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 “Live and Archived Meeting Videos”. 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: Pastor Gerald Prentice, Reading Vicinity Ministerium Assn
C. PLEDGE TO THE FLAG
D. ROLL CALL

2. PROCLAMATIONS AND PRESENTATIONS
   • Oath of Office to 1st Deputy Chief Ronald P. Banks
   • Reading Public Library - a mini presentation on the library's dance program
   • Recognition of the Reading Public Library Southeast Branch renovation
   • Recognition of Reading High Berks Best Winter Sports Athletes
   • Commendation to the Reading Rec Commission for winning the Agency of the Year Award

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 & MINUTES
   A. AGENDA: Meeting of May 8, 2017
   B. MINUTES: April 24, 2017 Regular Meeting

5. Consent Agenda Legislation
   A. Award of Contract - for the Collection of Delinquent Non-Utility Based Fees to Arcadia Recovery Bureau, LLC, Reading
   B. Resolution – approving the transfer of a restaurant retail liquor license to the Abe Lincoln at 100 North 5th Street
   C. Resolution – authorizing the submission of the Application for Traffic Signal Approval together with the accompanying Signal Permit Drawings for the traffic signal improvements
proposed at the Second Street and Washington Street intersection, which is part of the Second Street and Washington Street Improvement Project to the Pennsylvania Department of Transportation, and to sign this application on behalf of the City of Reading.

6. ADMINISTRATIVE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

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

Animal Control Board

9. ORDINANCES FOR FINAL PASSAGE

Pending Legislation

**Ordinance** - amending the City Code by adding Chapter 184 Controlled Substance, Drug, Device and Cosmetic making the possession of marijuana a summary offense *Introduced at the September 26, 2016 regular meeting*

**Ordinance** – amending City Code Chapter 600 Zoning, by adopting a new section §600-819 providing for a Steep Slope Overlay District, amending §600-2202 Definitions and adding a reference to these regulations in Chapter 521 Sustainability *Introduced at the March 13, 2017 regular meeting*

A. Bill 40-2017 – restricting parking and maintain the requisite No Parking signs, for a distance of approximately 90 feet, along the north side of Eberly Street adjacent to the UGI property between the UGI parking lot driveway entrances. The purpose is to improve safety for truck turning movements and visibility for drivers using the driveway entrances *Introduced at the April 24 regular meeting*

B. Bill 41-2017 – reinstating the requirement for the rental property owner to have a responsible local agent who resides within Berks County if he/she resides more than 25 miles from Reading, as attached in exhibit A *Introduced at the April 24 regular meeting*

C. Bill 42-2017 – authorizing the zoning office budget to provide funding for the vehicle lease payments *Introduced at the April 24 regular meeting*
10. INTRODUCTION OF NEW ORDINANCES

A. Ordinance – amending the Liquid Fuels Budget by transferring $200,000 from the Liquid Fuels Fund – Use of Prior Years’ Surplus line item to the Liquid Fuels Fund – Contracted Services line item to allow payments to be made to construction contracts in 2017.

B. Ordinance – amending the Liquid Fuels Budget by reflecting the funding of the Kenhorst Boulevard repaving engineering project, which had been partially budgeted in 2016 in the amount of $20,000, but did not begin until 2017.

C. Ordinance – amending the Zoning Ordinance Section 600-501 by amending the Zoning Map to provide for the Riverfront Redevelopment Overlay Zoning District located within certain portions of the City in Manufacturing Commercial (M-C), R-3 Residential, And Commercial Neighborhood (C-N) zoning districts and amending Section 600-815 Districts by amending the requirements for a Riverfront Redevelopment (RR) Overlay Zone and the Zoning Map Advertised May 15 & 24, Public Hearing Scheduled for June 5th at 5 pm in Council Chambers

D. Ordinance – restricting parking and maintaining the requisite No Parking signs at the North 13th Street and Rockland Street intersection beginning at the traffic signal pole located on the east side of North 13th Street adjacent to the north bound traffic lane and continuing south for a distance of approximately 160 feet.

E. Ordinance – repealing the Citizens Advisory Board and replacing it with the Citizens Initiative Commission

F. Ordinance – creating the Youth Commission

G. Ordinance – authorizing the execution of a lease with Alvernia University for the Reading Police Academy

H. Ordinance – authorizing the establishment of a Trust Fund for other post-employment benefits by depositing and segregating funds for the exclusive use of certain post-employment benefits, appointment of Trust Fund Trustees, and the execution of the Trust Agreement.

I. Ordinance – authorizing the approval of a $389,068.81 budget amendment, which will increase the Agency Fund – Grant Revenues line item and increase the Agency Fund – Contracted Services line item to fund the completion of the Penn Street lighting project, which was approved and budgeted for completion in 2016, but was not completed at that time.

J. Ordinance – authorizing an amendment to the Position Ordinance in the Mayor’s Office, the Managing Director’s Office, the Administrative Services Department and the Public Works Department
11. RESOLUTIONS

A. Resolution – authorizing the amendment of the PY2017 (43rd CD year January 1, 2017 to December 31, 2017) HOME Action Plan to allow $846,634.00 un-programmed funds from FY 2014 and 2015 to be re-allocated to fund activities for the purpose of rental rehabilitation, tenant based rental assistance, and rehabilitation for homeownership. *Tabled at the April 24th Regular Meeting on request of the Administration*

B. Resolution – appointing Linda Sarangoulis to the Animal Control Board

C. Resolution – appointing Dennis Skayhan to the Library Board

D. Resolution – reappointing Cathy Curran-Myers to the Environmental Advisory Council

12. PUBLIC COMMENT – GENERAL MATTERS
*Please see public speaking rules on second page*

13. COUNCIL BUSINESS/COMMENTS

14. COUNCIL MEETING SCHEDULE

*Monday, May 15*
Committee of the Whole – Penn Room – 5 pm

*Wednesday, May 17*
Conditional Use Hearing re Group Home at 1516 Hampden Blvd – Penn Room - 5 pm

*Monday, May 22*
Committee of the Whole – Penn Room – 5 pm
Regular Meeting – Council Chambers – 7 pm

*Wednesday, May 24*
HARB Appeal Hearing – 820 N 5th St. – Council Chambers – 5 pm

*Monday, June 5*
Zoning Amendment Public Hearing – RR Overlay Zone Amendment - 5 pm
15. BAC AND COMMUNITY GROUP MEETING SCHEDULE

**Wednesday, May 10**
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, May 11**
Police Pension Board – 3rd floor conference room – 9:30 am  
Outlet Area Neighborhood Assn – St Mark’s Lutheran Church – 6:30 pm

**Sunday, May 14**
College Heights Community Council – Nativity Lutheran Church – 7 pm

**Monday, May 15**
Library Board – 113 S 4th St – 4:30 pm

**Tuesday, May 16**
Fire Civil Service Board – Fire Training Center – 3 pm  
Water Authority – Penn Room – 4 pm  
HARB – Penn Room – 6:30 pm  
Charter Board – Council Chambers – 7 pm

**Wednesday, May 17**
0 & E Pension Board – Penn Room – 1:30 pm  
Redevelopment Authority – Redevelopment Authority Office – 3 pm

**Thursday, May 18**
Blighted Property Review Committee – Council Chambers – 6 pm  
Shade Tree Commission – Public Works – 6 pm

**Friday, May 19**
Fire Pension Board – Penn Room – 10 am

**Monday, May 22**
DID Authority – 645 Penn St 5th floor - noon

16. ADJOURN
Council President Waltman called the meeting to order.

The invocation was given by Pastor Junior Oriol, Freedom Gate.

All present pledged to the flag.

There was an executive session on personnel at the Committee of the Whole meeting.

**ATTENDANCE**

Council President Waltman  
Councilor Goodman-Hinnershitz, District 2  
Councilor Twyman, District 3  
Councilor Marmarou, District 4  
Councilor Reed, District 5  
Councilor Slifko, District 6  
City Auditor D. Cituk  
City Solicitor C. Younger  
City Clerk L. Kelleher  
Managing Director G. Steckman  
Mayor W. Scott

Council President Waltman announced that Councilor Daubert became ill and is unable to attend the meeting.

**PROCLAMATIONS AND PRESENTATIONS**

The RHS Cheerleading squad thanked City Council and the mayor for recognizing their contribution to the winning of the State basketball championship. They noted that their participation is often overlooked.

Councilor Reed recognized Cheerleading Coach Crystal Gilmore, who was in the audience. She also thanked the squad for their assistance during the blackout at the basketball game at the Santander arena.

**PUBLIC COMMENT**

Council President Waltman stated that there are four (4) citizens registered to address Council; two (2) on agenda matters and two (2) on non-agenda matters. He inquired if any
Councilor objected to suspending the rule requiring non-agenda comment at the end of the meeting. As no one objected the rule was suspended.

Councilor Reed read the public speaking rules that were adopted by Council.

Carol Riley, of Robeson Street, described her work to organize a group of student volunteers to contribute to the Great American Cleanup and Earth Day. She also noted her repeated unsuccessful attempts to meet with the Reading School District’s Superintendent. She requested help in arranging a meeting.

Stacey Taylor, NAACP 2289 President, spoke in opposition to the Berks County Sheriff’s proposal to have the Deputy Sheriffs certified in 287g as it is anti-immigration and supports profiling by law enforcement officials. She expressed the belief that immigration and law enforcement should remain separate functions. She asked Council to vote no on the Sheriff’s proposal.

Pablo Matos, owner of Matos Towing, Old Wyomissing Road, thanked the City for considering his proposal to provide towing services for the City.

Vince Gagliardo, employee of Vince’s Towing, North 5th Street, described his conversation with the attorney for the towing association, who expressed the belief that the use of an RFQ for towing services is irrelevant in a city of Reading’s size. He stated that the attorney believes that an RFP should be used due to the monetary value of the towing contract. He expressed the belief that the City cannot make a monetary profit from towing services. He objected to the City’s expansion to areas outside of Reading and the proposed use of the “round robin” approach. He expressed the belief that the information provided to Council differs from that provided to the towers with the RFQ. He expressed the belief that some towers in the area improperly tow vehicles from private lots.

APPROVAL OF THE AGENDA & MINUTES
Council President Waltman called Council’s attention to the agenda for this meeting and the minutes from the April 10th Regular Meeting of Council. He noted the need to amend the agenda as follows:
1. Add an Award of Contract for towing services to the Resolution section
2. Introduce an Ordinance amending the zoning budget

Councilor Marmarou moved, seconded by Councilor Twyman, to approve the minutes from the April 10th 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. Award of Contract – for Public Works Engineering Projects to Cedarville Engineering Group, LLC, Pottstown, PA and Spotts, Stevens and McCoy, Reading, PA – the amount budgeted for these services is $144,000 to be split between the two firms
B. Award of Contract – for the uniform bid to Aramark Uniform Services, Reading, the low bidder with total bid price of $49,344.36 for uniforms, $1,123.20 for towels and $8,604.96 for mats for a three year contract
D. Resolution 41-2017 – authorizing the disposal of Invoices for Accounting/Administrative Services from 2009 and 2010

Administrative Report
The mayor described the next phase for the forensic audits and he expressed concern with the approved authorization for the disposal of the 2009-10 accounting invoices as the invoices may contain critical information.

Councilor Goodman-Hinnershitz raised a point of order, as the resolution to authorize the disposal of the invoices was already approved. The managing director stated that although authorization was approved, a timeline to dispose of the physical documents was excluded. The solicitor agreed.

The mayor stated that the Reading 120 race is moving forward with help and support from Peter Barbey.

The mayor expressed the belief that the City can turn to the State Auditor General or Attorney General for the next phase of the RAWA forensic audit, as they can then determine if further action is warranted. He stated that the report by Baker Tilly is not the last step.

Council President Waltman asked the mayor to avoid using Council meetings as a forum to move these forensic audits forward.

The managing director updated Council on the former Latisse Building, located in the 200 block of South 11th Street, which was involved in a devastating fire. He stated that the 200 block of South 11th Street and Wunder Street should be opened to traffic by the end of the week.
Councilor Goodman-Hinnershitz noted that a large funeral is planned for St. Mary’s Church this coming Saturday, which is in this neighborhood. She stated that there will be an increased need for parking.

The managing director thanked Public Works employees, and Mr. Harrity, Clean City Coordinator, for their work to make the Great American Cleanup a success. He also noted the installation of the Speed Sign in the 1700 block of Hampden Blvd and announced that additional activities to thwart speeding on Hampden Blvd. are being planned.

Councilor Goodman-Hinnershitz thanked the Public Works team and all the volunteers who worked to make improvements to City Park. She noted that the Park looks much better than ever before.

**AUDITOR’S REPORT**

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

- Collection of the 2013-17 Admissions Tax
- Collection of the 2013-17 Real Estate Transfer Tax

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

Reimundo Encarnacion, Executive Director of the Reading Area Parking Authority (RPA), distributed a written report to the members of Council. He provided highlights of the report as follows:

- RPA’s annual lease payment of $1M plus an additional contribution of $8K for 2016, currently unpaid but negotiating a final amount with the administration
- RPA’s struggles created by the requirement to make additional contributions
- RPA employs 47 individuals
- Savings realized by changing from 9 volt batteries to 4 AA batteries in parking meters
- New user friendly website
- Facelift of RPA facilities and capital improvements to eight garages valued at $7.2M
- Move to gateless garage systems
- Decriminalized parking tickets

Councilor Slifko asked Mr. Encarnacion to explain the gateless system. Mr. Encarnacion explained that several months ago the problem at one of the garages was caused by the malfunction of a server. Servers control all entry and exit gates used at garages. He stated that there is constant wear and tear on the gate system and that the gates also create delays to enter and exit garages. The gateless system will eliminate the need for servers and will be
replaced with a license plate recognition system (LPR) which will minimize delays entering and exiting the garages and soothe traffic backups before and after events downtown.

Councilor Slifko suggested renegotiating the lease payment to eliminate the need for the additional contributions. He suggested basing the lease payment on the value of the asset. Mr. Encarnacion stated that he has been discussing the issue with the managing director.

Councilor Goodman-Hinnershitz inquired about the type of LPR system considered. Mr. Encarnacion stated that the RPA is considering the kiosk type system where the driver will enter his license plate number into a kiosk and pay the required fee before moving his car. The system will photograph the license plates exiting the garage and identify those plates that have not paid the required fee. He also explained how the system will work for companies that have parking agreements with the RPA.

Council President Waltman thanked Mr. Encarnacion for his report.

The mayor inquired about the 2011 cost of $240K for new garage gates. Mr. Encarnacion stated that that issue is being explored with the forensic audit. He stated that he cannot comment further about the audit at this time.

**ORDINANCES FOR FINAL PASSAGE**

<table>
<thead>
<tr>
<th>Pending Legislation</th>
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<tbody>
<tr>
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</tr>
</tbody>
</table>

**A. Bill No. 37-2017** - acknowledging and accepting the Wyomissing Creek Watershed Coalition cost allocations as per the attached letter dated March 3, 2017 *Introduced at the April 10 regular meeting*

Councilor Slifko moved, seconded by Councilor Reed, to enact Bill No. 37-2017.

The managing director stated that Reading’s exposure in this watershed is limited.
Bill No. 37-2017 was enacted by the following vote:

Yeas: Goodman-Hinnershitz, Marmarou, Reed, Slifko, Twyman, Waltman, President - 6
Nays: None – 0

B. Bill No. 38-2017 – amend the Capital Projects Fund 2017 budget to reflect the purchase of new weapons for the Police department and the resulting offset from the proceeds of the sale of old weapon stockpile Introduced at the April 10 regular meeting


Bill No. 38-2017 was enacted by the following vote:

Yeas: Goodman-Hinnershitz, Marmarou, Reed, Slifko, Twyman, Waltman, President - 6
Nays: None – 0

C. Bill No. 39-2017 – establishing an Aggregated Pension Trust Fund of all City-Administered Uniformed and Non-uniformed Pension Fund Assets Introduced at the April 10 regular meeting

Councilor Slifko moved, seconded by Councilor Reed, to enact Bill No. 39-2017.

The managing director explained that currently the pension funds are considered Distress Level 1 and moving to an aggregated plan is optional. However, the new valuation will most likely move the pension fund to Distress Level 2 where the aggregated plan is required.

Council President Waltman stated that it is logical to move in this direction to save money overall and to improve the management of the funds, as using three (3) separate money managers can be counter-productive.

Councilor Goodman-Hinnershitz thanked the managing director for moving the City in this direction.

Bill No. 39-2017 was enacted by the following vote:

Yeas: Goodman-Hinnershitz, Marmarou, Reed, Slifko, Twyman, Waltman, President - 6
Nays: None – 0
INTRODUCTION OF NEW ORDINANCES

Councilor Goodman-Hinnershitz read the following ordinances into the record:

A. Ordinance – restricting parking and maintain the requisite No Parking signs, for a distance of approximately 90 feet, along the north side of Eberly Street adjacent to the UGI property between the UGI parking lot driveway entrances. The purpose is to improve safety for truck turning movements and visibility for drivers using the driveway entrances.

B. Ordinance – reinstating the requirement for the rental property owner to have a responsible local agent who resides within Berks County if he/she resides more than 25 miles from Reading, as attached in Exhibit A.

C. Ordinance – authorizing the amendment of the Zoning Budget to provide funding for payment of the vehicle leases.

RESOLUTIONS

A. Resolution 42-3017 – authorizing the amendment of the PY2017 (43rd CD year January 1, 2017 to December 31, 2017) HOME Action Plan to allow $846,634.00 un-programmed funds from FY 2014 and 2015 to be re-allocated to fund activities for the purpose of rental rehabilitation, tenant based rental assistance, and rehabilitation for homeownership.


Resolution No. 42-2017 was adopted by the following vote:

Yea: Goodman-Hinnershitz, Marmarou, Reed, Slifko, Twyman, Waltman, President - 6
Nays: None – 0

B. Resolution 43-2017 – authorizing the recommended changes to improve vehicular and pedestrian traffic in the 2nd and Washington area, authorizing the use of $120,000 in grant funding for the proposed project from River Place and the Wyomissing Foundation, and authorizing River Place to oversee the bid, award and construction of the project on behalf of the City of Reading.

Councilor Marmarou moved, seconded by Councilor Slifko, to adopt Resolution No. 43-2017.

Councilor Reed explained the history of RiverPlace and the Penn Corridor initiative. She noted that some of the funding of RiverPlace came from a grant obtained through former
Congressman Jim Gerlach and from the elimination of the City’s Fine Arts Board. The Fine Arts Board received funding for art related projects from development projects. The Fine Arts Board was eliminated by former mayor Tom McMahon. She expressed concern that decisions to spend City-related funding is made by people who have no stake in the City.

Council President Waltman requested that Council receive an update on the RiverPlace initiative and group. Councilor Goodman-Hinnershitz agreed.

Councilor Slifko expressed the belief that the proposed project will be a benefit to the area.

Resolution No. 43-2017 was adopted by the following vote:

Yeas: Goodman-Hinnershitz, Marmarou, Reed, Slifko, Twyman, Waltman, President - 6
Nays: None – 0

C. Award of Contract – for towing services to Vince’s Towing and Mato’s Towing

Councilor Marmarou moved, seconded by Councilor Slifko, to award the contract as recommended.

The managing director explained that the change to the “round robin” style towing will improve the responsiveness to the needs of the Police Department. He explained that an RFQ proposal was issued to identify towers who could meet the needs of the City. He noted the need to amend the fee schedule for towing services. He expressed the belief that one towing company violated the communication restriction that goes with the RFQ process; however, the company was not disqualified. He explained that the area was expanded to allow additional towers with the ability to bid, as long as they can respond to a call within 20 minutes.

Councilor Slifko stated that he supports this new process and he agreed with the need to make user friendly adjustments to the towing fees.

Councilor Goodman-Hinnershitz expressed the belief that this issue has been well researched. She suggested placing information on how to retrieve your car if it has been towed on the City’s website.

The managing director stated that the owner of a towed vehicle will be able to contact the Desk Sergeant to learn the location of the towed vehicle.

The award of contract was approved by the following vote:
Yeas: Goodman-Hinnershitz, Marmarou, Reed, Slifko, Twyman, Waltman, President - 6
Nays: None – 0

COUNCIL COMMENT
Councilor Goodman-Hinnershitz noted the sudden passing of Sharon Parker, Executive Director of the Homeless Coalition and the void that her passing creates.

Councilor Marmarou and Councilor Twyman thanked all those who participated in the cleanup activities over the past weekend.

Councilor Reed described the fundraising event over the past weekend for a playground at Northwest Elementary School. She noted the ribbon cutting ceremony planned for tomorrow at 10:30 am at Antietam Lake. She and Councilor Goodman-Hinnershitz thanked the County for completing this project and preserving the lake and surrounding area.

Councilor Slifko described the tree planting activity at Northwest Middle School over the past weekend, in coordination with the Shade Tree Commission.

Councilor Slifko expressed the belief that the Act 287g immigration issue is sensitive and an issue under consideration by the County Commissioners. He expressed the belief that the Commissioners should not allow the Sheriff to undertake this certification as it would have a detrimental impact on the broader community.

