

Monday – May 1, 2017 Council Meeting

PRESENTATIONS:

1. American Niagara Hospitality – Economic and Tourism Update
Michael DiCienzo, President

ADMINISTRATIVE UPDATE:

None

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CITY OF NIAGARA FALLS
NEW YORK

April 25, 2017

TO: City Council

FROM: Mayor Paul A. Dyster

SUBJECT: HYDE PARK ICE PAVILION REFRIGERATION
CONTROL AND POWER SYSTEM REPLACEMENT
CHANGE ORDER #1

A contract for the above referenced project was awarded to Mollenberg Betz Inc., 300 Scott Street, Buffalo, NY, on June 6, 2016 in an amount of \$253,942.00.

At the time of award, the City elected not to accept an alternate bid for a new ammonia detection system which is required by code, but instead undertook repairs to the existing system and completed it at a substantial savings.

Additional issues were encountered requiring repair that were not originally included in the project's scope of work. These items are necessary to the project and were done while a certified contractor was under contract. Below is a list of the items that comprise this Change Order:

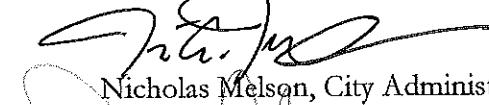
- Install pump check valve
- Replace chiller float switch
- Repair compressor unloader solenoids
- Install remote HMI screen
- Install new 60hp pump check valve
- Repairs to existing piping

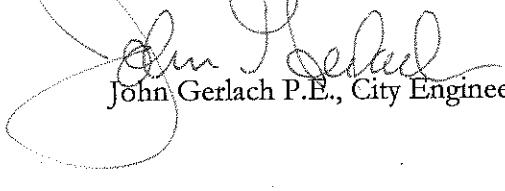
The cost associated with all the items listed is \$20,381.00. Therefore, it is the recommendation of the undersigned that **Change Order #1** in the amount of \$20,381.00 be approved, bring the new contract total to \$274,323.00. Funding is available through the existing open Bond Resolution for the Ice Pavilion.

Will the Council vote to so approve and authorize the Mayor to execute a Change Order #1 in a form acceptable to the Corporation Counsel?

Respectfully submitted,


Mayor Paul A. Dyster


Nicholas Nelson, City Administrator


John Gerlach P.E., City Engineer

MAY 01 2017

Funding Approval:


Daniel Morello

Daniel Morello, City Controller

City Council Meeting: May 1, 2017

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**CITY OF NIAGARA FALLS
NEW YORK**

April 25, 2017

TO: City Council

FROM: Mayor Paul A. Dyster

SUBJECT: LETTER OF AWARD FOR CONSULTANT SERVICES FOR
RECONSTRUCTION OF BUFFALO AVENUE PHASE 3
BUFFALO AVE; CAYUGA DRIVE TO 102ND STREET

Based on the New York State Department of Transportation mandated merit selection process, please be advised that CHA Consulting Inc. has been selected as the City's consultant on the above noted project.

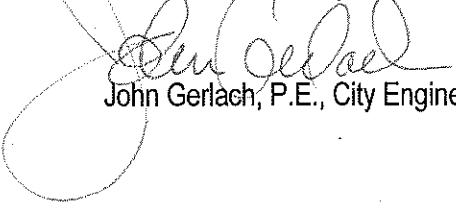
The Council previously approved resolutions appropriating funding which is federally reimbursable and also eligible for State Marchiselli funding. Therefore, it is the recommendation of the undersigned that the scoping and design phases of this project be awarded to CHA Consulting Inc. at a not-to-exceed amount of \$250,000.00. Funding is available in Code H0610, representing available funding from the Buffalo Avenue Phase 1 project.

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

Respectfully submitted,


Mayor Paul A. Dyster


Nicholas Nelson, City Administrator


John Gerlach, P.E., City Engineer

Funding Approval:


Daniel Morello, City Controller
Council Meeting: May 1, 2017

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3 City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

OFFICE OF THE MAYOR
Telephone: (716) 286-4310

April 25, 2017

The City Council
Niagara Falls, New York

*RE: Awning Encroachment
1821 Pine Avenue*

Council Members:

The owner of the above referenced property has applied for an entrance awning encroachment into the City's right-of-way.

This has been reviewed by the appropriate City departments and the Planning Board recommends that it be granted subject to the following conditions:

1. The minimum height above the sidewalk is eight (8) feet.
2. The owner will add the City of Niagara Falls as an additional insured on its liability insurance policy.
3. The owner will defend and indemnify the City from liability related to the canopy encroachment.
4. The City can revoke permission for the encroachment on three (3) months' notice.

Attached hereto is a copy of the Planning Board's approval.

Will the Council so approve?

Respectfully submitted,

PAUL A. DYSTER
Mayor

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City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

April 12th, 2017

NIAGARA FALLS PLANNING BOARD

RECOMMENDATION TO CITY COUNCIL
Encroachment of Right of Way

Pursuant to action taken by the Niagara Falls Planning Board on the 12th day of April 2017 your request is hereby granted.

NAME OF OWNER: City of Niagara Falls

ADDRESS OF ACTION: 1821 Pine Avenue

PURPOSE: Proposal by Metro PCS to encroach on the Cities Right of Way to erect a awning on exist structure.

This Recommendation to City Council is hereby APPROVED.

DATE: April 12th, 2017


Tony M. Palmer, Chairman
Niagara Falls Planning Board

2017 APR 13 PM 2:04

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4 City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

OFFICE OF THE MAYOR
Telephone: (716) 286-4310

April 25, 2017

The City Council
Niagara Falls, New York

RE: Approval of the sale of 1118 Willow Avenue to Roscoe Daugherty

Council Members:

The City has received a request to purchase the above referenced City owned property for the sum of \$8,000.00.

This property was approved for sale by the Planning Board. Attached hereto is a copy of the Planning Board's approval.

Will the Council approve the sale of this premises for this price in an "as-is" condition and of the requirement the closing be performed within 30 days and with the standard pre-condition that the purchaser is not delinquent with any tax or water bill?

The purchaser will be responsible to pay both installments of the 2016-2017 School Tax and all recording fees.

Will the Council further authorize the Mayor to execute any deeds or other documents necessary to effectuate this transaction?

Respectfully submitted,

PAUL A. DYSTER
Mayor

/lr

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4 cont City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

April 12th, 2017

NIAGARA FALLS PLANNING BOARD

RECOMMENDATION TO CITY COUNCIL
Disposition of Property – Real Property Sale

Pursuant to action taken by the Niagara Falls Planning Board on the 12th day of April 2017 your request is hereby granted.

NAME OF OWNER: City of Niagara Falls

ADDRESS OF ACTION: 1118 Willow Avenue

PURPOSE: Request to purchase property by
Roscoe Daugherty.

