



City of Keene
New Hampshire

**FINANCE, ORGANIZATION
AND PERSONNEL COMMITTEE
AGENDA
Council Chambers B
November 12, 2020
6:30 PM**

Thomas F. Powers, Chair
Stephen L. Hooper, Vice Chair
Terry M. Clark
Michael J. Remy
Raleigh C. Ormerod

-
1. Acceptance of Kiwanis Club Decorative Lighting - Public Works/Emergency Management Director
 2. Tax Deeds for Unpaid 2017 Property Taxes - Revenue Collector
 3. Third Amendment to Municipal Services Agreement with KSC - City Manager
 4. Relating to the Acceptance of Funds from Keene State College
Resolution R-2020-39
 5. Transfer of Funds Within General Fund Operating Budget - Finance Director

Non Public Session
Adjournment

Due to the COVID-2019 State of Emergency, the Finance, Organization and Personnel Committee will be holding its meeting remotely using the web-based program, Zoom. Members of the public will be able to access this public meeting through a variety of options, described below. If you encounter any issues accessing this meeting, please call 603-757-0622 during the meeting. To access the meeting online navigate to Zoom.us and enter the Webinar ID # 870 9475 5553. To listen via telephone call 877-853-5257 and enter the Meeting ID: #870 9475 5553. When the meeting is open for public comment, callers may press *9 if interested in commenting or asking questions.



City of Keene
Transmittal Form

November 6, 2020

TO: Finance, Organization and Personnel Committee

FROM: Kurt D. Blomquist, PE, Public Works Director/Emergency Management Director

THROUGH: Elizabeth A. Dragon, City Manager

ITEM: 1.

SUBJECT: Acceptance of Kiwanis Club Decorative Lighting - Public Works/Emergency Management Director

RECOMMENDATION:

Move the Finance, Organization, and Personnel Committee recommend that the City Manager be authorized to do all things necessary to accept decorative lights and associated apparatus placed on decorative light poles located on Main Street from the Keene Kiwanis Club.

BACKGROUND:

The Keene Kiwanis Club is a long time sponsor of the Tree Lighting Festival in the downtown. As part of the event, the Kiwanis Club decorates the light poles in the median of Main Street from Central Square to the Main Street/Marlboro Street/Winchester Street Roundabout. Typically the Kiwanis Club hangs the lights prior to the Tree Lighting Festival and they remain lighted through early to mid-February of each year. The lights are then removed in the spring.

During the discussions of the Tree Lighting Festival in August 2019 the Kiwanis Club proposed that the lights remain lighted and in place all year. They also proposed that the City take over responsibility of the lights. The Committee placed this proposal on more time for discussions between staff and the Kiwanis Club.

A proposal was brought back to the City Council in December 2019 that the Kiwanis would leave the lights installed on the City owned light poles and the Kiwanis Club would be responsible for the maintenance of the lights for a year. At the end of the year the City Council would consider accepting the lights from the Kiwanis Club. This was approved by the City Council on December 19, 2019

A year has just about gone by. The Public Works Department has not received any complaints on the lights. There have been several incidents that light poles and lights were damage either from vehicle accidents or vandalism. Kiwanis Club is aware that by the City accepting the lights they become City property and the City can do with them what it desires. This includes and is not limited to committing to whether they will continue to remain lighted all year, that some or all the lights may be relocated or removed, and as the light strings fail they may not be replaced.



City of Keene
Transmittal Form

November 6, 2020

TO: Finance, Organization and Personnel Committee

FROM: Mary Alther, Revenue Collector

THROUGH: Elizabeth A. Dragon, City Manager, and Merri Howe, Finance Director

ITEM: 2.

SUBJECT: Tax Deeds for Unpaid 2017 Property Taxes - Revenue Collector

RECOMMENDATION:

The Finance, Organization and Personnel Committee refer the recommendations for the attached properties that are eligible for tax deed for unpaid 2017 property taxes to the City Council.

