



CITY COUNCIL

Meeting Agenda

REGULAR MEETING
COUNCIL CHAMBERS

MONDAY, AUGUST 24, 2009
7:00P.M.

OPENING MATTERS

CALL TO ORDER

INVOCATION: Rev. Tony Perez, Bethany Baptist Church

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS AND PRESENTATIONS

- Presentation to City officials by the Combined Veterans Council of Berks County

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 any person becoming unruly while addressing Council may be called to order by the Presiding Officer and may be barred from speaking before Council, unless permission to continue speaking is granted by the majority vote of Council.

All comments by the public shall be made from the speaker's podium. Citizens attending the meeting may not cross into the area beyond the podium. Any materials to be distributed to Council must be given to the City Clerk before the meeting is called to order.

Those commenting on 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 remarks. Citizens may not ask questions of Council members or other elected or public officials in attendance.

APPROVAL OF AGENDA

AGENDA: Council Meeting of August 24, 2009

MINUTES: Council Meeting of July 27 and August 10, 2009

Consent Agenda Legislation

Award of Contract - for furnishing Bituminous Materials and Asphalt Cements for pick-up to South Reading Blacktop, Division of Reading Materials, 148 Angstadt Lane, Birdsboro, PA 19508 who is the low bidder at the unit prices submitted for an estimated total bid price of \$108,849.00 (**Purchasing**)

ADMINISTRATIVE REPORTS

REPORT FROM OFFICE OF THE AUDITOR

REPORTS FROM DIRECTORS OF BOARDS, AUTHORITIES, & COMMISSIONS

ORDINANCES FOR FINAL PASSAGE

Bill No. 46-2009 – authorizing the transfer of the ownership of premises known as 501 S. 5th Street, Reading, Berks County, Pennsylvania, from the Liberty Steam Fire Company, to the City of Reading for the purchase price of \$1.00 (**Fire Dept**)
Introduced at the July 27th regular meeting; Tabled at the August 10th meeting for further information

Bill No. 47-2009 - amending the Codified Ordinances of the City of Reading, Chapter 10 Health and Safety, Part 5 Storage of Motor Vehicle Nuisances, Section 505 – Parking trucks, trailers, mobile homes by adding definition to the allowable size of mobile homes, as attached in exhibit a (**Council Staff**) *Introduced at the August 10th regular meeting*

Bill No. 48-2009 - amending the Full-Time Employee Positions for the City of Reading for the fiscal year 2009 by adding the position of CD Specialist in the Community Development Department (**Community Development**) *Introduced at the August 10th regular meeting*

Bill No. 49-2009 - authorizing and directing the incurrence of lease rental debt in the aggregate principal amount of \$6,600,000, evidenced by a Guaranty Agreement of the City and which Guaranty Agreement will secure a Debt Obligation of RAWA to be issued to the Pennsylvania Infrastructure Investment Authority (“Pennvest”) to finance certain RAWA capital projects and to finance the costs of issuing the Debt Obligation);

authorizing and directing the preparation and filing of certain documentation with the DCED required by the Act for approval of the debt and its exclusion from the appropriate debt limits of the City; authorizing and directing the execution of a Guaranty Agreement and Reimbursement Agreement and approving the forms thereof; specifying the amount of the guaranty obligations; and authorizing the appropriate City officials to take all other required, necessary or desirable action in connection with the Project and the guarantee of the Debt Obligation **(RAWA) Introduced at the August 10th regular meeting**

Bill No. 50-2009 – amending an ordinance of the City previously enacted on December 12, 2005, that authorized the incurrence of non-electoral debt through the issuance of a series of general obligation bonds of the city in the aggregate principal amount of twenty-five million dollars (\$25,000,000) **(Man Dir) Introduced at the August 10th regular meeting**

Pending

Advertisement and Public Hearing Required by MPC

Notice of Pending Ordinance Doctrine

Ordinance - amending the City of Reading Code of Ordinances Chapter 27 Zoning by creating a new section in Part 11 Additional Requirements for Specific Uses of Zoning Districts by placing requirements for the rental of single family homes in areas zoned R-1, R-1a and R-2 and amending the definitions section **(Council Staff) Introduced January 2009; Public Hearing held March 18th at 5 p.m. in Council Chambers**

Pending Further Review

Ordinance - amending the City of Reading Codified Ordinances by creating a new Part 20 - Vacant Building Registration - in Chapter 10 Health and Safety Enforcement **(Council Staff & Law) Introduced at the April 13 regular meeting; Reviewed and discussed at the April 20th Work Session; Referred to Public Safety Committee**

INTRODUCTION OF NEW ORDINANCES

Ordinance - amending Chapter 11 Housing of the City of Reading Codified Ordinances **(Law) Introduced at the August 10th regular meeting; amended version needed before final passage**

Ordinance - amending the Code of Ordinances of the City of Reading, Berks County, Pennsylvania, Fee Schedule, Administrative Fees, Police Department, Division Of Codes Fees **(Man Dir)**

Ordinance - setting forth its intent to issue a federally-taxable general obligation note, series of 2009 of the City in the aggregate principal amount of three million two hundred fifty thousand dollars (\$3,250,000) pursuant to the act of the general assembly of the Commonwealth of Pennsylvania, known as the Local Government Unit Debt Act, 53 PA C.S. Chapters 80-82, as amended and supplemented (the "act"); finding that a private sale by negotiation is in the best financial interests of the City; determining that such note shall evidence non-electoral debt of the City; specifying that such indebtedness is to be incurred to provide funds to finance a project of the City which consists of, among other things: (1) the planning, designing, acquiring and constructing of improvements to, and the acquisition of certain equipment for, buildings and facilities on the premises of the Reading Municipal Memorial Stadium (the "Stadium"); (2) the planning, designing, acquiring and constructing of additional parking areas on the premises of the Stadium, and (3) paying the costs and expenses of issuing the note
(Man Dir)

Ordinance – amending the Full-Time Employee Positions for the City of Reading for the fiscal year 2009 by adding the position of Business Analyst **(Man Dir)**

Ordinance - establishing a Public Arts Commission in the City of Reading recognizing the cultural and economic value of public art to the City of Reading, providing for the appointment of members of the Public Arts Commission, establishing processes for the solicitation, review and award of contracts for the production of public art, establishing a funding mechanism to support the creation and maintenance of public art, encouraging public input to the selection and placement of public art in Reading, providing encouragement for inclusion of public art in the design and construction of major projects undertaken in the City of Reading **(Mayor)**

Ordinance - directing the Berks County Board of Elections to place a referendum question before City voters on the 2010 Primary ballot which would amend the City of Reading Home Rule Charter by eliminating the Departments of Human Resources and Finance and creating the Department of Administrative Services **(Man Dir)**

RESOLUTIONS

Resolution - authorizing the Mayor to execute a FFY2009 one year Action Plan and FFY2009 to FFY2013 five year Consolidated Plan amendment **(Community Development)**

Resolution – appointing George Viener to the Redevelopment Authority **(Admin Oversight)**

Resolution – appointing Jeffrey Rushing to the Downtown Improvement District Authority **(Admin Oversight)**

Resolution – reappointing Harriet Rauenzahn to the Environmental Advisory Council **(Admin Oversight)**

Resolution – denying the sidewalk vendor permit for Tacos Mexicanos (**Council Staff**)

Resolution – denying the sidewalk vendor permit for Hogar Crea (**Council Staff**)

Resolution - appointing Carl E. Geffken as Acting Director of Human Resources for a period of at least 180 days as required by Section 1-183, Part A of the City of Reading Administrative Code (**Man Dir**)

PUBLIC COMMENT - GENERAL MATTERS

COUNCIL BUSINESS / COMMENTS

COUNCIL MEETING SCHEDULE

Monday, August 24

Meeting with the Mayor – Mayor’s Office – 4 pm

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

****Monday, September 7****

Labor Day - City Hall Closed

****Tuesday, September 8****

Meeting with the Mayor – Mayor’s Office – 4 pm

Finance Committee – Council Office – 5 pm

Public Safety Committee – Council Office – 5 pm

Monday, September 14

Meeting with the Mayor – Mayor’s Office – 4 pm

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

BAC AND COMMUNITY GROUP MEETING SCHEDULE

Monday, August 24

DID Authority – Reading Eagle 3rd Floor Conference Room – noon

BARTA – BARTA Office – 3 pm

Tuesday, August 25

Vending License Review Board – Council Chambers – 1 pm
Housing Authority Workshop – WC Building – 4 pm
Housing Authority – WC Building – 5 pm
Environmental Advisory Council – Council Office – 6 pm
District 7 Crime Watch – Holy Spirit Church – 7 pm
Penn’s Commons Neighborhood Group – Penn Commons Meeting Room – 7 pm

Wednesday, August 26

Human Relations Commission – Penn Room – 5:30 pm
Parking Authority – Parking Authority Office – 5:30 pm
Outlet Area Neighborhood Assn – St. Mark’s Lutheran Church – 6:30 pm
18th & Cotton Community Crime Watch – St. Matthew’s UM Church – 7 pm
Stadium Commission – RBI Room – 7:30 pm

Thursday, August 27

Water Authority – Penn Room – 4 pm
District 5 Neighborhood Meeting – Front & Windsor Sts – 6 pm

Tuesday, September 1

Charter Board – Penn Room – 7 pm

Wednesday, September 2

Reading Elderly Housing Crime Watch – Front & Washington Sts – 2:30 pm
Board of Health – Penn Room – 6 pm
District 2 Crime Watch – St. Paul’s Lutheran Church – 6:30 pm

Thursday, September 3

Police Civil Service Board – Penn Room – noon
Glenside Community Council – Jamestown Conference Room – 6:30 pm
District 3 Crime Watch – Calvary Baptist Church – 7 pm

Tuesday, September 8

Airport Authority – Airport Authority Office – 8:15 am
Water Authority Workshop – Penn Room – 4 pm
Planning Commission – Penn Room – 7 pm
District 11 Crime Watch – Orthodox Presbyterian Church – 7 pm

Wednesday, September 9

Zoning Hearing Board – Penn Room – 5:30 pm
Center City Community Organization – Holy Cross Church – 6 pm

Thursday, September 10

Police Pension Board – Penn Room – 10 am

Southeast Community Council – Amanda Stoudt Elementary School – 7 pm

Legislative Aide Committee – Penn room – 7:30 pm

Sunday, September 13

College Heights Community Council – Nativity Lutheran Church – 7 pm

Monday, September 14

Fire Civil Service Board – Penn Room – 4 pm

Shade Tree Commission – Planning Conference Room – 6 pm

6th & Amity Neighborhood & Playground Assn – 6th & Amity Fieldhouse – 6:30 pm

CITY COUNCIL MEETING MONDAY, JULY 27, 2009

A regular meeting of City Council was held on the above date for the transaction of general business.

Vaughn D. Spencer, President of Council, called the meeting to order.

The invocation was given by Associate Pastor, Lori Reyes from Women's Ministry of the Spanish Church of God.

All present pledged to the flag.

ATTENDANCE

Council President Vaughn Spencer
Councilor Steve Fuhs, District 1
Councilor Dennis Sterner, District 3
Councilor Stratton Marmarou, District 4
Councilor Maria Baez, District 5
Councilor Jeffrey Waltman, District 6
Mayor, T. McMahon
Managing Director, R. Hottenstein
Chief of Staff, C. Heminitz
Sergeant at Arms, Captain R. Schaeffer
City Clerk, L. Kelleher
City Auditor, D. Cituk

PROCLAMATIONS AND PRESENTATIONS

There were no Proclamations and Presentations issued at this meeting

PUBLIC COMMENT

Council President Spencer announced that four (4) citizens were registered to address Council on non-agenda issues. He inquired if Council objected to suspending the rule requiring comment on non-agenda matters at the conclusion of the meeting. No one objected, therefore, the rule requiring non-agenda comment at the conclusion of the meeting was suspended. Council President Spencer reminded the citizens registered to speak about the remaining public speaking rules.

John Stahl, Hill Road, stated he is representing the Tea Party Group. He expressed the belief that 1% local option sales tax is misplaced. He described past discussions going 20 years back about the City's financial problems and filing bankruptcy. He expressed the belief that a blue dog democratic group is needed to pull the City out of it's financial problems.

Carol Goodling, Lehigh Street, described the quality of life problems relating to the construction of a billboard on the Warren Street Bypass directly behind R1 residential

properties. She presented Council with a petition signed by neighbors opposing the construction of this new billboard.

Ricardo Nieves, Northmont Boulevard, stated that he is disgraced and disappointed with the wait-and-see approach taken by Council on the adoption of LGBT legislation. He stated that this practice sends a mixed message to the LGBT community. He expressed his hope that City Council will adopt a resolution concerning equal rights for the LGBT community independent of the state legislature.

Leon McDevitt Jr., Shillington, described the success of surveillance cameras to deter crime. He also questioned the competency of the individual captured by the surveillance cameras as he was attempting to shoot out one of the cameras. He also expressed the belief that the City should be glad the Pie-in-the-Sky proposal by Gannosca has not been moved forward.

AGENDA & MINUTES

Councilor President Spencer called Council's attention to the agenda for this meeting and the minutes from the June 22nd and the July 13th regular meetings of Council. He stated that with approving the agenda Council will also approve the legislation listed under the Consent Agenda heading for this meeting. He suggested the following amendments:

- Addition of a resolution to hire Police Officer Aaron Demko
- Removing Resolution 86-2009 under the Consent Agenda heading for separate consideration.

Councilor Baez moved, seconded by Councilor Waltman, to adopt the agenda as amended including the legislation remaining under the consent agenda heading and the minutes of the June 22nd and July 13th regular meetings of Council. The motion was approved unanimously.

Resolution 91-2009 approving the undertaking of a project by the Reading Area Water Authority consisting of the acquisition of a certain easement over lands of the Schuylkill River Greenway Association in Bern Township, Berks County, Pennsylvania, by purchase or condemnation for the purpose of locating a water line as well as sanitary sewer lines and storm water facilities **(Water Authority)**

Resolution 92-2009 requesting State legislators keep the requirement for residential sprinklers in the amendment to the PA Uniform Construction Code **(Law & Fire)**

Councilor Fuhs moved, seconded by Councilor Sterner to table Resolution 92-2009.

Resolution 92-2009 was tabled by the following vote:

Yea: Baez, Fuhs, Marmarou, Sterner, Waltman, Spencer, President - 6
Nay: None – 0

ADMINISTRATIVE REPORT

Managing Director Hottenstein read the report distributed to Council at the meeting covering the following:

- Neighborhood meeting at the Historical Society on Thursday, August 13th at 7 pm, sponsored by the Centre Park, Historic District.
- Follow up on codes complaints

Councilor Fuhs agreed with the neighborhood's opposition to the illuminated billboard which will be placed on the Warren Street Bypass. He noted its proximity to the low density residential neighborhoods. He read from the transcript, highlighting that the use of billboards in low density neighborhoods is prohibited.

Councilor Waltman agreed and noted the need of a buffer to separate the billboard from a residential neighborhood. He also questioned the intent of the company installing the billboard and the need for them to work with the neighborhood.

AUDITOR'S REPORT

City Auditor Dave Cituk stated that in place of his report, Linda Himeback and Corey Wolf from Herbein & Co. will be presenting the results of the 2008 external audit.

Ms. Himeback stated that this is the last year of the external audit contract with Herbein & Co. She noted that many issues are present; however, some improvements have occurred. She stated that the City ends 2008 with a \$3.5M fund balance based on \$65M in expenditures. She noted that without the sale of Antietam and the refunding of debt service the City would have ended with an \$8.3M deficit.

Councilor Waltman thanked Ms. Himeback and Ms. Wolf for the external audit report and the briefing they provided to the Finance Committee. He suggested that state requirements for local fiscal controls would be more helpful than the application of Act 47. He also questioned the statement noting the use of a forward bond swap.

City Auditor Cituk thanked all who assisted with the preparation of the 2008 external audit.

Councilor Fuhs expressed the belief that the swap provided a surplus rather than a deficit.

Councilor Waltman replied that although the swap revenue was included in the 2008 budget, it wasn't realized as the transaction never culminated.

ORDINANCES FOR FINAL PASSAGE

Bill No. 35-2009- amending the full-time employee positions for the City of Reading for the fiscal year 2009 by amending the Human Relations Commission to add one (1) Human Relations Commission Executive Director and to eliminate the Human Relations Commission Administrator **(Man Dir) Introduced at the July 13 regular meeting**

Councilor Marmarou moved, seconded by Councilor Baez, to enact Bill No. 35-2009.

Managing Director Hottenstein explained that this change is in title only and has been requested by HUD.

Bill No. 35-2009 was enacted by the following vote:

Yea: Baez, Fuhs, Marmarou, Sterner, Waltman, Spencer, President - 6
Nay: None – 0

Bill No. 36-2009 - amending the Code of Ordinances of the City Of Reading, Berks County, Pennsylvania, Fee Schedule, Administrative Fees, Community Development Department, Division of Planning Fees **(Man Dir) Introduced at the July 13 regular meeting Advertised on 7-23-09**

Councilor Waltman moved, seconded by Councilor Sterner, to enact Bill No. 36-2009.

Managing Director Hottenstein stated that these increases reflect the need to recoup the City's costs and the delivery of services

Bill No. 36-2009 was enacted by the following vote:

Yea: Baez, Fuhs, Marmarou, Sterner, Waltman, Spencer, President - 6
Nay: None – 0

Bill No. 37-2009 - authorizing the Mayor to execute an Easement Agreement between the City of Reading and the Reading Area Water Authority thereby conveying unto the Reading Area Water Authority a non-exclusive, perpetual easement in gross upon that portion of premises known and designated as Easement 101-3 located within parcel id#530773-51-0576, situate between River Road and Schuylkill Avenue **(RAWA) Introduced at the July 13 regular meeting**

Councilor Fuhs moved, seconded by Councilor Marmarou, to enact Bill No. 37-2009.

Bill No. 37-2009 was enacted by the following vote:

Yea: Baez, Fuhs, Marmarou, Sterner, Waltman, Spencer, President - 6
Nay: None – 0

Bill No. 38-2009 – amending the Codified Ordinances Chapter 11 Housing, Section 11-116 (B) “Fees for Rental Housing” by requiring a \$25 fee for the third and subsequent inspections **(Codes & Council Staff) Introduced at the July 13 regular meeting; Advertised on 7-23-0, Advertised July23rd**

Councilor Marmarou moved, seconded by Councilor Baez, to enact Bill No. 38-2009.

Managing Director Hottenstein stated that this will allow the City to recoup the costs of performing additional inspections at properties

Bill No. 38-2009 was enacted by the following vote:

Yea: Baez, Fuhs, Marmarou, Sterner, Waltman, Spencer, President - 6
Nay: None – 0

Bill No. 39-2009 – amending the Codified Ordinances Chapter 10, Section 10-110 Animal Bite Incidents by bringing it into compliance with State quarantine regulations. **(City Health Officer & Council Staff) Introduced at the July 13 regular meeting**

Councilor Sterner moved, seconded by Councilor Fuhs, to enact Bill No. 39-2009.

Councilor Fuhs inquired why the ordinance cites the Property Maintenance Division rather than the Health Officer. City Clerk Kelleher replied that the Health Officer works under the Property Improvement Division.

Councilor Fuhs suggested that the ordinance be amended to specify the inclusion of the Health Officer.

Council President Spencer inquired if any member of Council objected to the amendment requested by Councilor Fuhs. As no one objected the suggested amendment was approved.

Bill No. 39-2009 as amended was enacted by the following vote:

Yea: Baez, Fuhs, Marmarou, Sterner, Waltman, Spencer, President - 6
Nay: None – 0

Bill No. 40-2009 – increasing the Public Works Park and Recreation fees for the rental of fields, fieldhouses, etc. **(Man Dir & Pub Works) Introduced July 13th regular meeting; Advertised July 24th**

Councilor Sterner moved, seconded by Councilor Waltman, to table Bill No. 40-2009.

Bill No. 40-2009 was tabled by the following vote:

Yea: Baez, Fuhs, Marmarou, Sterner, Waltman, Spencer, President - 6
Nay: None – 0

INTRODUCTION OF NEW ORDINANCES

Council President Spencer read the following ordinances into the record:

Ordinance - establishing a fee of \$25.00 for each lien statement request received by the City of Reading's Law Department from individuals and/or entities (**Law Dept**). *To Be Advertised Aug 3rd*

Ordinance – amending the Codified Ordinances Chapter 1, Part 5 Section 1-156 by allowing an appeal to the Building Board of Appeals after the Determination Hearing and eliminating language allowing an appeal to the Court of Common Pleas after the Certification Hearing, as per case law (**Law Dept**)

Ordinance – amending the definition of “installation” in Bill no 16-2009 Satellite Dishes in City Historic Districts (**Council Staff**)

Ordinance - amending the duties of City Health Officer as set forth in Chapter 1 Administration and Government Part 1 Administrative Code subpart G City Health Officer section 1-171 Duties of Health Officer (**Law**)

Ordinance - amending Codified Ordinances of the City of Reading, Chapter 5 Code Enforcement, Part 3, Section 9 Fees (**Law**)

Ordinance – authorizing the transfer of the ownership of premises known as 501 S. 5th Street, Reading, Berks County, Pennsylvania, from the Liberty Steam Fire Company, to the City of Reading for the purchase price of \$1.00 (**Fire Dept**)

RESOLUTIONS

Resolution 90-2009 – Hiring Aaron Demko as a Police Officer for the City of Reading Police Department, effective Monday, July 27, 2009.

Councilor Marmarou moved, seconded by Councilor Fuhs, to adopt Resolution 90-2009.

Resolution 90-2009 was adopted by the following vote:

Yea: Baez, Fuhs, Marmarou, Sterner, Waltman, Spencer, President - 6
Nay: None – 0

Resolution 89-2009 - authorizing the City of Reading to file a funding proposal through the Department of Community and Economic Development Early Intervention Program to request funding (\$90,000) for the City to establish the position of Business Analyst (**Man Dir**) *Tabled at the July 13 regular meeting*

Councilor Waltman moved, seconded by Councilor Fuhs, to adopt Resolution 89-2009.

Resolution 89-2009 was adopted by the following vote:

Yea: Baez, Fuhs, Marmarou, Sterner, Waltman, Spencer, President - 6
Nay: None – 0

Resolution 94–2009 appointing Cindy Weidel as a voting delegate and Carl Geffken as alternate to the Berks County Tax Collection Committee (**Council Staff**)

Councilor Baez moved, seconded by Councilor Fuhs, to adopt Resolution 94-2009.

Resolution 94-2009 was adopted by the following vote:

Yea: Baez, Fuhs, Marmarou, Sterner, Waltman, Spencer, President - 6
Nay: None – 0

Resolution 95–2009 reappointing Joseph Amprey to the Board of Ethics (**Admin Oversight**)

Resolution 96–2009 reappointing Margaret Davy to the Animal Control Board (**Admin Oversight**)

Resolution 97–2009 appointing Michael Leifer to the Fire Civil Service Board (**Admin Oversight**)

The Administrative Oversight Committee moves to adopt Resolutions 95-2009, 96-2009, and 97-2009.

Councilor Baez noted the skill and talent of those being appointed and reappointed at this evenings meeting.

