



CITY COUNCIL

Public Works Committee

Monday, March 21, 2011

Agenda

5:00 p.m.

Committee of the Whole

- 1. Bond Update – M. Vind**
- 2. Renaming of Avenue A**

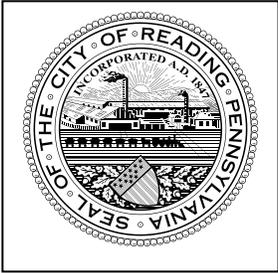
Committee Members: M. Goodman-Hinnershitz Chair, D. Sterner, S. Marmarou

Although Council committee meetings are open to the public, public comment is not permitted. However, citizens are encouraged to attend and observe the committee meetings. Comment from citizens or professionals during the meeting may be solicited on agenda topics via invitation by the Committee Chair.

- I. Memorandum of Understanding - PermaCultivate - F. Denbowski**
- II. Inventory of Lease Agreements (PW11) - C. Jones**
- III. Update Recreation Commission**
- IV. 2011 Budget Follow Up Items**
 - 1. Fleet Services - contract for services to other agencies and municipalities (PW 03)**
 - 2. Seek sponsorships for parks and park maintenance**
 - 3. Consider taking on Met Ed street lights**
 - 4. Need to address \$1.5M for capital repair work to Library over next 3 years**

Follow-up Issues:

- **Stormwater Utility**
- **Recreation Commission**
- **Former Police Academy Building**
- **Establish and Enforce a Utility Cut Program (PW 15)**
- **Fleet Maintenance Contract with Neighboring Municipalities (PW 03)**



CITY COUNCIL

Public Works Committee

***Tuesday, January 18, 2011
Meeting Report***

Committee Members Attending: D. Sterner, M. Goodman-Hinnershitz Chair

Others Attending: S. Katzenmoyer, F. Denbowski, C. Jones, N. Walker, D. Gresh, C. Younger

The Public Works Committee meeting was called to order at 5:05 pm.

Protocol for Traffic Changes

Ms. Goodman-Hinnershitz noted her concern with traffic changes which are made before approved by Council. She stated that the City needs to follow consistent procedures. Mr. Jones stated that he did not realize that Council approval was needed. He stated that he will now include Council approval of all changes.

Ms. Goodman-Hinnershitz described the situation with Klein Ave.

Mr. Sterner questioned if the change went to the Public Works Department first. Mr. Jones stated that it does for City streets. He stated that two stop signs on N. 13th St (at Elm and at Greenwich) were processed by PennDOT and were installed without City review. Mr. Jones stated that he has spoken with PennDOT about this issue and that they will now include City review and Council approval in their process.

Ms. Goodman-Hinnershitz requested a flow chart with timelines for Council's information. Ms. Katzenmoyer requested that when ordinances are placed on the agenda for consideration that all supporting documentation also be submitted.

Mr. Jones noted the problems caused when requests are unfunded. He stated that he will bring changes to this committee prior to asking that they be placed on the Council regular meeting agenda.

Memo of Understanding – Reading Beautification Inc

Ms. Goodman-Hinnershitz requested clarification on MOUs which need Council approval and those which are informational only.

Mr. Denbowski described the relationship between the City Solid Waste office and RBI. He stated that lines have always been blurred and responsibilities shared. He stated that RBI has had space in City Hall in the past and is requesting an office. He stated that RBI is not a typical not-for-profit but is an extension of City government which supports City efforts.

Mr. McMahon arrived.

Mr. Gresh stated that RBI receives grants and donations. Mr. Denbowski stated that RBI is often used as a pass-through for City grant funding.

Ms. Goodman-Hinnershitz stated that the City will be developing many partnerships in the future. She noted the need for consistency. She expressed her support of RBI but noted the need for template language in all MOUs.

Mr. Denbowski noted his hope that RBI would become self-sustaining and reduce dependency on City employees for their efforts. He stated that they will be conducting more clean-ups than the annual Great American Clean-Up and that the executive director could become a community liaison. Mr. Denbowski introduced Nigel Walker RBI Executive Director. Ms. Walker stated that the Great American Clean-Up will be held on April 30.

Ms. Goodman-Hinnershitz questioned how members of the RBI Board were appointed. Mr. Gresh stated that the Board is all volunteer.

