

FINANCE AGENDA

Erie County Council

www.eriecountygov.org



Jay Breneman, Chairman  
Dr. Kyle Foust, Vice Chairman  
Edward T. DiMattio, Jr.  
Phil Fatica  
Andre Horton  
Fiore Leone  
Carol Loll

4:00 p.m. Room 114A

January 22, 2015

1. Ordinance Number 2, 2015, "2015 General Fund Budget Waiver Of County Purchasing Code For Next Generation Radio System Consulting Contract" (FR 1-13-15)  
**Page 2**
2. Ordinance Number , 2015, "Approving And Adopting Amended And Restated Articles Of Incorporation Of The Erie County Convention Center Authority (The "Authority") In The Form Of Exhibit A Attached Hereto, And Authorizing The Filing Thereof In Accordance With The Provisions Of Act 148 Of 1999, As Amended And Supplemented, Known As The "Third Class County Convention Center Authority Act (Alternative Provision), 16 P.S. §2399.51 *ET SEQ.* (The "Act")."  
**Page 25**
3. Resolution Number , 2015, "Approving Solicitor Contract Submitted By The Office Of The Coroner"  
**Page 49**
4. Resolution Number , 2015, "Appointment Of Kenneth J. Gamble As Erie County Clerk Of Records"  
**Page 53**
5. Resolution Number , 2015, "Erie County Future Land Use Map"  
**Page 56**
6. Reappointment of Robert Currie to a four-year term on the Human Relations Commission Board to represent Mr. DiMattio's District.  
**Page 59**
7. Reappointment of Harry Eighmy to a first full five-year term on the Erie County Redevelopment Authority as a countywide representative.  
**Page 60**
8. Sale of Parcel from Repository for Unsold Property at Index Number: 05-028-111.0-001.02  
**Page 61**
9. Analysis of General Fund Unassigned Fund Balance  
**Page 65**

**ORDINANCE NUMBER 2, 2015**

**2015 General Fund Budget Waiver of County Purchasing Code For  
Next Generation Radio System Consulting Contract**

**WHEREAS**, MCM Consulting Group Inc. was the lowest bidder, and awarded the contract in 2013 to write a Needs Assessment Strategic Plan for the Erie County Department of Public Safety; and

**WHEREAS**, Erie County seeks to extend the MCM contract to complete the Planning, Acquisition, Implementation, Verification, Training and Project Management Services for a Next Generation Radio System in two phases at a cost of \$1,324,881; and

**WHEREAS**, rebidding the two phases of the Next Generation Radio Project (“the Project”) would likely cause time delays and further cost increases as well as uncertainty about the “Project”.

**NOW THEREFORE BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II Section 3B (1) of the Erie County Home Rule Charter that a waiver of Article III, Section 1 of the Administrative Code, to extend the contract of MCM Consulting Inc., attached hereto as Exhibit A, is hereby approved.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Fiore Leone, Chairman

Date: \_\_\_\_\_

\_\_\_\_\_  
Phil Fatica, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

\_\_\_\_\_  
Dr. Kyle Foust

Date: \_\_\_\_\_

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll

## AGREEMENT

THIS Agreement is made between the County of Erie of the Commonwealth of Pennsylvania and MCM CONSULTING GROUP, INC., hereinafter referred to as the Service Provider.

WHEREAS, the Service Provider represents that it is in the business of providing items and/or services set forth in certain specifications entitled, "ERIE COUNTY PUBLIC SAFETY PROPOSAL FOR PLANNING, ACQUISITION, IMPLEMENTATION, VERIFICATION, TRAINING AND PROJECT MANAGEMENT SERVICES FOR A NEXT GENERATION RADIO SYSTEM", and

WHEREAS, the Service Provider represents that it has carefully studied the specifications and that it is familiar with all requirements and conditions set forth therein, and that it has clear title to equipment, if any, to be provided to the County of Erie; and

WHEREAS, the Service Provider was the lowest, most responsible bidders for said items and/or services and was awarded the contract to provide the items and/or services set forth in said specifications; and

WHEREAS, the County Executive is authorized to execute the contracts on behalf of the County of Erie pursuant to Article III, Section 5H, of the Home Rule Charter for the County of Erie; and

NOW, THEREFORE, intending to be legally bound hereby, the Service Provider and the County of Erie mutually agree as follows:

1. The Service Provider agrees to furnish all items and/or services and equipment which are set forth in certain specifications entitled, "ERIE COUNTY PUBLIC SAFETY PROPOSAL FOR PLANNING, ACQUISITION, IMPLEMENTATION, VERIFICATION, TRAINING AND PROJECT MANAGEMENT SERVICES FOR A NEXT GENERATION RADIO SYSTEM", a copy of which is attached hereto as PROPOSAL FOR PLANNING, ACQUISITION, IMPLEMENTATION, VERIFICATION, TRAINING AND PROJECT MANAGEMENT SERVICES FOR A NEXT GENERATION RADIO SYSTEM.

2. The Service Provider agrees to provide said items and/or services to the satisfaction of the County of Erie, and any dispute as to the interpretation of the services to be performed or equipment to be supplied under this Agreement shall be determined finally and conclusively by the County of Erie.

3. In consideration of the Service Provider providing the items and/or service set forth in the Specifications, the County of Erie agrees to pay the Service Provider the sum of: PHASE I (ESTIMATE OF 13 MONTHS) = \$430,586.40 AND PHASE II (ESTIMATE OF 27 MONTHS) = \$894,294.82 to be invoiced on a monthly basis until project completion.

4. Equal Employment Opportunity Clause

During the performance of this contract, the Service Provider agrees as follows:

(1) The Service Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Service Provider shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex, or national

**EXHIBIT A**

Agreement

ERIE COUNTY PUBLIC SAFETY PROPOSAL FOR PLANNING, ACQUISITION, IMPLEMENTATION, VERIFICATION, TRAINING AND PROJECT MANAGEMENT SERVICES FOR A NEXT GENERATION RADIO SYSTEM

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origin. As used herein, "treated" means and includes, without limitation, the following: recruited, whether advertising or other means; compensated, whether in form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The Level 3 agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

(2) The Service Provider shall in all solicitations or advertisements for employees place by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

(3) The Service Provider shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitment under the Equal Employment Opportunity Clause of the County, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Service Provider shall furnish all information and reports requested by the County Executive or the County Council to ascertain compliance with the program.

(5) The Service Provider shall take such action with respect to any subcontractor as the County may direct as a means of enforcing the provisions of subsections (a)(1) to (8) hereof, including penalties and sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the County, the County shall enter into such litigation as is necessary to protect the interests of the County to effectuate the County's Equal Employment Opportunity Program, and in the case of contracts receiving federal assistance, the Service Provider or the County may request the United States to enter into such litigation to protect the interests of the United States.

(6) The Service Provider shall file and shall cause his subcontractors, if any, to file compliance reports with the County. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs, and statistics of the Service Provider and his subcontractors.

(7) The Service Provider shall include the provisions of subsections (a)(1) through (8) of the Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

(8) Refusal by the Service Provider or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any and all of the following penalties:

A. Withholding of all future payments under the involved public contract to the Service Provider in violation until it is determined that the Service Provider or subcontractor is in compliance with the provisions of the contract;

**Agreement**

**ERIE COUNTY PUBLIC SAFETY PROPOSAL FOR PLANNING, ACQUISITION, IMPLEMENTATION, VERIFICATION, TRAINING AND PROJECT MANAGEMENT SERVICES FOR A NEXT GENERATION RADIO SYSTEM**

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**B. Refusal of all future bids for any public contract with the County or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.**

**C. Cancellation of the public contract and declaration of forfeiture of the performance bond;**

**D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors, or other organizations, individuals, or groups who prevent directly, indirectly, or seek to prevent directly or indirectly, compliance with the policy, as herein outlined.**

**The Pennsylvania Right-to-Know Law, Act of February 14, 2008, P.L. \_\_\_\_\_, 65 P.S. Section 67.101, et seq. (Act No. 2008-3) provides in Section 506(d)(1) that "(a) public record that is not in the possession of an agency (the County) but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the agency, and which directly relates to the governmental function and is not exempt under this act, shall be considered a public record of the agency for purposes of this act."**

**The SERVICE PROVIDER hereby agrees that if the County receives a request under the act for records of the SERVICE PROVIDER and the County Open Records Officer or Deputy determines that these records must be provided for County to comply with the act under this section the SERVICE PROVIDER will supply these records to County so that they may be made available to the requestor for inspection and/or copying.**

**Agreement**

**ERIE COUNTY PUBLIC SAFETY PROPOSAL FOR PLANNING, ACQUISITION, IMPLEMENTATION, VERIFICATION, TRAINING AND PROJECT MANAGEMENT SERVICES FOR A NEXT GENERATION RADIO SYSTEM**

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**IN WITNESS WHEREOF, the parties to this agreement have set their hands and seals on this 21<sup>ST</sup> day of JANUARY, 2015.**

**Firm Name** -----

**Address** -----  
-----

**By** -----

**Signature** -----

**Title** -----

**Telephone** -----

**Fax** -----

**Date** -----

**COUNTY OF ERIE, PENNSYLVANIA**

**By** -----

**Kathy Dahlkemper  
County Executive**

**Date** -----

# **Erie County Department of Public Safety**

2880 Flower Road  
Erie, PA. 16509



**Erie County, Pennsylvania**

**Department of Public Safety**



## **Proposal for Planning, Acquisition, Implementation, Verification, Training and Project Management Services for a Next Generation Radio System**

**Submitted By**

***MCM Consulting Group, Inc.***  
**[www.mcmconsultinggrp.com](http://www.mcmconsultinggrp.com)**

# ***MCM Consulting Group, Inc.***

Public Safety Consulting, Training & Exercises

[www.mcmconsultinggrp.com](http://www.mcmconsultinggrp.com)

## **Section 1**

### ***Letter of Transmittal***

John Grappy, Director  
Erie County Department of Public Safety  
2880 Flower Road  
Erie, PA. 16509

November 12, 2014

Dear Mr. Grappy,

MCM Consulting Group, Inc. is pleased to have the opportunity to review this project and propose a scope of services that would help Erie County Department of Public Safety plan, acquire, implement, verify, train and project manage a next generation radio communications network for the public safety department and the public safety agencies in Erie County. We share in the county's commitment to create an interoperable, single band radio solution serving all law enforcement, fire, emergency medical services (EMS), and emergency management (EMA) within Erie County, Pennsylvania. Thank you for the opportunity to submit our proposal. MCM is available to participate in an in-person presentation if needed.

