FINANCE, ORGANIZATION AND PERSONNEL COMMITTEE AGENDA

City of Keene
New Hampshire

Council Chambers A
March 10, 2016
6:30 PM

Mitchell H. Greenwald
Carl B. Jacobs
Terry M. Clark
Thomas F. Powers
Jay V. Kahn

1.	MEMORANDUM	Police Department Lieutenant – Acceptance of Donation – Crossing Guard at Fuller School
2.	MEMORANDUM	Police Department Lieutenant – NH Highway Safety Agency – S.T.E.P. Grant Project
3.	MEMORANDUM	Police Department Captain – Acceptance of Monetary Donation – Police Fund
4.	MEMORANDUM	Recreation Programmer – Acceptance of Donation – MLK/JD Annual Programming
5.	MEMORANDUM	Parks, Recreation and Facilities Director – Acceptance of Donation – Keene Recreation Center
6.	MEMORANDUM	Keene Public Library Board of Trustees – Acceptance of Donation of $4,000 to Fund City Internship
7.	MEMORANDUM	Safe Routes to School Committee – School Safe Routes to School Travel Grant Applications
8.	MEMORANDUM	Revenue Collector – Tax Deeds for Unpaid 2012 Property Taxes
9.	MEMORANDUM	Industrial Pretreatment Coordinator – Request to Solicit Donations to be used as prizes for City of Keene 4th Grade Water Science Fairs

10.	MEMORANDUM	Operations Manager – Contract for Phase 2 of an Inflow and Infiltration Evaluation of the City's Wastewater Collection System
11.	MEMORANDUM	City Clerk – Significant items of Legislation
12.	COMMUNICATION	Mayor Lane – Suggested Amendments to the Fiscal Policy Resolution
13.	MEMORANDUM	Finance Director – Staff Recommended Change to the 2016 Proposed Fiscal Policies
14.	RESOLUTION	R-2016-02: Relating to Fiscal Policies
15.	DISCUSSION	Capital Improvement Program 2016-2022

MORE TIME ITEMS:

A. Relinquishment of easement to parking spaces on railroad property on behalf of Monadnock Food Co-op

Possible Non-Public Session

Police Department
City of Keene, New Hampshire

Date: February 18, 2016

To: Finance, Organization, and Personnel Committee

Through: Medard Kopczynski, City Manager
Brian Costa, Police Chief BCC #111
Steve Thornton, Finance Director

From: Todd Lawrence, Lieutenant #123

Subject: Donation

Recommendation:

Move that the Finance, Organization and Personnel Committee recommend that the City Manager be authorized to do all things necessary to accept a donation from the SAU 29 School District to cover 100% of the cost of a Crossing Guard at Fuller School for the rest of the school year.

Background:

Fuller School is one of five elementary schools in the City of Keene. It is also the only elementary school that does not have a guard crossing. Sometime ago Fuller School had a Crossing Guard located on Court Street and Crestview Street. The Crossing Guard location was ultimately moved to Elm and North Street. A 2005 annual review was conducted on the Keene Crossing Guard posts and related school zones. During that annual review it was determined to eliminate the Fuller School crossing due to the limited amount of students who walked to school.

The Fuller Elementary School requested such a crossing guard post in September of 2015, but funding was not available in current fiscal budget. The school district has advised it will donate 100% of the funds for this Crossing Guard post to finish out the school year (June-2016). The donation is roughly $4,665.60.

School officials have established a need for a Crossing Guard posted based on the increased number of students who want to walk to school and other students who intend to walk if a post was designated. Creating a Crossing Guard post would enhance the safety of the students walking to school.

Police Department
City of Keene, New Hampshire

Date:	March 07, 2016
To:	Finance, Organization and Personnel Committee
Through:	Medard Kopczynski, City Manager
Through:	Brian Costa, Police Chief BCC #111.
From:	Todd Lawrence, Police Lieutenant #123
Subject:	NH Highway Safety Agency S.T.E.P. Grant Project

Recommendation:

Move that the Finance, Organization, and Personnel Committee recommend that the City Manager be authorized to do all things necessary to accept a grant from the New Hampshire Highway Safety Agency to fund the Sustained Traffic Enforcement Patrol (S.T.E.P.) campaign.

Background:

The purpose of the New Hampshire S.T.E.P. Campaign is to encourage the compliance of certain motor vehicle infractions such as; seat belt use ("Click It or Ticket"), Distracted Driving, Speed Enforcement, Red Light Enforcement and School Bus Enforcement through a coordinated state-wide enforcement effort directed to that end.

The S.T.E.P. campaign is a new event aimed at combating all of the more prevalent motor vehicle safety infractions. The campaign runs from October 9, 2015 to September 6, 2016 and consists of multiple 4-hour, one-officer patrols. The New Hampshire Highway Safety Agency encourages the recipient to patrol on certain designated dates. The grant also allows the recipient to patrol on dates beneficial to the individual community. The intent of the patrols is to enforce the State's safety laws and encourage all motor vehicle operators to operate their motor vehicles safely.

The cost of this operation, $9,598.50, will be reimbursed by the New Hampshire Highway Safety Agency; the reimbursement includes payroll-related deductions.

OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name **New Hampshire Department of Safety** **Office of Highway Safety**	**1.2. State Agency Address** **33 Hazen Drive, Room 109A** **Concord, NH 03305**
1.3. Subrecipient Name **Keene Police Department**	**1.4. Subrecipient Address** **400 Marlboro Street, Keene, NH 03431**
1.4.1 Subrecipient Type (State Govt, City/Town Govt, County Govt, College/University, Other (Specify) **City** City/Town Govt.	**1.4.2 DUNS** 083406355

1.5. Subrecipient **Phone #** 357-9813	**1.6. Effective Date** **10/01/15**	**1.7. Completion Date** **09/30/16**	**1.8. Grant Limitation** **$9,598.50**

1.9. Grant Officer for State Agency **LuAnn Speikers**	**1.10. State Agency Telephone Number** **271-2197**

"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."

1.11. Subrecipient Signature 1	**1.12. Name & Title of Subrecipient Signor 1** Brian Costa--Police Chief
Subrecipient Signature 2	**Name & Title of Subrecipient Signor 2** Medard Kopczynski--City Manager
Subrecipient Signature 3	**Name & Title of Subrecipient Signor 3**

1.13. Acknowledgment: State of New Hampshire, County of Cheshire **, on** 2/16/16 **before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.**

CHRISTOPHER T. MILTON
★ JUSTICE OF THE PEACE - NEW HAMPSHIRE ★
My Commission Expires June 4, 2019

1.13.1. Signature of Notary Public or Justice of the Peace (Seal)	**1.13.2 Name & Title of Notary Public or Justice of the Peace** Expires 6-4-19
1.14. State Agency Signature(s)	**1.15. Name & Title of State Agency Signor(s)** John Barthelmes DOS Commissioner

1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)

By: **Assistant Attorney General, On:** / /

1.17. Approval by Governor and Council (if applicable)

By: **On:** / /

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

Subrecipient Initials ______ 2-11-2016

3. AREA COVERED. Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.6 ("the effective date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.

5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA: RETENTION OF DATA: ACCESS.

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and

11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBRECIPIENT'S RELATION TO THE STATE. In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Subrecipient.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Subrecipient Initials ______ ______ Date 2.12.2016 2.16.16

<u>**EXHIBIT A**</u>

Scope of Services

1. The Office of Highway Safety Agency (hereinafter referred to as The State) is awarding the Keene Police Department (hereinafter referred to as the Subrecipient) $9,598.50 for STEP Patrols, as further described in the Subrecipient's application, which is hereby incorporated by reference and made a part of this Grant Agreement.

Budget (Provide itemization as called for on Schedule B) and Source of Funds					
Cost Category	Total Budget	Federal Budget	Local Budget	State Budget	Other Funds
a. Personnel Services	$9,598.50	$9,598.50			
b. Current Expenses					
c. Equipment					
d. Indirect Costs & Audit					
e. Contractual Services					
f. Travel					
Total Approved Costs (Include Non-Federal Share)	$9,598.50	$9,598.50			

2. It is agreed that quarterly reports will be made to the Office of Highway Safety for the duration of the contract summarizing the progress being made in implementing the project and identifying any problems being encountered. A final report will be made upon completion of the project. Reports will be submitted within 20 days of the project termination date.

3. All publications, public information or publicity released in conjunction with this project shall state that "this project is being supported in part through a grant from the Office of Highway Safety with Federal funds provided by the National Highway Traffic Safety Administration, US Department of Transportation", or words to that effect.

