REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG

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

REGULAR MEETING – June 17, 2025 – 12:30 P.M.

AGENDA

- I. Call to Order
- II. Minutes of the Regular Meeting of May 13, 2025.
- III. Treasurer's Report February and March 2025 for approval; and April and May 2025 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. 17-2025 – Authorizing the Authority to approve the buyout sale of "S02 Towner" located at 333 Market Street to Harristown Development Corporation for the consideration of One Dollar (\$1.00) according to the terms and conditions of their Lease Agreement.

RESOLUTION NO. 18-2025 – Authorizing the Authority to extend the *Potential Developer* status to **June 30, 2026**, for Wildheart Ministries' project of mixed-use, commercial, and residential housing located on five (5) lots at 1260, 1262, 1264, 1266, and 1270 Market Street.

RESOLUTION NO. 19-2025 - Authorizing the Authority to extend the Potential Developer status to **June 30, 2026**, for RB Development LLC's project of affordable housing located at 1175 Baily Street.

RESOLUTION NO. 20-2025 – Authorizing the Authority to extend the Potential Developer status to **December 31, 2025**, for South Central Pennsylvania Restoration LLC's project of for their project of mixed-use, commercial, and residential housing on five (5) lots located at 1161, 1163, 1169, 1171, and 1173 Market Street.

RESOLUTION NO. 21-2025 – Authorizing the Executive Director to execute a Professional Services Agreement with Government Finance Solutions to provide audit and finance services to aid the Authority in implementing controls over accounting and financial reporting in preparation of annual audits in compliance with GAAP.

- VIII. Other Business
- IX. Adjournment

Means To Attend

- * In Person Meeting Location: Rev. Dr. Martin L. King Jr. Government Center, 10 N. Second Street, 4th Floor, Suite 405 Conference Room, Harrisburg, PA 17101
- * Board of Directors to Join via Microsoft TEAMS: <a href="https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWQ0YzhmNTktMzBhNy00M2JlLTkyMGQtYmFjZDRkYmU1ZjVm%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

Meeting ID: 230 268 464 398 6 Passcode: oj2qG2sW

If you have trouble joining the virtual meeting, call 717-255-3150 for assistance.

RESOLUTION NO. 17-2025 Harrisburg Redevelopment Authority

The Board of Directors of The Redevelopment Authority of the City of Harrisburg, a Pennsylvania Redevelopment Authority (the "Authority"), hereby take the following actions as authorized at the meeting of the Board of Directors on June 17, 2025.

WHEREAS, the Authority and Harristown Development Corporation, a Pennsylvania non-profit corporation ("Harristown"), are parties to that certain Lease Agreement dated January 30, 2015 (the "Lease Agreement") pursuant to which the Corporation leases to Harristown the "SO2 Tower", 333 Market Street, Harrisburg, Pennsylvania, being the same premises as Condominium Primary Unit 1, and Storage Unit 3, all as identified in the Condominium Declaration for 333 Market Street, filed on January 2, 2015, at Instrument No. 20150000072 in the Office of the Recorder of Deeds in an for Dauphin County, Pennsylvania (the "Property").

WHEREAS, pursuant to Section 40 of the Lease Agreement, the Authority granted to Harristown an option to purchase the Property for a total consideration of One Dollar (\$1.00);

WHEREAS, Harristown seeks to exercise its option to purchase the Property and the parties desire to proceed with the sale of the Property, pursuant to the terms and conditions of the Lease Agreement;

WHEREAS, the Property shall be sold "as-is, where-is" and with Harristown paying all applicable realty transfer taxes and costs.

