



Robert E. Antonacci II, CPA
Comptroller

COUNTY OF ONONDAGA

Office of the
County Comptroller

John H. Mulroy Civic Center, 14th Floor
421 Montgomery Street
Syracuse, New York 13202-2998
(315) 435-2130 • Fax (315) 435-2250
www.ongov.net

James V. Maturo
Deputy Comptroller/Accounting

Philip M. Britt
Deputy Comptroller/Audit

October 30, 2012

Peter Casper
Acting General Manager
The Oncenter
800 South State Street
Syracuse, New York 13202

Dear Mr. Casper:

As you know, my office has undertaken a review of the parking agreement between Oncenter and the Galleries.

While it is evident the Galleries are in compliance with the payment terms and there is no outstanding balance, it is our opinion the rate being charged is substantially below market and future agreements should include a recognition of an appropriate rate for parking at the indoor garage and open lot.

We thank you for your cooperation in reviewing this matter and look forward to discussing the overall parking strategy at the Oncenter in the near future.

Sincerely,

A handwritten signature in black ink that reads "Robert E. Antonacci II CPA".

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The Honorable County Executive
The Honorable Mayor of Syracuse
The Honorable Chair of the County Legislature
The Honorable Chair of the Ways and Means Committee
The Chief Fiscal Officer
The Acting General Manager of Oncenter Corporation
The Clerk of the County Legislature
The Commissioner of Facilities Management

The Onondaga County Convention Center/War Memorial Complex Management Corporation (Oncenter) entered into a parking agreement with the Onondaga Galleries Limited Liability Company (Galleries) which in our opinion is substantially below market.


While our audit confirmed compliance with the agreement and payments being made as required, the amount being paid by the Galleries is substantially below any fee being charged for parking to other customers including but not limited to our own employees.

I have called upon the Oncenter to not renew this agreement and to charge an appropriate parking fee commensurate with the rates being charged by the City of Syracuse and other established parking lots.

There is a cost to maintaining and running these facilities, and giving away a revenue stream of this magnitude hurts the overall operations of the Oncenter.

With regard to the parking garage, the County of Onondaga and the City of Syracuse are partners in this endeavor and it is important we protect the interest of the City in this garage.

Sincerely,


Robert E. Antonacci II, CPA

Audit Memorandum

Parking Agreement by and between Onondaga County Convention Center/War Memorial Complex Management Corporation (Oncenter) and The Onondaga Galleries Limited Liability Company (Galleries)

Introduction

The Office of Onondaga County Comptroller's Audit Division previously audited Oncenter parking and issued a report thereon in July 2009.

As the Audit Division monitors Oncenter operations and receives a daily schedule of its activities, from time to time certain questions arise which require additional information. Further inquiry was deemed necessary into a reference on the schedule, to the Galleries. The Audit Division was advised the reference involved a certain parking agreement between the Oncenter and the Galleries (Appendix A).

At approximately the same time, the Post Standard issued an article about parking issues between the Galleries and the City of Syracuse (October 17, 2012). The City of Syracuse and the County of Onondaga have an established relationship involving the Oncenter Parking Garage, pursuant to Contract number 51292, Appendix 4 of the original Management Agreement, as noted in our previous audit.

Purpose

In light of the parking dispute between the City of Syracuse and the Galleries, the purpose of our inquiry was to review the Oncenter's parking agreement with the Galleries and verify compliance with the terms and conditions of the agreement.

Procedure

The Parking Agreement between the Oncenter and Galleries was obtained from management and reviewed. Further inquiry from the Audit Division included interviews and evaluation of accounting and payment records. Subsequent procedures included reviewing public records involving parking rates in downtown Syracuse and inquiry of Oncenter management as to rates charged other users of the parking facilities. An analysis of current and potential revenues was completed to further evaluate the situation.

