



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, April 22, 2015**
Meeting Time: **7:00 pm**

- 1. CALL TO ORDER**
- 2. MOMENT OF SILENCE**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL ATTENDANCE**
- 5. PROCLAMATIONS/AWARDS**
- 6. APPROVAL OF AGENDA**
- 7. PUBLIC HEARINGS**
 - A. FISCAL YEAR 2016 BUDGET APPROPRIATIONS, FEES AND CAPITAL IMPROVEMENTS PROGRAM – CITY SIDE OF THE BUDGET ONLY**
SPONSORED BY MAYOR WESTON BY REQUEST
 - B. ACCEPTANCE OF THE ACTION PLAN AND EXPENDITURES FOR FISCAL YEAR 2016 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT FUNDS**
SPONSORED BY COUNCILOR GARRISON
- 8. CITIZEN'S FORUM**

Citizens are invited to speak on any issue pertaining to the business of the City of Dover. Statements shall be limited to five minutes.
- 9. CITY MANAGER'S REPORT**
- 10. APPROVAL OF MINUTES**
 - A. April 1, 2015 – Workshop**
 - B. April 8, 2015 – Regular Meeting**
- 11. MAYOR'S REPORT**
- 12. UNFINISHED BUSINESS**
 - A. ORDINANCES IN THE 2ND READING**
 - B. ORDINANCES IN THE 3RD READING**



CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, April 22, 2015**
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C. RESOLUTIONS

- 1. ACCEPTANCE OF THE ACTION PLAN AND EXPENDITURES FOR FISCAL YEAR 2016 CDBG ENTITLEMENT FUNDS**
SPONSORED BY COUNCILOR GARRISON

13. NEW BUSINESS

A. CONSENT CALENDAR

- 1. BLOCK PARTY – Greater Dover Chamber of Commerce – Farmer’s Market**
- 2. BLOCK PARTY – Grove Street Neighborhood Block Party**
- 3. BLOCK PARTY – Hotrod City, LLC**
- 4. ROAD TOLL – American Cancer Society Relay for Life**
- 5. TAG – Dover Baseball**

- 6. B15026 AWARD OF BID HAND PAVEMENT MARKINGS**
SPONSORED BY MAYOR WESTON BY REQUEST

- 7. B15027 PAVEMENT MARKINGS LONG LINE REFLECTORIZED**
SPONSORED BY MAYOR WESTON BY REQUEST

- 8. B15029 CITY HALL ROOF REPLACEMENT**
SPONSORED BY MAYOR WESTON BY REQUEST

- 9. B15034 ASPHALT TRENCH PATCHING SERVICES**
SPONSORED BY MAYOR WESTON BY REQUEST

- 10. B15044 AWARD OF BID TRAFFIC CONTROL/FLAGGING SERVICES**
SPONSORED BY MAYOR WESTON BY REQUEST

- 11. B15050B AWARD OF BID PRECAST CONCRETE STRUCTURES**
SPONSORED BY MAYOR WESTON BY REQUEST

COMMITTEE REPORTS

- | | |
|--|---|
| 1. School Board | 9. Legislative Liaison |
| 2. Planning Board | 10. Pool Advisory Committee |
| 3. Appointments Committee | 11. Parking Commission |
| 4. Recreation Advisory Board | 12. Ordinance Committee |
| 5. McConnell Center Advisory Committee | 13. Police and Parking Facility Building Committee |
| 6. Arts Commission | 14. Joint Building Committee – Dover High School and Regional CTC |
| 7. Solid Waste Advisory Commission | 15. Dover Main Street |
| 8. Transportation Advisory Commission | |



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B. RESOLUTIONS

1. APPROVAL OF REACH FOR THE TOP THERAPY SERVICES MCCONNELL CENTER LEASE

SPONSORED BY MAYOR WESTON BY REQUEST

2. AUTHORIZING NEW SIDEWALK CONSTRUCTION

SPONSORED BY MAYOR WESTON BY REQUEST

C. ORDINANCES IN 1ST READING

**1. CHAPTER 166, ARTICLE IV – METERED PARKING
(TO BE REFERRED TO A PUBLIC HEARING ON MAY 13, 2015)**
SPONSORED BY MAYOR WESTON BY REQUEST

**2. CHAPTER 166, SECTION 59: ADD SCHEDULE L – PARKING METER ZONES
(TO BE REFERRED TO A PUBLIC HEARING ON MAY 13, 2015)**
SPONSORED BY MAYOR WESTON BY REQUEST

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

16. ADJOURNMENT



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 7.A.

City Budget - Public Hearing Only

Resolution Number: **R – 2015.03.25 – 29**

Resolution Re: Fiscal Year 2016 Budget Appropriations, Fees and Capital Improvements Program

WHEREAS: The City Manager submitted his budget for next fiscal year to the City Council on March 25, 2015; and

WHEREAS: The City Council, after holding the required public hearings, desires to adopt the budgets of the various funds for Fiscal Year 2016, (July 1, 2015 through June 30, 2016);

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

1. The annual budget for the City of Dover for Fiscal Year 2016, submitted to the City Council by the City Manager and on file with the City Clerk, is adopted to raise the following estimated revenues (including any Budgetary Use of Fund Balance) and appropriate the following appropriations:

Fund	Fund Description	Est Revenue	Appropriations	Fund Type
1000	General Fund	102,043,895	102,043,895	General Fund
2100	Community Development Fund	360,498	360,498	Special Revenue
2220	Dover Housing Auth Policing	104,813	104,813	Special Revenue
2245	DHHS Assistance Programs	72,196	72,196	Special Revenue
2250	Youth Tobacco & Alcohol Awareness	130,112	130,112	Special Revenue
2800	School Cafeteria Fund	1,625,111	1,625,111	Special Revenue
2820	School Dept. of Education Grants	2,772,300	2,772,300	Special Revenue
2900	School Special Programs Fund	75,000	75,000	Special Revenue
3207	Public Safety Special Details	390,927	390,927	Special Revenue
3213	Parking Activity Fund	672,223	672,223	Special Revenue
3320	Residential Solid Waste Fund	975,284	975,284	Special Revenue
3381	McConnell Center Fund	828,893	828,893	Special Revenue
3410	Recreation Programs	593,649	593,649	Special Revenue
3455	Library Fines Fund	58,052	58,052	Special Revenue
3500	OPEB Liability Fund	1,301,526	1,301,526	Special Revenue
3710	Downtown Dover TIF Fund	643,126	643,126	Special Revenue
3715	Waterfront TIF Fund	150,000	150,000	Special Revenue
3810	School Tuition Program Fund	125,000	125,000	Special Revenue
3825	School Alternative Education Fund	659,368	659,368	Special Revenue
3830	School Facilities Fund	220,053	220,053	Special Revenue
5300	Water Fund	4,866,401	4,866,401	Enterprise
5320	Sewer Fund	7,331,712	7,331,712	Enterprise
6100	DoverNet Fund	795,211	795,211	Internal Service
6110	Central Stores Fund	105,160	105,160	Internal Service
6310	Fleet Maintenance Fund	795,600	795,600	Internal Service
6800	Workers Compensation Fund	670,853	670,853	Internal Service
	Totals	128,366,963	128,366,963	



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 7.A.

City Budget - Public Hearing Only

Resolution Number: **R – 2015.03.25 – 29**

Resolution Re: Fiscal Year 2016 Budget Appropriations, Fees and Capital Improvements Program

2. The total amounts set forth in said budgets are hereby appropriated effective July 1, 2015 as provided by law for the departments to perform their functions, transfers to and from reserves and between other funds, and for public purposes not foreign to or incompatible with the mission of the City. General Fund Appropriations include \$34,639,003 for City operations, \$46,687,263 for School Department operations, \$12,450,869 for Debt Service and \$8,266,760 for County Tax.
3. There is no Budgetary Use of Fund Balance included in the General Fund for the purpose of offsetting property taxes.
4. In accordance with RSA 76:6, the City Tax Assessor shall revise and report to the Department of Revenue Administration the amount required for Tax Overlay to provide for the issuance of property tax abatements for tax year 2015 (Fiscal Year 2016).
5. In accordance with RSA 21-J:34, the City Manager shall revise and report to the Department of Revenue Administration the estimated amount of all non-property tax revenues for Fiscal Year 2016 .
6. For water consumption per hundred cubic feet (HCF) effective July 1, 2015, the Water and Sewer User Fees will be \$4.77 and \$7.52, respectively.
7. Effective July 1, 2015, the City Manager is authorized to enter into agreements with, and make payments to, the various agencies receiving Grants/Subsidies and Membership Dues as contained within the budget.
8. Effective July 1, 2015, the City Manager is authorized to enter into agreements with, and make payments to, various vendors supplying computer hardware and software annual maintenance services and support contracts as contained within the budget.
9. Effective July 1, 2015, any new funds represented in the budget are established for the purposes enumerated within the budget.
10. Effective July 1, 2015, the Finance Director is authorized to make transfers between funds for the purposes prescribed, including special, capital and other reserve funds, including transfers to or from the City and School Employee Benefits Reserves.
11. Effective July 1, 2015, all fees and charges represented within the budget and the associated schedule of fees is adopted.
12. Effective July 1, 2015, the City Manager is authorized to sign all grant applications and any such funding awarded during the fiscal year is appropriated for such purpose. The City Manager, within the parameters of City Charter provision C6-8, is authorized to transfer funds within a department to provide for local match as required by grant awards.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 7.A.