Council President Waltman noted that the Sheriff made a presentation at the Committee of the Whole meeting and explained that Deputy Sheriffs will not be rounding up undocumented immigrants. He stated that the Sheriff explained that the only people impacted will be those undocumented individuals who are arrested for committing crimes.

Councilor Slifko expressed the belief that the Sheriff did not tell the entire story.

Council President Waltman reviewed the upcoming Council meeting schedule.

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

Respectfully submitted by
Linda A. Kelleher CMC,
City Clerk
RESOLUTION NO._______2017

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

APPROVING the transfer of the Restaurant Liquor License No. R-15797, LID No. 67863 from Temple, PA into the City of Reading as per the application submitted by Genesis Ventures I, LLC, for the Abe Lincoln at 100 N 5th Street, Reading PA, as attached.

Adopted by Council__________________________, 2017

___________________________________
President of Council

Attest:

__________________
Linda A. Kelleher CMC
City Clerk
IN RE: APPLICATION OF GENESIS VENTURES I, LLC : BEFORE THE CITY COUNCIL
FOR THE TRANSFER OF A LIQUOR LICENSE FROM TEMPLE TO READING PA FOR 100 N 5th ST., READING, BERKS COUNTY, PA

DECISION OF THE CITY OF READING CITY COUNCIL
ON THE TRANSFER OF A LIQUOR LICENSE INTO THE CITY

AND NOW, this 8th day of May, 2017, after a hearing held on April 26, 2017, upon the application of Genesis Ventures I, for 100 North 5th Street, Reading, PA 19601 (applicant), notice of such hearing having been first sent, posted and advertised in accordance with the provisions of 47 P.S. §4-461(b.3), the City of Reading City Council (hereinafter “Council”) renders the following decision:

FINDINGS OF FACT

City Council finds the following facts:

1. The applicant is Genesis Ventures I, LLC, 100 North 5th Street, Reading PA 19601 (hereinafter Applicant).
2. Applicant is the owner of the bar/restaurant located within the Abe Lincoln at 100 North 5th Street, Reading PA (hereinafter Subject Property), at the time of application and at the time of the hearing.
3. The Subject Property is located in the CC (Commercial Core) zoning district as that term and district is defined by the City of Reading Zoning Ordinance, as amended, and the terms of 47 P.S. §4-461(b.3).
4. Applicant is seeking permission to transfer Restaurant Liquor License No. R-15797, LID No. 67863 into the City of Reading from 5306 Allentown Pike, located in Temple, PA.
5. At the hearing, the Applicant’s attorney, Latisha Bernard Schuenemann, Esq., testified for the applicant. In summary she stated:
That the property has held a Hotel Liquor License since 1906 which will need to be forfeited to the PA LCB as the hotel is ceasing operations. As the property owner wishes to continue to operate the bar/restaurant formerly affiliated with the hotel and situated inside the property, the owner needs to obtain a Restaurant Liquor License.

The property owner is requesting permission to transfer the Restaurant Liquor License from Temple, PA.

There was no testimony in opposition to the application for the transfer of the license from City staff or the public.

DISCUSSION

The Applicant is seeking permission to transfer a Restaurant Liquor License into the City of Reading from Temple, PA. The license will be used at 100 North 5th St, Reading PA owned by the Genesis Ventures I, LLC in a commercial/retail space.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Subject Property at 100 North 5th Street is located in the CC (Commercial Core) Zoning District.
2. Hearing was held on April 26, 2017.
3. Applicant requests permission to transfer a Restaurant Liquor License No. R-15797, LID No. 67863 into the City of Reading from Temple, PA.
4. City of Reading City Council is permitted to approve or deny the request to transfer a liquor license into Reading as per 47 P.S. §4-461(b.3) based on the affect the transfer will have on the welfare, health, peace and morals of the municipality or its residents.
5. The PaLCB quota for the City of Reading is 29 licenses. There are currently 62 retail licenses active within the City; of those, there are a total of 4 restaurant licenses in safekeeping. City Council must make a decision to approve or deny the transfer within 45 days after the request to transfer is made.
6. The Applicant is not seeking relief from any other City requirements.
8. There was no testimony at the hearing in opposition to the application for the transfer of the license at this location from City staff or the public.

DECISION

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

As per 47 P.S. §4-461(b.3), City Council has the authority to approve or
deny the transfer of a liquor license into the City of Reading based on the
affect the transfer will have on the welfare, health, peace and morals of the
municipality or its residents. The application of Genesis Ventures I, LLC,
100 North 5th Street, Reading PA 19601, to transfer a Restaurant Liquor
License No. R-15797, LID No. 67863 from Temple, PA into the City of
Reading is hereby APPROVED.

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

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RECOMMENDATION
The recommendation is to award the contract for the Collection of Delinquent Non-Utility Based Fees to Arcadia Recovery Bureau, LLC, 645 Penn Street, 4th Floor, Reading, PA 19601.

BACKGROUND
Proposals for this project were received on February 28, 2017. The City requested proposals from Collection Agencies for the purpose of selecting and retaining qualified and professionally trained personnel to collect delinquent non-utility based fees. The contract shall be for a period of two (2) years. The City may renew the contract for a maximum of two (2) additional one (1) year periods without having to open this category for new bids. The winning proposer must submit the following two reports monthly:

Section 1. Monthly Debtor Status Report:

a. Date City mailed closing bill to customer
b. Turnover date
c. Customer name and account number
d. Customer mailing address
e. Address where debt was incurred
f. Beginning balance
g. Current balance
h. Payment amount and status (partial payment or paid in full)

Section II. Monthly Revenue Collection Report:
a. Placement in number and dollar volumes
b. Gross collections in dollars and percentages matched versus month account was placed
c. Collection fees in dollars and percentages
d. Beginning balance
e. Current balance
f. Dollar amount of each payment received which is due to the agency to cover the collection fee
g. Dollar amount of each payment received which is due to the City
h. Remaining individual customer account balance, if any
i. Provide summary totals for f, g and h.
j. Include analysis against account in skip trace, bankruptcy and deceased status.

BUDGETARY IMPACT
The City is not responsible for an out-of-pocket expenses. Arcadia Recovery Bureau, LLC proposes the following contingency fees:

  Standard – 14%
  Legal – 28%

PREVIOUS ACTION
None

SUBSEQUENT ACTION
Formal action by Council is required to award the contract at the April 24, 2017 meeting.

RECOMMENDED BY
Mayor, Managing Director, Acting Director of Administrative Services, Controller and Purchasing Coordinator.

RECOMMENDED MOTION
Approve/Deny the recommendation for the Collection of Non-Utility Based Delinquent Collections to Arcadia Recovery Bureau, LLC.
TO: City Council
FROM: Tammi Reinhart, Purchasing Coordinator
PREPARED BY: Tammi Reinhart, Purchasing Coordinator
MEETING DATE: April 24, 2017
AGENDA MEMO DATE: April 13, 2017
RECOMMENDED ACTION: Awarding of Contract for the Tree and Stump Removal Project Re Ash Tree Borer Project

RECOMMENDATION
The recommendation is to award the contract for the Tree and Stump Removal Project to Klahr Landscape, P.O. Box 116, Mohnton, PA 19540 for a total submitted price of $83,000.00.

BACKGROUND
The work will consist of tree removal and stump removal at various locations throughout the City of Reading. Work locations may include, but are not limited to, parkways (between the sidewalk and curb in front of a residence or public property), and median islands. Tree for removal will be designated by the City Arborist. Locations are listed in the bid sheet (reference the attached spreadsheet). Proposal shall include a price for removal per tree and / or stump. The locations are as follows:

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<th>Dir.</th>
<th>Street Name</th>
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</table>
### House Number | Dir. | Street Name
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201 |  | Washington Street
622 |  | Willow Street
622 |  | Willow Street
624 |  | Willow Street
624 |  | Willow Street
116 | W | Windsor Street
152 | W | Windsor Street
437 |  | Woodward Street
428 |  | Woodward Street
429 |  | Woodward Street
427 |  | Woodward Street

Total Trees: 99

*All tree sizes included on this list are approximate. It is the responsibility of the Contractor to verify actual tree sizes prior to removal*

### BUDGETARY IMPACT
The Public Works Department has confirmed there are sufficient funds to cover the project. The cost of this will be $83,000.00. The account code being used is 34-07-02-4216-000.

### PREVIOUS ACTION
None

### SUBSEQUENT ACTION
Formal action by Council is required to award the contract at the April 24, 2017 meeting.

### RECOMMENDED BY
Mayor, Managing Director, Public Works Director, Acting Director of Administrative Services, Controller and Purchasing Coordinator.

### RECOMMENDED MOTION
Approve/Deny the recommendation for the Tree and Stump Removal Project to be awarded to Klahr Landscape.

March 30, 2017

To the Mayor
The following bids were opened and scheduled, with a Contract to be awarded or the bids rejected.

**BID FOR TREE AND STUMP REMOVAL FOR THE DEPARTMENT OF PUBLIC WORKS, CITY OF READING, PENNSYLVANIA.**

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID PRICE</th>
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<tbody>
<tr>
<td>Klahr Landscape</td>
<td>$ 83,000.00</td>
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<tr>
<td>PO Box 116, Mohnton, PA 19540</td>
<td></td>
</tr>
<tr>
<td>Nolde Pines</td>
<td>$118,309.32</td>
</tr>
<tr>
<td>2177 New Holland Rd., Reading, PA 19607</td>
<td></td>
</tr>
<tr>
<td>Arborist Enterprises, Inc</td>
<td>$103,020.00</td>
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<tr>
<td>1926 Auction Rd., Manheim, PA 17545</td>
<td></td>
</tr>
</tbody>
</table>

TAMMI REINHART
Purchasing Coordinator
RESOLUTION NO. ______-2017

BE IT RESOLVED by the City of Reading City Council, Berks County, and it is hereby resolved by the authority of the same, that Public Works Director, Ralph Johnson, of the City of Reading is authorized and directed to submit the attached Application for Traffic Signal Approval together with the accompanying Signal Permit Drawings for the traffic signal improvements proposed at the Second Street and Washington Street intersection, which is part of the Second Street and Washington Street Improvement Project to the Pennsylvania Department of Transportation, and to sign this application on behalf of the City of Reading.

Adopted by Council___________________, 2016

_____________________________________
Jeffrey Waltman, President of Council

Attest:

_______________________________
Linda A. Kelleher CMC, City Clerk
BILL NO._______-2017
A N O R D I N A N C E

AMENDING THE CITY OF READING CODE OF ORDINANCES CHAPTER 600 ZONING, BY ADOPTING A NEW SECTION §600-819 PROVIDING FOR A STEEP SLOPE OVERLAY DISTRICT AND AMENDING §600-2202 DEFINITIONS AND ADDING A REFERENCE TO THESE REGULATIONS IN THE CODE OF ORDINANCES CHAPTER 521 SUSTAINABILITY

WHEREAS, Steep slope development or redevelopment is a complex issue that can negatively affect the personal safety and property of individuals, as well as the environment; and

WHEREAS, the PA Municipalities Planning Code, Section 605 states that municipalities that have enacted a Zoning Ordinance may, among other things, regulate, restrict, or prohibit uses and structures at places of relatively steep slope or grade and other areas of hazardous geological or topographical features.

The difficulties in developing steep slopes include, but are not limited to:

1) Increased water runoff as a result of the removal of vegetative cover;

2) Increased soil erosion after the removal of vegetative cover which may lead to landslides, slope failure, downstream situations, damage to water quality and habitat quality;

3) Unstable and hazardous structures creating risk to public safety;

4) Difficulty in reaching locations with emergency vehicles;

5) Increased likelihood of septic system failure;

6) Difficulties in providing utilities and services;

7) Loss of natural beauty of the land (aesthetic value);

8) Loss of woodlands, which contribute to good air and water quality; and

9) Loss of habitat for wildlife and the potential loss of biodiversity.
Because of these and other potential issues, the City of Reading Zoning Ordinance should be amended to include a Steep Slope Overlay District that will accomplish the following objectives:

1) To protect individuals and property from hazards posed by development on steep slopes;

2) To reduce accelerated storm water runoff and flash flood damages;

3) To preserve open spaces from development, thereby conserving woodlands, habitat for wildlife, and the natural beauty of the land for future generations to enjoy;

4) To conserve woodlands and preserve habitat for wildlife; and

5) To balance these public health and welfare concerns with the property interests of individuals.

SECTION 1: This Ordinance amends the City of Reading Code of Ordinances Chapter 600 Zoning to include section 600-819 Steep Slope Overlay District in order to regulate development on steep slopes and mitigate issues that accompanies such development and redevelopment and Section 600-2202 Definitions.

SECTION 2: All relevant ordinances, regulations and policies of the City of Reading, Pennsylvania not amended per the attached exhibit 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 in ten (10) days in accordance with Charter Section 219 after passage.

Enacted ________________________, 2017

____________________________________
President of Council

Attest:

____________________________________
City Clerk

Submitted to Mayor: ____________
Date: _______________
Received by the Mayor’s Office: ____________
§600-819 Steep Slope Overlay District

A. Applicability

1. Any property where at least 10% of the total lot area contains slopes of 15% or greater shall be part of the Steep Slope Overlay District. Please refer to the Steep Slope Map included in the Comprehensive Plan. If you believe the property that you are improving falls in or near an area of steep slope, professional assistance is required.

2. The Steep Slope Overlay District is intended to guide development on steep slopes in order to promote public safety and minimize potential adverse impacts from developing on steep slopes that can pose serious threats to public safety, property, and the environment. Such impacts include increased runoff and pollution, soil erosion, slope instability, fire risk, septic system failure, and structural failure on such slopes.

3. The regulatory provisions apply to development of property located within the Steep Slope Overlay District and make recommendations for maintenance of any other properties within the Steep Slope Overlay District. For the purposes of this section:
   a. New development means development of lots with 25% or less impervious cover prior to the proposed development for which a permit is requested.
   b. Redevelopment means development of lots with greater than 25% impervious cover prior to the proposed development for which a permit is requested.

4. Accessory Uses and Equipment shall, to the extent feasible, not be located on or extend into the Steep Slope. Any Accessory Uses 500 square feet or greater shall require review by the Planning Commission during the plan review process. Changes to existing accessory uses shall not expand beyond its existing footprint.

5. All uses permitted by the underlying zoning district are permitted under the Steep Slope Overlay District unless they conflict with the rules and regulations set forth in this article. When there is a conflict between the regulations of the Steep Slope Overlay District and the underlying district, the regulations of the Steep Slope Overlay District shall take precedence.

6. Public utilities are permitted within the Steep Slope Overlay District.

7. It is the applicant's burden to delineate the boundaries of steep slopes on the applicant’s property. The applicant's delineation should be supported by engineering and/or surveying data or mapping, testimony of a soil scientist, or other acceptable evidence enabling a reviewer to verify the applicant's determination of the slopes on the property.
8. Exemptions – Decks and patios that are less than 500 square feet and accessory uses listed in individual Zoning District descriptions unless 500 square feet or larger.

B. Creation of Steep Slope Designations

Slopes in the Steep Slope Overlay District shall be separated into two different categories depending on their steepness. Different regulations shall apply to lots depending on the types of slopes found within. When steep slopes cover at least 10% of the total lot area each, the regulations that apply to the steepest slopes shall take precedence when a conflict arises. The two types of slopes are as follows:

1) Steep slopes: Slopes that have a grade of at least 15% but less than 25%.

2) Severely steep slopes: Slopes that have a grade of 25% or greater.

C. Regulations that Apply to Areas that Contain Steep Slopes

The regulations in this section shall apply to all lots, regardless of size, that include steep slopes.

1) New development. New development shall be designed to preserve the integrity of the slopes and local landscape. In an application for a zoning permit, the applicant shall design the development with respect to the Steep Slopes in accordance with the following general limitations and the regulations in the Standards sections below relating to development on steep and severely steep slopes:

   a. Any proposed new principal building and use shall not be located on the area of the lot within the Steep Slope;

   b. Restorations and improvements to existing structures and buildings located within Steep Slope areas shall not be expanded beyond their existing footprint;

   c. Identify strategies for avoidance and minimization of impacts and risks, including erosion and sediment control measures, cut and fill calculations, vegetation plan and other relevant factors in support of the permit and per request of the City Engineer or his/her designee.

2) Redevelopment. In an application for redevelopment of property, the applicant shall design the development plan in the application in a manner that does not increase slope related hazards, seeks to maintain and restore slope integrity to the extent feasible, and meets current regulations.

   a. If redevelopment within the Steep Slope Overlay District exceeds steep
slope regulations at the time of the passage of this ordinance and is
damaged or destroyed in the future, the owner of the property may rebuild it
to its original dimensions and footprint.

b. Restorations and improvements to existing structures and buildings located
within Steep Slope areas shall not be expanded beyond their existing
footprint.

c. Additional measures to improve the structural and environmental integrity of
the existing structures are encouraged.

d. The development plan in the application should include consideration of
slope stability and erosion and sediment control measures to reduce the risk
of slope instability impacts from existing and proposed redevelopment.

3) Exemptions:

a. Decks and patios that are less than 500 square feet.

b. Accessory uses as listed in individual Zoning District descriptions unless
larger than allowable.

D. General Application Information.

1) In order to determine compliance with the applicable Steep Slope Overlay
requirements, an application for development shall include the following information
with respect to the portion of the lot within the Steep Slope Overlay:

- Maps and schematic plans, prepared by a qualified individual (i.e. licensed
  surveyor, engineer, landscape architect, etc, identifying the location and natural
  grades of topography of steep slopes and proposed modifications, using
  appropriate contours for lot size.
  - Location, dimensions, and footprint of any proposed or existing building
    or structure, equipment and impervious coverage and proposed
    modifications.
  - Identifying the cut and fill areas and final grades of the land
devolution.
  - Identifying the location of erosion and sediment control measures to
    include but not limited to silt fence, stormwater outflows, silt socks,
    temporary soil stockpiles, etc.
- A planting plan that includes plant species, locations, and coverage of shrubs
  and trees.
- A plan providing for the maintenance of permanent vegetation, stable slopes,
grading, and integrity of the area.
2) Specific Application Requirements for Steep Slopes. When applying for a zoning permit that involves construction on slopes that are either steep or severely steep, the applicant shall provide the following information to the Zoning Administrator, in addition to the requirements laid out in §600-301, D:

   a. A plan by a Registered Professional Engineer or Surveyor which accurately locates the proposed use with respect to the Steep Slope Overlay District boundaries, with all pertinent information describing the proposal, and a topographical survey with contour elevations using appropriate contours for lot size.

   b. A plan of proposed development or use of the site, conforming to the preliminary plan requirements of the Subdivision and Land Development Ordinance, with contours using appropriate contours for lot size throughout the steep slope areas proposed for development or use. Contours shall be accurately drawn from on-site survey or aerial photographic sources acceptable to the City Engineer or his/her designee.

   c. Proposed modifications to the existing topography and vegetative cover, as well as the means of accommodating storm water runoff.

   d. Specifications for building construction and materials, including cutting, filling, grading, storage of materials, and the location of water supply and sewerage facilities.

   e. Documentation of any additional engineering and/or conservation techniques designed to alleviate environmental problems that may be created by the proposed activities, in compliance with municipal sedimentation and erosion control regulations.

   f. Written confirmation from the City of Reading Fire Department that emergency access is satisfactory to provide adequate fire protection.

E. Standards for Steep Slopes

The following regulations apply to new development, and, to the extent feasible, to redevelopment, in areas that contain steep slopes:

1) The regulations in this section shall apply to all lots, regardless of size, where at least 10% of the land contains slopes that are at least 15%.

2) The maximum disturbance area of the land that has been exclusively identified as steep slopes shall be limited to 40% of the total area of the steep slopes on the lot or property being developed.
3) The maximum impervious coverage for the proposed use specified by the underlying zoning district shall be reduced by 15%.

4) When possible, the principal building shall not be located on the area of the lot that contains steep slopes. If the entire area contains such slopes, the applicant must provide the information required in the Specific Application Requirements for Steep Slopes to the Zoning Administrator before construction may begin.

5) Accessory uses and driveways may be located on or traverse through steep slopes, with the following limitations:
   a) The maximum grade of a road or driveway may not exceed 10%.
   b) Driveways shall follow the natural topography of the land if possible.
   c) If accessory uses involve any disturbance of the land, the applicant shall provide the information outlined in the Specific Application Requirements for Steep Slopes to the Zoning Administrator before any construction may begin.

6) The maximum building coverage for the proposed use specified by the underlying zoning district shall be reduced by 15%.

7) Uses permitted in the Preservation zone may be permitted on moderately steep slopes.

8) No trees with a diameter at breast height (DBH) of 8 inches or more shall be removed from steep slope areas, except in accordance with a sustainable forestry management plan.

9) On-lot sewage disposal systems shall be permitted when approved by the City of Reading Sewage Enforcement Officer and/or the Pennsylvania Department of Environmental Protection.