Resolution 95-2009, 96-2009, and 97-2009 was adopted by the following vote:

Yea: Baez, Fuhs, Marmarou, Sterner, Waltman, Spencer, President - 6
Nay: None – 0

COUNCIL COMMENT

Councilor Fuhs thanked Ms. Goodling for drawing Council’s attention to the billboard being installed on the Warren Street Bypass. He noted his intent to discuss this issue with the Solicitor as it affects an R1 Residential Zone.

Councilor Marmarou the many neighborhood complaints regarding a fence installed in the Kelchner outfield. He stated that although the zoning permit terms it as a temporary fence, it appears that it will be permanently installed. He noted that the zoning permit does not define what temporary means. He announced that the Managing Director has promised to assist in addressing this matter. He stated that Albright has announced their intent to have the fence in place March through October; however, without temporary being defined on the zoning permit, enforcement will be impossible.

Councilor Baez also thanked Ms. Goodling for calling Council's attention to the installation of the billboard on the Warren Street Bypass.

Councilor Baez thanked Wayne Cockrell and Reading Beautification Inc. for the mural project that occurred in District 5 neighborhoods.

Councilor Sterner thanked those coming to comment at the regular meeting of Council this evening.

Councilor Sterner announced the community group meeting scheduled for Saint Marks Church this Wednesday at 7pm.

Councilor Baez inquired about a complaint brought to her by a District 5 resident. She stated that a resident questioned a Codes inspector about why they received a citation when citations for the same matter were not issued to other properties in the neighborhood. She stated that the Codes inspector informed the citizen that they are only required to issue a certain amount of Codes violations per week. Mr. Hottenstein promised to follow up accordingly.

Council President Spencer, in regards to the comments made by Mr. Nieves, explained that Council has not taken a wait-and-see stance on the LGBT legislation. He stated that as agreed to with Chair of the PA HRC the Law Department is currently working on a draft ordinance, which will be introduced to Council within the next 30 to 60 days. He announced Council's intent to hold a public hearing on this legislation. He also noted the need for citizens to understand the City's need to be prepared financially for the adoption of this legislation as it will have a financial impact. He stated that currently the City does not fund the Human Relations Commission. Funding is provided on a case by case basis for infraction, covered in the state and federal legislation.

Council President Spencer noted that the Local Option Sales Tax is not a bailout for the City alone, as it will supply revenue statewide.

Council President Spencer reviewed the upcoming Council meeting schedule.

Councilor Waltman moved, seconded by Councilor Marmarou, to adjourn the regular meeting of Council.

Linda Kelleher CMC, City Clerk

CITY COUNCIL MEETING MONDAY, AUGUST 10, 2009

A regular meeting of City Council was held on the above date for the transaction of general business.

Vaughn D. Spencer, President of Council, called the meeting to order.

The invocation was given by Frank Gilyard.

All present pledged to the flag.

ATTENDANCE

Council President Vaughn Spencer
Councilor Steve Fuhs, District 1
Councilor Marcia Goodman-Hinnershitz, District 2
Councilor Dennis Sterner, District 3
Councilor Stratton Marmarou, District 4
Councilor Maria Baez, District 5
Councilor Jeffrey Waltman, District 6
Managing Director, R. Hottenstein
City Clerk, L. Kelleher
City Auditor, D. Cituk
City Solicitor, C. Younger
Public Works Director, C. Jones

PROCLAMATIONS AND PRESENTATIONS

There were no Proclamations and Presentations issued at this meeting

PUBLIC COMMENT

Council President Spencer announced that two (2) citizens were registered to address Council on non-agenda issues. He inquired if Council objected to suspending the rule requiring comment on non-agenda matters at the conclusion of the meeting. No one objected, therefore, the rule requiring non-agenda comment at the conclusion of the meeting was suspended. Council President Spencer reminded the citizens registered to speak about the remaining public speaking rules.

Stephen Goodling, Lehigh Street, noted the neighborhood opposition to the installation of a billboard on the Warren Street Bypass. He stated that upon completion this billboard will have a detrimental affect on the quality of life of the neighboring properties. He inquired how a special permit for the billboard was approved by the Zoning Hearing Board. He submitted a petition signed by 68 of the affected residents which lists the quality of life impact.

Donna Reed, Argonne Road, requested the City's assistance, as neighbors attempt to address the detrimental impact this billboard will bring to this low density residential neighborhood.

AGENDA & MINUTES

Councilor President Spencer called Council's attention to the agenda for this meeting. He asked Council to consider amending the agenda to include the following:

- A resolution authorizing the unwinding of the interest rate management agreement for the 2009 general obligation bonds.
- A resolution authorizing the exoneration of 2007 property taxes for 820 North 9th Street
- An introduction of an ordinance authorizing a swap in bonds approved by ordinance on December 12, 2005.
- Removing the award of contract for a traffic signal maintenance for separate consideration.

Councilor Waltman moved, seconded by Councilor Baez, to approve the agenda as amended. The motion was approve the agenda as amended was approved unanimously.

Award of Contract - to American Rock Salt Co., LLC, P. O. Box 190, Mt. Morris, NY, 14510, at a bid price of \$64.03 per ton for delivered salt and \$62.00 for picked-up salt for the Department of Public Works **(Purchasing)**

Award of Contract - award the traffic signal maintenance contract to Telco, Inc., 1224 Cross Keys Road, Reading, PA 19605, who is the low bidder at a submitted bid price of \$745,700. The recommendation is to award the mechanical and electrical construction contracts to MBR Construction Services, 307 June Avenue, Blandon, PA 19510, who is the low bidder at the prices submitted. The total approximate bid price for the three-year contract is \$99,144 **(Purchasing)**

Resolution 102-2009 agrees that while receiving any funds from the Commonwealth of Pennsylvania pursuant to said Act, the City of Reading shall adhere to the rules, regulations and training standards established by the Municipal Police Officers' Education and Training Commission for Officer Aaron Demko **(Police)**

ADMINISTRATIVE REPORT

Managing Director Hottenstein read the report distributed to Council at the meeting covering the following:

- Update on the movement of Local Option Sales Tax, House Bill 1858
- Closure of the Whipping Post located at 1055 Greenwich Street
- Update on the request for traffic signal at 5th and Bingaman Streets.

Councilor Sterner thanked Berks County DA John Adams and the Reading Police Department for their work to close the Whipping Post. He stated that this has been a problem bar since he came on Council almost six (6) years ago.

Councilor Baez asked the Administration to keep her up to date on their progress to address the problematic billboard approved for the Warren Street Bypass.

Councilor Fuhs thanked the Administration for inviting Mayor Doherty for an educational discussion on Act 47. He also thanked the Administration for their assistance with the request for a traffic signal at 5th and Bingaman Streets. He noted his plan to meet with affected citizens this coming week.

Councilor Goodman-Hinnershitz noted the need for all parties to convince the state legislators to adopt legislation that will assist all third class cities. She also thanked the Administration for their attention to the proposed billboard on the Warren Street Bypass.

Councilor Waltman questioned the sense in removing the buffering foliage that separated the Warren Street Bypass from the residential property lines. He noted the need for the reinstallation of buffering foliage before the billboard is installed.

AUDITOR'S REPORT

City Auditor Dave Cituk read the report distributed to Council at the meeting covering the following:

- Update on the collection of 2009 Admissions Tax
- Update on the collection of 2009 Transfer Tax
- The expenditure of \$558,104.19 on labor disputes between 2006-2009

Councilor Goodman-Hinnershitz thanked the auditor for his detailed report on cost of labor disputes.

Councilor Fuhs questioned the rationale behind this labor dispute report requested by the President of Council.

Council President Spencer explained that this type of detail broken out helps to identify various expenditure cost centers.

Council Goodman-Hinnershitz suggested referring this report to the Finance Committee.

ORDINANCES FOR FINAL PASSAGE

Bill No. 40-2009 – increasing the Public Works Park and Recreation fees for the rental of fields, fieldhouses, etc. ***(Man Dir & Pub Works) Introduced July 13th regular meeting; Advertised July 24th; Tabled at the July 27th regular meeting***

Councilor Fuhs moved, seconded by Councilor Baez, to enact Bill No. 40-2009.

Councilor Goodman-Hinnershitz moved, seconded by Councilor Sterner to amend the ordinance to remove the increase in fees to rent the Pagoda.

The motion to amend Bill 40-2009 by removing the increase in Pagoda rental fees was adopted by the following vote:

**Yea: Baez, Fuhs, Goodman-Hinnershitz, Marmarou, Sterner, Waltman,
Spencer, President - 7
Nay: None – 0**

Councilor Goodman-Hinnershitz stated that removing the rental increase of the Pagoda now will allow further review by the task force as they consider the future use of the Pagoda.

Councilor Sterner noted that the current fee to rent the Pagoda will stand.

Councilor Goodman-Hinnershitz noted the importance of the work to adjust the City's fees to cover administrative costs.

Bill No. 40-2009 was adopted as amended by the following vote:

**Yea: Baez, Fuhs, Goodman-Hinnershitz, Marmarou, Sterner, Waltman,
Spencer, President - 7
Nay: None – 0**

Bill No. 41-2009 - establishing a fee of \$25.00 for each lien statement request received by the City of Reading's Law Department from individuals and/or entities (**Law Dept**) *Advertised Aug 3rd; Introduced at the July 27th regular meeting*

Councilor Marmarou moved, seconded by Councilor Goodman-Hinnershitz, to enact Bill No. 41-2009.

Council President Spencer explained that this new fee will cover the cost of processing lien statement request by the Law Department.

Bill No. 41-2009 was enacted by the following vote:

**Yea: Baez, Fuhs, Goodman-Hinnershitz, Marmarou, Sterner, Waltman,
Spencer, President - 7
Nay: None – 0**

Bill No. 42-2009 – amending the Codified Ordinances Chapter 1, Part 5 Section 1-156 by allowing an appeal to the Building Board of Appeals after the Determination Hearing and eliminating language allowing an appeal to the Court of Common Pleas after the Certification Hearing, as per case law (**Law Dept**) *Introduced at the July 27th regular meeting*

Councilor Fuhs moved, seconded by Councilor Baez, to enact Bill No. 42-2009.

Council President Spencer explained that this amendment to the Blighted Property Review Committee ordinance will eliminate the availability of appeal after the

determination hearing, as appeal is allowed during the eminent domain proceedings to follow.

Bill No. 42-2009 was enacted by the following vote:

**Yea: Baez, Fuhs, Goodman-Hinnershitz, Marmarou, Sterner, Waltman,
Spencer, President - 7
Nay: None – 0**

Bill No. 43-2009 – amending the definition of “installation” in Bill no 16-2009 Satellite Dishes in City Historic Districts **(Council Staff) Introduced at the July 27th regular meeting**

Councilor Fuhs moved, seconded by Councilor Goodman-Hinnershitz, to enact Bill No. 43-2009.

Council President Spencer explained that this amendment clarifies that the ordinance will affect satellite dishes that can be seen from a public right of way.

Councilor Marmarou reminded everyone that this ordinance is currently in place.

Bill No. 43-2009 was enacted by the following vote:

**Yea: Baez, Fuhs, Goodman-Hinnershitz, Marmarou, Sterner, Waltman,
Spencer, President - 7
Nay: None – 0**

Bill No. 44-2009 - amending the duties of City Health Officer as set forth in Chapter 1 Administration and Government Part 1 Administrative Code subpart G City Health Officer section 1-171 Duties of Health Officer **(Law) Introduced at the July 27th regular meeting**

Councilor Goodman-Hinnershitz moved, seconded by Councilor Fuhs, to enact Bill No. 44-2009.

Bill No. 44-2009 was enacted by the following vote:

**Yea: Baez, Fuhs, Goodman-Hinnershitz, Marmarou, Sterner, Waltman,
Spencer, President - 7
Nay: None – 0**

Bill No. 45-2009 - amending Codified Ordinances of the City of Reading, Chapter 5 Code Enforcement, Part 3, Section 9 Fees **(Law) Introduced at the July 27th regular meeting**

Councilor Fuhs moved, seconded by Councilor Goodman-Hinnershitz, to enact Bill No. 45-2009.

Council President Spencer stated that this is a housekeeping amendment that will move the outdated fire fees into the Codes Fee Schedule.

Bill No. 45-2009 was enacted by the following vote:

Yea: Baez, Fuhs, Goodman-Hinnershitz, Marmarou, Sterner, Waltman, Spencer, President - 7
Nay: None – 0

Bill No. 46-2009 – authorizing the transfer of the ownership of premises known as 501 S. 5th Street, Reading, Berks County, Pennsylvania, from the Liberty Steam Fire Company, to the City of Reading for the purchase price of \$1.00 **(Fire Dept)**
Introduced at the July 27th regular meeting

Councilor Goodman-Hinnershitz moved, seconded by Councilor Baez, to table Bill No. 46-2009.

Bill No. 46-2009 was tabled by the following vote:

Yea: Baez, Marmarou, Sterner, Waltman, Spencer, President - 6
Nay: Fuhs – 1

INTRODUCTION OF NEW ORDINANCES

Council President Spencer read the following ordinances into the record:

Ordinance - authorizing a swap in bonds approved by ordinance on December 12, 2005.

Ordinance - amending the Codified Ordinances of the City of Reading, Chapter 10 Health and Safety, Part 5 Storage of Motor Vehicle Nuisances, Section 505 – Parking trucks, trailers, mobile homes by adding definition to the allowable size of mobile homes, as attached in exhibit a **(Council Staff)**

Ordinance - amending the Full-Time Employee Positions for the City of Reading for the fiscal year 2009 by adding the position of CD Specialist in the Community Development Department **(Community Development)**

Ordinance - amending Chapter 11 Housing of the City of Reading Codified Ordinances **(Law)**

Ordinance - authorizing and directing the incurrence of lease rental debt in the aggregate principal amount of \$6,600,000, evidenced by a Guaranty Agreement of the City and which Guaranty Agreement will secure a Debt Obligation of RAWA to be issued to the Pennsylvania Infrastructure Investment Authority (“Pennvest”) to finance

certain RAWA capital projects and to finance the costs of issuing the Debt Obligation); authorizing and directing the preparation and filing of certain documentation with the DCED required by the Act for approval of the debt and its exclusion from the appropriate debt limits of the City; authorizing and directing the execution of a Guaranty Agreement and Reimbursement Agreement and approving the forms thereof; specifying the amount of the guaranty obligations; and authorizing the appropriate City officials to take all other required, necessary or desirable action in connection with the Project and the guarantee of the Debt Obligation. **(RAWA) TO BE DISTRIBUTED ON MONDAY**

RESOLUTIONS

Resolution 92-2009 – requesting State legislators keep the requirement for residential sprinklers in the amendment to the PA Uniform Construction Code **(Law & Fire) Tabled at the July 27 regular meeting**

Councilor Marmarou moved, seconded by Councilor Baez, to adopt Resolution 92-2009.

Council President Spencer stated that this resolution was requested by the Fire Chief and Fire Marshall as the state is currently considering removing the requirement for residential sprinklers in new construction from the Uniform Commercial Code (UCC)

Councilor Goodman-Hinnershitz noted that this is a common sense resolution as it will increase the safety of people living in residential properties.

Councilor Sterner noted that sprinklers are only required in new residential construction.

Resolution 92-2009 was adopted by the following vote:

Yea: Baez, Fuhs, Goodman-Hinnershitz, Marmarou, Sterner, Waltman, Spencer, President - 7
Nay: None – 0

Resolution 102-2009 - authorizing the unwinding of the interest rate management agreement for the 2009 general obligation bonds.

Councilor Fuhs moved, seconded by Councilor Goodman-Hinnershitz, to adopt Resolution 102-2009.

Resolution 102-2009 was adopted by the following vote:

Yea: Baez, Fuhs, Goodman-Hinnershitz, Marmarou, Sterner, Waltman, Spencer, President - 7
Nay: None – 0

Resolution 101-2009 - authorizing the exoneration of 2007 property taxes for 820 North 9th Street.

Councilor Baez moved, seconded by Councilor Sterner, to adopt Resolution 101-2009.

Councilor Waltman explained that this church has been present in this block of North 9th Street since 1896. He noted the great outreach efforts the church has in the community.

Resolution 101-2009 was adopted by the following vote:

Yea: Baez, Fuhs, Goodman-Hinnershitz, Marmarou, Sterner, Waltman, Spencer, President - 7
Nay: None – 0

COUNCIL COMMENT

Councilor Fuhs thanked the Glenside neighborhood for pushing the issue regarding the proposed billboard for the Warren Street Bypass.

Councilor Fuhs also thanked Mayor McMahon for bringing Scranton Mayor Doherty to educate Council and the public on Act 47. He expressed the belief that several issues with negative financial impact could be alleviated for a period of time if the City files and is accepted as a distressed City.

Councilor Marmarou noted the success of the College Heights Community Council Ice Cream Social. He stated that the event was well attended. He stated that the next College Heights meeting is the second Sunday in September and a presentation will be made by Reading Area Water Authority executive director, Dean Miller.

Councilor Goodman-Hinnershitz described the upcoming community meetings in District 2. She also noted her inquiry regarding the need for the repaving of Cotton Street at the conclusion of the Reading Area Water Authority project.

Councilor Baez promised Glenside residents that she will stay on top of the proposed billboard on the Warren Street Bypass. She again requested that the Administration keep her informed as they investigate this issue.

Councilor Baez noted her upcoming neighborhood meeting for the Windsor and Front Street area in late August.

Council President Spencer noted the hardships created by the constant turnover in zoning administrators. He noted that his hope that the new zoning administrator would stay with the City and stay educated on the Reading community.

Council President Spencer noted the need for further study of traffic conditions at 5th and Bingaman Streets. He stated that he has been contacted by a number of residents in this neighborhood who have requested that the traffic signal be reinstalled.

Council President Spencer reviewed the Council meeting schedule.

Councilor Fuhs moved, seconded by Councilor Marmarou, to adjourn the regular meeting of Council.

Linda Kelleher CMC, City Clerk



AGENDA MEMO

FINANCE DEPARTMENT

TO: City Council
FROM: Heather Dunkle, Purchasing Coordinator
PREPARED BY: Heather Dunkle, Purchasing Coordinator
MEETING DATE: August 24, 2009
AGENDA MEMO DATE: August 18, 2009
RECOMMENDED ACTION: Awarding of Contract for the Furnishing Bituminous Materials for Pick-Up for the Department of Public Works and the Reading Area Water Authority

RECOMMENDATION

The recommendation is to award the contract for Furnishing Bituminous Materials and Asphalt Cements for Pick-up to South Reading Blacktop, Division of Reading Materials, 148 Angstadt Lane, Birdsboro, PA 19508 who is the low bidder at the unit prices submitted for an estimated total bid price of \$108,849.00, for the Department of Public Works and the Reading Area Water Authority. This contract is for the remainder of 2009 and all of 2010.

BACKGROUND

Bids for Furnishing Bituminous Materials and Asphalt Cements for the Department of Public Works and the Reading Area Water Authority were received on July 31, 2009. The total is based upon estimated usage. The actual expenditure may be greater or less than the estimate.

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

BUDGETARY IMPACT

The Department of Public Works, Reading Area Water Authority and Accounting have confirmed there are sufficient funds in budget account codes 35-07-00-4815 and 50-15-86-4406 to cover the materials.

PREVIOUS ACTION

None

SUBSEQUENT ACTION

Formal action by Council is required to award the contract at the August 24, 2009 meeting.

RECOMMENDED BY

Mayor, Managing Director, Director of Finance, Director of Public Works and Executive Director of Reading Area Water Authority and the Purchasing Coordinator.

RECOMMENDED MOTION

Approve/Deny the recommendation for Furnishing Bituminous Materials and Asphalt Cement in order that contract may be awarded accordingly to South Reading Blacktop.

cc: File

BILL NO. _____-2009

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 501 S. 5TH STREET, READING, BERKS COUNTY, PA FROM THE LIBERTY STEAM FIRE COMPANY TO THE CITY OF READING.

WHEREAS, the City of Reading is interested in acquiring ownership of property known as 501 S. 5th Street, Reading, Berks County, Pennsylvania (Mapped PIN #530643779326); and

WHEREAS, the owner of said property is the Liberty Steam Fire Company, which is willing to convey said premises for a sum certain of \$1.00; 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:

1. **SECTION 1.** The Mayor is authorized to execute any and all documents required to effectuate the transfer of the ownership of premises known as 501 S. 5th Street, Reading, Berks County, Pennsylvania, from the Liberty Steam Fire Company, to the City of Reading for the purchase price of \$1.00.

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

Enacted _____, 2009

President of Council

Attest:

City Clerk

BILL NO. _____

AN ORDINANCE

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF READING, CHAPTER 10 HEALTH AND SAFETY, PART 5 STORAGE OF MOTOR VEHICLE NUISANCES, SECTION 505 – PARKING TRUCKS< TRAILERS, MOBILE HOMES BY ADDING DEFINITION TO THE ALLOWABLE SIZE OF MOBILE HOMES, AS ATTACHED IN EXHIBIT A.

THE CITY OF READING CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1: The Codified Ordinances of the City of Reading Fee Schedule, Chapter 10, Health and Safety, Part 5 Storage of Motor Vehicle Nuisances, Section 505 Parking of Trucks, Trailers, Mobile Homes by adding definition to the allowable size of Mobile Homes, as attached in Exhibit A.

SECTION 2: All other items, parts, sections, etc. of the Code of Ordinances of the City of Reading, Berks County, Pennsylvania, which are contrary to the amended chart attached as Exhibit A are hereby repealed; otherwise all other parts, sections, etc. of said Code and Chapter shall remain in effect unchanged and likewise are ratified.

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

Enacted _____, 2009

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

§10-505. Parking Trucks, Trailers and Mobile Homes.

1. It shall be unlawful for any person to park, or allow to remain parked any vehicles trucks, trailers, or tractors, whether attached or unattached, with a gross vehicle weight rating (GVWR) of 10,000 lbs. or more and/or higher than 10 feet on all public or private property for more than 1 hour unless the vehicle is involved in the actual delivery or pick up of goods, supplies or merchandise from any building, residence or business in the following zoning districts:

- A. R 1 A, R 1, R 2, R 3 Residential Districts
- B. Residential Outlet Districts - RO
- C. Commercial Residential Districts - CR
- D. Commercial Neighborhood Districts - CN
- E. Residential Professional Office - RPO
- F. Preservation.

2. It shall also be unlawful for anyone to park or allow to remain parked any boats, motor homes (Mobile homes no larger than 24 feet in length or weighing more than 12,000 GVW may be parked on private property, in accordance with Part 3 herein, only on approved surfaces as per the City of Reading Zoning Ordinance Section's 1602.1 And 1602.2, recreational vehicles (RV)(Recreational Vehicles no larger than 24 feet in length or weighing more than 12,000 GVW may be parked on private property, in accordance with Part 3 herein, only on approved surfaces as per the City of Reading Zoning Ordinance Section's 1602.1 & 1602. Camping trailers, trailers of any type or passenger cars with attached boats, homes, camping trailers or trailers of any type on all public property and on private property in plain view from the public right of way in the above zoning districts shall not be allowed.

