



CITY COUNCIL

Meeting Agenda

**REGULAR MEETING
COUNCIL CHAMBERS**

**MONDAY, JUNE 11, 2007
7:00 P.M.**

OPENING MATTERS

CALL TO ORDER

INVOCATION: Rabi Lipsker, Congregation Shomrei Habrith

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS AND PRESENTATIONS

Council Commendations:

Recognizing Electric Repair Company for over 60 years of service to the Reading Community. Recognition provided by Councilman Dennis Sterner.

Mayoral Proclamations:

PUBLIC COMMENT – AGENDA MATTERS:

Citizens have the opportunity to address the Council, by registering with the City Clerk before the start of the meeting. 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 who shall become 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 an agenda business shall speak at the beginning of the meeting and shall limit their remarks to 5 minutes. Those commenting on general

matters shall speak after the legislative business is concluded and shall limit their remarks to 3 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 presentation. Citizens may not ask questions of Council member or other elected or public official in attendance.

APPROVAL OF AGENDA AND MINUTES

2. **AGENDA:** Council Meeting of June 11, 2007.

3. **MINUTES:** Council Meeting of May 29, 2007

4. CONSENT AGENDA

Resolution- authorizing the submission of a Residential Reinvestment Program – Elm Street Grant application to request funding in the amount of \$50,000.00, out of the total project cost of \$61,500.00, for the purchase and installation of monitoring cameras within the designated residential area. **(Managing Director)**

Resolution- approving City Sewage Facilities plan revision for Reading School District's Millmont Elementary School. **(Public Works)**

Resolution- approving City Sewage Facilities plan revision modification for construction of Hydrojet Manufacturing Facility. **(Public Works)**

Award of Contract- to Burkhardt Mechanical, Inc., P.O. Box 6767, Wyomissing, PA, 19610, at a total bid price of \$51,000.00 for HVAC maintenance at City Hall for the Department of Public Works. **(Purchasing)**

Award of Contract- Kautter & Kelley Architects, 5 Belmont Avenue, Wyomissing, PA, 19610, at a total contract price of \$89,750. **(Purchasing)**

5. ADMINISTRATIVE REPORTS

6. FINANCE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

8. REPORTS FROM DIRECTORS & BOARDS AUTHORITIES AND COMMISSIONS

9. ORDINANCES FOR FINAL PASSAGE

Tabled Pending Further Discussion

Bill No. 16- amending the City of Reading Codified Ordinances by regulating advertisements for the sale of real estate in the City of Reading. **(Waltman/Goodman-Hinnershitz) *Introduced and tabled at the 03/12/07 meeting of Council.***

Bill No. 22- amending Chapter 20, Part 1 Solid Waste, of the City of Reading Codified Ordinances. **(Managing Director) *Introduced at the 03/12/07 meeting of Council; tabled at the 03/26/07 and 04/09/07 meeting of Council; discussed at the 04/16/07 Work Session.***

Bill No. 27- authorizing the Mayor to enter into agreement terminating the Clinton F. Earl Trust. **(Managing Director/Solicitor) *Introduced at the 03/26/07 meeting of Council; tabled at the 04/09/07 meeting of Council.***

Bill No. 28- amending Chapter 11, Housing, of the City of Reading Codified Ordinances. **(Managing Director/Solicitor) *Introduced at the 03/12/07 meeting of Council; tabled at the 03/26/07 meeting of Council***

Bill No. 31- amending the City of Reading Codified Ordinances, by amending Chapter 11 Housing, Part 1 Rental Occupancy Permits, Section 102 Definitions and Section 103 Permits Required. **(Spencer) *Introduced at the 04/09/07 meeting of Council; discussed during***

Bill No. 40- conveying, for \$1,000.00, a parcel known as the Chester Street Lot to Mr. John Weidner. **(Public Works Committee/Council Staff) *Introduced at the 05/14/07 meeting of Council; discussed and endorsed at the 04/16/07 Public Works Committee meeting; tabled at the 05/29/07 meeting of Council.***

Bill No. 42- authorizing the acquisition of 101 Lancaster Avenue, from National Penn Bank. **(Managing Director) *Introduced at the 05/29/07 meeting of Council.***

10. INTRODUCTION OF NEW ORDINANCES

Ordinance- amending the 2007 General Fund budget to increase the appropriation to BCTV 10 \$170,000.00, from \$155,000.00. **(Managing Director)** *Introduced at the 05/29/07 meeting of Council; has not satisfied the two week layover period and must remain on the table until the 06/25/07 meeting of Council.*

Ordinance- approving a Capital Grant to BCTV, in the amount of \$192,422.00. **(Managing Director)** *Introduced at the 05/29/07 meeting of Council; has not satisfied the two week layover period and must remain on the table until the 06/25/07 meeting of Council.*

Ordinance- renewing the annual contract with BCTV, in the amount of \$170,000.00 **(Managing Director)** *Introduced at the 05/29/07 meeting of Council; has not satisfied the two week layover period and must remain on the table until the 06/25/07 meeting of Council.*

Ordinance- authorizing the Mayor to renew a lease agreement with Easter Seals of Eastern Pennsylvania for the premises known as Camp Lilly. **(Managing Director)**

Ordinance- entering into Agreement with Alvernia College for the lease of improvements made at Angelica Park. **(Managing Director/Solicitor)**

Ordinance- increasing the salary of the Finance Director to \$75,000.00 per year. **(Managing Director)**

Ordinance- appropriating \$200,000.00 from the General Fund Budget to fund a fire training class for ten (10) individuals. **(Managing Director)**

Ordinance- authorizing the Mayor to renew a lease agreement with Alvernia College for the continued use of the Reading Police Academy. **(Managing Director/Solicitor)**

Ordinance- authorizing the conveyance of 1900 Centre Avenue to Colonial Electric Supply and authorizing the Mayor to execute all requisite documents for undertaking this conveyance. **(Solicitor)**

11. RESOLUTIONS

Resolution- approving the reallocation of CDBG funds in the amount of \$143,376.00 to fund the Office of Neighborhood Development. **(Managing Director)**
Tabled at the 05/29/07 meeting of Council; discussed at the 06/04/07 meeting of the Finance Committee.

Resolution- approving the intermunicipal transfer of a liquor license registered to Chee Yuen Hong, owner of Far East Restaurant, 2471 Lancaster Pike, Shillington, Pa 19607, to Rafael Guerrero, Vic President of Mambo Restaurant, 501 Washington Street, Reading Pa, 19601. **(Council Staff)**

Resolution- approving the exoneration of City taxes owed on the property located at 1729 Centre Avenue, which is owned by Total Family Christian Center Inc.
(Council Staff)

PUBLIC COMMENT - GENERAL MATTERS

COUNCIL BUSINESS / COMMENTS

COUNCIL MEETING SCHEDULE

Committee of the Whole-Mon, June 11th, Council Offices 5:00p.m.
Regular Meeting-Mon, June 11th, Council Chambers 7:00p.m.

Meeting with the Mayor- Wed, June 13th, Mayor's Office 4:00p.m.

Flag Day- City Hall Closed Thurs, June 14th.

Public Safety Committee-Mon, June 18th, Council Office 5:00p.m.
Public Works Committee-Mon, June 18th, Council Office 5:00p.m.
Work Session-Mon, June 18th, Penn Room 7:00p.m.

Conditional Use Hearing-Wed, June 20th, Council Chambers 5:00p.m.

Meeting with the Mayor- Wed, June 27th, Mayor's Office 4:00p.m.

Committee of the Whole-Mon, June 11th, Council Offices 5:00p.m.
Regular Meeting-Mon, June 11th, Council Chambers 7:00p.m.

TO: City Council
FROM: Thomas M. McMahon, Mayor
PREPARED BY: Deborah A.S. Hoag, P.E.
MEETING DATE: June 11, 2007
AGENDA MEMO DATE: June 8, 2007
REQUESTED ACTION: Act on Resolution for Sewage Plan Revision for Reading School District's Millmont Elementary School

RECOMMENDATION

The Administration recommends that Council approve this resolution for a sewage plan module as the proposed connection does comply with the allocations and other aspects of the provision of Chapter 94 of State Statutes.

BACKGROUND

The Pennsylvania code requires municipalities to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes. The code also provides for the revision of the plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management.

Reading School District proposes to raze the existing school and construct a new 2-story school with a ground floor parking garage to accommodate 775 students and 56 staff. The 2.05 acre parcel is bounded by Summit Avenue, Carroll Street, and Belvedere Avenue. Based on the proposed use and standard flows for that use, an additional 15,240 gallons per day or 38.1 equivalent dwelling units are the anticipated wastewater demand in excess of the prior use.

The Administration has determined that the land development described in the attached Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management. Upon review and approval by the City, the planning module will be sent to the Pennsylvania Department of Environmental Protection for final review.

BUDGETARY IMPACT

The planning module fee of \$500 will be deposited in the sewer revenue account.

PREVIOUS ACTION

None

SUBSEQUENT ACTION

None

RECOMMENDED BY

Environmental Division Manager, Public Works Director, Managing Director, and Mayor.

MOTION

Approve/Deny the resolution on the City Sewage Facilities plan revision for Reading School District's Millmont Elementary School.

RESOLUTION NO. _____

RESOLUTION FOR SEWAGE MODULE REVIEW FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE COUNCIL OF THE CITY OF READING, BERKS COUNTY,
PENNSYLVANIA (hereinafter "the municipality").

WHEREAS, Section 5 of the Act of January 24, 1966, P.L.1535, known as the "Pennsylvania Sewage Facilities Act", as amended and the Rules and Regulations of the Pennsylvania Department of Environmental Resources adopted thereunder,

TO: City Council
FROM: Thomas M. McMahon, Mayor
PREPARED BY: Deborah A.S. Hoag, P.E.
MEETING DATE: June 11, 2007
AGENDA MEMO DATE: June 8, 2007
REQUESTED ACTION: Act on Resolution for Sewage Plan Revision for Hydrojet Manufacturing Facility

RECOMMENDATION

The Administration recommends that Council approve this resolution for a sewage plan module as the proposed connection does comply with the allocations and other aspects of the provision of Chapter 94 of State Statutes.

BACKGROUND

The Pennsylvania code requires municipalities to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes. The code also provides for the revision of the plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management.

Hydrojet is planning to construct a manufacturing facility on 3.127 acres of the Reading Buttonwood Gateway bounded by Buttonwood Street, River Road, and Tulpehocken Streets. Using Pennsylvania Department of Environmental Protection standards, the projected flow of 50,000 gallons per day is equivalent to 125 EDUs.

The Administration has determined that the land development described in the attached Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management. Upon review and approval by the City, the planning module will be sent to the Pennsylvania Department of Environmental Protection for final review.

BUDGETARY IMPACT

The original planning module fee of \$500 was deposited in the sewer revenue account.

