



**CITY OF CHESTER
COUNCIL MEETING AGENDA
MARCH 13, 2024**

1 Fourth Street
Chester, PA 19013

PRAYER: FR. BOB IANELLI OF SAINT KATHARINE DREXEL CATHOLIC CHURCH

PLEDGE OF ALLEGIANCE

ROLL CALL

ANNOUNCEMENTS

City Council met in Executive Session on Wednesday, March 6, 2024

Chester City 2nd Annual Women's Health Conference - March 23, from 9 AM- 1 PM - Cost Free

Vaccine Clinic - March 21, 2024, at Edgmont Senior Apartments from 11 AM - 2 PM

PUBLIC COMMENT ON ACTION ITEMS, ONLY

RESOLUTIONS

R – 18: Authorization for Contract with **Colliers Engineering & Design, Inc.**, in the amount of \$395,000 to assist with developing Safe Streets and Roads projects and engineering services to meet our capital plan needs, ARPA project completion for all Action Plans to prioritize safety enhancements, and justify essential investments. Professional services through the proposal process, two quotes provided five requested, 3-year contract.

R – 19: Approves ten requests for handicapped parking zones: after an investigation by the Department of Public Works, to meet all of the required criteria and have a need for a handicapped parking zone.

R – 20: Approves amendment of IT Equipment purchase of hardware, software and network upgrades from Dell Marketing LP through TechGuides for ARPA Projects #53 and #22 not to exceed \$1,024,500 from the American Rescue Plan Funds.

R – 21: Approves Human Resources to manage a temporary staffing company to provide workforce opportunities for those seeking to return to work and obtain stable employment. Processed through the procurement process as a result awarded to Careers USA in the amount of \$120,000.

R – 22: Policy outlines the appropriate use, management, and oversight of Community Engagement Funds to ensure these funds are used to foster community engagement, support local initiatives, and enhance the constituents' welfare.

Ordinance

B – 1: Community Benefits Agreement Ordinance: To require community benefits agreements for certain development projects that receive City support or financial assistance including abatement of municipal taxes; all under certain terms and conditions. A contract between a

developer and a community group that outlines the project's contributions to the local community. It ensures that the development provides specific benefits to the local residents, such as affordable housing, job opportunities, and environmental improvements. CBAs are used to address community concerns and ensure that the economic and social impacts of a development project are positive and widely shared.

ORDINANCES FOR INTRODUCTION (To be referred to Committee with public comment prior to referral):

B -2: To establish fee schedule rates setting nominal fees based upon program costs, using a market-based approach so that payments are consistent with efficiency, economy, and quality of care and sufficient enough so that services are available to the general population in the geographic area.

OLD BUSINESS

NEW BUSINESS – REPORTS FROM COMMITTEES

Budget and Finance Committee:

Chair Davis, Roots, West

The Committee met on January 10 and reviewed the finance reports; there are no future meetings scheduled at this time.

Community and Economic Development Committee:

Chair Gibson, Green, Davis

The committee has not met since the last council meeting; there are no future meetings scheduled at this time.

Human Resources, Administration, and Appointments Committee:

Chair Roots, Davis, Gibson

The Committee has not met since the last Council meeting; there are no future meeting scheduled at this time.

Parks and Recreation Committee:

Chair Green, West, Davis

The Committee has not met since the last Council meeting; there are no future meetings scheduled at this time.

Public Safety Committee:

Chair Roots, Gibson, Green

The committee met this evening; there are no future meetings scheduled at this time.

Public Works Committee:***Chair West, Green, Gibson***

The Committee has not met since the last Council meeting; there are no future meetings scheduled at this time.

Rules, Chambers, Intergovernmental Relations, and Strategy Committee:***Chair Roots, West, Green***

The committee has not met since the last Council meeting; there are no future meetings scheduled at this time.

Controller's Report (3 minutes) - No report for this meeting**Public Comment****Council Comment****Adjournment**

Council meetings are held on the second and fourth Wednesday of each month beginning at 10:00 AM in Council Chambers, with the exception of every other month when Council meets on the second Wednesday at 7:00 PM. For copies of the agenda or meeting announcements, please visit our website at www.Chestercity.com or contact the Clerk at CNewsome@chestercity.com to receive an email notice of the meetings.

NEXT PUBLIC MEETING OF COUNCIL: MARCH 25, 2024

R E S O L U T I O N

NO. 18 - 2024

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the contract with **Colliers Engineering & Design, Inc.**, 181 Washington Street, Conshohocken, PA 19428, Suite 430, in the amount of Three Hundred Ninety-five Thousand Dollars (\$395,000) to assist with developing Safe Streets and Roads projects and engineering services to meet our capital plan needs, ARPA project completion for all Action Plans to prioritize safety enhancements, and justify essential investments. Professional services through the proposal process, two quotes provided five requested, 3-year contract.

FURTHER, that it does authorize the proper City official to execute said Agreement for and on behalf of the City of Chester.

FURTHER, said Agreement is contingent upon final approval of the City Solicitor.

WE HEREBY CERTIFY that this Resolution passed Council this 13th day of March, A.D. 2024.

MAYOR

Attest:

ACTING CITY CLERK

AGREEMENT

THIS AGREEMENT, made and executed, on this day of **March** 2024 by and between **Colliers Engineering & Design, Inc.**, a New Jersey corporation, with offices located at 181 Washington St. Conshohocken, PA 19428, hereinafter referred to as “CONSULTANT/CITY ENGINEER,” and the **City of Chester**, in the County of Delaware, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter referred to as “CLIENT” and collectively as “PARTIES”.