City Budget - Public Hearing Only

Resolution Number: **R – 2015.03.25 – 29**

Resolution Re: Fiscal Year 2016 Budget Appropriations, Fees and Capital Improvements Program

13. Effective July 1, 2015, revenues from the sale of city property are appropriated for their established and intended use.
14. Effective July 1, 2015, revenues from the fees collected for Recreation Special Programs are appropriated for their established and intended use.
15. Effective July 1, 2015, the City Manager is authorized during the fiscal year to initiate Recreation Special Programs fee discount promotional events to generate revenue and program participation.
16. The City Financial Policies, as contained within the budget, are reaffirmed and adopted for the coming fiscal year.
17. In accordance with RSAs 674:8 and 674:21-V(b), the FY16-21 Capital Improvements Program, as amended, is hereby reaffirmed and adopted.
18. In accordance with City Charter provision C6-11, the designated depositories for city funds for fiscal year 2016 shall be Citizens Bank and the New Hampshire Public Deposit Investment Pool (NHPDIP). The City Treasurer is authorized to utilize, in addition to Citizens Bank and NHPDIP, other banks located within the City of Dover or banks authorized per RSA 48:16 (*City Treasurer Duties*), if deemed most advantageous to the City and in compliance with the City's adopted investment policy.
19. The sum of \$1,044,916 representing budgeted transfers to fund 25% of the OPEB Annual Required Contribution as identified per the City's adopted financial policies is to be transferred to the OPEB Trust.
20. The sum of \$162,823 collected as Transportation Improvement Fees and currently held in custody by the City of Dover Board of Trustees of Trust Funds in the Transportation Improvement Reserve is hereby appropriated for use by the City of Dover for payments to COAST for Fiscal Year 2016 COAST Bus grant subsidy.
21. The sum of \$312,392 collected for school impact fees by the Dover Planning Department currently held in custody by the City of Dover Board of Trustees of Trust Funds is hereby appropriated for use by the Dover School District for Fiscal Year 2016 Debt Service payments associated with Woodman Park School and Horne Street School expansion projects.
22. The sum of \$310,979 currently held in custody by the City of Dover Board of Trustees of Trust Funds in the Parking Capital Reserve is hereby appropriated for use by the City of Dover for Fiscal Year 2016 Debt Service payments associated with Downtown Parking Garage project as budgeted in the Downtown Dover TIF Fund.



CITY OF DOVER

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Agenda Item#: 7.A.

City Budget - Public Hearing Only

Resolution Number: **R – 2015.03.25 – 29**

Resolution Re: Fiscal Year 2016 Budget Appropriations, Fees and Capital Improvements Program

23. The sum of \$25,000 currently held in custody by the City of Dover Board of Trustees of Trust Funds in the School Information Technology Capital Reserve is hereby appropriated for use by the City of Dover School District for Fiscal Year 2016 Information Technology capital outlay as budgeted in the School District’s General Fund budget.
24. The sum of \$65,000 currently held in custody by the City of Dover Board of Trustees of Trust Funds in the General Fund Capital Reserve is hereby appropriated for use by the City of Dover Fire & Rescue Department for Fiscal Year 2016 purchase of Cascade Air Refill System as budgeted in the City’s General Fund budget.
25. The FY2016 CIP Authorization, adopted by City Council on November 12, 2014, to utilize \$120,000 from the General Fund Capital Reserve for Cardiac Monitor & Defibrillators is hereby rescinded.
26. In accordance with City Charter provision C6-8 *Transfers*, the City Manager is authorized to transfer any unspent balance in Compensated Absences budget line items at fiscal year-end into the City Employee Benefits Capital Reserve.

Note: This Resolution requires a two- thirds majority vote to adopt pursuant to Dover Charter C6-3.1, unless School General Fund revenues are increased or School General Fund appropriations are decreased to result in school property tax levy being in compliance with budget limitation tax cap. This Resolution requires an advertised public hearing for each of the City and School budgets to be separated by at least 24 hours and held at least seven days in advance of final adoption. Final adoption of the budget by the City Council shall occur not later than June 15th prior to the beginning of the next fiscal year.

Resolution to be referred to Public Hearings as follows:

School Department Budget hearing Wednesday, April 8, 2015

City Budget hearing Wednesday, April 22, 2015

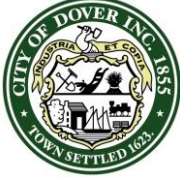
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



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Agenda Item#: 7.A.

City Budget - Public Hearing Only

Resolution Number: **R – 2015.03.25 – 29**

Resolution Re: Fiscal Year 2016 Budget Appropriations, Fees and Capital Improvements Program

DOCUMENT HISTORY:

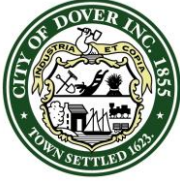
First Reading Date: 03/25/2015	Public Hearing Date: School Department 4/8/2015 City Portion – 4/22/2015
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

This resolution adopts the budget for various funds for the next fiscal year, as well as setting utility rates, authorizing grant, subsidy and membership payments, computer maintenance contracts, transfers between funds, setting fees for various services, authorizing signing of grant applications and appropriations thereof, approval of the investment policy and adopting the six year Capital Improvements Program, as required by State Statute to support assessment of impact fees.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: Workshop Session
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, April 1, 2015**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Garrison led the Pledge of Allegiance,

4. ROLL CALL ATTENDANCE

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Cheney, Councilor Garrison, Councilor McManus, Councilor O'Connor, and Councilor Thibodeaux. Councilor Gagnon arrived at 7:05 pm

Absent: Councilor Hooper.

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

Mayor Weston announced that at the request of the School Department they will present their budget presentation when the School Board Chairperson has arrived.

5. CITIZEN'S FORUM

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

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

6. DISCUSSIONS

A. BUDGET PRESENTATIONS

1. SCHOOL DEPARTMENT

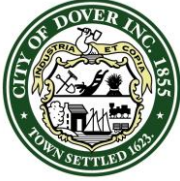
Moved to follow after the Finance Department presentation.

2. EXECUTIVE DEPARTMENT

City Manager Joyal gave an overview of the Proposed Fee Schedule changes. Human Resources Director Webb gave an overview of the proposed staffing changes and Organizational Chart.

City Manager Joyal gave an overview of individual department details: City Council, Executive Department, and Legal Department.

3. FINANCE DEPARTMENT



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: Workshop Session
Meeting Location: Council Chambers, City Hall
Meeting Date: **Wednesday, April 1, 2015**
Meeting Time: **7:00 pm**

Finance Director Lynch gave a PowerPoint presentation regarding the Finance Department proposed budget.

School Board Chairperson Russell gave a PowerPoint presentation regarding the School Department's proposed budget.

City Manager Joyal went over the City and School debt section in the Budget book.

4. PLANNING AND COMMUNITY DEVELOPMENT

Assistant Manager Parker gave a PowerPoint presentation regarding the proposed Planning and Community Development Department.

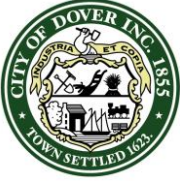
5. DOVERNET

Information Technology Director Dove gave a PowerPoint presentation regarding the proposed DoverNet budget.

7. ADJOURNMENT

Deputy Mayor Carrier moved to adjourn; seconded by Councilor Garrison.

Vote: 7/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
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Meeting Date: **Wednesday, April 8, 2015**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Gagnon led the Pledge of Allegiance.

4. ROLL CALL ATTENDANCE

Present: Mayor Weston, Deputy Mayor Carrier, Councilor Cheney, Councilor Gagnon, Councilor Garrison, Councilor Hooper, Councilor McManus, Councilor O'Connor, and Councilor Thibodeaux.

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

5. PROCLAMATIONS/AWARDS

Mayor Weston read two proclamations for the Dover Middle School Junior Varsity and Varsity Cheerleaders.

6. APPROVAL OF AGENDA

Councilor Cheney moved to add a Legislative Liaison Report.

Deputy Mayor Carrier moved to add a Joint Building Committee – Dover High School and Regional CTC Report, and add a raffle permit request, Last Call Foundation, be added as Item 13.A.17.

Councilor Cheney moved to add two Council correspondence items.

Deputy Mayor Carrier said only one can be submitted because one is not signed.

Deputy Mayor Carrier moved to approve the agenda as amended; seconded by Councilor O'Connor.

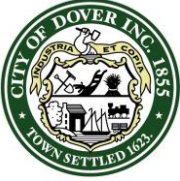
Vote: 9/0.

7. PUBLIC HEARINGS

A. FISCAL YEAR 2016 BUDGET APPROPRIATIONS, FEES AND CAPITAL IMPROVEMENTS PROGRAM – SCHOOL DEPARTMENT BUDGET ONLY SPONSORED BY MAYOR WESTON BY REQUEST

Carolyn Mebert, 254 Dover Point Road: She spoke in support of the School Department's proposed budget.