This Recommendation is hereby APPROVED.

DATE: April 12th, 2017



Tony M. Palmer, Chairman
Niagara Falls Planning Board

2017 APR 18 PM 2:42

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11th St.
NYS Dept Of Transportation
Attn: J. Ehrmann c/o Office of Real Estate

1602 11th St.
Board Of
Education

1607 14th St,
Kiselyov Demitry

1114 Linwood Av
Sol's Fortunato &

1120 Linwood Ave. 1124 Linwood
Solis Fortunato & Co. Management

1132 Linwood Ave.
Virginia
Management

11th St.

1501 11th St.
McEvoye Michael

1112 Willow Ave., Blackman
1118 Willow Ave., City of Niagara Falls, N.Y.

120 Willow Ave.
JC George
Enterprises

1122 Willow Ave.
JC George
Enterprises

126 Willow Ave.
George John C.
30 Willow Ave.
Carr Testa
Eva Messadas
32 Willow Ave.

Y OF Niagara
als NY CDA
36 Willow Ave.
Sandra Wood As
Hayden Properties
Ave.

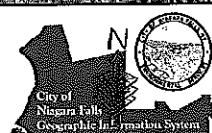
Requested Property

Willow Ave

1101 Willow Ave,
McTyre Michael

1417 11th St
Nickoloff Karl

**Project Area: Purchase Request
for 1118 Willow Avenue
by Mr. Roscoe Daugherty
of North Tonawanda, NY**



0 30 60 90

Heitch = 60 feet

ver.17.03.14

1122 Pierce Ave
Bayview Loan
Servicing LLC

1128
Piccet Ave.
named Jamil

Three Ave
George Nichols
Staron L
Three Ave

100th St. &
Drexel Ave.
Barber
Christopher S.
Piers
George

16
Ave
John C.

Disclaimer: Digital files are based on data from various sources. The City of Niagara Falls, N.Y. assumes no responsibility or legal liability for the accuracy, completeness, reliability, timeliness, or usefulness of any information presented. For interpretation, refer to the City's GIS Coordinator.



5 City of Niagara Falls, New York

P.O. Box 69, Niagara Falls, NY 14302-0069

OFFICE OF THE MAYOR
Telephone: (716) 286-4310

April 26, 2017

The City Council
Niagara Falls, New York

*RE: Extension of Agreement with Niagara Tourism & Convention Corporation
("NTCC")*

Council Members:

The City's Agreement with the NTCC expires on May 31, 2017. The NTCC's Agreement with the County of Niagara has been extended from an expiration of May 31, 2017 through May 31, 2020. The NTCC must have an agreement with the County of Niagara in order for it to enter into an agreement with the City.

Inasmuch as the NTCC and the County have entered into an agreement, it is recommended that the City extend its agreement with the NTCC through May 31, 2020. Attached is a copy of a proposed extension Agreement.

Will the Council so approve and authorize the Mayor to execute an extension Agreement in form and content satisfactory to the Corporation Counsel?

Respectfully submitted,

PAUL A. DYSTER
Mayor

MAY 01 2017

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**EXTENSION AGREEMENT
WITH
NIAGARA TOURISM AND CONVENTION CORPORATION**

THIS AGREEMENT is made and entered into the _____ day of May, 2017 by and between the City of Niagara Falls, New York, a municipal corporation (the "Municipality") and Niagara Tourism and Convention Corporation, a New York non-profit corporation ("NTCC").

WITNESSETH:

WHEREAS, the Municipality and the NTCC entered into a certain Agreement on or about February 23, 2003 to commence June 1, 2003 (the "Agreement"); and

WHEREAS, the Agreement, by its terms, was set to expire May 31, 2013 and was extended until June 18, 2014; and

WHEREAS, the Municipality and the NTCC further extended and amended the Agreement through May 31, 2017, a copy of which extension is attached hereto which includes as an attachment the Agreement; and

WHEREAS, the NTCC and the County of Niagara agreed to extend their agreement through May 31, 2020, a copy of which extension is attached hereto; and

WHEREAS, the Municipality and the NTCC desire to further extend the Agreement, as amended, through May 31, 2020; and

WHEREAS, the NTCC is and will be equipped and staffed to achieve the goals and purposes set forth in the Agreement, as amended, and will hire and retain persons and entities which are required and necessary; and

WHEREAS, the Municipality desires to engage NTCC to continue those services specified in the Agreement, as amended, through May 31, 2020; and

WHEREAS, the NTCC is willing to provide such services through May 31, 2020.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties do mutually agree as follows:

1. Extension of Term – The Municipality and the NTCC agree that the Agreement, as amended, entered into on or about February 24, 2003 to commence June 1, 2003 shall be extended from its expiration through May 31, 2020, at which time the Agreement will terminate unless otherwise agreed to be the parties hereto.

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IN WITNESS WHEREOF, the Municipality and the NTCC have executed this Agreement as of the date first written above.

CITY OF NIAGARA FALLS, NY

NIAGARA TOURISM AND
CONVENTION CORPORATION

By:

PAUL A. DYSTER, MAYOR

By:

CHAIRMAN

ATTEST: _____

CITY CLERK

NIAGARA TOURISM AND
CONVENTION CORPORATION

By:

C.E.O. / PRESIDENT

**EXTENSION AGREEMENT
WITH
THE NIAGARA TOURISM AND CONVENTION CORPORATION**

THIS AGREEMENT is made and entered into this 16th day of June, 2014, by and between the City of Niagara Falls, New York, a municipal corporation (hereinafter referred to as "Municipality"), and Niagara Tourism & Convention Corporation, a New York non-profit corporation (hereinafter referred to as the "NTCC" or by name).

WITNESSETH:

WHEREAS, the Municipality and the NTCC entered into a certain Agreement on or about February 24, 2003 to commence June 1, 2003 (the "Agreement"), a copy of which is attached hereto; and

WHEREAS, the Agreement, by its terms, was set to expire May 31, 2013 and was extended until June 18, 2014; and

WHEREAS, the Municipality and the NTCC desire to further extend the Agreement through May 31, 2017, subject to certain non-material amendments to the Agreement; and

WHEREAS, the NTCC is and will be equipped and staffed to achieve the goals and purposes set forth in the Agreement and will hire and retain persons and entities which are required and necessary; and

WHEREAS, the Municipality desires to engage NTCC to continue those services specified in the Agreement until May 31, 2017; and

WHEREAS, the NTCC is willing to provide such services until May 31, 2017.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties do mutually agree as follows:

1. **EXTENTION OF TERM** – The Municipality and the NTCC agree that the Agreement entered into on or about February 24, 2003, to commence June 1, 2003, shall be extended from its extended

expiration through May 31, 2017, at which time the Agreement will terminate.