3. Each household may apply to the Department of Police, Traffic Enforcement Office, for no more than two temporary recreational vehicle parking permits for a time period as determined by the Chief of Police in each calendar year unless a special exception is authorized by the Chief of Police for the vehicles restricted. The cost of the temporary recreational vehicle permit shall be set at \$50.00. The temporary permit shall be visibly displayed on the dashboard of the vehicle

TO: PRESIDENT SPENCER & CITY COUNCIL
PREPARED BY: MARTY MAYES, CD DIRECTOR
MEETING DATE: August 10, 2009
AGENDA MEMO DATE: July 31, 2009
REQUESTED ACTION: Create Community Development Specialist

BACKGROUND:

After substantial observation it has become apparent that a Community Development Specialist is needed.

Discussion/Analysis: COMMUNITY DEVELOPMENT SPECIALIST

- Assist in the administration of community development programs including project information, application, control and review.
- Assist in the development of programs to meet community development objectives.
- Assist in the administration of community development programs, including, but not limited to, preparation of performance reports, maintenance of environmental review records, contract compliance activities, and preparations of various applications for assistance.
- Monitoring and supervision of selected community development projects.
- Act as a liaison between the city and agencies/groups such as Housing Authority, Redevelopment Authority, Neighborhood Housing Services and the Citizens Advisory Board.
- Analysis of community development related problems and the development of solutions within the context of general plans and/or policies developed by the Advance Planning Office.
- Attend day and/or evening public hearings and meetings to communicate city objectives to appropriate groups and to receive input concerning proposed projects.
- Any other activities deemed appropriate by the Director of Planning and Development

BUDGETARY IMPACT: None

PREVIOUS ACTION:

This job description for this position was submitted AFSCME Local 2763. They notified the Human Resources Department of their approval.

SUBSEQUENT ACTION: None

RECOMMENDATION:

The administration requests the City Council create a Community Development Specialist.

RECOMMENDED MOTION:

Approve the attached ordinance that includes the creation of Community Development Specialist position.

BILL NO. _____-2009
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 2009.

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, 2009, and ending December 31, 2009, shall be as set forth in Exhibit A attached hereto and made a part hereof.

SECTION 2. Amending to add one (1) the CD Specialist to the Community Development Department .

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

Enacted _____, 2009

President of Council

Attest:

Linda Kelleher, City Clerk

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 2009 Operating Budget**

<i>Division</i>	<i>Position Title</i>	<i>2009 # of Employees</i>
Mayor		
	Administrative Assistant To The Mayor	1
	Executive Assistant To The Mayor	1
	Mayor	1
		3
Managing Director		
	Managing Director	1
	Executive Secretary/ Admin Aide	1
		2
Call Center		
	Call Center Manager	1
	Customer Service Representatives	3
		4
Neighborhood Development		
	Neighborhood Development Manager	0
		0
Human Relations Commission		
	HRC Executive Director	1
	HRC Investigators	2
	Secretary	1
		4
City Auditor		
	City Auditor	1
	Auditing Coordinator	1
		2
City Council		
	Council President	1
	Council Member	6
	Assistant City Clerk	1
	Administrative Assistant	1
	City Clerk	1
		10
Treasurer		
	Clerk Typist II	3

	Chief Clerk	1
		<hr/> 4
Finance Director		
	Confidential Secretary	1
	Finance Director	1
	Grant Writer	1
	Floater - Finance	1
		<hr/> 4
Purchasing		
	Purchasing Coordinator	1
		<hr/> 1
Accounting		
	Accounting & Treasury Manager	1
	Accountant	1
	Pension Administrator	1
	Revenue Accountant	1
	Accounting Clerk	1
		<hr/> 5
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 I	2
	Tax Clerk II	3
	Clerk Typist II	1
		<hr/> 14
Information Technology		
	GIS Analyst - Sewer	0
	GIS Coordinator	1
	Application Specialist	1
	Network Analyst	1
	Developer	1
	Web Developer	1
	System Support Analyst	1
	IT Manager	1
	Lead Developer	1
		<hr/> 1

		8
HR-Personnel/Pension		
	Payroll Clerk	1
	HR Floater	1
	Light Duty Position	1
	Diversity and Information Officer	1
	Human Resources Director	1
	Human Resources Supervisor	1
	Human Resources Coordinator	0
	Human Resources Coordinator - Pension	0
	Human Resources Coordinator - Benefits	1
		<hr/> 7
Mailroom		
	Mailroom Clerk	1
		<hr/> 1
Solicitor		
	Solicitor	1
	Confidential Secretary	1
	Executive Secretary/ Admin	
	Aide/Paralegal	1
	Legal Specialist	2
		<hr/> 5
Public Works		
	Confidential Secretary	1
	Public Works Director	1
		<hr/> 2
Garage		
	Maintenance Mechanic	7
	Maintenance Worker I/Parts Person	1
	Secretary	1
	Small Engine Repairperson	1
	Foreman	1
		<hr/> 11
Engineering		
	Traffic Planner	1
	Engineering Aide IV	1
	Engineering Aide III	1
	Secretary	1
		<hr/> 4
Traffic Engineering		
	Equipment Operator II	1

	Traffic Engineering Technician	1
	Maintenance Worker I/Signmaker	1
	Equipment Operator I	1
		<hr/>
		4
Highways		
	Equipment Operator II	14
	Secretary	0
	Foreman	1
	Operations Division Manager	0
		<hr/>
		15
Parks		
	Custodian II	1
	Equipment Operator II	2
	Equipment Operator III	3
	Foreman	2
	Maintenance Worker I	2
	Maintenance Worker II	2
	Maintenance Worker III	3
	Operations Division Manager	1
	Secretary	1
		<hr/>
		17
Recreation		
	Superintendent of Recreation	1
	Custodian III	0
	Secretary	0
	Recreation Supervisor	2
		<hr/>
		3
Public Property		
	Foreman	2
	Tradesman	5
		<hr/>
		7
Police - Criminal Investigations		
	Captain 3-3	1
	Criminal Investigator	26
	Lieutenant	1
	Police Officer	4
	Police Officer/FTO	0
	Court Liason	0
	Sergeant	7
		<hr/>
		39
Police - Special Services		

	Lead Clerk/Trainer	1
	Police Officer	1
	Police Officer/FTO	1
	Telecommunicator Supervisor	1
	Telecommunicator I	1
	Telecommunicator II	13
	Records Clerk	5
	Records Operations Supervisor	1
	TAC Officer	1
	Lieutenant	2
	Secretary - Police Academy	1
	Sergeant	3
	CCTV System Monitor	1
	Shift Supervisor	1
		<hr/>
		33
Police - Patrol		
	Captain	2
	Clerk Typist I	1
	Lieutenant	4
	Police Officer	127
	Police Officer/FTO	6
	Sergeant	18
		<hr/>
		158
Police - Patrol PMI		
	PMI Administrator	1
	Chief Clerk	1
	PMI Supervisor	3
	Health and Safety Clerks	3
	Health and Safety Inspectors	0
	Health Inspector II	0
	Property Maintenance Inspector	15
		<hr/>
		23
Police - Administration		
	Chief of Police	1
	Deputy Chief of Police	1
	Confidential Secretary	1
	Lieutenant	1
	Sergeant	1
	Inspector	1
		<hr/>
		6
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	2
	Fire Marshal	1
	Lt Fire Training Officer	1
		<hr/>
		4
Fire Suppression		
	Second Deputy Chief	4
	Firefighter IV	87
	Firefighter III	10
	Firefighter II	0
	Firefighter I	11
	LT Fire Suppression Officer	4
		<hr/>
		116
Fire EMS		
	Deputy Chief/EMS Mgr	1
	EMS Lieutenant	4
	Paramedic	20
	Transport Coordinator	1
	Wheelchair Van Driver	3
		<hr/>
		29
CD Planning		
	Planner I	0
	Planner III	1
		<hr/>
		1
CD - Zoning		
	Zoning Technician	1
	Zoning Officer	1
	Zoning Inspector	1
		<hr/>
		3
CD - Trades		
	Secretary	1
	Plumbing Inspector	1
	Building Inspector	1
	Electrical Inspector	1
	HVAC Inspector	1
		<hr/>
		5

CD - Administration

CD Specialist II	1
Property Improvement Division Manager	1
Codes Administrator	0
Zoning Administrator	1
Zoning Deputy Administrator	0
Building Official	1
	<hr/>
	4

CD - HUD

CD Specialist	2
CD Specialist II	0
CD Specialist III	1
CD/Hist Preserv Specialist	1
Community Development Director	1
Confidential Secretary	1
Fiscal Officer	1
Rehab Specialist	1
	<hr/>
	8

Library Administration

Director of Libraries	1
Assistant Director of Libraries	2
	<hr/>
	3

Library - Circulation

Librarian I	1
Librarian II	1
Librarian III	1
Library Technician II	3
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

Librarian II	0
Library Technician II	0
Library Technician III	1
	<hr/>

		1
Water Administration		
	Foreman	1
	Customer Service Rep.	2
	GIS/CAD Technician	1
	Engineering Aide III	1
	Distribution Engineer	1
		6
Water Collection		
	Equipment Operator I	1
	Equipment Operator II	1
	Equipment Operator III	1
	Foreman	1
	Maintenace Worker II	6
	Superintendent	1
		11
Water Purification		
	Centrifuge Oper. I.	1
	Chemist	0
	Lab Technician	1
	Chief Operator	1
	Clerk Typist II	1
	Foreman	1
	Lab Supervisor/Bact.	1
	Maintenance Worker II	5
	Tradesman	1
	Water Plant Oper. I	0
	Water Plant Oper. II	4
		16
Water Distribution		
	Equipment Operator II	3
	Field Investigator	3
	Foreman	3
	Foreman - Meter	1
	Foreman - Mechanic	0
	Foreman - Crew	1
	Foreman - Main Crew	2
	Foreman - Service Crew	2
	Maintenance Mechanic II	1
	Maintenance Worker II	9
	Maintenance Worker III	5

	Superindent	1
		31
Self - Insurance		
	Risk and Safety Coordinator	1
	OCIP Coordinator	1
		2
Sanitary Sewers		
	System Superintendent	1
	Foreman	2
	Equip Op II	15
	Maint Worker III	1
	Engineer Aide IV	0
	Engineer Aide III	1
		20
WWTP		
	Maint Supv	1
	Belt Press Op I	3
	Cert Oper/Shift Sup	6
	Chemist	0
	Operations Supv	1
	Elec/Elect Field Eng	1
	Elec/Inst Tech	1
	Utilities Div Manager/Environ	1
	Utility Engineer	1
	Utility Clerk Typist	1
	Env Prog Coord	1
	Equip Op II	1
	Lab Supv	1
	Lab Tech	5
	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
		54
Recycling		

Chief Clerk	0
Solid Waste Supervisor	1
Clerk Typist II	1
Solid Waste	
Coordinator/Environmental	1
	<hr/>
	3

Number of Full Time Employees

737

CITY OF READING

PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE

OF THE COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, AUTHORIZING AND DIRECTING THE INCURRENCE OF LEASE RENTAL DEBT, IN AN AGGREGATE PRINCIPAL AMOUNT OF SIX MILLION SIX HUNDRED THOUSAND DOLLARS (\$6,600,000) PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT, AS CODIFIED BY THE ACT OF DECEMBER 19, 1996 (P.L. 1158, No. 177), AS AMENDED (THE "DEBT ACT"), DETERMINING THAT SUCH DEBT SHALL BE INCURRED UNDER THE DEBT ACT AS LEASE RENTAL DEBT TO BE EVIDENCED BY A CERTAIN GUARANTY AGREEMENT OF THE CITY SECURING THE DEBT OBLIGATION (THE "PENNVEST DEBT OBLIGATION") TO BE ISSUED BY THE READING AREA WATER AUTHORITY (THE "AUTHORITY") TO FINANCE A PROJECT OF THE AUTHORITY CONSISTING OF (1) CERTAIN CAPITAL PROJECTS OF THE AUTHORITY, INCLUDING THE CONSTRUCTION OF A NEW BOOSTER STATION TO SERVICE THE 18TH WARD, THE CLEANING AND RELINING OF THE 11TH STREET WATER MAIN, AND THE REPLACEMENT OF 7,500 RESIDENTIAL WATER METERS; AND (2) THE PAYMENT OF THE COSTS ASSOCIATED WITH THE ISSUANCE OF THE PENNVEST DEBT OBLIGATION; BRIEFLY DESCRIBING THE PROJECT FOR WHICH SUCH DEBT IS TO BE INCURRED; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE CITY: (A) TO PREPARE, TO CERTIFY, AND TO FILE THE DEBT STATEMENT AND BORROWING BASE CERTIFICATE REQUIRED BY SECTION 8110 OF THE DEBT ACT; (B) TO THE EXTENT FEASIBLE, TO CAUSE TO BE PREPARED AND FILED, STATEMENTS REQUIRED BY SECTION 8026 OF THE DEBT ACT WHICH ARE NECESSARY TO QUALIFY ALL OF SUCH LEASE RENTAL DEBT FOR EXCLUSION FROM THE APPROPRIATE DEBT LIMITS AS SELF-LIQUIDATING DEBT; (C) TO EXECUTE, TO ATTEST, TO SEAL, AND TO DELIVER, AS APPROPRIATE, A REIMBURSEMENT AGREEMENT AND A GUARANTY AGREEMENT; APPROVING THE FORM OF THE REIMBURSEMENT AGREEMENT AND THE GUARANTY AGREEMENT; SPECIFYING THE AMOUNT OF THE GUARANTY OBLIGATIONS OF THE CITY PURSUANT TO SUCH GUARANTY AGREEMENT AND THE SOURCES OF PAYMENT OF SUCH GUARANTY OBLIGATIONS; AUTHORIZING THE PROPER OFFICERS OF THE CITY TO TAKE ALL OTHER REQUIRED, NECESSARY OR DESIRABLE RELATED ACTION IN CONNECTION WITH SUCH PROJECT AND THE EXECUTION AND DELIVERY OF THE REIMBURSEMENT AGREEMENT AND THE GUARANTY AGREEMENT; PROVIDING FOR THE EFFECTIVENESS OF THIS ORDINANCE; PROVIDING FOR THE SEVERABILITY OF PROVISIONS OF THIS ORDINANCE; AND PROVIDING FOR THE REPEAL OF ALL INCONSISTENT ORDINANCES OR RESOLUTIONS OR PARTS OF ORDINANCES OR RESOLUTIONS.

WHEREAS, the City of Reading (the "City") is a political subdivision of the Commonwealth of Pennsylvania (the "Commonwealth") and is a "local government unit" under provisions of the Act of the General Assembly of the Commonwealth known as the Local Government Unit Debt Act, as codified by the Act of December 19, 1996, (P.L. 1158, No. 177), as amended from time to time (the "Debt Act"); and

WHEREAS, the Reading Area Water Authority (the "Authority") is incorporated, organized and existing under the Pennsylvania Municipality Authorities Act, Act 22 of 2001, as amended and supplemented from time to time, of the Commonwealth (the "Act"); and

WHEREAS, the Authority intends to authorize and issue its Debt Obligation in an aggregate principal amount of \$6,600,000 (the "Pennvest Debt Obligation"), under and pursuant to the provisions of a resolution of the Authority to be adopted on August __, 2009, or such other advantageous date as chosen by the Authority; and

WHEREAS, the proceeds to be derived from the issuance and sale of the Pennvest Debt Obligation will be applied, together with other funds available or to be available to the Authority, for and towards a project (the "Project") which consists of the following: (i) certain capital projects of the Authority, including the construction of a new 18th ward booster station to service the 18th ward, the cleaning and relining of the 11th Street water main, and the replacement of 7,500 residential water meters; and (ii) the payment of the costs and expenses associated with the issuance of the Pennvest Debt Obligation; and

WHEREAS, the Council (the "Council") of the City has determined (i) that the Project is in the best interests of the City and its residents, and (ii) that it desires to approve the Project and to request the Authority to undertake the Project; and

WHEREAS, the City, as an inducement to the Authority to undertake the Project and to authorize and to issue the Pennvest Debt Obligation, and as an inducement to the Pennsylvania Infrastructure Investment Authority ("Pennvest") to fund the Pennvest Debt Obligation, and to thereby achieve interest cost and other savings to the Authority and to the residents and taxpayers of the City and other users of the Authority's facilities in the City, desires to enter into: (i) the Reimbursement Agreement (the "Reimbursement Agreement") with the Authority, and (ii) a Guaranty Agreement (the "Guaranty Agreement") with the Authority and Pennvest, all as permitted by and in accordance with the terms and conditions of the Debt Act.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the Council of the City, as follows:

1. (a) The City hereby authorizes and approves the Project and requests that the Authority undertake the Project. The City authorizes and approves the issuance of the Pennvest Debt Obligation by the Authority and determines to incur lease rental debt in an aggregate principal amount of \$6,600,000 by the execution and delivery of the Guaranty Agreement.

(b) The City hereby finds and determines that (i) the Project is in the best interests of the City and its residents, and (ii) it is desirable for the health and safety of the people of the City that the City uses the facilities of the Authority.

2. (a) The lease rental debt authorized to be incurred hereby is for the purpose of financing the Project.

(b) The City hereby finds and determines that the useful life of the assets comprising the Authority's water distribution and conveyance system range from at least ten (10) years to at least forty (40) years.

3. The aggregate principal amount of the Bonds, payment of which is assured by the Guaranty Agreement, shall not exceed \$6,600,000.

4. The debt to be evidenced by the Guaranty Agreement shall be lease rental debt of the City.

5. The Mayor and City Clerk, or any other proper officials of the City, and, if applicable, their duly qualified respective successors, are hereby authorized and directed to prepare, to certify, to acknowledge, and to file the debt statement and the borrowing base certificate, as appropriate, required by Section 8110 of the Debt Act and to take any and all other action necessary at the time or from time to time in connection with carrying out the intent of this Ordinance or necessary to comply with the Debt Act.

6. The Mayor and City Clerk, or any other proper officials of the City, and, if applicable, their duly qualified respective successors, are hereby authorized and directed to execute, attest, seal, and deliver the Guaranty Agreement and the Reimbursement Agreement, respectively, in substantially the forms set forth on Exhibit "A" and Exhibit "B" hereto with such insertions, deletions, and amendments as the officers of the City executing said documents and the Solicitor to the City shall deem necessary. The execution, attestation, and delivery of the Guaranty Agreement and the Reimbursement Agreement by appropriate officers of the City shall constitute conclusive evidence of such approval.

7. In the event that the City is obligated to make payments under the Guaranty Agreement, the maximum amounts required to be paid thereunder, if any, from the general revenues of this City, are as set forth on Exhibit "C" hereto. Exhibit "C" is incorporated herein by reference with the same force and effect as if fully set forth in the text hereof. If at any time the City is required to make any payment under the Guaranty Agreement, proper officers of the City are hereby authorized and directed to do so.

8. The City covenants to and with the owners, from time to time, of the Pennvest Debt Obligation that the City (a) shall include the amounts payable in respect of the Guaranty Agreement for each fiscal year in which such sums are payable in its budget for that year, (b) shall appropriate such amounts from its general revenues for the payment of such payment, and (c) shall duly and punctually pay or cause to be paid

from any of its revenues or funds the amount payable in respect of the Guaranty Agreement, at the dates and place and in the manner stated in such Guaranty Agreement, and according to the true intent and meaning thereof. The City pledges its full faith, credit, and taxing power for such budgeting, appropriation, and payment in respect to the Guaranty Agreement. This covenant shall be specifically enforceable in accordance with the Debt Act.

9. The Mayor and City Clerk, or any other proper officials of the City, and, if applicable, their duly qualified respective successors, are authorized and directed, if necessary or desirable, to cause to be prepared and filed with the Department of Community and Economic Development of the Commonwealth of Pennsylvania, appropriate statements required by Section 8026 of the Debt Act which are necessary to qualify the lease rental debt of the City, which is subject to exclusion as self-liquidating debt pursuant to the Debt Act, for exclusion from the appropriate debt limits as self-liquidating debt.

10. The proper officers of the City are hereby authorized and directed to execute, attest, and deliver any and all necessary or appropriate documents, instruments, and certificates and to do any and all necessary or appropriate things in connection with the transactions hereby contemplated.

11. All ordinances and resolutions or parts thereof, insofar as that same are inconsistent herewith, are repealed hereby.

12. This Ordinance shall become effective in accordance with the provisions of the Debt Act.

13. In the event any provision, section, sentence, clause, or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause, or part of this Ordinance, it being the intent of the City that the remainder of the Ordinance shall remain in full force and effect.

DULY ENACTED AND ORDAINED, this 24th day of August, 2009, by the Council of the City of Reading, Pennsylvania, in lawful session duly assembled.

CITY OF READING, PENNSYLVANIA

By: _____
President of Council

Attest: _____ (SEAL)
City Clerk

Approved: _____
Mayor

EXHIBIT "A"

FORM OF GUARANTY AGREEMENT

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT, dated this ___ day of _____, 2009, but effective as of the date of executive and delivery hereof, by and among the CITY OF READING, Berks County, Pennsylvania, a political subdivision of the Commonwealth of Pennsylvania, as guarantor (the "City"), READING AREA WATER AUTHORITY, a body corporate and politic existing under the Municipality Authorities, Act 22 of 2001, as amended and supplemented, of the Commonwealth of Pennsylvania (the "Authority"), and the PENNSYLVANIA INFRASTRUCTURE INVESTMENT AUTHORITY, an agency of the Commonwealth of Pennsylvania whose principal office is located in the city of Harrisburg, Pennsylvania ("Pennvest").

WITNESSETH:

WHEREAS, the Authority intends to authorize and to issue its Debt Obligation in the maximum principal amount of Six Million Six Hundred Thousand Dollars (\$6,600,000.00) (the "Note"); and

WHEREAS, the Debt Obligation shall be issued under and pursuant to the provisions of a Funding Agreement, dated the date hereof, between the Authority and Pennvest (the "Loan Agreement"); and

WHEREAS, the proceeds to be derived from the issuance and sale of the Debt Obligation and the Bonds will be applied, together with other funds available or to be available to the Authority for and towards the following project (the "Project"): (i) various capital projects of and to the Authority water system, including the construction of a new 18th ward booster station to service the 18th ward, the cleaning and relining of the 11th Street water main, and the replacement of 7,500 residential water meters; and (ii) the payment of the costs and expenses associated with the issuance of the Debt Obligation; and

WHEREAS, the Council of the City has determined, among other things, that the undertaking of the Project is in the best interests of the City and its residents; and

WHEREAS, the City, as an inducement to the Authority to undertake the Project and to authorize and issue the Debt Obligation, and as an inducement to Pennvest and all future owners of the Debt Obligation (if any) to purchase the Debt Obligation and to thereby achieve interest costs and other savings to the Authority and the residents and taxpayers of the City and other users of the Authority's water facilities in the City, desires to enter into this Guaranty Agreement with respect to the Debt Obligation, as permitted by and in accordance with the terms and conditions of the Debt Act (hereinafter defined); and

WHEREAS, the parties hereto desire to set forth the terms and conditions under and pursuant to which the Debt Obligation shall be guaranteed by the City and related matters.

NOW THEREFORE, in consideration of the mutual covenants and premises herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

Definitions

Section 1.01 Terms and Phrases. In addition to the terms and phrases which may be elsewhere defined in this Guaranty Agreement, terms and phrases defined in this Section 1.01, for all purposes of this Guaranty Agreement, as herein defined, shall have the meanings herein specified, unless the context clearly otherwise requires:

“Act” shall mean the Act of the General Assembly of the Commonwealth, known as the Municipality Authorities of Act, Act 22 of 2001, as amended and supplemented.

