

CITY OF WILKES-BARRE  
PENNSYLVANIA



# CITY COUNCIL AGENDA

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CITY COUNCIL

WORK SESSION

DATE: March 7, 2006

TIME: 5:00 P.M.

5:00 P.M. Jim Ryan, City Clerk

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

**FILE OF COUNCIL NO. 1 OF 2006** – AN ORDINANCE AMENDING THE OPEN RECORDS POLICY FOR THE CITY OF WILKES-BARRE, SPECIFICALLY FILE OF COUNCIL NO. 2 OF 2003.

5:10 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 COMBINED SESSION**

**MARCH 7, 2006**

**RESOLUTIONS**

Authorizing the proper City officials to sell various components of the old heating system at Fire Headquarters

Evidencing City Councils' intent to incur long-term financing for the Intermodal Transportation Facility/Garage Project in an amount not to exceed \$3 million dollars

Authorizing the proper City officials to execute an Intergovernmental Cooperation Agreement with the Luzerne County Redevelopment Authority related to the Coal Street Extension Project

Authorizing the proper City officials to enter into a contract with Michael J. Pasonick, Inc. for consulting engineering services for street renovations for 2006 Various Streets

**DISCUSSION**

Street Paving

FILE OF COUNCIL

No. \_\_\_\_\_ of 2006

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PRESENTED IN CITY COUNCIL \_\_\_\_\_, 2006  
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**AN ORDINANCE AMENDING THE OPEN RECORDS POLICY FOR THE CITY OF  
WILKES-BARRE, SPECIFICALLY FILE OF COUNCIL NO. 2 OF 2003**

WHEREAS, it is the desire and intention of City Council to pass legislation within the City of Wilkes-Barre and amend File of Council No. 2 of 2003 amending the Open Records Policy of the City of Wilkes-Barre; and

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:

SECTION III which originally read:

**Section III. Response to Requests**

A. General rule. Upon receipt of a written request for access to a record, the City shall make a good faith effort to determine if the record requested is a Public Record and to respond as promptly as possible under the circumstances existing at the time of the request but shall not exceed ten (10) business days from the date the written request is received by the City. If the City fails to send the response within ten (10) business days of receipt of the written request for access, the written request for access shall be deemed denied.

IS AMENDED TO READ:

**Section III. Response to Requests**

A. General rule. Upon receipt of a written request for access to a record, the City shall make a good faith effort to determine if the record requested is a Public Record and to respond as promptly as possible under the circumstances existing at the time of the request but shall not exceed five (5) business days from the date the written request is received by the City. If the City fails to send the response within five (5) business days of receipt of the written request for access, the written request for access shall be deemed denied.

CONFLICTS

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. 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.

EFFECTIVE DATE OF ORDINANCE

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

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

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ATTEST:

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JAMES RYAN, CITY CLERK



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

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

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

WHEREAS, the Wilkes-Barre Fire Department wishes to sell various components of the old heating system at Fire Headquarters; and

WHEREAS, the proceeds from said sale will be used to update the kitchen at headquarters.

NOW, THEREFORE, BE IT RESOLVED that the proper City officials are hereby authorized to sell various components of the old heating system at Fire Headquarters.

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, the City of Wilkes-Barre will undertake the construction of the Intermodal Transportation Facility/Garage; and

WHEREAS, a local share is required for the State and federal funding for the project; and

WHEREAS, the estimated local share in long-term financing is \$3 million.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wilkes-Barre hereby evidences its intent to incur long-term financing for the Intermodal Transportation Facility/Garage Project in an amount not to exceed \$3 million.

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, City of Wilkes-Barre and the Luzerne County Redevelopment Authority are in the process of finalizing an Intergovernmental Cooperation Agreement; and

WHEREAS, although the exact language has been agreed upon, the City Attorney's Office has not received the finalized version from the Luzerne County Redevelopment Authority's Solicitor.

NOW, THEREFORE, BE IT RESOLVED THAT, the proper City officials are hereby authorized to execute an Intergovernmental Cooperation Agreement with the Luzerne County Redevelopment Authority related to the Coal Street Extension Project. The agreement, when finalized, will be substantially similar to the one attached hereto.