Ms. Goodman-Hinnershitz stated that the RBI Board members are not City appointed. Mr. Denbowski stated that the manager of the Solid Waste office is a member/liaison.

Mr. Younger stated that the City must develop policy on groups who may/may not be granted office space in City Hall. Mr. Denbowski stated that RBI has always had office space at either City Hall or 11th & Pike Rec Center. He stated that RBI has been an entity since the City

recycling fund was created and that City staff has always been involved in their operations.

Ms. Goodman-Hinnershitz expressed her belief that past practice is not always good practice. She stated that the RBI Board is not City appointed and that there are City BACs and non-City boards.

Ms. Walker stated that she has been working for RBI for a short time. She stated that she has been focusing on the Great American Clean-Up as RBI has a large role in this event. She noted that Mr. Zolna has been extremely helpful and that RBI needs the City's support to move forward. She expressed her hope that RBI would grow and engage more neighborhood groups.

Mr. Denbowski explained that the City's solid waste fund is a major source of RBI income. He stated that RBI does this work so that City employees can focus on other issues. He stated that these are State mandated programs.

Mr. Sterner expressed his concern that other groups may also feel they deserve office space in City Hall. He suggested that this issue be reviewed by the Law Department before moving forward. Mr. Younger stated that he will review the issue by the end of this week.

Mr. McMahon stated that RBI works only for the City. He stated that it would be impossible for City employees to perform this work. He stated that he is impressed with the work done by RBI.

Mr. Sterner reiterated that the MOU needed legal review.

Ms. Goodman-Hinnershitz expressed her belief that the work done by RBI is invaluable but noted the need for legal review and consistent policy. She used the free parking item included in the MOU as an example as City employees have lost free parking but that the MOU gives the executive director free parking.

Mr. Younger questioned how much space would be used by RBI. Mr. Gresh stated that a small office with desk and phone is all that is necessary. He stated that a computer is not necessary and there will be no access to the City's computer system.

Ms. Goodman-Hinnershitz questioned if Council needed to approve this MOU. Mr. Younger stated that this is a grey area.

Ms. Goodman-Hinnershitz suggested that the relationship between the City and RBI be better explained in the MOU.

Ms. Goodman-Hinnershitz questioned where RBIs cleaning equipment is stored. Mr. Gresh stated that it is stored in a garage at 11th & Elm Sts at a cost of \$50 per month. Mr. Denbowski stated that prior to the garage rental, the equipment was stored at City Hall.

Mr. Denbowski stated that RBI's incorporation papers use City Hall as its official address and that they have use of the City's mail system.

Ms. Goodman-Hinnershitz questioned the next steps. She questioned if RBI could use the space until the MOU issues are resolved. Mr. Younger stated that he would review the issues by the end of this week.

Mr. Jones suggested that Mr. Geffken be consulted to be sure there are no plans for the space being considered for RBI. Mr. Denbowski stated that he has been consulted and there are no immediate plans for this space.

Ms. Goodman-Hinnershitz suggested that RBI use the same protocol for all clean-up events and thanked them for their work. Mr. Gresh thanked the Committee for their time and stated that he would be happy to answer any additional questions.

Memo of Understanding - PermaCultivate

Mr. Denbowski thanked PermaCultivate for running the Martin Luther King Jr Day event at the greenhouse with City youth. He introduced those present representing PermaCultivate – Eron Lloyd, Brian Twyman and Alexis Campbell.

Mr. Lloyd stated that he has been involved in the City for many years. He explained that PermaCultivate is a non-profit agency focused on urban greening and sustainability issues. He stated that this group was formerly called Renue and were involved with community gardens. He noted his hope that a partnership could be formed with the City to operate in City Park.

Ms. Campbell stated that her background is in organic gardening.

Mr. Twyman stated that he is an MSW. He has experience working with Renue and is currently the recycling coordinator for the City and Reading School District.

Ms. Goodman-Hinnershitz requested a report on the greenhouse. Mr. Jones stated that a full time staff member was in the greenhouse for many years. He stated that the position was eliminated two years ago but that Mr. Zeiber is still very active with the greenhouse. He stated that all flowers and plants used in the City planters are grown in the greenhouse. Mr. Denbowski stated that the group Friends of the Greenhouse was active in the past with education programs.

