REGULAR MEETING                                     MONDAY, NOVEMBER 26, 2018  
COUNCIL CHAMBERS                        7:00 P.M.  
The Regular Meetings of City Council are filmed and can be viewed LIVE while the meeting is taking place or at your convenience at any time after the meeting on the City’s website at www.ReadingPa.gov, under “Live and Archived Meeting Videos”. All electronic recording devices must be located behind the podium area in Council Chambers and located at the entry door in all other meeting rooms and offices, as per Bill No. 27-2012.

RULES FOR PUBLIC PARTICIPATION AT COUNCIL MEETINGS
The Administrative Code, Section § 5-209 defines public participation at Council meetings.
1. Citizens attending Council meetings are expected to conduct themselves in a responsible and respectful manner that does not disrupt the meeting.
2. Those wishing to have conversations should do so in the hall outside Council Chambers in a low speaking voice.
3. Public comment will occur only during the Public Comment period listed on the agenda at the podium and must be directed to Council as a body and not to any individual Council member or public or elected official in attendance. Clapping, calling out, and/or cheering when a speaker finishes his comments is not permitted.
4. Citizens may not approach the Council tables at any time during the meeting.
5. Any person making threats of any type, personally offensive or impertinent remarks or any person becoming unruly while addressing Council may be called to order by the Presiding Officer and may be barred from speaking, removed from Council Chambers and/or cited.
6. Failure to abide by these regulations could result in your removal from Council Chambers and/or a citation. These regulations are meant to avoid disruptions at the meeting and they are not meant to interfere with public participation.
1. OPENING MATTERS
A. CALL TO ORDER
B. INVOCATION: William Griffis, Community Evangelical Church
C. PLEDGE TO THE FLAG
D. ROLL CALL
E. PURPOSE OF EXECUTIVE SESSION -

2. PROCLAMATIONS AND PRESENTATIONS

- Oath of office to Deputy Chief/EMS Walter Bauer

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 26, 2018
B. MINUTES: Nov 13, 2018 Regular Meeting & Nov 19th Special Meeting
   Affirming the summations of discussion at the COWs held on November 13th, November 19th,

5. Consent Agenda Legislation
A. Award of Contract – for Pendora Park Improvements Project to Purcell Construction, Denver, PA at the total price of $739,500.00
B. Resolution –

6. ADMINISTRATIVE REPORT

7. REPORT FROM OFFICE OF THE AUDITOR

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

9. ORDINANCES FOR FINAL PASSAGE

Pending Legislation

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

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

Pending Legislation for the December 3rd Regular Meeting

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 Introduced at the November 13 regular meeting

Pending Budget Legislation for the Special Meeting on December 10th

Ordinance – 2019 $95M General Fund Budget Introduced at the October 1 special meeting

Ordinance – 2019 Capital Budget Introduced at the October 1 special meeting

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, October 8, Oct 22, and Nov 13 regular meetings

B. 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, October 8, Oct 22, and Nov 13 regular meetings
C. Bill 74-2018 – 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 Introduced at the November 5 special meeting

D. Bill 75-2018 – 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 Introduced at the November 5 special meeting

E. Bill 76-2018 – 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 Introduced at the November 5 special meeting

F. Bill 77-2018 – 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 Introduced at the November 5 special meeting

G. Bill 78-2018 – 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 Introduced at the November 5 special meeting

10. INTRODUCTION OF NEW ORDINANCES

A. Ordinance – authorizing a referendum to amend the Home Rule Charter Section 603 by adding a requirement for Council approval for the removal of any Department Director within 14 days of the receipt of the Mayor’s recommendation for removal

B. Ordinance – authorizing a referendum to amend the Home Rule Charter Section 308 f and 401 a by adding a requirement for Council approval for the removal of the Managing Director within 14 days of the receipt of the Mayor’s recommendation for removal

C. Ordinance – authorizing a $4,000,000 budget transfer from the Fund 54 Proceeds on PennVest Loan line item, to the Fund 54 WWTP Projects Fund, Construction - PennVest line item to cover anticipated construction costs for the Fritz Island WWTP upgrade through the end of 2018.

D. Ordinance – transfer of funds totaling $23,000 from the EMS and Training Divisions to the Suppression Division in the Department of Fire and Rescue Services for fuel for Fire apparatus through the end of 2018

11. RESOLUTIONS

A. Resolution – denying the HARB Appeal for 1032 Madison, as the HARB decision is based on the proper protection of the roof structure and not on the visual appearance of the façade.
B. Award of Contract – for 2018 Construction Paving to Landis C. Deck & Sons, Site Contractors, a division of H&K Group Contractors, Bernville, PA. The total award amount is $2,739,327.62, subject to Penn DOT approval and funded by PennDOT through the City’s Liquid Fuels and CDBG at the following locations:

- North 13th Street from Spring Street north to the City line near Rosemont Ave.
- North 8th Street, from Penn Street north to Spring Street.
- Poplar Street, the 100 block
- Cedar Street, the 100 block
- Washington Street, 1100 block in City Park
- Rose Garden Road, in City Park
- Constitution Boulevard, in City Park
- All ADA curb ramps within these streets and 3 other intersections in the city

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

13. COUNCIL BUSINESS/COMMENTS
Term Limits

14. COUNCIL MEETING SCHEDULE

Monday, November 26
Committee of the Whole – Penn Room – 5 pm
Regular Meeting – Council Chambers – 7 pm

Monday, December 3
Nominations & Appointments Committee – Council Office – 4 pm
Committee of the Whole – Penn Room – 5 pm
Regular Meeting – Council Chambers – 7 pm

Monday, December 10
Special Meeting – Council Chambers – 5 pm

Monday, December 17
Committee of the Whole – Penn Room – 5 pm
Regular Meeting – Council Chambers – 7 pm

Friday, December 21
Special Meeting - if required – Council Chambers – 5 pm

15. BAC AND COMMUNITY GROUP MEETING SCHEDULE
Monday, November 26
DID Authority – 645 Penn St 1st floor – noon

Tuesday, November 27
Environmental Advisory Council – Public Works – noon
Housing Authority Workshop – WC Building – 4 pm
Housing Authority – WC Building – 5 pm
Planning Commission – Penn Room – 6 pm

Wednesday, November 28
Parking Authority – Penn Room – 5:30 pm

Tuesday, December 4
Board of Health – Penn Room – 4 pm
Charter Board – Penn Room – 7 pm

Wednesday, December 5
District 2 Crime Watch – St. Paul’s Lutheran Church – 6:30 pm

Thursday, December 6
Police Civil Service Board – Penn Room – noon

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

Wednesday, December 12
Zoning Hearing Board – Council Chambers – 5:30 pm
Human Relations Commission – HRC office – 6 pm

Thursday, December 13
Police Pension Board – 3rd floor conference room – 9:30 am
Outlet Area Neighborhood Assn – Bill Mill Apts – 6:30 pm

Monday, December 17
Library Board – 113 S 4th St – 4:30 pm

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

The invocation was given by Councilor Goodman-Hinnershitz.

