



CITY OF DOVER

CITY COUNCIL - AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, December 11, 2013**
Meeting Time: **7:00 pm**

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**
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**
 - A. **November 27, 2013**
 - B. **December 11, 2013**
10. **APPROVAL OF MINUTES**
 - A. **November 13, 2013 – Regular Session**
 - B. **November 20, 2013 – Workshop**
11. **MAYOR'S REPORT**
12. **UNFINISHED BUSINESS**
 - A. **ORDINANCES IN THE 2nd READING – None**
 - B. **ORDINANCES IN THE 3rd READING – None**
 - C. **RESOLUTIONS**
 1. **ADOPTION OF FY2015-2020 CAPITAL IMPROVEMENTS PROGRAM
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST**
 2. **APPROPRIATION FOR FY2015 CAPITAL IMPROVEMENTS PROGRAM –
NON-DEBT FINANCED PROJECTS
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST**



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- 3. APPROPRIATION FOR FY2015 CAPITAL IMPROVEMENTS PROGRAM AND AUTHORIZATION FOR BONDING (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. RESOLUTION: B14014 AWARD OF BID FOR EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE**
SPONSORED BY MAYOR WESTON BY REQUEST
- 2. RESOLUTION: CANVASS OF VOTERS FOR THE NOVEMBER 5, 2013 MUNICIPAL ELECTION**
SPONSORED BY MAYOR WESTON BY REQUEST

COMMITTEE REPORTS

- | | |
|--|---------------------------------------|
| 1. School Board | 7. Solid Waste Advisory Commission |
| 2. Planning Board | 8. Transportation Advisory Commission |
| 3. Appointments Committee | 9. Legislative Liaison |
| 4. Recreation Advisory Board | 10. Pool Advisory Committee |
| 5. McConnell Center Advisory Committee | 11. Parking Commission |
| 6. Arts Commission | |

B. RESOLUTIONS

- 1. SCHOOL STREET PARKING LOT LEASE AMENDMENT**
SPONSORED BY MAYOR WESTON BY REQUEST
- 2. AMENDMENT OF FY2014 FEE SCHEDULE TO ESTABLISH METER AND PERMIT RATES FOR THE TRANSPORTATION CENTER PARKING LOT (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL) (TO BE REFERRED TO A PUBLIC HEARING ON JANUARY 8, 2013)**
SPONSORED BY MAYOR WESTON BY REQUEST
- 3. COUNCIL APPOINTMENTS COMMITTEE GUIDELINES**
SPONSORED BY COUNCILOR CHENEY
- 4. COUNCIL ORDINANCE COMMITTEE GUIDELINES**
SPONSORED BY COUNCILOR CHENEY
- 5. ESTABLISHMENT OF AD-HOC COMMITTEE FOR STUDY OF SUSTAINABLE TURF MANAGEMENT PRACTICES**
SPONSORED BY COUNCILOR SPULER



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6. MERIT PLAN AMENDMENT – PART-TIME DEFINITION
SPONSORED BY MAYOR WESTON BY REQUEST

C. ORDINANCES IN 1ST READING

1. CHAPTER 74 – CEMETERIES
(TO BE REFERRED TO A PUBLIC HEARING ON JANUARY 8, 2013)
SPONSORED BY COUNCILOR CHENEY

14. COUNCIL CORRESPONDENCE

- A. Letter from Megan Miller, dated November 21, 2013**
- B. Notice of Public Hearing from the Town of Deerfield**
- C. Letter from Xfinity, dated November 6, 2013**

15. COUNCIL MATTERS OF INTEREST

16. ADJOURNMENT

CITY MANAGER'S REPORT



November 27, 2013

SUBMITTED BY:

J. MICHAEL JOYAL, JR.
CITY MANAGER

**CITY OF
DOVER, NH**

AVAILABLE ONLINE:

WWW.DOVER.NH.GOV

Dover Business & Industrial Development Authority

Economic Development Overview

Dan Barufaldi

Summary:

Reports from business contacts in the region indicate the economy continues to grow at a pace that varies depending on the sector. Most retailers and manufacturers report moderate increases in revenue while consulting and advertising contacts are experiencing a higher growth level. Residential and commercial real estate markets continue to improve with residential still outpacing commercial. Except for consulting, most firms are doing little to no hiring or only hiring replacements. Prices are virtually unchanged. Companies doing business with the government have, in some cases, been affected by the sequester; other firms are also concerned about the potential effects of the past government shutdown on consumer demand and/or the more over reaching effects of a government shutdown in Q1, 2014 if the debt ceiling issue is not resolved. Small and moderate sized firms are waiting with bated breath to learn what affect the Affordable Healthcare Act will have on their employment policies, costs, and future viability. Dover unemployment remains at a stable 4.3%.

Retail and Tourism:

Retail contacts report year-over-year sales ranging from a 2% decrease to increases in the low single digits. Consumer demand remains strong for apparel, home improvement items, home furnishings, and sporting goods. Online sales continue to grow as an increasing fraction of total sales. Inventories appear to be in good shape and prices are steady. While consumer sentiment seems to have improved over the summer months through mid-September (attributed in part to more positive trends in the housing market) the recent decline in the stock market and the federal government shutdown may put a damper on consumer spending. There is uncertainty about the underlying strength of the economic recovery although it has seemed more stable in Dover than in surrounding communities. Domestic and international leisure travel and corporate business travel and entertaining are quite strong. Hotel occupancy rates, both regionally and in Dover, are better than in previous years. Locally, room prices have not yet been able to rise appreciably. October is New England's busiest travel month so it is hoped the government shutdown will not negatively affect leisure travel locally and the tourism related businesses that rely on it.

Manufacturing and Related Services:

Virtually all manufacturing firms report stable or growing sales during the period. Among those with higher sales, those in the medical and technological areas report double digit sales growth with one advance manufacturing firm expanding sales so fast they are borrowing working capital to keep up with orders. The rest of the firms report year-on-year sales growth in the low single digits, and for these firms, small changes is significant. For some of these, a 1% shortfall in projected sales can impose severe cost cutting requirements and a hiring freeze or small layoffs.

Globally, China has stabilized but some other emerging markets (Brazil and India) have declined. China is experiencing severe air and water quality restrictions on operations that could affect future stability and popular backlash against the governments' environmental policies or lack thereof. A firm in the semiconductor industry reports that an unusually long down cycle in sales appears to have come to an end. Sales have returned to their former peak achieved in 2010.

About 70% of contacts say they are keeping employment steady and only hiring for replacement or for key needs. A local firm has hired an increase of 45% in their workforce in the past year. The outlook ranges from fair to very good depending on the tech and market actions of the firms. Locally, we are enjoying to some degree, the exodus of tech firms from California. A contact in publishing expects slow growth in the next 12 to 18 months and is nervous there is "another little slowdown" here. Many others are quite optimistic.

Selected Business Services:

Consulting and advertising contacts report a strong third quarter, consistent with sustainability, but not rapidly growing economy. Healthcare consultants are enjoying the strongest results with firms running scared about the potential effects of the Affordable Care Act. Consolidation of providers is helping to fuel that sector as is adoption of new technology, compliance with new regulations and the need for organizational change due to the structural shifts in the industry. Demand for economic consulting remains strong and strategy consultants report that "the economy is slowly picking up steam". Marketing contacts estimate industry wide growth at 6-7% driven by large corporate orders and a shift in demand for higher value items as companies have more to spend on marketing and branding. A government consultant reports a slight drop in revenues and a smaller backlog as the sequester continues to reduce agencies' abilities to purchase services. Most firms annual salary adjustments range from 2-4%. A majority report minimal increases in health insurance costs, but two report large increases. Firms own increases are 3-5%. Economic and healthcare consulting firms have been increasing employment by 10-15% on an annual basis, strategy consultants closer to 5%, while marketing and government consultants report little or no hiring.

Growth at or moderately above the current level is expected as long as the economy does not experience a shock. Except for government contractors, no contacts are worried about the sequester. European uncertainty is fading, but several remain concerned about the debt ceiling potential financial crisis.

Commercial Real Estate:

Regional and local commercial real estate markets are being described as stable or slightly strengthening. Leasing fundamentals are improving across diverse factors including office and assisted living facilities. Investment sales continue up from an already strong pace. Redevelopment activity remains strong locally while local leasing activity remains unchanged. Office space construction is negligible. Demand for multifamily properties remained strong. Office space footprints are not expanding for most firms. Local investment sales are likely to slow with higher interest rates.

Residential Real Estate:

Residential real estate contacts say markets continue to strengthen and they are "cautiously optimistic" about the outlook. In New Hampshire, realtors are no longer talking about returning to a "non-recession" market, but are stating that market conditions have returned to normal. August and September sales of single family homes and condominiums continued to increase across the region compared to the previous year at this time. Market participants continue to watch interest rates closely. Where current market conditions are largely driven by first time buyers, higher interest rates could slow sales. Locally, higher rates may be boosting sales temporarily as buyers attempt to lock in lower rates. Median prices for single family homes and condominiums rose relative to this time last year. New Hampshire sources say they are experiencing "more balance between buyers and sellers rather than it being a buyers or sellers market at present. While 2013 is regarded as a "turnaround year", realtors fear that any economic shock could stall the recovery. In addition, the Biggert-Waters Flood Insurance

Reform Act of 2012 is regarded as a negative influence on housing markets because a lack of affordable flood insurance values to fall and buyers to delay or decline in the newly redrawn flood zones.

Non-local content contains excerpts from the Federal Reserve Beige Book-Boston.

Office of General Legal Counsel Summary of Matters

GENERAL SUMMARY OF MATTERS OF THE OFFICE OF GENERAL LEGAL COUNSEL

The Office of General Legal Counsel provides legal support to City Council, City Manager, city staff and volunteers on the boards, commissions and committees of the City of Dover to assist efforts to provide services to constituents/customers. In addition, legal support is provided to the Dover School Board, the Superintendent of Schools and school staff.

Legal support levels are tracked. The tracking of legal support efforts revolves around legal services called "Matters" (legal questions and issues raised by staff and all other sources), litigation, legal documents (contracts, deeds etc.), resolutions, and responses to Right to Know requests.

REVIEW OF LEGAL SUPPORT SERVICES FOR THE MONTH: October 2013

	Current Month	FY2014	FY2013	FY2012
Legal Matters/Questions Handled	23	61	302	360
Document Creation & Review	19	50	145	126
Right to Know Requests Processed	6	19	43	61
Resolutions	4	16	31	23
Ordinances	1	2	14	12

SIGNIFICANT DEVELOPMENTS, TRENDS AND MATTERS:

Right to Know requests pursuant to RSA 91-A for the month:

- Covina, CA – delinquent taxes
- Dover, NH – covered bridge
- Alson, NH – emails
- Dover, NH – report for Police Facility Building Committee
- Boston, MA – Financial RFP

- Assistance to the City Council: drafting/review of resolutions and ordinances, vacancy of mayor.
- Assistance to Community Services Department: engineering fees, cemetery issue
- Assistance to Finance Department: liens, foreclosure, subpoena, auditor report, potential claim
- Assistance to Police: storage center
- Assistance to Planning: Conservation Easement issue, parking lot lease issue
- Assistance to School Department: right to know
- Assistance to Executive: class action matter, termination of sewage services, outside legal fees, citizen complaint, cell tower lease matter, Administrative Service Agreement
- Assistance to the City Manager: review of documents for signature; 91-A requests

The role of the Office of General Legal Counsel is to represent the corporation as a whole including the City Council, the City Manager and the Departments. The focus of the Office of General Legal Counsel 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 General Legal Counsel 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.

The use of outside counsel to handle specialty matters continues and consists of counsel involved in environmental matters(Attorney Peltonen) and labor negotiations(Attorney Broth).There are a small number of other attorneys hired on a variety of smaller matters.



CITY OF DOVER

CITY COUNCIL - MINUTES

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Meeting Date: **Wednesday, November 13, 2013**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Spuler led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Deputy Mayor Carrier, Councilor Cheney, Councilor Crago, Councilor Garrison, Councilor Hooper, Councilor Spuler, and Councilor Weston. Councilor Weeden arrived at 7:10 pm.

Also Present: City Manager Joyal, General Legal Counselor Blenkinsop, and Deputy City Clerk Mistretta.

Councilor Cheney moved to suspend the rules to discuss Mayor selection and hold a Council vote for Mayor; seconded by Councilor Garrison.

Roll Call Vote: 7/0.

Deputy Mayor Carrier went over the background for filling the position of Mayor after Mayor Trefethen's resignation. He asked if there was a motion to select a Councilor to fill the position.

Councilor Cheney nominated Councilor Weston; seconded by Councilor Crago.

Deputy Mayor Carrier asked Councilor Weston if she accepted the nomination.

Councilor Weston responded that she would accept the nomination.

Roll Call Vote for the Election of Mayor: 7/0.

Councilor Weston was sworn in as Mayor, and she signed her Oath of Office.

Mayor Weston took her seat and proceeded with the meeting.

5. PROCLAMATIONS/AWARDS – None

6. APPROVAL OF AGENDA

Councilor Garrison moved to add two raffles permits: Dover High School Girls Basketball Boosters and Great Bay Figure Skating Club.

Mayor Weston said they will be items 13.A.5. and 13.A.6. on the Agenda.

Deputy Mayor Carrier moved to approve the Agenda as amended; seconded by Councilor Garrison.

Vote: 8/0.



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7. PUBLIC HEARINGS

A. CHAPTER 1 – GENERAL PROVISIONS (et al)

SPONSORED BY COUNCILORS CHENEY, WEEDEN, AND WESTON

Mayor Weston, 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.

Bart Jordan; 303 Central Towers: He complained about the previous meetings minutes regarding his comments at the Citizen's Forum. He said he spoke from the heart and soul and it wasn't reflected in the minutes. He said he truly loves the City.

Christopher Baker, 56 Horne Street: He spoke in support of Item 13.A.4., regarding the Walters Disc Golf Emporium.

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

9. CITY MANAGER'S REPORT

City Manager Joyal said he submitted his report in writing, and discussed a few items with the Council. He said the City's tax rate has been set at \$25.97, tax bill are being processed, and the first half will be due in the middle of December. He brought up the electrical issue at the Rotary Garden, which is affecting the Christmas lighting. He said they hope to have it fixed by the holiday season. He added that this issue is not affecting the regular streets lights. He also praised the Dover Fire Department for their recent rescue of a woman trapped on the second floor of a house fire on Cushing Street. She is recovering well from her burns. He said the Fire Department was being recognized tonight for their efforts.

Councilor Garrison asked about the Arch Street closure and how long it will be closed.

City Manager Joyal said it's utility work that needed to be completed and the road has been closed during the day while construction is being completed. He said it started today and they hope to have it finished tomorrow or Friday.

Councilor Crago referred to Page 3 of the City Manager's report and the CIP resolution they will be discussing later on the agenda, and asked about the status of creating a TIF (Tax Increment Financing) district and Parking Garage.

City Manager Joyal said there is no recommendation as of yet, but they were conducting a study on the pros and cons for a TIF. He said they hope to have that completed and a proposal brought to the Council after the first of the year. His discussed some of the options being presented to the City, but added that it will be on the agenda for a more indepth discussion at next week's City Council Workshop. He said the vote on the resolution will not happen until December 11, 2013, giving the Council and citizens a chance to learn about it.



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Meeting Type: **Regular Meeting**
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Deputy Mayor Carrier asked about the status of the Central Avenue Bridge deck repair. City Manager Joyal said the membrane under the deck needed to be repaired. He said they just started work on it, but it should be completed in a few days.

Councilor Cheney referred to Pages 5 and 17 regarding Youth to Youth program and D.A.R.E., and congratulated both programs. She said she attended the New Hampshire Municipal Association event, which was very well presented. She said she voted on behalf of the Council for Councilor Garrison to continue on the New Hampshire Municipal Association's Board of Directors.

Deputy Mayor Carrier moved for the approval of the City Manager's Report; seconded by Councilor Crago.

Vote: 8/0.

10. APPROVAL OF MINUTES

A. October 16, 2013 – Workshop with the Planning Board

B. October 23, 2013 – Regular Session

Deputy Mayor Carrier moved for the approval of the Minutes; seconded by Councilor Crago. Councilor Cheney said she didn't have any changes, but spoke to the Citizen's Forum comments and said she felt Mr. Jordan did speak from the heart.

Vote: 8/0.

11. MAYOR'S REPORT

Mayor Weston said she attended the Veteran's Day affair here at City Hall. She said it was a moving event and showed how important veterans are. She said as Mayor she will begin serving on the Dover Business and Industrial Development Authority (DBIDA) and the Appointments Committee. She said she will step down from serving on the Ordinance Committee and asked if a councilor wished to take her place.

Councilor Crago said he was willing to serve on the Ordinance Committee.

Deputy Mayor Carrier moved to accept the Mayor's Report; seconded by Councilor Weeden.

Vote: 8/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING – None

B. ORDINANCES IN THE 3rd READING

1. CHAPTER 1 – GENERAL PROVISIONS (et al)

SPONSORED BY COUNCILORS CHENEY, WEEDEN, AND WESTON

Councilor Cheney moved for its adoption; seconded by Councilor Crago.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Regular Meeting**
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Councilor Cheney gave an overview of the Ordinance to the Council. She gave a presentation on her handout for a proposed revision control techniques. Councilor Weeden talked about all the work that went into this process. He thanked Councilor Cheney for all her hard work. Councilor Cheney moved to make an amendment to change "To Be Determined" and replace with "Karen Weston" as Mayor, and to take her name off as Councilor at Large and replace with "Vacant"; seconded by Councilor Weeden.
Vote: 8/0.
Mayor Weston asked for a roll call vote on the amended Ordinance.
Roll Call Vote: 8/0.

City Manager Joyal said the City Clerk will be asking the Council to sign the signature page at the next City Council's meeting. He asked the Councilors to return their current green books to the City Clerk's office. General Legal Counselor said the City Clerk will be putting in a publication of the Code Book in Foster's. That will make this official.

Mayor Weston said this now triggers the Ordinance Committee to begin their work. City Manager Joyal said this sunsets the Ordinance Codification and Verification Committee. He went over the process of the new Ordinance Committee. Councilor Cheney said she has brought forward the proposed rules for the Ordinance Committee and Appointments Committee.

C. RESOLUTIONS – None

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. TAG: St. Jude's Children's Hospital**
- 2. RESOLUTION: OFFICE SUPPLIES WB MASON**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST
- 3. RESOLUTION: APPROVAL OF BeFREE COMMUNITY CHURCH LEASE, McCONNELL CENTER, ROOM 340**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST
- 4. RESOLUTION: APPROVAL OF WALTERS DISC GOLF EMPORIUM, LLC LEASE, AT THE BELLAMY PARK BUILDING**
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST
- 5. RAFFLE - Dover High School Girls Basketball Boosters**
- 6. RAFFLE - Great Bay Figure Skating Club.**



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COMMITTEE REPORTS

- | | |
|--|---|
| 1. School Board | 7. Solid Waste Advisory Commission |
| 2. Planning Board | 8. Transportation Advisory Commission |
| 3. Appointments Committee | 9. Legislative Liaison |
| 4. Recreation Advisory Board | 10. Pool Advisory Committee |
| 5. McConnell Center Advisory Committee | 11. Parking Commission |
| 6. Arts Commission | 12. Ordinance Codification and Verification Committee |

Deputy Mayor Carrier moved to approve the Consent Calendar.
 Mayor Weston asked the Council if they had items they would like pulled for further discussion.
 Councilor Hooper asked to pull the School Board Report.
 Councilor Cheney asked to pull Items 13.A.3. and 13.A.4.
 Mayor Weston asked for a roll call vote on the remaining items of the Consent Calendar.
 Roll Call Vote: 8/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.3.; seconded by Councilor Cheney.
 Councilor Cheney asked if this was a standard lease.
 Recreation Director Bannon said it was a standard lease.
 Roll Call Vote: 8/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.4.; seconded by Councilor Garrison.
 Several Councilors gave their support.
 Mayor Weston asked for an explanation on what is disc golf.
 Mr. Baker gave an overview to the Council about the sport. It's also known as Frisbee golf.
 City Manager Joyal said it was a nice addition to the City's recreation activities.
 Roll Call Vote: 8/0.

Councilor Hooper gave an overview of the School Board Report to the Council.
 Deputy Mayor Carrier moved for the approval of the School Board Report; seconded by Councilor Garrison.
 Vote: 8/0.

B. RESOLUTIONS

1. ACCEPT DOWNTOWN RECREATION IMPROVEMENTS
 SPONSORED BY COUNCILOR WEEDEN

Councilor Weeden moved for its adoption; seconded by Councilor Garrison.
 Councilor Weeden gave a quick overview of the resolution to the Council.
 Planning Director Parker went into greater detail on the impact fees and the project.



CITY OF DOVER

CITY COUNCIL - MINUTES

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2. HUGGINS TRUST CONSERVATION EASEMENT, DOVER – AMENDMENT SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Weeden.
City Manager Joyal gave an overview of the resolution to the Council.
Planning Director Parker said the Conservation Commission has approved this resolution.
He also gave an overview of the previous subdivision and the amendment in this resolution.
Vote: 8/0.

3. ENVIRONMENTAL PROJECTS CONSULTING SERVICES AGREEMENT SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Garrison.
City Manager Joyal gave an overview of this resolution to the Council. He said it was very advantageous to the City to continue this consulting agreement with Mr. Peschel's firm.
Roll Call Vote: 8/0.

4. ECONOMIC DEVELOPMENT SERVICES AGREEMENT SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Hooper.
City Manager Joyal gave an overview of this resolution to the Council.
Several Councilors spoke in favor of continuing the services with Economic Developer Director Barufaldi and DBIDA.
Councilor Cheney asked about the differences in the contract.
Economic Developer Director Barufaldi said the only changes were to change what they will be doing when they begin this process and change it to what they are doing now as an established committee.
Roll Call Vote: 8/0.

5. MERIT PLAN AMENDMENT – PART-TIME DEFINITION SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Weeden.
City Manager Joyal gave an overview of this resolution to the Council. He said it didn't affect any current personnel in the City.
Vote: 8/0.



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**6. ADOPTION OF FY2015-2020 CAPITAL IMPROVEMENTS PROGRAM
(TO BE REFERRED TO A PUBLIC HEARING ON DECEMBER 4, 2013 AND
COUNCIL VOTE ON DECEMBER 11, 2013)
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST**

Deputy Mayor Carrier moved it to be referred to a Public Hearing on December 4, 2013 and a City Council vote on December 11, 2013; seconded by Councilor Hooper. Councilor Spuler referred to traffic calming measures on the CIP and asked that Chestnut Street be addressed further. He spoke of an incident where someone was almost hit crossing Chestnut Street on Election Day.

Vote: 8/0.

**7. APPROPRIATION FOR FY2015 CAPITAL IMPROVEMENTS PROGRAM –
NON-DEBT FINANCED PROJECTS
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON DECEMBER 4, 2013 AND
COUNCIL VOTE ON DECEMBER 11, 2013)
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST**

Deputy Mayor Carrier moved it to be referred to a Public Hearing on December 4, 2013 and a City Council vote on December 11, 2013; seconded by Councilor Crago.

Vote: 8/0.

**8. APPROPRIATION FOR FY2015 CAPITAL IMPROVEMENTS PROGRAM AND
AUTHORIZATION FOR BONDING
(REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON DECEMBER 4, 2013 AND
COUNCIL VOTE ON DECEMBER 11, 2013)
SPONSORED BY DEPUTY MAYOR CARRIER BY REQUEST**

Deputy Mayor Carrier moved it to be referred to a Public Hearing on December 4, 2013 and a City Council vote on December 11, 2013; seconded by Councilor Hooper.

Vote: 8/0.

C. ORDINANCES IN 1ST READING – None

14. COUNCIL CORRESPONDENCE

- A. Letter from Planning Director Parker confirming Planning Board's approval of the CIP, dated October 23, 2013.**
- B. Letter from Xfinity dated October 31, 2013.**

Deputy Mayor Carrier moved to place correspondence on file; seconded by Councilor Garrison.
Vote: 8/0.



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15. COUNCIL MATTERS OF INTEREST

Councilor discussed the draft proposals she handed out to the Council regarding the guidelines for the Ordinance Committee and Appointments Committee.

Deputy Mayor Carrier said the Appointments Committee will be meeting next week. He also spoke about the Greater Dover Chamber of Commerce event held at Jewelry Creations.

16. ADJOURNMENT

Deputy Mayor Carrier moved to adjourn; seconded by Councilor Crago.
Vote: 8/0.

Handouts have been archived with the Minutes.

Revision Controls

Guidelines for the Council Standing Ordinance Committee

Guidelines for the Council Standing Appointments Committee



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, November 20, 2013**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Deputy Mayor Carrier led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Cheney, Councilor Crago (left at 7:48 pm), Councilor Garrison, Councilor Hooper. Councilor Spuler arrived at 7:10 pm.

