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: William Griffis, Community Evangelical Church
C. PLEDGE TO THE FLAG
D. ROLL CALL
E. PURPOSE OF EXECUTIVE SESSION – COW on August 20th re litigation and contracts

2. PROCLAMATIONS AND PRESENTATIONS
   • None

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 August 27, 2018
B. MINUTES: August 13, 2018 Regular Meeting & August 20th Special Meeting
   Affirming the summation of discussion at the COWs held on August 13 and 20

5. Consent Agenda Legislation

A. Award of Contract – for the preparation of the regulatory required Environmental Review Records for the 2019 to 2023 Community Development Block Grant, HOME
Investment Partnerships Program, the Emergency Solutions Grant, and the Section 108 Loan Guarantee Programs at the cost of $9,135

**B. Resolution** – Appointing Jeffrey S Waltman, Sr. as the Council representative on the Downtown Revitalization Public Private Partnership Board of Directors and John Slifko as the alternate

**6. ADMINISTRATIVE REPORT**

**7. REPORT FROM OFFICE OF THE AUDITOR**

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

Environmental Advisory Council

**9. ORDINANCES FOR FINAL PASSAGE**

<table>
<thead>
<tr>
<th>Pending Legislation</th>
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<tbody>
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<td><strong>Ordinance 30 - 2018</strong> – amending the City's Zoning Ordinance by making churches a by right use in all zoning districts <strong>Introduced at the June 11 regular meeting; City &amp; County Planning Commission review and advertisement required</strong></td>
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| A. Bill 34-2018 - Amend the City Code, Chapter 180 Property Maintenance Code 180, Section 107.3 Method of Service #2 allowing service by certified or first class mail **Introduced at the June 25 regular meeting; Tabled at the July 9, July 23 and August 13 regular meetings** |
| B. Bill 45-2018 – acknowledging the amendment to the State Fireworks law and amending the City Code Chapter Chapter 225 by banning the use of all fireworks within Reading unless permitted by the Fire Department **Introduced at the July 23 regular meeting; Tabled at the August 13 regular meeting** |
C. Bill 46-2018 – amending Code of the City of Reading Chapter 576, Vehicles and Traffic, Part 4, Stopping and Parking, Section 576-815 to decrease the number of unsettled parking tickets exposing a motor vehicle to booting and storage Introduced at the July 23 regular meeting; Tabled at the August 13 regular meeting

D. Bill 47-2018 – amending Code of the City of Reading Chapter 576, Vehicles and Traffic, Part 4, Section 518 (a)(2) and Section 518 (a)(3) to increase time to appeal a parking ticket and increase time to advise whether the parking ticket will be upheld or dismissed Introduced at the July 23 regular meeting; Tabled at the August 13 regular meeting

E. Bill 48-2018 -amending Code of the City of Reading Chapter 576, Vehicles and Traffic, Section 419 (b)(4) to establish a clear number for posting daily parking permits in nonmetered areas as 24 hours Introduced at the July 23 regular meeting; Tabled at the August 13 regular meeting

F. Bill 51-2018 – amending the 2018 Capital Budget by providing funding for the lease/purchase of 20 vehicles from Enterprise for Property Maintenance Introduced at the July 23 regular meeting; Tabled at the August 13 regular meeting

G. Bill 52-2018 – amending City Code Chapter 396 Parks and Recreation, Part 3 Park Use as attached to correct and clarify Introduced at the August 13 regular meeting

H. Bill 53-2018 – repealing Bill No 67-2018 restricting parking between the hours of 11 PM and 6 AM, along both sides of Skyline Drive between the Pagoda and the City limits and reaffirming that the Mt. Penn Preserve area is closed between dusk and dawn Introduced at the August 13 regular meeting

I. Bill 54-2018 – amending the GF Budget to provide in the amount of $65,000 to provide the funds needed to pay for additional costs associated with a contract for electric supplier and distributor costs Introduced at the August 13 regular meeting

J. Bill 55-2018 – approving the first amendment to the Lease Agreement with the Reading Area Water Authority, approved on June 12, 2017 by increasing the City’s meter surcharge payment to $1.7M annually, as attached in Exhibit A Introduced at the August 13 regular meeting

K. Bill 56-2018 – amending the Budget to provide the funds needed to pay for additional costs associated with contracted services work needed for city vehicles which are outsourced by the City’s Garage division. The funds will be paid by a reallocation of both
Public Works and Fire department budgeted funds in the amount of $70,000 Introduced at the August 13 regular meeting

10. INTRODUCTION OF NEW ORDINANCES

A. Ordinance - authorizing the creation of an OPEB (Other Post-Employment Benefits) Trust Agreement to provide for certain postemployment benefits for employees hired prior to January 1, 2011, as attached in Exhibit A

B. Ordinance – authorizing the issuance of a residential parking permit for the 100 block of Moss Street

11. RESOLUTIONS

A. Resolution 87-2018 – approving a lease/purchase agreement with Enterprise Fleet Management Tabled at the July 23 and August 13 regular meeting

B. Resolution – appointing Lee Olsen to the Planning Commission

C. Resolution – removing Kevin Graybill from the First Energy Stadium Commission

D. Resolution – respectfully requesting the Mayor to order the Parking Authority Executive Director and Board to immediately open their records for an audit by the PA Auditor General

12. PUBLIC COMMENT – GENERAL MATTERS

Please see public speaking rules on second page

13. COUNCIL BUSINESS/COMMENTS

14. COUNCIL MEETING SCHEDULE

Monday, August 27
Committee of the Whole – Penn Room – 5 pm
Regular Meeting – Council Chambers – 7 pm

Monday, September 3
City Hall Closed – Labor Day Holiday
**Tuesday, September 4**
Nominations & Appointments Committee – Council Office – 4 pm
Strategic Planning Committee – Penn Room – 5 pm

**Monday, September 10**
Committee of the Whole – Penn Room – 5 pm
Regular Meeting – Council Chambers – 7 pm

15. BAC AND COMMUNITY GROUP MEETING SCHEDULE

**Monday, August 27**
DID Authority – 645 Penn St 1st floor – noon
District 7 Crime Watch – Holy Spirit Church – 7 pm

**Tuesday, August 28**
Housing Authority Workshop – WC Building – 4 pm
Housing Authority – WC Building – 5 pm
Planning Commission – Penn Room – 6 pm
Penn’s Commons Neighborhood Group – Penn’s Commons meeting room – 7 pm

**Wednesday, August 29**
Stadium Commission – Stadium RBI room – 7 pm

**Tuesday, September 4**
Charter Board – Penn Room – 7 pm

**Wednesday, September 5**
Reading Elderly Housing Crime Watch – Front & Washington Sts – 2:30 pm
District 2 Crime Watch – St Paul's Lutheran Church – 6:30 pm

**Thursday, September 6**
BCTV Board – BCTV Studio – 8 am
Police Civil Service Board – Penn Room – noon

**Sunday, September 9**
College Heights Community Council – Nativity Lutheran Church – 7 pm

16. ADJOURN
City of Reading City Council  
Regular Meeting  
August 13, 2018

Council President Waltman called the meeting to order.

The invocation was given by Enrique Molina, Christ Church.

All present pledged to the flag.

An executive session was held during the Committee of the Whole meeting on August 6th on personnel matters and at the Committee of the Whole Meeting, preceding this meeting, regarding personnel, litigation and contractual matters.

ATTENDANCE
Council President Waltman  
Councilor Sihelnik, 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 J. Krafczek  
City Clerk L. Kelleher  
Managing Director G. Steckman

PROCLAMATIONS AND PRESENTATIONS
- Council commendation to United Way in recognition of the Ready Set Read! Program
- Council commendation to Denise Schleicher and Idalmi Rivera, the author and illustrator, respectively, of The Ugly Christmas Tree, a little book about the 2014 Penn Square tree

PUBLIC COMMENT
Council President Waltman stated that there are six (6) citizens registered to address Council on agenda matters and five (5) citizens to address Council on non-agenda matters. He inquired if any Councilor objected to suspending the rule requiring non-agenda comment at the end of the
meeting. No one objected. Councilor Reed read the public speaking rules that were adopted by Council.

**Thomas Ryan, of North 5th Street**, stated that there have been numerous educational sessions on the spotted lanternfly provided by a variety of organizations; however, he stressed the need for the City and City Council to develop a plan of attack and discuss how they will address the infestation on City property.

**Judy VosKorlis, of North 8th Street**, noted Reading’s long history with a variety of transportation services used by residents and visitors and the negative impact by the end of Beiber Bus transportation to New York City. She described her difficulties in obtaining affordable transportation to Harrisburg and New York City. She stressed the need to provide more reasonable options for residents and visitors.

**Bill Sands, of Hill Road**, described the continued quality of life problems created by the ongoing partying at the Pagoda and the lack of sufficient police enforcement to quell these activities. He stated that the partying has turned into a free for all with music blaring down the mountainside disturbing the residential community. He stated that this misuse of the Pagoda has changed the nature of this facility. He urged the police to stop the abusive partying at the Pagoda.

**Jerry Pelker, of Hill Road**, stated that he moved into his property four (4) years ago and 3 ½ years ago he became aware of the partying at the Pagoda for the first time. He described the steps he needs to take to downplay the noise so he can attempt to sleep and how this noise affects his ability to live peacefully at his property. He urged the City to take action to end these abusive practices.

**Casey Miller, of Hill Road**, spoke about the loud and disturbing noise from the partying at the Pagoda. She suggested installing a gate closure to prevent parking at the Pagoda during the evening hours and forcing traffic to the east side of the island at the Pagoda. She stated that she visits the Skyline Drive and Pagoda areas daily and she stressed the amount of debris, litter and broken bottles that remain after the partying. She stressed the need for a solution to resolve this ongoing problem.

**Pat Schleicher, of Steuban Rd**, stated that she has resided in Hessian Camp for 28 years and that this beautiful and peaceful area is being trashed by those who party at the Pagoda. She stated that she has repeatedly reported drug sales and turned in many involved vehicle license
numbers to the Police Chief; however, drug use and sales continue at the Pagoda. She urged the City to develop a solution to stop the problems at the Pagoda that have a negative impact on the facility and the adjoining neighborhoods.

**Angel Torres, of South 4th Street,** encouraged Council to continue their support for the improvement of the local trail system. She also noted the need to correct the rough pedestrian crossings along the 7th Street rail system between Spruce and Penn Street.

**Debbie Andrews, of Robesonia,** stated that the Angels of Heaven support group was created to aid mothers who have had children pass away. She described the long lasting difficulties associated with losing a child.

**Dee Taylor, of Parkside Drive South,** stated that she is also a representative of Angels of Heaven and she described how the group helps those who have lost children. She asked for the City’s support as the group works toward their goals to provide hot line support, financial aid for funeral expenses, etc. to those who suffered the loss of a child.

**Justin Blatt, of Hessian Road,** stated that he is at tonight’s meeting again to drive change; change of the behavior of those who continue to party at the Pagoda and disturb the adjoining residential neighborhoods. He stated that past pleas appear to have fallen on deaf ears as the problem continues. He stated that laws only work if they are properly enforced. He played a video recording of the partying at the Pagoda that he made while riding in a neighbor’s vehicle over the past weekend. In the video, the blaring music was turned down when those at the Pagoda saw the headlights of an approaching vehicle; however, the intensity of the music returned after the people saw that the car was not a police vehicle. He stated that the Mt. Penn Preserve COG has repeatedly discussed this ongoing problem; however, only the City has the ability to end this problem.

**Radarra McLendon, of Elm Street,** described the ongoing problems associated with gun violence and she encouraged all to attend the rally on August 21st in the 400 block of Elm Street.

Councilor Goodman-Hinnershitz thanked the District 2 residents for speaking about the problems at the Pagoda. She noted the need for prevention and an intervention. She asked that the issue be placed on the next Strategic Planning Agenda so an enforcement plan can be identified.

Councilor Slifko thanked all speakers who addressed Council this evening.
Councilor Marmarou stated that the Police Department addressed similar problems at the Pagoda 50 years ago by assigning a car to patrol the Skyline area. He noted the need for police visibility to deter problems.

Councilor Reed agreed with the need to develop an enforcement action plan to quell problems at the Pagoda described by area residents for a few years. She noted that those who reside in the condos on North 14th Street are also impacted by the partying at the Pagoda.

Councilor Reed encouraged all to attend the anti-gun rally planned for August 21st in the 400 block of Elm Street. She noted that Council will invite a speaker to the August 20th COW to begin addressing the spotted lanternfly issue on City property and the corresponding budgetary impact.

APPROVAL OF THE AGENDA & MINUTES
Council President Waltman called Council’s attention to the agenda for this meeting, including the legislation listed under the Consent Agenda heading, the minutes from the July 23, 2018 Regular Meeting of Council and the summations of discussion for the COW meetings held on July 23rd and August 6th and the Nominations Committee meeting held on August 6th. He stated that the Awards of Contract A and C under the Consent Agenda heading will be considered under the Resolution heading.

Councilor Marmarou moved, seconded by Councilor Twyman, to approve the minutes from the July 23, 2018 Regular Meeting of Council and the summations of discussion as listed and the agenda, as amended, including the legislation remaining under the Consent Agenda heading. The motion was approved unanimously.

Consent Agenda


D. Award of Contract – for OPEB Actuarial Services to Conrad Siegel, Harrisburg at a total cost of $40,000
E. Award of Contract – for Waste Disposal Services to Advance Disposal at the total cost of $42,000

ADMINISTRATIVE REPORT

The mayor was not present. The managing director stated that he is sensitive to the problems at the Pagoda and to the spotted lanternfly issues on City property. He stated that he understands the strife the problems at the Pagoda create for the residential neighborhood. He stated that the Act 47 Recovery Plan places manning limits on the Police Department and that the City has a difficult time keeping up with the turnover in the department, which can limit the department’s ability to respond to every complaint. He stated that details are assigned to the Pagoda area when manpower is available. He stated that the City is considering updating the Pagoda Foundation’s antiquated camera system and installing more lighting in the area. He suggested that the MP3 assist in resolving the problems at the Pagoda through the police.

The managing director stated that a building collapsed in the 300 block of Cedar Street today. He also stated that the Aggregated Pension Board interviewed investment advisors and will be making a recommendation. He noted that he plans to introduce an OPEB trust ordinance at the next Council meeting. The trust document is under the Solicitor’s review.

The managing director stated that the administration will soon provide a report on the tree removals. He added that the greenhouse was transferred back to the City from Perma Cultivate.

Councilor Goodman-Hinnershitz noted the need for the City to identify a solution to the spotted lanternfly infestation on city-owned property such as Mt Penn due to the number of Trees of Heaven that exist on the mountain property. She also stressed the need to adopt the Park Code amendment as it will lay the ground work to solve the problems at the Pagoda.

Councilor Slifko agreed with the need to develop an action plan to address the lanternflies on city-owned property, as Berks County is one of the two (2) epicenters of infestation.

Councilor Twyman concurred and noted that the Sumac tree closely resembles the Tree of Heaven. He stated that fruit trees are also at risk for infestation. He described the ecologically friendly home remedies.

Councilor Marmarou questioned Mr. Steckman’s statement regarding the MP3 COG police. Mr. Steckman clarified that the MP3 COG should help develop a solution and coordinate resources.
Councilor Reed noted the importance of moving traffic to the east side of the island at the Pagoda which would allow the parking area to be closed off when the Pagoda is not operational. She noted that a traffic study would be necessary.

AUDITOR’S REPORT
City Auditor Cituk highlighted the report distributed to Council at the meeting; in summary:
- 2000-18 Liquid Fuels receipts from the State – and the recent bump caused by the increase in the State gas tax
- 1997-18 Franchise Fee collection
- Results from the Pension audit showing the number of retirees in each of the three (3) plans.

REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS
None.

ORDINANCES FOR FINAL PASSAGE

Pending Legislation

Resolution 47-2018 – authorizing payment to Urban Design Ventures up to the maximum amount of $23,300 for underwriting services for the City's Microloan Program and up to the maximum amount of $33,100 for underwriting services for the City's Section 108 Loan Program (See Ordinance above) Tabled at the March 12 regular meeting; Tabled at the April 23 regular meeting

Ordinance 30-2018 – amending the City's Zoning Ordinance by making churches a by right use in all zoning districts Introduced at the June 11 regular meeting; City & County Planning Commission review and advertisement required

A. Bill 34-2018 - Amend the City Code, Chapter 180 Property Maintenance Code 180, Section 107.3 Method of Service #2 allowing service by certified or first class mail Introduced at the June 25 regular meeting; Tabled at the July 9 and July 23 regular meetings

Councilor Slifko moved, seconded by Councilor Marmarou, to table Bill No. 34-2018.

