

CITY OF WILKES-BARRE  
PENNSYLVANIA



# CITY COUNCIL AGENDA

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CITY COUNCIL

WORK SESSION

DATE: April 24, 2007

TIME: 6:00 P.M.

6:00 P.M. **Jim Ryan, City Clerk**

1. Resolution approving an Intermunicipal Liquor License Transfer to Wilkes-Barre by Chick-N-Enterprises, Inc.

**-ORDINANCES FOR SECOND AND FINAL READING-**

**FILE OF COUNCIL NO. 10 OF 2007 – AN ORDINANCE NAMING THE PARSONS #9 FOOTBALL FIELD AS THE “RAYMOND D. EVANS MEMORIAL FIELD”, DEDICATED TO THE MEMORY OF RAYMOND D. EVANS, AND AUTHORIZING THE INSTALLATION OF A SIGN DEDICATING THE SAME TO HIS MEMORY.**

6:00 P.M. **Thomas M. Leighton, Mayor (See Attached)**

**CITY OF WILKES-BARRE  
Pennsylvania**

**Thomas M. Leighton**  
Mayor



40 East Market Street  
Wilkes-Barre, PA 18711-0451

(570) 208-4152 phone  
(570) 208-4101 fax

OFFICE OF THE  
MAYOR

**MAYOR'S AGENDA**

**CITY COUNCIL WORK SESSION**

**April 24, 2007**

**RESOLUTIONS**

Authorizing the proper City officials to enter into a contract with the lowest responsible bidder for the demolition of 52 Madison Street

Authorizing the proper City officials to enter into an Agreement with the lowest responsible bidder for the repair & replacement of sanitary sewer lines along Solomon Creek

Authorizing the proper City officials to enter into an Agreement with the lowest responsible bidder for the installation of stone bank stabilization along Solomon Creek in the area of Goose Island

Authorizing the purchase of lawn cutting equipment for Hollenback Park

Authorizing Supplement D to the engineering contract for addition design of the lighting in the Downtown

**CITY OF WILKES-BARRE  
PENNSYLVANIA**



# **CITY COUNCIL AGENDA**

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CITY COUNCIL

APRIL 26, 2007

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA (RESOLUTIONS)

ORDINANCE

PRESENTATION BY COUNCIL MEMBERS

PUBLIC DISCUSSION

ADJOURNMENT

CITY COUNCIL  
APRIL 26, 2007

**CONSENT AGENDA (RESOLUTIONS)**

Approving an Intermunicipal Liquor License Transfer to Wilkes-Barre by Chick-N-Enterprises, Inc.

Authorizing the proper City officials to enter into a contract with the lowest responsible bidder for the demolition of 52 Madison Street.

Authorizing the proper City officials to enter into an Agreement with the lowest responsible bidder for the repair & replacement of sanitary sewer lines along Solomon Creek.

Authorizing the proper City officials to enter into an Agreement with the lowest responsible bidder for the installation of stone bank stabilization along Solomon Creek in the area of Goose Island.

Authorizing the purchase of lawn cutting equipment for Hollenback Park.

Authorizing Supplement D to the engineering contract for additional design of the lighting in the Downtown.

Authorizing the proper City officials to enter into a contract with the lowest responsible bidder for the demolition of 444-446, 450, 452-456 and 445-447 South River Street.

Authorizing the proper City officials to enter into a contract with Innalogic for the initial installation of a security system for the Intermodal Transportation Center/Parking Garage Project.

**MINUTES**

Of the Regular Meeting of City Council of April 12, 2007.

CITY COUNCIL  
APRIL 26, 2007

**ORDINANCE**

**FILE OF COUNCIL NO. 10 OF 2007 – AN ORDINANCE NAMING THE PARSONS #9 FOOTBALL FIELD AS THE “RAYMOND D. EVANS MEMORIAL FIELD”, DEDICATING TO THE MEMORY OF RAYMOND D. EVANS, AND AUTHORIZING THE INSTALLATION OF A SIGN DEDICATING THE SAME TO HIS MEMORY. (SECOND AND FINAL READING)**



