

# REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG

10 N. Second Street, Suite 405, Harrisburg, PA 17101

717.255.3000

[www.Redvelophbg.org](http://www.Redvelophbg.org)

## REGULAR MEETING – August 19, 2025 – 12:30 P.M.

### AGENDA

- I. Call to Order
- II. Minutes of the Regular Meeting of June 17, 2025.
- III. Treasurer's Report –April and May 2025 for approval; and June and July 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. 22-2025** – Authorizing the Authority to approve South Central Pennsylvania Restoration LLC the status of “*Potential Developer*” for their project of mixed-use, commercial, and residential housing on two (2) lots located at 1148 and 1150 Market Street.

**RESOLUTION NO. 23-2025** – Authorizing the Authority to extend the *Potential Developer* status to **February 28, 2026**, for South Central Pennsylvania Restoration LLC’s project of for their project of mixed-use, commercial, and residential housing on two (2) lots located at 1257 and 1259 Walnut Street.

**RESOLUTION NO. 24-2025** - Authorizing the Authority’s Executive Director to purchase two new Desktop Computers for \$1,742.38.

**RESOLUTION NO. 25-2025** – Authorizing the Authority to extend the *Potential Developer* status to **February 28, 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. 26-2025** – Authorizing the Executive Director to execute a contract with the City of Harrisburg through its Department of Engineering for approximately \$140,000, for engineering, design, and planning related to the Paxton Creek De-channelization.

- VIII. Other Business
- IX. Adjournment

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### Means To Attend

\* **In Person Meeting Location:** Rev. Dr. Martin L. King Jr. Government Center, 10 N. Second Street, 4<sup>th</sup> Floor, Suite 405 Conference Room, Harrisburg, PA 17101

\* **Board of Directors to Join via Microsoft TEAMS:** [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NTQ4Zjk1MjctZWVhZC00YjQ0LWI0YjgtMDE2ZTVkNDM5NTVm%40thread.v2/0?context=%7b%22Tid%22%3a%22f639450b-581a-4e26-b7dd-8ba0e623af21%22%2c%22Oid%22%3a%22ac286958-78ba-41b3-ac74-caee65bf7c40%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTQ4Zjk1MjctZWVhZC00YjQ0LWI0YjgtMDE2ZTVkNDM5NTVm%40thread.v2/0?context=%7b%22Tid%22%3a%22f639450b-581a-4e26-b7dd-8ba0e623af21%22%2c%22Oid%22%3a%22ac286958-78ba-41b3-ac74-caee65bf7c40%22%7d)

Meeting ID: 272 251 451 324 7      Passcode: 4AH6zL2s

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# **REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG**

## **Regularly Scheduled Meeting June 17, 2025 - 12:39 P.M.**

The Board of the Redevelopment Authority of the City of Harrisburg held a Regularly Scheduled Meeting on June 17, 2025, in Suite 405, Conference Room of the Rev. Dr. Martin Luther King, Jr. Government Center, 10 North Second Street, Harrisburg, Pennsylvania, at 12:39 p.m. Chaired by Nichole Johnson.

### **HRA BOARD MEMBERS PRESENT and/or via TEAMS Web-based Video Conferencing**

Nichole Johnson  
Crystal Brown  
Alexander Reber

### **ABSENT:** N/A

Also present: Janell Weaser, Harrisburg Redevelopment Authority (HRA) Controller, Bryan Davis, HRA Executive Director, and Catherine Rowe, HRA Solicitor.

PUBLIC PRESENT: Samuel Sulkosky, City of Harrisburg Business Administrator-Chief of Staff, Katelyn Forn, City Intern, Chris Bryce, Justin Heinly with Midtown Development, and Daran Sawyers with South Central Pennsylvania Restorations, LLC.

### **MINUTES**

The minutes of the Regular Meeting of May 13, 2025, were presented for approval. Mr. Reber moved to approve: seconded by Ms. Brown. The motion passed unanimously.

### **TREASURERS REPORT**

The Treasurer's Report for February and March 2025 was presented for approval; reports for April and May 2025 were presented for review. Mr. Reber moved to approve, seconded by Ms. Brown. The motion passed unanimously.

### **COMMUNICATIONS**

Mr. Davis announced that JMB Gardens is planning a ribbon-cutting on the 24<sup>th</sup> of this month at 10:00 AM. They have not given us a precise location. If anyone wishes to attend, he can let them know the location as soon as it is provided.

Mr. Davis added that their project is on N. 6<sup>th</sup> Street.

Mr. Davis explained that there are two components to Governors Square development. One was the 222 units that are undergoing bankruptcy. There is another phase that was later completed, which is 100% new townhome construction. The financing included Pennsylvania Housing Finance (PHFA) low-income housing tax credits. And part of that deal at that time to acquire more points in the application was that they asked the Redevelopment Authority to maintain ownership of the land and execute a ground lease for the land. Our name is still on the title for those lots, but only the land. Everything that was built on top of it is owned separately and was recorded at the county and is taxed by the county, city, and school district.

Mr. Davis said they are now at a point where the existing owners have put it on the market to sell and have an interested buyer. The lead person is Jason Schneid with CIG. They are from East Orange, New Jersey. He resides in New York.

Mr. Davis informed that HUD is in the mix as well as PHFA. They still have a compliance period with

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PHFA, and HUD still has riders attached to the Deed. If they obtain HUD and PHFA's approval, then we can have a conversation about how to deal with the ownership of the land.

Mr. Davis said the Mayor met with Mr. Schneid.

Mr. Davis mentioned that 333 Market Street (SO2) is on the Agenda today. This is similar to the other tower we recently sold. In past meetings, we were not certain if they were going to exercise their purchase option, but now they have made it clear that they want to.

Mr. Davis said he is not sure about the timing. It might be influenced by some of the title work. We placed it on the agenda today for your approval.

Mr. Davis reported that there are three Developers on the agenda for extensions of their potential developer status. Wildheart Ministries on Market Street received a PHARE Grant. They did receive their funding. Because of this we are requesting a year's extension.

Mr. Sulkosky stated, weren't the PHARE Grants just announced.

Mr. Davis answered yes. It was earlier this year. He can share that information with him after the meeting.

Mr. Davis said RB Development LLC has informed us that its engineers are still working on the geotechnical engineering at 1175 Bailey Street. Because of this, he is recommending a twelve-month extension.

Mr. Davis pointed out that Daran Sawyers of South Central Pennsylvania Restoration is present today. He asked Mr. Sawyers if he would like to share with the Board Members about his project's progress.

Mr. Sawyers reported that they are trying to work in phases, from the smaller units building their way up to the largest number of unit projects. They have projects outlined consisting of six, twelve, eighteen, and forty-three units. With the six units, we applied for grants. We have two grants. One is \$350,000, and the other for \$75,000. This is why we are asking for an extension of more time. We are still in the works of the first grant.

Mr. Davis said also on the agenda today is your approval for the Redevelopment Authority to contract with Government Finance Solutions. This is something recommended by our auditors at the end of last year. Attached is their proposal.

In regard to the new Swatara Park, Mr. Davis conveyed that the design team is awaiting some sketches and drawings from the survey work that was done.

Mr. Davis said we included Capital Region Water because of their adjacent improvements.

Mr. Davis revealed that the Authority closed on 1437 Swatara last week, and with 1435 Swatara, we will be acquiring it from the Judicial Sale this Friday. 1433 Swatara is owned by Tri-County. We are waiting to hear back from them about the purchase price. This completes all the land in the footprint.

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Mr. Davis said, per the architectural designer, they are going to use this area for more open space. For example, a grassy play area. But they could come up with something different. And they are working on where to place the handicap parking. Because of the preliminary plan walkway placement, this may wind up near the three corner lots.

Mr. Davis said the last thing on the agenda is Marketplace and Capital Heights. Chris Bryce and Justin Hinley are here today concerning their projects.

Mr. Bryce said he wanted to provide an update to the Board and mentioned that he submitted a letter to Mr. Davis requesting release from the first phase of the Marketplace project.

Mr. Bryce said, just to give you an overview, and this pertains to Marketplace initially. Our building plans did go through the land development phase, but there is a small disagreement with the city. Planning and Zoning approved them. There is a City Council meeting tonight. I fully expect to receive the final approval from the City Council. It has been several years for us to get to this point.

Mr. Bryce said there are many properties and lots in the Land Development Plan, and our initial agreement is to construct them in phases. I wrote Mr. Davis a letter, and I came to you to sort of articulate this orally; we are requesting the release of the first phase, which will be for twelve units on Marion Street adjacent to Millworks for a parking lot that the city is requiring us to develop. We lived up to the letter of the law regarding parking for all buildings, which meant we had to build an ancillary parking lot of forty-two spots, so those lots we purchased from the Redevelopment Authority that are for the parking lot, we had to buy additional lots on top of those for the parking lot of which we acquired privately.

