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 Jack Williams, First Century Worship Center
C. PLEDGE TO THE FLAG
D. ROLL CALL

2. PROCLAMATIONS AND PRESENTATIONS

- Historic Preservation Commendation
- HARB Preservation Awards

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 22, 2017
B. MINUTES: May 8, 2017 Regular Meeting

5. Consent Agenda Legislation

A. Award of Contract –

B. Resolution – authorizing the disposition of WWTP records between 1988 and 2004, prior to the Consent Decree

6. ADMINISTRATIVE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

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

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

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 Introduced at the May 8 regular meeting; Advertised May 15 & 24; Public Hearing Scheduled for June 5th at 5 pm in Council Chambers

A. Bill 43-2017 – 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. Bill 44-2017 – 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. Bill 45-2017 – 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

D. Bill 46-2017 – repealing the Citizens Advisory Board and replacing it with the Citizens Initiative Commission

E. Bill 47-2017 – creating the Youth Commission
F. Bill 48-2017 – authorizing the execution of a lease with Alvernia University for the Reading Police Academy

G. Bill 49-2017 – 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

H. Bill 50-2017 – 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

10. INTRODUCTION OF NEW ORDINANCES

Pending – Additional Documentation Required

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.

A. Ordinance – repealing and replacing the RAWA lease agreement with a new Lease Agreement which organizes the original lease and all subsequent amendments into one document and improves the cooperation of both entities to best serve the customers of the City’s water system and protects the City’s investment in the water system

B. Ordinance – amending the 2017 Position Ordinance by reclassifying the Public Works Maintenance Worker I position to Maintenance Worker II in the Operations Division

11. RESOLUTIONS

A. Resolution 42-2017 – 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 24 Regular Meeting on request of the Administration; Tabled by Council at the May 8 regular meeting

B. Resolution – appointing Juan Zabala to the Redevelopment Authority

12. PUBLIC COMMENT – GENERAL MATTERS

Please see public speaking rules on second page

13. COUNCIL BUSINESS/COMMENTS
14. COUNCIL MEETING SCHEDULE

**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**
Nominations & Appointments Committee – Council Office – 4 pm
Zoning Amendment Public Hearing – RR Overlay Zone Amendment - 5 pm
Strategic Planning Committee – Penn Room – immediately after zoning public hearing

**Monday, June 12**
Committee of the Whole – Penn Room – 5 pm
Regular Meeting – Council Chambers – 7 pm

**Monday, June 19**
Committee of the Whole – Penn Room – 5 pm

**Saturday, June 24**
Budget Summit – Penn Room 9 am – 12 pm

15. BAC AND COMMUNITY GROUP MEETING SCHEDULE

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

**Tuesday, May 23**
Environmental Advisory Council – Public Works building – noon
Housing Authority Workshop – WC building – 4 pm
Housing Authority – WC building – 5 pm
Planning Commission – Penn Room – 6:30 pm
Penn’s Commons Neighborhood Group – Penn Commons meeting room – 7 pm

**Wednesday, May 24**
Main Street Board – Chamber Office – 3:30 pm
Parking Authority – Parking Authority Office – 5:30 pm

**Thursday, June 1**
Police Civil Service Board – Penn Room – noon

**Monday, June 5**
Electrical Examining Board – Building/Trades office – 4:30 pm

**Tuesday, June 6**
Board of Health – Penn Room – 4 pm
HVAC Board – Building/Trades office – 4 pm
Charter Board – Penn Room – 7 pm

**Wednesday, June 7**
Reading Elderly Housing Crime Watch – Front & Washington Sts – 2:30 pm
Plumbing Board – Building/Trades office – 4 pm
District 2 Crime Watch – St. Paul’s Lutheran Church – 6:30 pm

**Thursday, June 8**
Police Pension Board – 3rd floor conference room – 9:30 am
Outlet Area Neighborhood Group – St. Mark’s Lutheran Church – 6:30 pm

**Sunday, June 11**
College Heights Community Council – Nativity Lutheran Church – 7 pm

**16. ADJOURN**
City of Reading City Council
Regular Meeting
May 8, 2017

Council President Waltman called the meeting to order.

The invocation was given by Pastor Gerald Prentice, Reading Vicinity Ministerium Assn.

All present pledged to the flag.

There was no executive session at the Committee of the Whole meeting.

ATTENDANCE
Council President Waltman
Councilor Daubert, District 1
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

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

PUBLIC COMMENT
Council President Waltman stated that there are no citizens registered to address Council and he closed the public comment period.

APPROVAL OF THE AGENDA & MINUTES
Council President Waltman called Council’s attention to the agenda for this meeting and the minutes from the April 24th Regular Meeting of Council. He noted the need to amend the agenda as follows:

1. Add a Resolution to authorize using grant funding to upgrade the NE Branch Library’s HVAC system

Councilor Marmarou moved, seconded by Councilor Twyman, to approve the minutes from the April 24th 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 the Collection of Delinquent Non-Utility Based Fees to Arcadia Recovery Bureau, LLC, Reading

B. Award of Contract - for the Tree and Stump Removal Project associated with the Ash Borer project to Klahr Landscape, Mohnton, for a total submitted price of $83,000.00

C. Resolution 44-2017 – approving the transfer of a restaurant retail liquor license to the Abe Lincoln at 100 North 5th Street

D. Resolution 45-2017 – 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.

ADMINISTRATIVE REPORT

The mayor stated that he enjoyed the entertainment provided by the Reading Public Library this evening. He noted the need to find citizens to fill various seats on the City’s boards, authorities and commissions. He also noted that while the Penn Street construction project will restrict traffic on the bridge the Buttonwood Street Bridge has reopened. He urged all drivers to take precautions when using the Penn Street Bridge.

