

Agenda Item #1

RE: City Council Agenda Item:

Tract I and Tract II

Extension of Remediation and Development Dates

Council Members:

In 2012, the City transferred Tract I and Tract II, consisting of 23± acres, to Brightfields Corporations. DEC-approved remediation of the sites has progressed. The transfer agreement called for completion of the work and a final engineering report to be submitted by October 31, 2013. In September of 2013, the City Council extended the date for completion of the remediation work to March 17, 2014. The extension was requested to accommodate additional work which became necessary.

An additional extension has been requested to complete the additional work on the site. Since the work is progressing under DEC monitoring, the extension should be granted. The extended date is for completion of the remediation is on or before November 1, 2014. If DEC approves a different date, the City will adopt the DEC approved date without further Council action.

Within 18 months of completion of remediation, Brightfields will construct playground improvements costing a minimum of \$250,000.00 on five acres of the Tract II property. That land will be conveyed back to the City to become a City Park. This park will replace the Center Court playground which became part of the HOPE VI housing development. Within 24 months of completion of the remediation, Brightfields will complete on Tract I or Tract II at least one aspect of the proposed development at a cost, exclusive of remediation, of at least \$1.5 Million.

Will the Council vote to approve the extended dates as set forth herein, with a remediation completion date of no later than November 1, 2014, which will also extend the park completion date to no later than May 1, 2016 and development completion date to no later than November 1, 2016, and to authorize the Mayor to execute any documents necessary to effectuate the same?

SUBJECT: LETTER OF AWARD - 2014 SIDEWALK REPLACEMENTS AT VARIOUS LOCATIONS

The following is the result of bids received on March 13, 2014, for the above referenced project:

<u>CONTRACTOR</u>	<u>BASE BID</u>
Ventry Concrete Contracting	\$418,950.00
1890 Pierce Avenue	
Niagara Falls NY 14301	
Yarussi Construction, Inc.	\$439,000.00
Roman Construction Development	\$527,325.00

It is the recommendation of the undersigned that this contract be awarded to the low bidder, Ventry Concrete Contracting in the amount of \$418,950.00. Please note that this amount is funded by a combination of both CHIPS (\$200,000.00) and Casino Revenue (\$218,950.00) sources. Funding is available in codes A5110.0200.0300.000 and H0621.2006.0621.0300.000 respectively.

Additionally, the Contractor has agreed to extend the unit prices of his bid to complete sidewalk replacements for the Niagara Falls Water Board, up to a not-to-exceed amount of \$20,000.00, pending the execution of a standard inter-agency agreement between the City and the Niagara Falls Water Board. Therefore, the City of Niagara Falls will enter into a contract with Ventry Concrete Construction, Inc. for a total of 438,950.00 at this time.

Will the Council vote to so approve and authorize the Mayor to execute a contract for the City of Niagara Falls portion of this work, in a form acceptable to the Corporation Counsel?

Agenda Item #3

SUBJECT: PIN 5757.09 LOCKPORT STREET

From Main Street to Seneca Avenue

CHANGE ORDER #2

The City of Niagara Falls entered into an agreement with Urban Engineers of New York, P.C., 403 Main Street, Suite 530 Buffalo, NY, for design work for reconstruction of Lockport Street. The work was progressed by Urban to the final Design Report and we have been waiting for funding to be released. The State of New York through budget cuts downgraded the funding from a reconstruction project to a preservation project. Construction funds are now budgeted for 2016, but will be un-accessible unless the City revises the initial Design Report to match the new scope of work.

At this time, the City will extend the existing professional service agreement with Urban Engineers in the amount of \$1,000.00 to provide a new preliminary review that will allow a new proposal to be submitted to the New York State Department of Transportation.

Funding is available in code HO633.2006.0633.0453.000. Please note that all new work is Federal eligible at the 80% and State matching Marchiselli funds at 15% reimbursable with funds remaining in our original agreement with the State of New York.

Therefore, it is the recommendation of the undersigned that Change Order #2 in the amount of \$1,000.00 be approved.

Will the council vote to so approve?

Agenda Item #4

RE: Carnegie Building, 1022 Main Street, Elevator Repairs

The Carnegie Building elevator sump pump is in need of replacement. A quote in the amount of \$880.00 has been obtained from DCB elevator to replace and install the sump pump. There are other necessary elevator repair items that need to be made; however, we are waiting until the Carnegie roof is replaced to address those issues.

Funds are available in casino revenue interest to cover the sump pump/installation expense. If this item is not addressed, further elevator damage and expense will most likely occur.

Will the Council vote to approve the allocation of \$880.00 in casino revenue interest to allow DCB Elevator to furnish and install a sump pump in the Carnegie elevator?

Funding is Available in Line: A.1620.2330.0419.006

Agenda Item #5

SUBJECT: PIN 5045.24 – LEWISTON ROAD RECONSTRUCTION

CHANGE ORDER #7 AND FINAL - \$708,821.00

PROFESSIONAL SERVICES AGREEMENT, WENDEL-DUCHSCHERER, INC.

A contract for the above-referenced project was awarded to Wendel-Duchscherer, Inc. on October 1, 2001 for design related tasks associated with the creation of the Lewiston Road Reconstruction Project for an initial design contract total of \$1,395,000.00. This amount was later increased to accommodate the performance of construction inspection and contract administration tasks required throughout the construction phase of project; eventually reaching our current total of \$3,996,715.45, on October 1, 2012.

Subsequent to the project's work stoppage and issues with the City's original contractor, it was determined that the City would pursue the option of rebidding the substantial remainder of the construction project. In doing so, several tasks not originally included in the project's scope were required of, and performed by, the consultant to effectively adjust the construction documents, rebid the project and administer/inspect the remaining construction project to its eventual successful conclusion. Also included in these additional services were litigation-related tasks performed on the City's behalf as the legal proceedings against the original contractor continue onward. The cost associated with these extra tasks is \$708,821.00, bringing the final professional services agreement total for this project to \$4,705,536.45.

It is important to note that a substantial portion (\$470,000.00) of this change order request is 95% reimbursable by the New York State Department of Transportation via a pending supplemental agreement. Additionally, any remaining costs (\$238,821.00) can and will be added as a damage claim against the original contractor as ongoing litigation continues. Funding is available in code: H0421.2001.0421.0453.000

Will the Council vote to approve and authorize the Mayor to execute a change order in a form acceptable to the Corporation Counsel?

