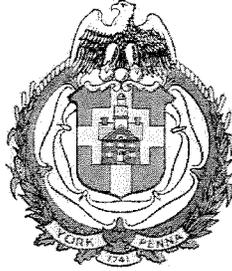


Council of the City of York, Pennsylvania

Carol Hill-Evans, President of Council
Henry Hay Nixon, Vice President of Council
Renee S. Nelson, Member of Council
Michael Helfrich, Member of Council
David Satterlee, Member of Council

Dianna L. Thompson-Mitchell, City Clerk
Email: dthompso@yorkcity.org



Office of York City Council
101 S. George St.
York, Pennsylvania 17401

Telephone: (717) 849-2246
Fax: (717) 812-0557

Website: www.yorkcity.org

AGENDA

December 3, 2013

Public Comment 6:30 p.m.

Legislative Session 7:00 p.m.

I. Public Comment: 6:30 p.m. to 7:00 p.m.

Disclaimer: Pursuant to the Sunshine Act, the City of York will only record citizens' names and the subject of testimony provided during the public comment period. Should you request information or desire a response to your testimony, you must provide the City Clerk or Council President with your contact information. Information you provide will be used by City of York agents to process your request. Your name, address and request for information may be entered into the City of York complaint tracking system.

City Council welcomes public comment on agenda items and on City-related issues not on the agenda. Under Council's adopted Rules and Procedures, comment on agenda items occurs during Council's regular 7:00 p.m. meeting. Comment on non-agenda items begins at 6:30 p.m., with Council sitting as a General Committee. Persons wishing to speak on non-agenda items should sign up with the City Clerk before the 6:30 Public Comment committee meeting. Each speaker shall have up to five minutes to speak. To assure access to all participants, the presiding officer may reduce the time limit down to three minutes if the number of speakers who have signed up would extend the total comment period beyond 30 minutes and/or may resume public comment after Council's legislative session has adjourned. Council's Rules, available from the City Clerk, are also on display in Council Chambers and on Council's web page at www.yorkcity.org.

II. Call Legislative Meeting to Order: 7:00 p.m.

III. Roll Call

IV. Pledge of Allegiance

I pledge Allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation, under God, Indivisible, with Liberty and Justice for All.

V. Action on previous meeting Minutes of **November 19, 2013**.

VI. Correspondence and/or Announcements

VII. Presentations, Proclamations and Awards: None

VIII. Meeting(s) Scheduled

- **Tuesday, December 10, 2013 at 6:00 pm:** Council will hold public hearings on the 2014 Proposed York City Budget and will receive presentations from the Controller, Treasurer, Mayor, Human Relations Commission, Solicitor's Office, Public Works and Economic & Community Development. Public comment will be received at the end of the hearing.
- **Wednesday, December 11 at 6:00 pm:** Council will hold public hearings on the 2014 Proposed York City Budget and will receive presentations from Business Administration, Fire Department and Police Department. Public comment will be received at the end of the hearing.

- **Tuesday, December 17, 2013 at 11:00 am:** Public Hearing tentatively scheduled to receive testimony on an application for an Economic Development Liquor License. This meeting is not yet confirmed. Currently working with applicant to obtain documents. (CANCELLED)
- **Tuesday, December 17, 2013 at 7:00 pm:** Council’s regularly scheduled legislative session. Public comment begins at 6:30 p.m.
- **Wednesday, December 18, 2013 at 6:00 pm:** Council Committee meeting scheduled to discuss items for January’s legislative agenda.

IX. Status of Prior Committee Referrals:

- **Booting:** A Bill amending Article 507 “Booting” of the Codified Ordinances remains in committee.
- **Mobile Food Vendors:** A newly drafted, comprehensive Bill regarding mobile food carts was presented and discussed at Council’s November 26th committee meeting which seeks to establish Article 332 “Mobile Food Carts” of the York City Codified Ordinances. Clarification and amendments to the proposed Bill were discussed. Council released the Bill from committee and will introduce it tonight. Final amendments as discussed in committee will be forwarded to Council and incorporated into the final draft prior to consideration of passage on December 17th.

