

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: dthomps@yorkcity.org



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AGENDA December 1, 2015

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 period. 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

V. Moment of Silence

VI. Action on previous meeting Minutes of November 17, 2015.

VII. Presentations, Proclamations, Awards and Announcements:

York City Council will hold public hearings on the proposed 2016 York City Budget beginning at **6:30 p.m.** each evening on **Thursday, December 3** and **Wednesday, December 9, 2015** in City Council Chambers, 101 S. George St., York, PA, in accordance with the following schedule:

Thursday, December 3, 2015

Elected Officials (Council, Mayor, Controller, Treasurer)
Solicitor's Office
Human Relations Commission
Public Works – All Divisions and Bureaus
Economic & Community Development – All Divisions
& Bureaus
Public Comment

Wednesday, December 9, 2015

Fire/Rescue Department – All Divisions & Bureaus
Police Department – All Divisions and Bureaus
Business Administration – All Divisions & Bureaus
Public Comment

- VII. Meeting(s) Scheduled: None
- IX. Status of Prior Committee Referrals: No reports
- X. Legislative Agenda: (Order of Business – Action on Subdivision/Land Development & HARB Resolutions; Final Passage of Bills/Resolutions; New Business.)

Subdivision / Land Development / HARB

- 1. Resolution No. 79 _____ - A Resolution
 Accepting the recommendations of HARB.
 Introduced by: Carol Hill-Evans
 Originator: HARB

Final Passage of Bills / Resolutions

NONE

New Business

- 2. Introduction of Bill No. (Referred to the 1/27/16 committee mtg) _____ - A Bill
 Repealing Article 165.07 “Residency Requirement” of the Codified Ordinances. (To repeal the residency requirement)
 Introduced by: Carol Hill-Evans
 Originator: Council (Hill-Evans)
- 3. Introduction of Bill No. 35 (will be on 12/15/15 agenda) _____ - A Bill
 Amending Article 933 “Sewer Rentals” of the Codified Ordinances. (To increase fees effective Jan. 2016)
 Introduced by: Michael Ray Helfrich
 Originator: Business Administration (Finance)
- 4. Resolution No. 80 _____ - A Resolution
 Authorizing an agreement with Community Champions (“CCHAMPS”). (To provide services related to Article 1730 “Foreclosure Property Registry & Maintenance” of the Codified Ordinances)
 Introduced by: Carol Hill-Evans
 Originator: Solicitor’s Office / Economic & Community Development (PP&Z)

- 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 2015
Resolution No. 79

Introduced by: Carol Hill-Evans

Date: December 1, 2015

BE IT RESOLVED, by the Council of the City of York, Pennsylvania, and it is hereby resolved by the authority of the same as follows:

Council hereby approves a Certificate of Appropriateness to be certified to and forwarded by the City Clerk to the York City Building Inspector who is hereby authorized to issue permits for work to be covered in the following application(s) as recommended and approved by the Historical Architectural Review Board:

1. **Jared Louck** for work to be done at **53 N. Penn St.**

The foregoing work to be done in accordance with plans and specifications approved by the Historical Architectural Review Board.

Passed Finally: **December 1, 2015**

By the following vote:

YEAS: Helfrich, Nixon, Satterlee, Nelson, Hill-Evans - 5

NAYS: None.

Carol Hill-Evans
Carol Hill-Evans, President of Council

ATTEST:

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

**CERTIFICATE of APPROPRIATENESS
RECOMMENDATION to YORK CITY COUNCIL**

APPLICATION FOR PROPERTY ADDRESS: 53 N. Penn Street

APPLICANT: Jared Louck

At the public meeting held on Thursday, November 30, 2015 the Board of Historical Architectural Review considered an application for a permit for work to be performed on the above property located with the Historic District.

Proposed Work: The applicant proposes to replace the existing asphalt and slate shingles on the front slope of the mansard roof at 53 N. Penn Street with architectural shingle.

Photos/Plans Attached:

Effect of the proposed change upon the general historic and architectural nature of the district [1731.09(a) of the Codified Ordinances of York, Pennsylvania]:

Appropriateness of exterior architectural features which can be seen from a public street or way only [1731.09(b)]:

General design, arrangement, texture, material and color of building or structure and relation of such factors to similar features of other buildings or structures in the district [1731.09(c)]:

Other relevant findings of fact:

WHEREUPON THE BOARD VOTED TO RECOMMEND **APPROVAL** OF THE APPLICATION:

AS PRESENTED IN THE ATTACHED PRELIMINARY REVIEW SHEET.