WHEREAS, the Authority seeks to enable the purchase of the Property pursuant to Section 40 of the Lease Agreement, contingent upon completion of all preconditions as set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Authority of the City of Harrisburg as follows:

- 1. The Authority is authorized to sell the Property "as is, where-is" to Harristown pursuant to the terms and conditions of the Lease Agreement and for a total consideration of One Dollar (\$1.00) with Harristown paying all applicable realty transfer taxes and costs.
- 2. The Property shall remain subject to all real estate tax in perpetuity, regardless of whether the use qualifies for an exemption from the same under any applicable law.
- 3. Bryan Davis, as Executive Director of the Corporation (the "Authorized Signatory") shall be and hereby is authorized and empowered to execute and deliver in the name and on behalf of the Authority, any and all documents regarding the sale of the Property and such additional documents, agreements and certificates as may be incidental thereto, the signature of the Authorized Signatory on any of the foregoing documents, agreements and certificates being sufficient for all purposes, provided that

all conditions that the staff of the Authority and its solicitor deem necessary are met; and

4. The Authorized Signatory is hereby authorized to execute all such other documents and instruments necessary to complete the sale of the Property to Harristown, including, but not limited to, a deed, affidavits, settlement sheet and any release or termination documents related to the sale of the Property provided that all conditions that the staff of the Authority and its solicitor deem necessary are met.

The following resolutions have been duly authorized and approved by the Board of Directors of the Corporation at the meeting of the Board of Directors referenced above.

Resolution No. 17-2025 ac	lopted on June 17, 2025, moved by	
seconded by	abstained by	
Date	Secr	etary

THE REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG, A PENNSYLVANIA REDEVELOPMENT AUTHORITY

CERTIFICATION OF RESOLUTION

I, Alex Reber, being the Secretary of The Redevelopment Authority of the City of Harrisburg, a Pennsylvania redevelopment authority, do hereby certify that the following is a true and correct copy of Resolution 17- 2025 adopted by the Board of Directors of the Corporation on June 17, 2025 and that the same has not been altered, amended or rescinded and remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the sea	l of the
Corporation this 17th day of June, 2025.	
Secretary	

RESOLUTION NO. 18-2025

Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg ("Authority"), in **Resolution 3-2024**, has recognized **Wildheart Ministries** as Potential Developer of 1260 Market (PID 09-013-053), 1262 Market (PID 09-013-054), 1264 Market (PID 09-013-055) 1266 Market (PID 09-013-056), and 1270 Market (PID 09-013-057) for new construction of mixed-use development; and

WHEREAS, the Authority amended the status in Resolution 3-2024, Resolution 16-2024, and Resolution 7-2025.

WHEREAS, the Authority wishes to extend **Wildheart Ministries's** status as Potential Developer that it may continue with its planning and negotiation for an additional twelve (12) months.

NOW THEREFORE, BE IT RESOLVED by the Redevelopment Authority of the City of Harrisburg hereby extends the Potential Developer status as stated in **Resolution No. 3-2024** to **June 30, 2026.** All other terms and conditions of **Resolution No. 3-2024** not in conflict herewith shall remain in full force and effect.

Date	Secretary

RESOLUTION NO. 19-2025

Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg ("Authority"), in **Resolution 20-2020,** has recognized **RB Development LLC** as the Potential Developer of 1175 Bailey Street, PID 09-07-019 (the "Property") for new construction of affordable housing; and

WHEREAS, the Authority extended its Potential Developer status in Resolution 24-2021, Resolution 38-2021, Resolution 12-2022, Resolution 28-2022, and Resolution 20-2023, Resolution 34-2023, Resolution 11-2024, and Resolution 28-2024; and

WHEREAS, the Authority wishes to extend **RB Development LLC's** status as a Potential Developer so that it may continue with its planning and negotiations for an additional twelve (12) months.

NOW THEREFORE, BE IT RESOLVED by the Redevelopment Authority of the City of Harrisburg, hereby extends the Potential Developer status as stated in Resolution No. 20-2020, item 1, to **June 30, 2026.** All other terms and conditions of **Resolution No. 20-2020** not in conflict herewith shall remain in full force and effect.