WITNESSETH

WHEREAS CONSULTANT/CITY ENGINEER and CLIENT in consideration of the promises and covenants contained herein, hereby agree, covenant, and promise as follows:

1. Services and Compensation in General. CONSULTANT/CITY ENGINEER shall hold available to CLIENT all officers, employees, and facilities of CONSULTANT/CITY ENGINEER to perform all engineering services normally provided by the CONSULTANT/CITY ENGINEER as requested by the CLIENT. The CLIENT shall compensate CONSULTANT/CITY ENGINEER for any and all engineering services requested by the CLIENT and performed by CONSULTANT/CITY ENGINEER in accordance with the terms of this Agreement.

2. Costs and Expenses. All costs and expenses incurred by CONSULTANT/CITY ENGINEER shall be borne solely by CONSULTANT/CITY ENGINEER unless specifically reimbursable under another provision of this Agreement or specifically authorized in writing by the CLIENT.

3. Scope of Services.

A. CONSULTANT/CITY ENGINEER shall provide a proposal detailing the scope of work for each project requested by the CLIENT. Any proposal submitted and approved by the CLIENT during the Term of this Agreement shall be made a part hereof by reference. The scope of services set forth in the aforementioned proposal shall specify:

- Serve as the City’s Engineer
- Advise the Chief of Staff and the Director of Public Works or designee on all matters related to engineering.

- Assist City staff in determining needed improvements to City streets, roads, and facilities, as well as providing cost estimates for maintenance and repairs; design work and preparation of specifications as needed.
- Serve as the project engineer on City construction and maintenance projects and oversee surveys.
- SALDO and zoning ordinance review and development
- Site inspections
- Stormwater Management design and planning
- Stormwater ordinance review and development
- MS4 Compliance, including MS4 permitting, PRP development and implementation, management of all six (6) Minimum Control Measures (MCMs), annual inspections and inspection reports, annual MS4 reporting)
- Other general environmental regulatory compliance
- Attendance at Council and Deliberative meetings when requested (meetings are generally held on the 2nd and 4th Wednesday of the month at 10:00 AM or 7:00 PM)
- Attendance at Planning Commission meetings when requested
- Attendance at project-based meetings as required by the Chief of Staff or designee
- Assist City staff with preparing grant applications as requested.
- Perform any other duties as directed by the Chief of Staff or designee.

and/or contract operations services to be offered by CONSULTANT/CITY ENGINEER to CLIENT. As situation arise the reserve the right to have the CONSULTANT/CITY ENGINEER provide needed necessary service to meet the needs of the city's operations or emergency situations.

B. CONSULTANT/CITY ENGINEER's services are for the sole and exclusive benefit of the CLIENT and no third-party beneficiary is intended.

The provision of these services by CONSULTANT/CITY ENGINEER shall not relieve others of their responsibility to the CLIENT.

4. CLIENT Responsibilities. The CLIENT shall:
 - A. Provide full information as to its requirements for any project for which it requests CONSULTANT/CITY ENGINEER'S services.
 - B. Assist CONSULTANT/CITY ENGINEER by placing at CONSULTANT/CITY ENGINEER'S disposal all available information pertinent to the site of any project, including prior reports and any other data relative or necessary to the design or the construction of said project.
 - C. Guarantee access to and make all provisions for CONSULTANT/CITY ENGINEER to enter upon public and private lands as required for CONSULTANT/CITY ENGINEER to perform its work.
 - D. Examine all studies, reports, sketches, estimates, drawings, specifications, proposals, and other documents presented and produced by CONSULTANT/CITY ENGINEER in furtherance of CONSULTANT/CITY ENGINEER'S duties under this Agreement and provide, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT/CITY ENGINEER.
 - E. Advertise for proposals from bidders, open the proposals at the appointed time and place in accordance with the applicable rules and laws, and pay for all costs incidental thereto.
 - F. Provide such legal, accounting and insurance counseling support services as may be required for any and all projects for which CONSULTANT/CITY ENGINEER'S services are required and/or a proposal is approved.
 - G. Designate in writing a person to act as the authorized representative with respect to any and all work to be performed by CONSULTANT/CITY ENGINEER. CLIENT'S authorized representative shall have complete authority to transmit instruction, receive information, interpret, and define policies and decisions with respect to materials, equipment elements, and systems pertinent to the work.

H. Give prompt written notice to CONSULTANT/CITY ENGINEER whenever the CLIENT observes or otherwise becomes aware of any defect in any project for which CONSULTANT/CITY ENGINEER is providing services.

I. Obtain approval of any and all governmental authorities having jurisdiction over any and all projects and any and all approvals and consents from such other individuals or bodies as may be necessary to complete the project. CLIENT is further responsible for any and all fees required by any governmental agency related to any project for which CLIENT is utilizing CONSULTANT/CITY ENGINEER'S services.

5. Compensation to CONSULTANT/CITY ENGINEER.
CONSULTANT/CITY ENGINEER will be compensated by CLIENT as detailed in CONSULTANT/CITY ENGINEER'S proposal and as approved by the CLIENT. CONSULTANT/CITY ENGINEER shall be compensated as stated in subsection A below,

A. Fixed Fee. When it is possible to precisely define the scope of any project and the services to be performed by CONSULTANT/CITY ENGINEER, a fixed fee based on estimated services required and other factors considered relevant by the PARTIES may be determined and agreed upon for total compensation. In the event a fixed fee arrangement is agreed upon by the PARTIES, progress payments will be made by the CLIENT on a percentage of completion basis as described within the specific project proposal.

The CLIENT will only make direct payment to CONSULTANT/CITY ENGINEERS that it directly engages. CONSULTANT/CITY ENGINEER shall be responsible for payment to any and all sub-CONSULTANT/CITY ENGINEERS it retains in connection with services provided to the CLIENT provided said sub-CONSULTANT/CITY ENGINEERS are not directly contracted by the CLIENT.