Summary of Audit Findings

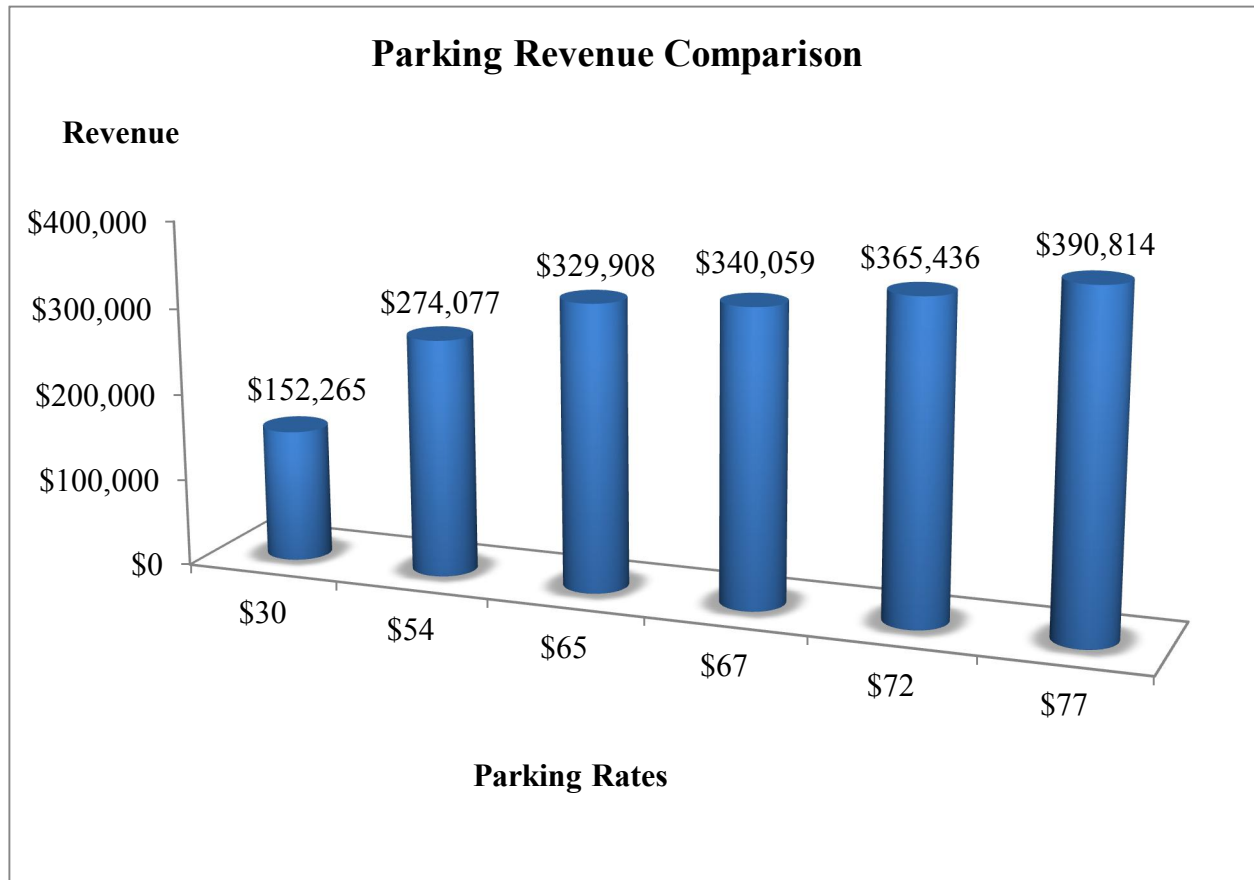
The Audit Division noted Oncenter management records and statements indicate the Galleries are paying the parking fees as required.

1. Following analysis of payment records it was discovered the number of spots being paid for is not always in compliance with the agreement, which states "In no event shall the total number of Licensed Spaces exceed Two Hundred Fifty (250)". Out of the two years tested, there were six months in which the amount of parking spaces paid for exceeded 250 by a range from at least 40 to as much as 140.

Recommendation

The Audit Division recommends the Oncenter enforce the agreement in an effort to maximize revenues and increase the monthly fee for any spaces required over the contracted maximum.

2. While comparing the rate charged to the Galleries with rates at other downtown venues, it was noted the Galleries rate is substantially below market rate and lower than what is being charged all other customers at the Oncenter. (See Appendix B) To narrow the analysis, the Audit Division compared revenues collected via the Galleries contract at their stated monthly rate of \$30 per space with the potential revenue if the Galleries were charged the same rates as other customers. This analysis is illustrated in the graph and table below:



Variance in revenue when compared to other rates:

Monthly Rate	\$30	\$54	\$65	\$67	\$72	\$77
Revenue Variance	\$0	\$121,812	\$177,643	\$187,794	\$213,171	\$238,549

Recommendation

The Audit Division recommends the Oncenter renew this agreement at a rate closer to that being charged by the City of Syracuse and other established parking lots, as the cost of up keep and management of the parking facilities are substantial.