“Board” shall mean, at any given time, the governing body of the Authority.

“Commonwealth” shall mean the Commonwealth of Pennsylvania.

“Council” shall mean the governing body of the City.

“Debt Act” shall mean, the Act of the General Assembly of the Commonwealth, known as the Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177), as amended and supplemented from time to time.

“Debt Service” shall mean, with respect to any Fiscal Year, the sum of the following: amounts required to pay monthly installments of, as applicable, interest on, premium, if any, and principal of the Debt Obligation (which is not to be paid from amounts on deposit in any sinking fund or account) during each Fiscal Year.

“Fiscal Year” shall mean the fiscal year of the City as provided by laws of the Commonwealth.

“Gross Revenues” shall mean all revenues of the Authority from whatever source derived.

“Guaranty Agreement” shall mean this agreement and all modifications, alterations, amendments, and supplements hereto made and delivered in accordance with the provisions hereof, which phrase sometimes is referred to in this document by use of such words as “hereto,” “hereby,” “herein,” “hereof,” or “hereunder”.

“Reimbursement Agreement” shall mean the Reimbursement Agreement dated as of the date hereof between the City and the Authority and all modifications, amendments, extensions, and substitutions therefor.

ARTICLE II

Representations and Warranties of the City

Section 2.01 Representations and Warranties. The City represents and warrants that:

- A. The City is a political subdivision of the Commonwealth;
- B. The City possesses all requisite power and authority under laws of the Commonwealth to enter into and to perform all the covenants and agreements set forth in this Guaranty Agreement.
- C. The City has duly authorized all necessary action on its part to enter into this Guaranty Agreement, pursuant to proper and necessary official action of its Council in accordance with laws of the Commonwealth;
- D. The City, in entering into this Guaranty Agreement, is acting in the public interest by assisting in providing modern, high quality water facilities at the lowest possible cost to the users of such facilities and the citizens and taxpayers of the City, and by assisting in the preservation and protection of the general health and welfare of inhabitants of the City and of the Commonwealth; and
- E. The City, in entering into this Guaranty Agreement, is incurring lease rental debt pursuant to the terms and conditions of the Debt Act; and the City has taken all proper proceedings pursuant to the Debt Act and has obtained all approvals required to be obtained in connection with the execution and delivery of this Guaranty Agreement.

ARTICLE III

Covenants and Agreements of the Authority and the City

Section 3.01 Full and Prompt Payment. The City hereby guarantees, unconditionally and irrevocably, to Pennvest and, from time to time, assignees of the Debt Obligation, the full and prompt payment of the Debt Service when and as such shall be due and payable, in accordance with the terms and conditions of this Guaranty Agreement. Nothing contained in this Guaranty Agreement shall in any way be construed to imply that the City shall be or become liable or responsible for any other debt or obligation of the Authority.

Section 3.02 Costs, Fees, Expenses, and Charges. Except as may be expressly provided herein or elsewhere, the City shall not be responsible or liable to the Authority or Pennvest for the payment of any other costs, fees, expenses, or charges arising in connection with the issuance of the Debt Obligation, or the enforcement of any rights of the Authority against any other person.

Section 3.03 Manner of Payment. All payments required to be made by the City under this Guaranty Agreement shall be made in lawful money of the United States of America at the principal office of Pennvest and at the times specified in the Debt Obligation for the payment of Debt Service on the Debt Obligation.

Section 3.04 Separate Causes of Action. Each and every default in payment of Debt Service shall give rise to a separate cause of action under this Guaranty Agreement; and separate suits may be instituted pursuant to this Guaranty Agreement, from time to time, as each cause of action shall arise.

Section 3.05 Amounts to be Included in Budget. The City covenants to and with Pennvest, the Authority, and assignees (if any), from time to time, of the Debt Obligation that the City shall (a) include in its budget for each Fiscal Year in which Debt Service is payable on the Debt Obligation, an amount equal to the Debt Service on the Debt Obligation for such Fiscal Year (which Debt Service has been guaranteed by the City and is payable pursuant to this Guaranty Agreement) and (b) appropriate such amounts from its general revenues for payment to Pennvest of its obligations hereunder, and (c) duly and punctually shall pay or shall cause to be paid from any sinking fund or any of its revenues or funds to Pennvest such amounts, at the times and in the manner provided for herein, at the principal office of Pennvest or such other place as is designated by Pennvest or its assigns, according to the true intent and meaning hereof. For such budgeting, appropriation, and payment, the City pledges its full faith, credit, and taxing power. As provided in the Debt Act, this covenant shall be enforceable specifically against the City.

At any time when payments are required to be made by the City hereunder, to the extent that sufficient money shall not be available in the City's then current budget, and if the City shall be unable to incur, lawfully, debt in the current Fiscal Year for the

purpose of paying such Debt Service or to issue tax anticipation notes or otherwise to satisfy its obligations hereunder, the City shall include any amounts so payable in its budget for the next succeeding Fiscal Year and

shall appropriate such amounts to the payment of such obligations and duly and punctually shall pay or shall cause to be paid the obligations incurred hereunder in the manner herein stated according to the true intent and meaning hereof, and for such budgeting, appropriation, and payment, the City does pledge its full faith, credit, and taxing power. As provided in the Debt Act, this covenant shall be enforceable specifically against the City.

Section 3.06 Obligations of City Absolute and Unconditional. The obligations of the City under this Guaranty Agreement shall be absolute, irrevocable, and unconditional, irrespective of any other agreement or instrument to which the City shall be a party, and shall remain in full force and effect until all Debt Service during each Fiscal Year in which the Debt Obligation remains outstanding shall have been paid or shall have been provided for, and such obligations of the City shall not be affected, modified, diminished, or impaired upon the happening, from time to time, of any event, including, without limitation, any of the following (whether or not with notice to or the consent of the City in accordance with the provisions hereof) unless such notice or consent is required hereunder:

- A. The failure of the Authority otherwise to perform any obligation contained in this Guaranty Agreement or in any other agreement, for any reason whatsoever, including, without limiting the generality of the foregoing, the occurrence of an insufficiency of funds, negligence, or willful misconduct on the part of the Authority or its agents, employees, or independent contractors, legal action of any nature which shall prohibit the operations of the Authority, labor disputes, war, insurrection, natural catastrophe, or laws, rules, or regulations of any body, governmental or otherwise, having proper jurisdiction;
- B. The compromise, settlement, release, or termination of any or all of the obligations, covenants, or agreements of the Authority under the Reimbursement Agreement;
- C. The failure of the Authority to give notice to the City of the occurrence of a default under the terms and provisions of this Guaranty Agreement, the Loan Agreement, or the Reimbursement Agreement;
- D. The validity, enforceability, or termination of the Reimbursement Agreement or the Loan Agreement;
- E. The failure of the Authority to make any payment to the City under the Reimbursement Agreement;
- F. The neglect or failure of the Authority to exercise or to preserve any right or rights of action against any party, person, or property.
- G. The failure of the Authority to have enforced, on prior appropriate occasions, any right or right of action against any party, person, or property;

H. The compromise, settlement, release, alteration, indulgence, or any other change or modification of any obligation or liability of the Authority under the Reimbursement Agreement or the Loan Agreement, regardless of the nature of such obligation or liability and

regardless of the extent to which such obligation or liability shall have been modified, compromised, or otherwise changed;

I. The waiver of the payment, performance, or observance by the Authority or the City of any obligations, covenants, or agreements contained in the Reimbursement Agreement or this Guaranty Agreement;

J. The extension of the time for payment of the Debt Service on the Debt Obligation or any part thereof owing or payable under this Guaranty Agreement or of the time for performance of any other obligations, covenants, or agreements under or arising out of the Reimbursement Agreement or this Guaranty Agreement;

K. The waiver by the City, or the modification or amendment (whether material or otherwise) of any obligation, covenant, or agreement of the Authority set forth in the Reimbursement Agreement;

L. The taking of, or the omission to take, any action referred to in the Reimbursement Agreement, the Loan Agreement, or this Guaranty Agreement;

M. Any failure, omission, or delay on the part of the Authority to enforce, to assert, or to exercise any right, power, or remedy conferred upon or vested in the Authority hereunder or under the Loan Agreement or the Reimbursement Agreement, or to enforce, to assert, or to exercise any other right or rights on the part of the Authority or any owner, at anytime or from time to time, of the Debt Obligation;

N. The voluntary or involuntary liquidation, dissolution, sale, or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustments or other similar proceedings affecting the City or the Authority or any of the assets of either, or any allegation or contest of the validity of this Guaranty Agreement in any such proceeding;

O. The release or discharge of the City, to the extent permitted by law, from performance or observance of any obligation, covenant, or agreement contained in this Guaranty Agreement, by operation of law;

P. The default or failure of the City fully to perform any of its obligations set forth in this Guaranty Agreement;

Q. Any failure by the Authority to comply with any of the covenants, agreements, or undertakings set forth herein or any breach by the Authority of any representation or warranty set forth herein or in the Loan Agreement;

R. The voluntary or involuntary repossession or surrender of the Water System (as such phrase is defined in the Loan Agreement).

Section 3.07 Obligations of City Not Affected by Bankruptcy, etc. The obligations of the City hereunder shall not be affected by any bankruptcy, arrangement or creditors, reorganization, or other similar proceedings of the Authority or the City; and, to the extent applicable, the City specifically waives any right or benefit which could accrue to it by reason of any such proceeding and agrees that the same shall not affect the liability of the City hereunder, regardless of the effect that such proceedings may have with respect to the obligations of the Authority.

Section 3.08 Obligations of City Not Subject to Setoff, Counterclaim, etc. The obligations of the City hereunder shall not be subject to any setoff, counterclaim, or defense resulting from any breach or any alleged breach by the Authority of any obligation to the City, whether said obligation arises under this Guaranty Agreement, the Reimbursement Agreement, or from any other transaction between the Authority and the City, regardless of the nature of such transaction, or otherwise.

Section 3.09 Pennvest Authorized to Proceed. In the event of a default in payment of Debt Service on the Debt Obligation when and as the same shall become due and payable, whether at the stated maturity thereof or by acceleration, Pennvest may proceed hereunder directly against the City without proceeding against or exhausting any other remedies which it may have against the Authority or its assets.

The City agrees to pay all costs, fees, and expenses, including, to the extent permitted by law, all court costs and reasonable attorney fees which may be incurred by Pennvest in enforcing or attempting to enforce this Guaranty Agreement against it, following any default on the part of the City hereunder, whether the same shall be enforced by suit or otherwise.

Section 3.10 Waiver of Notice of Reliance. The City expressly waives notice, in writing or otherwise, from Pennvest, at any time or from time to time, assignees of the Debt Obligation of their acceptance and reliance upon this Guaranty Agreement.

Section 3.11 Enforcement by Third Parties. This Guaranty Agreement is entered into by the City for the benefit of Pennvest, from time to time, assignees of the Debt Obligation, all of whom shall be entitled to enforce performance and observance hereof by the City to the same extent as if they were parties signatory hereto.

Section 3.12 Separate or Cumulative Enforcement. Terms of this Guaranty Agreement may be enforced as to any one or more breaches, either separately or cumulatively.

Section 3.13 Payment by City.

A. So long as the Debt Obligation is issued and remains outstanding and the Guaranty Agreement shall be in full force and effect, in the event that, on the last day of each month, if Pennvest determines that the Authority has failed to pay or transfer to Pennvest sufficient funds to pay the next succeeding month's installment of

principal of and interest on the Debt Obligation, Pennvest shall immediately give notice of such deficiency to the Authority and

to the City, which notice shall specify the amount of the payment deficiency. If the amount of the deficiency is not paid by the Authority by the first day of such next succeeding month, the City under the provisions of this Guaranty Agreement shall promptly pay to Pennvest an amount which will be sufficient to make such Debt Service payment on the Debt Obligation.

B. To the extent that it makes any payments of Debt Service on the Debt Obligation, the City shall become subrogated to all right, title, and interest of the owners of the Debt Obligation receiving such payments. To evidence such subrogation, Pennvest shall note the City rights as subrogee on the Debt Obligation.

Section 3.14 Discharge of Obligations. Notwithstanding anything contained in this Guaranty Agreement to the contrary, except as provided herein with respect to expenses incurred in connection with the enforcement hereof, the obligations of the City hereunder shall be satisfied in full and discharged when (a) the principal and interest on the Debt Obligation have been paid or provided for as specified in the Debt Obligation, and (b) the Debt Obligation shall have been discharged in accordance with its terms.

If, as more fully set forth in the Loan Agreement, the City deposits with Pennvest funds sufficient to pay its obligations under this Guaranty Agreement as same may arise from time to time, all liability of the City with respect to the particular payment of Debt Service under this Guaranty Agreement shall cease and be deemed to be satisfied. Thereafter, any claims of whatsoever nature hereunder with respect to such particular payment of Debt Service shall be restricted exclusively to the funds so deposited hereunder.

ARTICLE IV

Miscellaneous

Section 4.01 Increased Obligations of City; Amendment. No amendment, change, modification, alteration, or termination of the Loan Agreement shall be effective which would in any way increase obligations of the City under this Guaranty Agreement, without obtaining the prior written consent of the City (such consent to be given by the City pursuant to an ordinance duly enacted by the Council). No amendment, change, modification, alteration or termination of the City's obligations hereunder shall be effective without Pennvest's consent if the effect of such amendment, change, modification, alteration or termination is to impair the security of the Debt Obligation by changing the coverage of the City's guaranty obligation.

Section 4.02 Time When Obligations Arise. Obligations of the City hereunder shall arise absolutely, irrevocable, and unconditionally when the Debt Obligation shall have been issued, sold, and delivered by the Authority.

Section 4.03 Authority to Punctually Perform. The Authority covenants with the City that it will duly and punctually perform every covenant and agreement undertaken by the Authority under the Debt Obligation.

Section 4.04 Remedies of Authority. In the event of default by the City in the
punctual

discharge of its obligations hereunder, the Authority shall be entitled to exercise such remedies as are provided under the Debt Act, together with any other remedies which otherwise may be provided at law or in equity or by other statutes.

Section 4.05 Cumulative Remedies; Waiver. No remedy conferred upon or reserved to the Authority or Pennvest hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Guaranty Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default, omission, or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised, from time to time, and as often as may be deemed expedient. In order to entitle the Authority and/or Pennvest to exercise any remedy reserved in this Guaranty Agreement, it shall not be necessary to give any notice, other than such notice as herein expressly may be required. In the event any provision contained in this Guaranty Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release, or modification hereof shall be established by conduct, custom, or course of dealing, but shall be established solely by an instrument, in writing, duly executed by the appropriate parties. Notwithstanding any other provision hereof to the contrary, no recourse shall be had for the payment of the principal of or interest on the Debt Obligation, or for any claim based hereon or on the Ordinance of the City authorizing and approving the execution and delivery of this Guaranty Agreement, against any member, officer, or employee, past, present, or future, of the City or of any successor body, as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers, or employees is released as a condition of and as consideration for the issuance of this Guaranty Agreement.

Section 4.06 Entire Agreement; Multiple Counterparts. This Guaranty Agreement constitutes the entire agreement, and supersedes all prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof; and this Guaranty Agreement may be executed, simultaneously, in multiple counterparts, each of which counterparts, together, shall constitute but one and the same instrument.

Section 4.07 Severability. Provisions of this Guaranty Agreement shall be severable; and in the event of the invalidity or unenforceability of any one or more phrases, sentences, clauses, Articles, Sections, or parts, in this Guaranty Agreement contained, such invalidity or unenforceability of remaining portions of this Guaranty Agreement or any remaining parts thereof.

Section 4.08 Amendment. This Guaranty Agreement may be amended and/or supplemented, from time to time, by a written document duly signed by the parties hereto; provided, however, that no amendment and/or supplement shall be made which shall diminish or discontinue the obligations of the City hereunder.

Section 4.09 Choice of Law. This Agreement shall be construed in accordance with and shall be governed by laws of the Commonwealth.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound, pursuant to proper authorization or their respective governing bodies, each causes this Guaranty Agreement to be executed by its respective duly authorized officer or officers and to be attested by its respective duly authorized officer and its respective official or corporate seal to be affixed to this Guaranty Agreement, all as of the day and year first above written.

CITY OF READING
Berks County, Pennsylvania

By: _____
Mayor

Attest: _____ (SEAL)
City Clerk

READING AREA WATER AUTHORITY

By: _____
Chairman

Attest: _____ (SEAL)
Secretary

**PENNSYLVANIA INFRASTRUCTURE
INVESTMENT AUTHORITY**

By: _____

Attest: _____ (SEAL)

Date of Execution and Delivery: _____, 2009

EXHIBIT "B"

FORM OF REIMBURSEMENT AGREEMENT

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT, dated as of the ___ day of _____, 2009, but effective as of the date of execution and delivery hereof, by and among the CITY OF READING, Pennsylvania (the "City"), being a political subdivision of the Commonwealth of Pennsylvania and READING AREA WATER AUTHORITY (the "Authority"), a body corporate and politic organized and existing under the Municipality Authorities Act, Act 22 of 2001, as amended and supplemented, of the Commonwealth of Pennsylvania.

WITNESSETH:

WHEREAS, the capitalized terms used herein which are not defined herein shall have the meaning given them in the Loan Agreement (hereinafter defined), or the Guaranty Agreement (hereinafter defined); and

WHEREAS, the Authority intends to authorize and to issue its Debt Obligation, in the aggregate principal amount of \$6,600,000 (the "Debt Obligation"), under and pursuant to the terms of that certain Funding Agreement, dated as of _____, 2009 (the "Loan Agreement"), between the Authority and the Pennsylvania Infrastructure Investment Authority ("Pennvest") ; and

WHEREAS, the proceeds derived from the issuance and sale of the Debt Obligation will be applied, together with other funds available or to be available to the Authority, for and toward the payment of the following: (i) certain capital projects of the Authority, including the construction of a new 18th ward booster station to service the 18th ward, the cleaning and relining of the 11th Street water main, and the replacement of 7,500 residential water meters; and (ii) the costs and expenses associated with the issuance of the Debt Obligation; and

WHEREAS, the City as an inducement to the Authority to authorize and issue the Debt Obligation , and as an inducement to any and all registered owners of the Debt Obligation to purchase such Debt Obligation and to further enhance and ensure the marketability of the Debt Obligation and thereby achieve interest costs and other savings to the Authority and to the users of the Authority's facilities, desires to execute and deliver its Guaranty Agreement (the "Guaranty Agreement") with respect to the payment of Debt Service on the Debt Obligation all as permitted by and in accordance with the terms and conditions of the Local Government Unit Debt Act (the "Debt Act") of the Commonwealth of Pennsylvania (the "Commonwealth") and to enter into this Reimbursement Agreement in connection therewith; and

WHEREAS, the Council (the "Council") of the City is acting in the public interest by assisting in providing modern, high quality water facilities at the lowest possible cost

to the users of such facilities and the citizens and taxpayers of the City, and by assisting in preserving and protecting the general health and welfare of the inhabitants of the City and of the Commonwealth.

NOW, THEREFORE, intending to be legally bound hereby, the City and the Authority hereby agree as follows:

1. Execution and Delivery of Guaranty Agreement. Subject to the terms and conditions hereinafter set forth, the City hereby agrees to execute, attest, seal and deliver to the Authority and Pennvest, on or before the date of issuance and delivery of the Debt Obligation by the Authority, the Guaranty Agreement. The Guaranty Agreement, substantially in the form approved by Council, is incorporated herein by reference.

2. Reimbursement and Other Payments.

(a) The Authority covenants and agrees that it shall pay to the City, on demand: an amount equal to any amount at any time paid by the City under the Guaranty Agreement, plus an additional amount equal to any and all reasonable charges and expenses which the City pays or incurs in connection with making payments under the Guaranty Agreement or enforcing reimbursement hereunder.

(b) All payments at any time made by the Authority to the City hereunder shall be made in lawful currency of the United States of America in immediately available funds in such manner and at such place as the City may direct.

3. Conditions Precedent. As conditions precedent to the obligation of the City to execute and deliver the Guaranty Agreement, the City shall have received each of the following in form and substance satisfactory to it:

(a) A copy of the resolution of the Authority authorizing, among other things, the issuance of the Debt Obligation;

(b) A certificate of duly authorized officers of the Authority stating that (i) the representations and warranties of the Authority set forth in this Agreement and in the Guaranty Agreement are true, correct and complete as of the date of issuance of Debt Obligation; and (ii) no event of default under this Agreement or the Loan Agreement has occurred and is continuing, or would result from the issuance and sale of the Debt Obligation and no event has occurred and is continuing which, with the giving of notice or lapse of time or both, would constitute an event of default under this Agreement or the Indenture;

(c) An opinion of Setley, Rauch & Bucolo, LLC, Counsel to the Authority as to: (i) the due existence of the Authority; (ii) the power of the Authority to enter into and perform its obligations under this Agreement, the Debt Obligation, and all other agreements, documents, instruments or collateral security documents executed and delivered by or on behalf of the Authority at the closing of the sale of the Debt Obligation; and (iii) the due validity, binding effect and enforceability of this Agreement,

the Debt Obligation, and all other agreements, documents, instruments and collateral security documents, subject, however, in each case, to laws and equitable principles affecting the enforcement of creditors rights generally;

(d) The opinion of Charles Younger, Esquire, City Solicitor, regarding (i) the due existence of the City; (ii) the valid incumbency of the officers of the City; and (iii) the legal, valid and binding enactment of the Ordinance approving the Guaranty Agreement and this Agreement and authorizing and directing, among other things, the execution, attestation and delivery thereof by proper officers of the City;

(e) Executed copies of this Agreement and all related documentation delivered in connection therewith; and

(f) The approval of the Department of Community and the Economic Development, as required by the Debt Act, with respect to the execution and delivery of the Guaranty Agreement and the incurrence of lease rental debt by the City.

4. Obligations Absolute. The obligations of the Authority under this Agreement shall be absolute, unconditional and irrevocable, and shall be fully performed strictly in accordance with the terms and conditions of this Agreement, under all circumstances whatsoever, including, without limitation, the foregoing: (i) any lack of validity or enforceability of the Guaranty Agreement, the Debt Obligation or any other agreement or document relating thereto; (ii) any amendment or waiver of or any consent to or departure from the terms and conditions of the Guaranty Agreement, the Debt Obligation or any documents relating thereto; or (iii) the existence of any claim, set-off, defense or other right which the Authority may have at any time against Pennvest (or any person or entities for whom Pennvest may be acting), the City or any other person or entity, whether in connection with this Agreement, the transactions described herein or any unrelated transaction.