PREVIOUS ACTION

None

SUBSEQUENT ACTION

None

RECOMMENDED BY

Utilities Division Manager, Public Works Director, Managing Director, and Mayor.

MOTION

Approve/Deny the resolution on the City Sewage Facilities plan revision modification for construction of Hydrojet Manufacturing Facility.

RESOLUTION NO. _____

RESOLUTION FOR SEWAGE MODULE REVIEW FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE COUNCIL OF THE CITY OF READING, BERKS COUNTY,
PENNSYLVANIA (hereinafter "the municipality").

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, known as the "Pennsylvania Sewage Facilities Act", as amended and the Rules and Regulations of the Pennsylvania Department of Environmental Resources adopted thereunder,

Chapter 71 of Title 25 of the Pennsylvania code, requires the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS, Hydrojet has proposed the development and construction of a manufacturing facility. This project is described in the attached Sewage Facilities Planning Module. It is proposed that this land development be served by sewer tap-ins.

WHEREAS, the City of Reading finds that the land development described in the attached Sewage Facilities Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Reading hereby adopts and submits to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

PASSED COUNCIL _____ 2007

COUNCIL PRESIDENT

ATTEST:

CITY CLERK



AGENDA MEMO

FINANCE DEPARTMENT

TO: City Council
FROM: Heather Dunkle, Purchasing Coordinator
PREPARED BY: Heather Dunkle, Purchasing Coordinator
MEETING DATE: June 11, 2007
AGENDA MEMO DATE: June 6, 2007
RECOMMENDED ACTION: Awarding of Contract for HVAC Maintenance at City Hall for the Department of Public Works.

RECOMMENDATION

The recommendation is to award the contract to Burkhardt Mechanical, Inc., P.O. Box 6767, Wyomissing, PA, 19610, who is not the low bidder, at a total bid price of \$51,000.00 for HVAC maintenance at City Hall for the Department of Public Works. The low bidder failed to complete the required form "Statement of Contractor Qualifications for Providing Service"; therefore, causing us to question their ability to adequately perform the task at hand.

BACKGROUND

Bids for the HVAC maintenance for City Hall for the Department of Public Works were received on May 8, 2007. The bid award is based on the ability to maintain and service the existing water based HVAC units as well as maintain and service the air handling units.

A copy of the Schedule of Bids is attached for your review.

BUDGETARY IMPACT

The Department of Public Works and Accounting have confirmed that funds sufficient for this contract have been included in Account Code 01-07-74-4402.

PREVIOUS ACTION

None

SUBSEQUENT ACTION

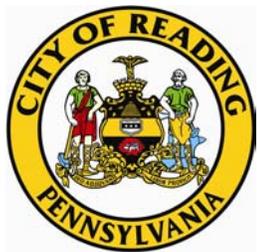
Formal action by Council is needed to award the contract at the June 11, 2007 meeting.

RECOMMENDED BY

Mayor, Managing Director, Directors of Finance and Public Works and Purchasing Coordinator.

RECOMMENDED MOTION

Approve/Deny the recommendation to award the contract to Burkhardt Mechanical, Inc. for the HVAC maintenance at City Hall.



AGENDA MEMO

FINANCE DEPARTMENT

TO: City Council
FROM: Heather Dunkle, Purchasing Coordinator
PREPARED BY: Heather Dunkle, Purchasing Coordinator
MEETING DATE: June 11, 2007
AGENDA MEMO DATE: June 6, 2007
RECOMMENDED ACTION: Awarding of Contract for Design Services for Improvements at the Pagoda for the Department of Public Works.

RECOMMENDATION

The recommendation is to award the contract to Kautter & Kelley Architects, 5 Belmont Avenue, Wyomissing, PA, 19610, at a total contract price of \$89,750.

BACKGROUND

Proposals for Design Services for the improvements at the Pagoda were received on March 14, 2007. The proposals were reviewed by a selection committee which ranked each firm on a series of criteria. Though Kautter & Kelley Architects was not the low bidder, their evaluation was more superior to the other firms.

BUDGETARY IMPACT

The Department of Public Works and Accounting have confirmed there are sufficient funds in the budget account code 34-07-74-4801 to cover the contract.

PREVIOUS ACTION

None.

SUBSEQUENT ACTION

Formal action by Council is needed to award the contract at the June 11, 2007 meeting.

RECOMMENDED BY

The Mayor, Managing Director, Directors of Finance and Public Works, and Purchasing Coordinator.

RECOMMENDED MOTION

Approve/Deny the recommendation for the purchase of Design Services for the improvements at the Pagoda in order that the contract may be awarded to Kautter & Kelley Architects.

**BILL NO. _____-2007
AN ORDINANCE**

**AUTHORIZING THE SALE OF THE FOLLOWING PROPERTY: STREET
READING, BERKS COUNTY, PENNSYLVANIA.**

SECTION 1. The City of Reading is the titled owner of lots 22 and 23, in block 27 of a plan known as Glenside the premises adjoins 1129 Chester Street, Reading, Berks County, Pennsylvania; and

SECTION 2. The City of Reading hereby offers said premises to Mr. John Weidner at the agreed upon price of \$1,000.00; and

SECTION 3. The City of Reading now waives any and all requirements as might be set forth in the Administrative Code, and

SECTION 4. City Council thereby directs the Administration to take the necessary steps to effectuate the conveyance of the property, with all possible speed, to Mr. John Weidner

SECTION 5. This Ordinance shall become effective 10 days after its adoption in accordance with Section 221 of the City of Reading Home Rule Charter.

Enacted _____, 2007

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date:

Received by Mayor's Office: _____

Date:

Approved by Mayor: _____

Date:

Vetoed by Mayor: _____

Date:

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2007, by and between the CITY OF READING, a municipal corporation situate in the County of Berks and Commonwealth of Pennsylvania, hereinafter "SELLER"

AND

MR. JOHN WEIDNER., a private citizen, residing at 1129 Chester Street in the City of Reading in the County of Berks and Commonwealth of Pennsylvania, hereinafter “PURCHASER”,

WHEREAS, the Purchaser acquired 1129 Chester Street in 1973; and

WHEREAS, in 1978 the Purchaser approached the Seller regarding the irregular parcel adjoining 1128 Chester Street, hereinafter “PARCEL”. The Parcel is defined as: lots 22 and 23 in Block 27 of a plan known as “Glenside” identified in Planning Book Volume 2, page 47, situate in the 19th Ward of City of Reading, County of Berks; and

WHEREAS, in 2005 the Seller sold properties through a competitive, open and fair auction, the Purchaser attempted to acquire the Parcel at auction; and

WHEREAS, the Purchaser was unsuccessful and the Seller remained titled owner of the Parcel; and

WHEREAS, upon conclusion of the auction the Purchaser restated a previous offer to acquire the property at a purchase price of \$1,000.00; and

WHEREAS, the Purchaser has maintained the Parcel for over thirty (30) years, originally clearing the Parcel of weeds and debris, the efforts of the purchaser has spared the Seller maintenance costs for the corresponding period; and

WHEREAS, the Purchaser desires to continue maintaining and improving the Parcel.

NOW THEREFORE, in consideration of the above promises and the mutual covenants herein contained, it is hereby agreed as follows:

1. The Seller does hereby demise and convey unto the Purchaser the following premises situate in the City of Reading, County of Berks and Commonwealth of

Pennsylvania, namely: lots 22 and 23 in Block 27 of a plan known as "Glenside" identified in Planning Book Volume 2, page 47, situate in the 19th Ward of City of Reading. The terms of this agreement shall commence upon execution of the agreement by the Mayor of the City of Reading and the Purchaser.

2. The Parcel is to be used by the Purchaser for the sole purpose of preserving and maintaining said area as an extension to and match of the property situate at 1129 Chester Street.
3. The Purchaser agrees to pay to the Seller \$1,000.00 upon commencement of the terms of the agreement.
4. It is further agreed that the Purchaser shall assume responsibility for all legal fees and other such costs as might be associated with the conveyance of the Parcel.
5. It is agreed and understood between the parties to this Agreement that the Seller shall not be liable for and the Purchaser hereby agrees to indemnify and save harmless the Seller of and from any and all claims or demands of any character from any person or persons whatsoever for losses, injuries or damages, including attorney's fees, suffered by reason of, or in connection with the occupancy and use of the demised premises by the Purchaser, its agents, employees or business invitees, and/or general public guests; and the Purchaser agrees to take out and maintain the appropriate insurance covering the demised premises.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year above written.

WITNESS:

CITY OF READING:

City Clerk

Mayor

“SELLER”

Mr. John Weidner

Resident

“PURCHASER”

BILL NO. _____-2007

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO EFFECTUATE THE TRANSFER OF OWNERSHIP OF PREMISES KNOWN AS 101 LANCASTER AVENUE, READING, BERKS COUNTY, PA FROM THE NATIONAL PENN BANK TO THE CITY OF READING.

WHEREAS, the City of Reading is interested in acquiring ownership of property known as 101 Lancaster Ave., Reading, Berks County, Pennsylvania (Mapped PIN # 5306-4965-1844); and

WHEREAS, the owner of said property is the National Penn Bank, which is willing to convey said premises for a sum certain of \$375,000; and

WHEREAS, the City of Reading finds that acquisition of subject premises pursuant to said condition is acceptable.

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents required to effectuate the transfer of the ownership of premises known as 101 Lancaster Avenue, Reading, Berks County, Pennsylvania, from the National Penn Bank, to the City of Reading for the purchase price of \$375,000.

SECTION 2. This Ordinance shall be effective ten (10) days after passage and approval by the Mayor.

Enacted _____, 2007

President of Council

Attest:

City Clerk

BILL NO. _____

AN ORDINANCE

AMENDING THE GENERAL FUND BUDGET FOR THE CITY OF READING INCLUDING REVENUES AND EXPENSES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2007 AND ENDING DECEMBER 31, 2007 TO INCREASE THE APPROPRIATION TO BCTV FROM \$155,000.00 TO \$170,000.00

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Ordinance 76-2006 setting forth the budgeted revenues and expenses for the general fund of the City of Reading for the fiscal year beginning January 1, 2007, and ending December 31, 2007, shall be amended to increase the appropriation to BCTV.

SECTION 2. All other items, parts, sections, etc. of the General Fund Budget for the City of Reading including Revenues and Expenses for the Fiscal Year beginning January 1, 2007 and ending December 31, 2007 shall remain in effect and unchanged.