The managing director reported that the Reading Beautification Inc. (RBI) has received a grant from Santander in the amount of $15K which will provide $10K in funding for litter containers. He also reported that the City’s firefighters are being trained on the new breathing apparatus purchased by combining grant and capital funds to replace the outdated equipment.
AUDITOR’S REPORT
City Auditor Cituk read the report distributed to Council at the meeting, in summary:

- Collection of the 1997-2017 Franchise Tax
- Collection of the 2007-17 Traffic Fines, Motor Codes

REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS
Liz McCauly, Executive Director of the ARL and Rich Rosato, Chair of the Animal Control Board, reported on the activities of the Animal Control Board, created in 1997 and the Animal Rescue League (ARL) as the City’s animal control agent. Ms. McCauly said that the Animal Control Board is a seven member board and that City Council will be approving another member at this evening’s meeting. A report was distributed.

Mr. Rosato explained that the Animal Control Board is charged with the responsibility to consider exotic pet applications, permits to own six (6) or more dogs/cats, and review cruelty issues. The board thanks City Council for drafting and approving the Code Red/Blue and Anti-tethering legislation over the past two years. Ms. McCauly noted that while the state legislature has been considering these two issues for many years without taking action, City Council was able to draft the legislation and act on it quickly.

Ms. McCauly provided an overview of the ARL’s services as the Animal Control Agent:

- Responded to 482 calls
- Performed 241 cruelty investigations
- Received 2097 animal intakes from the City alone, excluding stray animals dropped off
- Enforced the City’s animal control ordinances.

Councilor Daubert noted that the numbers provided in the report are quite sobering. He thanked the ARL for their dedication and service to all animals.

Councilors Reed and Goodman-Hinnershitz noted the difficulties associated with feral and stray cats. Ms. McCauly stated that the ARL encourages people who choose to feed feral and stray cats to bring the cats to the ARL for vaccinations and neutering. She noted that many communities have adopted a form of trap, neuter and release programs in association with the animal agency in the community.

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

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*

Councilor Slifko moved, seconded by Councilor Daubert, to enact Bill No. 40-2017.

Councilor Slifko explained that this is not a heavily populated residential area and the need for the parking restrictions to correct line of sight issues.

Bill No. 40-2017 was enacted by the following vote:

- Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Slifko, Twyman, Waltman, President - 7
- Nays: None – 0

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*

Councilor Daubert moved, seconded by Councilor Marmarou, to enact Bill No. 41-2017.

The managing director explained that by assigning a responsible local agent to the rental property when the owner lives more than 25 miles away from Reading (approximately a 1 hour drive), the City will be enabled to contact someone who is responsible for managing the property providing a check and balance system.

Bill No. 41-2017 was enacted by the following vote:

- Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Slifko, Twyman, Waltman, President - 7
- Nays: None – 0
C. Bill 42-2017 – authorizing the zoning office budget to provide funding for the vehicle lease payments *Introduced at the April 24 regular meeting*

Councilor Slifko moved, seconded by Councilor Reed, to enact Bill No. 42-2017.

The managing director explained that the former zoning administrator excluded the vehicle lease payments in the 2017 budget. This amendment will cover that unbudgeted need.

**Bill No. 42-2017 was enacted by the following vote:**

- **Yeas:** Daubert, Goodman-Hinnershitz, Marmarou, Reed, Slifko, Twyman, Waltman, President - 7
- **Nays:** None – 0

**INTRODUCTION OF NEW ORDINANCES**

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

**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

RESOLUTIONS

A. Resolution 42-2017 – 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

Councilor Slifko moved, seconded by Councilor Daubert, to table Resolution No. 42-2017.

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

   Yeas:    Daubert, Goodman-Hinnershitz, Marmarou, Reed, Slifko, Twyman, Waltman, President - 7
   Nays:    None – 0

B. Resolution 46-2017 – appointing Linda Sarangoulis to the Animal Control Board

C. Resolution 47-2017 – appointing Dennis Skayhan to the Library Board

D. Resolution 48-2017 – reappointing Cathy Curran-Myers to the Environmental Advisory Council
Councilor Marmarou moved, seconded by Councilor Twyman, to adopt Resolution Nos. 46-48-2017.

Councilors Marmarou and Slifko described the talent and ability these volunteers bring to their respective board.

Resolution Nos. 46-48-2017 were adopted by the following vote:

Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Slifko, Twyman, Waltman, President - 7
Nays: None – 0

E. Resolution 49-2017 – authorizing the use of grant funding to upgrade the HVAC system at the NE Branch Library

The managing director explained that last year the temporary air conditioning system failed. He noted the importance of correcting the HVAC system prior to the warm summer months. He stated that it appears that the amount of funding available will be insufficient and the City will need to pay the additional costs to make sure there is an operational system in place quickly. He noted the difficulties in finding a contractor to replace this system at the cost originally budgeted.

Councilor Marmarou moved, seconded by Councilor Reed, to adopt Resolution No. 49-2017.

Resolution No. 49-2017 was adopted by the following vote:

Yeas: Daubert, Goodman-Hinnershitz, Marmarou, Reed, Slifko, Twyman, Waltman, President - 7
Nays: None – 0

COUNCIL COMMENT
Councilor Twyman noted the success of the Duryea Downhill Bike Race held over the past weekend. He thanked all involved for their cooperative work to make this race a success.

Councilor Goodman-Hinnershitz echoed the remarks made by Councilor Twyman and she noted that the mountain has become an extraordinary attraction.

Councilor Daubert encouraged all to vote in the primary election next Tuesday, May 16th. He noted that democracy is not a spectator sport.
Councilor Slifko reported on City Council’s discussion with Congressman Smucker on health care, immigration, VA issues, and passenger rail. He stated that Council welcomes a sound working relationship with the Congressman.

Councilor Reed stated that gerrymandering was also discussed with the Congressman, and he agreed with the need to stop this practice.