6. Payment to CONSULTANT/CITY ENGINEER

A. Hourly Billing.

Section III – Rate Schedule

City of Chester, Delaware County, Pennsylvania Rates are effective through December 31, 2025, with an agreed upon rate increase of \$5 for 2026.

Technical Staff Rates

Billing Titles	Hourly Rates
Technical Director	195.00
Project Manager	190.00
Senior Project Specialist	180.00
Project Specialist	175.00
Technical Professional	170.00
Technical Specialist	165.00
Specialist	160.00
Senior Data Technician	155.00
Senior Technical Assistant	145.00
Technical Assistant	135.00
Data/Field Technician	125.00
Survey Crew – 1 Person w/Robotic Equipment	190.00
Additional Survey Crew Member	80.00
SUE Crew (designating) – 1 Person	155.00
Additional (designating) Member	80.00
SUE Crew (locating) – 2 Person	210.00
Additional (locating) Member	80.00
Expert Witness	425.00
Sr. LSRP (NJ Only)	320.00
LSRP (NJ Only)	275.00

Reimbursable Expenses

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.00 / Each
Color Photocopies	0.00 / Each
Document Binding	4.05 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	90.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	No Charge per City's Request

The following City of Chester, Delaware County, Pennsylvania Rates are effective January 1, 2026 through December 31, 2026

Technical Staff Rates

Billing Titles	Hourly Rates
Technical Director	200.00
Project Manager	195.00
Senior Project Specialist	185.00
Project Specialist	180.00

Technical Professional	175.00
Technical Specialist	170.00
Specialist	165.00
Senior Data Technician	160.00
Senior Technical Assistant	150.00
Technical Assistant	140.00
Data/Field Technician	130.00
Survey Crew – 1 Person w/Robotic Equipment	195.00
Additional Survey Crew Member	85.00
SUE Crew (designating) – 1 Person	160.00
Additional (designating) Member	85.00
SUE Crew (locating) – 2 Person	215.00
Additional (locating) Member	85.00
Expert Witness	430.00
Sr. LSRP (NJ Only)	325.00
LSRP (NJ Only)	275.00

Reimbursable Expenses

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost + 20%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.50 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.00 / Each
Color Photocopies	0.00 / Each
Document Binding	4.05 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	90.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	No Charge per City's Request

- i. Invoices shall be submitted by CONSULTANT/CITY ENGINEER to the CLIENT on a monthly basis.
- ii. CONSULTANT/CITY ENGINEER shall append to each invoice for payment a detailed breakdown of services and charges in accordance with this Agreement.

B. Fixed Fee.

- i. Invoices shall be submitted by CONSULTANT/CITY ENGINEER to the CLIENT in accordance with the progress payment schedule outlined in the project proposal and accepted by CLIENT.

ii. CONSULTANT/CITY ENGINEER shall NOT be required to submit a detailed breakdown of services and charges for Fixed Fee billing.

C. The CLIENT shall make payment to CONSULTANT/CITY ENGINEER within thirty (30) days of receipt of the invoice for payment by the CLIENT. Payments not made within thirty (30) days of receipt of voucher for payment shall be assessed an interest rate of 1.5%, unless otherwise prescribed for by State law. No deduction shall be made from CONSULTANT/CITY ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to others or on account of the cost of changes in the work other than those for which CONSULTANT/CITY ENGINEER is directly responsible.

D. Disputes of invoices for payments, or portions thereof, shall be brought to CONSULTANT/CITY ENGINEER'S attention in writing within fifteen (15) days of the receipt of the invoice for payment by the CLIENT.

E. Pursuant to the Scope of Services described herein, CONSULTANT/CITY ENGINEER shall perform the services, which may include the preparation of design documents, all of which will be subject to the CLIENT's review and reasonable approval and all of which CONSULTANT/CITY ENGINEER shall perform and prepare within the fee terms described herein and/or any approved proposal. If the CLIENT requests revisions to the services and/or design documents, and if same is within the Scope of Services and/or the approved proposal, CONSULTANT/CITY ENGINEER shall make the requested revisions without additional compensation, such that CONSULTANT/CITY ENGINEER performs the services and prepares the design documents in accordance with this Agreement.

7. Changes in Scope. At any time either party may give the other party notice that renegotiations of any or all fees payable hereunder is necessary. Such notice shall be in writing and shall specify which fees must necessarily be renegotiated and shall expressly

identify any changes in Scope of Services. All fees payable under the terms of the Agreement shall be effective until the approval of the renegotiation of fees. Following such renegotiation, fee changes agreed upon shall be set forth in writing, executed by both PARTIES. In the event the PARTIES are unable to agree on revised fee(s), the existing fees shall remain in effect until the termination of the Agreement or until agreement is reached.

8. CLIENT Requests; Private Request. The CONSULTANT/CITY ENGINEER shall respond to only those requests by the CLIENT'S authorized representative or member of the governing body, but in no case shall respond to, or provide any services or work hereunder upon the request of any private citizen, person, firm, or other entity, except as expressly authorized in writing by the CLIENT.

9. Filing of Deliverables with the CLIENT.

A. CONSULTANT/CITY ENGINEER is accustomed to fully incorporating end-user specifications into the design and construction documents and will submit the documents for the CLIENT's review and approval. CONSULTANT/CITY ENGINEER will deliver, by way of filing to the CLIENT a true copy of all maps, charts, documents, work sheets and data for which CONSULTANT/CITY ENGINEER has been compensated by the CLIENT, hereinafter "Deliverables". CONSULTANT/CITY ENGINEER will also deliver an electronic version, in PDF Format (unless another electronic format is requested by the CLIENT through RFP or as set forth in CONSULTANT/CITY ENGINEER's Proposal), of all Deliverables.

