



SPECIAL MEETING BOARD OF MAYOR AND ALDERMEN

**January 13, 2023 at 5:00 PM
Aldermanic Chambers, City Hall (3rd Floor)**

Mayor and All Aldermen

AGENDA

The Mayor calls the meeting to order.

The Mayor calls for the Pledge of Allegiance.

A moment of silence is observed.

The Clerk calls the roll.

1. Ratify and confirm the phone poll conducted on 1/11/2023 authorizing the Mayor to enter into a Use of Premises Agreement with the State of New Hampshire to take control of the former Tirrell House property located at 15 Brook Street.
Ladies and Gentlemen, what is your pleasure?
2. Communication from Jeff Belanger, Planning & Community Development Director, requesting approval of Amending Resolutions and Budget Authorizations to address the homelessness crisis in Manchester.
Ladies and Gentlemen, what is your pleasure?

This being a special meeting of the Board, no further business can be presented and a motion is in order to adjourn.

2022-2023
Board of Aldermen

Yeas and Nays

PHONE POLL

Date: 1/11/2023

**Action: Authorize Mayor to enter into a Use
of Premises Agreement with the State of NH
to take control of the former Tirrell House
located at 15 Brook Street.**

Alderman	Yea	Nay	Absent	Pass
Ward 1 - Cavanaugh	X			
Ward 2 - Stewart	X			
Ward 3 - Long	X			
Ward 4 - Fajardo	X			
Ward 5 - T. Sapienza	X			
Ward 6 - Sharonov	X			
At Large - Trisciani	X			
At Large - Levasseur			X	
Ward 7 - Heath	X			
Ward 8 - E. Sapienza	X			
Ward 9 - Burkush	X			
Ward 10 - Barry	X			
Ward 11 - Gamache	X			
Ward 12 - George-Kelly	X			
TOTAL:	13		1	

Fire Chief & EMD
Ryan J. Cashin

Deputy Fire Chief & EMD
David P. Flurey

Emergency Management Coordinator
Meghan M. Geoffrion

Public Works Director
Tim Clougherty



Mayor
Joyce Craig

City Solicitor
Emily Rice

Chief of Police
Allen D. Aldenberg

Public Health Director
Anna J. Thomas, MPH

City of Manchester

Emergency Operations Center

TO: Board of Mayor and Aldermen
FROM: Emergency Operation Center
DATE: January 11, 2023
RE: Phone Poll

Dear Members of the Honorable Board,

On Tuesday, January 3rd, this board outlined short term and long term steps to increase available emergency shelter beds in the City of Manchester and address public health and safety concerns in the area of Pine and Manchester Street. The work of the Board resulted in the opening of the City of Manchester Emergency Operations Center (EOC) to serve as a consolidation point for the first responders and departments to facilitate decision making.

The EOC, made up of representatives from the Manchester Homelessness Initiatives Department, Police Department, Fire Department, Health Department, Public Works Department, Solicitor's Office, and Mayor's Office, have been working daily to address the impacts that the statewide lack of specialized emergency shelter services is having on the City of Manchester. A lack of emergency shelter beds for women was identified as a clear community need.

The City of Manchester requested use of the former Tirrell House (15 Brook Street), a currently vacant and heated state-owned facility that until November 2022 was used by Families in Transition as a Men's Transitional Living Program. Today, the State of New Hampshire has agreed to grant the City use this building for use as an emergency winter shelter.

YWCA New Hampshire has stepped forward to operate the facility, providing staffing and wrap-around services for women who will reside there. The YWCA is a highly-respected organization which has experience providing similar shelter services in Manchester and currently operates Emily's Place, a confidential emergency shelter program for individuals rebuilding their lives after experiencing domestic and/or sexual violence.

Page 1 of 2

100 Merrimack Street, Manchester, NH 03101-2210
Telephone (603) 669-2256
www.manchesternh.gov/Departments/Fire

The Board of Mayor and Aldermen is being asked to authorize approval via phone poll for the City of Manchester to enter into a Use of Premises Agreement, ("Agreement"), with the State of New Hampshire to take control of 15 Brook Street. (See attached.) This Agreement will then be placed on the Governor and Council agenda for final approval on Wednesday, January 18th, 2023. There is no cost to the City associated with the Agreement with the State.

