

The Greater Binghamton Fund (GBF)

Innovation District (iDistrict) Improvements

PROJECT: Streetscape Enhancements

VILLAGE OF JOHNSON CITY, NEW YORK

Request for Proposals

for

Professional Design Services/Engineering and Construction Management Services

January 14, 2022

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INSTRUCTIONS TO BIDDERS

BACKGROUND

The Village of Johnson City is generating remarkable momentum, as evidenced by the Village's designation as an iDistrict. An iDistrict, short for Innovation District, is a geographic area where cutting-edge, high-tech anchor institutions and companies cluster and connect with startups, business incubators and accelerators.

This concept complements existing New York State economic development strategies supporting Placemaking and Downtown Revitalization where physically compact areas are accessible by multiple modes of transport, contain mixed uses and spur job creation and innovation. The establishment of the Greater Binghamton Fund allows for the redesign of downtown Johnson City to bring this development into fruition and the GBF Strategic Investment Plan into reality.

For this particular project, the Village seeks a qualified firm to redesign our downtown streetscapes to make it a more visibly appealing area to live, work and visit. Additionally, this firm must be able to manage the reconstruction efforts proposed and accepted by Village staff and the community at large. In doing so, the firm must keep in mind the Village's new branding effort to support Broome County's Health and Cultural District and the upcoming organization of the Downtown Business Association. For more information on project scope and budget, see Exhibit A.

GENERAL INFORMATION

1. Invitation – The Village of Johnson City is inviting sealed responses from qualified individuals for THE GREATER BINGHAMTON FUND – INNOVATION DISTRICT (iDISTRICT) IMPROVEMENTS detailed in the accompanying Request for Proposal (RFP). RFPs will be received until **12:00 p.m. local time on Friday, March 11, 2022**. Any RFP received after the time and date specified will not be considered.

2. Submittal of RFP – One (1) original, One (1) copy, and One (1) pdf version on a digital medium (e.g. USB thumb drive) of the RFP shall be delivered or mailed with any required data in a sealed envelope addressed to:

Planning Department
Village of Johnson City
243 Main St
Johnson City, New York 13790

3. Inquiries – Any inquiries or requests for explanation regarding this RFP must be received by **12:00 p.m. local time, Friday, February 25, 2022**. No oral interpretation or clarifications will be given. Prospective responders desiring further information or interpretations must make requests by e-mail. All inquiries together with Village of Johnson City's response will be issued to all prospective responders well in advance of the date for proposal submission. Requests for information should be addressed to:

Stephanie Yezzi, Senior Planner
seniorplanner@villageofjc.com

4. Form of RFP – Responses to the RFP should be prepared in the format set forth in the accompanying documents, including a full description of the responder's experience. A non-responsive or incomplete response will be removed from consideration.

Prior to the opening of responses, the Village may amend through Addenda the RFP specifications to correct errors or omissions or to supply additional information as it becomes available. All Addenda will be

provided to all respondents no later than three (3) days prior to the date the qualification statements and cost proposals are due.

5. VILLAGE'S RIGHTS - THE VILLAGE RESERVES THE RIGHT TO NEGOTIATE WITH ANY OR ALL RESPONDERS; TO REJECT ANY OR ALL RFPs, IN WHOLE OR ANY PART THEREOF; TO RE-SOLICIT FOR RFPs; AND TO WAIVE ANY MINOR NON-CONFORMITIES IN ACCORDANCE WITH THE VILLAGE'S DETERMINATION OF ITS OWN BEST INTERESTS.

6. Fees - The response must clearly present the basis for the responder's compensation or fee structure for all services described in the response. If a particular service is "value added" the response shall so state. The fees shall include all ordinary operating expenses incurred by the firm. Extraordinary expenses incurred at the request of and with the consent of the Village will be reimbursed.

8. RFP Longevity - An RFP may be withdrawn at any time prior to the date specified as the closing date for acceptance; however, no responder may withdraw or cancel their response for a period of forty-five (45) days following the closing date for acceptance, nor shall the successful responder withdraw, cancel or modify the response, after having been notified that the RFP has been accepted by the Village, except at the request of the Village or with the Village's written consent.

9. Evaluation of RFP – Responses to the RFP will be judged upon the responder's ability to provide services, which meet the requirements set forth in the accompanying documents. The Village reserves the right to make such investigations as it deems necessary to determine the ability of the responder to provide services meeting a satisfactory level of performance in accordance with the Village's requirements.

10. Interviews –An interview may be arranged at a mutually convenient time and place. A presentation by the responder to the Village may be required prior to the recommendation and consideration of an award.

12. Responders Conditions - Any conditions or expectations on the part of the responder for performance by the Village must be set forth in responder's submittal. The Village is not obliged to consider the responder's post-submittal terms and conditions. *** If any service is not included, or is available for an additional cost, the submittal shall clearly so state. ***

14. Responders Preparation Costs - Any costs incurred by the responder in responding to the Request for Proposals is at the responder's own risk and expense as a cost of doing business. All materials submitted with a RFP shall become property of the Village and will not be returned to the responder. The responder is hereby notified that all submitted materials are subject to disclosure pursuant to the New York State Freedom of Information Law (New York Public Officer's Law section 86 et seq.).

15. Deliverables – Although the specific deliverables are subject to negotiation the successful responder will be expected to provide the required services as outlined in this proposal.

16. Ex parte contact – Responder shall not contact any other Village officials regarding this RFP other than in accordance with the procedure outlined herein. Any responder that violates the foregoing provision may be disqualified from consideration. Responses shall be based solely on information provided in the RFP and any addenda thereto.

17. Minimum Qualifications – The Village acknowledges that this is a Professional Service and not subject to conventional public bidding. However, the Village has directed this RFP to several pre-selected candidates/institutions and has placed a Legal Ad in the Binghamton Press and Sun-Bulletin concerning this RFP. The responder must guarantee that the professional business entity has not made a contribution within one calendar year immediately preceding the date of the contract or agreement which exceeded the permitted thresholds set forth in article 14 of the Election Law of the State of New York.

SCOPE OF WORK

This Scope of Work (SOW) constitutes the scope of services sought by the Village of Johnson City. The Services the Responder shall provide include, without limitation:

DESIGN SERVICES

1. Consult with the Village and provide strategic planning, including cost estimates, state aid estimates and timing/scheduling of construction.
2. Make design recommendations to the Village that take into consideration the awarded grant amount, the Village's vision, and the vision and progressive ideas of the Responder.
3. Assist the Village in the selection of consultants (e.g., construction management or enhanced clerk of the works services), where appropriate, for the project. Review performance of these groups, making recommendations when necessary.
4. In conjunction with the Village, assist with the delineation of responsibilities and duties among the Village, Contractors, Suppliers and others involved in the Project.
5. Review the scheduling of project milestones and documentation with the Village to ensure its timely delivery within budget, schedule and with minimum changes.
6. Study alternative systems, manufacturers and vendors of long lead items, to obtain the most economic benefit from a cost standpoint (balancing short- and long-term needs).
7. Determination and procurement of permits and approvals.
8. Complete and assist with necessary environmental testing and review, floodplain review, and all other required testing or local permitting reviews.
9. Prepare all aspects of the construction documents with the Village. Provide recommendations on relative feasibility of construction methods, materials, labor, phasing, temporary construction, time requirements for procurements and cost evaluation of alternate materials and systems.
10. Report regularly orally and in writing to the Village on progress, budgets and schedule. Provide written minutes in a timely manner after all meetings held with Village officials and employees, Village Board members, and community group members.
11. Attend and participate at any meetings or public hearings as may be required for the project.
12. Assist the Village in establishing cost breakdowns and other controls with which to evaluate the responsiveness and completeness of construction bids received.
13. Prepare and submit all reports, notices, and statements as required by New York State and its agencies to evaluate, fund and approve the Project, in accordance with, but not limited to, the requirements of Department of State Office of Planning, Development and Community Infrastructure Department of Transportation, and Department of Environmental Conservation, and all other involved or permitting agencies.

CONSTRUCTION PHASE/CONSTRUCTION MANAGEMENT SERVICES

1. Establish a system of controls requiring specific performance of contractors and vendors, and which will anticipate by means of adequate reporting and documentation, the means to resolve disputes, delays and Change Orders.
2. Develop cost models, monitor progress and evaluate proposed changes and their cost impacts during the construction phases of each project.

3. Provide limited construction administration as follows:
 - a. Pre-construction Meeting
 - i. Attend a pre-construction meeting with Village and sub-contractors.
 - ii. Prepare and distribute meeting minutes to all parties.
 - b. Review material submittals for conformance with the project plans and specifications and provide coordination with the Village and sub-contractors as needed.
 - c. Reply to requests for information – Provide interpretations of the contract documents.
 - i. Respond to requests for information (RFI)
 - ii. All construction questions received from sub-contractors shall be resolved with sketches, field reports, proposals requests or other instructional documents prepared within a two-week review period.
 - d. Evaluation of the work
 - i. Visit the site periodically, on an on-call basis, to observe construction and answer questions.
 - ii. Assist the Village in preparing a list of incomplete or improper work items (Project Deficiency List) for prime contractor at the time of substantial completion.
 - iii. Conduct final inspection to review the project for compliance with the requirements of the contract documents.
 - e. Project deficiency list development
 - i. Assist the Village in preparing a list of incomplete or improper work items for prime contractors at the time of substantial completion.
 - ii. Visit site to develop punch list at substantial completion, and a final visit to the site to confirm punch list items have been addressed.
 - f. Review and certify pay applications received by subcontractors, on behalf of the Village.
4. Provide all necessary personnel and expertise required for the administration of contracts, negotiation of change orders and resolution of disputes and delays.
5. Assist the Village with the testing services and other services retained for the Project.
6. Assist the Village with the coordination of activities of the utility companies and the regulatory agencies.
7. Expedite the review process after receiving submittals and shop drawings while checking for conformance with the contract documents, maintaining accurate records of accepted shop drawings and submittals.
8. Continue progress evaluation, determine effects on the project schedule and make recommendations to adjust the work as required to maintain the accepted schedule.
9. Attend/conduct when necessary all job meetings involving the project team; keep and distribute accurate minutes of meetings.
10. Establish, maintain and utilize a cost control system for all construction; keep records in a form readily usable by the project team and make recommendations to the Village.
11. Review requests for payment from contractors and suppliers against previously established milestones and schedules and work completed.

12. Assist contractors to avoid and resolve jurisdictional disputes when and if they occur.
13. Prepare and maintain a current master record copy of drawings showing all changes to the contract drawings.
14. Collect and organize for delivery to the Village all operating manuals, equipment lists and maintenance manuals required by the contract documents.
15. Recommend to the Village when inspection(s) to determine substantial completion and final completions and punch-lists should be made, conduct such inspection(s) with the project team and others, as required, and ensure that all punch-list items are corrected.
16. Provide regular reporting to the Village and attend and participate at any meetings or public hearings as necessary.
17. Assist the Village personnel in assuming operation of all systems, including scheduling of instructional sessions by the contractor as required in contract documents and preparation of operations and maintenance manuals.
18. Assist the Village in exercising guarantees and warranties.
19. Deliver all records, final drawings, documents and other items pertinent to the project to the Village.
20. Notify the Village of the suspected presence of hazardous or toxic materials, incomplete work, any failures of contractors to perform work and such other occurrences or conditions as may adversely affect the Project.
21. Diligently pursue all contractor closeouts.
22. Track and gather information from contractors and other parties as necessary to then prepare and submit all reports, notices, and statements as required by New York State and its agencies to fund and evaluate the Project, in accordance with, but not limited to, the requirements of the NYS Department of State Office of Planning, Development and Community Infrastructure, and all other involved or permitting agencies.
23. Supply Village with one (1) complete set of as-built drawings after project completion and acceptance.

PROJECT TIMELINE

Construction should begin in 2022.

The Contract Period Ends on May 2024.

Proposed schedule for designs, bidding, construction, and close-out should take these stipulations into account.

STANDARD CONTRACT CLAUSES:

The successful Responder will be required to enter into a written agreement for services that incorporates the terms and conditions of this RFP, including the following minimum terms and conditions. The submission of a response to the RFP indicates the Responder agrees to the following terms and conditions for professional services. The Village reserves the right to include additional terms in the final agreement with the successful Responder and to make changes to the following clauses. In any event, the final contract shall be in a form and contain provisions acceptable to counsel for the Village.

1. Compliance with Law and Standard Practices: The Responder shall perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, rules, and

regulations, including applicable licensing requirements and applicable Village Board policies as existing and as amended.

2. **Statutory Compliance:** The Responder covenants and agrees to comply in all respects with all federal, state and local laws and ordinances regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages, and human rights.
3. **Prevailing Wage Law:** The Responder will pay prevailing wages and benefits to the extent required by the laws of the State of New York and certify compliance in writing to the Village.
4. **MWBE:** The Responder covenants and agrees to comply with the New York State Minority and Women-Owned Business Enterprise requirements as set forth by the New York State Department of State. It is anticipated that the MBE and MWE goals for this project will be 15% and 15% (30% overall).
5. **Assignment or Subletting of Contract:** The Responder may not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or its responsibility to perform under this Agreement or its right, title or interest in and/or to the same, nor any monies which are or will become due on and payable to it thereunder, nor the power to execute such Agreement to any other person or corporation without the prior express written consent of the Village.
6. **Indemnification:** To the fullest extent permitted by law, the Responder and Responder's officers, directors, members, partners, agents, employees, and consultants will indemnify, defend with competent counsel and hold harmless the Village, its officers, agents and employees from and against any and all liabilities, claims, damages, judgments or awards and any and all loss or expense (including reasonable attorney's fees) that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law or equity caused or sustained by or because of any omission of duty, negligence or intentional wrongful act on the part of the Responder, its employees or agents, including subcontractors, in connection with the Agreement.
7. **Contract Modifications:** This Agreement represents the entire and integrated agreement between the Village and the Responder and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Village and the Responder. All verbal clarifications, changes, or modifications of the scope or details in the work are to be followed up with written verification and agreement by both parties. The Village reserves the right of final interpretation of any clarifications or modifications relative to the Agreement.
8. **Severability:** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
9. **Conflict of Interest:** The Responder hereby covenants and agrees that no member of the Village Board or other Village officer or employee forbidden by law to be interested in this Agreement will directly or indirectly benefit therefore.
10. **Independent Contractors:** The Village and the Responder are independent contractors and shall have no other relationship. Neither party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.
11. **Conflict of Laws; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any litigation or other proceeding arising under this Agreement shall be commenced in a court of appropriate subject matter jurisdiction in the State of New York with venue in Broome County.

12. Insurance: The Agreement shall require compliance with all insurance requirements of the Village. A copy of such requirements is attached to this RFP as an exhibit and such requirements are incorporated by reference.
13. Mandatory Provisions: The following additional provisions will be required in any final contract, and may not be modified, changed, or altered:
 - a. The Responder hereby represents to the Village the following: (i) that the Responder is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services required hereunder and performs its obligations hereunder; (ii) that Responder is able to furnish any of the plant, tools, materials, supplies, equipment and labor required hereunder and perform all of its obligations hereunder and it has sufficient experience and competence to do so; (iii) that Responder is authorized to do business in New York and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services required under this Agreement and the project itself; (iv) that Responder's execution of this Agreement and its performance of it is within its duly authorized powers; and (v) that Responder's duly authorized representative has visited the project and familiarized him/herself with the local conditions under which the services required under this Agreement are to be performed. Responder agrees that the representation in this paragraph shall survive the execution and delivery of this Agreement.
 - b. Whenever reasonably requested by the Village during the term of this Agreement, and as part of the Basic Services fee hereunder, the Responder shall attend meetings of the Village Board to advise its Trustees concerning the progress of the Project.
 - c. The Responder's services, as defined herein, shall be provided in a manner and quality consistent with the standard of skill, care and diligence normally practiced by licensed professional design/engineering and construction management firms in performing services of a similar nature. Responder acknowledges that the Village is a municipality and, consistent with the standard of care, the Responder shall use reasonable care to ensure its services comply with all applicable laws, regulations, and rules as they pertain to the design, bidding and construction of any project as they apply to the Responder including, but not limited to, the requirements of Article 5-A of the General Municipal Law. The Responder will consult with the Village or the Village's legal counsel with respect to any questions concerning the applicability or interpretation of such laws and regulations. The Responder shall perform its services as expeditiously as is consistent with the standard of care. The Responder shall render decisions in a timely manner pertaining to issues submitted by the Village and/or Contractors in order to avoid unreasonable delay in the orderly and sequential progress of the Responder's services and/or the Project Work.
 - d. The Village shall not be responsible to pay, and the Responder shall not be entitled to receive, compensation for any Additional Services if such services were required due to the fault of the Responder or the Responder's failure to perform in accordance with the terms of this Agreement. If an architectural service was a reasonably foreseeable and necessary service required to complete the project scope, where such service would normally be anticipated by and expected to be performed by the Responder, then such service shall be deemed to have been included as a Basic Service and will be provided by the Responder without additional compensation. Professional design/engineering and construction management services not reasonably foreseeable shall entitle the Responder to additional compensation.
 - e. The Responder shall make a detailed review of available drawings and other documents depicting existing conditions of the project site to determine site conditions.
 - f. Any adjustments to a project schedule shall be void and of no force and effect until such adjustments are agreed to in writing by the Village and the Responder.

- g. In the event the Responder objects to the Village's directive or substitution, Responder shall immediately notify Village in writing, and the parties shall then reach a mutual understanding before work proceeds.
- h. The Responder shall prepare draft documents for separate construction contracts when required by Article 5-A of the General Municipal Law for review by the Village and its counsel.
- i. The Responder shall include in the construction documents that each prime contractor shall be responsible to provide the Village, prior to the Final Application for Payment being submitted, "As-Built" drawings for their trade as part of the Contractor's basic services.
- j. The Responder shall acknowledge the receipt of each Contractor-generated Request for Information (RFI) submitted in accordance with the Contract Documents as soon as reasonably possible, but no later than seven (7) days after receiving it. The Responder shall issue a written answer for each RFI simultaneously to the Contractor and the Village (along with necessary descriptive drawings, specifications, or other documents) with the promptness necessary to avoid unnecessary delay or cost to the Project, but in no case more than ten (10) days after the RFI is received by the Responder.
- k. Responder acknowledges and agrees that Village has, shall retain, and may exercise during the term of this Agreement and thereafter, all rights and remedies available to the Village, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with the Responder's breach of this Agreement.
- l. The Village and Responder shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.
- m. The Responder acknowledges and recognizes that the Village, is utilizing Prime Contractors and subcontractors in performing the work, and that each of the aforementioned parties, including Responder, may be responsible for causing delays in or damage to the work. Accordingly, to ease resolution of any disagreement or claim involving the parties, Responder agrees to participate at its own cost and expense in good faith mediation if one of the foregoing parties has a claim arising out of the acts or omissions of Responder and for which Responder may be obligated to indemnify the Village, but for which Village may otherwise bear responsibility.
- n. The Village is tax-exempt and will not pay for or reimburse for any tax where it is exempt, including but not limited to, sales taxes.

14. IRANIAN ENERGY SECTOR DIVESTMENT:

- a. Contractor/Responder hereby represents that said Contractor/Responder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Responder has not:
 - i. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
- b. Any Contractor/Responder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

- c. Except as otherwise specifically provided herein, every Contractor/Responder submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:
 - i. "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)." The Village will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
- d. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Responder cannot make the certification as set forth in subdivision (a) above, the Bidder/Responder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Village reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Responder who cannot make the certification, on a case-by-case basis under the following circumstances:
 - i. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Responder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - ii. The Village of Johnson City has made a determination that the goods or services are necessary for the Village to perform its functions and that, absent such an exemption, the Village would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the Village in writing and shall be a public document.

SUBMITTAL CONTENT

The submittal must include the following attachments (See Appendix B for applicable forms.):

- **Proposal Sheet.**
- **Questionnaire.** A completed PROFESSIONAL DESIGN/ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES QUESTIONNAIRE
- **Areas of Expertise Form.**
- **Schedule.** A proposed time schedule for the completion of the project.
- **Insurance Requirements.**
- **Iran Energy Sector Divestment Certification.** Respondent must attach a signed statement on company letterhead that is affirmed as true under penalty of perjury.
- **Statement of Non-Collusion.**
- **Signed Gifts Statement.** A signed statement that discloses all gifts given, if any, by the bidding professional business entity to any officer or employee of the Village.
- **Election Law Statement.** The responder must guarantee that the professional business entity has not made a contribution within one calendar year immediately preceding the date of the contract or agreement which exceeded the permitted thresholds set forth in article 14 of the Election Law of the State of New York. See the following link for more details: [N.Y. Election Law 14-114 – Contribution and Receipt Limitations » LawServer](#)
- **W-9.**
- **Additional Attachments.** Resumes and material helpful to the technical evaluation may also be attached (short project descriptions, brochures).

- Disclose all allegations or claims of substandard work, unethical or illegal practices or debarment or suspension from state- or federally- funded projects, and provide documentation as to the resolution of these matters. Respondent must not be suspended or debarred from participation in state- or federally-funded projects.

QUALIFICATIONS AND SELECTION PROCESS

Given the broad scope of the GBF project, the Respondent is expected to bring a multidisciplinary approach to the project. The consultant must demonstrate experience in all of the following fields: planning, landscape architecture, urban design and stormwater management.

Submittals responsive to the requirements of this RFP will be evaluated and scored in accordance with the Village of Johnson City's internal evaluation criteria.

During or after the review of responses, the Village of Johnson City may submit written questions and requests for clarification, and may conduct interviews.