SUBJECT: LETTER OF AWARD – NEW PARKING LOT AT GRIFFON PARK BOAT LAUNCH

The following is the result of bids received on March 24, 2014, for the above referenced project:

<u>CONTRACTOR</u>	<u>BASE BID</u>
Louis DelPrince & Sons, Inc.	\$332,700.00
580 Cayuga Road	
Cheektowaga NY14225	
 NFP & Sons, Inc.	\$337,268.85
American Paving & Excavating, Inc.	\$344,268.30
Yarussi Construction	\$363,806.50
Hydrolawn of Buffalo, Inc.	\$376,593.70
Scott Lawn Yard, Inc.	\$380,013.00
NewCal Construction, Inc.	\$406,186.34
Accadia Site Contracting, Inc.	\$425,474.00

It is the recommendation of the undersigned that this contract be awarded to the low bidder, Louis DelPrince & Sons, Inc. in the amount of \$332,700.00. Funding is available by a combination of code H1213.2012.1213.0449.599 and Greenway funding sources.

Will the Council vote to so approve and authorize the Mayor to execute a contract in a form acceptable to the Corporation Counsel?

Agenda Item #7

RE: Repairs to floor at Firehouse on 10th Street

Council Members:

The Fire Chief advises that it is necessary to perform certain repairs on the damaged floor at the 10th Street Fire hall. It is estimated that the cost to perform these repairs is \$9,500.00 which includes saw cutting and removal, installation of a new drain, stone as required, form work and reinforcement, expansion joint material and new concrete. The entire floor will be cleaned and sealed. Funding is included in the NFFD's Capital Budget. Casino revenues is the source of funding.

Will the Council so approve?

Agenda Item #8

RE: Niagara Falls Police Department (“NFPD”) Safe Neighborhood Active Patrols (S.N.A.P)

Council Members:

The Superintendent of Police is requesting that the sum of \$135,450.00 be made available to implement the S.N.A.P program. Attached hereto is a copy of a description of the initiative, including goals, objectives, locations, hours and dates. There is also a budget summary.

Funding is available from casino revenues.

Will the Council so approve?

2014 - Safe Neighborhood Active Patrols (S.N.A.P)

Goals:

1. Reduce the fear of crime in targeted city neighborhoods and local business districts through higher visibility police presence.
2. Implement “Safe Shopping” days and provide child safety seat inspections and or distribution as resources and need determine.
3. Address “Quality of Life” crimes/issues like drugs, prostitution, and youth violent crime by utilizing plain clothes unmarked patrols when needed.
4. Make officers available for Community Policing assignments like Community Sponsored events, Concerts and Festivals as determined by the Superintendent of Police.

Objectives:

1. Continue “Walking” Police Officers
2. Utilize walking and bicycle patrols in designated neighborhoods and local business districts to increase police visibility and police presence.
3. Assign officers to designated “Safe Shopping” locations utilizing the Police Command Center, bicycle patrol and Child Safety Seat inspectors.
4. Assign plain clothes detectives / officers to address quality of life issues.
5. Assign officers to community events as needed.

Locations:

To be determined through statistical analysis and crime mapping, community/citizen complaints, and NFPD Field Intelligence. Districts covered in

past initiatives included Pine Avenue, Main Street, Niagara Street, Hyde Park Blvd., Niagara Falls Blvd. and the Downtown Casino area to include Third Street and Falls Street.

Hours:

Will vary depending on crime statistics and gathered intelligence.

Dates: Target Starting Date: April 15, 2014

Target End Date: December 31, 2014

SNAP BUDGET

#	Personnel	Total Costs	Grant Funds Requested
1	<u>Police Officer OT</u> {1600 hrs x \$45 per hr OT rate}	\$72,000	\$72,000
<u>Justification:</u> Will cover the cost of NFPD Police Officers overtime to implement the S.N.A.P. initiative to include all walking, bicycle and plain clothes patrols during the designated time period. The Number of officers will vary depending on type of assignments and need. Objectives 1 and 4			
2	<u>Detective / Plain Clothes OT</u> {320 hrs x \$45 per hr OT rate}	\$14,400	\$14,400
<u>Justification:</u> Will cover the costs of NFPD Detective OT to address neighborhood "Quality of Life" crimes. Objective 3			
3	<u>Safe Shopping Events</u> {302 hrs x \$45 per hr OT rate}	\$13,590	\$13,590
<u>Justification:</u> Will cover the costs associated with scheduled "Safe Shopping" events and accompanying Child Safety Seat inspections and distribution. Objective 2			

Funds Requested: **\$100,000**

Plus FICA and Penision Cost **\$ 35,450**

Total Funds Requested: **\$135,450**

Agenda Item #9

RE: Equipment for Niagara Falls Police Department (“NFPD”)

Traffic Enforcement/Commutations

Council Members:

The Police Superintendent is requesting that the sum of \$105,300.00 be made available to the department to purchase certain equipment to enhance the ability of the Traffic Enforcement/Commurations Division to perform its function. Attached hereto is a copy of a narrative from the Police Superintendent together with an itemized list of the types of equipment he is requesting on behalf of the department. The items specified on this list were included in the 2014 Capital list. The funding for this is casino revenues.

Will the Council so approve?

Capital Project for Police Department

2014

Traffic Enforcement / Commutations

<u>ITEM</u>	<u>PRICE</u>
TOTAL STATION	70,000.00
EXTRA BATTERY	500.00
EASY UP TENT	300.00
DATA RECORDER	5000.00
ARAS 360 Diagram system	4500.00
Eventide radio / phone recorder	13000.00
CASH MANAGEMENT CAMERA'S	3500.00
NIGHT STICK PRO	500.00
Speed Trailer	8000.00
TOTAL	105300.00



Fw: Police Capital Budget
Craig Johnson to: Susan Knotts

03/18/2014 01:48 PM

pp all

----- Forwarded by Craig Johnson/LAW/NiagaraFalls on 03/18/2014 01:49 PM -----

From: Bryan Dalporto/NFPD/NiagaraFalls
To: Craig Johnson/LAW/NiagaraFalls@NiagaraFalls,
Cc: Donna Owens/ADM/NiagaraFalls@NiagaraFalls, Paul Dyster/ADM/NiagaraFalls@NiagaraFalls,
Maria Brown/FIN/NiagaraFalls@NiagaraFalls, Charles
Walker/COUNCIL/NiagaraFalls@NiagaraFalls, Kristen
Grandinetti/COUNCIL/NiagaraFalls@NiagaraFalls, Andrew P
Touma/COUNCIL/NiagaraFalls@NiagaraFalls, Glenn
Choolokian/Council/NiagaraFalls@NiagaraFalls, Robert
Anderson/COUNCIL/NiagaraFalls@NiagaraFalls
Date: 03/18/2014 12:50 PM
Subject: Police Capital Budget

Craig,

I have attached a item that if they Mayor or CA have no objection, I would like them placed on the next agenda. It is the part of the approved 2014 Police Capital Budget line. All these items are considered a priority to the department at this time.

Total Station - used for Accident Reconstruction. Our current system is outdate and does not work properly. In addition to citizen accidents, we use it for City Vehicle Accidents, often relieving the city from liability. We also charge insurance companies for the evidence obtained from the "Total Station".