2. BALANCE OF AGREEMENT- All other terms, provisions and conditions set forth in said Agreement shall remain in full force and effect subject to the following amendments:

- (a) Section 1(C)(2) described as "Quarterly Expenditure Reports" is hereby amended to read as follows: "Separate quarterly reports regarding expenditures for marketing, promoting, publicizing, and advertising other tourist facilities in the area. All funding sources for each expenditure shall be shown by category in the report. The expenditure reports shall be submitted to the Municipality within forty-five (45) days after the close of each quarter that this Agreement is in effect. The Contractor will make a good faith effort to work with the Municipality and report the performance for the Municipality after the close of the fourth quarter."
- (b) Section 1(C)(3) described as "Quarterly Program Performance Reports" is hereby amended to read as follows: "Quarterly reports regarding program performance shall include a comparison of the Contractor's performance during the quarter with the performance goals set forth in Section 4 of this Agreement. (ii) Quarterly reports related to the performance measures set forth in Section 4 of this Agreement. These quarterly reports shall include file audits conducted by a committee of industry and staff. The quarterly performance reports shall be submitted to the Municipality within forty-five (45) days after the end of each quarter that this Agreement is in effect."
- (c) Section 1(C)(4) described as "Yearly Audit Reports" is hereby amended to read as follows: "Yearly reports of an independent audit of the Contractor's expenditures and revenues during the previous year performed by a Certified Public Accountant in accordance with Generally Accepted Accounting Principles (GAAP) shall be submitted to the Municipality within one

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hundred eighty (180) days after the end of each fiscal year that this Agreement is in effect.

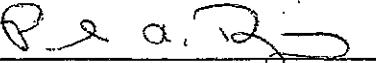
The Municipality will, through the use of an independent audit team comprised of individuals with knowledge of the industry and appropriate audit skills, conduct periodic audits of both the annual report and the performance measure outcomes to ensure credible reporting by Contractor.”

(d) Section 1(C)(5) described as “Annual Reports” is hereby amended to read as follows: “Annual reports of the outcomes of the performance measures for the previous year, including the minimum Return of Investments ratio (hereinafter “ROI”) as defined in Section 4 below. The Annual Report shall be due May 15th of each year. For purposes of compliance, the Municipality will review the Annual Report no later than June 30th and determine compliance with the ROI. These findings will be reported to Contractor, and the Municipality.”

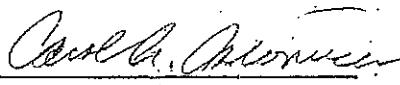
IN WITNESS WHEREOF, the Municipality and the Contractor have executed this Agreement as of the date first above written.

CITY OF NIAGARA FALLS, NEW YORK

By:


PAUL A. DYSTER, MAYOR

ATTEST:


CAROL A. JOHNSON
CITY CLERK

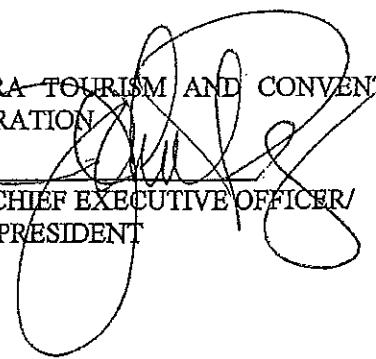
NIAGARA TOURISM AND CONVENTION
CORPORATION

By:


FRED STUMP
CHAIRMAN

NIAGARA TOURISM AND CONVENTION
CORPORATION

By:


MICHAEL J. DYSTER
CHIEF EXECUTIVE OFFICER/
PRESIDENT

5 contd

AGREEMENT WITH THE NIAGARA TOURISM AND CONVENTION CORPORATION

THIS AGREEMENT is made and entered into this 24 day of February, 2003, by and between the City of Niagara Falls, New York, a municipal corporation (hereinafter referred to as "Municipality"), and Niagara Tourism and Convention Corporation, a New York non-profit corporation (hereinafter referred to as the "Contractor" or "NTCC" or by name).

WITNESSETH:

WHEREAS, the Municipality has amended Bed Tax ordinances whereby the bed tax has been imposed on the business of lodging in the municipality which is in part designated for the purposes of advertising, publishing and promoting convention and tourist activities within the City of Niagara Falls; and

WHEREAS, the Municipality desires to acquire services to promote convention conferences, trade shows and to promote and encourage visitors to come to the City of Niagara Falls and to promote the growth of tourism in the City of Niagara Falls; and

WHEREAS, the Municipality requires the advertising, publicizing and promoting of other tourist and convention facilities within the area; and

WHEREAS, the Contractor will be equipped and staffed to achieve the goals and purposes set forth and will hire and retain persons and entities that are qualified to perform the services which are required; and

WHEREAS, the Municipality desires to engage the Contractor to render certain services in connection therewith and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES. The Contractor shall perform the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner, as determined by the Municipality, whose representative shall be the Mayor of the City of Niagara Falls or their designee.

A. Tourism. The Contractor shall promote tourism in the City of Niagara Falls. Those services may include but are not limited to visitor information services, attendance at travel/trade planner hotel and attraction conferences and meetings and responses to phone inquiries, advertising, public relations, promotions, and packaging.

B. Film Industry Facilitation and Promotion. The Contractor shall primarily provide assistance and facilitate the activities of the media and the film industry while operating within the City of Niagara Falls. In addition, the Contractor, if funds permit, shall continue its implementation of a marketing campaign which it has developed, promoting The City of Niagara Falls as a location for the producing of films and other media presentations, attracting media and the film industry to The City of Niagara Falls.

C. Reports. The Contractor shall provide to the Municipality the following:

(1) Marketing/Operational Plan. A two (2) year marketing/ operational plan with a proposed budget plan, submitted annually, that includes at a minimum: situation analysis, measurable expected outcomes, data driven rationale for strategies and budget reflecting strategies.

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Agreement

Niagara Tourism Promotion Corporation

Page 2

(2) **Quarterly Expenditure Reports.** Separate quarterly reports regarding expenditures for marketing, promoting, publicizing, and advertising other tourist facilities in the area. All funding sources for each expenditure shall be shown by category in the report. The expenditure reports shall be submitted to the Municipality within twenty (20) days after the close of each quarter that this Agreement is in effect. The Contractor will make a good faith effort to work with the municipality and report the performance for the municipality after the close of the fourth quarter.

(3) **Quarterly Program Performance Reports.** (i) Quarterly reports regarding program performance shall include a comparison of the Contractor's performance during the quarter with the performance goals set forth in Section 4 of this Agreement. (ii) Quarterly reports related to the performance measures set forth in Section 4 of this Agreement. These quarterly reports shall include file audits conducted by a committee of industry and staff. The quarterly performance reports shall be submitted to the Municipality within thirty (30) days after the end of each quarter that this Agreement is in effect.