Grantee Initials ______ 2.11.2016

 Date 2.16.16

EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

FEDERAL BUDGET AND PERSONNEL DATA	
a. Personnel Services Salary	$9,598.50
b. Current Expenses	
c. Equipment	
d. Indirect Costs and Audit Expense	
e. Contractual Services	
f. Travel Expenses	
Total	$9,598.50

Project Cost is 80% Federal Funds, 20% Applicant Share
Awarding Agency: Office of Highway Safety (OHS)
Project Title: Keene STEP Grant #315-16A-015
PSP & Task #: 16-03, 05
Award Title & #: Highway Safety Grant # **402 Funds**
Catalog of Federal Domestic Assistance (CFDA) Number: 20.600
In Kind Match: $2,399.63

2. PAYMENT SCHEDULE

a. The Subrecipient agrees that the total payment by the State under this grant agreement shall be up to $9,598.50.

b. At least quarterly, the Subrecipient shall submit the Reimbursement form (HS-20) and activity reports (HS-200) to the State, along with supporting documentation and proof of payment, i.e., copies of purchase orders, vendor invoices, and/or cancelled checks. Each Reimbursement form must be accompanied by match documentation. The Subrecipient shall submit proper match documentation by submitting a completed Match Tracking for Personnel and Other Costs, the form of which is attached hereto as Exhibit B-1. Upon review and approval of the submitted forms, reports and supporting documentation, the State will forward the funds to the Subrecipient. The Subrecipient will continue this process until they have drawn down the 20% federal match for the total amount of the project (25% of the federal award amount).

c. If no enforcement patrols took place during the quarter, an email is required stating that your department will not be seeking reimbursement for that quarter.

d. The quarterly submission due dates are as follows:

January 15th for October-December (Quarter 1)
April 15th for January-March (Quarter 2)
July 15th for April-June (Quarter 3)
October 15th for July-September (Quarter 4)

e. Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.

f. The Reimbursement form must be signed and dated by the Chief or another Authorized Signatory. Individuals working the enforcement patrol may not sign off on the Reimbursement form (HS-20). If the Chief works the enforcement patrol, a community official must sign off on the Reimbursement form (HS-20). In addition, the Chief may not sign off on the Reimbursement form (HS-20) if his/her spouse, child or sibling works the same enforcement patrol.

g. The Subrecipient agrees to have an audit conducted in compliance with 2 CFR part 200, subpart F, if applicable. If a compliance audit is not required, at the end of each audit period the Subrecipient will certify in writing that they have not expended the amount of federal funds that would require a compliance audit ($750,000). If required, they will forward for review and clearance a copy of the completed audit(s) to the State.

h. Additionally, the Subrecipient has or will notify their auditor of the above requirements prior to performance of the audit. The Subrecipient will also ensure that, if required, the entire grant period will be covered by a compliance audit, which in some cases will mean more than one audit must be submitted. The Subrecipient will advise the auditor to cite specifically that the audit was done in accordance with 2 CFR part 200, subpart F. The Subrecipient will also ensure that all records concerning this grant will be kept on file for a minimum of three (3) years from the end of this audit period.

Grantee Initials ________ ________ 2·11·2016
Date 2·16·16

EXHIBIT C

Special Provisions

U.S. Department of Transportation/NHTSA Grant Conditions:

As a result of participating in Federal highway safety grant programs administered by National Highway Traffic Safety Administration (NHTSA) and the US Department of Transportation (USDOT), highway safety subrecipients are required to comply with the following documents:

- Subrecipients agree to comply with all applicable elements of NHTSA **Highway Safety Grant Funding Policy** dated July, 2007 and found at the following Web link.: http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/GrantFundPolicy_mkm_revJuly07.pdf. Subrecipients should pay particular attention to the sections on (1) allowable costs for equipment, travel, training, and consultant services; and (2) unallowable costs for equipment, facilities and construction, training and program administration.
- Subrecipients agree to comply with all applicable elements of 49 CFR Part 18 - the **Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments** as promulgated by the U.S. Department of Transportation (also known as the DOT Common Rule). This document is found at the following Web link http://www.gpo.gov/fdsys/pkg/CFR-2009-title49-vol1/pdf/CFR-2009-title49-vol1-part18.pdf.
- Subrecipients agree to comply with all applicable SAFETEA-LU and MAP-21 basic and incentive grant program requirements as outlined in the **Highway Safety Grant Management Manual** found at the following Web link: http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/00_Manl_Contents1_01.html. This document provides information on each of the grant programs including section 154, 164, 402, 405, 408, 410, 1906, 2010, and 2011 grant programs.

The following additional provisions apply to highway safety subrecipients as a result of certifications and assurances provided to NHTSA by State Highway Safety Offices in their Highway Safety Plan:

- **Federal Funding Accountability & Transparency Act (FFATA).** *Data Universal Numbering System (DUNS) Numbers Requirement.* As the recipient of federal highway safety funds, the applicant agency must have a DUNS number. This is a unique nine-character number that identifies the applicant agency and is used by the federal government to track how federal funds are distributed. If the applicant agency is authorized to make sub-awards under this contract, it must: 1) notify potential sub-recipients that no entity may receive a sub-award unless that entity has provided the applicant agency with its DUNS number; and 2) the

Grantee Initials Bac Date 2.11.2016 2.16.16

applicant agency may not make a sub-award to an entity unless the entity has provided its DUNS number to the applicant agency. (http://fedgov.dnb.com/webform)

- **Equipment:** Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. 23 CFR 1200.31.
- **Civil Rights:** The State highway safety agency (and its subrecipients) will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- **Buy America Act**: The State (and its subrecipients) will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a

satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- **Political Activity (Hatch Act):** The State (and its subrecipients) will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- **Certification Regarding Federal Lobbying:** Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

  This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

- **Restriction on State Lobbying**: None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

- **Certification Regarding Debarment and Suspension**:

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,* as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided

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by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded,* as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed

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Date 2.16.16

that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- **Cash Management**: Cash draw-downs will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 49 CFR 18.20.

  For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash draw-downs by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 49 CFR 18.20. Failure to adhere to these provisions may result in the termination of draw-down privileges.

Office of Management and Budget Grant Conditions:
The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

- **Audit Requirement of Federal Funds :** 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more

Grantee Initials [illegible] Date 2·11·2016 2/16·16 than $750,000 in federal funds *from all sources* within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: http://www.whitehouse.gov/omb/circulars/a133/a133.html.

- **Cost Principles for Federal Grants to *State and Local Governments***
  - 2 CFR Part 225 (formerly known as OMB Circular A-87) – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
  - The cost of alcoholic beverages is unallowable.
  - Costs incurred by advisory councils are allowable.
  - Audit costs are allowable.
  - Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.
  - Entertainment costs are unallowable.
  - Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of $5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.
  - Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities. The following link provides the full text of this basic federal grant requirement: http://www.whitehouse.gov/omb/fedreg/2005/083105_a87.pdf.

- **Cost Principles for Federal Grants to *Non-Profit Organizations and Institutions of Higher Education*** - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The links below provide the full text of these two basic federal grant requirements.
  - 2 CFR Part 220 – Educational Institutions (formerly known as OMB Circular A-21): http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf.
  - 2 CFR Part 230 – Non-profit Organizations (formerly known as OMB Circular A-122): http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf.

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I understand that failure to comply with applicable Federal statutes and regulations may subject State officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR 18.12.

I sign these Certifications and Assurances based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in awarding grant funds.

Authorized Contract Signatory: ____________________

Date: 2-11-2016

Rev. 11/2015 Grantee Initials ______ Date 2.11.2016

2.16.16

Scope of Services for Traffic Enforcement Grants

- Departments may conduct patrols during any time that data indicate there is an increased risk for the driving behavior being combatted. OHS strongly encourages departments to review their local crash data to determine times and locations where grant-funded patrols would have the greatest impact.
- Departments with DWI enforcement grants are strongly encouraged to conduct patrols during the two national *Drive Sober or Get Pulled Over* (DSGPO) Mobilizations (December 18, 2015-January 3, 2016 and August 19-September 5, 2016).
- Departments with STEP grants (*Click It or Ticket*, Speed Enforcement, *Operation Safe Commute*, Red Light Running Enforcement, and School Bus Enforcement) are strongly encouraged to conduct patrols during the national *Click It or Ticket* Mobilization (May 23-June 5, 2016).
- Departments with PEDESTRIAN/BICYCLE enforcement grants shall conduct overtime patrols aimed at enforcing the state's pedestrian/bicycle laws.
- All departments are encouraged to participate in the *Operation Safe Commute* NH statewide effort (October 9, 2015, November 25, 2015, December 31, 2015, January 15, 2016, February 12, 2016, March 17, 2016, April 5, 2016, May 27, 2016, June 10, 2016, July 1, 2016, August 8, 2016, September 2, 2016). Patrols by each officer under this grant must be no less than two hours and no greater than eight hours in length and devoted solely to traffic enforcement activities.
- Officers funded during this grant shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the officer's presence, in the case of response to an officer in distress, or in the case of a riot where all available personnel must divert their attention.
- Officers may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, red light/stop sign running, and distracted driving.
- If an officer makes an arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest even if the time exceeds the eight-hour shift limit. However, the total request for reimbursement must not exceed the approved budget.
- Enforcement Grants are for overtime enforcement only.
- Departments will be reimbursed for actual hours worked.
- Full time officers will be reimbursed at an overtime rate of pay as established by the department and/or municipality for hours worked during the mobilizations. Holiday rates of pay may be used, if applicable. Part-time officers will be reimbursed at their normal hourly rate of pay.
- Departments are recommended to conduct a minimum of three documented stops/contacts per hour. Please note that documented stops/contacts do not necessarily have to result in the issuance of a summons. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists during traffic enforcement periods that can be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a review or monitoring site visit.
- If patrols result in few traffic stops, please provide an explanation on the Activity Report as to why an officer was unable to make the recommended number of stops (poor weather, for example).
- Nothing in this grant shall be interpreted as a requirement, formal or informal, that a law enforcement officer issue a specified or predetermined number of summons in pursuance of the department's obligation associated with the grant.
- The amount of each grant awarded is determined by the number of qualified applicants, highway safety priorities, available funding, and population in each city or town. Funding amounts may change each fiscal year.
- Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
- Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
- Departments must keep on file copies of summons, documented stops/contacts, officers' time schedules written under this grant program, and all other pertinent information.
- Patrols must be one officer per cruiser. However, multiple cruisers may be out at one time.

