



City of Kingston Finance and Audit Committee
Meeting Agenda
Thursday, January 24, 2019
6:30 PM

NEW BUSINESS

OPRHP Forsyth Park Budget Transfer

Suggested Action: Transfer funds for the Forsyth Park grant

[2019-1-7 Letter to Common Council for OPRHP Forsyth Park Budget Transfers.pdf](#)

[Committee Report-FIN Budget Transfer OPRHP Forsyth Park.docx](#)

OPRHP RTP Kingston Waterfront Empire State Trail Improvements Project - Execute and Expend Funds Resolution

Suggested Action: Adopt execute and expend funds resolution

[2019-1-7 Letter to Common Council for OPRHP RTP 2017 Execute & Expend.pdf](#)

[DRAFT Resolution-Execute & Expend Funds-OPRHP RTP 2017 .docx](#)

FEMA Grant Resolutions

Suggested Action: Adopt execute and expend funds resolutions for two FEMA grants

[2019-1-7 Letter to Common Council for FEMA Execute and Expend.pdf](#)

[DRAFT Committee Report-FIN - Execute & Expend - FEMA LIGHTHOUSE.docx](#)

[DRAFT Committee Report-FIN - Execute & Expend - TR GALLO PARK.docx](#)

[DRAFT Resolution-Execute & Expend-FEMA LIGHTHOUSE.docx](#)

[DRAFT Resolution-Execute & Expend-FEMA TR GALLO PARK.docx](#)

Communication- Industrial Development Agency

[Communications- IDA 1-4-19.pdf](#)

Communication- Bus Merger

[Communications- bus merger 1-4-19.pdf](#)

dissolution of Citibus

[Draft Resolution City of Kingston Common Council Authorization to Procee....docx](#)

Memorandum of agreement City of Kingston and County of Ulster transit

[City of Kingston - Draft MOU - 01.23.19 - clean.docx](#)

Microphone System

[Late Communication- Microphones 1-23-19.pdf](#)

Request to amend bond ordinance

[Bond Ordinance Request.pdf](#)

Home Rule Request

[Home Rule Resolution.docx](#)

1 OLD BUSINESS

1.a. Pike Plan Repair

[20190122111315.pdf](#)

Finance and Audit Committee Agenda Item Report

Meeting Date: January 24, 2019

Submitted by: Dee Sills

Submitting Department: Community and Economic Development

Item Type: Budget Transfer

Agenda Section:

Subject:

OPRHP Forsyth Park Budget Transfer

Suggested Action:

Transfer funds for the Forsyth Park grant

Attachments:

[2019-1-7 Letter to Common Council for OPRHP Forsyth Park Budget Transfers.pdf](#)

[Committee Report-FIN Budget Transfer OPRHP Forsyth Park.docx](#)



CITY OF KINGSTON
OFFICE OF GRANTS MANAGEMENT

Steven T. Noble, Mayor

Kristen E. Wilson, Director

January 7, 2019

Honorable James L. Noble, Jr.
President/Alderman-at-Large
Kingston Common Council
420 Broadway
Kingston, NY 12401

Re: Budget Transfers for Services Provided by Contractors Funded by the OPRHP Forsyth Park Grant

Dear President Noble,

This is a request for placement on the agenda of the next appropriate Committee, expected to the Finance and Audit Committee, to discuss budget transfers to pay contractors that have performed services to complete the OPRHP funded Forsyth Park grant project.

Resolutions 54 and 171 of 2015 authorize the Mayor to execute documents and expend funds for the grant projects, and there are still grant funds available to reimburse these expenses and for the project's completion. We are requesting a budget transfer of \$52,306.94 from A1 7110 23 43389 to A1 7110 13 5301 to cover expenses for the project.

Please feel free to contact me with any questions regarding the project. Thank you for your consideration.

Sincerely,

Kristen E. Wilson

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION _____
ZONING _____

TRANSFER X _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT Office of Economic and Community Development DATE 1/7/2019

Description: Transfer funds in the amount of \$52,306.94 in the 2018 Parks and Recreation budget to pay contractors that have completed the Forsyth Park grant. Reimbursement will come from funding provided by a OPRHP grant contract #C142737 for \$304,354.00.

From:
Parks and Recreation Account: A1 7110 23 43389

To:
Parks and Recreation Account: A1 7110 13 5301

Estimated Financial Impact: \$0 Signature _____

Motion by _____

Seconded by _____

Action Required:

SEQRA Decision:
Type I Action _____
Type II Action _____
Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman		
Reynolds Scott-Childress Ward 3		
Anthony Davis, Ward 6		
Patrick O'Reilly, Ward 7		
Steven Schabot, Ward 8		

Finance and Audit Committee Agenda Item Report

Meeting Date: January 24, 2019

Submitted by: Dee Sills

Submitting Department: Community and Economic Development

Item Type: Proposed Resolution

Agenda Section:

Subject:

OPRHP RTP Kingston Waterfront Empire State Trail Improvements Project - Execute and Expend Funds Resolution

Suggested Action:

Adopt execute and expend funds resolution

Attachments:

[2019-1-7 Letter to Common Council for OPRHP RTP 2017 Execute & Expend.pdf](#)

[DRAFT Resolution-Execute & Expend Funds-OPRHP RTP 2017 .docx](#)



CITY OF KINGSTON
OFFICE OF GRANTS MANAGEMENT

Steven T. Noble, Mayor

Kristen E. Wilson, Director

January 7, 2019

Honorable James L. Noble, Jr.
President/Alderman-at-Large
Kingston Common Council
420 Broadway
Kingston, NY 12401

Re: Execute and Expend Resolution for the OPRHP Recreational Trails Program grant for the Kingston Waterfront Empire State Trail Improvements Project

Dear President Noble,

This is a request for placement on the agenda of the next appropriate Committee, expected to be the Finance and Audit Committee, to discuss the adoption of an execute and expend funds resolution for the Kingston Waterfront Empire State Trail Improvements Project.

Please feel free to contact me with any questions regarding the project. Thank you for your consideration.

Sincerely,

Kristen E. Wilson

RESOLUTION ____ of 2019

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO EXPEND FUNDS IN THE FIRST INSTANCE FOR THE RECREATIONAL TRAILS PROGRAM GRANT AWARDED IN 2017 FROM THE OFFICE OF PARKS, RECREATION, AND HISTORIC PRESERVATION FOR THE KINGSTON WATERFRONT EMPIRE STATE TRAIL IMPROVEMENTS PROJECT

Sponsored by: Finance and Audit Committee Aldermen: Koop Chairman
Scott-Childress, Schabot, O'Reilly, Davis

WHEREAS, the City of Kingston has been awarded a Recreational Trails Program grant in the amount of \$178,000 from the Office of Parks, Recreation, and Historic Preservation for the Kingston Waterfront Empire State Trail Improvements Project; and

WHEREAS, the matching funding requirements of \$44,500 are expected through in-kind donations, force account, bond, another grant, and private contributions; and

WHEREAS, there are specific requirements and regulations governing the expenditure of these funds; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 as Type II.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. Administration of all funds under these grants will be in accordance with all terms and conditions contained in guidelines provided by the NYS Office of Parks, Recreation, and Historic Preservation.

SECTION 2. The Mayor of the City of Kingston is hereby authorized to accept funds and directed to execute any and all related documents from the NYS Office of Parks, Recreation, and Historic Preservation in accordance with the provisions of the Recreational Trails Program.

SECTION 3. The Mayor of the City of Kingston is hereby authorized to expend funds in the first instance under the terms of the Kingston Waterfront Empire State Trail Improvements Project Contract.

SECTION 4. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day
of _____ 2019

Approved by the Mayor this ____ day
of _____ 2019

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2019

Finance and Audit Committee Agenda Item Report

Meeting Date: January 24, 2019

Submitted by: Dee Sills

Submitting Department: Community and Economic Development

Item Type: Proposed Resolution

Agenda Section:

Subject:

FEMA Grant Resolutions

Suggested Action:

Adopt execute and expend funds resolutions for two FEMA grants

Attachments:

[2019-1-7 Letter to Common Council for FEMA Execute and Expend.pdf](#)

[DRAFT Committee Report-FIN - Execute & Expend - FEMA LIGHTHOUSE.docx](#)

[DRAFT Committee Report-FIN - Execute & Expend - TR GALLO PARK.docx](#)

[DRAFT Resolution-Execute & Expend-FEMA LIGHTHOUSE.docx](#)

[DRAFT Resolution-Execute & Expend-FEMA TR GALLO PARK.docx](#)



CITY OF KINGSTON
OFFICE OF GRANTS MANAGEMENT

Steven T. Noble, Mayor

Kristen E. Wilson, Director

January 7, 2019

Honorable James L. Noble, Jr.
President/Alderman-at-Large
Kingston Common Council
420 Broadway
Kingston, NY 12401

Re: Execute and Expend Resolutions for the FEMA Gallo Park and Lighthouse Grants

Dear President Noble,

This is a request for placement on the agenda of the next appropriate Committee, expected to be the Finance and Audit Committee, to discuss the adoption of execute and expend funds resolutions for two FEMA grants to repair and restore city assets at TR Gallo Park and at the Lighthouse that were damaged by Hurricane Sandy.

Please feel free to contact me with any questions regarding the project. Thank you for your consideration.

Sincerely,

Kristen E. Wilson

THE CITY OF KINGSTON COMMON COUNCIL

**FINANCE AND AUDIT
COMMITTEE REPORT**

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____ AUTHORIZATION <u> X </u> _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER _____ BONDING REQUEST _____ OTHER _____

DEPARTMENT Office of Grants Management DATE _____

Authorizing the Mayor to execute any and all related documents for a FEMA public assistance grant in the amount of \$401,736.47 for the Rondout Lighthouse II Restoration Project.

Authorizing the Mayor to expend funds in the first instance under the terms of the Rondout Lighthouse II Restoration Project Contract #3972706.

Estimated Financial Impact \$0 Signature _____

Motion by _____

Seconded by _____

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action X _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman		
Reynolds Scott-Childress Ward 3		
Anthony Davis, Ward 6		
Steven Schabot, Ward 8		
Patrick O'Reilly Ward 7		

THE CITY OF KINGSTON COMMON COUNCIL

**FINANCE AND AUDIT
COMMITTEE REPORT**

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____ AUTHORIZATION <u> X </u> _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER _____ BONDING REQUEST _____ OTHER _____

DEPARTMENT Office of Grants Management DATE _____

Authorizing the Mayor to execute any and all related documents for a FEMA public assistance grant in the amount of \$628,520 for the TR Gallo Park & Marina Restoration Project.

Authorizing the Mayor to expend funds in the first instance under the terms of the TR Gallo Park and Marina Restoration Project Contract #3972707.

