CITY COUNCIL

Meeting Agenda

REGULAR MEETING  TUESDAY, NOVEMBER 13, 2018  7:00 P.M.
COUNCIL CHAMBERS

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: Randall Grossman, Grace Bible Fellowship
   C. PLEDGE TO THE FLAG
   D. ROLL CALL
   E. PURPOSE OF EXECUTIVE SESSION – Oct 24th COW re personnel, October 29th COW re litigation and personnel, Nov 5th COW re litigation

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 November 13, 2018
   B. MINUTES: October 22, 2018 Regular Meeting & November 5, 2018 Special Meeting
      Affirming the summations of discussion at the COWs held on October 20, October 22, October 24, October 29, and November 5 and the Capital and General Fund Public Hearings

5. Consent Agenda Legislation
   A. Award of Contract –
   B. Resolution –

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

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Ordinance – 2019 Position Ordinance *Introduced at the October 1 special meeting*

Ordinance – 2019 Real Estate Taxes – no increase *Introduced at the October 1 special meeting*

Ordinance – 2019 Commuter EIT – no increase *Introduced at the October 1 special meeting*

A. **Bill 57-2018** - 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 *Introduced at the August 27 regular meeting; Tabled at the September 10, September 24 and October 8 regular meetings*

B. **Bill 61-2018** – amending the 2018 budget by creating the City Facilities Construction Fund as Fund 37, to capture allocated funds from the City’s General Fund surpluses and provide designated funding for city facility construction projects *Introduced at the September 10 regular meeting; Tabled at the September 24 and October 8 regular meetings*

C. **Bill 63-2018** – amending the 2018 General Fund budget to authorize the transfer of $1,000,000 in cash reserves in the General Fund to the City’s Other Post-Employment Benefits Trust Fund to allocate funds restricted for future funding of post-employment benefits *Introduced at the September 24 and October 8 regular meetings*

D. **Bill 64-2018** – authorize the transfer of $4,400,000 in cash reserves in the General Fund to the City Facilities Construction Fund to allocate funds restricted for construction of city facilities *Introduced at the September 24 and October 8 regular meetings*

E. **Bill 69-2018** - amending Chapter 5 of the City Code, Part 301 Powers and Duties of the Mayor regarding the appointment of a temporary or interim managing director *Introduced at the September 24 regular meeting; Tabled at the October 8 regular meeting*

F. **Bill 70-2018** - amending Chapter 5 of the City Code, Part 803 Department Directors regarding the appointment of acting department directors and temporary managers *Introduced at the September 24 regular meeting; Tabled at the October 8 regular meeting*

G. **Bill 72-2018** – amending City Code Chapter 7, Fire Prevention and Fire Protection *Introduced at the October 22 regular meeting*

H. **Bill 73-2018** - amending 1-301 of the City of Reading Code of Ordinances (Compensation of Elected Officials) by amending the salary range for the City Auditor *Introduced at the October 22 regular meeting*
10. INTRODUCTION OF NEW ORDINANCES

A. Ordinance – authorizing a Budget Amendment for two transfers within the 2018 Self Insurance Fund Budget: $50,000 from line item Water/Sewer Main Breaks into line item Incurred Liability Claims; and $200,000 from line item W/C Claims Medical to line item Incurred Liability Claims

11. RESOLUTIONS

A. Resolution - amend the 2014-18 Consolidated Plan and 2017 Action Plan for the Home Investment Partnership Program

B. Resolution – adopting the 2019 CDBG Action Plan

C. Resolution – appointing Israel Gonzalez to the Berks County Convention Center Authority

D. Resolution – authorizing the mayor to sign an electricity agreement for all City related operations with the lowest responsible bidder

12. PUBLIC COMMENT – GENERAL MATTERS

Please see public speaking rules on second page

13. COUNCIL BUSINESS/COMMENTS

14. COUNCIL MEETING SCHEDULE

**Tuesday, November 13**
Committee of the Whole – Penn Room – 5 pm
Regular Meeting – Council Chambers – 7 pm

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

**Thursday, November 22**
City Hall Closed - Thanksgiving

**Friday, November 23**
City Hall Closed – Thanksgiving holiday

Monday, November 26
Committee of the Whole – Penn Room – 5 pm
Regular Meeting – Council Chambers – 7 pm
**15. BAC AND COMMUNITY GROUP MEETING SCHEDULE**

**Tuesday, November 13**  
Recreation Commission – 3rd & Spruce – 7 pm

**Wednesday, November 14**  
Redevelopment Authority – RRA office – 3 pm  
Zoning Hearing Board – Council Chambers – 5:30 pm  
Human Relations Commission – HRC office – 6 pm

**Thursday, November 15**  
Shade Tree Commission – Public Works – 6 pm

**Friday, November 16**  
Fire Pension Board – Penn Room – 10 am

**Monday, November 19**  
Library Board – 113 S 4th St – 4:30 pm

**Tuesday, November 20**  
Fire Civil Service Board – Fire Training Center – 3 pm  
Water Authority – 1801 Kutztown Rd – 4 pm  
HARB – Penn Room – 6:30 pm  
Charter Board – Council Chambers – 7 pm

**Wednesday, November 21**  
O & E Pension Board – Penn Room – 1:30 pm

**Monday, November 26**  
DID Authority – 645 Penn St 1st floor – noon

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

The invocation was given by Rev. Dan Rodriguez, St. James Church.

All present pledged to the flag.

The following executive sessions were held: Oct 8\textsuperscript{th} re Real Estate, Litigation, and Personnel; Oct 20\textsuperscript{th} re Litigation and Contracts.

**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  
Acting City Solicitor E. Kraft  
Acting Managing Director O. Deming  
City Clerk L. Kelleher  
Mayor W. Scott

**PROCLAMATIONS AND PRESENTATIONS**

None

**PUBLIC COMMENT**

Council President Waltman stated that there are three (3) citizens registered to address Council – one (1) on an agenda topic and two (2) on non-agenda matters. He inquired if any Councilor objected to suspending the rule requiring non-agenda comment at the end of the meeting. No one objected. Councilor Sihelnik read the public speaking rules that were adopted by Council.

**Evelyn Morrison, no address provided**, expressed concern with the salary increase proposed by and for the City Auditor. She suggested that salary increases should not occur prior to a performance evaluation. She noted that the activities by the former administration show a lack of auditing oversight by the Auditor. She suggested that the Auditor’s qualifications should include a CPA license and a broader role. She expressed the belief that the City has paid too much to Herbein & Co. over the last 30 years and she suggested that the external audit would not be needed if the City Auditor performed that function. She questioned why the Redevelopment Authority (RRA) was permitted to use false numbers in their annual budgets and why a board member was permitted to purchase the Bookbindery Apartments during the period linked to the former Executive Director’s exit. She questioned the current composition of the RRA.
Zia Mahmood, of Sinking Spring, stated that he is not seeking anything for personal gain, as the flea market he requested at 1330 N 9th Street (Reverb) would benefit only the Christian Relief Internation, his non-profit, to provide homeless and after school programs at 549 Elm Street. He questioned the Zoning Board’s role in overseeing flea markets. He distributed a handout and questioned the cost to seek zoning permission to hold more than four (4) flea markets per year.

David Rodriguez, of St. James Church, spoke about the importance of human compassion without considering money. He described the fees charged by some homeless service providers and he spoke of the need for homeless facilities that also offer rest facilities.

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 October 8, 2018 Regular Meeting of Council, and the affirmation of the summations of discussion at the COWs held on October 8, October 15 and October 17. Under Ordinances for Final Passage, Bill No. 46-2018 is being withdrawn by the Reading Parking Authority. The two (2) contract awards on the Consent Agenda will be considered separately under the Resolution heading.

Councilor Marmarou moved, seconded by Councilor Twyman, to approve the minutes from the October 8, 2018 Regular Meeting of Council, the summations of discussion as listed and the agenda, as amended. The motion was approved unanimously.

Consent Agenda

B. Resolution 104-2018 – authorizing the promotion of EMS Lieutenant Walter Bauer to Deputy Chief/EMS

D. Resolution 105-2018 – Authorizing the Purchasing Coordinator to sell the following list of firearms which will help fund the purchase of new shotguns

ADMINISTRATIVE REPORT
The mayor spoke about the Halloween event planned on Washington Street with the Reading School District on Wednesday, October 31st from 5-7 pm.

AUDITOR’S REPORT
City Auditor Cituk highlighted the report distributed at the meeting, as follows:
- 2014-18 Admissions Tax Collection
- 2014-18 Real Estate Transfer Tax Collection
- Municipal Sewer Calculation
- Receipt of the Reading Parking Authority 2017 External Audit

The mayor inquired about the receipt of Reading Royals Admissions Tax. The auditor stated that the Reading Royals have not submitted Admissions Tax revenue since February 2018.
The mayor stated that there was a discrepancy about the amount of tax due to the City. The auditor stated that he will follow up.

Council President Waltman questioned the slight increase in the Real Estate Transfer Tax in the 2019 budget. The auditor expressed the belief that the slight increase shows a conservative estimate in the amount of tax that will be collected. He promised to revisit the projection during his review of the budget.

REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS
Dr. John Dethoff, Chair of the Board of Health, stated that the Board meets every other month unless a pressing matter occurs. He explained that the Board’s mission is to prevent the spread of infectious disease. He described the membership of the group which includes two (2) medical doctors and a nurse. He stated that the Board is seeking a member from the environmental health field. He thanked Michelle Smith for her work to keep the Board on track and moving forward.

Dr. Dethoff listed the Board’s projects over the last two (2) years:

- Participate on Berks Teens Matter – Reading’s teenage pregnancy rate is 3 times the rate of the national average. The organization is seeking to reduce that number by 40% by 2022.
- Address homeless services, noting the number of services that are underutilized.
- Reconsider the use of fluoride in Reading water and reaffirming the Board’s previous position.
- Work to update the local Food Code.
- Address the increase in scabies locally.
- Consider local hookah regulations.

Councilor Goodman-Hinnershitz questioned the legality of hookah lounges due to Pennsylvania’s Clean Indoor Air Act, enacted about a decade ago. Dr. Dethoff stated that he will look into the issue and report back.

ORDINANCES FOR FINAL PASSAGE

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<td><strong>A. Bill 46-2018</strong> – 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</td>
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B. Bill 57-2018 - 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. 

Introduced at the August 27 regular meeting; Tabled at the September 10 and September 24 regular meeting

Councilor Slifko moved, seconded by Councilor Reed, to table Bill No. 57-2018.

Bill No. 57-2018 was tabled by the following vote:

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

C. Bill 61-2018 – amending the 2018 budget by creating the City Facilities Construction Fund as Fund 37, to capture allocated funds from the City's General Fund surpluses and provide designated funding for city facility construction projects. 

Introduced at the September 10 regular meeting; Tabled at the September 24 regular meeting

Councilor Reed moved, seconded by Councilor Slifko, to table Bill No. 61-2018.

Bill No. 61-2018 was tabled by the following vote:

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

D. Bill 63-2018 – amending the 2018 General Fund budget to authorize the transfer of $1,000,000 in cash reserves in the General Fund to the City’s Other Post-Employment Benefits Trust Fund to allocate funds restricted for future funding of post-employment benefits. 

Introduced at the September 10 regular meeting; Tabled at the September 24 regular meeting


Bill No. 63-2018 was tabled by the following vote:

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

E. Bill 64-2018 – authorize the transfer of $4,400,000 in cash reserves in the General Fund to the City Facilities Construction Fund to allocate funds restricted for construction of city facilities. 

Introduced at the September 10 regular meeting; Tabled at the September 24 regular meeting

Councilor Goodman-Hinnershitz moved, seconded by Councilor Slifko, to table Bill No. 64-2018.

Bill No. 64-2018 was tabled by the following vote:

Yeas:  Goodman-Hinnershitz, Marmarou, Reed, Sihelnik, Slifko, Twyman, Waltman, President - 7
Nays:  None – 0
**H. Bill 68-2018** - Amending the 2018 Position Ordinance Police Department, Administration Division by changing the civilian part-time Administrative Assistant to the Police Chief to a full-time position that can be either a civilian or a Sworn Police Officer from the active personnel roster. *Introduced at the September 24 regular meeting*

Councilor Goodman-Hinnershitz moved, seconded by Councilor Slifko, to enact Bill No. 68-2018.

The acting managing director explained that this position was previously civilianized to a retired Reading Police Sergeant hired as a part-time employee. The Chief would like to return to having a full-time sworn Police Officer in this position. He stated that the officer currently assigned to this position is a Sergeant transferred from the Patrol Division.

Bill No. 68-2018 was enacted by the following vote:

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

*Nays: None – 0*

**I. Bill 69-2018** - amending Chapter 5 of the City Code, Part 301 Powers and Duties of the Mayor regarding the appointment of a temporary or interim managing director. *Introduced at the September 24 regular meeting*

Councilor Slifko moved, seconded by Councilor Twyman, to table Bill No. 69-2018.

Bill No. 69-2018 was tabled by the following vote:

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

*Nays: None – 0*

**J. Bill 70-2018** - amending Chapter 5 of the City Code, Part 803 Department Directors regarding the appointment of acting department directors and temporary managers. *Introduced at the September 24 regular meeting*

Councilor Reed moved, seconded by Councilor Slifko, to table Bill No. 70-2018.

Bill No. 70-2018 was tabled by the following vote:

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

*Nays: None – 0*

**I. Bill 71-2018** - amending the 2018 Self Insurance Fund budget in the amount of $323,198.74 to reflect the proceeds of an insurance claim which will be used to repair roofs on city owned property as a result of hailstorms. *Introduced at the October 8 regular meeting*

Councilor Goodman-Hinnershitz moved, seconded by Councilor Slifko, to enact Bill No. 71-2018.

Bill No. 71-2018 was enacted by the following vote:
10. INTRODUCTION OF NEW ORDINANCES

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

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**RESOLUTIONS**

FROM THE CONSENT AGENDA HEADING

**A. Award of Contract** – for Sodium Hypochlorite 12.5% Bulk to JCI Jones Chemicals Inc. 1765 Ringling Blvd. Sarasota, FL 34236 in the amount of $157,250.00

Councilor Reed moved, seconded by Councilor Slifko, to award the contract for sodium Hypochlorite to JCI Jones Chemicals.

The award of contract was approved by the following vote:

The public works director explained that the need to change the strength of the chlorine used at the WWTP due to the construction project at the plant.

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

**Nays:** None – 0

**C. Award of Contract** – for Audit Services to Herbein & Company, Reading, PA for a three (3) year period for $72,500 per year
Councilor Goodman-Hinnershitz moved, seconded by Councilor Slifko, award the 3 year contract for external auditing services to Herbein & Co.

The contract was approved by the following vote:

The acting managing director and controller explained the RFP and vetting processes used for the external auditing services.

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

COUNCIL COMMENT
Councilor Slifko sent speedy recovery wishes to the mayor’s special assistant Cindy Castner who is scheduled for surgery.

Council President Waltman suggested that the City look at the available services and the amount charged for the use of homeless facilities. Councilor Goodman-Hinnershitz suggested exploring the issue with the Director of the Homeless Coalition.

Council President Waltman reviewed the upcoming meeting schedule.

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
Monday, November 5, 2018

Vice President of Council Slifko called the meeting to order. He announced that the purpose of this meeting is to introduce ordinances requiring consideration by the end of November.

