

CITY COUNCIL MEETING

AGENDA ITEM V



CITY OF FRANKLIN  
COUNCIL AGENDA REPORT

May 7, 2012 City Council Meeting

---

**Subject:** Approval of Annual Agricultural Real Estate Lease,  
Tax Map 123, Lot 403, with Mr. Daniel L. Fife

---

**Motion:** *"I move that the Franklin City Council approves Agricultural Real Estate Lease with Mr. Daniel L. Fife for the 34 acres City owned property located off River Street, identified as Tax Map 123, Lot 403, and authorize City Manager Dragon to duly execute the lease on behalf of the City."*

Attachment: Lease Agreement

## AGRICULTURAL REAL ESTATE LEASE

City of Franklin  
And  
Daniel L. Fife

**LEASE AGREEMENT** made this the \_\_\_\_ day of May, 2012, by and between the City of Franklin, New Hampshire, a municipal corporation located in the County of Merrimack, hereinafter referred to as the Lessor, and Daniel L. Fife of 925 South Main Street, Franklin, County of Merrimack and State of New Hampshire, hereinafter referred to as the Lessee.

**PREMISES:** The parties agree that the Lessor shall lease to the Lessee a certain parcel of land located within the City of Franklin, and owned by the Lessor, containing approximately 34 acres and located off River Street. Said parcel is more specifically identified on the Franklin Tax Map as Parcel #123-403-00.

**CONSIDERATION:** Consideration for this rental shall be in conformance with RSA 72:23 and any amendments thereto. Annual payments shall be equivalent to \$25.00 per acre.

**LEASE TERM:** This lease shall be for a period of one year subject to cancellation as described herein. However, it is hereby understood and agreed by the parties that the Lessee shall have the use and enjoyment of the premises only from the period of May 1 through November 1 in any year of the lease. For the remaining six months of any year, the property shall be subject to the use and occupancy of the Lessor.

**PURPOSES:** It is understood and agreed that the leased premises are to be used solely for agricultural purposes. Any other use of the premises shall be approved by the Lessor prior to such a use being established by the Lessee. The Lessee may not sublet any portion of the premises or assign his responsibilities or rights under this lease agreement to any other party without the written consent of the Lessor.

**CANCELLATION:** Either party may cancel this agreement upon 60 days notice to the other. However, in the event that the Lessor exercises its option to cancel this agreement during the months of May, June, July, August, September or October of any year, then the Lessor shall allow the Lessee the right to enter upon the leased premises, care for and harvest any crops which have been planted prior to receipt of notice of cancellation. Cancellation notice by any party shall be in writing, certified mail with return receipt requested.

**LIABILITY:** The Lessee agrees to hold the Lessor harmless for any injury, loss or occurrence to any party that arises or is in any way connected with the Lessee's use of the premises. Lessee shall, upon request of the City Manager, provide the City with proof of insurance in an adequate amount to protect the City's interest in this

**LIABILITY continued:** regard. Lessee shall not be required to have insurance coverage of higher face amounts than that carried by Lessor. However, in the event of claims which exceed Lessee's coverage, any overage payment shall be borne by the Lessee.

**MERGER:** All agreements and representations made by the parties are contained herein and, unless specifically enumerated in this document shall not form a part of this agreement.

**AMENDMENT:** Any amendment to this agreement shall be in writing executed by the parties.

**SEVERABILITY:** Should any clause, sentence or paragraph of this document be found void, illegal or of no effect, the remainder of the document shall not be affected by such a finding and shall remain in full force and effect.

**APPLICABLE LAW:** The parties agree that this contract shall be construed under the laws of the State of New Hampshire. Should any future statutory amendments or court decisions revise the applicable law with regard to the lease of municipal property, such provisions shall be incorporated into this agreement to the highest degree possible.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Elizabeth Dragon, City Manager  
City of Franklin, Duly Authorized

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Daniel L. Fife

**CITY COUNCIL MEETING**

**AGENDA ITEM VI**



CITY OF FRANKLIN  
COUNCIL AGENDA REPORT  
*City Council Meeting of May 7, 2012*

**From:** Richard Lewis, Planning and Zoning Administrator

**Subject:** City Council to consider the passing of Resolution 15-12 for the appropriation and expenditures of Municipal Transportation Funds

---

**Recommended Motion:**

***"I move that the Franklin City Council approves Resolution 15-12 which outlines the proposed appropriations and expenditures of Municipal Transportation Improvement Funds to be associated with ongoing transportation improvement project in the downtown area by a roll call vote."***

*Mayor calls for a second, discussion and the vote.*

**Discussion:**

As you are aware, the City was awarded federal funds several years ago for the design and construction of transportation improvements in the downtown area. The engineering and design work was completed approximately a year ago and the project went out to bid in late May of 2011. The construction firm John H. Lyman and Sons was awarded the contract and work began in late summer. A substantial amount of the work was completed last year but some remaining work will be completed this spring and early summer.

Due to a combination of a positive bidding climate, savings from some anticipated work items not being required, and some general savings in the quantities of the construction materials we have some excess funds. These funds can be used to complete some additional improvements that were part of the overall planning and permitting procedures but could not be included in the bid plans due to anticipated project costs.

My office has been working with the engineers, McFarland Johnson, and the project manager from NH DOT to address all of the steps needed to utilize these excess funds. After multiple communications and a meeting at DOT on 3/22/12, the issues have been resolved and an approval will soon be issued to the engineers to allow them to proceed with the necessary change orders.

After consulting with the project engineers and taking input from the public safety officials, we conclude that the following tasks should be completed with these excess funds:

- ✓ Install a new traffic signal control loop on Central Street;
- ✓ Modify the Timing and Phasing of the traffic signals, taking into account the improvements from the two tasks above;
- ✓ Install a new Fire Pre-emption receiver and signal device on Central; and,
- ✓ Replace the older and deteriorated sidewalks on the north side of Central Street between Memorial Street and Smith Street.

The first three items listed will help ensure that the Fire Department can move safely through the intersections along Central Street, and to help ensure that the traffic signals work as effectively as possible to best manage and control traffic flows through these same intersections.

On multiple occasions, the engineers from McFarland Johnson have indicated that the best way to make sure the City gets it full value of the federal funds is to go slightly over the federal earmark budget. Otherwise we may find ourselves with some level of funds [for example \$1000 or \$2000] left on the table and unavailable because there is not enough left over to accomplish a certain task. The proposal being put before the Council is to give ourselves the appropriate flexibility by utilizing the Municipal Transportation Fund, which was established by the City Council in 2009. Per RSA 261:153, these funds can be used for transportation improvement projects such as the one now funded solely by the federal dollars.

The attached resolution, subject to a public hearing proposed for the May meeting, would allow the City to spend up to Five Thousand dollars [\$5,000.00] from the Municipal Transportation Fund, which currently has a balance of \$106,570.00. Depending on how the construction work goes this spring and summer we may not need to spend any of these Fund dollars, but having the flexibility to spend up to the proposed \$5,000 limit may result in the best utilization of the federal funds.

**Fiscal Impact:**

The only fiscal impact to the City is the possible expenditure of funds that are already restricted for the use of transportation improvement projects. No general fund money will be expended.

**Alternatives:**

The Council can either set the public hearing and approve the appropriations and the expenditures, or in the alternative vote to not hold the hearing and thereby the possibility is that some of the federal earmarks may be left unexpended.

Attachment: **Copy of Resolution #15-12**  
**Public Hearing Notice**



# CITY OF FRANKLIN, NEW HAMPSHIRE

*"The Three Rivers City"*

316 Central Street  
Franklin, NH 03235

(603) 934-3900  
fax (603) 934-7413  
cityhall@franklinnh.org

## CITY OF FRANKLIN NOTICE OF PUBLIC HEARING & MEETING

**In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, May 7, 2012 at 7:05 p.m. in the Council Chambers, Franklin City Hall concerning Resolution #15-12 concerning appropriation and expenditures of the Municipal Transportation Funds.**





# CITY OF FRANKLIN, NEW HAMPSHIRE

*"The Three Rivers City"*

316 Central Street  
Franklin, NH 03235

(603) 934-3900  
fax (603) 934-7413  
cityhall@franklinnh.org

## RESOLUTION #15-12

A Resolution Relating to a Supplemental Appropriation for Fiscal Year 2012.