Wilkes-Barre, Pa. \_\_\_\_\_

Resolution No. \_\_\_\_\_

*BE IT RESOLVED by the City Council of the City of Wilkes-Barre:*

**A RESOLUTION OF THE CITY OF WILKES-BARRE, COUNTY OF LUZERNE, COMMONWEALTH OF PENNSYLVANIA, APPROVING TRANSFER OF LIQUOR LICENSE NO. R-5701 AP-SS OWNED CHICK-N-ENTERPRISES, INC. INTO THE CITY OF WILKES-BARRE FROM PLAINS TOWNSHIP.**

Whereas, Act 141 of 2000 ("the Act"), which amends the Commonwealth's Liquor Code, authorizes the Pennsylvania Liquor Control Board to approve, in certain instances the transfer of restaurant liquor licenses across municipal boundaries within the same county regardless of the quota limitations provided for in Section 461 of the Liquor Code, if sales of liquor and malt or brewed beverages are legal in the municipality receiving the license; and

Whereas, the receiving municipality issues a resolution approving the transfer of the license outside the municipality to inside the municipality; and

Whereas, amendments to the Liquor Code stipulate that, prior to adoption of a resolution by the receiving municipality, at least one hearing be held for the purposes of permitting interested parties to state their concerns regarding the transfer of a restaurant liquor license into the receiving municipality; and

Whereas, an application for transfer filed under the Act must contain a copy of the resolution adopted by the municipality approving the transfer of a restaurant liquor license into the municipality.

Now, Therefore, Be It Resolved, Chick-N-Enterprises, Inc. has requested the approval of the City Council of the City of Wilkes-Barre for the proposed transfer of a Pennsylvania Retail Liquor License to its facilities within the City of Wilkes-Barre with the understanding that said transfer must be approved at a later date by the Pennsylvania Liquor Control Board.

Be It Further Resolved, that the City Council of and for the City of Wilkes-Barre has held a public hearing to receive comments on the proposed license transfer into Wilkes-Barre City which will result in job creation, revenue enhancement and dining accommodations for the residents of Wilkes-Barre, benefiting the local economy.

Be It Further Resolved, that City Council approves by adoption of this Resolution the proposed intermunicipal transfer of the License from Plains Township to 531-533 Scott Street, Wilkes-Barre City, Luzerne County, Pennsylvania.

Submitted by \_\_\_\_\_

**ROLL CALL**

**YEAS**

**RESOLUTIONS**

**NAYS**

LAW OFFICE OF  
THOMAS A. O'CONNOR P.C.

398 WYOMING AVENUE  
P.O. BOX 1829  
KINGSTON, PENNSYLVANIA 18704

THOMAS A. O'CONNOR

TELE 570-714-1200  
FAX 570-714-1210  
thomasoconnor@epix.net

March 26, 2007

Wilkes-Barre City Council  
Attn: James Ryan  
Wilkes-Barre City Hall  
40 East Market Street  
Wilkes-Barre, PA 18701

RE: Chick-N-Enterprises, Inc  
t/a The Chicken Coop  
533 Scott Street  
Wilkes-Barre, PA

Dear Mr. Ryan:

I represent John Stuchkus whom is the owner of Chick-N-Enterprises, Inc. which was recently located in Plains, Pennsylvania. As you may or may not be aware, Mr. Stuchkus' building in Plains collapsed because of the recent Valentine Day storm. Due to that fact, he decided to relocate his business to the building which formerly occupied the Arena Bar and Restaurant located at 533 Scott Street in Wilkes-Barre, PA. You will note that the Arena Bar and Restaurant did have a Pennsylvania Liquor License during their time of operation.

Therefore because of his inter-municipal transfer of a liquor license my client needs to acquire the approval of Wilkes-Barre City Council before he can seek formal approval from the Pennsylvania Liquor Control Board.

Could you kindly at your earliest convenience place the request of Chick-N-Enterprises, Inc. for approval of an inter-municipal transfer of Retail Liquor License No. R-5701 AP SS to 533 Scott Street, Wilkes-Barre, PA on the agenda for the next Council meeting.

