



# ***CITY COUNCIL***

## ***Standards of Living Committee***

**Monday, August 17, 2015  
Council Office  
5:15 pm**

**The Standards of Living Committee's responsibilities and topics include but are not limited to Housing Planning strategies, Building, Trades and Property Maintenance Inspection and Enforcement, Public Safety, Public Works, Police, Fire, Neighborhood Parks, Neighborhood Revitalization, Community Development, Customer Service, Graffiti Abatement, Community Group Organization and Support**

**Committee Members:** Mr. Sterner, Mr. Daubert (Co Chairs) and Mr. Marmarou

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

*All electronic recording devices must be at the entry door in all meeting rooms and offices, as per Bill No. 27-2012*

### **I. Update Hillside MOU**

### **II. Agreements with Organizations that utilize City facilities**

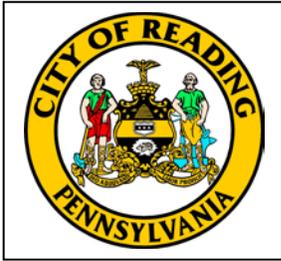
- a. Baer Park Fieldhouse** – include use as polling place for Primary and Gen Elections
- b. East Ends**
- c. Green House**
- d. Fire Tower**
- e. Redevelopment Authority**
- f. Playground Associations & Other Organizations**

### **III. Updates**

- UGI Meter Relocation and Utility Cuts and Enforcement of Street Cut Ordinance re maintenance of street cuts – in progress**
- Zoning Backlog**
- Baer Park Fieldhouse Boxing Use**

**Follow Up:**

- **Zoning Changes Needed to Implement Comprehensive Plan**



# *CITY COUNCIL*

## *Standards of Living Committee*

**Monday, July 20, 2015**  
**Meeting Report**

**Committee Members Attending:** D. Sterner, C. Daubert (Co-Chair)

Others Attending: F. Denbowski, R. Johnson, T. Profit, T. Coleman, D. Klahr, V. Spencer, C. Snyder, Sgt. Major T. Wright, M. Goodman-Hinnershitz, D. Reed, L. Kelleher, B. Rivera

The meeting was called to order at 5:30 pm by Mr. Daubert.

### **I. Hillside MOU**

Mr. Sterner requested Mr. Denbowski lead discussion on this topic as he has been directly involved.

Mr. Denbowski stated that he attended a meeting with Hillside Playground Association to determine what needed to occur in order to continue having the Holiday Light program at Hillside. He stated that joining the meeting are Tim Profit from Savage 61 and Sergeant Major Wright who will brief the group on what they hope to do with the Hillside Playground.

Mr. Sterner stated that the only group that isn't in attendance is the IBEW.

Mr. Spencer stated that he is sure the IBEW is aware of this issue but he knows nothing more than that.

Mr. Denbowski stated that the draft MOU will provide some clarity on what each party that is participating is responsible for in terms of this event. He stated that the protection of all parties involved is of the utmost importance which is why Mr. Coleman is present as legal representation.

Sgt. Major Wright stated that he has approximately 680 JROTC students willing to do community service and a few more college-aged individuals that would like to get involved as well.

Mr. Sterner stated that he is concerned with having so many people involved. He noted the need for the event to be properly coordinated to ensure that it is organized.

Mr. Profit stated that his organization's part in this endeavor will be financial only and other needs will be covered by the JROTC.

Mr. Denbowski stated that the MOU will be between two parties, the City of Reading being one of those parties. He questioned the name of the other party.

Mr. Profit stated that he is open to suggestions on the name of the group.

Mr. Sterner questioned the use of profits from this program. Mr. Profit stated that any profits would not go to the City. He stated that he doesn't believe this should be about generating funds but should funds be generated, his organization will draft a check to the JROTC. He questioned an appropriate term for this MOU so that he can put together a business plan.

Mr. Denbowski questioned Mr. Coleman if a specific board or committee has to be created in order to enter into a binding agreement with the City. Mr. Coleman stated that it does not necessarily need to be a board or committee as long as the responsibilities are clearly specified in the MOU.

Mr. Profit stated that he would feel more comfortable giving this entity a specific name and deciding on the partners.

Mr. Sterner suggested that a meeting be held with the administration to determine what each party is looking to obtain from this program.

Mr. Profit concurred stating that he needs to understand the size of the City's commitment as that will determine how his organization will proceed. He stated his understanding that the term of the MOU would be discussed during this meeting. He stated that there are other questions that he will need answered regarding the already existing equipment and how much of that must be replaced.