Conclusion

After evaluation of the above mentioned agreement, the Audit Division issued two associated recommendations which we believe will help to ensure the continued financial viability of the Oncenter operation.

Appendix A

PARKING AGREEMENT

This **PARKING AGREEMENT** (the "**Agreement**") is made this ___ day of November by and between **ONONDAGA COUNTY CONVENTION CENTER/WAR MEMORIAL COMPLEX MANAGEMENT CORPORATION**, a New York not-for-profit corporation with an address at 800 South State Street, Syracuse, New York 13202 ("**Licensor**"); and **THE ONONDAGA GALLERIES LIMITED LIABILITY COMPANY**, a New York limited liability company with an address at 400 Andrews Street, Suite 500, Rochester, New York 14604 ("**Licensee**").

RECITALS:

WHEREAS, Licensor is the owner of a parking garage located at 817-825 South State Street, Syracuse, New York 13202 (the "**Garage**") and an open parking lot located at 400 Harrison Street, Syracuse, New York 13202 (the "**Open Lot**");

WHEREAS, Licensee desires to license parking spaces from Licensor in the Garage and/or the Open Lot for use by designated employees of Licensee's tenants; and

WHEREAS, Licensor desires to license such parking spaces to Licensee for use by designated employees of Licensee's tenants, pursuant to the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee a non-exclusive license to use the following parking spaces (the "**Licensed Spaces**"): (a) One Hundred (100) parking spaces in the Garage; and (b) up to One Hundred Fifty (150) parking spaces in the Open Lot. In no event shall the total number of Licensed Spaces exceed Two Hundred Fifty (250). On or before the twentieth (20th) day of each month, Licensee shall notify Licensor of the total number of Licensed Spaces required in the Open Lot for the next succeeding month.

2. **Access.** Licensor shall provide the Licensee's Permitted Users (as defined below) with reasonable access to the Licensed Spaces in the Garage and Open Lot (as applicable), including means of ingress and egress. Licensor shall provide the Permitted Users with (a) electronic access cards, in the case of the Garage; and (b) paper parking permits, in the case of the Open Lot. Access to the Licensed Spaces in the Garage shall be available from 6 a.m. to 11 p.m., seven days per week. Access to the Licensed Spaces in the Open Lot shall be available 24 hours per day, seven days per week. Licensee shall be responsible for replacement of any lost or damaged electronic pass cards provided to Permitted Users in accordance with this Agreement at \$10.00 per card.

3. **Non-Exclusive.** The license granted pursuant to this Agreement is non-exclusive. Licensor reserves the right to grant, renew or extend similar licenses to others. Except for

handicapped parking, the Licensor does not guarantee the use of specific or assigned parking spaces. Use of the Licensed Spaces within the Garage and the Open Lot shall be on a "first come, first served" basis.

4. **Restrictions on Use of Spaces.**

(a) Permitted Users. The Licensed Spaces shall be used solely by designated employees of Licensee's tenants (collectively, the "**Permitted Users**"). All Permitted Users shall be duly licensed to operate a motor vehicle in the State of New York or other jurisdiction. Upon execution of this Agreement, Licensee shall provide Licensor with an accurate list of all Permitted Users, including such Permitted Users' names, employer, and vehicle license plate numbers. Licensee shall notify Licensor of any change to the Permitted Users within ten (10) days of such change. Licensee shall identify any Permitted Users who require handicapped parking.

(b) Permitted Vehicles. All vehicles parked in the Licensed Spaces shall be duly inspected and registered passenger vehicles or light trucks. All vehicles must fit within marked spaces.

(c) Insurance. All vehicles shall carry automobile liability insurance coverage in amounts required by applicable law.

(d) Safety. All vehicles shall be operated in a safe and courteous manner, in accordance with applicable law and all safety signs or instructions, including posted speed limited, posted in the Garage or Open Lot.

(e) Loss or Damage to Property. Licensor shall not be responsible for loss, theft of or damage to any Permitted User's vehicle or other personal property.

5. **Condition of Property; Maintenance.**

(a) Condition of Property. Licensor represents and warrants that the Garage and Open Lot are in good condition, suitable for parking passenger vehicles and light trucks.

(b) Maintenance. Licensor shall maintain the Garage and the Open Lot in good condition throughout the term of this Agreement. Licensor shall be responsible for ordinary maintenance to the Garage and Open Lot and all common areas, including snow removal.