(4) **Yearly Audit Reports.** Yearly reports of an independent audit of the Contractor's expenditures and revenues during the previous year performed by a Certified Public Accountant in accordance with Generally Accepted Accounting Principles (GAAP) shall be submitted to the Municipality within ninety (90) days after the end of each fiscal year that this Agreement is in effect.

The Municipality will, through the use of an independent audit team comprised of individuals with knowledge of the industry and appropriate audit skills, conduct periodic audits of both the annual report and the performance measure outcomes to ensure credible reporting by Contractor.

(5) **Annual Reports.** Annual reports of the outcomes of the performance measures for the previous year, including the minimum Return on Investment ratio (hereinafter "ROI") as defined in Section 4 below. The Annual Report shall be due February 1st of each year. For purposes of compliance, the Municipality will review the Annual Report no later than March 1st and determine compliance with the ROI. These findings will be reported to Contractor, and the Municipality.

D. Conduct of Services.

(1) All of the Services provided by the Contractor pursuant to this Agreement shall be in conformity with the purposes and requirements for which Hotel and Motel occupancy tax revenues may be expended as provided for in the hotel and motel occupancy tax laws as provided in Chapter 243 of the Laws of the State of New York 2002.

(2) The Contractor agrees that in providing Services under this Agreement that it shall not use the funds of the Municipality for private fund-raising activities, or in any way to benefit individuals or privately owned businesses and organizations without receipt of a product or service of adequate value in return.

E. Work Plan. For each fiscal year that this Agreement is in effect, following approval of the budget and appropriation of the funding for this Agreement by the Municipality, the parties shall enter into a Work Plan which establishes the amount of Basic Compensation (Section 3.A. below), the number of goals established as Performance Measures (Section 4. below) and other relevant matters for the upcoming fiscal year. Any and all such Work Plans executed by the parties and filed with the Niagara Falls City Clerk are incorporated herein by reference and made a part hereof.

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Agreement
Niagara Tourism Promotion Corporation
Page 3

2. CONTRACT TERM AND PERFORMANCE

A. Contract Term. The contract shall have a term of Ten (10) years, renewable annually. Each party to this agreement shall have the right to terminate its participation upon a minimum of six (6) months notice prior to the start of the upcoming calendar year.

B. Time of Performance. Services of the Contractor shall commence on June 1, 2003, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Basic Compensation. For performing the Services specified in Section 1 hereof, the Municipality agrees to pay the Contractor for each fiscal year covered by this Agreement, the amounts stated in each Work Plan incorporated herein this Agreement.

B. Funding Levels. The funding level from fiscal year 2003 through fiscal year 2013 for a ten (10) year period, pursuant to the New York State Tax Law §1202-T, as Amended shall be as follows: The City of Niagara Falls shall contribute Eighty percent (80%) of the Bed Tax revenues it collects. There will be a funding review at the beginning of the fifth year, fiscal year 2007. The funding levels may be altered during the ten-year period only after concurrence of the NTCC provided that any such concurrence will not be unreasonably withheld, and negotiations are conducted in good faith, as determined by all parties involved.

C. Method of Payment. Basic Compensation amounts shall be paid to the contractor as determined by the budgetary and fiscal guidelines of the Municipality. The Municipality shall meet with the President of NTCC at least once a quarter to review the Contractor's performance and accomplishments.

1. It is understood and agreed by the Contractor and the Municipality that the ability of the Municipality to collect and subsequently transfer Bed Tax Revenues to the Contractor shall depend on the effective date of the collection of said Bed Taxes.

A. The City of Niagara Falls shall continue to collect Bed Tax revenues as it currently does. The City of Niagara Falls will pay one-twelfth of the 80% of the projected Bed Tax collection to the Contractor on a monthly basis. During March of the following year, the City of Niagara Falls will either deduct from, or add to, the next payment of the amount necessary to cause the payments received by the Contractor to equal 80% of the actual bed tax collection for the preceding year.

B. For the remaining portion of calendar year, effective June 1, 2003, the City of Niagara Falls will pay the portion of the bed tax collections to the Contractor pursuant to section C(1)(A) above.

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Agreement

Niagara Tourism Promotion Corporation

Page 4

D. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Upon request of the Municipality, all such documentation and records pertaining in whole or in part to this Agreement shall be made available.

E. Appropriations. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the availability of Bed Tax Revenues and the Municipality making the annual appropriations necessary for the performance of this Agreement. If sufficient revenues are not available or the Municipality does not make appropriations and authorizations, this Agreement may be terminated at the end of the Municipality's then current fiscal year upon Ninety (90) days written notice given by the Municipality to the Contractor. Such event shall not constitute an event of default. All payment obligations of the Municipality and all of its interest in this Agreement will cease upon the date of termination. The Municipality's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. PERFORMANCE MEASURES.

A. Return on Investment Requirement. Contractor shall meet the Municipality's Return on Investment ("ROI") ratio of 15 to 1 annually (\$15 of direct visitor expenditure for every \$1 invested by the Municipality) as calculated in accordance with the methodology set forth in Exhibit A. In the event Contractor fails to meet the ROI requirement, Contractor will be placed on contract review for the following year. If Contractor fails to meet the ROI requirement the subsequent year, the Municipality may cancel this Agreement.

B. Performance Goals. The performance of the Contractor under this Agreement shall be measured by comparing the Contractor's actual performance with the performance goals set forth in the Work Plan. Failure of the Contractor to meet any of the performance goals may be cause for termination of this Agreement.

C. Performance Measures. Contractor shall track and report to the Municipality in accordance with Section 1.F., progress toward achieving the following performance measures. These measures will be used to calculate the total economic expenditure for inclusion in the ROI formula:

Performance Measures	Tracking Mechanisms	Target
1. ROI (total direct expenditures + \$ invested)	ROI Formula	15:1
2. Room nights booked/citywide	NTCC tracking, cross check w/Center data	Determined by NTCC via marketing plan
3. Room nights booked/non-citywide		
4. Room nights booked/sports & film		
5. Group tour bookings		
6. Leisure inquiries converted (consumer and trade)	Conversion Analysis	Supported by research/rationale
7. Destination awareness (trade and consumer)	Contract with outside resource	
8. Coop Resources Raised (in kind, marketing, alliances)	NTCC tracking	25% of total marketing budget
9. Media Coverage (scope, demographics, reach)	Clipping Service	Determined by NTCC
10. Overhead expenditures*	NTCC budget	<30%

*calculations include Finance and Administrative divisions plus support costs for the Executive division

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Agreement

Niagara Tourism Promotion Corporation

Page 5

D. Definitions. For the purposes of the performance goals set out in subparagraph A. above, the following definitions shall apply:

(1) A "definite booking" is one where written confirmation (a signed agreement or letter of intent) is received from the client and written acceptance is sent by Convention Center staff or hotel/motel staff, whichever is applicable, for specified dates and space. Canceled bookings shall not be included.

