



City of Rochester, New Hampshire

Finance Office

31 Wakefield Street • Rochester, NH 03867-1917

(603) 335-7609 Fax (603) 335-7589

Finance Committee Meeting

September 8, 2015

Minutes

A. Hancock Street site visit at 6:30 P.M. -

City Councilors Present: Mayor Jean, Councilor Walker, Councilor Lachapelle, Councilor Lauterborn, Councilor Collins, Councilor Keans, Councilor Laroche and Councilor Gray.

Others Present: CM Fitzpatrick, Deputy CM Cox, DPW Director Storer, Chief Planner Creighton, as well as property owner Fenton Groen.

Agenda Item:

3] Unfinished Business

3.1 Sale of City Owned Land Request for 27 Hancock Street

Mr. Groen pointed out the markings his surveyor laid out depicting the various lot line options being considered. In addition, he stated that new deed information had just been provided from the records of the railroad. As a result, he requested that the Finance Committee take no action until he is able to research this new information further.

B. Regular Meeting -

Committee Present: Mayor Jean, Deputy Mayor Varney, Councilor Walker, Councilor Laroche, Councilor Lauterborn, Councilor Torr (Left at 7:56 P.M.), Councilor Keans (arrived at 8:12 P.M.)

Other Councilors Present: Councilor Hamann, Councilor Gray, Councilor Bogan, Councilor Collins

Staff Present: CM Fitzpatrick, Deputy CM Cox, Police Chief Allen, DPW Director Storer, Library Director Sylvester, Recreation Director Bowlen

1] Call to Order

Mayor Jean called the meeting to order at 7:00 P.M.

2] Public Input

There was no public input.

3] Unfinished Business

3.1 Sale of City Owned Land Request for 27 Hancock Street

(See above minutes)

3.2 Stipends for Election/Polling Officials

Mayor Jean reviewed the City Clerk's research data and her recommendations regarding the stipends for election/polling location officials.

Councilor Lauterborn MOVED to recommend to the full Council that the City Clerk's recommended stipends be approved (Moderator \$150, Ward Clerk \$125, Supervisor of Checklist \$150, Selectman \$120, Ballot Clerk \$100). Councilor Walker provided a second to the motion.

Councilor Torr **MOVED TO AMEND** the motion to stipulate that all positions receive the equal stipend of \$150. Councilor Walker provided a second to the motion to amend, however, the motion to amend **FAILED**.

Mayor Jean then called for a vote on the main motion which was ADOPTED.

3.3 Library Past Due Collections

Library Director Sylvester distributed a letter (copy attached) which he reviewed with the Committee. After a brief discussion with the Committee he concluded by indicating that revenues and expenses of using a collection agency would be included in his Fiscal Year 2017 budget proposal.

4] New Business

4.1 Recreation Department Space at the Community Center

Recreation Director Bowlen and Public Works Director Storer detailed a proposal to create a small satellite office at the Community Center for the Recreation Department. A sketch of the space (copy attached) was created by Recreation Commission member Kevin Berry.

The Committee was generally favorable to the proposal and Mr. Bowlen and Mr. Storer will develop the plan further.

4.2 Industrial Park Signage

A copy of a recent "memorandum of understanding" pertaining to the Ten Rod Road Industrial Park sign was distributed to the Committee (copy attached).

Deputy Mayor Varney stated that he did not have any issues with the intent and purposes of the MOU. However, he went on to state his contention that a City employee should not be signing such agreements without City Council being made aware of it in advance. In addition, Deputy Mayor Varney stated that the expenses related to these signs must be quantified and included in budgets, to include Tax Increment Finance districts.

4.3 Police Vehicle Replacement

Chief Allen addressed the Committee and reviewed the reasons why the Police Department is seeking to move away from the Dodge Charger and instead begin purchasing the Ford Interceptor utility vehicle.

The Town of Milton's Police Chief was present to display for the Committee his town's Ford Interceptor utility vehicle. The Committee recessed from 7:46 P.M. until 7:56 P.M. to view the Milton vehicle.