In the year of our Lord, Two Thousand Twelve,

WHEREAS, the City Council of the City of Franklin has adopted a budget for Fiscal Year 2012 which began July 1, 2011, and;

WHEREAS, the City of Franklin was awarded \$784,000 in federal funds for the construction of transportation improvements in the downtown area, and;

WHEREAS, the construction work on these improvements began in the summer of 2011 and work will continue into 2012, and;

WHEREAS, the City has been advised by the consulting engineer for the project that the best way to ensure that all, or as much as possible, of the federal funds are expended is to slightly go over budget for the project, and;

WHEREAS, the City Council wishes to ensure that that the City gets the best value out of the federal funds, and;

WHEREAS, the City of Franklin has approximately \$106,570 in the Municipal Transportation Funds account authorized, in accordance with RSA 261:153, by the City Council on July 6, 2009 and the funds in this account can be used for the construction of transportation improvements consistent with the work being carried out under the federal funding, Now

THEREFORE BE IT RESOLVED, that at the scheduled meeting of the City Council on Monday, May 7, 2012, the City Council of the City of Franklin, New Hampshire does hereby authorize the following appropriations,

An increase in revenues:

Transfer from Capital Reserve Fund -Municipal Transportation Improvement , Acct# 04-0-000-39150-401 – an amount not to exceed Five Thousand Dollars (\$5,000.00),

And an increase in expenditures:

Downtown Transportation Project, Account # 04-0-000-40719-401, an amount not to exceed Five Thousand (\$5,000.00),

By a roll call vote.

Resolution #15-12  
Page 2

Roll Call:

Councilor Clarenbach	_____	Councilor Dzujna	_____
Councilor Sharon	_____	Councilor Cournoyer	_____
Councilor Boyd	_____	Councilor Feener	_____
Councilor Desrochers	_____	Councilor Trudel	_____
Councilor Starkweather	_____		

A True Copy Attested: \_\_\_\_\_  
City Clerk

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_  
Mayor

CITY COUNCIL MEETING

AGENDA ITEM VII



CITY OF FRANKLIN  
COUNCIL AGENDA REPORT  
*City Council Meeting April 2, 2012*

**From:** Elizabeth Dragon – City Manager

**Subject:** City Council to consider the adoption of Ordinance #09-12 Amendment to Chapter 284, Vehicle and Traffic, of the Franklin City Code.

---

**Suggested Motions:**

*“I move that the Franklin City Council adopts Ordinance #09-12 by a roll call vote.”*

Mayor asks for a second, discussion, and calls the vote.

---

**Discussion:** The Highway safety commission has met on various occasions over the past year to consider several changes to the city’s traffic code. The proposed changes are a result of the recommendations of the commission as well as the need to codify several temporary traffic orders issued by Police Chief.

**Note:** With reference to 284-25 Item C. No Through Traffic/Road Closed (Except as deemed necessary by the Chief of Police by means of a “Temporary Traffic Order.” If Victory Drive were to be removed from Item C., the following amendment would be required:

*Amendment: “I move that the Franklin City Council removes 284-25 Item C No Through Traffic/Road Closed Victory Drive and leave Victory Drive listed under A. Location of One-Way Street Signs and B. Location of Streets designated “No Thru-Trucking”.*

**Citizen Participation:** The opportunity for public input will take place at the public hearing on May 7<sup>th</sup>. In addition, public input was taken at commission meetings.

**Alternatives:** The alternatives are- to not approve this amendment, to approve only portions of the amendment, or turn over the amendment to the council’s legislative committee for further review and comment.

**Attachments/exhibits:**

Copy of the proposed Ordinance #09-12 with applicable section of Code.  
Public Hearing Notice



# CITY OF FRANKLIN, NEW HAMPSHIRE

*"The Three Rivers City"*

316 Central Street  
Franklin, NH 03235

(603) 934-3900  
fax (603) 934-7413  
cityhall@franklinnh.org

## ORDINANCE #09-12

### AN AMENDMENT TO THE FRANKLIN MUNICIPAL CODE:

In the Year of our Lord, Two Thousand Twelve;

Be it ordained by the City Council of the City of Franklin that the Franklin Municipal Code, Chapter 284, Vehicles and Traffic, Article II, Traffic Signs and Controls, 284-22 Stop Signs, 284-23 Yield Signs, 284-25 One-way Streets and No thru-trucking; Article III Electronic Traffic Signals, 284-29 Electronic traffic signal locations as follows:

#### Article II

284-22 Stop Signs – Add the following:

<u>Name of Street</u>	<u>At Intersection of</u>
Sky Meadows Drive	Prospect Street
Fairway Drive	Prospect Street
Glenn Fall Road	Salisbury Road
Sterling Drive	Salisbury Road
Finch Drive	Lake Avenue
Prospect Street	Central Street

284-23 Yield Signs – Delete the following:

<u>Name of Street</u>	<u>At Intersection of</u>
Prospect	At Central Street

284-24 Limited Parking; No Parking Areas

B. Fifteen-minute parking. Fifteen-minute parking areas are designated add the following:

<u>Street</u>	<u>Section</u>	<u>Side</u>
Central Street	One Space	City Hall

C. No Parking – add the following:

<u>Street</u>	<u>Section</u>	<u>Side</u>
Glory Avenue	At Daniel Park	North
Griffin Road	Webster Avenue to Pine Colony Road	North
Pine Colony Road	Griffin Road to 250 Feet (north easterly direction)	North/East

Ordinance #09-12  
Page 2

D. No Overnight Parking.

<u>Street</u>	<u>Section</u>	<u>Side</u>
Smith and Canal Street directly behind <del>Kenrick Park</del> Marceau Park inclusive of entire municipal lot to Memorial Street (except as noted in 284-24 E.	Municipal Parking Lot	Entire

E. Reserved and Limited Parking

<u>Street</u>	<u>Number of Spaces</u>	<u>Purpose</u>
Municipal Parking Lot Smith and Canal Street Behind Marceau Park	13	Overnight Parking 5 PM to 8 AM
Municipal Parking Lot Smith and Canal Street Behind Marceau Park	2	Handicapped Overnight Parking 5 PM to 8 AM
Griffin Beach Parking Lot	1	Handicapped
Trestleview Park Parking Lot	1	Handicapped

Eliminate G.

~~G. The two parking spaces located on the north side of Central Street immediately preceding Memorial Street shall prohibit the parking of SUVs, vans, trucks and trailers.~~

284-25 One-way Streets and No thru-trucking.

A. Location of one-way street signs.

<u>Street</u>	<u>Section</u>	<u>Direction</u>
<del>Canal Street</del>	<del>Smith Street to Memorial Street</del>	<del>Westerly toward Memorial St.</del>
Add: Memorial Street	Central Street to Canal Street	North/West

A. Location of one-way street signs.

<u>Street</u>	<u>Section</u>	<u>Direction</u>
<del>Victory Drive</del>	<del>Central Street to the entrance of the the cemetery</del>	<del>Northerly toward Central St.</del>

B. Location of Streets designated "No Thru-Trucking".

<u>Street</u>	<u>Section</u>
<del>Victory Drive</del>	<del>Central Street to Thompson Street</del>
Add:	
Smith Hill Road	Route NH 127 (Salisbury Road) to NH Route 3 (South Main St.)

C. No Through Traffic/Road Closed (Except as deemed necessary by the Chief of Police by means of a "Temporary Traffic Order.")