Estimated Financial Impact \$0 Signature _____

Motion by _____

Seconded by _____

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action X _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman		
Reynolds Scott-Childress Ward 3		
Anthony Davis, Ward 6		
Steven Schabot, Ward 8		
Patrick O'Reilly Ward 7		

RESOLUTION ____ of 2019

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL RELATED DOCUMENTS AND TO EXPEND FUNDS IN THE FIRST INSTANCE FOR A FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLIC ASSISTANCE GRANT IN THE AMOUNT OF \$401,736.47 FOR THE RONDOUT LIGHTHOUSE II RESTORATION PROJECT.

Sponsored by: Finance and Audit Committee Aldermen Koop, Scott-Childress, Davis, O'Reilly, Schabot.

WHEREAS, in 2014 , the City of Kingston was awarded Public Assistance Grant 3972706 in the amount of \$401,736.47 from FEMA for the Rondout Lighthouse II Restoration Project; and

WHEREAS, the 10% matching funding requirement of \$40,173.65 is expected through reimbursement by the New York Division of Homeland Security and Emergency Services; and

WHEREAS, there are specific requirements and regulations governing the expenditure of these funds; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 as Type II.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. Administration of all funds under this grant will be in accordance with all terms and conditions contained in guidelines provided by FEMA and the NYDHSES.

SECTION 2. The Mayor of the City of Kingston is hereby authorized and directed to execute any and all related documents and to expend the funds from FEMA for the public assistance grant in the amount of \$401,736.47 for the Rondout Lighthouse II Restoration Project.

SECTION 3. The Mayor of the City of Kingston is hereby authorized to expend funds in the first instance under the terms of the Rondout Lighthouse II Restoration Project Contract #3972706.

SECTION 4. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day
of _____ 2019

Approved by the Mayor this ____ day
of _____ 2019

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2019

RESOLUTION ____ of 2019

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL RELATED DOCUMENTS AND TO EXPEND FUNDS IN THE FIRST INSTANCE FOR A FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLIC ASSISTANCE GRANT IN THE AMOUNT OF \$628,520 FOR THE TR GALLO PARK & MARINA RESTORATION PROJECT.

Sponsored by: Finance and Audit Committee Aldermen Koop, Scott-Childress, Davis, O'Reilly, Schabot.

WHEREAS, in 2014 , the City of Kingston was awarded Public Assistance Grant 3972707 in the amount of \$628,520 from FEMA for the TR Gallo Park and Marina Restoration Project; and

WHEREAS, the 10% matching funding requirement of \$62,852 is expected through reimbursement by the New York Division of Homeland Security and Emergency Services; and

WHEREAS, there are specific requirements and regulations governing the expenditure of these funds; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 as Type II.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

SECTION 1. Administration of all funds under this grant will be in accordance with all terms and conditions contained in guidelines provided by FEMA and the NYDHSES.

SECTION 2. The Mayor of the City of Kingston is hereby authorized and directed to execute any and all related documents and to expend the funds from FEMA for the public assistance grant in the amount of \$628,520 for the TR Gallo Park and Marina Restoration Project.

SECTION 3. The Mayor of the City of Kingston is hereby authorized to expend funds in the first instance under the terms of the TR Gallo Park and Marina Restoration Project Contract #3972707.

SECTION 4. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day
of _____ 2019

Approved by the Mayor this ____ day
of _____ 2019

Elisa Tinti, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2019

Finance and Audit Committee Agenda Item Report

Meeting Date: January 24, 2019

Submitted by: Dee Sills

Submitting Department: Mayor

Item Type: Proposed Resolution

Agenda Section:

Subject:

Communication- Industrial Development Agency

Suggested Action:

Attachments:

[Communications- IDA 1-4-19.pdf](#)

CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

Steven T. Noble
Mayor



January 4, 2019

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York 12401

Dear President Noble,

As part of my overall economic development agenda, we have been working to create new, living wage jobs in our community and have used a variety of tools to do so. We have successfully worked with various entities and organizations that have partnered with us to demonstrate the high quality of life, diverse population, skill sets, and available space, which have allowed us to work on creating a new economy here in Kingston.

In an effort to make sure that we have all the tools available to us, I believe it is important that the City of Kingston work with our partners in the state legislature to create our own Industrial Development Agency (IDA). Currently, the County IDA is going through a change in leadership and management, and may have different priorities than us here in Kingston.

I would ask the council to respectfully request home-rule legislation be prepared and carried for the City, in an effort to create the City IDA.

Thank you for your assistance in this matter.

Respectfully Submitted,

Steven T. Noble
Mayor

Finance and Audit Committee Agenda Item Report

Meeting Date: January 24, 2019

Submitted by: Dee Sills

Submitting Department: Mayor

Item Type: Proposed Resolution

Agenda Section:

Subject:

Communication- Bus Merger

Suggested Action:

Attachments:

[Communications- bus merger 1-4-19.pdf](#)

CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

Steven T. Noble
Mayor



January 4, 2019

Mr. James L. Noble, Jr.
Alderman-At-Large
President of the Common Council
Kingston City Hall
420 Broadway
Kingston, New York 12401

Dear President Noble,

Since 2016, I have been working with the County, the Common Council, Citibus and the community to integrate our two bus systems to have one unified system, to provide a more efficient and robust service within the City for our residents. We have had fruitful conversations with the County, which have led to reaching an agreement.

I would ask that this agenda item be placed on the upcoming Finance committee agenda. I look forward to discussing this matter with the members of the council.

Respectfully Submitted,

Steven T. Noble
Mayor

Finance and Audit Committee Agenda Item Report

Meeting Date: January 24, 2019

Submitted by: Elisa Tinti

Submitting Department: Mayor

Item Type: Proposed Resolution

Agenda Section:

Subject:

dissolution of Citibus

Suggested Action:

Attachments:

[Draft Resolution City of Kingston Common Council Authorization to Procee....docx](#)

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK
AUTHORIZING THE DISSOLUTION OF CITIBUS TRANSIT SERVICE IN THE CITY AND
ENTERING INTO AN AGREEMENT WITH ULSTER COUNTY TO PROVIDE EXPANDED
TRANSIT SERVICE IN THE CITY OF KINGSTON AND APPROPRIATING FUNDS
THEREFORE.

Sponsored by: Public Safety/General Government Committee
Alderman: Schabot, Ventura Morell, Scot -Childress, Worthington, Shaut

WHEREAS, the City operates a public transportation system known as the "CitiBus" which is partially funded by federal and state subsidies; and

WHEREAS, CitiBus ridership has declined by over 35% between 2004 and 2017, and there is difficulty in filling driver positions, as well as the need to commit to significant capital investments in the near future; and

WHEREAS, the City has struggled to meet its Federal and State grant obligations given system size and limited funding available for administration and oversight; and

WHEREAS, the Citibus offers service to various destinations within Ulster County outside the City limits that are important destinations for transit users to meet their everyday needs; and

WHEREAS, the County currently operates a public transportation system known as Ulster County Area Transit (hereafter "UCAT") which receives federal and state subsidies; and

WHEREAS, UCAT provides services within the City that assist in making connections to important destinations for city residents; and

WHEREAS, the County and the City, as part of the sales tax agreement signed in 2016, agreed in principle and in the spirit of cooperation, to seek to facilitate a single public transit system within the County operated by the County, so long as such a system did not result in any additional cost to the County and that such a system would be in compliance with all federal and state grants that each entity has received or expect to receive for transit services; and

WHEREAS, the City is desirous of taking steps to ensure that there is adequate public transportation for the residents of the City as part of any decision to discontinue the Citibus transit service and to move to a single public transit system; and

WHEREAS, to inform decisions related to establishing single transit provider operated by the County, the City and the County requested the Ulster County Transportation Council (hereinafter, the "UCTC"), to develop an Ulster County Transit Systems Integration Plan (hereinafter, the "Plan"); and

WHEREAS, the Plan, has identified the steps necessary to ensure compliance with federal and state requirements associated with moving to a single transit provider. In addition, the Plan, with input from the public, proposed the creation of new optimized bus routes and demand response areas throughout the City to ensure that critical destinations and sensitive populations would be served should the City be unable to sustain or desire to discontinue its transit operations; and

WHEREAS, based on the Plan, the County is prepared to expand UCAT's bus service within the City in consideration of mutual promises, conditions and representations; and

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK
AUTHORIZING THE DISSOLUTION OF CITIBUS TRANSIT SERVICE IN THE CITY AND
ENTERING INTO AN AGREEMENT WITH ULSTER COUNTY TO PROVIDE EXPANDED
TRANSIT SERVICE IN THE CITY OF KINGSTON AND APPROPRIATING FUNDS
THEREFORE.

WHEREAS, the County using UCAT will create three (3) optimized City routes as well as demand response areas subject to future modifications based on input from the City and users of the system; and

WHEREAS, the Plan, as part of the service analysis, specifically identified sensitive populations and locations as outlined in the Federal Transit Administration Title VI requirements to ensure that these populations would not be adversely affected by the proposed route changes; and

WHEREAS, the proposed routes would enhance service to many areas of the City to ensure that a disproportionate burden on minority, Hispanic, low-income, or Limited English Proficiency (LEP) populations does not occur; and

WHEREAS, in anticipation of initiating bus service within the City, the County and the City will make any needed budget appropriations in their 2019 operating budgets to allow the County to expand service within the City, and

WHEREAS, the City and the County are coordinating with the Federal Transit Agency (FTA) and the New York State Department of Transportation (NYSDOT) to ensure that the necessary requirements are met; and

WHEREAS, the City has identified the federal assets that it now holds that would be transferred to Ulster County to assist in providing expanded transit service in the City by the County; and

WHEREAS, the City and the County have developed an Memorandum of Agreement (MOA) to effectuate the transit service changes now proposed; and

WHEREAS, the MOA anticipates that the County would provide expanded transit service within the City beginning on or about July 1, 2019; and

WHEREAS, the MOA provides for initial funding from the City in the amount of One Hundred Twelve Thousand (\$112,500.00) Dollars, for 2019 and thereafter Two Hundred Twenty Five Thousand and 00/100, (\$225,000.00) Dollars, annually for a period of Five (5) years,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AS FOLLOWS:

RESOLVED, that the Common Council of the City of Kingston hereby approves the dissolution of the transit service in the City of Kingston beginning on or about July 1, 2019 in accordance with the MOA: and be it further

RESOLVED, that the Common Council of the City of Kingston hereby authorizes the City of Kingston to pay in the 2019 funding amount included in the MOA upon initiation of the expanded service by the County; and be it is further

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK
AUTHORIZING THE DISSOLUTION OF CITIBUS TRANSIT SERVICE IN THE CITY AND
ENTERING INTO AN AGREEMENT WITH ULSTER COUNTY TO PROVIDE EXPANDED
TRANSIT SERVICE IN THE CITY OF KINGSTON AND APPROPRIATING FUNDS
THEREFORE.

