



CITY COUNCIL

Meeting Agenda

***Special Meeting
Council Chambers***

***Monday, Jan 4, 2021
5:00 P.M.***

The Special Meeting of City Council is filmed and can be viewed LIVE while the meeting is taking place or at your convenience at <https://www.readingpa.gov/content/city-council-video> and on Facebook Live and on BCTV MAC Channel 99.

Due to the COVID-19 Emergency Declaration, the public is prohibited from attending the meeting. To attend the meeting via our virtual app, please log in using the link below. Please copy the link into your browser bar and touch enter.

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

<https://readingpa.zoom.us/j/95020212664?pwd=M3oydUNKaitCNW1QQ2R1eUhGc3Zvdz09>

Passcode: 544983

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 950 2021 2664

Passcode: 544983

Public comment can be offered by telephone or virtual meeting application by registering with the City Clerk at 610 655 6205 by noon on the day of the business meeting or in writing through an email to council@readingpa.gov clearly marked "Public Comment" or a letter mailed to the Council Office clearly marked "Public Comment". Written public comment must be submitted by 4:00 pm on day of the meeting to allow time to distribute the comment submitted. The written comment received will be read into the record.

1. OPENING MATTERS

A. CALL TO ORDER

D. ROLL CALL

2. PUBLIC COMMENT – AGENDA MATTERS:

*Citizens have the opportunity to address the Council only on the legislation listed on this agenda, by **registering with the City Clerk one half (1/2) hour before the meeting begins.** All remarks must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Any person making personally offensive or impertinent remarks or any person becoming unruly while addressing Council may be called to order by the Presiding Officer and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council. All comments by the public shall be made from the speaker's podium. **Citizens attending the meeting may not cross into the area beyond the podium.** Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order.*

Those commenting on shall speak at the beginning of the meeting and shall limit their remarks to 5 minutes. No comments shall be made from any other location except the podium, and anyone making "out of order" comments may be subject to removal. There will be no demonstration at the conclusion of anyone's remarks. Citizens may not ask questions of Council members or other elected or public officials in attendance.

3. APPROVAL OF AGENDA

A. AGENDA: Special Meeting of January 4, 2021

4. Consent Agenda

None

5. Ordinances for Final Passage

A. Bill 98-2020 – amending the City Code Section 564-105 Vehicle Nuisances, by reducing the Penalty Fees for the improper storage of trucks, trailers and mobile homes ***Introduced at the December 14 regular meeting; Tabled at the December 28th regular meeting; Corrected version attached***

B. Bill 99-2020 – amending the City of Reading Code Section 576-503 allowing parking meter enforcement on Saturdays ***Introduced at the December 14 regular meeting; Tabled at the December 28th regular meeting***

C. Bill 100-2020 – amending the City Code Section 576-419 re the issuance of daily parking permits ***Introduced at the December 14 regular meeting; Tabled at the December 28th regular meeting***

D. Bill 101-2020 – amending the City Code Section 576-411 re the use of loading zones and the addition of a parking meter fee to use loading zones located in the Parking Zones established in the City Code Section 576-502 ***Introduced at the December 14 regular meeting; Tabled at the December 28th regular meeting***

L. Bill 102-2020 – amending the City Code Section 576-416 increasing and reducing parking fines and penalties as attached ***Introduced at the December 14 regular meeting; Tabled at the December 28th regular meeting***

6. Resolution

A. Resolution 181-2020 – authorizing the execution of the amendment to the Parking Authority Cooperation MOU ***Tabled at the December 14 & 28 regular meeting; Version from RPA Solicitor sent 1-28-20***

B. Resolution 182-2020 – authorizing the execution of the Facilities Agreement MOU with the Parking Authority Cooperation reserving spaces for City employees ***Tabled at the December 14 & 28 regular meeting; Version from RPA Solicitor sent 1-28-20***

7. Adjourn

Drafted by: City Clerk
Sponsored/Referred by: Parking Authority
Introduced on: December 14, 2020
Advertised on: December 21, 2021

**BILL NO. ____-2020
AN ORDINANCE**

**AMENDING THE CITY OF READING CODE SECTION 564-105,
FINES FOR THE IMPROPER STORAGE OF TRUCKS, TRAILERS AND MOBILE
HOMES BY ~~REDUCING THE 10 DAY AND 30 DAY PENALTY FEES~~
*INCREASING THE VIOLATIONS AND MODIFYING THE PENALTY FEES***

The Council of the City of Reading hereby ordains as follows:

Section One: The City of Reading has not updated the parking fines in City Code section 564-105 since the enactment of 60-2015; and hereby ~~reduces~~ *increases the violations and modifies* the Penalty Fees in this section as attached in Exhibit A.

Section Two: All relevant ordinances, regulations, and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

Section Three: If any section, subsection, sentence, or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

Section Four: This Ordinance shall become effective ten (10) days after its adoption in accordance with 219 and 221 of the Home Rule Charter of the City of Reading.
Adopted _____, ~~2020~~**2021**

President of Council

Attest:

City Clerk

Sent to Mayor _____

Date: _____

Signed by Mayor _____

Date: _____

Vetoed by Mayor: _____

Date: _____

Over-ridden by Council:

Date: _____

EXHIBIT A

| <u>Ordinance</u> | <u>Violation</u> | <u>2020 Actual</u> | | <u>2021 Proposed</u> | | |
|------------------|--|--------------------|---------------------------|--------------------------------|---------------------------|---------------------------|
| | | <u>Violation</u> | <u>10 Day Penalty</u> | <u>Violation</u> | <u>10 day penalty</u> | <u>30 day penalty</u> |
| 564-105 | 48 hour parking restriction on truck, trailer or mobile home | \$100.00 | \$ 100.00 | 100.00 \$ 115.00 | \$ 50.00 60.00 | \$ 50.00 55.00 |
| 564-105.A | Trucks Trailers Tractors Over 1 Hour | \$110.00 | | 110.00 \$ 125.00 | \$ 55.00 65.00 | \$ 55.00 60.00 |

Drafted by: Reading Parking Authority
Sponsored/Referred by: Reading Parking Authority
Introduced on: Dec 14, 2020
Advertised on: Dec 21, 2020

**BILL NO. ____-2020
AN ORDINANCE**

**AN ORDINANCE AMENDING THE CITY OF READING ORDINANCES, CHAPTER
576, PART 5, Section 576-503**

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

Section 1: Council hereby amends Section 576-503 of the City of Reading Ordinances as set forth in Exhibit "A" attached hereto and incorporated;

Section 2: This ordinance shall become effective ten (10) days after approval in accordance with Sections 219 and 221 of the City of Reading Home Rule Charter.

Enacted _____, 2020

President of Council

Attest:

City Clerk

Sent to Mayor _____

Date: _____

Signed by Mayor _____

Date: _____

Vetoed by Mayor: _____

Date: _____

Over-ridden by Council:

Date: _____

Exhibit "A"

§ 576-503. Saturdays, Sundays and holidays excepted.