Subrecipient Initials CC
Date 2.11.2016
2.16.16

Exhibit B-1

Match Tracking for Personnel & Other Costs	Community / Agency:	**Revised 11/12/2015**
	Project Title	
	PSP & Task #	

Salaries and Benefits **Employee Name**	Date	Number of hours	Hourly Rate	Total Salary	SS Admin Staff (6.2%)	Medicare (1.45%)	Retirement 0%	Benefit Total	**Total**
				-	-	-	-	-	-
				-	-	-	-	-	-
				-	-	-	-	-	-
				-	-	-	-	-	-
				-	-	-	-	-	-
				-	-	-	-	-	-
				-	-	-	-	-	-
				-	-	-	-	-	-
				-	-	-	-	-	-
Total Salaries and Benefits				-	-	-	-	-	-

Other Costs (Example: Fuel, Supplies, etc)	Date of Expenditure	**Cost**
Total Other Costs		$ -
	Total Match	**$0.00**

I certify that these In-Kind match transactions have been reviewed, are in compliance with local, state, and federal guidelines and are allowable under the Highway Safety grant program.	Local Signature	
	State Program Manager Review Signature	

HS-22 Match Form

Police Department
City of Keene, New Hampshire

Date: February 24, 2016

To: Finance, Organization, and Personnel Committee

Through: Medard Kopczynski , City Manager #111
Brian Costa, Chief of Police BCC

From: Steve Stewart, Police Captain SMS#156

Subject: Request to accept a monetary donation

Recommendation:

That Keene Police Department accept a donation of $100 from Jane Gobeil, a resident of Antrim, NH.

Background:

On February 16th the Keene Police Department received a $100 money order from Ms. Gobeil along with a note that read "This is a donation for your policeman's fund in appreciation for your service to me."

City of Keene
New Hampshire

February 19, 2016

TO: Finance, Organization and Personnel Committee

THROUGH: Med Kopczynski, City Manager

FROM: Meghan Spaulding, Recreation Programmer MS

SUBJECT: Donation

Recommendation:

Move that the Finance, Organization and Personnel Committee recommend that the City Manager be authorized to do all things necessary to accept a donation of $750.00 from the St. James Thrift Shop and that the money is used by the City's Martin Luther King Jr. / Jonathan Daniels Committee for its annual programming.

Background:

For many years the St. James Episcopal Church Thrift Shop has made an annual donation towards the programming effort of the Martin Luther King Jr. / Jonathan Daniels Committee. This year's donation is $750.00. This will greatly assist the Committee with future programs that will focus on the celebration of diversity and social justice.

City of Keene
New Hampshire

February 19, 2016

TO: Finance, Organization and Personnel Committee

THROUGH: Med Kopczynski, City Manager

FROM: Andy Bohannon, Parks, Recreation & Facilities Director

SUBJECT: Donation

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 $300.00 from the Monadnock Squares and that the money is used for any improvements needed at the Keene Recreation Center.

Background:

The Monadnock Squares dance club has provided a square dance program at the Recreation Center since the early 1960's. The club has at various times participated in some way in the upkeep or improvement of the building. The club holds classes every Wednesday night and larger club events every other Saturday night.

City of Keene
New Hampshire

DATE: March 3, 2016

TO: Finance, Organization, and Personnel Committee

THROUGH: Medard Kopczynski, City Manager
Elizabeth Fox, Assistant City Manager and HR Director

FROM: Kathleen Packard, President, Keene Public Library Board of Trustees

RE: Donation of $4,000 to the City to fund an internship.

Recommendation: That the City accepts the donation of $4,000 from the Keene Public Library Board of Trustees to fund an Internship for the purposes of building a model of the Library Project.

Background: Under the guidance of Mr. Scott, a retired engineer, amateur woodworker and local citizen, and with architectural renderings produced by Tappé Architects, the intern will build a quarter scale model of the library project. It will be a good way for the public to see and be a part of the project. Mr. Scott has made models of the Keene Family YMCA and Keene Ice that were used successfully in fund raising activities. He will serve without compensation.

This will be an opportunity for an architectural student to gain valuable experience and for the Library to have a model that will be useful in its fundraising efforts. Mr. Scott has met with architectural faculty at Keene State College for advice and approval. The faculty has recommended a qualified student. The Library model will be built in KSC facilities using the school's wood shop and architectural studios. The timeframe for completion is by May or June. It is a large undertaking. It is important that the model be ready for the public fundraising effort.

City of Keene
New Hampshire

MEMORANDUM

DATE: February 3, 2016

TO: Finance, Organization and Personnel Committee

FROM: Michele Chalice, Planner, on behalf of the City of Keene & SAU 29's Safe Routes to School Committee

SUBJECT: School Safe Routes to School Travel Grant Applications

Recommendation

That the FOP authorize the City Manager to do all things necessary to accept and execute a "Non-Infrastructure" $7,338.00 grant from the New Hampshire Department of Transportation (NHDOT) to support the Safe Routes to School program at Symonds Elementary School.

Background

We are writing to advise you that after working with Southwest Region Planning Commission to prepare and submit a NH DOT, SRTS Round 7 grant application on behalf of the Symonds Elementary School, we have been awarded this $7,338.00 grant. Although SAFETEA-LU has expired, funds allocated under the act remained available until spent. This will be our last such NH DOT grant with 100% reimbursement funding.

Our Round Seven proposal was presented to the region's Transportation Advisory Committee in August of 2013 by myself and Beth Corwin, Symonds school's Physical Education Teacher and coordinator of the Symonds' Safe Routes to School committee. Symonds has been a model of participation and effort to date. We're looking forward to these funds providing additional encouragement, providing safety-related guidance and fresh, ideas to the upcoming season that will be happening at Symonds this spring.

Due to staffing constraints, the Planning Department recommends the City of Keene be the Project Sponsor while the actual project is administered by the staff of the Southwest Region Planning Commission. This is permitted per "RSA 36:49 which authorizes municipalities to enter into contracts with Regional Planning Commissions (RPCs) for planning work, and RPCs are authorized to accept government grants. Services provided to sponsors by RPCs are handled as sub-grants" as cited in the Non-Construction Procurement, Section 28 of the most recent *Local Public Agency Manual for the Development of Projects*, New Hampshire Department of Transportation.

Attachments:
Copy of the Symonds Grant Application

Date received by NHDOT:

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION

SAFE ROUTES TO SCHOOL

Application Form for SRTS Non-Infrastructure Funding

Send completed applications to the Regional Planning Commission for your region. (See http://www.nharpc.org/ for information on the RPCs or contact the SRTS coordinator.)

Provide a copy to:
John W. Corrigan
Safe Routes to School Coordinator
Bureau of Planning and Community Assistance
N.H. Department of Transportation
7 Hazen Drive
Concord, NH 03302-0483
jcorrigan@dot.state.nh.us

Applicant: Name of municipality and/or school district. Include mailing and physical address, telephone number and e-mail address:

City of Keene New Hampshire
3 Washington Street
Keene, NH 03431
(603) 352-5474
mchalice@ci.keene.nh.us

Name, title, mailing address, telephone number, and e-mail address of contact person:

Michele Chalice, City of Keene Planner
Planning Department
3 Washington Street, 4th Floor
Keene, NH 03431
(603) 352-5474
mchalice@ci.keene.nh.us

List by name, physical and mailing address, telephone number and e-mail address, each of the schools affected by this application:

Symonds School
79 Park Avenue
Keene, NH 03431
603-352-3405
School contact person: Beth Corwin, bcorwin@sau29.org

Identify by name, title, and mailing address the individuals authorized to sign a binding agreement on behalf of the school or municipality.

Michele Chalice, City of Keene Planner
Planning Department
3 Washington Street, 4th Floor
Keene, NH 03431
(603) 352-5474
mchalice@ci.keene.nh.us

Sponsoring Regional Planning Commission (RPCs will attach comments and recommendations. Please confirm that a copy of the application has been submitted to the RPC.)

A copy of this application was submitted to the Southwest Region Planning Commission on 12/11/15.

a) Include a budget of anticipated costs associated with your SRTS program.

Evaluation	$ 840.00
Education	$ 462.00
Encouragement	$ 6,036.00
Enforcement	$ 0.00
Total	$ 7,338.00

Attach, immediately following this page, an itemized description of each budget item.

Itemized Budget for Evaluation Activities

Activity	Description	Hrs./wk.	# weeks	Hrs./yr.
Program wrap-up Activities	Collect student punch cards; Enter punch card data into spreadsheet and analyze results; Create a summary report to send home to families, administer student in-classroom tally and enter data in to the National Center for Safe Routes to School database.	10	2	20
			Hourly rate	$42
			Total Cost	**$ 840**

Itemized Budget for Education Activities

Activity	Description	Hrs./wk.	# weeks	Hrs./yr.
Weekly Activities	Prepare and send out periodic flyers to families with program goals, safety information, and educational information about active transportation.	0.5	22	11
			Hourly rate	$42
			Total Cost	**$ 462**

Itemized Budget for Encouragement Activities

Activity	Description	Hrs/wk	# weeks	Hrs./yr.
Program start-up Activities	Recruit & organize parent volunteers; Coordinate with remote drop-off locations (Yankee Lanes and St. Margaret Mary Parish Church); Ensure insurance certificate is in place for Yankee Lanes; Create program punch cards; Gather materials and distribute to parent volunteers (for example, traffic cones, safety vests, hole punchers); Prepare and send program kick-off flyers home to parents; Prepare for program kick-off at all-school assembly; Distribute punch cards and zip ties to students.	10	2	20
Weekly activities	Set out punch card stations before school every Tuesday and Thursday; Communicate with parent volunteers; Arrange for coverage if a parent volunteer cannot be at their station; Respond to correspondence from parents about the program; Communication to the community about the program (i.e. presentations, meetings about the program, etc.).	4	22	88
Program wrap-up Activities	Prepare personalized recognition materials for program participants; Prepare for all-school assembly to recognize participants and volunteers; Prepare thank you gift for volunteers and leadership team; Prepare and send letters and recognition cards home to all student families.	10	2	20
			Hourly rate	$42
			Total Hours	128
			Total Cost	**$ 5,376**

Itemized Budget for Encouragement Materials

Item	Description	Cost
Small incentive items	Incentive items such as toe tokens are given to program participants to recognize their participation level.	$150.00
Materials for program punch cards and program recognition cards	Materials purchased may include labels, cardstock paper, zip ties, and lamination pouches. Approximately 1300 cards will be made in total for the year.	$300.00
Punch card station materials	Materials may include items such as hole punchers.	$20.00
Remote drop-off station materials and safety equipment	Materials and equipment may include items such as traffic cones, safety vests for parent volunteers, and signs for the remote drop-off locations.	$140.00
Misc.	Shipping costs for items listed above; cost overrun contingency for prices that may change.	$50.00
	Total:	**$660.00**

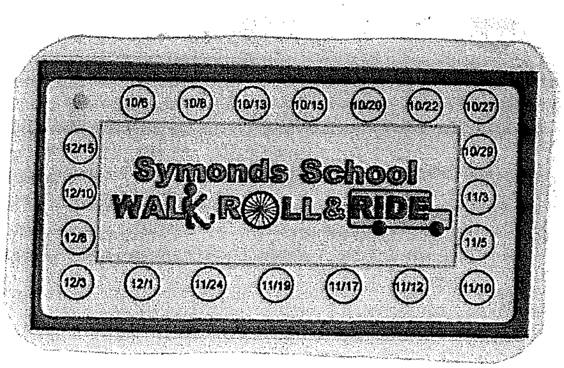
b) List the members of the community SRTS Task Force (insert additional lines if needed):

Name	Affiliation
Beth Corwin	Symonds School PE Teacher
Jen English	Parent
Leslie Percival	Community Member
Catherine Owen Koning	Parent
Alyssa Zalaski	Parent
Emily Coey	Parent
Mari Brunner	Southwest Region Planning Commission

c) Describe the overall objective of the non-infrastructure project.