Date	Secretary

RESOLUTION NO. 20-2025

Harrisburg Redevelopment Authority

WHEREAS, the Redevelopment Authority of the City of Harrisburg has received a Proposal, dated 12 December 2024, from **South Central Pennsylvania Restoration LLC** with its office located at 1400 Karen Drive, Harrisburg, PA, 17109 for the purchase of 1161 Market (PID 09-039-015), 1163 Market (PID 09-039-016), 1169 Market (PID 09-039-019), 1171 Market (PID 09-039-020), and 1173 Market Street (PID 09-39-021) (collectively the "Property"); and

WHEREAS, the Authority amends the status in Resolution 9-2025, and

WHEREAS, the Authority wishes to extend South Central Pennsylvania Restoration LLC's status as *Potential Developer* so that they may continue with their planning and negotiations for an additional six (6) months.

NOW, THEREFORE, BE IT RESOLVED, by the Redevelopment Authority of the City of Harrisburg, hereby extends the Potential Developer status as stated in **Resolution 9-2025** to **December 31, 2025**. All other terms and conditions of **Resolution 9-2025** not in conflict herewith shall remain in full force and effect.

Date	Secretary

RESOLUTION NO. 21-2025

Harrisburg Redevelopment Authority

RESOLVED by the Redevelopment Authority of the City of Harrisburg that the Executive Director is hereby authorized to execute a professional services contract with Government Finance Solutions, 1926 Good Hope Road, Suite 400, Enola, PA 17025, to provide audit and finance services to aid the Authority in implementing controls over accounting and financial reporting in preparation of annual audits in compliance with GAAP, for the base contract amount of \$13,200, plus reasonable additional expenses more fully detailed on the attached Services Agreement.

	Secretary						



June 13, 2025

Mr. Bryan Davis
Executive Director
Redevelopment Authority of the City of Harrisburg
10 North Second Street Suite 405
Harrisburg PA 17101

Re: Proposal for Audit and Finance Assistance

Dear Mr. Davis,

Government Finance Solutions (GFS) a division of Dawood Engineering, located at 1926 Good Hope Road, Suite 400, Enola, PA, 17025 is pleased to submit this formal proposal to the Harrisburg Redevelopment Authority for Audit and Finance Assistance. With a focus on results rather than reports, GFS serves clients as a business partner, strategic advisor, and technology influencer. The GFS team will partner with the Authority to chart its continued path to fiscal strength and success.

Below is an outline of our services in conformance with the request and indicates the scope, fee, and schedule.

SCOPE OF SERVICES

Provide Audit and Finance Assistance to assist the Authority in meeting its project needs. To include but not be limited to:

- Audit Preparation Review of the following:
 - Lease Receivables reconciliation and reporting
 - o Deferred inflows of resources leases GASB 96 entries
 - o Fund balance roll forward and entries
 - Grant revenue receivables and reporting
 - Expenditures classification and reporting
 - Due to / due from other governments fund accounting principles and reporting
 - Accounts payable reconciliation
 - Review of process separation of duties
 - Review IT Controls related to system access accounts
 - Year end process for adjusting for A/R review and write offs
 - Year end accrual process and reporting
 - Audit schedules requested

Harrisburg Redevelopment Authority June 13, 2025 Page 2

- OuickBooks Assistance
 - o Grant reporting utilization new grant segregation / reporting
 - General ledger account set up
 - o Utilization of classes feature for property and grant reporting
- Providing additional assistance with projects that may require in-person support to complete will be quoted separately based on needs, scope, time to complete, availability of GFS staff and will be defined in discussion with the Executive Director. Projects may include but are not limited to:
 - Documentation of operating practices and procedures to create a manual that will be reference of current state and be a training resource for future staff.

PROPOSED FEES

GFS proposes to perform the above referenced services:

Any onsite or remote work provided by Jennifer Steigelman, Accounting Manager, will be billed at the rate of one hundred and sixty-five (\$165) dollars per hour.

Any onsite or remote work performed for Susan Saylor Staff Accountant would be billed at an hourly rate of one hundred thirty (\$135) dollars per hour.

In-person support, for staff that live more than one (1) hour travel time from GFS office in Enola, (Susan Saylor) would be charged at fifty percent (50%) of the hourly rates above for time traveled.