5. Representations and Warranties. The Authority hereby represents and warrants as follows:

(a) The Authority is a municipality authority duly organized and validly existing under the Municipal Authorities Act of the Commonwealth, Act 22 of 2001, as amended and supplemented. Each of the individuals executing and delivering this Agreement, the Guaranty Agreement, the Loan Agreement, the Debt Obligation and all related documents and instruments possesses full power and authority to execute and deliver such documents and such execution and delivery does not contravene the terms or provisions of any document, agreement or instrument to which the Authority or any of its properties or assets is or may be bound;

(b) The execution, delivery and performance by the Authority of this Agreement, the Guaranty Agreement, the Loan Agreement, the Debt Obligation and related documents and instruments has been duly authorized by all necessary action, do not contravene the provisions of the Articles of Incorporation or By-Laws of the Authority or of any other agreement or instrument binding on or affecting the Authority or any of its assets or properties, and does not result in or require the creation of any

lien, security interest or other charge or encumbrance (other than pursuant to this Agreement, the Guaranty Agreement, or any other collateral security document or instrument executed and delivered at the closing held this day) upon or with respect to any of the Authority assets or properties;

(c) No authorization, approval or other consent or action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Authority of this Agreement, the Guaranty Agreement, the Debt Obligation or any related document or instrument, except such as have been obtained.

(d) This Agreement, the Guaranty Agreement, the Loan Agreement, the Debt Obligation and any related document or instrument, executed and delivered by or on behalf of the Authority constitute the legal, valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective terms, subject, however, to the application by a court of general principles of equity and to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting the enforcement of creditors' rights generally; and

(e) There is no pending action or proceeding before any court, governmental agency or arbitrator against or directly involving the Authority and, to the best of the knowledge of the Authority, there is no threatened action or proceeding against the Authority before any court, governmental agency or arbitrator which, in any case, may materially and adversely affect the financial condition or operations of the Authority or any other material contingent liability of any kind (which has not heretofore been disclosed to the City).

6. Covenants of the Authority. So long as the Guaranty Agreement shall remain in full force and effect, or any amount is due and owing to the City under the provisions of this Agreement, the Authority covenants and agrees that it shall, unless the City shall have otherwise consented in writing:

(a) Preservation of Existence. Preserve and maintain its due existence, and its right to do business and its good standing in the Commonwealth, and will maintain (and obtain) all licenses, permits and other authorizations necessary, proper or desirable for the ownership and operations of its facilities.

(b) Compliance with Laws, Etc. Comply in all material respects with all applicable laws, rules, regulations and orders of any governmental authority the non-compliance with which would materially and adversely affect its operations or condition.

(c) Keeping of Books. Keep proper, accurate and complete books of record and account, in which full and correct entries shall be made of financial transactions and the assets and operations of the Authority.

(d) Guaranty Agreement. Observe, in all respects, its obligations under the Guaranty Agreement.

(e) Repayment of Amounts Advanced. At any time after the City shall have paid such amount or amounts as at that time shall be required to pay Debt Service on the Debt Obligation, in accordance with the provisions of the Guaranty Agreement or shall have paid any costs, fees or expenses guaranteed thereby, to repay to the City the amount or amounts actually advanced by the City, together with interest on such amounts, all in accordance with the terms of this Agreement.

7. Defaults and Remedies. Each of the following shall constitute an event of default hereunder ("Event of Default") unless waived by the City hereunder:

(a) Failure by the Authority to make any payment of Debt Service when due and payable;

(b) Failure by the Authority to perform or comply with any of the other terms or conditions contained in this Agreement, the Guaranty Agreement, the Loan Agreement, or the Debt Obligation and continuance of such failure uncured for 30 days after the Authority has knowledge that such failure has occurred, or such longer period to which the City may agree in the case of a default not curable by the exercise of due diligence within such 30-day period, provided that the Authority shall have commenced such default within such 30-day period and shall complete such cure as quickly as reasonably possible with the exercise of due diligence;

(c) Any of the representations or warranties of the Authority set forth in this Agreement, the Guaranty Agreement, the Loan Agreement or in any other certificate, document, statement, instrument or agreement furnished to the City pursuant to the terms hereof or the Guaranty Agreement proves to have been materially false when made or the failure by the Authority to comply with the covenants made by the Authority in Section 6 hereof;

(d) Any material provision of this Agreement, the Indenture, or the Bonds shall at any time for any reason cease to be valid and binding on the Authority, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by the Authority or any governmental agency or authority, or the Authority shall deny that it has any or further liability or obligation under this Agreement, the Loan Agreement, or the Debt Obligation; or

(e) The Authority shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian or the like for its property, or (ii) admit in writing its inability to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) be adjudicated a bankruptcy or insolvent, or (v) commence a voluntary case under the United States Bankruptcy Code (or any successor to such code) or file a voluntary petition or answer seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or file an answer admitting the material allegations of a petition filed against such corporation in any bankruptcy, reorganization or insolvency proceeding, or to take any action for the purpose of effecting any of the foregoing, or (vi) if without the application, approval or consent of the Authority, a proceeding shall be instituted in any court of competent jurisdiction, under any law relating to bankruptcy, insolvency,

reorganization or relief of debtors, seeking an order for relief or an adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition or arrangement with creditors, a readjustment of debts, the appointment of a trustee, receiver, liquidator or custodian or the like or of all or any substantial part of the assets of the Authority or other like relief in respect thereof under any bankruptcy or insolvency law, and, if such proceeding is being contested in good faith, the same shall (A) result in the entry of an order for relief or any such adjudication or appointment or (B) remain undismissed and unstayed for a period of 60 days.

If an Event of Default has occurred and is continuing, the City may exercise, or cause to be exercised, any and all such remedies as it may have at law or in equity.

8. Amendments, Etc. No amendment, waiver or consent of any provision of this Agreement shall in any event be effective unless the same shall be in writing and executed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

9. No Waiver; Remedies Cumulative. No failure on the part of the City to exercise, and no delay in exercising, any right hereunder or elsewhere shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder or elsewhere preclude any other or further exercise thereof or the exercise of any other right.

10. Continuing Obligation. This Agreement and the Guaranty Agreement are continuing obligations and shall: (i) be binding upon the Authority and the City and their respective successors and assigns; and (ii) inure to the benefit of and be enforceable by the Authority and the City and their respective successors and assigns; provided that the Authority may not assign all or any part of this Agreement without the prior written consent of the City.

11. Indemnification. The Authority hereby indemnifies and holds harmless the City from and against any and all claims, damages, losses, liabilities, costs or expenses whatsoever which the City may incur (or which may be claimed against the City by any person or entity whatsoever) by reason of or in connection with the execution and delivery of, or payment or failure to pay under, the Guaranty Agreement; provided the Authority shall not be required to indemnify the City for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by: (a) the willful misconduct or gross negligence of the City; or (b) the City's willful failure to pay under the Guaranty Agreement. Nothing in this Section is intended to limit the Authority's reimbursement obligation contained in paragraph (a) of Section 2 hereof.

12. No Recourse. No recourse under or upon any obligation, covenant or agreement contained herein, in the Indenture or in the Bonds, or because of any indebtedness secured hereby shall be had against any past, present or future member, officer or employee of the Authority or the City or of any successor of the Authority or the City under any rule of law, statute or constitutional provision, or by enforcement of any assessment or by any legal or equitable proceeding or otherwise, it expressly being agreed and understood that the obligations of the Authority hereunder, and under the

Bonds and elsewhere are solely corporate obligations of the Authority and that no personal liability whatsoever shall attach to or shall be incurred by such members, officers or employees of the Authority or of any successor of the Authority, or any of them, because of such indebtedness or by reason of any obligation, covenant or agreement contained herein, in the Bonds or elsewhere, or implied therefrom.

13. Conflicts. Insofar as possible the provisions of this Agreement shall be deemed complementary to the terms of the Guaranty Agreement but in the event of conflict the terms hereof shall control to the extent such are enforceable under applicable law, provided, however, that nothing herein contained shall limit or alter the City's obligations under the Guaranty Agreement.

14. Severability. If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent that it is not prohibited or unenforceable, nor invalidate the other provisions hereof, all of which shall be liberally construed in favor of the City in order to effect the provisions of this Agreement.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the domestic internal laws (but not the law of conflicts of law) of the Commonwealth.

16. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

IN WITNESS WHEREOF, the Authority and the City have each caused this Agreement to be duly executed by its duly authorized officers, and its seal affixed hereon, and this Agreement delivered in its name as of the date first above written.

CITY OF READING, PENNSYLVANIA

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

READING AREA WATER AUTHORITY

By: _____

Attest: _____

(SEAL)

Date of Execution and Delivery: _____, 2009

EXHIBIT "C"

MAXIMUM LEASE RENTAL OBLIGATIONS

YEAR	TOTAL MAXIMUM ANNUAL LEASE RENTAL OBLIGATIONS
2009	_____
2010	_____
2011	_____
2012	_____
2013	_____
2014	_____
2015	_____
2016	_____
2017	_____
2018	_____
2019	_____
2020	_____
2021	_____
2022	_____
2023	_____
2024	_____
2025	_____
2026	_____
2027	_____
2028	_____
2029	_____

**CITY OF READING,
BERKS COUNTY, PENNSYLVANIA**

**ORDINANCE NO. _____
ENACTED _____, 2009**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, AMENDING AN ORDINANCE OF THE CITY PREVIOUSLY ENACTED ON DECEMBER 12, 2005, THAT AUTHORIZED THE INCURRENCE OF NONELECTORAL DEBT THROUGH THE ISSUANCE OF A SERIES OF GENERAL OBLIGATION BONDS OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF TWENTY-FIVE MILLION DOLLARS (\$25,000,000), PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, 53 PA.C.S., CHAPTERS 80-82, AS AMENDED, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT (THE "ACT"), TO PROVIDE FUNDS FOR CERTAIN PROJECTS OF THE CITY RECITED THEREIN; PROVIDING THAT SAID ORDINANCE BE AMENDED TO PERMIT THE CITY TO ISSUE THE BONDS AS FIXED RATE BONDS AND AUTHORIZING AND APPROVING THE TERMS AND CONDITIONS OF SUCH FIXED RATE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED PURCHASE PROPOSAL FOR THE PURCHASE OF THE BONDS; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THIS CITY TO ENTER INTO AN INVESTMENT AGREEMENT OR AGREEMENTS WITH RESPECT TO THE PROCEEDS OF THE GENERAL OBLIGATION BONDS; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THIS CITY TO DO, TAKE AND PERFORM CERTAIN NECESSARY AND/OR APPROPRIATE ACTS AND THINGS RELATING TO SUCH AMENDED ORDINANCE; PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INSOFAR AS THE SAME SHALL BE INCONSISTENT HEREWITH.

WHEREAS, the Council of this City, by Ordinance dated December 12, 2005 (the "Bond Enabling Ordinance"), authorized and directed issuance of its General Obligation Bonds, Series of 2009 (the "Bonds") in an aggregate principal amount of Twenty-five Million Dollars (\$25,000,000), to provide funds for and towards certain projects of the City, pursuant to the provisions of the Local Government Unit Debt Act of the Commonwealth, as reenacted and amended (the "Act"); and

WHEREAS, the Bond Enabling Ordinance originally contemplated that the Bonds would be issued in a Weekly Mode and provided for conversion of such Bonds to a Term Mode; and

WHEREAS, the City desires to amend the Bond Enabling Ordinance to permit the Bonds to be issued in a Fixed Mode; and

WHEREAS, the City desires to approve the terms and conditions of the Bonds in the Fixed Mode; and

WHEREAS, pursuant to the Bond Enabling Ordinance, the City accepted a proposal from Wachovia Bank, National Association (the “Purchaser”) for the purchase of the Bonds at private sale by negotiation (the “Original Proposal”); and

WHEREAS, the City desires to authorize the execution and delivery of an amended and restated purchase proposal from the Purchaser, acting on its own behalf and on behalf of PNC Capital Markets LLC (the “Amended Purchase Proposal”) which will amend the Original Proposal to add provisions applicable to the Bonds when issued in the Fixed Mode; and

WHEREAS, certain expenditures for the Project may be made by the City prior to the issuance of the Bonds and the City desires to pay for certain of the costs of the Project from general funds of the City, which do not constitute proceeds of tax-exempt bonds or notes; and

WHEREAS, the City, in compliance with Section 1.150-2 of the United States Treasury Regulations, reasonably expects to reimburse the expenditures made by it for said Project with proceeds of the Bonds.

The above recitals are deemed to be part of the Ordinance.

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

Section 1. *The City hereby amends Section 1.01 of the Bond Enabling Ordinance to make the following additions or amendments to the definitions contained in such Section 1.01:*

“Fixed Mode” shall mean with respect to the Bonds the mode of accruing interest at the Fixed Rate.

“Fixed Rate” shall mean the rate or rates of interest borne by the Bonds for a Fixed Rate Period.

“Fixed Rate Period” shall mean the period of time during which the Bonds are in the Fixed Mode.

“Interest Mode” shall mean the Weekly Mode, the Term Mode or the Fixed Mode.

“Paying Agent” shall mean Manufacturers and Traders Trust Company, and any successor thereto, acting in the capacity of paying agent and sinking fund depository with respect to the Bonds or, if the City at any time shall have appointed another bank, bank and trust company or national bank to serve as successor paying agent and sinking fund depository with respect to the Bonds, the successor so appointed and any successor thereto.

“Rate Period” shall mean either the Weekly Rate Period, the Term Rate Period or the Fixed Rate Period.

“Regular Record Date” shall mean, while the Bonds are in the Weekly Mode, the last Business Day preceding a Scheduled Interest Payment Date and, while the Bonds are in a Term Mode or Fixed Mode, the fifteenth (15th) day of the month next preceding a Scheduled Interest Payment Date.

“Scheduled Interest Payment Date” shall mean (i) with respect to Bonds in the Weekly Mode, the first Business Day of each calendar month, and (ii) with respect to Bonds in the Term Mode or the Fixed Mode, each Semiannual Date.

“Tender Agent” shall mean, initially, Manufacturers and Traders Trust Company, in its capacity as tender agent for the Bonds in accordance with the terms of this Ordinance or, if the City at any time shall have appointed another Person with the qualifications required by this Ordinance to serve as successor tender agent for the Bonds, the successor so appointed and its successors.

Section 2. The City hereby amends Section 3.01(a) of the Bond Enabling Ordinance in its entirety to read as follows:

“While the Bonds are in the Weekly Mode, the form of the Bonds shall be as set forth on Exhibit A attached to the Bond Enabling Ordinance and by this reference made a part of the Bond Enabling Ordinance, with appropriate insertions, omissions and variations; while the Bonds are in the Term Mode, the form of the Bonds shall be substantially as set forth on such Exhibit A but with such insertions, omissions and variations as shall be necessary to reflect the terms and provisions of the Bonds while in the Term Mode, including the redemption provisions applicable to Bonds in the Term Mode, as set forth in the Bond Enabling Ordinance; and while the Bonds are in the Fixed Mode, the form of the Bonds shall be substantially as set forth on Exhibit A attached to this Ordinance, with appropriate insertions, omissions and variations. Bonds in the Weekly Mode shall be issued in principal denominations of \$100,000 and \$5,000 multiples in excess thereof. Bonds in the Term Mode and the Fixed Mode shall be issued in the denominations of \$5,000 or any integral multiple thereof. All Bonds shall be in fully registered form, without coupons, and shall be dated as of the Series Issue Date.”

Section 3. The City hereby amends Section 3.01(b)(i) of the Bond Enabling Ordinance in its entirety to read as follows:

“The Bonds may be issued in one or more series from time to time. The Bonds of a series may bear interest at either the Weekly Rate, the Term Rate or the Fixed Rate from the Series Issue Date, as determined by the Managing Director of the City. The Bonds may be converted from a Weekly Rate to a Term Rate or a Fixed Rate as provided in Section 3.03.

Interest on the Bonds for any particular Weekly Rate Period shall be calculated on the basis of a year of 365 or 366-days as appropriate for the actual number of days elapsed. Interest accruing on the Bonds at a Term Rate or at a Fixed Rate shall be computed on the basis of a year of 360-days based upon twelve 30-day months. The Bonds may be issued as tax-exempt bonds or federally-taxable bonds.”

Section 4. The City hereby amends Section 3.01(b)(ii) of the Bond Enabling Ordinance by adding the following sentence at the end of such Section 3.01(b)(ii):

“Bonds authenticated and delivered while bearing interest at a Fixed Rate shall set forth on the face thereof, in the place provided for designating the interest rate, the actual interest rate for the applicable Bond with appropriate insertion of the maturity date.”

Section 5. The City hereby amends Section 3.01(d) of the Bond Enabling Ordinance in its entirety to read as follows:

“While the Bonds are in the Weekly Mode and the Term Mode, the Bonds shall mature on November 1, 2029. While the Bonds are in the Weekly Mode and the Term Mode, the Bonds shall be subject to redemption and tender for purchase prior to stated maturity as provided in Section 5. While the Bonds are in the Fixed Mode, the Bonds shall bear the rate of interest and shall mature on the dates and in the amounts as set forth in the Amended Purchase Proposal to be delivered by the Purchaser. While the Bonds are in the Fixed Mode, the Bonds shall be subject to redemption prior to stated maturity as provided in Section 5. While the Bonds are in the Fixed Mode, the Bonds are not subject to tender for purchase prior to stated maturity.”

Section 6. The City hereby amends Section 3.10 of the Bond Enabling Ordinance in its entirety to read as follows:

“Section 3.10 Fixed Rate. While the Bonds are in the Fixed Mode, the Bonds shall be fully registered, without coupons, in denominations of \$5,000 or any integral multiple thereof, in substantially the form set forth on Exhibit A attached hereto. The Bonds shall be dated the dated date, and shall bear interest from that date at the applicable rates per annum and on the dates specified in the Amended Purchase Proposal to be delivered by the Purchaser.

Section 7. The City hereby amends Section 3.11 of the Bond Enabling Ordinance by adding the following sentence at the end of the first sentence of such Section 3.11:

“Notwithstanding anything contained herein to the contrary, the Bonds are not subject to conversion from one Interest Mode to another Interest Mode while the Bonds are in the Fixed Mode.”

Section 8. The City hereby amends Section 4.03(b) of the Bond Enabling Ordinance by adding the following paragraph to such Section 4.03(b):

“While the Bonds are in the Fixed Mode, the City and the Paying Agent covenant that the Paying Agent, on or before September 15 of each year, so long as any Bonds shall remain outstanding, or as soon after such date as shall suit the convenience of the Paying Agent

and shall allow sufficient time for mailing of the requisite notice of redemption, as provided for herein, shall select or draw, by lot, in a fair and equitable manner (except in the year 2029, in which all outstanding Bonds will mature on the following November 1), for redemption on the following November 1, a principal amount of Bonds equal to the amount subject to Mandatory Sinking Fund Redemption pursuant to Section 5.01(f) hereof.”

Section 9. The City hereby amends Section 5.01 of the Bond Enabling Ordinance by adding the following subparagraph to such Section 5.01:

“(f) While the Bonds are in the Fixed Mode, the Bonds shall be subject to optional and mandatory sinking fund redemption as set forth in the definitive Bonds as delivered to the Purchaser in accordance with the provisions hereof.

Section 10. The City hereby amends the third sentence in Section 5.02 of the Bond Enabling Ordinance in its entirety as follows:

“Each such notice of redemption shall (i) be deposited in the United States mail, postage prepaid, not more than forty-five (45) days (sixty (60) days if the Bonds are in the Term Mode or the Fixed Mode) and not less than fifteen (15) days (thirty (30) days if the Bonds are in the Term Mode or the Fixed Mode) prior to the date fixed for redemption, (ii) identify the particular Bonds (or, if applicable, the portions thereof) to be redeemed, including the name of the issue, the date of the issue and the stated maturity date or dates, CUSIP numbers and certificate numbers assigned to the Bonds to be redeemed, (iii) specify the date fixed for redemption and the Redemption Price, (iv) state that, on the date fixed for redemption, the Bonds called for redemption will be payable at the Designated Office of the Paying Agent upon presentation and surrender thereof; and (v) state that from that date interest on such Bonds (or portions thereof) so called for redemption will cease to accrue.”

Section 11. Upon final pricing of the Bonds of a series, the Purchaser will present to the City an Amended and Restated Purchase Proposal setting forth the final terms and conditions of the Bonds, including the final interest rates and redemption provisions for the Bonds of such series (the “Amended Purchase Proposal”). As long as the terms and conditions set forth in the Amended Purchase Proposal satisfy the parameters set forth in the Bonds Enabling Ordinance, as amended and supplemented by this Ordinance, the Mayor is hereby authorized and directed to accept and to execute the Amended Purchase Proposal in the name and on behalf of the City, and the City Clerk is hereby authorized and directed to attest to such acceptance and execution.

Section 12. The Preliminary Official Statement in the form previously delivered to the City (a copy of which shall be filed with the records of the City) is hereby approved with such subsequent, necessary and appropriate additions, changes, variations, omissions and insertions as may be approved by the proper official of the City with the advice of counsel. The use and distribution of the Preliminary Official Statement by the Purchaser is hereby ratified and approved and the distribution thereof on and after the date hereof, with such subsequent additions, changes, variations, omissions and insertions, as aforesaid, is hereby authorized in connection with the public offering by the Purchaser of the Bonds. An Official Statement in substantially the same form as the Preliminary Official Statement, with

such changes, if any, as may be approved by the City's official executing the same with the advice of counsel, such approval to be conclusively evidenced by the execution thereof, is hereby authorized and directed to be prepared and upon its presentation, to be executed by the Mayor of the City following such investigation as such Mayor of the City deems necessary as to the contents thereof. The City hereby further approves the distribution and use of the Official Statement as so prepared and executed in connection with the sale of the Bonds.

Section 13. The City reasonably expects to reimburse original expenditures for the Project to be paid by the City from general funds of the City with the proceeds of the Bonds. This is a declaration of official intent intended to comply with the requirements of Section 1.150-2(e) of the United States Treasury Regulations. The maximum amount of debt expected to be issued to finance the Project is \$25,000,000 excluding costs of issuance.

Section 14.~~Section 13.~~ The Council hereby authorizes the Mayor of this City, the Managing Director and any other necessary administrators, upon the advise of Financial S&Lutions LLC, the City's financial advisor (the "Financial Advisor"), to conduct a competitive bid process to find a provider of a full-flex investment agreement or agreements or to purchase any other securities or investments (the "Investments") for the investment of the proceeds of the Bonds. The City hereby approves the execution of one or more investment agreements for investment of the proceeds of the Bonds in connection with the Project. The City hereby authorizes and directs the Mayor of the City to execute and the City Clerk to attest any investment agreement on behalf of the City, in the form approved by the Solicitor and Bond Counsel of the City. The Investments shall be limited to those authorized under law for proceeds of the Bonds.

Section 15.~~Section 14.~~ The action of the officers of the City in advertising a summary of this Ordinance, as required by law, is ratified and confirmed. The officers of the City or any of them, are authorized and directed to advertise a notice of enactment of this Ordinance in a newspaper of general circulation in the City within 15 days after final adoption. The City Clerk is hereby directed to make a copy of this Ordinance available for inspection by any citizen during normal office hours.

Section 16.~~Section 15.~~ The officers and officials of the City are hereby authorized and directed to do, take and perform such acts and things in connection with passage of this Ordinance as an amendment to the Bond Enabling Ordinance, including the filing of a certified copy of this Ordinance with the Paying Agent and Sinking Fund Depository, the Department, the Solicitor of this City and Bond Counsel.

Section 17.~~Section 16.~~ The remainder of the Bond Enabling Ordinance shall be and remain in full force and effect.

Section 18.~~Section 17.~~ In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the City that the remainder of this Ordinance shall remain in full force and effect.