Parking restrictions and limitations in any parking zone are exempted on Saturdays, Sundays and on the **all City** holidays. **Parking restrictions and limitations shall not be enforced on** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Eve and Christmas unless otherwise posted. **These exemptions shall not apply to event parking. The Parking Authority shall provide notice of event parking to the general public via its website and mobile parking applications.**

Drafted by: Reading Parking Authority
Sponsored/Referred by: Reading Parking Authority
Introduced on: Dec 14, 2020
Advertised on: Dec 21, 2020

**B I L L N O. ____ -2020
A N O R D I N A N C E**

**AN ORDINANCE AMENDING THE CITY OF READING ORDINANCES, CHAPTER
576, PART 4, Section 576-419**

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

Section 1: Council hereby amends Section 576-419 of the City of Reading Ordinances as set forth in Exhibit "A" attached hereto and incorporated;

Section 2: This ordinance shall become effective ten (10) days after approval in accordance with Sections 219 and 221 of the City of Reading Home Rule Charter.

Enacted _____, 2020

President of Council

Attest:

City Clerk

Sent to Mayor _____
Date: _____
Signed by Mayor _____
Date: _____
Vetoed by Mayor: _____
Date: _____
Over-ridden by Council:
Date: _____

Exhibit "A"

§ 576-419. Daily parking permits.

[Added 11-14-2005 by Ord. No. 77-2005; 2-12-2007 by Ord. No. 14-2007; 9-10-2007 by Ord. No. 68-2007]

A. Purpose. ~~The daily parking permit is~~ **Daily parking permits are** designed to make legal parking more convenient by having ~~the motorist~~ **motorists** prepay the parking meter fee **a required fee** in return for a permit (sign) **the posting of a no-parking sign by the Reading Parking Authority**. These signs are intended for short-term use ~~only~~ **that will not exceed two weeks**; ~~they are not to~~ **they shall not** be used in place of long term off- street parking. Daily parking permits ~~are good at~~ **may be issued for** all metered and nonmetered legal **on-street** parking spaces. They do not permit parking in prohibited parking zones.

B. The following regulations govern ~~the rental of the~~ **the issuance of a daily** parking permit:

(1) **The request for a daily parking permit shall be submitted to the Reading Parking Authority.** The Reading Parking Authority may require a separate Police Department-issued "special event" permit for **the** issuance of four or more signs.

(2) The daily parking permit shall contain the name of the individual or organization ~~renting the sign~~ **requesting the posting of a no-parking sign** and the date, time and location of use.

(3) ~~Signs used in parking meter areas must be posted prior to 5:00 p.m. on the night before its intended use and posted one sign per metered space. The permit must be attached to the meter pole with string or wire. The use of tape is not permitted.~~ **A daily parking permit must be requested at least 24 hours prior to its intended use. Requests for use of a daily parking permit on a Monday shall be submitted no later than the preceding Thursday. The Reading Parking Authority will post a no-parking sign consistent with the daily parking permit that is issued and it shall remove the no-parking sign when the use has ended.**

(4) ~~Signs used in nonmetered areas must be posted 12 to 16 hours prior to the time indicated on the signs. One sign is required for every parking space.~~ **One no-parking sign shall be required for every parking space.**

(5) Daily parking permits are exempt from street cleaning.

~~(6) Daily parking permits cannot be used at loading zones or pickup zones.~~

~~(7) It is illegal to alter this sign or attempt to use it at a date and/or time other than originally specified.~~

~~(8) After the sign has served its need and is no longer valid, the renter is responsible for its prompt removal and proper disposal.~~

~~(9) Should this sign become damaged or worn out before you are finished with it, bring it to the Reading Parking Authority for a replacement.~~

~~(10) No refunds or replacement signs will be issued by the Reading Parking Authority due to rescheduling of events, inclement weather or non-use by the renter.~~

(6) No refunds will be issued by the Reading Parking Authority due to the rescheduling of events, inclement weather or non-use of the daily parking permit that is issued.

(7) It shall be illegal to alter a no-parking sign or to attempt any use at a date and/or time other than originally specified.

~~(11) Any violation of any of the above regulations may result in prosecution.~~ **(8) Any violation of any of the above regulations will result in the levy of fines and may result in prosecution. The Reading Parking Authority shall be permitted to charge applicable daily parking permit fees to anyone that misuses a no-parking sign or fails to pay for any such use and shall be permitted to temporarily suspend the use of no parking signs by anyone that takes part in any such misuse.**

~~C. The cost of the daily parking permit shall be as provided in Chapter 212, Fees.~~

C. An individual that requests a daily parking permit for use in front of his or her residence shall be required to provide proof of residence in the City of Reading. Residential parking permits shall be for personal use only. Commercial use of a residential daily parking permit is prohibited.

D. The cost of a daily parking permit shall be as provided in 212-144. The rate for a residential parking permit shall be available for twenty or fewer days for a single residence in one calendar year. The issuance of a residential parking permit for a personal home shall thereafter be charged at the standard rate for general usage in a metered or non-metered parking space.

Drafted by: Reading Parking Authority
Sponsored/Referred by: Reading Parking Authority
Introduced on: Dec 14, 2020
Advertised on: Dec 21, 2020

**BILL NO. _____-2020
AN ORDINANCE**

AN ORDINANCE AMENDING THE CITY OF READING ORDINANCES, CHAPTER 576, PART 4, SECTION 576-411 REGARDING THE USE OF LOADING ZONES AND APPLYING A FEE FOR THE USE OF LOADING ZONES.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

Section 1: Council hereby amends Section 576-411 of the City of Reading Ordinances as set forth in Exhibit "A" attached hereto and incorporated;

Section 2: This ordinance shall become effective ten (10) days after approval in accordance with Sections 219 and 221 of the City of Reading Home Rule Charter.

Enacted _____, 2020

President of Council

Attest:

City Clerk

Sent to Mayor _____
Date: _____
Signed by Mayor _____
Date: _____
Vetoed by Mayor: _____
Date: _____
Over-ridden by Council:
Date: _____

Exhibit "A"

§ 576-411. Parking, stopping, standing or drifting prohibited in a loading zone or timed zone.

[Amended 2-12-2007 by Ord. No. 14-2007; 9-10-2007 by Ord. No. 68-2007; 10-22-2007 by Ord. No. 74-2007]

A. No person shall allow a vehicle to be parked, stopped, ~~or standing or drifted to conceal an officers chalk mark without loading activity for more than 30 minutes in a marked loading zone or more than time designated within the timed zone.~~ **in the following ways:**

(1) For more than the time designated in any marked loading zone or timed zone.

(2) Without loading activity in any marked loading zone.

B. No person shall drift a vehicle to conceal an officers chalk mark within a loading zone or a timed zone.

~~A. C. Creating commercial~~ **Commercial** loading zones **shall be established** to provide retail businesses with areas for commercial service-delivery vehicles to conduct loading and unloading activities (such as trucks that deliver or pick up beverages, food supplies, large merchandise, etc.). It shall be unlawful for any vehicle other than a commercial vehicle to occupy any commercial loading zone ~~within the City~~ during the hours indicated on the signs marking **applicable to any** such zones.