The Village of Johnson City shall evaluate each respondent in terms of:

Technical Factors	<u>Maximum Points</u>
1. Relevant Experience	25
2. Approach and Methodology	15
3. Staffing Plan	15
4. Consistency with the iDistrict plan and Design Guidelines (Appendix C)	15
5. Cost According to Grant Allotment	10
6. MWBE Utilization Plan	10
7. Ability to Conform to the Village of Johnson City's Deadline Schedule	10
Total Maximum Points	100

After evaluation of selected Submittals, the Village of Johnson City reserves the right to award without delay. The Village of Johnson City will issue a Letter of Intent to Award and a Notice to Proceed when costs are negotiated and accepted by the Village of Johnson City.

Appendix A:

Project Information, Scope of Work & Budget

Enhancing Streetscapes in the Johnson City iDistrict

iDistrict: Johnson City

Applicant: Village of Johnson City

Project Description

This project proposes a comprehensive set of improvements to enhance the aesthetic appearance, functionality, and safety of streetscapes and intersections throughout the Johnson City iDistrict. These improvements include streetscape enhancements (along Main, Baldwin, Arch, Corliss, and Willow Streets within the boundary of the iDistrict), crosswalk improvements (at Corliss and Willow, Main and Avenue A, Main and Avenue B, Main and Avenue C, as well as Main and Lester Avenue), and the creation of transit hubs (at 215, 219, and 325 Main Street as well as at the intersection of Baker and Main Streets).

Strategies

This project aligns with the EJ-BOA Revitalization Study, which recommends enhancing the iDistrict's streetscapes to improve its perception and aesthetic appearance. The Revitalization Study found that streetscape deficiencies exist across much of the iDistrict and specifically recommends streetscape improvements along Main, Baldwin, and Willow Streets. It also recommends intersection improvements at locations that are consistent with those included in this project, such as Corliss and Willow, Main and Avenue A, Main and Avenue B, Main and Avenue C, as well as Main and Lester Avenue.

Total budget: \$ 235,000

GBF Award: \$ 151,000

Public Support

A consistent theme that emerged from the stakeholder interviews conducted as part of the EJ-BOA Revitalization Study was a desire to transform Main Street into a welcoming environment by enhancing facades, streetscapes, and lighting. In a visual preference survey, community members also ranked enhanced crosswalks, bike accommodations, pedestrian lighting, wayfinding signage, and artistic elements such as planters or public art as their most highly-preferred streetscape amenities.

Revitalization Benefits

Anticipated revitalization benefits associated with this project include:

- Revitalizing Main Street into a vibrant corridor
- Improving the reputation and livability of the Johnson City iDistrict, since Main Street is its "face"

Project Impacts

- Improved walkability and pedestrian safety
- Reduced vehicular and pedestrian collisions
- Increased desirability and promotion of public transit, and reduced vehicular emissions as a result
- More attractive, safer, and more interesting downtown environment



Existing Conditions at Main Street and Lester



Potential Improvements

Appendix B:

- Proposal Sheet
- Professional Design/Engineering and Construction Management Services Questionnaire
- Areas of Expertise Form
- Insurance Requirements
- Iran Energy Sector Divestment Certification
- Statement of Non-Collusion
- W-9

Village of Johnson City
PROPOSAL SHEET

PROFESSIONAL DESIGN/ENGINEERING AND CONSTRUCTION MANAGEMENT
SERVICES:

_____ (fill in what is being done)

COMPANY NAME: _____

ADDRESS: _____

DATE: _____

TELEPHONE NO. _____ FAX NO. _____

1. Hereinafter the Bidder, do hereby declare that they have carefully examined the REQUEST FOR PROPOSALS related to the project hereinafter described.

2. The Bidder hereby agrees to _____, pursuant to the specifications, and such _____ shall be _____.

\$ _____
(Write in Numbers)

(Write in Words)

- A. The Bidder declares that he/she is a qualified firm for the project being bid.
- B. The Bidder further declares that the price stated above is to cover all expenses of every kind incidental to the design/engineering and construction management of said project.
- C. The Bidder further declares that he /she will execute the statement of Non-Collusion attached to and forming part of this bid.
- D. The Bidder further declares that he /she will execute the Iranian Energy Sector Divestment Certification attached to and forming part of this bid.
- E. The Bidder further agrees that he/she will execute and return the required form of contract and supply all required bonds and insurance within ten (10) days after the notice

of award is mailed to the Bidder. If he/ she fails to do so, the Board shall have the power to rescind said award. The Request for Proposals, Proposal, Specifications, Iranian Energy Sector Divestment Certification and Non-Collusion Statement will together form a part of said contract.

- F. The undersigned declares that the only persons interested in this proposal are as stated.
- G. The Village reserves the right to reject any or all bids.

NAME OF BIDDER

(SEAL)

BY:

PRINT NAME OF OFFICER AND TITLE

SIGNATURE OF OFFICER

**Village of Johnson City
243 Main Street
Johnson City, NY 13790**

**PROFESSIONAL DESIGN/ENGINEERING AND CONSTRUCTION MANAGEMENT
SERVICES QUESTIONNAIRE**

Firm Name: _____ Date _____

Address: _____

Contact Person: _____

Phone: _____

1. Provide a Company Profile that includes the following:
 - a. The size of the firm (number of employees)
 - b. A description of your firm's staffing plan to provide services in the required timeframe, and key personnel to provide services. Outline the resumes of key personnel who will be assigned to the project, including their years of experience and functions on this project
 - c. The number of years that the firm has been in business
 - d. The type of service the firm can provide (i.e., full service, limited service with subcontractors, etc.)
 - e. Identify any sub-consultants your firm intends to use to complete the project, including a summary of the organization, experience and technical skills.
 - f. The background of the firm
 - g. The location and address of the office from which the work for the Village is to be performed.
 - h. A description of any recent accomplishments of note (awards, etc.) that will help us understand your firm.
 - i. Provide information about any other firm you may use to build your project team for this engagement.
 - j. Include a completed M/WBE utilization plan, demonstrating the extent to which the firm will utilize M/WBE Sub-consultants.
 - k. Describe your firm's approach and methodology for completing the design services, including a detailed work plan.
 - l. Provide any additional information that you think would help support your firm's qualifications and guide us in making our decision.
2. On a separate page list all of the municipalities you represent currently (minimum of three) or have represented in the past five years. Indicate the total dollar amount of the construction projects that you have completed with each municipality and a contact person (including phone number) for references.
3. Please complete the AREAS OF EXPERTISE form attached.
4. Will an architect/engineer be available to attend Board meetings and other special meetings, etc. without limitations (mostly evenings) when required? _____ Yes _____ No

5. Do you have any conflicts of interest or affiliations with employees of the Village that would prohibit or restrict your representation of the Village? Yes No If yes, please specify on a separate schedule.
6. List all legal proceedings, including arbitrations, mediations, lawsuits and claims arising out of your services that your firm, including any predecessor or related firm, has been a party to within the past 10 years and the results of the proceeding.
7. Please specify the liability insurance that you carry.
8. Provide a detailed compensation schedule based upon the following services.
 - a. Completion of Design and Construction for the project set out in Exhibit A
 - b. Chargeable Expenses and Cap, if applicable, for the project set out in Exhibit A
 - c. Scope of work that will be subcontracted to other firms for the project set out in Exhibit A
 - d. Descriptions for subcontractors, if applicable, for the project set out in Exhibit A
 - e. Fees for any additional services
 - f. List of services for which there would be no additional charges
 - g. Provide an hourly rate schedule for Responder personnel by category.
 - h. Any additional information the Responder wishes to provide that will assist the Village in the comparison of fees.
9. Indicate which, if any, other firms you would be willing to work with on completing the Project, in the event the Village selects multiple firms.

AREAS OF EXPERTISE FORM

For each of the following areas indicate: (use separate sheet if necessary)

	Can you provide service in this area?	Do you have direct staff that will provide this?	How many in firm with direct expertise?	Comments:
Architectural/ Engineering Services				
Professional design				
Electrical Design				
General Site Work				
Landscape Design				
State funded projects where funding was on a reimbursement basis (in particular note if the funding agency was the Department of State, Housing Trust Fund, or Empire State Development)				
Construction Management Services				
Historic Preservation				
Other Areas of Expertise Not Listed				

Insurance Requirements:

- Commercial General Liability Insurance with a limit of not less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the total liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - 1) If such insurance contains an aggregate limit, it shall apply separately to this location.
 - 2) Umbrella Liability shall be the Maximum Limits available under the policy but no less than \$5,000,000 with the Aggregate limit of at least \$5,000,000. The Umbrella Liability has to provide Primary coverage over all the scheduled underlying policies including the coverage for the Per Project Aggregate and Additional Insureds.
- Where the Project described in the RFP includes the construction of any structure or building, a Builder's Risk Policy or Installation Floater Policy until the Project is completed and accepted in the amount of the total project cost.
- Rigging Floater, Minimum Limit \$500,000 for all Property owned by the Owner and Contractor in the service contractors care, custody & control.
- Workers Compensation, Employers Liability, and Disability Benefits for all Employees including Corporate Officers, Partners and Sole Proprietors. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
- Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- Commercial Property Insurance or Equipment Floater Policy covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
- An Owners and Contractors Protective (OCP) will be provided by the Contractor with the Village of Johnson City as the Named Insured. The OCP limit should be \$1,000,000 with an Aggregate Limit of at least \$2,000,000.
- The Village of JC, Architect and Engineer and their Agents, Employees and Representatives or any other party required in the Village of JC contract are to be named as an Additional Insured on a Primary, Non-Contributory basis on all policies or Self-Insurance including Completed Operations with the exception of Workers Compensation or Professional Liability. A certificate of insurance will be provided when the contract is signed. The certificate will provide 10 days of notice of cancellation or non-renewal and copies of endorsements required by this Insurance agreement. The Contractor Waives all rights of Subrogation against the Village of JC and other parties required by any applicable contract documents and will have all policies endorsed setting forth this Waiver of Subrogation.

Iranian Energy Sector Divestment Certification:

Please be advised that, The Iran Divestment Act of 2012 (effective April 12, 2012) is codified at State Finance Law("SFL") 165-a and General Municipal Law ("GML") Section 103-9. The Iran Divestment Act, with certain exceptions, prohibits the Municipality from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each bidder is required to certify at the time it submits its bid that it is not on a list of entities engaged in investment activities in Iran created by the Commissioner of the NYS Office of General Services pursuant to the State Finance Law.

Each bidder must hereby represent that said bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment". The bidder must affirm that, pursuant to Iranian Energy Sector Divestment Law, that bidder has not invested more than \$20 million in the Iranian energy sector.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its bid. Said certificate is a requirement of Section 103-g of the General Municipal Law. The Certification starts below.

A bid shall not be considered for award nor shall any award be made where the bidder fails to submit a signed and verified bidder's certification.

Certification Pursuant to Section 103-g of General Municipal Law
IRANIAN ENERGY SECTOR DIVESTMENT

1. Bidder hereby represents that said bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Bidder has not:

- a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:

- a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law"

4. Except as otherwise specifically provided herein, any bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder cannot make the certification as set forth in subdivision (a) above, the bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Municipality reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid to any bidder who cannot make the certification, on a case-by-case basis under the following circumstances:

a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Municipality has made a determination that the goods or services are necessary for the Municipality to perform its functions and that, absent such an exemption, the Municipality would be unable to obtain the goods or services for which the bid is offered. Such determination shall be made by the Municipality in writing and shall be a public document.

BIDDER'S CERTIFICATION:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

I am unable to certify that my name and the name of the bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth, in detail, why I cannot so certify.

Signature Title

Company Name

Date

STATE OF NEW YORK)
COUNTY OF BROOME) ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
Dated:

**STATEMENT OF NON-COLLUSION
ATTACHED TO AND FORMING PART OF THE BID**

DATED _____

By submission of this bid, the Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- i. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or competitor.
- ii. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly, to any other bidder or to and competitor: and
- iii. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

DATED: _____

NAME OF BIDDER

(SEAL)

BY:

PRINT NAME OF OFFICER AND TITLE

SIGNATURE OF OFFICER

ACKNOWLEDGMENT

STATE OF NEW YORK

)

) ss.:

COUNTY OF BROOME

)

On _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name is (are) subscribed to within this instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies) and that by his/her/their signature (s) on the instrument, the individual (s), or the person upon behalf of which individual (s) acted, executed the instrument.

Notary Public

**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.Give Form to the
requester. Do not
send to the IRS.Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
2 Business name/disregarded entity name, if different from above					
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.					
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____					
5 Address (number, street, and apt. or suite no.) See instructions.			Requester's name and address (optional)		
6 City, state, and ZIP code					
7 List account number(s) here (optional)					

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
			-			-					

Employer identification number												
			-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)(J)—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹
6. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The owner ³
	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

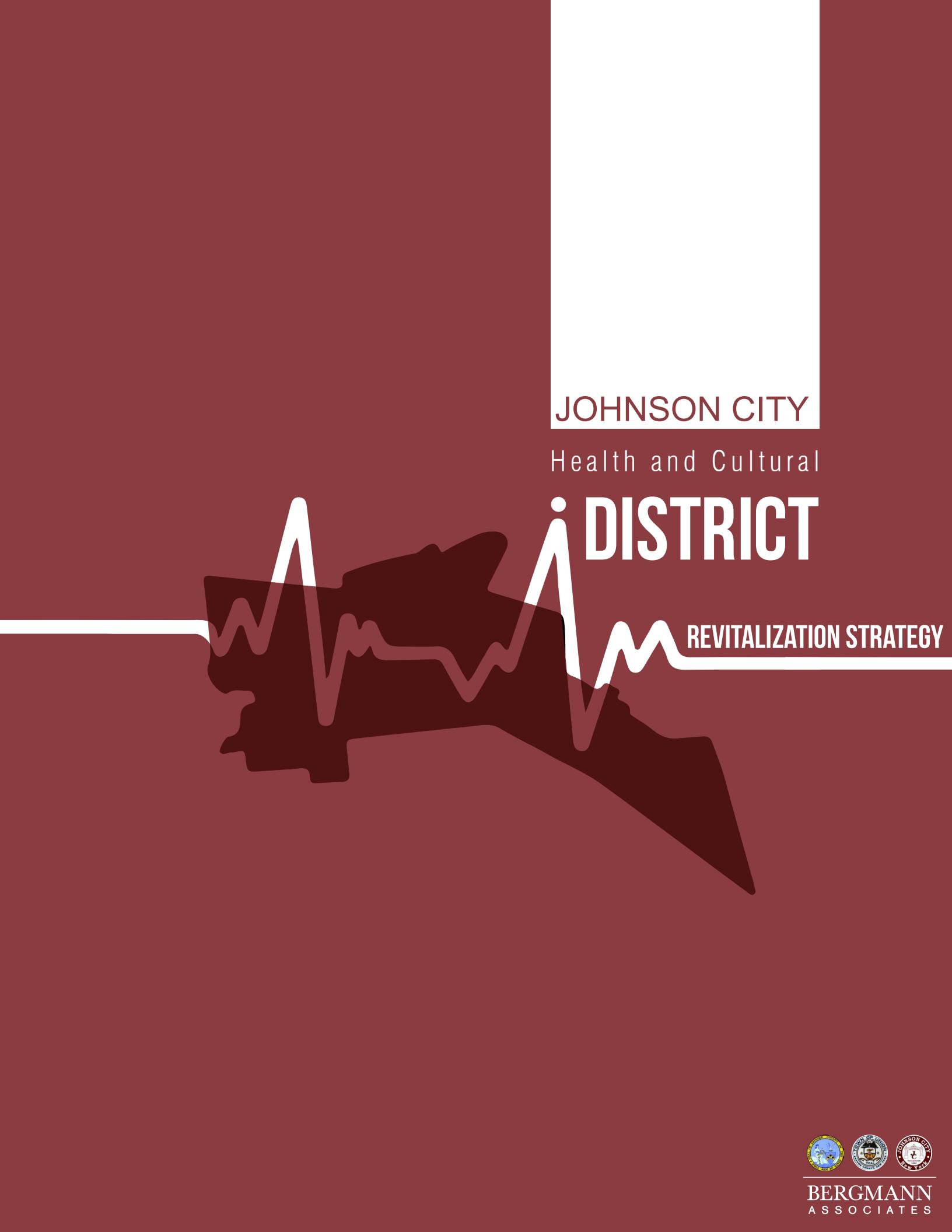
Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Appendix C:

iDistrict Revitalization Strategy



JOHNSON CITY

Health and Cultural

DISTRICT

REVITALIZATION STRATEGY



BERGMANN
ASSOCIATES

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INTRODUCTION

Overview and Purpose

The Village of Johnson City is generating remarkable momentum, as evidenced by the Village's designation as an Innovation District by the Upstate Revitalization Initiative, the completion of the Endicott-Johnson Industrial Spine Brownfield Opportunity Area (BOA) Nomination Study, and investments from Binghamton University, the Goodwill Theatre, and UHS Wilson Medical Center. This report will make recommendations for capitalizing on recent momentum.

While the Village has experienced the effects of job relocation, population decline, and brownfield sites, significant opportunities exist to revitalize the Village and create a welcoming environment for residents, businesses, and visitors. The Endicott-Johnson City Industrial Spine Revitalization Strategy will establish a framework for transformation, with the ultimate goal of creating an attractive and innovative community in which to live, work, and play.

What is an iDistrict?

An iDistrict, short for Innovation District, is a geographic area where cutting-edge, high-tech anchor institutions and companies cluster and connect with startups, business incubators, and accelerators. These areas are physically compact, accessible by multiple modes of transportation, and contain a mix of uses including housing, office, and retail space. By creating clusters of innovative people and companies, iDistricts focus and leverage investments to spur job creation and community transformation, build diverse and attractive housing options, and provide vibrant public spaces.

In August 2017, Governor Cuomo announced the Greater Binghamton Fund as part of the State's Upstate Revitalization Initiative (URI), which will provide \$20 million to support the planning and implementation of projects in the area's three iDistricts: the Village of Johnson City, the City of Binghamton, and the Village of Endicott. The Johnson City iDistrict acts as the lynchpin between the Binghamton and Johnson City iDistricts, providing an important connection, and allowing the Village to take advantage of a large catchment area. While the iDistricts undoubtedly benefit from shared resources and strengths, each iDistrict is also able to leverage its own unique capabilities. The Johnson City iDistrict focuses on innovation in health and culture, while the Binghamton and Johnson City iDistricts focus on commerce and manufacturing, respectively.

JC's Contribution to Triple Cities Collaboration

The Johnson City iDistrict benefits from and contributes to iDistricts in both Binghamton and Endicott. Collectively, these iDistricts create a concentration of innovation in the Southern Tier that is intended to draw businesses, developers, residents, and visitors to the breadth of opportunities, expertise, and amenities offered by these iDistricts.

Johnson City has unique strengths in health and culture. The Village is a bio-medical hotspot, home to United Health Service's (UHS) largest facility and the future home to Binghamton University's School of Pharmacy and Pharmaceutical Services. Other independent medical practices, pharmacies, and alternative health services operate in the Village, including licensed massage and nutrition services and a yoga studio. The Village is also a hub for culture, with assets on the National Register of Historic Places including the C. Fred Johnson Park Carousel and the Goodwill Theatre, which is planning a major expansion. Other cultural venues that draw significant visitors to the area include the Spool MFG Contemporary Art Space and the Binghamton Brewing Co. Tap House.



Project Location

The Johnson City iDistrict is located in Broome County, and straddles the border between the Village of Johnson City and the City of Binghamton. The study area encompasses approximately 0.4 square miles (232 acres) and 1,083 residents. As of 2016, nearly 35% of those living within the study area made under \$14,000 and over 12% were unemployed.

The iDistrict, located just off NYS Route 17 and a 15-minute drive from Greater Binghamton Airport, is easily accessible via car, truck, air, and train. Major destinations within the study area include UHS Wilson Medical Center, the Goodwill Theatre, and the Square Deal Arch. The iDistrict also has a rich history, with both nationally and locally recognized historic districts and six buildings listed on the National Register of Historic Places.

Development projects are planned for the future BingU Health Sciences Campus and the Century and Sunrise Apartments, both located on Willow Street. Additional opportunities for redevelopment exist at the vacant Victory Building and at various properties along Main Street. The revitalization of Main Street is integral to the success of the iDistrict and its transformation could attract students and young professionals to the area.

The Johnson City iDistrict's strategic location between and connections to the Endicott and Binghamton iDistricts also makes it an ideal location for businesses. Much of the iDistrict is located within a START-UP NY Zone, allowing businesses to operate tax-free for the first 10 years. The iDistrict's business climate – in combination with its accessibility, historic and cultural assets, and ongoing investment – provide a solid foundation from which to grow and capitalize on.



Goals for the Revitalization Strategy

This Revitalization Strategy builds off the Endicott-Johnson Industrial Spine Brownfield Opportunity Area (BOA) Nomination Study, which was completed in 2010. The Nomination Study identified the following goals:

- Focus on distressed properties while preserving viable sites and opportunities;
- Ensure the revitalization strategy is well-grounded in current market conditions;
- Realistically address environmental constraints;
- Provide connectivity;
- Encourage private investment;
- Create the Willow Street Business Park;
- Leverage the Goodwill Theatre District;
- Maintain momentum; and
- Foster partnerships between institutions and stakeholders.

Outcomes of the Revitalization Strategy

In order to achieve the goals identified in the Nomination Study, the Revitalization Strategy will complete the following actions:



Engage the public



Create a Master Plan for redevelopment



Complete proformas for strategic sites



Create a marketing and branding strategy



Create design guidelines



Recommend streetscape and parking improvements

What is the BOA Program?