SECTION 3. This ordinance shall be effective ten (10) days after its adoption, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted _____, 2007

President of Council

Attest:

City Clerk

BILL NO. _____

A N O R D I N A N C E

AMENDING THE GENERAL FUND BUDGET FOR THE CITY OF READING INCLUDING REVENUES AND EXPENSES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2007 AND ENDING DECEMBER 31, 2007, BY AUTHORIZING A CAPITAL GRANT TO BCTV IN THE AMOUNT OF \$192,500.00

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Ordinance 76-2006 setting forth the budgeted revenues and expenses for the general fund of the City of Reading for the fiscal year beginning January 1, 2007, and ending December 31, 2007, shall be amended to reflect the issuance of a capital grant in the amount of \$192,500.00 to BCTV.

SECTION 2. All other items, parts, sections, etc. of the General Fund Budget for the City of Reading including Revenues and Expenses for the Fiscal Year beginning January 1, 2007 and ending December 31, 2007 shall remain in effect and unchanged.

SECTION 3. This ordinance shall be effective ten (10) days after its adoption, in accordance with Section 219 of the City of Reading Home Rule Charter.

Enacted _____, 2007

President of Council

Attest:

City Clerk

BILL NO. _____-2007

A N O R D I N A N C E

**AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED AGREEMENT
BETWEEN THE CITY OF READING AND BERKS COMMUNITY TELEVISION.**

WHEREAS, the City of Reading reached an agreement with Comcast of New Mexico, LLC (Comcast) for the renewal of a cable franchise agreement; and

WHEREAS, pursuant to the terms set forth in the agreement between the City of Reading and Comcast, the City of Reading receives annual revenues, between \$650,000 and \$700,000.00, in the form of franchise fees; and

WHEREAS, the City of Reading has had prior agreements with Berks Community Television (BCTV), which provided for annual appropriations to cover operating expenses; and

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate the entering into an agreement between the City of Reading and Berks Community Television for the provision of an annual appropriation as described in the attachment.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2007

President of Council

Attest:

City Clerk
(Council Staff)

AGREEMENT

This Agreement entered into this _____ day of _____, 2007, by and between the City of Reading, a political subdivision of the Commonwealth of Pennsylvania, (hereinafter referred to as "City"), and Berks Community Television, a nonprofit corporation organized under and by virtue of the laws of the Commonwealth of Pennsylvania, (hereinafter referred to as "BCTV").

WITNESSETH

WHEREAS, by enacted ordinance (Bill# 101-85), City previously has utilized and has indicated its intent to continue to utilize community access channel capacity and the institutional network to develop and provide cable services that will be in the public interest; and

WHEREAS, City has previously entered into a franchise agreement with BerksCable, providing for a community access channel, a Government access channel, and an institutional network; and

WHEREAS, by authority arising from the aforesaid enacted ordinance (Bill# 101-85), City has previously delegated to BCTV and has indicated its intent to continue to delegate, the responsibility for access channel management to BCTV, termed the Access Channel Manager for a certain term; and

WHEREAS, by Resolution 5-2007 dated January 22, 2007, the City entered into a fifteen (15) year Cable Franchise Agreement with Comcast of New Mexico / Pennsylvania, LLC, effective February 1, 2007 and ending January 31, 2022, whereby the City designated BCTV or its successor as the administrator of the City's public access channel(s) and governmental access channel; and

WHEREAS, BCTV has indicated its intent and desire to be available to continue to assume the responsibilities and fulfill the functions required of Access Channel Manager in the said ordinance/resolution and franchise agreement; and

WHEREAS, by the enacted ordinance/resolution City has indicated its intent that access and community channels provided for any franchise agreement shall be managed in the best public interest, so that programming on such channels will be free of censorship, open to all

residents, and available for all forms of public expression, community information and debate of public issues.

NOW THEREFORE, in consideration of the mutual agreements and promises herein contained, the parties hereto intending to be legally bound have agreed as follows:

1. City hereby delegates to and empowers BCTV to perform those functions originally set forth in the ordinance (Bill# 101-85) at Section 5.8(B) and subsequently Resolution 5-2007 authorizing the Cable Franchise Agreement which referred to BCTV in Section 6.2.
2. BCTV agrees to fulfill all of those functions as set forth above in paragraph 1.
3. BCTV shall have possession and use of all equipment it has previously been supplied with during the previous contract term as well as all equipment it uses at present.
4. BCTV shall provide a report to City at least annually indicating achievements in community based programming and services.
5. During the first year of this contract which shall run from January 1, 2007, through December 31, 2007, City shall pay to BCTV the sum of One Hundred Seventy Thousand Dollars (\$170,000.00). During the second year of this contract which shall run from January 1, 2008, through December 31, 2008, City shall pay to BCTV the sum of One Hundred Seventy-five Thousand Dollars (\$175,000.00). During the third year of this contract which shall run from January 1, 2009, through December 31, 2009, City shall pay to BCTV the sum of One Hundred Eighty Thousand Dollars (\$180,000.00). During the fourth year of the contract which shall run during the period January 1, 2010, through December 31, 2010, City shall pay to BCTV the sum of One Hundred Eighty-five Thousand Dollars (\$185,000.00). During the fifth year of the contract which shall run from January 1, 2011, through December 31, 2011, City shall pay to

BCTV the sum of One Hundred Ninety Thousand Dollars (\$190,000.00). During the sixth year of the contract which shall run from January 1 2012, through December 31, 2012, City shall pay to BCTV the sum of One Hundred Ninety-five Thousand Dollars (\$195,000.00). During the seventh year of the contract which shall run from January 1, 2013, through December 31, 2013, City shall pay to BCTV the sum of Two Hundred Thousand Dollars (\$200,000.00). These payments shall be made by the City to BCTV on a quarterly basis.

6. This agreement shall go into effect on January 1, 2007, and shall remain in effect during good performance for a period of seven (7) years from the said date. However, either party may terminate this agreement at any time, with good cause, by giving the other party ninety (90) days written notice on intention to terminate, said notice to be given by certified mail addressed to the City at the Mayor's Office, City Hall, Reading, Pennsylvania, and addressed to BCTV at its office located at 645 Penn Street, Reading, Pennsylvania, and to be effective on the ninetieth (90th) day following receipt of said notice.

7. City shall have the right to audit the books of BCTV after the close of its fiscal year during the term of this agreement to confirm that all payments made by City to BCTV under this agreement have been used by BCTV for the purpose of providing the services required of it under the agreement. Costs of these audits shall be borne by City.

It is the specific intent of the parties that at the end of the aforesaid seven year period, if both parties are in compliance with the requirements hereof, the provision of this Contract shall be renegotiated with the intention of reaching a similar understanding for a reasonable period of time.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed on their behalf by the undersigned duly authorized officers

and have authorized their corporate seals to be affixed hereto the day and year first above written.

BILL NO. _____-2007

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN THE CITY OF READING AND THE EASTER SEALS OF EASTERN PENNSYLVANIA FOR PREMISES KNOWN AS "CAMP LILY".

WHEREAS, the City of Reading is the legal owner of certain property known as "Camp Lily" (mailing address of 10 List Road, Reading, PA 19606) as set forth in the attachment; and

WHEREAS, the City of Reading has previously allowed said property to be used by the Easter Seals of Eastern Pennsylvania and intends to enter into a lease pursuant to the terms set forth in attachment; and

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate and effectuate the lease between the City of Reading and the Easter Seals of Eastern Pennsylvania for property known as "Camp Lily" as set forth in the attachment.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2007

President of Council

Attest:

City Clerk

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, effective as of this _____ day of _____ 2007 ("LEASE"), by and between the **CITY OF READING**, a municipal corporation of the Commonwealth of Pennsylvania ("**LESSOR**");

AND

EASTER SEALS OF EASTERN PENNSYLVANIA (a Pennsylvania Corporation), (“LESSEE”);

WITNESSETH:

WHEREAS, **LESSOR** is the fee owner of certain real property being, lying and situated in Lower Alsace Township, Reading, Berks County, Pennsylvania, commonly known as “Camp Lily,” with mailing address of 10 List Road, Reading, PA 19606, and as approximately depicted in attached Exhibit “A” and being a part of PIN 531702762194 (the “Premises”);

WHEREAS, **LESSOR**, for many years, has granted **LESSEE** permission to use the Premises for, among other things, organizing and operating a summer camp for children;

WHEREAS, **LESSOR** and **LESSEE** desires to formalize the terms and conditions of said agreement in this **LEASE**;

WHEREAS, **LESSOR** and **LESSEE** desires to **LEASE** the Premises on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **LESSOR** and **LESSEE**, intending to be legally bound, hereby agree as follows:

1. PREMISES:

LESSOR hereby leases to **LESSEE**, and **LESSEE** hereby rents from **LESSOR**, upon and subject to the terms and conditions hereof, all that certain parcel with any improvements, including but not limited to a swimming pool, an enclosed activity building, two open pavilions with picnic tables and benches, bathrooms, changing rooms, a swing set and other playground equipment, and rabbit hutch/pen, commonly known as “Camp Lily,” with mailing address of 10 List Road, Reading, PA 19606, and situate in Lower Alsace Township, Reading, Berks County, Pennsylvania, as approximately depicted in attached Exhibit “A” and being a part of PIN 531702762194.

2. TERM:

This **LEASE** shall be for an initial term of 99 year(s) beginning on the 1st day of July, 2007, and continuing until the 30th day of June, 2106.

3. RENT:

(a) The **LESSEE** shall pay to the **LESSOR** the sum of one dollar (\$1.00) annually, the receipt and sufficiency of which is hereby acknowledged by **LESSOR**, on or before the 1st day of each year during the term on this **LEASE**. Said payment shall be payable to the City of Reading, at City Hall, 815 Washington Street, Reading, Pennsylvania 19601-3690.

(b) In the event **LESSEE** fails to make payment when due, **LESSOR** shall notify **LESSEE** in writing, via first class mail, return receipt requested. **LESSEE** shall be granted fifteen (15) days after receipt of the written notice to make said payment.

4. USE OF PREMISES:

(a) **LESSEE** shall use, occupy and be permitted to organize and operate a day camp for children (Monday through Friday 9:00 A.M. to 4:00 P.M.) for approximately six (6) weeks every summer beginning on or about July 4th and ending mid-August. **LESSOR** understands and agrees that the dates and times of the camp may vary from year to year; however, the camp shall not exceed 10 hours per day and 12 weeks per year.

(b) **LESSEE** shall further be permitted to organize and use the Premises for a sleep over on the last night of camp each year.

(c) **LESSEE** shall have building access for storage year round.

(d) **LESSEE** shall be permitted to hold holiday parties and conduct other activities during the year regardless whether camp is in session.

5. UTILITIES:

(a) **LESSOR** shall be solely responsible to pay directly any and all heating and electric costs associated with the Premises. **LESSOR** is further responsible for the maintenance and repairs of the Premises as set forth in Section 6.

(b) **LESSEE** shall be solely responsible to pay directly any and all telephone and computer terminal costs associated with the Premises, including without limitation, installation and maintenance as set forth in Section 6. **LESSEE** shall be solely responsible for costs of any and all current or future alarm systems on the Premises.

