

CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, May 8, 2024**
Meeting Time: **7:00 pm**

1. **CALL TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL ATTENDANCE**
5. **PROCLAMATIONS/AWARDS – MENTAL HEALTH AWARENESS MONTH**
6. **APPROVAL OF AGENDA**
7. **PUBLIC HEARINGS**

- A. **VEHICLES AND TRAFFIC, CHAPTER 141, SECTIONS 30 AND 40**
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**

10. **APPROVAL OF MINUTES**

- A. **April 24, 2024 – Regular Meeting**

11. **MAYOR'S REPORT**

12. **UNFINISHED BUSINESS**

- A. **ORDINANCES IN THE 2nd READING**

1. **VEHICLES AND TRAFFIC, CHAPTER 141, SECTIONS 30 AND 40**
SPONSORED BY MAYOR CARRIER BY REQUEST

- B. **ORDINANCES IN THE 3RD READING**

- C. **RESOLUTIONS**

13. **NEW BUSINESS**

- A. **CONSENT CALENDAR**

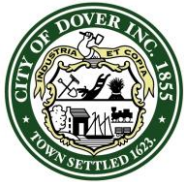
1. **AUTHORIZING ACCEPTANCE OF OBSTRUCTION PERMIT FROM NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION (NHDOT) FOR GREAT BAY ROWING'S USE AND STORAGE OF ROWING EQUIPMENT AT HILTON PARK**
SPONSORED BY MAYOR CARRIER BY REQUEST
2. **PURCHASE OF ACCU TAB UNIT FOR FRENCH CROSS WATER TREATMENT PLANT**
SPONSORED BY MAYOR CARRIER BY REQUEST

COMMITTEE REPORTS

1. Arts Commission (Nemeth)
2. Conservation Commission (Williams)
16. Solid Waste Advisory Committee (Hackett)
17. Transportation Advisory Commission (Richer)

Document Created by: Jerrica Vansylyvong-Bizier, City Clerk
Document Posted on: May 3, 2024

2024.05.08 City Council Agenda
Page 1 of 3



CITY OF DOVER

CITY COUNCIL - AGENDA

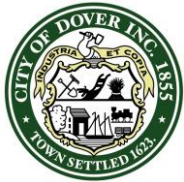
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3. Library Board of Trustees (Nemeth)
4. Appointments Committee (Williams)
5. Planning Board (Cullen)
6. School Board Liaison (Hackett)
7. Arena Commission (Hackett)
8. Recreation Advisory (Retrosi)
9. Energy Commission (Richer)
10. Parking Commission (Warach)
11. McConnell Center Advisory Committee (Retrosi)
12. Legislative Liaison (Shanahan)
13. Committee for Racial Equity and Inclusion (Nemeth)
14. Graffiti Management Advisory Committee (Nemeth)
15. Ordinance Committee (Shanahan)
18. Joint Building Committee – DHS (Carrier)
19. Heritage Commission (Retrosi)
20. Board of Health (Richer)
21. **Downtown TIF Advisory Board (Warach)**
22. **Cochecho Waterfront Development Advisory Committee (Carrier)**
23. **COAST (Shanahan)**
24. **Waterfront TIF Advisory Board (Warach)**
25. **Dover Main Street (Carrier)**
26. **Strafford Regional Planning Commission (Williams)**
27. **Government Affairs (Carrier)**
28. **Pool Advisory (Retrosi)**
29. **Cemetery Board (Warach)**
30. **Joint Building Committee – Athletic Complex (Cullen)**

B. RESOLUTIONS

1. **RENAMING THE RECREATION DEPARTMENT'S ANNUALLY FUNDED "HARDSHIP SUBSIDY PROGRAM" TO THE "GARY BANNON RECREATIONAL HARDSHIP SUBSIDY PROGRAM"**
SPONSORED BY MAYOR CARRIER, DEPUTY MAYOR SHANAHAN, AND COUNCILOR WILLIAMS
2. **FY2024 TRANSFER OF APPROPRIATION - GENERAL FUND CITY DEPARTMENTS**
SPONSORED BY MAYOR CARRIER BY REQUEST
3. **FY2024 DISSOLUTION OF PRIOR YEARS' CAPITAL PROJECT FUNDS INTO THE GENERAL FUND**
(TO BE REFERRED TO A PUBLIC HEARING ON MAY 22, 2024)
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST
4. **FY2024 GENERAL FUND UNASSIGNED FUND BALANCE TRANSFERS TO CERTAIN SPECIAL REVENUE AND CAPITAL PROJECT FUNDS TO ADDRESS FUND DEFICITS**
(TO BE REFERRED TO A PUBLIC HEARING ON MAY 22, 2024)
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST
5. **AUTHORIZING ACCEPTANCE OF DONATED FUNDS FROM DOVER400 AND EXPENDITURE OF THE SAME**
(TO BE REFERRED TO A PUBLIC HEARING ON MAY 22, 2024)
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER
6. **AUTHORIZATION TO ACCEPT AND EXPEND THE US DEPARTMENT OF ENERGY – ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT**
(TO BE REFERRED TO A PUBLIC HEARING ON MAY 22, 2024)
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST

C. ORDINANCES IN 1ST READING



CITY OF DOVER

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



PROCLAMATION

- WHEREAS:** Mental health is an essential part of overall well-being, impacting youth, families, individuals and those who work in or own businesses across Dover, NH; and
- WHEREAS:** One in five American adults experiences a mental health condition each year with one in six American adolescents (ages 12-17) experiencing a major depressive episode; and
- WHEREAS:** Mental Health challenges impact everyone, we all face challenges in life that can impact our mental health; and
- WHEREAS:** Despite its prevalence, mental health remains shrouded in stigma, preventing many from seeking help; and
- WHEREAS:** Early intervention and access to quality care are crucial for managing mental health conditions and improving quality of life; and
- WHEREAS:** May is recognized nationally as Mental Health Awareness Month, providing an opportunity to raise awareness, combat stigma, and promote mental health resources; and

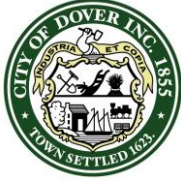
NOW, THEREFORE, I, Robert Carrier, Mayor of the City of Dover in the State of New Hampshire, do hereby proclaim the month of May 2024 as:

MENTAL HEALTH AWARENESS MONTH

I encourage all residents of Dover to educate yourself and others about mental health conditions, treatment options, and available resources. Challenge stigma by speaking respectfully and inclusively about mental health. Seek help if you are struggling with your mental health and encourage others to do the same. Support organizations that provide mental health services and advocacy. Create safe and supportive environments for open conversations about mental health. Become part of the mental health solution. We must work together to create a community where everyone feels empowered to prioritize their mental well-being and seek help when needed.

IN WITNESS WHEREOF, I have here unto set my hand and caused the Seal of the City of Dover to be affixed this 8th Day of May, 2024.

Robert Carrier, Mayor
City of Dover, New Hampshire

 CITY OF DOVER	CITY OF DOVER - ORDINANCE Agenda Item#: 12.A.1. Ordinance Number: O – 2024.04.24 - 5 Ordinance Title: Vehicles and Traffic Chapter: 141 Section: 30 Hours of Operation and rates 40 Schedule A: One-Way Roadways
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The City of Dover Ordains:

1. **PURPOSE**

The purpose of this ordinance is to revise Chapter 141 of the Dover Code to (i) adopt certain paid parking exemption for vehicles with Veteran license plates, and (ii) impose a one-way restriction on a section of Fifth Street. Further information is in the background section of this ordinance, incorporated by reference.

2. **AMENDMENT**

Chapter 141 entitled “Vehicles and Traffic” is hereby amended by revising Section 141-30, “Hours of operation and rates”, as follows:

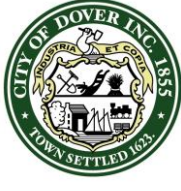
a. **THE FOLLOWING ARE AMENDED:**

§ 141-30 **Hours of operation and rates.**

- A. Paid parking shall be required daily between the hours of 9:00 a.m. and 8:00 p.m., except on Sundays, with the exception of:
- (1) The Orchard Street Parking Garage where designated as metered or paid parking shall also be required as paid parking at all times, 24 hours a day and seven days a week.

(2) The following holidays: January 1; the third Monday in January, known as Martin Luther King, Jr. Civil Rights Day; the third Monday in February, known as Washington's Birthday; the last Monday in May, known as Memorial Day, or on a date to coincide with the federal observance if it is held on a different day; July 4; the first Monday in September, known as Labor Day; the second Monday in October, known in Dover as Indigenous People's Day; November 11, known as Veterans Day; Thanksgiving Day; the Friday after Thanksgiving; and Christmas Day. When one of the listed holidays falls on a Sunday, the Monday after shall be observed as a holiday.

(3) Any vehicle bearing the following special New Hampshire license plates and in use by the person qualifying for said special plates shall be entitled to free parking in metered spaces for no more than three hours each day: Purple Heart (including Purple Heart-Vanity), Gold Star, Prisoner of War, ~~and~~ Pearl Harbor Survivor (including Pearl Harbor Survivor-Vanity), and Veteran and Veteran-Vanity. Any vehicle with license plates from another state or United States territory bearing substantially equivalent governmental license plates shall, provided the vehicle is in use by the person qualifying for said special license plates, likewise be entitled to no more than three hours each day of free parking in metered spaces.
- B. Parking meter rates shall be set forth in the annual Fee Schedule adopted by the City

 CITY OF DOVER	CITY OF DOVER - ORDINANCE	
	Ordinance Number: O – 2024.04.24 - 5 Ordinance Title: Vehicles and Traffic Chapter: 141 Section: 30 Hours of Operation and rates 40 Schedule A: One-Way Roadways	Agenda Item#: 12.A.1.

Council.

- C. For good cause, the Chief of Police, upon recommendation of the Parking Commission, shall have the authority to temporarily suspend the provisions of this section for specified dates and times.
- D. Free parking permitted for persons with a walking disability under RSA 265:74 shall be limited to a maximum of three hours.

3. **AMENDMENT**

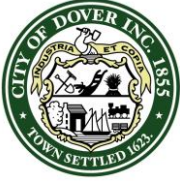
Chapter 141 entitled “Vehicles and Traffic” is hereby amended by revising Section 141-40, “Schedule A: One-Way Roadways”, as follows:

a. **THE FOLLOWING ARE AMENDED:**

§ 141-40 **Schedule A: One-Way Roadways.**

In accordance with the provisions of § **141-6**, it shall be unlawful for any person operating a motor vehicle to operate the same on those portions of public highways hereinafter named, in any direction other than as hereinafter set forth:

Street	Direction of Travel	Limits
Angle Street	Easterly	From the intersection with Academy Street to the intersection with Central Avenue
Central Avenue	Easterly	On the crossway between the two portions of Central Avenue immediately to the south of the Morrill Monument and Fountain in the Upper Square
Central Avenue	Southerly	From the intersection with Second Street to the intersection with Washington Street
Chapel Street	Easterly	From the intersection with Main Street to the intersection with St. John Street
Cochecho Street	Easterly	From the intersection with Portland Avenue to the intersection with Rogers Street



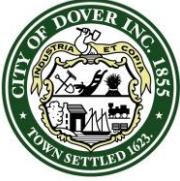
CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.1.

Ordinance Number: **O – 2024.04.24 - 5**
Ordinance Title: Vehicles and Traffic
Chapter: 141
Section: 30 Hours of Operation and rates
40 Schedule A: One-Way Roadways

Street	Direction of Travel	Limits
Fayette Street	Northerly	From the intersection with Washington Street to the intersection with Green Street
First Street	Westerly	From the intersection with Central Avenue to the westernmost entrance to the First Street parking lot
<u>Fifth Street</u>	<u>Westerly</u>	<u>From the intersection with Chestnut Street to the intersection with Fourth Street</u>
Fourth Street	Easterly	From the intersection with Chestnut Street to the intersection with Central Avenue
Green Street	Westerly	From the exit from the United States Post Office parking lot to the intersection with Washington Street
Hampshire Circle	Easterly	From the intersection with Whittier Street and then westerly to the intersection with Whittier Street
Henry Law Avenue	Easterly	From the intersection of Washington Street to the intersection of George Street
Lincoln Street	Westerly	From the intersection with Chestnut Street to the intersection with Grove Street
Locust Street	Northerly	From St. Thomas Street to Washington Street
Main Street	Northerly	From the intersection with Washington Street to the intersection with Chapel Street
Mechanic Street	Northerly	From the intersection with School Street to the entrance to the School/Mechanic Street parking lot
Mineral Park Drive	Northerly	From the intersection with Whittier Street to the intersection with Pleasant View Circle



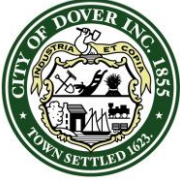
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Street	Direction of Travel	Limits
Nelson Street	Westerly	From the intersection of Locust Street to the intersection of Atkinson Street
New York Street	Easterly	From the intersection with Central Avenue to the intersection with Park Street
Orchard Street Lot service road	Northerly	From its intersection with Orchard Street to its exit into the north end of the Orchard Street Lot
Pleasant View Circle	Easterly	From the intersection of Washington Street to the intersection with Whittier Street
Portland Avenue Connector	Easterly	From the intersection with Chapel Street to the intersection with Portland Avenue
St. Thomas Street	Westerly	From the intersection with Central Avenue to the intersection with Locust Street
St. Thomas Street	Westerly	From the intersection with Chestnut Street to the intersection with Belknap Street
School Street	Easterly	From the entrance to the School/Mechanic Street parking lot to the intersection of Mechanic Street
Second Street	Westerly	From the intersection with Central Avenue to the intersection with Chestnut Street
Spruce Lane	Easterly	Back River Road from the intersection with Back River Road and the so-called "Slip Lane"
Spruce Lane	Westerly	Back River Road from the intersection with Back River Road in the so-called "Slip Lane"
Union Street	Easterly	From the intersection with Central Avenue to the intersection with Court Street



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Section: 30 Hours of Operation and rates
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Street	Direction of Travel	Limits
Winter Street	Easterly	From the intersection with Broadway to the intersection with Durrell Street

4. TAKES EFFECT

This ordinance shall take effect upon passage. The City Clerk shall cause publication of notice as required by RSA 47:18.

REQUIRES PUBLIC HEARING

FIRST READING ON APRIL 24, 2024

TO BE REFERRED TO SECOND READING/PUBLIC HEARING ON MAY 8, 2024

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

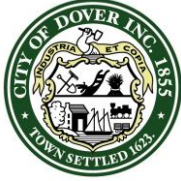
Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk

DOCUMENT HISTORY:

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

 CITY OF DOVER	CITY OF DOVER - ORDINANCE	
	Ordinance Number: O – 2024.04.24 - 5 Ordinance Title: Vehicles and Traffic Chapter: 141 Section: 30 Hours of Operation and rates 40 Schedule A: One-Way Roadways	Agenda Item#: 12.A.1.

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, 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.		

ORDINANCE BACKGROUND MATERIAL:

141-30: The amendments to Section 30 enable vehicles displaying Veteran license plates to qualify for a three-hour exemption from paid parking. This change was approved by the Parking Commission on February 20, 2024.

141-40: This change imposes a new one-way restriction for a section of Fifth Street (between Chestnut Street and Fourth Street). This change derives from feedback from residents. The City’s Transportation and Advisory Commission approved this change on August 22, 2022, which is being brought forward at this time in relation to the Fifth and Grove Street construction project.

City Manager's Report

May 8, 2024

Reporting On:

April 2024

By: J. Michael Joyal, Jr.
City Manager

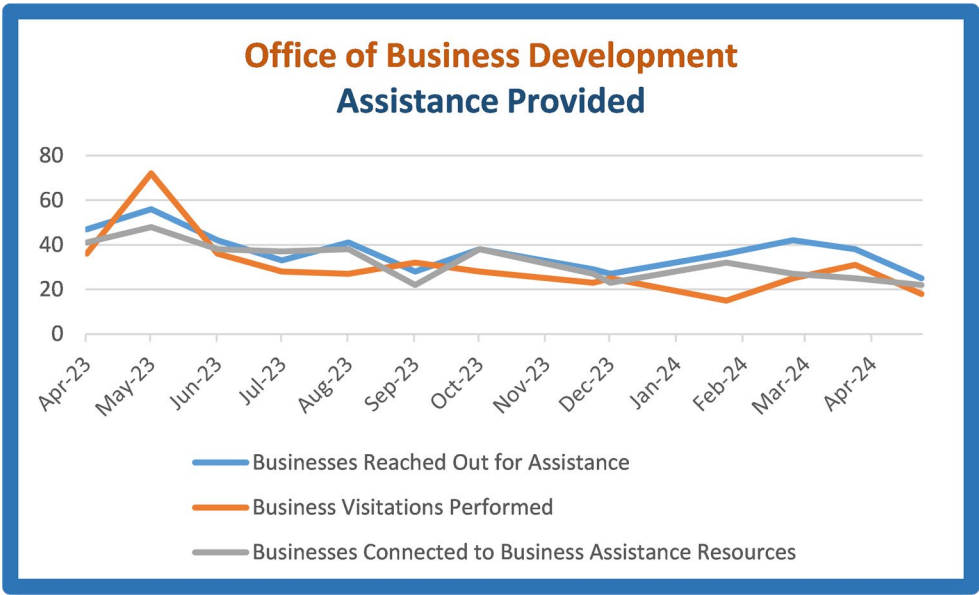
Executive Department

Six Divisions ♦ 23 Employees

Office of Business Development (OBD)

Christopher Parker, Deputy City Manager; James Burdin, Business Development Coordinator; Reid Bickley, Business Development Specialist

	Mar 23	Mar 24	12-Mo. Avg.
Dover Labor Force	18,760	18,730	18,677
Dover Unemployment Rate	1.8%	2.5%	1.9%
Median Home Sales-Single Family	\$460,000	\$540,000	\$ 519,000
Average Days on Market	47	18	19



New Business / Commercial Development / Downtown Updates

Retail sales in Dover remained stable in April, showing no significant change from the previous month. Despite this stagnation, local retailers maintain a positive outlook for the summer season, supported by modest price increases in goods which suggest a manageable inflationary environment.

Retailers are actively engaging in community events, illustrated by the organization of the Dover Spring Fling, scheduled for May 4, 2024, from 8 AM to 7 PM. This downtown event will feature a variety of pop-up shops, vendors, and live musicians in Waldron Court. Many retail establishments plan to offer specials and giveaways, enhancing community participation and consumer spending.

The restaurant sector in Dover is experiencing robust growth. Two local restaurants have recently expanded into larger locations, with one already attracting consistent crowds and the other expected to open within the next two weeks. Additionally, a newly opened bistro has garnered excellent reviews and maintained a steady flow of patrons since its inception. Plans are also underway to welcome an Italian restaurant and a new sports bar. The Office of Business Development has seen a continuous influx of inquiries from prospective restaurateurs, indicating an expanding dining scene.

The Office of Business Development successfully convened the inaugural Discover Dover Stakeholders meeting in April. This initiative, revitalized after a hiatus during the pandemic, aims to foster partnerships among local business leaders, event organizers, and tourism professionals. The goal is to enhance the visitor experience and promote economic vitality in Dover. Future meetings will focus on developing a collaborative and cohesive strategy for marketing the community's offerings to visitors.

Economic Activity

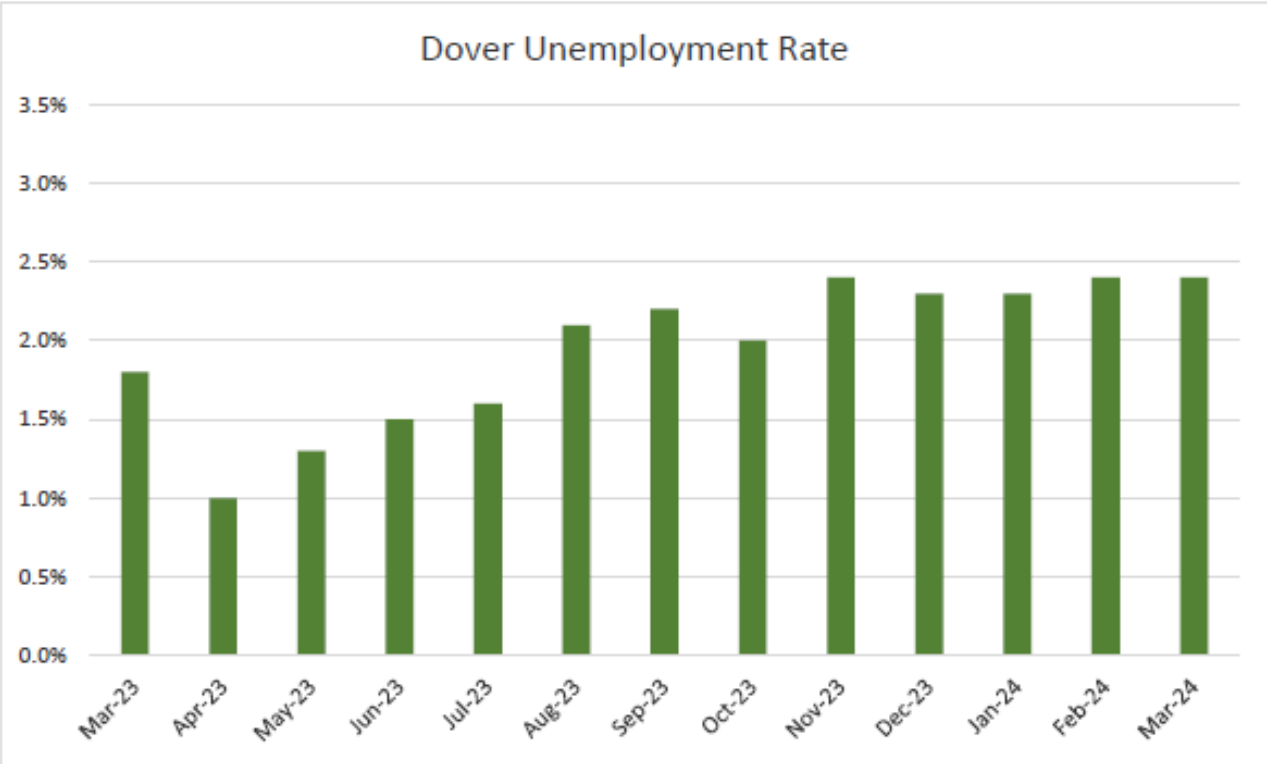
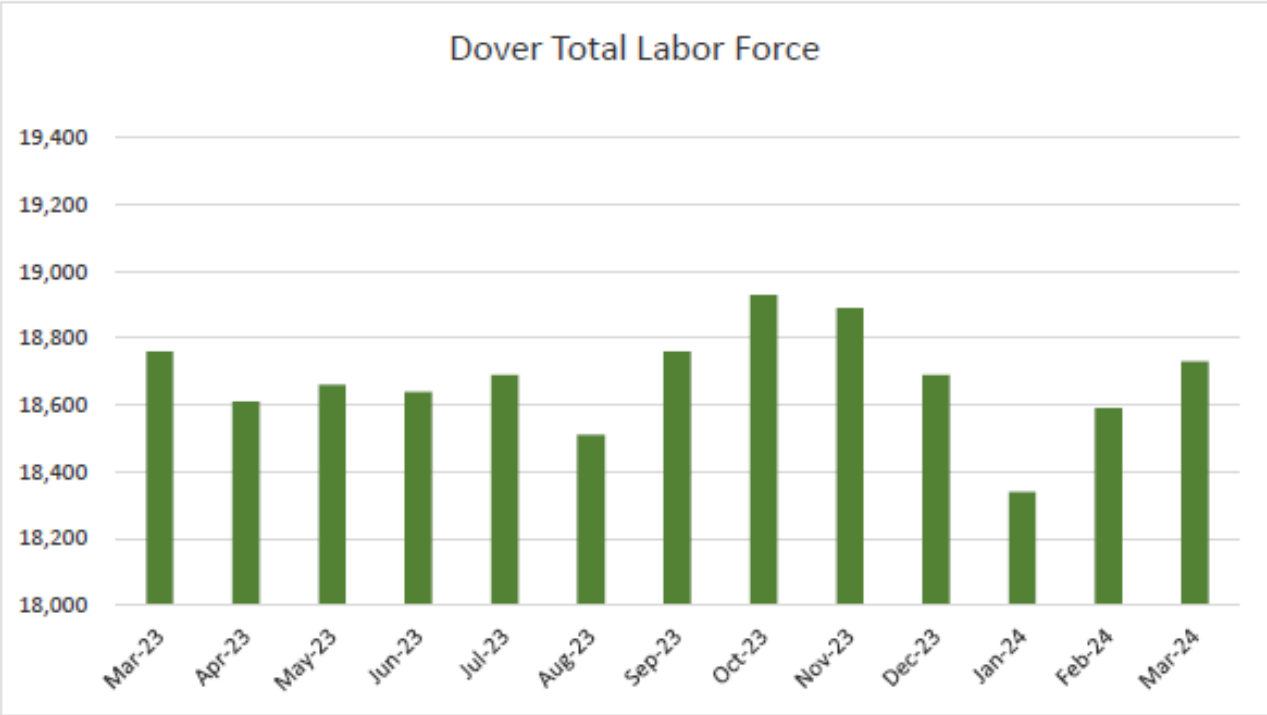
Nationwide GDP growth fell short of projections in Q1 while this figure does not necessarily reflect regional conditions, it has contributed to negative perceptions on the nationwide economy that could influence consumer spending going forward.

The Federal Reserve Bank of Boston notes that overall employment remained steady, but conditions varied by sector, particularly noting that the slight increases in restaurant and tourism employment falls short of overall industry demand, with many vacancies going unfilled.

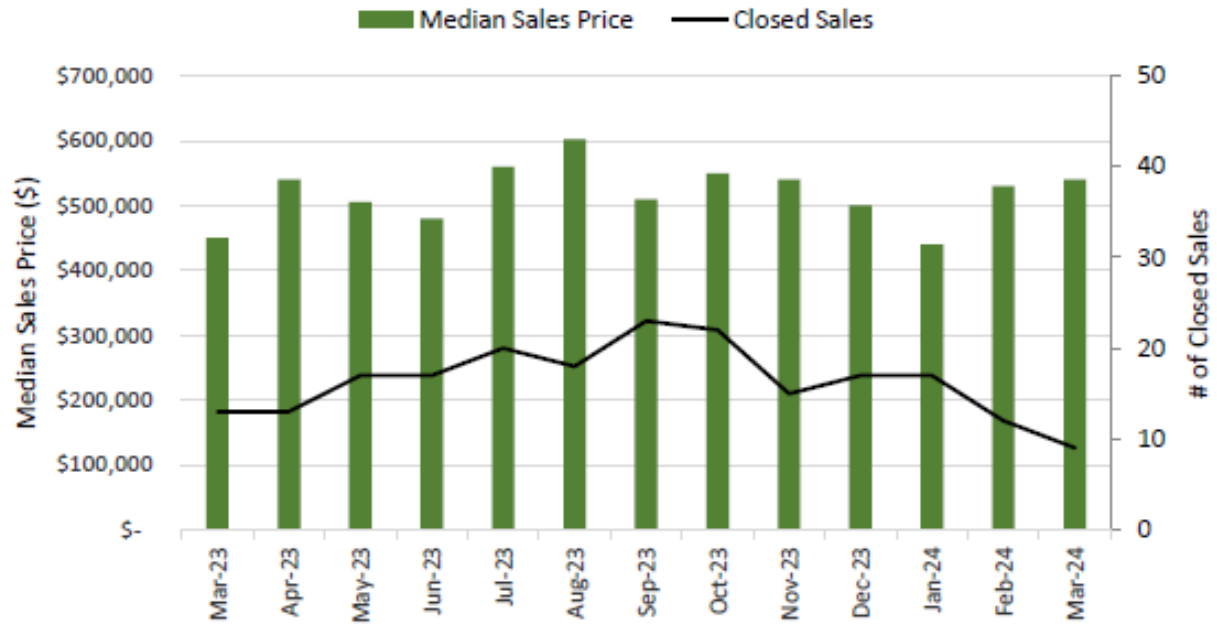
Overall prices in greater Boston remained steady. Research into retail trends indicates that global shipping disruptions have not yet had a significant impact on suppliers.

Some non-local items were excerpted from the Federal Reserve Beige Book-Boston.

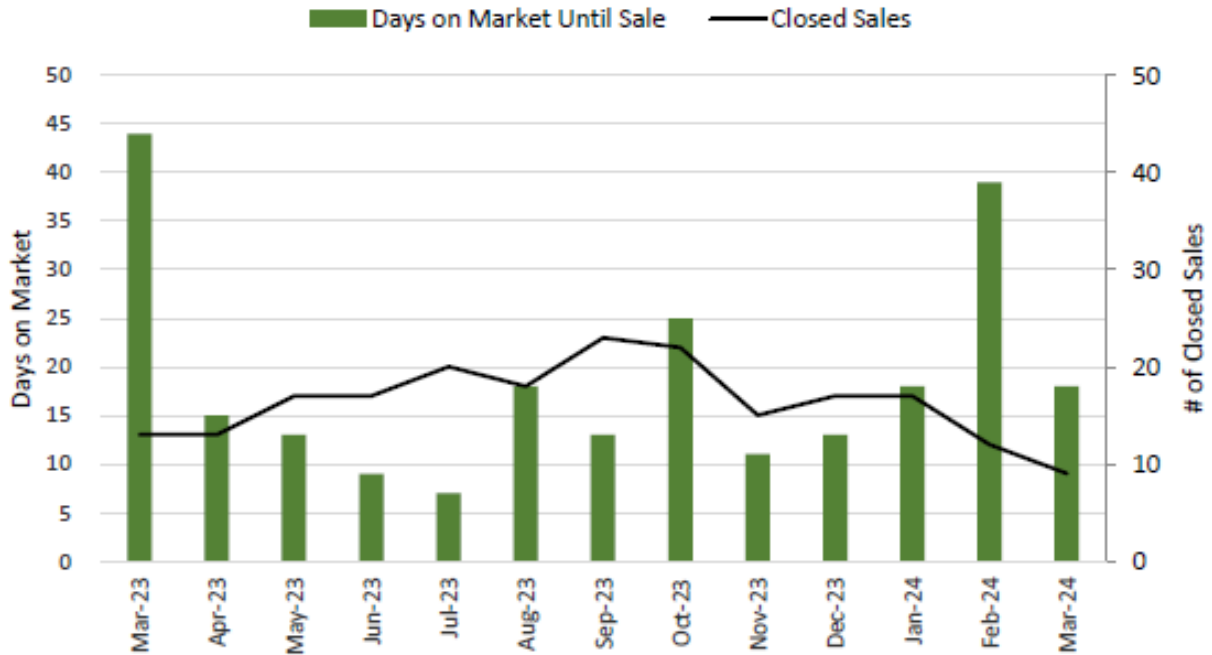
Housing metrics obtained from NHAR-Strafford County.



Median Home Sales Price (Single-Family)



Mean Days on Market until Sale (Single Family)





As of April, 2024
- Mike Gillis

Waterfront Update:

Northeast Earth Mechanics (NEEM) has completed the blasting and site prep work. Efforts have been focused on completing the remaining utility installation work. This work also includes road way gravel sections being prepared and constructed starting with installing the delineation fabric and obligated clean fill for as part of the Remedial Action Plan (RAP) closure within the road ways. Once the fabric is in place, the subgrade gravels will be applied in preparation for road geo fabric application. Finally, the select gravels for road base construction will be installed.

The following details the specific utility installation progress.

- **Water:** An additional 1,000' of water main was installed. Of this, 390' has been tested and is in service. It is expected that the remaining section will have final testing and put it in service in May.
- **Sewer:** The last section has been installed along the southern loop road (southerly portion of River Street). We are awaiting testing results of this portion for final acceptance and approval.
- **Drainage:** Work in the intersection of River Street and Seaport Way continues with only a few catch basins remaining to be installed. In addition, drainage infrastructure work by the former Butler Building is complete. Both of these sections are waiting final test results for acceptance and approval.

Shoreline restoration: granite toe wall construction continues headed towards the finish line near the Makem bridge. Recently Outfall 1 was installed along with its headwall assembly. The rip rap stilling basin (a structure built downstream of a drainage basin which reduces the energy of water flowing through the spillway) is in the process of being constructed. This will complete this work on the outfall.

Electrical and telecommunication duct banks: Work continues on Seaport Way and throughout the River Street loop road. This work includes installation of vaults and forming and concrete encasement around the private utilities.

Office of the City Attorney (OCA)

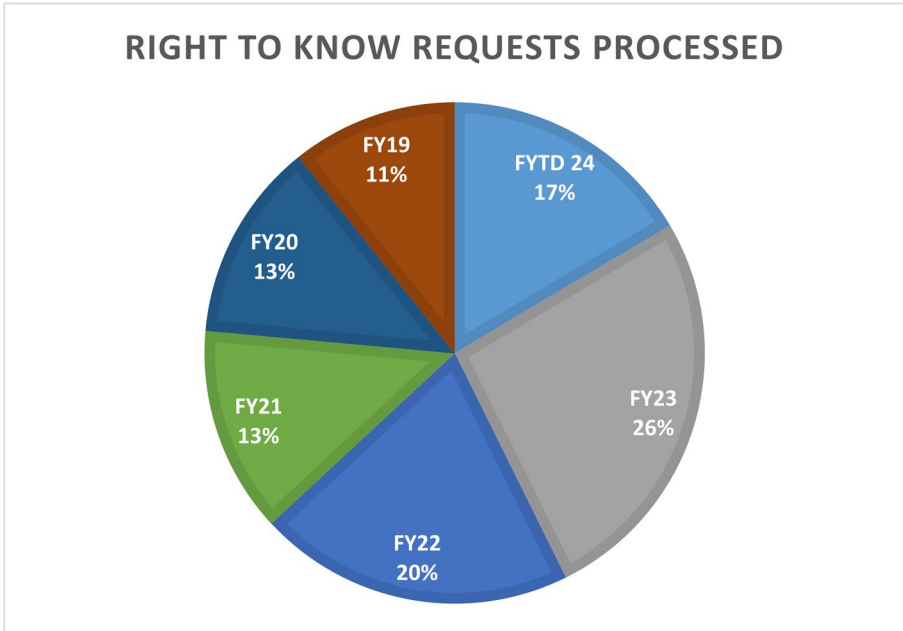
Joshua Wyatt, City Attorney; Jennifer Perez, Deputy City Attorney; Patricia Moniello, Legal Assistant

The Office of the City Attorney provides legal support to City Council, City Manager, City staff and to volunteer boards, commissions and committees of the City of Dover to assist efforts to provide services to constituents/customers. In addition, legal support is provided to the Dover School District and its officials.

Legal support levels are tracked to the extent feasible. The tracking of legal support efforts revolves around “matters” (legal questions and issues raised by staff and all other sources warranting ongoing attention), litigation, legal documents created or reviewed (contracts, deeds etc.), resolutions, and responses to Right to Know requests. It is important to note, however, that not all activity each month results in a new “matter” being created, as a considerable number of tasks performed each month relate to preexisting, in-progress matters that span months (or longer).

TRACKED UTILIZATION DATA FOR THE MONTH OF APRIL 2024

	For Month	FY24 FYTD	FY23	FY22
Legal Matters/Questions Handled	76	874	1,061	790
Review Existing Legal Contracts & Draft Memo	19	130	153	161
Legal Contracts/Memo Created	25	161	201	214
Right to Know Requests Processed	5	63	100	78
Resolutions	5	54	70	74
Ordinances	2	16	17	24
Leases	2	9	4	14
Primex Auto Claims Handled	11	53	80	46
Primex Liability Claims Handled	5	47	67	70
Primex Property Claims Handled	3	47	54	68



Pursuant to RSA 91-A, the following Right to Know requests were received:

Karamida, Inc. – Re environmental conditions at 61 Industrial Park Dr.

KPMG Properties – Re outstanding check report over \$500

Diana Carpinone – Re Vendor submissions in response to RFQ #DSD24013 Dover High School Athletics Facility Project

Boomerang Data – Re unclaimed property lists and unclaimed checks

Wayne Haley – Re car fire at St. Thomas Aquinas High School

Richard Hebbard—name of complainant(s) and related records

The City Attorney's Office supported Council and Master Plan goals by handling the following:

Assisted with proposed project to aid energy efficiency in City-owned buildings; assisted with acquisition of solar array; assisted with continued review of impact fees.

Assisted with Portland Ave retaining wall project; assisted with acceptance of NHDOT transfer of maintenance responsibilities.

Assisted with green burial policy initiative; continued assistance with Cocheco outfall project related to stormwater management; assisted with new proposed stormwater measures in Henry Law Park.

Assisted with Locke St and custom agreements related to new housing to be built; assisted with waterfront closing preparation tasks.

Assisted with procuring monitoring well agreements.

The Office undertook normal review of relevant professional literature. The Office reviewed applicable decisions of the New Hampshire Supreme Court, the United States District Court for the District of New Hampshire, and the United States First Circuit of Appeals, and the United States Supreme Court (whose decisions usually issue annually in spring through early summer). The Office also reviewed case highlights provided by the International Municipal Lawyers Association. The Office receives and reviews professional journals, as well as undertakes periodic review of federal legal developments in the field of education, labor, and other matters.

The City Attorney serves as the chair of the City's Records Committee (as the City Manager appointee). The Office of the City Attorney assists the Ordinance Committee as staff liaison. The Office of the City Attorney also serves as staff liaison for the Ethics Committee.

Other activities of potential interest in April 2024:

Dover School District: Assisted with compliance inquiries; assisted with RSA 91-A responses; assisted with vendor procurements and contract review; assisted with Vendor contract administration; assisted with updating purchasing policies consonant with similar purchasing code changes made by City Council in 2023; assisted with questions by joint building committees.

Executive Department: Assisted with waterfront development closing preparation; assisted with Great Bay Rowing lease; assistance as requested with grievance resolution; assistance with ongoing labor negotiations.

Community Services: Assisted with tree-related inquiries; assisted with public right-of-way questions; assisted with easements and other property right acquisitions; assisted with contract enforcement; assisted with project planning for future infrastructure improvements; assisted with resumed tower lease inquiry by cellular company.

Finance Department: Assisted with water/sewer administration; assisted with collections efforts; assisted purchasing with contract review and related questions.

Fire and Rescue Department: Assisted with contract review; assisted with indemnity and release questions; assisted with contract enforcement/administration.

Library: Assisted with survey of parcel related to anticipated construction project.

Planning: Assisted with enforcement questions/efforts; assisted with active land use litigation appeals; assisted with application review as requested; review requests for statement of no objection to federal and state regulators; assisted with Arts Commission inquiry/initiative.

Police: Assisted with certain various matters as requested.

Recreation: Assisted with lease creation; assisted with response to patron misconduct.

Pending Litigation Updates

The use of outside counsel to handle specialty matters continues and consists of environmental matters and labor negotiations. There are a small number of attorneys hired on a variety of smaller matters. For clarification, the list below does not include bankruptcy filings or cases filed under seal.

Most recent developments bolded.

Maloney v. City of Dover –

Case is pending with Rockingham Superior Court. In July 2023, the trial court granted the City summary judgment. Plaintiff thereafter filed a motion for reconsideration, which the Court has now denied. Plaintiff filed an appeal. **Plaintiff has filed her brief. In April 2024, the City filed an answering brief. Plaintiff is preparing a reply brief, after which the Supreme Court is expected to determine whether and when oral argument will be scheduled.**

Opioid Epidemic Litigation –

Retained services of Robbins Geller of Boca Raton, Florida for fraudulent marketing practices of pharmaceutical manufacturers. Suit filed in USDC in Concord. Case has been transferred to federal court in Ohio as part of a multi-district litigation consolidation. In 2021, the City received its first payment from the State of New Hampshire pursuant to RSA 126-A:83, II, by virtue of an opioid-related settlement entered into by the State of New Hampshire. A national settlement as to certain defendants was accepted in January 2022. Settlements or other payments in satisfaction of City claims may be forthcoming from other defendants, but would be required to be tendered to the State's Opioid Abatement Trust Fund per RSA 126-A:83, I. Certain of the City's opioid claims have become part of bankruptcy proceedings. Following is a list of remaining defendants with a brief note about status of each case:

- Purdue companies: Claims in bankruptcy; following a Second Circuit appeal ruling, the United States trustee has filed a motion to stay while seeking a writ of certiorari (i.e., acceptance of a discretionary appeal) from the United States Supreme Court. The United States Supreme Court has now granted certiorari and the appeal is believed to be in the briefing process.
- Endo companies: Claims in bankruptcy, though a potential settlement may be underway.
- Mallinckrodt: Claims in bankruptcy, but money appears to have been distributed to the State of New Hampshire in January 2023.
- Sacklers (Individuals): See Purdue update above.
- Rite-Aid: Has now filed bankruptcy and this Office is working with the City's outside counsel to determine response options.

Mary Hebbard v. City of Dover, John & Karen Brough and Ryan Colbath -

Complaint and counterclaims concerning Old Garrison Road and Sprue Lane. Partial summary judgment rulings received in February 2021. Following trial in 2021, a final trial order was issued by the Court on April 1, 2022, finding in favor of the City on the width of Spruce Lane, the location of Old Garrison Road, several disputed issues of law concerning allowable uses on public roads, and issuing an injunction requiring remedial action. The Hebbards filed a motion for reconsideration, which the Court denied. The case was then appealed by Mr. and Mrs. Hebbard. The Hebbards filed an appeal brief in June 2023. The City and other parties submitted opposing briefs in August 2023. The Hebbards have filed a reply brief, which the City moved to strike portions of and the Court has not yet ruled upon. No appeal decision has been received. Case has still not yet been scheduled for oral argument.

City of Dover v. Mary and Rick Hebbard -

Complaint filed in October 2019 concerning drainage in the Tanglewood Subdivision. Partial summary judgment rulings were received in February 2021. Case was tried by City Attorney, Deputy City Attorney, and outside counsel on April 7, 8 and 9 of April 2021. The post-trial briefing was divided

into two areas: (1) injunctive relief concerning removal of a berm, and (2) remaining issues, including enforcement of a stipulated Court-Order for an underground drainage system. In May 2021, the Court issued an order granting an injunction and requiring removal of the berm and restoration of surface drainage. In September 2021, the Court issued a final Order on the remaining trial issues, finding the defendants to be in contempt of a prior stipulation and requiring that the defendant's complete construction of the drainage project within 90 days of receiving additional materials from the City. The drainage system is now believed to be constructed and completed. The Court held an evidentiary hearing on September 9, 2022 relating to damages alleged by the defendants. No decision has issued yet on that damages hearing. The Hebbards have filed other post-hearing items since, to which the City has responded to the extent necessary. The parties are or should be in the process of fulfilling the other obligations of the earlier stipulation they entered into, which includes conveyance of an easement and a mutual release. To summarize, as of end of January 2024, the Hebbards have not yet fulfilled all of their obligations under the earlier stipulation, and the "damages" matter has been briefed and is still awaiting decision, which includes the City's motion requesting an award attorney's fees (and/or used to setoff of any "damages" found to be due to Mr. and Mrs. Hebbard). **In April 2024, City filed a motion for status conference.**

City of Dover v. Secretary of State (House Redistricting) -

On July 26, 2022, a complaint was filed with the Strafford County Superior Court. In October 2022, the defendants filed a Joint Motion to Dismiss. In November 2022, the plaintiffs filed an objection, to which the defendants filed a reply. Plaintiffs filed a brief surreply memorandum. Case has not yet been scheduled for discovery. In June 2023, the Superior Court (Howard, J.) issued an Order denying the defendants' motion to dismiss. Thereafter, the defendants moved for reconsideration, which the Court denied. In August 2023, the defendants filed an answer to the complaint. In October 2023, with the parties unable to agree on case scheduling, the Court conducted a structuring conference and issued a scheduling order. A deposition of the plaintiffs' expert occurred in December 2023. The parties have now each filed for motions summary judgment. A four-hour summary judgment hearing is scheduled to occur on February 7, 2024. **In April 2024, summary judgment issued in favor of the defendants. Case is being appealed to New Hampshire Supreme Court.**

Richard Strahan v. William McNamara -

Declaratory judgment and injunction action filed in U.S. District Court by a citizen against the University of New Hampshire, the Town of Durham, and the City of Dover. In the Complaint, the plaintiff alleges various claims arising out of a no-trespass order related to UNH Wildcats Transit. Outside counsel is defending this matter and has moved to dismiss the claims asserted by the plaintiff against Chief Breault. The Court denied the plaintiff's requests for a preliminary injunction, following the most recent of which the plaintiff filed an interlocutory appeal to the U.S. First Circuit Court of Appeals. The First Circuit later dismissed the interlocutory appeal. Plaintiff moved to amend to assert claim against presiding judge. The United States District Court for New Hampshire has denied the motion to amend and has granted a motion to dismiss Chief Breault as a party. A new appeal to the First Circuit was recently filed. No appeal briefing has occurred yet.

Garry Lane et al v. City of Dover et al. -

In October 2022, abutters filed an appeal of a decision of the Zoning Board of Adjustment granting an equitable waiver of dimensional requirements. The City and other respondent have filed an answer. The City filed a certified record. The final hearing was held on March 22, 2023 and the appellants and the City each filed a memorandum with the Court. The intervenor filed a post-hearing memorandum and the appellants filed a reply to same. In October 2023, the trial court issued an Order on the merits affirming the decision of Dover's ZBA. Mr. and Mrs. Lane have now appealed to the New Hampshire Supreme Court. The appellants have filed their brief. **In April 2024, the appellees (including City) filed an answering brief. Appellants are expected to file a reply brief, after**

which the Supreme Court is expected to determine whether and when to hold oral argument.

Pamela Leighton et. al. v. City of Dover et al -

In November 2022, representatives of the estates of two decedents filed a tort action in Strafford Superior Court, naming as defendants a former Dover police officer and the City of Dover. In December 2022, the City and co-defendant filed answers to the Complaint. Case is now in general discovery. In October 2023, defendants filed a motion for summary judgment. Plaintiffs have objected. Defendants filed a summary judgment reply memorandum, to which the plaintiffs responded by reply in December 2023. **In April 2024, the trial court granted summary judgment to the defendants. Case is currently within appeal period.**

Tibbett v. City of Dover -

The City was notified in January 2023 of an appeal to Superior Court of a subdivision approval in November. In February 2023, the City filed a certified record and answer to the complaint. The City filed a memorandum of law and a hearing on the merits was held on May 1, 2023. By Order dated June 27, 2023, the Superior Court (Will, J.) affirmed the decision by the Dover Planning Board. A motion for reconsideration was thereafter filed by the party/petitioner who filed the Court appeal. By Order dated September 20, 2023 the Court denied the motion for reconsideration. The petitioner has now filed an appeal with the NH Supreme Court. The parties underwent appellate mediation, which was not successful in resolving the dispute. Case is undergoing appeal briefing.

Liberty Mutual v. City of Dover -

A taxpayer has filed a property tax abatement lawsuit with the Strafford County Superior Court. City has accepted service. In October 2023, the City filed an answer. Case has now been structured and is in general discovery. **In April 2024, Liberty Mutual issued an expert disclosure.**

Franklin Square Apartments, LLC v. City of Dover -

A taxpayer has filed a property tax abatement action with the Board of Tax and Land Appeals. The City Attorney and Deputy City Attorney have filed appearances. Case did not resolve within the mandated settlement period. **Final hearing at the BTLA is now scheduled for October 2024, though that is likely to be continued to accommodate availability of taxpayer's representative.**

Essential Properties, LLC v. City of Dover -

A taxpayer has filed a property tax abatement action with the Strafford Superior Court. In December 2023, the City Attorney filed an appearance and answer. Case has been structured and is in general discovery.

NH Real Estate Comm. V. NE Coast to Country Realty Investments, LLC et al -

In December 2023, the City received a notice of a new civil receivership action commenced by the State through its Real Estate Commission. The Court has appointed a receiver to take over the assets of a real estate agency who allegedly committed various unlawful acts. The City appears to have received the notification because one possible real estate asset of the company's principal is owned in Dover, for which water/sewer liens have been perfected. The City Attorney filed an appearance and is monitoring the docket.

Reddyinfosys, Inc. v. City of Dover:

A property owner who appealed a water/sewer assessment to the Dover Utilities Commission and later City Council has now filed a Superior Court action seeking to abate water/sewer charges. City

Attorney filed an appearance and motion to continue the hearing and answer deadline, which the Court granted. **In April 2024, the City filed an answer and counterclaims.**

Professional Development

The Office of the City Attorney places significant importance on professional development in areas germane to the City's needs. The City Attorney continues to serve on a bar committee investigating generative artificial intelligence and its impact on the practice of law. The Deputy City Attorney attends monthly meetings for the bar's Law Related Education Committee and is a member of the Inns of Court and participates in monthly networking and continuing education meetings.

Concluding Remarks

The Office continues its efforts to be more forward looking where possible, with the goal of increasing transparency and preventing problems or disagreements to the extent possible. The Office has increased its efforts to develop and use collaboratively created templates, "best practice" checklists, documented workflows, development of information sheets for legal issues of current public concern or attention, and dissemination of decision-making information to City staff and board members. City Code supplements are continuing on a quarterly update schedule. The recodification of the City's zoning ordinance continues—General Code has provided the proposed, recodified version of Chapter 170, and the Office of City Attorney is working with Planning to review that draft and, if in order, to bring it forward in the form of an ordinance in the near future.

Office of the City Manager (OCM)

Michael Joyal, City Manager; Colleen Bessette, Executive Assistant

In addition to the day to day meetings and employee/citizen support, office staff handled the following throughout the month of April:

Whenever there is a workplace injury, claims are sent immediately from all city departments to the City Manager's Office. During the month April, the City Manager's Assistant (CMA) received and processed 2 Worker's Compensation Claims, as well as continued to monitor and update all open claims throughout the month and coordinated efforts with PRIMEX. This is the lowest number of claims in this fiscal year.

Primex covers the City's Workers Compensation claims. The City needs to comply with certain standards and report on those standards annually in order to qualify for Primex's fairly substantial P3 discount on our Workers' Compensation premium. The CMA gathered this needed information in April and once again applied for this discount. This process is also done for our property/liability/auto insurance which is handled by the Deputy Finance Director.

Staff began recruiting on our new platform, JazzHR during April. The CMA spent much time closing out the positions on Workable and reposting the 22 positions on JazzHR. The CMA worked with the various departments on setting up their accounts on Jazz and made sure all were comfortable with the workflow.

In April, the CMA gathered information from various departments and processed a total of 7 job postings during the month. The City Manager's Assistant monitored new position and/or new hire physicals and background/motor vehicle checks for 8 employees. This oversight ensures all eligible employees and/or applicants are able to move on in the hiring process. Since July, the City Manager's Office has handled the above for approximately 112 employees and has also handled 78 job postings.

The City Manager has held Coordinating meetings where the Planning Director, Community Services Director, City Engineer and Deputy City Manager discuss various projects going on in the City of Dover.

The City Manager also held a Department Head meeting in April. All department heads and executive division heads attend these meetings. Updates on department happenings are given by each attendee. These meetings are very important to keep everyone on the same page and departments in sync working together.

A Seabrook Emergency Operations Center drill took place this month.

The farewell sendoff for Dover's Recreation Director, Gary Bannon, recently took place. Gary's last day was April 26, 2024. Final Recreation Director interviews took place with the City Manager. The City Manager has named Rick Conway as the Acting Director until a decision has been made on the next Recreation Director.

As time allows, the CMA continues to work with the City Clerk Tax Collector in organizing Board/Committee members and coming up with a new updated procedure for onboarding/offboarding members.

The City Manager's Assistant attended the New Hampshire Municipal Association's workshop titled: 2024 Right-to-Know Law: Public Meetings & Governmental Records Workshop.

The City Manager spent time recognizing the admin staff throughout the city on Administrative Professionals Day.

Office of Human Resources (OHR)

Heather Worrall, Director of Human Resources; Jean Tsouramanis, HR Assistant; Gwen Milliman, HR Office Assistant

The National Employee Survey closed April 9th. Employees were asked questions related to employee job satisfaction, work environment, compensation, supervisory relationships, organizational climate, and communication. The City expects to receive the results by the end of May.

Premium overtime calculations for all departments have been completed and will be paid out in the May 16th paycheck. The total wages to be paid across all departments is \$25,441.52.

The Office of Human Resources has begun its open enrollment process for employee insurances for fiscal year 2025. The annual Benefit Fair will be held in the City auditorium on Wednesday May 8th from 8am to 12pm.

The City has transitioned to a new recruiting software JazzHR, which went live in April. Since then, 87 applicants have applied to 19 open positions, 56% sourced from Indeed.

April Employment Statistics

Employment Separations = 6		Employment New Hires = 5	
Community Services	01	Community Services	02
Public Library	01	Finance	01
Recreation	04	Fire	01
		Recreation	01

Employee Anniversaries		
Employee Name	Employee Department	Length of Service
Clark, Ann M	Police	34
Ladisheff, Kathy M	Police	27
Irwin, Keith D	Fire	26
Purpura, William J	Community Services	25
Babel, Patrick C	Fire	24
Stevens, Jamie S	Community Services	23
Glidden, Jean M	Planning	21
Harris, Victoria H	Police	20
Madden, Kevin J	Finance	18
Donnelly, Christopher J	Fire	13
Travaglini, Matthew P	Police	13
Hitchcock, Christopher W	Recreation	12
Gaudreault, Adam R	Police	11
Harnish, Matthew B	Police	11
Ainaire, Emily F	Library	9
Holt, Hunter S	Fire	8
Bouchard, Jared P	Fire	7
Calderone, James M	Fire	7
Bernier, Amy S	Finance	5
Burke, Shannon M	Police	2
Frontiero, Christopher T	Community Services	2
Hall, Justin L	Community Services	2
Kent, James M	Fire	2
Kitchen, Todd W	Police	2
Lluberes, Isaac	Police	2
Whitehouse, Cameron P	Community Services	2
Carlson, Mylinda M	Police	1
Poder, Jeremy J	Fire	1
Ryan, Sean M	Police	1
Stallings, Robert F	Community Services	1

Office of Information Technology (OIT)

Annie Dove, Director of Information Technology; Kevin Foster, Deputy Director of IT; Kathleen Meyers, Asset Management Admin, Timothy Pine, Asset Management Tech; TBD, Enterprise Systems Admin; Dave Peters, Systems Tech; Robert Stallings, Utility Systems Admin; Matt Faucher, Public Safety IT Admin; Nick Neathawk, Public Safety IT Tech

Mar/Apr 2024: NH DES grant. Reference R2023.11.08-174. Assigned IT staff completed a detailed update of water plant asset inventory in cooperation with Community Services Utilities staff. Sent detailed inventory to W&C for their review, comparison to existing build as part of project.

Mar/Apr 2024: Continued participation and support of CAMA application upgrade by Asset Management Administrator.

Apr 2024: Extend minimum password length. Activate new threat protection solution for all clients and servers.

Mar/Apr 2024: Continued decommissioning and replacing of older Police systems. Migration of primary financial ERP system to new hardware and operating system.

Apr 2024: Quarterly GIS updates to public map completed.

Apr 2024: IT Director attends NH Primex “Linking Leadership, Confidence, and Mindset.”

Mar/Apr 2024: Attend City Council Workshop to review FY2025 Proposed. Continue to track, update cybersecurity projects in relation to ARPA funding.

Apr 2024: Ongoing work to complete annual subscriptions and maintenance renewals in advance of renewal date.

Mar/Apr 2024: Continue hiring process to replace Enterprise Systems IT Administrator role.

Apr 2024: Office of IT coordinates and hosts Tyler and Atkins Realis User Group meetings both held at Dover Police Station training room.

Apr 2024: Reviewed information technology systems’ operations during snow event that caused both circuit and power outages. Discussed information available in EOC, connectivity for utility systems operators.

Office of Media Services (OMS)

Michael Gillis, Director of Media Services; Brian Early, Media Services Admin; Tom Zimmerman, Media Services Tech; Lynn Clement, Media Services Tech

In April, Media Services provided numerous updates on a variety of city and school projects, public services, and current events. These included education updates; special events; road, development and construction projects; and previews of upcoming meetings of public bodies.

Media Services produced five episodes of the Dover Download podcast in April. Topics included a roundup of public meetings in March, the finale of a five-part series on the regional economy, an interview with local volunteer Deb Clough, and a look back at the career of Gary Bannon, who retired as Dover's recreation director in April after 34 years. Dover Download is a weekly look at what's happening in Dover, hosted by Deputy City Manager Christopher Parker.

In April, Media Services assisted Dover High School with a livestream of a talk by Holocaust survivor Kati Preston. Preston spoke to a full auditorium, and her talk was simulcast to classrooms throughout the school by Media Services. The event was made possible by a grant from SEED, which also purchased copies of Preston's book, "Hidden," for freshmen English classes.



Media Services provided coverage of special events in April, including the dedication of a pavilion at the new skate park to Gary Bannon; a citywide cleanup – "Power of an Hour" – organized by Deb Clough; and coverage of the near-full eclipse, including an eclipse-viewing party at the Dover Public Library.

Media Services continued to update the city's online budget resource, Budget Revealed, with information about the budget process, culminating with the adoption of the budget on April 3. All budget meetings, documents, and additional information were added to the website over the course of several budget meetings. In addition, Media Services provided detailed updates about the budget across several publications, including Dover Download, and the Budget Revealed newsletter, which is published weekly during the budget cycle.

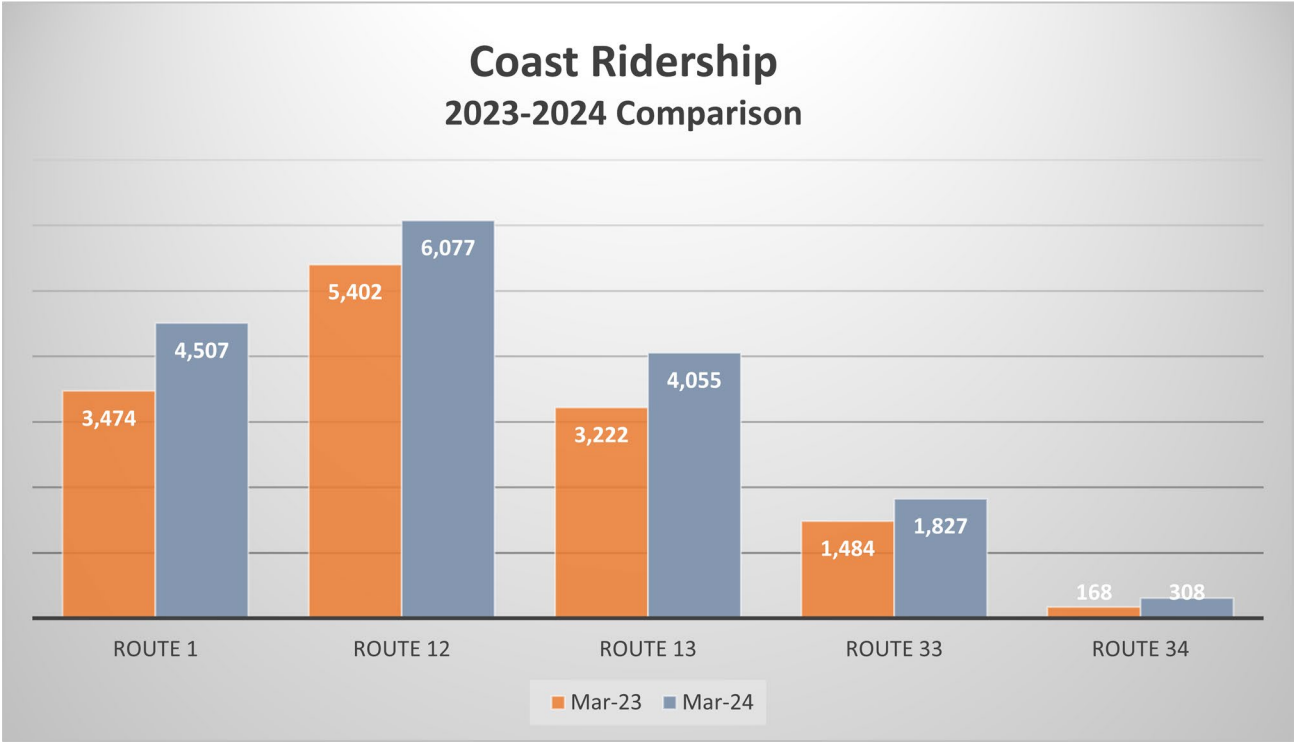
In April, Media Services sent out 76 email newsletters, including the weekly editions of Dover Download, special alerts, and departmental and project updates. These newsletters are designed to help communicate a wide variety of information to the public of general interest and for specific projects and topics and to instill the city's commitment to community stewardship. More than 200 updates were posted to social media and other external communications platforms.

In April, Media Services distributed 55 news releases across multiple platforms for other city matters, including ongoing projects and special announcements.

Media Services provided live and taped televised coverage of 15 meetings and special events in April.

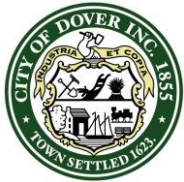


City of Dover Skate Park



Route 1	Dover/Somersworth/Berwick
Route 12	Rochester/Somersworth/Dover
Route 13	Dover/Portsmouth
Route 33	Downtown Dover/County Complex/Portland Ave
Route 34	Downtown Dover/Knox Marsh Rd

J. MICHAEL JOYAL, JR.
CITY MANAGER



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, April 24, 2024**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Nemeth led the pledge of allegiance.

4. ROLL CALL ATTENDANCE

Present: Councilor Hackett, Councilor Retrosi, Councilor Warach, Councilor Nemeth, Councilor Williams, Councilor Richer, Councilor Cullen, Mayor Carrier

Absent: Deputy Mayor Shanahan

Also Present: City Manager Joyal, City Attorney Wyatt, City Clerk Vansylyvong-Bizier

5. PROCLAMATIONS/AWARDS – VOLUNTEER WEEK

Mayor Carrier presented the Volunteer Week proclamation to Deb Clough.

6. APPROVAL OF AGENDA

Councilor Warach motioned to approve the agenda, seconded by Councilor Retrosi. Vote: 8-0.

7. PUBLIC HEARINGS

A. AUTHORIZATION TO ACCEPT AND EXPEND THE NHDES WILLAND POND MILFOIL CONTROL GRANT (THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE) SPONSORED BY MAYOR CARRIER BY REQUEST

Cynthia Walter, 22 West Concord Street, spoke about the NHDES Willand Pond grant. She asked the Council to consider amending the plan recommended by the NHDES.

John Atherton, 22 West Concord Street, spoke against the NHDES grant.

Theresa Kodareski, 24 West Concord Street, spoke against the NHDES grant.

Amy Dion, 3 Earl Street, spoke in favor of the NHDES grant.

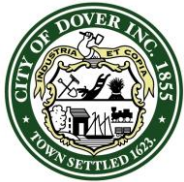
Kim Faustino, 7 Lakeview Dr, spoke in favor of the NHDES grant.

Mike George, 6 Lake St, spoke in favor of the NHDES grant.

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.

Theresa Kodareski, 24 West Concord Street, is concerned about the NHDES grant as well as the use of herbicide in treating Milfoil.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, April 24, 2024**
Meeting Time: **7:00 pm**

Cynthia Walter, 22 West Concord Street, is concerned about the use of the herbicide in Willand Pond.

Melissa Valego, 11 Highland Street, spoke in favor of the NHDES Milfoil removal plan and grant.

Gary Dickerman, 39 Sandra's Run, asked the Council for a buffer area in reference to a lot being developed near his property, and what is being approved for the lot.

9. CITY MANAGER'S REPORT

City Manager Joyal gave an overview of his City Manager's report.
Councilor Warach motioned for approval, seconded by Councilor Retrosi. Vote: 8-0.

10. APPROVAL OF MINUTES

A. April 3, 2024 – Workshop Meeting & Special Meeting

B. April 10, 2024 – Regular Meeting

Councilor Warach motioned for approval, seconded by Councilor Richer. Vote 8-0.

11. MAYOR'S REPORT

The Mayor gave an overview of events he attended as well as announcements of upcoming events.

Councilor Warach motioned for approval, seconded by Councilor Richer. Vote: 8-0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2ND READING

None.

B. ORDINANCES IN THE 3RD READING

None.

C. RESOLUTIONS

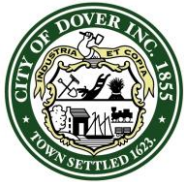
- AUTHORIZATION TO ACCEPT AND EXPEND THE NHDES WILLAND POND MILFOIL CONTROL GRANT
(THIS RESOLUTION REQUIRES A 2/3 MAJORITY VOTE)
SPONSORED BY MAYOR CARRIER BY REQUEST**

Councilor Warach motioned for its approval, seconded by Councilor Retrosi.

City Manager Joyal gave an overview of the resolution to the Council.

The Mayor asked a representative from Solitude Lake Management to come to the podium and answer questions for the Council.

Councilor Warach motioned for approval, seconded by Councilor Retrosi. Roll Call Vote: 5-3, with Councilor Hackett, Councilor Warach, and Councilor Richer opposed. Motion fails.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, April 24, 2024**
Meeting Time: **7:00 pm**

Motion to reconsider

Councilor Hackett motioned to reconsider resolution 12.C.1. seconded by Councilor Williams. Roll Call Vote: 6-2, with Councilor Warach and Councilor Richer opposed. Councilor Warach motioned for approval of resolution 12.C.1. seconded by Councilor Hackett. Roll Call Vote: 6-2, with Councilor Richer and Councilor Warach opposed.
Motion PASSED.

13. NEW BUSINESS

A. CONSENT CALENDAR

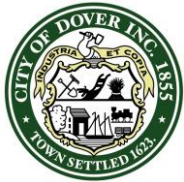
- 1. AUTHORIZATION TO ISSUE LICENSE TO SEACOAST EAT LOCAL, INC. FOR WEEKLY FARMERS MARKET IN A PORTION OF THE JENNY THOMPSON POOL PARKING LOT (TAX MAP 26, LOT 2)**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 2. APPROVAL OF LOT RESTORATION FOR 5 SHERMAN STREET (TAX MAP 39, LOT 34)**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 3. AUTHORIZING WATERFRONT DEVELOPMENT TAX YEAR 2024 CONSENT TO TAXATION AND PAYMENT IN LIEU OF PROPERTY TAX AGREEMENT**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 4. AUTHORIZING WATERFRONT PHASE I PUBLIC IMPROVEMENTS COMPLETION AGREEMENT**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 5. B22049 CONSTRUCTION EQUIPMENT RENTAL**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 6. PURCHASE OF AUTOMATED CITY VEHICLE GEO-LOCATION SOFTWARE**
SPONSORED BY MAYOR CARRIER BY REQUEST
- 7. PURCHASE OF HYDROGEN PEROXIDE FOR PUDDING HILL WASTEWATER TREATMENT PLANT**
SPONSORED BY MAYOR CARRIER BY REQUEST

Councilor Warach motioned for approval, seconded by Councilor Williams. Mayor Carrier asked if anyone had any resolutions to pull for further discussion. Councilor Cullen pulled resolutions 13.A.3. and 13.A.4. Roll Call Vote on remaining items: 8-0.

City Manager Joyal and Deputy City Manager Parker gave an overview of resolutions 13.A.3. and 13.A.4.

Councilor Warach motioned for approval of resolution 13.A.3. seconded by Councilor Hackett. Roll Call Vote: 8-0.

Councilor Warach motioned for approval of resolution 13.A.4. seconded by Councilor Nemeth. Roll Call Vote: 8-0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, April 24, 2024**
Meeting Time: **7:00 pm**

COMMITTEE REPORTS

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

Councilor Retrosi gave an overview of the McConnell Center Advisory Committee report to the Council.

Councilor Hackett gave an overview of the Solid Waste Advisory Committee report to the Council.

Mayor Carrier gave an overview of the Joint Building Committee – DHS report to the Council.

Councilor Cullen gave an overview of the Joint Building Committee for the Athletic Complex report to the Council.

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

B. RESOLUTIONS

C. ORDINANCES IN 1ST READING

1. **VEHICLES AND TRAFFIC, CHAPTER 141, SECTIONS 30 AND 40
(TO BE REFERRED TO A PUBLIC HEARING ON MAY 8, 2024)
SPONSORED BY MAYOR CARRIER BY REQUEST**

Councilor Warach motioned to refer the ordinance to a public hearing to be scheduled for May 8, 2024, seconded by Councilor Williams. Vote: 8-0.

14. COUNCIL CORRESPONDENCE

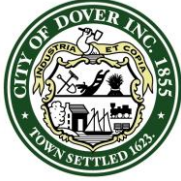
None.

15. COUNCIL MATTERS OF INTEREST

Councilor Nemeth asked that all attendees of meetings are respectful and kind to others regardless of differing opinions.

16. ADJOURN

Councilor Nemeth motioned to adjourn, seconded by Councilor Warach. Vote: 8-0.

 CITY OF DOVER	CITY OF DOVER - ORDINANCE Agenda Item#: 12.A.1. Ordinance Number: O – 2024.04.24 - 5 Ordinance Title: Vehicles and Traffic Chapter: 141 Section: 30 Hours of Operation and rates 40 Schedule A: One-Way Roadways
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The City of Dover Ordains:

1. **PURPOSE**

The purpose of this ordinance is to revise Chapter 141 of the Dover Code to (i) adopt certain paid parking exemption for vehicles with Veteran license plates, and (ii) impose a one-way restriction on a section of Fifth Street. Further information is in the background section of this ordinance, incorporated by reference.

2. **AMENDMENT**

Chapter 141 entitled “Vehicles and Traffic” is hereby amended by revising Section 141-30, “Hours of operation and rates”, as follows:

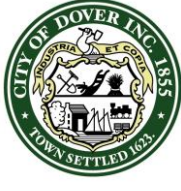
a. **THE FOLLOWING ARE AMENDED:**

§ 141-30 **Hours of operation and rates.**

- A. Paid parking shall be required daily between the hours of 9:00 a.m. and 8:00 p.m., except on Sundays, with the exception of:
- (1) The Orchard Street Parking Garage where designated as metered or paid parking shall also be required as paid parking at all times, 24 hours a day and seven days a week.

(2) The following holidays: January 1; the third Monday in January, known as Martin Luther King, Jr. Civil Rights Day; the third Monday in February, known as Washington's Birthday; the last Monday in May, known as Memorial Day, or on a date to coincide with the federal observance if it is held on a different day; July 4; the first Monday in September, known as Labor Day; the second Monday in October, known in Dover as Indigenous People's Day; November 11, known as Veterans Day; Thanksgiving Day; the Friday after Thanksgiving; and Christmas Day. When one of the listed holidays falls on a Sunday, the Monday after shall be observed as a holiday.

(3) Any vehicle bearing the following special New Hampshire license plates and in use by the person qualifying for said special plates shall be entitled to free parking in metered spaces for no more than three hours each day: Purple Heart (including Purple Heart-Vanity), Gold Star, Prisoner of War, ~~and~~ Pearl Harbor Survivor (including Pearl Harbor Survivor-Vanity), and Veteran and Veteran-Vanity. Any vehicle with license plates from another state or United States territory bearing substantially equivalent governmental license plates shall, provided the vehicle is in use by the person qualifying for said special license plates, likewise be entitled to no more than three hours each day of free parking in metered spaces.
- B. Parking meter rates shall be set forth in the annual Fee Schedule adopted by the City

 CITY OF DOVER	CITY OF DOVER - ORDINANCE Agenda Item#: 12.A.1. Ordinance Number: O – 2024.04.24 - 5 Ordinance Title: Vehicles and Traffic Chapter: 141 Section: 30 Hours of Operation and rates 40 Schedule A: One-Way Roadways
---	---

Council.

- C. For good cause, the Chief of Police, upon recommendation of the Parking Commission, shall have the authority to temporarily suspend the provisions of this section for specified dates and times.
- D. Free parking permitted for persons with a walking disability under RSA 265:74 shall be limited to a maximum of three hours.

3. AMENDMENT

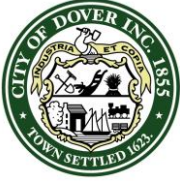
Chapter 141 entitled “Vehicles and Traffic” is hereby amended by revising Section 141-40, “Schedule A: One-Way Roadways”, as follows:

a. THE FOLLOWING ARE AMENDED:

§ 141-40 Schedule A: One-Way Roadways.

In accordance with the provisions of § 141-6, it shall be unlawful for any person operating a motor vehicle to operate the same on those portions of public highways hereinafter named, in any direction other than as hereinafter set forth:

Street	Direction of Travel	Limits
Angle Street	Easterly	From the intersection with Academy Street to the intersection with Central Avenue
Central Avenue	Easterly	On the crossway between the two portions of Central Avenue immediately to the south of the Morrill Monument and Fountain in the Upper Square
Central Avenue	Southerly	From the intersection with Second Street to the intersection with Washington Street
Chapel Street	Easterly	From the intersection with Main Street to the intersection with St. John Street
Cochecho Street	Easterly	From the intersection with Portland Avenue to the intersection with Rogers Street



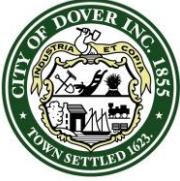
CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.1.

Ordinance Number: **O – 2024.04.24 - 5**
Ordinance Title: Vehicles and Traffic
Chapter: 141
Section: 30 Hours of Operation and rates
40 Schedule A: One-Way Roadways

Street	Direction of Travel	Limits
Fayette Street	Northerly	From the intersection with Washington Street to the intersection with Green Street
First Street	Westerly	From the intersection with Central Avenue to the westernmost entrance to the First Street parking lot
<u>Fifth Street</u>	<u>Westerly</u>	<u>From the intersection with Chestnut Street to the intersection with Fourth Street</u>
Fourth Street	Easterly	From the intersection with Chestnut Street to the intersection with Central Avenue
Green Street	Westerly	From the exit from the United States Post Office parking lot to the intersection with Washington Street
Hampshire Circle	Easterly	From the intersection with Whittier Street and then westerly to the intersection with Whittier Street
Henry Law Avenue	Easterly	From the intersection of Washington Street to the intersection of George Street
Lincoln Street	Westerly	From the intersection with Chestnut Street to the intersection with Grove Street
Locust Street	Northerly	From St. Thomas Street to Washington Street
Main Street	Northerly	From the intersection with Washington Street to the intersection with Chapel Street
Mechanic Street	Northerly	From the intersection with School Street to the entrance to the School/Mechanic Street parking lot
Mineral Park Drive	Northerly	From the intersection with Whittier Street to the intersection with Pleasant View Circle



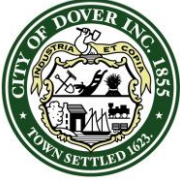
CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.1.

Ordinance Number: **O – 2024.04.24 - 5**
Ordinance Title: Vehicles and Traffic
Chapter: 141
Section: 30 Hours of Operation and rates
40 Schedule A: One-Way Roadways

Street	Direction of Travel	Limits
Nelson Street	Westerly	From the intersection of Locust Street to the intersection of Atkinson Street
New York Street	Easterly	From the intersection with Central Avenue to the intersection with Park Street
Orchard Street Lot service road	Northerly	From its intersection with Orchard Street to its exit into the north end of the Orchard Street Lot
Pleasant View Circle	Easterly	From the intersection of Washington Street to the intersection with Whittier Street
Portland Avenue Connector	Easterly	From the intersection with Chapel Street to the intersection with Portland Avenue
St. Thomas Street	Westerly	From the intersection with Central Avenue to the intersection with Locust Street
St. Thomas Street	Westerly	From the intersection with Chestnut Street to the intersection with Belknap Street
School Street	Easterly	From the entrance to the School/Mechanic Street parking lot to the intersection of Mechanic Street
Second Street	Westerly	From the intersection with Central Avenue to the intersection with Chestnut Street
Spruce Lane	Easterly	Back River Road from the intersection with Back River Road and the so-called "Slip Lane"
Spruce Lane	Westerly	Back River Road from the intersection with Back River Road in the so-called "Slip Lane"
Union Street	Easterly	From the intersection with Central Avenue to the intersection with Court Street



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.1.

Ordinance Number: **O – 2024.04.24 - 5**
Ordinance Title: Vehicles and Traffic
Chapter: 141
Section: 30 Hours of Operation and rates
40 Schedule A: One-Way Roadways

Street	Direction of Travel	Limits
Winter Street	Easterly	From the intersection with Broadway to the intersection with Durrell Street

4. TAKES EFFECT

This ordinance shall take effect upon passage. The City Clerk shall cause publication of notice as required by RSA 47:18.

REQUIRES PUBLIC HEARING

FIRST READING ON APRIL 24, 2024

TO BE REFERRED TO SECOND READING/PUBLIC HEARING ON MAY 8, 2024

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

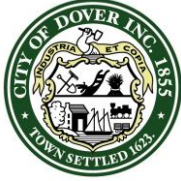
Sponsored by: Mayor Robert Carrier
By Request

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

Recorded by: Jerrica Vansylyvong-
Bizier
City Clerk

DOCUMENT HISTORY:

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

 CITY OF DOVER	CITY OF DOVER - ORDINANCE	
	Agenda Item#: 12.A.1.	
Ordinance Number:	O – 2024.04.24 - 5	
Ordinance Title:	Vehicles and Traffic	
Chapter:	141	
Section:	30 Hours of Operation and rates	
	40 Schedule A: One-Way Roadways	

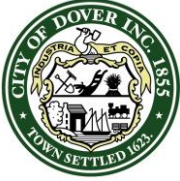
DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, 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.		

ORDINANCE BACKGROUND MATERIAL:

141-30: The amendments to Section 30 enable vehicles displaying Veteran license plates to qualify for a three-hour exemption from paid parking. This change was approved by the Parking Commission on February 20, 2024.

141-40: This change imposes a new one-way restriction for a section of Fifth Street (between Chestnut Street and Fourth Street). This change derives from feedback from residents. The City’s Transportation and Advisory Commission approved this change on August 22, 2022, which is being brought forward at this time in relation to the Fifth and Grove Street construction project.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R - 2024.05.08 - 71**
Resolution Re: Authorizing Acceptance of Obstruction Permit from New Hampshire Department of Transportation (NHDOT) for Great Bay Rowing's Use and Storage of Rowing Equipment at Hilton Park

WHEREAS: Great Bay Rowing ("GBR") is a non-profit organization whose members have in recent years used river access via the City's floating dock, near the current waterfront development project. However, due to ongoing waterfront construction, GBR has, with assistance of the City, sought alternative locations for river access and storage of rowing equipment; and

WHEREAS: GBR has identified and recently used Hilton Park as an alternative location with river access and space for storage; and

WHEREAS: The New Hampshire Department of Transportation ("NHDOT"), who owns and maintains Hilton Park, has generously offered to issue another obstruction permit to the City at no cost to formalize GBR's continued, temporary use of Hilton Park for launching boats and storing rowing equipment, through the end of October 2024, while GBR negotiates a long-term lease with NHDOT.

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

On behalf of the City, the City Manager or designee is authorized to negotiate, finalize, execute, and accept a temporary obstruction permit from NHDOT in relation to GBR's temporary use of Hilton Park for rowing and storage of equipment.

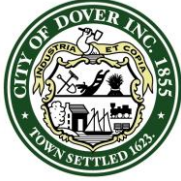
AUTHORIZATION

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: Jerrica Vansylyvong-
Bizier
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.1.	
Resolution Number: R - 2024.05.08 - 71 Resolution Re: Authorizing Acceptance of Obstruction Permit from New Hampshire Department of Transportation (NHDOT) for Great Bay Rowing's Use and Storage of Rowing Equipment at Hilton Park		

DOCUMENT HISTORY:

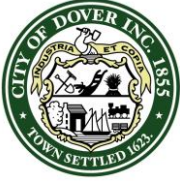
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

Great Bay Rowing (“GBR”) is a New Hampshire nonprofit. In recent years, GBR has used the City’s floating dock on the Cochecho River for river access. The City had in the past allowed GBR to use the City’s nearby butler building for storage. The waterfront project’s construction has precluded GBR from using the floating dock and butler building. After weighing various options, GBR indicated use of Hilton Park best suits GBR’s needs. City staff have been in contact with the New Hampshire Department of Transportation (“NHDOT”), who owns and maintains Hilton Park, and who has again graciously offered to accommodate GBR’s temporary use of Hilton Park. So the intent of this resolution is to further assist GBR while GBR navigates the process of obtaining a lease with NHDOT to operate from Hilton Park, and until GBR can return to a River Street location.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R - 2024.05.08 - 72**
Resolution Re: Purchase of Accu Tab Chlorination System for French
Cross Water Treatment Plant

WHEREAS: City Water Operations staff are seeking to purchase an Accu Tab Chlorination System for the French Cross water treatment plant to allow for a transition to solid calcium hypochlorite tablets as opposed to liquid sodium hypochlorite for water disinfection, and;

WHEREAS: BAU/Hopkins is the approved sole source provider in the northeast for Westlake Accu Tab Chlorination System; and

WHEREAS: Per 5-29F Exemption from Competitive Bidding Procedure: Competitive bidding shall not apply to Sole Source purchases where the proposed purchase is manufactured or provided by only one entity; and

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 BAU/Hopkins in the amount, not to exceed, \$25,877.00. 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
5300.1.300.43320.4741.03530.20	Water Treatment Plant & Well Equipment	56,339.00	299.70
5300.1.300.43320.4741.03530.21	Water Treatment Plant & Well Equipment	38,839.00	20,179.00
5300.1.300.43320.4741.03530.22	Water Treatment Plant & Well Equipment	53,900	\$51,403.00

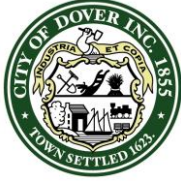
AUTHORIZATION

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: Jerrica Vanslyvong-
Bizier
City Clerk

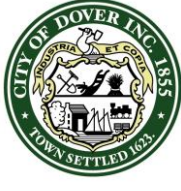
 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.A.2. Resolution Number: R - 2024.05.08 - 72 Resolution Re: Purchase of Accu Tab Chlorination System for French Cross Water Treatment Plant	

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 S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

 CITY OF DOVER	CITY OF DOVER - RESOLUTION Agenda Item#: 13.A.2. Resolution Number: R - 2024.05.08 - 72 Resolution Re: Purchase of Accu Tab Chlorination System for French Cross Water Treatment Plant
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RESOLUTION BACKGROUND MATERIAL:

With the renovation of the Lowell Avenue water treatment plant (which serves 4 wells) and the construction of the new Pudding Hill water treatment plant (which can serve 3 wells) the City has converted to use of calcium hypochlorite for final disinfection of the treated water, moving away from liquid sodium hypochlorite. The transition occurred both due to costs and also safety. The current objective is to upgrade the French Cross disinfection system to replace the current liquid “bleach” (sodium hypochlorite) with a new calcium hypochlorite feed system.

Sodium hypochlorite (hypo) is typically provided at 15% solution strength for use as a municipal water treatment disinfectant. But hypo has a very short shelf life, and degrades rather quickly. During the degradation process, there can be off-gassing, which causes an accumulation of oxygen in the flooded suction line, which can cause a metering pump not to operate properly. The loss of solution strength also can also cause problems in terms of trying to maintain a steady and accurate disinfectant residual in the treated water.

With the new Pudding Hill water treatment plant coming online, it was allow for other well supplies to run much less frequently, or sit idle until needed. The hypo will not fare well and will degrade in strength, but conversely the calcium hypochlorite comes tablet form, and essentially has indefinite shelf life. The American Water Works Association recommends that liquid hypo be used within 5 weeks of delivery. Published literature suggests that for each 15-25 days, normal 12-15% sodium hypo will lose 2-4% strength at room temperature (more in +60 degree environment).

The current hypo feed equipment at French Cross is aging, and only 1 feed pump is currently operational. Instead of replacing the back-up pump and continue feeding hypo, staff would like to convert to calcium hypochlorite and upgrade the entire feed system, including dosage pumps. The current bulk storage hypo tank is also experiencing a slow leak. Upgrading of the disinfection system is required, and converting to calcium hypochlorite will also be a safety improvement for water operators, as operations staff get exposed to liquid bleach when they have to replace pump diaphragms, or any other wear-items on the liquid ends of the pumping equipment.

Calcium hypochlorite also has a higher amount of available chlorine (68%) compared to sodium hypochlorite (liquid) (12.5%), but yet is more stable (no degradation) with a higher amount of available chlorine. So you need less accu-tabs per million gallons of treated water than liquid hypo. This should help with deliveries and overall chemical costs moving forward.

Any new system installed now could be salvaged for re-use with any potential full-renovation of the entire French Cross water treatment plant.

Award Information:

A purchase order will be issued to the vendor selected to authorize future expenditures.

Document Created by: Purchasing Document Posted on: May 3, 2024	R-2024.05.08 Purchase of Accu Tab Chlorination System for French Cross Water Treatment Plant Page 3 of 3
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APPOINTMENTS COMMITTEE REPORT

May 8, 2024

New Appointments:

Jason Carbone – Arena Commission, Regular Member

Resignations:

Rebecca Ohler – Energy Commission

Sarah Tatarczuk – Zoning Board of Adjustment

Jeff Roemer – DBIDA (as of end of term, June 23, 2024)

Kathleen Blake – Committee for Racial Equity and Inclusion

Nate Burnett – Committee for Graffiti Management

Nate Stewart – Committee for Graffiti Management

Martin Coyle – Committee for Graffiti Management

Re-appointments:

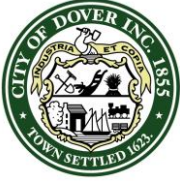
Chad Kageleiry – Downtown TIF

Jeff Roemer – Downtown TIF

Kyle Pimental – Planning Board

Change in Status:

Kim Massaro, Committee for Graffiti Management, Alternate to Regular Member



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2024.05.08 - 73**
Resolution Re: Renaming the Recreation Department’s Annually Funded “Hardship Subsidy Program” to the “Gary Bannon Recreational Hardship Subsidy Program”

WHEREAS: As part of the City’s annual operating budget process, certain amounts have been appropriated to fund and enable the Recreation Department’s “Hardship Subsidy Program”; and

WHEREAS: In April 2024, Recreation Director Gary Bannon retired after thirty-four years of distinguished service with and for the City and its residents and visitors; and

WHEREAS: Former Director Bannon was a tireless advocate for recreation and ensuring broad access to recreational opportunities, through initiatives such as the aforesaid subsidy program.

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

In honor of the long and exemplary service by Gary Bannon to the City and its Recreation Department, the City Recreation Department’s “Hardship Subsidy Program” is hereby renamed as the “Gary Bannon Recreational Hardship Subsidy Program”.

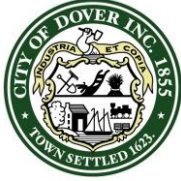
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier
Deputy Mayor Dennis Shanahan
Councilor Lindsey Williams

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

Recorded by: Jerrica Vansylyvong-Bizier
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.B.1.	
Resolution Number: R – 2024.05.08 - 73 Resolution Re: Renaming the Recreation Department’s Annually Funded “Hardship Subsidy Program” to the “Gary Bannon Recreational Hardship Subsidy Program”		

DOCUMENT HISTORY:

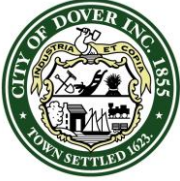
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

In April 2024, Gary Bannon retired from his position as the City’s Director of Recreation. During his thirty-four-year tenure, Mr. Bannon was not only an exemplary steward of existing recreation programs and resources, but also generated and saw through numerous initiatives to improve access to recreation, including the recreation subsidy program, which is hereby named in his honor. For avoidance of doubt, this resolution is intended to honor the long and distinguished service of Mr. Bannon, but not to revise or amend the City’s budget, appropriated amounts, or the purposes for which hardship subsidies have been authorized and appropriated.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2024.05.08 - 74**
Resolution Re: FY2024 Transfer of Appropriation – General Fund City
Departments

- WHEREAS: The City Council adopted the FY2024 Budget on April 5, 2023; and
- WHEREAS: Some non-school departments have incurred expenditures not originally anticipated as part of the budget; and
- WHEREAS: Unspent appropriations exist within some non-school department accounts; and
- WHEREAS: A transfer of appropriations is necessary to cover the expenditures not originally anticipated in the department budgets; and

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

Pursuant to C6-8 of the City Charter, the City Manager is authorized to transfer unspent FY2024 appropriations as deemed necessary between non-school departments within the General Fund to cover these unanticipated expenditures.

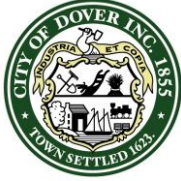
AUTHORIZATION

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: Jerrica Vansylyvong-
Bizier
City Clerk

 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.B.2.	
Resolution Number: R – 2024.05.08 - 74 Resolution Re: FY2024 Transfer of Appropriation – General Fund City Departments		

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 S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, 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:
 There are certain departments and divisions within the General Fund that are anticipated to exceed the appropriations and others that will have remaining appropriations. This resolution allows the City Manager to move appropriations between departments in order to cover needed unanticipated expenditures.

The following areas have, or are projected to have, a need for appropriations:

<u>Department</u>	<u>Projected Shortfall</u>
Fire & Rescue - Suppression	\$54,000
Misc. General Government	\$75,900
Community Services – Streets	\$34,500
Community Services – Stormwater	\$32,400
City Departments Total:	\$196,800

The above areas have a need for appropriations based on current actual expenditures, as well as, estimates of expenditures for the remaining portion of the fiscal year. These areas have been identified because there is currently a need for appropriations.

This resolution does not increase appropriations.

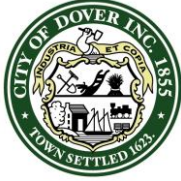
Fire & Rescue – Suppression function has an estimated shortfall of \$54,000 due to overtime and related payroll benefits.

Miscellaneous General Government function has an estimated shortfall of \$75,900 due to compensated absences payments for employee resignations/retirements during the year that were not anticipated at the time of the FY2024 budget adoption.

Community Services – Streets function has an estimated shortfall of \$34,500 due to maintenance supplies/parts for vehicles.

Community Services – Stormwater function has an estimated shortfall of \$32,400 due to maintenance supplies/parts for vehicles.

The estimated shortfall is anticipated to be covered by position vacancy savings in the City departments portion of the General Fund budget.



CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2024.05.08 - 75**
Resolution Re: FY2024 Dissolution of Prior Years’ Capital Project Funds into the General Fund

WHEREAS: On an annual basis the City Council adopts the City’s six-year Capital Improvements Plan and in conjunction adopts appropriations for projects to be debt financed or reserved financed; and

WHEREAS: On an annual basis a Capital Project fund is being created for each annual adoption of appropriations; and

WHEREAS: Due to extraordinary circumstances certain Capital Project Funds have an existing fund balance and upon completion of projects within certain Capital Project funds revenues are actually greater than expenditures resulting in fund balances; and

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

The following Capital Project Funds, with fund balances, are hereby dissolved and will be closed out into the General Fund as of June 30, 2024.

			Transfer
		Fund	Into
Fund	Description	Balance	General Fund
4009	Capital Projects Fund FY2009	40,555	40,555
4013	Capital Projects Fund FY2013	11,972	11,972
4015	Capital Projects Fund FY2015	365,388	365,388
	Total Transfer to General Fund		417,915

Note: This resolution requires a public hearing and a 2/3 majority vote according to C6-6 of the charter.

AUTHORIZATION

Approved as to Funding:

Daniel R. Lynch
Finance Director

Sponsored by:

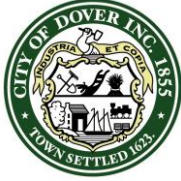
Mayor Robert Carrier
By Request

Approved as to Legal
Form and Compliance:

Joshua M. Wyatt
City Attorney

Recorded by:

Jerrica Vansylyvong-
Bizier
City Clerk

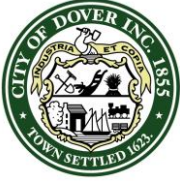
 CITY OF DOVER	CITY OF DOVER - RESOLUTION	
	Agenda Item#: 13.B.3. Resolution Number: R – 2024.05.08 - 75 Resolution Re: FY2024 Dissolution of Prior Years’ Capital Project Funds into the General Fund	

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 S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, 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.3.

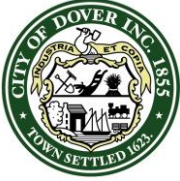
Resolution Number: **R – 2024.05.08 - 75**
Resolution Re: FY2024 Dissolution of Prior Years' Capital Project Funds
into the General Fund

RESOLUTION BACKGROUND MATERIAL:

A Capital Project fund is created to account for the appropriations adopted on an annual basis as part of the Capital Improvements Plan. This annual fund is put in place to account for appropriations to be debt or reserve financed consistent with the resolutions adopted by City Council. The Capital Project funds listed in this resolution are ready to be closed out as the projects have been completed, yet the funds have existing fund balances. A portion of these balances could have been created due to posting of revenues to the incorrect capital project year, resulting in revenues greater than expenditures.

Capital Project Funds 4009, 4013, and 4015 have fund balance that can be closed into the General Fund. This resolution is authorizing the close out of these funds. Projects in Fund 4009, 4013, and 4015 are completed and therefore these Funds can be closed.

The Finance Department's accounting practice for capital projects is to ensure projects have a complimenting appropriation account and revenue account to ensure project expenditures are agreeing to project revenues. Internal controls are in place to track projects that are reserved financed and annually track that the necessary transfers are being made from the appropriate capital reserves for eligible project expenditures.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2024.05.08 - 76**
Resolution Re: FY2024 General Fund Unassigned Fund Balance Transfers to Certain Special Revenue and Capital Project Funds to Address Fund Deficits

WHEREAS: The City Council has adopted the creation of Special Revenue Funds to account for specific sources of revenue and account for the expenditure of those revenues for said purpose; and

WHEREAS: On an annual basis the City Council adopts the City's six-year Capital Improvements Plan and in conjunction adopts appropriations for projects to be debt financed or reserved financed, with a capital project fund being created for each annual adoption of appropriations; and

WHEREAS: Due to extraordinary circumstances certain Special Revenue Funds have an existing fund deficit; and upon completion of projects within certain Capital Project funds anticipated revenues are actually less than planned resulting in fund deficits; and

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

To address the following Special Revenue and Capital Project Funds existing and projected Fiscal Year 2024 fund deficits, the following amounts are to be appropriated from General Fund Unassigned Fund Balance and transferred to the respective Funds listed in table below.

			Transfer
		Fund	From
Fund	Description	Deficit	General Fund
4320	Tolend Road Landfill Closure Fund	(824,404)	824,404
	Total Transfer to Capital Project Funds		824,404

Note: This resolution requires a public hearing and a 2/3 majority vote according to C6-6 of the charter.

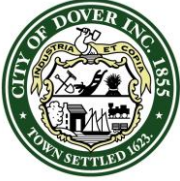
AUTHORIZATION

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: Jerrica Vansylyvong-
Bizier
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

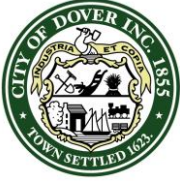
Resolution Number: **R – 2024.05.08 - 76**
Resolution Re: FY2024 General Fund Unassigned Fund Balance Transfers
to Certain Special Revenue and Capital Project Funds to
Address Fund Deficits

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 S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, 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

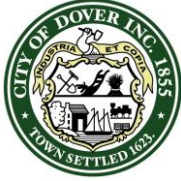
Agenda Item#: 13.B.4.

Resolution Number: **R – 2024.05.08 - 76**
Resolution Re: FY2024 General Fund Unassigned Fund Balance Transfers to Certain Special Revenue and Capital Project Funds to Address Fund Deficits

RESOLUTION BACKGROUND MATERIAL:

The Tolend Road Landfill Fund was established by City Council to track the expenditures incurred for closure and post closure maintenance of the former landfill. The City debt financed the closure costs and post closure costs had been debt financed as well. Starting in FY2017 the City began financing post closure costs through annual operating budget transfers into the Tolend Road Landfill Fund.

Upon EPA completing the Five Year Review of the landfill post closure operations, recommendations for additional work at the former landfill including the Eastern Plume, and additional work for the Southern Plume were issued by EPA. Two new contaminants are a national concern for EPA and sampling is being required for these contaminants in the landfill and in the two extended plumes. The FY2024 City operating budget reflected an annual operating budget transfer of \$529,044 to the Tolend Road Landfill Fund to finance the estimated annual operations and maintenance costs. However, the annual operations and maintenance costs for FY2024 are \$1,353,448 for the City's obligations. This results in an operating deficit of \$824,404. This resolution will appropriate and transfer the amount of \$824,404 from General Fund Unassigned Fund Balance to the Tolend Road Landfill Fund to resolve the deficit for FY2024.



CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2024.05.08 - 77**
Resolution Re: Authorizing Acceptance of Donated Funds from
Dover400 and Expenditure of Same

- WHEREAS: Dover400 is a non-profit formed to coordinate, fund, and celebrate the quadricentennial anniversary of the City of Dover’s founding.
- WHEREAS: Dover400 did an exemplary job celebrating the City’s 400th anniversary in 2023, but now intends to dissolve with (i) remaining funds on hand and donated funds possessed by the City but not yet transferred to Dover400, together with (ii) Dover400’s existing contractual obligations, all to be assigned to, and assumed by, the City of Dover; and
- WHEREAS: Pursuant to NH RSA 31:95-b, authorization by the City Council is required to accept and expend unanticipated funds from Dover400.

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

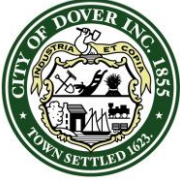
In accordance with NH RSA 31:95-b, the City Manager is authorized to accept and expend funds from Dover400, inclusive of Dover400’s cash on hand and also donations toward “Residents Supporting Community First Program for Dover’s 400th Celebration” collected by the City but not yet transferred to Dover400, in an amount not to exceed \$130,000, and any such funds or funding received from (or on behalf of) Dover400 are hereby appropriated for uses consistent with applicable law and applicable restrictions on such funds. Such funds shall be deposited in a restricted account for the City’s use to, first, satisfy remaining any and all contractual obligations of Dover400 and, thereafter, for any uses consistent with applicable law and any restrictions on the use of such funds. The City Council further authorizes the City Manager to assume existing contractual obligations of Dover400 to be assigned to the City, sign all necessary paperwork for such assignment and assumption, and to carry out Dover400’s assumed contractual obligations.

AND, FURTHER BE IT RESOLVED THAT:

In expending funds from Dover400, Purchasing Agent is hereby authorized to issue Purchase Orders as needed to satisfy Dover400’s remaining (assumed) contractual obligations (for which any applicable Purchasing Procedures in Dover Code Chapter V are hereby waived), and thereafter to issue Purchase Orders for expenditure of any remaining Dover400 funds consistent with Dover Code Chapter V, Purchasing Procedure, and any and all other applicable law. The amount of this authorization shall be limited so as not to exceed available funding.

Financing			
Account	Description	Appropriation	Balance
TBD	Donated Funds from/towards Dover400	\$130,000	\$130,000

THIS RESOLUTION REQUIRES A PUBLIC HEARING AND A TWO-THIRDS MAJORITY TO ADOPT PURSUANT TO DOVER CHARTER C6-6.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2024.05.08 - 77**
Resolution Re: Authorizing Acceptance of Donated Funds from
Dover400 and Expenditure of Same

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Robert Carrier

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

Recorded by: Jerrica Vanslyvong-
Bizier
City Clerk

DOCUMENT HISTORY:

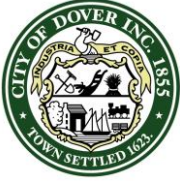
First Reading Date:	Public Hearing Date:
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Robert Carrier		
Deputy Mayor Dennis Shanahan		
Councilor S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

A copy of Dover400's current financials, including existing contractual obligations to be assumed by the City of Dover, accompanies this resolution. The primary contractual obligation to be assumed is for a statue commissioned for the Waterfront park (contract also attached), which Dover400 has indicated there is a \$6,000 issued check outstanding that will likely be deducted from the cash assets listed on the attached sheet. The City also is holding, as of May 2, 2024, \$6,872 of funds donated towards the "Residents Supporting



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.5.

Resolution Number: **R – 2024.05.08 - 77**

Resolution Re: Authorizing Acceptance of Donated Funds from
Dover400 and Expenditure of Same

Community First Program for Dover’s 400th Celebration”, which funds have been collected by the City but not yet transferred to Dover400, and further such donations may still come in.

The Council will recall that Dover400 was previously a committee of the City of Dover, but in 2021 became a private, nonprofit corporation separate from the City, to which the City provided grant funding in 2021; ([R-2021.01.13-011](#)) of \$142,880.33. The grant agreement provided that “[a]ny portion of funds provided by the City to the Grantee not expended at completion of this Agreement, or if such funds are on hand upon dissolution of [Dover400], shall be returned to the City of Dover provided same is allow[ed] by applicable law.” Dover400 intends to now dissolve and conclude its work and corporate existence, with remaining funds and obligations assigned to and assumed by the City of Dover.

Current Total Assets (cash)	\$118,635.50	(\$6000 pending in uncashed checks)
Sculpture Project		
	Vendor	Amt Paid
	Sincere Metalworks	\$19,200.00
	Andrea Bowen, LLC	\$5,400.00
	BA+C, LLC Engineering	\$6,000.00

SCULPTURAL DESIGN & CREATIVE DIRECTOR SERVICES CONTRACT

This Sculptural Design and Creative Director Services Contract ("Agreement") is entered into on **30th of November, 2023** between **Dover400** (referred to as "Client," "you", or "your") and **Andrea Bowen LLC, a New Hampshire LLC**, referred to as ("Designer", "we", "us"). Designer and Client are collectively known as the "Parties."

The **Client** is identified as follows:

Client Name: Dover400
Client Address: 24 Chestnut St, Dover NH03820
Client Email: 400dover@gmail.com
Client Phone Number: 603-834-3408

The **Designated Contact** is identified as follows:

Designated Contact Name: Sam Allen
Designated Contact Email: [REDACTED]
Designated Contact Phone Number: [REDACTED]

The **Project** is identified as follows:

Project Address: Waterfront Park, Dover, New Hampshire
Project Start: January 2024
Project Completion: Estimated to wrap up within 12 months of Project Start.

The **Services** are defined as follows:

Designer is commissioned to design a permanent, outdoor sculpture installation as seen in the Designer's accepted proposal, River Roots. Designer shall serve as the creative director of the Project and facilitate all design-related aspects.

Total Fee: \$16,200.00 USD

Payment Schedule:

Initial Payment of \$5,400.00 US dollars to be paid upon the signing of this Agreement to begin Designer's Services.

Second Payment of \$5,400.00 US dollars to be paid upon completion of fabrication of the Installation.

Final payment of \$5,400.00 US dollars is to be made within thirty (30) days of the completion of the Installation.

PURPOSE OF THIS AGREEMENT

WHEREAS, Client wishes to engage Designer to provide sculpture design and installation creative direction services for Client's Project. The Designer shall commence Services in alignment with the above-referenced Project Start and Project Completion periods. For the reasons set forth above, and in consideration of the mutual covenants herein set forth, the Parties hereby mutually agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

- a. **"Agreement"** shall mean the below terms and conditions and definitions hereto agreed upon by the Client and Designer.
- b. **"Project Location"** shall mean the property where the installation will take place.
- c. **"Project Dates"** shall mean the dates service shall be performed at the Project Location.
- d. **"Project"** shall mean the Project installed at the specified Project Location.
- e. **"Designer"** shall mean Andrea Bowen Art, LLC. This includes all staff and assistants.
- f. **"Client"** shall mean the above-listed Client name and details.
- g. **"Parties"** shall mean the Designer and the Client.
- h. **"Fabrication"** shall mean the production and manufacturing process of the sculpture.
- i. **"Installation"** shall mean the process of permanently and securely installing the sculpture at the Project Location.

TERMS AND CONDITIONS

I. Services and Project Specifics

A. Sculptural Design and Creative Direction Services. The Designer will be providing sculptural design and creative direction services for the Project. The Designer shall be responsible for the following Services:

- Creation of the overall design proposal and plan, consisting of drawings, renderings of the design, and mapping out of logistics.
- Research and selection of types of materials that are appropriate for the Project;
- Contracting with sub-contractors for facilitating the fabrication of the project and installation.
- Facilitate, oversee design and installation implementation, and guide the Project to completion;
- Designer will participate in on-site visits and planning meetings;
- Coordinate with third party contractors and vendors working on the Project;
- Make minor design adjustments, in keeping with the original design intent, if needed for structural or practical reasons;
- Provide information regarding suggested future maintenance of the Sculpture.

The Designer's Services and responsibilities for this Project shall not include:

- Preparation of the Project Location for installation;
- Directly hiring independent contractors and third party vendors, other than listed below in budget;
- Storage of sculpture before installation; Maintenance and upkeep of the structure after installation;
- Overseeing compliance with any applicable zoning and building codes, regulations, and similar responsibilities.

Additionally, under the scope of this Project and Services, the Designer shall be responsible or liable for any duties of independent contractors, including but not limited to the actual fabrication and installation of the Project. Designer is solely responsible for the creative direction and design aspect of the sculptural piece. After the completion of the Project, any required maintenance shall fall under the duties of the Client.

The Designer cannot guarantee the performance of any third party contractors or materials once installed at the Project Location.

B. Client's Responsibilities. The Client shall provide all necessary information related to the Project. The Designer shall rely on the accuracy of the information provided by the Client for the success of the Project. The Client shall communicate all decisions, approvals, reviews, schedule updates, and responses to the Designer in a timely manner. The Client shall be responsible for reviewing and approving all design plans and ensuring compliance with codes, regulations, and similar approvals.

Client realizes that proactive coordination with the larger waterfront development project will offer significant cost efficiencies, for example, with planning lighting of the installation with functional lighting for walkways and plazas, and incorporating the sculpture base into the overall paving plan. Client is responsible for maximizing cooperation and communication with the installation project in coordination with the overall development project.

C. Fabrication and Materials. The approved installation is projected to measure approximately 16' x 13'-23/4" x 2'-10" in size. The preliminary proposed material is welded and/or assembled metal, with a stone base supported by concrete pilings. Final materials will be based on recommendations by the engineer, in consultation with the Client, artist, and fabricator, for optimal structural integrity and design aesthetic. The Client will be informed of, and have a chance to review and approve, any subsequent material changes proposed by the engineer, fabricator, or Artist, whether for practical or aesthetic reasons..

D. Budget. The Designer has proposed the following budget totaling a \$125,000 investment, however, these numbers are estimates and the finalized project cost may vary based on material cost and availability, as well as other uncontrollable factors.

- Materials and fabrication: \$48,000.00
- Transportation and installation: \$18,750.00
- Engineering review and insurance: \$17,500.00
- Foundation and lighting: \$12,500.00
- Future maintenance: \$6,250.00
- Project contingency: \$5,800.00
- Designer's fee, including liability insurance added expense (the Total Fee of this Agreement): \$16,200.00

While Designer has proposed an overall budget for the entire Project, Designer can only guarantee pricing for their own Total Fee. Other costs and fees may vary depending on materials and availability and cost of third party contractors. Client shall be responsible for the remaining aspects of the budget, and securing all funding for the Project.

E. Ownership of the Sculpture. At the completion of the Project and after the final payment is submitted to the Designer, the sculpture and installation shall be owned by the City of Dover. Client shall be responsible for all future maintenance. Client agrees that any future reproduction(s) of the work, including but not limited to press features, online articles, and social media displays, shall include credit to the Designer.

II. Fees

A. Total Fee and Additions. The Total Fee is the Designer's entire fee for the design and creative direction of the Project, including oversight of the Project through completion of installation.

B. Payment Schedule.

Artist will provide the Client with written invoices for each phase of the Project, which will be due within thirty (30) days of receipt. All payments are non-refundable and non transferable.

1. Initial Payment.

The initial payment is one third ($\frac{1}{3}$) of the Total Fee, totaling five thousand four hundred dollars (\$5,400.00), which is due upon signing this Agreement.

The Client will pay the initial payment before the Designer has any obligation to perform the work described herein.

2. Second Payment.

The second payment is one third ($\frac{1}{3}$) of the Total Fee, totaling five thousand four hundred dollars (\$5,400.00), which is due upon the completion of the fabrication of the design.

3. Final Payment.

The final payment is the remaining balance of the Total Fee of five thousand four hundred dollars (\$5,400), which shall be paid by the Client within at least thirty (30) days of the completion of the installation of the Project.

B. Late Payments. Invoice payments are due within thirty (30) days of receipt. Late payments will incur a fee of four percent (4%) per month. Time is of the essence with respect to payments due to Designer. Designer shall cease Services, and retain all monies paid as liquidated damages.

C. Reimbursements. The Client agrees to reimburse the Designer for all reasonable expenses and incidentals relating to the Services, and any other fees or expenses incurred. Designer will supply any expense receipts if requested by Client. Requests for receipts must be received within thirty (30) days of Designer's invoice to Client.

III. Cooperation and Relations

A. Subjectivity of Design. The Client acknowledges and understands that they have hired the Designer based upon the Designer's specialized skill and talent. Designer will use reasonable efforts to ensure Client's services are carried out in a style and manner consistent with Designer's portfolio and the proposal presented to the Client, and

Designer will try to incorporate any suggestions Client makes throughout the duration of the Project. However, Client acknowledges and understands that every project is different. Creative design for different projects is a subjective service and Designer is a provider with a unique vision, with an ever-evolving style and technique. Dissatisfaction with Designer's independent judgment or individual style are not valid reasons for termination of this Agreement or request of any monies returned. The Designer shall have creative discretion and control over any variation throughout the duration of the Project.

B. Relationship. Designer is an independent contractor of the Client. This Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between the Parties for any purpose. The Designer has no authority (and shall not hold itself out as having authority) to bind the Client, nor shall it make any agreements or representations on the Client's behalf without the Client's prior written consent.

C In General. In order to perform the work specified within this Agreement, Designer must have positive cooperation and communication from the Client and all third party vendors and agents. In the event that Designer is unable to perform a portion of the services required under this Agreement due to failure of the Client or a third party vendor to cooperate, communicate, and/or to provide necessary approvals regarding the Project, then Designer shall not be responsible for any delays or additional expenses and will be released from performing that portion of the Services.

D. Safe Working Environment. Designer has a zero-tolerance policy with regards to abusive, demeaning, condescending and/or manipulative behavior of any kind to include, but not limited to: verbal, mental, physical or emotional distress of any staff member or outside vendor party involved with the Project by the Client, third parties, or any agent thereof. Designer has the right to immediately terminate all services if the Client, third parties, or any agent is acting inappropriately towards the Designer or any of its agents, or exhibiting threatening, hostile, or offensive behavior, verbal abuse, or in the event that the safety of the Designer is in question. Ensuring the appropriate behavior of all third party vendors during the Project shall be the responsibility of the Client. Designer has the right to withdraw from and terminate coverage to remove Designer's agents from the situation without approval from the Client. If the services are paused or terminated early under these circumstances, all monies paid shall be retained by the Designer, and the Designer will be released and held harmless as a result of incomplete services.

E. Third Party Vendors. Designer shall be responsible for contracting directly with any third party vendors and/or contractors and paying them directly. Designer shall provide a list of all third party vendors with whom Designer has contracted for the Project and with whom Designer is expected to coordinate. The Designer shall provide a point of contact for each of the third party vendors. Designer shall not be liable for any third parties actions or inactions, whether or not Designer recommended or refers any third parties.

All third party vendors engaged to render services in connection with this Project shall be required to maintain a Project-appropriate insurance policy, which shall be the responsibility of the Designer to confirm adequate insurance and sufficiency of coverage.

F. Third Party Vendor Dependencies. If Designer is unable to meet an obligation under this Agreement because Designer's performance was dependent, in whole or in part, on the action or inaction of the Client and/or a third party vendor with whom the Client has contracted or needs to enter into contract with, then Designer shall not be liable for failing to meet such obligation. Schedule delays, for any reason, may result in forfeiture of down payments to third party vendors and/or forfeiture of a slot in the schedule.

G. Requested Contractors. Designer requests an engineer representing the Client review the installation drawings, in addition to an independent engineer sign-off, which is included in the proposed budget. Client is responsible for securing all necessary approvals, stamps, and reviews required by municipal building codes. Designer reserves the right to review and approve any third-party fabricators selected.

H. Insurance. Designer will submit a Certificate of Insurance to the Client verifying a general liability insurance policy in the amount of \$1,000,000.

Client also warrants they shall maintain insurance on behalf of the Project throughout the process and after installation in case of any unforeseen circumstances during installation, transportation, maintenance, damage, or injuries in relation to the Project.

IV. Rights

A. Copyright. Designer retains the ownership of its copyright in any and all drawings, specifications, and designs pursuant to federal copyright law (Chapter 17, Section 201-02, of the United States Code.) Any and all work produced in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Designer. Once the Project is complete and all payments are received in full by the Designer, the Client shall own the finished installation and sculpture. The sculpture, installation, design, drawings, and other materials created by the Designer may not be otherwise reproduced or recreated without the express written consent of the Designer. Any unauthorized use of the design, such as re-creation of the original work for other parks, will result in additional fees and/or royalty payments to Designer. Upon termination of this Agreement, for any reason, Client is not authorized to utilize any of the creative works of the Designer, including the proposed sculpture design, concept, and drawings.

B. Credit to Designer. By signing this Agreement, Client agrees that Designer may use photos of the Project for Designer's portfolio, marketing, social media and website. When posting photos of Designer's work on social media and web, and sharing with press, media, and other outlets, Designer requests the Client share proper attribution and credit to the Designer as "Andrea Thompson Bowen".

C. Confidentiality. Designer owns, possesses, or controls certain trade secrets, copyright and other proprietary and confidential information acquired through the expenditure of time, effort, and money, including, but not limited to, planning documents, designs, checklists, and the terms of this Agreement, including pricing (herein "Confidential Information"). Client agrees to use all best efforts to protect Designer's interest in the Confidential Information and keep it strictly confidential. This includes a covenant to not directly or indirectly disclose, allow access to, transmit, or transfer the Confidential Information to any third party, including but not limited to online forums, without Designer's prior written consent.

V. Material Changes

A. Cancellation. In the event of cancellation of the Project by the Client or termination of this Agreement, for any reason (including but not limited to: change of heart with respect to Designer's services, pandemic or other health crisis, disaster, Act of God, or any other similar or dissimilar cause reasonably outside of either the Client or Designer's control), Designer will suffer losses and opportunities that are difficult to ascertain. Therefore, Designer shall be expected to return any payments once received and will have no further obligations to Client, and all reserved Project dates shall be released. Client acknowledges that all fees paid compensate Designer for not only for the final Project installation, but also reservation of the Project on their calendar and turning away from other business opportunities as well as the time spent by Designer in performances of the services and the miscellaneous operating expenses and administrative costs incurred by Designer in preparation for and expectation of completing the Services for Client. As such, Client agrees that, in the event of cancellation of the Project or termination of this Agreement, for any reason, all payments received to date shall be retained by Designer as liquidated damages, not as penalty, and shall be non-refundable in all respects.

Client shall be responsible for any outstanding balance for Services rendered to date and reimbursable expenses at the time of cancellation. Any outstanding balance owed shall be invoiced to Client and due promptly. Cancellation must be made in writing and is non revocable. Clients must provide Designer with written notice as soon as reasonably possible, and termination will be effective upon receipt of notice.

B. Postponement. The Client may request to postpone the Project. Designer will make every effort to accommodate, but Designer's availability is not guaranteed. Should the Client postpone the Project more than six (6) months beyond the agreed project commencement, the project shall be considered cancelled, unless both parties agree in writing to continue under the same terms.

C. Change of Scope. Should Client decide to change the direction of the Project and materially alter the approved and selected design presented by the Designer prior to the signing of this Agreement, Designer shall have the right to terminate this Agreement if the direction no longer aligns with their vision and retain all monies paid to date. Designer will then be liable for any outstanding payments owed based on the completion of the Project and any reimbursable payments. Should Designer opt to continue working with the Client with the new direction, a new Total Fee will be presented by the Designer, in addition to a new timeline and scope, which must be agreed upon by both parties in writing and through a new agreement.

If Client requests major design changes, in keeping with the original design intent but requiring new sketches, models, or documentation, this would be a change of scope, which will be billed separately outside of the fees of this Agreement at an additional hourly rate of seventy five dollars (\$75) per hour. Any major design revisions will require additional time to be allotted to the schedule.

D. Cancellation by Designer. In the event the Designer cannot or will not continue to render services due to: illness, death, health concerns, government restriction, pregnancy, emergency, accident, Act of God, or any other restriction, the Designer will immediately give notice to the Client. All efforts will be made to provide a competent professional replacement, with the mutual agreement of Client.

If a replacement is unavailable, the payment(s) made to Designer will be refunded or credited, less a reasonably accurate percentage of services rendered to date and delivered to Client. The return of the apportioned payment(s) shall be the entire obligation under this contract. No other damages or guarantees of any kind are recognized or warranted.

E. Force Majeure. Neither party shall be liable or responsible to the other party for any costs or damages, nor be deemed to have defaulted under or breached this Agreement, due to delay, nonperformance, or failure in fulfilling or performing under this Agreement, when the extent of such failure or delay is caused by or arises from any cause or event beyond such party's control. Such events include, but are not limited to the following "Force Majeure Events": Acts of God, fire, flood, explosion, natural disasters such as earthquake, storm, flood, infestation, epidemic or pandemic, war, invasion, hostilities, civil unrest, government law, action or order, accident, power or other mechanical failures, blockades, national or regional emergencies, strikes, stoppages, shortages, slowdowns, shortage or restriction of transportation, and any other disruptions. Any party claiming the benefit of this provision must give notice as soon as reasonably practicable via written notice to the other party. The impacted party must use diligent and reasonable efforts to resume and/or cure performance under this Agreement as soon as reasonably practicable and to minimize effects of the Force Majeure event. The non-refundable Initial Payment, as well as any and all monies paid to the Designer, remain non-refundable. The cancellation and rescheduling clauses and policies, as outlined above, apply to all Force Majeure events.

F. Notice. Parties shall provide effective notice ("Notice") to each other via email, phone, or certified mail as promptly as possible.

VI. Representations and Warranties

The Designer represents and warrants to the Client that (a) she has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all obligations in this Agreement; (b) The Designer's obligations under this Agreement does and will not conflict with or result in any breach or default under any other agreement; (c) The Designer has the required skill, experience, and qualifications to perform the Services, and shall perform the Services in a professional and workmanlike manner in accordance with and shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner; (d) shall perform the Services in compliance with all applicable federal, state, and local laws and regulations. The Client represents and warrants that it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; and (b) the signatures at the end of the Agreement are authorized on behalf of the Client. This Agreement is solely for exclusive consideration of the Client and Designer.

VII. Limit of Liability and Release

The Designer's liability is limited to the return of payments received, minus the current value for any services already rendered. Furthermore, except as stated herein, both Parties agree to waive and release each other, and all of their representatives, from all claims of harm or damages related to or arising from this Agreement. Client and related parties/participants expressly assume any risk of services and related activities as described herein. Designer is not liable for any damages, injuries, quality or longevity of materials, or destruction of property. Designer is not liable for compliance with codes or regulations, and is not responsible for any actions or inactions of third parties. At no time will Designer be liable for storage, transportation, maintenance, damage, or injuries in relation to the Project and sculpture.

VIII. Indemnification

The Client hereby agrees to indemnify, release, discharge, and hold harmless the Designer and his/her heirs, legal representatives, assigns, employees, agents, or any persons acting under permission or authority of the Designer from any and all claims, demand action, cause of action, damages, losses, liabilities, deficiencies, judgments, settlements, penalties, fines, costs, or expenses of any kind, including reasonable legal and professional fees which may be made or brought against the Designer or which the Client may suffer or incur as a result this contract or services provided by the Designer. This includes but is not limited to 1) breach or non-fulfillment of any representation, warranty, or covenant in this Agreement, 2) any negligent or more culpable act or omission, 3) any bodily injury, death, or damage to property, 4) any failure to comply with federal, state or local laws, regulations, or codes in performance under this Agreement, and 5) claims brought by other vendors as a result of performance with this Agreement. It is Client's responsibility to reconcile any conflicts between Client's Agreement with Designer and Client's agreements with other vendors.

In the event that the Designer breaches the contract, the Client agrees to indemnify and hold harmless the Designer from any incidental, punitive, or other damages in excess of the amount of the contract. In the event of breach of contract on the part of the Designer, both parties agree that the sole and exclusive remedy is reimbursement of funds, minus a reasonably accurate percentage of services rendered. These recoverable damages shall not exceed the amount agreed upon and actually paid to Designer.

IX. Choice of Venue and Law

This Agreement shall be construed according to the State of New Hampshire. Client acknowledges that this Agreement was entered into in Strafford County, New Hampshire and that the proper venue for any legal action related to this Agreement is in the Superior Courts of the County of Strafford County, New Hampshire. In the event any Party files suit or an arbitration proceeding to enforce any term or condition herein, the prevailing Party is entitled to expenses of litigation, including reasonable attorney fees, costs and expenses, in addition to any other relief to which the Party may be entitled.

X. Amendments

This Agreement has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by the Client and Designer at the time of acceptance of this contract shall be recognized as amendments to this Agreement. In no event shall this Agreement be modified, altered or amended without the prior written agreement of each party hereto.

XI. Severability

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

XII. Entire Agreement

This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous understandings, agreements, inducements or conditions, express or implied, written or oral, between the parties. This Agreement expressly supersedes any and all prior written and/or oral agreements, and the terms and conditions of this Agreement cannot be modified without the express written consent of both parties. The terms and conditions of this Agreement shall be binding upon the parties, their personal representatives, successors and assigns, and may not be assigned to any third party beneficiary.

XIII. Counterparts and Signatures

This Agreement may be executed by a party's signature transmitted by facsimile, and copies of this Agreement executed and delivered by means of facsimile signatures shall have the same force and effect as copies hereof executed and delivered with original signatures.

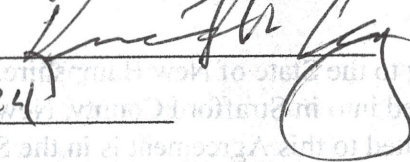
Parties agree to the terms and conditions as set out above dated effective as of the last date of signature below.

CLIENT

Client's Name:

DOVER 400
KEVIN McNEAVEY

Client's Signature:



Date:

3/19/24

DESIGNER

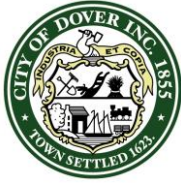
Andrea Bowen, on behalf of Andrea Bowen Art LLC

Designer's Signature:

Andrea Bowen

Date:

3/19/2024



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R – 2024.05.08 - 78**

Resolution Re: Authorization to Accept and Expend the US Department of Energy – Energy Efficiency & Conservation Block Grant

WHEREAS: The City has received notice from the NH Department of Energy of an award of the Energy Efficiency & Conservation Block Grant (EECBG) in the amount of \$76,150.00; and

WHEREAS: The grant involves deploying federal funding to reimburse the purchase of a F-150 Lightning which will be used by the Dover Community Services Department as a proof of concept for replacing heavier duty fleet vehicles with all electric alternatives. Additionally, EECBG funds will be used to expand the municipal charging network, further allowing for electrification to advance within the fleet; and

WHEREAS: In adhering to the requirements established by the NH DOE and per NH RSA 31:95-b and RSA 21-P:43, authorization by the City Council to apply for, accept, and expend unanticipated funds for eligible project costs is needed; and

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

In accordance with NH RSA 31:95-b and RSA 21-P:43, the City Manager is authorized to apply for, accept, and expend grant funds allocated to the City of Dover on behalf of the NH Department of Energy award of the (EECBG) and any funding received is hereby appropriated for said purposes. The City Council, in a majority vote, accepts the terms and requirements of the Grant, and authorizes the City Manager to sign all necessary paperwork for the grant as well as contract(s) with a vendor, consistent with the authority herein.

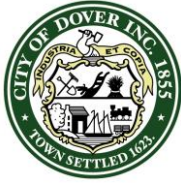
AND, FURTHER BE IT RESOLVED THAT:

In expending funds for eligible costs identified in the grant, 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 amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
TBD	(EECBG) Energy Efficiency & Conservation Block Grant	76,150.00	76,150.00

THIS RESOLUTION REQUIRES A PUBLIC HEARING AND A TWO-THIRDS MAJORITY TO ADOPT PURSUANT TO DOVER CHARTER C6-6.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.6.

Resolution Number: **R – 2024.05.08 - 78**

Resolution Re: Authorization to Accept and Expend the US Department of Energy – Energy Efficiency & Conservation Block Grant

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: Jerrica Vansylyvong-
Bizier City Clerk

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 S. April Richer, Ward 1		
Councilor Robert Warach, Ward 2		
Councilor Anthony Retrosi, Ward 3		
Councilor Debra Hackett, Ward 4		
Councilor Fergus Cullen, Ward 6		
Councilor Linnea Nemeth, At Large		
Councilor Lindsey Williams, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The Energy Efficiency and Conservation Block Grant (EECBG) Program is a rebate program and the Pre-Award Information Sheet for the City of Dover, NH, with the support of the Dover Energy Commission, has selected a “voucher for equipment rebate” following the USDOE guidance for local governments receiving under \$250k. USDOE approved the City’s EECBG equipment rebate voucher application on April 15th, 2024 in the amount of \$76,150.