6. **License Fee; Payment.**

(a) License Fee. Licensee shall pay to Licensor a fixed monthly license fee of Thirty Dollars and 00/100 (\$30.00) per Licensed Space per month, based upon the total number of Licensed Spaces to be used during the next succeeding month (the "**License Fee**").

(b) Payment. The License Fee shall be due and payable in advance on the twentieth (20th) day of each month. Payment received after the first day of the next succeeding month shall incur a late charge of one and a half percent (1.5%).

7. Term; Termination.

(a) Term. The license granted pursuant to this Agreement shall commence on December 1, 2010 and expire on November 30, 2011.

(b) Termination for Convenience. Either party may terminate this Agreement, with or without cause, upon ninety(90) days prior written notice to the other party.

(c) Termination upon Breach. A party may terminate this Agreement upon the giving of written notice of termination to the other party effective upon the occurrence of any of the following events: (i) a party becomes insolvent, takes any action toward declaring bankruptcy, declares bankruptcy or dissolves; (ii) the improper or otherwise unauthorized use of the Licensed Spaces; or (iii) the breach of any material term by a party under this Agreement.

(d) Effect of Termination. Upon termination of this Agreement, the rights and obligations of the parties hereto shall terminate, except to the extent that such termination shall not relieve any party of any liability resulting from its breach of duties under this Agreement prior to such termination.

8. Indemnification. The Licensee agrees to indemnify and hold Licensor, its members, managers, officers, agents, and employees harmless from and against any and all claims, damages, losses, demands, liabilities and actions or causes of action, including any and all cost or expense of any kind or nature related thereto (including court costs and reasonable attorneys' fees) (collectively, "**Claims**") including Claims resulting from (i) bodily injury, death or damage to property of any person to the extent arising out of or caused by the negligent or prohibited acts or omissions of the Licensee or any Permitted User; or (ii) breach of the Licensee's obligations hereunder.

9. Notices. Every notice required or permitted hereunder shall be in writing and shall be deemed to have been duly given three (3) business days after mailed by certified or registered mail, returned receipt requested, to the party's address set forth in the introductory paragraph of the Agreement. Either party may change its address for the purpose of notice hereunder by providing the other party with notice of the new address.

10. Miscellaneous.

(a) Surviving Provisions. Upon the expiration or termination of this Agreement for any reason, all confidentiality, non-disclosure and indemnification provisions herein shall remain in full force and effect.

(b) Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

(c) Incorporation by Reference. Every exhibit, schedule and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

(d) Entire Agreement. This Agreement sets forth the entire agreement between parties with respect to subject matter hereof and supersedes all prior or contemporaneous agreements and understandings between the parties, whether oral or written. This Agreement cannot be changed, extended or modified except by a writing signed by both of the parties hereto.

(e) Amendment. No amendment, modification, change, waiver or discharge of any provision of this Agreement, or any addition hereto, shall be effective unless the same is in writing and is signed or otherwise assented to in writing by an authorized individual on behalf of each party, and unless such writing specifically states that the same constitutes such an amendment, modification, change, waiver or discharge of one or more provisions of this Agreement or any addition hereto.

(f) Non-Waiver of Future Default. No delay or omission on the part of any party in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement. No waiver by either party of any default by the other party in the performance of any of the provisions of this Agreement will operate or be construed as a waiver of any other or future default or defaults, whether of a like or of a different character.

(g) Cumulative Remedies. Unless otherwise specifically provided herein, the rights, powers, and remedies of each of the parties provided herein are cumulative and the exercise of any right, power or remedy hereunder do not affect any other right, power or remedy that may be available to either party hereunder or otherwise at law or in equity.

(h) Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties to this Agreement had signed the same document and all counterparts shall be construed together and constitute one and the same instrument.

(i) No Joint Enterprise. At no time shall Licensor be an agent of Licensee nor shall Licensee be an agent of Licensor. This Agreement shall not create a joint enterprise or create in any respect a partnership between the parties.

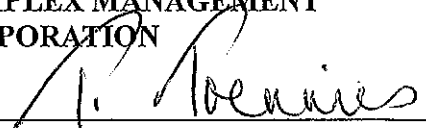
(j) Governing Law. The parties agree that this Agreement shall be governed by the laws of the State of New York without regard to its conflicts of laws rules, and the jurisdiction and venue of any litigation arising out of this Agreement shall be the Federal and State courts sitting in the County of Onondaga, State of New York.