Additionally, Planning and Community Development will be bringing forward amending resolutions to create dedicated CIP projects to address unsheltered homelessness at the Board meeting on Tuesday, January 17th, 2023, and following that action, a subrecipient agreement will be entered into with YWCA to provide sheltering services at this facility, funded through the City's Community Development Block Grant funding.

**USE OF PREMISES AGREEMENT
BETWEEN
THE NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES
AND
CITY OF MANCHESTER**

1. **Introduction:** This Use of Premises Agreement (hereinafter referred to as "Agreement") is entered into by and between the State of New Hampshire, Department of Health and Human Services (hereinafter "State"), of 129 Pleasant Street, Concord, NH 03301 and the City of Manchester (hereinafter "City") of 1529 Elm Street, Manchester, NH 03101, to establish the terms and conditions under which the City may use certain premises owned by the State. The State and the City are mutually referred to as the parties.
2. **Authority:** Pursuant to RSA 126-A, the Commissioner of the New Hampshire Department of Health and Human Services of has the responsibility for the administrative and executive direction of the Department and the properties and facilities under its jurisdiction.
3. **Definition of Premises:** The premises consists of the building identified by the State as Tirrell House (hereinafter the "premises" or "property"), which is located at 15 Brook Street in Manchester, New Hampshire, and includes an approximately 4,000 square foot three story building, an approximately 552 square foot outbuilding, four-vehicle parking space, and parcel of land that is further described in Exhibit A, the General Warranty Deed granted to the Department.
4. **Grant of Permission for Use of Premises and Terms of Use**
 - a. The State hereby gives permission, which is revocable and terminable as hereinafter provided, to the City to use the above-defined premises for the purpose of providing housing to individuals experiencing homelessness. Notwithstanding paragraph 10, the City shall be permitted to contract with third parties to manage such housing.
 - b. The City acknowledges that the State has title to the premises and shall not assail, resist or deny such title. The City also acknowledges that this Agreement constitutes a revocable license, that this Agreement does not create a lease nor any right to the possession of the property, and does not create any estate or interest in the property.
 - c. The City shall be subject to general supervision of the State and shall be subject to rules and regulations prescribed by the State of New Hampshire including, but not limited to, meeting the requirements of the State of New Hampshire Fire Marshall's Office regulations.
 - d. The City must comply with the provisions of all applicable federal, state and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems and solid and hazardous waste.
 - e. Should the City discover any violations to applicable federal, state and local laws, rules, regulations or standards, it shall report the violations immediately to the State and, at their own expense, be responsible for any costs incurred as a result of the violation of the aforementioned federal, state and local laws, rules, regulations or standards. The City agrees that any agency of the State of New Hampshire, its officers, agents, employees, and contractors may enter the premises, at all times (with reasonable notice) for any purpose, including inspection, and the City shall have no claim on account of such entries against the State of New Hampshire or any officer, agent, employee or contractor thereof.

- f. The City shall not make any construction, alterations, additions or improvements to the premises without first obtaining the prior written approval of the State. The City shall ensure all work, repairs, renovations, or replacements approved by the State are guaranteed by the vendors completing the work, against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of completion of the work.
- g. The City shall ensure that if, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the State is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, the City shall promptly upon receipt of notice from the State, and at the City's own expense (1) place in satisfactory condition in every particular, all guaranteed work and correct all defects therein; (2) make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the State, is the result of the use of materials, equipment or workmanship which are inferior or defective; and (3) make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- h. The City is responsible for all repairs due to wear or negligence on the part of its employees, clients, guests or invitees.
- i. The State shall not be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under this Agreement, including the condition or state of repair of the premises and its use and occupation by the City, or from damage to their property, or damage to the property, or injuries to the persons of the City or any officers, employees, servants, agents, contractors, or others who may be at the premises at their invitation or the invitation of any one of them arising from governmental activities at the premises. The City expressly waives all claims against the State for any loss, damage, personal injury or death caused by or occurring by reason of or incident to the use of the premises or as consequence of the conduct of activities or the performance of responsibilities under this Agreement.
- j. The City agrees that on the date this Agreement terminates, it shall vacate the premises and shall remove all personal property and restore the premises to a condition satisfactory to the State, with damages beyond the control of the City and due to ordinary wear and tear excepted. If the City neglects to remove their personal property and to so restore the premises, then at the option of the State, such property shall either become property of the State without compensation therefore, or the State may cause property to be removed and the premises to be so restored at the expense of the City, and no claim for damage against the State or its officers, employees or agents shall be created by or made on account of such removal and restoration work.
- k. Pursuant to RSA 4:40, upon completion of the required process for disposal of real estate and approval by the Governor and Council, should the State determine that the property is no longer needed by the State, the property shall first be offered to the City. If the City refuses the State's offer, the State may sell, convey, transfer, or lease the property.