Bill No. 34-2018 was tabled by the following vote:
B. Bill 45-2018 – acknowledging the amendment to the State Fireworks law and amending the City Code Chapter Chapter 225 by banning the use of all fireworks within Reading unless permitted by the Fire Department Introduced at the July 23 regular meeting

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed, to table Bill No. 45-2018.

Bill No. 45-2018 was tabled by the following vote:

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

C. Bill 46-2018 – amending Code of the City of Reading Chapter 576, Vehicles and Traffic, Part 4, Stopping and Parking, Section 576-815 to decrease the number of unsettled parking tickets exposing a motor vehicle to booting and storage Introduced at the July 23 regular meeting

Councilor Twyman moved, seconded by Councilor Reed, to table Bill No. 46-2018.

Bill No. 46-2018 was tabled by the following vote:

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

D. Bill 47-2018 – amending Code of the City of Reading Chapter 576, Vehicles and Traffic, Part 4, Section 518 (a)(2) and Section 518 (a)(3) to increase time to appeal a parking ticket and increase time to advise whether the parking ticket will be upheld or dismissed Introduced at the July 23 regular meeting

Councilor Slifko moved, seconded by Councilor Marmarou, to table Bill No. 47-2018.

Bill No. 47-2018 was tabled by the following vote:
E. Bill 48-2018 - amending Code of the City of Reading Chapter 576, Vehicles and Traffic, Section 419 (b)(4) to establish a clear number for posting daily parking permits in nonmetered areas as 24 hours *Introduced at the July 23 regular meeting*

Councilor Goodman-Hinnershitz moved, seconded by Councilor Marmarou, to table Bill No. 48-2018.

Bill No. 48-2018 was tabled by the following vote:

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

Council President Waltman explained that the first two bills were tabled at the request of the administration and the last three (3) were tabled due to the need for discussion with the Parking Authority Executive Director.

F. Bill 49-2018 – authorizing the execution of an Adopt-A-Trail Agreement between the City of Reading and Penn State University Berks College consisting of Berks-supervised, routine trail cleanups on City owned property known as the Schuylkill River Trail *Introduced at the July 23 regular meeting*

Councilor Slifko moved, seconded by Councilor Reed, to enact Bill No. 49-2018.

The managing director stated that this agreement formalizes the partnership with Penn State Berks for assistance with trail management.

Councilor Slifko thanked Penn State Berks for their commitment.

Councilor Reed stated that a clean-up is scheduled for August 26th from 1-3 pm. She noted that since the brush was cleared by the City the trails are in much better condition.

Bill No. 49-2018 was enacted by the following vote:
Yeas: Goodman-Hinnershitz, Marmarou, Reed, Sihelnik, Slifko, Twyman, Waltman, President - 7
Nays: None – 0

G. Bill 50-2018 – amending the 2018 Sewer Fund Budget to reflect the funding of the engineering design costs for the 6th & Canal Streets pump station rehabilitation project in the amount of $2,744,784 Introduced at the July 23 regular meeting

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed, to enact Bill No. 50-2018.

The managing director reminded everyone that this project falls under the Consent Decree and funding is provided through the Sewer Fund, not the General Fund.

Bill No. 50-2018 was enacted by the following vote:

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

H. Bill 51-2018 – amending the 2018 Capital Budget by providing funding for the lease/purchase of 20 vehicles from Enterprise for Property Maintenance Introduced at the July 23 regular meeting

Councilor Slifko moved, seconded by Councilor Twyman, to table Bill No. 51-2018.

Bill No. 51-2018 was tabled by the following vote:

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

10. INTRODUCTION OF NEW ORDINANCES

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

A. Ordinance – amending City Code Chapter 396 Parks and Recreation, Part 3 Park Use as attached to correct and clarify
B. Ordinance – repealing Bill No 67-2018 restricting parking between the hours of 11 PM and 6 AM, along both sides of Skyline Drive between the Pagoda and the City limits and reaffirming that the Mt. Penn Preserve area is closed between dusk and dawn

C. Ordinance – amending the GF Budget to provide in the amount of $65,000 to provide the funds needed to pay for additional costs associated with a contract for electric supplier and distributor costs

D. Ordinance – approving the first amendment to the Lease Agreement with the Reading Area Water Authority, approved on June 12, 2017 by increasing the City’s meter surcharge payment to $1.7M annually, as attached in Exhibit A

E. Ordinance – amending the Budget to provide the funds needed to pay for additional costs associated with contracted services work needed for city vehicles which are outsourced by the City’s Garage division. The funds will be paid by a reallocation of both Public Works and Fire department budgeted funds in the amount of $70,000

RESOLUTIONS
A. Resolution 87-2015 – approving a lease/purchase agreement with Enterprise Fleet Management  
   Tabled at the July 23 regular meeting

   Councilor Marmarou moved, seconded by Councilor Reed, to table Resolution 87-2018.

   Resolution No. 87-2018 was tabled by the following vote:

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

B. Resolution 89-2018 – amending the 2018 CDBG Action Plan is cancelling the PY2017 Hope Rescue Mission Improvement Project, the PY2017 Commercial Façade Improvement Program, and the PY2017 Residential Façade Improvements Program. The unprogrammed CDBG funds will be moved to the New Penn Street Fire Station Project in the amount of $1,000,000

   Councilor Slifko moved, seconded by Councilor Marmarou, to adopt Resolution 89-2018.

   The managing director explained that this amendment combines $841K in unallocated CDBG funding, the return of $68K from the Hope Rescue Mission project and a total of $120K from the
2017 commercial and residential façade programs to fund the construction of the Penn Street Fire Station.

Councilor Sihelnik expressed concern about losing the funding available for façade improvements, which provide assistance to property owners and improves the appearance of neighborhoods.

The managing director stated that many organizations apply for CDBG funding and when they learn about the strings that HUD applies they are often not prepared to move forward with federal funding assistance.

Councilor Goodman-Hinnershitz stressed the need for a change in the signage that is currently posted on the site proposed for the Fire Station. She noted that the type of signage currently in place was never used by prior administrations. She stated that applying federal funds to this project dramatically changes the required language on the sign, noting that the sign must inform the public that CDBG funding was approved by City Council.

The managing director agreed with the need to change the sign so it is in compliance with federal regulations.

Resolution No. 89-2018 was adopted by the following vote:

Yeas: Goodman-Hinnershitz, Marmarou, Reed, Sihelnik, Slifko, Twyman, Waltman,
President - 7

Nays: None – 0

C. Resolution 90-2018 – reappointing Andrew Molteni to the Environmental Advisory Council

Councilor Marmarou moved, seconded by Councilor Twyman, to adopt Resolution 90-2018.

Councilors Marmarou, Slifko, Reed and Twyman spoke in support of this reappointment.

Resolution No. 90-2018 was adopted by the following vote:

Yeas: Goodman-Hinnershitz, Marmarou, Reed, Sihelnik, Slifko, Twyman, Waltman,
President - 7

Nays: None – 0

FROM THE CONSENT AGENDA
A. Award of Contract – for the Front and Schiller Playground Project to Purcell Construction, Denver, PA with total price of $167,300.00.
Councilor Reed moved, seconded by Councilor Goodman-Hinnershitz, to award the contract to Purcell Construction.

The managing director explained that this park improvement will include a spray park.

The award of contract for Purcell Construction was awarded by the following vote:

Yeas: Goodman-Hinnershitz, Marmarou, Reed, Sihelnik, Slifko, Twyman, Waltman, President - 7

Nays: None – 0

C. Award of Contract – for “18th Wonder Engineering Services” contract to SSM (spots, Stevens and McCoy) at the total cost of $250,500

Councilor Reed moved, seconded by Councilor Sihelnik, to award the contract to SSM.

The managing director explained that a typo necessitated the change in the cost of the contract awarded.

The award of contract for SSM was awarded by the following vote:

Yeas: Goodman-Hinnershitz, Marmarou, Reed, Sihelnik, Slifko, Twyman, Waltman, President - 7

Nays: None – 0

COUNCIL COMMENT

Councilor Marmarou suggested bringing back retired police officers to patrol the Skyline Drive area.

Councilor Goodman-Hinnershitz agreed that a more effective approach is needed to cure the destructive behavior at the Pagoda. She expressed condolences to the Lakin family due to the recent passing of Ed Lakin. She noted the many things he did to help the City with Mr. Boscov.

Councilor Reed noted the passing of Reverend Charles Fair, formerly at Alsace Lutheran Church. She noted his work to bring the community together throughout his career.

Councilor Reed also noted the tragic passing of John and Donna Kramer’s young daughter Stephanie. She expressed sympathy to the Kramer family and to Stephanie’s eight (8) children.

Councilor Reed noted the start of the 2020 census and the importance of providing information to improve the correct count of Reading’s population. She acknowledged that the enrollment in the Reading School District suggests that the actual number of people living in Reading is closer
to 99,000, rather than 88,000. She noted that the new questionnaire may contain some questions that people may not wish to answer.

The managing director provided an update on the potential for flooding from the recent heavy rainfalls that are affecting the County.

Councilor Sihelnik thanked Mr. Torres for his support of the 18th Wonder and the trail improvement projects. She stated that the next 18th Wonder meeting is scheduled for Thursday, August 16th at 3 pm at the Housing Authority offices.

Councilor Sihelnik noted than many in the 18th Ward lost water service due to a main break near RACC. She described the magnitude of RAWA outreach to assist affected customers. She stated that RAWA not only provided great assistance to affected customers, but all RAWA employees were very pleasant to deal with too. She thanked RAWA for everything they did.

Councilors Reed and Slifko acknowledged that with the loss of Bieber Bus service, Reading becomes more isolated from key transportation systems.

Councilor Slifko announced that the next phase of the UGI litigation regarding the placement of UGI meters in the public right of way begins on August 21st for a 2-day trial before the PUC Administrative Law Judge.

Councilor Twyman thanked all citizens who attended this evening’s meeting. He noted the importance of citizen participation in the democratic process. He also agreed with the need to address the disruptive behavior at the Pagoda and the infestation of the lanternflies.

Council President Waltman reviewed the upcoming meeting schedule and announced that Council will be holding a special meeting on Monday, August 20th to address a contract for police services with Kenhorst.

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

Respectfully submitted by Linda A. Kelleher CMC, City Clerk
City of Reading City Council
Special Meeting
August 20, 2018

Council Vice President Slifko called the meeting to order.

ATTENDANCE
Councilor Sihelnik, District 1
Councilor Goodman-Hinnershitz, District 2
Councilor Twyman, District 3
Councilor Reed, District 5
Councilor Slifko, District 6
City Auditor D. Cituk
City Solicitor J. Krafczek
City Clerk L. Kelleher
Managing Director G. Steckman

PUBLIC COMMENT
Council Vice President Slifko opened the floor for public comment. The City Clerk stated that no one was pre-registered to speak and there were no requests from those present. The public comment period was closed.

APPROVAL OF AGENDA & MINUTES
AGENDA: Special Meeting of August 20, 2018

Council Vice President Slifko asked Council to consider the agenda for this advertised Special Meeting.

Councilor Reed moved, seconded by Councilor Twyman, to approve the agenda for this meeting. The motion was approved unanimously.

5. RESOLUTION

A. Resolution 91-2018 - authorizing the three year extension of the contract for police services with the Borough of Kenhorst

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed, to adopt Resolution No. 91-2018.
Resolution No. 391-2018 was adopted by the following vote:

Yeas:  Goodman-Hinnershitz, Reed, Sihelnik, Slifko, Twyman - 5
Nays:  None – 0

COUNCIL COMMENT
None.

Councilor Reed moved, seconded by Councilor Twyman, to adjourn the special meeting of Council.

Respectfully submitted by Linda A. Kelleher CMC, City Clerk
RECOMMENDED ACTION:
Awarding of Contract for the Environmental Review Record Preparation Services

RECOMMENDATION
The recommendation is to award the contract for the Environmental Review Record Preparation Services to Triad Associates, 1301 W. Forest Grove Road, Vineland, PA 08360 with total price of $9,135.00.

BACKGROUND
Proposals for this project were received on June 18, 2018. The project entails the preparing of the regulatory required Environmental Review Records for the 2019 to 2023 Community Development Block Grant, HOME Investment Partnerships Program, the Emergency Solutions Grant, and the Section 108 Loan Guarantee Programs.

BUDGETARY IMPACT
The Department of Community Development has confirmed there are sufficient funds to cover the project.

PREVIOUS ACTION
None
SUBSEQUENT ACTION
Formal action by Council is required to award the contract at the August 27, 2018 meeting.

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

RECOMMENDED MOTION
Approve/Deny the recommendation for the Environmental Review Record Preparation Services Project in order that the contract may be awarded to Triad Associates, Vineland, PA.

cc: File
July 18, 2018
To the Mayor
City Hall
Reading, PA

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

RFP FOR THE ENVIRONMENTAL REVIEW RECORD REQUIREMENTS
THE DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY OF READING,
PENNSYLVANIA

BIDDERS
Proposals were received from the following firms:

Mullin & Lonergan Associates, Inc.
800 Vinial Street, Suite B414
Pittsburgh, PA 15212

Principal (Bill Wasielewski) $195.00
Project Leader/Manager (Karen Parish) $150.00
Professional Staff (Whitney Finnstorm) $135.00
Administrative $55.00

Exempt Activities - $50.00
Categorically Excluded Activities Not Subject to Part 58 - $50.00
Categorically Excluded Activities Subject to Part 58 - $600.00
Multi-Year Activities: Broad Level Tiered Environmental Review $1,000
(Non-site specified)
Multi – Year Checklist - $50.00
Environmental Assessed Activities - $1,500

**Triad Associates**  
**1301 West Forest Grove Road**  
**Vineland, NJ 08360**

<table>
<thead>
<tr>
<th>Task</th>
<th>Flat Rate</th>
<th>Hourly</th>
<th>Estimated #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exempt Activities (approx 4 projects)</td>
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<td>$145</td>
<td>2 hours</td>
</tr>
<tr>
<td>Categorically Excluded Activities Not Subject to Part 58 (approximately 12 projects)</td>
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<td>$145</td>
<td>6 hours</td>
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<tr>
<td>Categorically Excluded Subject to part 58 (approximately 3 projects; includes all request for release of funds documents)</td>
<td>$3,045</td>
<td>$145</td>
<td>21 hours</td>
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<td>Multi-Year activities: Broad Level Tiered Environmental Review, non-site specific (approximately 1 project; includes all request for release of funds documents)</td>
<td>$3,190</td>
<td>$145</td>
<td>22 hours</td>
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<td>Multi – Year Checklist (Continuation Activities; approximately 2 projects)</td>
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<td>$145</td>
<td>1 hours</td>
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<td>Environmental Assessment Activities (approximately 1 project; includes all request for the release of funds documents)</td>
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<td>Not to Exceed Totals Per Year</td>
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<td>$145</td>
<td>63 hours</td>
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**Staff Category**  
<table>
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<tr>
<th>Rate</th>
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<tbody>
<tr>
<td>Chairman/ Vice President: $175 per hour</td>
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<tr>
<td>Technical Advisor: $150 per hour</td>
</tr>
<tr>
<td>Senior Associate: $150 per hour</td>
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</tbody>
</table>
AEI Consultants
30 Montgomery Street, Suite 220
Jersey City, NJ 07302

Completion Part 58.34(a) and 58.35(b) for Exempt of Categorically Excluded Activities not Subject to Part 58: $295 / Site or Checklist
Completion Part 58.6 NEPA Checklists & Environmental Reviews: $1,300 - $2,975 depending (Categorically Excluded & Subject to Part 58) Level of environmental due diligence (Phase I ESA, Transaction Screen or Checklist
Multi-Year Activities – Broad Level Tiered Env Review: Time & Materials
Environmental Assessments Activities: Time & Materials

Hourly Rates:

Project Executive (Professional Engineer): $150/hour
Director of Environmental Services (HUD): $135/hour
Project Manager: $95/hour
Administrative Support: $65/hour

Cedarville Engineering Group
1033 S. Hanover Street Suite 300
Pottstown, PA 19465

PLEASE SEE ATTACHED FEE SCHEDULE FOR PRICING

Project Background: The delivery of preparing the regulatory required Environmental Review Records for the 2019 to 2023 Community Development Block Grant, HOME Investment Partnerships Program, the Emergency Solutions Grant, and the Section 108 Loan Guarantee Programs.