Mr. Lloyd distributed additional information regarding the rose garden and greenhouse which highlighted portions of the City Park Master Plan in regards to these areas. He stated that Reading Roots is a plan for urban farming in City Park. He stated that there would also be programming for youth education. The proposal includes use of currently unused space in the greenhouse and to repurpose the rose garden with items which would be less maintenance intensive. He stated that there would be no maintenance by the City and that the garden would complement the bandshell. He stated that they currently hold \$2 million in liability coverage and are building a partnership with the school district for educational programs. He stated that they will be selling their produce at the Penn St Farmer's Market and hope to begin their plantings as soon as possible.

Ms. Goodman-Hinnershitz stated that she has many questions about the uses.

Mr. Lloyd reviewed the MOU Operation Details section. He stated that all produce would be organically grown. The MOU also indicates that operations can expand beyond City Park to other parkland. He stated that produce will be sold to continue funding for the operation. The group will be meeting with the Redevelopment Authority for use of 1.8 acres at 6th & Canal Sts as their main farm location. He noted that these venues could become locations for eco-tourists.

Mr. Sterner stated that the greenhouse is City owned. He noted that an agreement is necessary. He questioned if Friends of the Greenhouse had/have an agreement. Mr. Denbowski stated that he is not aware of an agreement. He stated that their main focus was fundraising for greenhouse operations. Mr. Jones reminded the Committee that a full time employee was stationed there until two years ago.

Ms. Goodman-Hinnershitz stated that the greenhouse is also used by Berks Urban Greening. She noted the difficulty of growing roses in this climate and questioned better options. Mr. Lloyd stated that there are many options which would bloom from early spring until well into the fall which would be beautiful and require much less maintenance.

Mr. Sterner questioned if there was funding to allow the group to begin now. Mr. Lloyd stated that the group has begun receiving donations. He stated that selling produce at the markets and to local restaurants would also generate revenue. He stated that there are also conversations for a composting service which would provide additional revenue. He stated that the group is looking to be long-term and financially independent.

Ms. Goodman-Hinnershitz questioned the condition of the greenhouse.

Mr. McMahon questioned the disposition of the plants currently inside the greenhouse. Mr. Lloyd suggested selling the plants. Mr. Jones stated that the plants are City owned and suggested that Mr. Zeiber participate in these discussions.

Ms. Goodman-Hinnershitz suggested that a café be opened inside the greenhouse with a tropical theme.

Mr. McMahon stated that he is in support of the project. He noted the value of education for the school district and the possible eco-tourism opportunities. He stated that there is tremendous potential for success.

Ms. Goodman-Hinnershitz stated that this is a very focused plan. She questioned if Council approval was needed. Mr. Younger stated his opinion that Council approval would be needed as this would be a lease agreement.

Mr. Denbowski suggested operating under the MOU for a one year time period while the lease agreement is formalized. He stated that this would give both sides an opportunity to learn from the experience to be sure the lease agreement is accurate. Mr. Lloyd stated that PermaCultivate has no stipulations at this time. He stated that any improvements made to the greenhouse would respect its history and would be closely monitored by Mr. Zeiber. He stated that these items would be removable if necessary.

Ms. Goodman-Hinnershitz stated that City officials change and that the formal agreement would benefit the organization. Mr. Lloyd expressed his preference for City consensus on the project. He stated that the project will be a good model and a strong partnership.

Mr. Denbowski stated that PermaCultivate will be appearing before the Redevelopment Authority tomorrow. He questioned if Council support could be stated at that time. Mr. Sterner stated that the Committee cannot commit to support at this time.

Mr. Younger questioned if Mr. Zeiber was consulted on this MOU. Mr. Lloyd stated that there have been brief discussion but no in-depth information has been shared. Mr. Jones stated that this MOU needs further review.

Ms. Goodman-Hinnershitz stated that the overall plan and MOU must protect the City and its investment. Mr. Lloyd stated that PermaCultivate is willing to make payments to the City once it is financially able.

Ms. Goodman-Hinnershitz suggested that this topic be discussed at the February work session so that all of Council can review the plan and ask questions.

Mr. Jones stated that the farming plan for Canal St may need review by zoning. Mr. Younger and Ms. Katzenmoyer explained that agriculture may not meet the commercial or manufacturing definitions in the Zoning Ordinance. Mr. Jones suggested that the Zoning Administrator become involved in the process.

Ms. Goodman-Hinnershitz expressed her excitement to have an active greenhouse.