RESOLVED, that the Mayor of the City of Kingston be and is hereby authorized to execute all necessary Agreements, certifications or requests from the FTA, NYSDOT, or the County to effectuate the dissolution of the transit service by the City and the initiation of expanded service by the County; and be it further

RESOLVED, that in addition to the Mayor, the following municipal titles: Superintendent of Public Works, City Comptroller, and Director of Public Transit, are also hereby authorized to execute any necessary Agreements or certifications on behalf of the City with the FTA, NYSDOT and the County in connection with the advancement or approval of the above action.

this Resolution shall take effect immediately.

DRAFT

Finance and Audit Committee Agenda Item Report

Meeting Date: January 24, 2019

Submitted by: Elisa Tinti

Submitting Department: Mayor

Item Type: Proposed Resolution

Agenda Section:

Subject:

Memorandum of agreement City of Kingston and County of Ulster transit

Suggested Action:

Attachments:

[City of Kingston - Draft MOU - 01.23.19 - clean.docx](#)

MEMORANDUM OF AGREEMENT
Expansion of Ulster County Public Transit System
Between
CITY OF KINGSTON
and
COUNTY OF ULSTER

This Memorandum of Agreement (hereinafter "MOA") between the **CITY OF KINGSTON**, a municipal corporation of the State of New York with its offices at 420 Broadway, Kingston, New York 12401 (**hereinafter "City"**) and **COUNTY OF Ulster**, a municipal corporation of the State of New York with its offices at 244 Fair Street, Kingston, New York 12401, (**hereinafter "County"**),

WITNESSETH:

WHEREAS, the City operates a public transportation system known as the "CitiBus" which is partially funded by federal and state subsidies; and

WHEREAS, CitiBus ridership has declined by over 35% between 2004 and 2017 and there is difficulty in filling driver positions, as well as the need to commit to significant capital investments in the near future; and

WHEREAS, the City has struggled to meet its Federal and State grant obligations given the limited personnel available for administration and oversight; and

WHEREAS, the City's three (3) main bus routes carry passengers to various destinations outside the City limits but within Ulster County, and these are important destinations for riders to meet their everyday needs; and

WHEREAS, in response to the difficulties associated with the City's transit system, the County and the City, as part of an agreement for sales tax distribution dated June 13, 2016 (the "Sales Tax Agreement"), agreed in principle and in the spirit of cooperation to seek to facilitate a single public transit system within the County operated by the County, so long as such a system does not result in any additional cost to the County and that such a system would be in compliance with all federal and state grants that each entity has received or expect to receive for transit services; and

WHEREAS, the City's administration is desirous of taking steps to ensure that there

is adequate public transportation for the residents of the City as part of any decision to discontinue the Citibus transit service and to move to a single public transit system; and

WHEREAS, the County currently operates a public transportation system known as Ulster County Area Transit (hereafter "UCAT") which receives federal and state subsidies; and

WHEREAS, in anticipation of moving to a single transit provider operated by the County, the Ulster County Transportation Council (hereinafter, the "UCTC"), beginning in 2016, undertook to develop an Ulster County Transit Systems Integration Plan (hereinafter, the "Plan") that identified the steps necessary to ensure compliance with federal and state requirements associated with moving to a single transit provider. In addition, the Plan, with input from the public, proposed the creation of new optimized bus routes and demand response areas throughout the City to ensure that critical destinations and sensitive populations would be served should the City be unable to sustain or desire to discontinue its transit operations; and

WHEREAS, based on the Plan, the County is prepared to expand UCAT's bus service within the City in consideration of the mutual promises, conditions and representations made herein; and

WHEREAS, in anticipation of expanding service into the City and utilizing the results of the Plan, UCAT will create three (3) optimized City routes as well as demand response areas, along with time schedules (Appendix A), to be subject to future modification(s) pursuant to the provisions of Section 3.05(a) herein and in accordance with any funding requirements outlined in Section 1.02 below; and

WHEREAS, the Plan, as part of the service analysis, specifically identified sensitive populations and locations as outlined in the Federal Transit Administration Title VI requirements to ensure that these populations would not be adversely affected by the proposed route changes; and

WHEREAS, the proposed routes would enhance service to many areas of the City to ensure that a disproportionate burden on minority, low-income, or Limited English Proficiency populations does not occur; and

WHEREAS, in anticipation of initiating bus service within the City, the County and the City will make the needed budget appropriations in their 2019 operating budgets to allow the County to expand its city-wide bus service beginning on or about July 1, 2019, and

WHEREAS, the County hereby agrees to expand its public transportation system

to provide bus service to the residents of the City upon the City transit service ceasing to operate.

NOW, THEREFORE, the parties hereto set forth their understanding of this undertaking as follows:

Article I: GENERAL

Section 1.01 Legal Requirements

The County agrees to expand UCAT service within the City on or about July 1, 2019. Accordingly, in expectation of that event, the City and the County agree to:

- (a) Assign appropriate staff to oversee the expansion of UCAT into the City, and obtain the approval of the Federal Transit Administration (hereinafter "FTA") and the New York State Department of Transportation (hereinafter "NYSDOT") as may be required; and
- (b) Provide to each other and to the FTA and NYSDOT, complete information and data regarding the administration, operation, and finances of the respective transit systems of County and City; and
- (c) Enter into any additional agreements as may be required to effect the release of business records between County, City, FTA and NYSDOT; and
- (d) Provide such indemnification and hold harmless agreements or other written assurances as may be required to effect the expansion of UCAT and the elimination of Citibus, and
- (e) Assist city employees, displaced by the elimination of Citibus, with finding alternate employment opportunities with UCAT, the City or the County.

Section 1.02 Funding

The City acknowledges that it has been awarded various funds for its Citibus Transit System from both federal and state sources including but not limited to the Urbanized Area Formula Funding Program 5307 and 5339 funds, New York State Accelerated Transit Capital as well as the State's Public Transportation Modernization and Enhancement Program funds. The City agrees that, to the extent that these federal and state funds are not needed or cannot be utilized to reimburse the City for costs already incurred in the operation of its transit system, regardless of when the City receives the funds, that any remaining funds will, if permitted by the funding source, be made available for use by the County to offset costs for operation of its expanded transit service in the City as soon as practicable.

Section 1.03 Cooperation

- (a) The City and the County shall mutually assist each other in matters involving the expansion of UCAT. The County and the City shall maintain a good working relationship with the FTA and NYSDOT at all times, including preparing and providing information requested by FTA and/or NYSDOT about each municipality's transit system in a complete and timely manner.
- (b) The City and the County shall each be informed in advance of all meetings or hearings convened by FTA, NYSDOT, CITY or COUNTY in regard to their respective transit systems and the City and the County shall each be entitled to participate in any such meetings. The Parties shall also, upon request of the other party and without any consideration, attend any meetings between the FTA or NYSDOT with regard to the discontinuance of Citibus service and/or the expansion of UCAT service within the City.
- (c) Each party will use all reasonable efforts to maintain the confidentiality of all appropriate information of the other party regarding the operations of the transit system and to prevent the unauthorized disclosure and dissemination of any confidential information to any person or entity. Public records requests pursuant to FOIL shall be documented and submitted to the City's and the County's authorized representatives and designees immediately upon receipt, in order to proceed with the timely review of the requested records in accordance with Article 6 of the Public Officers Law.

Section 1.04 Indemnifications

The County and the City are not agents or representatives of the other and neither party shall represent itself as such. No agreement made by any one party shall bind or create a contractual relationship with the other party without the express written consent and approval of the other party.

Article II. CITY REPRESENTATIONS

Section 2.01 Power and Authority

The City has the necessary power and authority to enter into and perform its duties under this MOA. Complete elimination of the City transit system would only occur through the disposition of assets as set forth in Section 2.04 of this MOA, which will require approval of the Common Council, which the City will obtain prior to discontinuing Citibus services as such assets are necessary for UCAT to expand its service in the City.

Section 2.02 Impediments

- (a) The City represents that there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body pending or threatened in writing against or affecting City with respect to City's operation of the Citibus system or any basis thereof, wherein an unfavorable decision, ruling or finding would materially, adversely affect the transaction contemplated hereby, or which in any way would adversely affect the validity or enforceability of this MOA and any subsequent agreement.
- (b) The City represents that existing obligations and commitments of City do not conflict with this MOA and do not adversely affect its ability to fulfill its obligations under this MOA and any subsequent agreement. City further represents that it will address in a timely manner any future obligations or commitments that may conflict with this MOA or any subsequent agreement.
- (c) The City expressly agrees that it shall retain any and all liabilities and that the County will not assume any liabilities in respect to the City's violation of any environmental laws, environmental permits, and/or releases of hazardous material in each case to the extent arising out of or otherwise related to acts or omissions occurring or caused prior to the date that the City ceases operation of its Citibus system, or the ownership, occupancy, or operation by the City of its Transit Garage or any other real property used by the City in its operation of the Citibus system.
- (d) The City expressly agrees that it shall retain any and all liabilities and that the County will not assume any liabilities for severance (if any) payable to any City employee in the event of termination of such employees.
- (e) The City expressly agrees that the County shall not assume any liabilities and or costs associated with any pending or threatened action or proceeding or claim to the extent that arising out of, relating to or otherwise in respect to the City's operation of the Citibus system prior to the date that the City ceases operation of its Citibus system.
- (f) Except as disclosed to County, to the best of its knowledge, City is not in violation of any law, order, rule or regulation applicable to any facility or program operated, maintained or managed by City the violation of which would adversely affect the parties' performance of this MOA and any subsequent agreement.

Section 2.03 Responsibilities

- (a) The City shall be responsible for any reporting, accounting and filing requirements of the FTA and/or NYSDOT associated with the City's bus service.

- (b) The City shall support resolutions as needed by UCTC to assign all unobligated past federal and state funding including but not limited to: Urbanized Area Formula Funding Program Section 5307, 5340, and 5339 funding to the County and shall support the County's need for this funding in the future to provide expanded transit service in the City.
- (c) The City shall provide the County with resolutions of authorization and letters of support as may be required to assist County with regard to performance of its obligations under this MOA and any subsequent agreements.

Section 2.04 Asset Disposal

Upon the request of County and approval by the Common Council, the City shall transfer federally and/or state funded City assets previously approved by the County as set forth in the City of Kingston Assets, Proposed Disposal and Depreciation Schedule ("Disposal Plan") (**Appendix C**), which are currently used to provide public transportation in the City to the County without compensation, subject to approval of the FTA and NYSDOT. The availability of these assets is critical to the ability of the County to expand service and such assets shall be made available to the County at the time of the expansion of the service by UCAT.

Section 2.05 Transit Capital and Operating Fund

Within **sixty (60)** days of the initiation of expanded service in the City by the County, the City shall provide the County a one-time payment of **One Hundred Twelve Thousand, Five Hundred (\$112,500.00) Dollars**, and thereafter the City, beginning on the first of the year after the initiation of the expanded UCAT service and lasting for a period of **Five (5) years**, shall pay the County **Two Hundred Twenty-Five Thousand and 00/100, (\$225,000.00) Dollars**, annually to support UCAT's expanded transit service within the City. Such payments shall be made in equal quarterly installments by the 10th day of the following month after the end of each quarter. The County shall have the right to withhold and utilize funding due the City as part of the Sales Tax Agreement to provide this expanded service should the required payments not be received by the County.