10) Finished slopes shall not exceed 25%, unless the applicant can demonstrate that steeper slopes can be stabilized and maintained adequately to the satisfaction of the Zoning Administrator in consultation with the City Engineer.

11) All cuts shall be supported by retaining walls or other appropriate retaining structures when, depending upon the nature of the soil characteristics, such structures are approved by the Zoning Administrator, in consultation with the City Engineer, in order to prevent erosion.

12) Any fill placed on the lot shall be properly stabilized and, when found necessary depending upon existing slopes and soil types, supported by retaining walls or other appropriate structures as approved by the Zoning Administrator, in consultation with the City Engineer.
13) Disturbance of steep slopes shall be completed within one construction season. Slopes shall not be left bare during winter and spring thaw seasons.

14) Permanent vegetative cover must be planted on steep slopes within three days of finishing construction or grading. If permanent vegetative cover is not established to cover 100% of the steep slope area it must be replanted until such permanent cover is established.

F. Standards for Severely Steep Slopes

The following regulations apply to new development, and, to the extent feasible, to redevelopment, in areas that contain severely steep slopes:

1) The regulations in this section shall apply to all lots, regardless of size, where at least 10% of the land contains slopes that have a grade of 25% or higher.

2) The maximum disturbance area of the land that has been exclusively identified as severely steep slopes shall be limited to 10% of the total area of the severely steep slopes on the lot or property being developed.

3) The maximum impervious coverage for the proposed use specified by the underlying zoning district shall be reduced by 20%.

4) Buildings or principal uses shall not be located on a severely steep slope.

5) In addition to the above restrictions, all accessory uses and driveways shall not be located on severely steep slopes if there is the possibility of placing them in less steep areas:

   a) If the applicant has no alternative but to place those accessory uses and driveways on or through severely steep slopes, these uses may be permitted by the Planning Commission during the plan review process.

   b) The applicant shall provide the information required in the Specific Application Requirements for Steep Slopes to the Zoning Administrator as part of the process of obtaining a zoning permit before any construction may take place on such slopes.

   c) The maximum grade of a road or driveway may not exceed 10%.

   d) Driveways shall follow the natural topography of the land if possible.
6) Uses permitted in the Preservation zone may be permitted on severely steep slopes, provided that they shall not include any structures, impervious roads, driveways, or parking areas.

7) No trees with a diameter at breast height (DBH) of 8 inches or more shall be removed from steep slope areas, except in accordance with a sustainable forestry management plan.

8) The use of on-lot sewage disposal systems on severely steep slopes shall not be permitted.

9) Finished slopes shall not exceed 33% unless the applicant can demonstrate that steeper slopes can be stabilized and maintained adequately to the satisfaction of the Zoning Administrator in consultation with the City Engineer.

10) All cuts shall be supported by retaining walls or other appropriate retaining structures when, depending upon the nature of the soil characteristics, such structures are approved by the Zoning Administrator, in consultation with the City Engineer, in order to prevent erosion.

11) Any fill placed on the lot shall be properly stabilized based upon slopes and soil types, which may include compaction and other construction methods and retaining walls and other appropriate structures as required and approved by the Zoning Administrator, in consultation with the City Engineer.

12) Disturbance of severely steep slopes shall be completed within one construction season. Slopes shall not be left bare during winter and spring thaw seasons.

13) Permanent vegetative cover must be planted on severely steep slopes within three days of finishing construction or grading. If permanent vegetative cover is not established to cover 100% of the steep slope area it must be replanted until such permanent cover is established.

G. Best Practices and Maintenance of Property in Steep Slope Overlay District

Landowners of lots within the Steep Slope Overlay District are encouraged to identify areas of their lots which may be subject to the regulations in this ordinance in the event that new construction or redevelopment is planned. The regulations serve to clarify expectations for all landowners in the Steep Slope Overlay District, and model best practices such as preservation of permanent vegetation, especially shrubs and trees, minimization of impervious surfaces, and maintenance of storm water control features to reduce risks to people, property and the environment from loss of slope integrity.

H. Enforcement
Enforcement of this provision shall be carried out by the Zoning Administrator in accordance with sections §600-204, §600-205, and §600-206 of the City of Reading Zoning Ordinance.

I. Limitation of Municipal Liability

The degree of steep slope protection sought by the provisions of these regulations is considered reasonable for regulatory purposes. These regulations do not imply that areas outside the Steep Slope Overlay District or permitted uses within the zoning district will be free from erosion or slope instability. These regulations shall not create liability on the part of the City of Reading or any officer or employee thereof for any damages that result from reliance on these regulations or any administrative decision lawfully made hereunder.

J. Validity and Severability

See section §600-106 of the City of Reading Zoning Ordinance for details.

§600-2202 Definitions

By adding the following definitions:

**Cut:** The removal of earthen materials for the purpose of making a lot flat and fit for construction.

**Diameter at Breast Height (DBH):** The diameter of a tree trunk measured at a point 4.5 feet above ground level.

**Grade (in terms of slopes):** The amount of vertical distance measured in feet over a one hundred foot horizontal distance. For example, if a slope is 18%, the slope rises 18 feet for every 100 feet of horizontal distance.

**Fill:** Any clean soil or rock materials used to raise the ground elevation that complies with applicable regulations for clean fill.

**Permanent Vegetative Cover** – A minimum uniform perennial vegetative cover, with a density capable of resisting accelerated erosion and sedimentation.

**Severely steep slope:** A slope that has a grade of 25% or higher.

**Steep slope:** A slope that has a grade of at least 15%, but less than 25%.

**Steep Slope Overlay District:** Any property that contains slopes with at least a 15% grade.
B I L L    N O. ______ - 2017
A N    O R D I N A N C E

PROVIDING FOR NO-PARKING RESTRICTIONS
ADJACENT TO THE UGI PROPERTY ALONG EBERLY STREET
IN THE CITY OF READING

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The City of Reading agrees to restrict parking and maintain the requisite No Parking signs, for a distance of approximately 90 feet, along the north side of Eberly Street adjacent to the UGI property between the UGI parking lot driveway entrances. The purpose is to improve safety for truck turning movements and visibility for drivers using the driveway entrances.

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__________________, 2017

________________________________
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: ___________
B I L L  N O . ______ - 2 0 1 7
A N  O R D I N A N C E


T H E  C I T Y  O F  R E A D I N G  C I T Y  C O U N C I L  H E R E B Y  O R D A I N S  A S  F O L L O W S :

S E C T I O N  1 .  T h e  C o d i f i e d  O r d i n a n c e s  C h a p t e r  3 0 8  H o u s i n g ,  r e i n s t a t i n g  t h e  r e q u i r e m e n t  f o r  a  R e n t a l  P r o p e r t y  O w n e r  t o  h a v e  a  R e s p o n s i b l e  L o c a l  A g e n t  w h o  r e s i d e s  w i t h i n  B e r k s  C o u n t y  i f  h e / s h e  r e s i d e s  m o r e  t h a n  2 5  m i l e s  f r o m  R e a d i n g  P e n n s y l v a n i a ,  a s  a t t a c h e d  i n  E x h i b i t  A .

S E C T I O N  2 :  A l l  r e l e v a n t  o r d i n a n c e s ,  r e g u l a t i o n s  a n d  p o l i c i e s  o f  t h e  C i t y  o f  R e a d i n g ,  P e n n s y l v a n i a  n o t  a m e n d e d  p e r  t h e  a t t a c h e d  s h a l l  r e m a i n  i n  f u l l  f o r c e  a n d  e f f e c t .

S E C T I O N  3 :  I f  a n y  s e c t i o n ,  s u b s e c t i o n ,  s e n t e n c e  o r  c l a u s e  o f  t h i s  o r d i n a n c e  i s  h e l d ,  f o r  a n y  r e a s o n ,  t o  b e  i n v a l i d ,  s u ch  d e c i s i o n  s h a l l  n o t  a f f e c t  t h e  v a l i d i t y  o f  t h e  r e m a i n i n g  p o r t i o n s  o f  t h e  O r d i n a n c e .

S E C T I O N  4 :  T h i s  O r d i n a n c e  s h a l l  b e c o m e  e f f e c t i v e  t e n  ( 1 0 )  d a y s  a f t e r  i t s  a d o p t i o n  i n  a c c o r d a n c e  w i t h  2 1 9  a n d  2 2 1  o f  t h e  H o m e  R u l e  C h a r t e r  o f  t h e  C i t y  o f  R e a d i n g .

E n a c t e d  ________________,  2 0 1 7

____________________________
Council President

Attest:

____________________________
City Clerk

Submitted to Mayor: ____________

Date: ______________

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§308-101. Definitions. The following words and phrases when used in this chapter shall have the meanings given to them in this section unless the context clearly indicates otherwise: Additional definitions for purpose and use of the property are found within the City of Reading Zoning Ordinance.

BUSINESS PRIVILEGE LICENSE - a license issued by the Berks Earned Income Tax Bureau per City of Reading Codified Ordinance Chapter 549, Taxation, Special, Part 4, Business Privilege Tax, authorizing one to perform business including, for purposes of this Part, renting.

CODE AND LICENSE APPEALS BOARD - Board authorized to hear, among other things, appeals of and render decisions in matters concerning housing.

CODES - any state or local code or ordinance adopted, enacted or in effect in and for the City of Reading.

CODES OFFICIAL - a City of Reading employee or authorized agent sworn to enforce the City of Reading Codes and Codified Ordinances. This term is used interchangeably with Property Maintenance Inspector (PMI).

DWELLING UNIT – A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

OWNER - the record titleholder per Berks County Assessment Office.

PROPERTY MAINTENANCE DIVISION - a division of the City of Reading Community Development Department charged with enforcing the City of Reading Codified Ordinances
governing issues including, but not limited to, housing, property maintenance, health and 
blight.

**REGISTRATION** - filing of a housing application to register a parcel as required by this 
ordinance.

**RESPONSIBLE LOCAL AGENT** – a Berks County resident/company designated by the 
owner as the agent responsible for managing a non-owner occupied dwelling in 
compliance with the City of Reading Codified Ordinances when the dwelling is owned 
by a person or entity who resides more than 25 miles outside of the City of Reading.

**ZONING** - City of Reading Zoning Ordinance [Chapter 600].

**ZONING PERMIT** - a permit issued by the City of Reading Zoning Division per the City of 
Reading Zoning Ordinance [Chapter 600].

§308-102. Housing Registration Required.

Owners of residential and mixed-use parcels are required to apply for and renew a housing registration 
issued by the City of Reading Property Maintenance Division per the procedure established by this 
code and policies created hereunder.

Owners of single-family owner occupied properties are excluded from this requirement but are 
required to confirm owner occupancy.

§308-103. Application for a Housing Registration.

A. Applications for housing registration shall be made in writing or by electronic application on 
forms prepared and provided by the City of Reading Property Maintenance Division and shall be 
accompanied by payment of the applicable fee(s) as per the City of Reading Fee Schedule §212. Such 
forms shall require, but shall not be limited to the following information and shall be accepted and 
sworn to by the owner:

1. The name, business address, date of birth, telephone numbers, (business and 
mobile), and driver’s license, state issued identification or governmental 
identification number(s) of all of the owner(s) and the responsible local agent of 
any residential and mixed-use parcel. A Federal EIN (employee identification 
number) must be provided if the owner is a corporation, limited liability company, or 
partnership.

2. The address of the premises for which the housing registration is required.

3. A zoning permit application as applicable.
4. Participation in a recognized trash/disposal program and the City’s recycling program will be verified.

5. The business privilege license number as provided by the City.

B. Registration of any parcel required to have a housing registration is required within fifteen (15) thirty (30) days of the change of ownership or change of use.

C. Special provisions for properties with a valid “housing permit” issued prior to December 31, 2007 but lacking valid zoning permits for multiple dwelling or rooming house use.

1. Any property previously registered with the City of Reading Property Maintenance Division and holding a valid “housing permit” issued by the Reading Property Maintenance Division prior to December 31, 2007 and has remained current shall be required to apply to the Zoning Administrator for a zoning permit prior to submitting an application for a housing registration. The Zoning Administrator shall make an initial determination as to whether the subject property is located within a zoning district where multi-family rental use is legally permitted as an allowed use or a use previously approved as a Conditional Use pursuant to subsection D of §27-1203 of the Zoning Ordinance, as amended.

   (a) If the Zoning Administrator determines that the subject property is located within a zoning district where multi-family rental use is legally permitted in accordance with the foregoing provisions in Subsection A, it will be granted a zoning permit as a legally permitted use under the applicable zoning, subject to subsection B hereunder, and it will be required to comply with all of the provisions of this chapter and any other applicable chapters as verified upon inspection by the Property Maintenance Division.

   (b) If the subject property had a valid “Housing Permit” as of December 31, 2007 but is determined to be located within a zoning district where multi-family rental use is not legally permitted in accordance with the foregoing provisions in Subsection A, it will be granted a zoning permit as a prior “non-conforming use” by the Zoning Administrator within the meaning of subsection B of §27-607 of the Zoning Ordinance and remain eligible for a Housing Registration provided it conforms to the remaining requirements of the City of Reading Codes and Codified Ordinances.

2. The Zoning Administrator shall make a secondary determination as to whether the number of dwelling dwellings present exceeds the number of units previously recorded for the premises in City records. A Housing Registration will be denied until the property is modified to comply with the number of units previously recorded.

3. A zoning permit issued by the Zoning Administrator in accordance with Sections A and B hereinabove shall satisfy the requirements of §308-105 and the issuance of a
§308-104. Annual Renewal of Housing Registration.

A. Each housing registration shall be renewed by the registrant on or before the 1st of April in each and every calendar year regardless of when the original registration was filed in the previous year. If the 1st of April falls upon a Saturday, Sunday or holiday the deadline shall be the close of business on the next business day. Renewal of a housing registration shall be made in writing or by electronic application upon forms prescribed by the Property Maintenance Division. Submission of annual renewal forms shall be accompanied by payment of the specified renewal fee as per the City of Reading Fee Schedule §212.

B. Annual housing registration renewal forms shall require the owner, in addition to the information specifically required in other provisions of this Chapter, to provide the following: (a) the operational status of fire and smoke alarms, the operational status of fire escapes and emergency exits, if applicable, and (b) any changes or alterations to the interior or exterior structural and/or mechanical components or systems of the building or any individual dwelling unit therein including repairs due to casualty loss, since the date of the application of the housing registration or the last renewal thereof, whichever is later. The annual registration–renewal forms shall further require the owner to verify that false statements therein made are subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

C. Submission of annual renewal forms after the April 1st deadline shall be subject to a surcharge as provided in the City of Reading Fee Schedule §212. All delinquent accounts may be given to collections as per this subpart. Failure to submit an annual renewal form as required herein before July 1st in each and every year may result in the immediate revocation of the housing registration and be subject to §308-112, Failure to Apply for Housing Registration.

D. In the event of revocation of the housing registration, the property owner must file an application for reinstatement upon a form prescribed by the Property Maintenance Division and the filing of said application shall be accompanied by payment of all outstanding Property Maintenance fees and surcharges.

E. Notwithstanding the filing of an application for reinstatement nothing herein shall prevent the City of Reading from undertaking legal action to enforce any other provision of the City of Reading Codified Ordinances, including action to enjoin any continued occupancy of the property by tenants residing therein and/or action to abate any nuisance, dangerous condition or other threat to the health and safety of the tenants residing therein or the general public.
§308-105. Denial of Application for Housing Registration.

A. The City may deny a housing registration or renewal to any applicant of said dwelling, building or dwelling if it is not in compliance with any state or local code or ordinance adopted, enacted or in effect in and for the City of Reading, is in pending litigation for violations of the aforesaid Code or has been declared uninhabitable and/or condemned by the appropriate authority with jurisdiction.

B. The City may deny an application for a housing registration if the applicant (or in the case of a corporate or similar entity, its owners or affiliates) have a demonstrable history on three or more occasions of failing to address cited code violations, including lack of utilities, that present immediate threats to human health and safety within the compliance period specified by the Property Maintenance Division, currently has unresolved codes violations, delinquent Property Maintenance fees or has any tax delinquencies.

C. The City of Reading Property Maintenance Division is hereby authorized to placard and condemn a property for which a housing registration has not been filed with the Property Maintenance Division as required by this Part. Such action requires vacation of the property as determined by the Property Maintenance Division in the exercise of its discretion.

§308-106. Revocation of a Housing Registration.

1. The City of Reading Property Maintenance Division shall, have the authority to revoke or suspend the housing registration of any dwelling, or building, rooming house, or dwelling that it determines within the reasonable exercise of its discretion to be uninhabitable by humans, and in noncompliance with any state or local code or ordinance adopted, enacted or in effect in and for the City of Reading or has failed an inspection. A housing registration may also be revoked if it is determined that the registration was filed upon material misrepresentations, errors or omissions set forth in the application.

2. The City may revoke a housing registration if the applicant (or in the case of a corporate or similar entity, its owners or affiliates) has a record of chronic codes violations, and currently has unresolved codes violations, delinquent Property Maintenance fees or has any tax delinquency.

3. A notice of a revocation of a housing registration shall set forth the reason for the revocation and shall be provided in writing to the last known owner of record.

§308-107. Change of Address.

A. Any owner of a residential and mixed-use parcel governed by this subpart who relocates or changes mailing address shall file written notice of the same with the City of Reading Property Maintenance Division within 10 days of such relocation or change in
mailing address. Failure to provide such notice will not excuse an owner from penalties due to a violation under this Part.

§308-108. Inspection.

A. All properties that are subjected to registration will be placed into a routine inspection cycle to determine if the parcel is compliant with the applicable codes and codified ordinances. It is the responsibility of the owner to make tenant(s) aware of the date and time of the inspection and obtain tenant consent.

B. An inspection of all applicable parcels will be on a revolving basis not less than every 2 years nor more than every 5 years from the start date of the previous routine inspection.

C. An inspection will be conducted as per the Property Maintenance Division’s Standard Operating Procedure and a report with any violations or a letter of compliance will be given to the owner as per Official Notices §308-117. The report will list all, if any, violations with a reasonable time identified to remedy the violation.

D. An initial inspection, reinspection and/or extension inspection(s) may be necessary to achieve compliance.

E. Inspection fees and penalties are listed in the City of Reading Fee Schedule §212.

F. Complaint Inspections. Nothing in this Part shall preclude the Property Maintenance Division from performing an inspection upon receipt of a complaint of a violation or a violation identified by a Code Official of the City of Reading codes and codified ordinances existing at the parcel. Said inspections shall be in accord with the applicable codes and ordinances and regulations and policies established by the City of Reading Property Maintenance Division. An inspection will be conducted as per the Property Maintenance Division’s Standard Operating Procedure and a report with any violations or a letter of compliance will be given to the owner as per Official Notices §308-117. The report will list all, if any, violations with a reasonable time identified to remedy the violation.

G. Search Warrant. If any owner, **responsible local agent**, occupant or other person in charge of a structure subject to the provisions of this Part refuses, impedes, inhibits, interferes with, restricts or obstructs entry and free access to every part of the structure or premises where inspection authorized by this Part is sought, the administrative authority, Property Maintenance Division, shall promptly apply for an administrative search or inspection warrant to a court of competent jurisdiction and shall supply all necessary affidavits and testimony to indicate that there is a reasonable or probable cause to conduct an inspection. The Property Maintenance Division is further authorized to apply for an injunction to a court of competent jurisdiction and seek injunctive relief as necessary.
H. Failure to Appear for Inspection. If the owner or authorized agent responsible local agent cannot be available at the proposed time, said owner or authorized agent responsible local agent shall provide no less than 24-hour written notice to the Property Maintenance Division. Upon failure to give such written notice or upon failure to gain entry, an administrative fee as provided in the City of Reading Fee Schedule §212 will be assessed against the owner for failing to supply written notice or appear. If the property owner or authorized agent responsible local agent fails to appear for a third scheduled inspection or any combination of scheduled inspections, cancellations or failure to gain entry, the Property Maintenance Division shall assess an administrative fee as provided in the City of Reading Fee Schedule §212 and may placard the subject property and/or promptly seek an administrative search or inspection warrant from a court of competent jurisdiction by supplying all necessary affidavits and testimony in support thereof.

§308-109. Reserved.

§308-110. Responsible Local Agent

1. Designation. Any owner who rents, leases or lets a property in the City of Reading and who resides more than 25 miles from the City of Reading shall designate and appoint an adult individual or company to serve as the responsible local agent for such property. The responsible local agent shall provide the code official with access to the property for inspection purposes necessary to ensure such compliance. A responsible local agent is required to reside within or maintain a principal office in Berks County, Pennsylvania.

2. Proof of a written power of attorney authorizing the responsible local agent to manage said properties and interact with the Property Maintenance Division staff is required to be filed with the City of Reading Property Maintenance Division.

3. The responsible local agent requirement shall be effective ninety days after the effective date of this ordinance.

§308-111. Structural Changes

Any change in the structural condition or integrity of a property shall be reported in writing to the Property Maintenance Division within seven (7) days of such change. Prior to any change in the structural condition or integrity of a property, the owner shall obtain any necessary permits from the Building and Trades Office.

