



CITY OF SOMERSWORTH
Office of the City Manager

TO: Mayor Dana Hilliard and City Council Members
FROM: Robert M. Belmore, City Manager *RB*
DATE: Friday, March 4, 2016
SUBJECT: City Manager's Report for Monday, March 7, 2016
City Council Agenda

5:30 p.m. - State of the City Address

Lay on the Table (under Section 12 of Agenda)

- A. Resolution No. 20-16 Adopting the Provisions of New Hampshire RSA Chapter 162-K Municipal Economic Development and Revitalization Districts.** Again, this is only adopting enabling legislation. Further Council action will be required to create an actual TIF District.

Unfinished Business (under Section 13 of Agenda)

Ordinances

- A. Ordinance No. 13-16 Amending Chapter 4, Personnel Rules and Regulations by Amending Section 7.6 Titled "Vacation" and Section 8.2 Titled "Suspension".** Attached you will find additional information from our HR Manager, Linda Corriveau. I have also included a copy of the "Purpose" clause of the Personnel Rule & Regulations. As you will read, these rules apply to non-union employees. Where a CBA (Collective Bargaining Agreement) exists, no part of these Rules & Regulations shall apply unless the CBA specifically provide for it in the Agreement (CBA).
- B. Ordinance No. 14-16 Amending Chapter 29, Administrative Code by Amending Section 3.5 Titled "Department Head Authority, Duty & Responsibility" and Section 3.6.2 Titled "Common Duties and Responsibilities."** The Government Operations Committee is supporting the action items spelled out in "Ordinance No. 13-16" and "Ordinance No. 14-16".

Resolutions

- A. Resolution No. 21-16 To Authorize the City Manager to Notify the State of New Hampshire and State of Maine That the City Shall Provide Funding for the Eddy Bridge Project.** The City Council did appropriate \$5,000 in this fiscal year's budget for preliminary work for this project. I recommended the use of the Transportation Fund to provide the additional funding needed to make the City's commitment to this project. Please consider the attached recommended Resolution amendment to increase the amount from \$50,000 to \$55,000 for our project match, with \$50,000 coming from this special Fund. Attached is some background information from PWD Mike Bobinsky.
- B. Resolution No. 23-16 Vote to Authorize the Trustees of Trust Fund to Release the First Payment Due the Somersworth School District from the Post-Withdrawal Capital Trust Fund.** This is the first of two payments due for debt service payments from the post-withdrawal agreement made with the Rollinsford School District. The fund was created through Resolution 1-15, naming the City Council as agents to expend. As of December 31, 2015 there was \$165,486 in the fund. The Somersworth School Department is requesting release of \$82,743 this year, with the balance of the fund to be released next fiscal year.

New Business (under Section 14 of Agenda)

Resolutions

- A. Resolution 24-16 Authorizing the City Manager to Enter into a Pilot Agreement with Frisbie Memorial Hospital D/B/A Family Care of Somersworth.** The Finance Committee voted to support this action, moving it to the full City Council for consideration. City Attorney Walter Mitchell has completed a review of the document. Attached is a *red-lined* version of the Agreement that show changes approved by the City Attorney. Frisbie officials have also accepted the document as amended.
- B. Resolution No. 25-16 Increase the Pay of Election Officials and to Add the Position of Assistant Supervisor of the Checklist.** The Government Operations Committee met on Monday, February 29th and they recommend Council approval of this action item. City staff provided a summary of other municipalities' payment stipends, which is attached.

Other

- A. Vote to Oppose the Following Proposed State Legislation and to Send Notice of Such to the NH Legislature and Governor.** This request is being forwarded by Mayor Hilliard, Councilor Sprague and Council Witham. I have attached some background information received from the City of Dover which was also the basis of some discussion at the last Tri-City Coalition meeting. A copy of the legislation is also attached.
- SB349 Relative to the Disqualification of the City Clerk as the Chief Election Official if not a Resident of the City Served.
 - HB1687 Relative to Governmental Liability for Personal Injury on Playground Structures.
 - HB1688 Relative to Governmental Liability for Negligence Claims, Both Seek to Dramatically Expand Municipalities' Exposure to Personal Injury Claims.

City Manager's Items (under section 10 of Agenda)

A. Information Items:

1. **Somersworth Youth Connection (SYC) – Spirit Up Clean-up Day.** The Somersworth Youth Connection and High School Rotary Interact Club are organizing their 9th Annual “Spirit up Somersworth” Community Clean-up day in celebration of Earth Day on Saturday, May 7th, 7:30 a.m. – 1:00 p.m. As has been the practice, I have authorized the Highway Department to assist in this School-City partnership. Attached is a copy of their announcement letter.
2. **Goal Setting Session, Saturday, March 12.** Attached is the agenda, last year’s meeting minutes and a worksheet to complete prior to the session. Please note: Immediately following there will be the iPad training/orientation with Backbay Networks, our contracted IT provider.
3. **City Council Workshops.** Respectfully, I recommend the Mayor & Council schedule the following workshop sessions before regularly scheduled meetings:
 - **Monday, March 21st at 6:00 p.m.**
Wastewater Treatment Facility Capacity Evaluation with Wright Pierce Engineer, Tim Vadney.
 - **Monday, April 18th at 6:00 p.m.**
EPA Brownfield’s Clean-up Grant Process.
4. **So-called Nard’s Parking Lot.** I am pleased to inform you, that, on behalf of the City, I have closed on the sale of this former City parking lot. The deed has been recorded, and \$81,000 received and banked.

B. Attachments:

1. City Attorney Certifications (4).

RESOLUTION NO. 20 -16 ADOPTING THE PROVISIONS OF NEW HAMPSHIRE
RSA CHAPTER 162-K MUNICIPAL ECONOMIC DEVELOPMENT AND
REVITALIZATION DISTRICTS.

Somersworth, NH
February 1, 2016

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SOMERSWORTH that the City of Somersworth hereby adopts the provisions of Chapter 162-K Municipal Economic Development and Revitalization Districts.

WHEREAS, RSA 162-K enables municipalities to adopt its provisions to authorize the establishment of Tax Increment Financing (TIF) development districts; and

WHEREAS, TIF districts provide an opportunity for economic development; and

WHEREAS, The addition of TIF districts pursuant to the statute will enhance the attractiveness of the City of Somersworth for economic development creating a stronger tax base for the citizens of Somersworth; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the provisions of RSA 162-K permitting the establishment of TIF districts in the City of Somersworth are adopted by the Somersworth City Council to promote economic development.

Introduced by

Jonathan McCallion
Martin P Dumont, Sr.
David Witham
Dale R. Sprague

Approved:

City Attorney

A PUBLIC HEARING IS REQUIRED WITH POSTING FOR SEVEN (7) DAYS IN A NEWSPAPER. NO ACTION MAY BE TAKEN BY THE CITY COUNCIL UNTIL FIFTEEN (15) DAYS AFTER THE PUBLIC HEARING IS CONDUCTED.

