

REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG

10 N. Second Street, Suite 405, Harrisburg, PA 17101 717.255.3000 www.Redvelophbg.org

REGULAR MEETING – February 21, 2023 – 12:30 P.M.

AGENDA

- I. Call to Order
- II. Minutes of the Regular Meeting of December 20, 2022.
- III. Treasurers Report – September and October 2022, for approval; November 2022 for review.
- IV. Communications
- V. Public Comment Regarding Matters of Concern of Authority Business or Agenda Items.
- VI. Old Business
- VII. New Business

RESOLUTION NO. 1-2023, - designation the officers of the Board of Directors of the Harrisburg Redevelopment Authority for 2023.

RESOLUTION NO. 2-2023 – authorizing the Authority to approve a License Agreement with Wagman Construction, Inc. for the purpose of renting Suites 201-201A at the Harrisburg Transportation Center.

RESOLUTION NO. 3-2023 – authorizing the Authority to approve the sale of 1928 & 1930 Logan Street to GMC Harrisburg A LLC for an accessory yard/green space to his adjacent property.

RESOLUTION NO. 4-2023 – authorizing the Authority to approve the sale of 1535 & 1537 Berryhill Street to Martha Marmolejo for an accessory yard/green space to her adjacent property.

RESOLUTION NO. 5-2023 – authorizing the Authority to approve the sale of 339 Peffer Street to Kireston Wilson for the purpose of green space/garden.

- VIII. Other Business
- IX. Adjournment

Means To Attend

* **In Person Meeting Location:** 10 N. Second Street, Suite 405 Conference Room, Harrisburg PA. 17101

* **Join via Microsoft TEAMS:** https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTI3ZmNiM2UtOTU2NC00NmZhLWI5NTYtNzc1YWlXNzlmMDFj%40thread.v2/0?context=%7b%22Tid%22%3a%22f639450b-581a-4e26-b7dd-8ba0e623af21%22%2c%22Oid%22%3a%22ae286958-78ba-41b3-ac74-caee65bf7c40%22%7d

RESOLUTION 1-2023

Harrisburg Redevelopment Authority

RESOLVED by the Redevelopment Authority of the City of Harrisburg that the following are hereby designated as officers for the Board of Directors of the Authority for 2023:

Chair

Nichole Johnson

Vice Chairman:

Crystal Brown

Secretary/Treasurer:

Alexander R. Reber

Treasurer:

Assist. Secretary/Treasurer

Date

Secretary

RESOLUTION NO. 2-2023
Harrisburg Redevelopment Authority

RESOLVED, by the Redevelopment Authority of the City of Harrisburg that the Executive Director is hereby authorized to execute a License Agreement with Wagman Construction, Inc. for Suite 201 – 201A at the Harrisburg Transportation Center, in accordance with the following specifics.

Approximate Floor Area: 4,453 square feet

Term: Eleven months, February 1, 2023 – December 31, 2023

Proposed Rent for Suites 201-201A: \$38,500.00 /\$3,500.00 month

Date

Secretary

HARRISBURG REDEVELOPMENT AUTHORITY
LICENSE AGREEMENT

THIS AGREEMENT is made this 1 day of February, 2023, between the

REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG, party
of the first part (hereinafter called "Licensor"),

AND

WAGMAN CONSTRUCTION, INC., party of the second part (hereinafter called
"Licensee").

WITNESSETH, that the said party of the first part, in consideration of the covenants hereinafter mentioned, and does grant Licensee the privilege to use Suite 201-201A (as shown in Exhibit "A") of the Harrisburg Transportation Center for the purpose of Construction Office.