Absent: Councilor Weeden

Also Present: City Manager Joyal, General Legal Counselor Blenkinsop, and City Clerk Lavertu.

5. DISCUSSIONS

A. POLICE FACILITY BUILDING COMMITTEE UPDATE

Deputy Mayor Carrier introduced William Gatchell from Lavellee/Brensinger Architects.

Mr. Gatchell gave a PowerPoint presentation to the Council regarding the design of the new Police/Parking Garage Facility. He also answered questions from the Council regarding the design, traffic flow, security, and the construction impact to other businesses.

Deputy Mayor Carrier discussed the process the Committee has taken and how they came up with this plan.

Councilor Cheney moved to suspend the rules to allow for a Citizen's Forum on this topic alone at this time. She withdrew her motion to continue Council discussion.

Planning Director Parker spoke to the traffic flow concerns.

Councilor Cheney moved to suspend the rules to allow for a Citizen's Forum on this topic along at this time.

Councilor Garrison said he would second the motion after Council discussion has been completed.

Councilor Cheney withdrew her motion.

City Manager Joyal gave an overview regarding why the Orchard Street site was chosen.

Mr. Gatchell spoke to the concerns that have been brought up to the Police Facility Building Committee and City Council regarding this project.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, November 20, 2013**
Meeting Time: **7:00 pm**

Councilor Cheney moved to suspend the rules to allow for a Citizen's Forum on this topic alone at this time; seconded by Councilor Garrison.

She said she was asking for this because this Workshop had several topics and felt it was in good faith to have citizen's wait for additional topics to speak to the Council.

Roll Call Vote: 6/0.

Barbara Hay, Cochecho Park Apartments Resident: She spoke about her concerns with traffic in the Chestnut Street and Orchard Street area. She said they have a petition against the building that everyone in the building has signed. They were concerned with air quality, and said EPA supports her belief that the air quality will be poor. She said they were concerned with the loss of parking. She said they have attended a lot of the Police Facility Building Committee meetings and haven't been in the minutes. She said they don't want the police station in their backyard.

Mayor Weston, seeing no one else wishing to speak, closed this Citizen's Forum session.

B. ECONOMIC DEVELOPMENT BUSINESS PARK

Economic Development Director Barufaldi spoke to the Council about the need for a second Business Park in Dover.

Planning Director Parker referred to Page 115 of the Capital Improvements Program (CIP) book, which covers a second Enterprise Park. He gave an overview on the advantages of building a second business park. He said they need to discuss this before it bypasses Dover and goes to another city. He showed a map which highlighted proposed areas for a second business park on Mast Road.

Deputy Manager Carrier said he felt it was a great idea to do this planning.

Councilor Cheney spoke to her concern about this location and asked about the chemicals that they are in the ground water and how the water is affected.

Planning Director Parker said this whole area is sensitive and they are going to be very particular about what type of businesses will be moving in this business park.

Economic Development Director Barufaldi said the chemicals that are a concern are a problem in drinking water. He said they are attracting businesses that want a campus atmosphere.

City Manager Joyal spoke about moving the Griffin Well.

C. CAPITAL IMPROVEMENTS PROGRAM (CIP)

City Manager Joyal referred to his handout to the Council and gave an overview of three special revenue projects in the CIP: Enterprise Park, Development Park, and Parking Garage.

He discussed the funding options for the Police Facility/Parking Garage, which doesn't use existing tax dollars. He spoke about the Tax Increment Financing (TIF) study that should be brought before the Council early next year. He gave an overview of how TIF districts work, which is intended to use as a tool for economic development. He discussed another option



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: Workshop Session
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, November 20, 2013**
Meeting Time: **7:00 pm**

which is the New Market Tax Credits, which could shave 30 to 39% off this project. He said he is looking into this to see if the City qualifies, and they will know some time next year.

6. CITIZEN'S FORUM

Citizens are invited to speak on the subject matter of the Workshop. Statements shall be limited to five minutes.

Timothy Dargan, Chairperson for the Dover Business and Industrial Development Authority (DBIDA): He said DBIDA was in favor of the Police Facility/Parking Garage project. He said personally he was in favor of a second Enterprise Park, but asked the Council to use caution with limitations.

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

7. ADJOURNMENT

Deputy Mayor Carrier moved to adjourn; seconded by Councilor Hooper.
Vote: 6/0.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2013.11.13 - 134**
Resolution Re: Adoption of FY2015-2020 Capital Improvements Program

- WHEREAS: The Capital Improvements Program (CIP) serves as the City’s long range planning document for the purchase or construction of capital assets; and
- WHEREAS: The CIP anticipates the scheduling and financing over the course of the next six years of individual capital related projects with an estimated annual aggregate cost of \$25,000 or more and useful life of three years or greater; and that
- WHEREAS: The CIP is updated annually following review by the Planning Board and adoption by the City Council;

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

The Proposed Capital Improvements Program for Fiscal Year 2015-2020 reflected in the attached document is hereby adopted.

NOTE: This resolution requires a duly advertised public hearing.

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 12/5/13*
Daniel R. Lynch
Finance Director

Sponsored by: Deputy Mayor Robert Carrier
By request

Approved for Legal Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk *Karen Lavertu*

DOCUMENT HISTORY:

Document Created by: Finance
Document Posted on: December 5, 2013

2013.11.13 Adoption of FY2015 2020 CIP Resolution
Page 1 of 3



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2013.11.13 - 134**

Resolution Re: Adoption of FY2015-2020 Capital Improvements Program

First Reading Date:
Approved Date:

Public Hearing Date:
Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor At Large (vacant)		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2013.11.13 - 134**

Resolution Re: Adoption of FY2015-2020 Capital Improvements Program

RESOLUTION BACKGROUND MATERIAL:

This resolution establishes the attached FY2015 through FY2020 Capital Improvements Program. This resolution only recognizes and adopts a financial and operational planning document for the City's infrastructure over the course of the next six years and does NOT authorize funding for projects. The FY2015 – FY2020 CIP projects and their anticipated schedule for funding are reflected in the attached document.

Capital Improvements Program - FY2015-2020

PROPOSED

All Projects								
BOLD = New Project			* = Multi Category Project					
UNDERLINED = Change in Schedule			ITALIC = \$ Change					
PROJECT DESCRIPTION	2015	2016	2017	2018	2019	2020	Total	Finance Method

GENERAL GOVERNMENT								
Transfer to Capital Reserve - Infrastructure & Equip	575,000	575,000	575,000	575,000	575,000	575,000	3,450,000	OB
Cemetery Improvements	30,000		550,000				580,000	RF/DF
City Hall Council Chambers HVAC	80,000						80,000	OB
<u>City Hall Roof/Atrium/Tower Repairs</u>	120,000		100,000	100,000			320,000	DF
Citywide HVAC Systems Control Modules Replacement		50,000	50,000	50,000			150,000	OB
Chapel Restoration			200,000				200,000	OB
TOTAL GENERAL GOVT.	805,000	625,000	1,475,000	725,000	575,000	575,000	4,780,000	
POLICE								
Police Cruiser Replacement Program	126,000	126,000	126,000	126,000	126,000	126,000	756,000	RF
TOTAL POLICE	126,000	126,000	126,000	126,000	126,000	126,000	756,000	
FIRE & RESCUE								
Bunker Gear Replacement	135,200						135,200	RF
Replace South End Station Roof	30,000						30,000	RF
<u>Self Contained Breathing Apparatus Replacement</u>	265,742						265,742	RF
<u>Cardiac Monitor & Defibrillators Replacement</u>		120,000					120,000	RF
Staff Vehicle Replacement		47,500					47,500	RF
Ambulance Replacement			176,603				176,603	RF
Command Vehicle Replacement			50,000				50,000	RF
Replacement of South End Paving			46,232				46,232	RF
<u>Central Station Improvements</u>				110,000			110,000	RF
Fire Quint/Pumper Replacement					600,000		600,000	RF
North End Station Traffic Light Improvements					85,000		85,000	RF
Air Compressor for Filling SCBA bottles						65,000	65,000	RF
Heating Plant South End Station						45,000	45,000	RF
TOTAL FIRE & RESCUE	430,942	167,500	272,835	110,000	685,000	110,000	1,776,277	
COMMUNITY SERVICES - PUBLIC WORKS								
PW Heavy Equipment	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000	RF
General Streets Improvements	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	10,800,000	OB
General Sidewalk Improvements	100,000	100,000	100,000	100,000	100,000	100,000	600,000	OB
Bridge Improvements	100,000	100,000	100,000	100,000	100,000	100,000	600,000	OB
Drainage System Improvements	150,000	150,000	150,000	150,000	150,000	150,000	900,000	OB
TIP - Traffic Calming Improvements	75,000	75,000	75,000	75,000	75,000	75,000	450,000	RF
Traffic Signal Upgrades	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
<u>Old Colony Road Drainage</u>	50,000						50,000	OB
Railroad Crossing Improvements	700,000						700,000	GR/RF
<u>Street Reconstruction - Oak/Broadway Area*</u>	250,000						250,000	DF
Street Reconstruction - Silver Street*	3,000,000					500,000	3,500,000	DF
<u>Street Reconstruction - Tanglewood Drive*</u>	50,000		335,000				385,000	DF
<u>Street Reconstruction - Watson Road</u>	200,000	1,052,000	100,000				1,352,000	DF
Street Reconstruction - Bellamy Road		50,000		200,000			250,000	DF
Street Reconstruction - Broadway RR Culvert		2,000,000					2,000,000	DF
Street Reconstruction - Floral Avenue & Brick Street*		50,000		200,000			250,000	DF
<u>Street Reconstruction - Nelson Street*</u>		425,000					425,000	DF
TIP - Replace Oak Street Railroad Bridge		351,000	2,433,000				2,784,000	RF/GR
Bridge Replacement - County Farm			250,000				250,000	DF
EMS Computer Software Upgrade			25,000				25,000	OB
Intersection Reconstruction - Sixth/Venture			50,000		200,000		250,000	DF
<u>Street Reconstruction - Atlantic Avenue</u>			1,300,000				1,300,000	DF
<u>Street Reconstruction - Piscataqua/Rabbit Road*</u>			200,000		1,500,000		1,700,000	DF
Street Reconstruction - Richardson Drive			500,000				500,000	DF
<u>Street Reconstruction - Roberts Road*</u>			164,000	376,000	15,000		555,000	DF
Downtown Traffic Efficiency Improvements				750,000			750,000	DF
<u>Sidewalk - Upper Whittier Street</u>				25,000	51,000	199,000	275,000	DF
<u>Bridge Replacement - Route 108</u>					200,000		200,000	DF
Street Reconstruction - Elm/Summer/Belknap					200,000		200,000	DF
Street Reconstruction - Keating/Birchwood					100,000		100,000	DF
<u>Street Extension - Washington Street</u>					150,000	1,000,000	1,150,000	DF
Street Reconstruction - Spur Road*						500,000	500,000	DF
<u>Tuttle Square Traffic Improvements</u>						150,000	150,000	DF
TOTAL COMM SERV - PW	6,750,000	6,428,000	7,857,000	4,051,000	4,916,000	4,849,000	34,851,000	
CULTURE & RECREATION								
Transfer to Capital Reserve - Park/Playground Imprv.	112,500	112,500	112,500	112,500	112,500	112,500	675,000	OB
<u>Arena Locker Room & Foster Rink Improvements</u>	15,000		350,000				365,000	DF
<u>Park Improvements - Guppey Park Field</u>	50,000		300,000				350,000	DF
Park Improvements - Henry Law Park	125,000						125,000	RF

Capital Improvements Program - FY2015-2020

PROPOSED

All Projects								
BOLD = New Project			* = Multi Category Project					
UNDERLINED = Change in Schedule			ITALIC = \$ Change					
PROJECT DESCRIPTION	Fiscal Year						Total	Finance Method
	2015	2016	2017	2018	2019	2020		
<u>Park Infrastructure Replace/Maintenance</u>		100,000				100,000	200,000	RF
<u>Park Improvements - Amanda Howard</u>			130,000				130,000	RF
<u>Indoor Pool Lighting</u>				150,000			150,000	RF
<u>Park Improvements - Maglaras Park</u>				200,000	300,000	300,000	800,000	DF
Dunaway Field Turf Replacement (split City/School)				500,000			500,000	DF
<u>Henry Law Park Riverwalk Improvements</u>					112,500		112,500	RF
TOTAL CULTURE & RECREATION	302,500	212,500	892,500	962,500	525,000	512,500	3,407,500	
PUBLIC LIBRARY								
Library Books and Collections	124,720	127,742	130,854	134,060	137,362	140,763	795,501	OB
Air Conditioning System			118,500				118,500	OB
TOTAL PUBLIC LIBRARY	124,720	127,742	249,354	134,060	137,362	140,763	914,001	
TOTAL CITY DEPARTMENTS	8,539,162	7,686,742	10,872,689	6,108,560	6,964,362	6,313,263	46,484,778	
EDUCATION								
Facilities/School Maintenance and Repairs	50,000	50,000	50,000	50,000	50,000	50,000	300,000	OB
Garrison Elementary School - Roof Replacement	602,000						602,000	DF
High School & Dunaway Field Improvements	571,500	4,000,000	9,000,000	9,400,000			22,971,500	DF
Regional Career Tech Improvements	328,500	8,000,000	4,000,000				12,328,500	DF
Middle School - Roof Shingles Replacement					506,250		506,250	DF
TOTAL EDUCATION	1,552,000	12,050,000	13,050,000	9,450,000	556,250	50,000	36,708,250	
TOTAL GENERAL FUND	10,091,162	19,736,742	23,922,689	15,558,560	7,520,612	6,363,263	83,193,028	
SPECIAL REVENUE FUNDS								
Downtown Parking System Improvements	500,000	11,000,000					11,500,000	DF
Parking Deck - Third Street	100,000	200,000	1,200,000				1,500,000	DF
Economic Development Park	1,300,000	150,000		1,000,000			2,450,000	DF
McConnell Center - Trim Repairs/Painting						120,000	120,000	OB
TOTAL SPECIAL REVENUE FUNDS	1,900,000	11,350,000	1,200,000	1,000,000	0	120,000	15,570,000	
COMMUNITY SERVICES - WATER FUND								
Transfer to Capital Reserve	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	OB
Water Exploration	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
Water Heavy Equipment Replacement	40,000	40,000	40,000	40,000	40,000	40,000	240,000	RF
Water Main Replacement - City Wide	75,000	75,000	75,000	75,000	75,000	75,000	450,000	RF
Water Meter Replacement	100,000	100,000	100,000	100,000	100,000	100,000	600,000	OB
Water Treatment Plant & Well Equipment	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
Light Vehicle Replacement (Split with Sewer)	12,500	12,500	12,500	12,500	12,500	12,500	75,000	OB
Wellhead Protection	100,000	100,000	100,000	100,000	100,000	100,000	600,000	RF
<u>Water Main Replacement - Oak/Broadway Area*</u>	125,000						125,000	RF
Water Main Replacement - Silver Street*	850,000						850,000	DF
Water Main Replacement - Spaulding Turnpike	1,500,000						1,500,000	GR
Water System Facilities Upgrade	1,500,000	1,500,000					3,000,000	DF
Water Main Replacement - Nelson Street*		200,000					200,000	RF
Water Main Replacement - Union Street		150,000					150,000	RF
Water Main Replacement - Main St/Washington St			100,000		1,000,000		1,100,000	DF
Water Main Replacement - Piscataqua/Drew Rds*			200,000		2,000,000		2,200,000	DF
Water Main Replacement - Richardson Drive			40,000				40,000	RF
<u>Water Main Replacement - Tanglewood Drive*</u>			50,000				50,000	RF
Water Main Replacement - Keating/Birchwood*					50,000		50,000	RF
Water Main Replacement - Spur Road*						100,000	100,000	RF
TOTAL WATER FUND	4,977,500	2,852,500	1,392,500	1,002,500	4,052,500	1,102,500	15,380,000	
COMMUNITY SERVICES - SEWER FUND								
Transfer to Capital Reserve	500,000	500,000	500,000	500,000	500,000	500,000	3,000,000	OB
Inflow/Infiltration Study/Mitigation	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000	RF
Pump Station Equipment Replace-Maint.	75,000	75,000	75,000	75,000	75,000	75,000	450,000	OB
Sewer Heavy Equipment Replacement	40,000	40,000	40,000	40,000	40,000	40,000	240,000	RF
Sewer Main Replacements - City Wide	150,000	150,000	150,000	150,000	150,000	150,000	900,000	RF
Light Vehicle Replacement (Split with Water)	12,500	12,500	12,500	12,500	12,500	12,500	75,000	OB
Force Main Charles St. Pump Station	75,000						75,000	RF
<u>Sewer Main - Oak/Broadway Area</u>	75,000						75,000	RF
Sewer Main Replacement - Spaulding Turnpike	1,500,000						1,500,000	DF
Pump Station Replacement - Leighton Way		350,000					350,000	DF
Pump Station Upgrade - Varney Brook		100,000					100,000	RF
<u>Sewer Main - Nelson Street*</u>		150,000					150,000	RF
Sewer Main Replacement - Floral Avenue/High Ridge*		75,000					75,000	RF
Sewer Main Replacement - Keating/Birchwood*					50,000		50,000	RF
Pump Station Upgrade - Piscataqua					150,000		150,000	RF
TOTAL SEWER FUND	2,727,500	1,752,500	1,077,500	1,077,500	1,277,500	1,077,500	8,990,000	
TOTAL OTHER FUNDS	7,705,000	4,605,000	2,470,000	2,080,000	5,330,000	2,180,000	24,370,000	
TOTAL ALL PROJECTS	19,696,162	35,691,742	27,592,689	18,638,560	12,850,612	8,663,263	123,133,028	



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2013.11.13 - 135**
Resolution Re: **Appropriation For FY2015 Capital Improvements Program – Non-Debt Financed Projects**

WHEREAS: The City Council desires to make public improvements as listed in the Capital Improvements Program for Year 1 and to finance these improvements with transfers from Reserve Trust Funds and appropriation of existing funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL, THAT:
The following capital outlays are appropriated as part of the FY15 Capital Improvements Program for the purposes so designated and the Finance Director is authorized to transfer the funds from the respective Reserve Funds in the amounts listed.

Item	Description	Appropriation	Funding	Fund
1	Police Vehicle Replacement	\$126,000	General Fund Capital Reserve	Trust
2	Bunker Gear Replacement	135,200	General Fund Capital Reserve	Trust
3	Replace South End Station Roof	30,000	General Fund Capital Reserve	Trust
4	Replace Self Contained Breathing Apparatus	265,742	General Fund Capital Reserve	Trust
5	Public Works Heavy Equipment	200,000	General Fund Capital Reserve	Trust
6	Railroad Crossing Improvements	70,000	General Fund Capital Reserve	Trust
7	Cemetery Improvements	30,000	Cemetery Maintenance Reserve	Trust
8	TIP - Traffic Calming Improvements	75,000	Transportation Reserve	Trust
9	Park Improvements Henry Law Park	125,000	Park Improvements Reserve	Trust
10	Water Exploration	100,000	Water Fund Capital Reserve	Trust
11	Water Heavy Equipment Replacement	40,000	Water Fund Capital Reserve	Trust
12	Water Main Replacement - City Wide	75,000	Water Fund Capital Reserve	Trust
13	Wellhead Protection	100,000	Water Fund Capital Reserve	Trust
14	Water Main Replacement Oak/Broadway Area	125,000	Water Fund Capital Reserve	Trust
15	Inflow & Infiltration Mitigation	300,000	Sewer Fund Capital Reserve	Trust
16	Sewer Heavy Equipment Replacement	40,000	Sewer Fund Capital Reserve	Trust
17	Sewer Main Replacements - City Wide	150,000	Sewer Fund Capital Reserve	Trust
18	Force Main Charles Street Pump Station	75,000	Sewer Fund Capital Reserve	Trust
19	Sewer Main - Oak/Broadway Area	75,000	Sewer Fund Capital Reserve	Trust
	Total	<u>\$2,136,942</u>		

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

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 12/5/13*
Daniel R. Lynch
Finance Director

Sponsored by: Deputy Mayor Robert Carrier
By request

Approved for Legal Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Laverne
City Clerk *Karen Laverne*



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2013.11.13 - 135**
Resolution Re: **Appropriation For FY2015 Capital Improvements Program – Non-Debt Financed Projects**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor At Large (vacant)		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2013.11.13 - 135**
Resolution Re: **Appropriation For FY2015 Capital Improvements Program – Non-Debt Financed Projects**

RESOLUTION BACKGROUND MATERIAL:

This resolution appropriates reserve trust funds and special revenue funds to finance a portion of the FY15 Capital Improvements Program. In addition, it authorizes the transfer of Reserve Trust Fund moneys.

The following table reflects the amount to be appropriated from the various funds and their projected balances as of 6/30/2014:

Description	Proposed Appropriation	Balance 6/30/2014
Trust Reserve Funds CIP		
General Fund Capital Reserve *	826,942	260,723
Cemetery Maintenance Reserve**	30,000	24,448
Transportation Improvements	75,000	213,310
Parks Improvements Reserve ***	125,000	42,863
Water Capital Reserve	440,000	2,954,956
Sewer Capital Reserve	640,000	789,846
Totals	<u>\$2,136,942</u>	

* The General Fund Capital Reserve will have sufficient funds for the appropriations as a transfer from the General Fund of \$575,000 into the reserve is proposed in the CIP FY 2015-2020 to be budgeted during FY2015 as part of the City's Operating Budget.

** The Cemetery Maintenance Reserve will have sufficient funds for the appropriation, it is estimated that in FY2015 there will be at the least \$6,200 collected from Sales of Cemetery lots that will be deposited into the capital reserve account.

*** The Parks Improvements Capital Reserve will have sufficient funds for the appropriation as a transfer from the Recreation Field Construction (Sand & Gravel) Fund of \$112,500 into the reserve is proposed in the CIP FY 2015-2020 to be budgeted during FY2015.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2013.11.13 - 136**
Resolution Re: **Appropriation For FY2015 Capital Improvements Program and Authorization for Bonding**

WHEREAS: The City Council desires to make public improvements and to finance these improvements with the sale of general obligation bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:
The following capital projects are appropriated with estimated useful lives in excess of the length indicated:

Item #	Description	Proposed Appropriations	Life/Yrs	Department	Fund
1	City Hall Roof/Atrium/Tower Repairs	\$ 320,000	20	General Government	General
2	Street Reconstruction - Oak/Broadway Area	250,000	20	Comm Serv - PW	General
3	Street Reconstruction - Silver Street	3,000,000	20	Comm Serv - PW	General
4	Street Reconstruction - Tanglewood Drive	385,000	20	Comm Serv - PW	General
5	Street Reconstruction - Watson Road	1,352,000	20	Comm Serv - PW	General
6	Arena Locker Room & Foster Rink Improvements	365,000	20	Recreation	General
7	Park Improvements - Guppey Park Field	350,000	20	Recreation	General
8	Garrison Elementary School - Roof Replacement	602,000	20	Education	General
9	High School & Dunaway Field Improvements	571,500	20	Education	General
10	Regional Career Tech Improvements	328,500	20	Education	General
11	Downtown Parking System Improvements	11,500,000	20	Police - Parking	Parking Activity
12	Parking Deck - Third Street	1,500,000	20	Police - Parking	Parking Activity
13	Economic Development Park	2,450,000	20	DBIDA	DBIDA
14	Water Main Replacement - Silver Street	850,000	15	CS - Water	Water
15	Water System Facilities Upgrade	3,000,000	20	CS - Water	Water
16	Sewer Main Replacement - Spaulding Turnpike	1,500,000	15	CS - Sewer	Sewer
Total		<u>\$28,324,000</u>			

AND FURTHER BE IT RESOLVED THAT:

To meet the appropriations of this resolution there is authorized, under and pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the issuance and sale of general obligation bonds of the City of Dover in a principal amount equal to the total of the appropriations. The full faith and credit of the City is hereby pledged for the principal and interest on said bonds. The bonds are to be signed by the City Manager and countersigned by the City Treasurer, with the Finance Director and City Treasurer having the discretion of fixing the dates, maturities, denominations, place of payment, interest rate or rates and form, and to provide for the sale of the bonds.

AND FURTHER BE IT RESOLVED THAT:

Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover is hereby authorized to participate in the NH Clean Water State Revolving Fund (CWSRF) Program for financing the Spaulding Turnpike Sewer Main Replacement provided CWSRF funding is available; and the City of Dover is hereby authorized to participate in the NH Drinking Water State Revolving Fund (DWSRF) Program for financing the Water Systems Facilities Upgrade provided DWSRF funding is available. The City Manager, Finance Director and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the NH CWSRF and DWSRF Programs and obtain loans through the program for the two identified projects.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2013.11.13 - 136**
Resolution Re: **Appropriation For FY2015 Capital Improvements Program and Authorization for Bonding**

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 public hearing.