Frances Meffen, 16 Benjamin Way: She spoke in support of the School Department's proposed budget.



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Donald Medbery, 3 Covered Bridge Lane: He spoke about the School Department's budget and the poor oversight of the City Manager and the management of the School. He spoke against the cost of renovating or building a new high school. He said the teachers are the cause of a great education and not the environment.

Catherine Plante, 97 Drew Road: She spoke about the need to renovate the High School, and her disagreement with the \$50 million budget to renovate it. She said people are leaving Dover because the tax rate continues to increase.

NH State Representative Thomas Southworth, 56 Durham Road: He spoke in support of the School Department's proposed budget.

School Board Chairperson Amanda Russell, 20 Cranbrook Lane: She spoke in support of the School Department's proposed budget.

Diane Towle-Speidel, 28 Leathers Lane: She spoke in support of the School Department's proposed budget.

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

B. CHAPTER 166, SECTION 21 – RESIDENT PARKING PERMIT PROGRAM SPONSORED BY MAYOR WESTON BY REQUEST

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.

Jeffrey Brissette, 11 Fieldstone Drive: He spoke about the issue of the new generator for the City Hall and how he felt there was no emergency to purchase it. He said the City circumvented the bidding process. He spoke about the condition of Tolend Road and Watson Road. He spoke about circumventing the bidding process on the Wastewater Treatment Plant. He toured the plant and said Ray Vermette is doing an excellent job.

Donald Medbery, 3 Covered Bridge Lane: He spoke about the conditions of Tolend Road and Watson Road. He spoke about the Local Government Center (LGC) and how the New Hampshire Municipal Association (NHMA) isn't much different. He spoke about the expense of the Dover High School renovation/construction.

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



CITY OF DOVER

CITY COUNCIL – MINUTES

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9. CITY MANAGER'S REPORT

City Manager Joyal said he submitted his report in writing. He referred to Page 10 of the report and spoke about the storm management budget. He said they are expecting reimbursement from the State. He referred to Page 17 of the report and spoke about the tracking of revenue funds. He referred to Citizen's Forum comments regarding the City Hall generators and said the old ones have been removed and will be sold at auction. He said he will talk to Mr. Brissette's contacts about whether the generators could have been repaired, because his staff told him that they couldn't be repaired.

Councilor McManus asked about a monthly update on the Police and Parking Facility.

City Manager Joyal said there will be a report in the next City Manager's Report.

Councilor Thibodeaux commended Community Services on fixing the water main break on Middle Road.

Councilor O'Connor asked about Watson Road.

City Manager Joyal gave an overview of the condition of Watson Road.

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

Vote: 9/0.

10. APPROVAL OF MINUTES

A. March 18, 2015 – Workshop

B. March 25, 2015 – Regular Meeting

Deputy Mayor Carrier moved to approve the minutes; seconded by Councilor Thibodeaux.

Vote: 9/0.

11. MAYOR'S REPORT

Mayor Weston said she attended three things: the *DARE* graduation, ribbon cutting for the Live Free Café, and Small Business of the Year Award ceremony.

Councilor Cheney just wanted to note that she did contact the Mayor and Deputy that she would be absent for the March 11, 2015 City Council meeting.

Councilor McManus acknowledged the Police Department and the *DARE* program.

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

Vote: 9/0.



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12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2ND READING

1. CHAPTER 166, SECTION 21 – RESIDENT PARKING PERMIT PROGRAM SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier referred to the ordinance and said there is a correction needed. There are two i's and the second one will be corrected to be a j. Deputy Mayor Carrier moved for its adoption; seconded by Councilor Garrison. Mayor Weston said Parking Manager Simons is available to answer any questions. Roll Call Vote: 9/0.

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

1. B15021 - DOVER ARENA LED LIGHTING UPGRADE AND AUTHORIZATION FOR FINANCING (REQUIRES A 2/3 MAJORITY VOTE OF THE COUNCIL) SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Gagnon. Mayor Weston asked the City Manager if this project was in concert with the Johnson Controls energy saving project. City Manager Joyal said it was not. Recreation Department Director Bannon said this will save the City \$27,000 per year. Roll Call Vote: 9/0.

Deputy Mayor Carrier, to correct his omission, moved to add the Police and Parking Facility Building Committee Report; seconded by Councilor Cheney.
Vote: 9/0.

13. NEW BUSINESS

A. CONSENT CALENDAR

1. **BLOCK PARTY – Greater Dover Chamber of Commerce – Farmer's Market**
2. **BLOCK PARTY – Greater Dover Chamber of Commerce – Apple Harvest**
3. **RAFFLE – Greater Dover Chamber of Commerce**
4. **RAFFLE – New England Sports Complex, Inc. – d/b/a Rye Airfield**
5. **RAFFLE – Woodman Museum**
6. **ROAD RACE – Children's Museum of New Hampshire**
7. **ROAD RACE – Greater Dover Chamber of Commerce**
8. **ROAD RACE – Triangle Club**
9. **ROAD TOLL – Relay for Life on behalf of the American Cancer Society**



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CITY COUNCIL – MINUTES

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Meeting Date: **Wednesday, April 8, 2015**
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- 10. RESOLUTION: B11011 WRIGHT PIERCE ADDITIONAL SCOPE WASTEWATER TREATMENT PLANT (WWTP) PHASE I UPGRADE AND MODIFIED LUDZACK-ETTINGER (MLE) CONVERSION**
SPONSORED BY MAYOR WESTON BY REQUEST
- 11. RESOLUTION: B14031 APEX ADDITIONAL SCOPE WASTEWATER TREATMENT PLANT (WWTP) PHASE I UPGRADE AND MODIFIED LUDZACK-ETTINGER (MLE) CONVERSION**
SPONSORED BY MAYOR WESTON BY REQUEST
- 12. RESOLUTION: B14074 UNDERWOOD ENGINEERS WATER SYSTEMS FACILITY UPGRADE**
SPONSORED BY MAYOR WESTON BY REQUEST
- 13. RESOLUTION: B15033 CONSTRUCTION EQUIPMENT RENTAL**
SPONSORED BY MAYOR WESTON BY REQUEST
- 14. RESOLUTION: B15039 SEWER DRAIN SUPPLIES**
SPONSORED BY MAYOR WESTON BY REQUEST
- 15. RESOLUTION: B15040 WATER DRAIN SUPPLIES**
SPONSORED BY MAYOR WESTON BY REQUEST
- 16. RESOLUTION: NATIONAL JOINT POWERS ALLIANCE (NJPA) CAT GENERATOR FOR POLICE FACILITY**
SPONSORED BY MAYOR WESTON BY REQUEST
- 17. RAFFLE – Last Call Foundation**

COMMITTEE REPORTS

1. School Board
2. Planning Board
3. Appointments Committee
4. Recreation Advisory Board
5. McConnell Center Advisory Committee
6. Arts Commission
7. Solid Waste Advisory Commission
8. Transportation Advisory Commission
9. **Legislative Liaison**
10. Pool Advisory Committee
11. Parking Commission
12. Ordinance Committee
13. **Police and Parking Facility Building Committee**
14. **Joint Building Committee – Dover High School and Regional CTC**
15. Dover Main Street

Deputy Mayor moved for the adoption of the Consent Calendar; seconded by Councilor Gagnon. Mayor Weston asked the Council if they had items they would like pulled for further discussion. Councilor Cheney pulled the Legislative Liaison Report, and Items 13.A.10., 13.A.11, and 13.A.12. Councilor McManus pulled Item 13.A.16.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, April 8, 2015**
Meeting Time: **7:00 pm**

Councilor Gagnon pulled Item 13.A.13.

Deputy Mayor Carrier pulled the Police and Parking Facility Building Committee Report and the Joint Building Committee – Dover High School and Regional CTC Report.

Mayor Weston asked for a roll call vote on the remaining items of the Consent Calendar.

Roll Call Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.10.; seconded by Councilor Cheney. Councilor Cheney said she went on a tour of the facility, and she supported this resolution even though it did not go out to bid.

Deputy City Manager Steele gave an overview of the project to the Council.

Roll Call Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.11.; seconded by Councilor O'Connor. Councilor Cheney said this work needs to be done and she would support it.

Councilor McManus was concerned that the City didn't go out to bid on this project.

Deputy City Manager Steele gave an overview of the resolution and why they didn't go out to bid on the project.

Roll call vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.12.; seconded by Councilor Cheney. Councilor Cheney said she wanted a verbal overview of this resolution.

Deputy City Manager Steele gave an overview of the resolution and why they didn't go out to bid on the project.

Roll call vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.13.; seconded by Councilor Gagnon. Councilor Gagnon recused himself from the discussion and vote.

Roll Call Vote: 9/0.

Deputy Mayor Carrier moved for the adoption of Item 13.A.16.; seconded by Councilor Hooper. Councilor McManus referred to the purchasing process and why it didn't go to bid.

City Manager Joyal explained the purchasing process for this generator. He said if the City went out to bid there would only be one response from the Catpillar dealer in the area.