X. Legislative Agenda: (Order of Business – Action on Subdivision/Land Development & HARB Resolutions; Final Passage of Bills/Resolutions; New Business.)

Subdivision / Land Development / HARB

NONE

Final Passage of Bills / Resolutions

1. Final Passage of Bill No. 19 (Forthcoming) – A Bill Approving the 2014-2015 Plan of the York Business Improvement District Authority (Downtown Inc).
Introduced by: Henry Hay Nixon
Originator: YBIDA (Downtown Inc)

New Business

2. Introduction of Bill No. 23 (12/17/13 Agenda) - A Bill Amending Article 1501.04 “Changes in Fire Prevention Code” of the Codified Ordinances. (To establish an opt-in/opt-out provision for connection to the city’s gamewell system.)
Introduced by: Michael Ray Helfrich
Originator: Council (Helfrich)
Note: Bills must sit for at least one meeting. Therefore, this Bill will be considered for final passage on or after December 17, 2013.
3. Introduction of Bill No. 24 (12/17/13 Agenda) - A Bill Establishing Article 332 “Mobile Food Carts” of the Codified Ordinances.
Introduced by: Henry Hay Nixon
Originator: Council
Note: Bills must sit for at least one meeting. Therefore, this Bill will be considered for final passage on or after December 17, 2013. This Bill was amended during Council’s 11/26/13 committee meeting. Those amendments will be submitted to Council in advance of the 12/17/13 legislative meeting and final changes will be reflected in the final draft prepared for adoption.

APPENDED AGENDA

Introduction of Bill No. 25 (12/17/13 Agenda) - A Bill
Amending the 2013 Budget. (For subdivision/development fee planning expenses)
Introduced by: Renee S. Nelson
Originator: Economic & Community Development (PP&Z)

New Business (Continued)

4. Resolution No. 89 - A Resolution
Authorizing an agreement with I O Creative. (For Special Events Consulting services)
Introduced by: David Satterlee
Originator: Public Works
5. Resolution No. 90 - A Resolution
Resolution authorizing a Section 108 Loan Refinancing.
Introduced by: Renee S. Nelson
Originator: Economic & Community Development (BHS)
6. Resolution No. 91 (12/17/13 Agenda) - A Resolution
Establishing fees associated with Article 1126 "Regulation of Portable Toilets" of the Codified Ordinances.
Introduced by: Carol Hill-Evans
Originator: Economic & Community Development (PP&Z)
Note: Fee legislation must sit for at least one meeting. Therefore, this Resolution will be considered for final passage on or after December 17, 2013.

- XI. Requests for Future Meetings
- XII. Council Comment
- XIII. Administration Comment
- XIV. Adjournment
- XV. Resumption of Public Comment Period (at the discretion of the presiding officer)



This agenda is subject to change before and during the meeting for consideration of such other business Council may desire to act upon including items of business deferred from previous Council meetings.

If you are a person with a disability and plan to attend the public meeting, please call 849-2883 if any accommodations are needed to participate in the proceedings. Persons with hearing impairments may contact the Deaf Center at TDD 848-6765 for assistance.

Council of the City of York, PA
Session 2013
Resolution No. 89



Introduced by: David Satterlee

Date: December 3, 2013

WHEREAS, the City of York; York County, desires to contract for special event consulting and coordination services; and

WHEREAS, the attached Agreement is with I O Creative Group to provide these services at a cost of \$60,600.00 per year.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania that the Mayor is authorized and the Controller is authorized and directed to enter into an agreement for same on behalf of the City of York, Pennsylvania.

