



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, March 23, 2022**
Meeting Time: **7:00 pm**

1. **CALL TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL ATTENDANCE**
5. **PROCLAMATIONS/AWARDS**
6. **APPROVAL OF AGENDA**
7. **PUBLIC HEARINGS**
 - A. **ACCEPTANCE OF DONATION FROM DOVER ROTARY CLUB FOR THE SKATEPARK PROJECT**
SPONSORED BY MAYOR CARRIER BY REQUEST
 - B. **AUTHORIZATION OF ANNUAL APPRAISAL OF REAL ESTATE FOR FISCAL YEAR 2023 (TAX YEAR 2022).**
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
(CITY COUNCIL VOTE TO OCCUR ON APRIL 13, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST
8. **PUBLIC FORUM**

Taxpayers, Business owners, and Residents are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.
9. **CITY MANAGER'S REPORT**
 - A. **March 23, 2022 City Manager's Report**
 - B. **Fiscal Year 2023 Proposed Budget Presentation**
10. **APPROVAL OF MINUTES**
 - A. **March 9, 2022 – Regular Meeting**
11. **MAYOR'S REPORT**
12. **UNFINISHED BUSINESS**
 - A. **ORDINANCES IN THE 2ND READING**
 - B. **ORDINANCES IN THE 3RD READING**
 - C. **RESOLUTIONS**
 1. **ACCEPTANCE OF DONATION FROM DOVER ROTARY CLUB FOR THE SKATEPARK PROJECT**
SPONSORED BY MAYOR CARRIER BY REQUEST



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13. NEW BUSINESS

A. CONSENT CALENDAR

1. **B21067 CENTRAL AVENUE NORTH WATER IMPROVEMENTS – ADDITIONAL SCOPE OF WORK #3**
SPONSORED BY MAYOR CARRIER BY REQUEST
2. **B22040 HVAC PREVENTIVE MAINTENANCE & REPAIR SERVICES**
SPONSORED BY MAYOR CARRIER BY REQUEST
3. **B22042 PAVEMENT MARKINGS**
SPONSORED BY MAYOR CARRIER BY REQUEST
4. **B22043 REFLECTORIZED PAVEMENT LINES**
SPONSORED BY MAYOR CARRIER BY REQUEST
5. **B22049 CONSTRUCTION EQUIPMENT RENTAL**
SPONSORED BY MAYOR CARRIER BY REQUEST
6. **B22064 ELECTRICAL SUPPLIES AND DEVICES – STATE OF NH CONTRACT WITH NORTHEAST ELECTRICAL DISTRIBUTORS**
SPONSORED BY MAYOR CARRIER BY REQUEST
7. **AUTHORIZING DOVER400'S USE OF THE CITY HALL AUDITORIUM FOR NEW YEAR'S EVE ON DECEMBER 31, 2022**
SPONSORED BY MAYOR CARRIER BY REQUEST
8. **APPROVAL OF BELLAMY PARK BUILDING LEASE WITH BREAKIN' CHAINS DISC GOLF SUPPLIES, LLC**
SPONSORED BY MAYOR CARRIER BY REQUEST
9. **AUTHORIZATION FOR CONSERVATION & EASEMENT FARMING LICENSE TO SCRUTON'S DAIRY, INC. (BLACKWATER ROAD)**
SPONSORED BY MAYOR CARRIER BY REQUEST
10. **APPROVAL OF LEASE AGREEMENT AT DOVER ICE ARENA WITH COLLINS SPORTS CENTER, INC.**
SPONSORED BY MAYOR CARRIER BY REQUEST
11. **ACCEPTANCE OF DONATED COMMEMORATIVE PLAQUE FROM THE LAFAYETTE TRAIL, INC.**
SPONSORED BY MAYOR CARRIER BY REQUEST



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COMMITTEE REPORTS

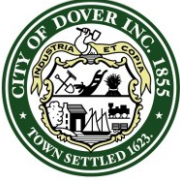
1. School Board (Muffett-Lipinski)
2. Planning Board (Cullen)
3. Appointments Committee (Williams)
4. Arena Commission (Hackett)
5. Arts Commission (Nemeth)
6. Board of Health (Williams)
7. Collaborative City Council and School Board (M-Lipinski)
8. Conservation Commission (Williams)
9. Downtown TIF Advisory Board (Hinkel)
10. Energy Commission (Thibodeaux)
11. **Graffiti Management Ad Hoc Committee (Nemeth)**
12. **Heritage Commission (Nemeth)**
13. **Legislative Liaison (Shanahan)**
14. **Library Board of Trustees (Thibodeaux)**
15. **McConnell Center Advisory Committee (Thibodeaux)**
16. **Ordinance Committee (Shanahan)**
17. **Parking Commission (Hinkel)**
18. **Pool Advisory Committee (Hackett)**
19. **Racial Equity and Inclusion Ad-Hoc Committee (Nemeth)**
20. **Recreation Advisory Board (Shanahan)**
21. Solid Waste Advisory Commission (Muffett-Lipinski)
23. Transportation Advisory Commission (Williams)
24. Waterfront TIF Advisory Board (Shanahan)
25. Joint Building Committee – DHS (Carrier)
26. COAST (Shanahan)
27. Coheco Waterfront Development Advisory Committee (Carrier)
28. Dover Main Street (Carrier)
29. Strafford Regional Planning Commission (Williams)
30. Government Affairs (Carrier)

B. RESOLUTIONS

1. **AUTHORIZING A PERMIT PROGRAM FOR OUTDOOR DINING USE OF CERTAIN PARKING SPACES FROM APRIL 15, 2022 TO OCTOBER 15, 2022**
SPONSORED BY MAYOR CARRIER BY REQUEST
2. **B22046 WHITTIER STREET SIDEWALK IMPROVEMENTS**
SPONSORED BY MAYOR CARRIER BY REQUEST
3. **FISCAL YEAR 2023 BUDGET APPROPRIATIONS, FEES AND CAPITAL IMPROVEMENTS PROGRAM**
(IF THE VOTE WILL EXCEED THE TAX CAP LIMITATION, IT REQUIRES A 2/3 MAJORITY OF THE CITY COUNCIL IN ORDER TO PASS.)
(TO BE REFERRED TO A SCHOOL DEPARTMENT PORTION PUBLIC HEARING ON APRIL 13, 2022, AND THE CITY PORTION PUBLIC HEARING ON APRIL 20, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST

C. ORDINANCES IN 1ST READING

14. **COUNCIL CORRESPONDENCE**
15. **COUNCIL MATTERS OF INTEREST**
16. **ADJOURN**



CITY OF DOVER

CITY OF DOVER - RESOLUTION

**Agenda Item#: 7.B.
Public Hearing Only**

Resolution Number: **R - 2022.02.23 – 053**

Resolution Re: Authorization of Annual Appraisal of Real Estate for Fiscal Year 2023 (Tax Year 2022)

- WHEREAS: New Hampshire statutes require real estate assessments (appraisals) be reasonably proportional each year, pursuant to RSA 75:8; and
- WHEREAS: The level of assessments and uniformity are set by the State's Assessing Standards Board; and
- WHEREAS: The State requires that assessments be between 90% and 110% of market value at least once in every five years, pursuant to RSA 75:8-a and State Assessing Standards Board; and
- WHEREAS: It has been the practice of the City to ensure compliance to this standard every year, in an effort to avoid extraordinary changes in assessments and resulting tax bills; and
- WHEREAS: Since 1998, the practice of the City has been to conduct annual appraisals of real estate to follow market trends to ensure proportionality; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

In accordance with New Hampshire RSA 75:8-b *Annual Appraisal; Municipalities Over 10,000*, an annual appraisal of real estate within the City of Dover for Fiscal Year 2023 (Tax Year 2022) is hereby authorized.

This Resolution requires two public hearings. Resolution to be referred to a public hearing on Wednesday March 9th, 2022 and a second public hearing on Wednesday March 23rd, 2022. City Council vote to occur on Wednesday April 13th, 2022.

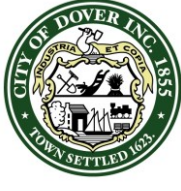
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance: Joshua M. Wyatt
City Attorney

Recorded by: Susan M. Mistretta
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 7.B. Public Hearing Only Resolution Number: R - 2022.02.23 – 053 Resolution Re: Authorization of Annual Appraisal of Real Estate for Fiscal Year 2023 (Tax Year 2022)	

DOCUMENT HISTORY:

First Reading Date: Approved Date:	Public Hearing Date: Effective Date:
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DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

In accordance with NH RSA 75:8-b *Annual Appraisal; Municipalities Over 10,000*, except when assessing real estate under NH RSA 75:8-a, any municipality with a population over 10,000 intending to appraise real estate annually at market value, shall authorize such annual appraisal by a majority vote of the governing body (City Council).

In Dover, the assessing practice has been to fully analyze and reassess all sections and classification of properties on an annual basis in order to keep all assessments proportional and within a market level of 90% to 110%.

For the past several years, the City has maintained assessments within the range of 92% to 98% of market value.

By this time each year the City Assessing Office has reviewed sales data for properties within the City that have sold in the past 6 months to determine if the market trends demonstrate a change in value.

Effective FY23/TY22, with the ongoing appreciation and shifts in the real estate market, assessments will need to be adjusted in order to maintain market level and proportionality. The City currently anticipates at least a 10% increase to the market.

Document Created by: Finance Department Document Posted on: March 10, 2022	R-2022.02.23 Authorization of Annual Appraisal of Real Estate for FY2023 (TY2022) Page 2 of 2
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CITY MANAGER'S REPORT



March 23, 2022

Reporting on: February 2022

J. Michael Joyal, Jr.

City Manager

Report Highlights

Section 1: Customer Focused Outcomes

Ensure overall municipal service delivery remains responsive to needs of community and that response time to citizen concerns is reasonable.

Section 2: Product & Process Outcomes

Ensure overall municipal services meet and/or exceed the highest industry standards given the resources available.

Section 3: Leadership & Governance Outcomes

Effectively continue to communicate with the community at large through various means and support citizen engagement in local governance and community forums, and provide leadership in the implementation of the City's Master Plan.

Section 4: Financial & Benchmark Outcomes

Maintain and strengthen financial stability of municipality to include reporting on any financial concerns and addressing them as they may arise during the course of the fiscal year.

Section 5: Workforce-Focused Outcomes

Continue to recruit, retain and support training of employees and volunteers necessary to fulfill service delivery needs of community.

COMMON ABBREVIATIONS

ACO	Animal Control Officer	POP	Problem Oriented Policing
CREU	Community Response & Enforcement Unit	SIB	Special Investigations Bureau
DPL	Dover Public Library	SCRTOU	Strafford County Regional Tactical Operations Unit
F&G	Facilities & Grounds	Y2Y	Youth to Youth
HSRO	High School Resource Officer		
MSRO	Middle School Resource Officer		
WFRO	Whittier Falls Resource Officer		

City of Dover's Municipal Leadership Team



Michael Joyal
City Manager



Gary Bannon
Recreation Director



David Balian
Public Welfare
Director



Donna Benton
Planning &
CDBG Director



William Breault
Police Chief



Susan Daudelin
Human Resources
Director



Annie Dove
Information Technology
Director



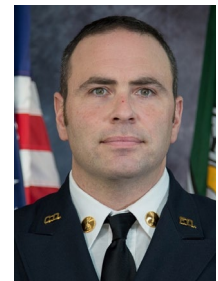
Michael Gillis
Media Services
Director



Denise LaFrance
Public Library
Director



Daniel Lynch
Finance Director



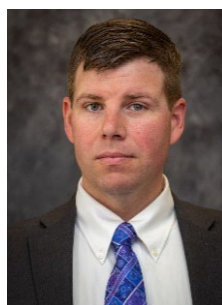
Michael McShane
Fire & Rescue
Chief, EOC Director



Christopher Parker
Deputy City Manager



John Storer
Community Services
Director



Joshua Wyatt
City Attorney

1. Customer Focused Outcomes

“ENSURE OVERALL MUNICIPAL SERVICE DELIVERY REMAINS RESPONSIVE TO NEEDS OF COMMUNITY AND THAT RESPONSE TIME TO CITIZEN CONCERNS IS REASONABLE.”

STATISTICS * RESPONSE

Community Services – Facilities, Grounds & Cemetery:

Facilities & Grounds FY2022	Burials Ash	Burials Full	Service Calls	Work Orders
July 2021	13	1	97	176
August 2021	6	1	109	184
September 2021	8	3	97	180
October 2021	9	2	84	177
November 2021	8	3	62	113
December 2021	1	1	85	128
January 2022	1	4	80	121
February 2022	0	1	58	102

Facilities & Grounds addressed 54 work orders throughout the month in addition to assisting with storm related and snow removal operations. Thirty-four work orders were addressed pertaining to buildings.

Boiler issues, mostly small seemed to be the issue of the month. The library had two issues, one has been fully addressed and the other is underway. A blower fan was replaced at Central Station. A hot water issue was addressed at the North End Fire Station, with a mixing valve on a large capacity hot water heater needing replacement. Several door issues were addressed in different facilities, as were other minor work requests.

The Warming Center had plumbing issues needing attention, offices that have been recently vacated received a fresh coat of paint and offices at City Hall were reconfigured by a contractor and repainted. Ceiling tiles at the Indoor Pool were replaced, elevator inspections and fire extinguisher inspections were conducted at all public buildings. Three work requests to move various items were addressed, as were two requests for delivery of supplies to various locations. Eleven keys were issued and five were returned.

There were three work orders involving tree issues. In Henry Law Park, sections of the black fence surrounding the park that were damaged in a motor vehicle accident last month were replaced by CG/AAA Fence.

Graffiti was cleaned off two of the new wayfinding signs, ten work orders of signs needing attention were resolved and sign posts continued to take a beating, as eleven sign posts were replaced in the warm spell in the middle of the month.

There were five complaints regarding traffic signal complaints, with most regarding lights going to flash. There are still three signals where the pedestrian crossing buttons need to be replaced and replacements have been ordered but have not yet arrived. Three complaints pertained to pedestrian crossing lights.

Three HVAC issues were investigated by Siemens and five were addressed by Facilities, Grounds & Cemeteries staff. The dehumidifier at the Indoor Pool, where one of the drives became inoperable, is still down. And the issue at City Hall is still unresolved as well. This is an issue with the ground floor HVAC, which leaves the Parking Bureau with no heat. TRANE has been called in to work on their unit and are still waiting on parts to resolve the issue. The HVAC preventative maintenance contract is going out to bid, so the inventory was updated and much information collected for this process.

Facilities, Grounds & Cemeteries employees bid a sad farewell to Meghan Moisan, who moved on to a different adventure after sixteen years with the City and the last eight and a half with Facilities, Grounds & Cemeteries. She will be missed greatly but we all wish her well!

Community Services – Streets & Stormwater:

During the month of February, the Streets Division was kept busy with winter storm operations. Roads were pretreated with a brine solution prior to six winter events, applying a total of approximately 3,840 gallons. All City streets and parking lots were plowed and snow was removed as needed. Sidewalks in the downtown and along school routes were cleared after each storm. Spot sanding/salting was performed on icy roadways and sidewalks (and straight sand on all dirt roads) after varying temperatures resulted in slippery conditions. The residential sand/salt pile, located at the beginning of Piscataqua Road, was restocked and several of the bins in the downtown were also refilled. Employees continued to mix sand and salt to prepare for upcoming storms and another order was placed for several more loads of salt. When not responding to storm-related events, crews were busy washing and cleaning out the vehicles.

Mailboxes damaged by plows were either repaired or replaced as needed. Temporary boxes were provided in some cases in order for residents to receive their mail. Permanent boxes will be installed in the spring, and any lawn damages will be repaired at that time as well.

Approximately 1,400 tons of salt was delivered to the Public Works facility. One Heavy Equipment Operator remained on site to push each load into the salt shed. Crews made several trips to Dracut, Massachusetts to obtain hot top, as the local plants are currently closed for the season.

Crews spent one evening removing snow from the downtown area. Efforts to remove snow from the streets and sidewalks were ongoing for most of the month.

Several deceased animals were picked up from the roadway as reported or observed.

Community Services – Utilities:

For the month of February, the City's water system produced on average 1.8 MGD (million gallons per day). The Smith well, Cummings well, Bouchard well, Campbell Well and Calderwood well are all on line while Hughes well is on standby mode. Ireland and DPH-1 wells continue to be off line due to the PFAS levels. The crews closed 66 work orders for the month and 2 service requests. Campbell Well will have the drive shaft replaced by Barrie Miller Corp. The City was waiting on the shaft to have the work completed.

The meter crews replaced 133 water meters. The Utilities crews closed 34 work orders and 15 service requests. Two service leaks were found and repaired. A service leak was detected by Bill Boulanger while using the new meter reading software. Also, a water main break occurred on Spur Rd. The repair was completed by the contractor who installed it last summer. The utilities crew also replaced a hydrant that was struck on Henry Law Avenue.



Water main separated at
Spur Road

Pump station crews continued to complete quarterly pump maintenance at all 23 lift stations. The Sewer Jet truck is out as much as possible but due to colder weather conditions it has been kept inside to prevent the sewer cleaning hoses from freezing up. Crews closed 77 work orders and 2 service requests. Two calls for sewer backups both were called in by residents with one being the home owners' responsibility.

Fire & Rescue:

February saw Fire & Rescue responding to 463 calls for service, an average of over 16 calls per 24-hour period in each day of the month. Through our National Fire Incident Management Reporting System, these calls are generally broken down into Fires, Medical Emergencies, Hazardous Conditions (gas leaks; power lines down; etc), False Calls (good intent) and Non-Emergent requests. In the current COVID-19 pandemic, Dover Fire has reduced its' personnel exposure through a reduced amount of non-emergency service calls.

Simultaneous calls – these are emergency calls that occur in an overlapping timeframe. If crews are committed on one emergency call, and another call comes in before the first one has been mitigated, it can create a situation where resources become limited, and crews need to respond to an incident outside of their response district, thus lengthening response times. With the exception of multi-company incidents such as a structure fire, Dover Fire staffing generally allows for 2 calls to be handled simultaneously without reduction in our service delivery. 3 calls can generally be handled, depending on the number of crews that are committed to each call, and the location of the simultaneous calls.

In the month of February, there were 125 times when 2 calls were going on simultaneously, and 47 times when 3 or more calls were going on at the same time.

In addition to the number of emergency and other assistance calls handled by the shift in the course of the month, the Chief Officers provide Command Coverage, 24/7 throughout the year. This Command Coverage ensures that a Chief Officer will be available to assume responsibilities “outside the building” during a fire or other major emergency, while emergency crews are committed inside the building. The Command responsibilities include maintaining accountability of all personnel on scene, maintaining situational awareness of the development of the situation from an exterior vantage point, managing on scene and additional resources as needed to mitigate the emergency, and providing for an overall additional layer of safety and awareness. While performing as an Incident Commander, the Chief Officer is also responsible to assure city-wide emergency services are maintained through the coordination of recalling off-duty personnel and utilizing mutual aid fire and EMS agencies. During “regular” working hours, there is always a Chief Officer(s) available to respond with the duty shift to emergencies that typically warrant this additional layer of supervision. In addition to calls during the regular weekday, at least one Chief Officer is always available to respond from home or from within the City at the time the alarm is received.

In the month of February, a Chief Officer was summoned to respond with the duty shift to 17 emergency calls. 12 of these calls occurred either after regular business hours or on the weekend.

In the month of February, some interesting emergency calls to note were:

DF&R responded to an area behind Edgar Boise Terrace on Niles Drive for a vehicle into a stream. Upon arrival, DF&R crews found a car that had driven over a large snow bank at the far end of the parking lot, across an area of glare ice about 75 feet long, and down a steep banking into a small "stream". The driver had fled and it was discovered the car had been stolen.



Fair Grounds

On February 28th, The Fire Department was dispatched to 72 Lafayette St (Granite State Fair Grounds) in Rochester for a mutual aid structure fire. Truck 1 and D/C Chabot responded. Crews were on scene for three hours. When crews arrived, they found a fully involved unoccupied horse barn. Fire is under investigation.

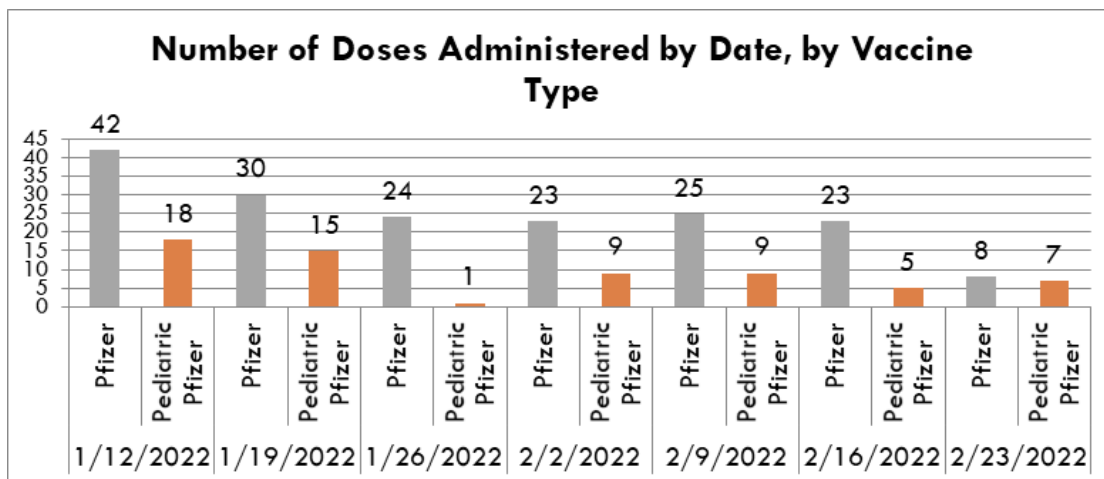
On February 9th, Deputy Chief McShane and Division Chief Chabot along with approximately 300 federal, state and local partners participated in the second of two Seabrook Station Combined Functional Exercises (CFE) at sites around the state. The CFE is a Full-Scale Exercise (FSE) coordinated by HSEM, the Department of Health and Human Services, and Seabrook Station Nuclear Power Plant. The purpose of this exercise is to evaluate player actions against current response plans and capabilities for a nuclear power plant-related incident and to comply with the evaluation criteria set forth under the U.S. Nuclear Regulatory Commission's "NUREG" guidelines.

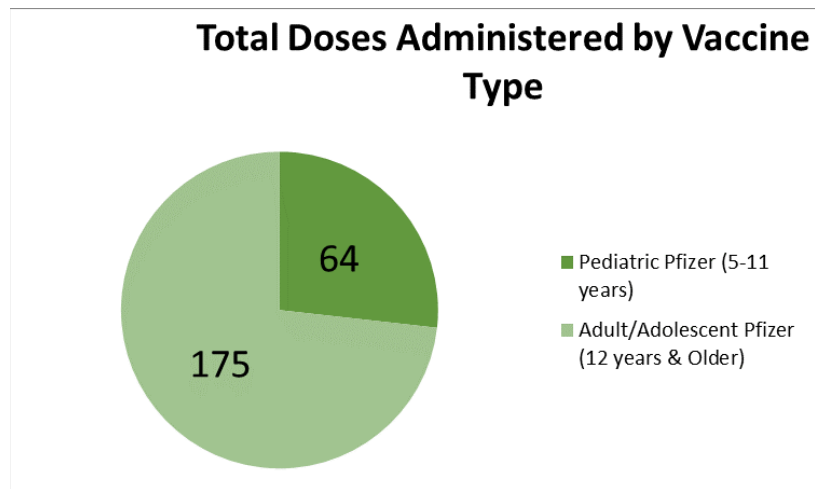
This non-evaluated exercise is a rehearsal for the evaluated exercise, which is scheduled for April 6, 2022. During the graded exercise, the Federal Emergency Management Agency (FEMA) will evaluate off-site response organizations (local and state agencies).

Below is a summary of Emergency Medical transports, listed by the receiving facility that the patient was transported to by Dover Fire & Rescue:

Facility	February 2022 # of individuals
Wentworth Douglass Hospital	193
Dover ER (Portsmouth Regional)	28
Non Transports/Sign offs/Refusal of Care	76
Frisbie Memorial Hospital	2
Portsmouth Regional Hospital	8
Mass General Hospital (MA)	0
Brigham and Woman's Hospital (MA)	0
Boston Children's Hospital (MA)	0
Maine Medical (ME)	0
York Hospital (ME)	0
Exeter Hospital	0
Elliot Hospital (NH)	0
Total:	307

The Division of Emergency Medical Services successfully coordinated & conducted a Vaccination Clinic that was held on Wednesdays from 2-6pm, in the Dover Public Library's Lecture Hall. This clinic ran from 1/12/2022 through 2/23/2022. Dover Fire personnel administered a total of 239 doses to residents, ages 5-73.





Inspection Services Division:

Inspection Services in **February** had a total count of **363** inspections conducted and **49** permits issued. Here is the Inspection Services activity breakdown for **February**:

Inspections & Permits	
Life Safety Inspections	70
Business Inspections	05
Sprinkler / Alarm Inspections	17
Building Inspections	72
Electrical Inspections	73
Plumbing / Mechanical Inspections	67
Blasting Inspections	00
Health/Housing Standards Inspections	39
School / Daycare Inspections	19
Oil Burner Inspections	01
Woodstove / Fireplace Inspections	00
Building Permits	42
Blasting Permits	00
Certificate of Occupancy Permits	07

Planning & Community Development:

Planning and Community Development staff addressed enforcement concerns, motor vehicle junkyards and junkyards, as well as potential illegal conveyance of land. Staff also assisted customers with zoning inquiries, determinations, potential applications to the Zoning Board, and small development consultations.

Zoning Administrator Kypfer worked on an ongoing complaint along Emerald Lane, working in conjunction with the Planning Director, Building Official, Director of Community Services, and the City Attorney and she ultimately provided a formal response letter to both complainant parties with an administrative determination.

Police Department:

Dover Police Department Patrol Division	Calls for Service	Traffic Stops	Non-Enforcement Contacts	Incidents Handled
February 2021	1,301	974	226	2,501
March 2021	1,598	972	250	2,820
April 2021	1,500	692	221	2,413
May 2021	1,649	690	238	2,577
June 2021	1,818	764	230	2,812
July 2021	1,776	824	223	2,823
August 2021	1,689	769	202	2,660
September 2021	1,500	460	147	2,107
October 2021	1,855	444	229	2,528
November 2021	1,785	376	180	2,528
December 2021	1,543	333	170	2,046
January 2022	1,557	348	155	2,060
February 2022	1,400	261	137	1,798

Supplemental Field Operations Activity:

- Conducted checks of the Community Trail.
- Conducted daily checks of the Transportation Center.
- Conducted daily checks of City parks.
- Conducted daily checks of the parking garage as a result of concerns of vagrancy and criminal mischief.
- Conduct daily checks of the McConnell Center / Library parking area.
- Conducted frequent checks of areas known to be inhabited by the local homeless population.

Accident Reconstruction Team: The Accident Reconstruction Team was not called out during the month of February for any collisions in Dover.

Special Investigations Unit (SIU): During the month of February 2022, 13 registered sex offenders were processed by the Dover Police Department's Special Investigations Unit. The processing of a sex offender can range from the annual, semi-annual, quarterly, or initial registration, and can also include a change of address or other information that must be updated.

SIU detectives investigated 1 unattended death in February 2022.

SIU detectives presented 16 investigations to a Grand Jury for indictment. All of the indictments resulted in a "true bill", meaning the Grand Jury determined that probable cause existed that the accused committed a crime. Cases presented to the Grand Jury are classified as a felony offense or a misdemeanor with an enhanced penalty.

SIU detectives conducted a theft investigation involving an employee stealing from a local business. The investigation resulted in the arrest of a Dover man for felony level Theft.

In February, SIU detectives partnered with deputies of the United States Marshal's Office and performed in-person checks on registered sex offenders who live in the City of Dover. All of the offenders were confirmed to be in compliance with their registration obligations.

SIU detectives obtained search warrants on four occasions during February 2022. These warrants were for various open criminal investigations including narcotic violations, stalking, witness tampering, and sexual assault.

SIU detectives attended 3 forensic interviews at the Strafford County Child Advocacy Center. These interviews are designed to document detailed information about alleged crimes that were experienced or witnessed by children.

SIU detectives referred 55 police reports to the Division of Children, Youth and Families. These informational referrals are for incidents that officers responded to in which children witnessed or were alleged victims of criminal acts or other concerning conduct.

The Special Investigations Unit is responsible for doing background investigations for police department applicants. During February, five of these investigations were on-going.

Community Response and Engagement Unit (CREU)

CREU Commander:

Sergeant Mitrushi spent most of the month of February working directly with Kaitlin Jones, the new Police Social Worker assigned to the Community Response and Engagement Unit. The social worker position is new to the department, so Sergeant Mitrushi focused his efforts on integrating PSW Jones into the department and building a foundation for the new role. This included familiarizing PSW Jones with the department, outlining her responsibilities, creating a tracking system for referrals made to her, and introducing her to local mental health and social service resources. Sergeant Mitrushi assisted with coordinating meetings, both virtual and in-person, so PSW Jones could build upon existing relationships between the department and service providers, schools, and other organizations. This will be an ongoing process as the role develops and the PSW creates more relationships within the community.

Sergeant Mitrushi reviewed calls for service, spoke with patrol officers and supervisors and explained the process for officers to make referrals to the police social worker. Because the role is new and PSW Jones did not begin employment until February 14th, only 5 referrals were made in the month of February. Those numbers are expected to increase as the process becomes more defined and PSW Jones's role develops.