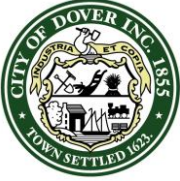
Councilor Gagnon gave an overview of his part of the Police and Parking Facility Building Committee Report at this point because it related to why those chose this generator.

Roll Call Vote: 9/0.

Councilor Cheney gave an overview of the Legislative Liaison Report to the Council.

Deputy Mayor Carrier moved to accept the Legislative Liaison Report; seconded by Councilor Thibodeaux.

Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, April 8, 2015**
Meeting Time: **7:00 pm**

Deputy Mayor Carrier gave an overview of the Joint Building Committee – Dover High School and Regional CTC Report to the Council.

Deputy Mayor Carrier moved to accept the Joint Building Committee – Dover High School and Regional CTC Report; seconded by Thibodeaux.

Vote: 9/0.

Deputy Mayor Carrier gave an overview of the Police and Parking Facility Building Committee Report to the Council.

Deputy Mayor Carrier moved to accept the Police and Parking Facility Building Committee Report; seconded by Councilor Hooper.

Vote: 9/0.

B. RESOLUTIONS

1. ACCEPTANCE OF THE ACTION PLAN AND EXPENDITURES FOR FISCAL YEAR 2016 CDBG ENTITLEMENT FUNDS (TO BE REFERRED TO A PUBLIC HEARING ON APRIL 22, 2015.) SPONSORED BY COUNCILOR GARRISON

Deputy Mayor Carrier moved to refer to a public hearing on April 22, 2015; seconded by Councilor Garrison.

Assistant City Manager Parker gave an overview of the resolution to the Council.

Vote: 9/0.

C. ORDINANCES IN 1ST READING

14. COUNCIL CORRESPONDENCE

A. Letter from Chris Faro to Councilor Thibodeaux.

Deputy Mayor Carrier moved to place on file.

Vote: 9/0.

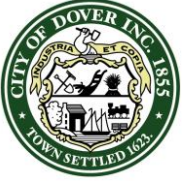
15. COUNCIL MATTERS OF INTEREST

Councilor O'Connor asked citizens to sign their name when sending a letter to the Council.

Mayor Weston requested a volunteer to serve on the Cocheco Waterfront Development Advisory Committee (CWDAC).

Councilor Thibodeaux spoke about her Coffee with a Councilor on Saturday at the Live Free Café.

Councilor McManus spoke about the State of the City Breakfast on April 23, 2015, to held at the McConnell Center. He said the public is invited.



CITY OF DOVER

CITY COUNCIL – MINUTES

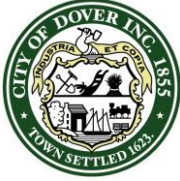
Meeting Type: **Regular Meeting**
Meeting Location: **City Hall, Council Chambers**
Meeting Date: **Wednesday, April 8, 2015**
Meeting Time: **7:00 pm**

Councilor Garrison talked about the Silver Street Construction process with the road being one way and he talked about walking on the sidewalks

Councilor Cheney talked about the informative video on Dover Download, and mentioned so other topics to be filmed.

16. ADJOURNMENT

Deputy Mayor Carrier moved to adjourn; seconded by Councilor Thibodeaux.
Vote: 9/0.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2015.04.08 – 37**

Resolution Re: Acceptance of the Action Plan and Expenditures for Fiscal Year 2016 CDBG Entitlement Funds

WHEREAS: The City of Dover will have available funds for appropriation from the 2016 CDBG Entitlement year, including program income; and

WHEREAS: The Planning Department is required by HUD to prepare, and the Governing Body adopt the "Consolidated Plan" which is a needs assessment and detailed expenditure plan for the use of C. D. funds in meeting the needs of low and moderate income residents of Dover; and

WHEREAS: The Planning Board has reviewed proposed projects for said funds and has held a public hearing for the purpose of obtaining citizens' viewpoints, on the recommended expenditures; and

WHEREAS: Administration and the Planning Board have reviewed the proposals and derived a recommended expenditure plan; and

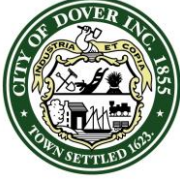
WHEREAS: The recommended disbursements of funds have been reviewed for compliance with HUD statutory requirements and for meeting national objectives; and

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

The Consolidated Plan and attached Action Plan are adopted and the City Manager is authorized to enter into sub-recipient contracts as part of this Annual Plan for expenditure of FFY15 Community Development Block Grant funds.

Note: To be referred to public hearing and vote on April 22, 2015.

Financing		
Estimated Revenue		
Account	Description	Appropriation
2100.1.180.46311.3311.06311.16.000.000.R30	Federal Grant	\$280,168.00
2100.1.180.46311.3421.06311.16.000.000.R40	School Street Parking Income	\$3,240.00
2120.1.180.46323.3933.00000.00.000.000.R90	Housing Partnership Loan Income	\$2,100.00
2125.1.180.46525.3933.00000.00.000.000.R90	DELP Revolving Loan Income	\$74,990.00
TOTAL		\$360,498.00



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2015.04.08 – 37**

Resolution Re: Acceptance of the Action Plan and Expenditures for Fiscal Year 2016 CDBG Entitlement Funds

Financing Appropriations		
Account	Description	Appropriation
2100.1.180.46348.4835.06360.16.000.000.800	Welfare Security Deposit Assistance	\$9,000.00
2100.1.180.46348.4835.06333.16.000.000.800	Community Partners Security Deposits	\$9,000.00
2100.1.180.46348.4835.06377.16.000.000.800	Cross Roads House	\$12,000.00
2100.1.180.46348.4835.06367.16.000.000.800	AIDS Response	\$10,000.00
2100.1.180.46348.4835.06361.16.000.000.800	A Safe Place	\$5,000.00
2100.1.180.46348.4835.06380.16.000.000.800	Homeless Center For Strafford County	\$8,500.00
2100.1.180.46348.4835.06342.16.000.000.800	My Friend's Place (MFP)	\$12,000.00
2100.1.180.46348.4835.06334.16.000.000.800	My Friend's Place Transitional Housing	\$3,000.00
2100.1.180.46323.4835.06335.16.000.000.800	CAP Weatherization	\$23,346.00
2100.1.180.46341.4835.06343.16.000.000.800	Dover Children's Center	\$60,500.00
2100.1.180.46341.4835.06345.16.000.000.800	Triangle Club	\$21,000.00
2100.1.180.46311.6311.xxxxx.16.000.000.800	CDBG Administration	\$72,099.00
2125.1.180.00000.1715.xxxxx.16.000.000.800	DELP Income returned to loan pool	\$74,990.00
2100.1.180.46525.6621.xxxxx.16.000.000.800	DELP Administration	\$30,870.00
2100.1.180.xxxxx.xxxx.xxxxx.16.000.000.800	DELP Funding	\$9,193.00
TOTAL		\$360,498.00

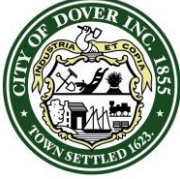
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: William Garrison III, Ward 2
Councilor

Approved as to Legal Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

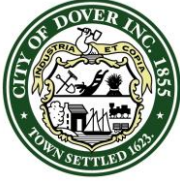
Resolution Number: **R – 2015.04.08 – 37**
Resolution Re: Acceptance of the Action Plan and Expenditures for Fiscal Year 2016 CDBG Entitlement Funds

DOCUMENT HISTORY:

First Reading Date: 04-08-2015	Public Hearing Date: 04-22-2015
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2015.04.08 – 37**

Resolution Re: Acceptance of the Action Plan and Expenditures for Fiscal Year 2016 CDBG Entitlement Funds

RESOLUTION BACKGROUND MATERIAL:

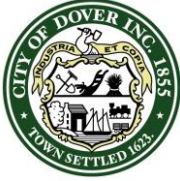
Attached is a brief synopsis of the Federal Fiscal Year 2015, Community Development Block Grant Program available funds, Goals and Objectives of the C. D. Program and a description of the agencies, organizations and Planning Department's use of requested funds.

The City of Dover is an Entitlement Community, which means we receive funds directly from HUD, rather than going through the State. The Planning Board acts in a citizens' advisory capacity, in determining how the C.D. funds should be spent after listening to all the requests from local agencies and the Planning staff. All of these funds must go toward one of HUD's 3 national objectives: 1) Low income benefit, 2) Elimination of slums or blight, 3) Urgent need.

After the Planning Board recommends where the CDBG funds should be spent, the City Council holds a public hearing on the Action Plan (One year use of funds.) This provides citizens and those affected by the funding decision the opportunity to comment on the proposed expenditures, before the Council votes on the Final Action Plan in April. Once approved by the Council, the Plan is forwarded to HUD for their final grant approval.

The FFY15 grant from HUD has been level funded from the current years grant. The grant amount was disclosed after the Planning Board voted to recommend the allocations to the Council. The Planning Department is suggesting that an increased amount go into the Dover Economic Loan Fund for business lending.