Councilor Walker MOVED and Deputy Mayor Varney seconded a motion to recommend to the full City Council approval for the purchase of a Ford Interceptor utility vehicle by the Police Department.

After a brief discussion, Mayor Jean determined that adoption of a motion was not required. The fiscal year 2016 police budget contains an appropriation for a vehicle. A sense of the Committee's approval was sufficient for the Police Department to proceed with the vehicle purchase.

Police Chief Allen requested the Committee to consider a supplemental appropriation to restore funding for a second police vehicle that was removed during the fiscal year 2016 budget development process. The Committee took no action upon this request.

4.4 Trust Funds Performance Review

Deputy Mayor Varney informed the Committee that Charter Trust had recently provided the Trustees of the Trust Funds with a quarterly update of the status of the City's trust funds. **He also encouraged the Committee to act upon the previous recommendation to appoint two additional members to the committee of Trustees of the Trust Funds.**

4.5 Non-Union Employment Policy Handbook & Merit Plan

Mayor Jean MOVED to accept the changes recommended by the City Manager to the non-union employee handbook and merit plan as outlined in the Committee meeting packet. Deputy Mayor Varney provided a SECOND to the motion which was then ADOPTED by the Committee.

5] Finance Director's Report

Finance Director/Deputy City Manager Cox highlighted the following items from his written report:

- a. The Planning & Permitting Software implementation has a revised completion target date of January.
- b. A new Chief Assessor has been hired. His name is Rick Vincent and he will start working for Rochester on September 28th.
- c. Interviews of candidates for the new staff accountant are taking place.

6] Monthly Financial Statements

There was no discussion on this item and no actions taken.

7] Non-Public Session

Councilor Walker **MOVED** to enter Non-Public session per RSA 91-A:3, II (d) for Sale of Land. Councilor Lauterborn provided a **SECOND** to the motion which was **ADOPTED** by a unanimous roll call vote.

The Finance Committee entered Non-Public session at 8:10 P.M.

Councilor Walker **MOVED** to exit Non-Public session and to seal the minutes indefinitely. Councilor Lauterborn provided a **SECOND** and the motion was **ADOPTED**. The Committee exited Non-Public session at 8:20 P.M.

8] Other

Mayor Jean led a discussion regarding the development of a policy to apply when political candidates visit the City and that the City incurs expenses related to said visit. Mayor Jean requested that a related policy from Portsmouth secured by City Attorney O'Rourke be forwarded to all Council members.

City Manager Fitzpatrick stated that Police Chief Allen should be included in any discussion of this topic.

Mayor Jean indicated that this item would be **HELD** in Committee.

9] Adjournment

Councilor Walker **MOVED** to adjourn the Finance Committee meeting. Deputy Mayor Varney provided a **SECOND** and the motion was **ADOPTED**.

The meeting adjourned at 8:36 P.M.

Respectfully Submitted,

Blaine M. Cox
Deputy City Manager

BMC:sam



Rochester Public Library
65 South Main St.
Rochester, NH 03867

Main Desk: (603) 332-1428
Reference: 335-7550
Children's: 335-7549
Fax: 335-7582
www.rpl.lib.nh.us

Date: 9/02/15

To: Finance Committee, Mayor T.J. Jean, Chair

From: Brian Sylvester, Library Director

Subject: Debt Collection Agency for Delinquent Library Accounts

Earlier this year I presented information about a proposal to send delinquent library accounts owing significant amounts of money to a collections agency. On 4/21/15 I spoke by phone with a representative of Unique Management Solutions (UMS), a company that works specifically with libraries for debt collection. UMS uses a 120-day program of mailed letters and phone calls to encourage people who owe materials or money to return overdue items and settle fees and fines. They charge a flat rate of \$8.95 for each account sent. The Library has the option of applying a flat rate fee to the patron's account when it is sent to collections to cover that charge. The Library can set thresholds for how much must be owed, and for how long, before the collections agency is contacted. They recommend only pursuing accounts that are less than 3 years old. A revised search of our database for delinquent accounts shows that within the last three years, 178 people owe a minimum of \$100, 455 owe a minimum of \$50, and 788 owe a minimum of \$25.