New York State law defines a brownfield as a property whose redevelopment or reuse may be complicated by the presence of contamination. Brownfield sites are typically former industrial or commercial properties whose operations resulted in environmental impairment at levels exceeding the thresholds adopted by the Department of Environmental Conservation (DEC). The Department of State (DOS) and the DEC recognize the significant, detrimental impact that these sites have on adjacent properties and the community, and provide funding opportunities for remediation and planning through the Brownfield Opportunity Area (BOA) Program.

Multiple, vacant former manufacturing plants exist in Johnson City, and their remediation and redevelopment are important to re-activating the iDistrict. In 2010, the study area was officially designated as a BOA, giving the Village priority access to technical resources, grant preference, and making the Village more attractive for private investment. This Revitalization Strategy will recommended redevelopment projects for these sites and identify methods for implementation.



PUBLIC OUTREACH AND ENGAGEMENT

Introduction

Community engagement and support is critical to the long term success of the Revitalization Strategy. Community members, landowners, stakeholders, officials, and regional organizations must have a vested interest in the success of the plan, and, most importantly, must become partners in its implementation. Public outreach for the Revitalization Strategy was conducted through a variety of means, including an advisory team, in-person interviews, and public workshops and events.

Who are Stakeholders?

Stakeholders are those in the community with a keen interest or concern in some component of the Revitalization Strategy. Stakeholders interviewed for this analysis include representatives from Binghamton University, Giblin's Pub, Binghamton Brewing, Vitali Auto, Avant Garde Salon, New York Styles Barbershop, and other property owners.

Steering Committee Meetings

A Steering Committee, made up of community leaders as well as local officials and staff, was created to provide feedback and guidance during the planning process. The Committee met regularly throughout the planning process to review and discuss findings and proposed plans for the iDistrict, and to assist with public outreach.

Stakeholder Interviews

The project team conducted a series of interviews with key stakeholders on January 12th, 2017 at the Johnson City Village Hall. Those represented included business and property owners, institutional officials, and residents. Stakeholders were asked about the challenges, strengths, and opportunities associated with living, working, or owning a business in Johnson City ([Appendix X](#)).

Public Workshops

Open-house style public workshops were held on June 5th and November 14th, 2017 to gather feedback from the community related to visioning, prioritizing investments, and developing design guidelines ([Appendix X](#)). Important takeaways from this feedback are incorporated throughout this report, and were used to guide and inform the project team's recommendations.

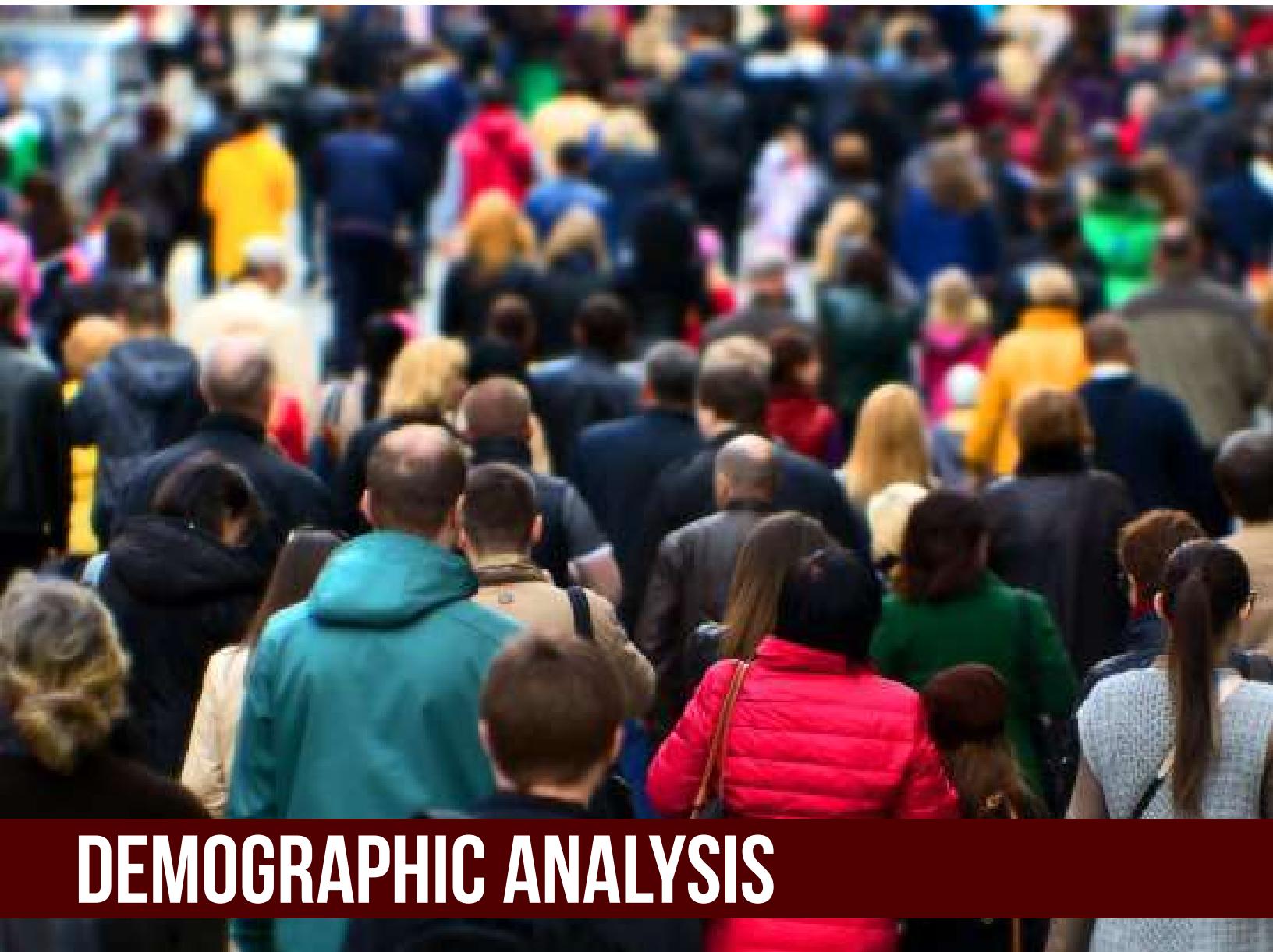


Takeaways from Stakeholder Interviews

Stakeholders offered positive feedback about working and living in the Village of Johnson City and conveyed excitement about future opportunities related to BingU investments. Stakeholders noted numerous assets and opportunities, including the pride of Johnson City's unique history, the value of having committed local business owners in the community, the potential for Main Street to be a vibrant and welcoming place, the presence of the hospital as a major employer, and potential to capitalize on future BingU facilities. The biggest concerns mentioned during interviews included safety, the presence of drug activity, the condition and appearance of commercial and residential buildings in and around Main Street, and absentee landlords.

The following themes emerged during many interviews:

- Capitalize on influx of young professionals and millennials;
- Transform Main Street into a welcoming environment by enhancing facades, streetscapes, and lighting;
- Attract businesses that cater to young professionals such as coffee shops, restaurants, etc.;
- Identify strategies to ensure that absentee landlords maintain their properties;
- Create a Main Street business association
- Improve feeling of safety in parking lots;
- Address deterioration and drug activity along Broad Avenue; and
- Reconsider parking restrictions and fees, with the needs of the hospital and BingU in mind.



DEMOGRAPHIC ANALYSIS

Introduction

Understanding local and regional population trends, age characteristics, educational attainment, and other demographic factors is necessary to make thoughtful recommendations for revitalization. The recommendations included in this Revitalization Strategy were informed by this analysis and tailored to the unique needs and vision of the Johnson City iDistrict.

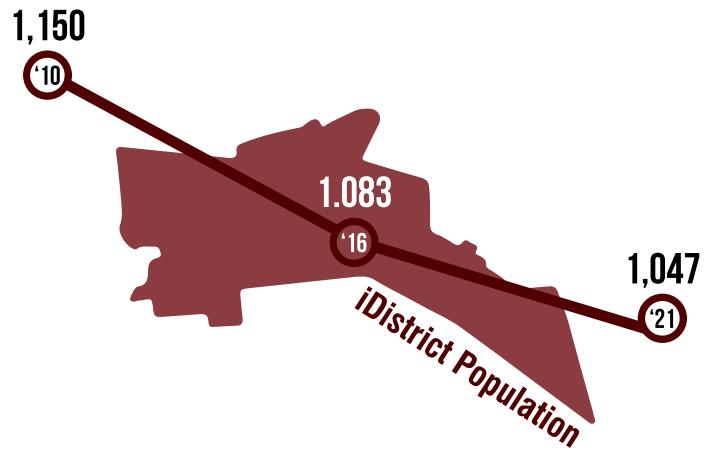
What is the Study of Demographics?

Demographics uses statistical data such as age, race, and sex to study a certain population. Data for this analysis is derived from the U.S. Census Bureau and the American Community Survey. Demographic analysis is particularly important in planning since existing trends can be projected into the future, enabling decision makers to better account for the unknown.

Population Trends

The population of the iDistrict has been steadily decreasing since 2010, with an estimated population of 1,083 in 2016. Through 2021, the population of the iDistrict is projected to decline by 0.7% per year. The iDistrict's population is declining at twice the rate of Broome County as a whole. New York State, however, is projected to experience a modest increase in population by 2021.

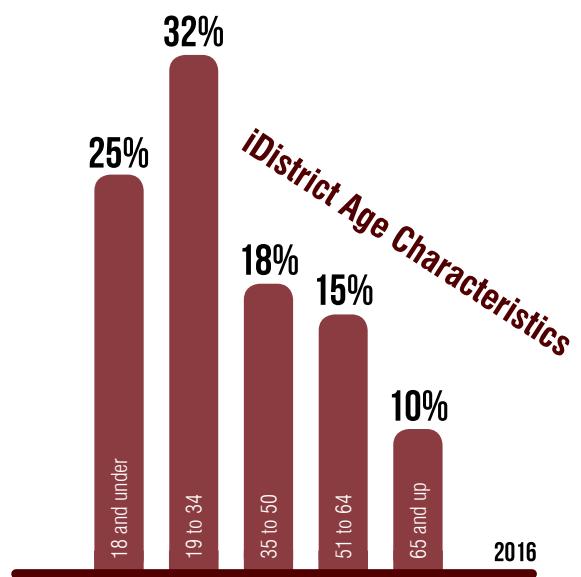
Coupled with the revitalization of Main Street, new developments such as the BingU Health Sciences Campus have the potential to spur growth in the iDistrict, attracting new workers and residents and reversing the downtrend in population.



Age Characteristics

In 2016, the median age for the iDistrict was 31.4 years old, with over 20% of the population between the ages of 20 and 29. On average, the iDistrict is younger than both the Village of Johnson City and Broome County, both of which have median ages around 40 years old.

The iDistrict has a significant opportunity to capitalize on and cater to its population of young people and millennials. Transforming the iDistrict into a choice destination could attract recent Binghamton University graduates and other young professionals, whose creativity and entrepreneurial spirit are important to sustaining an innovation district.



Income and Education

In 2016, the median income in the iDistrict was \$19,298, with only 10% of the population having a 4-year bachelor's degree. In the Village of Johnson City, the median income was twice as high at \$38,420 with 15% having a college degree, and even higher in the county which had a median income of \$45,249 with 27% having a college degree.

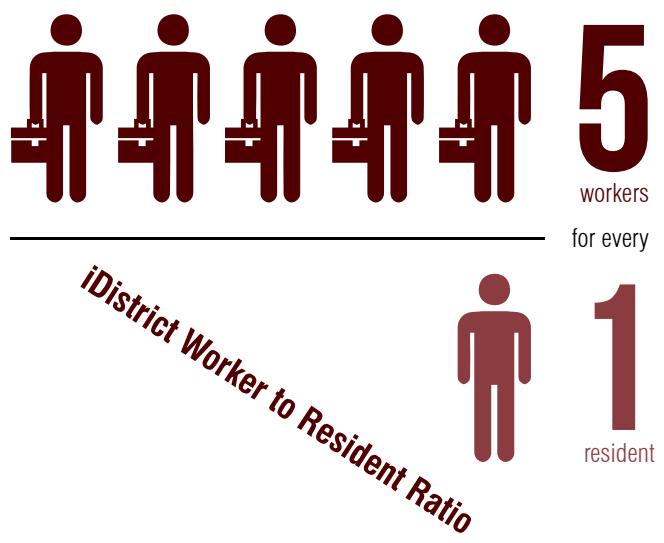
The START-UP NY Zone that encompasses the iDistrict and its concentration of healthcare services should attract well-paying jobs to the area, which may encourage well-educated, Binghamton University students to reside in the iDistrict after graduation and may attract other young professionals.



Employment and Commuter Trends

In 2016, a total of 5,166 people worked in – but did not necessarily live in – the iDistrict. Of the 1,083 who reside in the iDistrict, approximately 12% are unemployed, while the unemployment rate in the Village of Johnson City is only 5%.

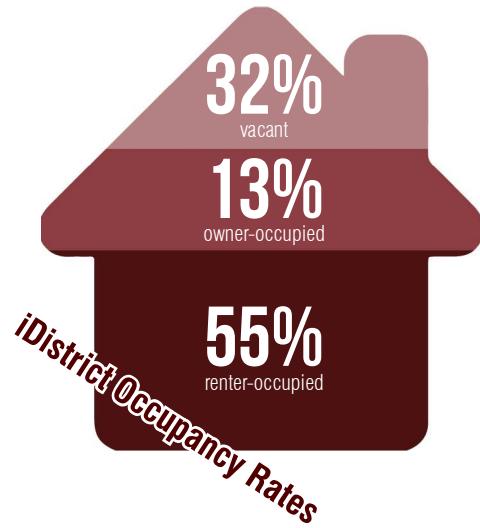
Many of those who work in the iDistrict are commuters who do not live in the iDistrict. In combination with revitalization, new housing developments could encourage commuters to reside in the iDistrict. The iDistrict's business climate could also attract new businesses which may provide additional employment opportunities for residents.



Occupancy Trends

Of the 666 housing units in the iDistrict, about 68% of these units are occupied and, of those units, most are occupied by renters. Around 32% of iDistrict housing units are vacant, much greater than the percentage of vacant units in the Village of Johnson City and in Broome County, which both average at 10%.

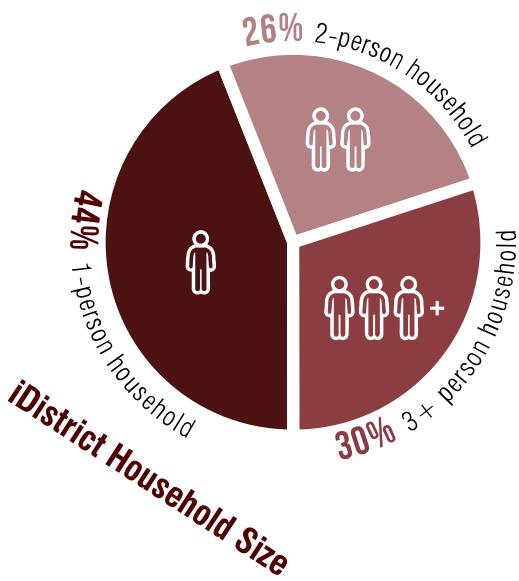
Ensuring that the iDistrict's housing stock is attractive and affordable is important to alleviating vacancy and drawing residents to the area. The large renter population also underscores the importance of proper maintenance by landlords.



Household Size

The largest proportion of households in the iDistrict are 1-person. Of households with 2 or more people, most are families.

The iDistrict should prioritize developments with 1 to 2-person households, as this size captures the needs of the largest portion of the population. In addition, housing for young families should also be a priority, as the future BingU Pharmacy School will enroll graduate students who will want to live in the community.





LAND USE AND ZONING

Introduction

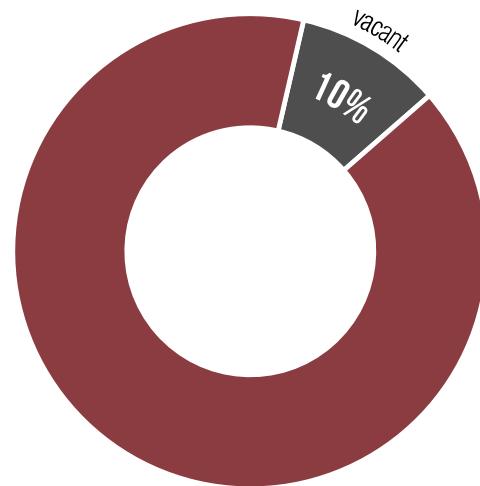
Understanding and evaluating land use patterns in the Johnson City iDistrict will help identify how redevelopment opportunities best fit into the existing built environment and where regulatory changes might be required to achieve a certain vision. Zoning districts also impact where and how future development and investment should occur. The purpose of reviewing zoning is to determine whether the existing regulations should be modified to better facilitate redevelopment.

What is Zoning?

Zoning is the regulatory tool by which municipalities control the physical development of land and the uses appropriate for each property. Typical zones include residential, commercial, industrial, and recreational. Aside from regulating land use, zoning can also be utilized to regulate building and streetscape design.

Existing Land Use

Land uses in the iDistrict are primarily commercial, with large areas of industrial and community services as well. Commercial uses dominate Main Street while community services are clustered near UHS Wilson Medical Center. Industrial uses are generally located near one of the two railroad tracks that run through the iDistrict. Residential uses and parks compose relatively little land area in the iDistrict. Around 10% of the land area of the iDistrict is presently vacant, and multiple, large parcels provide significant opportunities for redevelopment. The future Binghamton University Pharmacy and Nursing Schools will be constructed on the vacant parcels adjacent to Willow Street.



LEGEND

- iDistrict Boundary
- Residential
- Commercial

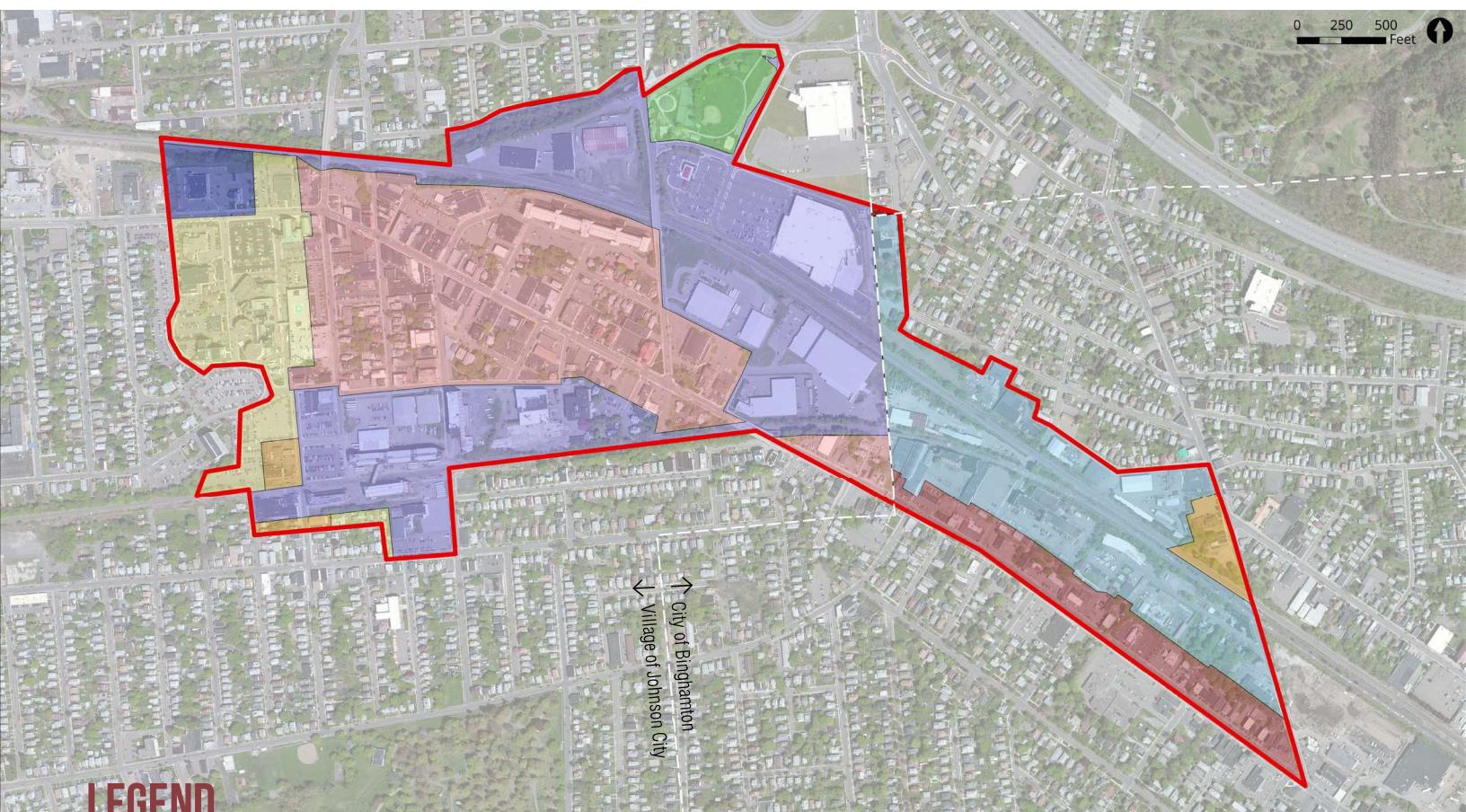
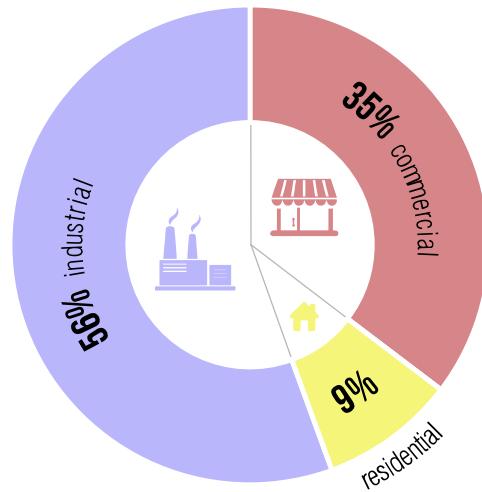
- Industrial
- Parks
- Recreation & Entertainment

- Community Services
- Public Services
- Vacant

Existing Zoning

The Johnson City iDistrict falls within the jurisdiction of two municipalities, meaning that it encompasses zoning districts from both the Village of Johnson City and the City of Binghamton.