The Symonds School "Walk, Roll, and Ride" program is a school-wide program that encourages students and their parents to walk and bike to school. The program, which is in its sixth year, runs for 11 weeks in the fall and 11 weeks in the spring on Tuesdays and Thursdays, or a total of about 44 days. Students who walk or ride their bikes to school on these days get a hole punched in their punch cards to show that they walked or biked to school on that date (see image of punch card, below). There are two volunteer-staffed remote drop-off locations so that students who live farther away or who are too young to walk alone can also participate. At the end of each season, the number of holes in each student's punch card are counted, and students are recognized for their level of participation: "Participant" (walked to school 1 – 9 times), "Ten plus club" (walked to school 10 or more times), and "Hall of Fame" (walked to school every day of the program).

Beth Corwin, the Physical Education teacher, coordinates the program with help from approximately 20 parent volunteers. Many of the costs associated with this program are currently being covered by the coordinator, who is not reimbursed for the money she spends on materials or her time spent on the program outside of normal work hours. This grant proposal will help fund the program for the upcoming year while Symonds School SRTS Task Force develops a plan to identify a sustainable funding source to continue this program in Symonds and other Keene District schools. SWRPC will provide free technical assistance to Symonds School in developing this plan.



The image to the left is an example of what the program punch cards look like. These cards are used to track how many times a student participates in the Walk, Roll, and Ride program.

d) Describe the evaluation, education, encouragement, and enforcement components of the project.

Evaluation:

The Safe Routes to School Coordinator, Beth Corwin, will perform the following evaluation activities as part of this project: Collect student punch cards, enter the punch card data into a spreadsheet and analyze results; Create a summary report of the Fall and Spring Walk, Roll and Ride programs to send home to families; and work with school teachers and staff to administer the National Safe Routes to School student in-classroom tally on an annual basis.

The Walk, Roll, and Ride summary reports will be sent home to all Symonds School families in the fall and the spring, and contain information about the number of students who participated in the program, including the number who are in the "Hall of Fame" (i.e. students who walked or biked to school on all program days), students who are in the "Ten Plus Club" (i.e. students who walked or biked to school 10 or more times on program days), and the total number of participants (i.e. students who walked or biked to school one or more times on program days). Additional information will include a general program overview, program goals, and public recognition for student safety patrols, the crossing guard, the Walk, Roll and Ride Leadership team, and the punch card station volunteers. A copy of the Spring 2015 Walk, Roll, and Ride report is attached to the end of this document. The results show that, in total, 62% of the school (or 211 students) participated in the Spring 2015 Walk, Roll, and Ride program, 102 students participated10 or more times, and 55 students participated on all program dates (or 18 times).

The student in-classroom tallies will be used to determine overall student walking and biking rates for the school. This information is useful for understanding whether the Walk, Roll, and Ride program is successfully encouraging children to walk or bike every day, not just on Tuesdays and Thursdays. Past data from these surveys show that, between 2011 and 2015, student walking rates increased from 11% to 26% of all trips to school, and student biking rates increased from 2% to 5% of all trips to school. The number of children who arrive to school in a family vehicle decreased from 55% to 37% during the same period of time.

Education:

The Safe Routes to School Coordinator, Beth Corwin, will perform the following education activities in support of this project: Prepare and send out periodic flyers to families with program goals, safety information, and educational information about active transportation. According to the Safe Routes to School Coordinator, these flyers have been helpful in the past for keeping momentum going throughout the program, and they also serve as a resource for families to learn more about pedestrian and bicyclist safety. The Coordinator is able to use school resources (paper, copy machine, etc.) for these activities, however she spends about 1 hour every two weeks on education activities outside of her normal work hours.

In addition to these activities, Symonds School will typically organize an educational event at the beginning of the school year to teach students about pedestrian and bicyclist safety. Past examples include a school-wide bicycle rodeo and an all-school assembly with police officers who talk to students about how to safely walk and bike. While these educational events are not part of the program and no funds are being requested to help pay for them, they do support the program and its goals.

Encouragement:

The Safe Routes to School Coordinator, Beth Corwin, will perform the following encouragement activities in support of this project: Recruit and organize approximately 20 parent volunteers; Coordinate with remote drop-off locations, Yankee Lanes and St. Margaret Mary Parish Church; Ensure insurance certificate is in place for Yankee Lanes; Create program punch cards; Gather materials and distribute to parent volunteers (such as traffic cones, safety vests, hole punchers); Prepare and send program kick-off flyers home to parents; Prepare for program kick-off at all-school assembly; Distribute punch cards and zip ties to students; Set out punch card stations before school every Tuesday and Thursday; Communicate with parent volunteers on a regular basis; Arrange for coverage if a parent volunteer cannot be at their station; Respond to correspondence from parents about the program; Give presentations about the program and participate in interviews and meetings to promote the program to the wider community; Prepare personalized recognition materials for program participants; Prepare for all-school assembly to recognize participants and volunteers; Prepare thank you gift for volunteers and leadership team; and prepare and send letters and recognition cards home to all student families. Many of the supplies used for encouragement activities are not covered by the school (see itemized budget above), and the Coordinator spends about 5 hours per week outside of normal work hours on these activities.

Enforcement:

Safe walking and biking behavior is enforced in three ways: 1) school crossing guard, 2) student safety patrols, and 3) parent volunteers. The school crossing guard is located at the intersection of Park Avenue and Arch Street, and she encounters all of the children from both of the remote drop-off locations in addition to others who walk or bike to school. The parent volunteers are trained to teach children safe walking and biking behaviors, and they enforce those behaviors for the walking school buses. The student safety patrols enforce safe road crossings around the school. In addition, school staff are posted outside the school every day to enforce safe motorist behavior in the parent pick-up and drop-off area, where there are a couple motorists-pedestrian conflict areas. No funding is being requested for enforcement activities.

Important Information: Filing and Formatting Requirements

Please note: The N.H. Department of Transportation treats SRTS applications as public documents. If you believe that part of the application is exempt from the state Right-to-Know law, identify the section and explain why the information should be confidential under RSA 91-A:5.

Please follow the application format exactly, and answer questions in order. For budget information, list only the total amounts requested in the spaces provided. Provide additional information in the attached detailed budget. The information will be entered into a spreadsheet and later used in preparing local agreements. Please do not submit letters of support with an application for startup funding.

Applicants are encouraged to submit an electronic file as well as a hard copy of the application. The preferred electronic form is MS Word. Applications will be for distributed to members of the Statewide Advisory Committee (SAC) as an e-mail attachment. For this reason, please submit the paper copy on standard 8 ½" by 11" sheets without any type of binding. Do not put text in shaded boxes.

NHDOT and the SAC reserve the authority to reject any applications that do not meet the formatting requirements.

CITY OF KEENE
NEW HAMPSHIRE

FINANCE DEPARTMENT

DATE: February 22, 2016

TO: Finance, Organization & Personnel Committee

THROUGH: Medard Kopczynski, City Manager
Steve Thornton, Finance Director

FROM: Mary Alther, Revenue Collector mea

RE: Tax deeds for unpaid 2012 property taxes

RECOMMENDATION:

Move that the Finance, Organization and Personnel Committee recommend to City Council to deed Properties below that are not considered a liability to the City.

Address	Map & Lot	Property Type
15 Cross St.	004-07-008.0000	2 Family
270 Beaver St.	019-02-012.0000	Single Family
334 Roxbury St.	019-05-008.0000	Single Family
9 Martin St.	037-06-041.0000	2 Family
21 Allen Ct.	116-06-006.0000	Single Family
18 Blue Jay Ct.	913-17-014.0117	Manufactured Home
74 Sparrow St.	913-17-014.0185	Manufactured Home

BACKGROUND:

In accordance with RSA 80:76 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; or
- taking deed to the property would for any other reason be contrary to the public interest.

City Staff has made phone calls, done research and worked with owners to get the list from 23 properties in July down to 13 in August and currently there are now 7 properties.