All present pledged to the flag.

The following executive sessions were held: Oct 24th COW re personnel, October 29th COW re litigation and personnel, Nov 5th COW re litigation.

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
Assistant Solicitor F. Lachat
Acting Managing Director O. Deming
City Clerk L. Kelleher

PROCLAMATIONS AND PRESENTATIONS
None

PUBLIC COMMENT
Council President Waltman stated that there are four (4) citizens registered to address Council on non-agenda matters. He inquired if any Councilor objected to suspending the rule requiring non-agenda comment at the end of the meeting. No one objected. Councilor Sihelnik read the public speaking rules that were adopted by Council.

Shelia Perez, Weiser St., deferred her comment time to Evelyn Morrison.

Council President Waltman asked Ms. Morrison to keep her remarks to five (5) minutes.
Evelyn Morrison, of Church St., updated Council on the plan to get the South of Penn 55+ community group back on track. She described the meeting of the group to take action to reform the group. She also presented the City Clerk with a petition executed by 46 qualified City voters to place an agenda item on Council’s next scheduled meeting as per Charter Section 1111 (b).

Ann Marie Wolf, of Reading, spoke about youth activities.

Kerry Kuhn, of Oley, stated that he is a pastor and performs volunteer work at Hope Rescue Mission and with the Berks Homeless Coalition. He noted his hope for the City.

APPROVAL OF THE AGENDA & MINUTES
Council President Waltman called Council’s attention to the agenda for this meeting, the minutes from October 22, 2018 Regular Meeting & November 5, 2018 Special Meeting, and the affirmation of 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. He noted the withdrawal of Bill 69-2018 regarding the acting Managing Director.

Councilor Marmarou moved, seconded by Councilor Twyman, to approve the minutes from the October 22, 2018 Regular Meeting of Council and November 5th Special Meeting, the summations of discussion as listed and the agenda, as amended. The motion was approved unanimously.

Consent Agenda
None.

ADMINISTRATIVE REPORT
The acting managing director stated that the mayor is currently attending a public hearing on the relocation of his former Magisterial District Judge office to the Courthouse. He stated that the mayor authorized him to announce the assignment of Mr. Pottiger to the acting administrative services director position.

AUDITOR’S REPORT
City Auditor Cituk highlighted the report distributed at the meeting, as follows:
- Collection of the Cable Franchise Fee 1997-2018
- Report on the Unemployment Expense 2000-2018
- Collection of the Public Utility Realty Tax 1997-2018

In response to a question, the auditor explained that the formula used to calculate this tax on property owned by utility companies was changed which significantly reduced the amount of revenue for municipalities.
The public utility realty tax (PURTA) is levied against certain entities furnishing utility services regulated by the Pennsylvania Public Utility Commission or a similar regulatory body. The commonwealth imposes this tax on public utility realty in lieu of local real estate taxes and distributes the local realty tax equivalent to local taxing authorities.

The PURTA tax base is the fair market value of utility realty, defined as the assessed value of the realty as adjusted by the common level ratio of the county in which the realty is located.

Public utilities furnishing sewage services and municipal authorities furnishing public utility service are exempt from the tax. Also exempt are easements, pipelines, railroad beds, tracks or other lines, machinery and equipment not affixed to the land. Land and improvements indispensable to the generation of electricity are excluded from the PURTA tax base and the realty tax equivalent, as are certain other property subject to local taxation.

REPORT FROM DEPT. DIRECTORS, BOARDS, AUTHORITIES, & COMMISSIONS
Cathy Curran-Myers presented the Environmental Advisory Council (EAC) annual report for 2017. She stated that the EAC worked on the following projects in 2017:

- Steep Slope Ordinance - complete
- Green Storm Water Infrastructure Initiative, beginning with the Rain Barrel program and other initiatives – in progress
- Address Local Climate Action – in progress
- Provide input on the proposed Comp Plan – in progress
- Perform education and outreach through the BCTV program Our City Our World – in progress

Ms. Curran-Myers described the broad and varied expertise of the EAC members and the expertise by Deputy City Clerk Smith, serving as secretary to the EAC. She also noted the strong support provided by the Public Works and Planning areas.

Councilors Goodman-Hinnershitz and Slifko thanked the EAC for their diligent work since the Board was created.

ORDINANCES FOR FINAL PASSAGE

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Pending Budget Legislation

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| Ordinance – 2019 Capital Budget | Introduced at the October 1 special meeting |
| 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 2, October 8, October 22 regular meetings

Councilor Slifko moved, seconded by Councilor Goodman-Hinnershitz, 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

B. Bill 61-2018 – amending the 2018 budget by creating the City Facilities Construction Fund as Fund 43 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, October 8, October 22 regular meetings

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

The acting managing director explained that this amendment will assign reserve funds - $4M to the proposed fire stations and $400K to the repair of curbs and sidewalks.

Councilor Slifko noted the importance of assigning reserve funds to projects that will benefit the City.

Councilor Goodman-Hinnershitz explained that the administration will need to propose a sidewalk/curb program and have Council approve the expenditure of these funds.

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

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

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 10 regular meeting; Tabled at the September 24, October 8, October 22 regular meetings
Councilor Slifko moved, seconded by Councilor Twyman, to table Bill No. 63-2018.

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

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

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 10 regular meeting; Tabled at the September 24, October 8, October 22 regular meetings*

Councilor Goodman-Hinnershitz moved, seconded by Councilor Reed, to enact Bill No. 64-2018.

