



CITY COUNCIL

Meeting Agenda

**REGULAR MEETING
2014
COUNCIL CHAMBERS**

MONDAY, SEPT 22,

7:00 P.M.

The Regular Meetings of City Council are filmed and can be viewed LIVE while the meeting is taking place or at your convenience at any time after the meeting on the City's website at www.ReadingPa.gov, under Info and Downloads/Meetings and Agenda. All electronic recording devices must be located behind the podium area in Council Chambers and located at the entry door in all other meeting rooms and offices, as per Bill No. 27-2012.

RULES FOR PUBLIC PARTICIPATION AT COUNCIL MEETINGS

The Administrative Code, Section § 5-209 defines public participation at Council meetings.

1. Citizens attending Council meetings are expected to conduct themselves in a responsible and respectful manner that does not disrupt the meeting.
2. Those wishing to have conversations should do so in the hall outside Council Chambers in a low speaking voice.
3. Public comment will occur only during the Public Comment period listed on the agenda at the podium and must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Clapping, calling out, and/or cheering when a speaker finishes his comments is not permitted.
4. Citizens may not approach the Council tables at any time during the meeting.
5. Any person making threats of any type, 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, removed from Council Chambers and/or cited.
6. Failure to abide by these regulations could result in your removal from Council Chambers and/or a citation. These regulations are meant to avoid disruptions at the meeting and they are not meant to interfere with public participation.

1. OPENING MATTERS

A. CALL TO ORDER

B. INVOCATION: Rabbi Minna Bromberg, Keshar Zion Synagogue

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

The purpose of the Executive Session on _____ was related to _____ matters.

2. PROCLAMATIONS AND PRESENTATIONS

- Council Commendation recognizing CarTech, accepted by William Wulfsohn, President and CEO and William Rudolf Jr, Corporate Communications Director
- Council Commendation recognizing The Standard Group, accepted by Scott Vaughn, CEO
- Council Commendation recognizing Pastor Bruce Osterhout

3. PUBLIC COMMENT – AGENDA MATTERS:

Citizens have the opportunity to address the Council, by registering with the City Clerk by 5 pm on the day of the scheduled Council meeting or by legibly printing their name, address and the subject matter to be discussed on a sign-up sheet found on the podium in Council Chambers between 5 pm and 7 pm on the day of the scheduled 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, including applause or cheering, at the conclusion of anyone's remarks. Citizens may not ask questions of Council members or other elected or public officials in attendance.

4. APPROVAL OF AGENDA

A. MINUTES: Regular Meeting of September 8, 2014

B. AGENDA: Regular Meeting of September 22, 2014

5. Consent Agenda Legislation

A. Resolution – authorizing the removal of a streetlight, wood pole number 50923-37425, in the 700 Block of Nicolls Street (**Man Dir**)

B. Award of Contract – for the Wyomissing Park Streetlight Project
(Purchasing/Man Dir) *To be distributed Monday*

C. Award of Contract – for Indirect Cost Services (Purchasing Mgr) *To be distributed Monday*

D. Resolution – to promote Lt. Jeffrey S. Parr to the rank of Captain in the Police Department (Police)

6. ADMINISTRATIVE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

Presentation of 2013 External Audit by Herbein & Co.

8. REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS

9. ORDINANCES FOR FINAL PASSAGE

Pending – Further Legal Review Required

Ordinance – authorizing a project labor management agreement for building projects in the City (Mayor’s Office) *Introduced at the May 12 regular meeting; Additional review required; PLA Work Group meetings held June 25 and July 24*

Bill No. 63-2014 – amending the Code Book, Chapter 600 “Zoning”, Section 600-807 entitled “C-C Commercial Core District” by amending: (1) Subsection B “Allowed Uses” to include public parking garages and parking lots owned/or operated by the City of Reading or the Reading Parking Authority, and to prohibit non-public parking garages and parking lots; and (2) Subsection C “Additional Requirements in the C-C District” to prohibit non-public parking garages or parking lots open to the general public. **(Parking Authority/Council Staff)** *Introduced at the July 28 regular meeting; Public Hearing 8-12-14; Ordinance Advertisement 8-11 and 8-18-2014*

A. Bill No. 68-2014 – authorizing the budget transfer of \$75,000 within the Public Works Department from Contracted Services to Highway Maintenance of Roads and Bridges for The purpose of making sidewalk repairs under the Oley Street Railroad Bridge. **(Man Dir)** *Introduced at the September 8 regular meeting*

B. Bill No. 69-2014 – authorizing the budget transfer of \$205,000 from the Contingency Fund to the Council Office and the Charter Board for legal services **(Council Staff)**
Introduced at the September 8 regular meeting

C. Bill No. 70-2014 – setting the salary of the Director of Fire and Rescue Services at \$82,000.00 per annum **(Man Dir)** *Introduced at the September 8 regular meeting*

D. Bill No. 71-2014 – authorizing the execution the Lease Agreement for the Reading Area Firefighters Museum **(Man Dir/Law)** *Introduced at the September 8 regular meeting*

E. Bill No. 72-2014 – authorizing the transfer of \$70,000.00 from the Contingency Account to the Fire Administration account, both within the General Fund. **(Admin Services)** *Introduced at the September 8 regular meeting*

10. INTRODUCTION OF NEW ORDINANCES

A. Ordinance – authorizing the transfer of \$37,000.00 from the Salaries Fund to the Contracted Services Fund in the Building Trades Budget. **(Building Trades)**

B. Ordinance - amending the City of Reading Code of Ordinances Chapter 23 Boards, Commissions, Committees and Councils, Part 4 GPU Stadium Commission, to rename the commission the First Energy Stadium Commission, by making this change throughout Part 4, and by amending Section 23-405 Officers and Procedural Rules by changing the title of an officer of the Commission **(Council Staff)**

C. Ordinance - authorizing the issuance of the City's Series of 2014 Bonds and the refunding of the Series C and Series D of 2008 Bonds. **(Man Dir)**

D. Ordinance – Authorizing the transfer of \$300,000.00 from the Contingency account to the Building Repairs and Consulting Account; \$35,000.00 from the Contingency account to the Electricity Account; \$30,000.00 from the Contingency account to the Gas- UGI account **(CD/Man Dir)**.

11. RESOLUTIONS

A. Resolution - appointing William Stoudt Jr. as Fire Chief **(Man Dir)**

B. Resolution – authorizing the execution of the MOU for the Reading Area Firefighter Museum **(Man Dir/Law)**

C. Resolution – approving a conditional use zoning permit for a temporary shelter at 246 N. 9th Street with conditions **(Council Staff)**

D. Resolution – reappointing Burlee Adams to the Berks County Convention Center Authority (**Nom & Appts**)

E. Resolution – authorizing Stevens & Lee to begin litigation with the Berks County Court of Common Pleas to require the mayor to execute the Water Lease Agreement with the RAWA, as per the Override of the Veto of Bill 61-2014 on August 25th (**Council Staff**)

12. PUBLIC COMMENT – GENERAL MATTERS

Please see public speaking rules on second page

13. COUNCIL BUSINESS / COMMENTS

14. COUNCIL MEETING SCHEDULE

Monday, September 22

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

Monday, October 6

Strategic Planning Committee – Council Office – 5 pm

Monday, October 13

Committee of the Whole – Council Office – 5 pm

Regular Meeting – Council Chambers – 7 pm

15. BAC AND COMMUNITY GROUP MEETING SCHEDULE

Monday, September 22

DID Authority – 645 Penn Room 5th floor – noon

Tuesday, September 23

Environmental Advisory Council – Egelman’s Park – noon

Housing Authority Workshop – WC Building – 4 pm

Housing Authority – WC Building – 5 pm

Planning Commission – Penn Room – 7 pm

Penns Commons Neighborhood Group – Penns Commons Meeting Room – 7 pm

Wednesday, September 24

Parking Authority – Parking Authority Office – 5:30 pm

Stadium Commission – Stadium RBI Room – 7:30 pm

Thursday, September 25

Water Authority – Water Authority Office – 4 pm

Monday, September 29

District 7 Crime Watch – Holy Spirit Church – 7 pm

Wednesday, October 1

Reading Elderly Housing Crime Watch – Front & Washington Sts – 2:30 pm

District 2 Crime Watch – St Paul’s Lutheran Church – 6:30 pm

Thursday, October 2

Police Civil Service Board – Penn Room – noon

Glenside Community Council – Christ Lutheran Church – 6:30 pm

District 3 Crime Watch – Calvary Baptist Church – 7 pm

Monday, October 6

Shade Tree Commission – Public Works Building – 6 pm

Tuesday, October 7

Board of Health – Penn Room – 4 pm

Charter Board – Penn Room – 7 pm

Wednesday, October 8

Zoning Hearing Board – Council Chambers – 5:30 pm

Human Relations Commission – HRC Office – 6 pm

Center City Community Organization – Holy Cross Church – 6 pm

Thursday, October 9

Police Pension Board – Penn Room – 10 am

Outlet Area Neighborhood Assn – St Mark’s Lutheran Church – 6:30 pm

Sunday, October 12

College Heights Community Council – Nativity Lutheran Church – 7 pm

Monday, October 13

Fire Civil Service Board – Penn Room – 4 pm

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

**City of Reading City Council
Regular Business Meeting
Monday, September 8, 2014**

Council President Acosta called the meeting to order.

The invocation was given by Rev. Laddie Benton, Washington Presbyterian Church.

All present pledged to the flag.

ATTENDANCE

Council President Acosta

Councilor Daubert, District 1

Councilor Goodman-Hinnershitz, District 2

Councilor Sterner, District 3

Councilor Marmarou, District 4

Councilor Reed, District 5

Councilor Waltman, District 6

City Auditor D. Cituk

City Solicitor C. Younger

City Clerk L. Kelleher
Managing Director Snyder
Mayor Spencer

PROCLAMATIONS AND PRESENTATIONS

A proclamation was issued to the East Reading Boxing Club, winner of several national titles in various weight classes and age groups.

PUBLIC COMMENT

Council President Acosta stated that there are three (3) citizens registered to address Council on non-agenda matters. He reminded those registered about the public speaking rules.

Ricardo Nieves, of Northmont Blvd., stated that he raised the fluoride issue when he served on the EAC. He stated that he intends to express his opinion to the EAC at their next meeting.

Karin Acuna, of Eckert Ave., was not present.

Nelson Badilla, of Cedar St., stated that when he resided in New York he was able to have pet chickens and he was dismayed to learn that having pet chickens is not permitted within Reading. He asked Council to reconsider this limitation.

APPROVAL OF THE AGENDA & MINUTES

Council President Acosta called Council's attention to the agenda for this meeting, including the legislation listed under the Consent Agenda heading and the minutes from the August 25th Regular Meeting of Council. He noted the need for the following amendments:

- Withdrawal of Ordinance B relating to the bereavement policy under Introduction of New Ordinances
- Addition of an Award of Contract for a benefits broker on the Consent Agenda
- Addition of an Ordinance for Introduction relating to a Fire Budget amendment to allow for the purchase of new vehicles for the Deputy Fire Chiefs

Councilor Marmarou moved, seconded by Councilor Sterner, to approve the minutes from the August 25th Regular Meeting of Council and the agenda, as amended, including the legislation listed under the Consent Agenda heading. The motion was approved unanimously.

Consent Agenda

A. Resolution 93-2014 – authorizing the promotion of Office Jason A. Linderman to Sergeant **(Police Chief)**

B. Award of Contract - for the HVAC contractor's work on the WWTP Digester Project to Eastern Environmental Contractors, Inc., Green Lane, PA 18054 for a total price of \$413,310. **(Purchasing Mgr)**

C. Award of Contract - for the Benefits Broker to EHD, 2001 State Hill Road, Suite 200, Wyomissing, PA 19610. (Purchasing Mgr)

ADMINISTRATIVE REPORT

The mayor read the report distributed to Council at the meeting, in summary:

- Payment in full of the 108 Loan for the Goggleworks Arts Center
- Clearance of the 78 HUD findings in the CD Department
- September 11th Memorial Service scheduled for 9:55 am in City Park at the Memorial Tree
- Implementation of MobileNow by the Parking Authority in the downtown

AUDITOR'S REPORT

City Auditor Cituk read the report distributed to Council at the meeting, in summary:

- 2014 Unemployment Compensation
- Property Tax Collection for 2012 - 2014

REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS

None.

ORDINANCES FOR FINAL PASSAGE

Pending - Further Legal Review Required

Bill 41-2014 - creating the Reading Regional Water Authority (City Council) Introduced at the April 14 regular meeting

Ordinance - authorizing a project labor management agreement for building projects in the City (Mayor's Office) Introduced at the May 12 regular meeting; Additional review required; PLA Work Group meetings held June 25 and July 24

Bill No. 63-2014 – amending the Code Book, Chapter 600 “Zoning”, Section 600-807 entitled “C-C Commercial Core District” by amending: (1) Subsection B “Allowed Uses” to include public parking garages and parking lots owned/or operated by the City of Reading or the Reading Parking Authority, and to prohibit non-public parking garages and parking lots; and (2) Subsection C “Additional Requirements in the C-C District” to prohibit non-public parking garages or parking lots open to the general public. **(Parking Authority/Council Staff) Introduced at the July 28 regular meeting; Public Hearing 8-12-14; Ordinance Advertisement 8-11 and 8-18-2014**

A. Bill No. 65-2014 – Amending the Administrative Code, Chapter 5, Section Re3117-0o5a-Ex A – Purchasing Policies, sub-section 8.06 and 8.07 relating to the Purchasing Coordinator **(Admin Services) Introduced at the August 25 regular meeting**

Councilor Reed moved, seconded by Councilor Daubert, to enact Bill No. 65-2014.