For part of the month, Sergeant Mitrushi continued to perform several duties normally assigned to Problem Oriented Policing (POP) Officer Collis due to Officer Collis' reassignment to patrol. Sergeant Mitrushi investigated calls for trespass and vagrancy in downtown locations and assisted in the service of trespass letters that needed to be updated. POP Officer Collis returned to CREU on February 14th and resumed his responsibilities.

Sergeant Mitrushi is a suicide prevention instructor and is trained to present the NAMI Connect Program. NAMI is the National Alliance on Mental Illness and the Connect Program is a nationally recognized comprehensive model for planning and implementing suicide prevention and postvention practices. Sergeant Mitrushi attended a monthly suicide prevention meeting with fellow instructors on February 18th.

Sergeant Mitrushi taught a 3-hour training for parents/community members on February 3rd. There were 10 attendees.

Sergeant Mitrushi participated in a Dover Mental Health Alliance virtual meeting on February 16th to discuss ongoing efforts of the department and community to properly address mental health concerns within the community.

Sergeant Mitrushi represented the department as the staff liaison at the February 28th Graffiti Management Ad-Hoc Committee meeting at Dover City Hall. Sergeant Mitrushi provided relevant facts to the committee regarding reports made to the department involving graffiti in the city.

Middle School Liaison Officer: During the month of February, Officer Dunne assisted DMS staff with a variety of calls for service. On the morning of February 1, 2022, Officer Dunne was informed that an 8th grade student had arrived at school under the influence of marijuana. The student admitted to using the substance to manage his anxiety. The student was returned to the custody of his mother. DCYF was contacted regarding this incident and no police action was taken.

On February 17, 2022, Dean Vail informed Officer Dunne that an 8th grade student was discovered to be carrying a THC infused vaping device on his person. The student advised he received the device from a DHS student, however he refused to name the student. The student received school sanctions and the device was disposed of. No police action was taken.

During the afternoon on February 16, 2022, Officer Dunne learned that a 7th grade student had grabbed and pinned the arm of his math teacher after the teacher redirected him to complete math work rather than drawing a picture during class. The teacher reported minor bruising to the arm. She did not request police assistance. The student apologized and received school sanctions.

Dean Vail reported to Officer Dunne on February 16, 2022, that a 7th grade student had told friends that she had been sexually assaulted several months prior. Officer Dunne and the guidance counselor met with the student, who advised she had been sexually assaulted by a DHS student. The student did not want to discuss the matter further at school. Officer Dunne contacted the student's father and informed him of the report. He had not been previously aware of the incident. Officer Dunne explained the investigative process for sexual assaults. Later in the afternoon the father arrived at DMS requesting to speak with Officer Dunne and the guidance counselor. They had a conversation about the best way to support his daughter through this time. Det. Donais contacted the family roughly one week later and they declined to pursue the matter with police action.

In the afternoon hours of February 8, 2022, it was reported to school administration that an 8th grade student was planning to fight a DMS peer on DHS property after school hours. Officer Dunne spoke to the student who was reportedly starting the fight and he denied any involvement. Officer Shoer spoke to the sibling of the DMS student, who confirmed a fight was planned for that afternoon. Officer Dunne responded to DHS after school and along with Officer Shoer, ensured no physical altercations took place and waited until the involved students left the area.

Dean Vail informed Officer Dunne on February 14, 2022 that a student reported that a fight had occurred over the weekend off of school property. Officer Dunne and Dean Vail spoke to the reported victim who advised no altercation had occurred and was not sure how that rumor had been started.

Later in the afternoon of February 14, 2022, Officer Dunne was called to assist with retrieving a student from an 8th grade classroom. The student was refusing to leave after causing a disturbance. With the assistance of Dean Vail, the student departed the classroom and went to the dean's office.

At the request of the guidance office on February 16, 2022, Officer Dunne met with an 8th grade student. It had been reported by peers that the student had been a victim of sexual assault. After speaking with the student it was learned this was false information.

On the morning of February 28, 2022, Officer Dunne and Dean Vail contacted an 8th grade student who was hiding in the bathroom in an effort to skip class. After some discussion, the student walked to the front office where she sat to await her guardian.

While at indoor recess on February 8, 2022, a student fell and hurt his knee. Officer Dunne contacted the nurse's office and assisted the student until the nurse arrived.

At the request of a 7th grade team, Officer Dunne sat in on a meeting regarding stalking behaviors by a student against a fellow classmate. The teachers, guidance, and dean created a safety plan for the involved

students and a course of action going forward if the behaviors continue. Officer Dunne's presence was requested in order for her to know about the issues in case the situation develops.

Officer Dunne attended the girls' basketball game after school on February 8, 2022. The team played Oyster River Middle School. The game was attended by a large portion of the student body. During the game, Officer Dunne interacted with students and cheered on the team.

During recess duty on February 11, 2022, a DPD intern shadowed Officer Dunne. Officer Dunne explained her role at DMS and the importance of the SRO position, especially at this middle school age.

On February 17, 2022, Officer Dunne, Officer Cooper, Officer Berdecia, and Dana Mitchell hosted DARE graduation for fifth grade students. Due to COVID precautions, this year's graduation was on a much smaller scale than previous years. The DARE officers presented students with certificates of completion, t-shirts, and their Drug Free ID in their homerooms. In addition, one person from each team received recognition as the essay winner from their classes. Each student wrote an essay explaining the health effects of tobacco or alcohol use, and ways to avoid using either substance. The winner received a gift card to Lickees and Chewies. Lastly, the winners and finalists for the Logo Lampoon project were announced. Each winner or finalist received a gift card.



Four 5th graders are shown holding gift bags they received during the final DARE Program session in February. Almost 300 students completed the 3-month drug prevention course



Officer Brynn Dunne poses with some 7th grade students during recess.

During the week of February vacation, Officer Dunne met with the new Police Social Worker, Kaitlin Jones. Officer Dunne explained the role of contacting overdose victims offering them services. Jones will be taking over this role.

As part of Officer Dunne's daily duties, she continues to maintain a presence in the hallways, at lunch and recess, and outside during the morning and afternoon drop-off and pick-up.

Officer Dunne attends recess for grades 6-8 daily. Officer Dunne ensures everyone is acting safely and will chat with students furthering her connections with the community.

Dover High School Liaison Officer: During the month of February, Officer Shoer assisted DHS staff with a variety of calls for service.

On February 14th, Officer Shoer spoke to a student to see how her weekend was. This student has been having trouble at home, and Officer Shoer knew she was going out of town over the weekend. The student told Officer Shoer that when they were away, her mother encouraged her to drink alcohol, and take shots with her. She stated that she felt like she needed to and was sick after. She told Officer Shoer that when they got home, they got in a big fight, where her mother ended up breaking her dresser, and messing up her room. The student stated she didn't know what to do anymore, as her mom will regularly ask her if she has any marijuana for her own use, and then gets mad at her when she does. A referral was made to DCYF and the information was forwarded to the Special Investigations Unit for follow-up.

On February 15th, Officer Shoer spoke to a student about an issue involving his ex-girlfriend. He showed Officer Shoer a message in which his ex-girlfriend's friend told him that he would "see him with my 32," referring to a firearm. Officer Shoer investigated the incident and took numerous steps to try and get in contact with the friend. Unfortunately, the student dropped out of school, and is currently homeless in another part of the state, therefore making it very challenging to locate him. After speaking with the student, their parent, the ex-girlfriend, and her parents, Officer Shoer and the school determined that there was no credibility to this threat, and it was meant to scare him.

On February 16th, Officer Shoer spoke to a parent about struggles they were having with their daughter at home. The parent reported that the daughter suffers from various mental health issues. The parent told Officer Shoer about several other incidents that would be best addressed by a mental health professional. Officer Shoer recommended to the parent that they seek out further help from a mental health professional and provided referral information.

On February 2nd, 2022, Officer Shoer responded to Bellamy Academy to meet with a student after a staff member reported marijuana use in the building. Upon arrival, Officer Shoer did smell a strong odor of marijuana in the building. She checked the bathroom and common area for any paraphernalia but did not locate any. The student denied using anything, but a strong odor was emanating from them. The student had been searched by school staff, but nothing was recovered. There was no further police action, however, the student will face administrative discipline.

On February 7th, 2022, Officer Shoer took a report from a student who had fallen victim to an internet scam. The scam consisted of an individual posing as a young female on Instagram, who then messaged the student and asked to video chat. On the video chat, the individual asked to see the student's genitals. The student did show their genitals on camera. After the call ended, the individual attempted to blackmail the student for money, and threatened to disperse the images they took during the video chat. Officer Shoer spoke to their parents about this and explained these types of scams are often originate overseas. The case was forwarded to the Special Investigations Unit for further investigation.

On February 14th, a student pulled the fire alarm at DHS. Officer Shoer, along with school staff, was able to identify the student almost immediately. The student was located, and their mother was called to come to the school. This student has been struggling in and out of school. Both the police department and school are actively looking into new services for this student in order to get them the help they need.

On February 14th, the same student who pulled the fire alarm, also participated in damaging a wall in one of the bathrooms on the second floor. There is video footage of this. As a result of this and the fire alarm, the student was suspended.

On February 7th, 2022, Officer Shoer responded to the main parking lot by the CTC entrance with Principal Driscoll to speak with two students who were in a vehicle refusing to get out. Officer Shoer assisted Principal Driscoll in speaking with the two students, who stated they were just trying to get some fresh air. Principal Driscoll instructed them to go with him to the office for a conversation. The students then ran off away from the school. Both students were suspended, and the school followed up with their families.

On February 10th, 2022, Officer Shoer responded out front of DHS to assist Dean Eich-Lyndes of Bellamy Academy with a student in mental distress. Upon arrival, Officer Shoer made contact with the student. Officer Shoer has a good rapport with this student, but it was quickly apparent that the student did not want to communicate with her. Officer Shoer prevented the student from going inside, which was their goal. Officer Shoer then escorted the student back to Bellamy Academy. Once inside Bellamy Academy, the student became visibly upset, and was crying. Ultimately, Officer Shoer was able to calm the student down and Officer Shoer along with Dean Eich-Lyndes, were able to have a productive conversation. The student's guardian was later notified and any disciplinary action was handled by the school.

In addition to formal requests by DHS and Bellamy Academy, Officer Shoer performed various other duties as the School Resource Officer, including:

On February 7th, 2022, Officer Shoer met with the freshman and sophomore classes of the JROTC program to speak about internet safety, highlighting how to appropriately use social media.

On February 16th, Officer Shoer joined the Unified Social Studies class to accept Valentine's Day cards that they made for the police department.

In the mornings and in the afternoons, Officer Shoer assisted with being a presence in the front of the school to deter any issues and assisted with traffic exiting onto Alumni Drive from DHS.

Officer Shoer assisted with supervising the four lunches when available. During this time, she interacted with students, and staff on a regular basis.

Officer Shoer assisted DHS staff with hall monitoring and bathroom checks when available to deter issues.

When able, Officer Shoer will make visits to Bellamy Academy to interact with students who don't frequently attend classes in the main DHS building. As a result of this, Officer Shoer has been able to prevent and solve



Officer Molly Shoer chats one of the students during the school day.

multiple issues by building rapport with the students there, which otherwise would have likely not been possible.

Problem Oriented Police Officer (POP): On February 14, 2022 Officer Collis returned to his assignment as the Problem Oriented Policing Officer. For the last two weeks of February, Officer Collis made 10 community contacts, responded to 10 calls for service, and assisted other DPD units 10 times.

The POP position has a focus on violent crime and substance abuse. With this, Officer Collis began monitoring the calls for service for any crimes of violence or any trends in issues of violence and substance abuse. He began working on surveillance of different narcotic targets as well as being a visible presence in areas of known issues as a crime deterrent. He also began to make introductions and connections with other area narcotics units.

Officer Collis also continued to take calls directly from local businesses and property owners. These calls ranged from simple assistances such as answering generic questions, to issues dealing with vagrancy and disturbances.

Officer Collis continued to work with the City of Dover's homeless population as well. He contacted many of them and spoke with them about local resources and tried to provide assistance wherever possible. This assistance ranged from a ride to the shelter or Portsmouth to assisting getting in touch with local resources. He will work closely with the department's social worker in order to help connect people with resources.

Whittier Falls Liaison Officer: Throughout the month of February, and in previous months, there has been an ongoing disturbance between two neighbors on Union Court. There were ten calls for service between the neighbors in February. The calls were mostly noise complaints but did include some other disturbances.

On February 23rd, Officer Cooper and Dover Housing Authority Director Crosby met with one of the Union Court residents. On February 28th, they met with the other resident. Ultimately, the residents were given some options to include potentially moving to another unit. Director Crosby will meet back with the residents to follow-up.

In addition to her liaison Duties, Officer Cooper responded to three calls that were unrelated to DHA and assisted with two oral boards for police officers. Officer Cooper also assisted with coverage at the Dover High School and Dover Middle School. Officer Cooper also worked with the newly hired officers to review policies.

Officer Cooper often visits residents, both family and elderly, in an official manner. Because Officer Cooper makes it known she is available, residents often call her directly when they have an issue. Officer Cooper tries to interact with residents in unique ways, such as working on puzzles. She also hopes to begin larger events again as COVID precautions change.



Officer Cooper works on a puzzle with a resident of Waldron Towers.

Police Social Worker (PSW): During the month of February, recently hired Kaitlin Jones began acclimating to her new position and the department, which included: Familiarizing herself with the roles, responsibilities, and chain of command for both sworn and non-sworn positions; reviewing the department's policies and procedures and learning how to navigate the various databases and software systems.

Jones began building the foundation of the PSW position by taking several steps. These include creating an updated resource guide for department use, creating a PSW intake form to organize information regarding individuals/families being referred to her. She also has created systems to track individuals/families being referred to her.

So far, the referrals to Kaitlin Jones have included individuals and families with unique challenges resulting in frequent contact with the police department to include homelessness, addiction, and mental health. She also spends her time monitoring police and fire interactions such as domestic disturbances, non-fatal drug overdoses, suicide attempts, and death investigations in order to follow up and refer the involved parties to appropriate assistance

Jones began marketing the position by networking with community-based organizations and their primary contacts to build relationships for future resource dissemination and referral sources. These include Community Partners, Strafford County Public Health Network, Avis Goodwin Community Health Center, Community Action Partnership of Strafford County, Bonfire, Dover Public Schools' Administration, and the Dover Mental Health Alliance.

Jones attended the following meetings to support networking and collaboration efforts:

February 17th: Dover Mental Health Alliance Task Force Meeting

February 23rd: NH DFC & Unite US Meeting

Jones also began creating the calendar for "Wellness Wednesday" and gathering information and resources for the weekly rollout on social media. "Wellness Wednesday" will include a visually pleasing/easy to digest infographic, takeaway wellness tips/tricks, and local resources and/or upcoming events. "Wellness Wednesday" will focus on a specific topic that aligns with the monthly wellness themes.

Traffic Activities: Lieutenant Speidel fulfilled the role as police representative for the Planning Technical Review Committee (TRC) for scheduled meetings on February 3 and 24. Projects under review before Planning Board submission included a residential development on Rutland Street, and a mixed use residential and commercial project on Knox Marsh Road. Staff review of each project is intended to flesh out technical aspects in the purview of police, fire, engineering, and economic development to help resolve potential conflicts before submission to the Planning Board.

Lieutenant Speidel performed 2 child passenger seat inspections during the month of February. Each safety check takes approximately 30 to 60 minutes and involves a review of child restraint systems in the caregiver's vehicle, instruction on proper child seat installation procedures, and discussion of safety precautions specific to the age group. Lieutenant Speidel is a certified Child Passenger Safety technician through the Safe Kids Worldwide program, and the police department provides this service free of charge.

On February 28, Lieutenant Speidel joined staff from the Planning and Community Services Departments at the regular meeting of the Transportation Advisory Commission. Lt. Speidel prepared the meeting agenda and related materials and helped coordinate correspondence with citizens with interest in agenda items. Lt. Speidel also coordinated staff preparation and follow-up of the committee recommendations. Agenda topics

focused on crosswalk policy and inventory, along with prioritization of locations for budgeted crosswalk safety systems.

Parking Bureau: In order to maintain Dover's parking facility, the Parking Bureau has been taking the following steps.

- 1) Each spring, all surfaces are power washed to remove any residual salt that is brought in on vehicle tires during the winter months.
- 2) No salt based ice melting product is used on cement surfaces within the garage.
- 3) The garage is also on a current and reoccurring plan to seal the all driving surfaces to further reduce water intrusion. The entire garage should be completed its first sealing by the fall of 2022.
- 4) Minor repairs to cement surface (spalling) are also completed in a timely manner to prevent further deterioration.
- 5) All plowing is done with a rubber or plastic edged blade to reduce damage to the parking surface.

Pay by phone (PBP) usage is slowly increasing by downtown visitors to pay for parking. PBP is now 12% of all transactions. Use of the PBP app allows users to avoid going back to the vehicle to display their receipt and they can also extend their stay remotely. This is especially valuable in the winter months.

DISPATCH COMMUNICATIONS	RADIO TRANSMISSIONS	PHONE CALLS	911 CALLS RECEIVED	LOBBY CUSTOMERS	POLICE ALARMS RECEIVED	FIRE & MEDICAL ALARMS
February 2021	11,166	6,219	336	145	76	70
March 2021	13,716	7,551	439	204	96	71
April 2021	12,943	7,770	438	190	77	63
May 2021	14,089	8,025	442	212	68	68
June 2021	14,606	7,825	457	214	93	72
July 2021	14,212	7,873	439	258	108	79
August 2021	14,302	7,821	479	224	83	83
September 2021	14,606	7,625	423	200	91	80
October 2021	14,300	7,405	413	210	103	65
November 2021	14,225	7,300	307	220	81	58
December 2021	15,888	9,144	330	138	81	66
January 2022	16,708	7,906	350	154	93	75
February 2022	14,263	7,067	297	224	72	53

ANIMAL CONTROL FEBRUARY 2022	
Total Calls for Service: 57	Breakdown:
Handled by Officers/Dispatch: 45	Found/Loose Animals: 21
Handled by Animal Control Officer: 12	Welfare Checks: 9
	Animal Bites: 5
	Misc/Other: 22

One incident involved a hawk trapped in the water clarifier at the water treatment plant on Middle Rd. The ACO recognized the bird as a Red Tail Hawk. The hawk was wet and unable to fly. It would not have survived if not rescued. The ACO transported the hawk to The Center for Wildlife (CFW) for rehabilitation where it was treated and released into the wild about a week later.



Red Tailed Hawk when found at Water Treatment Facility



Red Tailed Hawk released after rehabilitation.

Records Unit: Permit applications submitted and reviewed during the month of February:

Licensing Board Actions = 4

Taxi Cab Licenses	0
Notifications to City Hall	0
Raffle/Tagging Permits	2
Block Party Permits	1
Parade Permits	1
Road Toll Permits	0
Dance / Entertainment	0
Gun - Seller	0
Other	

Police-Community Engagement Committee: The next meeting of the Police Community Engagement Committee is April 21, 2022.

Public Library: February library circulation totaled 119,894 items. (8,196 adult + 7,634 children's print items; plus 4,064 items downloaded including 3,229 audiobooks & eBooks, 734 Hoopla streaming music, movies, and books, and 101 eMagazines).

113 new library patrons registered; total active cardholders 12,842.

The Dover Public Library's Book a Librarian service helped 22 community members.

The Dover Public Library's 3D printer produced 8 items requested by our patrons.

The Library's museum passes were borrowed 65 times saving our community members approximately \$1,984 in admission fees.

Outreach efforts via our 2 Little Free Libraries continue to be popular with 151 books added in February.

45 new patrons registered for downloadable audiobooks/ eBooks (total = 6,183) and 30 registered for Hoopla (total = 2,153).

Internet and PC uses by the public totaled 901 on library workstations, plus another 4,708 via Wi-Fi, plus 7 Chromebook loan.

The library's website statistics showed 36,639 page views by 7,665 users in 14,074 sessions.

97 meetings & tutoring sessions were hosted in the library's Lecture Hall, Trustees Room, & Learning Center.

9,449 people visited the library during February, an average of 363 per day (open 26 days).

Public Welfare Department: Department staff had 16 Appointments and referred 19 individuals. Staff performed 20 intake interviews, fielded 185 calls and had 152 other situations on record. In total, department staff served 36 individuals, 7 of which were new clients. Currently there are 26 active cases and 19 continuing cases.

Total Permits Issued: February 2022

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
22-008	RIPARA, ONE HUNDRED FIRST	100	FIRST STREET	CREATE AN OFFICE AREA ON FIRST FLR C		6	300	5000	75
22-009	45 POINTE PLACE, LLC	45	POINTE PLACE	UNIT 2, BATHROOM FIT-UP FOR TENAN C		K	1980	10000	125
22-010	SALOVITCH, ERIC	686	CENTRAL AVENUE	PERFORM INT. IMPRVMENTS TO EXISTIN c		29	300	10000	125
21-546	44 PORTLAND AVENUE, LLC	44	PORTLAND AVENUE	INSTALL AWNINGS OVER SLIDER DOOR C/R		24	10400	20000	225
19-114	FLEX ENERGY	1	PROGRESS DRIVE	UNIT 11, INSTALL RACK STORAGE	I	H	3610	7200	190
21-604	AD DOVER, LLC	9	INNOVATION WAY	CONST. A MANUFACTURING STRUCTUR I		D	111	2532955	25355
21-638	CITY OF DOVER	56	STONEWALL DRIVE	CONST. A WATER TREATMENT FACILIT I		H	580	13927970	0
21-366	MY FRIENDS PLACE	21-23	HOUGH STREET	REBUILD SIDE & REAR DECK STAIRS	R	30	16300	3800	63
21-454	FOGARTY	410	DOVER POINT ROAD	INSTALL A 10 MODULE PV ROOF MOUN R		8	4400	18000	205
21-500	NEUDECKER	9	DANIELLE LANE	INSTALL 29 MODULE ROOF MOUNTED P R		I	49220	35000	375
21-524	FRATUS	2A	NEWTON STREET	REPLACE STAIRWAY AT FRONT AND SI r		39	2800	2500	55
21-583	HAIGHT	10	WILLARD ROAD	INTERIOR RENO. OF A SFD	R	39	69D0	40000	425
21-589	HUNTER	28	CONSTITUTION WAY	CONST. A 3 SEASON PORCH ON EXISTIN R		K	21014	37800	405
21-606	MANCUSO	29	ELLIOT PARK	REPLACE EXISTING BULKHEAD	R	17	2100	6000	85
21-607	LEFERRIERE	38	PEARL STREET	RENO. KITCHEN & INSTALL REPLACEM R		27	15500	31000	335
21-623	THE STATION APARTMENTS, L	2	GROVE STREET	CONST. FOUNDATION FOR 5-STORY AP R		31	48	125000	1275
21-624	COPLEY COMMONS DOVER, L	3	ROSEMARY DRIVE	CONST. A SFD CONDO W/ATT. 1 CAR GA R		1	4A103	361000	3635
21-625	COPLEY COMMONS DOVER, L	5	ROSEMARY DRIVE	CONST. A SFD CONDO W/1 CAR ATT. GA R		1	4A15	343400	3455
21-626	COPLEY COMMONS DOVER, L	7	ROSEMARY DRIVE	CONST. A SFD CONDO W/ATT. 1 CAR GA R		1	4A107	361000	3635
21-627	COPLEY COMMONS DOVER, L	1	ROSEMARY DRIVE	CONST. A SFD CONDO W/ATT. 1 CAR GA R		1	4A101	279800	2825
21-628	COPLEY COMMONS DOVER, L	57	COPLEY DRIVE	CONST. A SFD CONDO W/ATT. 1 CAR GA R		1	4A126	343400	3455
21-629	SPILLER FAMILY RE. TRUST	60	STARK AVENUE	INSTALL 39 MODULE ROOF MOUNTED S R		17	104	65249	675

Thursday, March 10, 2022

Page 1 of 3

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
21-635	SAMII, LEILA	12-14	ESSEX STREET	RENOVATE BATHROOM	R	24	1800	9000	230
22-003	RICCI	411	BACK ROAD	REMOVE DECK & RECONSTRUCT NEW	R	M	10230	13350	155
22-006	BAXLEY	69	HILL STREET	INSTALL NEW EXTERIOR SIDING	R	27	22800	29540	325
22-007	REID	4	CULLEN BAY ROAD	INSTALL A REPLACEMENT PATIO DOOR	R	M	92F0	9000	115
22-018	BEAUREGARD	33	LUCY LANE	REMOVE AND REPLACE DECK	r	g	2690	20000	225
22-019	BLATZHEIM	15	SHADOW DRIVE	INSTALL REPLACEMENT ENTRY DOOR	R	I	77J0	5086	85
22-020	PARKER	12	ELMWOOD AVENUE	COMPLETE INT. & EXT. RENO. OF A SFD	R	25	3800	350000	3525
22-023	H3 LLC	160	HENRY LAW AVENUE	INT. ALTERATIONS & ADD 1/2 BATHRM	R	K	400	53400	555
22-024	GOLDBLATT	9	HARTSWOOD ROAD	INSTALL REPLACEMENT WINDOWS	R	14	3100	57487	600
22-026	LACHANCE	43	WESTWOOD CIRCLE	INSTALL REPLACEMENT WINDOWS	R	F	18G0	17900	204
22-028`	MOLLEO	4	APPLEVALE DRIVE	INSTALL REPLACEMENT WINDOW	R	K	15E0	5457	80
22-029	TRUAX	628	SIXTH STREET	ADD A 3/4 BATHROOM TO FIRST FLOOR	R	B	800	40000	425
22-030	BAILLARGEON	92	WATERLOO CIRCLE	REMODEL MASTER BATHRM	R	M	76150	15000	175
22-031	PACHECO	6	COOLIDGE AVENUE	INSTALL REPLACEMENT WINDOWS	R	27	24500	5300	78
22-035	LAPIERRE	159	EMERALD LANE	REPAIR FOUNDATION STRUCK BY VEC	R	F	15160	12000	145
22-036	HENDRICK	57	WATERLOO CIRCLE	RENOVATE BATHRMS	R	M	76-22	29478	315
22-037	CROSSHILL HOUSING AUTHO	3	WESTGATE DRIVE	UNIT 8, INT. RENO. DUE TO A FIRE	R	H	41D0	58000	605
22-042	CHICKERING, FRAN	32	MIDDLE ROAD	RENOVATION OF A BATHRM	R	K	12D0	42000	445
22-043	MISKIMEN	16	MIDDLE ROAD	REPLACE ROOF	R	K	12B0	16031	185
22-048	JOHNSON	1	BERKSHIRE LANE	KITCHEN RENOVATION	R	I	99J0	20000	225

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
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Total Permits Issued: 42

Total Construction Value: \$19,374,103.00

Total Fees Collected: \$55,695.00

Type of Permits Issued		Certificate of Occupancy's	
Commercial	0	Change of Use	0
Commercial Renovations	5	Commercial	0
Convert 1 to 2 Fmly Dwlg	0	Convert 1 to 2 Fmly Dwlg	0
Two Family Dwelling	0	Two Family Dwelling	0
Multi-Family Dwelling Units	1	Industrial	0
Industrial	1	Renovations	1
Industrial Renovations	1	Manufactured Dwlg	0
Manufactured Dwelling	0	Multi-Family Dwelling Units	0
Single Family Dwelling	5	Single Family Dwellings	4
Renovations Dwelling Unit	29	Accessory Dwelling Unit	2
Demo. of a Dwelling Unit	0		
Accessory Dwelling Unit	0		
		Total	7