B. All documents prepared or furnished by CONSULTANT/CITY ENGINEER are instruments of service, and the CLIENT retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the project is completed. CLIENT shall have FULL license to use the documents on the project, extensions of the project, and for related uses of the CLIENT, subject to receipt by CONSULTANT/CITY ENGINEER of full payment for all services relating to preparation of the documents and subject to the following limitations: (1)

CLIENT acknowledges that such documents are not intended or represented to be suitable for use on the project unless completed by CONSULTANT/CITY ENGINEER, or for use or reuse by CLIENT or others on extensions of the project, on any other project, or for any other use or purpose, without written verification or adaptation by CONSULTANT/CITY ENGINEER; (2) CLIENT shall indemnify and hold harmless CONSULTANT/CITY ENGINEER and its officers, directors, members, partners, agents, employees, and CONSULTANT/CITY ENGINEERs from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by CONSULTANT/CITY ENGINEER.

10. Limitation of Liability. To the fullest extent permitted by law, the CLIENT agrees to limit CONSULTANT/CITY ENGINEER'S liability to the CLIENT, it's agents, officers or employees on any and all projects or related to the professional services CONSULTANT/CITY ENGINEER provides for the CLIENT, due to CONSULTANT/CITY ENGINEER'S professional sole negligent acts, errors or omissions, regardless of the form or type of loss or damages whether direct, indirect, consequential or the result of contract, tort, indemnification or contribution which results in bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the work itself) such that the total aggregate liability of CONSULTANT/CITY ENGINEER shall not exceed CONSULTANT/CITY ENGINEER'S total fee for services rendered on any specific project or service. CONSULTANT/CITY ENGINEER's liability for reasonable and necessary defense costs incurred by the indemnified persons shall be limited to the extent caused by the sole negligent acts, errors, or omissions herein and recoverable under applicable law on account of CONSULTANT/CITY ENGINEER's negligence.

11. No Damage for Delay. CONSULTANT/CITY ENGINEER and the CLIENT waive consequential damages for claims, disputes, delays, or other matters in question, arising out of or relating to this Agreement including but not limited to any monetary damages that are alleged to be the result of any delay which is not the fault of

the CLIENT. The CLIENT further agrees to obtain by contract, to the fullest extent permitted by law, similar waivers from any and all Contractors and subcontractors, if any, to any and all work for which CONSULTANT/CITY ENGINEER provides services to the CLIENT.

12. Waiver of Construction Phase Services. If the CLIENT does not retain CONSULTANT/CITY ENGINEER to render construction phase services, the CLIENT waives any claim it may have against the CONSULTANT/CITY ENGINEER and agrees to indemnify, defend and hold harmless CONSULTANT/CITY ENGINEER from any loss or liability, including attorney's fees and other costs of defense, arising out of or related to the interpretation of CONSULTANT/CITY ENGINEER'S plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in CONSULTANT/CITY ENGINEER'S plans and specifications.

13. Dispute Resolution.

A. The PARTIES agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement without the need for any intervention of third parties. However, should the PARTIES be unable to resolve disputes amicably without intervention, the PARTIES shall attempt to resolve any and all disputes through jurisdiction.

D. The provisions of this section may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.

14. Insurance. CONSULTANT/CITY ENGINEER shall procure, and further require any and all sub-contractors and sub-CONSULTANT/CITY ENGINEERS to procure, prior to the commencement of services, and maintain, at its own expense, until final acceptance by the CLIENT of all services required under this Agreement, insurance for liability for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, with insurance companies admitted to do business in the state(s) in which services are to be performed, which may be provided in a combination of primary and excess policies. The insurance carriers shall have a Best's rating

of "A-" or better and a Best's financial size of "VII" or larger. All of the policies of insurance required to be purchased and maintained and the certificates, declaration pages, or other evidence thereof shall contain a provision or endorsement that the coverage afforded is not to be cancelled, materially changed or non-renewed without at least 30 days prior written notice to the CLIENT in accordance with the policy terms and conditions.

A. Commercial General Liability Insurance. The minimum limit of liability shall be \$1,000,000 per occurrence (combined single limit for bodily injury and property damage) /2,000,000 aggregate, including products/completed operations and contractual liability insurance.

B. Commercial Automobile Liability Insurance. The policy shall cover owned, non-owned, hired, leased, and rented vehicles with minimum limits of liability in the amount of \$1,000,000 per accident as a combined single limit for bodily injury and property damage. The coverage provided shall include automobile contractual liability covering liability assumed under this Agreement.

C. Worker's Compensation and Employer's Liability Insurance. Worker's Compensation and Employer's Liability insurance shall be provided in accordance with the requirements of the laws of the Commonwealth of Pennsylvania.

D. Professional Liability (Errors & Omissions). Written on a "claims made" basis, with not less than \$2,000,000 for CONSULTANT/CITY ENGINEER and not less than \$2,000,000 for any licensed professional retained by CONSULTANT/CITY ENGINEER against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of CONSULTANT/CITY ENGINEER, its licensed professionals, sub CONSULTANT/CITY ENGINEERS, contractors or subcontractors.

CONSULTANT/CITY ENGINEER shall furnish to the CLIENT within ten (10) days of the effective date of this Agreement, Certificates of Insurance representing insurance coverages as set forth above, together with declaration pages, in a form satisfactory to the CLIENT.