(k) Assignment. This Agreement may not be assigned or sublicensed by Licensee without the prior written consent of Licensor. Any assignment or sublicense in violation of this paragraph shall be null and void and without effect.


(l) Severability. Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction shall not invalidate or impair the remaining provisions of this Agreement which shall be deemed severable from the prohibited or unenforceable provisions and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.

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

**ONONDAGA COUNTY CONVENTION
CENTER/WAR MEMORIAL
COMPLEX MANAGEMENT
CORPORATION**

By: 
Terri Toennies, President & CEO

**THE ONONDAGA GALLERIES
LIMITED LIABILITY COMPANY**

By: 
Steven Webster, manager

Appendix B

From 690-E:
Genesee St.
Exit #12

From 81-S:
Franklin/
West St.
Exit #20

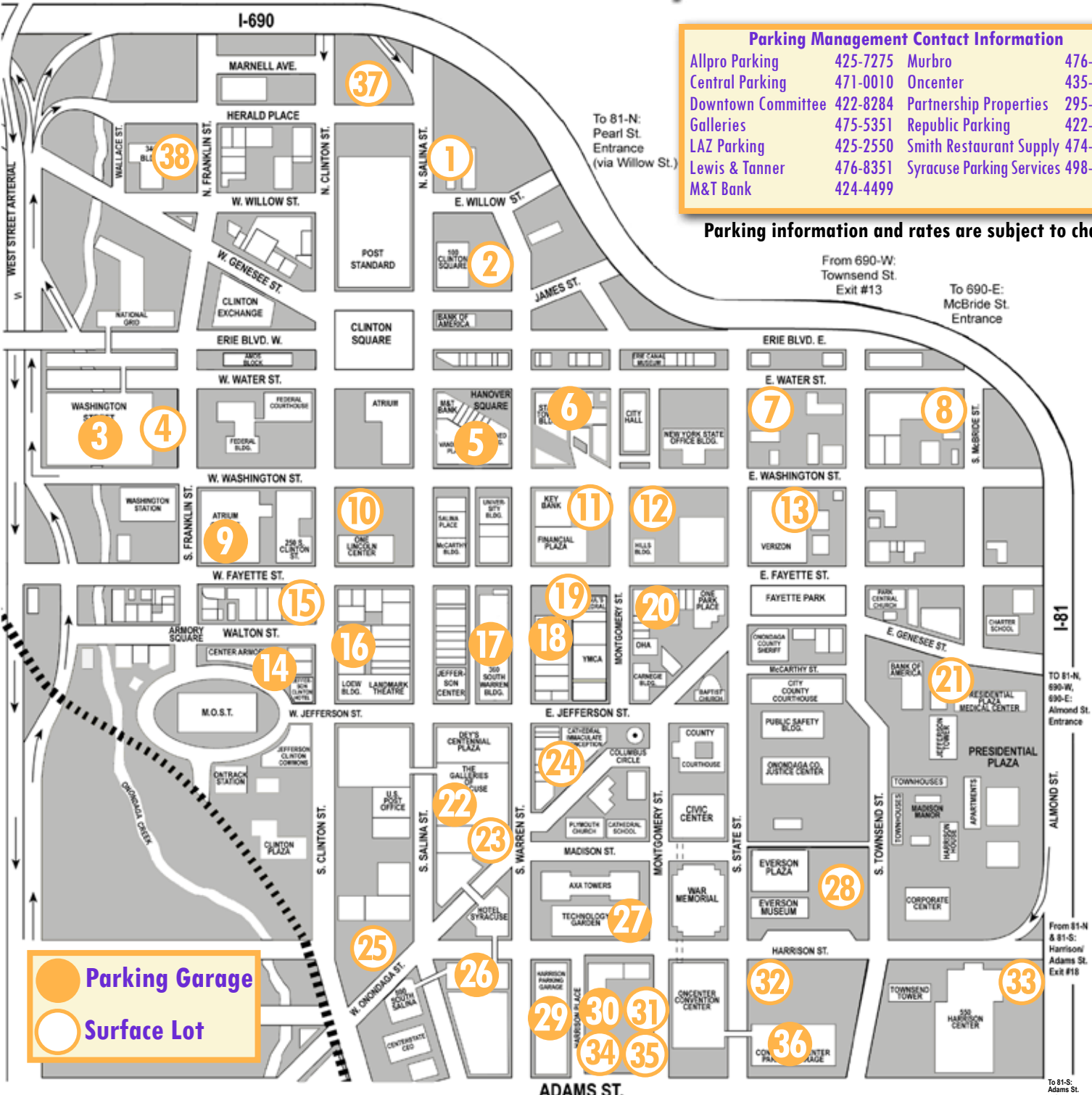
From 81-S:
Salina/
Clinton St.
Exit #19

Downtown Syracuse Public Parking

Parking Management Contact Information

Allpro Parking	425-7275	Murbro	476-9646
Central Parking	471-0010	Oncenter	435-8086
Downtown Committee	422-8284	Partnership Properties	295-0872
Galleries	475-5351	Republic Parking	422-1871
LAZ Parking	425-2550	Smith Restaurant Supply	474-8731
Lewis & Tanner	476-8351	Syracuse Parking Services	498-9081
M&T Bank	424-4499		

Parking information and rates are subject to change.



Parking Garage
 Surface Lot

	NAME	# of SPACES	MANAGEMENT	HOURLY RATES	DAILY RATES	MONTHLY RATES	24-HR?
1	Murbro Lot #21	50	Murbro	--	--	\$55.00	Yes ⁺
2	100 Clinton Sq.	220	Murbro	\$2.00	\$5.00	\$65.00	
3	Washington St. Garage	1,250	Republic Parking	\$.50/.5 hr**	\$6.50	\$75.00	
4	Federal Lot	170	Central Parking	--	\$6.00	\$75.00	
5	M&T Bank Parking Center	520	M&T Bank	\$1.60	\$5.35	\$85.00	
6	State Tower Garage	109	Murbro	\$3.00	\$7.00	\$100.00	Yes ⁺
7	State/Washington/Water Lot	260	Murbro	\$3.00	\$6.00	\$70.00	Yes ⁺