ARAS Diagram System allows officers the ability to diagram vehicle accidents.

Eventide radio recorder is the new "data" system to record 911 calls. We have to have this for court purposes. The current system uses audio tapes, this records on a hard drive device.

Cameras - for Accidents and other crimes

Speed Trailer - will drastically assist the PD in traffic (speed) control especially around schools.

Please let me know if you have questions.



img380.pdf

Bryan DalPorto
Superintendent of Police
716-286-4545 Office

Agenda Item #10

RE: Niagara Falls Fire Department (“NFFD”) Equipment for Fire Administration Building

Council Members:

The Fire Chief is requesting that the sum of \$19,581.00 be made available for the purchase of smart boards for the renovated office at the Fire Administration building. He advises that these smart boards will be an effective tool for planning and training. These smart boards are available through State contract and quotations are attached hereto. Funding is available from casino revenues. These items were included on the NFFD 2014 Capital Budget equipment list. The applicable Capital Code Fund number is H0818.2008.0818.0250.000

Will the Council so approve?



84 Grand Island Boulevard, Tonawanda, NY 14150
Phone: 585-272-2414 Fax: 716-879-8189

To: Thomas Colangelo
Niagara Falls Fire Department

24-Feb-14

RE: Large Conference Room
NYS Contracts - PC64215, 64216

ITEM	QTY	DESCRIPTION	COST
LC-WL100A	1	EIKI Projector	
CMJ455	1	Peerless Ceiling Plate	
PRGS-UNV	1	Peerless Projector Mount	
CP2E	1	Crestron Control System	
ACC1401	4	8" Speaker	
ACC1101	4	Backbox Stack	
SP518-NB	1	Interactive Pen Display with Notebook	
C2G	1	Amplifier	
	1	Calite 130" screen	
PM-300	1	Lecturn	
		Labor/Cabling	
		Delivered Total Cost	\$16,196.00

1. Ronco Terms: 50% due with PO, 40% due upon delivery, 10% due upon acceptance, NET 30
2. Please fax a PO to my attention, 716-879-8189 to proceed with this proposal.
3. Does not include 120V AC Power

Healthcare Account Manager: *Libby Smith*



84 Grand Island Boulevard, Tonawanda, NY 14150
Phone: 585-272-2414 Fax: 716-879-8189

To: Thomas Colangelo
Niagara Falls Fire Department

24-Feb-14

RE: Small Conference Room
NYS Contracts - PC64215, 64216

ITEM	QTY	DESCRIPTION	Cost
55LN541C	1	LG 55" TV	
ST650P	1	Peerless Mount	
AM-100	1	Crestron AirMedia™ Presentation Gateway	
		Labor/Cabling	
		Delivered Total Cost	\$3,385.00

1. Ronco Terms: 50% due with PO, 40% due upon delivery, 10% due upon acceptance, NET 30
2. Please fax a PO to my attention, 716-879-8189 to proceed with this proposal.
3. Does not include 120V AC Power

Healthcare Account Manager: *Libby Smith*

Agenda Item #11

RE: Agreement for Third Party Administrator for Workers' Compensation Claims

Council Members:

Since 2005 the City's Workers' Compensation claims have been handled by the Public Employees Risk Management Association ("PERMA"). This includes both claims existing prior to 2005 and the claims that have arisen since joining PERMA in 2005.

The pre-2005 claims have been handled through PERMA's affiliated entity Northeast Association Management, Inc. ("NEAMI") as the Third Party Administrator for the claims.

Some recent changes by the Workers' Compensation Board require that the City enter into a separate agreement with NEAMI to provide this service.

As the claims will be handled on the same basis going forward, it is recommended that the Council authorize the Mayor to execute an agreement with NEAMI in a form acceptable to the Corporation Counsel for handling the pre-2005 claims.

Will the Council so approve?

Agenda Item #12

RE: Amendment to Service Agreement with Verizon for enhanced 911 equipment

Council Members:

The City entered into an agreement with Verizon for the above referenced equipment in 2009.

The City's Police Department and Verizon are in the process of reviewing a plan to upgrade and replace this equipment. While this process is ongoing, it is recommended that the service period for the current agreement be extended until November 17, 2014. This would require a payment in the amount of \$8,072.64 which is included in the current Police Department budget.

Will the Council so approve and authorize the Mayor to execute an amendment in a form acceptable to the Corporation Counsel?

Agenda Item #13

RE: Materials for Street Reconstruction/Openings

Council Members:

The Director of the Department of Public Works (“DPW”) is requesting the sum of \$185,000.00 for the purchase of materials to be used for Street Reconstruction/Openings. The materials to be purchased are cold patch for pothole repair and asphalt for the zipper machine.

Funding is available from casino revenues and will be transferred to DPW Streets account code A.5110.0200.0419.013.

Will the Council so approve?

Agenda Item #14

RE: Clean Neighborhood Team

Council Members:

The Director of the Department of Public Works is requesting that the sum of \$75,355.00 be made available from casino revenues for the purpose of hiring temporary workers for the Clean Neighborhood Team. The purpose of this will be to provide the necessary manpower to work in areas of the City not targeted by Community Development efforts. The sum of \$75,355.00 is inclusive of FICA.

Will the Council so approve?

Agenda Item #15

RE: Funding for Road Reconstruction

Council Members:

The Director of the Department of Public Works (“DPW”) is requesting the sum of \$1,833,000.00 be made available for the 2014 in-house paving program. Funding is available as follows: \$500,000.00 from discretionary casino revenues and \$1,333,000.00 from the non-discretionary casino revenues specifically designated for infrastructure and road improvement projects pursuant to Section 99h(4)(a)(iii) of the State Finance Law. These sums are to be transferred to Capital account code H0812.2008.0812.0449.599.

Will the Council so approve?

Agenda Item #16

RE: Temporary Crew money for 2014 Road Construction Season

Council Members:

The Director of the Department of Public Works (“DPW”) is requesting the sum of \$150,617.00 be made available to hire six (6) temporary workers for the 2014 Road Construction season. These temporary workers will be utilized primarily for cold patch pothole repair and zipper machine work. The amount requested includes fringe benefits. It is anticipated that these temporary workers will be utilized for fifteen (15) weeks. Funding is available from casino revenues and will be transferred to DPW Streets account code A.5110.0200.0130.000.

Will the Council so approve?

Agenda Item #17

RE: Funding for Sidewalk Repair

Council Members:

The Director of the Department of Public Works (“DPW”) is requesting that the sum of \$400,000.00 be made available for the repair and construction of sidewalks in various locations throughout the City. This amount represents \$218,950.00 to be paid to Ventry Concrete Contracting under the March 19, 2014 letter of Sidewalk Replacements Award and the balance (\$181,050.00) for in-house repair and construction. These items were included in the DPW Capital Budget for 2014. Funding is available from casino revenues and is to be transferred to account code H0621.2006.0621.0300.000.

