



City of Keene
New Hampshire

**FINANCE, ORGANIZATION
AND PERSONNEL COMMITTEE
AGENDA
Council Chambers B
April 25, 2019
6:30 PM**

Mitchell H. Greenwald
Carl B. Jacobs
Terry M. Clark
Thomas F. Powers
Bettina A. Chadbourne

1. Acceptance of Donation - Sumner Knight Chapel - Parks, Recreation and Facilities Department
2. HG Johnson Real Estate - Fee Agreement - 560 Main Street - Froling Energy
3. Subdivision and sale of a portion of 560 Main Street
4. Ed and Kathleen (Kennedy) Burke - Beauregard Trust Property and 0 Chapman Road
5. Relating to the Human Rights Committee
Ordinance O-2019-08

MORE TIME ITEMS:

- A. Toby Tousley - Request to Purchase City Property - Adjacent to Bicycle/Pedestrian Path - 160 Emerald Street
- B. Appropriation of Funds for Drummer Hill Water Tank and Pump Station Replacement
Resolution R-2019-06
Resolution R-2019-07

Non Public Session
Adjournment



City of Keene, N.H.
Transmittal Form

April 23, 2019

TO: Finance, Organization and Personnel Committee

FROM: Andy Bohannon, Parks, Recreation and Facilities Director

THROUGH: Elizabeth A. Dragon, City Manager

ITEM: 1.

SUBJECT: Acceptance of Donation - Sumner Knight Chapel - Parks, Recreation and Facilities Department

RECOMMENDATION:

Move that the Finance, Organization and Personnel Committee recommend that the City Manager be authorized to do all things necessary to accept the donation of \$161.00 and that the monies be used for the upkeep of the Sumner Knight Chapel.

BACKGROUND:

A non-denominational Easter Sunrise Service has become an annual event at the Sumner Knight Chapel in Woodland Northeast Division Cemetery. Local citizens gather together and present a short service. At the service, attendees are given the opportunity to donate towards the upkeep of the chapel. The 2019 donation was \$161.00.



Transmittal Form

April 16, 2019

TO: Mayor and Keene City Council

FROM: Greg Johnson, HG Johnson Real Estate

THROUGH: Patricia A. Little, City Clerk

ITEM: 2.

SUBJECT: HG Johnson Real Estate - Fee Agreement - 560 Main Street - Froling Energy

COUNCIL ACTION:

In City Council April 18, 2019.

Referred to the Finance, Organization and Personnel Committee.

ATTACHMENTS:

Description

Communication _Johnson

BACKGROUND:

Greg Johnson is requesting that the fee agreement for his real estate services relating to Froling Energy and the sale of 560 Main Street be executed.

April 16, 2019

TO: Honorable Mayor and Keene City Council

FROM: H. Gregory Johnson / HG Johnson Real Estate

RE: Real Estate Fee Agreement / Froling Energy / City of Keene, NH / 560 Main St. land.

I was informed by the Keene City Manager to submit this letter to the mayor and council in regards to having the "Fee Agreement" executed by the proper city officials for our real estate services relating to Froling Energy of Peterborough, NH and the City of Keene on the sale of 560 Main St., a tract of land.

The attached "Fee Agreement" was delivered to H. Gregory Johnson at the initial meeting of the parties by Ms. Elizabeth Dragon, Keene City Manager on October 12, 2018 at the first meeting held at HG Johnson Real Estate offices at 17 Elm St in Keene between the buyer and seller.

HG Johnson Real Estate is pleased to have participated in providing professional services to initiate and assist in bringing this transaction to this point of negotiations between the parties.

Please advise if you have any questions or need further information.

Respectfully,


H.Gregory Johnson

HG Johnson Real Estate

17 Elm St. MacMillin Building

Suite D-4

Keene, NH 03431

In City Council April 18, 2019.
Referred to the Finance, Organization
and Personnel Committee.



City Clerk

Draft

**FACILITATION FEE AGREEMENT
(SALE)**

Date: _____

THIS AGREEMENT by the parties as stated below concerns the following property:

Street Address: 560 MAIN ST., KEENE, NH ;
description LAND ; recorded in the Cheshire County Registry of
Deeds Book __, page __ ("Property").