§308-112. Failure to Apply for Housing Registration.
A. **Prohibition.** It shall be unlawful for the owner of any property to fail to apply for Housing Registration as required in §308-102, Housing Registration Required.

B. **Surcharge.**

1. In the event an authorized city official determines an owner failed to register a property, a non-compliance surcharge as provided in the City of Reading Fee Schedule §212, fees shall be imposed to the application fee and written notice of non-compliance shall be delivered personally, mailed to the owner by first class/certified mail or email at the last known address, as well as by posting written notice in the form of a placard on the front entrance of the subject property. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service upon any executive officer of a corporation shall be a sufficient, but not the exclusive method of service upon the corporation. Service upon any partner of a partnership shall be a sufficient but not the exclusive method of service upon the partnership.

2. Said notice of non-compliance shall advise the owner of the non-compliance surcharge and the requirement to register the property within fifteen (15) days from the date of mailing and posting. Failure to submit a complete application or file a written request for review or appeal within the prescribed time shall result in the assessment of a continuing non-compliance surcharge as per the City of Reading Fee Schedule §212 until such time as a complete application for a Housing registration is received by the Property Maintenance Division. The City of Reading may pursue an in personam action (legal proceeding against the person) for the collection of any outstanding surcharges owed.

§308-113. Owner and Occupant Duties.

A. **Owner’s Duties.**

1. It shall be the duty of every owner to keep and maintain all residential and mixed use parcels in compliance with all applicable codes and provisions of all applicable state laws and regulations and local ordinances, and to keep such property in good and safe condition and to be aware of, and to act to eliminate disruptive conduct in such parcels.

4. It shall be the responsibility of every owner to employ policies and manage the residential and mixed use parcels under his/her control in compliance with the provisions of this Chapter, the City Codes and Codified Ordinances and applicable State laws.

B. **Tenant/Occupant Duties**
1. The occupant(s) shall comply with all obligations imposed unto by this Part and by the City of Reading Codified Ordinances as well as all state laws and regulations.

2. The occupant(s) shall conduct themselves and require other persons including, but not limited to, guests on the premises and within their rental unit \textit{control} with their consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of the premises by others and that will not disturb the peaceful enjoyment of adjacent or nearby properties by people occupying the same.

3. The occupant(s) shall not engage in, nor tolerate, nor permit others on the premise to cause damage to the property or engage in disruptive conduct, or other violations of this Part, city codes or applicable state laws.

4. Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a disruptive conduct report upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said report shall include, if possible, the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed.

\textbf{§308-114. Owners Jointly and Severally Responsible.}

If any regulated dwelling unit or rooming unit \textit{dwelling} is owned by more than one person, in any form of joint tenancy, as a partnership, corporation or found to have an equitable interest, each person shall be jointly and severally responsible for the duties imposed under the terms of this Part and shall be severally subject to prosecution for the violation of this Part.

\textbf{§308-115 - Fees for Housing Registration, Surcharges and Administrative Fees}

\textbf{A. Fee Schedule}

Fees required for an application for, and annual renewal of, a housing registration, as well as inspection-related and other applicable fees shall be established by City Council and included on the City’s fee schedule.

\textbf{B. Waiver of Fees}

The registration fees established in subsection A above shall be waived if the owner, spouse or family member of the owner occupy a single family property.

\textbf{C. Prosecution of Violation.}

Notwithstanding the above, nothing will prevent the Property Maintenance Division from commencing a summary offense criminal action via the issuance of a non-traffic citation
for sections of Chapter 308 in accord with the Pennsylvania Rules of Criminal Procedure in the court of appropriate jurisdiction and the violations shall be deemed a strict liability offense.

D. Collections

All delinquent fees under this part shall be turned over to a Collections Agency and are subject to collection costs.

§308-116. Reserved


All official notices shall be delivered by first class mail to the address of record of the owner. The address of record of the owner shall be that provided to the Property Maintenance Division and in the absence of the same the address provided by the County of Berks. Any owner change of address must comply with §308-107. There shall be a rebuttable presumption that any notice required to be given under this Part shall have been received by owner if the notice was given in the manner provided. A claim of lack of knowledge by the owner of any violation hereunder or City of Reading Codes shall not be a defense to license nonrenewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such action were given and deemed received in accord with the applicable provisions of this Part.

§308-118. Placarding and Condemnation

The City of Reading Property Maintenance Division is hereby authorized to placard and condemn thereby requiring the immediate vacation, or within the discretion of the Property Maintenance Division, vacation within a specific and reasonable amount of time for vacation of a property that is being rented and for which a housing registration has not been filed or for which an inspection has not been complied by the Property Maintenance Division as required by Section 108 of this Chapter.

§ 308-119. Review and Appeals

I. Review and Appeals

A. A property owner/responsible local agent may make a written request to the Director of the Department of Community Development within fifteen (15) calendar days for review of any fees or surcharges (including the calculation thereof) imposed upon a finding of non-compliance. The Director of Community Development, or his designee, shall conduct said review and issue a written determination.

B. If a property owner/responsible local agent feels aggrieved by a review finding, the property owner/responsible local agent must make a written request within fifteen (15) days of
the date of the determination to the Director of Community Development for a de novo appeal to challenge or dispute a finding of non-compliance and/or the calculation of any fees or surcharges imposed as a result thereof. The request shall be accompanied by a deposit as per the City of Reading Fee Schedule §212 as security for the payment of costs in the event findings and calculations by the Property Maintenance Division is affirmed. The appeal shall be conducted by the Code and License Appeals Board as per the applicable ordinance. The unexcused failure of the owner/responsible local agent to appear for said appeal will result in the denial and dismissal of the challenge or dispute. The cost of the appeal shall be borne by the City in the event the findings and calculations by City personnel are not fully affirmed.

2. **Subsequent Appeals**

   Any subsequent appeal filed under this Ordinance shall be filed to the Berks County Court of Common Pleas pursuant to 2 Pa.C.S. §751 and §752.

**PART II.**

**DISRUPTIVE CONDUCT**

**EXHIBIT A**

**PART B. Disruptive Conduct**

§ 308-130. Definitions.

As used in this subpart, the following terms shall have the meanings indicated:

**CODE AND LICENSE APPEALS BOARD** - Board authorized to hear, among other things, appeals of and render decisions in matters concerning Disruptive Conduct Reports.

**DISRUPTIVE CONDUCT**—Any form of conduct, action, incident or behavior perpetrated, caused or permitted by any occupant or visitor of a dwelling that is so loud, untimely (as to hour of the day), offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their premises, or causes damage to said premises such that a report is made to a police officer and/or a public officer complaining of such conduct, action, incident, or behavior, with the exception of domestic abuse or domestic violence, as per Pa. Title 23 Domestic Relations, Chapter 61 and as defined herein. Exemptions may also include circumstances relating to familial status or disabilities. It is not necessary that such conduct, action, incident or behavior constitutes a criminal offense, nor that criminal charges be filed against any person in order for said person to have perpetrated, caused or permitted the commission of disruptive conduct, as defined herein. Provided, however, that no disruptive conduct shall be deemed to have occurred unless a public officer or a police officer shall investigate and make a determination that such did occur, and keep written records, including a disruptive conduct report, of such occurrences. The occupant and the owner, operator, responsible agent or manager shall be notified of any such occurrences, in writing.
DISRUPTIVE CONDUCT REPORT —— A written report of disruptive conduct on a form to be prescribed therefore to be completed by a police officer or a public officer, as the case may be, who actually investigates an alleged incident of disruptive conduct and which shall be maintained by the Department of Police and Property Maintenance Division.

DOMESTIC ABUSE (OR DOMESTIC VIOLENCE) A pattern of abusive or harmful behavior within the confines of an intimate relationship. Domestic abuse generally occurs between people who do or do not share a home—such as a husband and wife, boyfriend and girlfriend, parent and child, estranged spouses, etc. Some examples of domestic abuse include but are not limited to the following:

• Physical abuse (hitting, pushing, kicking, restraining, throwing objects or otherwise touching another with unwanted physical aggression)
• Verbal abuse (using derogatory or emotionally hurtful language with the intent to invoke fear or lower self-esteem)
• Sexual abuse
• Emotional abuse
• Intimidation
• Threatening
• Stalking

TWELVE (12) MONTH PERIOD —— For purposes of this subpart, twelve-month period shall be calculated by counting 12 months back from the most recent disruptive conduct report.

§ 308-131. Investigation and report; suspension and/or revocation of housing permit.

Police officers or public officers shall investigate alleged incidents of disruptive conduct. They shall complete a disruptive conduct form upon a finding that the reported incident constitutes disruptive conduct as defined herein. The information filed in said form shall include the identity of the alleged perpetrators of the disruptive conduct and all other obtainable information, including the factual basis for the disruptive conduct described on the prescribed form. A copy of the disruptive conduct form will be provided to the occupant. If the finding is considered valid by the Reading Police Department, a copy of the disruptive conduct report shall be mailed to the occupant and mailed to the owner within 15 working days of the date the form is issued to the occupant.

A. Eviction. After two disruptive conduct incidents in any twelve-month period by an occupant documented by disruptive conduct reports, the owner shall have 10 working days from the date of the written notice to begin eviction proceedings against the occupant(s) or pursue an appeal. This subsection is not intended to limit or inhibit the owner’s right to initiate eviction action.
B. Suspension or revocation of housing permit. Failure of an owner or local authorized Agent to take action required in Subsection A above will result in the commencement of the process to suspend the Housing Permit for the property where the disruptive conduct incident occurred in accordance with/per the process established herein, notwithstanding any other requirements therefor.

C. Reinstatement of housing permit. The dwelling involved shall not have its Housing Permit reinstated until the applicable reinstatement fee is paid and the disruptive occupants have been evicted, unless the appeal filed by the property owner or occupant has concluded and was approved. Notwithstanding this subsection, if there are violations assessed against the owner per the provisions of this Part which require suspension or revocation, a Housing Permit shall not be reinstated until compliance with the requirements therefor have occurred.

D. Report against all occupants. The content of the disruptive conduct report shall count against all occupants of the dwelling. The content of the disruptive conduct report shall not count against all occupants of the dwelling if the complaint is initiated by one of the dwelling occupants. More than one disruptive conduct report filed against the occupants of a dwelling in a twenty-four-hour period shall count as a single disruptive conduct report for the purpose of the preceding subsection.

E. Maintenance of list of disruptive conduct report tenants and occupants and evicted occupants. The Property Maintenance Division shall maintain a list of the names of all occupants and tenants against whom a disruptive conduct report is issued as a result of this Part. The Property Maintenance Division shall also maintain a list of all occupants and tenants evicted as a result of this Part. The names shall remain on the list for a period of five years.

§ 308-132. Code and License Appeals Board.

A. Appeals. The occupant and/or owner may appeal the contents of said disruptive conduct report. Additionally, any person aggrieved by the suspension, nonrenewal, denial or revocation of a Housing Permit may appeal. All appeals must be filed, in writing, with the Director of the Department of Community Development, with the appropriate filing fee, as per the City of Reading Fee Schedule § 212, within fifteen (15) business days from the date appearing on the disruptive conduct report or notice of suspension, nonrenewal, denial or revocation of a Housing Permit mailed to the occupant or property owner.

B. Enforcement Upon Resolution of Appeal of Code and License Appeals Board
Upon a successful appeal to the Code and License Appeals Board, that disruptive conduct report will be withdrawn and discounted within that twelve (12) month period. However, once all appeals to the Code and License Appeals Board have been exhausted and a second disruptive conduct report has been confirmed, the public officer shall re-inspect the premises in question fifteen (15) business days from the date of decision to ensure either that the unit is vacant, or that the owner has
commenced the eviction process. Failure to comply will result in revocation of the unit’s Housing Registration.

§ 308-133. Appeal to Court of Proper Jurisdiction.
Once a DCR is issued, any person aggrieved by any decision of Code and License Appeals Board, may immediately appeal to the Court of Common Pleas of Berks County, or a court of proper jurisdiction. Such appeal shall be made by a duly verified petition in accordance with the Pennsylvania Rules of Civil Procedure and shall set forth the factual and legal basis upon which the decision of the Board is alleged to be incorrect or illegal, in whole or in part. A timely petition filed with the Court shall be served upon all parties before the Code and License Appeals Board, including the Board and City of Reading, at the time of its filing and shall stay enforcement of the Board's decision. A successful appeal to the Court shall rescind all prior disruptive conduct reports issued within a twelve (12) month period.

§ 308-134. Share information.
The City of Reading Property Maintenance Division is authorized to share any and all information obtained under this code with the other departments and divisions of the City of Reading.

§ 308-135. Compliance with other City of Reading ordinances.
Every owner of every dwelling, in addition to the provisions set forth herein, shall comply with any state or local code or ordinance adopted, enacted or in effect in and for the City of Reading.

PART III
ABANDONED PROPERTY REGISTRATION

§308-301. DEFINITIONS.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

ABANDONED REAL PROPERTY - any real property located in the City, whether vacant or occupied, that is in default on a mortgage, has had a lis pendens filed against it by the Mortgagee holding a mortgage on the property, is subject to an ongoing foreclosure action by the Mortgagee is subject to an application for a tax deed or pending tax assessors lien sale, or has been transferred to the Mortgagee under a deed in lieu of foreclosure. The designation of a property as "abandoned" shall remain in place until such time as the property is sold or transferred to a new owner, the foreclosure action has been dismissed and any default on the mortgage has been cured.

APPLICABLE CODES - to include, but not be limited to, the City’s Codified Ordinances ("City Code") and the Pennsylvania Building Code.
ENFORCEMENT OFFICER - any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector or building inspector, or other person authorized by the City to enforce the applicable code(s).

MORTGAGEE – The Lender in a Mortgage.

VACANT - any building or structure that is not legally occupied.

§308-302. ESTABLISHMENT OF A REGISTRY

Pursuant to the provisions of this Part, the City or designee shall establish a registry cataloging each Abandoned Property within the City, containing the information required within.

§308-303. REGISTRATION OF ABANDONED REAL PROPERTY

A. Any mortgagee who holds a mortgage on real property located within the City of Reading shall perform an inspection of the property to determine vacancy or occupancy, upon default by the mortgagor. The mortgagee shall within ten (10) days of the inspection, register the property with the City’s Property Maintenance Division on forms or website access provided by the City, and indicate whether the property is vacant or occupied. A separate registration is required for each property, whether it is found to be vacant or occupied.

B. If the property is occupied but remains in default, it shall be inspected by the mortgagee or his designee monthly until (1) the mortgagor or other party remedies the default, or (2) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the mortgagee shall, within ten (10) days of that inspection, update the property registration to a vacancy status on forms or website address provided by the City.

C. Registration pursuant to this section shall contain the name of the mortgagee and the server, the direct mailing address of the mortgagee and the server, a direct contact name and telephone number for both parties, facsimile number and e-mail address for both parties, the folio or tax number, and the name and twenty-four (24) hour contact phone number of the property management company responsible for the security and maintenance of the property.

D. A non-refundable annual registration fee shall be assessed as per the City of Reading Fee Schedule §212 and shall accompany the registration form or website registration.

E. All registration fees must be paid directly from the Mortgagee, Servicer, Trustee, or Owner. Third Party Registration fees are not allowed without the consent of the City and/or its authorized designee.
F. This section shall also apply to properties that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

G. Properties subject to this Part shall remain under the annual registration requirements of this section, and the inspection requirements of this ordinance.

H. Any person or legal entity that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.

I. Failure of the mortgagee and/or owner to properly register or to modify the registration form from time to time to reflect a change of circumstances as required by this Part is a violation of this Part and shall be subject to enforcement.

J. Pursuant to any administrative or judicial finding and determination that any property is in violation of this Part, the City may take the necessary action to ensure compliance as per this ordinance.

§308-304. MAINTENANCE REQUIREMENTS

All abandoned real properties are subject to the requirements contained within the City’s Property Maintenance Ordinance.

§308-305. INSPECTIONS FOR VIOLATIONS

Adherence to this Part does not relieve any person, legal entity or agent from any other obligations set forth in any applicable code(s), which may apply to the property.
TO: City Council
FROM: Glenn Steckman, Managing Director
       Josephina Encarnacion, Acting Admin. Services Director
       Keith Zehner, Zoning Division Manager
PREPARED BY: Don Pottiger, Controller
MEETING DATE: April 24, 2017
AGENDA MEMO DATE: May 8, 2017
REQUESTED ACTION: Amend the General Fund 2017 budget to reflect the payment of a lease for 2 vehicles currently leased by the zoning division which were overlooked during the preparation of the 2017 budget.

RECOMMENDATION
The Managing Director recommends the above changes in the General Fund budget, resulting from the existing lease of 2 vehicles.

BACKGROUND
The City had entered into a four year lease in December 2015 to lease two vehicles for the zoning division. The 2016 lease year payment was paid at the initiation of the lease in 2015. The second installment was due January 1, 2017. This amount had not been included in the 2017 adopted budget. The administration has requested that these funds be made available to allow for the obligation to be paid.

BUDGETARY IMPACT
The authorization of the amendment will not impact the overall budget.
PREVIOUS ACTIONS
None

SUBSEQUENT ACTION
Council to take action to approve an ordinance for the authorization to provide funds to allow the payment as per the existing lease agreement.

RECOMMENDED BY
The Managing Director recommends approval.

RECOMMENDED MOTION
Approve/deny the ordinance authorizing Council to take action to approve funding to pay for the lease obligation related to the 2 vehicles currently in use by the zoning division.

Drafted by: Solicitor
Sponsored/Referred by: Managing Director
Introduced on: April 24, 2017
Advertised on: N/A

BILL NO. _____-2017
AN ORDINANCE

AMENDING THE 2017 GENERAL FUND BUDGET ORDINANCE AUTHORIZING AN APPROPRIATIONS TRANSFER WITHIN THE GENERAL FUND IN THE AMOUNT OF $11,736 FOR COSTS ASSOCIATED WITH 2 LEASED VEHICLES NOT IDENTIFIED DURING THE 2017 BUDGET PREPARATION.

The Council of the City of Reading hereby ordains as follows:

Section One: Council hereby authorizes amending the 2017 General Fund budget and the transfer of cash reserves in the General Fund in the amount of $11,736.00 to allocate funds to pay for the existing lease of 2 vehicles in the zoning division not previously budgeted during the creation of the 2017 budget.

Section Two: The payment will be paid from the General Fund Zoning Division Vehicle Lease budget line item (01-10-37-4803) for the amount of $11,736.00, and the line item will be funded by the reduction of the General Fund Zoning Division Salaries budget line item (01-10-37-4000) for the amount of $11,736.00.

Section Three: This Ordinance shall be effective ten (10) days after adoption pursuant to Sections 219 and 221 of the City of Reading Home Rule Charter.
Adopted _________________________, 2017

_____________________________________
President of Council

Attest:

_____________________________________
City Clerk

Sent to Mayor ______
Date: ___________
Signed by Mayor ______
Date: ___________
Vetoed by Mayor: ______
Date: ___________
Over-ridden by Council:
Date: ___________
TO: City Council
FROM: Glenn Steckman, Managing Director
       Josephina Encarnacion, Acting Admin. Services Director
       Ralph Johnson, Public Works Director
PREPARED BY: Tim Krall, Utility Engineer

MEETING DATE: May 22, 2017
AGENDA MEMO DATE: May 8, 2017
RECOMMENDED ACTION: Approve Appropriation Transfer

RECOMMENDATION:
The Administration recommends Council to approve a $200,000.00 budget transfer from the Liquid Fuels Fund – Use of Prior Years’ Surplus line item to the Liquid Fuels Fund – Contracted Services line item to allow payments to be made to construction contracts in 2017.

BACKGROUND:
The transfer is the amount originally scheduled for payments originally budgeted for costs related to the 2015 repaving project, which was expected to begin in 2016 but was delayed until 2017 due to contracting delays. The transfer is needed to cover those payments during the 2017 budget year, in addition to what was already budgeted for 2017.

BUDGETARY IMPACT:
The 2017 Liquid Fuels Fund – Contracted Services Account will be increased by $200,000.00

PREVIOUS ACTION:
None.

SUBSEQUENT ACTION:
Budget transfer to be approved by Council.
RECOMMENDED BY:
Robert Evans, Operations Manager of Public Works
Ralph Johnson, Director of Public Works.

RECOMMENDED MOTION:
Approve/Deny the transfer to the 2017 budget as presented.

Drafted by Solicitor
Sponsored by/Referred by Man Director
Introduced on May 8, 2017
Advertised on

BILL NO. ____-2017
AN ORDINANCE


The Council of the City of Reading hereby ordains as follows:

Section One: The 2017 Liquid Fuels Fund budget is hereby amended by changing the budget to reflect the funding of the 2015 repaving project, which had been partially budgeted in 2016 in the amount of $200,000, but did not begin until 2017.