Mr. Denbowski expressed the belief that most of the equipment will need to be replaced.

Mr. Sterner questioned what role the Recreation Commission has in this program.

Ms. Klahr stated that the Recreation Commission is the designated public service agency that oversees the parks in the City. She stated that the City pays the Rec Commission to run programs and clean the facilities. In some cases, the Rec Commission manages these facilities on behalf of the City. She stated that she had presented a Park and Playground management agreement to Council providing the Rec Commission with oversight for any organization using public property for activities. She expressed her concern with agreements made by the City for public properties such as the playgrounds when the Rec Commission is not included and therefore doesn't have proper oversight of the organization's activities. However, the Commission is responsible for oversight of these public lands.

Mr. Daubert suggested Ms. Klahr's concerns could be written into the MOU.

Mr. Denbowski agreed stating that he is hoping to get all parties that need to be involved participating so that agreements with other entities are clear and concise and can withstand changes in administrations. He stated that in the past these kinds of agreements have not been clearly defined with all the pertinent parties.

Ms. Klahr stated that the Rec Commission needs a point person to hold someone accountable when they use public property.

Mr. Profit reiterated that he is looking to have a long term commitment from the City with this MOU.

There was discussion regarding what might be included in this specific MOU.

Mr. Daubert expressed his belief that a 5-year agreement seemed appropriate for this endeavor.

Mr. Denbowski brought up the issue of storage and asked where the equipment would be stored. Mr. Profit stated that equipment with value would be stored off sight in a secure location.

Mr. Denbowski questioned when the ball field would need to be closed for use. Mr. Profit stated that he doesn't believe set up will require two months given the manpower he'd have. However, he noted that until he gets through the first season he is unsure about many things.

Mr. Denbowski stated that there is also the question of requiring more maintenance from Public Works.

Mr. Johnson stated that this agreement will need to have clarity provided as to what is City-owned and what is Savage owned so that it can be clear who is providing security for those items.

Ms. Klahr request that Mr. Profit consider allowing the usage of the field through the end of September.

Mr. Profit stated that he will be unsure about the length of set up until he actually goes through one cycle.

There was discussion regarding the electrical issues and it was agreed that an inspection by the City would have to be performed prior to set up.

Mr. Sterner questioned if Mr. Profit had any other concerns.

Mr. Profit stated that his only concern is with the potential termination of the agreement. He stated that with each new administration, he's apprehensive that the agreement will be terminated without some protection to this new organization.

Mr. Denbowski stated that the MOU will be drafted to protect all parties involved.

Mr. Johnson reiterated the need to define what items belong to whom in the MOU document.

Ms. Goodman-Hinnershitz suggested that a photographic inventory of all items be taken so that there is no question as to who has ownership of what.

Mr. Profit stated that he will need liability insurance and asked if the City had suggestions for him. Ms. Klahr stated that she could make some recommendations and that he will have to be very specific in what would be covered.

Mr. Denbowski stated that he will schedule a meeting with all parties to inspect the premises in order to determine what is in working condition and what needs to be replaced.

### **I. Baer Park Fieldhouse**

Ms. Snyder stated that she was recently made aware that the Intercity Boxing Club was being operated by someone other than the person that was authorized to do so. Upon confirmation of that news, she and Mr. Spencer spoke with Marshall Kauffman who expressed an interest in running a youth boxing program. She stated that a meeting was held at the Park with the individuals operating the current boxing club.

Ms. Snyder stated that there had been concerns regarding access to the restrooms and Mr. Kauffman assured her that remedying that situation would not be a problem. She stated that in addition, Mr. Kauffman recruited an individual who has already passed all clearances required to work with youth. She stated that there would be no interruption of the Intercity Boxing club and it would continue to run under Mr. Kauffman's authority.

Mr. Daubert questioned if this agreement had a term. Ms. Snyder stated that there has not been an agreement signed yet with specific elements outlined.

Ms. Reed expressed her frustration regarding how this Boxing Club has negatively impacted the surrounding community as the club closed the facility to other uses. She noted that this location is the only place the community can meet and it has solely been used for the Intercity Boxing Club. She feels it is not fair to the people in that neighborhood and they have expressed their frustrations as well.

Ms. Snyder stated that there is no other suitable venue to accommodate the Intercity Boxing Club; however, if the City can assist in finding a more suitable location, that is something that can be further discussed.