PASSED FINALLY: December 3, 2013 BY THE FOLLOWING VOTE:

YEAS: Helfrich, Nixon, Satterlee, Nelson -4, _____

NAYS: None


Henry Hay Nixon
Vice President of Council

Attest:


Dianna L. Thompson-Mitchell
CITY CLERK

**CITY OF YORK, PENNSYLVANIA
SPECIAL EVENTS CONSULTING AGREEMENT**

THIS AGREEMENT, entered into on the _____ day of _____ 2013, by and between the CITY OF YORK, a Pennsylvania municipal government ("Client") and I O CREATIVE GROUP ("Firm"), a Pennsylvania business having its principal address at 14 West King Street, York PA 17401

WHEREAS, Firm is in the business of public relations, marketing, special events, and fundraising; and

WHEREAS, Client desires to engage Firm to render, and Firm desires to render to Client, certain special event services, all as set forth.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the parties hereto agree as follows:

1. Engagement

A. Client engages Firm to render the following services in connection with Client's planning, preparing and producing special events for Client as follows:

- i. Analyze Client's current and proposed special events and present specific concepts for improving the quality of the public and private participation on special events.
- ii. Create, prepare and submit individual special event proposals, including new concepts, logistics, and budget, to Client a minimum of 60 days prior to each event for acceptance by Client.
- iii. Prepare and submit to Client for its prior acceptance estimates of costs and expenses associated with proposed special event ideas and concepts.
- iv. Coordinate special event logistics including, but not limited to:
 - a) Marketing and public relations.
 - b) Vendor recruitment and logistics.
 - c) Volunteer recruitment and facilitation.
 - d) Entertainment recruitment and logistics.
 - e) Special event committees.
 - f) Event fundraising and sponsorship.
- v. Provide all graphic arts work for sponsorship program, event ads, event flyers, mailers and other work as necessary.
- vi. The following events are included;
 - Olde York Street Fair
 - Box Lunch Revue
 - Yorkfest
 - York Bike Night
 - Labor Day Celebration (Fundraising only)
 - Light Up Night
 - New Year's Event

Client reserves the right to remove any of the listed events and replace same with a new event should an existing event be canceled and deemed in the best interest of Client to no longer be held.

B. Client agrees to:

- i. Provide storage space for special event logistical items.
- ii. Provide a York City extension and voice mailbox exclusively to receive calls about special events.
- iii. Provide information as requested by firm in a timely manner.

2. Compensation

A. Client will pay Firm a monthly fee in the sum of Five Thousand and Fifty Dollars (\$5,050.00) for the term of the contract;

The monthly fee will be taken from York City's Recreation and Parks Fund.

B. Client shall not be obligated to reimburse Firm for any travel or other out-of pocket expenses incurred in the performance of services pursuant to this Agreement unless expressly agreed upon in written approval by Client in advance.

3. Billing

Firm will coordinate vendor services. Client will directly enter into all vendor contracts. Firm shall not have the authority to enter into any contracts on behalf of Client.

Invoices for services provided by Firm shall be in an itemized format and shall be paid by Client within thirty (30) days of the invoice date. Any bill not paid by due date will be assessed a 1/12% per month late fee not to exceed 18%.

4. Competitors

During the term of this Agreement, Firm may accept employment from, renders services to, represent or otherwise be affiliated with any person, client, corporation or entity in connection with any product or service similar to any product or service of Client with respect to which the Firm is providing any service pursuant to this Agreement.

5. Cost Estimates

Firm shall not commence work on any project pursuant to this Agreement without first estimating costs and obtaining written approval from Client.

6. Audit Rights

Firm agrees that following reasonable prior notice any and all contracts, agreements, correspondence, books, accounts and other information relating to Client's business or this Agreement shall be available for inspection by Client and Client's outside accountants, at Client's expense.

7. Ownership and Use

Firm shall ensure, to the fullest extent possible under law, that Client shall own any and all title and interest in and to, including copyrights, trade secret, patent and other intellectual property rights, with respect to any copy,

photograph, advertisement, music, lyrics, or other work or thing created by Firm or at Firm's direction for Client pursuant to this Agreement and utilized by Client.