(2) A "room-night" is a booking of one local hotel or motel room for one night. Room-nights are calculated by totaling the number of nights each room at all local hotels and motels are booked for the Convention Center Event or the Non-Center activity.

E. Non-Municipal Funding. In addition to the Basic Compensation provided by the Municipality pursuant to this Agreement, the Contractor's annual income consists of funds or in-kind donations from private sources and non-municipal sources. The performance of the Contractor in soliciting such additions to its income shall be measured by comparison of the amounts collected during the contract period with the goal amount set forth in the Work Plan for the appropriate year. For purposes of this Agreement, the term "co-op resources" means the revenue enhancers or expense reducers that directly or indirectly improve the Contractor's budget in pursuit of the performance goals contained in this Agreement. In order to be counted, such must be applied to Convention Center and/or Tourism marketing activities.

5. PERFORMANCE INDICATORS. The NTCC will track the performance indicators (see below) and calculate an Average Daily Expenditure ("ADE") for the following segments: Convention center, non-center, sports, film, group tour and leisure. ADE will be calculated for overnight visitors only. These results will be used by Contractor to calculate their ROI ratios.

<i>Performance Indicators</i>	<i>Tracking Mechanisms</i>
1. Economic Impact of Tourism	Visitor Profile
2. Bed tax Collection	City Records
3. Occupancy	Smith Travel
4. ADR	Smith Travel
5. Length of Stay	Visitor Profile
6. Per-Person expenditure	Visitor Profile
7. Attraction Attendance	Compilation of Industry Records

The NTCC will report the results of tracking these performance indicators on an annual basis to the Municipality.

6. INDEPENDENT CONTRACTOR. Neither the Contractor nor its employees are considered to be employees of the Municipality for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the Municipality under the provisions of the Workers' Compensation Act of the State of New York, or to any of the benefits granted to employees of the Municipality under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5 cont

Agreement
Niagara Tourism Promotion Corporation
Page 6

7. PERSONNEL.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the Municipality.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. The Contractor shall not subcontract for the services covered by this agreement which are part and parcel to the purposes of the NTCC and its operations without the prior written approval of the Municipality. Notwithstanding, the NTCC shall have the ability to subcontract certain functions necessary for the implementation of the services covered by this agreement, such as design, layout and printing of tourism materials. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

8. INDEMNITY. The Contractor agrees to defend, indemnify and hold harmless the Municipality and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

9. INSURANCE. The Contractor shall procure and maintain at its expense until final payment by the Municipality for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New York, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the Municipality a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the City Clerk of the Municipality before a policy is cancelled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the Municipality shall be named as additional insureds. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,500,000	Per Occurrence
\$3,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire - Legal
\$ 5,000	Medical Payments

5 cont

Agreement
Niagara Tourism Promotion Corporation
Page 7

Said policy of insurance must include coverage for all operations performed for the Municipality by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. Automobile Liability Insurance. An automobile liability policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensation Act of the State of New York.

D. Increased Limits. If, during the term of this Agreement, the Municipality requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

E. Fidelity Bond. A Fidelity Bond in an aggregate amount not less than One Million Dollars (\$1,000,000.00) with the Municipality named as loss payee.

10. DISCRIMINATION PROHIBITED. In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.

11. ESTABLISHMENT AND MAINTENANCE OF RECORDS. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Municipality with respect to all matters covered by this Agreement. Except as otherwise authorized by the Municipality, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

12. AUDITS AND INSPECTIONS. Upon Ten (10) days notice to the Contractor there shall be made available to the Municipality for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Municipality to audit, examine, and make excerpts or transcripts from such records, at the cost of the Municipality and to make audits of all contracts, invoices, materials, and other data relating to matters covered by this Agreement. In addition the Contractor will allow the Municipality to conduct a sales file audit of the Contractor's records twice annually, during normal business hours, and upon reasonable notice to the Contractor. The Contractor may be required to provide such information and records and appear as a witness in hearings before the Municipalities' Board of Ethics pursuant to applicable resolutions of the Municipality.

13. PUBLICATION, REPRODUCTION AND USE OF MATERIAL. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Municipality shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. In the event that the City of Niagara Falls turns over any materials or hard assets to the NTCC, that upon the termination of this Agreement, all said assets shall be returned to the City of Niagara Falls together with any trade show memberships and/or general memberships included in asset transfers to the NTCC.

14. **COMPLIANCE WITH LAWS.** In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments.

15. **CHANGES.** The Municipality may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Municipality and the Contractor, shall be incorporated in written amendments to this Agreement.

16. **ASSIGNABILITY.** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the Municipality thereto; provided, however, that claims for money due or to become due to the Contractor from the Municipality under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be furnished promptly to the Municipality.

17. **TERMINATION FOR CAUSE.** In addition to the provisions of Section 4.A, if, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Municipality shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least sixty (60) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the Municipality, become their property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

18. **POLITICAL ACTIVITY PROHIBITED.** None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

19. **CONSTRUCTION AND SEVERABILITY.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

20. **ENFORCEMENT.** The Contractor agrees to pay to the Municipality all costs and expenses, including reasonable attorney's fees, incurred by the Municipality in the enforcement of the collection of the hotel and motel occupancy tax which are not otherwise collected through the established revenue collection mechanisms. Specifically, in the event the Municipality incur expenses other than those administrative costs as allocated in Section 1202-T of the Tax Law, said collection costs shall be the responsibility of the Contractor.

21. **SURVIVAL.** The provisions of Section 8, Indemnity, and Section 15, Audits and Inspections, of this Agreement shall survive the termination hereof and shall be in full force and effect for a period of three (3) years from the date of termination of this Agreement.

3 cont

Agreement
Niagara Tourism Promotion Corporation
Page 9

22. **AMENDMENTS.** This Agreement may be altered, amended, changed or modified as mutually agreed upon by and between the Municipality and the Contractor, and such alterations, amendments, changes or modifications shall be incorporated in written amendments to this Agreement.

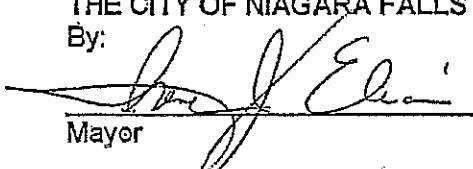
23. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

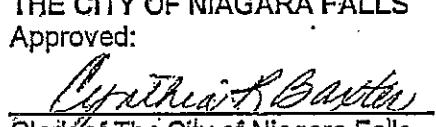
24. **APPLICABLE LAW.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, and the laws, rules and regulations of the Municipality.