<u>Street</u>	<u>Section</u>
Victory Drive	Central Street to entrance to cemetery on Victory Drive

Article III  
Electronic Traffic Signals

284-29 Electronic Traffic Signal Locations

<u>Name of Street</u>	<u>At Intersection of</u>
Central Street	Smith Street

Roll Call Vote:

Councilor Clarenbach	_____	Councilor Boyd	_____
Councilor Starkweather	_____	Councilor Feener	_____
Councilor Sharon	_____	Councilor Trudel	_____
Councilor Desrochers	_____	Councilor Cournoyer	_____
Councilor Dzujna	_____		

**Ordinance #09-12**  
**Page 4**

**A True Copy Attested** \_\_\_\_\_  
**City Clerk**

**Passed:** \_\_\_\_\_  
**Date**

**Approved:** \_\_\_\_\_





# CITY OF FRANKLIN, NEW HAMPSHIRE

*"The Three Rivers City"*

316 Central Street  
Franklin, NH 03235

(603) 934-3900  
fax (603) 934-7413  
cityhall@franklinnh.org

## CITY OF FRANKLIN NOTICE OF PUBLIC HEARING & MEETING

**In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, May 7, 2012 at 7:06 p.m. in the Council Chambers, Franklin City Hall concerning Ordinance #09-12 concerning amendments to chapter 284, Vehicle and Traffic of the Franklin City Code.**

CITY COUNCIL MEETING

AGENDA ITEM VIII



CITY OF FRANKLIN  
COUNCIL AGENDA REPORT

May 7, 2012 City Council Meeting

---

**Subject: Ordinance #11-12**

---

This ordinance concerns Section 50-2 of the City Code pertaining to the time for City Council meetings. If this ordinance is approved the time for the regular City Council meeting each month would change from 7:00 p.m. to 6:00 p.m.

Motion: *"I move that the Franklin City Council approves Ordinance #11-12 by a roll call vote."*

The Mayor calls for a second, discussion and the vote.

Note: This ordinance was not read into the record at the April 2<sup>nd</sup> meeting so the Mayor should read the ordinance into the record.



# CITY OF FRANKLIN, NEW HAMPSHIRE

*"The Three Rivers City"*

316 Central Street  
Franklin, NH 03235

(603) 934-3900  
fax (603) 934-7413  
cityhall@franklinnh.org

## CITY OF FRANKLIN NOTICE OF PUBLIC HEARING & MEETING

**In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, May 7, 2012 at 7:07 p.m. in the Council Chambers, Franklin City Hall concerning Ordinance #11-12, Section 50-2 of the City Code concerning the changing of the Council Meeting time from 7:00 p.m. to 6:00 p.m.**



**CITY OF FRANKLIN, NEW HAMPSHIRE**

*"The Three Rivers City"*

316 Central Street  
Franklin, NH 03235

(603) 934-3900  
fax (603) 934-7413  
cityhall@franklinnh.org

**ORDINANCE #11-12**

**AN AMENDMENT TO THE FRANKLIN MUNICIPAL CODE:**

**In the Year of our Lord, Two Thousand Twelve;**

**Be it ordained by the City Council of the City of Franklin that the Franklin Municipal Code, Chapter 50, Meetings, Chapter 50-2 Regular Council Meetings be changed as follows:**

**The regular meetings of the City Council shall be held the first Monday of each in City Hall at ~~7:00 p.m.~~ 6:00 p.m. in the evening.**

**Roll Call Vote:**

<b>Councilor Clarenbach</b>	_____	<b>Councilor Boyd</b>	_____
<b>Councilor Starkweather</b>	_____	<b>Councilor Feener</b>	_____
<b>Councilor Sharon</b>	_____	<b>Councilor Trudel</b>	_____
<b>Councilor Desrochers</b>	_____	<b>Councilor Cournoyer</b>	_____
<b>Councilor Dzujna</b>	_____		

A True Copy Attested \_\_\_\_\_  
City Clerk

Passed: \_\_\_\_\_  
Date

Approved: \_\_\_\_\_

CITY COUNCIL MEETING

AGENDA ITEM IX



**CITY OF FRANKLIN  
COUNCIL AGENDA REPORT**

*May 7, 2012 City Council Meeting*

---

**Subject:** Approval of Non-Exclusive Lease with Central New Hampshire  
Amateur Radio Club

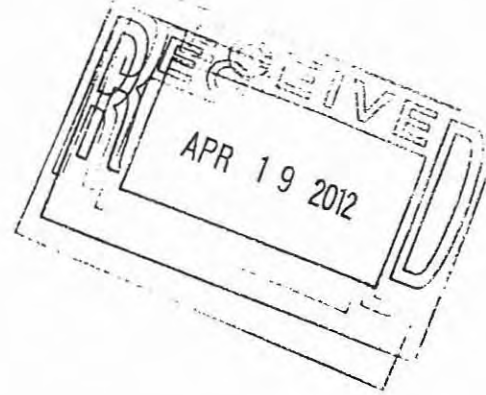
---

**Motion:** *"I move that the Franklin City Council approve the Non-Exclusive Lease for a one-year period beginning July 1, 2012 and ending June 30, 2013 with Central New Hampshire Amateur Radio Club and authorize the City Manager to executive said lease."*

April 16, 2012

Central NH Amateur Radio Club  
PO Box 1112  
Laconia, NH 03247

City of Franklin, NH  
Attn: Elizabeth Dragon, City Manager  
316 Central St.  
Franklin, NH 03235



RE: CNHARC Amateur Radio Repeater Site Lease


Dear Ms. Dragon;

We would like to exercise our option to renew our lease for one year commencing July 1, 2012 – June 31, 2013 as provided in paragraph 4 of our current lease.

Enclosed you will find a copy of the current Certificate of Liability, copies of the lease for renewal and a check for \$1.00 being the current annual lease consideration.

Thank you for your support and assistance.

Sincerely,

  
Thomas Persson  
Treasurer

**CENTRAL NH AMATEUR RADIO CLUB, INC.**  
PO BOX 1112  
LACONIA, NH 03247-1112

Pay to the Order of City of Franklin NH Date 4/16/12 1309  
ONE no \$ 1.00  
Dollars

**CITIZENS BANK**  
New Hampshire

For lease renewal 

⑆011401533⑆ 3300056626⑈ 1309



**CITY OF FRANKLIN, NEW HAMPSHIRE  
AND  
CENTRAL NEW HAMPSHIRE AMATEUR RADIO CLUB**

**NON-EXCLUSIVE LEASE**

**AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF FRANKLIN, a New Hampshire municipal corporation located in the Merrimack County (hereinafter called the Lessor), and CENTRAL NEW HAMPSHIRE AMATEUR RADIO CLUB, c/o Clifford Dickinson, President, P.O. Box 1112, Laconia, New Hampshire, 03247 (hereinafter called the Lessee).**

**WITNESSETH:**

- 1. The Lessor does hereby let unto the Lessee the right to erect and/or maintain at the Lessee's sole expense, in accordance with the Lessor's specifications, a support structure for a radio repeater antennae, to be located and erected on the Lessor's property at Flag Hole Road in New Hampshire, together with the right of access to, use and possession of equipment building adjacent to the site for the purpose of storing transmitter and other associated transmission equipment, to have and to hold the demised premises for the term of one (1) year, commencing July 1, 2012 through June 30, 2013.**
- 2. The consideration for this lease shall be the payment by the Lessee to the Lessor of the sum of one (\$1.00) per year and other valuable consideration as recited herein. As further consideration for this Lease, Lessee shall maintain the site. Such maintenance shall include routine cutting of grass and brush and building maintenance to the satisfaction of the Lessor, who shall be reasonable in maintenance requests and requirements.**
- 3. The Lessee shall have the option to extend the term of the Lease annually after consideration and possible renegotiation of rent and Non-Exclusive Lease terms.**
- 4. It is understood and agreed the leased premises are to used by the Lessee solely for furnishing electronic communication services. No other uses shall be permitted without approval by the Lessor. All such uses shall be in conformance with the city, state, and federal laws and regulations.**
- 5. The Lessee agrees to indemnify and defend the Lessor against, and to save it harmless from, any and all claims of whatever nature, for injury or damage to persons or property in or about the leased premises, and from and against all costs, counsel fees, expenses and liabilities in or about and such claim or action brought thereon; and in case any action or proceeding be brought against the Lessor by reason of any such claim, the Lessee, upon notice from the Lessor, covenants to resist and defend, at Lessee's expense, such action or proceeding.**