Mr. Bryce stated that we are asking for a change in our agreement in some form. We paid fifty percent, half the price of the lots, well over \$300,000, to the Authority. We are asking to be released from paying anymore for the parking lots. In my letter to Mr. Davis and to the Board, I justified my rationale for this, and if I could just summarize, I would say that throughout this project, there have been many changes. We understand the economics of building have changed dramatically since COVID in so many different ways. We are not going to make money from the parking lot. We will have to maintain it, which will cost us a lot of money. It will be a benefit to the city. It is hard to get parking lots legally in the city, but we now have one included in the land development plan.

Mr. Bryce reiterated that we are requesting not to be charged further for just the lots within the planned parking lot.

Mr. Bryce introduced Justin Heinly to the Board. He said Mr. Heinly is a big part of the reason we are on track and moving forward with the building phase.

Mr. Bryce said we are ready to build the parking lot and the first twenty units. Perhaps before the end of the year, or eighteen months, we should be at seventy to eighty percent complete with both the Marketplace and Capital Heights to ask for those releases.

Mr. Bryce informed that these lots are in a qualified opportunity zone. We managed to come up with a



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method of leveraging the qualified opportunity zone while not utilizing a typical qualified opportunity zone fund, which is really important because it allows individual participants, and it is not a very large fund level. This is good for Harrisburg, and I will always be a part of the ownership of these. There will be other folks that are going to own them, and obviously, curating the properties as time goes on.

Ms. Rowe said it sounds like you have two requests here, one to release the lots and second for discount on some of the lots, correct.

Mr. Bryce confirmed.

Ms. Rowe asked what the total discount of these lots looks like.

Mr. Davis answered \$20,800. The resolution that the board passed gave them the designated developer status. It says that at any time, we have authorization to transfer as long as certain criteria are met, which includes an approved land development plan. The financing is in place, and the solicitor and director are satisfied with everything, plus they are ready to go to construction.

Mr. Davis said there is one clarification. The original offer that we accepted was \$6500 per parcel. They paid \$3000 up front. That is how we arrived at \$3500 per lot at closing time.

Mr. Reber asked Mr. Bryce when he initially proposed the project was he aware of the parking requirements, or had things changed since then.

Mr. Bryce said we did not plan on having a parking lot. We planned to put townhouses on those lots. These lots are oddly shaped. It was after we went through the planning and zoning development process that the city said we must put in a parking lot, or we will not be able to move forward. To answer your question specifically, it was not part of our original development proposal.

Mr. Reber pointed out that there have been a dozen other proposals that had the parking requirement waived.

Mr. Bryce said it was not waived for his project, but if you look at the structure that was proposed on Riley Street next to the 1500 block, the parking requirements for that are about 1/6<sup>th</sup> of what we are providing, and that was approved. I cannot speak as to why. We do need parking in Midtown.

Mr. Davis asked how many parking spaces are you planning on producing. The required amount that the city says is one and a half per unit. I believe this satisfies the twelve-unit building, or will you be providing more.

Mr. Bryce said we originally planned to have on-site parking. But now we must put in a parking lot along with this build for phase one, otherwise there will not be a phase two. The city wants the parking lot constructed first. It is a chicken-and-egg kind of thing. These things are all tied together. The parking lot is a catch-all.

Mr. Davis gave a suggestion of perhaps a compromise to defer payment that we forego now and spread it

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across the remaining fifty-three parcels. He mentioned that he had not run this past the Authority's board.

Mr. Bryce said we are at the mercy of your board. There is going to be money lost. There is not going to be money made on this project. This is a project of love for the city of Harrisburg. It is a great educational experience for him. I am very happy to do it. He has waited thirty years to see multi-units built in Midtown. He has not seen anyone else do it. It is a milestone for the city.

Mr. Davis said the Redevelopment Authority had to claw this land back from S&A Homes. Then we put it out for public bid. Your group was favored because you stated having the resources to proceed right away. And then there was a pandemic. So, there is a strong incentive for us to get something built. We still need to get certain things completed over the next thirty to sixty days before we can even go to closing.

Mr. Davis recommends that we allow our board members to digest this and be able to talk amongst themselves, and at our next meeting, make a decision.

Mr. Bryce agreed and said I appreciate your time.

Mr. Davis added that if you are successful in a model that uses opportunity zone investment on this scale, which is much smaller than what else exists in the market, we would be very happy to see that happen. We talked with other developers about the opportunity zone designation. We have had it for almost ten years now.

**PUBLIC COMMENT**

None

**OLD BUSINESS**

None

**NEW BUSINESS**

RESOLUTION NO. 17-2025 – Authorizing the Authority to approve the buyout sale of “SO2 Tower” 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. Mr. Reber moved to approve, seconded by Ms. Johnson. Ms. Brown abstained from voting. The motion passed.

Ms. Brown said she must abstain from this vote because she serves on the Harristown Development Corporation's Board.

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. Mr. Reber moved to approve, seconded by Ms. Brown. The motion passed unanimously.

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 Bailey Street. Mr. Reber moved to approve, seconded by Ms. Brown. The motion passed unanimously.

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 mixed-use, commercial, and residential housing on five (5) lots located at 1161, 1163, 1169, 1171, and 1173 Market Street. Mr. Reber moved to approve, seconded by Ms. Brown. The motion passed unanimously.

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 for annual audits in compliance with GAAP. Mr. Reber moved to approve, seconded by Ms. Brown. The motion passed unanimously.

### **OTHER BUSINESS**

Mr. Davis mentioned that the Authority is waiting for the Commonwealth to deposit its grant money in the Wells Fargo account. Earlier this month, we closed those accounts and moved the funds to Mid Penn Bank, which is a highly protected account. Although we calculated, Ms. Weaser was kind enough to recalculate the figures, I did not, however, move any funds into a certificate. I will try to do so before the end of this month.

Ms. Rowe wished to address the matter of the use of Microsoft TEAMS and the use of AI in the meetings. She said the use of having a hybrid approach to meetings still does not appear to occur in some public entities. It is certainly not a universal thing, and there is no obligation that we do it. The risk that we run in doing meetings this way is public access. The public believes that they have full access to the meetings. They attempt to join a meeting, and they are sometimes unable to do so, perhaps because of a broken link, perhaps because they join and it does not ding, and we did not hear it, so we inadvertently might result in having the public not able to attend our public meeting. That is the risk when it comes to holding TEAM meetings.

Ms. Rowe said we have had individuals who claim that they tried to join the meeting and said they were not able to join in. Ms. Weaser was kind enough to pull out records of who was in attendance of the meeting, although it is not entirely clear if that includes records of everyone who tried to attend the meeting. Microsoft TEAMS has not quite caught up with that yet, but I want to flag this for the Authority’s Board to understand that there might be Sunshine Act risk associated with that.

Ms. Rowe added now the ramifications of violating the Sunshine Law are that you are told to go back and do it again on record. It is not a huge liability, but when the job of the Authority is to ensure the public trust as a public body in its decision-making. Something we should be mindful of is that this method might not be the best way to go about doing it. With that being said, we are not fully virtual. We are hybrid. People can come in person. Board Members attend in person. And nothing about what I am sharing right now is intended to indicate that the Board Members cannot call in from time to time. I know there are some accessibility issues where calling in is fine for Board Members, provided that you are able to be present over the phone or whatever the case may be, but we might want to consider going forward, not offering TEAMS as the public access point in person.

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Ms. Rowe said if we do not have TEAMS anymore, AI becomes a little bit of a non-issue. The AI side of things has not quite been figured out because it is still relatively new. We cannot prevent individuals from attending to the definition of individual being the challenge. We cannot force someone who signs in to identify themselves. That is also one of the problems with using TEAMS. We cannot force somebody who is present at the meeting to identify themselves or who they are. The public is allowed to attend. They cannot speak unless they have some sort of interest, whether that is being a resident, or a Developer, or some sort of shareholder stake in what is happening in front of the Board, but they can certainly be present for meetings. That does make things tricky. When we have an AI device that signs in, which is what we experienced back in May, because they can be there, and who are we to kick them out, and ultimately, that issue is yet to be really worked through the courts to decide.

Ms. Rowe said she would not recommend that this Board take action to remove individuals or AI entities from the meetings. Again. If we decide not to go forward with TEAM Meetings, that becomes a non-issue. But if we are going to continue doing so, we are going to see more of the AI devices being used because they are happening in meetings. I have them in board meetings. I have talked to other solicitors who have seen them popping up in a variety of public meetings, and I know of other public entities that are not allowing AI access. I do not believe that is necessarily the right or appropriate step at this time, but there are other views on how that can be handled.