Several other questions were raised at the meeting:

- Should the allowable amount of checked out books be reduced?

Current policy allows a patron to take out a total of 60 items. Individual types of material are also restricted: for adults, there is a limit of 5 each for DVDs, audio books, magazines, and music CDs; for children, there is a limit of 3 each for DVDs and audio books, and a limit of 5 each for magazines and music CDs. The total number of items allowed on a single account was raised to 60 to accommodate families that home-school their children but use a single card for the household. At their 5/19/2015 meeting, the Trustees reviewed this limit and voted to keep it in place.

- Should the past due fine be increased?

At their 5/19/2015 meeting, the Trustees voted to increase the daily past due fine from 10 cents to 20 cents, and to increase the maximum fine per item (if it is returned) from \$3 to \$5. If the item is not returned, fines will accrue up to the cost of replacing the item. The new fines went into effect July 20, 2015.

- What do other libraries who have worked with this collection agency say about their services?

Denise VanZanten, director of the Manchester Library, sent the following in an email regarding their use of the collection agency:

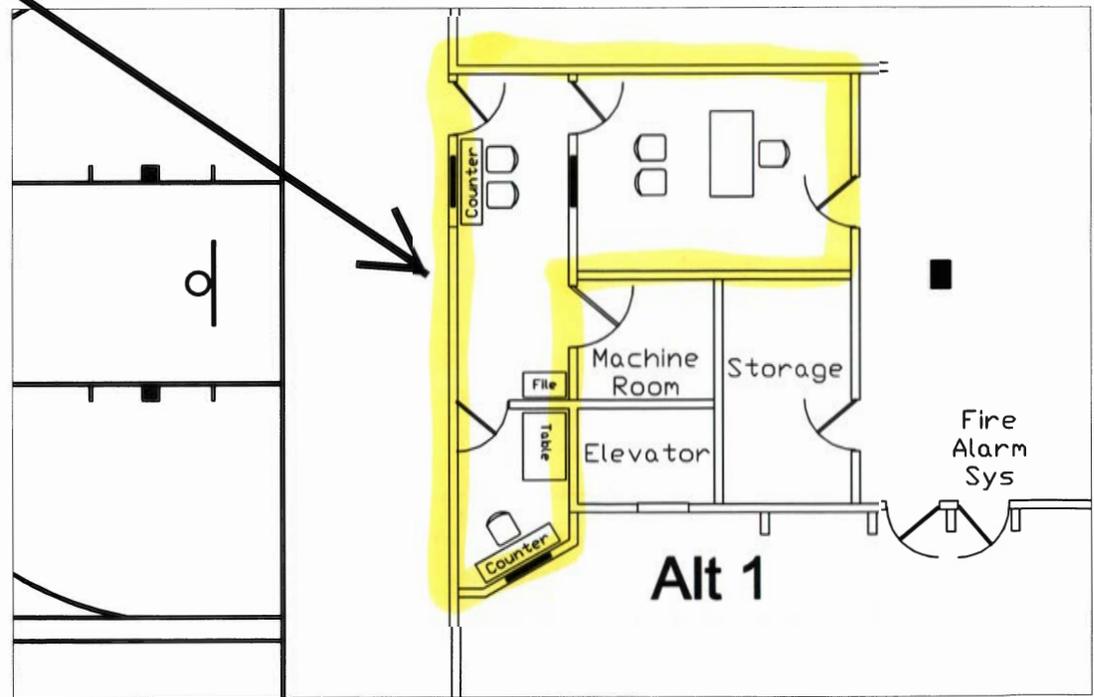
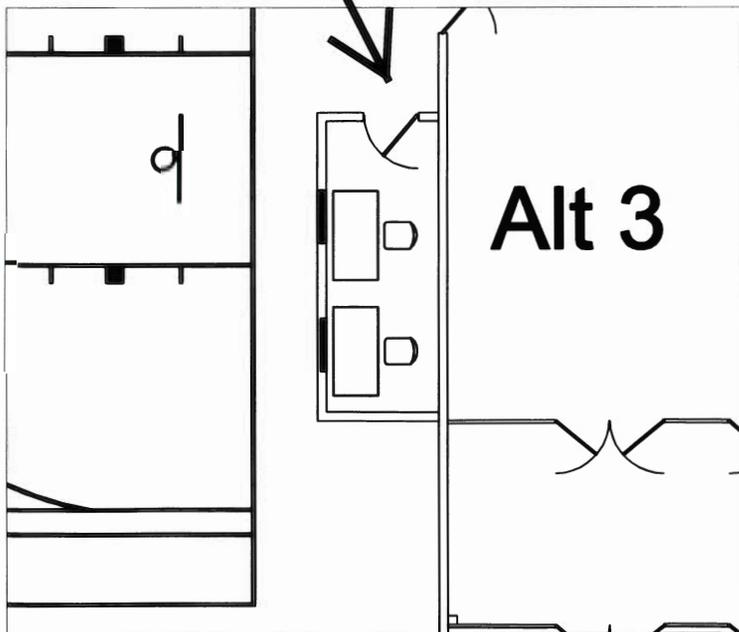
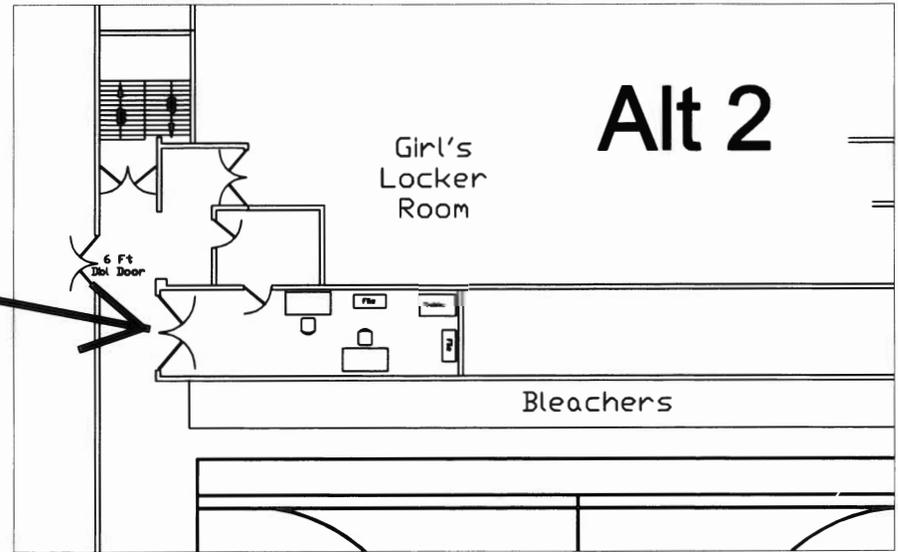
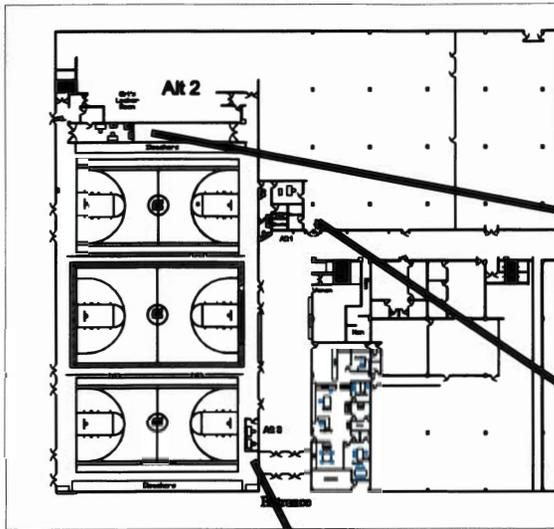
"Overall since it was put into place in the late 1990s I would estimate over \$350,000 worth of lost materials/revenues has been recouped. This is not small change! We work with Unique Management and find them very responsive to assisting us with reports etc. ... The fact that we know if you owe us over \$25.00 we will be able to attempt to recover our money or items makes things a bit less stressful for front line staff and its efficient. We also found that implementing the credit card payments is helping to clear up long overdue accounts."