The Managing Director explained that this modification of the Purchasing Policies will eliminate the need for the Purchasing Manager to be included on all Selection Committees, which will eliminate some of the work overload for this position.

Bill No. 65-2014 was enacted by the following vote:

Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7

Nays: None - 0

B. Bill No. 66-2014- repealing Bill 46-2014 to dissolve the Water Authority **(Council Staff) Introduced at the August 11 regular meeting**

Councilor Reed moved, seconded by Councilor Daubert, to enact Bill No. 66-2014.

Councilor Goodman-Hinnershitz stated that she cannot support the repeal of this Bill because the issue isn't truly finished. She stated that the issue remains open until the mayor signs the lease agreement. She noted that the mayor's veto of the ordinance enacting the water lease deal was overridden by a unanimous vote. She noted that she respects the opinions of others regarding this matter.

Councilor Goodman-Hinnershitz asked the Solicitor if the ordinance dissolving RAWA can be reintroduced at anytime. The Solicitor stated that the ordinance to dissolve RAWA can be reintroduced at any time in the same form.

Councilor Reed expressed the belief that the Council should be sure to dot their I's and cross their T's before repealing the dissolution of RAWA.

Council President Acosta explained that he and Councilor Waltman promised RAWA that they would repeal this ordinance after the lease deal was approved. He stated that the RAWA employees are expecting them to keep their word.

Bill No. 66-2014 was enacted by the following vote:

Yeas: Daubert, Marmarou, Sterner, Waltman, Acosta, President - 5

Nays: Goodman-Hinnershitz, Reed - 2

INTRODUCTION OF NEW ORDINANCES

The following ordinances were read into the record:

A. Ordinance – authorizing the budget transfer of \$75,000 within the Public Works Department from Contracted Services to Highway Maintenance of Roads and Bridges for the purpose of making sidewalk repairs under the Oley Street Railroad Bridge. **(Man Dir)**

B. Ordinance - amending the Code of Ordinances, Chapter 70 Personnel Code, Section 505 Bereavement Leave **(Law/Council Staff) WITHDRAWN**

C. Ordinance – authorizing the budget transfer of \$205,000 from the Contingency Fund to the Council Office and the Charter Board for legal services **(Council Staff)**

D. Ordinance – setting the salary of the Director of Fire and Rescue Services at \$82,000.00 per annum. **(Man Dir)**

E. Ordinance – authorizing the amendment to the Liberty Fire Museum Lease Agreement **(Man Dir/Law) To be distributed on Monday**

F. Ordinance – authorizing the transfer of \$70,000.00 from the Contingency Account to the Fire Administration account, both within the General Fund. **(Adm Services)**

RESOLUTIONS

Pending approval of Salary Ordinance at the Sept 22nd meeting

Resolution - appointing William Stoudt Jr. as Fire Chief **(Man Dir)**

Resolution – authorizing the execution of the MOU for the Liberty Firefighter Museum **(Man Dir/Law) To be distributed on Monday**

A. Resolution – reappointing Robert Heebner to the Stadium Commission **(Nom & Appts)**

B. Resolution – reappointing Robert Reimer to the Shade Tree Commission **(Nom & Appts)**

Councilor Marmarou moved, seconded by Councilor Daubert, to adopt Resolutions 94 and 95-2014.

Councilors Marmarou and Goodman-Hinnershitz spoke in support of those being reappointed.

Resolution No. 94-95-2014 were enacted by the following vote:

Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Sterner, Waltman, Acosta, President - 7

Nays: None - 0

COUNCIL COMMENT

Councilor Daubert spoke in support of the Salsa event scheduled for this coming weekend on Penn Street. He encouraged all citizens to become involved in this family event.

Councilor Goodman-Hinnershitz listed the upcoming activities at the Pagoda and she noted the press conference at the Santander Center last week announcing the installation of new high definition screens. She suggested that everyone wear the color purple for the start of the Royals hockey season to show their support for the team.

Councilor Goodman-Hinnershitz noted the clean-up planned for September 13th at Pendra Park and she congratulated the East Reading Boxing Club. She also noted the Berks County Recovery Walk scheduled for this weekend. The walk will begin at RACC and conclude at City Park.

Councilor Reed described the upcoming event for Bob Spitz at the Historical Society. She stated that Mr. Spitz wrote a biography book on the Beatles and many other famous people and groups. She also noted the loss of Joan Rivers and expressed sympathy to her family.

Councilor Marmarou announced the September 14th CHCC meeting.

Council President Acosta stated that he and the mayor will be co-hosting the annual Puerto Rican celebration on Saturday, October 11th.

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

Respectfully submitted by Linda A. Kelleher CMC, City Clerk

RESOLUTION __-2014

AUTHORIZING THE REMOVAL OF A STREET LIGHT

WHEREAS, a contract was entered into by the City of Reading and Metropolitan Edison Company (hereinafter Met-Ed), whereby said Company shall furnish lighting; and

WHEREAS, it is necessary and proper that street lighting should from time to time be removed from service.

NOW, THEREFORE, BE IT RESOLVED, that the City of Reading, pursuant to the provisions and terms of the Company's applicable Rate Schedules and Riders, and the rules and regulations now on file and such rules and regulations, Rate Schedules and Riders hereafter filed from time to time and in effect with the Pennsylvania Public Utility Commission (hereinafter Tariff), do hereby order and direct Met-Ed to remove street lighting consisting of:

One (1) Company owned, 150-watt, high pressure sodium vapor, cobrahead streetlight and wood pole number 50923-37425 in the 700 Block of Nicolls Street.

Payment made to Met-Ed for street lighting at the rates specified in the Tariff will be removed from the billing.

Approved _____, 2014.

President of Council

Attest:

City Clerk



AGENDA MEMO

POLICE DEPARTMENT

TO: City Council
FROM: Chief William M. Heim
PREPARED BY: Chief William M. Heim
MEETING DATE: September 16, 2014
AGENDA MEMO DATE: September 22, 2014
REQUESTED ACTION: Promotion to Captain

RECOMMENDATION

The Mayor and Police Chief recommend the promotion of Lieutenant Jeffrey S. Parr to Captain.

BACKGROUND

There is a vacancy in the position of Captain due to a retirement. Lt. Jeffrey Parr has been serving as acting Captain since Captain Stephen Powell retired last year. He is currently eligible for promotion, having taken and passed the civil service examination for the position of Captain. The Mayor and Police Chief recommend Lieutenant Parr for promotion.

BUDGETARY IMPACT

These positions are funded in the 2014 budget.

PREVIOUS ACTIONS

None

SUBSEQUENT ACTION

Council to take action to approve/deny a resolution to promote Jeffrey S. Parr to the rank of Captain.

RECOMMENDED BY

The Mayor and Police Chief recommend approval.

RECOMMENDED MOTION

Approve/deny the resolution promoting Jeffrey S. Parr to the rank of Captain to be effective September 22, 2014.

R E S O L U T I O N N O. _____ 2014

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

Authorizing the promotion of Lieutenant Jeffrey Parr to the rank of Captain effective September 22, 2014.

Adopted by Council _____, 2014

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

**AN ORDINANCE AMENDING THE CITY OF READING CODIFIED ORDINANCES
CHAPTER 1 ADMINISTRATION AND GOVERNMENT SECTION 186, FISCAL
PROVISIONS BY ADDING SECTION 186 R PUBLIC CONSTRUCTION PROJECT
LABOR STABILIZATION AGREEMENT REQUIREMENTS**

WHEREAS the residents and taxpayers of the City of Reading, County of Berks, Commonwealth of Pennsylvania are periodically called upon to, among other things, finance, in whole or in part, the construction, renovation, alteration, modification and/or demolition of site preparation and/or structural improvements to real property situated within the corporate limits of the City. As such, the City of Reading, in its capacity as a market participant, on behalf of its residents and taxpayers, has a particular interest in taking reasonable steps to promote efficiency and establish minimum standards for all such projects and to promote the public interest in assuring the timely and economical undertaking and completion of such projects.

WHEREAS it is in the public interest of the residents and taxpayers of the City of Reading, and in the proprietary interest of the City as a market participant, to, as a condition of the awarding of contracts for construction, renovation, modification, alteration and/or demolition that are financed, in whole or in part, with public funds in the form of direct investment or procurement, grants, loans, public debt, public guaranteed debt, tax abatements, tax forgiveness, tax increment financing and/or similar forms of public and/or public/private financing methodologies, to assure that certain minimum project labor condition stabilization requirements are a specification of all bid solicitations for such projects and are appropriately incorporated into designated contract awards for such projects so as to provide for the resolution of any and all management/labor disputes and/or grievances without lockouts or strikes and establishing minimum project labor condition stabilization standards for all workers employed by all contractors and subcontractors, of all degrees, on such projects.

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

SECTION ONE. Amending the City of Reading Codified Ordinances Chapter 1, Administration and Government Section 186, Fiscal Provision by adding Section 186 R Public Construction Project Labor Stabilization Agreement Requirements.

To assure the implementation of these findings the City Council of the City of Reading, Berks County, Pennsylvania hereby requires, with respect to all projects of construction, renovation, alteration, modification and/or demolition, in the City of Reading, Pennsylvania, financed, in whole or in part, with the funds of a public body, including, but not limited to, direct investment or procurement, grants, loans, public debt, public guaranteed debt, tax abatements, tax forgiveness, tax increment financing and/or similar forms of public and/or quasi-public or public/private financing methodologies the following:

§186.

...

R. Public Construction Project Labor Stabilization Agreement Requirements

- (1) Prior to the solicitation for bids for award of contracts for every construction project, estimated, prior to bid solicitation, to be valued in total and regardless of separate phases or sequences of work to be undertaken, greater than \$1,000,000 whether to be solicited directly by or on behalf of the City of Reading or by or in combination with any third party, the Mayor of the City of Reading will cause to be conducted an independent study of the potential feasibility of requiring a Project Labor Stabilization Agreement to be applicable to all contractors and subcontractors, of every degree, anticipated to be employing workers in the undertaking and completion of the anticipated project.
- (2) The independent study so undertaken shall include, but not be limited to, analysis of the following:
 - (a) the local labor market conditions necessary to undertake and complete the proposed project in a timely fashion in order to meet the public interest in undertaking the project.
 - (b) the benefit to the City of Reading in establishing a Project Labor Stabilization Agreement in promoting:
 - [1] management/labor harmony and cooperation for the duration of the project,
 - [2] standardizing terms and conditions governing the employment of labor on the project,
 - [3] addressing flexibility in work scheduling, shift hours and starting times on the proposed project,
 - [4] securing negotiated adjustments with respect to work rules and staffing requirements on the proposed project,
 - [5] providing comprehensive and standardized mechanisms for the resolution of management/labor disputes that may arise on the project,
 - [6] insuring a reliable source of skilled and experienced craft people for the project, and
 - [7] furthering public policy objectives with respect to improvement of employment opportunities for women and minorities and contracting opportunities for minority business enterprises and women's business enterprises.

- (c) the possible impact of lockouts and/or strikes on the timely undertaking and completion of the proposed project
- (3) The independent study will provide a recommendation regarding whether or not a Project Labor Stabilization Agreement will serve the proprietary interest City of Reading with respect to the individual project proposed to be undertaken. The City of Reading, under the auspices of the office of the Mayor of the City of Reading, may request the entity undertaking the independent study required by this paragraph to analyze such other factors as are reasonably deemed appropriate to further the implementation of the requirements of this Ordinance.
 - (4) If a study commissioned under section 1-3 is completed and the study recommends the utilization of a Project Labor Stabilization Agreement, then the City may require that any request for proposals or solicitation of bids shall include bid specifications that require successful construction contractor bidders, of every degree, to be bound by a Project Labor Stabilization Agreement with the regional Building and Construction Trades Council having jurisdiction over the Reading, Pennsylvania geographic area and that is affiliated with the Pennsylvania State Building and Construction Trades Council.
 - (5) Solicitation of bids for award of contracts for all such projects estimated prior to bid solicitation to be valued in total, and regardless of separate phases or sequences of work to be undertaken, greater than \$250,000 whether to be solicited by or on behalf of the City of Reading or by or in combination with the City of Reading and any third party shall specify, among other requirements, all of the contract condition requirements of this Ordinance when the independent study required by this Ordinance recommends the specification of a Project Labor Stabilization Agreement to serve the public interest of the City of Reading.
 - (6) As a condition of the award of any contract specifying a Project Labor Stabilization Agreement, the responsible and responsive bidder(s) for any project shall within sixty (60) days of the date it is deemed by the City of Reading to be the conditionally designated responsive and responsible bidder for the project, shall, in good faith, negotiate a Project Labor Stabilization Agreement with the Regional Building and Construction Trades Council having geographic jurisdiction over the Reading Pennsylvania geographic area and affiliated with the Pennsylvania State Building and Construction Trades Council, that establishes minimum wages, hours, employee benefits and other terms and conditions of employment for all workers in all trades and/or crafts anticipated to be required for the undertaking of the project and applicable to all contractors and subcontractors, of every degree, that will provide any labor, directly or indirectly on the project.
 - (7) No final contract award for any project subject to the Project Labor Stabilization Agreement requirements of this section may be made to any contractor or

subcontractor prior to the completion of a Project Labor Stabilization Agreement. In the event that such a Project Labor Stabilization Agreement is not successfully concluded and completed within the sixty day period required above, the contractor or contractors conditionally determined to be the designated responsive and responsible bidder will conclusively be presumed to be non-responsive and/or non-responsive and removed from the list of responding bidders for the project.