6. MAINTENANCE AND REPAIRS:

(a) **LESSOR** shall be solely responsible for and/or make any repairs to: (i) the heating and electrical systems located on or within the Premises; (ii) the general upkeep of the Premises, including but not limited to the buildings, grounds, outer areas, and grass; (iii) the emptying of the septic system; (iv) the removal of garbage; (v) mowing lawns; (vi) removing snow; and (vii) turning on/off the water in the spring and fall.

(b) **LESSEE** shall be solely responsible for maintenance and/or make any repairs to: (i) the swimming pool; (ii) the telephone and computer terminal connections; and (iii) the building alarm system or other security services.

(c) During the term of this **LEASE**, **LESSOR** shall permit **LESSEE** to repair the Premises for **LESSEE**'s camp by allowing each spring, **LESSEE**'s staff and volunteers to enter the Premises to, among other things, paint, plant and clear debris.

(d) The **LESSEE**, at its own expense, shall keep the Premises in a safe, sanitary and slightly condition, in good repair, and shall restore and yield them back to the **LESSOR** upon the termination of this **LEASE** in such condition and repair, ordinary wear and tear excepted.

7. ALTERATIONS, ADDITIONS AND IMPROVEMENTS BY LESSEE:

(a) **LESSEE** will not cause or permit any changes, alterations, repairs, painting or staining on any part of the Premises, including any furnishings or equipment belonging to **LESSOR**, nor to permit to be done anything that will damage or change the finish or appearance of the Premises or any furnishings or equipment owned by **LESSOR**, unless approved by the **LESSOR**.

(b) **LESSEE** will not further cause or permit any nails or any other things to be driven in any portion of the Premises, or any signs to be affixed either to the exterior of the Premises, unless approved by the **LESSOR**.

(c) Notwithstanding Section 7(a) and 7(b), **LESSOR** understands that other volunteer groups may paint murals, plant flowers and do other things to improve the Premises and **LESSOR** shall approve the same if reasonable and no damage results.

(d) Any and all improvements to said Premises by the **LESSEE**, or done by others at the request of the **LESSEE**, shall remain on the Premises and become **LESSOR**'s upon termination of this **LEASE**.

(e) **LESSEE** agrees to pay the cost of repairing any damage that may be done to the Premises, furnishings or fixtures by any act of the **LESSEE** or any of **LESSEE**'s employees or agents or anyone visiting the premises upon the invitation of **LESSEE**. It is expressly agreed that the **LESSOR** shall determine whether any such damage has been done, the amount of that damage and the reasonable cost of repairing that damage, and whether it is one for which, under the terms of this agreement, **LESSEE** is to be held responsible. Notwithstanding the forgoing, **LESSEE** shall be permitted to have the statement setting forth the amount of damages reviewed

by a trade professional of its choice to determine the reasonableness of the charge. In the event a dispute arises over the reasonableness of such costs and expenses, **LESSEE** shall not be deemed in default under this **LEASE** until ten (10) days after the dispute has been resolved.

8. PERSONAL PROPERTY

The **LESSOR** reserves the right after termination of this **LEASE** to remove from the Premises all effects remaining there and to store them wherever it sees fit in its name, or at its option in the name of the **LESSEE**, but at the cost, expense and risk of the **LESSEE**, and **LESSOR** shall not be liable in any way to **LESSEE** on account of removing and storing any effects.

9. ACCESS TO PREMISES:

LESSOR may enter the Premises, without entering causing or constituting a termination of the privilege or an interference for the possession of the Premises by **LESSEE**, and do all things necessary to restore the Premises to the condition required, charging the relevant cost and expense to the **LESSEE** and **LESSEE** agrees to pay **LESSOR**, in addition to the charges reserved, all costs and expenses. Notwithstanding the forgoing, **LESSEE** shall be permitted to have the statement setting forth the amount of such costs and expenses review by a trade professional of its choice to determine the reasonableness of the charge incurred by the **LESSOR**. In the event a dispute arises over the reasonableness of such costs and expenses, **LESSEE** shall not be deemed in default under this **LEASE** until ten (10) days after the dispute has been resolved.

10. RESTRICTIONS:

(a) The **LESSEE** shall not bring or permit anyone to bring onto the Premises or to keep there anything that will increase the fire hazard or the rate of insurance on the Premises or any property thereon.

(b) **LESSEE** shall not bring or permit any person to bring into the Premises any animals or any other property that are not a part of **LESSEE'S** programs or other activities, without **LESSOR'S** consent. Such consent shall not be unreasonably withheld.

(c) **LESSEE** shall not place or put up any decorations that are not a part of **LESSEE'S** programs or other activities, without **LESSOR'S** consent. Such consent shall not be unreasonably withheld. included

(d) The **LESSOR** reserves the right at any time to require **LESSEE** to remove from the Premises any animals, furniture, fixtures, wiring, exhibits, or any other things placed there or to be permitted to be placed there that are not a part of **LESSEE'S** programs or other activities.

(e) Notwithstanding Section (10)(b) above, **LESSEE** shall be permitted to provide programs and activities for camp participants that include animals. **LESSEE** may bring said animals onto the Premises without obtaining **LESSOR'S** prior consent.

(f) Notwithstanding Section (10)(b) above, **LESSEE** shall be permitted to bring and maintain the camp rabbit on the Premises.

(g) Notwithstanding Section (10)(c) above, **LESSEE** shall be permitted to place or put up any decorations that are a part of **LESSEE'S** programs or other activities, without obtaining **LESSOR'S** prior consent.

11. CONTROL:

In renting the premises, **LESSOR** does not relinquish the right to control the management of the Premises, and to enforce all necessary and proper rules for the management and operation of the same.

12. INSPECTION:

The **LESSEE** stipulates that **LESSEE** has examined the Premises prior to the execution of this **LEASE** and is satisfied with the physical condition of the Premises, and **LESSEE'S** taking possession shall be conclusive evidence of its receipt of the Premises in a safe, sanitary and slightly condition and in good repair.

13. RESPONSIBILITY AND INDEMNITY:

(a) The **LESSEE** shall only assume all risks, based on or arising out of, the use and occupancy of the Premises for agency activity and shall only be responsible for all accidents or injuries of any nature to persons or property caused by its operations at the Premises. **LESSOR** shall assume and be responsible for all risks, based on or arising out of: (i) all accidents or injuries of any nature to persons or property not caused by **LESSEE'S** operations at the Premises; (ii) the negligence or willfulness conduct of **LESSOR** and its employees, agents or contractors, or (iii) **LESSOR'S** breach of its obligations under this **LEASE**.

(b) **LESSEE** shall indemnify, defend upon request and hold **LESSOR**, its employees and agents harmless from and against all costs, damages, claims, liabilities and expenses (excluding attorneys' fees), losses and court costs suffered by or claimed against **LESSOR**, directly or indirectly, based on or arising out of, in whole or in part, the use and occupancy of the Premises for **LESSEE'S** activities. **LESSOR** shall indemnify, defend upon request and hold **LESSEE**, its employees and agents harmless from and against all costs, damages, claims, liabilities and expenses (excluding reasonable attorney's fees), losses and court costs suffered by or claimed against **LESSEE**, directly or indirectly, based on or arising of: (i) any occurrence not caused by **LESSEE'S** operations at the Premises; (ii) the negligence or willfulness conduct of **LESSOR** and its employees, agents or contractors, or (iii) **LESSOR'S** breach of its obligations under the **LEASE**.

(c) The **LESSOR** assumes no responsibility for any property placed in the Premises.

14. INSURANCE:

The **LESSEE** shall carry, at its own expense, with a company satisfactory to the **LESSOR** and authorized to do business in the Commonwealth of Pennsylvania, the following insurance coverage, and shall furnish the **LESSOR** certificates of the coverage which include **LESSOR** as an additional insured: (i) Property Damage insurance in the amount of \$ _____; and (ii) public/general liability insurance (including coverage for sexual abuse) with the limit in the amount of \$1,000,000.00 for any one accident. The **LESSOR** is to be made a coinsured with the **LESSEE** on this insurance and the insurance policy is to contain a rider requiring that the **LESSOR** be notified _____ days in advance of any change or termination of the insurance policies.

15. CASUALTY:

In case the Premises covered by this **LEASE** be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this **LEASE** by the **LESSOR** impossible, then the term of this **LEASE** shall end **UNLESS** the **LESSEE** elects to reconstruct and/or restore the Premises for continued use pursuant to the terms of this **LEASE**.

16. ASSIGNMENT AND SUBLETTING:

The **LESSEE** shall not assign this **LEASE**, nor suffer any use of the Premises other than originally intended without the prior written consent of the **LESSOR**. The **LESSEE** shall not sublease the Premises unless prior approval by the **LESSOR** is obtained in writing.

17. COMPLIANCE WITH LAWS:

The **LESSEE** agrees that all persons, employees, or agents connected with the purposes for which the Premises are rented shall comply with all laws of the United States, Commonwealth of Pennsylvania, and all ordinances / resolutions of the applicable municipality/borough.

18. NOTICES:

Any notice required to be sent shall be in writing and shall be mailed to the respective parties by posting it in the United States mail at the following addresses:

LESSOR:

City of Reading, Department of Law
Rm. 2-54, 815 Washington Street
Reading, PA 19601

LESSEE:

Easter Seals of Eastern Pennsylvania

Attn: Deborah F. Hill

1501 Lehigh St., Suite 201

Allentown, PA 18103

19. GOVERNING LAW AND VENUE:

This **LEASE** shall be construed in accordance with the law of the Commonwealth of Pennsylvania and the courts of Berks County, PA shall have jurisdiction of any dispute.

20. PARTIES:

This **LEASE** and all provisions shall be binding and inure to the benefit of the heirs, executors, administrators, successors, and assigns of both parties.

21. CAPTIONS:

The captions preceding the Paragraphs of this **LEASE** are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this **LEASE** nor in any way affect this **LEASE**.

22. SEVERABILITY:

If any provision of this **LEASE** shall be deemed to be invalid or unenforceable, the remainder of the provisions of this **LEASE** shall not be affected thereby and each and every provision of this **LEASE** shall be enforceable to the fullest extent permitted by law.

23. INTERPRETATION:

As used in this **LEASE** and when required by context, each number (singular or plural) shall include all numbers, and each gender shall include all genders. The term "person" as used herein means person, firm, association, or corporation, as the case may be. This **LEASE** was prepared and negotiated by the parties hereto and all clauses of this **LEASE** as an entirety shall be so construed regardless of, and without prejudice to, the party who actually memorializes this document in final form.

24. AMENDMENT:

No alteration, amendment, change or addition to this **LEASE** shall be binding upon **LESSOR** or **LESSEE** unless reduced to writing and signed by each party.