AS AMENDED FROM THE PRELIMINARY REVIEW SHEET AS FOLLOWS: _____

DISSENTING VOTES AND RATIONALE: _____

WHEREUPON THE BOARD VOTED TO RECOMMEND DENIAL OF THE APPLICATION BECAUSE:

DISSENTING VOTES AND RATIONALE: _____

Deennis Kunkle

~~John Fox, HARB Chair~~ *Deennis Kunkle vice-chair*

This application was reviewed by York City Council on 12-1-15 and has been
 APPROVED DENIED

Carol Hill-Evans
Carol Hill-Evans, President of City Council

The Secretary of the Interior's Standards for Rehabilitation

The Standards (Department of Interior regulations, 36 CFR Part 67) pertain to historic buildings of all materials, construction types, sizes and occupancy and encompass the exterior and the interior, related landscape features and the building's site and environment as well as attached, adjacent or related new construction. HARB applies these Standards to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.



**York Historical Architectural Review Board
Agenda**

**6:00 PM Thursday November 30, 2015
101 South George Street, York PA. 17401**

- I Welcome:** John Fox, HARB Chair
- II Agenda:** Additions or changes to the agenda
- III Minutes:** Approve minutes from the November 12, 2015 HARB meeting
- IV Cases:**
 - 1. **53 N. Penn Street** – A request by Jared Louck, for a certificate of appropriateness for the replacement of the existing asphalt and slate shingles on the front slope of the mansard roof at 53 N. Penn Street.



**York Historical Architectural Review Board
Meeting Minutes
November 30, 2015**

Members in attendance included: Dennis Kunkle, Vice Chair; Teresa Johnescu; Mark Shermeyer; W. Craig Zumbrun; John Fox, Chair; Joe Jefcoat

Absent: Matt Argabright; Robin Pottorff; Dave Redshaw; Justine Landis;

Consultant: Mary Alfson Tinsman, JMT Cultural Resource Manager/ HARB Consultant

AGENDA ITEM	DISCUSSION	ACTION/RESULT
Welcome and call to order Dennis Kunkle, Vice-Chair	The meeting was called to order at 6:00 pm. The agenda had been prepared by the HARB Consultant.	A quorum was present.
Changes to the Agenda		None.
Minutes of November 12, 2015		Move to approve by Mr. Shermeyer; seconded by Ms. Johnescu. Approved.
Cases	The following cases are approved with the recommended actions.	

Case #1 – 53 N. Penn Street

The applicant, Mr. Louck, presented his application for the property as well as his future plans for work he would like to do. This includes the current applicant for roofing on the front of the mansard roof. He discussed his desire to rehabilitate the house in an appropriate manner that is cost effective for him as the owner. He indicated that he purchased the house on the 19th not knowing that the property was in the Historic District. Mr. Louck first explained the issues with the brick on the front façade (where the mortar was replaced with grey caulk instead of mortar). He then explained the issues with the roof. The current roof is slate, however a previous owner glued asphalt shingles over the slate. Mr. Louck previously purchased material for the roof (architectural shingle).

Mr. Shermeyer asked what type of shingle would be used. Mr. Louck indicated he would like to use Timberline Ultra HD Shingles in a natural shadow (grey) color. Mr. Shermeyer indicated that he sees no issue with the proposed roofing. He then explained that painting the front façade would need to be submitted as a separate application. The HARB consultant then explained the process to date for this property including the staff review that was completed to repaint the previously painted side of the

building. Mr. Shermeyer discussed the possibilities for painting the brick front from his point of view referencing information he had earlier provided to the HARB Board regarding previously painted buildings in the Historic District.

Motion: A motion was made by Mr. Shermeyer to approve the application for the installation of Timberline Ultra HD Shingles in the natural shadow color (grey) to match the existing shingle on other parts of the roof.

Additional Discussion: Mr. Jefcoat asked about the shingles on the remainder of the building including the adjacent half. The applicant indicated that the neighboring roof is 3-tab asphalt shingle.

Mr. Louck asked what other issues he should worry about with exterior work for future applications. Mr. Shermeyer indicated that replacing the windows would be a concern. Mr. Louck indicated that he would like to put appropriate new windows in. Mr. Shermeyer indicated that the board would approve 1/1 wood windows – or possibly clad windows for the front façade. Ms. Johnescu asked if the consultant could send the applicant examples of windows that have been approved by the board. Mr. Shermeyer indicated that vinyl is not approved by the Board for the front façade of buildings but that some of the Anderson composite windows might be possible.