MCM is registered to do business in Pennsylvania, entity number 3325631 and is in compliance with all state, county and local laws and ordinances and has filed all tax returns and is current with all taxing agencies including federal, state, county and local throughout the United States.

For the purposes of proposal clarifications, contract negotiations and signing, the designated individual capable of binding MCM Consulting Group, Inc. shall be Michael C. McGrady, President of the company. The legal name, address and contact information for the company is:

MCM Consulting Group, Inc.  
Michael C. McGrady  
President  
107 Kathy Ann Court  
McMurray, PA 15317  
412-580-7632 (Phone)  
724-941-3137 (Fax)  
[MMcGrady@MCMConsultingGrp.com](mailto:MMcGrady@MCMConsultingGrp.com)  
[www.MCMConsultingGrp.com](http://www.MCMConsultingGrp.com)

## **Company Profile**

MCM Consulting Group, Inc. (MCM) is a privately held consulting firm dedicated to serving the public safety, government, education and healthcare communities. MCM has offices located in Gettysburg Pennsylvania, Peters Township Pennsylvania, St. Marys Pennsylvania and State College Pennsylvania.

The MCM team is a unique group of individuals who each bring specific skill sets to every project we undertake.

Our team members included public safety answering point (PSAP) and emergency management agency (EMA) experts, EMS & healthcare specialists, GIS specialists, HSEEP designers & exercisers, PSAP, NG911 & RF designers and project managers, telephony & tower site specialists and two-way radio experts.

We specialize in providing telecommunication and emergency management consulting as well as EMA, telecommunicator, supervisor, and management training & HSEEP exercises to healthcare, emergency management, PSAPs, public safety agencies, regional task forces, school districts and universities.

Our team members have over 400 years of combined public safety and telecommunications experience.

We have a client base of over 40 counties and 4 regional task forces in Pennsylvania alone. Virtually all of our clients have honored MCM with repeat engagements and referrals to other clients. Please visit our website for additional company and client information at [www.mcmconsultinggrp.com](http://www.mcmconsultinggrp.com).

## **MCM Approach**

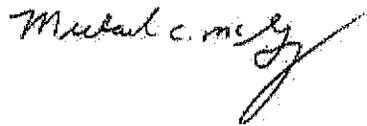
The MCM Consulting Group, Inc. (MCM) team goal is to provide our clients with informed, unbiased professional advice on communication system assessment, products, technology, strategic planning, design, implementation, performance testing and staff training. We work diligently to provide our clients insight into dealing with new technologies, products and managing relationships with vendors. We work to support the client's management team in identifying opportunities and products that enhance performance and increase reliability and cost efficiency in their network.

**MCM Role**

Our goal is to provide expert counsel, multiple solution scenarios, and to monitor the performance of selected vendors. We help manage vendor relationships in detail to assure our clients that every effort has been taken to require the potential and selected vendor(s) provide the information, products and services in a manner that fulfills the specified requirements and set clearly defined timelines and ensure performance that meets contractual commitments.

We look forward to the opportunity to meet and review our proposal with you.

Sincerely,



Michael C. McGrady  
President

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## **Section 2**

### ***Scope of Work***

The following narrative will outline our understanding and process flow for this project.

### **Project Manage all of the Scope of Services Proposed**

The MCM Consulting Group Inc. (referred to as MCM) team has extensive experience in all of the key practical and technical components surrounding a critical project such as this. To deliver this type of project, the skills surrounding the management of the project are equally as important as the quality of the technical background the team possesses to produce a successful outcome.

All personnel working on the project are principals, or consultants of the company. Senior managers will oversee and work on all aspects of this project.

### **Prime Vision and Goal of the Project**

The prime vision for this project is for Erie County and their public safety field users to migrate their current radio system(s) to an interoperable, single band radio solution serving all law enforcement, fire, emergency medical services (EMS), and emergency management (EMA) within Erie County.

The goal of MCM is to provide a comprehensive and complete plan to assist in the design of the system(s) while working with the involved vendors to acquire the equipment and coordinate the installation and testing of the equipment. The county will have all final equipment decisions and the vendors selected to provide these systems will be decided upon by the county. The vendor of the equipment will assume responsibility for the performance and warranty coverage of the system.

MCM at all times will work to ensure that the county is provided with carefully considered counsel and that we, in a vendor neutral manner, work to achieve the goals that have been established for the agencies involved.

*Due to the length of this project and the steps necessary to accomplish it, MCM recommends the project be implemented in a phased approach.*

**Phase I**

**Planning and Coordination**

MCM will, as part of this project, provide the fundamental and comprehensive planning, including:

- Conducting a kick off meeting that lays a foundation for the project and provides MCM and Erie County with insight on the center, its operations, and provides a foundation of knowledge that change in radio system or procedures will impact the general operations of the 911 Center.
- Conduct monthly conference call meetings and monthly in person meetings to keep all stakeholders apprised of progress and identify any obstacles that have been encountered in addition to corrective actions to be taken to prevent delays.
- Conduct detailed tower location scouting, prepare for acquisition of land or leases for proposed tower sites. *Please see appendix A for detailed description of the scope of work for the tower portion of this project.*
- Perform FCC licensing services to ensure an adequate number of frequencies are available for the new system.
- Develop detailed propagation studies for the proposed system. Evaluate these studies and present the findings to the county. These studies will need to be performed multiple times based on the FCC licenses granted and the locations of the proposed tower sites.
- Verify detailed information on the number of the following departments along with the number of pieces of equipment and number of calls answered annually and number of officers for police, staff for EMS, EMA and number of members for fire departments.
  - a. Fire Departments
  - b. Police Departments
  - c. EMS Departments
  - d. EMA Agencies

## **Funding**

- Develop a plan, by reviewing the preliminary budget, to move the project forward and establish baseline priorities.

Face to face meetings and presentations to key decision makers during this process are key for the long term success of any project such as this one.

MCM will make recommendations that are designed to minimize costs, as long as there is no compromise of the technical needs of the system.

- Develop a plan to obtain grants and for preparation of grant applications.
- Assist in completing paperwork for grant applications.
- Answer all questions received by the grantor.
- Attend follow up meetings with the grantor.
- Begin implementation of the grant based on the rules and regulations associated with the grant.

## **Acquisition**

- MCM will provide plans for acquiring the necessary equipment and materials needed to complete and install the system(s). Alternatives will be provided for purchasing under the Pennsylvania State contract, General Service Administration (GSA) contract or bidding via an invitation for bid (IFB) or request for proposals (RFP). These decisions and their alternatives will be outlined and the details of positives and negatives will be presented to the county.
- MCM will provide system requirements and clear definition of roles and responsibilities for all vendors. MCM will develop the documents and after these are published by and formally received by the county, will evaluate each proposal to determine if they meet the specification developed and assure the performance and insurance levels required by the documents are met. After this opinion is rendered, the county will make the final determination of their vendor(s) of choice.
- All acquisition decisions will comply with rules and regulations of the County of Erie and Commonwealth of Pennsylvania and any conditions of any grant or other funding agencies.

**Phase II**

**Deployment and Verification**

- MCM, having provided clear definition within an IFB, RFP or scope of work (SOW) of the systems and services provided, will coordinate the installation of the equipment at the sites specified. This will be done via scheduling the selected vendors and verifying that the equipment has been installed along with a physical site inspection of the completed work.
- As a component of the deployment, MCM along with selected representatives of Erie County will conduct compliance testing with the installed equipment to determine the successful installation and quality of the performance of the systems installed. This will be performed with equipment furnished by the agencies involved and using the propagation maps to determine the compliance of the vendors.
- In all cases it is prudent for Erie County to require the vendors providing the systems to meet performance based testing levels after installation. It is also recommended that cost penalties be specified in the bidding process to assure the companies furnishing this turnkey system be financially accountable for the performance and timeline of system acceptance.
- MCM will provide up to four full weeks (8 hour per day) of testing with individuals from their staff as well as selected members of the agencies and county staff along with of the vendor to perform in field practical testing.

## **Training**

As part of deployment process, MCM will have conducted compliance testing, when the performance levels are determined and accepted by the client, training classes will be planned for each agency involved.

MCM and the selected vendor will provide staff members for the training. The structure of this training should be as follows.

- Morning sessions
- Afternoon sessions
- Evening sessions

The sessions can be conducted in different locations within the county and it is recommended that individuals from the agencies be selected to return and train the members of their agencies. This is a train the trainers program. MCM and the selected vendor will provide a supply of written instructions and commonly asked questions to facilitate the speed and efficiency of this training program.

Sign-in sheet records will be maintained to verify attendance of the departments being trained.

Equipment that will be used should be provided by the county or agencies involved that has been verified as operational for the trainer to use.

**Vendor Neutral Designs**

MCM Consulting Group Inc. has never had a contractual relationship and never will have a contractual relationship with any vendor of equipment or services. To maintain a clear, unbiased approach to design and vendor recommendations, we are adamant about our moral and ethical obligations to our clients to provide unbiased recommendations and designs.