Ms. Rowe wanted to know the Board's thoughts, particularly about moving away from TEAMS and just going back to in-person meetings.

Ms. Rowe explained about the Act twenty or Act fifteen of 2020 which was the emergency declaration that all public meetings could be held virtually so that people had access to the meetings. We are no longer in an emergency declaration. That necessity no longer exists; however, we continue to offer this, but I think at this point we might have out used its usefulness.

Ms. Rowe mentioned that if a board member was not able to attend a meeting in person that they could still attend via the telephone, which is permissible under the Sunshine Law.

Ms. Rowe noted that the Office of Open Records' interpretation of the Sunshine Act is that virtual meetings are not considered public access. Hybrid is a little different. We are hybrid. She believes that people are moving away from the hybrid approach because accessibility is a problem, and people think they can access us virtually, they cannot, or there are challenges, such as the internet going down all of a sudden, and they are unable to participate.

Mr. Reber said he prefers to err on the side of having as much access as possible. He would like to continue this approach, especially if there are no legal ramifications that would be monetary against us. He wishes to have things more accessible to folks because, physically coming in person, they have to pay \$4.50 per hour to park for an hour. This is a challenge for some people.

Ms. Rowe stated that in terms of liability, when it comes to virtual access for the public, feeling that they are being excluded, you start to run into some constitutional claims. There can be an allegation that I'm being denied my due process access to public bodies, but even so, we are not looking at significant financial in terms of damages.

Ms. Rowe said from the Authority's perspective, when we have members of the public saying they are trying to access and then saying they cannot access, that is an issue.

Ms. Weaser inquired about the possibility of adding a disclaimer to the Agenda or in the TEAMS meeting site that states the Redevelopment Authority cannot guarantee 100% access through any online virtual service. Technical issues could occur, taking the liability off the Authority if they are not able to attend the meeting virtually.

Ms. Rowe replied, saying if you are putting it out there as a way to access a public meeting, then you must do everything in your power to make sure that it is accessible for a public meeting. The phone is probably the most reliable way to get in now. It is different than video.

Mr. Reber pointed out that on the Agenda, it has written that if you are having trouble joining the Meeting to call this number. He wondered if the listed number is someone's cell phone or an office number.

Mr. Reber suggested testing out the phone number before a meeting starts to make sure the phone line is working.

Ms. Rowe again addressed the issue of AI recording meetings. For example, when you have ABC27 News or PennLive wanting to record part of a meeting. Some public bodies have put in place rules or provisions for the recording of meetings, either by telephone or video, and often the press wants to record. She would rather allow some flexibility. The official record of the meeting is the minutes. AI does an okay job, but there are inconsistencies and inaccuracies, which is why it is important that our minutes be reviewed and voted for approval.

### **EXECUTIVE SESSION**

The Regular Meeting was interrupted for an Executive Session.

### **ADJOURNMENT**

The Meeting was adjourned at 1:32 pm.

Respectfully submitted,

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Secretary/Assistant Secretary

**RESOLUTION NO. 22-2025**  
**Harrisburg Redevelopment Authority**

WHEREAS, the Redevelopment Authority of the City of Harrisburg has received a Proposal, dated 13 June 2025, from **South Central Pennsylvania Restoration LLC** with its office located at 1400 Karen Drive, Harrisburg, PA, 17109 for the purchase of 1148 Market (PID 09-007-049) and 1150 Market Street (PID 09-007-050) (collectively the "Property"); and

WHEREAS, the Redevelopment Authority of the City of Harrisburg ("Authority") owns the Property, and

WHEREAS, the Authority is willing to permit **South Central Pennsylvania Restoration LLC** to continue with its planning and negotiations for a definite period, contingent upon completion of certain performance requirements as set forth below.

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

1. **South Central Pennsylvania Restoration LLC** is hereby designated as the *Potential Developer* of the Property for the period of six (6) months, during which time **South Central Pennsylvania Restoration LLC** is required to submit written progress reports by the 5<sup>th</sup> of each month to the Authority including, but not necessarily limited to, information on the status of financing and development (design) plans and approval for applicable local regulations i.e., the building, planning, zoning and affirmative action regulations of the City of Harrisburg.
2. **South Central Pennsylvania Restoration LLC** is required to present a final proposal acceptable to the Authority for the redevelopment of the Property including, but not limited to, development (design) plans, development schedule, evidence of financial capability, approvals for applicable local regulations, and such other matters that within the discretion of the Authority are deemed reasonable and necessary, so that the Authority may determine whether or not the Potential Developer has made satisfactory progress to undertake the proposed development.
3. Consideration for the Property shall be \$6,000, plus the developer shall pay all Authority's closing costs, including but not limited to the 2% transfer tax.
4. 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.

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Date

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Secretary

## Potential Developer Application - 1148 & 1150 Market Street

Developer must provide to the Authority a written preliminary proposal that includes the following:

1. **Description of Proposed Use.** A brief description of the project and intended use of the land/building.

New construction will support eight 1-bedroom apartments and one retail space.

Subject properties are located on the north side of Market Street. Properties will be combined. Neighboring property 1146 does not have a party wall adjacent to the property, so a side setback is in force on west Sideyard. Neighborhood property 1152 has a 3-story party wall adjacent to the property, so a side setback is not in force on east Sideyard. Typical properties in the neighborhood are zero-setback from the sidewalk. Thus, properties yield a buildable area of approximately 77' x 27' or 2079 SF per level; however, due to the significant grade at the rear of the site, the enclosed building area will be limited to 50' x 27' = 1350SF:

- 1148 – 90.5' x 16.5 – 1495 SF- side: empty lot (1138 Market - Ambrose Martin)
- 1150 – 87' x 14.5 – 1263 SF – side: hard party wall

Typical structures in the neighborhood at three stories; new development of 1148-50 is in a unique situation at the bottom of a 100' embankment. The new building will rise to nine stories and still be below the sight lines of the houses on adjacent rear lots 1181 and 1183 Bailey Street. The new construction will set back from the 1152 party wall for the upper stories to allow fenestration east and west on the building.

The tall, slender building profile will yield six flats and one double height unit over a retail base, together occupying approximately 12150 SF of new construction. The developer requests a parking waiver for the project.

2. **Obtain a "Plan Consistency Letter"**. Letter from **Harrisburg City's Planning Bureau** that provides details of conformance with zoning codes.

The project is within CN Zoning: **Commercial Neighborhood Zoning CN** - *To encourage and preserve corridors with a mix of medium- and high-density residential and neighborhood retail activities. To encourage pedestrian-oriented uses, while avoiding auto-related uses.*

Minimum Lot Area and Density -  
Minimum Lot Width at Lot Frontage -  
Front Yard Setback -

1,200 square feet per dwelling unit or 2,000 square feet for nonresidential  
20 feet  
Shall conform to the existing prevailing setback within the block, except a maximum of 5 feet where no such setback is prevailing.

Minimum Rear Yard Setback -	5 feet
Minimum Side Yard Setback -	4 feet each except 0 feet at the shared lot line of lawfully attached structures
Maximum Impervious Lot Coverage -	95%
Principal Building Height and Width Height -	75 feet maximum (100' if affordable housing)

The proposed development conforms to existing zoning.

**3. Evidence of Past Experience.** Demonstrate experience with similar development projects, including responsible compliance with all applicable codes. See Attached A

**4. Preliminary Site Plan.** Plan that shows the parcel map; setbacks of building; parking, landscaping, signage, drainage, trash storage/pickup, and traffic flow plans.

See Attached B

**5. Preliminary Elevations & Floor Plans** for proposed new construction.

See Attached B

**6. Preliminary Estimate** of development & construction costs.

See Attached C

**7. Preliminary Financing Plan,** including letters of interest or commitment letters, if available.

**8. Preliminary Construction Schedule.** See Attached D

**9. Offer of Purchase.** Must be fair market price. A minimum \$3,000 non-refundable good-faith deposit must accompany the submission per parcel.

**10. Financial Interests Disclosure Statement** (*required*). See Attached E

**11. Financial and Credit Statement** (*HUD Form 92417 can be used*). To demonstrate financial viability of developer. (*'Financial Privacy Notice' required*) See Attached E

**First Resolution.** Upon review of these submissions, and at a regular monthly meeting (third Tuesday each month), the Authority Board will consider the **First Resolution** to approve '*Potential Developer*' status, remove the property from the "market", and set a time period for Developer to finalize the items above-listed.