THIS LICENSE AGREEMENT IS MADE AND ACCEPTED ON THE FOLLOWING CONDITIONS:

1. The term of this License shall be:

Date:

Time: Start: **February 1, 2023**

- End: **December 31, 2023**

2. The Licensee shall pay **Three Thousand Five Hundred Dollars and 00/100 Cents (\$3,500.00)** per month.
3. The Licensee shall pay the Licensor the sum of **Three Thousand Five Hundred Dollars and 00/100 Cents (\$3,500.00)** as a security deposit to ensure that at the expiration of the Agreement the premises will be restored to the same condition in which it was at the commencement of the Agreement. In the event the Licensee shall fail to restore said premises to its original condition, the additional cost for restoration shall be paid with the security deposit. Any additional cost for restoration incurred by the Licensor will be treated as additional rent due and owing under the Agreement. This security deposit shall not accrue interest for the Licensee and, providing Licensor incurs no cost for restoration, said security deposit shall be promptly refunded to Licensee within 30 days.
4. The Licensee shall provide the Licensor with a Certificate of Insurance naming the Licensor as an additional insured. The insurance shall be in an amount satisfactory to Licensor but shall not be less than \$1,000,000 of general liability insurance covering both property damage and personal injury.


5. The premises shall be used solely for the purposes stated above. Said Licensee shall not carry on or permit any unlawful or immoral business or activity in or about the premises.
6. The Licensor shall not be liable for any loss, theft, or damage of any property belonging to or in the custody and care of Licensee or injury to Licensee, its agents, servants, employees, invitees or representatives.
7. The Licensee shall not make any physical alterations or improvements to the premises designated for use by the Licensee. Licensor agrees to maintain the premises and vicinity in a clean and orderly manner and in good repair during the time of use.
8. The Licensee shall comply with all laws, orders and regulations of federal, state, county or municipal authorities, and obtain any permits required by federal, state, county or municipal authorities pursuant to law, which shall impose certain duties and requirements upon Licensee with respect to the usage for which this License is granted.
9. The Licensee, its agents, servants, employees, invitees or representatives shall not park its vehicles in areas designated for public use, nor in any other area which has not been designated as legal parking, nor shall Licensee permit or allow the congestion of traffic resulting from Licensee, its agents', servants', employees', invitees' or representatives' use of the premises.
10. The Licensee's use of the premises shall be limited to the area as outlined on Exhibit "A". Licensee shall be required to maintain its agents, servants, invitees or representatives within this area.
11. No signage, lighting or lettering shall be displayed, nor shall any structure or installation, temporary or otherwise be installed without prior written approval by Licensor.
13. All damages or injuries done to the premises shall be repaired by Licensor and Licensee covenants and agrees to pay for all repairs upon 5 days' written notice to it by Licensor, and if Licensee neglects to make said payment within 30 days after said notice is given to it, the Licensor shall have the right to take all action required to collect the same.
14. In consideration of the use of the premises, Licensee does hereby release, indemnify and hold harmless the Licensor, its employees, agents and the tenants of the Harrisburg Redevelopment Authority, their agents and employees, against all claims, suits, proceedings, costs, expenses, judgments, damages and liabilities (including attorneys' fees) with respect to personal damage (including death) and loss, damage to or destruction of property (including loss of use thereof) arising out of, connected

with or resulting from the use of the premises. Licensee shall be liable for damages or injuries to persons or property, including Licensor's and Licensee's agents, employees, servants, invitees or representatives, arising from the conduct, management or performance of any activity by Licensee, its agents, servants or representatives, pursuant to this License.