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

ROLL CALL

YEAS

RESOLUTIONS

NAYS

**INTERGOVERNMENTAL COOPERATION AGREEMENT**

**THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (“this Agreement”) dated this the \_\_\_\_\_ day of December, 2005 by and between the REDEVELOPMENT AUTHORITY OF LUZERNE COUNTY (the “Authority”), an authority duly created and existing under the provisions of the Urban Redevelopment Law, 1945, May 24, P.L. 991, 35 P.S. §§1701, et seq., as amended (the “Act”), and the City of Wilkes Barre, a municipality corporate and politic existing under the laws of the Commonwealth of Pennsylvania (the “City”).**

**RECITALS**

**WHEREAS, the Authority is authorized by the Act and the Pennsylvania Tax Increment Financing Act, as amended, P.L. 465, 53P.S. §6930.1 (the “TIF Act”) among other things, to borrow money and to make and issue negotiable notes and bonds, and to make such agreements in connection therewith as the Authority shall deem advisable; and**

**WHEREAS, the TIF Act provides for local tax bodies to cooperate in providing financing for the redevelopment of blighted areas through the identification and allocation of tax increment revenues which financing will generate new development and increased taxes; and**

**WHEREAS, the Planning Commission of the County of Luzerne has heretofore certified the Highland Park Redevelopment Area; and**

**WHEREAS, the Authority has prepared a Tax Increment Financing Plan for the Highland Park Redevelopment Area, a copy of said Plan is attached to this Agreement as Exhibit "A"; and**

**WHEREAS, the Authority has received formal resolutions of participation in the District, as well as acceptance of an Inter-Governmental Cooperation Agreement by the Township of Wilkes Barre, Luzerne County and the Wilkes Barre Area School District providing for tax increment revenues to be paid into the Authority's Tax Increment Fund (the "Fund") for the benefit of the District and directed, controlled, and maintained by the Authority; and**

**WHEREAS, the Authority has agreed with Pennsylvania Department of Transportation to act as Project Sponsor and provide for public improvements in the District to Mundy Street and Highland Park Boulevard in a timely fashion in order to support proposed additional development (the "Project") and in order to fulfill the development of the project additional steps must be undertaken by the City for the design, acquisition of right-of-ways and construction of the Coal Street Extension which is a direct benefit to the Project and is an integral part of said project; and**

**WHEREAS, the City has requested the Authority to provide local share assistance to better enable the City to fulfill its role as Project Sponsor to the Pennsylvania Department of Transportation for various local share costs associated with the design, acquisition of right-of-ways and construction of the Coal Street Extension by the Pennsylvania Department of Transportation; and**

**WHEREAS, the parties hereto have agreed to cooperate and provide financial assistance through the TIF Project as a project cost to complete necessary improvements to the Coal Street Extension so that all necessary improvements for the full and successful development of the Highland Park Redevelopment Area are accomplished.**

**NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:**

**SCOPE OF COAL STREET EXTENSION PROJECT**

**The Coal Street Extension Project shall extend and encompass roadway and related improvements that are a direct benefit to the "Project" and supplement the Highland Park Redevelopment Area improvements on Mundy Street and Highland Boulevard. Said improvements will generally extend from Pennsylvania Business Route 309 (S.R. 6309) to the Union Street/ Pennsylvania Boulevard Intersection. The City agrees to complete the design, acquire all necessary right-of-ways and construct all improvements utilizing standards set forth by the Pennsylvania Department of Transportation and Federal Highway Administration.**

**PROJECT COSTS**

**The City shall obtain through its own funding agreement an amount equal to Eighty (80%) Percent of the cost of the above project through the Pennsylvania Department of Transportation and the United States Department of Transportation, Federal Highway Administration. Based on the above funding and an estimated cost for project completion supplied by the City, which estimate is attached here to as Exhibit "B", the Authority agrees to provide from the Highland Park T.I.F fund maintained by the Authority, the sum of Three Million, Two Hundred Twenty Two Thousand, Nine Hundred Ninety Six Dollars**

and Forty Nine (\$3,222,996.49) Cents to the Coal Street Extension Project which is based on a current total project cost estimate of Sixteen Million, One Hundred and Fourteen Thousand, Nine Hundred and Eighty Two and Forty Seven (\$16,114,982.47) Cents. If the total project is less than the project estimate, then the Authority's contribution will not exceed Twenty (20%) Percent of the actual costs but in no event shall the Authority's share exceed Four Million (\$4,000,000.00) Dollars in the event actual project costs increase beyond current project estimates. The amounts set forth in this agreement shall include the sum of Sixty Thousand (\$60,000.00) Dollars which prior to this date of Agreement was advanced by the Authority to the City for its use in initial engineering design for the Coal Street Extension Project.

