

**CITY OF WILKES-BARRE  
PENNSYLVANIA**



# **CITY COUNCIL AGENDA**

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CITY COUNCIL

WORK SESSION

**REVISED AGENDA**

Date: December 6, 2016

Time: 6:00 p.m.

6:00 p.m. **General Discussion - City Market Outdoor Seating Request**

6:10 p.m. **PFM – Presentation of Early Intervention Plan**

6:10 p.m. **Jim Ryan, City Clerk**

1. Resolution reaffirming it's commitment to the system by updating the original NIMS Resolution and adopting the National Incident Management System again as part of the City's Emergency Response Plan.

6:20 p.m. **Mayor Tony George (See Attached)**

**WILKES-BARRE CITY COUNCIL  
WORK SESSION  
DECEMBER 6, 2016**

**RESOLUTIONS:**

Authorizing the proper city officials to execute Supplemental Agreement No. 048394-D with the Commonwealth of Pennsylvania, Department of Transportation, related to the Sidney Street Bridge Project.

**ORDINANCE:**

Adopting the 2017 Action Plan encompassing the Community Development Block Grant Program, and HOME Program Budgets for Program year Forty-Three and appropriating specific sums estimated to be required to complete program activities.

**CITY OF WILKES-BARRE  
PENNSYLVANIA**



# **CITY COUNCIL AGENDA**

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CITY COUNCIL

DECEMBER 8, 2016

PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA (RESOLUTIONS)

ORDINANCE

PUBLIC DISCUSSION

ADJOURNMENT

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CITY COUNCIL  
DECEMBER 8, 2016

**CONSENT AGENDA (RESOLUTIONS)**

Reaffirming the City's commitment to the system by updating the original NIMS Resolution and adopting the National Incident Management System again as Part of the City's Emergency Response Plan.

Authorizing the proper city officials to execute Supplemental Agreement No. 048394-D with the Commonwealth of Pennsylvania, Department of Transportation, related to the Sidney Street Bridge Project.

Authorizing City Market & Café Inc. to utilize ten feet of the city right-of-way located in front of its Public Square location.

**MINUTES**

Of the Parking Authority of the City of Wilkes-Barre of October 18, 2016.

Of the Zoning Hearing Board of October 19, 2016.

Of the Wilkes-Barre City Planning Commission of October 19, 2016.

Of the Regular Session of City Council of November 17, 2016.

CITY COUNCIL  
DECEMBER 8, 2016

**ORDINANCE**

**FILE OF COUNCIL NO. 19 OF 2016 - AN ORDINANCE ADOPTING THE 2017 ACTION PLAN ENCOMPASSING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, AND HOME PROGRAM BUDGETS FOR PROGRAM YEAR FORTY-THREE AND APPROPRIATING SPECIFIC SUMS ESTIMATED TO BE REQUIRED TO COMPLETE PROGRAM ACTIVITIES. (FIRST READING)**



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

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

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

Whereas, the National Incident Management System (NIMS) is an incident management structure used by federal, state, local and tribal responders to an emergency situation; and

Whereas, NIMS uses best practices developed by responders throughout the country; and

Whereas, Wilkes-Barre City's Emergency Response Plan must adopt NIMS in order to meet state and federal criteria; and

Now, Therefore, Be It Resolved, that the Wilkes-Barre City Council hereby reaffirms its commitment to the system by updating the original NIMS Resolution and adopts the National Incident Management System again as part of the City's Emergency Response Plan.

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

**ROLL CALL**

YEAS

**RESOLUTIONS**

NAVC



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 Supplemental Agreement No. 048394-D with the Commonwealth of Pennsylvania, Department of Transportation related to the Sidney Street Bridge Project.

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

**ROLL CALL**

**YEAS**

**RESOLUTIONS**

**NAYS**

Luzerne County  
City of Wilkes-Barre  
Sidney Street Bridge

SUPPLEMENTAL AGREEMENT NO 048394-D  
MPMS NO. 9037  
FED ID NO. 24-6000718  
SAP Vendor 141722

THIS SUPPLEMENTAL AGREEMENT, made this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_ by and between the Commonwealth of Pennsylvania, acting  
through the Department of Transportation, hereinafter called the COMMONWEALTH,

AND

the City of Wilkes-Barre, Luzerne County, of the Commonwealth of Pennsylvania, acting  
through its proper officials, hereinafter called the MUNICIPALITY.