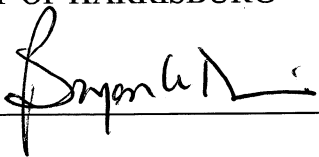
15. Upon the expiration of this License Agreement, Licensee shall immediately remove all of Licensee's property under its custody and care from the Harrisburg Transportation Center premises and will promptly surrender the premises in a condition equal to what it was at the commencement of its use. If Licensee shall not, for whatever reason, comply with these requirements, Licensor shall have the right to do all such work and to remove and store Licensee's property, or property under Licensee's custody and care, away from the Harrisburg Transportation Center premises at the Licensee's sole risk and cost.
16. The Licensor and its duly authorized agents or representatives reserve the right to terminate this License Agreement at any time for any reason without prior notice. If termination occurs in this manner, Licensee shall promptly remove all of Licensee's property, or property under Licensee's custody and care, and vacate the premises in a clean and orderly manner and in good repair. It is agreed that Licensor shall not incur any liability whatsoever for any early termination.
17. Licensee may not assign this License without the prior written consent of the Licensor.
18. Licensee shall comply with all items contained within "Harrisburg Transportation Center Rules and Regulations" attached Exhibit "B" and hereby incorporated herein.
19. It is expressly understood by the parties that the whole agreement is embodied in this Agreement and that no part or item is omitted.

WITNESS the hands and seals of the parties the day and year first above written.

LICENSOR:
REDEVELOPMENT AUTHORITY OF THE
CITY OF HARRISBURG



WITNESS

By  _____

Title Ex. Director

LICENSEE:
WAGMAN CONSTRUCTION, INC.

Rosa Dembowicz

WITNESS

By Mark G. Marnes

Title Vice-President of Construction

RESOLUTION NO. 3-2023
Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg ("Authority") is negotiating with GMC Harrisburg A LLC for the sale of vacant lots at 1928 & 1930 Logan Street (PID 11-009-053 & 11-009-054) (the "Property"); and

WHEREAS, the Authority owns the Property and GMC Harrisburg A LLC ("Developer") desires to purchase the Property for use as accessory yard to the Developer's property located at 1933 N. 3rd Street; and

WHEREAS, the Authority is willing to sell the Property pursuant to the terms set forth below.

NOW, THEREFORE, BE IT RESOLVED, by the Redevelopment Authority of the City of Harrisburg that the sale of the Property is hereby approved, and the proper Officers of the Board of Directors of the Authority are hereby authorized to execute a standard Special Warranty Deed and all related documents with the Developer for the conveyance of the Property, contingent upon the following conditions being met:

- A. The sale price for the Property shall be \$25,600 plus all HRA closing fees, including 2% transfer tax.
- B. The Property shall be sold "as is", "where is" with no representations or warranties.
- C. The Property shall remain subject to all real estate taxes in perpetuity, regardless of whether the use qualified for an exemption from the same under any applicable law.
- D. Any re-use of the Property must comply with all City zoning ordinances and regulations for Flood Plain Construction, if applicable.
- E. Such other conditions that the staff of the Authority and its solicitor deem reasonable and appropriate.

Date

Secretary

Bids:

Georg Goerg \$25,600

Kate Hummel \$8,000

Kireston Wilson \$2,000 (Only for 1928 Logan St.)

Janell Weaser

From: Georg M. Goerg <georg.goerg@gmail.com>
Sent: Tuesday, November 22, 2022 9:17 PM
To: Janell Weaser
Subject: Re: Lot adjacent to 1933 N 3rd St up for sale

Hi Janell,

Sending this over before midnight today. After review I m giving my offer at \$25,600 for both lots combined.

best,
Georg

On Fri, Nov 18, 2022 at 1:30 PM Janell Weaser <jweaser@hra-harrisburgpa.org> wrote:

Hello Georg,

Because we have multiple people interested, we will accept the one that is the higher bid price.

We will not accept any that is under a \$1,000 per lot (for 2 lots, not under \$2,000).

You must quote a price.

-Janell

From: Georg M. Goerg <georg.goerg@gmail.com>
Sent: Friday, November 18, 2022 12:36 PM
To: Janell Weaser <jweaser@hra-harrisburgpa.org>
Subject: Re: Lot adjacent to 1933 N 3rd St up for sale

Hi Janell,

thanks for response.

Re bid price: is this a second price auction? le if I overbid the other owner interested in it , I ll pay their price + \$1?