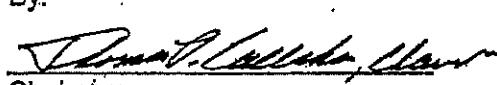
25. **APPROVAL REQUIRED.** This Agreement shall not become effective or binding until approved by the governing bodies of the Municipality and the Chief Administrative Officer of the Municipality.

26. **PUBLICATION/REPRODUCTION & USE OF MATERIALS.** Upon the termination of this Agreement, any and all assets turned over by each municipality shall be returned to the respective municipality, including, but not limited to computer hardware, software, computer internet domain names, and telephone numbers.

IN WITNESS WHEREOF, the Municipality and the Contractor have executed this Agreement as of the date first above written.

THE CITY OF NIAGARA FALLS
By:

Mayor

THE CITY OF NIAGARA FALLS
Approved:

Clerk of The City of Niagara Falls

NIAGARA TOURISM AND CONVENTION CORPORATION
By:

Chairperson

5 cont

Agreement
Niagara Tourism Promotion Corporation
Page 10

EXHIBIT A

*Calculating NTCC Direct Expenditures and ROI**

ADR = Average Daily Rate

ADE = Average Daily Expenditure (provided by the City, excluding room rate)

Group room nights booked X ADR

of delegates/visitors X days in the City of Niagara Falls X ADE

Leisure inquiries via conversion analysis (consumer and trade)

room nights generated X ADR

of visitors X days in the City of Niagara Falls X ADE

Total Direct Expenditures

Total Direct Expenditures

City Investment (% of Bed tax) = Total ROI

*Add 20% to direct expenditures in off-season. (off-season shall be November, December, January and February of each year).

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NIAGARA COUNTY LEGISLATURE

FROM: Legislators Randy R. Bradt, Dennis F. Virtuoso DATE: 04/04/17 RESOLUTION # IL-040-17
and Wm. Keith McNall

APPROVED CO. ATTORNEY	REVIEWED CO. MANAGER	COMMITTEE ACTION	LEGISLATIVE ACTION
<i>Bradt</i>			Approved: Ayes: _____ Abs. _____ Noes: 0
			Rejected: Ayes _____ Abs. _____ Noes _____
			Referred: _____

EXTENSION OF AGREEMENT WITH
NIAGARA TOURISM & CONVENTION CORPORATION

WHEREAS, an agreement exists between the County of Niagara and the Niagara Tourism and Convention Corporation (NTCC) dated February 20, 2003, wherein the NTCC services were acquired to promote convention conferences, trade shows and the growth of tourist activities within the County, and

WHEREAS, the County has enacted Bed Tax ordinances whereby a bed tax has been imposed on the business of lodging in the County, which is in part designated for the purposes of advertising, publishing and promoting convention and tourist activities within the County of Niagara, and

WHEREAS, pursuant to the New York State Tax Law §1202-T, as amended, the County under the agreement is paying NTCC for its services from the Bed Tax revenues it collects in accordance with the Niagara County Hotel Room Occupancy Tax Law, and

WHEREAS, NTCC, in consideration of the bed tax funds to be received from the County, has agreed to provide advertising, publishing and promoting of convention and tourist activities as set forth in the agreement; now, therefore, be it

RESOLVED, the County of Niagara Legislature does hereby approve an extension of the existing agreement of February 20, 2003, as modified and extended by the June, 2014 Agreement between the County of Niagara and NTCC until May 31, 2020 and the Chairman be, and hereby is, authorized to execute all documents necessary to implement the extension of said agreement after approval by the Niagara County Attorney's Office, and be it further

RESOLVED, that any and all line item transfers be approved, and be effectuated in order to provide funding to NTCC upon the signing of the extension of the agreement by all of the parties.

Randy R. Bradt
LEGISLATOR RANDY R. BRADT

Dennis F. Virtuoso
LEGISLATOR DENNIS F. VIRTUOSO

Wm. Keith McNall
LEGISLATOR WM. KEITH MCNALL

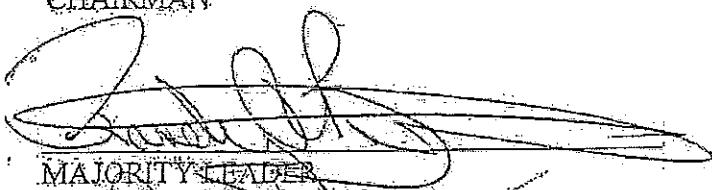
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IL-040-17
Page 2

APPROVED FOR SUBMISSION:



CHAIRMAN



MAJORITY LEADER



MINORITY LEADER

Sont

EXTENSION AGREEMENT
WITH
THE NIAGARA TOURISM AND CONVENTION CORPORATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 by and between the County of Niagara, New York, a municipal corporation (hereinafter referred to as "Municipality"), and Niagara Tourism & Convention Corporation, a New York non-profit corporation (hereinafter referred to as the "NTCC" or by name).

WITNESSETH:

WHEREAS, the Municipality and the NTCC entered into a certain Agreement dated February 20, 2003 (hereinafter referred to as "Agreement"), and

WHEREAS, the Agreement and a certain extension of that agreement will expire June 1, 2017, and

WHEREAS, the parties to that Agreement desire to extend said Agreement from the original date of its expiration through May 31, 2020, and

WHEREAS, the NTCC is equipped and staffed to achieve the goals and purposes set forth in the Agreement and has hired and retained persons and entities which are required and necessary, and

WHEREAS, the Municipality desires to engage NTCC to continue those services specified in said Agreement of February 20, 2003 until May 31, 2020, and

WHEREAS, the NTCC is willing to provide such services until May 31, 2020, and

WHEREAS, NTCC and the Municipality have agreed on certain additional terms in consideration of the above as set forth in the extension of June 13, 2014.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. **EXTENSION OF TERM** - The Municipality and NTCC agree that the Agreement dated February 20, 2003 shall be extended from the original date of its expiration through until May 31, 2020, at which time the Agreement will terminate; unless otherwise agreed to by the parties, hereto.

Sond

2. **BALANCE OF AGREEMENT** - All other terms, provisions and conditions set forth in said original Agreement and extensions thereof including, but not limited to the extension dated June 13, 2014, shall stay in full force and effect.

IN WITNESS WHEREOF, the Municipality and the Contractor have executed this Agreement as of the date first above written.