Address		
15 Cross St.	In an Estate ,for Sale with Masiello and an Atty is handling the Estate. Not occupied. Has Elderly Deferral for the 2006 and 2007 tax years.	
270 Beaver St.	In an Estate with many family members in the Estate. Have had no response from family that they are interested in property. The 2011 taxes are also outstanding. Has Mortgagee which is also an Estate. Not occupied.	
334 Roxbury St.	Planning on 500.00/month looking to get a reverse mortgage. Made one 500.00 payment in December. Has been advised to contact assessing several times.	
9 Martin St.	In an Estate might have a tenant living in apartment. An Atty is handling the Estate.	
21 Allen Ct.	Not able to pay anything is occupied. Have spoken with owner. Has an X1 exemption.	
18 Blue Jay Ct.	Have left many messages promised to pay has not paid since April of 2012. This property has park rent.	
74 Sparrow St.	Not able to pay. This property has park rent. Has spoken with Human Services and Assessing.	

cc: Thomas Mullins, City Attorney
Daniel Langille, City Assessor

CITY OF KEENE
NEW HAMPSHIRE

DATE: March 2, 2016

TO: Finance, Organization, and Personnel Committee

THROUIGH: Med Kopczynski, City Manager

FROM: Eric Swope, Industrial Pretreatment Coordinator
Donna Hanscom, Assistant Director of Public Works

SUBJECT: Request for approval to solicit donations to be used as prizes for City of Keene Fourth Grade Water Science Fairs.

Recommendation:

Finance, Organization and Personnel Committee recommends that the City Manager be authorized to do all things necessary to solicit and accept donations to be used as prizes for the Fourth Grade Water Science Fairs from local and regional businesses.

Background:

Since 1997, staff at the City of Keene's Wastewater Treatment and Drinking Water Facilities have sponsored, coordinated, and run water science fairs for fourth grade students within the City of Keene. Each year a fair is held at each elementary school that chooses to participate. The top three projects from each school are then eligible to participate at a City-wide science fair, which is a qualifying event for the State Water Science Fair. Last year nearly 120 fourth grade students completed water science fair projects in Keene schools. Over 1300 Keene students have participated since the fairs began in 1997.

The science fairs were initiated in conjunction with the NH Drinking Water Week Coalition and are designed to encourage student involvement in the sciences and to encourage education about water-related issues. The fairs enjoy broad support from teachers, schools and participating students and their families.

Typically, the City has provided a certificate of participation and a tee shirt to all students who present a project. It has also provided trophies and prizes to the top three finishers from each school and to the top four finishers at the City fair. Prize donations were solicited for the first two years, then a budget was established and the Science Fair project was funded through a line item in the water fund's Administration budget.

As part of an overall attempt to curtail spending, for the past several years staff has requested approval from the City Council to solicit donations for prizes from local and regional businesses and organizations. Last year twelve businesses and organizations donated prizes including gift certificates, pool passes, museum passes, a Silver Eagle coin and Colonial Theater event passes.

CITY OF KEENE
NEW HAMPSHIRE

DATE: March 3, 2016

TO: Finance, Organization, and Personnel Committee

THROUGH: Medard Kopczynski, City Manager
Kürt D. Blomquist, P.E., Public Works Director

FROM: Aaron Costa, Operations Manager

SUBJECT: Contract for Phase 2 of an Inflow and Infiltration Evaluation of the City's wastewater collection system with Hazen and Sawyer

Recommendation

The Finance, Organization, and Personnel committee recommends the City Council authorize the City Manager to do all things necessary to execute a professional services contract with Hazen and Sawyer, Environmental Engineers (H&S) to perform Phase 2 of an Inflow and Infiltration (I/I) Evaluation of the City's Wastewater Collection System for an amount not to exceed $48,750.

Background

The Wastewater Treatment Plant (WWTP) receives higher than normal flows due to inflow and infiltration (I/I) in the wastewater collection system. Infiltration occurs when groundwater enters the sanitary sewers through defective pipe joints, broken pipes or degradation of sewer pipe materials. Infiltration can occur in areas where the groundwater elevation is higher than the sewer pipe. Inflow can be described as water that enters the sewers from connections such as sump pumps, roof drains and catch basins.

Storm events that produce several inches of rain have resulted in significant increases in wastewater flows within hours after the storm begins. These high flows can last for weeks and can cause violations of the City's wastewater discharge permit, operational problems such as biological upsets, increased grit deposits, increased staff overtime, increased electrical demand at the pump stations and increased chemical costs.

In 2013, through the request for qualifications process, staff selected Hazen and Sawyer Environmental Engineers to perform an I/I evaluation. The evaluation included the installation of flow and rainfall monitoring equipment in multiple areas of the collection system. The evaluation was completed in January 2015 and the result was a report that identified areas in the eastern portion of the City that exhibit high levels of I/I. The eastern portion of the collection system is also the oldest part of the system.

Hazen and Sawyer recommend further evaluation of the four sub-basins located in the eastern portion of the City. Phase 2 will specifically target these areas and identify specific areas of the system that exhibit high levels of I/I. It is expected that the repair of those areas will be prioritized through the Sewer Improvement project list.

Section 2-1336 of the City code allows the City Council to waive purchasing requirements when there is a need to standardize services. There are other firms that could perform the work, but Hazen and Sawyer performed Phase 1 and have the background and the working knowledge of the City's collection system. Staff recommends continuing to work with Hazen and Sawyer on phase 2.

The Finance, Organization, and Personnel committee recommends the City Council authorize the City Manager to do all things necessary to execute a professional services contract with Hazen and Sawyer, Environmental Engineers (H&S) to perform Phase 2 of an Inflow and Infiltration (I/I) Evaluation of the City's Wastewater Collection System for an amount not to exceed $48,750. Funding for this evaluation was approved through the FY16 CIP program.

City of Keene
NEW HAMPSHIRE

March 7, 2016

TO: Finance, Organization and Personnel Committee

FROM: Patricia A. Little, City Clerk

SUBJECT: Significant Items of Legislation

Each year City staff reviews legislation in an effort to identify which proposals impact their departmental operations. This effort is directed by a City Council policy adopted in 2009 that recognizes a community's effectiveness at influencing legislation is dependent upon identifying issues which are important and then communicating positions in a timely fashion.

For the convenience of the staff and the City Council, web pages are maintained that lists bills by specific departments. These legislative web pages link to the State of New Hampshire legislative pages where information regarding the bill text, docket information and proposed recommendations of the Committees can be found.

While departments have been given the discretion without seeking direct authorization from the City Council to testify on specific bills; there is always a role for the Council as the governing body. Of all the pieces of legislation that are being tracked by City staff, there are certain ones that are considered *significant enough* to be brought to the attention of the Keene City Council for an official position of the City. The staff considered the following criteria in determining whether a piece of legislation is significant:

* Results in a Budgetary Impact

* Results in Significant Operational Impacts or Service Delivery

* Validates or contradicts a statement in the Comprehensive Master Plan

The significant items of legislation are referred to the Standing Committee that has responsibility for the underlying issue. City staff will be present to explain the legislation and the basis of their recommendation. A typical motion for the Committee would be to endorse the position of the City staff.

HB 1696 An Act requesting modification of the New Hampshire Health Protection Program

HB 1696 would re-authorize the Medicaid expansion providing for continuation of the NH Health Protection Program. Through this program, access to affordable health care and medications is provided to many Human Services clients resulting in savings to the City and a direct reduction in reliance on local property tax payers for assistance with medications. Additional benefits, which are more difficult to quantify, include those resulting from a more pro-active approach to healthcare. With a stable system supporting health, clients' opportunities to successfully seek and maintain employment are enhanced, thus reducing the risk of homelessness and need for rent, utility, or other supportive services provided through the City's Human Services program.

Staff recommendation: Support

SB 333 An Act Relative to Net Energy Metering

While HB1116 passed yesterday, raising the Net Metering cap from 50 MW to 100 MW, "a recent study found that NH still rates twenty-ninth of 32 states studied in its per capita production of solar energy. Our per capita solar energy production is less than half of Maine's, and less than 5% of that in our neighboring states of Vermont and Massachusetts." Without removing NH's net metering cap, further PV installation investments will be difficult in our state for the residential and commercial sector, by non-profits and by municipalities. SB 333 offers the possibility of lifting the currently mandated cap on net metering. The lifting of the cap would allow and encourage New Hampshire's clean energy sector to continue to grow without the shadow of a looming cap, whatever the amount. As mentioned in an earlier communication on the issue:

Staff would urge the consideration of additional contact to the legislature, NH's Science, Technology and Energy Committee to support of SB 333 to remove the Net Metering Cap.

Staff recommendation: Support

HB 1659 An Act Relative to the Implementation of the Clean Power State Implementation Plan

Staff would urge the City Council to consider communicating to Cheshire County House members to oppose HB 1659 which would prohibit a state clean power implementation plan. The Regional Greenhouse Gas Initiative (RGGI) has been a focus of Keene's Cities for Climate Protection committee as well as several of our master plans. This global compact utilizes market forces to address the problem of carbon emissions and climate change creating jobs, keeping the planning process in the State's hands, reducing energy costs and encouraging innovation in the state's clean energy economy.

Staff recommendation: Oppose

2G

City of Keene
New Hampshire

February 29, 2016

In City Council March 3, 2016.
Referred to the Finance, Organization and Personnel Committee.

Patricia Little
City Clerk

TO: City Council

FROM: Kendall W. Lane, Mayor

SUBJECT: Fiscal Policies

As the Council reviews the Fiscal Policies for the City of Keene, I would ask that you consider the following items for inclusion in the Fiscal Policies. These are based on items that are included in the Town of Hanover Fiscal Policies and are consistent with the goals and objectives of our own Fiscal Policies.

IV.

d. Property Taxes.

i. The City shall limit its property tax revenue increases to the Boston CPI, net of expenditures required by law, and debt service payments.

i-a. The City chooses to utilize the CPI, not because it reflects inflation in the City's costs, but because it reflects the overall inflation in what citizens purchase. This manages City spending such that increases in a citizen's tax bill are in line with increases in all of their other expenses. The goal is to have the cost of City services as a percentage of a tax payer's total expenses remain constant.

f. The State has chosen to solve its revenue problem by downshifting expenses to the local communities and tapping into the broad based property tax at the local level. Downshifting is an effective strategy for the State however it is unsustainable at the local level and would quickly lead to a significant reduction in town services. The City is sensitive to this added expense to the taxpayers and will attempt to limit the impact. However, as a State expense we will pass through State downshifting to the taxpayers.