Section Two: The purchase will be paid from the Liquid Fuels Fund Contracted Services budget line item (35-07-00-4216) in the amount of $200,000.00, and the line item will be funded by the increase of the Liquid Fuels Use of Prior Years’ Surplus line item (35-07-00-3990) in the amount of $200,000.00. The total amount now budgeted for this project is $772,000.00.

Section Three: This Ordinance shall be effective ten (10) days after adoption pursuant to Sections 219 and 221 of the City of Reading Home Rule Charter.

Adopted _________________________, 2017
Attest:

____________________________________
City Clerk

Sent to Mayor ______
Date: _________
Signed by Mayor ______
Date: __________
Vetoed by Mayor: ______
Date: __________
Over-ridden by Council:
Date: __________
REQUEST FOR APPROPRIATION TRANSFER

Requested by Division of Streets
Prepared by Tim Krall
Date 4/21/2017

<table>
<thead>
<tr>
<th>FROM Account Number</th>
<th>Account Name</th>
<th>AMOUNT</th>
<th>TO Account Number</th>
<th>Account Name</th>
</tr>
</thead>
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<tr>
<td>35-07-00-3990</td>
<td>Use of Prior Years' Surplus</td>
<td>$200,000.00</td>
<td>35-07-00-4216</td>
<td>Contracted Services</td>
</tr>
</tbody>
</table>

REASON FOR TRANSFER: The transfer is the amount originally scheduled for partial payment to the 2015 repaving project that was anticipated during the 2016 budget. However, that amount was not paid out due to contracting delays. This amount will be paid out in 2017. Therefore the transfer is needed to cover those payments in during FY 2017.

APPROVALS: 64
<table>
<thead>
<tr>
<th>Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division Manager</td>
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<tr>
<td>Department Director</td>
<td></td>
<td></td>
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<tr>
<td>Budget Manager</td>
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<tr>
<td>Administrative Services</td>
<td></td>
<td></td>
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<tr>
<td>Director</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Managing Director</td>
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</tr>
</tbody>
</table>

*Transfer Made On City Books*
RECOMMENDED ACTION:
Approve Appropriation Transfer

BACKGROUND:
The transfer is the amount originally scheduled for payments originally budgeted for costs related to the Kenhorst Boulevard repaving engineering project, which was expected to begin in 2016 but was delayed until 2017 due to contracting delays. The transfer is needed to cover those payments during the 2017 budget year, in addition to what was already budgeted for 2017.

BUDGETARY IMPACT:
The 2017 Liquid Fuels Fund – Contracted Services Account will be increased by $20,000.00

PREVIOUS ACTION:
None.

SUBSEQUENT ACTION:
Budget transfer to be approved by Council.
RECOMMENDED BY:
Robert Evans, Operations Manager of Public Works
Ralph Johnson, Director of Public Works.

RECOMMENDED MOTION:
Approve/Deny the transfer to the 2017 budget as presented.

Drafted by Solicitor
Sponsored by/Referred by Man Director
Introduced on May 8, 2017
Advertised on

BILL NO. _____-2017
AN ORDINANCE

The Council of the City of Reading hereby ordains as follows:

Section One: The 2017 Liquid Fuels Fund budget is hereby amended by changing the budget to reflect the funding of the Kenhorst Boulevard repaving engineering project, which had been partially budgeted in 2016 in the amount of $20,000, but did not begin until 2017.

Section Two: The purchase will be paid from the Liquid Fuels Fund Contracted Services budget line item (35-07-00-4216) in the amount of $20,000.00, and the line item will be funded by the increase of the Liquid Fuels Use of Prior Years’ Surplus line item (35-07-00-3990) in the amount of $20,000.00. The total amount now budgeted for this project is $50,000.00.

Section Three: This Ordinance shall be effective ten (10) days after adoption pursuant to Sections 219 and 221 of the City of Reading Home Rule Charter.

Adopted _________________________, 2017

_____________________________________
President of Council
Attest:

____________________________________
City Clerk

Sent to Mayor ______
Date: ___________
Signed by Mayor ______
Date: ___________
Vetoed by Mayor: ______
Date: ___________
Over-ridden by Council:
Date: ___________
**CITY OF READING**

**REQUEST FOR APPROPRIATION TRANSFER**

Requested by Division of Streets
Prepared by Tim Krall
Date 4/21/2017

<table>
<thead>
<tr>
<th>FROM</th>
<th>AMOUNT</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Number</td>
<td>Account Name</td>
<td>Account Number</td>
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<tr>
<td>35-07-00-35990</td>
<td>Use of Prior Years' Surplus</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

**REASON FOR TRANSFER:**

The transfer is the amount originally scheduled for partial payments to the Kehorst Boulevard reaving engineering project that was anticipated during the 2016 budget. However, that amount was not paid out due to contracting delays. This amount will be paid out in 2017. Therefore the transfer is needed to cover those payments in during FY 2017.
<table>
<thead>
<tr>
<th>APPROVALS:</th>
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</thead>
<tbody>
<tr>
<td>Division Manager</td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Department Director</td>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>
B I L L  N O. ______ - 2017
A N  O R D I N A N C E

PROVIDING A NO-PARKING RESTRICTION AT THE N. 13TH STREET AND ROCKLAND STREET INTERSECTION IN THE CITY OF READING

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The City of Reading agrees to restrict parking and to maintain the requisite No Parking signs at the North 13th Street and Rockland Street intersection beginning at the traffic signal pole located on the east side of North 13th Street adjacent to the north bound traffic lane and continuing south for a distance of approximately 160 feet. The present intersection configuration requires that a no parking zone be located along this lane within the intersection to clear that lane for northbound traffic. The purpose of the restriction is to allow for safe conformance to the official traffic signal permit plan.

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: __________
Report on the Proposed Riverfront Redevelopment Overlay Zone for Northwest Reading

Prepared by Aaron Booth, AIA

May 03, 2017

Summary

In the draft City of Reading Comprehensive Plan compiled in 2015, a Riverfront Redevelopment Overlay Zone is proposed for the area of Northwest Reading currently designated a M-C Manufacturing Commercial Zoning District.¹ This area includes the 49.17-acre parcel known as 1 Berkshire Place, which has been vacant since construction was halted on the Berkshire Bottling Works plant in December 2007.² The site and its context are characterized by several inherent qualities:

1. Riverfront: Development along the river should promote uses that depend upon adjacency to the river rather than non-dependent uses, enhance the public's access and enjoyment of the water's edge, and protect natural resources.³

2. Parkfront: The greenway corridor can develop into pedestrian-friendly public plazas, esplanades, and outdoor recreation that enrich neighborhoods and attract future development and visitors.

3. Above the Floodplain: Vacant land is elevated above the 100-year & 500-year floodplains, inviting flood-resistant development and offering outstanding views.

4. Large Scale: The scale of undeveloped land area is large enough to support a brand new urban district complete with the various commercial, residential, and recreational functions necessary to work, live, and play all within walking distance.

Rather than restricting the manufacturing and commercial uses currently permitted within the M-C Manufacturing Commercial Zoning District, the proposed Riverfront Redevelopment Overlay Zone would permit additional commercial, residential, and recreational possibilities for mixed-use development.

Given the success that many US cities have achieved in transforming their postindustrial waterfronts into vibrant mixed-use urban amenities for residents and visitors, it is in the City's interest to explore the opportunity for 1 Berkshire Place to be remediated and transformed into a community of viable businesses and residences. The intrinsic characteristics of the site and its context, which already contain an existing residential historic district, greenspace, elementary school, arts center, and community center, make this area much more conducive to mixed-use development of walkable streetscapes rather than a large-scale industrial facility with fenced perimeters. Beyond the undesirable byproducts of intensive manufacturing, such as shipping traffic, noise, pollution, blocked access to the riverfront, safety/security concerns, visual impacts, etc., data indicates that mixed-use development is a higher and better use, potentially generating significantly increased taxable floor area and employment opportunities, resulting in higher tax revenue and economic growth over time.

This report briefly examines key considerations of a Riverfront Redevelopment Overlay Zone, including mixed-use development and its employment potential, attracting new business investment, trends of deindustrialization and suburbanization, other sites for industrial development, the Keystone Opportunity Zone, roadway and access improvements, small-scale manufacturing and mixed-uses, and brownfield soil remediation.⁴ Based on these considerations, a 130.56 acre Riverfront Redevelopment Overlay Zone is anticipated to expand development opportunities for 1 Berkshire Place as well as underutilized parcels within portions of the neighboring Queen Anne Historic District in the Northwest section of the City of Reading.
**Mixed-Use and Employment Potential**

The *RiverPlace Master Plan* prepared by Sasaki Associates in 2005 was reviewed to analyze the employment-producing potential of 1 Barketshire Place.7 Based on the basic site layout indicated in the Master Plan, it is estimated that the site can support a development of several mixed-use buildings, which combine multiple occupancy types into a single structure. Within this arrangement of buildings, the total floor area may potentially include approximately 840,000 sf of commercial use on the 1st and 2nd Floors (retail, restaurants, services), 840,000 sf of office use on the 3rd and 4th Floors (business, technology-based research labs, medical), and up to 3,130,000 sf of residential use (a variety of market rate high rise apartments, condominiums, and low rise townhouses). A development of this typology is expected to a total gross building area of approximately 4,810,000 sf.

*Along the riverfront, a positive identity should build on the competitive advantage of desirable, prime riverfront land and proximity to downtown and neighborhoods. This approach recognizes that many areas along the riverfront, such as the Dens Yards and the Wyominging Creek area, are quite different from suburban locations that have large parcels and better highway access. Because of the proximity of existing and future residential neighborhoods, business investment along the riverfront must be compatible with these uses.*

Sasaki Associates
The US Green Building Council, the organization that administers the LEED certification program for sustainable building design and development, prescribes the number of square feet of gross floor area assignable to each employee for various building uses. Applying these figures, it is estimated that a mixed-use development at 1 Berkshire Place could potentially sustain up to 4,779 employees (see table below). By contrast, industrial uses may be estimated to support up to 300-1,250 employees.

**New Business Investment**

Based on the proposed mixture of uses at 1 Berkshire Place, business occupancy constitutes 35% of the total building area. The employment-producing potential of business uses warrants consideration of an amendment to the existing Zoning Ordinance to increase the minimum business use within the Riverfront Redevelopment Overlay Zone from 5% to 35%. The Overlay Zone is intended to attract new business investment, as well as residential investment, and mixed-use development is an effective redevelopment strategy for that purpose.

Given that the mixture of uses supports a variety of employment categories, the median annual income is used to estimate that mixed-use development could potentially generate over $6 million in annual county earned income tax revenue after the expiration of existing Keystone Opportunity Zone tax abatements. With a total construction value based on floor area estimated to be approximately $1.17 billion, the proposed development could potentially generate over $20 million in city real estate tax revenue after the expiration of tax incentives.

---

### EMPLOYMENT & TAX REVENUE ESTIMATE FOR MIXED USE DEVELOPMENT - 1 BERKSHIRE PLACE

<table>
<thead>
<tr>
<th>Proposed Use</th>
<th>Floor Area</th>
<th>% of Total</th>
<th>Total Employees</th>
<th>Median Annual Income</th>
<th>Income Tax Revenue</th>
<th>County Value of Potential City</th>
<th>Real Estate Tax Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>5th - 12th Floors</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Residential</td>
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<td>3,600,000</td>
<td>62%</td>
<td>2,280</td>
<td>$356,120</td>
<td>$2,964,730</td>
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<td>2nd &amp; 4th Floors</td>
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<td></td>
<td></td>
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<tr>
<td>General Office</td>
<td>250</td>
<td>570,000</td>
<td>12%</td>
<td>667</td>
<td>$356,120</td>
<td>$866,880</td>
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<tr>
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<tr>
<td>Retail, general</td>
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<td>320,000</td>
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<td>$756,559</td>
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<td>Service (e.g. financial)</td>
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<td>533</td>
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<tr>
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<td>Grocery store</td>
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<td>$356,120</td>
<td>$118,211</td>
<td>$12,500,000</td>
</tr>
<tr>
<td>Low Rise Floors</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Residential</td>
<td>N/A</td>
<td>130,000</td>
<td>3%</td>
<td>4,779</td>
<td>$6,214,621</td>
<td>$1,170,000,000</td>
<td>$20,685,460</td>
</tr>
</tbody>
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2. Floor area is representative of target building area. Source: Smith Associates, January 2020
Deindustrialization and suburbanization

"During the 19th century, the United States became the world’s dominant industrial power. The process by which the country was transformed from an agrarian to an industrial nation began in a host of small cities in the northeastern United States. Even after the growth of large manufacturing centers like Detroit and Pittsburgh, many smaller cities continued to hold their own as manufacturing centers well into the 20th century, in Delaware, southern New Jersey, and eastern Pennsylvania, many colonial towns were transformed into industrial cities during the 19th century. As with many such cities around the United States, all of these cities lost much or most of their industrial base after the end of the Second World War and have struggled both to find a new postindustrial identity and to identify new 21st century economic drivers to replace their lost manufacturing plants. While some cities have had some success, with Bethlehem and Lancaster becoming tourist destinations and Wilmington a center for banking and finance, they all face daunting economic, social, and physical challenges. Many have lost a significant part of the population they once had, which in most of these cities reached its peak at some point between 1920 and 1950. As many of these middle class residents have departed for the suburbs, and much of their younger generation for other parts of the nation, these cities have come to contain growing numbers of poor residents, many with limited attachment to the workforce." [16]

"All of these cities followed largely similar trajectories for much of their history, sharing a common course of late 19th and early 20th century growth spurred by industrialization, and then decline after 1930 triggered by a combination of suburbanization and the loss of most of each city’s manufacturing base." [17]

"As the forces of suburbanization and deindustrialization began to affect the Third District’s small manufacturing cities in the 1950s, these cities found themselves confronting a series of challenges posed by these forces, including demographic changes resulting in a smaller and poorer population; the loss of skills from manufacturing establishments; a declining role as the central retail district in the region; and falling property values and investment in the city’s building stock." [17]

Reading's manufacturing sector declined 64% between 1954 and 2007, and it is continuing to decline. [17] While the suburban and rural parts of Berks County have experienced service sector growth and a real estate boom, the City of Reading has acutely experienced the job and income loss related to the decline of manufacturing in the US. [14] Although the manufacturing sector remains a significant employer in Reading, continuing economic distress is evidence that the persistence of manufacturing does not translate to economic success. [15]

"While a strong manufacturing base is a valuable present asset, in that it may provide the city with tax revenues and a pool of relatively well-paying jobs for workers with limited formal education, its significance for the future of these cities is more uncertain. No city can reasonably assume that its manufacturing base is stable or likely to grow on its own and, thus, avoid the hard work of finding new economic engines. It is more likely that manufacturing will decline in the future rather than grow, and that the successful cities of the future will have diversified their economies significantly in other directions." [16]

Beyond 1 Berkshire Place, a wide range of existing land uses within the proposed Riverfront Redevelopment Overlay Zone are already present opportunities for diversified economic growth, including residential, retail, business, and light industrial. The Overlay Zone is intended to promote a variety of new uses that are complimentary to these existing business and residences, offering a diverse range of private investment and employment opportunities for residents. Just as no city can thrive if it fails to build the middle class, no city can thrive in today’s economic world unless it can draw significant private-sector investment. [17]

Reading has many underutilized assets that can catalyze growth in employment sectors other than manufacturing. Its rich history, its compact and walkable spatial pattern, its distinctive architecture, and its parks and riverfronts, all represent valuable resources that can draw new, dynamic populations and trigger future economic activity. [16]
Manufacturing Sector Trends

<table>
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<tbody>
<tr>
<td>Allentown</td>
<td>302</td>
<td>-10%</td>
<td>25,062</td>
<td>2,370</td>
<td>-47%</td>
<td>84</td>
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<tr>
<td>Altoona</td>
<td>70</td>
<td>-27%</td>
<td>5,671</td>
<td>1,800</td>
<td>-31%</td>
<td>89</td>
<td>26.3</td>
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<td>Bethlehem</td>
<td>100</td>
<td>-35%</td>
<td>27,239</td>
<td>5,200</td>
<td>-50%</td>
<td>85</td>
<td>61.0</td>
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<tr>
<td>Camden</td>
<td>203</td>
<td>-78%</td>
<td>199,405</td>
<td>2,631</td>
<td>-91%</td>
<td>18</td>
<td>51.2</td>
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<tr>
<td>Chester</td>
<td>83</td>
<td>-45%</td>
<td>11,404</td>
<td>5,825</td>
<td>-50%</td>
<td>84</td>
<td>67.0</td>
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<tr>
<td>Harrisburg</td>
<td>145</td>
<td>-78%</td>
<td>10,144</td>
<td>4,209</td>
<td>-60%</td>
<td>74</td>
<td>30.0</td>
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<tr>
<td>Lancaster</td>
<td>101</td>
<td>-52%</td>
<td>20,764</td>
<td>5,270</td>
<td>-73%</td>
<td>82</td>
<td>55.0</td>
</tr>
<tr>
<td>Reading</td>
<td>316</td>
<td>-65%</td>
<td>22,933</td>
<td>3,013</td>
<td>-13%</td>
<td>79</td>
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<tr>
<td>Scranton</td>
<td>272</td>
<td>-67%</td>
<td>18,677</td>
<td>1,821</td>
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<td>Shamokin</td>
<td>134</td>
<td>-98%</td>
<td>23,312</td>
<td>1,699</td>
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<tr>
<td>Wilkes-Barre</td>
<td>297</td>
<td>-11%</td>
<td>3,554</td>
<td>1,710</td>
<td>-47%</td>
<td>79</td>
<td>43.0</td>
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<td>Wilkes-Barre</td>
<td>186</td>
<td>-56%</td>
<td>21,944</td>
<td>1,378</td>
<td>-50%</td>
<td>29</td>
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<tr>
<td>York</td>
<td>238</td>
<td>-61%</td>
<td>21,791</td>
<td>5,346</td>
<td>-76%</td>
<td>78</td>
<td>63.0</td>
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<tr>
<td>Total of 13 Cities</td>
<td>2,788</td>
<td>-63%</td>
<td>202,828</td>
<td>42,252</td>
<td>-84%</td>
<td>113</td>
<td>64.0</td>
</tr>
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</table>


Alan Mallach, In Philadelphia's Shadows: Small Cities in the Third Federal Reserve District

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Manufacturing Earnings Over Time

![Manufacturing Earnings Over Time](chart)

Source: Bureau of Economic Analysis Local Area Personal Income Estimates, 1988-2012. Note that US industry data changed classification systems between the years 2000 and 2010. This results in a break in the data series above, as manufacturing is defined in a slightly different way between the 1998-2000 period and 2001-2012 periods.

Antonio Callari et al., Reading Economic Report
Sites for Industrial Development

In 2000, 530 acres (or 8.3%) of the City's 6,394 acres of land area was occupied by industrial use. Since that time, several industrial sites that were once active are now vacant or underutilized, increasing the amount of developable land area (e.g., over 25 acres at the former Dana Corporation site near Weisner and West Perry Streets). Considering only the east bank of the Schuylkill River, there are currently over 85 acres of undeveloped, formerly-industrial, riverfront land area, most of which is located within the existing M-C Manufacturing Commercial or H-M Heavy Manufacturing zoning districts. These sites for industrial development constitute over 14% of the total riverfront land area located within 1000 feet of the east bank of the Schuylkill River within Reading. Many of these sites, formerly owned by pillars of Reading's manufacturing history, have been vacant for over a decade. While it is important to accommodate new industrial development, the lack of demand requires policy consideration. Additionally, other underutilized parcels outside the City's riverfront area are more conducive to non water-dependent industrial redevelopment (e.g., the 12.5 acre former Glidden site, the 109.5 acre Norfolk Southern Railroad Yard).
It is not the lack of available industrial land that has led to Reading’s deindustrialization. Rather, this is part of a national trend of deindustrialization that has been affecting cities in the United States since the mid-twentieth century.

**Small-Scale Manufacturing and Mixed-Uses**

“Unlike the days when large companies dominated the nation’s commodity production, today’s manufacturing landscape is largely occupied by decentralized networks of small, specialized firms — many of which are hidden in plain sight in America’s urban areas.”

The existing M-C Manufacturing Commercial zoning designation in the proposed Riverfront Redevelopment Overlay Zone already allows many of the business types and amenities considered in the analysis of potential mixed-use development for 1 Berkshire Place. Uses permitted by right within the M-C District include offices and medical laboratories, restaurants, retail and wholesale sales and services, recreation facilities, financial institutions, exercise clubs, public parks, and nonmotorized recreation trails. However, does it not permit residential use.

Small-scale manufacturing businesses, those requiring 5,000 sq ft or less, can be compatible with mixed-use development and can provide work opportunities for residents within walking distance. This includes innovation-based operations (e.g., laser-cutting or 3D printing fabrication). While immediate adjacency between intensive manufacturing and housing within the same building is undesirable, small-scale manufacturing can certainly coexist within several hundred feet of residential uses on a site as large as 49.17 acres at 1 Berkshire Place.