NAME	STREET NAME		Total Units	Units Built*	Units left	DATE OF PB SIGNATURE	DATE OF PB APPROVAL	SCRD DATE	PLANNING FILE #	MAP	LOT	EXPIRATION DATE	SCHOOL	Students**
Mixed Use														
Downtown	14 Broadway		24	0	24		12/14/2021	Site	P21-29	4	5		H	0.72
One First	One First		58	0	58		8/24/2021	Site	P21-30	6	20		H	1.74
Chinburg	1 Washington	A	36	36	0	6/11/2020	5/26/2020	Site	P17-46A	23	14	6/11/2025	H	1.1
Pointe Place	Northfield	A	84	30	54	10/13/2020	7/28/2020	Site	P20-32	K	19	10/13/2025	G	2.5
Fakhoury	12 Preble	A	12	0	12		7/28/2020	Site	P19-11A	4	76		H	0.4
Soujour	66 Third Street	A	10	0	10	7/2/2020	1/29/2020	Site	P19-61	31	7	7/2/2025	H	0.3
Salty Sea	52 Old	A	15	0	15	1/9/2018	12/12/2017	Site	P17-74	40	25	1/9/2023	H	0.5
Little Bay	421 Dover	A	25	25	0	7/31/2020	2/25/2020	Site	P19-05	8	9,10,11, 12	7/31/2025	G	0.8
Total: Mixed			182	91	91									5.5
Multi-Family:														
Dove	51 & 65		31	3	28		1/11/2022	Site	P21-66	H	46 & 50		W	10.9
McIntosh	23 Cataract		128	2	126		1/11/2022	Site	P21-45	13	23 & 34		W	44.8
The Station	Grove St	A	87	0	87	3/23/2021	12/15/2020	Site	P20-56	31	4	3/23/2026	H	30.5
Cottages at	54 Back River	A	54	0	54	12/14/2021	3/9/2021	Site	P20-60	I	6	12/14/2026	G	18.9
Marker 44	87 Portland	A	32	0	32	6/11/2019	11/13/2018	Site	P-18034	24	114	6/11/2024	H	11.2
Total: Multi-			173	0	173									60.6
Subdivisions:														
Settlement on	447 Sixth		11	0	11	2/8/2022	11.9.2021	Site	P21-43	B	5	2/8/2027	H	3.9
Schwartz	26 Bellamy	H	5	0	5	7/28/2021	6/25/2021	Site	P21-25	H	14D	7/28/2026	G	1.8
Khavari	Leather's Lane	H	40	5	35	4/27/2021	12/15/2020	Site	P20-71	I	4-A	4/27/2026	G	14.0
Georgakilas/M	Hayden Drive	H	13	6	7	12/15/2020	10/27/2020	12/15/2020	P20-51	M	102-12	12/15/2025	G	4.6
Lawrence &	71 Glenwood	H	7	0	7	4/27/2021	1/26/2021	4/27/2021	P20-18	D	20	4/27/2026	H	2.5
Porch Light	Cataract Ave	H	10	2	8	12/18/2020	2/25/2020	12/22/2020	P19-80	14	10-G	12/22/2025	W	3.5
RV Paolini	Cottage Park	M	5	2	3	6/18/2019	12/11/2018	Site	P18-45	M	6	6/18/2024	G	1.8
Singh	County Farm	H	4	4	0	3/14/2018	10/24/2017	3/15/2018	P17-58	B	6G	3/14/2023	H	1.4
Quantum	Littleworth	H	6	0	6	8/2/2017	6/13/2017	8/3/2017	P17-34	H	29A	8/2/2022	W	2.1
Ayer	Eagan Drive	H	17	11	6	11/17/2017	4/11/2017	1/10/2018	P16-25	N	18	11/17/2022	G	6.0
Arch St	Fresian Drive	H	11	0	11	7/30/2013	10/23/2012	8/1/2013	P12-28	11	16	7/30/2018	W	3.9
Hidden Valley	Hidden Valley	H	10	8	2	7/30/2009	3/24/2009	8/4/2009	P09-03	I	94C	7/30/2013	G	3.5
Paddocks/Tide	Saddle Trail Dr	H	9	4	5	2/21/2008	10/23/2007	2/21/2008	P07-43	N	8	2/21/2012	H	3.2
Picnic Rock	Back River Rd	H	21	20	1	10/31/2007	7/10/2007	11/6/2007	P07-32	16	20	10/31/2011	G	7.4
StoneCroft	Carriage Hill Ln	H	11	10	1	8/9/2005	5/24/2005	8/9/2005	P05-18	A	16	8/9/2009	H	3.9
Havenwood	Boxwood/Wild	H	32	30	2	6/6/2005	5/10/2005	6/7/2005	P04-42	B	21	6/6/2009	H	11.2
Weeden	Garrison Rd	H	4	3	1	9/28/2004	6/22/2004	10/4/2004	P04-25	I	1P	9/24/2008	G	1.4
Total:			205	105	100									71.8
Elderly:														
Arbor Woods	Cielo Dr	H	72	64	8	2/20/2007	1/9/2007	2/20/2007	P06-25	H	4	2/20/2011	W	
Total: Elderly			72	64	8									
TOTAL APPROVED			632	260	372									

Date of Event	Weather Condition	Accumulation Inches	Total OT Hours	Total OT Cost	Contractor Cost	Salt Tons	Salt Cost	Salt/Sand Mix-Yards	Salt/Sand Cost	Sand Only Yards	Sand Only Cost	Salt Brine Gallons	Salt Brine Cost	Total Event Cost
FY2022 Amount Budgeted:				\$167,000.00	\$90,000.00	\$264,500.00							\$521,500.00	
12/9 & 12/10	Train Station Only	0.00	0.00	\$0.00	\$140.00	\$1.50	\$78.81	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$218.81
12/18 & 12/19	Wet Snow/Rain	1.50	475.10	\$16,133.70	\$6,023.75	235.25	\$12,360.04	67.50	\$1,706.40	0.00	\$0.00	80.00	\$5.60	\$36,229.49
12/22/2021	Ice	0.00	44.77	\$1,599.59	\$280.00	113.25	\$5,950.16	22.50	\$568.80	24.00	\$552.00	0.00	\$0.00	\$8,950.55
12/25 & 12/26	Wet Snow	4.00	458.20	\$15,155.80	\$9,685.00	355.25	\$18,664.84	250.00	\$6,320.00	50.00	\$1,150.00	0.00	\$0.00	\$50,975.64
12/28/2021	Snow	1.00	39.00	\$1,318.34	\$280.00	82.00	\$4,308.28	15.00	\$379.20	7.00	\$161.00	0.00	\$0.00	\$6,446.82
1/5 & 1/6	Ice/Sleet/Rain	0.00	48.05	\$1,596.58	\$280.00	88.50	\$4,649.79	246.00	\$6,218.88	9.00	\$207.00	0.00	\$0.00	\$12,952.25
1/7/2022	Snow/Icy Roads	5.00	311.97	\$10,349.90	\$8,161.50	279.00	\$14,658.66	89.00	\$2,249.92	23.00	\$529.00	0.00	\$0.00	\$35,948.98
1/17/2022	Wet snow/rain	3.00	224.52	\$7,162.22	\$2,750.00	132.75	\$6,974.69	194.00	\$4,904.32	17.00	\$391.00	8,775.00	\$614.25	\$22,796.48
1/24/2022	Snow	1.00	78.55	\$2,587.41	\$210.00	149.00	\$7,828.46	21.00	\$530.88	8.00	\$184.00	3,840.00	\$268.80	\$11,609.55
1/29/2022	Snow	10.00	757.95	\$24,792.34	\$8,035.00	93.75	\$4,925.63	294.00	\$7,432.32	3.00	\$69.00	0.00	\$0.00	\$45,254.29
2/1/2022	Downtown pickup	0.00	129.35	\$4,067.22	\$3,475.00	6.00	\$315.24	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$7,857.46
2/4 & 2/5	Snow, Ice, Sleet	1.50	442.18	\$14,054.15	\$11,922.25	507.75	\$26,677.19	118.00	\$2,983.04	0.00	\$0.00	0.00	\$0.00	\$55,636.63
2/7/2022	Icy Roads	0.00	45.73	\$1,387.79	\$140.00	44.75	\$2,351.17	87.00	\$2,199.36	24.00	\$552.00	0.00	\$0.00	\$6,630.32
2/8 & 2/9	Icy Roads	0.00	49.22	\$1,638.40	\$1,035.00	22.00	\$1,155.88	49.00	\$1,238.72	3.00	\$69.00	0.00	\$0.00	\$5,137.00
2/10/2022	Icy Roads	0.00	44.37	\$1,480.29	\$210.00	19.00	\$998.26	149.00	\$3,766.72	0.00	\$0.00	0.00	\$0.00	\$6,455.27
2/25/2022	Snow	8.00	377.12	\$12,459.58	\$14,201.25	251.00	\$13,187.54	185.00	\$4,676.80	3.00	\$69.00	3,840.00	\$268.80	\$44,862.97
3/2/2022	Snow	3.00	136.22	\$4,423.57	\$3,891.25	166.00	\$8,721.64	13.00	\$328.64	0.00	\$0.00	0.00	\$0.00	\$17,365.10
2021-2022 Season-Year to Date:		38.00	3,662.30	\$120,206.88	\$70,720.00	2,546.75	\$133,806.25	1,800.00	\$45,504.00	171.00	\$3,933.00	16,535.00	\$1,157.45	\$375,327.58
FY2022 Budget Spent:				71.98%	78.58%				69.70%					71.97%

	Accumulation Inches	Total OT Hours	Total OT Cost	Contractor Cost	Salt Tons	Salt Cost	Salt/Sand Mix- Yards	Salt/Sand Cost	Sand Only Yards	Sand Only Cost	Salt Brine	Salt Brine Cost	Total Event Cost
Through February 2021	44.25	3,078.77	\$99,926.57	\$73,962.50	2,779.25	\$135,210.51	851.00	\$21,513.28	96.00	\$1,896.00	19,355.00	\$1,548.40	\$334,057.26
Through February 2020	48.50	3,808.13	\$128,490.45	\$96,349.43	2,825.75	\$141,711.36	1,498.50	\$37,837.13	49.00	\$818.30	37,004.00	\$2,960.32	\$408,166.98
Through February 2019	43.50	3,769.87	\$121,137.29	\$38,383.50	3,261.25	\$163,551.69	2,598.50	\$65,612.13	125.50	\$2,127.23	32,975.00	\$2,638.00	\$393,449.83
Through February 2018	54.75	4,820.70	\$150,506.71	\$35,355.50	3,073.25	\$163,343.24	2,741.50	\$65,631.51	100.50	\$1,582.88	9,430.00	\$1,594.80	\$418,014.63
Through February 2017	61.50	5,157.52	\$162,064.13	\$20,634.30	3,084.25	\$167,721.52	3,070.00			\$39,142.50	22,080.00	\$1,766.40	\$391,328.85
Through February 2016	33.25	3,295.10	\$104,808.60	\$25,638.00	1,541.00	\$83,799.58	1,877.50			\$23,938.13	4,800.00	\$384.00	\$238,568.31

2019-2020 Parking Bans: 9
2020-2021 Parking Bans: 12
2021-2022 Parking Bans: 9

- 1 Ban
- 2 Bans

As of 03.08.2022

2. Product & Process Outcomes

“ENSURE OVERALL MUNICIPAL SERVICES MEET AND/OR EXCEED THE HIGHEST INDUSTRY STANDARDS GIVEN THE RESOURCES AVAILABLE.”

PROGRAMS * PRODUCTION

FIRE & RESCUE:

On February 22, Assistant Chief Spainhower attended a training session with dispatchers on the new CAD software. This training helped identify a few problems Fire & Rescue still has with the system. The City and CSI (CAD software company) are working on system improvements.

Among the myriad of upgrades to the CAD software that will ultimately result in more information being made available to the responding members in the field, including quality data retrieval and precise address points in the city, A/C Spainhower is working with Kathleen Meyers from IT to use E911 ESRI mapping data, old CAD software (QED) and the city's ArcGIS data to add as many address points in the city.

A/C Spainhower still has weekly meetings regarding transition of existing CAD records management system, A/C Spainhower also met with CSI representatives and those from Imagetrend, the department's Emergency Medical Services (EMS) patient care reporting software provider. Collaboration between the various data management systems will be a key component of the new Records Management System, and will ultimately serve to provide better information for all users in a streamlined, efficient manner.

Division Chief Irwin assisted the Police Department's Communications Bureau with conducting Oral Boards for potential Dispatcher candidates.

All DF&R members requiring recertification by the National Registry of EMTs, have completed the process. EMS licenses are valid for a two year period in which EMS care providers must complete continuing education requirements to be relicensed by the National Registry. Following the National Registry licensing process, members must then apply for EMS licensure through the NH Bureau of EMS.

POLICE DEPARTMENT:

Professional Standards Unit: The Professional Standards Unit continues to seek qualified candidates for vacancies in the ranks of sworn personnel. In the month of February, Professional Standards conducted 2 oral board interviews for the position of police officer. Two newly hired officers – Erin Driscoll and Jacob Watkins - began attending the full-time NH Police Standards and Training Academy on February 7.

The department is also actively seeking candidates for public safety dispatcher. One newly hired dispatcher is projected to start on March 7, and another employee, Dispatcher Angelica Mirrer successfully completed field training in February.

***See Section 5 for training.**

Teen Center: Total attendance for the month of February was 187 participants on 13 days of programming. The Teen Center is using a 15-participant maximum per afternoon to keep within safe practices of physical distancing (this will increase to 20 in March).

February 2022 provided a possible 212 program reservations and 187 were filled (88%), via Sign-Up Genius. These include special events and trips that had separate Sign-Up Genius events created for reservations.

Some program highlights for the month of February 2022 included, but were not limited to:

TC After School Program

- “Friday Flix” & “Movie Monday”: Movie & Popcorn Afternoons
- 8-Ball Billiards Tournament
- Arcade Hoops Hot-Shot Tournament
- TC Valentines’ Day Party
- Valentines’ Day Crafts
- Featured Snack Special Days (Mac n’ Cheese, Tacos, Pancakes, Hot Chocolate, etc.)
- February School Vacation Week Trips –
- “Private Movie and Bowling @ Smitty’s Cinema”

- ***TC Facebook Page & Sign-Up Genius Portal***

Continued efforts are made to maintain the TC Facebook bulletin page and Sign-Up Genius scheduling portal with resources, program/schedule announcements, inspirational messaging and best practices. Staff also share photos of TC youth participants to continue to promote all opportunities provided at the TC.

- ***TC Youth & Family Outreach***

A weekly email is sent to connected families and youth, to encourage sign-ups for the daily afternoon reservation slots through the Sign-Up Genius online portal. Announcements, webinars, trainings and opportunities are also shared on a weekly basis.

- ***TC Kitchen Installation Project***

The demolition days were a successful start to the new TC Kitchen installation that is under way in the main room of the TC. Project scope is 4-5 weeks, and will yield a brand new commercial-grade kitchen where the TC can provide cooking classes and special events.

The Teen Center received two new registrations in February.

Dover Coalition for Youth: The Dover Coalition for Youth is forming a new LGBTQ workgroup as a part of the City’s CARA grant to address vulnerable populations and health equity issues. Several community partners including Seacoast Outright and the Dover High School GSA have expressed interest and will be participating in the first meeting in early March.

Community Service Program:

The youth community service program tracked four participants in the month February 2022. A total of 4 hours of community service work was completed with none of the participants finishing their assigned community service hours.

Diversion:

The Diversion Committee met on February 9, 2022. The case breakdown is as follows:

- (1) case(s) in active Diversion contracts
- (0) successful completion(s)
- (0) new case(s) heard
- (1) new case(s) pending for intake meeting
- (0) case(s) sent back to prosecution

The Diversion Committee will meet during the month of March on a date yet to be determined. At that point, they will receive an update on the current diversion case and review the newest referral.

PLANNING & COMMUNITY DEVELOPMENT:

Office Manager Jean Glidden and Director Benton prepared for SRPC volunteers and staff to come for two weeks in February to scan documents to make more data accessible to the public online.

Planning and Community Development staff met with several developers regarding conceptual reviews. Projects included some residential only, mixed use and some industrial. There is active interest throughout the City and with project costs trending stable or down interest in development is on the rise.

Community Development Planner Carpenter attended a kick-off meeting for the CDBG funded Teen Center Kitchen project. The meeting was attended by the contractor, and staff from the Teen Center, Recreation Department and Community Services.

Planning and Community Development staff met with the Chair of the Heritage Commission and the Council liaison to the Heritage Commission to discuss current and potential Commission endeavors.

In early 2020, the City Council approved a purchase of online permit program for land use and building processed permits. The program is a significant investment for the City and staff is working to ensure that it is an investment that is easily used by stakeholders (internal and external) to ensure buy in by the end users. Between October and December, Planning staff continued to work with IT staff and the vendor to review various permits and the data needed to review and process them. In addition, staff worked on converting historic data into a format that can be brought forward in the new database to create one repository for historic and current data. In January, Planning staff attended numerous training sessions and are currently testing out the new software to work out as many kinks as possible before going live. The intended roll out of the online software is April 2022.

Planning and Community Development staff continues to work with Media Services and the City Manager's office on developing improved signage in City Hall. These signs will enhance directory needs and flow in City Hall. Included would be ADA enhancements to signs and internal wayfinding. An RFP was released by Media Services. Planning and the City Manager's office assisted in the review of the responses and identified a preferred vendor. Media Services and the preferred vendor have been working on proofs of signage.

Planning staff assisted in reviewing proofs and provided feedback to Media Services on changing needed before manufacturing.

Community Development Planner Carpenter developed a draft Programmatic Agreement that is under review by the Legal Department. The agreement would streamline certain environmental reviews required for CDBG funded weatherization and energy efficiency projects.

Director Benton have been working with One First Street LLC on the development agreement and conditions of Planning Board approval for the project at First/Second Street.

Director Benton met with Our House a group working to provide a safe, secure and positive environment for adults with special needs. They hope to develop a living and care facility in the Dover area.

The Planning Board rendered a decision on the proposed FY23 CDBG Action Plan and forwarded a recommendation of approval of the Plan to the City Council.

Director Benton reviewed and investigated affordable housing options in place statewide. One such is in Nashua where a housing trust fund has been established. The fund can be used to provide housing finance options for developers and residents. At the same time staff looked at options around the City for affordable housing developments, similar to the approved cottage project on Back River Road. The developer of that project is seeking two additional projects in the region.

Community Development Planner Carpenter and Finance Director Lynch developed the Resolution for the FY23 CDBG Action Plan.

Community Development Planner Carpenter prepared environmental review reports for three CDBG funded dwelling-unit weatherization and energy efficiency projects

Zoning Administrator Kypfer and Planning Director Benton had a meeting with the City's Asset Management Administrator to work through parcel data / zoning discrepancies identified in the MapGeo interactive mapper and brainstorm solutions.

Director Benton and the City Attorney worked with the Northern New England Passenger Rail Authority on a revised station agreement.

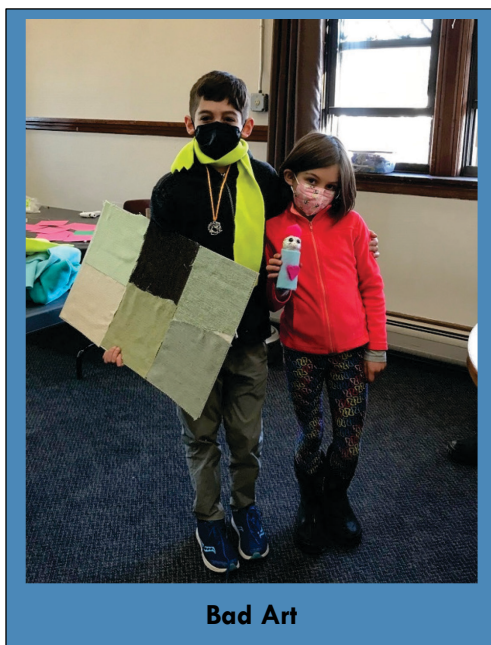
Planning and Community Development staff continued work on the Community Facilities & Utilities Chapter of the Master Plan, with Community Services staff and the project consultant, Resilience Planning & Design. Stakeholder interviews were held over the winter and Director Benton met with the consultant for an update and will be scheduling a committee meeting in early March.

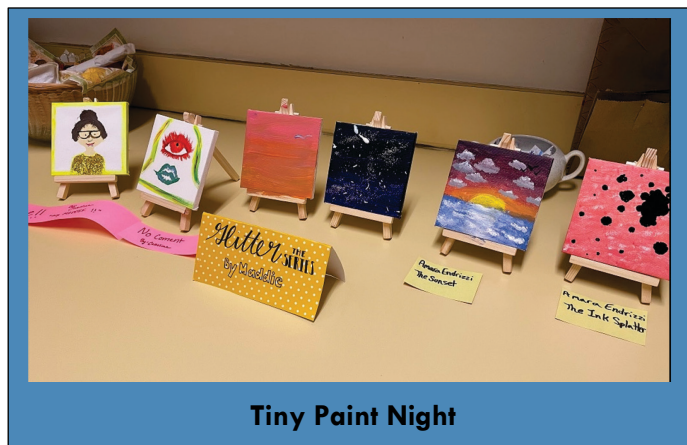
Zoning Administrator Kypfer attended legislative committee meetings on February 4 and February 11 for the New Hampshire Planners Association. These meetings were designed to review potential LSRs (bills before the upcoming legislative session) and the impacts of bills adopted last session on municipal land use.

Planning Staff developed two requests for proposals for traffic study peer reviews. The first was for a multi-family project on Rutland Street, the second for the pending waterfront development. Both peer reviews are paid for by the developers, and the vendor is selected by the City.

Director Benton met with the Wetland Protection Ordinance Subcommittee on February 8 to discuss the proposed amendments to the Wetland Protection Ordinance. Additional public outreach efforts will be made in February and March. An update will be provided to the Planning Board in February with potential language expected in March.

PUBLIC LIBRARY: The Dover Public Library hosted 61 programs in February which were attended by 867 community members. These programs included passive, virtual and in-person as the Library strives to reach out to the community in various ways. These included: 4 D & D sessions with 41 attendees; 5 Beyond Books Story times with 44 attendees; 2 Big Kids Storytimes 13; 2 Shake Your Rattle and Roll with 62 attendees; 2 Family Story times with 36 attendees; 1 Come and Play! with 35 attendees; 2 Knitting Group 16; 5 Book Group 25; 1 Take and Make Fidget Bracelets 49; 1 Coffee Filter Craft 152; 1 Musician Kyle Carey 21; 1 Bad Art event 14; and 1 Tiny Paint Night 6





The Dover Public Library celebrated Black History Month by sponsoring a program titled “Nellie Brown Mitchell: Dover’s Renowned African American Soprano”. The presentation was by Dennis Britton, Trustee of the Black Heritage Trail of New Hampshire. The Library also had book displays celebrating Black authors.

RECREATION DEPARTMENT:

Gym: All youth league basketball programs wrapped up for grades K-12. Utilizing the elementary schools for practices as well as Woodman Park for Saturday programming for grades K-4. Games for 5-12 continued at the McConnell Center. Playoffs were held from February 19 – 27th for all teams in grades 5 – 12. 18+ Men’s league has 9 teams and wrapped up season with playoffs throughout the month, crowning their champs on Sunday, February 27th. The 50+ league has 7 teams and began playoffs on Wednesday nights in February. The 35+ Men’s Basketball League has 7 teams and wrapped up regular season on Monday nights and will begin playoffs in March. All men’s leagues are full with over 200 participants. Badminton continues on Friday nights from 6-9pm. Additional sessions of pickleball for both the Senior Center and the general public are being held in the gym during the weekdays. Evening/weekend sessions were added on Sundays as the schedule allowed. Outdoor courts opened for an unseasonably warm week before another snowstorm led to their closure. Interval Strength wrapped up first session of the new year and will begin next session in March. Multiple Saturdays had shortened gym hours as the division struggled with staffing and most current staff was running basketball programs at various locations. New employees were hired and regular weekend gym schedules resumed on February 26th.

Pools: High school swim season has wrapped up for the year. Everything ran smoothly and were able to host 4 high school swim meets for the schools. The pool schedule updated with the addition of recreation swim Monday through Friday from 2:30-4:00pm. Rec. swim times have been busier than normal every day. Spring swim lesson registration has begun for Dover residents. Several classes filled before non-resident registration began, which is March 1st. The demand for private lessons continues to be high. Midweek private lessons for those who home school and younger participants are picking up quickly and taken on by supervisory staff as schedules allow. February full lifeguard course during the Dover school vacation week canceled due to low enrollment. The division held a lifeguard re-certification course with 11 participants on February 27th and will go back to weekend classes for full lifeguard course offerings, as Maine and part of New Hampshire do not hold the same vacation schedules. The division is also putting a full Water Safety Instructor Course together for the spring. Rentals: Seacoast Swim Association, Mighty Seals, Great Bay Masters, Scuba, Reach for the Top. Birthday Parties: 6

Ice Arena: February at the Dover Arena is always a busy time of year as both Foster Rink and Holt Rink have programs going non-stop and High School hockey playoff games. High School hockey season is ending for the local schools, Dover and Portsmouth will host Division II Quarterfinal Playoff Games. Dover Youth Hockey is also ending its season with playoff games and tournaments throughout the month. Public Skate remains to be very popular on the weekends. There has been no Rock Night for the entire month of February due to the largely attended high school games and tournaments on Saturday nights. The Bay State Tournament was a success, the arena hosted 24 girls' teams and they are already looking forward to next year. The month of March means High School hockey season will come to an end as well as Dover Youth Hockey. The arena will host a Flyball Dog Show and Food Truck Fest for off-ice events. The Foster Rink ice will be taken out on March 15th. Adult and Youth Stick Practice: 277 skaters, Birthday Parties: 1

Senior Center: This month continued to hold Chair Yoga and pickleball, as well as daily games and activities. Staff are planning new trips for 2021 including the Painted Canyons of the West and Spotlight on San Antonio - and the calendar is filling up! Some activities such as cooking classes took a break for the Covid surge and staff look forward to restarting them soon. The center Began offering Tai Chi this month and staff are looking forward to welcoming back UNH OT in April.

3. Leadership & Governance Outcomes

"EFFECTIVELY CONTINUE TO COMMUNICATE WITH THE COMMUNITY AT LARGE THROUGH VARIOUS MEANS AND SUPPORT CITIZEN ENGAGEMENT IN LOCAL GOVERNANCE AND COMMUNITY FORUMS, AND PROVIDE LEADERSHIP IN THE IMPLEMENTATION OF THE CITY'S MASTER PLAN."

OUTREACH * COMMUNICATION

Fire & Rescue: DF&R collaborated with the City's Media Services to release a public service announcement educating the community on the importance of keeping fire hydrants clear of snow. The PSA focused on generating community's engagement.



Chief McShane, Division Chief Chabot, and Division Chief Irwin attended a Seacoast Chief Officer Mutual Aid District meeting. This meeting is essential for emergency services networking, information sharing, and collaboration. Topics of discussion include, firefighter recruitment, firefighter explorer program(s), and training opportunities to entice firefighter candidates.

Division Chief Irwin represents the Department of several committees. This month he has attended the New Hampshire Harm Reduction Coalition's Strafford County Committee (the 1st & 3rd Mondays of the month) meeting, Portsmouth Regional Hospital's EMS Chiefs meeting, Region III EMS Council, Wentworth Douglass Hospital's Stroke EMS Chiefs Committee, and the Seacoast Chief Officers Mutual Aid District.

Division Chief Chabot attended a Pre-Blast meeting at the McConnell Center. DF&R hosts informational meetings for citizens who may be affected by construction blasting. These meetings also offer an opportunity for citizens to ask questions about the blasting process, address individual and collective concerns, and have to have an open dialogue with DF&R personnel, and a representative from the blasting company.

Chief McShane attended an informational session on an emergency mass notification system for public safety, emergency communicators, emergency management, law enforcement, and community service agencies. Disaster and Crisis Communication is an integral component in emergency management. DF&R is exploring options to disseminate emergency communications to mass populations.

Chief McShane attended a web-conference with NH HSEM and state and local government agencies to discuss the state of the COVID-19 pandemic in NH. These meetings provide invaluable information related to state-wide pandemic trends and management guidance.

Chief McShane and Division Chief Chabot attended web-conferences with NH HSEM, federal, state & local government agencies in regard to winter storm briefings. These briefings provide storm related information to help local government emergency managers identify potential and/or expected risk hazards their community will be faced with. Stakeholders include representatives from utility companies, DOT, NH State Police, National Weather Service, and local officials. Local leaders have an opportunity to ask specific questions regarding their community.

Chief McShane attended both Dover Mental Health Alliance, and Dover Mental Health Alliance Sub-task force meetings. The DMHA Sub-task force meeting was held with facilitators from Saint Anslem College to begin the development of the Sub-task force's mission and goals.

Media Services Division: In February, Media Services provided numerous updates on a variety of projects, public services, and current events. These included road projects, the COVID-19 pandemic, weather and storm information, and previews of upcoming meetings of some public bodies.

Media Services continued to update the Fiscal Year 2023 online budget portal, part of the Budget Revealed initiative to help residents understand the budget process. In February, the page was continually updated with information about the proposed school budget, including video coverage of all budget meetings and all budget documents presented to the School Board, up until its adoption by the School Board. Media Services also generated frequent updates about the budget process for Dover Download, the website and the media, including press releases.

Media Services in February began production on a new video series for the School District. The series, "Empowering All Learners: Conversations with the Superintendent," help highlight some of the district's many educational initiatives throughout the schools. The first episode is expected to air in March.

Media Services also produced informational spots for Black History Month, including for publication in Dover Download and Channel 22. Research on Dover's famous black opera star, Nellie Brown Mitchell, by Media Services Administrator Brian Early contributed to Black History Month content, and was cited by Dennis Britton, who gave a virtual lecture about Mitchell at the Dover Public Library in February.

In February, Media Services sent out 73 email newsletters, including the weekly editions of Dover Download, special alerts, departmental and project updates. These newsletters are designed to help communicate a wide variety of information to the public, of general interest and for specific projects and topics, and to instill the city's commitment to community stewardship. More than 220 updates were posted to social media and other external communications platforms.

Media Services in February worked to fulfill multiple requests for photo and video media from the media, as well as regional organizations.

Media Services in February distributed 67 news releases across multiple platforms for other city matters, including ongoing projects and special announcements.

Planning & Community Development: The Department of Planning and Community Development continued to update its blog, Facebook page and Twitter feed to communicate with the public. The Department of Planning and Community Development has 753 Facebook followers (City of Dover NH Planning) friends and 898 followers on Twitter (@DoverNHPlanning).

The Department of Planning and Community Development promoted the Dover Community Trail through the Facebook fan page for the trail (with 2,857 likes and 3,105 followers).

The Department of Planning and Community Development sent 265 new homeowner letters to residents. These letters include information about the zoning of the lot, and how to be involved in the community.

Community Development Planner Carpenter prepared a public hearing notice informing the public of the opportunity to attend the March 9th City Council public hearing and comment on the proposed FY23 CDBG Action Plan.

Planning and Media Services staff have created a video preview of Planning Board agenda for the Planning Board meetings. The videos include the plans themselves with a detailed introduction of the plan, and opportunities for engagement.

Planning and Media Services staff continued to develop and enhance an electronic “newsletter” for planning related items. Content included meeting summaries, meeting previews, and various special topics about ongoing improvement in the office, reviewing census data, housing affordability, wishing departing staff and board members well, staff bios and book reviews.

Police Department: Sergeant Mitrushi created 5 social media posts in the month of February, which included two ICAC Safer Internet media campaign, an announcement of the swearing in of new Dover Police Officers, a CHaD Battle of the Badges announcement involving Dover Police Officer Adin Sobel, and the first post of the Wellness Wednesday campaign. The Wellness Wednesday social media campaign was developed by Sergeant Mitrushi and PSW Jones as a community outreach initiative to raise awareness towards mental health and wellness. Each month will focus on a new theme and provide wellness tips, information, and local resources.