The iDistrict is mostly zoned as either commercial or industrial, with commercial zones straddling Main Street and industrial zones straddling the railroad tracks. A small area of residential zoning is located in the western portion of the iDistrict, near Harrison and Baldwin Streets. The Planned Unit Development area in the northwestern corner of the study area provides flexibility in land use and other regulations to encourage development.



LEGEND

	iDistrict Boundary		General Commercial		Multiple Residential
	Industrial		Service Commercial		Conservation Area
	Light-Medium Industrial		Neighborhood Commercial		Planned Unit Development



PARKING ANALYSIS + RECOMMENDATIONS

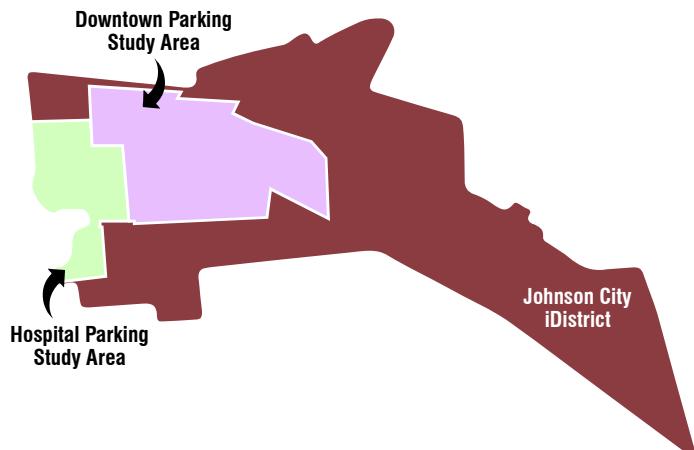
Introduction

Adequately designed, managed, and accessible parking can contribute to an area's vitality and economic growth. On-street parking and municipal parking facilities provide access to businesses, residences, and other amenities and activities. The inclusion or exclusion of parking spaces can impact both real and perceived accessibility, either encouraging or discouraging business activity and thereby influencing economic development.

The Revitalization Strategy analyzes on- and off-street parking along Main Street and surrounding the UHS Wilson Medical Center, as future investment and development are expected to focus in these areas. The subsequent recommendations are intended to ensure that the iDistrict's parking facilities will meet the needs of future growth.

Parking Analysis Study Area

The parking study area is separated into two portions: the area around the hospital where patients and employee parking is permitted, and the area around Main Street where public parking is available. In the hospital area, concerns over supply predominate, especially when considering the new Binghamton University developments just south of the UHS Wilson Medical Center. In the downtown area, safety, regulation, and enforcement concerns exist.



Methodology



Existing Parking Inventory.

Visual field inspections and aerial imagery were utilized to determine the location, quantity, type, and restrictions associated with existing on- and off-street parking facilities.



Occupancy Counts.

Field occupancy counts were tabulated during representative weekdays (Tuesday, January 3rd and Wednesday, January 4th, 2017) at peak times throughout the day (8 AM, 12 PM, and 5 PM) to observe the number of vehicles utilizing parking spaces within the study area.



Compilation of Results.

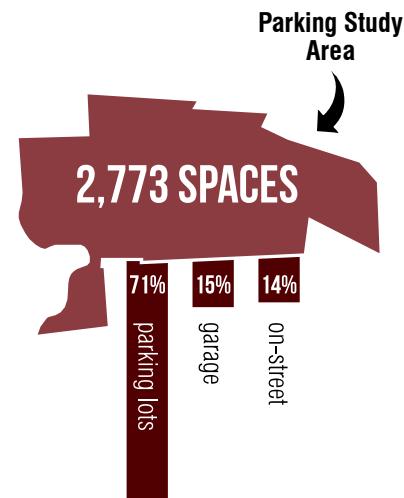
Parking utilization rates were determined by comparing the existing supply with the observed utilization of the parking system during various time periods.



Capacity

There are a total of 2,773 parking spaces in the study area, with half of these spaces being located in the downtown area and half located in the hospital area.

Most spaces (1,965) are provided in surface parking lots, with around 420 additional off-street parking spaces provided in a 4-level parking garage near the UHS Wilson Medical Center. 388 parking spaces are also available on-street.



On-Street Supply

There are a total of 388 on-street parking spaces in the study area, 88% (340 spaces) of which are located in the downtown area and 12% (48 spaces) of which are located in the hospital area. On-street spaces along Main Street are metered and clearly delineated with pavement markings. Pavement markings and meters on surrounding streets are either sporadic or not maintained. All on-street spaces are parallel to the street.



Off-Street Supply

In the study area, there are a total of 2,385 off-street parking spaces, 42% (1,007 spaces) of which are located in the downtown area and 58% (1,378 spaces) of which are located in the hospital area. Most lots have striped spaces, and a few municipal lots are metered. In the hospital area, 420 off-street spaces are located in the UHS parking garage.

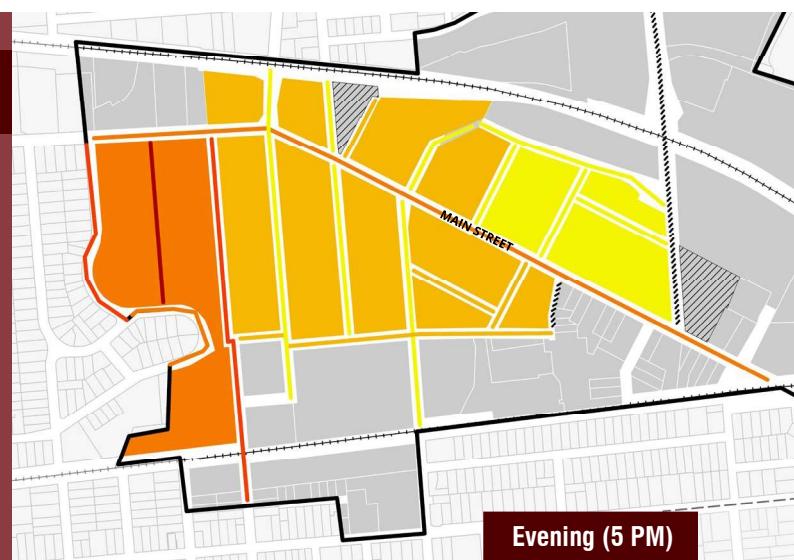
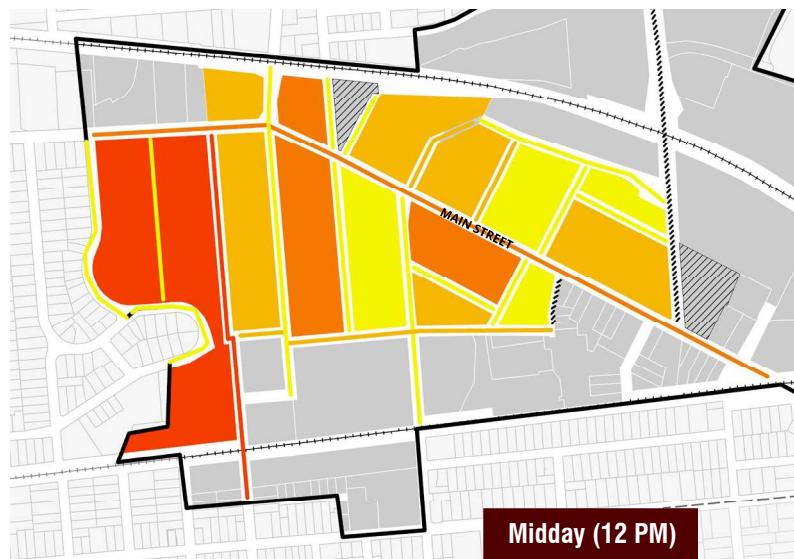
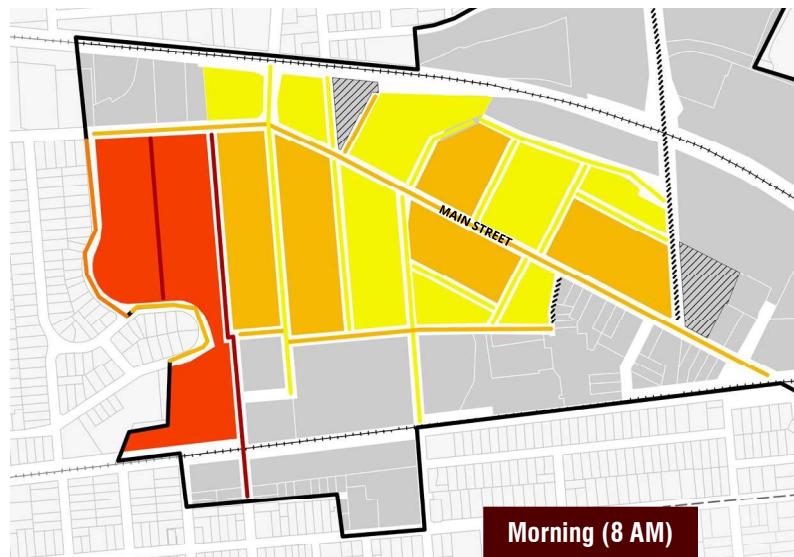


Occupancy

By comparing the number of vehicles observed utilizing the parking system throughout the day to the total capacity noted above, the project team determined the occupancy of the system for morning (8 AM), midday (12 PM), and evening (5 PM) periods.

From the occupancy maps, it is clear that spaces in the hospital area are most utilized, compared to those in the downtown area. Off-street parking in the hospital area peaks at 76% during midday and drops to a low of 45% in the evening. On-street parking in the hospital area is also heavily utilized, with Harrison and Baldwin Streets nearing or exceeding 90% occupancy at different times throughout the day.

Average off-street occupancy in the downtown area is less than 40%. Most on-street spaces are generally underutilized. Spaces along Main Street are the most utilized, especially during the midday and evening periods, but only averaging at 37%.



Legend

- 0% to 20% Utilized
- 21% to 40% Utilized
- 41% to 60% Utilized
- 61% to 80% Utilized
- 81% to 100% Utilized
- No Parking

Key Findings: Occupancy

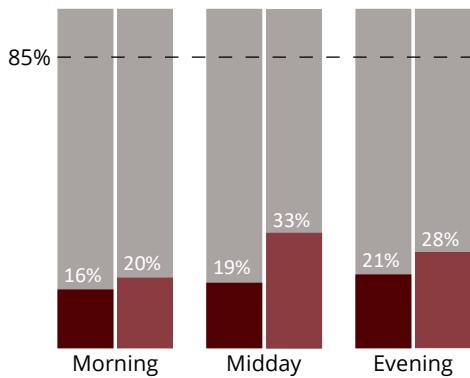
Overall utilization for the entire parking system in downtown Johnson City does not near nor exceed the optimal rate of 85%. On average, off-street facilities are utilized more (48%) than on-street facilities (25%).

Parking facilities in the hospital area were far more utilized than those in the downtown area, with both on- and off-street utilization averaging around 71%. By comparison, in the downtown area, on- and off-street utilization averaged 18% and 27%, respectively. This suggests that there is ample parking in downtown, so much so that the existing supply could absorb any demand created by new developments. However, utilization rates in the hospital area suggest that new development in and around this area may result in additional parking needs.

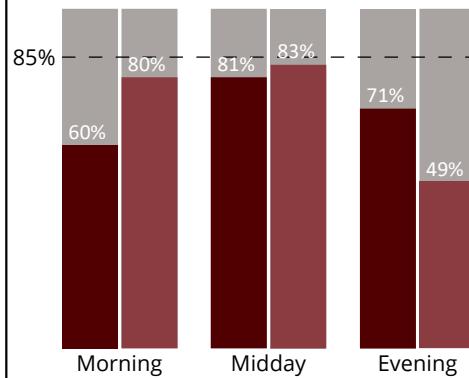
85% Occupancy Target

Generally, 85% occupancy is a desirable target at which most spaces are full but arriving drivers can easily find an open space. For on-street parking, 85% occupancy means about one open space on each block, allowing easy access to businesses but also creating a bustling downtown environment. At lower occupancy, there is more parking than necessary, taking up space that could be more productively used for other purposes. At higher occupancy, it is difficult for drivers to find an unoccupied space, causing them to circulate and generate excess traffic, or leave the area altogether. From this perspective, too much parking can be just as harmful as too little parking.

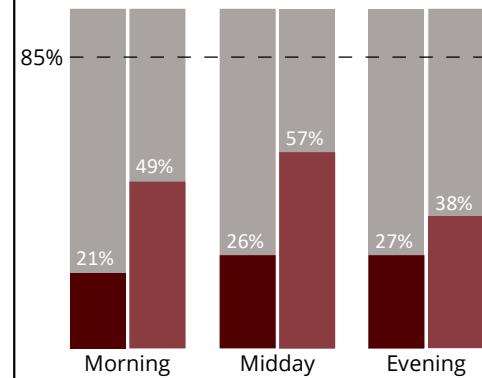
DOWNTOWN AREA



HOSPITAL AREA



ENTIRE STUDY AREA



on-street

off-street

Restrictions and Pricing

Most unmetered streets do not allow on-street parking at any time. On-street parking is prohibited on metered streets from November through April from 2:00 AM to 6:00 AM to allow for snow plowing.

Off-street parking regulations vary by lot. Certain lots are restricted to residents, patients, or customers only. In the Broad Street municipal lot, motorists can park for free for 3 hours while overnight parking requires a permit.

Key Findings: Restrictions

In the downtown area, low utilization rates for on-street parking make priced parking unnecessary. Generally, priced parking is only implemented as a means of mitigating demand when utilization reaches or exceeds 85%. With utilization rates averaging around 20% in the downtown area, priced on-street parking may actually be deterring motorists from parking on-street in favor of non-priced, off-street lots. As a result, the vibrancy engendered from bustling streets of cars, pedestrians, and cyclists is lost.

In the hospital area, on-street parking is well-utilized and does near the 85% target during the midday period, making priced parking viable. It is particularly important for regulations and meters to be easy to understand and easy to use in the hospital area, as users will be of all ages and abilities.

How Does the Community Feel?

Some meters are broken or poorly marked, leading to confusion about on-street parking regulations. One resident noted that few people realize that parking is free for the first 3 hours because of this lack of clarity.

Attendees at the public meetings also noted that regulations are sporadically enforced, which may lead people to ignore or purposefully subvert the regulations.



Parking Recommendations

As shown in the parking analysis, downtown Johnson City has a large supply of underutilized parking, while the hospital area can handle current demand but may require additional supply to accommodate future developments.

The following recommendations are based on occupancy count data as well as feedback collected from public meetings. The recommendations attempt to address underutilization in the downtown area by adjusting pricing and zoning requirements, and attempt to improve aesthetics, safety, and ease of use in the hospital area by modernizing existing facilities. Additional supply in the hospital area is also recommended.

Pricing Parking

While parking in the downtown area is presently underutilized, parking in the hospital area may soon become overwhelmed by the additional demand created by new developments such as the Binghamton University Health Sciences Campus.

Some of the excess supply in the downtown area could be used to accommodate excess demand from the hospital area; advertising free parking downtown may encourage people to park in this underutilized area.

The Village should:

- Provide free on-street parking (with time limits) in the downtown area, and remove parking meters in this area.**
- Continue pricing parking in the hospital area, and consider raising prices if occupancy begins to exceed the 85% target.**

Parking Kiosks in Binghamton

In March of 2017, the City of Binghamton updated its old parking meters with new, digital, solar-powered kiosks. The kiosks allow parkers to pre-pay for the amount of time they need with cash or credit. As opposed to traditional meters, one kiosk can handle multiple parking spaces, meaning that the City could replace over 800 old meters with only 50 new meters and still get the same coverage. The project cost just under \$500,000 but the City expects to more than recoup this cost through increased parking revenues.

Below, a traditional meter is pictured next to a digital kiosk.



Supply

In the near future, additional parking supply in the hospital area may be necessary. Two, possible sites have been identified for a new parking garage.

Alternative #1:

This alternative proposes a 3-story parking garage on Main Street, between Harrison and Baldwin Streets. This site is currently a surface lot, directly adjacent to the UHS Medical Center.

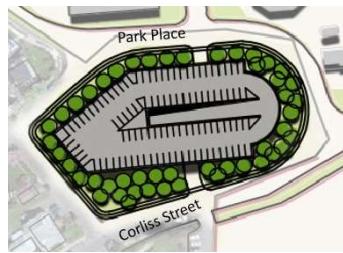


The proposed parking garage would be wrapped on Harrison, Main, and Baldwin Streets by mixed-use buildings, with the parking deck located in the interior. The mixed-use buildings would include retail, office, and residential space.

This garage would provide approximately 213 parking spaces at a cost of \$6.4 million, plus an additional \$20 million for the surrounding mixed-use development.

Alternative #2:

This alternative envisions a 3-story parking garage on the existing surface lot bounded by Park Place and Corliss Street. The garage would provide 288 parking spaces at a cost of \$8.6 million.



The Village should:

- **Further explore options for constructing an additional parking garage in the hospital area.**

"Texas Donut" Style Parking Garages

Texas donuts are parking garages surrounding by mixed-use development, creating a donut shape. The primary intention of Texas donuts, as opposed to traditional parking garages, is to create an engaging streetscape, with attractive facades, storefronts, and pedestrian amenities. Texas donuts also allow for higher-density development, and reduce the need for surface and on-street parking. Because parking is located on the interior of the site, parked cars are at a lower risk of being vandalized or broken into.

Although Texas donuts are generally seen as an improvement over traditional parking garages, they do require a relatively large site and can disrupt cross-site circulation by creating continuous facades on all sides of the block.



Zoning Requirements

Downtown Johnson City's existing parking standards require a minimum of 2 parking spaces per dwelling unit within a multi-family development. Further, the zoning code also requires that parking be located on the same parcel as the use which it serves or, alternatively, within 400 feet of a municipal parking lot. The high number and close proximity required by the code may hamper efforts to repurpose existing buildings in the downtown area since parking is typically a major cost of redevelopment within an established downtown environment. The high minimum requirements also risk the unintended consequence of encouraging the creation of new (but unnecessary) surface parking, thus negatively impacting the urban fabric and streetscape environment.

By reducing parking requirements and making them more flexible, it is possible to make downtown Johnson City more attractive to developers, and encourage redevelopment of existing buildings, rather than new development that tears down historic structures in order to add additional surface parking. Freeing developers from the mandate to devote a large portion of their site to parking will also create more opportunities for open space, and will prevent additional surface parking from breaking up the urban fabric of downtown.

The Village should:

- **Reduce or remove parking minimums in the downtown area.**
- **Continue to encourage shared parking for nearby destinations with different peak operating hours. Explore opportunities for shared parking with the hospital and Binghamton University during their off-hours.**
- **Continue to allow spaces in municipal lots to be counted against the on-site requirements for nearby uses.**

Consider Reducing Parking Minimums



Multi-family Dwelling (2 and 3 bed):

2 spaces per dwelling unit



reduce

1 space per dwelling unit



General Retail:

4 spaces per 1,000 square feet



reduce

2 spaces per 1,000 square feet



Office:

5 spaces per 1,000 square feet



reduce

2.5 spaces per 1,000 square feet

Consider Removing Parking Minimums

Excessive parking requirements have significantly impacted the urban form of many American downtowns, resulting in huge gaps between buildings and reducing walkability. These requirements also promote driving, raise development costs, increase stormwater runoff, and create urban heat islands. Oftentimes, parking minimums reflect the number of spaces needed for the maximum parking demand, leaving a costly oversupply on all but a peak parking day. Many communities, like Spartanburg, South Carolina, are removing these standards altogether while other communities include an interim step of cutting existing standards in half.

On- and Off-Street Parking Design

When properly designed and constructed, parking areas can be attractive, safe, efficient, and easy-to-use. Though often overlooked, parking lots are important public spaces. Indeed, parking lots are often the first locations that visitors experience when arriving downtown, meaning that the appearance of and atmosphere conveyed to the user are particularly important. When programmed correctly, parking lots can project a positive image of the city and create a meaningful first impression.

Effective parking lot design elements include safe pedestrian walkways, easy access for wheelchairs, nighttime and safety lighting, and landscaping that offers shade, green spaces, and screening. Other improvements consider the environment, like parking lot islands which are small green spaces that break up the pavement area and reduce the heat island effect. Such treatments also provide the opportunity to implement green infrastructure which minimizes stormwater runoff from impervious surfaces like pavement and can alleviate persistent flooding issues.