- 6. The Lessee shall have the right to assign the benefits and burdens of the Lease.**
- 7. The Lessee agrees to procure and maintain public insurance for the benefit of the Lessor against any claims for personal injury or property damage, resulting from or pertaining to or in any way connected with its use of the leased premises during said term with limits of at least equivalent to one hundred thousand dollars (\$100,000.00) per individual and three hundred thousand (\$300,00.00) per accident for personal injuries, and one hundred thousand (\$1,00,00.00) per property damage. Within thirty (30) days after the date hereof, the Lessee shall deliver to the Lessor certificates of insurance, certifying that such insurance is in full force and effect, and containing a ten (10) day notice of termination of insurance clause.**
- 8. At the expiration of this Lease, or any extension thereof, the Lessee shall surrender the leased property and return it to its original condition or as close to the original condition as practical. The Lessee shall, at the termination of this Lease or any extension thereof, remove all fixtures and equipment installed in it.**
- 9. The Lessor may give the Lessee thirty (30) days notice of its intention to terminate the Lease in any of the following circumstances:**
  - A. If the Lessee shall default of the performance of any covenant of this Lease (other than covenant for the payment of basic rent) and if such default is not cured within thirty (30) days after written notice thereof given by the Lessor; or, if such default shall be of such nature that it cannot be cured completely within such thirty (30) day period; if the Lessee shall not have promptly commenced within such thirty (30) day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default.**
  - B. If Lessee shall be in default with respect to its maintenance and service obligations, and such default is not cured within thirty (30) business days after the mailing of written notice thereof by the Lessor.**
  - C. If Lessor shall give the notice of termination provided above, then at the expiration of such period, this Lease shall terminate as completely as if that were the date herein definitely fixed for the expiration of the term of the Lease, and the Lessee shall surrender the leased property to the Lessor.**
- 10. The Lessee, during the course of the performance of all of the terms of the lease, shall, at all times during the lease term and during the extension or renewal term, peaceable and quietly enjoy the leased premises without any disturbance from the Lessor or from and other person claiming through the Lessor.**
- 11. All welding, construction or similar activity shall be provided by Franklin Municipal Services Director prior to commencement.**

12. The Lessee shall be responsible for the interference with any radio or television signals, or any other communication signals, this equipment or operation of such equipment may cause. The Lessee agrees to indemnify the Lessor from any claim, action or suit, which may be brought against the Lessor as a result of such interference. Further, Lessee agrees to immediately terminate the use of the location of any such interfering equipment upon request of the Lessor and further agrees to halt all activities at the request of the Lessor in the event that the Lessor has reasonable cause to believe that such interference is occurring as a result of the Lessee's operation.

13. The parties shall execute a Notice of Lease in compliance with RSA 477:7-a

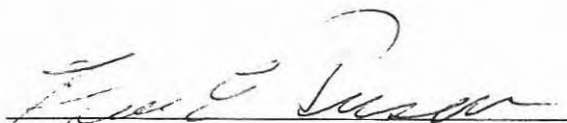
14. The Lessee shall be responsible for the payment of all utilities required to operate the antennae

15. The Lease is entered into in conformance with Franklin City Council dates December 7, 1987

16. The Lessee shall be responsible for repairing any damage resulting from its access to the radio tower and support structure. For the period of December 1 through May 1, the radio tower and support structure shall not be accessed with motor vehicles without permission of the Municipal Services Director.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date first above written.


\_\_\_\_\_  
Witness



\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

Elizabeth Dragon  
City Manager  
Duly Authorized



\_\_\_\_\_  
Central New Hampshire Radio Club  
Clifford Dickinson  
President

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/09/2011

<b>PRODUCER</b>  Hays Affinity Group 1400 Renaissance Drive, Suite 300 Park Ridge, IL 60068		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																			
PHONE NO. 847-939-8300		<table border="1"> <tr> <th colspan="2">INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>The Hanover Insurance Group</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE		NAIC #	INSURER A:	The Hanover Insurance Group		INSURER B:			INSURER C:			INSURER D:			INSURER E:		
INSURERS AFFORDING COVERAGE		NAIC #																			
INSURER A:	The Hanover Insurance Group																				
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
<b>INSURED</b> Central New Hampshire Amateur Radio Club P.O. Box 1112 Laconia, NH 03247  Attn: Tom Persson Customer ID #: 200139																					

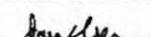
## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	RHC-9167806-00	08/01/11	08/01/12	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$1,000,000								
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)								
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY AGG								
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE								
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISION BELOW				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT		E.L. DISEASE - EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT	
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT														
E.L. DISEASE - EA EMPLOYEE														
E.L. DISEASE - POLICY LIMIT														
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE AGGREGATE								

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is listed below only with respects to the named Insured's actions and / or negligence with regards to the repeater site located at VMA Ski Area on Flag Hole Road.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
City of Franklin 316 Central Street Franklin, NH 03235		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED SIGNATURE 

CITY COUNCIL MEETING

AGENDA ITEM X





**CITY OF FRANKLIN**  
**COUNCIL AGENDA REPORT**  
*City Council Meeting May 2012*

---

**From:** Elizabeth Dragon – City Manager  
**Subject:** City Council to consider approval of Opera house lease May 2012 through May 2017 (5 year term)

---

**Recommended motion:**

1. Councilor moves:

“I move that the Franklin City Council approve the Opera House lease entitled “Management Agreement between City of Franklin and Franklin Opera House May 2012 through May 2017”

2. Mayor asks a second, discussion, and calls the vote.

---

**Discussion:** The most recent agreement with the opera house expired on May 3<sup>rd</sup> 2011 (that agreement was a three year agreement) There have been many changes with the Opera house which became The Middle and then changed back to the Opera House. Over the last couple years we had been working on a lease agreement but the process stalled when the organization requested a 30yr lease to meet grant/loan program requirements for a sprinkler project. Once the sprinkler project fell apart the lease language was changed back to a five year lease. It appeared we had agreement on the terms and language in the lease at that time. However, changes in leadership at the opera house once again put the lease on the back burner for us both. Now that the Opera house has reorganized and shifted focus, I am ready to bring the lease back for consideration.

I originally had proposed a three year lease (same term as the one that expired last year)- however I am not opposed to a five year term under the terms of this agreement.

I have better defined the areas used by the city and areas used by the opera house by adding a few sentences in the appendix. The city has been actively using office space on the lower level of city hall and actively using the meeting space as well.

The city attorney was involved in drafting language changes last year when the process stalled. This year when we brought the agreement back for consideration to the opera house we made only minor additional language changes to address ensuring restricted access to the building for safety reasons and including language that storage areas are subject to periodic inspections by the fire department.

## **Management Agreement**

### **Between**

#### **City of Franklin and Franklin Opera House, Inc.**

NOW COMES the City of Franklin, a municipal corporation organized and existing under the laws of the State of New Hampshire, having a mailing address of 316 Central Street, Franklin, New Hampshire 03235 (hereinafter "City") and the Franklin Opera House, Inc. a 501(c)(3) voluntary corporation organized and existing under the laws of the State of New Hampshire, having a mailing address of: P O. Box 172, Franklin, New Hampshire 03235 (hereinafter "FOH").