COUNTY OF NIAGARA

By:

Chairman of the Legislature

COUNTY OF NIAGARA

By:

Assistant Niagara County Attorney

NIAGARA TOURISM & CONVENTION
CORPORATION

By:

Chairman



6
TO: City Council
FROM: Niagara Falls Community Development
DATE: April 25, 2017
RE: AGENDA ITEM: Gluck Park Improvements & ADA compliment picnic tables/benches

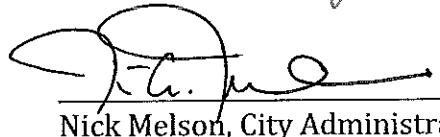
The Niagara Falls Community Development Department recommends reprogramming a total of \$53,402.83 of 2012 (\$18,402.83) and 2013 (\$35,000) United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) housing rehabilitation funds to the purchase of upgraded playground and park equipment for Gluck Park and ADA compliment picnic tables and benches for use in city parks. All equipment will be purchased through the New York State Office of General Services Playground Equipment, and Related Products Statewide Contract. Specifically, the purchase will be made via GAMETIME Playground Equipment, a qualified vendor as part of the statewide contract (NYS CONTRACT PC 66669). The equipment will be installed by the City of Niagara Falls Department of Public Works. Improvements at Gluck Park and ADA compliant park seating is consistent with the adopted 2012 Niagara Falls Parks Master Plan.

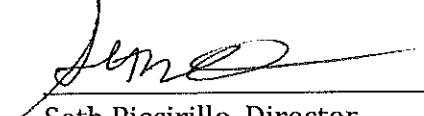
Reallocation of these housing rehabilitation funds does not negate or delay any current renovation projects. CD has selected to use funds allocated in federal fiscal years 2012 and 2013 to ensure that CDBG timeliness is met. While reallocation of this dollar amount does not require City Council action, CD is listing the item on an official agenda because improvements at Gluck Park, and ADA compliance in public spaces, have been a topic of community interest in recent weeks.

Will Council vote to approve the reallocate \$53,402.83 of HUD CDBG to the aforementioned purchases?

Respectfully submitted,


Paul A. Dyster, Mayor


Nick Nelson, City Administrator


Seth Piccirillo, Director
Community Development

RECEIVED
CITY OF NIAGARA FALLS
CITY CLERK'S OFFICE
2017 APR 26 AM 10:36
MAY 01 2017

MAY 01 2017

Grandinetti Scott Tompkins Touma Walker



TO: City Council
FROM: Niagara Falls Community Development
DATE: April 25, 2017
RE: AGENDA ITEM: Reallocation of 2015 ESG funds

The Niagara Falls Community Development Department recommends the reprogramming of \$10,000 in United States Department of Housing and Urban Development (HUD) Emergency Solutions Grant Program (ESG) funds as follows:

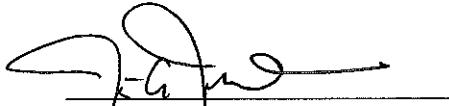
\$5,000 – YWCA Carolyn's House (street outreach)
\$5,000 – Community Missions of Niagara Frontier, Inc. (emergency shelter)

The \$10,000 allocation was originally made to The Fellowship House as a component of the approved 2015 Niagara Falls Community Development Action Plan for emergency shelter (\$5,000) and street outreach (\$5,000). Since the approval of the action plan, operation of The Fellowship House has ended. Reallocation of these funds, to two organizations that provide essential services that include emergency shelter and street outreach, is a responsible way to re-purpose these funds within ESG guidelines. It is important to note that funds can only be reallocated to other approved ESG projects within the approved action plan.

Will Council vote to approve the reallocate \$10,000 of ESG funds?

Respectfully submitted,


Paul A. Dyster, Mayor

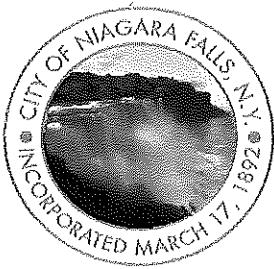

Nick Melson, City Administrator


Seth Piccirillo, Director
Community Development

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NIAGARA FALLS
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11:01:36

MAY 01 2017

Grandinetti Scott Tompkins Touma Walker



CITY OF NIAGARA FALLS

PO BOX 69, NIAGARA FALLS, NY 14302-0069
 PURCHASING DEPARTMENT
 (716) 286-4370

RECEIVED
 CITY CLERK'S OFFICE
 APR 26 2017
 14:35

TO: The Council
FROM: Mayor Paul A. Dyster
DATE: April 26, 2017
SUBJECT: Bid #2017-13 Purchase of Sodium Hypochlorite (Pools)

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

TO: Riverside Chemical Company, Inc.
 871 River Road PO Box 197
 North Tonawanda, NY 14120

FOR: The purchase of sodium hypochlorite and hydrochloric (muriatic) acid
 For City of Niagara Falls pools. \$10,997.50

Prices for each item can be referenced on the enclosed tally sheet.

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

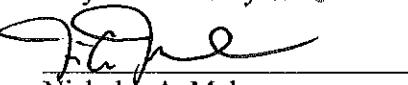
Notice that bids were to be received was advertised in the Niagara Gazette and bids were sent to five (5) vendors. Three (3) bids were received. The above referenced company submitted the lowest bid.

Funds for this expenditure are in A.7146.0200.0419.009.

Will the Council so approve?

Respectfully submitted,


 Mayor Paul A. Dyster


 Nicholas A. Melson
 City Administrator


 Douglas A. Janese, Jr.
 Purchasing Agent

Funding Approval:


 Daniel Morello
 City Controller

MAY 01 2017

GRANDINETTI _____ SCOTT _____ TOMPKINS _____ TOUMA _____ WALKER _____

BID # 2017-13
BID OPENING:

PURCHASE OF SODIUM HYPOCHLORITE (POOLS)
APRIL 25, 2017
11AM

OFFICIAL TALLY SHEET

PAGE 1 OF 1

ITEMS FOUR (4) ITEMS	Chemical Distributors, Inc. 80 Metcalfe Street Buffalo, NY 14206 (716) 856-2300	Bison Laboratories, Inc. 100 Leslie Street Buffalo, NY 14211	Riverside Chemical Co., Inc. 871 River Road PO Box 197 North Tonawanda, NY 14210 (716) 692-1350	J.C. Jones Chemical, Inc. 100 Sunny Side Blvd Caledonia, NY 14423 (585) 538-2314
1.) 4,100 gallons, more or less, sodium hypochlorite (15% solution) in 275 gallon totes:	\$1.58 per gallon	\$3.25 per gallon	\$1.42 per gallon	NO BID
NET TOTAL	\$6478.00	13,325.00	5822.00	
2.) 2,805 gallons, more or less, sodium hypochlorite (15% solution) in 55 gallon drums:	\$1.74 per gallon	\$3.25 per gallon	\$1.58 per gallon	NO BID
NET TOTAL	4880.70	9116.25	4431.90	
3.) 2,000 pounds, more or less, hydrochloric (muriatic) acid in 500 pound drums:	\$0.22 per pound	NO BID	\$0.215 per pound	NO BID
NET TOTAL	440.00	NO BID	430.00	
4.) 1,120 pounds, more or less, hydrochloric (muriatic) acid in 140 pound drums:	\$0.285 per pound	\$0.59 per pound	\$0.28 per pound	NO BID
NET TOTAL	319.20	660.80	313.60	
GRAND TOTAL	\$12,117.90	\$23,102.05	***\$10,997.50	NO BID
*** NOTES				*** All containers must be returned to RCC. RCC will pick them up.