All designs developed by MCM are open protocol to encourage multiple vendors and alternative design offerings. This facilitates delivery of the highest quality, most technically up-to-date systems and the most competitive pricing available for our clients.

The county has to option to specify technologies that are proprietary. Client preferences are always taken under close advisement

**MCM Project Team**

Listed below are the names, titles and anticipated project positions of the core MCM team members who will be assigned to this task. We hope that by providing information for each team member that you will gain a better understanding of the breadth and depth of experience, expertise, and knowledge that MCM will bring to bear on this project.

**MCM Team Members**

- |                       |                     |                                |
|-----------------------|---------------------|--------------------------------|
| 1. Michael C. McGrady | President           | Project Manager/PSAP/Tower SME |
| 2. Kristy Agosti      | Executive V.P./CFO  | Administration/QA SME          |
| 3. Mike Crago         | Senior Consultant   | Microwave/RF SME               |
| 4. Ron Godava         | Senior Consultant   | FAA/FCC/Microwave/RF SME       |
| 5. Michael Rearick    | Senior Consultant   | PSAP/EMA SME                   |
| 6. Dave Haas          | Consultant          | GIS SME                        |
| 7. Gary Ryan          | Advising Consultant | PSAP/Training SME              |
| 8. John Riley         | Advising Consultant | Microwave/RF/Tower SME         |

**Outside Resources**

MCM foresees no need at this time to utilize outside resources to perform the services in this proposal.

**Procedures and Time Line**

Beginning December 1, 2014, or within 10 working days' notice, MCM will dedicate the core members of our team to this project to deliver a finished product forty (40) months of the project start date

**Section 3**

***Pricing***

The comprehensive program that MCM Consulting Group, Inc. is offering provides you with a fundamental and logical progression of services to protect the residents of the Erie County while keeping in mind budget considerations.

We have assembled a team of industry professionals who have worked in the two-way radio, telephony, EMA, GIS, PSAP, public safety, cellular, tower, and other leading edge technology engineering businesses and all have extensive cross functional experience. We offer more than the typical consulting firm with our operational and practical experience. We bring to the engagement the experience and perspective of where complex communications systems are evolving rather than just the perspective of the typical two-way and public safety consultant.

The future offers many complex yet valuable technologies from both the public safety and the commercial world. It is imperative that your consultants are comfortable in both worlds.

The cost for MCM to provide the services described above shall be:

Phase I (estimate 13 months) - \$430,586.40

Phase II (estimated 27 months) – \$894,294.82

The terms of payment shall be negotiated between Erie County and MCM upon the award of a contract.

We look forward to the opportunity to work with you and provide the residents, public safety and private sector agencies of Erie County with the best designed, most cost efficient, easiest to operate and maintain next generation radio system possible.

**Section 4**

***Terms and Conditions***

**Proprietary Information:**

This proposal is to be considered proprietary information and should be used only as information for the county to evaluate the work capability of MCM Consulting Group, Inc. and its associates. This material cannot be copied and used as the basis of Specifications or Scope of Work for projects without the express written permission of MCM Consulting Group, Inc. and its associates. The material is not to be shared with other vendors.

**Section 5**

***Appendix A - Tower Scope of Work***

**SCOPE OF SERVICES**

The following narrative will outline our understanding and process flow for this portion of the project.

**Project Manage all of the Scope of Services Proposed**

The MCM Consulting Group Inc. (referred to as MCM) team has extensive experience in all of the key practical and technical components surrounding a critical project such as this. To deliver this type of project, the skills surrounding the management of the project are equally as important as the quality of the technical background the team possesses to produce a successful outcome.

All personnel working on the project are principals or consultants of the company. Senior managers will oversee and work on all aspects of this project.

**Project Management Services**

MCM defines project management services as providing hands on management of tasks, coordinating and monitoring the relationship with vendors who will be selected by Erie County to provide product and services and working to adhere to a detailed time line and budget. MCM will not enter into contracts or agreements directly with any vendor or supplier of services or materials. All contracts and agreements will be executed directly between Erie County and the vendor(s). MCM through invitation for bid (IFB) specifications, request for proposals (RFP) and the professional service agreements (PSA) process, will identify multiple vendors and qualify these, have them submit pricing and terms to Erie County and make evaluations and recommendations based on the vendor's skill sets and ability to meet technical specifications and adhere to time lines outlined by Erie County and MCM. MCM will not directly perform billable services other than "project management and engineering services" therefore eliminating any conflict of interest with vendors. The final decisions and selection of products and vendors will be at Erie County's discretion.

## **The MCM Group Process**

The mission of MCM is to provide expert counsel to the client and to at all times protect the needs of the client and their constituents. We have developed a team, processes and ethics program that allows us to provide the most considered advice in any project. In a project like this our goal is to efficiently manage all aspects of the project in order to obtain the best “Quality/Price” relationship for our clients. We work to find the highest quality vendors, finest contractors, and best procedures that meet Erie County’s needs.

All contracts and purchases will be made directly by Erie County. MCM will provide recommendations in writing on all purchases with both quality/cost considerations outlined. All final purchasing decisions will be made by Erie County.

## **Overview of Services Provided**

The services provided by MCM fall into 11 broad based areas that have 80 to 100 subtasks, many of which that will need to be performed multiple times for the construction of a tower site. This series of complex tasks must be completed prior to completing the construction of the tower sites. The following is an overview of the tasks that will be managed by MCM during the process of constructing towers for Erie County.

### **1. Site Review**

While Erie County will have the final decision on the proposed tower site location, MCM will review and advise Erie County about the location of the shelters, generators, etc. on the properties and the basic practicality of constructing the sites. Additionally, MCM will review the property to make sure that, during the process, nothing is done to violate the terms and conditions for use of the property. There are multiple additional tasks required prior to completing this task and moving to step 2 including zoning and regulatory analysis of the proposed locations.

### **2. Regulatory Approval**

Engineering drawings required for regulatory approval and compliance, obtaining necessary building, electrical and mechanical permits and actual construction will need to be generated. Technical design specifications will need to be developed for use by the applicable vendors in order to generate the required drawings and documents.

### **3. Site Feasibility and Design Parameters**

Evaluating the constructability of the site and the feasibility of designing capacity for future use.

## **4. Professional Services**

Assist Erie County in selecting and working with vendors to prepare packages for soliciting services. MCM will need to have the ability to select a vendor for these professional services based upon experience and quality of work. To ensure the project is completed in the time frame outlined in this proposal these services should be awarded under professional service agreements.

## **5. Utilities Power and Telco**

Defining the most effective manner to establish commercial and backup power as well as site interconnect facilities (e.g. microwave, fiber, copper). The installation of the electrical service at the tower site will be provided by the General Contractor (GC) selected, the provisioning of electrical power and telco services to the site are the responsibility of the county.

## **6. Shelter & Towers**

Detailed evaluation of current space needs and usage requirements as well as future growth potential is necessary when developing a plan for purchasing a shelter and tower. This decision has a number of strategic components which will be considered, and multiple vendors will be solicited for price, design and ongoing maintenance considerations.

## **7. Grounding**

Designing a plan for properly grounding a site is critical to the long-term operation of a site and can prevent lightning and electrical surge damage over future years that saves thousands of dollars. Properly planned and engineered grounding systems are imperative to properly developing a site.

## **8. Security**

This task is more comprehensive in planning than may be apparent on the surface. A detailed plan will be submitted for Erie County's approval with multiple solutions.

## **9. Construction**

Developing IFB's, PSAs & RFP's then soliciting and evaluating bids are skills that take years to develop. MCM team member's expertise is unparalleled in this area.

**10. Regular Reports from Project Management (PM) Team**

Bi-weekly reports will be prepared during the initial phase of the project. At or near the midway point of the engagement, if weekly conference calls and reports are necessary they will be arranged. If during the project it is felt by the PM that bi-weekly status meetings are required, they will be arranged.

**11. Final Acceptance**

A completed punch list and acceptance test reports for all contracted products and services will be provided at the time of the final acceptance.

**Vendor Neutral Designs**

MCM has never had a contractual relationship and never will have a contractual relationship with any vendor of equipment or services. To maintain a clear, unbiased approach to design and vendor recommendations, we are adamant about our moral and ethical obligations to our clients to provide unbiased recommendations and designs.

All designs developed by MCM are open protocol to encourage multiple vendors and alternative design offerings. The county has the option to specify technologies that are proprietary. This facilitates delivery of the highest quality, most technically up-to-date systems and the most competitive pricing available for our clients.

Client preferences are always taken under close advisement.

**ORDINANCE NUMBER . 2015**

**APPROVING AND ADOPTING AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE ERIE COUNTY CONVENTION CENTER AUTHORITY (THE "AUTHORITY") IN THE FORM OF EXHIBIT A ATTACHED HERETO, AND AUTHORIZING THE FILING THEREOF IN ACCORDANCE WITH THE PROVISIONS OF ACT 148 OF 1999, AS AMENDED AND SUPPLEMENTED, KNOWN AS THE "THIRD CLASS COUNTY CONVENTION CENTER AUTHORITY ACT (ALTERNATIVE PROVISION), 16 P.S. §2399.51 ET SEQ. (THE "ACT").**

**WHEREAS**, by Official Ordinance No. 46-2000 the County Council of the County of Erie approved the incorporation and establishment of the Authority; and

**WHEREAS**, Articles of Incorporation for the Authority (the "Authority Articles") were filed with the Secretary of the Commonwealth of Pennsylvania on May 3, 2002; and

**WHEREAS**, section VII of the Authority Articles provides that the governing board of the Authority shall consist of seven members appointed as follows: (a) three members shall be appointed by the Mayor of the City of Erie with the advice and consent of City Council; (b) three members shall be appointed by the County Executive of the County of Erie with the advice and consent of County Council; and (c) the City and the County shall alternate in the appointment of the seventh board member; and

**WHEREAS**, section 2399.61 of the Act, which governs the appointment of the governing board of the Authority, was amended on June 27, 2013 to provide that the governing board of convention center authorities organized under the Act shall consist of eleven members appointed as follows: (a) two members shall be appointed by the mayor of the municipality where the convention center facilities are located; (b) seven members shall be appointed by the county council of the municipality where the convention center facilities are located; and (c) two members shall be appointed by the Governor with the advice and consent of a majority of the Senate; and

**WHEREAS**, the County desires to approve the filing of Amended and Restated Articles of Incorporation of the Authority that are consistent with the provisions of the Act, as the same may be amended from time to time.