Ms. Goodman-Hinnershitz stated her understanding that when the City created the Rec Commission, any previous usage of the facility would continue to occur. However, there is not a signed agreement in place for this activity and it has changed hands without notifying the Rec Commission. She stated that this has really become a difficult issue to deal with.

Mr. Daubert questioned how many people the club serves. Ms. Snyder stated that the number fluctuates.

Ms. Klahr stated that she does not feel Baer Park is an appropriate venue for the Intercity Boxing Club to operate. She stated that at the time when the agreement was made for the club to operate there, it was not heavily used by the community. She stated that she doesn't discount that they have fixed up certain parts of the facility. However, she stated that it is now a very different scenario as Baseball Town Charities put \$90,000 into Baer Park and port-o-potties are still being utilized. There is not a public facility to use for meetings, for playground programs, etc. She stated that the boxing club serves less than 25 individuals on average. She stated that while she supports boxing, she doesn't feel this is an appropriate use of that facility.

Ms. Klahr stated that she has researched alternate locations for the boxing club to operate and there are other suitable venues. She stated that another concern she has is that fees are being charged for membership to this program.

Ms. Snyder agreed that Ms. Klahr's concerns need clarification. She stated that in speaking with Mr. Kauffman, they agreed that no individual should be turned away due to lack of funds. This will be specifically outlined and written into the MOU.

Ms. Reed questioned if, legally, Council could terminate this agreement. Mr. Coleman stated that without knowing specific details, he cannot accurately answer at this time.

Ms. Reed stated that she strongly believes another location for the boxing club should be found so that the fieldhouse can again be used by the community the way it was intended to be used. Mr. Sterner agreed.

Ms. Snyder agreed that if another, more suitable location was found, further discussion on this would occur.

Meeting was adjourned at 7:05pm.

Respectfully submitted,  
*Bea Rivera*  
Legislative Aide

**LEASE AGREEMENT**

THIS AGREEMENT WITNESSETH, that the CITY OF READING, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter referred to as the "Lessor", in consideration of the rents and covenants hereinafter mentioned, does demise and lease unto EAST END ATHLETIC CLUB, a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania, hereinafter referred to as the "Lessee".

ALL THAT CERTAIN piece of ground and the building thereon erected, known as the "Mineral Spring Hotel" property, in the said City of Reading, County of Berks and Commonwealth of Pennsylvania, as depicted on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD unto the said East End Athletic Club, subject to the conditions of this Lease, for a term of three (3) years, beginning October 1, 2009, and ending September 30, 2012.

IN CONSIDERATION OF WHICH the said East End Athletic Club agrees to pay the said City of Reading the sum of SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per month, payable monthly in advance at the Office of the Director of Finance or his designee of said City of Reading, or at such place within said City as said Lessor may in writing from time to time direct, without demand being made therefore, and to pay within thirty (30) days after the same shall become due and payable all bills for gas, electric, and water, consumed in or on said premises during the continuance of this Lease, and after that time, until the supply of the same is stopped by the proper authorities. In addition, Lessee shall be responsible for and pay the cost of all trash and garbage collection.

In addition to the monetary rent and other payments required herein, the East End Athletic Club further agrees to pay promptly any and all real estate taxes which may be levied against the within premises.

The Lessee further covenants that it will not assign this Lease nor sublet the said premises, nor any part thereof, or use or occupy the same for any other purpose than as a private club without the written consent of the said Lessor first had and obtained and during the said term shall keep the said premises in good condition, order and repair, remove or cause to be removed any and all ashes, rubbish or refuse matter therefrom, and at the termination thereof, deliver up the said premises in as good condition, order and repair as the same now are, reasonable wear and tear, and damage by accidental fire excepted.

The said Lessee agrees to make all necessary alterations, improvements or repairs to the interior and exterior of said premises at its own expense, subject to the supervision and approval of the Director of Public Works or such other individual as may be designated in writing by the Mayor of the City of Reading. In the event another individual is so designated, the Mayor shall provide Lessee with a copy of the appointment of such individual in writing. The Lessee agrees to be responsible for the maintenance of the grounds surrounding the premises as depicted on Exhibit "A" attached hereto and made a part hereof and cross-hatched. Maintenance shall include, but not be limited to, removal of all trash and debris which may be found in and upon such grounds.

Lessee shall be responsible for maintaining, repairing and plowing of the access road from the point depicted on Exhibit "A" attached hereto and made a part hereof.