It is my further understanding that there does need to be a hearing on said request. If you have any questions, please let me know and I would be more than

Chick-N-Enterprises, Inc  
March 26, 2007  
Page 2

happy to meet with you personally and/or to have my client available for any and all questions before the hearing and at the time of hearing. Thanking you and City Council in advance for any consideration given to my client, I remain,

Very truly yours,

  
THOMAS A. O'CONNOR

TAO/man

cc: Mr. John Stuchkus  
William E. Vinsko Jr. Esquire, City Solicitor



Wilkes-Barre, Pa. \_\_\_\_\_

Resolution No. \_\_\_\_\_

*BE IT RESOLVED* by the City Council of the City of Wilkes-Barre:

WHEREAS, the City of Wilkes-Barre advertised for Bids for demolition of 52 Madison Street.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wilkes-Barre that the proper City officials are hereby authorized to enter into a contract with the lowest responsible bidder for the Demolition of 52 Madison Street.

PAYMENT to be made from OECD Budget.

Submitted by \_\_\_\_\_

**ROLL CALL**

**YEAS**

**RESOLUTIONS**

**NAYS**



Wilkes-Barre, Pa. \_\_\_\_\_

Resolution No. \_\_\_\_\_

*BE IT RESOLVED* by the City Council of the City of Wilkes-Barre:

THAT, the proper City officials are hereby authorized to enter into an Agreement with the lowest responsible bidder for the repair and replacement of damaged sanitary sewer lines in and around Solomon Creek.

AND FURTHER, that 75% of the project cost will be paid from the Federal Emergency Management Agency (FEMA) and the remaining 25% of the project costs will be paid by the Pennsylvania Emergency Management Agency (PEMA).

Submitted by \_\_\_\_\_

ROLL CALL

YEAS

RESOLUTIONS

NAYS



Wilkes-Barre, Pa. \_\_\_\_\_

Resolution No. \_\_\_\_\_

*BE IT RESOLVED* by the City Council of the City of Wilkes-Barre:

THAT, the proper City officials are hereby authorized to enter into an Agreement with the lowest responsible bidder for the installation of stone bank stabilization along Solomon Creek in the Goose Island section of the City.

AND FURTHER, that 75% of the project cost will be paid from the Federal Emergency Management Agency (FEMA) and the remaining 25% of the project costs will be paid by the Pennsylvania Emergency Management Agency (PEMA).

Submitted by \_\_\_\_\_

ROLL CALL

YEAS

RESOLUTIONS

NAYS



Wilkes-Barre, Pa. \_\_\_\_\_

Resolution No. \_\_\_\_\_

*BE IT RESOLVED* by the City Council of the City of Wilkes-Barre:

WHEREAS, equipment stored at Hollenback Park was damaged during the storm of November, 2006; and,

WHEREAS, both the Federal Emergency Management Agency (FEMA) and the Pennsylvania Emergency Management (PEMA) have approved funding for the replacement of the damaged equipment.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wilkes-Barre authorizes the purchase of lawn cutting equipment, damaged during the storm of November, 2006, through the State of Pennsylvania Piggyback System (State Contract CN00015292).

AND FURTHER, that the funding for this equipment will be provided 75% from the Federal Emergency Management Agency (FEMA) and 25% from the Pennsylvania Emergency Management Agency (PEMA).

Submitted by \_\_\_\_\_

ROLL CALL

YEAS

RESOLUTIONS

NAYS



Wilkes-Barre, Pa. \_\_\_\_\_

Resolution No. \_\_\_\_\_

*BE IT RESOLVED by the City Council of the City of Wilkes-Barre:*

THAT, the proper City officials are hereby authorized to execute the attached Supplement D to the street lighting design contract with Borton & Lawson Engineering for the additional design services of lighting to one block of E. Northampton St., one block N. Franklin Street and three blocks of Union Street.

Submitted by \_\_\_\_\_

ROLL CALL

YEAS

RESOLUTIONS

NAYS



**Borton  
Lawson**  
ENGINEERING

April 04, 2007

Mayor Thomas Leighton  
Wilkes-Barre City Hall  
40 E. Market St.  
Wilkes-Barre, PA 18702

**RE: Wilkes-Barre City Lighting Project  
Supplement D**

BL No.: 2004-1661-01

Dear Mayor Leighton:

Borton-Lawson Engineering is submitting a supplementary agreement to cover design effort related to the expanded area of the Phase 3 Downtown Lighting Project. More specifically, the following streets have been added to the scope of services:

- Northampton Street (1 Block) – From S. Main to River St.
- Franklin Street (< 1 Block) – From Union St. to the beginning of the Cul-De-Sac at King's College
- Union Street (3 Blocks) – From N. Washington St. to River St.