GFS services will be billed on a Time and Materials basis plus reasonable and ordinary expenses billed monthly. Reasonable and ordinary expense will be, but are not limited to mileage, per diem, and lodging. Mileage will be billed based at the current IRS rate. Lodging and per diems will be based on current Federal GSA rates.

Proposed fees are in effect for six (6) months from the date of the proposal after which time they may be subject to change.

SCHEDULE

These services will begin upon approval of this proposal and continue indefinitely, until cancelled by the Executive Director or designee or GFS. Meetings will be held with the Executive Director as requested to discuss needs or projects and an estimated number of hours to perform duties as requested.

It is anticipated that GFS will provide approximately eight (8) to sixteen (16) hours a week up to eighty (80) hours of work in support of the scope initially described.

Additional remote or in-person support based on project needs, will be dependent on the Authority's needs and based on GFS staff availability.



Harrisburg Redevelopment Authority June 13, 2025 Page 3

ASSUMPTIONS

This scope of services and related fees have been prepared based on the following assumptions:

- 1. Duties assigned to GFS that exceed the time estimate will be brought to the Executive Director to determine if the estimated hours should be adjusted or duties reassigned.
- 2. GFS will be given appropriate access to files and / or systems as deemed necessary to conduct duties as assigned.
- 3. GFS will provide a written proposal for services beyond this initial set of services if requested.
- 4. GFS will not provide legal advice and will defer to the Authority's solicitor.

GFS appreciates the opportunity to provide the Authority with this proposal and we are confident our diverse capabilities and experience will be an asset to your team. We are sending an electronic copy of this proposal and our standard terms and conditions. If the proposal and terms are satisfactory, please sign a copy of the proposal and return via email to Jim Rodgers (james.rodgers@dawood.net) and Jennifer Steigelman (jennifer.steigelman@gfsdawood.net).

Please contact me at 717-514-0419, (james.rodgers@dawood.net) or Jennifer Steigelman at 717-497-4505. (jennifer.steigelman@gfsdawood.net) if you have any questions regarding this proposal or on the project in general. Thank you for the opportunity to support the work of the Harrisburg Redevelopment Authority and we look forward to working with you.

Sincerely,

Jim Rodgers Chief Strategic Officer Dawood Engineering

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Jennifer Steigelman Manager **Government Finance Solutions**

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Attachments Standard Terms and Conditions Jennifer Steigelman Resume Susan Saylor Resume

This proposal is accepted by:

Name: _____ Signor: Please Sign Client Name: Harrisburg Redevelopment Authority



GOVERNMENT FINANCE SOLUTIONS STANDARD CONTRACT TERMS AND CONDITIONS

- DUTIES AND RESPONSIBILITIES Government Finance Solutions (GFS) agrees to provide those professional services to the <u>HARRISBURG REDEVELOPMENT AUTHORITY</u>, as agreed to in the Scope of Services as set forth in the accepted letter proposal dated <u>JUNE 13, 2025</u>. Additional services may be performed, if requested, subject to an agreed upon revision in the Scope of Services and authorized fee.
- 2. <u>CONTRACT DOCUMENTS</u> The parties hereto have entered into a contract. The Contract Documents include the Proposal and these Standard Contract Terms and Conditions which are incorporated into the Proposal. This Agreement and GFS's Proposal constitute the entire agreement between the parties (the "Contract") regarding their subject matter.

In the event that GFS and Client have not executed the Professional Services Agreement, Client's verbal or written authorization to GFS to proceed with the performance of the services set forth therein, or any payment received from Client toward this project, shall constitute acceptance by Client of the Professional Services Agreement, including these Terms and Conditions. The parties agree that, notwith-standing its terms, no subsequently executed purchase order or other Client submitted terms and conditions shall revise, modify, contradict or supplement the terms of the Proposal, including these Terms and Conditions. In particular, no such subsequently executed document shall create any warranty with regard to the services performed by GFS and its subconsultants nor shall it create any right of indemnification or any remedy for the benefit of Client that is not expressly set forth in the Proposal, including these Terms and Conditions. The Proposal, including these Terms and Conditions, may only be revised, modified, contradicted or supplemented by a written amendment on a form supplied by GFS that specifically refers to the terms herein which are the subject of the revision, modification, contradiction or supplementation.