15. Waiver of Subrogation. To the extent damages experienced by CLIENT or CONSULTANT/CITY ENGINEER are covered by property or casualty insurance, CLIENT and CONSULTANT/CITY ENGINEER waive all rights against each other, their agents, CONSULTANT/CITY ENGINEERS, and employees for such covered losses and shall obtain waivers from their respective property and casualty insurance carriers against subrogation of such covered losses to the extent permitted by law. CLIENT shall require similar waivers of their contractor and its subs contractors and suppliers and CONSULTANT/CITY ENGINEERS of any tier as to CONSULTANT/CITY ENGINEER to the extent permitted by law. The Parties shall advise their property and casualty carriers in writing as to such waivers.

16. Law and Venue. The law which shall be used to interpret this Agreement, including the ‘Choice of Law’ Rules shall be the law of the jurisdiction where CONSULTANT/CITY ENGINEER has its principal place of business. The PARTIES hereby agree that CONSULTANT/CITY ENGINEER may only be sued in the state in which CONSULTANT/CITY ENGINEER has its principal place of business and only in the county or local judicial district in which said office is located.

17. Equal Employment Opportunity and Affirmative Action Language for Procurement and Professional and Service Contracts. In connection with the execution of this Agreement, the CONSULTANT/CITY ENGINEER and any subcontractor(s) who may perform work on the CONSULTANT/CITY ENGINEER’s behalf shall provide equal employment opportunities for all qualified persons and shall not discriminate against any employee or applicant because of race, color, age, disability, religion, sex, sexual orientation, gender identity, national origin, or veteran status.

18. Term & Termination.

A. The term of this Agreement shall commence as of **March 13, 2024** and shall continue through **December 31, 2026**.

B. CONSIDERATION. CONSULTANT/CITY ENGINEER shall receive compensation for said services in the amount of THREE HUNDRED AND NINETY-FIVE THOUSAND EIGHT HUNDRED (\$395,800.00) AND 00/100 DOLLARS

C. Either party may, at any time, in its sole discretion and for any reason or no reason at all, terminate this Agreement, in whole or in part, for its own convenience by delivering to the other party a thirty (30) day written notice of termination identifying the extent to which performance of the work is terminated and the effective date of the termination.

D. Notwithstanding the foregoing, either the CLIENT or CONSULTANT/CITY ENGINEER may terminate this Agreement upon the other Party's material breach of this Agreement, provided that: (a) the nonbreaching Party sends written notice to the breaching Party describing the breach in reasonable detail; and (b) the breaching Party does not cure the breach within twenty (20) working days following its receipt of such written notice. In the event the breach is not cured within the time period allotted, the Agreement will be deemed automatically terminated on the twenty-first (21st) day.

E. CONSULTANT/CITY ENGINEER shall be entitled to compensation for all amounts (including any payment for extra work) due, but not yet paid, to the CONSULTANT/CITY ENGINEER under this Agreement for work completed prior to the effective date of termination. Termination of this Agreement for any reason whatsoever shall not affect any right or obligation of any party which is accrued or vested prior to the termination, and any provisions of this Agreement relating to any such right or obligation shall be deemed to survive the expiration or earlier termination of this Agreement.

19. Warranties. **NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AT COMMON LAW OR CREATED BY STATUTE, IS EXTENDED, MADE, OR INTENDED BY THE PROVISION OF PROFESSIONAL SERVICES AND ADVICE OR BY THE FURNISHING OF THE PROFESSIONAL WORK PRODUCTS PURSUANT TO THIS AGREEMENT.**

20. Miscellaneous

A. Entire Agreement. This Agreement contains the entire understanding among the PARTIES hereto with respect to the subject matter hereof only. The express terms of this Agreement control and supersede any course of performance inconsistent with any of its terms. This Agreement may not be modified or amended other than in writing signed by the CONSULTANT/CITY ENGINEER and the CLIENT.

B. Notice. Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be sufficient, if in writing, and either (i) delivered personally to the authorized representative of either the CONSULTANT/CITY ENGINEER or the CLIENT, or (ii) sent by certified mail, postage pre-paid, return receipt requested, and regular mail, first class.

C. Waiver. The failure of the CONSULTANT/CITY ENGINEER or CLIENT to insist upon strict performance of the covenants and conditions contained herein shall not be deemed a waiver of the right of the CONSULTANT/CITY ENGINEER or the CLIENT to insist on the strict performance of such covenants or conditions at any other time. Any waiver by the CONSULTANT/CITY ENGINEER or the CLIENT of any breach or violation of this Agreement shall not operate or be interpreted, therefore, as a waiver of any subsequent breach or violation of this Agreement.

D. Severability. In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provisions of this Agreement.

IN WITNESS WHEREOF, CONSULTANT/CITY ENGINEER and CLIENT have caused this Agreement to be executed the day and year first above written.

ATTEST:

Colliers Engineering & Design, Inc.

President & CEO

ATTEST:

City of Chester

RESOLUTION

NO. 19 - 2024

WHEREAS, the following individuals have requested a handicapped parking zone:

1. Crystal Brooks, 924 Booth Street, Chester, PA 19013;
2. Franklin Roberts, Sr., 2000 Madison Street, Chester, PA 19013;
3. Jeffrey Jackson, 733 Irvington Place, Chester, PA 19013;
4. Wayne Thomas, 106 West 22nd Street, Chester, PA 19013;
5. Lamara Milton, 312 West Mowry Street, Chester, PA 19013;
6. Arthur Rothwell, III, 1319 West 3rd Street, Chester, PA 19013;
7. James Hudson, 2534 Lindsay Street, Chester, PA 19013;
8. Clara Hitchcock, 28 East 23rd Street, Chester, PA 19013;
9. Patricia Thorpe, 200 West 5th Street, Chester, PA 19013;
10. Sally Michalkiewicz, 3354 Carter Lane, Chester, PA 19013; and

WHEREAS, after a thorough investigation by the Department of Public Works, it has been determined the aforementioned individuals have met all of the required criteria and have a need for said handicapped parking zone.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the proper City officials to install a handicapped parking zone in the 900 Block of Booth Street, in the 2000 Block of Madison Street, in the 700 Block of Irvington Place, in the 100 Block of West 22nd Street, in the 300 Block of West Mowry Street, in the 1300 Block of West 3rd Street, in the 2500 Block of Lindsay Street, in the Unit Block of East 23rd Street, in the 200 Block of West 5th Street, and in the 3300 Block of Carter Lane in the City of Chester.