Tammi Reinhart
Purchasing Coordinator
FEE STRUCTURE

Not-to-Exceed Pricing for ERR Types
CEDARVILLE offers the following "not to exceed price" schedule to fully complete an Environmental Review Record for the following types of classifications:

- Exempt Activity: $730
  - Note: Most Exempt activity ERR's will be completed directly by City staff rather than the Selected Consultant.
- Categorically Excluded Activity Not Subject to Part 58: $1,130
  - Note: Most Excluded Activity Not Subject to Part 58 activity ERR's will be completed directly by City staff rather than the Selected Consultant.
- Categorically Excluded Activity Subject to Part 58: $2,080
- Multi-Year Activities - Broad Level Tiered Environmental review (Non-site specific): $3,720
- Price for the Selected Consultant to complete a Multi-Year Checklist for a non-site specific activity: $3,500
- Environmental Assessed Activity: $5,980

Reimbursable Expenses
CEDARVILLE's reimbursable expenses will be charged as incurred as follows:

EXPENSES

- Photocopies..........................................................0.25 per copy
- Plotter Reproduction............................................2.00 per square foot
- Other Reproduction..............................................Square foot rate subject to type of material used
- Transportation Expenses.................................Prevailing IRS Rate
- Other Direct Costs..............................................Cost plus 15% to include, but not limited to subcontractors, supplies and other materials
## WORK BREAKDOWN SCHEDULE FOR EACH LEVEL OF ENVIRONMENTAL REVIEW

<table>
<thead>
<tr>
<th>TASK</th>
<th>PROJECT MANAGER</th>
<th>ENV SCOGS III</th>
<th>TOTAL HOURS</th>
<th>TOTAL COSTS</th>
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<tr>
<td></td>
<td>PRINCIPAL II</td>
<td>II</td>
<td>III</td>
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<tr>
<td>2. Research</td>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Report/Clearance</td>
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<td>2</td>
<td>3</td>
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<td>Subtotal Hrs.</td>
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<tr>
<td>1. Correspondence</td>
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<tr>
<td>2. Research</td>
<td>4</td>
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</tr>
<tr>
<td>3. Report/Clearance</td>
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<td>Subtotal Hrs.</td>
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<td>1. Correspondence</td>
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<td>2. Research</td>
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<td>3. Report/Clearance</td>
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<td>Subtotal Hrs.</td>
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<td>Multi-Year Activities - Broad Level-Tiered Environmental Review</td>
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<td>1. Correspondence</td>
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<td>2. Research</td>
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<td>3. Report/Clearance</td>
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<td>Multi-Year Checklist for Non-Site-Specific Activity</td>
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<td>1. Correspondence</td>
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<td>2. Research</td>
<td>2</td>
<td>16</td>
<td>16</td>
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</tr>
<tr>
<td>3. Report/Clearance</td>
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<td>6</td>
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<tr>
<td>Subtotal</td>
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<td>10</td>
<td>24</td>
<td>4</td>
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<td>Cost</td>
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<td>Environmental Assessed Activity</td>
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<td>1. Correspondence</td>
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<td>2. Research</td>
<td>4</td>
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<td></td>
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<tr>
<td>3. Report/Clearance</td>
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<td>$5,080.00</td>
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# 2018 Schedule of Billable Hourly Rates / Expenses

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<thead>
<tr>
<th>Title</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Building Code Official - Residential II</td>
<td>$85.00</td>
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<tr>
<td>Building Code Official - Commercial I</td>
<td>$99.00</td>
</tr>
<tr>
<td>Building Code Official - Commercial II</td>
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</tr>
<tr>
<td>Construction Inspector I</td>
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<tr>
<td>Construction Inspector II</td>
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<tr>
<td>Construction Manager</td>
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</tr>
<tr>
<td>Designer I</td>
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<tr>
<td>Designer II</td>
<td>$98.00</td>
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<tr>
<td>Engineer I</td>
<td>$80.00</td>
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<tr>
<td>Engineer II</td>
<td>$92.00</td>
</tr>
<tr>
<td>Engineer III / Professional Surveyor</td>
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<tr>
<td>Environmental Scientist/GIS I</td>
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<td>Environmental Scientist/GIS II</td>
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<td>Project Manager I</td>
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<td>Project Manager II / Certified Soil Scientist</td>
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<tr>
<td>Technical Assistant</td>
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</tr>
<tr>
<td>Zoning Officer</td>
<td>$80.00</td>
</tr>
</tbody>
</table>

## Expenses

- Photocopies: ............................................... 0.25 per copy
- Plotter Reproduction: ................................... 2.00 per square foot
- Other Reproduction: ..................................... Square foot rate subject to type of material used
- Transportation Expenses: ............................... Prevailing IRS Rate
- Other Direct Costs: ...................................... Cost plus 15% to include, but not limited to subcontractors, supplies and other materials
RESOLUTION NO.___________2018

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

Appointing Jeffrey S Waltman, Sr. as the Council representative on the Downtown Revitalization Public Private Partnership Board of Directors and John Slifko as the alternate.

Adopted by Council ______________, 2018

________________________________
President of Council

Attest:

________________________________
Linda A. Kelleher
City Clerk
MEMORANDUM

TO: CITY COUNCIL
PREPARED BY: ALEJANDRO PALACIOS
COMMUNITY DEVELOPMENT DIRECTOR
MEETING DATE: MARCH 12, 2018
AGENDA MEMO DATE: MARCH 12, 2018
REQUESTED ACTION: APPROVAL OF CONTRACT WITH URBAN DESIGN VENTURES FOR LOAN UNDERWRITING SERVICES

RECOMMENDATION: It is recommended that City Council pass the attached resolution authorizing the payment up to the maximum amount of $23,300 for underwriting services for the City’s Microloan Program and up to the maximum amount of $33,100 for underwriting services for the City’s Section 108 Loan Program.

BACKGROUND:
The City of Reading’s Community Development Department would be administering the Microloan and Section 108 Loan Programs. The intended purpose of this payment is to contract with a consulting firm that offers assistance in reviewing Microloan applications and preparing a written approval or denial letter with a justification for that decision. In addition, the consulting firm would offer assistance in the preparation of Section 108 Loan applications that meet Federal guidelines of eligibility, fundability, and economic feasibility.

BUDGETARY IMPACT: The total contract cost is estimated at $23,300 for the Microloan Program underwriting services and $33,100 for the Section 108 Program underwriting services. The City is requesting the use of State Microloan Program funds and CDBG Administrative funds respectively.

PREVIOUS ACTION: None.

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

RECOMMENDED MOTION: Approve/deny the Council resolution approving the Urban Design Ventures payment for the amount of $56,400. Attach.
WHEREAS THE CITY OF READING will be administering the City’s Microloan and Section 108 Loan Programs, and

WHEREAS THE CITY OF READING wishes to contract with an loan underwriter Consultant, and

WHEREAS THE STATE MICROLOAN Program and CDBG Administrative funds allow for payment of these services,

NOW THEREFORE, BE IT RESOLVED that the CITY COUNCIL of the CITY OF READING hereby authorizes the CITY OF READING to make payment for such a contract on our behalf.

AND BE IT FURTHER RESOLVED that the CITY COUNCIL of the CITY OF READING hereby allocates State Microloan Program and CDBG Administrative resources in the amount of $56,400 to said project.

Adopted on___________2018

_______________________
President of Council

Attest

_______________________
City Clerk
AMENDING THE CITY OF READING CITY CODE CHAPTER 600, THE ZONING ORDINANCE, BY ADDING - “PLACES OF WORSHIP” - AS A USE, PERMITTED BY RIGHT, IN EVERY BASE ZONING DISTRICT, SECTIONS 801 THROUGH 813 INCLUSIVE, AND ELIMINATING IT AS A SPECIAL EXCEPTION USE IN SECTIONS 803, 804, 806, 807, 808, AND 810; TO REPEAL PROVISIONS FOR SPECIAL EXCEPTIONS: SECTION 1202(N) INCLUDING ITS SUBSECTIONS (1) THROUGH (4) INCLUSIVE, AND REINSTATING PROVISIONS (1) THROUGH (4) VERBATIM INTO PART 11, K/A ADDITIONAL REQUIREMENTS FOR SPECIFIC USES, THEREBY CREATING A NEW PROVISION, SECTION 1108: PLACES OF WORSHIP.

Whereas the PA Municipalities Code, Article VI, inter alia, states that zoning ordinances shall give consideration to the needs of the citizens, and promote public health, safety, and general welfare;

Whereas, the city finds that additional properties being more readily capable to become used as Places of Worship will precipitate meeting spiritual and charitable needs of its citizens and visitors, and that such is a general welfare benefit to the community;

Whereas, the city desires to more readily provide for allowed locations for Place of Worship throughout the municipality; and

Now therefore, it is hereby ordained by the City of Reading, City Council, Berks County, Commonwealth of Pennsylvania, and it is hereby enacted by authority of same as follows:

SECTION 1: Amending Chapter 600-800(B)(1) as follows, via subjugation numbering as required in order to add “Places of Worship” as an allowed use permitted by right in all base zoning districts, namely:

801(B)(1)(d) Places of Worship 808(B)(1)(x) Places of Worship
SECTION 2: Amending Chapter §600-800(B), repealing and eliminating the following named subsections, thereby striking “Places of Worship” from being listed as a Special Exception Use in the Ordinance; as follows:

803(B)(3)(j)  804(B)(4)(l)  806(B)(3)(c)  807(B)(4)(c)  808(B)(4)(g)  810(B)(4)(g)

SECTION 3: Amending Chapter §600-1202(N) (under Part 12, Provisions for Special Exceptions) and creating de novo §600-1108: Places of Worship (under Part 11, Additional Requirements for Specific Uses); via repealing §1202(N) and its subsections (1) through (4) and relocating them verbatim into a newly created portion of Part 11 Additional Requirements for Specific Uses, to be known as §1108: Places of Worship; as follows:

Repealing §1202(N)

“N. Places of worship. The proposed use shall be a bona fide nonprofit religious use. Places of Worship shall be allowed as provided in the zoning district regulations provided that where special exception approval is required, the following additional standards shall be met:

1. A new place of worship shall not be allowed in the R-1, R-2 or R-3 Districts in building space that is attached to a principal dwelling on another lot, unless such adjacent lots are in common ownership.
2. The intended use in the proposed location will not adversely affect the comfortable enjoyment of property rights and otherwise adversely affect the value of adjacent properties; that the design of any structure to be erected in connection with such use is in keeping with the general character of the area; and that sufficient landscaping, including trees,
shrubs and lawn are provided to appropriately buffer these from adjoining properties and to insure an attractive appearance for the use.

(3) No new place of worship with a seating capacity of 300 persons or more shall front on a minor street as defined in Part 2 of Chapter 515, Subdivision and Land Development.

(4) If a place of worship is on a lot of greater than 10,000 square feet, then a child day-care center shall be a permitted by right accessory use. If a place of worship is on a smaller lot, then all of the requirements for a day-care center shall be met.”

Creating §600-1108 and incorporating (1) to (4):

1108: Places of Worship. The proposed use shall be a bona fide nonprofit religious use. Places of Worship shall be allowed as provided in the zoning district regulations, provided that the following additional standards shall be met:

(1) A new place of worship shall not be allowed in the R-1, R-2 or R-3 Districts in building space that is attached to a principal dwelling on another lot, unless such adjacent lots are in common ownership.

(2) The intended use in the proposed location will not adversely affect the comfortable enjoyment of property rights and otherwise adversely affect the value of adjacent properties; that the design of any structure to be erected in connection with such use is in keeping with the general character of the area; and that sufficient landscaping, including trees, shrubs and lawn are provided to appropriately buffer these from adjoining properties and to insure an attractive appearance for the use.

(3) No new place of worship with a seating capacity of 300 persons or more shall front on a minor street as defined in Part 2 of Chapter 515, Subdivision and Land Development.

(4) If a place of worship is on a lot of greater than 10,000 square feet, then a child day-care center shall be a permitted by right accessory use. If a place of worship is on a smaller lot, then all of the requirements for a day-care center shall be met.

SECTION 4: All relevant ordinances, regulations and policies of the City of Reading not amended per the attached shall remain in full force and effect.
SECTION 5: 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 6: This Ordinance shall be effective in ten (10) days in accordance with Charter 219 and enactment by City Council.

Enacted and Ordained this ___ day of __________ 2018

ATTEST:

_________________________________  ________________________
   City Clerk                             Council President
AN ORDINANCE AMENDING THE CITY CODE, CHAPTER PROPERTY MAINTENANCE CODE 180, PROPERTY MAINTENANCE CODE, PART 1 SCOPE AND ADMINISTRATION, SECTION 107.3 METHOD OF SERVICE #2 TO ALLOW SERVICE BY CERTIFIED OR FIRST CLASS MAIL

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

SECTION 1. Amend the City Code, Chapter Property Maintenance Code 180, Property Maintenance Code, Part 1 Scope and Administration, Section 107.3 Method of Service #2 as follows:

[A] 107.3 Method of service.
Such notice shall be deemed to be properly served if a copy thereof is:
1. Delivered personally;
2. Sent by certified or first-class mail or email addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.
4. Service upon any executive officer of a corporation shall be a sufficient, but not the exclusive method of service upon the corporation. Service upon any partner of a partnership shall be a sufficient but not the exclusive method of service upon the partnership.

SECTION 2. This Ordinance shall become effective within ten (10) days of the date of passage and approval by the Mayor or override of the Mayor’s veto.

Enacted__________________, 2018

_________________________________
Council President

Attest:
AN ORDINANCE AMENDING THE READING CITY CODE
CHAPTER 225 FIREWORKS ACKNOWLEDGING THE ADOPTION BY THE COMMONWEALTH OF PENNSYLVANIA OF THE PENNSYLVANIA FIREWORKS LAW, ACT 43 OF 2017, ACKNOWLEDGING THAT THE FIREWORKS LAW PROHIBITS THE IGNITING OR DISCHARGE OF CONSUMER FIREWORKS ON PUBLIC OR PRIVATE PROPERTY WITHOUT THE EXPRESS PERMISSION OF THE OWNER, PROVIDING THAT THE CITY OF READING DOES NOT GRANT PERMISSION FOR ANYONE TO IGNITE OR DISCHARGE CONSUMER FIREWORKS ON THE STREETS OR SIDEWALKS OF THE CITY OF READING OR PROPERTY OWNED BY THE CITY OF READING INCLUDING, WITHOUT LIMITATION, ALL OF THE CITY OWNED PARKS AND PUBLIC BUILDINGS; DIRECTING THAT THE CITY OF READING PROVIDE CERTIFIED COPIES OF THE ORDINANCE TO ALL MAGISTERIAL DISTRICT JUDGES WITHIN THE CITY; AND PROVIDING FOR THE REPEAL OF INCONSISTENT ORDINANCES; PROVIDING FOR THE SEVERABILITY OF THE ORDINANCE; AND PROVIDING THAT THE ORDINANCE SHALL TAKE EFFECT IN ACCORDANCE WITH PENNSYLVANIA LAW.