Councilor Reed gave kudos to Reverend Mary Wolfe for her work to create a new café at Hope Lutheran Church that uses a farm to table approach. She noted the need to find volunteers to work in the café along with two (2) paid individuals. She also noted Reverend Wolfe’s work to take possession of two (2) blighted properties in the 600 block of North Front Street for use as a park, community garden and parking lot.

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

Whereas, by virtue of Resolution 134-2009, adopted December 14, 2009, the City of Reading declared its intent to follow the procedures for the disposition of records set forth in the Retention and Disposition Schedule for Records of Pennsylvania Municipalities issued in 2009; and

Whereas, in accordance with Act 428 of 1968 (as amended) each individual act of disposition shall be approved by resolution of the governing body of the municipality:

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

That in accordance with the above-cited schedule, Council authorizes the disposition of the following public records:

1997- 1998 Pump Tender Reports
2003- 2004 Industrial Pretreatment Program (IPP) documents
1996- 1998 IPP correspondences
1995- 1996 Digester Operational Data
1998- 2001 IPP agreements (5 boxes)
1999- 2002 IPP agreements (2 boxes)
2002 Biosolids reports
2002- 2004 Self-Monitoring IPP reports
Pre 1992 IPP Self-Monitoring IPP reports
1995- 1996 IPP monitoring reports
1995- 1997 Accident and injury reports, tank inspections
2000- 2001- 2002- 2003 Chapter 94 Reports
Pre 2002 Personal Desk Documents of departed employee
1988- 1999 Discharge Monitoring Reports
1990- 1994 engineering correspondences reports
1988 IPP reports
Adopted by Council___________, 2017

President of Council

Attest:

____________________________

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
slopes 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.
  o Location, dimensions, and footprint of any proposed or existing building
    or structure, equipment and impervious coverage and proposed
    modifications.
  o Identifying the cut and fill areas and final grades of the land
    development.
  o 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.
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 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 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 post-industrial 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 redeveloped 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, green space, 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 parameters. 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 site rezonialization.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 Berkshire Place. 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 3,330,000 sf of residential use (a variety of market rate high rise apartments, condominiums, and low rise townhouses). A development of this typology is equates 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 waterfront land and proximity to downtown and neighborhoods. This approach recognizes that many areas along the riverfront, such as the Draft 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 500-1250 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>Floor Area</th>
<th>Proposed</th>
<th>Potential Employees</th>
<th>Median Income</th>
<th>Income Tax</th>
<th>Total Income</th>
<th>Annual Revenue</th>
<th>Floor Area</th>
<th>Tax Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>3,000,000</td>
<td>62%</td>
<td>$36,120</td>
<td>$2,964,730</td>
<td>$142,500,000</td>
<td>$2,519,900</td>
<td>625,000</td>
<td>$13,260,000</td>
</tr>
</tbody>
</table>

**5th - 12th Floors**

- **Residential**: N/A, 3,000,000, 62%, -
  - $750,000,000, $13,260,000

**3rd & 4th Floors**

- **General Office**: 250, 570,000, 12%, 2,280, $36,120, $2,964,730
  - $142,500,000, $2,519,900

**1st & 2nd Floors**

- **Retail, General**: 550, 320,000, 7%, 582, $36,120, $756,550
  - $802,000,000, $1,414,400

### Note:

1. Source: USGBC LEED BD+C New Construction vs. Appraisals 2. Default Occupancy Costs

2. Floor areas represent an estimated projection based on RiverPlace Master Plan prepared by Sasom Associates in 2005

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 portion 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 their 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."

"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 1950 triggered by a combination of suburbanization and the loss of most of each city's manufacturing base."

"As the forces of suburbanization and deindustrialization began to affect the Third District's small manufacturing cities in the 1990s, 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 major 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."

Reading’s manufacturing sector declined 64% between 1954 and 2007, and it is continuing to decline.11 While the suburban and rural parts of Berks County have experienced service sector growth and a real estate boom, the City of Reading has slowly experienced the job and income loss related to the decline of manufacturing in the US.12 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.13

"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."

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."

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.14
Manufacturing Sector Trends

<table>
<thead>
<tr>
<th></th>
<th>Establishments</th>
<th>Total Employment</th>
<th>Average Jobs/Establishment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allentown</td>
<td>302</td>
<td>1114</td>
<td>-39%</td>
</tr>
<tr>
<td>Altoona</td>
<td>76</td>
<td>330</td>
<td>-27%</td>
</tr>
<tr>
<td>Bethlehem</td>
<td>109</td>
<td>650</td>
<td>-37%</td>
</tr>
<tr>
<td>Catasau</td>
<td>263</td>
<td>790</td>
<td>-55%</td>
</tr>
<tr>
<td>Chester</td>
<td>61</td>
<td>290</td>
<td>-56%</td>
</tr>
<tr>
<td>Harrisburg</td>
<td>143</td>
<td>403</td>
<td>-50%</td>
</tr>
<tr>
<td>Lancaster</td>
<td>195</td>
<td>597</td>
<td>-53%</td>
</tr>
<tr>
<td>Reading</td>
<td>221</td>
<td>509</td>
<td>-48%</td>
</tr>
<tr>
<td>Sc fully</td>
<td>272</td>
<td>897</td>
<td>-61%</td>
</tr>
<tr>
<td>Seem</td>
<td>334</td>
<td>377</td>
<td>-82%</td>
</tr>
<tr>
<td>Wilkin-Abingto</td>
<td>205</td>
<td>375</td>
<td>-42%</td>
</tr>
<tr>
<td>Wollinburg</td>
<td>186</td>
<td>377</td>
<td>-59%</td>
</tr>
<tr>
<td>York</td>
<td>238</td>
<td>591</td>
<td>-63%</td>
</tr>
<tr>
<td>Total of 13 Cities</td>
<td>2,736</td>
<td>1,596</td>
<td>-43%</td>
</tr>
</tbody>
</table>

SOURCE: 1954-1963, Economic Census: Geographic Area Series; Manufacturing, 2007, Economic Census: Geographic Area Series; Manufacturing. Table E0673A1. Prepared by the U.S. Census Bureau. 1954-63 data distributed by the University of Virginia's County and City Data Book website.  
Alan Mallach, In Philadelphia’s Shadow: Small Cities in the Third Federal Reserve District 39

![Manufacturing Earnings Over Time](image)

Source: Bureau of Economic Analysis Local Area Personal Income Estimates, 1969-2013

Note that US industry data changed in deflection systems between the years 2000 and 2011. The results in the data series above, as manufacturing is defined in a slightly different way between the 1969-2010 period and 2001-2012 periods.