Mr. Fox explained a variety of options regarding fixing and replacing the existing windows on the front façade of the building including the possible use of sash kits. He explained that using a sash kit is difficult because the opening must be perfectly square or the installation will be difficult. Mr. Fox reiterated that vinyl replacement windows would not be approved. Mr. Shermeyer further explained that the board prefers that the applicant keep the frames (stops, etc...). Mr. Fox explained that there are several options for new windows. He asked if the windows need to be replaced all at once. The applicant explained that for cost effectiveness it would be best to do all the windows at once. Mr. Fox recommended Anderson, Pella or Marvin that are all standard windows so custom windows will not be needed. Mr. Fox recommended talking to John H. Myers if the applicant was looking to have someone else install the windows. Mr. Louck clarified that the board would prefer wood replacement windows but that clad or composite windows might be acceptable.

Mr. Louck also asked about the front door which he feels should be replaced. He explained that it is a wood door with some craftsman details that has sections that are rotten – in particular the bottom. He asked what the Board would recommend. Ms. Johnescu indicated that the Board normally asked for in-kind replacement so if it is wood then it should be replaced with wood. Mr. Shermeyer indicated that if it can't be replaced in kind it should be a simple wood replacement.

Mr. Kunkle asked what was wrong with the door. The applicant indicated that the bottom of the door is rotten. Mr. Fox asked how the wood was on the remainder of the door and the applicant indicated that it was in better shape than the bottom. Mr. Shermeyer asked if it could be fixed with a putty or wood filler product. Board members explained that it is possible to fill all of the rotten spaces with an epoxy and then sand and paint the door. Examples of products to use include Minwax or Elmers. Others, that are more complicated, include Abatron or the West System. It would also be an option to replace the bottom board if it's rotten and then use the epoxy to fill in. The Board would prefer that the original door be retained if at all possible. If a storm door is proposed then a separate application would need to be submitted to the Board for the storm door. Mr. Shermeyer indicated that they would prefer a simple single pane door.

Motion: Mr. Fox seconded the previously made motion.

Motion: The motion was approved 6 to 0.

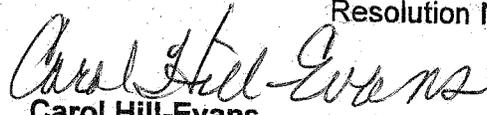
Adjourning and next meeting

The meeting was adjourned at 6:30 pm by general consent; the next scheduled meeting is set for Thursday December 10, 2015.

Minutes recorded by Mary Alfson Tinsman, JMT Cultural Resource Professional/ HARB Consultant.

DRAFT

Council of the City of York, PA
Session 2015
Resolution No. 80

INTRODUCED BY: 
Carol Hill-Evans

DATE: December 1, 2015

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of the City's ordinances and the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the City; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties, York City Council adopted Bill No. 28, Ordinance No. 28 of Session 2015 establishing Article 1730 "Foreclosure Property Registry and Maintenance;" and

WHEREAS, pursuant to Article 1730, the City desires to enter into an agreement with Community Champions ("CCHAMPS") in order to provide services authorized pursuant to said Article to register vacant, abandoned, and foreclosed properties so that the City can properly address violations of the City's property maintenance codes; and

WHEREAS, CCHAMPS will also provide an electronic registration process that is cost-free and revenue-generating for the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of York, Pennsylvania, that Council hereby authorizes the City to enter into an agreement with CCHAMPS for services authorized pursuant to Article 1730 "Foreclosure Property Registry and Maintenance" of the York City Codified Ordinances and 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 1, 2015

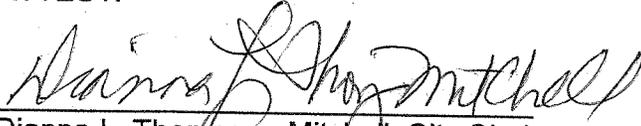
BY THE FOLLOWING VOTE:

YEAS: Helfrich, Nixon, Satterlee, Nelson, Hill-Evans - 5

NAYS: None.


