



# *CITY COUNCIL*

## ***Committee of the Whole***

**Monday, January 10, 2011**

**Council Office**

**5:00 pm**

**Agenda**

*Although Council committee meetings are open to the public, public comment is not permitted at Council Committee of the Whole meetings. However, citizens are encouraged to attend and observe the meetings. Comment from citizens or professionals during the meeting may be solicited on agenda topics via invitation by the President of Council.*

- I. Discussion – Council Appointment of Managing Director**
- II. Review Tax Collection Agreement**
- III. Citizen Advisory Board**
- IV. Recreation Commission**
- V. Ambulance Services**
- VI. Agenda Review**

***COMMITTEE of the WHOLE***  
***CITY COUNCIL***

**MINUTES**  
**December 27, 2010**  
**5:00 P.M.**

**COUNCIL MEMBERS PRESENT:**

D. Reed, S. Marmarou, M. Goodman-Hinnershitz, V. Spencer, J. Waltman, F. Acosta, J. Waltman

**OTHERS PRESENT:**

L. Kelleher, S. Katzenmoyer, F. Denbowski, C. Geffken, C. Younger

Mr. Spencer called the Committee of the Whole meeting to order at 5:08 p.m.

**I. Council Appointment of Managing Director**

Council entered executive session at 5:12 pm as this is a personnel issue.

Mr. McMahon arrived at approximately 6 pm.

Council exited executive session at 6:10 pm.

**II. Water Authority Agreement**

Mr. Waltman requested an overview of the agreement. Mr. Geffken stated that Mr. Setley and Mr. Miravich negotiated the agreement after discussions with Council. He stated that this agreement has the support of AFSCME regarding the transfer of the employees. He reviewed the remainder of the agreement.

### **III. Tax Collection Agreement**

Ms. Kelleher stated that she compared the draft agreement to discussions held during budget sessions. She prepared a memo to Council outlining the issues that are unaddressed in the agreement.

Mr. Spencer reviewed the memo from Ms. Kelleher. Mr. Younger stated that any amendments to the agreement must be made by the Commissioners. He stated that he did not include the performance standards in the agreement as they would be difficult to define. He noted that the agreement allows either party to terminate with 90 days notice.

Mr. Acosta questioned if 90 days would be enough time to prepare an alternate plan. Mr. Geffken stated that 90 days would not be enough time. He expressed his belief that the County is willing to work with the City to continue providing this service.

Mr. Spencer stated that past experience has shown that agreements with the County need to be clear. Mr. Geffken suggested changing the agreement to give 180 days termination notice.

Mr. Spencer questioned the follow up of the County's collections. Mr. Geffken stated that they will be followed closely.

Ms. Goodman-Hinnershitz questioned if both solicitors reviewed the agreement. Mr. Geffken stated that they have.

Mr. Spencer questioned the possibility of using an intermediate collector when taxes become delinquent. Mr. Younger stated that the County will not be agreeable to changing their process.

Mr. Spencer voiced his concern with the long delay in delinquent collection. He stated that it is a 24 month process. Mr. Geffken stated that using two collectors would be difficult to manage.

Mr. Geffken stated that the County will not allow partial payments on tax bills. He stated that this may become a possibility after their computer system is upgraded. He stated that allowing partial payments is a standing City policy but is not good cash management.

Mr. Acosta questioned the number of property owners who make partial payments. Mr. Geffken stated that it is approximately 100.

Mr. Spencer expressed his belief that with the down economy and the increased tax rates that not accepting partial payment will become problematic.

Ms. Kelleher stated that the 5% collection rate has not been addressed. She questioned what the 5% was calculated on – delinquent collection or total collection. Mr. Geffken stated that it would be delinquent collection. He stated that the County will begin adding the 5% to the delinquent bill as a fee so that it is paid by the owner and not by the City.

Mr. Spencer requested that Mr. Geffken and Mr. Younger review the draft agreement and that the topic be discussed at the next Committee of the Whole.

#### **IV. Agenda Review**

Council reviewed this evening's agenda including the following:

- Award of Contract for repair to fire station roofs

Mr. Spencer stated that the bid from the firm from Reading was very close to the recommended bid award. He stated that local jobs are needed.

Ms. Goodman-Hinnershitz stated that she did not feel she had enough information to award this bid. Mr. Geffken stated that a grievance has been filed against the City on this matter and that the repairs are needed.

Ms. Reed stated that the difference between the two amounts is minimal. Mr. Geffken explained that bids are awarded on price only.

Ms. Reed noted the need to award contracts locally. Mr. Geffken stated that RFPs can be weighted differently to allow local contracts but that bids are awarded on cost only.

- Resolution to fund the study of the River Road extension

Mr. Waltman questioned the scope of this study. Mr. Geffken stated that it would consider the layout of the road itself and how it would interact with other streets, including the Schuylkill Ave bridge.

Ms. Reed stated that this extension is crucial to the bottling plant and the new school.

Mr. Jones arrived at this time.

Mr. Jones stated that a public hearing on the project will be held in January or February.

Ms. Reed requested that Council receive the meeting information as soon as possible so it can be shared with constituents to increase attendance at the public hearing.

