



CITY COUNCIL

Public Works Committee

Monday, July 18, 2011

Agenda

5:00 p.m.

Committee Members: M. Goodman-Hinnershitz Chair, D. Sterner, S. Marmarou

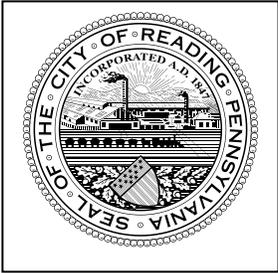
Although Council committee meetings are open to the public, public comment is not permitted. However, citizens are encouraged to attend and observe the committee meetings. Comment from citizens or professionals during the meeting may be solicited on agenda topics via invitation by the Committee Chair.

- I. Citadel Traffic Issues – C. Jones/M. Fizz**
- II. Update Buttonwood Gateway Area**
- III. Update Egelman’s Park**
- IV. Update Recreation Commission**
- V. Trash/Recycling Bid**
- VI. Street Paving Projects**
- VII. Automated Red Light Enforcement Transportation Enhancement Grants Program**
- VIII. Ordinance Regulating Utilities in City Streets**

Follow-up Issues:

- Stormwater Utility
- Former Police Academy Building
- Establish and Enforce a Utility Cut Program (PW 15)

- **Fleet Maintenance Contract with Neighboring Municipalities (PW 03)**
- **Inventory of Lease Agreements (PW11)**
- **Seek Sponsorships for parks and park maintenance**
- **Capital Repairs to Library**
- **Managing all street lights**
- **Installation of traffic device 5th & Bingaman - in progress**



CITY COUNCIL

Public Works Committee

***Monday, June 20, 2011
Meeting Report***

Committee Members Attending: S. Marmarou, D. Sterner, M. Goodman-Hinnershitz Chair

Others Attending: S. Katzenmoyer, F. Denbowski, O. Smith, C. Geffken, D. Hoag

The Public Works Committee meeting was called to order at 5:06 pm.

Peace Sign Restoration

Mr. Denbowski stated that several people involved with the project were to attend. He stated that they met with the Mayor who referred the issue to the Public Works Committee. There is interest in restoring the peace sign but there are practicality issues.

Ms. Goodman-Hinnershitz suggested that the Committee continue through the agenda items until the individuals arrive at the meeting.

Egelman's Park

Ms. Goodman-Hinnershitz stated that she requested this topic be placed on the agenda. She stated that there has been interest from another municipality in acquiring this park but in the meantime the gates remain open allowing vehicular access 24 hours a day. She stated that this is unsafe and stated that maintenance is not occurring as needed.

Ms. Hoag explained that Public Works does not have the personnel needed to lock and unlock the gates daily. Ms. Goodman-Hinnershitz stated that she knows of neighbors who are willing to take on this responsibility.

Mr. Waltman arrived at this time.

Mr. Marmarou suggested that the district police officer lock and unlock the gates as they should have a key. Mr. Geffken stated that he will follow up with this idea but that the officers may not be able to consistently lock and unlock the gates.

Mr. Marmarou stated that it would be difficult to stop access to this park.

Mr. Geffken expressed his thanks to the neighbors who are willing to assist and stated that he will follow up with Public Works. He also stated that he will be meeting this week with the interested municipality and the County Commissioners about this park.

Ms. Goodman-Hinnershitz questioned when road repairs on Hill Road would begin. Ms. Hoag stated that she received information about the dam on Friday but has not yet had time to thoroughly review it. She stated that repairs are in the design phase. Mr. Geffken stated that all City dams are considered hazardous.

Mr. Waltman stated that the removal of this dam must be examined very carefully.

Ms. Goodman-Hinnershitz expressed her opinion that this dam must remain. She requested that the Izaak Walton League also be consulted regarding this dam.

Mr. Waltman stated that this area of the City should be part of its marketing plan to attract middle class residents.

Mr. Marmarou stressed the need for the City to retain the ball fields which are part of Egelman's Park.

Ms. Goodman-Hinnershitz described the downstream effects of removing the dam at Egelman's.

Buttonwood Gateway Area Update

Mr. Geffken gave a brief background on the issue and reviewed the memo from Mr. Kersley noting the progress made. He stated that Reading Beautification has been very helpful with these efforts and that a review of refuse may determine who is dumping in the area. He stated that NHS has told the City that they would also assist.

Mr. Marmarou noted that this neighborhood has a high rate of resident turnover. He stated that many residents may not know the City's expectations. He suggested that volunteers be located to welcome new residents who would also distribute the Welcome to Reading booklets.