- If a library patron's past due account is assigned to this company, does this get reported to the credit reporting agencies?

Accounts that go a full 120 days from the date they are sent to UMS with no action taken by the patron may be reported to credit bureaus. The Library has the option of deciding on a minimum dollar amount the account must owe before being reported.

If any member of the committee has further questions about this project, please do not hesitate to contact me at 335-4199.

Brian Sylvester
Director, Rochester Public Library



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made effective on 20, 2015 by and between the Rochester Economic Development Commission (hereafter "REDC") of 31 Wakefield Street, Rochester, New Hampshire 03867 and business owners of Ten Rod Road Business Park, specifically Granite State College, Eastern Propane, Continental ContiTech, Ashland Electric, YMCA of Strafford County, LAARS, Verweij & Associates Physical Therapy, and Riley Enterprises, known collectively and hereafter as the "Owners". The Owners and REDC are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Ten Rod Road Industrial Park (the "Declaration") signed October 13, 1988 grants the REDC the authority over the Ten Rod Road Business Park sign; and

WHEREAS, the Owners are desirous of constructing a new park sign in addition to the basic signage provided to them;

NOW THEREFORE, in consideration of mutual covenants and conditions contained herein, the Owners and the REDC hereby agree as follows:

TERMS

- 1. Initial Costs.** The Owners will bear all of the costs associated with design and construction of the new sign. The City of Rochester Department of Building, Zoning and Licensing Services will waive all fees associated with the required application.
- 2. Ownership.** Upon completion of the sign and acceptance by the Rochester City Council, the Owners will donate the sign to the REDC.
- 3. Maintenance.** Upon acceptance of the donated sign, the REDC will be responsible for maintaining the sign and providing electricity for the sign for a period of Fifteen (15) years from the date of donation. After the initial Fifteen (15) year period, the REDC commits to meeting with the Owners or their successors to determine future sign needs for the Ten Rod Road Business Park. There is no financial commitment by the REDC to construct a new sign or to replace a sign at the conclusion of the initial Fifteen (15) year period.
- 4. Naming Rights.** The REDC is responsible for the name placement on the sign and has approved a format in a Memorandum dated June 17, 2015. (Exhibit A). All sign plaques will have a white background with the color logo or lettering of the company.

10. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties related to the matters specified herein, and supersedes all prior oral or written statements or agreements between the Parties related to such matter.

12. **Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The intent of the Parties is to provide as broad an indemnification as possible under the laws of the State of New Hampshire. In the event that any aspect of this Agreement is deemed unenforceable, the Court is empowered to modify this Agreement to give the broadest possible interpretation permitted by the laws of the State of New Hampshire.

13. **Applicable law.** This Agreement shall be governed exclusively by the laws of the State of New Hampshire, without regard to conflict of law considerations.

14. **Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the state courts of Strafford County, New Hampshire. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

15. **Signatures.** This Agreement shall be signed on behalf of the REDC by Karen Pollard, Economic Development Manager and on behalf of the Owners by _____ and effective as of the date written above.

GRANITE STATE COLLEGE

Acknowledged by: _____

Date: _____, 2015

Acknowledged by: _____

Date: _____, 2015

RILEY ENTERPRISES

Acknowledged by: _____

Date: _____, 2015

ROCHESTER ECONOMIC DEVELOPMENT COMMISSION

Acknowledged by: *Karen Pollard*
Karen Pollard
Economic Development Manager

Date: *Aug 20*, 2015