Will the Council so approve?

Agenda Item #18

SUBJECT: Bid #2014-08 Clearing of Vacant Lots

We respectfully request you award the above referenced bid as follows:

TO: Baker Tree Care

465 Church Street

Youngstown, NY 14174

FOR: Furnishing of proper equipment and experienced manpower to clear, cut and/
or mow all vegetation (weeds, brush, etc.) on privately and City-owned lots
in the City of Niagara Falls.

1. Man Hours (est. 3,200 hrs.)	\$ 10.50/hr.
2. Acres (est. 150 acres)	24.00/acre

The City Purchasing Division certifies that all bids were solicited in accordance with Section 103 of the General Municipal Law.

Notice that bids were to be received was advertised in the Niagara Gazette and bids were sent to Nine (9) Companies. The above referenced company submitted the lowest bid prices for each respective item. Bids were also received from K.J. Smith Enterprises, Inc. (\$10.50/man hour & \$25.00/acre) Niagara Grass Cutting (\$13.98/man hour & \$30.00/acre) and Beau Enterprises, Inc. (\$38.00/man hour & \$45.00/acre).

Funds for this expenditure are available in the Community Beautification code: A8510.0000.0449.080.

Agenda Item #19

SUBJECT: Bid #2014-10 Lease of Golf and Utility Carts

We respectfully request you award the above referenced bid as follows:

TO: Nuttal Golf Cars, Inc.

5543 State Route 14

Sodus, NY 14551

FOR: Five (5) year lease of golf and utility carts:

Lease price per year as detailed in attached spreadsheet: \$ 84,168.96

Grand total for life of lease: \$720,844.80

The City Purchasing Division certifies that all bids were solicited in accordance with Section 103 of the General Municipal Law.

Notice that bids were to be received was advertised in the Niagara Gazette and bids were sent to eight (8) companies. Three bids were received. The above referenced company submitted the lowest bid.

Funds for this expenditure are available in the Golf Course codes A7250.0000.0440.003 and Hyde Park code A7110.3450.0442.003.

Respectfully submitted,

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	BID #2014-10	Est. Qty	Nuttall Golf Cars, Inc.	Club Car, LLC	Club Car, LLC
	LEASE OF GOLF CARTS	more or less	Lease Payments	Purchase Price	Lease Payments
		basis	Unit Price/Mth.		Unit price/Mth.
1	2014 Model Gas Golf Cart	100	\$ 56.91	\$4,615.57 per car (\$461,556.98 total)	\$ 75.43
2	2014 Model Gas Utility Cart (minimum 1,200 lb load capacity)	8	\$ 121.69		-----
3	2014 Model Gas Utility Cart (minimum 800 lb load capacity)	1	\$ 106.78		-----
4	2014 Model Gas Utility Cart (Minimum 800 lb. load capacity) With Soft Enclosures around the Cabs.	2	\$ 121.39		-----
	EVALUATION				
	Total Lease Monthly Payments for item #1		\$ 5,691.00		\$ 7,543.00
	Total Lease Monthly Payments for item #2		\$ 973.52		
	Total Lease Monthly Payments for item #3		\$ 106.78		
	Total Lease Monthly Payments for item #4		\$ 242.78		
	Grand Total Lease Payments Per Month		\$ 7,014.08		\$ 7,543.00
	Grand Total Lease Payments Per Year		\$ 84,168.96		\$ 90,516.00
	Grand Total for Life of Lease		\$ 420,844.80		\$ 452,580.00
	Notations for Bid submitted by Club Car, LLC:				
1	In its bid request, the City asked for a price for leasing of golf carts. Club Car, LLC submitted a bid for the lease payments.				
2	The City asked for a price for leasing of Golf Carts. Club Car, LLC submitted a bid price based on purchsing the consider this it would have to rebid this because the solicitation was for a lease not				

[

	purchase.					
3	Club Car submitted a "special considerations" page for additional vehicles but did not list prices.					
4	Club Car, LLC included an "Exceptions Page" with their bid that stated "This bid is contingent of the City's execu acceptable to Agricredit"					
	The City's Bid is contingent upon the successful bidder executing documents with the City based on the City conditions.					
5	The City stated in its bid "at its discretion, prior to April 1 of each year, require the lessor to provide new el The Bid Price shall remain the same.					
	Club Car, LLC striked that sentence in their "Exceptions Page" therefore they will not honor that request a bid specifications.					

Agenda Item #20

SUBJECT: Lease Agreement for Copiers

The City currently leases Forty One (41) copiers through a Niagara County contract. The County recently awarded a bid for a new lease to replace the existing copiers with new equipment. The City will pay \$.01515/copy. This price includes the lease, maintenance and supplies (excluding paper).

Based on the success of the current contract we recommend the Council authorize the City to enter into a new lease agreement with Duplicating Consultants through the Niagara County Bid.

Funds for this expenditure are available in each Departments budget under undesignated leases code: .0440.599

Will the Council authorize the Mayor to execute a new lease agreement with Duplicating Consultants for a period of five (5) years in a form acceptable to the Corporation Counsel?

Agenda Item #21

RE: Allocation of Greenway Funding for Griffon Park Project

Council Members:

In 2011 the City previously applied for and received \$200,000.00 Greenway Funding approved by the Host Community Standing Committee for the Griffon Park project.

The City had applied for an Environmental Protection Fund Grant which was ultimately not approved. There remains \$150,000.00 from the original Greenway funds and the City has applied for and received conditional approval of an additional \$200,000.00 of Greenway Funding from the Host Community Standing Committee subject to the City Council approving the request. The current budget for the project is \$550,000.00 which includes the contract for the parking lot reconstruction which appears elsewhere on your agenda today.

Will the Council approve the request for an additional \$200,000.00 of Greenway Funding from the Host Community Standing Committee?

Agenda Item #22

RE: Retention of Desman Associates for Consulting Services in connection with Implementation of Downtown Parking Plan

Council Members:

During its meeting on March 3, 2014 the City Council previously voted not to approve the retention of Desman Associates to implement a downtown parking improvement plan previously recommended by Desman. The amount for those consultant services was proposed to be \$95,200.00. Since that time, City representatives have reviewed with Desman its previous proposal and have made amendments to the scope of work and made certain tasks optional, in the discretion of the Mayor and City Council. The changes in the scope of work have resulted in a professional services proposal of \$55,000.00 plus expenses estimated to be \$10,100.00 for a total of \$65,100.00. Attached hereto is the amended proposal. Funding is available from casino revenues.

There is a separate optional component for two (2) additional tasks in the proposed amount of \$23,000.00 with expenses to be estimated to be \$7,100.00 for a total of \$30,100.00. These are optional tasks which may be able to be accomplished internally without the assistance of Desman Associates. In the event that it is deemed that the assistance of Desman is necessary to implement those additional optional tasks, an additional request will be made to the City Council to approve that expenditure.