Section 2.06 Transit Garage

The City and the County acknowledge that the ability of the County to provide expanded transit services within the City by UCAT may be hindered absent the ability to immediately provide adequate safe storage for transit assets necessary for

this service. Accordingly, the City, if requested by the County, shall make available to UCAT the area within its garage facilities currently used to house buses for a period of five (5) years to enable the County to establish its own necessary transit facilities to provide for the expanded service within the City. The City and County shall agree upon the cost associated with the use of these facilities which shall be reasonable and documented so as to be eligible for reimbursement using federal or state funding sources.

Article III. COUNTY REPRESENTATIONS

Section 3.01 Power and Authority

The County has the necessary power and authority to enter into and perform its duties under this MOA and any subsequent agreement.

Section 3.02 Impediments

- (a) The County represents that there is no material action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body pending or threatened in writing against or affecting the County or on any basis thereof, wherein an unfavorable decision, ruling or finding would materially, adversely affect the transaction contemplated hereby, or which in any way would adversely affect the validity of this MOA and any subsequent agreement.
- (b) The existing obligations and commitments of the County do not conflict with this MOA and do not adversely affect its ability to fulfill its obligations under this MOA and any subsequent agreement.

Section 3.03 Responsibilities

- (a) The County shall, upon Citibus ceasing to operate, expand UCAT operations in the City, initially operating three (3) routes within the City as well as demand response service as set forth in (Appendix A), to address the needs of City transit riders. The County intends to operate these routes based upon input provided from City transit riders and other stakeholders during previously held meetings. The County shall also, within the first six (6) months of operation of the new routes, hold public meetings to assess the effectiveness of the new routes and seek to address any comments received.
- (b) The County will provide transit service for special events as follows: (i) in accordance with all federal rules; (ii) and in conformance with the County's adopted policies for these events; and (iii) within the available resources of the

UCAT's staffing and equipment.

- (c) The County shall provide the City with resolutions of authorization and letters of support as may be required to assist City with regard to performance of its obligations under this MOA and any subsequent agreements,
- (d) The County agrees to accept the transfer of City owned assets as set forth in the Disposal Plan (Appendix C), upon approval of the Common Council. Such approval and transfer of assets shall be a condition of the County's expansion of service in the City by UCAT.
- (e) The County acknowledges that among the assets transferred to the County by the City are assets subject to rules and regulations promulgated by federal and state agencies and the County agrees to abide by those rules and regulations as they may pertain to those assets.
- (f) The City and the County acknowledge their respective responsibilities under U.S.C. Section 5333(b) to protect the interests of City Transit Employees, including protective arrangements that include provisions as may be necessary for the continuation of collective bargaining rights, and the County agrees to make an offer of employment to full-time bus drivers employed by the City.

Section 3.04 Communication

The County will provide updates to the City on a quarterly basis on the ridership associated with each of the new routes for the first two (2) years after Citibus ceases operation and will make available ridership data annually thereafter.

Section 3.05 Community Process

- (a) The City and the County agree to hold public meetings and outreach seminars regarding the three (3) routes and demand response zones and to use the feedback in the design of future routes.
- (b) The County will develop schedules, literature, and outreach brochures for the expansion of service into the County.

IN WITNESS WHEREOF, the parties have caused this MOA to be executed by their duly authorized representatives as of the DATE stated below.

SIGNATURE

City of Kingston

By: _____

Title: Mayor

Date: _____

County of Ulster

By: _____

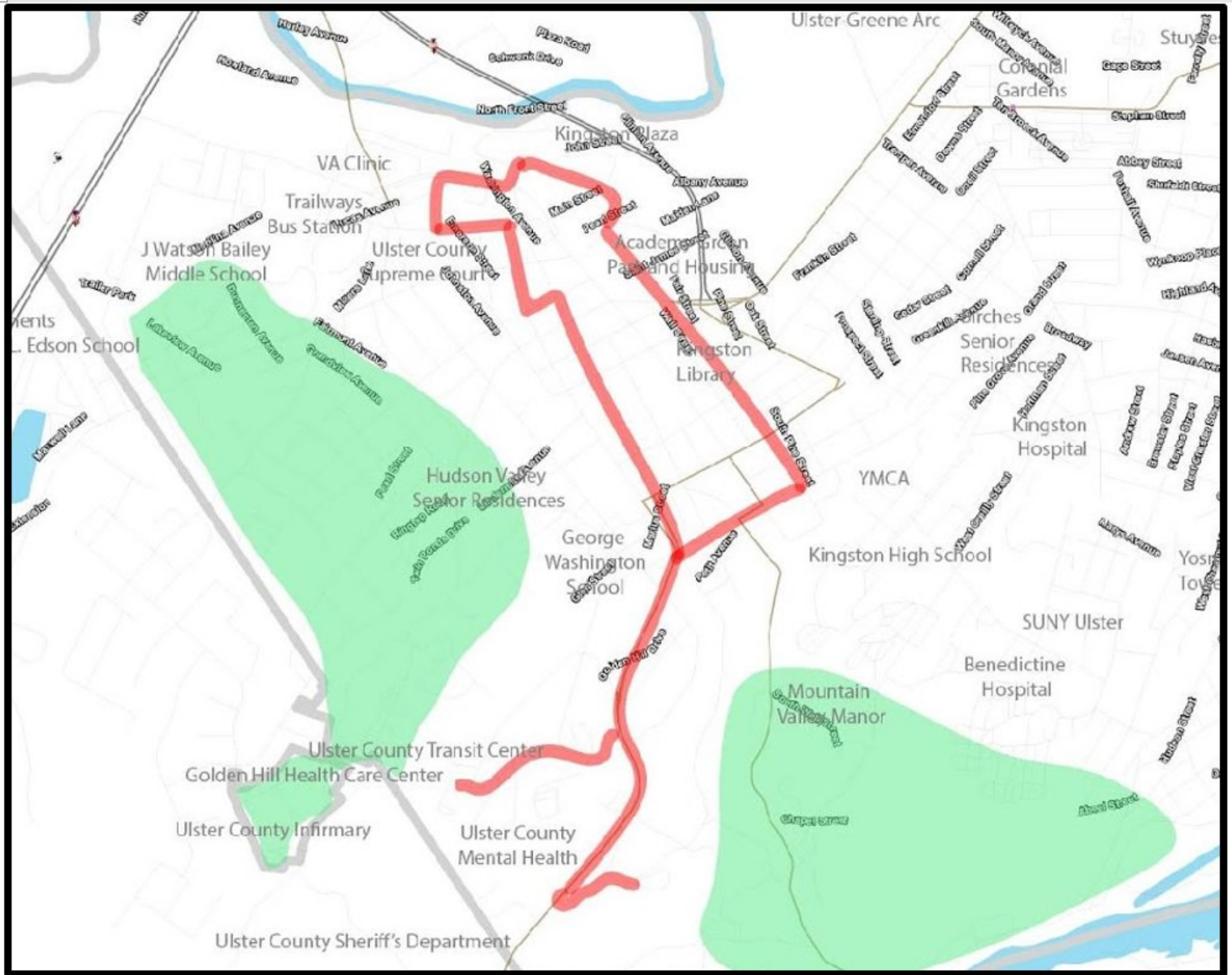
Title: Chairman

Date: _____

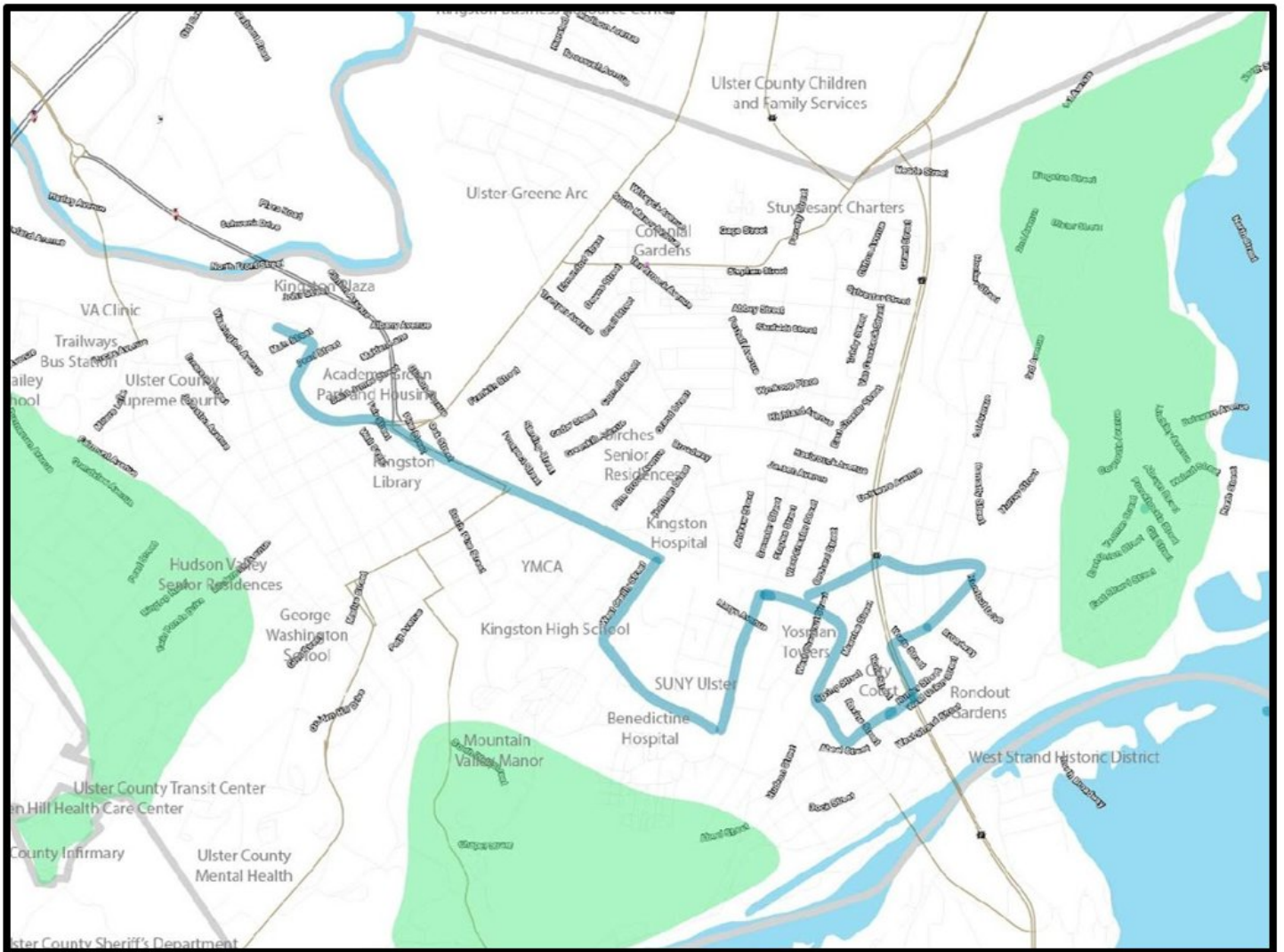
Appendix A:

Proposed Route Expansion into the City of Kingston

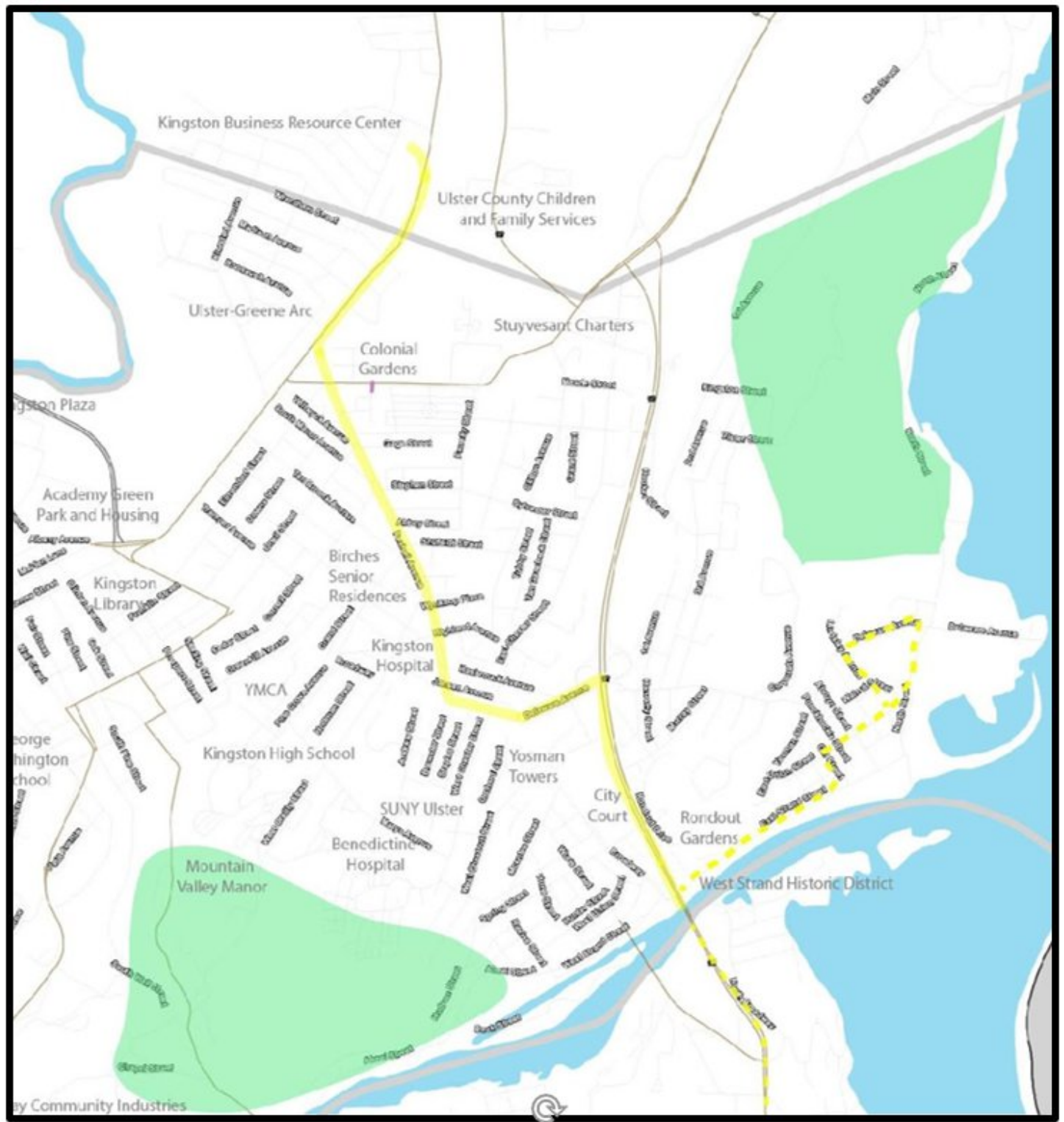
Red Route Map including adjacent DRT Zones. Route travels Wall St → N. Front → Frog Alley → Schwenk → Kingston Plaza → Clinton → Greenkill → Broadway/32 → Golden Hill → Ulster County Sheriff's Dept.



Blue Route Map including adjacent DRT zones



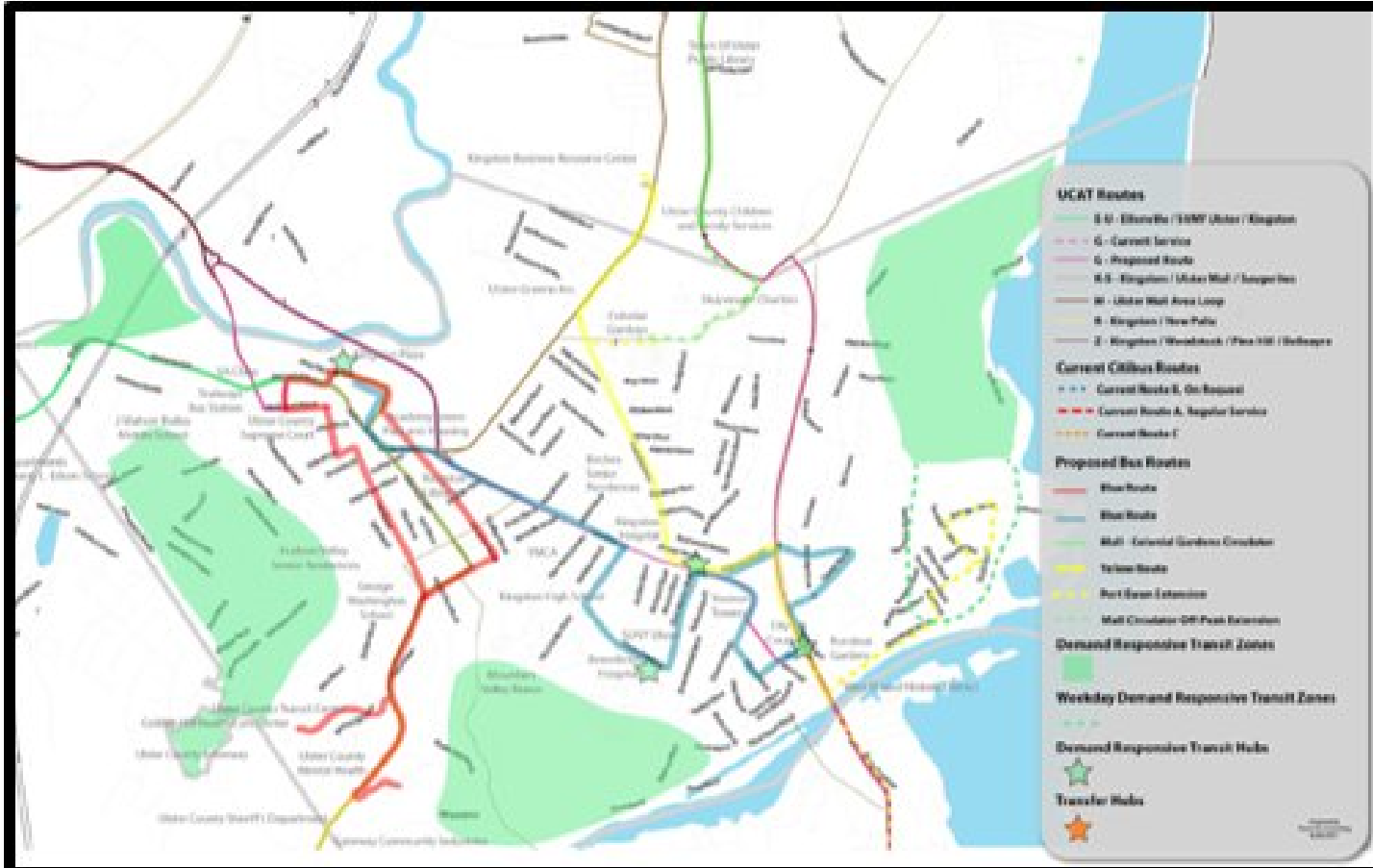
Yellow Route Map including adjacent DRT Zones



Combined Saturday Service Route Map



Weekday Demand Response Transit (DRT) Zones in relation to other weekday routes



Appendix B:

City of Kingston Asset, Proposed Disposal and Depreciation Schedule

INSERT FINAL ASSET DISPOSAL IN ACCORDANCE WITH FTA REGULATIONS
SUCH DISPOSAL SHALL INCLUDE ALL TRANSIT VEHICLES WITH A REMAINNG OPERATIONAL LIFE.

Finance and Audit Committee Agenda Item Report

Meeting Date: January 24, 2019

Submitted by: Elisa Tinti

Submitting Department: Mayor

Item Type: Presentation Request

Agenda Section:

Subject:

Microphone System

Suggested Action:

Attachments:

[Late Communication- Microphones 1-23-19.pdf](#)

Timbrouck, Lynsey

From: McIntosh, Kyle
Sent: Wednesday, January 23, 2019 12:32 PM
To: Noble, Steve
Cc: Tuey, John
Subject: Microphone system re-do
Attachments: 00028 City of Kingston Kyle McIntosh Q#9398 X18589MJG 011719.pdf; 00028 City of Kingston Kyle McIntosh Q#9581 X18644MJG 011719.pdf; CCA YR 1&2.pdf

Option 1 total is \$30,962.48 - no charging bases, each mic needs to be separately charged and web interface for muting mics is slightly different

Option 2 total is \$36,964.28 - currently the preferred option with charging bases which also requires the web interface from Shure to show mute mic options, and battery levels due to the integration with the charging bases.

The basic design/setup is this is a Shure Microflex Wireless setup: <http://www.shure.com/americas/products/wireless-systems/microflex-wireless-systems>



The cost of replacement ceiling speakers are included on both quotes.

I'd recommend Option 2, we still need to solicit three quotes but if the funding is approved there should be no reason to exceed the \$36,962.48.

Kyle McIntosh

Director of Information Technology
City of Kingston
845-334-3971 (office)
845-332-5136 (cell)
kmcintosh@kingston-ny.gov
www.kingston-ny.gov

🌱 Do you need to print this email? Think Green!!

