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**CITY OF HARRINGTON
ORDINANCE NO. 15-11**

AN ORDINANCE AMENDING CHAPTER 440, ZONING, OF THE CODE OF THE CITY OF HARRINGTON TO AMEND THE SIGN ARTICLE AND REQUIRED DOCUMENTS FOR AN APPLICATION FOR A ZONING COMPLIANCE CERTIFICATE FOR SIGNAGE

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HARRINGTON IN COUNCIL MET:

Section 1. That § 440-179 F shall be amended by deleting the existing subsection and substituting in lieu thereof the following:

- F. See § 440-189, Permitted and prohibited signs in all zones.

Section 2. That § 440-180 B shall be amended by deleting the existing subsection and substituting in lieu thereof the following:

- B. Signs for a multi-tenant office development or professional building, including a directory of tenants engaged in professional and/or commercial activity on the premises. Not more than two (2) such signs shall be permitted on each separate street frontage on premises held in single and separate ownership; the aggregate area of all such sign(s) shall not exceed one hundred (100) square feet for all frontages combined. In addition, it shall be further provided that one (1) sign, the area of which shall not exceed one hundred (100) square feet, shall be permitted for each means of entrance to the premises.

Section 3. That § 440-180 C shall be amended by deleting the existing subsection and substituting in lieu thereof the following:

- C. Signs for permitted uses within the Neighborhood and Central Commercial Zones other than a multi-tenant office development or professional building provided that the aggregate area of any such sign(s) shall not exceed seventy-five (75) square feet and further provided that not more than two (2) such signs shall be permitted.

Section 4. That § 440-181 A shall be amended by deleting the existing subsection and substituting in lieu thereof the following:

- A. Any signs permitted in a Residential Zone or Neighborhood/Central Commercial Zones are permitted in Service Commercial, Manufacturing, and Industrial Park Manufacturing Zones.

Section 5. That § 440-181 B shall be amended by deleting the existing subsection and substituting in lieu thereof the following:

~~B. Signs for permitted uses within the Neighborhood Commercial, Central Commercial, Service Commercial, Manufacturing, and Industrial Park Manufacturing Zones other than a multi-tenant office development or professional building provided that the aggregate area of any such sign(s) shall not exceed one hundred fifty-three (153) square feet and further provided that not more than three (3) such signs shall be permitted.~~

Section 5. That § 440-189 A (14) (a) shall be amended by deleting the existing subsection and substituting in lieu thereof the following:

(a) For the purposes of this subsection, civic event signs shall include sign banners, balloons, flags, streamers, and pennants. Vehicle-mounted signs and portable signs are prohibited, except as may otherwise be provided in § 440-189 A (10).

Section 6. That § 440-189 B (15) shall be amended by deleting the existing subsection and substituting in lieu thereof the following:

(15) Portable signs designed to be transported, including, but not limited to, signs designed to be transported by means of wheels, signs converted to A-frames or T-frames, sandwich boards, and umbrellas used for advertising, except those permitted in § 440-189 A (10) and (16).

Section 7. That § 440-299 C shall be amended by deleting the existing subsection and substituting in lieu thereof the following:

C. Required documents for signage. Plans for zoning compliance review shall comply with all existing laws, regulations, and ordinances governing approval and provide sufficiently accurate dimensions and construction specifications to provide the data necessary for the issuance of construction permits. Plans must be legible.

(1) All signs are required to provide a detailed sign plan to include the following:

(a) Sign image/picture with dimensions (proposed and all existing);

(b) Provided in square feet;

(c) Existing individual signage;

(d) Existing total aggregate square feet of all signage;

- (e) Proposed individual signage square feet;
 - (f) Proposed total aggregate square feet of all signage;
 - (g) Type of signage (proposed/all existing); see Article XIV, Signs;
 - (h) Specify single or double sided (proposed and all existing).
- (2) All freestanding signs shall be required to submit a plot plan along with a detailed sign plan. The plot plan shall meet the requirements as to content and organization as may be established by the City Manager. The plot plan shall show the North point, the date, and the following:
- (a) All existing property lines with dimensions;
 - (b) All setbacks lines;
 - (c) All existing structures (dimensions, total square footage, distance from all property lines);
 - (d) All existing and proposed driveway/parking spaces/interior roadway areas, if applicable;
 - (e) Adjacent street names and alleys;
 - (f) Plot plan note specifying dates for submittals and revisions;
 - (g) Other information as may be required by the City Manager or City Engineer to adequately review the plan;
 - (h) Sanitary sewer, public water, and storm drain locations, including the location of all lines and tie-ins;
 - (i) All existing and proposed easements and rights-of-way, if applicable.