# CONSTRUCTION BUDGET

## 1148 Market St Harrisburg

	Details/Notes	Sq.Ft./Qty	Rate	Current Budget
<b>Soft Costs</b>				
<b>Architectural, MEP and Civil Drawings</b>				
Architectural Plans		17,226	10	172,260
Soil Study				5,000
Civil Drawings	Includes site visits and consulting	17,226	2	34,452
MEP Drawings		17,226	2	34,452
Structural		17,226	8	137,808
3rd Party Inspection	If you're hiring 3rd parties for inspections rather than county. Otherwise remove.			5,000
				388,972
<b>Pre-Permit Consulting</b>				
Zoning Consultant fees	Delete if doesn't apply			5,000
				5,000
<b>Permits</b>				
Building Permit		17,226	0.75	12,920
Resubmittal Fees				500
Electrical Permit	FYI - trades often include permits on their bids so delete here if needed			
Plumbing Permit	FYI - trades often include permits on their bids so delete here if needed			
Mechanical Permit	FYI - trades often include permits on their bids so delete here if needed			
Storm and E&S	Included with building (?)			500
Printing Drawings				2,000
				15,920
<b>Survey and Engineering Fees</b>				
Initial Survey work				5,000
Survey work during Construction	Initial staking, brickpoints, identifying steel locations	17,226	0.5	8,613
As-Built Survey		17,226	1.5	25,839
				39,452
<b>Holding Costs</b>				
Real Estate taxes	Heavily depends on build time and assessment. This is just a placeholder			1,000
Builders Risk Insurance		17,226	11.61	200,000
Liability Insurance Policy		17,226	1.08	18,613
Utility Payments (Water/Electric)				1,500
Landscaping Maintenance				1,500
				222,613
<b>Hard Costs</b>				
<b>Demo Existing Structure</b>				
Labor				5,000
Hauling, Dumping, Supplies				3,000
Tree removal				12,000

## 1148 Market St Harrisburg

Details/Notes		Sq.Ft./Qty	Rate	Current Budget
				20,000
<b>Dumpsters and Fencing</b>				
Dumpsters	30 yard	12	20,833.33	250,000
Toilets		12	8,333.33	100,000
Periodic Jobsite cleanup				200,000
Fence Rental				45,000
				595,000
<b>Utilities</b>				
Sewer connection fees	1" Connection (Differs by county and project. Research your own scenario)			20,000
Water connection fees	1" Connection (Differs by county and project. Research your own scenario)			20,000
Firewater line connection fees	3" Fireline (Differs by county and project. Research your own scenario)			15,000
Labor to dig/connect water and fire lines				30,000
				85,000
<b>Site work and Foundation (inc Footers Concrete)</b>				
Scraping lot and prepping site	Inc Silt Fence	1,350	160.74	217,000
Digging and pouring footers		50	10,560	528,000
Footer material inc concrete		50		
Foundation Material	Highly depends on # of foundation course (courses of block)	50		
Foundation Labor	Highly depends on # of foundation course (courses of block)	50		
Termite Treatment				15,000
				760,000
<b>Concrete (Slab, walkways)</b>				
Slab (57 stone)	For now assumes foundation and slab	1,350	105.19	142,000
Slab (concrete)		1,350	354.81	479,000
Slab (poly and wire mesh)		1,350	182.22	246,000
Slab Labor to Pour and finish	Labor to Pour and Finish	1,350	188.69	254,725
Insulation for slab	Per Bryan	1,350	23.22	31,350
ADA ramp and walkways (Material)				20,000
ADA ramp and walkways (Labor)				75,000
				1,248,075
<b>Stormwater Retention Facility</b>				
Materials	Totally varies by project so left blank here			
Labor				
<b>Framing</b>				
Lumber Main Structure		17,226	18	310,068
Trusses (floor and roof)		17,226	5	86,130
Lumber Decks and Accessory Structures		250	370	92,500

## 1148 Market St Harrisburg

	Details/Notes	Sq.Ft./Qty	Rate	Current Budget
Labor (Structure)	Includes all framing	17,226	10	172,260
PVC Decking	For balconies, walkways.	250	15	3,750
Labor balconies, porches		250	5	1,250
Wooden Staircases	Pine	2	1,500	3,000
Crane / other equipment rental		17,226	3	51,678
				720,636

### Metal (Storefront, Columns, Stairs, Railings)

Storefront Steel	galvanized, supplied and installed.			
Brick shelf angle	For cantilevered balconies. Furnished Only			
Other Structural Steel	galvanized and installed			
Exterior Stair & Rails	For balconies, walkways, etc		180	15,800
				15,800

### Storefront

Materias and Labor to install	Only if commercial storefront is needed			

### Masonry / Brickmason

Labor	Veneer only. Doesn't include foundation	8,000	2	16,000
Bricks	Modular (oversize). Price per thousand bricks, quantity in thousands. Old Colony	8,000	0.5	4,000
Mortar	Roanoke Straw	8,000	0.25	2,000
Wall ties				
Anchor Bolts				
Lintils				
Sand	Includes \$500 Delivery charge. Price per ton			
Flashing	PVC			
Other				
				22,000

### Plumbing

Backflow preventer	Should be included in main plumbing quote			
Tubs and diverters			600	
Water heaters			500	
Labor		17,226	7	120,582
Trim out materials	Not inc dishwasher or hot water heater.	9	1,000	9,000
Shower Doors	2 glass doors for 2 stand up showers		1,500	
				129,582

### Siding

Siding Material	Assumes hardiplank prefinished	50	190	9,500
Exterior Trim Materials		50	170	8,500
Labor to Install		50	280	14,000
				32,000

### Electrical

Parking lights	Labor and materials. 2 poles in ground, including digging, concrete, etc			
Labor and wire	Includes meter bases, mast	17,226	11	189,486

## 1148 Market St Harrisburg

	Details/Notes	Sq.Ft./Qty	Rate	Current Budget
Light fixtures	Inc egress lights (may be conservative)	17,226	1.25	21,532
Digging conduit				1,000
Low Voltage / Security / Smarthome wiring	Usually done via separate provider than electrician	17,226	1.5	25,839
				237,858

### HVAC

Labor and materials	Traditional heat pump or ducted mini splits or ductless?	17,226	10	172,260
				172,260

### Sprinkler

Labor and Materials	Inc permits	17,226	5	86,130
Alarm System Install	Can be done by electrical contractor or separate sub			5,500
				91,630

### Windows and Exterior Doors

Windows	Heavily depends on type. Vinyl? Clad? Painted? This assumes vinyl black double hung. Make adjustments if not.	15	400	6,000
Exterior Doors	Fiberglass, transom above. This includes any fire doors (entry doors) to individual apartments and patio doors	13	1,000	13,000
				19,000

### Roof

Main roof materials	.60mil TPO, white, terminated with 90 degree drip edge on front and rear, gravel stop drip edge on the sides, sealed with cover tap	23	200	4,600
Main roof labor	Assume 30 sq of actual material to be laid	23	90	2,070
				6,670

### Insulation

Materials and Labor		17,226	1.25	21,532
				21,532

### Drywall and Paint

Drywall Materials		17,226	3.5	60,291
Drywall Labor	includes any prerocking and fire rating.	17,226	4	68,904
Painting (interior)		17,226	2	34,452
Painting (staining stairs)		2	700	1,400
Painting (exterior)	Heavily varies by project and scope	17,226	0.5	8,613
				173,660

### Kitchen/Appliances/Vanities

Cabinets	Assumes \$5k per kitchen	9	5,000	45,000
Granite	Level 1 \$2.5k per kitchen inc vanities	9	2,500	22,500
Vanities			600	
Appliances	inc washer/dryer	9	3,300	29,700
Kitchen Backsplash materials		9	250	2,250
Kitchen Backsplash labor		9	600	5,400
				104,850

# 1148 Market St Harrisburg

Details/Notes		Sq.Ft./Qty	Rate	Current Budget
<b>Interior Doors and Trim</b>				
Interior Doors		17,226	1	17,226
Trim		17,226	1	17,226
Door Hardware (interior and exterior)				500
Install Labor		17,226	1.3	22,394
				57,346
<b>Flooring</b>				
3/4 " Floors (materials)	Includes sound mat		2.4	
Engineered Floors (materials)		2,160	3	6,480
3/4" Labor			1.7	
Eng Labor		2,160	2	4,320
Adhesive		2,160	1	2,160
Underlayment, Shoe, and accessories		17,226	0.5	8,613
LVP (materials)		1,300	3	3,900
LVP (labor)		1,300	1.5	1,950
				27,423
<b>Accessories</b>				
Shelving, blinds, etc		9	1,500	13,500
Labor		9	300	2,700
				16,200
<b>Grading and Landscaping</b>				
Finish grading				3,500
Paving parking lot				15,000
Landscaping				3,000
Post-Project Cleanup interior				3,000
Pouring patios				
Pouring walkways/sidewalks				
Courtyard				
Fencing (Labor)	6' wood panel privacy fencing		12	
Fencing (Materials)	6' wood panel privacy fencing		11	
Gutters/Downspouts: Main Structure	Main Structure			3,000
				27,500
<b>Other:</b>				
Contingency	Good rule of thumb is 5% of total project budget			
GC Fee	Left blank as each project is different			
Cleanup				
Other				
<b>TOTAL</b>				5,255,978.3