Antonio Callari et. al., Reading Economic Report 39

6 | 11
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 Weber and West Parry 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." [24]

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 sf or less, can be compatible with mixed-use development and can provide opportunities for intermixing development that is walkable. 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." [25]

The Zoning Ordinance allows "the option of developing property under the RR District or under the underlying district," but not both. [27] The changing scale and typology of manufacturing may merit reconsideration of restrictions on mixed small-scale manufacturing and residential use. [28]

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." [29] KOZs 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 been realized on the parcel. Although KOZs have been effective elsewhere in 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 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 at the site would make such a redevelopment proposal financially unfeasible." Jim Cinelli 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.

"Riverfront municipalities should take advantage of all opportunities to redevelop abandoned buildings and industrial and contaminated sites (known as BLW). Creatively upgrading, expanding, and reusing these sites and structures is an excellent way to infuse municipal centers with new capital investment and vitality." 22

Roadway and Access Improvements

The River Road Extension Project, infrastructure upgrades intended to promote the visibility 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. Connection of the intersection at Schuylkill Avenue and Windsor Street.

These upgrades also provide enhanced access to existing neighborhoods and recently completed townhomes on Wester 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 ability to expand Northwest Elementary School, which is the facility that would be most directly impacted by population increases within the proposed Overlay Zone.

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Jim Cirelli 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.

*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. Connection 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 works, nor does it preclude an industrial use at 1 Berkshire Place.

Proposed Alterations to Schuylkill Avenue
McKeeirmick Taylor, River Road Extension Project
Report on the Proposed Riverfront Overlay Zone for Northwest Reading, PA

1 Urban Research & Development Corporation, *City of Reading Comprehensive Plan, Draft December 2011."
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 Dan Spatz, "New plan for bottling works in Reading revives old objections," *Reading Eagle* June 29, 2010.
4 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, storage units, and manufacturing not involving waterborne 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.
9 Although actual manufacturing employment densities vary significantly based on the specific type of production (durable, non-durable, heavy, light, automated, etc.), total employment potential is generally limited by horizontal manufacturing processes planned for one-story building typologies.
10 City of Reading, PA, *Code of Ordinances, Chapter 602 Zoning, Section 815."
12 Ibid., p. 53.
13 Ibid., p. 21.
14 Ibid., p. 19.
16 Malloch, p. 53.
17 Ibid., p. 47.
18 Ibid., p. 64.
19 Ibid., p. 5.
20 Ibid., p. 20.
21 Callieri et al., p. 10.
23 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 Winchell & Ritter Streets owned by the Reading School District, which is located within the R-I-3 Residential zoning district.
24 Of the approximately 600.7 acres of land area within the City of Reading located within 1000 feet of the east bank of the Schuylkill River, approximately 83.3 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.
26 Example: "Greenspoint Manufacturing and Design Center launched 22 years ago to save an old industrial building with 160,000 square feet across from the United Nations in Brooklyn, NY. The building was owned by the city, but it was run down and not managed well. A local community development organization 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, GMDG completed purchase and renovation of seven buildings in the Greenspoint neighborhood totaling over 700,000 square feet and 120 tenants. The average tenant is about 18 years in business, and average salaries are $46,000—well above local service sector salaries. The tenants are predominantly local artisans building products for the local market, but at manufacturing scale. " See Ilana Preuss, *Economic Opportunity and Small-Scale Manufacturing, Smart Growth America*, available at https://smartgrowthamerica.org/economic-opportunity-small-scale-manufacturing/. 2017.
39 City of Reading, PA, Code of Ordinances, Chapter 600 Zoning, Section 615.
40 City of Reading, PA, Code of Ordinances, Chapter 600 Zoning, Section 702.
41 City of Reading City Council, Resolutions 69/70-2012.
42 Example: "First built in 1883, 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." Site VM Development Group LLC, Residential Projects, available at http://www.vmdevelopmentgroup.com/project/simon-silk-mill/. 2017.
43 Synergy Environmental, Inc., Spots Stavros, & M.Coy, document entitled Baseline Environmental Report, Former Reading Iron Company Site (Olney Street Stoneyard, Pennsylvania Lines LLC Rail spur, and Metropolitan Edison Company Parcel) and Former Reading Gray Iron Castings Property, City of Reading, Berks County, Pennsylvania (the "BER"). The BER is maintained by the PaDEP in the Department’s Southeast Central Regional Office file room in the Reading Iron Company/Reading Gray 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.
46 McCormick Taylor, River Road Extension Project, plan drawings available at https://www.readingpa.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 SPEIDEIL 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 SPEIDELE 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

40
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 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 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: ____________
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.

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

_____________________________________
President of Council

Attest:

______________________________________
City Clerk

Sent to Mayor ______
REQUEST FOR APPROPRIATION TRANSFER

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

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<th>AMOUNT</th>
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<td>$200,000.00</td>
<td>35-07-00-4216</td>
<td>Contracted Services</td>
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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:
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<tr>
<th>Position</th>
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<td>Managing Director</td>
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Transfer Made On City Books
RECOMMENDATION:
The Administration recommends Council to approve a $20,000.00 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 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.
AN ORDINANCE

AMENDING THE 2017 LIQUID FUELS FUND BUDGET TO REFLECT THE BUDGET FOR LIQUID FUELS FUND KENHORST BOULEVARD REPAVING ENGINEERING PROJECT PREVIOUSLY PARTIALLY BUDGETED IN 2016 BUT NOT COMMENCI NG UNTIL 2017.