This supplementary agreement expands the February, 2005 engineering work and services, the July 12, 2005 (Supplement A), the November 8, 2005 Supplement B, and the August 21, 2006 Supplement C.

Please see attachments for full breakdown of work and services.

Should you have any questions regarding this supplement, please call our office at (570) 821-1999.

The total cost of this supplement **\$28,150.00**

Thank you for confidence in utilizing our firm for this project.

Sincerely,

Christopher L. Borton, P.E.  
President

Accepted By: \_\_\_\_\_

c: Geoffrey Fix (BL)  
John Koval (WB City)

Date: \_\_\_\_\_

**Northeast Pennsylvania**

613 Baltimore Drive  
Suite 300

Wilkes-Barre, PA 18702-7903

Voice: 570-821-1999

Fax: 570-821-1990

**Lehigh Valley**

3893 Adler Place  
Suite 100

Bethlehem, PA 18017

Voice: 484-821-0470

Fax: 484-821-0474

borton-lawson.com

**EXHIBIT A to GENERAL PROVISIONS  
attached to LETTER AGREEMENT  
BETWEEN OWNER AND ENGINEER FOR  
PROFESSIONAL SERVICES, dated April 4, 2007.**

**FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS**

1. This is an exhibit attached to and made a part of the Supplement A Letter Agreement made on February 4, 2005, between The City of Wilkes-Barre (OWNER) and Borton-Lawson, Inc. (ENGINEER) providing for professional engineering services. The Basic Services of ENGINEER as described in Section 1 of the General Provisions in the Original Agreement are amended and supplemented as indicated below and the time periods for the performance of certain services as indicated below and the time periods for the performance of certain services as indicated in said General Provisions are stipulated as indicated below.

2. The Study and Report Phase shall not be performed under this Agreement.

3. During the Preliminary Design Phase ENGINEER shall perform the Alternate Studies and Data Collection (Part 1) hereafter.

The Preliminary Design Phase Services will be completed, and ENGINEER's Preliminary Design Phase documentation and opinion of costs submitted within 90 calendar days following written authorization from OWNER to ENGINEER to proceed with this agreement.

4. During the Final Design Phase ENGINEER shall perform Phase II (Part 2) hereafter:

The Final Design Phase Services will be completed and Contract Documents and ENGINEER's opinion of costs submitted within 180 calendar days following written authorization from OWNER to ENGINEER to proceed with this agreement.

5. During the Bidding and Construction Phases, ENGINEER shall perform Part 4 – “Services During Construction” hereafter:

The Services During Construction shall be rendered on an needed basis to the maximum amount stipulated herein.

6. The Operational Phase shall not be performed under this agreement:

**Supplement D**  
**Scope of Work**  
**City of Wilkes-Barre**  
**Luzerne County, Pennsylvania**  
**Downtown Lighting Project – Phase 3**  
**April 04, 2007**

**Scope of Work**

**Task 1 – Supplementary Survey**

Under this task, supplementary services will be provided to complete field survey, establish legal right-of-way and mapping of existing physical features for the affected streets. Work under this task will only include efforts that were not scoped as part of the original agreement or prior supplements. The affected streets include the following:

- Northampton Street (1 block) – South Main to River Street.
- Franklin Street (1/2 block) – Union Street to beginning of Cul-De-Sac.
- Union Street (3 blocks) – Washington Street to River Street

Right-of-way will be established based on research of WB City records and the Luzerne County Courthouse. Property research will be limited to determination of store front business names. Property lines will not be plotted on plans or researched.

**Task 3 – Utilities**

BL will coordinate the design of the project with utility agencies having existing facilities within the anticipated limits of work in accordance with Act 38. This work will be guided by Design Manual, Part 5M and, particularly, Section 5. The intent is to furnish utility companies with construction drawings as required for the utility companies to verify that the underground location of the facilities as-shown is depicted to the best of their knowledge.

**Task 6 – Administrative**

BL will manage and coordinate efforts related to the development of this project including coordination with PennDOT, and the City. Efforts to provide that management are included in this task. Other efforts include management and administration of the contract including cost control monitoring, and preparation of invoices.