**ORDINANCE NUMBER. 2015**

**APPROVING AND ADOPTING AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE ERIE COUNTY CONVENTION CENTER AUTHORITY (THE "AUTHORITY") IN THE FORM OF EXHIBIT A ATTACHED HERETO, AND AUTHORIZING THE FILING THEREOF IN ACCORDANCE WITH THE PROVISIONS OF ACT 148 OF 1999, AS AMENDED AND SUPPLEMENTED, KNOWN AS THE "THIRD CLASS COUNTY CONVENTION CENTER AUTHORITY ACT (ALTERNATIVE PROVISION), 16 P.S. § 2399.51 ET SEQ. (THE "ACT").**

**NOW THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF THE COUNTY OF ERIE, PENNSYLVANIA:**

Section 1. The County of Erie hereby approves and adopts the Articles of Amendment containing Amended and Restated Articles of Incorporation of the Authority in the form of Exhibit A, and the Amended "Authority" By-Laws in the form of Exhibit B, attached hereto and authorizes the filing thereof by the County Clerk.

Section 2. All prior ordinances or parts thereof conflicting herewith are hereby repealed.

Section 3. This ordinance shall become effective after final passage and upon approval by the County Executive.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Fiore Leone, Chairman

Date: \_\_\_\_\_

\_\_\_\_\_  
Phil Fatica, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

\_\_\_\_\_  
Dr. Kyle Foust

Date: \_\_\_\_\_

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll

**CERTIFICATE**

I, the undersigned, County Clerk of the County of Erie, Pennsylvania hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly enacted by the affirmative vote of a majority of all the members of the County Council thereof at a meeting held on the date of the execution thereof; that due notice of such meeting was given and the meeting was at all times open to the public; that such Ordinance was duly recorded; that this Ordinance is still in full force and effect as of the date hereof; and that the vote upon said Ordinance was called and duly recorded upon the minutes of the County Council.

WITNESS my hand and seal of the County Council of the County of Erie this \_\_\_ day of \_\_\_\_\_ 2015.

[SEAL]

COUNTY OF ERIE

By \_\_\_\_\_  
County Clerk

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
ERIE COUNTY CONVENTION CENTER AUTHORITY**

**Entity No. 3068978**

In compliance with the applicable provisions of the Third Class County Convention Center Authority Act (Alternative Provision), 16 P.S. § 2399.51 et seq., as amended (the "Act"), Erie County Convention Center Authority (the "Authority") hereby amends and restates the Articles of Incorporation of the Authority in their entirety, as follows:

**FIRST:** The name of the Authority is: Erie County Convention Center Authority.

**SECOND:** The principal office of the Authority in the Commonwealth of Pennsylvania is 809 French Street, Erie, Pennsylvania 16501.

**THIRD:** The Authority was jointly created by the County of Erie and the City of Erie pursuant to the provisions of the Act.

**FOURTH:** Articles of Incorporation of the Authority were filed with the Secretary of the Commonwealth of Pennsylvania on May 3, 2002.

**FIFTH:** An Ordinance of the City of Erie adopted \_\_\_\_\_, 2015 authorizing the filing of these Amended and Restated Articles of Incorporation is attached hereto as Exhibit A.

**SIXTH:** An Ordinance of the County of Erie adopted \_\_\_\_\_, 2015 authorizing the filing of these Amended and Restated Articles of Incorporation is attached hereto as Exhibit B.

**SEVENTH:** The Authority is organized for the purposes set forth in the Act and has all rights and powers conferred upon Third Class Convention Center Authorities by the Act.

**EIGHTH:** These Amended and Restated Articles of Incorporation of the Authority shall supersede the original Articles of Incorporation and all amendments thereto.

**NINTH:** The County Clerk of the County of Erie is authorized to file these Amended and Restated Articles of Incorporation.

**TENTH:** These Amended and Restated Articles of Incorporation shall be effective upon filing with the Department of State.

BE IT RESOLVED that these Articles of Amendment are hereby executed and verified on this the \_\_ day of \_\_\_\_\_, 2015.

COUNTY OF ERIE

[SEAL]

By \_\_\_\_\_  
County Clerk

**ERIE COUNTY CONVENTION CENTER AUTHORITY**  
**AMENDED and RESTATED**  
**BYLAWS and RULES OF PROCEDURE**

**ARTICLE I**  
**THE AUTHORITY**

*Section 1*

**NAME OF AUTHORITY:**

The name of this Authority shall be the ERIE COUNTY CONVENTION CENTER AUTHORITY, (hereinafter, the "Authority"). The business of this Authority shall be conducted in accordance with the Third Class County Convention Center Authority Act, (Alternative Provision) 16 P.S. § 2399.51 et seq., as amended, (hereinafter, the "Act"), the City of Erie, Pennsylvania Ordinance No. 22-2000 and the County of Erie, Pennsylvania, Ordinance No. 46-2000, creating said Authority.

*Section 2*

**MISSION STATEMENT:**

The mission of the Authority is to provide world class convention facilities and entertainment venues presenting diverse performing arts and sporting events for county and regional residents and their visiting families and friends, meeting and convention visitors, travelers and vacationers.

Nothing in these Bylaws and Rules of Procedure is intended to limit the purposes, authority, and powers of the Authority provided under law.

**ARTICLE II**  
**GOVERNING BOARD, APPOINTMENTS and TERMS**

*Section 1*

**BOARD:**

- A. The power of the Authority shall be exercised by a governing Board composed of eleven (11) members.

**EXHIBIT B**

- B. The members of the Board shall not be compensated for their service on the Board or for any other position for which they may serve the Authority. The Authority may reimburse members for reasonable and necessary out-of-pocket expenses incurred by members in carrying out the business of the Authority.
- C. The members of the Board shall not be liable personally on the bonds or other obligations of the Authority and the rights of creditors shall be solely against the Authority. The Authority, itself or by contract, shall defend Board members, and the Authority shall indemnify and hold harmless Board members, whether or not currently serving as a member of the Authority, against and from any and all personal liabilities, actions, causes of actions and claims made against them for whatever actions they perform within the scope of their duties as Board members.

*Section 2*

APPOINTMENTS and TERMS:

- A. The Mayor of the City of Erie with the advice and consent of the City Council, shall appoint two (2) Board members. The term of office of these members shall be four (4) years. The terms of the first two (2) members appointed shall be allocated between them for a two-year and four-year term, respectively. In all cases, the beginning of the term shall be deemed January 1 of the year of appointment, subject to subsection D.
- B. The County Council shall appoint seven (7) Board members. The term of office of these members shall be four (4) years. The terms of the first seven (7) members appointed shall be allocated among them as follows: one one-year term, two two-year terms, two three-year terms and two four-year terms. In all cases, the beginning of the term shall be deemed January 1 of the year of appointment, subject to subsection D.

- C. The Governor of the Commonwealth of Pennsylvania shall appoint two (2) Board members with the advice and consent of a majority of the members of the Senate. The terms of office of these members shall be four (4) years, subject to subsection D.
- D. Except as otherwise provided, Board members shall serve a four (4) year term from the date of their appointment and until their successors have been appointed and qualified. If a vacancy shall occur by means of the death, disqualification, resignation or removal of a member, the appointing authority shall appoint a successor to fill the unexpired term.

*Section 3*

EFFECT OF AMENDMENT ON TERMS:

- A. The amendment of Section 2399.61 (a) (1) of the Act by Pa. Pub. Act. No. 27 (June 27, 2013) (the "Amendment"), which relates to Article II Section 2 (A) [Mayoral appointments] of the Bylaws and Rules of Procedure, shall apply as follows to Board members appointed under that Section of the Act on the effective date of the Amendment:
  - (1) The Amendment shall not shorten the term of a member serving on the effective date of this Section.
  - (2) A member serving on the effective date of this Section shall complete the term which the member is currently serving as follows:
    - (i) The term of the member whose term expired on or about December 31, 2009, shall expire on December 31, 2013.
    - (ii) The term of the member whose term expired on or about December 31, 2010, shall expire on December 31, 2014.
    - (iii) The term of the member whose term expired on or about December 31, 2011, shall expire on December 31, 2016.
  - (3) The reduction of appointments from three (3) to two (2) shall apply as follows:
    - (i) Except as otherwise set forth in this paragraph, to an office which is vacant on the effective date of this Section.

- (ii) If there is no vacancy under subparagraph (3) (i), to the office of the first member whose term expires after the effective date of this Section.
- B. The amendment of Section 2399.61 (a) (2) of the Act by the Amendment, which relates to Article II Section 2 (B) [County Executive/County Council appointments] of the Bylaws and Rules of Procedure, shall apply as follows to members appointed under that Section of the Act on the effective date of the Amendment:
  - (1) The Amendment shall not reduce the term of a member serving on the effective date of this Section.
  - (2) A member serving on the effective date of this Section shall complete the term to which the member is currently serving as follows:
    - (i) The term of the member whose term expired on or about December 31, 2010, shall expire December 31, 2014.
    - (ii) The terms of the two (2) members whose terms expire on or about December 31, 2013, shall expire December 31, 2013.
    - (iii) The term of the member whose term expired on or about December 31, 2012, shall expire December 31, 2016.
  - (3) The seven (7) appointments made by the County Council under the Amendment shall be as follows:
    - (i) Two (2) initial appointments to fill two (2) of the vacancies created by the amendment of Section 2399.61 (a) (2) of the Act shall be made after the effective date of this Section for the following terms:
      - (a) One term shall expire December 31, 2014.
      - (b) One term shall expire December 31, 2015.
    - (ii) One (1) initial appointment to fill the vacancy created by the reduction of appointments from three (3) to two (2) from the amendment of Section 2399.61 (a) (1) of the Act and by the increase in appointments from four (4) to seven (7) from the amendment of Section 2399.61 (a) (2) of the Act shall be made

promptly after the reduction occurs under the transitional provisions of Article II Section 3 of these Bylaws and Rules of Procedure, for a term that shall expire December 31, 2015.