8. Indemnification and Insurance

- A. Client shall indemnify and hold Firm harmless with respect to any claims, loss, suit, liability, or judgment suffered by Client, including reasonable attorney's fees and costs, based upon or related to Client's actions or inaction in conducting special events.
- B. Firm shall indemnify and hold Client harmless from any claims, loss, suit, liability or judgment suffered by Client, including reasonable attorney's fees and costs, based upon or directly related to any item prepared by or actions taken by Firm, or at Firm's direction, including but not limited to any claim for negligence, libel, slander, piracy, plagiarism, or infringement of copyright or other intellectual property interest.
- C. In the event of any proceeding, litigation or suit against Client by any regulatory firm or in the event of any court action or other proceeding challenging any advertising prepared by Firm, Firm shall assist in the preparation of the defense of such action or proceeding and cooperate with Client and Client's attorneys.
- D. Firm agrees to release, hold harmless and indemnify Client from and against any and all claims, whether at law or equity, for damages of any kind whatsoever arising directly or indirectly from Firm's business outside of this Agreement.

9. Term

The term of this Agreement shall commence on February 1, 2014 and shall end on January 31, 2016 and shall continue in full force and effect until terminated by either party upon at least thirty (30) days prior written notice, provided that in no event (except breach) may this Agreement be terminated prior to the end of each year of the contract. The rights, duties and obligations of the parties shall continue in full force during or following the period of the termination notice until termination, including the ordering and billing of advertising in media whose closing dates follow then such period.

The Agreement can be extended for one (1) – two (2) year term from February 1, 2016 through January 31, 2018 upon agreement of both parties. Either party shall provide at least (thirty (30) days prior written notice to not extend the contract.

10. Rights upon Termination

- A. Upon termination of the Agreement, Firm shall transfer, assign and make available to Client all property and materials in Firm's possession or subject to Firm's control that are the property of Client, subject to payment in full of amounts due to this Agreement.
- B. Upon termination, Firm agrees to provide reasonable cooperation in arranging the transfer or approval of third party's interest in all contracts, agreements and other arrangements, and all rights and claims thereto and therein following appropriate release from the obligations therein.

11. Default

In the event of a default of any material obligation by or owed by a party pursuant to this Agreement, then the other party may provide written notice of such default and if such default is not cured within then (10) days of

the written notice, then the non defaulting party may terminate this Agreement.

12. Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or certified mail, postage prepaid, or recognized overnight delivery services.

If to Client:

City of York
Department of Public Works
101 South George Street
P.O. Box 509
York, PA 17405
Attention: Director of Public Works

With a copy to:

City of York
Business Administrator
101 South George Street
P.O. Box 509
York, PA 17405

If to Firm:

I O Creative Group
14 West King Street
York, PA 17401
Attention: Kim Walsh-Phillips, Principal

13. Headings

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

14. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

15. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FIRM

Kim Walsh-Phillips, Principal

Date _____

CLIENT

C. Kim Bracey, Mayor

Date _____

Robert F. Lambert, Controller

Date _____

Attest:

Dianna L. Thompson-Mitchell, City Clerk

Date _____

Council of the City of York, PA
Session 2013
Resolution No. 90

Renee S Nelson

INTRODUCED BY: **Renee S. Nelson**

DATE: **December 3, 2013**

WHEREAS, in 2002, the City of York obtained a Section 108 Loan in the amount of \$2,000,000.00 from the Department of Housing and Urban Development to repair streets and sidewalks in certain areas of the city; develop rental units in the 300, 400 and 500 blocks of N. Beaver Street; develop rental units in the 200 and 300 Blocks of W. Market Street; and purchase of 50 S. Duke Street for the Housing Alliance; and

WHEREAS, the city has an \$800,000.00 principal balance remaining on the loan; and

WHEREAS, it would be in the best interest of the city to refinance the existing Section 108 Loan over a period beginning August 1, 2014 through August 1, 2020; and

WHEREAS, the City desires to accomplish this by executing the following documents:

1. Notice of intent to Prepay Existing Section 108 Loan in the amount of \$800,000.00
2. New contract for Section 108 Loan
3. New promissory note
4. Legal opinion regarding the new contract and note from the York City Solicitor's Office; and

WHEREAS, the City of York desires to refinance the remaining principal balance using a variable interest rate based on the LIBOR rate plus 20 basis points; and

WHEREAS, the terms and conditions of the new note and contractual documents will remain the same with the exception of lowering the interest rate.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor is authorized and the Controller is authorized and directed to initiate and execute all documents necessary to undertake the refinancing of the Section 108 HUD Loan #B-99-MC-42-0018 on behalf of the City of York, Pennsylvania.