WHEREAS, the Pennsylvania Fireworks Law, Act 43 of 2017, took effect on October 30, 2017; and

WHEREAS, the Pennsylvania Fireworks Law defines consumer fireworks as any combustible or explosive composition or any substance or combination of substances which is intended to produce visible or audible effects by combustion, suitable for use by the public, complies with the construction, performance, composition and labeling requirements promulgated by the Consumer Products Safety Commission in 16 C.F.R. (relating to commercial practices), or any successor regulation and complies with the provisions for "consumer fireworks" as defined in APA 87-1 or any successor standard, the sale, possession and use of which shall be permitted throughout the Commonwealth
(the term does not, however, include devices as "ground and handheld sparkling devices," "novelties" or "toy caps" in APA 87-1 or any successor standard, the sale, possession and use of which shall be permitted at all times throughout the Commonwealth); and

WHEREAS, pursuant to the Pennsylvania Fireworks Law, a person who is at least eighteen years of age and meets the requirements of the law may purchase, possess and use consumer fireworks provided, however, that a person may not intentionally ignite or discharge consumer fireworks on public or private property without the express permission of the owner, may not intentionally ignite or discharge consumer fireworks or sparkling devices within, or throw consumer fireworks or sparkling devices from, a motor vehicle or building, may not intentionally ignite or discharge consumer fireworks or sparkling devices into or at a motor vehicle or building or at another person, may not intentionally ignite or discharge consumer fireworks or sparkling devices while the person is under the influence of alcohol, a controlled substance or another drug, and may not intentionally ignite or discharge consumer fireworks within 150 feet of an occupied structure; and

WHEREAS, City Council of the City of Reading has determined that the use of consumer fireworks and sparkling devices in an urban setting such as the City provides safety and health hazards if the terms of the Pennsylvania Fireworks Law are not specifically complied with.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED AND ENACTED by the City Council of the City of Reading, Berks County, Pennsylvania, as follows:

SECTION 1. As a result of the background paragraphs above, which are incorporated herein, the Reading City Code Chapter 225 is hereby amended and renumbered as required to prohibit any person to ignite or discharge consumer fireworks on the streets of the City of Reading, the sidewalks of the City of Reading or any property owned by the City of Reading, including, without limitation, all of the City’s parks and public buildings without a permit from the City of Reading Fire Chief, or his designee, as attached in Exhibit A.

SECTION 2. The staff of the City of Reading be and hereby are directed to provide certified copies of this Ordinance to all magisterial district judges within the City of Reading to provide judicial notice that no permission has been granted by the City for any person to intentionally ignite or discharge
consumer fireworks on the City streets and sidewalks or on any real estate owned by the City of Reading.

SECTION 3. All ordinances or resolutions or parts of ordinances or resolutions insofar as they are inconsistent herewith are hereby repealed and rescinded.

SECTION 4. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any of the remaining provisions, sections, sentences, clauses or parts of this Ordinance; it being the intent of the City of Reading that the remainder of the Ordinance shall be and shall remain in full force and effect.

SECTION 5. This Ordinance shall become effective ten (10) days after adoption pursuant to Sections 219 and 221 of the City of Reading Home Rule Charter.

Enacted _________________________, 2018

_____________________________________
President of Council

Attest:

_____________________________________
City Clerk

Sent to Mayor ______
Date: ____________

Signed by Mayor ______
Date: ____________

Vetoed by Mayor: ________
Date: ____________

Over-ridden by Council:
Date: ____________
§ 225-101. Banning the use of fireworks within the City of Reading

Prohibiting any person from igniting or discharging consumer fireworks on the streets of the City of Reading, the sidewalks of the City of Reading or any property owned by the City of Reading, including, without limitation, all of the City’s parks and public buildings without a permit from the City of Reading Fire Chief, or his designee, in accordance with the Pennsylvania Fireworks Law, Act 43 of 2017.

§ 225-102. Definitions.
The following words and phrases when used in this article shall have the meanings given to them in this section unless the context clearly indicates otherwise:


Consumer fireworks.
(1) Any aerial device of combustible or explosive composition or any substance or combination of substances which is intended to produce visible or audible effects by combustion, is suitable for use by the public, complies with the construction, performance, composition and labeling requirements promulgated by the Consumer Products Safety Commission in 16 CFR (relating to commercial practices) or any successor regulation and complies with the provisions for “consumer fireworks” as defined in APA 87-1 or any successor standard, the sale, possession and use of which shall be permitted throughout this Commonwealth.
(2) The term does not include devices as “ground and hand-held sparkling devices,” “novelties” or “toy caps” in APA 87-1 or any successor standard, the sale, possession and use of which shall be permitted at all times throughout this Commonwealth.

Display fireworks. Large fireworks to be used solely by professional pyro-technicians and designed primarily to produce visible or audible effects by combustion, deflagration or detonation. The term includes, but is not limited to:
(1) Salutes that contain more than two grains or 130 milligrams of explosive materials;
(2) Aerial shells containing more than 60 grams of pyrotechnic compositions; and
(3) Other display pieces that exceed the limits of explosive materials for classification as consumer fireworks and are classified as fireworks UN0333, UN0334 or UN0335 under 49 CFR 172.101 (relating to purpose and use of hazardous materials table).

Occupied structure. A structure, vehicle or place adapted for overnight accommodation of persons or for conducting business whether or not a person is actually present.

§ 225-103. Sale of Fireworks within Reading
The sale of fireworks within Reading is prohibited, unless an operational permit is issued by the City of Reading Fire Chief or his designee and a license from the PA Department of Agriculture.

§ 225-104. Banning the Use of Aerial Fireworks
Use of fireworks containing aerial mortars is strictly prohibited, regardless of the distance from the structure.

§ 225-105. Supervised public displays.
In accordance with Title 35, Health and Safety, Chapter 13A, Fireworks and Explosives, 1 the City of Reading Fire Chief or his designee Fire Marshal, within his discretion, may authorize and grant special permission for supervised public display of fireworks by a competent operator, in accordance with this code. The operator shall be required to obtain a certificate of fitness and provide proof of insurance or post a bond with the City Clerk in a sum of not less than $1,000,000 conditioned for the payment of all damages which may be caused either to a person or persons, or to property by reason of the licensed display and arising from any acts of such operator, his agents, employees or subcontractors.

1. Editor's Note: See 35 P.S. § 1271 et seq.

§ 225-106. Operational permit. 2
The operator shall obtain an operational permit for the sale and use of all fireworks and pay the fee set forth in Chapter 212, Fees.

2. Editor's Note: Added during codification (see Ch. 1, General Provisions, Part 2).

§ 225-107. Violations and penalties.
A. Any person, firm or corporation who shall violate any provision of this chapter shall, upon conviction thereof, be guilty of a summary offense and shall, upon conviction thereof, be sentenced to pay a fine by the Magisterial District Judge not to exceed $500 and be subject to a term of imprisonment not in excess of 90 days if they fail to pay such fine. Each day that a violation of this chapter continues shall constitute a separate offense.

B. Any fireworks found to be in violation of this Section shall be seized by the Reading Police Department.

C. The owner of the fireworks and fireworks display shall be held liable for the proper storage and/or disposal of the fireworks.

D. In addition to the above penalties all other actions are hereby reserved, including an action in equity for the proper enforcement of this chapter. The imposition of a fine or penalty for any
violation of, or noncompliance with, this chapter shall not excuse the violation or noncompliance or permit it to continue and all such persons shall be required to correct or remedy such violations and non-compliances within a reasonable time.
AN ORDINANCE AMENDING CODE OF THE CITY OF READING CHAPTER 576, VEHICLES AND TRAFFIC, PART 4, STOPPING AND PARKING, SECTION 576-815 TO DECREASE THE NUMBER OF UNSETTLED PARKING TICKETS EXPOSING A MOTOR VEHICLE TO BOOTING AND STORAGE.

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

SECTION 1. Amending the Code of the City of Reading Chapter 576 Vehicles and Traffic, Part 4, Stopping and Parking, Section 576-815 as attached in Exhibit A.

SECTION 2. All other parts of Section 576-815 shall remain in full force and effect.

SECTION 3. This Ordinance shall become effective within ten (10) days of the date of passage and approval by the Mayor or override of the Mayor's veto.

Enacted ______________________

____________________________________

President of Council

Attest:

______________________________

City Clerk

Sent to Mayor ______
Date: ____________
Signed by Mayor ______
Date: ____________
Vetoed by Mayor: ________
Date: ____________
Over-ridden by Council: 
Date: ____________
Chapter 576, Section 815

Booting or towing and storage of vehicles.

The Reading Area Parking Authority may immediately tow any vehicle that is booted for having a minimum of five unsettled parking tickets (tickets in the appeal process do not count). The booted vehicle may be towed by the Parking Authority any time after the boot is installed. If the booting occurs when a vehicle is parked in any zone regulated by towing provisions, then such vehicle is subject to immediate towing and storage. Towing and storage fees, as specified in this chapter, shall be paid, along with the fees specified in Section 576-814 before the owner of such vehicle or authorized person shall be permitted to repossess or secure the release of the vehicle. Vehicles unclaimed within 60 days of towing and storage shall be deemed abandoned and subject to disposal as such in the manner authorized by law.
BILL NO. ______

AN ORDINANCE

AN ORDINANCE AMENDING CODE OF THE CITY OF READING CHAPTER 576, VEHICLES AND TRAFFIC, PART 4, STOPPING AND PARKING, SECTION 576-518 (A)(2) AND SECTION 576-518 (A)(3) TO INCREASE TIME TO APPEAL A PARKING TICKET AND INCREASE TIME TO ADVISE WHETHER THE PARKING TICKET WILL BE UPHELD OR DISMISSED.

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

SECTION 1. Amending the Code of the City of Reading Chapter 576 Vehicles and Traffic, Part 4, Stopping and Parking, Section 576-518 (A)(2) and Section 576-518 (A)(3) as attached in Exhibit A.

SECTION 2. All other parts of Section 576-518 shall remain in full force and effect.

SECTION 3. This Ordinance shall become effective within ten (10) days of the date of passage and approval by the Mayor or override of the Mayor’s veto.

Enacted ______________________
____________________________________
President of Council

Attest:

____________________________________
City Clerk

Sent to Mayor ______
Date: __________
Signed by Mayor ______
Date: __________
Vetoed by Mayor: ______
Date: __________
Over-ridden by Council:
Date: __________
Chapter 576, Section 576-518 (A)(2)

(2) Such written appeal through a complaint and investigation form shall be filed with the Reading Parking Authority within 10 business days of the date of issuance of the parking ticket to make the lower penalty applicable for any bond purpose. No written appeal will be accepted when not filed within 30 days of the issuance of the parking ticket.

Chapter 576, Section 576-518 (A)(3)

(3) Individuals who submit an appeal will be contacted within 5 business days after the appeal is processed and advised whether the parking ticket will be upheld or dismissed.
BILL NO. ________

AN ORDINANCE

AN ORDINANCE AMENDING CODE OF THE CITY OF READING CHAPTER 576, VEHICLES AND TRAFFIC, PART 4, STOPPING AND PARKING, SECTION 576-419 (B)(4) TO ESTABLISH A CLEAR NUMBER FOR POSTING DAILY PARKING PERMITS IN NONMETERED AREAS

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

SECTION 1. Amending the Code of the City of Reading Chapter 576 Vehicles and Traffic, Part 4, Stopping and Parking, Section 576-419 (B)(4) as attached in Exhibit A.

SECTION 2. All other parts of Section 576-419 shall remain in full force and effect.

SECTION 3. This Ordinance shall become effective within ten (10) days of the date of passage and approval by the Mayor or override of the Mayor’s veto.

Enacted __________________________

____________________________________
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: _______________

A. Purpose. The daily parking permit is designed to make legal parking more convenient by having the motorist prepay the parking meter fee in return for a permit (sign). These signs are intended for short-term use only; they are not to be used in place of long term off-street parking. Daily parking permits are good at all metered and nonmetered legal parking spaces. They do not permit parking in prohibited parking zones.

B. The following regulations govern the rental of the parking permit:

1. The Reading Parking Authority may require a separate Police Department-issued "special event" permit for issuance of four or more signs.

2. The daily parking permit shall contain the name of the individual or organization renting the sign and the date, time and location of use.

3. Signs purchased for use in parking meter areas must be posted prior to 5:00 p.m. on the night before its intended use and posted one sign per metered space. The permit must be attached to the meter pole with string or wire. The use of tape is not permitted.

4. Signs purchased for use in nonmetered areas must be posted 12 to 16 hours prior to the time indicated on the signs. One sign is required for every parking space.

5. Daily parking permits are exempt from street cleaning.

6. Daily parking permits cannot be used at loading zones or pickup zones.

7. It is illegal to alter this sign or attempt to use it at a date and/or time other than originally specified.

8. After the sign has served its need and is no longer valid, the renter is responsible for its prompt removal and proper disposal.

9. Should this sign become damaged or worn out before you are finished with it, bring it to the Reading Parking Authority for a replacement.

10. No refunds or replacement signs will be issued by the Reading Parking Authority due to rescheduling of events, inclement weather or non use by the renter.

11. Any violation of any of the above regulations may result in prosecution.

C. The cost of the daily parking permit shall be as provided in chapter 212, fees.
TO: City Council  
FROM: Glenn Steckman, Managing Director  
Alejandro Palacios, Community Development Director  
Don Pottiger, Controller  
PREPARED BY: Don Pottiger, Controller  
MEETING DATE: July 23, 2018  
AGENDA MEMO DATE: July 20, 2018  
REQUESTED ACTION: Amend the Capital Projects Fund 2018 budget to reflect the additional funds required to enter into an agreement with Enterprise Fleet Management to lease 20 vehicles for the property maintenance division.

RECOMMENDATION
The Managing Director recommends the above changes in the Capital Projects Fund budget, reflecting the lease cost of the 20 vehicles.

BACKGROUND
The administration has identified the benefit of leasing the vehicles used by the property maintenance division and the associated cost saving of doing so, and is requesting the additional monies be budgeted to enter into this agreement.

BUDGETARY IMPACT
The authorization of the lease agreement will not impact the budget, since funds are being repurposed between projects in the Capital Projects Fund.

PREVIOUS ACTIONS
None

SUBSEQUENT ACTION
Council to take action to approve an ordinance for the authorization to provide funds to allow the Administration to enter into a lease agreement with Enterprise Fleet Management to lease 20 vehicles for the property maintenance division.

RECOMMENDED BY
The Managing Director recommends approval.
RECOMMENDED MOTION
Approve/deny the ordinance authorizing Council to take action to approve providing the funds to allow the Administration to enter into a lease agreement with Enterprise Fleet Management to lease 20 vehicles for the property maintenance division.
BILL NO. _____-2018
AN ORDINANCE

AMENDING THE 2018 CAPITAL PROJECT ORDINANCE - TO REFLECT THE ADDITIONAL FUNDS NEEDED TO LEASE 20 VEHICLES FOR THE PROPERTY MAINTENANCE DIVISION.

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

Section One: The 2018 Capital Project Ordinance is hereby amended by changing the ordinance to reflect the additional funds needed to lease 20 vehicles for the property maintenance division.

Section Two: The payments will be paid from the Capital Projects Fund – Community Development - Vehicles budget line item (34-10-37-4803) in the amount of $64,000.00 (20 vehicles @ $3,200 per vehicle), and the line item will be funded by a decrease in the Capital Projects Fund – Public Works – Parks - Machinery & Equipment budget line item (34-07-71-4802) in the amount of $50,000.00 and a decrease in the Capital Projects Fund – Public Works – Public Property – Buildings & Improvements budget line item (34-07-74-4801) in the amount of $14,000.

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 ________________________, 2018

_____________________________________
President of Council

Attest:___________________________________
BILL NO. _______ 2018

AN ORDINANCE

AN ORDINANCE AMENDING THE CITY OF READING CODE OF ORDINANCES, CHAPTER 396 PARKS AND RECREATION, PART 3 PARK USE AS ATTACHED TO CORRECT AND CLARIFY

THE CITY OF READING CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Amending the City of Reading Code of Ordinances, Chapter 396 Parks and Recreation, Part 3 Park Use as attached to correct and clarify.

SECTION 2. This ordinance shall become effective ten (10) days after approval in accordance with Section 221 of the City of Reading Home Rule Charter.

Enacted by Council ______________________, 2018

________________________________________
President of Council

Attest:

________________________________________
City Clerk

Chapter 396 Parks and Recreation
§ 396-301. Short title.
This Part shall be known and may be cited as the "Reading Park Code."

§ 396-302. Purpose.
The purpose of this Part is to create an atmosphere conducive to the enjoyment of, and to protect the substantial public investment in, the City’s parks.

§ 396-303. Definitions.
A. Intent. For the purpose of this Part, all words used in the present tense include the future tense. All words in the singular number include the plural number, unless the natural construction of the word indicates otherwise. The word "shall" is mandatory and not directory.

B. As used in this Part, certain words are defined as follows:

CITY — The City of Reading, including but not limited to, the Public Works Director or their designee and the Police Chief or their designee, and Recreation Commission.

DIRECTOR OF PUBLIC WORKS — The official appointed and confirmed and/or his designee so designated, or his authorized representatives.