ORDINANCE NO. 13 -16 AMENDING CHAPTER 4, PERSONNEL RULES AND REGULATIONS BY AMENDING SECTION 7.6 TITLED "VACATION" AND SECTION 8.2 TITLED "SUSPENSION".

Somersworth, NH
February 16, 2016

THE CITY OF SOMERSWORTH ORDAINS THAT the ordinances of the City of Somersworth, as amended, be further amended as follows:

AMEND Chapter 4, Section 7.6 titled "Vacation" by deleting it in its entirety and replacing it with the following:

Vacation is earned in increments of a whole day beginning with the first day of employment of the current employment with the City according to the schedule below:

Years of Service	Days per Year Earned
6mo. To 1 year	5 working days
Over 1 yr. to 5 yrs.	10 working days
Over 5 yrs. to 10 yrs.	15 working days
Over 10 years	15 working days plus one day per year of service over ten years to a maximum of 30 days

For recruitment purposes of exempt employees the City Manager may approve additional days of vacation taking into consideration years of service or previous experience.

Exempt employees may carryover or cashout up to 5 days (40 hours) vacation time with prior City Manager approval.

AND FURTHER AMEND Chapter 4, Section 8.2 titled "Suspension" by deleting it in its entirety and replacing it with the following:

8.2 Suspension

The City Manager may suspend an employee without pay for inefficiency, incompetence, misconduct, negligence, insubordination, or for other sufficient cause. A written statement setting forth the reasons for such action will be filled with the Personnel Officer.

This ordinance will take effect upon its passage.

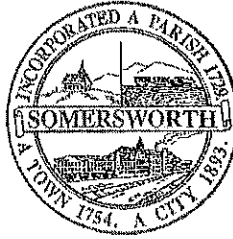
Introduced by Councilors:

Jennifer G. Soldati
Martin P. Dumont, Sr.
Nancie Cameron
Jessica Paradis

Approved:

City Attorney

Memo from Human Resources



Date: February 25, 2016

To: Bob Belmore, City Manager

From: Linda Corriveau, HR Manager

Re: Suspension Authority

The table below shows the suspension authority in other communities and provides an opinion from *Carol Kilmister* - Human Resource Consultant at Primex.

OTHER NH COMMUNITIES	
Bethlehem	Department Heads recommend to the Board, but the Board has final approval.
Concord	Department Head can suspend if HR and City Manager approve.
Dover	Department heads may establish subordinate positions and make appointments and removals as may be necessary, within the limitations of the appropriations provided and subject to the provisions of the City Charter, the Merit Plan and the approval of the City Manager.
Franklin	Department Head recommends, City Manager approves (up to 2 weeks), over 2 weeks approved by City Council.
Portsmouth	Fire/Police Commission can suspend after hearing. There is no mention in City Charter or Ordinances.
Rochester	Department Heads as part of progressive discipline.
Swanzey	Department Head has to make a recommendation to the Board of Selectman and the Board makes the final decision.
PRIMEX Carol Kilmister states "When it comes to the higher forms of progressive discipline, such as suspension and termination, I tend to err of the side of a senior level designee making these decisions. You know, of course, that the biggest opportunity for liability here is in the lack of consistency. If you designate the City Manager as the only person to suspend (and I'm assuming terminating or recommending termination), then you have significantly reduced the potential for lack of consistency. It's a very strong mechanism for controlling the process – and I'm definitely in favor of that."	

1. Purpose

The Personnel Rules and Regulations provide for the appointment, promotion, training, transfer, layoff, discipline, removal, compensation and conditions of employment for employees of the City of Somersworth except for employees of the School Department. These rules apply to all employees for whom wages, hours and conditions of employment are not provided in a collective bargaining agreement. Where a collective bargaining agreement exists, no part of these rules and regulations shall apply to employees covered by the agreement unless specifically and explicitly provided for in the agreement.

The provisions and benefits of this Chapter are deemed to be exclusive and no employment agreement of any kind shall be binding or valid unless first proposed by the City Manager and adopted by the City Council. (Passed 2/4/1991.)

2. Administration

2.1 Existing Conditions

It is the intention of these rules that any person employed on the date the rules become effective will not lose any benefit to which he or she was entitled on that date. Any person receiving such a benefit must inform the City Manager of that fact within 60 days of the effective date of these rules. The employee and the City Manager will write out the terms of those benefits which will then continue in effect until a change in the employee's status justifies discontinuing the benefits. Benefits of this kind are to a specific individual and not to the position.

2.2 Separability

The sections and parts of these Rules and Regulations are separable. If any portion of them is held to be invalid, the remainder will continue in effect.

2.3 Pledge Against Discrimination

The City of Somersworth shall apply all rules and regulations and carry out all dealings with its personnel, without discrimination as to age, marital status, race, color, creed, national origin, sex, political affiliation, or mental disability, physical disability, or sexual orientation. All employees are expected to act in a like manner in all performance of their duties as City employees.

(Amended 06/05/2006.)

The amendment by reference to mental and physical disability shall be effective as of July 26, 1992, relative Federal law claims and 1975 relative State statute claims, pursuant to RSA 354-A. (Passed 1/4/1992.) (Amended 1/4/1993.)

3. Definitions

3.1 Anniversary Date

The anniversary date of an employee is the first full day of the employee's current employment by the City and is used to calculate length of service. The date normally will be adjusted to correct for unpaid leaves of absence, broken service or, with the consent of the employee, for other good cause.

ORDINANCE NO. 14 -16 AMENDING CHAPTER 29, ADMINISTRATIVE CODE BY
AMENDING SECTION 3.5 TITLED "DEPARTMENT HEAD AUTHORITY, DUTY &
RESPONSIBILITY" AND SECTION 3.6.2 TITLED "COMMON DUTIES AND
RESPONSIBILITIES."

Somersworth, NH
February 16, 2016

THE CITY OF SOMERSWORTH ORDAINS THAT the ordinances of the City of Somersworth, as amended, be further amended as follows:

AMEND Chapter 29, Section 3.5 titled "Department Head Authority, Duty & Responsibility", by removing "for purposes of the Personnel Plan and" and adding "as defined by".

The Section will read as follows:

- b) Department heads serve at the pleasure of the City Manager for indefinite terms and are salaried, exempt employees as defined by the Fair Labor Standards Act.

AND FURTHER AMEND Chapter 29, Section 3.5 titled "Department Head Authority, Duty & Responsibility", by removing section d) in its entirety.

AND FURTHER AMEND Chapter 29, Section 3.6.2 titled "Common Duties and Responsibilities" by removing "more than once in every five (5) years", and adding "without approval of the City Manager."

The Section will read as follows:

- d) No funds shall be expended to defray the costs of a department head attending a national convention or a national training session without approval of the City Manager.