Johnson City residents are particularly concerned with safety in off-street lots, and noted the need for increased lighting to enhance the perception of safety. Other safety features could include video monitoring in municipal lots. In regards to on-street parking, residents noted that bike lanes should be provided in addition to on-street parking spaces. Implementing “complete streets” principles along Main Street would provide for safe, multimodal transportation.

The Village should:

- **Prioritize enhanced safety features in parking lots, especially more lighting.**
- **Properly landscape parking lots.**
- **Implement bike lanes along Main Street, as a first step towards a complete street.**

What is a Complete Street?

A “complete street” provides safe and convenient access and mobility for all users including pedestrians, cyclists, transit riders, and motorists of all ages and abilities. The inclusion of “complete” reflects a focus on supporting multimodal transportation, as opposed to encouraging motorists to drive everywhere. To that end, complete streets often include wide sidewalks, bike lanes, on-street parking, and transit stops among other streetscape and walkability improvements. Complete streets also involve safety and ADA accessibility enhancements in order to allow convenient access for all, regardless of age or ability.

By increasing safety, attractiveness, access, and walkability, complete streets also foster “park and walk” environments, encouraging people to park once and travel on foot or via public transit to multiple destinations throughout downtown. A “complete street” along Main Street with sidewalks, bike lanes, and bus stops would therefore reactivate the corridor, transforming it into a truly main street.



Innovative Technologies

To complement the iDistrict's innovative vision, the Village could consider high-tech approaches to parking management. These smart parking systems would act as physical manifestations of the iDistrict's vision, providing fresh, modern, and creative amenities for residents and visitors.

The Village should:

- **Implement digital parking kiosks (similar to those in Binghamton) in the hospital area.**
- **Integrate mobile app functionality with the parking kiosks, so that users can pay from their smartphones.**
- **Provide electric vehicle charging stations throughout the iDistrict.**

Parking Enforcement

If parking regulations are to be properly followed, they must be easy to understand and consistently enforced. At present, confusion exists about regulations and they are only sporadically enforced.

The Village should:

- **Ensure that parking regulation signs and meters are clearly marked with time limits and restrictions, and that parking regulation signs are abundant enough so that there is no confusion as to where restrictions do and do not apply.**
- **Consider hiring an additional parking enforcement officer to improve the consistency of enforcement.**

Innovative Eco-Friendly Technologies

Solar power parking lot shades.



Solar power street lights.

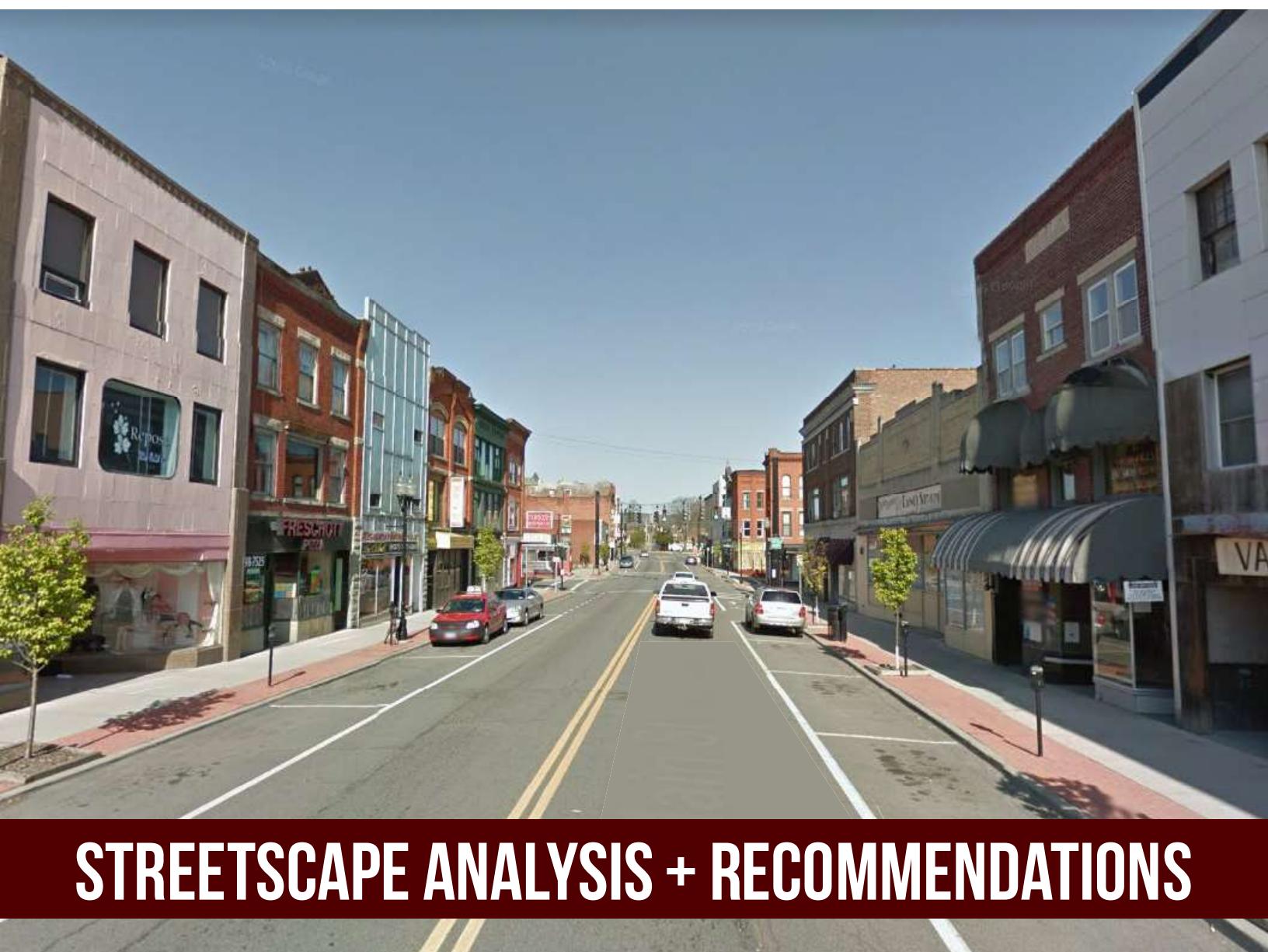


Electrical vehicle charging stations.



Discrete and aesthetic wind turbines.





STREETSCAPE ANALYSIS + RECOMMENDATIONS

Introduction

Streets are oftentimes unfriendly to anyone other than drivers, creating an unwelcoming and unsafe feeling for pedestrians and cyclists. As such, transforming streetscapes is an integral component of revitalization. To determine deficiencies and potential opportunities along existing streetscape corridors in the iDistrict, the project team conducted a field assessment. Findings from this analysis were used to make recommendations included later in the Revitalization Strategy.

Why are Streetscapes Important?

Whether driving, walking, or cycling, residents and visitors experience communities at street-level. An uninviting or inaccessible street creates a poor experience for users and impacts their image of the community. Vibrant, lively, accessible, and safe streets, however, encourage people to explore and keep them coming back.

Main Street

Hudson Street to Baldwin Street

On this segment of Main Street, the buildings are set back from the road giving it more of a suburban character. Existing conditions are as follows:

**Lanes.**

One lane in each direction. *Fair condition.*

**Parking.**

No on-street parking.

**Cycling.**

Bike lane on both sides.

**Sidewalk.**

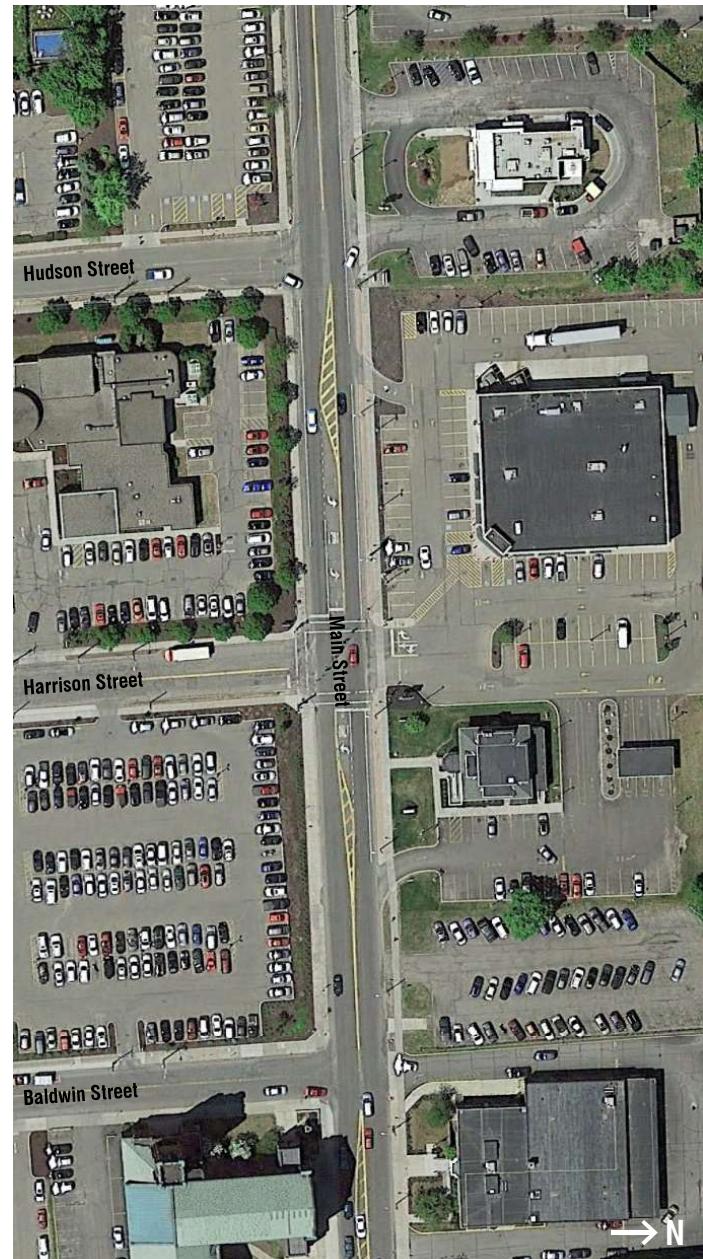
Approximately 8-foot concrete sidewalk on both sides. *Good condition.*

**Crosswalks.**

Painted crosswalks with concrete handicap ramps at intersections.

**Amenities.**

30-foot street lamps on north side of street. Street trees behind sidewalk on south side of street. Benches and trash receptacles also located on the south side.



Main Street looking west from Harrison Street.



Baldwin Street to Arch Street

On this segment, building facades transition closer to the sidewalk edge, leading to a more traditional downtown area with first-floor retail and second-floor residential uses. Existing conditions are as follows:



Lanes.

One lane in each direction. *Fair condition.*



Parking.

No on-street parking.



Cycling.

Bike lane on both sides.



Sidewalk.

Approximately 6-foot concrete sidewalk on both sides with a brick paver verge. *Good condition.*



Crosswalks.

Painted crosswalks with concrete handicap ramps at intersections.



Amenities.

30-foot street lamps on north side of street. No street trees or furniture.



Main Street looking east towards Arch Street.

Arch Street to Jennison Avenue

This segment is considered a traditional downtown area, with buildings abutting the sidewalk, first-floor retail and second-floor residential uses. The building density is greater between Arch Street and Willow Street, while the segment east of Willow Street has multiple front-loaded parking lots which interrupt the continuous building line to the west. Existing conditions are as follows:



Lanes.

One lane in each direction. *Fair condition.*



Parking.

On-street parking on both sides.



Cycling.

Combined bike/parking lane on both sides.



Sidewalk.

Approximately 6 to 8-foot concrete sidewalk on both sides with a brick paver verge.

Good to fair condition.



Crosswalks.

Painted crosswalks with concrete handicap ramps at intersections.



Amenities.

Verge includes street trees in raised beds, old-fashioned street lamps, parking meters, and trash receptacles.



Main Street looking west from Broad Street.

Jennison Avenue to Lester Avenue

Along this segment, building facades transition from being close to the sidewalk edge to farther back from the road, leading to a more suburban character. Existing conditions are as follows:

**Lanes.**

One lane in each direction. *Fair condition.*

**Parking.**

No on-street parking.

**Cycling.**

No bike lanes.

**Sidewalk.**

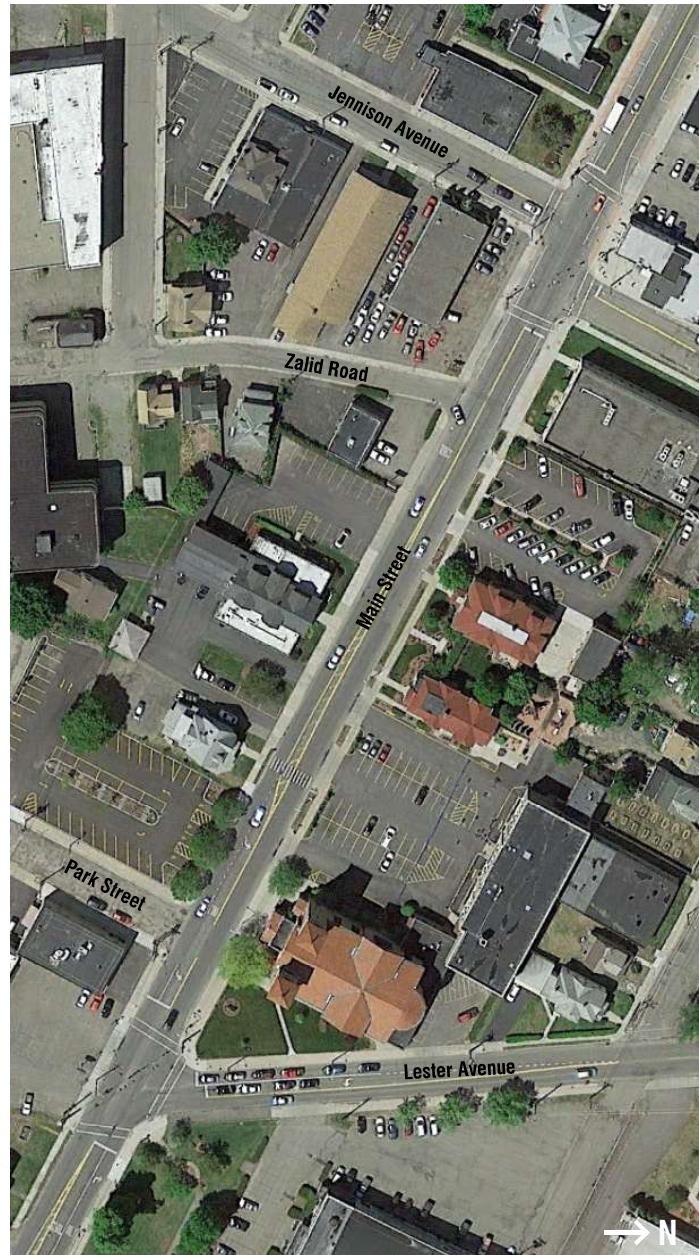
Approximately 6-foot concrete sidewalk on both sides with grass verge. *Good condition.*

**Crosswalks.**

Painted crosswalks with concrete handicap ramps at intersections.

**Amenities.**

30-foot street lamps and street trees in the verge.
No street furniture.



Main Street looking east towards Lester Avenue.

Lester Avenue to Glenwood Avenue

On this segment, building facades are set farther back from the road, creating a suburban feel as Main Street heads east towards the City of Binghamton. Existing conditions are as follows:



Lanes.

One wide lane in each direction. *Fair condition.*



Parking.

On-street parking on north side of street.



Cycling.

No bike lanes.



Sidewalk.

Approximately 5-foot concrete sidewalk on both sides with grass verge. *Good to fair condition.*



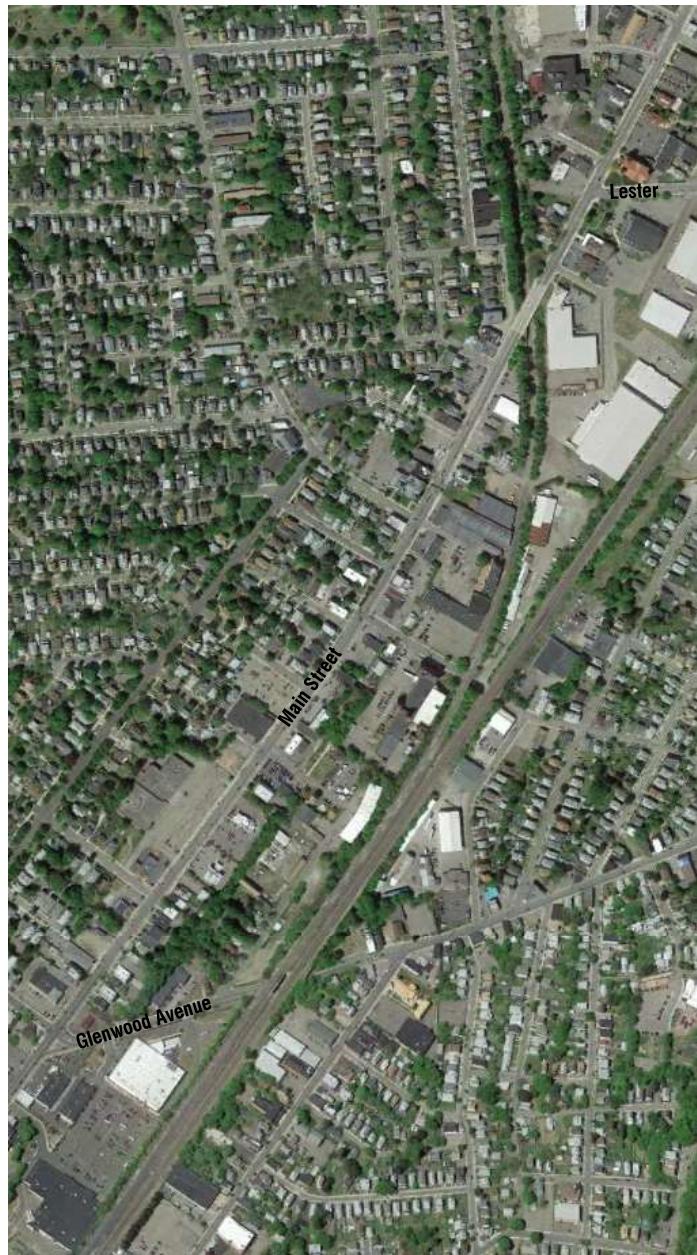
Crosswalks.

Painted crosswalks with concrete handicap ramps at intersections.



Amenities.

Street trees behind sidewalk. No street furniture.



Main Street looking west from the Square Deal Arch.

Key Findings: Streetscapes

Streetscape deficiencies exist across much of the Johnson City iDistrict. The deficiencies listed impact the way in which people experience main corridors throughout the iDistrict, and should be addressed to ensure that Johnson City's public spaces project a fresh and compelling vision.



Wayfinding.

Wayfinding for pedestrians, cyclists, and motorists to and from Main Street and other key destinations is lacking.



Gateways.

Entrances to the iDistrict are presently unwelcoming and do not adequately differentiate the iDistrict from the surrounding areas.



Streetscape.

The existing streetscape lacks site furnishings, landscaping, and other amenities.



Lighting.

Residents feel unsafe due to the lack of pedestrian lighting.



Cycling.

Bike lanes are not provided throughout the extent of Main Street, and are occasionally combined with on-street parking lanes, creating an inconsistent and un-friendly environment for cyclists.

How Does the Community Feel?

Feedback at the public meeting stressed the need for lighting, landscaping, and adequate bike lanes along Main Street. Residents also felt that the architecture of building facades is a unique asset to the iDistrict.

Using Art to Create a Vibrant Streetscape

Public art can be effective in enlivening streetscapes and creating visual interest throughout the Main Street corridor. Art that has a consistent theme can also unify the iDistrict by reflecting its vision. In Johnson City, this theme could be innovative solar art, for instance.

Numerous participants at the public meetings noted the need for public art, especially as a means to show that residents care about and are engaged in their community. Many residents suggested displaying public art in the windows of vacant storefronts. Public art can also include benches, lighting, sculptures, street pole banners, painted electrical boxes, and other media.

To create a sense of community ownership, the Village could hold an open competition for artists to submit designs for storefront murals and other public art pieces. Painting murals can also be a community event, with residents encouraged to participate.



A sculptural installation powered by solar panels.

Streetscape Recommendations

Based on visual field assessments, it was determined that many corridors within Johnson City lack adequate streetscape features. In order to enhance the visual quality of the Village of Johnson City, key locations for gateway features were identified and important streets within the study area were classified into three typologies, each with different levels of improvements.

Gateways

Gateways help to define the entry into a place or district and signal the arrival at a destination. In the iDistrict, major gateways were identified based on their location and surrounding uses.



Major Gateways

Artistic Gateway Designs

A common theme from Steering Committee and public feedback was the preference for bright colors and artistic design features. Gateway signs and features provide prime opportunities to implement distinct artistic elements that can create a memorable entrance, project a unique brand, and draw visitors to the iDistrict.



Major Gateways

Major gateways are located at entry points into the iDistrict and include the intersections at:

- Main Street and Arch Street.
- Lester Avenue and CFJ Boulevard.

Major gateways act as the “welcome sign” to the iDistrict. In addition to physical signage, gateways can be effectively achieved by creating a sense of place. Changing materials – such as pavement treatments, lighting fixtures, light pole banners, and landscaping – at gateways will signal a shift or transition from one district to another. Residents and visitors will intuitively know that they have arrived someplace new. Techniques like pedestrian-safe, raised table intersections indicate to motorists that they have arrived in a new district by forcing them to slow down and take notice of their surroundings. Other techniques like the installation of public art can also help reinforce and draw attention to the entry into the iDistrict. All of these treatments will significantly improve recognizability of the Johnson City iDistrict and can be utilized to further its innovative vision and connection to the Village of Endicott and City of Binghamton iDistricts.