8 cont



Sodium Hypochlorite
Jillian Onesi to: Leeann K Huey

04/25/2017 11:16 AM

Hi Leeann -

Account for sodium hypochlorite is A.7146.0200.0419.009.

Thank you,

Jillian Onesi
Administrative Assistant
Department of Public Works
City of Niagara Falls, NY



CITY OF NIAGARA FALLS

PO BOX 69, NIAGARA FALLS, NY 14302-0069

PURCHASING DEPARTMENT

(716) 286-4370

TO: The Council
FROM: Mayor Paul A. Dyster
DATE: April 26, 2017
SUBJECT: Bid #2017-16 Landscaping of Medians

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

TO: Villani's Lawn & Landscape, LLC
6405 Packard Road
Niagara Falls, NY 14304

FOR: Landscaping and maintenance of the medians along
Niagara Street, John B. Daly Boulevard, Rainbow Boulevard and the
Traffic Circle (see attached item list and prices): **\$ 59,999.44**

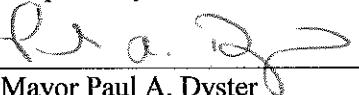
The City Purchasing Division certifies that all bids were solicited in accordance with Section 103 of the General Municipal Law.

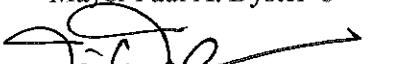
Notice that bids were to be received was advertised in the Niagara Gazette and bids were sent to fifteen (15) vendors. Two (2) bids were received. The above referenced company submitted the lowest bid. A bid was also received from Gardenville Landscape & Nursery, LLC (\$81,695.00)

Funds for these expenditures are available from casino funds.

Will the Council so approve this expenditure?

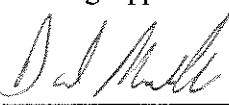
Respectfully submitted,


Mayor Paul A. Dyster


Nicholas A. Melson
City Administrator


Douglas A. Janese, Jr.
Purchasing Agent

Funding Approval:


Daniel Morello
City Controller

RECEIVED
CITY OF
NIAGARA FALLS
CITY CLERK'S OFFICE
2017 APR 25 AM 10:43

MAY 01 2017

GRANDINETTI _____ SCOTT _____ TOMPKINS _____ TOUMA _____ WALKER _____

ITEM & PRICE LIST

	Landscape Maintenance of the Shrubs, Perennial, Annual and Groundcover Beds As Set Forth in Section I of the "SCOPE OF WORK"	\$54,815.20
--	---	--------------------

Quantity	Perennials & Shrubs for Landscape Beds/Entrance Signs As Set Forth in Section II of the "SCOPE OF WORK" (Listed by common name):	Total Price
35	Sunblaze Landscape Rose (red/yellow/orange) - 2 gal	1,176.00
35	Spirea Gold Flame - 2 gal	882.00
15	Ninebark – Summer Wine - 2 gal	675.00
25	Karl Foerster Grass - 1 gal	375.00
30	Desert Plains Fountain Grass - 1 gal	450.00
16	Juniper: Bar Harbor or Emerald Sea - 2 gal	556.80
16	Russian Sage - 2 gal	307.20
17	Geranium Rozanne - 2 gal	282.24
4	Emerald Green Arborvitae (entrance sign JB Daly) – 4'	360.00
5	Vicary Golden Privet (entrance sign JB Daly) - 2 gal	120.00
	NET TOTAL PLANTS:	5,184.24

TOTAL AWARD: \$59,999.44

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CITY OF NIAGARA FALLS
OFFICE OF THE CITY CLERK

TO: City Council Members

FROM: Lisa A. Vitello
City Clerk

DATE: April 21, 2017

RE: Resolution 2017-45

Please be advised that, Mayor Paul A. Dyster, on April 18, 2017, duly approved the following:

Resolution 2017-45, relative to Amending Chapter 1328 of the Codified Ordinances by adding a new Subdivision 1328.13 Entitled "Short-Term Rental Units"

Lisa A. Vitello

Lisa A. Vitello
City Clerk

MAY 01 2017

RKF

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RESOLUTION No. 2017-

**RELATIVE TO 2017-2018 FTA SECTION 5311 FORMULA GRANTS FOR RURAL AREA
PROGRAM APPLICATION FOR NIAGARA DISCOVERY SHUTTLE**

BY:

Council Chairman Charles Walker
Council Member Kristen Grandinetti
Council Member Ezra P. Scott, Jr.
Council Member Kenny Tompkins
Council Member Andrew Touma

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NIAGARA FALLS
CITY CLERK'S OFFICE
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WHEREAS, the NYS Department of Transportation offers a Formula Grants for Rural Areas Program, under 49 U.S.C 5311, which among other things provides capital, planning, and operating assistance to support public transportation in areas with populations of less than 50,000; and

WHEREAS, the Niagara Falls National Heritage Area has begun operating the Discover Niagara Shuttle public transportation service, on a fixed route, from May through October in 2016; and

WHEREAS, the National Heritage Area does intend to secure additional Discover Niagara Shuttle buses and operate as a year-round shared-ride transportation service, and

WHEREAS, the Niagara Falls National Heritage Area seeks 5311 Formula Program funding, from the New York State Department of Transportation, in the amount of \$674,497.00 to secure the additional equipment and operating funds necessary to establish the shuttle service expansion; and

WHEREAS, the Subrecipient/Sponsor for the 5311 Formula Program Grant must be a municipality; and

WHEREAS, the City of Niagara Falls does not offer and will not provide funding associated with this grant application or its implementation; and;

WHEREAS, the Niagara Falls National Heritage Area is fully responsible to provide \$296,193 of matching funds under this grant application, or any amount otherwise required or associated with the execution of the application for funding and/or the implementation of the grant award; and

WHEREAS, the City of Niagara Falls, as grant subrecipient, is agreeing to act as a pass-through between the NYS-DOT and the Niagara Falls National Heritage Area only;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Niagara Falls, New York that it hereby approves this application to the New York State Department of Transportation and authorizes the Mayor to act on behalf of the City in all matters related to this project and is further authorized to execute any and all documentation related to this project.

MAY 01 2017

Grandinetti _____ Scott _____ Tompkins _____ Touma _____ Walker _____