ATTENDANCE
Councilor L. Sihelnik, District 1
Councilor Goodman-Hinnershitz, District 2
Councilor Twyman, District 3
Councilor Marmarou, District 4
Councilor Reed, District 5
Councilor Slifko, District 6
Acting City Solicitor O. Deming
City Clerk Kelleher
Acting Solicitor E. Kraft
AGENDA
Council Vice President Slifko called Council’s attention to the agenda for this meeting, which includes ordinances for introduction that need to be considered by the end of November.

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

ORDINANCES FOR INTRODUCTION

A. Ordinance – authorizing the Mayor to execute documents that will vacate Gregg Avenue between Kenhorst Boulevard and a certain 20-foot-wide alley; and said 20-foot-wide alley, which may include easements or quit claim deeds, as surveyed and described herein.

B. Ordinance – amending Bill 68-2018 regarding the need to maintain a total of four sergeants for the three platoons per shift, plus the traffic sergeant for a total of 13 sergeants in the patrol division.

C. Ordinance – amending the 2018 General Fund Budget Agency Fund in the amount of $25,000.00 to provide funds to pay for expenses of the police K-9 unit

D. Ordinance – amending the 2018 General Fund budget in the amount of $17,000.00 to provide funds to pay for demolitions authorized by the Community Development Department's Building & Trades division.

E. Ordinance – amending the 2018 Agency Fund budget in the amount of $27,695.00 to record public contributions received by the Berks County Community Foundation for the benefit of the police K-9 unit.

The auditor stated that the account numbers in some of the proposed budget amendments require correction prior to their enactment.

PUBLIC COMMENT
Council Vice President Slifko stated that no one was registered to address Council this evening. The public comment period was closed.

Mr. Johnson explained the review process for the request to vacate a portion of Gregg Ave. He described Public Works’ role in the vacation process, consultation with the Law office and the documentation required. He stated that Public Works does not make a recommendation on the proposed vacation.

Council President Slifko inquired about the pros/cons of vacating streets. He requested a presentation on the proposed vacation.
The mayor inquired about how the ordinance to vacate a street moved onto the agenda. Ms. Kelleher stated that this vacation was brought forward via external petition. The mayor questioned if the petition was executed by the required number of people registered to vote in the area. Ms. Kelleher explained that street vacations, by State Statute, can begin through an internal or external process. In this case the vacation was initiated by external parties through a petition. The petition is reviewed internally and the vacation is then considered by Council via ordinance.

Councilor Sihelnik stated that although this area is in District 1 she has had no information about the request to vacate this street.

Acting Solicitor Kraft explained that she has worked with Public Works to make sure the required documents are included with the ordinance to authorize the vacation.

Attorney Masano, representing the petitioner, explained that those eligible to sign a vacation petition are those who own property on the abutting line of the vacation area. In this case there are two (2) property owners and both have signed the petition. She stated that this portion of Gregg Ave. is a dead-end street adjacent to Kenhorst Blvd. She stated that there are no easements of record on this property. She explained that the City’s request for an easement to allow access to underground utilities was agreed to by the petitioners, noting that this area is a greenspace.

The mayor inquired about why the City needs an easement for property that is already City owned. He questioned the value of vacating this property.

Ms. Kraft stated that the remainder of the discussion on this issue is executive session in nature.

Council Vice President Slifko requested a presentation on this issue prior to the November 26th regular meeting.

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

*Respectfully submitted by Linda A. Kelleher CMC, 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.
City of Reading
Resolution No.________2018

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
802(B)(1)(d) Places of Worship 809(B)(1)(y) Places of Worship
803(B)(1)(f) Places of Worship 810(B)(1) Places of Worship*
804(B)(1)(h) Places of Worship 811(B)(1) Places of Worship*
806(B)(1)(g) Places of Worship 812(B)(1)(t) Places of Worship
807(B)(1) Places of Worship* 813(B)(1)(h) Places of Worship
*Sections 807(B)(1), 810(B)(1), and 811(B)(1) do not have lower case outline letters per the current certified edition of the Zoning Ordinance*

**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

Drafted by:   City Clerk/Solicitor
Sponsored/Referred by:   Managing Director
Introduced on:   August 27, 2018
Advertised on:   N/A

BILL NO._______-2018

AN   O R D I N A N C E

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: ________________
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

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.

(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, 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 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;
3. 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
4. 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, 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.

(p) 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;

(q) 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;

(r) 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;

(s) 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;

(t) 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;

(u) 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;

(v) 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;

(w) 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;

(x) 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;

(y) 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

(z) 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.

8.3 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
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 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 a Trustee or 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 his 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: ________________________________  TRUSTEES: ________________________________

_______________________________  _______________________________
Mayor: Name:

_______________________________  _______________________________
President of Council Name:

_______________________________  _______________________________
City Clerk Name:
The Council of the City of Reading hereby ordains as follows:

Section One: Council hereby authorizes amending the 2018 budget by creating the City Facilities Construction Fund. The fund, designated City Facilities Construction Fund 37, will capture allocated funds from the City’s General Fund surpluses and provide designated funding for city facility construction projects.

Section Two: The budgeted funds will be provided by a transfer from the City’s General Fund using portions of annual budget surpluses.

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: ___________
TO: City Council
FROM: Glenn Steckman, Managing Director
PREPARED BY: Don Pottiger, Controller
MEETING DATE: September 10, 2018
AGENDA MEMO DATE: September 5, 2018
RECOMMENDED ACTION: Council approval of payment for the transfer of cash reserves in the General Fund to the City’s Other Post-Employment Benefits Trust Fund to allocate funds restricted for future funding of post-employment benefit liabilities.

RECOMMENDATION:
Administration recommends Council approval of the transfer of cash reserves in the General Fund to the City’s Other Post-Employment Benefits Trust Fund to allocate funds restricted for post-employment benefit liabilities.

BACKGROUND:
In the audited 2016 General Fund audited financial statements, an assignment of fund balance in the amount of $1,000,000 was created to provide funding for future other post-employment benefit liabilities. The trust fund has been created and approved, so the administration is asking the council to transfer these funds into a new bank account and a new fund to preserve the designated purpose established in the 2016 audited financial statements by approving this transfer.

BUDGETARY IMPACT:
These amendments would not impact the 2018 General Fund budget, since this is an allocation of fund balance from the General Fund to the Other Post-Employment Benefits Trust Fund. The net effect would be to reduce the beginning 2018 General Fund’s fund balance by $1,000,000.

PREVIOUS ACTION:
None.

SUBSEQUENT ACTION:
The budget amendment must be approved by Council.

RECOMMENDED BY:
The Managing Director.

RECOMMENDED MOTION:
Approve/deny the ordinance amending the 2018 General Fund budget to approve the transfer of cash reserves in the General Fund to the City’s Other Post-Employment Benefits Trust Fund to allocate funds restricted for future funding of post-employment benefits.
BILL NO. _____-2018

AN ORDINANCE

AMENDING THE 2018 BUDGET ORDINANCE TO AUTHORIZE THE TRANSFER OF FUNDS FROM
THE GENERAL FUND’S CASH ACCOUNT TO FUND THE NEWLY ESTABLISHED CITY OTHER
POST EMPLOYMENT BENEFITS TRUST FUND IN THE AMOUNT OF $1,000,000.

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

Section One: The 2018 Budget Ordinance is hereby amended by changing the ordinance to reflect the transfer of $1,000,000 in cash reserves from the 2016 fund balance designated for the funding of the other post-employment benefits trust fund to the newly established City Other Post-Employment Benefits Trust Fund to provide funds restricted for post-employment benefits liabilities.

Section Two: The funds will be provided from changes in both the General Fund and City Other Post-Employment Benefits Trust Fund budgeted line items attached as Exhibit A.

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
TO: City Council
FROM: Glenn Steckman, Managing Director
       Ralph Johnson, Public Works Director
PREPARED BY: Don Pottiger, Controller
MEETING DATE: July 9, 2018
AGENDA MEMO DATE: July 3, 2018
RECOMMENDED ACTION: Council approval of payment for the transfer of cash reserves in the General Fund to the City Facilities Construction Fund to allocate funds restricted for construction of city facility projects.

RECOMMENDATION:
Administration recommends Council approval of the transfer of cash reserves in the General Fund to the City Facilities Construction Fund to allocate funds restricted for construction of city facilities.

BACKGROUND:
In order to fund for various facility construction projects the city is planning, the administration is asking the council to approve the use of the General Fund’s 2017 surplus in the fund balance to allocate funds.

BUDGETARY IMPACT:
These amendments would not impact the 2018 General Fund budget, since this is an allocation of a prior year surplus in order to fund the newly created fund. The net effect would be to reduce the beginning 2018 General Fund’s fund balance by $4,400,000.

PREVIOUS ACTION:
None.

SUBSEQUENT ACTION:
The budget amendment must be approved by Council.

RECOMMENDED BY:
The Managing Director and Director of Public Works.

RECOMMENDED MOTION:
Approve/deny the ordinance amending the 2018 General Fund budget to approve the transfer of cash reserves in the General Fund to the City Facilities Construction Fund to allocate funds restricted for construction of city facilities.
AN ORDINANCE

AMENDING THE 2018 BUDGET ORDINANCE -TO AUTHORIZE THE TRANSFER OF $2,000,000 FROM THE GENERAL FUND’S 2017 BUDGET SURPLUS TO FUND THE BUDGET FOR THE NEWLY ESTABLISHED CITY FACILITIES CONSTRUCTION FUND IN THE AMOUNT OF $4,400,000.

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

Section One: The 2018 Budget Ordinance is hereby amended by authorizing the transfer of $4,400,000 in 2017 General Fund Surplus Cash Reserves to the newly established City Facilities Construction Fund – Fund 37 - to provide funds restricted for city facilities construction projects.

Section Two: The funds will be provided from changes in both the General fund and City Facilities Construction Fund budgeted line items attached as Exhibit A.

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
AN ORDINANCE AMENDING CHAPTER 5 OF THE CITY CODE, PART 301 POWERS AND DUTIES OF THE MAYOR REGARDING THE APPOINTMENT OF A TEMPORARY OR INTERIM MANAGING DIRECTOR

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

SECTION 1. Amending Chapter 5 of the City Code, Part 301 Powers and Duties of the Mayor regarding the appointment of a temporary or interim Managing Director as follows:

§ 5-301. Power and duties.
The Mayor shall be the Chief Executive Officer of the City of Reading and shall have those powers and duties prescribed by law, the Charter (see § 301, The Mayor), and ordinance and include but not be limited to the following. The Mayor is ultimately responsible to the people of Reading for the administration of the government. This does not mean, however, that the Mayor need perform each activity mentioned below. Rather, the Mayor as the chief executive officer may assign duties as he/she deems necessary.

Editor's Note: Section 301 of the Charter provides:
§ 301. The Mayor.
The executive, administrative and law enforcement powers of the City shall be vested in the Mayor. The Mayor shall control and be accountable for the executive branch of City government, as provided by this Charter.

A. Section 308(a) through (n) of the Charter, "Powers and duties of the Mayor."

Editor's Note: Section 308 of the Charter provides:
§ 308. Powers and duties of the Mayor.
The Mayor shall have the following powers and duties:
(a) Execute, enforce, and obey the ordinances of the City and laws of the Commonwealth of Pennsylvania and the United States of America.
(b) Prepare and present a budget to City Council in accordance with the provisions of this Charter.
(c) Inform City Council and the public each January of the financial and general condition of the City.
(d) Provide Council with all information concerning finances and general conditions of the City as may be requested by Council.
(e) Introduce proposed legislation to Council and make recommendations to City Council concerning the affairs of the City.
(f) Be responsible for the hiring, with the approval of Council, of the City Managing Director.
(g) Direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by the Charter or by law.
(h) Ensure that all laws, provisions of this Charter and acts of City Council, subject to enforcement by the Managing Director, are faithfully executed by the Managing Director.
(i) Be responsible for the establishment and development of administrative policy to be implemented by the Managing Director.
(j) Be present or represented at all public Council meetings. The Mayor may participate in all public discussions but shall have no vote.
(k) Execute all bonds, notes, contracts and written obligations of the City.
(l) Issue subpoenas and compulsory processes, under the Official Seal of the Mayor, for the attendance of such persons and the production of such books and records as deemed necessary by the Mayor, and seek enforcement of such subpoenas by the Court of Common Pleas of Berks County.

(m) Unless otherwise provided, be responsible for the employment of personnel necessary for the effective operation of City government.

(n) Perform such other duties and exercise such other powers as stated in this Charter, by law or ordinance.

B. Section 221 of the Charter, Submission to Mayor and veto power.

C. Section 309 of the Charter, Appointment by the Mayor.

D. Section 310 of the Charter, Removals by Mayor.

E. Section 311 of the Charter, Managing Director.

Editor's Note: Section 311 of the Charter provides:

§ 311. Managing Director.

The Mayor, pursuant to the provisions of this Charter, shall appoint a full-time officer of the City who shall have the title of Managing Director and who shall receive compensation comparable to that received by a person in a position of similar responsibilities.

F. Section 401 of the Charter, Appointment; qualifications; compensation.

Editor's Note: Section 401 of the Charter provides:

§ 401. Appointment; qualifications; compensation.

(a) Within 90 days of taking office, the Mayor, with the approval of City Council, shall appoint a Managing Director for an indefinite term, subject to at least a biennial review, and fix the Managing Director's compensation. The Managing Director need not be a resident of the City at the time of appointment, but after appointment, shall reside in the City. The Managing Director shall establish such City residency within 12 months of being appointed.

(b) Any candidate for Managing Director shall:

(1) Have a master's degree in public administration, business administration, or its equivalent, and have at least three years' experience at an executive or administrative level.

(2) Have a bachelor's degree in public administration, or its equivalent, and have at least five years of experience at an executive or administrative level.

(c) City Council may, by ordinance, establish additional qualifications for the position of Managing Director, prior to advertisement for the hiring of the Managing Director.

(d) In the event that the position of Managing Director cannot be filled by the Mayor, the Mayor may appoint a temporary Managing Director for a period of time not to exceed 90 days. During this period of time, the Mayor shall continue to use all available means to fill the position.

(e) In the event the Mayor has not filled the position of Managing Director within 180 days of taking office, City Council shall, within 90 days thereafter, hire a Managing Director. Any person hired by City Council shall hold the qualifications for said position prescribed by this Charter. The Mayor shall not have the power of veto over any candidate hired by City Council in accordance with the provisions of this Charter.

1. The Mayor shall, within 10 days of the Managing Director position becoming vacant, appoint the City Solicitor as the Interim Managing Director.

2. If the position of Managing Director cannot be filled by the Mayor within 90 days, the Mayor shall select a temporary Managing Director who shall meet the qualifications stated in Charter Section 401b or continue to retain the City Solicitor as the temporary Managing Director.

3. Any appointments of an Interim, Temporary or Acting Managing Director made contrary to the provisions of 1 and 2 above and made prior to the effective date of this ordinance shall be null and void.

G. Section 404(a), (b) of the Charter, Removal.

Editor's Note: Section 404(a) and (b) of the Charter provide:

§ 404. Removal.

(a) The Managing Director may be removed from office by the Mayor at any time, without cause.
(b) At least 15 days prior to the removal from office, the Mayor shall notify the Managing Director and City Council in writing of such removal.