- (8) In the event that a bidder is deemed to be non-responsive and/or non-responsive pursuant to the terms of this Ordinance, the entity soliciting bids for the project shall be directed to utilize the procedures of this Ordinance for the purpose of making a conditional award of a contract for the project to the next lowest responsive and responsible bidder.

SECTION 3. This Ordinance shall be effective ten (10) days after adoption pursuant to City of Reading Home Rule Charter Article II Section 219.

Adopted _____, 2014

Council President

Attest:

City Clerk

Submitted to Mayor: _____
Date: _____

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

Approved by Mayor: _____
Date: _____

Vetoed by Mayor: _____
Date: _____

AN ORDINANCE OF THE CITY OF READING AMENDING THE CITY OF READING CODE BOOK, CHAPTER 600 ENTITLED "ZONING", PART 6 ENTITLED "TYPES OF USES", SECTION 600-807 ENTITLED "C-C COMMERCIAL CORE DISTRICT" BY AMENDING: (1) SUBSECTION B ENTITLED "ALLOWED USES" TO INCLUDE PUBLIC PARKING GARAGES AND PARKING LOTS OWNED/OR OPERATED BY THE CITY OF READING OR THE READING PARKING AUTHORITY, AND TO PROHIBIT NON-PUBLIC PARKING GARAGES AND PARKING LOTS; AND (2) SUBSECTION C ENTITLED "ADDITIONAL REQUIREMENTS IN THE C-C DISTRICT" TO PROHIBIT NON-PUBLIC PARKING GARAGES OR PARKING LOTS OPEN TO THE GENERAL PUBLIC.

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

SECTION 1. Amending the City of Reading Codified Ordinances, Chapter 600 entitled "Zoning", Part 6 entitled "Types of Uses", as attached in Exhibit A:

SECTION 2. All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended by this Ordinance 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 decisions shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4. 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: _____, 2014

President of Council

Attest:

City Clerk
(Council Office & Parking Authority)
Submitted to the Mayor: _____
Date: _____, 2014
Received by the Mayor's Office: _____
Date: _____, 2014
Approved by the Mayor: _____
Date: _____, 2014
Vetoed by the Mayor: _____
Date: _____, 2014

EXHIBIT A

§ 600-807. C-C Commercial Core District.

A. Dimensional requirements.²⁰

B. Allowed uses.

(1) Permitted-by-right uses:²¹

High-rise apartments¹

Movie theaters and performing arts facilities

Low-rise or mid-rise apartments¹

One-family attached dwellings (townhouses) or one-family semidetached dwellings meet the regulations of the R-3 District gardens, crop farming and forestry

Amusement arcade

Municipal building

Passenger bus or train terminal

Public parking garages and parking lots that are owned/or operated by *the City or Reading Parking Authority* ~~a City authorized parking authority or another governmental entity~~. A new parking garage with a street frontage of more than 100 feet shall include at least one street-level commercial use.

~~Nonpublic parking garages and parking lots that serve a use located within the C-C District, as opposed to being available to the general public. If such parking involves 10 or more new parking spaces, then special exception approval shall be required. As a criteria of special exception approval, the applicant shall show that the parking: (a) will not cause a loss of a significant historic building; (b) will not create a serious traffic congestion or a traffic hazard for pedestrians; and (c) will include suitable landscaping between the parking and a public sidewalk. See also Subsection C below.~~ A new parking garage with a street frontage of more than

100

feet shall include at least one street-level commercial use.

Bakeries (limited to 2,000 square feet production floor area) and retail sale of baked

goods

Bank and other financial institutions, which may include drive-through facilities

Business and printing services

Civic/convention center and sports arena

College or university, other than residential uses

Conversion of existing building space into one or more dwelling units, which shall meet the requirements listed for "conversions" in § 600-1203D, even though the use is not a conditional use. Such conversion shall only be allowed if the lot includes at least one street level principal business establishment.

Creation and retail sales of art and crafts items, which may include multiple vendors
Dry cleaners (limited to 2,000 square feet of service/production area)
Fire and ambulance station
Fitness centers/exercise clubs
Funeral homes
Hotels, motels and bed-and-breakfast inns
Offices
Personal services, such as barber or beauty shop (see § 600-1103), tailors, nail salons (see § 600-1103) and certified massage therapy (see § 600-1103), and not including a massage parlor
Photo-finishing services
Radio and television stations
Recreational facilities, public parks and nonmotorized recreation trails
Restaurants (eat-in or takeout) which may include entertainment but shall not include drive-through service. This use shall not allow outdoor sale of ready-to-

eat

heated food on a regular basis on a lot that is not operated from a building on the lot.

Retail stores

Small appliance sales, repair and service stores

Social clubs and associations (non-PLCB licensed), which shall not be allowed fronting on Penn Street between 2nd Street and 6th Street and which shall not operate between 12:00 midnight and 11:00 a.m. For any use that also meets the definition of a BYOB, Chapter 127, Part 3 (§§ 127-301 to 127-308), and § 127-

202

shall also be met.

Trade, vocational and hobby schools, not including residential uses

NOTE:

1 The street-level floor shall include at least one principal business establishment.

2. Accessory uses. See Part 10 unless otherwise noted.

(a) Amusement devices: pursuant to § 600-1010 of this chapter.

(b) Entertainment: pursuant to § 600-1005.

(c) Home occupations, major or minor: see § 600-1006.

(d) Storage as an accessory use to a use located within the C-C District.

(e) *Parking exclusively serving a principal use on the same lot*

3. Conditional Uses

(a) Banquet hall.

(b) Gaming facility.

(c) Taverns and nightclubs.

4. Special exception uses. Pursuant to § 600-1202 of this chapter.

(a) Day-care facilities.

- (b) Dormitory or other residential uses owned or operated by a college or university,
other than permitted-by-right dwelling units that are occupied by a "family."
- (c) Place of worship.

C. Additional requirements in the C-C District.

1. Retail uses shall not extend into the public right-of-way, except as may be specifically approved under another City ordinance.
2. Drive-through services shall only be permitted as accessory to financial institutions. A drive-through facility shall not have an entrance or exit onto Penn Street.
3. Height requirements.
 - (a) Structures may be increased in height up to 175 feet by special exception, provided the applicant provides an analysis to show that the additional height will allow sunlight to reach the street during midday hours, considering any proposed setbacks and an analysis of how the building will be set back from windows of existing adjacent buildings to provide compatibility.
4. See parking requirements in § 600-1603.
5. A building shall not have a street-level building wall longer than 50 feet unless such wall is interspersed with a window or door at least every 50 feet, artistic displays, changes in building setback or rooflines of more than three feet variation, and/or architectural features.
6. Wind turbines shall be allowed that are attached to a roof of a building and do not extend a total of more than 25 feet above the roof of the building.
7. A principal or accessory parking lot or parking garage shall not be allowed that is open to the general public, unless the structure is owned and/or operated by the City, the Reading *Parking Authority or their designees. Accessory parking lots and garages are permitted only on the same lot as the principal use, except for lots and garages owned and or operated by the City, the Reading Parking Authority or their designees.* ~~Berks County, another governmental entity, or a City authorized parking authority.~~

PUBLIC WORKS

TO: Members of City Council
FROM: David C. Ruyak, Operations Division Manager
PREPARED BY: David C. Ruyak, Operations Division Manager
MEETING DATE: August 25, 2014
AGENDA MEMO DATE: August 20, 2014
RECOMMENDED ACTION: Approve Appropriation Transfers

BACKGROUND:

This transfer is to cover the expected costs of repairing the collapsed sidewalk underneath the Oley Street Railroad Bridge.

BUDGETARY IMPACT:

In the amount of \$75,000.00

From: Contracted Services, 01-07-74-4216

To: Highways Maintenance of Roads & Bridges, 01-07-52-4815

PREVIOUS ACTION:

None

RECOMMENDED BY:

David Ruyak, Operations Division Manager of Public Works

Ralph Johnson, Public Works Director

RECOMMENDED MOTION:

Approve the request.

BILL NO. ____ 2014

AN ORDINANCE

**AUTHORIZING AN APPROPRIATIONS TRANSFER WITHIN THE DEPARTMENT OF
PUBLIC WORKS IN THE AMOUNT OF \$75,000 FOR BUDGET YEAR 2014**

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

Section One: Council hereby authorizes the transfer within the 2014 Department of Public Works budget \$75,000 from Contracted Services (01-07-74-2416) to Highway Maintenance of Roads and Bridges (01-07-52-4815) for the purpose of making sidewalk repairs under the Oley Street Railroad Bridge.

Section Two: This Ordinance shall become effective ten (10) days after its adoption in accordance with 219 and 221 of the Home Rule Charter of the City of Reading.

ENACTED _____, 2014

President of Council

ATTEST:

City Clerk

Submitted to Mayor by: _____
Date Submitted: _____
Received in Mayor's Office by: _____
Date Received: _____
Approved by Mayor: _____
Date Approved: _____
Vetoed by Mayor: _____
Date Vetoed: _____



AGENDA MEMO

Council Office

TO: City Council
FROM: Linda A. Kelleher, City Clerk
PREPARED BY: Linda A. Kelleher, City Clerk
MEETING DATE: September 8, 2014
AGENDA MEMO DATE: August 26, 2014
REQUESTED ACTION: Authorize the Transfer of Funds

RECOMMENDATION

The Charter Board and the Council Office request the following budget transfer to pay for legal services rendered to the Council Office and for the payment of legal services rendered and potential legal services for the Charter Board

- Authorizing the total transfer of \$205,000 from the Contingency Fund (01-14-91-4739) by placing \$95,000 in the Charter Board line (01-17-91-4777) and \$105,000 in the Council Office Legal Expenses line (01-02-09-4224)

BACKGROUND

The Charter Board expended their \$100,000 allocation on Charter complaints that were submitted or are pending through the court system. They request a balance of \$20,500 to pay for legal services rendered for existing or new Charter complaints. The Charter Board has requested an additional \$74,500 to cover potential legal services that may be required through the end of 2014.

The City Solicitor told City Council that he was unable to assist or advise Council with the water lease issue due to the conflict between the mayor and Council and Special Counsel from Fox Rothschild also told Council that he was also unable to assist or advise Council due to the conflict between the mayor and Council. The Solicitor authorized City Council to retain the services of Stevens and Lee for the water lease matter. For services rendered through August 18th, Stevens and Lee has billed the City \$78,425. The Council Office requests an additional \$26,575 to cover any remaining fees.

BUDGETARY IMPACT

The transfer during this budget period.

PREVIOUS ACTIONS

None

SUBSEQUENT ACTION

Council to take action to approve an ordinance to authorize the transfer of funds

RECOMMENDED BY

City Clerk

RECOMMENDED MOTION

Approve/deny the ordinance authorizing the transfer of funds as listed.

**BILL ____ -2014
AN ORDINANCE**

**AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS
WITHIN THE 2014 BUDGET FOR THE CHARTER BOARD AND THE
COUNCIL OFFICE.**

THE CITY OF READING CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Authorizing the total transfer of \$205,000 from the Contingency Fund (01-14-91-4739) by placing \$95,000 in the Charter Board line (01-17-91-4777) and \$105,000 in the Council Office Legal Expenses line (01-02-09-4224)

SECTION 2. This ordinance shall become effective ten (10) days after its adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

Enacted _____ 2014

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: _____

BILL NO. _____ 2014
AN ORDINANCE

AN ORDINANCE OF THE CITY OF READING ESTABLISHING THE SALARY OF THE DIRECTOR OF FIRE AND RESCUE SERVICES.

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

SECTION 1. The salary of the Director of Fire and Rescue Services shall be EIGHTY-TWO THOUSAND DOLLARS (\$82,000.00) per annum, payable in equal bi-monthly installments or as otherwise provided for by ordinance.

SECTION 2. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

SECTION 3. This Ordinance shall become effective ten (10) days after its adoption in accordance with Sections 219 and 221 of the City of Reading Home Rule Charter.