ATTACHMENTS:

Description

Waiver_Deed List

BACKGROUND:

The tax collector must execute the deed unless the City Council directs the collector to waive that process. A waiver is appropriate in certain circumstances that include:

- taking deed to the property would subject the City to potential liability that might result from an environmental impairment of the property in question;
- taking deed to the property would expose the City to undesirable obligations or liability risks including obligations under real estate covenants or obligations to tenants;
- taking deed to the property would for any other reason be contrary to the public interest.

The Deed Waiver will authorize the City Manager to sign deed waivers on the ten properties that are listed providing additional time for payment of the taxes, interest and costs outstanding. This action would extend the deadline for payment of the outstanding taxes until February 26th, 2021. Following this deadline, staff will review the status of any accounts with outstanding 2017 property taxes and advance additional recommendations.

The recommendation for Deeding will authorize the Revenue Collector to deed the two listed properties. The properties for deeding do not have payment plans or have broken the plans and after several notices phone calls and email have not shown that the taxes will be paid.

There are three additional properties that are in bankruptcy and cannot be deeded.

CITY OF KEENE NEW HAMPSHIRE

FINANCE DEPARTMENT

DATE: November 05,2020

TO: Finance, Organization & Personnel Committee

THROUGH: Elizabeth Dragon, City Manager
Merri Howe, Finance Director

FROM: Mary Alther, Revenue Collector

RE: Tax deeds for unpaid 2017property taxes

For the following (15) properties city staff is recommending to waive deeding and return after February 26, 2021 with additional recommendations after review of the status of the accounts.

| <u>Owner</u> | <u>Address</u> | <u>Map & Lot</u> | <u>Property Type</u> |
|-------------------------------|--------------------|----------------------|----------------------|
| Yelin Daniel | 18 Algonquin Drive | 1010180000000000 | Single Family |
| Mcbreairty Erica | 37 Greenwood Ave. | 1190090000000000 | Single Family |
| Tsohonis Michele Walker Parks | 71 Oriole Ave. | 219001000069000 | Manufactured Housing |
| Williams Debra J | 17 Chickadee Court | 219001000249000 | Manufactured Housing |
| Rivers Jason | 57 Starling St. | 219001000370000 | Manufactured Housing |
| Thomas Heather | 792 Court St. | 219002000007060 | Condominium |
| Robinson Frank Estate Of | 4 Schult St. | 242008000204000 | Manufactured Housing |
| Ollikkala Glenda | 14 Schult St. | 242008000214000 | Manufactured Housing |
| Patnaude Michael | 723 Marlboro Road | 2480030000000000 | Single Family |
| Labrie Kevin | 493 Elm St. | 5150260000000000 | Single Family |
| Cornell Bradford | 399 Elm St. | 5300220000000000 | Single Family |
| Fallon Sandra Estate Of | 280 Elm St. | 5360880000000000 | Single Family |
| Nuzzo Diane | 329 Park Ave | 5390870000000000 | Single Family |
| Lowe Christopher | 92 Beaver St. | 5530460000000000 | Single Family |
| Lortie Leonard M & Lisa A | 163 Island St. | 5920250000000000 | Single Family |

For the following properties city staff is recommending to take deed.

| | | | |
|--------------------|------------|------------------|---------------|
| Strassenburg Gary | 62 Elm St. | 5540240000000000 | Single Family |
| White Robert et al | 0 Route 9 | 2150050000000000 | Land |



City of Keene
Transmittal Form

November 6, 2020

TO: Finance, Organization and Personnel Committee

FROM: Elizabeth A. Dragon, City Manager

ITEM: 3.

SUBJECT: Third Amendment to Municipal Services Agreement with KSC - City Manager

RECOMMENDATION:

Move that the Finance, Organization and Personnel Committee recommend to the City Council that the attached Third Amendment to the Municipal Services Agreement between the City of Keene and Keene State College be forwarded with a recommendation that City Manager be authorized to execute the amendment.