Dover Coalition for Youth: The Strafford County Prevention Leadership group meets monthly and is working on a variety of projects. The group just finished the audio recording for a short video explaining prevention and how the community can practice prevention strategies. The animation for the video is now being created and the completed project will be launched in May during National Prevention Week. The group also recently completed conducting sector (parents, teachers, medical community, law enforcement etc.) focus groups. A report is being drafted that will guide the Coalition in developing toolkits consisting of talking points and best practices in prevention for each sector. The toolkit will be developed over the course of the next year.

Dover Youth to Youth: On February 18th twelve members of Dover Youth to Youth provided 2 presentations of Samantha Skunk Rx and Medicine Safety at Dover's Horne Street School. The presentation provides the kids with core safety pills and medicine. The two back to back sessions covered almost 100 kindergarten students at that school.

During February, students from Dover Youth to Youth provided 3 separate webinars for the King County, WA Department of Health. Topics covered included: Presentation Skills for Youth Advocates, Administering Youth Empowerment Programs, and Presenting Theatrical Skits. The training was done as part of King County's Marijuana Education & Prevention Program.

On February 8th Dover Youth to Youth provided a 4-hour webinar for prevention staff from the ADAAPT youth advocacy program serving the Finger Lakes and Rochester, NY regions of New York. The webinar covered a wide range of issues centering on setting up and administering a youth empowerment program.

On February 25, advocates from Dover Youth to Youth provided a 2½ hour virtual training program to students from the Orange County North Carolina ADAPT program. The students were drawn from 2 different middle schools and are just beginning to engage in advocacy. They were trained by the Dover students in effective presenting techniques and the use of media based messaging to get their message out to other youth and the public.

On February 21, Dana Mitchell met on Zoom with 20 youth empowerment specialist from Kentucky during their monthly Zoom meeting and provided a 30-minute session on using the Youth to Youth Toolkit and other resources needed to develop background knowledge on cannabis and underage drinking.

Public Library: Children's Librarian Patty Falconer was a judge at Dover High School's Poetry Out Loud event on February 11th.

On Tuesday, February 1st Karin Mayer-Gottlob, Assistant Children's Librarian, visited 2 head start classrooms to perform story times, and bring them handpicked books.

The Library staff helped 22 community members with technology help through our Book-a-Librarian program.



Members of Youth to Youth recently presented a lesson on medicine safety to 100 kindergarten students at Horne Street School.



Y2Y students demonstrating one of their theatrical skits on marijuana to an online audience of prevention professionals from central NY.

Through the statewide collaborative NHAIS system, Dover Public Library's Interlibrary Loan Dept. sent 93 volumes to other libraries and borrowed 74 from other libraries for our patrons.

The Dover Public Library has 5,074 subscribers to its two monthly e-newsletters—Children's and Adults.

Library staff posted 149 items to its various social media platforms in February. Total social media platform followers = 13,031.

The Dover Public Library staff added 151 books to our 2 Little Free Libraries.

4. Financial & Benchmark Outcomes

“MAINTAIN AND STRENGTHEN FINANCIAL STABILITY OF MUNICIPALITY TO INCLUDE REPORTING ON ANY FINANCIAL CONCERNS AND ADDRESSING THEM AS THEY MAY ARISE DURING THE COURSE OF THE FISCAL YEAR”

FINANCES * GRANTS * CIP

PURCHASE ORDERS – OVER \$5,000 FOR FEBRUARY

Department/Division	PO Date	Vendor Name	Amount
Info Technology	2/11/2022	RINGCENTRAL, INC.	\$21,116.00
Community Services	2/14/2022	MARY A HEBBARD	\$5,000.00
Community Services	2/3/2022	MACKINNON & SONS EXCAVATING, LLC	\$5,000.00
Community Services	2/14/2022	UNDERWOOD ENGINEERS, INC.	\$7,500.00
Community Services	2/22/2022	NORTH EAST SHORING EQUIPMENT, INC.	\$7,700.00
Community Services	2/8/2022	ROCHESTER NH, CITY OF	\$8,547.08
Community Services	2/14/2022	MARTINEAU ELECTRIC, INC.	\$13,825.00
Community Services	2/10/2022	NORTHEAST LANDCARE, LLC	\$14,040.00
Community Services	2/7/2022	GM2 ASSOCIATES, INC.	\$20,741.00
Community Services	2/24/2022	GC/AAA FENCES, CO., INC.	\$25,700.00
Community Services	2/10/2022	NORTHEAST LANDCARE, LLC	\$37,290.00
Community Services	2/28/2022	MUNICIPAL PEST MANAGEMENT SERVICES, INC.	\$62,000.00
Community Services	2/22/2022	BOXES & BAGS UNLIMITED	\$68,855.00
Community Services	2/24/2022	ALTA EQUIPMENT, CO	\$78,250.00
Community Services	2/10/2022	ROCHESTER NH, CITY OF	\$112,908.15
Community Services	2/24/2022	ALTA EQUIPMENT, CO	\$228,149.13
Community Services	2/14/2022	AT NEW HAMPSHIRE, LLC	\$251,311.00
Community Services	2/23/2022	SUR CONSTRUCTION, INC.	\$330,000.00
Community Services	2/2/2022	GREENMAN-PEDERSEN, INC.	\$699,935.00
Fire and Rescue	2/10/2022	FIRE TECH & SAFETY OF NEW ENGLAND, INC.	\$31,074.00
Public Library	2/16/2022	CARENO CONSTRUCTION COMPANY LLC	\$886,998.00
Recreation	2/10/2022	McFARLAND FORD SALES, INC.	\$30,756.00
Recreation	2/10/2022	McFARLAND FORD SALES, INC.	\$36,800.00

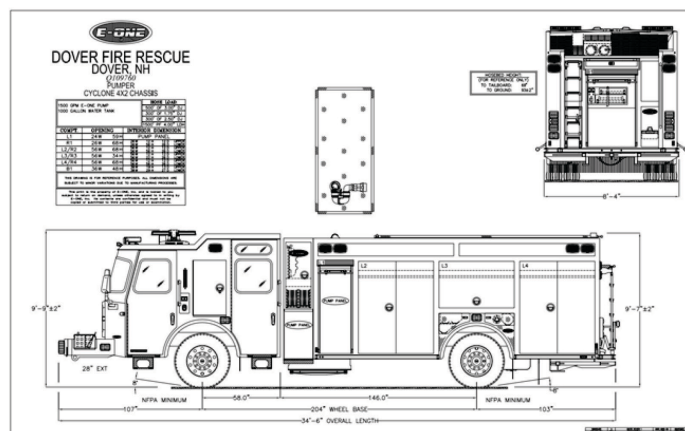
BIDS

Department	Bid #	Bid Date	Description
Community Services	Q22-015	2/2/2022	Materials Testing Services
Community Services	B22046	2/2/2022	Whittier Street Sidewalk Improvements
Community Services	Q22-016	2/4/2022	Residential Pay-As-You-Throw Trash Bags
Community Services	B22042	2/7/2022	Pavement Markings
Community Services	B22043	2/7/2022	Reflectorized Pavement Lines
Fire and Rescue	B22047	2/9/2022	Fire Department Uniforms and Clothing
Community Services	Q22-017	2/9/2022	Masonry Supplies
Recreation	B22048	2/14/2022	Renovation of the Jenny Thompson Outdoor Pool
Various	Q22-018	2/14/2022	Bark Mulch
Fire and Rescue	B22052	2/18/2022	Equipment for New Fire Apparatus
Recreation	Q22-019	2/18/2022	Portable Toilet Rental and Cleaning Service
Community Services	B22040	2/18/2022	HVAC Preventive Maintenance & Repair Services
Community Services	B22053	2/22/2022	Miscellaneous Sewer Department Supplies & Accessories
Community Services	B22054	2/22/2022	Miscellaneous Water Department Supplies
Community Services	Q22-020	2/24/2022	Guardrail Repairs
Various	B22045	2/24/2022	Waterfront Public Improvements Construction and Henry Law Avenue/River Street Projects
Community Services	B22049	2/25/2022	Construction Equipment Rental

Fire & Rescue: Chief McShane submitted a revised version of DF&R's strategic plan to Deputy City Manager Parker. The Strategic Plan outlines organizational challenges, service delivery gaps, as well as recommended actions to improve the aforementioned challenges. DF&R's FY23 budget proposal was submitted to the City Manager. The proposed budget reflects anticipated expenses related to the strategic plan initiatives and operating expenses.

All DF&R chief officers worked on securing alternate funding through the following grants: FEMA SAFER Grant, FEMA FP&S Grant, GOFERR Grant, and a DOJ Grant. Chief McShane and Division Chief Chabot met with HSEM Sr. Field Representative Courtney Jordan to discuss the upcoming HMPG period.

In February, the Department's apparatus purchasing committee met to finalize the bid spec for the new equipment for the new engine/pumper replacement. The council approved the purchase of this new engine/pumper last year. The planned delivery for this new vehicle is June 2022.



Planning & CDBG Department:

Community Development Planner Carpenter created a contract for Strafford Nutrition Meals on Wheels (SNMOW) for the use of CDBG-CARES funds to assist with pandemic related costs of providing services to clients. The contract has been provided to SNMOW

Planning staff reviewed responses for a project to remodel the first floor bathrooms in City Hall. These bathrooms are intended to be the buildings ADA compliant bathrooms and need to be updated to reflect changes in the law since 1987 when they were last addressed. A vendor was selected and design elements were reviewed in December. Construction is set to begin in mid-February.

Planning and Engineering staff worked with the Purchasing Agent to develop and release an RFP for design services for the 2015 Downtown Pedestrian and Vehicular Access Study. The RFP was shared with the 3 short listed engineering firms pre-qualified for transportation work. After review, one firm did not bid, a second firm was above the price range staff felt was reasonable for the project, and the final firm was selected. Planning staff forwarded necessary materials to the final firm in January.

Community Trail Phase III of the Community Trail is complete. Director Benton is working with the consultant, NHDOT, and Finance staff to on necessary reimbursement and close out documents.

For phase IV, Planning Staff is working with NHDOT on potential extra funding to be able to expand the feasibility research for a preferred alternative route on the southern side of the Bellamy River and crossing the Bellamy River further into Bellamy Park to then continue to Route 155. The Council authorized the contract for Fuss and O'Neil to design the trail in this area. A change-order would be brought to the City Council after hearing from NHDOT about funding.

Mark II Solar System Director Benton worked with staff from IT/GIS and the City Engineer to put together a site plan for the Voyage Mark II Solar System installation on the Community Trail. Director Benton submitted all the necessary documents to have Dover become one of 10 Generation 1 of Voyage Communities in North America. The solar system should be added to the Community Trail starting at Fisher Street and heading towards Central Avenue this spring. In September, contract documents were drafted by NCESSE and were signed by the City Manager. Installation should occur next summer but supply chain issues may cause delay. Staff is staying in touch with NCESSE.

Conservation Funding This project is tied to the funding received through the Transfer of Development Rights Program. Currently, over \$1,900,000 has been invoiced with over \$1,300,000 received on those invoices.

Public Library: A tentative start date for the Dover Public Library's roof replacement project is April 4. The first 2 weeks will be spent erecting staging.

Passport application processing fees provide a continuing source of revenue for the Library. We resumed accepting Passport Applications in mid-May and have accepted 26 in February generating \$910 in revenue.

Public Welfare Department: Welfare spent \$3348 this month. Staff provided financial assistance 6 times this month with an average expenditure of \$485.50.

Welfare assisted with cremation, electric, motel and rent this month.

Clients were referred to the Share Fund and CAP for help with rent, food, utilities and various other needs.

There were no reimbursements.

Recreation Department: The Skatepark Project is being readied for spring when the next level of work will begin. We are working on the lighting system to include in the project. The Dover Rotary Club donated \$30,000.00 to the project to purchase a park shelter to be part of the support facilities for Skatepark programming.

The Jenny Thompson Pool Renovation Project is in the initial bidding stages with bid package for design out to bid with results due in March. The actual construction will start in September and be completed by May 2023.

The Cocheco River Park design details for support facilities for Paddlesports discussions are underway with stakeholders and the Park Subcommittee from CWDAC. There are more details to be worked out in how all of the needs can be met for the various user groups and the general public.

City of Dover

Revenues of Major Funds

February 28, 2022

(General Fund Includes Property Taxes and Education Revenues)

	Budget	Range To Date	Year To Date	% Year To Date	Budget Balance	Encumbrance	Budget Available	% Uncollected
REVENUES								
1000 General Fund								
Taxes	\$ 96,419,603	736,760	50,203,400	52.0%	\$ 46,216,203	\$ -	\$ 46,216,203	48.0%
Licenses & Permits	7,020,899	548,377	4,632,356	66.0%	2,388,543	-	2,388,543	34.0%
Intergovernmental	3,310,543	13,433	2,858,825	86.0%	451,718	-	451,718	14.0%
Charges for Services	4,476,524	488,006	3,349,849	75.0%	1,126,675	(22,002)	1,148,677	26.0%
Miscellaneous Revenue	535,549	23,918	930,066	174.0%	(394,517)	(1,994)	(392,523)	-73.0%
Education	18,182,086	69,300	11,426,915	63.0%	6,755,171	-	6,755,171	37.0%
Operating Transfers In	414,000	-	-	0.0%	414,000	-	414,000	100.0%
Other Financing Sources	174,900	-	-	0.0%	174,900	-	174,900	100.0%
Sub-total : 1000 General Fund	\$ 130,534,104	1,879,794	73,401,411	56.0%	\$ 57,132,693	\$ (23,996)	\$ 57,156,689	44.0%
3213 Parking Activity Fund								
Licenses & Permits	\$ 240,000	18,570	243,455	101.0%	(3,455)	\$ -	(3,455)	-1.0%
Parking Income	860,325	70,984	581,856	68.0%	278,469	-	278,469	32.0%
Parking Fines	180,000	20,328	119,959	67.0%	60,041	-	60,041	33.0%
Other Financing Sources	0	-	-	0.0%	-	-	0	0.0%
Sub-total : 3213 Parking Activity Fund	\$ 1,280,325	109,882	945,270	74.0%	\$ 335,055	\$ -	\$ 335,055	26.0%
3320 Residential Solid Waste Fund								
Intergovernmental	\$ 12,380	-	-	0.0%	\$ 12,380	\$ -	\$ 12,380	100.0%
Charges for Services	1,783,105	116,711	1,092,091	61.0%	691,014	-	691,014	39.0%
Miscellaneous Revenue	0	2,607	10,106	0.0%	(10,106)	-	(10,106)	0.0%
Other Financing Sources	0	-	-	0.0%	0	-	0	0.0%
Sub-total : 3320 Residential Solid Waste	\$ 1,795,485	119,318	1,102,197	61.0%	\$ 693,288	\$ -	\$ 693,288	39.0%
3381 McConnell Center Fund								
Miscellaneous Revenue	\$ 726,063	59,850	493,378	68.0%	\$ 232,685	\$ -	\$ 232,685	32.0%
Operating Transfers In	139,664	8,712	69,699	50.0%	69,965	-	69,965	50.0%
Sub-total : 3381 McConnell Center	\$ 865,727	68,563	563,077	65.0%	\$ 302,650	\$ -	\$ 302,650	35.0%
3410 Recreation Special Revenue Fund								
Charges for Services	\$ 430,420	14,893	199,845	46.0%	\$ 230,576	\$ -	\$ 230,576	54.0%
Miscellaneous Revenue	11,500	360	2,498	22.0%	9,002	-	9,002	78.0%
Operating Transfers In	20,000	-	-	0.0%	20,000	-	20,000	100.0%
Other Financing Sources	-	-	-	0.0%	0	-	0	0.0%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 461,920	15,253	202,343	44.0%	\$ 259,578	\$ -	\$ 259,578	56.0%
5300 Water Fund								
Intergovernmental	\$ 2,500	-	-	0.0%	\$ 2,500	\$ -	\$ 2,500	100.0%
Charges for Services	6,298,328	344,989	3,750,240	60.0%	\$ 2,548,088	-	2,548,088	40.0%
Miscellaneous Revenue	70,500	4,136	85,279	121.0%	(14,779)	-	(14,779)	-21.0%
Other Financing Sources	87,500	-	-	0.0%	87,500	-	87,500	100.0%
Sub-total : 5300 Water Fund	\$ 6,458,828	349,125	3,835,519	59.0%	\$ 2,623,309	\$ -	\$ 2,623,309	41.0%
5320 Sewer Fund								
Intergovernmental	\$ 28,394	-	16,994	60.0%	\$ 11,400	\$ -	\$ 11,400	40.0%
Charges for Services	8,394,291	460,630	4,991,605	59.0%	3,402,686	-	3,402,686	41.0%
Miscellaneous Revenue	57,000	5,163	56,328	99.0%	672	-	672	1.0%
Other Financing Sources	520,992	-	-	0.0%	520,992	-	520,992	100.0%
Sub-total : 5320 Sewer Fund	\$ 9,000,677	465,793	5,064,927	56.0%	\$ 3,935,750	\$ -	\$ 3,935,750	44.0%
6100 Dovernet Fund								
Charges for Services	\$ 1,342,533	112,274	898,604	67.0%	\$ 443,929	\$ -	\$ 443,929	33.0%
Miscellaneous Revenue	25,000	25,000	75,000	300.0%	(50,000)	-	(50,000)	-200.0%
Operating Transfers In	-	-	-	0.0%	0	-	0	0.0%
Other Financing Sources	-	-	-	0.0%	0	-	0	0.0%
Sub-total : 6100 Dovernet Fund	\$ 1,367,533	137,274	973,604	71.0%	\$ 393,929	\$ -	\$ 393,929	29.0%
Total : REVENUES	\$ 151,764,599	3,145,001	86,088,347	57.0%	\$ 65,676,252	\$ (23,996)	\$ 65,700,248	43.0%

City of Dover

Expenditures of Major Funds February 28, 2022 (General Fund Includes County, School and Debt Service)

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
EXPENDITURES								
1000 General Fund								
City Council	\$ 489,497	\$ 19,350	\$ 125,762	26.0%	\$ 363,735	\$ 13,889	\$ 349,847	71.5%
Executive	1,845,857	213,163	1,383,100	75.0	462,757	453,477	9,280	0.5
Finance	2,257,714	152,751	1,424,178	63.0	833,536	518,806	314,730	13.9
Planning	928,962	40,228	504,285	54.0	424,677	148,950	275,726	29.7
Misc General Government	1,126,566	77,468	535,667	48.0	590,899	154,359	436,540	38.7
Police	9,992,496	605,412	5,878,651	59.0	4,113,845	1,770,845	2,343,000	23.4
Fire & Rescue	10,349,292	710,249	6,850,875	66.0	3,498,417	1,869,263	1,629,154	15.7
Community Service Public Works	9,117,013	568,074	3,677,659	40.0	5,439,354	1,703,672	3,735,682	41.0
Recreation	2,824,966	219,479	1,679,266	59.0	1,145,700	597,450	548,250	19.4
Public Library	1,592,164	108,020	962,017	60.0	630,147	349,733	280,414	17.6
Public Welfare	812,413	19,627	215,466	27.0	596,947	62,696	534,251	65.8
Debt Service	6,208,772	432	1,973,008	32.0	4,235,764	3,665,156	570,609	9.2
Other Financing Sources/Uses	3,755,288	130,257	3,234,261	86.0	521,027	-	521,027	13.9
School	69,685,360	5,504,203	35,982,173	52.0	33,703,187	31,089,072	2,614,116	3.8
Intergovernmental	9,548,144	-	9,548,144	100.0	-	-	-	0.0
Sub-total : 1000 General Fund	\$ 130,534,504	\$ 8,368,711	\$ 73,974,511	56.7%	\$ 56,559,993	\$ 42,397,367	\$ 14,162,625	10.8%
3213 Parking Activity Fund								
Police	\$ 1,280,325	\$ 58,939	\$ 490,956	38.0%	\$ 789,369	\$ 214,520	\$ 574,849	44.9%
Sub-total : 3213 Parking Activity Fund	\$ 1,280,325	\$ 58,939	\$ 490,956	38.3%	\$ 789,369	\$ 214,520	\$ 574,849	44.9%
3320 Residential Solid Waste Fund								
Community Service Public Works	\$ 1,963,620	\$ 109,286	\$ 851,821	43.0%	\$ 1,111,799	\$ 1,079,289	\$ 32,509	1.7%
Sub-total : 3320 Residential Solid Waste Fund	\$ 1,963,620	\$ 109,286	\$ 851,821	43.4%	\$ 1,111,799	\$ 1,079,289	\$ 32,509	1.7%
3381 McConnell Center Fund								
Recreation	\$ 865,727	\$ 34,232	\$ 276,646	32.0%	\$ 589,081	\$ 493,053	\$ 96,028	11.1%
Sub-total : 3381 McConnell Center Fund	\$ 865,727	\$ 34,232	\$ 276,646	32.0%	\$ 589,081	\$ 493,053	\$ 96,028	11.1%
3410 Recreation Special Revenue Fund								
Recreation	\$ 461,920	\$ 25,660	\$ 166,502	36.0%	\$ 295,418	\$ 42,842	\$ 252,576	54.7%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 461,920	\$ 25,660	\$ 166,502	36.0%	\$ 295,418	\$ 42,842	\$ 252,576	54.7%
5300 Water Fund								
Community Service Public Works	\$ 6,739,228	\$ 373,282	\$ 4,178,619	62.0%	\$ 2,560,609	\$ 939,101	\$ 1,621,508	24.1%
Sub-total : 5300 Water Fund	\$ 6,739,228	\$ 373,282	\$ 4,178,619	62.0%	\$ 2,560,609	\$ 939,101	\$ 1,621,508	24.1%
5320 Sewer Fund								
Community Service Public Works	\$ 9,187,322	\$ 709,590	\$ 5,562,906	61.0%	\$ 3,624,416	\$ 1,452,048	\$ 2,172,368	23.6%
Sub-total : 5320 Sewer Fund	\$ 9,187,322	\$ 709,590	\$ 5,562,906	60.5%	\$ 3,624,416	\$ 1,452,048	\$ 2,172,368	23.6%
6100 Dovernet Fund								
Other Financing Sources/Uses	\$ 1,890,978	\$ 66,757	\$ 668,404	35.0%	\$ 1,222,574	\$ 569,984	\$ 652,590	34.5%
Sub-total : 6100 Dovernet Fund	\$ 1,890,978	\$ 66,757	\$ 668,404	35.3%	\$ 1,222,574	\$ 569,984	\$ 652,590	34.5%
Total : EXPENDITURES	\$ 152,923,623	\$ 9,746,458	\$ 86,170,364	56.3%	\$ 66,753,259	\$ 47,188,204	\$ 19,565,055	12.8%

City of Dover

Arena - General Fund Revenue & Expenditure Report (Including Arena Debt Service attributed to the General Fund) February 28, 2022

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
Revenue	1,207,650	156,876	785,004	65.0	422,646	0	422,646	35.0
Expenditures	1,240,329	109,081	685,523	55.3	554,806	339,902	214,904	17.3
Debt Service								
Principal	25,000	-	-	-	25,000	0	25,000	100.0
Interest	594	-	-	-	594	0	594	100.0
	(58,273)	47,796	99,481	10	(157,754)	(339,902)	182,149	(182)

5. Workforce Focused Outcomes

"CONTINUE TO RECRUIT, RETAIN AND SUPPORT TRAINING OF EMPLOYEES AND VOLUNTEERS NECESSARY TO FULFILL SERVICE DELIVERY NEEDS OF COMMUNITY."

*TRAINING * STAFFING*

Employee Anniversaries – March 2022

Employee Name	Department/Division	Years of Service
O Brien, Michael J	Public Works	23
Hudick, Jeffrey	Fire	19
Turner, Gregory A	Police	16
Crowley, Lisa B	Police	9
Hunter, Karen N	Police	9
Landry, Brian D	Public Works	8
McCassey, Holly S	Finance	8
Hawthorne, Beth	Police	7
Roesch, Benjamin E	Fire	7
Pitts, Caitlyn M	Finance	6
Reed, Christian J	Police	3
Driscoll, Erin S	Police	2
Hughes, Jonathan M	Library	2
Moniello, Patricia A	Executive	1
Murphy, Benjamin S	Public Works	1
Whitten, Jeffrey A	FG	1

FEBRUARY SEPARATIONS: 03

1 Executive
1 Police
1 Recreation

FEBRUARY NEW HIRES: 06

2 Police
4 Recreation

Finance Department: Executive Secretary of Finance, Leah Goelzer, virtually attended Tyler Tech's IVEE General Ledger Certification on 1/5-1/6/2022 and Tyler Tech's IVEE Purchasing and Payables Certification on 1/18-1/20/2022 to broaden her understanding and strengthen her skillset within the financial software.

On January 7, 2022, Libby Simmons, Purchasing Agent, earned certification as a *Certified Professional Public Buyer* through the Universal Public Procurement Certification Council. This certification is in addition to her re-certification as a *Certified Purchasing Professional* through the American Purchasing Society. In February 2022, Libby also enrolled in the NIGP-CPP Preparation course to prepare for the *NIGP Certified Procurement Professional* examination in May 2022.

On January 12, 2022, Deputy Finance Director, Ann Legere completed a two-day virtual meeting session on Federal Grant Funding hosted by the National Institute of Government Purchasing (NIGP) of which the city recently received its 40-year Anniversary Certificate of Membership.

On February 18, 2022, Deputy Finance Director, Ann Legere, in keeping up with continuing education requirements for her Certified Professional Public Buyer Certification, attended a New Hampshire Department of Environmental Services virtual meeting on grants available through the American Rescue Plan Act (ARPA) for Drinking Water/Waste Water.

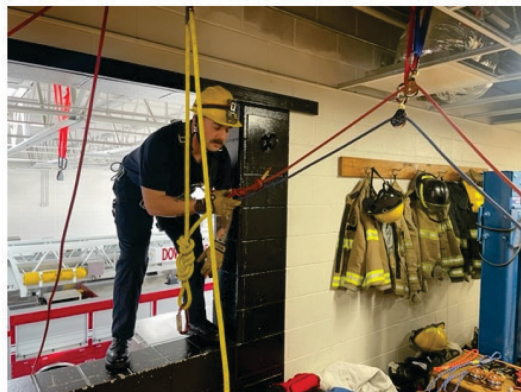
Fire & Rescue: On Tuesday February 15, 2022, Firefighter Cole Poth has completed his one year probation period with Dover Fire & Rescue.

Firefighters Kayla Reno and Bradley Ryder are attending a paramedic program at New England EMS Institute in Manchester NH.

Division Chief Irwin attended the National Fire Academy in Emmitsburg, MD where he completed a two week residency program: Management of Emergency Medical Services. This program focuses on supervisory management practices as they relate to emergency medical services in the fire service. The curriculum included in part, personnel management, resource management, and quality improvement techniques. The objective of this program is enhance the overall effectiveness of EMS operations through the use of management techniques.

Dover Fire & Rescue is in the process of replacing and updating its cache of technical rope rescue equipment. The first in a series of training on the new equipment was conducted in February. By introducing the new equipment, incrementally over several training sessions, crews are able to build upon principals and skills previously learned while being introduced to new equipment concepts. Emergencies involving technical rescue operations are categorized as HIGH RISK-LOW FREQUENCY responses. Due to the low frequency, it is important that members stay proficient with the concepts,

Great Job Firefighter Poth!!!



Dover Fire & Rescue

Firefighter/EMT Cole Poth

equipment and skillsets associated with technical rescue. Consistent training on a regular basis allows muscle memory to develop over time.



Police Department:

Conor Wiley began his career with the Dover Police Department on February 14, 2022. Conor will be working in outreach bureau as a prevention programmer with Dover Youth to Youth. Conor is a Dover native and still lives in the City. He is also a long time member of Dover Youth to Youth to include time as an intern and volunteer while attending college at the University of New England. He has a bachelor's degree in Marine Sciences.



Conor Wiley



Police Social Worker
Kaitlin Jones

Kaitlyn Jones was hired to be the Police Social Worker and is assigned to the Community Response and Engagement Unit. She comes to the Dover Police Department from the Rochester Schools where she was a middle school guidance counselor. She has a Master's Degree in Social Work from Bridgewater State University. Kaitlin is a Dover native and currently lives in the city with her husband and her two children.

From January 31 through February 4, Officer David Anderson attended a 40-hour course on crime scene processing. This workshop consisted of processing evidence for latent prints and/or documenting and recovering footwear and tire track evidence at crime scenes. Blood evidence was also discussed. Officer Anderson is a member of the agency's Crime Scene Unit.

During the month of February, Animal Control Officer Kathy Ladisheff attended a series of webinars to receive in service credit in professional development. These included:

- "How to Garner Support for and Run a Successful TNR Program" This program discussed feral cat populations and how Train/Neuter/Release programs are effective for feral cat colonies.
- "A Deeper Dive into Renesting and Reuniting Birds" This program covered how to reunite nestling and juvenile birds.
- "Understanding the Link between Animal Abuse and Other Human Crimes" This program discussed how animal cruelty is often tied to other serious crimes. The FBI now categorizes these cases into their reporting system.
- "Opioids, Animal Welfare and K9 Safety" This program covered opioids in detail, the abuse of opioids, and how this impacts pets and law enforcement dogs.
- "Connecting the Dot in Criminal Justice" This program explored the link between animal cruelty and child maltreatment, domestic violence, and elder abuse.
- "Drowning in Dogs, Cats and Horses" This program covered animal hoarding cases, and included tips for preparing and investigating these types of cases.
- "Preparing for Court: Tips for Effective Testimony about Animal Crimes". For the ACO or cruelty investigator, this webinar provided tips on case preparation and courtroom testimony.