Enacted by Council _____, 2014

President of Council

Attest:

City Clerk

Submitted to Mayor:

Date: _____

Received by the Mayor's Office:

Submitted to Mayor:

Date: _____

Approved by Mayor:

Date: _____

Vetoed by Mayor:

Date: _____



AGENDA MEMO

To: City Council

From: Carole Snyder, Managing Director

Date: September 3, 2014

Subject: Reading Area Firefighters Museum

The Reading Area Firefighters Museum (the Museum) is located on South 5th and Laurel Streets in Reading, in the station which housed Liberty Fire Co. No. 5. The mission of the Museum, staffed entirely by volunteers, has been as a permanent facility to house and display items related to the history of firefighting in Reading and Berks County.

Both the City and the Museum are desirous of entering into both a lease agreement and an MOU to document the terms of the relationship going forward. We are, therefore, seeking Council approval of the attached ordinance and MOU.

CC: Vaughn D. Spencer, Mayor

BILL NO. _____ - 2014

AN ORDINANCE

AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN THE CITY OF READING AND THE READING AREA FIREFIGHTERS MUSEUM, INC. FOR PREMISES LOCATED AT 501 SOUTH 5TH STREET, READING, BERKS COUNTY, PA

WHEREAS, the City of Reading owns certain real property situate at 501 South 5th Street, Reading, Berks County, PA; and

WHEREAS, the Reading Area Firefighters Museum, Inc. desires to lease premises situate at 501 South 5th Street, Reading, Berks County, PA and intends to enter into a certain lease containing the terms set forth in attached Exhibit A;

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

SECTION 1. The Mayor is authorized to execute the Lease Agreement between the City of Reading and the Reading Area Firefighters Museum, Inc. to provide for the leasing of 501 South 5th Street, Reading, PA as more specifically identified in Exhibit "A".

SECTION 2: This Ordinance shall become effective in 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 _____, 2014

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"

Reading Area Firefighters Museum, Inc. Lease

This lease is made and concluded this _____ day of _____, 2014, by and between the CITY OF READING, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, referred to in this Lease as "Lessor", and the READING AREA FIREFIGHTERS MUSEUM, INC., a Pennsylvania Nonprofit Corporation, referred to in this Lease as 'Lessee".

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor leases to Lessee, and Lessee leases from the Lessor, the entire building, situate in the firehouse located at 501 South 5th Street, in the city of Reading, Berks County, Pennsylvania. The aforesaid leased premises are referred to in this lease as the "Premises".

ARTICLE 1. TERM

1.01 **Term of Lease.** The initial term of this lease shall be two years commencing on the _____ day of October, 2014, and ending on the _____ day of October, 2016 unless terminated sooner as provided in this Lease.

1.02 **Option to Extend Term of Lease.** The Lease term may be extended as mutually agreed upon by the parties. Any such agreement must be in writing and signed by both parties.

1.03 **Holdover.** If Lessee holds over and continues in possession of the leased Premises after expiration of the term of this Lease or any extension of that term, other than as provided in Paragraph 1.02, Lessee will be deemed at Lessor's option to be occupying the Premises on the basis of a month-to-month tenancy, subject to all of terms and conditions of this Lease at the rent in effect during the last month of the term.

1.04 **Modification of Lease Terms.** The terms and conditions of this Lease may be renegotiated as conditions may necessitate but only upon the mutual consent of both Lessor and Lessee.

ARTICLE 2. RENT

2.01 **Rent.** Lessee agrees to pay to Lessor annual rent in the sum of Five Hundred Dollars (\$500.00) payable at the time of signing and then on or before the _____ of October of each year beginning in 2015.

2.02 **Location.** Lessee agrees to pay rent as provided in Paragraph 2.01 to Lessor at Lessor's office, located at Accounting Department, City Hall, 815 Washington Street, Reading, Pennsylvania, or at such other location as Lessor shall from time to time designate by written notice to Lessee.

ARTICLE 3. USE OF PREMISES

3.01 **Permitted Use.** Lessee shall utilize the leased Premises during the term of this Lease solely for the purpose of creating, operating and maintaining a fire service historical museum, along with all related accessory uses consistent with this purpose.

3.02 **Waste, Nuisance, or Illegal uses.** Lessee shall not use the Premises, or permit it to be used, in any manner that results in waste of the premises or that constitutes a nuisance. Lessee shall not use the Premises, or permit it to be used, for any illegal purpose. Lessee will comply, and will cause its officers, employees, agents, and invitees to comply with all applicable laws and ordinances and with all applicable rules and regulations of governmental agencies concerning the use of Premises.

3.03 **Joint Use of Lessor.** The Reading Fire Department Volunteer Scuba Team is permitted to use the easternmost one-story garage including the toilet facilities and utilize the interior stairs to the basement for purposes related to its mission.

3.04 **Display Items.** Lessor, its agents or invitees, shall not disturb, move modify or damage items in the leased Premises which are owned or which are being displayed on loan to Lessee, except those items which may be owned by Lessor.

3.05 **Quiet Enjoyment.** Lessor warrants that Lessee shall peaceably and quietly hold and enjoy leased Premises for the term hereby stated without hindrance or interruption by Lessor or any other person or persons lawfully or equitably claiming by, through or under Lessor, subject, nevertheless, to the terms and conditions of this Lease,

3.06 **Entrance.** Lessee, its agents and invitees, shall have the right to principally use the 5th Street entrance and/or the Laurel Street entrance to the building in order to access the leased Premises.

ARTICLE 4. MAINTENANCE AND SURRENDER

4.01 **Maintenance and Surrender.** Lessor shall maintain and repair the building in which the leased Premises are located and Lessor shall be responsible to

repair any damage to the leased Premises caused by the deterioration of the building in which the Premises is located. Otherwise, in general, Lessee shall be responsible for the routine cleaning and maintenance of the leased Premises as required to maintain that portion in condition suitable for public display, and keep it free from waste or nuisance throughout the Lease term and any extension of that term, provided, however, in the event that such maintenance and repairs are the result of action or conduct of Lessor or Lessor's agents or invitees, Lessor shall be solely responsible for the same.

Maintenance of the shared areas shall be shared by the Reading Fire Department Volunteer Scuba Team and Lessee commensurate with the use of the facilities by each. At the termination of the Lease, Lessee shall surrender and deliver the leased Premises to Lessor as delivered with the exception of reasonable wear and tear.

4.02 Remedy for Failure to Maintain. In the event Lessor or Lessee should fail to perform their respective obligations to repair or maintain as set forth in Paragraph 4.01, above, after notice of the need for such repair or maintenance and the passage of a reasonable amount of time for performance after such notice, the notifying party may make the repairs or perform the maintenance at its own expense. In such an event, the notifying party shall be reimbursed for the reasonable expense of the repair or maintenance within thirty days (30) or at the termination of the Lease, whichever occurs first.

ARTICLE 5. UTILITIES AND GARBAGE REMOVAL

5.01 Real Property Taxes. Lessor shall pay and fully discharge any and all real property taxes imposed on the lease Premises during the term of this Lease.

5.02 **Utility Charges.** Lessor shall pay all utility charges for water, electricity, heat and gas used in and about the leased Premise during the term of the Lease.

5.03 **Garbage Removal.** Lessor shall pay and be responsible for the removal of all normal garbage and rubbish from the lease Premises during the term of the Lease.

5.04 **HVAC.** Lessor shall be responsible to supply adequate heating and electricity to the leased Premise, and it is Lessor's responsibility to maintain and repair, at Lessor's cost, the heating, electrical and plumbing systems servicing the building and leased Premises. The central air conditioning on the first floor shall be maintained by the Lessor.

ARTICLE 6. ALTERATION, ADDITIONS, AND IMPROVEMENTS

6.01 **Improvements.** Lessee may, with consent of Lessor, which consent shall not be unreasonably withheld, undertake repairs or modifications to the leased Premises or to the interior or exterior of the building in which the leased Premises is located.

6.02 **Alterations Property of Lessor.** All permanent alterations, additions, or improvements made by Lessee and affixed to the building shall become the property of Lessor at the termination of this Lease, with no reimbursement to Lessee for the cost or value thereof.

ARTICLE 7. INSURANCE

7.01 **Property Insurance.** Lessor shall be responsible to maintain adequate insurance to cover any loss or damage to any items or personal property placed on the Premises by Lessee minus the deductible amount. Lessee shall be responsible for the

deductible amount. Lessor is also responsible for maintaining adequate insurance coverage on the building itself.

7.02 **Liability Insurance.** Lessor, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance covering Lessor with one or more insurance companies who are licensed to do business in Pennsylvania.

7.03 **Indemnity:** Lessee shall indemnify and hold harmless Lessor, City Council, its employees, and agents from all suits, actions or claims from any character, including costs and attorney fees, brought because of injuries or damages received or sustained by any person, persons, or property; on account of the performance of this agreement; or on account of or in consequence of any neglect, negligence or because of any act or omission or misconduct of Lessee or agents from any claims or amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order or decree.

ARTICLE 8. DAMAGE OR DESTRUCTION OF PREMISES

8.01 **Notice to Lessor.** If the leased Premise or any improvements on the leased Premise should be damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

ARTICLE 9. INSPECTION BY LESSOR

9.01 **Inspection by Lessor.** Lessee shall permit Lessor and Lessor's agents, representatives, and employees to enter onto the Leased Premises at all reasonable times for the purpose of inspection, maintenance, making necessary repairs or

alterations to the Premises, or any other purpose necessary to protect Lessor's interest in the leased Premises.

ARTICLE 10. ASSIGNMENT AND SUBLEASE

10.01 **Assignment and Subletting by Lessee.** Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, any right or interest in this lease, the leased Premises, or the improvements on the leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or the leased Premises or the improvements on the leased Premises without the written consent of the Lessor, Lessor may, at its option, declare this Lease terminated. In the event Lessor consents in writing to an assignment, sublease, or other transfer of all or any of the Lessee's rights under this Lease, the assignee or sublessee must assume all of the Lessee's obligations under this lease.

10.02 **Assignment by Lessor.** Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 11. MISCELLANEOUS

11.01 **Right of First Refusal.** If Lessor decides in the future not to maintain the Premises as a museum, the Liberty Steam Fire Company shall have first buy back rights to the property for One Dollar (\$1.00), in as good, or better condition, as was originally conveyed from the Liberty Steam Fire Company. Should Liberty Steam Fire Company not wish to accept said property, Lessor will offer said property to Lessee for One Dollar (\$1.00). If neither the Liberty Steam Fire Company nor Lessee choose to accept said property, Lessor shall list the property for sale for marketable value.

11.02 **Memorandum of Lease.** Lessee shall have the right to record with the Berks County Recorder of Deeds, a memorandum of terms of this Lease, and Lessor agrees to sign and acknowledge the same at Lessee's request.

11.03 **Notices and Addresses.** All notices required under this Lease must be given either personally or by certified mail, addressed to the proper party, at the following address:

Lessor:

Charles D. Younger, Solicitor
City Hall Solicitor's Office
Room 2-54, City Hall
815 Washington Street
Reading, PA 19601

Lessee:

William Rehr
The Reading Area Firefighters Museum, Inc.
501 South 5th Street
Reading, PA 19601

Either party may change the names and/or address to which notices are sent by giving the other party notice of the new address in the manner provided in this Paragraph.

11.04 **Parties Bound.** This Lease shall be binding on, and inure to the benefit of, the parties to the Lease and their representatives heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease.

11.05 **Pennsylvania Law to Apply.** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. All

obligations of the parties created by this Lease are performable in Berks County, Pennsylvania.

11.06 Legal Construction. In the event any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Lease, and this Lease shall be construed as invalid, illegal, or unenforceable provision had never been included.

11.07 Prior Agreements Suspended. This lease constitutes the only agreement between the Lessor and Lessee and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this lease.

11.08 Amendment. No amendment, modification, or alteration of the terms of this Lease shall be binding unless it is in writing, dated subsequent of the date of this lease, and duly executed by the Lessor and Lessee.

11.09 Time of Essence. Time is of the essence of this Lease. The undersigned Lessor and Lessee have executed this Lease as of _____, 2014.

CITY OF READING, PA

Attest:

By : _____ (SEAL)

THE READING AREA
FIREFIGHTERS MUSEUM, INC.

Attest:

By : _____ (SEAL)

FUND TRANSFER

TO: Members of City Council

FROM: Christian F. Zale
City Controller

PREPARED BY: Christian F. Zale
City Controller

MEETING DATE: September 8, 2014

AGENDA MEMO DATE: September 8, 2014

RECOMMENDED ACTION: **Appropriation Request Transfer – Fire Deputy Chief Vehicles**

BACKGROUND:

One of the Fire Deputy Chief vehicles has failed inspection and a second of the same vintage is not expected to pass; thus, requesting replacement of 2 vehicles at a cost not to exceed \$70K which have been cut from both 2013 and 2014 budgets.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED BY:

City Controller

RECOMMENDED MOTION:

Approve the request.

BILL NO. _____ - 2014

AN ORDINANCE

AN ORDINANCE REQUESTING AUTHORIZATION TO TRANSFER FUNDS FROM THE CONTINGENCY ACCOUNT TO THE FIRE VEHICLE ACCOUNT, BOTH WITHIN THE GENERAL FUND.