### **1148-1150 Market Street 8-Unit, 1-Bedroom Multifamily Construction Schedule**

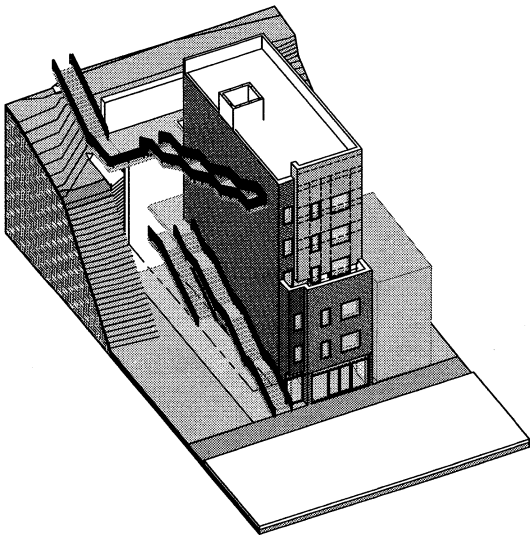
#### **Pre-Construction (Jan – March 2026)**

- Permitting & Approvals (Jan-Feb)
- Submit plans to the city
- Obtain permits
- Secure financing
- Site Preparation (Feb-Mar)
- Soil testing & environmental assessments
- Site clearance and leveling

#### **Construction Phase (April 2026 – Sept 2027) 3. Foundation & Framing (Apr-Jun 2026)**

- Excavate and pour foundations
- Erect framing
- Rough-ins (Jul-Sep 2026)
- Install plumbing, electrical, and HVAC systems
- Exterior Work (Oct 2026 – Jan 2027)
- Roofing and siding
- Windows and doors installation
- Interior Finishes (Feb-May 2027)
- Insulation and drywall
- Paint, flooring, and cabinetry
- Final Inspections & Landscaping (Jun-Aug 2027)
- Conduct final inspections
- Landscaping and paving
- Project Closeout (Sept 2027)
- Punch list and final touches

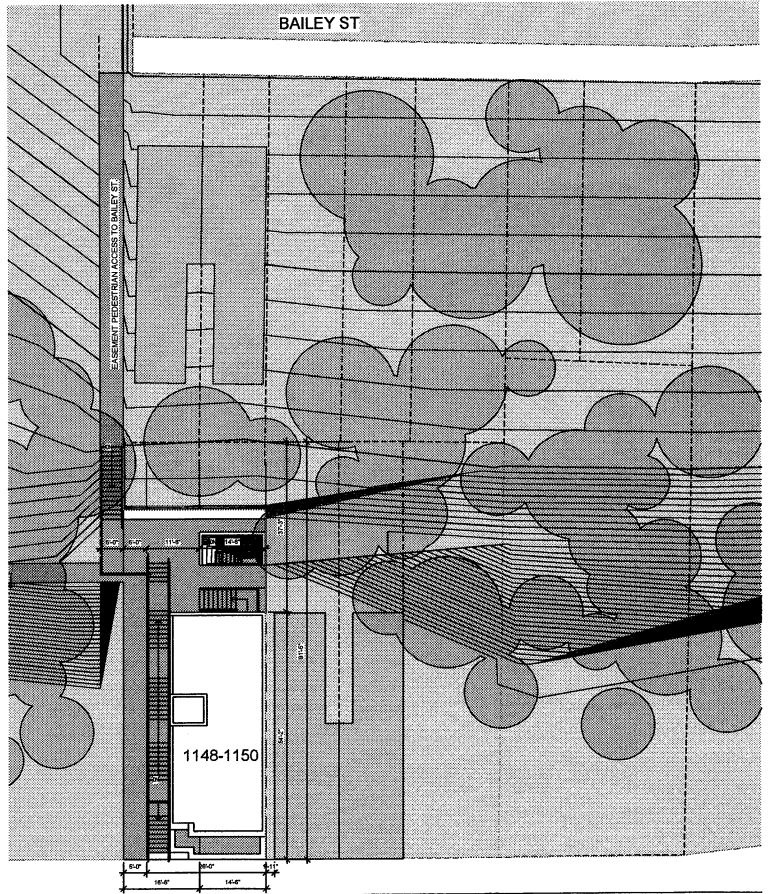
- Handover to the owners



3D AERIAL AXO



1161-1173 Market St  
Affordable Housing  
1148-1150 Market St  
Harrisburg, PA



MARKET ST

Site Plan  
1" = 10'-0"

DATE: 10/29/2024

C101





**RESOLUTION NO. 23-2025**  
**Harrisburg Redevelopment Authority**

WHEREAS, the Redevelopment Authority of the City of Harrisburg has received a Proposal, dated 6 December 2024, from **South Central Pennsylvania Restoration LLC** with its office located at 1400 Karen Drive, Harrisburg, PA, 17109 for the purchase of 1257 Walnut (PID 09-009-011) and 1259 Walnut Street (PID 09-09-012) (collectively the “Property”); and

WHEREAS, the Authority amends the status of the **Resolution 27–2024**, 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 27-2024** is hereby extended to **February 28, 2026**. All other terms and conditions of **Resolution 27-2024** not in conflict shall remain in full force and effect.

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Date

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Secretary

## **RESOLUTION 24-2025**

### **Harrisburg Redevelopment Authority**

WHEREAS, the Redevelopment Authority of the City of Harrisburg (“Authority”) plans to replace two outdated staff computers with new computers having Windows 11 software, which provides enhanced security protections.

WHEREAS, the Authority has obtained and reviewed three quotes for pricing.

NOW THEREFORE, BE IT RESOLVED, by the Redevelopment Authority of the City of Harrisburg, that the Executive Director is hereby authorized to purchase the lesser priced Dell Pro Desktops with a three (3) warranty for \$1,742.38.

---

Date

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Secretary

Quotes:

\$1,742.38 (\$871.19 each.)

\$1,918.00 (\$959.00 each.)

\$1,982.00 (\$991.00 each.)

## Janell Weaser

---

**From:** Giuseppe Rodriguez <GRodriguez@rdcstech.com>  
**Sent:** Wednesday, August 13, 2025 11:05 AM  
**To:** Janell Weaser  
**Subject:** Re: Quotes for two new computers  
**Attachments:** HRA Desktop Quotes - 08132025.pdf

Hi Janell,

Here you go for the computer quotes. Prices are good until 9/2/2025

---

**From:** Janell Weaser <jweaser@hra-harrisburgpa.org>  
**Sent:** Tuesday, August 12, 2025 2:59 PM  
**To:** Giuseppe Rodriguez <grodriguez@rdcstech.com>  
**Subject:** Quotes for two new computers

Hello Giuseppe,  
Do you have the three quotes for the cost of two new computers?  
I need them.

Also, Bryan wanted to know what the monthly cost would be if we were to eliminate the Server and have everything on the Cloud.