The Authority funding contribution shall only extend to the Coal Street Extension Project and is not a general grant of funds to the City and shall be used solely on plans approved by the Authority and the Pennsylvania Department of Transportation for the Coal Street Extension and in no event will the Authority's contribution to Project funding extend beyond costs incurred after December 31, 2010.

#### **DISBURSEMENT OF FUNDS**

The City at all times will be solely responsible for fiscal management and oversight of the Coal Street Extension Project and shall be solely responsible for any and all payments due contractors, suppliers and workmen in connection with the Coal Street Extension Project. During the course of the Project, City agrees to provide to the Authority Project expense invoices certified by City Officials and receipt for payment of same by City. Within Thirty (30) Days of receipt of such documents, the Authority agrees to reimburse the City an amount equal to Twenty (20%) Percent of the invoice amounts

which are approved for the Project by Penn Dot and the City up to the limit of the Authority's total participation as set forth above.

**PROJECT RESPONSIBILITIES**

The City agrees to complete the design, acquisition of right-of-ways and construction of the Coal Street Extension Project and shall complete the project in accordance with all applicable federal and State regulatory requirements, and shall design and construct the proposed improvements in accordance with plans, policies, procedures and specifications prepared or approved by Penn DOT and the FHWA and on time frames coordinated with Penn DOT.

In addition, City shall secure all necessary approvals, permits and licenses from all other governmental agencies, as may be required to complete the project, including the responsibility for the preparation or revision of environmental impact statements, negative declarations, environmental reports or other documents required by law and/or environmental litigation; and the defense of environmental litigation from the planning design and/or construction of the Project and shall be responsible for all audit requirements of the Project.

The parties acknowledge that the Authority shall have no responsibility for any of the above and further agree that the Authority is not a co sponsor, owner, joint venturer, agent or principal, or party in any way legally or equitably for the Project. The Authority's sole obligation shall be limited to its monetary contribution to the Project as set forth herein.

The City further agrees to indemnify, save harmless and if requested, defend the Authority as well as all of its officers, agents and employees, from all suits, actions or

claims of any character, name or description, brought for or on account of any injuries to or damages received or sustained by any person, persons or property by or from the City and/or City's consultant(s) and/or contractor(s), and their officers, agents and employees, as a result of the design, construction and/or maintenance of the said improvements, whether the same are due to the alleged use of defective materials, defective workmanship, neglect in safeguarding the work, or by or on account of any act, omission, neglect or misconduct of the said City and/or City's consultant(s) and/or contractor(s), their officers, agents and employees, during the performance of said work or thereafter, or to any other cause whatever.

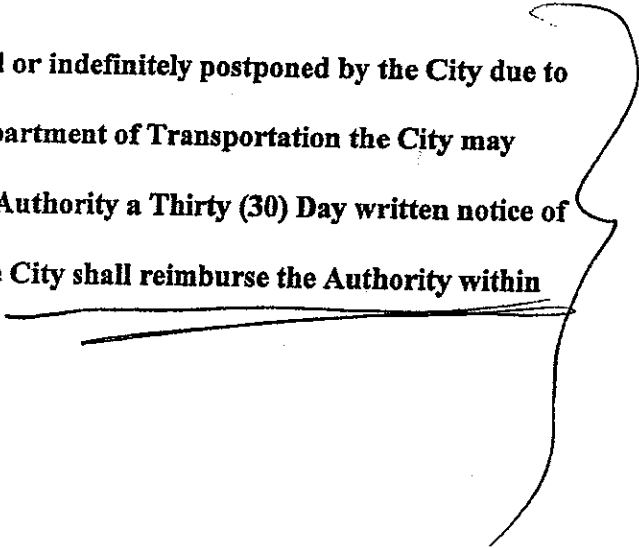
#### **PROJECT RECORDS**

The City and its contractors shall maintain all books, documents, papers, records, supporting costs proposals, accounting records, employee's time cards, payroll records and other evidence pertaining to costs incurred in the Project and shall make such materials available at all reasonable times during the contract period and for three (3) years from the date submission of the final voucher to the FHWA or seven (7) years after date of final payment to the contractor, whichever is the later date, for inspection and/or audit by the Authority, its agents, employees or assigns.