NATURAL AREA - A geographical area (as in a city) having a physical and cultural individuality developed through natural growth rather than design or planning.

PARK — Any area zoned as preservation, park, preserve, playground, recreation center, swimming pool, watershed including the Mt. Penn Preserve area or other place devoted to active or passive recreational use whatever within the City’s municipal boundaries owned, operated or used by the City and devoted to active or passive recreational use whether within or without the corporate City limits, including the Mt. Penn Preserve area. During times of park closure, Skyline Dr. will remain open to vehicular traffic but said traffic must continue through the Preserve and not stop, stand or park within it.

PEDALCYCLE — any wheeled vehicle propelled manually by pedaling without the use of a motor (unicycle, bicycle, tricycle, etc.)

PERMIT — The written authorization, issued by the City of Reading Director of Public Works, to conduct activities governed by this Part.

PERSON — Any individual, firm, partnership, corporation or association, or any agent, assistant, employee or representative thereof.
SOLICITING – Persons selling goods or services by sample or taking orders for future delivery with or without accepting advance payment for the goods. Persons seeking any form of contributions.

VEHICLE – Any conveyance (except baby carriages and motorized wheel chairs) including motor vehicles, buses, trailers of all types, campers, motorized bicycles, snowmobiles, all-terrain vehicles (ATVs), pushcarts or vehicles propelled by other than muscular power.

VENDING – Selling or trading any item or service.

§ 396-304. Time of use.
Parks are open 7:00 a.m. until 7:00 p.m. prevailing time from October 1 through April 30 and 7:00 a.m. until 9:00 p.m. prevailing time from May 1 through September 30, except with a permit.

This shall not apply to City personnel engaged in the performance of their duties or to those having a permit or authorization from the Public Works Director, or his designee, Police Department, Pagoda Foundation or the Reading Recreation Commission to conduct activities during closed hours.

§ 396-305. Rules of conduct.
No person shall do any of the acts hereinafter described within the limits of any City parks and playgrounds:

A. General uses and activities. Prohibitions

(1) Disfigure, disturb, injure, tamper with, move or remove any flower, fruit, plant, tree, shrub, bench, apparatus, public sign, notice, bridge, table, fireplace, railing, paving or paving materials, monument, sculpture, stake, post, or other boundary marker, or other property whatsoever.

(2) Move or remove any wood, turf, grass, soil, rock, sand or gravel in any way to injure the natural beauty of the area.

(3) Climb, stand, roller skate, roller blade, skateboard or sit upon monuments, sculptures, vases, planters, fountains, railings, fences or upon any other property not designated or customarily used for such purposes.

(4) Hunt for, shoot at, chase, catch or kill, or attempt to shoot at, chase, catch or kill, with or without dogs, any bird or animal except at Lake Ontelaunee where the Commonwealth of Pennsylvania Game Commission has been authorized to control game propagation and hunting, except that no hunting shall be allowed within 1,000 feet of any picnic area; nor shall one remove or have in one’s possession the young of any wild animal, the eggs or nest, or young wild creature.
(5) **Release any waterfowl, bird, animal, or fish in any City park or playground.**

(6) Throw stones or projectiles to injure any public property or to injure the natural beauty of the park.

(7) Dump or discard any refuse including waste materials or litter of any kind, junk, dead animal or offensive matter of any kind except in the containers provided by the City for the deposit of such items. Where receptacles are not provided, all such rubbish or waste shall be carried away from the park or playground by the person responsible for its presence, and properly disposed of elsewhere.

(8) Post or erect any bills, notices or advertising matter of any kind without a permit.

(9) Sell or offer for sale any merchandise, food, article or thing whatsoever, without a permit.

(10) Violate any posted rules for, or to misuse, any park, picnic area, court, playfield, swimming pool or other recreational area.

(11) Engage in camping, archery, golfing, or horseback riding. Camping includes overnight stays in a tent or recreational vehicle. Horseback riding is allowed in parts of the Mt. Penn Preserve area.

(12) Have any ceremony or any musical, theatrical or other entertainment event without a permit.

(13) Engage in any unlawful gaming or have possession of any instrument or device for gambling without a permit.

(14) Bring food trucks or carts or ice cream trucks or carts into a park without valid Health and Business licenses and a permit.

(15) Consume, drink or have possession or custody of any alcoholic beverages including malt or brewed beverages or vinous or spirituous liquors except where a valid Commonwealth of Pennsylvania Liquor Control Board license is displayed.

(16) Use controlled substances without a permit **medical documentation**.

(16) Solicit contributions for any purpose, whether public or private, except with a permit.

(17) Play, engage, or take part in any game or competitive sport for money or other valuable thing.
(18) Engage in any disorderly conduct or behavior tending to breach the public peace.

(19) Discharge firearms, paintball guns, air or spring rifles or slings.

(20) Set off any fireworks without a permit. **Permits for the use of fireworks must be obtained from the Fire Marshall.** Permits will ensure that fireworks are properly conducted and supervised in designated areas.

(21) Operate a licensed or unlicensed motor vehicle of any type, including motor bikes, mopeds, motorcycles, ATVs and snowmobiles.

(22) Stand or park any vehicle, except at designated locations.

B. Control of pets. Pets must be on a leash which is no longer than six (6) feet and must be under the control of the owner or temporary custodian thereof. All City health codes including Reading Code of Ordinances Chapter 141 Animals and Chapter 288 Health & Safety, Part 1 Health Code, Section 288-111 Animal Maintenance governing animal maintenance shall apply including cleaning up and removing all waste.

C. Use of fire.

   (1) Fires are permitted only in a City owned non-portable fireplace or picnic stove or in a privately owned stove or similar device designed specifically for the cooking of food. Fire is prohibited in the Lake Ontelaunee watershed area.

   (2) Discard lighted matches, cigars or cigarettes or any other lighted material. **All** smoking materials must be disposed of properly.

   (3) Bonfires or any form of open burning are prohibited without a Special Events Permit.

   All fires shall be continuously under the care and direction of the user beginning with the time it is kindled until it is extinguished. Embers must be disposed of properly.

§ 396-306. Use of bodies of water for fishing, boating, swimming, wading, floating or ice skating.

   (1) Ice fishing is allowed **prohibited** at Lake Ontelaunee but ice thickness is not monitored by any agency or unless otherwise posted.

   (2) Only persons having attained 16 years of age may fish in the mud dam in or at Bernhart’s Reservoir which is situated east of the smaller spillway separating it from the main reservoir.
(3) **Fishing** in or upon the entire premises known as Egelman’s Park is **prohibited**.

(4) **Using** a boat upon any body of water owned or controlled by the City is **prohibited**.

(5) Launch any type of boat or craft **Boats may not be launched** onto the Schuylkill River or Tulpehocken Creek from the banks of the City-owned or controlled riverfront unless such boat or craft **can** be hand-carried over City-owned or controlled property.

(6) **Swimming**, **bathing**, **wading** or **floating** at any place except in a public swimming or wading pool is **prohibited**.

(7) **No ice Ice skating is prohibited**.

§ 396-307. **Use of Roller Skates, Roller Blades, Skateboards**

Roller skates, roller blades, and skateboards shall stay on pathways and must yield to pedestrians on pathways. Also see Chapter 396 Parks and Recreation, Part 5 Memorial Structures on Public Property, Section 396-502 Maintenance of existing memorial structures, Letter D Vandalism.

§ 396-308. **Geo-Caching.**

(1) Geo-caching is allowed on public property.

(2) The following guidelines apply to all geocaches placed within City of Reading parks and recreation facilities:

- All geocaches must be registered at www.geocaching.com.

- There should be no earth disturbance or vegetative impact to any site, nor should the cache be readily discernable by the general public.

- All cache seekers and cache owners must abide by park hours and all other park rules and regulations. Cache owners should also review and follow the listing requirements and guidelines at: http://www.geocaching.com/about/guidelines.aspx.

- The City of Reading and the Reading Recreation Commission, its officers, board of directors, managing agents and their personnel or representatives do not assume responsibility or liability for injury to any person or damage to any property sustained as a result of the placement or existence of the geocache, or use of the geocache by any person with any device or for any purpose. Participants in geocaching also absolve the City of Reading, its officials, and its employees of any liability.
• Cache(s) shall not be placed in PVC pipe, ammo cans, or have any military markings. Cache owners should use their discretion to determine what would be a permissible container to house the cache contents.

• The cache may not be placed within natural areas, wild plant sanctuaries, stream banks, riparian zones, wetlands, historical sites, exemplary nature communities, ecologically sensitive areas, unique geological features, dam structures, or unsafe areas.

• A cache may remain at the approved site for no more than three (3) years, at which time it must be removed, and the site restored to its original condition.

• Distracting, nuisance or otherwise inappropriate geocaches on public or City-owned property will be removed and treated as abandoned property.

• The placement of “Premium Member Only” geocaches will not be permitted in any City park, recreation facilities, or publicly owned properties. These caches require a monthly fee to access their coordinates and therefore make it impossible for the Commission and the City to monitor their locations. All caches on public lands shall be available to the public without a fee.

• Cache Owner shall delete site location(s) from all publications and/or website(s) within seven (7) days of removal from their geocache sites.

• Geocaching is a privilege that may be revoked if policy and guidelines are not met. The City of Reading and the Recreation Commission reserve the right, at their discretion, to remove a geocache when it deems the geocache conflicts with park development, infrastructure repairs, maintenance, natural ecosystems, historical resources, or any other reason.

• It is mutually agreed that the geocache and its contents have no monetary value, and will not contain hazardous, illegal or pornographic materials of any kind.

Additional regulations may be set by the City and the Recreation Commission and approved by City Council by ordinance.

(3) All rules and regulations as stipulated above and provided by the City and the Reading Recreation Commission must be followed.

§ 396-309. Bicycles.
All bicycles shall be operated in compliance with all provisions relating to pedalcycles as specified in the Pennsylvania Vehicle Code.

§ 396-310. Permits.

(1) All permits issued by the City, as defined herein, Recreation Commission, and/or Pagoda Foundation shall be subject to park rules and regulations and a person to whom such permits may be granted shall be bound by such rules and regulations as fully as though the same were inserted in such permits.

(2) Any person to whom such permits may be granted shall be liable for any loss, damage or injury sustained by reason of negligence of such person.

(3) As a condition of issuing a permit, the City, as defined herein, Recreation Commission, and/or Pagoda Foundation may require a permit applicant to secure liability insurance, to post bond or to make any other guarantees the City considers reasonable.

(4) No person shall conduct any activities for which a permit is required without first securing a valid permit to conduct such activities.

(5) Permits must be produced and exhibited upon request of any authorized person who shall desire to inspect the permit for the purpose of enforcing compliance with exceptions for permitted special events.

(6) No person shall make any alteration to a permit.

§ 396-311. Severability.

If any provision, paragraph, word, section, or subsection of this ordinance is invalidated by a court or competent jurisdiction, remaining provisions, shall not be affected and shall remain in full force and effect.

§ 396-312. Enforcement

The Park Code of the City of Reading shall be enforced by City of Reading Police Department.

During times of Park closure, The provisions of the Park Code may be enforced by the Central Berks Police Department and the State Police within the Mt. Penn Preserve Area located within the City of Reading municipal boundaries on the Mount Penn Preserve.
§ 396-3123. Penalty.

Whoever violates or fails to comply with the provisions of this Part, or any regulations made thereunder shall be, upon conviction thereof, sentenced to pay a fine of not more than $1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation continues shall constitute a separate offense.
B I L L    N O. ______ - 2018
A N    O R D I N A N C E

REPEALING BILL NO. 67-2017 RESTRICTING PARKING ON SKYLINE DRIVE BETWEEN
11 PM AND 6 AM

THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Repealing Bill No 67-2018 restricting parking between the hours of 11 PM and 6
AM, along both sides of Skyline Drive between the Pagoda and the City limits
and reaffirming that the Mt. Penn Preserve area is closed between dusk and
dawn.

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__________________, 2018

________________________________
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
       Ralph Johnson, Public Works Director
       Robert Evans, Operations Manager
PREPARED BY: Don Pottiger, Controller
MEETING DATE: August 13, 2018
AGENDA MEMO DATE: August 8, 2018
REQUESTED ACTION: Amend the General Fund 2018 budget to reflect the transfer of additional funds needed to pay for costs associated with a contract with Constellation New Energy for electric supplier and distributor charges to the City’s Public works department.

RECOMMENDATION
The Managing Director recommends the above changes in the General Fund budget, reflecting the budgeted funds needed to pay for costs associated with the contract for electric supplier and distributor services.

BACKGROUND
The contract had been approved in a prior year. Billing and payment issues were brought to the attention of the public works department and have been addressed. The transfer being requested will allow for the funds needed to clear up the open items, and for the payments to be made on this existing contract.

BUDGETARY IMPACT
The authorization of the purchase of the systems will not impact the budget, since funds are being allocated from existing budgeted line items no longer needed per analysis of current spending trends.

PREVIOUS ACTIONS
None

SUBSEQUENT ACTION
Council to take action to approve an ordinance for the authorization to transfer additional funds to pay for costs associated with a contract for electric supplier and distributor charges.
RECOMMENDED BY
The Managing Director recommends approval.

RECOMMENDED MOTION
Approve/deny the ordinance authorizing Council to take action to approve the transfer of additional funds to pay for costs associated with a contract for electric supplier and distributor charges.
The Council of the City of Reading hereby ordains as follows:

Section One: The 2018 General Fund Budget Ordinance is hereby amended by changing the ordinance to provide the funds needed to pay for additional costs associated with a contract for electric supplier and distributor costs. The additional costs will be paid by a reallocation of specific Public Works project budgeted funds.

Section Two: The purchase will be paid from the General Fund – Public Works – Traffic Engineering division – Light and Power budget line item (01-07-24-4101) in the amount of $65,000.00 and will be funded by a decrease to the General Fund – Public Works – Traffic Engineering division – Street Lighting budget line item (01-07-24-4102) in the amount of $32,500.00, and a decrease in the General Fund – Public Works – Traffic Engineering division – Contracted Services budget line item (01-07-24-4216) in the amount of $32,500.00.

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 _________________________, 2018

_____________________________________
President of Council

Attest:
BILL NO. _____-2018

AN ORDINANCE

APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT WITH THE READING AREA WATER AUTHORITY (RAWA), APPROVED ON JUNE 12, 2017 AS ATTACHED IN EXHIBIT A.

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

Section 1. Approving the first amendment to the Lease Agreement with the Reading Area Water Authority, approved on June 12, 2017 via Bill 51-2017 as attached in Exhibit A

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: _______________________, 2018

_____________________________________
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: ______________
FIRST AMENDMENT TO LEASE AGREEMENT DATED JUNE 12, 2017 BETWEEN
READING AREA WATER AUTHORITY AND THE CITY OF READING

AND NOW, this ___ day of __________, 2018, READING AREA WATER AUTHORITY, hereinafter ("RAWA"), a Pennsylvania municipal authority, with an address at 1801 Kutztown Road, Reading, Pennsylvania 19604, and the CITY OF READING, hereinafter ("City"), a Pennsylvania third-class city with an address at 815 Washington Street, Reading, Pennsylvania 19601, hereby agree to amend the Lease Agreement dated June 12, 2017, by and between RAWA and the City, as follows:

WHEREAS, RAWA and the City entered into a Lease dated June 12, 2017; and
WHEREAS, RAWA and the City desire to amend said Lease;

The Lease between RAWA and the City is hereby amended as follows:

1. RAWA shall collect and pay to City One Million Seven Hundred Thousand Dollars ($1,700,000.00) as a meter surcharge payment during each year of this Lease, which payment shall be due and payable to City each billing period during each calendar year in equal monthly installments.

2. Except as set forth in Paragraph 1, the terms of the Lease between RAWA and City dated June 12, 2017 remain in full force and effect.

READING AREA WATER AUTHORITY                        CITY OF READING

__________________________________________________________    ________________________________
By:                                                                 By:
TO: City Council
FROM: Glenn Steckman, Managing Director
Ralph Johnson, Public Works Director
Robert Evans, Operations Manager
Ramsey Reiner, Public Property Manager
PREPARED BY: Don Pottiger, Controller
MEETING DATE: August 13, 2018
AGENDA MEMO DATE: August 8, 2018
REQUESTED ACTION: Amend the General Fund 2018 budget to reflect the transfer of additional funds needed to pay for contracted services expenditures for city vehicles.