~~(1) COMMERCIAL VEHICLE — All~~ **A commercial vehicle shall include all** motor vehicles, with a gross vehicle weight (GVW) of 10,000 pounds or more, **that are** used for the transportation of goods, wares or merchandise. Passenger vehicles having a truck license or registration ~~do~~ **shall not qualify as a commercial vehicle.**

D. Use of loading zones, timed zones and commercial loading zones shall be charged at the parking meter rates set forth in the City Fee Schedule located in 212-144.

Drafted by: Reading Parking Authority
Sponsored/Referred by: Reading Parking Authority
Introduced on: Dec 14, 2020
Advertised on: Dec 21, 2020

**BILL NO. ____-2020
AN ORDINANCE**

**AN ORDINANCE AMENDING THE CITY OF READING ORDINANCES, CHAPTER
576, PART 4, SECTION 576-416 INCREASING AND REDUCING THE PARKING
FINES AND PENALTIES.**

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

Section 1: Council hereby amends Section 576-416 of the City of Reading Ordinances as set forth in Exhibit "A" attached hereto and incorporated;

Section 2: This ordinance shall become effective ten (10) days after approval in accordance with Sections 219 and 221 of the City of Reading Home Rule Charter.

Enacted _____, 2020

President of Council

Attest:

City Clerk

Sent to Mayor _____
Date: _____
Signed by Mayor _____
Date: _____
Vetoed by Mayor: _____
Date: _____
Over-ridden by Council:
Date: _____

§ 576-416. Notice of violation; waiver.

[Amended 10-14-2002 by Ord. No. 52-2002; 5-27-2003 by Ord. No. 16-2003; 8-9-2004 by Ord. No. 37-2004; 9-25-2006 by Ord. No. 60-2006; 2-12-2007 by Ord. No. 14-2007; 9-10-2007 by Ord. No. 68-2007; 11-10-2008 by Ord. No. 72-2008; 11-22-2010 by Ord. No. 97-2010; 11-25-2016 by Ord. No. 63-2016]

A. Any police officer or duly authorized Parking Authority employee shall place on **Notice that a** motor vehicles/conveyances **is** parked in violation of the provisions of this Part, a notice for the owner or operator. **of any parking restriction or parking regulation, either in this Part or as otherwise provided by law shall be provided.**

B. ~~Whenever any vehicle is caused, allowed or permitted by any person to be parked in an area in violation of any parking restriction or parking regulation either in this Part or as otherwise provided by law, notification of the violation may be given by the placing of a parking violation notice or copy thereof upon or within such vehicle, indicating: **The notice shall indicate: (1) the dollar amount of the penalty charged; and that such (2) that the penalty charge shall be paid to the Reading Parking Authority within 240 hours from the time of the violation; and (3) the place where the penalty charge shall be paid; and (4) the manner of payment. All unlawful parking penalties shall be paid no later than 30 days after the date of the violation. If the owner or operator fails to make payment as aforesaid, a citation shall be issued pursuant to Rules of Criminal Procedure 401.**~~

B. All parking penalties shall be paid no later than 30 days after the date of the violation.

C. Unlawful parking penalty charges for violations of the herein enumerated sections of this Part prior to issuance of a citation or other legal process are as follows: **The following penalties shall be charged to the owner or operator of a vehicle for a violation of these enumerated sections:**

| Code | Penalty | After 240 Hours | |
|--|---------|-----------------|--------------|
| | | | |
| § 576-401, Parking in prohibited areas | | \$35 | \$55 |
| § 576-402, Parking limited in designated areas | | \$35 | \$55 |
| § 576-403, Parking prohibited in specific areas | | \$30 | \$50 |
| Stop, stand or park a vehicle: | | | |
| In a traffic lane | | \$85 | \$100 |
| On a sidewalk | | \$60 | \$85 |
| Within an intersection | | \$35 | \$55 |
| On a crosswalk | | \$35 | \$55 |
| Between a safety zone and the adjacent curb | | \$35 | \$55 |

| | | |
|--|-------|-------|
| Alongside or opposite any street excavation | \$35 | \$55 |
| Upon any bridge or other elevated structure | \$35 | \$55 |
| On any railroad tracks | \$35 | \$55 |
| In the area between roadways of a divided highway | \$35 | \$55 |
| At any place where official signs prohibiting stopping | \$35 | \$55 |
| Stand or park a vehicle | | |
| In front of a public driveway or private driveway upon complaint received | \$60 | \$85 |
| Within 15 feet of a fire hydrant | \$85 | \$100 |
| Within 20 feet of a crosswalk at an intersection | \$35 | \$55 |
| Within 30 feet upon the approach to any flashing signal, stop, yield or signal | \$35 | \$55 |
| Within 20 feet of the driveway entrance to a fire station | \$35 | \$55 |
| Preventing the free movement, streetcar, municipal bus or public transportation | \$35 | \$55 |
| On limited access highways unless authorized by official traffic control devices | \$35 | \$55 |
| At any place where official signs prohibit standing | \$35 | \$55 |
| At a yellow curb | \$35 | \$55 |
| Park a vehicle within 50 feet of the nearest rail or railroad crossing | \$35 | \$55 |
| At any place where official signs prohibit parking | \$35 | \$55 |
| In an alley less than 18 feet wide | \$35 | \$55 |
| § 576 404, Blocked garage entrance | \$35 | \$55 |
| § 576 405, Greasing or repair work | \$80 | \$145 |
| § 576 407, Storage of vehicles on streets | \$60 | \$115 |
| § 576 407, 48 hour parking restriction tractor trailer | \$110 | \$200 |
| § 576 408, Illegally registered, uninspected or inoperable vehicles | \$60 | \$115 |
| § 576 409, Parking prohibited on private property | \$60 | \$85 |
| § 576 410, Handicapped space no plate, placard | \$135 | \$200 |
| § 576 411, Parked, stopped, standing in loading or timed zone | \$25 | \$40 |
| § 576 414, Nonpayment of daily parking fees | \$25 | \$40 |
| § 576 417, Residential parking permit required | \$35 | \$50 |
| § 576 418, Hazardous vehicles | \$60 | \$115 |
| § 576 420, Parked against traffic flow | \$35 | \$55 |
| § 576 602, Daytime parking restrictions | \$35 | \$90 |

*See attached table for updated penalties and fees.

D. In all cases, failure of the owner or operator to make payment within 30 days from the date a violation notice was served shall make the owner or operator subject to a **the penalties** penalty for the violation of indicated of not less than the amounts specified in

~~the 240 hours~~ **set forth in the** table above or an amount not to exceed the current allowable maximum prescribed by law.