#### **EARLY TERMINATION OF PROJECT**

##### **BY THE CITY**

In the event the Project is abandoned or indefinitely postponed by the City due to funding limitations by the Pennsylvania Department of Transportation the City may terminate this Agreement by sending to the Authority a Thirty (30) Day written notice of termination, with the understanding that the City shall reimburse the Authority within



Sixty (60) Days for all funds previously reimbursed to the City on this project by the Authority. The notice of termination shall be sent by certified mail to the following:

Mr. Allen Bellas, Executive Director  
Redevelopment Authority of Luzerne County  
16 Luzerne Avenue  
West Pittston, PA 18643

*May not be  
subject to  
Bundled*

**BY THE AUTHORITY**

In the event the TIF Project terminates prior to December 31, 2010 by action of court order or by early termination pursuant to 53 P.S. §6930.8 then any obligation and agreement to contribute funds by the Authority under this Agreement shall cease without recourse. The parties recognize and agree that the Authority's financial contribution to the local share of project costs is dependent upon the receipt of T.I.F. funding and in the event said funding is not received by the Authority for any reason then the Authority obligation under this agreement shall only extend to such available funding after satisfaction of all loans and prior project financial obligations of the Authority.

**UNDERSTANDING OF PARTIES**

This Agreement constitutes the entire understandings of the parties. There are no other understandings not contained herein. This Agreement may be changed only in writing and if approved by both the governing bodies of the City and the Authority.

This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

**PROPER AUTHORIZATION**

Each party warrants and represents to the other that authorizations needed to enter

**this Agreement have been accomplished and the officers named below are duly authorized on behalf of each to execute this Agreement.**

**IN WITNESS WHEREOF, the parties have executed the Agreement the date first above written.**

**ATTEST:**

**CITY OF WILKES BARRE**

**BY** \_\_\_\_\_  
**James Ryan**  
**City Clerk**

**BY** \_\_\_\_\_  
**Thomas M. Leighton**  
**Mayor**

**BY** \_\_\_\_\_  
**Bernard J. Mengerhausen**  
**Controller**

**ATTEST:**

**LUZERNE COUNTY REDEVELOPMENT AUTHORITY**

**BY** \_\_\_\_\_  
**Paul Paternoster**  
**Secretary**

**BY** \_\_\_\_\_  
**James E. Bach**  
**Chairman**



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

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

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

WHEREAS, the City of Wilkes-Barre has advertised for proposals for consulting engineering services for street renovations for the 2006 Various Streets; and

WHEREAS, the Administration after review of the proposals utilizing the evaluation criteria have recommended that the proposal of Michael J. Pasonick, Inc., be authorized for award.

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 Michael J. Pasonick, Inc., for consulting engineering services for street renovations for 2006 Various Street.

PAYMENT to be made from OECD Budget, (not to exceed \$14,395.00).

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

ROLL CALL

YEAS

RESOLUTIONS

NAYS

CITY OF WILKES-BARRE  
PENNSYLVANIA



# CITY COUNCIL AGENDA

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CITY COUNCIL

MARCH 7, 2006

6:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

RESOLUTIONS

ORDINANCE

PRESENTATION BY COUNCIL MEMBERS

PUBLIC DISCUSSION

ADJOURNMENT

CITY COUNCIL  
MARCH 7, 2006

**RESOLUTIONS**

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CITY COUNCIL  
MARCH 7, 2006

**ORDINANCE**

**FILE OF COUNCIL NO. 1 OF 2006** – AN ORDINANCE AMENDING THE OPEN RECORDS POLICY FOR THE CITY OF WILKES-BARRE, SPECIFICALLY FILE OF COUNCIL NO. 2 OF 2003. (SECOND AND FINAL READING)