“Small innovative companies involved in research and technology and light manufacturing of high value products will have minimal trucking requirements and may feature studios and live/work units.”

The Zoning Ordinance allows “the option of developing property under the RR District or under the underlying district,” but not both. The changing scale and typology of manufacturing may merit reconsideration of restrictions on mixed small-scale manufacturing and residential uses.

**Keystone Opportunity Zone**

Areas within the proposed Riverfront Redevelopment Overlay Zone occupy an existing Keystone Opportunity Zone (KOZ). The KOZ remains in effect until 2023 and would not be precluded by assignment of a Riverfront Redevelopment Overlay Zone in this area.

The tax benefits afforded by the KOZ program are not only intended for businesses. The program also grants abatements to residents located within the designated zone. Ordinances authorizing exemptions, deductions, abatements, and credits within the KOZ are explicitly intended to “stimulate industrial, commercial, and residential improvements.” KOZ’s have been effective in stimulating numerous mixed-use commercial and residential developments throughout Pennsylvania.

Since 1 Berkshire Place was designated as a KOZ site, new development has not been realized on the parcel. Although KOZ’s have been effective elsewhere at stimulating initial development investment, one drawback is that tax incentives at 1 Berkshire Place could defer over $20 million per year in City real estate taxes alone based on the analysis of potential mixed-use development on the site (refer to table on p. 4).

Provided that mixed-use new development does not contain a high percentage of low-income subsidized housing or non-profit uses, the new tax revenue generated after the expiration of the KOZ should strengthen the economic status of the City of Reading as intended and sustain the Reading School District’s ability to facilitate
future changes in its student population. The proposed Riverfront Redevelopment Overlay Zone would not limit RSD ability to expand Northwest Elementary School, which is the facility that would be most directly impacted by population increases within the proposed Overlay Zone.

**Brownfield Soil Remediation**

In November 2002, a Baseline Environmental Report for 1 Berkshire Place was filed by the Greater Berks Development Fund (GBDF) and approved by PADEP. This document identified contaminants discovered through soils investigation and recommendations for remediation. GBDF completed the remediation necessary to develop the site for light industrial and commercial uses. Although environmental regulations require a higher level of remediation for residential development, it is technically feasible to complete the remediation necessary to develop the site for mixed-use commercial, office, and residential use.

“Of the 122 soil samples collected and analyzed, 30 exceed a residential cleanup standard. While remediation will be required to address these impacts, it will only be required in the residential areas, and if the grading plan allows, much of this material could be consolidated into open space or utilized as commercial land. So there will have to be additional soil management costs as part of development, and sampling and analysis will need to be performed in residential areas that are remediated. But compared to transportation and disposal off-site, these costs are relatively minimal. Based on the assumption that materials can be managed on-site as part of development, I don’t see that the environmental impacts at the site would make such a redevelopment proposal financially infeasible.”

Jim Cowell PE, Liberty Environmental, Inc.

Strategies available to manage remediated soils on-site can help to make environmental cleanup for residential development financially achievable, and the relative cost of each effort would be a small percentage of the total investment for a large scale mixed-use development.

“Riverfront municipalities should take advantage of all opportunities to rehabilitate abandoned buildings and industrial and contaminated sites (known as Infill). Creatively upgrading, expanding, and reusing these sites and structures is an excellent way to infuse municipal centers with new capital investment and vitality.”

**Roadway and Access Improvements**

The River Road Extension Project, infrastructure upgrades intended to promote the viability of 1 Berkshire Place as an industrial site, has received funding and is estimated to commence with construction in March 2018. These improvements are needed to correct existing deficiencies and to supply adequate infrastructure, regardless of the type of redevelopment. Many of the benefits afforded to industrial development by the proposed road work are also beneficial to new mixed-use development, including:

1. Improved maneuverability for higher volumes of traffic.
2. Better highway access from within the City of Reading.
3. Safer pedestrian and bicycle facilities.
4. Correction of the intersection at Schuylkill Avenue and Windsor Street.

These upgrades also provide enhanced access to existing neighborhoods and recently completed townhomes on Weiser Street. The proposed Overlay Zone does not preclude the realization of the proposed road work, nor does it preclude an industrial use at 1 Berkshire Place.
future changes in its student population. The proposed Riverfront Redevelopment Overlay Zone would not limit RSD's ability to expand Northwest Elementary School, which is the facility that would be most directly impacted by population increases within the proposed Overlay Zone.

**Brownfield Soil Remediation**

In November 2002, a Baseline Environmental Report for 1 Berkshire Place was filed by the Greater Berks Development Fund (GBDF) and approved by PADEP. This document identified contaminants discovered through soils investigation and recommendations for remediation. GBDF completed the recommended remediation to develop the site for light industrial and commercial uses.

Although environmental regulations require a higher level of remediation for residential development, it is technically feasible to complete the additional remediation necessary to develop the site for mixed-use commercial, office, and residential use. "Of the 122 soil samples collected and analyzed, 30 exceed a residential cleanup standard. While remediation will be required to address these impacts, it will only be required in the residential areas, and if the grading plan allows, much if not all of this material could be consolidated into open space or onto commercial areas. So there will have to be additional soil management costs as part of development, and sampling and analysis will need to be performed in residential areas that are remediated. But compared to transportation and disposal off-site, these costs are relatively minimal. Based on the assumption that materials can be managed on-site as part of redevelopment, I don't see that the environmental impacts of the site would make such a redevelopment proposal financially infeasible." Jim Canetti PE, Liberty Environmental, Inc.

Strategies available to manage remediated soils on-site can help to make environmental cleanup for residential development financially achievable, and the relative cost of such efforts would be a small percentage of the total investment for a large scale mixed-use development.

**Roadway and Access Improvements**

The River Road Extension Project, infrastructure upgrades intended to promote the viability of 1 Berkshire Place as an industrial site, has received funding and is estimated to commence with construction in March 2018. These improvements are needed to correct existing deficiencies and to supply adequate infrastructure, regardless of the type of redevelopment. Much of the benefit afforded to industrial development by the proposed road work are also beneficial to new mixed-use development, including:

1. Improved maneuverability for higher volumes of traffic.
2. Better highway access from within the City of Reading.
3. Safer pedestrian and bicycle facilities.
4. Correction of the intersection at Schuylkill Avenue and Windsor Street.

These upgrades also provide enhanced access to existing neighborhoods and recently completed townhomes on Wister Street. The proposed Overlay Zone does not preclude the realization of the proposed road work, nor does it preclude an industrial use at 1 Berkshire Place.

"Riverfront municipalities should take advantage of all opportunities to rehabilitate abandoned buildings and industrial and contaminated sites (known as infill). Creatively upgrading, expanding, and reusing these sites and structures is an excellent way to infuse municipal centers with new capital investment and vitality."
2 Other names previously used for this site include RiverView Industrial Park, Dana Memorial Park, Riverfront Commerce Center, Reading Grey Iron, and Berkshire Bottling Works. See also Don Spatz, "New plan for bottling works in Reading revises old objections," Reading Eagle, June 29, 2010.

Riverfront development is most appropriate for water-dependent uses (e.g. boating, fishing, waterfront commerce and recreation) and water-enhanced activities that do not require direct access to the water, but whose riverfront location adds to the public's use and enjoyment of the water's edge (e.g. parks, playgrounds, restaurants, museums, and mixed-use retail office and residential), rather than non water-dependent uses (e.g. car washes, auto sales and storage operations, auto repair facilities, self-storage units, and manufacturing not involving waterfront transportation).

This report is not intended to be a comprehensive history or investigation of 1 Berkshire Place or its surrounding context. Rather, it is intended to address several key considerations that lead to the proposal of a Riverfront Redevelopment Overlay Zone for Northwest Reading.

6 Ibid., p. 10.
8 In North American small cities, employment density for industrial site planning may be estimated at 10-25 employees per acre. See Huk-Lin Leung, Land Use Planning Made Plain: Second Edition, University of Toronto Press, 2003, p. 122. Although actual manufacturing employment densities vary significantly based on the specific type of production (durable, nondurable, heavy, light, automated, etc.), total employment potential is generally limited by horizontal manufacturing processes planned for one-story building typologies.

9 City of Reading, PA, Code of Ordinances, Chapter 600 Zoning, Section 815.
11 Ibid., p. 53.
12 Ibid., p. 21.
13 Ibid., p. 19.
15 Mallach, p. 53.
16 Ibid., p. 47.
17 Ibid., p. 64.
18 Ibid., p. 5.
19 Ibid., p. 20.
20 Callari et al., p. 10.
22 The only parcel included in this figure that is not located with the existing M-C Manufacturing Commercial or H-M Heavy Manufacturing zoning districts is the 5.6 acre parcel at Windsor & Ritter Streets owned by the Reading School District, which is located within the R-3 Residential zoning district.
23 Of the approximately 600.7 acres of land area within the City of Reading located within 100 feet of the east bank of the Schuylkill River, approximately 65.3 acres is attributable to undeveloped formerly industrial parcels. However, the total area of these parcels, including portions beyond 1000 feet of the east bank of the Schuylkill River, is 99.0 acres.
25 Example: Greenpoint Manufacturing and Design Center launched 22 years ago to save an old industrial building with 360,000 square feet across from the United Nations in New York. The building was owned by the city, but it was run down and not managed well. A local community development corporation stepped in, to help save the building. It helped to create an independent company to redevelop the building and lease it out to local producers. Today, GMDC completed purchase and renovation of seven buildings in the Greenpoint neighborhood totaling over 700,000 square feet and 180 tenants. The average tenant is about 18 years in business, and average salaries are $40,000—well above local service sector salaries. The tenants are predominantly local artisan building products for the local market, but at manufacturing scales. See Ilana Praus, Economic Opportunity and Small-Scale Manufacturing, Smart Growth America, available at https://smarthousesmart.com/economic-opportunity-small-scale-manufacturing/, 2017.
27 City of Reading, PA, Code of Ordinances, Chapter 600 Zoning, Section 815.
28 City of Reading, PA, Code of Ordinances, Chapter 600 Zoning, Section 702.
29 City of Reading City Council, Resolutions 6970-2012.
30 Example: “First built in 1833, as the city of Easton’s first economic development initiative, the Simon Silk Mill housed the manufacturing of textiles until the late 1960s. Acquired by the Easton Redevelopment Authority in 2006 it was studied for feasibility as a creative complex for individual artists and professionals and deemed a cultural redevelopment project. “Silk” will become a tour de force in the creative community as a live work location.” See VM Development Group LLC, Residential Projects, available at http://www.vmddevelopmentgroup.com/project/simon-silk-mill/, 2017.
31 Synergy Environmental, Inc., Sports Stevens, & McCoy, document entitled Baseline Environmental Report, Former Reading Iron Company Site (Oley Street Storeyard, Pennsylvania Linens LLC Rialto, and Metropolitan Edison Company Parcel) and Former Reading Grey Iron Castings Property, City of Reading, Berks County, Pennsylvania (the “BER”). The BER is maintained by the PADEP in the Department’s Southcentral Regional Office’s file room in the Reading Iron Company/Reading Grey Iron Castings file, Land Recycling Program ID Nos. 3-6-1-21720, 3-6-1-21721, 3-6-1-21722 and 3-6-1-21723.
34 McCormick Taylor, River Road Extension Project, plan drawings available at https://www.readingsa.gov/content/river-road-extension-project.
AN ORDINANCE AMENDING CITY CODE CHAPTER 600 ZONING BY AMENDING SECTION 600-501 BY AMENDING THE ZONING MAP TO PROVIDE FOR THE RIVERFRONT REDEVELOPMENT OVERLAY ZONING DISTRICT LOCATED WITHIN CERTAIN PORTIONS OF THE CITY OF READING IN MANUFACTURING COMMERCIAL (M-C), R-3 RESIDENTIAL, AND COMMERCIAL NEIGHBORHOOD (C-N) ZONING DISTRICTS AND AMENDING SECTION 600-815 DISTRICTS BY AMENDING THE REQUIREMENTS FOR A RIVERFRONT REDEVELOPMENT (RR) OVERLAY ZONE. THE AMENDMENT TO THE ZONING MAP AND THE PARCELS OF LAND TO BE OVERLAID BY THE RIVERFRONT REDEVELOPMENT OVERLAY DISTRICT ARE:

ALL THOSE CERTAIN TRACTS OF LAND BOUNDED ON THE NORTH BY RIVER ROAD, BOUNDED ON THE WEST BY RAILROAD PROPERTY OWNED BY PENNSYLVANIA LINES LLC (NORFOLK SOUTHERN CORP), AND BOUNDED ON THE SOUTH BY TULPEHOCKEN STREET AND BY BUTTONWOOD STREET AND BY RAILROAD PROPERTY OWNED BY PENNSYLVANIA LINES LLC (NORFOLK SOUTHERN CORP), AND BOUNDED ON THE EAST BY SCHUYLKILL AVENUE, INCLUDING:

1. ALL PARCELS SITUATED ON THE WEST SIDE OF SCHUYLKILL AVENUE BETWEEN RIVER ROAD AND WEST BUTTONWOOD STREET,
2. ALL PARCELS SITUATED ON THE WEST AND EAST SIDE OF MILTIMORE STREET BETWEEN RIVER ROAD AND WEST BUTTONWOOD STREET,
3. ALL PARCELS SITUATED ON THE WEST AND EAST SIDE OF GORDON STREET BETWEEN RIVER ROAD AND WEST BUTTONWOOD STREET,
4. ALL PARCELS SITUATED ON THE WEST AND EAST SIDE OF GEORGE STREET INCLUDING BAER PARK BETWEEN WEST WINDSOR STREET AND WEST DOUGLASS STREET
5. ALL PARCELS SITUATED ON THE WEST AND EAST SIDE OF JOHNSON STREET BETWEEN WEST GREENWICH STREET AND WEST GREEN STREET AND BETWEEN GORDON STREET AND SPEIDELE STREET,
6. ALL PARCELS SITUATED ON THE WEST AND EAST SIDE OF TULPEHOCKEN STREET BETWEEN WEST DOUGLASS STREET AND WEST GREEN STREET,
7. ALL PARCELS SITUATED ON THE EAST SIDE OF TULPEHOCKEN STREET BETWEEN LAFAYETTE STREET AND WEST BUTTONWOOD STREET,
8. ALL PARCELS SITUATED ON THE WEST AND EAST SIDE OF EISENBROWN STREET BETWEEN WEST OLEY STREET AND WEST GREEN STREET,
9. ALL PARCELS SITUATED ON THE WEST AND EAST SIDE OF CLINTON STREET BETWEEN RIVER ROAD AND EISENBROWN STREET,
10. ALL PARCELS SITUATED ON THE SOUTH SIDE OF RIVER ROAD BETWEEN SCHUYLKILL AVENUE AND THE RIGHT-OF-WAY COMMONLY KNOWN AS OPPORTUNITY DRIVE,
11. ALL PARCELS SITUATED ON THE NORTH AND SOUTH SIDE OF WEST WINDSOR STREET BETWEEN GEORGE STREET AND SCHUYLKILL AVENUE,
12. ALL PARCELS SITUATED ON THE NORTH AND SOUTH SIDE OF WEST DOUGLASS STREET BETWEEN CLINTON STREET AND SCHUYLKILL AVENUE,
13. ALL PARCELS SITUATED ON THE NORTH AND SOUTH SIDE OF WEST OLEY STREET BETWEEN CLINTON STREET AND SCHUYLKILL AVENUE,
14. ALL PARCELS SITUATED ON THE NORTH AND SOUTH SIDE OF WEST GREENWICH STREET BETWEEN CLINTON STREET AND SCHUYLKILL AVENUE,
15. ALL PARCELS SITUATED ON THE NORTH AND SOUTH SIDE OF WEST GREEN STREET BETWEEN THE RIGHT-OF-WAY COMMONLY KNOWN AS OPPORTUNITY DRIVE AND SCHUYLKILL AVENUE,
16. ALL PARCELS SITUATED ON THE SOUTH SIDE OF LAFAYETTE STREET BETWEEN TULPEHOCKEN STREET AND MILTIMORE STREET,
17. ALL PARCELS SITUATED ON THE NORTH AND SOUTH SIDE OF SPEIDE DEL STREET BETWEEN TULPEHOCKEN STREET AND GORDON STREET,
18. ALL PARCELS SITUATED ON THE NORTH SIDE OF WEST BUTTONWOOD STREET BETWEEN TULPEHOCKEN STREET AND SCHUYLKILL AVENUE,
19. PROPERTY COMMONLY KNOWN AS 1 BERKSHIRE PLACE, THE FORMER GRAY IRON AND READING IRON PROPERTIES, INCLUDING THE RIGHT-OF-WAY COMMONLY KNOWN AS OPPORTUNITY DRIVE, INTERSECTING AT THE NORTHMOST PORTION WITH CLINTON STREET AT RIVER ROAD AND AT THE SOUTHMOST PORTION WITH TULPEHOCKEN STREET AT WEST GREEN STREET,
20. TRACTS, EASEMENTS, UNNAMED ALLEYS, AND RIGHTS-OF-WAY INCIDENTAL TO THE PROPERTIES SITUATED WITHIN THE BOUNDARY DESCRIBED HEREIN,

BACKGROUND

WHEREAS, the City of Reading Codified Ordinances sets forth Chapter 600, entitled “City of Reading Zoning Ordinance” which chapter has been amended from time to time; and

WHEREAS, the City Council of the City of Reading desires to amend the Official Zoning Map and portions of the Zoning Ordinance to provide a Riverfront Redevelopment Overlay Zone in portions of northwest Reading as depicted as attached in Exhibit A, in accordance with the provisions set forth in Section 609 of the Pennsylvania Municipalities Planning Code, as enunciated in 53 P.S. Section 10609.

NOW, THEREFORE, the City Council of the City of Reading hereby ordains as follows:
SECTION 1. Amending Section 600-501 Zoning Map and Boundaries of the City of Reading Zoning Ordinance to provide that:

A. That portion located in the City of Reading of all certain tracts of land bounded on the north by River Road, and bounded on the west by railroad property owned by Pennsylvania Lines LLC (Norfolk Southern Corp), and bounded on the south by Tulpehocken Street and by Buttonwood Street, and by railroad property owned by Pennsylvania Lines LLC (Norfolk Southern Corp), and bounded on the east by Schuylkill Avenue, including:

1. All parcels situated on the west side of Schuylkill Avenue between River Road and West Buttonwood Street,
2. All parcels situated on the west and east side of Miltimore Street between River Road and West Buttonwood Street,
3. All parcels situated on the west and east side of Gordon Street between River Road and West Buttonwood Street,
4. All parcels situated on the west and east side of George Street including Baer Park between West Windsor Street and West Douglass Street,
5. All parcels situated on the west and east side of Johnson Street between West Greenwich Street and West Green Street and between Gordon Street and Speidel Street,
6. All parcels situated on the west and east side of Tulpehocken Street between West Douglass Street and West Green Street,
7. All parcels situated on the west side of Tulpehocken Street between Lafayette Street and West Buttonwood Street,
8. All parcels situated on the west and east side of Eisenbrown Street between West Oley Street and West Green Street,
9. All parcels situated on the west and east side of Clinton Street between River Road and Eisenbrown Street,
10. All parcels situated on the south side of River Road between Schuylkill Avenue and the right-of-way commonly known as Opportunity Drive,
11. All parcels situated on the north and south side of West Windsor Street between George Street and Schuylkill Avenue,
12. All parcels situated on the north and south side of West Douglass Street between Clinton Street and Schuylkill Avenue,
13. All parcels situated on the north and south side of West Oley Street between Clinton Street and Schuylkill Avenue,
14. All parcels situated on the north and south side of West Greenwich Street between Clinton Street and Schuylkill Avenue,
15. All parcels situated on the north and south side of West Green Street between the right-of-way commonly known as Opportunity Drive and Schuylkill Avenue,
16. All parcels situated on the south side of Lafayette Street between Tulpehocken Street and Miltimore Street,
17. All parcels situated on the north and south side of Speidel Street between Tulpehocken Street and Gordon Street,
18. All parcels situated on the north side of West Buttonwood Street between Tulpehocken Street and Schuylkill Avenue,
19. Property commonly known as 1 Berkshire Place, the former Gray Iron and Reading Iron Properties, including the right-of-way commonly known as Opportunity Drive, intersecting at the northern most portion with Clinton Street at River Road and at the southmost portion with Tulpehocken Street at West Green Street,

20. Tracts, easements, unnamed alleys, and rights-of-way incidental to the properties situated within the boundary described herein,

and currently constituting a portion of the M-C Manufacturing Commercial, R-3 Residential, and C-N Commercial Neighborhood Zoning Districts, shall henceforth also constitute a Riverfront Redevelopment Overlay Zoning District.

SECTION 2. Amending Section 600-815D Districts of the City of Reading Zoning Ordinance as follows:

Section 600-815D(3) of the City of Reading Zoning Ordinance is hereby amended so as to provide that:

Minimum business uses. Allowing no more than 35% (approximately 4 floors) of the total floor area of all enclosed buildings after completion of the development of the tract to be occupied by business uses. Areas used for vehicle parking shall not be considered in this calculation.