Kendall W. Lane

Cc: Medard Kopczynski, City Manager
Patty Little, City Clerk
file

CITY OF KEENE
NEW HAMPSHIRE

FINANCE DEPARTMENT

DATE:	**March 3, 2016**
MEMO TO:	**Finance, Organization & Personnel Committee**
THROUGH:	**Med Kopczynski, City Manager**
FROM:	**Steve Thornton, Finance Director**
RE:	**Staff recommended change to the 2016 Proposed Fiscal Policies**

RECOMMENDATION:

That Fiscal Policy section V.b.iv relating to ambulance service fees be amended to "Service fees shall be set at 250% above the Medicare determined usual and accustomed rates".

BACKGROUND:

The fiscal policy in question refers to the rates charged for services rendered by the ambulance service.

The ambulance services provided to Keene residents and the residents of contract communities are paid for through two revenue streams. The largest is ambulance fees paid by users of the ambulance service, recovered through patient billings paid through insurance, and in a small percentage of cases, through out of pocket payment by patients.

The second revenue stream is contract town stand – by billings. At the end of each fiscal year, ambulance service revenues are subtracted from ambulance service expenditures. The difference is allocated between the City of Keene and contract towns on a per capita basis. The City of Keene portion is paid for through property taxes.

Proposed Fee Change: The majority of insurance billings (52%) are paid by Medicare. Each year, Medicare publishes a new directory of "usual and accustomed rates" which sets the level at which Medicare will reimburse providers of all types of medical services for the year. Each year over the last several years, Medicare has decreased its' reimbursement rates slightly (2016 = .4% decrease).

Our ambulance billing service recommends that we set our rates substantially above the Medicare rates, as private insurers reimburse at a higher rate than Medicare, and the higher rates benefit cost recovery.

Through 2012, this policy set ambulance rates at Medicare plus 40%. In 2013, the policy was changed to set rates set at Medicare plus 75%. The proposed fiscal policy change will establish the rates at Medicare plus 250%.

The purpose of the increase is to generate larger reimbursements from insurance carriers, thereby decreasing the amount of property tax needed to offset ambulance costs. Medicare and Medicaid payments would not increase with the rate increase, as their payment amounts are fixed, nor would Blue

Cross, as their reimbursement rates are also set by schedule. These payers cover about 75.5% of billed calls. These three insurance carriers pay for services as outlined in their fee schedules, regardless of ambulance service rates.

Other insurance carriers make up 13.3% of billed calls, and the increase (to some degree depending upon the carrier) would be paid by this group.

The last payer group is the uninsured. Between 7/1/2014 and 6/30/2015, 2,261 billable transports were made, and of those, 254 were uninsured persons or 11.2% of billed calls. The rate increase would have an impact upon this population.

The City has collection practices in place for ambulance services that provide the ability to write off bills for those whose income is below the poverty line. There is also the opportunity for uninsured individuals to set up a payment plan that meets the needs of the billed party. Nonpaying persons are eventually reported to a credit rating agency.

As a point of reference, for the billed calls described above, the City has a collection percentage of 91.58% of allowable charges for calls covered by some form of insurance. For the 254 uninsured persons, the collection percentage is 16.89%.

It is estimated by our billing company that this change could generate an additional $85,000 per year in ambulance service revenue or roughly 10% of the average annual revenue over the last three years.

As Medicare rates continue to decline, staff intention is to review this policy annually, and update as needed.

Comparison to Other Communities: Information has been provided by our billing company on the "average bundled Comstar top 50" rates. These rates are the average of the rates charged by Comstar's top billing 50 clients. Five of these are NH communities.

Attached is a chart which compares the average rates of those 50 communities with the City's current and proposed rates.

Charges	**Comstar Top 50**	**Keene Current**	**Medicare +250%**
Rarely Used	Avg Rates	Rates	Rates
BLS EMERGENCY BASE RATE	$1293.00	$719.20	$1,312.04
BLS NON-EMERGENCY BASE RATE	$1293.00	$719.20	$828.05
ALS NON-EMERGENCY BASE RATE	$2099.00	$1,206.10	$993.69
ALS1 EMERGENCY BASE RATE	$2099.00	$1,206.10	$1,573.36
ALS2 EMERGENCY BASE RATE	$3194.00	$1,796.94	$2,277.21
SPECIALTY CARE TRANSPORT	$3647.00	$2,000.79	$2,691.27
MILEAGE	$34.00	$12.72	$25.33
INTERCEPT FEE		$391.67	$391.67
NO TRANSPORT FEE		$491.90	$491.90

CITY OF KEENE

R-2016-02

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

A RESOLUTION ....Relating to Fiscal Policies..

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

WHEREAS: the National Advisory Council on State and Local Budgeting (NACSLB) has developed a comprehensive set of recommended practices on budgeting; and

WHEREAS: one key component of those recommended practices calls for the adoption of fiscal policies by the local legislative body to help frame resource allocation decisions; and

WHEREAS: the Government Finance Officers' Association (GFOA) has endorsed the recommended practice developed by the NACSLB; and

WHEREAS: it is the intent of the City Council, by this resolution, to articulate this financial blueprint as clearly and completely as possible,

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Keene that its fiscal policies are as follows:

I. Fund Structure
   a. All funds are intended to be self-supporting, with no subsidies from one fund to another required for operations or capital outlay.
   b. The City will continue to conduct its financial activities through the use of the following funds:
      i. Governmental Funds
         - General Fund – shall be used to account for those governmental activities that are not recorded in one of the other City Funds that have been established under the authority of the City Council
         - Special Revenue Funds:
            a. Grants Fund – shall be used for those activities that are funded in part or in whole by contributions from other entities
            b. Parking Fund – shall be used to account for the operations, maintenance and capital outlay needs of the municipal parking areas
            c. PC Replacement Fund – shall be used to account for the on-going replacement of PC's and certain peripherals, and desk top software utilized by all City departments

PASSED

d. Solid Waste Fund – shall be used to account for the activities of the transfer and recycling operations and for post-closure costs associated with the closed landfill
- Capital Projects Fund – shall be used to account for the capital projects funded by any of the governmental funds

ii. Proprietary Funds
- Enterprise Funds
  a. Sewer Fund – shall be used to account for the operations, maintenance, and capital outlay needs of the sewer collection and treatment systems
  b. Water Fund – shall be used to account for the operations, maintenance, and capital outlay needs of the water treatment and distribution systems
- Internal Service Funds
  a. Equipment Fund – shall be used to account for the operations, maintenance and capital outlay needs of fleet services

II. Budget

a. The City shall adopt appropriated budgets for the following funds
   i. General Fund
   ii. Parking Fund
   iii. PC Replacement Fund
   iv. Solid Waste Fund
   v. Sewer Fund
   vi. Water Fund
   vii. Equipment Fund
b. All appropriated budgets shall be adopted annually.
c. All appropriations for annual operating budgets (exclusive of capital projects) shall lapse at fiscal year end unless encumbered by a City of Keene purchase order that is recorded in the Finance Department computer system on or before June 30th of any year, or as authorized by the City Manager in writing, on a case-by-case basis. Those encumbrances shall be reported to the City Council in an informational memorandum by July 15 of every year.
d. The City Council shall be presented with a budget for each of the funds that have an appropriated budget annually, and each shall be balanced.
e. The budget document shall provide projections of revenues and expenditures/expenses beyond the subject year.
f. Upon completion of any project, any residual funds shall be returned to the fund that provided the original appropriation.
g. Partner City Committee
   i. For the Partner City Committee, general fund appropriations shall be accounted for and expended separately from donations and proceeds from fund raising activities.
   ii. Each year, if the city council approves a general fund appropriation, that amount shall be transferred into a distinct non-lapsing account. The Partner City Committee is authorized to spend this appropriation, as well as the donations and proceeds from fund raising activities, for activities associated with their purpose, as defined in the city code. At year end, the

balance remaining in the non-lapsing account funded by general fund appropriations shall be reviewed by city staff. To the extent that any balance remaining exceeds the total of the two most recent appropriations, the excess shall be returned to the general fund as surplus.

III. Purchasing

a. Environmental Preferred Purchasing. To the greatest extent possible and within budgetary constraints, the City of Keene will consider life-time costs and environmental impacts when purchasing goods and services.
   i. Practices will be developed, implemented and adhered to that will reduce waste by increasing product efficiency and effectiveness.
   ii. Products that minimize environmental impacts, toxins, pollution, and hazards to worker and community safety will be given preference to the greatest extent practicable.
   iii. To the greatest extent possible and within budgetary constraints, the City of Keene will purchase products that:
      - include recycled content,
      - are durable and long-lasting,
      - conserve energy and water,
      - use agricultural fibers and residues,
      - reduce greenhouse gas emissions.
   iv. To the greatest extent possible and within budgetary constraints, the City of Keene will incorporate green building principles and practices into the planning, design, construction, management, renovation, operation, and demolition of all City facilities.

b. Collaboration. The City may seek collaboration with other interested governmental entities or agencies to consolidate when possible and practicable employees, services, and the purchase of materials, supplies, and other consumables, when doing so:
   i. reduces duplication of effort,
   ii. provide for the efficient and effective use of public resources, and
   iii. conforms to budgetary parameters and remain cost competitive.