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 12/5/13* Daniel R. Lynch
Finance Director
Sponsored by: Deputy Mayor Robert Carrier
By request

Approved for Legal Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Layman
City Clerk *K Layman 12/5/13*

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor At Large (vacant)		
Total Votes:		
Resolution does	does not	pass.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2013.11.13 - 136**
 Resolution Re: **Appropriation For FY2015 Capital Improvements Program and Authorization for Bonding**

RESOLUTION BACKGROUND MATERIAL:

This resolution makes appropriations for the projects of the FY2015 Capital Improvements Program financed by debt and authorizes the sale of bonds.

This resolution makes appropriations for projects that are scheduled to be completed over multiple years. The Finance Department requests from all departments with projects to submit cash flow requirements for projects. These cash flow projections are completed to determine the amount by project for the coming bond issuance. Those projects that are not financed or are only partially financed remain as authorized unissued debt and bonded (financed) when the cash need arises.

Debt Authorization versus Debt Retirement

The following table compares the tentative authorization amount to the amount of debt being retired: The Net Sewer reflects the amount retired by user fees (total debt retirement less State aid for principal).

Description	City	School	Parking	Water	Sewer	DBIDA	Total
FY2015 Authorization	6,022,000	1,502,000	13,000,000	3,850,000	1,500,000	2,450,000	28,324,000
FY2015 Retirement	3,685,792	2,356,900	55,000	1,112,812	1,046,166	0	8,256,670
Net Change	2,336,208	(854,900)	12,945,000	2,737,188	453,834	2,450,000	20,067,330

Legal Debt Limits

The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2013 and this authorization, against the legal debt limits.

Description	City	School	Water	DBIDA-IP	DBIDA-IB	Exempt	Total
Debt Outstanding	33,202,107	23,658,574	12,505,800	0	0	15,931,149	85,297,630
Authorized - Unissued	17,982,004	0	1,616,367	0	0	15,604,001	35,202,372
Total Issued & Unissued	51,184,111	23,658,574	14,122,167	0	0	31,535,150	120,500,002
This Authorization	6,022,000	1,502,000	3,850,000	2,450,000	0	14,500,000	28,324,000
Grand Total	57,206,111	25,160,574	17,972,167	2,450,000	0	46,035,150	148,824,002
Legal Debt Limit	81,427,620	189,997,780	271,425,399	4,000,000	NA	NA	
Unused Capacity	24,221,509	164,837,206	253,453,232	1,550,000			
Percent Unused	29.7%	86.8%	93.4%	38.8%			

Notes: Legal debt limits are based on a percent of equalized assessed value. City 3%, School 7%, Water 10%.
 DBIDA limits are set by special legislation.
 IP = Industrial Park projects
 IB = Industrial Building projects
 Exempt includes Sewer, Special Revenue Funds and Tolend Road Landfill debt.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2013.11.13 - 136**
Resolution Re: **Appropriation For FY2015 Capital Improvements Program and Authorization for Bonding**

Multi-Year Projects Proposed Bonding Schedule

The following table summarizes the bonding schedule for the proposed debt authorizations. This table shows that for multi-year projects the issuance of bonds will be done based on cash flow requirements per the projects' proposed segments as presented in the Capital Improvements Program.

Item #	Description	Proposed Appropriations	FY2015	FY2016	FY2017	FY2018
1	City Hall Roof/Atrium/Tower Repairs	320,000	120,000		100,000	100,000
2	Street Reconstruction - Oak/Broadway Area	250,000	250,000			
3	Street Reconstruction - Silver Street	3,000,000	3,000,000			
4	Street Reconstruction - Tanglewood Drive	385,000	50,000		335,000	
5	Street Reconstruction - Watson Road	1,352,000	200,000	1,052,000	100,000	
6	Arena Locker Room & Foster Rink Improvements	365,000	15,000		350,000	
7	Park Improvements - Guppey Park Field	350,000	50,000		300,000	
8	Garrison Elementary School - Roof Replace	602,000	602,000			
9	High School & Dunaway Field Improvements	571,500	571,500			
10	Regional Career Tech Improvements	328,500	328,500			
11	Downtown Parking System Improvements	11,500,000	500,000	11,000,000		
12	Parking Deck - Third Street	1,500,000	100,000	200,000	1,200,000	
13	Economic Development Park	2,450,000	1,300,000	150,000		1,000,000
14	Water Main Replacement - Silver Street	850,000	850,000			
15	Water System Facilities Upgrade	3,000,000	1,500,000	1,500,000		
16	Sewer Main Replace - Spaulding Turnpike	1,500,000	1,500,000			
Total		28,324,000	10,937,000	13,902,000	2,385,000	1,100,000

Rate Impacts

The following tables summarize the change from year to year on the Property Tax Rate and the Utility Rates, net of existing debt service and aid, related to the projects proposed to be bonded in FY15. The top table reflects the impact of the new CIP projects only; the second set reflects the combined impact of the new CIP projects and anticipated debt related to prior year authorizations. The rate changes have been adjusted for any amendments to projects from the proposed CIP.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2013.11.13 - 136**
 Resolution Re: **Appropriation For FY2015 Capital Improvements Program and Authorization for Bonding**

CIP Only

Net Change in Property Tax Rates

	<u>2015</u>	<u>2016</u>	<u>2017</u>
City	(0.07)	(0.07)	(0.25)
School	-	(0.07)	(0.09)
Total Change	(0.07)	(0.14)	(0.34)
Est Tax Rate	25.99	25.85	25.51
% Change City	-0.72%	-0.73%	-2.59%
% Change School	0.00%	-0.67%	-0.87%
% Change Total	-0.28%	-0.56%	-1.36%

CIP Only

Net Change in Utility Rates

	<u>2015</u>	<u>2016</u>	<u>2017</u>
Water	0.23	0.04	(0.09)
Sewer	0.12	(0.07)	(0.14)
Total Change	0.35	(0.03)	(0.23)
Est Utility Rate	11.57	11.54	11.31
% Change Water	5.28%	0.87%	-2.05%
% Change Sewer	2.08%	-1.19%	-2.45%
% Change Total	3.72%	-0.31%	-2.45%

Including Prior Year Authorizations

Net Change in Property Tax Rates

	<u>2015</u>	<u>2016</u>	<u>2017</u>
City	0.45	(0.10)	(0.27)
School	-	(0.07)	(0.09)
Total Change	0.45	(0.17)	(0.36)
Est Tax Rate	26.51	26.34	25.98
% Change City	4.63%	-0.98%	-2.81%
% Change School	0.00%	-0.67%	-0.87%
% Change Total	1.76%	-0.65%	-1.42%

Including Prior Year Authorizations

Net Change in Utility Rates

	<u>2015</u>	<u>2016</u>	<u>2017</u>
Water	0.40	0.05	(0.09)
Sewer	0.95	0.63	(0.18)
Total Change	1.35	0.68	(0.27)
Est Utility Rate	12.57	13.25	12.98
% Change Water	9.17%	1.05%	-2.04%
% Change Sewer	16.44%	9.36%	-2.81%
% Change Total	13.31%	5.92%	-2.50%

Rate per \$1,000 of Assessed Tax Value

Rate per 100 Cubic Feet of Water Consumption

The table below reflects the net change from year to year, and the total change after 3 years, for an average single family home for taxes and user fees, based on the FY14 assessed value at \$250,686 with 75 HCF of average water usage.

Impact to Average Single Family Home

<u>Description</u>	<u>Yr1</u>	<u>Yr2</u>	<u>Yr3</u>	<u>Change After 3 Years</u>
CIP Only				
Property Tax	(18)	(35)	(85)	(138)
Water Fees	17	3	(7)	14
Sewer Fees	9	(5)	(11)	(7)
Total Avg SFH Impact	9	(37)	(102)	(131)
Including PY Authorizations				
Property Tax	113	(43)	(90)	(20)
Water Fees	30	38	(7)	61
Sewer Fees	71	47	(14)	105
Total Avg SFH Impact	214	42	(111)	146



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R - 2013.12.11 – 137**
Resolution Re: **B14014 Award of Bid for Excess Workers Compensation and Employers Liability Insurance**

WHEREAS: Sealed bids were solicited and received for Excess Workers Compensation and Employer's Liability Insurance Coverage on November 18, 2013 at 2:30 p.m.; and

WHEREAS: Two vendors replied with proposals and one vendor submitted a no bid reply. The proposal deemed most advantageous to the city was submitted by Foy Insurance of Exeter NH in the amount of \$58,391 based on a year one fixed rate of \$0.1356 per \$100 of estimated, annual gross payroll for calendar year 2014; and

WHEREAS: This annual fee will be adjusted upwards or downwards after the 2013 calendar year is complete and an audit is completed of the actual payroll figures.

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 Foy Insurance of Exeter, NH for Excess Workers Compensation and Employer's Liability Insurance Coverage in the amount of \$58,391.00. The amount of this authorization shall be limited so as not to exceed available funding.

Financing

Account	Description	Appropriation	Balance
6800.1.550.49200.4260.09100.00	Internal Services Workers Comp	\$58,391.00	\$58,391.00

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 12/5/13*
Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

Approved for Legal Compliance: Anthony I. Blenkinsop
General Legal Counsel

Recorded by: *Karen Lavertus*
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R - 2013.12.11 – 137**
Resolution Re: **B14014 Award of Bid for Excess Workers Compensation and Employers Liability Insurance**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor, At Large Vacant		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R - 2013.12.11 – 137**
Resolution Re: **B14014 Award of Bid for Excess Workers Compensation and Employers Liability Insurance**

BACKGROUND

Request for interested insurance agents to bid for Excess Workers Compensation and Employer's Liability Insurance Coverage was sent out and received in November 2013 with three (3) Insurance Agencies interested in obtaining a quote. Sealed bid packets were released to these three agencies with information necessary to obtain a quote from their selected companies. Quotes were due back November 18, 2013 at 2:30 p.m. and the City of Dover received two quotes and one no bid replies. The bid solicitation requested a preferred self insured retention amount of \$500,000 as we currently have but we would entertain other amounts.

The recommended bid reply was received from Foy Insurance of Exeter NH with a self insured retention amount of either \$500,000. The current policy in effect is a \$500,000 retention amount and is with Safety National Casualty Corp through the Foy Insurance Agency for Excess Workers Compensation & Employers Liability policy.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	39	Number of Responses:	2 and 1 no bid
Warranty:	n/a	Terms:	net 30
Work Bonded:	No	Contract:	Yes
Prices will hold for:	One year	Estimated Delivery:	2014
Recommended Award to:	Foy Insurance/Safety National	Fund:	Internal Services
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Expenditure over \$25,0000

Vendor Solicitation List:

https://online.dover.nh.gov/Documents.aspx?public=1&deptnum=3&cab=Bids and Requests f or Proposal&index=open_date&desc=1

Bid Results

Deposit premium is the amount paid up front to secure the coverage based on estimated annual payroll figures.

Minimum Deposit is the lowest amount to be paid if actual audited payroll figures are less than original estimated annual payroll figurers.

\$500,000 Retention



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.1.

Resolution Number: **R - 2013.12.11 – 137**
Resolution Re: **B14014 Award of Bid for Excess Workers Compensation and Employers Liability Insurance**

<i>Agent</i>	<i>Offer</i>
Karen Drapaniotis (current)	\$500,000 retention
Foy Insurance Group	1 year
PO Box 1030	Minimum Premium \$52,552
Exeter NH 03833	Deposit Premium \$58,391
Safety National	rate 0.1356
Jennifer Monkiewicz	could not come close to the retention limits we currently have
FutureComp	
1 Griffin Brook Dr	
Methuen MA	
NY Marine	No Bid
Don Huot	\$750,000 retention
E&S Insurance Services	1 year
PO Box 7425	Minimum Premium \$122,117
Gilford NH 03247	Deposit Premium \$135,686
Midwest Employers Casualty	rate 0.3151
Don Huot	\$600,000 retention
E&S Insurance Services	1 year with \$250,000 deductible
PO Box 7425	Minimum Premium \$1124,714
Gilford NH 03247	Deposit Premium \$138,571
Midwest Employers Casualty	rate 0.3218
Don Huot	\$850,000 retention
E&S Insurance Services	1 year
PO Box 7425	Minimum Premium \$107,623
Gilford NH 03247	Deposit Premium \$119,581
Midwest Employers Casualty	rate 0.2777



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2013.12.11 – 138**
Resolution Re: Canvass of Voters for the November 5, 2013 Municipal Election

WHEREAS: In accordance with City Charter Section 2-11, The Board of the Supervisors of the Elections did meet in session to canvass the votes cast at the Municipal Election on November 5, 2013 and have declared and certified the results.

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

That a recap of votes cast in all wards of the City of Dover is shown below for the Municipal election held on November 5, 2013.

AUTHORIZATION

Approved as to Funding:

Daniel R. Lynch 12/5/13
Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

Approved as to Legal Form:

Anthony I. Blenkinsop
General Legal Counsel

Recorded by:

Karen Laverda
City Clerk
Karen Laverda



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.2.

Resolution Number: **R – 2013.12.11 – 138**

Resolution Re: Canvass of Voters for the November 5, 2013 Municipal Election

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor At Large	Vacant	
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

SEE ATTACHED

**CITY OF DOVER, NH
CANVASS OF VOTES
MUNICIPAL ELECTION
NOVEMBER 5, 2013**

MAYOR	1	2	3	4	5	6	Totals
Karen Weston	315	282	645	371	301	432	2346
Rocky D'Andrea	315	277	390	353	262	333	1930
At-Large Councilor	1	2	3	4	5	6	Totals
Robert Carrier	427	383	597	456	367	471	2701
Fergus Cullen	205	169	444	277	196	335	1626
Anthony McManus	340	364	557	414	337	369	2381
At Large School Board	1	2	3	4	5	6	Totals
Michael Castaldo	173	114	327	189	147	251	1201
Doris Grady	304	243	581	386	288	404	2206
Sarah Greenshields	330	329	549	389	316	337	2250
Daryl J. Marma	45	44	73	50	42	44	298
David Martin	175	140	386	294	184	259	1438
Matt Mayberry	178	149	323	223	156	232	1261
Carole Soule McCammon	293	254	399	319	251	279	1795
Robert McCrory	169	148	366	227	176	257	1343
Carolyn Mebert	254	231	447	341	209	222	1704
Kathleen E. Morrison	318	299	443	324	285	335	2004
Michelle Muffett-Lipinski	299	275	439	361	268	314	1956
Amanda Russell	364	341	494	386	295	408	2288
Donald Andolina	191	130	380	237	208	266	1412
Betsey Andrews Parker	355	332	493	379	289	390	2238

WARD	CITY COUNCIL	TOTAL VOTES	WARD	CITY COUNCIL	TOTAL VOTES
1	Ed Spuler	222	4	Thomas Seiler	234
	John O'Connor	389		Dorothea "Dot" Hooper	478
2	William Garrison III	439	5	Catherine Cheney	388
3	Deborah Thibodeaux	545	6	Michael Weeden	339
	Michael Crago	480		Jason Gagnon	414

CITY OF DOVER, NH
 CANVASS OF VOTES
 MUNICIPAL ELECTION
 NOVEMBER 8, 2011
WARD OFFICIALS

WARD ONE (1)	CANDIDATE	TOTAL
MODERATOR		
SELECTMAN		
WARD CLERK		
SUPERVISOR OF THE CHECKLIST	Ellen Leighton	430
WARD TWO (2)	CANDIDATE	TOTAL
MODERATOR	Suzanne Christenbury	405
SELECTMAN	Mary Ann Cooper	395
WARD CLERK		
SUPERVISOR OF THE CHECKLIST	Nancy J. Champagne	412
WARD THREE (3)	CANDIDATE	TOTAL
MODERATOR	Gary Gilmore	755
SELECTMAN	S. "Jean" Fenerty	580
	George H. Dailey	591
WARD CLERK	Kathleen Dailey	739
SUPERVISOR OF THE CHECKLIST	Dorothy Wagner	735

CITY OF DOVER, NH
 CANVASS OF VOTES
 MUNICIPAL ELECTION
 NOVEMBER 8, 2011
WARD OFFICIALS

WARD Four (4)	CANDIDATE	TOTAL
MODERATOR	Lee W. Skinner	557
SELECTMAN	Thomas Southworth	340
	Jean N. Angers	321
	Kate M. Hill	397
	Virgil Mehalek	228
WARD CLERK	Sandra Erdmann	554
SUPERVISOR OF THE CHECKLIST	Pamela Giguere	568
WARD Five (5)	CANDIDATE	TOTAL
MODERATOR		
SELECTMAN	Stephen Goren	311
	Nancy Boyle	343
WARD CLERK		
SUPERVISOR OF THE CHECKLIST	Kenneth Stanley	379
WARD SIX (6)	CANDIDATE	TOTAL
MODERATOR	Jerry Reese	593
SELECTMAN	Nancy Pettirossi	443
	Robert Pettirossi	427
	Marion M. Williams	465
WARD CLERK	Simon Johnson	547
SUPERVISOR OF THE CHECKLIST	Dennis Ciotti	603

**CITY OF DOVER, NH
CANVASS OF VOTES
MUNICIPAL ELECTION
NOVEMBER 5, 2013**

A recap of votes cast in all wards of the City of Dover as declared by all six (6) Ward Moderators of the City of Dover is shown below for the Municipal Election held on November 5, 2013.

TOTAL NUMBER OF REGISTERED VOTERS PER WARD

	Current Total	New Registrations	Total Voters
Ward One (1):	3552	19	3571
Ward Two (2):	3484	15	3499
Ward Three (3):	4049	22	4071
Ward Four (4):	3677	30	3707
Ward Five (5):	2847	13	2860
Ward Six (6):	<u>2769</u>	<u>37</u>	<u>2806</u>
TOTAL:	20378	136	20514

TOTAL VOTES CAST

<u>Ward</u>	<u>REGULAR</u>	<u>ABSENTEE</u>	<u>TOTALS</u>
1	626	10	636
2	556	14	570
3	1006	48	1054
4	717	20	737
5	567	10	577
6	<u>767</u>	<u>19</u>	<u>786</u>
TOTALS:	4176	121	4360

Turnout Percentage

- Ward 1: 18%
- Ward 2: 16%
- Ward 3: 26%
- Ward 4: 20%
- Ward 5: 20%
- Ward 6: 28%

TOTAL VOTER TURNOUT: = 21 %

To: Dover City Council

From: Dorothea Hooper, Ward 4

Re: School Board Report

The Dover City Council met in Special Session November 18th for the purpose of approving a contract with Barrington concerning tuition students and to discuss the progress concerning the Superintendent search.

Dover High Principal Peter Driscoll reported that the high school had been very pro-active in recruiting tuition students holding orientations during the months of September, October and November for possible out of town students. Staff had also gone to other towns to discuss what Dover had to offer its students.

During the discussion of the Barrington contract, Board member Kathy Baker requested that an omitted phrase be placed back in the contract. Some confusion then arose as to whether or not the contract had to be approved by the City Council. This issue was referred to the attorneys for further clarification. In the meantime, the school board approved the Barrington contract 4 to 2.

Secretary Betsy Andrews-Parker put up a time-line for the process of searching for a superintendent of schools. She described a very rigorous schedule that would be composed of weekly meetings beginning in November with a recruitment of committee members. By December 9th the board would approve the committee. The committee will be composed of people from the board, council, each Dover school, and the community. During January the school board would approve the job description and review resumes'. During March interviews would begin and references checked. April would produce a possible second round of interviews and by May a candidate should be chosen.

The meeting was adjourned.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2013.12.11 – 139**
Resolution Re: **School Street Parking Lot Lease Amendment**

WHEREAS: In 2001 the City of Dover entered into a twenty-year Lease Agreement with Cocheco Overlook Ltd. Partnership to provide the City with control of Transportation Center Station building and 51 parking spaces in the Transportation Center Lot, both owned by Cocheco Overlook Ltd. Partnership, for 51 spaces in the City-owned School Street parking lot; and;

WHEREAS: The Lease Agreement was subsequently assigned by Cocheco Overlook Ltd. Partnership to Cocheco Mills Holdings, LLC; and:

WHEREAS: The City of Dover is now proposing to amend the Lease Agreement to take control of the remaining 351+/- parking spaces within the Transportation Center parking lot as part of an overall downtown parking management program, and in turn lease the remaining 18+/- parking spaces in the School Street parking lot to Cocheco Mills Holdings, LLC for amounts specified in paragraph 4 of the Third Amendment, which is attached hereto. If this Resolution passes, via a separate Resolution the City is requesting an amendment to the Parking Fee Schedule to set fees for parking in the Transportation Center parking lot.

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

The City Manager is authorized to sign the Third Amendment to Lease Agreement between the City of Dover and Cocheco Mills Holdings, LLC, said Amendment being consistent with the language contained in the Background of this resolution.

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 12/5/13* Daniel R. Lynch Finance Director Sponsored by: Mayor Karen Weston By request

Approved for Legal Compliance: Anthony I. Blenkinsop City Attorney

Recorded by: Karen Laverty City Clerk *[Signature]*



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2013.12.11 – 139**
Resolution Re: **School Street Parking Lot Lease Amendment**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor Ed Spuler, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
At Large - Vacant		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

In 2001, with the beginning of train service to Dover, the City entered into a Lease Agreement with Cocheco Overlook Ltd. Partnership to exchange control of the Transportation Center Station and 51 spaces in the Transportation Center parking lot for 51 spaces in the School Street parking lot. The Lease Agreement was subsequently assigned to Cocheco Mills Holdings, Inc. The City is now proposing to amend the Lease Agreement in order for it to assume management and control over the remaining spaces (351 +/-) in the Transportation Center parking lot as part of an overall downtown parking management program. In exchange, the City would lease the remaining 18+/- parking spaces in the School Street lot to Cocheco Mills Holdings, Inc. for specified monthly amounts. The Transportation Center spaces can be used to accommodate displaced parking needs for public or private downtown development; as well as a low cost alternative for downtown visitors and employees.

Transportation Center Parking Lot

Overnight parking may be utilized by nearby residents and visitors during the winter parking season.

This amendment allows the City an exit option throughout the contract that does not exist in the current document (the City could only withdraw if the train service ceased operations).

The property owners have agreed to allow the city to pile snow from downtown parking areas in the back section of the lot, saving Community Services significant transportation time.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2013.12.11 – 139**

Resolution Re: **School Street Parking Lot Lease Amendment**

If this Resolution passes, via a separate Resolution the City is requesting an amendment to the Parking Fee Schedule to set fees for parking in the Transportation Center parking lot. It is recommended that the Transportation Center lot be metered and authorized for low cost monthly permits through the Police Department. The Parking Manager recommends hourly rates of 25 cents per hour and monthly daytime passes at \$15.

Estimated income: \$1,040/month.

The City currently pays for the lighting (\$250/month) and paid \$12,040 towards snow removal for the winter of 2012-2013. Coheco Mills spent an additional \$4,500 in snow removal this past winter.

Estimated Costs:

Lighting:	\$3,000/yr. (currently paid by Public Works budget)
Plowing:	\$16,540/yr. (\$12,050 paid by Public Works last year; \$4,500 paid by Mill)
Striping:	\$1,000/yr.
Crack Sealing:	\$1,000 (bi-annually)
Initial signage & meter installation:	\$1,000.
Insurance:	No additional cost to the city.

School Street Parking Lot

The City would continue to plow the snow in the School Street parking lot as it is part of a distinctive route for the trucks that clear the adjoining streets.

All income derived from the School Street parking lot is dedicated to the CDBG fund and its programming.

Parking Commission

At their June 18, 2013 meeting, the Parking Commission voted 4-1 in favor of a recommendation to lease the Transportation Center parking lot. They requested that costs associated with electricity and snow removal that are currently paid for by Community Services, and not paid for by the Parking Activity Fund, continue to be paid by Community Services.

See attached Third Amendment to Lease.

THIRD AMENDMENT TO LEASE

This third amendment to a Lease Agreement is made by and between COCHECO MILLS HOLDINGS, LLC ("Lessor"), a New Hampshire limited liability company having a legal address c/o of Chinburg Builders, Inc. of 3 Penstock Way, Newmarket, New Hampshire 03857 (as Lessor), and THE CITY OF DOVER, NEW HAMPSHIRE ("Lessee"), a municipal corporation having a legal address of 288 Central Avenue, Dover, New Hampshire, 03820 (as Lessee).