**Task 7 – Categorical Exclusion Evaluation (Level 1b CEE)**

Borton-Lawson will contact PennDOT to “open for edit” the previously approved CE for Phases 1 & 2 to update for the additional work area. It is anticipated that PennDOT will review and accept the updates as submitted on the CE Expert system.

Creation of a new CE for Phase 3 is not expected or included in this scope of work.

**Task 8 – Lighting Design (by Martin Rodgers)**

This task will be expanded to include the design of Street and Pedestrian Lighting at the following locations:

- a. Northampton St. (1 block between S. Main and River Sts.)
- b. Franklin St. (1/2 block between Union and beginning of Cul-De-Sac @ King's College)
- c. Union Street (3 blocks between Washington and River Sts.)

Refer to the Original Agreement for design approach on completing this work. This task will also include the preparation of a Lighting Design Computation Package for review and formal approval by PennDOT Bureau of Design.

#### **Task 10 – Power Distribution Design (by Martin Rodgers)**

This project will require design and construction of a new power supply cabinet within the Northampton Street Corridor (S. Main to River St.). Martin Rodgers will coordinate this new supply PPL utility company as well as design its internal components.

Martin Rodgers will also analyze and design upgrades to existing power supplies involved in the Phase 1 & 2 Lighting projects to as part of these supplemental services.

Final Design work as required by PennDOT Design Manual 2, computations for conduit size and voltage drops will be performed under this task. Calculations will be prepared and submitted to PennDOT Bureau of Design for Final Approval.

#### **Task 11 – Civil Design**

This task will include the general design tasks as outlined in the original agreement – Task 11. This task will be expanded to include the preparation of the construction drawing plan sheets for expanded five (5) block area. Updates to the following plan sheets are included in this task:

- A. Plan Preparation (modify the following plans for the expanded area).
  - a. Drawings For The Installation of Highway Lighting – 5 Blocks.

#### Construction Plans

Title  
Index  
Typical Sections  
Summary Sheet  
Tab Sheets  
Special Details  
Plan Sheets

#### Supplemental Plans

Traffic Control Plans  
E&S Plans

#### **Task 12 – Traffic Control**

The work under this task will be expanded to prepare the vehicular and pedestrian Traffic Control Plan for the expanded five (5) block area. This plan will be prepared and submitted to PennDOT 4-0 for review and comment. Plans will be revised, if necessary, and submitted to Wilkes-Barre City for signature by the City Engineer.

**Task 15 – Plans, Specifications, and Estimates (PS&E)**

This task will be expanded to add the work and services as described in the original agreement to the expanded area of the Phase 3 Lighting Project.

**Task 16 – Administrative**

This task will be expanded to include the same work and services as described in the Original Agreement for this scope of work.

**Services During Construction**

**Task 21 – Construction Services**

A. Phase 3 Construction

The anticipated Notice to Proceed for Phase 3 is September, 2007. This supplement will add effort to cover the expanded work area. Work under this task includes the following:

- Consultation during Construction
- Shop Drawing Review
- Pre-Construction Meeting
- Site Visits/Field Observation (General)
- Plan Interpretation



**Borton  
Lawson**  
ENGINEERING

April 04, 2007

Mayor Thomas Leighton  
Wilkes-Barre City Hall  
40 E. Market St.  
Wilkes-Barre, PA 18702

**RE: Wilkes-Barre City Lighting Project  
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Please see attachments for full breakdown of work and services.

Should you have any questions regarding this supplement, please call our office at (570) 821-1999.

The total cost of this supplement **\$28,150.00**

Thank you for confidence in utilizing our firm for this project.

Sincerely,

Christopher L. Borton, P.E.  
President

Accepted By: \_\_\_\_\_

c: Geoffrey Fix (BL)  
John Koval (WB City)

Date: \_\_\_\_\_

**Northeast Pennsylvania**

613 Baltimore Drive  
Suite 300

Wilkes-Barre, PA 18702-7903

Voice: 570-821-1999

Fax: 570-821-1990

**Lehigh Valley**

3893 Adler Place  
Suite 100

Bethlehem, PA 18017

Voice: 484-821-0470

Fax: 484-821-0474

borton-lawson.com

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attached to LETTER AGREEMENT  
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2. The Study and Report Phase shall not be performed under this Agreement.
3. During the Preliminary Design Phase ENGINEER shall perform the Alternate Studies and Data Collection (Part 1) hereafter.