Major gateway improvements should include:

- **Signage and materials that create a distinct sense of place.**
- **Crosswalk and intersection treatments that enhance the pedestrian experience.**
- **Art and other streetscape furnishings that provide visual interest and public amenities.**

Possible Gateway Features



Streetscape Enhancements

Streetscape enhancements will contribute to the objectives of the iDistrict Revitalization Strategy by creating a safe and welcoming environment for all modes of transportation.

The levels of improvement necessary for each street to achieve its desired form are based on its physical makeup as well as its existing and intended uses. Although it would behoove the Village to carry streetscape improvements throughout the iDistrict, recommendations were only made for the streets most critical to revitalization. Based on the existing conditions analysis, streets were categorized into three streetscape typologies:



Streetscape Typology A.

Downtown Main Street.



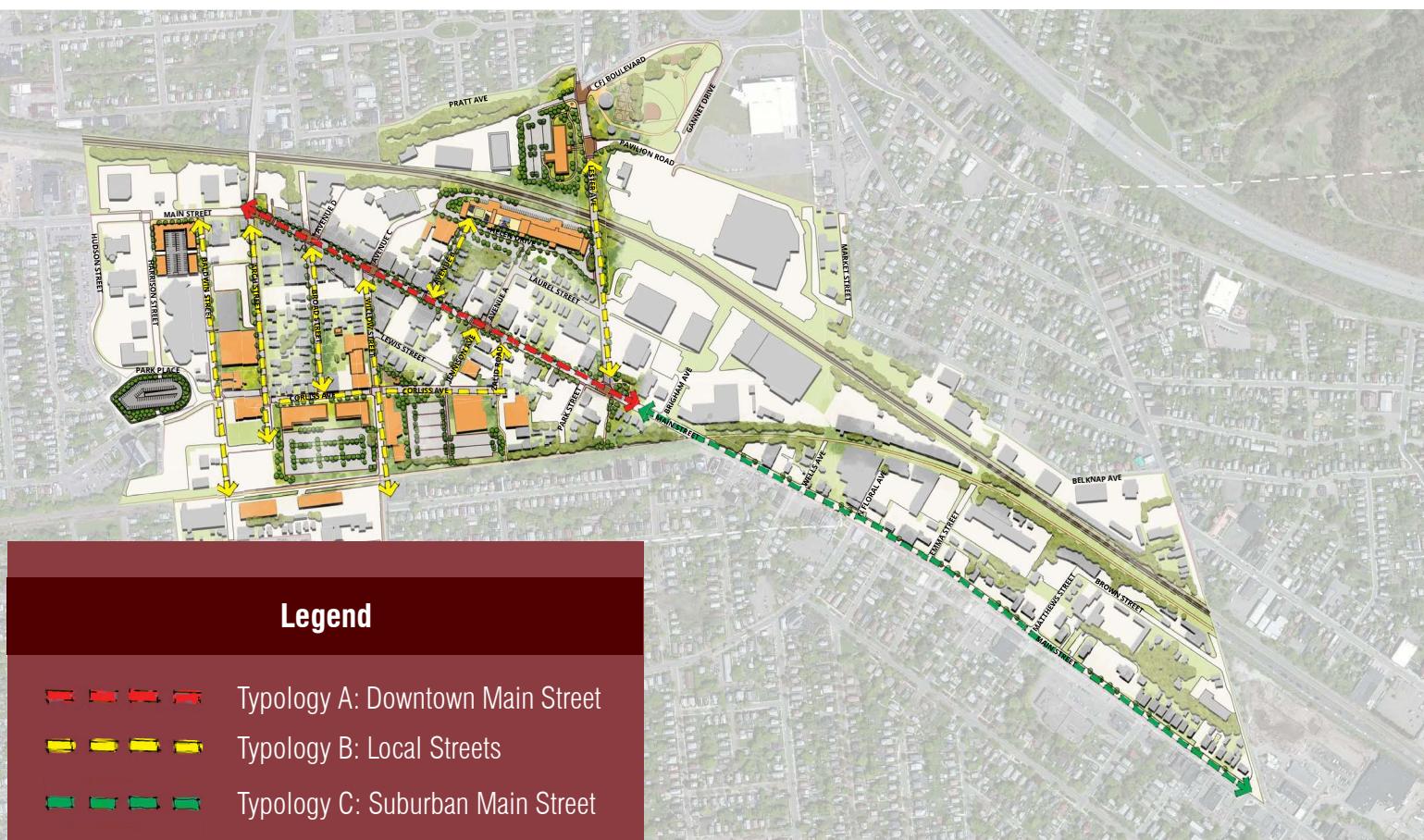
Streetscape Typology B.

Local Streets.



Streetscape Typology C.

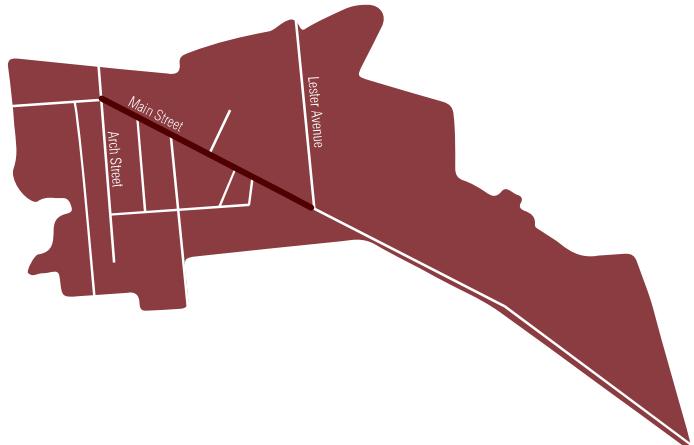
Suburban Main Street.



Streetscape Typology A: Downtown Main Street

Downtown Main Street is the central spine of the study area, running from Arch Street to Lester Avenue. As visitors pass through the gateway at Arch Street and traverse the improved intersections along Main Street, the vocabulary of the streetscape will become clearly evident, creating a palpable sense of space.

This corridor will introduce the design aesthetic of Johnson City to visitors, meaning that corridor features should be integrated throughout the rest of the iDistrict to create a cohesive experience.

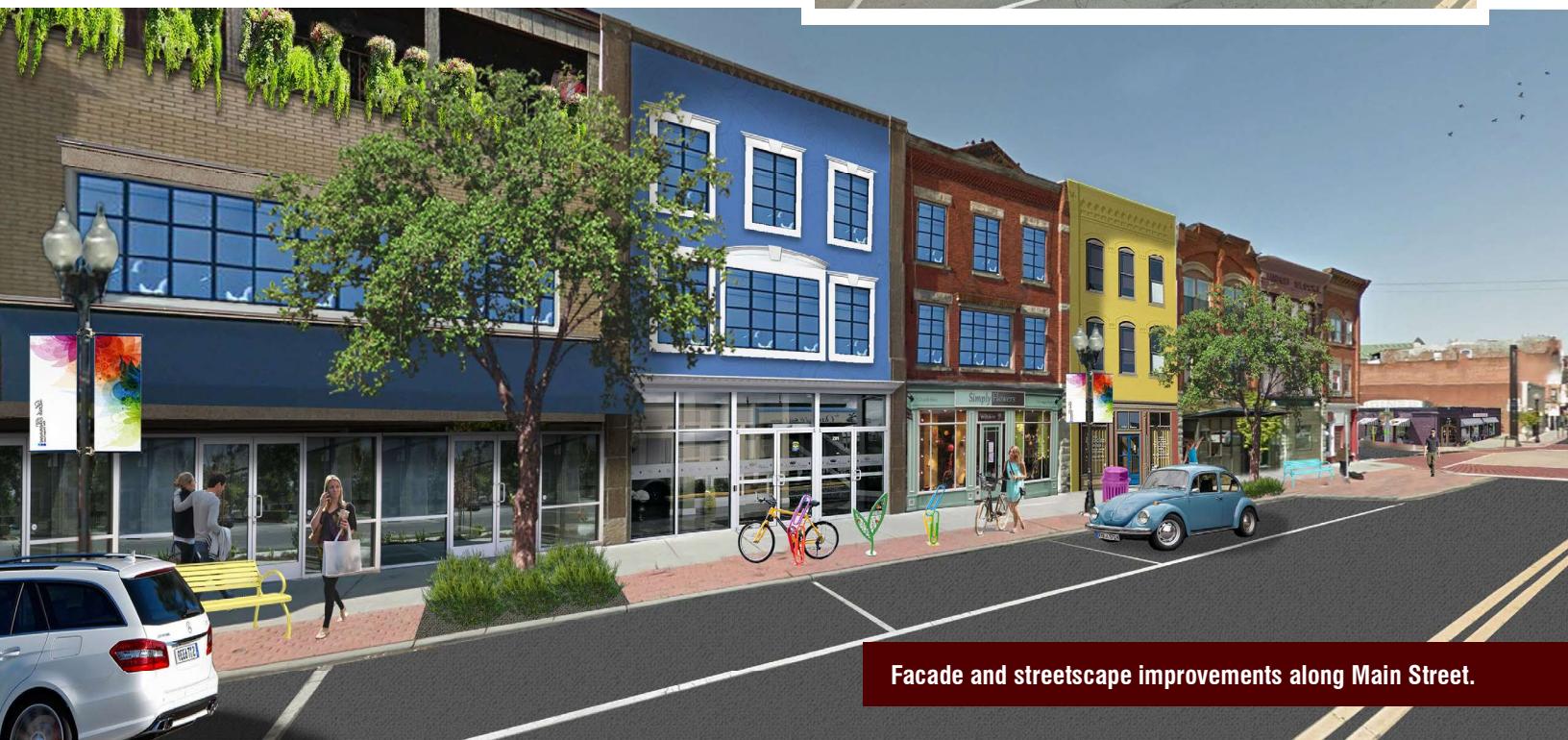


Downtown Main Street improvements include:

- Crosswalk and intersection treatments, street trees, ornamental lighting, facade improvements, and site furnishings such as benches, bike racks, and trash receptacles.**
- Concentrations of the abovementioned improvements at large intersections, key destinations, bus stops, and public spaces.**



Existing Main Street building facades.



Facade and streetscape improvements along Main Street.

Streetscape Typology B: Local Streets

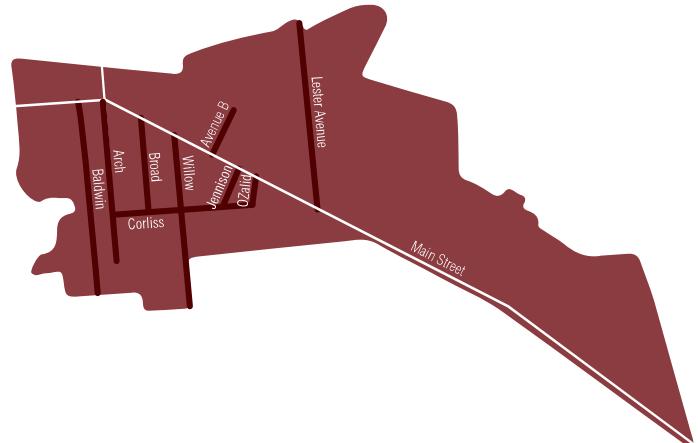
Local Streets extend out from the central spine of Main Street into the study area. These streets connect to recent and ongoing investment projects such as the Binghamton University Pharmacy School and the Goodwill Theatre expansion, as well as future projects such as the redevelopment of the Victory Building. Improvements to local streets will follow the streetscape palette from Main Street, creating a walkable and aesthetically pleasing environment which enhances the quality of life for visitors and residents while visually creating a unified aesthetic to link the study area together.

Local streets within the study area include:

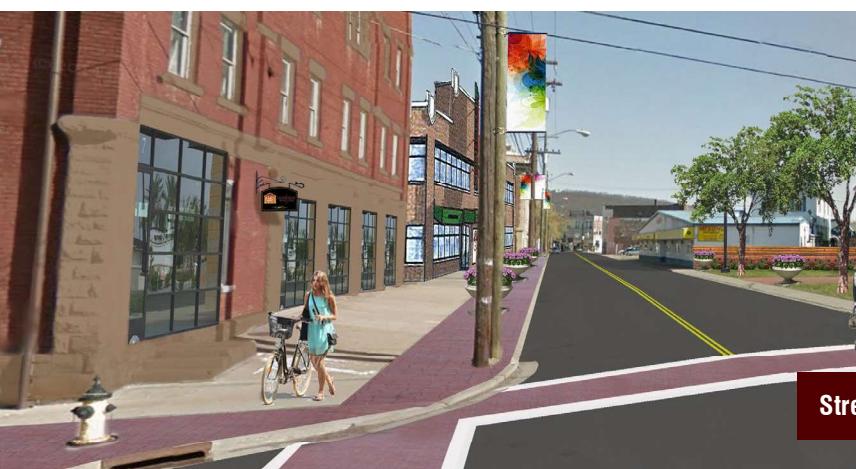
- Baldwin Street;
- Arch Street;
- Broad Street;
- Willow Street;
- Corliss Avenue;
- Jennison Avenue;
- Ozalid Road;
- Avenue B; and
- Lester Avenue.

Local street improvements should include:

- **Sidewalk and crosswalk treatments, street trees where feasible, ornamental lighting, light pole banners, and raised planters.**



Existing park at Willow/Corliss intersection.

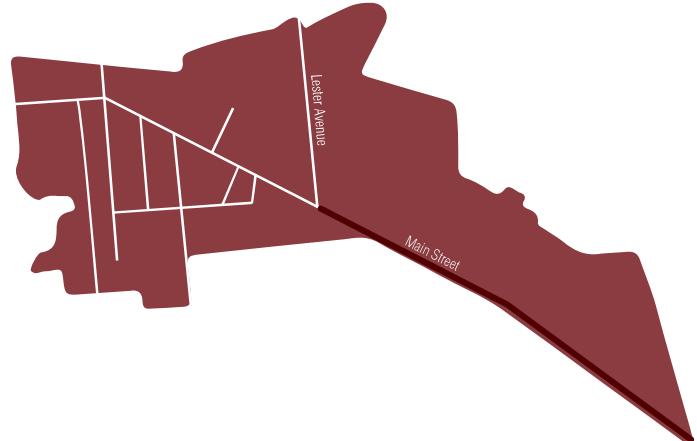


Streetscape improvements at the intersection of Willow and Corliss.



Streetscape Typology C: Suburban Main Street

Suburban Main Street connects Johnson City to the City of Binghamton. Traveling from Binghamton, Main Street between Glenwood Avenue and Lester Avenue is the first glimpse a pedestrian or motorist will have of the streetscape palette. At Lester Avenue, streetscape improvements will intensify, creating a sense of arrival and a sense of place for the Downtown Main Street area.



Suburban Main Street improvements include:

- Raised planters, scaled down crosswalk treatments, street trees where feasible, and light pole banners.**

Public Meeting: Visual Preference Survey

At the public meeting, attendees were shown images of streetscape amenities and were asked which amenities they would like to see throughout the iDistrict. This most popular responses for each streetscape typology are shown below.



Downtown Main Street:

- enhanced crosswalks
- bike accommodations
- lighting
- wayfinding
- artistic elements



Local Streets:

- landscaping
- bike accommodations
- lighting



Suburban Main Street:

- enhanced crosswalks
- bike accommodations
- lighting
- wayfinding
- planters



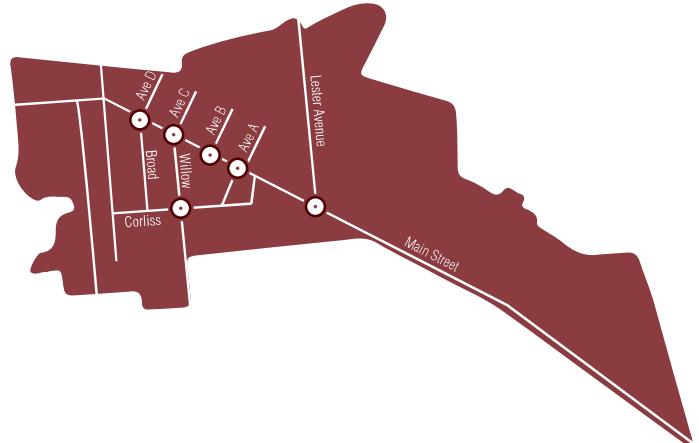
Intersection Treatments

Low-speed traffic and safe road crossings are important to creating a welcoming environment for pedestrians and cyclists, meaning that intersections should be properly designed with this purpose in mind.

The locations for intersection treatments include:

- Broad and Main;
- Willow and Main;
- Willow and Corliss;
- Avenue B and Main;
- Jennison and Main; and
- Lester and Main.

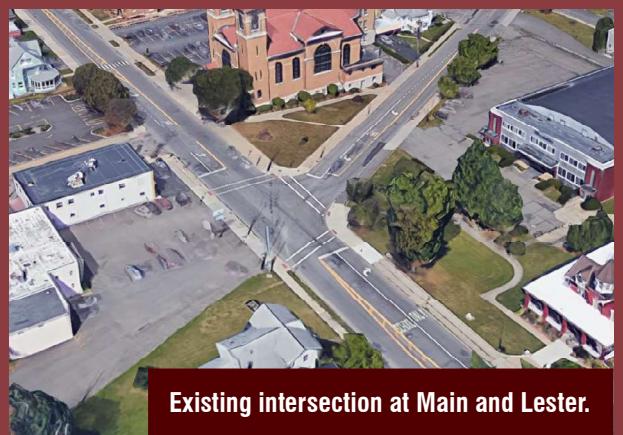
Much like the Major Gateway improvements, important intersections may be strengthened through the use of enhanced crosswalks, innovative paving materials, ornamental lighting, light pole banners, landscape and wayfinding signage. Intersection improvements should be coordinated with Major Gateway improvements in order to create a cohesive aesthetic and image throughout the study area, but can also include unique elements to foster a distinct sense of place for different areas of the iDistrict.



Raised Table Intersections

Raised intersections are flush with the sidewalk, meaning that vehicles must traverse a small grade change. Such treatments reinforce slow speeds and encourage motorists to yield to pedestrians, thereby creating a more walkable environment.

After raised intersections were installed in Cambridge, Massachusetts, 55% of motorists yielded to pedestrians at the raised intersection, compared to only 10% of motorists at the original, street-level intersection.





MASTER PLAN

Introduction

This Master Plan includes recommended development and capital projects specifically designed to achieve the vision and goals of the Revitalization Strategy. The plan was informed by the EJ Industrial Spine BOA Nomination Study, the previous demographic, streetscape, and parking analyses, and was created with the guidance of a Steering Committee and with consideration for public feedback. In order to successfully implement the master plan, Johnson City will need to leverage existing partnerships and implement strategic policy changes.

What is a Master Plan?

A community's master plan provides a long-range vision for the built environment, guides land use, identifies suitable locations for development, improves public spaces, implements strategies for economic development, protects historical, and natural resources, and mitigates traffic issues – all in an effort to improve quality of life.

Leveraging Partnerships

The implementation of the Endicott Johnson City Industrial Spine Master Plan is a complex endeavor with far-reaching impacts that requires ongoing public-private partnerships and cooperation amongst multiple municipalities, agencies, businesses and community members. Johnson City will need to work collaboratively with the Town of Union and Broome County to ensure that revised policies are consistent with the existing regulatory framework and engender the greatest possible regional impact from the revitalization of the Village of Johnson City, the Village of Endicott and City of Binghamton iDistricts. Binghamton University, the Goodwill Theatre, and UHS Wilson Medical Center will also be integral partners in leveraging existing investment and momentum in Johnson City for future development and revitalization.



The Importance of Public-Private Partnerships

Public-private partnerships (PPPs) involve cooperation among public and private entities and, in the case of innovation districts, are specifically designed to share the risks associated with speculative and entrepreneurial development. By providing subsidies and tax incentives, the public partner encourages innovation that the private partner might find too risky to otherwise pursue, and this innovation often provides significant benefits to the public. PPPs are particularly important to innovation districts in that they provide the impetus for creative developments.

Binghamton University Investments

Binghamton University is committed to being a catalyst for development in Johnson City, and is currently investing in and developing properties in the iDistrict. The University is creating a Health Sciences Campus at 96 and 48 Corliss Avenue, where it will build a Pharmacy School and adaptively reuse the former Endicott Johnson Co. building as a Nursing School. The Pharmacy and Nursing Schools are expected to open in 2018 and 2020, respectively. The multi-million dollar investment is expected to increase economic opportunity and attract new businesses to the newly established tax-free START-UP NY Zone. The Health Sciences Campus will also bring graduate students to the area, increasing demand for housing that is suitable for young families. The University anticipates that the new campus will bring roughly 700 people to Johnson City by the end of Phase 1 of construction.

Master Plan

Identified projects are intended to support four, distinct initiatives:



Transform Streetscapes.



Redevelopment and Adaptive Reuse.



Leveraging Ongoing Success.



Rejuvenate Open Spaces and Trails.