As always, the requests exceeded the available funds and tough decisions had to be made on which agencies would be recommended for funding under next year's grant. The total funding requests from Public Service Agencies came in at \$116,120.00, while the maximum allowed under the grant is \$84,060.00, a difference of \$32,060.00. Each activity is rated for their priority in the Consolidated Plan and Action Plan as a high, medium, or low priority. The Planning Board used these priorities in determining their recommendations for next year's Community Development Block Grant expenditures. The Planning Board approved allocating \$68,500.00 towards Public Services.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2015.04.08 – 37**

Resolution Re: Acceptance of the Action Plan and Expenditures for Fiscal Year 2016 CDBG Entitlement Funds

CDBG PROGRAM DESCRIPTION

Dover Welfare: \$9,000.00

Grant for security deposits assistance program which aids people who cannot afford the down payment for rental housing in the City.

Community Partners: \$9,000.00

Grant for Homeless Assistance Program security deposits and rental assistance for behavioral health clientele who are mentally ill and cannot afford security deposits and rental housing.

My Friend's Place: \$12,000.00

Grant for operations and repairs at the City's homeless shelter.

My Friend's Place Transitional Housing: \$3,000.00

Grant for operational funds and repairs at MFP's transitional housing units.

Cross Roads House: \$12,000.00

Grant for the homeless center's operations which serves Dover residents.

AIDS Response (ARS): \$10,000.00

Grant to assist in case management and support services to ARS. AIDS Response provides vital emotional and practical support to people living with AIDS, their families and friends.

A Safe Place: \$5,000.00

Grant for shelter and services for abused spouses and their children and victims of sexual assault.

Homeless Center for Strafford County: \$8,500.00

Grant for operational funds to run the County's overflow emergency homeless shelter in Rochester for homeless families.

Strafford County Community Action Weatherization (CAP): \$23,346.00

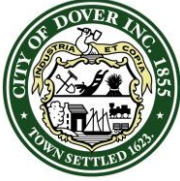
Grant for CAP's Weatherization and property rehabilitation program serving very low income Dover residents with housing needs.

Triangle Club \$21,000.00

Grant for exterior paving improvements and bathroom improvements.

Dover Children's Center: \$60,500.00

Grant for facility improvements on Back River Road and the McConnell Center. Including insulation, dropped ceiling to retain heat, paving and kitchen equipment.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2015.04.08 – 37**

Resolution Re: Acceptance of the Action Plan and Expenditures for Fiscal Year 2016 CDBG Entitlement Funds

ACTIVITIES NOT RECOMMENDED FOR FUNDING:

Southeastern NH Services: \$40,000.00

Grant for drug and alcohol networking outreach and education.

Community Partners: \$30,402.00

Grant for an elevator/lift at their Crosby Road facility.

My Friends Place: \$15,300.00

Grant for facility improvements & repairs including an emergency generator and gutter replacement.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM GOAL STATEMENT

The City of Dover has articulated a goal of creating a viable urban environment through the improvement of housing and employment opportunities for low and very low income people and through improving and/or expanding public facilities and services.

Specific objectives:

1. To provide increased opportunities to residents of the City who require education, health, recreation, housing and related human services.
2. To rehabilitate and improve the housing stock of the City, especially for persons of low and very low income.
3. To plan and construct public improvements in areas populated by or used predominantly by low and very low income persons.
4. To provide increased employment opportunities for low and very low income persons.
5. Removal of architectural barriers to allow increased handicapped accessibility.

To: J. Michael Joyal
From: Christopher Parker, AICP
Cc: City Council
Date: April 15, 2014
Re: CDBG Allocations

ISSUE:

At the April 8th Council meeting staff was asked to provide background on the Community Development Block Grant program Action plan recommendations.

INTENT:

This memo will guide you through the recommendations and process used to develop the Planning Board recommendations for the Council to consider

GOALS:

Succinctly describe the potential adjustment of CDBG projects.

ATTACHED:

Table of CDBG Program Income
Table of CDBG Program Application Request
Table of Planning Board Recommended Allocations

Background

The City of Dover is designated an Entitlement Community by HUD. This means that each year, the City receives CDBG funds directly from HUD without going through an application process with the State.

These funds are specifically designed to benefit very low and low income persons in the City. During the planning stages of the grant, the entitlement community must do certain things to satisfy the HUD requirements

In FY16, the City will be submitting a new consolidated plan. The consolidated plan is a master plan of the community's needs relating to low and moderate income persons. It contains a five (5) year Strategic Plan to address the issues of housing, homelessness, public services, community development needs, lead paint abatement and expanding economic opportunities for low and very low income persons in the community. The plan was a collaborative effort to establish a unified vision for the community and prioritizes the housing and community development needs of the community. At the end of the planning and allocation process each year, the City sends in a one (1) year Action plan which listed the activities and projects the community funded, through the CDBG program, to meet its housing needs and community development objectives. The expenditures for the next fiscal year will represent year one (1) expenditures or Action Plan.

The five (5) year Consolidated Plan priorities should be the basis for this year's and future expenditures of Community Development Block Grant funds, based on the established needs and priorities of the community in the plan.

Process

Early in the year, the City publicizes that the grant round has begun, and solicits applications from social service agencies. As part of the process, staff meets with past applicants and potential new applicants to explain the program goals. The City has established the following "Goals and Objectives" for the program to determine if an application is eligible to receive funding:

- To provide increased opportunities to residents of the City who require education, health, recreation, housing and related human services.
- To rehabilitate and improve the housing stock of the city, especially for persons of low and very low income.
- To plan and construct public improvements in areas populated by or used predominantly by low and very low income persons.
- To provide increased employment opportunities for low and very low income persons.
- Removal of architectural barriers to allow increased handicapped accessibility.

Applications are reviewed in February and March by the Planning Board, which holds a public hearing, and discusses the proposals and interviews applicants. In addition, citizens are given time to comment on the Action Plan, at the Planning Board and Council, before it is finalized with HUD. The Action Plan must be submitted 45 days prior to the start of the City's Fiscal Year (May 15).

Income

The City's allocation is derived based upon a formula set forth by Federal Regulations and Rules. The Federal Fiscal Year (FFY) 2015 grant is \$280,168. This is added to the program income from previous year's activities.

Source	2015	2014
[A] Federal Grant	\$280,168	\$280,168
(B) Economic Loan Program	\$74,990	\$74,990
[C] School St Parking Lot	\$3,240	\$3,240
[D] THP Loan Interest	\$2,100	\$202,100
Total income	\$360,498	\$560,498

Allocation

The City's allocation is based upon a formula set forth by HUD. The formulas dictate that no more than 20 percent of all income (A-D in the table above) may be used for administrative/planning costs. The City may use up to 15% of the previous year's income (A-D of 2014) for public service providers. Finally, the remaining income may be used to provide capital improvements to public service or municipal infrastructure.

The attached sheets show how the income was derived for FFY15. The first sheet has the allocation. The second sheet shows requests made to the Planning Board along with previous funding levels. The final sheet shows the final allocation that the Planning Board approved in March.

Results

As part of the application process, the Planning Board made some adjustments to the requested applications. These adjustments came as a result of the process of interviewing applicants and learning more about applications. Primarily, the Board felt that the Triangle Club is a very worthwhile organization and can utilize the funds to the fullest extent and make the best use of \$21,000 in capital investment. The Board asked staff to suggest a funding scenario which allowed the Club to fund bathroom and parking lot improvements.

The Board felt that the request from Southeastern NH Services, while valuable, was a large chunk of the service monies, and was not sustainable in the future. At the same time, the Board noted that this was a new project. The Board requested staff place those funds in a capital investment project.

Furthermore, the Board had concerns about the Dover Children's Center request. The concern was that some of the request was similar to last year's request. The Board supported the idea of insulating the McConnell Center space. In the winter time, if the space is colder than allowed by the State, children cannot be cared for there. That leads to less revenue coming into the Center, which impairs its ability to pay bills, and house children so that parents can work.

Staff recommended that \$10,000 which had been allocated to SNHS be allocated to the Triangle Club. That \$6,000 which had been with the Dover Children's Center, be allocated to the Club, that CAP Weatherization be reduced, and that minor adjustments to other Public Services allocations make up the difference. This is the plan the Board approved.