- Resolutions for RACP grants to Reading Public Library, Opportunity House, Berks Women in Crisis, and Berks County Community Foundation

Mr. Spencer questioned the match needed for these grants. Mr. Denbowski explained that the City and Library would match the Library grant and that the other organizations would need to provide their own match.

- Ordinance establishing a stop sign at 13th & Richmond Sts

Mr. Spencer questioned if there was new information regarding the removal of the crosswalks at Albright College. Mr. Jones stated that there has been no action since the crosswalks designated for removal were decided in August of 2010 with Albright officials.

Mr. Spencer stated that no action should be taken on this ordinance until after the crosswalks are removed.

Ms. Kelleher explained that as this is the last meeting of 2010, any legislation not being approved should be withdrawn and re-introduced in 2011.

Mr. McMahon suggested that Albright be contacted and told that this stop sign will be approved after the crosswalks are removed. Mr. Jones will contact Albright.

- Ordinance ordering an investigation regarding the use of sewer funds

Mr. Spencer requested the written explanation. Mr. Geffken stated that he wrote the document but does not have it prepared for distribution at this time. He stated that the funds were used because of a lack of departmental controls and because the funds were co-mingled. He stated that the funds are now separate accounts and that checks and balances have been added to department procedures. He added that the transfer was done by low-level employees with no intent to harm.

Mr. Acosta stated that if the investigation moves forward, it must be at no cost to the City. He expressed his belief that the results of the investigation would show the same information as that relayed by Mr. Geffken. He noted the need for final action on this issue so that there can be forward motion on other issues.

- Ordinance establishing a stop sign at 13th & Elm Sts

Mr. Spencer voiced his concern with the continued blocking of N 12th St in the morning and the problems that the stop sign at 12th & Walnut will cause.

Mr. Acosta suggested that Public Works remove the barricades used to block N 12th St.

Mr. McMahon stated that the District does not have the right to block the street.

Mr. Jones stated that he will contact the District about these issues.

- Ordinance increasing the fee for “No Shows” at rental inspections

Mr. Geffken stated that Codes Enforcement requested that the fee be increased as these “no shows” are problematic.

- Ordinance changing the curb line on S 10th St at Amanda Stoudt Elementary School

Mr. Jones stated that the curb cuts work well at other schools.

- Ordinance removing the appeal language from the Blighted Property Review process

Mr. Spencer stated that this was necessary due to a conflict with State law.

- Introducing a Zoning Amendment

Ms. Kelleher stated that this amendment could be introduced at the last meeting because of the need to hold the public hearing and obtain Planning Commission comment approximately 45 days after introduction.

The meeting adjourned at 7:02 pm.

Respectfully  
Submitted  
*Linda A. Kelleher*, CMC  
City Clerk

## AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, between the BERKS COUNTY TREASURER'S OFFICE, with its principal place of business at 633 Court Street, Third Floor, Reading, Pennsylvania 19601 (hereinafter the "Treasurer") and the CITY OF READING, with its principal place of business at 815 Washington Street, Reading, Pennsylvania 19601 (hereinafter the "City").

WHEREAS, the City imposes certain real restate property taxes on real estate parcels

situate within the jurisdictional boundaries of the City; and

WHEREAS, the City desires to have its real estate tax billing and collection performed by non-City personnel to reduce expenses; and

WHEREAS, the Treasurer has expressed interest and desire to perform the City's real estate tax billing and collection.

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

1. The Treasurer will provide the following services in connection with the billing and collection of City's real estate taxes:

- a. Timely printing and mailing of City real estate tax bills to owners;
- b. Receive and/or collect City real estate tax payments and daily deposit the same within a specified dedicated account;
- c. Provide monthly City real estate tax reconciliations summarizing monthly and year to date (YTD) billing, collections, exonerations, reductions, abatements, discounts, overpayments and outstanding balances;
- d. Provide, upon request, detailed reports re City real estate tax billing and collection;

e. Provide timely quarterly interim and tracking letter adjustments and billings;

f. Provide advance notice of all property tax exemption requests;

g. Provide all property tax exoneration requests which will continue to require City's Council approval;

h. Handle all City abatements and maintain appropriate records thereof;

i. Provide all requested tax payment certifications;

j. Provide a point of contact at the **Treasurer**; and,

k. Provide accurate, detailed information **pertaining to** daily deposits/draws of money **upon request**.

2. The Treasurer will be responsible for all current year real property tax refunds beginning in 2011; the Treasurer will be responsible for all prior year real property refunds beginning in 2012 for years 2011 forward.

3. The City will pay the Treasurer one-half (1/2) the postage expenses incurred for providing the services provided herein. The Treasurer shall provide itemized quarterly billing for same to the City.

4. The City will pay the Treasurer the amount of ten thousand dollars and no cents (\$10,000.00), for services listed herein and any printing costs incurred by the Treasurer.

5. The term of this Agreement shall be three (3) years, beginning and effective January 1, 2011.

6. This Agreement may be amended by the parties' mutual consent in writing.

7. This Agreement may be terminated by either party upon ninety (90) day written notice.

8. This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law.

9. In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written.

**CITY OF READING**

**BERKS COUNTY TREASURER'S  
OFFICE**

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**ATTEST:**

**ATTEST:**

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