Janell E. Weaser, HRA Controller  
(717) 255-6512  
[www.Redevolophbg.org](http://www.Redevolophbg.org)  
**Redevelopment Authority of the City of Harrisburg**

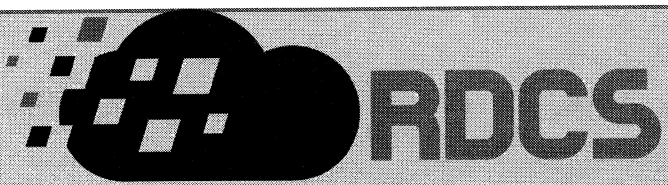


M.L.K. City Government Center  
10 North Second Street, Suite 405  
Harrisburg, PA 17101

Mailing:  
P.O. Box 2157  
Harrisburg, PA 17105-2157

Phone: (717) 255-3000  
Facsimile: (717) 238-5342

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We Make IT Work For You

**Dell Pro Desktop**

**Intel Core i5-14500 Processor (14 Cores)**

**Windows 11 Pro**

**512GB Solid State Drive**

**16GB DDR5**

**7 USB ports, USB C, HDMI & Display Port**

**3 Year warranty**

**\$871.19 each**







We Make IT Work For You

**HP Pro Small Form Factor 400 G9**

**Intel Core i5-14500 Processor (14 Cores)**

**Windows 11 Pro**

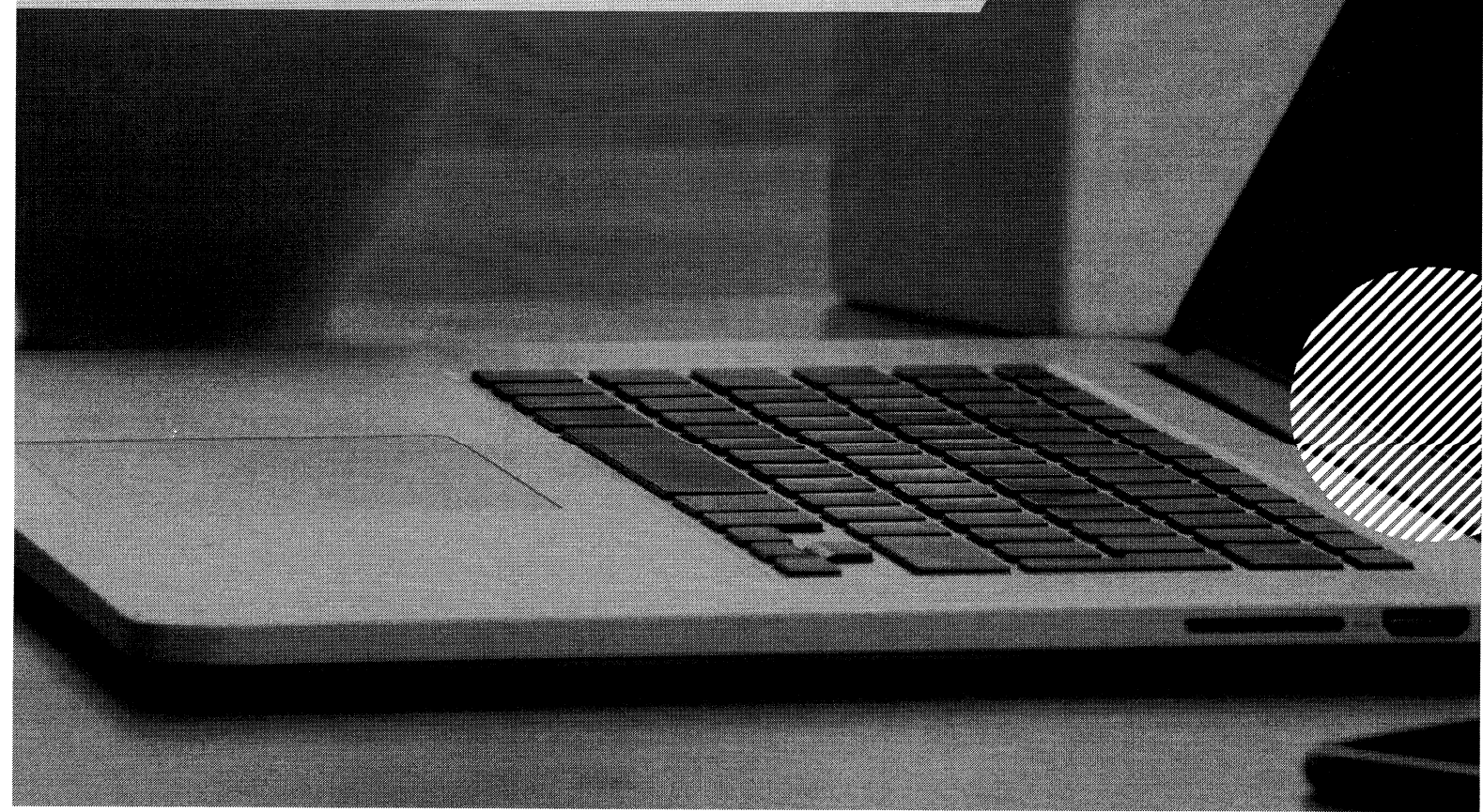
**256GB Solid State Drive**

**16GB DDR5**

**8 USB ports, USB C, HDMI & Display Port**

**1 Year warranty**

**\$959.00 each**







We Make IT Work For You

ThinkCentre Neo 50q Gen 5 Tiny (Intel)  
Intel Core i5-210H Processor (6 Cores)  
Windows 11 Pro  
512GB Solid State Drive  
16GB DDR5  
Wi-Fi  
5 USB ports, USB C, HDMI & Display Port  
1 Year warranty

\$991.00 each



## RESOLUTION NO. 25-2025

### 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’** status as Potential Developer that it may continue with its planning, grant applications, and negotiation through February 2026.

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 **February 28, 2026**. All other terms and conditions of **Resolution No. 3-2024** not in conflict herewith shall remain in full force and effect.

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Date

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Secretary



# **HARRISBURG REDEVELOPMENT AUTHORITY**

## **RESOLUTION NO. 26-2025**

WHEREAS, the Paxton Creek Master Plan commissioned by the Pennsylvania Department of Transportation advocates mitigating the Paxton Creek's adverse impact through de-channelization and identifies the Authority as a lead entity in these efforts; and

WHEREAS, the CITY incorporated the Paxton Creek Master Plan in the City of Harrisburg 2020 Comprehensive Plan; and

WHEREAS, the CITY in coordination with the Authority, applied for and received a 2022 FEMA Hazard Mitigation Grant Program (HMGP) Advance Assistance Award of \$139,999.98 titled "Paxton Creek Advanced Assistance Project" for engineering, design, and planning related to Paxton Creek de-channelization; and

WHEREAS, the CITY wishes to subcontract with the Authority to administer and execute the scope of work of the "Paxton Creek Advanced Assistance Project"

NOW THEREFORE BE IT RESOLVED by the Redevelopment Authority of the City of Harrisburg that the Executive Director is hereby authorized to execute a contract with the City of Harrisburg for approximately \$140,000, in substantially the same form and substance as Exhibit "A" attached hereto.

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Date

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Secretary

## **EXHIBIT A to Resolution 26-2025**

**CITY OF HARRISBURG**

**AND**

**THE REDEVELOPMENT AUTHORITY OF THE CITY OF HARRISBURG**

### **CONTRACT FOR SERVICES**

This CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Harrisburg (hereinafter "CITY"), through its Department of Engineering (hereinafter "Engineering") and the Redevelopment Authority of the City of Harrisburg, a redevelopment authority organized and existing under the Urban Redevelopment Law (the "Redevelopment Law"), with offices at 10 North Second Street, Harrisburg, Pennsylvania (hereinafter "Authority").

WHEREAS, the Redevelopment Law directs the Authority to promote elimination of blighted areas and supply sanitary housing in areas throughout the Commonwealth; by declaring acquisition, sound replanning and redevelopment of such areas to be for the promotion of health, safety, convenience and welfare;

WHEREAS, the channelized section of the Paxton Creek watercourse in the City of Harrisburg contributes to stormwater overflow and flooding, and to a Federal Emergency Management Agency (FEMA) Special Hazard Flood Area (100-year floodplain) designation of affected residential and commercial property which inhibits the health, safety, welfare of residents and promotes blight.

WHEREAS, the Paxton Creek Master Plan commissioned by the Pennsylvania Department of Transportation advocates mitigating the Paxton Creek's adverse impact through de-channelization and identifies the Authority as a lead entity in these efforts.

WHEREAS, the CITY incorporated the Paxton Creek Master Plan in the City of Harrisburg 2020 Comprehensive Plan.

WHEREAS, the CITY in coordination with the Authority applied for and received a 2022 FEMA Hazard Mitigation Grant Program (HMGP) Advance Assistance Award of \$139,999.98 titled "Paxton Creek Advanced Assistance Project" for engineering, design, and planning related to Paxton Creek de-channelization.