Mr. McMahon stated that this project is at no cost to the City.

Inventory of Lease Agreements (PW 11)

Ms. Goodman-Hinnershitz noted the need for a consistent template. Mr. Younger stated that agreements are not one size fits all. Mr. Jones stated that there can be some standard language but each agreement should be adapted to the specific facility and need.

Mr. Younger stated that East Ends AA has stopped making their lease payments. He questioned if he should pursue this with them. Those in attendance stated that collection should be pursued.

Mr. Jones voiced his concern with this building becoming vacant as it will be a target for vandalism in its secluded location. He stated that the City has many leases in addition to those listed for parks and playgrounds.

Mr. Sterner stated that all agreements should be reviewed. Mr. Jones stated that he will work with his staff to compile a list.

Mr. Denbowski stated that he has been working with other groups on new agreements for City facilities. He stated that he will continue to bring them to this Committee for review.

The Public Works Committee adjourned at 7 pm.

Respectfully submitted by
Shelly Katzenmoyer, Deputy City Clerk

Memorandum of Understanding

Between

City of Reading
815 Washington Street
Reading, PA 19601-3615

And

PermaCultivate
556 S. 18th Street
Reading, PA 19606

This MEMORANDUM OF UNDERSTANDING (MoU) is hereby made and entered into by and between The City of Reading, hereinafter referred to as Party A, and PermaCultivate, hereinafter referred to as Party B.

A. PURPOSE:

The purpose of this MoU is to establish mutually acceptable guidelines for the terms of use for the City Greenhouse by Party B. The City Greenhouse, located on Constitution Blvd. in City Park, is owned by Party A and is currently operated and maintained by the Department of Public Works.

In lieu of a formal lease agreement, which both parties intend to pursue with involvement and approval of Council, Party A agrees to provide the necessary authorization, information, and access to the City Greenhouse to Party B for the purposes of establishing a commercial-scale farming operation in one vacant portion of the building with the potential for future expansion into other areas of the building.

The scope of the agreement includes Party A and Party A's departments including the Department of Public Works, as well as Party B and Party B's Reading Roots Urban Farm project.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Party A Mutual Benefits and Interests

Outlined by the 2007 City Park Master Plan¹, the City Greenhouse is “*underused and more public programs should be integrated into the use of the greenhouse*” (p. 14). This MoU benefits Party A by providing an opportunity to execute the following objective in the plan:

“In order to incorporate the Greenhouse into City Park the city should coordinate with local senior citizens groups, the School District, and Master Gardeners groups, and other interested community organizations to develop a greater public involvement in the Greenhouse.” (p. 24)

Additional mutual benefits for Party A include the potential for income generation and cost reduction from a long-term lease of the facility.

Party B Mutual Benefits and Interests

The City Greenhouse is an essential component of Party B’s Reading Roots Urban Farm project. The facility, which is located in close proximity to several educational institutions as well as other partners of Party B, will be utilized for both intensive food production and regular educational programming. Party B will benefit from immediate use of the greenhouse to prepare for and produce food as a vendor at the 2011 Penn Street Market, a city-county initiative related to Party A’s Downtown 20/20 and Main Street Program goals.

C. PARTY B SHALL:

and conduct operations [described in operation overview] in the ^{partial} front area of the building, which includes ~~seven tables and surrounding floor space~~, with respect to Party A’s operations ^{Establish}
two tables in the front and one of the rear tables.

1. Observe established facility operation policies and procedures
2. Observe greenhouse management best practices
3. Reserve the ability to alter the space (described in C1.), within reason, as necessary for effective operation and execution of production plans. If the agreement is cancelled the area must return to the condition that it was before the agreement was enacted.
4. Accommodate space to Party A for Spring planting and other operations as needed
5. ~~Assist in general maintenance and upkeep of the facility, including cleaning and grounds keeping~~
6. Offer regularly scheduled public tours
7. Conduct regular workshops with classes from the school district and other partners
8. Provide Party A with a calendar of planned events and daily operation schedule, including a daily building log for staff and visitors
9. Provide liability insurance of \$2 million to cover general risks associated with Party B’s operation
10. Indemnify Party A from risks directly associated with Party B’s operation