Repealer. All ordinances and parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

Effective Date. The Clerk of Council shall certify to the adoption of this Ordinance and cause the same to be published as required by law; and this Ordinance shall take effect and be in force from and after its approval by Council.

SO ORDAINED by the majority of Council Members present at a regular session of Harrington City Council, to be effective upon signing.

Anthony R. Moyer, Mayor

Attest: _____
Kelly Blanchies, Clerk of Council

Date of Adoption: _____

SYNOPSIS

This Ordinance amends Chapter 440 to clarify sign regulations, correct references, and clarify requirements for Zoning Compliance Certificates for signage projects.

First Reading: _____

Public Hearing: _____

Second Reading: _____

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ACTION FORM

56

PROCEEDING Council Meeting	
DEPARTMENT OF ORIGIN City Hall	DATE SUBMITTED: 09/08/15
PREPARED BY: Terry Tieman/Norman Barlow	
SUBJECT: Filling Full-time vacancy created by a resignation	
REFERENCE:	
RELATED PROJECT:	
REVIEWED BY:	
EXHIBITS:	
EXPENDITURE REQUIRED: None	AMOUNT BUDGETED: \$\$\$35,058
FUNDING SOURCE (Dept./Page in CIP & Budget): Current budget	
TIME TIMETABLE:	
RECOMMENDED ACTION: Approve the Part-time position of Administrative Assistant be made full-time (39 hours/week to 40 hours/week), approve 4 hours a week for Police accreditation clerk, approve 20 hour/week employee for Public Works.	

BACKGROUND AND ANALYSIS

A full time position was approved in the FY 2016. This position was shared between City Hall and the Police Department. The person filling this position has tendered their resignation, and their final day of work will be September 11, 2015.

In order to fill this position, we believe that a current part-time administrative assistant can be made full time. A part-time public works laborer and a part-time (4 hours/wk) accreditation clerk. Please see the salary adjustments below. The table also accounts for the additional health care costs of the new code enforcement person. The last code enforcement officer did not require insurance from the City and neither does the administrative assistant being made full time.

		Salaries	Fica	WC	Pension	SUI	Health Ins	DELTA Dental KCL/Vision	Totals
Less: Employee Resign 40 Hrs	11.0741	23,034.13	2,643.17	125.56	1,430.42	388.50	6,991.02	445.59	35,058.38
Add: Additional 11 hrs	13.6039	7,781.43	595.28	28.28	483.23	388.50	0.00	0.00	9,276.71
Add: Accreditation Clerk 4 Hrs	11.0741	2,303.41	176.21	8.37		6.05			2,494.04
Add: Public Works Asst 20 hrs	12.0800	12,563.20	961.08	730.10	780.17	388.50			15,423.06
Add: Code Enforcement Insurance							6,991.02		6,991.02
		386.08	910.59	(641.19)	167.02	(394.55)	-	445.59	873.55

By filling the vacancy in this way, the City will save approximately \$873.

The administrative assistant will be spending two mornings per week assisting the Public Works division with administrative and clerical duties. The part-time laborer in Public Works will be used for building maintenance projects, beautification projects and general assistance.

This assistance is needed due to implementation of the work order system and the additional work load of the

Public Works department. Public works has additional responsibilities since taking over the maintenance and repair of the pump stations in 2012 and meter reading, repairs, and maintenance in 2013. Additionally, the poor condition of the city's water and sewer infrastructure makes it difficult to efficiently use time because of the frequent repairs needed to the lines. Even though projects are scheduled, a water or sewer issue can mean that those plans are interrupted for a day or two.

The Police Department has asked for four hours per week for accreditation work. The individual who is resigning her full-time position will be retained for the accreditation work. The clerk has agreed to continue part-time employment with Harrington for the duration of the accreditation assignment. This will keep the process moving without having to train another individual.

ACTION FORM

5c

PROCEEDING: City Council Meeting	
DEPARTMENT OF ORIGIN: City Hall	DATE SUBMITTED: September 17, 2015
PREPARED BY: Kelly Blanchies	
SUBJECT: 2015 Halloween Trick-or-Treating	
REFERENCE: None	
RELATED PROJECT: None	
REVIEWED BY:	
EXHIBITS: None	
EXPENDITURE REQUIRED: N/A	AMOUNT BUDGETED: N/A
FUNDING SOURCE (Dept./Page in CIP & Budget): N/A	
TIME TIMETABLE: Date and time must be set a few weeks before October 31 to allow for public notice.	
RECOMMENDED ACTION: Motion to set the date and time for children twelve years of age and younger to trick-or-treat in the City of Harrington as Saturday, October 31, 2014 from 6:00 pm to 8:00 pm.	