On February 15, Lieutenant John Tarmey and Sergeant Chris Plummer attended a webinar entitled "Enhancing & Sustaining Physical/Physiological Performance for the Tactical Officer". This course is designed to help tactical professionals achieve exceptional physical, physiological and mental performance to successfully meet the extreme demands of their duties. Discussion include an integrative approach to enhance and sustain the tactical performance.

On February 15, Detective Timothy Burt attended a webinar entitled “US National Footwear Database System Feasibility”. Course topics included an overview of how the current state of footwear forensics in the US prevents footwear evidence and information from realizing its potential. Discussion also included understanding how the implementation of a national footwear data base system can transform the future of footwear intelligence in the U.S.

On February 15, Officer Derek O’Neil attended a four hour block of Crime Scene Unit training. This training consisted of lab equipment review, truck equipment review, as well as various systems for detecting latent evidence at crime scenes.

On February 17, Officer David Collis and Detective Bryon Lynch attended Glock Instructor Recertification. This one-day course is required every second calendar year to maintain Semi-Automatic Pistol Instructor certification.

On February 17, Detective Timothy Burt attended an online course on the Solemate FPX system. This system combines an extensive footwear reference database with a streamlined search interface for the rapid identification shoe prints discovered at the crime scene. Using techniques of selecting shapes from crime scene prints, users are able to search against a database of over 31,000 individual footwear records to quickly and easily identify the type of footwear capable of producing the suspect mark.

On February 22, Detective Jenna Donais and Officer Christopher Gibbons attended Intoxilyzer 9000 Recertification. This is required every calendar year to maintain certification to conduct breathalyzer testing.

On February 28, Officers David Anderson and Derek O’Neil attended a course in Bloodstain Pattern Documentation. These members of the agency’s Crime Scene Unit were introduced to the concepts behind Bloodstain Pattern Analysis, learned how to recognize common patterns and how to properly document these patterns at crime scenes.

Sergeant Mitrushi attended a virtual seminar on February 8th that focused on law enforcement response to calls involving mental health and suicide. The seminar included a panel discussion with representatives from other law enforcement agencies where they discussed programs and strategies for mental health response issues.

Officer Ryan Anderson, a December graduate of the police academy, continued his field training in the month of February. Officer Morgan Morse has also split her time between field training and required classes as part of the NH law package portion of the full-time NH Police Standards and Training Academy.

Planning & Community Development: Director Benton and hiring committees began reviewing applications for two job postings, one for an Outreach Coordinator and one for City Planner.

Public Library: In February Children's Assistants Karin Mayer-Gottlob and Tina Weinberger attended Mother Goose on the Loose training. MGOL is a method for planning and presenting children's programs that focuses on the WHOLE CHILD and incorporates research-based theories of learning, music, puppets, picture books, nursery rhymes, art, play, and language.

Children's Librarian Patty Falconer attending training in February on the topics of "Family Engagement at Home" and "School and Building a Parent Nation".

Teen and Information Services Librarian Emily Ainaire attended training for our Summer Reading Programs—"Use the 2021 Summer Reading Report to Adapt for Summer 2022". She also attended a three week course called "ACRES: Asking Purposeful Questions" offered by the Maine Mathematics and Science Alliance.

Reference Librarian Carrie Tremblay attended a 2 training sessions in February—"Copyright for Librarians" What You Need to Know" and "PubMed Essentials".

On Feb. 1-4, Information & Technology Librarian Nick Gagnon attended training with the NH Library Carpentries Group which provides education training.

On February 7th & 10th NH Hampshire Harm Reduction Coalition provided informational training for Dover Public Library staff.

On February 17th Library Director, Denise LaFrance, attended PRIMEX training Performance Improvement.

6. Sustainability-Focused Outcomes

“DEVELOP STRATEGIES AND IMPLEMENT PROGRAMS THAT ENCOURAGE THE EFFICIENT USE AND PRESERVATION OF NATURAL RESOURCES BY MUNICIPAL SERVICES AND THROUGHOUT THE COMMUNITY.”

ENVIRONMENTAL * PRESERVATION

Resilience Coordinator Kaspari met with Strafford Regional Planning Commissions Resiliency Subcommittee on February 3rd to plan a round table virtual meeting focused on Energy.

Resilience Coordinator Kaspari moderated a Strafford Regional Planning Round Table Discussion held February 17th focused on Energy with speakers Bill Baber, Dover Energy Commission Chair and Sam Evans-Brown, Director of Clean Energy New Hampshire. The event was well attended and rich discussion ensued between the audience and speakers.

Resilience Coordinator Kaspari attended Risk Management Committee meetings for the Community Power Coalition of New Hampshire on February 4th and February 17th.

Resilience Coordinator Kaspari and Open Lands Committee Chair, Anna Boudreau met with land owners to discuss next steps for a potential conservation easement on their property.

Resilience Coordinator Kaspari attended a plastics reduction meeting where the Ten Towns Toolkit for plastic reduction was debuted on February 7th.

Resilience Coordinator Kaspari met with Alaina Rogers from Stafford Regional Planning Commission on February 9th to discuss collaboration on resiliency initiatives with specific focus being on the Dover equity project.

Resilience Coordinator Kaspari attended a sub-quorum check-in meeting with members of the Climate Forum Planning Committee to discuss details for the upcoming virtual event on April 7th.

Resilience Coordinator Kaspari met with University of New Hampshire student Jayden Matinez on February 15th for an interview regarding water quality issues and related initiatives.

Resilience Coordinator Kaspari attended a full board Community Power Coalition meeting on February 24th focused on how the organization will handle cost sharing allocations between communities.

Resilience Coordinator Kaspari contacted the Children's Museum of New Hampshire with Brianna Group, from the NH division of the Nature Conservancy, to discuss next steps for a proposed oyster garden in the Cochecho river off of Henry Law Park for summer 2022.

Resilience Coordinator Kaspari met with Sarah Tatarczuk on February 8th from the Rockingham Planning Commission to discuss the development of a regional sustainability and resilience program.

Resilience Coordinator Kaspari, met with SAU Business Administrator Limanni to discuss incorporating school meters into the hydro net metering agreement with Standard Power of America, Inc.

Resilience Coordinator Kaspari made progress on the Resilience Plan.

Resilience Coordinator Kaspari met with Community Services Director Storer, Deputy City Attorney Perez and Sergeant Mitrushi on February 10th to discuss potential changes to the City Ordinance that would address the current trash collection issues.

Resilience Coordinator Kaspari wrote a section for the 2022 Energy Commission Report focused on updates and next steps regarding Dover's involvement with the Community Power Coalition of New Hampshire. Kaspari also helped to edit and review other sections of the report which should be available soon.

Director Benton and Resilience Coordinator Kaspari discussed updates to the Wetland Protection District Ordinance with Autumn Scott and Kyle Pimental from Strafford Regional Planning Commission on February 28th.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, March 9, 2022**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Thibodeaux led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Carrier, Deputy Mayor Shanahan, Councilor Cullen, Councilor Hackett, Councilor Hinkel, Councilor Muffett-Lipinski, Councilor Nemeth, Councilor Thibodeaux, and Councilor Williams.

Also Present: City Manager Joyal, City Attorney Wyatt, and City

5. PROCLAMATIONS/AWARDS

Mayor Carrier read a proclamation to the Council regarding Women's History Month.

Mayor Carrier read and presented a proclamation for Carys Fennessey.

6. APPROVAL OF AGENDA

Deputy Mayor Shanahan moved to substitute as a whole Item #12.A.1; seconded by Councilor Hinkel.

Mayor Carrier asked for a vote to approve the Agenda as amended.

Vote: 9/0.

7. PUBLIC HEARINGS

A. CHAPTER 141 – VEHICLES AND TRAFFIC, SECTIONS 18, 49, 51, and 52 SPONSORED BY MAYOR CARRIER BY REQUEST

Mayor Carrier, seeing no one wishing to speak, closed the Public Hearing.

B. ACCEPTANCE OF THE FISCAL YEAR 2023 ACTION PLAN AND THE EXPENDITURES FOR FY22 CDBG ENTITLEMENT FUNDS, FISCAL YEAR 2022 PROGRAM INCOME AND FISCAL YEAR 2023 PROGRAM INCOME SPONSORED BY COUNCILOR CULLEN

Mayor Carrier, seeing no one wishing to speak, closed the Public Hearing.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, March 9, 2022**
Meeting Time: **7:00 pm**

**C. AUTHORIZATION TO ACCEPT AND EXPEND THE NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES 2022 LOCAL SOURCE WATER
PROTECTION GRANT
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
SPONSORED BY MAYOR CARRIER BY REQUEST**

Mayor Carrier, seeing no one wishing to speak, closed the Public Hearing.

**D. ACCEPTANCE OF DRINKING WATER GROUNDWATER TRUST FUND (DWGTF)
GRANT FOR DESIGN OF DOVER-PORTSMOUTH INTERCONNECTION AND
AUTHORIZATION TO EXPEND DWGTF GRANT.
SPONSORED BY MAYOR CARRIER BY REQUEST**

Mayor Carrier, seeing no one wishing to speak, closed the Public Hearing.

**E. AMENDMENT OF FISCAL YEAR 2022 SCHEDULE OF FEES FOR PARKING
PERMIT FEES FOR PORTLAND AVENUE LOT, AND BUSINESS PERMIT FEES FOR
THIRD STREET, FOURTH STREET, AND SCHOOL STREET LOTS.
SPONSORED BY MAYOR CARRIER BY REQUEST**

Mayor Carrier, seeing no one wishing to speak, closed the Public Hearing.

**F. AUTHORIZATION OF ANNUAL APPRAISAL OF REAL ESTATE FOR FISCAL YEAR
2023 (TAX YEAR 2022).
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
(A SECOND PUBLIC HEARING TO BE HELD ON MARCH 23, 2022, WITH CITY
COUNCIL VOTE TO OCCUR ON APRIL 13, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST**

Mayor Carrier, seeing no one wishing to speak, closed the Public Hearing.

8. PUBLIC FORUM

Taxpayers, Business owners, and Residents are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.

Jonathan Otterson, 11 Gladiola Way: He spoke against the proposed School Department's budget.

Sally Staude, 21 Sierra Hill Drive: She spoke against the proposed School Department's budget.

Cliff Blake, 1 Lisa Beth Circle: He spoke in favor of Item 13.B.2.

Mayor Carrier, seeing no one else wishing to speak, closed the Public Forum.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, March 9, 2022**
Meeting Time: **7:00 pm**

9. CITY MANAGER'S REPORT

City Manager Joyal submitted his report in writing. He spoke about the residents on Cornerstone Crossing being attached to the public sewer lines. He said the Library roof project will be commencing in April, which will impact parking in the McConnell Center lot. He spoke about the City's involvement in accepting donations for Ukraine.

Deputy Mayor Shanahan moved to accept the City Manager's Report; seconded by Councilor Hinkel.

Vote: 9/0.

10. APPROVAL OF MINUTES

A. February 23, 2022 – Regular Meeting

B. March 2, 2022 – Workshop Session

Deputy Mayor Shanahan moved to approve the Minutes; seconded by Councilor Muffett-Lipinski.

Vote: 9/0.

11. MAYOR'S REPORT

Mayor Carrier gave an overview of the events and meetings he has attended.

Deputy Mayor Shanahan moved to accept the Mayor's Report; seconded by Councilor Thibodeaux.

Vote: 9/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2ND READING

1. CHAPTER 141 – VEHICLES AND TRAFFIC, SECTIONS 18, 49, 51, and 52 SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Muffett-Lipinski. Parking Manager Simons answered questions regarding the Ordinance to the Council.

Roll Call Vote: 9/0.

B. ORDINANCES IN THE 3RD READING



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, March 9, 2022**
Meeting Time: **7:00 pm**

C. RESOLUTIONS

1. ACCEPTANCE OF THE FISCAL YEAR 2023 ACTION PLAN AND THE EXPENDITURES FOR FY22 CDBG ENTITLEMENT FUNDS, FISCAL YEAR 2022 PROGRAM INCOME AND FISCAL YEAR 2023 PROGRAM INCOME
SPONSORED BY COUNCILOR CULLEN

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Thibodeaux
Community Development Planner Carpenter answered questions regarding the Resolution to the Council.

Roll Call Vote: 8/0. Councilor Hackett recused herself.

2. AUTHORIZATION TO ACCEPT AND EXPEND THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES 2022 LOCAL SOURCE WATER PROTECTION GRANT
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Nemeth.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 9/0.

3. ACCEPTANCE OF DRINKING WATER GROUNDWATER TRUST FUND (DWGTF) GRANT FOR DESIGN OF DOVER-PORTSMOUTH INTERCONNECTION AND AUTHORIZATION TO EXPEND DWGTF GRANT.
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Hackett.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 9/0.

4. AMENDMENT OF FISCAL YEAR 2022 SCHEDULE OF FEES FOR PARKING PERMIT FEES FOR PORTLAND AVENUE LOT, AND BUSINESS PERMIT FEES FOR THIRD STREET, FOURTH STREET, AND SCHOOL STREET LOTS.
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Thibodeaux.
City Manager Joyal gave an overview of the Resolution to the Council.
Roll Call Vote: 9/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, March 9, 2022**
Meeting Time: **7:00 pm**

**5. AUTHORIZATION OF ANNUAL APPRAISAL OF REAL ESTATE FOR FISCAL YEAR 2023 (TAX YEAR 2022).
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL.)
(REFER TO A SECOND PUBLIC HEARING TO BE HELD ON MARCH 23, 2022, WITH CITY COUNCIL VOTE TO OCCUR ON APRIL 13, 2022.)
SPONSORED BY MAYOR CARRIER BY REQUEST**

Deputy Mayor Shanahan moved to refer to a public hearing on March 23, 2022; seconded by Councilor Thibodeaux.
Vote: 9/0.

13. NEW BUSINESS

A. CONSENT CALENDAR

**1. B22033 TIRES AND RELATED SERVICE
SPONSORED BY MAYOR CARRIER BY REQUEST**

COMMITTEE REPORTS

- | | |
|---|--|
| 1. School Board (Muffett-Lipinski) | 16. Ordinance Committee (Shanahan) |
| 2. Planning Board (Cullen) | 17. Parking Commission (Hinkel) |
| 3. Appointments Committee (Williams) | 18. Pool Advisory Committee (Hackett) |
| 4. Arena Commission (Hackett) | 19. Racial Equity and Inclusion Ad-Hoc Committee (Nemeth) |
| 5. Arts Commission (Nemeth) | 20. Recreation Advisory Board (Shanahan) |
| 6. Board of Health (Thibodeaux) | 21. Solid Waste Advisory Commission (Muffett-Lipinski) |
| 7. Collaborative City Council and School Board (M-Lipinski) | 23. Transportation Advisory Commission (Williams) |
| 8. Conservation Commission (Williams) | 24. Waterfront TIF Advisory Board (Shanahan) |
| 9. Downtown TIF Advisory Board (Hinkel) | 25. Joint Building Committee – DHS (Carrier) |
| 10. Energy Commission (Thibodeaux) | 26. COAST (Shanahan) |
| 11. Graffiti Management Ad Hoc Committee (Nemeth) | 27. Coheco Waterfront Development Advisory Committee (Carrier) |
| 12. Heritage Commission (Nemeth) | 28. Dover Main Street (Carrier) |
| 13. Legislative Liaison (Shanahan) | 29. Strafford Regional Planning Commission (Williams) |
| 14. Library Board of Trustees (Thibodeaux) | 30. Government Affairs (Carrier) |
| 15. McConnell Center Advisory Committee (Thibodeaux) | |

Deputy Mayor Shanahan moved for the adoption of the Consent Calendar; seconded by Councilor Hinkel.

City Manager Joyal gave an overview of Item 13.A.1. to the Council.

Roll Call Vote: 9/0.

Councilor Muffett-Lipinski gave an overview of the School Board Report to the Council.

Councilor Cullen gave an overview of the Planning Board Report to the Council.

Councilor Williams gave an overview of the Appointments Committee Report to the Council, and recommended the following appointments:

Change in Status – alternate to regular member:

Alicia Rooney – Recreation Advisory Board

Appointment:

John O'Connor – Recreation Advisory Board – alternate member

Reappointments:

Jason Aube – Conservation Commission

Gina Cruikshank – Planning Board



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, March 9, 2022**
Meeting Time: **7:00 pm**

Jeffrey Spires – Heritage Commission

Mayoral Reappointment:

Sean O'Connell - Dover Business and Industrial Development Authority

Deputy Mayor Shanahan moved to accept the Appointments Committee Report; seconded by Councilor Hinkel.

Vote: 9/0.

Councilor Hinkel gave an overview of the Downtown Dover TIF Advisory Board to the Council.

Councilor Thibodeaux gave an overview of the Energy Commission Report to the Council.

B. RESOLUTIONS

1. CONDEMNING RUSSIA'S INVASION OF UKRAINE AND EXPRESSING SUPPORT FOR UKRAINE

SPONSORED BY MAYOR CARRIER

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Nemeth.

Councilor Cullen explained why he was opposed to the Resolution. He believed in the sentiment, but felt the Council should only work on issues directly related to the City.

Roll Call Vote: 8/1; Passed. Councilor Cullen was opposed.

2. DECLARING DECEMBER 26th AS ANNUAL AS DOVER MILL GIRLS RECOGNITION DAY

SPONSORED BY COUNCILOR NEMETH

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Hackett.

Councilor Nemeth gave an overview of the Resolution to the Council.

Vote: 9/0.

3. ESTABLISHMENT OF THE BEVERLY O'BRIEN SCHOLARSHIP TRUST FUND

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved for its adoption; seconded by Councilor Hackett.

Roll Call Vote: 9/0.

4. ACCEPTANCE OF DONATION FROM DOVER ROTARY CLUB FOR THE SKATEPARK PROJECT

(TO BE REFERRED TO A PUBLIC HEARING ON MARCH 23, 2022.)

SPONSORED BY MAYOR CARRIER BY REQUEST

Deputy Mayor Shanahan moved to refer to a public hearing on March 23, 2022; seconded by Councilor Muffett-Lipinski.

Vote: 9/0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, March 9, 2022**
Meeting Time: **7:00 pm**

15. COUNCIL MATTERS OF INTEREST

Councilor Williams thanked Durham and their election decision to remove the Mill Pond Dam to open up the waterways. She said this along with Sawyer Mill Dam in Dover and the Great Dam Exeter will improve Great Bay.

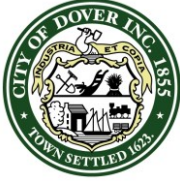
Councilor Thibodeaux said she will have her Coffee with a Councilor on Saturday.

Mayor Carrier talked about the Dover Main Street Race.

Deputy Mayor Shanahan said he has taken on the role to facilitate of meeting to talk about a holiday parade.

16. ADJOURN

Councilor Muffett-Lipinski moved to adjourn; seconded by Councilor Thibodeaux.
Vote: 9/0.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2022.03.09 – 058**

Resolution Re: Acceptance of Donation from Dover Rotary Club for the Skatepark Project

WHEREAS: The Dover Rotary Club is seeking to donate in the total value amount of \$30,000, of which \$17,027.10 representing a shelter structure kit that the Dover Rotary Club is purchasing and the remaining \$12,972.90 reserved for the shelter structure and related sitework and beautification to the City of Dover Recreation Department; and

WHEREAS: The structure will be 14' x 18' treated pine gable ramada with walnut tone stain/sealer and rustic cedar asphalt shingles; and

WHEREAS: In adhering to the requirements established per NH RSA 31:95-b, authorization to accept unanticipated funds for eligible uses and NH RSA 31:95-e acceptance of personal property donated to City, City Council approval is required; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

In accordance with RSA 31:95-b and 31:95-e the City Manager is authorized to accept and expend the Dover Rotary Club donation of property and funds allocated for use by the City of Dover Recreation Department as appropriated for said purposes. Upon receipt of the donation or any amendments thereto, the amount of the donation is hereby appropriated. The City Council, in a majority vote, accepts the terms and requirements of the donation and authorizes the City Manager to sign all necessary paperwork for the donation.

AND, FURTHER BE IT RESOLVED THAT:

In expending funds for eligible uses identified in the Dover Rotary Club donation, the Purchasing Agent is hereby authorized to issue Purchase Orders as set forth in the duties and responsibilities of Dover Code Chapter V, Purchasing Procedure. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Orders authority herein. The amount of this authorization shall be limited so as not to exceed available funding.

THIS RESOLUTION REQUIRES A PUBLIC HEARING WITH SEVEN DAYS NOTICE IN NEWSPAPER AND A TWO-THIRDS MAJORITY TO ADOPT PURSUANT TO DOVER CHARTER C6-6.

Financing

Account	Description	Appropriation	Balance
TBD	Dover Rotaty Club Skatepark Shelter	30,000.00	30,000.00



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2022.03.09 – 058**

Resolution Re: Acceptance of Donation from Dover Rotary Club for the Skatepark Project

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal: Joshua Wyatt
Form and Compliance: City Attorney

Recorded by: Susan Mistretta
City Clerk

DOCUMENT HISTORY:

First Reading Date: 03/09/2022

Public Hearing Date: 03/23/2022

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The Dover Recreation Department seeks the approval of accept the of donation from Dover Rotary Club for the Skatepark Project. Rotary's total donation is \$30,000, with \$17,027.10 representing the shelter structure kit that the Rotary is purchasing and the remaining \$12,972.90 to be set up for the shelter structure and related site work & beautification.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2022.03.23 – 059**

Resolution Re: B21067 Central Avenue North Water Improvements –
Additional Scope of Work #3

WHEREAS: A sealed Request for Bid #B21067 was issued and received for the Central Avenue North Water Improvements project on May 13, 2021 at 2:00 PM. A mandatory pre-bid meeting was held on April 27, 2021 at 9:00 AM with seven vendors in attendance; and

WHEREAS: Three bids were received with the lowest responsive and responsible bid being submitted by N. Granese & Sons, Inc. of Salem, NH in the total amount of \$2,307,450.00 which was approved via council resolution [R-2021.06.23-110](#); and

WHEREAS: Additional Scope of Work #3 was requested and received to perform a full curb-to-curb pavement overlay of Central Avenue North in the amount not to exceed \$50,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a purchase order to N. Granese & Sons, Inc. of Salem, NH for the Central Avenue North Water Improvements, Additional Scope of Work #3 to perform a full curb-to-curb pavement overlay of Central Avenue North in the amount not to exceed \$50,000.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

The amount of this authorization shall be limited so as not to exceed available funding.

Account	Description	Appropriation	Balance	Charge
1009.1.300.43121.4715.00000.21	Land Improvements	1,756,619.00	1,183,706.94	32,000.00
5320.1.300.43250.4757.04530.23	Utility Systems	162,240.00	162,240.00	18,000.00
			Total	50,000.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal: Joshua Wyatt
Form and Compliance: City Attorney

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2022.03.23 – 059**
Resolution Re: B21067 Central Avenue North Water Improvements –
Additional Scope of Work #3

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The project involves construction of a new 16-inch Ductile Iron water main from Glenwood Avenue to Abby Sawyer Drive (approximately 2,800 feet) and a new 12-inch Ductile Iron main from Lowell Avenue to the Wentworth Douglas Hospital (approximately 400 feet). The project is intended to replace an 1880's vintage cast-iron water main that is outdated, undersized, and in critical need of repair. This serves as the critical water main feed to the northerly part of the City, including Wentworth Douglas Hospital. General work includes the following, but is not limited to: Maintenance of the existing potable water system to provide uninterrupted flow to businesses and residents wherever possible; maintenance and protection of all other utilities throughout construction; maintenance of traffic and maintenance of roadways, driveways and trenches; piping modifications where necessary to connect to existing systems; roadway and pavement restorations; and complete restoration of all properties both public and private to be performed continuously as the work progresses.

The bid submitted by N. Granese & Sons, Inc. of Salem, NH in the total amount of \$2,307,450.00 was approved via council resolution [R-2021.06.23-110](#).

Additional Scope of Work #1 was approved for emergency repairs of water main breaks at 39 Hough Street on 9/29/2021 in the amount of \$25,461.64 to be funded through a reduction to contingency. No change to total contract price.

Additional Scope of Work #2 was approved for additional work, including the air release & precast manhole, 8" DI sewer & force main at Papa Gino's, and an applied field credit in the net amount of \$48,085.99 to be funded through a reduction to contingency. No change to total contract price.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R – 2022.03.23 – 059**

Resolution Re: B21067 Central Avenue North Water Improvements –
Additional Scope of Work #3

Additional Scope of Work #3 is being requested by the City to perform a full curb-to-curb pavement overlay of Central Avenue North in the amount not to exceed \$50,000.00. New contract total \$2,357,450.00.

Bid Information:

A sealed Request for Bid #B21067 was issued and received for the Central Avenue North Water Improvements project on May 13, 2021 at 2:00 PM. A mandatory pre-bid meeting was held on April 27, 2021 at 9:00 AM with seven vendors in attendance.

Award Information:

A purchase order will be issued to N. Granese & Sons, Inc. to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	416	Number of Responses:	3
Warranty:	Per Manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	Until Completed	Estimated Delivery:	2022
Recommended Award to:	N. Granese & Sons, Inc.	Fund:	CIP/Water
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation.

[B21067 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2022.03.23 – 060**

Resolution Re: **B22040 HVAC Preventive Maintenance & Repair Services**

WHEREAS: A sealed Request for Proposal #B22040 was issued and received on March 14, 2022 at 2:00 p.m. for Heating, Ventilation and Air Conditioning (HVAC) Preventive Maintenance and Repair Services for a one-year agreement effective April 1, 2022 with the potential for subsequent annual renewals. A mandatory pre-proposal meeting was held on March 1, 2022 at 10:00 a.m. with two firms attending; and

WHEREAS: The City received two bid replies which were reviewed for necessary experience, organization, technical and professional qualifications, project understanding, approach, ability to comply with proposed or required time of completion or performance, possession of a satisfactory record of performance, as well as cost; and

WHEREAS: The proposal deemed most advantageous to the City and lowest bid was submitted by Siemens Industry, Inc. for an annual preventive maintenance program in the amount of \$110,255.00, an annual mechanical maintenance for automated controls in the amount of \$20,704.00, and software and firmware updates in the amount of \$8,688.00; and

WHEREAS: It is the recommendation to accept the proposal submitted by Siemens Industry, Inc. of Scarborough, ME in the total bid amount of \$139,647.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a purchase order to Siemens Industry, Inc. of Scarborough, ME for HVAC Preventive Maintenance and Repair Services in the total amount not to exceed \$139,647.00 and for as-needed repair services at hourly rates provided in conjunction with bid #B22040. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance	Charge
1000.1.300.43180.4431.00000.00	F&G - Maint. Chrgs-Blg	141,822.00	137,961.14	127,173.12
1000.1.210.42170.4433.00000.00	Police-Maint. Chrgs-Equip.	16,840.00	14,105.30	12,473.88
			Total	139,647.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance: Joshua M. Wyatt
City Attorney

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2022.03.23 – 060**

Resolution Re: B22040 HVAC Preventive Maintenance & Repair Services

DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The City of Dover requested proposals from qualified vendors to service and maintain Heating, Ventilation and Air Conditioning (HVAC) equipment at various locations in the City and to provide all required equipment, materials, tools, labor and supervision. The Request for Proposal (RFP) requested the total annual cost for preventive maintenance and mechanical maintenance for automated controls and updates, as well as hourly labor rates and parts' discounts for materials and product.

The proposal deemed most advantageous to the City and lowest bid was submitted by Siemens Industry, Inc. for an annual preventive maintenance program in the amount of \$110,255.00, an annual mechanical maintenance for automated controls in the amount of \$20,704.00, and software and firmware updates in the amount of \$8,688.00. The hourly rates for as-needed and as requested repair services are as follows.

Hourly rate, 8 a.m. – 4 p.m., weekday

Mechanic - \$136.00/Hour

Specialist - \$156.00/Hour

Weekday after hours and Saturdays

Mechanic - \$204.00/Hour

Specialist - \$234.00/Hour

Sundays and Holidays

Mechanic - \$272.00/Hour

Specialist - \$312.00/Hour



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2022.03.23 – 060**

Resolution Re: B22040 HVAC Preventive Maintenance & Repair Services

The Director of Community Services, along with the City's Facilities Project Manager, thoroughly reviewed the proposals and agreed to proceed with a recommendation to award to Siemens Industry, Inc. Siemens Industry, Inc. has been the City's service provider the previous five years and the City has been satisfied with their work.

Bid Information:

A sealed Request for Proposal #B22040 was issued and received for HVAC Preventive Maintenance and Repair Services on March 14, 2022 at 2:00 p.m.

Award Information:

A purchase order will be issued to Siemens Industry, Inc. to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	138	Number of Responses:	2
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	One Year	Estimated Delivery:	N/A
Recommended Award to:	Siemens Industry, Inc.	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation.

[B22040 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2022.03.23 – 061**
Resolution Re: B22042 Pavement Markings

WHEREAS: A sealed Request for Proposal #B22042 was issued and received for Pavement Markings on March 1, 2022 at 2:00 p.m. Submitted rates will hold for one year beginning April 15, 2022 and may be negotiated for two optional additional one-year extensions with increases, if any, not to exceed 5% annually; and

WHEREAS: One bid response was received and reviewed for necessary professional qualifications, experience, understanding of project scope, possession of a satisfactory record of performance, as well as cost. The bid meeting the selection criteria was submitted by K5 Corporation of Rockland, MA, a vendor that the City has worked with previously; and

WHEREAS: It is the recommendation to accept the proposal submitted by K5 Corporation of Rockland, MA in the total bid amount of \$112,518.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a purchase order to K5 Corporation of Rockland, MA for Pavement Markings at rates provided in conjunction with bid #B22042 in the total amount not to exceed \$112,518.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance	Charge
1000.1.300.43121.4432.00000.00	Streets-Maint Chrgs-Improv o/t Buildings	250,457.00	170,928.00	112,518.00
Total				112,518.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance: Joshua Wyatt
City Attorney

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2022.03.23 – 061**
Resolution Re: B22042 Pavement Markings

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The City of Dover, NH requested bids for pavement line painting throughout the City. This project involves installation of reflectorized paint pavement markings at various locations throughout the City. The type of markings required under this contract will include work which normally cannot be placed by use of a truck mounted system. The work shall consist of short lines for traffic delineation and parking stalls, and various symbols, words, arrows or other logos as required. Initial application shall include all markings described in the contract specifications with a targeted completion date of June 30, 2022 and a final contract completion date of December 31, 2022.