IV. <u>Revenues</u>

a. One-time revenues. One-time revenues will only be applied toward one-time expenditures; they will not be used to finance on-going programs or services. On-going revenues should be equal to, or greater than, on-going expenditures.

b. Diversity. The City will strive to diversify its revenues in order to maintain needed services during periods of declining economic activity and/or during periods of property tax pressures.

c. Designation of Revenues.
   i. Each year, the City shall designate and set aside $25,000 for conservation purposes, funded through the allocation of the Land Use Change Tax (LUCT). If the prior years' LUCT revenues are less than $25,000, the General Fund will provide the difference from general revenues to ensure an annual contribution of $25,000. Additionally, in the years when the LUCT revenues exceed $25,000, 50% of the amount over $25,000 will be designated for the conservation purposes, with the total annual designation

not to exceed $100,000. Expenditure of funds to be made upon approval of the City Council. Balance of said sum not to exceed $500,000.

    ii. Direct reimbursements from other entities shall be used to offset the appropriate City expense.
    iii. Except for the provisions stated above, or as provided otherwise by Federal or State law, or by local ordinance, no unanticipated revenues shall be designated for a specific purpose(s) unless directed by the City Council.

d. Property Taxes.
    i. The City shall limit its property tax revenue increases to the Boston CPI, net of expenditures required by law, and debt service payments.
    ii. Property Tax Credits and Exemptions. All exemptions and credits will be reviewed with the City Council every three years, unless there are legislative changes that cause a review to occur on a more frequent basis.
e. Non-property tax revenues. The City will maximize the utilization of payments in lieu of taxes and user fees and charges.

V. <u>Fees and Charges</u>

a. Certain services provided by the City of Keene will be assigned a fee or charge for the users of the service, dependent upon how the community benefits from the provision of those services.
    i. In the event that the benefit is community-wide, there will be no user fee or charge assessed.
    ii. In the event that the service benefits a finite and definable sector of the community, then that group will be assessed a fee or charge for provision of the service.
b. Cost Recovery
    i. Cost recovery goals should be based on the total cost of delivering the service, including direct costs, departmental administration costs, and organization-wide support costs (e.g. accounting, human resources, data processing, insurance, vehicle maintenance).
    ii. Fees and Charges will be set at something less than full cost recovery when:
        - A high level of cost recovery will negatively impact the delivery of service to low-income groups.
        - Collecting the fees and charges is not cost effective.
        - There is no intended relationship between the amount paid and the benefit received (e.g. social service programs).
        - There is no intent to limit the use of the service (e.g. access to parks and playgrounds).
        - Collecting the fees would discourage compliance with regulatory requirements and adherence to said requirements is self-identified, and as such, failure to comply would not be readily detected by the City of Keene.
    iii. Fees and Charges will be set at, or above, full cost recovery when:
        - The service is also provided, or could be provided, by the private sector.
        - The use of the service is discouraged (e.g. fire or police responses to false alarms).

        - The service is regulatory in nature and voluntary compliance is not expected (e.g. building permits, plans review, subdivisions).
    iv. Ambulance:
        - Service fees shall be set at 75% above the Medicare-determined usual and customary charge.
        - A fee will be implemented for those instances when responses that involve the use of drugs or specialized services are provided, but there is no transport
        - There will be no charge for responses determined by the Fire Department to be "public assists."

c. The method of assessing and collecting fees should be made as simple as possible in order to reduce the administrative and support costs of collection.
d. The City will periodically utilize the services of a collection agency when all other reasonable efforts to collect fees and fines have been exhausted; fees for such services to be paid from amounts collected.
e. Rate structures should be sensitive to the market price for comparable services in the private sector or other public sector entities.
f. All fees and charges shall be adopted by the City Council either by ordinance, resolution or by action of a council committee.
g. Fees and charges shall be reviewed on an on-going basis, and recommended changes brought forth to the City Council for action, to ensure that they remain appropriate and equitable.

VI. Capital Improvement Program

a. The City of Keene shall prepare a capital improvement program (CIP) with a span of six years.
b. The CIP shall be updated annually.
c. The CIP will include all projects anticipated to be undertaken in the ensuing six-year period that have an estimated cost in excess of $20,000 and an anticipated useful life of at least five years.
d. The CIP shall contain revenue projections and rate impacts that support estimated operating costs as well as the proposed capital program.
e. Each project funding-request shall originate from a city department and shall include the following information:
    i. A description of the project.
    ii. A cost estimate.
    iii. A project time line.
    iv. A priority ranking.
    v. An estimate of the operating budget impact.
    vi. A reference to Community Goals.
    vii. A reference to Master Plans.
f. The CIP will be reviewed by the Finance Committee of the City Council and by the Planning Board.
g. The CIP will be the subject of a public hearing before it is adopted.
h. The funding requests in the first year of the adopted CIP will be included in the next annual budget document.
i. Upon project completion, any residual funds shall be returned to the fund that provided the original appropriation, unless otherwise directed by the City Council.

VII. Debt

a. The City of Keene will periodically incur debt to finance capital projects. All issuances of debt are subject to State of NH RSA 34 and 162-K.
b. Debt may be issued to fund those projects with a public purpose of a lasting nature, or as otherwise allowed by state law.
c. Debt will not be issued to provide for the payment of expenses for current maintenance and operation except as otherwise specifically provided by law
d. The City of Keene shall not incur debt that exceeds any limits set by state law.
e. All bonds are authorized by Resolution of the Keene City Council and require a 2/3 vote.
f. The City of Keene may use the services of a financial advisor to assist in preparing for, and executing, any sale of bonds. Said services shall be obtained as the result of a Request for Proposals (RFP) process, which shall be conducted at a minimum of once every five (5) years.
g. The City of Keene shall acquire the required services of bond counsel as the result of a Request for Proposals (RFP) process, which shall be conducted at a minimum of once every five (5) years.
h. Form. The City of Keene has issued three types of bonds:
    i. General Obligation Bonds – repayment is backed by the full taxing power of the City of Keene.
    ii. Tax Increment Financing Bonds – repayment is first backed by the revenue stream generated by increased revenues created within an established Tax Increment Financing District; to the extent that the increased revenues created within the district are not adequate, the repayment of the bonds would then be backed by the full taxing power of the City of Keene.
    iii. Refunding Bonds – these bonds are issued to refinance outstanding bonds before their term in order to either remove restrictions on the original bonds and/or to take advantage of lower interest rates. Repayment is backed by the full taxing power of the City of Keene.
i. Competitive sale is the preferred method of sale, however negotiated sales may occur for a current or advance refunding, or for other appropriate reasons.
j. Term
    i. Debt will be incurred only for those projects with a useful life of at least five (5) years.
    ii. The term of any debt incurred by the City shall be limited to no greater than the expected useful life of the improvement.
k. The use of short-term financing, lease or lease-purchase agreements shall be kept to a minimum.
l. The City of Keene will contain its General Fund debt service and current revenue capital outlay appropriations, on a five-year average, at or less than 15% of the General Fund operating budget.
m. Other funding sources – to the extent they are available, the City of Keene will actively pursue
    i. Grants that reduce the city's initial investment in project/improvement
    ii. Grants that contribute to the on-going debt service for city project(s)
    iii. Other financing tools such as tax credits that leverage the City's initial investment in a project.

VIII. Capital Assets

a. The City of Keene will develop and maintain a computerized capital asset system and database, including the necessary procedures and policies, to ensure the accurate and timely recording and reporting of additions, modifications, improvements, transfers and disposal of capital assets in accordance with generally accepted accounting principles (GAAP).

b. Capitalization of equipment, buildings, land and improvements other than buildings (if one or more of the following criteria are met):

   i. Cost (if known) or fair market value is greater than or equal to $5,000 and useful life is greater than one year for new or replacement items

   ii. In the case of modifications and upgrades, cost is greater than or equal to $5,000 for equipment, and $10,000 for buildings and other improvements and the changes accomplish one or more of the following:
      - Prolongs the useful life of the asset
      - Adapts the asset to a new or different use
      - Substantially increases the value of the asset
      - Does not substantially replace a current asset

   iii. All land acquisitions will be capitalized at cost (if known) or fair market value

   iv. The total cost of placing an asset into service condition will be capitalized.

c. Capitalization of infrastructure

   i. Cost greater than or equal to $10,000 and useful life greater than five years

   ii. The depreciation approach will be utilized for the reporting of all infrastructure

d. Depreciation: straight-line depreciation will be used to depreciate all depreciable capital assets over the estimated useful life of each asset, as determined by industry standards.

e. Asset Classification: assets will be recorded within broad asset groups (e.g. land, buildings, etc.).

f. Budgeting: the budgeting of capital assets will be in a manner that will facilitate the identification and recording of the asset in accordance with this policy.

IX. Fund Balance Classification Policies and Procedures

a. Fund Balance: Fund balance represents the difference between current assets and liabilities and shall be comprised of non-spendable, restricted, committed, assigned and unassigned amounts defined as follows:

   1. Non-spendable fund balance - includes amounts that are not in spendable form such as inventory or prepaid expenses or are required to be maintained intact such as perpetual care or the principal of an endowment fund.
   2. Restricted fund balance - includes amounts that can only be spent for specific purposes stipulated by external resource providers such as grantors or, as in the case of special revenue funds, as established through enabling legislation.
   3. Committed fund balance - includes amounts that can be reported and expended as a result of motions passed by the highest decision making authority, the City Council.
   4. Assigned fund balance - includes amounts to be used for specific purposes including encumbrances and carry forwards authorized and fund balance to be used in the subsequent fiscal year.

5. Unassigned fund balance - includes amounts that are not obligated or specifically designated and is available in future periods.

b. Spending Prioritization: when an expenditure is incurred that would qualify for payment from multiple fund balance types, the City uses the following order to liquidate liabilities: restricted, committed, assigned and unassigned.

c. Net assets: net assets represent the difference between assets and liabilities. Net assets invested in capital assets, net of related debt, consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets. Net assets are reported as restricted when there are limitations imposed on their use either through enabling legislation adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations or other governments. All other net assets are reported as unrestricted.