RECOMMENDATION
The Managing Director recommends the above changes in the General Fund budget, reflecting the budgeted funds needed to pay for costs associated with the additional work which must be outsourced by the City’s Garage division.

BACKGROUND
Additional costs for city vehicles which cannot be done by the City’s Garage division and is outsourced to vendors have increased. In conjunction, some of these costs had been previously associated with other funds, but a procedural change was made for ease of accounting to use General Fund monies in 2018. The transfer being requested will allow for the funds to be provided to pay for necessary repairs to city vehicles.

BUDGETARY IMPACT
The authorization of the purchase of the systems will not impact the budget, since funds are being allocated from existing budgeted line items no longer needed per analysis of current spending trends.

PREVIOUS ACTIONS
None

SUBSEQUENT ACTION
Council to take action to approve an ordinance for the authorization to transfer additional funds to pay for additional contracted services costs related to city vehicles.
The Council of the City of Reading hereby ordains as follows:

Section One: The 2018 General Fund Budget Ordinance is hereby amended by changing the ordinance to provide the funds needed to pay for additional costs associated with contracted services work needed for city vehicles which are outsourced by the City’s Garage division. The funds will be paid by a reallocation of both Public Works and Fire department budgeted funds.

Section Two: The purchases will be paid from the General Fund – Public Works – Garage division – Contracted Services budget line item (01-07-14-4216) in the amount of $70,000.00 and will be funded by decreases to:

- General Fund – Fire – Suppression division – Building Repair & Maintenance budget line item (01-09-34-44012) in the amount of $30,000.00;
- General Fund – Public Works – Director’s Administration division – Consulting Services budget line item (01-07-50-4222) in the amount of $20,000.00;
- General Fund – Public Works – Garage division – Temporary Wages budget line item (01-07-14-4206) in the amount of $15,000.00;
- and General Fund – Public Works – Garage division – Small Engine Repairs budget line item (01-07-14-4308) in the amount of $5,000.00.
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 _________________________, 2018

_____________________________________
President of Council

Attest:

____________________________________
City Clerk

Sent to Mayor ______
Date: __________
Signed by Mayor ______
Date: __________
Vetoed by Mayor: ______
Date: __________
Over-ridden by Council: ______
Date: __________
AUTHORIZING THE CREATION OF AN OPEB (Other Post-Employment Benefits) TRUST AGREEMENT.

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

SECTION 1. Authorizing the creation of an OPEB (Other Post-Employment Benefits) Trust Agreement to provide for certain postemployment benefits for employees hired prior to January 1, 2011, as attached in Exhibit A.

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

Enacted___________________________, 2018

_______________________________________
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
This OPEB TRUST AGREEMENT (hereinafter the “Trust Agreement”) is entered into this day of , 2018 by and between the City of Reading, (the “City”) and the City of Reading OPEB Trust Board of Trustees (hereinafter, the “Trustees”).

RECITALS

WHEREAS, the City is a Third Class City operating under a Home Rule Charter under the laws of the Commonwealth of Pennsylvania; and
WHEREAS, the City employs 500+ personnel in the various departments of the City and is empowered under terms of its governing instrument(s) to provide for the security and welfare of its eligible employees, eligible retirees, and their spouses, dependents and beneficiaries (collectively, the “Covered Individuals”) by establishing and maintaining a Plan providing for certain postemployment benefits for employees hired prior to January 1, 2011 other than pensions to eligible Participants (referred to herein as the “City’s OPEB”); and
WHEREAS, the City has established the Plan and provides benefits to Participants pursuant to the Plan as an integral part of its exempt activities in performing its essential and authorized governmental functions; and
WHEREAS, the City provides funding for the Plan with respect to the City’s OPEB obligations in accordance with contractual arrangements between the City and its uniformed and non-uniformed employees through collective bargaining agreements between the City and the respective bargaining representatives for each of its bargaining units; and
WHEREAS, the City provide funding for the Plan with respect to the City’s non-unionized employees; and
WHEREAS, pursuant to Government Accounting Standards Board Statements No. 74 & 75 (“GASB 74” and “GASB 75,” respectively), the City must report an applicable amount of the cost of the City’s liability for the City’s OPEB on the City’s financial statements to the extent that such liability is not fully funded; and
WHEREAS, pursuant to GASB 74 and GASB 75, the City’s liability for the City’s OPEB will be considered funded to the extent that appropriate amounts are contributed and irrevocably set aside and held in a trust established, maintained, and administered for the purpose of satisfying such liability; and
WHEREAS, the City has determined that it is in the best interest of the City and the Covered Individuals that the City enter into this Trust Agreement in order to create a separate Trust Fund, pursuant to this Trust Agreement, as a vehicle for accepting and holding contributions from the City for the irrevocable funding of the City’s OPEBs; and
WHEREAS, the City is a governmental entity exempt from federal income tax pursuant to Section 115 of the Internal Revenue Code of 1986, as amended (the “Code”) and is exempt from taxation of every kind by the Commonwealth of Pennsylvania and the Commonwealth’s other City; and
WHEREAS, the City intends that the income accruing on contributions made by the City to the Trust be exempt from federal income tax pursuant to Section 115 of the Code and exempt from taxation by the Commonwealth of Pennsylvania; and
WHEREAS, the City intends that contributions to the Trust on behalf of Plan Participants be irrevocably made and excludable from the income of such individuals to the extent permitted under applicable provisions of the Code and of the laws of the Commonwealth of Pennsylvania; and
WHEREAS, the City intends that benefit payments from the Trust on behalf of Plan Participants be excludable from the income of such individuals to the extent permitted under applicable provisions of the Code and of the laws of the Commonwealth of Pennsylvania;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

Article I
Definitions

1.1 Definitions. For the purposes of this Trust Agreement, the following terms shall have the meanings set forth below, unless otherwise expressly provided.

(a) “Board of Trustees” means the body established by Article 10 of this Trust Agreement, the membership of which, as so constituted from time to time, comprises the Trustees.

(b) “Code” has the meaning provided in the Recitals.

(c) “City” has the meaning provided in the Preamble.

(d) “City’s OPEB” has the meaning provided in the Recitals.

(e) “Covered Individual” or “Covered Individuals” has the meaning provided in the Recitals.

(f) “Dependent” means an individual who is considered a dependent Eligible for benefits under the terms of the Plan as approved by resolution or policy of the City, or as required by law.

(g) “Effective Date” means the date on which the Trust is created by the Trustees’ acceptance of cash or other assets from the City or the City.

(h) “Eligible” means, with respect to any individual, meeting the requirements for eligibility pursuant to resolution or policy of the City and the terms of the Plan.

(i) “Employee” means an individual who is employed full time by the City and who is in a classification of employees who are eligible or who may become eligible to be Retirees.

(j) “GASB “74” and “GASB “75” have the meaning provided in the Recitals.

(k) “Investment Manager” means the individual or entity appointed by the Trustees to manage all or a portion of the investments of the Trust Fund.

(l) “OPEB” means “other postemployment benefits”.

(m) “Participant” means an Eligible Employee, Eligible Retiree, Eligible Spouse or other Eligible Dependent for whom coverage is or will be provided under the terms of the Plan.

(n) “Plan” means such postemployment health benefit plan or plans approved or established by the City, that provides postemployment health benefit coverage, or any other postemployment welfare benefit plan, program or arrangement providing for sickness, accident, medical, disability, or similar welfare benefits, through insurance or otherwise, in existence as of the Effective Date or later adopted by the City for the benefit of its Eligible Employees, Eligible Retirees, and their Eligible Spouses and Eligible Dependents.

(o) “Police and Fire Departments and covered non-uniformed employees” has the meaning provided in the Recitals.

(p) “Political Subdivision” has the meaning provided in the Recitals.

(q) “Retiree” means an individual who is a retired Employee of the City who is Eligible for benefits under the terms of the Plan.

(r) “Spouse” means the lawful spouse of an Eligible Employee or Eligible Retiree, as determined under the laws of the state in which the Eligible Employee or Eligible Retiree has
his or her primary place of residence and the terms of the Plan. Where required by law, Spouse shall include a civil union partner.

(s) “State” means the Commonwealth of Pennsylvania.
(t) “Trust” or “Trust Fund” means those assets, described in Section Error! Reference source not found. of this Trust Agreement, held by the Trustees at any time pursuant to this Trust Agreement.
(u) “Trust Agreement” has the meaning provided in the Preamble.
(v) “Trustee” or “Trustees” has the meaning provided in the Preamble.

Article II
Establishment of the Trust

2.1 Trust Established. The Trust is hereby established as of the Effective Date, separate and apart from the general assets of the City and the City, for the exclusive benefit of Participants. The Trust Fund shall consist of the investments made pursuant to Article 7 of this Trust Agreement, any cash received by the Trustees, any other assets held pursuant to the terms of this Trust Agreement, and any increments, proceeds, earnings, and income to the above assets.

2.2 Purpose. This Trust is intended to be a separate trust to accommodate funding of the City’s OPEB. Accordingly, as provided in this Trust Agreement, the assets of the Trust are dedicated to providing benefits to Participants in accordance with the Plan and are legally protected from the creditors of the City, the City, and the Trustees.

2.3 Trust’s Compliance. The Trust is intended to comply with and be a tax-exempt governmental trust under Section 115 of the Code. This Trust Agreement shall be interpreted in a manner consistent with that intent and with the intention of the City that the Trust hereunder satisfies those requirements of GASB 74 (if applicable) and GASB 75.

2.4 Exclusive Benefit. Except as provided under applicable law, no part of the corpus or income of the Trust Fund may be used for, or diverted to, any purpose other than for the exclusive benefit of Participants under any Plan prior to the satisfaction of all liabilities of the Plan with respect to such Participants and payment of expenses of administering the Trust.

2.5 Spendthrift Provision. All assets, income and distributions of the Trust shall be protected against the claims of creditors of the City, the City, and Plan Participants, and shall not be subject to execution, attachment, garnishment, the operation of bankruptcy, the insolvency laws or other process whatsoever, nor shall any assignment thereof be enforceable in any court.

2.6 Named Fiduciary. The Trustees shall be the fiduciaries for the Trust Fund and shall have the power to delegate responsibilities under this Trust Agreement. Such delegations may be to officers and employees of the City, the City, or to other individuals or organizations, including an actuary or a third-party administrator or record keeper, all of whom shall hold those delegations at the pleasure of the Trustees. Any employee of the City or a Political Subdivision who already receives full-time pay, and who is delegated such fiduciary responsibilities, shall serve without additional compensation except for reimbursement for expenses properly and actually incurred. Whenever the Trustees delegate a fiduciary duty in writing, the Trustees shall be free from liability for breach of such duty to the fullest extent permitted by law.

2.7 Segregation of Assets. Assets under the Trust may be segregated only for investment purposes. No individual account for any Participant will be maintained at any time under the Trust, and no Participant will have any right or title with respect to any specific assets of the Trust. Accordingly, no Participant will have a preferred claim, lien on, security interest in, or any beneficial interest in, any particular assets of the Trust. Participants will be entitled to receive
payments of assets of the Trust (or have such assets paid on behalf of such Participants) only when, as and if determined by the Trustees in accordance with this Trust Agreement.

2.8 Annual Audit. The City shall appoint a responsible accounting firm to conduct an annual audit of the Trust at the sole expense of the City to the extent not paid out of the Trust. The results of such audit shall be provided to the Trustees.

2.9 Trust Fund Subject to Investment Risk. The Trust Fund is not insured by the Federal Deposit Insurance Corporation or any other federal agency. The value of the Trust Fund is subject to investment risks, including possible loss of principal.

Article III
Construction

3.1 Situs of Trust. The Trust will be administered in the Commonwealth of Pennsylvania, and its validity, construction, and all rights hereunder shall be governed by the laws of the Commonwealth of Pennsylvania. All contributions to the Trust Fund shall be deemed to occur in Pennsylvania.

3.2 Gender, Number. Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate, and the singular form of words shall be read as the plural where appropriate.

3.3 Benefits Governed by Terms of Plan. The Plan shall govern eligibility for benefits and the terms and conditions of payment for benefits out of assets held in the Trust.

Article IV
Contributions

4.1 Contributions by the City. The City shall contribute to the Trust such amounts as it determines, in its sole discretion, subject to and consistent with such the City’s contractual agreement(s), if applicable.

4.2 Contributions Are Irrevocable; Exception for Mistake of Fact. Each contribution to the Trust by the City shall be an irrevocable and indefeasible transfer to the Trust. Except as provided in subsection (a) hereof, neither the City, the Board of Trustees, nor any Trustee shall have any right, title, interest, claim, or demand whatsoever in or to the funds held by the Trust, other than the right to a proper application thereof and accounting therefore by the Board of Trustees as provided herein, nor shall any funds revert to the City, the City, the Board of Trustees, or any Trustee.

(a) Return of Contributions. Notwithstanding any other provisions of this Trust Agreement, if and to the extent permitted by the Code and other applicable laws and regulations thereunder and by GASB 74, if applicable, and GASB 75, upon a Political Subdivision’s request with the approval of the City, a contribution that is deposited into the Trust by a mistake in fact shall be returned by the Trustees to the Political Subdivision that contributed it within a reasonable period of time.

4.3 Discontinuance of Contributions. The discontinuance of contributions to the Trust shall not automatically terminate the Trust. The Trustees shall continue to administer the Trust in accordance with this Trust Agreement until its obligations are discharged and satisfied.

Article V
Benefits

5.1 Payment of Benefits. Benefits shall be paid to Participants pursuant to the terms of the Plan and
any applicable collective bargaining agreement between the City and any bargaining representative of any applicable bargaining unit. The Trustees shall make distributions from the Trust as directed, in writing, by the City for the purpose of reimbursing the City or its agent for the payment of benefits under the Plan. Pursuant to the City’s direction, the Trustees may directly pay such amounts to a vendor or service provider designated by the City, or may reimburse the City for insurance premiums or other payments expended or to be expended for permissible benefits under the Plan. The Trustees shall have no duty to determine the rights or benefits of any person having or claiming OPEB benefits or an interest under the Plan or this Trust Agreement.

Article VI
Duties of the Trustees

6.1 Management of Trust Fund. The Trustees shall manage the assets of the Trust Fund for investment purposes, as would a prudent person under like circumstances who is familiar with such matters. The Trustees shall have no authority over the payment of benefits or bills from the Trust assets absent the approval of the City as stated above. The Trustees shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Trust Agreement.

6.2 Receipt of Contributions. The Trustees agree to accept contributions to the Trust that are paid to the Trustees by the City in accordance with the terms of this Trust Agreement. The Trustees shall receive all contributions in cash or in such other form as permitted under the laws of the Commonwealth of Pennsylvania and acceptable to the Trustees. The Trustees shall be accountable to the City for the funds remitted to it by the City or by the City, and shall have a duty to see that the contribution received complies with the provisions of the Plan and with any statute, regulation or rule applicable to contribution.

6.4 Disbursements. Subject to Sections Error! Reference source not found. and Error! Reference source not found. of this Trust Agreement, the Trustees shall from time to time make payments or disbursements out of the Trust Fund to persons or other entities in such amounts as are necessary for the payment of OPEB pursuant to and in accordance with the terms of the Plan and for the payment of reasonable and proper expenses of the Plan and this Trust. In addition, the Trustees shall from time to time make payments or disbursements out of the Trust Fund to such persons or other entities, including the City, for the reimbursement of the Plan’s OPEB obligations or expenses previously satisfied by such persons or other entities. The Trustees shall pay all fees and expenses reasonably incurred by them in the administration of OPEB under the Plan and the Trust Fund unless the City directly pays such fees and expenses. Nothing contained in this Trust Agreement or the Plan shall constitute a guarantee that Trust assets will be sufficient to pay any OPEB to any particular Participant. The Trustees shall have no duty to determine the rights or benefits of any person having or claiming OPEB benefits or an interest under the Plan or this Trust Agreement.

(b) Expenses. The reasonable and proper expenses of the OPEB of the Plan and the Trust shall include, but not be limited to:

(1) The fees of any third-party record keeper and actuary’s fee as agreed upon by the Trustees from time to time;

(2) Expenses incurred by the Trustees in the operation and administration of the OPEB under the Plan and this Trust Fund;
the fees and other charges against the Trust Fund by any Investment Manager or other person or firm that provides services for the OPEB provided under the Plan or the Trust Fund, including attorney’s fees; and

Any income or other taxes properly levied or assessed against the Trust Fund.