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:

____________________________________
City Clerk
BILL NO. _____-2018

AN ORDINANCE AMENDING CHAPTER 5 OF THE CITY CODE, PART 803 DEPARTMENT DIRECTORS REGARDING THE APPOINTMENT OF ACTING DEPARTMENT DIRECTORS AND TEMPORARY MANAGERS

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

SECTION 1. Amending Chapter 5 of the City Code, Part 803 Department Directors regarding the appointment of Acting Department Directors and Temporary Managers as follows:

§ 5-803. Department directors.
All Department Directors shall be appointed by the Mayor with the approval of Council as stipulated in the Charter. They shall be selected solely on the basis of education, training, experience, professional, executive and administrative abilities pertinent to the function, duties, and operations of their respective departments and as prescribed by law. Department directors, with the exception of the City Solicitor who reports to the Mayor, serve under the Managing Director's direction and supervision.

A. The Managing Director shall appoint acting department directors and temporary managers within 10 days of the date the position becomes vacant. Acting department directors appointed by the Managing Director may serve no more than 180 days. Council may agree to extend said term for additional ninety-day period by resolution upon request by the Mayor and upon satisfactory proof that the Mayor and/or Managing Director have made a diligent effort to recruit and hire a department director. 

B. An acting department director or temporary manager who has been appointed to serve as department director or temporary manager but who fails to be confirmed by vote of Council shall continue to serve as acting director or temporary manager no longer than a period of 30 days from the date of the negative vote by Council, unless Council agrees to extend for ninety-day period(s) as set forth in the preceding subsection.

C. No appointed person shall serve as acting department director or temporary manager unless employed by the City of Reading prior to such appointment or approved by City Council resolution. Council shall, within 30 days, approve the acting director/manager appointment or the appointment shall be deemed approved.

D. Whenever the acting department director or temporary manager is absent due to vacation, illness or injury, the person filling that position shall designate a qualified employee from the existing department staff to head the department until the acting department director or temporary manager returns to duty. (See also Chapter 70, Personnel, § 70-708, Temporary reassignment.)

E. Whenever the department director or manager po
sition is vacant due to removal, resignation, retirement, permanent disability or death, the Managing Director shall appoint a qualified employee from the department to the acting director or temporary manager position, as is required in § 5-401F of this chapter, until such time as the Mayor nominates a replacement to City Council and City Council approves the nomination. (See also Chapter 70, Personnel, § 70-708, Temporary reassignment.)

F. All department directors and managers shall have an annual performance review within 45 days of their anniversary date, or one year after their previous increase date, completed by the Managing Director and reviewed by the Mayor. No director or manager will receive more than one increase per year in any calendar period. The performance evaluations shall be made available for Council members to review. Any salary increase for department directors and managers shall be based on the performance evaluations and the criteria specified in the salary range policies, where applicable, for each position. The Solicitor shall have an annual performance review completed by the Mayor and members of Council. Any salary increase for the Solicitor shall be based on the performance review and the criteria specified in the salary range for the Solicitor position.

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:____________________________________
City Clerk
B I L L  N O._______  2018
AN ORDINANCE

AN ORDINANCE OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, AMENDING
CHAPTER 7 FIRE PREVENTION AND FIRE PROTECTION

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

SECTION 1. Chapter 7, Fire Prevention and Fire Protection, shall be amended per Exhibit “A” as attached hereto.

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

SECTION 3: If any section, subsection, sentence or clause of this ordinance is held, for any reason, to be invalid, such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4: This Ordinance shall become effective in ten (10) days, in accordance with Charter Section 219.

Enacted ________________________, 2018

____________________________________
President of Council

Attest:
________________________________________
City Clerk

Submitted to Mayor: __________________________
Date: __________________________

Received by the Mayor’s Office: __________________________
Date: __________________________

Approved by Mayor: __________________________
Date: __________________________
CHAPTER 7
FIRE PREVENTION AND FIRE PROTECTION

PART 1
FIREWORKS

§7-101.  Supervised Public Displays

§7-102.  Penalty

PART 2

§7-201.  Adoption of the International Fire Code
§7-202.  State Law and Regulations
§7-203.  Provisions to Be Continuation of Existing Regulations
§7-204.  Publication
§7-205.  Title
§7-206.  Enforcement
§7-207.  Amendments

PART 1
FIREWORKS

(1) Section §7-101 Fireworks is amended by adding the following text:


In accordance with Title 5 Health and Safety: Chapter 13A. Fireworks and Explosives, the Fire Marshal, within his/her 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 one million dollars ($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/her agents, employees or subcontractors.


§7-102.  Penalty.

1. Any person, firm or corporation who shall violate any provision of this Part shall, upon conviction thereof, be guilty of a summary offense shall, upon conviction thereof, be sentenced to pay a fine by the district justice 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 Part continues shall constitute a separate
offense.

2. In addition to the above penalties all other actions are hereby reserved, including an action in equity for
the proper enforcement of this Part. The imposition of a fine or penalty for any violation of, or
noncompliance with, this Part 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 noncompliances within a
reasonable time.


PART 2
FIRE PREVENTION CODE

(2) Section §7-201 Adoption of the International Fire Code is amended by deleting and adding the following text:

7-201. Adoption of the International Fire Code.

That a certain document, three copies of which are on file in the office of the City Clerk of City of
Reading, being marked and designated as the International Fire Code, 2015 edition, including Appendix
published by the International Code Council is hereby adopted and incorporated herein by reference in
and is hereby adopted as the City of Reading Fire Prevention Code, in the Commonwealth of
Pennsylvania regulating and governing the safeguarding of life and property from fire and explosion
hazards arising from the storage, handling and use of hazardous substances, materials and devices, and
from conditions hazardous to life or property in the occupancy of buildings and premises as herein
provided; providing for the issuance of permits and collection of fees therefore; and each and all of the
regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City
of Reading are hereby referred to, adopted, and made a part hereof, as if fully set out in this Part, with
the additions, insertions, deletions and changes, if any, prescribed in §7-202 of this Part.


(3) Section §5-302 State Law and Regulations is changed to §7-202.

§5-302 7-202. State Law and Regulations.

In all matters that are regulated by the law of the Commonwealth of Pennsylvania or by regulations of
departments or agencies of the Commonwealth promulgated by authority of law, such laws or
regulations, or other ordinances of the City of Reading, Pennsylvania, as the case may be, shall control
where the requirements thereof are the same as or in excess of the provisions of this Part. This code
shall control in all cases where the State requirements, or the requirements of other ordinances of this
City, are not as strict as those contained in this Part.
7-203. Provisions to Be Continuation of Existing Regulations.

That nothing in this Part or in the Fire Code hereby adopted shall be constructed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance as repealed by this Part; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Part.

7-204. Publication.

That the City Clerk is hereby ordered and directed to cause this Part to be published as required by all applicable statutes, laws, regulations, charters and ordinances.

7-205. Title.

This Part shall be known as the “City of Reading Fire Prevention Code.”

(4) Section 7-206 Enforcement, Section B is amended by adding the following sentence after the last sentence in Section B:

7-206. Enforcement.

Division of Fire Prevention:

A. The Fire Prevention Code shall be enforced by the Department of Fire and Rescue Services - Fire Marshal’s Office/Fire Prevention Division, of the City of Reading.

B. The person in charge of the Fire Marshal’s Office/Fire Prevention Division shall be designated as the Fire Marshal and shall be appointed by the Mayor of the City of Reading with the approval and consent of the Council of the City of Reading, bi-annually. The Fire Marshal shall also be known as the Fire Code Official and any use of the term Fire Code Official in this document shall be synonymous with Fire Marshal.

C. The Fire Chief shall recommend to the Mayor and Council the employment of such assistants as are deemed appropriate to enforce the Fire Prevention Code.

D. The Fire Marshal shall supervise his/her assistants and may detail such assistants to perform such functions as are appropriate or necessary for effective enforcement of the Fire Prevention Code.

E. The Fire Chief shall be the ex-officio in the absence of the Fire Marshal.
F. No person shall in any way obstruct or prevent or attempt to obstruct or prevent the Fire Marshal or his/her designee in the discharge of his/her duties. Violation of this provision shall be considered a summary offense. Any person violating any of the provisions of this Section shall, upon conviction thereof, be sentenced to pay a fine by the district justice 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.

(Ord. 95-2006, 12/11/2006, §7)

7-207. Amendments to the International Fire Code.

The International Fire Code 2015 Edition, is modified and amended in the following respects, and the following amendments, modifications and additions so made are hereby adopted to the same intent and effect as if originally incorporated in that Code.

A. **Chapter 1, Section 101.1, Title,** is amended by deleting the words “name of jurisdiction” and the brackets surrounding that phrase and by substituting in place thereof the words “the City of Reading.”

B. **Chapter 1, Section 104.3 Right of entry,** insert the following sentence after the section title and before the first sentence of Section 104.3:

The **Fire Code Official** may inspect all structures and premises for the purposes of ascertaining and causing to be corrected any conditions liable to cause fire, contribute to the spread of fire, interfere with firefighting operations, endanger life, or any violations of the provisions or intent of this code.

C. **Chapter 1, Subsection 104.7.2 Technical assistance.** Delete Subsection 104.7.2 Technical assistance in its entirety and replace with Subsection 104.7.2 Technical assistance from the International Fire Code, 2015 Edition.

104.7.2 Technical assistance. To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to inspection by the **fire code official,** the **fire code official** is authorized to require the owner or agent to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, and laboratory or fire safety specialty organization acceptable to the **fire code official** and shall analyze the fire safety properties of the design, operation or use of the building or premises and the facilities and appurtenances situated thereon, to recommend necessary changes. The **fire code official** is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.  

D. **Chapter 1, Subsection 104.7.2 Technical assistance,** add Subsection 104.7.2.1 after 104.7.2 to read:

104.7.2.1 **Qualifications for technical opinion, report, or inspection acceptable to the Fire Code Official:** Technical opinion, report, or inspection shall include but not be limited to a minimum 15 years
experience in design, consultation, review, inspection and special inspection of fire protection systems both typical and complex, as well as building construction review and inspection. Qualifications shall include expertise, licensing, and certification in fire protection engineering, electrical engineering, and mechanical engineering, air balancing, and fire dynamics/modeling. Professional affiliation with peer accepted model organizations including but not limited to the International Code Council (ICC) and the National Fire Protection Association (NFPA) and possession of requisite certifications. NFPA Technical Committee representation and/or published and referenced by ICC on matters regarding code compliancy, development, or enforcement. Documented and peer reviewed subject matter expert.

E. Chapter 1, Subsection 105.1.1 Permits required. Delete Subsection 105.1.1 in its entirety and substitute with the following Subsection 105.1.1:

105.1.1 Permits required. Permits required by this code shall be obtained from the Fire Code Official. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the Fire Code Official. A fee for each permit shall be paid in accordance with the fee schedule as is set forth from time to time by Resolution of Council of the City of Reading, Pennsylvania.

F. Chapter 1, Subsection 106.2 Inspections, add Subsection 106.2.3 Notice after Subsection 106.2.2 as follows:

106.2.3 Notice. Notices scheduling inspections shall be mailed via regular mail to the owner at the address of record. Owners receiving notices shall notify tenants of the inspection without delay. If the tenant objects to the inspection, the tenant shall advise the owner who shall so inform the inspector. Nothing in this section shall preclude inspection without notice.

G. Chapter 1, Section 106.2 Inspections, add Subsection 106.2.4 Failure to appear for inspection after new Subsection 106.2.3 as follows:

106.2.4 Failure to appear for inspection. Owner or their representatives who cannot be available at the proposed time and date, shall no less than 24 hours prior to the scheduled inspection provide the Fire Prevention Division written notice of their unavailability. Failure to appear or provide 24 written notice of unavailability will result in the assessment of a Failure to Appear or Reschedule fee as listed in the fee schedule adopted by Resolution of City Council.

H. Chapter 1, Section 108, Board of Appeals, is deleted in its entirety and amended by substituting the following:

I. 108.1 Appeals. Appeals before the City of Reading Building and Fire Code Board of Appeals, henceforth known as the Board, shall be governed by the provisions of this Code and all related amendments and by the rules of procedure.
J. **108.1.1 Background knowledge.** The Board shall become familiar with all other ordinances under which it may be expected to act as well as applicable State statutes such as the Sunshine Law, 65 Pa.C.S. §701 et seq., and Local Agency Law, 2 Pa.C.S. §101 et seq.

K. **108.1.2 Power to change to ordinances.** Nothing herein shall be construed to grant or give to the Board the power or authority to alter or change the building, fire prevention or other related ordinances, which authority is reserved to the Governing Body.

L. **108.1.3 Technical and legal services.** Within the limits of funds appropriated by the Governing Body, the Board may employ or contract for secretaries, clerks, legal counsel, consultants, and other technical and clerical services.

M. **108.1.4 Legal counsel.** The legal counsel to the Board shall be consulted in cases where the powers of the Board are not clearly defined and provide assistance and consultation at hearings and preparation of decisions.

N. **108.1.5 Fees, costs and expenses.** Fees established by resolution of Council for the City of Reading shall be charged for filing an appeal. Appellants shall also be responsible for all costs and expenses arising from the Appeal which exceed in initial fee.

O. **108.2 Chairman and members.** The Board shall annually select one of its members to serve as Chairman. The Chairman shall perform all duties required by law, ordinances and these rules; shall preside at all meetings of the Board; shall decide on all points or order and procedure, subject to these rules, unless directed otherwise by a majority of the Board.

P. **108.2.1 Secretary.** A qualified clerk shall serve as secretary to the Board. The Secretary shall file a detailed record of all proceedings.

Q. **108.2.2 Members.** The Board of Appeals shall consist of seven members appointed by the Mayor and confirmed by the Council of the City of Reading as follows: one for 5 years, one for 4 years, one for 3 years, two for 2 years, and two for 1 year. Thereafter, each new member shall serve for 5 years or until a successor has been appointed. Board may also be the Board of Appeals for the City of Reading established pursuant to the UCC.

R. **108.2.3 Qualifications.** The Board of Appeals shall consist of persons who are qualified by experience and training to rule on matters pertaining to the hazards of fire, explosions, hazardous conditions, or fire protection systems, and are not employed by the City of Reading.

S. **108.2.4 Alternates.** The Mayor shall appoint and the Council of the City of Reading shall confirm two alternate members who shall be called by the Board Chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for Board membership, and shall be appointed for 5 years or until a successor has been appointed.
T. **108.3 Meetings.** The Board shall meet upon notice from the Chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

U. **108.3.1 Public notice.** The Board shall hold all meetings at specified times and places of which public notice shall be given.

(a) All hearings before the Board shall be open to the public.

(b) Public notice of each meeting shall be given in a newspaper of general circulation within the community within 24 hours notice prior to the time of the hearing in accordance with the Pennsylvania Sunshine Act, 65 Pa.C.S. § 701 et seq.

V. **108.3.2 Quorum.** The Board shall modify or reverse the decision of the Fire Code Official by a concurring vote of three members.

W. **108.3.3 Postponement.** When five members are not present to hear an appeal, either the appellant or the appellant’s representative shall have the right to request a postponement of the hearing.

X. **108.3.4 Continuance.** On its own motion, or on approval of requests by applicant, appellants or their authorized agents, the Board may provide for later continuances of cases on which hearings have begun. Such continuances shall be permitted only for good cause, stated in the motion, and, unless time and place is stated, shall require new public notice, with fees paid for by applicants if continuances are at their request or result from their actions. A notice of the place, date and time of the continued hearing shall also be posted prominently at the municipal office where the hearing will be continued.

Y. **108.6 4 Board’s function.** The owner of a structure; the owner's agent; tenants; adjoining property owners; their tenants; or any other person involved in the design, construction, or maintenance of the structure shall have the right to appeal to the Board of Appeals from a decision of the Fire Code Official refusing to grant a modification of this code or of the application of the code.