WITNESSETH:

WHEREAS, the parties entered into Agreement No. 048394, whereby the  
COMMONWEALTH was to provide to the MUNICIPALITY Federal funds for the design,  
acquisition of right-of-way and construction of the Sidney Street Bridge Project as set forth  
herein; and,

WHEREAS, the parties under date of October 19, 2004, by Supplemental Agreement  
No. 048394A, supplemented the Agreement to add Final Design, Utilities, Right-of-Way and  
Construction Costs.



WHEREAS, the parties under date of December 16, 2011, by Supplemental Agreement No. 048394B, supplemented the Agreement to increase Construction Costs and to revise Municipal Construction Costs utilizing Act 26 Funding.

WHEREAS, the parties under date of September 13, 2013, by Supplemental Agreement No. 048394C, supplemented the Agreement to revise construction to eliminate Act 26 Funding.

WHEREAS, the parties further desire to amend Agreement No. 048394 for the purpose of increasing construction costs.

NOW, THEREFORE, the parties agree to amend Agreement No. 048394, 048394A, 048394B and 048394C in accordance with the following:

1. Paragraph 8(b) is amended to revise the maximum reimbursement of funds from COMMONWEALTH to the MUNICIPALITY from \$ 3,215,750.00 dollars to \$ 3,301,250.00 dollars as set forth in Exhibit "AAAAA" Supplement, which is attached to and made a part of this Supplemental Agreement.
2. Exhibit "AAAA" Supplemental is hereby replaced by Exhibit "AAAAA" Supplement.
3. Exhibit "B" Procedures for Right-of-Way Acquisition by Municipality is hereby deleted and replaced with Exhibit "BB" Procedures for Right-of-Way Acquisition by Municipality – Federal.
4. Exhibit "EE" Nondiscrimination/Sexual Harassment Clause is hereby deleted and replaced with Exhibit "EEE" Federal Nondiscrimination and Equal Employment Opportunity Clauses.

5. Exhibit "H" Contractor Integrity Provisions is hereby deleted and replaced with Exhibit "HH" Contractor Integrity Provisions.
6. All other terms and conditions of Agreement 048394, and Supplements 048394A, 048394B and 048394C not modified by this Supplemental Agreement, shall remain in full force and effect.

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

ATTEST:

MUNICIPALITY\*

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

BY \_\_\_\_\_  
Title: \_\_\_\_\_ Date

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
District Executive Date

APPROVED AS TO LEGALITY  
AND FORM:

BY \_\_\_\_\_  
for Chief Counsel Date

BY \_\_\_\_\_  
Deputy General Counsel Date

BY \_\_\_\_\_  
Deputy Attorney General Date

FUNDS COMMITMENT DOC. NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE UNDER  
SAP NO. \_\_\_\_\_  
SAP COST CENTER \_\_\_\_\_  
GL ACCOUNT \_\_\_\_\_  
AMOUNT \_\_\_\_\_

BY \_\_\_\_\_  
for Comptroller Date

This agreement is split 80%, expenditure amount of \$3,111,600.00 for Federal funds and 15%, expenditure amount of \$521,250.00 for State funds. The related Federal Assistance program name and number is Highway Planning and Construction; 20.205. The State assistance program name and number is Appropriation 84 Bridge, Project Local; Symbol 284.

PROCEDURES FOR RIGHT-OF-WAY ACQUISITION  
BY MUNICIPALITY - FEDERAL

a. The MUNICIPALITY will acquire all necessary right-of-way by gift, agreement, purchase, and/or condemnation.

b. The MUNICIPALITY, subject to the supervision of the COMMONWEALTH, will be responsible for all negotiations, defense of all claims, and initial payment of all property damages resulting from the aforesaid acquisition and/or condemnation. The MUNICIPALITY will strictly comply with all applicable right-of-way acquisition procedures set forth in the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the COMMONWEALTH's current PennDOT Right-of-Way Manual and its amendments. Such acquisition costs shall include, but shall not be limited to, payment of claims of the affected property owners, photographic, appraisal and engineering services, title reports, counsel fees, expert witness fees required for the adjudication of all property damage claims, transcripts of testimony before Board of View, and all record costs including printing costs, in case of appeal to an Appellate Court.

(1) The COMMONWEALTH will, with funds allocated to it by the FHWA, reimburse the MUNICIPALITY for the Federal share of the right-of-way costs incurred by the MUNICIPALITY as provided hereinafter in paragraph ten of this agreement. However, no reimbursement for right-of-way shall be made for the MUNICIPALITY's administrative costs, and no reimbursement shall be made for items which are not compensable under the Eminent Domain Code of 1964, Act of June 22, 1964, P.L. 84, as amended, or pursuant to Appellate Court Order or Agreement between the COMMONWEALTH and the MUNICIPALITY.

