

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 8306

DATE 2-6-14

TITLE

**RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF
WILLIAMSPORT AND THE COUNTY OF LYCOMING FOR MEMORIAL
HOMES SITE IMPROVEMENTS**

WHEREAS, the City of Williamsport submitted a grant application to Pennsylvania Department of Community and Economic Development for the Keystone Communities Program grant for infrastructure improvements within the Brodart Neighborhood Improvement Program area; and

WHEREAS, the local match for these grant funds are being provided from the County of Lycoming and the City of Williamsport Community Development Block grant funds.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Mayor and the City Controller are authorized to execute the attached agreement between the City of Williamsport and the County of Lycoming for Lycoming County's local match in the amount of \$200,000.00, which includes site improvements as part of the Memorial Homes housing development.

Approved

Janece Frank
City Clerk

Anthony Hall
President



CITY OF WILLIAMSPORT

DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT

MEMORANDUM

TO: Mayor Gabriel J. Campana and Members of City Council

FROM: John J. Grado

RE: **RESOLUTION TO APPROVE AN AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND THE COUNTY OF LYCOMING FOR MEMORIAL HOMES SITE IMPROVEMENTS**

DATE: January 31, 2014

Attached for City Council's review is a resolution authorizing the execution of an agreement between the City of Williamsport and the County of Lycoming for the Act 13 funds in the amount of \$200,000.

The scope of work for the project is for site improvements related to and adjacent to the Memorial Homes Housing Development including, but not limited to, new sidewalks, curbs, accessible ramps to sidewalks, street trees, crosswalks, bituminous pavement and base course, pavement markings, drainage and lighting in areas along Memorial Avenue, Scott Street and Oliver Street, being a part of the Brodart Neighborhood Improvement Program.

The intent of this funding is to provide a portion of the local match for the grant application that was submitted to PA DCED for the improvements within the Brodart Neighborhood Improvement Program area.

This is a standard County of Lycoming agreement necessary to receive the funds. We are requesting City Council action on this resolution on Thursday, February 6, 2014.

CITY HALL ~ 245 WEST FOURTH STREET ~ WILLIAMSPORT, PA 17701
PHONE (570) 327-7511 ~ FAX (570) 327-7509

COUNTY OF LYCOMING

AGREEMENT

This Agreement made the _____ day of _____, 2014, between the COUNTY OF LYCOMING, a political sub-division of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as "COUNTY", and CITY OF WILLIAMSPORT, also a political sub-division of the Commonwealth of Pennsylvania, hereinafter sometime referred to as "CITY."

WHEREAS, the COUNTY entered into a Memorandum of Agreement on 22 December 2011 with Brodart Company, Greater Lycoming Habitat for Humanity, CITY, and P&L

Investments in which the County committed to identify and secure funding for demolition and environmental remediation of parcels 70-007-103 and 70-012-100, also known as the former Brodart site; and,

WHEREAS, the COUNTY has previously agreed to allocate a total of \$610,000 of its Act 13 gas impact fee funds to the various components of the Williamsport Housing Strategy as the project progresses; and

WHEREAS, the County on 14 February 2013 committed \$140,000 of the allocated Act 13 funds to the Williamsport Housing Strategy to support environmental remediation and demolition activities at the former Brodart site; and

WHEREAS, the CITY successfully completed those demolition and environmental remediation activities and was awarded an ACT 2 approval by the PA Department of Environmental Protection on 20 December 2013; and,

WHEREAS, the CITY is prepared to undertake the next phase of the strategy which includes the Memorial Homes Pad Preparation and Off-Site Improvements efforts (the PROJECT) which is further described and defined in EXHIBIT A; and,

WHEREAS, the CITY anticipates completing the design and construction of the project at an estimated cost of \$300,000; and,

WHEREAS, the COUNTY has a vested interest in partnering with the CITY to provide Act 13 funds in the amount of \$200,000 to assist with the PROJECT; and,

WHEREAS, the COUNTY has indicated to both the CITY and PA Department of Community & Economic Development in a letter dated 16 January 2014 its intent to commit \$200,000 to the PROJECT; and,

WHEREAS, the CITY acknowledges that it is responsible for securing the remaining funds needed for the PROJECT; and,

WHEREAS, the COUNTY has designated this PROJECT as a priority in the Lycoming County Comprehensive Plan of August 2006 and the COUNTY's Marcellus Shale Housing Impact Study of August 2012; and

NOW THEREFORE, it is hereby agreed as follows:

1. The COUNTY will make available PA Act 13 financial assistance in an amount of \$200,000 to the CITY, as reimbursement for work completed on the PROJECT.
2. The CITY estimates completion of the PROJECT by the 1st of October 2015.
3. Remittance of Act 13 funds will be made following the receipt of the CITY's invoice and in accordance with the COUNTY's monthly accounting cycle.

4. In its administration of any and all contracts awarded in association with this agreement, CITY will comply with all applicable federal, state, and local laws, rules and regulations.
5. CITY will provide the COUNTY with completed reports and other documents requested by the COUNTY and forward copies to the COUNTY's Planning and Community Development Department within a reasonable time frame. The requested documents include, but are not limited to, those that:
 - (a) Demonstrate that Act 13 funds have been spent in accordance with this agreement.
 - (b) Provide the COUNTY with "as built" plans of the PROJECT, as appropriate, and other related documentation.
6. CITY shall supply the COUNTY with information and records as requested by the COUNTY to support the COUNTY's audit of these funds and shall otherwise cooperate fully with the COUNTY to satisfy audit requirements pertaining to the funds.
7. CITY will allow independent and/or COUNTY auditors access to its records, financial and otherwise, in order to determine compliance with all laws, rules, regulations, and terms and conditions of this Agreement. If non-compliance arises, CITY will be directed to take corrective action. Upon receiving a directive for such corrective action, CITY will, in writing, inform the COUNTY of its timetable for implementation of the required corrective action and, after the completion of the timetable, certify to the COUNTY the completion of the necessary corrective action. All cost associated with such corrective action will be the responsibility of the CITY.
8. In the event the CITY fails to comply with the requirements of this contract, the COUNTY may terminate CITY's further participation in this Agreement and may seek reimbursement from the CITY for all funds expended under this Agreement.

9. Should it be determined in any regulatory or judicial proceeding that the CITY's use of any of the subject funds is an improper expenditure of Act 13 funds, the CITY shall reimburse the COUNTY for any and all funds so expended.
10. CITY agrees to indemnify and hold the COUNTY harmless from any and all claims of any kind whatsoever arising out of the CITY's expenditure of the funds which are the subject of this Agreement.
11. This Agreement shall be effective as of the 2nd of January 2014.

IN WITNESS WHEREOF, and intending to be legally bound hereby, this agreement has been executed as of the date and year first written above.

COUNTY OF LYCOMING

ATTEST:

Jeff C. Wheeland, Chairman

Ann Gehret, Chief Clerk

Ernest P. Larson, Vice Chairman

Tony R. Mussare, Secretary

ATTEST:

CITY OF WILLIAMSPORT

Janice Frank, City Clerk

Gabriel J. Campana, Mayor

Margaret J. Woodring, City Controller

EXHIBIT A

Description of Work

The scope of work for the project is for site improvements related to and adjacent to the Memorial Homes Housing Development including, but not limited to, new sidewalks, curbs, accessible ramps to sidewalks, street trees, crosswalks, bituminous pavement and base course, pavement markings, drainage and lighting in areas along Memorial Avenue, Scott Street and Oliver Street being a part of the Brodart Neighborhood Improvement Program.