



CITY COUNCIL

Standards of Living Committee

Monday, June 15, 2015
Meeting Report

Committee Members Attending: D. Sterner, C. Daubert (Co-Chair), S. Marmarou

Others Attending: S. Katzenmoyer, F. Denbowski, R. Johnson

The meeting was called to order at 5:02 pm by Mr. Daubert.

I. Update Implementation of New Zoning Backlog Process

No one was present to provide an update.

Mr. Daubert requested that this issue not be listed for discussion until there is real progress made on the backlog. The Committee agreed.

(Note: no progress is being made unless pushed forward by Council.)

II. Agreements with Organizations that Utilize City Facilities

Mr. Daubert stated that there were no representatives from the organizations present.

- East Ends

Ms. Katzenmoyer stated that this agreement expired in 2012. She stated that they have not been making their payments to the City. Mr. Johnson agreed that they are very behind financially.

Mr. Sterner stated that this issue was left go for too long. He stated that it needs to be addressed.

Mr. Daubert requested background as he was not on Council when this was discussed in the past. Mr. Marmarou stated that it is a private club located on City property. He stated that the club has been having financial difficulties.

Mr. Sterner noted that this should be a priority. He suggested that it be addressed through the legal office and that the property be torn down if there is no other use for it. Mr. Johnson expressed the belief that the property has historic value and cannot be demolished. He agreed that it is in very bad condition. He stated that he will follow up with Mr. Coleman.

- Baer Park

Mr. Marmarou stated that the fieldhouse cannot be used by anyone using the baseball field and that this is where the restrooms are located. He stated that a concession stand could also be operated there if access is granted.

Ms. Katzenmoyer stated that she has been unable to locate an agreement for the fieldhouse. She suggested that it was an oral agreement with a former administration.

Mr. Denbowski questioned if MOUs from former administrations are valid after the change in an administration. He suggested that it may no longer be valid and it is unknown if an MOU was executed.

Mr. Sterner stated that a third party should not have total control of a facility. Mr. Denbowski stated that Mr. Coleman is working on this.

Mr. Sterner suggested that the Rec Commission and Mr. Coleman continue working on this and that it should be a priority. He stated that concessions could be fundraising for the Commission.

Mr. Denbowski stated that there are many issues with his fieldhouse. Mr. Johnson stated that he will work with Mr. Coleman.

Mr. Sterner stated that this is a great park that is heavily used by the community. He stated that the fieldhouse use is dysfunctional and the community needs access.

Mr. Johnson apologized for being unprepared for these discussions.

- Greenhouse in City Park

Mr. Marmarou suggested that a private business is operating in the greenhouse.

Mr. Johnson stated that Alvernia uses the greenhouse for plantings. He stated that PermaCultivate has educated the public on aquaponics.

Ms. Katzenmoyer stated that there is an MOU on file that is not executed or dated.

Mr. Sterner noted the need to update the agreement.

Mr. Denbowski noted the need for standard language.

Mr. Sterner stated that the agreements should not be MOUs but should be lease agreements approved by Council. Mr. Denbowski agreed as there are many legal implications.

Mr. Daubert requested clarification on the MOU being void at the end of an administration. Ms. Katzenmoyer stated that she will seek a legal opinion. *(Note: Mr. Coleman stated that they are not null and will carry forward through transition.)*

- Fire Tower

Mr. Denbowski stated that former Mayor McMahan was working on an agreement with Pagoda Skyline for the fire tower but that it was not finalized. He noted the need to revisit this issue.

Mr. Marmarou expressed the belief that the portion of the grounds containing the foundation from the Tower Hotel is not City owned and is not located in the City. He relayed a story about a crime he investigated in that area that should have been addressed by Alsace Township.

Mr. Sterner noted the need to move all these agreements forward as they have gone unfinished for too long.

Mr. Daubert requested that a representative from the groups be present for future discussions.

Mr. Sterner asked that this committee review the draft lease agreements and that a group rep should also attend.

The Committee suggested this prioritization:

- Baer Park fieldhouse
- East Ends
- Greenhouse
- Fire Tower

III. Updates

- UGI Meter Relocation

Mr. Daubert stated that nothing ever changes with this topic. He described a situation at a local business where children are constantly playing on the meter.

Mr. Johnson stated that a meeting was held this afternoon that included the Mayor, himself, Building and Trades, Legal and HARB. He stated that he will provide a meaningful update to the Committee at their next meeting.

Mr. Marmarou stated that if a child is injured on a meter the City will be sued. Ms. Katzenmoyer agreed and stated that the homeowner will also be held responsible.

Mr. Johnson stated that if Building and Trades is notified about an inappropriate installation the City can order it be relocated.