WHEREAS, the CITY wishes to subcontract with the Authority to administer and execute the scope of work of the "Paxton Creek Advanced Assistance Project"

NOW, THEREFORE, in consideration of the preambles, covenants and conditions contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

## **Part One**

### **Article I. SCOPE OF SERVICES**

The Authority will provide the following services, consistent with the terms and conditions of this CONTRACT for the amount of \$139,999.98, in support of the CITY's "Paxton Creek Advanced Assistance Project" as follows:

- A. The Authority shall:
  - 1. Contract a Qualified Environmental Engineering Firm through standard competitive procurement procedures in advertising and selection, to perform the scope of work listed as follows:
  - 2. Cost Benefit Analysis of Paxton Creek De-channelization involving all assets, private and public, in the target area for de-channelization as outlined in the Paxton Creek Master Plan and determined by the Authority, in accordance with FEMA Cost Benefit Analysis criteria, and produce a final a final Cost Benefit Analysis Report in a manner applicable for future FEMA funding applications.
  - 3. Preliminary Engineering and Design activities guided by the Paxton Creek Master Plan and related de-channelization feasibility, Hydrological and Hydraulic modelling as determined by the Authority.
- B. In order to properly manage contract services, the Authority shall:
  - 1. In the event of default of a Specified Performance Agreement or Developer Agreement, consult with the DBHD to receive specific approval for remedial actions, if any, to be taken by the Authority staff or legal representative.
  - 2. Submit invoices and time reports, in a form approved by the CITY, for all hours and incidental expenses for which the Authority seeks reimbursement and do so no less often than monthly. Invoices and time reports must be of sufficient detail and proper format to FEMA HMGP requirements.
  - 3. Meet with CITY staff as requested to review progress and outstanding work items.
  - 4. Provide quarterly progress reports, in a form approved by FEMA and the CITY, identifying the status of the project.
- C. The Authority and DBHD hereby agree that the conditions listed in the contract can be revised by mutual written consent of both parties.

## **ARTICLE II. TIME OF PERFORMANCE**

### **Contract Period**

AUTHORITY shall commence its services on the date this Contract is signed by both parties and shall perform the tasks. Anything in this CONTRACT to the contrary notwithstanding, this CONTRACT shall expire completion of scope of work accepted and verified by the City, and no later than the grant termination date as specified in the HMGP award.

## **ARTICLE III. ADMINISTRATIVE REQUIREMENTS**

### **A. Documentation and Record-Keeping**

#### **1. Records to be Maintained**

AUTHORITY shall maintain all records required by FEMA insofar as they apply to the activities to be funded under this CONTRACT. Such records shall include but are not limited to:

- a. records providing a full description of each activity undertaken; AND
- b. other records necessary to document compliance with this CONTRACT.

#### **2. Retention**

AUTHORITY shall retain all records pertinent to expenditures incurred under this CONTRACT for a period of no less than four (4) years after the termination of all activities funded under this CONTRACT or after the resolution of all federal monitoring and/or audit findings, whichever occurs later.

#### **3. Close-Outs**

AUTHORITY'S obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to:

- a. making final payments;
- b. determining the custodianship of records while ensuring AUTHORITY'S obligation of confidentiality.

### **B. Progress Reports**

AUTHORITY shall submit regular monthly Progress Reports to the CITY in the form, content, and frequency as required by ARTICLE I, Section

B.4 herein. The CITY may withhold payments on invoices if such Progress Reports are not submitted on a timely basis.

C. Performance Monitoring

1. The CITY will monitor the performance of AUTHORITY against the goals and performance standards required in ARTICLE I, Section A, herein to ensure that said goals and standards are achieved. Substandard performance, as determined by the CITY, will constitute non-compliance with this CONTRACT. If action to correct such substandard performance is not taken by AUTHORITY within a reasonable period of time, not to exceed thirty (30) days after notice of substandard performance, the CITY may suspend or terminate this CONTRACT, consistent with ARTICLE VII, Section G.1. herein.
2. CITY will review progress and activities completed before processing invoices to ensure compliance with provisions of this CONTRACT. Disbursements shall be withheld if work is not reasonably completed and until compliance is obtained.

D. Significant Developments

Events may occur between the scheduled performance reporting dates which have significant impact upon the contracted activity. In such cases, AUTHORITY must inform the CITY immediately upon the discovery of the following types of conditions:

1. problems, delays, or adverse conditions, which will materially impair the ability to meet the objectives of the CONTRACT. This disclosure must include a statement of the action taken, and any assistance needed to resolve the situation.
2. favorable developments which would enable AUTHORITY to meet time schedules and objectives sooner or at less cost than anticipated or produce more beneficial results than originally planned.

E. Conduct

1. The Hatch Political Activities Act  
  
AUTHORITY agrees that no funds provided, nor personnel employed under this CONTRACT shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C §§ 1501 et seq.

2. Conflict of Interest

No member, officer or employee AUTHORITY or its designee or agent who exercises any functions or responsibilities with respect to FEMA during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this CONTRACT. AUTHORITY shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

**ARTICLE IV. EMPLOYMENT PRACTICES**

A. Civil Rights

1. Compliance

- a. AUTHORITY agrees to comply with Title Four of the Codified Ordinances of the City of Harrisburg, as amended, entitled "Human Relations and Discrimination."
- b. AUTHORITY also agrees to comply with the following Federal laws:
  - (i) Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §§ 2000d et seq., as amended;
  - (ii) Title VII of the Civil Rights Act of 1968, 42 U.S.C. §§ 3601 et seq., as amended;
  - (iii) Section 109 of Title I of the Housing and Community Development Act of 1974, 42 U.S.C. § 5309, as amended.
  - (iv) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended;
  - (v) The Americans with Disabilities Act of 1990, 42 U.S.C. §§12101 et seq., as amended.
  - (vi) The Age Discrimination Act of 1975, 42 U.S.C. §§6101 et seq., as amended;
  - (vii) Presidential Executive Order 11063 of November 24, 1962, as amended by Presidential Executive Order 12259 of December 31, 1980; and

- (viii) Presidential Executive Order 11246 of September 24, 1965 as amended by Presidential Executive Orders 11375 of October 13, 1967 and 12086 of October 5, 1978, and as supplemented by Department of Labor regulations at 41 C.F.R. Pt.60.

2. Nondiscrimination

AUTHORITY shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, place of birth, sex, disability or handicap, age, marital status, or status with regard to public assistance, familial status, sexual preference/orientation, or general education certificate (GED).

AUTHORITY shall take affirmative action to ensure that all employment practices are free from such discrimination.

Employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rate of pay or other form of compensation, and selection of training, including apprenticeship. AUTHORITY agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the CITY setting forth the provisions of this nondiscriminatory clause.

3. "Section 504" Clause

AUTHORITY shall comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which prohibits discrimination against the handicapped in any federally assisted program.

The CITY shall provide AUTHORITY with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B.1 Access to Records

AUTHORITY shall furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

2. EEO / AA Statement

AUTHORITY shall, in all solicitations or advertisements for employees placed by or on behalf of AUTHORITY, state that it is an Equal Opportunity or Affirmative Action Employer.

B. Employment Provisions

1. Prohibited Activity

AUTHORITY is prohibited from using funds provided herein or personnel employed in the administration of the program for political, sectarian or religious, lobbying, political patronage, and nepotism activities.

2. Working Conditions

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 29 1970, U.S.C. §§651, et seq., as amended, they shall not be required or permitted to work, be trained, or to receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety. AUTHORITY shall bear sole responsibility for compliance with the Occupational Safety and Health Act of 1970; it shall indemnify and hold the CITY harmless for worksite conditions.

**ARTICLE V. SUBCONTRACTING**

A. Approvals

AUTHORITY shall not enter into any subcontracts with any agency or individual in the performance of this CONTRACT without the written consent of the CITY prior to the execution of such contract. It is understood and agreed that the services performed by the Authority's Solicitor shall not be considered a subcontract.

In addition, AUTHORITY shall engage only those businesses and organizations that are in good standing with the CITY i.e. in compliance with and not in default nor delinquent on all taxes, utilities, liens, debts, or contracts.

B. Monitoring

AUTHORITY will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. These reports shall be made available to the CITY upon request.

C. Content

AUTHORITY shall cause all of the provisions of this CONTRACT to be included in and made a part of any subcontract executed in the performance of this CONTRACT.



D. Selection Process

AUTHORITY shall ensure that all subcontracts let in the performance of this CONTRACT are awarded fairly and openly. AUTHORITY shall submit executed copies of all subcontracts to CITY; this submission shall include documentation describing the selection process.

E. Use of Debarred, Suspended or Ineligible CONTRACTORS

Assistance secured under this CONTRACT shall be used, directly or indirectly, to employ, award contracts to otherwise engage the services of or fund any CONTRACTOR during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 C.F.R. Pt.24.

**ARTICLE VI. PAYMENT**

1. Request for Reimbursement

- a. AUTHORITY shall submit to the CITY on a monthly basis, unless otherwise agreed upon, itemized invoices for reimbursement of costs undertaken by AUTHORITY directly related to services provided by it under this CONTRACT.
- b. AUTHORITY must maintain appropriate and necessary documentation detailing the cost of services provided, including but not limited to, time sheets, bills, receipts, statements, or invoices supporting the monthly invoices submitted for reimbursement for services provided by it under this CONTRACT. Such documentation shall be available for review by the CITY at all reasonable times upon request.
- c. If CITY finds services or expenses for which it has questions, reimbursement shall be withheld, and reasons for each withholding shall be presented in writing to AUTHORITY. Satisfactory resolution of the CITY'S questions shall result in the processing of the request for reimbursement.