EXHIBIT A

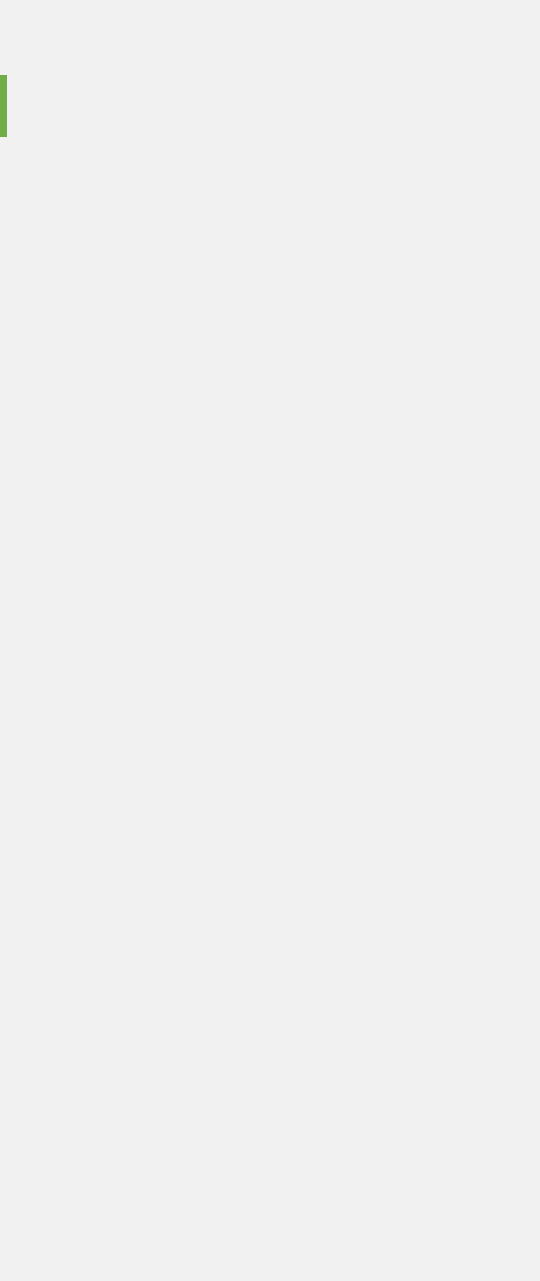
| <u>Ordinance</u> | <u>Violation</u> | <u>2020 Actual</u> | | <u>2021 Proposed</u> | | |
|-------------------------|---|---------------------------|---------------------------|-----------------------------|---------------------------|---------------------------|
| | | Violation | 10 Day Penalty | Violation | 10 day penalty | 30 day penalty |
| 576-402 | Posted limited time parking | \$35.00 | \$ 20.00 | \$ 40.00 | \$ 20.00 | \$ 20.00 |
| 576-402-10m | 10 Minute | \$35.00 | \$ 20.00 | \$ 40.00 | \$ 20.00 | \$ 20.00 |
| 576-402-15m | 15 minute | \$35.00 | \$ 20.00 | \$ 40.00 | \$ 20.00 | \$ 20.00 |
| 576-402-1h | 1 hour | \$35.00 | \$ 20.00 | \$ 40.00 | \$ 20.00 | \$ 20.00 |
| 576-402-20m | 20 minute | \$35.00 | \$ 20.00 | \$ 40.00 | \$ 20.00 | \$ 20.00 |
| 576-402-2h | 2 hour | \$35.00 | \$ 20.00 | \$ 40.00 | \$ 20.00 | \$ 20.00 |
| 576-402-30m | 30 minute | \$35.00 | \$ 20.00 | \$ 40.00 | \$ 20.00 | \$ 20.00 |
| 576-403 (A1) | No Stopping, Standing, Parking in Traffic Lane | \$85.00 | \$ 15.00 | \$ 90.00 | \$ 45.00 | \$ 45.00 |
| 576-403 (A10) | No stopping or standing | \$35.00 | \$ 20.00 | \$ 40.00 | \$ 20.00 | \$ 20.00 |
| 576-403 (A2) | Parked on sidewalk | \$60.00 | \$ 25.00 | \$ 65.00 | \$ 32.50 | \$ 32.50 |
| 576-403 (A3) | Parked within intersection | \$35.00 | \$ 20.00 | \$ 90.00 | \$ 45.00 | \$ 45.00 |
| 576-403 (A4) | Parked in crosswalk | \$35.00 | \$ 20.00 | \$ 90.00 | \$ 45.00 | \$ 45.00 |
| 576-403 (A5) | Parked within marked safety zone | \$35.00 | \$ 20.00 | \$ 40.00 | \$ 20.00 | \$ 20.00 |
| 576-403 (A6) | Parked alongside excavation / construction site | \$35.00 | \$ 20.00 | \$ 40.00 | \$ 20.00 | \$ 20.00 |
| 576-403 (A7) | Parked on bridge or elevated roadway | \$35.00 | \$ 20.00 | \$ 40.00 | \$ 20.00 | \$ 20.00 |

| | | | | | | |
|-------------|---|---------|-------|-------|-------|-------|
| 576-403 | | | \$ | \$ | \$ | \$ |
| (A8) | Parked on railroad tracks | \$35.00 | 20.00 | 40.00 | 20.00 | 20.00 |
| 576-403 | | | \$ | \$ | \$ | \$ |
| (A9) | Parked between roadways of a divided highway | \$35.00 | 20.00 | 40.00 | 20.00 | 20.00 |
| 576-403 | | | \$ | \$ | \$ | \$ |
| (B1) | Obstructing driveway issued on complaint | \$60.00 | 25.00 | 65.00 | 32.50 | 32.50 |
| 576-403 | | | \$ | \$ | \$ | \$ |
| (B2) | Within 15 feet of fire hydrant | \$85.00 | 15.00 | 90.00 | 45.00 | 45.00 |
| 576-403 | | | \$ | \$ | \$ | \$ |
| (B3) | Parked within 20 feet of a crosswalk at an intersection | \$35.00 | 20.00 | 90.00 | 45.00 | 45.00 |
| 576-403 | | | \$ | \$ | \$ | \$ |
| (B4) | Parked within 30 feet of traffic signal | \$35.00 | 20.00 | 40.00 | 20.00 | 20.00 |
| 576-403 | | | \$ | \$ | \$ | \$ |
| (B5) | Parked within 20 feet of or 75 ft of a fire station | \$35.00 | 20.00 | 40.00 | 20.00 | 20.00 |
| 576-403 | | | \$ | \$ | \$ | \$ |
| (B6) | Parked in bus stop | \$35.00 | 20.00 | 40.00 | 20.00 | 20.00 |
| 576-403 | | | \$ | \$ | \$ | \$ |
| (B7) | Parked on limited access highway | \$35.00 | 20.00 | 40.00 | 20.00 | 20.00 |
| 576-403 | | | \$ | \$ | \$ | \$ |
| (B8) | No standing | \$35.00 | 20.00 | 40.00 | 20.00 | 20.00 |
| 576-403 | | | \$ | \$ | \$ | \$ |
| (B9) | No parking yellow curb | \$35.00 | 20.00 | 40.00 | 20.00 | 20.00 |
| 576-403 | | | \$ | \$ | \$ | \$ |
| (C1) | Parked within 50 feet of railroad crossing | \$35.00 | 20.00 | 40.00 | 20.00 | 20.00 |
| 576-403 | | | \$ | \$ | \$ | \$ |
| (C2) | Official signs posted no parking | \$35.00 | 20.00 | 40.00 | 20.00 | 20.00 |
| 576-403 | | | \$ | \$ | \$ | \$ |
| (C3) | Parked in alley less than 18 feet wide | \$35.00 | 20.00 | 90.00 | 45.00 | 45.00 |
| 576-404 | | | \$ | \$ | \$ | \$ |
| | Parked obstructing garage entrance | \$35.00 | 20.00 | 40.00 | 20.00 | 20.00 |
| 576-405 | | | \$ | \$ | \$ | \$ |
| | Performing greasing or repair work | \$80.00 | 65.00 | 40.00 | 20.00 | 20.00 |
| 576-407 | | | \$ | \$ | \$ | \$ |
| | Vehicle stored on city street / property 72 hours | \$60.00 | 55.00 | 40.00 | 20.00 | 20.00 |
| 576-408 (A) | | | \$ | \$ | \$ | \$ |
| | Vehicle registration expired or missing | \$60.00 | 55.00 | 65.00 | 32.50 | 32.50 |