Mr. Waltman stated that the issue of closing the streets be looked at closely and suggested "Local Traffic Only" signs be erected. He also suggested signs indicating that the area is monitored by security cameras. He noted the need to address the railroad as well. Mr. Geffken stated that Mr. Denbowski would be addressing the railroad.

Mr. Denbowski stated that several strong neighbors have been identified through this process and NHS has offered to assist.

Ms. Coats from NHS stated that there are residents who are willing to mow properties on Gordon St and help with keeping Barbey playground clean. She stated that they are also interested in maintaining the mural lot for children.

Mr. Waltman stated that many residents assisted with the clean ups held in the area and added that three dumpsters were filled.

Ms. Coats stated that NHS would be willing to welcome new residents and distribute the Welcome to Reading booklets.

Mr. Sterner questioned the neighborhood's ability to form a community group. Ms. Coats stated that NHS will be assisting the neighbors to form a community group.

Mr. Marmarou stated that 6th & Amity Neighborhood Association is a good example of what residents can do and noted the importance of residents being involved.

Lance Place Playground

Phyllis Reid Anderson stated that she is a landlord in the area of Lance Place playground. She stated that she is involved in the Outlet Area Neighborhood Group and the Weed and Seed group. She stated that she has witnessed drug deals on Lance Place playground. She stated that she installed lights on her property to illuminate the park and they were quickly shot out. She stated that she assisted in the Great American Clean Up and Operation Facelift. She stated that families using the nearby laundromat could benefit greatly from improving the playground to allow these families a fun place to go while they are waiting for their laundry. She described the condition of the playground and stated that there are no swings and no

benches. She requested permission to replace the items.

Mr. Geffken stated that he has requested that Mr. Jones develop a standard agreement for groups to perform maintenance at parks and playgrounds. He stated that once this agreement is developed many can begin to assist.

Mr. Denbowski stated that the City completed a \$100,000 project at this playground approximately five years ago and the playground was ruined within a year.

Ms. Goodman-Hinnershitz suggested that the agreement be developed so that projects can move forward.

Mr. Sterner noted the continuing problem with vandalism at this playground. He stated that he requested a streetlight in this area but that project has not moved forward.

Ms. Goodman-Hinnershitz informed the Committee that Weed and Seed recently learned that they will no longer receive State funding.

Mr. Sterner suggested that the City purchase the equipment needed at Lance Place and the community install it. Mr. Denbowski stated that the equipment cannot be installed until the safety surface is repaired. He stated that this is a large expense and noted the need for assistance in keeping the vandalism down at this playground.

Mr. Lubas arrived at this time.

Angelica Park Lease Agreement

Mr. Lubas stated that Alvernia's season did not end until Memorial Day weekend. He stated that there is an issue behind home plate which needs to be addressed and the field has been reseeded. He stated that he had two games scheduled in June which he has rescheduled until July. He stated that if the City uses the field during Alvernia's off season they must repair any damage. He stated that the two games per day limit is not in the formal agreement but if too much damage is done the City cannot make the necessary repairs. He stated that Alvernia does all maintenance at these fields.

Mr. Marmarou noted the problems teams have in finding fields to play. Mr. Lubas stated that he has spoken with the two teams.

Mr. Marmarou questioned who received the fees to use these fields. Mr. Lubas stated that

Alvernia gets the majority of the fee as they perform the work. He stated that the City gets a portion of the fee for his time in working with the teams.

Ms. Goodman-Hinnershitz questioned who received the payment. Mr. Lubas explained that Alvernia and the City send separate invoices. The City receives \$20 per game at Angelica Park.

Ms. Goodman-Hinnershitz noted the need for consistency in leases for ball fields.

Mr. Marmarou expressed his belief that the cost of field rentals is pricing some clubs out and forcing them to close.

Ms. Goodman-Hinnershitz stated that the Recreation Commission must look at the costs incurred by groups to use City facilities. They must also consider the age and maintenance needs of all City facilities. She stated that they will have much work to do.

Street Paving Projects

Mr. Geffken stated that the N. Front Street repaving project is proceeding.

Ms. Hoag distributed a list of possible projects.

Mr. Geffken stated that \$300,000 of the \$450,000 unprogrammed CD funds will be used for paving projects. Ms. Hoag stated that some streets on the proposed list may not qualify for CDBG funding.

Mr. Sterner suggested that the list be examined for qualification first and then be prioritized. Mr. Geffken agreed.

Mr. Sterner requested that this list then be reviewed at the next Public Works Committee meeting.

Ms. Goodman-Hinnershitz agreed stating that the list should also be reviewed during a Committee of the Whole session. She questioned the progress on repaving Cotton St. She stated that UGI will be repaving one side of the street and requested that the City repave the other. Mr. Geffken stated that he has spoken with UGI about the meters but not the paving project.