2. Limitation of Reimbursement

The AUTHORITY'S monthly invoices for reimbursement shall be limited as follows:

- a. The CITY shall not provide any cash advances to the AUTHORITY for anticipated costs, except for just compensation requests made for disbursement

All funds shall be released to the AUTHORITY by the CITY only as a reimbursement for actual costs incurred for providing the level of services as herein provided during the previous month.

- b. AUTHORITY must be able to demonstrate its compliance with the CONTRACT provisions at all times, as set forth in Section(B)(1)(c) above.
- c. The CITY shall retain the right, after consultation with the AUTHORITY, to determine the final eligibility and allowability of the units of service provided and claimed for reimbursement by the AUTHORITY under the terms of this CONTRACT.

## **ARTICLE VII. GENERAL CONDITIONS**

### **A. General Compliance**

AUTHORITY agrees to comply with all applicable Federal, State and local laws and regulations governing the funds provided under this CONTRACT.

### **B. Governing Law**

The rights and obligations of the parties to this CONTRACT shall be governed by, enforced under and interpreted in accordance with the substantive law of the Commonwealth of Pennsylvania, and all the obligations of the parties created herein shall be performed in Dauphin County, Pennsylvania.

### **C. Independent Authority**

Nothing contained in this CONTRACT is intended to, or shall be construed in any manner to, create or establish the relationship of employer/employee between the parties.

AUTHORITY shall at all times remain an independent AUTHORITY with respect to the services to be performed under this CONTRACT.

### **D. Amendments**

Either party may amend this CONTRACT at any time provided that such amendments make specific reference to this CONTRACT, are executed in writing and are signed by duly authorized representatives of both parties. Such amendments shall not invalidate this CONTRACT nor relieve or release either party from its obligations under this CONTRACT.

The CITY may, at its discretion, amend this CONTRACT to conform with Federal, State and local governmental guidelines, policies and available funding amounts or for other reasons. If such amendments result in a change in the funding level, the scope of services, or schedule of the

activities to be undertaken as part of this CONTRACT, such modifications will be executed by written agreement signed by both parties.

E. Excused Performance

Neither party shall be liable for, and each is excused from, failure to deliver or perform or delay in delivery or performance due to causes beyond its reasonable control, including but not limited to acts of nature, government actions, fire, civil disturbances, interruptions of power or communications, or natural disasters.

F. Waiver

No waiver by either party of any default hereunder by the other party shall operate as a waiver of any other default or of the same default on a future occasion. No delay, course of dealing or omission on the part of either party hereto in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by either party of any right or remedy shall preclude any other or future exercise thereof of other right or remedy.

G. Insurance [

AUTHORITY and its subcontractors shall provide insurance of the prescribed types and minimum amounts herein set forth. All insurance policies required shall be maintained in full force and effect until all work under this CONTRACT is completed, as evidenced by the formal acceptance thereof in writing by the CITY. Each policy shall contain the provision that thirty (30) days prior written notice must be given to the CITY in the event of cancellation of or a material change in the policy.

The insurance companies indicated in the certificates must be authorized to do business in the Commonwealth of Pennsylvania and must be acceptable to the CITY.

Neither approval by the CITY nor a failure to disapprove the evidence of insurance provided shall release the AUTHORITY from their obligation to indemnify the CITY in accordance with the terms of this CONTRACT.

1. City as Additional Insured

In providing public liability insurance as required hereunder, all such policies of insurance shall include the CITY as an additional insured.

2. Minimum Insurance Requirements

AUTHORITY and all subcontractors shall provide the following insurance types, unless the CITY otherwise agrees in writing:

- a. Workers' Compensation Insurance as required by the Workers' Compensation Act, 77 P.S. §§ 1 et seq., as

amended, and/or any other Workers' Compensation Laws and any re-enactments, supplements, or amendments thereto.

- b. Liability Insurance for bodily injury, including wrongful death, to any one person and subject to the same limit for each person and for property damage. AUTHORITY'S General Liability Insurance must cover liability arising from the AUTHORITY'S use of CITY real or personal property under this CONTRACT in an amount not less than one million dollars (\$1,000,000.00) for damage to property or damage to one person and one million dollars (\$1,000,000.00) single limit for injury or damage to all persons arising from the same cause.
- c. Automobile Liability Insurance to cover each truck, automobile, vehicle, or other mechanical equipment, whether leased or owned, used in performance of work under this AUTHORITY for bodily injury, including wrongful death, to any one person and subject to the same limit for each person, and for property damage that provides the minimum coverage as required by Pennsylvania law.

H. Indemnity

- 1. AUTHORITY and its sureties shall indemnify and hold harmless the CITY, its officers, agents and employees, from and against all claims, suits or actions at law or equity of any kind whatsoever, damages, losses and expenses, including attorneys' fees, arising out of, or resulting from, the performance of the work under this CONTRACT including, without limitation, damage to property and injury to and death of any persons, including employees of the AUTHORITY and shall, if required by the CITY, produce evidence of settlement or other satisfaction of any such claim, suit or action before final payment shall be made by the CITY.
- 2. CITY and its sureties shall indemnify and hold harmless the AUTHORITY, its officers, agents and employees, from and against all claims, suits or actions at law or equity of any kind whatsoever, damages, losses and expenses, including attorneys' fees, arising out of, or resulting from, the performance of the work under this CONTRACT including, without limitation, damage to property and injury to and death of any persons, including employees of the CITY and shall, if required by the AUTHORITY, produce evidence of settlement or other satisfaction of any such claim, suit or action before final payment shall be made by the AUTHORITY.

3. The provisions of this coverage shall include all accidents, injuries and claims arising out of, or resulting from, the performance of the work under this CONTRACT, whether or not caused in whole or in part by any act, omission or negligence of the AUTHORITY, its agents and employees or by any act, omission or negligence of the AUTHORITY, its officers, agents or employees.
4. The foregoing notwithstanding, AUTHORITY shall not indemnify CITY for any loss or expense caused by CITY'S own act, omission or negligence, or for any loss or expense for which the CITY has received insurance proceeds, to the extent of such proceeds.

I. Copyright

If this CONTRACT results in any copyrightable material, the CITY reserves the right to royalty-free, non-exclusive and irrevocable licenses to reproduce, publish or otherwise use and authorize others to use the work for government purposes.

J. Religious Organization

AUTHORITY agrees that funds provided under this CONTRACT will not be utilized for religious activities, to promote religious interest or for the benefit of a religious organization.

K. Drug-Free Work Place

AUTHORITY has executed the certification requiring the AUTHORITY to administer in good faith a policy designated to ensure that all of its facilities are free from the illegal use, possession, or distribution of drugs and alcohol by its staff.

L. Entire Agreement

This writing contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior and/or contemporaneous oral or written discussion, representations, understandings, promises or agreements which are not expressly included herein.

M. Time is of the Essence

At all times herein described, the parties agree that time is of the essence and that waiver of the time frame as set forth in ARTICLE II shall be given effect unless an extension is agreed to consistent with Section E above.

N. Paragraph Headings

The paragraph and other headings in this CONTRACT are provided for convenience of reference only and shall not be included in any interpretation or construction of the substantive provisions hereof.

**ARTICLE VIII. NOTICE**

A. Communication and details concerning this CONTRACT shall be directed to the following representatives:

1. **CITY**

10 N. 2<sup>nd</sup> Street, Suite 206  
Harrisburg, PA 17101-1681  
717-255-6428

2. **AUTHORITY**

Bryan K. Davis, Executive Director  
Harrisburg Redevelopment Authority  
10 N. 2<sup>nd</sup> Street, Suite 405  
Harrisburg, PA 17101-1681  
717-238-9601

B. AUTHORITY agrees to advise the CITY promptly of issues which may affect the timely and effective completion of the activities under this CONTRACT.

**ARTICLE IX. SEVERABILITY**

If any term or provision of this CONTRACT or the application thereof to any person or circumstance shall to any extent be judicially declared invalid or unenforceable, the remainder of the CONTRACT or the application of such terms or provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

**(SIGNATURE PAGE TO FOLLOW)**

**IN WITNESS WHEREOF**, the Parties hereto have executed this CONTRACT as of the date first written above and, intending to be legally bound, hereby, have hereunto set their hands and seals.

**THE CITY OF HARRISBURG**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Controller

**APPROVED AS TO FORM  
AND LEGALITY:**

By: \_\_\_\_\_  
Law Bureau

**REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
HARRISBURG**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_