RESOLUTION NO. 4-2023
Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg ("Authority") is negotiating with Martha Marmolejo for the sale of vacant lots at 1535 & 1537 Berryhill Street (PID 02-048-018 & 02-048-019) (the "Property"); and

WHEREAS, the Authority owns the Property and Martha Marmolejo ("Developer") desires to purchase the Property for use as accessory yard to the Developer's property located at 1539 Berryhill Street; and

WHEREAS, the Authority is willing to sell the Property pursuant to the terms set forth below.

NOW, THEREFORE, BE IT RESOLVED, by the Redevelopment Authority of the City of Harrisburg that the sale of the Property is hereby approved, and the proper Officers of the Board of Directors of the Authority are hereby authorized to execute a standard Special Warranty Deed and all related documents with the Developer for the conveyance of the Property, contingent upon the following conditions being met:

- A. The sale price for the Property shall be \$500 plus all HRA closing fees, including 2% transfer tax.
- B. The Property shall be sold "as is", "where is" with no representations or warranties.
- C. The Property shall remain subject to all real estate taxes in perpetuity, regardless of whether the use qualified for an exemption from the same under any applicable law.
- D. Any re-use of the Property must comply with all City zoning ordinances and regulations for Flood Plain Construction, if applicable.
- E. Such other conditions that the staff of the Authority and its solicitor deem reasonable and appropriate.

Date

Secretary

08/01/22

A Quen Ancierma:

Mi nombre Mantlen Mawup.

An Esta Carta Ago Cantor. Que
Lo Compra de esta propiedad.

1537 Berrhill St. Harrisbir p.a. 17104.

El precio de la propiedad. Es 500.00

y Me gustaria. Comprarlo o mi propocto.

Es Usarla como. Yarda. de mi casa. de.

La 1539 Berrhill St.

Sientaee. Comodo Haman. 717 984 4052.

o Centas Al 1539 Berrhil St. Harrisburg p.a 17104.

Mantlen Mawup
esesKandalo@gmail.com

To whom it May concern

My name. Martha Marmolejo. Even this letter supports the purchase of this property. 1537 Berryhill Street Harrisburg PA 17104. The price of the property is 500.00. I intend to use it as a yard for my houses at 1539 Berryhill Street. Srentuce Comods call 717.984.4052 or letters to 1539 Berryhill Street Harrisburg, PA 17104

RESOLUTION NO. 5-2023
Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg ("Authority") is negotiating with Kireston Wilson for the sale of a vacant lot at 339 Peffer Street (PID 11-009-003) (the "Property"); and

WHEREAS, the Authority owns the Property and Kireston Wilson ("Developer") desires to purchase the Property to be used as a garden/green space; and

WHEREAS, the Authority is willing to sell the Property pursuant to the terms set forth below.

NOW, THEREFORE, BE IT RESOLVED, by the Redevelopment Authority of the City of Harrisburg that the sale of the Property is hereby approved, and the proper Officers of the Board of Directors of the Authority are hereby authorized to execute a standard Special Warranty Deed and all related documents with the Developer for the conveyance of the Property, contingent upon the following conditions being met:

- A. The sale price for the Property shall be \$1,000.00 plus all HRA closing fees, including 2% transfer tax.
- B. The Property shall be sold "as is", "where is" with no representations or warranties.
- C. The Property shall remain subject to all real estate taxes in perpetuity, regardless of whether the use qualified for an exemption from the same under any applicable law.
- D. Any re-use of the Property must comply with all City zoning ordinances and regulations for Flood Plain Construction, if applicable.
- E. Such other conditions that the staff of the Authority and its solicitor deem reasonable and appropriate.

Date

Secretary

Janell Weaser

From: Kireston Wilson <kirestonw@yahoo.com>
Sent: Tuesday, February 7, 2023 11:17 AM
To: Bryan Davis; Janell Weaser
Subject: Re: 339 Peffer Street

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,

Could Bryan Davis give me a call back about my offer for 339 Peffer Street? I'd also like to know what the taxes are for 339 Peffer Street as well as the taxes in perpetuity for 1928 and 1930 Logan Streets.