BACKGROUND AND ANALYSIS

From 2009 to 2014, motions were passed to set the Halloween date and time as October 31 from 6:00 pm to 8:00 pm.

15-R-10

5d

RESOLUTION OF MEMBERS OR STOCKHOLDERS

Harrington, City of
(Name of Association)

106 Dorman Street Harrington, DE 19952-

(Address, including Zip Code)

RESOLVED, that the Governing Board of this Association be and it hereby is authorized and empowered to take all action necessary or appropriate —

1. To obtain for and on behalf of the Association through the United States Department of Agriculture (USDA) or any other Governmental agency:
 - (a) A loan in a sum not to exceed \$ \$0.00 ;
 - (b) A grant in a sum not to exceed \$ \$15,700.00 ;
 to be advanced by the lender or grantor in one or more advances at such time or times as may be agreed upon.
2. In case of a loan or grant or both —
 - (a) For the execution of such application or applications (including exhibits, amendments and/or supplements thereto) as may be required;
 - (b) For the execution and delivery to the lender or grantor of all such written instruments as may be required in regard to or as evidence of such loan or grant; and
 - (c) In its judgment to carry out the terms of this resolution.
3. And in case of a loan —
 - (a) To obligate this Association for the repayment of the loan at such rates of interest and on such other terms and conditions as the Governing Board shall deem proper;
 - (b) To pledge, hypothecate, mortgage, convey, or assign property of this Association of any kind and in any amount now owned or hereafter acquired, as security for any or all obligations (past, present and/or future) of this Association to such lender; and
 - (c) From time to time to pay, extend, or renew any such obligations.

CERTIFICATION

I, the undersigned, as _____ of the above named Association, hereby
(Secretary) (Acting Secretary)
 certify that said Association on the _____ day of _____, _____, had _____
(Number)
 _____; that _____ of these
(members) (stockholders) or (shares of voting stock outstanding)
 constituted a quorum; that _____ said members or stockholders or shares of voting stock were present at a meeting
 of the members or stockholders duly called and held on the _____ day of _____;
 that the foregoing resolution was adopted at such meeting by the affirmative vote of _____ said members
 or stockholders or shares of voting stock; and that said resolution has not been rescinded or amended in any way.

Dated this day _____ of _____, _____.

Secretary of Harrington, City of

**United States Department of Agriculture
Rural Housing Service**

COMMUNITY FACILITIES GRANT AGREEMENT

THIS GRANT AGREEMENT (Agreement) dated 07-27-2015, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN Harrington, City of

a public body, nonprofit corporation, or Indian tribe (Grantee) and the United States of America acting through the Rural Housing Service (RHS), Department of Agriculture, (Grantor)

WITNESSETH:

All references herein to "Project" refer to a community facility to serve a rural community generally known as Police Vehicle Purchase. The principal amount of the grant is \$ 15,700.00 (Grant Funds) which is 34.8300 percent of Project costs.

WHEREAS

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of \$ 45,074.00. Grantee is able to finance and has committed \$ 29,374.00 of Project costs.

The Grantor has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Grantor. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

As a condition of this Agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 C.F.R. § 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein.

NOW, THEREFORE, in consideration of said grant;

Grantee agrees that Grantee will:

A. Cause said Project to be constructed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by Grantor;

B. Provide periodic reports as required by Grantor and permit periodic inspection of the Project by a representative of the Grantor. For grant-only Projects, Form SF-269, "Financial Status Report," and a project performance report will be required on a quarterly basis (due 15 working days after each of each calendar quarter). A final project performance report will be required with the last "Financial Status Report." The final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved. The project performance reports shall include, but not limited to, the following:

1. A comparison of actual accomplishments to the objectives established for that period;
2. Reasons why established objectives were not met;
3. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation; and
4. Objectives and timetables established for the next reporting period.