25. ENTIRE AGREEMENT:

This **LEASE** constitutes and expresses the whole **LEASE** of the parties hereto with reference to the subject matter hereof and to any of the matters or things herein provided for or hereinbefore discussed or mentioned in reference to the subject matter hereof; all prior promises, undertakings, representations, agreements, understandings and arrangements are null and void unless in writing as part of this **LEASE**.

BILL NO. _____-2007

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN THE CITY OF READING AND ALVERNIA COLLEGE FOR PREMISES BEING A PORTION OF ANGELICA PARK.

WHEREAS, the City of Reading is the legal owner of certain property known as Angelica Park; and

WHEREAS, the City of Reading desires to lease a portion of said property to Alvernia College and intends to enter into a certain lease containing the terms set forth in attached Exhibit A;

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate and effectuate the lease between the City of Reading and Alvernia College for a certain portion of property known as Angelica Park in accordance with terms set forth in the attached Exhibit A.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2007

President of Council

Attest:

City Clerk



AGENDA MEMO MANAGING DIRECTOR

TO: President Spencer and Members of the City Council

FROM: Leon Churchill, Managing Director

MEETING DATE: June 11, 2007

AGENDA MEMO DATE: June 6, 2007

RECOMMENDED ACTION:

To approve an Ordinance presented by the Administration relating to the annual salary for Ryan Hottenstein, Finance Director, for the City of Reading.

RECOMMENDATION:

It is the recommendation of this Administration to increase the salary for the Finance Director to \$74,900, a fourteen (14%) percent increase, effective upon his anniversary date. The performance evaluation supporting this recommended action was conducted as per our City Ordinance No. 22-2002, which provides for a performance review of department heads to be completed by the Managing Director.

BACKGROUND:

It is this Administration's position to make the salary level for all department directors as equitable and fair as possible. The proposed salary increase for Mr. Hottenstein is significant, but denotes the financial position and performance of the City, his contributions on corporate issues, and an effective relationship with the City Council. The proposed salary level is commensurate with other department directors and acknowledges Mr. Hottenstein's progression as a professional public administrator.

In sum, the positive aspects and outlook in Mr. Hottenstein's performance include:

- Provided leadership in financial transactions leading to financial recovery of the city.

- Restructured the Finance Department operations based on a consultant's study
- Organized and led performance measure process for the organization and subsequent changes
- Led CIP process and subsequent editions with great effectiveness
- Helped create a more customer accessible/friendly accounting operation
- Designed and created citizens services center for the City
- Developed and reported out on a set of financial policies for the City

No operation or individual is perfect, and issues that need to be addressed include improvement in external relationships with other City operations. The city organization is not accustomed to an integrated financial management system with a uniform corporate style. Resistance from various entities has been detected, which should be responded to enhanced communication and problem-solving rather than evoking a power struggle.

BUDGETARY IMPACT:

The 14% increase amounts to \$10,000. Funds are available in the City's General Fund in the Finance Department budget in various accounts.

PREVIOUS ACTION:

Not applicable.

SUBSEQUENT ACTION:

Not applicable.

RECOMMENDED BY:

The Mayor and Managing Director

RECOMMENDED MOTION:

Increase the present salary of the Finance Director to \$74,900.

BILL NO. _____-2006

AN ORDINANCE

AN ORDINANCE OF THE CITY OF READING SETTING FORTH THE SALARY OF THE FINANCE DIRECTOR.

SECTION 1. COMPENSATION. The salary of the Finance Director, Ryan P. Hottenstein, shall be SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) per annum, payable in equal bi-monthly installments.

SECTION 2. BENEFITS. Ryan P. Hottenstein shall receive benefits accorded to other non-union management/professional personnel of the City.

SECTION 3. REPEALER. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

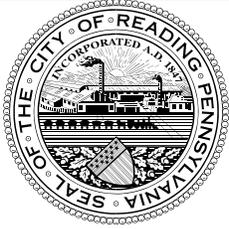
SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective 10 days after the passage of Council.

Passed Council _____, 2007

President of Council

Attest:

City Clerk



AGENDA MEMO MANAGING DIRECTOR

TO: President Spencer and Members of the City Council

FROM: Leon Churchill, Managing Director

MEETING DATE: June 11, 2007

AGENDA MEMO DATE: June 6, 2007

RECOMMENDED ACTION:

To approve an Appropriation of \$200,000 from the General Fund Balance presented by the Administration relating to the funding of a fire training class of ten individuals for 2007.

BACKGROUND:

The original goal for the RFD staffing was to maintain current levels and rely upon overtime. The City has not been able to afford training and overtime funding at the same time. The RFD is now having difficulty getting people to work overtime voluntarily. For example, the department had to fill 80 predicted vacancies for one week on the regular Monday morning recall, and was unable to fill all the positions. Three paramedics and one firefighter were called back to work. The reliance on overtime is beginning to be excessive as evidenced by the amount of overtime opportunities refused. Hiring new firefighter will not relieve the immediate problem for another six months, but failure to hire will create operational dysfunction.

There are currently 17 vacancies in the Fire Department. There will probably be at least three more vacancies by the end of the year bringing the total to 20 (which is more than 1/6th of the department). Waiting to hire 20 next year will create substantial logistical problems, and will exceed the student to instructor ratio of 7 to 1 three times over. Driver training on seven pumpers is challenging with a class of ten, and impossible with a class of twenty.

The proposed hiring of ten new firefighters also occurs in the context of the recently approved settlement over the *Horne v. City of Reading*. That agreement calls for the

aggressive recruiting, hiring, and training of new firefighters with the goal of a fire department reflecting the community. The proposed hiring of ten new firefighters does not have the benefit of those new recruiting tactics and strategies.

BUDGETARY IMPACT:

Some of five of the ten half-year salaries for new people would already be available in the Fire budget due to vacancies greater than projected for this year. The RFD already has the funding for 12 sets of turnout gear, thus negating the need for those funds. Funding the proposed firefighters from the General Fund balance allows the City to avoid concurrently paying for them and the overtime for current firefighters. The timing of starting the firefighter training now allows them to come online at the beginning of 2008 with funding largely by the reduction in overtime in the Fire Department budget. The estimate of \$200,000 compares with funding requirements of \$300,000 under ordinary circumstances.

PREVIOUS ACTION:

Not applicable.

SUBSEQUENT ACTION:

Not applicable.

RECOMMENDED BY:

The Mayor and Managing Director

RECOMMENDED MOTION:

Approve the transfer from the city's General Fund balance in the amount of \$200,000.

BILL NO. _____-2007

A N O R D I N A N C E

AN ORDINANCE AMENDING THE FULL-TIME EMPLOYEE POSITIONS FOR THE CITY OF READING FOR THE FISCAL YEAR 2007.

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

SECTION 1. Full-Time positions for the City of Reading’s fiscal year beginning January 1, 2007, and ending December 31, 2007, shall be as set forth in Exhibit A attached hereto and made a part hereof.

SECTION 2. Amending the Fire Department to add 10 (ten) new firefighter positions.

SECTION 3. This Ordinance shall become effective 10 days from the passage of Council.

Enacted _____, 2007

President of Council

Attest:

City Clerk

(LAW DEPT.)

Submitted to Mayor: _____
Date: _____

Received by the Mayor’s Office: _____
Date: _____

Approved by Mayor: _____
Date: _____

Vetoed by Mayor: _____
Date: _____

**City of Reading
Listing of Positions
For the 2007 Operating Budget**

<i>Division</i>	<i>Position Title</i>	<i>2007 # of Employees</i>
Mayor		
	Administrative Assistant To The Mayor	1
	Executive Assistant To The Mayor	1
	Mayor	1
		<hr/> 3
Managing Director		
	Managing Director	1
	Executive Secretary/ Admin Aide	1
		<hr/> 2
Call Center		
	Call Center Manager	1
	Customer Service Representatives	3
		<hr/> 4
Office of Neighborhood Development		
	Neighborhood Development Manager	1
		<hr/> 1
City Auditor		
	City Auditor	1
	Auditing Coordinator	1
		<hr/> 2
City Council		
	Council President	1
	Council Member	6
	Assistant City Clerk	1

	Administrative Assistant	1
	City Clerk	1
		<hr/>
		10
Treasurer		
	Clerk Typist II	3
	Chief Clerk	1
		<hr/>
		4
HR-Personnel/Pension		
	Affirmative Action Officer/Recruiter	1
	Confidential Secretary	0.75
	Human Resources Coordinator - Benefits	1
	Human Resources Coordinator - Pension	1
	Human Resources Supervisor	0.5
	Human Resources Director/Risk and Safety	0.5
		<hr/>
		4.75
Solicitor		
	Solicitor	1
	Confidential Secretary	1
	Executive Secretary/Admin	
	Aide/Paralegal	1
	Legal Specialist	2
		<hr/>
		5
Finance Director		
	Budget Analyst	0
	Confidential Secretary	1
	Finance Director	1
	Floater - Finance	2
	Grant Writer	1
		<hr/>
		5
Garage		
	Maintenance Mechanic	7
	Maintenance Worker I/Parts Person	1
	Secretary	1
	Small Engine Repairperson	1
	Foreman	1
		<hr/>
		11
Purchasing		

	Purchasing Coordinator	1
		<hr/> 1
CD Planning		
	Secretary	0
	Zoning Technician	1
	Planner II	1
	Planner I	0
	Planning and Zoning Division Manager	0
		<hr/> 2
CD Administration		
	CD Specialist & Historian	0.9
	Confidential Secretary	1
	CD Director	0.5
		<hr/> 2.4
Accounting		
	Accounting & Treasury Manager	1
	Accountant	1
	Accounting Clerk	1
	CD Specialist	0.25
	Payroll Clerk	1
	Revenue Accountant	1
		<hr/> 5.25
Tax Administration		
	Budget/Tax Manager	1
	Tax Supervisor	1
	Tax Examiner	1
	EIT Analyst	1
	Tax Specialist	1
	Accounts Coordinator	1
	Secretary	1
	Delinquent Tax Collector	1
	Tax Clerk II	5
	Mailroom/Tax Clerk	0.5
	Clerk Typist II	1
		<hr/> 14.5
Mailroom		
	Mailroom/Tax Clerk	0.5
		<hr/> 0.5
Information Technology		
	GIS Analyst - Sewer	1