(iii) The remaining four (4) initial appointments shall be made to fill the vacancies resulting from the expiration of the terms under Article II Section 3 (B) (2) of these Bylaws and Rules of Procedure.

(iv) Subsequent appointments shall be made under Section 2399.61 (a) (2) of the Act [Section 2 (D) of these Bylaws and Rules of Procedure.

B. The effective date of the Amendment shall be the effective date of this Section 3.

### **ARTICLE III**

#### **MEETINGS**

##### *Section 1*

##### **ANNUAL MEETING:**

The annual meeting of the Authority shall be the first regular meeting in each calendar year.

##### *Section 2*

##### **REGULAR MEETINGS:**

Meetings of the Authority shall be held on dates and at times designated by the Authority.

##### *Section 3*

##### **SPECIAL MEETINGS:**

Special meetings may be called at any time by the Chairperson or, in his/her absence, by the Vice Chairperson, at a time within his/her discretion, if necessary.

##### *Section 4*

##### **PLACE OF MEETINGS:**

Meetings of the Authority shall be held at the place designated by the Authority.

*Section 5*

QUORUM:

All actions of the Board shall be taken by a majority vote by a present quorum of not less than six (6) Board members. The Board shall have full authority to manage the properties and business of the Authority and to prescribe, amend and repeal Bylaws, Rules and Regulations governing the manner in which the business of the Authority may be conducted and the powers granted to it may be exercised and embodied. Notwithstanding any other law, Court decision, precedent or practice to the contrary, no actions by or on behalf of the Board shall be taken by an officer of the Board or the Authority, except upon the approval or prior authorization of the Board. As used in this Section, the term "actions by or on behalf of the Board" means any action whatsoever the Board, including but not limited to, the hiring, appointment, removal, transfer, promotion or demotion of any officers and employees, the retention, use or remuneration of advisors, council, auditors, architects, engineers or consultants, the initiation of legal action, the making of contracts, leases, agreements, bonds, notes or covenants, the approval of requisitions, purchase orders, investments and re-investments, and the adoption, amendment, revision or rescissions of rules and regulations, orders or other directives.

*Section 6*

NOTICE OF MEETINGS:

Meetings of the Authority shall be held in conformity with the Pennsylvania Sunshine Law.

*Section 7*

MANNER OF VOTING:

Voting on all questions coming before the Authority may be by a voice vote called for by the Chairperson; provided, however, roll call on any one (1) question before the Authority shall be taken upon the demand of one (1) or more voting members of the Authority. All votes shall be entered upon the minutes of each meeting. The Chairperson and all voting members of the Authority present shall be entitled to vote. A member of the Authority shall be considered

present at a meeting and entitled to vote if he/she is physically present at the meeting or if not physically present, participates via telephonic conference call.

*Section 8*

**ATTENDANCE:**

Any member who misses three (3) meetings in succession and whose absences are unexcused, may be removed from the Authority Board by a majority vote of a present quorum of not less than six (6) Board members. Medical or emergency excuses may be cause for an excused absence.

*Section 9*

**ORDER OF BUSINESS:**

At a regular meeting of the Authority, the following shall be the order of business:

- A. Roll call
- B. Approval of the minutes of the previous meeting
- C. Finance Report
- D. Report of the Executive Director
- E. Committee reports
- F. Old business
- G. New business
- H. Adjournment

All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Authority.

**ARTICLE IV**  
**OFFICERS AND DUTIES**

*Section 1*

**OFFICERS:**

The officers of the Authority shall be a Chairperson, Vice Chairperson, Secretary and Treasurer, all of whom shall be elected at the regular annual meeting.

*Section 2*

CHAIRPERSON:

The Chairperson will preside at all meetings of the Authority and enforce all rules and regulations of the Authority. The Chairperson shall, at the first meeting of the Authority after the annual election, appoint members to the standing committees: (a) Budget/Finance; (b) Sales/Marketing; (c) Facilities/Construction; (d) Human Resources, and (e) Operations Committee. From time to time, the Chairperson may for special needs create ad hoc committees to which he/she shall appoint members.

*Section 3*

VICE CHAIRPERSON:

In the absence of the Chairperson, the Vice Chairperson shall perform the duties of the Chairperson. Should neither the Chairperson nor the Vice Chairperson be present at any meeting, the Treasurer shall perform the duties of the Chairperson. Should neither the Chairperson, the Vice Chairperson, nor the Treasurer be present at any meeting, the Secretary shall perform the duties of the Chairperson.

*Section 4*

SECRETARY:

The Secretary shall be responsible to: (a) keep the records of the Authority; (b) take or cause to be taken proper minutes at all meetings of the Authority; (c) keep a record of the Authority in a journal of proceedings to be kept for such purposes; and (d) perform all duties incident to the office. At all times, the Executive Director shall make available an Authority staff member to aid the Secretary in the discharge of these duties.

*Section 5*

TREASURER:

Except as may otherwise be directed by resolution, the Treasurer shall oversee the receipt and disbursement of all funds of the Authority. The Treasurer and/or Executive Director shall sign all orders and checks for the payment of money. At all times, the Executive Director shall make available an Authority staff member to aid the Treasurer in the discharge of these duties. The Treasurer shall be a permanent member of the Authority's finance committee.

*Section 6*

ADDITIONAL DUTIES:

The officers of the Authority shall perform such other duties and functions as may from time to time be prescribed by the Authority.

**ARTICLE V**  
**ELECTIONS, TERMS OF OFFICE**

*Section 1*

**ELECTIONS:**

The Chairperson, Vice Chairperson, Secretary and Treasurer shall be elected at the annual meeting of the Authority, and shall hold office until their successors are elected.

*Section 2*

**VACANCIES:**

Should the office of the Chairperson, Vice Chairperson, Secretary or Treasurer become vacant, at the next regular meeting, the Authority members in attendance shall elect a successor, who shall serve for the remainder of the unfulfilled term.

**ARTICLE VI**  
**PERSONNEL and DUTIES**

*Section 1*

**EXECUTIVE DIRECTOR:**

An Executive Director shall be appointed by the Authority upon approval by a majority of all Authority Board members. The Authority shall establish rates of compensation and other terms of employment for the Executive Director. The Authority may, from time to time, employ such additional personnel as it deems necessary to exercise its powers, duties and functions as prescribed by the Third Class County Convention Center Authority Act, (Alternative Provision) 16 P.S. § 2399.51 et. seq., as amended, the City of Erie, Pennsylvania, Ordinance No. 22-2000 and the County of Erie, Pennsylvania, Ordinance No. 46-2000, and all other laws applicable thereto. The Executive Director shall perform the duties set forth herein and such others as shall be promulgated by official action of the Authority. The duration of the Executive Director's term of employment shall be subject to the exclusive control of the Authority.

*Section 2*

**EXECUTIVE DIRECTOR'S DUTIES:**

The Executive Director shall act as a general manager of the Complex (Civic Center, Jerry Uht Park, Warner Theater, Erie Insurance Arena and the Bayfront Convention Center) in each and all of its business operations and dealings. He/she shall have all the duties and powers usually attendant upon such a position. His/her duties shall include, but not be limited to, the following:

A. **Authority to Book Attractions:**

He/she shall have authority and jurisdiction to schedule and book all conventions, exhibitions, athletic, charitable, civic, educational and religious events, stage theater attractions, and all other forms of entertainment to be presented at the Complex. He/she shall advise the Authority of all bookings made.

B. **Authority to Execute Contracts:**

He/she shall have the authority to sign all contracts for and on behalf of the Authority in relation to the booking of any and all attractions and operations of the Complex.

C. **Enforcement of Policies:**

He/she shall have the responsibility to direct and superintend the execution, application and conduct of all policies established by the Authority for the operation and maintenance of the Complex.

D. **Promotion:**

He/she shall attend to the promotion of the Complex and arrange for the maximum use of the facilities. He/she shall arrange for the rentals and scheduling of all attractions and events.

E. **Supervision:**

He/she shall attend to the general supervision of the Complex and see that it is kept in good repair and in efficient operating condition. He/she shall supervise the employees of the Authority working at the facilities.

F. Monthly Reports:

He/she shall render at each regular meeting a report summarizing the business and operation of the Complex and answer questions relating thereto. The report shall include, in summary form, a showing of receipts and expenses for the facilities.

G. Annual Reports:

He/she shall also file an annual report with the Department of Community and Economic Development, the County of Erie and the City of Erie, which shall make provisions for the accounting of revenues and expenses. The Executive Director shall see to it that the Authority shall have its books, accounts and records audited annually in accordance with generally accepted auditing standards by an independent auditor who shall be a certified public accountant and a copy of the accountant's audit report shall be attached to and made a part of the annual report. He/she shall have a concise financial statement published annually in the local newspaper.

*Section 3*

DEPUTY EXECUTIVE DIRECTOR:

The Board may appoint one (1) or more Deputy Executive Directors who, to the extent authorized by the Board, may exercise the duties and powers of the Executive Director in the Executive Director's absence or incapacity or in the event of a vacancy in the office of Executive Director.