Ms. Goodman-Hinnershitz stated that it is not practical to repave one side of Cotton St. Ms.

Hoag agreed stating that this is a heavily used street in East Reading.

Traffic Issues

- Removal of Multiple Crosswalks at College Ave & Bern St (Albright)

Mr. Geffken reported that he, the Police Chief and Public Works Director met with Albright about these crosswalks. He stated that Albright has agreed to the plan proposed by the City and stated that the City will perform all required painting.

Ms. Hoag reviewed the proposed plan. Mr. Geffken stated that Albright will fund the handicap ramp portion of this project.

Mr. Marmarou noted his agreement with the proposed plan but he questioned the continued use of the temporary pedestrian signs. He stated that Albright should be placing the signs out in the morning and removing them in the evening.

Ms. Goodman-Hinnershitz suggested a formal request be sent to Albright in writing.

Mr. Marmarou suggested that this letter be sent to all who use these signs.

Ms. Katzenmoyer questioned if the Committee was ready to move the ordinance approving the stop sign at 13th & Richmond Sts out of the pending legislation. The Committee stated that the ordinance could be moved out of pending for action at the June 27 regular meeting.

- Request for Traffic Signal at S 5th & Bingaman Sts

Mr. Geffken stated that \$45,000 of the unprogrammed CD funds will be used to install a signal at 5th and Bingaman Sts.

Ms. Hoag clarified that it is a flashing warning device.

Automated Red Light Enforcement Transportation Enhancement Grant Program

This grant is for the installation of cameras that photograph cars going through red lights so that they can be cited.

Mr. Geffken stated that he reviewed the information from Ms. Kelleher. He stated that he will continue to review the information with Mr. Jones.

Cutting/Trimming Grass and Weeds at City Property

Ms. Goodman-Hinnershitz stated that the City has been issuing Quality of Life tickets to residents who do not mow their grass but that is inconsistent with the way the City mows its grass. Mr. Geffken stated that it was a very rainy spring which has caused the grass to grow more quickly than the limited staff can mow. He stated that he has been working with Mr. Jones and Mr. Zeiber to load properties which need City maintenance into the GIS system to allow better planning of personnel. He stated that the summer employees will begin June 24.

Mr. Marmarou expressed his belief that the City is doing a great job with the Quality of Life tickets but noted the need for consistency. Mr. Geffken noted that the staff has been decreased and the increased amount of rain has made cutting difficult. He stated that Quality of Life enforcement and education are going well and that it is a good program. He noted that change is always difficult and that the appeal process is available to residents. He stated that a flyer will be in an upcoming water bill to continue the educational component.

Mr. Denbowski stated that an additional flyer is being developed regarding proper trash disposal and the need to keep neighborhoods clean. He stated that public service announcements will also air on BCTV and local radio stations.

Mr. Geffken noted his understanding of Council's concern for education in addition to tickets but stated that imposition of a penalty can also implement change and improve the City.

Ms. Goodman-Hinnershitz noted the need for some residents to change their norms.

Mr. Marmarou noted a problem with the 1700 block of Mineral Spring Road. He stated that the sidewalk on the upper side is impassable due to trees and weeds. He noted that this is a City gateway and should be better maintained.

Ms. Goodman-Hinnershitz stated that this block received Quality of Life tickets and there has been some improvement.

Mr. Sterner expressed his belief that for some people enforcement is the best education.

Bandshell

Ms. Goodman-Hinnershitz stated that she reviewed the list of maintenance items needed to be addressed before the concert series begins. Mr. Geffken stated that these items are being addressed. He stated that the Berks Arts Council does not pay to use the bandshell and suggested that they volunteer to make some improvements.

Mr. Marmarou stated that a collection is taken at concerts. He suggested that a second collection be made for donations to the City to help offset costs.

Ordinance Regulating Utilities in City Streets

Ms. Hoag stated that there are several utilities in the right of way public road area. She stated that some of these utilities are installed very near the surface causing problems with maintenance. She stated that Public Works is researching regulations on what utilities can be installed in the public road area and that some utilities are installed so close to the surface that milling and repaving has been complicated. She stated that many utilities do not give the City copies of installations so there is no way to know where utilities are located. She noted the need to work better with the utilities to pre-plan projects where the City will be repaving. She stated that many contractors do not apply for cutting permits and explained that all these problems cause additional problems with sewer repairs as the sewer lines are the lowest depth. She suggested that street cut fees cover the City's costs and noted that the mistakes of others cost the City.

Mr. Sterner expressed his disbelief and noted that he believed that utility installation was better regulated. Ms. Hoag stated that the City's regulations are very old and have not been updated.