| | | | | | | |
|-------------|---|----------|---------|----------|----------|----------|
| 576-408 (B) | Inspection sticker expired or missing | \$60.00 | \$55.00 | \$65.00 | \$32.50 | \$32.50 |
| 576-408 (C) | Inoperable vehicle parked on street | \$60.00 | \$55.00 | \$65.00 | \$32.50 | \$32.50 |
| 576-409 | Private property issued on complaint | \$60.00 | \$25.00 | \$65.00 | \$32.50 | \$32.50 |
| 576-410 | Vehicle in handicapped space no plate or placard | \$135.00 | \$65.00 | \$200.00 | \$100.00 | \$100.00 |
| 576-411 | Parked in loading / pickup zone | \$25.00 | \$15.00 | \$40.00 | \$20.00 | \$20.00 |
| 576-414 | Non-payment of parking fee notice | \$25.00 | \$15.00 | \$40.00 | \$20.00 | \$20.00 |
| 576-417 | Signs posted resident permit zone over time limit | \$35.00 | \$15.00 | \$40.00 | \$20.00 | \$20.00 |
| 576-418 | | | \$ | \$ | \$ | \$ |
| (A1) | Hazardous vehicle health hazard | \$60.00 | \$55.00 | \$90.00 | \$45.00 | \$45.00 |
| 576-418 | | | \$ | \$ | \$ | \$ |
| (A2) | Hazardous vehicle fire hazard | \$60.00 | \$55.00 | \$90.00 | \$45.00 | \$45.00 |
| 576-418 | | | \$ | \$ | \$ | \$ |
| (A3) | Hazardous vehicle traffic hazard | \$60.00 | \$55.00 | \$90.00 | \$45.00 | \$45.00 |
| 576-420 | Parked against the flow of traffic | \$35.00 | \$20.00 | \$90.00 | \$45.00 | \$45.00 |
| 576-504 | Parked overtime in limited metered zone | \$20.00 | \$15.00 | \$40.00 | \$20.00 | \$20.00 |
| 576-509 | Parked overtime at a metered space | \$20.00 | \$15.00 | \$40.00 | \$20.00 | \$20.00 |
| 576-602 | DAYTIME PARKING RESTRICTIONS | \$35.00 | \$55.00 | \$40.00 | \$20.00 | \$20.00 |
| 576-602 | | | \$ | \$ | \$ | \$ |
| (B1) | Daytime Restrictions 8-12 | \$35.00 | \$55.00 | \$40.00 | \$20.00 | \$20.00 |
| 576-602 | | | \$ | \$ | \$ | \$ |
| (B2) | Daytime restrictions 12-4 | \$35.00 | \$55.00 | \$40.00 | \$20.00 | \$20.00 |
| 576-603 | Official signs posted no parking (Public Works) | \$35.00 | \$55.00 | \$40.00 | \$20.00 | \$20.00 |
| 576-816(1) | Boot Fee | \$200.00 | | \$100.00 | \$50.00 | \$50.00 |

| | | | | | | |
|------------|--|----------|----------|-----------|----------|----------|
| 576-816(b) | Barnacle Fee | \$125.00 | | \$ 100.00 | \$ 50.00 | \$ 50.00 |
| 576-908 | Official signs posted snow emergency route | \$50.00 | \$ 50.00 | \$ 50.00 | \$ 25.00 | \$ 25.00 |

 = Hazard class of violations
 = Reduction in Fee



Drafted by: Reading Parking Authority
Sponsored/Referred by: Reading Parking Authority
Introduced on: Dec 14, 2020
Advertised on: Dec 21, 2020

**BILL NO. ____-2020
AN ORDINANCE**

AN ORDINANCE AMENDING THE CITY OF READING ORDINANCES, CHAPTER 576, PART 4, SECTION 576-411 REGARDING THE USE OF LOADING ZONES AND APPLYING A FEE FOR THE USE OF LOADING ZONES.

THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

Section 1: Council hereby amends Section 576-411 of the City of Reading Ordinances as set forth in Exhibit "A" attached hereto and incorporated;

Section 2: This ordinance shall become effective ten (10) days after approval in accordance with Sections 219 and 221 of the City of Reading Home Rule Charter.

Enacted _____, 2020

President of Council

Attest:

City Clerk

Sent to Mayor _____
Date: _____
Signed by Mayor _____
Date: _____
Vetoed by Mayor: _____
Date: _____
Over-ridden by Council:
Date: _____

Exhibit "A"

§ 576-411. Parking, stopping, standing or drifting prohibited in a loading zone or timed zone.

[Amended 2-12-2007 by Ord. No. 14-2007; 9-10-2007 by Ord. No. 68-2007; 10-22-2007 by Ord. No. 74-2007]

A. No person shall allow a vehicle to be parked, stopped, ~~or standing or drifted to conceal an officers chalk mark without loading activity for more than 30 minutes in a marked loading zone or more than time designated within the timed zone.~~ **in the following ways:**

(1) For more than the time designated in any marked loading zone or timed zone.

(2) Without loading activity in any marked loading zone.

B. No person shall drift a vehicle to conceal an officers chalk mark within a loading zone or a timed zone.

~~A. C. Creating commercial~~ **Commercial** loading zones **shall be established** to provide retail businesses with areas for commercial service delivery vehicles to conduct loading and unloading activities (such as trucks that deliver or pick up beverages, food supplies, large merchandise, etc.). It shall be unlawful for any vehicle other than a commercial vehicle to occupy any commercial loading zone within the City during the hours indicated on the signs marking **applicable to any** such zones.

~~(1) COMMERCIAL VEHICLE — All~~ **A commercial vehicle shall include all** motor vehicles; with a gross vehicle weight (GVW) of 10,000 pounds or more; **that are** used for the transportation of goods, wares or merchandise. Passenger vehicles having a truck license or registration ~~do~~ **shall not qualify as a commercial vehicle.**

~~D. Use of loading zones within the parking zones identified in §576-502 timed zones and commercial loading zones shall be charged at the parking meter rates set forth in the City Fee Schedule located in 212-144.~~

Drafted by RPA Sol/City Sol
Sponsored by/Referred by Mayor/RPA
Introduced on December 14, 2020
Advertised on N/A

RESOLUTION NO. _____ -2020

WHEREAS, the City of Reading and the Reading Parking Authority entered into a Cooperation Agreement on May 1, 2001, and

WHEREAS, the City of Reading and the Reading Parking Authority have negotiated and agreed upon the terms and conditions of an Amended Cooperation Agreement and wish to continue to maintain the direction and control of parking operations by the Authority on behalf of the City.