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

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

WITHDRAWN DUE TO THE ADVISORY OPINION FROM THE CHARTER BOARD

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 and 22 regular meetings*

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 and 22 regular meetings*

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

Councilor Slifko explained that the Administrative Code currently requires the designation of acting department directors when the position becomes vacant. This amendment simply requires the designation of the acting director to be made within 10 days. He noted that this is similar to the requirement for the managing director position to be appointed within 180 days by the mayor. He stated that the proposed amendment will increase the stability of government operations. He
noted that the Charter Board issued an Advisory Opinion stating that this is not a Charter amendment and is an allowable amendment to the Administrative Code.

Councilor Goodman-Hinnershitz agreed that this amendment is a simple measure to ensure the proper operation of government.

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

**Yeas:** Goodman-Hinnershitz, Marmarou, Reed, Sihelnik, Slifko, Twyman - 6  
**Nays:** Waltman, President – 1

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

Councilor Reed moved, seconded by Councilor Sihelnik, to enact Bill No. 72-2018.

Councilor Slifko explained that this amendment incorporates the changes required by the 2015 International Fire Code, adopted by the State.

**Bill No. 72-2018 was enacted by the following vote:**

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

**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*

Councilor Slifko moved, seconded by Councilor Reed, to table Bill No. 73-2018.

**Bill No. 73-2018 was tabled by the following vote:**

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

10. **INTRODUCTION OF NEW ORDINANCES**

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

RESOLUTIONS


Councilor Slifko moved, seconded by Councilor Goodman-Hinnershitz, to adopt Resolution No. 106-2018.

Councilor Slifko explained that this amendment will move unallocated or remaining CDBG funds to viable projects.

Resolution No. 106-2018 was adopted by the following vote:

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


Councilor Goodman-Hinnershitz moved, seconded by Councilor Sihelnik, to adopt Resolution No. 107-2018.

Councilor Goodman-Hinnershitz explained the careful review process used for the proposed projects and programs in this Action Plan. She suggested revisiting the allocation to the parks and adjust the projects based on priorities and needs.

Councilor Slifko noted that the Action Plan contains over $2M in federal funding for programs and projects. He noted the importance of this funding stream for the City.

Resolution No. 107-2018 was adopted by the following vote:

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

C. Resolution 108-2018 – appointing Israel Gonzalez to the Berks County Convention Center Authority
Councilor Marmarou moved, seconded by Councilor Reed, to adopt Resolution No. 108-2018.

Resolution No. 108-2018 was adopted by the following vote:

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

D. Resolution 109-2018 – authorizing the mayor to sign an electricity agreement for all City Related Operations with the lowest responsible bidder

Councilor Slifko moved, seconded by Councilor Sihelnik, to adopt Resolution No. 109-2018

Councilor Slifko explained that this provides the administration with the ability to obtain the best and lowest electric rate for all City operations. He noted that providing the administration with this flexibility has been provided in the past to obtain the lowest bond interest rates, etc.

Resolution No. 109-2018 was adopted by the following vote:

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

COUNCIL COMMENT
Councilor Reed requested that discussion on the salary increase request by the auditor occur at the COW meeting next Monday, November 19th, followed by a Special Meeting. She voiced her agreement with the auditor’s concern about potential challenges if the increase is not approved by Council six (6) months prior to the primary election scheduled for May 2019.

Councilor Marmarou noted that the upcoming holiday season generally increases the burglary/robbery rate in all municipalities. He urged all to stay aware.

Councilor Goodman-Hinnershitz urged all citizens to stay aware and report activities they become aware of, which is helpful to police.

Councilor Slifko noted the increase of various programs available to all veterans, such as the programs located at the local Hope Rescue Mission.
Councilor Reed noted that citizens have the ability to provide anonymous information to the local Crime Alert by calling 1(877)373-9913 or texting 847411 and starting your message with the word ALERTBERKS + your tip.

Council President Waltman stated that he had some work issues over the past few months that are now resolved, allowing him to reset and reengage. He noted the social issues associated with some crimes.

Council President Waltman reviewed the upcoming meeting schedule.

Councilor Marmarou moved, seconded by Councilor Goodman-Hinnershitz, to adjourn the regular meeting of Council.

Respectfully submitted by Linda A. Kelleher CMC, City Clerk
President of Council Waltman called the meeting to order. He announced that the purpose of this meeting is to consider the ordinance increasing the salary of the elected Auditor.

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
City Auditor D. Cituk
Controller D. Pottiger
Mayor W. Scott

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

AGENDA
Council President Waltman called Council’s attention to the agenda for this meeting.

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

ORDINANCES FOR FINAL PASSAGE
A. 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 & Nov 13 regular meeting

Councilor Goodman-Hinnershitz moved, seconded by Councilor Twyman, to enact Bill No. 73-2018.

Councilor Slifko moved, seconded by Councilor Twyman, to amend Bill No. 73-2018 by setting the salary of the elected Auditor at $63,000 beginning the first Monday in January 2020.
The motion to approve the amendment to Bill No. 73-2018 was approved by the following vote:

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

Bill No. 73-2018, as amended, was enacted by the following vote:

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

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

*Respectfully submitted by Linda A. Kelleher CMC, City Clerk*
TO: City Council
FROM: Tammi Reinhart, Purchasing Coordinator
PREPARED BY: Tammi Reinhart, Purchasing Coordinator
MEETING DATE: November 26, 2018
AGENDA MEMO DATE: November 13, 2018
RECOMMENDED ACTION: Awarding of Contract for the Pendora Park Improvements

RECOMMENDATION
The recommendation is to award the contract for the Pendora Park Improvements Project to Purcell Construction, 560 North Fifth Street, P. O. Box 188, Denver, PA 17517 with total price of $739,500.00.

BACKGROUND
Proposals for this project were received on August 13, 2018. The project entails the upgrade of the playground and water feature.

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

PREVIOUS ACTION
None

SUBSEQUENT ACTION
Formal action by Council is required to award the contract at the November 26, 2018 meeting.

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

RECOMMENDED MOTION
Approve/Deny the recommendation for the Pendora Park Improvements Project in order that the contract may be awarded to Purcell Construction, Denver, PA.
November 13, 2018

To the Mayor
City Hall
Reading, PA

The following bids were opened and scheduled on July 30, 2018, with a Contract to be awarded or the bids rejected.