¹ http://www.readingpa.gov/mayor_city_park_master_plan.asp

D. PARTY A SHALL:

1. Conduct operations with respect to Party B's operations
2. Remain responsible for overall facility management and operation
3. Provide Party B necessary authorization and access to the building and building facilities including but not limited to electrical hook-ups, water supplies, and restroom.
4. Provide Party B documentation of all building operation policies and procedures
5. Provide Party B monthly utility cost reports in order to begin tracking usage
6. ~~Provide Party B designated storage space inside and outside the facility~~
7. Provide Party B documentation of scheduled facility use by the City or civic groups and regularly communicate upcoming events
8. Indemnify Party B from risks directly associated with Party A's operation

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts Party B or Party A from participating in similar activities with other public or private agencies, organizations, and individuals.
2. COMMENCEMENT/EXPIRATION/TERMINATION. This MoU takes effect upon the signature of the Party B and Party A and shall remain in effect until a formal lease agreement takes effect. This MoU may be extended or amended upon written request of either the Party B or Party A and the subsequent written concurrence of the other. Either the Party B or Party A may terminate this MoU with a 60-day written notice to the other.
3. RESPONSIBILITIES OF PARTIES. Party B and Party A and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Party B Project Contact

Party A Project Contact

Eron Lloyd

President & Treasurer

Phone: 484-529-9223

Phone:

E-Mail: eron@permacultivate.org

E-Mail:

Party B Administrative Contact

Party A Administrative Contact

Eron Lloyd

President & Treasurer

Phone: 484-529-9223

Phone:

E-Mail: eron@permacultivate.org

E-Mail:

5. NON-FUND OBLIGATING DOCUMENT. Nothing in this MoU shall obligate either the Party B or Party A to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Party B and Party A will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MoU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

6. AUTHORIZED REPRESENTATIVES. By signature below, Party A and Party B certifies that the individuals listed in this document as representatives of the Parties are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument.

Party A

Party B

X

X

DATE:

DATE:

Lease Agreements

<u>Monthly Payments</u>	<u>Location</u>	<u>Amount</u>
East End Athletic Club	Mineral Spring Park Hotel	\$750
Citizens Bank	Tract of land on west side of Centre Ave south of Cathedral St	\$2,008.26
Radio Maintenance	Tract of land on Mt. Penn	\$600
Radio Maintenance	Tract of land on Mt. Penn	% of revenues
 <u>Quarterly</u>		
SOT	Tract of land on Mt. Penn	% of revenues
 <u>Semi-Annually</u>		
Reading Public Library	Billed for telephone lines & Long distance usage	depends on usage
First Energy Stadium	Stadium	\$11,000
 <u>Annually</u>		
Carpenter Technology	Stadium Parking Lot	\$2,050
Comcast	Tract of land in Lower Alsace	\$2,000
WITF	Tract of land on Mt. Penn and WEEU Building	\$1,100
Verizon	Tract of land on Mt. Penn	\$4,900

Expired Leases

Carpenter Technology – expired in 2000 – law office notified several times – bill current year at current rate until new agreement signed

Berks Cable/Time Warner, now Comcast – expired in 1999 – law office notified several times – bill at \$2,000 per year

P & D Partners LP, now Colonial Electric – no new contract with current owner – current owner continues to use City owned parking area – law office notified several times – formerly \$900 per year

Facilities

Egelman Baseball Field	Playground Assn	field rentals, concessions
Camp Lily	Easter Seals	City maintains at no cost
Rotary Park	Reading American Little League	concessions
	Reading Soccer Club	concessions
Angelica Softball Field	Alvernia University	
Baer Park	Reading United Football	concessions

City Park	Inner-City Boxing	
Centre Park	Blacktop Basketball	concessions
Hillside	Historic District	events
	Playground Assn	bingo, concessions, holiday
		lights
Keffer Park	Playground Assn	bingo
6 th & Amity	Playground Assn	events
11 th & Pike	Violence Prevention	building use
	Rising Sun AA	storage, concessions
Pendora Park	Reading Softball Assn	
	Roberto Clemente Baseball League	
	Reading Rugby	
	Reading/Muhlenberg Fall Softball League	
	Reading Junior Legion	
	Reading/Berks Business Softball	
	Berkshire Baseball	

*Reading School District uses Baer Park, Pendora Park, 3rd & Spruce, and Northmont baseball fields – no current agreement in place

*City uses Thomas Ford, 13th & Union, Northwest Elementary, Riverside, Southern – school application process followed