Ms. Goodman-Hinnershitz questioned the timeline for the ordinance. Ms. Hoag noted that she did not have a timeline as regulations cannot be retroactive and some critical functions will be affected by the new regulations.

Mr. Sterner questioned the regulations used by other cities. Ms. Hoag stated that she has not begun that portion of the research.

Mr. Marmarou noted the need for this ordinance to also address those installing curb cuts and driveways without permits.

Mr. Geffken suggested that Ms. Kelleher assist in the research of the regulations of other cities.

Ms. Goodman-Hinnershitz requested monthly updates on this topic to ensure forward progress.

Mr. Sterner stated that utility companies know where their lines are and suggested sharing mapping information. Ms. Hoag stated that not all companies use the same system and there

are different benchmarks that make map sharing difficult.

Peace Sign (Continued)

Ms. Goodman-Hinnershitz noted that the individuals interested in refurbishing the sign have not arrived. She stated that if the sign were repainted it would no longer be visible due to tree growth. Mr. Geffken stated that removing trees would cause problems with water run off and other environmental issues not present in the past.

Ms. Goodman-Hinnershitz agreed and noted that the trail to the peace sign would be very inaccessible to equipment to remove the trees.

Recreation Commission Update

Mr. Denbowski stated that the work group will be meeting tomorrow to continue discussions. He stated that the main topic of this meeting will be to finalize the School District's financial contribution to the Commission. He stated that the agreement will soon be before Council for their consideration.

Ms. Goodman-Hinnershitz explained that recreation employees will change status and become employees of the Commission.

Mr. Sterner questioned if the agreement was only between the City and the School District. Mr. Denbowski explained that it is an inter-governmental agreement between these two parties only. He noted his hope that Council approves the agreement in August.

Ms. Goodman-Hinnershitz stated that after the agreement is signed the recreation funding cannot be cut during the budget process as the amount budgeted now will be the amount in the agreement.

Mr. Sterner stated that the budget will decrease as the City will no longer be paying the personnel costs of the recreation employees. Mr. Denbowski explained that the agreement will be for a five year period. The City will make quarterly payments to the Recreation Commission to cover expenses.

Ms. Goodman-Hinnershitz explained that rental fees will remain with the Recreation Commission. Mr. Denbowski clarified that this amount will be approximately \$100,000 annually.

Ms. Goodman-Hinnershitz stated that this will ensure that rentals will continue to support the

work of the Recreation Commission.

Other Discussion

- UGI

Mr. Geffken stated that he has met with UGI representatives to ensure that a situation similar to the explosion in Allentown does not occur in Reading. He stated that he voiced his concerns regarding Cotton St at this meeting.

Ms. Goodman-Hinnershitz stated that she has walked into the new meters as they protrude into the sidewalk right of way area. She stated that she has spoken with Representative Caltagirone about this. She noted the importance of UGI attending a public meeting to answer resident questions. She stated that sidewalk repairs have begun.

There was a brief discussion regarding the dangers of the meters being struck during an auto accident or by fireworks.

- New sign on the Geigle Complex at RHS

Mr. Marmarou stated that this sign was installed in April at a cost of \$30,000 to the district. He questioned if they received a permit for the installation as it is a large illuminated sign. Mr. Geffken stated that he was unaware if they received a permit.

- Pagoda

Ms. Goodman-Hinnershitz reported that the Pagoda Foundation has been approved for corporate status and will be applying for 501 (C) 3 designation. She stated that the Public Works Committee will be reviewing a lease agreement between the City and the Pagoda Foundation.

- Library

Ms. Goodman-Hinnershitz granted permission to Mr. Schlegel to ask a question.

Mr. Schlegel stated that the City has entered into an electric contract for all City buildings including the libraries. He requested that the library buildings be removed as electricity can be purchased at a more reasonable price elsewhere. Ms. Hoag explained that the City did not initiate this agreement but that it must remain in effect until the end of 2011.

The Public Works Committee adjourned at 6:35 pm.

Respectfully submitted by
Shelly Katzenmoyer, Deputy City Clerk

AGREEMENT OF COOPERATION

THIS AGREEMENT, made this ____ day of _____, _____, by and between the CITY OF READING, PENNSYLVANIA, hereinafter called "City;" and the READING SCHOOL DISTRICT, PENNSYLVANIA, hereinafter called "School District;" WITNESSETH:

WHEREAS, the Intergovernmental Cooperation Act (53 Pa. C.S. Section 2301 et seq., herein called the "Act") permits municipalities (under the Act the term "municipality" includes school districts) to enter into agreements to cooperate in the exercise or performance of their respective functions, powers or responsibilities, including recreation and parks activities; and WHEREAS, the City and the School District believe that the citizens of the City of Reading will benefit from a jointly supported recreational and educational program, which program shall comply with all applicable laws; and

WHEREAS, the purpose of the Agreement is to provide a mechanism to adequately and efficiently maintain community recreation services and facilities and to organize, manage and supervise recreational and educational programs, with a primary focus and emphasis on programs for youth, within the political boundaries of the City and the School District; and WHEREAS, the City and the School District are legally authorized to enter into such an Agreement for the joint support of a recreational and educational program.

