

# **Special Audit Report – Issues & Concerns Regarding City Sales Tax Revenue and Harrison Garage Arrears**



**Submitted to:**

**Mayor Ben Walsh**

**And**

**Hon. Members of the Syracuse Common Council**

**February 23, 2022**

**Nader P. Maroun**

**City of Syracuse Auditor**

## Table of Contents

<b>Introduction.....</b>	<b>4</b>
<b>Audit Scope and Methodology .....</b>	<b>4</b>
<b>Objectives.....</b>	<b>6</b>
<b>SALES TAX .....</b>	<b>6</b>
<b>City Owned Parking Garage Monthly Revenue .....</b>	<b>9</b>
<b>Harrison Street Parking Garage .....</b>	<b>10</b>
<b>Findings &amp; Recommendations.....</b>	<b>12</b>
<b>Finding #1 - Through the determination and the decision solely by the     Commissioner of the Department of Finance, the City should NOT continue to     collect Sales Tax on the City owned parking garage's revenue .....</b>	<b>12</b>
<b>Recommendation #1.....</b>	<b>12</b>
<b>Administration Response #1 .....</b>	<b>12</b>
<b>Finding #2 - The Commissioner of Finance decision to NO longer files Sales Tax     Returns with New York State Taxation and Finance.....</b>	<b>12</b>
<b>Recommendation #2.....</b>	<b>12</b>
<b>Administration Response #2 .....</b>	<b>13</b>

<b>Finding #3 - There was lack of communication between the City of Syracuse and the LAZ Garage Management (Operator) team regarding the parking garage patron's invoices for their monthly parking.....</b>	<b>13</b>
<b>Recommendation #3.....</b>	<b>13</b>
<b>Administration Response #3 .....</b>	<b>13</b>
<b>Finding #4 - The Harrison Street Parking Garage Lease Payment has been in default since October 2020 .....</b>	<b>14</b>
<b>Recommendation #4.....</b>	<b>14</b>
<b>Administration Response #4 .....</b>	<b>14</b>
<b>Appendix Listings .....</b>	<b>15</b>
<b>Appendix A .....</b>	<b>16</b>
<b>Appendix B .....</b>	<b>17</b>
<b>Appendix C .....</b>	<b>18</b>
<b>Appendix D .....</b>	<b>20</b>
<b>Appendix E .....</b>	<b>22</b>
<b>Appendix F .....</b>	<b>23</b>
<b>Appendix G.....</b>	<b>25</b>
<b>Appendix H.....</b>	<b>26</b>
<b>Appendix I .....</b>	<b>27</b>
<b>Appendix J.....</b>	<b>29</b>
<b>Appendix K.....</b>	<b>43</b>
<b>Appendix L .....</b>	<b>44</b>

## **SPECIAL REPORT**

### **Introduction**

On July 1, 2021, the Office of the City Auditor sent a memorandum (**see Appendix A**) to the Mayor of Syracuse, Ben Walsh, Chief Operating Officer Corey Driscoll Dunham, Chief Administrative Officer Frank Caliva, Commissioner of the Department of Public Works Jeremy Robinson, Commissioner of the Department of Finance Brad O'Connor, Director of Human Resources Donna Briscoe, Director of Management and Budget Tim Rudd. The memorandum formally announces the Office of the City Auditor initiating a Performance Audit within the Department of Public Works.

The Office of the City Auditor is responsible for reviewing the activities of all the Departments of the City in accordance with the Syracuse Charter Section 5-501 (#1) (**see Appendix B**).

Consistent with Section 5-501 of the City of Syracuse Charter, an audit of the financial operations related to parking garages Sales Tax revenue is included in the Office of the City Auditor SPECIAL REPORT. Additionally, the Office of the City Auditor reviewed the current compliance status of the lease agreement of the Harrison Street Parking Garage, with the Marriott Syracuse Downtown.

The SPECIAL REPORT period identified for this audit is from July 1, 2016 through January 31, 2022.

### **Audit Scope and Methodology**

The purpose of this SPECIAL REPORT is to provide a review of the financial management of the following:

1. Sales Tax Revenue from City owned parking garages and the accounting and reporting of these revenues.
2. Financial Management of the Harrison Street Parking Garage Lease

This review will be conducted through a review of and from meetings and communications with various individuals in the Department of Finance, Chief Operating Officer, Chief Administrative Officer and the Corporation Counsel's Office. The planned methodology of this Audit was to meet with appropriate personnel, to obtain necessary documentation, relevant policies and procedures, internal controls and any pertinent correspondence to verify the financial management practices in place as they relate to the above mentioned two (2) items.

- ☐ We inquired about policies that the Department of Finance follows to review Sales Tax revenue and administrative and financial accounting of the Harrison Street Parking Garage Lease with Marriott Syracuse Downtown.

- We reviewed paperwork initially provided by LAZ Garage Management (City Parking Garages Operator) to review invoice concerns regarding the Sales Tax being charged, collected but not paid, to New York State Taxation and Finance Department.
- We inquired via email with the Commissioner of the Department of Finance to determine the policy the City of Syracuse has relative to Sales Tax revenue and revenue reporting to New York State.
- We spoke to NYS Sales Tax representatives for the interpretation on Parking Garage rules and regulations for Sales Tax revenues relative to Municipality **owned** parking garages
- We spoke with the City Department of Finance staff members to determine the parking garage financial policies, procedures and internal controls implemented or in place in order to determine the accuracy of reports provided to the Department.
- We requested via email on December 2, 2021 from the Chief Operating Officer, all records and information regarding the Harrison Street Parking Garage. As of February 11, 2022 we have had **NO** response.
- We spoke with and corresponded with staff in the Department of Finance to review the internal workings of the lease payments with the Marriott Syracuse Downtown.

**NOTE:** The Office of the City Auditor recognizes the cooperation and efforts and transparency made by the Department of Finance staff to answer all requests for information made by the Office of the City Auditor during our research.

## **Objectives**

The objectives of this SPECIAL REPORT are to determine the policies, procedures and internal controls being performed to maintain and manage the Sales Tax Revenue accounting and the financial accounting of the lease agreement between the City of Syracuse and the Marriott Syracuse Downtown group as it relates to the Harrison Street Parking Garage.

- Review of the Department of Finance process of Sales Tax Revenue.
- Determine the procedures the Department of Finance maintains to provide transparent and accountable reporting of all financial documents LAZ Garage Management (Operator) is required to provide per the Contract between LAZ Parking, Inc. and the City of Syracuse as it relates to the collection and reporting of Sales Tax revenues.

## **SALES TAX**

A staff member of the Office of the City Auditor inquired how Sales Tax calculations are generated and if there is a current updated Parking Garage Revenue and Sales Tax spreadsheet that was previously being performed at the Department of Public Works when the Accountant II worked there as an Accountant I. The Accountant II answered “No”.

The Accountant II from the Department of Finance said that the Commissioner of the Department of Finance has determined that the City never should have collected Sales Tax on the parking garages revenue.

**NOTE:** The Commissioner of Finance decision to **NO longer** file Sales Tax Returns with New York State Taxation & Finance is a clear violation of both New York State Taxation and Finance Regulations (Bulletin # TB-ST-677) (see **Appendix C**) and the Syracuse City and Onondaga County Agreement {Ordinance NO 18- 2019, Ordinance Authorizing Agreement between the City of Syracuse and the County of Onondaga relative to the Distribution of Sales Tax} (see **Appendix D**).

The 8% sales tax charges are to be submitted each month to the New York State Taxation & Finance Department. New York State keeps **4%** and the remaining **4%** is returned to Onondaga County. Based on the current Agreement between the City and County the remaining **4%** is distributed to the City and other County Municipalities and School Districts.

A staff member of the Office of the City Auditor inquired when the Department of Finance, on behalf of the City of Syracuse, stopped sending collected Sales Tax to the New York State Taxation and Finance Department. Our office was told Sales Tax revenues for March 2021 filed in April 2021 was the last payment made by the City of Syracuse per instructions from the Commissioner of the Department of Finance. The Accountant II stated that the City of Syracuse, **NO longer** files a Sales Tax Return on the City owned parking garage revenues.

The Accountant II also mentioned, and forward to the Office of the City Auditor, a copy of the credit request document the Department of Finance Commissioner submitted to the New York State Taxation and Finance Department in the amount of \$2,036,697.66 (see **Appendix E**).

### Subsequent Event

**February 14, 2022** a staff member from the Office of the City Auditor spoke with the Accountant II from the Department of Finance and was told the New York State Department of Taxation and Finance denied the Sales Tax credit request from the City of Syracuse. The staff member of the Office of the City Auditor emailed the Commissioner of the Department of Finance and the Deputy Commissioner of the Department of Finance to ask for a copy of the correspondence from the New York State Department of Taxation and Finance to be forwarded to the Office of the Auditor. The Accountant II in the Department of Finance emailed a copy of the denial notice from New York State Department of Taxation and Finance to our office (see **Appendix F**)

A staff member of the Office of the City Auditor asked to see the invoices that are currently sent to the parking garage patrons. Our office was provided a copy of November 2021 Parking Invoice, (see **Appendix G**) which continues to show Sales Tax included on all invoices. The Accountant II was asked if anyone mentioned to LAZ Garage Management (Operator) to stop entering Sales Tax charge on the invoices, the Accountant II responded “**he didn’t know.**”

As of January 31, 2022 the Sales Tax was still added to the parking garage patrons January 2022 invoices (see **Appendix H**). Our research indicates that the City Chief Administrative Officer, the Chief Operating Officer, the Commissioner of the Department of Finance, the City of Syracuse parking garage staff person, nor the Corporation Counsel’s Office, has conveyed to LAZ Garage Management (Operator) to eliminate the Sales Tax charges from the invoices sent to the parking garage patrons.

A staff member of the Office of the City Auditor inquired about how the Accountant II posts revenue if Sales Tax is still included on the patrons invoices. The Accountant II stated the entire amount, including Sales Tax monies received, is posted as parking garage revenue.

Our office learned that a prior Administration stopped filing Sales Tax Returns on City owned parking garage revenues which ultimately resulted in a hearing with the New York State Taxation and Finance Department. The City of Syracuse was overruled. That ruling resulted in the City of Syracuse being ordered to pay a penalty and interest for late payment of Sales Taxes.