In consideration of the mutual covenants and agreements herein contained, the undersigned Seller and the undersigned Broker agree as follows:

1. The Seller engages the Broker to act as Facilitator between Seller and Buyer in the sale of the above referenced Property as defined by RSA 331-A. Seller hereby acknowledges and understands that the Broker will provide customer level service to the Seller, does not represent the Seller, and has no duty to hold confidential any information provided by the Seller unless required by law, regulation, or other agreement of the parties. This Agreement shall not create an agency relationship between the Broker and the Seller, and, as such, the Seller shall not be liable for the acts of the Broker. Broker shall not act as agent for the Buyer unless specifically disclosed to Seller in writing.
2. The Broker agrees to use reasonable efforts to procure a ready, willing, and able Buyer of the Property in accordance with the price, terms, and conditions of this Agreement. The Broker will assist in communication between a prospective Buyer and Seller so that they may bring about a mutually agreeable transaction.
3. The Broker acting as the Facilitator will not advocate for the interest of either party, unless otherwise indicated, and is not required to offer opinions regarding value, negotiation strategy or matters directly related to the sale or regarding either parties financial interests. The Facilitator will disclose information as required by law and account for funds.
4. The Broker will be compensated as follows: 3% of the final sales price due and payable upon the transfer of title.
5. This Agreement may be terminated by either the Seller or the Broker at any time with prior written notice to the other. In the event the Seller terminates the Agreement, the Broker will have seven days from the termination notice date to notify the Seller in writing of the names of the potential buyers the Broker introduced to the Property. In the event the Seller terminates this Agreement and enters into a contract for sale of the Property with one of the named Buyer(s) introduced by the Broker within six (6) months of the termination of the Agreement, the Broker will have been deemed to have earned the fee contemplated in paragraph 4; provided, however, that Seller reserves the right to continue its own efforts to sell the Property to Buyers not introduced to Seller by the Broker, in which sale event no fee shall be payable to Broker.

6. Notwithstanding any other provision in this Agreement to the contrary, any sale of the Property is subject to, and conditioned on, the final approval of the sale by the City Council for the City of Keene.

7. This Agreement shall be governed and construed by the laws of the State of New Hampshire.

The Seller and the Broker have hereunto set their hands and acknowledge receipt of an executed copy of this Agreement.

Broker: HG Johnson Real Estate

By _____
(Broker's Signature), duly authorized

Seller: City Of Keene

By _____
(Seller's Signature), duly authorized



City of Keene, N.H.
Transmittal Form

April 22, 2019

TO: Finance, Organization and Personnel Committee

FROM: Elizabeth A. Dragon, City Manager

ITEM: 3.

SUBJECT: Subdivision and sale of a portion of 560 Main Street

RECOMMENDATION:

Move that the Finance, Organization and Personnel Committee recommend that the City Manager be authorized to do all things necessary to execute a subdivision and sale of a portion of City owned property located at 560 Main Street to 560 Main Street LLC for the agreed upon price of \$250,000.

BACKGROUND:

On February 28, 2019, The Finance, Organization and Personnel Committee authorized the City Manager to negotiate the sale and subdivision of a portion of 560 Main Street.

The property would be used to relocate Mr. Froling's rapidly growing business to Keene.

Mr. Froling owns and operates Froling Energy in Peterborough. His business is a full-service biomass boiler systems contractor specializing in the installation of wood chip and wood pellet boiler systems. They are outgrowing the property they currently lease. The first phase would be to construct a facility so that Froling Energy could process wood chips and turn them into a fuel source. Mr. Froling's second phase includes the construction of an office area and boiler showroom. The property is zoned industrial

The agreed upon sales price is \$250,000. This price is discounted to recognize that this is a brownsfield site, which carries with it additional long term expense. The price is also discounted to recognize the city's continued use of the parcel in the rear through a shared easement.

The property is currently being surveyed by Mr. Froling. The portion of the property being transferred is approximately 9 acres. Only the front portion of the property is being sold (see attached map). The remaining portion of the parcel, including the liquid disposal site, is being retained. Currently the Public Works department uses the parcel for various activities such as material storage, snow dumping, and it is the location of the city's salt shed.

The City's salt shed is located on the portion of the parcel being sold. Mr. Froling has agreed to allow the salt shed to remain for a period not to exceed three years. This will allow the City time to budget for and construct a salt shed in a new location.



Transmittal Form

April 16, 2019

TO: Mayor and Keene City Council

FROM: Ed and Kathleen (Kennedy) Burke

THROUGH: Patricia A. Little, City Clerk

ITEM: 4.

SUBJECT: Ed and Kathleen (Kennedy) Burke - Beauregard Trust Property and 0 Chapman Road

COUNCIL ACTION:

In City Council April 18, 2019.

Referred to the Finance, Organization and Personnel Committee.

ATTACHMENTS:

Description

Communication_Kennedy_Burke

BACKGROUND:

Ed and Kathleen (Kennedy) Burke are writing about the City's proposed purchase of a 27 acre parcel of property owned by the Beauregard Trust. In particular, they are concerned over public access to this property and whether there would be any negative impact to their parcel located at 56 Chapman Road. To mitigate their concerns, the Burkes would like to purchase the 50 foot wide corridor that is adjacent to their property line and merge it with their current property.