	GIS Coordinator	1
	Application Specialist	1
	Network Analyst	0
	Network Administrator	1
	Developer	1
	Clerk Typist II	1
	Web Developer	1
	System Support Analyst	1
	IT Manager	1
	Lead Developer	1
	Technical Trainer	0
		<hr/>
		10
Budget		
	Budget/Tax Manager	0
		<hr/>
		0
Traffic Engineering		
	Traffic Planner	0.5
	Services Division Manager	0
	Equipment Operator II	1
	Tradesman	0
	Traffic Engineering Technician	2
	Maintenance Worker I/Signmaker	1
	Secretary	0.4
	Equipment Operator I	1
		<hr/>
		5.9
Police - Criminal Investigations		
	Investigator	0
	Captain 3-3	1
	Criminal Investigator	28
	Lieutenant	1
	Police Officer	3
	Police Officer/FTO	1
	Court Liason	1
	Sergeant	6
		<hr/>
		41
Police - Special Services		
	Inspector	1
	Lead Clerk/Trainer	1
	Police Officer	6

Police Officer/FTO	1
Telecommunicator Supervisor	1
Telecommunicator I	1
Telecommunicator II	14
Records Clerk	5
Records Operations Supervisor	1
TAC Officer	1
Lieutenant	2
Secretary - Police Academy	1
Sergeant	4
Shift Supervisor	1
	<hr/>
	40

Police - Patrol

Captain	2
Clerk Typist I	1
Lieutenant	4
Police Officer	115
Police Officer/ACT CI	2
Police Officer/FTO	8
Police Trainee	7
Inspector	0
Sergeant	18
TAC Officer	0
Radio Dispatcher Supervisor	0
Complaint Clerk	0
Radio Dispatchers	0
	<hr/>
	157

Police - Administration

Chief of Police	1
Deputy Chief of Police	1
Confidential Secretary	1
Sergeant	3
Inspector	1
Police Officer/FTO	0
	<hr/>
	7

Fire Administration

Clerk Typist II	1
Administrative Officer	1
Fire Chief	1
First Deputy Chief	4
	<hr/>

			7
Fire Bargaining Unit			
	LT Fire Prevention Officer		1
	Fire Marshal		1
	Lt Fire Training Officer		1
		<hr/>	3
Fire Suppression			
	Second Deputy Chief	2nd Deputy Chief	4
	Firefighter IV		106
	LT Fire Suppression Officer		4
		<hr/>	114
EMS			
	Deputy Chief/EMS Mgr		1
	EMS Lieutenant		4
	Paramedic		20
	Transport Coordinator		1
	Wheelchair Van Driver		3
		<hr/>	29
Codes - Development & Inspection			
	Building Inspector		1
	Development and Inspection Clerk		5
	Electrical Inspector		1
	Health Inspector II		2
	Health Officer		1
	HVAC Inspector		1
	Plumbing Inspector		1
	Property Maintenance Inspector		16
	Clerk		0
	Secretary		0
		<hr/>	28
Codes Administration			
	Property Improvement Division Manager		1
	Codes Administrator		1
	Zoning Administrator		1
	Building Official		1
		<hr/>	4
Public Works			
	Confidential Secretary		1

	Public Works Director	1
	Secretary	0
		<hr/>
		2
Engineering		
	Traffic Planner	0.5
	Engineering Aide IV	0.5
	Engineering Aide III	1
	Secretary	0.6
	Services Division Manager	0
		<hr/>
		2.6
Highways		
	Equipment Operator II	17
	Secretary	0.25
	Foreman	2
	Highways Supervisor	
	Operations Division Manager	0.33
		<hr/>
		19.58
Library Administration		
	Director of Libraries	1
	Assistant Director of Libraries	1
		<hr/>
		2
Library - Circulation		
	Librarian I	1
	Librarian II	2
	Librarian III	1
	Library Technician II	2
	Library Technician III	4
		<hr/>
		10
Library - Reference		
	Bookmobile Operator	1
	Head Custodian	1
	Librarian II	4
	Librarian III	1
	Librarian Tech II	1
	Maintenance Worker II	1
		<hr/>
		9
Library - Children Services		
	Library Technician II	1
	Library Technician III	1
	Librarian II	0
		<hr/>

		2
Parks		
	Custodian II	1
	Equipment Operator II	1
	Equipment Operator III	4
	Foreman	2
	Maintenance Worker I	1
	Maintenance Worker II	3
	Maintenance Worker III	2
	Operations Division Manager	0.33
	Secretary	0.25
		<hr/>
		14.58
Recreation		
	Superintendent of Recreation	1
	Custodian III	1
	Secretary	0.25
	Operations Division Manager	0
	Recreation Supervisor	2
		<hr/>
		4.25
Public Property		
	Foreman	2
	Tradesman	6
	Operations Division Manager	0.33
	Secretary	0.25
		<hr/>
		8.58
CD - HUD		
	CD Specialist II	1
	CD Specialist III	1
	CD/Hist Preserv Specialist	0.1
	Community Development Director	0.5
	Confidential Secretary	0.5
	Fiscal Officer	0.75
	Rehab Specialist	2
		<hr/>
		5.85
Water Administration		
	Foreman	1
	Customer Service Rep.	2
	GIS/CAD Technician	1
	Engineering Aide III	1
	Distribution Engineer	1
		<hr/>

		6
Water Collection		
	Equipment Operator I	1
	Equipment Operator II	1
	Equipment Operator III	1
	Foreman	1
	Maintenace Worker II	6
	Superintendent	1
		<hr/>
		11
Water Purification		
	Centrifuge Oper. I.	1
	Chemist	1
	Chief Operator	1
	Clerk Typist II	1
	Foreman	1
	Lab Supervisor/Bact.	1
	Maintenance Worker II	5
	Tradesman	1
	Water Plant Oper. I	1
	Water Plant Oper. II	3
	Water Quality Oper. II	0
		<hr/>
		16
Water Distribution		
	Equipment Operator II	3
	Field Investigator	3
	Foreman	6
	Foreman - Crew	1
	Foreman - Service	1
	Maintenance Mechanic II	1
	Maintenance Worker II	8
	Maintenance Worker III	6
	Superintendent	1
		<hr/>
		30
Self - Insurance		
	HR Assistant III (Safety & Risk Manager)	1
	Director of Human Resources	0.5
	Human Resources Supervisor	0.5
	Light Duty Position	1
	Confidential Secretary	0.25
		<hr/>
		3.25

Sanitary Sewers

System Superintendent	1
Foreman	1
Equip Op II	10
Maint Worker III	1
GIS Analyst	0
Engineer Aide IV	0.5
Engineer Aide III	1
	<hr/>
	14.5

WWTP

Maint Supv	1
Belt Press Op I	3
Belt Press Op II	0
Biosolids Supv	0
Cert Oper/Shift Sup	6
Chemist	1
Operations Supv	1
Elec/Elect Field Eng	1
Elec/Inst Tech	1
Utilites Div Manager	1
Env Prog Coord	1
Equip Op II	1
Foreman	0
Lab Supv	1
Lab Tech	4
Maint Worker II (Mech)	3
Maint Worker III	4
Pump Tender (Fritz Is)	4
Secretary	1
Serv Utility Person	7
Sew Plant Op I (6th St.)	4
Sew Plant Op I (Fritz Is)	2
Sew Plant Op II (Fritz Is)	2
Superintendent	1
Tradesman (Elec)	2
	<hr/>
	52

Recycling

Clerk I	1
Clerk Typist II	1
Equipment Operator II	2

Solid Waste	
Coordinator/Environmental	1
Environmental Services Division Manger	0
	<hr/>
	5

Number of Full Time Employees

731.50

BILL NO. _____-2007

A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN THE CITY OF READING AND ALVERNIA COLLEGE FOR PORTIONS OF BUILDINGS LOCATED ON CAMPUS FOR THE PURPOSE OF OPERATING THE READING POLICE ACADEMY.

WHEREAS, Alvernia College is the legal owner of certain property located at 400 St. Bernadine Street and 500 Upland Avenue; and

WHEREAS, the City of Reading desires to lease a portion of said property for the purpose of classroom training, firearms simulator training and other appropriate activities related to the Reading Police Academy, as set forth in the attached Exhibit A;

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate and effectuate the lease between the City of Reading and Alvernia College for a certain portion of property located at 400 St. Bernadine Street and 500 Upland Avenue in accordance with terms set forth in the attached Exhibit A.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted _____, 2007

President of Council

Attest:

City Clerk
(Council Staff)

LEASE

THIS AGREEMENT OF LEASE (the "Lease") dated to be effective the 1st day of August, 2007, by and among Alvernia College, with an address of 400 Saint Bernardine Street, Reading, Pennsylvania 19607-1799 (hereinafter referred to as "Lessor") and the City of Reading, with an address of 815 Washington Street, Reading, Pennsylvania 19601 (hereinafter referred to as "Lessee").

BACKGROUND:

A. Lessor is the owner of buildings on the Alvernia College campus located at 400 Saint Bernardine Street and 540 Upland Avenue, Reading, Pennsylvania, known as Francis Hall and the Upland Center.

B. Lessee desires to lease portions of the buildings known as Francis Hall or the Upland Center (the "Premises") for the purpose of operating classroom training, firearms simulator training and other appropriate activities related to the Reading Police Academy.

C. Lessor is willing to lease the Premises to Lessee upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, intending to be legally bound hereby, the Lessor and the Lessee stipulate, covenant and agree as follows:

1. Demise and Rental. Lessor, for and in consideration of the covenants, conditions, agreements and stipulations of Lessee hereinafter set forth, does hereby demise and lease to Lessee the Premises, consisting of: (i) two (2) classrooms which will be available to Lessee, to be scheduled jointly by Lessee and Lessor, with Lessee having first priority for scheduling; (ii) one (1) room which will house the firearms

simulator and may also be used for administrative functions; (iii) two (2) offices for Lessee's faculty and staff; and (iv) a reception area for Lessee. The Premises shall be located in either Francis Hall or the Upland Center. In addition, Lessor will make available to Lessee the use of Lessor's athletic fields and Physical Education Center, which use may be scheduled by Lessee as long as it does not interfere with other activities of Lessor at those facilities. Lessor shall also provide Lessee with the use of parking spaces on the Alvernia College campus, which spaces shall be designated by Lessor and be in locations that preserve the preferred parking spaces for Lessor's students.

2. Use of Premises. The Premises shall be used only for the purpose of operating the Reading Police Academy, and shall be used for no other purpose.

3. Term of Lease. The term of this Lease shall be ten (10) years (the "Lease Term") commencing on August 1, 2007 (the "Commencement Date") and ending on July 31, 2017.

4. Rent. Commencing on the Commencement Date and monthly thereafter on the same day of the month, Lessee covenants, stipulates and agrees to pay to Lessor a basic rental amount for the Premises the sum of One Thousand Three Hundred Fifty Dollars (\$1,350.00) per month during the first year of Lease Term ("Basic Rent"). Thereafter, Basic Rent shall be adjusted annually commencing one (1) year from the Commencement Date (the "Adjustment Date") in the following manner:

(a) The Basic Rental shall be increased as of each Adjustment Date in the same proportion as the CPI reported for the month that is three (3) months prior to the Adjustment Date bears to the CPI for the month that is three (3) months prior to the

proceeding Adjustment Date (or, in the case of the Adjustment Date at the first anniversary of the Commencement Date, for the month that is three (3) months prior to the date on which the Commencement Date occurred), but in no event by an amount less than three percent (3%) or in excess of six percent (6%). In no event shall the Basic Rental be decreased.