ATTACHMENTS:

Description

Amendment to Municipal Services Agreement

BACKGROUND:

In March 2015, the City and Keene State College entered into Municipal Services Agreement relative to the cost of life safety services provided to the College by the City. The term of the agreement expired on June 30, 2019. Due to time constraints attributable to budget matters a successor agreement has not been negotiated. It is requested that a one (1) year extension be granted to June 30, 2020, to allow time for the negotiation of a new agreement.

Unfortunately, due to the COVID-19 crisis, a successor agreement has not yet been negotiated. Given the unknowns of our current situation, another one-year extension for the term of the agreement was granted until June 30, 2021.

This is the third amendment to the municipal services agreement. It also expires on June 30, 2021. This amendment articulates a 50/50 funding split for the City and the College as it relates to the part time employee contract work to be performed in support of the new Social Host Ordinance. The part time position will be handled through a temporary employment contract. This will allow us time to evaluate the demand for this position and the potential additional ways we can align duties with KSC. Utilizing a temporary contract provides time for us to determine if and how it should be added to the city's schedule of part-time and full-time positions.

The adoption of the Social Host ordinance creates a new program at the City. This position is an integral part of this program. It provides the administrative support necessary to track and monitor activity in neighborhoods. The position provides the crucial follow up between the city, college, students, landlords and property owners that is needed. Keene State College has made changes to their code of conduct policy this year prompted by Covid 19. The policies hold students accountable for both on and off campus behavior. This ordinance and shared position allows the City and College to work together more effectively to address quality of life issues in our neighborhoods.

The goal of this program goes beyond enforcement. It is about enhancing our community partnerships and building collaboration which will allow us to create a more effective response plan.

A separate resolution to both accept the funds and appropriate the funds in the budget for this purpose will follow.

THIRD AMENDMENT TO MUNICIPAL SERVICES AGREEMENT

WHEREAS, **CITY OF KEENE** (the "City") and **KEENE STATE COLLEGE** (the "College") entered into a Municipal Services Agreement dated March 19, 2015 ("Agreement"), relative to the costs of life safety services provided to the College by the City; and

WHEREAS, the original Agreement between the parties was for a term of five (5) years, ending on June 30, 2019; and

WHEREAS, the parties entered into a First Amendment extending the term of the Agreement to June 30, 2020; and

WHEREAS, the parties entered into a Second Amendment to extend the term of the Agreement for one (1) additional year ending on June 30, 2021; and

WHEREAS, the parties wish to further amend the Municipal Services Agreement to include the sharing of the cost to the City of a City employee to provide job related services beneficial to both the City and to the College.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and the College agree as follows:

1. To amend the Agreement by inserting after Paragraph 4 the following new sub-paragraphs:

4(a). The City shall hire as a part-time City employee a qualified individual under the job title "Community Liaison Specialist" ("Community Specialist"), and who shall perform services in accordance with the Job Description, which is attached hereto and incorporated by reference herein. It is anticipated that the Community Specialist will work approximately 20 hours per week, subject to any further agreement between the parties.

4(b). The City and the College shall share equally, on a 50% basis, the cost and approved job related expenses (if any) incurred by the City to employ the Community Specialist, which is anticipated to be at the hourly rate of \$28.52, plus the cost of employer required withholdings and related expenses (e.g., FICA, FUTA, Workers Compensation,) for an annualized amount of approximately \$29,824.00. The parties understand that the Community Specialist will not be entitled to employment benefits from the City except for payroll deductions and benefits required by law.

4(c). On or before the Effective Date of this Amendment as defined below, the College shall deposit with the City the initial amount of \$7,500.00 ("Initial Amount"), which represents approximately 50% of the cost share for the Community Specialist for six months, commencing on the Effective Date, and terminating on June 30, 2021 ("Termination Date"), unless extended upon further written agreement by the parties. The parties agree to revise the actual cost share between them, to either increase or to decrease the share as may be appropriate, calculated as of the Termination Date. To the extent that a refund of any portion of the Initial Amount

is then due to the College, or the College is required to pay more than the Initial Amount to the City, the payment adjustment shall be made within 30 days after the Termination Date. The City shall provide a periodic accounting to the College of the cost of the Community Specialist upon request.