5. **Term and Termination:** This Agreement is effective upon Governor and Council Approval through June 30, 2025. The parties may agree to extend the Term for up to an additional two (2) years. This Agreement may be terminated by either party for any reason upon sixty (60) days written notice, which notice shall be delivered by hand or by certified mail to the address listed in paragraph

1 above. Should the State transfer the property to the City pursuant to paragraph 4(k) above and RSA 4:40, this Agreement shall immediately terminate.

6. **Payment.** Unless otherwise specified herein, the parties shall be responsible for their respective costs.

7. **Responsibilities of the State:** The State shall:

- a. Give permission to the City to use the above-defined premises as described in Section 4 above.

8. **Responsibilities of the City of Manchester:** The City shall:

- a. Protect, repair and maintain the premises in good order and condition and shall exercise due diligence in protecting the premises against damage or destruction by fire, vandalism, theft or other causes;
- b. Be responsible and pay all utilities (including natural gas, water/sewer, electric, and waste and recycling disposal). The City must establish accounts for all utilities in its name, with the State named as "second" on each utility account. Invoices for each utility shall be sent directly to and paid by the City;
- c. Conduct scheduled preventative maintenance inspections and repairs for all equipment on the premises, including HVAC systems, drains, and backflow preventers;
- d. Maintain, repair, and replace as needed building systems, including, as applicable, kitchen suppression systems, HVAC systems, sump pumps, plumbing fixtures, drains, and backflow preventers;
- e. Maintain, repair, and replace all equipment and appliances as needed, including commercial kitchen equipment, kitchen appliances, dishwashers, washers and dryers, and stoves;
- f. Be responsible for window air conditioners maintenance, repairs, and replacement;
- g. Maintain all electrical wiring and related hard-wired lighting, receptacles and panel board fixtures;
- h. Provide routine building maintenance, defined as normal wear and tear of the building structure, envelope, systems, hardware, and fixed assets, and does not include damage resulting in abuse or neglect by the City or its agents, consumers, and visitors;
- i. Respond immediately to emergency maintenance requests that threaten the health and safety of consumers, staff, and property as needed, 24/7;
- j. Be responsible for all keys, to include distribution, tracking, and lock repair or key replacement, and provide any replacement keys to the State upon request;
- k. Be responsible for all housekeeping/sanitation and routine household tasks;
- l. Be responsible for maintenance, repair, and replacement of landscaping features/decorations;
- m. Conduct monthly fire extinguisher inspections and testing of egress lighting. Maintain and/or or replace the extinguishers annually as necessary in accordance with applicable rules and regulations including, but not limited to, meeting the requirements of the State of New Hampshire Fire Marshall's Office regulations;

- n. Maintain and inspect all fire protection related equipment in accordance with applicable local, state, and federal regulations, and provide the written documentation of the test and results with the State's Director of Facilities;
- o. Conduct sprinkler inspections in accordance with applicable local, state, and federal regulations, and provide the written documentation of the test and results to the State's Director of Facilities;
- p. Conduct fire drills in accordance with applicable compliance regulations;
- q. Provide police protection/coverage and pay for the personal alarm ("Life Alert") system;
- r. Provide all ground maintenance as needed, including, but not limited to, as applicable, any lawn mowing, trimming of trees, bushes and shrubs; and complete snow removal and de-icing of steps and walkways adjacent to the building;
- s. Purchase, supply, launder, and manage all linens, including sheets, pillowcases, bath towels, and face cloths;
- t. Purchase and supply hygiene kits and other supplies to individuals as needed;
- u. Ensure all buildings are free of pests and pay for pest extermination services if needed;
- v. Be responsible for any damage due to occupancy, or leasehold improvements, including interior painting and floor covering repair or replacement.

9. **Relationship to the State:** In the performance of this Agreement, the City is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the City nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

10. **Non-Assignment:** The City shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the State.

11. **Indemnification:** Unless otherwise exempted by law, the City shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers and employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct.