Carol Hill-Evans, President of Council

ATTEST:


Dianna L. Thompson-Mitchell, City Clerk

AGREEMENT BETWEEN
THE CITY OF YORK, PENNSYLVANIA
AND
COMMUNITY CHAMPIONS

This Agreement is made as of the ____ day of ____ by and between Community Champions, a Florida Corporation, with offices at 6767 N. Wickham Rd., Suite 500, Melbourne, FL 32940 ("CCCHAMPS"), and the City of York ("City") _____, a Pennsylvania City of the Third Class _____, with an address at 101 S. George St. York, PA 17401 _____ (the "City").

WITNESSETH:

WHEREAS, because of an overwhelming number of mortgage foreclosures on residential and commercial properties that are in violation of _____ Code of Ordinances, the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the City; and

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties; the City Council adopted Ordinance No. __28 of 2015 codified as Article 1730 _____, the __Foreclosure Property Registry and Maintenance _____ Ordinance (the "Ordinance"); and

WHEREAS, pursuant to the Ordinance the City desires to enter into this Agreement with CCHAMPS in order to provide services authorized pursuant to .Article 1730 _____, to register vacant, abandoned, and foreclosed properties so that the City can properly address violations of the City's property maintenance codes (hereinafter "foreclosed property"); and

WHEREAS, CCHAMPS will also provide an electronic registration process that is cost-free and revenue-generating for the City.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. CCHAMPS RESPONSIBILITIES.

A. CCHAMPS will cite the City's ordinance to mortgagees and proactively contact those that file a public notice of default, *lis pendens*, foreclosure action, and or take title to real property via foreclosure or other any legal means. CCHAMPS will electronically provide for registration of foreclosed properties in violation of applicable City ordinances.

B. CCHAMPS will pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto. CCHAMPS will investigate, report, or take corrective measures monthly to update property status of all foreclosed property electronically registered and in compliance with the relevant City ordinances.

C. CCHAMPS will charge a fee as directed by the City to each Registrant to register all mortgagees who comply with Ordinance ("Registration Fee"). CCHAMPS shall retain \$100 of each collected registration fee and remit the balance to the City in consideration of the services provided. CCHAMPS shall forward

payment of the City's portion of the registration fee to the City's Finance Department no later than the 15th day of the following month during the term of this Agreement.

D. CCHAMPS agrees to provide a website for the registration of each foreclosed property in order to enable compliance with the City's ordinances. The website will direct registrants to the City's website, and further direct traffic, via a hyperlink, to www.cchampions.com. The website found at www.cchampions.com will automatically allow lenders and/or responsible parties to comply with the City's Codes.

E. CCHAMPS will execute the City's website Link agreement and meet all City IT security, and antiviral requirements.

F. CCHAMPS shall provide training and administrative support to City personnel including the posting of notes to the database when received from City Code Compliance Officials.

G. CCHAMPS shall keep City advised of opportunities and programs for affordable housing home ownership programs and opportunities.

H. CCHAMPS will support integration to and from Code Enforcement's enforcement application and the Vacant Property Registry (VPR) application. Types of support would include property maintenance violations and inspections entered directly into the City's Enforcement application. From VPR to Code Enforcement updates would include registration information and responses to violations via VPR. Primary integration would be via web services but could be accomplished via other agreed upon means.

L CCHAMPS will enforce registry through adoption of City process allowing CCHAMPS to send violation notices on behalf of the City to responsible parties not complying with the City Foreclosure Registry ordinance.

2. Indemnification:

A. CCHAMPS shall indemnify and save harmless and defend the City, elected and appointed officials, agents and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of CCHAMPS, its agents, servants or employees in the performance of its obligations pursuant to this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, reasonable attorney's fees, paralegal expenses, and court costs at both the trial and appellate levels arising out of or in connection with the operations permitted under this Agreement.

B. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by CCHAMPS and requires a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CCHAMPS. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. CCHAMPS will indemnify and hold City harmless for any negligent acts of CCHAMPS or for any violation of any intellectual property laws, contracts or statutes.

3. TERM. This Agreement will terminate two (2) year(s) from the date it is executed by the City. In addition, the parties may agree to renew this Agreement for an additional (3) three- one (1) year term(s) through the execution of a written amendment to this Agreement signed by both parties.

4. TERMINATION. This Agreement may be terminated by either Party with or without cause, immediately upon thirty (30) calendar days written notice. Upon termination by City, CCHAMPS shall cease all work performed and forward to City any Registration Fees owed to the City.