C. Manage, operate, and maintain the facility, including this Project if less than the whole of said facility, continuously in an efficient and economical manner;

D. Not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds;

E. Make the public facility or services available to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability at reasonable rates, including assessments, taxes, or fees. Grantee may make modifications as long as they are reasonable and nondiscriminatory;

F. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant;

G. Upon any default under its representations or agreements contained in this instrument, Grantee, at the option and demand of Grantor, will immediately repay to Grantor the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by Grantor, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made;

H. Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed;

1. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain Grantor's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed, as provided in paragraphs 1 and 2 above, the Grantee shall request disposition instructions from the Grantor. The Grantor will observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return;

(c) The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

This Grant Agreement covers the following described real property (use continuation sheets as necessary). N/A

I. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with Grant Funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment as defined below:

1. Use of equipment.

(a) The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with the following standards:

(a) Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

(b) Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Grantor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Grantor.

(c) The Grantor shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

(i) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.

(ii) If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.

(iii) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall include:

(a) Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

This Grant Agreement covers the following described equipment (use continuation sheets as necessary).

Chevrolet Tahoe 4X4 with Lights and Customizations, Edge Camera system, and Partitions

J. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

K. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts;

L. Provide either an audit report, annual financial statements, or other documentation prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations, and this Agreement;

M. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement;

N. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item H and I; and

O. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 15,700.00 which it will advance to Grantee to meet not to exceed 34.8300 percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed

By

Anthony Moyer, Mayor

and attested with its corporate seal affixed (if applicable) by

Attest:

By

(Title)

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE

By

(Name)

(Title)

5e

**CITY OF HARRINGTON
ORDINANCE NO. 15-12**

AN ORDINANCE AMENDING CHAPTER 180 OF THE CODE OF THE CITY OF HARRINGTON RELATING TO MUNICIPAL FEES FOR DISORDERLY PREMISES

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HARRINGTON IN COUNCIL MET:

Section 1. That § 180-1 A shall be amended to add the new classifications and to read as follows:

General Fees, Fines

City of Harrington Fee Categories	Base Fee	Escrow Account Amount	Total Owed	Subject to Professional Fees
Disorderly Premises				
First offense, minimum fine	\$100	\$0	\$100	No
Second offense, minimum fine	\$300	\$0	\$300	No
Each subsequent like offense	\$500	\$0	\$500	No
Maximum fine per offense	\$1,000	\$0	\$1,000	No

Repealer. All ordinances and parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

Effective Date. The Clerk of Council shall certify to the adoption of this Ordinance and cause the same to be published as required by law; and this Ordinance shall take effect and be in force from and after its approval by Council.

SO ORDAINED by the majority of Council Members present at a regular session of Harrington City Council, to be effective upon signing.

Anthony R. Moyer, Mayor

Attest: _____
Kelly Blanchies, Clerk of Council

Date of Adoption: _____

SYNOPSIS

This Ordinance amends the Municipal Fees for the City of Harrington to add fines for violating the Disorderly Premises Chapter.

First Reading: _____

Public Hearing: _____

Second Reading: _____

CITY OF HARRINGTON

RESOLUTION 15-R-11

A RESOLUTION TO AUTHORIZE SHORT-TERM BORROWING FOR INFLOW AND INFILTRATION REPAIRS TO THE SANITARY SEWER SYSTEM

WHEREAS, the City of Harrington has applied for and the United States Department of Agriculture (USDA) has approved a grant and loan package to pay for the inflow and infiltration repairs in the amounts of a grant for five hundred eighty thousand dollars (\$580,000) and a loan of five hundred twenty thousand dollars (\$520,000) maximum principal amount; and

WHEREAS, repair work has begun on the sanitary sewer system to correct inflow and infiltration; and

WHEREAS, the USDA will not release the funds to pay for the repair work until the City has spent the complete loan amount; and

WHEREAS, the Charter of the City of Harrington allows for short-term borrowing without voter approval under § 16.1.

NOW THEREFORE, BE IT RESOLVED that on behalf of the City, the City Council of the City of Harrington authorizes short-term borrowing not to exceed five hundred twenty thousand dollars (\$520,000) maximum principal amount for a term not to exceed eighteen (18) months for work related to the inflow and infiltration repairs to the sanitary sewer system; and

BE IT FURTHER RESOLVED that the City Council of the City of Harrington authorizes the Mayor to execute any and all documents necessary to obtain said loan from WSFS Bank.

NOW, THEREFORE, BE IT FURTHER RESOLVED that this Resolution was passed by a majority of the City Council of the City of Harrington on this 22nd day of September 2015.

Anthony R. Moyer, Mayor

Attest: _____
Kelly Blanchies, Clerk of Council

Date