4(d). Notwithstanding the cost share between the City and the College for the position, the Community Specialist shall be deemed to be in the employment of the City for all employment related purposes, both at law and with respect to all City employment policies and procedures applicable to the position.

2. All other provisions of said Agreement shall remain in effect and be binding on the parties hereto.

IN WITNESS WHEREOF, the City and the College have signed this Third Amendment to Municipal Services Agreement between the City of Keene and Keene State College on this the ____ day of _____, 2020, in duplicate, with an **Effective Date** of January 1, 2021.

CITY OF KEENE

Witness

By: _____
Elizabeth A. Dragon, City Manager
Duly authorized

KEENE STATE COLLEGE

Witness

B: _____
Dr. Melinda Treadwell, President
Duly authorized



City of Keene
Transmittal Form

November 3, 2020

TO: Mayor and Keene City Council

FROM: Merri Howe, Finance Director

THROUGH: Elizabeth A. Dragon, City Manager

ITEM: 4.

SUBJECT: Relating to the Acceptance of Funds from Keene State College

COUNCIL ACTION:

In City Council November 5, 2020.

Referred to the Finance, Organization and Personnel Committee.

RECOMMENDATION:

That Resolution R-2020-39 relating to the acceptance and use of funds from Keene State College have a first reading in front of the City Council and that it be referred to the Finance, Organization and Personnel Committee.

ATTACHMENTS:

Description

Resolution R-2020-39

BACKGROUND:

In accordance with the third amendment to the Municipal Service Agreement between the City of Keene and Keene State College, the college shall share equally, on a 50% basis, the cost and approved job related expenses incurred by the City to employ the Community Specialist associated with the Social Host Ordinance.

In order for the funds from Keene State College to be expended, the City Council must authorize the acceptance of these funds. Resolution R-2020-39 authorizes the acceptance of the funds and related appropriations.



CITY OF KEENE

R-2020-39

In the Year of Our Lord Two Thousand andTwenty.....

A RESOLUTIONRelating to the Acceptance of Funds to Employ a Community Specialist
Position Associated with the Social Hosting Ordinance

Resolved by the City Council of the City of Keene, as follows:

That the City Manager be authorized to do all things necessary to accept funding from Keene State College in accordance with the third amendment to the Municipal Service Agreement to fund fifty percent (50%) of the cost and approved related job expenses incurred by the City to employee the Community Specialist part-time position associated with the Social Hosting Ordinance.

George S. Hansel, Mayor

PASSED



City of Keene
Transmittal Form

November 5, 2020

TO: Finance, Organization and Personnel Committee

FROM: Merri Howe, Finance Director

THROUGH: Elizabeth A. Dragon, City Manager

ITEM: 5.

SUBJECT: Transfer of Funds Within General Fund Operating Budget - Finance Director

RECOMMENDATION:

Move that the Finance, Organization and Personnel Committee recommend that the City Manager be authorized to re-appropriate and transfer funds from Marketing and Development to Police Admin Part Time Wages and Social Security Taxes as a funding source for fifty percent (50%) of the cost and related job expenses incurred to employ a Community Specialist.

BACKGROUND:

The City of Keene and Keene State College as part of the third amendment to the Municipal Services Agreement will share equally the expenses pertaining to the employment of a part time Community Specialist associated with the Social Host Ordinance. The estimated cost of this position for the remainder of FY2021 is \$15,000.

Keene State College via the amendment to the Municipal Service Agreement will pay the City of Keene \$7,500. To fund the City's share of this position, the City is seeking approval to transfer \$7,500 from the General Fund Marketing and Development account to part time wages and applicable taxes in the Police Admin budget. After the transfer of funds, the Marketing and Development account will have a balance of \$48,500.