Kireston
717-350-4338

On Sunday, February 5, 2023 at 02:44:12 PM EST, Kireston Wilson <kirestonw@yahoo.com> wrote:

Hello,

I have another lot that I am interested in. I'm hoping that your office does not turn this in to a difficult process that will cause me to loss another opportunity. You have posted the lot publically on your website as being for sale and I know that is all that is required of the Redevelopment Authority.

Vacant Lot	11009003	339 Peffer Street	Harrisburg	Dauphin	17102
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I want to purchase 339 Peffer Street for \$1,000. REDEVELOPMENT AUTHORITY OF CITY OF HARRISBURG has been holding on to this property since 2004. Anyone could have offered to purchase it. It has been listed on your website for some time which makes the posting of its availability fair to everyone. What you did with the lots on Logan Street was not fair. I've researched the purchase of these lots and I can't find anything that says that Redevelopment Authority has to inform adjacent property owner's of offers to purchase the properties.

I will be following up to see if Georg M. Georg - \$12,800 each, \$25,600 total, has paid all back taxes on 1928 & 1930 Logan Street as required. All properties acquired by the Redevelopment Authority are sold as "taxable in perpetuity." It appear that taxes in perpetuity on 1928 & 1930 Logan Street go back to 2019. Please provide information on how much tax is owed in perpetuity on each property individually: 1928 & 1930 Logan Street.

Janell Weaser

From: Kireston Wilson <kirestonw@yahoo.com>
Sent: Thursday, February 16, 2023 12:22 PM
To: Bryan Davis; Janell Weaser
Subject: Fw: Stormwater Fee Adjustment
Attachments: To Resident - 2023-02-16 Pfeffer and 4th Lots.pdf

So I reached out to Claire Maulhardt, PLA with Capital Region Water, City Beautiful H2O Program Manager. She provided me a copy of CRWs plans for 1934 N. 4th Street which is adjacent to the property that I am purchasing. (see those plans attached below). I have plans to meet with her to talk about water collection on my lot. I plan to have some raised flower beds containing Pennsylvania Native plants that are intended to attract Monarch Butterflies. I can't control what happens on the privately owned lots beside me but mine will be fenced on the sides boarding the privately owned vacant lots. The front and back of my lot will be open to allow flow through to the CRW lot behind me.

I'll have two water collect stations at the front of the property and two water collection stations at the rear.

I want to offer access of the gardens to girl scott troops to obtain the Junior Gardening Badge.

Hope this helps.

This will be the last contact I am able to have with you as I have to get my family packed up for our trip.

----- Forwarded Message -----

From: Claire Maulhardt <claire.maulhardt@capitalregionwater.com>
To: Kireston Wilson <kirestonw@yahoo.com>; Micaela Swart <micaela.swart@capitalregionwater.com>
Cc: Rebecca J. Laufer <rebecca.laufer@capitalregionwater.com>
Sent: Thursday, February 16, 2023 at 07:55:31 AM EST
Subject: RE: Stormwater Fee Adjustment

Kireston,

Here are the plans I discussed earlier for the design of the Pfeffer and 4th HRA Lots.

For the improvements described below, reductions in the SW Fee may be possible. We can work with you to file an Appeal and SW Fee Credit form. All the information can be found here: <https://capitalregionwater.com/customer-support/rules-regulations/> under the Stormwater Fee Section. Once you've had a chance to review, we can set up a follow up meeting with you and/or site visit to your property to review the changes.

I have added Micaela Swart to the email. She assists me with the Stormwater Management Program.

Cheers,

Claire Maulhardt, PLA | City Beautiful H₂O Program Manager

888-510-0606 | 717-216-5269 (o) | 717-756-6694 (m)



Capital Region Water

3003 North Front Street | Harrisburg, PA 17110 *

Investing in Our Community from Raindrop to River

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*** Please note our change of address**