This ordinance will take effect upon its passage.

Introduced by Councilors:

Jennifer G. Soldati
Martin P. Dumont, Sr.
Nancie Cameron
Jessica Paradis

Approved:

City Attorney

RESOLUTION NO. 21 – 16 TO AUTHORIZE THE CITY MANAGER TO NOTIFY THE
STATE OF NEW HAMPSHIRE AND STATE OF MAINE THAT THE CITY SHALL
PROVIDE FUNDING FOR THE EDDY BRIDGE PROJECT.

Somersworth, NH
February 16, 2016

WHEREAS, the Fiscal Year 2017-2022 Capital Improvements Program contains a recommendation for funding for improvements to the Eddy Bridge on Salmon Falls Road connecting Somersworth, NH and Berwick, Maine, and

WHEREAS this Project is a three-party project with funding provided from the City of Somersworth, State of New Hampshire, and the State of Maine, and

WHEREAS, the City Council has appropriated an initial \$5,000 in this fiscal year's budget for preliminary Eddy Bridge Improvement Project work, and

WHEREAS, additional Project funding required of the City of Somersworth is \$45,000 (Forty Five Thousand dollars), and

WHEREAS, the City Council adopted Resolution 17-13 to create the Municipal and Transportation Fund for the purpose of improvements in the local or regional transportation system including roads, bridges, bicycle and pedestrian facilities, parking and intermodal facilities, and public transportation, and

WHEREAS, the City Council is the designated agent to expend these funds,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to notify the State of New Hampshire and the State of Maine that the City will provide funding in an amount of \$50,000 (Fifty Thousand dollars) for this project and the City Manager is further authorized to take any and all necessary action to complete this project in the best interest of the City, and

BE IT FURTHER RESOLVED that the additional Project funding of \$45,000 (Forty Five Thousand dollars) is authorized to be funded from the Municipal and Transportation Fund.

Introduced by Councilors

David Witham
Dale R Sprague
Jennifer Soldati
Martin Pepin
Denis Messier

Approved

City Attorney

Amendment for 3/07/2016 Meeting
Requested by City Staff

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RESOLUTION NO. 21 – 16 TO AUTHORIZE THE CITY MANAGER TO NOTIFY THE STATE OF NEW HAMPSHIRE AND STATE OF MAINE THAT THE CITY SHALL PROVIDE FUNDING FOR THE EDDY BRIDGE PROJECT.

Somersworth, NH
February 16, 2016

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WHEREAS this Project is a three-party project with funding provided from the City of Somersworth, State of New Hampshire, and the State of Maine, and

WHEREAS, the City Council has appropriated an initial \$5,000 in this fiscal year's budget for preliminary Eddy Bridge Improvement Project work, and

WHEREAS, additional Project funding required of the City of Somersworth is ~~\$45,000~~50,000 (~~Forty-Five~~ Fifty Thousand dollars), and

WHEREAS, the City Council adopted Resolution 17-13 to create the Municipal and Transportation Fund for the purpose of improvements in the local or regional transportation system including roads, bridges, bicycle and pedestrian facilities, parking and intermodal facilities, and public transportation, and

WHEREAS, the City Council is the designated agent to expend these funds,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to notify the State of New Hampshire and the State of Maine that the City will provide funding in an amount of ~~\$50,000~~55,000 (~~Fifty~~ Five Thousand dollars) for this project and the City Manager is further authorized to take any and all necessary action to complete this project in the best interest of the City, and

BE IT FURTHER RESOLVED that the additional Project funding of ~~\$45,000~~50,000 (~~Forty-Five~~ Fifty Thousand dollars) is authorized to be funded from the Municipal and Transportation Fund.

Introduced by Councilors

David Witham
Dale R Sprague
Jennifer Soldati
Martin Pepin
Denis Messier

Approved: City Attorney



MEMORANDUM from Director Public Works & Utilities

Date: March 4, 2016
To: Bob Belmore
From: Michael J. Bobinsky, Director of Public Works and Utilities
Cc: Scott Smith, Director of Finance
Re: Ft Eddy Bridge Repair Project

In December of 2015, MaineDOT reached out to the City and NHDOT for financial participation in this shared maintenance bridge (50% MaineDOT and 50% Somersworth). The scope of work is to replace the wearing surface, joint replacement / rehabilitation, and painting the beam ends. Deck replacement may also be needed but not yet known and would increase the estimated cost below.

The current ballpark cost from MaineDOT is:

	PE	ROW	CON	CE	Total
MaineDOT Work Plan Estimate	\$20,000	\$5,000	\$225,000	\$25,000	\$275,000
NH Share Estimate	\$20,000	\$5,000	\$225,000	\$25,000	\$275,000
Total	\$40,000	\$10,000	\$450,000	\$50,000	\$550,000

- NHDOT anticipates participating at the normal 80%, so the \$275,000 NH Share estimate would be split:

80% NHDOT = \$220,000

20% City of Somersworth = \$55,000

Somersworth share of PE & ROW would be \$5,000, and the City's share of the construction costs will be \$50,000. We recently requested a total of \$50,000 for the City's local share of the project improvements. (\$5,000 for PE and ROW and \$45,000 for construction). Based on updated construction cost estimates, our local match obligation will be \$55,000, (\$5,000 for design and \$50,000 for construction) and therefore I am requesting an additional \$5,000 appropriation for this work.

Bob Belmore

From: Michael Bobinsky
Sent: Friday, March 04, 2016 2:28 PM
To: Bob Belmore
Subject: FW: Eddy Bridge - Somersworth-Berwick (078/124)

C. R Willeke summaries the current projected costs of the Ft. Eddy Bridge project and reflects the City of Somersworth share of the cost at \$ 55,000. On another note, I had asked in a recent email if he can confirm that NH DOT has funded this project and while he does not answer that directly but in re reading this email and his summary of the program costs, I interpret that NHDOT has the funds for their share of the bridge repair project. I have asked again in a very recent email to confirm my question and understanding.

From: Charles Willeke [mailto:CWilleke@dot.state.nh.us]
Sent: Monday, February 29, 2016 2:50 PM
To: Michael Bobinsky
Cc: Nancy Mayville
Subject: FW: Eddy Bridge - Somersworth-Berwick (078/124)

Hi Michael,

Nancy mentioned that you e-mailed her recently about the status / funding of the Eddy bridge project. I recently updated Bill Watson with the below message - my understanding of the current estimated costs and status of the project. NHDOT does plan on participating at 80% of the NH side share which makes the overall split equal to 50% MaineDOT, 40% NHDOT, and 10% City of Somersworth.

Let me know if you have any questions or need any additional information.

C.R.