Section 600-815D(5) of the City of Reading Zoning Ordinance is hereby amended so as to provide that:

Riverfront access. The RR Overlay Zone offers great flexibility to the developer as an optional form of development. In return for such flexibility, a developer shall only be eligible to use this RR Overlay Zone if the developer commits to providing public access to and along all portions of the Schuylkill Riverfront that are under the control of the applicant or that are under the ownership of any agency to such public access being provided by the applicant. The tract shall be designed to provide continuous public pedestrian and bicycle access from sunrise to sundown, at a minimum, from public streets to the riverfront, and then along the length of the riverfront along the entire tract. Such public access shall be provided upon completion of each phase for land in that phase adjacent to the riverfront. Complete public access along the entire riverfront shall be provided upon completion of the development, including provisions for future extension of public pathways from the edges of the tract. The Planning Commission may approve alternative access through the tract if public access at a particular part of the riverfront is not feasible.

SECTION 2. The zoning officer of the City of Reading is hereby authorized to take such actions as may be necessary to cause the Official Zoning Map of the City of Reading to be amended in accordance with the terms and provisions of this Ordinance and shall take such other actions as may be necessary to effectuate the terms of this Ordinance.
SECTION 3. All ordinances or resolutions, or parts of ordinances or resolutions, insofar as they are inconsistent with this Ordinance are hereby repealed.

SECTION 4. The provisions of this Ordinance shall be severable and if any of its provisions shall be held to be unconstitutional or illegal, the validity of any other remaining portions of the Ordinance shall not be effected thereby. It is hereby expressly declared as the intent of the City Council of the City of Reading that this Ordinance would have been adopted had such unconstitutional or illegal provision or provisions had not been included herein.

SECTION 5. All other provisions of the Zoning Ordinance of the City of Reading Codified Ordinances shall remain unchanged and in full force and effect.

SECTION 6. This Ordinance shall become effective ten (10) days after its enactment by City Council.

ENACTED this ___ day of ____________, 2017.

CITY OF READING, Berks County, Pennsylvania

By: __________________________
    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: ____________
Amending the City Code Chapter 23 Boards, Commissions and Committees by repealing Part 3 Citizens Advisory Board and replacing it with the Citizens Initiative Commission

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

Section 1. Amending the City Code Chapter 23 Boards, Commissions and Committees by repealing Part 3 Citizens Advisory Board and replacing it with the Citizens Initiative Commission, as attached in Exhibit A.

Section 2: This Ordinance shall be effective ten (10) days after adoption pursuant to Sections 219 and 221 of the City of Reading Home Rule Charter.

ENACTED ________________, 2017

________________________________        
President of Council

ATTEST:

________________________________        
City Clerk
EXHIBIT A

Citizens’ Initiative Commission

Section 23-301. Creation
City Council creates a Citizen Initiative Commission to act as a communication vehicle between City government and City residents on City-wide policies and issues related to neighborhood quality of life and economic health programs as well as assisting in an advisory capacity with any other community issues or programs.

Section 23-302. Purpose
The Citizens Initiative Commission shall work to improve the overall effectiveness of local government by:

1. Recommending policy changes to the Administration and legislative recommendations to City Council
2. Suggesting operational improvements to the Administration
3. Educating the general public on the mechanics of City government, as well as the status of major issues being addressed by City government
4. Shall dedicate one session annually to review the Charter

Section 23-303. Citizen Initiatives Commission Appointments:

1. Two Members of City Council shall be appointed by City Council as liaisons to the Commission.
2. Three citizens shall be appointed by the Mayor for 4 year terms and affirmed by City Council.
3. Six citizens, one citizen from each of the six (6) Council Districts shall be appointed by City Council for 4 year terms.
4. Each member shall continue to serve until a successor is duly appointed or until some other formal action is taken by Council.
5. The terms of the initial members shall be staggered, with one member serving a term of one year, one member serving for two years, and one members serving for three years.
6. Members may be appointed to successive terms with no term limits.
7. A simple majority shall constitute a quorum.
8. Any member absent from three consecutive regularly scheduled meetings shall be recommended to Council for formal dismissal.
8. All appointees must have been City residents for a minimum of one (1) year prior to their appointment and they must remain a City resident to remain a viable member of the Citizens Initiative Commission.

Section 23-304. Officers
1. The Commission will establish their own operational procedures and elect both a Chairman and Vice Chairman to facilitate committee activities.
2. The Chair shall preside at all meetings of the Commission and shall have the duties and powers normally invested in the Office of Chair. He/she shall enforce the adopted operational procedures and regulations of the Commission and shall be the official spokesperson for the Commission,
3. The Vice-Chair shall carry out the Chair’s duties in case of absence, incapacity, or resignation.
4. The Commission shall elect a Secretary who will be responsible for keeping the official minutes of the Commission and for preparing all correspondence on behalf of the Commission.

Section 23-305. Meetings
1. All Citizens Initiative Commission meetings shall adhere to State regulations as defined in the Act of June 3, 1986, P.L. 388, No. 84, known as the “Sunshine Act,” 53 P.S. §271 et seq.
2. Regular meetings of the Commission shall be determined by the membership. Notices of meetings will be posted on the City of Reading website.
3. Minutes from meetings will be kept and copies of the meeting minutes will be sent to the City Clerk’s Office when they are distributed to the members.
Amending the City Code Chapter 23 Boards, Commissions and Committees by creating a new Part 15 Youth Commission

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

Section 1. Amending the City Code Chapter 23 Boards, Commissions and Committees by creating a new Part 15 Youth Commission, as attached in Exhibit A.

Section 2: This Ordinance shall be effective ten (10) days after adoption pursuant to Sections 219 and 221 of the City of Reading Home Rule Charter.

ENACTED ______________, 2017

_____________________________
President of Council

ATTEST:

________________________________
City Clerk
§23-1501. Purpose
It is the purpose and intent of the City Council to establish a City of Reading Youth Commission [Commission]. The Commission will serve as an advisory body to the Mayor, City Council, and Managing Director on issues of interest to youth and pertaining to youth in the City of Reading. Youth and young adults are impacted by the decisions of City officials, but seldom have the opportunity to directly participate in the process. Establishment of a Commission will facilitate the participation of youth and young adults in local government, as well as provide City officials an opportunity to hear and address their ideas and concerns.

§23-1502. Youth Commission Members
The Commission shall consist of fifteen (15) members between the ages of 14 and 22 who shall serve without compensation. Each Council District shall have two (2) representatives, which may include students from Albright College, Alvernia University and Reading Area Community College, who shall be nominated by the District Councilmember and approved by City Council. The remaining members shall be nominated by the Mayor and confirmed by City Council. Vacancies shall be filled in the same manner. If any member of the Commission reaches the age of twenty-three (23) while serving on the Commission, the appointment of that member shall expire the following July 1.

Members shall serve two (2) year staggered terms, and each member shall serve until a successor is duly appointed and confirmed. No member shall serve more than two (2) consecutive terms. The expiration date of all terms shall be July 1.

The Commission shall elect a Chair, Vice Chair and a Secretary annually from the members of the Commission. The Commission shall provide an agenda and a meeting report from all meetings to the City Clerk.

§23-1503. City Council Liaison
City Council shall appoint two liaisons to facilitate the activities and meetings of the Commission, one of whom shall be a representative of City Council. Both shall serve without compensation.

§23-1504. Meetings
1. A quorum shall consist of the majority of the members present at the meeting, but no less than five (5) members.
2. All Commission meetings shall adhere to State regulations as defined in the Act of June 3, 1986, P.L. 388, No. 84, known as the Sunshine Act,” 53 P.S. §271 et seq.
3. Regular meetings of the Commission shall be determined by the membership but the Commission shall meet no less than four (4) times per year. Notices of meetings will be posted on the City of Reading website.
4. Minutes from meetings will be kept and copies of the meeting minutes will be sent to the City Clerk’s Office after each meeting.

§23-1505. Duties and Functions
The Commission shall:
(a) Identify critical issues affecting youth in the City of Reading.
(b) Provide advice and recommendations to the Mayor, City Council, Managing Director, and other City officials on issues affecting youth in the City of Reading.
(d) Form subcommittees of less than a majority of its members as deemed necessary to allow for in-depth review of issues of interest to the Commission.
(e) Make available to the Managing Director its findings and recommendations and present periodic reports to City Council.
(f) Provide a written report annually on the status of the Commission and its activities to the Mayor and City Council.
(g) Perform such further duties as may hereafter be delegated to the Commission by resolution of the City Council.
BILL NO._______-2017
A N O R D I N A N C E

AUTHORIZING THE MAYOR TO EXECUTE THE LEASE BETWEEN ALVERNIA UNIVERSITY AND THE CITY OF READING FOR CERTAIN PROPERTY TO BE USED FOR ACTIVITIES RELATED TO THE READING POLICE ACADEMY.

WHEREAS, the City of Reading leases portions of buildings on the Alvernia University Campus, 400 Saint Bernardine Street and 540 Upland Avenue, Reading, Berks County, Pennsylvania, for Reading Police Academy activities; and

WHEREAS, the current lease will soon expire and the City of Reading wants to enter into another lease term with Alvernia University,

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

SECTION 1. The Mayor is authorized to execute any and all documents to facilitate and effectuate the lease between Alvernia University and the City of Reading for certain portions of buildings on the university campus for Reading Police Academy activities in accordance with terms set forth in the attached Exhibit A.

SECTION 2. This Ordinance shall be effective ten (10) days after passage.

Enacted___________________________, 2017

_______________________________________
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: ______________________
LEASE

THIS AGREEMENT OF LEASE (the "Lease") dated ________________________, 2017, and effective the 1st day of August, 2017, by and among Alvernia University, with an address of 400 Saint Bernardine Street, Reading, Pennsylvania 19607-1799 (hereinafter referred to as "Lessor") and the City of Reading, with an address of 815 Washington Street, Reading, Pennsylvania 19601 (hereinafter referred to as "Lessee").

BACKGROUND:

A. Lessor is the owner of buildings on the Alvernia University campus located at 400 Saint Bernardine Street and 540 Upland Avenue, Reading, Pennsylvania, known as Francis Hall and the Upland Center.

B. Lessee desires to lease portions of the buildings known as Francis Hall or the Upland Center (the "Premises") for the purpose of operating classroom training, firearms simulator training and other appropriate activities related to the Reading Police Academy.

C. Lessor is willing to lease the Premises to Lessee upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, intending to be legally bound hereby, the Lessor and the Lessee stipulate, covenant and agree as follows:

1. Demise and Rental. Lessor, for and in consideration of the covenants, conditions, agreements and stipulations of Lessee hereinafter set forth, does hereby demise and lease to Lessee the Premises, consisting of: (i) one classroom with approximately thirty-six (36) seats available for use by Lessee throughout the year; (ii) an additional classroom which will be available to Lessee, to be scheduled jointly by Lessee and Lessor, with Lessee having first priority for scheduling; (iii) one (1) room
which will house the firearms simulator and may also be used for administrative functions; (iv) two (2) offices for Lessee’s faculty and staff; (v) a reception area for Lessee; and (vi) a secure storage space to house confidential files of Lessee at a mutually agreeable location provided that such area shall consist of either a closet area measuring fifty (50) square feet or floor space sufficient to accommodate six (6) floor unit filing cabinets measuring three feet one half inch in width (3’ ½’ W) by four feet one half inch in height (4’ ½’ H) by one foot one half inch in depth (1’ ½’ D). The Premises shall be located in either Francis Hall or the Upland Center provided that all space assigned to the Lessee under this Lease will be at a mutually agreeable location within the Premises. In addition, Lessor will make available to Lessee the use of Lessor's athletic fields and Physical Education Center, which use may be scheduled by Lessee as long as it does not interfere with other activities of Lessor at those facilities. Lessor shall also provide Lessee with the use of parking spaces on the Alvernia University campus, which spaces shall be designated by Lessor and be in locations that preserve the preferred parking spaces for Lessor's students.

2. **Use of Premises.** The Premises shall be used only for the purpose of operating the Reading Police Academy (the “Academy”), and shall be used for no other purpose.

3. **Term of Lease.** The term of this Lease shall be five (5) years (the “Lease Term”) commencing on August 1, 2017 (the "Commencement Date") and ending on July 31, 2022.

4. **Rent.** Commencing on the Commencement Date and monthly thereafter on the same day of the month, Lessee convenants, stipulates and agrees to pay to
Lessor a basic rental amount for the Premises the sum of One Thousand Five Hundred and 00/100 Dollars ($1,500.00) per month during the first year of Lease Term (“Basic Rent”). Thereafter, Basic Rent shall be adjusted annually commencing one (1) year from the Commencement Date (the “Adjustment Date”) in the following manner:

(a) The Basic Rental shall be increased as of each Adjustment Date in the same proportion as the CPI reported for the month that is three (3) months prior to the Adjustment Date bears to the CPI for the month that is three (3) months prior to the preceding Adjustment Date (or, in the case of the Adjustment Date at the first anniversary of the Commencement Date, for the month that is three (3) months prior to the date on which the Commencement Date occurred), but in no event by an amount less than two percent (2%) or in excess of four percent (4%). In no event shall the Basic Rental be decreased.

(b) The Basic Rental, as adjusted, shall remain fixed and payable until the next succeeding Adjustment Date or until the expiration of the Lease Term, as the case may be.

(c) If, during the term of this Lease, the CPI is changed or discontinued, Lessor and Lessee shall agree on a comparable index, formula, or other means of measurement of the relative purchasing power of the dollar, and such substitute index, formula, or other means shall be utilized in place of the CPI as if it had been originally designated in this Lease.

(d) As used in this Lease, “CPI” shall mean the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United
States Department of Labor (1982-84 = 100) for “all items” for Philadelphia, Pennsylvania.

5. **Late Charge.** In the event that Lessee shall fail to pay any Basic Rent within ten (10) days of the date when the same shall become due, Lessee shall be obligated to pay Lessor a late charge of Twenty Five Dollars ($25.00) in addition to the payment then due, which late charge shall also be considered as additional rent.

6. **Lessor's Responsibilities.** Lessor shall be responsible for the payment of and/or for the providing or obtaining of the following:

   (a) Fire and extended coverage insurance pertaining to the Premises, but not including Lessee's furniture, furnishings, equipment, and other personal property, insurance coverage for which shall be Lessee's sole responsibility;

   (b) All structural and exterior repairs and maintenance required to the Premises, including (without limitation), the roof, gutters, down spouts, exterior walls, including adequate trimming and care of the lawn, trees and shrubbery, as well as snow removal from all sidewalks and walkways, and trash removal;

   (c) All electricity, telephone, gas, and other utility services provided to the Premises;

   (d) All water and sewer rents or other similar charges; and

   (e) All maintenance and repairs of heating ventilation, air conditioning, plumbing and electrical.
7. **Lessee’s Responsibilities.** Lessee shall have the responsibilities of providing or obtaining all of the following, at Lessee's sole expense:

   (a) All premiums for public liability insurance and for insurance on the Lessee's personal property located in the Premises; and

   (b) All other interior maintenance and repairs of the Premises not provided by Lessor.

   (c) Lessee shall provide two (2) scholarships annually to Alvernia University students enrolled in the University’s Criminal Justice major to attend the Academy; provided, however that each of the two (2) students qualifies for admission to the Academy and at least ten (10) students are enrolled in an Academy class paying tuition to the Academy. The scholarships shall cover tuition only and not fees and expenses.

8. **Condition of Premises; Damages.** Lessee at all times shall keep the Premises in a clean and sanitary condition free of debris. Lessee, shall, at Lessee's cost, keep and maintain the Premises, in as good condition as they may be at the beginning of the term of the Lease, ordinary wear excepted. Lessee shall immediately repair or cause to be repaired at Lessee's own cost and expense any and all damage to the Premises caused by the willful or negligent conduct of Lessee, Lessee’s servants, agents, employees, business visitors, invitees and licensees.

9. **Lease Subordinated.**

   (a) This Lease shall be subject and subordinate at all times to the lien of any mortgage or other encumbrance heretofore or hereafter placed upon the Lessor's interest or estate in the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof (collectively a "Mortgage") which subordination shall be automatic and without the necessity of any further action on the part of Lessee to effect such subordination. Lessee, at the request of the holder of any such Mortgage shall attorn to such holder and shall execute, acknowledge and deliver, upon demand by Lessor or such holder, such further instruments evidencing such subordination of the Lessee's right, title and interest under this Lease, to the lien of any such Mortgage, and such further instrument or instruments of attornment as shall be desired by such holder.

10. **Alterations and Improvements.** Lessee shall make no alterations, changes, additions, or improvements to the Premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, changes, additions or improvements to the Premises shall become the property of the Lessor, and
shall be surrendered with the Premises as a part thereof at the expiration or other termination of this Lease. Any fixtures and equipment installed by Lessee may be removed at the expiration or other termination of this Lease; provided, however, that Lessee shall at its own cost restore the Premises to the same condition as at the commencement of the term hereof.

11. **Insurance.** Lessee agrees to maintain, at its own cost, public liability insurance with reference to the Premises in an amount of not less than One Million Dollars ($1,000,000.00) with respect to the Lessee’s use and occupancy of the Premises. Any public liability policy or policies shall name both Lessor and Lessee as insureds, shall contained appropriate clauses waiving subrogation against Lessor and Lessee, and shall provide that the same shall not be canceled without at least ten (10) days prior written notice to Lessor. Copies of all public liability policies or certificates of insurance shall be furnished by Lessee to Lessor.

12. **Indemnification By Lessee.** Lessee agrees to indemnify the Lessor against loss and save Lessor harmless from liability arising from all claims of third persons relating in any way to Lessee’s use or occupancy of the Premises or to the performance or non-performance by Lessee of any of its obligations under this Lease including, but not limited to, all costs, reasonable counsel fees and expenses incurred under any such claim for which indemnification has been provided under this Section 12. In case any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall provide Lessor with counsel to defend such action or proceeding. Lessee shall, within ten (10) days following notice to it of any claim of a third party relating to Lessee’s use or occupancy of the Premises or to the
performance or non-performance by Lessee of its obligations under this Lease, give written notice to the Lessor of such claim.

13. **Fire or Other Casualty.** If the Premises are damaged or destroyed by fire or other casualty, Lessor, at its expense, shall promptly restore the Premises as nearly as possible to its prior condition. If the Premises are more than fifty percent (50%) destroyed or so damaged by fire or other casualty, regardless of whether covered by insurance, so as to render it unfit for its intended use, Lessor may terminate this Lease by giving at least ten (10) days', but not more than thirty (30) days' written notice to Lessee. Such notice must be given within sixty (60) days after the date of such damage or destruction. In such case, Lessee shall pay the Rent apportioned to the date of such termination, and Lessor may enter upon and repossess the Premises without further notice. If Lessor does not elect to terminate this Lease, Lessor will repair the Premises and Lessor may enter and repossess the Premises for that purpose. During such period as Lessee is deprived of the use of the Premises, the Rent shall be abated in proportion to the number of square feet of the Premises rendered untenanted. If the damage is such that the Premises are not rendered unfit for occupancy, Lessor will repair whatever portion, if any of the Premises may have been damaged, Lessee will continue in possession, and the Rent will not be apportioned or abated.

14. **Condemnation.** If the whole or any substantial portion of the Premises is taken through the exercise of the power of eminent domain, this Lease shall terminate on the date when possession of the Premises is required by the condemning authority, and Lessee shall have no claim against Lessor and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any
such condemnation or purchase including, without limitation, any right of Lessee to damages for loss of its leasehold estate. All right of Lessee to damages, therefore, are hereby assigned by Lessee to Lessor. The foregoing shall not, however, deprive Lessee of any separate award for moving expenses, business dislocation damages or any other award, which would not reduce the award payable to Lessor. Upon the date the right to possession shall vest in the condemning authority, this Lease shall cease and terminate, with Rent adjusted to such date and Lessee shall have no claim against Lessor for the value of any unexpired term of this Lease.

15. **Compliance with Laws.** Lessee agrees to comply with all requirements promulgated by any governmental authorities and of the local Board of Fire Underwriters affecting said Premises as far as such requirements affect or are due to Lessee's use or occupancy.

16. **Assignment and Sublet.** Lessee shall not assign or sublet this Lease without the consent of the Lessor first being obtained in writing, which consent may be granted or withheld at Lessor's sole discretion. Any attempted assignment or subletting without Lessor's written consent shall be deemed to be an Event of Default hereunder. Any assignee shall assume in writing all of Lessee's duties and obligations hereunder, but such assignment and assumption shall not relieve Lessee from any of its obligations and duties under this Lease.