Will the Council authorize the retention of Desman Associates to assist with the implementation of the downtown parking improvement plan in the total amount of \$65,100.00, inclusive of expenses, as proposed and authorize the Mayor to execute an agreement satisfactory to Corporation Counsel?



ARCHITECTS • ENGINEERS • PLANNERS • PARKING CONSULTANTS • RESTORATION ENGINEERS

March 25, 2014

Donna D. Owens, CPM
City Administrator
City of Niagara Falls
745 Main Street
Niagara Falls, NY, 14302-0069

Re: Implementation of Enhancements to the Downtown Parking System

Dear Ms. Owens:

DESMAN is pleased submit the attached revised proposal to provide parking consulting services to the City of Niagara Falls as it begins the steps to implement the series of actions to enhance its downtown parking system. Based on our latest conversation, it is our understanding that the City wishes to retain DESMAN to guide the City through a series of administrative and programmatic actions intended to: 1) upgrade parking access and revenue control equipment at its downtown garage and lots, 2) re-introduce paid on-street parking with consistent enforcement, 3) to consider the establishment of an accountable in-house parking program manager and, 4) to consider out-sourcing the program operations to a highly qualified parking operating company. These administrative and programmatic changes have been detailed in the Downtown Parking Improvement Plan report DESMAN produced and presented in January 2012. In our view DESMAN's role for this engagement will be to function both as an advisor and as an agent of the City as it takes steps to hire a qualified parking program manager, procure and install new technologically advanced parking equipment and to assist with the solicitation and selection of a qualified parking operator to run the City's field operations (i.e. management, maintenance and enforcement of the off-street facilities and on-street meter system).

DESMAN is uniquely qualified for this assignment because of our knowledge of both your downtown growth and development objectives as well as parking specific needs, challenges and opportunities. The balance of this letter sets forth a proposed scope of work, project team and compensation proposal for this undertaking for your consideration.

Scope of Work Tasks (Primary Tasks)

- I. **Presentation of Recommended Downtown Parking Improvement Plan** – Since it has been nearly two years since DESMAN completed and presented its recommendations for enhancing the City's parking system and program, we will review our 2012 plan and, if necessary, update it to reflect current circumstances and make another presentation to key City administrators and City Council, if warranted, to ensure your community leadership is well versed on our proposal.

Primary Deliverable: Updated Parking Program Enhancement Report & Presentation

50 PUBLIC SQUARE, SUITE 626 CLEVELAND, OHIO 44113 desman.com Phone: 216/736-7110 Fax: 216/736-7140

NEW YORK • CHICAGO • WASHINGTON, D.C. • BOSTON • CLEVELAND • HARTFORD • FT LAUDERDALE • DENVER • PITTSBURGH

Travel Assumption:

- *One 1-day trip to Niagara Falls by two DESMAN staffers to present, discuss and reaffirm the Parking Plan - Not to Exceed \$1,200.00*

II. Procurement and Installation of New Parking Access and Revenue Control System (PARCS) Equipment for City's Off-Street Parking Lots and Garage – DESMAN will write the PARCS bid specifications document, identify and pre-qualify prospective bidders, review and evaluate bidder's proposals, and recommend the award of a contract to the most qualified bidder. After the bid award, DESMAN will work in conjunction with the City's Parking Manager to oversee the installation and testing of the new parking equipment. DESMAN will ensure that the successful bidder provides the City's Parking Manager the necessary training and on-going support relating to the operations, maintenance and data retrieval from the system.

Primary Deliverable: Bid Specifications Document for Procurement and Installation of PARCS Equipment

Travel Assumption:

- *One 1-day trip to Niagara Falls by two DESMAN staffers to attend Pre-Bid Conference - Not to Exceed \$1,200.00*
- *One 1-day trip to Niagara Falls by two DESMAN staffers to interview short-listed bidders - Not to Exceed \$1,200.00*
- *Two 1-day/1-night trips to Niagara Falls by one DESMAN staffer for pre-installation meetings and post-installation system testing - Not to Exceed \$1,600.00*

III. Procurement and Installation of On-Street Parking Payment Equipment on Selected Downtown Streets – DESMAN will write the bid specification document for the on-street parking payment equipment, identify and pre-qualify prospective bidders, review and evaluate bidder's proposals and recommend the award of a contract to the most qualified bidder. After the bid award, DESMAN will work in conjunction with the City's Parking Manager to oversee the installation and testing of the new parking equipment and to formulate and execute an information campaign about how the new system works. DESMAN will ensure that the successful bidder provides the City's Parking Manager the necessary training and on-going support relating to the operations, maintenance and data retrieval from the system.

Primary Deliverable: Bid Specifications Document for Procurement and Installation of On-Street Parking Payment Equipment

Travel Assumption:

- *One 2-day/1-night trip to Niagara Falls by two DESMAN staffers to plan, finalize and obtain approval of on-street system installation - Not to Exceed \$1,600.00.*
- *One 1-day trip to Niagara Falls by one DESMAN staffer to attend Pre-Bid Conference - Not to Exceed \$600.00*

- *One 1-day trip to Niagara Falls by two DESMAN staffers to interview short-listed bidders - Not to Exceed \$1,200.00*
- *Two 1-day trips to Niagara Falls by one DESMAN staffer to monitor system installation progress and testing - Not to Exceed \$1,200.00*

Scope of Work Tasks (Optional Tasks)

In addition to the aforementioned **Primary Tasks I, II and III**, DESMAN proposes the following three **Optional Tasks IV, V and VI**, that would be undertaken at the discretion of the City upon completion of Tasks I through III.

IV. Establishment of a Parking Division – Desman will provide guidance to the City on the hiring of a qualified professional with the skill set to assume the role of the City's parking program administrator. The services DESMAN will provide will include: defining a job description and wage rate for the position, drafting a job opening announcement, recommending appropriate methods and avenues for advertising the position, reviewing resumes of job applicants, participating in the interviews of the job candidates, and recommending the hiring of the most suitable candidate for the position. Once the candidate is hired, DESMAN will work to orient the new hire to what will be his/her evolving responsibilities for oversight and coordination over all aspects of the City's parking program. After the new hire's initial introduction to the role and responsibilities they will have, DESMAN will assist in the creation of a Parking Steering Committee. The intent behind creating a Parking Steering Committee is to establish a body of in-house administrators and possibly civic leaders that will remain informed and supportive of the parking program enhancement initiatives and ensure the highest level of inter-departmental and inter-agency coordination as the program evolves.