- SALDO

Ms. Katzenmoyer suggested that this be removed from the agenda. She expressed the belief that it will be done after the Comprehensive Plan and Zoning Ordinance are complete. She stated that it is not logical to do it now and then again in a short time.

- Agreements with Playground Assns & Other Organizations

Mr. Denbowski explained that the Hillside Playground Assn has folded. He stated that there are questions about whether their possessions and funds revert to the City or the Rec Commission. He noted the need for agreements with playground associations.

Mr. Sterner recommended that their possessions and funds be turned over to the Rec Commission. He stated that the playground association worked to benefit the children in the neighborhood, not the City.

Mr. Denbowski suggested that the playground association can determine how the funds are used. He stated that he would personally recommend they be used to benefit the youth.

Mr. Sterner questioned if this was an administrative or Council function. Mr. Denbowski stated that this is another legal issue. He stated that there is no written agreement. He noted the value of the Christmas decorations.

Mr. Sterner stated that Hillside has a playground leader funded by the Rec Commission. He suggested that the funds be used for this program.

Mr. Daubert suggested that the playground association decide.

Mr. Twyman arrived at this time.

Mr. Sterner again noted his preference that the funds go to the Rec Commission. He suggested that the Rec Commission work to preserve the Hillside holiday display.

Mr. Denbowski questioned who would facilitate the transition. He stated that the Rec Commission works closely with recreation issues. Mr. Sterner stated that this is a legal issue. He stated that this topic has been on the agenda for 2 – 3 years and that it is time to complete it.

Mr. Marmarou also noted his preference that the funds go to the Rec Commission.

Mr. Denbowski noted the need for the City to set the agreement terms. He stated that this is City property. He noted that it is time to revisit this issue.

IV. PermaCultivate - Greenhouse

Mr. Daubert questioned if Mr. Twyman had a copy of the terms of the MOU. Mr. Twyman distributed an undated, unexecuted MOU. He explained that when the MOU was drafted a lease agreement was not needed. He stated that he would be happy to cooperate with the City to update the agreement.

Mr. Twyman stated that PermaCultivate is very happy at the greenhouse. He stated that approximately 2,000 people have toured the facility since it is operational. He stated that they continue to engage the Reading School District and local non-profits.

Mr. Twyman explained that this use was tied to the City Park Master Plan which called for use of the greenhouse. He stated that this occurred at the same time the Conservancy announced that it would be leaving its facility in City Park.

Mr. Twyman stated that PermaCultivate volunteered to supply the plants for the downtown planters. He invited Council members to tour the facility.

Mr. Twyman stated that PermaCultivate has been a steward to the community. He noted their recent work with Jim Reber to beautify the monuments in veteran's grove. He stated that work will begin soon and that the work has been approved by Public Works.

Mr. Marmarou questioned what is done with the funds earned by the project. Mr. Twyman stated that there are no excess funds. He stated that some plants are sold at the farmers market. He stated that they pay consultant fees and that funds are received mostly by donation.

Mr. Sterner questioned how funds were raised at the greenhouse in the past. Mr. Marmarou stated that there were poinsettia sales. Mr. Twyman agreed and stated that Friends of the Greenhouse held poinsettia sales for many years as a fundraiser. He stated that they were also sponsored by National Penn Bank. He stated that this is very difficult work and that he is not trained in horticulture.

Mr. Marmarou stated that in the past the park was maintained by a groundskeeper.

Mr. Twyman stated that PermaCultivate also assists with the maintenance of the rose garden.

Mr. Daubert stated that he has toured the facility. He questioned if the tilapia are being sold. Mr. Twyman stated that there aren't enough to sell. He stated that the group is not marketing the tilapia. He stated that he does not go there during City hours. He stated that PermaCultivate is in a transition period and that there will be a change of direction. He stated that plant sales will never sustain the operations. He explained that most of the labor is volunteer but there are two staff positions. He stated that Public Works has always been very cooperative.

Mr. Daubert questioned if there were partnerships with local eateries. Mr. Twyman stated that there was a partnership with Sofrito's for lettuce for a short time.

Mr. Daubert suggested that a lease agreement be finalized by December 2015. Mr. Twyman stated that this is possible. He stated that the group does carry liability insurance.

Mr. Marmarou questioned the bomb shelter. Mr. Twyman stated that he was inside once. He stated that it is full of mold. He stated that PermaCultivate was hoping to grow mushrooms inside but that it would take too much work to prepare.

Mr. Johnson questioned if there was an executed MOU. Mr. Twyman stated that there is not.

The meeting adjourned at 5:54 pm.

Respectfully submitted,
Shelly Katzenmoyer
Deputy City Clerk