The Preliminary Design Phase Services will be completed, and ENGINEER's Preliminary Design Phase documentation and opinion of costs submitted within 90 calendar days following written authorization from OWNER to ENGINEER to proceed with this agreement.

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**Scope of Work**  
**City of Wilkes-Barre**  
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**Task 6 – Administrative**

BL will manage and coordinate efforts related to the development of this project including coordination with PennDOT, and the City. Efforts to provide that management are included in this task. Other efforts include management and administration of the contract including cost control monitoring, and preparation of invoices.

**Task 7 – Categorical Exclusion Evaluation (Level 1b CEE)**

Borton-Lawson will contact PennDOT to “open for edit” the previously approved CE for Phases 1 & 2 to update for the additional work area. It is anticipated that PennDOT will review and accept the updates as submitted on the CE Expert system.

Creation of a new CE for Phase 3 is not expected or included in this scope of work.

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This task will be expanded to include the design of Street and Pedestrian Lighting at the following locations:

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Refer to the Original Agreement for design approach on completing this work. This task will also include the preparation of a Lighting Design Computation Package for review and formal approval by PennDOT Bureau of Design.

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This project will require design and construction of a new power supply cabinet within the Northampton Street Corridor (S. Main to River St.). Martin Rodgers will coordinate this new supply PPL utility company as well as design its internal components.

Martin Rodgers will also analyze and design upgrades to existing power supplies involved in the Phase 1 & 2 Lighting projects to as part of these supplemental services.

Final Design work as required by PennDOT Design Manual 2, computations for conduit size and voltage drops will be performed under this task. Calculations will be prepared and submitted to PennDOT Bureau of Design for Final Approval.

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- A. Plan Preparation (modify the following plans for the expanded area).
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#### **Task 12 – Traffic Control**

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**Task 15 – Plans, Specifications, and Estimates (PS&E)**

This task will be expanded to add the work and services as described in the original agreement to the expanded area of the Phase 3 Lighting Project.

**Task 16 – Administrative**

This task will be expanded to include the same work and services as described in the Original Agreement for this scope of work.

**Services During Construction**

**Task 21 – Construction Services**

A. Phase 3 Construction

The anticipated Notice to Proceed for Phase 3 is September, 2007. This supplement will add effort to cover the expanded work area. Work under this task includes the following:

- Consultation during Construction
- Shop Drawing Review
- Pre-Construction Meeting
- Site Visits/Field Observation (General)
- Plan Interpretation



Wilkes-Barre, Pa. \_\_\_\_\_

Resolution No. \_\_\_\_\_

*BE IT RESOLVED by the City Council of the City of Wilkes-Barre:*

That, the proper City officials are hereby authorized to enter into a contract with the lowest responsible bidder for the demolition of the following properties, 444-446, 450, 452-456 and 445-447 South River Street.

Submitted by \_\_\_\_\_

**ROLL CALL**

**YEAS**

**RESOLUTIONS**

**NAYS**



Wilkes-Barre, Pa. \_\_\_\_\_

Resolution No. \_\_\_\_\_

*BE IT RESOLVED* by the City Council of the City of Wilkes-Barre:

THAT, the proper City officials are hereby authorized to enter into a contract in an amount not to exceed \$109,900 with Innalogic for the initial installation of a security system for the Intermodal Transportation Center/ Parking Garage Project.

Submitted by \_\_\_\_\_

**ROLL CALL**

**YEAS**

**RESOLUTIONS**

**NAYS**

FILE OF COUNCIL

NO. 10 OF 2007

PRESENTED TO CITY COUNCIL APRIL 12, 2007

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AN ORDINANCE

NAMING THE PARSONS #9 FOOTBALL FIELD AS THE "RAYMOND D. EVANS MEMORIAL FIELD", DEDICATED TO THE MEMORY OF RAYMOND D. EVANS, AND AUTHORIZING THE INSTALLATION OF A SIGN DEDICATING THE SAME TO HIS MEMORY.

Whereas, the City of Wilkes-Barre has been petitioned to name the Parsons #9 Football Field in honor of the Wilkes-Barre Bears longtime volunteer coach and officer, Raymond D. Evans; and

Whereas, the Council of the City of Wilkes-Barre is desirous of honoring Mr. Evans and dedicating the Bears field to his memory.