WE HEREBY CERTIFY that this Resolution passed Council this 13th day of March, A.D. 2024.

MAYOR

Attest: _____
ACTING CITY CLERK

R E S O L U T I O N

NO. 20 - 2024

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That Resolution 12-2024 which was passed by Chester City Council on February 14, 2024, is amended to read as follows:

That it does hereby accept the quote received through Keystone Purchasing Network, (KPN), from Dell Marketing LP through TechGuides for IT Improvements (Hardware, Software, and Network Upgrade) for the City of Chester (Project 53 and 22) not to exceed One Million Twenty-four Thousand Five Hundred Dollars (\$1,024,500) which is to be paid from American Rescue Plan Funds (ARPA).

FURTHER, the City has complied with all KPN bidding requirements.

FURTHER, the contract is contingent upon final review and approval of the City Solicitor.

WE HEREBY CERTIFY that this Resolution passed Council this 13th day of March, A.D. 2024.

MAYOR

Attest: _____
ACTING CITY CLERK

RESOLUTION

NO. 21 - 2024

WHEREAS, the City of Chester made a Request for Proposals for the Temporary Staffing services, ARPA Project #59 through Pennbid, with proposals due October 2023; and

WHEREAS, the City has complied with all Pennbid use requirements; and

WHEREAS, the sealed proposals have been tabulated with no discrepancies found.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby approve Human Resources to manage a temporary staffing company to provide workforce opportunities for those seeking to return to work and obtain stable employment. Processed through the procurement process as a result awarded to Careers USA in the amount of One Hundred Twenty Thousand Dollars (\$120,000) to be paid from American Rescue Plan Act (ARPA) funds under Project #59.

FURTHER, said contract is contingent upon the final review and approval of the City Solicitor.

WE HEREBY CERTIFY that this Resolution passed Council this 13th day of March, A.D. 2024.

MAYOR

Attest: _____
ACTING CITY CLERK

RESOLUTION

NO. 22 - 2024

WHEREAS, the City of Chester is desirous of implementing a policy for the use of Community Engagement Funds for Elected Officials; and

WHEREAS, said Policy outlines the appropriate use, management, and oversight of Community Engagement Funds to ensure these funds are used to foster community engagement, support local initiatives, and enhance the constituents' welfare.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby adopt the Community Engagement Funds for Elected Officials policy for all elected officials of the City of Chester employees.

FURTHER, this policy will take effect immediately upon the passage of this Resolution.

EVEN FURTHER, said Policy may be changed or updated from time to time as Chester City Council deems necessary.

WE HEREBY CERTIFY that this Resolution passed Council this 13th day of March, A.D. 2024.

MAYOR

Attest: _____
ACTING CITY CLERK

Policy on the Use of Community Engagement Funds for Elected Officials



Section/Department: Elected Officials.
Resolution Date Issued: March 2024
Resolution # 2024

City Solicitor: _____
Chief of Staff: _____
Mayor: _____

1. PURPOSE:

This policy outlines the appropriate use, management, and oversight of Community Engagement Funds (CEF) allocated to elected officials. It ensures that these funds are utilized effectively and transparently to foster community engagement, support local initiatives, and enhance the constituents' welfare.

2. APPLICABLE TO:

All City elected officials.

3. GENERAL POLICY:

Scope

This policy applies to all elected officials allocated Community Engagement Funds as part of their official duties. It covers these funds' allocation, use, reporting, and auditing.

Allocation of Funds

1. Budget and Allocation: The total budget for Community Engagement Funds will be determined annually. Each elected official will receive an equitable allocation, subject to the governing body's approval from the Special Event Account.

2. Permissible Uses:

- Community events and forums that engage and inform constituents.
- Support for local nonprofit organizations that align with community enhancement objectives.
- Initiatives that promote civic education, public safety, and community well-being.
- Other uses as approved by the Ethics Committee, provided they directly benefit the community and enhance engagement.

Prohibited Uses

Funds shall not be used for:

- Personal expenses of any kind.
- Campaign financing or activities that directly benefit the elected official or are political.
- Activities that conflict with the interests of the community or promote discrimination.

Management and Oversight

Policy on the Use of Community Engagement Funds for Elected Officials

1. **Approval Process:** All expenditures from CEF must be pre-approved by the designated oversight authority. Requests for fund usage must include detailed justifications and expected outcomes.
2. **Documentation:** Elected officials must maintain detailed records of all transactions, including receipts, contracts, and reports on the outcomes of funded activities.
3. **Reporting:** Elected officials must submit receipts and reports detailing the use of CEF, including expenditures and outcomes. These reports are subject to review by the Ethics Committee.
4. **Auditing:** The use of CEF will be audited annually by an independent auditor to ensure compliance with this policy. Any irregularities or misuse of funds will be addressed promptly, including potential disciplinary actions.

Ethics and Compliance

1. **Transparency:** Elected officials must ensure transparency in using CEF, with all expenditures and outcomes accessible to the public upon request.
2. **Conflict of Interest:** Elected officials must disclose any potential conflicts of interest related to the allocation and use of CEF. The Ethics Committee will review such disclosures for appropriate action.
3. **Compliance:** Adherence to this policy is mandatory. Violations may result in sanctions, including but not limited to the revocation of fund allocation, reimbursement of misused funds, and disciplinary actions deemed necessary.