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Authorizing the transfer of \$70,000.00 from the contingency account to the Fire Administration account, both within the General Fund (01). One of the Fire Deputy Chief vehicles has failed inspection and a second of the same vintage is not expected to pass; thus, requesting replacement of 2 vehicles which have been cut from both 2013 and 2014 budgets. Over 50% of the fleet is over 10 years old with several dating to 1998 and 2000.

SECTION 2. This ordinance shall become effective ten (10) days after its adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

Enacted _____, 2014

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: _____

FUND TRANSFER

TO: Members of City Council

**FROM: Brian Nicarry
Chief Building and Trades Inspector**

PREPARED BY: Debra Overley
Secretary

MEETING DATE: September 22, 2014

AGENDA MEMO DATE: September 10, 2014

RECOMMENDED ACTION: Fund Transfer

BACKGROUND: The Contracted Services Fund line item has exceeded its budget amount in 2014 due to unexpected emergency demolitions that were required. Authorizing the transfer of \$37,000.00 from the Salaries Fund (01-10-38-4000) to the Contracted Services Fund (01-10-38-4216)

BUDGETARY IMPACT:
None

PREVIOUS ACTION:
None

RECOMMENDED BY:
City Controller

RECOMMENDED MOTION:
Approve the request.

BILL NO. _____ - 2014

AN ORDINANCE

AN ORDINANCE REQUESTING AUTHORIZATION TO TRANSFER FUNDS WITHIN THE BUILDING TRADES BUDGET

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Authorizing the transfer of \$37,000.00 from the Salaries Fund (01-10-38-4000) to the Contracted Services Fund (10-10-38-4216)

SECTION 2. This ordinance shall become effective ten (10) days after its adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

Enacted _____, 2014

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: _____

BILL NO. _____ 2014
AN ORDINANCE

AMENDING THE CITY OF READING CODE OF ORDINANCES CHAPTER 23 BOARDS, COMMISSIONS, COMMITTEES AND COUNCILS, PART 4 GPU STADIUM COMMISSION, TO RENAME THE COMMISSION THE FIRST ENERGY STADIUM COMMISSION, BY MAKING THIS CHANGE THROUGHOUT PART 4, AND BY AMENDING SECTION 23-405 OFFICERS AND PROCEDURAL RULES BY CHANGING THE TITLE OF AN OFFICER OF THE COMMISSION

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

SECTION 1. the City of Reading Code of Ordinances Chapter 23 Boards, Commissions, Committees and Councils Part 4 GPU Stadium Commission is amended as attached.

SECTION 2. All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached shall remain in full force and effect.

SECTION 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 be effective ten (10) days after adoption pursuant to City of Reading Home Rule Charter Article II Section 219.

Enacted _____, 2014

Council President

Attest:

City Clerk

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

PART 4
GPU *First Energy* Stadium Commission
[Adopted 2-28-2000 by Ord. No. 2-2000 (Ch. 1, Part 5I, of the 2001 Code of Ordinances)]

§ 23-401. Creation and members. [Amended 4-24-2006 by Ord. No. 32-2006]

A GPU ***First Energy*** Stadium Commission ("Commission") is hereby created which shall consist of nine qualified electors of the City of Reading ("City") to serve as liaison between the "City" and the Reading Phillies organization.

§ 23-402. Appointments and vacancies.

The members of the Commission shall be appointed by the Mayor and confirmed (four affirmative votes) by Council. ~~Two~~ **Three** of the members first appointed under this section shall serve for terms of one year, ~~two~~ **three** for terms of three years, and three for terms of five years, respectively, from the date of the approval of this section and until their respective successors have been duly appointed. Appointments of successors, in each case, will be for a period of five years. Any vacancy occurring otherwise than by expiration of term shall be filled for the unexpired term in the same manner as original appointments.

§ 23-403. Removal of members. [Added 7-26-2010 by Ord. No. 36-2010; amended 8-26-2013 by Ord. No. 35-2013]

Any member may be removed for misconduct or neglect of duty or for other just cause by a majority vote of Council taken after the member has received 15 days' advance notice of the intent to take such vote. Failure of a member to attend three consecutive regular meetings of the Board will constitute grounds for immediate removal from the Commission by City Council. Failure of a member to attend at least 50% of the regular meetings of the Board in a calendar year will constitute grounds for immediate removal from the Commission by City Council. The Chairperson of the Board shall inform the City Clerk in writing when a member has failed to comply with this attendance policy. Following such notification, City Council may vote to remove the member and seek applicants to fill the vacant position.

§ 23-404. Compensation. [Amended 7-26-2010 by Ord. No. 36-2010]

Members of the Commission shall serve without compensation.

§ 23-405. Officers and procedural rules. [Amended 7-26-2010 by Ord. No. 36-2010]

The members of the Commission shall elect their own Chairman and secretary/***treasurer*** and select all other necessary officers to serve for a period of one year. The Commission shall adopt rules and regulations for its internal organization and procedure and for the conduct of all business within its jurisdiction.

§ 23-406. Powers and duties. [Amended 7-26-2010 by Ord. No. 36-2010]

- A. The Commission, in cooperation with the City and the Reading Phillies Organization, shall supervise the operation of the GPU ***First Energy*** Stadium. The Commission will assist the City and the Reading Phillies Organization in identifying the capital needs and

repairs for the stadium, as listed in the revised and restated lease agreement dated October 25, 1999, "lease agreement." The Commission shall submit to the Public Works Director and City Council, no later than July 1 of each year, its recommendation for capital repairs and improvements to the stadium for inclusion in the City's operating budget and five-year capital plan.

- B. The lease agreement transfers the responsibility of the beer sales from the City and the prior Stadium Commission to the Reading Phillies Organization. The \$4,200 retained by the prior Stadium Commission to purchase beer products for the 2000 season shall be placed in an account titled "Stadium Capital." These monies will be expended for the capital repairs to the stadium as identified by the Commission and approved by the Public Works Operations Division Manager, as outlined in the lease agreement. This account will remain independent from all other City accounts and funds and will not be combined with the City's general fund at the end of any fiscal year. The City administration will appropriate a minimum of \$5,000 per year in this account for each fiscal year.
- C. The Commission will supply a copy of all meeting minutes to the City Clerk and shall make an annual report to Council on the operations of the Commission.

CITY OF READING
COUNTY OF BERKS
COMMONWEALTH OF PENNSYLVANIA

ORDINANCE NO. _____
ENACTED: OCTOBER __, 2014

AN ORDINANCE OF THE COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, SETTING FORTH ITS INTENT TO ISSUE A SERIES OF FEDERALLY-TAXABLE GENERAL OBLIGATION BONDS OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY ONE MILLION FIVE HUNDRED THIRTY THOUSAND DOLLARS (\$41,530,000) PURSUANT TO THE ACT OF THE GENERAL ASSEMBLY OF THE COMMONWEALTH OF PENNSYLVANIA, 53 PA.C.S. CHAPTERS 80-82, AS AMENDED, REENACTED AND SUPPLEMENTED, KNOWN AS THE LOCAL GOVERNMENT UNIT DEBT ACT (THE "ACT"); FINDING THAT A PRIVATE SALE BY NEGOTIATION IS IN THE BEST FINANCIAL INTERESTS OF THE CITY; DETERMINING THAT SUCH BONDS SHALL EVIDENCE NONELECTORAL DEBT OF THE CITY; SPECIFYING THAT SUCH INDEBTEDNESS IS TO BE INCURRED TO PROVIDE FUNDS FOR CERTAIN PROJECTS OF THE CITY WHICH INCLUDE THE FOLLOWING: (1) THE CURRENT REFUNDING OF THE CITY'S OUTSTANDING FEDERALLY-TAXABLE GENERAL OBLIGATION VARIABLE RATE DEMAND NOTES, SERIES C OF 2008 AND THE CITY'S OUTSTANDING FEDERALLY-TAXABLE GENERAL OBLIGATION VARIABLE RATE DEMAND NOTES, SERIES D OF 2008; AND (2) PAYING THE COSTS AND EXPENSES OF ISSUANCE OF THE BONDS; SETTING FORTH THE REASONABLE ESTIMATED USEFUL LIVES OF THE CAPITAL PROJECTS THAT ARE TO BE REFINANCED BY THE BONDS; ACCEPTING A PROPOSAL FOR THE PURCHASE OF SUCH BONDS AT PRIVATE SALE BY NEGOTIATION; PROVIDING THAT SUCH BONDS, WHEN ISSUED, SHALL CONSTITUTE A GENERAL OBLIGATION OF THE CITY; FIXING THE DENOMINATIONS, DATED DATE, INTEREST PAYMENT DATES, MATURITY DATES, INTEREST RATES, REDEMPTION PROVISIONS, MANDATORY REDEMPTION PROVISIONS (IF APPLICABLE) AND PLACE OF PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; AUTHORIZING SPECIFIED OFFICERS OF THE CITY TO CONTRACT WITH THE PAYING AGENT FOR ITS SERVICES IN CONNECTION WITH THE BONDS; SETTING FORTH THE SUBSTANTIAL FORM OF THE BONDS EVIDENCING THE DEBT; AUTHORIZING EXECUTION AND ATTESTATION OF SUCH BONDS; PROVIDING COVENANTS RELATED TO DEBT SERVICE APPLICABLE TO SUCH BONDS 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 BONDS, TO THE EXTENT REQUIRED BY THE ACT; DESIGNATING THE PAYING AGENT TO BE THE SINKING FUND DEPOSITARY; PROVIDING A COVENANT TO INSURE PROMPT AND FULL PAYMENT FOR SUCH BONDS WHEN DUE; SETTING FORTH REGISTRATION AND TRANSFER PROVISIONS WITH RESPECT TO SUCH BONDS;

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 BONDS, 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; DECLARING THAT THE DEBT TO BE EVIDENCED BY SUCH BONDS, 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 BONDS UPON THE APPROVAL OF THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; AUTHORIZING THE PURCHASE OF BOND INSURANCE (IF APPLICABLE); SETTING FORTH THE PROVISIONS, IF ANY, REQUIRED TO BE INCLUDED BY THE BOND INSURER; AUTHORIZING THE EXECUTION OF A CONTINUING DISCLOSURE CERTIFICATE AND COVENANTING TO COMPLY WITH THE PROVISIONS THEREOF; 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, the City, in contemplation of the issuance and sale its Federally-Taxable General Obligation Bonds in an aggregate principal amount not to exceed Forty one Million Five Hundred Thirty Thousand Dollars (\$41,530,000), to provide funds for and towards certain projects of the City, has determined that the Bonds (hereinafter defined) shall be offered for sale at a private sale by negotiation pursuant to the provisions of the Local Government Unit Debt Act of the Commonwealth, as re-enacted and amended (the “Act”) and has determined that a private sale by negotiation is in the best financial interests of the City; and

WHEREAS, the Council of the City of Reading (the “Council”) has determined that such Bonds will be designated generally as “City of Reading, Berks County, Pennsylvania, Federally-Taxable General Obligation Bonds, Series of 2014” (the “Bonds”) or such other name or designation as shall be selected by the Mayor of the City upon delivery of the Bonds in accordance with Section 7 hereof; and

WHEREAS, the Bonds shall be issued in the aggregate principal amount not to exceed Forty one Million Five Hundred Thirty Thousand Dollars (\$41,530,000); and

WHEREAS, the Council has determined to accept the proposal of PNC Capital Markets LLC (the “Purchaser”), for the purchase of the Bonds, such sale to be conditioned upon, among other things, the receipt of approval from the Department of Community and Economic Development of the Commonwealth (the “Department”) relating to the issuance of the indebtedness to be evidenced by the Bonds; and

WHEREAS, the City has heretofore issued its Federally-Taxable General Obligation Variable Rate Demand Notes, Series C of 2008 in the original principal amount of \$16,950,000 (the “2008C Notes”) and its Federally-Taxable General Obligation Variable Rate Demand Notes, Series D of 2008 in the original principal amount of \$21,230,000 (the “2008D Notes” and together with the 2008C Notes, the “2008 Notes”); and

WHEREAS, the City desires to authorize the refunding of the 2008 Notes for the purpose of substituting notes for bonds; and

WHEREAS, the Bonds which are being issued to refund the 2008 Notes will not be outstanding through a maturity date that could not have been included in the issue of the 2008 Notes; and

WHEREAS, the Council has determined to and desires to accept the proposal of the Purchaser and to incur nonelectoral debt in the aggregate principal amount not to exceed Forty one Million Five Hundred Thirty Thousand Dollars (\$41,530,000) to fund certain projects (hereinafter described) of the City pursuant to the provisions of the Act.

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

Pursuant to the provisions of this Ordinance, the Council hereby authorizes and directs the issuance of a series of Bonds in the aggregate principal amount not to exceed Forty one Million Five Hundred Thirty Thousand Dollars (\$41,530,000) to be designated generally as “City of Reading, Berks County, Pennsylvania, Feder ally-Taxable General Obligation Bonds, Series of 2014” or such other name or designation as shall be selected by the Mayor of the City upon delivery of the Bonds in accordance with the requirements of Section 7 hereof. The Bonds shall be issued and sold in accordance with the provisions of the Act by private sale by negotiation. In connection therewith, the Council hereby finds and determines that a private sale by negotiation is in the best financial interests of the City.