Primary Deliverable: Technical Memorandum on the Creation of a Parking Division & Parking Steering Committee (including a Job Description, Job Advertisement, and Wages & Benefits Recommendation for the hiring of a Parking Manager)

Travel Assumption:

- *One 2-day/1-night trip to Niagara Falls by two DESMAN staffers to conference with City administrators about position creation, hiring process, steering committee appointees and the City organizational chart restructuring - Not to Exceed \$1,600.00*

V. Solicit and Retain a Qualified Private Sector Parking Operator to Assume Responsibility for the Field Operations of the Parking Program – DESMAN will write a Request for Proposal for Professional Parking System Operations Services, identify and pre-qualify companies that possess the experience and resources to perform the services being sought, review and evaluate the Proposer's RFP submissions, and recommend the award of a contract to the most qualified company. DESMAN will work in conjunction with the City's Parking Manager, the City Solicitor and the Procurement Department to negotiate and finalize a contract with the chosen Parking

Operations Company and oversee the start-up/transition from City operations to private operations. DESMAN assumes that this out-sourced contract will encompass the staffing, maintenance, monitoring and revenue collection and reporting of the day-to-day operations of the City's parking lots and garage, as well as the maintenance, enforcement, revenue collection and reporting for the on-street parking system.

Primary Deliverable: Request for Proposals (RFP) Document for Procurement of Professional Parking Operator Services for the City's On- and Off-Street Parking Systems

Travel Assumption:

- *One 1-day trip to Niagara Falls by two DESMAN staffers to conference with City officials concerning desired contract terms and conditions for third party operator - Not to Exceed \$1,200.00*
- *One 1-day trip to Niagara Falls by two DESMAN staffers to attend mandatory Pre-Proposal Conference - Not to Exceed \$1,200.00*
- *One 1-day trip to Niagara Falls by two DESMAN staffers to interview short-listed bidders - Not to Exceed \$1,200.00*
- *One 1-day trip to Niagara Falls by one DESMAN staffer to make contract award presentation to Mayor and Council - Not to Exceed \$600.00*
- *Two 1-day trips to Niagara Falls by two DESMAN staffers to conduct a 30-day and a 60-day review of third party operator's performance - Not to Exceed \$1,200.00*

VI. On-Call Parking Program Consulting – DESMAN staff will be available on an on-call basis for up to six months after both Optional Tasks IV and V are completed as described. During this period, DESMAN will be available to the City without charge, and specifically to the Parking Program Manager, on an “as-needed” or “on-call” basis to provide “**Basic Assistance**” such as answering questions, offering suggestions, giving a limited amount of problem-solving advice, and/ or completing a cursory review of the Parking Program’s monthly financial and operational performance. We will provide a total of up to 8 hours of complimentary service during the six month period.

However, if during this six month timeframe the City requests consulting assistance that in our opinion will required more than 8 man-hours to complete, such requests will be treated as “**Extra Services**” and DESMAN will either submit a lump sum fee proposal for the work or offer to perform the work on a time and material basis at our standard hourly billing rates listed below. Our lump sum fee negotiations for any substantial consulting or service request will be based on the nature of the service to be provided, our estimated time commitment and the estimated expenses to be incurred at the time of the request.

Project Team

DESMAN’s staff for this engagement will consist of a Parking Planner, a Financial Analyst and an Operations Specialist. Greg Shumate, a Senior Associate with more than 19 years of parking experience

will oversee this engagement as the Project Manager and ensure that appropriate DESMAN resources are deployed as needed. Supporting Mr. Shumate will be Gerry Salzman, Parking Planner, Eric Haggett, Financial Analyst and Atul Kapila, Operations Specialist.

Fee Proposal

DESMAN proposes to provide the aforementioned services and deliverables on a lump sum basis for each Task (I through V), plus the actual cost of our per trip reimbursable expenses which will not-exceed the budget limits specified above. Our actual reimbursable expenses will be billed without markup. If any additional travel requests are made by the City beyond those described above, those trips will be billed at \$600.00 per day, per person as long as an overnight stay will not be required. If an overnight stay cannot be avoided, the amount billed will increase by \$200.00 per person, per night.

Fee and Project Deliverables for Primary Tasks I, II and III

Task I	-	Presentation of Recommended Downtown Parking Improvement Plan	\$5,000
Task II	-	Procurement and Installation of New PARCS Equipment at Lots & Garage	\$25,000
Task III	-	Procurement and Installation of On-Street Parking Payment Equipment	\$25,000
TOTAL			\$55,000

Not to Exceed Travel/Expense Budget for Primary Tasks I, II and III

Task I	-	2 Persons - 1 Day	\$1,200
Task II	-	2 Persons – 2 Days and 1 Person – 2 Days & 2 nights	\$4,000
Task III	-	2 Persons – 2 Days and 1 Person – 2 Days & 2 nights	\$4,900
TOTAL NOT TO EXCEED TRAVEL/EXPENSE BUDGET			\$10,100

Fee and Project Deliverables for Optional Tasks IV and V

Task IV	-	Establishment of a Parking Division	\$8,000
Task V	-	Solicitation and Retention of a Qualified Private Sector Parking Operator	\$15,000
TOTAL			\$23,000

Not to Exceed Travel/Expense Budget for Optional Tasks IV and V

Task IV	-	2 Persons - 2 Days & 1 night	\$1,600
Task V	-	2 Persons – 5 Days and 1 Person – 1 Day	\$5,500
TOTAL NOT TO EXCEED TRAVEL/EXPENSE BUDGET			\$7,100

DESMAN

ASSOCIATES

Donna Owens
City of Niagara Falls, NY
3/25/14

Extra Services

If the City wishes to retain DESMAN for any additional services beyond those described in Tasks I through V and the Basic Assistance described in Task VI, DESMAN will, at the City's option, either submit a lump sum fee proposal or agree to provide the desired service based on our standard hourly rates at the time of the engagement. DESMAN's hourly billing rates for 2014 are listed below.

HOURLY RATES

<u>Employee Classification</u>	<u>Hourly Rate</u>
Principal/Senior Planner (Greg Shumate).....	\$265/hour
Associate (Gerry Salzman).....	\$185/hour
Project Manager (Atul Kapila).....	\$175/hour
Architect/Engineer/Planner (Eric Haggett).....	\$165/hour
Technician	\$145/hour
CADD Operator/Draftsperson.....	\$135/hour
Clerical.....	\$95/hour
Attendance at Hearings/After Hours Presentations.....	\$400/hour
Expert Witness.....	\$450/hour
Litigation Related Consulting.....	\$350/hour

Note: Rates are effective through December 31, 2014

If this proposal is acceptable, please sign the attached signature page and return. Please feel free to call with any questions or comments. We look forward to again serving the City of Niagara Falls with this important endeavor.

Sincerely,

DESMAN, Inc., dba
DESMAN Associates

Proposal accepted by:
City of Niagara Falls



Jeffery Henriksen
Vice President

Name (Print)/Title



Gregory A. Shumate, CAPP
Senior Associate

Signature

cc: Michael Connor
Eric Haggett
Atul Kapila

Date

Attachment: DESMAN, INC. STANDARD TERMS AND CONDITIONS OF AGREEMENT

**DESMAN, INC., dba DESMAN Associates
STANDARD TERMS AND CONDITIONS OF AGREEMENT**

The engagement of DESMAN, INC., dba DESMAN Associates (DESMAN) by client is under the following terms and conditions and is an integral part of the Agreement between Client and DESMAN.