(2) Reimbursement by the COMMONWEALTH to the MUNICIPALITY shall be further conditioned upon the following terms for determining an acquisition price for the property to be acquired:

(i) In the event any parcel or property is to be acquired prior to a Court of Common Pleas verdict, an agreement for acquisition shall be executed only after the MUNICIPALITY and the COMMONWEALTH have agreed in writing on the acquisition price, including all items of damage.

(ii) In the event the demands of time require (e.g., at a pretrial conference or at trial), the MUNICIPALITY and the COMMONWEALTH may agree orally, provided that such agreement shall be confirmed in writing immediately thereafter.

(iii) In no event shall the acquisition price exceed the amount of Court verdict, plus applicable detention damages and other items of special damage; unless the

COMMONWEALTH and the MUNICIPALITY shall have first agreed thereto in writing.

(iv) The MUNICIPALITY agrees to notify the COMMONWEALTH promptly of all Board of View Awards and Verdicts of the Court of Common Pleas. The parties agree that appeals will be taken from any award of Judgement whenever either party hereto deems it necessary or advisable.

c. The terms, "right-of-way costs" and "other property damages", as used in this agreement shall include, but shall not be limited to, consequential damages, damages from de facto or inverse takings, special damages for displacement, damages for the preemption, destruction, alteration, blocking and diversion of drainage facilities, and any other damages which may be claimed or awarded under the Eminent Domain Code; the State Highway Law; whether awarded or entered against the COMMONWEALTH and/or the MUNICIPALITY.

d. Prior to advertisement for the receipt of bids, the MUNICIPALITY will submit a Right-of-Way Certificate to the COMMONWEALTH for FHWA approval.

**FEDERAL NONDISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY CLAUSES  
(All Federal Aid Contracts)\* (1-76)**

1. **Selection of Labor:** During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.
2. **Employment Practices:** During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the State highway department setting forth the provisions of this nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway department advising the said labor union or workers' representative of the contractors commitments under section 2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.
  - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The contractor will include the provisions of Section 2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
3. **Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

*EXHIBIT "EE"*

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this contract.
- b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in the Regulations.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontract or supplier shall be notified by the contract of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- d. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. Incorporation of Provisions: The contractor shall include the provisions of this paragraph 3 in every subcontract, including procurements of materials and leases of equipment, unless except by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department or enter into such litigation to protect the interest of the State, and , in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Wherever hereinabove the word "contractor" is used, it shall also include the word engineer, consultant, researcher, or other entity (governmental, corporate, or otherwise), its successors and assigns as may be appropriate.

\*Not to be used if otherwise included in Construction or Appalachian Contract Provisions.

EXHIBIT "EE"

## CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3)** had any business license or professional license suspended or revoked;
  - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit "HH"

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Exhibit "HH"

**PROJECT ESTIMATED COSTS**

	Municipality Incurred Costs	Commonwealth Incurred Costs	Phase Totals
Design	\$ <u>390,000.00</u>	\$ <u>20,000.00</u>	\$ <u>410,000.00</u>
Utilities	\$ <u>10,000.00</u>	\$ <u>2,000.00</u>	\$ <u>12,000.00</u>
Right-of-Way	\$ <u>75,000.00</u>	\$ <u>5,000.00</u>	\$ <u>80,000.00</u>
Construction	\$ <u>3,000,000.00</u>	\$ <u>387,500.00</u>	\$ <u>3,387,500.00</u>
<b>SUBTOTALS</b>	\$ <u>3,475,000.00</u>	\$ <u>414,500.00</u>	\$ <u>3,889,500.00</u>

**COST SHARING** (Municipality Incurred Costs)

	Federal ( <u>80%</u> )	State ( <u>15%</u> )	Municipality ( <u>5%</u> )	State Act 26 (0%) (If applicable)	Phase Subtotals
Design					
Preliminary	\$ <u>192,000.00</u>	\$ <u>36,000.00</u>	\$ <u>12,000.00</u>	\$ _____	\$ <u>240,000.00</u>
Design-Final	\$ <u>120,000.00</u>	\$ <u>22,500.00</u>	\$ <u>7,500.00</u>	\$ _____	\$ <u>150,000.00</u>
Utilities	\$ <u>8,000.00</u>	\$ <u>1,500.00</u>	\$ <u>500.00</u>	\$ _____	\$ <u>10,000.00</u>
Right-of-Way	\$ <u>60,000.00</u>	\$ <u>11,250.00</u>	\$ <u>3,750.00</u>	\$ _____	\$ <u>75,000.00</u>
Construction	\$ <u>2,400,000.00</u>	\$ <u>450,000.00</u>	\$ <u>150,000.00</u>	\$ _____	\$ <u>3,000,000.00</u>
<b>TOTALS</b>	\$ <u>2,780,000.00</u>	\$ <u>521,250.00</u>	\$ <u>173,750.00</u>	\$ _____	\$ <u>3,475,000.00</u>