Effective Date

This policy is effective as of March 13, 2024, and supersedes any previous policies or guidelines related to elected officials' use of Community Engagement Funds.

BILL NO. 1

1ST READING 3/13/2024

PASSED _____

NO. ____ - 2024

AN ORDINANCE

AN ORDINANCE OF THE CITY OF CHESTER, DELAWARE COUNTY, PENNSYLVANIA, ENACTING NEW ARTICLE 108, ENTITLED "CHESTER COMMUNITY BENEFITS" AMENDING THE CODIFIED ORDINANCES OF THE CITY OF CHESTER, PENNSYLVANIA, 1978, AS SUPPLEMENTED AND AMENDED, TO REQUIRE COMMUNITY BENEFITS AGREEMENTS FOR CERTAIN DEVELOPMENT PROJECTS THAT RECEIVE CITY SUPPORT OR FINANCIAL ASSISTANCE INCLUDING ABATEMENT OF MUNICIPAL TAXES; ALL UNDER CERTAIN TERMS AND CONDITIONS, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT THEREWITH.

THE COUNCIL OF THE CITY OF CHESTER DOES ORDAIN:

SECTION 1. Purpose.

(a) It shall be the policy of the City of Chester to require, wherever feasible, proportional community benefits as a condition of City Support or Financial Assistance as defined in the ordinance or agreement.

(b) This Chapter shall be known as the "Chester Community Benefits Ordinance."

SECTION 2. Definitions.

The following words and phrases, as used in this article, shall have those meanings as prescribed in this section:

- (a) "*Community Benefits*" means the amenities, benefits, commitments, or promises described in #3.
- (b) "*Community Benefits Agreement*" means the legally enforceable contract between the Host Community and the developer.
- (c) "*Contractor*" means any person, firm, partnership, limited liability company, corporation, joint venture, proprietorship, or other entity that enters into a

contract for performance of construction work on the development project within the Host Community, including subcontractors of any tier.

(d) *“Development Agreement”* means the agreements between the City and the developer pursuant to which the City provides or commits City Support or Financial Assistance including abatement from municipal taxes for a development project.

(e) *“Development Project”* means any development project that is a business property, commercial, or industrial development in nature and is further defined below:

“Business Property” shall mean all real property including any improvements, above or below the surface of the land, thereon utilized to generate income or recurring revenue for the owners including but not limited to billboard advertising, parking facilities, surface lots, storage facilities, dry docks, utility improvements, wireless towers, institutional group homes, assisted living facilities, and market-rate multifamily residential buildings consisting of five or more units.

“Commercial Property” shall mean real estate (buildings or land) intended to generate a profit, either from capital gains or rental income, Commercial property includes office buildings, medical centers, hotels, malls, retail stores, multifamily housing buildings, farm land, warehouses, and garages, a building containing more than 4 units qualifies as commercial property for borrowing and tax purposes.

“Industrial Property” shall mean Light & Heavy Manufacturing buildings are used to assemble, convert, or fabricate raw or partly wrought materials into products, goods, and services. Warehouse and Distribution centers, cold storage buildings, Flex (or flexible) space to include showrooms, data centers and R&D and biotech laboratories.

(f) .

(g) *“Host Community^[NDI]”* means the community within the census tract(s) where the development project is physically located and may also include communities within adjacent census tracts that may be adversely affected by the activities of the development project.

“City Support or Financial Assistance” means any transfer of City land to the developer for less than fair market value, rezoning, grant, loan, tax increment financing, tax abatement, bond financing or other form of assistance that is realized by or provided to a developer through the authority or approval of the City, including, but not limited to, use of the power of eminent domain, Community Development Block Grant (CDBG) aid or

HUD 108 loans. Any applicant for City Support or Financial Assistance is acknowledging its intent to collaborate with the City of Chester, to negotiate and implement a Community Benefits Agreement (CBA) which describes the manner in which the residents of the City of Chester will share in the economic, educational, cultural, environmental, and social benefits associated with the project and mitigate or prevent any adverse direct, indirect and cumulative impacts of the project on the Chester community. The CBA must be negotiated and finalized before City Support or Financial Assistance is conveyed.

(h)

SECTION 3. Community Benefits Agreements.

(a) The following is a list of examples of Community Benefits that may be considered for inclusion in a Community Benefits Agreement between the Developer and the Host Community:

I. Affordable Housing

- Developer is committed to certain diverse enterprise and workforce goals for construction of the Project, which are designed both to ensure a diverse business enterprise pool as well as a workforce that is both diverse and reflective of the City of Chester.
- 3% of the residential units within the Development shall be set aside for households earning between 61% and 80% of AMI/MHI, and (ii) an additional 4% of the residential units within the Development shall be set aside for households earning between 81% and 120% of AMI/MHI (whichever metric is applicable to the financing tool).
- Rents for all Affordable Housing Units and Workforce Housing Units will be set such that the rent charged is Affordable. Affordable Housing Units and Workforce Housing Units will be built to the same standards and on the same general schedule as market-rate units.

Affordable commercial storefronts

- Host Community will cause Developer to reserve at least 800 sq. ft. of retail space to the establishment of a micro-unit incubator for the use of artisans and small business merchants who are verified Chester city residents.