The Council determines that the debt to be incurred pursuant to this Ordinance, and which will be evidenced by the Bonds, shall be nonelectoral debt of the City.

A brief description of the project (the “Project”) to be funded with, among other things, the proceeds of the Bonds to be issued pursuant to this Ordinance is as follows: (1) the current refunding of the 2008 Notes; and (2) paying the costs and expenses of issuance of the Bonds.

The remaining realistic estimated useful lives of the capital projects originally financed by the 2008 Notes and to be refinanced by the Bonds range from at least 10 years to at least 20 years.

Stated installments or maturities of principal of the issue of Bonds 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 issue of the Bonds.

The City hereby finds and certifies that realistic cost estimates have been obtained for the costs of the Project from financial analysts, registered architects, professional engineers or other persons qualified by experience to provide such estimates.

In connection with the issuance and sale of the Bonds, the Council, as required by the provisions of the Act, hereby finds, determines and states (a) that the purpose of the refunding of the 2008 Notes is to substitute notes for bonds; and (b) that the refunding of the 2008 Notes is authorized and permitted under and pursuant to the provisions of Section 8241 of the Act. The Council further finds and determines that the final maturity date of the Bonds issued to effect the refunding of the 2008 Notes does not extend to a date that could not have been included in the 2008 Note issue.

The Council of the City hereby authorizes and directs its proper officers, agents and employees to execute all documents and take all actions necessary in connection with accomplishing the refunding of the 2008 Notes, including, but not limited to providing notice to the Paying Agent for the 2008 Notes, and to call the 2008 Notes for optional redemption in full on the first date the 2008 Notes are eligible to be called for optional redemption. In accordance with Section 8246 of the Act, it is the intent of the Council that the 2008 Notes shall no longer be outstanding from and after the date of the issuance of the Bonds.

Subject to the approval of the Department, as required by the provisions of the Act, the Council shall and does hereby accept the proposal of the Purchaser, for the purchase of the Bonds in accordance with the terms and conditions of this Ordinance and the Purchaser's proposal, dated October __, 2014 (the "Proposal"). The sale of the Bonds shall be for an aggregate purchase price of not less than 95.0% nor more than 110.0% of the par amount of the Bonds issued by the City, exclusive of any original issue discount and any original issue premium, plus accrued interest, if any, from the date of the Bonds to the date of delivery thereof. The Mayor is hereby authorized and directed to accept and to execute the 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. A copy of the Proposal, as presented to the Council and accepted by this Ordinance, is incorporated herein by reference and shall be attached to this Ordinance and maintained with the minutes of this meeting. The bid security, if any, accompanying the Proposal shall be held and shall be applied as provided by the Act; provided, however, that no allowance for interest shall be made by the City with respect to such bid security, except as provided by the Act.

Upon final pricing of the Bonds, the Purchaser will present to the City an Addendum to the Proposal setting forth the final terms and conditions for the Bonds, including the final principal amount, interest rates, redemption provisions and purchase price for the Bonds (the "Addendum"). As long as the terms and conditions set forth in the Addendum satisfy the

parameters set forth in this Ordinance, the Mayor is hereby authorized and directed to accept and to execute the Addendum in the name and on behalf of the City.

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

The Bonds shall be fully registered, without coupons, in denominations of \$5,000 or any integral multiple thereof, in substantially the form hereinafter set forth in Section 10. The Bonds shall be dated as set forth in the definitive Bonds as delivered to the Purchaser in accordance with the provisions hereof, and shall bear interest from that date at the applicable rates per annum as set forth in Section 8, payable in accordance with the provisions of the Bonds and this Ordinance, semiannually on May 1 and November 1 (each an "Interest Payment Date") in each year, commencing with the May 1 or November 1 following the delivery of the Bonds, until maturity or prior redemption.

The Bonds shall bear interest at rates not to exceed the maximum rates of interest and shall mature, whether by maturity or mandatory sinking fund redemption on the dates and in the amounts not to exceed the maximum amounts as set forth on Exhibit A attached hereto.

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.

In lieu of such mandatory redemption, the Paying Agent, on behalf of the City, may purchase, from money in the Sinking Fund, or the City may tender to the Paying Agent, all or part of the Bonds subject to mandatory redemption in any such year.

If a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed. For the purposes of redemption, such Bond shall be treated as representing that number of Bonds which is obtained by dividing the principal amount thereof by \$5,000, each \$5,000 portion of such Bond being subject to redemption. In the event of a partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the principal amount thereof.

Any redemption of Bonds shall be upon notice effected by mailing a copy of the redemption notice by first-class mail, postage prepaid, such notice to be sent not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption, addressed to the registered owners of Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent (hereinafter defined) as of the date the Bonds are selected for redemption; provided, however, that failure to give such notice by mailing, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding for redemption of other Bonds called for redemption as to which proper notice has been given.

If at the time of mailing of the notice of redemption the City shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the

redemption moneys with the Paying Agent no later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal and accrued interest being held by such Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions thereof shall cease to be entitled to any benefit or security under this Ordinance, and registered owners of such Bonds shall have no rights with respect to such Bonds, except to receive payment of the principal of and accrued interest on such Bonds to the date fixed for redemption.

If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or by executive order to remain closed, then the payment of such principal and interest upon such redemption 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 day on which such banking institutions are authorized to remain closed, with the same force and effect as if made on the nominal date of redemption, and no interest shall accrue after such date.

The proper officers of the City are hereby authorized, empowered and directed to contract with a bank or bank and trust company authorized to do business in the Commonwealth of Pennsylvania and who has an office in the Commonwealth of Pennsylvania (the "Paying Agent"), for its services as paying agent and sinking fund depository in accordance with the terms and conditions of the Proposal, this Ordinance and the Act. Payment of the principal of and interest on the Bonds shall be made, when due, in accordance with the provisions of the Bonds, at the corporate trust office of the Paying Agent in lawful money of the United States of America.

The Bonds shall be in substantially the form set forth in Exhibit "B". The form of the Bonds as submitted to the City is hereby approved in substantially such form, with such changes, insertions and variations as are necessary or appropriate to reflect the final terms, including, but not limited to, the name or designation and the final redemption provisions, of the Bonds as specified to the City in the delivery instructions of the Purchaser and such other changes as the Mayor may approve upon advice of counsel to the City, such approval to be evidenced by such officer's execution and delivery of the Bonds.

The Bonds shall be executed in the name and on behalf of the City by the true or facsimile signature of the Mayor of the City and the true or facsimile official seal of the City shall be affixed thereto, duly attested by the true or facsimile signature of the City Clerk. Said officers are authorized and directed to execute and attest the Bonds. The execution and delivery of the Bonds shall constitute conclusive proof of the approval of the final terms and provisions of the Bonds by the City.

No Bond constituting one of the Bonds shall be entitled to any benefit under this Ordinance nor shall it be valid, obligatory or enforceable for any purpose until such Bond shall have been registered and authenticated by the Certificate of Authentication endorsed thereon

duly signed by the Paying Agent; and the Paying Agent is authorized to register and authenticate the Bonds in accordance with the provisions hereof.

The Bonds shall initially be issued in the form of one fully-registered Bond for the aggregate principal amount of the Bonds of each maturity, which Bonds shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). The Bonds issued in the name of Cede & Co. in accordance with the provisions of this Section may be issued in typewritten form satisfactory to DTC. Except as provided below all of the Bonds shall be registered in the registration books kept by the Paying Agent in the name of Cede & Co., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Paying Agent shall exchange all or any portion of the Bonds for an equal aggregate principal amount of Bonds registered in the name of such nominee or nominees of DTC. No person other than DTC or its nominee shall be entitled to receive from the City or the Paying Agent either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books maintained by the Paying Agent, in connection with discontinuing the book-entry system as below or otherwise.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or redemption price, if any, of or interest on such Bonds shall be made to DTC or its nominee. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the City or the Paying Agent with respect to the principal or redemption price of or interest on the Bonds to the extent of the sum or sums so paid.

The City and the Paying Agent shall treat DTC (or its nominee) as the sole and exclusive registered owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to registered owners of the Bonds, registering the transfer of the Bonds, obtaining any consent or other action to be taken by registered owners of the Bonds and for all other purposes whatsoever; and neither the City nor the Paying Agent shall be affected by any notice to the contrary. Neither the City nor the Paying Agent shall have any responsibility or obligation to any participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the registration books of the Paying Agent as being a registered owner, with respect to: (1) the Bonds; (2) the accuracy of any records maintained by DTC or any such participant; (3) the payment by DTC or any such participant of any amount in respect of the principal or redemption price of or interest on the Bonds; (4) any notice which is permitted or required to be given to registered owners of the Bonds; (5) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds; or (6) any consent given or other action taken by DTC as the registered owner of the Bonds.

So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all notices required or permitted to be given to the registered owners of the Bonds under this Ordinance shall be given to DTC.

In connection with any notice or other communication to be provided to registered owners of the Bonds pursuant to this Ordinance by the City or the Paying Agent with respect to any consent or other action to be taken by registered owners of the Bonds, DTC shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action, provided that the City or the Paying Agent may establish a special record date for such consent or other action. The City or the Paying Agent shall give DTC notice of such special record date not less than 10 calendar days in advance of such special record date to the extent possible.

The book-entry system for registration of the ownership of the Bonds may be discontinued at any time if: (1) after notice to the City and the Paying Agent, DTC determines to resign as securities depository for the Bonds; (2) after notice to DTC and the Paying Agent, the City determines that continuation of the system of book-entry transfers through DTC (or through a successor securities depository) is not in the best interests of the City or the beneficial owners of the Bonds. In any such event, unless the City appoints a successor securities depository, the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated in writing by DTC, but without any liability on the part of the City or the Paying Agent for the accuracy of such designation. Whenever DTC requests the City and the Paying Agent to do so, the City and the Paying Agent shall cooperate with DTC in taking appropriate action after reasonable written notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

The City covenants to and with the registered owners from time to time of the Bonds that the City (i) shall include in its budget in each fiscal year the amount of the debt service for each fiscal year of the City in which such sums are payable, (ii) shall appropriate from its general revenues in each such fiscal year the amount required to pay debt service on the Bonds for such year, and (iii) shall duly and punctually pay or cause to be paid from its sinking fund or any other of its revenues or funds the principal amount of the Bonds and the interest due thereon at the dates and place and in the manner stated therein, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the City shall and does pledge, irrevocably, its full faith, credit and taxing power. As provided in Section 8104 of the Act, the foregoing covenant of the City shall be enforceable specifically.

The City hereby covenants to create and there is hereby created, pursuant to Section 8221 of the Act, a sinking fund for the Bonds, to be known as "Sinking Fund - City of Reading, Berks County, Pennsylvania, Federally-Taxable General Obligation Bonds, Series of 2014" (the "Sinking Fund") or such other name or designation as selected by the proper officers of the City from time to time shall be established with the Paying Agent and administered in accordance with applicable provisions of the Act and this Ordinance.

The Paying Agent shall be the "sinking fund depository" with respect to the Sinking Fund created pursuant to Section 13. The City covenants and agrees to deposit in the Sinking Fund, on or before each Interest Payment Date, an amount which shall be sufficient to permit the Paying Agent to pay on such Interest Payment Date all principal and accrued interest becoming due with respect to the Bonds. After such deposit, the

Paying Agent shall, without further authorization or direction from the City or any of its officials, upon proper and timely presentation, execution and surrender of the Bonds, with respect to the payment of principal of the Bonds, or at the Interest Payment Date, with respect to the payment of interest on the Bonds, withdraw moneys from the Sinking Fund and apply such moneys to the prompt and full payment of such obligations in accordance with the terms thereof, the terms and conditions of this Ordinance and the provisions of the Act.

Each Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication of such Bonds, unless (a) such Bonds are registered and authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from said Interest Payment Date; or (b) the Bonds are registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event such Bonds shall bear interest from such Interest Payment Date, or (c) the Bonds are registered and authenticated on or prior to the Record Date preceding the first Interest Payment Date, in which event such Bonds shall bear interest from the dated date thereof, or (d) as shown by the records of the Paying Agent, interest on such Bonds shall be in default, in which event such Bonds shall bear interest from the date on which interest was last paid on such Bonds. Interest shall be paid semiannually on May 1 and November 1 of each year, commencing with the May 1 or November 1 following the delivery of the Bonds, until the principal sum is paid. Interest on the Bonds is payable by check drawn on the Paying Agent, which shall be mailed to the registered owner whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each Interest Payment Date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bonds subsequent to such Record Date and prior to such Interest Payment Date, unless the City shall be in default in payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owners of the Bonds not less than ten (10) 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.

If the date for payment of the principal of or the interest on any Bonds 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 the payment of such principal or interest 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 on which such banking institutions are authorized to remain closed, with the same force and effect as if made on the nominal date of redemption, and no interest shall accrue after such date.

The City and the Paying Agent shall not be required: (i) 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 on which the applicable notice of

redemption is given, or (ii) to register the transfer of or exchange any portion of any Bond selected for redemption, in whole or in part until after the date fixed for redemption. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate.