Now, Therefore, Be It Ordained, and it is hereby ordained and enacted by the Council of the City of Wilkes-Barre as follows:

SECTION 1. That the #9 Football Field in Parsons be named "Raymond D. Evans Memorial Field" and dedicated to the memory of the late Raymond D. Evans.

SECTION 2. That the "Friends of Raymond D. Evans" are hereby authorized to erect a sign dedicating the field to the memory of Mr. Evans, provided that any sign will be erected at no cost to the City of Wilkes-Barre.

Further, that the "Friends of Raymond D. Evans" are responsible for securing all necessary permits and licenses required and shall comply with the following requirements, filing them with the City Attorney's Office:

1. File liability insurance naming the city as an insured for any liability connected with said request.
2. File a Release and Save Harmless Agreement.
3. The applicant and a successor shall file current liability naming the city as an insured.

SECTION 3. SEVERABILITY.

The provisions of this ordinance are severable. If any part of this ordinance is declared to be unconstitutional, illegal or invalid, the validity of the remaining provisions shall be unaffected thereby. It is the intention of the Council of the City of Wilkes-Barre

that this ordinance would have been adopted had such unconstitutional, illegal or invalid part not been included.

SECTION 4. REPEALER.

All ordinances or parts of ordinances inconsistent herewith be and the same are hereby repealed.

Passed finally by the Council of the City of Wilkes-Barre on

\_\_\_\_\_.

This ordinance shall become effective ten (10) days after final passage by the Wilkes-Barre City Council.

ATTEST:

\_\_\_\_\_  
Jim Ryan, City Clerk



Wilkes-Barre, Pa. \_\_\_\_\_

Resolution No. \_\_\_\_\_

*BE IT RESOLVED by the City Council of the City of Wilkes-Barre:*

WHEREAS, The City Council for the City of Wilkes-Barre has the power and authorization under the Charter of the City of Wilkes-Barre to authorize the commencement and discontinuance of litigation;

WHEREAS, the City of Wilkes-Barre has commenced condemnation proceedings against Ali Kazimi and Nasser Chafieian for the parking lot adjacent to the Hotel Sterling;

WHEREAS, the City of Wilkes-Barre has learned that City Vest and Ali Kazimi and Nasser Chafieian have negotiated an agreement for the purchase of the said property by City Vest;

WHEREAS, it is believed that the City's plans for development in that area will be served through the acquisition by City Vest and there will be no expenditure of taxpayer dollars.

NOW THEREFORE, be it RESOLVED, that the proper City Officials are hereby authorized to withdraw the condemnation action in the Court of Common Pleas of Luzerne County. Further, Assistant City Attorney William E. Vinsko, Jr., Esquire is authorized to file any documents necessary to effect the same.

Submitted by \_\_\_\_\_

ROLL CALL

YEAS

RESOLUTIONS

NAYS

FILE OF COUNCIL

No. \_\_\_\_\_ of 2007

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PRESENTED IN CITY COUNCIL \_\_\_\_\_, 2007  
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**AN ORDINANCE REPEALING FILE OF COUNCIL NO. 37 OF 2004**

**Recitals**

WHEREAS, it was the desire of City Council to pass legislation to condemn property within the City of Wilkes-Barre for purposes of urban renewal and to maintain lots for the parking of motor vehicles in 2004, under File of Council No. 37 of 2004; and

WHEREAS, City Council is vested with the power of Eminent Domain in the Third Class City Code and the Eminent Domain Code of the Commonwealth of Pennsylvania; and

WHEREAS, the City of Wilkes-Barre is authorized and empowered to take the subject property under the aforesaid Eminent Domain Powers.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Wilkes-Barre, and it is hereby ordained by the authority of the same that:

**Covenants**

**SECTION 1.** File of Council No. 34 of 2004 is hereby repealed.

**SECTION 2.** All Ordinances or parts of Ordinances of the City of Wilkes-Barre in conflict with this Ordinance to the extent of such conflict, and no further, are hereby repealed.

**SECTION 3.** This ordinance shall become effective ten (10) days after final adoption by Wilkes-Barre City Council.

Passed finally by City Council on \_\_\_\_\_

\_\_\_\_\_  
JAMES RYAN, CITY CLERK