Z. **108.64.1 Jurisdiction.** The Board shall have exclusive jurisdiction to hear and render final adjudications based on a claim that the true intent of the Fire Prevention Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent form of construction can be used.

AA. **108.64.2 Authority limited.** Nothing herein shall be construed to grant or give to the Board the power or authority to alter or change the Fire Prevention Code, or other related ordinances, which authority is reserved to the Governing Body.
BB. **108.7 5 Initiating action before the board.** All action before the Board shall be initiated by a written application with fee submission for a hearing, which shall be filed with the Fire Code Official within 20 days of the receipt of an order from the Fire Code Official.

CC. **108.75.1 Hearing schedule.** The Board will conduct hearings and make decisions. In no instance will a hearing be scheduled later than 30 days from the date of the applicant’s request for a hearing, unless the applicant has agreed to an extension of time in writing.

DD. **108.8 6 Conduct of hearing.** The hearing shall be conducted by the Board of Appeals and governed by Local Agency Law, 2 Pa.C.S. §101 et seq.

EE. **108.86.1 Order of hearing**

(a) Hearing called to order.

(b) Chairman’s statement of reason for hearing.

(c) Chairman’s statement of parties to hearing.

(d) Identification of other parties who wish to be heard.

(e) Outline of procedures to be followed during hearing.

(f) Determination of standing.

(g) Applicant’s presentation of their case.

   (i) Objectors cross-examine applicant’s witnesses.

   (ii) Board cross-examines applicant’s witnesses.

(g) Objector’s presentation of their case.

   (i) Applicants cross-examine objector’s witnesses.

   (ii) Board cross-examines objector’s witnesses.

(h) Statement of the Fire **Code** Official.

   (i) Applicant’s cross-examination.

   (ii) Objector’s cross-examination.

   (iii) Board’s cross-examination.

(i) Other testimony and evidence.

(j) Rebuttal by applicant.

(k) Rebuttal by objectors.
FF. 108.86.2 Records. The Board shall keep a record of the proceedings. The minutes of the meeting and copies of graphic or written material received in evidence shall be made available to any party at cost by the court reporter, in accordance with Local Agency Law and Right to Know Law, 65 P.S. §66.1 et seq.

GG. 108.86.3 Parties. The parties to the hearing shall be the appellant, municipality, any person affected by the application who has made a timely appearance of record before the Board, and any other person including civic or community organizations permitted to appear by the Board. All persons who wish to be considered parties shall enter appearances in writing on forms provided to the Board for that purpose.

HH. 108.86.4 Representation. All parties shall have the right to be represented by counsel and shall be afforded the opportunity to respond and present evidence and argument, and to cross-examine adverse witnesses on all relevant issues.

(a) For purposes of this subsection, the term “counsel” shall be construed to mean a duly licensed attorney permitted to practice before the Supreme Court of the Commonwealth of Pennsylvania.

(b) Any person other than a duly licensed attorney including, but not limited to, architects, engineers and developers shall present a power of attorney or notarized letter executed by the party stating that the person so appearing before the Board is permitted to do so.

II. 108.86.5 Witnesses. All witnesses shall testify under oath.

JJ. 108.86.6 Evidence. The Board shall not be bound by strict rules of evidence, but it may exclude irrelevant, immaterial, incompetent, or unduly repetitious testimony or evidence. The chairman shall rule on all questions relating to the admissibility of evidence, which may be overruled by a majority of the Board.

KK. 108.86.7 Communication. The Board shall not communicate directly or indirectly, with any party or his/her representative in connection with any issue involved except upon notice and opportunity for all parties to participate, shall not take notice of any communication, reports, staff memoranda, or other materials except advice from the Board’s solicitor, unless the parties are afforded an opportunity to contest the material so noticed and shall not inspect the site or its surroundings after the commencement of the hearings with any party or his/her representative unless all parties are given an opportunity to be present.

LL. 108.9-7 Decisions.

(a) The Board shall render a written decision within 30 days after the last hearing before the Board in accord with Local Agency Law, 2 Pa.C.S. §101 et seq.
(b) The Board shall vote on all matters in public session at the meeting in which evidence is concluded. The Board may deliberate upon any matter in executive session provided that any vote is rendered at a public session within the allotted 30-day time limit.

(c) All matters shall be decided by roll call vote.

(d) The Board shall modify or reverse the decision of the Fire Code Official by a concurring vote of three members.

(e) The decision of the Board shall be by resolution. Certified copies shall be furnished to the appellant and to the Fire Code Official.

(f) No member of the Board shall vote on any matter in which he is personally or financially interested. Said member shall not be counted by the Board in establishing a quorum for such matters.

(g) No member of the Board shall vote on an adjudication of any matter unless he has attended the public hearing thereon.

(h) A copy of the final decision shall be delivered to the applicant personally or mailed to him not later than the day following the date of the decision. The Board shall provide by mail or otherwise, to all other persons who have filed their name and address with the Board, a copy of the decision.

MM. Chapter 1, Section 109.34, Violation penalties, is amended by:

1. Deleting the words “specify offense” and the brackets surrounding that phrase and by inserting in place thereof the word “summary.”

2. Deleting the word “amount” and the brackets surrounding that phrase and by inserting in place thereof “$500 - $1,000.”

3. Deleting the words “number of days” and the brackets surrounding that phrase and by inserting in place thereof “90 days.”

NN. Chapter 1, Section 110.1 General, is amended by adding the following after the first paragraph and before Subsection 110.1.1 as follows:

The Fire Code Official or in his/her absence, the senior on-duty fire chief officer shall order the following dangerous or hazardous conditions or materials to be removed or remedied in accordance with this code:

1. Dangerous conditions which are liable to cause or contribute to the spread of fire in or on said premises, building or structure or adjacent structures or to endanger the occupants thereof.
2. Conditions which would interfere with the efficiency and use of any fire protection equipment.

3. Obstructions to or on fire escapes, stairs, passageways, doors or windows, which are liable to interfere with the egress of occupants or the operation of the fire department in case of fire.

4. Accumulations of dust or waste material in air conditioning or ventilating systems or grease in kitchen or other exhaust ducts.

5. Accumulations of grease on kitchen cooking equipment, or oil, grease or dirt upon, under or around any mechanical equipment.

6. Accumulations of rubbish, waste, paper, boxes, shavings, or other combustible materials, or excessive storage of any combustible material.

7. Hazardous conditions arising from defective or improperly used or installed electrical wiring, equipment or appliances.

8. Hazardous conditions arising from defective or improperly used or installed equipment for handling or using combustible, explosive or otherwise hazardous materials.

9. Dangerous or unlawful amounts of combustible, explosive or otherwise hazardous materials.

10. All equipment, materials, processes or operations which are in violation of the provisions and intent of this code.

OO. Section 110.2 Evacuation. Insert the following language after the word “occupants” that appears at the end of the first sentence: When, in the Fire Code Official's opinion, there is actual and potential danger to the occupants or those in the proximity of any structure or premises because of, but not limited to, unsafe structural conditions, or inadequacy of any means of egress, the presence of explosives, explosive fumes or vapors, or the presence of toxic fumes, gases or materials, the Fire Code Official may order the immediate evacuation of the structure or premises.

PP. Section 110.2.1 Posting. Add Section 110.2.1 as follows: 110.2.1 Posting. The Fire Code Official is authorized to post structures and premises ordered evacuated in accordance with Section 110.2 with a placard prohibiting entry or occupancy.

QQ. Section 110.2.2 Placard removal. Add Section 110.2.2 as follows: 110.2.2 Placard removal. The Fire Code Official shall remove the placard when the unsafe condition or conditions are remedied.
or have been eliminated. Any person who conceals, covers, hides, removes, or causes to be removed, or
defaces a placard without the approval of the Fire Code Official shall be guilty of a summary offense.

RR. Chapter 1, Section 111.4, Failure to comply, is amended by deleting the words “amount” and
“amount” and the brackets surrounding said words and by substituting in place thereof “$500” and
“$1,000,” respectively.

SS. Chapter 1, Section 113.2 Schedule of permit and inspection fees. Delete Section 113.2 in its
entirety and substitute the following:

Schedule of permit and inspection fees. Permit fees assessable by the City for the administration and
enforcement of this Code shall be established by the governing body by resolution from time to time.
The building owner, business operator, tenant, or contractor shall be responsible for all fees.

TT. Chapter 1, Section 114 Certificates of Fitness. Add Section 114 Certificates of Fitness as follows:

Section 114 Certificates of Fitness

114.1 Certificate of fitness. No person shall engage in the following activities without a certificate of
fitness issued by the Fire Code Official. A Certificate of Fitness shall be obtained by all
applicants/vendors (companies or person(s)) for the purposes of conducting any operation or performing
an act for which a Certificate of Fitness is required as set forth below.

114.2 Application. Applicant shall meet the standards and regulations established by the Fire Marshal,
including possession of a Certificate of Insurance covering the work requested, Workmen’s
Compensation for employees as required by Federal, State or local mandated regulations, laws, and
statutes. Additionally, an exhibition of appropriate levels of education, training, certification, and
experience shall be submitted to the Fire Marshal for review and Certificate of Fitness issuance prior to
any work commencing. The applicant and all employees engaging in the specified work shall have a
strong familiarity and understanding of fire protection systems/fire code application for which a
Certificate of Fitness is requested. An application on a form prescribed by the Fire Marshal and a fee as
established by Resolution of City Council of the City of Reading per system, shall be submitted to the
Department of Fire and Rescue Services – Fire Marshal’s Office for review and approval for each
system described herein for which an applicant seeks to obtain a Certificate of Fitness.

114.3 Issuance. Upon approval, a Certificate of Fitness shall be issued and the applicant placed on a list
of approved vendors within the City of Reading, PA authorizing them to perform the type of work
categorized per the approved Certificate of Fitness. Certificates of Fitness shall be valid for one year,
January 1 through December 31 of each calendar year. Certificate holders must reapply each calendar
year, and provide the fee as established by City Council per system for which they seek approval and
listing. Performance of work on a system described below in the City of Reading, PA without a
Certificate of Fitness, shall cause the violator to be precluded from applying for a Certificate of Fitness
for a period of one (1) calendar year, and subject the violator to fines, double fee costs, citations, and additional costs as provided for herein.

114.4 Certificate categories.

CF-101 Automatic fire alarms Installation/service/inspection
CF-102 Sprinkler/standpipe Installation/service/inspection
CF-103 Hood and duct systems Installation/service/inspection
CF-104 Wet, dry, clean agent suppression systems Installation/service/inspection
CF-105 Central stations Retransmission, record keeping/reporting/runner’s service
CF-106 Fire extinguishers Installation/service/inspection
CF-107 Fireworks/pyrotechnics Displays/demonstrations
CF-108 Blasting or demolition operations
CF-109 Other

114.5 Additional categories. The Fire Code Official may require a certificate of fitness for certain processes which pose an unusual risk to the public safety or in cases or as part of the code modification process.

114.6 Fees. Fees for Certificates of fitness shall be in accordance with the Fee Schedule as adopted by the City Council from time to time.

UU. Chapter 3, Section 301.2 Permits. Add the following sentence at the end of the Section 301.2:

No person shall ignite, cause to be ignited, and permit to be ignited or maintain any open burning without first securing a permit from the Fire Code Official.

VV. Chapter 5, Section 506.1, Where required, add the following sentence at the end of the Section 506.1 as follows:

The owner or agent of all new and existing buildings in which fire protection systems are present which were or are required by the City or Pennsylvania law, ordinance, or order, shall provide fire department rapid access Knox Box® key boxes, Knox Box® key switches, Knox Box® pad locks, or other secured boxes as specified by the Fire Code Official, to be installed in a location(s) approved by the Fire Code Official.
WW. Chapter 9, Section 901.1, Scope. Delete Section 901.1 Scope in its entirety and substitute the following:

**901.1 Scope.** The provisions of this chapter shall apply to the maintenance, inspection and testing of all fire protection systems.

XX. Chapter 9, Section 901.2 Construction documents is amended by inserting the words “architectural drawings,” between the words “required” and “construction” in the second sentence.

YY. Chapter 9, Section 901.4.1, Required fire protection systems. Delete the words *International Building Code* from the second line and substitute *City of Reading Codified Ordinance or other law, statute, regulations or rules*.

ZZ. Chapter 9, Section 901.4.2, Nonrequired fire protection systems. Delete the words *International Building Code* from the third and last line of Section 901.4.2 and substitute *City of Reading Codified Ordinances or other law, statute, regulations or rules in both locations; add the following sentence after the last sentence: Nonrequired fire protection systems shall be maintained to function as originally installed. If a nonrequired system is to be reduced in function or discontinued, prior approval shall be obtained by the Fire Code Official.*

AAA. Chapter 9, Section 903.2 Where required. Delete and substitute the following:

**903.2 Where required.** Approved automatic sprinkler systems shall be installed as required by the *City of Reading Codified Ordinances or other law, statute, regulations or rules*.

BBB. Chapter 9, Section 903.2.14, Use Group “B” Business is renumbered 903.2.13. Use Group “B” Business.

**Section 903.2.13, Use Group “B” Business.** Throughout all buildings in use group “B” an automatic fire suppression system shall be provided as follows:

I. When area exceeds 100,000 square feet; or

II. When the total combined area of all floors exceed 100,000 square feet; or

III. When the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.

CCC. Chapter 9, Section 903.4, Sprinkler system supervision and alarms, is amended by adding the following after the last sentence of Section 903.4 and before the Exceptions: All new fire protection systems (manual or automatic fire detection system or suppression system) where required by the City
of Reading, Pennsylvania, State law, ordinance or order shall be connected to an approved central
station service system according to NFPA 72, (2013 edition), §26-3. Any exceptions shall be approved
by the Fire Code and building Official.

DDD. Chapter 9, Section 903.4.1, Monitoring, is amended by deleting Section 903.4.1 and substituting in
place thereof:

903.4.1 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be
automatically transmitted to an approved central station service system according to NFPA 72, (2013
dition), §826-3 any exceptions shall be approved by the Fire Code and building Official.

EEE. Section 904.3.5, Monitoring, is deleted and replaced with the following:

904.3.5 Monitoring. All new fire protection systems (manual or automatic fire detection system or
suppression system) where required by the City of Reading, Pennsylvania, State law, ordinance or
order shall be connected to an approved central station service system according to NFPA 72, 2013

FFF. Chapter 9, Section 905.3 Required installations. Delete the first sentence and substitute the following:

Standpipe systems shall be installed where required by the City of Reading Codified Ordinances or
other law, statute, regulations or rules.

GGG. Chapter 9, Add section 905.12 is follows:

Section 905.12, Standpipe hose valve connections. At each floor level on the stair tower side there
shall be connected to each standpipe not more than 5 feet above the floor level, a 2½-inch hose
connection with Knox Box® a 1½ reducer with chain, locking caps, valves and threads conforming to
the City of Reading Fire Department standards and as specified by the Fire Code Official.

HHH. Chapter 9, Section 907.1 General. Delete the words “installation” from the first sentence of the existing section and insert the following before the first sentence:

Fire alarm and detection systems shall be installed where required by the City of Reading City of
Reading Codified Ordinances or other law, statute, regulations or rules and where required by the City
of Reading, Pennsylvania, State law, ordinance or order shall be connected to an approved central
station service system according to NFPA 72, 2013 edition, §26-3. Any exceptions shall be approved
by the Fire Code Official.