WHEREAS, the City is the owner of real estate now known as the Franklin City Hall & Opera House, located at 316 Central Street, Franklin, New Hampshire, and more specifically designated on Franklin Tax Map 117, Lot 145 (hereinafter "Premises"); and

WHEREAS, the Franklin Opera House, Inc., as the caretakers, protectors and presenters of performances at the Franklin Opera House, strives to provide a wide variety of artistic cultural events to the community and provide a performance venue for school and community events, and

WHEREAS, the Franklin City Hall complex is located on the National Register of Historic Places and the Franklin Opera House, Inc. strives to pursue the restoration of the Opera House; and

WHEREAS, the Franklin Opera House is able and willing to assume day-to-day management, control access to the building, and certain responsibilities to operate the Opera House, subject to oversight and authority of the City.

THEREFORE, based upon mutual consideration as contained in this Agreement, the parties acknowledge and agree to the following:

#### **1. Overview**

It is the intent of the City of Franklin to authorize the Franklin Opera House, Inc. exclusive authority to manage the Opera House space for the community, such authority to include the auditorium (theater), and space on the lower level of the building to be used for Franklin Opera House administrative offices, dressing rooms, storage and equipment rooms for all events that are not directly related to City government or City business (such space is further defined by the attached addendum). In consideration of management responsibilities and desire to benefit the City by operating the Opera House as an arts, culture, and entertainment venue for the community and region, and making

improvements to the Opera House building and thus, the City Hall, Franklin Opera House, Inc. may charge users for events. Proceeds received for said management services are to be utilized for the Opera House to pay for administrative costs, cultural events, improvements, and repairs.

The Opera House may seat patrons in the theatre to a capacity determined by the city's code enforcement officer.

## **2. Term**

The term of this management agreement shall be term shall be Five years; I commence on May 2012 and end on May 2017 and shall extend automatically for one year each year on May 30, unless, written notice is given to the other party of the intent to terminate the Agreement.

## **3. Liaison**

The Franklin Opera House shall designate its Executive Director or the President of its Board of Directors as liaison to the City Manager. The purpose of the liaison is to maintain ongoing communications between the City and , and to help ensure satisfaction of the responsibilities of each party to this agreement.

## **4. Scheduling**

The City of Franklin and the Franklin Opera House, Inc. shall continue to coordinate schedules and to maintain adequate communication to ensure no conflicts between City business and Opera House events. The Franklin Opera House shall strive to minimize any negative impact on government operations. The Opera House shall maintain a schedule relating to the use of the Opera House (auditorium) space, preserving designated times for use by the City to include regularly scheduled meetings of the Planning and Zoning Board and City Council as well as all City Elections.. Additional uses by the City such as ceremonies, and other meetings shall be included as needed for any unscheduled/available dates and times. The City shall reserve space by contacting The Opera House Executive Director or his designee, such confirmation of reserved space being provided by The Opera House in written communication (typically via email).

The Opera House shall limit scheduling events during City Business hours. Any event scheduled to occur during business hours (either in part or in whole) will need the prior approval of the City Manager.

## **5. Insurance**

The Franklin Opera House, Inc. shall be solely responsible for providing adequate liability insurance for all events and performances held under its control. Liability insurance coverage shall be a minimum of \$1 million per incident. The FOH shall be responsible for insuring its own property kept in the



Franklin City Hall complex. The City Hall complex shall be covered by the City's insurance carrier upon the same terms and conditions as other City-owned buildings. The Franklin Opera House will be responsible for ensuring that scheduled acts, events, and activities in the Opera House possess the necessary liability insurance coverage. Proof of insurance with the City of Franklin listed as an insured party will be supplied to the City annually on policy renewal.

## **6. Facility Maintenance and Improvement Plan**

The Franklin Opera House Annually, by April 15 each year, and the City shall jointly prepare/update an Opera House Facility Improvement Plan detailing, at a minimum, anticipated capital repairs, maintenance, and improvements scheduled for the upcoming fiscal year period (July 1 to June 30). The Franklin Opera House and Municipal Services Director will review and accept the plan and approve the schedule.

The accepted Facility Improvement Plan gives the Franklin Opera House authority to undertake those repairs, improvements, and restorations to fulfill its mission and to make the facilities habitable for the purposes herein described. The Facility Improvement Plan will also strive to detail those capital projects that are the responsibility of the City or the primary responsibility of the Franklin Opera House in order to fulfill its mission. The City will endeavor to place funds into its capital improvement plan to address needed capital improvements not within the responsibility of the Franklin Opera House. Under no circumstances shall the Franklin Opera House perform work that is the responsibility of the City or any other work to the building without prior approval by the City Manager.

As required, the Executive Director or President of Franklin Opera House, Inc. will review all new projects not detailed on the Facility Improvement Plan with the City Manager and Municipal Services Department Director before project commencement.

All work performed by the Franklin Opera House or its subcontractors will be completed to meet all applicable State and City ordinances and codes. All work undertaken by the Franklin Opera House shall be completed in a manner to not disturb the normal daily routines and functions of the City of Franklin business offices.

In emergencies, where immediate repair is necessary in order to avoid further damage to the premises, the Franklin Opera House shall use diligent attempts to notify the City of the necessity to undertake such emergency repairs, the reasons therefore. As soon as practical, the Franklin Opera House shall meet with the City Manager to obtain the City's after-the-fact approval for the repairs.

The Franklin Opera House will be responsible for insuring its own property kept on the premises. All permanent improvements shall become the property of the City of Franklin.

## **7. Utilities**

The City of Franklin, as owner of the building, will continue to provide heat, utilities, and general maintenance services, with the exception of the separate electrical meter installed in the name of the Franklin Opera House, Inc. for stage lighting. At the conclusion of an event, the FOH will clean those areas it utilizes for rehearsals and performances or other Opera House events. After each non-city event, it will be the responsibility of the Opera House to ensure that the building is returned to the same condition it was in at the beginning of each event. This includes ensuring the space is cleaned, the floors are periodically dry mopped, the curtains are re-opened and the bathroom areas are restocked. The Opera house may be required to contract with the city's cleaning service for additional cleanings after large events as determined by the city manager.

The City will clean the City hall building as set forth in its annual Custodial Service Bid (which does not currently include any regular cleaning of the auditorium area). The Opera house is responsible for cleaning the spaces used by their organization in the lower portion of the building as well as the auditorium space. In addition, The Opera House may be required to contract with the city's cleaning service to clean all areas of the building being used for events as determined by the city manager. In addition, The Opera House is responsible for any maintenance of space use on days city hall is closed (including but not limited to addressing any snow or ice hazard).

The Utilities section of this agreement may be reviewed no more frequently than annual by the city. At the city's option, after reasonable notice the Opera house may become responsible for utilities utilized by the Opera house including heat, electricity, general maintenance and janitorial services.

## **8. Termination**

Subject to the Remedies section that follows, this Agreement may be terminated for cause by either party if the other party is found to be violating any material terms of this Agreement. Either party may request modifications to this Management Agreement in writing to the other party at anytime.

In addition to cause, this agreement may be amended or terminated if it is determined by the Franklin City Council that termination or an amendment is required for an orderly expansion of municipal use within the building and is in the best interest of the City of Franklin.

## **9. Remedies**

Either party may notify the other party of its failure to meet responsibilities under this Agreement and require remedy of the same, which if not reasonably achieved or a remedy plan agreed to by both parties within 60 days time shall subject this Agreement to possible termination as described in the preceding section.

## **10. Offices and Storage Space**

The Franklin Opera House shall occupy a portion of the City Hall complex to use for office space for conducting its affairs as set forth herein. The specific area in the premises for such shall be coordinated with the City Manager. Unused items by the Franklin Opera House shall not be stored in the Opera House but in storage areas approved by the City Manager. (Subject to periodic inspections by the fire department for compliance).

## **12. Security**

Franklin Opera House shall attempt to notify the City and Police Department of any special event that is expected to occur during odd hours (after midnight). Franklin Opera House is responsible to ensure the premises are secure after any event. Franklin Opera House shall coordinate with facility users to establish and implement guidelines for securing the Premises at the conclusion of an event. Exterior doors must remain closed (shall not be left propped open) to ensure restricted access to the building for safety purposes and fire safety reasons.