~~Section 19. Section 18.~~ *All Ordinances or parts of Ordinances, insofar as the same shall be inconsistent herewith, shall be and the same expressly hereby are repealed.*

~~Section 20. Section 19.~~ *This Ordinance shall be effective in accordance with Section 8003 of the Act.*

DULY ENACTED, THIS 24TH DAY OF AUGUST, 2009, BY THE COUNCIL OF CITY OF READING, BERKS COUNTY, PENNSYLVANIA, IN LAWFUL SESSION DULY ASSEMBLED.

**CITY OF READING, BERKS COUNTY,
PENNSYLVANIA**

(SEAL)

By _____
President, City Council

Attest: _____
City Clerk

EXHIBIT A

[FORM OF BOND]

REGISTERED
NUMBER R-__

REGISTERED
\$_____

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”) to the City or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

CITY OF READING,
BERKS COUNTY, PENNSYLVANIA

GENERAL OBLIGATION BOND,
SERIES OF 2009

<u>SERIES</u>	<u>ISSUE DATE</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>CUSIP</u>
	_____, 2009	_____%	November 1, 20__	

Registered Owner: Cede & Co.

Principal Amount: \$_____

The CITY OF READING, BERKS COUNTY, Pennsylvania (the “City”), a City existing under laws of the Commonwealth of Pennsylvania (the “Commonwealth”), for value received, promises to pay to the order of the Registered Owner hereof, or registered assigns, on the Maturity Date stated hereon, upon surrender hereof, the Principal Amount stated above, unless this General Obligation Bond, Series of 2009 (the “Bond”), duly shall have been called for earlier redemption and payment of the redemption price shall have been made or provided for, and to pay interest on said principal sum semiannually on May 1 and November 1 of each year, commencing [November 1, 2009] (each a “Scheduled Interest Payment Date”), at the Interest Rate set forth above which, if not a fixed, numerical rate, shall be determined as provided in this Bond and in the Ordinance (herein defined), until the principal sum hereof is paid or provision for payment thereof has been made as provided in such Ordinance. Interest on this Bond is payable from the Scheduled Interest Payment Date ~~(herein defined)~~ next preceding the date of registration and authentication of this Bond, unless: (a) this Bond is registered and authenticated as of a Scheduled Interest Payment Date, in which event this Bond shall bear interest from such Scheduled Interest Payment Date; or (b) this Bond is registered and authenticated after a Regular Record Date (herein defined) and before the next succeeding Scheduled Interest Payment Date, in which event this Bond shall bear interest from such

Scheduled Interest Payment Date; or (c) this Bond is registered and authenticated on or prior to the Regular Record Date (herein defined) next preceding [~~May~~November 1, 20102009], in which event this Bond shall bear interest from the Series Issue Date set forth above; or (d) as shown by the records of the Paying Agent (hereinafter defined), interest on this Bond shall be in default, in which event this Bond shall bear interest from the date to which interest was last paid on this Bond.

The principal of and premium, if any, on this Bond, are payable upon presentation and surrender of this Bond to Manufacturers and Traders Trust Company (the "Paying Agent"), as paying agent and tender agent for the Bonds, at its corporate trust office in Buffalo, New York, or to any successor paying agent or tender agent duly appointed by the City, at its Designated Office, as that phrase is defined in the Ordinance.

The interest on this Bond is payable on each Scheduled Interest Payment Date by: (i) check drawn on the Paying Agent and mailed to the Holder of this Bond, at the address of such Holder appearing on the registration books maintained by the Paying Agent, or (ii) wire transfer to a bank account of such Holder in the United States, if such Holder is The Depository Trust Company or its nominee or a successor securities depository or if such Holder is the registered owner of Bonds (hereinafter defined) in an aggregate principal amount of \$1,000,000 or more and shall have made a written request for wire payment of interest to the Paying Agent at least fifteen (15) days prior to the Scheduled Interest Payment Date. Payment of the interest hereon shall be made to the person in whose name ownership of this Bond is registered on the registration books maintained by the Paying Agent on behalf of the City at the close of business on the fifteenth (15th) day of the month next preceding the Scheduled Interest Payment Date (the "Regular Record Date"). Any interest that is not timely paid or duly provided for shall cease to be payable to the person in whose name ownership of this Bond is registered as of the Regular Record Date, and shall be payable to the person in whose name this Bond is registered at the close of business on a special record date for the payment of such overdue interest (the "Special Record Date") established by notice mailed by the Paying Agent to the registered owners of Bonds not less than fifteen (15) days preceding such Special Record Date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5th) day preceding the date of mailing.

The principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America.

This Bond is one of a series of bonds of the City, known generally as "City of Reading, Berks County General Obligation Bonds, Series of 2009" (the "Bonds"), in the aggregate principal amount of _____ Million _____ Hundred Thousand Dollars (\$_____). The Bonds have been authorized for issuance in accordance with provisions of the Local Government Unit Debt Act (the "Act") of the Commonwealth, and by virtue of an Ordinance duly enacted on December 12, 2005, as amended and supplemented by an Ordinance duly enacted on August 24, 2009 (the "Ordinance") by the City. The Act, as such shall have been in effect when the Bonds were authorized, and the Ordinance shall constitute a contract between the City and registered owners, from time to time, of the Bonds.

In the Ordinance, the City has covenanted with registered owners, from time to time, of the Bonds that shall be outstanding, from time to time, that the City: (i) shall include the amount of the debt service for the Bonds, for each fiscal year of the City in which such sums are payable, in its budget for that fiscal year, (ii) shall appropriate such amounts from its general revenues for the payment of such debt service, and (iii) shall duly and punctually pay or cause to be paid from the sinking fund established under the Ordinance or from any other of its revenues or funds, the principal of each of the Bonds and the interest thereon at the dates and place and in the manner stated therein, according to the true intent and meaning thereof, and, for such budgeting, appropriation and payment, the City has pledged and does pledge, irrevocably, its full faith, credit and taxing power.

The Bonds maturing on or after November 1, 20__, shall be subject to redemption, prior to maturity, at the option of this City, in whole or in part, in any order of maturities, at any time on or after November 1, 20__, at a price equal to 100% of the principal amount of the Bond to be redeemed and accrued interest thereon to the date fixed for such optional redemption. In the event that less than all Bonds of a particular maturity are to be redeemed, the Bonds of such maturity to be redeemed shall be drawn by lot by the Paying Agent.

The Bonds stated to mature on November 1, 20__, are subject to mandatory redemption prior to maturity on November 1 of the years (at a price equal to the principal amount of the Bonds called for mandatory redemption plus accrued interest thereon to the date fixed for such mandatory redemption) and in the principal amounts as set forth in the following schedule, as drawn by lot by the Paying Agent.

<u>Year</u>	<u>Principal Amount</u>
-------------	-----------------------------

* At maturity

The Bonds stated to mature on November 1, 20__, are subject to mandatory redemption prior to maturity on November 1 of the years (at a price equal to the principal amount of the Bonds called for mandatory redemption plus accrued interest thereon to the date fixed for such mandatory redemption) and in the principal amounts as set forth in the following schedule, as drawn by lot by the Paying Agent.

<u>Year</u>	<u>Principal Amount</u>
-------------	-----------------------------

* At maturity

Bonds may be redeemed in part in denominations of \$5,000 or any integral multiple thereof, but no portion of the Bonds may be redeemed that would result in a Bond which is not in an authorized denomination, unless the moneys scheduled for redemption cannot be used for redemption. For this purpose, the Paying Agent will consider each Bond in a denomination larger than the minimum authorized denomination to be separate Bonds each in the denomination of \$5,000.

Any such redemption shall be upon application of moneys available for such purpose in the Mandatory Sinking Fund established under the Ordinance.

GENERAL PROVISIONS

This Bond shall not be entitled to any benefit under the Ordinance nor shall it be valid, obligatory or enforceable for any purpose until this Bond shall have been authenticated by the Paying Agent. The holder of this Bond, by acceptance hereof, shall be deemed to have assented to all terms and conditions of the Ordinance.

The Bonds are issuable only as registered bonds, without coupons, in the denominations of \$5,000 and any integral multiple thereof.

This Bond may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations, of the same series, maturity and interest rate, upon surrender of this Bond to the Paying Agent, with written instructions for exchange satisfactory to the Paying Agent.

The City and the Paying Agent may deem and treat the registered owner of this Bond as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City and the Paying Agent shall not be affected by any notice to the contrary. This Bond may be transferred by the registered owner hereof upon surrender of this Bond to the Paying Agent, accompanied by a written instrument or instruments in form, with instructions, and with guaranty of signature satisfactory to the Paying Agent, duly executed by the registered owner of this Bond or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of this Bond in the registration books and shall authenticate and deliver at the earliest practicable time in the name of the transferee or transferees a new fully registered bond or bonds of the same series, maturity and interest rate in

an authorized denomination and in the aggregate principal amount which the registered owner is entitled to receive.

The City and the Paying Agent shall not be required to issue or to register the transfer of or exchange any Bonds then considered for redemption during a period beginning at the close of business on the fifteenth (15th) day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the applicable notice of redemption as hereinafter provided.

If less than all Bonds are to be redeemed at one time, the selection of the Bonds to be redeemed shall be made by lot or by such other method as the Paying Agent deems fair and appropriate.

If the Bonds or portions thereof are called for redemption and money for the redemption thereof is held by the Paying Agent on the redemption date, such Bonds or portions thereof to be redeemed shall cease to bear interest, and shall cease to be secured by, and shall not be deemed to be outstanding under, the Ordinance.

Notice of redemption shall be given by mailing a copy of the redemption notice by first class mail, postage prepaid, not more than 60 days and not less than 30 days prior to the date fixed for redemption, to the Holder of each Bond to be redeemed in whole or in part at such Holder's address shown on the registration books for the Bonds maintained by the Paying Agent, as bond registrar. Notice of optional redemption may be conditioned upon the deposit of money sufficient to effect such redemption in the Sinking Fund established under the Ordinance not later than 12:00 noon on the date fixed for redemption and such notice shall be of no effect, and the redemption shall be deemed canceled, unless sufficient money is so deposited.

If this Bond is of a denomination larger than the minimum authorized denomination, a portion of this Bond (in any integral multiple of \$5,000) may be redeemed. In the case of partial redemption of this Bond, payment of the redemption price of the portion of this Bond so called for redemption shall be made only upon surrender of this Bond in exchange for Bonds of authorized denominations in aggregate principal amount equal to the unredeemed portion of the principal amount hereof; Provided, however, that if this Bond is registered in the name of The Depository Trust Company ("DTC") or Cede & Co., as nominee for DTC, or any other nominee of DTC, or any other successor securities depository or its nominee, this Bond need not be surrendered for payment and exchange in the event of a partial redemption hereof and the records of the Paying Agent shall be conclusive as to the amount of this Bond which shall have been redeemed.

All capitalized terms and phrases that are used in this Bond but not defined herein shall have the meanings given thereto in the Ordinance.

It hereby is certified that all acts, conditions and things required to be done, to happen or to be performed as conditions precedent to and in issuance of this Bond or in creation of the debt of which this Bond is evidence have been done, have happened or have been performed in due and regular form and manner, as required by law.

STATEMENT OF INSURANCE

[TO BE SUPPLIED]

(signature page to follow)

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual signature of its Mayor of the City and its official seal to be affixed hereto, duly attested by the manual signature of the City Clerk or Assistant City Clerk of the City.

ATTEST: CITY OF READING, BERKS COUNTY,
PENNSYLVANIA

City Clerk

By: _____
Mayor

(SEAL)

CERTIFICATE OF AUTHENTICATION,
CERTIFICATE AS TO OPINION AND
CERTIFICATE AS TO INSURANCE

It is certified that:

(i) This Bond is one of the Bonds described in the within-mentioned Ordinance;

(ii) The text of the Opinion attached to this Bond is a true and correct copy of the text of an original Opinion issued by Stevens & Lee, Reading, Pennsylvania, dated and delivered on the date of the original delivery of, and payment for, such Bonds, that is on file at our principal corporate trust office, where the same may be inspected; and

(iii) _____ has issued its municipal bond insurance policy, a copy of which policy is on file at our corporate trust office where the same may be inspected.

MANUFACTURERS AND TRADERS TRUST
COMPANY, as Paying Agent

By: _____

Authorized Representative

Date of Registration and Authentication:

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto

_____ (the "Transferee")
Name

Address

Social Security or Federal Employer Identification No. _____ the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ as agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

NOTICE: No transfer will be made in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name(s) appearing upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and date of the trust and the name of the trustee must be supplied.

Signature Guaranteed:

NOTICE:
Signatures(s) must be guaranteed by an institution that is a participant in a signature guarantee program recognized by the Securities Transfer Association.

BILL NO. _____-2009

A N O R D I N A N C E

AMENDING CHAPTER 11 HOUSING OF
THE CITY OF READING CODIFIED ORDINANCES

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Chapter 11 entitled Housing is amended as follows:

§11-105 RENEWAL OF RENTAL REGISTRATION

It shall be the responsibility of the owner of the dwelling unit or rooming unit to request and submit an application for renewal of a Rental Registration. Rental Registrations for 2008 and 2009 will be jointly issued and processed by the City of Reading Property Maintenance Division. The owner of every dwelling unit or rooming unit must renew his/her/their Rental Registration for each such dwelling unit or rooming unit for 2008 and 2009 by ~~September 1, 2009~~ December 1, 2009. An application for renewal of a rental registration for 2008 and 2009 with the requisite fees may be submitted between ~~July 1, 2009 and August 31, 2009~~ October 1, 2009 and November 30, 2009. All renewal applications for 2008 and 2009 received after the first of ~~September, 2009~~ December 2009 shall be subject to revocation of the rental permit and/or doubling of the fee set forth herein. In addition, failure to pay/renew a rental registration by ~~December 1, 2009~~ the first day of business January 2010 will result in submission of the bill and account for a rental registration to collections for recovery. The owner of every dwelling unit or rooming unit must renew his/her/their/its Rental Registration for each such dwelling unit or rooming unit for 2010 by April 1, 2010. An application for renewal of a rental registration for 2010 with the requisite fees may be submitted between February 1, 2010 and March 31, 2010. All renewal applications for 2010 received after the first of April, 2010 shall be subject to revocation of the rental registration and/or doubling of the fee set forth herein. In addition, failure to pay/renew a rental registration by April 1, 2010 will result in submission of the bill and account for a rental registration to collections for recovery. Commencing for renewal of a Rental Registration for 2011 and each year thereafter, the owner of every dwelling unit or rooming unit must renew his/her/their/its Rental Registration for each such dwelling unit or rooming unit for said year by the first business day after the first of January of said year. An application for renewal of a rental

registration for 2011 and each subsequent year with the requisite fees may be submitted between November 1 and December 31 of the applicable year. All renewal applications for 2011 and subsequent years received after the first business day in January of the applicable year shall be subject to revocation of the rental registration and/or doubling of the fee set forth herein. In addition, failure to pay/renew a rental registration by March 1 of the applicable year will result in submission of the bill and account for a rental registration to collections for recovery. To renew a rental registration the owner must complete an application for renewal on the form prepared and provided by the Property Maintenance Division and pay the applicable fee. Except as set forth in this Part, on a not less than 3 nor more than 5 year basis, renewal of a rental registration is not subject to an inspection. An application for renewal of a rental registration may be denied resulting in non-renewal of the registration as set forth herein. Failure of the owner to renew a permit will be considered a surrendering and revocation of the rental-registration and will require vacation of all occupants/tenants of the dwelling unit or rooming. To obtain a rental registration after its surrender and revocation, the owner will have to submit a new initial application and undergo the requirements thereof. Any waiver of such requirements is at the discretion of the Property Maintenance Division Administrator or his/her designee.

SECTION 2: All relevant ordinances, regulations, remaining sections of Chapter 11 Housing – Rental Ordinance and policies of the City of Reading, Pennsylvania not amended hereby shall remain in full force and effect.

SECTION 3: If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4: This Ordinance shall become effective in ten (10) days, in accordance with Charter Section 219.

Enacted _____, 2009

Council President

Attest:

City Clerk

(LAW)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

BILL NO. _____
AN ORDINANCE

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, FEE SCHEDULE, ADMINISTRATIVE FEES, POLICE DEPARTMENT, DIVISION OF CODES FEES.

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1: The Code of Ordinances of the City of Reading, Berks County, Pennsylvania, Fee Schedule, Administrative Fees, Police Department, Division of Codes Fees shall be and is hereby amended and shall hereafter be set forth as shown in Exhibit A attached hereto and made a part here.

SECTION 2: All other items, parts, sections, etc. of the Code of Ordinances of the City of Reading, Berks County, Pennsylvania, which are contrary to the amended chart attached as Exhibit A are hereby repealed; otherwise all other parts, sections, etc. of said Code and Chapter shall remain in effect unchanged and likewise are ratified.

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

Enacted _____, 2009

President of Council

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

EXHIBIT A

Department	Division	Item	Term	Old Fee	Year of Old Increase	New Fee
Police	Codes	Sidewalk Sale	Permit	\$250	2007	\$210
Police	Codes	Sidewalk Café	Permit	\$275	2007	\$210
Police	Codes	Mini Café	Permit	\$25	2007	\$80
Police	Codes	*Single Family/Boarding House	Permit	\$25	2003	\$90
Police	Codes	*Single Family Home	Registration	\$50	2003	\$240
Police	Codes	*Single Family Rental One Unit	Registration	\$50	2003	\$240
Police	Codes	*Single Family Rental Two Unit	Registration	\$100	2003	\$270
Police	Codes	*Single Family Rental Three Unit	Registration	\$150	2003	\$300
Police	Codes	*Single Family Rental Four Unit	Registration	\$200	2003	\$330
Police	Codes	*Single Family Rental Five Unit	Registration	\$250	2003	\$350
Police	Codes	*Single Family Rental Five + Unit	Registration	\$50	2003	\$55
Police	Codes	Schedule Re-inspection – 3 rd Violation	Occurrence	\$100	2007	\$75
Police	Codes	Renewal Without Inspection	Occurrence	\$50	2007	\$50
Police	Codes	Housing Inspection no show	Occurrence	\$50	2007	\$70
Police	Codes	Small Restaurant	Yearly	\$80	2005	\$160
Police	Codes	Large Restaurant	Yearly	\$120	2005	\$165
Police	Codes	Itinerant Restaurant	Yearly	\$15	2005	\$100
Police	Codes	Ancillary Restaurant	Yearly	\$15	2005	\$80
Police	Codes	Small Grocery	Yearly	\$100	1990	\$150
Police	Codes	Large Grocery	Yearly	\$125	1990	\$175
Police	Codes	Supermarket	Yearly	\$200	1990	\$180
Police	Codes	One Item Wholesale LLC	Yearly	\$100	1990	\$335
Police	Codes	Multi Item Wholesale LLC	Yearly	\$175	1990	\$150
Police	Codes	Small Processing License	Yearly	\$80		\$185
Police	Codes	Large Processing License	Yearly	\$175		\$160
Police	Codes	Vending Machine Enclosed	Yearly	\$12	2002	\$45
Police		Vending Machine Public Right of Way	Yearly	\$20	2002	\$40
Police	Codes	Mobile Vending	Yearly	\$100	2002	\$75
Police	Codes	Catering/Commissary License	Yearly	\$45	2002	\$175
Police	Codes	Bakery License	Yearly	\$50	2002	\$160
Police	Codes	Deli License	Yearly	\$80	2002	\$150
Police	Codes	Food Permit Failure	Occurrence	\$0	2002	\$55
Police	Codes	Health Permit Failure	Occurrence	\$0	2005	\$50
Police	Codes	Health Code Violation 1 st	Occurrence	\$10	2005	\$70
Police	Codes	Health Code Violation 2 nd	Occurrence	\$25	2005	\$95
Police	Codes	Health Code Violation No Show	Occurrence	\$50	2005	\$70

*These fees are only charged when an inspection is necessary.

CITY OF READING
COUNTY OF BERKS
COMMONWEALTH OF PENNSYLVANIA

ORDINANCE NO. ____
ENACTED: SEPTEMBER ____, 2009

AN ORDINANCE OF THE COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, SETTING FORTH ITS INTENT TO ISSUE A FEDERALLY-TAXABLE GENERAL OBLIGATION NOTE, SERIES OF 2009 OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF THREE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$3,250,000) PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT, 53 PA. C.S. CHAPTERS 80-82, AS AMENDED AND SUPPLEMENTED (THE "ACT"); FINDING THAT A PRIVATE SALE BY NEGOTIATION IS IN THE BEST FINANCIAL INTERESTS OF THE CITY; DETERMINING THAT SUCH NOTE SHALL EVIDENCE NONELECTORAL DEBT OF THE CITY; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE FUNDS TO FINANCE A PROJECT OF THE CITY WHICH CONSISTS OF, AMONG OTHER THINGS: (1) THE PLANNING, DESIGNING, ACQUIRING AND CONSTRUCTING OF IMPROVEMENTS TO, AND THE ACQUISITION OF CERTAIN EQUIPMENT FOR, BUILDINGS AND FACILITIES ON THE PREMISES OF THE READING MUNICIPAL MEMORIAL STADIUM (THE "STADIUM"); (2) THE PLANNING, DESIGNING, ACQUIRING AND CONSTRUCTING OF ADDITIONAL PARKING AREAS ON THE PREMISES OF THE STADIUM, AND (3) PAYING THE COSTS AND EXPENSES OF ISSUING THE NOTE; SETTING FORTH A REASONABLE ESTIMATE OF THE USEFUL LIVES OF THE PROJECTS TO BE FINANCED; ACCEPTING A COMMITMENT FOR THE PURCHASE OF SUCH NOTE AT PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH NOTE, WHEN ISSUED, SHALL CONSTITUTE A GENERAL OBLIGATION OF THE CITY; FIXING THE FORM, NUMBER, DATE, INTEREST AND MATURITY THEREOF AND PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH NOTE; AUTHORIZING SPECIFIED OFFICERS OF THE CITY TO CONTRACT WITH THE PAYING AGENT FOR ITS SERVICES IN CONNECTION WITH THE NOTE, IF NECESSARY; SETTING FORTH THE SUBSTANTIAL FORM OF THE NOTE EVIDENCING THE DEBT; AUTHORIZING EXECUTION AND ATTESTATION OF SUCH NOTE; PROVIDING COVENANTS RELATED TO DEBT SERVICE APPLICABLE TO SUCH NOTE TO THE EXTENT REQUIRED BY THE ACT AND PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY IN SUPPORT THEREOF; CREATING A SINKING FUND IN CONNECTION WITH SUCH NOTE, TO THE EXTENT REQUIRED BY THE ACT; DESIGNATING THE PAYING AGENT TO BE THE SINKING FUND DEPOSITORY; AUTHORIZING THE EXECUTION OF ONE OR MORE INVESTMENT AGREEMENTS BY SPECIFIED OFFICERS OF THE CITY (IF APPLICABLE) AND THE PURCHASE OF CERTAIN U.S. TREASURY OBLIGATIONS OR ANY OTHER SECURITIES OR INVESTMENTS IN CONNECTION WITH THE PROJECT, IF NECESSARY; AUTHORIZING AND DIRECTING SPECIFIED OFFICERS OF THE

CITY TO DO, TO TAKE AND TO PERFORM CERTAIN SPECIFIED, REQUIRED, NECESSARY OR APPROPRIATE ACTS TO EFFECT THE ISSUANCE OF THE NOTE, INCLUDING, WITHOUT LIMITATION, THE PREPARATION OF A DEBT STATEMENT AND BORROWING BASE CERTIFICATE, AND THE FILING OF SPECIFIED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT, ALL AS REQUIRED BY THE ACT; APPROVING A SELF-LIQUIDATING DEBT REPORT, IF APPLICABLE; DECLARING THAT THE DEBT TO BE EVIDENCED BY SUCH NOTE, TOGETHER WITH ALL OTHER INDEBTEDNESS OF THE CITY, WILL NOT BE IN EXCESS OF ANY APPLICABLE LIMITATION IMPOSED BY THE ACT; AUTHORIZING PROPER OFFICERS OF THE CITY TO DELIVER THE NOTE UPON THE APPROVAL OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INSOFAR AS THE SAME SHALL BE INCONSISTENT HEREWITH.