NOW, THEREFORE, the City and the School District, intending to be legally bound hereby, for and in consideration of the mutual covenants herein contained, for themselves and each of their successors and assigns, agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated herein as if fully set forth.
2. Definitions. As used herein, the following terms shall have the following meanings:
 - (a) "Commission" shall mean the Reading Recreation Commission, to be established as a not-for-profit corporation by Ordinance of the City and Resolution of the School District.
 - (b) "City" shall mean the City of Reading or any authority, commission, bureau, agency or subdivision thereof.
 - (c) "School District" shall mean the Reading School District or any authority, commission, bureau, agency or subdivision thereof.
 - (d) "Property of the School District" or "Property of the City" shall mean the land, improvements, buildings, fixtures and equipment of the School District or the City.
3. Commission Authorization. The City and the School District hereby authorize the creation of the Reading Recreation Commission (herein called "Commission") as a not-for-profit corporation, which shall direct, manage and administer a recreational and educational program pursuant to this Agreement and all amendments thereto.

4. Commission Representation. The Commission shall consist of eleven (11) members, as follows:
- (a) The School Board shall appoint two (2) members of the Commission who shall be members of the School Board. Such persons shall serve as members of the Commission at the pleasure of the School Board for an indefinite term.
 - (b) The School Board, upon recommendation of the Superintendent of Schools, shall appoint two (2) members of the Commission, both of whom shall be residents of the City and none of whom shall be employees of the City, School District or Commission and none of whom shall be elected or appointed members of any other board, commission or agency, the members of which are elected or appointed by the City or School District. Each such member shall serve for a term of three (3) years, expiring on December 31, except that the initial terms of such members shall expire on December 31, 2012 and 2013. Such members may be reappointed as members of the Commission. Such members may be removed from office at any time for cause or at any time upon recommendation of the Superintendent of Schools approved by the School Board.
 - (c) The Superintendent of Schools shall appoint one (1) member of the Commission who shall be a School District administrative staff member. Such person shall serve as a member of the Commission at the pleasure of the Superintendent of Schools for an indefinite term.
 - (d) The City Council shall appoint two (2) members of the Commission who shall be members of the City Council. Such persons shall serve as members of the Commission at the pleasure of the City Council for an indefinite term.
 - (e) The City Council, upon recommendation of the Mayor, shall appoint two (2) members of the Commission, both of whom shall be residents of the City and none of whom shall be employees of the City, School District or Commission and none of whom shall be elected or appointed members of any other board, commission or agency, the members of which are elected or appointed by the City or School District. Each such member shall serve for a term of three (3) years, expiring on December 31, except that the initial terms of such members shall expire on December 31, 2012 and 2013. Such members may be reappointed as members of the Commission. Such members may be removed from office at any time for cause or at any time upon recommendation of the Mayor approved by the City Council.

- (f) The Mayor shall appoint one (1) member of the Commission who shall be a City administrative staff member. Such person shall serve as a member of the Commission at the pleasure of the Mayor for an indefinite term.
- (g) The City Council, upon recommendation of the Mayor, and the School Board, upon recommendation of the Superintendent of Schools, shall appoint one (1) additional member of the Commission, who shall be a resident of the City and who shall not be an employee of the City, School District or Commission and who shall not be an elected or appointed member of any other board, commission or agency, the members of which are elected or appointed by the City or School District. The appointment of such member shall alternate between the City Council and the School District. The initial appointment of such member shall be by the City Council, upon recommendation of the Mayor. Such member shall serve for a term of three (3) years, expiring on December 31, except that the initial term of such member shall expire on December 31, 2014. When the initial term of office expires, the appointment of such member shall be by the School Board. Such member may be reappointed as a member of the Commission by either the City Council or School Board. Such member may be removed from office at any time for cause or at any time upon recommendation of the Mayor approved by the City Council or by recommendation of the Superintendent of Schools approved by the School Board.
- (h) Vacancy. Any vacancy on the Commission (whether by reason of death, disqualification, resignation or removal of a member thereof) shall be filled by the School Board, Superintendent of Schools, Mayor or City Council as shall be applicable. Any vacancy in a term of office of a resident appointed by City Council upon recommendation of the Mayor or School Board upon recommendation of the Superintendent of Schools shall be filled for the unexpired term of office. If a Commission member who is required to maintain his or her residence in the City ceases to be such a resident, his or her membership shall terminate automatically, and his or her position on the Commission shall be declared vacant. When a Commission member who is required to be an elected member of the City Council or School Board or an administrative staff member of the City or School District is no longer serving as such an elected official or employee, his or her membership on the Commission shall terminate automatically.
- (i) Attendance. The Commission may request the removal of any member by the City and the School District for a repeated lack of attendance at meetings. Any member missing three (3) consecutive meetings, unexcused, or attending less than 50% of regularly scheduled meetings during one calendar year is subject to the Commission's recommending that the member be removed for cause. The City and