PENDORA PARK IMPROVEMENTS PROJECT BID

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<tr>
<th>BIDDER</th>
<th>BID PRICE</th>
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<td>3084 Bristol Road $1,180.000.00 Warrington, PA 18976</td>
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<td>4008 Lancaster Pike $852,000.00 Sinking Spring, PA 19608</td>
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<td>PURCELL CONSTRUCTION COMPANY</td>
<td>560 N. 5TH Street / P.O. Box 188 $739,500.00 Denver, PA 17517</td>
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ADD ALTERNATES

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CITY OF READING, PENNSYLVANIA

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
802(B)(1)(d) Places of Worship
803(B)(1)(f) Places of Worship
804(B)(1)(h) Places of Worship
806(B)(1)(g) Places of Worship
807(B)(1) Places of Worship*
808(B)(1)(x) Places of Worship
809(B)(1)(y) Places of Worship
810(B)(1) Places of Worship*
811(B)(1) Places of Worship*
812(B)(1)(t) 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
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: _________________
OTHER POST EMPLOYMENT BENEFITS
TRUST AGREEMENT

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

RECITALS

WHEREAS, the City of Reading is a Third Class City operating under a Home Rule Charter pursuant to the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the City of Reading has employees and former employees who have since retired; and

WHEREAS, the City is contractually obligated to provide certain post-employment benefits other than pensions (hereinafter “OPEB”) to certain employees (hereinafter “Covered Individuals” or “Plan Participants”) hired prior to January 1, 2011 who are eligible participants, eligible employees, eligible retirees, their spouses, dependents and beneficiaries ; and

WHEREAS, the City, has established and maintained a plan in order to provide such post-employment benefits; and

WHEREAS, the City funds the plan in accordance with collective bargaining agreements that have been entered into between the City and unions representing uniformed and non-uniformed employees; and

WHEREAS, the City also funds the plan with respect to some of 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 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 if 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 should enter into this Trust Agreement in order to hold contributions from the City for the irrevocable funding of the City’s OPEB; and

WHEREAS, the City is 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 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 both federal income tax and Pennsylvania taxes pursuant to Section 115 of the Code and Pennsylvania law, respectively; 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 the Code and permitted under the laws of Pennsylvania; and

WHEREAS, 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 the Code and permitted under the laws 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) “OPEB Board” or “OPEB 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 OPEB Board of 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 funded.
(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 who is empowered to manage all or a portion of the investments of the Trust Fund. This Manager has no control or authority over the benefits provided.

(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 the methods by which the City of Reading has historically paid such postemployment health benefits which might include any of the following: 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. The right to such benefits derives either from a collective bargaining agreement (in the case of union employees, spouses, or dependents) or from a City issued policy statement as regards certain non-union management retirees.

(o) “Political Subdivision” means a unit of government within the Commonwealth of Pennsylvania, including a county, municipality, city, town, township, village, local public authority, school district, special district, council of governments, or any other regional or intrastate governmental entity or instrumentality of a local government exclusive of institutions of higher learning and hospitals.

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

(q) “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.

(r) “State” means the Commonwealth of Pennsylvania.

(s) “Trust” or “Trust Fund” means those assets, described in Section 2.1 of this Trust Agreement, held by the OPEB Board at any time pursuant to this Trust Agreement.

(t) “Trust Agreement” has the meaning provided in the Preamble.

(u) “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 this Trust Agreement, any cash received by the OPEB Board, 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 OPEB Board.

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 of the OPEB Board 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 OPEB Board. Any employee of the City 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 OPEB Board delegates a fiduciary duty in writing, the Trustees of the OPEB Board 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 OPEB Board in accordance with this Trust Agreement.

2.8 **Annual Audit**. The City of Reading engages an outside accounting firm to conduct an annual audit and to produce an Independent Auditor’s Report. Each year, the OPEB Board will engage the services of the same accounting firm that the City of Reading uses for the purpose of conducting an annual audit of the Trust. The outside accounting firm will not be paid out of the Trust. Rather, the City of Reading shall pay for this annual audit. The results of such audit shall be provided to all of the Trustees of the OPEB Board.
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 may, but is not required to, contribute to this Trust such funds that are necessary to fund the trust sufficiently. Should the City decide to contribute to this Trust, then the City shall have sole discretion to determine the amount (or amounts) that it decides to contribute.

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 OPEB Board of Trustees, Plan Participant, Covered Individual, 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 OPEB Board of Trustees as provided herein, nor shall any funds revert to the City, the OPEB Board of Trustees, a Plan Participant, a Covered Individual, 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 OPEB Board 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. The OPEB Board 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 OPEB Board 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. OPEB Board 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 OPEB Board 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 OPEB Board 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 OPEB Board 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 OPEB Board agrees to accept contributions to the Trust that are paid to the OPEB Board by the City in accordance with the terms of this Trust Agreement. The OPEB Board 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 OPEB Board. The OPEB Board shall be accountable to the City for the funds remitted to it by the City and shall have a duty to see that such contributions comply with the provisions of the Plan and with any statute, regulation or rule applicable to contribution.

6.3 Disbursements. Subject to Sections 2.1 and 2.4 of this Trust Agreement, the OPEB Board 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 OPEB Board 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 OPEB Board 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 OPEB Board 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 OPEB Board from time to time;

2. Expenses incurred by the OPEB Board 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.
6.4 Other Duties.

(c) **Records.** The OPEB Board 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 OPEB Board 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 OPEB Board.

(e) **Compliance.** The OPEB Board 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 OPEB Board and the City or applicable Commonwealth of Pennsylvania and federal laws.

(f) **Authority to Delegate Duties.** The OPEB Board is 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 OPEB Board is only authorized to delegate investment and asset management duties to an Investment Manager pursuant to the provisions of Article VII. When delegating duties, the OPEB Board shall document the delegation in either (i) a written amendment to this Trust, (ii) OPEB Board minutes or resolutions, or (iii) a separate written agreement with the delegate.

(g) **Liability Limitations.** The OPEB Board and its 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.

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**Article VII**

**Investment of Trust Assets**

7.1 **General Investment Power.** The assets of the Trust shall be invested by the OPEB Board in accordance with Pennsylvania law and the investment policy developed by the City or, to the extent so delegated, the OPEB Board. Except to the extent such duties are specifically delegated to one or more Investment Managers under this Article, the OPEB Board 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 OPEB Board, 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 OPEB Board shall also establish and comply with investment policies for Trust investments. The OPEB Board shall coordinate its investment and funding policies with the Trust’s financial needs.