III. Chapter 9, Section 907.2, Where required, is amended by deleting the words “Section 907.2.23”
and substituting in place Section 907.2.26. This Section is amended by adding an additional
paragraph which reads as follows: In all buildings provided with an approved automatic sprinkler system, there shall also be provided a complete manual fire alarm system and an automatic detection system in all mechanical areas and all means of egress in addition to the automatic detection systems required in 907.2.10.1 through and including 907.2.25.

JJJ. Section 907.2.9.1, Group R-2 Detection Systems is renumbered and retitled to read as follows:

907.2.9.4 Group R-2 detection systems - ten or more dwelling units. An automatic fire detection system shall be installed and maintained in mechanical areas and means of egress in all buildings of use group R-2 of ten or more dwelling units.

KKK. Chapter 9, Section 907.3.1.7 Group (R-2) - Existing, is renumbered with language deleted, added or replaced as follows:

907.2.9.4.1 Group (R-2) – Existing. The following smoke alarms and/or fire protection systems shall be installed and maintained in existing R-2 occupancies.

1. EXISTING 3-9 DWELLING UNITS
   a. Common Area. Smoke alarms for all common areas, including hall, corridors, stairways, cellars and basements of buildings, shall be directly hard wired to the buildings power supply and shall be interconnected to cause the operation or an activation of an alarm that shall be clearly audible in all portions of the structure over background noise levels with all intervening doors closed which complies with NFPA 72.
   b. Single and Multiple Station Smoke Alarms Within Dwelling Units. Single and multiple station smoke alarms shall be installed in existing group R-2 occupancies regardless of occupant load in all the following locations:
      1. Outside every sleeping area in the vicinity of the bedrooms.
      2. In each room used for sleeping purposes.
      3. In each story within the dwelling unit including basements and cellars.
   c. Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all the alarms in the dwelling unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.
d. Power Source. Single-station and multiple-station alarms shall receive their primary power from the building wiring and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low.

e. Wiring shall be permanent and without a disconnecting switch other than as required for over current protection.

2. EXISTING 10 TO 21 DWELLING UNITS

a. Common Areas. A complete automatic and manual fire alarm system including notification appliances is required in all common areas as determined by the Fire Code Official.

b. Single and Multiple Station Smoke Alarms Within Dwelling Units. Single and multiple station smoke alarms shall be installed in existing group R-2 occupancies regardless of occupant load in all the following locations:

   1. Outside every sleeping area in the vicinity of the bedrooms.

   2. In each room used for sleeping purposes.

   3. In each story within the dwelling unit including basements and cellars.

d. Interconnection. Where more than one smoke alarm is required to be installed within an individual dwelling unit the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all the alarms in the dwelling unit. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

e. Power Source. Single-station and multiple-station alarms shall receive their primary power from the building wiring and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for over current protection.

3. EXISTING 22 DWELLING UNITS OR MORE

A complete automatic and manual fire alarm system including notification appliances shall be installed throughout the entire structure including dwelling units as determined by the Fire Code Official.

4. EXISTING HIGH RISE BUILDINGS

In buildings with a floor used for human occupancy located more than 65 feet (19812mm) above the lowest level of fire department access, a complete automatic/manual fire alarm system including emergency voice alarm communications shall be installed throughout the entire structure as determined by the Fire Code Official.
Section 907.2.11, Single-Station and Multiple-Station Alarms, applies only to R-1, R-3, and R-4 use groups. (See amended 907.2.9.4 and 907.2.9.4.1 for Use Group R-2).

Chapter 9, Section 907.9.5 Maintenance, inspection and testing is added and renumbered as follows:

907.2.11.8 Single and multiple station smoke alarm inspection and testing:

1. All single- and multiple-station smoke alarm devices shall be tested in accordance with the manufacturer’s instructions, not less than once a month for devices with the primary power supplied by the building electrical service and not less than once a week for devices with the primary power supplied by a monitored battery. All testing shall be conducted by the owner, except as provided for in this section.

2. In the case of tenant occupied properties, every owner shall, at the beginning of the leasehold of a one and two family dwelling, multifamily dwelling, or manufactured home, inspect and test each single- and multiple-station smoke alarm device to insure that each required device is present and in proper working order.

3. In the case of tenant occupied properties, the owner may require the occupant to conduct the weekly/monthly testing as set forth in paragraph (1) above. The owner must then provide the occupant with clear and concise written instructions regarding the weekly/monthly testing and the occupant must be able to perform such testing. The owner must also demonstrate to the occupant the proper testing procedures at the beginning of the leasehold.

4. The occupant shall have the duty and responsibility to notify the owner of any defect(s).

5. The owner shall have the duty and responsibility of remedying any defect after receiving notice of the defect.

6. All single-and multiple-station smoke alarm devices shall be kept in proper working condition at all times and shall be replaced after being in service for a period of ten years or becoming defective/inoperable, whichever comes first.

Section 907.2.12, High Rise Buildings, is renumbered amended by deleting and replaced with the following language:

907.2.13 High rise buildings. Buildings with a floor used for human occupancy located more than 65 feet (19812mm) above the lowest level of fire department access.
NNN. **Section 907.2.12.1, Automatic Detection** is renumbered to read **907.2.13.1.1 Area smoke detection and amended by deleting subsection 1 and replacing with the following:**

1. In each mechanical room/equipment, electrical, transformer, telephone equipment, elevator machine room, elevator lobbies or similar room and stair tower, exits, exit access corridors.

OOO. **Section 907.2.12.3, Fire Department Communication** is renumbered to read: **907.2.13.2 Fire department communication system** and amended by adding “mechanical rooms” *in the ninth sentence between the words fire pump room and areas of refuge.*

PPP. **Section 907.15, Monitoring,** is renumbered and amended to read as follows:

**907.2.13.3, Monitoring.** All new and existing fire protection systems (manual or automatic fire detection or suppression systems) where required by the City of Reading, Pennsylvania, State law, ordinance or order shall be connected to an approved central station service system according to NFPA 72, (2013 edition), §26-3.

QQQ. Add **Section 907.2.24, Height and Area as follows:**

**907.2.24 Height and Area.** In all buildings four or more stories in height or more than 30 feet in height or 5,000 square feet or more in area shall have an automatic fire alarm/detection system installed throughout the building, conforming to NFPA 72.

RRR. Add **Section 907.2.25, Hazardous Areas as follows:**

**907.2.25 Hazardous Areas.** Smoke detectors shall be installed in the following hazardous areas, in addition to a fire suppression system: trash rooms, painting rooms, laundry collection rooms, furnace room, boiler room, mechanical/electrical rooms, and rooms of similar use as determined by the Fire Code Official.

SSS. Add **Section 907.2.26, Sprinklered Buildings, as follows:**

**907.2.26 Sprinklered buildings.** In all buildings provided with approved automatic sprinkler systems, a complete manual fire alarm system and an automatic detection system shall be provided in all means of egress and mechanical rooms in addition to the automatic fire detection systems required in 907.2.10.1 through and including 907.2.25.
TTT. Chapter 9, Section 909.1. Delete the words International Building Code on the fourth line and substitute the words City of Reading Codified Ordinances or other law, statute, regulations or rules.

UUU. Chapter 9, Section 913.4, Valve Supervision, is amended by deleting the entire Section and substituting the following:

913.4 Valve Supervision. Where provided, the fire pump suction, discharge and bypass valves, and the isolation valves on the backflow prevention device or assembly shall be supervised by an approved central station service system according to NFPA 72, (2013 edition), §26-3.

VVV. Chapter 9, Section 914.1 General. Delete the words International Building Code from the third line and substitute the words City of Reading Codified Ordinances or other law, statute, regulations or rules.

WWW. Chapter 10, Section 1030.9, is renumbered as Subsection 1031.10 Overcrowding as follows:

1031.10 Overcrowding. Overcrowding, admittance of any person beyond the approved occupant load established by the City of Reading Building Code or other building code or City ordinance under which the building was constructed, or obstructing aisles, passageways or any part of the means of egress shall not be allowed. The Fire Code Official, upon finding any condition that constitutes a life safety hazard, shall be authorized to cause the event to be stopped until such condition or obstruction is corrected.

XXX Chapter 32, Section 3204.3.6 Location is renumber 5504.3.1.3 with the following language added after the first sentence:

Location, insert (geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited). Locations and limitation as determined by the Fire Code Official.

YYY. Chapter 33, Section 3301.1.3 Fireworks, is renumbered 5601.1.3, and amended by deleting Exception No. 4.

ZZZ. Chapter 34, Section 3404.2.9.4 is renumbered 5704.2.9.5.3, the title amended, and replaced with the following:

Locations Where 5704.2.9.5.3 Aboveground tanks Are Prohibited inside of buildings. Replace (geographic limits in which the storage of Class I and Class II liquids in aboveground tanks inside of buildings is prohibited) with: Locations and limitation of aboveground tanks shall be determined by the Fire Code Official.

AAAA. Chapter 34, Section 3406.2.5.1 is renumbered 5706.2.4.4, the title amended, and replaced with the following:
5704.2.4.4 Locations where aboveground tanks are prohibited. Outside of Buildings, Replace (geographic limits in which the storage of Class I and Class II liquids in aboveground tanks outside of buildings are prohibited) with: Locations and limitations of aboveground tanks shall be determined by Fire Code Official.

BBBB. Chapter 38, Section 3804.2, Maximum capacity within established limits, is renumber 6104.2 and amended by deleting all wording after the word “of” on the fifth line and inserting the following: water capacity of 5 gallons for residential and water capacity of 2,000 gallons for commercial.
AN ORDINANCE AMENDING 1-301 OF THE CITY OF READING CODIFIED ORDINANCES (Compensation of Elected Officials) BY AMENDING THE SALARY RANGE FOR THE CITY AUDITOR.

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

SECTION 1. Section 1-301 of the City of Reading Codified Ordinances (Compensation of Elected Officials) shall be amended to read as follows:

From and after the first Monday of January, 2020, the following salary shall be paid to the hereinafter designated elected official of the City in accordance with the following schedule, provided however, that such salaries shall apply only to such elected officials assuming office on or after the first Monday of January, 2020.

(a) City Auditor - the City Auditor of the City of Reading shall be compensated at an annual salary of;

1. $70,000.00 for the period beginning the first Monday in January, 2020, and ending the first Sunday in January, 2021.
2. $70,700.00 for the period beginning the first Monday in January, 2021, and ending the first Sunday in January, 2022.
3. $71,400.00 for the period beginning on the first Monday in January, 2022, and ending the first Sunday in January, 2023.
4. $72,100.00 for the period beginning the first Monday in January, 2023, and annually for each year thereafter.

SECTION 2. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed including Bill #29-2011 which froze the Mayor’s ($72,600) and City Auditor’s ($57,600) annual compensation at their 2011 rate of pay until the City of Reading is released from ACT 47 by the DCED.

SECTION 3. This Ordinance shall become effective on January 6th, 2020.

Enacted by Council___________, 2018

______________________________________
President of Council

Attest:

__________________________
City Clerk

(LAW DEPT.)

Drafted by: Masano Bradley

Sponsored/Referred by: Petition

Introduced on: Nov 5, 2018
AN ORDINANCE OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA
VACATING GREGG AVENUE BETWEEN KENHORST BOULEVARD AND A CERTAIN 20-FOOT-WIDE ALLEY; AND SAID 20-FOOT-WIDE ALLEY, AS PARTICULARLY SURVEYED AND DESCRIBED HEREIN.

WHEREAS, pursuant to the Third Class City Code, 53 Pa. C.S. § 37918, the Council of the City of Reading ("Counsel"), upon Petition by owners of property abutting the proposed street to be vacated, may, by Ordinance, vacate the street described in said Petition; and

WHEREAS, a Petition to vacate a portion of Gregg Avenue and certain 20-foot-wide alley has been presented to Council on ____________________________, 2018; and

WHEREAS, Gregg Avenue and certain 20-foot-wide alley are located within the City of Reading; and

WHEREAS, upon review of said Petition, Council believes that the vacation of Gregg Avenue between Kenhorst Boulevard and certain 20-foot-wide alley; and said 20-foot-wide alley is in the best interest of the residents of the City of Reading.

BE IT ENACTED AND ORDAINED, by the Council of the City of Reading, Berks County, Pennsylvania ("City") as follows,

Section 1. Pursuant to 53 Pa. C.S. § 37918 of the Third-Class City Code, Council hereby vacates the public road known as Gregg Avenue between Kenhorst Boulevard and certain 20-foot-wide alley; and said 20-foot-wide alley within the City of Reading as particularly surveyed and described herein. A copy of the legal description of Gregg Avenue between Kenhorst Boulevard and a certain 20-foot-wide alley is attached to this Ordinance as Exhibit "A" and incorporated herein by reference.

Section 2. The Mayor of the City of Reading is hereby authorized to execute appropriate quit claim deeds to effectuate this Ordinance in the form of Exhibits "B" and "C" attached hereto, conveying the vacated property to the respective abutting property owners.
Section 3. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. The provisions of this Ordinance are severable and if any provisions, sentence, clause, section or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or entity, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, section or parts of this Ordinance.

Section 5. This Ordinance shall become effective in accordance with applicable law.

ENACTED AND ORDAINED this _____ day of _______________________, 2018.

COUNCIL OF CITY OF READING,
BERKS COUNTY, PENNSYLVANIA

ATTEST:

_________________________________  ___________________________________  
City Clerk      President of Council
EXHIBIT “A”

ALL THAT CERTAIN tract or piece of ground situate on the western side of Kenhorst Boulevard in the City of Reading, Berks County, Pennsylvania, being known as Gregg Avenue, 80 ft. wide, as shown and labeled on the Kendall Park Development Plan, recorded in Plan Book Volume 02, Page 43, and being more fully bounded and described as follows To Wit:

BEGINNING at a point on the western right of way line of Kenhorst Boulevard and the southern right of way line of Gregg Avenue;

Thence leaving Kenhorst Boulevard and along the southern right of way line of Gregg Avenue, South 71 degrees 04 minutes 00 seconds West, 125.00 feet to a point on the eastern side of a 20 ft. wide alley;

Thence leaving Gregg Avenue and along the eastern side of the 20 ft. wide alley, South 18 degrees 56 minutes 00 seconds East, 79.60 feet to a point in line of the Fairview Subdivision;

Thence along lands of same, South 72 degrees 48 minutes 00 seconds West, 20.01 feet to a point on the western side of the 20 ft. wide alley;

Thence along the western side of the 20 ft. wide alley, North 18 degrees 56 minutes 00 seconds West, 79.00 feet to a point on the southern right of way line of Gregg Avenue;

Thence through Gregg Avenue, North 18 degrees 56 minutes 00 seconds West, 80.00 feet to a point on the northern right of way line of Gregg Avenue and the western side of a 20 ft. wide alley;

Thence along the northern right of way line of Gregg Avenue and crossing the 20 ft. wide alley, North 71 degrees 04 minutes 00 seconds East, 145.00 feet to a point on the western right of way line of Kenhorst Boulevard;

Thence along the western right of way line of Kenhorst Boulevard, South 18 degrees 56 minutes 00 seconds East, 80.00 feet to the Place of Beginning.

CONTAINING: 13,186 Square Feet
EXHIBIT “B”
QUIT-CLAIM DEED

This Quit-Claim Deed, Made this ______ day of ____________________, 2018

Between THE CITY OF READING, a municipality organized and existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of 815 Washington Street, Reading, Berks County, Pennsylvania, 19601 (hereinafter referred to as the “Grantor”),

AND

JOHN V. LAMANNA AND THOMAS DOOLEY, CO-PARTNERS, TRADING AS LAMANNA-DOOLEY PARTNERSHIP, a PENNSYLVANIA GENERAL PARTNERSHIP, having an address of 40 N. Kenhorst Boulevard, Reading, Berks County, Pennsylvania, 19607 (hereinafter collectively referred to as the “Grantee”).
Witnesseth, That in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said Grantor has remised, released and quit-claimed and by these presents does hereby remise, release and quit-claim unto the said Grantee, its successors and assigns, forever.