5. CONTRACT DOCUMENTS: The following list of documents which are attached hereto as exhibits to the Agreement shall be incorporated into this Agreement, as if fully set forth herein by reference:

A. City Ordinance Article 1730 - Foreclosure Property Registry and Maintenance.

6. INSURANCE. CCHAMPS shall provide and maintain in force at all times during the Agreement with the City, such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance and Errors and Omissions Insurance as will assure to the City of York the protection contained in the foregoing indemnification undertaken by CCHAMPS.

A. Workers' Compensation Statutory limits with \$100,000 Employers Liability.

B. Commercial General Liability Insurance with limits of no less than \$1,000,000.00. Bodily injury shall include operations and premises liability, products and completed operations, owners, and contractors protective liability and personal injury liability.

C. Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$1,000,000.00 per occurrence.

D. Errors and Omissions Insurance limits of liability provided by such policy shall be no less than \$1,000,000.00 to assure City the indemnification specified herein.

E. A Certificate of Insurance acceptable to the City shall be provided listing the above coverages and providing 30 days prior written notice to the City in the case of cancellation. The City shall be named as an additional insured and a certificate holder on the Commercial, General, Automobile, and Professional Liability Policies with a waiver of subrogation on the Workers' Compensation Employer's Liability Policy. A copy of the certificate shall be delivered to the City Clerk at the time CCHAMPS executes this Agreement.

7. OWNERSHIP AND USE OF DOCUMENTS. All documents, records, files and other materials produced by CCHAMPS in connection with the services rendered pursuant to this Agreement shall be the property of the City, and shall be provided to City upon request. CCHAMPS shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CCHAMPS's endeavors. In the event of termination of this Agreement, any reports, records, applications, documents, forms, and other data and documents prepared by CCHAMPS whether finished or unfinished shall become the property of the City, and shall be delivered by CCHAMPS to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CCHAMPS shall be withheld until all documents are received as provided herein.

8. AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.

A. City shall have the right to audit the books, records and accounts of CCHAMPS that are related to this Agreement. CCHAMPS shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CCHAMPS shall preserve and make available, at reasonable times for examination and audit by the City, all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CCHAMPS is notified in writing by the City of the need to extend the retention period. Such retention of such records and documents shall be at CCHAMPS's expense. If an audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the City to be applicable to CCHAMPS's records, CCHAMPS shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CCHAMPS. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

B. In addition, CCHAMPS shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive working papers relating to matters of continuing significance. In addition, CCHAMPS shall provide a complete copy of all documents papers to the City, prior to any final payment, in accordance with this Agreement.

9. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that CCHAMPS is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. CCHAMPS shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CCHAMPS's activities and responsibilities hereunder. CCHAMPS agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work.

This Agreement shall not be construed as creating any joint employment relationship between CCHAMPS and the City and the City will not be liable for any obligation incurred by CCHAMPS, including but not limited to unpaid minimum wages and/or overtime premiums.

10. NOTICES. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, CCHAMPS and the City designate the following as the respective places for giving of notice:

CITY: City of York
101 South George Street
P.O. Box 509
York, PA 17405-0509

Attention: Mr. Shilvosky Buffaloe, Director Department of Economic & Community
Development

CCHAMPS: David Mulberry, President/CEO
6767 N. Wickham Road, Suite 500
Melbourne, FL 32940

11. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CCHAMPS without the prior written consent of City. For purposes of this Agreement, any change of ownership of CCHAMPS shall constitute an assignment which requires City approval. However, this Agreement shall run to the City and its successors and assigns.

12. AMENDMENTS. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. CONTINGENT FEES. The parties acknowledge that no party has been offered any contingency fee or any other monetary consideration to obtain this Agreement.

14. BINDING AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15. LAWS AND ORDINANCES. CCHAMPS shall observe all laws and ordinances of the City, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

16. EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, CCHAMPS shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

17. WAIVER. Any failure by City to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and City may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

18. SEVERABILITY. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19. GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania with venue lying in York County, Pennsylvania.

20. ENTIRE AGREEMENT. This Agreement represents the' entire and integrated agreement between the CITY and the CCHAMPS and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF YORK

By: _____ Date: _____
C.Kim Bracey, Mayor

By: _____ Date: _____
Robert Lambert, Controller

ATTEST:

Diana Thompson-Mitchell, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Jason Sabol, City Solicitor

COMMUNITY CHAMPIONS



CCHAMPS OFFICER 11/19/2015
DATE
David Mulberry, President/CEO
Printed Name of Officer