7.3 **Full Investment Powers.** The OPEB Board 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
7.4 Investment Managers. The provisions in this subsection shall control the appointment and use of Investment Managers, as follows:

(h) Appointment. The OPEB Board 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 OPEB Board 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 OPEB Board 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 OPEB Board deems appropriate under the circumstances. The OPEB Board shall not be responsible for any investment decision made by an Investment Manager unless the OPEB Board actually makes that decision.

(i) OPEB Board Duties. Any investment directions or notifications from an Investment Manager to the OPEB Board may be made orally or in writing, or in such manner as shall be agreed upon between the Investment Manager and the OPEB Board, provided, in the event the Investment Manager gives the OPEB Board 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 OPEB Board’s 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 OPEB Board’s fiduciary responsibilities, the OPEB Board may refuse to execute such instruction or may dispose of such asset or assets, respectively; provided, the OPEB Board shall not be responsible for the acts or omissions of such Investment Manager. In any such case, the OPEB Board 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 OPEB Board shall be responsible for the investment of such assets. If an appointed Investment Manager shall fail to give the OPEB Board 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 OPEB Board 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 OPEB Board.

(l) Termination of Appointment. Upon termination of the appointment of an Investment Manager, the OPEB Board 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 OPEB Board.

(m) Asset Transfer. If the OPEB Board directs an Investment Manager to hold a portion of the assets of the Trust as well as make the investment decisions for such funds, the OPEB Board 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 OPEB Board 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 OPEB Board, and, further, shall file a copy of such books and records and valuations with the OPEB Board on or before such deadlines as the OPEB Board shall reasonably set. The OPEB Board 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 OPEB Board before such deadlines as the OPEB Board 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 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 OPEB Board 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 OPEB Board 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 OPEB Board and without order of, and report to, any court:

(o) Sales. To sell, exchange, convey, transfer, or otherwise dispose of any property held in the Trust, by private contract or at public auction. No person dealing with the OPEB Board shall be bound to see the application of the purchase money or other property delivered to the OPEB Board or to inquire into the validity, expediency, or propriety of any such sale or other disposition.

(p) Purchase of Property. The OPEB Board and the Investment Manager shall not purchase or acquire any ownership interest in any real property, nor shall the OPEB Board sell, mortgage or lease real property related to the operation of the Trust. Likewise, the OPEB Board and Investment Manager shall not purchase or acquire any interest in any investment whose primary purpose is the ownership of real property.

(q) Retention of Cash. To hold cash without interest in such amounts as may be in their opinion reasonable for the proper operation of the Trust;
Exercise of Owner’s Rights. To give general or special proxies or powers of attorney with or without power of substitution with respect to any corporate stock or other security; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, consent to, or otherwise participate in reorganizations or other changes affecting any stock, bond, note or other property, and to delegate discretionary powers and pay any assessments or charges in connection therewith, and generally to exercise any of the powers of an owner, including voting rights, with respect to any stock, bond, note or other property held as part of the Trust;

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

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

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

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

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

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

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

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

Appointment of Custodian. To appoint a custodian to safeguard the assets of the Trust. The City hereby authorizes and directs the OPEB Board 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 OPEB Board on behalf of the Trust.

8.3 Standard of Care. The OPEB Board 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. Neither the OPEB Board nor its Trustees shall be required to make any inventory or appraisal or report to any court or to secure any order of any court for the exercise of any power herein contained.

9.2 Accounting. The OPEB Board 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 OPEB Board 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 OPEB Board relating to the Trust and the OPEB Board's performance hereunder.

9.4 Action of the OPEB Board. A majority of the Trustees of the OPEB Board 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 OPEB Board 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 OPEB Board shall keep minutes of its 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 OPEB Board shall be made up of the following Trustees:
(a) a currently employed City of Reading employee who must be a Certified Public Accountant, unless there are not currently employed CPAs. This person shall be appointed to the OPEB Board by the Mayor; (b) the Managing Director the City of Reading; (c) the Director of Administrative Services; (d) a member of City Council who shall be appointed by a majority vote of City Council; and (e) a retired employee who shall be appointed by the Mayor. For purposes of this paragraph, in the event that the position of Managing Director or Director of Administrative Services is vacant, then the Mayor may appoint any city employee as an interim Trustee of the OPEB Board until the vacancy is filled. The OPEB Board shall, by majority vote, designate a Chair. The OPEB Board shall meet at least twice a year with dates to be determined by the OPEB Board or shall meet as often as reasonably necessary as determined by a majority of the OPEB Board.

10.2 Term. Each Trustee shall serve as Trustee until such time as the Trustee resigns or is removed by
10.3 Compensation Trustees shall not receive any compensation for their services rendered as Trustees.

Article XI

Miscellaneous Provisions

11.1 Taxes.

(bb) Until advised to the contrary by the City, the OPEB Board shall consider the Trust to be exempt from federal, state, local and foreign income taxes. However, if the OPEB Board has reason to believe that such exemption does not or ceases to apply, the OPEB Board shall notify the City of its belief, in writing. The OPEB Board 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.

(cc) The OPEB Board 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 the OPEB Board within thirty (30) days of notification. If the OPEB Board does not receive written instructions within thirty (30) days of notification, the OPEB Board 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 OPEB Board, 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 OPEB Board 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
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 OPEB Board is 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 OPEB Board 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.

Article XIII
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 OPEB Board or the City or any right to benefits under the Plan, except as may otherwise be expressly provided in the Plan or in this Trust Agreement.

Article XIV
Protective Clause

15.1 Insured Benefits. Neither the City nor the OPEB Board 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 OPEB Board have caused this Trust Agreement to be signed by their duly authorized officers or representatives on this _____ day of November 2018.

CITY:

_____________________________
Mayor:

_____________________________
President of Council

_____________________________
City Clerk

OPEB BOARD OF TRUSTEES:

_____________________________
Name:

_____________________________
Name:

_____________________________
Name:

_____________________________
Name:
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
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 HEREBIN.

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
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>
STATE OF PENNSYLVANIA : 
COUNTY OF BERKS : ss.

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: ________________________________
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: _________________________________
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
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
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: ________________________________
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
IN WITNESS WHEREOF and intending to be legally bound hereby, we have set our hand and seal this 17 day of August, 2018.