## **13. Additional Provisions**

1. Overnight use of the Premises is by approval of the City Manager.
2. The Agreement is not assignable absent written approval of both parties.
3. In the event Franklin Opera House receives notice of any actual or potential revocation of its Articles of Agreement or its 501(c)(3) status, it shall immediately notify the City and provide the City with a copy of all such notices.
4. The City reserves the right, with no liability, to close the facility without notice when it serves the public interest and safety.
5. Use of City Hall equipment (including sound system) shall be coordinated with City Manager's Office.

## **14. Amendment**

This agreement may be amended by mutual consent of the parties hereto. No amendment will be effective until it is reduced to writing and signed by both

parties. All such amendments shall be executed in duplicate and attached as addenda in consecutive chronological order to the original documents.

**15. Approvals**

Executed this \_\_ day of \_\_\_\_\_, 2012

By,  
City of Franklin

---

Elizabeth Dragon  
City Manager  
Duly Authorized by the Franklin City  
Council

Executed this \_ day of \_\_\_\_\_, 2012  
Franklin Opera House, Inc.

---

Executive Director  
Duly Authorized by the Franklin Opera  
House, Inc. Board of Directors

## APPENDIX A

### **Lower level**

Formatted: Font: Bold, Underline

#### Opera house space:

Formatted: Underline

Opera house offices & dressing rooms in the lower level of city hall from the parking lot entrance (to where the hallway begins to city offices) In addition, the opera house uses the small storage closet just past the beginning of the hallway.

The opera house also uses the box office on the main floor of city hall.

#### City hall occupied space on lower level:

Formatted: Underline

City offices (2) currently only one is being occupied by the city but there are plans to occupy the second office in the near future.

Storage room with files in it (which may be converted to a third office as the three rooms abut one another in the same hallway), the boiler room, computer room, the large meeting room, and kitchenette area.

CITY COUNCIL MEETING

AGENDA ITEM XI



**CITY OF FRANKLIN**  
**COUNCIL AGENDA REPORT**  
*City Council Meeting May 2012*

---

**From:** Elizabeth Dragon – City Manager

**Subject:** City Council to consider donating old money, and checks, of little monetary value but of great historical value to the Franklin historical society for display

---

**Recommended motion:**

1. Councilor moves:

“I move that the Franklin City Council approve donation of four two dollar bills and one dollar bill=\$9.00 from the 1880s to the Franklin Historical Society and three checks written to the Town of Franklin in the 1800’s”

2. Mayor asks a second, discussion, and calls the vote.

---

**Discussion:** The bills were in an envelope which reads.... “Tender \$9.00 for Taxes on CH Wiggin place. Recd from Edwin Judkins Sep. 30 1880. PC Hancock Town Clerk. This money was found at city hall several years ago. Leigh Webb from the Historical Society has inquired about the status of the money and whether the city would be willing to donate the money to the historical society for preservation and display into the future. The money is currently kept in the safe at city hall which is hot and over time is deteriorating the condition of the bills.

The money was found by a resident, Mr. Gile, who was looking through some old files in the GAR hall. Scott Clarenbach was filling in as City Manager at the time while the City manager was on vacation. It is my understanding that several years ago an “unofficial” appraisal of the bills was done by Littleton Coin back when Manager Doyon was here and it was felt the value together was about \$50 dollars.

In addition, we have also located three checks in the clerk’s office written in the same time frame that may be of interest to the historical society (copy attached).

**Attachments/Exhibits:** photocopy of the bills & checks attached



Sender's Name  
groceries Co. State  
W. H. Higgins State  
Care of Mrs. Edw. J. Hill  
Kings St. No. 1510  
N. H. Hancock  
Bangor, Me.

FRANKLIN FALLS, N. H.  
WALTER BROWN  
No. 100  
THE DORR BROS.





NEW HAMPSHIRE  
TOWN OF FRANKLIN

Franklin, N.H. February 4 1895 No 1

To the (Treasurer of the <sup>City</sup> of Franklin)

Pay to Shepard Bros. <sup>the sum of \$5.00</sup>  
Five Dollars

due for use of letters March 13/94

Account:  
Outstanding

J. N. Roberts Mayor  
Spring W. Goss City Clerk

Subscribed  
of  
Franklin

Dennison & Brown, Lith., 2 Liberty St., N.Y.

RECEIVED  
FEB 12 1895  
FRANKLIN FALLS, N.H.

NEW HAMPSHIRE

\$500.

Franklin, N.H. Mar. 2 1883

Franklin National Bank

Pay to the order of John J. Milton  
Five hundred Dollars

No. Isaac I. Blodgett, Town Treas.

Dennison & Brown 59 Maiden Lane, N.Y.



\$33.37

Franklin Falls N.H. March 1<sup>st</sup> 1880

For value received I promise to pay to  
The Town of Franklin or order

Thirty Three 37 Dollars

on Demand with Interest

No.

Due

C. P. Bacheleter



Wm. Ford B. B.

92 No 3

~~92 No 2~~

9670

J. Y. Wilson

J. J. Harris

2

FOR DEPOSIT  
IN THE  
TREASURY

\$ 200

d.

Nov 1 - 1880

Received on the nth  
part Two Dollars

James H. Davis

Secretary

May 27. '81

Rec'd Twelve dollars

# 12.

Oct 1. 1881

Rec'd Ten dollars # 10.

CITY COUNCIL MEETING

AGENDA ITEM XII



CITY OF FRANKLIN  
COUNCIL AGENDA REPORT  
May 7, 2012 City Council Meeting

**From:** Judie Milner, Finance Director  
**Subject:** Funding Alternative for Ambulance

---

**Recommendation:**

I recommend the Council considers an alternative option for funding the ambulance purchase approved by the Council on March 26, 2012.

**Possible Motions:**

**May 7, 2012**

*Motion 1:*

***Councilor moves, "I move that the Franklin City Council considers an alternative option for funding the ambulance purchase."***

Discussion. Mayor calls for vote.

*Motion 2 (only if affirmative vote in Motion 1, otherwise no further action needed):*

***Councilor moves, "I move the City of Franklin City Council set a public hearing for Monday, June 4, 2012, at 7:05pm regarding the approval of Resolution 16-12 regarding \$230,000 ambulance funding through Northway Bank for a term of 7 years at 1.83% interest."***

**June 4, 2012**

***Councilor moves, "I move the City of Franklin City Council approve Resolution 16-12 \$230,000 ambulance funding through Northway Bank for a term of 7 years at 1.83% interest."***

**Discussion:**

On March 26, 2012, the Council approved the purchase of a replacement ambulance for ambulance 1, the City's 11 year old ambulance whose engine failed, through a lease purchase agreement with a 4.16% interest rate and municipal non appropriation clause. Since that vote, the City Manager was approached about the possibility that bank note

financing would save the City money in interest charges. At the Manager's request, I solicited three banks in the City, Franklin Savings, Citizen's and Northway, for quotes. Franklin Savings quoted 3.15 % for a 7 year term. Citizen's quoted 3.25% but was not able to provide a term over 5 years. Northway quoted **1.83%** for a 7 year term.

The note program quoted by Northway will save the City \$15,446 in interest over the life of the note as compared to the lease purchase program through Republic First National as originally approved by the Council. Because of this significant savings, I am bringing this option forward to the Council.

The ambulance committee has solicited quotes, evaluated, and recommended the company and the purchase contract has been completed with Sugarloaf Ambulance Rescue Vehicles. The original leasing is ready and will be used upon delivery of the ambulance unless the Council approves another funding source.