WHEREAS, the City of Reading, Berks County, Pennsylvania (the “City”), was incorporated under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, it is necessary that the indebtedness of the City be increased for the purposes of providing funds to fund a project which consists of, among other things, (1) the planning, designing, acquiring and constructing of improvements to, and the acquisition of certain equipment for, buildings and facilities on the premises of the Reading Municipal Memorial Stadium (the “Stadium”); (2) the planning, designing, acquiring and constructing of additional parking areas on the premises of the stadium, and (3) paying the costs and expenses of issuing the Note (hereinafter defined) (the “Project”); and

WHEREAS, it is necessary that the indebtedness of the City be increased for the purpose of funding the Project; and

WHEREAS, the proposed increase of debt, together with its nonelectoral indebtedness and its lease rental indebtedness presently outstanding, will not cause the limitations of the City, pursuant to constitutional and statutory authority, to be exceeded; and

WHEREAS, the City received a commitment letter for the financing of the Project (the “Commitment Letter”) from _____, _____ Pennsylvania (the “Purchaser”); and

WHEREAS, the City desires to formally approve the Project, to accept the Commitment Letter and to authorize the incurrence of nonelectoral debt under the Act, and the execution and delivery of the Commitment Letter.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the City of Reading, Berks County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

The aggregate principal amount of the Federally-Taxable General Obligation Note, Series of 2009 (the “Note”) of the City of Reading, Berks County, Pennsylvania, proposed to be issued

shall be \$3,250,000. The Note shall be incurred as nonelectoral debt.

The City hereby approves the Project to be undertaken consisting of, among other things, (1) the planning, designing, acquiring and constructing of improvements to, and the acquisition of certain equipment for, buildings and facilities on the premises of the Reading Municipal Memorial Stadium (the "Stadium"); (2) the planning, designing, acquiring and constructing of additional parking areas on the premises of the stadium, and (3) paying the costs and expenses of issuing the Note.

It is hereby determined and declared that the estimated useful lives of the projects to be financed or refinanced with the proceeds of the Note range from at least 5 years to at least 20 years.

It is hereby certified that an aggregate principal amount of the Note at least equal to the realistic estimated cost of each such capital project shall mature prior to the end of the useful life of such project. Stated installments or maturities of principal of the Note will not be deferred beyond the later of one year after the estimated date for the completion of the construction portion of the Project, if any, or two years from the date of issuance of the Note.

Said indebtedness shall be evidenced by a general obligation note in the aggregate principal amount of \$3,250,000 dated and bearing interest from the earliest date of possible issue of said Note under the statutory time requirements as set forth in the Act. In accordance with the provisions of the Commitment Letter, the Note shall bear interest at the rate per annum as set forth on the form of Note. Interest is payable on the unpaid balance of said Note during its term until paid. The Note shall mature in installments of principal and interest as shown on the attached Schedule hereinafter referred to as "Exhibit A."

[The City reserves the right to anticipate any or all installments of principal or any payment of interest at any time prior to the respective payment dates thereof, without notice or penalty, as more fully provided in the form of Note.]

The principal and interest of said Note shall be payable at the office of the sinking fund depository selected for the Note as hereinafter provided.

The Note is hereby declared to be a general obligation of the City. The City hereby covenants that it shall include the amount of debt service on the Note for each fiscal year in which such sums are payable in its budget for that year; shall appropriate such amounts from its general revenues for the payment of such debt service; and shall duly and punctually pay or cause to be paid from its general revenues the principal of the Note and the interest thereon at the dates and places and in the manner stated in the Note according to the true intent and meaning thereof, and for such proper budgeting, appropriation, and payment, the full faith, credit and taxing power of the City are hereby irrevocably pledged.

The Note, when issued, will be a general obligation of the City.

The form of said Note shall be substantially as shown on the attached Exhibit B.

The Note shall be executed in the name and under the corporate seal of the City by the Mayor and attested to by the City Clerk or Assistant City Clerk of the City. The City Clerk is hereby authorized and directed to deliver said Note to the Purchaser, and receive payment therefor on behalf of the City. The City Clerk or Assistant City Clerk is authorized and directed to prepare, verify and file the debt statement required by Section 8110 of the Act, and to take other necessary action, including, if necessary or desirable, the filing, either before or after the issuance of the

Note, of additional debt statements or any statements required to qualify any portion of the debt from the appropriate debt limit as self-liquidating or subsidized debt.

_____ , Pennsylvania, is hereby designated as the Sinking Fund Depository for the obligation herein authorized, and there is hereby created and established a Sinking Fund, to be known as “City of Reading, Berks County, Pennsylvania, Sinking Fund – Federally-Taxable General Obligation Note, Series of 2009,” for the payment of the principal and interest thereon which shall be deposited into the Sinking Fund no later than the date upon which the same becomes due and payable. The City shall deposit into the Sinking Fund, which shall be maintained until such obligation is paid in full, sufficient amounts for payment and interest on the obligation no later than the date upon which such payments shall become due. The Sinking Fund Depository shall, as and when said payments are due, without further action by the City withdraw available monies in the Sinking Fund and apply said monies to payment of the principal of and interest on the obligation.

The City is hereby authorized to contract with _____ for its services as Sinking Fund Depository for the Note and Paying Agent for the same (the “Paying Agent”).

In compliance with Section 8161 of the Act, Council has determined that a private sale by negotiation, rather than public sale, is in the best financial interest of the City. The Commitment Letter is hereby accepted and the Note is hereby awarded and sold to the Purchaser in accordance with its commitment to purchase the said Note at par; provided the Note is dated the date of delivery thereof to the Purchaser and is in substantially the form set forth in Exhibit B to this Ordinance with such changes as may be approved by the officers of the City executing such Note; and further provided that the proceedings have been approved by the Department of Community and Economic Development if such approval is required under the provisions of the Act. A copy of said Commitment Letter shall be attached hereto as Exhibit C and lodged with the official minutes of this meeting and is hereby incorporated herein by reference.

If necessary, the City hereby approves the execution of one or more investment agreements, the purchase of certain U.S. Treasury obligations or any other securities or investments (the “Investments”) for investment of the proceeds of the Note in connection with the Project. The City hereby authorizes and directs the Mayor to execute and the City Clerk or Assistant City Clerk of the City to attest any investment agreement on behalf of the City, in the form approved by the Solicitor and Bond Counsel of the City. The Investments shall be limited to those authorized under law for proceeds of the Note.

The action of the proper officers and the advertising of a summary of this Ordinance as required by law in a newspaper of general circulation in the City, is ratified and confirmed. The advertisement of enactment in said newspaper is hereby directed within fifteen (15) days following the day of final enactment.

The proper officers of the City are hereby authorized to execute and deliver such other documents, including and to take such other action as may be necessary or proper to effect the completion of the financing or the intent and purposes of this Ordinance.

In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the City that the remainder of this Ordinance shall remain in full force and effect.

All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

This Ordinance shall be effective in accordance with Section 8003 of the Act.

ORDAINED AND ENACTED THIS ____ DAY OF SEPTEMBER, 2009.

Attest:

CITY OF READING
Berks County, Pennsylvania

By: _____
Linda A. Kelleher CMC, City Clerk
Council

Vaughn D. Spencer, President of

(SEAL)

EXHIBIT A

Amortization Schedule
Series of 2009 Note

EXHIBIT B

Form of Note

**UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BERKS
CITY OF READING**

**FEDERALLY-TAXABLE
GENERAL OBLIGATION NOTE
SERIES OF 2009**

\$3,250,000

Dated: _____, _____,

2009

The CITY OF READING, COUNTY OF BERKS, COMMONWEALTH OF PENNSYLVANIA (the "City"), a local government unit existing by and under the laws of said Commonwealth, for value received, hereby acknowledges itself indebted and promises to pay to _____ (the "Purchaser"), or registered assigns, the sum of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) or such lesser particular sum as shall represent the unpaid balance of such principal sum, on the terms and conditions set forth below.

Interest shall be due and payable on this Note at a fixed rate equal to ____ percent (____%) per annum.

Principal of this Note shall be due and payable annually on November 15 of each year, commencing [**November 15, 2010**], in the amounts set forth on Exhibit "A" attached hereto and made a part hereof. On [**November 15, 2029**], all principal, accrued, unpaid interest and other amounts evidenced by this Note shall be due and payable in full, without notice or demand.

If the due date for payment of interest on or principal of this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or executive order to remain closed, then payment of such interest, principal or redemption price need not be made on such date, but may be made on the next succeeding day which is not a Saturday, Sunday, legal holiday or a day upon which banking institutions in the Commonwealth are authorized by law or executive order to remain closed with the same force and effect as if made on the due date for payment of principal or interest and no interest shall accrue thereon for any period after such due date.

[The City has the option to anticipate any installment of principal or any payment of interest at any time prior to the respective payment dates thereof, without notice or penalty.]

Both principal and interest are payable in such coin or currency as on the respective date of payment thereof and shall be legal tender for the payment of public and private

debts, at the office of _____, the paying agent, located at _____, Pennsylvania.

This Federally-Taxable General Obligation Note, Series of 2009 (the "Note") is issued under and pursuant to provisions of the Ordinance enacted by the Council of the City on September ____, 2009 (the "Ordinance"). This Note is authorized to be issued under the Local Government Unit Debt Act of the Commonwealth, as reenacted and amended (the "Act"), without the assent of electors, and pursuant to the Ordinance. This Note shall be issued in the principal amount of \$3,250,000 and is subject and entitled to the benefit of provisions of the Ordinance. The terms and provisions of the Ordinance are hereby incorporated by reference as if set forth fully herein.

The City has covenanted in the Ordinance, to and with the registered owner(s) hereof, that it (i) shall include the amount of the debt service for this Note, for each fiscal year of the City in which such amounts are payable, in its budget for that fiscal year, (ii) that it shall appropriate such amounts from its general revenues for the payment of such debt service in each such fiscal year, and (iii) that it shall duly and punctually pay or cause to be paid from the sinking fund established under the Ordinance or any other of its revenues or funds the principal amount of this Note and the interest due thereon at the dates and places and in the manner stated therein, according to the true intent and meaning thereof and for such budgeting, appropriation and payment the City has pledged, irrevocably, its full-faith, credit and taxing power.

STRAIGHT LINE OF CREDIT PROVISIONS: This Note evidences a straight line of credit. Once the total amount of principal has been advanced, the City is not entitled to further loan advances. Advances under this Note may be requested either orally or in writing by an authorized individual of the City. The Purchaser may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to the Purchaser are to be directed to the Purchaser's office shown above. The following party or parties are authorized to request advances under the line of credit until the Purchaser receives from the City written notice of revocation of their authority: Ryan Hottenstein, Managing Director of the City of Reading or Carl Geffken, Finance Director of the City of Reading. The City agrees to be liable for sums either: (a) advanced in accordance with the instructions of an authorized person or (b) credited to any of the City's accounts with the Purchaser. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by the Purchaser's internal records, including daily computer print-outs.

The Note does not pledge the credit or taxing power of the Commonwealth; nor shall this Note be deemed an obligation of the Commonwealth; nor shall the Commonwealth be liable for payment of the principal of or interest on this Note.

The Purchaser shall have the right to exercise the remedies set forth in the Act. Any failure by the Purchaser to exercise any right or privilege hereunder shall not be construed as a waiver of the right or privilege to exercise such right or privilege, or to exercise any other right or privilege, at any other time, and from time to time, thereafter.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or on the Ordinance, against any member, officer or

employee, past, present, or future, of the City or of any successor body, as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the issuance of the Note.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth for the City to issue and deliver this Note has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth to exist, to have happened or to have been performed, precedent to or in connection with the issuance of this Note or in the creation of the debt of which this Note is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Note, together with all other indebtedness of the City are within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth; that the City has established with the Paying Agent, as sinking fund depository, a sinking fund for this Note and shall deposit therein amounts sufficient to pay the principal of and interest on this Note as the same shall become due and payable; and that for the prompt and full payment of all obligations of this Note, the full faith, credit and taxing power of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City of Reading, Berks County, Pennsylvania, has caused this Note to be properly executed by its Mayor and its corporate seal to be hereto affixed, attested to by its City Clerk of the City as of the ____ day of _____, 2009.

CITY OF READING
Berks County, Pennsylvania

By: _____
Mayor

Attest: _____
City Clerk

(SEAL)

REGISTRATION FORM

This Note can be validly negotiated only upon proper execution of the form set forth below, and upon notation of the same upon the books of _____, _____ Pennsylvania, as Paying Agent and Registrar for this Note, maintained for such purpose. The City and the Registrar shall treat the registered owner of this Note, as noted on this Note and on said books, as the absolute owner hereof, and shall not be affected by any changed circumstances, nor by any notice to the contrary.

Original Registered Owner: _____

<u>Date</u>	<u>Transferor</u>	<u>Subsequent Purchaser</u>	<u>Registrar</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

For value received, the last-named Transferor, by its due execution above, hereby, on the above-stated date, sells, transfers and negotiates this Note to the last-named subsequent purchaser, warranting that this transfer is effective and rightful; that, this Note is genuine and has not been materially altered; and that it has no knowledge of any fact which might impair the validity of this Note, and further irrevocably authorizes and directs _____, _____ Pennsylvania, as Registrar, to make this transfer on its books maintained for such purposes.

_____, _____ Pennsylvania, as Registrar, by its due execution above, on the above-stated date, acknowledges the transfer of this Note to the subsequent purchaser, who shall now be recognized as registered owner, and has noted such transfer on its books.

ASSIGNMENT

FOR VALUE RECEIVED, _____
hereby sells, assigns and transfers unto

_____ (the "Transferee")
Name

Address

Social Security or Federal
Employer Identification No.

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

NOTICE: No transfer will be issued in the name of the Transferee unless the signature(s) to this assignment correspond(s) with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied. If the Transferee is a trust, the names and Social Security or Federal Employer Identification Numbers of the settlor and beneficiaries of the trust, the Federal Employer Identification Number and date of the trust, and the name of the trustee should be supplied.

EXHIBIT C

Commitment Letter



AGENDA MEMO MANAGING DIRECTOR

TO: President Spencer and the City Council
FROM: Ryan P. Hottenstein, Managing Director
MEETING DATE: August 24, 2009
AGENDA MEMO DATE: August 19, 2009

RECOMMENDED ACTION: Approve the Business Analyst position within the Finance Department.

BACKGROUND:

One of the Blue Ribbon Panel's recommendations is for the City to hire a Business Analyst. The Business Analyst will identify opportunities for improvement with the City's business processes and systems. The Business Analyst will be responsible for re-engineering inefficient process and work flows. The Business Analyst will facilitate cross group collaboration and develop procedures for communication of changes. The Business Analyst will produce tangible plans to aid in the translation of business objectives into functional requirements and solution design. The Business Analyst will measure performance against process requirements and align improvement projects. The Business Analyst will identify the risks, timeframe and the cost of re-engineering. Additionally, this position supports the implementation of new functionality based upon business needs and provides project management/administration to these special projects. The Business Analyst will report to the Managing Director.

BUDGETARY IMPACT: \$70,000 - Sufficient funds are available in the City's general fund.

PREVIOUS ACTION: None

SUBSEQUENT ACTION: None

RECOMMENDED BY: Mayor and Managing Director

RECOMMENDED MOTION: Approve the Business Analyst position.

BILL NO. _____-2009
AN ORDINANCE

AN ORDINANCE AMENDING THE FULL-TIME EMPLOYEE POSITIONS FOR THE CITY OF READING FOR THE FISCAL YEAR 2009.

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, 2009, and ending December 31, 2009, shall be as set forth in Exhibit A attached hereto and made a part hereof.

SECTION 2. Amending the Finance to add one (1) Business Analyst position.

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

Enacted _____, 2009

President of Council

Attest:

Linda Kelleher, City Clerk

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 2009 Operating Budget**

<i>Division</i>	<i>Position Title</i>	<i>2009 # of Employees</i>
Mayor		
	Administrative Assistant To The Mayor	1
	Executive Assistant To The Mayor	1
	Mayor	1
		3
Managing Director		
	Managing Director	1
	Executive Secretary/ Admin Aide	1
		2
Call Center		
	Call Center Manager	1
	Customer Service Representatives	3
		4
Neighborhood Development		
	Neighborhood Development Manager	0
		0
Human Relations Commission		
	HRC Executive Director	1
	HRC Investigators	2
	Secretary	1
		4
City Auditor		
	City Auditor	1
	Auditing Coordinator	1
		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
Finance Director		
	Confidential Secretary	1
		1
	Business Analyst	
	Finance Director	1
	Grant Writer	1
	Floater - Finance	1
		<hr/>
		5
Purchasing		
	Purchasing Coordinator	1
		<hr/>
		1
Accounting		
	Accounting & Treasury Manager	1
	Accountant	1
	Pension Administrator	1
	Revenue Accountant	1
	Accounting Clerk	1
		<hr/>
		5
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 I	2
	Tax Clerk II	3
	Clerk Typist II	1
		<hr/>
		14
Information Technology		
	GIS Analyst - Sewer	0

	GIS Coordinator	1
	Application Specialist	1
	Network Analyst	1
	Developer	1
	Web Developer	1
	System Support Analyst	1
	IT Manager	1
	Lead Developer	1
		<hr/>
		8
HR-Personnel/Pension		
	Payroll Clerk	1
	HR Floater	1
	Light Duty Position	1
	Diversity and Information Officer	1
	Human Resources Director	1
	Human Resources Supervisor	1
	Human Resources Coordinator	0
	Human Resources Coordinator - Pension	0
	Human Resources Coordinator - Benefits	1
		<hr/>
		7
Mailroom		
	Mailroom Clerk	1
		<hr/>
		1
Solicitor		
	Solicitor	1
	Confidential Secretary	1
	Executive Secretary/ Admin	
	Aide/Paralegal	1
	Legal Specialist	2
		<hr/>
		5
Public Works		
	Confidential Secretary	1
	Public Works Director	1
		<hr/>
		2
Garage		
	Maintenance Mechanic	7
	Maintenance Worker I/Parts Person	1
	Secretary	1
	Small Engine Repairperson	1
	Foreman	1
		<hr/>

		11
Engineering		
	Traffic Planner	1
	Engineering Aide IV	1
	Engineering Aide III	1
	Secretary	1
		<hr/> 4
Traffic Engineering		
	Equipment Operator II	1
	Traffic Engineering Technician	1
	Maintenance Worker I/Signmaker	1
	Equipment Operator I	1
		<hr/> 4
Highways		
	Equipment Operator II	14
	Secretary	0
	Foreman	1
	Operations Division Manager	0
		<hr/> 15
Parks		
	Custodian II	1
	Equipment Operator II	2
	Equipment Operator III	3
	Foreman	2
	Maintenance Worker I	2
	Maintenance Worker II	2
	Maintenance Worker III	3
	Operations Division Manager	1
	Secretary	1
		<hr/> 17
Recreation		
	Superintendent of Recreation	1
	Custodian III	0
	Secretary	0
	Recreation Supervisor	2
		<hr/> 3
Public Property		
	Foreman	2
	Tradesman	5
		<hr/> 7

Police - Criminal Investigations

Captain 3-3	1
Criminal Investigator	26
Lieutenant	1
Police Officer	4
Police Officer/FTO	0
Court Liason	0
Sergeant	7
	<hr/>
	39

Police - Special Services

Lead Clerk/Trainer	1
Police Officer	1
Police Officer/FTO	1
Telecommunicator Supervisor	1
Telecommunicator I	1
Telecommunicator II	13
Records Clerk	5
Records Operations Supervisor	1
TAC Officer	1
Lieutenant	2
Secretary - Police Academy	1
Sergeant	3
CCTV System Monitor	1
Shift Supervisor	1
	<hr/>
	33

Police - Patrol

Captain	2
Clerk Typist I	1
Lieutenant	4
Police Officer	127
Police Officer/FTO	6
Sergeant	18
	<hr/>
	158

Police - Patrol PMI

PMI Administrator	1
Chief Clerk	1
PMI Supervisor	3
Health and Safety Clerks	3
Health and Safety Inspectors	0
Health Inspector II	0

	Property Maintenance Inspector	15
		<hr/> 23
Police - Administration		
	Chief of Police	1
	Deputy Chief of Police	1
	Confidential Secretary	1
	Lieutenant	1
	Sergeant	1
	Inspector	1
		<hr/> 6
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	2
	Fire Marshal	1
	Lt Fire Training Officer	1
		<hr/> 4
Fire Suppression		
	Second Deputy Chief	4
	Firefighter IV	87
	Firefighter III	10
	Firefighter II	0
	Firefighter I	11
	LT Fire Suppression Officer	4
		<hr/> 116
Fire EMS		
	Deputy Chief/EMS Mgr	1
	EMS Lieutenant	4
	Paramedic	20
	Transport Coordinator	1
	Wheelchair Van Driver	3
		<hr/> 29
CD Planning		
	Planner I	0
	Planner III	1
		<hr/> 1

CD - Zoning		
	Zoning Technician	1
	Zoning Officer	1
	Zoning Inspector	1
		<hr/>
		3
CD - Trades		
	Secretary	1
	Plumbing Inspector	1
	Building Inspector	1
	Electrical Inspector	1
	HVAC Inspector	1
		<hr/>
		5
CD - Administration		
	CD Specialist II	1
	Property Improvement Division Manager	1
	Codes Administrator	0
	Zoning Administrator	1
	Zoning Deputy Administrator	0
	Building Official	1
		<hr/>
		4
CD - HUD		
	CD Specialist II	0
	CD Specialist III	1
	CD/Hist Preserv Specialist	1
	Community Development Director	1
	Confidential Secretary	1
	Fiscal Officer	1
	Rehab Specialist	1
		<hr/>
		6
Library Administration		
	Director of Libraries	1
	Assistant Director of Libraries	2
		<hr/>
		3
Library - Circulation		
	Librarian I	1
	Librarian II	1
	Librarian III	1
	Library Technician II	3
	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

Librarian II	0
Library Technician II	0
Library Technician III	1
	<hr/>
	1

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
Maintenance Worker II	6
Superintendent	1
	<hr/>
	11

Water Purification

Centrifuge Oper. I.	1
Chemist	0
Lab Technician	1
Chief Operator	1
Clerk Typist II	1
Foreman	1
Lab Supervisor/Bact.	1
Maintenance Worker II	5
Tradesman	1
Water Plant Oper. I	0
Water Plant Oper. II	4
	<hr/>

		16
Water Distribution		
	Equipment Operator II	3
	Field Investigator	3
	Foreman	3
	Foreman - Meter	1
	Foreman - Mechanic	0
	Foreman - Crew	1
	Foreman - Main Crew	2
	Foreman - Service Crew	2
	Maintenance Mechanic II	1
	Maintenance Worker II	9
	Maintenance Worker III	5
	Superindent	1
		31
Self - Insurance		
	Risk and Safety Coordinator	1
	OCIP Coordinator	1
		2
Sanitary Sewers		
	System Superintendent	1
	Foreman	2
	Equip Op II	15
	Maint Worker III	1
	Engineer Aide IV	0
	Engineer Aide III	1
		20
WWTP		
	Maint Supv	1
	Belt Press Op I	3
	Cert Oper/Shift Sup	6
	Chemist	0
	Operations Supv	1
	Elec/Elect Field Eng	1
	Elec/Inst Tech	1
	Utilities Div Manager/Environ	1
	Utility Engineer	1
	Utility Clerk Typist	1
	Env Prog Coord	1
	Equip Op II	1

Lab Supv	1
Lab Tech	5
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/>
	54

Recycling

Chief Clerk	0
Solid Waste Supervisor	1
Clerk Typist II	1
Solid Waste	
Coordinator/Environmentalist	1
	<hr/>
	3

Number of Full Time Employees

738

BILL NO._____

AN ORDINANCE

AN ORDINANCE ESTABLISHING A PUBLIC ARTS COMMISSION IN THE CITY OF READING RECOGNIZING THE CULTURAL AND ECONOMIC VALUE OF PUBLIC ART TO THE CITY OF READING, PROVIDING FOR THE APPOINTMENT OF MEMBERS OF THE PUBLIC ARTS COMMISSION, ESTABLISHING PROCESSES FOR THE SOLICITATION, REVIEW AND AWARD OF CONTRACTS FOR THE PRODUCTION OF PUBLIC ART, ESTABLISHING A FUNDING MECHANISM TO SUPPORT THE CREATION AND MAINTENANCE OF PUBLIC ART, ENCOURAGING PUBLIC INPUT TO THE SELECTION AND PLACEMENT OF PUBLIC ART IN READING, PROVIDING ENCOURAGEMENT FOR INCLUSION OF PUBLIC ART IN THE DESIGN AND CONSTRUCTION OF MAJOR PROJECTS UNDERTAKEN IN THE CITY OF READING.