Thomas Dooley

COMMONWEALTH OF PENNSYLVANIA:
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

Commonwealth of Pennsylvania
Notary Seal
Barbara A Smith, Notary Public
Berks County
My commission expires September 21, 2021
Commission number 1320541
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
[signature page follows]

____________________________________
Robert J. Kirwan, II

____________________________________
Tamara A. Kirwan
[signature page follows]
GRANTEE:

THE CITY OF READING

By: ____________________________________________

Wally Scott, Mayor

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]
GRANTEE ACKNOWLEDGMENT

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
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
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
AN ORDINANCE AMENDING BILL No 68-2018 WHICH CHANGED 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 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: ___________
Vetoed by Mayor: ________
Date: ___________
Over-ridden by Council:
Date: ___________
AGENDA MEMO
Finance Department

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
AGENDA MEMO
Finance Department

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 $27,695 Agency Fund budget amendment to record a
collection 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
collection 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.

Drafted by: Controller
Sponsored/Referred by: Acting Man Dir
Introduced on: Nov 5, 2018
Advertised on: N/A

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
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

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: ________________________
AN ORDINANCE DIRECTING THE BERKS COUNTY BOARD OF ELECTIONS TO PLACE A REFERENDUM QUESTION BEFORE CITY VOTERS ON THE 2019 PRIMARY BALLOT WHICH WOULD AMEND THE CITY OF READING HOME RULE CHARTER BY REQUIRING COUNCIL APPROVAL FOR THE REMOVAL OF DEPARTMENT DIRECTORS.

WHEREAS, Section 603 of the City of Reading Home Rule Charter requires Council approval of the Mayor’s appointment of Department Directors and provides the Mayor with the sole power to remove any Department Director.

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

SECTION 1. Directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2019 primary ballot:

Home Rule Charter Section 603 – Heads of departments, offices and agencies

“Shall Section 603 of the Reading City Charter be amended to require Council approval for the removal of any Department Director within 14 days of the receipt of the Mayor’s recommendation for removal?”

Simple Explanation

Those who drafted the City of Reading Home Rule Charter envisioned attracting professional management who would succeed over several administrations which would provide an incoming Mayor with an experienced team. Instead the City has experienced a great deal of turnover in the Department Director positions resulting in difficulty attracting qualified candidates to fill these important positions. Requiring Council approval for the termination of Department Directors will improve the stabilization of professional management, as it will prevent arbitrary and at will terminations.

Section 2. In the proposed amendment, the language of Charter Section 603 shall be deleted and replaced as follows:
Section 603. Heads of Departments, Offices, and Agencies.

(a) Appointment. Except as otherwise provided by this Charter, the Mayor shall appoint and remove the head of any department office, and agency, subject to approval by a majority of Council. An appointment shall not be effective unless Council by resolution confirms it or fails to reject it within 60 days after the appointment. The appointee shall serve unless rejected by City Council or until removal from office, whichever is sooner.

(b) Removal. The Mayor shall have the power at any time to remove the head of any department, office, or agency immediately under the Managing Director's direction and supervision, but only with the approval of a majority of Council. The Mayor shall notify the Managing Director and Council in writing of the recommended removal and the reasons therefore, and Council shall within 14 days of the receipt of the Mayor's recommendation vote to approve or disapprove.

SECTION 3. This ordinance shall become effective ten (10) days after it's adoption, in accordance with Section 221 of the City of Reading Home Rule Charter.

Enacted __________, 2019

_________________________
President of Council

Attest:

______________________
City Clerk

Submitted to Mayor: __________
Date: ________________
Received by Mayor’s Office: _____
Date: ________________
Approved by Mayor: ______________
Date: ________________
Vetoed by Mayor: ______________
Date: ________________
AN ORDINANCE DIRECTING THE BERKS COUNTY BOARD OF ELECTIONS TO PLACE A REFERENDUM QUESTION BEFORE CITY VOTERS ON THE 2019 PRIMARY BALLOT WHICH WOULD AMEND THE CITY OF READING HOME RULE CHARTER BY REQUIRING COUNCIL APPROVAL FOR THE REMOVAL OF THE MANAGING DIRECTOR.

WHEREAS, Section 308 (f) of the City of Reading Home Rule Charter requiring the Mayor to appoint the Managing Director with the approval of Council; and

WHEREAS, Section 401(a) of the Home Rule Charter requiring the Mayor to appoint the Managing Director with the approval of Council.

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

SECTION 1. Directing the Berks County Board of Elections to place the following referendum question to voters of the City of Reading on the 2019 primary ballot:

**Home Rule Charter Section 308 (f) – Powers and Duties of the Mayor; and Home Rule Charter Section 401 (a) – Appointment, qualification and compensation**

“Shall Section 308 (f) and Section 401 (1) of the Reading City Charter be amended to require Council approval for the removal of the Managing Director within 14 days of the receipt of the Mayor’s recommendation for removal?

**Simple Explanation**
Those who drafted the City of Reading Home Rule Charter envisioned attracting professional management who would succeed over several administrations. Instead, the City has experienced a great deal of turnover in this top management position and in recent years has had difficulty attracting qualified candidates to fill the Managing Director position. Requiring Council approval for the termination of the Managing Director will improve the stabilization of professional management, as it will prevent arbitrary and at will terminations.
Section 2. In the proposed amendment, the language of Charter Section 404(a) and 404(b) shall be deleted and replaced as follows:

"Section 404. Removal

(a) The Managing Director may be removed from office by the Mayor at any time, with or without cause, but only with the consent of a majority of Council. The Mayor shall notify the Managing Director and Council in writing of the recommended removal and the reasons therefore, and Council shall within 14 days of the receipt of the Mayor's recommendation vote to approve or disapprove.

(b) Nothing herein shall prohibit the Mayor from placing the Managing Director on administrative leave for a period not to exceed 14 days, but only for cause shown."

SECTION 3. This ordinance shall become effective ten (10) days after it’s adoption, in accordance with Section 221 of the City of Reading Home Rule Charter.