NOW, THEREFORE, CITY OF READING CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

RESOLVED that Council of the City of Reading authorizes the execution of the Amended Cooperation Agreement, in substantial form, attached hereto and made a part hereof as Exhibit "A".

Adopted by Council _____, 2020

Jeffrey Waltman, President of Council

Attest:

City Clerk

AMENDED COOPERATION AGREEMENT

THIS AMENDED COOPERATION AGREEMENT ("Agreement"), with an effective date of _____ ("Effective Date") is made by and between the CITY OF READING, a municipal corporation of the Commonwealth of Pennsylvania, with its principal office at 815 Washington Street, Reading, Berks County, Pennsylvania ("City") and the READING PARKING AUTHORITY, an authority organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office at 613 Franklin Street, Reading, Berks County,

Pennsylvania (“Authority”). City and Authority are sometimes collectively referred to herein as the “Parties”.

WHEREAS, the City by the enactment of Ordinance 8-97, as signed by the Mayor of the City of Reading on April 15, 1997, authorized the Authority in accordance with the Pennsylvania Parking Authority Law to develop, administer and enforce a system of on-street parking regulations subject to and limited by the provisions of that ordinance; and

WHEREAS, the Authority subsequently administered and enforced on-street parking regulations to the mutual benefit of the City and the Authority and continues to do so at present; and

WHEREAS, the Parties entered into a Cooperation Agreement on May 1, 2001, to maintain the direction and control of parking operations by the Authority on behalf of the City and, by reason of this Amended Cooperation Agreement, intend to continue the Authority’s direction and control of parking operations on behalf of the City; and

WHEREAS, the Parties intend by the execution of this Agreement to continue the spirit of cooperation that exists between them for the promotion and advancement of the smooth and orderly circulation of motor vehicle traffic throughout the streets and thoroughfares of the City of Reading and to enhance the availability of parking for the health, safety and welfare of the community; and

WHEREAS, the Parties recognize and understand that this Agreement calls for continuing, fixed and dependable payments by the Authority to the City. In that regard, the Parties shall cooperate in making necessary changes to applicable Ordinances of the City to provide the Authority with continuing sources of revenue to ensure its payments to the City and to ensure that the Authority’s costs are properly accounted for and paid. The amendment of City Ordinances shall be a material part of this Agreement and a requirement for the Authority’s ability to make payments to the City as more fully set forth herein; and

WHEREAS, the Parties are contemporaneously entering into a Parking Facilities Agreement. The term of this instant Agreement and the Parking Facilities Agreement shall run concurrently unless either one is terminated pursuant to the specific provisions contained therein.

NOW, THEREFORE, both parties, intending to be legally bound, do hereby covenant and agree that the above recitals are incorporated herein and made a part of this Agreement and agree to the following terms and conditions:

1. Term. The authority and grant of power transferred to the Authority pursuant to Ordinance 8-97 shall remain in effect for the duration of the Parking Authority Charter unless otherwise agreed by the Parties. Subject to this provision, this Agreement shall have an initial term of three (3) years starting on the Effective Date. The Agreement shall renew for an additional three-year term on _____ and for continuing three-year terms thereafter unless either party provides notice of its intent to terminate the agreement no later than ninety (90) days prior to each renewal date or as otherwise agreed in writing by the Parties.

2. Department of Public Works. The Authority shall continue as an agent of the City to perform the following functions with respect to parking, which were the responsibility of the City’s Public Works Department before May 1, 2001:

- (a) propose to the City’s Administration and promulgate regulations regarding on-street parking, including the following:
 - (i) analysis of existing conditions;

- (ii) preparation of all documentation to modify existing or implement new parking regulations;
 - (iii) regulations designating residential parking zones and regulations in the implementing and administration of the residential parking program;
 - (iv) notify the City Engineer of any insufficient, defective or deteriorated signage;
 - (v) enforce parking regulations and provide guidance for the City's maintenance program. This includes authorizing and arranging for the removal of vehicles in accordance with applicable City Ordinances; and
 - (vi) provide professional guidance to the Administration on parking related matters that involve proposed development, infrastructure improvements and customer needs.
- (b) The power to promulgate regulations shall be limited, controlled and in conformity with all ordinances of the City of Reading enacted or to be enacted in the future with respect to on-street parking requirements.
 - (c) Propose to the City Engineer the contents and signs required pursuant to regulations established under section (a) above. The Department of Public Works shall fabricate, install and maintain all permanent signs regulating on-street parking. Public Works and the Authority may modify this procedure as needed.
 - (d) All modifications to any traffic related parking restriction shall be approved by the City Engineer. The Authority will submit such modifications to the City Engineer for prior written approval.
 - (e) The Authority will submit work orders to the Department of Public Works for signs required pursuant to section (a). The City Engineer, directly or through outside contractors, shall provide sufficient resources to fabricate, install and maintain such signs in a timely and efficient manner, and shall provide the Authority on a regular basis with a schedule for the performance of work orders issued by the Authority.
 - (f) The Authority shall consult with the City on comprehensive parking plans developed for areas of the City to ensure adequate and safe traffic movement as well as parking opportunities.
 - (g) The Authority shall receive all revenue for temporary, loading zone and short-term parking restriction permits.
 - (h) The Authority will assume the responsibility for installing, removing, repairing and replacing parking meters, kiosks and poles as needed.
 - (i) The Department of Public Works will notify the Authority, whenever possible, of any temporary short term parking restrictions it must initiate. Such notification to the Authority will be made as much in advance as possible to minimize any confusion to the public as well as enforcement on the streets.
 - (j) The Authority shall consult with the Department of Public Works from time to time as appropriate under the circumstances.
3. Police Department. The Authority shall continue as an agent of the City to perform the following functions with respect to parking, which were the responsibility of the City's Police Department before May 1, 2001:
- (a) The distribution, retrieval and issuance of parking tickets by Parking Enforcement Officers of the Authority.