The City shall indemnify, save, hold harmless and defend the State, its officers, employees and agents from and against all suits, claims, or actions of any sort resulting from, related to or arising out of any activities conducted under this Use of Premises Agreement and any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal or any other action by the City giving rise to liability to the State, civil or criminal, or responsibility under federal, state or local environmental laws.

The State shall not be liable for any costs incurred by the City arising under this paragraph 11. Nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This paragraph 11 shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.

12. **Insurance:** The City shall, at its sole expense, obtain, and continuously maintain in force, the insurance specified in the attached Certificate of Coverage.

13. **Workers' Compensation:** By signing this Agreement, the City agrees, certifies and warrants that it is in compliance with or exempt from, the requirements of N.H. RSA 281-A (Workers' Compensation).
- a. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the City or any subcontractor or employee of the City, which might arise under applicable State of NH Workers' Compensation laws in connection with the performance of this Agreement.
14. **Notice:** The parties agree that any notice, order, direction, determination, requirement, consent, or approval under this Agreement shall not be effective unless it is in writing. All notices to be given pursuant to this Agreement shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in paragraph 1 above.
15. **Amendments:** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
16. **Choice of Law and Forum:** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.
17. **Third Parties:** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
18. **Headings:** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
19. **Severability:** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
20. **Entire Agreement:** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

State of New Hampshire
Department of Health and Human Services

Name:
Title:

Date

City of Manchester

Name:
Title:

Date

The preceding Use of Premises Agreement, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

_____	_____
Date	Name:
	Title:

I hereby certify that the preceding Use of Premises Agreement was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting).

OFFICE OF THE SECRETARY OF STATE

_____	_____
Date	Name:
	Title:

EXHIBIT A - GENERAL WARRANTY DEED
UPA-2023-OCOM-01-TIRRE-01

Initials _____

Date _____

THIS DEED, made this 21st day of December, 1978, by and between JOSEPH J. BAGOIAN (hereinafter referred to as "the SELLER"), and THE STATE OF NEW HAMPSHIRE, acting through its Program on Alcoholism and Drug Abuse of the Division of Public Health Services of the Department of Health and Welfare, 61 South Spring Street, Concord, New Hampshire (hereinafter referred to as "the BUYER").

WITNESSETH, that, for consideration paid, the SELLER, with General Warranty of Title, grants unto the BUYER:

All that certain parcel of land, together with all improvements thereon, situate in Manchester, Hillsborough County, New Hampshire, described as follows -

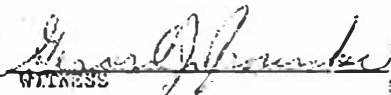
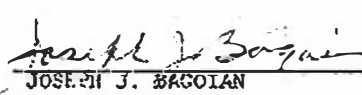
Beginning at a stone bound at the intersection of the southerly line of Brook Street and the westerly line of Temple Court, formerly Albert Street; thence southerly by the westerly line of Temple Court 96.66 feet; thence westerly parallel with the southerly line of Brook Street 50.25 feet; thence northerly by land now or formerly of Charlotte M. Merchant 96.66 feet to a drill hole at the southerly line of Brook Street; thence easterly by the southerly line of Brook Street 50 feet to the point of beginning.

Said premises are known as parts of Lots numbered 7 and 8, as shown on a plan of land of Herman F. Straw.

Being the same premises conveyed to Joseph J. Bagoian by Helen M. Chandler by deed recorded in the Hillsborough County Registry of Deeds, Book 2567, Page 622, on October 24, 1977.

The SELLER covenants that he is lawfully seized in fee simple of the granted premises; that he has the right to convey the granted premises to the BUYER; that he has done no act to encumber the premises; that the BUYER shall have quiet possession of the premises, free from all encumbrances; that the SELLER will execute such further assurances of the premises as may be requisite; and that he, his heirs, executors, and administrators will warrant and defend the premises to the BUYER and its heirs, successors, and assigns.

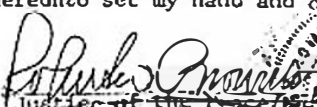
WITNESS the following signature:

 
WITNESS JOSEPH J. BAGOIAN

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this 21st day of December, 1978, before me, ROBERT W. BROWNING, the undersigned officer, personally appeared Joseph J. Bagoian, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.