Enacted __________, 2019

________________________________________
President of Council

Attest:

______________________________
City Clerk

Submitted to Mayor: _____________
Date: ___________________________
Received by Mayor’s Office: ______
Date: ___________________________
Approved by Mayor: _______________
Date: ___________________________
Vetoed by Mayor: _________________
Date: ___________________________
TO: City Council
FROM: Osmer Deming, Acting Managing Director

PREPARED BY: Ralph Johnson, Public Works Director
Fred Eddinger, Manager, Utilities and Engineering

MEETING DATE: November 26, 2018
AGENDA MEMO DATE: November 19, 2018
RECOMMENDED ACTION: Approve appropriation transfer for WWTP Construction

RECOMMENDATION:
The Administration recommends Council to approve a $4,000,000 budget transfer from the Fund 54 Proceeds on Pennvest Loan line item, to the Fund 54 WWTP Projects Fund, Construction -Pennvest line item.

BACKGROUND: The budget transfer will cover anticipated construction costs for the Fritz Island WWTP upgrade through the end of 2018.

BUDGETARY IMPACT: None

PREVIOUS ACTION: None
SUBSEQUENT ACTION:
Budget transfer to be approved by Council.

RECOMMENDED BY:
Ralph Johnson, Director of Public Works.

RECOMMENDED MOTION:
Approve/Deny the transfer to the 2018 budget as presented.

Drafted by: Controller
Sponsored/Referred by: Acting Man Dir/PW Dir
Introduced on: Nov 26, 2018
Advertised on: N/A

BILL NO. _____-2018
AN ORDINANCE
AMENDING THE 2018 GENERAL FUND BUDGET ORDINANCE -
TO REFLECT THE ADDITIONAL FUNDING OF THE FRITZ ISLAND WWTP UPGRADE PROJECT.

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

Section One: The 2018 General Fund Budget Ordinance is hereby amended by changing the ordinance to reflect the additional funding of construction activities associated with the Fritz Island WWTP Upgrade.

Section Two: The associated costs will be paid from the line item Construction -Pennvest (54-07-045-4813) in the amount of $4,000,000 and the line item will be funded by line item Proceeds on Pennvest Loan budget line item (54-07-45-3947) in the amount of $4,000,000.

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

Adopted _________________________, 2018

_____________________________________
President of Council

Attest: ______________________________

_____________________________________
City Clerk
TO: City Council
FROM: Fire Chief William Stoudt Jr.
PREPARED BY: Fire Chief William Stoudt Jr.
MEETING DATE: November 26, 2018
AGENDA MEMO DATE: November 19, 2018
REQUESTED ACTION: Authorize the Transfer of Funds

RECOMMENDATION

The Fire Chief requests the approval of the transfer of funds totaling $23,000 from the EMS and Training Divisions to the Suppression Division in the Department of Fire and Rescue Services:

$4,000 from Line 01-09-35-4222 to Line 01-09-34-4501
$9,000 from Line 01-09-35-4401 to Line 01-09-34-4501
$10,000 from Line 01-09-40-4208 to Line 01-09-34-4501

BACKGROUND

There is a need for the transfer of the funds to cover the fuel cost for Fire Apparatus for the remainder of 2018. The budgeted number put forth in 2017 was underestimated.

BUDGETARY IMPACT

None to the overall Department budget as the transferred amounts are from Divisions within the Department.

PREVIOUS ACTIONS

None

SUBSEQUENT ACTION
Council to take action to approve a resolution to authorize the transfer of funds

RECOMMENDED BY
The Fire Chief recommends approval.
RECOMMENDED MOTION
Approval of the transfer of the funds as listed.
Drafted by: Controller
Sponsored/Referred by: Fire Chief/Managing Director
Introduced on: Nov 26, 2018
Advertised on: N/A

BILL NO. _____-2018
AN ORDINANCE
AMENDING THE 2018 GENERAL FUND BUDGET ORDINANCE -
TO REFLECT THE ADDITIONAL FUNDS NEEDED TO PAY FOR ADDITIONAL CONTRACTED
SERVICES COSTS TO THE CITY’S PUBLIC WORKS DEPARTMENT.

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

Section One: The 2018 General Fund Budget Ordinance is hereby amended by changing the ordinance to
provide the funds needed to pay for the fuel required for the operation of Fire Apparatus
in the Fire Suppression Division of the Department of Fire and Rescue Services. The funds
will be paid by a reallocation of funds within the Fire Department’s budgeted funds.

Section Two: The purchases will be paid from the General Fund – Fire Department – Suppression
Division – Gas budget line item (01-09-34-4501) in the amount of $23,000.00 and will be
funded by decreases to:

- General Fund – Fire Department – Emergency Medical Services Division – Building Repair
  & Maintenance budget line item (01-09-34-4401) in the amount of $9,000.00;
- General Fund – Fire Department – Emergency Medical Services Division – Consulting Services budget
  line item (01-09-35-4222) in the amount of $4,000.00;
- General Fund – Fire Department – Training Division – Training budget line item (01-09-40-4208) in the amount of $10,000.00.

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
RESOLUTION NO.______2018

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

Denying the appeal of the HARB Certificate of Appropriateness, as attached in the findings of fact, for the use of asphalt shingles on the low-sloped first floor porch roof at 1032 Madison Avenue, owned by Enik, Inc. aka Naseem Ulhaq

Adopted by Council__________________________, 2018

__________________________
President of Council

Attest:

__________________________
Linda A. Kelleher, City Clerk
Appeal of Historic Architectural Review Board
Certificate of Appropriateness

IN THE MATTER OF § BEFORE THE
§
BERKS COUNTY § CITY OF READING
§
ENIK, INC. - NASEEM ULHAQ §
1032 MADISON AVE. §
READING PA § CITY COUNCIL
§

FINDINGS OF FACT, CONCLUSIONS OF LAW,
ORDER, AND AGREED RESOLUTION

On Thursday, November 8, 2018 the City of Reading City Council (Council) met to hear testimony on the appeal of the decision made by the Historic Architectural Review Board (HARB) to DENY the Certificate of Appropriateness for the use of asphalt shingle roofing materials to replace the first floor porch roof, owned by Enik, Inc aka Naseem Ulhaq, as copied in below.

CERTIFICATE OF APPROPRIATENESS

Resolution No. 23-18

WHEREAS, the Reading Historical Architectural Review Board at its June 19, 2018 meeting reviewed the proposal of Naseem Ulhaq, applicant for 1032 Madison Avenue, Reading, Pennsylvania, for
and granted, TABLED and DENIED a Certificate of Appropriateness for said work as described in the attached report.