While there were numerous invitations issued, only K5 Corporation submitted a proposal to this recent solicitation. Several requests were made following the bid opening to those vendors not responding with responses ranging from oversight and missing the invite to too much Epoxy work so declined to bid. To note, there were only two bidders responding to this solicitation previously bid in 2019.

The City is seeing an increase in cost in this service area due to the shortage of product, as well as product price increases. K5 Corporation is confident that they have product to fulfill the City's contract. The City also reached out to both the NH DOT District 6 Operations Department, and the State NH DOT Traffic Bureau. They do not have assistance available, and have been outsourcing line striping and painting as part of their contracted services. They also shared that they are seeing similar material cost increases, problems actually getting product, and that their contractors are having a hard time keeping their striping crews staffed.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.3.

Resolution Number: **R – 2022.03.23 – 061**
Resolution Re: B22042 Pavement Markings

The Director of Community Services thoroughly reviewed the proposal and agreed to proceed with a recommendation to award to K5 Corporation. K5 Corporation has been the City's service provider the previous three years and the City has been satisfied with their work.

Bid Information:

A sealed Request for Proposal #B22042 was issued and received for Pavement Markings on March 1, 2022 at 2:00 p.m.

Award Information:

A purchase order will be issued to K5 Corporation to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	110	Number of Responses:	1
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	One Year	Estimated Delivery:	12/31/2022 (final contract completion date)
Recommended Award to:	K5 Corporation	Fund:	Operating - Streets
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation.

[B22042 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2022.03.23 – 062**
Resolution Re: B22043 ReflectORIZED Pavement Lines

- WHEREAS: A sealed Request for Proposal #B22043 was issued and received for ReflectORIZED Pavement Lines on March 1, 2022 at 2:30 p.m. Submitted rates will hold for one year beginning April 15, 2022 and may be negotiated for two optional additional one-year extensions with increases, if any, not to exceed 5% annually; and
- WHEREAS: In an effort to obtain better pricing, the City of Somersworth joined the City of Dover in this cooperative purchasing opportunity. One bid was received, meeting specifications for both cities, from K5 Corporation of Rockland, MA, who has been the provider of these services for the past three years. The City of Dover requested pricing for 990,000 linear feet (LF) of 4" wide pavement lines and received a rate of \$0.059 per (LF); and
- WHEREAS: It is the recommendation to accept the proposal submitted by K5 Corporation of Rockland, MA in the total bid amount of \$58,410.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a purchase order to K5 Corporation of Rockland, MA for ReflectORIZED Pavement Lines at rates provided in conjunction with bid #B22043 in the total amount not to exceed \$58,410.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

The amount of this authorization shall be limited so as not to exceed available funding.

Financing				
Account	Description	Appropriation	Balance	Charge
1000.1.300.43121.4432.00000.00	Streets-Maint Chrgs-Improv o/t Buildings	250,457.00	170,928.00	58,410.00
			Total	58,410.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance: Joshua Wyatt
City Attorney

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2022.03.23 – 062**
Resolution Re: B22043 Reflectorized Pavement Lines

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The City of Somersworth joined the City of Dover in a cooperative bid opportunity requesting proposals for reflectorized pavement line painting throughout both cities. Potential vendors were asked to submit a proposal for one or both cities and each city was each reserved the right to select separate vendors or select one vendor for both cities, whichever method deemed most advantageous.

Estimated linear footage throughout the City of Dover where center line, reflectorized, pavement marking services are required is approximately 990,000 linear feet (LF). The City of Somersworth indicated an estimated amount of 290,173 LF. The City of Dover will enter into its own agreement and insurance certificates with K5 Corporation. The City of Somersworth is also recommending to proceed with services provided by K5 Corporation to their finance committee.

The type of markings required under this contract will include work which is applied with an atomizing spray-type striping machine equipped with an automatic paint stripe controller having skip-line capability to place broken lines. The work shall consist of, but is not limited to, installation of center line and edge line markings, as well as include all single broken lines, lane lines, turn lane tapers, etc. Initial application shall include all markings described in the contract specifications with a targeted completion date of June 30, 2022 and a final contract completion date of December 31, 2022.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.4.

Resolution Number: **R – 2022.03.23 – 062**
Resolution Re: B22043 Reflectorized Pavement Lines

While there were numerous invitations issued, only K5 Corporation submitted a proposal to this recent solicitation. Several requests were made following the bid opening to those vendors not responding with responses ranging from oversight and missing the invite to too much Epoxy work so declined to bid. To note, there were only two bidders responding to this solicitation previously bid in 2019.

The City is seeing an increase in cost in this service area due to the shortage of product, as well as product price increases. K5 Corporation is confident that they have product to fulfill the City's contract. The City also reached out to both the NH DOT District 6 Operations Department, and the State NH DOT Traffic Bureau. They do not have assistance available, and have been outsourcing line striping and painting as part of their contracted services. They also shared that they are seeing similar material cost increases, problems actually getting product, and that their contractors are having a hard time keeping their striping crews staffed.

The Director of Community Services thoroughly reviewed the proposal and agreed to proceed with a recommendation to award to K5 Corporation. K5 Corporation has been the City's service provider the previous three years and the City has been satisfied with their work.

Bid Information:

A sealed Request for Proposal #B22043 was issued and received for Reflectorized Pavement Lines on March 1, 2022 at 2:30 p.m.

Award Information:

A purchase order will be issued to K5 Corporation to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	110	Number of Responses:	1
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	One Year	Estimated Delivery:	12/31/2022 (final contract completion date)
Recommended Award to:	K5 Corporation	Fund:	Operating - Streets
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation.

[B22043 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2022.03.23 – 063**
Resolution Re: B22049 Construction Equipment Rental

- WHEREAS: A sealed Request for Proposal #B22049 was issued and received for Construction Equipment Rentals on March 16, 2022 at 1:00 p.m.; and
- WHEREAS: Rental rates will hold for the 2022 construction season effective April 1, 2022, and may be negotiated for two additional one-year extensions with increases, if any, to not exceed the Consumer Price Index (Boston). Vendors will be utilized on an as-needed basis, depending upon equipment type, availability and the need for timely assistance on various projects throughout the City; and
- WHEREAS: The City received six responses meeting specifications for both different and similar types of construction equipment with varying hourly rates. The list of vendors is outlined in the background section of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue purchase orders to each of the vendors identified in the background section of this resolution for Construction Equipment Rentals on an as-needed basis at rates provided in conjunction with Bid #B22049. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
xxxx.x.300.xxxxx.4443.xxxxx.xx	CS Equipment Rental	111,213	30,145
xxxx.x.300.xxxxx.4715.xxxxx.xx	CIP Land Improvements	13,882,047	8,534,852
5320.1.300.43250.4432.00000.00	CS-Sewer-Maintenance Charges	45,114	22,136

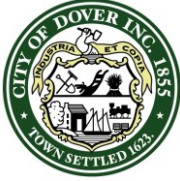
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance: Joshua Wyatt
City Attorney

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2022.03.23 – 063**

Resolution Re: B22049 Construction Equipment Rental

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R – 2022.03.23 – 063**

Resolution Re: B22049 Construction Equipment Rental

RESOLUTION BACKGROUND MATERIAL:

The bids meeting specifications were submitted for both different and similar types of construction equipment with varying hourly rates by six vendors as listed below.

ATS Equipment, Inc. of Candia, NH
Bob Sherwood Landscape Co., LLC of Dover, NH
Dale R. Sprague Construction Co., Inc. of Somersworth, NH
MacKinnon & Sons Excavating, LLC of Lebanon, ME
Norman R. Gagnon Construction of Rollinsford, NH
S.U.R. Construction, Inc. of Rochester, NH

Rental rates will hold for the 2022 construction season effective April 1, 2022, and may be negotiated for two additional one-year extensions with increases, if any, to not exceed the Consumer Price Index (Boston).

Bid Information:

A sealed Request for Proposal #B22049 was issued and received for Construction Equipment Rentals on March 16, 2022 at 1:00 p.m.

Award Information:

A purchase order will be issued on an as-needed basis to vendors selected to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	122	Number of Responses:	6
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	One Year	Estimated Delivery:	As-Needed
Recommended Award to:	Various as identified in this resolution.	Fund:	Various
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation.

[B22049 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2022.03.23 – 064**

Resolution Re: B22064 Electrical Supplies and Devices - State of NH
Contract with Northeast Electrical Distributors

WHEREAS: There are several State of New Hampshire contract pricing schedules available for municipal use with various vendors that participate. Northeast Electrical Distributors in Dover, NH is an authorized vendor with the State of New Hampshire under Contract No. 8002296 or electrical supplies and devices with whom the City does a significant amount of business; and

WHEREAS: Northeast Electrical Distributors offers various discounts between 15% - 90% that are applied to the manufacturers trade price list where any non-profit, county, city, town, school district or any other governmental organization is eligible to participate. The City has been very pleased with the availability, service and pricing structure offered by this vendor; and

WHEREAS: The discounted pricing schedule for Northeast Electrical Distributors is May 1, 2021 through April 30, 2023 for electrical supplies and devices, it seems to be financially prudent for the City to take advantage of the discounts that shall remain firm for the entire term of the contract; and

WHEREAS: The City received a proposal in the amount of \$34,060.00 from Northeast Electrical Distributors to provide lighting system supplies for the new skatepark; and

WHEREAS: Per 5-29B, Exemptions to Competitive Bidding of the Dover Purchasing Procedure, the Purchasing Agent may, with approval of the City Manager, waive bidding procedures when purchasing through the State of New Hampshire or at State bid prices.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a Purchase Order to Northeast Electrical Distributors of Dover, NH for the purchase of lighting system supplies for the new skatepark in the amount of \$34,060.00, as well as to purchase as-needed electrical supplies and devices at discounted rates under State of NH Contract No. 8002296. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance	Charge
4022.1.350.45220.4741.05201.22	Park Infrastr. Replace/Maint	75,000.00	39,029.70	34,060.00
xxxx.1.xxx.xxxxx.4652.xxxxx.xx	Maint Supplies-Improv o/t Buil	409,839.00	102,952.00	As needed
xxxx.1.xxx.xxxxx.4651.xxxxx.xx	Maint Supplies-Buildings	72,444.00	16,851.04	As needed
				Total 34,060.00



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2022.03.23 – 064**

Resolution Re: B22064 Electrical Supplies and Devices - State of NH
Contract with Northeast Electrical Distributors

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal: Joshua Wyatt
Form and Compliance: City Attorney

Recorded by: Susan Mistretta
City Clerk

DOCUMENT HISTORY:

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2022.03.23 – 064**

Resolution Re: B22064 Electrical Supplies and Devices - State of NH
Contract with Northeast Electrical Distributors

RESOLUTION BACKGROUND MATERIAL:

There are several State of New Hampshire contract pricing schedules available for municipal use with various vendors that participate. Northeast Electrical Distributors of Dover, NH is an authorized vendor with the State of New Hampshire, contract #8002296 for electrical supplies and devices with whom the City does a significant amount of business.

The City has been very pleased with the availability, service and pricing structure offered by this vendor and wishes to continue with their current discounted pricing schedules. The pricing and terms and conditions are extended to non-profits, counties, cities, towns, school districts, special district or precinct, or any other governmental organization, but does not lock them into only purchasing from Northeast Electrical Distributors.

While City expenditures have not previously exceeded \$25,000.00 on an annual basis, the City received a proposal to provide lighting system supplies for the new skatepark in the amount of \$34,060.00.

The new Skatepark at Guppey Park is under construction and is planned to be open in 2022 will be a state of the art facility and available for use throughout the year during park hours. The park use will overlap daylight and evening hours where the ability to safely utilize the area will require lighting to be available. The park design was reviewed by lighting engineers from Northeast Electrical and they provided a plan for LED lighting consistent with industry standards and codes. The plan also includes a computerized control system so that the level and schedule of lighting can be programmed so that non park hours will only have security level lighting. The purchase of the lighting system at this time will allow the project to move ahead without delay this spring and summer.

Per 5-29B Exemptions to Competitive Bidding of the Dover Purchasing Procedure, the Purchasing Agent may, with approval of the City Manager, waive bidding procedures when purchasing through the State of New Hampshire or at State bid prices.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

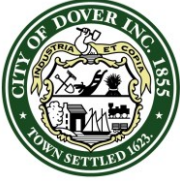
Agenda Item#: 13.A.6.

Resolution Number: **R – 2022.03.23 – 064**
Resolution Re: B22064 Electrical Supplies and Devices - State of NH
Contract with Northeast Electrical Distributors

PURCHASING INFORMATION:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	N/A	Number of Responses:	N/A
Warranty:	Per Manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes/State of NH
Prices will hold for:	Through 06/30/2023	Estimated Delivery:	As needed
Recommended Award to:	Northeast Electrical Distributors	Fund:	Various
Other Approvals Required:	State of NH Contract No. 8002296, approved 5/1/2021-4/30/2023	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	5-29B. Waive Competitive Bidding, purchasing through State of NH Contract and purchase to exceed the \$25,000 amount requiring Council approval.

[B22064 - State of NH Contracts](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R - 2022.03.23 – 065**

Resolution Re: Authorizing Dover400's Use of the City Hall Auditorium
for New Year's Eve on December 31, 2022

WHEREAS: As part of the upcoming events for the City of Dover's 400th anniversary, the non-profit organization Dover400 has requested exclusive use of the City's auditorium in City Hall for the "First of the 400th Gala" to be held on December 31, 2022, beginning at 6 p.m. and ending by January 1, 2023 at 1 a.m.; and

WHEREAS: There is no prohibition on such use of City Hall in [Dover Code § 29-7](#); and

WHEREAS: [Dover Code § 105-4\(C\)](#) states that no person shall, without the City's written permission, consume, sell or dispense any alcoholic beverages in any City-owned building.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

Subject to entering into a written agreement concerning the use of the auditorium, including appropriate insurance and indemnity requirements deemed advisable by the City Manager, Dover 400's request to exclusively use the City's auditorium in City Hall for the "First of the 400th Gala" to be held on December 31, 2022, from 6 p.m. to 1 a.m. on January 1, 2023, is hereby approved. This resolution shall authorize the City Manager to provide the City's written permission for Dover400 and/or its caterer to sell and serve, and for the attendees to consume, alcoholic beverages at the aforesaid event, subject to any other applicable requirements of law. Any use fee otherwise due from Dover400 is hereby waived.

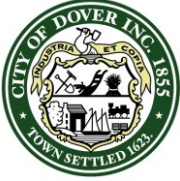
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance: Joshua M. Wyatt
City Attorney

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R - 2022.03.23 – 065**

Resolution Re: Authorizing Dover400's Use of the City Hall Auditorium
for New Year's Eve on December 31, 2022

DOCUMENT HISTORY:

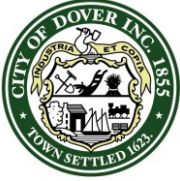
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

Dover400 is a non-profit created as the successor to the Dover 400th Committee. The "First of the 400th Gala" is intended to kick off the events celebrating Dover's 400th anniversary. The event includes a live band and dancing. Attendees will be required to pay to attend the gala, though Dover400 intends to set the admission fee to cover costs. The event will be catered by Mezzanine Catering, who will be providing a cash bar. Dover400 has indicated that it intends to stop serving alcohol before midnight, though attendees may continue to consume already-served alcohol until 1 a.m.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R - 2022.03.23 – 066**

Resolution Re: Approval of Bellamy Park Building Lease with Breakin'
Chains Disc Golf Supplies, LLC

WHEREAS: Breakin' Chains Disc Golf Supplies, LLC has requested to enter into another three (3) year lease agreement with the City of Dover regarding the operation of a disc golf supplies business, together with option by the lessee to renew the lease for three (3) years; and

WHEREAS: The location of the leased premises is to be at the Bellamy Park Building, Knox Marsh Road, first floor, which contains 481 square feet; and

WHEREAS: Other terms of the proposed lease are included with the proposed lease attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The City Manager is authorized to sign a lease with Breakin' Chains Disc Golf Supplies, LLC for a term of three (3) years with the option to renew for an additional three (3) years.

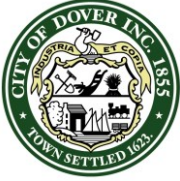
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance: Joshua M. Wyatt
City Attorney

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R - 2022.03.23 – 066**

Resolution Re: Approval of Bellamy Park Building Lease with Breakin'
Chains Disc Golf Supplies, LLC

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The City of Dover leases space at the Bellamy Park Building. See proposed draft lease attached. The current lessee has an option to renew the lease, but the lessee is also requesting that the new lease contain another three-year option. In addition, in the proposed lease accompanying this resolution the rent in the months of December, January, February and March increase by \$50 per month.



CITY OF DOVER

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LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between:

LESSOR: **CITY OF DOVER, NEW HAMPSHIRE**, a New Hampshire municipality ("Lessor");

and

LESSEE: **BREAKIN' CHAINS DISC GOLF SUPPLIES, LLC**, a New Hampshire limited liability company with a mailing address of 373 South Willow Street D 1-7, Manchester, New Hampshire 03103 ("Lessee").

IN CONSIDERATION of the payment of rent and other charges and the covenants and conditions set forth in the following Lease, Lessor and Lessee hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1 Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the following described premises in Dover, New Hampshire:

Space consisting of approximately four hundred eighty one (481) square feet (the "Leased Premises"), on the first floor of the Bellamy Park building located at 32 Knox Marsh Road, Dover, New Hampshire.

The Leased Premises does not include either the land lying thereunder or the exterior walls or roof of the building in which the Leased Premises are located.

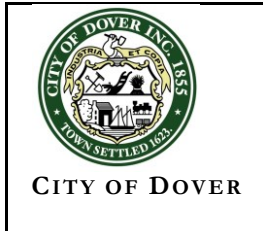
1.2 The Leased Premises are leased subject to all zoning regulations, restrictions, rules and ordinances, building or use restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction thereof.

1.3 Lessee has right to use Common Areas pursuant to Paragraph 8 of this Agreement.

ARTICLE 2 - TERM OF LEASE

2.1 The term of this Lease ("Term") is three (3) years, commencing **June 1, 2022** and expiring at midnight on **May 31, 2025**.

2.2 Lessee shall have the option to renew this Lease for one (1) additional three (3) year term on the same terms and conditions set forth in this Lease, except for any modifications to rent pursuant to Article 3 and without any further option of renewal absent mutual agreement of the parties. At least ninety (90) days, but no earlier than one hundred twenty (120) days, prior



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to the expiration of the initial term of this Lease, the Lessee shall notify the Lessor in writing of the Lessee's intention to exercise its option to extend the term of the Lease for an additional period and seek to continue its Lease upon such terms and conditions as the parties may then agree. If either the Lessor or Lessee desire to terminate this agreement a ninety (90) day written notice is required.

2.3 The Term and Lessee's obligation to pay Rent shall begin on **June 1, 2022** ("the Commencement Date").

ARTICLE 3 - RENT

3.1 Lessee shall, through the first year of this Lease, pay to Lessor rent for the Leased Premises in the amount of **Five Hundred Dollars (\$500.00) per month as the regular monthly rate, except for the months of December, January, February and March where the amount shall be reduced to Three Hundred Dollars (\$300.00) per month.** The rental rate includes the cost of utilities and services including heat, electricity, water/sewer, trash removal and snow plowing services.

3.2 In subsequent years of the Lease, the cost for operation of the building will be reviewed and may result in rent adjustments to the regular monthly rate. The new rate will take effect on the anniversary date of the Lease.

3.3 Rent shall be paid in advance on the first day of each month, and at such place as the Lessor designates in writing. **If rent is past due for more than thirty (30) days, an additional interest charge of 1 ½% per month shall be charged on the unpaid balance. All payments received shall first be applied to any accrued interest charges. The application of this interest charge shall not interfere with the Lessor's rights under the default provisions hereof**

ARTICLE 4 - USE OF PREMISES

4.1 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities, and the Fire Insurance Rating organization and Board of Fire Insurance Underwriters, and any similar bodies having jurisdiction thereof, the Leased Premises shall be occupied and used for the sole purpose of **operating a disc golf equipment and snack sales business** and for no other purpose without the Lessor's prior written consent.

4.2 Lessee shall not abandon or leave the Leased Premises vacant, and shall not permit the use or occupancy of the Leased Premises by any party other than Lessee, its agents, employees and invitees, and shall:

(a) Not display merchandise outside the Leased Premises without the permission of the Lessor nor in any way obstruct the entrances and walkways; and store all trash and refuse inappropriate containers within the Leased Premises.

(b) Load or unload all merchandise, supplies, fixtures, equipment and furniture only through designated service areas which do not interfere with the operations of use of the building.

(c) Not take any action which would create any interference with the other use of the Bellamy Park Building or any tenant or occupant in the building or with the rights and privileges of any other persons lawfully in and upon the building.

(d) Obey and observe (and compel its officers, employees, contractors, licensees, invitees, subtenants and all others doing business with it to obey and observe) all reasonable rules and regulations established by Lessor from time to time for the conduct of Lessee and/or for the welfare of the building.

(e) Not use the plumbing facilities for any purpose injurious to same or dispose of any garbage or any other foreign substance therein, nor place a load on any floor in the Leased Premises exceeding the floor load per square foot which such floor was designed to carry, nor install, operate and/or maintain in the Leased Premises any heavy equipment except in a location approved by Lessor, nor install, operate and/or maintain in the Leased Premises any electrical system therein, or any part thereof, beyond its capacity for proper and safe operation as determined by the Lessor.

(f) Keep the Leased Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents and pests.

(g) Not use the Leased Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

ARTICLE 5 – CONDITION OF PREMISES

5.1 The LESSOR leases the Space “as is”. LESSEE shall be solely responsible for all associated costs for desired original and future build-out of the Space; and plans for such build-out must be reviewed for potential approval by LESSOR. LESSEE shall be solely responsible for insuring all improvements and contents of the Space and shall name LESSOR as an additional insured.

5.2 LESSOR shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures



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and equipment. In addition, LESSOR shall, at its own expense, make normal repairs and maintain performance of the leased Space, as needed, including, without limitation, the replacement of broken glass, interior repainting, the repair of floors, and the keeping of windows and doors watertight. LESSOR shall also, at its expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they were at the date of the commencement of the term of this Lease Agreement, reasonable wear and damage by accident, fire or other insured against casualty and covered by said insurance excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Space prior to occupancy.

5.3 LESSOR agrees to maintain the Space in condition fit for its intended use and to make all necessary repairs of which LESSOR is aware, including adequate heat and water, and a sound physical structure. Furthermore, LESSOR will maintain the grounds and remove the common area rubbish and maintain and keep reasonably free from snow and ice the parking areas, sidewalks and entrances/exits to building.

ARTICLE 6 - INSTALLATIONS AND ALTERATIONS

6.1 Lessee shall, at Lessee's sole cost and expense, at all times during the Term, keep the Leased Premises equipped with all trade fixtures, equipment, furnishings, furniture, fixtures, floor coverings and exterior signs and all other equipment and personal property necessary for the first-class operation of the Lessee's business in the Leased Premises. All fixtures installed by Lessee shall be new or in good condition.

6.2 Lessee shall not make, or permit to be made, any other alterations, improvements, and/or additions of any kind or nature to the Leased Premises or any part thereof except with the prior written consent of Lessor and following submission of plans and specifications therefore. All alterations, improvements and additions to the Leased Premises shall be made in accordance with all applicable laws and shall, when made or installed, be deemed to have attached to the Leased Premises and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the Term or the earlier termination of this Lease; provided however, if before the termination of this Lease, or within 15 days thereafter, if Lessor so directs, Lessee shall promptly remove the additions, improvements, fixtures and installations which were placed in, upon or on the Leased Premises by Lessee and which are designated in the notice and shall repair any damage occasioned by such removal. In default thereof, Lessor may affect the removals and repairs at Lessee's expense.

ARTICLE 7 - INSURANCE AND INDEMNITY



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7.1 Lessee, at its option, shall maintain and keep in full force fire and extended coverage insurance on its personal property in the Leased Premises.

7.2 General liability/casualty and property insurance shall continue to be maintained on the subject property by the LESSOR. LESSEE shall procure and maintain in force, at its expense, during the term of this Lease Agreement, and any extensions of such term, liability and property damage insurance for the LESSEE's leased Space to be considered primary and non-contributory coverage. Said insurance to be in limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. LESSOR has no obligation for any loss to LESSEE's personal property. Proof of LESSEE's insurance shall be supplied to the LESSOR at the time of occupancy and LESSEE shall provide certificates for any renewal no later than ten (10) business days prior to the expiration of said policy. The LESSOR shall be listed as "Additional Insured" on the policy and proof of insurance certificate. The insurance coverage procured by LESSEE shall cover the LESSOR with the same scope of coverage provided to the LESSEE without subjecting the LESSOR to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the LESSOR upon cancellation of the policy.

7.3 Lessee agrees to pay, and to protect, defend, indemnify and save harmless Lessor from and against any and all liabilities, losses, damages, costs, expenses, including all reasonable attorney's fees and expenses, causes of action, suits, claims, demands or judgments of any nature whatsoever arising from:

- (i) any injury to, or the death of, any person or any damage to property or to the Leased Premises;
- (ii) any act or omission of Lessee or its agents, officers or employees;
- (iii) violation by Lessee of any agreement or condition of this Lease; or
- (iv) violation by Lessee of any law, ordinance or regulation affecting the Leased Premises or any part thereof or the ownership, occupancy or thereof.

ARTICLE 8 - COMMON AREAS

8.1 Lessor hereby grants to Lessee, during the term of this Lease, the nonexclusive right to use, in common with all others so entitled, the Common Areas outside of the building. As used in this Lease, "Common Areas" means all areas, facilities and improvements provided from time to time for the general, common or joint use on a non-exclusive basis by the Lessor and the tenants of the building, their respective agents, employees, invitees, and customers, including without limitation, all parking spaces and areas, sidewalks, driveways, curbing, retaining walls, access roads, ramps, loading docks, delivery areas, signs, landscaped and vacant exterior areas



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and lighting facilities, including all utilities serving the same, except as may be otherwise designated by Lessor for the exclusive use of any tenant. The Common Areas shall be subject to the exclusive control and management of Lessor and to such rules and regulations as Lessor may from time to time adopt. Lessor hereby reserves the right at any time or from time to time to: (a) change the areas, locations and arrangement of parking areas and other Common Areas; (b) enter into, modify, and terminate easements and other agreements pertaining to the maintenance and use of the parking areas and other Common Areas; (c) close any or all portions of the Common Areas to such extent and for such time as may, at the sole discretion of Lessor's counsel, be legally necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; (d) close temporarily, if necessary, any part of the Common Areas in order to discourage non-customer parking; and (e) make changes, additions, deletions, alterations or improvements in and to such Common Areas, provided that there shall be no unreasonable obstruction of Lessee's right of ingress to or egress from the Leased Premises except as provided above.

8.2 Lessor shall maintain the Common Areas in good repair and reasonably clear of debris.

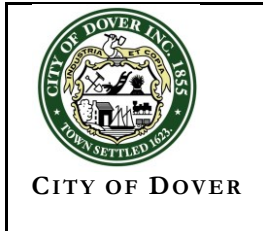
8.3 Lessee shall cause its employees to park only in areas of the parking lot or such places as designated by Lessor for employee parking.

8.4 Lessee shall have permission to run Disc Golf Tournaments on the Bellamy Park Disc Golf Course in coordination with other Disc Golf Course users and the City of Dover Recreation Department. It is understood that such Tournaments may require closure of the Disc Golf Course with prior permission to be granted by the Dover Recreation Department.

8.5 With respect to any other formal, organized disc golf tournaments authorized at Bellamy Park Disc Golf Course by the LESSOR (other than those contemplated in Article 7.4 above), LESSEE shall have the right, but not the obligation, to be the exclusive vendor selling products at and/or providing prizes or similar sponsorship for such tournaments. If LESSEE declines or fails to exercise such right, then any other person or vendor may sell products at or sponsor such tournaments. LESSEE shall not exercise its rights set forth in this subparagraph unreasonably or in a way that inhibits public recreation.

ARTICLE 9 - MECHANIC LIENS OR CLAIMS

9.1 Lessee shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might become a lien or encumbrance upon the Leased Premises or the building or the income therefrom. If any lien or notice of intention or notice of lien on account of an alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work in the Leased Premises or in the building, Lessee shall, within ten (10) days



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after notice of the filing thereof, cause the same to be discharged by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

ARTICLE 10 - DESTRUCTION AND RESTORATION

10.1 If the Leased Premises or the building is damaged or destroyed by fire or other casualty, then Lessor or Lessee, within sixty (60) days after the occurrence of such casualty, may terminate this Lease upon written notice to the other party.

10.2 If the Leased Premises or the building of which the Leased Premises constitute a part is damaged or destroyed by fire or other casualty, and if Lessor or Lessee does not elect to terminate this Lease as provided in Paragraph 9.1 above, then Lessor shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, the Lessor's obligation to repair or restore shall be limited to restoring the structural portions of the Leased Premises and shall not include repairs or the restoration of any of the Lessee's fixtures, improvements or other alterations made by Lessee in or upon the Leased Premises.