17. **Lessor's Access to Premises.** Lessee shall allow Lessor and Lessor's agents or representatives free access to the Premises for the purpose of examining the same.
18. **Events of Default.** The occurrence of any one or more of the following events shall constitute an event of default ("Event of Default") of the Lessee under this Lease:

(a) Lessee shall fail to pay within five (5) days of the date when due any installment of Rent, or shall fail to pay within five (5) days after written notice from Lessor any additional Rent or other sums due under this Lease;

(b) Lessee shall fail to observe or perform any of the covenants, terms and conditions contained in this Lease on the Lessee's part to be observed or performed (other than the monetary payments referred to in subsection (a) above) and such failure shall continue and not be cured for a period of thirty (30) days after written notice to the Lessee by the Lessor; or if more than thirty (30) days is reasonably required to cure such failure with reasonable diligence, Lessee shall not have promptly commenced to correct the same within thirty (30) days after such written notice from Lessor, or shall, having promptly commenced to correct such failure, thereafter fail to pursue the same to completion with reasonable diligence;

(c) Lessee shall have recorded or attempted to record this Lease;

(d) Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, recapitalization, readjustment, liquidation or dissolution or similar relief under any present or future bankruptcy or similar laws of the United States or political subdivision thereof, or shall seek or consent to or acquiesce in the appointment of any Trustee, receiver or liquidator of all or any substantial part of Lessee's properties, or shall make any assignment for the benefit of creditors, or shall admit in writing Lessee's inability to pay Lessee's debts generally as they become due;
(e) Lessee shall abandon the Premises or vacate the Premises prior to the expiration of the Lease term; or

(f) Lessee shall assign, sublet, lease or permit the Premises to be occupied by someone other than Lessee.

19. **Lessor's Remedies.**

(a) Upon the occurrence of an Event of Default, Lessor shall have the right, if Lessor so elects to give Lessee written notice of the termination of this Lease as of the date specified in such notice. Upon the giving of such notice, the term of this Lease and the estate hereby granted shall expire and terminate on the date so specified as fully and completely and with the same effect as if such date were the original date originally fixed by this Lease for the expiration of the Lease term and all rights of Lessee under this Lease shall expire and terminate, but Lessee shall remain liable as hereinafter provided.

(b) Upon the occurrence of an Event of Default, Lessor shall have the immediate right whether or not this Lease shall have been terminated) to re-enter and repossess the Premises or any part thereof by summary proceedings, ejectment, self-help, or otherwise and the right to remove all persons and properties therefrom.

(c) Upon the occurrence of an Event of Default, whether or not this Lease has been terminated, Lessor may relet the Premises or any part thereof in the name of Lessee or Lessor or otherwise, for such term or terms, which may be greater or less than the period which would otherwise have constituted the remaining balance of the term of this Lease, and on such conditions, which may include concessions or free rent, and for such uses as Lessor may, in its discretion as to all such matters deem prudent. Lessor may collect and retain all Rents payable by reason of any such reletting.
(d) No termination of this Lease pursuant to this Section 19 or by operation of law or otherwise and no re-entry, repossession or reletting of the Premises or any part thereof, shall relieve Lessee of any of Lessee's liabilities and obligations under this Lease, all of which shall survive such termination, re-entry, repossession or reletting.

(e) Upon the occurrence of an Event of Default, Lessor shall be entitled by notice to Lessee to declare immediately due and payable, as if by the terms of this Lease all such amounts were payable in advance, the whole Rent for the entire balance of the Lease term, together with all additional Rent and all other sums required to be paid by Lessee under the terms of this Lease, and Lessor may proceed immediately to collect any or all of such amounts by any or all of the following means: distraint or other levy, action at law, filing a Proof of Claim in any bankruptcy, insolvency or like proceeding, or any other remedy at law or at equity available to Lessor at the time.

(f) In addition to the foregoing remedies, Lessor shall be entitled to receive as additional damages, the sum of the following: all reasonable attorneys' fees incurred by Lessor in collecting amounts due from Lessee under this Lease or otherwise incurred by reason of the occurrence of an Event of Default, all court costs and fees for collection, and all costs of re-entry and repossession, removal of property, distraint or sale of property or other levy, watchmen's wages and other expenses of protecting the Premises from vandalism or other damage, and all other reasonable costs incurred by Lessor by reason of the occurrence of an Event of Default by Lessee hereunder.
20. **Availability of All Remedies.** No termination of this Lease, or taking or recovering of possession of the Premises, or entry of any judgment either for possession or for any money claimed to be due the Lessor, shall deprive the Lessor of any other action against the Lessee for possession, or for any money due the Lessor hereunder, whether as Rent, additional Rent, or otherwise, or for damages hereunder.

21. **Non-waiver of Lessor's Remedies.** Failure of the Lessor or the Lessee to exercise any right under the provisions of this Lease on any one or more occasions shall not be construed as a waiver thereof on any subsequent occasion and recourse to any one or more remedies granted by this Lease or by law shall not be deemed a waiver of or a bar to any other remedy or remedies, it being the intent that remedies shall be cumulative and not exclusive.

22. **Notices.** All notices and writings required under this Lease shall be deemed to be properly served if delivered personally or sent by registered or certified mail, return receipt requested or via a nationally recognized overnight delivery service providing proof of delivery, to the Lessor at 400 Saint Bernardine Street, Reading, Pennsylvania 19607-1799 or to Lessee at the Premises or at such other address as Lessor or Lessee, may designate in writing from time to time. All notices shall be deemed given when deposited in said mail or if delivered personally or via overnight mail, upon receipt or refusal.

23. **Binding Effect.** The conditions, covenants and agreements contained in this Lease shall be kept and performed by the parties hereto, shall be binding upon and inure to the benefit of the Lessor and Lessor's successors and assigns, and the Lessee and Lessee's successors and permitted assigns.
24. **Governing Law.** This Lease shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania.

25. **Broker.** Lessor and Lessee warrant and represent to each other that they dealt with no brokers in connection with this Lease and agree to hold the other party harmless from and against any claims for commissions by any other broker arising by reasons of its actions in connection with the execution of this Lease.

26. **Quiet Enjoyment.** Upon Lessee’s compliance with the terms and provisions of this Lease, including the payment of all Rent and additional Rent hereunder, Lessee shall peaceably hold and enjoy the premises during the Lease term, without hindrance or interruption by Lessor or any person claiming under Lessor.

27. **Unsigned Copy; Counterparts; Electronic Signature.**

   (a) The submission of an unsigned copy of this Lease for its consideration does not constitute an offer to lease the property. This Lease shall become effective and binding only upon execution and delivery of this Lease by the Lessor and the Lessee.

   (b) This Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which shall constitute one and the same Lease. Facsimile signatures, electronic signatures and/or signatures delivered by email in PDF format shall be considered to be fully binding and shall carry the same weight as original signatures when executing this Lease.

28. **Waiver of Jury Trial.** The parties to this Lease hereby voluntarily, knowingly and irrevocably waive any constitutional or other right each may have to a trial by jury in the event of
litigation relating to or concerning this Lease.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Agreement of Lease to be executed as of the day and year first above written.

ALVERNIA UNIVERSITY

By: _______________________________  
   Douglas F. Smith, Vice President  
   "Lessor"

Attest:  
CITY OF READING

_____________________________ _______________________________  By:

City Clerk  Mayor
AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A TRUST FUND FOR OTHER POST-EMPLOYMENT BENEFITS BY DEPOSITING AND SEGREGATING FUNDS FOR THE EXCLUSIVE USE OF PROVIDING CERTAIN POST-EMPLOYMENT BENEFITS, APPOINTMENT OF TRUST FUND TRUSTEES, AND EXECUTION OF THE TRUST AGREEMENT.

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

SECTION 1. An Other Post-Employment Benefits Trust Fund is hereby established as set forth in Exhibit A, as attached hereto and made a part hereof.

SECTION 2. All other items, parts, sections, etc. of the Code of Ordinances of the City of Reading, Berks County, Pennsylvania, which are contrary to the provision above in Section 1 are hereby repealed; otherwise, all other items, parts, sections, etc. of said Code shall remain in effect unchanged and likewise are ratified.

SECTION 3. This Ordinance shall be effective ten (10) days after Council adoption and approval by the Mayor or upon Council passage over a Mayoral veto as set forth in the Home Rule Charter Sections 219 & 221.

Enacted__________________, 2017
EXHIBIT A

OTHER POST-EMPLOYMENT BENEFITS TRUST FUND

Section 1. Trust Agreement.

The Mayor of the City of Reading is hereby authorized to execute the trust agreement attached hereto and incorporated herein.

Section 2. Purpose.

The City of Reading (hereinafter City) seeks to accumulate assets in a trust to fund the long-term obligations of the City for post-retirement life and medical benefits provided under applicable collective bargaining agreement(s).

Section 3. Establishment.

A. A trust is hereby irrevocably established for the exclusive benefit of participants as defined under the applicable documents.

B. The trust is intended to be a separate trust to accommodate advance funding of other post-employment benefits as described in Government Accounting Standards Board Statements Nos. 43 and 45, as amended or superceded.

C. The trust shall follow Act 44 guidelines on purchasing services.

Section 4. Board of Trustees.
A. The trust shall be held by a Board of Trustees, and successors trustees. The membership of the Board of Trustees shall include: (1) the Mayor or his designee; (2) the Managing Director; (3) the Director of Administrative Services; (4) a Fraternal Order of Police representative; (5) an International Association of Fire Fighters representative; (6) an AFSCME representative; and, (7) a member of the public as set forth in the trust agreement.

B. The authority and duties of the Board of Trustees are set forth in the terms of the trust agreement.

C. The Trustees shall not be entitled to compensation for their services in respect to the trust.

D. The Trustees shall at all times be bonded, the cost of which shall be paid from the trust unless paid by the City.

Section 5. Investments.

The Trustees shall have the authority over the investment of the assets held in the trust as set forth in the terms of the trust agreement.

Section 6. Funding.

The City shall contribute amounts to the trust in its sole and absolute discretion and shall have the right to discontinue contributions without termination of the trust, subject to the terms of the trust agreement. The City’s initial contribution shall be one million dollars ($1,000,000.00).

Section 7. Benefits.

The trust may provide benefits pursuant to the terms of plan, by cash payment to the appropriate parties as set forth by the terms of the trust agreement.

Section 8. Liability.

The Trustees shall not be liable for any loss of funds, except as set forth in the trust agreement.

Section 9. Other Plans.

The City may designate the trust to hold the assets of such other plans the City may adopt in addition to the initial plan, providing life, sickness, accident, medical, disability, or other similar welfare benefits, subject to the terms of the trust agreement.
TO: City Council
FROM: Glenn Steckman, Managing Director
      Josephina Encarnacion, Acting Admin. Services Director
      Ralph Johnson, Public Works Director
PREPARED BY: Tim Krall, Utility Engineer
MEETING DATE: May 22, 2017
AGENDA MEMO DATE: May 8, 2017
RECOMMENDED ACTION: Approve Appropriation Transfer

RECOMMENDATION:
The Administration recommends Council to approve a $389,068.81 budget amendment, which will increase the Agency Fund – Grant Revenues line item and increase the Agency Fund – Contracted Services line item to fund the completion of the Penn Street lighting project, which was approved and budgeted for completion in 2016, but was not completed at that time.

BACKGROUND:
The transfer is the amount remaining to be paid on the contracts related to the Penn Street lighting project, which had been previously approved by City Council. The project was expected to be completed in 2016, but was delayed until 2017 due to contracting delays and the need to rebid one of the contracts. The transfer is needed to cover those payments during the 2017 budget year, and to budget the increase in costs as a result of the change in contractors for part of the project. The total cost of the project is budgeted in the amount of $921,194.77, up from the original approved grant of $906,150.00, due to the cost of the change in contractors. The City is requesting additional grant monies from PennDOT for the increased amount of $15,044.77.

BUDGETARY IMPACT:
Pending the approval of the request of the additional $15,044.77 of PennDOT grant monies, there will be no impact on the budget. The 2017 Agency Fund – Grants Revenues line item account and the Agency Fund – Contracted Services line item account will both be increased by $389,068.81

PREVIOUS ACTION:
The original budget for this project was previously approved by City Council at the July 25, 2016 regular meeting.

SUBSEQUENT ACTION:
Budget transfer to be approved by Council.

RECOMMENDED BY:
Ralph Johnson, Director of Public Works.

RECOMMENDED MOTION:
Approve/Deny the transfer to the 2017 budget as presented.

Drafted by: Solicitor
Sponsored/Referred by: Managing Director
Introduced on: May 8, 2017
Advertised on: N/A

BILL NO. _____-2017
AN ORDINANCE
AMENDING THE 2017 AGENCY FUND BUDGET TO REFLECT THE BUDGET FOR THE PENN STREET LIGHTING PROJECT PREVIOUSLY BUDGETED IN 2016 BUT NOT COMPLETED IN 2016.

The Council of the City of Reading hereby ordains as follows:

Section One: The 2017 Agency Fund budget is hereby amended by changing the budget to reflect the funding of the completion of the Penn Street lighting project, which
had been budgeted in 2016 in the amount of $906,150, but was not completed in 2016.

**Section Two:** The purchase will be paid from the Agency Fund Contracted Services budget line item (31-07-00-4216) in the amount of $389,068.81, and the line item will be funded by the increase of the Agency Fund Grant Revenues budget line item (31-07-00-3554) in the amount of $389,068.81. The total amount now budgeted for this project is $921,194.77. The City is requesting additional grant monies from PennDOT for the increased budgeted amount of $15,044.77.

**Section Three:** This Ordinance shall be effective ten (10) days after adoption pursuant to Sections 219 and 221 of the City of Reading Home Rule Charter.

Adopted _________________________, 2017

____________________________________
President of Council

Attest:

____________________________________
City Clerk

Sent to Mayor ______
Date: ____________
Signed by Mayor ______
Date: ____________
Vetoed by Mayor: ______
Date: ____________
Over-riden by Council: ______
Date: ____________
TO: City Council
FROM: Glenn Steckman, Managing Director
       Josephina Encarnacion, Acting Administrative Services Director
PREPARED BY: Josephina Encarnacion, Acting Administrative Services Director
MEETING DATE: May 8, 2017
AGENDA MEMO DATE: May 3, 2017
REQUESTED ACTION:

Amend 2017 Position Ordinance to: create one (1) Accounting Revenue Manager position in the Finance Division, authorize one (1) title change in the Managing Director’s Office, authorize one (1) title change in the Mayor’s Office, eliminating one (1) Confidential Secretary position and (1) Part-Time Purchasing Coordinator position and replacing both with one (1) Purchasing Assistant position within the Administrative Services Department, and reclassifying the Municipal Aide II to Secretary in the Public Works Department.
**RECOMMENDATION**

City Managing Director, as well as the Acting Administrative Services and Public Works Director recommend the above requested action within their respective Departments.

**BACKGROUND**

Currently, the Finance Division is in need of managing various aspects of revenue recognition, revenue assurance and reconciliations. This position works with Treasury, the Citizens Service Center, Zoning, and other City departments to identify and lead process improvement efforts. It is requested that Council amend the position ordinance by adding one (1) Accounting Revenue Manager in the Finance Division. This change has additional budgetary impact.

Currently, the positions of Executive Secretary/Admin Aide in the Managing Director’s division and the Assistant position in the Mayor’s division have changed scope of responsibilities to a higher level of leadership and management duties. It is requested that Council amend the position ordinance titles for these positions to reflect the changes in job functions. It is requested that Council amend the position ordinance by changing the position title of Executive Secretary/Admin Aide in the Managing Directors’ division to Special Assistant and position title Assistant in the Mayor’s Division to Special Assistant. The change has no additional budgetary impact.

The Confidential Secretary position in the Administrative Services Office has been vacant since January 31, 2017. The Part-time Purchasing Coordinator has been assuming the duties of the Confidential Secretary since the vacancy. It is requested that Council amend the position ordinance by eliminating the Confidential Secretary position (1) and Part-Time Purchasing Coordinator (1) and replacing those positions with a Full-Time Purchasing Assistant (1). The change has additional budgetary impact.

Currently, the Municipal Aide II position in Public Works is assuming the responsibilities, requirements and qualifications of a secretarial position. The position needs to be upgraded in the position ordinance to a Secretary position. It is requested that Council amend the position ordinance by reclassifying the Municipal Aide II position to Secretary. The reclassification of the position has additional budgetary impact.

**BUDGETARY IMPACT:**

The budgetary impact is limited to only two (2) of the requested changes. The creation of one (1) Accounting Revenue Manager will create an estimated increase in the budget between $55,000 to $65,000. The reclassification of the Municipal Aide II in Public Works to secretary will have a budgetary increase in salary and payroll taxes of $1,434.75. Please note that this was accounted for in the budget for 2017.

The (2) title changes in both the Mayor and Managing Director’s Office will have no budgetary impact.

The elimination of one (1) Confidential Secretary and (1) Part-Time Purchasing Coordinator, and the creation of (1) Full-time Purchasing Assistant will provide an estimated savings of $8,612.84 in salary and payroll taxes.

**PREVIOUS ACTION:**

None.
AN ORDINANCE AMENDING THE 2017 FISCAL YEAR EMPLOYEE POSITION ORDINANCE

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Ordinance amending the 2017 Fiscal Year Employee Position Ordinance, Bill No. 126-2016 by:

1. Adding one Accounting Revenue Manager (1) in the Finance Division,
2. Changing one (1) position title in the Managing Director’s Office from Executive Secretary/Admin to Special Assistant,
3. Changing one (1) position title in the Mayor’s Office, from Assistant to Special Assistant
4. Eliminating one (1) Confidential Secretary position and eliminating (1) Part-Time Purchasing Coordinator position and replacing both with one (1) Full-time Purchasing Assistant position within the Administrative Services Department, and
5. Reclassifying the Municipal Aide II to Secretary in the Public Works Department.

SECTION 2. Any other ordinance, or part thereof, of the City of Reading, Berks County, Pennsylvania, which is contrary to the amended ordinance, is hereby repealed.

SECTION 3. This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or re-passage by City Council over the Mayor’s veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted ________________, 2017

_______________________________
President of Council

Attest:

_____________________________
City Clerk

Submitted to Mayor by: _________________
Date Submitted: _________________
Received in Mayor’s Office by: _________________
TO:    CITY COUNCIL
FROM: TAMI DAVIES-COLEMAN, COMMUNITY DEVELOPMENT DEPARTMENT
       MANAGER
MEETING DATE: APRIL 10, 2017
AGENDA MEMO DATE: APRIL 5, 2017
REQUESTED ACTION: RESOLUTION TO AMEND THE 2014-18 CONSOLIDATED PLAN AND 2014
       AND 2015 ACTION PLANS FOR THE HOME INVESTMENT PARTNERSHIP
       PROGRAM

The Community Development Department is asking City Council to pass the resolution at the April 10, 2017 City
Council meeting.

BACKGROUND: Activities previously scheduled in in FY 2014 and 2015 have been cancelled leaving un-
programmed funds which can be reallocated to fund activities for the purpose of rental rehabilitation, tenant based
rental assistance, and rehabilitation for homeownership.

BUDGETARY IMPACT: None.

PREVIOUS ACTION: None.

SUBSEQUENT ACTION: None.

RECOMMENDED BY: The Community Development Director, Managing Director, and Mayor.

RECOMMENDED MOTION: To approve a Council Resolution authorizing the Mayor to execute the following
amendment to the PY2017 (43rd CD year January 1, 2017 to December 31, 2017) HOME Action Plan to allow
$846,634.00 un-programmed funds from FY 2014 and 2015 to be re-allocated to fund activities for the purpose of
rental rehabilitation, tenant based rental assistance, and rehabilitation for homeownership.
c: Alex Palacios
RESOLUTION No. _______ 2017


WHEREAS, the City of Reading is an entitlement community receiving HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development under Title II of the National Affordable Housing Act of 1990, Public Law 101-625; and

WHEREAS, in FY 2014 and 2015 Action Plans to HUD, the City allocated HOME funds to rehabilitation activities that have since been cancelled, leaving funds un-programmed; and

WHEREAS, Community Development has received 2017 HOME application for activities for the purpose of rental rehabilitation, tenant-based rental assistance, and rehabilitation for homeownership.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Reading allows $846,634.00 of un-programmed funds to be reallocated to activities for the purpose of rental rehabilitation, tenant-based rental assistance, and rehabilitation for homeownership.

Adopted by Council _____________________________, 2017

__________________________________  
President of Council

Attest:

______________________________  
Linda A. Kelleher  
City Clerk
RESOLUTION NO.__________________

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

That Linda Sarangoulis is appointed to the Animal Control Board with a term ending May 8, 2020.

Adopted by Council ______________________, 2017

____________________________________
President of Council

Attest:

____________________________________
Linda A. Kelleher
City Clerk
RESOLUTION NO.__________________

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

That Dennis Skayhan is appointed to the Library Board with a term ending December 31, 2022.

Adopted by Council ______________________, 2017

______________________________
President of Council

Attest:

______________________________
Linda A. Kelleher
City Clerk
R E S O L U T I O N NO.__________________

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

That Cathy Curran-Myers is reappointed to the Environmental Advisory Council with a term ending May 8, 2019.

Adopted by Council ______________________, 2017

______________________________
President of Council

Attest:

______________________________
Linda A. Kelleher
City Clerk