II. Apprenticeships and job training

- Support of educational programs, such as those in the City's high schools, community colleges and other educational institutions;
- Actively supporting educational activities that provide employment opportunities for residents of the Host Community;
- Providing Contractors in the Host Community with technical assistance or other relevant training opportunities;

- Hosting Contractor information and networking sessions about upcoming contracting opportunities;
- Providing employment and career mentoring opportunities for youths who reside in the Host Community;
- Actively promoting opportunities for investment in the Development Project;

III. Procurement with small and diverse business owners

- Unbundling of construction work into bid sizes that allow small businesses in the Host Community to compete;
- Providing access to bonding, financing, insurance and other types of capacity-building assistance; and

IV. Safe and Clean neighborhoods

- Providing recreational activities, parks and affordable housing in the Host Community;
- Supporting neighborhood improvements in the Host Community, including blight removal, etc.;
- Commitments to meet periodically for Host Community stakeholders to provide input and comment on the development project.

Additional Promises and Community Benefits.

- a. **Sustainable Design.** The Project will incorporate Energy Star appliances, where economically feasible, to enhance the energy efficiency of the building.
- b. **Streetscape Improvements.** The sidewalk improvements will include granite curbs, cast concrete or stone sidewalk pavers, street lighting, and street trees. With regard to street trees, Developer agrees to protect or replace the two (2) existing street trees at the Property and plant a third street tree following construction of the Project.
- c. **Stormwater Management.** The Project will have a stormwater management system approved by the Chester City.
- d. **Exterior Maintenance.** At all times, Developer will make commercially reasonable efforts to maintain the exterior of the Project as appropriate for a high-rise building. Developer will act promptly to cure any acts of vandalism or graffiti occurring on or around the premises.
- e. **Trash Storage.** The Owner agrees to cause all trash generated by both residential and commercial/retail occupants of the Project to be stored within the premises of the Property in one (1) or more trash facility(ies) to be constructed as part of the Project.

- f. **Deliveries and Trash Removal.** Post Construction, Developer agrees that loading/unloading for occupants of the Project, and trash removal, shall be accessed exclusively from the _____ Trash and waste shall be removed commercially, no less than twice a week, and at times as required or permitted by applicable law. Developer shall direct its waste hauling provider to pick up trash only during these times. Trash and waste shall not be put out for pick-up on the street. On the contrary, trash and waste shall only be picked up from inside the Project. Developer shall also maintain appropriate security in the areas of the loading docks and trash activities.

- g. **Loading Zone Designation.** To avoid congestion due to loading/unloading, developer will take commercially reasonable steps to schedule loading/unloading at such times to restrict simultaneous use of any loading/unloading areas by more than one (1) vehicle at any time. While any loading/unloading area is in use, Developer will make commercially reasonable efforts to direct other vehicles to circle the block or return at a later time to avoid idling and congestion. An employee or other agent of Developer (or agent managing the building) will be available to mitigate any loading/unloading conflicts that may arise.

- h. **Building Lighting.** The building exterior (including, without limitation, interior glazed spaces facing the outside) shall not have flashing, color changing or exposed strip LED lighting. There shall be no signage or lighting on the building, except as may be permitted under the Chester Zoning Code or other applicable law. All building exterior lighting shall be pointed in a downward facing direction, or pointed upward to backlight or illuminate the building, but in no event shall such lighting spill over onto City sidewalks or private property.

SECTION 4. Monitoring, Timelines and Enforcement

- (a) The Parties intend for the rights and obligations created by to be both continuing in nature and cooperative, such that both Host Community and developer actively participate and work together with due diligence and good faith in furtherance of the terms and conditions of the Community Benefits Agreement

- (b) The Department of Community and Economic Development will be responsible for monitoring the Parties' compliance with the ordinance and signed agreement and undertaking the specific acts expressed in accordance with the terms herein. During the term of CBA, The Department of Community and Economic Development will create an annual report detailing (1) the yearly activities undertaken pursuant to the terms of the CBA; (2) Developer and Chester City's on-going compliance with the terms of this ordinance and negotiated CBA; and (3) recommendations, as necessary, to ensure compliance with the intent of the CBA (the "**Annual Report**"). The Annual Report will be available for distribution

to the general public, and the findings of each Annual Report will be presented during an annual neighborhood presentation hosted by the Department of Community and Economic Development.

- (c) The Developer will execute and perform obligations as outlined in Section 3 within a reasonable period of time from the date of the signed CBA; provided, however, that neither Host Community or developer will have any obligation to perform under this CBA if the Development does not move forward.

SECTION 5. Exemptions.

(a) The developer may request from the Department of Community and Economic Development, an exemption from the requirement of entering a Community Benefits Agreement by:

- 1) demonstrating exigencies that make entering a Community Benefits Agreement infeasible; and
- 2) documenting how it will otherwise seek to achieve the purpose of this chapter to provide Community Benefits.
- 3) Pay an impact fee as outlined in the impact fee ordinance

SECTION 6. Penalties for Noncompliance.

(a) Material failure to comply with the provisions of this Chapter may result in denial or termination of City Support or Financial Assistance including the termination of abatement for municipal real estate taxes.

SECTION 7. Severability.

If any section, sentence, clause or phrase of this Ordinance shall be declared invalid, unenforceable or unconstitutional by any court of competent jurisdiction, Chester City Council hereby declares its intent that the Ordinance shall have been enacted without regard to the invalid, unenforceable, or unconstitutional portion, part, or provision of this Ordinance.

SECTION 8. Repealer.

Any and all other Ordinances or parts of Ordinances in conflict with the terms, conditions and provisions of any State law, the Home Rule Charter and Administrative Code and any Ordinance are hereby repealed to the extent of such irreconcilable conflict.

SECTION 9. Effective date.

This Ordinance shall take effect immediately upon passage and be in force after its approval as required by law.

WE HEREBY CERTIFY that this Ordinance passed Council this _____ day of _____, A.D. 2024.

MAYOR

Attest: _____
CITY CLERK