(b) The Basic Rental, as adjusted, shall remain fixed and payable until the next succeeding Adjustment Date or until the expiration of the Lease Term, as the case may be.

(c) If, during the term of this Lease, the CPI is changed or discontinued, Landlord and Tenant shall agree on a comparable index, formula, or other means of measurement of the relative purchasing power of the dollar, and such substitute index, formula, or other means shall be utilized in place of the CPI as if it had been originally designated in this Lease.

(d) As used in this Lease, "CPI" shall mean the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor (1982-84 = 100) for "all items" for Philadelphia, Pennsylvania.

5. Late Charge. In the event that Lessee shall fail to pay any Basic Rent within ten (10) days of the date when the same shall become due, Lessee shall be obligated to pay Lessor a late charge of Twenty Five Dollars (\$25.00) in addition to the payment then due, which late charge shall also be considered as additional rent.

6. Lessor's Responsibilities. Lessor shall be responsible for the payment of and/or for the providing or obtaining of the following:

(a) Fire and extended coverage insurance pertaining to the Premises, but not including Lessee's furniture, furnishings, equipment, and other personal property, insurance coverage for which shall be Lessee's sole responsibility;

(b) All structural and exterior repairs and maintenance required to the Premises, including (without limitation), the roof, gutters, down spouts, exterior walls, including adequate trimming and care of the lawn, trees and shrubbery, as well as snow removal from all sidewalks and walkways, and trash removal;

(c) All electricity, telephone, gas, and other utility services provided to the Premises;

(d) All water and sewer rents or other similar charges; and

(e) All maintenance and repairs of heating ventilation, air conditioning, plumbing and electrical.

7. Lessee's Responsibilities. Lessee shall have the responsibilities of providing or obtaining all of the following, at Lessee's sole expense:

(a) All premiums for public liability insurance and for insurance on the Lessee's personal property located in the Premises; and

(b) All other interior maintenance and repairs of the Premises not provided by Lessor.

(c) Lessee shall provide two (2) scholarships annually to Alvernia College students enrolled in the College's Criminal Justice major; provided, however that each of two (2) students qualify for admission to the Academy and at least ten (10) students are enrolled in an Academy class paying tuition to the Academy. The scholarships shall cover tuition only and not fees and expenses.

8. Condition of Premises; Damages. Lessee at all times shall keep the Premises in a clean and sanitary condition free of debris. Lessee, shall, at Lessee's cost, keep and maintain the Premises, in as good condition as they may be at the beginning of the term of the Lease, ordinary wear excepted. Lessee shall immediately repair or cause to be repaired at Lessee's own cost and expense any and all damage to the Premises caused by the willful or negligent conduct of Lessee, Lessee's servants, agents, employees, business visitors, invitees and licensees.

9. Lease Subordinated.

(a) This Lease shall be subject and subordinate at all times to the lien of any mortgage or other encumbrance heretofore or hereafter placed upon the Lessor's interest or estate in the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof (collectively a "Mortgage") which subordination shall be automatic and without the necessity of any further action on the part of Lessee to effect such subordination. Lessee, at the request of the holder of any such Mortgage shall attorn to such holder and shall execute, acknowledge and deliver, upon demand by Lessor or such holder, such further instruments evidencing such subordination of the Lessee's right, title and interest under this Lease, to the lien of any such Mortgage, and such further instrument or instruments of attornment as shall be desired by such holder.

10. Alterations and Improvements. Lessee shall make no alterations, changes, additions, or improvements to the Premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, changes, additions or improvements to the Premises shall become the property of the

Lessor, and shall be surrendered with the Premises as a part thereof at the expiration or other termination of this Lease. Any fixtures and equipment installed by Lessee may be removed at the expiration or other termination of this Lease; provided, however, that Lessee shall at its own cost restore the Premises to the same condition as at the commencement of the term hereof.

11. Insurance. Lessee agrees to maintain, at its own cost, public liability insurance with reference to the Premises in an amount of not less than One Million Dollars (\$1,000,000.00) with respect to the Lessee's use and occupancy of the Premises. Any public liability policy or policies shall name both Lessor and Lessee as insureds, shall contained appropriate clauses waiving subrogation against Lessor and Lessee, and shall provide that the same shall not be canceled without at least ten (10) days prior written notice to Lessor. Copies of all public liability policies or certificates of insurance shall be furnished by Lessee to Lessor.

12. Indemnification By Lessee. Lessee agrees to indemnify the Lessor against loss and save Lessor harmless from liability arising from all claims of third persons relating in any way to Lessee's use or occupancy of the Premises or to the performance or non-performance by Lessee of any of its obligations under this Lease including, but not limited to, all costs, reasonable counsel fees and expenses incurred under any such claim for which indemnification has been provided under this Section 12. In case any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall provide Lessor with counsel to defend such action or proceeding. Lessee shall, within ten (10) days following notice to it of any claim of a third party relating to Lessee's use or occupancy of the Premises or to the

performance or non-performance by Lessee of its obligations under this Lease, give written notice to the Lessor of such claim.

13. Fire or Other Casualty. If the Premises are damaged or destroyed by fire or other casualty, Lessor, at its expense, shall promptly restore the Premises as nearly as possible to its prior condition. If the Premises are more than fifty percent (50%) destroyed or so damaged by fire or other casualty, regardless of whether covered by insurance, so as to render it unfit for its intended use, Lessor may terminate this Lease by giving at least ten (10) days', but not more than thirty (30) days' notice. Such notice must be given within sixty (60) days after the date of such damage or destruction. In such case, Lessee shall pay the Rent apportioned to the date of such termination, and Lessor may enter upon and repossess the Premises without further notice. If Lessor does not elect to terminate this Lease, Lessor will repair the Premises and Lessor may enter and repossess the Premises for that purpose. During such period as Lessee is deprived of the use of the Premises, the Rent shall be abated in proportion to the number of square feet of the Premises rendered untenable. If the damage is such that the Premises are not rendered unfit for occupancy, Lessor will repair whatever portion, if any of the Premises may have been damaged, Lessee will continue in possession, and the Rent will not be apportioned or abated.

14. Condemnation. If the whole or any substantial portion of the Premises is taken through the exercise of the power of eminent domain, this Lease shall terminate on the date when possession of the Premises is required by the condemning authority, and Lessee shall have no claim against Lessor and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any

such condemnation or purchase including, without limitation, any right of Lessee to damages for loss of its leasehold estate. All right of Lessee to damages, therefore, are hereby assigned by Lessee to Lessor. The foregoing shall not, however, deprive Lessee of any separate award for moving expenses, business dislocation damages or any other award, which would not reduce the award payable to Lessor. Upon the date the right to possession shall vest in the condemning authority, this Lease shall cease and terminate, with Rent adjusted to such date and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease.

15. Compliance with Laws. Lessee agrees to comply with all requirements promulgated by any governmental authorities and of the local Board of Fire Underwriters affecting said Premises as far as such requirements affect or are due to Lessee's use or occupancy.

16. Assignment and Sublet. Lessee shall not assign or sublet this Lease without the consent of the Lessor first being obtained in writing, which consent may be granted or withheld at Lessor's sole discretion. Any attempted assignment or subletting without Lessor's written consent shall be deemed to be an Event of Default hereunder. Any assignee shall assume in writing all of Lessee's duties and obligations hereunder, but such assignment and assumption shall not relieve Lessee from any of its obligations and duties under this Lease.

17. Lessor's Access to Premises. Lessee shall allow Lessor and Lessor's agents or representatives free access to the Premises for the purpose of examining the same.

18. Events of Default. The occurrence of any one or more of the following events shall constitute an event of default ("Event of Default") of the Lessee under this Lease:

(a) Lessee shall fail to pay within five (5) days of the date when due any installment of Rent, or shall fail to pay within five (5) days after written notice from Lessor any additional Rent or other sums due under this Lease;

(b) Lessee shall fail to observe or perform any of the covenants, terms and conditions contained in this Lease on the Lessee's part to be observed or performed (other than the monetary payments referred to in subsection (a) above) and such failure shall continue and not be cured for a period of thirty (30) days after written notice to the Lessee by the Lessor; or if more than thirty (30) days is reasonably required to cure such failure with reasonable diligence, Lessee shall not have promptly commenced to correct the same within thirty (30) days after such written notice from Lessor, or shall, having promptly commenced to correct such failure, thereafter fail to pursue the same to completion with reasonable diligence;

(c) Lessee shall have recorded or attempted to record this Lease;

(d) Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation or dissolution or similar relief under any present or future bankruptcy or similar laws of the United States or political subdivision thereof, or shall seek or consent to or acquiesce in the appointment of any Trustee, receiver or liquidator of all or any substantial part of

Lessee's properties, or shall make any assignment for the benefit of creditors, or shall admit in writing Lessee's inability to pay Lessee's debts generally as they become due;

(e) Lessee shall abandon the Premises or vacate the Premises prior to the expiration of the Lease term; or

(f) Lessee shall assign, sublet, lease or permit the Premises to be occupied by someone other than Lessee.

19. Lessor's Remedies.

(a) Upon the occurrence of an Event of Default, Lessor shall have the right, if Lessor so elects to give Lessee written notice of the termination of this Lease as of the date specified in such notice. Upon the giving of such notice, the term of this Lease and the estate hereby granted shall expire and terminate on the date so specified as fully and completely and with the same effect as if such date were the original date originally fixed by this Lease for the expiration of the Lease term and all rights of Lessee under this Lease shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

(b) Upon the occurrence of an Event of Default, Lessor shall have the immediate right whether or not this Lease shall have been terminated) to re-enter and repossess the Premises or any part thereof by summary proceedings, ejectment, self-help, or otherwise and the right to remove all persons and properties therefrom.

(c) Upon the occurrence of an Event of Default, whether or not this Lease has been terminated, Lessor may relet the Premises or any part thereof in the name of Lessee or Lessor or otherwise, for such term or terms, which may be greater or less than the period which would otherwise have constituted the remaining balance of

the term of this Lease, and on such conditions, which may include concessions or free rent, and for such uses as Lessor may, in its discretion as to all such matters deem prudent. Lessor may collect and retain all Rents payable by reason of any such reletting.

(d) No termination of this Lease pursuant to this Section 20 or by operation of law or otherwise and no re-entry, repossession or reletting of the Premises or any part thereof, shall relieve Lessee of any of Lessee's liabilities and obligations under this Lease, all of which shall survive such termination, re-entry, repossession or reletting.