Justice of the Peace
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Dec 21 11:06 AM '78
DEC 21 11 05 AM '78

HILLSBOROUGH COUNTY
REGISTRY OF DEEDS

CERTIFICATE OF COVERAGE

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, N.H. 03101

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 within the financial limits of RSA 507-B as follows:

Limits of Liability (in thousands 000)

GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	325
	Each Occurrence	1000
WORKER'S COMPENSATION	Statutory Limits	

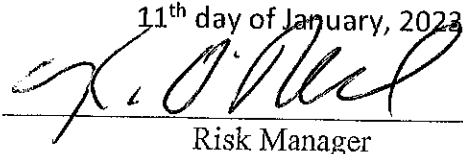
The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD

For the Tirrell House located at 15 Brook Street in Manchester, New Hampshire.

Issued the

11th day of January, 2023


Risk Manager



CITY OF MANCHESTER

PLANNING AND COMMUNITY DEVELOPMENT

Planning & Land Use Management
Building Regulations
Code Enforcement Division
Community Improvement Program

Jeffrey D. Belanger, AICP
Director

Pamela H. Goucher, AICP
Deputy Director Planning & Zoning

Michael J. Landry, PE, Esq.
Deputy Director Building Regulations

January 12, 2023

Board of Mayor and Aldermen
One City Hall Plaza
Manchester, New Hampshire 03101

Re: Request to Approve Amending Resolutions to Address the Homelessness Crisis

Dear Honorable Mayor Craig and Board Members:

Please find enclosed with this letter amending resolutions and budget authorizations that would direct CIP funds toward addressing the crisis of homelessness in Manchester. The resolutions would transfer \$173,991 of CDBG-CV funds, \$398,000 of ARPA funds, and \$300,000 from the City's Affordable Housing Trust Fund (AHTF).

The primary use of these funds would be for shelter services. As you know, the Cashin Senior Center has been used as an emergency shelter and has been staffed by Police and Fire. The next phase of the response will be for additional shelters to open. The State has agreed to allow the City to occupy its building at 15 Brook Street, which will become a women's shelter run by the YWCA. City staff are pursuing an additional shelter location that will allow for men and women. The funds would be used for staffing and leasing of shelters, along with miscellaneous expenses, such as police details, temporary bathroom and shower facilities, and supplies. The Mayor's Office and city staff intend to solicit donations to offset as much of these costs as possible.

Regarding the sources of funds, the \$173,991 of CDBG-CV funds are currently programmed almost entirely for CIP administrative costs, which can be covered by another source. The \$398,000 of ARPA funds are currently set aside for affordable housing, but have no intended recipient. The \$300,000 from the AHTF are also unprogrammed. Money from that fund has been used consistently in recent years for similar, shelter-related purposes, such as a winter warming center at 1269 Cafe and a homeless shelter at Families in Transition.

Due to the emergency nature of the homelessness crisis, I am submitting this request directly to the full Board of Mayor and Aldermen, rather than to the Committee on Community Improvement. I respectfully ask that you approve the amending resolutions enclosed herewith. Thank you.

Sincerely,

Jeffrey Belanger, AICP
Director

Enclosures

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-Mail: pcd@manchesternh.gov
www.manchesternh.gov

City of Manchester *New Hampshire*

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY 2021 & FY 2023 Community Improvement Program, authorizing and appropriating and transferring funds in the amount of Two Hundred Forty-Seven Thousand Dollars (\$247,000) for the FY 2023 CIP 611323 Emergency Shelter Operations.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2021 & 2023 CIP as contained in the 2021 & 2023 CIP budget; and

WHEREAS, the 2021 & 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate to effect the transfer from CIP 811721 CARES Act Support Fund - Planning and Administration to CIP 611323 - Emergency Shelter Operations - \$169,886.50;

WHEREAS, the Board of Mayor and Aldermen wishes to allocate to effect the transfer from CIP 811821 CARES Act Support Fund - Emergency Housing Assistance to CIP 611323 - Emergency Shelter Operations - \$4,104.50.50;

WHEREAS, the Board of Mayor and Aldermen wishes to request that unprogrammed Affordable Housing Trust funds in the amount of \$73,009 be used for to support the operations of homeless emergency shelters;

NOW, THEREFORE, be it resolved that the 2021 & 2023 CIP be amended as follows:

By decreasing:

FY 2021 CIP 811721 CARES Act Support Fund - Planning and Administration - \$169,886.50
CDBG-CV

By decreasing:

FY 2021 CIP 811821 CARES Act Support Fund - Emergency Housing Assistance—\$4,104.50
CDBG-CV

By adding:

FY 2023 CIP 611323 Emergency Shelter Operations - \$247,000 (\$173,991 CDBG-CV & \$73,009 AHT)

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 611323

Project Year: 2023

CIP Resolution: 5/17/2022

Title: Emergency Shelter Operations

Amending Resolution: 1/17/2023

Administering Department: Planning and Community Development

Revision:

Project Description: Funding to support the operations of emergency homeless shelters.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	1/1/2023
2.	Project Completion	6/30/2023
3.		
4.		
5.		
		6/30/2023

Line Item Budget

	CDBG-CV	AHTF		TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$173,991.00	\$73,009.00	\$0.00	\$247,000.00
TOTAL	\$173,991.00	\$73,009.00	\$0.00	\$247,000.00

Revisions:

Comments: Funding Source: CDBG-CV funds from the U.S. Department of Housing and Urban Development. \$169,886.50 transferred from CIP #811721 and \$4,104.50 transferred from CIP #811821. \$73,009 from unprogrammed AHTF.

Planning Department/Startup Form - 07/1/20

\$247,000.00

CIP BUDGET AUTHORIZATION

CIP#: 811721	Project Year: 2021	CIP Resolution: 6/9/2020
Title: CARES Act Support Fund Planning and Administration	Amending Resolution: 1/17/2023	
Administering Department Planning & Community Development	Revision: #4	

Project Description:	Funding of CIP staff/expenses for administration of CIP CARE Act Entitlement Programs (CDBG-CV, ESG-CV and ESG-CV2). Funding may also be used for the development of non-project specific emergency infectious disease response plans.
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Federal Grants	Federal Grant: Yes	Environmental	Review Required: Yes
	Grant Executed: Yes		Completed: Yes

Critical Events

1.	Program Initiation	7/7/2020
2.	Program Completion	9/30/2022
3.		
4.		
5.		
		9/30/2022

Line Item Budget

	CDBG-CV & CV3	ESG-CV	ESG-CV2	TOTAL
Salaries and Wages	\$59,113.50	\$20,842.00	\$0.00	\$79,955.50
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$59,113.50	\$20,842.00	\$0.00	\$79,955.50

Revisions:	Revision #1-Budget decreased \$14,158 ESG-CV (from \$54,000 to \$39,842).
	Revision #2-Budget increased \$129,000 CDBG-CV & CV3 (from \$100,000 to \$229,000).
	Revision #3 - Budget decreased \$200,000 (\$19,000 ESG-CV & ESG-CV3) from \$449,842 to \$249,842
	and transferred to CIP #411921. Revision #4 - Budget decreased \$169,886.50 CDBG-CV from \$249,842 to \$79,955.50

Comments:	Authorization of CDBG-CV, CDBG-CV3, ESG-CV and ESG-CV2 funds is contingent upon HUD grant execution. CDBG-CV-\$100,000 and CDBG-CV3-\$129,000. Revision #4 - and transferred to CIP #611323
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CIP BUDGET AUTHORIZATION

CIP#: 811821	Project Year:	CIP Resolution: 6/9/2020
Title: CARES Act Support Fund - Emergency Housing Assistance	Amending Resolution: 1/17/2023	
Administering Department: Planning & Community Development	Revision: #1	

Project Description: Funding will be used to provide emergency housing assistance to Manchester homeowners or renters. Grants will be made to provide relief of rent or mortgage payments for up to three months to alleviate the housing burden for low- or moderate- income households that have lost their employment income as the result of the Coronavirus pandemic.

Federal Grants	Federal Grant: Yes	Environmental	Review Required: Yes
	Grant Executed: Yes		Completed: Yes

Critical Events

1.	Program Initiation	7/7/2020
2.	Program Completion	12/31/2022
3.		
4.		
5.		
		12/31/2022

Line Item Budget

	CDBG-CV			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$545,895.50	\$0.00	\$0.00	\$545,895.50
TOTAL	\$545,895.50	\$0.00	\$0.00	\$545,895.50

Revisions: Revision #1 - Budget decreased \$4,104.50 (from \$550,000 to \$545,895.50) and transferred to CIP #611323.