the School District have the absolute and final authority to either remove or not remove the member from the Commission.

5. Duties of Commission – Powers.

- (a) Purpose. The Commission shall organize, supervise, administer, maintain and operate a recreational and educational program for the residents of the City of Reading with a primary focus and emphasis on offering affordable sports, recreation and learning opportunities for Reading youth. The program, functions and powers of the Commission shall be those as delegated to the Commission by the City Council and the School Board and as otherwise permitted by law.
- (b) Employment of Personnel. The Commission may, for the purposes of carrying out its purposes, employ and terminate such personnel as it shall deem proper. The compensation of such personnel shall be fixed by the Commission. All employees of the Commission shall be paid through the Commission. All existing City recreation division employees shall become Commission employees. The Commission shall employ an Executive Director (“Director”), who shall serve at the Commission’s pleasure, subject to any contractual stipulations and who shall be responsible for the selection and hiring of all other personnel, including supervisors, instructors and leaders. All Commission employees shall be required to possess Act 151 and Act 34 clearances prior to their start of employment. The Director shall be required to attend and make reports at all regular and special meetings of the Commission and may participate in any discussion undertaken during such meetings, but shall have no voting rights with respect thereto and shall not be entitled to vote at any such meeting. Executive sessions of the Commission may be held without the attendance of the Director only to determine the performance evaluation, or compensation, of the Director, at the discretion of the Commission. The Director will be entitled to attend all other executive sessions of the Commission.
- (c) Conduct of Business. The Commission shall establish its own form of organization as a not-for-profit corporation and appropriate rules and regulations for the conduct of its business, including adopting its own by-laws. Said by-laws shall incorporate any and all provisions set forth in this Agreement with regard to the conduct of Commission business and shall be reviewed and commented upon by the governing bodies of the City and the School District. The Commission shall receive administrative support from the City and the School District for all matters with respect to its duties.

- (d) Officers. The Commission shall elect a Chairperson, Vice Chairperson, Secretary and Treasurer from the membership of the Commission. The Chairperson shall act as chair at all duly called meetings and shall be empowered to execute, together with an attestation by the Secretary, all legally binding documents on behalf of the Commission. The Vice Chairperson shall serve in the absence of the Chairperson. The Secretary or his/her designee shall record the Commission's actions and be custodian of the Commission's records. The Treasurer or his/her designee shall receive and expend all Commission funds and shall keep an accounting of all of the Commission's finances including, but not limited to, employee payroll. The Treasurer shall also present monthly reports regarding the finances of the Commission to the Commission members. The Commission shall organize annually at the first meeting of each year, which shall be held in January. All officers shall be elected at the Commission's January organizational meeting and serve a one (1) year term of office, expiring December 31. If an officer ceases to be a member of the Commission, a successor shall be elected.
- (e) Commission Meetings. The Commission shall have regularly scheduled monthly meetings. The Chairperson of the Commission may, when he or she deems it necessary or desirable, and shall, upon the request of four members of the Commission and/or the Director, call a special meeting of the Commission for the purpose of transacting any business designated in the call of the meeting. The call for any regular and special meeting shall be in accordance with the Pennsylvania Sunshine Act.
- (f) Quorum. When a majority of Commission members [six (6) or more members] are present at a Commission meeting, a quorum will be met, and official actions may be taken.
- (g) Voting. Each member of the Commission shall have one (1) vote.
- (h) Establishment of Advisory Committees. The Commission may establish advisory committees as deemed necessary or desirable for the operation of the Commission. The number of advisory committees and members assigned to the committees shall be established by the entire Commission.
- (i) Annual Report/Audit. The Commission shall submit an annual report and financial audit of its activities to the City and the School District on or before April 1 of each year.