C.R. Willeke, P.E.
Project Manager
NH Dept. of Transportation
The Bureau of Planning & Community Assistance
John O. Morton Building
7 Hazen Drive, PO Box 483
Concord, NH 03302-0483
Direct Tel (603) 271-6472
Office Tel (603) 271-2107
Fax (603) 271-8093

From: Charles Willeke
Sent: Wednesday, February 17, 2016 3:12 PM
To: Bill Watson
Cc: Nancy Mayville
Subject: Eddy Bridge - Somersworth-Berwick (078/124)

Hi Bill,

As requested, here is an update / my understanding of a potential future project with MaineDOT and the City of Somersworth for the Eddy Bridge (Salmon Falls Road over the Salmon Falls River)

In December of 2015, MaineDOT reached out to the City and NHDOT for financial participation in this shared maintenance bridge (50% MaineDOT and 50% Somersworth). The scope of work is to replace the wearing surface, joint replacement / rehabilitation, and painting the beam ends. Deck replacement may also be needed but not yet known and would increase the estimated cost below.

The current ballpark cost from MaineDOT is:

	PE	ROW	CON	CE	Total
MaineDOT Work Plan Estimate	\$20,000	\$5,000	\$225,000	\$25,000	\$275,000
NH Share Estimate	\$20,000	\$5,000	\$225,000	\$25,000	\$275,000
Total	\$40,000	\$10,000	\$450,000	\$50,000	\$550,000

If NHDOT participates at the normal 80%, then the \$275,000 NH Share estimate would be split:

80% NHDOT = \$220,000

20% City of Somersworth = \$55,000

Somersworth share of PE & ROW Only would be \$5,000, which to my understanding is what they are currently appropriating.

I have indicated to MaineDOT that NHDOT would need to enter into a project agreement prior to expenses being incurred, as part of all of this project may be funded with Federal MOBRR funds. Leanne Timberlake is the project manager for MaineDOT and her last email correspondence (late Dec 2015) was that she would be sending a draft agreement to NHDOT and the City for review. I have not seen one to date. I have yet to request a project number for NHDOT pending confirmation of a pending agreement.

Here is a snap shot from the google earth bridge database:

Somersworth 078/124 (E-2)

SALMON FALLS ROAD over SALMON FALLS RIVER

POSTED: E2.

Owner: Municipality, Bridge Type: IB-C, Year Built: 1969, Rebuilt: 0
No. Main Spans: 1, No. App. Spans: 0, Total Bridge Length: 118 feet
Condition - Deck: 6, Super: 7, Sub: 7

I hope this helps and let me know if you need any more information.

C.R.

C.R. Willeke, P.E.
Project Manager

RESOLUTION NO. 23 – 16 VOTE TO AUTHORIZE THE TRUSTEES OF TRUST FUNDS TO
RELEASE THE FIRST PAYMENT DUE THE SOMERSWORTH SCHOOL DISTRICT FROM THE
POST-WITHDRAWAL CAPITAL TRUST FUND.

Somersworth, NH

February 16, 2016

WHEREAS, the City of Somersworth City Council adopted Resolution 1-15 creating the Post-withdrawal Capital Trust Fund created for the purpose of holding the post-withdrawal payment made by the Rollinsford School district to the Somersworth School District for pending payments on outstanding bonded school debt, namely the 1996 Series C bonds dated August 15, 1996, and

WHEREAS, the Fiscal Year 2016 debt payment has been made by the Somersworth School District and the amount due from the post-withdrawal capital trust fund for that payment is \$82,743 (Eighty Two Thousand Seven Hundred Forty Three dollars), and

WHEREAS, the Somersworth City Council has been named as agents to expend,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH, that the Trustees of Trust Funds are authorized to release \$82,743 (Eighty Two Thousand Seven Hundred Forty Three dollars) to the Somersworth School District from the Post-withdrawal Capital Trust Fund.

Introduced by Councilors

David Witham
Dale Sprague
Jennifer Soldati
Martin Pepin

Approved

City Attorney

RESOLUTION 24 -- 16 AUTHORIZING THE CITY MANAGER TO ENTER INTO A PILOT AGREEMENT WITH FRISBIE MEMORIAL HOSPITAL D/B/A FAMILY CARE OF SOMERSWORTH.

Somersworth, NH
March 7, 2016

WHEREAS, the City Council passed Resolution No. 15-05 that authorized the City Manager to enter into a PILOT (Payment in Lieu of Taxes) Agreement with Frisbie for the tax years 2005 through 2015, and

WHEREAS, this Agreement has expired, and

WHEREAS, the City Council's Finance Committee has reviewed Frisbie's request to enter into a new PILOT Agreement as authorized under RSA 72:23-n for the tax year beginning April 1, 2016 and expiring at the conclusion of tax year 2025, and

WHEREAS, the PILOT Agreement states that Frisbie shall make an annual financial contribution consisting of seventy-five percent (75%) of the annual and normal tax assessment assessed against the Family Care facility and in return the City shall award said Frisbie facility a charitable exemption under RSA 72:23 subject to the timely annual filing for exempt status as required by NH State Law,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to enter into a PILOT Agreement as authorized under RSA 72:23-n under these terms and other conditions spelled out in said PILOT Agreement for the tax years 2016 through 2025.

Introduced by

David A. Witham
Dale R. Sprague
Martin Pepin
Jennifer G. Soldati

Approved

City Attorney

SETTLEMENT AGREEMENT

This Agreement (the "Agreement") is dated _____, 20__, by and between the Frisbie Foundation ("FF"), Frisbie Memorial Hospital ("FMH"), d/b/a Family Care of Somersworth ("FCS") (collectively "Frisbie") and the City of Somersworth (the "City").

Preliminary Statement

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By a Settlement Agreement dated February 17, 2005 (the "Former Agreement"), the City and Frisbie resolved their disagreement about the application of the charitable exemption from property taxes to property located at 353 High Street, Somersworth, and identified on the tax records of the City as Tax Map 21, Lot 0195 (the "FCS Facility"). The Former Agreement had a ten-year term which expired ~~ds at as~~ the end of ~~2015~~~~the current tax year~~.

The City and Frisbie have concluded that it is in their respective best interests to renew the Former Agreement in this new Agreement for an additional ten-year term. This Agreement shall be, in all respects, final and shall not be subject to challenge or termination except in accordance with its terms.

ARTICLE I**Status of FCS Facility**

~~— FCS Facility Subject to Exemption Charitable.~~ The City and Frisbie recognize that the FCS Facility is owned by a charitable entity and is operated for charitable purposes within the meaning of RSA 72:23, V and 72:23-1. Therefore under the laws as they currently exist, the FCS Facility is entitled to a charitable exemption under RSA 72:23 subject to the timely annual filing for exempt status as written in RSA 72:23, VI and 72:23-c.

ARTICLE II**PILOT AGREEMENT**

1. Frisbie's Annual Contribution to the City. Frisbie and the City agree that this agreement shall ~~also~~ serve as a PILOT Agreement, as authorized by RSA 72:23-n. Pursuant to this PILOT Agreement, Frisbie shall in each real estate tax year during the term of this Agreement make a financial contribution to the City (the "Annual Contribution") and the City shall accept the Annual Contribution ~~notwithstanding any change in New Hampshire law~~. The Annual Contribution shall each year consist of seventy-five percent (75%) of the Annual and Normal Tax Assessment assessed against the FCS Facility pursuant to paragraph 2 below. For each year of the PILOT Agreement, the City shall award the FCS Facility a charitable exemption from real estate taxes. The form for annual presentation from the City to Frisbie of the Annual Contribution is attached as Exhibit A. The amount due shall be based on the final valuation and tax rate that is established for each tax year.

2. Annual and Normal Tax Assessment. The Annual and Normal Tax Assessment shall be equal to the annual real estate property tax assessment pertaining to the FCS Facility as if the FCS Facility were not subject to the real estate property tax exemption pursuant to NH RSA 72:23. The City agrees that, commencing in the 2016 tax year, Frisbie may seek an abatement of the Annual and Normal Tax Assessment if, in the opinion of Frisbie, such assessment is not proportional or is otherwise illegal or unlawful. The City reserves the right, in accordance with applicable law, to make a determination on the amount, if any, or the denial of the abatement application. Upon the ultimate resolution of such an abatement action, whether through agreement or appeal, the resulting assessment shall be the Annual and Normal Tax Assessment against which the Annual Contribution shall be measured.

3. At the end of each real estate tax year the City shall send to Frisbie a reminder billing of its obligations under this agreement. If that billing remains unpaid, it may be collected utilizing the provision under RSA 80.

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ARTICLE III Term and Termination

1. Term. The term of this Agreement shall begin with tax year beginning April 1, 2016 and shall expire at the conclusion of tax year 2025, unless earlier terminated pursuant to the provisions of this Agreement.

2. Termination by Agreement. This Agreement may be terminated at any time upon the mutual agreement of all parties hereto. Such agreement to terminate shall be in writing.

3. Termination Due to Change in FCS Facility. This Agreement shall terminate if FF shall: (1) expressly convert to a for-profit business corporation under New Hampshire law, (2) be acquired by a for-profit organization, (3) substantially change the use of the FCS Facility such that the real estate is no longer owned, used or occupied in a charitable fashion by Frisbie, or (4) failure to timely file annually for exempt status as written in RSA 72:23, VI and 72:23-c.

4. This agreement shall also terminate if there is a change in New Hampshire statutory law such as would have effect on Frisbie's entitlement to charitable exemption or a decision of the New Hampshire Supreme Court clarifying Frisbie's entitlement to charitable exemption.

ARTICLE IV Implementation of Agreement

1. Approval by City. The City certifies that it has taken all steps required by applicable New Hampshire law to authorize the City Manager to execute, deliver, and perform this Agreement in accordance with applicable law.

2. Approval by Frisbie. Each of the component organizations of Frisbie has taken all steps as set forth in their respective organizational documents to authorize persons to execute, deliver and perform this Agreement.

Draft February 12 2016

3. Effective Date. The specific terms of this Agreement shall be absolute and binding as of the date of this Agreement.

ARTICLE V

Remedies

1. Inviolability of the Agreement and Stipulated Judgment. Each party acknowledges and agrees that this Agreement constitutes (i) an agreement for the voluntary annual payment in lieu of taxes ("PILOT") pursuant to RSA 72:23-n, which statute the parties construe as authorizing a multi-year PILOT agreement; and (ii) a settlement and compromise of all matters relating to the application of property taxes to the FCS Facility with respect to City tax years during the Term of this Agreement, excepting abatement requests which may arise under Article II, paragraph 2 above. Consequently, each party agrees that no party shall attempt to abrogate this Agreement or any of the terms, conditions, or provisions herein. The parties acknowledge and agree that, if any third party attempts to abrogate this Agreement or any of the terms, conditions or provisions contained herein, then each party shall defend this Agreement.

2. Breach, Notice of Opportunity to Cure and Non-Binding Mediation. Notwithstanding any other obligations in this Agreement, prior to the commencement of any legal proceedings to enforce any claim for a violation of this Agreement, the party alleging any such breach shall first give written notice to the other party of the alleged breach. The party receiving notice of breach shall have ten (10) days to cure such alleged breach. If the alleged breach is not cured, the parties shall then use their good faith efforts to resolve the dispute. If the dispute is not resolved through direct negotiations within a twenty (20) day period, which may be extended by agreement of the parties, the parties shall submit their dispute to a mutually-acceptable mediator. The parties shall, in consultation with the chosen mediator, promptly agree upon a format, timetable, and rules applicable to the mediation, and then promptly mediate. The parties may not commence litigation or seek other remedies with respect to the dispute, including termination of the Agreement, prior to the conclusion of the mediation. Prior to commencing litigation after the conclusion of mediation, the party seeking relief in court shall first notify the party against whom relief is sought in writing of its intent to commence litigation.

ARTICLE VI

Miscellaneous

1. Amendment and Waiver. This Agreement may not be amended or modified and any provision of this Agreement may not be waived, except by a writing executed by all parties to this Agreement or their counsel. No course of dealing between or among any parties having any interest in this Agreement will be deemed effective to amend, modify or waive any part of this Agreement or any rights or obligations of any parties under or by reason of this Agreement.

2. Notices. Except as otherwise expressly set forth in this Agreement, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by documented overnight delivery service. Notices, demands and communications

to the City and Frisbie shall, unless another address is specified in writing, be sent to the addresses indicated below:

Notices to Frisbie Memorial Hospital:

President
Frisbie Memorial Hospital
11 Whitehall Road
Rochester, NH 03867-5211

Notices to The Frisbie Foundation: same

Notices to City of Somersworth:

City Manager
City of Somersworth
1 Government Way
Somersworth, NH 03878

3. Entire Agreement. This document contains the entire agreement between the parties relative to its subject matter and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way.

4. Governing Law. This Agreement and any disputes arising hereunder shall be governed by and interpreted and construed in accordance with the substantive law of the State of New Hampshire.

5. Counterparts. This Agreement may be executed in one or more counterparts, anyone of which need not contain the signatures of more than one party, but all such counterparts together shall constitute one and the same instrument.

6. Ongoing Cooperation of the Parties. The parties recognize that the consummation of this Agreement and the transactions contemplated hereby will benefit from the ongoing cooperation of the parties, and each of the parties hereby agrees to comply in good faith with the reasonable requests of any other party which may be made from time to time in furtherance of the objectives of the parties in entering into this Agreement.

FOR THE CITY OF SOMERSWORTH:
CITY MANAGER

_____ duly authorized

FOR FRISBIE:
FRISBIE MEMORIAL HOSPITAL

its duly authorized _____

FRISBIE FOUNDATION

its duly authorized _____

Exhibit A

Frisbie ____ Voluntary Contribution

The City of Somersworth recognizes that Frisbie Health Services d/b/a Family Care of Somersworth, located on property at 353 High Street, Somersworth and identified on the City tax records as Tax Map 21, Lot 0195, is owned by a charitable entity and is operated for charitable purposes, and is therefore entitled to a charitable tax exemption. Pursuant to the Settlement Agreement between Frisbie Memorial Hospital, Frisbie Foundation, Frisbie Health Services d/b/a Family Care of Somersworth (collectively, "Frisbie"), and the City of Somersworth dated _____, 20__, which established a PILOT Agreement between the parties pursuant to RSA 72:23-n, the Annual Contribution from Frisbie for the tax year shall be as follows:

Annual and Normal Tax Assessment for Tax Map 21, Lot 0195 for the tax year ____
\$ _____ [(Annual and Normal Tax Assessment)]

Frisbie's Annual Contribution is 75% of \$ _____ [(Annual and Normal Tax Assessment)]

The Final Annual Contribution for the tax year _____ \$ _____

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RESOLUTION NO. 25 – 16 INCREASE THE PAY OF ELECTION OFFICIALS AND TO ADD THE POSITION OF ASSISTANT SUPERVISOR OF THE CHECKLIST.

Somersworth, NH
March 7, 2016

WHEREAS, the City Council of the City of Somersworth recognizes the commitment of the Election Officials who work to maintain the polls during the elections, and

WHEREAS, the City Council wants to encourage participation of residents working the polls during elections by enhancing the remuneration they receive, and

WHEREAS, the Supervisor of the Checklist is a demanding position, and may require assistance, especially during Presidential Elections, and

WHEREAS, the City Council's Government Operations committee examined this issue and supports these changes,

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the pay for Election Officials be increased as follows:

Pay for the Moderator to increase from \$75 to \$125 per election.

Pay for the Ward Clerks to increase from \$70 to \$120 per election.

Pay for the Selectmen to increase from \$60 to \$100 per election

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the position of Assistant Supervisor of the Checklist be created to assist with elections on an as needed basis, subject to the recommendation of the City Clerk and appointed by the Moderator. The pay for this position shall be \$10 per hour (Ten dollars per hour).

Introduced by

Jennifer Soldati
Martin P. Dumont, Sr.
Nancie Cameron
Jessica Paradis

Approved:

City Attorney

Note: The estimated cost is \$1,250 per election. In Fiscal Year 2017 there are two elections, (cost for FY 17 is \$2,500)

Resolution No. 25-16

	Moderator	Ward Clerk	Selectmen	Ballot Clerks	ASST. Checklist Supervisors	Supervisor of the clks-chair	Supervisor of the clks	Food
Somersworth	\$75/election	\$70/election	\$65/election	\$65/election			\$180/election \$222/election-day	Breakfast and Lunch they order lunch from a local
Dover	\$185/election	\$138/election	\$131/election	Xtra helpers for busy elections \$8.25/hour			must attend the mandatory sessions and do not get paid for	pizza/sub place and we provide coffee, breakfast items, bottles water, soda and various cheese crackers and chips.
Keene	\$150/election \$150/election plus \$10/hr for prep, dismantaling, and training	\$150/election \$150/election plus \$10/hr for prep, dismantaling, and training	\$100/election \$150/election plus \$10/hr for prep, dismantaling, and training	\$7.50/hour			\$125/election \$150/election plus \$10/hr for alterations and corrections \$20/occurrence	We bought them lunch (deli platters and chips) and water for the day. The dinners were donated by local pizza places.
Laconia								
Lebanon	10.50/hr	10.50/hr		7.75/hr		\$184/election plus 7.75/hr post-	\$147/election	Coffee/muffins(donuts) and an evening meal
Portsmouth	\$130/election	\$130/election	\$100/election	\$100/election				We pay an additional \$15.00 for meal allowance and we provide breakfast, lunch and dinner.

SB 349 - AS INTRODUCED

2016 SESSION

16-2786
03/01

SENATE BILL **349**

AN ACT relative to city chief elections officers.

SPONSORS: Sen. Birdsell, Dist 19; Sen. Lasky, Dist 13; Rep. Gray, Straf. 8; Rep. Cheney,
Straf. 17; Rep. Hoelzel, Rock. 3

COMMITTEE: Public And Municipal Affairs

ANALYSIS

This bill requires the governing body of a city to elect a registered voter as the chief elections officer if the city clerk is not a registered voter in the city.

Explanation: Matter added to current law appears in ***bold italics***.
Matter removed from current law appears [~~in brackets and struck through~~].
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Sixteen

AN ACT relative to city chief elections officers.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 1 City Chief Elections Officer. Amend RSA 652:14-a to read as follows:

2 652:14-a City Chief Elections Officer. ***If the city clerk is a registered voter in the city, he or***
3 ***she*** shall be the chief elections officer with authority to establish uniform practices and procedures
4 that conform to state and federal law for all elections conducted by the city. ***If the city clerk is not***
5 ***a registered voter in the city, the governing body shall elect a registered voter as the chief***
6 ***elections officer with the authority to establish such practices and procedures, who shall***
7 ***serve at the pleasure of the governing body.***

8 2 Applicability. The provisions of RSA 652:14-a, as amended by section 1 of this act, shall not
9 prohibit a person holding the office of city clerk on the effective date of this section who is not
10 registered to vote in the city from continuing to serve as city chief elections officer until such time
11 as the person is no longer serving as the city clerk.

12 3 Effective Date. This act shall take effect 60 days after its passage.

HB 1688-FN-LOCAL - AS INTRODUCED

2016 SESSION

16-2825
06/09

HOUSE BILL ***1688-FN-LOCAL***

AN ACT relative to governmental liability for negligence claims.

SPONSORS: Rep. Woodbury, Hills. 5; Rep. Hopper, Hills. 2

COMMITTEE: Judiciary

ANALYSIS

This bill provides that employees of a governmental unit may be held liable for damages in certain negligence claims.

This bill is a request of the committee to study government immunity from suit and accountability by its citizens established in 2015, 175 (SB41).

Explanation: Matter added to current law appears in ***bold italics***.
 Matter removed from current law appears ~~[in brackets and struck through.]~~
 Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Sixteen

AN ACT relative to governmental liability for negligence claims.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 1 Bodily Injury Actions Against Governmental Units; Liability for Negligence. Amend RSA
2 507-B:2 to read as follows:

3 507-B:2 Liability for Negligence. A governmental unit, ***employee, or official*** may be held
4 liable for damages in an action to recover for bodily injury, personal injury or property damage
5 caused by its fault or by fault attributable to it, ***whether or not*** arising out of ownership,
6 occupation, maintenance, or operation of all motor vehicles, and all premises[~~;- provided;~~]. However,
7 [that] the liability of any governmental unit with respect to its sidewalks, streets, and highways
8 shall be limited as provided in RSA 231 and the liability of any governmental unit with respect to
9 publicly owned airport runways and taxiways shall be limited as set forth in RSA 422.

10 2 Effective Date. This act shall take effect January 1, 2017.

HB 1688-FN-LOCAL- FISCAL NOTE

AN ACT relative to governmental liability for negligence claims.

FISCAL IMPACT:

The New Hampshire Association of Counties, New Hampshire Municipal Association, and Judicial Branch state this bill, as introduced, may increase state, county, and local expenditures by indeterminable amounts in FY 2017 and each year thereafter. There will be no fiscal impact to state, county, and local revenue.

METHODOLOGY:

The New Hampshire Association of Counties and New Hampshire Municipal Association state this bill expands liability for negligence claims to employees and officials of every political subdivision in the state. Further, this bill provides for liability arising out of ownership, occupation, maintenance, or operation of all motor vehicles, and all premises. This bill could increase the number of negligence cases in which counties and municipalities may be held liable for personal injuries. Costs for liability insurance for political subdivisions may increase by an indeterminable amount as a result of this bill.

The Judicial Branch states this bill may increase the number of cases brought forward for damages against governmental units, their employees, and their officials. There is no method to determine how many additional cases would be brought as a result of this bill to determine the fiscal impact on expenditures. The table below provides the potential costs associated with this bill:

	FY 2017	FY 2018
Judicial Branch*		
Complex Civil Case	\$724	\$756
Appeals	Varies	Varies
*It should be noted average case cost estimates for FY 2017 and FY 2018 are based on data that is more than ten years old and does not reflect changes to the courts over that same period of time or the impact these changes may have on processing the various case types.		

The Department of Administrative Services states this bill will have no fiscal impact because the State and all of its departments and agencies are exempt from the provisions of this bill pursuant to RSA 507-B:1, I.

HB 1687-LOCAL - AS INTRODUCED

2016 SESSION

16-2824
08/09

HOUSE BILL

1687-LOCAL

AN ACT relative to governmental liability for personal injury on playground structures.

SPONSORS: Rep. Hopper, Hills. 2; Rep. Woodbury, Hills. 5; Sen. Carson, Dist 14

COMMITTEE: Judiciary

ANALYSIS

This bill allows municipalities and school districts to be held liable for certain injuries on playground equipment.

This bill is a request of the committee to study government immunity from suit and accountability by its citizens established in 2015, 175 (SB 41).

Explanation: Matter added to current law appears in ***bold italics***.
 Matter removed from current law appears [~~in brackets and struck through~~]
 Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Sixteen

AN ACT relative to governmental liability for personal injury on playground structures.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 1 Use of Municipal and School District Playground Facilities. Amend RSA 507-B:11 to read as
2 follows:

3 507-B:11 Use of Municipal and School District **Playground** Facilities [~~for Skateboarding,~~
4 ~~Rollerblading, Stunt Biking, or Rollerskiing~~]. A municipality or school district, which without
5 charge permits any person to use [a facility] **playground structures** operated by the municipality
6 or school district [~~for the purpose of skateboarding, rollerblading, stunt biking, or rollerskiing, shall~~
7 ~~not be liable for personal injury or property damage resulting from the person's participation in~~
8 ~~such activity, in the absence of gross and wanton negligence~~] **may be liable for damages in an**
9 **action to recover for bodily injury, personal injury, or property damage under RSA 507-**
10 **B:2.**

11 2 Effective Date. This act shall take effect 60 days after its passage.

Background Information From City of Dover

HB 1687 & HB 1688

If one or both of these bills become law, municipalities and their employees and officials will face far greater liability exposure, potential lawsuits, and/or damage claims which will dramatically increase costs borne by taxpayers for insurance/risk pool coverage and legal consultation/representation, and potentially make it much harder to attract qualified individuals for municipal employment; and

If these bills are enacted, municipalities and school districts will likely have to abandon providing certain services/amenities – playgrounds, pools, non-essential services, etc., in order to limit liability and control costs incurred by taxpayers; and

These bills, HB 1687, relative to governmental liability for personal injury on playground structures, and HB 1688, relative to governmental liability for negligence claims, seek to dramatically expand municipalities' exposure to personal injury claims. HB 1687 would amend RSA 507-B:11 and repeal municipal immunity for injuries resulting from use of a skateboard or rollerblade park, and impose liability for injuries occurring on a playground structure maintained by a municipality or school district. HB 1688 would amend RSA 507-B:2 and eliminate partial municipal immunity for tort claims and make municipalities liable for all negligence claims, regardless of how they arise, and eliminate immunity for municipal employees and officials.

SB 349

SB 349, concerning the governing body's election of a registered voter as the chief elections officer if the city clerk is not a registered voter in the city, is currently pending before the New Hampshire Legislature and is attached. Currently, City Clerks are a city's chief elections officer under state law. In cities, Ward election officials are residents of the Wards in which they serve. The City Clerk, as the City's chief elections officer, oversees the election on a city-wide basis and ensures compliance with State elections laws and uniformity between the various Wards. City Clerks undergo regular training on State elections laws and procedures. In recruiting and hiring a City Clerk in the future, a city should not be precluded from hiring the person deemed most qualified and capable should that person not be able to reside in the City due to family or other personal considerations.



March 1, 2016
Mr. Robert Belmore
City Manager
One Government Way
Somersworth, NH 03878

Subject: Saturday May 7th Annual Community Cleanup 7:30 AM to 1:00PM

Dear Mr. Belmore:

Somersworth Youth Connection (SYC), Somersworth High School Interact Club along with support from the City of Somersworth are once again organizing their yearly community wide cleanup day in celebration of Earth Day. The 9th Annual "Spirit up Somersworth" event will take place on Saturday, May 7th from 7:30-1:00pm.

We have had over 225-250 participate last May which included: SYC Middle School Students and Families, High School Interact Club, Girl Scouts and Brownies from the Girl Scouts of America, Boy Scouts, National Honor Society, SHS Student Council, as well as many residents.

The challenge for 2016 is to involve the entire community; students, youth groups, families, businesses and community leaders to "Spirit Up" to designated areas, picking up trash, raking, planting, mulching and "connecting" with our great community. We already have a commitment from the SMS, SHS as well as many civic clubs. This is sure to be a great family event with free food, music, raffle prizes and plenty of "Spirit & Pride" for Somersworth!

We are focusing on cleaning designated areas such as the schools (SHS, SMS, Maplewood, and Hilltop); various down town areas, community adopt a spots as well as residents getting out into various neighborhoods.