6.5 Other Duties.

(c) Records. The Trustees shall keep such accounts and records and make such reports and disclosures as shall be required by law and by the Governmental Accounting Standards Board under this Trust Agreement and under the Plan. The records of the Trust pertaining to the City shall be open to inspection by the City at all reasonable times and will be audited on an annual basis by such persons as the City may specify.

(d) Statements. The Trustees shall furnish the City with an annual statement of account showing the condition of the Trust Fund and all investments, receipts, disbursements and other transactions effected by the Trustees during the fiscal year covered by the statement and also stating assets of the Trust held at the end of the fiscal year, which statement of account shall be conclusive on all persons, including the City and the City, except as to any transaction concerning which the City files with the Trustees written exceptions or objections within ninety (90) days after receipt of the statement of account.

(e) Compliance. The Trustees shall take such action (or refrain from taking such action, as the case may be) as shall be necessary to comply with the Trust, other agreements between the Trustees and the City or applicable Commonwealth of Pennsylvania and federal laws.

(f) Authority to Delegate Duties. The Trustees are authorized to delegate any of the duties assigned to them in this Trust Agreement, other than those duties relating to the investment or management of the assets of the Trust Fund, to any individual or organization it deems qualified to perform such duties. The Trustees are only authorized to delegate investment and asset management duties to an Investment Manager pursuant to the provisions of Article VII. When delegating duties, the Trustees shall document the delegation in either (i) a written amendment to this Trust, (ii) Trustee minutes or resolutions, or (iii) a separate written agreement with the delegate.

(g) Liability Limitations. Trustees shall not be liable for the acts or omissions of parties to whom they have specifically delegated duties, except with respect to any acts or omissions in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility. Each Trustee shall be held harmless, to the extent provided for in the laws of the Commonwealth of Pennsylvania, by the City and Participants, together with their heirs, successors and assignees, from any and all liability hereunder for acts or omissions performed in good faith and with prudence. Except as otherwise provided by contract or applicable law, no person acting in a fiduciary capacity with respect to the Trust shall be liable for any action taken or not taken with respect to the Trust except for actions that constitute breach of fiduciary duty or willful misconduct.

Article VII
Investment of Trust Assets

7.1 General Investment Power. The assets of the Trust shall be invested by the Trustees in accordance with Pennsylvania law and the investment policy developed by the City or, to the extent so delegated, the Trustees. Except to the extent such duties are specifically delegated to one or more Investment Managers under this Article, the Trustees shall manage and control
assets of the Trust Fund, including selecting and retaining or disposing of any investment of such assets.

7.2 Investment and Funding Policies. The City or, if the City so delegates such authority, the Trustees, shall establish funding policies for contributions under the Trust as may be appropriate from time to time, consistent with the requirements of applicable law. The Trustees shall also establish and comply with investment policies for Trust investments. The Trustees shall coordinate their investment and funding policies with the Trust’s financial needs.

7.3 Full Investment Powers. The Trustees shall have full discretion and authority with regard to the investment of the Trust Fund, except to the extent they have delegated such discretion to a properly appointed Investment Manager with respect to Trust assets under such Investment Manager’s control or direction. The Trustees are authorized and empowered with all investment powers conferred on trustees by the laws of the Commonwealth of Pennsylvania.

7.4 Investment Managers. The provisions in this subsection shall control the appointment and use of Investment Managers, as follows:

(h) Appointment. The Trustees may appoint one or more Investment Managers to manage the assets of all or any part of the Trust Fund. Each such Investment Manager shall be duly qualified to act in such capacity under applicable Federal and Pennsylvania law. The Trustees shall obtain from any Investment Manager a written statement:

(1) Acknowledging that it is a fiduciary with respect to the Trust assets under its management; and

(2) Certifying that it is qualified under applicable Federal and Pennsylvania law to be appointed as an Investment Manager under this Trust Agreement.

The Trustees shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities as the Trustees deem appropriate under the circumstances. The Trustees shall not be responsible for any investment decision made by an Investment Manager unless the Trustees actually make that decision.

(i) Trustees Duties. Any investment directions or notifications from an Investment Manager to the Trustees may be made orally or in writing, or in such manner as shall be agreed upon between the Investment Manager and the Trustees; provided, in the event the Investment Manager gives the Trustees oral recommendations, directions or notifications, the Investment Manager shall confirm such directions or notifications in writing immediately thereafter.

(j) Violation of Trustees’ Fiduciary Duties. Notwithstanding the foregoing, if, in the Trustees’ sole discretion, the execution of any instruction with respect to, or the continued holding of any assets in, an investment managed by an Investment Manager would be in violation of the Trustees’ fiduciary responsibilities, the Trustees may refuse to execute such instruction or may dispose of such asset or assets, respectively; provided, the Trustees shall not be responsible for the acts or omissions of such Investment Manager. In any such case, the Trustees shall promptly notify the Investment Manager of such situation.

(k) Failure to Direct. In the event that an appointed Investment Manager shall fail to invest all or any portion of the assets under its management, the Trustees shall be responsible for the investment of such assets. If an appointed Investment Manager shall fail to give the Trustees instructions or directions relating to the voting of shares held pursuant to an investment directed by the Investment Manager or the execution and delivery of proxies, or relating to the purchase
and sale of fractional shares or the exercise of any other ownership right, the Trustees shall take such action as they deem to be in the best interest of the Trust, provided such action is consistent with the then existing investment policies established by the Trustees.

(l) Termination of Appointment. Upon termination of the appointment of an Investment Manager, the Trustees may appoint a successor Investment Manager with respect to the investments formerly under the management of the terminated Investment Manager or may merge or combine such investments with other investments or Trust assets within the guidelines of the investment policies established by the Trustees.

(m) Asset Transfer. If the Trustees direct an Investment Manager to hold a portion of the assets of the Trust as well as make the investment decisions for such funds, the Trustees shall enter into such contractual or other arrangements as are necessary for the transfer and custody of such assets of the Trust Fund. If the Trustees terminates such Investment Manager, it shall take such action to recapture and take directly into the Trust Fund any assets so transferred.

(n) Reports and Valuations. An Investment Manager who has custody of any portion of the assets of the Trust shall keep accurate and detailed books and records on all investments, receipts, disbursements and other transactions for such account and shall determine the fair market value of the assets of such account as of each reporting date determined by the Trustees, and, further, shall file a copy of such books and records and valuations with the Trustees on or before such deadlines as the Trustees shall reasonably set. The Trustees also shall have the right to request that any person who is responsible for making the investment decisions for an investment account determine the fair market value of any asset, or all of the assets, held for that account and file a copy of such valuation with the Trustees before such deadlines as the Trustees reasonably shall set, and each such person shall comply with any such request.

7.5 Assets. No assets from the Trust shall be withdrawn for the first five (5) years of the existence of the Trust. Thereafter, no more than five percent (5%) of the total assets of the Trust as of December 31, on a cost basis, shall be used as a contribution from the Trust against the annual OPEB expenses of the City in the following year.

Article VIII
Powers of the Trustees

8.1 General Authority. Except to the extent such powers are specifically delegated to an Investment Manager under Article VII of this Trust Agreement, the Trustees shall receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, without distinction between principal and income and in the manner and for the uses and purposes set forth in this Trust Agreement.

8.2 Specific Powers. In the management of the Trust, the Trustees or their delegates, as the case may be, shall have the following powers in addition to the powers customarily vested in trustees by the laws of the Commonwealth of Pennsylvania but in no way in derogation thereof, and such powers shall be exercised in accordance with proper directions and the investment policy established by the Trustees and without order of, and report to, any court:

(o) Sales. The Trustees and the Investment Manager shall not purchase or acquire any ownership interest in any real property, nor shall the Trustees sell, mortgage or lease real property related to the operation of the Trust. Likewise, the Trustees and Investment Manager shall not purchase or acquire any interest in any investment whose primary purpose is the ownership of real property.
Retention of Cash. To hold cash without interest in such amounts as may be in their opinion reasonable for the proper operation of the Trust;

Exercise of Owner’s Rights. To give general or special proxies or powers of attorney with or without power of substitution with respect to any corporate stock or other security; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, consent to, or otherwise participate in reorganizations or other changes affecting any stock, bond, note or other property, and to delegate discretionary powers and pay any assessments or charges in connection therewith, and generally to exercise any of the powers of an owner, including voting rights, with respect to any stock, bond, note or other property held as part of the Trust;

Registration of Investment. To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Trustees shall at all times show that all such investments are part of the Trust;

Disbursement. To make disbursements for the payment of the City’s OPEB under the Plan and for the payment of reasonable and proper expenses of this Trust or of the Plan as related to the City’s OPEB;

Retention of Disputed Funds. To retain any funds or property subject to any dispute without liability for the payment of interest; and to decline to make payment or delivery of the funds or property until final adjudication is made by a court of competent jurisdiction;

Execution of Instruments. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted;

Settlement of Claims and Debts. To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend legal or administrative proceedings and to represent the Trust in all legal and administrative proceedings;

Employment of Agents, Advisors and Counsel. To employ and to act or refrain from acting on the advice or opinion of suitable agents, actuaries, accountants, investment advisers, brokers and counsel, and to pay their reasonable expenses and compensation;

Power to do any Necessary Act. To do all acts which it may deem necessary or proper and to exercise any and all powers of the Trustees under the Plan and this Trust Agreement upon such terms and conditions as it may deem in the best interests of the Trust;

Loans. To borrow money only for such periods of time and upon such terms and conditions as the Trustees deem necessary and proper to cover any temporary, short-term overdrafts, and to secure such loans by mortgaging, pledging or conveying any property of the Trust; and

Appointment of Custodian. To appoint a custodian to safeguard the assets of the Trust. The City hereby authorizes and directs the Trustees to enter into such agreements with any such custodian as may be necessary to establish an account with the custodian. For administrative purposes, contributions deposited to the appointed custodian shall be deemed as contributions deposited with the Trustees on behalf of the Trust.

Standard of Care. The Trustees shall discharge their duties under this Trust Agreement with the care and skill required with respect to such duties. The Trustees shall not be responsible for the title, validity, or genuineness of any property or evidence of title thereto received by them or
delivered by them pursuant to this Trust Agreement and shall be held harmless in acting upon any notice, request, direction, instruction, consent, certification, or other instrument believed by them to be genuine and delivered by the proper party or parties.
Article IX

Administration

9.1 Bonds and Reports to Court. Each Trustee shall be bonded to the extent required by law, except that, to the extent the requirement of any such bond may be waived, such waiver shall be deemed to have been exercised, and no such bond shall be required. The Trustees shall not be required to make any inventory or appraisal or report to any court or to secure any order of any court for the exercise of any power herein contained.

9.2 Accounting. Trustee shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Trust, and those records shall be available at all reasonable times to the City and its independent auditor. The Trustees shall provide such reports to the City at mutually agreeable times.

9.3 Right to Audit. The City may conduct an independent audit of the Trust Fund at least annually. The City may engage an independent auditor of its own choosing to assist in or conduct the audit. The City shall have the right at all reasonable times during the terms of the Trust and for three (3) years after the termination of the Trust to examine documents of the Trustees relating to the Trust and the Trustees’ performance hereunder.

9.4 Action of the Trustees. A majority of the Trustees shall constitute a quorum and acts of a majority of the Trustees present at any meeting at which a quorum is present or acts approved by all Trustees in writing shall be deemed to be valid acts. Notwithstanding the above, the duly elected chairperson of the Trustees as designated by the Trustees to perform ministerial acts, may execute any documents relating to the Trust, including contracts relating to the investment or reinvestment of the assets of the Trust, documents necessary for the exercise of any ownership rights thereunder, service agreements or other related documents, and may perform other such ministerial acts. The Trustees shall keep minutes of their proceedings and complete and accurate records which may be examined at any reasonable time on behalf of the City by any officer or employee designated in writing by the City.

Article X

Selection and Term of Board of Trustees

10.1 Membership. The Board of Trustees shall have at least seven (7) members, who shall be appointed by the City. A Trustee may concurrently serve as an employee of the City. The Board of Trustees make up will include: The Mayor, Managing Director, Director of Administrative Services, City Auditor, and one union representative from AFSCME, I.A.F.F. and FOP. The Mayor or his/her designee shall serve as Chair. The Board of Trustees shall meet twice a year with dates to be determined by the Board of Trustees.

10.2 Term. Each Trustee shall serve as Trustee until such time as the Trustee resigns or is removed by the City, as the case may be. The City at its option may appoint one or more temporary or interim Trustees who will serve for a limited term. Any Trustee may be removed at any time by the City by written notice delivered to the Trustee, as of the effective date of the notice. Any Trustee may resign at any time by written notice delivered to the City, as of the effective date of the notice.

10.3 Compensation Trustees shall not receive any compensation for their services rendered as Trustees.
Article XI
Miscellaneous Provisions

11.1 Taxes.

(aa) Until advised to the contrary by the City, the Trustees shall consider the Trust to be exempt from federal, state, local and foreign income taxes. However, if the Trustees have reason to believe that such exemption does not or ceases to apply, Trustee shall notify the City of its belief, in writing. The Trustees shall not be responsible for filing any federal, state, local or foreign tax or information returns relating to the Plan or the Trust other than information returns required as a result of any distribution from the Trust.

(bb) The Trustees shall promptly notify the City of any taxes levied upon or assessed against the Trust. If the City wishes to contest the tax assessment, it must give appropriate written instructions to Trustees within thirty (30) days of notification. If the Trustees do not receive written instructions within thirty (30) days of notification, the Trustees will pay the tax from the Trust.

11.2 No Third Party Beneficiaries. The provisions of this Trust Agreement are intended to benefit only the parties hereto, their respective successors and assigns, and Participants under each Plan. There are no other third party beneficiaries.

11.3 Waiver. No waiver by either party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

11.4 Partial Invalidity. If any term or provision of this Trust Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Trust Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Trust Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.5 Execution in Counterparts. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart.

11.6 References to Statutes, etc. Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

Article XII
Amendment and Termination

12.1 Amendment. This Trust Agreement may be amended at any time by written agreement signed by the City and the Trustees, provided that such amendment shall not operate to violate any applicable law or regulation.

12.2 Termination of Trust. The City reserves the right at any time to terminate this Trust; provided, however, that under no circumstance shall any portion of the Trust revert to or become property of the City or a Political Subdivision, except as provided in this Trust Agreement. Upon termination, the Trustees shall continue to administer the Trust in accordance with the provisions contained herein until all obligations under the Plan have been discharged and satisfied or all funds have been paid out. Upon termination of the Trust, and after the satisfaction of outstanding liabilities under the Plan to provide benefits and pay reasonable expenses, the assets of the Trust shall not be returned to the City or the City, but instead shall solely be applied toward the provision of sickness, accident, medical, disability or similar
welfare benefits through another trust, as the City appropriately directs, with the intent that all income on such assets be exempt from tax under Section 115 or other applicable section of the Code.

12.3 Termination of Plan. The City reserves the right to terminate any Plan at any time. Upon such termination, the applicable part of the Trust shall be distributed by the Trustees in accordance with directions from the City for the purpose of providing permissible benefits. The Trustees are under no obligation to review written instructions from the City for compliance with the Plan. From the date of termination of the Plan until the final distribution of the Trust Fund, the Trustees shall continue to have all the powers provided under this Trust Agreement with respect to the assets of the Plan held in the Trust, and if not directly paid by the City, Trustee shall be entitled to debit the Trust for its out of pocket expenses (including counsel fees) incurred during this period.

12.4 Removal of Trustee. The City may remove the Trustees by delivery of written notice, to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery of such written notice to the Trustees.

Article XIII
Successor Trustees
13.1 Appointment of Successor Trustees. Upon resignation or removal of the Trustees, the City shall appoint a successor trustee or trustees and the City shall provide the Trustees with written notice of such appointment. The Trustees shall transfer the assets of the Trust to such successor trustee(s), and shall otherwise reasonably cooperate with the successor trustee(s) to ensure a smooth transition of the Trust Fund.