- 3. <u>TERMINATION, SUSPENSION</u> The Contract may be terminated by either party upon 30 day written notice. In the event of termination, GFS shall be paid for services performed to the termination date plus reasonable termination expenses.
- 4. <u>INVOICES, PAYMENTS</u> GFS will submit invoices to Client monthly. Payment is due upon presentation of each invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a service charge of one and one-half (1½) percent per month (18% per annum) or fraction thereof on past due payments under the Contract. If any invoice remains unpaid for a period in excess of sixty (60) days, GFS reserves the right to pursue all appropriate rights and remedies available to it at law or equity or by any other provisions hereof, and shall in addition have the right to any or all of the following specific remedies:
 - (a) declare the Contract terminated;
 - (b) cease any or all services agreed upon under the Contract;
 - (c) institute suit for the amounts owned plus additional costs as set forth in Section 4.1 hereof.

- 4.1 In the event a lien or suit is filed to enforce payment under the Contract, GFS is entitled to seek from the Client and Client agrees to pay all court costs and attorney's fees incurred by GFS in addition to the principal amounts owned plus accrued service charges.
- 4.2 The covenants and obligations of GFS hereunder are separate and independent from one another. Client's obligations to pay invoices and other amounts payable hereunder, and to perform its obligations hereunder, shall be fully enforceable and shall not be impaired or excused, notwithstanding any breach by GFS hereunder. No invoices or other amounts payable hereunder shall be subject to reduction, delay, offset, withholding or other defense.
- 5. <u>ASSIGNS</u> Neither the Client nor GFS may delegate, assign, or sublet, or transfer his/her duties or interest in the Contract without the written consent of the other party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract. Nothing contained in this paragraph shall prevent GFS from employing such independent professional associates and consultants as GFS may deem appropriate to assist in the performance of services hereunder.
- 6. <u>DISPUTES</u> In the event that Client institutes suit against GFS because of any alleged failure to perform, or any alleged error, omission, or negligence, and if such suit is withdrawn or dismissed, or if judgment is rendered for GFS, Client agrees to reimburse GFS or pay any and all costs and all other expenses of defense, including without limitation GFS's attorney's fees, immediately following withdrawal or dismissal of the case or immediately upon judgment being rendered on behalf of GFS.
- 7. WARRANTY OF AUTHORITY TO SIGN The persons executing this Contract warrant that they have the authority to sign as or on behalf of the Client. If such persons do not have such authority, they agree that they are personally liable for all breaches of this Contract and that any action against them for breach of such warranty, GFS's attorney's fee shall be included in any judgment rendered.
- **8.** <u>SEVERABILITY</u> In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.
- **9.** REFERENCES Client agrees that GFS has authority to utilize Client's name as a client in general descriptions of the project work or services performed as references to another client.
- 10. CONFIDENTIAL INFORMATION AND CLIENT DOCUMENTS All Confidential Information and client records shall remain the property of the client and nothing herein shall be construed as giving GFS any right, title or interest in or to the Confidential Information. Upon completion of the engagement, GFS shall (a) promptly return all copies of tangible Confidential Information, equipment, or assets, other than GFS's

Documents, and (b) destroy all portions of Client's Documents that contain Confidential Information, except to the extent required to be retained by government regulations, in which event such retained Client's Documents shall be destroyed at the end of the last-to-expire retention period.

- 11. <u>INSURANCE</u> Upon Contracting with GFS, a Certificate of Insurance illustrating workers' compensation, professional liability, and general liability insurance coverages will be provided.
- 12. CONTROLLING LAW This Agreement shall be governed by Pennsylvania law.