X. Stabilization Funds

a. Unassigned Fund Balance.
   i. That portion of available funds within each fund that can be used to offset emergency expenditures, a downturn in collection of significant revenues, or other unforeseen events.
      - Unassigned fund balance for the General Fund will be maintained at between seven (7) and ten (10) percent of the sum of the total of the General Fund annual operating budget and the property tax commitment for the school (both local and state) and the county.
      - Fund balances in all other budgeted funds should be maintained at between five (5) and ten (10) percent of the annual operating budget for that fund.

b. Self-funded health insurance.
   i. The City shall retain funds for its self-funded health insurance program. The intended purposes for these funds are to provide a measure to smooth rate fluctuations, to accommodate an unforeseen increase in claims, and to provide financial protection from run-out costs in the event the city moves toward a fully insured plan. The amount retained shall not exceed three months of estimated claim costs.

c. Capital Reserves.
   i. Capital Reserves, classified as committed funds, are reserves established under State of NH law, invested by the Trustees of Trust Funds, for several purposes that include the construction, reconstruction, or acquisition of a specific capital improvement, or the acquisition of a specific item or of specific items of equipment, or other purposes identified in RSA 34, relating to Capital Reserve Funds for Cities.
   ii. The City of Keene has established the following capital reserves:
      1. Fire Equipment Capital Reserve – for the acquisition or significant rehabilitation of fire apparatus
      2. Ambulance Capital Reserve – for the acquisition or significant rehabilitation of ambulances
      3. Intersection Improvements Capital Reserve – for the rehabilitation or reconstruction of existing intersections

4. Hazardous Waste Site Capital Reserve – for the clean-up, mitigation and testing associated with the old City landfill located at 580 Main Street
5. Transfer/Recycling Center Capital Reserve – for the repair and replacement of existing infrastructure, systems and equipment
6. City Hall Parking Deck Capital Reserve – for the repair and replacement of existing infrastructure, systems and equipment
7. Wells Street Parking Facility Capital Reserve – for the repair and replacement of existing infrastructure, systems and equipment
8. Landfill Closure Capital Reserve – for the closure and post-closure costs associated with the City landfill located at Route 12 North.
9. Wastewater Treatment Plant Capital Reserve – for the repair and replacement of major components of plant, including equipment and building
10. Martel Court Pumping Station Capital Reserve – for the repair and replacement of major components of station, including equipment building
11. Sewer Infrastructure Capital Reserve – for the repair and replacement of existing infrastructure, systems and equipment including pump stations and the collection system
12. Water Treatment Facility Capital Reserve – for the repair and replacement of major components of facility including pumps, controls, chemical systems, etc., and building components
13. Water Infrastructure Capital Reserve – for the repair and replacement of major components of existing infrastructure, systems and equipment including wells, lift stations, tanks, etc., and the distribution system
14. Fleet Equipment Capital Reserve – for the replacement of vehicles and equipment under the control of Fleet Services
15. Bridge Capital Reserve – for the construction, reconstruction and rehabilitation of bridges.
16. Downtown Infrastructure and Facility Improvement Capital Reserve – for infrastructure and facility improvements in the downtown.
17. **Transportation Improvements Capital Reserve - to fund, wholly or in part, improvements in the transportation system including roads, bridges, bicycle and pedestrian facilities, and intermodal facilities, except for parking.**

XI. Deposits of Excess Funds

a. Objectives (in priority order):

i. Safety – the safety of principal is the foremost objective

ii. Liquidity – investments shall remain sufficiently liquid to meet the operational cash needs of the City of Keene

iii. Yield – taking in to account the priority objectives of safety of principal and liquidity, a market rate of return

b. Authorized Investments:

i. US Treasury obligations

ii. US government agency and instrumentality obligations

iii. Repurchase agreements with NH Banks acting as principal or agent, collateralized by US Treasury/Agency obligations

iv. Certificates of Deposits in NH Banks (collateralized)

v. NH Public Deposit Investment Pool

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Kendall W. Lane, Mayor

In City Council January 21, 2016.
Referred to Finance, Organization
and Personnel Committee.

Patricia Little

City Clerk

COMMUNICATIONS REGARDING THE CIP:

1. Councilor Manwaring – Robin Hood Tennis Courts
2. Councilor Jacobs – Repair and maintenance expenditures
3. Councilor Lamoureux – Gilbo Avenue Parking Lot
4. Kathleen Packard/Library Board of Trustees – Library Renovation Project

Patty Little

From: Councilor Janis Manwaring
Sent: Friday, February 26, 2016 9:35 AM
To: Patty Little; Medard Kopczynski
Subject: request re: CIP for all councilors to consider

Good morning Patty and Med,

RE: the CIP:

I am requesting that the Robin Hood Tennis Courts Renovation/Construction (pg. 56) be moved forward to 2017, not 2018.
The cost listed is $23, 390.

My reason for this request is twofold:
first: it had originally been originally scheduled for last year, but the funding was diverted to Jonathan Daniels School as Robin Hood needed more serious work. It was implied that this construction would occur this year.
Second: the Southeast Keene Neighborhood Group raised money for a new swing, and it was installed in Robin Hood Park.
A good tennis court surface would support more families and individuals using the park.

Thank your for considering my request.

City Councilor Ward 1

To: Mayor Lane and City Councilors

From: Councilor Carl Jacobs

March 7, 2016

RE: Capital Improvement Program and Debt Rating

In light of the Debt Rating Scorecard Analysis presentation at our last City Council meeting and the continuing process of the Capital Improvement program which included the public hearing, I am suggesting a strategy that will support the Library Enhancement project while taking substantive steps to reduce the City's debt load.

I believe investing in the Library Improvements will enhance our economy and quality of life. Our investment will be leveraged so that our $2,000,000 bond will help bring our community a facility worth more than four times our investment.

I also believe we must address our debt service being out of compliance with our own fiscal policies. The Debt Rating Analysis made clear that moving toward a pay as you go approach would improve our rating and save us money in debt costs.

Looking at the CIP, I notice several requests for repair and maintenance to be debt funded:

- Page 70; Curbing repair or replacement
- Page 82; Sidewalk repair or replacement
- Page 88; storm water spot repairs

These maintenance expenditures seem to belong in the operating budget. Funding them from current revenue would be a positive step toward debt reduction.

Although it is not directly a debt related, I also question including other maintenance expenditures in the CIP, for example those listed on pages 130 and 148.

For this writing I am focused on supporting the Library expansion and reducing debt.

3-6-16

March 6, 2016

Finance Organization and Personnel Committee
3 Washington Street
Keene NH 03431

I am writing this letter requesting that the Gilbo Avenue Parking lot project listed on Page 96 of the proposed FY17-FY22 Capital Improvement Budget be moved from FY19 construction to FY18. The project of a mill, shim overlay was originally scheduled to be completed in FY 17. During the preparation of the FY 17-FY22 Capital Improvement budget the project was moved. The project scheduled for FY19 included new items as well. The replacement of existing asphalt curbing and sidewalks, with granite curbing and sidewalks would be completed. New concrete sidewalks separating parking lanes improving pedestrian safety would be added. Removal of parking meters and installation of Kiosks, new landscape and additional parking spaces on Gilbo Avenue.

The City has continued to invest in the community for safety, esthetics and longevity. The Gilbo East Parking Lot has not received any substantial upgrades for many years. The lot is in disrepair with crumbling surface, drainage issues and pedestrian safety concerns. We have the opportunity to invest in the area which would benefit the entire downtown. With the potential development in the area such as the Library project this will give the City the opportunity to make a gateway to West Street as well as improve the safety and esthetics of Gilbo Avenue.

I would request that the project receive the same treatments as the Commercial Street Parking Lot such as a new lighting plan with underground conduits to remove the remaining utility poles overhead wires, new ornamental lighting, a new sidewalk be installed on Gilbo Ave from Lindy's Diner to St James Street as there is only a painted line for pedestrian traffic and landscaping be considered. Further that the six spaces on the east side of St James St adjacent to the parking lot be incorporated into the parking lot design. And a thorough investigation into the asphalt surface is conducted to ensure a stable base is present.

With the presentation from Eversource to upgrade the electrical downtown infrastructure project, coordination with Eversource, City water, sanitation and gas utilities would occur to eliminate further excavating of the parking lot.

Respectfully Submitted,

Gary P. Lamoureux

Gary P. Lamoureux, City Councilor At-Large

City Council
March 3, 2016
Public Hearing – Capital Improvement Program 2016-2022

To the members of the city council and Mayor Lane, please accept this letter of support for the library renovation project.

I am the President of the Board of Trustees of the Library. I have been a Trustee for five years, resident of Keene for eight, and lived within a thirty-mile radius for twenty years.

Over the past few years I have heard and read concerns from community members about attracting businesses, residents, and visitors to Keene. Many people have expressed their ideas for accomplishing this. I believe that investing in this project will help achieve this goal.

The library is one of the places in our city that potential new residents go to gauge whether or not they can live here. It is a place they invariably answer a resounding yes. When they visit the building, they see a beautiful and welcoming combination of historic and modern spaces. And when they explore further they discover the array of programming, technology and traditional resources available to them.

Renovating the annex and connecting it to the current library will result in the expansion of these already in-demand resources as well as create many new, community-identified needed spaces, while addressing some of the larger concerns the city is faced with. This is supported by MEDC's (Monadnock Economic Development Corporation) data projection in which they stated that the renovation project would create:

- 79 new construction jobs (during construction)
- $1.7 million of sales for Keene area businesses (during construction)
- Over 2,300 new visitors to downtown Keene every year
- Over $70,000 of new visitor spending every year

As a community we have the opportunity to create a library-of-the-future. This is vital for our long-term economic vitality and would set us apart regionally. For a small investment by the city towards the needed improvements to the Library Annex, we can not only accommodate our current entrepreneurs with new meeting spaces but also create maker spaces for our future ones. Together we can achieve our common goals.

Thank you for your consideration.

Sincerely,
Kathleen Packard

Kathleen Packard
19 Terrace St
Keene, NH 03431