Comments: Authorization of CDBG-CV funds is contingent upon HUD grant execution.

City of Manchester

New Hampshire

In the year Two Thousand and Twenty Three

A RESOLUTION

“Amending the FY 2022 & FY 2023 Community Improvement Program, authorizing and appropriating and transferring funds in the amount of Six Hundred Seventy-Four Thousand Nine Hundred Ninety-One Dollars (\$674,991) for the FY 2023 CIP 611423 ARPA - Homelessness Response & Emergency Shelter Operations.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2022 & 2023 CIP as contained in the 2022 & 2023 CIP budget; and

WHEREAS, the 2022 & 2023 CIP contains all sources of funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to allocate to effect the transfer from CIP 811222 - ARPA - Affordable Housing Trust Fund—\$398,000;

WHEREAS, the Board of Mayor and Aldermen wishes to request that unprogrammed Affordable Housing Trust funds in the amount of \$226,991 be used for to support homelessness response and emergency shelter operations;

WHEREAS, the Board of Mayor and Aldermen wishes to accept contributions in the amount of \$50,000 and allocate such funding to support homelessness response and emergency shelter operations;

NOW, THEREFORE, be it resolved that the 2022 & 2023 CIP be amended as follows:

By decreasing:

FY 2022 CIP 811222 - ARPA - Affordable Housing Trust Fund - \$398,000 ARPA

By adding:

FY 2023 CIP 611423 ARPA - Homelessness Response & Emergency Shelter Operations - \$674,991 (\$398,000 ARPA, \$226,991 AHT & \$50,000 Other)

Resolved, that this Resolution shall take effect upon its passage

CIP BUDGET AUTHORIZATION

CIP#: 611423

Project Year: 2023

CIP Resolution: 5/17/2022

Title: ARPA - Homelessness Response & Emergency Shelter Operations

Amending Resolution: 1/17/2023

Administering Department: Planning and Community Development

Revision:

Project Description:

Funding to support emergency shelter operations and the City's response to the homelessness crisis. Response to include reimbursement of various City Department details and expenditures.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed:

Completed:

Critical Events

1.	Project Initiation	1/1/2023
2.	Project Completion	12/31/2023
3.		
4.		
5.		
		12/31/2023

Line Item Budget

	ARPA	AHTF	OTHER	TOTAL
Salaries and Wages	\$197,000.00	\$0.00	\$0.00	\$197,000.00
Fringes	\$101,000.00	\$0.00	\$0.00	\$101,000.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$100,000.00	\$226,991.00	\$50,000.00	\$376,991.00
TOTAL	\$398,000.00	\$226,991.00	\$50,000.00	\$674,991.00

Revisions:**Comments:**Funding Source: ARPA funds from the U.S. Department of Treasury.
\$398,000 transferred from CIP #811222, \$226,991 from unprogrammed AHTF and \$50,000 to come from donations.

CIP BUDGET AUTHORIZATION

CIP#: 811222

Project Year: 2022

CIP Resolution: 6/8/2021

Title: ARPA - Affordable Housing Trust Fund

Amending Resolution: 1/17/2023

Administering Department: Planning and Community Development

Revision: #3

Project Description: Contributes to the Affordable Housing Trust Fund.

Federal Grants

Federal Grant: Yes

Environmental

Review Required: No

Grant Executed: Yes

Completed:

Critical Events

1.	Project Initiation	8/1/2021
2.	Project Completion	12/31/2026
3.		
4.		
5.		
		12/31/2026

Line Item Budget

	FEDERAL			TOTAL
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00	\$0.00	\$0.00
Design/Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00
Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Construction Admin	\$0.00	\$0.00	\$0.00	\$0.00
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00	\$0.00
Construction Contracts	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00
TOTAL	\$1,500,000.00	\$0.00	\$0.00	\$1,500,000.00

Revisions:

Funds transferred from CIP #810622.

Revision #1 - Decreases budget \$900,000 from \$3,000,000 to \$2,100,000 and transfers funding to CIP #610723.

Revision #2 - Decreases budget \$202,000 from \$2,100,000 to \$1,898,000 and transfers funding to CIP #610823.

Revision #3 - Decreases budget \$398,000 from \$1,898,000 to \$1,500,000 and transfers funding to CIP #611423

Comments:

Funding from the US Dept of Treasury.