Legend

- 1 Gateways + Intersection Improvements
- 2 Streetscape Improvements
- 3 Victory Building Adaptive Reuse
- 4 19 Avenue B
- 5 Book Depository Building Mixed-Use/
Residential Rehabilitation
- 6 Ozalid Road Building Commercial Reuse
- 7 Goodwill Theatre Block Redevelopment
- 8 Mixed-Use Redevelopment Site
- 9 42-46 Corliss Avenue Institutional
Redevelopment
- 10 Flexible Redevelopment Site
- 11 Potential Parking Garage Location
- 12 Binghamton University
Pharmacy School
- 13 Binghamton University
Nursing School
- 14 Century Sunrise Mixed-Use
Redevelopment
- 15 UHS Parking Garage Rehabilitation
- 16 Jennison Avenue Commercial/
Medical Redevelopment
- 17 Binghamton University
Research and Development Facility
- 18 Future Trailhead for Proposed
Johnson City Rail Trail
- 19 Jennison Park Improvements
- 20 CFJ Park Improvements
- 21 Future Multi-Use Trail
- 22 Public Wi-Fi Zones

Transforming Streetscapes

The perception of the iDistrict can be influenced by the activities and visual quality of the streetscape environment. Creating welcoming, safe, and vibrant streetscapes is integral to revitalizing Main Street, activating cross streets, and attracting residents, visitors, and businesses to the iDistrict.

1 Gateway and Intersection Improvements

Gateways are important for creating a distinct sense of place when entering the iDistrict. These arrival points should use design elements, such as signage, banners, and public art, to communicate and emphasize the identity of the iDistrict. Improvements to intersections along major corridors throughout the iDistrict should also incorporate features that convey the innovative and creative vision of the iDistrict. Intersection improvements should also encourage walkability and enhance safety for pedestrians and cyclists.

2 Streetscape Enhancements

The recommendations included in the previous *Streetscape Analysis and Recommendations* section identify innovative, inviting, safe, and durable improvements to gateways and streetscapes throughout the iDistrict. These improvements are intended to enhance and reflect the identity of the iDistrict, to guide people to and through the iDistrict, and to foster walkable, activated environments.

Crime Prevention through Design

Ensuring that Main Street is safe and inviting will increase foot traffic, support businesses, and transform the corridor into an attractive destination for shopping and living. At present, concerns exist over the safety of Main Street, with attendees at the public meeting noting issues such as inadequate lighting, loitering, and vandalism. Attendees at the public meeting noted the prevailing perception of lack of safety along Main and other streets throughout the iDistrict.

Streetscape features can be designed to discourage crime and mitigate the effects of tampering, while also providing amenities that support vibrancy.



Planters

very heavy
difficult to grip
shape prevents flipping



Benches

mounted to pavement
easy to clean
can incorporate lighting



Trash Receptacles

mounted to pavement
can incorporate smart technology



Bike Racks

mounted to pavement
easy to clean

Redevelopment and Adaptive Reuse

Revitalizing vacant and underutilized properties is imperative to attracting new development and investment in Johnson City. The historic architectural character of the facades along Main Street provides significant opportunities to adaptively reuse these buildings. In order to improve the livability of the iDistrict, it will also be important to reduce vacancy, eliminate blight, and redevelop properties. Downtown should strive to be human-scale, with transparent, inviting facades and flexible, mixed-use buildings and open spaces.

3

Victory Building Adaptive Reuse

The Victory Building, as the former Endicott Johnson Co. shoe factory, is emblematic of the history of Johnson City. Its reuse would symbolize the Village's transformation into an innovative hub, while also paying homage to its industrial history. The existing building is structurally sound and offers more than 340,000 square feet of usable space. Its redevelopment will most likely be mixed-use, with first-floor retail and restaurant space and upper-floor flex, office, and residential space. The roof is also envisioned to be a usable space, with a garden, fire pit, and possibly a swimming pool.

Green Innovation Model Facility Concept

One proposal for the reuse of the Victory Building is to redevelop the building based on the latest best-practices for sustainable design. This proposal was conceptualized at a public meeting led by Southern Tier Solar Works, Binghamton University, and LAGI design consultants, and is intended to align with goals espoused in the Cleaner, Greener Southern Tier Regional Sustainability Plan and by the Binghamton Regional Sustainability Coalition.

The proposed plan includes a:

- showplace for the latest in energy-related innovation;
- lab for new technology-based creative work;
- bio-medical technology commercial product development co-work space; and
- recreational and event space designed to foster collaboration and innovation.



Rendering of potential Victory Building improvements.

4

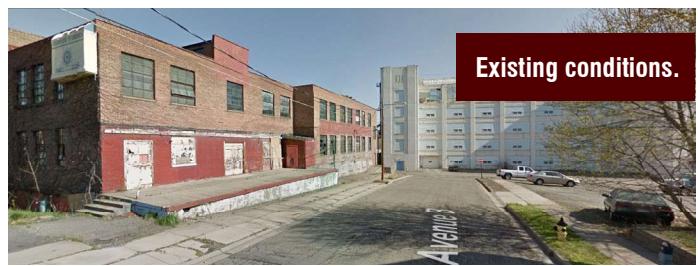
19 Avenue B

The vacant building at the corner of Avenue B and Helen Drive is envisioned to be redeveloped as a commercial building. Possible restaurant or commercial uses are intended to complement the reuse of the Victory Building, which is expected to incorporate first-floor retail uses. In combination, these developments could turn this area of the iDistrict into a niche shopping district with an active nightlife scene.

5

**Book Depository Building Mixed-Use/
Residential Rehabilitation**

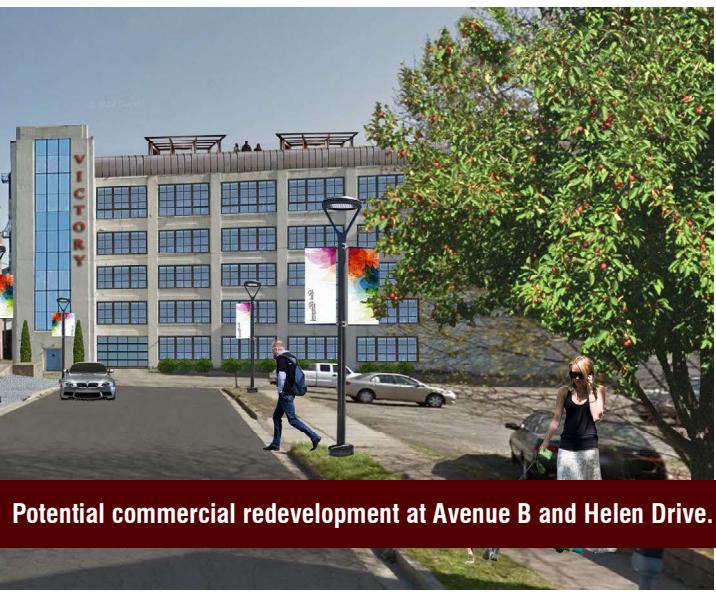
The Master Plan proposes the redevelopment of the Book Depository at the intersection of Corliss Avenue and Arch Street as a mixed-use space, with both commercial and residential uses. This building is in close proximity to the future Binghamton University Health Sciences Campus and could provide residential options for the large number of graduate students expected to pursue housing in Johnson City.

**How Does the Community Feel?**

The long-vacant Victory Building and other derelict downtown properties are seen as eyesores. However, residents value the historic architecture and legacy of downtown and would prefer to see these buildings be adaptively reused.

When asked to prioritize investments at the public meeting, attendees favored the following improvements:

- 1 **Reuse of historic buildings**
- 2 **Better shopping and retail options**
- 3 **More parks and open space**
- 4 **More lighting**
- 5 **Trail enhancements**
- 6 **Bike racks**
- 7 **Benches**



6 Ozalid Road Building Commercial Reuse

Redeveloping the existing building at the intersection of Ozalid Road and Corliss Avenue would provide additional commercial space near the future Binghamton University Health Sciences Campus.

7 Goodwill Theatre Block Redevelopment

The Goodwill Theatre is currently in the process of restoring three historic Endicott Johnson Co. buildings and constructing a new building to house its premier regional entertainment and performance arts training venue on Willow Street. Once complete, the redevelopment of this block will create three state-of-the-art performance stages in addition to rehearsal halls, classrooms, and rental space.

As has been the case in other historic theatre renovation projects, the Goodwill Theatre redevelopment is expected to catalyze private sector investments in other downtown properties. The project is projected to attract approximately 100,000 visitors annually, generating \$1.5 million in the Triple Cities per year.

History of the Goodwill Theatre

The Goodwill Theatre is designated on the National Register of Historic Places and is located in the Johnson City Historic District, which is also recognized on the National Register. The building was constructed in 1920 as a gift to the Village from George F. Johnson, founder of the Endicott Johnson Shoe Company. Johnson also donated the C. Fred Johnson Park Carousel, another nationally recognized historic structure. These amenities were intended to provide enjoyment to Johnson's workers, epitomizing his paternalistic attitude toward industry.

Johnson also built a Municipal Building, meant to house the mayor's office, the court room, and the firehouse, and the Medical Building on the Goodwill Theatre Block. The theatre's redevelopment project will restore these buildings as well. A large infill project will be undertaken to connect the Goodwill Theatre to the Municipal Building, as shown in the rendering below.



Rendering of Goodwill Theatre block redevelopment.

8

Mixed-Use Redevelopment Site

The property at the corner of Corliss Avenue and Baldwin Street is envisioned to be redeveloped as a 3- to 4-story mixed-use building. Located near UHS Wilson Medical Center, this building could provide ancillary medical services.

9

**42-46 Corliss Avenue
Institutional Redevelopment**

Binghamton University recently purchased 42-46 Corliss Avenue to expand its Health Sciences Campus. Future uses are still uncertain, but may include a building or a parking lot.

10

Flexible Redevelopment Site

The Master Plan proposes that the property at the corner of Lester Avenue and CFJ Boulevard be redeveloped as a large-scale flexible commercial and event space.

11

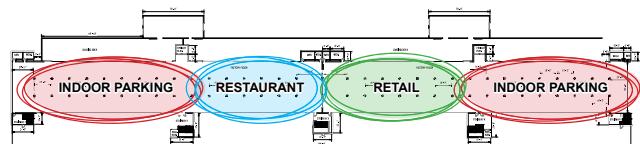
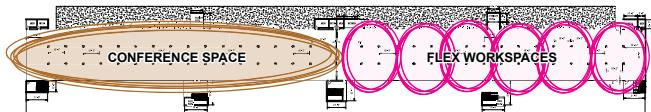
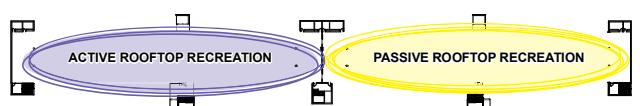
Potential Parking Garage Location

As detailed in the *Parking Analysis and Recommendations* section, demand for parking in the hospital area may soon overwhelm demand, indicating the need for additional parking spaces in the future. Rather than creating another surface lot, the Village should consider constructing a parking garage on an existing surface lot in order to add spaces without disrupting the urban fabric of downtown. The garage is envisioned to be 3-stories, providing upwards of 200 parking spaces depending on the design and site. Two sites have been proposed in this plan, one on the existing lot along Main Street between Harrison and Baldwin and one on the existing lot surrounded by Park, Hudson, and Corliss.

What is a Mixed-Use Development?

Mixed-use developments physically and functionally integrate residential, commercial, office, cultural, institutional, or industrial uses into a single building, property, or parcel. Oftentimes, mixed-use developments include first-floor retail, dining, or entertainment options with upper-floor residential or office space. These developments also emphasize pedestrian accessibility and are designed at a human-scale to foster walkability. Such developments allow users to live, work, and play in one place, meaning that they often become neighborhood and visitor destinations.

An example of a possible mixed-use plan for the redevelopment of the Victory Building is below:

1ST FLOOR**2ND FLOOR****3RD FLOOR****ROOF**

Leveraging Ongoing Success

The recent influx of investment in Johnson City has created significant momentum in the Village, with should be leveraged to fully capitalize on the Village's potential for revitalization and transformation. Major investments in the educational, medical, and housing sectors can act as catalysts for additional private investment.

12-13

Binghamton University Pharmacy and Nursing Schools

Binghamton University is in the process of creating a Health Sciences Campus in Johnson City which will house its Pharmacy and Nursing Schools as well as a research and development facility. The University is committed to investing more than \$60 million in Johnson City, and the new campus is projected to attract over 1,000 students, instructors, and support staff to the area when complete.

14

Century Sunrise Mixed-Use Redevelopment

The Century Sunrise project will redevelop two, long-vacant Endicott Johnson Co. buildings at 135-139 Baldwin Street into a mixed-use complex, with 104 residential units, a restaurant, and a garden space. The apartment units vary from one to three bedrooms and are mixed-income, providing a range of housing options.

Recent Investments in Johnson City

\$60+ MIL

Binghamton University Health Sciences Campus

\$30 MIL

Century Sunrise Mixed-Use Redevelopment

\$6.3 MIL

Stormwater Management + Clean Drinking Water Projects

\$5+ MIL

Department of Transportation

\$600 K

Grants for the Johnson City Police, Fire, and Courts

\$350 K

Parks Improvements

\$125 K

Brownfield Opportunity Area (BOA) Program



Rendering of future Century Sunrise Apartments.

15

UHS Parking Garage Rehabilitation

The UHS Wilson Medical Center is in the process of rehabilitating a two-story parking deck on Baldwin Street that partially collapsed in 2015. Once completed, the newly-renovated, structurally-sound deck will re-open parking spaces that have been unavailable for the past two years, and may help alleviate supply issues in the hospital area.

16

Jennison Avenue Commercial/ Medical Redevelopment

Binghamton University purchased 27 Jennison Avenue and plans to construct a gerontology center on the site as part of its future Nursing School.

17

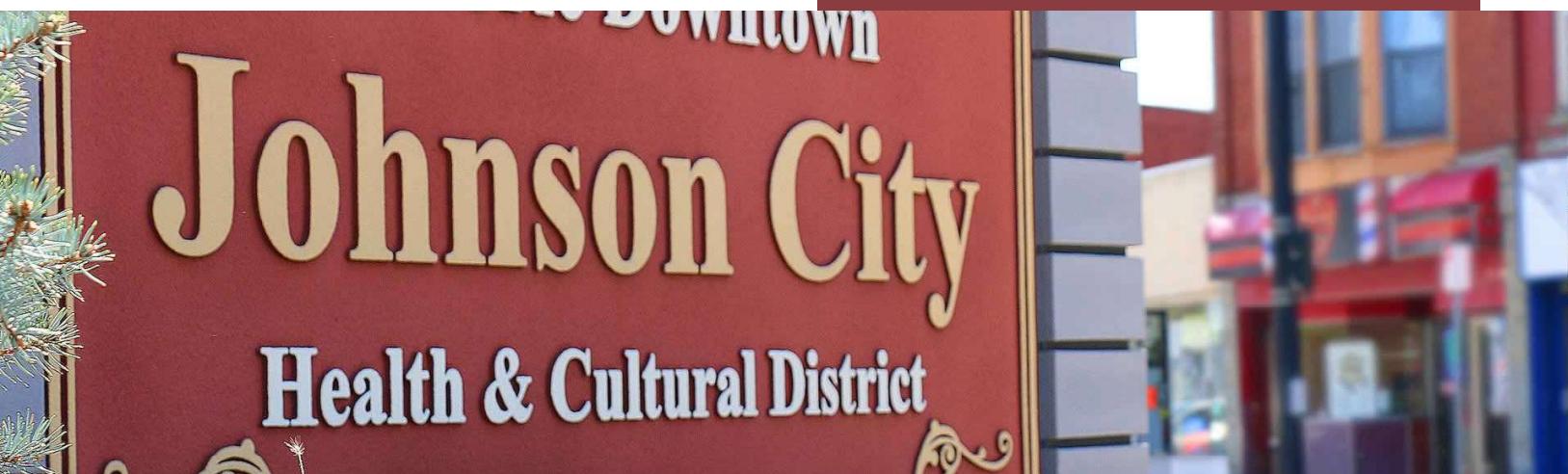
Binghamton University Research and Development Facility

In addition to the Pharmacy and Nursing Schools, Binghamton University is also constructing a state-of-the-art research and development facility on its Johnson City Health Sciences Campus. Space will be available for biotech companies and other start-ups to collaborate with faculty and students at the new campus. Construction on the 20,000 square foot building is expected to be completed by 2020, and a portion of its \$15 million cost will be funded by the State.

Health and Cultural District Plan

In 2013, the Goodwill Theatre collaborated with the Village of Johnson City to create a Health and Cultural District Conceptual Master Plan, with the intention of proposing an appropriate boundary for a Health and Cultural District and identifying projects to support this district. As a result of these efforts, the Southern Tier Regional Economic Development Council (REDC) designated the Village as a Health and Cultural District.

The district focuses on building re-use, sustainable building design, medical innovation, and cultural offerings. The existing concentration of health services in the district makes it an attractive location for pharmaceutical and medical businesses, start-ups, and entrepreneurs. Planned developments – like the Binghamton University Research and Development Facility – are also intended to act as important anchor institutions for the innovation hub being fostered in Johnson City. Cultural offerings in the district, including the Goodwill Theatre, CFJ Park Carousel, multiple nationally recognized historic buildings, and premier arts and theatre opportunities, also serve as significant attractions for visitors.



Rejuvenate Open Spaces and Trails

Aside from CFJ Park, the iDistrict lacks green space. At the public meeting, the provision and enhancement of parks and open spaces was ranked as a top-three priority by attendees. Open spaces and trails are important not only to the health and well-being of the population, but also to the creation of a pleasing, aesthetic appearance and a safe, walkable environment.

18 Future Trailhead for Proposed Johnson City Rail Trail

This project involves the creation of two trailheads to connect Lester Avenue and Ozalid Road to a future multi-use trail along the abandoned railroad corridor.

19 Jennison Park Improvements

To complement improvements to the Goodwill Theatre across the street, this project includes enhancements such as public art, landscaping, and streetscaping. As one of the few passive recreation spaces in Johnson City, making Jennison Park attractive and welcoming is important to improving the Village's open space system.

Rails-to-Trails

Since they are long and flat, abandoned railways often lend themselves to conversion into trails. This rails-to-trails conversion re-activates abandoned land and repurposes the railroad corridor by creating a multi-use trail that is suitable for walking, biking, and other uses.

Many communities throughout New York and the United States have rail trails, including the Town of Vestal, just 7 miles southwest of Johnson City. The Vestal Rail Trail is a combined 3.85 miles long, with a 12-foot wide paved path and 8-foot wide buffers of grass on each side. Walking, skating, running, and cycling are permitted on the path, and other amenities such as benches, a gazebo, a scenic overlook, and dog waste receptacles are provided.

Utilizing Johnson City's abandoned railbed as a trailway would create much needed open space in the Village, while also providing opportunities to establish a regional trail system with connections to nearby trails, such as the Vestal Rail Trail.

Example rails-to-trails concept.



20

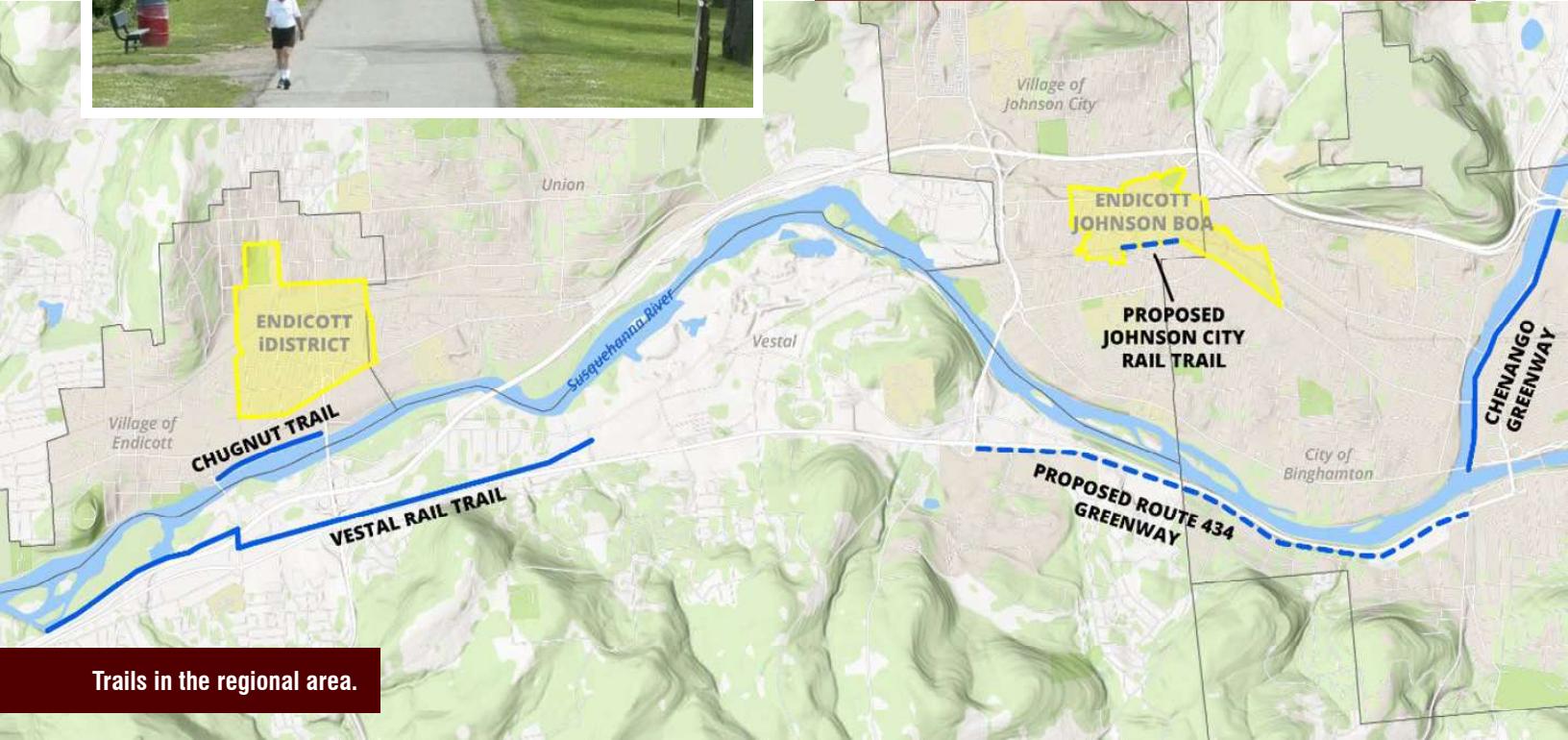
CFJ Park Improvements

This project includes enhancements to lighting features and restoration of the carousel.