1. Unless noted or otherwise requested, the fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement unless noted otherwise, and if requested, a retainer. All retainer amounts will be applied to the last invoice. **A RETAINER OF \$ 0 IS REQUIRED BEFORE WORK CAN COMMENCE UNDER THE AGREEMENT.**
3. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required will be established at that time.
4. Before DESMAN shall be called upon to provide its services hereunder, the Client shall provide DESMAN, in writing, with all necessary information to permit its proper performance of the services to be provided. DESMAN shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon.
5. Client shall provide the necessary access and right-of-entry for DESMAN to enter the Project site, and to all shops and yards in order to allow DESMAN to perform their services.
6. The Client shall provide DESMAN with sufficient advance notice of required service so as to allow DESMAN a reasonable period of time to coordinate the assignment of its personnel. If DESMAN is required to delay commencement of its work, or is required to stop or interrupt the progress of its work, additional charges will be applicable and payable by the Client.
7. ~~DESMAN will not act to enforce the provisions of the contract drawings or specifications. Should DESMAN, in the proposal, accept responsibility for site observations or monitoring, it remains the responsibility of the Client to enforce the contract provisions and to effect corrections of any contractual deficiencies, which are discovered by DESMAN.~~ Deleted
8. ~~Testing results apply only to the material samples actually tested. Test specimens or samples will be disposed of immediately upon completion of the test, unless otherwise agreed.~~ Deleted
9. All documents, including but not limited to drawings, specifications, reports, field notes, field counts, calculations, and estimates prepared by DESMAN pursuant to this Agreement, shall be the sole property of DESMAN. All documents of any nature furnished to Client, if not paid for will be returned upon demand and will not be used by Client for any purpose whatsoever. Under no

circumstances shall any documents produced by DESMAN, pursuant to this Agreement, be used at any location, or for any project not expressly provided for in this Agreement without the written permission of DESMAN. Reports of DESMAN issued pursuant to this Agreement are for the exclusive use of Client, the name of DESMAN, or its insignia or seal shall not be used by or on behalf of Client under any circumstances in advertising to the general public, or in any public material or in any other manner without DESMAN's prior written approval. Client shall indemnify, defend, and hold DESMAN harmless from and against any claims, liabilities, loss, or damage, including reasonable attorney's fees arising out of any use of the report and expense of Client. DESMAN will provide Client with copies of documents created in the performance of the work for a period not exceeding one year following submission of the report contemplated by this Agreement.

10. Payment is due upon receipt of DESMAN's invoices. Payment to DESMAN is the sole responsibility of signatory of this Agreement and is not subject to third party agreements. If payment is not received within thirty (30) days of receipt by Client, Client agrees to pay a finance charge on the principal amount of the past due account to one and one half (1 1/2%) percent per month. The Client agrees to pay DESMAN's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.
11. Invoice payments must be kept current for work to continue. If the Client fails to pay any invoice due to DESMAN within 45 days of the date of the invoice, DESMAN may, without waiving any other claim or right against Client, suspend services under this Agreement until DESMAN has been paid in full all amounts due DESMAN and/or any of its Consultants and Subcontractors.
12. DESMAN agrees to carry the following insurance during the term of this Agreement: Workmen's compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon request. If the Client requires insurance coverage or limits in excess of DESMAN's normal policies, and if it is available, Client agrees to reimburse DESMAN for such additional expense.
13. DESMAN's liability for any damage on account of any error, omission, or other professional negligence will be limited to a sum not-to-exceed the fee received under this Agreement. DESMAN, its agents and employees shall not be liable for any lost profits or any claim or demand against Client by any other party. In no event shall DESMAN be liable for special, consequential, or exemplary damages. This provision shall supersede any other provision in this Agreement that may be deemed inconsistent with it. No action, regardless of form, arising out of the service under this Agreement, may be brought by the Client more than one (1) year after the act or omission giving rise to a cause of action has occurred.
14. The Client shall indemnify, defend, and hold DESMAN, its officers, employees, and agents harmless from any and all claims, suits, losses, costs, and expenses, including but not limited to, court costs and reasonable attorney's fees arising or alleged to have arisen out of or to have resulted from the performance of DESMAN's work on or about the subject Project, and caused in whole or in part by any negligent, willful, or wanton act or omission of the Client. In the event that the Client brings

DESMAN

A S S O C I A T E S

Donna Owens
City of Niagara Falls, NY
3/25/14

any claim, suit, cause of action, or counterclaim against DESMAN, to the extent that DESMAN prevails upon such action, the Client shall pay to DESMAN the costs expended by DESMAN to defend against such action including reasonable attorney's fees, witness fees, and other related expenses.

15. DESMAN shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of DESMAN.
16. In entering into this Agreement, Client has relied only upon the warranties or representations (a) set forth in this Agreement; or (b) implied in law. No oral warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between Client and DESMAN.
17. This Agreement may be terminated by either party upon seven (7) days prior written notice. In the event of termination, DESMAN shall be compensated by the Client for (a) all services performed up to and including the termination date; and (b) reimbursable expenses.

RE: Appointments to Library Board

Council Members:

The Charter of the Niagara Falls Public Library was amended in 2012 by action of the Board of Regents, and the City Charter was also amended in 2012 by City Council adoption of Local Law No. 1, to provide for "not less than five (5) nor more than nine (9) members" on the Board, and notice of this action was filed with the New York State Department of State on January 3, 2013.

Accordingly, the following three individuals are hereby put forward for confirmation by the City Council, bringing the total membership up to nine:

I hereby appoint the following to the Niagara Falls Library Board:

<u>Appointment:</u>	<u>Term Expires:</u>
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Ms. Tina Gregory	12/31/2018
1524 Whitney Avenue	
Niagara Falls, NY 14301	

Mr. James Lemke	12/31/2018
820 College Avenue	
Niagara Falls, NY 14301	

Ms. Danielle M. Zona	12/31/2018
4609 Meadowbrook Road	
Niagara Falls, NY 14305	

Will the Council so approve?

Agenda Item #24

RE: Request for Approval to Settle and Pay Claim of Richard G. Yeates, Jr.

3731 Upper Mountain Road, Sanborn, NY 14132

Council Members:

Date Claim Filed:	January 30, 2014
Date Action Commenced:	N/A
Date of Occurrence:	January 25, 2014
Location:	Walnut Avenue at 36th Street, Niagara Falls, NY
Nature of Claim:	Automobile damage sustained in an accident with City vehicle
City Driver:	John A. Rosino II
Status of Action:	Claim stage.
Recommendation/Reason:	Best interests of City to pay claim.
Amount to be Paid:	\$3,998.43
Make Check Payable to:	Richard G. Yeates, Jr.
Conditions:	General Release to City, approved by Corporation Counsel.