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 ______
CITY OF READING

REQUEST FOR APPROPRIATION TRANSFER

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

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Account Name | Account Name |
-------------|--------------|
Use of Prior Years’ Surplus | Contracted Services |

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.
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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: ______________
BILL NO.______2017
AN ORDINANCE

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

Submitted to Mayor by: ________________
Date Submitted: ________________
Received in Mayor’s Office by: ________________
Date Received: ________________
Approved by Mayor: ________________
Date Approved: ________________
Vetoed by Mayor: ________________
Date Vetoed: ________________
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 nominated by each of the six (6) District Councilors 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.
5. Members may be appointed to successive terms with no term limits.
6. A simple majority shall constitute a quorum.
7. 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

Submitted to Mayor by: ________________
Date Submitted: ________________
Received in Mayor’s Office by: ________________
Date Received: ________________
Approved by Mayor: ________________
Date Approved: ________________
Vetoed by Mayor: ________________
Date Vetoed: ________________
§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
AN ORDINANCE

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 covenants, 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 untenantable. 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
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.
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-ridden by Council:
Date: __________
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.

**RECOMMENDED BY:**
Managing Director, Acting Admin. Services Director, Public Works Director

**RECOMMENDED MOTION:**
Approve the requested action.
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
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

_____________________________
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: ________________
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.
BILL NO. _____-2017
AN ORDINANCE

Repeal and replace the Lease Agreement with the Reading Area Water Authority (RAWA) and all Addendums with this new Lease Agreement which organizes the original lease and all subsequent amendments into one complete document reflecting the relationship of both entities, improves the cooperation of both entities to best serve the residents of the City of Reading and customers of the City’s water system and protects the City's investment in the water system

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

Section 1. Repeal and replace the Lease Agreement with the Reading Area Water Authority (RAWA) and all Addendums with this new Lease Agreement with the Reading Area Water Authority (RAWA) which organizes the original lease and all subsequent amendments into one complete document reflecting the relationship of both entities, improving the cooperation of both entities to best serve the residents of the City of Reading and customers of the City’s water system and protecting the City's investment in the water system as attached in Exhibit A and authorizing the Mayor to execute the Lease Agreement.

Section 2. All ordinances or resolutions, or parts of ordinances or resolutions, insofar as they are inconsistent with this Ordinance are hereby repealed.

Section 3. 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 provisions of the Ordinance shall not be affected 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 4. This ordinance shall become effective ten (10) days after it adoption, in accordance with Sections 219 & 221 of the City of Reading Home Rule Charter.

Enacted: ______________________, 2017
EXHIBIT A

LEASE BETWEEN THE CITY OF READING, PENNSYLVANIA AND THE READING AREA WATER AUTHORITY

THIS AGREEMENT, by and between the CITY OF READING, having its principal office located at 815 Washington Street, Reading, Berks County, Pennsylvania ("City") and the READING AREA WATER AUTHORITY ("Authority"), having its principal office located at 1801 Kutztown Road, Reading, Pennsylvania 19604, is hereby entered into this __________ day of____________________ , 2017 ("Agreement Date"), and hereby creates a Lease between the City and the Authority effective January 1, 2017.

RECITALS

A. WHEREAS, the Authority has been incorporated pursuant to an Ordinance of the Council of the City and is existing under the provisions of the Act of Assembly approved May 22, 1945, P.L. 382, as amended and supplemented, known as the "Municipality Authorities Act of 1945" (the "Act");

B. WHEREAS, the City, for and in consideration of the covenants, conditions, agreements and stipulations of the Authority hereinafter expressed, desires
that its Water System be leased to the Authority;

C. WHEREAS, previously, the City and Authority had entered into a Lease with four subsequent Amendments to said Lease for the lease of the Water System by the City to the Authority;

D. WHEREAS, the City and the Authority mutually desire to terminate the existing Lease, as amended, and enter into a new Lease; and

E. WHEREAS, the parties mutually desire to enter into this Lease in order to, among other things, organize the original Lease and all subsequent amendments into one complete document reflecting the relationship of both entities, improve the cooperation of both entities to best serve the residents of the City of Reading and customers of the City's Water System and to protect the City's investment in the Water System; and

NOW THEREFORE, the Authority and the City, in consideration of the agreements, conditions and covenants herein contained, each intending to be legally bound, hereby covenant and agree as follows:

ARTICLE I INTENT

Section 1.01 Intent. It is the intent of the Authority and the City that this Lease effectuate and thus be interpreted as respecting the rights and powers of the Authority as determined by the Municipality Authorities Act and to respect and recognize the City’s ownership of and investment in the Water System, with both the Authority and the City proceeding under this Lease in a manner which bests serves the welfare and wellbeing of the citizens of the City and the customers of the Authority.
Section 1.02 Recitals. The recitals set forth in the whereas clauses above are hereby incorporated herein.

ARTICLE II DEFINITIONS. Unless otherwise defined herein, all capitalized terms used in this Lease shall have the meanings ascribed to them (as hereinafter defined) unless the context clearly otherwise requires.

2.1 Act — shall mean the Act of the General Assembly of the Commonwealth, known as the Municipality Authorities Act of 1945, approved May 2, 1945, P. L. 382, as amended and supplemented from time to time.

2.2 Authority — shall mean the Reading Area Water Authority, a municipal authority incorporated, existing and governed as set forth herein.

2.3 Board — shall mean the governing body of the Authority.

2.4 Bonds — shall mean all bonds authorized, executed, authenticated, issued and delivered, from time to time, as provided in the Indenture.