RECITALS

WHEREAS, the Lessor and the Lessee are parties to a Lease Agreement (the "Lease") dated May 15, 2001, originally between the City of Dover and Cocheco Overlook Ltd. Partnership, by JGS Enterprises, Inc., General Partner, which has been subject to First and Second Amendments;

WHEREAS, the subject of the Lease is the building and certain parking spaces located on Lot 4-B, City of Dover's Assessor's Map 31, otherwise known as the Transportation Center on Chestnut Street;

WHEREAS, under the terms of the Lease the Lessee's rent includes provision of 51 parking spaces located in the City of Dover's School Street parking lot to the Lessor;

WHEREAS, Lessee would like to oversee, manage, and/or utilize all of the 402 +/- spaces within the Transportation Center Parking Lot on Chestnut Street owned by the Lessor;

WHEREAS, Lessor would like to utilize the remaining (18 +/-) spaces in the School Street parking lot;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and the Lessee agree to amend the Lease as follows:

1. The first paragraph of the Lease following the heading "WITNESSETH," is hereby amended to read as follows:

"That the Lessor, for and in consideration and upon the terms, conditions and provisions hereinafter set forth, does hereby agree and lease to the Lessee, its successors and assigns the following described "premises", to wit: the building with appurtenant 402 +/- parking spaces located on Lot 4-B, City of Dover Assessor's Map 31, said premises being more specifically and graphically depicted on Attachment A to this Third Amendment."

2. Attachment A to the Lease is removed and replaced with Attachment A to this Third Amendment.
3. Section 1, TERM, of the Lease is hereby amended to read as follows:



"The Term of this Lease shall begin on May 15, 2001 and shall end at midnight on May 31, 2021. The Lessee shall have the option to renew this Lease for one (1) additional twenty (20) year period. Should this renewal option be exercised by the Lessee, the Lessor shall be granted an extension to use the School Street lot for the additional twenty (20) year renewal period. To exercise its option, the Lessee shall provide the Lessor written notice on or before November 1, 2020."

4. Section 2, RENT, of the Lease is hereby amended by insertion of a new paragraph, paragraph c, following paragraph b, which said paragraph c shall read as follows:

"c. For the remainder of the term of the Lease, or any renewal thereof, the Lessee shall provide to the Lessor the right to utilize all remaining parking spaces (18+/-) in the School Street lot for the rate of fifteen dollars (\$15) a space per month for daytime (9:00 a.m. to 7:00 p.m.) use. Beginning on May 15, 2016 said rate shall be increased to twenty dollars (\$20) per space per month. Beginning on May 15, 2019 said rate shall be increased to twenty five (\$25) per space per month. After hours (7:00 p.m. to 9:00 a.m.), on weekends (Saturday & Sunday), and on legal holidays these spaces may be used by the Lessor or the public, on a first come first serve basis. Payment shall be made monthly, due the 1st of each month, through the City of Dover's Parking Bureau office. In lieu of monthly payments the Lessee may elect to make an annual payment for all spaces within the lot by July 1st for the following twelve (12) months. In the event this lease is renewed, pursuant to Section 1, the rates set forth herein shall be renegotiated in good-faith by both parties within 60 days of renewal so as to be reflective of the then-current market rates and circumstances."

5. Section 3, TERMINATION, of the Lease is hereby amended to read as follows:

"The Lessor and Lessee both reserve the right to terminate this Lease without cause upon one (1) year written notice to the other party. If early termination is requested by the Lessor, it must reimburse the Lessee for its expenditures related to installation of a parking management system as prorated in accordance with GAAP standards. If early termination is requested by the Lessee, the Lessor shall be given the first right to lease said spaces in the School Street lot from the City of Dover at the then market rate, for a twelve (12) month period from the effective date of termination."

6. Section 4, IMPROVEMENT AND USEAGE OF PREMISES, of the Lease is hereby amended to read as follows:

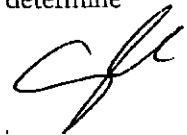
"a. Lessee shall be responsible for installation and maintenance of all signage in connection with the use, management, and enforcement of parking spaces on the Transportation Center parking lot. The location of any signage on the



Transportation Center parking lot shall be subject to review and approval by the Lessor, which approval shall not be unreasonably withheld.

Lessor shall be responsible for installation and maintenance of all signage in connection with the use, management, and enforcement of parking spaces on the School Street parking lot. The location of any signage on the School Street parking lot shall be subject to review and approval by the Lessee, which approval shall not be unreasonably withheld.

- b. Lessee shall provide adequate lighting within the confines of both the Transportation Center and School Street parking lots.
- c. The Lessee shall maintain the Transportation Center (including but not limited to the rail station and platform area), the Transportation Center parking area, and the School Street parking area, including the treatment, removal, and/or plowing of snow and ice, trash pick-up/removal, and landscape maintenance.
- d. The Lessee shall be responsible for striping and pavement crack repair at the Transportation Center parking area and the School Street parking area. Striping shall occur not more often than once every two years. The Lessor shall repair the failing pavement area in the Transportation Center parking lot that is approximately fifteen (15) feet southwest of the Transportation Center (said area is approximately three hundred seventy five (375) square feet in area) as well as three (3) small potholes leading to this area from the front of the Transportation Center.
- e. The Lessee shall have the right to install, maintain, and manage parking management equipment at its sole cost and expense at the Transportation Center parking area and the School Street parking area, subject to Lessor review and approval which shall not be unreasonably withheld. The Lessee shall be solely responsible for maintaining said equipment and enforcing said parking management program. Lessor shall have no right to any parking revenue collected by the Lessee as a result of the Lessee's parking management program. Upon request, Lessor shall be granted up to 200 Transportation Center parking passes by the Lessee, at no charge to the Lessor, for Lessor's use and the use of Lessor's tenants, guests, and contractors.
- f. Maintenance costs of the Transportation Center parking lot will be shared as follows: on an annual basis the Lessee shall present to the Lessor an accounting of all maintenance costs for the prior twelve (12) month period at the Transportation Center parking lot. The total annual maintenance costs shall be divided by the total number of parking spaces in the lot to determine



a per space maintenance cost amount. Lessor shall reimburse the Lessee for its share of the maintenance costs on a per space basis based on the number of parking passes issued to the Lessor during that same prior twelve (12) month period. If the number of parking passes issued to the Lessor during that period fluctuated, an average number of parking passes issued for that period shall be determined in order to allocate maintenance costs. For the purposes of this paragraph, maintenance costs include striping, crack sealing, snow and ice removal/treatment, and lighting. The Lessor may request specific parking spots/areas in the Transportation Center parking lot be designated for use by its permit holders, subject to the Lessee's approval, which shall not be unreasonably withheld. The Lessor shall be responsible for the installation and maintenance of any signage to designate such approved areas – the location and design of any such signs to be reviewed and approved by the Lessee in advance. Upon expiration of this Lease, the Lessee shall remove all parking equipment at its sole cost and shall repair all damage resulting from removal of said equipment.”

Except as provided by this Third Amendment, all other terms and conditions of the original May 15, 2001 Lease Agreement, as amended by the First and Second Amendments, remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this agreement, intending for it to be effective November 8, 2013.

Math J. Q.
WITNESS

COCHECO MILLS HOLDINGS LLC

Eric J. Chinburg
BY: Eric J. Chinburg, Its Manager
Duly Authorized

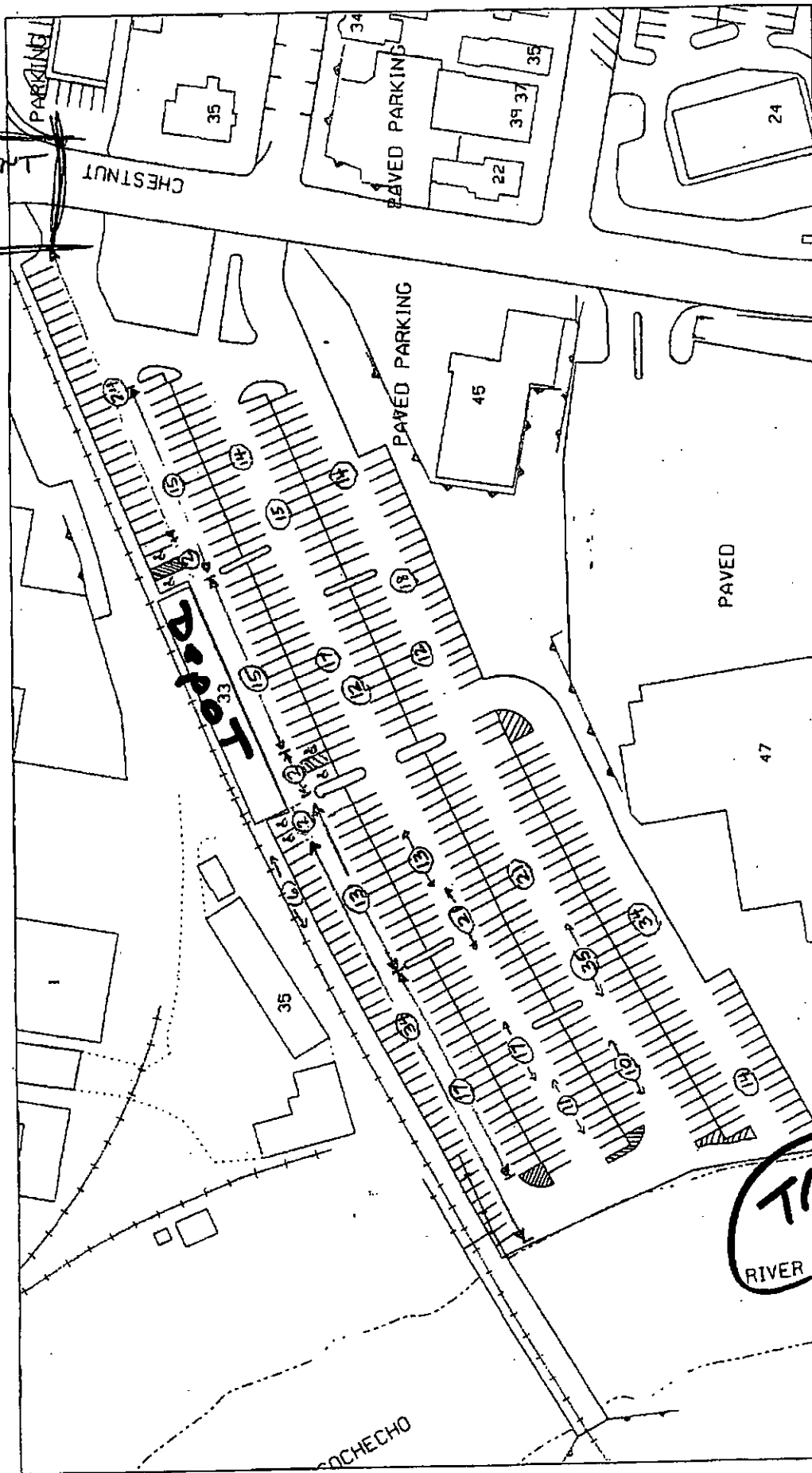
CITY OF DOVER, NEW HAMPSHIRE

WITNESS

BY: J. Michael Joyal, CITY MANAGER
Duly Authorized

ATTACHMENT
"A"

Nov. 2013



Dover Transportation Center Lot
 33 Chestnut Street
 6 Handicapped (city controlled -train only)
 45 train only (city controlled)
 351 private

TIP-HEAD
 RIVER

[Signature]

...!Shared!Streel!sthdasempd!g!9/8/2008 11:27:43 AM

LEASE AGREEMENT

Lease made this 15th day of ~~oct~~, 2001 by and between Cocheco Overlook Ltd. Partnership, by JGS Enterprises, Inc., General Partner hereinafter referred to as "Lessor", and the City of Dover, N.H., hereinafter referred to as "Lessee".

WITNESSETH

That the Lessor, for and in consideration and upon the terms, conditions and provisions hereinafter set forth, does hereby agree and lease to the Lessee, its successors and assigns the following described "premises", to wit: the building with appurtenant parking spaces located on Lot 4-B, City of Dover Assessor's Map 31, said premises being more specifically and graphically depicted on Attachment A to this Lease Agreement.

1. **TERM.** The term of this Lease shall be for twenty (20) years beginning on the day and year first written above, subject to the Lessee's ability to terminate in accordance with the provisions hereinafter set forth. Lessee shall have the option to renew this Lease for one (1) additional twenty (20) year period.
2. **RENT.** The Lessee agrees to provide to the Lessor the following compensation for the right to occupy the premises:
 - a. An amount of money equal to the amount of property taxes assessed against the proposed building shown on Attachment A. This payment shall be due and payable on the first day of each successive annual period during the term of this Lease and any extension thereof. This payment shall be based upon the assessed value of the said building, with any improvements, as of April 1 of the then current tax year.
 - b. The Lessee shall also provide to the Lessor the right to utilize up to 51 parking spaces in the School Street lot as depicted in Attachment B.
3. **TERMINATION.** The Lessee reserves the right to terminate this Lease during the original term or any extension thereof in the event that the passenger rail service utilizing the rail system abutting the premises ceases to operate. Notice of such termination must be provided by the Lessee to the Lessor at least one hundred and eighty (180) days prior to the effective date of such termination. If early termination is requested, Cocheco Overlook Ltd. Partnership shall be given the first right to lease said spaces from the City of Dover at the normal market rate.
4. **IMPROVEMENT AND USAGE OF PREMISES.**
 - a. Lessee shall be responsible for installation and maintenance of all signage in connection with the use of parking spaces on the premises by the Lessee and in the School Street lot by the Lessor. The location of any signage on the premises shall be subject to review and approval by the Lessor, which approval shall not be unreasonably withheld.

- b. Lessor shall continue to provide the lighting which presently provides illumination in the area of the rail station parking lot, but the Lessor makes no representation or warranty with regard to the adequacy of said lighting. The Lessee shall provide any additional lighting which it determines to be necessary for the reasonable use of the rail station parking lot and shall pay the cost thereof. The Lessee shall provide adequate lighting for the parking spaces to be utilized by the Lessor in the School Street lot as outlined under this lease.
 - c. The Lessor shall keep the rail station parking area, delineated on Attachment A, the transit loop access easement area, delineated on Attachment C, and the temporary construction easement area delineated on Attachment D, free and clear of any ice, snow or other obstruction. The Lessee shall be responsible for keeping the rail station and platform area free and clear of ice, snow or other obstruction. The Lessee shall keep free and clear of any ice, snow or other obstruction the parking spaces to be utilized by the Lessor in the School Street lot as outlined under this lease.
 - d. In addition to the provisions provided for in the within Lease, the Lessor agrees to provide the Lessee with a temporary construction easement and permanent drainage easement as depicted on Attachment D.
 - e. The Lessor further grants to the Lessee the right to use the transit loop access easement for traffic circulation by busses and other patrons utilizing the rail station parking lot.
5. **ADDITIONAL PARKING SPACES.** Additional parking spaces may be provided to the Lessee upon review and approval of Coheco Overlook Ltd. Partnership. Said parking spaces must be located adjacent to the rail facility. The Lessee shall compensate any additional spaces by providing the Lessor the right to utilize an equal number of parking spaces in either the School Street or First Street parking lots.
6. **UTILITIES.** Lessee shall be responsible for installing and paying for any utilities in connection with the use of subject premises except for the exterior lighting provided by the Lessor in connection with the use of the parking spaces on the premises by the Lessee.
-
7. **LIENS.** Upon occupancy, Lessee shall keep all of the premises and every part thereof and all buildings and other improvements made at any time located thereon free and clear of any and all mechanic's, materialmen's, and other liens in connection with work or labor done on or to the premises.
8. **ALTERATIONS.** Lessor hereby grants to the Lessee the right, at the Lessee's own expense, to make reasonable changes, improvements, and alterations in said premises for the purpose of carrying on the business to be conducted therein by Lessee, Lessee agreeing, however, that any change, improvements and alteration shall be in accordance with plans approved by Lessor, which approval shall not be unreasonably withheld. No structural alterations of the premises shall be made by Lessee without the consent in writing thereto fore given by the Lessor, but said consent shall not be unreasonably withheld.

9. **INTERIOR CHANGES.** The Lessee covenants and agrees with the Lessor that Lessee will, at Lessee's own expense, make all necessary and reasonable interior repairs to the demised premises during any term of this lease, fair wear and tear, fire and unavoidable casualty excepted. Lessee further covenants and agrees with the Lessor that lessee will, at Lessee's own expense, make such interior repairs, changes, improvements, and alterations as may be required by any governmental agency or other authority having jurisdiction thereof, or by ordinances and statutes and regulations pertaining thereto in connection with or as a result of the conduct of the Lessee's business, fair wear and tear, fire, and unavoidable casualty excepted. It is hereby covenanted and agreed that if during the term of this lease additional toilet facilities may be required by the Lessee, the installation and maintenance thereof shall be at the expense of the Lessee and no responsibility shall fall upon Lessor in connection therewith.
10. **MAINTENANCE.** In addition to the provisions of paragraph four (4) of this Lease relating to maintenance by the Lessee, the Lessor shall keep its parking lot abutting the leased premises in reasonable repair and free and clear of any ice, snow or other obstruction. The Lessor shall not be obligated to make repairs, replacements or improvements of any kind to the building located on the leased premises.
11. **PROPERTY OF LESSEE.** It is hereby covenanted and agreed between the parties hereto that unless otherwise stipulated by agreement in writing from time to time, all trade fixtures, machinery, equipment installed on the premises by Lessee shall be deemed to be the property of Lessee, and the Lessor hereby waives all its right, title and interest in and to the same at the expiration or termination of this lease or to any renewal or extension thereof, except that Lessor does not waive any right of attachment of the same if Lessee be in default of its covenants at the time of such expiration or termination, and written notice of such default shall have been given by Lessor to Lessee not less than thirty (30) days before the end of the term hereof. At the termination of this lease such improvements or alterations as may have been made by the Lessee may be removed therefrom at Lessee's own expense, except such improvements or alterations as are substituted or exchanged for any structural part or parts of the premises. However, no improvements or alterations made by the Lessee shall be removed at the termination of this lease if to do so would impair or affect structural parts or integrity of the building. At the termination of this lease all improvements or alterations which cannot be removed without impairing or affecting structural parts or integrity shall revert to the Lessor at no cost to or payment by the Lessor.
12. **DESTRUCTION OF PREMISES.** In case said demised premises or any substantial part thereof shall at any time during the term of this lease be so destroyed or damaged by fire or unavoidable casualties as to be unfit for occupation or use by Lessee for Lessee's business, then the rent hereinbefore reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be the nature and extent of the damage sustained, shall be suspended and cease to be payable until said premises are rebuilt and put in proper condition by said Lessor for use and occupancy by said Lessee; provided that unless the Lessor shall give to the Lessee written notice of its intention to rebuild said premises within thirty (30) days after such destruction or damage, the Lessee shall have the option by written notice to the Lessor given within ten(10) days after the expiration of thirty

(30) days from such destruction of damage to cancel and terminate this lease. In case Lessor shall have given such written notice or its intention to rebuild, it shall proceed to rebuild as soon as reasonably possible, but Lessee may terminate this Lease if the premises are not tenantable by Lessee for the carrying on of its business within ninety (90) days after the receipt of such notice from Lessor.

13. **HOLD HARMLESS.** The Lessee covenants and agrees with the Lessor that Lessee will indemnify and save harmless the Lessor from any and all loss, cost, damage and expense pertaining to, connected with, or resulting from the use and occupancy of the demised premises by the Lessee, or arising out of any accident or other occurrence causing injury to any person or to property by reason of or in connection with the use and occupation of the demised premises, the access and easement areas by said Lessee, or Lessee's agents, employees, or guests, or which may arise out of or be incidental to or in connection with any phase of the business which the Lessee may carry on in said demised premises. It is understood that the provisions of this section do not apply to any loss, cost damage or expense attributable to the negligent or intentional tortious acts of the Lessor, its agents, employees or assigns.
14. **USE OF PREMISES.** The Lessee shall use the demised premises as a railroad and appurtenant parking and covenants and agrees that Lessee will not carry on therein any offensive trade or business, not do any act, not transact any business by which the insurance on said premises may be affected. With respect to acts or transactions as a result of which the insurance on said premises may be affected, Lessee shall consult in advance with Lessor who in turn shall consult with its insurers for a determination of the facts and to resolve whether said acts or transactions shall be undertaken, and if any additional insurance cost or coverage is required it shall be at the expense of Lessee. Lessee shall be responsible for the increase in insurance that results from the Lessee's use of the premises. Lessor shall bill the Lessee for the additional insurance cost and Lessee shall pay the bill within fourteen (14) days of its receipt. Lessee shall be responsible for the increased insurance for the entire period of its occupancy.
15. **PEACEFUL ENJOYMENT.** The Lessor covenants and agrees with the Lessee that the Lessee, ~~paying the rent herein reserved and observing, keeping and performing the covenants and agreements herein contained, and don the Lessee's part to be observed, kept and performed,~~ shall and may peaceably and quietly have, hold, occupy, possess and enjoy the demised premises and all of the right, privileges, appurtenances, easements and fixtures thereto belonging for and during the full term of this lease, and of any extension or renewal thereof.
16. **SURRENDER OF PREMISES.** The Lessee covenants and agrees with the Lessor that at the expiration or sooner termination of the lease or renewal or extension thereof, the Lessee will quietly and peaceably surrender up possession of the demised premises to the Lessor in as good condition as the demised premises were at the beginning of this lease, ordinary wear and tear excepted.

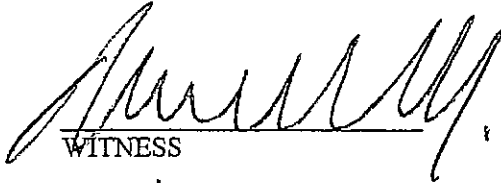
17. **CONDEMNATION.** The taking or condemnation for public purposes of any portion of the demised premises which shall not interfere with the reasonable use of the demised premises shall not affect the term of this lease, but Lessor shall reduce the rental proportionally in the case of a partial taking. In the event that any taking or condemnation of the demised premises or a substantial portion thereof shall unreasonably interfere with the Lessee's use of the premises in such event this lease and the term thereof shall cease and terminate, and any rental paid by the Lessee in shall be proportionately rebated and repaid by the Lessor to the Lessee.
18. **SUBORDINATION.** This lease shall be subject to any mortgage that now effects the demised premises or that the Lessor or any owner of the premises may hereafter at any time elect to place on such premises, and to all advances already made or that may be hereafter made on account of any such mortgage, to the full extent of the principal sum secured thereby and interest thereon. Furthermore, Lessee shall on request hereafter execute any paper or papers that Lessor's counsel may deem necessary to accomplish such subordination of Lessee's interest in this lease.
19. **DEFAULT.** If the Lessee either:
- (a) Shall fail to pay to Lessor any installment of rent due, and such default shall continue for seven (7) days after receipt of written notice by Lessee from Lessor; or
 - (b) Shall fail to comply with any other covenant or obligation or its part to be performed hereunder and shall fail, within thirty (30) days after receipt by Lessee from Lessor of written notice specifying the nature of such default, either to cure such default or in good faith and with reasonable diligence to commence remediation of such default;
 - (c) Shall fail to timely maintain the premises and remove snow; or
 - (d) If the Lessee shall be adjudged or bankrupt or shall make an assignment for the benefit of creditors, or if a receiver of the property of the Lessee in or upon said leased premises be appointed in any action (except in connection with a dispute among stockholders), suit or proceedings by or against the Lessee, voluntarily or involuntarily and if the said bankruptcy, assignment or receivership is not cured within thirty (30) days, or if the interest of the Lessee in said leased premises shall be sold under execution or other legal process, voluntarily or involuntarily, then in either such event Lessor may at his option either:
 - (i) Terminate the possession and right of possession of Lessee, and in such case Lessee shall be liable to Lessor, and hereby promises to pay the Lessor damages in an amount equal to any rent due on the date of such termination; or
 - (ii) Take possession of said property and rent the same as agent for and for the account of the Lessee, in which case Lessee shall be liable for and shall pay to Lessor the difference between the rent herein stipulated and the amount, if any, for which Lessor is able to re-rent said property; or

(iii) Terminate this lease and take possession of the property.

20. **ALIGNMENT.** It is hereby covenanted and agreed between the parties hereto that Lessee shall not assign this lease or sublet the premises stated herein without the written consent in advance of Lessor which consent shall not be unreasonably withheld.
21. **BROKER.** Lessee and Lessor each agree that no broker has any right or claim for the payment of any brokerage or other fee in connection with the negotiation and execution of this instrument.
22. **INSURANCE.** The Lessee shall be solely responsible for insuring the building, accessways and easement areas located on the premises. Such coverage shall be adequate to protect against liability for damage claims through public use or arising out of accidents occurring in the leased premises, in an amount not less than \$2,000,000.00 combined single limits. The insurance policies shall provide coverage for contingent liability of Lessor on any claims or losses. All insurance provided by Lessee as required by this section shall be carried in favor of Lessor and Lessee as their respective interest may appear. All policies shall require ten (10) days notice to Lessor of any cancellation or change affecting any interest of Lessor. If the insurance policies are not kept in force during the term of this lease or any extension thereof, Lessor may procure the necessary insurance and pay the premium thereof, and the premium shall be repaid to the Lessor as an additional rent installment for the month following the date on which the premiums were paid by Lessor or the Lessor may declare the Lease to be in default.
23. **NOTICE.** Any notice required or permitted to be sent under the terms of this lease shall be sent by certified mail, postage pre-paid to Lessor, Cochecho Overlook Ltd. Partnership, P.O. Box 368, New Castle, New Hampshire, 03854 and to the Lessee at the City Manager's Office, 288 Central Avenue, Dover, New Hampshire, 03820. Any notice not so sent but actually received by or personally served on an officer or partner of Lessor or Lessee shall be effective as of the date of such receipt of service.
24. **INTEGRATION.** This lease sets forth the entire agreement by the parties, and no custom, act, forbearance or words or silence at any time by any party shall waive or release either party from any default in the performance of fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment or change of any term or provisions set forth herein, including this clause, unless set forth in written instrument duly executed by such party expressly stating that it is intended to impose such an additional obligation or liability or to constitute such a waiver or release, or that it is intended to operate as such supplement alteration, amendment or change.
25. **INVALID PROVISIONS.** If any term or provision of this lease or the application thereof to any person, property or circumstance shall to any extent be invalid or unenforceable, the remainder of this lease, or the application of such term or provisions to person, property and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and enforced to the full extent permitted by law.

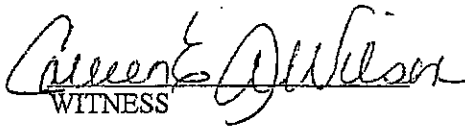
The provisions of this Indenture and Lease shall be binding upon the insured to the benefit of the successors and assigns of the Lessor and the Lessee.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first written above.


WITNESS

COCHECO OVERLOOK LTD. PARTNERSHIP
JGS Enterprises, Inc., General Partner

By: Jean Sawtelle, President
Duly Authorized President
Jean E. Sawtelle

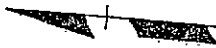

WITNESS

CITY OF DOVER, NEW HAMPSHIRE

By: Paul G. Beecher
PAUL G. BEECHER, CITY MANAGER

**HAIL PLATFORM
PASSENGER RAIL FACILITIES
ATTACHMENT A**

N

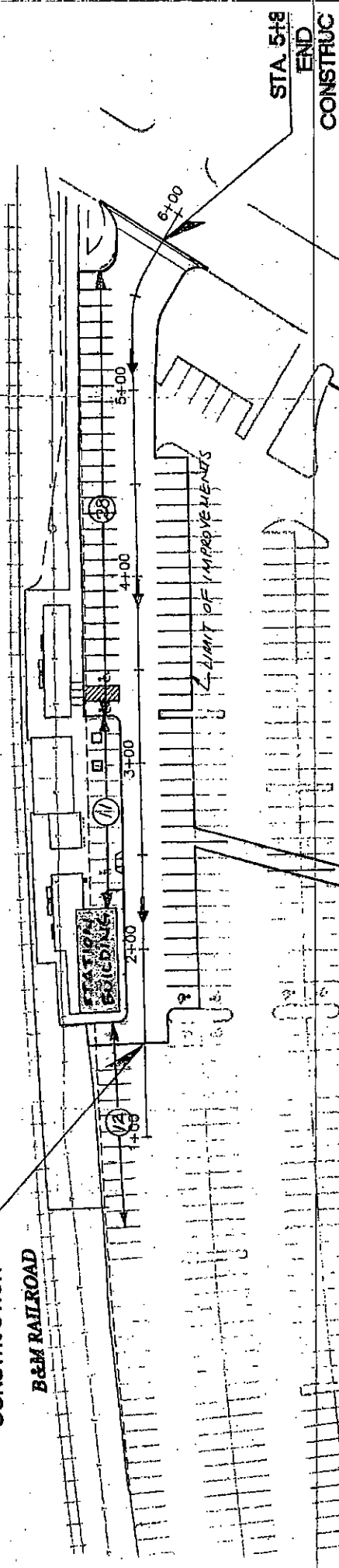


LEGEND

⊗ - DENOTES NUMBER OF PARKING SPACES
51 TOTAL

STA. 1+50
BEGIN
CONSTRUCTION

B&M RAILROAD



STA. 5+8
END
CONSTRUCT

STRAIGHT STREET

SECOND STREET

1" = 11'-0"
DOVER PLANNING DEPT.

SCHOOL ST LOT

11/28/2000

ATTACHMENT B

51 TOTAL COCHECO LEASE AGREEMENT SPACES

← ③ SPACES CITY PARKING →

← TO CENTRAL AVENUE

⑤

SPACES CITY PARKING

⑤

SPACES COCHECO LEASE AGREEMENT

②⑧

SPACES COCHECO LEASE AGREEMENT

①⑧

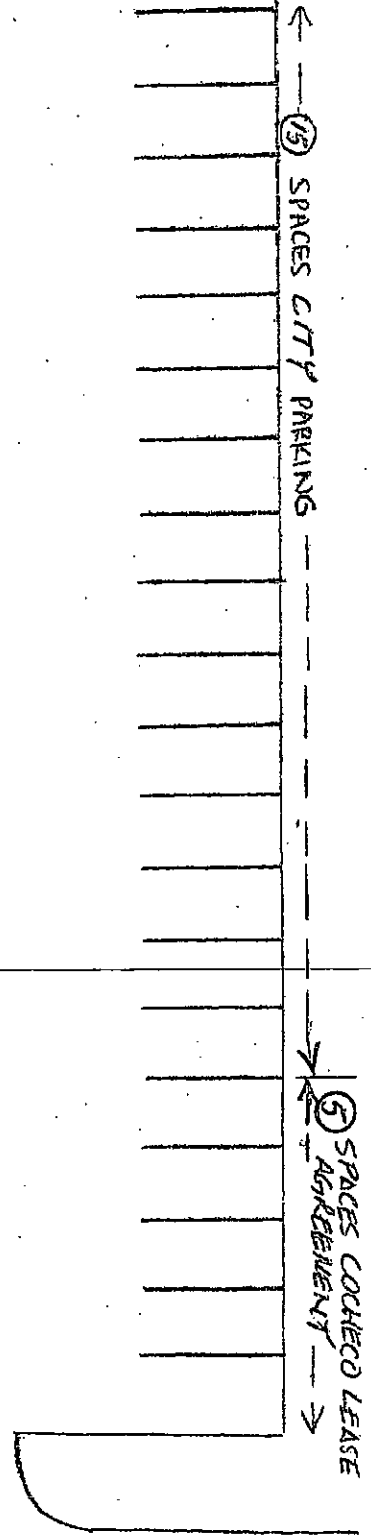
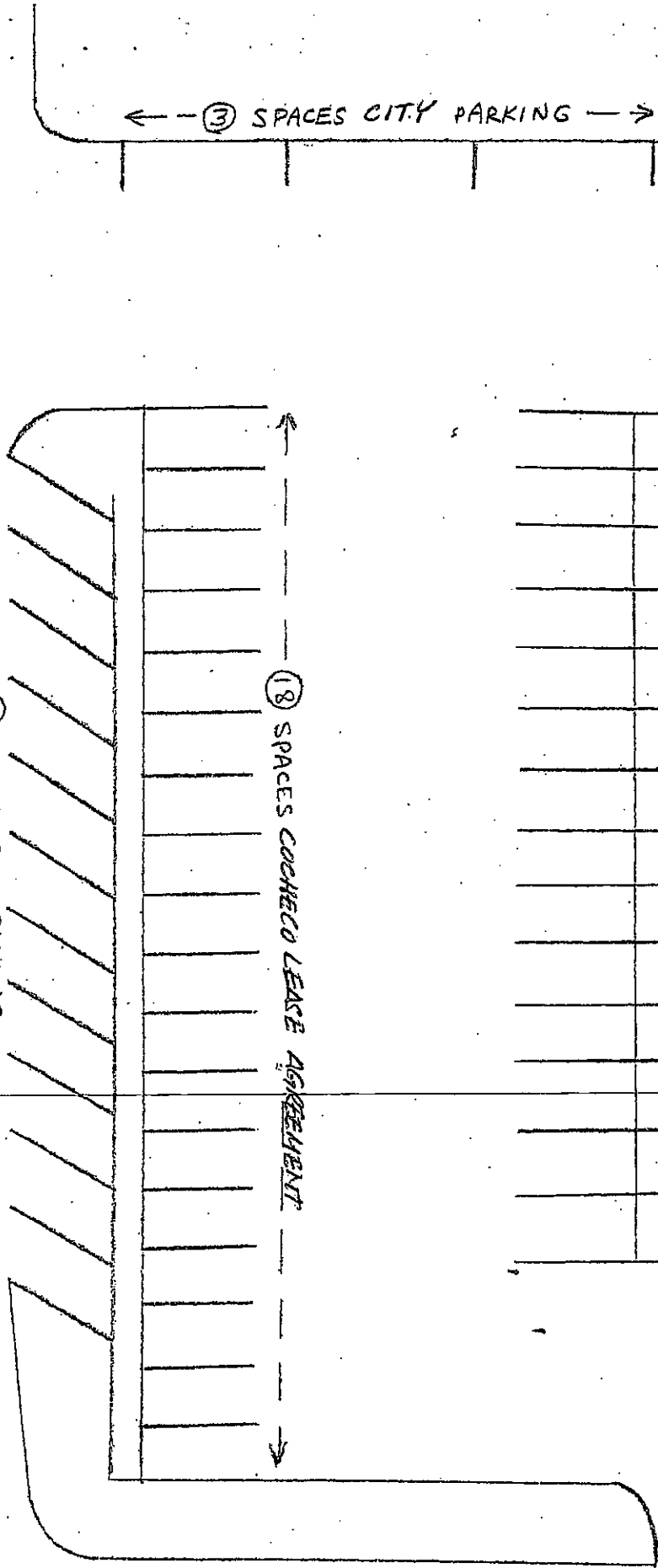
SPACES COCHECO LEASE AGREEMENT

①①

SPACES 2-HR PARKING

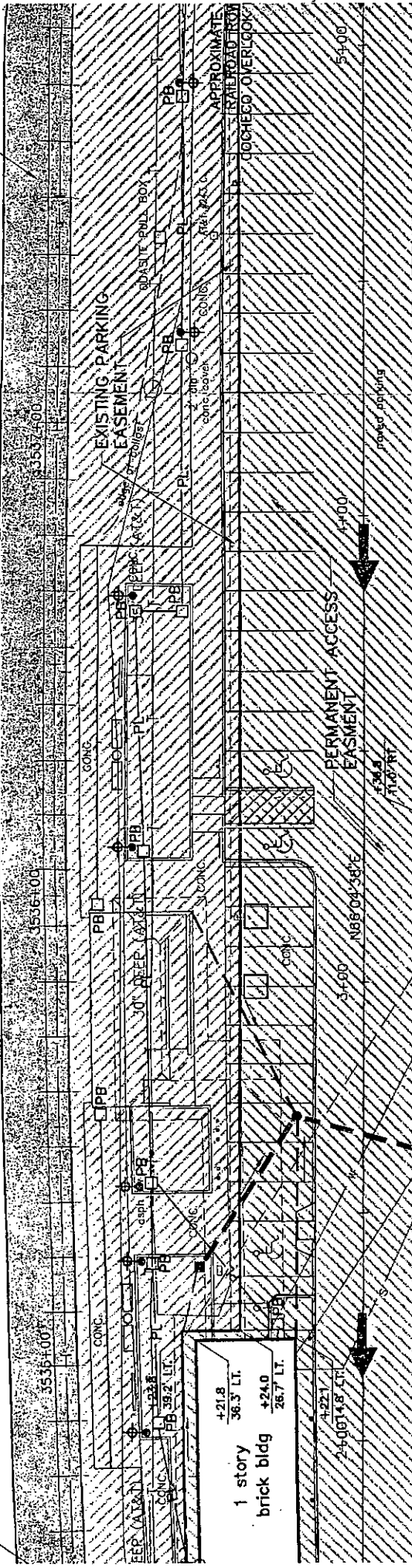
SCHOOL STREET

MECHANIC STREET



TEMPORARY RAILROAD

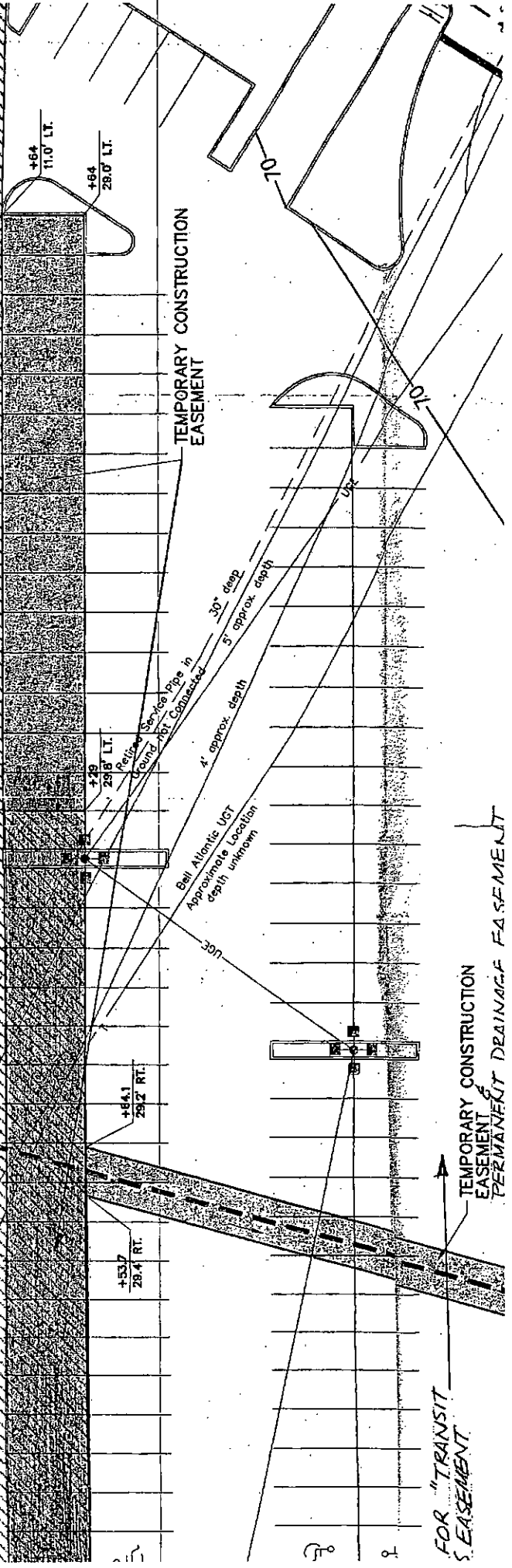
TEMPORARY CONSTRUCTION & RAILROAD ACCESS EASEMENT



1 story brick bldg

+21.8	36.3' LT.
+24.0	26.7' LT.

stationing: 4+22.1, 2+001.8' CRT

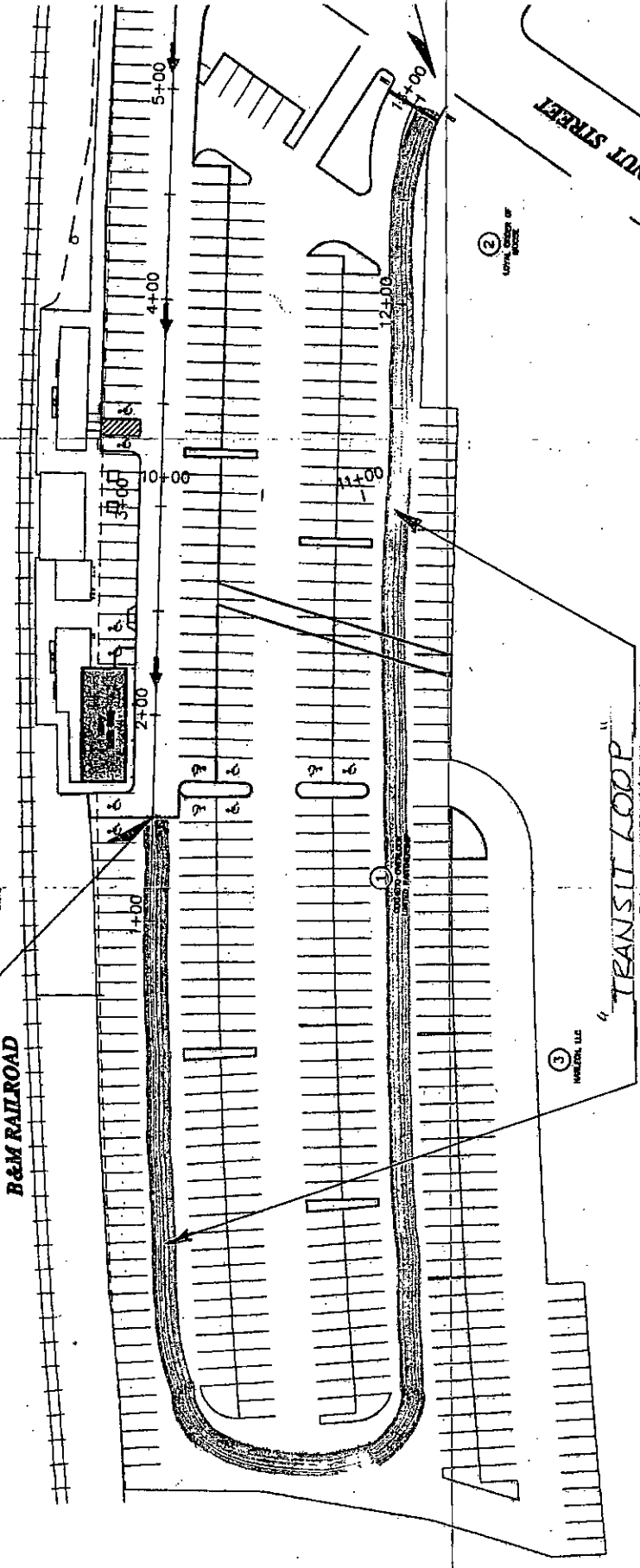


RAIL PLANTFORM
PASSENGER RAIL FACILITIES

N

STA 1+50
BEGIN
CONSTRUCTION
B&M RAILROAD

④
8'-0" TALKING



②
LOCAL OFFICE OF
PLANNING

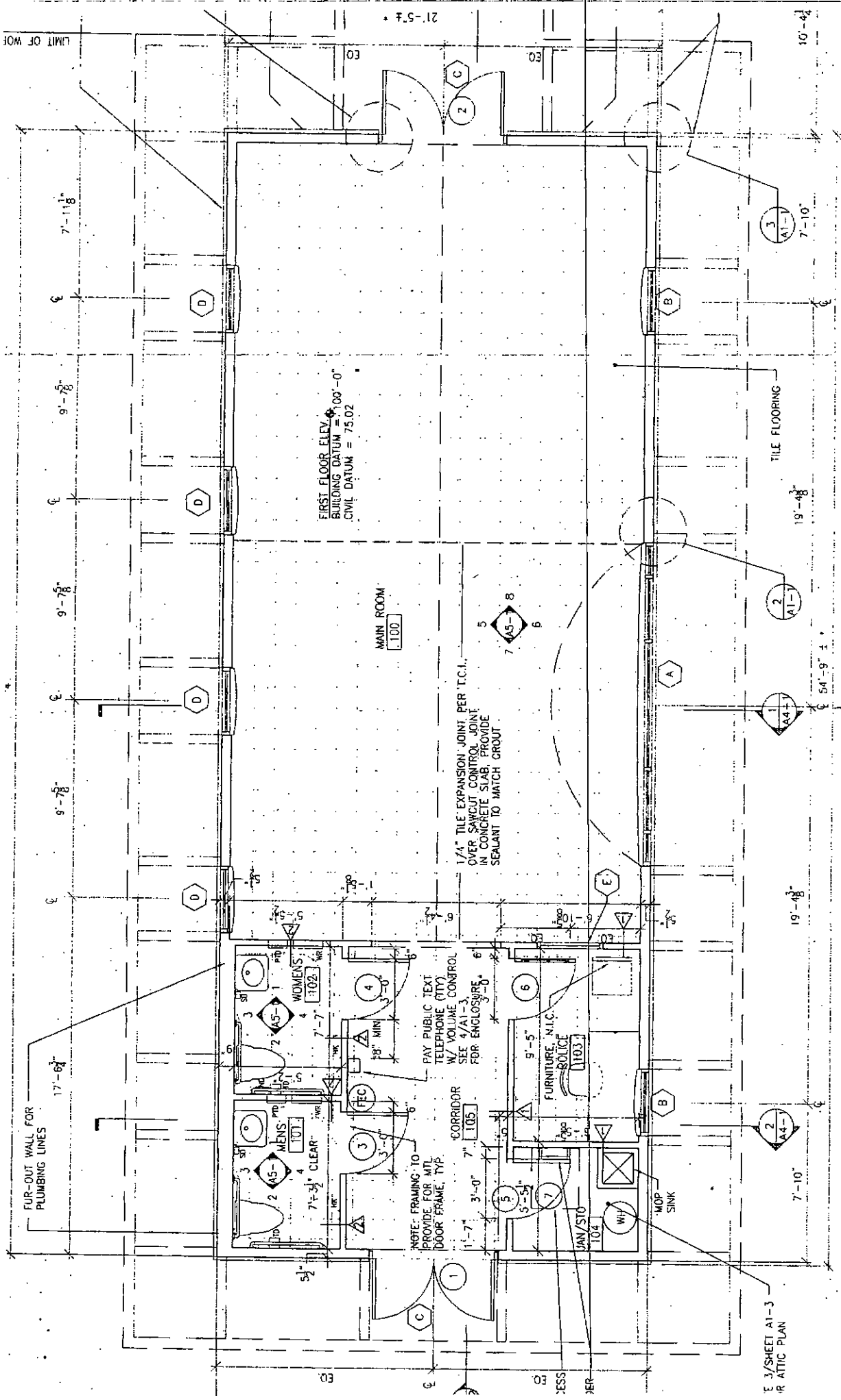
③
MUNICIPAL USE

"TRANSIT LOOP"
ACCESS EASEMENT

LAYOUT

RIVER

CHESTNUT STREET



LIMIT OF WORK

7'-11 1/8"

9'-7 7/8"

9'-7 7/8"

9'-7 7/8"

17'-6 1/2"

FUR-OUT WALL FOR PLUMBING LINES

FIRST FLOOR ELEV.
BUILDING DATUM = 100'-0"
CIVIL DATUM = 75.02

MAIN ROOM
100

1/4" TILE EXPANSION JOINT PER T.C.I.
OVER SAWCUT CONTROL JOINT
IN CONCRETE SLAB. PROVIDE
SEALANT TO MATCH CROUT.

NOTE: FRAMING TO
PROVIDE FOR MTL
DOOR FRAME, TYP

PAY PUBLIC TEXT
TELEPHONE (TTY)
W/ VOLUME CONTROL
SEE 4/A1-3
FOR ENCLOSURE

FURNITURE, N.I.C.
RAILICE
103

JAN/STO
104

MOP SINK

3/SHEET A1-3
R ATTIC PLAN

TILE FLOORING

7'-10"

19'-4 3/8"

19'-4 3/8"

7'-10"

54'-9" ±

7'-10"

10'-4"

21-574



PROPOSED AMENDMENT TO LEASE AGREEMENT

The City of Dover proposes the following amendments to the lease agreement between Cocheco Overlook Ltd. Partnership, by JGS Enterprises, Inc., General Partner and the City of Dover (dated May 15, 2001):

1. Amend Attachment A by adding fifty (50) parking spaces to the existing forty (40) leased parking spaces for a total of ninety (90) parking spaces. The exact location of the additional parking spaces will not be specified so as to allow flexibility.
2. Amend Paragraph 4 c of the Agreement by specifying that the City will be responsible for keeping the transit loop access easement area free of any ice, snow or other obstruction and the City will agree to, on an as needed basis, remove accumulated snow piles created by the Lessor's plowing of the parking lot and placing the snow piles in the western end of the parking lot.
3. This lease amendment runs concurrently with the original lease agreement, however it is stipulated that the amendment can be terminated by the Lessor at any time, with at least sixty (60) days notice to the Lessee.

IN WITNESS WHEREOF, the parties have executed this amendment to the above referenced lease agreement on the _____ day of September, 2002.

COCHECO OVERLOOK LTD PARTNERSHIP
JGS Enterprises, Inc., General Partner

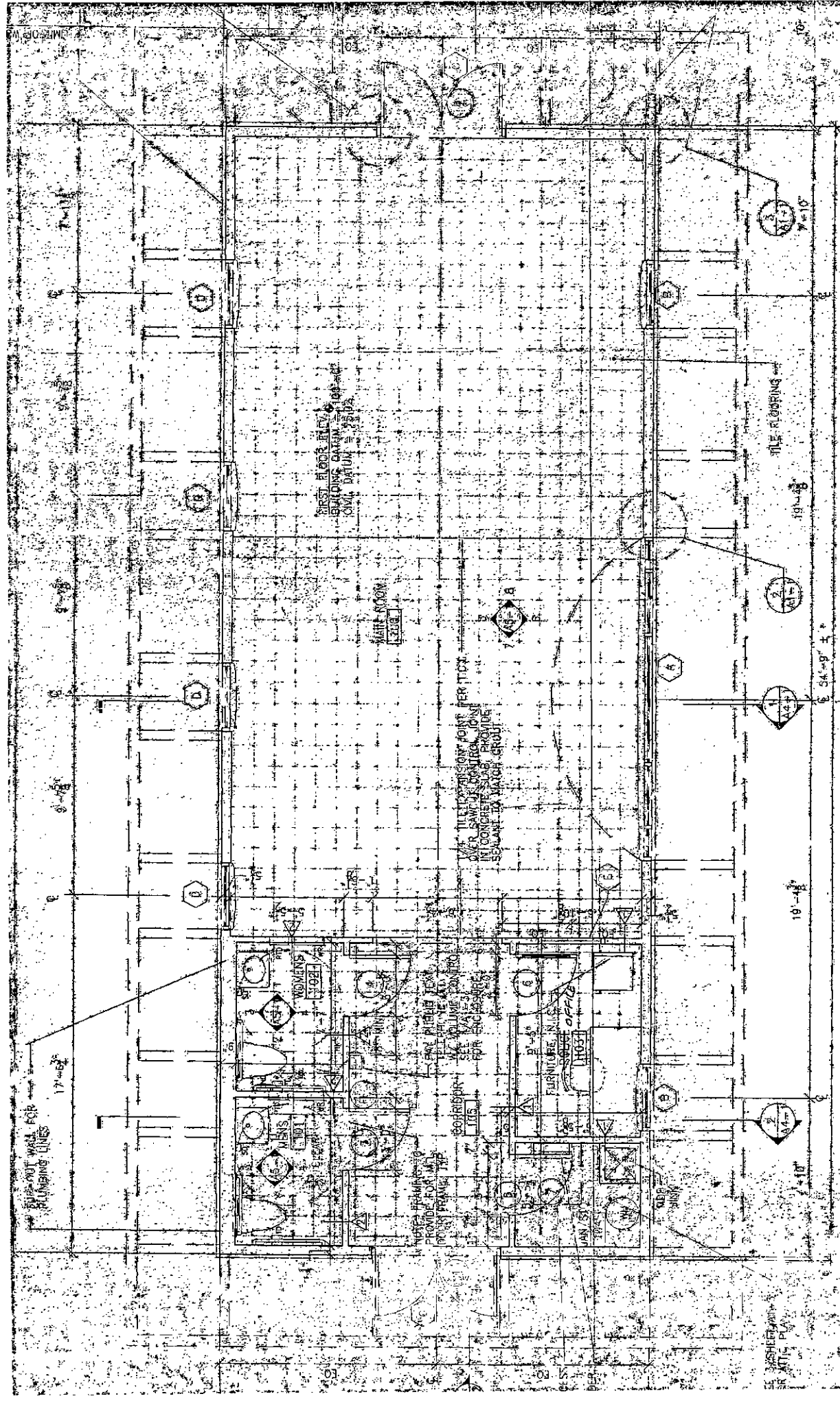
Jean M. Letarte
WITNESS

By: [Signature]
Duty Authorized, President Jean E. Sawtelle
SEC PRO TEM

CITY OF DOVER, NEW HAMPSHIRE

[Signature]
WITNESS

By: Paul G. Beecher
PAUL G. BEECHER, CITY MANAGER



DO NOT WALL FOR PLUMBING LINES 17-62

FIRST FLOOR ELEV. OF BUILDING CAPTIONED ON CIVIL DRAWING 17-62

MAIL ROOM

WOMEN'S TOILET

MEN'S TOILET

JANITOR

WOMEN'S TOILET

MEN'S TOILET

JANITOR

WOMEN'S TOILET

MEN'S TOILET

JANITOR

WOMEN'S TOILET

MEN'S TOILET

JANITOR

EXPANSION JOINTS PER CITY. ALL JOINTS TO BE LOCATED IN CONCRETE SLAB. PROVIDE SEALANT TO MATCH GROUT.

DO NOT WALL FOR PLUMBING LINES 17-62

EXPANSION JOINTS PER CITY. ALL JOINTS TO BE LOCATED IN CONCRETE SLAB. PROVIDE SEALANT TO MATCH GROUT.

DO NOT WALL FOR PLUMBING LINES 17-62

EXPANSION JOINTS PER CITY. ALL JOINTS TO BE LOCATED IN CONCRETE SLAB. PROVIDE SEALANT TO MATCH GROUT.

DO NOT WALL FOR PLUMBING LINES 17-62

EXPANSION JOINTS PER CITY. ALL JOINTS TO BE LOCATED IN CONCRETE SLAB. PROVIDE SEALANT TO MATCH GROUT.

SEE SHEET FOR PLUMBING PLAN

TILE FLOORING

19'-10"

19'-10"

54'-9"

19'-10"

19'-10"

19'-10"

19'-10"

19'-10"

19'-10"

19'-10"



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2013.12.11 – 140**
Resolution Re: Amendment of FY2014 Fee Schedule to Establish Meter and Permit Rates for the Transportation Center Parking Lot

- WHEREAS: The City Council will be voting on Resolution 2013.12.11-139 to amend the School Street Parking Lot Lease Agreement which includes expanded control of the 402 spaces in the Transportation Center Parking Lot on Chestnut Street, and;
- WHEREAS: If the above amendment is accepted, the proper regulation of the Transportation Center Parking Lot is necessary as part of the comprehensive downtown parking program, and;
- WHEREAS: The Transportation Center Parking Lot is distinctive in its use and location within the downtown, and;
- WHEREAS: If accepted, the parking token rate needs to be redefined to accommodate different meter rates.

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

The City Council of the City of Dover authorizes changes to the Police section, p. 9 of the approved FY 2014 Fee Schedule as follows:

ADD

Parking Meter Rates:

Transportation Center Lot \$0.25/hour

ADD

Parking Permit Monthly Fees

Transportation Center Lot \$15/month

AMEND

Parking Meter Fees

Parking Tokens \$5.00/roll of 30

The City Manager recommends that this resolution be adopted.

NEED PUBLIC HEARING AND 2/3 MAJORITY VOTE OF COUNCIL AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch* 12/5/13 Daniel R. Lynch Finance Director Sponsored by: Mayor Karen Weston By request

Approved as to Legal Form: Anthony I. Blenkinsop City Attorney

Recorded by: Karen Lavertu City Clerk *Karen Lavertu*



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2013.12.11 – 140**
Resolution Re: Amendment of FY2014 Fee Schedule to Establish Meter and Permit Rates for the Transportation Center Parking Lot

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor Ed Spuler, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
At Large - Vacant		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

It is recommended that the Transportation Center lot be metered and authorized for low cost monthly permits through the Police Department. The Parking Manager recommends a meter rate of 25 cents per hour and monthly daytime passes at \$15. Hours of operation would be regulated under C.O. 166-37. Parking would be free from 7pm to 9 am each weekday, on holiday and weekends.

The current parking token rate is listed at \$0.50/hr and would not be compatible with a meter rate of \$0.25/hr. The recommended parking token rate of \$5.00 per roll is the same cost to users as they are now. Three tokens buy an hour's worth of parking for 50 cents. 30 tokens will still buy 10 hours of parking for \$5.00.

Document Created by: Police Document Posted on: December 5, 2013	Amendment of FY2014 Fee Schedule to Establish Meter and Permit Rates for the Transportation Center Parking Lot Resolution.2013.12.11	Page 2 of 2
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CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2013.12.11 – 141**

Resolution Re: **Council Appointments Committee Guidelines**

Whereas: The Dover City Council has a standing Committee of Councilors defined in the Council Rules as the Appointments Committee; and

Whereas: Unless otherwise specified in Chapter 5 Boards, Commissions and Committees, it is the Council that Appoints to Boards, Commissions, and Committees; and

Whereas: The Appointments Committee is in place only to help with the Appointment process; and

Whereas: To ensure transparency and good service to the process, volunteers and Council, the Council wishes to have documentation to define the process and help with anticipated results for all

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

The City Council of Dover appends the attached guidelines for the Appointments Committee for the appointment process to be used by the Council and Appointments Committee.

AUTHORIZATION

Daniel R. Lynch 12/5/13

Approved as to Funding:

Daniel R. Lynch
Finance Director

Sponsored by:

Councilor Catherine Cheney

Approved for Legal Compliance:

Anthony L. Blenkinsop
General Legal Counsel

Recorded by:

Karen Lavertu
City Clerk *K. Lavertu*



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2013.12.11 – 141**

Resolution Re: **Council Appointments Committee Guidelines**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor Ed Spuler, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor At Large (vacant)		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The City Council has an Appointments Committee defined in the Council Rules to aid the Council in fulfilling the obligation as defined in the Charter and common sense that it is the Council that appoints volunteers to the various Boards, Commissions, and Committees as defined in Chapter 5 of the Dover Code.

Discussion about this Committee as well as the Ordinance Committee and their roles and processes resulted in the Council determining there were no documented guidelines to the process that the Council could refer to ensuring the Councils individual and collective concerns.

The Council determined there would be a set of guidelines to help make sure no one falls through the cracks, have a practice that is documented and that the process could reassure the Council that they were satisfying the obligation to the Charter and public with the process in place.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.3.

Resolution Number: **R – 2013.12.11 – 141**

Resolution Re: **Council Appointments Committee Guidelines**

Guidelines for the Council Standing Appointments Committee (What the Council can expect)

1. The Council will be electronically copied on all emails of the Committee concerning agenda, pending appointments and agenda material.
2. The committee chair will be responsible to inform applicants at the interview that there is a requirement for a signed oath. This requirement will be put on the form for interested volunteers with a check box for agreement:
“ Please check that you understand and will agree to sign an Oath of Office both on initial appointment and reappointment to any Committee.”
3. The Council will be informed of any volunteers that have asked for reappointment that were not considered to bring to the Council as a reappointment.
4. The Council will be informed of any volunteers that are coming up for appointment that are not residents of Dover.
5. All committee members up for reappointment shall be contacted to affirm interest in reappointment.
6. Appointments will be considered for Committees on a first-come first recommended to the Council for recommendation. The date is the date the applicant filed with the Clerk’s Office.
7. No member of the Committee or Council will have the autonomy to remove information from the Appointments Committee’s documents without the Committee duly removing the application from file with a vote.
8. Applicants will be contacted when 1 year has passed from their application date to see if they wish to remain current for consideration.
9. Once appointed, at Oath time, the Applicant will be given a blank application so they may consider further boards if they like.
10. If applicants are not considered they may have the opportunity to come before the Council or Appointments Committee to address any concerns, such as missing information, cross-land board membership, non-resident applicant.
11. Minutes will be kept.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2013.12.11 – 142**
Resolution Re: **Council Ordinance Committee Guidelines**

- Whereas: The Dover City Council has a standing Committee of Councilors and City Legal Counsel defined in the Council Rules as the Ordinance Committee.; and
- Whereas: Unless instantiated by the Council, as those Ordinances authorized through Planning Chapter 41, it is the Council that is responsible for approval, creation and update of the individual Chapters of the Dover Code (Ordinances); and
- Whereas: The Ordinance Committee is in place to help with the Ordinance process; and
- Whereas: To ensure transparency and good service to the process, the Council, desires documentation to define the process to further ensure anticipated results for all

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

The City Council of Dover appends the attached guidelines for the Ordinance Committee to the ordinance process to be used by the Council and Ordinance Committee.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch *12/5/13* Sponsored by: Councilor Catherine Cheney
Finance Director

Approved for Legal Compliance: Anthony L. Blenkinsop
General Legal Counsel

Recorded by: Karen Lavetti
City Clerk *[Signature]*



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2013.12.11 – 142**
Resolution Re: **Council Ordinance Committee Guidelines**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YEAH	NAY
Mayor Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor Ed Spuler, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor At Large (vacant)		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The City Council has an Ordinance Committee defined in the Council Rules to aid the Council in fulfilling the obligation as defined in the Charter and common sense that it is the Council that passes local municipal laws.

Discussion about this Committee as well as the Appointments Committee and their roles and processes resulted in the Council determining there were no documented guidelines to the process that the Council could refer to ensuring the Councils individual and collective concerns.

The Council determined there would be a set of guidelines to help make sure ordinances are reviewed more closely by the Ordinance Committee (fellow Councilors and Legal Counsel as ex officio) to aid the Council and provide a process that reassures the Council and the public that a greater whole look is being fulfilled to meet our obligations to the Charter and public with the process in place.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.4.

Resolution Number: **R – 2013.12.11 – 142**

Resolution Re: **Council Ordinance Committee Guidelines**

Guidelines for the Council Standing Ordinance Committee

(What the Council can expect)

1. The Council will be copied on all emails of the Committee concerning agenda and agenda material.
2. The Ordinance Committee will meet as needed prior to the first reading of an Ordinance. The meeting will be scheduled by the Chair:
 - a. At the setting of the City Council agenda with an ordinance for the first reading or earlier when Chair is notified
 - b. Whenever a Councilor, Department, Citizen wishes to bring forward an effort for a new Ordinance or a change to an existing Ordinance
3. The Ordinance Committee's duties shall include conducting a regular review of proposed ordinance changes and making recommendations to the City Council for those ordinances. As brought forward, proposed ordinance changes would be reviewed for all matters relating to Constitution of the State, State Laws (RSAs), the Charter and Ordinances of the City of Dover. The Committee shall carefully examine the proposed Ordinances to see that they are in technical form and that they are the authentic ordinances of the City of Dover being proposed for change.
4. All changes will be vetted through the sponsor.
5. Any minor changes such as typographical errors, incorrect RSA or other reference, ... will prompt an email to the City Clerk and City Attorney with corrected ordinance attached for substitution
6. Any major changes the sponsor will be contacted and the ordinance will be referred to a second hearing.
7. The Committee will inform the Council of all findings on the night of their Public Hearing so the Council may choose the disposition going forward of the proposed Ordinance.
8. Minutes will be kept.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#:

13.B.5.

Resolution Number: **R - 2013.12.11 - 143**
Resolution Re: ESTABLISHMENT OF AD-HOC COMMITTEE FOR STUDY OF SUSTAINABLE TURF MANAGEMENT PRACTICES

- WHEREAS: The City of Dover is committed to identifying and employing sustainable practices in the delivery of services to our citizens; and,
- WHEREAS: The City's commitment to sustainable practices includes reducing dependence on activities that harm life-sustaining eco-systems; and,
- WHEREAS: Turf management activities involved with maintaining public green spaces throughout the community require weed and insect control measures; and
- WHEREAS: Identifying and implementing cost effective and environmentally sustainable turf management practices will benefit the Dover community;

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

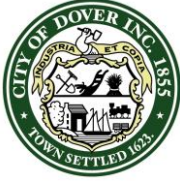
An Ad-Hoc Committee for the Study of Sustainable Turf Management Practices is established. The Committee is charged with investigating and making recommendations for environmentally sustainable weed and insect control measures to be employed in future turf management practices of public green spaces throughout the community. Committee membership shall consist of five persons being two Dover citizens of which at least one shall be a turf management professional with knowledge of weed and insect control best practices, the City's Environmental Projects consultant, the Community Services Director (or designee) and the Dover School Superintendent (or designee). The Committee shall complete its work and provide recommendations to the City Council and City Manager by April 1, 2014.

AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 12/5/13* Daniel R. Lynch Finance Director Sponsored by: Councilor Edward Spuler Ward 1 Councilor

Approved for Legal Compliance: Anthony Blenkinsop General Legal Counsel

Recorded by: Karen Lavertu City Clerk *K. Lavertu*



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#:

Resolution Number: **R – 2013.12.11 -**
Resolution Re: **ESTABLISHMENT OF AD-HOC COMMITTEE FOR STUDY OF SUSTAINABLE TURF MANAGEMENT PRACTICES**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Vacant, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

This resolution establishes an Ad-Hoc Committee to Study Sustainable Turf Management Practices. The Committee is charged with studying and providing recommendations to the City Council and City Manager for environmentally sustainable weed and insect control measures to be employed in future turf management practices of public green spaces throughout the community. Committee membership shall consist of five persons which shall be two Dover citizens (at least one shall be a turf management professional with knowledge of weed and insect control best practices), the City’s Environmental Projects consultant, the Community Services Director (or designee) and the Dover School Superintendent (or designee). The Committee shall complete its work and provide its recommendations by April 1, 2014.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item #: 13.B.6.

Resolution Number: R -2013.12.11 - 144
Resolution Re: Merit Plan Amendment - Part-Time Definition

- WHEREAS: The City Charter requires that the City Manager submit any amendments to the Merit Plan to the City Council as an item on the regular City Council meeting agenda; and
WHEREAS: The City Council shall within sixty (60) days after having received the amendments take action to approve or disapprove them at a regular City Council meeting; and
WHEREAS: The Merit Plan of the City of Dover, New Hampshire currently defines part-time employment as being less than thirty (30) hours per week; and
WHEREAS: RSA 100-A, pertaining to the New Hampshire Retirement System (NHRS), was amended in 2011 to define certain part-time employment as being thirty-two (32) hours or less per week; and
WHEREAS: The City Manager wishes to amend the Merit Plan by changing the part-time definition from thirty (30) to thirty-two (32) hours or less per week, and to make corresponding changes to the definition of full-time, to coincide with the NHRS change.

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

The City Council accepts and approves the amendments to the Merit Plan, as submitted, by the City Manager.

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch 12/5/13 Finance Director Sponsored by: Deputy Mayor Robert Carrier By Request
Approved for Legal Compliance: Anthony Blenkinsop City Attorney
Recorded by: Karen Laverette City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item #: 13.B.6.

Resolution Number: **R -2013.12.11 – 144**
Resolution Re: **Merit Plan Amendment – Part-Time Definition**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor At Large - vacant		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

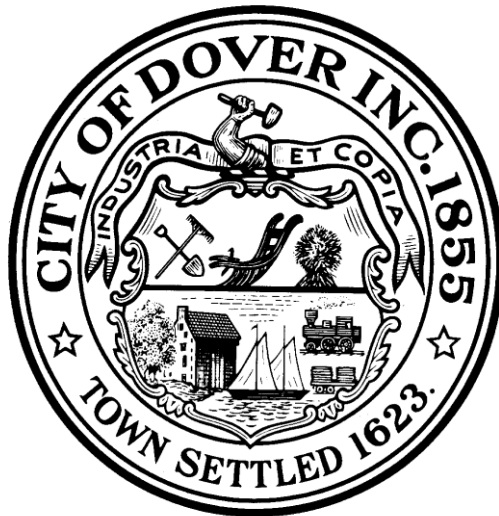
RSA 100-A relating to the NH Retirement System was amended by the State legislature in 2011 establishing a definition for certain part-time employment as not exceeding thirty-two (32) hours in each normal calendar week.

This amendment to the Merit Plan changes the threshold defining part-time employment from being “less than thirty (30) hours” to “thirty-two (32) hours or less” per week, and makes corresponding changes to the definition of full-time.

This change will allow the Merit Plan definition of part-time employment to coincide with the 2011 change in the NHRS definition. It will also provide an opportunity for lowering employer paid benefit costs by increasing the number of hours required to attain eligibility for employer paid health and dental benefits.

MERIT PLAN

CITY OF DOVER
New Hampshire



Submitted by

Michael Joyal, City Manager

Effective October 4, 2011

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MERIT PLAN OF THE CITY OF DOVER, NH

ARTICLE I. PURPOSE

It is the purpose of this Merit Plan to give effect to the provisions of the Dover, New Hampshire City Charter. The rules and regulations that comprise the Merit Plan and are contained herein shall be applied in accordance with the purpose of section C7-2 of the City Charter, which is interpreted and declared to be as follows:

- Section 1: To provide for an efficient system of modern personnel administration based on the principles of merit and designed to ensure sound and consistent employment practices.
- Section 2: To provide for the selection, appointment, promotion, training, transfer, lay off, discipline, and removal of City of Dover employees on the basis of merit.
- Section 3: To provide for a position classification system within the Administrative Service of the City, to be known as the Classification Plan.
- Section 4: To provide for a compensation system for City of Dover employees holding positions in the Classified Service of the City, to be known as the Pay Plan.
- Section 5: To provide for City of Dover employees a definite policy regarding annual leave, personal illness leave, and other leaves of absence.
- Section 6: To provide for City of Dover employees a definite policy regarding eligibility for participation in a retirement plan and other benefits.
- Section 7: To provide for City of Dover employees a procedure for appeals related to the application of these rules and regulations.
- Section 8: To provide for other matters necessary to ensure the maintenance of efficient service and the improvement of working conditions.

ARTICLE II. AMENDMENT OF MERIT PLAN

The City Manager may amend the rules and regulations contained within this Merit Plan from time to time as deemed suitable and necessary to carry out the provisions of the City Charter by submission of such amendments to the City Council. An amendment shall become effective pursuant to the provisions of the Dover City Charter C7-2. The Classification Plan and the Pay Plan are appended to and made a part of this Merit Plan. All amendments to the Classification Plan and **and** all amendments to the Pay Plan shall become effective only after approval of the Dover City Council through the use of the procedure contained in Dover City Charter C7-2

ARTICLE III. DEFINITIONS

For the purpose of the rules and regulations contained herein, the following words and terms shall have the meaning indicated below:

- Definition 1: ADMINISTRATIVE SERVICE shall mean the entire body of employees holding positions in the Classified Service, all of whom serve under the appointive powers of the City Manager and/or department heads.
- Definition 2: APPOINTING AUTHORITY shall mean the City Manager or department head, who shall have the authority to hire and/or terminate the employment of persons for the City of Dover in accordance with the duties and powers conferred by the City Charter and these rules and regulations.
- Definition 3: APPOINTMENT shall mean the selection and hiring by the Appointing Authority of a person to fill a position in the Classified Service of the City. Appointments shall be of the following types: Original, Temporary, Re-Employment, Transfer, Promotion, Demotion.
- Definition 4: CLASSIFICATION, OR CLASS OF POSITIONS shall mean a position or grouping of positions in the Classified Service of the City having similar duties and responsibilities and requiring similar qualifications.
- Definition 5: CLASSIFICATION PLAN shall mean the overall organization of positions into groups or classes on the basis of the duties and responsibilities of the position and knowledge, skill and ability necessary for adequate performance of the essential functions of the position.
- Definition 6: CLASSIFIED SERVICE shall mean the collection of all full-time and part-time positions included in the Classification Plan of the City which are subject to the appointing authority of the City Manager and/or department heads.
- Definition 7: DEMOTION shall mean a change of the employment status of an employee from a position in one class to a position in another class having a lower maximum salary rate.
- Definition 8: DISCRETIONARY AND PROFESSIONAL SERVICE shall mean department heads or other employees who are immediate subordinates and report directly to the City Manager. Such employees are particularly qualified and regularly and routinely as part of their duties, exercise discretion and judgment over the performance of their functions. These employees are considered part of the Classified Service, but shall not always be subject to all provisions of the Merit Plan. As such, for the purposes of recruitment and retention of this type of personnel, the City Manager may provide these employees with additional benefits or incentives. The City Manager may enter into employment and severance agreements with employees who are members of the Discretionary and Professional Service. A Resolution for each agreement shall be placed as a separate item on the next regular Council agenda prior to the execution of the agreement by the City Manager. The proposed written agreement shall be available to the Council and to the public. The City Council shall review and approve or disapprove the cost items of all employment and severance agreements at the first available regular council meeting or within thirty (30) days whichever is less. Persons employed as part of the Discretionary and Professional Service shall be appointed by reason of their particular training and experience as determined by the City Manager to be the best qualified and available person for the job. Such persons shall not necessarily be appointed or promoted according to standard promotional procedures as applicable for all

other employees of the Classified Service. Discretionary and Professional Service employees shall receive a salary in compensation for their services rendered, irrespective of their regular hours of employment. Discretionary and Professional Service employees shall include, but not necessarily be limited to the Assistant City Manager, City Attorney, City Clerk and the department heads or other administrative staff as may be defined in the Administrative Code.

Definition 9: EMPLOYEE shall mean any person who has been appointed to a position in the Classified Service of the City in accordance with the provisions of the City Charter and these rules and regulations.

Definition 10: ENTRANCE EXAMINATION shall mean a standard examination which may be given to all applicants for appointment to a position in the Classified Service of the City, to determine their general qualification for service with respect to the particular position for which they are applying.

Definition 11: HOURLY EMPLOYEE shall be any employee compensated for each hour of work performed at an hourly rate as stipulated in the Pay Plan of the City of Dover for their particular position and pay step. Hourly employees are Fair Labor Standards Act non-exempt employees and are distinguished from salaried employees.

Definition 12: ORIGINAL APPOINTMENT shall mean the appointment of a person having never been previously employed by the City to a position in the Classified Service of the City.

Definition 13: PROBATIONARY PERIOD shall mean an evaluation period following appointment to a position in the Classified Service of the City which shall be utilized as fully as possible to determine the ability of the employee to satisfactorily fulfill the requirements of the position to which they were appointed. All employees appointed to positions in the Classified Service whose employment is intended to exceed four (4) months in a single calendar year shall be subject to a probationary period.

Definition 14: PROMOTION shall mean a change of the employment status of an employee from a position in one class to a position in another class having a higher maximum salary rate.

Definition 15: PROMOTIONAL EXAMINATION shall mean a qualifying examination which may be given to all applicants for appointment to a higher classified position in the Classified Service of the City, to determine their general qualification for service with respect to the particular position for which they are applying.

Definition 16: PROVISIONAL APPOINTMENT shall mean a non-competitive appointment of a person to a position in the Classified Service of the City made on a temporary basis pending the completion of a selection and appointment process.

Definition 17: RE-EMPLOYMENT shall mean the appointment of a person having been previously employed by the City to a position in the Classified Service of the City.

Definition 18: REGULAR FULL-TIME EMPLOYEE shall mean an employee who works more than thirty-~~two~~-(32) ~~or more hours~~ per week for twelve (12) or more

consecutive calendar months in any position classification included in the Classification Plan of the City.

Definition 19: REGULAR PART-TIME EMPLOYEE shall mean an employee who works ~~less than~~ thirty-two (32) hours or less per week and who is retained to work twelve (12) or more consecutive calendar months in any position classification included in the Classification Plan of the City.

Definition 20: SALARIED EMPLOYEE shall be any employee receiving a salary as stipulated in the Pay Plan of the City of Dover for their particular position and pay step as compensation for their services rendered, irrespective of their regular hours of employment. Salaried employees are Fair Labor Standards Act exempt employees and are distinguished from hourly employees.

Definition 21: SEASONAL OR TEMPORARY FULL-TIME EMPLOYEE shall mean an employee who works more than ~~thirty-two (3032)~~ ~~or more~~ hours per week for less than twelve (12) consecutive calendar months in any position classification included in the Classification Plan of the City.

Definition 22: SEASONAL OR TEMPORARY PART-TIME EMPLOYEE shall mean an employee who works ~~less than~~ thirty-two (32) hours or less per week for less than twelve (12) consecutive calendar months in any position classification included in the Classification Plan of the City.

Definition 23: TRANSFER shall mean a change of the employment status of an employee from a position in one class to a position in another class having an equal maximum salary rate.

ARTICLE IV. IMPLEMENTATION AND ADMINISTRATION

Section 1: Status of Present Employees: Any person holding a position of employment in the City's service, upon the adoption and subsequent amendment of these rules and regulations, shall assume the status of the position held, and shall be presumed to have been appointed in accordance with the rules and regulations contained herein.

Section 2: Personnel Officer: The City Manager shall be the Personnel Officer of the City of Dover, except as he/she may delegate such duties to another specific individual. Further, the City Manager may delegate limited aspects of the personnel function to other officers, department heads, or agents of the City. Duties of the Personnel Officer shall include the administration of all rules and regulations contained herein.

Section 3: Applicability: The Merit Plan rules and regulations apply to all employees in the Classified Service of the City except, however, certain parts of these rules and regulations shall be superseded by any conflicting provision contained within an agreement executed pursuant to State Statute between the City of Dover and an authorized employee bargaining unit whose wages, benefits and conditions of employment are embodied in such agreement.

Section 4: Regulatory Compliance: The City Manager shall have the authority to establish Administrative Regulations and such other administrative policies and procedures consistent with the intent and purpose of the Merit Plan as may be necessary to ensure ongoing compliance with federal and/or state employment

regulations. The City Manager shall notify the City Council of proposed changes and shall provide the City Council with a written copy of the regulations and policies by placing a copy in the City Clerk's office.

ARTICLE V. CLASSIFICATION PLAN

- Section 1: There shall be a Classification Plan for all positions of service in the City. For each class of positions within the City, this Plan shall establish a class title, a statement of purpose and general duties, authority and responsibility thereof, and the qualifications necessary or desirable for the satisfactory performance of the duties of said class. Any changes shall be approved by the City Council pursuant to the procedure stated in the City Charter C 7-2.
- Section 2: In maintaining the Classification Plan, the Personnel Officer shall approve and allocate to its appropriate class each position to be included in the Classified Service. In making such allocations, the Personnel Officer shall administer and provide for the uniform and equitable application of the Classification Plan to all positions of service in the City.
- Section 3: The class titles set forth in the Classification Plan shall be used to designate positions in the Classified Service of the City in all official records, vouchers and communications, and no person shall be appointed or employed in a position in the Classified Service under any class title which has not been first approved and allocated by the Personnel Officer. This requirement shall not exclude the use of statutory or working titles that may be used informally as appropriate or expedient.

ARTICLE VI. PAY PLAN

- Section 1: The Personnel Officer shall be responsible for the development and maintenance of a uniform and equitable Pay Plan, which shall consist of minimum and maximum rates of pay for each class of position and such intermediate steps or increments as considered necessary and equitable. Any changes shall be approved by the City Council pursuant to the procedures stated in the City Charter C7-2.
- Section 2: The Pay Plan shall be linked directly with the Classification Plan and shall be established and amended with due regard to ranges of pay for each class of positions; requisite qualifications for each class; prevailing rates of pay for comparable work in other private and public employment within the Dover area, or other comparable municipalities; cost of living factors; suggestions from department heads; other benefits received by employees; the financial condition of the City; and other economic considerations.
- Section 3: The compensation of each employee shall be reviewed annually by the City Manager and/or each department head for the purpose of determining which employee shall receive a wage adjustment. Wage adjustments shall mean an increase in the rate of pay, which will result in a move to the next higher step or increment of the established wage scale for the particular position of employment. Said increases in rate of pay shall be made in conjunction with the

employee's annual performance evaluation, and shall be awarded on the anniversary date of the employee's appointment to their current position.

Section 4: Wage increases shall be based upon merit. An annual performance appraisal shall be completed for each employee by their supervisor(s) relating generally to their work habits, performance, and other related factors. Employees found to be performing satisfactorily by their supervisor(s) shall be recommended for a wage adjustment to the next higher pay step or increment on an annual basis. The performance review shall be made in order that employees who perform satisfactorily shall be rewarded, thus providing incentive for continued efficient work. All personnel records, including an annual performance evaluation, tardiness, and absences from work, and length of service to the City, shall be considered when making recommendations for wage adjustments.

Section 5: All other pay increases received by employees shall be limited to salary adjustments or increases in the Pay Plan itself as a result of those adjustments considered necessary and equitable.

ARTICLE VII. RECRUITMENT AND APPOINTMENT

Section 1: Equal Employment Opportunity: Individuals shall be selected for employment with the City from the best qualified persons applying for said employment without discrimination as to sex, age, race, color, national origin, creed, religion, political affiliations or any other non-merit based factors; preference being given to citizens of the City of Dover when all other qualifications are equal.

Section 2: Recruitment: Within the limits of time during which a position must be filled, there shall be as wide a search for qualified candidates as is practical. The character of such search will vary from position to position, but normally shall include posting of notices of vacancy, advertising, and contact with State and other employment offices.

Section 3: Selection: After completing all candidate evaluation procedures as the Appointing Authority may determine as relevant, necessary, and within the limits of the law, selection shall be made by the Appointing Authority from among those persons who have qualified for appointment.

Section 4: Promotion: Present employees shall be given maximum opportunity for advancement in the service of the City. Present employees shall be given first consideration in filling a vacancy and shall be afforded training opportunities to qualify for promotion. It is recognized that from time to time, the good of the service may require that a vacancy be filled from outside the current service of the City.

Section 5: Probation: The probationary period shall be regarded as an integral part of the appointment process and shall be utilized for closely observing an employee's work, ensuring the most effective adjustment of a new employee to his/her position, and for rejecting any employee whose performance does not meet the required work standards. All original and promotional appointments shall be for a probationary period of twelve (12) consecutive calendar months which may be extended by the Appointing Authority as may be required, but not for a period of more than four (4) additional consecutive months. At a minimum,

each probationary employee shall receive a six (6) month performance evaluation. In cases of original employment with the City, during the probationary period, an employee may be dismissed at any time without the right of appeal or hearing in any manner. An employee dismissed during the probationary period from a position to which he/she was promoted, may be reinstated to the position from which he/she was promoted, unless such dismissal is the result of a disciplinary action. Any employee may be placed on probation for a period not exceeding twelve (12) months for cause after having completed probation, in which case the employee may be dismissed at any time without the right of an appeal or hearing in any manner. The provisions of this section apply to employees appointed to fill regular full-time and part-time positions in the Classified Service of the City.

Section 6: Training: In order that employees may perform their work more efficiently and be able to qualify for positions of increasing difficulty and responsibility, the Personnel Officer shall develop and implement educational training programs whenever possible.

Section 7: Transfer: If an employee, possessing the qualifications necessary to fill a vacant position within the Classified Service of the City, wishes to be transferred from his/her present department to another department, she/he shall be afforded an opportunity to apply and be considered for the position.

ARTICLE VIII. SENIORITY AND LENGTH OF SERVICE AWARDS

Section 1: When an employee transfers from one department to another, or is promoted within the Classified Service of the City, the date of original employment with the City shall count as the starting date for purposes of calculating seniority as it applies to longevity awards, vacation leave and other benefits. Classification seniority shall apply from the date of appointment to the most current position. Classification seniority and/or department seniority shall be distinguished from overall longevity or employment with the City. Employees who leave the employ of the City for a period greater than twenty-four (24) consecutive hours, and who do not work at least one (1) normal work day by reason of their termination of employment with the City, shall be considered permanently severed from employment with the City. Should a former employee of the City return to the employ of the City in either his/her former department or another department within one (1) year from the date of termination, he shall be entitled to consideration for the purposes of longevity pay and vacation benefits only. In all other respects, the re-employment of a former employee shall be considered as a new employment subject to all rules and regulations for new employees as of the date of their most current appointment.

Section 2: Longevity awards paid to employees for length of service shall be calculated on an annual basis from the date of first employment by the City and continuous employment thereafter. Longevity awards shall be paid to each employee on an annual basis as follows:

Five (5) years up to Ten (10) years	\$400/yr
Ten (10) years up to Fifteen (15) years	\$800/yr

Fifteen (15) years up to Twenty (20) years	\$1,200/yr
Twenty (20) years and greater	\$1,600/yr

—The provisions of this section shall apply only to regular full-time employees and on a pro rata basis to regular part-time employees.

ARTICLE IX. POLITICAL ACTIVITY

Section 1: No person holding a position in the Classified Service of the City shall seek or accept election, nomination or take an active part in, or make a contribution or donation to any municipal campaign or serve as a member of a committee of such club or organization or seek signatures to any petition provided for by any law, or act as a worker at the polls or distribute badges or pamphlets, or handbills of any kind favoring or opposing any candidate for election or for nomination to a municipal office. Nothing in this ordinance shall be construed to prevent any such employee or officer from becoming or continuing to be a member of a political organization, or from attendance at a political meeting, or enjoying entire freedom from all interference in casting his/her vote. Any person who wishes to accept or seek election or appointment to municipal office shall resign from the City Service upon indicating such intention by formal declaration or other evidence of candidacy. Any violation of this rule shall be sufficient grounds for the discharge of any officer or employee determined guilty of such violation.

Section 2: Solicitation of Contributions: No officer or employee in the City service shall directly or indirectly contribute, solicit or receive, or be in any manner concerned in contributing, soliciting, or receiving any assessment, subscription, contribution, whether voluntary or involuntary, for any municipal political purpose whatever.

ARTICLE X. HOURS OF EMPLOYMENT, ATTENDANCE AND LEAVE

Section 1: The City Manager and/or department heads shall establish hours of employment and work schedules of employees with due consideration for the varying requirements of the different City operations. Whenever possible, hours of employment for employees in the same class of the same work shall be uniform. The City Manager and/or department heads may, for temporary periods, change the work schedule to accommodate business needs.

Section 2: Holidays: The following paid holidays shall be provided for employees by the City of Dover:

New Year’s Day	Labor Day
Martin Luther King Day	Columbus Day
Washington’s Birthday	Veterans’ Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Christmas Day	

When a holiday falls on a Sunday, the following Monday shall be declared a holiday for City Employees. When a holiday falls on a Saturday, the preceding Friday shall be declared a holiday. The provisions of this section shall apply to regular full-time employees and on a pro rata basis to regular part-time employees.

Section 3: Annual Leave: Annual leave shall be afforded to regular full-time employees and on a pro rata basis to regular part-time employees. Annual leave shall accrue from the date of original hire. An Employee may take annual leave only after the end of the probationary period. If an employee is terminated from employment with the City for any reason during the probationary period, no payment of annual leave will be made by the City. The posting of accrued leave shall occur each pay period in hourly units based on the employee's normal work day, or as otherwise prescribed by the City Manager. Normal work day shall be based on the number of hours usually assigned to an employee. This shall exclude overtime, call-ins or other unusual work assignments. For employees who work varying number of hours per day, the average hours per day over the pay cycle may be used as their normal work day. Annual leave, not to exceed six (6) weeks, may be carried forward from one fiscal year to the next, excepting when upon application by an employee, the City Manager shall have granted an exception to this limitation. Any Annual leave to be taken shall be taken at the discretion of the employee's department head, and for department heads shall be taken at the discretion of the City Manager. The taking of annual leave will not be unreasonably denied. Accrual rates and other provisions related to the application for and usage of annual leave are as specified in the appropriate collective bargaining agreements or as may be prescribed by the City Manager for each class of position in the Classified Service.

Section 4: Personal Illness and Disability Leave: Personal illness and disability leave shall be afforded to regular full-time employees and on a pro rata basis to regular part-time employees. Personal illness and disability leave shall be considered a matter of grace and not a privilege and shall be allowed only in case of necessity and actual sickness, or disability of the employee. Employees who find it necessary to meet dental or doctor appointments or other illness prevention measures, including maternity, may also utilize personal illness leave time for such purposes, excepting when prior written City Manager and/or department head approval has been obtained, in which case no personal illness leave shall be charged. Personal illness leave, at the discretion of the City Manager and/or department head, may be granted in the instance of illness of a member of the employee's immediate family. At the discretion of the department head, a doctor's certificate may be required for absences due to illness or disability in excess of three (3) days. If the department head has a reasonable basis to believe or suspect an employee has abused personal illness leave privileges, he/she may require a doctor's certificate for an illness of less than three (3) days. Proof of illness or disability may be required at any time by the City Manager, department head or division head. Abuse of personal illness and disability leave privileges may be cause of dismissal. Personal illness and disability leave shall be recorded regularly in the personnel records and the Personnel Officer shall

review all illness and disability related leave records periodically and shall investigate any cases which indicate abuse of the privilege. Accrual rates and other provisions related to the application for and usage of personal illness and disability leave are as specified in the appropriate collective bargaining agreements or as may be prescribed by the City Manager for each class of position in the Classified Service.

Section 5: Injury Leave: All employees of the City who become injured while in the performance of their duties shall receive their regular salary while on injury leave, provided, however, that those who are covered by Workers' Compensation shall receive only the difference between Workers' Compensation and their regular rate of pay chargeable to personal illness leave after ninety (90) normal work days. After expiration of the first ninety (90) day calendar period, the City Manager and/or department head shall at once order a complete physical and/or mental examination of said employee by two registered physicians. If the report of their examination establishes the injury as one that permanently incapacitates said employee, application shall be made for retirement under the provisions of the New Hampshire Retirement Law. The commencement of payments under the New Hampshire Law shall end the Employer's obligation of payment on annual and/or accumulated personal illness leave and/or Workers' Compensation payments. Further, if it is determined by two registered physicians selected by the department head immediately after the employee is injured that said employee will not be able to return to his/her regular duties at any time in the future, the Employer shall not be obligated to pay the difference between Workers' Compensation and the employee's regular salary for the first ninety (90) calendar days of injury in compliance with this section. There will be a free exchange of medical data and reports during the period of incapacity and while such determinations are being made, and to facilitate such exchange, an incapacitated employee shall execute medical authorization directing his/her physician to release reports concerning the medical condition of the employee. Copies of such reports shall be provided to the employee.

Section 6: Emergency Leave: Emergency leave may be granted by the City Manager without loss of pay for emergency purposes, which shall include: critical illness or death in the immediate family; if an employee is subpoenaed to appear before a court, public body or commission; and such other situations considered meritorious by the City Manager who shall certify allowance or disallowance of the emergency leave sought. Emergency leave shall be supplementary to, and not in restriction of, personal illness leave, annual leave or other eligible leave authorizations as herein provided. For the purpose of this section, immediate family shall be considered as spouse, children of either the member or spouse; mother, father, brother or sister of either the employee or spouse; grandchildren or grandparents of either the employee or spouse; or person residing in the same household, providing said person is not solely related to the member as a commercial tenant.

Section 7: Military Leave: Any employee who is a member of the National Guard or Military Reserves, and is required to undergo field training therein, shall be

entitled to a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one year, and any such leave shall not affect the member's annual vacation leave. The amount of compensation paid to such employee for such leave of absence shall be the difference between the employee's compensation for military activities as shown by a satisfactory statement by military authorities giving the employee's rank, base pay and the amount of the employee's regular weekly pay. If the employee's base pay for military service is equal to or greater than the pay due as a City employee for the period covered by such military leave, then no payment shall be made.

Section 8: Other Leave: The City may grant other leaves of absence for employees with or without pay and/or benefits and/or service credit at the discretion of the City Manager.

Section 9: Care of Newborn Child (CNC): Each employee will be eligible for a leave of absence for care of a newborn child for a period of up to ninety (90) calendar days at any time within twelve (12) months from the date of birth inclusive of any period of disability, if applicable, associated with delivery. CNC Leave will be without pay, subject to any disability payments due but with full service credit and benefits. An employee may apply to the City Manager for an extension of CNC prior to expiration of the initial ninety (90) calendar days leave provided that: a) the employee will exhaust all vacation time prior to the start of any extended leave; and b) the request is substantiated by evidence that the child has a certified medical condition requiring extended parental attention and/or the operating needs of the City permit an extension of the leave; and c) that the total period of the initial CNC, vacation and the extended leave will not exceed 120 days from date of birth inclusive of any period of disability, if applicable, associated with delivery. Upon completion of the CNC leave, the employee shall return to work or be subject to disciplinary action. Upon completion of the CNC leave, the employee shall be reinstated to his/her position prior to his/her leave or other comparable position, except that in the event of a force reduction or reorganization, such employee will be treated in accordance with the layoff provisions contained herein. An employee on leave for CNC shall not be eligible to collect unemployment compensation. In the event a member applies for unemployment compensation during the period of CNC leave, he/she will be considered as having resigned. Nothing above will preclude a member from taking such leave by utilization of previously accrued and grandfathered personal illness leave and/or annual leave.

Section 10: Jury Duty: —An Employee called as a juror will be paid the difference between the fee received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor. Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment as soon as possible after being excused.

Section 11: Storm Days: When due to weather conditions, the City Manager determines that City services will be curtailed and/or limited, the affected employees so notified shall not be required to report to work, or employees who have reported for work shall be relieved without loss of pay. When an employee is unable to

report to work due to weather conditions, and the City Manager has not curtailed and/or limited City services in accordance with the preceding paragraph, the employee may draw from his/her annual leave time or take a personal day as provided for above in this Article. Employees who are not working due to other leaves of absence, injuries, or choice, shall not be compensated for storm days. All other personnel will receive pay on an hour for hour basis. The provisions of this Article shall apply to regular full-time and seasonal/temporary full-time employees, and on a pro rata basis to regular part-time and seasonal/temporary part-time employees.

ARTICLE XI. RETIREMENT AND OTHER BENEFITS

- Section 1: The Personnel Officer shall take the steps necessary to provide employees in the Classified Service of the City with membership in the State of New Hampshire Retirement System.
- Section 2: All regular full-time and regular part-time employees shall be eligible for participation in the City's health, dental and life insurance programs and other benefit offerings. Provisions related to types of coverage, eligibility and premium contributions are as specified in the appropriate collective bargaining agreements or as may be prescribed herein for each class of position in the Classified Service.
- Section 3: All employees of the City shall be subject to the benefits of Workers' Compensation regardless of their status in the City's service; whether an employee is considered regular, seasonal or temporary or full-time or part-time.

ARTICLE XII. ~~SEPARATIONS AND DEMOTIONS~~

- Section 1: Demotions: The City Manager and/or a department head may reduce the wage rate of an employee within the range provided in the Pay Plan, or demote an employee for cause. A written statement for the reasons for any such action shall be filed with the Personnel Officer and a copy shall be filed in the employee's personnel folder. No disciplinary demotion shall be made to a lower class of position if such action would cause an employee in the lower class to be laid off as a result of such action.
- Section 2: Layoffs: The City Manager and/or a department head may lay off an employee in the Classified Service of the City by reason of shortage of work and/or funds, abolition of the position(s), other material changes in the organization, or for other reasons beyond the employee's control and which do not reflect discredit upon the service of an employee. No employee shall be laid off while another person in the same class in the department is employed on a probationary or temporary basis. Layoff of employees shall be made in inverse order of employment in the class and department involved. The City Manager and/or a department head shall give written notice to the employee of any proposed layoff and reasons therefore, two weeks before the effective date of the action. A copy of such notice shall be filed with the Personnel Officer.

Section 3: Disciplinary Action: The City Manager, department head, or designated supervisory person may reprimand, orally or in writing; suspend, with or without pay; demote or dismiss an employee due to inefficiency, incompetence, misconduct, negligence, insubordination, or other sufficient cause. All disciplinary action shall be handled in a fair manner and shall be consistent with the infractions for which the disciplinary action is being taken. All suspensions and discharges must be stated in writing and the reasons shall be communicated to the employee at the time of the suspension or discharge. Disciplinary actions will normally be taken in the following order:

- a) A documented Verbal Warning or supervisory counseling
- b) Written Warning
- c) Suspension With or Without Pay
- d) Demotion or Discharge

Notwithstanding the above, however, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

Section 4: Resignations: The resignation of an employee, once submitted, shall be deemed to have been accepted by the City and shall not be subject to the grievance procedure afforded herein.

ARTICLE XIII: GRIEVANCE PROCEDURE

A grievance shall be defined as an alleged violation, misinterpretation of and/or misapplication of the provisions of this Merit Plan with respect to one or more City employees covered by the rules and regulations contained herein. Grievances regarding the terms and conditions of this Merit Plan shall be processed in the following manner:

Step #1: Any grievance shall be filed by the employee, in writing, within ten (10) calendar days from the date of the occurrence of the violation. Such filing shall be made to the department head and shall contain an abbreviated statement as to the nature of the grievance and shall state specifically the areas which the employee, or a designated representative, feels have been violated. The employee shall be required to sign the original grievance filed with the department head. Within ten (10) calendar days of receipt of the grievance, the department head shall conduct an informal inquiry concerning the grievance and render a decision, in writing, by no later than the close of the normal business day of the tenth day. The time requirements under this step may be extended by mutual consent of the department head and the employee and/or the designated representative.

Step #2: If the aggrieved employee is not satisfied with the decision of the department head, or if no decision has been rendered within the ten (10) calendar day period as defined above, said employee may appeal his/her grievance, in writing, to the Personnel Officer within ten (10) calendar days of the receipt of the department head's decision, or that date upon which such decision should have been rendered, provided however, that the aggrieved employee sets forth the specific reasons for such appeal and the terms and conditions of this plan and the specific areas which the employee feels have been violated. The Personnel

Officer or a designated representative, shall hold an administrative hearing concerning the grievance within ten (10) calendar days of receipt of the aggrieved employee's appeal. The Personnel Officer or designated representative shall decide the grievance based upon the information supplied and any further information that he/she may request during or subsequent to the hearing. The Personnel Officer or designated representative shall render a decision, in writing, within ten (10) calendar days from the close of the hearing, said procedure to take not more than thirty (30) calendar days from receipt of the original grievance by the Personnel Officer. The time limitations under Step #2 may be extended by mutual consent of the Personnel Officer and the aggrieved Employee, or his/her designated representative.

Step #3: If the decision of the Personnel Officer, or the designated representative, is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, said employee may within ten (10) calendar days appeal, in writing, the decision of the Personnel Officer setting forth an abbreviated statement as to why said decision has been found unsatisfactory and those specific areas which have been violated to the Personnel Advisory Board. The Personnel Advisory Board shall conduct their first hearing session regarding the grievance within fifteen (15) calendar days from the date of its receipt, and shall render their decision, in writing, within fifteen (15) calendar days from the close of their final hearing date. The written report, which shall be advisory only in nature, containing the Personnel Advisory Board's findings and recommendation, shall be issued to the City Manager. The Personnel Advisory Board shall have no power to reinstate and employee unless it finds, after investigation, that the action was taken against the employee for discrimination as to sex, age, race, color, national origin, creed, religion, or political affiliations or other non-merit based factor. The City Manager, after consideration of said report and other pertaining information, shall file a written statement of his/her decision within ten (10) calendar days, and such decision shall be final.

ARTICLE XIV. ~~SEPARABILITY~~

If any portion of these rules and regulations, or the application thereof, to any person or circumstance, should be held invalid or unenforceable, the remainder these rules and regulations shall remain in full force and effect.

FY12 TABLE A - Pay Plan as of 07/01/2010

(Employees Hired On or Before 12/31/05)

Grade/Step	Hourly Step Rates											
	1	2	3	4	5	6	7	8	9	10	11	12
1	7.42	7.76	8.10	8.47	8.85	9.25	9.67	10.10	10.20	10.30	10.40	10.51
2	7.79	8.14	8.51	8.89	9.30	9.70	10.15	10.61	10.71	10.82	10.93	11.04
3	8.18	8.55	8.93	9.34	9.75	10.20	10.66	11.14	11.25	11.36	11.48	11.59
4	8.59	8.98	9.39	9.81	10.25	10.71	11.19	11.68	11.80	11.92	12.04	12.16
5	9.02	9.42	9.86	10.29	10.76	11.24	11.75	12.27	12.39	12.52	12.64	12.77
6	9.48	9.89	10.34	10.81	11.29	11.80	12.33	12.89	13.02	13.15	13.28	13.42
7	9.94	10.39	10.86	11.34	11.86	12.40	12.96	13.53	13.66	13.80	13.94	14.08
8	10.44	10.91	11.41	11.91	12.45	13.01	13.60	14.21	14.35	14.50	14.64	14.79
9	10.96	11.46	11.98	12.51	13.07	13.67	14.28	14.92	15.07	15.22	15.38	15.53
10	11.51	12.03	12.57	13.13	13.73	14.34	14.99	15.66	15.82	15.98	16.13	16.30
11	12.09	12.64	13.20	13.79	14.42	15.06	15.74	16.45	16.61	16.78	16.95	17.12
12	12.69	13.26	13.86	14.48	15.14	15.81	16.52	17.27	17.45	17.62	17.80	17.97
13	13.32	13.92	14.56	15.20	15.89	16.61	17.35	18.14	18.32	18.50	18.69	18.87
14	14.00	14.62	15.28	15.97	16.69	17.44	18.23	19.04	19.23	19.42	19.62	19.81
15	14.70	15.36	16.04	16.77	17.51	18.31	19.13	19.99	20.19	20.39	20.60	20.80
16	15.43	16.12	16.84	17.60	18.39	19.23	20.09	20.99	21.20	21.42	21.63	21.85
17	16.19	16.93	17.69	18.48	19.32	20.18	21.10	22.05	22.27	22.49	22.72	22.94
18	17.01	17.77	18.57	19.41	20.28	21.20	22.15	23.14	23.37	23.61	23.84	24.08
19	17.86	18.66	19.50	20.39	21.30	22.25	23.26	24.30	24.54	24.79	25.03	25.28
20	18.75	19.60	20.47	21.40	22.37	23.37	24.42	25.52	25.77	26.03	26.29	26.55
21	19.69	20.58	21.50	22.47	23.48	24.54	25.64	26.80	27.07	27.34	27.61	27.89
22	20.68	21.60	22.57	23.59	24.65	25.76	26.93	28.13	28.41	28.70	28.99	29.28
23	21.71	22.68	23.70	24.77	25.88	27.05	28.27	29.54	29.84	30.14	30.44	30.74
24	22.80	23.81	24.89	26.01	27.18	28.40	29.68	31.02	31.33	31.64	31.96	32.28
25	23.93	25.01	26.14	27.31	28.54	29.82	31.17	32.57	32.89	33.22	33.55	33.89
26	25.12	26.27	27.45	28.68	29.96	31.32	32.72	34.19	34.53	34.88	35.23	35.58
27	26.38	27.57	28.82	30.11	31.46	32.88	34.36	35.91	36.26	36.63	36.99	37.36
28	27.70	28.95	30.25	31.61	33.04	34.52	36.08	37.70	38.07	38.45	38.84	39.23
29	29.09	30.39	31.77	33.20	34.69	36.25	37.89	39.59	39.98	40.38	40.79	41.20
30	30.55	31.92	33.35	34.85	36.43	38.07	39.78	41.57	41.99	42.41	42.83	43.26
31	32.07	33.52	35.02	36.60	38.25	39.97	41.77	43.65	44.08	44.52	44.97	45.42
32	33.68	35.19	36.78	38.43	40.16	41.97	43.86	45.83	46.29	46.75	47.22	47.69
33	35.36	36.95	38.62	40.35	42.17	44.07	46.05	48.12	48.60	49.09	49.58	50.08
34	37.13	38.80	40.55	42.37	44.28	46.27	48.35	50.53	51.03	51.54	52.06	52.58
35	38.99	40.74	42.57	44.49	46.49	48.58	50.77	53.05	53.58	54.12	54.66	55.21
36	40.93	42.78	44.70	46.71	48.82	51.01	53.31	55.71	56.26	56.83	57.39	57.97
37	42.98	44.92	46.94	49.05	51.26	53.56	55.97	58.49	59.08	59.67	60.26	60.87
38	45.13	47.16	49.28	51.50	53.82	56.24	58.77	61.42	62.03	62.65	63.28	63.91
39	47.39	49.52	51.75	54.08	56.51	59.05	61.71	64.49	65.13	65.78	66.44	67.11
40	49.76	52.00	54.34	56.78	59.34	62.01	64.80	67.71	68.39	69.07	69.76	70.46

FY12 TABLE B - Pay Plan as of 07/01/2010

(Employees Hired After 12/31/05)

Grade/Step	Hourly Step Rates											
	1	2	3	4	5	6	7	8	9	10	11	12
1	7.42	7.62	7.83	8.04	8.48	8.71	8.95	9.19	9.44	9.96	10.23	10.51
2	7.79	8.00	8.22	8.44	8.90	9.15	9.40	9.65	9.91	10.46	10.74	11.04
3	8.18	8.40	8.63	8.86	9.35	9.61	9.87	10.14	10.41	10.99	11.28	11.59
4	8.59	8.82	9.06	9.30	9.82	10.08	10.36	10.64	10.92	11.53	11.84	12.16
5	9.02	9.26	9.51	9.77	10.31	10.59	10.87	11.17	11.47	12.10	12.43	12.77
6	9.48	9.73	10.00	10.27	10.83	11.12	11.43	11.73	12.05	12.72	13.06	13.42
7	9.94	10.21	10.49	10.77	11.37	11.67	11.99	12.31	12.65	13.34	13.70	14.08
8	10.44	10.72	11.01	11.31	11.94	12.26	12.59	12.94	13.29	14.02	14.40	14.79
9	10.96	11.26	11.56	11.88	12.53	12.87	13.22	13.58	13.95	14.72	15.12	15.53
10	11.51	11.82	12.14	12.47	13.15	13.51	13.88	14.25	14.64	15.45	15.86	16.30
11	12.09	12.42	12.76	13.10	13.82	14.19	14.58	14.97	15.38	16.22	16.66	17.12
12	12.69	13.03	13.39	13.75	14.51	14.90	15.31	15.72	16.15	17.04	17.50	17.97
13	13.32	13.69	14.06	14.44	15.23	15.65	16.07	16.51	16.96	17.89	18.37	18.87
14	14.00	14.38	14.76	15.16	16.00	16.43	16.88	17.33	17.80	18.78	19.29	19.81
15	14.70	15.09	15.50	15.92	16.80	17.25	17.72	18.20	18.69	19.72	20.25	20.80
16	15.43	15.85	16.28	16.72	17.64	18.12	18.61	19.11	19.63	20.71	21.27	21.85
17	16.19	16.63	17.09	17.55	18.52	19.02	19.54	20.07	20.61	21.75	22.34	22.94
18	17.01	17.47	17.94	18.43	19.44	19.97	20.51	21.06	21.64	22.82	23.44	24.08
19	17.86	18.34	18.84	19.35	20.41	20.97	21.53	22.12	22.72	23.96	24.61	25.28
20	18.75	19.26	19.78	20.31	21.43	22.01	22.61	23.22	23.86	25.17	25.85	26.55
21	19.69	20.22	20.77	21.33	22.51	23.12	23.75	24.39	25.05	26.43	27.15	27.89
22	20.68	21.24	21.81	22.40	23.63	24.28	24.93	25.61	26.30	27.75	28.50	29.28
23	21.71	22.30	22.90	23.52	24.81	25.49	26.18	26.89	27.62	29.14	29.93	30.74
24	22.80	23.42	24.05	24.70	26.06	26.76	27.49	28.23	29.00	30.59	31.42	32.28
25	23.93	24.58	25.24	25.93	27.35	28.10	28.86	29.64	30.45	32.12	32.99	33.89
26	25.12	25.80	26.50	27.22	28.72	29.50	30.30	31.12	31.97	33.72	34.64	35.58
27	26.38	27.10	27.83	28.59	30.16	30.98	31.82	32.68	33.57	35.41	36.38	37.36
28	27.70	28.45	29.22	30.02	31.67	32.52	33.41	34.31	35.24	37.18	38.19	39.23
29	29.09	29.87	30.69	31.52	33.25	34.15	35.08	36.03	37.01	39.05	40.11	41.20
30	30.55	31.37	32.23	33.10	34.92	35.87	36.84	37.84	38.86	41.00	42.11	43.26
31	32.07	32.94	33.84	34.75	36.66	37.66	38.68	39.73	40.81	43.05	44.22	45.42
32	33.68	34.59	35.53	36.49	38.50	39.54	40.61	41.72	42.85	45.20	46.43	47.69
33	35.36	36.32	37.30	38.32	40.42	41.52	42.65	43.80	44.99	47.46	48.75	50.08
34	37.13	38.14	39.17	40.23	42.44	43.60	44.78	45.99	47.24	49.84	51.19	52.58
35	38.99	40.04	41.13	42.24	44.57	45.77	47.02	48.29	49.60	52.33	53.75	55.21
36	40.93	42.04	43.18	44.36	46.79	48.06	49.37	50.71	52.08	54.94	56.43	57.97
37	42.98	44.15	45.34	46.57	49.13	50.47	51.84	53.24	54.69	57.69	59.26	60.87
38	45.13	46.35	47.61	48.90	51.59	52.99	54.43	55.90	57.42	60.58	62.22	63.91
39	47.39	48.67	49.99	51.35	54.17	55.64	57.15	58.70	60.29	63.60	65.33	67.11
40	49.76	51.11	52.49	53.92	56.88	58.42	60.01	61.63	63.30	66.78	68.60	70.46

FY2012 Dover Classification Plan

Dover Classification Plan	Pay Plan Grade	Union
ACCOUNT CLERK I	11	DMEA
ACCOUNT CLERK II	13	DMEA
ACCOUNTANT I	18	DMEA
ACCOUNTANT II	28	DMEA
ADMINISTRATIVE ASSISTANT	19	non-union
ADMINISTRATIVE CLERK/CEMETERY COORDINATOR	15	DMEA
ANIMAL CONTROL OFFICER	10	DPA
AQUATIC FACILITY MANAGER	22	DPEA
ARENA FACILITY MANAGER	23	DPEA
ARENA PROGRAM & MARKETING SUPERVISOR	21	DPEA
ASSISTANT CITY CLERK	13	DMEA
ASSISTANT CITY ENGINEER	24	DPEA
ASSISTANT CITY MANAGER	34	non-union
ASSISTANT CITY PLANNER	24	DMEA
ASSISTANT LIBRARY DIRECTOR	26	DMEA
ASSISTANT RECREATION DIRECTOR	23	DPEA
ASSISTANT TAX ASSESSOR	23	DMEA
BOOKKEEPER	14	DMEA
BUILDING OFFICIAL	28	DMEA
CDBG PROGRAM COORDINATOR	27	DMEA
CITY CLERK/TAX COLLECTOR	26	non-union
CITY ENGINEER	29	DPEA
CITY TREASURER	24	non-union
CLERK TYPIST I	9	DMEA
CLERK TYPIST II	11	DMEA
CONSTRUCTION MANAGER	26	non-union
CROSSING GUARD	8	non-union
CUSTODIAN	9	DMEA
DEPUTY CITY CLERK	15	DMEA
DEPUTY COMMUNITY SERVICES DIRECTOR	30	non-union
DEPUTY TAX COLLECTOR	15	DMEA
DIRECTOR OF BUSINESS ASSISTANCE	23	non-union
DIRECTOR OF COMMUNITY SERVICES	33	non-union
DIRECTOR OF FINANCE	32	non-union
DIRECTOR OF HUMAN RESOURCES	29	non-union
DIRECTOR OF INFORMATION TECHNOLOGY	33	non-union
DIRECTOR OF MAIN STREET PROGRAM	23	non-union
DIRECTOR OF PLANNING & CDBG	31	non-union
DIRECTOR OF PUBLIC LIBRARY	29	non-union
DIRECTOR OF PUBLIC WELFARE	26	non-union
DIRECTOR OF RECREATION	26	non-union
ELECTRICAL INSPECTOR	22	DMEA
ENGINEERING TECHNICIAN	20	DPEA
ENVIRONMENTAL PROJECTS MANAGER	27	DPEA
EXECUTIVE SECRETARY	18	non-union
FACILITIES, GROUNDS & CEMETERY SUPERVISOR	23	DPEA
FIRE & RESCUE CHIEF	33	non-union
FIRE ASSISTANT CHIEF	29	DPFOA
FIRE CAPTAIN	25	DPFOA
FIRE DEPUTY CHIEF	27	DPFOA
FIRE LIEUTENANT	23	DPFOA
FIRE MECHANIC	11	non-union
FIRE/HEALTH INSPECTOR	22	DMEA
FIRE/LIFE SAFETY INSPECTOR	22	DMEA
FIREFIGHTER ON CALL	17	non-union
FIREFIGHTER/EMT	17	IAFF
FIREFIGHTER/EMT-I	18	IAFF
FIREFIGHTER/PARAMEDIC	20	IAFF
FLEET SUPERVISOR	25	DPEA
GENERAL LEGAL COUNSEL	33	non-union
GROUNDSKEEPER I	14	AFSCME
GROUNDSKEEPER II	16	AFSCME
HEAVY EQUIPMENT MECHANIC I	15	AFSCME
HEAVY EQUIPMENT MECHANIC II	16	AFSCME
HEAVY EQUIPMENT OPERATOR I	16	AFSCME
HEAVY EQUIPMENT OPERATOR II	17	AFSCME
INFORMATION TECHNOLOGY ADMINISTRATOR	22	non-union
INVENTORY COORDINATOR	17	AFSCME
LABORER I	12	AFSCME
LABORER II	13	AFSCME
LIBRARIAN I	17	DMEA
LIBRARIAN II	22	DMEA

FY2012 Dover Classification Plan

Dover Classification Plan	Pay Plan Grade	Union
LIBRARY ASSISTANT I	11	DMEA
LIBRARY ASSISTANT II	13	DMEA
LIBRARY PAGE	7	DMEA
MAINTENANCE MECHANIC I	14	AFSCME
MAINTENANCE MECHANIC II	15	AFSCME
MAINTENANCE MECHANIC III	22	AFSCME
MAINTENANCE SPECIALIST I	15	AFSCME
MAINTENANCE SPECIALIST II	18	AFSCME
MAINTENANCE SPECIALIST III	22	AFSCME
MANAGEMENT ANALYST	17	non-union
OFFICE MANAGER	15	DMEA
PARKING CONTROL OFFICER	10	DPA
PARKING MANAGER	24	non-union
PAYROLL & BENEFITS ADMINISTRATOR	15	DMEA
PERSONNEL ASSISTANT	15	DPAAII
PLANNER	27	DMEA
PLANT & PUMP STATION SUPERVISOR	23	DPEA
PLUMBING INSPECTOR	22	DMEA
POLICE CAPTAIN	30	DPAAII
POLICE CHIEF	33	non-union
POLICE COMMUNICATIONS SUPERVISOR	21	DPAAII
POLICE DISPATCHER	17	DPA
POLICE LIEUTENANT	27	DPAAII
POLICE OFFICER I	21	DPA
POLICE OFFICER II (Advanced Career Track)	22	DPA
POLICE PREVENTION COORDINATOR	22	non-union
POLICE PREVENTION PROGRAMMER	16	non-union
POLICE PROSECUTOR	27	DPAAII
POLICE RECORDS SUPERVISOR	21	DPAAII
POLICE SERGEANT	24	DPAAII
POLICE VICTIM/WITNESS ADVOCATE	20	non-union
PUBLIC WELFARE TECHNICIAN I	18	DMEA
PUBLIC WELFARE TECHNICIAN II	19	DMEA
PUBLIC WELFARE TECHNICIAN III	20	DMEA
PUBLIC WORKS SUPERVISOR	23	DPEA
PUMP STATION OPERATOR I	16	AFSCME
PUMP STATION OPERATOR II	18	AFSCME
PUMP STATION OPERATOR III	22	DPEA
PURCHASING AGENT	26	DMEA
RECREATION PROGRAM ASSOCIATE I	2	non-union
RECREATION PROGRAM ASSOCIATE II	3	non-union
RECREATION PROGRAM ASSOCIATE III	4	non-union
RECREATION PROGRAM SPECIALIST I	5	non-union
RECREATION PROGRAM SPECIALIST II	7	non-union
RECREATION PROGRAM SPECIALIST III	9	non-union
RECREATION PROGRAM SPECIALIST IV	15	non-union
RECREATION PROGRAM SUPERVISOR	17	DPEA
SEASONAL MAINTENANCE WORKER I	3	non-union
SEASONAL MAINTENANCE WORKER II	5	non-union
SEASONAL MAINTENANCE WORKER III	7	non-union
SECRETARY I	13	DMEA
SECRETARY II	14	DMEA
SOLID WASTE ASSISTANT	18	AFSCME
SOLID WASTE COORDINATOR	23	DPEA
SUPERINTENDENT OF FACILITIES, GROUNDS & CEMETERY	28	DPEA
SUPERINTENDENT OF PUBLIC WORKS & UTILITIES	29	DPEA
TAX ASSESSING DATA TECHNICIAN	15	DMEA
TEEN CENTER COUNSELOR	22	non-union
TELEVISION BROADCAST OPERATOR	15	non-union
TRUCK DRIVER	14	AFSCME
UTILITIES SYSTEM SUPERVISOR	26	DPEA
WORKING FOREMAN	22	DPEA
WWTP CHIEF OPERATOR	23	DPEA
WWTP LAB TECHNICIAN	17	DPEA
WWTP LAB/INDUSTRIAL PRETREATMENT COORDINATOR	22	DPEA
WWTP OPERATOR I	18	AFSCME
WWTP OPERATOR II	22	AFSCME
WWTP SUPERVISOR	26	DPEA



CITY OF DOVER

CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2013.12.11 – 14**
Ordinance Title: Chapter 74, Cemeteries
Chapter: 74

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 74 entitled “Cemeteries”

2. AMENDMENT

Chapter 74 entitled “Cemeteries” is hereby amended as follows:

74-4. Certain Vehicles and Domestic Animals Restricted. [Amended on 7-19-89 by Ord. No. 18-89]

- A. No motorcycles, bicycles, Off Highway Recreational Vehicles (OHRV), minibikes, snowmobiles, all terrain vehicles, or other recreation vehicles are permitted on the grounds of cemeteries.
- B. No ~~unleashed~~ dogs, horses, cattle or other domestic animals are permitted on the grounds of cemeteries.

3. TAKES EFFECT

This ordinance shall take effect upon passage and publication of notice as required by RSA 47:18.

REQUIRES A PUBLIC HEARING

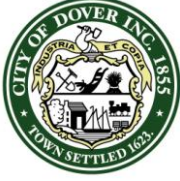
AUTHORIZATION

Approved as to Funding: *Daniel R. Lynch 12/5/13* Daniel R. Lynch
Finance Director

Sponsored by: Councilor Catherine Cheney

Approved as to Legal Form: Anthony Blenkinsop
City Attorney

Recorded by: Karen Laverts
City Clerk



CITY OF DOVER

CITY OF DOVER – ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2013.12.11 – 14**
Ordinance Title: Chapter 74, Cemeteries
Chapter: 74

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor		
Deputy Mayor, Robert Carrier, At Large		
Councilor Edward Spuler, Ward 1		
Councilor William Garrison, Ward 2		
Councilor Michael Crago, Ward 3		
Councilor Dorothy Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Michael Weeden, Ward 6		
Councilor Karen Weston, At Large		
Total Votes:		
Resolution does does not pass.		

ORDINANCE BACKGROUND MATERIAL:

This Ordinance change reflects feedback from the Cemetery Board regarding changes made during the codification and subsequent adoption of the code on November 13, 2013.. In effect the restrictions are restored prior to the codification changes.

Dear Dover Town Council members

11/21/2013

You are supposed to represent me but I wonder how because you don't live in the building I do.

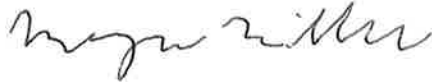
About the parking garage and the police station. I went to the meeting here in the community room. It was good and interesting except it left out an important angle. What's the disadvantage of having a police station and a parking garage here? What could go wrong? What could be the bad consequences? I need to hear the other side besides the "it's great to have this" in order to have a balanced view. I know you voted on it already yesterday but I need my voice to be heard.

From Megan Miller

Please contact me if you receive this

By phone 343-5488 or by email megansvisionart@yahoo.com

From a Cocheco Park Apartments resident

A handwritten signature in cursive script, appearing to read "Megan Miller".

TOWN OF DEERFIELD
8 RAYMOND ROAD
POST OFFICE BOX 159
DEERFIELD, NEW HAMPSHIRE 03037

NOTICE OF PUBLIC HEARING

In accordance with State Statutes, you are hereby notified the Deerfield Planning Board will hold a Public Hearing on Wednesday, November 20, 2013 at 7:15 PM at the George B. White building to consider an application for a Site Plan Review for Cellico Partnership d/b/a/ Verizon Wireless, c/o John Weaver, McLane Law Firm, 900 Elm St., Manchester, NH 03101, for property located on 48 South Road, Deerfield, NH (identified as Tax Map 423 Lot 22) consisting of 144 acres and owned by Daniel Briggs, Bradley Briggs, Kevin Briggs and Dana Briggs..

The intent of the application is to construct a wireless telecommunications 150' monopole tower, to be located within a 50' x 50' fenced compound.

You are invited to attend this Public Hearing and offer your comments. If you are unable to attend, the Board will accept your comments in writing and read them aloud at the hearing.

DEERFIELD PLANNING BOARD

Frederick J. McGarry, P.E.
Chairman

PUBLIC HEARING CONTINUED TO
DECEMBER 11, 2013 7:45PM



November 6, 2013

Dover City Council
City of Dover
288 Central Avenue
Dover, NH 03820

Re: Municipal Emergency Reporting Procedure

Dear Council Members:

As part of Comcast's ongoing commitment to broadband network reliability, and our efforts to better serve municipal customers, I am writing to remind you of our emergency reporting procedures for certain outside plant and service problems.

In the event that any municipal building experiences problems with downed cable drops, signal transport issues with I-NET or Video Return Lines, Public, Education and Government (PEG) Access channels or to have our technical or construction staff on-site during an emergency, please call the following number:

1-800-556-9979, Option 3

The attached steps will put you in touch with our Excellence Operations Center (XOC), 24-hours a day, and seven days a week. The XOC can dispatch someone to respond to your call in an efficient manner. ***Please note this information and telephone number IS NOT for public dissemination.***

Please do not hesitate to contact me at 603-224-1871, ext. 202 should you have questions.

Sincerely,

Bryan Christiansen

Bryan Christiansen, Sr. Manager
Government Affairs



MUNICIPAL

EMERGENCY/TROUBLE REPORTING PROCEDURES

(Please note the XOC telephone number listed below **IS NOT** for public dissemination)

- **STEP 1 Dial:** XOC (Excellence Operations Centers)
24/7 @ 1-800-556-9979

- **STEP 2 Select:** Option #3 - Municipal Issues

- **STEP 3 Reason for call:**
 - Option #1 -Down Wires
 - Will be prompted to enter zip code
 - Option #2 - Pole or **all other** Municipal Issues

- **STEP 4 Speak with Rep. and/or obtain trouble ticket number**