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FED ID #14-1426006

213 Broadway

Albany, NY 12204

Phone: (518) 449-7213

Fax: (518) 449-1205

Billing Address

City of Kingston

Accounts Payable

420 Broadway

Kingston NY 12401

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c17261

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28 Keith Rivers

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Delivery Address

Kyle McIntosh

City of Kingston

Receiving

420 Broadway

Kingston NY 12401

COUNCIL MEETING ROOM

OPTION 2

Currency: \$

Description	Quantity	Contract Pricing	Price	Total
001 MEETING HALL MICROPHONE UPGRADE V1				
002 DESKTOP BASE TRANSCIEVER	16		475.00	7,600.00
Item Code: MXW8-Z10				
Manufacturer: Shure				
003 15 Shock-Mounted Gooseneck Cardioid Less Preamplifier	16		184.06	2,944.96
Item Code: MX415LP/C				
Manufacturer: Shure				
004 8-CH ACCESS POINT TRANSCIEVER	2		2,790.63	5,581.26
Item Code: MXWAPT8-Z10				
Manufacturer: Shure				
005 CHARGER FOR MXW MICS US PLUG	16		13.06	208.96
Item Code: SBC10-USB-A				
Manufacturer: Shure				
006 Fixed I/O DSP with 12 Analog Inputs 8 Analog Outputs 8 Channels Configurable USB Audio	1		1,998.75	1,998.75
Item Code: TesiraFORTE DAN AI				
Manufacturer: Biamp				

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Currency: \$

	Description	Quantity	Contract Pricing	Price	Total
007	Tesira PoE Ethernet Control Surface Mount Item Code: Tesira TEC-1s Manufacturer: Biamp	1		392.50	392.50
008	10-Port Gigabit PoE Smart Switch Item Code: SG250-10P-K9-NA Manufacturer: Cisco	1		437.50	437.50
009	SNTC-8X5XNBD Cisco SG250-10P 10-port Gigabit PoE Switch Item Code: CON-SNT-S250K9NA Manufacturer: Cisco	1		18.75	18.75
010	SD/USB Network Recorder with AES/EBU and Analog Input and Output Item Code: DN-700R Manufacturer: Denon	1		468.75	468.75
011	400 Watt Amplifier with 2 Flexible Output Channels for Installation Application Item Code: E4-2-US Manufacturer: Lab.gruppen	1		549.99	549.99
012	AVSG Rack Package Item Code: AVSG_RACK_PACK Manufacturer: AVC	1		375.00	375.00
013	AVSG Miscellaneous Cables Connectors and Hardware Item Code: AVSG_MISC_CABLES Manufacturer: AVC	1		187.50	187.50
014	AVSG Installation Setup and Training X-18589MJG Item Code: AVSG_INSTALLATION Manufacturer: AVC	1		4,813.00	4,813.00
015	AVSG Custom Programming X-18589MJG Item Code: AVSG_PROGRAMMING Manufacturer: AVC	1		825.00	825.00

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Currency: \$

Description	Quantity	Contract Pricing	Price	Total
016 AVC Customer Care Agreement Year 1 Item Code: AVSG_CCA_YEAR_1 Manufacturer: AVC	1		869.00	869.00
017 Subtotal				27,270.92
018 *OPTIONAL*				
019 AVC Customer Care Agreement Year 2 Item Code: AVSG_CCA_YEAR_2 Manufacturer: AVC	1		1,158.00	1,158.00
020 OPTIONAL - MEETING HALL SPEAKER UPGRADE. THIS QUOTE IS BASED ON INSTALLATION AT THE TIME OF THE MICROPHONE UPGRADE.				
021 Control 26C with Transformer. For use on a 70.7V or 100V Distributed Line Switchable Taps at 60W Item Code: CONTROL 26CT Manufacturer: JBL	6		147.26	883.56
022 AVSG Labor X-18589MJG Item Code: AVSG_LABOR Manufacturer: AVC	1		1,650.00	1,650.00
023 Subtotal				3,691.56

Shipping Type: **Deliver & Install**

Quotation Subtotal:	\$ 30,962.48
Total Before Tax:	\$ 30,962.48
Total Tax Amount:	\$ 0.00
Total Amount:	\$ 30,962.48

Quotation Valid Until: 02/17/19

Subject to Shipping & Handling and Sales Tax if Applicable

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Currency: \$

EQUIPMENT WARRANTY:

All standard manufacturer's equipment warranties apply. Service and technical support provided through Audio-Video Corporation's Certified Full Service Facility. Extended (multi-year) Customer Care Service agreements available – please contact your Account Representative for more information.

NOTE:

Client to provide 120VAC power and IP Network connectivity at equipment locations where required.

ASBESTOS STATEMENT:

Current asbestos regulations require written verification that your environment is either asbestos free or abatement procedures will be completed prior to our on-site work.

NOTE:

This project is subject to payment of prevailing wage rates per Article 8, Section 220, of the NYS Labor Law.

**THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT.
SEE TERMS AND CONDITIONS OF SALE ATTACHED.**

Accepted By

P.O. No.

Signature

Date

Ship-to Address:
(if different than above)

Credit Card Info:
(if applicable)

TERMS AND CONDITIONS OF SALE

AUDIO-VIDEO CORPORATION, (SELLER) and the purchaser of the items covered by this Sales Order whose name appears on the reverse side hereof, (BUYER), agree that the following Terms and Conditions of Sale shall be applicable to this transaction, except as specifically superseded or amended by a typed statement in the body of this Quotation/Sales Order.

- 1. GENERAL** - The terms and conditions of this contract constitute the entire agreement and supersede all previous agreements between the parties. No provisions of purchase orders will prevail in conflict with these terms unless agreed to in writing by an Agent of **AUDIO-VIDEO CORPORATION**. This agreement shall be interpreted and governed by the laws of the State of New York, U.S.A. Buyer agrees that it may be served in the State of New York and appoints the Secretary of the State of New York as his agent to accept Service of Summons.
- 2. DELIVERY** - Unless shown to the contrary within the body of this Quotation/Sales Order, all products are shipped F.O.B. Shipping Point of origin and BUYER shall pay all freight and delivery charges. Any special or non-customary handling charges by a carrier shall also be the responsibility of the BUYER. Damage and risk of loss of any nature after delivery shall be at BUYER'S sole risk. SELLER shall not be liable for any default or delay that, for any reason whatsoever, interferes with or impedes production or delivery of the products ordered. All promises of delivery are made in good faith and SELLER shall be diligent in its efforts to fulfill them. SELLER shall not, in any event, be liable for costs or damages for failure to meet the estimated delivery date whether reasonably foreseen or otherwise.
- 3. CREDIT** - Notwithstanding the terms stated herein, SELLER may either accelerate or withhold shipment, or both, at anytime that BUYER is in default or in the event that BUYER'S credit becomes unacceptable to SELLER'S credit department.
- 4. PAYMENT** - Payment shall be as provided on this Quotation/Sales Order. BUYER agrees to pay 1 % per month interest on all amounts not paid when due. BUYER also agrees to pay any and all expenses incurred by **AUDIO-VIDEO CORPORATION** in the collection of past due amounts.
- 5. SECURITY** - **AUDIO-VIDEO CORPORATION** shall have the right, in addition to all other rights it may possess to withhold shipment in whole or in part, to recall goods in transit or to repossess all goods which might be stored with **AUDIO-VIDEO CORPORATION** for the BUYER'S account without the necessity of taking any other proceedings in the event of BUYER default(s) or adverse credit reason(s). The foregoing shall not be construed as limiting in any manner the rights or remedies available to **AUDIO-VIDEO CORPORATION** because of any default(s) of the BUYER under the applicable Uniform Commercial Code as in force and effect.
- 6. PRICES** - The prices quoted herein and/or and supplementary schedules, unless otherwise indicated, do not include installation or any sales, use, excise, or similar taxes levied by the United States, or any state in local subdivision thereof, or other governmental agency. BUYER covenants and agrees he shall pay either to SELLER or to the applicable governmental authority any such taxes in the amount applicable to the product or the transactions described in this instrument, and in the event of failure to do so, BUYER agrees to hold SELLER harmless from any claim, cost or expense as a result of failure to make such payment.
- 7. ERRORS** - SELLER reserves the right to correct clerical and typographical errors as well as any errors (of omission or commission), or misstatements by any **AUDIO-VIDEO CORPORATION** representative consistent with good business practice.
- 8. CUSTOM BUILT EQUIPMENT** - BUYER'S acceptance of the proposal and the receipt of BUYER'S down payment at **AUDIO-VIDEO CORPORATION**, Albany, N.Y. headquarters will constitute authorization to **AUDIO-VIDEO CORPORATION** to begin procurement of raw materials and fabrication for custom-built equipment. Materials procurement and/or fabrication shall not commence until the down payment, in the amount specified herein, has been received at **AUDIO-VIDEO CORPORATION**, ALBANY, N.Y.
- 9. CANCELLATION** - Cancellation of this order by BUYER shall obligate BUYER to pay a fifteen percent (15%) cancellation charge, plus all expenses incurred in commitments made by SELLER and all unrecoverable costs incurred by SELLER.
- 10. RETURN OF GOODS** - Acceptance of goods for return shall be made only with prior written authorization by SELLER and in accordance with SELLER'S standard policy relevant to restocking charges.
- 11. BREACH** - In the event of Breach of BUYER or termination of the contract by SELLER as a result of BUYER'S credit position, SELLER shall be entitled to recover loss of profits, termination or cancellation charges and all other damages obtainable under the Commercial Code of the State of New York and costs of collection including reasonable attorney's fees. Interest shall be awarded and paid at the rate of 12% per annum or the highest legal rate in the state of jurisdiction, whichever is lesser.
- 12. WARRANTY** - Any product supplied or service performed by **AUDIO-VIDEO CORPORATION** is warranted in regard to workmanship for the period provided in the equipment manufacturer's warranty. NO OTHER WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH WITHIN THE BODY OF THIS QUOTATION / SALES ORDER. Insofar as equipment manufactured and/or fabricated by **AUDIO-VIDEO CORPORATION**, the liability of **AUDIO-VIDEO CORPORATION** shall be limited to written warranty policy specifically set forth within the body of this Quotation/Sales Order.
- 13. CLAIMS** - Claims for defective goods must be made within 30 days after receipt of shipment. Shipment is made at BUYER'S expense and risk and all claims for merchandise damage in shipment, or for undelivered merchandise must be made with the forwarder by the consignee. SELLER will not be responsible for shortages that are not reported within 10 days after receipt of shipment. SELLER shall have no liability for repair or replacement of equipment damaged in shipment or damaged as determined in the judgment of SELLER by neglect or misuse, willful or otherwise.
- 14. DAMAGES** - BUYER specifically agrees that SELLER shall not be liable for any damages, injury, loss of profit, delays or any other consequential or prospective loss or damage suffered through use of the equipment purchased herewith, or by reason of the equipment's failure to perform. BUYER further agrees that in any event, recovery against SELLER or the equipment manufacturer shall be limited to repayment of the purchase price upon return of equipment or to repair and replacement of defective parts, but such recovery shall not exceed the purchase price of the equipment unless otherwise stated in the body of this Quotation / Sales Order.
- 15. CONSTRUCTION** - In the event any provisions of this agreement is not enforceable, all other terms and provisions of this agreement, nevertheless shall remain in full force and effect.