6. Finances.

(a) Fiscal Year – Budget. The Commission shall prepare an annual accounting to include all of its financial operations and activities on a calendar year basis beginning on January 1 of each year. On or before October 1 of each year, the Commission shall prepare a budget, which budget shall include in detail the costs and expenses expected to be incurred by the Commission in the performance of its duties for the succeeding calendar year. Such budget shall also include the amounts of income or funds which the Commission expects to receive from sources other than the City and the School District. Any remaining income or funds which the Commission budgets as necessary for the performance of its duties shall be budgeted as cash contributions to be received from the City and the School District in accordance with paragraph 8 hereof. Such budget shall not include any expenditure for any item agreed to be an in kind contribution pursuant to paragraph 7 hereof. The budget shall be available for review at any time by the City and the School District. Any excess funds remaining after the conclusion of a calendar year shall be applied to the fund balance of the Commission or used for such other purposes as the Commission may determine and approve at a regular or special meeting.

(b) Approval of Contribution Amount. The contribution amount shall be submitted to the City administration and the City Council for approval and to the School District administration and the School Board for approval on or before October 1 of each year. Upon approval of the contribution amount by the City Council and the School Board, the City Council and the School Board shall cause the City and the School District to contribute to the Commission their respective cash contributions as shown in the budget and as computed in accordance with paragraph 8 hereof. No increase in the amount of the current cash contribution shall be effective if disapproved by the governing body of the City or School District prior to the end of October of each year. Such disapproval shall be immediately communicated orally or in writing to the other participant and to the Commission. Contributions by the City and the School District shall not exceed an increase of more than five (5%) percent of the previous year's contribution without unanimous approval of the City Council and the School Board. If the contribution amount has not been so approved by January 1 of the next calendar new fiscal year, the prior year's contribution shall remain operative until such approval has been given to the Commission.

7. In Kind Contributions.

(a) Property. The City and the School District agree to make available without charge for use by the Commission the real property, herein called "Property," of the City and the School District when the use of the Property by the Commission will not interfere

with or conflict with the usage thereof by the City or the School District or by third parties which have been granted permission to use the Property by the City or the School District, or be contrary to any legal restrictions or obligations relating to the use of the Property. The City and the School District shall have full control over whether or not to grant permission to the Commission for use of any Property.

(1) The in kind contribution shall include in accordance with the terms of this Agreement:

(A) The use of the Property of the City, including the office location for the Commission at the 3rd and Spruce Street Recreation Center;

(B) The use of the Property of the School District;

(C) The contribution of the costs and expenses related to or associated with the Property, including building and grounds maintenance, repair, insurance, air conditioning, police and fire protection, water, sewer, utilities and all other items of cost and expense.

(2) The in kind contribution shall not include the costs and expenses for janitorial services, clean-up or special property protection with respect to a specific event of the Commission which are incurred only because of the Commission's use of the Property. These costs and expenses of the City or the School District shall be included in the Commission's budget and reimbursed by the Commission.

(b) Maintenance of Property. The City and the School District agree to be responsible for and maintain all Property that they own and that are used by the Commission in a safe and reasonable condition.

(c) Capital Improvements. The City and the School District agree to be responsible for capital improvements to facilities and Property that they own and further agree that the Commission shall not be responsible for making any such capital improvements.

(d) Existing Agreements. This Agreement and the duties of the Commission hereunder shall not interfere with any existing lease agreements or licenses among the City or the School District or by and between the City and the School District and any third party. Any such agreements or licenses shall remain in full force and effect, and the powers and duties of the Commission are subject to any such agreements or licenses.

(e) Rules and Regulations. The School District and the City may adopt and enforce reasonable rules and regulations relating to the Commission's use of their respective

Property; provided that such rules and regulations shall not require the Commission's expenditure of funds for services or items agreed to be contributed in kind.

- (f) Solicitor Services. The City and the School District agree to provide solicitor services to the Commission as an in kind contribution as needed.

8. Cash Contributions.

- (a) First Year Operating Budget. In addition to the in kind contributions as set forth in paragraph 7 hereof, the City and the School District agree to contribute to the Commission in accordance with its budget, the amounts of cash as are necessary to fund the first year operation of the Commission. Cash contributions to the Commission shall begin on January 1, 2012.

- (1) The City shall contribute \$488,000.

- (2) The School District shall contribute an amount determined by the following formula: Annual Contribution = \$7.50 x ADM. ADM is the average daily membership of pupils for the preceding fiscal year as reported by the School District to the Pennsylvania Department of Education.

- (3) In each year thereafter, the City and the School District contribution amount shall be determined in accordance with paragraph 6 hereof.

- (b) Cash Contribution Payments. The City and the School District shall make payments to the Commission in four (4) equal installments at the beginning of each quarter (January, April, July and October).

9. Insurance.

- (a) Liability Insurance. The City and the School District shall obtain and maintain liability insurance which names the Commission, its directors, officers, employees and agents as named insured with respect to the Commission's duties and activities with limits not less than \$1,000,000 per occurrence for injury or damage to persons or property.