**ARTICLE VII**

**BOARD COMMITTEE STRUCTURE AND RESPONSIBILITY**

*Section 1*

GENERAL:

The Chairperson of the Board shall annually designate the committees of the Board. Each committee shall consist of two (2) or more Board members and such other persons as may be designated from time to time as required. The Committees shall report to the Board and may

recommend resolutions and other actions to the Board that relate to each committee's respective area of responsibility.

The Chairperson shall preside over the Executive Committee. The Executive Committee shall be composed of the officers of the Board. Each Board member shall continuously serve on at least one (1) committee. In designing committee assignments for Board members, the Chairperson shall take into account the interests expressed by the members, their respective skills and backgrounds, and their involvement in other committees and activities related to the organization.

The committees are the voice of the organization to the Board in respective areas and shall provide the mechanism to allow Board members to provide professional advice to Authority staff in members' respective areas of expertise. Committee members are expected to be familiar with the Authority operations within their oversight and assist staff in bringing reasoned recommendations and relevant supporting data to the Board for decision making.

The Executive Director shall be an *ex officio*, non-voting member of each Committee. The Executive Director may designate other staff members to attend committee meetings, but such staff members shall not be Committee members. The Chairperson shall be an *ex officio*, voting member of each committee.

## *Section 2*

### EXECUTIVE COMMITTEE:

The Executive Committee shall have, and exercise the authority of the Board, subject to the terms and conditions of the bylaws of the Authority, to function on behalf of the Board between regular Board meetings to deal with special issues and emergencies.

The Executive Committee shall also establish performance goals and objectives for the Executive Director and evaluate the job performance of the Executive Director at least annually. In connection with such evaluation, the Executive Committee shall make a recommendation to the Board of Directors with respect to any adjustment to the compensation and benefits of the Executive Director.

*Section 3*

**BUDGET AND FINANCE COMMITTEE:**

The Budget and Finance Committee is responsible for matters pertaining to the Authority's budget, finances, accounting and investments. Specific responsibilities include the following:

- A. Maintain appropriate policies and procedures regarding accounting and finance
- B. Review and make recommendations regarding the annual budget
- C. Review and make recommendations regarding any expense exceeding \$10,000 to the Board
- D. Review and address any public inquiries regarding the financial stability of the Authority
- E. Assess the adequacy of insurance coverage for the Authority

*Section 4*

**HUMAN RESOURCES COMMITTEE:**

The Human Resources Committee is responsible for matters pertaining to the Authority staff. Specific responsibilities include the following:

- A. Maintain policies and procedures regarding hiring, termination, benefits and related employment activities outlined in the human resources manual
- B. Participate in candidate interviews and provide reports to Executive Director and any others as requested
- C. Review and make recommendations regarding any substantial facility organizational structure and/or salary changes
- D. Review and address complaints received by the Authority from patrons, promoters and the public regarding employees of the Authority

*Section 5*

**SALES AND MARKETING COMMITTEE:**

The Sales and Marketing Committee is responsible for matters pertaining to marketing the Authority facilities. Specific responsibilities include the following:

- A. Develop marketing and public relations policies and plans consistent with the Authority's mission, goals and objectives and make determinations regarding sales and marketing strategies and resources required within defined budget parameters
- B. Review policies and procedures regarding branding, promotion, marketing and sales initiatives
- C. Review and make recommendations regarding sales and marketing plans for Authority facilities and/or overall organization
- D. Review and address complaints received by the Authority from patrons, promoters and the public regarding content of programs, promotions or marketing activities

*Section 6*

CONSTRUCTION COMMITTEE:

The Construction Committee is responsible for matters pertaining to capital construction projects involving the Authority. Specific responsibilities include the following:

- A. Review and make recommendations regarding feasibility studies involving buildings, renovations and expansions
- B. Review and make recommendations regarding bids for work costing in excess of \$10,000
- C. Oversee construction for building, renovation and expansion projects

*Section 7*

OPERATIONS/FACILITIES COMMITTEE:

The Operations/Facilities Committee is responsible for matters pertaining to operations of the Authority facilities. A Board member is assigned to each facility to assist staff with specific issues relating to each operation. Specific responsibilities include the following:

- A. Review and make recommendations regarding operating policies and procedures for Authority's facilities
- B. Oversee safety for all facilities including policies, procedures and accountability

- C. Assess the current physical needs of all facilities and update the long range capital expenditure plan, on at least an annual basis
- D. Periodically assess security and risk matters relating to the facilities
- E. Review and address complaints received by the Authority from patrons, promoters and the public regarding Authority facilities

*Section 8*

**AUDIT COMMITTEE:**

The Audit Committee is responsible for matters pertaining to the Authority audit. Specific responsibilities include the following:

- A. Review and make recommendations regarding audit services
- B. Review and make recommendations regarding audit reports prior to Board approval
- C. Review compliance regarding policies, procedures and controls relating to the finances of the Authority
- D. Review and make recommendations regarding asset management services for the Hotel
- E. Review and make recommendations regarding audit reports for the Hotels prior to Board approval
- F. Review any special projects and grant audits as necessary

*Section 9*

**STRATEGIC PLANNING COMMITTEE:**

The Strategic Planning Committee provides leadership and coordination of the strategic initiatives of the Authority. Specific responsibilities include the following:

- A. Create and implement annual and multi-year development plans to assist in meeting strategic goals of the Authority
- B. Provide leadership and coordination of the Board and staff to achieve strategic goals
- C. Work with the Executive Director and Board members to identify and cultivate contacts to fulfill goals and objectives

- D. Submit budgetary recommendations and recommendations for strategic objectives to the Board

*Section 10*

**LEASE COMMITTEE:**

The Lease Committee is responsible for matters pertaining to the contractual relationships with tenants of the Authority. Specific responsibilities include the following:

- A. Assist Executive Director, as necessary, in preparing lease agreements and make recommendations to the Board
- B. Participate in negotiations with tenants
- C. Provide advice and information on programming for facilities
- D. Review and address complaints received by the Authority from sports teams, cultural organizations, event promoters/producers and the public

**ARTICLE VIII**

**ETHICAL REQUIREMENTS AND CONFLICTS OF INTEREST**

All Board members of the Authority shall adhere to and are bound by all of the applicable ethics and conflicts of interest provisions of the Third Class County Convention Center Authority Act (Alternative Provision), 16 P.S. § 2399.66; The State Adverse Interest Act, 71 P.S. § 776.1; and the Administrative Code of Erie County.

**ARTICLE IX**

**PROCEDURE**

Robert's Rules of Order, revised, shall govern the Authority in all cases in which they are applicable and not in conflict with these Bylaws and Rules of Procedure.

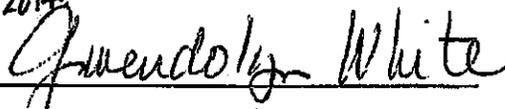
**ARTICLE X**  
**AMENDMENT**

The Bylaws and Rules of Procedure of this Authority may be amended by a majority vote of a present quorum of not less than six (6) Board members present at two consecutive regular meetings; provided, however, said proposed amendment shall have been submitted in writing to the Authority members no less than five (5) days prior to the meeting at which said amendment is to be considered.

**CERTIFICATION**

The Secretary of the Authority certifies that this is a true and correct copy of the Amended and Restated Bylaws and Rules of Procedure of the Erie County Convention Center Authority adopted by the Authority on the 16<sup>th</sup> day of ~~October, 2013.~~

*January 2014*

  
\_\_\_\_\_  
[Type Name], Secretary



*Get Up and Go!*

To : Kyle Foust, County Council Liaison  
From: Casey Wells, Executive Director  
Date: January 12, 2015

The current articles of incorporation of the Erie County Convention Center Authority do not reflect two amendments that were made to the Third Class County Convention Center Authorities Act (Alternative Provision), the most recent amendment having to do with the composition of the Authority's board and how board members are appointed. In other words, there is currently a conflict between the provisions of the Authority's articles of incorporation and its actual board composition.

This conflict has been noted in the past by the Authority's auditors, and we have amended the Authority's articles of incorporation to make them consistent with the provisions of the Act and with the actual board composition.

In order to amend the Authority's articles of incorporation, the Act requires that authorizing ordinances be adopted by both the County and the City, as the joint creators of the Authority.

Attached you will find proposed Articles of Amendment to the Authority's Articles of Incorporation. Attached to the Articles of Amendment as Exhibits A and B are the proposed ordinances of the City and the County, respectively. Please let me know the appropriate process to move this matter forward.

Thank you.



**RESOLUTION NUMBER , 2015**

**Approving Solicitor Contract Submitted By The Office Of The Coroner**

**BE IT RESOLVED**, by the County Council for the County of Erie pursuant to Article II, Section 3 B(1), and Article V, Section 3 C(1) of the Home Rule Charter for the County of Erie, that the contract between the Office of the Coroner of Erie County and Thomas E. Kuhn, Esquire, for legal services, attached hereto as Exhibit A, is hereby approved.

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, this resolution was passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by a vote of \_\_\_\_ - \_\_\_\_.

APPROVED BY:

\_\_\_\_\_  
Fiore Leone, Chairman  
Erie County Council

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

Date: \_\_\_\_\_

## AGREEMENT FOR LEGAL SERVICES

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of January, 2015, by and between the **County of Erie** through the **Office of the Coroner** (hereinafter the "County") and **Thomas E. Kuhn, Esquire** (hereinafter "Attorney"), for the purpose of providing legal services to the Coroner's Office during the 2015 calendar year. The parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Attorney shall perform such services as necessary on a part-time basis to represent the Coroner's Office in matters requiring an attorney. These services shall include, but not be limited to, the following:

- (a) Representation of the Coroner in courts of law or before administrative agencies;
- (b) Preparation of legal instruments such as pleadings, briefs and contracts;
- (c) Legal research;
- (d) Serving as legal consultant to the Coroner's Office for matters brought before it; and,
- (e) Attending meetings and hearings when required.