It is the recommendation of this Department that the above claim be paid under the terms set forth above. Will the Council so approve?

Agenda Item #25

RE: Request for Approval to Settle and Pay Claim of Shannon E. Billings

2548 Jerauld Avenue, Niagara Falls, NY 14305

Council Members:

Date Claim Filed:	January 17, 2014
Date Action Commenced:	N/A
Date of Occurrence:	December 22, 2013
Location:	2548 Jerauld Avenue, Niagara Falls, NY
Nature of Claim:	Damage to vehicle from fallen limb.
Status of Action:	Claim stage.
Recommendation/Reason:	Best interests of City to pay claim.
Amount to be Paid:	\$500.00
Make Check Payable to:	Shannon E. Billings
Conditions:	General Release to City, approved by Corporation Counsel.

It is the recommendation of this Department that the above claim be paid under the terms set forth above. Will the Council so approve?

Agenda Item #26

RE: Request for Approval to Settle and Pay Claim of Therese E. Lucchetti

171 58th Street, Niagara Falls, NY 14304

Council Members:

Date Claim Filed:	February 3, 2014
Date Action Commenced:	N/A
Date of Occurrence:	January 18, 2014
Location:	171 58 th Street, Niagara Falls, NY
Nature of Claim:	Automobile damage sustained in an accident with City vehicle.
City Driver:	John A. Rosino II
Status of Action:	Claim stage.
Recommendation/Reason:	Best interests of City to pay claim.
Amount to be Paid:	\$276.16
Make Check Payable to:	Therese E. Lucchetti
Conditions:	General Release to City, approved by Corporation Counsel.

It is the recommendation of this Department that the above claim be paid under the terms set forth above. Will the Council so approve?

RELATIVE TO SUPPORTING THE INITIATIVE FOR NEW YORK STATE TO GIFT
THE NIKOLA TESLA STATUE TO THE CITY OF NIAGARA FALLS

BY:

Council Member Glenn Choolokian

WHEREAS, Nikola Tesla is credited with developing and patenting the alternating current system process which resulted in the creation of generators for the long distance transmission of power by electricity ; and

WHEREAS, Nikola Tesla and George Westinghouse built the first hydro-electric power plant in 1895 in Niagara Falls, New York; and

WHEREAS, this power plant and others like it are credited with starting “the electrification of the world;” and

WHEREAS, there is located in the Niagara Falls State Park at Goat Island a statue celebrating the life of Nikola Tesla; and

WHEREAS, an initiative is developing by individuals in the City of Niagara Falls which is encouraging New York State to gift the Tesla statue to the City of Niagara Falls for the purpose of locating the statue in a place in the City (yet to be determined) that is suitable and recognizes the tremendous scientific contribution to the world made by Nikola Tesla.

NOW, THEREFORE, BE IT RESOLVED, that this City Council does support the initiative for New York State to gift the Nikola Tesla statue to the City of Niagara Falls for the purpose of locating the statue in a place in the City (yet to be determined) that is suitable for such a statue.

Agenda Item #28

RELATIVE TO

**AUTHORIZING THE USE OF CITY BUILDINGS AS POLLING PLACES
FOR ANNUAL SCHOOL BOARD ELECTION**

BY:

Council Chairman Charles Walker

Council Member Robert Anderson, Jr.

Council Member Glenn Choolokian

Council Member Kristen Grandinetti

Council Member Andrew Touma

WHEREAS, the annual Niagara Falls City School District election will be held on Tuesday, May 20, 2014, and

WHEREAS, the Niagara Falls City School District requests the use of several city buildings as polling places for this election,

NOW, THEREFORE, BE IT RESOLVED, that the Niagara Falls City Council hereby approves the request outlined in the attached letter from the Niagara Falls City School District.



School District of the City of Niagara Falls, New York

630 66th Street • Niagara Falls, NY 14304 • (716) 286-4211 • Fax: (716) 286-4283

March 17, 2014

Sent via E-mail 3/17/14

City Council
cc/o Ryan Undercoffer
City Hall, 745 Main St., Rm 202
Niagara Falls, NY 14301

Ladies and Gentlemen:

The annual School Election will be held on **Tuesday, May 20, 2014**. We are requesting approval for the use of the polling places listed below:

<u>Legislative District</u>	<u>Election District</u>	<u>Polling Places</u>
3	5	LaSalle Senior Center 9501 Colvin Blvd.
4	5 & 6	Niagara Falls Public Library 1425 Main Street
5	5 & 6	John Duke Senior Citizen 1201 Hyde Park Boulevard
6	5	City Hall 745 Main Street

It will be appreciated if approval of this request could be obtained at your next Council Meeting so that we may proceed with the necessary arrangements.

Sincerely yours,

Ruthel D. Dumas
Ruthel D. Dumas
District Clerk

rrd

Copy: Carol A. Antonucci, City Clerk

Cynthia Bianco, Superintendent via/Lotus

Mark Laurie, Deputy Sup.

"

Russell Petrozzi, Board President "

"

Nicholas Vilardo, Vice President "

"

David Spaccone, Maintenance

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Mobile Device Authorization
of Original Document
of Accreditation

Agenda Item #29

RELATIVE TO

**EXPRESSING OPPOSITION TO THE ESTABLISHMENT OF A
CHARTER SCHOOL IN THE CITY OF NIAGARA FALLS**

BY:

Council Chairman Charles Walker

Council Member Andrew P. Touma

Council Member Kristen M. Grandinetti

WHEREAS a charter school currently operates within Niagara County, and diverts \$3-4 million annually from the Niagara Falls City School district, and

WHEREAS the establishment of a charter school within the city of Niagara Falls will potentially divert another \$4-5 million from our city schools, and

WHEREAS this additional charter school may result in public school closings, job losses, an exodus of Niagara Falls residents, an increase in school taxes and/or a decline in property values,

NOW, THEREFORE, BE IT RESOLVED, that the Niagara Falls City Council does hereby respectfully request that the Board of Regents and the State of New York reject the establishment of an additional charter school in Niagara County, and

BE IT FURTHER RESOLVED, that certified copies of this resolution shall be sent to the Commissioner of Education of the State of New York, the Chancellor of the New York State Board of Regents, and members of the Niagara Falls State Assembly, State Senate, U.S. House of Representatives, and U.S. Senate delegations.

Monday, March 31, 2014 Council Meeting

PRESENTATIONS:

Niagara Youth Bureau – Hyde Park playground improvement proposal
City Planner, Tom DeSantis – Status update of upgrades to Griffon Park
Niagara Falls Little League Presidents – Update on city fields

ADMINISTRATIVE UPDATE: