



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, July 28, 2010**
Meeting Time: **7:00pm**

1. **CALL TO ORDER**
2. **MOMENT OF SILENCE**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL ATTENDANCE**
5. **PROCLAMATIONS/AWARDS – None**
6. **APPROVAL OF AGENDA**
7. **PUBLIC HEARINGS**
 - A. **RESOLUTION: NAMING OF NEW BRIDGE SPANNING COCHECHO RIVER**
SPONSORED BY MAYOR MYERS
 - B. **RESOLUTION: AUTHORIZING NEW SIDEWALK CONSTRUCTION**
SPONSORED BY MAYOR MYERS BY REQUEST
8. **CITIZEN'S FORUM**

Citizens 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. **July 7, 2010 – Non-Public Session**
 - B. **July 14, 2010 – Regular Session**
11. **MAYOR'S REPORT**
12. **UNFINISHED BUSINESS**
 - A. **ORDINANCES IN THE 2nd READING - None**
 - B. **ORDINANCES IN THE 3rd READING – None**



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C. RESOLUTIONS

1. **NAMING OF NEW BRIDGE SPANNING COCHECHO RIVER**
SPONSORED BY MAYOR MYERS
2. **AUTHORIZING NEW SIDEWALK CONSTRUCTION**
SPONSORED BY MAYOR MYERS BY REQUEST

13. NEW BUSINESS

A. CONSENT CALENDAR

1. **BLOCK PARTY – Greater Dover Chamber of Commerce**
2. **RAFFLE – Greater Dover Chamber of Commerce**
3. **BLOCK PARTY – Neighborhood including Fisher, Elm, and Hamilton Streets**
4. **RAFFLE – Temple Israel Of Dover**
5. **RESOLUTION: B09064 PAY & DISPLAY PARKING METERS**
SPONSORED BY MAYOR MYERS BY REQUEST
6. **RESOLUTION: HIGHWAY ROAD SALT**
SPONSORED BY MAYOR MYERS BY REQUEST
7. **RESOLUTION: BOOK AND MEDIA PURCHASES**
SPONSORED BY MAYOR MYERS BY REQUEST
8. **RESOLUTION: MOTOROLA RADIO OFF STATE NH CONTRACT 8000153**
SPONSORED BY MAYOR MYERS BY REQUEST

COMMITTEE REPORTS

1. School Board Liaison
2. Planning Board
3. Appointments Committee
4. Recreation Advisory Committee
5. McConnell Center Advisory Committee
6. Arts Commission
7. Solid Waste Advisory Commission
8. Transportation Advisory Commission
9. Joint Building Committee – Horne Street
10. Joint Building Committee – Media Access
11. Legislative Liaison



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B. RESOLUTIONS

- 1. B03003 HENRY LAW AVENUE PHASE CONSTRUCTION OVERSIGHT SERVICES**
SPONSORED BY MAYOR MYERS BY REQUEST
- 2. B10096 HENRY LAW, PAUL STREET & WALLINGFORD CONSTRUCTION**
SPONSORED BY MAYOR MYERS BY REQUEST
- 3. AUTHORIZATION FOR PARTICIPATION IN STATE OF NH DRINKING WATER STATE REVOLVING LOAN FUND FOR NORTH END WATER PRESSURE FY2011 CIP PROJECT**
(TO BE REFERRED TO A PUBLIC HEARING ON AUGUST 11, 2010)
SPONSORED BY MAYOR MYERS BY REQUEST

C. ORDINANCES IN 1ST READING – None

- 14. COUNCIL CORRESPONDENCE – None**
- 15. COUNCIL MATTERS OF INTEREST**
- 16. ADJOURNMENT**

CITY MANAGER'S REPORT

July 28, 2010



Submitted by:

J. Michael Joyal, Jr.
City Manager

288 Central Avenue
Dover NH 03820
603.516.6023

General Summary of Matters **Office of the City Attorney** Allan Krans

The use of outside counsel to handle specialty matters continues and consists of counsel involved in environmental matters (Attorney Peltonen), labor negotiations (Attorney Broth and assistant), cable and telecommunications (Attorney Ciandella), and zoning and assessing matters (Attorney Mitchell/Attorney Whitelaw). There are a small number of other attorneys hired on a variety of smaller matters.

SELECTED MATTERS FOR THE MONTH: June 2010

- Assistance to the City Council: drafting/review of resolutions and ordinance revisions; attendance at meetings; Joint Building Committee procedure for dissolving;
- Assistance to the Community Services Department: DUC rules; enforcement matters
- Assistance to the Planning Department: enforcement matters; development matter
- Assistance to the Finance Department: contract reviews and preparations; purchasing matters; insurance litigation matter;
- Assistance to the Recreation Department: review of leases;
- Assistance to the Police: review of litigation matters in NH Supreme Court;
- Assistance to the City Manager: review of documents for signature; review of New Hampshire Supreme Court cases; review of litigation; codification of the ordinances project; Merit Plan revisions;
- Processing five (5) requests made pursuant to RSA 91-A (36 requests in 2010);

The role of the Office of the City Attorney is to represent the corporation as a whole including the City Council, the City Manager and the Departments. The focus of the Office of City Attorney is to avoid legal problems for the City by advising staff members, reviewing legal documents, addressing citizen concerns proactively, providing guidance to the boards, commissions and committees of the City and assisting City Councilors in the performance of their duties. The goal is to save money for the taxpayers and the City of Dover. A further role of the City Attorney is to respond to matters involving litigation. This role involves contacts with opposing legal counsel on a regular basis, the attendance at hearings and the trial of matters before the Courts.

Dover Business & Industrial Development Authority

Economic Development Overview

Dan Barufaldi

1. Sector Review:

Retail: Some continued decline in retail sales in the last month while the consumer confidence index flat lined. Consumers sensed that things may have worsened slightly and elected save rather than spend in the period. Private sector fear of unemployment sustained even as unemployment in Dover dropped another 0.4% of a percent to 5.0% as national unemployment dropped back two tenths of a percent to 9.3%.

Restaurants: Fast food sales are up due to price cut "specials". Other breakfast and lunch sales continue flat. Dinner sales at higher end restaurants remain flat.

Hotels/Motels: Sales activity is highly location sensitive, but off significantly. Weekend sales remain below former rates, but show some improvement with summer travel. Our downtown hotel continues to record high occupancy levels, but at slim margins. The Microtel at Weeks Crossing is back in operation under new ownership and was advertising weekend specials recently and their occupancy rates are improving. Weekday occupancy rates at the other Week's Crossing hotels are off as business travel is reduced by the slow economy and the advent of electronic meetings. Local hotel competition is aggressive.

Services: Financial services are improving significantly as investors indulge in market timing investments in volatile markets. Services connected to project work are off markedly. Travel (seasonal), cleaners, and cleaning services sales remain soft and fragile. Software sales are rising steeply. Educational services continue to grow. Healthcare services continue to grow. Services utilization of temporary help continues to grow. Services related to construction (architects, engineers) continue to decline.

Construction: Some residential construction improvement with a few new projects before the Planning Board recently. A second wave of foreclosures has begun due to the backlog of delinquent mortgages not yet foreclosed upon and the pressure on banks to clear their delinquent mortgages. There will be only a moderate local effect as long as our low local unemployment rate sustains. Commercial activity exists, particularly in building rehab, but continues to decline overall. Lower rehab costs for existing and available commercial/ industrial buildings and lack of financing availability make new construction difficult. Inquiries on Enterprise Park land have picked up as more companies are now looking at sites there. Companies waiting on the sidelines now want to get started while low property values and low mortgage rates are still available. One company appears to be proceeding toward building a 30,000 sq. ft. building at Enterprise Park.

Manufacturing: Routine, high labor content manufacturing has gone offshore and is not coming back. Knowledge based, high tech, high quality and precision niche manufacturing is somewhat stressed but stable with certain sectors in growth mode. Electronic assembly is experiencing an uptick with rush delivery requests common. Volatility of demand remains a problem. Food manufacturing and electronic recycling are showing growth signs locally. New car inventories are still above normal. Car sales, recovering smartly in the first quarter, have fallen off despite discounting. The Toyota recall and lost confidence in the quality and reliability of the brand have had a serious short term effect on their sales across multiple product lines. This effect has now been overcome in the marketplace, buoyed by heavy rebate programs from all manufacturers. Some moderate bright spots exist at specific brand outlets

like Toyota, Ford and VW. GM sales are now beginning to rise smartly while Chrysler enjoyed a sharp percentage increase following a severe loss of market share.

Healthcare: Still in a growth mode, but uninsured unemployed patients are avoiding services unless conditions are painful or life threatening. Medicare/ Medicaid payment uncertainty and the political/economic quandary of healthcare reform/ insurance programs will mitigate some expansion. Doctor and hospital visits are off slightly and emergency room activity is increasing enormously as health insurance is often lost due to unemployment. Passage of the healthcare reform bill has had little effect on day-to-day healthcare so far.

Commercial Real Estate Space: A large office space inventory continues to drive prices downward. Lower cost mill space is doing better than higher cost mill office space currently. The WDH Exit 9 Medical Practice Building is now occupied, releasing selected office leased space near the WDH main campus. WDH has removed one floor from their main campus expansion plans. One of our major mills is only 43% occupied and has lost three large tenants to another Dover location with door side parking. Lack of proximate parking remains a serious deterrent. A new company employing 180 is looking for 30,000 sq. ft. of leased space in either the Cocheco Falls Mill or the Goss building. Internal uncertainties within the company has delayed that decision. Another 40,000 sq. ft. tenant is exploring the whole second floor of the Moore Building or space at Goss. A micro brewery is interested in substantial square footage in the Moore building.

2. Local Business Retention Contacts:

Real Estate Agents: Commercial agents contacted all have high inventories, few new build sales, and expect that commercial real estate is still early in its decline cycle, following residential real estate by about 18 months on average. Portsmouth Brokerage houses are expressing increased interest in Dover, have requested presentations on Dover activities, and are moving assets to Dover in anticipation of increased activity here as the economy recovers. Unsold/ unleased discounted commercial property inventories continue to be of interest over new build space.

Developers/Builders: A lot of rehab of leasable office space, manufacturing, and warehouse space is underway, including the Goss Building, Moore Building, Collins & Aikman and Prime Leather. More new office/warehouse leases are being sold at this time, but space is being leased at reduced prices short term to gain longer term commitments. One firm is looking at a potential new build of 30,000-40,000 sq. ft. in Enterprise Park.

Mills: AT&T call center space is still not leased to a new tenant. Loss of three significant leased office space tenants to another Dover location has occurred. Lack of on-site parking is a continuing problem. Other mill space has some prospects as a children's restaurant on the ground floor opposite the Children's Museum is still being contemplated in addition to the 30,000 sq. ft. prospect mentioned above.

Another Mill now has less than 12,000 sq. ft. unoccupied and has deferred prospects for a baked goods manufacturing operation and a deli/bakery restaurant coffee shop, but is losing a discount retailer.

Downtown: Three spaces are open currently, but several small businesses selling both discretionary and necessary products and services are at risk due to the unavailability of credit and a lack of curbside parking. DBIDA is working with BFA, SEDC and DRED to explore the possibilities to help these businesses, and is also reviewing business models to uncover opportunities for increased revenues and/or reduced expenses. Credit card companies and banks have cut or eliminated the credit lines traditionally used by small business people to bridge seasonal and/or receivable/payable time lags. Other SBA loan programs are being accessed, and are now easier to access. A new Fed stimulus program aimed at providing credit to small businesses through the SBA has been announced, but local banks do not have enough details on the program to start lending at this time. Another Federal stimulus program

dedicating \$135 million to NH small businesses and administered through the NH BFA has been announced for businesses in ERZ Districts. This program would make tax exempt bonds available through local banks. Unfortunately, the extremely tight window for application effectively limited the program to projects already to go and excluded refinancing as eligible. Dialogue with the Dover Economic Loan Program Administrator has been initiated for small local businesses needing a startup loan or secondary next step financing. Three applications are in place. One such loan for \$150,000 closed last month.

Start up financing through banks is virtually non-existent. A few downtown businesses with limited resources, heavy debt loads, old business models and slow adaptability have now closed. A meeting with Congresswoman Shea-Porter and a local bank has been held to discuss the SBA program changes needed for local banks to get SBA loans to Dover small businesses. Local banks are receiving double messages from the Feds. Public statements from DC exhort local banks to provide more access to credit for small businesses while the Fed regulators raise cash reserve requirements and add application documentation requiring banks to change their loan processing software every two weeks which is a significant expense and training burden. This combination tends to limit the size of the loans of interest to small banks, both at the upper and lower ends of the range.

3. Unemployment: (Non-Seasonalized) NH Employment Security, Economic and Labor Market Information Bureau:

Dover: Currently at 5.0%, an improvement of 0.4% over last month.

Portsmouth: 4.9%

Rochester: 6.4%

Somersworth: 6.3%

Manchester: 6.8%

Concord: 5.2%

New Hampshire: 5.9%

Maine: 8.8%

Massachusetts: 9.1%

Rhode Island: 11.8%

Vermont: 5.9%

New England: 8.6%

U.S.: Currently at 9.3%. Most recent BLS figures state U.S. unemployment at 9.7%, but this is due to an anomaly in their survey technique and the algorithm used in their seasonalization technique that distorts results in a declining employment context. U.S. unseasonalized unemployment is expected to continue to hover around 10% through year end.

4. Incentive Activity:

ERZ Districts (3) Progress: Four new businesses so far have moved into ERZ locations in Dover. ERZ District availability has positively influenced four move-in companies to date representing 146-200 jobs. These include 120 at URT Corporation (adding 60 more by mid 2010), 49 at VXI Corporation, and 7 at RKG Consultants. Agility manufacturing and URT Corporation have formally applied for the ERZ tax exemption with DBIDA assistance. HEI is currently being assisted to make ERZ applications.

5. Outreach/Attraction:

Enterprise Park: Preliminary interest in Enterprise Park land for a New England distribution hub has faded with a change in the company's wish to build new, and to instead rehab and expand an existing building. Recent contacts indicate the firm has, for the time being, decided to do nothing. Dover ERZ benefits and owner indemnification offers are still on the table and being considered.

ITACONIX has decided to slow their phased build out in their own building until their hardwood biomass feedstock is tested at scale. They have taken 12,000 sq.ft. of leased space at Pease for a year or so and then will consider building at Enterprise Park. They still prefer a Dover location. We are beginning discussions re another local location with enhanced water supply and cost numbers and they have expressed interest in pursuing that possibility. Their original timetable has extended.

We are working with the agent for the Fosters building and property at Enterprise Park that is up for sale or lease and possible subdivision of the property for development. Fosters will outsource their printing and distribution functions and move their office staff to their downtown offices in Dover.

A developer looking at an Enterprise Park lot for an 11,000 sq. ft. four unit spec building for office warehouse applications has delayed his build plans for one year and may now consider one of the Fosters property subdivided lots for his building.

The Fosters property at Enterprise Park is for sale and has applied for and obtained approval of subdivision of the 30.85 acre property that could accommodate three more building pads. A new prospect for a 30,000-40,000 sq. ft. building at Enterprise Park for a company with 50 jobs is under negotiation re financing options. They have received a proposal for site design and for building construction from CivilWorks and Fulcrum Associates, respectively.

Preliminaries are underway to form an Enterprise Park Tenants Association to handle future public area maintenance and other Park issues and governance. Legal Dept. has now completed a set of draft by-laws and association agreement to facilitate this. Review and approval by the DBIDA Executive Committee is now complete. An Enterprise Park tenant being considered for DBIDA Board membership to help facilitate this process was not appointed and has withdrawn from future consideration for the time being. A dialogue will ensue with the Park tenants to finalize the Association Agreement and by-laws. This process will prove more difficult without an Enterprise Park owner on the DBIDA Board.

Industrial Park Drive: The URT Corporation has leased 80,000 sq. ft. and has added 20,000 more for a total of 100,000 sq. ft. They are about to lease an additional 20,000 sq. ft. in another Industrial Park Drive Building to house their asset management activities.

They currently have hired 120 employees and expect to expand to two full shifts and employ 200 by early next year. They are an electronic components recycler with headquarters in Janesville, WI, a large facility in Las Vegas, NV, another in Alabama, and two more about to be located in the SE and SW of the country shortly. The Governor came to Dover to officially open the facility. ERZ status helped their decision to locate in Dover. A local "opening" was held with the Mayor, City Council, City Manager, and DBIDA Board members for a ceremony and plant tour on March 24th.

The Moore Building: VXi, head set designer and distributor, (manufacturing is in China) has moved in and will bring 49 jobs. Since they are coming from Rollinsford, they will have a mix of Dover and other local employees. HE Innovations, LLC is now in the Moore Building with 4

employees and Southside Fitness, LLC is moving into 5,600 sq. ft. in the Moore Building shortly with 2 employees, growing to 4 as classes are set up.

Rt. 1 and Mast Rd.: Mixed use development incorporating a senior facility, 56 unit housing development, a Hannaford market, and possible restaurant. So far zoning and density compliance looks good. A public announcement with on-line plans is now available. "Design By You" a household design and furnishings company has moved into the former gallery space on Central Ave.

Economic Development Resource Guide: This important outreach tool is now available and distribution to selected venues for use has commenced. Feedback on the quality and usefulness of the piece has been very positive. It will be well used in the Ambassador Program for economic development outreach to relocation candidate companies.

Dover "Teaser" cards: 300 Dover Teaser cards have been designed and printed for use by Dover Ambassadors in attraction/ relocation candidate outreach activities to promote Dover business benefits to a wider audience at a reduced expense. More can be inexpensively printed as needed.

6. Public Activities:

Twenty-five Parking Garage related meetings with developers, finance entities, engineering firms, parking facilities firms re information gathering for eventual RFP issuance conforming to the requirements of the City Manager, the Parking Commission, DBIDA and the City Council.

Kent Creative meetings (3)

DRED Meetings (2):

Tourism Leadership Partner meetings (2)

DBIDA Board meeting

NHCIBOR Quarterly meeting, Bedford, NH

NHCIBOR Marketing meeting, Concord, NH

CIBOR Seacoast Meeting

Monthly Networking Leads Group 2nd Tuesdays

City Council meetings

Office Interiors contact/VXI Loan Program for furniture

UNH/ DoverTech Meeting

Development Issues Meeting/Planning

Rotary Presentation

Tourism Partners Meeting

CIBOR Seacoast Marketing Meeting: Pease

Ambassador Program meetings (3)

UNH liaison meeting: Dr. John Carroll, Durham Selectman, Diana Carroll

TRC meetings (3)

SEDC meeting

Kane Realty meeting

TIFF Meeting

Woodman Institute Museum meeting

Agility Mfg. meetings (2)

HEI Meetings (2)

Cocheco Falls Mill meeting with client

Land, Sea, Space Museum Update Meeting

Prospects meetings (3)

Prospects Financial Review Mtgs. (2)

Congresswoman Shea-Porter Meeting with local banks



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Non-Public Session
Meeting Location: City Manager's Office, City Hall
Meeting Date: **Wednesday, July 7, 2010**
Meeting Time: **To follow Joint Fiscal Committee Meeting**

The City Council will meet in Non-public Session to discuss City Manager Evaluation.

NOTE: This meeting is not open to the public per RSA 91-A:3 II(b).

Present: Mayor Myers, Deputy Mayor Trefethen, Councilor Carrier, Councilor Cheney, Councilor Cruikshank, Councilor Garrison, Councilor Hooper, Councilor Nedelka, Councilor Weston.

Also present: City Manager Joyal.

Mayor Myers called meeting to order in public session at approximately 7:45pm.

Councilor Hooper moved to enter non-public session for the purposes of discussing the annual performance evaluation of the City Manager and related compensation adjustment in accordance with RSA 91-A:3 II(b); seconded by Councilor Garrison. Roll Call Vote: 9/0.

Mayor Myers distributed the evaluation marks and comments submitted by all Councilors for review. Discussion with Councilors and the City Manager ensued regarding the various performance measures being evaluated and feedback being given. The general consensus was that the City Manager's overall performance was more than expected by the City Council. Councilors discussed making adjustments to various scores and comments before finalizing into a written report. Councilors agreed to submit minor adjustments to the Mayor by 3pm on Thursday to allow them to be assembled in time for the following regular meeting agenda. Discussion ensued regarding the City Manager's offer to continue with a salary freeze for the coming year and changes to be allowed in the City Manager's employment agreement. Changes discussed and agreed upon include: no wage increases for FY2011; beginning July of 2011, to afford a 1% increase in his minimum annual pay adjustment until his pay level reaches the median amount calculated each year for chief municipal administrators in comparable NH communities; and, beginning July of 2011, that payment of deferred compensation will be increased by 1% of base pay each year until reaching a maximum of 10% of base pay. Additionally it was agreed to extend the City Manager's existing eligibility for retiree health insurance in conjunction any severance he is entitled to while ensuring an exclusion if termination results from a conviction of a felony, gross misconduct or voluntary resignation.

Councilor Garrison moved for the agreed upon changes to be reflected in a formal resolution authorizing the Mayor to assemble and execute an amended employment agreement on behalf of the City; seconded by Councilor Nedelka. Vote: 9/0

Councilors agreed that the Mayor would assemble the final written evaluation and serve as spokesperson regarding the evaluation results.

Deputy Mayor Trefethen moved to return to public session and adjourn; seconded by Councilor Hooper. Vote: 9/0.

Meeting adjourned at approx 10:00pm.



CITY OF DOVER

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Meeting Time: **7:00pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Garrison led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Myers, Deputy Mayor Trefethen, Councilor Carrier, Councilor Cheney, Councilor Cruikshank, Councilor Garrison, Councilor Hooper, Councilor Nedelka, Councilor Weston.

Also present: City Manager Joyal, Finance Director Lynch, and City Clerk Lavertu.

5. PROCLAMATIONS/AWARDS – None

6. APPROVAL OF AGENDA

Councilor Hooper moved to add the School Board Report; seconded by Councilor Weston.
Vote: 9/0.

Deputy Mayor Trefethen moved to add the Appointments Committee Report; seconded by Councilor Nedelka.

Vote: 9/0.

Councilor Weston moved to add a new Ordinance to the Agenda as Item 13.C.1.; seconded by Councilor Hooper.

Vote: 9/0.

Councilor Cruikshank moved to approve the Agenda as amended; seconded by Councilor Nedelka.

Vote: 9/0.

7. PUBLIC HEARINGS

A. ORDINANCE: CHAPTER 3: ADMINISTRATIVE CODE

SPONSORED BY MAYOR MYERS BY REQUEST

Douglas Glennon, 4 Old French Mill Road, Barrington, Board Member of the Greater Dover Chamber of Commerce: He encouraged the citizens to shop locally and asked the City to do the same. He asked that the City maintain the current language in Article 3-25, and asked the Council not to vote for the proposed language change. He asked the Council to collaborate with the Chamber of Commerce to come up with proposed language that makes sense for the City of Dover's taxpayers and the 500 members of the Chamber of Commerce.

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



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B. ORDINANCE: CHAPTER 5: BOARDS, COMMISSIONS, AND COMMITTEES SPONSORED BY MAYOR MYERS BY REQUEST

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

C. ORDINANCE: CHAPTER 152: STREETS AND SIDEWALKS SPONSORED BY MAYOR MYERS BY REQUEST

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

D. RESOLUTION: REPROGRAMMING OF UNEXPENDED BOND PROCEEDS AND APPROPRIATIONS FOR CERTAIN CAPITAL IMPROVEMENT PROJECTS SPONSORED BY COUNCILOR WESTON AND COUNCILOR GARRISON

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

8. CITIZEN'S FORUM

Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.

Dawn Haines, 17 Elm Street, SOS Representative: She thanked the Council for appointing members to the newly created Pool Advisory Committee that will be approved tonight. She said she was thankful for all the guidance she received from the Councilors and the City Manager.

Brian Mahoney, 14 Adelle Drive: He said he was wrongfully placed on the webpage for sexual offenders by Dover Detectives Harrington and Conolopy, after being acquitted 28 years ago. He said he has fought this for four years and felt something should be done about the management of the Detectives. He said he is filing a \$5.5 million lawsuit for putting him on the sex offender webpage, because the Dover Detectives did not do their jobs. He said they should be fired. He showed the letter from Attorney General Michael A. Delaney stating that he was found not guilty.

William Colbath, 129 Silver Street: He asked the Council to reconsider their vote to remove Masi Denison from the Zoning Board of Adjustment. He said she has done an exemplary job and doesn't deserve this slap in the face.

Harvey J. Lynch, 26B Lincoln Street: He said he was disappointed with the spending cap override. He discussed items on the agenda regarding privatizing positions and the City Manager's position.

Mayor Myers, seeing no one else wishing to speak, closed the Citizen's Forum.



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9. CITY MANAGER'S REPORT

City Manager Joyal said he had two quick items: 1. He appointed Daniel Barufaldi, Economic Development Director, to the Sky Haven Advisory Board. 2. He introduced Lena Nichols, the new Human Services Director to speak to the Council.

Ms. Nichols said she was happy to have the opportunity to fill this position. She has worked for the City for six years. She told the Council to call her if they have any questions.

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

Vote: 9/0.

10. APPROVAL OF MINUTES

A. June 23, 2010

Mayor Myers asked to correct the spelling of Bill McMahon's name on Page 2/7.

Deputy Mayor Trefethen moved to correct the spelling on Page 2/7; seconded by Councilor Hooper.

Vote: 9/0.

Councilor Weston moved to accept the Minutes as amended; seconded by Councilor Hooper.

Vote: 9/0.

11. MAYOR'S REPORT

Mayor Myers said he attended the Municipal Advisory Committee meeting, where they adopted their Legislative Policy position. He said there will be a workshop on August 4th. He said the 4th of July celebration was a great day with a full day of events. He attended the Local Government Center Board retreat, where they reviewed the vision, mission statement, and objectives. He met with author Larry Keenan, where he received a book entitled "Big Jim, Mayor of Dover, a Small City North of Boston." He said a few months ago he was asked to pen the epilogue for the book. He said Mr. Keenan also donated a copy of the book to the Dover Public Library.

Deputy Mayor Trefethen moved to accept the Mayor's Report; seconded by Councilor Hooper.

Vote: 9/0.



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12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

1. CHAPTER 3: ADMINISTRATIVE CODE

SPONSORED BY MAYOR MYERS BY REQUEST

Deputy Mayor Trefethen moved for its adoption; seconded by Councilor Nedelka. Councilor Hooper said she supported using local businesses, and asked if the City was protected from locking into working with the low bid.

City Manager Joyal explained the Article 3-25 provision. He said the proposed revision takes out the specific language about picking the local company in the case of a tie, but the language throughout the Ordinance relates to accepting the bid most advantageous to the City. He said this allows the Purchasing Agent to pick the bid that is most advantageous to the City and not necessarily the lowest bid. He referred the Council to a handout which was his recommended amendment to the Ordinance.

Deputy Mayor Trefethen moved to amend the Ordinance; seconded by Councilor Weston.

Vote: 9/0.

Councilor Cheney referred to Legislative Authority, Page 3-2, and started a discussion that the Administrative Code is the Council's responsibility, and felt there should have been a Councilor working on the changes in the Administrative Code. She said this Ordinance was a very big change.

City Manager Joyal said it was set up a long time ago that the City Manager sets up the administrative structure and goes to the Council for approval. He said any amendments have to be recommended by the City Manager and approved by the Council. He said this Ordinance is just trying to update the structure and to use consistent language. He said there was no transference of power or creating of new departments, but that duties have changed over time.

Mayor Myers said it was a working document and that it was perfectly acceptable for the Council to change it.

Councilor Cheney said this was a complete rewrite and the Council has not had a workshop to discuss it. She said she would not support this Ordinance.

Mayor Myers asked for a roll call vote on the Chapter 3 Ordinance as amended.

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

2. CHAPTER 5: BOARDS, COMMISSIONS, AND COMMITTEES

SPONSORED BY MAYOR MYERS BY REQUEST

Deputy Mayor Trefethen moved for its adoption; seconded by Councilor Garrison. Deputy Mayor Trefethen moved to amend the Ordinance to change the sponsor to Mayor Myers by request; seconded by Councilor Weston.

Vote: 9/0.

Deputy Mayor Trefethen moved to amend the Ordinance deleting the Building Code Board of Appeals, Section 5-12, renumbering subsequent sections, and adding



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language in Section 5-10 to expand the authority of the Zoning Board of Adjustments to include hearing appeals regarding the Building Code. He said the amendment to Section 5-10 would add the sentence to Part C): "The members shall also perform the duties of Building Code Board of Appeals, pursuant to RSA 674:34." This amendment was seconded by Councilor Cruikshank.

Vote: 9/0.

Councilor Nedelka referred to Item 5-1.J., and said he would like to amend it by adding "this provision applies prospectively."; seconded by Deputy Mayor Trefethen.

Vote: 9/0.

Councilor Weston referred to 5-15., and said she wanted to meet with the Transportation Advisory Commission before the Council voted on this Ordinance. She made a motion to table this Ordinance; seconded by Councilor Cheney.

Vote: 2/7; Failed. Councilors Cheney and Weston voted in favor.

Mayor Myers asked for a roll call vote on the Chapter 5 Ordinance as amended.

Roll Call Vote: 7/2; Passed. Councilors Cheney and Weston were opposed.

3. CHAPTER 152: STREETS AND SIDEWALKS

SPONSORED BY MAYOR MYERS BY REQUEST

Deputy Mayor Trefethen moved for its adoption; seconded by Councilor Garrison.

Mayor Myers said these were minor changes.

Councilor Garrison referred to Section 152-28.C., and asked if there were any limits.

City Attorney Krans said there were no limits.

Councilor Cheney said she didn't agree with some of the content in the Ordinance. She didn't like changing the wheelchair allowance from 60" to 40".

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

B. ORDINANCES IN THE 3rd READING – None

C. RESOLUTIONS

1. REPROGRAMMING OF UNEXPENDED BOND PROCEEDS AND APPROPRIATIONS FOR CERTAIN CAPITAL IMPROVEMENT PROJECTS (REQUIRES A 2/3 MAJORITY VOTE)

SPONSORED BY COUNCILOR WESTON AND COUNCILOR GARRISON

Councilor Weston moved for its adoption; seconded by Councilor Garrison.

Councilor Weston discussed that the purpose of this Resolution was to reprogram the \$189,970 of unexpended bond proceeds. She said this Resolution asks to appropriate the funds to two areas: \$27,946 to Streets and Sidewalk Maintenance and \$150,000 to fix the retaining wall at Henry Law Park.

Mayor Myers said the Council did this in accordance within the New Hampshire Municipal Finance Act, RSA 33; and the City Charter provision C6-6 and C6-14. He said they had a Public Hearing that was advertised. He said this Resolution requires a 2/3 majority vote.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, July 14, 2010**
Meeting Time: **7:00pm**

Roll Call Vote: 9/0.

13. NEW BUSINESS

A. CONSENT CALENDAR

1. **BLOCK PARTY – American Legion Auxiliary**
2. **ROAD TOLL – American Legion Auxiliary**
3. **BLOCK PARTY – Florence Street Block Party**
4. **TAG – Dover Little Green Football, Inc.**
5. **TAG – Seacoast Titans Football & Cheer League**

6. **RESOLUTION: MISCELLANEOUS HARDWARE SUPPLIES**
SPONSORED BY MAYOR MYERS BY REQUEST

7. **RESOLUTION: B09054 PURCHASE OF UNLEADED AND DIESEL FUEL**
SPONSORED BY MAYOR MYERS BY REQUEST

8. **RESOLUTION: B09052 WASTEWATER TREATMENT PLANT SLUDGE DEWATERING UPGRADE DESIGN SERVICES**
SPONSORED BY MAYOR MYERS BY REQUEST

9. **RESOLUTION: B10089 HOT BITUMINOUS PAVING (ASPHALT)**
SPONSORED BY MAYOR MYERS BY REQUEST

10. **RESOLUTION: B10090 SIDEWALK IMPROVEMENTS**
SPONSORED BY MAYOR MYERS BY REQUEST

11. **RESOLUTION: B10091 BRIDGES OVER COCHECO RIVER**
SPONSORED BY MAYOR MYERS BY REQUEST

COMMITTEE REPORTS

- | | |
|---|--|
| 1. School Board Liaison | 7. Solid Waste Advisory Commission |
| 2. Planning Board | 8. Transportation Advisory Commission |
| 3. Appointments Committee | 9. Joint Building Committee – Horne Street |
| 4. Recreation Advisory Committee | 10. Joint Building Committee – Media Access |
| 5. McConnell Center Advisory Committee | 11. Joint Building Committee – Woodman Park |
| 6. Arts Commission | 12. Legislative Liaison |

Deputy Mayor Trefethen moved for the adoption and approval of the Consent Calendar; seconded by Councilor Weston.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting
 Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
 Meeting Date: **Wednesday, July 14, 2010**
 Meeting Time: **7:00pm**

Mayor Myers asked the Council if they had any items they would like pulled for further discussion.

Councilor Hooper asked to pull the School Board Liaison Report.

Deputy Mayor Trefethen asked to pull the Appointments Committee Report.

Councilor Cheney asked to pull the Joint Building Committee Report for Woodman Park School.

Mayor Myers asked for a Roll Call Vote on the remaining items on the Consent Calendar.

Roll Call Vote: 9/0.

Councilor Hooper discussed her School Board Liaison report with the Council.

Vote: 9/0.

Deputy Mayor Trefethen said the Appointments Committee has the following recommendations for approval by the Council:

Dover Pool Advisory Committee

Dawn Haines	1 year term
Peter Marcos	1 year term
Suzanne Peterson	2 year term
Douglas Dodd	2 year term
Phillip Reed	3 year term
Tim Paiva	3 year term
Richard Arnold	3 year term
Ann Fredette, Alternate	1 year term
Suzanne Medbery, Alternate	1 year term

Dover Planning Board

Jake Forget, Alternate Member

Dover Arena Commission

Marc Saunders, Alternate Member

Dover Conservation Commission

William Hunt

Deborah Calabro

Deputy Mayor Trefethen moved to accept the appointments; seconded by Councilor Weston.

Vote: 9/0.

Councilor Cheney moved to accept the Joint Building Committee Report for the Woodman Park School; seconded by Councilor Nedelka.

Councilor Cheney read her report into the record. (The report will be archived with the Minutes.)

Mayor Myers referred to Paragraph 2 and corrected the spelling of M. Geuther's name. He asked to make a friendly amendment to add Councilor Weston and identify the date she was appointed.

Councilor Cheney made a motion to add Councilor Weston and insert the date she was appointed; seconded by Councilor Cruikshank.

Vote: 9/0.

Councilor Cruikshank moved to accept the amended report; seconded by Councilor Nedelka.

Vote: 9/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, July 14, 2010**
Meeting Time: **7:00pm**

B. RESOLUTIONS

1. DOVER UTILITIES COMMISSION RULES AND REGULATIONS SPONSORED BY MAYOR MYERS BY REQUEST

Deputy Mayor Trefethen moved for its adoption; seconded by Councilor Weston.
Roll Call Vote: 8/1; Passed. Councilor Cheney was opposed.

2. 2010 CITY MANAGER EVALUATION SPONSORED BY MAYOR MYERS

Mayor Myers moved for its adoption; seconded by Deputy Mayor Trefethen.
Roll Call Vote: 9/0.

3. 2010 CITY MANAGER CONTRACT AMENDMENT SPONSORED BY MAYOR MYERS

Mayor Myers moved for its adoption; seconded by Councilor Weston.
Mayor Myers explained that the City Manager took a pay cut last year, and a pay freeze this year. He said the City Manager's raise is based on the Boston CPIU, and said the Council added a provision to the City Manager's contract which states that starting July 1st, 2011 the Council will add an additional 1% to the City Manager's raise, and will continue to do that until the City Manager's salary reaches the median of other city managers in communities of comparable size to Dover. He referred to the handout that showed that the City Manager makes \$116,000+, and that the median is just short of \$126,000. He said the second change in the contract is that the City's contribution to his 457 Deferred Compensation will increase from his current level of 6% by 1% per year until it's capped out at 10%. He said the third change in the contract indicates that he would be grandfathered in to receive health benefits now at 17 years of service instead of waiting until 20 years of service.

Councilor Nedelka moved to amend the Resolution to attach the salary worksheet that showed other municipalities; seconded by Councilor Weston.

Vote: 9/0.

Councilor Cheney discussed the changes and said she felt it was too much.

Councilor Hooper said she felt 1% was a small amount.

Councilor Nedelka said the worksheet shows City Manager Joyal as #9 out of 10 comparable communities and the recommended changes which will happen over time will make him #5 on the list.

Councilor Cheney said the Council was adding benefits that cannot be removed.

Mayor Myers said any three year contract that the Council signs now will bind a future Council. He said he was pleased with the City Manager and that this Resolution has his support.

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



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, July 14, 2010**
Meeting Time: **7:00pm**

4. MERIT PLAN AMENDMENT PURSUANT TO CITY CHARTER C7-2 SPONSORED BY MAYOR MYERS BY REQUEST

Deputy Mayor Trefethen moved for its adoption; seconded by Councilor Garrison. City Manager Joyal went over the amendments to the Merit Plan with the Council. Councilor Cheney said she didn't like the title change for the City Attorney to General Legal Counsel. She said this would be giving the City Manager more power. Roll Call Vote: 8/1; Passed. Councilor Cheney was opposed.

5. FINAL ACCEPTANCE WOODMAN PARK ELEMENTARY SCHOOL ADDITION AND RENOVATIONS SPONSORED BY COUNCILOR CHENEY AND COUNCILOR WESTON

Councilor Cheney moved for its adoption; seconded by Councilor Weston. Councilor Weston moved to amend the Resolution to show sponsors as Councilor Cheney and Councilor Weston; seconded by Councilor Cheney. Vote: 9/0.

Councilor Weston moved to add the same background information as on the Joint Building Committee Report for the Woodman Park School: add Councilor Weston as a member and the date she was appointed. This amendment was seconded by Councilor Nedelka. Roll Call Vote: 9/0.

6. NAMING OF NEW BRIDGE SPANNING COCHECHO RIVER (TO BE REFERRED TO A PUBLIC HEARING TO BE HELD ON JULY 28, 2010) SPONSORED BY MAYOR MYERS

Deputy Mayor Trefethen moved to refer this Resolution to a Public Hearing to be held on July 28, 2010; seconded by Councilor Cruikshank. Vote: 9/0.

C. ORDINANCES IN 1ST READING

1. AUTHORIZING NEW SIDEWALK CONSTRUCTION (TO BE REFERRED TO A PUBLIC HEARING TO BE HELD ON JULY 28, 2010) SPONSORED BY MAYOR MYERS BY REQUEST

Deputy Mayor Trefethen moved to refer this Resolution to a Public Hearing to be held on July 28, 2010; seconded by Councilor Nedelka. Vote: 9/0.

14. COUNCIL CORRESPONDENCE – None



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Regular Meeting
Meeting Location: Council Chambers - 288 Central Avenue, Dover, NH 03820
Meeting Date: **Wednesday, July 14, 2010**
Meeting Time: **7:00pm**

15. COUNCIL MATTERS OF INTEREST

Mayor Myers spoke the about appointment of Council liaisons to the Stormwater Commission and the Dover Pool Advisory Committee. He referred to the Stormwater Commission and recommended Councilor Nedelka as Chairperson and Councilor Hooper as Vice Chairperson; Jay Stevens would be the Dover Utilities Commission representative, Gary Green would be the Planning Board representative, and the five citizen representatives would be Chet Kageliery, Dennis Ciotti, Chris Nash, Ray Bardwell, and Dana Lynch.

Deputy Mayor Trefethen moved for their approval; seconded by Councilor Weston.

Vote: 9/0.

Mayor Myers said two Councilors, Cheney and Garrison, have expressed an interest in being on the Pool Advisory Committee.

Councilor Garrison said this issue was brought to his attention by Dawn Haines; he has researched this issue, and he is motivated to support the value of these pools to the community. Councilor Cheney said she saw the value of the pools before she was Councilor. She said she has been a strong advocate for the pools.

Mayor Myers asked for a vote for Councilor Cheney.

Votes for Councilor Cheney: 2; Councilors Cheney and Weston

Mayor Myers asked for a vote for Councilor Garrison.

Votes for Councilor Garrison: 7; Mayor Myers, Deputy Mayor Trefethen, Councilors Carrier, Cruikshank, Garrison, Hooper, Nedelka.

Councilor Garrison spoke about the large amount of paper being used to produce the Agenda packets. He asked to eliminate the City Manager statistics from his report in hard copy, but to keep it available on the website.

Council discussed saving paper and the use of the website.

Mayor Myers said he still wanted it prepared, but he was comfortable with the website.

Councilor Cheney asked for them to be available at the City Clerk's Office.

Mayor Myers said it seemed to be the consensus of the Council to eliminate the statistics and spreadsheets.

Councilor Weston asked for another vote on changing the Agenda packet from double-sided to single-sided copies. She said it is very confusing, and gets more confusing with substitutions, to keep it in order. She said she also has heard comments from people watching at home that they are having trouble hearing the Councilors because of the page turning.

Councilor Cheney said she agreed with Councilor Weston.

Mayor Myers asked for a vote.

Vote: 5/4; Passed. Deputy Mayor Trefethen, Councilors Carrier, Cheney, Hooper, and Weston.

Mayor Myers said the packets will be single-sided again.

16. ADJOURNMENT

Deputy Mayor Trefethen moved to adjourn; seconded by Councilor Weston.

Vote: 9/0.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2010.07.14 – 97**

Resolution Re: Naming of New Bridge Spanning Cochecho River

WHEREAS: Tommy and Mary Makem, long-time residents of Dover, settled in Dover after emigrating from Northern Ireland to live and raise a family in America; and

WHEREAS: Tommy and Mary Makem contributed to the rich cultural diversity and history of Dover with Mary's contributions as a volunteer at St. Mary's school and church and Tommy's songs of family, perseverance, strength and hope for the future; and

WHEREAS: It is fitting to name the new bridge spanning the Cochecho River representing hope for Dover's future after citizens who loved Dover;

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

The Dover City Council hereby dedicates the new bridge spanning the Cochecho River from Washington Street to River Street to the lives of Tommy and Mary Makem and declares that from this day forward, the name of the bridge shall be, "The Tommy and Mary Makem Memorial Bridge".

NOTE: Public Hearing is required.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2010.07.14 – 97**
Resolution Re: Naming of New Bridge Spanning Cochecho River

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2010.07.14 – 97**

Resolution Re: Naming of New Bridge Spanning Cochecho River

RESOLUTION BACKGROUND MATERIAL:

The Makem Memorial Bridge will connect lower Washington Street with River Street spanning the Cochecho River. The bridge provides an alternative route for traveling from the central core of the city to the south side of Dover and beyond.

(The following was written by Conor Makem about his parents)

Tommy and Mary Makem moved to Dover in 1972 from Ireland. They each brought with them a commitment to community and family that was evident to anyone who met them. As a prosperous mill town, Dover had attracted many of Tommy's family members in the earlier part of the 1900s, many of whom had worked in the mills back in Ireland. With scores of relatives, the Garrison City was an obvious choice when Tommy and Mary were deciding where to settle. They also knew that life would be easier for their children, Katie, Shane, Conor and Rory in America.

By the time their children began school at St. Mary Academy, Mary began to volunteer as a chaperone, PTA and even as athletic director one year. She took the director post because no one else had offered and without a director, there would have been no sports teams at the school at all.

The late 1970s saw the beginning of the George Grenier Memorial Concert, held at the Dover High School auditorium in honor of a Dover firefighter who had lost his life while on duty. Organized by Mary and Tommy, the annual concerts starred Tommy, who was an Irish folksinger, and his musical partner, Liam Clancy, along with other musical greats the Shaw Brothers, Schooner Fare and Eugene Byrne and company. The concerts helped begin a longtime commitment to the firefighters by the Tommy and Mary.

Mary also was one of the driving forces in the fight to keep Dover's emergency services from becoming privatized; ensuring local men and women would run rescue operations. Tommy continued volunteering locally on New Hampshire Public Television.

When Tommy's Uncle Barney suffered a stroke, Mary took it upon herself to take care of him. She took a CNA course so she could better care for him. During the course, she discovered that one of the girls in the class had to walk several miles to and from, so she appointed herself the ride for the young woman. It was what she considered the right thing to do.

When the kids entered St. Thomas Aquinas High School, Mary offered her time and energy there as well. She became a staple at bingo nights, splitting her time with St. Mary Academy until the boys had graduated eighth grade. She then continued volunteering at bingo for years after they had all graduated high school.

Eventually Mary helped to establish the Blanch Hardman Memorial Scholarship at St. Mary Academy and both Tommy and Mary became advocates for Dover's mounted patrol. They



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2010.07.14 – 97**

Resolution Re: Naming of New Bridge Spanning Cochecho River

saw the officers and their horses as a direct link between the police force and the children of the area.

Son Conor recalled talking to former police Chief William Fenniman about his parents. According to Conor, Fenniman said that due to budgetary cuts one year, the mounted patrol was in danger of being cut, but Mary entered his office, dropped down a check and said, "those horses are staying." The horses were spared for the year and were able to continue their service after that.

One year, Scottish folksinger Francis McPeake described his first interaction with Tommy. He was a child and had attended a Clancy Brothers and Tommy Makem concert. Upon meeting Tommy afterward, the young boy told Tommy that he loved the Aran sweater he was wearing.

"Tommy," McPeake recalled, "took his sweater off and gave it to me, and at that point I knew I was going to be a folk singer." McPeake still has the sweater.
Two Christmas stories particularly exemplify Mary:

The first involved a family of Laotians who had moved to Dover in the 1980s and were experiencing their first Christmas in America. Mary spent days shopping, and then on Christmas Eve, had the presents placed under their Christmas tree, supplying Christmas dinner as well.

The second tale occurred in the 1990s when Katie's daughter, Molly, was at St. Mary Academy. Sr. Monica, the principal, told Mary of one of the school's students, whose family from Rochester was going through a rough patch. The father had left and the mother was having a hard time making ends meet with three daughters. Sr. Monica feared that they wouldn't be able to enjoy their Christmas. So once again, Mary supplied the Christmas. Cousin Tommy Hardiman dressed up as Santa and a vanload of toys, games and a bicycle were carried down to the family's basement apartment. Mary bought presents for the mother as well, but stayed outside as everything was being delivered. Family friend Kevin O'Shea, who helped with the delivery, recalled bringing bag after bag of gifts into the apartment as the mother cried and the daughters stood in amazement. O'Shea said that Mary's anonymous gift had taught him about the "nature and quality of a gift given freely." In 2005, Tommy felt that a unique recognition was due St. Mary Church during their 175th anniversary, especially as it was built in great part by the Irish who had emigrated to Dover in the early 1800s. So, he wrote "A Mass for the Emigrants", as music for the celebration. The St. Thomas Choir performed the music and Tommy invited Archbishop of Armagh, Primate of all Ireland Sean Brady over for the Eucharistic Celebration. The Archbishop accepted and, now a Cardinal, has been a friend of St. Mary Church ever since.

Throughout his career as an internationally known folk singer, Tommy always answered requests from fans asking for photos and autographs, often from people whose relatives were sick - and a photo was just the thing for cheering them up.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2010.07.14 – 97**

Resolution Re: Naming of New Bridge Spanning Cochecho River

The Makem family recalled that over the three days of the waking of their father, what stuck in their minds the most was that there were few discussions about Tommy's music. The hundreds of people who attended talked about what a kind and generous man he was, or how he had touched someone's life.

Mary passed away in 2001, having succumbed to lung cancer, and Tommy six years later, also of lung cancer.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2010.07.14 - 98**

Resolution Re: Authorizing New Sidewalk Construction

WHEREAS: New sidewalks are needed in conjunction with the reconstruction of Henry Law Avenue, and Paul/Wallingford Streets to promote safe pedestrian travel for the citizens of Dover;

WHEREAS: Sidewalk improvements are needed during other roadway improvement projects;

WHEREAS: New sidewalks are needed for students walking to the Woodman Park elementary school as part of the Safe Routes to School grant program;

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

The City Council declares a need for new sidewalks and authorizes the City Manager to construct new sidewalks for various portions of streets in the Henry Law Avenue area, new sidewalks for general street improvement projects, and various portions of streets in the Woodman Park Elementary School area of the City as detailed in the Background of this resolution.

NOTE: THIS RESOLUTION NEEDS TO BE REFERRED TO A PUBLIC HEARING

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2010.07.14 - 98**

Resolution Re: Authorizing New Sidewalk Construction

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2010.07.14 - 98**

Resolution Re: Authorizing New Sidewalk Construction

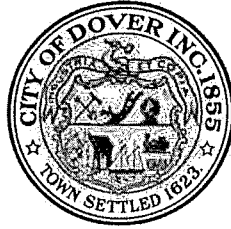
RESOLUTION BACKGROUND MATERIAL:

There are two separate sidewalk projects about to begin. The first includes the following areas:

North side of Henry Law Ave, starting in front of house #154, and continuing to #178;
East side of Paul Street, from 108 Henry Law Ave to 1 Wallingford St;
South side of Wallingford St, from 1 Wallingford to the back side of 128 Henry Law Ave;
West side of Wallingford St, along 128 Henry Law Ave;
North side of Union St, in front of #32;
West side of Grove St, from #10 to #16-18;
South side of Third St, in front of #86 and #84.

The other sidewalk project is the Safe Routes to School Program around Woodman Park School, and includes the following areas:

West side of Rutland St, from 114 Silver St to 15 Rutland St, AND in front of #39 and #41 Rutland;
North side of Clifford St in its entirety, from 10 Towle Ave to 21 Rutland St;
West side of Woodman Park Drive in its entirety;
South side of Parker St in its entirety, from 4 Parker St to 39 Rutland St.



RECEIVED
DOVER CITY CLERK
DOVER, NH

2010 JUL -9 A 8:55

APPLICATION CITY OF DOVER, NEW HAMPSHIRE

RAFFLE*.....TAG*.....PARADE**.....BLOCK PARTY**.....ROAD TOLL***.....

Fill In Completely and Return To City Clerk NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: Greater Dover Chamber of Commerce

Federal Tax ID number for Organization: 02-0127246

Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political

Contact Person: Kirt Schuman Day Time Telephone: 603/742-2218

Address: 550 Central Ave Email Address Kirt@davernh.org

Purpose of Permit: Apple Harvest Day Road Closures

Date of Event: 10/2/2010 Specific Time: 8:00 AM to 4:00 PM

Location of Event: Central Ave from Cape on Coroner to TD Bank central to William
Henry Low Ave

(Raffle Permit only)

Prize (s) To Be Awarded: _____

Amount of Donation: _____ Date of Drawing: _____ Specific Time: _____

Place of Drawing: _____

*** NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS: Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The police department may contact you to obtain additional information. Please provide a way for us to contact you during the day so the request can expedited. Information on these requirements may be found at http://doj.nh.gov/publications/charitable_forms.html.**

**** NOTE: ALL REQUESTS FOR PARADE PERMITS AND BLOCK PARTIES MUST HAVE PARADE ROUTE APPROVED BY THE POLICE DEPT. BEFORE GOING ON THE COUNCIL AGENDA**

*****NOTE: SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT**

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT.
I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A , RSA 31:91 and/or RSA 286 and I agree to abide by same.

Signature: [Signature] Date: 7/10/2010

Licensing Board approval [Signature] Date: 7/12/10
Revised 03/17/08



Greater Dover Chamber of Commerce & Visitor Center



July 10, 2010

Dover City Council
C/o City Clerks Office
288 Central Avenue
Dover, NH 03820

Dover City Council:

I am writing on behalf of the greater Dover Chamber of Commerce 2010 Apple Harvest Day Committee to request the city's permission for use of the following properties.

This year's event will be held on Saturday, October 2, 2010. As in past years, we would like permission to use Henry Law Park and to close off a portion of Central Avenue from **Third Street** to **Washington Street** and Henry Law Ave from **Central to Williams** for the purpose of craft booths and activities. The advertised hours for the event are between 9 AM and 4 PM, however, we will need the road blocked from 6AM to 6PM on Saturday October 2nd.

We've been in contact with the Dover Police Department with regards to this request.

Central Avenue will feature approximately 200 craft booths, food vendors and various acts of entertainment throughout the day. There will also be performances in the Cochecho Falls Courtyard, Rotary Arts Pavilion, as well as Henry Law Park.

Please also find our permit for the Apple Harvest Day Raffle attached.

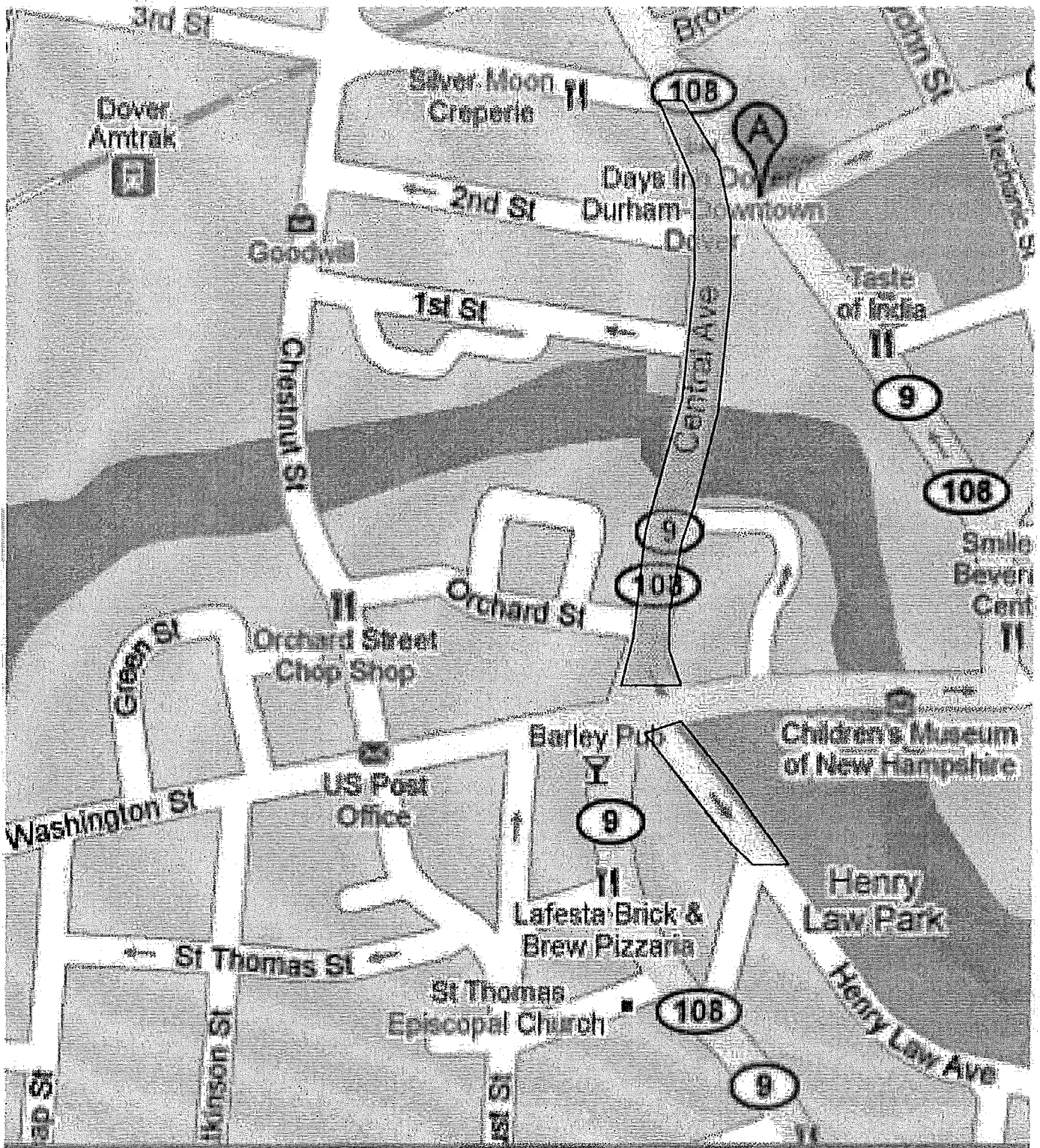
Please contact me at 742-2218 if you require any additional information about the event.

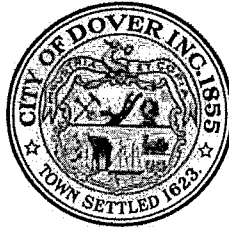
Sincerely,

2010 Apple Harvest Day Underwriter



FEDERAL SAVINGS
BANK





APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

RAFFLE*.....TAG*.....PARADE**..... BLOCK PARTY**..... ROAD TOLL***.....

Fill In Completely and Return To City Clerk NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: Greater Dover Chamber of Commerce

Federal Tax ID number for Organization: 02-0127246

Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political

Contact Person: Kirt Schuman Day Time Telephone: 603/742-2218

Address: 550 Central Ave Email Address kirt@dovernh.org

Purpose of Permit: Apple Harvest Day Raffle

Date of Event: 10/2/2010 Specific Time: All Day

Location of Event: Central Ave

(Raffle Permit only) Prize (s) To Be Awarded: Various Prizes

Amount of Donation: Various Date of Drawing: 10/2/2010 Specific Time: Whole Day

Place of Drawing: Central Ave

* NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS: Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The police department may contact you to obtain additional information. Please provide a way for us to contact you during the day so the request can expedited. Information on these requirements may be found at http://doj.nh.gov/publications/charitable_forms.html

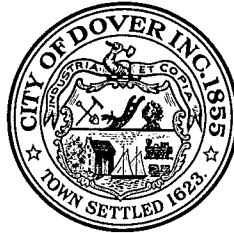
** NOTE: ALL REQUESTS FOR PARADE PERMITS AND BLOCK PARTIES MUST HAVE PARADE ROUTE APPROVED BY THE POLICE DEPT. BEFORE GOING ON THE COUNCIL AGENDA

***NOTE: SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by same.

Signature: [Signature] Date: 7/10/2010

Licensing Board approval [Signature] Date: 7/12/10 Revised 03/17/08



RECEIVED
DOVER CITY CLERK
DOVER, NH

2010 JUL 12 A 11: 26

APPLICATION CITY OF DOVER, NEW HAMPSHIRE

RAFFLE*TAG*PARADE** BLOCK PARTY**.../..... ROAD TOLL***.....

Fill In Completely and Return To City Clerk NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: Block Party Fisher, Elm, Hamilton street neighborhood

Federal Tax ID number for Organization: _____

Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political

Contact Person: Dawn Haines Day Time Telephone: 603 312 0365

Address: 17 Elm St Email Address DHaines@unh.edu

Purpose of Permit: one evening - Aug 4th Block party to close
Hamilton st between Belknap + Elm

Date of Event: Aug 4 Specific Time: 5:30 - 10

Location of Event: Hamilton St between Belknap + Elm

(Raffle Permit only)

Prize (s) To Be Awarded: _____

Amount of Donation: _____ Date of Drawing: _____ Specific Time: _____

Place of Drawing: _____

* NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS: Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The police department may contact you to obtain additional information. Please provide a way for us to contact you during the day so the request can expedited Information on these requirements may be found at http://doj.nh.gov/publications/charitable_forms.html.

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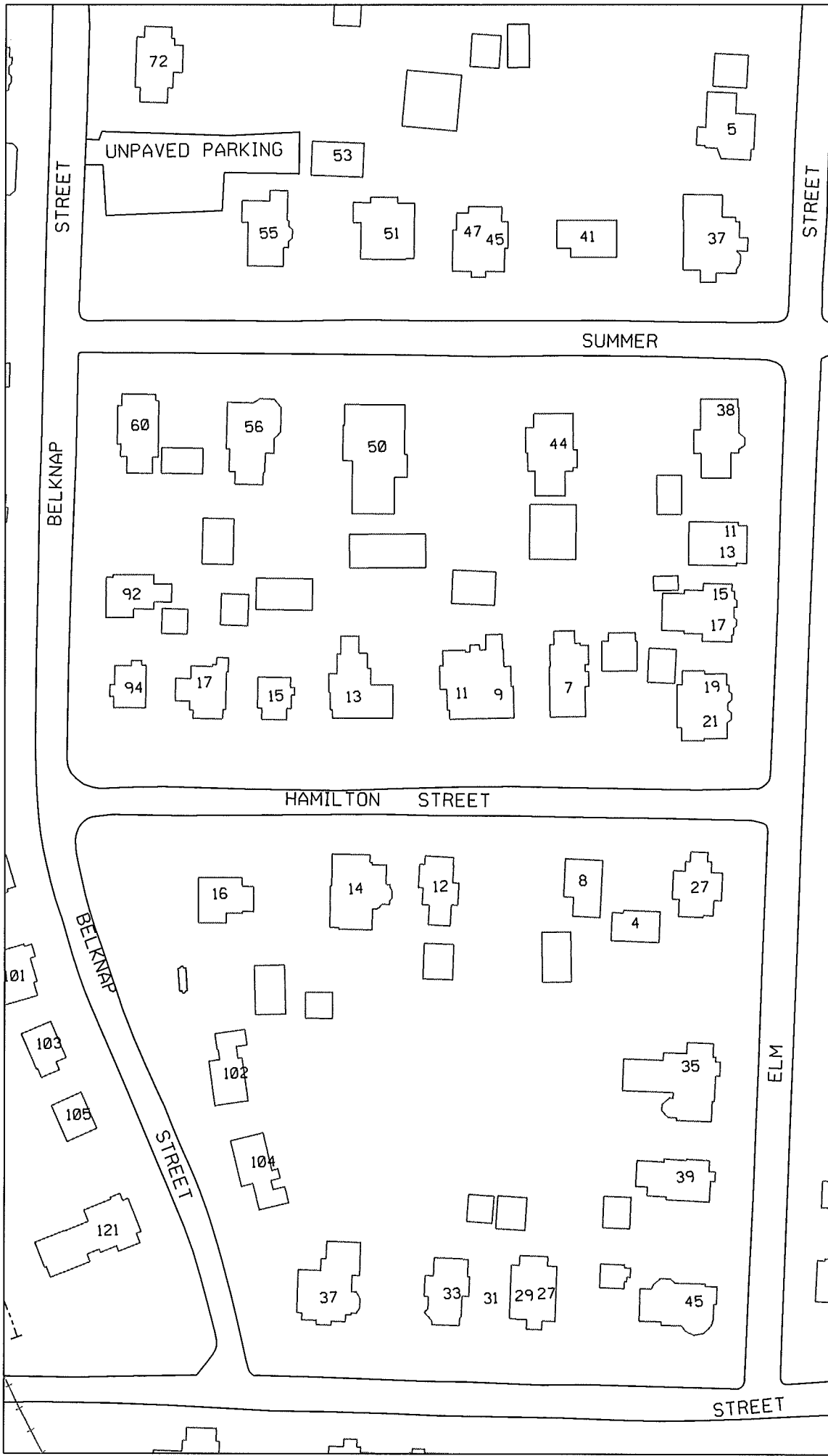
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I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A , RSA 31:91 and/or RSA 286 and I agree to abide by same.

Signature: Dawn Haines Date: 7/12/10

Licensing Board approval (AFC) Date: 7/15/10
Revised 03/17/08

PAW Reviewed with Applicant by Traffic Bureau of PD -



OK PD
Let -
Sent back
7/13 for
Signature
okw
DC



RECEIVED
DOVER CITY CLERK
DOVER, NH

APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

2010 JUL 12 P 1:11
forwarded to me 7/20
(signature missing)

RAFFLE* TAG*.....PARADE**..... BLOCK PARTY**..... ROAD TOLL***.....

Fill In Completely and Return To City Clerk NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: Temple Israel of Dover
Federal Tax ID number for Organization: 22-2568234
Nature of Organization: Religious, Educational, Charitable, Civic, Sports, Veterans, Fraternal or Political
Contact Person: Tammy Fascetta Day Time Telephone: 742-3976
Address: 515 Sixth Street Dover Email Address: Templeoffice@DoverTemple.org
Purpose of Permit: Apple Harvest Day 2010
Date of Event: Oct 2, 2010 Specific Time: 6:30am - 5:00pm
Location of Event: Apple Harvest Day - Dover NH (Booth)

(Raffle Permit only)
Prize (s) To Be Awarded: 8ft Kayak
Amount of Donation: \$1.00/ticket Date of Drawing: 10/2/10 Specific Time: 3:30 pm
\$5.00/6 tickets
Place of Drawing: Apple Harvest Day Booth

* NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS: Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application. The police department may contact you to obtain additional information. Please provide a way for us to contact you during the day so the request can expedited Information on these requirements may be found at http://doj.nh.gov/publications/charitable_forms.html.

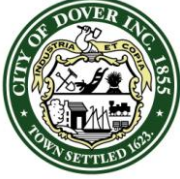
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***NOTE: SOLICITING DONATIONS IS PROHIBITED FROM THE ROADWAY WITHOUT SPECIAL PERMISSION FROM THE POLICE DEPARTMENT

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT.
I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by same.

Signature: Robbi Lawrence P. Ford Date: 7/19/2010

Licensing Board approval: [Signature] Date: 7/21/10
Revised 03/17/08



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R - 2010.07.28 - 99**

Resolution Re: **B09064 Pay & Display Parking Meters**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R - 2010.07.28 - 99**

Resolution Re: **B09064 Pay & Display Parking Meters**

RESOLUTION BACKGROUND MATERIAL:

The multi-space meter selection committee solicited Sealed Request for Proposals B09064 for pay and display meters and responses were received on April 13, 2009.

The committee reviewed and recommended Parkeon. A resolution was sent to council on 7/22/2009 and approval to purchase 9 of the meters from Parkeon was given with the option to purchase an additional 32-38 meters at the rates provided 4/13/2009 contingent upon council approval at a later date.

The city is now requesting approval to purchase the up to 41 additional pay and display meters at the same rate \$7,296.00 each pay display meter along with 6 additional spare coin vaults at \$350.00 each.

The Parking Commission has recommended that the City move forward with the next phase of the downtown multi-space parking meter program. The Parking Commission reviewed a number of options for meter locations and has made recommendations for adjustments in permit rates, meter rates, and other parking management practices to increase efficiencies. Prior to full installation, the Parking Commission will host an informational session with downtown merchants and other stakeholders to outline what will happen in this phase of the program. At its April 16, 2010 meeting, the Parking Commission made a recommendation for installation of up to 41 additional meters as part of this phase. The approximate meter locations are shown on the attached schematic.

Purchasing Information:

Type:	Purchase orders	Advertised:	Yes
Invitations Mailed:	9	Number of Responses:	4 and 1 no bid
Warranty:	Yes	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Two years	Estimated Delivery:	
Recommended Award to:	Parkeon	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R - 2010.07.28 - 99**

Resolution Re: **B09064 Pay & Display Parking Meters**

Vendor Solicitation List:

Pierre Veillette
MacKay Meters Inc
1342 Abercrombie Rd
PO Box 338
New Glasgow NS Canada B2H

Municipal Supply Sales Co.
1000 E. Ind Pk Dr Unit 5
Manchester, NH 03109

Parkeon
Dan Kupferman
40 Twosome Dr Unit 7
Moorestown NJ 08057

Chad P. Randall
Chief Operating Officer
IPS Group Inc
12526 High Bluff Dr. Ste 165
San Diego CA 92130

Ron Given
Duncan Solutions Inc
462 Highland Ct
Severna Park MD 21146

Digital Payment Technologies
Curtis Bateson
4105 Grandview Hwy
Burnaby, BC Canada V5C 6B4

Mark Rago
Caracal Enterprises LLC
DBA Ven Tek International
424 Payran St. Ste D
Petaluma CA 94952

Elain's Parking
2 Lawrence Street
Lawrence, MA 01840

Ryan Bonardi
Cale Parking Systems USA Inc
130 South Castle St
Baltimore MD 21231



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R - 2010.07.28 - 99**
 Resolution Re: **B09064 Pay & Display Parking Meters**

Results B09064

Units	Pay and Display Parking Meters	Fees \$	PARKEON B09064
	accepting coins and credit cards		List applicable notes here. List items covered in the price in fees column.
9	meters	57,600.00	Rate software, Solar Powered, Coin, Credit and Debit Card Acceptance with wireless communication ready \$6400
9	shipping	2,700.00	\$300 each
9	installation	1,200.00	includes staging and assembling in local warehouse, physical installation, deployment and commissioning
9	coin vaults	-	One coin vault comes with meter addition is \$350. each
9	receipt paper	360.00	price for one roll is \$40 per roll there are 6500 standard size tickets per roll
	<u>fixed one time set up</u>		
1	training & documentation	3,000.00	This covers training for pay station and parkfolio financial & supervisory modules. See not below regarding rate and message download and training
1	configuration-project management	3,800.00	of back office software
1	credit card set up fees	1,500.00	One time fee
	toll free 24/7 Help Desk	incl	Live phone and email support from 8am to 8pm est mon-fri. Keep in mind that some vendors 24-7 help desk are actually after hrs answering services
	total cost	70,160.00	
9	Cost per meter-installed	7,795.56	
	<u>Other Fees</u>		
	Web Office	\$45.00/Meter/Month	This covers all wireless fees licensing fees and daily credit card revenue transfers to Dover's bank of choice. Alarm forwarding to cell phones etc.
	Ground Prep if you offer this	\$150/meter	
	purchase of additional 32-38 installed	\$7296/ meter	includes hardware, one paper roll per meter, shipping, installation, configuration-project management
	extended warranty 2nd yr	\$450/ meter	applies to hardware only, see section M for explanation of hardware warranty
	rates & message download training	\$5,600	this is a 5 day intensive program with follow up support
	hrly labor rate	\$120/hr	for pay station service calls



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.5.

Resolution Number: **R - 2010.07.28 - 99**
 Resolution Re: **B09064 Pay & Display Parking Meters**

Units	Pay and Display Parking Meters	Fees \$	CALE PARKING B09064
	accepting coins and credit cards		List applicable notes here. List items covered in the price in fees column. Rate software, Solar Powered, Coin, Credit and Debit Card Acceptance with wireless communication ready \$7350 base
9	meters	66,150.00	
9	shipping	2,475.00	This is a budgetary figure
9	installation	incl	From the prepared ground service, provide the hardware/"know how"
9	coin vaults	incl	2 vaults per meter
9	receipt paper	315.00	Per Roll \$35.00 no matter of standard or custom paper. S&H not included
	<u>fixed one time set up</u>		
1	training & documentation	1,725.00	Includes up to 17 hrs which is plenty. the remaining 23 hrs mandated by city will cost \$1725.00
1	configuration-project management	incl	of back office software
1	credit card set up fees	500.00	Total one time fee only if we don't have your necessary software on file.
	toll free 24/7 Help Desk	no cost	No cost while meters are under warrantee or extended warrantee. Potential future cost may apply but non is be levied on any current customers
	total cost	<u>71,165.00</u>	
9	Cost per meter-installed	7,907.22	
	<u>Other Fees</u>		
	Web Office	\$45.00/Meter/Month	This covers all wireless fees licensing fees and daily credit card revenue transfers to Dover's bank of choice. Alarm forwarding to cell phones etc.
	extended warrantee	\$588	per meter for extended parts 13-24 months
	elocks	\$225 meter	meter
		\$150 key	key
		\$1500 total	software hardware package for elocks
		\$300 meter	custom color
		\$550 meter	auxiliary light for night use/ LCD is lit and is incl but this would light the entire interface
		\$49.00	
		meter/month	warrantee extended parts 3-5 years



CITY OF DOVER

CITY OF DOVER - RESOLUTION

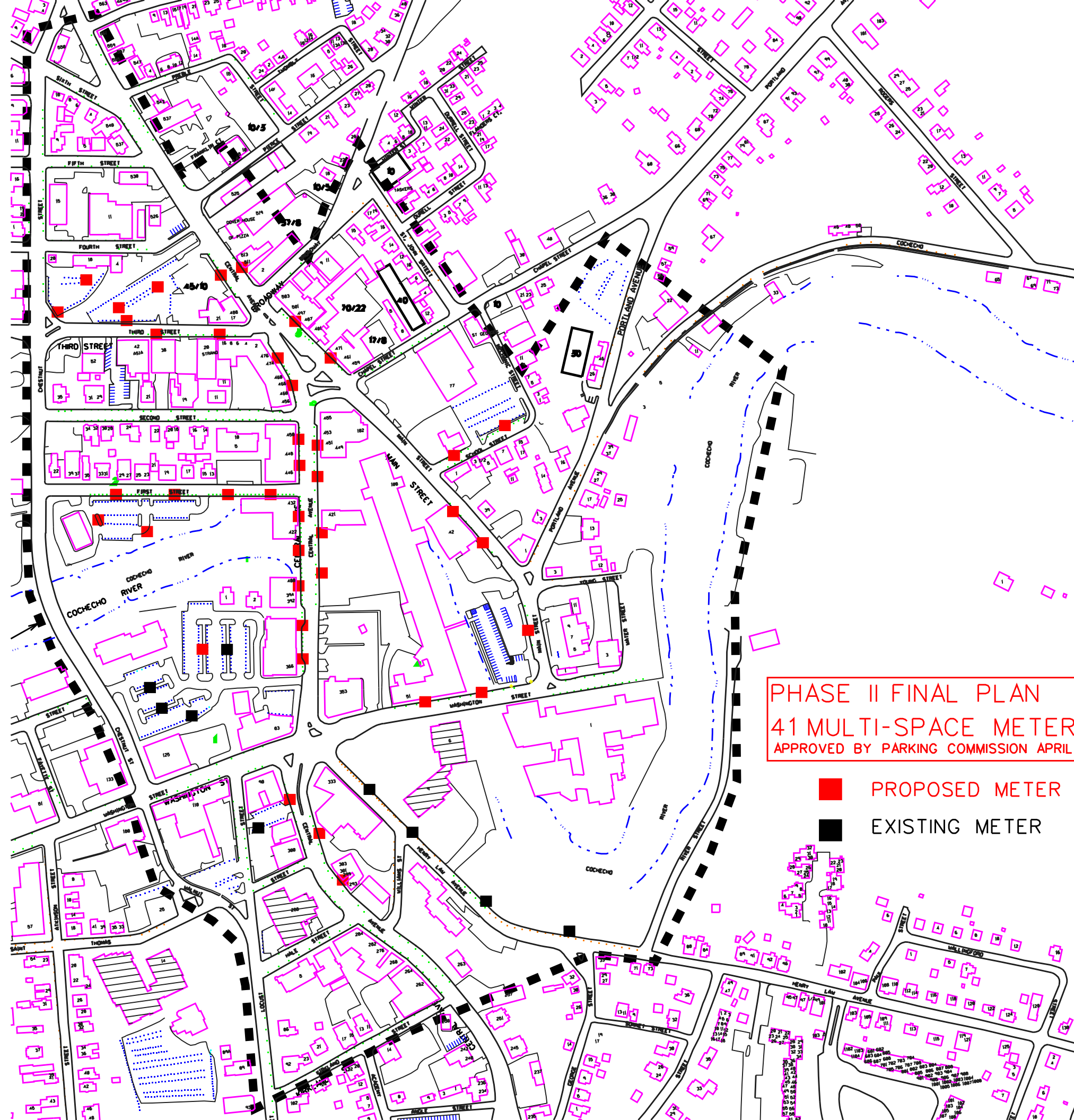
Agenda Item#: 13.A.5.

Resolution Number: **R - 2010.07.28 - 99**
 Resolution Re: **B09064 Pay & Display Parking Meters**

Units	Pay and Display Parking Meters	Fees \$	MACKAY METERS B09064
	accepting coins and credit cards		List applicable notes here. List items covered in the price in fees column.
9	meters	75,555.00	Rate software, Solar Powered, Coin, Credit and Debit Card Acceptance with wireless communication ready Non Pin Debit Cards
9	shipping	incl	This is a budgetary figure, cost may be less but no more
9	installation	incl	From the prepared ground service, provide the hardware/"know how"
9	coin vaults	incl	2 vaults per unit incl. additional would cost \$340
9	receipt paper	1 roll incl	box of 5 rolls \$207.35 each roll 3000-4500 tickets depending on size of receipt
1	fixed one time set up training & documentation	incl	
1	configuration-project management	incl	
1	credit card set up fees	195.00	
	toll free 24/7 Help Desk	incl	
	total cost	<u>75,750.00</u>	
9	Cost per meter-installed	8,416.67	
	Other Fees	wireless	wireless connection to gprs or cdma modems not included. They can choose own provider
	Web Office	\$35.00/Meter/Month	this covers all gateway (credit card,) hosting (multiweb) and notifications (remote alert) fees. This does not included wireless accounts which need to be set up by city separately
	Ground Prep if you offer this		

IPS Group Inc San Diego CA - offered Single Pay Station

Ven Tek International Petaluna CA - No Bid



PHASE II FINAL PLAN
41 MULTI-SPACE METERS
APPROVED BY PARKING COMMISSION APRIL 16, 2010

- PROPOSED METER
- EXISTING METER



City of Dover, New Hampshire Sales Order

July 2010

<u>Hardware</u>	<u>Unit Cost</u>	<u>Total Cost (41 units)</u>
Forty-one (41) Strada Rapide Pay and Display machines	\$ 7,296.	\$ 299,136.

Includes:

Autonomous recyclable battery
Solar Power management system and panel
Coin and token acceptor/validator
GPRS Modem
Dual Function Card reader (credit and smart card acceptance)
E-lock for collection system
Open door switch
Multi-lingual button
Thermal graphic printer with self-sharpening receipt cutting blade
1 Coin Vault
Color: Titanium Gray
One year parts warranty (return to depot)
All permits responsibility of Buyer
Initial graphic design and related charges for ticket receipt layout and front panel instructions
Shipping
Installation
Configuration/Project Management
Credit Card Set Up Fees

NOTE: The above unit pricing is offered in conjunction with RFP #B09064, Parking Pay Stations, Attachment G, Price Page.

(Continued on page 2)

City of Dover, New Hampshire Sales Order (continued)

Monthly web Office Fees:

Parkfolio Back-Office Software Management System

Includes:

- 2-way wireless connectivity
- Wireless airtime fees
- On-line access to hosted secure server
- All transactions, maintenance, alarms, statistics, processed and stored, etc
- Database space
- PCI certified real-time credit card authorization management
- Secure user rights management
- Toll free telephone help desk

Monthly Fee per Meter for all Parkfolio Services.....\$45 per meter per month

Additional Purchase Option:

Spare Coin Vaults...\$350. per vault + 6 vaults

I, _____ hereby authorize Parkeon to order forty-one (41) Strada Rapide Pay & Display multi-space machines to be programmed and installed as described above, for a purchase price of \$299,136 (plus monthly web Office fees of \$45 per meter per month). I further authorize the purchase of _____ spare Coin Vaults at \$350 per vault.

Signature

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R - 2010.07.28 – 100**
Resolution Re: Highway Road Salt

WHEREAS: In June 2010, the State of NH conducted a bid solicitation for Highway Road Salt. The bid was awarded to International Salt Company LLC for the seacoast areas via contract # 8000735 at varying rates depending on the district location; and

WHEREAS: The City of Dover uses approximately 3000 tons of road salt and on July 19, 2010 contacted International Salt Company to inquire about piggy backing off the State of NH contract at the bid price of \$55.92 per ton delivered to Dover; and

WHEREAS: International Salt Company has agreed and will guarantee pricing to hold until April 15, 2011 as long as they receive written acceptance by the City of Dover.

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

Per 3-36B, Optional Purchasing, of the Dover Purchasing Procedure, the purchasing Agent may, with approval of the city manager, waive bidding procedures when purchasing through the state of New Hampshire or at state bid prices.

The Purchasing Agent is hereby authorized to issue a Purchase Order to International Salt Company LLC for road salt at the rate of \$55.92 per ton delivered. The amount of this authorization shall be limited so as not to exceed available funding. The City Manager is authorized to sign a contract containing the terms and conditions of the award.

Financing

Account	Description	Appropriation	Balance
1000.1.300.43125.4612.00000	Snow Removal Op Supplies	\$198,300.00	\$198,300.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved for Legal Compliance: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R - 2010.07.28 – 100**

Resolution Re: Highway Road Salt

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R - 2010.07.28 – 100**
Resolution Re: Highway Road Salt

RESOLUTION BACKGROUND MATERIAL:

In June 2010, the State of NH conducted a bid solicitation for Highway Road Salt. The bid was awarded International Salt Company LLC via contract # 8000735 (attached) at varying rates depending on the district location. The City of Dover uses approximately 3000 tons of road salt and on July 19, 2010 contacted International Salt company LLC to inquire about piggy backing off the State of NH contract at the Bid Price of \$55.92 per ton delivered to Dover.

International Salt Company LLC has agreed and will guarantee pricing to hold until April 15, 2011 as long as they receive written acceptance by the City of Dover. The city has bid this out over the last few years in combination with Somersworth and Rochester needs for salt and the state NH pricing has been lower than or the same as the bids the city had received.

Season of 2007-2008 State pricing \$45.96 - City Bid \$45.96 (same vendor).
Season of 2008-2009 State pricing \$59.23 - City bid \$63.07 for a savings of \$3.84.
Season of 2009-2010 State pricing \$55.41 No city bid.

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	None	Number of Responses:	0
Warranty:	Meets State NH Specifications	Terms:	Net 30, FOB Dover
Work Bonded:	na	Contract:	Yes
Prices will hold for:	April 15, 2011	Estimated Delivery:	As needed
Recommended Award to:	International Salt Company	Fund:	Snow Removal
Other Approvals Required:	Yes State NH	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Waived bid – Cost exceeds \$10,000.00

FAX LEAD-IN SHEET FOR THE
STATE OF NEW HAMPSHIRE
DEPT. OF ADMINISTRATIVE SERVICES
DIV. OF PLANT & PROPERTY MANAGEMENT
BUREAU OF PURCHASE & PROPERTY

DESTINATION FAX NO. 7/6/2010

TOTAL NUMBER OF PAGES (INCLUDING THIS SHEET): 4

TO: TOWN OFFICES

FROM: MICHAEL WALSH, PURCHASING AGENT

FAX NO. 603/271-2700

TEL. NO. 603/271-3235

E-MAIL ADDRESS: michael.walsh@nh.gov

Hello everyone,

I have attached the road salt notice of contract for DOT district 6 (your region – see map). You are allowed to purchase salt from the attached vendor at the price and the delivery time stated. If you wish to purchase salt under this format, you should to contact the contract vendor **in writing before 7/31/2010**. **Arrangements made after 7/31/2010 may not guarantee you salt or the contract salt price.**

Please provide the vendor with the following:

- Estimated usage quantities (tons) of salt for the 2010 – 2011 season
- Town delivery address for the salt
- Town billing address for the salt
- Town contact person, tell, fax, email
- State of NH salt contract number (see attached)

Thank you, Mike

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301

NOTICE OF CONTRACT - PRIMARY & SECONDARY AWARD

COMMODITY: ROAD SALT – ROCK & SOLAR **DATE:** 6/14/2010

CONTRACT NUMBER: 8000735

CONTRACTOR: INTERNATIONAL SALT COMPANY LLC VDR 175749
655 NORTHERN BOULEVARD
CLARKS SUMMIT, PA 18411
B001

TELEPHONE NO.: T-888-388-4726 & PRESS OPTION 1 FAX # 570-586-6463

E-MAIL: bids@iscosalt.com

CONTACT PERSON: DANIEL P. THOMPSON

REMIT ADDRESS: INTERNATIONAL SALT COMPANY LLC
PO BOX 641944
PITTSBURG, PA 15264-1944

CONTRACT PERIOD: 7/1/2010 THROUGH 6/30/2011

TERMS: NET 30 DAYS

F.O.B.: DESTINATION

COMMODITY CODE: 775-4573

ORDERING: ORDERS SHALL BE PLACED DIRECTLY TO VENDOR.

OTHER ELIGIBLE PARTICIPANTS Any resulting contracts for State use shall be between the State and the successful vendor(s). Under the provisions of RSA 21-I:17, the successful vendor(s) shall make additional salt procurement contracts available to participating counties, cities, towns, school districts, special districts or precincts, governmental sub-divisions, any non-profit Agency certified under the provisions of section 501 (C) (3) of the Federal Internal Revenue Code, and the NH College and University Council, **"Other Participants" at the same terms and conditions as stated herein.** The successful vendor(s) and Other Participants shall determine service and contract requirements. Any resulting contracts between the successful vendor(s) and Other Participants shall be at the same terms and conditions as the State Contract.
The State shall not be liable for any breach of contract by any of the participating counties, cities, towns, school districts or other governmental sub divisions.

DELIVERY:

PRIMARY AWARD CONTRACT – ROCK SALT

NH DOT INITIAL FILL UPS SHALL BE COMPLETED AS STATED

Districts 6 NHDOT 100% FILL COMPLETION BY 11/15/2010

NH DOT BALANCE OF SEASON FILL UPS SHALL BE COMPLETED AS STATED

Districts 6 NHDOT NOT TO EXCEED 9 CALENDAR DAYS ARO

DELIVERY:

SECONDARY AWARD CONTRACT – SOLAR SALT

NH DOT BALANCE OF SEASON FILL UPS SHALL BE COMPLETED AS STATED

Districts 4, 5 & 6 NHDOT NOT TO EXCEED 21 WORKING DAYS ARO

DELIVERY

DELIVERIES SHALL NOT BE REQUIRED TO EXCEED 3,000 TONS PER WEEK PER DISTRICT
(APPLIES TO ROCK AND SOLAR DELIVERIES)

PRICING

SEE ATTACHED PAGES

ADDITIVE USED :

YPS – YELLOW PRUSSIAN OF SODA

VENDOR TEST RESULTS E-MAIL:

bids@iscosalt.com ATT: DANIEL P. THOMPSON

QUESTIONS:

DIRECT ANY QUESTIONS TO: MICHAEL P. WALSH II, PURCHASING AGENT
TEL: 603/271-3235 EMAIL: michael.walsh@nh.gov

INTERNATIONAL SALT AWARDED LOCATIONS

DOT DISTRICT 6 ROCK SALT

DISTRICT 6

<u>District</u>	<u>Section</u>	<u>Principal Storage Point</u>	<u>Approx. Annual Tonnage</u>	<u>2010 Initial Fill up</u>
6 Durham	601	Milton	1,650	1000
	602	Strafford	1,400	900
	603	Agonic	1,500	900
	604	Northwood	1,600	900
	605	Lee	1,600	1100
	606	Dover	1,300	800
	608	Epping	1,900	1200
	609	Newfield's	1,800	930
	610	Rye	2,000	1100
	611	South Kingston	1,700	600
	612	North Hampton	2,100	1330
	615	Kingston	1,600	400
	607	Exeter	2,100	1300
	DOT DISTRICT 6 TOTAL:			22,250

EASTERN TURNPIKE

<u>District</u>	<u>Section</u>	<u>Principal Storage Point</u>	<u>Approx. Annual Tonnage</u>	<u>2010 Initial Fill up</u>
Eastern Turnpikes	830	Hampton	5,100	450
	835	Dover	3,800	0
EASTERN TURNPIKE TOTAL:			8,900	450

DISTRICT 6 AND EASTERN TURNPIKE TOTAL:

31,150	12,910
---------------	---------------

OTHER STATE AGENCIES

6	NH COMMUNITY COLLEGE 320 CORPORATE DR. PORTSMOUTH NH STEPHEN DAVIS 772-1194	30	30
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OTHER AGENCIES DISTRICT 6 TOTAL:

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DISTRICT 6 TOTAL

31,180	12,940
---------------	---------------

DELIVERED PRICE PER TON →

\$55.92



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R - 2010.07.28 – 101**
Resolution Re: Book and Media Purchases

WHEREAS: The City of Dover NH Public Library is a member of the New Hampshire State Library’s Book Purchasing Co-Op; and

WHEREAS: The State Library has identified Baker & Taylor as the book wholesaler most advantageous in terms of service and pricing for various children’s and adult books, tapes, CD’s and DVD’s; and

WHEREAS: The City can take advantage of the substantial savings realized by using Baker and Taylor as their book jobber.

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

Per 3-36B, Optional Purchasing, of the Dover Purchasing Procedure, the purchasing agent may, with approval of the city manager, waive bidding procedures when purchasing through the state of New Hampshire or at state bid prices.

The Purchasing Agent is hereby authorized to issue a Purchase Order to Baker and Taylor of Philadelphia PA for continued book, tape, CD and DVD purchases. The amount of this authorization shall be limited so as not to exceed available funding. The City Manager is authorized to sign a contract containing the terms and conditions of the award.

Account	Description	Appropriation	Balance
1000.1.390.45500.4748.00000	Books and Collections	\$95,869.00	\$95,869.00
3455.1.390.45500.4748.00000	Books and Collections	\$79,284.00	\$79,284.00

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved for Legal Compliance: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R - 2010.07.28 – 101**
Resolution Re: Book and Media Purchases

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R - 2010.07.28 – 101**
Resolution Re: Book and Media Purchases

RESOLUTION BACKGROUND MATERIAL:

The Dover Public Library has continued to use a book jobber originally identified a number of years ago by the NH State Library, to provide various types and large quantities of books and media materials as needed. The City of Dover receives the same pricing schedule as other members of this Co-Op Organization.

Award Information:

A Blanket Purchase order will be issued to Baker & Taylor of Philadelphia PA to authorize future expenditures.

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	None	Number of Responses:	0
Warranty:	Meets Specifications	Terms:	Net 30, FOB Dover
Work Bonded:	na	Contract:	
Prices will hold for:	June 30, 2011	Estimated Delivery:	As needed
Recommended Award to:	Baker & Taylor Inc	Fund:	Books & Collections
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Waived bid – Cost exceeds \$10,000.00



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R - 2010.07.28 – 102**

Resolution Re: Motorola Radio off State NH Contract 8000153

WHEREAS: The State of NH has awarded Two Way Communications, through the Western States Contracting Alliance (WSCA) participation, the authorization to purchase Motorola Radios via contract # 8000153; and

WHEREAS: The City of Dover was awarded a grant that is Congressionally Selected and wishes to piggy back off the state contract for the purchase of twenty six (26) radios with carry case and Speaker Mics. A detailed quote per unit is attached separately; and

WHEREAS: The price quoted for each is \$1,945.03 less \$121.28 for charges not needed for a total \$1,823.75 each or total of \$47,417.50

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

Per 3-36B, Optional Purchasing, of the Dover Purchasing Procedure, the purchasing Agent may, with approval of the city manager, waive bidding procedures when purchasing through the state of New Hampshire or at state bid prices.

The Purchasing Agent is hereby authorized to issue a Purchase Order to Motorola Inc via Two Way Radio, for 26 radio sets at the rate of \$1,823.75 for a total of \$47,417.50. The amount of this authorization shall be limited so as not to exceed available funding. The City Manager is authorized to sign a contract containing the terms and conditions of the award.

Financing

Account	Description	Appropriation	Balance 7/20/2010
2210.1.210.42150.4725.02351.10.000.00	Communication	\$102,382.00	\$59,506.16

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved for Legal Compliance: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R - 2010.07.28 – 102**

Resolution Re: Motorola Radio off State NH Contract 8000153

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R - 2010.07.28 – 102**

Resolution Re: Motorola Radio off State NH Contract 8000153

RESOLUTION BACKGROUND MATERIAL:

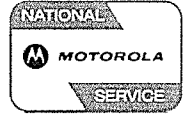
The police department is replacing half of it portable radio inventory.

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	None	Number of Responses:	0
Warranty:	Meets State NH Specifications	Terms:	Net 30, FOB Dover
Work Bonded:	na	Contract:	Yes
Prices will hold for:	Until Complete	Estimated Delivery:	As needed
Recommended Award to:	Motorola, thru 2 Way Communications	Fund:	Grant 2210
Other Approvals Required:	Yes State NH	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Waived bid – Cost exceeds \$10,000.00



COMMUNICATIONS
SERVICE, INC.
23 River Rd., Newington NH 03801
1-800-441-6288 Fax: 603-431-4832



Purchase Order Requirements

- The words "Purchase Order" not Purchase Requisition.
- Purchase Order must be made out to Motorola

Motorola, Inc.
13108 Collections Center Dr.
Chicago, IL 60693

- The **Date** in which the Purchase Order was assigned to Motorola.
- The purchase order must have the **Bill** to address of the Customer:

Bill To: Customer ABC
123 Address St
Anytown, ST 12345

- The purchase order must have the **Ship** to address of:

Ship To: 2-Way Communications Service, Inc.
23 River Road
Newington, NH 03801

- The purchase order must have the **Ultimate Destination** address of the Customer:

Ultimate Destination: Customer ABC
123 Address St
Anytown, ST 12345

- The Purchase Order Number.
- A Customer's Signature
- A brief description of equipment to be ordered.
- The exact dollar amount of the order.
- Payment Terms of: Net 30 days
- A Contact Name and Telephone Number for the Customer.

Purchase Orders can be faxed to 2-Way Communications Service, Inc. at (603)-431-4832.



MOTOROLA

Quote Number: QU0000116384

Effective: 08 JUL 2010

Effective To: 06 SEP 2010

Bill-To:

DOVER POLICE DEPT
46 LOCUST ST
DOVER, NH 03820
United States

Ship-To:

DOVER POLICE DEPT
23 RIVER RD
NEWINGTON, NH 03801
United States

Ultimate Destination:

DOVER POLICE DEPT
46 LOCUST ST
DOVER, NH 03820
United States

Attention:

Name: Barbara Wentworth
Email: b.wentworth@ci.dover.nh.us
Phone: 603-742-4646

Sales Contact:

Name: Nicholas Hamel
Email: nhamel@2-way.biz
Phone: 603-431-6288

Contract Number: 02702
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	1	H46KDF9PW6BN	XTS2500 136-174MHZ/ 1-5W/ 870 CHANNELS/ 3X2 KEYPAD/ MODEL 2	\$1,139.25	\$1,139.25
1a	1	QA00542AA	ADD: SPARE KNOB KIT	-	-
1b	1	H885BK	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE	\$84.00	\$84.00
1c	1	Q811AE	ENH: SOFTWARE P25 CONVENTIONAL	\$485.10	\$485.10
1d	1	H129AU	ALT: ANTENNA HELICAL VHF 150.8-162 MHZ (NAD6567)	-	-
2	1	WPLN4111AR	110V SUC SMART CHARGER	\$121.28	\$121.28
3	1	PMMN4045B	REMOTE SPEAKER MIC, NC	\$71.30	\$71.30
4	1	NNTN4117A	CARRY CASE WITH BELT LOOP & T-STRAP	\$44.10	\$44.10

Total Quote in USD

\$1,945.03

THIS QUOTE IS BASED ON THE FOLLOWING:

- 1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.
- If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.
- Thank you for your consideration of Motorola products.
- 2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 4 Prices quoted are valid for thirty(30) days from the date of this quote.
- 5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL

MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

NOVEMBER 9, 2009

NOTICE OF MASTER PURCHASE AGREEMENT
WSCA PARTICIPATION
EXTENSION

COMMODITY: MOTOROLA RADIOS AND ACCESSORIES

CONTRACT #: STATE OF NH # 8000153 WSCA # 02702

These Contract Numbers MUST be shown on all Purchase Orders issued against this Agreement.

CONTRACTOR: MOTOROLA #175420
C/o CHARLES McCORMICK
PO BOX 958
BETHEL, ME 04217

CONTACT PERSON: CHUCK MCCORMICK
207 824-2939
CELL: 617 285-2410
FAX: 207 824-2941
E-MAIL: charley.mccormick@motorola.com

CONTRACT PERIOD: NOVEMBER 5, 2008 THROUGH OCTOBER 29, 2009
EXTENSION PERIOD: OCTOBER 30, 2009 THROUGH OCTOBER 29, 2011

NIGP CODE: 726-9000

TERMS: NET 30 DAYS

DELIVERY TIME: CONTACT VENDOR

ORDERING: PROCESS REQUISITION WITH A QUOTE FROM THE
VENDOR

SCOPE

To provide Motorola radios and accessories to all departments and agencies of the State of New Hampshire.

The prices offered and the terms and conditions of this contract will be extended to non-profit organizations, counties, cities, towns school districts, special districts or precincts, governmental sub-divisions, and the College and University council as provided by RSA 21-1: 17.

ELIGIBLE PARTICIPANTS

Eligible Participants include all departments and agencies of the State of New Hampshire (State). Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit Agency certified under the provisions of section 501c of the Federal Internal Revenue Code, and the NH College and University Council as provided by RSA 21-I:17 shall be eligible to participate under this contract whenever said sub-division or nonprofit agency desires. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established purchasing procedures. The State shall not be liable for any breach of contract by these entities.

Changes:

DELIVERY - Orders are to be shipped F.O.B. Destination to any point within the State of NH. All orders will be quoted including shipping. An outside carrier must not invoice shipping charges to the State of New Hampshire.

Shipments must be properly packaged to meet accepted commercial standards without extra charge to the State of New Hampshire.

RETURNS - Return authorizations and credits shall be provided without a restocking fee or other penalty for all items, unless noted on the original quote provided by the Vendor and agreed to by the purchasing agency, for up to 30 days from receipt of shipment. All return shipping charges shall be the responsibility of the Vendor

INVOICING - Invoicing shall be done at the time order ships. Invoices shall clearly indicate the PO#, quantity, description, date of delivery, as well as the net price to the State of New Hampshire. The invoice may reflect any additional discount offered by the Vendor (i.e., earlier payment, quantity/case lot discount).

PAYMENTS - Terms are NET 30 days from the date of invoice. In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order. In any instance, payment shall not be reasonably withheld.

For further information contact:

Bob Lawson, Purchasing Agent

Tel: (603) 271-3147 Fax: (603) 271-2700



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R - 2010.07-28 – 103**
Resolution Re: B03003 Henry Law Avenue Phase Construction Oversight Services

WHEREAS: In 2003 sealed bid B03003 was solicited for Design Services for Henry Law Ave and awarded to Dubois & King. The City of Dover, NH has an ongoing agreement with Dubois and King, Inc. of Randolph VT for engineering and design services for the construction of Henry Law Avenue; and

WHEREAS: An agreement was received in March 2008 from Dubois and King offering Professional Engineering Services during Phase II, the Construction Phase of the Henry Law Avenue & Paul & Wallingford Project in the amount not to exceed \$151,000.00; and.

WHEREAS: Sealed bids were solicited using the documents prepared by Dubois and King and construction will soon begin. Dubois and King are offering a construction oversight agreement in the amount Not to Exceed of \$179,100. Detailed scope of services attached.

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

The Purchasing Agent is hereby authorized to issue a change order to PO #20100089 in the amount not to exceed \$179,100.00 and corresponding rates submitted 7/1/2010 for construction oversight services to Dubois and King, Inc. Authorization shall be limited so as not to exceed available funding. City Manager is authorized to sign a contract containing the terms and conditions of the bid award.

Financing			
Account	Description	Appropriation	Balance
4005.1.300.43121.4751.03126.05	Henry Law Ave Reconstruction	\$1,000,000.00	\$26,740.39
4008.1.300.43121.4751.03141.08	Paul & Wallingofrd	\$350,000.00	\$308,190.00

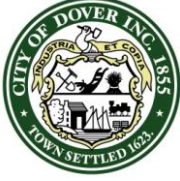
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved for Legal Compliance: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R - 2010.07-28 – 103**
Resolution Re: B03003 Henry Law Avenue Phase Construction
Oversight Services

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R - 2010.07-28 – 103**
Resolution Re: B03003 Henry Law Avenue Phase Construction Oversight Services

RESOLUTION BACKGROUND MATERIAL:

Sealed bid B03003 was solicited and the firm Dubois and King Inc was awarded the engineering and design services contract for the reconstruction of Henry Law Avenue in Dover NH in the amount of \$95,500.00. In February 2003 change order No.1 was issued in the amount of \$32,500.00 for additional design services regarding the extension of the project to go as far as Back Road and to redesign the parking area in the rear of the Central Towers Complex. In December 2006 change order No.2 was received in the amount of \$34,439.00 for extensions of design phase due to delays caused by legal issues with abutter, city directed design changes, splitting the project into three phases and sanitary sewer replacement design. March 2008 an agreement was submitted for Professional Engineering Services related to the Phase II Construction in the amount not to exceed \$151,000.00. Dubois and King are currently offering an agreement for construction oversight services in the amount not to exceed \$179,100.00.

See professional agreement attached.

Bid Information:

A sealed bid No.B03003 previously solicited to identify a qualified engineering firm to provide engineering and design services for the reconstruction of Henry Law Avenue in Dover NH.

Award Information:

A change order will be issued to PO 20100089 to Dubois and King, Inc authorizing this expenditure.

Purchasing Information:

Type:	Purchase Order	Advertised:	NA
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	Meets Professional Standards	Terms:	NA
Work Bonded:	No	Contract:	Yes
Prices will hold for:	Project Completion	Estimated Delivery:	Until completion
Recommended Award to:	Dubois and King Inc	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Waive Bid Process: \$10,000 or greater



217925LL
July 1, 2010

Mr. David White
City Engineer
City of Dover, NH
288 Central Avenue
Dover, New Hampshire 03820

**SUBJECT: Henry Law Avenue Phase IA (Part 1) and
Paul and Wallingford Streets (Part 2)
Construction Services Agreement**

Dear Dave:

In anticipation of the City's intent to construct the subject project, we have prepared an Agreement to provide engineering services during the construction phase. It is our understanding that the City intends to bid the project and initiate construction by August 9th of this year. Our proposed Agreement assumes an active construction period of 200 calendar days with a winter shutdown period from December 1, 2010 to April 15, 2011.

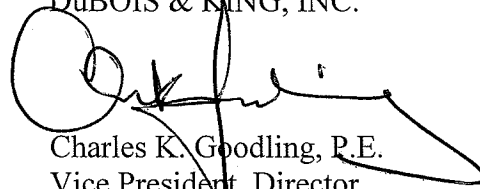
The proposed Agreement includes Basic Services and Resident Engineering Services. We have included tasks similar to those provided for in the Henry Law Avenue Phase II reconstruction project including bi-weekly progress meetings and payment certifications in our Basic Services. The Resident Engineering Services is based on 42 hours per week for the 200 calendar day active construction period.

Enclosed are three (3) copies of the proposed Agreement. Please review and if acceptable, return an executed copy to me accompanied with a City Purchase Order. If you wish to discuss any aspect of the Agreement, please give me a call.

We look forward to providing these construction phase services and continuing our relationship with you and the City of Dover.

Very truly yours,

DuBOIS & KING, INC.



Charles K. Goodling, P.E.
Vice President, Director
Public Works Division

CKG/dlc

I:\217925LL Paul and Wallingford Streets\Construction Phase Contract\Agreement Letter to Dave White.doc

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



Copyright © 2002 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
the City of Dover, New Hampshire _____ (“Owner”)

and DuBois & King, Inc. _____ (“Engineer”)

Engineer agrees to provide the services described below to Owner for Reconstruction of the Henry Law _____ (“Project”).
Avenue – Phase 1A (Part 1) and Paul & Wallingford Streets (Part 2)

Description of Engineer’s Services: Upon execution of this Agreement, the ENGINEER shall proceed for the Period
of Service with the general administration of construction and full-time observation by qualified personnel of the
CONTRACTOR’S work to ascertain compliance with the contract documents and any change orders for the
construction of the PROJECT. General administrative services shall include, but not be limited to, assisting the
OWNER in meeting its goal of completion of the PROJECT within the monies contractually agreed upon (with
reasonable contingency) by the OWNER and the prime CONTRACTOR. A specific identification of the ENGINEER’S
Construction Phase Scope of Services is provided in Exhibit A – Scope of Services (attached).

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the ~~the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition)~~ as prepared by the City of Dover Engineering Department.

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to

\$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

8.01 The Owner's Responsibilities:

- A. *Provide full and free access for the ENGINEER to enter upon all property as may be required for it to perform its services under this AGREEMENT.*
- B. *Examine all correspondence, interim reports, studies, sketches, estimates, and other documents presented by the ENGINEER and when appropriate, render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.*
- C. *Hold all required special meetings or hearings, serve all required public and private notices, obtain all rights-of-access, receive and act upon all protests and fulfill other similar requirements as required during the PROJECT.*
- D. *Designate in writing a person to act as the OWNER'S representative for this PROJECT. The representative shall have*

complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and make decisions with respect to the PROJECT.

- E. *Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of needed changes in scope or defects in the PROJECT, including any evidence of default by the contractor.*
- F. *Provide its own legal, accounting, bonding and insurance counseling services as may be required for the PROJECT; and such administrative services as may be required other than those the ENGINEER has specifically agreed to provide.*
- G. *Bear all costs incident to compliance with the requirements of this Section 2.*

9.01 Insurance

- A. *The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability and comprehensive general liability insurance coverage, in such amounts with such terms as are reasonably satisfactory to the OWNER. The ENGINEER shall request its comprehensive general liability carrier to provide notification to the OWNER at least fifteen (15) days in advance of cancellation of the comprehensive general liability policy for any reason.*
- B. *The OWNER will secure and maintain such insurance as will protect him from claims under Workmen's Compensation Acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of his employees or of any person other than his employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom, except as resulting from the acts and omissions of the ENGINEER.*

10.01 Total Agreement

- A. *This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.*

9.01 Payment (Lump Sum and Not-to-Exceed Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. Lump Sum amount of ~~-\$~~ and Not-to-Exceed amounts as provided in Exhibit C - Schedule of Payment (Attached).

B. The Engineer's compensation is conditioned on 139 mandays (8.4-hour work day or 42-hour work week) as specified in Exhibit B - Period of Service (Attached).

Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: _____

By: Steven E. Mackenzie

Title: _____

Title: Senior Vice President

Date Signed: _____

Date Signed: 7/1/10

License or Certificate No. and State 4450 NH

Address for giving notices:

Address for giving notices:

David White, P.E., City Engineer

Steven E. Mackenzie, P.E., Senior Vice President

City of Dover

DuBois & King, Inc.

288 Central Ave.

P.O. Box 339

Dover, NH 03820

Randolph, VT 05060

AGREEMENT
BETWEEN
THE CITY OF DOVER, NEW HAMPSHIRE
AND
DuBOIS & KING, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES
DURING CONSTRUCTION
OF
HENRY LAW AVENUE PHASE IA (PART 1)
PAUL AND WALLINGFORD STREETS (PART 2)

EXHIBIT A – SCOPE OF SERVICES

A-1 BASIC SERVICES

A-1.1 General

The ENGINEER will provide office support, engineering and management for the PROJECT including technical consultation, advice and assistance during the construction phase.

A-1.2 Basic Services – Construction Phase

During the Construction Phase the ENGINEER will provide the following office support services:

- a. Act as the OWNER’S representative with duties and responsibilities and limitations of authority as described in the Contract Documents.
- b. Arrange and attend a preconstruction conference between the OWNER, prime Contractor and other interested parties.
- c. Attend one Neighborhood Pre-Construction Meeting arranged by the Owner.
- d. Advise and consult with the OWNER during the Construction Phase, issue the OWNER’S instructions to the Contractor and maintain liaison between the OWNER and the Contract.
- e. Review the Contractor’s request for progress payments, and issue a certificate for payment by the OWNER in the amount owed to the Contractor. The issuance of certificates for payment shall constitute a declaration by the ENGINEER to the OWNER, based upon on-site observations and review of data accompanying the request for payment, that the Contractor’s work has progressed to the point indicated; that to the best of the ENGINEER’S knowledge, information and

belief, the quality and quantity of the Contractor's work is in accordance with the Contract Documents and that the Contractor is entitled to the amount stated.

- f. Make timely review of shop drawings, field test data, samples, and other submittals of the Contractor for general conformance to the design concept of the PROJECT and the Contract Documents. Advise the OWNER of material deviations from the Contract Documents or substitutions of equipment.
- g. Prepare sketches as necessary to depict actual conditions and to resolve conflicts.
- h. Prepare Change Order drafts for the OWNER'S approval.
- i. Review contractor's performance as necessary to support determination of Substantial and Final Completion and to recommend issuance of certificates thereto. Prepare punch list.
- j. Schedule and attend project status and coordination meetings with the Contractor's Superintendent and OWNER'S representative on a bi-weekly basis.

B-1 RESIDENT SERVICES

B-1.1 General

The ENGINEER shall furnish a Resident Project Representative (RPR), to observe performance of the Work of the Contractor.

Through on-site observations of the Work in progress and field checks of materials and equipment by the RPR, ENGINEER shall endeavor to provide protections for OWNER against defects and deficiencies in the Work.

B-1.2 Resident Project Representative Services

The duties and responsibilities of the RPR are described as follows:

A. General

RPR is ENGINEER'S agent at the site, will act as directed by and under the supervision of ENGINEER and will confer with ENGINEER regarding RPR'S actions. RPR'S dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor keeping OWNER advised as necessary. RPR'S dealing with subcontractors shall only be through or with the full

knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Conferences and Meetings: Attend meetings with Contractor such as a preconstruction conference, progress meetings, job conferences and other project-related meetings. Prepare and distribute minutes of meetings unless agreed to be done by others.
2. Liaison:
 - a. Serve as ENGINEER'S liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER'S liaison with Contractor.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
3. Shop Drawings and Samples:
 - a. Record date of receipt of ENGINEER-approved Shop Drawings.
 - b. Receive samples which are furnished at the site by Contractor and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
4. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

- c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
5. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
6. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR'S recommendations to ENGINEER. Transmit to Contractor decisions as issued by ENGINEER.
7. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Show Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions or Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of Contractor, subcontractors and major suppliers of materials and equipment.
8. Reports:
 - a. Furnish ENGINEER periodic reports of progress of the Work and the Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

9. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the Work.

10. Completion:

a. Before ENGINEER recommends issuance of a Certificate of Substantial Completion, perform a Substantial Completion inspection with representatives of the Owner and Contractor, and submit to Contractor a list of observed items requiring completion or correction.

b. Conduct final inspection in the company of ENGINEER, OWNER, and Contractor, and prepare a final list of items to be completed or corrected.

c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.

2. Shall not exceed limitations of ENGINEER'S authority as set forth in the Contract Documents.

3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.

4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawings submittals from anyone other than ENGINEER.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

C-1 RECORD DRAWINGS

C-1.1 General

Record information will be furnished by the Contractor to the ENGINEER. The ENGINEER will either revise or annotate the contract plans, as appropriate, or append (selected) contractor's record plans to prepare the Construction Record Drawings for the project. The ENGINEER will exercise due diligence in the completion of this task through bi-weekly monitoring of the Contractor's field drawing annotation and record keeping process, and shall prepare accurate representations of hidden or subsurface work as documented by the Contractor. Services provided herein do not include independent verification by the ENGINEER of record documentation provided by the contractor. The ENGINEER will not guarantee the accuracy of the Contractor's field documentation nor record drawings prepared by the Contractor nor will the ENGINEER guarantee the accuracy of the information obtained from existing drawings prepared by others for previous work relied upon or included on the record drawings prepared or forwarded by the ENGINEER, particularly with respect to buried piping or hidden work.

The ENGINEER will provide the OWNER with one reproducible and two print sets of construction record drawings of the PROJECT.

AGREEMENT
BETWEEN
THE CITY OF DOVER, NEW HAMPSHIRE
AND
DuBOIS & KING, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES
DURING CONSTRUCTION
OF
HENRY LAW AVENUE PHASE IA (PART 1)
PAUL AND WALLINGFORD STREETS (PART 2)

EXHIBIT B – PERIOD OF SERVICE

The following presents the estimated schedule and the ENGINEER’S estimated manpower allowance to complete the PROJECT:

SCHEDULE FOR COMPLETION

A. BASIC SERVICES

- | | | |
|----|-----------------|---|
| 1. | Office Support | 335 calendar days from initiation of construction |
| 2. | Record Drawings | 60 calendar days from completion of construction |

B. RESIDENT SERVICES

- | | |
|------------------|---------------------------|
| Field Inspection | 139 Man days ^a |
|------------------|---------------------------|

^a 8.4-hour work day (42 hours per week)

The above schedule and manday estimates were developed based on the following assumptions:

1. That this AGREEMENT will be executed on or about July 20, 2010.
2. That the Construction Phase be initiated (award and execution of Contractor Agreement) by August 9, 2010.
3. That the Construction Phase be completed (execution of Certificates of Completion) within the calendar day construction period specified in the construction contract.

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EXHIBIT C – SCHEDULE OF PAYMENT

The ENGINEER shall be compensated for the services performed in accordance with the terms stated in SECTION 4—PAYMENTS TO THE ENGINEER of this AGREEMENT. The fees for services completed are based on the time expended on the PROJECT by the ENGINEER’S personnel.

I. Types of Accounts

A. Lump Sum Account

The OWNER agrees to pay the ENGINEER the fixed price established by this type of account.

The lump sum account may be subject to renegotiations due to a change in the scope of services as provided for in Sections 1.1 and 4.4 of this AGREEMENT.

B. Not-to-Exceed Account

Payment for costs shall be made monthly by OWNER as these costs are incurred. It is estimated that the total cost to the OWNER, for the performance of this Service Category will not exceed the estimated cost, and the ENGINEER agrees to use his best effort to perform the work specified in the scope of work and all obligations under this Account within such estimated cost. If, at any time, the ENGINEER has reason to believe that the total cost to the OWNER, for the performance of this Account will be greater than the estimated cost thereof, the ENGINEER shall notify the OWNER in writing to that effect, giving the revised estimate of such total cost for the performance of this AGREEMENT.

The OWNER shall not be obligated to reimburse the ENGINEER for costs incurred in excess of the estimated cost, and the ENGINEER shall not be

obligated to incur costs in excess of the estimated cost unless and until the AGREEMENT shall have been formally amended to increase the estimated cost.

II. Computation Costs

A. Lump Sum Accounts

Lump Sum Accounts shall be invoiced by monthly installments as specified in the schedule under "Summary of Fees."

B. Not-To-Exceed Accounts

1. Charges for Personnel

Resident Project Representative (RPR): \$92.50/hr.

2. Expenses and Other Charges

The following summarizes the method by which the ENGINEER will compute costs for expenses and subcontracted services:

- a. Reimbursable expenses (telephone calls, postage, reproduction of drawings and other documents, direct materials, etc.) will be billed at our direct cost.
- b. Transportation reimbursement will generally reflect federally allowable rates: however, the ENGINEER shall determine the "current rate in effect."
 - 1.) Transportation will be reimbursed at the current rates in effect at the time the mileage is incurred. Initial rate is 50 cents per mile.
 - 2.) RPR Subsistence reimbursement will be at the per diem rate of \$7.50. Subsistence is defined as meals only.

III. Summary of Fees

A. Basic Services (Lump Sum)

Installment schedule for the Lump Sum Account is as follows:

Installment 1	- \$4,300	(S.T. \$4,300)
Installments 2 through 4	- \$7,500 ea:	(S.T. \$22,500)



Installments 5 through 9	- \$2,000 ea:	(S.T. \$10,000)
Installments 10 through 11	- \$7,500 ea:	(S.T. \$15,000)
Installments 12 through 13	- \$5,000 ea:	(S.T. \$10,000)

TOTAL LUMP SUM: \$61,800

B. Resident Services (Not-To-Exceed)

The Not-To-Exceed cost shall be \$117,300 computed as defined under Item II of this Exhibit.

MAXIMUM LIMITING AMOUNT OF THIS AGREEMENT \$179,100



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R - 2010.07.28 – 104**

Resolution Re: B10096 Henry Law-Paul & Wallingford Construction

WHEREAS: Sealed Bid B10096 was solicited and received for reconstruction of Henry Law phase 1A and Paul and Wallingford Streets on July 19, 2010 @ 2:00pm; and

WHEREAS: Five qualified vendors responded with per unit price quotes for the project in its entirety. One bid was received not meeting specifications and was rejected. The low bid meeting specifications was submitted by SUR Construction of Rochester NH in the total amount of \$935,898.00

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

The purchasing agent is hereby authorized to issue a purchase order to SUR Construction Inc given the bid amount of \$935,898 and corresponding rates provided 7/19/2010. The amount of this authorization shall be limited so as not to exceed available funding. The City Manager is authorized to sign a contract containing the terms and conditions of the bid award

Financing

Account	Description	Appropriation	Balance
5320.1.300.43250.4751.04545.07	paul and wallingford	170,000.00	168,849.08
5320.1.300.43250.4757.04546.08	Henry Law	250,000.00	144,520.33
5300.1.300.43320.4757.03545.08	paul and wallingford	350,000.00	350,000.00
4008.1.300.43121.4751.03141.08	paul and wallingford	350,000.00	155,830.00
4009.1.300.43121.4751.03126.09	Henry Law	350,000.00	345,308.35

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By request

Approved for Legal Compliance: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R - 2010.07.28 – 104**

Resolution Re: B10096 Henry Law-Paul & Wallingford Construction

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R - 2010.07.28 – 104**

Resolution Re: B10096 Henry Law-Paul & Wallingford Construction

RESOLUTION BACKGROUND MATERIAL:

The objective of the project is to accomplish road and utility reconstruction on Henry Law Ave, Phase IA from Browning Dr to Emily St (appx 1100 LF), Also, Paul and Wallingford St (appx 900 LF) per the specifications outlined in the documents labeled Bid Specifications and plans.

A brief summary of the work consists of new sub base, pavement, granite curbs, concrete sidewalks, pavement markings (Henry Law Ave), replacement of existing drainage systems (Henry Law Ave and Paul and Wallingford Streets) replacement of existing sewer system (Paul and Wallingford Streets), and replacement of existing water systems including hydrants and curb stops (Paul and Wallingford St). Where water and sewer mains are being replaced, all water and sewer service piping within the limits of the road right of way shall also be replaced. Surface features for those utilities that are not being replaced will need to be adjusted to meet the new street finish grade.

Bid Information: Sealed B10096 solicited and received 7/19/2010 @ 2:00pm.

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

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	138	Number of Responses:	5 and 1 non conforming
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	Until complete	Estimated Delivery:	As needed
Recommended Award to:	SUR Construction	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R - 2010.07.28 – 104**

Resolution Re: B10096 Henry Law-Paul & Wallingford Construction

Results

Vendor	\$
SUR Construction 233 Chestnut St Rochester NH	\$935,898.00
John Lyman & Sons Hoyt Rd Gilford NH	\$974,738.00
Jamco Excavators LLC Exeter Rd No Hampton NH	\$975,738.75
Brown Industrial Group Po box 638 Berwick ME	\$1,156,252.50
T-Buck Construction Merrow Dr Auburn ME	\$1,619,000.00
Mick Construction	Non Conforming Bid

Vendor List

Aberthaw Construction Company, Inc. 672 Suffolk Street, Ste 200 Lowell, MA 01854	JH Spain Commercial Services, LLC 210 North State St. Concord, NH 03301	Aggregate Recycling Corporation P.O. Box 363 Eliot, ME 03903
Arthur Hartford Construction 103 Hayes Road Madbury, nh 03823	John H. Lyman & Sons, Inc. 310 Hoyt Road Gilford, NH 03249	American Flagging and Traffic Control Inc 11 industrial way Salem , NH 03079
Bell & Flynn, Inc. 69 Bunker Hill Ave Stratham, NH 03885	John Turner Consulting Inc. 19 Dover Street Dover, NH 03820	Andrews Construction Co. 8 Deer Ridge Lane Kittery, Me. 03904
Brown Industrial Group, Inc PO Box 638 Berwick, Me 03901	Keymont Construction, Inc. P.O. Box 819 Laconia, NH 03247	Arthur Hartford 103 Hayes Road Madbury, nh 03823



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R - 2010.07.28 – 104**

Resolution Re: B10096 Henry Law-Paul & Wallingford Construction

Busby Construction 9 Pond Lane Atkinson, NH 03811	Kingdom Contract Flooring 9 Blossom Road Plaistow, NH 03865	Atlantic Excavating, LLC 4 Center Drive Dover, NH 03820
Busby Construction Co. 9 Pond Lane Atkinson, NH 03811	Lewis Water Services 44 Stark Lane Litchfield, NH 03052-2456	Barron Brothers. 372 NH Route 11 Farmington, NH 03835
Careno Construction Co. 270 West Rd. Portsmouth, NH 03801	Lyndes Carpet PO Box 441 Dover, NH 03820	Bell & Flynn, Inc. 69 Bunker Hill Ave Stratham, NH 03885
Careno Construction Co PO Box 120 Portsmouth , NH 03820	MacKinnon and Sons Exc P O Box 640 Somersworth NH 03878	Bob Sherwood Landscape 55 Knox Marsh Road Dover, NH 03820
CDM 670 North Commercial Manchester, NH 03101	Mark Carrier Construction, 175 Lincoln Street, Manchester, NH 03103	Brian Turgeon Excavating 237 Green Street Somersworth, N.H. 03878
Chris-Scott Construction 142 Central Ave. Dover, NH 03820	Martinez Road. 290 Daniels Street Fitchburg, MA 01420	Brown Industrial Group, Inc PO Box 638 Berwick, Me 03901
CLD Consulting Engineers, 540 Commercial St. Manchester, NH 03101	Martini Northern 299 Hanover St. Portsmouth, NH 03885	Careno Construction Co. 270 West Rd Portsmouth, NH 03801
Conneston Construction, P.O. Box 7546 Gilford, NH 03247	McGowan Landscape, LLC 106 Smoke Street Nottingham, NH 03290	Construction Summary Of 734 Chestnut Street Manchester, NH 03104
CSSI 513 Donald Street Bedford, NH 03110	Mick Construction Corp. P.O. Box 160 Rollinsford, NH 03869	CPM Constructors 30 Bonney Street Freeport, ME 04032
DeStefano & Associates, 2456 Lafayette Road Portsmouth, NH 03801	Millennium Granite 50 quarry rd wells, maine 04090	Dale R. Sprague Construction Co., Inc. Somersworth, NH 03878



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R - 2010.07.28 – 104**

Resolution Re: B10096 Henry Law-Paul & Wallingford Construction

Dodge Report 500 Dalton Drive, Unit F Colchester, VT 05446-3104	NH Blacktop Sealers, Inc. 58 Priscilla Lane Auburn, NH 03032	DS SABINE LLC 249 Nimble Hill RD Newington, NH 03801
Doucet Survey, Inc. 102 Kent Place Newmarket, NH 03857	NICOM Coatings 140 Industrial Lane Barre, Vermont 05641	E Guimond Construction, 103 Knox Road Bow, Nh 03110
DS SABINE LLC 249 Nimble Hill RD Newington, NH 03801	Nobis Engineering, Inc. 18 Chenell Drive Concord, NH 03301	Four Corners 33 High Street Gilmanton, NH 03237
durell enterprises 211 north haverhill road kensington, nh 03833	Norman R Gagnon 126 Goodwin Road Rollinsford, NH 03869	Green Environmental Inc. 1 New Hampshire Avenue, Portsmouth, NH 03801
E Guimond Construction, 103 Knox Road Bow, Nh 03110	North Branch Construction, 76 Old Turnpike Road Concord, NH 03301	H.P. Fairfield, LLC 94 Sheep Davis Road Pembroke, NH 03275
E. Guimond Construction 103 Knox Rd Bow, NH 03304	NorthEast Earth Mechanics, 159 Barnstead Road Pittsfield, NH 03263	Hissong Development 9 Log Cabin Road Kennebunkport, ME 04046
E.J. Prescott, Inc. 210 Sheep Davis Road Concord, NH 03301	Northeast Masonry 623 Route 3A Bow, NH 03304	J P Towle Construction P O Box 1708 Dover, NH 03821
EI Technologies, LLC 19750 E. Parker SQ Dr. Parker, CO 80134	Northeast Restoration 173 North Road Brentwood, NH 03833	JGE Enterprises, Inc. Po 231A N. Amherst Road
Engelwood Construction PO Box 4793 Manchester, NH 03108	Northway Builders, Inc. 130 Ledge Road, Suite 2 Seabrook, NH 03874	Joel Clough & Son 36 Lovering Rd. North Hampton, NH 03862
EnviroVantage 629 Calef Highway Epping, NH 03042	Phipps Landscape 589 Silver St Rollinsford, NH 03869	Jungle Jim's Landscape & 2100 Dover Rd Epsom , NH 03234



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R - 2010.07.28 – 104**

Resolution Re: B10096 Henry Law-Paul & Wallingford Construction

F. L. Merrill Construction, 619 Sand Road Pembroke, NH 03275	Pike 650 Peverly Hill Road Portsmouth, NH 03801	MacKinnon and Sons P O Box 640 Somersworth , NH 03878
Federal Construction Corp. 50 Salem Street Lynnfield, MA 01940	Project Resource Group, PO Box 43 Francestown, NH 03043	Martini Northern 299 Hanover Street Portsmouth, NH 03801
Four Corners 33 High Street Gilmanton, NH 03237	R. D. Edmunds & Sons, 221 Franklin Street Franklin, NH 03235	Mick Construction P.O. Box 160 Rollinsford, NH 03869
FRANZOSO Land Stone 6 Reubens Driftway Hampton, NH 03842	R.H. White Construction 6 Wright Ave Merrimack, NH 03054	Millennium Granite 50 quarry rd wells, maine 04090
Fulcrum Associates, Inc. 5 Tech Circle Amherst, NH 03031	R.M. Piper, Inc. P.O. Box 490 Plymouth, NH 03264	N. Pandelena Construction 6 Starwood Drive Hampstead, NH 03841
Gove Construction Services PO Box 6606 Portsmouth, NH 03802	Raynor Door Authority of 444 East Industrial Park Dr. Manchester, NH 03109	NorthEast Earth Mechanics, 159 Barnstead Road Pittsfield, NH 03263
GZA GeoEnvironmental, 380 Harvey Road Manchester, NH 03103	Rescon Construction 3 Commercial Lane Unit C Londonderry, NH 03053	Piscataqua Landscaping 26 Maclellan Lane Eliot, Maine 03903
Hannamith Contracting 51 Harvey RD Unit J Londonderry, NH 03053	Ricci Construction 225 Banfield Rd. Portsmouth, NH 03801	Randall Construction 572 Wakefield Rd Union, NH 03887
Harvey Construction Corp 10 Harvey Road Bedford, NH 03110	Rodney Brown, Sr. 395 Hubbard Rd & Berwick, ME 03901	River Valley Dev. Corp. 42 Mallard Lane Dover, NH 03820
Hissong Development Corp 9 Log Cabin Road Kennebunkport, ME 04046	Rule Boston Camera 1284 Soldiers Field Road Boston, MA 02135	S.U.R. Construction PO Box 720 Rochester, NH 03867



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R - 2010.07.28 – 104**

Resolution Re: B10096 Henry Law-Paul & Wallingford Construction

Hi-Way Safety Systems 9 Rockview Way Rockland, MA 02370	S. W. Cole Engineering, 10 Centre Road Somersworth, NH 03878	Spencer Trucking & 279 Green Street somersworth , N.H. 03878
Hi-Way Safety Systems 9 Rockview Way Rockland, MA 02370	Salmon Falls Woodworks 38 A Littleworth Rd Dover , NH 03820	Trimmers Landscaping PO Box 1068 Londonderry, NH 03053
Horne Construction 88 Airport Drive Rochester, NH 03867	Santorelli Construction Inc. P.O.Box 233 Wakefield, Ma 01880	Verde Environmental P.o. Box 246 Raynam, MA 02767
Hutter Construction Corp P.O. Box 257 New Ipswich, NH 03071	Scherbon Consolidated Inc. 40 Haverhill Road Amesbury, Ma. 01913	Wayneslandscaping 159 yorkwoods RD SO. Berwick, ME 03908
Infinite Imaging 903 Central Avenue, Suite 4 Dover, NH 03820	Sealcoating, Inc. 120 Industrial Park Road Hingham, MA 02043	SUR Construction, Inc. PO Box 720 Rochester, NH 03866
J P Towle Construction Crp P O Box 1708 Dover, NH 03821	Sealex P.O. Box 238 Scarborough, Maine 04070	T. Buck Construction, Inc. 249 Merrow Road Auburn, ME 04210
J&B Granite 212a Pembroke Road Concord, NH 03301	Sebastian Septic Service P.O.Box 349 Milton, NH 03851	The Dirt Doctors 709 keith Avenue Pembroke, NH 03275
Jamco Excavators, LLC 84 Exeter Road South Hampton, NH 03827	Spencer Trucking 279 Green Street somersworth , N.H. 03878	Trimmers Landscaping PO Box 1068 Londonderry, NH 03053
Jamco Excavators, LLC 84 Exeter Road South Hampton, NH 03827	Steve Sarette & Son 282 Goffstown Back Road Goffstown, NH 03045	Turgeon Construction, Inc 39 Indigo Hill Rd Somersworth, NH 03878
James J. Welch & Co., Inc. 27 Congress St., Suite 513 Salem, MA 01970	Stone Waleryszak, LLC 119 Front St. Exeter, NH 03833	Wayneslandscaping 159 yorkwoods RD SO. Berwick, ME 03908



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R - 2010.07.28 - 104**

Resolution Re: B10096 Henry Law-Paul & Wallingford Construction

JGE Enterprises, Inc. 24 Eastman Avenue, Ste C4 Bedford, NH 03110-6703	Sundance Sign Co. 89 Oak St Dover, NH 03820	YourSpace Home I 90 Washington st. suite 209 Dover , NH 03820
Weston & Sampson 100 International Drive Suite 152 Portsmouth, NH 03801	Super Floorz 19 Lafayette Rd Hampton, NH 03842	Wooden Window Repair P.O.Box 262 Alton, NH 03809



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R - 2010.07.28 – 105**

Resolution Re: Authorization for Participation in State of NH Drinking Water State Revolving Loan Fund for North End Water Pressure FY11CIP Project

WHEREAS: Annually the City Council desires to make public improvements and finance these improvements through sources deemed most advantageous to the City; and

WHEREAS: On January 27, 2010 the Dover City Council approved the FY11-FY16 six-year Capital Improvements Program (CIP), which included an appropriation in FY11 for North End Water Pressure Improvements and authorized issuing \$2,000,000 in bonds to finance the project; and

WHEREAS: The City has been notified by the State of NH Department of Environmental Services (NH DES) that funding may be available through the Drinking Water State Revolving Fund in conjunction with Federal Stimulus funding; and

WHEREAS: The City has examined and duly considered the provisions of RSA 486:14 and the New Hampshire Code of Administrative Rules Chapter Env-C 510, which relate to loans from the Drinking Water State Revolving Fund and deems it to be in the public interest to file a loan application in lieu of issuing general obligation bonds to finance the FY11 CIP appropriation for the North End Water Pressure Improvements project; and

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

Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover's participation in the NH Drinking Water State Revolving Fund (DWSRF) Program is hereby authorized for financing the North End Water Pressure Improvements project. The City Manager and Finance Director/Treasurer are authorized, on behalf of the City of Dover, to file for participation in the NH DWSRF Program and obtain loans through the program for the North End Water Pressure Improvements project.

NOTE: This resolution requires a duly advertised public hearing and a 2/3 favorable vote of all members for passage with the vote deferred until at least three (3) days after the public hearing.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R - 2010.07.28 – 105**
Resolution Re: Authorization for Participation in State of NH Drinking Water State Revolving Loan Fund for North End Water Pressure FY11CIP Project

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Scott Myers
By Request

Approved as to Legal Form: Allan B. Krans, Sr.
City Attorney

Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Scott Myers		
Deputy Mayor, Dean Trefethen, At Large		
Councilor Robert Carrier, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Jan Nedelka, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Gina Cruikshank, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R - 2010.07.28 – 105**
Resolution Re: Authorization for Participation in State of NH Drinking Water State Revolving Loan Fund for North End Water Pressure FY11CIP Project

RESOLUTION BACKGROUND MATERIAL:

Annually the Dover City Council approves a six-year Capital Improvements Program (CIP). Annually the City Council desires to make public improvements and finance these improvements through sources deemed most advantageous to the City.

On January 27, 2010 the Dover City Council approved the FY11-FY16 six-year Capital Improvements Program (CIP), which included an appropriation in FY11 for North End Water Pressure Improvements and authorized issuing \$2,000,000 in bonds to finance the project.

The City of Dover was previously informed that the North End Water Pressure Improvements project is an eligible project for loan funding through the NH Drinking Water State Revolving Fund (DWSRF) Program (RSA 486:14). However, available loan funds through the DWSRF Program were committed to other projects throughout the State. Recently, the DWSRF Program has notified the City that funding may be available through the DWSRF Program, to include the potential of a portion of the funding coming from ARRA (Federal Stimulus Program). In the event utilization of the DWSRF is most advantageous to the City of Dover, the City Manager and Finance Director/Treasurer will, on behalf of the City, file and participate in the DWSRF in lieu of issuance and sale of general obligation bonds.

Through the American Recovery and Reinvestment Act of 2009 (ARRA), the NH Drinking Water State Revolving Fund program is the recipient of ARRA Capitalization Grant. Under the provision of the ARRA program and the DWSRF program, municipalities are eligible to obtain loans to fund drinking water projects.

An SRF loan (binding commitment) will be required for the total eligible cost of the project. Loan funds will be disbursed throughout the duration of the project by means of disbursement requests submitted to the DWSRF Program by the City. Upon completion of the project, a Supplemental Loan Agreement (SLA) will establish the final terms of the loan and include an amortization schedule for loan repayment. The amortization schedule will also establish the amount of forgiveness based on ARRA funding committed to the project up to a maximum of 50% of each principal repayment. The DWSRF Program has currently estimated 15% level of principal forgiveness is available for the project.

This resolution does not authorize an appropriation. The City Council previously authorized the appropriation of \$2,000,000 for this project in the FY11 CIP on January 27, 2010. This resolution does not authorize an increase in the indebtedness of the City's Water Fund. The City Council previously authorized debt financing the \$2,000,000 on January 27, 2010. This resolution authorizes the City to utilize a different form of debt financing for the project.