It is important to point out that notes do not have a municipal non appropriation clause like leases. However, the selected ambulance vendor has offered in writing to purchase the ambulance for the amount of the remaining note balance should the City find itself in the unlikely position of not being able to appropriate payment for the ambulance. This may alleviate some concerns about any possibility that the City may not appropriate future payments. We can get this language approved by Paul Fitzgerald in May should the Council choose to entertain this alternative funding. It will be a separate document from the note.

**Concurrences:**

The Council approved the purchase of the ambulance through a lease purchase agreement on March 26, 1012. The lease purchase financing is ready to go as soon as the ambulance is completed and the City takes delivery (estimated 4-6 months). The ambulance purchase is under contract with Sugarloaf Ambulance Rescue Vehicles at this time.

**Fiscal Impact:**

Note funding through Northway Bank will save \$15,446 in interest costs over the lease purchase financing through Republic First National.

**Alternatives:**

City Council could remain with the approved lease purchase funding through Republic First National.

**Attachments/Exhibits:**

Quote Comparison  
Resolution 16-12  
Public Hearing Notice

*Franklin - The Three Rivers City*





# CITY OF FRANKLIN, NEW HAMPSHIRE

*"The Three Rivers City"*

316 Central Street  
Franklin, NH 03235

(603) 934-3900  
fax (603) 934-7413  
cityhall@franklinnh.org

## RESOLUTION #16-12

**A Resolution Relating to the authorization for the City of Franklin to issue a note through Northway Bank for the purchase of the replacement ambulance for ambulance 1.**

**In the year of our Lord, Two Thousand Twelve,**

**WHEREAS, the City Council of the City of Franklin has approved, on March 26, 2012, the purchase of an ambulance to replace 11 year old ambulance 1 which recently suffered catastrophic engine failure through a 7 year term lease purchase program, and;**

**WHEREAS, the total cost of the replacement ambulance is not to exceed \$230,000, and;**

**WHEREAS, the City Council wishes to save the City over \$15,000 in interest costs by changing the funding mechanism from the previously approved lease purchase agreement to a 7 year term, 1.83% rate note issued by Northway Bank, and;**

**WHEREAS, the City Council understands that the note will contain no fees or prepayment penalties, and;**

**WHEREAS, the City Council recognizes that the selected ambulance vendor has offered in writing to purchase back the ambulance for the balance of the note should the City not appropriate the note payment at any time during the duration of the note, Now**

**THEREFORE BE IT RESOLVED, that at the scheduled meeting of the City Council on Monday, June 4, 2012, the City Council of the City of Franklin, New Hampshire does hereby adopt resolution 15-12 authorizing the City of Franklin to issue a note through Northway Bank not to exceed \$230,000 at a rate of 1.83% for a period of seven (7) years for the funding of the replacement of ambulance one (1) and authorizing the Mayor to sign all necessary documentation of same**

Resolution 16-12  
Page 2 of 2

By a roll call vote.

Roll Call:

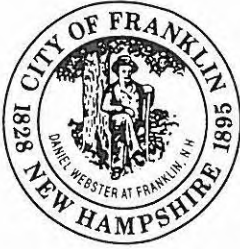
Councilor Boyd	_____	Councilor Feener	_____
Councilor Clarenbach	_____	Councilor Sharon	_____
Councilor Cournoyer	_____	Councilor Starkweather	_____
Councilor Desrochers	_____	Councilor Trudel	_____
Councilor Dzujna	_____		

A True Copy Attested: \_\_\_\_\_  
City Clerk

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_  
Mayor





# CITY OF FRANKLIN, NEW HAMPSHIRE

*"The Three Rivers City"*

316 Central Street  
Franklin, NH 03235

(603) 934-3900  
fax (603) 934-7413  
cityhall@franklinnh.org

## CITY OF FRANKLIN NOTICE OF PUBLIC HEARING & MEETING

**In accordance with the provision of Chapter 31, Division 2 of the Franklin Municipal Code, notice is hereby given that the City of Franklin will hold a Public Hearing on Monday, June 4, 2012 at 7:05 p.m. in the Council Chambers, Franklin City Hall concerning Resolution #16-12 concerning alternative option for funding the ambulance purchase.**

**City of Franklin, New Hampshire  
Ambulance Replacement Funding Quote Comparison  
2012**

**Cost of Ambulance: \$230,000**

<b>Entity</b>	<b>Type of Funding</b>	<b>Term</b>	<b>Rate</b>
Northway Bank	Note	7	1.83
Franklin Savings Bank	Note	7	3.15
Citizens Bank	Lease Purchase	5	3.25
Republic First National	Lease Purchase	7	4.16

CITY COUNCIL MEETING

AGENDA ITEM XIII



CITY OF FRANKLIN  
COUNCIL AGENDA REPORT  
City Council Meeting May 07, 2012

**From:** Holly Burbank, Tax Collector *Holly*

**Subject:** Council to consider adoption of the following tax deeds:

Map 078, Lot 006-07 (Mobile Home in Park)	Map 099, Lot 033-00 (Land & Building)
Map 099, Lot 018-00 (Land & Building)	Map 117, Lot 270-00 (Commercial L&B)
<del>Map 118, Lot 010-00 (Land &amp; Building)</del>	Map 099, Lot 052-00 (Land & Building)
Map 118, Lot 003-00 (Land & Building)	Map 149, Lot 071-00 (Land & Building)
Map 099, Lot 055-00 (Commercial L & B)	Map 096, Lot 103-00 (Land & Building)
Map 078, Lot 006-02 (Mobile Home in Park)	Map 097, Lot 094-00 (Land & Building)
Map 045, Lot 005-00 (Land & Building)	Map 148, Lot 005-00 (Land Only)

**Recommended motions:**

1. Councilor moves:

“I move that the Franklin City Council accept the tax deeds on the following parcels:”

Map 078, Lot 006-07	Map 117, Lot 270-00
<del>Map 118, Lot 010-00</del>	Map 099, Lot 052-00
Map 118, Lot 003-00	Map 149, Lot 071-00
Map 099, Lot 055-00	Map 078, Lot 006-02
Map 097, Lot 094-00	Map 045, Lot 005-00
Map 148, Lot 005-00	Map 099, Lot 018-00
Map 099, Lot 033-00	Map 096, Lot 103-00

2. Mayor asks a second, discussion, and calls the vote.

**Discussion:**

Tax Map 078, Lot 006-07 and Tax Map 078, Lot 006-02 are Manufactured Homes in a Park. Because these documents had to be to Sue May a week prior to the May 7 Council Meeting, I expect that several of these property owners will be in to pay their taxes.

**Concurrences:**

This process is consistent with the State of New Hampshire Statutes with respect to deeding properties. If the Council decides against accepting this deed, the tax lien shall remain in effect indefinitely, retaining its priority over other liens. The taxpayer's right of redemption as provided by RSA 80:69 shall likewise be extended indefinitely, with interest continuing to accrue as provided in that section.

If at any time, in the judgment of the municipal governing body, the reasons for refusing the tax deed no longer apply, and the tax lien has not been satisfied, the governing body may instruct the collector to issue the tax deed, and the collector shall do so after giving the notices required by RSA 80:38a and 80:38-b.

80:39 II-a: ..... the governing body of the municipality may refuse to accept a tax deed on behalf of the municipality, and shall so notify the collector, whenever in its judgment acceptance and ownership of the real estate would subject the municipality to undesirable obligations or liability risks, including obligations under real estate covenants or obligations to tenants, or for any other reason would be contrary to the public interest. Such a decision shall not be made solely for the private benefit of a taxpayer.

**Fiscal Impact:**

Lost Revenue to the City.

**Alternative:**

Referring to RSA 80:76 it states that the municipality may refuse to accept a tax deed on behalf of the municipality, and may so notify the collector, whenever in its judgment acceptance and ownership of the real estate would subject the municipality to undesirable obligations or liability risks, including obligations under real estate covenants or obligations to tenants, or for any other reason would be contrary to the public interest. The tax lien may be enforced by the municipality by suit as provided under RSA 80:50, and through any remedy provided by law for the enforcement of other types of liens and attachments.