2. The Attorney may not subcontract any portion of the service referred to above unless the Attorney has obtained the written approval of the Coroner or his designee.

3. In return for services provided to the Coroner's Office as set forth in paragraph 1, the County agrees to pay the Attorney the fee of Four Thousand and 00/100 (\$4,000.00) Dollars for the period January 1, 2015 through December 31, 2015 in twelve (12) equal installments of Three Hundred Thirty-three and 33/100 (\$333.33) Dollars each.

4. It is understood that the Attorney is acting in a capacity as an independent contractor.

5. Notwithstanding the Attorney's status as an independent contractor, in the event any suit is brought against the Attorney relating to any actions taken or omissions as the Coroner's Solicitor, or against any member of the Attorney's staff or the staff of the law firm with which the Attorney is affiliated, which, but for their status as independent contractors, would fall within the provisions of the Political Subdivision Tort Claims Act, 42 PA. C.S.A. Section 8541, *et seq.*, or any successor law, the County of Erie will indemnify and defend the Attorney, and his staff, any law firm with which the Attorney is affiliated and the staff of any such law firm, in accordance with the provisions of 42 PA. C.S.A. Section 8547 and 8546, or any successor provisions, as fully as though they were employees of the County of Erie.

6. Either party may give ninety (90) days written notice of intent to terminate this Agreement. The written notice of intent to terminate shall be mailed to the County at: Lyell Cook, Coroner, Erie County Court House, Room 7G, 140 West 6th Street, Erie, Pennsylvania, 16501, and to the Attorney at 2222 West Grandview Boulevard, Erie, Pennsylvania, 16506, by first-class mail prepaid. The termination shall be effective upon the ninetieth (90th) day following the mailing of the notice of intent to terminate.

7. This Agreement may be amended by mutual agreement of the parties hereto in a writing to be attached and incorporated into this Agreement.

8. The County agrees not to discriminate or harass the Attorney on the basis of race, creed, color, national origin, age, sex, political affiliation, physical disabilities or the proper exercise of his rights as guaranteed by the Pennsylvania Public Relations Act (Act No. 195).

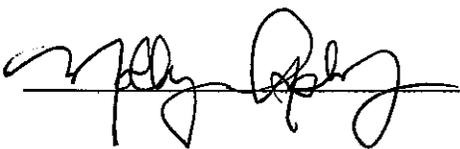
9. It is the intent of the parties hereto that the clauses hereof be severable, and if a clause or any part of a clause is declared by a court of law to be invalid and unenforceable, the remaining clauses shall continue in full force and effect between the parties to this Agreement and any of their successors and assigns.

10. This Agreement is to be construed under and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

**WITNESS:**

**COUNTY OF ERIE:**

\_\_\_\_\_  


\_\_\_\_\_  
Kathy Dahlkemper, County Executive  
  
\_\_\_\_\_  
Lyell Cook, Coroner

**WITNESS:**

\_\_\_\_\_  
  
Thomas E. Kuhn, Esquire

**RESOLUTION NUMBER , 2015**

**Appointment of Kenneth J. Gamble as Erie County Clerk of Records**

**BE IT RESOLVED** that the County Council of the County of Erie pursuant to Article XI, Section 6D(1), 6E(1), and 6E(4) of the Home Rule Charter for the County of Erie that Kenneth J. Gamble, Erie County Deputy Clerk of Records, is hereby appointed to serve as Erie County Clerk of Records for the unexpired term of his predecessor, Patrick L. Fetzner, until December 31, 2017. As such, Mr. Gamble shall have and exercise all powers and duties now conferred on him by applicable law and as defined by Article IV, Section 1 of the Home Rule Charter for the County of Erie.

This resolution shall be effective on February 1, 2015.

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, this resolution was passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by a vote of \_\_\_\_ - \_\_\_\_.

APPROVED BY:

\_\_\_\_\_  
Fiore Leone, Chairman  
Erie County Council

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

Date: \_\_\_\_\_



Patrick L. Fetzner  
*Clerk of Records*

# Office of Clerk of Records

Erie County Court House • 140 West Sixth Street • Erie Pennsylvania 16501 • (814) 451-6080

January 6, 2015

Honorable Dr. Kyle W. Foust, Chairman  
Honorable Fiore Leone, Chairman-Elect  
Honorable Carol J. Loll  
Honorable Phil Fatica

Honorable Edward T. DiMattio  
Honorable Andre Horton  
Honorable Jay Breneman

Dear Members of Erie County Council,

I would welcome the opportunity to serve as the Erie County Clerk of Records and ask for your consideration. I have had the privilege of serving as First Deputy Prothonotary from 1993 until 2002, and to continue as Deputy Clerk of Records from 2002 until the present.

I am committed to a smooth transition, during which we will continue enhancing the computerization of the offices while working with Council, the other County departments and the Courts to improve procedures.

I would be honored to be considered by County Council to fill the position of Clerk of Records upon the retirement of Mr. Fetzner.

Thank you.

Sincerely,

Kenneth J. Gamble  
Deputy Clerk of Records

**Kenneth J. Gamble**  
140 West 6th Street  
Erie, PA 16501  
814-451-6070  
kgamble@eriecountygov.org

**EDUCATION**

<b>LAW SCHOOL</b>	<b>THE DICKINSON SCHOOL OF LAW, Carlisle, PA</b>	<b>J.D. 1991</b>
<b>COLLEGE</b>	<b>GANNON UNIVERSITY</b>	<b>B.A. 1988</b>
<b>HIGH SCHOOL</b>	<b>CATHEDRAL PREPARATORY SCHOOL</b>	<b>1984</b>

**EMPLOYMENT**

<b>JUNE 2002 TO PRESENT</b>	<b>ERIE COUNTY CLERK OF RECORDS Deputy Clerk of Records</b>
<b>May 1993 TO JUNE 2002</b>	<b>ERIE COUNTY CLERK OF RECORDS First Deputy Prothonotary</b>
<b>AUGUST 1991 TO MAY 1993</b>	<b>ERIE COUNTY COURT OF COMMON PLEAS Law Clerk</b>
<b>MAY 1990 TO MAY 1991</b>	<b>DAUPHIN COUNTY DISTRICT ATTORNEY Law Clerk /Certified Legal Intern</b>
<b>AUGUST 1989 TO MAY 1990</b>	<b>COMMONWEALTH OF PENNSYLVANIA, BOARD OF CLAIMS, Chief Administrative Judge Law Clerk</b>
<b>MAY 1989 TO SEPT. 1989</b>	<b>ERIE COUNTY DISTRICT ATTORNEY Legal Intern</b>

**Pennsylvania Bar Association  
Erie County Bar Association**

**RESOLUTION No. \_\_\_\_\_, 2015**

**ERIE COUNTY FUTURE LAND USE MAP**

**WHEREAS**, the County of Erie has prepared and adopted a comprehensive plan in accordance with the requirements of Section 301 of Act 247 of 1968, as amended, known as the Pennsylvania Municipalities Planning Code; and

**WHEREAS**, the County of Erie has prepared the Erie County Future Land Use Map, an amended component of the adopted comprehensive plan; and

**WHEREAS**, the Erie County Department of Planning has presented the above-referenced map to the Erie County Planning Commission for review and approval, and

**WHEREAS**, in accordance with Section 302 of the Pennsylvania Municipalities Planning Code, a public meeting was held on September 11, 2014 regarding the proposed map by the Erie County Planning Commission; and

**WHEREAS**, no adverse public comments regarding the proposed map were received at said public meeting nor during the 45 day review and comment period; and

**WHEREAS**, the Erie County Planning Commission has recommended that the Erie County Future Land Use Map be adopted; and

**WHEREAS**, after due and timely notice by publication in accordance with Section 302 of the Pennsylvania Municipalities Planning Code, a public hearing was held on January 27, 2015 regarding the proposed map by Erie County Council; and

**WHEREAS**, no adverse public comments regarding the proposed map were received at said public hearing.

**NOW, THEREFORE, BE IT RESOLVED** that Erie County Council does hereby adopt the document known as the Erie County Future Land Use Map, and furthermore, does hereby adopt it as a component of the Erie County Comprehensive Plan, in accordance with the Pennsylvania Municipalities Planning Code, Act 247 of 1968, as amended, for the County of Erie, Pennsylvania, to become effective immediately thereafter.

**RESOLUTION No. \_\_\_\_\_, 2015**

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_,  
this Resolution was passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by a  
vote of \_\_\_\_\_ to \_\_\_\_\_.

**APPROVED BY:**

\_\_\_\_\_  
Fiore Leone  
Chairman, County Council

\_\_\_\_\_  
Kathy Dahlkemper  
County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

Date: \_\_\_\_\_



COUNTY OF ERIE  
Department of Planning  
140 West Sixth Street – Room 119  
Erie, Pennsylvania 16501  
Phone: (814) 451-6336  
<http://www.eriecountyplanning.org>.

Kathy Dahlkemper  
*County Executive*

Jake S. Welsh  
*Director*

---

TO: James Sparber, Finance Director  
Tracey Fugagli

---

FROM: Jake S. Welsh, AICP

---

SUBJECT: Rationale for: RESOLUTION ADOPTING THE ERIE COUNTY FUTURE LAND  
USE MAP

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DATE: December 10, 2014

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This resolution adopts the Erie County Future Land Use Map as an updated component of the Erie County Comprehensive Plan. A public meeting was held on September 11, 2014 regarding this map. No adverse public comments were received at that meeting. The map has been reviewed and recommended for adoption by the Erie County Planning Commission. The map was subjected to a 45 day review and comment period as required by Section 302 of Act 247 of 1968, as amended, known as the Pennsylvania Municipalities Planning Code. A public hearing has been scheduled for January 27, 2015. If no revisions to the plan are deemed necessary, Council will then be asked to consider adoption of this plan.