PASSED FINALLY: **December 3, 2013**

BY THE FOLLOWING VOTE:

YEAS: Helfrich , Nixon , Satterlee , Nelson - 4

NAYS: None



Henry Hay Nixon, Vice President of Council

ATTEST:

Dianna L. Thompson-Mitchell
Dianna L. Thompson-Mitchell, City Clerk

HUD Section 108 Loan Refinance

HUD has delivered documents necessary for the City of York to refinance its Section 108 loan, including:

1. Notice of intent to Prepay Existing Section 108 Loan-Due December 1, 2013
2. New Contract for Section 108 Loan
3. New Promissory Note
4. Legal Opinion regarding new Contract and Note

The Section 108 loan had an original balance of \$2,000,000 and now has an outstanding balance of \$800,000. The date of refinancing is scheduled to be February 1, 2014. This note begins by explaining the economic rationale for refinancing and outlines those steps the City needs to undertake in the coming weeks to make the February 1 deadline.

Thus far, the City has used CDBG funds to make Section 108 loan repayments, which has represented a sizable portion of the annual allocation received by the City. The interest costs on these payments over the last 5 years has averaged \$61,152 ($\$305,760/5$).

With the refinancing, the initial interest rate will be a variable at 20 basis points above the 90 day LIBOR. Today Libor is 0.24%, which would make the interest rate 0.44%. That rate could be fixed if the City saw that the LIBOR was increasing, with the first opportunity to do so in August 2014. It should be noted that the new variable interest rate would probably never reach the interest rate currently included on our loan. Over the next 7 years our current interest rate will increase from 5.56% to 6% in the final year of the loan. The first projected annual interest payments would be about \$3,500 for a savings of \$19,605 ($\$23,105-\$3,500$). As principal is paid down over the next 7 years (please see principal repayment schedule at the end of this memo), these interest payments would diminish even further. The savings in CDBG funds could be directed for other eligible uses. With the uncertainty in DC related to community development program funding, any drastic reduction in funding could eliminate a substantial portion of the services we provide. We are obligated to make the required payments on our 108 loan no matter what reductions we face.

The schedule of loan principal repayments would remain the same as it is now.

The refinancing process involves two parts:

1. Prepayment of the existing Section 108 outstanding loan balance.

The City must sign and deliver a document by December 1st, 2013 evidencing its intent to make the prepayment of the full \$800,000 outstanding on February 1st, 2014. For that reason, we strongly recommend that City Council take up the issue at its November 25 Committee meeting and approve at the December 3rd meeting giving the Mayor authority to submit the appropriate new mortgage documents.

The new section 108 financing, in the amount of \$800,000, will be used to make the prepayment of February 1, 2014. This new financing requires the execution of a Contract, Promissory Note and delivery of a legal opinion from the City's general council. These must also be delivered to HUD sometimes after December 1, 2013. We recommend that the City's Solicitor review these documents which are standardized by HUD prior to Council's committee meeting.

The Chance to refinance the 108 loan with HUD represents a tremendous opportunity to take advantage of low interest rates, and provide the City with the capacity to redirect the savings to other eligible activities.

Section 108 Repayment Schedule

<u>Principal Due Date</u>	<u>Commitment Amount</u>
August 1, 2014	\$100,000
August 1, 2015	\$100,000
August 1, 2016	\$100,000
August 1, 2017	\$100,000
August 1, 2018	\$100,000
August 1, 2019	\$100,000
August 1, 2020	\$200,000