And the said Lessee further agrees that if the rent shall remain unpaid for a period of thirty (30) days thereafter, then the Lessor may enter the premises, and proceed by distress and sale of the goods there found to pay the Lessor the rent in arrears and all

costs and officer's commission, including the five percent attorneys fees.

The said Lessee further agrees that all goods on the said premises and for thirty (30) days after removal, shall be liable to distress for rent, and hereby waives the benefit of all exemption laws in relation thereto. And said Lessee further agrees that this waiver shall extend and be applicable to any process, execution or executions, that may be issued in any and all suits, actions or proceedings, for the collection of rent due and in arrears, for any gas, electric, real estate taxes, or water bills, left unpaid, for any expense incurred in removing ashes, rubbish or refuse from said premises, or any other bill required to be paid by the Lessee which is left unpaid, and for damages for the non-fulfillment of any covenant(s) herein contained.

It is further agreed that the said Lessor shall have the option to renew this Lease for up to two (2) additional terms of one (1) year each provided that Lessor gives Lessee at least One Hundred Eighty (180) days written notice prior to the expiration of the Lease term of its intention to exercise its option to renew as set forth hereunder. Upon exercise of the option to renew and so long as Lessee is not in default at the time that the new term commences, all of the terms and conditions of this Lease shall remain in effect with the exception that the rental amount will be subject to good faith negotiation between Lessor and Lessee. In the event that the parties cannot agree on the rental amount, the Lease shall terminate at the expiration of its term.

It is further agreed that Lessor may at any time terminate the term of this Lease upon One hundred Eighty (180) days prior written notice in the event that Lessor shall in its sole discretion determine that the premises are needed for or to further the exercise of its municipal powers for the benefit of the public.

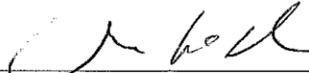
And it is further agreed that if the said rent shall at any time be in arrears and unpaid, or if the said Lessee shall sublet or otherwise use the said premises that as above expressed, or shall fail to comply with the conditions of this Lease, or notice given under the terms hereof, or shall not well and truly perform and fulfill all covenants or conditions herein contained by said Lessee to be performed and kept, then this Lease shall, at the option of the said Lessor, cease and absolutely determine and any attorney may immediately thereafter as attorney for the said Lessee, at the sole request of the said Lessor, sign an agreement for entering in any competent court, an amicable action and judgment in ejectment (without any stay of execution or appeal) against the said Lessee and all persons claiming under said Lessee for the recovery by the said Lessor of possession of the nearby demised premises, without any liability on the part of the said attorney, for which this shall be a sufficient warrant; and therefore upon a writ of habere facias possessionem may issue forthwith without any prior writ or proceeding thereon, or concerning the same; and hereby agrees that no writ of error or objection or exemption shall be made or taken thereto; and a copy of this Lease, verified by affidavit, being filed in said action, it shall not be necessary to file the original as a warrant of attorney, any law or rule of court to the contrary notwithstanding. No such determination of this Lease not taking nor recovering possession of the premises shall deprive the Lessor of any other action against the Lessee for possession, for rent, for any gas, electric, real estate taxes or water bill left unpaid, for any expenses incurred in removing the ashes, rubbish or refuse matter from said premises, or for damages.

Notwithstanding anything herein contained to the contrary, Lessor shall have the right and the commencement of the term of this Lease shall be conditional upon Lessor

inspecting the premises being leased hereunder to determine if there are any structural or other major defects with respect to the building situated on the premises. If any such structural or other major defects are found as a result of such inspection, Lessee shall promptly make the necessary repairs prior to the commencement of the term of this Lease. Lessor shall have the right from time to time with twenty-four (24) hours prior written notice to enter upon the premises for the purpose of making an inspection to determine if repairs are necessary. In the event the repairs are determined to be necessary by Lessor, Lessor shall provide Lessee with thirty (30) days prior written notice to make such repairs and thereafter such repairs shall be commenced and completed within a sixty (60) day period by Lessee at Lessee's expense. In the event Lessee shall not make such repairs, the Lessor shall have the right to make such repairs and charge Lessee the cost of same as additional rent.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Lease this 21<sup>ST</sup> day of SEPTEMBER, 2009.