2.5 City — shall mean individually and collectively, the City of Reading.

2.6 Capital Additions — shall mean new and additional property chargeable to plant or equipment account(s) under sound and acceptable accounting and/or engineering practice, including, without intending to limit the generality of the foregoing, land, rights of way, easements, licenses, rights, and similar interests in real property, and additions, extensions, alterations and improvements of or to the City's Water System, including, without intending to limit the generality of the foregoing, buildings, basins, machinery, mains, conduits, pipes, pipe lines, intake lines, and facilities, transmission lines, filtration and/or treatment plants and systems, tanks, shops, pumping stations, reservoirs, dams, fixtures, engines, boilers, pumps, meters and other equipment and personal property, and extraordinary repairs, in each case made, constructed or acquired by the Authority after the date hereof and which are used in connection with the City's Water System, including property in process of construction or erection, to the extent actually constructed or erected; provided, however, that the phrase Capital Additions shall not include:

A. Property acquired or constructed or improvements made in the course of completion of the Project; or

B. Property acquired or constructed by the Authority from funds contributed or advanced by any person, except that such property shall be deemed, notwithstanding anything elsewhere stated in this definition to be Capital Additions to the
extent and at the time that the Authority shall repay or shall be obligated to repay such funds so contributed or advanced.

2.7 Lease — shall mean this document and all modifications, alterations, amendments and supplements hereto negotiated, made and approved by both City Council and the Authority Board.

2.8 Person - shall mean an individual, a partnership, an association, a corporation, a joint stock company, a trust, an unincorporated association, a governmental body, a political subdivision, a municipality, a municipality authority or any other group or entity.

2.9 Water System - shall mean the existing and future waterworks, water supply works and water transmission and distribution system facilities and storage facilities and properties heretofore built or acquired by the City and/or Authority together with all appurtenant facilities and properties which the City heretofore acquired or which the Authority or the City hereafter shall acquire, from time to time, in connection therewith, including all property, real, personal and mixed, rights, powers, licenses, easements, rights-of-way, privileges, franchises and other property or interest in property of whatsoever nature used or useful in connection with such facilities, and together with all additions, extensions, alterations and improvements thereof or thereto which may be made or acquired, from time to time, by the Authority or the City pursuant hereto.

ARTICLE III LEASE; EXISTENCE OF AUTHORITY.

Section 3.01 Lease. The City hereby leases the Water System to the Authority for its use and operation as provided herein.

Section 3.02 Term. The term of this Agreement, shall commence as of the effective date hereof and shall continue until November 30, 2046, twenty-nine (29) years, eleven (11) months from the effective date hereof, unless earlier terminated as provided in Article VIII hereof.

Section 3.03 Action. The City and Authority covenant and agree that each shall take any and all action necessary under the Act to continue the existence of the Authority throughout the term hereof.
Section 3.04. The Authority and the City agree that all prior leases for the Water System between the Authority and the City are terminated and replaced by this Lease.

ARTICLE IV DUTIES OF CITY.

Section 4.01 Recommendations. The City shall have the right, but not the obligation, to make recommendations to the Authority, from time to time, for consideration by the Authority with respect to matters relating, in general, to the Water System including, among other things, policies, procedures, rates and charges, extraordinary repairs, Capital Additions, extensions, alterations, improvements, replacements and matters of a similar nature.

Section 4.02 Reports and Forms. The City shall prepare and file any reports and forms relating to the operation and maintenance of the Water System which may be required by any governmental body having jurisdiction, as directed, and unless otherwise directed, by the Authority. The Authority shall provide the City with any information which City requires in order for City to prepare and file any reports and/or forms relating to the operation and maintenance of the Water System.

Section 4.03 Ordinance. The City shall adopt and keep in effect all ordinances necessary to require connection to the public Water System as may be permitted or required by law.

Section 4.04 Board Members. The City shall use its best efforts to promptly fill any vacancies on the Authority.

ARTICLE V AUTHORITY DUTIES.

Section 5.01 Rates. The Authority shall be solely responsible for setting rates and charges for customers of the Water System, which rates and charges shall be set as provided by the Act. The rates and charges of the Authority shall at all times be set
such that the revenue generated therefrom shall be sufficient to pay for the operation of the Water System and the amounts due under this Agreement to the City.

**Section 5.02 Customer Rate Increases.** Beginning in January 2012, there have been automatic rate increases of 3% to adhere with the City’s Act 47 Plan, and these automatic rate increases of 3% will continue annually during each year of the lease, unless the Authority acts to the contrary before December 1st of the preceding year, to either increase or decrease this annual rate increase. If revenues exceed expenses the Authority will consider freezing or decreasing the rates charged to Authority customers.

**Section 5.03 Assignment.** The City hereby assigns and the Authority hereby assumes all rights and duties of the City with respect to existing contracts or agreements of any kind as it or they may relate to the present or future provision of water service in the service area of the Water System.

**Section 5.04 Contracts.** For any proposed Authority contract, or amendment thereto, for professional services, or contract having a cumulative term of more than one (1) year, including any renewal periods, when the amount of such contract would obligate the Authority to pay more than Two Million Dollars ($2,000,000.00) in any single twelve (12) month period, such contract shall be submitted to the City Clerk for review by City Council and such contract shall require approval or disapproval by resolution of City Council. For purposes of this Section, the term contract shall mean a contract with an individual or entity or collection of individuals or entities which are under common ownership or control. The foregoing notwithstanding, the Authority may enter into contracts submitted to City Council
without City Council approval if Council shall fail to act on a proposed contract within forty-five (45) days of the City Clerk's receipt of same.

**Section 5.05 Customer Contracts.** For any proposed contract with a customer in which the Authority would be selling ten percent (10%) or more of its permitted daily capacity of water, the Authority shall submit such proposed contract to the City Clerk for review by the City Council and such contract shall require approval or disapproval by resolution of the City Council. The foregoing notwithstanding, the Authority may enter into a customer contract submitted to City Council without City Council approval if Council shall fail to act on the proposed customer contract within forty-five (45) days of the City Clerk’s receipt of same. For purposes of the definition of customer in this section, the term shall mean a single customer or one or more customers who are under common ownership or control.