The Bonds shall be transferable or exchangeable by the registered owner thereof upon surrender thereof to the Paying Agent, at its principal corporate trust office, 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 thereof or his attorney-in-fact or legal representative. The Paying Agent shall enter any transfer of ownership of the Bonds in the registration books of the City maintained by the Paying Agent and shall authenticate and deliver in the name of the transferee or transferees new fully registered Bonds of authorized denominations of the same maturity for the aggregate amount which the transferee or transferees are entitled to receive at the earliest practicable time.

The City and the Paying Agent may deem and treat the persons in whose names the Bonds shall be registered on the registration books of the City maintained by the Paying Agent as the absolute owners thereof for all purposes, whether such Bonds shall be overdue or not, and payment of the principal of and/or interest on the Bonds shall be made only to or upon the order of the registered owners thereof or their legal representatives, but such registration may be changed, as herein and in the Bonds provided. All such payments shall be valid and effectual to satisfy in full and discharge the liability of the City upon the Bonds so paid, to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The City shall cause to be kept, and the Paying Agent shall keep, at the principal corporate trust office of the Paying Agent, books for the registration, exchange and transfer of Bonds in the manner provided herein and therein so long as the Bonds shall remain outstanding. Such registrations, exchanges and transfers shall be made without charge to Bondholders, except for actual costs, including postage, insurance and any taxes or other governmental charges required to be paid with respect to the same.

The Mayor is hereby authorized and directed, in the name and on behalf of the City: (a) to prepare, execute and certify the debt statement and borrowing base certificate required by the Act; (b) to prepare, execute and file with the Department, as required by Section 8111 of the Act, a duly attested copy of this Ordinance, with proofs of proper publication, the accepted Proposal of the Purchaser and a complete and accurate transcript of the proceedings relating to the incurring of the debt to be evidenced by the Bonds, including the debt statement and borrowing base certificate; (c) to pay or to cause to be paid to the Department all proper filing fees required by the Act in connection with the foregoing; (d) to pay or cause to be paid from proceeds of the Bonds or otherwise, all costs and expenses incurred by the City in connection with the issuance of the Bonds; (e) to advertise the enactment of this Ordinance, as required by the Act; and (f) to take any and all other action, and to execute and deliver any and all documents and other instruments, required or permitted by the Act or by the Proposal of the Purchaser, or which they, in

their sole discretion, may deem necessary, proper or desirable to effect the issuance of the Bonds, to the extent not inconsistent with this Ordinance or applicable law.

It is hereby declared that the debt to be evidenced by the Bonds, together with all other indebtedness of the City, is not in excess of any applicable limitation imposed by the Act upon the incurring of debt by the City.

The proper officers of the City are hereby authorized and directed to deliver the Bonds as and when issued to the Purchaser, upon due registration and authentication thereof as provided for herein, upon receipt of full and proper payment of the purchase price therefor, provided, however, that such delivery shall be effected only after the Department has certified its approval pursuant to Section 8204 of the Act.

The Council hereby authorizes and directs the purchase of a municipal bond insurance policy or policies (the "Municipal Bond Insurance Policy") to be issued by a municipal bond insurer acceptable to the Purchaser and the Mayor insuring the payment when due of the principal of and interest on the Bonds as provided therein. Proper officers of the City are authorized and directed to take all required, necessary and/or appropriate action with respect to such insurance, including the payment of the premium thereof. Proper officers of the City are also authorized and directed to execute any and all documents or agreements with respect to such insurance, as may be required by the insurer.

With regard to the Bonds, the proper officers of the City are hereby authorized to execute a Continuing Disclosure Certificate (hereinafter defined) on behalf of the City and the City hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Certificate as required by applicable law. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

As used herein, the term "Continuing Disclosure Certificate" shall mean one or more Continuing Disclosure Certificates to be executed by the City in order to comply with Securities and Exchange Commission Rule 15c2-12, and dated the date of issuance and delivery of the Bonds from time to time, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

As used herein, the term "Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories, or other intermediaries).

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, insofar as the same shall be inconsistent herewith, shall be and the same expressly hereby are repealed.

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

DULY ENACTED, THIS ____ DAY OF OCTOBER, 2014, BY THE COUNCIL OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, IN LAWFUL SESSION DULY ASSEMBLED.

Attest:

CITY OF READING
Berks County, Pennsylvania

By: _____
Linda A. Kelleher CMC, City Clerk

Francis Acosta,
President of Council

(SEAL)

MAXIMUM DEBT SERVICE SCHEDULE

BOND FORM

REGISTERED

Number ____

REGISTERED

\$_____

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”) to the Issuer 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

FEDERALLY-TAXABLE
GENERAL OBLIGATION BOND, SERIES OF 2014

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE OF SERIES</u>	<u>CUSIP</u>
	November 1, ____	_____, 2014	

REGISTERED OWNER CEDE & CO.

PRINCIPAL AMOUNT \$_____

The City of Reading, Berks County, Pennsylvania (the “City”), a City existing under the laws of the Commonwealth of Pennsylvania (the “Commonwealth”), for value received, hereby acknowledges itself to be indebted and promises to pay to the order of the Registered Owner hereof, or registered assigns, on the maturity date stated hereon (or upon prior redemption, as hereinafter provided), upon presentation and surrender hereof, the Principal Amount shown above and to pay semiannually on May 1 and November 1 of each year prior to maturity or redemption (each an “Interest Payment Date”), beginning _____, 20__, to the registered owner hereof, interest on such principal sum, at the rate per annum stated hereon, from the Interest Payment Date next preceding the date of registration and authentication of this City of Reading, Berks County, Pennsylvania, Federally-Taxable General Obligation Bond, Series of 2014 (the “Bond”), unless (a) this Bond is registered and authenticated as of an Interest Payment Date, in which event this Bond shall bear interest from such Interest Payment Date, or (b) this Bond is registered and authenticated after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event such Bond shall bear interest from such Interest Payment Date, or (c) this Bond is registered and authenticated on or prior to the Record Date preceding _____, 201_, in which event such Bond shall bear interest from

_____, 2014, or (d) as shown by the records of _____, as paying agent, at its offices located in _____, Pennsylvania, or its successor (the "Paying Agent"), interest on such Bond shall be in default, in which event such Bond shall bear interest from the date on which interest was last paid on such Bond. Interest on each Bond is payable by check drawn on the Paying Agent, which shall be mailed to the registered owner whose name and address shall appear, at the close of business on the fifteenth (15th) day next preceding each Interest Payment Date (the "Record Date"), on the registration books maintained by the Paying Agent, irrespective of any transfer or exchange of the Bond subsequent to such Record Date and prior to such Interest Payment Date, unless the City shall be in default in payment of interest due on such Interest Payment Date. In the event of any such default, such defaulted interest shall be payable to the person in whose name the Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Paying Agent to the registered owners of Bonds (hereinafter defined) not less than ten (10) 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.

Whenever the due date for payment of interest on or principal of the Bonds or the date fixed for redemption of any Bonds 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 banks 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, interest or redemption price and no interest shall accrue thereon for any period after such due date.

This Bond is one of a series of Bonds of the City known generally as "City of Reading, Berks County, Pennsylvania, Federally-Taxable General Obligation Bonds, Series of 2014," dated as of _____, 2014 (the "Bonds"), issued by the City in the aggregate principal amount of _____ Dollars (\$_____).

The Bonds are in fully registered form, without coupons, and have been authorized and issued in accordance with the Local Government Unit Debt Act of the Commonwealth (the "Act"), without the assent of the electors, pursuant to an ordinance (the "Ordinance") of the Council duly enacted on _____, 2014. 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 that it shall include in its budget the amount of the debt service for each fiscal year of the City in which principal and/or interest on the Bonds is payable, that it shall appropriate from its general revenues any such sums for the payment of such debt service and that it shall duly and punctually cause to be paid when due principal and interest on the Bonds.

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 Bonds maturing on or after _____, shall be subject to redemption, prior to maturity, at the option of the City, in whole or in part, in any order of maturities, at any time on or after _____, at a price equal to 100% of the principal amount of the Bonds 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 _____, are subject to mandatory redemption prior to maturity on _____ 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

In lieu of such mandatory redemption, the Paying Agent, on behalf of the City, may purchase, from money in the Sinking Fund, or the City may tender to the Paying Agent, all or part of the Bonds subject to mandatory redemption in any such year.

If a Bond is of a denomination larger than \$5,000, a portion of such Bond may be redeemed. For the purposes of redemption, such Bond shall be treated as representing that number of Bonds which is obtained by dividing the principal amount thereof by \$5,000, each \$5,000 portion of such Bond being subject to redemption. In the event of a partial redemption of a Bond, payment of the redemption price shall be made only upon surrender of such Bond in exchange for Bonds of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the principal amount thereof.

Any redemption of Bonds shall be upon notice effected by mailing a copy of the redemption notice by first-class mail, postage prepaid, such notice to be sent not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption, addressed to the registered owners of Bonds to be redeemed at their addresses shown on the registration books kept by the Paying Agent (hereinafter defined) as of the date the Bonds are selected for redemption; provided, however, that failure to give such notice by mailing, or any defect therein or in the mailing thereof, shall not affect the validity of any proceeding for redemption of other Bonds called for redemption as to which proper notice has been given.

If at the time of mailing of the notice of redemption the City shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Paying Agent no later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

On the date designated for redemption, notice having been provided as aforesaid, and money for payment of the principal and accrued interest being held by such Paying Agent, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds or portions

thereof shall cease to be entitled to any benefit or security under this Ordinance, and registered owners of such Bonds shall have no rights with respect to such Bonds, except to receive payment of the principal of and accrued interest on such Bonds to the date fixed for redemption.

If the redemption date for any Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth are authorized by law or by executive order to remain closed, then the payment of such principal and interest upon such redemption 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 day on which such banking institutions are authorized to remain closed, with the same force and effect as if made on the nominal date of redemption, and no interest shall accrue after such date.

This Bond may be transferred or exchanged by the registered owner hereof only upon surrender of this Bond to the Paying Agent at its principal corporate trust office, accompanied by a written instrument or instruments of transfer 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 maintained by the Paying Agent and shall authenticate and deliver in the name of the transferee or transferees a new fully registered bond or bonds of authorized denominations of the same maturity and form for the aggregate amount which the transferee is entitled to receive at the earliest practicable time. The City and the Paying Agent may deem and treat the registered owner hereof 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 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. All payments made to the registered owner of a Bond, as herein provided, shall be valid and effectual to satisfy in full and discharge the liability of the City upon the Bond as paid.

The City and the Paying Agent shall not be required: (i) 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 on which the applicable notice of redemption is given, or (ii) to register the transfer of or exchange any portion of any Bond selected for redemption, in whole or in part until after the date fixed for redemption. Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same maturity and interest rate.

The City has caused CUSIP numbers to be printed on the Bonds as a convenience to Bondholders. No representation is made as to the accuracy of such numbers as printed on the Bonds.

No recourse shall be had for the payment of the principal of or interest on this Bond, 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 this Bond.

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 Bond 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 Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the City is 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 Depositary, a sinking fund for the Bonds and shall deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable; and that for the prompt and full payment of all obligations of this Bond, 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 Bond to be signed in its name and on its behalf by the signature of the Mayor and its corporate seal to be hereunder affixed, duly attested by the signature of the City Clerk, as of the ____ day of _____, 2014.

CITY OF READING
Berks County, Pennsylvania

By: _____
Vaughn Spencer, Mayor

Attest: _____
Linda A. Kelleher CMC, City Clerk

(SEAL)

(FORM OF PAYING AGENT’S CERTIFICATE)

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____, 2014

It is certified that this Bond is a Bond issued under the provisions of the within-mentioned Ordinance.

_____, as
Paying Agent
By _____

Authorized Officer

STATEMENT OF INSURANCE

TO BE PROVIDED UPON SELECTION OF BOND INSURER

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, _____ (the "Transferrer"), the undersigned, hereby sells, assigns and transfers unto

Name (the "Transferee")

Address

Social Security or
Federal Employer Identification
No.

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

Date: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized signature guarantee program.

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) as it appears 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 should be supplied.