- (b) The payment processing of all parking tickets issued by Police Officers and Parking Authority Personnel. The Authority shall retain all revenue from parking tickets issued by Police Officers and Parking Authority Personnel.
 - (c) The issuance of any on-street parking permits with the exception of short-term or emergency parking restrictions necessary for police operations.
 - (d) The power herein granted to the Authority shall be exercised concurrently with all powers given to the Department of Police in the enforcement of Standing, Stopping and Parking restrictions by applicable State and City law, with the understanding that the Department of Police is fully empowered, authorized and directed to continue to issue parking tickets and enforce all other laws, ordinances and statutes related to parking of the Commonwealth of Pennsylvania in the City of Reading. In addition, the Authority and the Department of Police shall have the concurrent ability to use vehicle immobilization devices and/or to order the tow of any vehicle for on-street parking violations pursuant to applicable sections of the City Ordinances. The Authority and the Department of Police shall each bear their own costs in their use of immobilization devices or for the towing of a vehicle as each may order.
 - (e) The Authority and the Department of Police may jointly develop and have printed parking tickets for use by both organizations. The Authority and the Department of Police shall each bear their own costs for the printing and issuance of parking tickets.
 - (f) The Department of Police shall retain the responsibility for responding to public inquiries or complaints regarding tickets issued by Police Officers.
 - (g) The Authority shall consult with the Department of Police from time to time as appropriate under the circumstances.
4. Department of Finance. The Authority shall continue as an agent of the City to perform the following functions with respect to on-street parking, which were the responsibility of the Department of Finance before May 1, 2001:
- (a) The collection and retention of funds from on-street parking, including but not limited to enforcement, parking meters, kiosks and mobile payment platforms as well as fines or penalties collected directly by the Authority.
 - (b) The collection and retention of fines and penalties from parking tickets issued by the Department of Police.
5. Payments to City.
- (a) The Authority shall retain all funds it collects pursuant to the powers granted hereby including but not limited to its enforcement of on-street parking regulations on behalf of the City. The Authority shall make an annual payment of One Million Two Hundred Sixty-One Thousand Dollars (\$1,361,000.00) to the City ("Payment Obligation"), payable in monthly installments, and shall not make any other payments to the City unless separately agreed in writing.
 - (b) The Authority's annual payment to the City shall be subject to that certain Continuing Covenant Agreement between the Authority and Fulton Bank, N.A., dated October 24, 2019.
 - (c) Subsequent payment amounts shall be negotiated and agreed to by the Parties no later than ninety (90) days prior to any future term renewals of this Agreement.

Otherwise, for each future term renewal, the annual amount payable by the Authority to the City shall be the amount of the Payment Obligation indicated in Paragraph 5(a) above.

6. Past Due Payments. As of the date of this Agreement, there are certain liabilities existing between the Parties related to City payments to the Authority for parking and related also to payments by the Authority to the City for salt and fuel. The City and the Authority hereby agree to a mutual release of these past debts and all other past debts that may exist between them, known or unknown as of the Effective Date of this Agreement, the City is indebted to the Authority in the total amount of \$1,107,870.00 for past due amounts owed by the City to the Authority pursuant to a prior Parking Facilities Agreement existing between them. The Authority shall receive an annual credit of \$100,000.00 towards its Payment Obligation to the City and until the balance owed by the City to the Authority is paid in full.

7. The Authority shall keep on file with the City Clerk's Office, at all times, complete and current copies of the Authority's Bylaws, as well as all resolutions, including amendments, supplements and/or revisions, adopted by the Authority in any manner pertaining to any matter contained in this Agreement and shall provide to the City copies of all Board meeting minutes.

8. All new debt over One Million Dollars incurred by the Authority after the date of ~~the~~this Agreement shall require approval by resolution of City Council if the City is required to be a guarantor of the debt. The Authority shall otherwise provide notice to the City of an intent to seek new financing over One Million Dollars. The Authority shall provide the details of any such financing to the City, including any documentation thereof, which the City shall review and may provide recommendations about prior to closing. All such requests by the Authority for approval of new debt shall be accompanied by a written explanation as to the following:

~~(a) A description of the project or purpose for which the new debt will be incurred;~~

~~(b) A comprehensive description of the terms and conditions of the proposed financing;~~

~~(c) A five (5) year projection of the impact of the debt on Authority finances; and~~

~~(d) The impact of the new debt on the Authority's debt service coverage ratio, including details of the calculation of the debt service coverage ratio. This provision does not apply to the refinancing of any existing Authority debt.~~

~~9. No later than June 15 of each calendar year~~Upon completion, the Authority shall provide to the City Clerk and City Auditor, a correct and complete financial audit and shall provide monthly financial reports to the City Clerk.

~~10. The City shall review the Authority's budget for each fiscal year and may provide recommendations~~, no later than November 1 of each year prior to its passage,

11. Force Majeure. The Parties shall not be liable for any delay in performance or any failure to perform hereunder that arises from any contingency beyond the Parties' reasonable control, including but not limited to, Acts of God, pandemics, governmental orders or restrictions, war, threats of war, riots, strikes, fires, floods, and/or other natural disasters, whether such

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contingency was known or contemplated to be possible. If such contingency arises, and either Party is unable to perform or pay an amount due and owing, the Parties shall renegotiate the performance or payment then due and owing to performance or an amount either party is able to perform or to pay.

12. Binding Agreement. The provisions of this Agreement shall be binding upon and to the mutual benefit of the parties hereto, their successors or assigns. There are no other agreements, verbal or otherwise, between the Parties concerning the matters set forth herein. Other than the prior transfer of the administration and enforcement of the City's on-street parking regulations to the Authority, including the direction and control of parking operations, as set forth in Ordinance 8-97 and the prior May 1, 2001 Cooperation Agreement between the City and the Authority, this Agreement shall replace and supersede all prior agreements of the City and the Authority, oral or written, regarding the subject matter hereof and any understandings with respect thereto.

13. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

14. Notices. Notices, demands or requests required or permitted to be made pursuant to, under or by virtual disagreement must be in writing and mailed, postage pre-paid, by certified or registered mail, return receipt requested or delivered by Federal Express or other reputable overnight delivery service providing written evidence of delivery, or by hand-delivery addressed as follows:

- If to City: City of Reading
c/o Managing Director
815 Washington Street
Reading, PA 19601

- with a copy to: City of Reading
c/o City Solicitor
815 Washington Street
Reading, PA 19601

- If to Authority: Reading Parking Authority of the City of Reading
c/o Executive Director
613 Franklin Street
Reading, PA 19601

- with a copy to: Mahlon J. Boyer, Esquire
Bingaman Hess
Treeview Corporate Center, Suite 100
2 Meridian Boulevard
Wyomissing, PA 19610

Such notices, demands or requests shall be deemed to have been given and delivered on the earlier of the date of actual receipt thereof or (i) if delivered by Federal Express or other reputable overnight delivery service, on the business day next succeeding the date on which the same was delivered by the sender to such courier for overnight delivery, or (ii) if by United States certified

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mail, as of three (3) business days after the date of mailing. Either party may change the address to which such notices, demands or requests shall be mailed hereunder by written notice of such new address served on the other party in accordance with the provisions of this Section. Notice given by legal counsel on behalf of any party shall be deemed to be given by such party.

15. Severability. If any provision hereof shall be held to be invalid, such invalidity shall not affect any other provision hereof; all remaining provisions shall be construed as valid and enforceable as if such invalid provisions had not been contained herein.

16. This Agreement may not be amended or modified except in writing executed by the parties hereto, after approval by the Board and the Council.

17. Entire Agreement. This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall be of any force or effect

CITY OF READING

READING PARKING AUTHORITY

BY: _____

BY: _____

Attest: _____

Attest: _____

Drafted by Reading Parking Authority
Sponsored by/Referred by Reading Parking Authority
Introduced on December 14, 2020
Advertised on N/A

RESOLUTION NO. _____-2020

WHEREAS, the Reading Parking Authority (“Authority”) operates parking facilities in the City of Reading; and

WHEREAS, City of Reading (“City”) has requested use of parking spaces in certain of the parking facilities operated by the Authority; and

WHEREAS, the Authority will permit City to use parking spaces in the Authority’s parking facilities pursuant to the terms and conditions set forth in the Parking Facilities Agreement, attached hereto and made a part hereof as Exhibit “A”; and

WHEREAS, the City and the Reading Parking Authority have negotiated and agreed upon the terms and conditions of the Parking Facilities Agreement.