10.3 If this Lease is terminated in the manner set forth in Paragraph 9.1 above, the Rent, including additional rent, shall be apportioned to the time of the casualty. If this Lease is not terminated and Lessor elects to restore or repair the Leased Premises, then the Rent payable by Lessee as provided in Paragraph 9.2 above shall be equitably abated based on the square footage in the Leased Premises which are usable, until such time as the damage to the Leased Premises has been repaired.

ARTICLE 11 - PROPERTY IN LEASED PREMISES

11.1 All leasehold improvements (other than Lessee's trade fixtures), shall when installed attach to the Leased Premises and become and remain the property of Lessor. All trade fixtures shall remain the property of the Lessee, subject at all times to any Lessor's lien for rent and other sums which may become due to Lessor under this Lease or otherwise. Lessee shall be allowed to remove all trade fixtures upon termination of this Lease, provided that the Lessee is not in default in any of the terms and provisions of this Lease.

ARTICLE 12 - ACCESS TO LEASED PREMISES

12.1 Lessee shall permit Lessor or Lessor's agents to inspect or examine the Leased Premises at any reasonable time or at any time in emergencies, and shall permit Lessor to enter and make such repairs, alterations, improvements or additions in the Leased Premises or to the building of which the Leased Premises is a part, that Lessor may deem desirable or necessary. Lessor shall have the right to store in the Leased Premises any materials or equipment necessary for such repairs, alterations, improvements or additions without the storage being construed as an

eviction of Lessee in whole or in part and the rent shall in no manner abate while the repairs, alterations, improvements or additions are being made.

ARTICLE 13 - SURRENDER OF LEASED PREMISES

13.1 Lessee shall deliver and surrender to Lessor possession of the Leased Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as Leased Premises are at the commencement of the Term of this Lease, ordinary wear and tear excepted.

13.2 Lessee shall remove all property and equipment of Lessee which Lessor has required in writing to be removed at the expiration or termination of this Lease. Lessee shall repair all damage to the Leased Premises caused by the removal and restore the Leased Premises to the condition in which it existed immediately before the installation of the articles so removed. Any property not removed at the expiration of the Term hereof shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

ARTICLE 14 - UTILITIES/ REAL ESTATE TAXES

14.1 Lessee shall contract for, in its own name, and shall pay before delinquency the following utility services rendered or furnished to the Leased Premises: telephone or internet services specifically used by the Lessee. In no event shall Lessor be liable for the quality, failure or interruption of any utility services to the Leased Premises.

14.2 Pursuant to RSA 72:23, I, LESSEE agrees to pay all properly assessed current and potential real and personal property taxes no later than the due date. LESSEE is obligated by the foregoing to pay real and personal property taxes on structures or improvements added by the LESSEE. Failure of the LESSEE to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said Lease by the LESSOR.

ARTICLE 15 - ASSIGNMENT

15.1 Lessee shall not, by operation or law or otherwise, assign or transfer this Lease or sublet all or any part of the Leased Premises to any other party without the prior written consent of Lessor. Any response to Lessee's request for consent shall not be unreasonably withheld or unduly delayed. In the event of any assignment: (a) Lessee shall not be discharged of its obligations under this Lease but shall remain liable therefore; and (b) the assignee shall not sublet the Leased Premises or assign this Lease without Lessor's prior written consent. Any dissolution, merger, consolidation, or other reorganization of Lessee, or his assigns, or the sale or



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other transfer of a controlling interest of Lessee or his assigns, or the sale of 51% or more, of the value of the assets of the Lessee or his assigns, shall be deemed an assignment. Should any change of ownership, whether by sale, assignment, bequest, inheritance, operation of law or otherwise take place without the prior written consent of Lessor, then Lessor shall have the option to terminate this Lease upon thirty (30) days' notice to Lessee.

ARTICLE 16 - DEFAULT BY LESSEE

16.1 Upon the happening of any one or more of the events as expressed below in (a) through (h) inclusive, the Lessor shall have any and all rights and remedies set forth in this Article 16:

(a) If Lessee fails to pay any one or more monthly installments of rent, or any other sums required to be paid hereunder, whether additional rent or otherwise, within five (5) days of notice thereof from the Lessor; provided, however, that the Lessee shall be in default of this Lease if the Lessor has to provide Lessee with notice of its failure to pay rent when due more than three (3) times in any eighteen (18) month period;

(b) If a petition in bankruptcy (including all proceedings under the Bankruptcy Act) is filed against the Lessee and the petition is not dismissed within thirty (30) days from the filing thereof, or if Lessee is adjudged a bankrupt or files a bankruptcy petition;

(c) If an assignment for the benefit of creditors is made by Lessee;

(d) If an appointment by any Court of a receiver or other Court officer of Lessee's property and the receivership is not dismissed within thirty (30) days from the appointment;

(e) If Lessee removes, attempts to remove, or permits to be removed from the Leased Premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee;

(f) If Lessee, before the expiration of the Term, and without the prior written consent of the Lessor, vacates the Leased Premises or abandons the possession thereof, or uses the Leased Premises for purposes other than the purposes for which the premises are hereby leased;

(g) If an execution or other legal process is levied upon the goods, furniture, effects or other property of Lessee brought on the Leased Premises, or upon the interest of Lessee in this Lease, and the levy is not satisfied or dismissed within five (5) days from the levy;

(h) If Lessee violates any other terms, conditions and covenants of this Lease, and fails to commence and proceed with diligence and dispatch to remedy the same within Ten (10) days after written notice is given by Lessor to Lessee.



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16.2 In the event of any default or breach by the Lessee as specified in Article 16.1 above, the Lessor shall have the right, at the option of Lessor, to terminate this Lease on thirty (30) days prior notice to Lessee, and to thereupon re-enter and take possession of the Leased Premises with or without legal process. In the event of any such default or breach, Lessor shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the Leased Premises, or any part thereof, with or without legal process, as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable or satisfactory, in which event the rents received on such re-letting and collection, including necessary renovations and alterations of the Leased Premises, cleaning expenses, reasonable attorneys' fees and any real estate commissions shall accrue as additional rent due Lessor.

16.3 The Lessor shall have the right to remove all or any part of the Lessee's property from the Leased Premises and any property so removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Lessee, and the Lessor shall not be responsible for the care or safekeeping thereof, and the Lessee hereby waives any and all loss, destruction and/or damage or injury to Lessee's property.

16.4 Any and all rights, remedies and options given in this Lease to Lessor shall be cumulative, in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or thereafter in effect.

16.5 The waiver of Lessor or any breach of any term, condition or covenant of this Lease in one instance shall not be deemed to be a waiver of such term, condition or covenant for the duration of this Lease. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval in a single instance shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent or similar act by Lessee.

16.6 Both the Lessee and the Lessor shall have the right to terminate this Lease Agreement for any reason upon giving at least three (3) months written notice to the other party.

ARTICLE 17 - HOLDING OVER

17.1 If Lessee remains in possession of the Leased Premises after the expiration of the Term and without the execution of a new Lease, Lessee, at the option of Lessor, shall be deemed to be occupying the leased premises as a tenant at sufferance until such time as a court of competent jurisdiction awards Lessor possession of the Leased Premises, for a monthly rental equal to the amount of rent payable during the last month of the Lease Term. Such tenancy shall be subject to all the other conditions, provisions and obligations of this Lease.

ARTICLE 18 - SIGNS



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18.1 Lessee may install and maintain, at its own cost and expense, a sign(s) provided that the location, size, color, type and installation must be approved by the Lessor in writing before installation and must conform to all applicable rules, regulations, codes and directives of governmental agencies having jurisdiction. Lessee agrees not to place any paper sign on or in any window of the Leased Premises. Lessee shall bear all costs and liabilities related to the installation, maintenance, repair, and operation of any signs allowed by the Lessor.

ARTICLE 19 - ENVIRONMENTAL COMPLIANCE

19.1 Lessee and its agents and employees shall use the Leased Premises and conduct any operations thereon in compliance with all applicable federal, state, and local environmental statutes, regulations, ordinances and any permits, approvals or judicial or administrative orders issued thereunder.

19.2 Lessee covenants that:

(a) No hazardous substances shall be generated, treated, stored or disposed of, or otherwise deposited in or located on the Premises, including without limitation, the surface and subsurface waters of the Leased Premises;

(b) No activity shall be undertaken on the Leased Premises which would cause:

(1) the Leased Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise cause the Leased Premises to be in violation of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar law or local ordinance;

(2) a release or threatened release from any source on the Leased Premises of Hazardous Substance within the meaning of, or otherwise cause the Leased Premises to be in violation of, the Comprehensive Environmental Response Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq., or any similar law or local ordinance or any other environmental law; or

(3) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any pollution emissions, which would be in violation of any permit Lessee may receive pursuant to the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. Section 1251 et seq., or the Clean Air Act ("CAA"), 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance;

(c) There shall be no substance or conditions in or on the Premises which may support a claim or cause of action under RCRA, CERCLA, any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements or under any

common law claim relating to environmental matters, or could result in recovery by any governmental or private party or remedial or removal costs, natural resources damages, property damages, damages in personal injuries or other costs, expenses or damages, or could result in injunctive relief arising from any alleged injury or threat of injury to health, safety, or the environment; and

For purposes of this Lease, "Hazardous Substances" shall mean any and all hazardous or toxic substances, hazardous constituents, contaminants, wastes, pollutants or petroleum (including without limitation crude oil or any fraction thereof), including without limitation hazardous or toxic substances, pollutants and/or contaminants as such terms are defined in CERCLA or RCRA; asbestos or material containing asbestos; and PCB's, PCB articles, PCB containers.

(d) Lessee, and its agents and employees, shall be responsible for disposing of all waste in compliance with state, local and Federal laws.

(e) Lessee agrees to indemnify, hold Lessor harmless and defend Lessor from any and all claims arising out of Lessee's breach of the covenants stated in this Article.

ARTICLE 20 - NOTICES

20.1 Any notice, request, demand, approval, consent or other communication which Lessor or Lessee may be required to give to the other party shall be in writing and shall be mailed by certified mail, return receipt requested, to the other party at the address specified below, or by hand delivery if the communication is to Lessee, or to such other address as either party has designated by notice to the other:

If to Lessor: City of Dover
City Manager's Office
288 Central Avenue
Dover, NH 03820

If to Lessee: Breakin Chains Disc Golf Supplies LLC
373 S. Willow Street D 1 - 7
Manchester, NH 03103

All notices shall be deemed to have been given upon deposit in the United States Mail, postage prepaid and properly addressed as provided above or upon delivery to Lessee at the Leased Premises.

ARTICLE 21 - MISCELLANEOUS

21.1 Except as otherwise expressly provided in this Lease, this Lease shall be binding upon and shall inure to the benefit of the successors and assigns of Lessor and permitted assigns of Lessee.

21.2 This Lease contains the entire agreement between the parties. No agent, representative, or officer of Lessor has authority to make or has made any statement, agreement or representation, either oral or written, modifying, adding or changing the terms and conditions of this Lease. No modification of this Lease shall be binding unless the modification is in writing and signed by the parties. Lessee hereby further recognizes and agrees that this Lease shall have no force or validation until and unless it is returned to Lessee duly executed by Lessor.

21.3 The captions or titles used throughout this Lease are for reference and convenience only and shall in no way define, limit or describe the scope or intent of this Lease. Words or any neuter gender used in this Lease shall be held to include both the masculine and feminine gender and word in the singular number shall be held to include the plural, and vice-versa.

21.4 The submission of this Lease for examination does not constitute an offer to lease, and this Lease becomes effective only upon execution thereof by both Lessor and Lessee.

21.5 The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease and determine all rights hereunder.

21.6 This Lease Agreement contains all terms and conditions agreed upon by the parties hereto and no other agreements or representations, oral or otherwise, regarding the subject matter of this Lease Agreement shall be deemed to exist, provided, however, that any subsequent modifications or agreements affecting this Lease Agreement shall be in writing and signed by the parties hereto.

21.7 Nothing within this Lease Agreement is intended to benefit or create an obligation to a third-party. Nothing within this Lease Agreement shall be deemed to constitute a waiver of any existing immunity of the City of Dover, which immunities are hereby reserved to the City of Dover. This covenant shall survive the termination of this Lease Agreement's conclusion.

INTENDING TO BE LEGALLY BOUND, the duly authorized representative for the City of Dover, New Hampshire and William and Norma Bruce owners of Breakin' Chains Disc Golf Supplies, LLC have executed duplicate originals of this Lease Agreement on _____, 2022.

Signatures to Follow

CITY OF DOVER, NEW HAMPSHIRE

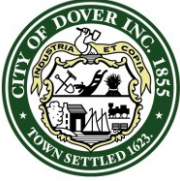
Witness

By: _____, Duly Authorized

BREAKIN CHAINS DISC GOLF SUPPLIES, LLC

Witness

By: _____
William Bruce, Its Manager
Duly Authorized



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R - 2022.03.23 – 067**

Resolution Re: Authorization for Conservation & Easement Farming
License to Scruton's Dairy, Inc. (Blackwater Road)

WHEREAS: The City of Dover owns 11.6 acres (Tax Map A, Lot 23-2) off Blackwater Road in Dover, subject also to a Conservation Easement Deed (Strafford County Registry of Deeds Book 3021, Page 467); and

WHEREAS: The City has, in the past, licensed the aforesaid property for farming by Scruton's Dairy, Inc. ("Licensee"), provided the Strafford Rivers Conservancy also approved, and further provided Licensee provides a satisfactory certificate of insurance; and

WHEREAS: Licensee has requested a renewal license for 2022; and

WHEREAS: The proposed license includes an option for the licensee to renew said license for three additional annual periods, provided the City Manager consents to same in writing for any exercised option period.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

Provided the licensee can provide an updated certificate of insurance and written approval from the Strafford Rivers Conservancy, the City Manager is authorized to negotiate, finalize, and execute a Conservation Easement Farming License for calendar year 2022 with an option to renew for up to three additional annual periods.

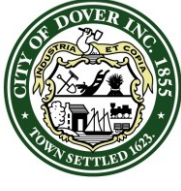
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By request

Approved as to Legal
Form and Compliance: Joshua M. Wyatt
City Attorney

Recorded by: Susan M. Mistretta
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.A.9. Resolution Number: R - 2022.03.23 – 067 Resolution Re: Authorization for Conservation & Easement Farming License to Scruton’s Dairy, Inc. (Blackwater Road)
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DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

A copy of the draft Conservation Easement Farming License is attached, which includes an aerial photograph of the land to be farmed as Exhibit A.

Document Created by: Legal	R-2022.03.23 Authorization for Conservation & Easement Farming
Document Posted on: March 17, 2022	License to Scruton’s Dairy, Inc. (Blackwater Road)
	Page 2 of 2

CONSERVATION EASEMENT FARMING LICENSE

NOW COMES the **CITY OF DOVER**, a municipal corporation, 288 Central Avenue, Dover, New Hampshire 03820 and grants to **SCRUTON'S DAIRY, INC.**, by and through **JASON SCRUTON**, 20 Farmstead Road, Farmington, New Hampshire, ("the Licensee") for valuable consideration, a License as set forth herein:

1. **Purpose.** This License permits the use of City land located off of Blackwater Road in Dover, New Hampshire, known as Tax Map A, Lot 23-2, as shown on the map attached hereto as Exhibit A, under a Conservation Easement Deed (SCRD 3021-467), for agricultural management activities. The approval of the easement co-holder, Southeast Land Trust/Strafford Rivers Conservancy, has been obtained according to the plan submitted.
2. **Scope of the License.** The Licensee shall have the right to use 11.6 acres of City land off Blackwater Road as depicted in Exhibit A, consistent with the Conservation Easement Deed, for the sole purpose of planting, growing, and producing agricultural crops. The property is located in the Secondary Groundwater Protection Zone and subject to certain use limitations set forth in Dover Code 170-28.3.
3. **Term.** The term of the License shall be from May 1, 2022 through November 30, 2022. The Licensee shall have the option to renew this license annually for three additional calendar years (to be effective during the period May 1st to November 30th of each renewal year), provided the City Manager consents to same in writing for each year of any annual option period.
4. **Indemnification & Insurance.** Throughout the term of this license, including any renewal period, the Licensee agrees to indemnify, defend and hold harmless the City of Dover for any bodily injury, property damage, accident, fire, loss, theft or other casualty to or involving any third parties, Jason Scruton, his agents, employees, contractors or consultants, resulting from any activities performed pursuant to this License. Throughout the term of this license, including any renewal period, the Licensee shall secure and maintain for the duration of this License a General Liability Insurance policy or policies at no cost to the City of Dover. The coverage of said insurance policy shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The City of Dover shall be named as an additional insured on the licensee's general liability insurance policy throughout the term of this license, including any renewal period, which coverage shall apply on a primary and noncontributory basis, and, subject to the dollar amounts specified

above, cover the City of Dover with the same scope of coverage provided to the licensee under the general liability policy without subjecting the City of Dover to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the City of Dover upon cancellation of the policy. The licensee shall also provide the City of Dover certificates of renewal and, if requested, proof of an endorsement or policy additional insured provisions for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.

5. **Termination and Assignment.** This License may be revoked or amended by the City of Dover for any reason with seven (7) days written notice, or immediately for cause. The Licensee waives all rights to compensation in the event of a revocation of the License. The Licensee shall return the land to its original condition or better at the end of this License. This License may not be assigned without the express written consent of the City of Dover.
6. **Real Property Taxes.** Pursuant to RSA 72:23, I, Licensee agrees to pay, no later than the due date, all properly assessed current and potential real and personal property taxes on the public property authorized to be used by the Licensee pursuant to this license. Licensee is obligated by the foregoing to pay real and personal property taxes on structures or improvements added by the Licensee, if any. Failure of the Licensee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said license by the City.
7. **Applicable law.** The law of the State of New Hampshire shall govern this License.

SCRUTON'S DAIRY, INC.

Jason Scruton
Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager
Duly Authorized

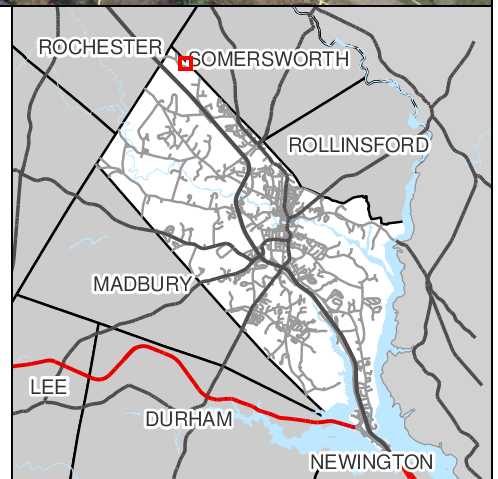
Date

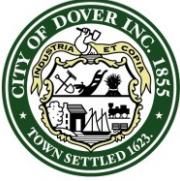


**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

The Town makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Parcels updated July 1, 2013





CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R - 2022.03.23 – 068**

Resolution Re: Approval of Lease Agreement at Dover Ice Arena with
Collins Sports Center, Inc.

WHEREAS: Collins Sports Center, Inc., of Rochester, New Hampshire, seeks to enter into a one (1) year lease agreement with the City of Dover for a 384 square foot storefront space in the Dover Ice Arena; and

WHEREAS: The parties have negotiated terms of a proposed lease agreement as set forth in the attached draft lease, with the terms stated therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The City Manager is authorized to finalize and sign a lease agreement between the City of Dover and Collins Sports, Center, Inc. for rental of the 384 square foot storefront space in the Dover Ice Arena.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By request

Approved as to Legal
Form and Compliance: Joshua M. Wyatt
City Attorney

Recorded by: Susan M. Mistretta
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.10. Resolution Number: R - 2022.03.23 – 068 Resolution Re: Approval of Lease Agreement at Dover Ice Arena with Collins Sports Center, Inc.	

DOCUMENT HISTORY:

First Reading Date: Approved Date:	Public Hearing Date: Effective Date:
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DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

See attached draft Lease Agreement.



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LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day of _____, 2022, by and between **COLLINS SPORTS CENTER, INC.** of 663 Columbus Avenue, Rochester, NH 03867, a domestic profit corporation, (hereinafter referred to as “LESSEE”), and the **CITY OF DOVER**, New Hampshire, of 288 Central Avenue, Dover, County of Strafford and State of New Hampshire 03820 (hereinafter referred to as “LESSOR”).

WITNESSETH:

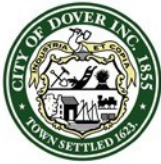
That IN CONSIDERATION of the mutual promises contained herein, and FOR OTHER GOOD AND VALUABLE CONSIDERATION contained herein, the parties agree as follows:

1. Description and Term.

That the LESSOR does hereby demise and lease to the LESSEE a space within the City of Dover’s Ice Arena located at 110 Portland Avenue, Dover, New Hampshire, consisting of 384 square feet of storefront space in the location shown in Exhibit A (the “Space”).

The term of LESSEE’s Lease Agreement shall be for one (1) year beginning on April 1, 2022 and ending on March 31, 2023.

Monthly rent shall be in the amount of \$250 for the months of April, May and June of 2022. Monthly rent shall then increase to the amount of \$400 per month beginning July 1, 2022 through March 31, 2023. Monthly rent shall be paid the first of each month to the City of Dover. If a term commences on a day other than the 1st of a month, that month’s rent shall be prorated based on the number of days in the month.



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2. Operations and Maintenance.

The LESSEE shall be solely responsible for payment of all operations and maintenance costs associated with the Space, including utilities (electricity, water, gas, heat).

3. Common Areas.

With the Space, LESSOR hereby grants to LESSEE, during the term of this Lease Agreement, the nonexclusive right to use, in common with all others so entitled, the Common Areas of the building. As used in this Lease Agreement, "Common Areas" means all areas, facilities and improvements provided from time to time for the general, common or joint use on a non-exclusive basis by the LESSOR and the occupants/tenants of the building, their respective agents, employees, invitees, and customers, including without limitation all parking spaces and areas, sidewalks, driveways, curbing, retaining walls, access roads, ramps, loading docks, delivery areas, signs, landscaped and vacant exterior areas and lighting facilities, except as may otherwise be now in the future designated by LESSOR for the exclusive use of itself or any occupant/tenant. The Common Areas shall be subject to the exclusive control and management of LESSOR and to such rules and regulations as LESSOR may from time to time adopt. LESSOR hereby reserves the right at any time to: (a) change the areas, locations and arrangement of parking areas and other Common Areas; (b) enter into, modify, and terminate easements and other agreements pertaining to the maintenance and use of the parking areas and other Common Areas, (c) close any or all portions of the Common Areas to such extent and for such time as may, at the sole discretion of LESSOR, be legally necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; (d) close temporarily, if necessary, any part of the Common Areas in order to discourage non-customer parking; and (e) make changes, additions, deletions, alterations or improvements in and to such Common Areas, provided that there shall be no unreasonable obstruction of LESSEE's right of ingress to or egress from the Space except as provided above.

4. Condition of Premises.

The LESSOR leases the Space "as is". LESSEE shall be solely responsible for all associated costs for desired original and future build-out of the Space; and plans for such build-out must be reviewed for potential approval by LESSOR. LESSEE shall be solely responsible for insuring all improvements and contents of the Space and shall name LESSOR as an additional insured.

LESSOR shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment. In addition, LESSOR shall, at its own expense, make normal repairs and maintain performance of the leased Space, as needed, including, without limitation, the replacement of broken glass,



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interior repainting, the repair of floors, and the keeping of windows and doors watertight. LESSOR shall also, at its expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they were at the date of the commencement of the term of this Lease Agreement, reasonable wear and damage by accident, fire or other insured against casualty and covered by said insurance excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Space prior to occupancy.

LESSOR agrees to maintain the Space in condition fit for its intended use and to make all necessary repairs of which LESSOR is aware, including adequate heat and water, and a sound physical structure. Furthermore, LESSOR will maintain the grounds, the Common Areas, and remove the Common Area rubbish and maintain and keep reasonably free from snow and ice the parking areas, sidewalks and entrances/exits to building.

5. Access to Premises.

The LESSOR shall also have the right to enter upon the Space at all reasonable times to inspect same and to expel the LESSEE if the LESSEE shall fail to comply with or breach in any way this Lease Agreement. The LESSOR shall provide the LESSEE with reasonable notice of any inspections of or visits to the Space.

6. Unavoidable Casualty and Eminent Domain.

In the event of an unavoidable casualty, including fire, not arising as a result of the negligence or intentional conduct of the LESSEE whereby the Space or any portion of it is destroyed or damaged so as to be unfit for use or occupancy, the LESSOR specifically reserves the option of terminating this Lease Agreement. However, that in the event of total destruction or damage which is the equivalent of total destruction, this Lease Agreement shall automatically terminate.

In the event the Space shall be taken either under threat of eminent domain or by eminent domain proceedings in whole, then this Lease Agreement shall be terminated and the rent shall be pro-rated and returned to the LESSEE as of the date of such taking. A condemnation award shall belong exclusively to the LESSOR.

7. Use.

The LESSEE shall only use the Space in compliance with the City's ordinances, rules, requirements, and regulations, now or hereinafter promulgated or enacted. No residential use shall be permitted.

LESSEE shall not abandon or leave the Space vacant.

LESSEE and its agents, employees and/or invitees shall:



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- (a) Not display merchandise outside the Space or in any way obstruct the adjacent sidewalks.
- (b) Store trash or refuse in appropriate containers within the Space.
- (c) Load or unload all merchandise, supplies, fixtures, equipment and furniture only through designated service areas which do not interfere with the operations or use of the building.
- (d) Obey and observe all reasonable rules and regulations established by LESSOR from time to time for the conduct of LESSEE and/or for the welfare of the building;
- (e) Not use the plumbing facilities for any purpose injurious to same or dispose of any garbage or any other foreign substance therein, nor place a load on any floor in the Space exceeding the floor load per square foot which such floor was designed to carry.
- (f) Not operate heavy equipment except in a location approved by LESSOR.
- (g) Not install, operate, and/or maintain in the Space any electrical system therein, or any part thereof, beyond its capacity for proper and safe operation as determined by the LESSOR.
- (h) Keep the Space neat, clean, and sanitary, and free of insects, rodents, and pests.
- (i) Not use the Space for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust, or odors.
- (j) Maintain the Common Areas in good repair and reasonably clear of debris.
- (k) Cause employees to park only in the outer areas of the parking lot or such places as designated by LESSOR for employee parking.

8. Environmental Compliance.

LESSEE and its agents and employees shall use the Space, including Common Areas, and conduct any business or operations thereon in full compliance with all applicable federal, state, and local environmental laws, regulations, statutes, ordinances, and other applicable law.

LESSEE represents and covenants that:

- (a) No hazardous substances shall be generated, treated, stored, or disposed of, or otherwise deposited in or located on the Space, including Common Areas, including without limitation the surface and subsurface waters thereof;
- (b) No activity shall be undertaken on or in the Space, including Common Areas, which may or would cause:
 - i. The Space or any part of the leased premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise cause the Space or any portion of the leased premises to be in violation of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 6901 et seq., or any similar law, state law, or local ordinance;
 - ii. A release or threatened release from any source on the Space or any portion of the



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Leased Premises of any hazardous substance within the meaning of, or otherwise cause the Space or any portion of the leased premises to be in violation of, the Comprehensive Environmental Response Compensation and Liability Act, as amended (“CERCLA”), 42 U.S.C. § 9601 et seq., or any similar law, state law, or local ordinance; or

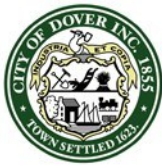
- iii. The discharge of pollutants or effluents into any water source or system, or the discharge into the air of any pollution emissions, which would be in violation of any permit or requirement of LESSEE pursuant to the Federal Water Pollution Control Act (“FWPCA”), 33 U.S.C. § 1251 et seq. or the Clean Air Act (“CAA”), 42 U.S.C. § 7401 et seq., or any similar state law or local ordinance.
- (c) There shall be no substance or conditions in or on the Space or any portion of the leased premises that may support a claim or cause of action under RCRA, CERCLA, or any other federal, state or local environmental statutes, regulations, ordinances or law, or under any common law claim relating to environmental matters, or could result in recovery by any governmental or private party or remedial or removal costs, natural resources damages, property damages, damages in personal injuries or other costs, expenses or damages, or could result in injunctive relief arising from any alleged injury or threat of injury to health, safety, or the environment.
- (d) For purposes of this Lease Agreement, “Hazardous Substances” shall mean any and all hazardous or toxic substances, hazardous constituents, contaminants, wastes, pollutants or petroleum (including without limitation crude oil or any fraction thereof), including without limitation hazardous or toxic substances, pollutants and/or contaminants as such terms are defined in CERCLA, RCRA, or any environmental state or local laws; or asbestos or material containing asbestos; PCBs, PCB article, PCB containers.

9. Signs.

Subject to LESSOR’s prior approval of location, size, color, type, and installation, which approval shall not be unreasonably withheld, conditioned or delayed, and provided all signs are consistent with the quality, design and style of the Ice Arena and existing signage, LESSEE may install and maintain a sign at LESSEE’s sole cost and expense. LESSEE shall bear all liability and responsibility related to the installation, maintenance, repair, and operation of any signs allowed by LESSOR. All such signage shall be subject to existing law and LESSEE’s obtaining any required governmental approvals and/or permits.

10. Renewal of Lease Agreement.

The LESSEE and LESSOR may agree to renew or extend this Lease Agreement on mutually agreeable terms set forth in a written agreement signed by the LESSEE and LESSOR.



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11. Subletting and Assignment.

LESSEE shall neither sublet nor assign the Space under any circumstances without prior written consent by the LESSOR.