21

Future Multi-Use Trail

The Master Plan envisions the conversion of the abandoned railroad bed along the southern border of the iDistrict into a multi-use recreational trail. Potential exists to connect this Johnson City Rail Trail to the existing Vestal Rail Trail, in effect creating a more than 8-mile regional trail system.

**Native Tree Species**

When landscaping and streetscaping in the iDistrict, it is necessary to plant trees and shrubs that are native to the area, since these trees are well-suited to the environment and are generally cold-resistant.

Small Trees (under 30 feet tall)

Eastern Redbud



Washington Hawthorn



Thornless Honeylocust

Large Trees (more than 30 feet tall)

Red Maple



Linden Tree



American Elm

Public Wi-Fi

22 Public Wi-Fi Zones

Technology has the ability to provide the means to achieve specific, community-developed goals. The master plan proposes the creation of public Wi-Fi zones throughout the Village. Wi-Fi is defined as a “popular technology that allows an electronic device to exchange data or connect to the internet wirelessly using radio waves.” Wireless networks, as a basic form of digital infrastructure and access, provide a platform for communities to utilize technological tools, applications, and services to address a range of local needs and goals.

Public Wi-Fi zones can be used for a number of reasons that revolve around economic development, including the ability to promote local businesses, the attractiveness of free Wi-Fi to tourists, and the opportunity for those who might otherwise not be able to have the internet at home to access the internet from a broad area. Incorporating this type of technology within the community has the potential to indicate to visitors that this Village is smart and forward-thinking.

Not only can public Wi-Fi zones benefit economic development, but they can also promote resiliency. Wi-Fi zones can aid in emergency response in the event of an emergency or natural disaster. This type of technology can provide a community with the tools necessary to access information about where to volunteer or get help, what roads are closed, and where to get supplies that are needed. Because transitional communication lines typically fail during a natural disaster, Wi-Fi zones have the potential to become a key part of communication in a post-disaster situation.



Case Study: LinkNYC

LinkNYC is a communication network that provides free, fast Wi-Fi across all five boroughs of New York City. It was implemented through public private partnerships to “...promote seamless user experience across public networks to create high-speed access across the boroughs.” The Wi-Fi infrastructure used consists of digital kiosks that can withstand heat, cold, rain, snow, and potential vandalism. The kiosks were designed to also be used as platforms for several additional future services.

In addition to free Gigabit-speed Wi-Fi, LinkNYC also provides free domestic phone calls and emergency calls, touchscreen tablets for directory service, public and city service announcement, and charging stations for mobile devices. This initiative is fully funded by advertising, and has the potential to return an additional \$500 million to the City of New York over 12 years.

The City provided assets, right of way and support and maintained advertising rights. Their partner, CityBridge, provided the kiosks, networking and ongoing operations.





Rendering of Main Street improvements.

IMPLEMENTATION PLAN

Introduction

In order for the projects proposed in this Revitalization Strategy to be realized, the Village will need to secure funding and investment sources and follow a detailed phasing schedule. The framework described below is designed to allow the Village to leverage existing partnerships, capitalize on State funding programs, attract private investment, and implement its vision in the immediate and near future.

The implementation table at the end of this section summarizes the projects described in this Revitalization Strategy, identifies appropriate funding sources, provides a phasing schedule with cost estimates, and includes a time frame for project completion. The Village should strive to address short-term and on-going initiatives over the course of the next 5 years. Plans for mid- and long-term projects will continue to evolve as the iDistrict experiences revitalization.

Funding

Funding for revitalization initiatives can come from a host of public and private resources. Timing and levels of public investment will be predicated on numerous issues including the disposition of State and Federal budgets and the regional, State and national economic outlook. Although near-term public involvement will be required to facilitate investment, the long-term sustainability and financial viability of development within the iDistrict will require the ability of projects to persist regardless of the acquisition of public subsidies.

Maintaining momentum developed during the implementation process is critical to ensuring that revitalization efforts take hold. The iDistrict should identify and execute on short-term projects and initiatives that can be accomplished with limited funding to provide maximum visibility and impact for the community.

Funding for lower cost, high impact projects can come from more traditional sources, such as the New York State Environmental Protection Fund and New York Main Street Program. The following provides an overview of available New York State funding resources and the recently enacted regional economic development policy approach promoted by the NYS Governor's Office.



NYS Regional Economic Development Councils

In 2011, New York State created ten regional economic development councils (REDC) and mandated that each develop a five-year strategy which identifies an overall economic development approach for the region. Each regional strategy is updated annually to promote priority public sector investments and compete for access to a pool of State funding and development support. The use of State economic development funding for public or private sector projects is now directly tied to the advancement and implementation of regional economic development strategies. Funding priority will be given to projects which meet or advance the strategies and goals identified by the corresponding regional economic development council. The Johnson City iDistrict is part of the Southern Tier Regional Economic Development Council. The Southern Tier REDC's overarching goals are:



Build the Greater Binghamton innovation ecosystem.



Invest in advanced manufacturing industry.



Transform the food and agriculture industry.



Promote the Southern Tier's innovative culture.

Each Regional Economic Development Council has a Capital Fund for catalytic projects within the region. The alignment of the Johnson City iDistrict Revitalization Strategy with the regional economic development strategy will be critical to accessing these and other funds for implementation projects.

Consolidated Funding Application Process

A significant amount of State funding is now procured through the Consolidated Funding Application (CFA) process, an initiative begun in 2011 in concert with the establishment of the regional economic development councils. The CFA process functions as a funding clearinghouse, whereby applicants can apply for multiple sources of traditional funding via a single application. Applications for CFA resources must be reviewed by both the funding agency and the REDC to be scored for compliance with agency and regional goals. The Johnson City iDistrict Revitalization Strategy will require a broad range of capital projects, including streetscape and roadway infrastructure, environmental remediation, building demolition, housing rehabilitation, park and recreational amenities, and the construction of multi-story mixed use structures. These projects have several components which may be eligible for funding via the CFA process.

For 2016 and 2017, the Governor's Office announced a pool of funding from several sources, such as the Environmental Protection Fund (EPF), the Environmental Facilities Corporation (EFC), and the New York State Energy Research and Development Authority (NYSERDA), among others. Funding availability is typically announced once per year in late spring, with application deadlines in July or August.

Environmental Protection Fund (EPF)

The NYS Environmental Protection Fund (EPF) was created in 1996 as part of a statewide bonding initiative. This fund is utilized by two primary grant programs: the Local Waterfront Revitalization Program (LWRP) for which the Susquehanna River is eligible; and the Parks, Recreation and Historic Preservation Program (OPRHP). Grants from these programs can fund up to 50% of the total eligible project costs and up to 75% for projects located in high-poverty areas. Awards cannot exceed \$500,000.

Parks, Recreation, and Historic Preservation Program (OPRHP)

The Office of Parks, Recreation and Historic Preservation (OPRHP) administers a separate EPF grant program focusing on the acquisition, preservation and construction of park and historic preservation projects. This funding program supports the purchase of property and easements, the construction of public parks, and the preservation of historic resources and structures.



New York Main Street Program

The New York Main Street Program is funded by the NYS Housing Trust Fund and administered by the Office of Community Renewal. Eligible projects must be located in “target areas” which have experienced physical deterioration, vacancy, or were otherwise deemed eligible for a community or economic development program. The Main Street Program mainly supports investment in private property. Main Street funding is flexible, yet requires proof of committed investment by other state, federal, or private sources. Main Street is also a reimbursement program, with varying levels of match dependent upon project type.

Low Income Housing Tax Credit and NYS Home

The New York State Department of Housing and Community Renewal provides State Low Income Housing Tax Credits similar to federal HUD tax credits for qualified low to moderate income housing projects. In addition, the NYS HOME program leverages private investments for the construction of modern, affordable housing.

Brownfield Cleanup Program (BCP)

In 2004, the establishment of the Brownfield Cleanup Program (BCP) provided tax credits for the remediation and redevelopment of brownfield sites in New York State. These tax credits are further enhanced within Brownfield Opportunity Areas and areas the Empire State Development Corporation has designated as Environmental Zones (EN Zone). The BCP establishes four separate levels of remediation based on final permissible uses and the need for continued engineering controls to protect the public health, safety and welfare; projects that pursue more extensive levels of remediation are eligible for greater tax benefits. Credits cannot be issued prior to the issuance of a Certificate of Completion which certifies remediation activities have been completed per agreement with the NYSDEC.

Brownfield Redevelopment Tax Credit

The brownfield redevelopment tax credit consists of the sum of three separate credit components: (1) site cleanup, (2) groundwater cleanup, and (3) development on a brownfield site. The brownfield redevelopment tax credit is available to taxpayers who incur costs for the remediation or redevelopment of a brownfield site in New York State that is, or will become, a qualified site. Upon completion of the required remediation, the DEC will issue a written Certificate of Completion (COC) to the remedial party. The COC will include the applicable percentages used to determine the amount of the credit. The amount of the brownfield redevelopment tax credit is a percentage of the eligible costs paid or incurred to clean up and redevelop a qualified site. A greater percentage is allowed for sites that are cleaned up to a level that requires no restrictions on use, sites located in a designated EN Zone, and sites located in a BOA.

Remediated Brownfield Credit for Real Property Taxes

A developer who has been issued a COC for a brownfield site, or who has purchased or acquired all or part of a qualified site is allowed a remediated brownfield credit for real property taxes paid. The amount of the credit is 25 percent of the product of the taxpayer's employment factor (a percentage based on the number of persons employed on a qualified site) and the taxpayer's “eligible real property taxes.”

Environmental Remediation Insurance Credit

This credit is available for premiums paid for Environmental Remediation Insurance up to the lesser of \$30,000 or 50 percent of the cost of the premiums.

Green Innovation Grant Program (GIGP)

This grant program, administered by the NYS Energy Research and Development Authority, identifies and funds projects that support stormwater and infrastructure design that uses cutting edge green technologies. Funded projects must be high visibility endeavors that protect and improve water quality, spur innovation in stormwater management, build capacity locally and beyond by inspiring others to build and maintain green infrastructure and lastly, facilitate the transfer of new technologies and practices to other areas of the state. Once a project is selected, the required local match will be between 10% and 60% of the total project cost.

Climate Smart Communities (CSC) Program

In 2016, Governor Cuomo announced \$11 million in Climate Smart Community grants available to municipalities that are striving to reduce greenhouse gas emissions as well as to prepare for and mitigate climate change, and have formalized this commitment by taking the CSC Pledge. Implementation grants are awarded to projects that support mitigation and adaptation projects ranging from \$100,000 to \$2 million. Once a project is selected for funding, the local match must be 50% of the total project cost.

Transportation Alternative Program (TAP)

The Transportation Alternative Program (TAP) authorizes funding for programs and projects defined as alternative transportation implementation, including on- and off-road pedestrian and bicycle facilities, infrastructure projects aim to improve non-driver access to public transportation and enhanced mobility. In 2011, the New York State Department of Transportation made available \$98.7 million in funding to support bicycle, pedestrian, multiuse paths and other projects alike that reduce congestion and help the State meet the requirements of the Clean Air Act. TAP funding requires a 20% local match that may be task or in-kind services.

Recreation Trails Program (RTP)

The Recreational Trails Program provides funding from the U.S. Department of Transportation to construct and maintain recreational trails. Each state must establish a State Recreational Trails Advisory Committee that represents both, motorized and non-motorized recreational trail users to distribute funds. Of funds distributed to the state, 30 percent must be used for motorized recreational trails, and the remaining 40 percent can be used for either type of trail.



Green infrastructure median.

Implementation Table

#	Name	Phase	Anticipated Costs (all costs shown in 2017 dollars)	Potential Funding Resource	Time Frame in Years	Notes
1a	(1) Major Gateway	Traffic Study	\$ 5,000.00	GIGP, OPRHP, TAP, NYMS	0 to 3	These estimates reflect the average cost per individual gateway. Since the master plan calls for 2 major gateways at intersections of Main and Arch Street and Lester Ave and CFJ Boulevard, total costs would increase to \$2,230,000 .
1b	(1) Intersection Improvements	Design and Engineering	\$ 256,000.00			
		Construction	\$ 854,000.00			
		TOTAL	\$ 1,115,000.00			
2a	Streetscape: Main Street Downtown	Traffic Study	\$ 5,000.00	GIGP, OPRHP, TAP, NYMS,CSC	0 to 3	Total cost for streetscape enhancements may fluctuate based on final design.
2b	Streetscape: Main Street Binghamton	Design	\$ 200,000.00			
		Engineering	\$ 200,000.00			
		Construction	\$ 1,850,000.00			
		TOTAL	\$ 2,255,000.00			
2c	Streetscape: Baldwin Street	Traffic Study	\$ 5,000.00	GIGP, OPRHP, TAP, NYMS,CSC	5 to 10	Total cost for streetscape enhancements may fluctuate based on final design.
2d	Streetscape: Arch Street	Design	\$ 150,000.00			
		Engineering	\$ 150,000.00			
		Construction	\$ 1,300,000.00			
		TOTAL	\$ 1,605,000.00			
2e	Streetscape: Broad Street	Traffic Study	\$ 5,000.00	GIGP, OPRHP, TAP, NYMS,CSC	5 to 10	Total cost for streetscape enhancements may fluctuate based on final design.
2f	Streetscape: Willow Street	Design	\$ 80,000.00			
		Engineering	\$ 80,000.00			
		Construction	\$ 800,000.00			
		TOTAL	\$ 965,000.00			
2g	Streetscape: Corliss Ave	Traffic Study	\$ 5,000.00	GIGP, OPRHP, TAP, NYMS,CSC	5 to 10	Total cost for streetscape enhancements may fluctuate based on final design.
		Design	\$ 100,000.00			
		Engineering	\$ 100,000.00			
		Construction	\$ 970,000.00			
		TOTAL	\$ 1,175,000.00			

#	Name	Phase	Anticipated Costs (all costs shown in 2017 dollars)	Potential Funding Resource	Time Frame in Years	Notes
2h	Streetscape: Jennison Ave	Traffic Study	\$ 5,000.00	GIGP, OPRHP, TAP, NYMS, CSC	5 to 10	Total cost for streetscape enhancements may fluctuate based on final design.
		Design	\$ 35,000.00			
		Engineering	\$ 35,000.00			
		Construction	\$ 350,000.00			
		TOTAL	\$ 425,000.00			
2i	Streetscape: Zalid Road	Traffic Study	\$ 5,000.00	GIGP, OPRHP, TAP, NYMS, CSC	5 to 10	Total cost for streetscape enhancements may fluctuate based on final design.
		Design	\$ 25,000.00			
		Engineering	\$ 25,000.00			
		Construction	\$ 260,000.00			
		TOTAL	\$ 315,000.00			
2j	Streetscape: Avenue B	Traffic Study	\$ 5,000.00	GIGP, OPRHP, TAP, NYMS, CSC	3 to 5	Total cost for streetscape enhancements may fluctuate based on final design.
		Design	\$ 40,000.00			
		Engineering	\$ 40,000.00			
		Construction	\$ 400,000.00			
		TOTAL	\$ 485,000.00			
2k	Streetscape: Lester Ave	Traffic Study	\$ 5,000.00	GIGP, OPRHP, TAP, NYMS, CSC	3 to 5	Total cost for streetscape enhancements may fluctuate based on final design.
		Design	\$ 150,000.00			
		Engineering	\$ 150,000.00			
		Construction	\$ 1,400,000.00			
		TOTAL	\$ 1,705,000.00			
3	Victory Building Adaptive Reuse	Design	\$ -	ESD, NYMS	0 to 3	
		Engineering	\$ -			
		Construction	\$ 49,000,000.00			
		TOTAL	\$ 49,000,000.00			
4	Commercial Redevelopment	Design	\$ 400,000.00	ESD, NYMS	3 to 5	
		Engineering	\$ 400,000.00			
		Construction	\$ 8,000,000.00			
		TOTAL	\$ 8,800,000.00			
5	Book Depository Building Mixed-Use / Residential Rehabilitation	Design	\$ 400,000.00	ESD, NYMS	3 to 5	This project may require the Village to either acquire the site from a private owner or work collaboratively with the property owner to advance the master plan vision.
		Engineering	\$ 400,000.00			
		Construction	\$ 8,000,000.00			
		TOTAL	\$ 8,800,000.00			
6	Ozalid Road Building Commercial reuse	Design	\$ 400,000.00	ESD, NYMS	3 to 5	This project may require the Village to either acquire the site from a private owner or work collaboratively with the property owner to advance the master plan vision.
		Engineering	\$ 400,000.00			
		Construction	\$ 13,000,000.00			
		TOTAL	\$ 13,800,000.00			
7	Goodwill Theatre Block Redevelopment	Design	\$ -	NYMS	3 to 5	Total estimated project cost is approximately \$24,000,000, with \$4,000,000 raised to date and \$5,000,000 in projected national grants.
		Engineering	\$ -			
		Construction	\$ 15,000,000.00			
		TOTAL	\$ 15,000,000.00			
8	Mixed-use Redevelopment Site	Design	\$ 400,000.00	ESD	3 to 5	This project may require the Village to either acquire the site from a private owner or work collaboratively with the property owner to advance the master plan vision.
		Engineering	\$ 400,000.00			
		Construction	\$ 6,500,000.00			
		TOTAL	\$ 7,300,000.00			
9	42-46 Corliss Avenue	Design	\$ 400,000.00	ESD, NYMS	3 to 5	This project may require the Village to either acquire the site from a private owner or work collaboratively with the property owner to advance the master plan vision.
		Engineering	\$ 400,000.00			
		Construction	\$ 15,000,000.00			
		TOTAL	\$ 15,800,000.00			

#	Name	Phase	Anticipated Costs (all costs shown in 2017 dollars)	Potential Funding Resource	Time Frame in Years	Notes
10	Multi-Family Senior Housing	Design	\$ 400,000.00	TBD	3 to 5	This project may require the Village to either acquire the site from a private owner or work collaboratively with the property owner to advance the master plan vision.
		Engineering	\$ 400,000.00			
		Construction	\$ 21,000,000.00			
		TOTAL	\$ 21,800,000.00			
11a	New Parking Garage - Main Street between Harrison Street and Baldwin Street	Design	\$ -	ESD	3 to 5	3 story parking garage with +/- 213 parking spaces (+/- \$6.4 Million). 3 story (96,000 SF) mixed-use wrap around development (+/- \$20 Million). Costs may vary based on footprint.
		Engineering	\$ -			
		Construction	\$ 26,400,000.00			
		TOTAL	\$ 26,400,000.00			
11b	New Parking Garage - Lot bound by Park Place, Corliss Avenue and Hudson Street	Design	\$ -	ESD	3 to 5	3 story parking garage with +/- 288 parking spaces. Costs may vary based on footprint.
		Engineering	\$ -			
		Construction	\$ 8,600,000.00			
		TOTAL	\$ 8,600,000.00			
Projects 12-17 on the Master Plan represent recent and ongoing projects						
18	(1) Trailhead	Traffic Study	\$ 5,000.00	GIGP, OPRHP, TAP	0 to 3	These estimates reflect the average cost per individual trailhead. Since the master plan calls for 2 trailheads, total costs would increase to \$370,000 . These projects may require the Village to either acquire the site from a private owner or obtain an easement with the property owner to advance the master plan vision.
		Design	\$ 50,000.00			
		Engineering	\$ 50,000.00			
		Construction	\$ 80,000.00			
		TOTAL	\$ 185,000.00			
19	Jennison Park Improvements	Design	\$ 50,000.00	GIGP, OPRHP	0 to 3	N/A
		Engineering	\$ 50,000.00			
		Construction	\$ 850,000.00			
		TOTAL	\$ 950,000.00			
20	CFJ Park Improvements	Design	\$ 250,000.00	GIGP, OPRHP	0 to 3	N/A
		Engineering	\$ 250,000.00			
		Construction	\$ 2,000,000.00			
		TOTAL	\$ 2,500,000.00			
21	Future Multi-Use Trail	Design	\$ 150,000.00	GIGP, OPRHP, TAP,CSC	0 to 3	These projects may require the Village to either acquire the corridor from a private owner or obtain an easement with the property owner to advance the master plan vision.
		Engineering	\$ 150,000.00			
		Construction	\$ 900,000.00			
		TOTAL	\$ 1,200,000.00			

Next Steps

Moving forward, successful implementation of the Johnson City iDistrict Revitalization Strategy involves leveraging public and private partnerships, securing grants and private investment, gaining and maintaining public interest and support, and revisiting and revising the plan as necessary. Whether implemented in whole or in part, the recommendations and projects included in this Plan would serve to revitalize downtown Johnson

City by improving its physical appearance and identity, spurring economic development and investment, attracting businesses, residents, and visitors, and improving quality of life.

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