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AUDIO-VIDEO CORPORATION

Your Communication Solutions Partner

SINCE 1946

Audio-Video Corporation

FED ID #14-1426006

213 Broadway

Albany, NY 12204

Phone: (518) 449-7213

Fax: (518) 449-1205

Billing Address

City of Kingston

Accounts Payable

420 Broadway

Kingston NY 12401

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Document Number

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Customer No.

c17261

Your Contact

28 Keith Rivers

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Delivery Address

Kyle McIntosh

City of Kingston

Receiving

420 Broadway

Kingston NY 12401

COUNCIL MEETING ROOM

OPTION 1

Currency: \$

Description	Quantity	Contract Pricing	Price	Total
001 MEETING HALL MICROPHONE UPGRADE V2				
002 DESKTOP BASE TRANSCIEVER	16		475.00	7,600.00
Item Code: MXW8-Z10				
Manufacturer: Shure				
003 15 Shock-Mounted Gooseneck Cardioid Less Preampfier	16		184.06	2,944.96
Item Code: MX415LP/C				
Manufacturer: Shure				
004 8-CH ACCESS POINT TRANSCIEVER	2		2,790.63	5,581.26
Item Code: MXWAPT8-Z10				
Manufacturer: Shure				
005 8-CH NETWORKED CHARGING STATION	4		1,454.69	5,818.76
Item Code: MXWNCS8				
Manufacturer: Shure				
006 Fixed I/O DSP with 12 Analog Inputs 8 Analog Outputs 8 Channels Configurable USB Audio	1		1,998.75	1,998.75
Item Code: TesiraFORTE DAN AI				
Manufacturer: Biamp				

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Albany, NY 12204
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Currency: \$

	Description	Quantity	Contract Pricing	Price	Total
007	Tesira PoE Ethernet Control Surface Mount Item Code: Tesira TEC-1s Manufacturer: Biamp	1		392.50	392.50
008	10-Port Gigabit PoE Smart Switch Item Code: SG250-10P-K9-NA Manufacturer: Cisco	1		437.50	437.50
009	SNTC-8X5XNBD Cisco SG250-10P 10-port Gigabit PoE Switch Item Code: CON-SNT-S250K9NA Manufacturer: Cisco	1		18.75	18.75
010	SD/USB Network Recorder with AES/EBU and Analog Input and Output Item Code: DN-700R Manufacturer: Denon	1		468.75	468.75
011	400 Watt Amplifier with 2 Flexible Output Channels for Installation Application Item Code: E4-2-US Manufacturer: Lab.gruppen	1		549.99	549.99
012	AVSG Rack Package Item Code: AVSG_RACK_PACK Manufacturer: AVC	1		375.00	375.00
013	AVSG Miscellaneous Cables Connectors and Hardware Item Code: AVSG_MISC_CABLES Manufacturer: AVC	1		187.50	187.50
014	AVSG Installation Setup and Training X-18644MJG Item Code: AVSG_INSTALLATION Manufacturer: AVC	1		4,813.00	4,813.00
015	AVSG Custom Programming X-18644MJG Item Code: AVSG_PROGRAMMING Manufacturer: AVC	1		825.00	825.00

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Currency: \$

	Description	Quantity	Contract Pricing	Price	Total
016	AVC Customer Care Agreement Year 1 Item Code: AVSG_CCA_YEAR_1 Manufacturer: AVC	1		1,037.00	1,037.00
017	Subtotal				33,048.72
018	*OPTIONAL*				
019	AVC Customer Care Agreement Year 2 Item Code: AVSG_CCA_YEAR_2 Manufacturer: AVC	1		1,382.00	1,382.00
020	OPTIONAL - MEETING HALL SPEAKER UPGRADE. THIS QUOTE IS BASED ON INSTALLATION AT THE TIME OF THE MICROPHONE UPGRADE.				
021	Control 26C with Transformer. For use on a 70.7V or 100V Distributed Line Switchable Taps at 60W Item Code: CONTROL 26CT Manufacturer: JBL	6		147.26	883.56
022	AVSG Labor X-18644MJG Item Code: AVSG_LABOR Manufacturer: AVC	1		1,650.00	1,650.00
023	Subtotal				3,915.56

Shipping Type: **Deliver & Install**

Quotation Subtotal:	\$ 36,964.28
Total Before Tax:	\$ 36,964.28
Total Tax Amount:	\$ 0.00
Total Amount:	\$ 36,964.28

Quotation Valid Until: 02/17/19

Subject to Shipping & Handling and Sales Tax if Applicable

Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204
USA

Copy

Document Number

9581

SALES QUOTATION

Document Date

01/17/19

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Currency: \$

EQUIPMENT WARRANTY:

All standard manufacturer's equipment warranties apply. Service and technical support provided through Audio-Video Corporation's Certified Full Service Facility. Extended (multi-year) Customer Care Service agreements available – please contact your Account Representative for more information.

NOTE:

Client to provide 120VAC power and IP Network connectivity at equipment locations where required.

ASBESTOS STATEMENT:

Current asbestos regulations require written verification that your environment is either asbestos free or abatement procedures will be completed prior to our on-site work.

NOTE:

This project is subject to payment of prevailing wage rates per Article 8, Section 220, of the NYS Labor Law.

**THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT.
SEE TERMS AND CONDITIONS OF SALE ATTACHED.**

Accepted By

P.O. No.

Signature

Date

Ship-to Address:
(if different than above)

Credit Card Info:
(if applicable)

TERMS AND CONDITIONS OF SALE

AUDIO-VIDEO CORPORATION, (SELLER) and the purchaser of the items covered by this Sales Order whose name appears on the reverse side hereof, (BUYER), agree that the following Terms and Conditions of Sale shall be applicable to this transaction, except as specifically superseded or amended by a typed statement in the body of this Quotation/Sales Order.

1. **GENERAL** - The terms and conditions of this contract constitute the entire agreement and supersede all previous agreements between the parties. No provisions of purchase orders will prevail in conflict with these terms unless agreed to in writing by an Agent of **AUDIO-VIDEO CORPORATION**. This agreement shall be interpreted and governed by the laws of the State of New York, U.S.A. Buyer agrees that it may be served in the State of New York and appoints the Secretary of the State of New York as his agent to accept Service of Summons.
2. **DELIVERY** - Unless shown to the contrary within the body of this Quotation/Sales Order, all products are shipped F.O.B. Shipping Point of origin and BUYER shall pay all freight and delivery charges. Any special or non-customary handling charges by a carrier shall also be the responsibility of the BUYER. Damage and risk of loss of any nature after delivery shall be at BUYER'S sole risk. SELLER shall not be liable for any default or delay that, for any reason whatsoever, interferes with or impedes production or delivery of the products ordered. All promises of delivery are made in good faith and SELLER shall be diligent in its efforts to fulfill them. SELLER shall not, in any event, be liable for costs or damages for failure to meet the estimated delivery date whether reasonably foreseen or otherwise.
3. **CREDIT** - Notwithstanding the terms stated herein, SELLER may either accelerate or withhold shipment, or both, at anytime that BUYER is in default or in the event that BUYER'S credit becomes unacceptable to SELLER'S credit department.
4. **PAYMENT** - Payment shall be as provided on this Quotation/Sales Order. BUYER agrees to pay 1 % per month interest on all amounts not paid when due. BUYER also agrees to pay any and all expenses incurred by **AUDIO-VIDEO CORPORATION** in the collection of past due amounts.
5. **SECURITY** - **AUDIO-VIDEO CORPORATION** shall have the right, in addition to all other rights it may possess to withhold shipment in whole or in part, to recall goods in transit or to repossess all goods which might be stored with **AUDIO-VIDEO CORPORATION** for the BUYER'S account without the necessity of taking any other proceedings in the event of BUYER default(s) or adverse credit reason(s). The foregoing shall not be construed as limiting in any manner the rights or remedies available to **AUDIO-VIDEO CORPORATION** because of any default(s) of the BUYER under the applicable Uniform Commercial Code as in force and effect.
6. **PRICES** - The prices quoted herein and/or and supplementary schedules, unless otherwise indicated, do not include installation or any sales, use, excise, or similar taxes levied by the United States, or any state in local subdivision thereof, or other governmental agency. BUYER covenants and agrees he shall pay either to SELLER or to the applicable governmental authority any such taxes in the amount applicable to the product or the transactions described in this instrument, and in the event of failure to do so, BUYER agrees to hold SELLER harmless from any claim, cost or expense as a result of failure to make such payment.
7. **ERRORS** - SELLER reserves the right to correct clerical and typographical errors as well as any errors (of omission or commission), or misstatements by any **AUDIO-VIDEO CORPORATION** representative consistent with good business practice.
8. **CUSTOM BUILT EQUIPMENT** - BUYER'S acceptance of the proposal and the receipt of BUYER'S down payment at **AUDIO-VIDEO CORPORATION**, Albany, N.Y. headquarters will constitute authorization to **AUDIO-VIDEO CORPORATION** to begin procurement of raw materials and fabrication for custom-built equipment. Materials procurement and/or fabrication shall not commence until the down payment, in the amount specified herein, has been received at **AUDIO-VIDEO CORPORATION**, ALBANY, N.Y.
9. **CANCELLATION** - Cancellation of this order by BUYER shall obligate BUYER to pay a fifteen percent (15%) cancellation charge, plus all expenses incurred in commitments made by SELLER and all unrecoverable costs incurred by SELLER.
10. **RETURN OF GOODS** - Acceptance of goods for return shall be made only with prior written authorization by SELLER and in accordance with SELLER'S standard policy relevant to restocking charges.
11. **BREACH** - In the event of Breach of BUYER or termination of the contract by SELLER as a result of BUYER'S credit position, SELLER shall be entitled to recover loss of profits, termination or cancellation charges and all other damages obtainable under the Commercial Code of the State of New York and costs of collection including reasonable attorney's fees. Interest shall be awarded and paid at the rate of 12% per annum or the highest legal rate in the state of jurisdiction, whichever is lesser.
12. **WARRANTY** - Any product supplied or service performed by **AUDIO-VIDEO CORPORATION** is warranted in regard to workmanship for the period provided in the equipment manufacturer's warranty. NO OTHER WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH WITHIN THE BODY OF THIS QUOTATION / SALES ORDER. Insofar as equipment manufactured and/or fabricated by **AUDIO-VIDEO CORPORATION**, the liability of **AUDIO-VIDEO CORPORATION** shall be limited to written warranty policy specifically set forth within the body of this Quotation/Sales Order.
13. **CLAIMS** - Claims for defective goods must be made within 30 days after receipt of shipment. Shipment is made at BUYER'S expense and risk and all claims for merchandise damage in shipment, or for undelivered merchandise must be made with the forwarder by the consignee. SELLER will not be responsible for shortages that are not reported within 10 days after receipt of shipment. SELLER shall have no liability for repair or replacement of equipment damaged in shipment or damaged as determined in the judgment of SELLER by neglect or misuse, willful or otherwise.
14. **DAMAGES** - BUYER specifically agrees that SELLER shall not be liable for any damages, injury, loss of profit, delays or any other consequential or prospective loss or damage suffered through use of the equipment purchased herewith, or by reason of the equipment's failure to perform. BUYER further agrees that in any event, recovery against SELLER or the equipment manufacturer shall be limited to repayment of the purchase price upon return of equipment or to repair and replacement of defective parts, but such recovery shall not exceed the purchase price of the equipment unless otherwise stated in the body of this Quotation / Sales Order.
15. **CONSTRUCTION** - In the event any provisions of this agreement is not enforceable, all other terms and provisions of this agreement, nevertheless shall remain in full force and effect.