- (b) Casualty Loss Insurance. The City and the School District shall each maintain with respect to their respective property, such casualty loss insurance as they shall deem appropriate. All such insurance shall contain waiver of subrogation rights against the City, School District or Commission as applicable.

- (c) Directors and Officers Insurance. The Commission shall obtain and maintain public officials “directors and officers” insurance coverage for its members.

10. Effective Date, Term – Termination.

- (a) Effective Date and Term. This Agreement shall be effective July 1, 2011 and shall be for a term of five (5) calendar years ending December 31, 2016. The City and the School District may not withdraw from this Agreement during the five (5)-year term of the Agreement. This Agreement shall continue in full force and effect and shall be automatically self-renewed year-to-year thereafter except as otherwise provided in this Agreement.
- (b) Withdrawal. After the initial five (5)-year term, the City and the School District may withdraw from the terms of this Agreement at the end of any calendar year by giving written notice of such withdrawal to the other participant and the Commission one (1) year before the proposed withdrawal date. Any funds contributed by a withdrawing participant shall be retained by the Commission. Withdrawal from this Agreement must be approved by a majority of the voting members of the governing body of the participant which desires to withdraw, voted at a public meeting in accordance with the requirements of the Pennsylvania Sunshine Act and any other applicable laws.
- (c) Expansion. Additional partners may become a participant in this Agreement at the beginning of any calendar year with a majority approval of the City and the School District and upon written agreement of the additional participant to be bound by the terms and conditions of the Agreement. The additional participant will be expected to contribute to the funding of the Commission in accordance with a formula to be determined by the City and the School District.
- (d) Dissolution. In case of dissolution of the Commission by mutual consent of the City and the School District hereto, the equipment, materials, supplies, and capital assets of the Commission that remain shall be distributed to the City and the School District in proportion to the cumulative contributions of the City and the School District from the date of this Agreement to the time of dissolution.

11. Amendment. This Agreement shall not be amended or altered except in writing duly approved by and signed on behalf of the City and the School District.

12. Entire Agreement. This Agreement constitutes the entire contract by the City and the School District, and there are no other understandings, oral or written, relating to the subject matter hereof.

13. Governing Law. This Agreement shall be governed by the Laws of the Commonwealth of Pennsylvania. This Agreement is adopted pursuant to the Act, and the City and the School District shall take all necessary steps under the Act to comply with the same.

14. Further Action. The City and the School District agree to take all action necessary to carry forth the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

CITY OF READING

By: _____

Attest: _____
(CITY SEAL)

READING SCHOOL DISTRICT

By: _____

Attest: _____
(SCHOOL DISTRICT SEAL)

From: Piper, Alan
Sent: Tuesday, May 31, 2011 8:40 AM
To: Piper, Alan
Subject: Funding Opportunity - Traffic Signals and Safety

The following information appeared in the Saturday edition of the Pennsylvania Bulletin. Municipalities interested in applying for funding for safety or traffic signal improvements under the State's ARLE program should investigate this opportunity. Applications are due back to PennDOT by July 31, 2011. Please forward to your municipal engineers.

NOTICES

Invitation to Submit Applications Under the Automated Red Light Enforcement Transportation Enhancement Grants Program

[41 Pa.B. 2789]

[Saturday, May 28, 2011]

Under 67 Pa. Code Chapter 233 (relating to transportation enhancement grants from automated red light enforcement system revenues), the Department of Transportation (Department) is inviting city, county and municipal governments, and other local boards or bodies with authority to enact laws relating to traffic in this Commonwealth, to submit applications, in accordance with the parameters delineated in 67 Pa. Code Chapter 233. Applications will be accepted until July 31, 2011.

Applications can be obtained at:

<ftp://ftp.dot.state.pa.us/public/Bureaus/HighwaySafety/ARLE%20Grant%20Application.doc>

Additional guidance information can be found on the Department's Traffic Signal Resource Portal located at

http://www.dot.state.pa.us/Portal%20Information/Traffic%20Signal%20Portal/index_files/Automated_Red_Light_Enforcement.htm

Completed applications should be submitted electronically to ARLE_Grants@state.pa.us and be followed by the submission of a hard copy. Any questions should be directed to Larry Shifflet, Director, Center for Program Development and Management, 400 North Street, 6th Floor, Harrisburg, PA 17120, (717) 787-2862, ARLE_Grants@state.pa.us.

BARRY J. SCHOCH, P.E.,
Secretary

[Pa.B. Doc. No. 11-919. Filed for public inspection May 27, 2011, 9:00 a.m.]

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