CDBG Program Income Calculation

2/18/2015

INCOME

Source	2015 Amount	2014 Income
[A] Federal Grant	\$280,168	\$280,168
(B) Economic Loan Program	\$74,990	\$74,990
[C] School St Parking Lot	\$3,240	\$3,240
[D] THP Loan Interest	\$2,100	\$202,100
Total income	\$360,498	\$560,498

ALLOCATION

Administration				
20% of ALL income				\$72,099.6
A+B+C+D	X .20			
\$360,498	\$72,099.6			
Public Services				
15% of previous year's income				\$84,060
A+B+C+D (from 2014)	X .15			
\$560,498	\$84,060			
Public Facilities/Economic Development				
Remainder of income				\$204,339
A+B+C+D	- Administration	- Public Services	Remainder	
\$360,498	\$72,100	\$84,060	\$204,339	

Total Allocation of CDBG Funds

\$360,498

INCOME

Source	Amount
Federal Grant	\$280,168
Economic Loan Program	\$74,990
School St Parking Lot	\$3,240
Housing Partnership Loan	\$2,100
Total income	\$360,498

ALLOCATION

Public Services				
15% of previous year's income				\$84,060
Organization	Priority Ranking	Amount Requested	Previous Funding	
Welfare Security Deposit	H	\$9,000	\$8,000	
Community Partners	H	\$11,620	\$8,000	
Cross Roads House	H	\$12,000	\$5,200	
AIDS Response	H	\$15,000	\$8,000	
A Safe Place	H	\$5,000	\$3,000	
Homeless Cntr for St Cty	H	\$8,500	\$6,200	
My Friends Place (MFP)	H	\$12,000	\$7,000	
MFO Transitional Housing	H	\$3,000	\$3,000	
Southeastern Services	H	\$40,000	\$0	
total		\$116,120	\$48,400	
Administration				
20% of ALL income				\$72,099.6
Administration		\$72,099	\$83,135	
total		\$72,099	\$83,135	
Public Facilities/Economic Development				
Remainder of income				\$204,339
Organization				
CAP Weatherization	H-M	\$25,000	\$25,000	
Dover Children's Center	M	\$66,500	\$33,500	
Community Partners	M	\$30,402		
My Friends Place	M	\$15,300		
Triangle Club	M	\$39,500		
Economic Loan Pool		\$74,990	\$39,305	
Economic Loan Admin		\$30,063	\$30,063	
total		\$281,755		

Total Request of CDBG Funds**\$469,974****Total Allocation of CDBG Funds****\$360,498**

INCOME

Source	Amount
Federal Grant	\$280,168
Economic Loan Program	\$74,990
School St Parking Lot	\$3,240
Housing Partnership Loan	\$2,100
Total income	\$360,498

ALLOCATION

Public Services					
15% of previous year's income					\$84,060
Organization	Priority Ranking	Amount Requested	Previous Funding	Recommended Funding	
Welfare Security Deposit	H	\$9,000	\$8,000	\$9,000	
Community Partners	H	\$11,620	\$8,000	\$9,000	
Cross Roads House	H	\$12,000	\$5,200	\$12,000	
AIDS Response	H	\$15,000	\$8,000	\$10,000	
A Safe Place	H	\$5,000	\$3,000	\$5,000	
Homeless Cntr for St Cty	H	\$8,500	\$6,200	\$8,500	
My Friends Place (MFP)	H	\$12,000	\$7,000	\$12,000	
MFO Transitional Housing	H	\$3,000	\$3,000	\$3,000	
Southeastern Services	H	\$40,000	\$0	\$0	
total		\$116,120	\$48,400	\$68,500	
Administration					
20% of ALL income					\$72,099.6
Administration		\$72,099	\$83,135	\$72,099	
total		\$72,099	\$83,135	\$72,099	
Public Facilities/Economic Development					
Remainder of income					\$204,339
Organization					
CAP Weatherization	H-M	\$25,000	\$25,000	\$23,346	
Dover Children's Center	M	\$66,500	\$33,500	\$60,500	
Community Partners	M	\$30,402	\$0	\$0	
My Friends Place	M	\$15,300	\$0	\$0	
Triangle Club	M	\$39,500	\$0	\$21,000	
New DELP Funding	H-M	\$10,000	\$61,327	\$9,193	
Economic Loan Pool		\$74,990	\$39,305	\$74,990	
Economic Loan Admin		\$30,063	\$30,063	\$30,870	
total		\$291,755		\$219,899	
Total Request of CDBG Funds					\$479,974
Total Allocation of CDBG Funds					\$360,498
Total Recommendation of Fund Allocation					\$360,498



PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check (v) the type of application:

RAFFLE* ____, TAG* ____, BLOCK PARTY** X,

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

Organization Name: Greater Dover Chamber of Commerce
Federal Tax ID number for Organization: 02-0127246

Check (v) Nature of Organization:

Religious __, Educational __, Charitable __, Civic v, Sports __, Veterans __, Fraternal or Political __, Other __
(Describe) 2015 Farmers Market

Contact Person: Ryan Queenan Day Time Telephone: 603-742-2218
Address: 550 Central Avenue Email Ryan@dovernh.org

Purpose of Permit: Closure of 6th Street from Central Ave to Chestnut St as well as 4 parking spots
Date of Event: Wednesdays 6/3/15-10/1/15 Specific Time: 2:15pm-6pm (Permit for 11:5pm-6:30pm) on Central Ave
Location of Event: Chamber parking lot and small section of closed 6th Street - see map

*****RAFFLE / TAG PERMITS*****

Prize (s) To Be Awarded:
Cost of Ticket:
Date of Drawing:
Place of Drawing:

* NOTICE TO RAFFLE AND TAG PERMIT APPLICANTS: Please be advised the City will verify that your organization is in compliance with the regulations of N.H. Charitable Trusts Unit of the Attorney General's Office prior to the acceptance of your application.

http://www.doj.nh.gov/charitable-trusts/faq.htm

*****BLOCK PARTY PERMITS*****

**NOTICE TO BLOCK PARTY APPLICANTS: STREET CLOSURES, TRAFFIC DETOURS, AND/OR PARKING RESTRICTIONS MUST BE ARRANGED WITH THE POLICE DEPARTMENT

Block Party Location (attach map if more than one street is affected): Sixth Street
Police Department Block Party Approval Signature:
Printed Name: Sgt - Marn Speidel

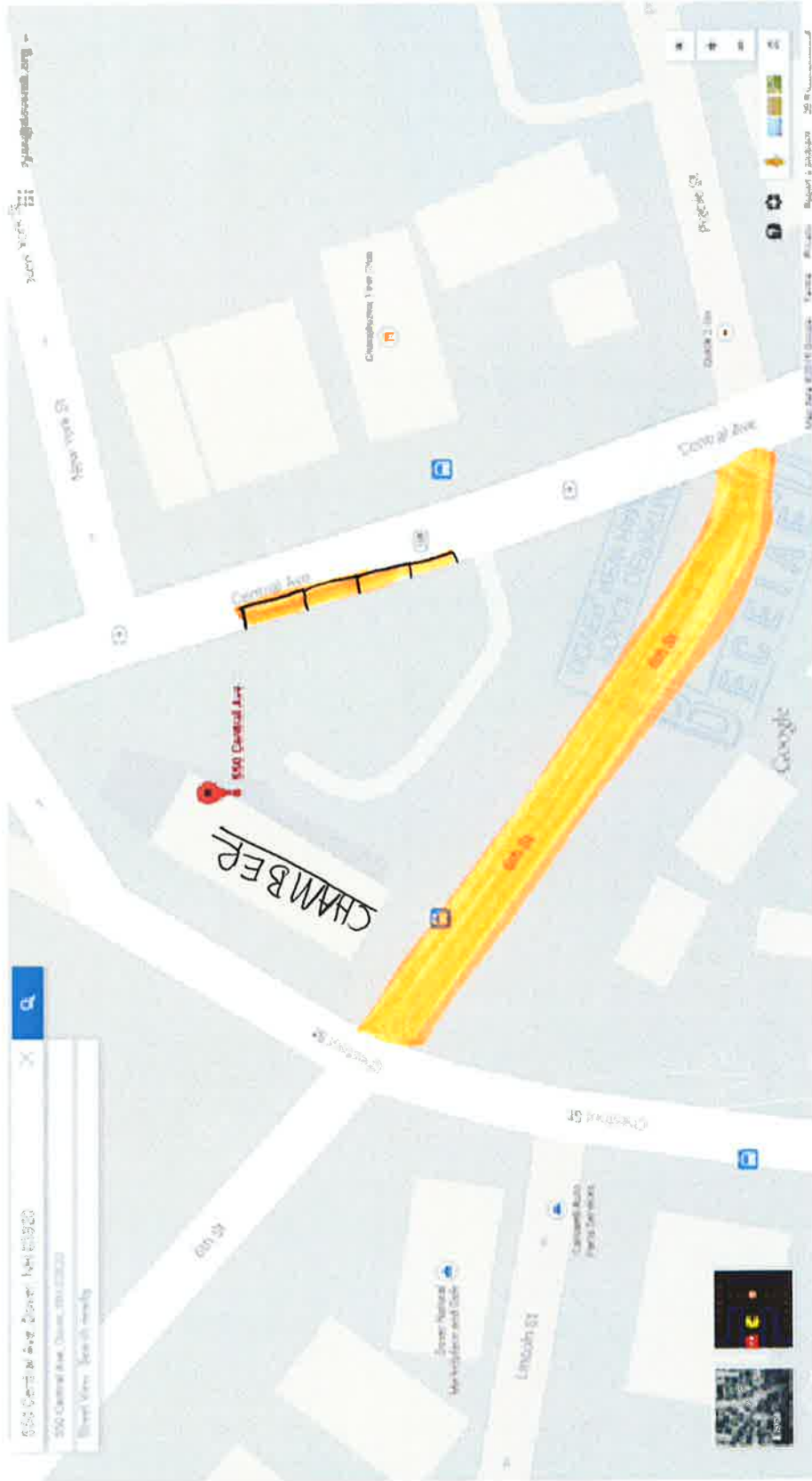
I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL PER the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT: [Signature] DATE: 4/7/15