13.2 Failure to Appoint Successor. If either party has given notice of termination of the relationship and upon the expiration of the advance notice period, no party has accepted an appointment as successor, the Trustees will have the right to commence an action to deposit the assets of the Trust in a court of competent jurisdiction in the Commonwealth of Pennsylvania for administration until a successor may be appointed and accepts the transfer of the assets.

Article XIV
Limited Effect of Plan and Trust
14.1 Rights Limited to Terms of Plan and Trust Agreement. Subject to applicable law, neither the establishment of the Plan nor the Trust, nor any modification thereof, the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any person covered under the Plan or other person any legal or equitable right against the Trustees or the City or any right to benefits under the Plan, except as may otherwise be expressly provided in the Plan or in this Trust Agreement.

Article XV
Protective Clause
15.1 Insured Benefits. Neither the City nor the Trustees shall be responsible for the validity of any contract of insurance or other arrangement maintained in connection with the Plan, or for the failure on the part of the insurer or provider to make payments provided by such contract, or for the action of any person which may delay payment or render a contract void or unenforceable in whole or in part.

IN WITNESS WHEREOF, the City and the Trustees have caused this Trust Agreement to be signed by their duly authorized officers or representatives on this ____ day of 2018.

CITY: ______________________________
Mayor:
______________________________
President of Council
______________________________
City Clerk

TRUSTEES: ______________________________
Name:
______________________________
Name:
______________________________
Name:
Reading Parking Authority

Memo

To: Reading City Council

From: Charles D. Younger, Deputy Director

cc: Mayor, Managing Director and Director of Public Works

Date: August 21, 2018

Re: Residential Permit Parking Zone in the 100 Block of Moss Street, Reading, PA

Background

The Code of the City of Reading, Chapter 576 Vehicles and Traffic, Part 4 Stopping and Parking, A – Regulations, Section 576-417 Residential Permit Parking provides for the establishment of a residential permit parking program and the creation of residential permit parking zones “in order to alleviate the hardship experienced by residents in obtaining on-street space, to preserve the residential quality of neighborhoods and to provide for improvement in air quality.”

Previous Action Required / Completed

In accordance with Section 576-417 Residential Permit Parking provisions, the majority of the residents of the 100 Block of Moss Street, Reading, Pennsylvania, have petitioned the Reading Parking Authority for the establishment of a Residential Permit Parking Zone in their block.

Review and Recommendation
The Reading Parking Authority has determined that the required designation criteria have been satisfied and that the required designation process, including surveys and a public meeting, is complete. At the public meeting held on August 15, 2018, the majority of residents attending voted to establish the Residential Permit Parking Zone in their block (100 Block of Moss Street). It is the determination of the Reading Parking Authority that the 100 Block of Moss Street, Reading, Pennsylvania, has met the requirements set forth in the city ordinance for Residential Permit Parking. The Reading Parking Authority recommends approval by City Council.

**Recommended Action**

Approve the Ordinance authorizing the designation of a Residential Permit Parking Zone in the 100 Block of Moss Street, Reading, Pennsylvania. If/when approved, the Reading Parking Authority will contact Traffic Engineering to construct the proper signage to support the residential parking on the 100 Block of Moss Street and coordinate implementation with the Authority. The City Police would also be notified of the status change of the subject location.

**Drafted by:** Dep Exec Dir RPA  
**Sponsored/Referred by:** Exec Dir RPA  
**Introduced on:** August 27, 2018  
**Advertised on:** Sept 3, 2018

**BILL NO. ________**

**AN ORDINANCE**

AN ORDINANCE AUTHORIZING THE DESIGNATION OF A RESIDENTIAL PERMIT PARKING ZONE IN THE 100 BLOCK OF MOSS STREET, READING, PA AND THE INSTALLATION OF APPROPRIATE SIGNS BY THE DIVISION OF TRAFFIC ENGINEERING PURSUANT TO CODE OF THE CITY OF READING, CHAPTER 576 VEHICLES AND TRAFFIC, PART 4 STOPPING AND PARKING, A – REGULATIONS, SECTION 576-417 RESIDENTIAL PERMIT PARKING.

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

SECTION 1. A Residential Permit Parking Zone is hereby established in the 100 Block of Moss Street, Reading, Pennsylvania, pursuant to Code of the City of Reading, Chapter 576 Vehicles and Traffic, Part 4 Stopping and Parking, A – Regulations, Section 576-417 Residential Permit Parking.

SECTION 2. The City of Reading’s Division of Traffic Engineering shall install signs on the 100 Block of Moss Street, Reading, Pennsylvania, indicating times and conditions under which parking is allowed and that parking beyond stipulated hour(s) is by permit only.

SECTION 3. This Ordinance shall become effective within ten (10) days of the date of passage and approval by the Mayor or override of the Mayor’s veto.

Enacted ______________________

____________________________________

President of Council
the council of the city of reading hereby resolves as follows:

that city council authorizes the attached master equity lease agreement with enterprise fleet management.

adopted by council ______________________, 2018

____________________________
President of Council
Attest:

______________________________
Linda A. Kelleher
City Clerk
MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this ______ day of ________, ________ by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this Agreement shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessee is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assignee as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedule and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3.6(b) of the Schedule. Lessee agrees to pay Lessor the "Total Initial Charges" set forth in the applicable Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 75,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (c) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/ or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) eighteen percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM________ Customer________
(g) Lessee’s obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, uniformity or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and all provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees the keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose, or to pull trailers that exceed the manufacturer’s trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a “school bus” as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor’s written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor, Lessee shall return the Vehicle with all equipment, accessories, and parts thereon removed as a result of the expiration or earlier termination of this Agreement, according to written instructions, and repairs made to return it to its original condition and location of the same make and model. Lessee agrees to return any Vehicle in the same condition as the original, except for normal wear and use. Lessee agrees to promptly reimburse Lessor for any additional costs and charges in excess of the normal wear and use as determined by Lessor.

5. COSTS, EXPENSES, FEES AND CHARGES. Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If, at any time, either Lessor or Lessor’s agent is required to pay any costs, expenses, fees, charges, fines, tickets, penalties and taxes, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee’s expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalize in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee’s expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:
   (a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer’s instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other materials and equipment necessary for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle’s return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will be no more than $15,000 for any Vehicle which detract from its economic value or functional utility. Lessee will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessee and Lessor acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessor and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:
   (a) LESSEE’S ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE’S USE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

   (b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED “AS IS,” “WITH ALL FAULTS.” All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee’s only remedy, if any, is against the supplier, vendor and/or manufacturer of the Vehicle.

Initials: EFM_______ Customer________
None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order, provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessor, Lessee and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below. (Note: $2,600,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers).

<table>
<thead>
<tr>
<th>State of Vehicle Registration</th>
<th>Coverage</th>
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</thead>
<tbody>
<tr>
<td>Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont</td>
<td>$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible</td>
</tr>
<tr>
<td>Florida</td>
<td>$500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible</td>
</tr>
<tr>
<td>All Other States</td>
<td>$300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible</td>
</tr>
</tbody>
</table>


If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will be by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessor or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby assigns Lessor, Servicer and any other agent of Lessee as Lessor's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agrees to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, detection and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a): (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessee agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a), for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle; (ii) Lessee shall not be responsible for, nor shall Lessor or Servicer be liable for, any loss or damage arising from the use of a Vehicle which is not covered by the insurance policies required by this Section.
Vehicle by Lessee without the prior written consent of Lessor and/or damage to or less of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the “Vehicle” for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, and to the extent Lessee is an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, Lessee may be entitled to a refund of the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may charge the rates charged by Lessor under this Section 11(b) for physical damage and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and provide such written and signed disclosure information to such persons and in such manner as directed by Servicer. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Servicer such financial statements and other financial information regarding Lessee as Servicer may from time to time reasonably request.

14. DEFAULT REMEDIES: The following shall constitute events of default (“Events of Default”) by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any violation or certification of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor or any or all portions of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that he, she or it has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor, or (g) if Lessor or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc., for purposes of this Section 14, the term “guarantor” shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement. If Lessor fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor’s independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessee may enforce performance by Lessor of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessor’s default; and (d) at the discretion of Lessor, without violating any term, provision or covenant of this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (e) Lessee may enforce performance by Lessor of its obligations under this Agreement; (f) Lessor may recover damages and expenses sustained by Servicer, any other agent of Lessor or any of their respective successors or assigns; and (g) Lessor may enter the premises and take possession of the Vehicles without the necessity of posting any bond or bond of attorney, and the same shall not be an admission of the default or an admission of the inability of Lessee to continue in possession of the Vehicles, or as an admission of the right of Lessor to foreclose upon the Vehicles.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts due to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee’s rights interest in and to the Vehicles are and will continue

Initials: EFM Customer
at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessee with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption of performance caused by the act or omission of any person or by reason of any indebtedness or liability howsoever and whenever arising to the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a waiver of any right or remedy which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mails, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee’s address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked “ORIGINAL” by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessee, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee’s funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereunder are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____________________________________________________________________________
Signature: ___________________________________________________________________________
By: _______________________________________________________________________________
Title: ______________________________________________________________________________
Address: _____________________________________________________________________________
Date Signed: _________________________________________________________________________
Initialed: __________________________________________________________________________

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: ___________________________________________________________________________
By: _______________________________________________________________________________
Title: ______________________________________________________________________________
Address: _____________________________________________________________________________
Date Signed: _________________________________________________________________________

© 2010 Enterprise Fleet Management, Inc. KEA Core Client
GOVERNMENTAL CLIENT AGREEMENT FOR READING, CITY OF

GOVERNMENTAL CLIENT CERTIFICATION

In connection with the opening of one or more accounts (the "Account[s]") by READING, CITY OF (the "Accountholder") with Wells Fargo Securities, LLC ("WFS"), the undersigned hereby certifies to WFS as follows:

1. Any one of the following officers (the "Authorized Officers") of the Accountholder:

<table>
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<tr>
<th>Name</th>
<th>Title</th>
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</tbody>
</table>

or his/her successor in office, is authorized to act on behalf of the Accountholder, to enter into transactions on behalf of the Accountholder and to execute documents on behalf of the Accountholder in connection with the Account(s), and WFS shall have no responsibility to inquire into the authority of the Accountholder or the Authorized Officers to so act, or to so enter into such transactions, including without limitation whether or not the Accountholder is authorized by state or local or any other applicable law to enter into such transactions, or to so execute such documents and WFS shall incur no liability to the Accountholder or otherwise in connection therewith. Any transactions entered into between WFS and an Authorized Officer on behalf of the Accountholder shall be deemed to be a certification by the Authorized Officer that the Accountholder is authorized by state or local and any other applicable law to enter into such transactions and that the Authorized Officer is authorized to enter into such transactions on behalf of the Accountholder.

2. WFS shall be authorized to rely on the oral instructions given by any person who WFS believes in good faith is an Authorized Officer or by any person who WFS believes in good faith has been authorized to so act by an Authorized Officer.

3. The undersigned is authorized to execute this Certification on behalf of the Accountholder and WFS is authorized to rely on this Certification until written notice of the revocation thereof shall be received by WFS at:

Wells Fargo Securities, LLC
MAC N9305-05F
90 South 7th Street
5th Floor
Minneapolis, MN 55402

Level 4 Client Agreement vs. 1 - WFS FL 4166 230635
Acknowledgement:

I hereby acknowledge that I have received, read and understand the terms set forth in the Client Agreement and agree to such terms, including the binding pre-dispute arbitration clause contained in Paragraph 16 on page 4. It is understood and agreed that the terms "I," "my," "you" and "your" as used in this Document refer to all account(s).

IN WITNESS WHEREOF, I have duly executed this Certification, under seal, on behalf of the Accountholder, with full authority to do so, this ______ day of ______, 20____.

Accepted and executed this ______ day of ______, 20____ by

Signature: ____________________________________________

Name (Print): _________________________________________

Title (Print): _________________________________________

Attested: ____________________________________________

Signature of Certifying Official ____________________________ (SEAL)
RESOLUTION NO._______2018

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

That Lee Olsen is appointed to the Planning Commission with a term ending April 1, 2021.

Adopted by Council ______________________, 2018

________________________________________
President of Council

Attest:

________________________________________
Linda A. Kelleher
City Clerk
RESOLUTION NO._______2018

Whereas, The First Energy Stadium Commission Ordinance City Code Chapter 23 Boards, Commissions, Committees, Part 4 First Energy Stadium Commission § 23-403 Removal of Members sets out the attendance requirements for Commission members: Removal of members. Any member may be removed for misconduct or neglect of duty or for other just cause by a majority vote of Council taken after the member has received 15 days' advance notice of the intent to take such vote. Failure of a member to attend three consecutive regular meetings of the Board will constitute grounds for immediate removal from the Commission by City Council. Failure of a member to attend at least 50% of the regular meetings of the Board in a calendar year will constitute grounds for immediate removal from the Commission by City Council. The Chairperson of the Board shall inform the City Clerk in writing when a member has failed to comply with this attendance policy. Following such notification, City Council may vote to remove the member and seek applicants to fill the vacant position; and

Whereas, Karl Graybill was appointed as a member of the First Energy Stadium Commission through the required appointment process on April 13, 2015; and

Whereas, in July 2017 the First Energy Stadium Commission informed City Council that Mr. Graybill has not attended any Commission meetings during the 2018 calendar year and has not responded to any communications sent via letter, email, text or telephone; and

Whereas, Mr. Graybill did not submit the letter of resignation, did not update his personal contact information, and discontinued attending meetings, failing to attend more than 50% of the meetings held in 2018; and

Whereas, the First Energy Stadium Commission has requested the removal of Mr. Graybill from membership.

NOW THEREFORE BE IT HEREBY RESOLVED AS FOLLOWS:

That Karl Graybill is removed from the First Energy Stadium Commission board, as per City Code Chapter 23 Boards, Commissions, Committees, §403. Removal of members for his lack of attendance at more than 50% of the 2018 First Energy Stadium Commission meetings and for no other reason.

Adopted by Council ______________________, 2018
To: Linda Kelleher, City Clerk
Re: Kevin Graybill Jr., Commissioner
From: Annarose Ingarra-Milch, Chairperson, 2018
Date: July 18, 2018

We would like to inform you and City Council that Kevin Graybill, Jr. Stadium Commissioner, appointed April, 2015 has missed four (4) consecutive meetings without notice.

January 31, 2018
March 28, 2018
June 20, 2108
July 18, 2018

Numerous attempts have been made to contact him via email, text, and telephone. All without success. On the directive of the Commission, I mailed a certified letter to Mr. Graybill on June 21, 2018 asking him to get in touch with us and let us know his status in relation to the Commission. As of this date, we have not heard from Mr. Graybill at all.

In accordance with Ordinance 74-2014, section 1-593, the Commission has asked me to notify you and Council to ask that Mr. Graybill, Jr. be removed as a Commissioner.

Thank you for your assistance in this matter. Should you require any additional information, please let me know.
RESOLUTION NO. ________2018

RESOLUTION OF THE COUNCIL OF THE CITY OF READING RESPECTFULLY ASKING THE MAYOR TO DIRECT THE READING PARKING AUTHORITY TO VOLUNTARILY OPEN THEIR FINANCIAL RECORDS FOR AN AUDIT BY THE PENNSYLVANIA AUDITOR GENERAL

WHEREAS, In the past the Reading Parking Authority provided the City of Reading with all the meeting materials, including financial reports, provided to the Parking Authority Board of Directors, these meeting materials are public records; and

WHEREAS, The practice of providing these public records to Council was discontinued in November 2012 and City Council has made several informal and formal requests to the Parking Authority Executive Director and the Authority Board for this public information about the Parking Authority during this administration and the prior administration and received no response; and

WHEREAS, City Council recently learned that the Pennsylvania Auditor General will conduct an audit of Authority records, if the request to do so is made by the Mayor to the Authority Board and the Authority Executive Director and the Authority Board agrees or if the Authority Executive Director and Board make the request directed to the state Auditor General.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Reading hereby respectfully requests that Mayor Scott advise the Reading Parking Authority Executive Director and the Authority Board of Directors to immediately open the Parking Authority books for an audit by the Pennsylvania Auditor General and/or the Reading Parking Authority Executive Director and the Authority Board of Directors appeal directly to the state Auditor General for an audit by that office.

ADOPTED BY COUNCIL _____________________________2018
ATTEST:

________________________

CITY CLERK

COUNCIL PRESIDENT