(e) Upon the occurrence of an Event of Default, Lessor shall be entitled by notice to Lessee to declare immediately due and payable, as if by the terms of this Lease all such amounts were payable in advance, the whole Rent for the entire balance of the Lease term, together with all additional Rent and all other sums required to be paid by Lessee under the terms of this Lease, and Lessor may proceed immediately to collect any or all of such amounts by any or all of the following means: distrains or other levy, action at law, filing a Proof of Claim in any bankruptcy, insolvency or like proceeding, or any other remedy at law or at equity available to Lessor at the time.

(f) In addition to the foregoing remedies, Lessor shall be entitled to receive as additional damages, the sum of the following: all reasonable attorneys' fees incurred by Lessor in collecting amounts due from Lessee under this Lease or otherwise incurred by reason of the occurrence of an Event of Default, all court costs and fees for collection, and all costs of re-entry and repossession, removal of property, distraint or

sale of property or other levy, watchmen's wages and other expenses of protecting the Premises from vandalism or other damage, and all other reasonable costs incurred by Lessor by reason of the occurrence of an Event of Default by Lessee hereunder.

20. Availability of All Remedies. No termination of this Lease, or taking or recovering of possession of the Premises, or entry of any judgment either for possession or for any money claimed to be due the Lessor, shall deprive the Lessor of any other action against the Lessee for possession, or for any money due the Lessor hereunder, whether as Rent, additional Rent, or otherwise, or for damages hereunder.

21. Non-waiver of Lessor's Remedies. Failure of the Lessor or the Lessee to exercise any right under the provisions of this Lease on any one or more occasions shall not be construed as a waiver thereof on any subsequent occasion and recourse to any one or more remedies granted by this Lease or by law shall not be deemed a waiver of or a bar to any other remedy or remedies, it being the intent that remedies shall be cumulative and not exclusive.

22. Notices. All notices and writings required under this Lease shall be deemed to be properly served if delivered personally or sent by registered or certified mail, return receipt requested, to the Lessor at 400 Saint Bernardine Street, Reading, Pennsylvania 19607-1799 or to Lessee at the Premises or at such other address as Lessor or Lessee, may designate in writing from time to time. All notices shall be deemed given when deposited in said mail.

23. Binding Effect. The conditions, covenants and agreements contained in this Lease shall be kept and performed by the parties hereto, shall be binding upon and

inure to the benefit of the Lessor and Lessor's successors and assigns, and the Lessee and Lessee's successors and permitted assigns.

24. Governing Law. This Lease shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

25. Broker. Lessor and Lessee warrant and represent to each other that they dealt with no brokers in connection with this Lease and agree to hold the other party harmless from and against any claims for commissions by any other broker arising by reasons of its actions in connection with the execution of this Lease.

26. Quiet Enjoyment. Upon Lessee's compliance with the terms and provisions of this Lease, including the payment of all Rent and additional Rent hereunder, Lessee shall peaceably hold and enjoy the premises during the Lease term, without hindrance or interruption by Lessor or any person claiming under Lessor.

BILL NO. _____-2007

A N O R D I N A N C E

AUTHORIZING THE CONVEYANCE OF 1900 CENTRE AVENUE TO COLONIAL ELECTRIC SUPPLY AND AUTHORIZING THE MAYOR TO EXECUTE ALL REQUISITE DOCUMENTS FOR UNDERTAKING OF THIS CONVEYANCE

WHEREAS, the City of Reading is the titled owner of premises situate at 1900 Centre Avenue, Reading, Berks County, Pennsylvania; and

WHEREAS, the City of Reading desires to transfer 1900 Centre Avenue, Reading, Berks County, Pennsylvania consisting of approximately 7437 square feet to the Colonial Electric Supply; and

WHEREAS, Colonial Electric Supply wishes to purchase and accept conveyance of 1900 Centre Avenue;

WHEREAS, Colonial Electric Supply owns property adjacent to 1900 Centre Avenue and desires to develop said tract in a manner that requires and to encompass the 7437 square feet of 1900 Centre Avenue;

WHEREAS, City of Reading intends to be bound and comply with the terms of this conveyance as set forth on the attached Exhibit A; and

WHEREAS, the City of Reading intends to convey said premises.

NOW, THEREFORE THE COUNCIL OF THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Conveyance of 1900 Centre Avenue from the City of Reading to Colonial Electric Supply is hereby approved and authorized pursuant to the terms of the Purchase and Sales Agreement attached hereto as Exhibit "A," for the sum of \$

The Mayor of the City of Reading is hereby authorized to execute any and all documents required to complete conveyance of the 1900 Centre Avenue to Colonial Electric Supply, the Purchase and Sales Agreement attached hereto, a deed(s), accordingly transferring said premises from the City of Reading to Colonial Electric Supply, and any or all easements permitting the

City's continued use and addition of parking for Reading Phillies baseball games on said premises as well as any other required documents to complete the conveyance of legal title.

SECTION 2. This Ordinance will become effective in ten (10) days, in accordance with Charter Section 219.

Enacted _____, 2007

President of Council

Attest:

City Clerk

(LAW DEPT.)

EXHIBIT A

CITY OF READING,
PENNSYLVANIA



M E M O R A N D U M

TO: Linda Kelleher, City Clerk
FROM: Adam Mukerji, Community Development Manager
DATE: May 22, 2007
SUBJECT: Passage of a resolution authorizing the Mayor to execute a 2007 Action Plan amendment.

Community Development is asking City Council to approve the amendment at the **May 29, 2007** City Council meeting.

BACKGROUND: Approximately \$143,376 in CDBG funding has been made available to re-program. The increase in funding for the activity was first presented to City Council in a memorandum dated February 7, 2007.

BUDGETARY IMPACT: None. However, a General Fund impact is projected for 2008 unless other CDBG funds are identified.

PREVIOUS ACTION: Previous funding requests have not been approved by the City Council for various reasons.

SUBSEQUENT ACTION: None.

RECOMMENDED BY: Managing Director and Mayor.

RECOMMENDED MOTION: The FFY2007 one year Action and FFY2004 to FFY2008 five year Consolidated Plans are amended.

RESOLUTION NO. _____

**RESOLUTION OF THE COUNCIL OF THE CITY OF READING
AUTHORIZING THE MAYOR TO EXECUTE A
FFY2007 ONE YEAR ACTION PLAN
AND FFY2004 TO FFY2008 FIVE YEAR CONSOLIDATED PLAN
AMENDMENT**

WHEREAS, under 24 CFR Part 91, the U.S. Department of Housing and Urban Development (HUD) outlines the consolidated submissions for community planning and development programs which will serve as: (1) a planning document for the City that builds on a participatory process at the grass roots level, (2) an application for federal funds under HUD's formula grant program, (3) a strategy to be followed in carrying out HUD programs, and (4) an Action Plan that provides a basis for assessing performance;

WHEREAS, the FFY2004 to FFY2008 five year Consolidated Plan (30th to 34th CD years January 1, 2004 to December 31, 2008) and the FFY2007 one year Action Plan (33rd CD year January 1, 2007 to December 31, 2007) have been prepared meeting HUD's requirements and providing guidance for addressing the housing and community development needs of the City;

WHEREAS, \$143,376 is available in CDBG funds to re-program for eligible and fundable activities.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF READING THAT:

The FFY2007 one year Action and FFY2004 to FFY2008 five year Consolidated Plans are amended to reprogram CDBG funding for the following activities

Add \$143,376 to increase total funding to \$156,376 - Reading Beautification Inc. / City Office of Neighborhood Development Community Organizer

Community organizers work with neighborhood groups that have a service area of at least 51% low / moderate income persons. \$15,000 of the funding will be used to publish a neighborhood resource guide for the low / mod neighborhood groups to distribute. The activity eligibility / fundability is low mod area 24CFR570.208(a)(1) / public services 24CFR570.201(e).

The Mayor, on behalf of the City of Reading, is authorized and directed to execute the amendment to the satisfaction of HUD.

PASSED COUNCIL _____, 2007

PRESIDENT OF COUNCIL

ATTEST:

CITY CLERK

RESOLUTION NO. _____-2007

THE CITY OF READING CITY COUNCIL HEREBY APPROVES THE INTERMUNICIPAL TRANSFER OF A RETAIL LIQUOR LICENSE, LICENSE NO. R4666 INTO THE CITY OF READING, FROM CUMRU TOWNSHIP.

WHEREAS, Act 141 2000, which amends the Commonwealth’s Liquor Code, authorizes the Pennsylvania Liquor Control Board to approve, in certain instances, the transfer of restaurant liquor licenses across municipal boundaries within the same county, regardless of the quota limitations provided for in Section 461 of the Liquor Code, if sales of liquor and malt or brewed beverages are legal in the municipality receiving the license; and

WHEREAS, the receiving municipality issues a resolution approving the transfer of the license outside the municipality to inside the municipality; and

WHEREAS, amendments to the Liquor Code stipulate that prior to adoption of a resolution by the receiving municipality, at least one hearing be held for the purpose of permitting interested parties to state their concerns regarding the transfer of a Retail Liquor license into the receiving municipality; and

WHEREAS, an application for transfer filed under the Act 141 2000 must obtain a copy of the resolution adopted by the municipality approving the transfer of a Retail Liquor license into the municipality.

NOW THEREFORE, BE IT RESOLVED, Rafael Guerrero has requested the approval of Reading City Council for the proposed transfer of a Pennsylvania Retail Liquor license to facilities within Reading, which will trade as Mambo Restaurant, with the understanding that said transfer must be approved at a later date by the Pennsylvania Liquor Control Board; and

BE IT FURTHER RESOLVED, the Reading City Council finds that a transfer of a Retail Liquor license into the City of Reading by Rafael Guerrero will not adversely affect the welfare, health, peace and morals of the City of Reading or its residents; and

BE IT FURTHER RESOLVED, that the City of Reading approves, by adoption of this Resolution, the proposed transfer of Rafael Guerrero to be located at 501 Washington Street, Reading Pa, 19601.

Passed Council _____, 2007

President of Council

Attest:

City Clerk

RESOLUTION NO. _____

AUTHORIZING THE EXONERATION OF OUTSTANDING CITY PROPERTY TAX, PENALTIES AND INTEREST FOR THE YEAR 2006 FOR 1729 CENTRE AVENUE, READING, BERKS COUNTY, PENNSYLVANIA.

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

That the City of Reading, City Council does hereby authorize the exoneration of all outstanding City Property Tax, Penalties and Interest for the year 2006, for 1729 Centre Avenue, Reading, Berks County, Pennsylvania, owned by Total Family Christian Center, with an account number (PIN) of 14530726693799.

2007

Passed Council _____,

President of Council

Attest:

City Clerk