**Attachments/Exhibits:**

1. Code Enforcement Division Reports
2. Statement of Accounts
3. Property Tax Cards & Maps
4. Copy of Tax Deeds to be Executed

**CITY COUNCIL MEETING**

**AGENDA ITEM XIV**



CITY OF FRANKLIN  
COUNCIL AGENDA REPORT  
*City Council Meeting May 2012*

**Date:** April 30, 2012  
**From:** Elizabeth Dragon, City Manager  
**Subject:** **Manager's Update**

**Contingency Grant Line Activity:** The City received the following in the contingent grant line this month: \$3,150 for the Join the NH Clique Seat Belt grant and \$4,620 for the Franklin DWI/DUI Patrols grant

**Website-** If you haven't had a chance, please take a look at the City's new website at the same location [www.franklinnh.org](http://www.franklinnh.org) departments are still adding content but the site went live a couple weeks ago and we are getting great feedback. The City partnered with the Franklin Mayor's Drug Task Force & Franklin Business & Industrial Corp (FBIDC) to build a new website. Twin Designs contributed wonderful professional photos of Franklin to highlight the beauty of the community. We are very excited about all that the new website has to offer. A couple new powerful tools include the ability to subscribe to news and alerts with a click of a button (check out "subscribe to e-alerts") and the City's ability to add an emergency banner across the front page of the website for breaking news such as road closure or any type of emergency notice.

**Vitex Tour:** On Monday April 23<sup>rd</sup> I accompanied the Mayor, Jim Aberg (FBIDC), Governor Lynch, several PSNH representatives as well as others on a tour of Vitex Extrusions new production line here in Franklin. Last fall, partly funded through rebates from Public service of NH, the firm installed a new pumping system that enabled it to double its capacity from 18 million to 30 million pounds of "lineal extrusions" per year. Vitex is looking to add 100 employees to their company in the near future. Vitex discussed the challenges of finding the right kind of employees for the future. This news and the recent growth at Webster Valve are signs of economic growth right here in Franklin!

**Youth Government:** is currently scheduled for May 29<sup>th</sup>, 30<sup>th</sup> and 31<sup>st</sup> this year. Tuesday kick off at city hall (Mayor & any city councilors & local legislators are invited to speak) 12:15-2:30 alongside dept heads as we give an overview of city government Wed 12:15-2:30 students report to respective departments Thursday students work with their department heads all day (8am-2:30) and at 6:30pm the Elks host a banquet, present awards, and the students hold a mock city council meeting.

**Loyalty Day:** On Sunday April 29<sup>th</sup> at 2pm I attended along with the Mayor and several City Councilors a ceremony at Franklin VFW honoring LT Stephanie Clough, Retired Chief Brad Smith, and High School Teacher Kerry Cook. Congratulations to all three honorees!

**Headstart Grant & Bessie Rowell Community Center Project update:** Great news! The City of Franklin was awarded the Head Start grant for \$350,000. This grant will relocate the Head



Start program to the Bessie Rowell building which is in the process of becoming the ***Bessie Rowell Community Center***. Head Start receiving this grant was key to making this project viable. Currently Tiny Twisters is in the process of preparing to move using a CDBG grant recently awarded in the amount of \$238,957. The Tiny Twister's project just recently went out to bid and was awarded. Security Cameras are being installed at entrances of the building through some matching funds that Tiny Twisters had available for equipment purchases. Mango Security has already begun work on this piece of the project. There are so many exciting things about a project like this-the ability to share space, the re-use of a building that otherwise sat vacant in a residential neighborhood and was beginning to be vandalized, co-locating services that support one another, the many uses of a brand new commercial kitchen, the many uses of a multipurpose room including a stage and another meeting space in the community...all these things are now becoming a reality in the ***Bessie Rowell Community Center***.

City preparations are also in the works-The Recreation department will begin their move after the summer program however preparations at the Bessie Rowell building have already begun for the recreation department. Phone and computer networking for the city should be complete before the end of June. Misc aesthetic improvements such as cleaning, painting, organizing and general preparation of space are also beginning as well.

This project is an excellent example of a variety of organizations (city & nonprofits) coming together to make a project work for the betterment of the children and the seniors of the community. It is thanks to the vision of the City Council & Mayor through some challenging moments that this project is possible.

**Recreation Department update:** The funding and all state approvals for the fishing pier project at Odell Park are in place and the project is ready to move forward. (as of March 26, 2012). Next, coordination between contractors and city services will begin. The city will dig the trench area where the concrete will be poured (by Beck & Bellucci). We have not finalized anything with Beck & Bellucci yet due to scheduling constraints. The recreation department is working with them as well as other companies that may be able to fit us in sooner. Brian Barry - Municipal services department will construct the decking. The funding for this project was raised through the Odell park committee and the city is contributing labor (digging the trench and building the deck). This project, like the many other recently completed projects at Odell Park, will be completed through the combination of fundraising and grant funding obtained by the Recreation Director and volunteers, as well as volunteer & city labor. The asset will then become the property of the city. This is last project on the list at the Odell Park for the committee.

Work at Daniell Park is currently underway. Funding is in place for the basketball court. However, the focus is the picnic area and parking area improvements which is expected to begin this month. The work on the basketball area is planned for the summer/fall time.

Stone Park is in serious disrepair and staff has recently removed the slide and bouncy toys due to the unsafe condition and recommendation by the Local Government Center in their recent inspection of all city playgrounds. The Recreation Director has recently received \$15,000 from KaBoom which is only half of the funding needed for replacement. Replacement of this park equipment is hopeful for the Fall/Spring depending on successful fundraising efforts.

There has been a conversation with all department heads working with committees that the city is currently at our capacity (as discussed with the council during our no numbers workshop) regarding projects and staffing. Therefore, we are attempting to focus our efforts with committees and volunteers on improving assets that are currently in existence instead of adding assets that require future maintenance etc. We are also attempting to finish existing projects and improve communications with volunteers to ensure that everyone is working on the same page.





**Subject: Other Business**

---

**A. Committee Reports**

**B. City Manager's Update**

**C. Mayor Appointments to Franklin Library Board of Trustees:**

***Mayor: "I reappoint Judith A. Ackerson to the Library Board of Trustees, Term of office to January, 2014.***

***Mayor: "I reappoint Stephanie Bendixsen to the Library Board of Trustees, Term of service to January, 2014.***

***Mayor: "I appoint Judith O. Merriam to the Library Board of Trustees, Term of Service to January, 2014."***

**CITY COUNCIL MEETING**

**AGENDA ITEM XV**

**LATE ITEMS**

CITY COUNCIL MEETING

AGENDA ITEM XVI



CITY OF FRANKLIN  
COUNCIL AGENDA REPORT  
MAY 7, 2012 CITY COUNCIL MEETING

---

**Subject: Non-Public Session**

---

**Suggested Motion:** *“I move that the Franklin City Council enter into non-public session under RSA 91-A:3, II A the dismissal, promotion, or compensation of any public employee.”*

Mayor calls for a second, discussion and roll call.

**Roll Call:**

Councilor Cournoyer	_____	Councilor Desrochers	_____
Councilor Trudel	_____	Councilor Dzujna	_____
Councilor Sharon	_____	Councilor Feener	_____
Councilor Starkweather	_____	Councilor Boyd	_____
Councilor Clarenbach	_____		

After session is done, motion is made to come out of non-public.

Motion is then made to seal the minutes.

**Suggested Motion:** *“I move that the Franklin City Council seal the minutes of the non-public session because releasing them would make the action taken ineffectual.”*

**Roll Call:**

Councilor Cournoyer	_____	Councilor Desrochers	_____
Councilor Trudel	_____	Councilor Dzujna	_____
Councilor Sharon	_____	Councilor Feener	_____
Councilor Starkweather	_____	Councilor Boyd	_____
Councilor Clarenbach	_____		