**Section 5.06 Routine Contracts.** The Authority shall be free without submission to or approval of City Council to approve contracts for (i) the routine purchase of utilities, chemicals and supplies; (ii) responses to an emergency [for purposes of the definition of an emergency under this Section, the term emergency shall mean a state of emergency declared by the Mayor, or made during a disaster emergency declared by the Governor, or during a local emergency and/or compliance with existing permits]; or (iii) to comply with the mandate of a regulatory body or court having jurisdiction and authority over the Authority.

**Section 5.07 Executive Management.** The Authority shall advertise internally or externally to fill all executive management positions in order to identify executive management employees with the necessary qualifications, experience and skills, as are deemed appropriate by the Authority. All executive management personnel shall be
employees of the Authority. The Authority shall comply with all federal, state and local laws regarding non-discrimination in its employment practices.

**Section 5.08 Authority Solicitor, Engineer and Auditor.** The Authority shall appoint an Authority Solicitor, Engineer and Auditor annually.

**Section 5.09 Authority Budget.** Not later than November 1 of each year, the Authority shall transmit its proposed Budget for the next Fiscal Year to City Council and the Mayor by delivery to the City Clerk. Council and the Mayor shall have thirty (30) days to review, and provide comments to the Authority on such proposed budget. The Authority shall give appropriate consideration to the comments of City Council and the Mayor prior to the final adoption of the budget by the Authority.

**Section 5.10 Authority Debt.** All new debt over One Million Dollars incurred by the Authority after the date of this Lease shall require approval by resolution of City Council. All such requests by the Authority for approval of new debt shall be accompanied by a written explanation as to the following:

(a) A description of the project or purpose for which the new debt will be incurred;

1. For projects that will extend distribution mains for a bona fide prospective customer, the Authority shall, upon application of the bona fide prospective customer, require an "Agreement", which shall require the bona fide customer to pay for the extension of such distribution main and all related appurtenances. A "bona fide prospective customer" shall mean any owner or lessee who is or will be the occupant of a proposed or existing developed premises having a curb line abutting on that part of a street or public highway in which there is, or is to be, located a distribution main of the Authority, who shall file a signed application for a new street service connection to such premises and for water service to begin immediately following the installation of the street service connection.

(b) A comprehensive description of the terms and conditions of the proposed financing;

(c) A five (5) year projection of the impact of the debt on Authority finances; and
(d) The impact of the new debt on the Authority’s debt service coverage ratio, including details of the calculation of the debt service coverage ratio. This provision does not apply to the refinancing of any existing Authority debt.

Section 5.11 Authority Audit. The Authority shall provide the City Clerk and City Auditor with a correct and complete final draft copy of the Authority’s audited financial statements no later than May 30 of each year and a copy of the Authority’s final audited financial statement by June 15 of each year.

Section 5.12 Annual Water System Plan Review. No later than June 30 of each year, the Authority shall present an annual plan, including a statement and current status of goals and objectives of the Authority and a detailed management discussion and analysis of operations and finances of the Authority to the City Clerk for distribution to City Council and the Mayor. By September 1 of each year, City Council and the Mayor shall provide, for appropriate consideration by the Authority, to the Authority comments on such annual plan.

Section 5.13 Authority Financial Reports and Debt Closing Binders. The Authority shall provide the City Clerk and City Auditor with correct and complete copies of current quarterly financial reports of the Authority no later than 45 days after the end of each fiscal quarter of the Authority. The Authority shall provide the City Clerk and City Auditor with any other financial or operational information in its custody or control that is requested by City Council within ten (10) days of such request. The Authority shall provide the City Clerk and City Auditor correct and complete executed copies of all existing Authority debt closing transcripts, bibles and documents within forty-five (45) days from the date of this Lease and the Authority shall provide the City Clerk and City Auditor correct and complete
executed copies of all Authority debt closing transcripts, bibles and documents within ten (10) days from the date of the closing of any debt incurred by the Authority.

Section 5.14. Expansion of the System. The extension of service zones outside of the limits of the City of Reading expanding the Authority's ability to sell water to additional customers may occur at the discretion of the Authority when the estimated revenue generated will justify the Authority's investment in the extension. The Authority, in its sole discretion, may extend distribution mains for bona fide prospective customers making application for water service. The Authority shall require any bona fide prospective customer, upon application for an extension of distribution, to enter into an agreement which shall require the bona fide customer to pay for the extension of the water main and all related appurtenances. A "bona fide prospective customer" shall mean any owner or lessee who is or will be the occupant of a proposed or existing developed premises having a curb line abutting on that part of a street or public highway is which there is, or is to be, located a distribution main of the Authority, who shall file a signed application for a new street service connection to such premises and for water service to begin immediately following the installation of the street service connection.

Section 5.15 Information Sharing. The Authority shall provide the City Clerk within forty-five (45) days after each meeting of the Authority with complete and current copies of all Authority Board meeting minutes and resolutions, including amendments, supplements and/or revisions.

ARTICLE VI LEASE PAYMENTS.

Section 6.01 Payments. The Authority shall pay for the year 2017 to the City the sum of $9,275,000.00, which amount has been determined to be the fair rental value of the
water system. For each of the lease years 2018 and 2019, the amount of the lease payment for such calendar year shall be increased on January 1 of each year by 2%. For each of the lease years 2020, 2021 and 2022, the amount of the lease payment for such calendar year shall be increased on January 1 of each year by 1.5%. Between July 1, 2022 and December 31, 2022, the City and Authority shall engage in good faith negotiations regarding any further annual increases in the lease payments, utilizing the assistance of a mediator, if necessary. In the event the City and Authority are unable to agree on the amount of any further increases in the lease payment, then beginning January 1, 2023 and for each year thereafter the amount of the lease payment for each calendar year shall be increased on January 1 of each year by 1.5%.