CITY OF READING

By:   
Mayor

Attest:  
  
City Clerk

EAST END ATHLETIC CLUB

By:  PRES.  
President

Attest:  
  
\_\_\_\_\_  
Secretary

**Memorandum of Understanding**

Between

City of Reading  
815 Washington Street  
Reading, PA 19601-3615

And

PermaCultivate  
556 S. 18th Street  
Reading, PA 19606

This MEMORANDUM OF UNDERSTANDING (MoU) is hereby made and entered into by and between The City of Reading, hereinafter referred to as Party A, and PermaCultivate, hereinafter referred to as Party B.

**A. PURPOSE:**

The purpose of this MoU is to establish mutually acceptable guidelines for the terms of use for the City Greenhouse by Party B. The City Greenhouse, located on Constitution Blvd. in City Park, is owned by Party A and is currently operated and maintained by the Department of Public Works.

In lieu of a formal lease agreement, which both parties intend to pursue with involvement and approval of Council, Party A agrees to provide the necessary authorization, information, and access to the City Greenhouse to Party B for the purposes of establishing a commercial-scale farming operation in one vacant portion of the building with the potential for future expansion into other areas of the building.

The scope of the agreement includes Party A and Party A's departments including the Department of Public Works, as well as Party B and Party B's Reading Roots Urban Farm project.

**B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

Party A Mutual Benefits and Interests

Outlined by the 2007 City Park Master Plan<sup>1</sup>, the City Greenhouse is "*underused and more public programs should be integrated into the use of the greenhouse*" (p. 14). This MoU benefits Party A by providing an opportunity to execute the following objective in the plan:

"In order to incorporate the Greenhouse into City Park the city should coordinate with local senior citizens groups, the School District, and Master Gardeners groups, and other interested community organizations to develop a greater public involvement in the Greenhouse." (p. 24)

Additional mutual benefits for Party A include the potential for income generation and cost reduction from a long-term lease of the facility.

#### Party B Mutual Benefits and Interests

The City Greenhouse is an essential component of Party B's Reading Roots Urban Farm project. The facility, which is located in close proximity to several educational institutions as well as other partners of Party B, will be utilized for both intensive food production and regular educational programming. Party B will benefit from immediate use of the greenhouse to prepare for and produce food as a vendor at the 2011 Penn Street Market, a city-county initiative related to Party A's Downtown 20/20 and Main Street Program goals.

#### C. PARTY B SHALL:

Establish and conduct operations [described in operation overview] in the partial front area of the building, which includes two tables in the front and one of the rear tables, with respect to Party A's operations

1. Observe established facility operation policies and procedures
2. Observe greenhouse management best practices
3. Reserve the ability to alter the space (described in C1.), within reason, as necessary for effective operation and execution of production plans. If the agreement is cancelled the area must return to the condition that it was before the agreement was enacted.
4. Accommodate space to Party A for Spring planting and other operations as needed
5. Offer regularly scheduled public tours
6. Conduct regular workshops with classes from the school district and other partners

<sup>1</sup> [http://www.readingpa.gov/mayor\\_city\\_park\\_master\\_plan.asp](http://www.readingpa.gov/mayor_city_park_master_plan.asp)

7. Provide Party A with a calendar of planned events and daily operation schedule, including a daily building log for staff and visitors
8. Provide liability insurance of \$2 million to cover general risks associated with Party B's operation
9. Indemnify Party A from risks directly associated with Party B's operation

**D. PARTY A SHALL:**

1. Conduct operations with respect to Party B's operations
2. Remain responsible for overall facility management and operation
3. Provide Party B necessary authorization and access to the building and building facilities including but not limited to electrical hook-ups, water supplies, and restroom.
4. Provide Party B documentation of all building operation policies and procedures
5. Provide Party B monthly utility cost reports in order to begin tracking usage
6. Provide Party B documentation of scheduled facility use by the City or civic groups and regularly communicate upcoming events
7. Indemnify Party B from risks directly associated with Party A's operation

**E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts Party B or Party A from participating in similar activities with other public or private agencies, organizations, and individuals.

2. COMMENCEMENT/EXPIRATION/TERMINATION. This MoU takes effect upon the signature of the Party B and Party A and shall remain in effect until a formal lease agreement takes effect. This MoU may be extended or amended upon written request of either the Party B or Party A and the subsequent written concurrence of the other. Either the Party B or Party A may terminate this MoU with a 60-day written notice to the other.