audio video

AUDIO-VIDEO CORPORATION
Your Communication Solutions Partner
SINCE 1946

Customer Care*	Year 1	Year 2
Unlimited telephone technical support to diagnose, troubleshoot and repair any system related abnormality	√	√
Same day telephone response time, guaranteed Monday through Friday 8:00AM to 5:00PM	√	√
AVC service center will open a job ticket and track all service issues until resolved	√	√
All standard shipping and freight charges included at no extra cost	√	√
Software updates and upgrades, as released by the manufacturer to resolve system failures. Some manufacturers may require yearly software subscriptions at additional cost	√	√
Minor programming changes to improve system functionality by client request	√	√
A trained and certified technician will provide on-site technical support and labor to repair and/or replace faulty equipment	√	√
Labor and travel expense to replace projector lamps (customer is responsible for the cost of the lamp)	√	√
Provide escalation management support and oversight to resolve critical issues with manufacturers	√	√
Annual business review to assess open cases, updates, future technology upgrades and on-going service management	√	√
One day system preventative maintenance visit (Customer is responsible to schedule visit at their convenience)		√
System Failure caused by Acts of God, negligence or sabotage are not covered under this Customer Care Agreement		
*Customer Care can be further tailored for additional support based on client requirements		

518.449.7213 | www.audiovideocorp.com | service@audiovideocorp.com

Albany ~ Syracuse ~ Burlington, VT

Finance and Audit Committee Agenda Item Report

Meeting Date: January 24, 2019

Submitted by: Elisa Tinti

Submitting Department: Mayor

Item Type: Proposed Resolution

Agenda Section:

Subject:

Request to amend bond ordinance

Suggested Action:

Attachments:

[Bond Ordinance Request.pdf](#)

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

REQUEST DESCRIPTION

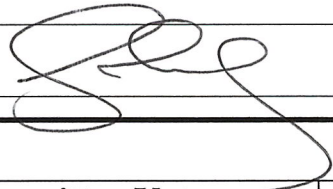
INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION _____
ZONING _____

TRANSFER _____
BONDING REQUEST X _____
OTHER _____

DEPARTMENT Comptroller DATE 1/23/19

Description: Request to amend Section 2, Paragraph A of the \$1,103,400 bond ordinance
adopted 12/4/18 to increase the amount authorized for computer and other equipment
by \$35,000.

Estimated Financial Impact \$35,000 Signature 

Motion by _____

Seconded by _____

Action Required: _____

SEQRA Decision:
Type I Action _____
Type II Action _____
Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Douglas Koop, Chairman	☐	☐
Reynolds Scott-Childress Ward 3	☐	☐
Anthony Davis, Ward 6	☐	☐
Patrick O'Reilly, Ward 7	☐	☐
Steven Schabot, Ward 8	☐	☐

Finance and Audit Committee Agenda Item Report

Meeting Date: January 24, 2019

Submitted by: Elisa Tinti

Submitting Department: Mayor

Item Type: Proposed Resolution

Agenda Section:

Subject:

Home Rule Request

Suggested Action:

Attachments:

[Home Rule Resolution.docx](#)

Resolution of the City of Kingston authorizing a Home Rule Request for Enactment of Special Laws Relating to property, affairs or government.

WHEREAS, the City has a significant interest in promoting the economic welfare, recreational opportunities and increasing prosperity of our residents, and

WHEREAS, the City also desires to actively promote and encourage economically sound commerce, industry and projects for the purpose of preventing unemployment and economic deterioration, and

WHEREAS, the Ulster County Development Agency is recently undergoing changes in leadership and direction, resulting in substantial uncertainty, and

WHEREAS, this combination of circumstances requires the City to develop its own Industrial Development Agency to provide the stability necessary to address the aforementioned concerns, and

WHEREAS, the City of Kingston requires specific legislation relating to the development of property and affairs or government which does not in terms and effect apply to all cities, and

WHEREAS, the City of Kingston does not have the power to enact such legislation by local law, and

WHEREAS, pursuant to Municipal Home Rule Law Section 40, request may be made by the Mayor with the concurrence by a vote of two-thirds of the Common Council to the State Legislature for the enactment of a special law relating to property, affairs or government

WHEREAS, the New York State Industrial Development Agency Act and the Agency's enabling legislation, respectively constituting Article 18-A and Section 852 of the General Municipal Law (Chapter 24 of the Consolidated Laws of New York) (the "Act") authorizes creation of industrial development agencies (1) to promote the economic welfare, recreational opportunities and prosperity of its inhabitants, and (2) to promote, attract, encourage and develop recreation and

economically sound commerce and industry through governmental action for the purpose of preventing unemployment and economic deterioration; and

WHEREAS , special legislation has been drafted for submission to the NYS Senate by Sen. George Amedore identified as Senate Bill to authorize for the benefit of the City of Kingston and the inhabitants thereof, an industrial development agency to be known as the CITY OF KINGSTON INDUSTRIAL DEVELOPMENT AGENCY, and

WHEREAS, special legislation has been drafter for submission to the NYS Assembly by Assemblyman Kevin Cahill which is identical to Senate Bill , authorizing an industrial development agency to be known as the CITY OF KINGSTON DEVELOPMENT AGENCY, and

NOW, THEREFORE, BE IT RESOLVED, that the City of Kingston hereby approves the submission of a Home Rule Request for the enactment of special legislation to create its own Industrial Development Agency, in the form of Senate Bill , entitled “authorizing a Home Rule Request for Enactment of Special Laws Relating to property, affairs or government.” and its matching Assembly bill of the same title.

Finance and Audit Committee Agenda Item Report

Meeting Date: January 24, 2019

Submitted by: Dee Sills

Submitting Department: Engineering

Item Type: Informational Purposes

Agenda Section:

Subject:

Pike Plan Repair

Suggested Action:

Attachments:

[20190122111315.pdf](#)

CITY OF KINGSTON
Office of the City Engineer
 jschultheis@kingston-ny.gov

John M. Schultheis, P.E., City Engineer



Steven T. Noble, Mayor

November 30, 2018

Mr. James L. Noble, Jr.
 Alderman-At-Large
 President of the Common Council
 Kingston City Hall
 420 Broadway
 Kingston, New York 12401

RE: Pike Plan repair, 43-45 N. Front Street

Dear President Noble:

Background:

The Pike Plan is a City-owned, wood framed structure that allows for a covered sidewalk in Uptown along N. Front Street and N. Wall Street. It was constructed in the 1970s and significantly renovated from 2011 to 2013. Since the completion of the renovations, numerous deficiencies have been discovered through observation and from complaints received from building owners and tenants.

One area that was identified as needing repair was the section from 43-45 N. Front Street. This location had leaking roof, skylight and gutter issues, along with deflection of beams. Further, the supporting columns were damaged by a vehicle impact and temporary supports had to be placed to support the canopy at this location.

Plans for removal and replacement of the canopy at 43-45 N. Front Street were prepared by C.T. Male Associates as the City's consultant. The City issued a request for bids in September 2018 and 2 bids to perform the work were received on November 9, 2018. The low bid of \$136,400 was submitted by Key Construction Company of Poughkeepsie. The length of canopy that would be re-constructed is 44-ft, so the cost per foot for this section would be about \$3,100 per linear foot.

Options for moving forward:

There are several options that the Council could direct staff to proceed with, which are enumerated and discussed below.

1. Do-nothing.
2. Remove and repair the section at 43-45 N. Front Street
3. Further evaluate, design and perform repairs to correct leaks
4. Further evaluate, design and perform column pier and footing repairs

CITY OF KINGSTON
Office of the City Engineer
 jschultheis@kingston-ny.gov

John M. Schultheis, P.E., City Engineer



Steven T. Noble, Mayor

Option 1: Do Nothing:

The council could direct that nothing be done at this time. The structure has been stabilized using temporary supports where it was damaged by a vehicle. These can remain, however they are unsightly. Cost for this option is zero.

Option 2. Remove and repair the canopy section at 43-45 N. Front Street:

Based on the low bid received, and the cost of construction administration and inspection, this option would cost \$155,000.00 and the schedule would be about 3-4 months.

Option 3: Further evaluate, design and perform repairs to correct leaks

Leaks from the canopy roof, skylights, and from the building-to-canopy connection (flashing) are an ongoing concern at various locations. I estimate that, for the entirety of the Pike Plan, that the roofing, skylight, flashing and gutter issues could be addressed for approximately \$150,000.00. It should be noted that the sources of some leaks are siding and window issues on the privately-owned buildings and are not the City's responsibility to repair. If this option is selected, notice should be made to those building owners who have contributing issues so that repairs by the City and by private owners can be coordinated.

Option 4: Further evaluate, design and perform column pier and footing repairs

The footings, piers and columns, along with the connections between these items, are a concern for many locations in the Pike Plan canopy. In some areas, the presence of footings is unknown. Column bases / piers may have been constructed with sub-standard concrete. The connections of the columns to the piers and the connections of columns to headers are also suspected to be inadequate in various locations.

As a rough estimate, it may be necessary to remove and re-construct up to half of the columns, pier and footings. There are 160 columns on the structure. To test connections and footings and replace half, or 80 of these assemblies at a cost of \$2,000 each would cost approximately \$160,000.00. There may be limitations on the amount of information that could be gathered without destructive testing, so it may be safer to assume that all the footings, piers, and columns need to be replaced, which could cost \$300,000.00.

Discussion of options:

Due to concerns over the safety and appearance of the structure, the do-nothing option is not recommended.

CITY OF KINGSTON
Office of the City Engineer
 jschultheis@kingston-ny.gov

John M. Schultheis, P.E., City Engineer



Steven T. Noble, Mayor

After consideration of the options and constraints of the situation, my recommendation is that the council consider the following short-term and longer-term actions:

Recommended short-term action:

- Remove and repair the canopy at 43-45 N. Front Street at a cost of \$155,000.00
- Begin investigation, testing and design of the additional longer-term actions described below

Recommended longer-term action:

- perform repairs to correct leaks at an estimated cost of \$150,000.00
- perform column pier and footing repairs at an estimated cost of \$160,000.00 to \$300,000.00.
- develop a program of ongoing maintenance for the Pike Plan

Please refer this item to the Finance Committee for further discussion. Should you have any questions concerning this request, do not hesitate to contact me.

Respectfully,

John M. Schultheis
 City Engineer

Cc: Steve Noble, Mayor
 Douglas Koop, Chair, Finance Committee
 John Tuey, Comptroller