ALL THAT CERTAIN portion of Gregg Avenue and 20 foot wide alley as more fully described on Exhibit “A” attached hereto.

BEING part of Gregg Avenue and 20 foot wide alley vacated by the City of Reading by Ordinance, Bill No. _______, enacted ____________________.

And also all the estate, title, interest, property, claim and demand whatsoever, as well in law as in equity, of the said Grantor of, in or to the above-described premises, and every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with the appurtenances, unto the said Grantee, its successors and assigns, forever.

THIS QUIT-CLAIM DEED is given without consideration for the sole purpose of vacating on behalf of the Grantor the street beds herein described.

In Witness Whereof, the said Grantor, by its duly authorized officers and intending to be legally bound hereby, has executed these presents the day and year first above written.

Sealed and Delivered

In the Presence of:

CITY OF READING

____________________________  BY: ______________________________
<table>
<thead>
<tr>
<th>Witness</th>
<th>Name: Wally Scott</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Title: Mayor</td>
</tr>
</tbody>
</table>
On this _____ day of ______________________, 2018, before me, a notary public, the undersigned officer, personally appeared WALLY SCOTT, who acknowledged himself to be the Mayor of the City of Reading, a municipality, organized and existing under the laws of the Commonwealth of Pennsylvania, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

______________________________
Notary Public

I certify that the address of the Grantee is 40 N. Kenhorst Boulevard, Reading, PA 19607.

For the Grantee: ________________________________
EXHIBIT “A”

PURPART A

ALL THAT CERTAIN tract or piece of ground situate on the western side of Kenhorst Boulevard in the City of Reading, Berks County, Pennsylvania, being known as the southern one-half of Gregg Avenue, 80 ft. wide, as shown and labeled on the Kendall Park Development Plan, recorded in Plan Book Volume 02, Page 43, and being more fully bounded and described as follows To Wit:

BEGINNING at a point on the western right of way line of Kenhorst Boulevard and the southern right of way line of Gregg Avenue;

Thence leaving Kenhorst Boulevard and along the southern right of way line of Gregg Avenue, South 71 degrees 04 minutes 00 seconds West, crossing a 20 ft. wide alley, 145.00 feet to a point on the western side of a 20 ft. wide alley;

Thence through Gregg Avenue, North 18 degrees 56 minutes 00 seconds West, 40.00 feet to a point in the center of Gregg Avenue;

Thence in and along the center of Gregg Avenue, North 71 degrees 04 minutes 00 seconds East, 145.00 feet to a point on the western right of way line of Kenhorst Boulevard;

Thence along the western right of way line of Kenhorst Boulevard, South 18 degrees 56 minutes 00 seconds East, 40.00 feet to the Place of Beginning.

CONTAINING: 5,800 Square Feet

PURPART B

ALL THAT CERTAIN tract or piece of ground situate on the southern side of Gregg Avenue in the City of Reading, Berks County, Pennsylvania, being known as a 20 ft. wide Alley as shown and labeled on the Kendall Park Development Plan, recorded in Plan Book Volume 02, Page 43, and being more fully bounded and described as follows To Wit:

BEGINNING at a point on the southern right of way line of Gregg Avenue and the eastern side of the 20 ft. wide alley, said point being South 71 degrees 04 minutes 00 seconds West, 125.00 feet from the western right of way line of Kenhorst Boulevard;
Thence leaving Gregg Avenue and along the eastern side of the 20 ft. wide alley, South 18 degrees 56 minutes 00 seconds East, 79.60 feet to a point in line of the Fairview Subdivision;

Thence along lands of same, South 72 degrees 48 minutes 00 seconds West, 20.01 feet to a point on the western side of the 20 ft. wide alley;

Thence along the western side of the 20 ft. wide alley, North 18 degrees 56 minutes 00 seconds West, 79.00 feet to a point on the southern right of way line of Gregg Avenue;

Thence along the southern right of way line of Gregg Avenue, North 71 degrees 04 minutes 00 seconds East, 20.00 feet to the Place of Beginning.

CONTAINING: 1,586 Square Feet
EXHIBIT “C”
QUIT-CLAIM DEED

This Quit-Claim Deed, Made this _____ day of ________________, 2018

Between THE CITY OF READING, a municipality organized and existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of 815 Washington Street, Reading, Berks County, Pennsylvania, 19601 (hereinafter referred to as the “Grantor”),
ROBERT J. and TAMARA A. KIRWAN, husband and wife, having an address of 100 N. Kenhorst Boulevard, Reading, Berks County, Pennsylvania, 19607 (hereinafter referred to as the Grantee).

Witnesseth, That in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said Grantor has remised, released and quit-claimed and by these presents does hereby remise, release and quit-claim unto the said Grantee, its successors and assigns, forever.

ALL THAT CERTAIN portion of Gregg Avenue as more fully described on Exhibit “A” attached hereto.

BEING part of Gregg Avenue vacated by the City of Reading by Ordinance, Bill No. ________, enacted ______________________.

And also all the estate, title, interest, property, claim and demand whatsoever, as well in law as in equity, of the said Grantor of, in or to the above-described premises, and every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with the appurtenances, unto the said Grantee, its successors and assigns, forever.

THIS QUIT-CLAIM DEED is given without consideration for the sole purpose of vacating on behalf of the Grantor the street beds herein described.

In Witness Whereof, the said Grantor, by its duly authorized officers and intending to be legally bound hereby, has executed these presents the day and year first above written.

Sealed and Delivered
In the Presence of:
CITY OF READING

Witness

Name: Wally Scott
Title: Mayor
On this ______ day of ______________________, 2018, before me, a notary public, the undersigned officer, personally appeared WALLY SCOTT, who acknowledged himself to be the Mayor of the City of Reading, a municipality, organized and existing under the laws of the Commonwealth of Pennsylvania, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

____________________________________________
Notary Public

I certify that the address of the Grantee is 100 N. Kenhorst Boulevard, Reading, PA 19607.

For the Grantee: ________________________________
Heidi B. Masano, Esquire
MASANO ♦ BRADLEY, LLP
1100 Berkshire Boulevard – Suite 201
Wyomissing, PA 19610
610-372-7700
EXHIBIT “A”

ALL THAT CERTAIN tract or piece of ground situate on the western side of Kenhorst Boulevard in the City of Reading, Berks County, Pennsylvania, being known as the northern one-half of Gregg Avenue, 80 ft. wide, as shown and labeled on the Kendall Park Development Plan, recorded in Plan Book Volume 02, Page 43, and being more fully bounded and described as follows To Wit:

BEGINNING at a point on the western right of way line of Kenhorst Boulevard and the center of Gregg Avenue;

Thence leaving Kenhorst Boulevard and along the center of Gregg Avenue, South 71 degrees 04 minutes 00 seconds West, 145.00 feet to a point;

Thence through Gregg Avenue, North 18 degrees 56 minutes 00 seconds West, 40.00 feet to a point on the northern right of way line of Gregg Avenue and being the western corner of a 20 ft. wide alley;

Thence crossing said alley and along the northern right of way line of Gregg Avenue, North 71 degrees 04 minutes 00 seconds East, 145.00 feet to a point on the western right of way line of Kenhorst Boulevard;

Thence along the western right of way line of Kenhorst Boulevard, South 18 degrees 56 minutes 00 seconds East, 40.00 feet to the Place of Beginning.

CONTAINING: 5,800 Square Feet
Property Address: 100 N. Kenhorst Boulevard  
City of Reading  
Berks County, Pennsylvania  
Parcel Number: Vacated Gregg Avenue - Adjacent to 18530617221313
QUIT-CLAIM DEED

This Quit-Claim Deed, Made this _______ day of ____________________, 2018

Between THE CITY OF READING, a municipality organized and existing under the laws of the Commonwealth of Pennsylvania, having a mailing address of 815 Washington Street, Reading, Berks County, Pennsylvania, 19601 (hereinafter referred to as the “Grantor”),

AND

ROBERT J. KIRWAN, II and TAMARA A. KIRWAN, husband and wife, having an address of 100 N. Kenhorst Boulevard, Reading, Berks County, Pennsylvania, 19607 (hereinafter referred to as the “Grantee”).

Witnesseth, That in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said Grantor has remised, released and quit-claimed and by these presents does hereby remise, release and quit-claim unto the said Grantee, its successors and assigns, forever.

ALL THAT CERTAIN portion of Gregg Avenue as more fully described on Exhibit “A” attached hereto.

BEING part of Gregg Avenue vacated by the City of Reading by Ordinance, Bill No. ________, enacted _____________________.

And also all the estate, title, interest, property, claim and demand whatsoever, as well in law as in equity, of the said Grantor of, in or to the above-described premises, and every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the above-mentioned and described premises, together with the appurtenances, unto the said Grantee, its successors and assigns, forever.
THIS QUIT-CLAIM DEED is given without consideration for the sole purpose of vacating on behalf of the Grantor the street beds herein described.

In Witness Whereof, the said Grantor, by its duly authorized officers and intending to be legally bound hereby, has executed these presents the day and year first above written.

Sealed and Delivered

In the Presence of:

CITY OF READING

___________________________
Witness

___________________________
Name: Wally Scott
    Title: Mayor
STATE OF PENNSYLVANIA 

: ss.

COUNTY OF BERKS 

On this __________ day of ______________________, 2018, before me, a notary public, the undersigned officer, personally appeared WALLY SCOTT, who acknowledged himself to be the Mayor of the City of Reading, a municipality, organized and existing under the laws of the Commonwealth of Pennsylvania, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_______________________________________________
Notary Public

I certify that the address of the Grantee is 100 N. Kenhorst Boulevard, Reading, PA 19607.

For the Grantee: ________________________________
EXHIBIT “A”

ALL THAT CERTAIN tract or piece of ground situate on the western side of Kenhorst Boulevard in the City of Reading, Berks County, Pennsylvania, being known as the northern one-half of Gregg Avenue, 80 ft. wide, as shown and labeled on the Kendall Park Development Plan, recorded in Plan Book Volume 02, Page 43, and being more fully bounded and described as follows To Wit:

BEGINNING at a point on the western right of way line of Kenhorst Boulevard and the center of Gregg Avenue;

Thence leaving Kenhorst Boulevard and along the center of Gregg Avenue, South 71 degrees 04 minutes 00 seconds West, 145.00 feet to a point;

Thence through Gregg Avenue, North 18 degrees 56 minutes 00 seconds West, 40.00 feet to a point on the northern right of way line of Gregg Avenue and being the western corner of a 20 ft. wide alley;

Thence crossing said alley and along the northern right of way line of Gregg Avenue, North 71 degrees 04 minutes 00 seconds East, 145.00 feet to a point on the western right of way line of Kenhorst Boulevard;

Thence along the western right of way line of Kenhorst Boulevard, South 18 degrees 56 minutes 00 seconds East, 40.00 feet to the Place of Beginning.

CONTAINING:  5,800 Square Feet
To the Council of the City of Reading
In Re: Vacation of (i) Gregg Avenue between Kenhorst Boulevard and a Certain 20-Foot-Wide Alley; and (ii) Said 20-Foot-Wide Alley

LADIES AND GENTLEMEN:

River Road DCO, L.L.C, as buyer and equitable owner pursuant to a certain Agreement of Sale, dated July 3, 2018, with John V. LaManna and Thomas Dooley, as seller, and Robert J. Kirwan, Jr, and Tamara A. Kirwan, husband and wife, being the only owners of all abutting property, respectfully petition your honorable body for the passage of an ordinance vacating Gregg Avenue between Kenhorst Boulevard and certain 20-foot-wide alley, as well as said 20-foot-wide alley, as depicted on the plan which is marked Exhibit “A” hereof, and as more fully described on Exhibit “B” hereof.

In the event the City of Reading causes the said portion of Gregg Avenue and 20-foot-wide alley to be vacated, we severally hereby agree to be bound by the terms of the ordinance passed by the Council of the City of Reading authorizing the same.

And we, and each of us, for ourselves, our and each of our heirs, executors, administrators, successors and assigns, hereby request that said street be vacated between Kenhorst Boulevard and a certain 20-foot-wide alley, as well as said 20-foot-wide alley, as depicted on the plan which is marked Exhibit “A” hereof, and as more fully described on Exhibit “B” hereof.

And we, and each of us, for ourselves, our and each of our heirs, executors, administrators, successors and assigns, hereby remise, release, quit claim and forever discharge the said City of Reading, its successors and assigns, of and from all and all manner and kind of damages that may be accrued to it by reason of said vacation by your Council.

[The remainder of this page left intentionally blank]
IN WITNESS WHEREOF and intending to be legally bound hereby, we have set our hand and seal this 17th day of August, 2018.

John V. LaManna

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BERKS

On this 17th day of August, 2018, before me, a notary public, the undersigned officer, personally appeared John V. LaManna, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

[Notary Public Stamp]
IN WITNESS WHEREOF and intending to be legally bound hereby, we have set our hand and seal this 17 day of A ugust, 2018.

Thomas Dooley

COMMONWEALTH OF PENNSYLVANIA : ss.
COUNTY OF BERKS :

On this 17 day of August, 2018, before me, a notary public, the undersigned officer, personally appeared Thomas Dooley, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Notary Public Signature]
SITUATE IN:
CITY OF READING. BERKS COUNTY, PENNSYLVANIA
EXHIBIT "B"

ALL THAT CERTAIN tract or piece of ground situate on the western side of Kenhorst Boulevard in the City of Reading, Berks County, Pennsylvania, being known as Gregg Avenue, 80 ft. wide, as shown and labeled on the Kendall Park Development Plan, recorded in Plan Book Volume 02, Page 43, and being more fully bounded and described as follows To Wit:

BEGINNING at a point on the western right of way line of Kenhorst Boulevard and the southern right of way line of Gregg Avenue;

Thence leaving Kenhorst Boulevard and along the southern right of way line of Gregg Avenue, South 71 degrees 04 minutes 00 seconds West, 125.00 feet to a point on the eastern side of a 20 ft. wide alley;

Thence leaving Gregg Avenue and along the eastern side of the 20 ft. wide alley, South 18 degrees 56 minutes 00 seconds East, 79.60 feet to a point in line of the Fairview Subdivision;

Thence along lands of same, South 72 degrees 48 minutes 00 seconds West, 20.01 feet to a point on the western side of the 20 ft. wide alley;

Thence along the western side of the 20 ft. wide alley, North 18 degrees 56 minutes 00 seconds West, 79.00 feet to a point on the southern right of way line of Gregg Avenue;

Thence through Gregg Avenue, North 18 degrees 56 minutes 00 seconds West, 80.00 feet to a point on the northern right of way line of Gregg Avenue and the western side of a 20 ft. wide alley;

Thence along the northern right of way line of Gregg Avenue and crossing the 20 ft. wide alley, North 71 degrees 04 minutes 00 seconds East, 145.00 feet to a point on the western right of way line of Kenhorst Boulevard;

Thence along the western right of way line of Kenhorst Boulevard, South 18 degrees 56 minutes 00 seconds East, 80.00 feet to the Place of Beginning.