3. RESPONSIBILITIES OF PARTIES. Party B and Party A and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

***Party B Project Contact***

***Party A Project Contact***

Eron Lloyd

President & Treasurer

Phone: 484-529-9223

E-Mail: eron@permacultivate.org

Phone:

E-Mail:

***Party B Administrative Contact***

***Party A Administrative Contact***

Eron Lloyd

President & Treasurer

Phone: 484-529-9223

E-Mail: eron@permacultivate.org

Phone:

E-Mail:

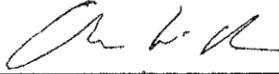
5. NON-FUND OBLIGATING DOCUMENT. Nothing in this MoU shall obligate either the Party B or Party A to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Party B and Party A will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MoU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

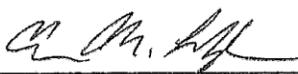
6. AUTHORIZED REPRESENTATIVES. By signature below, Party A and Party B certifies that the individuals listed in this document as representatives of the Parties are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

Party A

Party B

X 

X 

DATE: 3/29/11

DATE: 3/29/2011

|                          |              |
|--------------------------|--------------|
| Drafted by               | City Clerk   |
| Sponsored by/Referred by | City Council |
| Introduced on            |              |
| Advertised on            | N/A          |

**RESOLUTION NO. \_\_\_\_\_ 2015**

**WHEREAS**, the City of Reading City Council enacted an amendment to the City’s Zoning and Housing Permit Ordinances in December 2011, which will necessitate Conditional Use Hearings for the rental properties that are bound in a “backlog” due to incomplete applications or other administrative problems; and

**WHEREAS**, City Council and City staff developed a change in the process that will alter the process originally defined by Resolution 28-2012 to alleviate the backlog and allow the Conditional Use applications bound in the backlog to be handled in a reasonable and expedient manner.

**NOW THEREFORE BE IT RESOLVED, by Council of the City of Reading, as follows:**

Repealing Resolution 28-2012 and setting out the following process to handle Conditional Use Hearings for the properties currently bound in the zoning backlog:

1. **Independent Hearing Officer** shall conduct hearings for properties in the high density residential zones with 6 units and less (*hearings for all properties in low density R1, R1A and R2 zoning districts and seeking 7 or more units or rooms will be referred to a Full Council Conditional Use Hearing*). Recommendations to approve or deny the applications shall each be forwarded for City Council approval no later than the first or third Monday of the month. Each recommendation of the Independent Hearing Officer shall contain the following information to support the recommendation:
  - a. The square footage of the units(s)
  - b. The year the property was purchased and the number of units the property had when it was purchased
  - c. How the property was purchased; through a realtor or by private sale
  - d. The year the property was registered with Property Maintenance and Zoning as a rental property
  - e. The history of paid housing permits issued by Property Maintenance

- f. The number of off-street parking spaces provided or the executed lease agreement for off street parking in the vicinity of the rental unit
  - g. The number of electric meters provided
  - h. The building/trades permits pulled when the additional unit(s) were added
  - i. The year the efficiency unit was created, as applicable (the 2010 zoning ordinance prohibits efficiency units)
  - j. The year the rooming house was created, as applicable (the 2010 zoning ordinance prohibits rooming/boarding houses)
  - k. A copy of the business license, payment history and the year it was obtained
  - l. The date of the last Property Maintenance inspection at the property, the number of units identified and the year the property was in compliance with the local codes.
  - m. The date the Health and Safety Inspection was performed and the year the property was in compliance with the local codes
2. **Full Council** shall conduct Conditional Use Hearings for properties for all properties located within low density zoning districts – R1, R1A and R2 and those seeking 7 or more rental units (including rooms)
  3. With the adoption of this Resolution City Council also authorizes the Administration to retain the services of an Attorney who is a member of the Berks County Bar Association selected through the RFP process to conduct the hearings as set forth in Item 1 above and a transcriptionist obtained through the RFP process, to provide transcripts as requested for all hearings set forth herein.
  4. This Resolution shall become effective immediately.
  5. Proper officers of this City are authorized and directed to do such things as may be necessary to carry out the intent and purpose of this Resolution.
  6. In the event any provision, section, sentence, clause or part of this Resolution shall be held invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of this City that such remainder shall be and shall remain in full force and effect.

DULY ADOPTED by the Council of the City of Reading, Berks County, Pennsylvania, this \_\_\_ day of \_\_\_\_\_, 2015.

CITY OF READING,  
Berks County, Pennsylvania

By \_\_\_\_\_  
Francis Acosta, President of Council

Attest: \_\_\_\_\_  
Linda A. Kelleher CMC, City Clerk