PRINTED NAME: Ryan Queenan

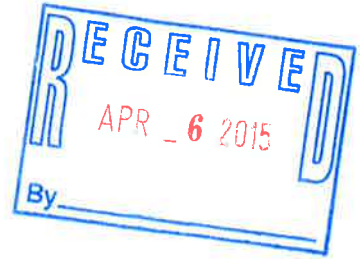
Licensing Board Approval [Signature] Date: 4/9/15

 = closed





PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE



Check (v) the type of application:

RAFFLE* ____, TAG* ____, BLOCK PARTY** X,

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

Organization Name: None
Federal Tax ID number for Organization: _____

Check (v) Nature of Organization:

Religious __, Educational __, Charitable __, Civic __, Sports __, Veterans __, Fraternal or Political __, Other [x]
(Describe) Neighborhood Family Block Party

Contact Person: Jonathan Bicknell Day Time Telephone: (207) 475 5687
Address: 86 Grove St Email: jbicknell25@gmail.com

Purpose of Permit: Neighborhood block party for local families to gather for food and games
Date of Event: 8/18/15 Specific Time: 10am to 5PM

Location of Event: Grove St (between Hough and Ash)

Rain Date 9/9/15 ***** RAFFLE / TAG PERMITS *****

Prize (s) To Be Awarded: _____
Cost of Ticket: _____ Date of Drawing: _____
Place of Drawing: _____

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

http://www.doj.nh.gov/charitable-trusts/faq.htm

***** BLOCK PARTY PERMITS *****

**NOTICE TO BLOCK PARTY APPLICANTS: STREET CLOSURES, TRAFFIC DETOURS, AND/OR PARKING RESTRICTIONS MUST BE ARRANGED WITH THE POLICE DEPARTMENT

Block Party Location (attach map if more than one street is affected): Grove St (between Hough & Ash)

Police Department Block Party Approval Signature: [Signature]
Printed Name: Sgt. Marn Speidel

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

SIGNATURE OF APPLICANT: [Signature] DATE: 4/6/15

PRINTED NAME: Jonathan Bicknell (duly authorized)

Licensing Board Approval [Signature] Date: 4/7/15



PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check (v) the type of application:

RAFFLE* ____, TAG* ____, BLOCK PARTY** [x]

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

Organization Name: HOT ROD CITY LLC

Federal Tax ID number for Organization: 46-3687972

Check (v) Nature of Organization:

Religious ____, Educational ____, Charitable ____, Civic ____, Sports ____, Veterans ____, Fraternal or Political ____, Other [x]
(Describe) HOST OPEN HOUSE

Contact Person: SEAN LAROSE Day Time Telephone: 603-749-7536

Address: 99 OAK ST. Email SEAN@PAINTWORKSUNLIMITED.COM

Purpose of Permit: BLOCK PARTY, TURN OAK ST. ONE WAY ON DAY OF EVENT.

Date of Event: MAY 30th 2015 Specific Time: 9:00 AM - 3:00 PM

Location of Event: 99 OAK ST.

*****RAFFLE / TAG PERMITS*****

Prize (s) To Be Awarded: _____

Cost of Ticket: _____ Date of Drawing: _____

Place of Drawing: _____

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

http://www.doj.nh.gov/charitable-trusts/faq.htm

*****BLOCK PARTY PERMITS*****

**NOTICE TO BLOCK PARTY APPLICANTS: STREET CLOSURES, TRAFFIC DETOURS, AND/OR PARKING RESTRICTIONS MUST BE ARRANGED WITH THE POLICE DEPARTMENT

Block Party Location (attach map if more than one street is affected): 99 OAK ST.

Police Department Block Party Approval Signature: _____

Printed Name: Sgt. Marn Speidel, Traffic Bureau

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

SIGNATURE OF APPLICANT: [Signature] DATE: 4-7-15
(duly authorized)

PRINTED NAME: SEAN LAROSE

Licensing Board Approval [Signature] Date: 4/14/15

Speidel, Marn

From: Paintworks Unlimited [sean@paintworksunlimited.com]
Sent: Monday, April 06, 2015 9:15 AM
To: Speidel, Marn
Subject: HRC open house

Hi Sergeant,

We are holding another open house May 30th. I was wondering just what we should do this year to avoid the traffic jam we had last year. I know we talked about it briefly but just want to what would be the best way to go about it. Feel free to give me a call or stop in if you are in the area.

Thanks,
Sean

PAINTWORKS[®]
UNLIMITED

99 Oak St. Dover, NH 03820 - 603-749-7536 www.paintworksunlimited.com

4/14/2015:

To allow overflow parking on one side of Oak Street (near the former National Guard Armory), the police department will set up a detour at Oak/Atlantic intersection and will allow one way traffic only on that section of Oak Street during the event. Detour will be marked with signs, and no police detail officer is required.



Speidel, Marn
Traffic Bureau PPD



PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check (✓) the type of application:

PARADE** ____, ROAD TOLL*** ✓

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

Organization Name: AMERICAN CANCER SOCIETY RELAY FOR LIFE
Federal Tax ID number for Organization: 13-1788491

Check (✓) Nature of Organization:
Religious ____, Educational ____, Charitable ✓, Civic ____, Sports ____, Veterans ____, Fraternal or Political ____, Other ____,
Name/Description of Event (if applicable):

Contact Person: DALNA JENNE Day Time Telephone: 603-833-7403
Address: 53 LIMESTONE LANE Rochester Email dcvirgo74@aol.com
Date of Event: 5/16/15 Specific Time: 10AM - 2PM
Location of Event (if parade, attach course description or map): Central Avenue at Oak Street

*****PARADE PERMITS*****

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

Police Department Parade Route Approval Signature:
Printed Name: Check Here If Parade Route Is Attached:

*****ROAD TOLL PERMITS*****

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

Road Toll Location: Central Avenue at Oak Street
Police Department Road Toll Approval Signature:
Printed Name: Sgt. Marn Speidel

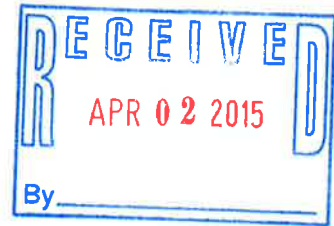
Unless expressly waived in writing by the Licensing Board, the Organization agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, and/or damages arising out of the event, and to name the City of Dover as an additional insured on its general liability insurance policy in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The Organization/Applicant shall provide the City a certificate of insurance evidencing such additional insured status no less than fifteen (15) days prior to the event.

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

SIGNATURE OF APPLICANT: [Signature] DATE: 3/21/15

PRINTED NAME: Dalna M. Jenne (duly authorized)

Licensing Board Approval [Signature] Date: 4/7/15



PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check (v) the type of application:

RAFFLE* ____, TAG* [v], BLOCK PARTY** ____,

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

Organization Name: DOVER Baseball
Federal Tax ID number for Organization: _____

Check (v) Nature of Organization:

Religious __, Educational __, Charitable __, Civic __, Sports [v], Veterans __, Fraternal or Political __, Other __
(Describe) Annual Tagging @ Local Dour Business

Contact Person: Michelle D'Arcy Day Time Telephone: 767-6289
Address: _____ Email: mommydarc@gmail.com

Purpose of Permit: fundraising
Date of Event: 5/8 & 5/9 Specific Time: 5/8 - 3:30 - 8pm SAT 8AM - 5pm
Location of Event: Local City Business

*****RAFFLE / TAG PERMITS*****

Prize (s) To Be Awarded: _____
Cost of Ticket: _____ Date of Drawing: _____
Place of Drawing: _____

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

http://www.doj.nh.gov/charitable-trusts/faq.htm

*****BLOCK PARTY PERMITS*****

**NOTICE TO BLOCK PARTY APPLICANTS: STREET CLOSURES, TRAFFIC DETOURS, AND/OR PARKING RESTRICTIONS MUST BE ARRANGED WITH THE POLICE DEPARTMENT

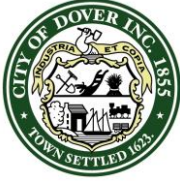
Block Party Location (attach map if more than one street is affected): _____
Police Department Block Party Approval Signature: _____
Printed Name: _____

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

SIGNATURE OF APPLICANT: [Signature] DATE: 4/2/15

PRINTED NAME: Michelle D'Arcy (duly authorized)

Licensing Board Approval [Signature] Date: 4/2/15



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R - 2015.04.22 – 038**
Resolution Re: **B15026 Award of Bid Hand Pavement Markings**

WHEREAS: A sealed request for bid B15026 was issued and received for Hand Pavement Markings services on March 31, 2015 at 11:00 am; and

WHEREAS: In an effort to obtain better pricing the City of Somersworth joined the City of Dover in this co-operative purchasing opportunity. Two bid replies were received with low bid meeting specification being submitted by Hi-Way Safety Systems Inc. of Rockland MA with varying rates for varying services with a total project amount of \$56,250.00; and

WHEREAS: The normal working hour for these services is between 9:00PM and 6:00AM and is scheduled around weather conditions. For these reasons, timing is crucial and vendors must be able to respond quickly and efficiently in order to minimize the impact on traffic.