CONTAINING: 13,186 Square Feet
UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AND CONVEYANCE AGREEMENT, made this _____ day of October, 2018 BY AND BETWEEN JOHN V. LAMANNA AND THOMAS DOOLEY, Co-Partners trading as LAMANNA-DOOLEY PARTNERSHIP, a Pennsylvania General Partnership, ("LaManna-Dooley") having a mailing address of 40 North Kenhorst Boulevard, Reading, Pennsylvania, 19607 and ROBERT J. KIRWAN, II AND TAMARA A. KIRWIN, his wife, ("Kirwan") having an address at 100 N. Kenhorst Boulevard, Reading, PA 19607 (LaManna-Dooley and Kirwan collectively known as "Grantors") and
THE CITY OF READING, a Pennsylvania municipal corporation, having an address of 815 Washington Street, Reading, Berks County, Pennsylvania 19601 (“Grantee”);

WITNESSETH, that Grantors for and in consideration of the sum of One Dollar ($1.00) lawful money of the United States of America and other valuable consideration, unto them paid at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain and sell, unto Grantee, its successors and assigns, the free and uninterrupted use, liberty and privilege of use, in and along (a) the easement area within the respective premises owned by Grantors situate in the City of Reading, as more fully described on Exhibit “A” attached hereto and incorporated herein by reference and as depicted on Exhibit “B” attached hereto and incorporated herein by reference; and (b) the easement area within the LaManna-Dooley property known as 1316 Gregg Avenue, as more fully described on Exhibit “C” attached hereto and incorporated herein by reference (collectively, the “Easement”), for the purpose of maintaining and repairing a sanitary sewer line and storm sewer line under and through the Easement; TOGETHER with free ingress, egress and regress to and for the limited purposes of (i) maintenance and repair of said sewer lines to and for the said Grantee, its successors and assigns; (ii) access to that portion of dedicated but unopened Gregg Avenue to the west of that portion of the Easement more fully described on Exhibit “A” for access to Grantee’s property known as “Brookline Playground” more fully described in Deed Book Volume 1075, Page 607, Berks County Records; and (iii) access to the “Lancaster Avenue Storm Trench” located to the south of that portion of the Easement consisting of the former 20 foot wide alley, under and subject to the following:

1. Grantee shall restore any disturbed area to substantially the same condition as existed prior to any repair or maintenance work, including paving, if applicable.

2. Except in the case of an emergency, Grantee shall perform maintenance and repair and access Brookline Playground in a fashion reasonably designed to minimize disruption of Grantors’ activities.

3. Grantors reserve the right to use and enjoy their respective portions of the surface of the Easement, but without the right of Grantors to construct, maintain or permit the construction or maintenance of any building or structure of any kind or nature whatsoever on, or otherwise interfere with or interrupt the use of the Easement.

4. Grantee, its successors and assigns, shall defend, indemnify and hold Grantors, their respective heirs, personal representatives, and assigns, harmless from and against any and all liabilities, including death and personal injury, injury to property, costs and damages, including without limitation reasonable attorney’s fees, that may be occasioned by the activities of Grantee over and, in and through the Easement.

5. Grantee, its successors and assigns, shall have and hold the Easement herein granted to and for its and its use perpetually which shall be deemed a covenant running with the land.

6. The rights and liabilities herein created shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto set their hands and seals the day and year first above written.
GRANTORS:

JOHN V. LAMANNA AND THOMAS DOOLEY,
CO-PARTNERS, TRADING AS LAMANNA-DOOLEY PARTNERSHIP,
A PENNSYLVANIA GENERAL PARTNERSHIP

By: ______________________________
    John V. LaManna

By: ______________________________
    Thomas Dooley
Robert J. Kirwan, II

Tamara A. Kirwan
GRANTEE:

THE CITY OF READING

By: ________________________________

   Wally Scott, Mayor

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BERKS

I, _____________________________, a Notary Public in and for the County and State aforesaid, do hereby certify that ________________, _____________________________ for The City of Reading, Pennsylvania, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act on behalf of The City of Reading, Pennsylvania for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____________ day of ________, 20___.

_______________________________

City Clerk, City of Reading

My Commission Expires:

_______________________________
On this ___ day of ______________, 2018, before me, the undersigned officer, personally appeared John V. LaManna and Thomas Dooley, who acknowledged themselves to be co-partners trading as LaManna-Dooley Partnership, and that they as such partners, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership as such officers.

In Witness Whereof, I hereunto set my hand and official seal.

_____________________________________________
Notary Public
On this ___ day of ______________, 2018, before me, the undersigned officer, personally appeared Robert J. Kirwan, II and Tamara A. Kirwan, adult individuals, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledge that they executed same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

_____________________________________________
Notary Public
EXHIBIT A

ALL THAT CERTAIN tract or piece of ground situate on the western side of Kenhorst Boulevard in the City of Reading, Berks County, Pennsylvania, being known as Gregg Avenue, 80 ft. wide, as shown and labeled on the Kendall Park Development Plan, recorded in Plan Book Volume 02, Page 43, and being more fully bounded and described as follows To Wit:

BEGINNING at a point on the western right of way line of Kenhorst Boulevard and the southern right of way line of Gregg Avenue;

Thence leaving Kenhorst Boulevard and along the southern right of way line of Gregg Avenue, South 71 degrees 04 minutes 00 seconds West, 125.00 feet to a point on the eastern side of a 20 ft. wide alley;

Thence leaving Gregg Avenue and along the eastern side of the 20 ft. wide alley, South 18 degrees 56 minutes 00 seconds East, 79.60 feet to a point in line of the Fairview Subdivision;

Thence along lands of same, South 72 degrees 48 minutes 00 seconds West, 20.01 feet to a point on the western side of the 20 ft. wide alley;

Thence along the western side of the 20 ft. wide alley, North 18 degrees 56 minutes 00 seconds West, 79.00 feet to a point on the southern right of way line of Gregg Avenue;

Thence through Gregg Avenue, North 18 degrees 56 minutes 00 seconds West, 80.00 feet to a point on the northern right of way line of Gregg Avenue and the western side of a 20 ft. wide alley;

Thence along the northern right of way line of Gregg Avenue and crossing the 20 ft. wide alley, North 71 degrees 04 minutes 00 seconds East, 145.00 feet to a point on the western right of way line of Kenhorst Boulevard;

Thence along the western right of way line of Kenhorst Boulevard, South 18 degrees 56 minutes 00 seconds East, 80.00 feet to the Place of Beginning.

CONTAINING: 13,186 Square Feet
EXHIBIT C

ALL THAT CERTAIN lot or parcel of land situate on the South side of Gregg Avenue between McArthur Avenue and Kenhorst Boulevard, being Block 58, Reservation 1, in the City of Reading, Berks County, Pennsylvania, bounded as follows:

On the North by Gregg Avenue;

On the East by a 20 feet wide alley;

On the South by property now or late of Russell S. Detweiler and wife; and

On the West by property now or late of Russell S. Detweiler and wife.
CONTAINING in front along Gregg Avenue 383.17 feet and extending in depth along said 20 feet wide alley 79 feet to a point in and along land of Russell S. Detweiler; thence by the same the two following distances 375.13 feet to a corner and 69.38 feet to a point in the arc; thence along said arc a distance of 16.25 feet.

PARCEL NO. 18530617129058

Drafted by: Managing Director
Sponsored/Referred by: Mayor Scott
Introduced on: November 5, 2018
Advertised on: N/A

BILL NO.____-2018
AN ORDINANCE

AN ORDINANCE AMENDING BILL No 68-2018 WHICH CHANGED THE CIVILIAN PART-TIME ADMINISTRATIVE ASSISTANT TO THE POLICE CHIEF TO A FULL TIME POSTION THAT CAN BE EITHER A CIVILIAN OR A SWORN POLICE OFFICER FROM THE ACTIVE POLICE ROSTER

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

SECTION 1. The full-time position for the City of Reading referenced in Bill No-68-2018 shall be amended to add the following language:

“The Position of Sergeant is hereby created in the Patrol Division such that the total number of patrol sergeants is maintained at four for three of the platoons per shift plus the traffic sergeant for a total of 13 sergeants in patrol.”

SECTION 2. All provisions of Bill 68-2018 shall remain in full force and effect.

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

Enacted__________________, 2018

____________________________________
President of Council

Attest:

____________________________________
City Clerk

Sent to Mayor ______
Date: __________
Signed by Mayor ______
Date: __________
TO: City Council

FROM: Osmer Deming, Acting Managing Director
Andres Dominguez, Chief of Police

PREPARED BY: Don Pottiger, Controller

MEETING DATE: November 5, 2018
AGENDA MEMO DATE: November 2, 2018
RECOMMENDED ACTION: Council approval of a $25,000 Agency Fund budget amendment to fund the payment of invoices for the police K-9 unit from prior year contributions.

RECOMMENDATION:
Administration recommends Council approval of the above changes to the 2018 Agency Fund budget to reflect the use of funds from prior year contributions to be used to pay for 2018 expenses of the police K-9 unit.

BACKGROUND:
The City has received contributions designated for the police K-9 unit in prior years. The K-9 unit has exhausted their 2018 budget and is using unspent contributions from prior years to pay for expenses for the remainder of 2018, if needed.

BUDGETARY IMPACT:
None.

PREVIOUS ACTION:
None.

SUBSEQUENT ACTION:
The budget amendment to be approved by Council.

**RECOMMENDED BY:**
The Acting Managing Director recommends approval.

**RECOMMENDED MOTION:**
Approve/Deny the amendments to the approved 2018 Agency Fund budget to record the use of prior year contributions to pay for 2018 expenses of the police K-9 unit.
BILL NO. _____-2018
AN ORDINANCE
AMENDING THE 2018 GENERAL FUND BUDGET, AGENCY FUND AUTHORIZING AN APPROPRIATIONS TRANSFER WITHIN THE AGENCY FUND IN THE AMOUNT OF $25,000 TO FUND THE PAYMENT OF INVOICES FOR THE POLICE K-9 UNIT FROM PRIOR PUBLIC CONTRIBUTIONS.

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

Section One: Council hereby authorizes amending the 2018 General Fund Budget Agency Fund in the amount of $25,000.00 to provide funds to pay for expenses of the police K-9 unit.

Section Two: The payment will be paid for by the increase in the Agency Fund – Police – K-9 Corps budget line item (31-08-00-4225-000) for the amount of $25,000.00, and the line item will be funded by the decrease in the Agency Fund - Fund Balance budget line item (31-08-00-2990) for the amount of $25,000.00.

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: __________
To: City Council

From: Osmer Deming, Acting Managing Director
Alejandro Palacios, Community Development Director
Adrian Koerner, Building and Trades Division Manager

Prepared By: Don Pottiger, Controller

Meeting Date: November 13, 2018
Agenda Memo Date: November 1, 2018

Recommended Action: Council approval of a $17,000 transfer to provide funds for the payment of demolition invoices authorized by the Community Development Department’s Building & Trades Division.

Recommendation: Administration recommends Council approval of the above changes to the 2018 General Fund budget to provide funds to pay for invoices for demolitions authorized by the Community Development Department’s Building & Trades Division.

Background: The Building & Trades Division has additional demolitions which need to be performed. The original budget has been exhausted and this budget amendment will provide funding to pay for all additional costs through the end of 2018.

Budgetary Impact: None.

Previous Action: None.

Subsequent Action: The budget amendment to be approved by Council.
RECOMMENDED BY:
The Managing Director recommends approval.

RECOMMENDED MOTION:
Approve/Deny the amendments to the approved 2018 General Fund budget to provide funds to pay for additional demolitions authorized by the Community Development Department’s Building & Trades Division.
BILL NO. _____-2018

AN ORDINANCE

AMENDING THE 2018 GENERAL FUND BUDGET ORDINANCE -

AUTHORIZING AN APPROPRIATIONS TRANSFER WITHIN THE GENERAL FUND IN THE AMOUNT OF $17,000 TO FUND THE PAYMENT OF INVOICES FOR DEMOLITIONS AUTHORIZED BY THE COMMUNITY DEVELOPMENT DEPARTMENT’S BUILDING AND TRADES DIVISION.

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

Section One: Council hereby authorizes amending the 2018 General Fund budget in the amount of $17,000.00 to provide funds to pay for demolitions authorized by the Community Development Department’s Building & Trades division.

Section Two: The payment will be paid for by the increase in the General Fund Community Development – Building & Trades Division – Contracted Services budget line item (34-10-38-4216) for the amount of $17,000.00, and the line item will be funded by the decrease in the General Fund Community Development – Building & Trades Division – Rentals budget line item (34-10-38-4203) for the amount of $12,000.00, and a decrease in the General Fund Community Development Department – Building and Trades Division – UCC Education & Training Fees budget line item (34-10-38-4226) for 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
TO: City Council

FROM: Osmer Deming, Acting Managing Director
      Andres Dominguez, Chief of Police

AGENDA MEMO

Finance Department
RECOMMENDED ACTION: Council approval of a $27,695 Agency Fund budget amendment to record a contribution designated for the benefit of the police K-9 unit.

RECOMMENDATION:
Administration recommends Council approval of the above changes to the 2018 Agency Fund budget to record a contribution received from the Berks County Community Foundation designated for the benefit of the police K-9 unit.

BACKGROUND:
The Berks County Community Foundation manages a fund which receives contributions from the public. The contributions are designated to be used to assist in paying expenses of the police K-9 unit. This amendment will budget the receipt of the funds and budget for expenses for the remainder of this year, if needed.

BUDGETARY IMPACT:
None.

PREVIOUS ACTION:
None.

SUBSEQUENT ACTION:
The budget amendment to be approved by Council.

RECOMMENDED BY:
The Acting Managing Director recommends approval.

RECOMMENDED MOTION:
Approve/Deny the amendments to the approved 2018 Agency Fund budget to record the receipt of contributions and to provide funds to pay for expenses of the police K-9 unit.
BILL NO. _____-2018

AN ORDINANCE

AMENDING GENERAL FUND BUDGET AGENCY FUND BY
AUTHORIZING AN APPROPRIATIONS TRANSFER WITHIN THE AGENCY FUND IN THE
AMOUNT OF $27,695 TO RECORD RECEIPT OF 2018 CONTRIBUTIONS FROM THE PUBLIC WHICH
WERE RECEIVED BY THE BERKS COUNTY COMMUNITY FOUNDATION WHICH WERE
DESIGNATED FOR THE BENEFIT OF THE POLICE K-9 UNIT.

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

Section One: Council hereby authorizes amending the 2018 Agency Fund budget in the amount of
$27,695.00 to record public contributions received by the Berks County Community
Foundation for the benefit of the police K-9 unit.

Section Two: The expenditures will be paid for by the increase in the Agency Fund – Police – K-9 Corps
budget line item (31-08-00-4265-000) for the amount of $27,695.00, and the line item will be
funded by the increase in the Agency Fund – Police – Grants & Gifts budget line item (31-08-
00-3554-000) for the amount of $27,695.00.

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: __________
TO: City Council
FROM: Pat Beisswanger, Risk & Safety Coordinator
PREPARED BY: Pat Beisswanger, Risk & Safety Coordinator
MEETING DATE: November 7, 2018
AGENDA MEMO DATE: November 13, 2018

REQUESTED ACTION: To approve two transfers within the 2018 Self Insurance Fund Budget: $50,000 from line item Water/Sewer Main Breaks into line item Incurred Liability Claims; and $200,000 from line item W/C Claims Medical to line item Incurred Liability Claims.

RECOMMENDATION: The Risk & Safety Coordinator is asking Council to approve these transfers within the Self Insurance Fund to cover the deficit currently in the Incurred Liabilities Account.