Honorable Mayor and City Council

City Hall

3 Washington Street

Keene, NH 03431

April 16, 2019

Re: Beauregard Trust property; 0 Chapman Road

Dear Mayor and Council:

We are writing about the City's proposed purchase of the 27 acre lot off Chapman Road that is now owned by the Beauregard Trust.

The property abuts our home at 56 Chapman Road, both on our eastern lot line for about 280 feet, as well as on our northern line for a bit over 500 feet. It is with respect to the latter that we express our concerns here. That line marks one side of a fifty foot wide corridor that appears as Lot 4B on the subdivision plan that also created three building lots. We are Lot 4C. (4D has the Segal home on it and the other, 4A, is unimproved but for sale.)

It would appear to us that Lot 4B, listed as .59 acres, was created to maintain access from Chapman Road to the 27 acre piece, which might otherwise be left landlocked. Our concern is that the subdivision plan provides for access to the 27 acre parcel via the shared private driveway that is sometimes referred to as Lilac Lane. If the City buys the property, we are concerned that the general public might then be entitled to use our driveway to access the larger piece (which lot would merge, presumably, with other City-owned land on Beech Hill, and which might have access from Woodside Avenue). We have some anxiety about the prospect of people or vehicles travelling so close to our yard, not to mention the impact on our property value. The Segals would also be impacted by foot and auto traffic on Lilac Lane.

To be clear, we think the idea of the City picking up the 27 acres is a good one. We just want to know that our concerns will be considered. In this regard, we are interested in purchasing Lot 4B from the City and merging it with our houselot, leaving only one lot of record.

We look forward to discussing the matter further with City staff.

Thank you.


Ed and Kathleen (Kennedy) Burke



56 Chapman Road

352-6168

In City Council April 18, 2019.
Referred to the Finance, Organization
and Personnel Committee.


City Clerk



City of Keene, N.H.
Transmittal Form

April 16, 2019

TO: Mayor and Keene City Council

FROM: Mayor Kendall W. Lane

ITEM: 5.

SUBJECT: Relating to the Human Rights Committee

COUNCIL ACTION:

In City Council April 18, 2019.

Referred to the Finance, Organization and Personnel Committee.

RECOMMENDATION:

To refer Ordinance O-2019-08 to the Finance, Organization and Personnel Committee for its review and recommendation.

ATTACHMENTS:

Description

Ordinance O-2019-08

BACKGROUND:

Ordinance O-2019-08 changes the title of the Martin Luther King, Jr./Jonathan Daniels Committee to the Human Rights Committee and updates its charge to be more inclusive and universal in the City's approach to creating a more welcoming community.



CITY OF KEENE

Ordinance O-2019-08

In the Year of Our Lord Two Thousand and~~Nineteen~~.....

AN ORDINANCE~~Relating to the Human Rights Committee~~.....

Be it ordained by the City Council of the City of Keene, as follows:

That the Ordinances of the City of Keene, as amended, are hereby further amended by deleting Division 14 “Martin Luther King Jr./Jonathan Daniels Committee” in its entirety of Article V “Boards and Commissions” of Chapter 2 entitled “Administration” and inserting in its place a new Division 14, to be titled “Human Rights Committee” as follows

DIVISION 14. – HUMAN RIGHTS COMMITTEE

Sec. 2-991. - Membership.

The human rights committee shall consist of nine regular members who have a demonstrated interest in the purpose of the committee. One member shall be an educator, and one member shall be an ex-officio member representing the Keene Public Library.

Sec. 2-992. - Terms.

All members of the human rights committee shall have three-year terms.

Sec. 2-993. – Purpose.

The human rights committee exists to promote the principles of social justice, non-violence, equity, diversity, inclusion, and multiculturalism through educational programs, community service and public events.

Sec. 2-994. – Powers and duties

The human rights committee shall have the following powers and duties:

- To celebrate and honor the significance of the lives of Martin Luther King, Jr. and Jonathan Daniels;
- To promote the principles of social justice, non-violence, equity, and multiculturalism through education programs, community service and public events;
- To encourage the elimination of barriers, which may exist within the Keene community that discourage a more diverse and inclusive community.
- To reassure and support under-represented groups who may feel unwelcome in Keene.
- To educate the community on the advantages of a more diverse and inclusive community.
- The committee is authorized to conduct fundraising events to further its goals. All gifts and donations presented to the human rights committee shall be formally accepted by the city council.

Kendall W. Lane, Mayor

In City Council April 18, 2019.
Referred to the Finance, Organization
and Personnel Committee.


City Clerk