8	Smith Lot	75	Smith Restaurant Supply	--	--	\$44.00	
9	Atrium Garage	800	Partnership Properties	\$3.00	\$7.00	\$80-100	Yes
10	City Lot #21	70	Metered	--	--	--	
11	Key Bank Lot	100	Murbro	\$3.00	\$7.50	\$85.00	Yes ⁺
12	City Hall Lot	80	Murbro	\$3.00	\$6.00	\$85.00	Yes ⁺
13	Lewis & Tanner Lot	20	Lewis & Tanner	--	--	\$65.00	
14	Center Armory Garage	104	LAZ Parking	\$.50/.5 hr**	\$6.50	\$75.00	Yes ⁺
15	Clinton-Fayette Lot	77	Murbro	\$3.00	\$7.00	\$83.00	
16	Clinton Street Garage	280	Partnership Properties	\$3.00	\$7.00	\$80-90	Yes
17	Onondaga Tower Garage	375	LAZ Parking	\$.50/.5 hr**	\$6.50	\$75.00	
18	Warren Parking Garage	425	Allpro Parking	\$2.00	\$6.00	\$65.00	
19	206 East Fayette Lot #13	50	Murbro	\$3.00	\$7.50	\$85.00	Yes ⁺
20	Fayette Street Garage	575	LAZ Parking	\$.50/.5 hr**	\$6.50	\$75-85	Yes ⁺
21	Presidential Plaza Lot	300	Syracuse Parking Services	\$1.75	\$8.00	--	
22	Galleries Garage	175	Galleries	\$1.50	\$7.00	--	
23	Galleries Lot	80	Galleries	\$3.00	\$7.00	--	
24	Raymour Lot	23		--	--	\$85.00	
25	Murbro Lot #11	200	Murbro	\$2.50	\$6.00	\$50.00	
26	Hotel Syracuse Garage	560	Central Parking	--	\$5.00	\$64.20-75	Yes ⁺
27	AXA Garage	550	Republic Parking	\$.50/.5 hr**	\$6.50	\$75.00	
28	Murbro Lot "B"	100	Murbro	--	\$6.00	\$65.00	Yes
29	Harrison Street Garage	1,345	LAZ Parking	\$.50/.5 hr**	\$6.50	\$75-85	Yes
30	Syracuse Building Garage	140	Murbro	\$3.00	\$6.00	\$85.00	
31	Murbro Lot #2	100	Murbro	--	\$6.00	\$73.00	Yes
32	Convention Center Lot	285	Oncenter	--	\$6-8	--	
33	Harrison Center	100	Syracuse Parking Services	\$1.75	--	--	
34	Murbro Lot #1	100	Murbro	\$3.00	\$6.00	\$68.00	Yes
35	Syracuse Building Lot	60	Murbro	--	\$6.00	\$75.00	
36	Convention Center Garage	1,000	Oncenter	\$2.00	\$5-6.50	\$77.00	
37	One Herald Place Lot*	98	Downtown Committee	--	\$5.00	\$60.00	
38	National Grid Lot*	200	Downtown Committee	--	\$4-5.00	--	