**COST SHARING** (Commonwealth Incurred Cost)

	Federal ( <u>80%</u> )	State ( <u>15%</u> )	Municipality ( <u>5%</u> )	State Act 26 (0%)	Phase Subtotals
Design					
Preliminary	\$ <u>8,000.00</u>	\$ <u>1,500.00</u>	\$ <u>500.00</u>	\$ _____	\$ <u>10,000.00</u>
Design-Final	\$ <u>8,000.00</u>	\$ <u>1,500.00</u>	\$ <u>500.00</u>	\$ _____	\$ <u>10,000.00</u>
Utilities	\$ <u>1,600.00</u>	\$ <u>300.00</u>	\$ <u>100.00</u>	\$ _____	\$ <u>2,000.00</u>
Right-of-Way	\$ <u>4,000.00</u>	\$ <u>750.00</u>	\$ <u>250.00</u>	\$ _____	\$ <u>5,000.00</u>
Construction	\$ <u>310,000.00</u>	\$ <u>58,125.00</u>	\$ <u>19,375.00</u>	\$ _____	\$ <u>387,500.00</u>
<b>TOTALS</b>	\$ <u>331,600.00</u>	\$ <u>62,175.00</u>	\$ <u>20,725.00</u>	\$ _____	\$ <u>414,500.00</u>

**TOTAL COST**

Federal	State	Municipality	Total
(\$3,111,600.00)	(\$583,425.00)	(\$194,475.00)	(\$3,889,500.00)

COUNTY: Luzerne  
MUNICIPALITY: City of Wilkes-Barre  
PROJECT NAME: Sidney Street Bridge



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

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

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

RESOLVED, that the City Council of the City of Wilkes-Barre hereby authorizes City Market & Café Inc. to utilize approximately ten (10') feet of the City right-of-way located in front of its Public Square location provided that pedestrian and emergency vehicle access are not adversely effected and upon the following conditions:

1. A Hold Harmless Agreement in favor of the City of Wilkes-Barre shall be executed and returned to the Office of the City Attorney.
2. Certificates of Insurance naming the City as an additional insured shall be filed with the Office of the City Attorney in an amount of one million per occurrence and two million per aggregate.
3. Any alcoholic beverages served must be contained in the area licensed by the Pennsylvania Liquor Control Board.
4. Any and all successors must follow the same requirements.

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

**ROLL CALL**

**RESOLUTIONS**

**NAVC**

FILE OF COUNCIL

NO. \_\_\_\_\_ OF 2016

PRESENTED IN CITY COUNCIL \_\_\_\_\_

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AN ORDINANCE

**ENTITLED "AN ORDINANCE OF THE CITY OF WILKES-BARRE, COUNTY OF LUZERNE, AND THE COMMONWEALTH OF PENNSYLVANIA, ADOPTING THE 2017 ACTION PLAN ENCOMPASSING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, AND HOME PROGRAM BUDGETS FOR PROGRAM YEAR FORTY-THREE AND APPROPRIATING SPECIFIC SUMS ESTIMATED TO BE REQUIRED TO COMPLETE PROGRAM ACTIVITIES."**

*WHEREAS, it is now appropriate to adopt the 2017 Action Plan for Program Year Forty-Three and to submit a Final Statement of Objectives to DHUD.*

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

*SECTION I. The Budget and Financial Statement of Objectives for the 2017 Action Plan for Year Forty-three are hereby adopted and referenced in the 2017 Action Plan.*

*SECTION II. Further, the proper City Officials are hereby authorized to submit to DHUD, the Financial Statement of Objectives and Use of Funds for year Forty-Three.*

*SECTION III. 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 be included.*

*SECTION IV. Further, the proper City Officials are hereby authorized to bid, award, and execute all contracts to implement this budget pursuant to all regulatory requirements of the Community Development Block Grant, , and HOME Programs.*

*SECTION V. All Ordinances or parts of Ordinances inconsistent herewith be and the same are hereby repealed.*