*NOTE: Resolution to be considered for approval by County Council on January 27, 2015.*



COUNTY OF ERIE, PA

Fiore Leone, Chairman  
Phil Fatica, Vice Chairman

**Members of Erie County Council**

Erie County Courthouse  
140 West Sixth Street, Room 114  
Erie, Pennsylvania 16501-1081

Jay Breneman  
Edward T. DiMattio, Jr.  
Dr. Kyle Foust  
André R. Horton  
Carol Loll

**MEMORANDUM**

**TO:** Members of County Council  
**FROM:**  Edward DiMattio  
**DATE:** January 22, 2015  
**RE:** Human Relations Commission Board

Robert Currie wishes to continue serving on the Human Relations Commission Board. His previous term expired December 31, 2012, but he has continued to serve on the Board. I am, therefore, requesting his reappointment to the Commission Board for the four-year term currently being served and expiring on December 31, 2016.

Thank you for your attention to this matter.



# COUNTY OF ERIE

## OFFICE OF COUNTY EXECUTIVE

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**Kathy Dahlkemper**  
COUNTY EXECUTIVE

### MEMORANDUM

TO: Members of County Council

FROM: Kathy Dahlkemper,   
County Executive

DATE: January 15, 2015

RE: Erie County Redevelopment Authority

As County Executive, I hereby convey notice of my reappointment of Mr. Harry Eighmy to the Erie County Redevelopment Authority. This constitutes a first full term for Mr. Eighmy and will expire on December 31, 2019.

Thank you.

cc: ✓Douglas Smith, Clerk  
Rick Novotny, Executive Director –  
Erie County Redevelopment Authority  
File



**COUNTY OF ERIE**  
**DEPARTMENT OF FINANCE**  
**BUREAU OF REVENUE AND TAX CLAIM**  
ERIE COUNTY COURT HOUSE  
140 WEST SIXTH STREET ROOM 110  
ERIE, PENNSYLVANIA 16501  
Tel. (814) 451-6206  
Fax (814) 451-7484

KATHY DAHLKEMPER  
COUNTY EXECUTIVE

STEVEN LETZELTER  
SUPERVISOR

RE: Sale of Parcel from Repository for Unsold Properties

Dear Mr Sparber:

Act No. 1998-69 requires that the Erie County Tax Claim Bureau notify each taxing district of any offer to purchase property from the County Repository for unsold properties, and secure the consent of the appropriate districts prior to any such sale. The districts may not unreasonably withhold their consent.

The Tax Claim Bureau has received an offer to purchase the property commonly known as and identified in the assessment records of Erie County as **05-028-111.0-001.02 LIBERTY ST LOT 3 62 X 125** was made by **Property Development** who is willing to purchase that parcel for the sum of \$250.00 **Proceeds of this sale will be applied to costs advanced by the Bureau for collection first, in accordance with Section 205 of the Real Estate Tax Sale Law Act 542 of 1947, as amended.**

Please place this offer to purchase on the agenda for your next regularly scheduled meeting and take official action on this proposed sale. After the meeting, complete the enclosed form and return it immediately to the Erie County Tax Claim Bureau at the above address.

If there are questions or concerns regarding the procedure, the property, or the offer, please contact **Jean Rodemaker** at the Erie County Tax Claim Bureau at **814-451-6206**.

Thank you,

Steven A Letzelter, Director

Erie County Tax Claim Bureau

TO: Erie County Tax Claim Bureau  
Erie County Courthouse  
140 West Sixth Street, Room 110  
Erie, PA 16501

RE: **Property:** LIBERTY ST LOT 3 62 X 125  
**Index No:** 05-028-111.0-001.02  
**Offer of:** \$250.00 by Property Development

At our regular/special meeting on, \_\_\_\_\_  
We took action regarding the sale of the property referenced above from The Erie County  
Repository,  
By the purchaser and for the amount specified. The proposed sale was:

APPROVED

DENIED\*

\*Please state reason for denial. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

For: \_\_\_\_\_

Date: \_\_\_\_\_

TO: Erie County Tax Claim Bureau  
Erie County Courthouse  
140 West Sixth Street, Room 110  
Erie, PA 16501

RE: **Property:** LIBERTY ST LOT 3 62 X 125  
**Index No:** 05-028-111.0-001.02  
**Offer of:** \$250.00 by Property Development

At our regular/special meeting on, January 5, 2015  
We took action regarding the sale of the property referenced above from The Erie County  
Repository,  
By the purchaser and for the amount specified. The proposed sale was:

APPROVED

DENIED\*

\*Please state reason for denial. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: Victoria L. Anderson, Board Secretary  
For: Corry Area School District  
Date: 1-6-2015

TO: Erie County Tax Claim Bureau  
Erie County Courthouse  
140 West Sixth Street, Room 110  
Erie, PA 16501

RE: **Property:** LIBERTY ST LOT 3 62 X 125  
**Index No:** 05-028-111.0-001.02  
**Offer of:** \$250.00 by Property Development

At our regular/special meeting on, January 5, 2015  
We took action regarding the sale of the property referenced above from The Erie County  
Repository,  
By the purchaser and for the amount specified. The proposed sale was:

APPROVED

DENIED\*

\*Please state reason for denial. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: Robert A. Pflorino / Mayor  
For: City of Corry  
Date: 1/5/2015

<p>County of Erie          Analysis of General Fund Unassigned Fund Balance          FYE 12/31/15          As of January 16, 2015</p>
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Projected Ending 2015 Unassigned Fund Balance 29,374,915

**Less: Appropriations from Unassigned Fund Balance**

Ordinance # of 2015 Supp Approp for Correction of Asst Public Defender Salary (8,557)

Total Appropriations from Unassigned Fund Balance (8,557)

**Plus: Appropriations to Unassigned Fund Balance**

Ordinance # 172 of 2014 for 2015 Supp Approp for Director of Procurement Salary 519

Ordinance # of 2015 Supp Approp for Supervisor of Custody Conciliation 3,241

Total Appropriations to Unassigned Fund Balance 3,760

Estimated General Fund Unassigned Fund Balance to date 29,370,118

**Summary**

Total Budgeted General Fund Expenditures and Transfers 95,980,897

Less: Pass Thru Grants Originally Budgeted in the General Fund (151,000)

Net Budgeted General Fund Expenditures and Transfers 95,829,897

One Month's Expenditures and Transfers 7,985,825

Two Month's Expenditures and Transfers 15,971,650

Difference between Estimated GF Unassigned Fund Balance and One Month of Expend & Transfers 21,384,293

Difference between Estimated GF Unassigned Fund Balance and Two Months of Expend & Transfers 13,398,469

County of Erie General Fund  
Monthly Reconciliation of  
Changes to Fund Balance Appropriated  
001-000990-099500  
As of January 16, 2015

Appropriations from Fund Balance per Excel	(8,557)
Appropriations to Fund Balance per Excel	3,760
Net Appropriations per Excel	<u>(4,797)</u>

Less: Pending Ordinances for Council Approval

Ordinance # of 2015 Supp Approp for Correction of Asst Public Defer	8,557
Ordinance # of 2015 Supp Approp for Supervisor of Custody Concilia	(3,241)

Total Net Pending Ordinances	<u>5,316</u>
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Net change to Fund Balance Appropriated	<u>519</u>
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FMS Budget T Balance	<u>519</u>
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0

County of Erie General Fund  
 Current Budget  
 As of January 16, 2015

DEPT NO	DEPT NAME	ORIGINAL 2015 BUDGET	2015 BUDGET CHANGES	CURRENT 2015 BUDGET
001000	CONCIL & ELECTIONS	1,395,504		1,395,504
001100	COUNTY CONTROLLER	342,060		342,060
001990	COUNTY EXECUTIVE	261,251		261,251
002010	COMM REL ECON DEV	1,052,804		1,052,804
002100	COUNTY SOLICITOR	162,629		162,629
002190	PERSONNEL	302,722		302,722
002300	FINANCE	3,945,441		3,945,441
002400	ADMIN/ OPERATIONS	5,408,822	(519)	5,408,303
002601	HUMAN SRVC SHARED	76,532		76,532
002700	OTH GEN GOVT	8,770,139	65,000	8,835,139
002810	COUNTY TECH DEPT	2,043,399		2,043,399
003000	COURTS	5,230,680		5,230,680
003100	MDJ'S	2,797,090		2,797,090
003200	CLK RECORD	2,813,419		2,813,419
003290	SHERIFF	3,145,193		3,145,193
003390	DISTRICT ATTY	3,070,760		3,070,760
003500	CORONER	663,932		663,932
003600	PUBLIC DEFENDER	1,450,275		1,450,275
004000	ADULT PROBATION	5,285,162		5,285,162
004100	CORRECTIONS	17,461,177		17,461,177
004190	JUVENILE PROBATION	3,295,709		3,295,709
005200	VETERANS AFFAIR	303,636		303,636
009000	GRANTS TO ORGANZ	151,000		151,000
020000	TRANSFERS	26,551,561		26,551,561
	Total	95,980,897	64,481	96,045,378

<p><b>County of Erie</b>  <b>Comparison of Change in Monthly General Fund</b>  <b>Fund Balance Appropriated for the Years</b>  <b>2015 and 2014</b></p>
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**Change in appropriated General Fund fund balance as follows:**

Month	2015	2014
January	519	10,012
February		(99,797)
March		787,236
April		(45,988)
May		(110,372)
June		(1,083)
July		(56,301)
August		(15,733)
September		(5,231)
October		(85,855)
November		(600,000)
December		(469,035)
Total Change in Appropriated Fund Balance Year to Date	519	(692,147)