*Lots open for events only

**Rates escalate after 2 hours

⁺Residents only

To 81-S:
Adams St.
entrance

Short-Term Garage Parking

The AXA, Center Armory, Fayette Street, Harrison, Onondaga Tower & Washington Street garages offer special short-term parking rates.

(See parking map on opposite brochure side for garage locations.)

Rates: \$.50/30 min. (2 hour maximum)

After 2 hours, normal garage rates apply.

Overnight Parking

On-street parking is prohibited in the Central Business District between 12am-7am. Some garages and lots in downtown Syracuse offer overnight parking for downtown residents. Check list on back for access information.

Monthly Parking

Most garages and lots in downtown Syracuse offer monthly parking permits. Please see the list on back for rates.

Event Parking

In addition to public lots and garages, the Walton, National Grid and One Herald Place lots are available for special event parking. (See parking map on opposite brochure side for lot locations.)

For a calendar of downtown Syracuse events, go to www.downtown.visitsyracuse.org

Bus Information

Centro

Public Transportation

For schedule, fares & route information, www.centro.org or 315-442-3400

For information about Call-A-Bus (curb-to-curb service for people with disabilities), www.centro.org/callabus.aspx or 315-442-3434

Connective Corridor

Free shuttle bus to Syracuse University's campuses, SUNY College of Environmental Science and Forestry & downtown Syracuse

For schedule & route information, www.connectivecorridor.syr.edu

On-Street Parking

Rates: \$1.25/hour (2 hour maximum)

Paystations accept credit cards, dollar coins, quarters, dimes & nickels (Quarter=12 min., dime=5 min., nickel=2.5 min.)

To use the paystation:

- Insert money & press blue button to select desired times
- Push green button to print ticket
- Display ticket **face up** on dashboard



Reverse Diagonal Parking

Some on-street parking spaces in downtown Syracuse are reverse diagonal spots. Drivers must back in to these spot. Follow directions on the sign for this type of parking.

If a paystation is out of order:

- Call the Parking Violation Bureau at 315-479-5300 & use the next nearest paystation
- If your credit card gets stuck in the machine, stay with machine (your credit card should cycle out within a few minutes) & call Department of Public Works at 315-448-2489 or Parking Violations Bureau at 315-479-5300

Parking is enforced 9am-6pm Mon.-Sat.

If you get a ticket:

- For questions or to schedule a hearing, call 315-479-5300
- To pay online, go to www.municipal-payments.com (small convenience fee)
- To pay in person, go to:
City of Syracuse Parking Violations Bureau
City Hall, Room 116
233 E. Washington St.
Syracuse, NY 13202
- To pay by mail, send payment to:
City of Syracuse
PO Box 5211
Dept. 116016
Binghamton, NY 13902-5211

There is free on-street parking on the following holidays:

New Year's Day, MLK Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Black Friday, Christmas Day

Just Ask Us for Help!

If you need assistance when you are in downtown Syracuse, seek the Downtown Committee's Ambassadors. You'll see them throughout downtown wearing bright red uniforms. They can provide you directions, brochures and information. Ambassadors patrol Monday-Friday 8:30am-5pm and weekends during festivals.

For additional assistance, call the Downtown Committee's non-emergency security number, (315)423-HELP. The Downtown Committee's Security staff also patrols downtown Syracuse Monday-Friday 9am-5pm and weekends during festivals.

Visit our Downtown Security & Information Center at 440 South Warren Street.

For additional information about downtown Syracuse, including real estate, shopping, dining & entertainment options, go to www.downtownsyracuse.com, call 315-422-8284 or email mail@downtownsyracuse.com.

Parking Information Provided By:



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Downtown Committee of Syracuse, Inc.
572 South Salina Street
Syracuse, NY 13202
(315)422-8284
www.downtownsyracuse.com
www.facebook.com/downtownsyracuse
www.twitter.com/downtownSYR
Updated 7/2012

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