Now, therefore, on the 19th day of June 2018, I, Amy Woldt Johnson, Historic Preservation Specialist, hereby issue, TABLE and DENY this Certificate of Appropriateness for aforesaid work in the name of the Reading Historical Architectural Review Board.

Amy Woldt Johnson
Historic Preservation Specialist

The motion to DENY and approve the above work was approved unanimously.

Council’s Findings of Fact
1. The Historic Architectural Review Board (HARB) is part of the City of Reading City Code Chapter 295 Part 1 – Historic and Conservation Districts. The HARB is a board of nine (9) duly qualified members.
2. Naseem Ulhaq (Respondent) applied to HARB to retain the asphalt shingles used to repair the first floor front porch roof at 1032 Madison Avenue.
3. HARB initially reviewed the application for exterior improvements at their December 2017 meeting and denied the application, encouraging the applicant to reapply under the financial hardship HARB criteria, which occurred at the HARB June 2018 meeting where HARB tabled the majority of the exterior improvements and denied the financial hardship application to retain the asphalt shingles on the first floor porch roof.
4. The Respondent requested the appeal hearing before City Council on October 26, 2018. Although the request was made outside the appeal time period defined by the ordinance, City Council and HARB agreed to allow the appeal.
5. The Respondent testified that he purchased the severely damaged property at a tax sale and immediately began improvements. When he began the improvements to the exterior of the property he was made aware of the property’s location within the Centre Park Historic District and the process required for exterior improvements.
6. The Respondent stated that he purchased the property at a tax sale and found the property to be in deplorable condition. He explained that prior to addressing the exterior issues he removed the debris from the property, updated the mechanicals and made interior improvements. He explained that he is only seeking reconsideration of HARB’s June denial of the asphalt roof material on the first floor porch roof. He stated that HARB required him to make other changes to the windows and other features and he has complied with those requirements.
7. The Respondent stated that he has spent approximately $6,500 for property improvements and that the $4,000 estimate (approximate) he received to replace the asphalt shingles is more than he can afford.
8. The Historic Preservation Specialist stated that HARB tabled some of the exterior property improvements, allowing the property owner with time to bring the various components into compliance. However, she stated that the only component out of compliance with the Secretary of the Interior Guidelines is the asphalt shingles on the first floor porch roof. The preferred roofing material is rubber due to the low-sloped nature of the roof.

9. The Historic Preservation Specialist explained that the estimate from Bachman Roofing is $1,592 and the estimate contains a recommendation not to use asphalt shingles on the first floor porch roof. She stated that the owner used a much higher estimate for the replacement so the project would qualify under the HARB financial hardship criteria. She stated that the estimate provided by the property owner includes corrective work to the roof structure when has already occurred and does not need to be redone.

10. The Respondent asked Council to consider the overall cost of all improvements made to the property when considering this appeal. He noted that the cost of the rubber roofing is dependent on the thickness of the rubber material selected.

Conclusions of Law
City Council, after considering all testimony and reviewing all Exhibits, DENIES the appeal to the Certificate of Appropriateness to use asphalt shingles on the first floor front porch roof, as the HARB decision is based on the need to use the proper roofing materials to protect the property from future damage from the elements due to the low-sloped nature of the roof.

Order and Agreed Resolution
The City of Reading City Council hereby DENIES the appeal of the COA for the use of asphalt shingles on the low-sloped first floor front porch roof to protect the property from future damage from the elements due to the low-sloped nature of the roof at 1032 Madison Avenue.

Right to Appeal
If you disagree with the decision of City Council you may file an appeal with the Court of Common Pleas of Berks County within 30 days after notice of the decision has been made. Your failure to file the appeal within such 30 days shall preclude an appeal from such decision.
RECOMMENDATION
The recommendation is to award the construction contract for the 2018 Paving Project to Landis C. Deck & Sons, Site Contractors, a division of H&K Group Contractors, 316 New Schaefferstown Road, Bernville, PA 19506.

BACKGROUND
This project consists of street surface preparation including milling, select base repair, adjusting manhole frames and other utility boxes to match final grades. Also included is demolition of existing curb ramps, sidewalks to install new ADA compliant curb ramps, sidewalks and alley entrances, and to place leveling and wearing courses and apply pavement markings and install traffic control signage. The contractor shall coordinate with utility providers and shall reset manhole lids, boxes, valves, etc. as required by the specifications, and shall maintain traffic control with brief street closures as authorized. Asphalt leveling and overlay courses will be applied within limits of the work depicted on the plan. The project consists of the following locations:
- North 13th Street from Spring Street north to the City line near Rosemont Ave.
- North 8th Street, from Penn Street north to Spring Street.
- Poplar Street, the 100 block
- Cedar Street, the 100 block
- Washington Street, 1100 block in City Park
- Rose Garden Road, in City Park
- Constitution Boulevard, in City Park
- All ADA curb ramps within these streets and 3 other intersections in the city

BUDGETARY IMPACT
The Department of Public Works and Controller has confirmed there are sufficient funds to cover the project. Expenses incurred will be funded by Penn DOT through the City’s Liquid Fuels Fund, and the City’s CDBG fund. The total award amount is $2,739,327.62, subject to Penn DOT approval.

PREVIOUS ACTION
SUBSEQUENT ACTION
Formal action by Council is required to award the contract at the November 26, 2018 Council meeting.

RECOMMENDED BY
Mayor, Acting Managing Director, Public Works Director, Controller and Purchasing Coordinator.

RECOMMENDED MOTION
Approve/Deny the recommendation for the 2018 Paving Project in order that the contract may be awarded to Landis C. Deck & Sons Site Contractors.

cc: File

November 21, 2018

To the Mayor
City Hall
Reading, PA

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

BIDS FOR THE 2018 STREET PAVING PROJECT, FOR THE CITY OF READING, PENNSYLVANIA.

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>TOTAL BID PRICE</th>
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<tr>
<td>H&amp;K Group, Inc.</td>
<td>$2,739,327.62</td>
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<tr>
<td>Landis Deck</td>
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<tr>
<td>P.O. Box 196</td>
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<td>Skippack, PA 19474</td>
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<tr>
<td>New Enterprise Lime &amp; Stone</td>
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<td>Leesport, PA 19533</td>
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Tammi Reinhart
Purchasing Coordinator