We appreciate all the support and efforts offered by the City each and every year. We would like to once again request if possible, help with various supplies such as rakes, trash bags, brooms, and gloves. We would also appreciate any assistance and support from the Public Works Department as over the past years has proven invaluable with personnel and trucks available to help in moving materials around as well as trips to Malley Farm and Waste Management dumpsters throughout the morning.

One of the highlights from last year was the expansion/clean up of more streets than anticipated and the support of area restaurants donating lunch for all of the volunteers.

“Spirit Up Somersworth” will be successful again this year because of the assistance, dedication and commitment of all those in our community!

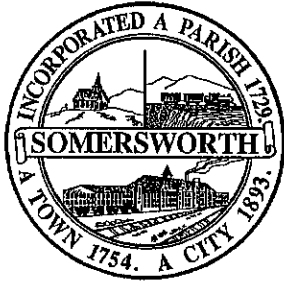
We would also request that information for “Spirit Up Somersworth” be shared at a City Council meeting, on the City website and Channel 22 if possible.

Please don’t hesitate to contact us with any questions you might have.

Thank you in advance for your consideration.

Sincerely,

Maureen Jackman
Director
Somersworth Youth Connection Programs
Somersworth School District
603-692-2126
mjackman@sau56.org



MEMORANDUM

TO: Mayor Dana Hilliard and Members of the City Council

FROM: Robert M. Belmore, City Manager *RB*

CC: Department Heads

DATE: Friday, March 4, 2016

SUBJECT: City Council Goal Setting Session
Saturday, March 12
City Council Chambers

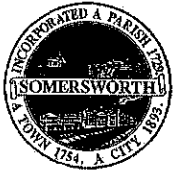
Attached is the previous Goal Setting Session minutes of March 28, 2015, as well as other session information.

8:30 a.m. Settle-in with coffee

9:00 a.m. Council Goal Session

- The Facilitator will be Carl Weber, Director of Member Services at Primex.

The plan is to finish the goal session around 11:00 a.m. Immediately following will be the iPad training and orientation.



City of Somersworth Goal Setting Session

Agenda March 12, 2016

1. Introductions, Purpose and Intended Results
 - a. Ground Rules
 - b. Brief Review of Somersworth Vision 2020 and Core Values
2. Identify Goals
3. Categorize Goals
4. Develop Strategic Objectives for Top Goals
5. Wrap-up, Recap, and Action Plan

(Please review the packet, complete the worksheet, and bring it to the facilitated session)



City of Somersworth Goal Setting Session

Goals – *Qualitative statements* of what the City intends to accomplish over a period of years. These are “Big Picture” items vital to organizational success. *List the top three below.*

Strategic Objectives – Short and long-term *quantitative results* that directly support the goals. Objectives should be measurable, achievable, related to the key factors for success in the City, and consistent with the goals. Objectives describe **WHAT** the City wants to happen. *These will be developed at the facilitated session.*

Tactics – A number of related and reinforcing steps for accomplishing the City’s objectives and goals. Tactics describe specifically **HOW** the goals and objectives will be met. *These remain for the City Manager, department heads, and staff to develop.*

List up to three **goals** that are essential to move the City forward, keeping in mind the definition above.

1) _____

2) _____

3) _____

Vision 2020

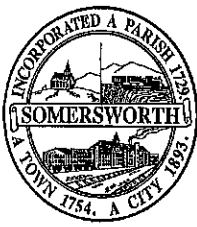
Somersworth will be a vibrant and highly sought after community in which to live, work, and play that celebrates its history, culture, diversity, and industrial roots.

Core Values

Trust - With each other and with the community, being reciprocal in nature

Respect - Fostering different views

Serve - Serving the public needs



City Council Meeting Minutes
March 28, 2015
2015-16 Goal Session Workshop

Attendees- Mayor Dana Hilliard, Councilors present: Brian Tapscott, Jonathan McCallion, Dale Sprague, David Witham, Jennifer Soldati, Denis Messier and Martin Dumont. Councilor Sean Collins arrived at 10:10 a.m. Absent: Councilor Martin Pepin.

City staff present- City Manager Robert Belmore, Police Chief Dean Crombie, Director of Planning & Community Development David Sharples, Director of Finance & Administration Scott Smith, and Director of Public Works & Utilities Todd Smith; Absent: Fire Chief Keith Hoyle.

Others present- facilitator Eric Wind.

The Meeting was called to order at 9:00 a.m.

The Facilitator report, which provides the discussion points & goals, is attached.

Goal Setting Workshop adjourned at 11:20 a.m.

Respectfully submitted,

Robert M. Belmore
City Manager

March 31, 2015

Somersworth City Council's 2015 Goal Setting Meeting

Facilitator's Meeting Summary from the March 28th, 2015 goal setting session

Councilors, the Mayor, the City Manager, City Department Heads and a facilitator met around 8:30 in the morning and started the session in earnest at 9:00. At 9:00 Councilors and the Department Heads participated in standing committee breakout groups to develop focused goals based on committee structures. At 10:00 the entire group got back together and discussed goals as a collective body until the meeting adjourned at 11:30.

Goals and Priorities for 2015

Use and sale of surplus city owned properties

- Continue to move aggressively in selling for surplus properties
- Meet with the Strafford Economic Development Corporation and the Great Falls Development Corporation to collaborate on public/private partnerships to fill vacant sites

Police Department staff retention

- Address issues including comparative regional salary shortfalls, deployment structure, feeder program and special initiatives
- Examine making the current staff assignment to the county task force full time
- Look at the Department's imaging/marketing for areas of improvement

Fire Department costs, climate and culture

- Utilize the new Tri-City Regional Council to examine regionalization of firefighting resources
- Examine the current staffing and management structure for ways to improve climate and culture within the Department

Mast Point Dam Revitalization Project

- All regulatory authorizations have been secured, site work will commence this spring

Parks and the Park Series Program

- Aggressively advertise the Parks and the Park Series Program
- Use technology/cameras to preserve park infrastructure and investments

Snow removal improvements

- Examine using fixed space contracting
- Transfer responsibility for clearing the School District's parking lots to the School District to better serve their needs and to keep Public Works resources on the streets

Pavement management/Road Resurfacing Management Plan

- Implement the Management Plan and examine different methods to catch up on funding (e.g. betterment assessments)

Examine whether to install gas service at the Police station before any adjacent road resurfacing begins

Maintain existing levels of service despite the tax cap and revenue hits

Streamline the Council Rules and the City Manager evaluation process

Upgrade finance department software

Code Enforcement

- Follow through on hiring a full time enforcement official
- Conduct an educational campaign relating to the recent changes in City Code enforcement authorities and what the expanded enforcement priorities will be

Historic District Commission size, scope and process

- A cooperative process to collaborate with the HDC and address the issues identified about the size of the District will be spearheaded by Mayor Hilliard

Superfund Site and Solar Array

- Council is awaiting recommendations and then EPA/DES approval
- Future action will be needed by Finance and Economic Development Committees