The Office of the City Auditor contacted the New York State Taxation and Finance Department and spoke with a representative Steve ID#64769 (Representative). Our office was instructed by the Representative to print out New York State Taxation and Finance Bulletin # TB-ST-677.

The Representative read the articles on a municipality rules for City owned parking garage Sales Tax in order to specifically clarify to our staff, that the key words in this article are “**Own and Operate**.” The City has a contract with LAZ Garage Management (Operator) to operate the City owned parking garages. Also, the Representative mentioned another example clarifying the New York State Regulations:

- If a private person can sell the item that a municipality can sell, then the item is taxable
- A Hospital is tax exempt but sells parking to visitors and patients, they collect Sales Tax on the parking revenues and file Sales Tax Returns.

According to the City Commissioner of the Department of Finance, in an email (see **Appendix I**) to our office received December 9, 2021, the only reference he used to determine that the City of Syracuse does not have to collect Sales Tax on revenues received from City owned parking garages, is the one paragraph from New York State bulletin # TB-ST-677, that stated Municipalities were tax exempt.

The staff member of the Office of the City Auditor researched the parking garage revenues and determined the possible tax liability to the City beginning April 1, 2021 through December 31, 2021 would possibly be \$112,734.54. Chart enclosed captures possible Sales Tax liability through December 31, 2022 taxable revenues parking garage revenues. However, this amount does not include any penalty or interest due New York State (the State will ultimately determine if the City will owe a penalty and any associated fees) as a result of the Commissioner of Finance independent decision not to submit the tax revenue to New York State.



## CITY OWNED PARKING GARAGE MONTHLY REVENUE

	Fayette Parking Garage	Madison Irving Parking garage	Washington St Parking Garage	Armory Parking Garage	AXA/Equitabl Parking Garage	TOTAL DEPOSITED
21-Apr	\$41,366.06	\$35,343.38	\$27,565.22	\$9,026.85	\$109,498.27	\$222,799.78
21-May	\$22,630.68	\$41,780.02	\$36,945.23	\$14,503.20	\$56,989.10	\$172,848.23
21-Jun	\$49,713.52	\$40,289.68	\$68,881.12	\$14,185.18	\$37,184.18	\$210,253.68
21-Jul	\$55,045.50	\$38,998.09	\$28,872.61	\$12,724.65	\$34,088.98	\$169,729.83
21-Aug	\$61,973.36	\$46,846.28	\$28,020.26	\$13,430.85	\$51,224.02	\$201,494.77
21-Sep	\$42,857.07	\$43,347.15	\$39,563.95	\$11,847.42	\$48,485.35	\$186,100.94
21-Oct	\$26,031.70	\$47,606.09	\$53,454.08	\$13,638.86	\$59,067.09	\$199,797.82
21-Nov	\$64,036.95	\$44,691.64	\$36,682.44	\$11,439.05	\$58,041.13	\$214,891.21
						\$1,577,916.26

TOTAL DEPOSITED	Aver Exempt- Non Taxable	Sales less Exempt Sales	TOTAL TAXABLE SALES	Estimated Tax Due as of 12/31/21	REVENUE RECOGNIZED By the City
\$222,799.78	\$7,000.00	\$215,799.78	\$199,814.61	\$15,985.17	\$206,814.61
\$172,848.23	\$7,000.00	\$165,848.23	\$153,563.18	\$12,285.05	\$160,563.18
\$210,253.68	\$7,000.00	\$203,253.68	\$188,197.85	\$15,055.83	\$195,197.85
\$169,729.83	\$7,000.00	\$162,729.83	\$150,675.77	\$12,054.06	\$157,675.77
\$201,494.77	\$7,000.00	\$194,494.77	\$180,087.75	\$14,407.02	\$187,087.75
\$186,100.94	\$7,000.00	\$179,100.94	\$165,834.20	\$13,266.74	\$172,834.20
\$199,797.82	\$7,000.00	\$192,797.82	\$178,516.50	\$14,281.32	\$185,516.50
\$214,891.21	\$7,000.00	\$207,891.21	\$192,491.86	\$15,399.35	\$199,491.86
\$1,577,916.26	\$56,000.00	\$1,521,916.26	\$1,409,181.72	\$112,734.54	\$1,465,181.72

## **Harrison Street Parking Garage**

The Office of the City Auditor reviewed the revenues generated by the six (6) City owned parking garages and at that time noticed that the Harrison Street Parking Garage lease has been in default of the lease obligations for well over a year.

In 2016, the City of Syracuse leased the Harrison Street Parking Garage (**see Appendix J**) to the owners of the new Marriott Syracuse Downtown. The lease agreement originally was for ten (10) years with three (3) five (5) year extensions. After a period of five (5) years commencing on July 1, 2021 the Harrison Parking Garage monthly lease increases to \$37,500.00 from \$33,333.33.

In March 2020, when Covid-19 transmission rates were reaching dangerous infection levels and businesses were shut down, and/or businesses put in place a reduction to in-person work force, the Fiscal Officer of the Department of Public Works spoke with the Budget Director May 2020, to inform the Director that the monthly Harrison Street parking garage lease payments were two months in arrears.

The Director of Budget told the Department of Public Works Fiscal Officer to speak with the City's parking garage staff person regarding the late payments. The Fiscal Officer called the City's parking garage staff person and he said he would rather the Fiscal Officer of the Department of Public Works speak to the Manager of the Marriott Syracuse Downtown because he did not know anyone there in management to speak with.

The Manager of the Marriott Syracuse Downtown said, "because of the Covid-19 shutdown, few people were parking in the garage and it was difficult to make the arrears payments but he would try and make these payments soon."

As of the end of the Fiscal Year June 2020, the Harrison Street Parking Garage monthly leases payments were in default of \$4,634.38. Additionally, late fees totaling \$6666.68 were also unpaid.

Default Payment Due	Unpaid Late Fees Due	Total Dollars Due As of June 30, 2020
\$4,634.38	\$6,666.68	\$11,301.06

Thus, for the Fiscal Year 2019-2020, the Marriott Syracuse Downtown owes the City of Syracuse \$11,301.06 in arrears. Additionally, there have been **NO** lease payments made to the City since October 2020 resulting in the total amount due the City of \$617,048.30 as of January 31, 2022. (see Appendix K).

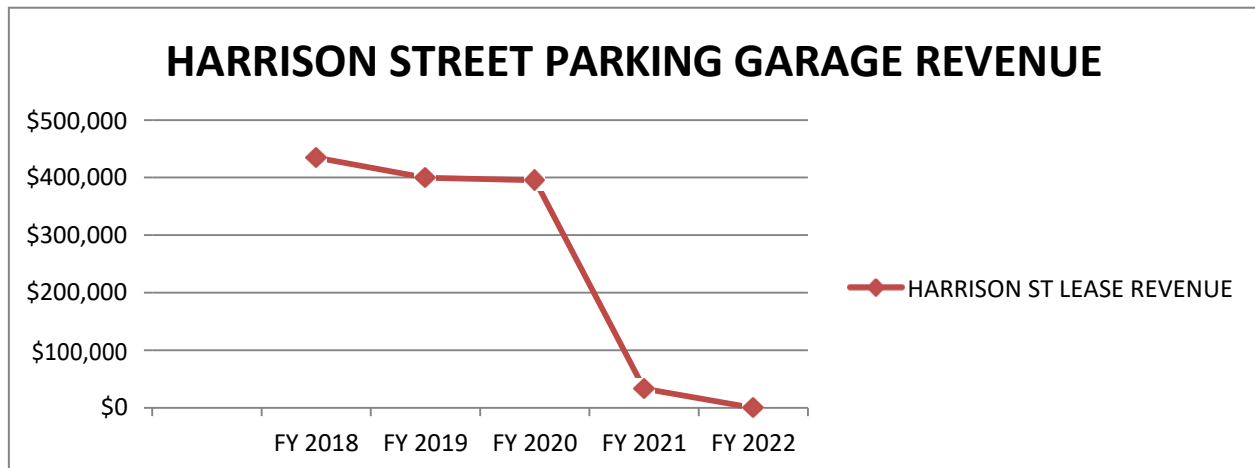
## Issues & Concerns Regarding City Sales Tax Revenue & Harrison Garage Arrears

Payments in Arrears	Unpaid Late Fees	Total Dollars Due As of January 31, 2022
\$533,715.14	\$83,333.16	\$617,048.30

(see Appendix L)

### HARRISON STREET PARKING GARAGE REVENUE WITH MARRIOTT SYRACUSE DOWNTOWN

	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
<b>HARRISON ST LEASE REVENUE</b>	\$434,641	\$399,882	\$395,353	<b>\$32,951</b>	<b>\$0</b>



## **Findings and Recommendations**

**Finding #1:** Through the determination and the decision solely by the Commissioner of the Department of Finance that the City should **NOT continue** to collect Sales Tax on the City owned parking garages revenue. The City of Syracuse has not filed a Sales Tax return since April of 2021 for March 2021 parking garage taxable revenues collected. For the period of April 2021 through January 31, 2022 **NO Sales Tax Returns** have been filed.

**Recommendation #1:** The Commissioner of the Department of Finance should revisit and further research the entire Law for New York State Municipalities Sales Tax obligations and the City of Syracuse and Onondaga County Agreement for handling of Sales Tax. The Commissioner's decision does not appear accurate according to what was previously documented in this Report. It is our interpretation of the New York State Taxation and Finance Regulations that the City of Syracuse should immediately file the Sales Tax Returns starting with April 2021 parking garage revenues.

**Administration Response #1:** The Administration does not believe TB-ST-677 alone is relevant in this situation. The sales tax regulations specific to municipalities are addressed in NYS Department of Taxation and Finance Publication 843. The publication states that charges for parking in facilities owned and operated by municipal corporations are exempt from sales tax. The City uses third-party employees to manage the garages, but it retains operating management decision authority. We believe by retaining that authority we meet the State's definition of "operating" the facilities. In addition, all revenues from parking facilities are paid directly from the customers to the City, further evidencing our operation of the facilities and requiring us to follow municipal rules for sales tax. The Administration does not believe the City should be collecting or remitting sales tax for parking facilities. This opinion was confirmed by our third-party accountant's sales tax expert. The Administration will contact the State to obtain a formal ruling on the matter.

**Finding #2:** The Commissioner of Finance decision to **NO longer** file Sales Tax Returns with New York State Taxation and Finance which is a clear violation of both New York State Taxation and Finance Regulations (Bulletin # TB-ST-677) and the Syracuse City and Onondaga County Agreement {Ordinance NO. 18- 2019, Ordinance Authorizing Agreement between the City of Syracuse and the County of Onondaga relative to the Distribution of Sales Tax}.

**Recommendation #2:** The Commissioner of Finance should immediately discuss with the Corporation Counsel's office, what is the law as it pertains to the revenue obligation and reporting to New York State Taxation and Finance and between the City of Syracuse and Onondaga County per Ordinance No. 18-2019.

**Administration Response #2:** The Administration does not believe TB-ST-677 alone is relevant in this situation. The sales tax regulations specific to municipalities are addressed in NYS Department of Taxation and Finance Publication 843. The publication states that charges for parking in facilities owned and operated by municipal corporations are exempt from sales tax. The City uses third-party employees to manage the garages, but it retains operating management decision authority. We believe by retaining that authority we meet the State's definition of "operating" the facilities. In addition, all revenues from parking facilities are paid directly from the customers to the City, further evidencing our operation of the facilities and requiring us to follow municipal rules for sales tax. The Administration does not believe the City should be collecting or remitting sales tax for parking facilities. This opinion was confirmed by our third-party accountant's sales tax expert. The Administration will contact the State to obtain a formal ruling on the matter.

**Finding #3:** There was lack of communication between the City of Syracuse and the LAZ Garage Management (Operator) team regarding the parking garage patrons invoices for their monthly parking. Following the Commissioner of the Department of Finance decision that the City of Syracuse should not collect Sales Tax on parking garage revenues, **NO one** from the City of Syracuse spoke with LAZ Garage Management (Operator) to change the invoices so that Sales Tax monies were no longer listed on the patrons invoices. As of January 31, 2022 the parking patrons are still being charged Sales Tax on their invoices from LAZ Garage Management (Operator). As of January 2022 the parking garage patrons were still being charged Sales Tax on their monthly parking permit invoice.

**Recommendation #3:** The Sales Tax that was charged to the parking garage patrons should be immediately paid to the New York State Taxation and Finance Department.

**Administration Response #3:** The Administration will review, with LAZ, the invoices sent to parking patrons and refund any sales taxes that were billed in error.

## **Findings and Recommendations continued**

**Finding #4:** The Harrison Street Parking Garage Lease payment has been in default since October 2020. The Office of the City Auditor is currently unaware of what the Administration action plan is underway on behalf of the City Taxpayer to collect the money owed the City of Syracuse regarding the lack of lease payments and late fee penalties due from the Marriot Syracuse Downtown in the amount of \$617,048.30 as of January 31, 2022.

**Recommendation #4:** The City Auditor recommends that the Administration and the Common Council Financial Committee immediately conduct a public meeting to be transparent about the revenues owed to the City and provide a transparent and specific action plan to assure the public trust that a City taxpayers asset is being properly fiscally managed.

**Administration Response #4:** During the course of the COVID 19 Pandemic the management of the Marriot Syracuse Downtown reached out to the Administration requesting a restructuring of the lease payments for the Harrison Street Parking Garage. The hotel's revenue, including that from the parking garage, was essentially nonexistent for many months while the business was unable to operate. Several meetings took place prior to the second and third waves of the virus. It is important to emphasize that hotel management did not request relief from their lease obligations, rather a restructuring in order to better match their constrained cash flow. The discussions were never brought to conclusion; however hotel management remained in communication with the City. The Commissioner of Finance and Law Department have been re-engaged, and a restructuring proposal should be developed in the coming few weeks.

## **Appendix Listings**

- A. Memorandum to the Mayor of Syracuse and various City Officials
- B. Syracuse City Charter
- C. NYS Taxation and Finance (Sales Tax) Bulletins and Publications regarding Sales Tax
- D. City of Syracuse Ordinance No. 18-2019 –Sales Tax Agreement
- E. Copy of Sales Tax Credit sent to NYS Taxation and Finance from City of Syracuse Department of Finance
- F. New York State Department of Taxation and Finance Denial Notice for Sales Tax Credit
- G. Invoice for November 2021garage parking permit provided by Department of Finance showing Sales Tax included on Garage Patrons invoice Harrison Parking Garage Lease Agreement
- H. Invoice for January 2022 parking permit provided by Department of Finance continued to show Sales Tax included on Garage Patrons invoice
- I. Emails from Office of the City Auditor to the Commissioner of the City of Syracuse Department of Finance and Department of Finance personnel
- J. History of Harrison Garage Lease Agreement
- K. Harrison Parking Garage Lease Payment Schedule
- L. History of Harrison Garage Lease Payment Chart

**Appendix A:**



## OFFICE OF THE CITY AUDITOR

CITY OF SYRACUSE, CITY AUDITOR NADER P. MAROUN

### Memo

Date: July 01, 2021

To: Mayor Ben Walsh

CC: Corey Driscoll Dunham, Chief Operating Officer  
CC: Frank Caliva, Chief Administrative Officer  
CC: Jeremy Robinson, Commissioner, Department of Public Works  
CC: Brad O'Connor, Commissioner, Department of Finance  
CC: Donna Briscoe, Director, Human Resources  
CC: Tim Rudd, Director, Management and Budget

From: Nader P. Maroun, Syracuse City Auditor

RE: Department of Public Works Operations Performance Audit

---

Our office has initiated an Audit of Divisions within the Department of Public Works. As you are aware the Office of the City Auditor will conduct Performance Audits of a variety of City programs per the Syracuse City Charter.

Please be sure to communicate to respective Department personnel that we will initially (but not limited to) review the following:

- Administrative operations of the Parking Meters Program.
- Administrative operations of ALL Fleet Management Operations (Take home vehicles, GPS, Accident Review Information, etc.).
- Administrative operations of the Street Lighting Program.
- Administrative operations of the Traffic Control Center Program.
- Verification that there is appropriate documentation of all necessary internal controls relative to efficient operations of the Department on behalf of taxpayers.

The Scope of the Performance Audit of the Department of Public Works is subject to change as determined by the Office of the City Auditor during the period of examination.

If you have any questions about this particular Audit, please feel free to call me at extension 8481 or you can email me at your convenience.

Thank you,  
Nader P. Maroun

**City Audit Department**  
233 E. Washington St.  
City Hall, Room 431  
Syracuse, N.Y. 13202

Office (315) 448-8477  
Fax (315) 448-8475

E-Mail  
nmaroun@syrgov.net



**Appendix B:**

shall be deemed to be finally corrected as of September 30. Effective for the fiscal year beginning July 1, 1994 and for each fiscal year thereafter, the assessment rolls shall be deemed finally corrected as of March 31, 1994 and as of March 31 for each year thereafter.

- (7) The taxable status of real property shall be determined annually as of July 1. Effective for the fiscal year beginning July 1, 1994 and for each fiscal year thereafter, the taxable status of real property shall be determined as of January 1, 1994 and annually thereafter as of January 1.  
(L.L. No. 24-1977; L.L. No. 4-1992, §§ 1, 2; L.L. No. 12-1993, § 1)

Editors Note: Chapter 75 of the laws of 1906 is found in Part 8, section 19-26 et seq. of this publication.

**Section 5-402. Real property.**

- (1) The commissioner of assessment shall maintain a comprehensive and accurate inventory of all real property in which the city has any right, title or interest.
- (2) Maintain records and maps of all real property in the city showing which property is subject to taxation and which property is by law exempt from taxation.
- (3) Negotiate lease and, when authorized by council, lease real property owned by the city for such periods as such property is not required for municipal purposes.

**Section 5-403. Deputies.**

The commissioner of assessment shall appoint three (3) deputies, one of whom shall be designated in his appointment as the deputy, and in the case of absence or disability of the commissioner, or of a vacancy in his office, such first deputy shall discharge the duties of the office until the commissioner returns, his disability ceases, or the vacancy is filled.

**CHAPTER 5  
DEPARTMENT OF AUDIT**

**Section 5-501. Functions.**

The department of audit, headed by the city auditor shall:

- (1) Conduct, at least annually, an audit (commonly known as a post-audit) of the affairs of every officer, department and board of the city, including the board of education and the Syracuse Housing Authority.
- (2) Conduct special audits whenever the mayor or council shall order them to be made.
- (3) Furnish copies of all audit reports to the official concerned, to the mayor and the council.
- (4) Make such recommendations for the improved administration of affairs of the city government as it shall deem proper.

### **Appendix C:**

pendix C

TB-ST-677 (6/14) Page 2 of 5

#### **Registration for sales tax**

Any individual, business, exempt organization, or governmental entity that makes taxable sales of parking services must be registered for sales tax purposes.

For information on sales tax registration, see Tax Bulletin [\*How to Register for New York State Sales Tax \(TB-ST-360\)\*](#).

#### **Exempt organizations**

##### **Purchases of parking services**

Tax exempt organizations are not required to pay sales tax on their purchases of parking, garaging, or storage services.

Organizations that have received Form ST-119, *Exempt Organization Certificate*, may purchase these services exempt from tax by providing the vendor with a properly completed Form ST-119.1, *Exempt Organization Exempt Purchase Certificate*.

*Example: A charitable organization holds its annual dinner meeting at a downtown hotel. The hotel has its own parking facility and it charges for parking. The hotel issues one bill to the organization for all the charges associated with the dinner meeting, such as use of a banquet room, food and drink consumed, and parking. The hotel is not required to add sales tax to the bill if the organization presents the hotel with a properly completed Form ST-119.1.*

*However, if the persons attending the meeting pay directly for their own parking, the hotel must charge sales tax on its charges for parking, even if the organization provides the hotel with Form ST-119.1.*

##### **Sales of parking services**

An exempt organization that sells parking services must collect sales tax on its charges for parking, garaging, and storing motor vehicles. Since these organizations are required to collect sales tax on their sales of parking services, they are sales tax vendors and must register with the Tax Department and obtain a *Certificate of Authority*.

*Example: A hospital that is an exempt organization charges visitors for parking in its garage. The hospital's sales of parking are subject to sales tax, and the hospital must register with the Tax Department and obtain a Certificate of Authority.*

For more information about purchases and sales made by exempt organizations, see [\*Publication 843, A Guide to Sales Tax in New York State for Exempt Organizations\*](#).

#### **Governmental entities**

##### **Purchases of parking services**

Governmental entities may provide the vendor with a governmental purchase order or government contract to make purchases exempt from tax.

Employees of New York State governmental entities performing their official duties may also make tax-exempt purchases by presenting vendors with a properly completed Form AC-946, *Tax Exemption Certificate*.

##### **Sales of parking services**

Generally, charges for parking provided at facilities owned and operated by the state of New York and its departments, agencies, etc., are subject to sales tax and entities

New York State Department of Taxation and Finance  
**Taxpayer Services Division**  
**Technical Services Bureau**

TSB-M-96(12)S  
Sales Tax  
November 7, 1996

**Sales of Parking by Local Municipal Facilities Exempt  
From Sales Tax**

The service of providing parking, garaging, or storing for motor vehicles is generally subject to sales taxes. These services are collectively referred to in this memorandum as parking.

**Facilities Qualifying as Exempt**

Effective on and after December 1, 1996, charges for parking in facilities owned and operated by the following entities are exempt from the combined state and local sales taxes, other than the additional 8% parking tax in Manhattan:

- municipal corporations (counties, cities, towns, villages and school districts), or any agency or instrumentality thereof,
- district corporations (e.g., fire districts, water districts), or any agency or instrumentality thereof, and
- public benefit corporations (other than public benefit corporations which have been created by interstate compact or public benefit corporations at least half of whose members are appointed by the Governor).

Additionally, charges for parking in facilities that are owned and operated by New York City are similarly exempt from sales tax. This includes facilities owned and operated by:

- any agency or instrumentality of New York City, and
- a public corporation more than one half of whose members are appointed by the Mayor of New York City, the New York City Council, or both.

However, as noted above, this exemption does not apply to the additional 8% sales tax on parking services imposed in Manhattan under Section 1212-A(a) of the Tax Law.

Parking at facilities owned and operated by any of the entities described above is exempt from:

- the 1/4% Metropolitan Commuter Transportation District (MCTD) tax,
- the 4% state tax and all local (city and county) taxes imposed outside the city of New York and
- the 10 1/4% combined State, New York City and MCTD tax imposed on parking services in the city of New York.

However, charges for providing parking at facilities owned and operated by any public benefit corporation created by interstate compact, or by any public benefit corporation at least half of whose members are appointed by the Governor, or both, remain taxable.



**Appendix D**

//

Ordinance No. 18 2019

**ORDINANCE AUTHORIZING AGREEMENT  
BETWEEN THE CITY OF SYRACUSE AND THE  
COUNTY OF ONONDAGA RELATIVE TO THE  
DISTRIBUTION OF SALES TAX**

WHEREAS, on January 2, 2019, the Onondaga County Legislature adopted Resolution No. 8 to revise the distribution of sales tax revenue among the County of Onondaga, City of Syracuse, and the various towns and villages and school districts in the County of Onondaga; and

WHEREAS, such resolution requires that this Common Council authorize an agreement between the City of Syracuse and the County of Onondaga, and such agreement must be executed by the Mayor of the City of Syracuse and the County Executive of the County of Onondaga on or before 11:59 p.m. January 31, 2019, or Resolution No. 8 shall be deemed rescinded without any further action of the Onondaga County Legislature; NOW, THEREFORE,

BE IT ORDAINED, that the Mayor be and he is hereby authorized on behalf of the City of Syracuse to enter into an agreement (a copy of which is on file with the City Clerk and before this Common Council at the time of adoption of this ordinance) with the County of Onondaga relative to the distribution of sales tax revenues in Onondaga County as follows:

1. The net collection of sales tax revenues distributed to the County of Onondaga by the State Tax Commission of the State of New York pursuant to Section 1262 of the Tax Law of the State of New York shall be disposed of as provided by the first resolved clause, the second resolved clause, the third resolved clause and the fourth resolved clause, as applicable, of Resolution No. 8 adopted by the Onondaga County Legislature on January 2, 2019. A copy of which will be attached to said contract and made a part thereof.

2. The amount allocated to the City of Syracuse shall be paid directly to the City in lieu of a reduction of the County tax levied on real property in the City or in lieu of any other tax

reduction pursuant to a Local Law enacted by the Common Council of the City of Syracuse on October 14, 1968 by authority of Section 1262 and Article 29 of the Tax Law of the State of New York.

3. The agreement shall become effective upon its execution by the Mayor of the City of Syracuse and the County Executive of the County of Onondaga and shall terminate on the first occurrence of any of the following events:

A. December 31, 2030.

B. A final determination that Section 1262 of the New York State Tax Law is unconstitutional or otherwise invalid in whole or in part in a manner which also affects this Agreement by a court of competent jurisdiction in which the County of Onondaga and/or the City of Syracuse is a party, or by the Fourth Department of the Appellate Division of the Supreme Court, or by the Court of Appeals.

4. The Agreement is subject to the approval of the Comptroller of the State of New York in accordance with Section 1262 of the Tax Law of the State of New York and said Agreement shall contain such other terms and conditions as the Corporation Counsel shall deem in the best interest of the City of Syracuse.

**Appendix E:**

DLN: SW2105112634



Department of Taxation and Finance

**AU11**

**New York State and Local  
Sales and Use Tax Credit or Refund Details**

Filing period  
09/01/2012 - 04/30/2021

Name (Legal business name, including DBA or individual) CITY OF SYRACUSE			NYS Sales Tax ID number (if registered) EIN or social security number TF-0465408 C
Representative's name (if any; see instructions)	Telephone number		Period covered by claim (date(s) of purchase) (mm/dd/yyyy) 09/01/2012 - 04/30/2021
Representative's mailing address (number and street or rural route)			Refund claimed \$ 2,036,697.66
City	State	Zip code	Credit claimed \$
			Overpayment to be carried forward \$

**Explanation of your claim**

Provide explanation:

The sales tax filings for TF-0465408-C have been related to revenues from City of Syracuse owned parking garages. In accordance with NYS DTF Publication 843 A Guide to Sales Tax in New York State for Exempt Organizations, parking in facilities owned and operated by municipal corporations are exempt from sales tax. We have never collected sales taxes from parkers. All parking charges are a flat amount with no incremental tax added. The previously reported taxable sales and the payments we made were in error. This sales tax ID does not have any taxable sales and should not have remitted sales taxes.

**Attachment information**

Document type	File name
Other	Sales Tax Refund Request Info 090112-043021.xlsx

**Transaction details**

Confirmation number SW2105112634	Transaction date/time 06/08/2021 09:56AM
Tax professional ID	Tax professional name
Submitter phone (315)448-8530	Submitter e-mail miamontagne@syrgov.net
Submitted by Michael LaMontagne	



### Refund Claim Determination Notice – (continued)

#### Explanation (continued)

---

Therefore, \$2,036,697.86 of your requested refund has been disallowed.

This denial is made in accordance with the provisions of section 1132(c) of the New York State Sales and Use Tax Law. It provides that all receipts from the sales of property or services of any type mentioned in section 1105 are subject to the tax until the contrary is established, and that the burden of proof that any receipt is not taxable shall be upon the person required to collect the tax or upon the customer.

**Formal protest rights:** You have the right to challenge this notice in either of these ways:

- File a *Request for Conciliation Conference* (Form CMS-1) available at [www.tax.ny.gov](http://www.tax.ny.gov)
- File a *Petition for a Division of Tax Appeals Hearing* (Form TA-10) available at [www.dta.ny.gov](http://www.dta.ny.gov)

You must file your protest within 90 days (120 days if you are outside the United States). Contacting us online, by telephone, mail, or fax does not extend your time to file a formal protest.



**Appendix G:**



One Financial Plaza 14th Floor  
Hartford, CT 06183

Account	A00042019	Bernstein, Audrey
Invoice	INV00142735	Total Due: \$90.00
Invoice Date	12/01/2021	Parking for 12/01/2021
Printed on	11/15/2021	PO Number

Please remit all check payments directly to the address shown at the bottom of this invoice. Reference your customer account number in the check memo line and include the bottom remittance section. You can find your customer account number at the top and bottom of your invoice.

Bernstein, Audrey  
N/A,  
N/A, New York 123123


Need help? Email your location Manager [syracuse@lazparking.com](mailto:syracuse@lazparking.com) and include your account number (A00042019) and location Number (590644)

<b>Prior Month Items:</b>	
<b>Ending Balance:</b>	<b>\$0.00</b>
<b>Current Charges: Billing for 12/01/2021</b>	
1 Parker: Reserved - Reserved @ \$83.33 12/01/2021-12/31/2021	\$83.33
Parking	\$83.33
Sales Tax	\$6.67
Total Current Charges:	\$90.00
<b>Total Due:</b>	<b>\$90.00</b>
<b>Parker Details:</b>	
Parker Usage	
Audrey Bernstein	

<p>One Financial Plaza 14th Floor Hartford, CT 06183</p> <p>Bernstein, Audrey N/A, N/A, New York 123123</p>	Please detach and return this stub with your payment	
	Account	A00042019
	Location	590644
	Invoice	INV00142735 12/01/2021
	Total Due	\$90.00
	Amount Enclosed	_____
	Remit To:	
	The City of Syracuse	
	300 East Fayette Street,	
	Syracuse, NY 13202	
	<a href="mailto:syracuse@lazparking.com">syracuse@lazparking.com</a>	

**Appendix H:**

Appendix H



One Financial Plaza 14th Floor  
Hartford, CT 06183

Account: A00042101  
Invoice: INV00179889  
Invoice Date: 01/01/2022  
Printed on: 1/8/2022


\*MIMC - Rothschild Mgt. Corp.  
Total Due: \$00.00  
Parking for: 01/01/2022  
PO Number:

Please remit all check payments directly to the address shown at the bottom of this invoice. Reference your customer account number in the check memo line and include the bottom remittance section. You can find your customer account number at the top and bottom of your invoice.

\*MIMC - Rothschild Mgt. Corp.  
N/A,  
N/A, New York 123123

Need help? Email your location Manager [syracuse@lazparking.com](mailto:syracuse@lazparking.com) and include your account number (A00042101) and location Number (590644)

<b>Prior Month Items:</b>		
01/06/2022	CK# 6142 Rothschild Payment P-00085655	(\$140.40)
<b>Ending Balance:</b>		<b>\$0.00</b>
<b>Current Charges: Billing for 01/01/2022</b>		
2 Parker:Non-Reserved - MIMC @ \$65.00 01/01/2022-01/31/2022		\$130.00
Parking		\$130.00
Sales Tax		\$10.40
<b>Total Tax</b>		<b>\$10.40</b>
<b>Total Current Charges:</b>		<b>\$140.40</b>
<b>Total Due:</b>		<b>\$00.00</b>
<b>Parker Details:</b>		



One Financial Plaza 14th Floor  
Hartford, CT 06183

Please detach and return this stub with your payment

Account: A00042101  
Location: 590644  
Invoice: INV00179889 01/01/2022  
Total Due: \$00.00

Amount Enclosed \_\_\_\_\_

Remit To:  
The City of Syracuse  
300 East Fayette Street,  
Syracuse, NY 13202  
[syracuse@lazparking.com](mailto:syracuse@lazparking.com)

\*MIMC - Rothschild Mgt. Corp.  
N/A,  
N/A, New York 123123

### Appendix I:

Iauro, Lori

**From:** Iauro, Lori  
**Sent:** Thursday, December 9, 2021 9:07 AM  
**To:** O'Connor, Brad  
**Subject:** Documentation on NYS Sales Tax

Trackings:	Recipient	Delivery	Read
	O'Connor, Brad	Delivered: 12/9/2021 9:07 AM	
	Harrison, Heidi	Delivered: 12/9/2021 9:07 AM	Read: 12/9/2021 9:09 AM

Hi Brad,  
Can you please send me the documentation that states the City wasn't required to pay sales tax on Parking Garage Revenue? Thanks!  
Lori Iauro

**From:** O'Connor, Brad  
**Sent:** Thursday, December 9, 2021 9:18 AM  
**To:** Iauro, Lori  
**Subject:** RE: Documentation on NYS Sales Tax

Hi Lori,

It's on the bottom of page 7 of this document.

Brad

**From:** Iauro, Lori  
**Sent:** Thursday, December 9, 2021 9:07 AM  
**To:** O'Connor, Brad  
**Subject:** Documentation on NYS Sales Tax

Hi Brad,  
Can you please send me the documentation that states the City wasn't required to pay sales tax on Parking Garage Revenue? Thanks!  
Lori Iauro

Publication 843  
11/2009

	<p>A public school teacher, as an employee of a New York governmental entity, may make purchases of school supplies on behalf of the governmental entity exempt from tax (for example, purchases made through the New York City Department of Education's Teacher's Choice program), provided the teacher presents the vendor with a governmental purchase order or the appropriate exemption document.</p> <p>A New York governmental entity that needs to provide confirmation to vendors that the organization is exempt from payment of sales tax may request a New York governmental entity letter from the Sales Tax Exemption Organizations Unit (contact information appears on page 44 of this publication). The letter identifies the organization as a New York governmental entity and states that it is exempt from the payment of sales tax on its purchases. It further states that the vendor needs only a governmental purchase order, or other evidence that the governmental entity is the purchaser, in order to not collect tax.</p>
Agents of New York governmental entities	<p>A New York governmental entity, if authorized by applicable law, may also appoint an agent to make tax-exempt purchases on its behalf, provided certain requirements are met. For more information about purchases by agents of New York governmental entities, see Publication 765, <i>Sales and Fuel Excise Tax Information for Properly Appointed Agents of New York Governmental Entities</i>.</p>
Sales by New York governmental entities	<p>Sales by New York governmental entities of tangible personal property or services that are not ordinarily sold by private persons are exempt from sales tax. Admission charges by New York government entities are also exempt.</p> <p>Generally, sales by New York governmental entities of tangible personal property or services that are ordinarily sold by private persons are subject to sales tax. Most sales of food and drink and sales of hotel occupancy are also subject to tax. However, receipts from trash removal services are exempt from tax when the service is performed by a New York State municipality or town, village, or city, except trash removal services in New York City, which are subject to tax, or when the service is rendered by a private trash removal company under an agreement with the municipality.</p>
Sales of parking services	<p>Charges by certain New York governmental entities for parking services are also exempt from sales tax. Charges for parking in facilities owned and operated by the following entities are exempt from the combined state and local sales taxes that, not from the additional 5% New York City tax imposed on parking, garaging, or storing motor vehicles in Manhattan):</p>

**Appendix J:**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Agreement" or "Lease"), made effective as of the 1<sup>st</sup> day of July, 2016 (the "Effective Date"), between the CITY OF SYRACUSE, a municipal corporation duly organized under the laws of the State of New York, having its principal office at City Hall, 233 East Washington Street, Syracuse, New York 13202 (the "City"), and with MDS MT, LLC, a limited liability company organized and existing pursuant to the laws of the State of New York, whose office and principal place of business is located at 500 South Warren Street, Syracuse, New York 13201 (the "Tenant").

**RECITALS:**

WHEREAS, the City is the owner of the real property commonly known as the Harrison Street Parking Garage, located at 601-77 South Warren Street, Syracuse, New York 13202 further identified on Tax Map # 095.-01-01.1 (the "Premises"); and

WHEREAS, Tenant is desirous of entering into a lease with the City for the use of the Premises for a term of ten (10) years with a Tenant option to renew for up to three (3) renewal periods of five (5) years each with each renewal period being subject to the approval of the Mayor and the Common Council as further described herein below; and

WHEREAS, it is the understanding of the parties that this Lease shall be an absolute triple net Lease with respect to the City. As further described below, the Tenant shall pay all of the actual real property taxes, assessments, insurance, utilities, all maintenance and repair, and all operating costs for the Premises. Tenant specifically acknowledges that it will be responsible for all ordinary and extraordinary maintenance and any and all capital improvements during the lease term, maintaining the Premises in good repair, condition, and operation; and

WHEREAS, the City duly considered this request to lease the Premises to Tenant, and on June 20, 2016, the City of Syracuse Common Council adopted Ordinance No. 590 of 2016, which Ordinance was duly signed by Mayor Stephanie A. Miner on June 22, 2016, and which Ordinance authorized this Lease; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereto agree as follows:

**ARTICLE 1. INCORPORATION OF RECITALS**

1.0 All recitals set forth above are incorporated herein and made a part hereof.

**ARTICLE 2. PREMISES**

2.0 The City hereby leases to Tenant and Tenant hereby leases from the City, subject to the terms and provisions of this Agreement, the Premises, more particularly described above, and commonly known as 601-77 South Warren Street and East Adams Street, Syracuse, New York 13201 (Tax Map # 095.-01-01.1) and further described on the attached Exhibit "A".



### ARTICLE 3. TERM OF LEASE

3.0 The term of this Agreement shall be for a period of ten (10) years (the "Initial Term") with a Tenant option to renew for up to three (3) renewal periods of five (5) years each subject to mutual agreement between the Tenant and the Mayor, subject to approval by the Common Council. The Initial Term shall begin on the Commencement Date, as the Commencement Date is further defined herein, and shall end on the Termination Date unless otherwise renewed pursuant to the terms of the Agreement. Tenant shall exercise its intention to renew for any renewal period upon written notice delivered to the City at least six (6) months prior to the expiration of the Initial Term or, as the case may be, any renewal period.

3.1 Duplicate originals of this Agreement shall be filed with the City Clerk and recorded with the Onondaga County Clerk. Tenant shall be responsible for the costs of any filing or recording.

### ARTICLE 4. COMMENCEMENT DATE

4.0 As herein used, the "Commencement Date" shall mean July 1, 2016.

### ARTICLE 5. TERMINATION DATE

5.0 As herein used, the "Termination Date" shall mean the date upon which the Premises must be surrendered by Tenant, which for purposes of this Agreement shall be June 30, 2026, subject to any renewal period authorized herein.

### ARTICLE 6. RENT

6.0 Tenant shall pay to the City, as monetary rent for the Premises, the annual sum of Four Hundred Thousand Dollars (\$400,000.00) which shall be payable in twelve (12) monthly installments of Thirty-Three Thousand Three Hundred Thirty Three Dollars and thirty-three cents (\$33,333.33) beginning on July 1, 2016 and continuing on the first day of every month thereafter through June 30, 2021, and then an annual sum of Four Hundred Fifty Thousand Dollars (\$450,000.00) payable in twelve (12) monthly installments of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) beginning on July 1, 2021 and continuing on the first day of every month thereafter through June 30, 2026. The rent for any renewal period shall be at the market rate at the time of each election to renew, subject to mutual agreement, along with all "additional rent" items described herein.

6.1 The rent shall be due on or before the first day of every month throughout the term of this Agreement including any renewal periods and shall be delivered by the due date to the Commissioner of Finance at 233 East Washington Street, Room 128, Syracuse, New York 13202. Any payment made by check shall be made payable to the Commissioner of Finance.

6.2 If payment is not received within ten days of its due date, Tenant shall pay a late charge equal to five percent (5%) of the late amount. Such late charge shall be considered additional rent.

#### **ARTICLE 7. USE OF THE PREMISES**

7.0 Tenant shall use and occupy the Premises only as a parking garage. Tenant shall keep the Garage open to the general public at all times during its operation at normal rates which shall be made available to the City. Tenant also agrees to honor all existing City Parking Agreements entered into by the City with third parties which have been authorized by the Common Council. A list of all known such authorized agreements and a summary of their terms is attached to this Agreement as Exhibit "B". Tenant further agrees to make up to fifty (50) spaces available at all times free of charge to Syracuse Police Officers on official duty and CSEA members as required pursuant to the specific provisions of both the Syracuse Police Benevolent Association, Inc. (PBA) and CSEA Labor Agreements.

7.1 Tenant shall, at its own cost and expense, obtain any and all licenses and permits necessary for such use and occupancy. Such licenses and permits will not be unreasonably withheld by the City. Tenant shall comply with all federal, state and local laws, rules and regulations with respect to such use and occupancy of the Premises.

#### **ARTICLE 8. ASSIGNMENT**

8.0 Tenant shall not assign this Agreement or any part thereof unless the City has specifically authorized such an assignment in a writing executed by both Parties. The City may withhold its consent to assignment for any reason or for no reason whatsoever.

8.1 The City shall have the right to sell or assign any of its rights under this Agreement. Upon receipt of any notice of any sale or assignments by the City, Tenant shall fulfill each and every obligation to make all payments required under this Agreement to such buyer or assignee, and Tenant further agrees that upon receipt of notice of any sale or assignment by the City, Tenant will execute any acknowledgement, attornment, subordination or consent that the buyer or assignee may require.

#### **ARTICLE 9. CONSTRUCTION BY TENANT**

9.0 Any construction by Tenant or its permitted assigns or subtenants, for its use of the Premises, shall be done under a permit and according to plans approved by the required federal, state or local municipality having jurisdiction over such matters.

#### **ARTICLE 10. UTILITIES**

10.0 The cost and expense related to utility services to the Premises shall be the sole responsibility of the Tenant. This shall include but shall not be limited to any charge for electricity, gas, water or sewer services.

#### **ARTICLE 11. IMPROVEMENTS AND REPAIRS**

11.0 Except as otherwise stated herein, the City shall not be required to maintain, design, construct, landscape, decorate or make any repairs or improvements to the Premises or provide any services not already available to the Premises.

11.1 Tenant has agreed as additional consideration for this lease to construct certain improvements to the Premises as further outlined in the attached Exhibit "C" (hereinafter the "Improvements"). Tenant's construction of the Improvements shall be considered additional rent for the Premises. Failure of the Tenant to construct the Improvements substantially as described in Exhibit "C" shall be a breach of this Agreement. The construction of the Improvements shall commence on or before August 1, 2016 and shall be completed on or before August 1, 2017.

11.2 Except as otherwise stated herein, Tenant agrees to keep the Premises clean, neat and in good condition and repair and make all necessary improvements, repairs or replacements thereto, as required by local, state, or federal law and take all necessary steps to maintain it in a clean and sanitary manner. Tenant shall be responsible for all repairs including but not limited to all ordinary and extraordinary repairs to all electrical systems, plumbing systems, heating and cooling systems, security systems, roofing, revenue systems and elevators. For purposes of this Section 11.2, and notwithstanding anything herein or elsewhere to the contrary, the term "extraordinary repairs" do not include repair or replacement of the building's primary structure and systems including, but not limited to, foundations, beams, columns, floor slabs, shaft enclosures, stairwell structures and enclosures and other major infrastructure, systems, services and utilities, all of which shall remain the responsibility of the City.

11.3 After the expiration of all applicable cure periods, this Agreement may be terminated for Tenant's failure to comply, in any material way, with any provision of this Article at the City's sole discretion.

#### **ARTICLE 12. IMPROVEMENTS UPON TERMINATION**

12.0 Upon termination of this Agreement, Tenant shall deliver the Premises with any and all improvements located thereon in good repair and condition, reasonable wear and tear excepted. All improvements shall become the property of the City upon the expiration or termination of this Agreement, with the exception of valet and security system equipment including cameras, communication equipment and furnishings.

#### **ARTICLE 13. REVENUE SHARING**

13.0 If Tenant, with the prior written approval of the Commissioner of the Department of Public Works ("DPW"), enters into an agreement or agreements to rent or license one hundred (100) or more spaces to a third party (a "Parking Agreement"), then Tenant shall pay to the City forty percent (40%) of the net revenue generated from each Parking Agreement. Tenant shall pay the City its revenue share on a quarterly basis for each consecutive quarter following Tenant's receipt of any payment towards a Parking Agreement. Upon entering into a Parking Agreement with a third party, Tenant shall within ten (10) days provide a copy of said Parking Agreement to the City. The payments due to the City pursuant to this paragraph shall be considered additional rent.

13.1 If Tenant desires to remove any City owned equipment, fixtures, or goods, Tenant shall notify the City of its desire and shall make such equipment, fixtures, or good available to be picked up by the City at a time convenient to all Parties. If the City notifies the Tenant in writing that it has no interest in the equipment, fixtures, or goods, or fails to pick up the equipment, fixtures,



or goods within thirty (30) days after such written notice, then the Tenant may dispose of such equipment, fixtures, or goods at its own cost and expense.

#### ARTICLE 14. INSPECTION

14.0 During the term of this Lease, or any extension thereto, the City, its employees, agents, licensees or contractors shall have the right to inspect the Premises at any and all times for which the Premises are open and operating or at any other time upon reasonable notice to the Tenant. Notwithstanding anything to the contrary, the City expressly reserves the right to access the Premises in the event of any emergency necessitating immediate response.

#### ARTICLE 15. INSURANCE AND INDEMNITY

##### 15.0 Types and Amounts

Tenant shall procure and maintain policies of insurance, at its own cost and expense, insuring:

(a) The City and Tenant from all claims, demands or action for injury to or death of any person or property damage occurring on, in or about the Premises during the Term of this Agreement. Such policy or policies shall include the City as an additional insured without liability by the City for premium and shall provide limits of coverage in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence Ten Million Dollars (\$10,000,000.00) aggregate. Such liability and liabilities should be continued notwithstanding any recovery thereunder. Such policy or policies shall also include without limitation, vandalism and malicious mischief endorsements. Said insurance shall comprehend full coverage of the indemnity set forth below in Section 15.3; and

(b) The City and Tenant from Commercial Property Loss covering theft, property damage, vandalism, fire, natural disaster, smoke, wind, hail and other events of loss in an amount not less than the full replacement value of all improvements located on the Premises.

##### 15.1 Form of Insurance

The aforesaid insurance shall be with companies and in form, substance and amount, where not otherwise stated above, satisfactory to the City, insuring the City as well as Tenant against injury to persons or damage to property herein provided. The aforesaid insurance shall not be subject to cancellation except after at least thirty (30) days prior written notice to the City. The original insurance policies, or certificates thereof satisfactory to the City, together with satisfactory evidence of payment of the premiums thereon, shall be deposited with the DPW Parking Garage Supervisor at the City's DPW office at or prior to the Commencement Date, together with the renewals thereof not less than thirty (30) days prior to the end of the term of each such coverage. Tenant's submission under this Section shall accurately identify the Premises. Mere submittal of insurance documentation without sufficient identification of the subject of coverage shall not satisfy Tenant's obligations herein.

15.2 Unless due to the negligence of the City, its employees, agents, licensees or contractors, the City shall not be liable to Tenant for any loss, damage or injury to Tenant's property or its employees, tenants, subtenants, agents, patrons or licensees, guests or any other user or

operator of, on, or connected to, the Premises, resulting from fire, theft or any accident or casualty on the Premises, or the claims for such damage or injury, such claims being hereby expressly waived by Tenant.

**15.3 Indemnity**

Tenant shall indemnify, defend and hold harmless the City, its employees, agents, licensees or contractors from all injury, loss, claims or damages to any person or property while on the Premises, unless caused by the act, negligence or default of the City, its employees, agents, licensees or contractors, and from and against any and all injury, loss, claim, or damage to any person or property anywhere occasioned by any act, neglect, or default of Tenant, its employees, agents, licensees or contractors.

**ARTICLE 16. SIGNS**

**16.0** Tenant shall have the right, at its sole cost and expense, and in conformity with the applicable federal, state and local laws, ordinances and zoning, to place such signs on the Premises as shall indicate Tenant's name and the nature of its business.

**ARTICLE 17. TENANT'S COVENANTS**

**17.0** Tenant covenants and agrees as follows:

- (a) To pay when due the said rent at the time and in the manner aforesaid;
- (b) To procure at its own expense any licenses and permits required for any use made of the Premises by Tenant;
- (c) Upon the expiration or termination of this Agreement, to remove its effects and those of all persons claiming under it and to yield up peaceably to the City the Premises in good order, repair and condition in all respects, reasonable wear and tear excepted;
- (d) To keep and maintain the sidewalks adjacent to the Premises clean and free from snow, rubbish, trash, and garbage, and to store all trash and garbage within the Premises, and to arrange for the regular pick-up thereof. To keep and maintain the sidewalks adjacent to the Premises, as well as the entire Premises, in a clean, well lit, safe and secure manner, which shall include snow and ice removal, maintenance of walls, sprinkler and fire department connections, as well as maintaining and planting the landscaping and garden features, together with such other repairs and maintenance as shall be necessary to comply with this Agreement;
- (e) To procure and maintain at its own expense any water, sewer and utility connections to the Premises;
- (f) Not to make any use of the Premises which is improper, offensive or contrary to any law or ordinance; nor to permit any act or thing to be done on the Premises which shall be contrary to any law or ordinance or which shall constitute a nuisance or which may make void or voidable any insurance on the Premises;

(g) To pay promptly when due the entire cost of any work to the Premises undertaken by Tenant so that the Premises shall at all times be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, using material of good quality and complying with all governmental requirements; and to insure, indemnify, defend, and hold harmless the City from any and all injury, loss, claims or damage to any person or property arising or growing out of such work or materials;

(h) To pay all other charges or fees attributable to Tenant's use of the Premises, including, but not limited to, charges for real property taxes and special assessments, Downtown Special Assessments, utilities, water and sewer charges; it being the intention of the parties to this Agreement that the City shall have no responsibility for any operation of, or for the payment of, any of the costs or expenses of the Premises, its renovation or its operation during the term of this Agreement; and

(i) To name the City as an additional insured on any other insurance policies obtained by Tenant in furtherance of Tenant's activities on the Premises.

#### **ARTICLE 18. SUBORDINATION**

**18.0** This Agreement and the lien thereof shall be subordinate to the lien of any present or future mortgage or mortgages upon the Premises or any property of which the Premises are a part irrespective of the time of execution or the time of recording of any such mortgage or mortgages; and Tenant grants the City Power of Attorney for Tenant in the event Tenant refuses to execute said instruments evidencing said subordination. The above subordination is granted on the condition that the holder of any such mortgage shall provide, and agree in writing, that in the event of foreclosure or other action taken under the mortgage, the lease and the rights of Tenant shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, extensions, renewals and replacements thereof, and any and all advances thereunder.

#### **ARTICLE 19. WAIVERS**

**19.0** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its right hereunder. No waiver by either party at any time, express or implied, shall be deemed a waiver of a breach of any other provision of this lease or a consent to any subsequent breach of the same or of any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent or approval of such action on any one occasion shall not be deemed a consent to or approval of any other action on the same or any subsequent action.

#### **ARTICLE 20. DEFAULT AND OPPORTUNITY TO CURE**

##### **20.0 Tenant Default**

(a) Tenant shall be in default under the terms of this Agreement if any of the following occur:

1. Tenant fails to or neglects to perform or observe any of the terms or conditions and covenants in this Agreement, other than the payment of rent, and Tenant shall not cure such failure or neglect following thirty (30) days written notice from the City specifying such default, if default may not be reasonably cured within thirty (30) days, then upon work to cure the default commencing within thirty (30) days and completion of such work to cure being completed within ninety (90) days or such other time period agreed upon by the parties in writing;

2. The rents and any late charges or additional rents specified in this Agreement are not paid within ten (10) days after written notice from the City specifying such lack of payment;

3. Tenant files for bankruptcy, is declared bankrupt, insolvent by law, or if any assignment shall be made for the benefit of creditors;

4. A receiver is appointed for Tenant by any court and shall not be dissolved within thirty (30) days thereafter;

5. The leasehold interest of Tenant is levied on under execution and such judgment is not released or paid with thirty (30) days of execution;

6. Tenant fails to renew or obtain any or all insurance, and proof of current insurance coverage is not provided within ten (10) days after written notice from the City specifying such lack insurance coverage; or

7. Tenant fails to renew or obtain any or all licenses or permits necessary to continue its permitted and intended use for the Premises.

**20.1 City's Options in Event of Tenant Default**

(a) In any of the above events of default, the City shall have the option to do any of the following by summary proceeding (when applicable) or any other applicable process or proceeding, and in addition to and not in limitation of any other remedy permitted by law or by this Agreement:

1. Terminate this Agreement, in which event, Tenant shall immediately surrender the Premises to the City; but if Tenant shall fail to do so, the City may, without further notice and without prejudice to any other remedy the City may have for possession or arrearages in rent, or damages for breach of contract, enter upon the Premises and expel or remove Tenant and its effects, without being liable to prosecution or any claim for damages therefore.

Tenant shall indemnify the City for all loss and damage which the City may suffer by reason of such lease termination, whether through inability to re-lease the Premises, or decrease in rent, or expense of operation, or otherwise.

In the event of such termination, the City may, at its option, retain any or all of Tenant's prepaid rent then in the City's possession.

2. The City may also enter upon the Premises as the agent of Tenant, peaceably, without being liable to prosecution or any claim for damages therefore, remove Tenant's property therefrom and re-lease the Premises and receive the rents therefore, and Tenant shall pay the City any deficiency that may arise by reason of such re-leasing, on demand at any time. For



purposes of re-leasing, the City may (a) make any repairs, changes, alterations, or additions on or to the Premises, (b) pay all costs and expenses therefor from the rents resulting from the re-leasing, and (c) Tenant shall pay the City any deficiency as aforesaid.

3. Charge Tenant any and all reasonable attorneys, architect, engineers, appraisals or any other fees or costs incurred by the City in pursuit of any of its remedies herein.

#### **20.2 City Default and Opportunity to Cure**

In the event that the Tenant claims that the City is in default of any condition of this Agreement, then the Tenant must provide the City with thirty (30) days written notice subject to the City's right to cure such a default within the thirty (30) day notice period or any extensions thereof agreed to by the parties in writing.

### **ARTICLE 21. HAZARDOUS MATERIALS**

#### **21.0 Hazardous Materials**

(a) Tenant shall not allow or cause any oil or hazardous materials, hazardous substances or hazardous wastes or any other contaminant or pollutant to be released at, on, to, into or from the Premises, except in accordance with the terms and conditions of a permit, certificate, license or other written approval of a governmental body.

(b) It shall promptly notify the City in writing of the filing of an environmental lien against the Premises, the listing or proposed listing of the Premises on the Federal National Priorities list, the New York State Inactive Hazardous Waste Disposal Site Registry or comparable state list, or of any environmental claim, notification, order, violation, action, suit or proceeding with respect to the Premises.

(c) Without prejudice to any other right, remedy or claim that the City may have against Tenant, Tenant shall pay the City an amount equivalent to the costs and expenses of any environmental audit, survey or investigation undertaken by the City, its employees or agents relating to the Premises, if the audit survey or investigation is required as a result of activity by Tenant, its patrons or other persons using the Premises.

(d) Tenant shall indemnify, defend, and hold harmless the City, from and against all loss, liability, damage and expense, including, without limitation, reasonable costs associated with administrative and judicial proceedings, reasonable engineering, consulting and attorney's fees suffered or incurred by the City on account of (i) Tenant's failure to comply with any federal, state or local environmental law, code, ordinance, rule or regulation or any interpretation or order of any regulatory or (ii) any release or threatened release of hazardous wastes or any other contaminant or pollutant at, on, to, or into the Premises or from the Premises on, to or into any adjoining property or other property; (iii) any and all damage to natural resources or real property and/or harm or injury to any person resulting or alleged to have resulted from (A) such failure to comply with, or otherwise arising under, any federal, state or local environmental law, code, ordinance, rule or regulation or any interpretation or order of any regulatory or administrative authority with respect thereto, or the common law, and/or (B) any release or threatened release of oil or hazardous materials, hazardous

substances or hazardous wastes or any other contaminant or pollutant; or (iv) the breach of any of the warranties and representations or the terms and conditions contained in these provisions.

(e) In the event that there shall be applied a lien against the Premises pursuant to any federal, state or local law, code, ordinance, rule or regulation or under common law, pertaining to oil or hazardous materials, hazardous substances or hazardous wastes or any other contaminant or pollutant brought in by Tenant, patrons of Tenant or other user of the Premises, Tenant shall pay the claim and remove the lien from the Premises no later than thirty (30) days from the date Tenant receives notice of the lien. Notwithstanding the foregoing, in the event any governmental authority has commenced efforts to cause the Premises to be sold pursuant to the lien, the City reserves the right to demand that Tenant pay the claim and remove the lien from the Premises within the period of time specified by the City.

#### **ARTICLE 22. EMINENT DOMAIN**

22.0 If the Premises or any part thereof, or if properties of the City including the Premises or any part of the Premises, shall be the subject of condemnation or action of eminent domain by any governmental or other authority lawfully exercising the right of eminent domain, the City, at the City's option, may terminate this Agreement with respect to such part of the Premises condemned and Tenant shall not be entitled to receive any part of any condemnation award in connection therewith, provided, however, that in such event, rent paid or payable with respect thereto shall be refunded or abated pro-rata from the date of such termination.

#### **ARTICLE 23. RIGHT OF FIRST REFUSAL**

23.0 The City hereby grants to Tenant during the term of this Lease, or any extension thereto, a right of first refusal to purchase the Premises upon written notice by the City to Tenant of its receipt of a bona fide third-party offer after which Tenant shall have fourteen (14) calendar days to exercise Tenant's right of first refusal upon the same or substantially the same terms and conditions as in such bona fide written offer in possession of the City.

#### **ARTICLE 24. NOTICES**

24.0 All notices to or demands upon the City or Tenant desired or required to be given under any of the provisions hereof, shall be in writing. Unless otherwise expressly provided for herein, any notices or demands from the City to Tenant shall be deemed to have been duly and sufficiently given if a copy thereof has been hand-delivered or mailed by United States registered or certified mail in an envelope properly stamped and addressed to the City as follows: City of Syracuse, Department of Assessment 233 East Washington Street, Room 130, Syracuse, New York 13202, with copy to: City of Syracuse, Office of Corporation Counsel 233 East Washington Street, Room 300, Syracuse, New York 13202 or at such address as the City may therefore have furnished by written notice to Tenant, and any notices or demands from the City to Tenant shall be deemed to have been duly and sufficiently given if hand-delivered or mailed by United States certified mail in an envelope properly stamped and addressed to Lessee as follows: MDS MT, LLC, 500 South Warren Street, Syracuse, New York 13201, or at such other address as Tenant may therefore have furnished by written notice to the City. The effective date of such notice shall be the day of the date of hand-delivery or three (3) days after the delivery of the same to the United States Postal Service.

**ARTICLE 25. SEVERABILITY**

25.0 If any term or provision of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of the remaining terms or provisions shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent provided by law.

**ARTICLE 26. ENTIRE AGREEMENT**

26.0 This instrument contains the entire agreement between the parties and no oral statements or representations or prior written materials not contained in this instrument shall have any force or effect. This Agreement shall not be modified or amended except in a writing, executed by both parties.

**ARTICLE 27. SUCCESSORS OR ASSIGNS**

27.0 This Agreement shall constitute a binding agreement for the lease of the Premises and shall be binding upon and inure to the benefit of each of the parties hereto, their respective heirs, executors, administrators, successors, and in accordance with Article 8 above, their assigns.

**ARTICLE 28. COUNTERPARTS**

28.0 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**ARTICLE 29. APPLICABLE LAW**

29.0 This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Venue of any legal action brought pursuant to this Agreement shall be in the State or Federal courts located within the County of Onondaga, and State of New York.

**ARTICLE 30. RELATIONSHIP OF THE PARTIES**

30.0 Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision herein contained, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the City as owner/landlord of the premises and MDS MT, LLC as the tenant.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

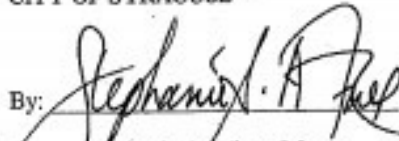
Attest:

CITY OF SYRACUSE

By:

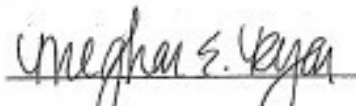
  
John P. Copanas, City Clerk

By:

  
Stephanie A. Miner, Mayor

STATE OF NEW YORK     )  
COUNTY OF ONONDAGA   ) ss.:  
CITY OF SYRACUSE     )

On this 18<sup>th</sup> day of August, 2016, before me, the undersigned, a Notary Public in and for said state, personally appeared Stephanie A. Miner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

Meghan E. Ryan  
Notary Public, State of New York  
No. 02RY6281670  
Qualified in Onondaga County  
Commission Expires October 21, 2017



MDS MT, LLC

By: 

EDWARD M. RILEY

Print Name

MANAGING MEMBER, MEMBER

Print Title

STATE OF NEW YORK     )  
COUNTY OF ONONDAGA   ) ss.:  
CITY OF SYRACUSE        )

On this 17<sup>th</sup> day of August, 2016 before me the undersigned, a notary public in and for said state, personally appeared **Edward M. Riley**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as sole Member and Manager, the limited liability company described in and which executed the above instrument; that he signed the instrument pursuant to a resolution of the limited liability company and that he signed his name thereto by like order; and that by his signature on the instrument, **Edward M. Riley**, executed the instrument.

  
Notary Public

13



**EXHIBIT A**

**LEGAL DESCRIPTION**

NY 3712-252

**SCHEDULE A**

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Syracuse, County of Onondaga and State of New York and being a portion of Block #143, in said City and being more particularly described as follows:  
BEGINNING at the intersection of the present easterly line of South Warren Street with the present southerly line of Harrison Street, said point of intersection being the northwest corner of said Block #143;  
thence S. 89-49'-40" E., along said southerly line of Harrison Street, a distance of 132.00 feet to its intersection with the westerly line of Harrison Place;  
thence S. 00-03'-30" W., along said westerly line of Harrison Place, a distance of 493.35 feet to its intersection with the northerly line of East Adams Street;  
thence N. 89-47'-50" W., along said northerly line of East Adams Street, a distance of 132.00 feet to its intersection with said easterly line of South Warren Street and the southeast corner of said Block #143;  
thence N. 00-03'-30" E., along said easterly line of South Warren Street and the westerly line of said Block #143, a distance of 493.35 feet to the point of beginning.

Filed, Recorded in the  
City of Syracuse, N.Y.  
in Book 132 at  
Page 252 of the  
and omitted.

*James H. Kelly*  
COUNTY CLERK  
ONONDAGA COUNTY CLERK'S OFFICE

*132*

# Issues & Concerns Regarding City Sales Tax Revenue & Harrison Garage Arrears

## Appendix K:

Appendix K

SYRACUSE MARRIOTT DOWNTOWN - Harrison St. Garage								
TERM: 10/1/16 - 9/30/22								
MONTH OF LEASE	DATE PAID	monthly billed	AMOUNT PD	LATE FEE OWED	MONTHLY PMT OWED	DUE	For	Notes
07/01/16	8/9/2016	\$33,333.33	\$33,333.33	\$1,666.66		\$0.00	Jul-16	Commencement Date July 1, 2016 (FF12)
08/01/16	8/11/2016	\$33,333.33	\$33,333.33	\$1,666.66		\$3,666.66	Aug-16	
09/01/16	9/30/2016	\$33,333.33	\$33,333.33	\$1,666.66		\$3,333.32	Sep-16	
10/01/16	11/4/2016	\$33,333.33	\$33,333.33	\$1,666.66		\$4,999.98	Oct-16	
11/01/16	12/12/2016	\$33,333.33	\$33,333.33	\$1,666.66		\$6,666.64	Nov-16	
12/01/16	1/4/2017	\$33,333.33	\$33,333.33	\$1,666.66		\$8,333.30	Dec-16	
01/01/17	2/13/2017	\$33,333.33	\$33,333.33	\$1,666.66		\$9,999.96	Jan-17	
02/01/17	3/2/2017	\$33,333.33	\$33,333.33	\$1,666.66		\$11,666.62	Feb-17	
03/01/17	4/4/2017	\$33,333.33	\$33,333.33	\$1,666.66		\$13,333.28	Mar-17	
04/01/17	5/8/2017	\$33,333.33	\$33,333.33	\$1,666.66		\$14,999.94	Apr-17	
05/01/17	6/9/2017	\$33,333.33	\$33,333.33	\$1,666.66		\$16,666.60	May-17	
06/01/17	6/30/2017	\$33,333.33	\$33,333.33	\$1,666.66		\$18,333.26	Jun-17	
07/01/17	10/25/2017	\$33,333.33	\$33,333.33	\$1,666.66		\$19,999.92	Jul-17	Replaced Original Check
08/01/17	10/23/2017	\$33,333.33	\$33,333.33	\$1,666.66		\$21,666.58	Aug-17	Replaced Original Check
09/01/17	10/23/2017	\$33,333.33	\$33,333.33	\$1,666.66		\$23,333.24	Sep-17	Replaced Original Check
10/01/17	11/8/2017	\$33,333.33	\$33,333.33	\$1,666.66		\$24,999.90	Oct-17	
11/01/17	12/01/2017	\$33,333.33	\$33,333.33	\$1,666.66		\$26,666.56	Nov-17	
12/01/17	1/10/2018	\$33,333.33	\$33,333.33	\$1,666.66		\$28,333.22	Dec-17	
01/01/18	2/2/2018	\$33,333.33	\$33,333.33	\$1,666.66		\$29,999.88	Jan-18	
02/01/18	3/30/2018	\$33,333.33	\$33,333.33	\$1,666.66		\$31,666.54	Feb-18	
03/01/18	4/6/2018	\$33,333.33	\$33,333.33	\$1,666.66		\$33,333.20	Mar-18	
04/01/18	5/18/2018	\$33,333.33	\$33,333.33	\$1,666.66		\$34,999.86	Apr-18	
05/01/18	6/1/2018	\$33,333.33	\$33,333.33	\$1,666.66		\$36,666.52	May-18	
06/01/18	6/26/2018	\$33,333.33	\$0.00	\$1,666.66	\$0.00	\$38,333.18	Jun-18	Stop Payment Done
07/01/18	7/27/2018	\$33,333.33	\$33,333.33	\$1,666.66		\$39,999.84	Jul-18	
MONTH OF LEASE	DATE PAID	monthly billed	AMOUNT PD	LATE FEE OWED	MONTHLY PMT OWED	DUE	For	Notes
08/01/18	7/3/2018	\$33,333.33	\$33,333.33	\$1,666.66		\$41,666.50	Aug-18	
09/01/18	9/6/2018	\$33,333.33	\$33,333.33	\$1,666.66		\$43,333.16	Sep-18	
10/01/18	10/1/2018	\$33,333.33	\$33,333.33	\$1,666.66	\$0.00	\$44,999.82	Oct-18	
11/01/18	10/29/2018	\$33,333.33	\$33,333.33	\$1,666.66		\$46,666.48	Nov-18	
12/01/18	11/9/2018	\$33,333.33	\$33,333.33	\$1,666.66		\$48,333.14	Dec-18	
01/01/19	12/3/2018	\$33,333.33	\$33,333.33	\$1,666.66		\$49,999.80	Jan-19	
02/01/19	12/28/2018	\$33,333.33	\$33,333.33	\$1,666.66		\$51,666.46	Feb-19	
03/01/19	1/28/2019	\$33,333.33	\$33,333.33	\$1,666.66		\$53,333.12	Mar-19	
04/01/19	3/1/2019	\$33,333.33	\$33,333.33	\$1,666.66		\$54,999.78	Apr-19	
05/01/19	3/22/2019	\$33,333.33	\$33,333.33	\$1,666.66		\$56,666.44	May-19	
06/01/19	4/26/2019	\$33,333.33	\$33,333.33	\$1,666.66		\$58,333.10	Jun-19	
07/01/19	5/31/2019	\$33,333.33	\$33,333.33	\$1,666.66		\$59,999.76	Jul-19	
08/01/19	6/28/2019	\$33,333.33	\$33,333.33	\$1,666.66		\$61,666.42	Aug-19	
09/01/19	8/7/2019	\$33,333.33	\$33,333.33	\$1,666.66		\$63,333.08	Sep-19	
10/01/19	8/27/2019	\$33,333.33	\$33,333.33	\$1,666.66		\$64,999.74	Oct-19	
11/01/19	9/27/2019	\$33,333.33	\$33,333.33	\$1,666.66		\$66,666.40	Nov-19	
12/01/19	10/9/2019	\$33,333.33	\$33,333.33	\$1,666.66		\$68,333.06	Dec-19	
01/01/20	10/29/2019	\$33,333.33	\$33,333.33	\$1,666.66		\$69,999.72	Jan-20	
02/01/20	12/4/2019	\$33,333.33	\$33,333.33	\$1,666.66		\$71,666.38	Feb-20	
03/01/20	1/31/2020	\$33,333.33	\$33,333.33	\$1,666.66		\$73,333.04	Mar-20	pd to date
04/01/20	3/31/2020	\$33,333.33	\$33,333.33	\$1,666.66		\$74,999.70	Apr-20	
05/01/20	5/13/2020	\$33,333.33	\$33,333.33	\$1,666.66		\$76,666.36	May-20	
06/01/20	6/3/2020	\$33,333.33	\$33,333.33	\$1,666.66		\$78,333.02	Jun-20	pd to date
07/01/20	7/9/2020	\$33,333.33	\$33,333.33	\$1,666.66		\$79,999.68	Jul-20	
08/01/20	9/23/2020	\$33,333.33	\$33,062.75	\$1,666.66	\$272.58	\$85,270.36	Aug-20	
09/01/20		\$33,333.33		\$1,666.66	\$33,333.33	\$80,270.35		
10/01/20		\$33,333.33	-\$311.28	\$1,666.66	\$33,444.61	\$125,381.62		
11/01/20		\$33,333.33		\$1,666.66	\$33,333.33	\$160,381.61		
12/01/20		\$33,333.33		\$1,666.66	\$33,333.33	\$195,381.60		
01/01/21		\$33,333.33		\$1,666.66	\$33,333.33	\$230,381.59		
02/01/21		\$33,333.33		\$1,666.66	\$33,333.33	\$265,381.58		
03/01/21		\$33,333.33		\$1,666.66	\$33,333.33	\$300,381.57		
04/01/21		\$33,333.33		\$1,666.66	\$33,333.33	\$335,381.56		
05/01/21		\$33,333.33		\$1,666.66	\$33,333.33	\$370,381.55		
06/01/21		\$33,333.33		\$1,666.66	\$33,333.33	\$405,381.54		
07/01/21		\$33,333.33		\$1,666.66	\$33,333.33	\$440,381.53		1/2 was \$17,200.00 no agreement to refund
08/01/21		\$33,333.33		\$1,666.66	\$33,333.33	\$475,381.52		
09/01/21		\$33,333.33		\$1,666.66	\$33,333.33	\$510,381.51		
10/01/21	10/13/2021	\$33,333.33	\$33,333.33	\$1,666.66	\$0.00	\$512,048.17	Sep-20	
11/01/21		\$33,333.33		\$1,666.66	\$33,333.33	\$547,048.16		
12/01/21		\$33,333.33		\$1,666.66	\$33,333.33	\$582,048.15		
01/01/22		\$33,333.33		\$1,666.66	\$33,333.33	\$617,048.14		
		2,299,999.77	\$1,699,817.97	\$83,133.02	\$534,715.14	\$617,048.14		

**Appendix L:**

HARRISON GARAGE LEASE REVENUE					
	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
HARRISON ST LEASE REVENUE	\$434,641	\$399,882	\$395,353	\$32,951	\$0