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Amending the City of Reading Codified Ordinances by adding new language to Chapter 1 – Administration -.Part 5, as attached, relating to the establishment, operation, funding and maintenance of public art in the city of Reading. Portuguese

SECTION 2. All relevant ordinances, regulations and policies of the City of Reading, PA, not governed by the Code shall remain in full force and effect if not repealed by enacted legislation.

SECTION 3. If any section, subsection, sentence, or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 4. This Ordinance shall become effective in ten (10) days in accordance with Charter Section 219.

Enacted_____, 2009

President of Council

Attest:

City Clerk

CHAPTER 1

PUBLIC ARTS COMMISSION

- § 1-599.61 Purpose
- § 1-599.62 Definitions
- § 1-599.63 Public Arts Fund
- § 1-599.64 Appropriation of Funds
- § 1-599.65 Commercial Construction Participation
- § 1-599.66 Ownership and Maintenance
- § 1-599.67 Public Arts Commission
- § 1-599.68 Organization, Conduct of Meetings and Legal Counsel
- § 1-599.69 Purpose, Functions and Responsibilities

§ 11-599.61 PURPOSE OF ORDINANCE

1. The intent of this ordinance is to establish a policy for the city in order to enhance its aesthetic environment, to encourage private developers/owners of commercial/industrial properties to commission a piece of art for each new development or structure or, in lieu thereof, to donate monies to the city for Public Art.

2. The private developers/owners should be inspired to invest time, effort and money into the art displayed on their sites, recognizing that the art not only will become integral, lasting components of the cityscape but will be of intrinsic value to their developments.

3. Further, the city of Reading, desiring to expand public experience and exposure to culture through various art forms and to enhance the appearance of public facilities and improve the environment of the city on behalf of its citizens, intends to provide for the incorporation of visual art in the design and construction of public facilities within the city.

4. The City accepts a responsibility for expanding public experience with visual art. Such art has enabled people in all societies better to understand their communities and individual lives. As such and in recognition of the need for public art, artists capable of creating art for public places must be encouraged and Reading's standing as a leader in public art enhanced.

5. People want to live in cities that have a strong, active public arts culture including music, theater, literature, visual arts and related events. These cultural activities will provide the entertainment and educational opportunities that attract visitors and contribute to the healthy development of the city.

6. A policy is therefore established to direct the inclusion of works of art in the City by forming a Public Arts Commission.

§ 11-599.62 DEFINITIONS

Commission means the City of Reading Public Arts Commission.

Commercial/Industrial Structure Commercial/Industrial structure means any building or structure, all or part of which is to be used as a professional or commercial office, bank, manufacturing plant, factory, assembly plant, processing plant, mill, warehouse, shopping mall, store, shop, market, hotel or storage building which is not connected to or incorporated in other structures.

Construction costs means the total value of the construction of, or reconstruction work on, commercial/industrial structures as determined by the chief building inspector in issuing a building permit for the construction or reconstruction. Relative to a municipal construction project, construction costs shall include architectural and engineering fees, site work and contingency allowances. It does not include land acquisition or subsequent changes to the construction contract. All construction costs shall be calculated as of the date the contract is executed.

Municipal construction project means any project to be paid for wholly or in part by the city or any of its related authorities, regardless of the source of the monies, to construct, remodel or reconstruct any public buildings, decorative or commemorative structures, parking facilities and parks, or any portion of any of such buildings, structures, facilities or parks, belonging to the city within its geographical boundaries.

Reconstruction means alterations or repairs made to a commercial or municipal structure within any twelve-month period, which alterations or repairs exceed fifty (50) percent of the value of the existing structure, so that such structure is required to conform to the requirements for new buildings.

Works of art or artworks means tangible creations by artists exhibiting a high quality of skill and aesthetic principles, including but not limited to paintings, sculptures, stained glass, statues, bas reliefs, engravings, carvings, frescoes, mobiles, murals, collages, mosaics, tapestries, photographs, drawings, monuments, fountains and functional art such as public benches, illumination or digital art, or other such art which is accessible for the use of the public.

§ 1-599.63 PUBLIC ARTS FUND

There is hereby created a Public Art fund which shall be a separate account set up by the city to receive monies appropriated for the Public Arts Commission and shall consist of the following:

1. One (1) percent of the construction cost of a municipal building project as bid, contracted and accepted by the city. Unexpended monies in this fund may be used

for works of art at existing public properties and facilities as deemed appropriate by the Public Arts Commission as established in this chapter.

2. One (1) percent of the construction cost of a commercial/industrial structure developed by a private entity. Private developers will participate in the selection of public art which may enhance the private development project. Unexpended monies in this fund may be used for works of art at existing public properties and facilities as deemed appropriate by the Public Arts Commission as established in this chapter.

3. All funds donated to the city by private developers/owners or by others.

4. Other funds allocated by the City through the budgetary process.

5. The Public Art fund shall be used solely for the selection, commissioning, acquisition, installation, maintenance, administration and insurance of the works of art or in relation thereto; and such funds shall be administered by the Public Arts Commission.

6. The Public Art fund shall be structured as a not-for-profit fund for which charitable donations can be accepted either by commercial/industrial developers who choose to contribute their one percent for art to the Public Art Commission; or by any member of the general public, foundation or private entity who chooses to support the work of the Public Arts Commission.

§ 1-599.64 APPROPRIATION OF FUNDS

1. All appropriations for municipal and commercial/industrial construction projects shall include an amount of not less than one (1) percent of the construction cost , in the case of a municipal building project as bid, contracted and accepted by the city; and in the case of a commercial/industrial based on the amount as determined by the building fee process and rate as currently in place.

2. The Public Arts Commission shall recommend to the mayor the amount of monies to be allocated for selection, commissioning, acquisition and installation of individual works of art to be incorporated as a part of the municipal construction project for which the monies were appropriated, or in the case of commercial/industrial projects, for arts project incorporated into the design of the facility or surrounding area.

3. Monies appropriated pursuant to this section as part of one (1) such project but not spent in connection with the project may be utilized to supplement other appropriations for the acquisition of works of art or to place works of art in, on or near other publicly owned facilities.

§ 1-599.65 COMMERCIAL CONSTRUCTION PARTICIPATION.

1. Any private developer/owner who applies to the city for building permits to construct or reconstruct a commercial or industrial structure shall be required to commit one (1) percent of construction or reconstruction costs up to but not limited to the sum of two hundred thousand dollars (\$200,000.00) to the provision of public art in conjunction with such commercial or industrial structure.

2. If the private developer/owner constructing or reconstructing a commercial or industrial structure does not wish to have public art in conjunction therewith, he may donate to the city an amount equal to the percentage of the construction cost of the commercial structure as a charitable donation to the Public Arts Fund.

3. Each building permit issued by the city to any such private developer/owner will include data relative to the private developer/owner participating in the Public Art program in the city.

4. Any building permit for construction or reconstruction of a commercial or industrial structure shall be reported to the Public Art Commission.

§ 1-599.66 OWNERSHIP AND MAINTENANCE

1. Ownership of all works of art acquired by the city shall be vested in the city which shall obtain title to each work of art.

2. Artists, as a part of any contractual agreement with the city for the provision of a work of art, shall be required to submit to the Public Arts Commission "Maintenance and Inventory Sheet," including annual cost projections, which details the maintenance and ongoing care of the artwork.

3. The Public Arts Commission shall determine the amount of funds to be allocated for the annual maintenance of public art and may contract with any entity, public or private, using the existing bidding process as established by the city.

§ 1-599.67 PUBLIC ARTS COMMISSION

1. The Public Arts Commission shall be composed of seven (7) members who shall be appointed by the mayor. City residents shall receive priority

consideration for the Commission. Each member of the Commission shall be appointed for a term of four (4) years, and no member shall serve for more than two (2) terms. Whenever a vacancy shall occur, a successor shall be appointed in like manner to serve for the remainder of such term. Any member who consistently fails to attend meetings without good cause shown or without prior approval of the chairman of the Commission shall be automatically removed; and the vacancy shall be filled as herein prescribed. The Commission shall be composed of the following members:

2. One (1) city council member;
3. One (1) Goggle Works member, or designee;
4. One (1) landscape architect, architect, urban planner, or related design professional;
5. One (1) active professional artist, and;
6. Three (3) private citizens, knowledgeable in the field of Public Art, education or community affairs.
7. Serving as ex officio members shall be the Executive Director of the Goggle Works and the Executive Director of the Reading Public Museum

§ 1-599.68 ORGANIZATION, CONDUCT OF MEETINGS AND LEGAL COUNSEL

1. Organization. The presence of four (4) or more members of the Public Arts Commission shall constitute a quorum.
2. Conduct of meetings. The Public Arts Commission shall adopt rules for governing the conduct of its meetings in accordance with the provisions of this chapter, and specifically:
 3. The officials of the Commission shall be a chairman, a vice-chairman and a secretary who have been elected by the Commission. The only limitation on the number of terms of office to which these officials may be elected is the limitation of the number of terms each member of the Commission may serve.
 4. The chairman of the Commission may call meetings of the Commission. Meetings may also be called by written notice signed by at least three (3) members of the Commission.
 5. The Commission shall convene no less frequently than once every month, unless deemed unnecessary by the chairman with concurrence, either written, in person, or telephonic, of a majority of the members of the Commission. The Commission may meet more often, should the demand necessitate.

6. The Commission may, at any meeting, set a future meeting date.
7. Minutes shall be kept of all meetings, including the vote of each member upon each action by the Commission.
8. The city shall furnish administrative support and office space for the purpose of assisting in the implementation of recommendations and advice of the Commission, including the employment of an administrator and other staff members, as required.
9. Any policy decision requiring approval by the Commission shall be by motion and approved by a majority of those members present and voting, except that at least four (4) members must vote for the action to be official.
10. Legal counsel. The legal department shall provide legal counsel as may be reasonably required by the Commission for the performance of its functions.

Sec. 1-599.69 PURPOSE, FUNCTION AND RESPONSIBILITIES

The purpose, functions and responsibilities of the Public Art committee are as follows:

1. The committee shall prepare implementation guidelines, selection procedures and organizational policies to facilitate this chapter, subject to the approval of the mayor.
2. The committee shall be responsible for program planning; designating sites; determining project scope and budget; overseeing the artist selection process; commissioning artworks; reviewing design, execution and placement of artworks; and overseeing maintenance of the artworks and the process for removal of artworks from the city's Public Art collection.
3. The committee, acting on behalf of the mayor, shall invite professionals in the visual arts and design fields to serve in the artist selection process in order to ensure works of highest quality, or to assist in the determination or artistic merit of works of art offered to the city as donation or for purchase. The committee shall also ensure appropriate community participation in this process and public education activities as part of the Public Art projects.
4. The committee shall coordinate, investigate, review and recommend to the mayor other means by which artworks may be obtained, including donations to the Public Art fund, gifts of artwork, and grant applications for Public Art projects.
5. The committee shall act as liaison with private developers to encourage and facilitate private contributions and private art installations within corporate construction and reconstruction projects.

6. The committee shall encourage Public Art throughout the city and shall educate and stimulate the participation of all citizens in a joint public and private effort to promote art in public places.

7. Prior to the selection and commissioning of artists, reviewing of design and the recommendation of the acceptance of works of art relative to municipal construction projects, the committee shall submit the action proposed to be taken to the mayor for approval.

8. The committee shall record, over the chairman of the committee's signature, its recommendations on each matter considered.

9. The committee shall adopt rules and regulations, including the creation of subcommittees, to implement this chapter.

BILL NO. _____ 2009

AN ORDINANCE

AN ORDINANCE DIRECTING THE BERKS COUNTY BOARD OF ELECTIONS TO PLACE A REFERENDUM QUESTION BEFORE CITY VOTERS ON THE 2010 PRIMARY BALLOT WHICH WOULD AMEND THE CITY OF READING HOME RULE CHARTER BY ELIMINATING THE DEPARTMENTS OF HUMAN RESOURCES AND FINANCE AND CREATING THE DEPARTMENT OF ADMINISTRATIVE SERVICES.

WHEREAS, Section 607 of the Home Rule Charter provides for the Department of Finance and a Director of Finance; and

WHEREAS, Section 705 of the Home Rule Charter provides for the Department of Human Resources and the Director of Human Resources; and

WHEREAS, the general fiscal condition of the City requires strict cost containment, which requires the careful consolidation of comparable services and management functions; and

WHEREAS, other municipalities in Pennsylvania function efficiently and effectively with the functions of human resources and financial administration centralized in one department; and

WHEREAS, the City of Reading Home Rule Charter requires that there be a Department of Finance and a Department of Human Resources and that any change to this structure will require an amendment to the Charter.

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

SECTION 1. Directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2010 primary ballot:

Creation of the Department of Administrative Services

Shall the City of Reading Home Rule Charter Article VI Administration, Section 607. Department of Finance and Article VII Personnel System, Section 705. Department of Human Resources be amended as follows:

“Section 705. Department of Human Resources is hereby eliminated and all section numbers within Article VII Personnel System are renumbered

appropriately. Section 607. Department of Finance is hereby renamed Department of Administrative Services” and shall read as follows: “There shall be a Department of Administrative Services, which is established for the purpose of consolidating the functions of the Human Resources and Finance Departments. A Director of Administrative Services shall be appointed by the Mayor with the confirmation of Council. The function, responsibilities, skills, reporting relationships and knowledge requirements shall be set by Administrative Code. ”

SECTION 2. This ordinance shall become effective ten (10) days after its adoption, in accordance with Section 221 of the City of Reading Home Rule Charter.

Enacted _____, 2009

President of Council

Attest:

City Clerk



CITY OF READING,
PENNSYLVANIA

MEMORANDUM

TO: Linda Kelleher, City Clerk
Michelle Katzenmoyer, Deputy City Clerk
FROM: Marty Mayes, Community Development Director
DATE: July 20, 2009
SUBJECT: Passage of a resolution authorizing the Mayor to execute a
2009 Action Plan amendment.

Community Development is asking City Council to approve the amendment at the **August 24, 2009** City Council meeting.

BACKGROUND: The Centre Park Historic District Artifacts Bank has requested \$24,500 in CDBG funding for building improvements.

BUDGETARY IMPACT: None.

PREVIOUS ACTION: None

SUBSEQUENT ACTION: None.

RECOMMENDED BY: Mayor and Managing Director.

RECOMMENDED MOTION:

To amend the FFY2009 one year Action and the FFY2009 to FFY2013 five year Consolidated Plans by:

- Reducing the current CDBG funding level from \$100,000 to \$75,500 for the Olivet's / P.A.L. Building Façade Improvement Project 325 Walnut St.
- Allocating \$24,500 in CDBG funding for building improvements to the Centre Park Historic District Artifacts Bank 705-707 N. 5th St.

Cc: Neil Nemeth
Brenda Skimski
Amy Johnson



RESOLUTION NO. _____

**RESOLUTION OF THE COUNCIL OF THE CITY OF READING
AUTHORIZING THE MAYOR TO EXECUTE A
FFY2009 ONE YEAR ACTION PLAN
AND FFY2009 TO FFY2013 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 FFY2009 to FFY2013 five year Consolidated Plan (35th to 39th CD years January 1, 2009 to December 31, 2013) and the FFY2009 one year Action Plan (35th CD year January 1, 2009 to December 31, 2009) have been prepared meeting HUD’s requirements and providing guidance for addressing the housing and community development needs of the City;

WHEREAS, \$24,500 will be made available in CDBG funds to program for eligible and fundable activities.

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

The FFY2009 one year Action and FFY2009 to FFY2013 five year Consolidated Plans are amended by:

- **Reducing the CDBG funding from \$100,000 to \$75,500 for the Olivet’s / P.A.L. Building Façade Improvement Project 325 Walnut St.**
- **Allocating \$24,500 in CDBG funding for building improvements to the Centre Park Historic District Artifacts Bank 705-707 N. 5th St. Each neighborhood group using the building’s meeting room will have a service area of at least 51% low / moderate income persons. The activity’s eligibility / fundability is low mod area 24CFR570.208(a)(1) / public facilities and improvements 24CFR570.201(c).**

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

PASSED COUNCIL _____, 2009

PRESIDENT OF COUNCIL

ATTEST:

CITY CLERK

RESOLUTION NO. _____

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

That George Viener is appointed to the Redevelopment Authority with a term ending December 31, 2014.

Adopted by Council _____, 2009

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

R E S O L U T I O N N O. _____

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

That Jeffrey Rushing is appointed to the Downtown Improvement
District Authority with a term ending January 1, 2014.

Adopted by Council _____, 2009

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____

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

That Harriet Rauenzahn is reappointed to the Environmental Advisory Council with a term ending August 24, 2012.

Adopted by Council _____, 2009

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____ 2009

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

Whereas: The City of Reading Codified Ordinances, Chapter 10 Health and Safety, Part 17 provides regulations for Sidewalk Vendors to promote an active and attractive pedestrian environment; and

Whereas: Tacos Mexicanos, operated by Gererado Guadeloupe, submitted an application for a Sidewalk Vendor license at 501 North 8th Street, an area outside the downtown district, as required by the City of Reading Codified Ordinances and as stated herein; and

Whereas: City Council conducted a Sidewalk Vendor Hearing on Thursday, August 6, 2009 at 5:00 p.m. in Council Chambers; such hearing was advertised, with notices mailed to the applicants and the neighboring properties; and

Whereas: Tacos Mexicanos presented testimony about their application and proposed business at the Sidewalk Vendor Hearing conducted by City Council.

NOW THEREFORE THE CITY OF READING CITY COUNCIL RESOLVES AS FOLLOWS:

It is the finding of City Council that the regulation of sidewalk vendors is necessary to promote public health and welfare, preserve the orderly and efficient use of sidewalks, prevent undue interference with established businesses and assure the performance of essential utility, traffic control and emergency services. City Council hereby denies the Sidewalk Vendor license for the operation of a Sidewalk Vending Cart by Tacos Mexicanos at 501 North 8th Street, as this Sidewalk Vendor Cart would interfere with the pre-existing businesses in this neighborhood. City Council hereby orders that all vending operations by Tacos Mexicanos cease and desist immediately.

Adopted by Council _____, 2009

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher CMC
City Clerk

RESOLUTION NO. _____ 2009

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

Whereas: The City of Reading Codified Ordinances, Chapter 10 Health and Safety, Part 17 that provides regulations for Sidewalk Vendors to promote an active and attractive pedestrian environment.; and

Whereas: Hogar Crea submitted an application for two (2) Sidewalk Vendor licenses, as required by the City of Reading Codified Ordinances and as stated herein, that would permit their organization to undertake food sales from coolers at North 5th and Buttonwood and South 5th and Laurel Streets, areas outside the downtown district; and

Whereas: City Council conducted a Sidewalk Vendor Hearing on Thursday, August 6, 2009 at 5:00 p.m. in Council Chambers; such hearing was advertised, with notices mailed to the applicants and the neighboring properties; and

Whereas: Hogar Crea presented testimony about their application and their proposed activity at the Sidewalk Vendor Hearing.

NOW THEREFORE THE CITY OF READING CITY COUNCIL RESOLVES AS FOLLOWS:

It is the finding of City Council that the regulation of sidewalk vendors is necessary to promote public health and welfare, preserve the orderly and efficient use of sidewalks, prevent undue interference with established businesses and assure the performance of essential utility, traffic control and emergency services. City Council hereby denies the Sidewalk Vendor licenses for the operation of food sales by Hogar Crea at South 5th & Laurel and at North 5th and Buttonwood Streets, as their sales methods disrupt and disturb the flow of traffic and their food storage method does not meet the requirements set out in the ordinance. City Council orders that all vending operations by Hogar Crea cease and desist immediately.

Adopted by Council _____, 2009

Vaughn D. Spencer
President of Council

Attest:

Linda A. Kelleher CMC
City Clerk

RESOLUTION NO. _____ 2009

APPOINTING CARL E. GEFFKEN AS ACTING DIRECTOR OF HUMAN RESOURCES FOR A PERIOD OF AT LEAST 180 DAYS AS REQUIRED BY SECTION 1-183, PART A OF THE CITY OF READING ADMINISTRATIVE CODE.

WHEREAS, the Managing Director, with the consent of the Mayor, has named Carl E. Geffken to serve as acting Human Resources Director; and

WHEREAS, the Administrative Code of the City of Reading places clear limits on the length of time an individual may serve in an acting capacity; and

WHEREAS, the Administration intends to amend the City of Reading Home Rule Charter, in order to establish a Department of Administrative Services. The Administration understands that the final adoption of this amendment through referendum will, in all likelihood, require more than 180 days and therefore the Administration will bring additional appointment resolutions before City Council as might be required.

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

That Carl E. Geffken shall be appointed Acting Human Resources Director. The Administration, with the approval of an ordinance by City Council, shall attempt to amend the City of Reading Home Rule Charter to establish the Department of Administrative Services and that until such time as the City of Reading Home Rule is amended additional 180 day appointments will be required.

Passed Council _____, 2009

President of Council

Attest:

City Clerk