BACKGROUND: This account is used to pay legal fees for insurance claims in litigation and liability claim payments. Not enough money was budgeted in the Incurred Liability Account in 2018 which resulted in the deficit.

BUDGETARY IMPACT: NONE

PREVIOUS ACTION: NONE

SUBSEQUENT ACTION: NONE

RECOMMENDED BY: Danny Gilmore, Jr., Human Resources Manager and Pat Beisswanger, Risk & Safety Coordinator

RECOMMENDED MOTION: Approve the following transfers within the Self Insurance Fund: transfer $50,000 from line item Water/Sewer Main Breaks, Acct# 52-11-00-4130 to line item Incurred Liabilities, Acct# 52-11-00-4749; and transfer $200,000 from W/C Medical line item Acct# 52-11-27-4751 to Incurred Liabilities line item, Acct# 52-11-00-4749.
AN ORDINANCE AMENDING THE 2018 CITY OF READING SELF INSURANCE FUND BUDGET BY AUTHORIZING THE TRANSFER OF FUNDS FROM LINE ITEMS WITHIN THE SELF INSURANCE FUND BUDGET.

Section 1. Amending the City of Reading 2018 Self Insurance Fund Budget by authorizing two transfers in the Human Resources/Risk & Safety Division to cover deficits in an account in the Risk & Safety Division Self Insurance Fund Budget:

1. Transferring $50,000 from Water/Sewer Main Breaks, Acct # 52-11-00-4130 to the Incurred Liability Claims Acct # 52-11-00-4749; and
2. Transferring $200,000 from W/C Claims Medical, Acct # 52-11-27-4751 to the Incurred Liability Claims Acct # 52-11-00-4749.

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: _________________________
The Community Development Department is asking City Council to pass the resolution at the November 13, 2018 City Council meeting.

BACKGROUND: Additional HOME funding allocated from HUD FY 2018 is un-programmed funds which can be reallocated to fund activities for the purpose of new construction rental activities and homeownership.

BUDGETARY IMPACT: None.

PREVIOUS ACTION: None.

SUBSEQUENT ACTION: None.

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

RECOMMENDED MOTION: To approve a Council Resolution authorizing the Mayor to execute the following amendment to the PY 2016 and PY 2017 (42nd and 43rd CD years January 1, 2016 to December 31, 2016 and January 1 2017 to December 31, 2017) HOME Action Plans to allow $75,000.00 in un-programmed funds from FY 2017 to be allocated to Berks County Non Profit Development Corporation to fund new construction for homeownership at 1408 Meade St. In addition, $140,000 of funds from FY 2016 will be allocated to fund the Barley Square and $250,000 of FY 2016 and FY 2018 will be allocated to fund Gateway West Apartment rental new construction activities.

c: Alex Palacios
RESOLUTION No. _______ 2018

ACTION PLANS FOR THE
HOME INVESTMENT PARTNERSHIP PROGRAM

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

WHEREAS, in FY 2018 additional HOME funds from HUD were allocated, leaving un-programmed; and

WHEREAS, Community Development has received HOME applications for activities for the purpose of new construction for homeownership and rental new construction.

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Reading allows $75,000.00 FY 2017 of un-programmed funds to be allocated to new construction for homeownership at 1406 Gregg Ave, $140,000 FY 2016 of un-programmed funds to be allocated to Barley Square rental new construction, and $250,000 FY 2016 and FY 2018 to be allocated for Gateway West rental new construction.

Adopted by Council _____________________________, 2018

__________________________________
Vice President of Council

Attest:

______________________________
Linda A. Kelleher
City Clerk
RESOLUTION NO._________________

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

That Israel Gonzalez is appointed to the Berks County Convention Center Authority with a term ending August 29, 2020.

Adopted by Council ______________________, 2018

____________________________________
President of Council

Attest:

____________________________________
Linda A. Kelleher
City Clerk
TO: CITY COUNCIL  
FROM: ALEJANDRO PALACIOS, DIRECTOR  
MEETING DATE: NOVEMBER 13, 2018  
AGENDA MEMO DATE: SEPTEMBER 25, 2018  
REQUESTED ACTION: TO APPROVE SUBMISSION OF THE PY2019 (45TH YEAR - JANUARY 1, 2019 TO DECEMBER 31, 2019) ACTION PLAN AND THE PY2019 TO PY2023 FIVE YEAR CONSOLIDATED PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)  

CD is asking City Council to pass the resolution at the November 13, 2018 City Council meeting.

BACKGROUND: The City anticipates receiving approximately $2,604,014 from the CDBG Program, $82,279 in CDBG program income, $1,027,240 from the HOME Program, $77,415.12 in HOME program income, and $217,051.28 from the ESG Program for the fiscal year beginning on January 1, 2019 and ending December 31, 2019. HUD requires the City to expend those funds in accordance with each program’s federal regulations and City policy as detailed in both a five-year Consolidated Plan and a one-year Action Plan. The new Consolidated Plan period runs from January 1, 2019 to December 31, 2023. The Action Plan is the annual budget explaining how the administration intends to spend HUD funds and demonstrate how those expenditures conform to HUD regulations. The plan must be submitted to HUD for review and approval at least forty-five (45) days prior to the beginning of each fiscal year. CD develops the plan based upon requests from City Departments and the general public. CD reviews the requests to determine compatibility with HUD regulations, the Consolidated Plan, and City policy. The plan is advertised and made available for public review and comment for a period of thirty (30) days. CD will present the plan in a formal public hearing. Upon approval by Council, the plan will be sent to HUD for their review and approval.

BUDGETARY IMPACT: None.

PREVIOUS ACTION: None.

SUBSEQUENT ACTION: If approved by Council, the PY2019 (45th year - January 1, 2019 to December 31, 2019) one year Action Plan and the PY2019 to PY2023 five year Consolidated Plan will be submitted to HUD for their review and approval.
RECOMMENDED BY: Community Development Director and Mayor.

RECOMMENDED MOTION: To approve/deny a Council Resolution authorizing submission of the PY2019 (45th year - January 1, 2019 to December 31, 2019) one year Action Plan and the PY2019 to PY2023 five year Consolidated Plan to HUD.

RESOLUTION NO. _____2018

RESOLUTION OF THE COUNCIL OF THE CITY OF READING AUTHORIZING SUBMISSION OF THE
PY2019 ACTION PLAN AND THE PY2019 TO PY2023 CONSOLIDATED PLAN
TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, under 24 CFR Part 91, the U.S. Department of Housing and Urban Development (HUD) outlines the consolidated submissions for community planning and development programs which will serve as: (1) a planning document for the City that builds on a participatory process at the grass roots level, (2) an application for federal funds under HUD's formula grant program, (3) a strategy to be followed in carrying out HUD programs, and (4) an Action Plan that provides a basis for assessing performance;

WHEREAS, the PY2019 to PY2023 five year Consolidated Plan (45th to 49th years - January 1, 2019 to
December 31, 2023) specifies activities the City will undertake to address priority needs and local objectives using formula grant funds and program income the City expects to receive during a five year period;

WHEREAS, the PY2019 (45th year January 1, 2019 to December 31, 2019) Action Plan specifies activities the City will undertake to address priority needs and local objectives using formula grant funds and program income the City expects to receive during the program year;

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF READING THAT:

The PY2019 (45th year January 1, 2019 to December 31, 2019) Action Plan and the PY2019 to PY2023 five year Consolidated Plan are hereby approved.

The Mayor, on behalf of the City of Reading, is authorized and directed to file the application for financial assistance to carry out the housing and community development activities outlined in the plan; and to execute the necessary certifications in connection with the plan and provide such additional information as may be required.

ADOPTED BY COUNCIL ________________________, 2018

________________________________________
PRESIDENT OF COUNCIL

ATTEST:

________________________________________
CITY CLERK
### City of Reading Community Development 2019 Action Plan - CDBG

<table>
<thead>
<tr>
<th>CDBG (Non-Public Services)</th>
<th>Activity Summary</th>
<th>2019 Total Project Costs</th>
<th>2017 AP</th>
<th>2018 AP</th>
<th>2019 Request</th>
<th>2020 Request</th>
</tr>
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<tbody>
<tr>
<td>5th &amp; Penn Building Section 108 Loan Payment</td>
<td>Previous developer is no longer making the Section 108 Loan payments</td>
<td>$ 15,000.00</td>
<td>NA</td>
<td>NA</td>
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<td>6th and Amity Playground Rehab</td>
<td>* Design, apparatus, safety surface, water feature, lighting, furnishings, ADA, fencing</td>
<td>NA</td>
<td>NA</td>
<td>$ 210,000.00</td>
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<td>11th and Pike Fence Replacement</td>
<td>* Perimeter fencing, gates, field house entrance, soccer field</td>
<td>$ 107,000.00</td>
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<td>Abilities In Motion</td>
<td>* Housing ADA Improvements - Did not draw down all of the previous year's funding</td>
<td>$ 30,000.00</td>
<td>$ 30,000.00</td>
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<td>ADA Curb Ramps</td>
<td>* Installation of ADA curb ramps</td>
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<td>Baer Park Playground</td>
<td>* Design, basketball &amp; tennis courts, lighting, furnishings, ADA</td>
<td>NA</td>
<td>NA</td>
<td>$ 200,000.00</td>
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<td>CDBG Administration</td>
<td>Administration costs</td>
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<td>$ 510,320.00</td>
<td>$ 539,000.00</td>
<td>$ 520,800.00</td>
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<td>City Park</td>
<td>* Water spray pad, ADA apparatus, safety surface, lighting</td>
<td>$ 700,000.00</td>
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<td>$ 350,000.00</td>
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<td>Code Enforcement - PMI</td>
<td>Code Enforcement - PMI Inspectors (payroll)</td>
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<td>Code Enforcement - Trades</td>
<td>Code Enforcement - Trades Officials (payroll)</td>
<td>$ 150,000.00</td>
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<td>Actual (Over) or Under Cap</td>
<td>Action Plan (Over) or Under Cap</td>
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<td>2019 CDBG administration cap limit estimate (20%)</td>
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<td>2019 CDBG slum blight cap limit estimate</td>
<td>$637,999.55</td>
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| Non Public Services | $1,108,733.20 | $3,105,400.00 $1,996,666.80 | $2,295,293.40 | Available |
| Total | $2,686,293.56 | $3,931,426.00 $2,686,293.40 | 0.16 | Available |

2019 CDBG Estimate - Congressional Approval Needed: $2,686,293.56
Budgeted Activities: $(2,686,293.40)
Over / Under 2019 total Available Funds: 0.16
Unprogrammed Funds To Be Reprogrammed - Non-admin, non-public service, non-slum blight

Total 2019 CDBG Action Plan Amount: $2,686,293.56

2019 CDBG Amount

2019 Total CDBG entitlement estimate: $2,604,014.00
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<td>2019 CDBG Estimate - Congressional Approval Pending</td>
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<td>2019 NHS Homeownership Program CDBG Income Estimate</td>
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<td>2018 Total CDBG Income (Est. 09/01/2018) - For 2019 Public Services Cap Calculation</td>
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**Notes**

* CDBG annual timeliness test spending rate concern

--- Funding was cancelled by an Action Plan amendment
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<th>Project</th>
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<th>2018 Requested</th>
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<td>600 block Tulpehocken &amp; 400 W. Oley St.</td>
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City-wide Home-ownership assistance (HOP) | $200,000 | $200,000 | $100,000 | $100,000 | $150,000 |
City-wide Loan Loss Support | $0 | $100,000 | $0 | $0 | $0 |
City-wide CHDO Operating support | $30,000 | $30,000 | $30,000 | $30,000 | $50,000 |
City-wide Rental Rehab | $0 | $100,000 | $0 | $0 | $0 |
City-wide Major System Repair Program | $0 | $175,000 | $0 | $0 | $0 |

City-wide Loan Loss Support | $0 | $100,000 | $0 | $0 | $0 |

City-wide Home-ownership assistance (HOP) | $200,000 | $200,000 | $100,000 | $100,000 | $150,000 |
City-wide CHDO Operating support | $30,000 | $30,000 | $30,000 | $30,000 | $50,000 |
City-wide Rental Rehab | $0 | $100,000 | $0 | $0 | $0 |
City-wide Major System Repair Program | $0 | $175,000 | $0 | $0 | $0 |

City-wide CHDO Operating support | $30,000 | $30,000 | $30,000 | $30,000 | $50,000 |
City-wide Rental Rehab | $0 | $100,000 | $0 | $0 | $0 |
City-wide Major System Repair Program | $0 | $175,000 | $0 | $0 | $0 |

City-wide Loan Loss Support | $0 | $100,000 | $0 | $0 | $0 |

City-wide Home-ownership assistance (HOP) | $200,000 | $200,000 | $100,000 | $100,000 | $150,000 |
City-wide CHDO Operating support | $30,000 | $30,000 | $30,000 | $30,000 | $50,000 |
City-wide Rental Rehab | $0 | $100,000 | $0 | $0 | $0 |
City-wide Major System Repair Program | $0 | $175,000 | $0 | $0 | $0 |

City-wide CHDO Operating support | $30,000 | $30,000 | $30,000 | $30,000 | $50,000 |
City-wide Rental Rehab | $0 | $100,000 | $0 | $0 | $0 |
City-wide Major System Repair Program | $0 | $175,000 | $0 | $0 | $0 |

City-wide Loan Loss Support | $0 | $100,000 | $0 | $0 | $0 |

City-wide Home-ownership assistance (HOP) | $200,000 | $200,000 | $100,000 | $100,000 | $150,000 |
City-wide CHDO Operating support | $30,000 | $30,000 | $30,000 | $30,000 | $50,000 |
City-wide Rental Rehab | $0 | $100,000 | $0 | $0 | $0 |
City-wide Major System Repair Program | $0 | $175,000 | $0 | $0 | $0 |

City-wide CHDO Operating support | $30,000 | $30,000 | $30,000 | $30,000 | $50,000 |
City-wide Rental Rehab | $0 | $100,000 | $0 | $0 | $0 |
City-wide Major System Repair Program | $0 | $175,000 | $0 | $0 | $0 |

City-wide Loan Loss Support | $0 | $100,000 | $0 | $0 | $0 |

City-wide Home-ownership assistance (HOP) | $200,000 | $200,000 | $100,000 | $100,000 | $150,000 |
City-wide CHDO Operating support | $30,000 | $30,000 | $30,000 | $30,000 | $50,000 |
City-wide Rental Rehab | $0 | $100,000 | $0 | $0 | $0 |
City-wide Major System Repair Program | $0 | $175,000 | $0 | $0 | $0 |

City-wide CHDO Operating support | $30,000 | $30,000 | $30,000 | $30,000 | $50,000 |
City-wide Rental Rehab | $0 | $100,000 | $0 | $0 | $0 |
City-wide Major System Repair Program | $0 | $175,000 | $0 | $0 | $0 |

City-wide Loan Loss Support | $0 | $100,000 | $0 | $0 | $0 |
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| Disclosure| As part of the Federal HEARTH Act requirements enacted in 2012 for the Emergency Solutions Grant (ESG) Program, the City of Reading is required to consult with a Homeless Continuum of Care (CoC) organization, the Berks Coalition to End Homelessness (BCEH), to determine ESG allocations each year. This process ensures that funding allocation determinations will be made as part of a larger effort to integrate ESG-funded activities into a strategic, community-wide system for preventing and ending homelessness. This process relies on the expertise of agencies that work with homeless and near homeless individuals and families everyday, and therefore know what their needs are. The CoC is comprised of 23 members.