12. Personal Property.

In the event that at the end of the term or upon any earlier termination of this Lease Agreement including, but not limited to, termination for failure of the LESSEE to perform as required hereunder, there remains personal property of the LESSEE in the Space, the LESSOR is authorized to dispose of said property after giving written notice of its intent to do so to the LESSEE at the last known address of the LESSEE.

13. Default/Early Termination.

In the event the LESSEE fails to perform its obligations under this Lease Agreement, this Lease Agreement is defaulted, and the LESSOR is entitled to immediate occupation and possession of the Space. If the LESSEE shall default in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed, under or by virtue of any provisions of this Lease Agreement, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default at the expense of the LESSEE. If the LESSOR makes any expenditure or incurs any obligations for payment in connection therewith including, but not limited to, attorney's fees, such sums paid or obligations incurred shall be paid to the LESSOR as additional rent. In the event that there is damage to the Space due to the LESSEE's actions or inactions, or the LESSEE fails to make any utility payments when due, the Lease Agreement may be immediately terminated at the option of the LESSOR.

Both the LESSEE and the LESSOR shall have the right to terminate this Lease Agreement for any reason upon giving at least three (3) months written notice to the other party.

14. Indemnification.

LESSEE agrees to pay, and to protect, defend (with counsel acceptable to the City), indemnify and save harmless LESSOR from and against any and all liabilities, losses, damages, costs, expenses (including all reasonable attorney's fees and expenses), causes of action, allegations, suits, claims, demands or judgments of any nature whatsoever arising from:

- (i) any injury to, or the death of, any person(s);
- (ii) any damage to property or to the Space;
- (iii) any act or omission of LESSEE or its agents, officers or employees;



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603.516.6000

- (iv) violation by LESSEE of any agreement, representation, warranty, covenant, or condition of this Lease Agreement; or
- (v) violation by LESSEE of any law, ordinance or regulation affecting the Space or any part thereof or the ownership and occupancy thereof.

15. Insurance.

General liability/casualty and property insurance shall continue to be maintained on the subject property by the LESSOR. LESSEE shall procure and maintain in force, at its expense, during the term of this Lease Agreement, and any extensions of such term, liability and property damage insurance for the LESSEE's leased Space to be considered primary and non-contributory coverage. Said insurance to be in limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. LESSOR has no obligation for any loss to LESSEE's personal property. Proof of LESSEE's insurance shall be supplied to the LESSOR at the time of occupancy and LESSEE shall provide certificates for any renewal no later than ten (10) business days prior to the expiration of said policy. The LESSOR shall be listed as "Additional Insured" on the policy and proof of insurance certificate. The insurance coverage procured by LESSEE shall cover the LESSOR with the same scope of coverage provided to the LESSEE without subjecting the LESSOR to any different or additional terms, conditions, limitations or exclusions. A condition of the insurance coverage shall be thirty (30) days' notice to the LESSOR upon cancellation of the policy.

16. Liens and Encumbrances.

LESSEE will not create or allow any lien, encumbrance or charge on the LESSEE's Space or on the Dover Ice Arena or on the rents or income therefrom which may be superior to the LESSOR's rights hereunder.

17. Parties Bound.

This Lease Agreement and its addendums is binding upon the heirs, executors, administrators and assigns of the parties hereto and constitutes the entire agreement between the parties.

18. Notice.

All notices by either party to be given with respect to this Lease Agreement shall be in writing and shall be given by first class mail to the addresses stated above.

19. Modification of Lease Agreement.

This Lease Agreement contains the entire agreement between the parties and shall not be

modified in any manner except by an instrument in writing executed by the both parties.

20. Section Headings.

The section headings throughout this instrument are for convenience and reference only, and the words contained herein shall in no way be held to explain, modify or amplify, or aid in the interpretation, construction or meaning of the provisions of the Lease Agreement.

21. Severability.

Any determination that any provision of this Lease Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality or enforceability of such provision in any other instance or the validity, legality or enforceability of any other provision of this Lease Agreement.

22. Laws Governing.

The parties agree that the laws of the State of New Hampshire will govern all disputes under this Lease Agreement and determine all rights hereunder.

23. Security Deposit.

Upon execution of this Lease Agreement, LESSEE deposits with LESSOR \$_____ as security for the performance by LESSEE of the terms of this Lease Agreement to be returned to LESSEE, with interest, following the full and faithful performance by LESSEE of this Lease Agreement. In the event of damage to the Space caused by LESSEE or LESSEE's agents or visitors, LESSOR may use funds from the deposit to repair, but is not limited to this fund and LESSEE remains liable.

24. Merger.

This Lease Agreement contains all terms and conditions agreed upon by the parties hereto and no other agreements or representations, oral or otherwise, regarding the subject matter of this Lease Agreement shall be deemed to exist, provided, however, that any subsequent modifications or agreements affecting this Lease Agreement shall be in writing and signed by the parties hereto.

25. Taxes.

Pursuant to RSA 72:23, I, LESSEE agrees to pay all properly assessed current and potential real and personal property taxes no later than the due date. LESSEE is obligated by the foregoing to pay real and personal property taxes on structures or improvements added by the LESSEE. Failure of the LESSEE to pay the duly assessed personal and real estate taxes when due shall be



cause to terminate said Lease by the LESSOR.

26. Immunity.

Nothing within this Lease Agreement is intended to benefit or create an obligation to a third-party. Nothing within this Lease Agreement shall be deemed to constitute a waiver of any existing immunity of the City of Dover, which immunities are hereby reserved to the City of Dover. This covenant shall survive the termination of this Lease Agreement's conclusion.

IN WITNESS WHEREOF, the parties have hereunto executed this Lease Agreement on the date set forth above.

COLLINS SPORTS CENTER, INC.
By Nicholas Marcotte, _____ (title)

Witness
Sign and Print

Duly Authorized
Sign and Print

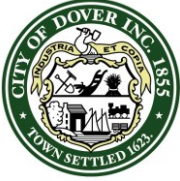
CITY OF DOVER
By J. Michael Joyal, Jr., City Manager

Witness
Sign and Print

Duly Authorized

EXHIBIT A





CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

Resolution Number: **R - 2022.03.23 - 069**

Resolution Re: Acceptance of Donated Commemorative Plaque from The Lafayette Trail, Inc.

WHEREAS: The Marquis de Lafayette, a French military officer who fought in the American Revolutionary War under General George Washington, visited Dover in 1825 on his farewell tour; and

WHEREAS: General Lafayette stayed at the home of William Hale, now known as the Lafayette House at 5 Hale street, across from Dover's City Hall; and

WHEREAS: The Lafayette Trail, Inc., a nonprofit organization whose mission is to document, map, and mark General Lafayette's footsteps during his farewell tour of the United States, wishes to donate a commemorative plaque on the City Hall side of Hale Street to mark General Lafayette's visit to Dover; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The City Manager is authorized to sign a letter confirming the acceptance of the Lafayette Trail, Inc's generous donation of a commemorative plaque, which is hereby accepted and sincerely appreciated, and coordinate installation of the plaque at City Hall.

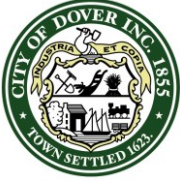
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance: Joshua M. Wyatt
City Attorney

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

Resolution Number: **R - 2022.03.23 - 069**

Resolution Re: Acceptance of Donated Commemorative Plaque from The Lafayette Trail, Inc.

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

Resolution Number: **R - 2022.03.23 - 069**

Resolution Re: Acceptance of Donated Commemorative Plaque from The Lafayette Trail, Inc.

RESOLUTION BACKGROUND MATERIAL:

The Lafayette Trail, Inc. (thelafayettetrail.org) is a nonprofit organization with the mission to document, map, and mark General Lafayette's footsteps during his Farewell Tour of the United States in 1824 and 1825. The organization is hoping to educate the public about the national significance of General Lafayette's Tour and to promote a broader understanding of General Lafayette's numerous contributions to American independence and national coherence in preparation for the 2024-2025 tour bicentennial celebrations.

The organization is donating historic markers around the country to celebrate General Lafayette's stops in dozens of cities and towns during his 1824-25 farewell tour of the United States, all in preparation for the 2024-2025 tour bicentennial celebrations. An example plaque appears below:



To date, the organization has confirmed over 73 historic markers across the country, including the New Hampshire communities of Cornish, Claremont, Newport, Bradford, Pembroke, Hopkinton, Derry, Greenland, and Portsmouth. Upcoming dedication ceremonies in May 2022 include the New Hampshire State House in Concord, Durham, and Warner, New Hampshire.

General Lafayette was welcomed in Dover on June 26, 1825, on his way from Concord, New Hampshire to Portland, Maine. He spent the night in Dover at the mansion of William Hale, now the Lafayette House located across from City Hall. The Lafayette Trail, Inc. is proposing to donate one of their historic markers to mark General Lafayette's travels through Dover.

Specifically, the organization proposes to donate a 2' x 3' cast aluminum installed atop 7-foot aluminum pole (3' of which would be underground after installation is completed) on the Hale Street side of City Hall. The marker design honors the national colors of France and the United States. The title "LAFAYETTE'S TOUR" is generic and common to all our markers around the nation, as are the credits of our partner the



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

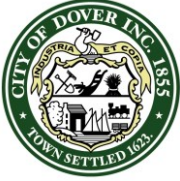
Resolution Number: **R - 2023.03.23 - 069**

Resolution Re: Acceptance of Donated Commemorative Plaque from The Lafayette Trail, Inc.

William G. Pomeroy Foundation. The organization proposes the remaining text of the Dover marker to read as follows:

ON JUNE 26, 1825, GENERAL
LAFAYETTE WAS A GUEST OF
HONOR IN THIS CITY ON HIS
WAY TO PORTLAND. HE SPENT
THE NIGHT AT WILLIAM HALE'S.

The organization has indicated there is insufficient spacing for the marker in other adjacent locations, making the location on City property ideal.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R - 2022.03.23 – 070**

Resolution Re: Authorizing a Permit Program for Outdoor Dining Use of Certain Parking Spaces from April 15, 2022 to October 15, 2022

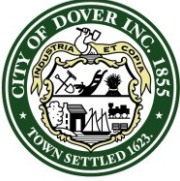
WHEREAS: In 2020 and 2021, the City of Dover allowed outdoor dining during the COVID-19 State of Emergency in keeping with the Governor's Emergency Order. The outdoor dining program, in part, allowed private businesses to use public parking spaces; and

WHEREAS: The City's Parking Commission has studied and reviewed the issue of outdoor dining for 2022 using public parking spaces and has recommended the City offer a limited outdoor dining program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The City Manager is authorized to create, oversee, and administer a permit program allowing public parking spaces for outdoor dining, subject to the following conditions and terms:

- a) The program is temporary and limited to April 15, 2022 through October 15, 2022;
- b) The proposed public parking spaces must be located away from arterial roads;
- c) The proposed permittee shall obtain approval from the City's Parking Commission of the location and number of proposed spaces to be used. As part of the approval process, the Parking Commission shall also review and consider the ability of the proposed permittee to use the sidewalk for outdoor seating;
- d) The proposed permittee shall submit a proposed plan outlining the public parking spaces to be used, the arrangement of tables or other furniture to be kept on site, the ingress and egress details, and details concerning barriers or other protection to be used along with the proposed methods of installing and securing the foregoing, all for review, comment, and approval by the City Planning Board's Technical Review Committee;
- e) The proposed permittee shall use barricades, which will be supplied by the City of Dover as part of the fee outlined below. If the proposed permittee prefers supplying its own barricades, it may be do so with prior approval of the Dover Police Department. The placement and location of all barricades shall be approved by the Dover Police Department and shall conform to any requirements of applicable law;
- f) The proposed permittee shall obtain and submit written consent on a form to be provided by the City of Dover from any person or entity who may own a fee interest underlying the proposed public parking spaces to be used, which shall form a continuing condition/contingency of the Permit and Use Agreement outlined below;
- g) After obtaining all required approvals, the proposed permittee shall be required to agree and enter into a "Permit and Use Agreement" to be signed and approved by the City of Dover's Inspections Division to satisfy restaurant licensing requirements and the City's Community Services Director to satisfy obstruction permit provisions of Dover's local code, and together such



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R - 2022.03.23 – 070**

Resolution Re: Authorizing a Permit Program for Outdoor Dining Use of Certain Parking Spaces from April 15, 2022 to October 15, 2022

signatures and approvals shall to the extent needed constitute the City's approval of local officials pursuant to [RSA 178:24](#). The Permit and Use Agreement shall also outline and incorporate the foregoing approvals and conditions, as well as the following terms and conditions:

- i. A fee of \$1,100 per space to be paid to the City Parking Bureau by the permittee as a one-time fee at the inception of the use, which fee may be prorated if the desired use period is less than the full 2022 season, subject to a minimum three-month use period,
 - ii. A term from April 15, 2022 to and including October 15, 2022,
 - iii. Acknowledgment of the permittee's sole liability and risk, including but not limited to the City-supplied barricades, as well as indemnity and insurance requirements of the permittee in favor of the City as additional insured on a primary and noncontributory bases, including but not limited to general liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate and liquor liability endorsement/coverage of up to \$1,000,000 per occurrence if alcohol is being served by the permittee,
 - iv. A requirement that all substantive provisions of the Dover Code applicable to sidewalk seating shall likewise apply, as a minimum requirement, to the public parking space use as well, *see* Dover Code Chapter § 125-20, excepting the use period (May 15 to November 15), subparagraph (F), and the specific sidewalk seating fee referenced in Dover Code Chapter § 125-20; and
 - v. The permittee's agreement to comply with any and all applicable federal, state, and local laws, including but not limited to Dover Code chapter 85 and requirements of the Americans with Disabilities Act ("ADA"), and any applicable building, fire, safety, life safety, or other such codes, which may require provisions more stringent than the aforesaid provisions applicable to sidewalk seating.
- h) Such other additional terms and requirements as the City Manager may also deem advisable and in the best interests of the City.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal Form and Compliance: Joshua M. Wyatt
City Attorney

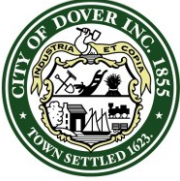
Recorded by: Susan M. Mistretta
City Clerk

DOCUMENT HISTORY:

Document Created by: Legal
Document Posted on: March 18, 2022

R-2022.03.23 Authorizing a Permit Program for Outdoor Dining Use of
Certain Parking Spaces from April 15, 2022 to October 15, 2022

Page 2 of 4



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R - 2022.03.23 – 070**

Resolution Re: Authorizing a Permit Program for Outdoor Dining Use of Certain Parking Spaces from April 15, 2022 to October 15, 2022

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

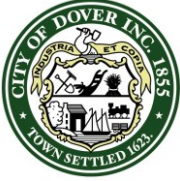
Dover's outdoor dining program succeeded in 2020 and 2021 in assisting businesses adversely impacted by the COVID-19 pandemic. This year, with vaccines widely available and infections and hospitalizations trending down, the prior need for outdoor dining appears to be diminished. Yet, COVID-19 infections remain a concern for many in the community, including those who cannot get vaccinated, who are immunocompromised, or who otherwise would prefer to use outdoor dining options.

While sidewalk seating has been available in certain instances for many years, the City has only recently allowed public parking spaces to be re-purposed temporarily in keeping with existing Emergency Orders issued by the Governor. In 2021, the legislature amended [RSA 178:24](#) to now provide that "a [liquor] licensee may expand into a shared space, such as a sidewalk or street, with the approval of local officials."

In 2022, certain restaurant businesses have approached the City to inquire whether outdoor dining would be permitted again using public parking spaces. On March 15, 2022, following review and study, the City's Parking Commission voted to recommend an outdoor program featuring several of the core terms of use outlined in this resolution. The recommended charge of \$1,100 per parking spot is based on the anticipated lost revenue from that parking space, which revenue supports the operation of the parking and parking enforcement program itself.

For sidewalk seating, Dover Code 125-20 currently provides as follows:

A business that regularly and customarily sells food or drink may obtain a permit from the Director to operate an outdoor seating area on a sidewalk, for service and consumption of food or drink prepared on premises, on the terms and conditions set out below. The permit



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R - 2022.03.23 – 070**

Resolution Re: Authorizing a Permit Program for Outdoor Dining Use of Certain Parking Spaces from April 15, 2022 to October 15, 2022

shall specify the area to be used for outdoor seating, the furniture to be used within the outdoor seating area, and the proposed arrangement of the furniture. Permits may only permit outdoor seating between May 15 and November 15 and shall only be valid for the calendar year in which issued. Businesses wishing to serve alcohol in an outdoor seating area shall also comply with the provisions of Chapter 85, Food Service Establishments, § 85-11, of the Code of the City of Dover. Such permit shall be issued by the Community Services Department on an application provided by the Department. All applications for a permit for sidewalk seating shall include, for each application, the fee listed in the annual Schedule of Fees adopted by the City Council. An outdoor seating area shall meet all of the following requirements:

- A. The building in which the licensed business operates must share a common boundary line with a sidewalk.
- B. The outdoor seating area shall not extend beyond the boundaries fronting the licensed business and shall be open and available to all individuals, not solely customers of the permittee.
- C. The outdoor seating area shall allow a minimum four-foot-wide unobstructed pedestrian corridor at all times. Wider pedestrian corridors or increased clearances may be required where warranted by pedestrian traffic or other circumstances. Furniture in an outdoor seating area may be located next to the curb, with two-foot clearance, and/or adjacent to the building, so long as clearances are maintained. Where existing obstructions are present (such as fire hydrants), the corridor can be measured to go around these obstructions.
- D. The outdoor seating area must not block access to public amenities like street furniture, trash receptacles, and way-finding or directional signs.
- E. Furniture must be made of durable material. No plastic or unfinished or pressure-treated wood furniture is permitted.
- F. Planters or pots may be used to define the outdoor dining space but are not required.
- G. Lighting must not cause glare to pedestrians or vehicular traffic and must not be affixed to City trees.
- H. The outdoor seating area must be kept clean and neat, and all trash shall be properly disposed.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2022.03.23 – 071**
Resolution Re: B22046 Whittier Street Sidewalk Improvements

- WHEREAS: A sealed Request for Proposal #B22046 was issued and received for Whittier Street Sidewalk Improvements on March 1, 2022 at 1:00 p.m.; and
- WHEREAS: The City received three bid replies which were reviewed for necessary experience, technical and professional qualifications, understanding of project scope, approach for completing the work and commitment to project timeline, as well as possession of a satisfactory record of performance. The lowest responsive and responsible bid was submitted by GW Brooks & Son, Inc. of Freedom, NH; and
- WHEREAS: It is the recommendation to accept the proposal submitted by GW Brooks & Son, Inc. of Freedom, NH in the total bid amount of \$488,163.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The Purchasing Agent is hereby authorized to issue a purchase order to GW Brooks & Son, Inc. of Freedom, NH for Whittier Street Sidewalk Improvements in the total amount not to exceed \$488,163.00. The City Manager, or designee, is hereby authorized to contract with the vendor, consistent with the Purchase Order authorized herein.

The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance	Charge
4023.1.300.43124.4753.03168.23	Whittier St Sidewalk Improv	650,000.00	650,000.00	488,163.00
			Total	488,163.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance: Joshua Wyatt
City Attorney

Recorded by: Susan Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2022.03.23 – 071**

Resolution Re: B22046 Whittier Street Sidewalk Improvements

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2022.03.23 – 071**
Resolution Re: B22046 Whittier Street Sidewalk Improvements

RESOLUTION BACKGROUND MATERIAL:

The City of Dover requested proposals from qualified contractors to provide services related to the Whittier Street Sidewalk Improvements project. The project consists of installing a new concrete sidewalk, with associated minor roadway and drainage improvements for approximately 2,000-feet of Whittier Street in the City. The project includes a new sidewalk along the easterly side of Whittier Street, between Sixth Street and Glenwood Avenue.

The timeline for this project is one hundred twenty (120) calendar days following the City's Notice to Proceed.

Bid Information:

A sealed Request for Proposal #B22046 was issued and received for Whittier Street Sidewalk Improvements on March 1, 2022 at 1:00 p.m.

Award Information:

A purchase order will be issued to GW Brooks & Son, Inc. to authorize expenditures as outlined in this resolution.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	356	Number of Responses:	3
Warranty:	N/A	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	Until Complete	Estimated Delivery:	120 Calendar Days from NTP
Recommended Award to:	GW Brooks & Son, Inc.	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation.

[B22046 Bid Documents](#)



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2022.03.23 – 072**

Resolution Re: Fiscal Year 2023 Budget Appropriations, Fees and Capital Improvements Program

WHEREAS: The City Manager submitted the proposed FY2023 budget to the City Council on March 23, 2022; and

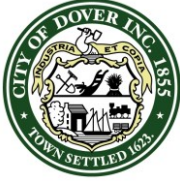
WHEREAS: The Proposed FY2023 budget submitted to the City council, as required by City Charter, contains the Dover School District's proposed Budget Amounts for FY2023; and

WHEREAS: The City Council, after holding the required public hearings, desires to adopt the budgets of various fund for Fiscal years 2023, (July 1, 2022 through June 30, 2023);

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

1. The annual budget for the City of Dover for Fiscal Year 2023, submitted to the City Council by the City Manager and on file with the City Clerk, is adopted to raise the following estimated revenues (including any Budgetary Use of Fund Balance) and appropriate the following appropriations:

Fund	Fund Description	Est Revenue	Appropriations	Fund Type
1000	General Fund			General Fund
2100	Community Development Fund			Special Revenue
2210	Drug Investigation Fund			Special Revenue
2220	Dover Housing Auth Policing			Special Revenue
2245	DHHS Assistance Programs			Special Revenue
2250	Youth Tobacco & Alcohol Awareness			Special Revenue
2800	School Cafeteria Fund			Special Revenue
2820	School Dept. of Education Grants			Special Revenue
2950	School Special Pgms & Grants Fund			Special Revenue
3207	Public Safety Special Details			Special Revenue
3213	Parking Activity Fund			Special Revenue
3320	Residential Solid Waste Fund			Special Revenue
3381	McConnell Center Fund			Special Revenue
3410	Recreation Programs			Special Revenue
3455	Library Fines Fund			Special Revenue
3500	OPEB Liability Fund			Special Revenue
3710	Downtown Dover TIF Fund			Special Revenue
3715	Waterfront TIF Fund			Special Revenue
3810	School Tuition Program Fund			Special Revenue
3830	School Facilities Fund			Special Revenue
5300	Water Fund			Enterprise
5320	Sewer Fund			Enterprise
6100	DoverNet Fund			Internal Service
6110	Central Stores Fund			Internal Service
6310	Fleet Maintenance Fund			Internal Service
6800	Workers Compensation Fund			Internal Service
	Totals	0	0	



CITY OF DOVER

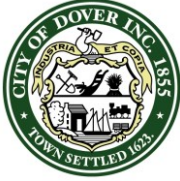
CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2022.03.23 – 072**

Resolution Re: Fiscal Year 2023 Budget Appropriations, Fees and Capital Improvements Program

2. The total amounts set forth in said budgets are hereby appropriated effective July 1, 2022 as provided by law for the departments to perform their functions, transfers to and from reserves and between other funds, and for public purposes not foreign to or incompatible with the mission of the City. General Fund Appropriations include \$_____ for City operations, \$_____ for School Department operations, \$_____ for Debt Service and \$_____ for County Tax.
3. There is no Budgetary Use of Fund Balance included in the General Fund for the purpose of offsetting property taxes.
4. In accordance with RSA 76:6, the City Tax Assessor shall revise and report to the Department of Revenue Administration the amount required for Tax Overlay to provide for the issuance of property tax abatements for tax year 2022 (Fiscal Year 2023).
5. In accordance with RSA 21-J:34, the City Manager shall revise and report to the Department of Revenue Administration the estimated amount of all non-property tax revenues for Fiscal Year 2023 .
6. For water consumption per hundred cubic feet (HCF) effective July 1, 2022, the Water and Sewer User Fees will be \$_____ and \$_____, respectively.
7. Effective July 1, 2022, the City Manager is authorized to enter into agreements with, and make payments to, the various agencies receiving Grants/Subsidies and Membership Dues as contained within the budget.
8. Effective July 1, 2022, the City Manager is authorized to enter into agreements with, and make payments to, various vendors supplying computer hardware and software annual maintenance services and support contracts as contained within the budget.
9. Effective July 1, 2022, any new funds represented in the budget are established for the purposes enumerated within the budget.
10. Effective July 1, 2022, the City Manager is authorized to make transfers between funds for the purposes prescribed, including special, capital and other reserve funds, including transfers to or from the City and School Employee Benefits Reserves.
11. Effective July 1, 2022, within the parameters of City Charter C6-8, the head of any non-school department, with the approval of the City Manager, may transfer any unspent balance or any portion thereof from one fund or agency within his/her department to another fund or agency within his/her department. A receiving transferee “fund or agency” within the meaning C6-8 includes any other necessary funding purposes or need within that department, whether or not money is appropriated in the existing budget.



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Resolution Number: **R – 2022.03.23 – 072**

Resolution Re: Fiscal Year 2023 Budget Appropriations, Fees and Capital Improvements Program

12. Effective July 1, 2022, all fees and charges represented within the budget and the associated schedule of fees is adopted.
13. Effective July 1, 2022, in accordance with RSA 31:95-b and RSA 21-P:43, the City Manager is authorized to sign all grant applications and any such funding awarded during the fiscal year is appropriated for such purpose. The City Manager, within the parameters of City Charter provision C6-8, is authorized to transfer funds within a department to provide for local match as required by grant awards.
14. Effective July 1, 2022, in accordance with RSA 31:95-e, the City Manager is authorized to accept on behalf of the City gifts of personal property which may be offered to the City consistent with the parameters of the City Charter.
15. Effective July 1, 2022, revenues from the sale of city property are appropriated for their established and intended use.
16. Effective July 1, 2022, revenues from the fees collected for Recreation Special Programs are appropriated for their established and intended use.
17. Effective July 1, 2022, the City Manager is authorized during the fiscal year to initiate Recreation Special Programs fee discount for promotional events to generate revenue and program participation.
18. Effective July 1, 2022, revenues from the fees collected by the Youth to Youth Program from participant fees, speaking engagement fees, and program presentation fees are appropriated for Youth to Youth program expenses and functions.
19. The City Financial Policies, as contained within the budget, are reaffirmed and adopted for the coming fiscal year.
20. In accordance with RSAs 674:8 and 674:21-V(b), the FY2023-28 Capital Improvements Program, as amended, is hereby reaffirmed and adopted.
21. In accordance with City Charter provision C6-11, the designated depositories for city funds for fiscal year 2023 shall be Citizens Bank and the New Hampshire Public Deposit Investment Pool (NHPDIP). The City Treasurer is authorized to utilize, in addition to Citizens Bank and NHPDIP, other banks located within the City of Dover or banks authorized per RSA 48:16 (*City Treasurer Duties*), if deemed most advantageous to the City and in compliance with the City's adopted investment policy.
22. The sum of \$_____ representing budgeted transfers to fund 30% of the OPEB Actuarial Determined Contribution as identified per the City's adopted financial policies is to be transferred to the OPEB Trust.
23. The sum of \$_____, collected as Transportation Improvement Fees and currently held in custody by the City of Dover Board of Trustees of Trust Funds in the



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Resolution Re: Fiscal Year 2023 Budget Appropriations, Fees and Capital Improvements Program

Transportation Improvement Reserve is hereby appropriated for use by the City of Dover for payments to COAST for Fiscal Year 2023 COAST Bus grant subsidy.

24. The sum of \$_____, collected as Vehicle Reclamation Fees and currently held in custody by the City of Dover Board of Trustees of Trust Funds in the Vehicle Reclamation Reserve is hereby appropriated for use by the City of Dover for payments associated with the collection, disposal, recycling or reclamation of vehicle or other waste material for Fiscal Year 2023.
25. The sum of \$_____, currently held in custody by the City of Dover Board of Trustees of Trust Funds in the School Facilities Improvement Capital Reserve is hereby appropriated for use by the Dover School District for Fiscal Year 2023 School Facilities Improvement items budgeted in the School District's General Fund budget.
26. The sum of \$_____, currently held in custody by the City of Dover Board of Trustees of Trust Funds in the School Student Services Capital Reserve is hereby appropriated for use by the City of Dover School District for Fiscal Year 2023 eligible appropriations as budgeted in the School District's General Fund budget.
27. In accordance with RSA 80:52-c *Electronic Payments*, the City Treasurer is authorized to accept payments of City Department fees, property taxes, utility bills by use of credit card or other means of electronic payments.

Note: This Resolution requires a two- thirds majority vote to adopt pursuant to Dover Charter C6-3.1, unless General Fund revenues are increased or General Fund appropriations are decreased to result in the General Fund property tax levy being in compliance with budget limitation tax cap. This Resolution requires an advertised public hearing for each of the City and School budgets to be separated by at least 24 hours and held at least seven days in advance of final adoption. Final adoption of the budget by the City Council shall occur not later than June 15th prior to the beginning of the next fiscal year.

Resolution to be referred to Public Hearings as follows:

School Department Budget hearing Wednesday, April 13, 2022

City Budget hearing Wednesday, April 20, 2022

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
By Request

Approved as to Legal Joshua M. Wyatt
Form and Compliance: City Attorney

Recorded by: Susan M. Mistretta
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2022.03.23 – 072**
Resolution Re: Fiscal Year 2023 Budget Appropriations, Fees and Capital Improvements Program

DOCUMENT HISTORY:

First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor Michelle Muffett-Lipinski, Ward 1		
Councilor Robert Hinkel, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Ordinance does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

This resolution adopts the budget for various funds for the next fiscal year, as well as setting utility rates, authorizing grant, subsidy and membership payments, computer maintenance contracts, transfers between funds, setting fees for various services, authorizing signing of grant applications and appropriations thereof, approval of the investment policy and adopting the six-year Capital Improvements Program, as required by State Statute to support assessment of impact fees.