**Section 6.02 Payment Schedule.** The annual lease payments shall be made in equal monthly installments.

**Section 6.03 Bonus Lease Payments.** In the event that the Authority enters into any contract to supply new commercial customers with water in an amount in excess of ten percent (10%) of the current permitted capacity, the Authority shall pay to the City twenty-five percent (25%) of the net annual revenues generated by the Authority from such contract, said amount to be paid on or before January 15 of each succeeding year after the execution of said contract. The amount of the net revenue generated for the Authority by this contract shall be verified by the Authority’s Auditor.

**ARTICLE VII INDEMNIFICATION.**

**Section 7.01 Indemnification.** The Authority shall indemnify, defend and hold harmless (with counsel selected by the City in its sole discretion) the City and its
officers, Council members, employees, agents, successors and assigns (the "Indemnified Parties"), from and against any and all injuries, losses, claims, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), liabilities, fines, penalties or settlement amounts, threatened, incurred, or imposed on or against the Indemnified Parties arising from or related to the operation of the Water System.

ARTICLE VIII TAKE BACK; TERMINATION.

Section 8.01 Termination. Either the City or the Authority may terminate this Lease by serving written notice on the other of its intent and desire to terminate the Lease on the date specified in such notice, which shall be a date not earlier than one hundred eighty (180) days from and including the date of such notice, in which event this Lease shall terminate as of the date specified in such notice.

Section 8.02 Take-Back. The City shall retain all rights and powers it has by operation of law, including, but not limited to, the Municipalities Authorities Act, 53 Pa. C.S.A. 5622, to require the Authority to convey the Water System to the City upon assumption by the City of the obligations incurred by the Authority with respect to the Water System (the "Take-Back Powers"). Except as provided below, the Authority shall not take any actions which will hinder, limit or interfere with the City's Take-Back Powers, including, but not limited to, entering into any agreement, contract, loss obligation, bond, trust indenture or pledge that contains terms that limit, directly or indirectly, or attempt to limit the City's Take-Back Powers. Notwithstanding the foregoing, the City acknowledges that, in the exercise of its responsibilities to operate and maintain the Water System, of necessity the Authority will routinely enter into transactions, including the issuance of
debt, the employment of personnel pursuant to collective bargaining agreements and other transactions that may have the effect of increasing the obligations of the Authority with respect to the Water System that the City will need to assume to exercise its Take Back Powers. There is no intent to restrict the Authority's ability to operate and maintain the Water System by entering into such transactions so long as such transactions are entered on commercially reasonable terms, are necessary for the efficient operation of the Water System, and were entered with no intent to hinder, limit or interfere with the City's exercise of its Take Back Powers.

**ARTICLE IX MISCELLANEOUS.**

**Section 9.01 Modification.** This lease may be modified only by written agreement signed by the Authority and City.

**Section 9.02 No Joint Venture.** The relationship between the Authority and City at all times shall remain solely that of a landlord and tenant and shall not be deemed a partnership or joint venture.

**Section 9.03 Governing Law.** This Lease shall be governed by, construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

**Section 9.04 Venue.** Venue for any legal action shall rest solely with the Court of Common Pleas of Berks County.

**Section 9.05 Invalidity.** In the event that any part of this Lease is determined to be invalid, such determination shall not affect the validity of any remaining parts of this Lease.

**IN WITNESS WHEREOF,** the City of Reading, Berks County, Pennsylvania, has caused this new Lease Agreement to be executed in its name and on its behalf by its
Mayor and its official seal to be affixed hereunder and attested by its City Clerk, and the Reading Area Water Authority has caused this Agreement to be executed in its name and on its behalf by its Chairperson or Vice Chairperson and its corporate seal to be affixed hereto and attested by its Secretary or Assistant Secretary, all as of the day and year first above written.

CITY OF READING  READING AREA WATER AUTHORITY

By:__________________________  By:_______________________________
       Mayor          Chairperson

Attest:________________________  Attest:_____________________________
       City Clerk
TO: City Council

FROM: Glenn Steckman, Managing Director
       Ralph Johnson, Director of Public Works

PREPARED BY: Ramsey Reiner, Public Properties Manager

MEETING DATE: May 22, 2017

AGENDA MEMO DATE: May 17, 2017

REQUESTED ACTION: Amend 2017 Position Ordinance by reclassifying the Maintenance Worker I position to Maintenance Worker II.

RECOMMENDATION
The Managing Director and Public Works Director recommend the above changes in the Operations Division of Public Works.

BACKGROUND
Currently, the Maintenance Worker I position is assuming the responsibilities, requirements and qualifications of a Maintenance Worker II position. The position needs to be upgraded in the position ordinance to a Maintenance Worker II position. It is requested that Council amend the position ordinance by reclassifying the Maintenance Worker I position to Maintenance Worker II. The reclassification of the position has additional budgetary impact.

BUDGETARY IMPACT:
The budget change is an increase in salary and payroll taxes of $313.33. This was accounted for in the budget for 2017.

PREVIOUS ACTION:
None

RECOMMENDED BY:
Managing Director, Director of Public Works

RECOMMENDED MOTION:
Approve the request.
B I L L   N O._________
A N   O R D I N A N C E

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 ordinance by reclassifying the Maintenance Worker I position in the Operations Division of Public Works to Maintenance Worker II.

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: __________
Date: ________________

Received by the Mayor’s Office: __________
Date: ________________

Approved by Mayor: __________
Date: ________________

Vetoed by Mayor: __________
Date: __________
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 Juan Zabala is appointed to the Redevelopment Authority with a term ending December 31, 2022.

Adopted by Council ______________________, 2017

______________________________
President of Council

Attest:

______________________________
Linda A. Kelleher
City Clerk