(END OF BOND FORM)

CITY OF READING
BERKS COUNTY, PENNSYLVANIA

TAXABLE GENERAL OBLIGATION BONDS, SERIES OF 2014

MAXIMUM DEBT SERVICE REQUIREMENTS

DATE	PRINCIPAL	MAX RATE	INTEREST	DEBT SERVICE	FISCAL YEAR DEBT SERVICE
1-Nov-14 1-May-15			1,349,725.00	1,349,725.00	
1-Nov-15 1-May-16	420,000.00 -	6.500%	1,349,725.00 1,336,075.00	1,769,725.00 1,336,075.00	3,119,450.00 -
1-Nov-16 1-May-17	420,000.00 -	6.500%	1,336,075.00 1,322,425.00	1,756,075.00 1,322,425.00	3,092,150.00 -
1-Nov-17 1-May-18	500,000.00 -	6.500%	1,322,425.00 1,306,175.00	1,822,425.00 1,306,175.00	3,144,850.00 -
1-Nov-18 1-May-19	630,000.00 -	6.500%	1,306,175.00 1,285,700.00	1,936,175.00 1,285,700.00	3,242,350.00 -
1-Nov-19 1-May-20	960,000.00 -	6.500%	1,285,700.00 1,254,500.00	2,245,700.00 1,254,500.00	3,531,400.00 -
1-Nov-20 1-May-21	1,100,000.00 -	6.500%	1,254,500.00 1,218,750.00	2,354,500.00 1,218,750.00	3,609,000.00 -
1-Nov-21 1-May-22	1,565,000.00 -	6.500%	1,218,750.00 1,167,887.50	2,783,750.00 1,167,887.50	4,002,500.00 -
1-Nov-22 1-May-23	1,545,000.00 -	6.500%	1,167,887.50 1,117,675.00	2,712,887.50 1,117,675.00	3,880,775.00 -
1-Nov-23 1-May-24	1,435,000.00 -	6.500%	1,117,675.00 1,071,037.50	2,552,675.00 1,071,037.50	3,670,350.00 -
1-Nov-24 1-May-25	1,340,000.00 -	6.500%	1,071,037.50 1,027,487.50	2,411,037.50 1,027,487.50	3,482,075.00 -

1-Nov-25	1,335,000.00	6.500%	1,027,487.50	2,362,487.50	3,389,975.00
1-May-26	-		984,100.00	984,100.00	-
1-Nov-26	1,205,000.00	6.500%	984,100.00	2,189,100.00	3,173,200.00
1-May-27	-		944,937.50	944,937.50	-
1-Nov-27	1,495,000.00	6.500%	944,937.50	2,439,937.50	3,384,875.00
1-May-28	-		896,350.00	896,350.00	-
1-Nov-28	1,315,000.00	6.500%	896,350.00	2,211,350.00	3,107,700.00
1-May-29	-		853,612.50	853,612.50	-
1-Nov-29	1,105,000.00	6.500%	853,612.50	1,958,612.50	2,812,225.00
1-May-30	-		817,700.00	817,700.00	-
1-Nov-30	3,935,000.00	6.500%	817,700.00	4,752,700.00	5,570,400.00
1-May-31	-		689,812.50	689,812.50	-
1-Nov-31	4,480,000.00	6.500%	689,812.50	5,169,812.50	5,859,625.00
1-May-32	-		544,212.50	544,212.50	-
1-Nov-32	9,630,000.00	6.500%	544,212.50	10,174,212.50	10,718,425.00
1-May-33	-		231,237.50	231,237.50	-
1-Nov-33	7,115,000.00	6.500%	231,237.50	7,346,237.50	7,577,475.00
	41,530,000.00		38,838,800.00	80,368,800.00	80,368,800.00

BILL NO. _____ 2014
AN ORDINANCE

AN ORDINANCE AUTHORIZING THE TRANSFER OF FUNDS WITHIN THE 2014 BUDGET FOR THE PURPOSE OF THE STABILIZATION, REHABILITATION AND PROJECTED OPERATING COSTS OF THE PENN SQUARE PROPERTIES.

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

Section 1. Authorizing the transfer of \$300,000.00 from the Contingency account (01-14-91-4739) to the Building Repairs and Consulting Account (01-10-39-4401).

Authorizing the transfer of \$35,000.00 from the Contingency account (01-14-91-4739) to the Electricity Account (01-10-39-4101).

Authorizing the transfer of \$30,000.00 from the Contingency account (01-14-91-4739) to the Gas- UGI account (01-10-39-4133).

Section 2. This ordinance shall become effective ten (10) days after its adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

Enacted _____, 2014

President of Council

Attest:

City Clerk

(Council Staff)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

RESOLUTION NO. _____ 2014

CONFIRMING WILLIAM STOUTD, JR. AS DIRECTOR OF FIRE AND RESCUE SERVICES FOR THE CITY OF READING IN ACCORDANCE WITH ARTICLE VI, SECTION 603 OF THE CITY OF READING HOME RULE CHARTER, AS AMENDED.

WHEREAS, City of Reading Mayor Vaughn D. Spencer has recommended the hiring of William Stoudt, Jr. as Director of Fire and Rescue Services; and

WHEREAS, Mayor Vaughn D. Spencer is confident in the capabilities of William Stoudt, Jr. and his ability to perform the duties and responsibilities of the Director of Fire and Rescue Services.

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

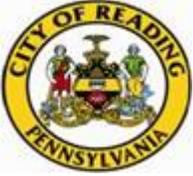
That Mayor Vaughn D Spencer's recommendation to appoint William Stoudt, Jr. as the City's Director of Fire and Rescue Services, effective October 1, 2014, is hereby confirmed in accordance with Article VI, Section 603 of the City of Reading Home Rule Charter, as amended.

Adopted Council _____, 2014

President of Council

Attest:

City Clerk



AGENDA MEMO

To: City Council

From: Carole Snyder, Managing Director

Date: September 3, 2014

Subject: Reading Area Firefighters Museum

The Reading Area Firefighters Museum (the Museum) is located on South 5th and Laurel Streets in Reading, in the station which housed Liberty Fire Co. No. 5. The mission of the Museum, staffed entirely by volunteers, has been as a permanent facility to house and display items related to the history of firefighting in Reading and Berks County.

Both the City and the Museum are desirous of entering into both a lease agreement and an MOU to document the terms of the relationship going forward. We are, therefore, seeking Council approval of the attached ordinance and MOU.

CC: Vaughn D. Spencer, Mayor

RESOLUTION NO. _____-2014

DIRECTING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF READING AND THE READING AREA FIREFIGHTERS MUSEUM, INC. FOR PREMISES LOCATED AT 501 SOUTH 5TH STREET, READING, BERKS COUNTY, PA

WHEREAS, the City of Reading ("City") is the fee simple owner of a piece of property located at 501 South 5th Street; and

WHEREAS, the City and the Reading Area Firefighters Museum, Inc. jointly desire to find a long-term solution to protect, enhance and preserve this valuable Reading landmark.

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

SECTION 1. Directing the Mayor to execute the amendment to the Memorandum of Understanding between the City of Reading and the Reading Area Firefighters Museum, Inc. as attached in Exhibit A.

SECTION 2. This Resolution shall become effective immediately.

Adopted _____, 2014

Council President

Attest:

City Clerk

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF READING AND THE READING AREA
FIREFIGHTERS MUSEUM, INC. FOR PREMISES LOCATED AT 501 SOUTH
5TH STREET, READING, BERKS COUNTY, PA

WHEREAS, the City of Reading (“City”) owns certain property situate at 501 South 5th Street, Reading, Berks County, PA; and

WHEREAS, concurrent with this Memorandum of Understanding, the Mayor will execute a lease between the City and the Reading Area Firefighters Museum, Inc. (“Museum”) for said property; and

WHEREAS, the City and the Museum desire to set forth in writing certain understandings related to the lease.

WHEREAS, this Memorandum of Understanding between the City and the Museum will set forth the terms of these understandings:

1. The City will allow for installation of a fire and security system by the Museum’s vendor at no cost to the City.
2. Within twelve to eighteen months of the adoption of this Memorandum of Understanding by City Council, the Museum will develop and present to City a long range strategic plan for its long-term viability, including a vision, a plan for self-sufficiency/sources and uses of funds.
3. The Museum will present an annual report to the City of its operations and planning efforts to date.
4. All amendments to this Memorandum of Understanding shall be in writing and approved by the governing bodies of each party.

Date: _____

City of Reading

By _____
Mayor

Attested:

City Clerk

Date: _____

Reading Area Firefighters Museum, Inc.

By _____

Attested:

RESOLUTION NO. _____ 2014

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

Approving the Conditional Use application submitted by City Light Ministries, PO Box 12373, Reading 19612 and Joe Sclafani (tenants), for a temporary shelter use at the church located at 246 North 9th Street with conditions as attached.

Adopted by Council _____, 2014

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher CMC
City Clerk

(Council Staff)

IN RE: APPLICATION OF : BEFORE THE CITY COUNCIL
CITY LIGHT MINISTERIES :
FOR A CONDITIONAL USE : OF THE CITY OF READING,
PERMIT TO OPERATE A : PENNSYLVANIA
TEMPORARY SHELTER :
246 N. 9th ST., :
READING, BERKS COUNTY, PA :

**DECISION OF THE CITY OF READING
CITY COUNCIL ON A CONDITIONAL USE APPLICATION**

AND NOW, this 22nd day of September, 2014, after a hearing held on September 3, 2014, upon the application of City Light Ministries, PO Box 12373, Reading 19612 and Joe Sclafani, tenants of 246 North 9th Street, notice of such hearing having been first sent, posted and advertised in accordance with the provisions of the Pennsylvania Municipalities Planning Code and the City of Reading Zoning Ordinance, as amended, the City of Reading City Council (hereinafter "Council") renders the following decision:

FINDINGS OF FACT

City Council finds the following facts:

1. The Applicant City Light Ministries, PO Box 12373, Reading 19612 and Joe Sclafani, tenants, (hereinafter applicant), 246 North 9th Street.
2. Applicant is the tenant of the fee simple owner of the property of 246 North 9th Street (hereinafter Subject Property), owned by Spring Valley Church of God at the time of application and at the time of the hearing.
3. The Subject Property is located in the CR zoning district as that term and district is defined by the City of Reading Zoning Ordinance, as amended, (hereinafter referred to as "Zoning Ordinance").
4. Applicant is seeking a Conditional Use permit to use the property as a temporary shelter between October and April for the homeless as per the Zoning Ordinance per §600-808 B 3 (f) and §600-1203 and 1204 Conditional Use.
5. The Applicant attended the hearing.
6. The Solicitor for the City entered the agenda with all attachments onto the record without objection from the Applicant.
7. The Applicant stated that the Property has a zoning permit for a church and began operating a breakfast program for the homeless in 2011 and identified the need for a temporary shelter for homeless individuals who cannot be served by the existing homeless facilities, when he began operating a Code Blue 323

program and providing support services to the individuals who use the program. The Applicant stated that he serves 40 people per night who cannot be served by other existing homeless programs.

8. The Applicant stated that he has been working with the City and an architect to make the required code improvements to the interior of the building and make improvements to the exterior when the interior project is completed.
9. The Applicant did not provide information on the number of employees working at this location or information about the availability of off-street parking.
10. The zoning administrator and the Planning Commission recommended approving the permit with conditions.

DISCUSSION

The Applicant is seeking a Conditional Use Permit for a temporary shelter program within the building annually between the months of October and April. The building is located in a CR zoning district.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Subject Property at 246 North 9th Street is located in the CR Zoning District.
2. Hearing was held on September 3, 2014.
3. Applicant requests a Conditional Use permit for a temporary shelter within the church located at 246 North 9th Street.
4. The burden of proof for an application for a Conditional Use is upon the Applicant.
5. City of Reading City Council is permitted to grant Conditional Uses, with conditions and other relief as set forth in the Zoning Ordinance of the City of Reading and Pennsylvania Municipalities Planning Code upon compliance with the requirements therefore set forth in the Zoning Ordinance.
6. The Applicant did not provide information on the number of employees working at this location or the availability of off-street parking.
7. The Applicant testified that he is working to make the required code improvements to the building and that he offers support programs to end homelessness to those who use the temporary shelter during the cold weather months.
8. Applicant did not file an application for other relief from the City of Reading Zoning Hearing Board.

DECISION

After reviewing the Applicant's request in detail, City Council enters the following decision:

1. The application of City Light Ministries, PO Box 12373, Reading 19612 and Joe Sclafani, tenants, (hereinafter applicant), 246 North 9th Street for a conditional use permit for a temporary shelter is hereby approved with the following conditions:
 - a. The property shall meet all applicable Building, Trades and Fire Code requirements required by the City's Building and Trades Division and the Fire Department. The property shall also obtain a Certificate of Occupancy prior to the issuance of the Conditional Use permit and prior to the opening of the temporary shelter.
 - b. The occupancy load for the temporary shelter shall not exceed 40.
 - c. The temporary shelter shall be permitted on the first floor of the property with separate sleeping quarters for the male and female clients.
 - d. All occupants shall vacate the premises by 9:00 AM prevailing time each day and shall be subject to verification upon unannounced site visits by a City official. The occupants may remain at the church after 9 AM if they are participating in the support programs to end homelessness offered by the church.
 - e. The basement shall not be used as a sleeping area at any time.

This is the decision of the City of Reading City Council by a vote of ___ to ___.

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

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

That Burlee Adams is reappointed to the Berks County Convention Center Authority with a term ending August 29, 2018

Adopted by Council_____, 2014

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher
City Clerk

RESOLUTION NO. _____ 2014

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

Authorizing Stevens and Lee to file litigation with the Berks County Common Pleas to require the mayor to execute the 4th Addendum to the Water Lease Agreement with the Reading Area Water Authority, as per the Override of the Veto of Bill 61-2014 on August 25, 2014.

Adopted by Council _____, 2014

Francis G. Acosta
President of Council

Attest:

Linda A. Kelleher CMC
City Clerk