NOW, THEREFORE, CITY OF READING CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

RESOLVED that Council of the City of Reading authorizes the execution of the Parking Facilities Agreement, in substantial form, attached hereto and made a part hereof as Exhibit “A”.

Adopted by Council _____, 2020

Jeffrey Waltman, President of Council

Attest:

City Clerk

PARKING FACILITIES AGREEMENT

This PARKING FACILITIES AGREEMENT ("Agreement"), with an effective date of _____ ("Effective Date"), is entered into by and between the READING PARKING AUTHORITY, an authority organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office at 613 Franklin Street, Reading, Berks County, Pennsylvania ("Authority") and the CITY OF READING, a municipal corporation of the Commonwealth of Pennsylvania, with its principal office at 815 Washington Street, Reading, Berks County, Pennsylvania ("City"). City and Authority are sometimes collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the Authority operates parking facilities in the City of Reading; and

WHEREAS, City has requested use of parking spaces in certain of the parking facilities operated by the Authority; and

WHEREAS, the Authority will permit City to use parking spaces in the Authority's parking facilities pursuant to the terms and conditions set forth below; and

WHEREAS, the Parties are contemporaneously entering into an Amended Cooperation Agreement. The term of this instant Agreement and the Amended Cooperation Agreement shall run concurrently unless either one is terminated pursuant to the specific provisions contained therein.

NOW, THEREFORE, both parties, intending to be legally bound, do hereby covenant and agree that the above recitals are incorporated herein and made a part of this Agreement and agree to the following terms and conditions:

1. Term. This Agreement shall have an initial term of three (3) years starting on the Effective Date. The Agreement shall renew for an additional three-year term on and for continuing three-year terms thereafter unless either party provides notice of its intent to terminate the agreement no later than ninety (90) days prior to each renewal date or as otherwise agreed in

writing by the Parties. Upon each renewal term, the Authority shall have the right to increase the monthly charge for each parking space provided to the City to reflect any increases in the Authority's standard garage rates.

2. Parking Spaces. The Authority shall make Two Hundred Fifty (250) parking spaces available to the City at the Authority's Poplar & Walnut Parking Garage, located at 700 Walnut Street, Reading, PA ("Garage"). City shall be required to pay the Authority for a minimum of Two Hundred Fifty (250) parking spaces at the Garage on a monthly basis for the entire term of this Agreement.

3. Payment. City agrees to pay Authority, without demand, on a monthly basis, Eighty-Seven Dollars (\$87.00) for each of the Two Hundred Fifty (250) parking spaces that the Authority provides to the City at the Garage, which is Twenty-One Thousand Seven Hundred Fifty Dollars (\$21,750.00) per month. This shall be the minimum, total amount due per month for the entire term of this Agreement. Payment shall be due on the first day of each month.

4. Additional Parking Spaces. City shall be permitted to request parking spaces at the Garage in addition to the Two Hundred Fifty (250) spaces provided herein. The terms and conditions of this Agreement, including the monthly cost for a parking space, shall apply to those additional parking spaces. The Authority shall provide the additional spaces to City upon request if immediately available. Otherwise, the Authority shall have thirty (30) days to provide additional spaces to City at the Garage or at another available parking facility of the Authority within reasonable proximity to the Garage if the additional spaces are not available at the Garage.

5. Maintenance. Nothing in the Agreement shall impede the Authority's ability to perform any maintenance or repairs at the Garage from time to time.

7. Compliance with Authority Rules/Regulations. The City, its employees, agents or representatives, or anyone else associated with City in its use of the Garage, shall comply with all of the generally applicable rules and regulations of the Authority, as amended from time to time.

8. Breach; Remedies. If City fails to make payment to the Authority when due, or shall otherwise breach this Agreement the Authority shall be permitted to:

a. Terminate this Agreement. Thirty (30) days written notice of the City's default, and its right to cure, shall be provided by the Authority to the City. If the default remains uncured thereafter, the Authority shall terminate this Agreement. Upon termination, the Authority shall have the right to shut off the permits it provides to City for access to the Garage. The Authority shall have the right to prevent City, its employees, agents or representatives, or anyone else associated with the City, from using the Authority's facilities.

b. Commence legal action to recover the entire balance of any amounts due hereunder subject to Authority's obligation to mitigate its damages, or for any other damages

incurred by the Authority as a result of the City's breach of this Agreement, including but not limited to all costs of collection and reasonable attorneys' fees.

9. Hold Harmless Clause. The Authority shall not be liable for any damages or injury incurred by City, its agents, customers, representatives, invitees or employees, in relation to their use of the Authority's facilities and, in particular, the Garage. City shall indemnify, defend and hold the Authority harmless against any and all liabilities, losses, obligations, claims, damages, and costs (including, without limitation, all reasonable attorneys' fees and expenses) which may be imposed upon, asserted against or incurred by the Authority as a result any accident, injury or death to any person or damage to any property occurring on or about the Authority's facilities as a result of the activities of City and/or any failure on the part of City to perform or comply with any of the terms hereof or any other requirement imposed by law.

10. Damage or Destruction of Garage. City shall indemnify and save the Authority harmless of and from any and all losses, damages, costs and/or expenses, including reasonable attorneys' fees, suffered or incurred by the Authority and arising out of or pertaining to any act or omission of any nature of City, its agents, assigns, employees, guests, customers, and/or invitees, that results in damage to or destruction of Authority facilities including, in particular, the Garage.

11. Force Majeure. Neither the City nor the Authority shall be liable for any delay in performance or any failure to perform hereunder that arises from any contingency beyond the Parties' reasonable control, including but not limited to, Acts of God, pandemics, governmental orders or restrictions, war, threats of war, riots, strikes, fires, floods, and/or other natural disasters, whether such contingency was known or contemplated to be possible. If such contingency arises, and the City is unable to pay an amount due and owing to the Authority, the Parties shall renegotiate the payment then due and owing to an amount the City is able to pay.

12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. City shall not be permitted to assign its rights hereunder without the express, written consent of the Authority.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein and supersedes all prior agreements, oral or written, and understandings with respect thereto. Any amendment, modification, or waiver of this Agreement shall not be effective unless in writing.

14. Remedies Cumulative. The rights and remedies given to Authority in this Agreement are distinct, separate and cumulative remedies, and, whether or not exercised by the Authority, shall not be deemed to be in exclusion of any of the others.

15. Headings. The headings contained in this Agreement are for convenience only and shall not affect its interpretation.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute the one and same Agreement.

17. Controlling Law. This Agreement shall be subject to and construed under the laws of the Commonwealth of Pennsylvania.

18. No Waiver. The failure of the Parties to enforce any of their rights hereunder shall not constitute a waiver thereof.

19. Severability. If any provision hereof, or part thereof, shall be determined to be invalid or unenforceable, the remaining provisions shall continue with the same force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed and sealed by their respective, duly authorized officers:

READING PARKING AUTHORITY

CITY OF READING

By: _____

By: _____

Date: _____

Date: _____