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 Hi-Way Safety Systems Inc of Rockland MA for pavement markings given the bid amount of \$56,250.00 and corresponding rates provided in bid B15026. The amount of this authorization shall be limited so as not to exceed available funding.

The City Manager, or designee, is hereby authorized to finalize contract language with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature.

Financing

Account	Description	Appropriation	Balance
1000.1.300.43121.4432.00000	Street Maintenance Imp/ot bld	\$117,448.00	\$85,563.00

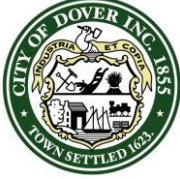
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

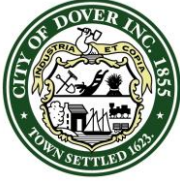
Resolution Number: **R - 2015.04.22 – 038**
Resolution Re: **B15026 Award of Bid Hand Pavement Markings**

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 John O'Connor, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R - 2015.04.22 – 038**
Resolution Re: **B15026 Award of Bid Hand Pavement Markings**

RESOLUTION BACKGROUND MATERIAL:

There are numerous locations and parking lots with varying spaces throughout the city where pavement marking services are required. The project is carefully monitored and work is verified by a representative of the Dover Engineering Division. The project is divided into two phases. The first phase represents the initial application of all specified markings as described in the “Specifications of Pavement Markings” outline in bid #B15026 and shall be completed no later than May 23, 2015. The second phase is comprised of an additional application to the cross walks and stop bars and is scheduled to be undertaken between September 1, 2015 and October 1, 2015. Total contract completion by December 31, 2015.

Bid Information:

Sealed bid # B15026 was requested and received for hand pavement markings on March 31, 2015.

Award Information:

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

A draft contract is attached hereto; City staff will work with the vendor to finalize the terms of the contract following City Council approval.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations emailed:	75	Number of Responses:	2
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	Yes.	Contract:	Yes
Prices will hold for:	2015 construction season	Estimated Delivery:	As needed
Recommended Award to:	Hi-Way Safety	Fund:	GF Streets
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – B15026 Bid Results
Exhibit B – B15026 Draft Contract Documents

B15026 hand pavement markings City of Dover			Hi-Way Safety Systems		Markings Inc	
Item #	unit	qty	Rate	Total	Rate	Total
Crosswalks	Ea	406	57.00	23,142.00	56.95	23,121.70
4" White Ln Lines, Fog Lines	LF	30000	0.04	1,200.00	0.10	3,000.00
12" Stop Bars, Gore Lines	LF	10000	0.38	3,800.00	0.39	3,900.00
18"-24" letters	LF	72	4.00	288.00	5.95	428.40
Parking Lot Stalls	LF	15000	0.16	2,400.00	0.17	2,550.00
"Yield" and Pedestrian Symbol	Ea	10	54.00	540.00	54.25	542.50
4" Yellow Lines, and No Parking Lines	LF	35000	0.16	5,600.00	0.17	5,950.00
"School Ahead" Markings	Ea	10	55.00	550.00	56.50	565.00
Arrows	Ea	500	16.00	8,000.00	16.50	8,250.00
"Only" Markings	Ea	90	30.00	2,700.00	28.50	2,565.00
Handicap Logos with Blue Square special size	Ea	63	40.00	2,520.00	49.25	3,102.75
Line Removal	SF	200	0.50	100.00	1.05	210.00
Railroad Crossings	Ea	6	85.00	510.00	85.00	510.00
Bike Symbol (City Supplied Stencil)	Ea	20	20.00	400.00	19.50	390.00
Epoxy Crosswalks and Stop Bars 12" Lines	LF	3000	1.50	4,500.00	1.52	4,560.00
				56,250.00		59,645.35

B15026 hand pavement markings City of Somersworth			Hi-Way Safety Systems	
Item #	unit	qty	Rate	Total
Crosswalks	Ea	203	57.00	11,571.00
4" White Ln Lines, Fog Lines	LF	0	0.04	-
12" Stop Bars, Gore Lines	LF	1200	0.38	456.00
18"-24" letters	LF	0	4.00	-
Parking Lot Stalls	LF	0	0.16	-
"Yield" and Pedestrian Symbol	Ea	0	54.00	-
4" Yellow Lines, and No Parking Lines	LF	0	0.16	-
"School Ahead" Markings	Ea	8	55.00	440.00
Arrows	Ea	60	16.00	960.00
"Only" Markings	Ea	0	30.00	-
Handicap Logos with Blue Square special size	Ea	0	40.00	-
Line Removal	SF	0	0.50	-
Railroad Crossings	Ea	2	85.00	170.00
Bike Symbol (City Supplied Stencil)	Ea	0	20.00	-
Epoxy Crosswalks and Stop Bars 12" Lines	LF	0	1.50	-
				13,597.00



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

[STANDARD CITY] AGREEMENT

THE CITY OF DOVER, a municipal corporation, 288 Central Avenue, Dover, New Hampshire 03820 and _____ (state the legal entity of the Vendor)(registered to do business in the State of New Hampshire, ***if applicable***)(address) _____(the “Vendor”), who for valuable consideration agree as follows (the “Agreement”):

1. **Purpose.** This Agreement refers to and incorporates the provisions of a Request for Proposal RFP #B_____ entitled " _____ " issued by the City of Dover. Specifically, this Agreement is to provide (*insert description of the project*)
2. **Agreement Documents.** The Agreement shall include and consist of the following documents (the “Agreement Documents”):
 - a. Agreement (5 pages);
 - b. RFP #B_____ issued by the City of Dover;
 - c. Response of the Vendor dated _____, 2014;
 - d. Schedules A and B (2 pages).
3. **Scope of Services.** The Vendor shall perform all work specified and required by the Agreement Documents listed in section 2. Should there be inconsistencies between the terms of any of the Agreement Documents, precedence shall be as follows: 1) the Agreement; 2) the terms of RFP #B_____ ; 3) response of the Vendor; and 4) any schedules.
4. **Changes in the Cost of the Work and the Scope of Services.** Changes to the cost of the work and the Scope of Services shall be made in writing by mutual agreement prior to the performance of the work.
5. **Term.** The Vendor shall commence work upon the execution of this Agreement and issuance of a Purchase Order by the City of Dover. All services to be performed under this Agreement shall become effective upon _____. This Agreement shall end on (*insert date or if no specific date “completion of all work required under the Scope of Services and payment therefore.”*).
6. **Cost and Payment.** The City of Dover shall pay the Vendor an amount not to exceed _____ DOLLARS (\$ _____) _____ (*based on Unit Pricing, if applicable*) for services within the Scope of Services. The City of Dover



CITY OF DOVER

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shall pay the Vendor within thirty (30) days upon performance and presentation of an invoice supplied by the Vendor detailing the work performed.

7. **Insurance.**

- a. The Vendor shall secure and maintain for the duration of this Agreement a General Liability Insurance policy or policies at no cost to the City of Dover. The coverage of said insurance policy shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. An insurance certificate shall be supplied to the City of Dover by the Vendor. The City of Dover shall be named as an additional insured on the policy. A condition of the insurance coverage shall be thirty (30) days notice to the City of Dover upon cancellation of the policy. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- b. The Vendor shall secure and maintain for the duration of this Agreement Automobile Liability Insurance covering the operation of all motor vehicles, including those hired and borrowed, used by the Vendor in connection with this Agreement at no cost to the City of Dover. The coverage of said insurance policy shall be in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of at least One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence. An insurance certificate shall be supplied to the City of Dover by the Vendor. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- c. By signing this Agreement, the Vendor agrees, certifies, and warrants that the Vendor is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.

8. **Indemnification.** To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death or, injuries, or damages to any person, or damage or destruction of any property, in connection with the Vendor's services, in whole or in part, under this Agreement to the extent caused by, or alleging, the negligent acts, errors, or omissions of the



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
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603.516.6000

Vendor or its officers, directors, employees, agents or independent professional associates, or any of them. This covenant shall survive the termination of this Agreement.

9. **Warranty:** The Vendor shall perform the work within the Scope of Services commensurate with the standard of the trade/industry involved in the performance of this Agreement. In connection with the performance of the Scope of Services, the Vendor shall comply with all statutes, laws, regulations, and applicable orders, whether federal, state, or local.
10. **Ownership of documents.** The City of Dover shall retain ownership of the documents and designs, if any, prepared for the City of Dover by the Vendor pursuant to the provisions of this Agreement to the extent the Vendor has been paid for the services to prepare the documents and designs.
11. **Dispute resolution.** Both parties are entitled to all available legal and equitable remedies within the jurisdiction of the courts of the State of New Hampshire. Venue shall be Strafford County.
12. **Termination.** The City of Dover may terminate this Agreement without cause upon thirty (30) days written notice subject to an obligation to pay for services satisfactorily rendered. Warranties shall not be subject to termination.
13. **Binding.** This Agreement shall be binding upon all parties, their heirs, executors, administrators, successors and assigns.
14. **Waiver of breach.** No failure by the City of Dover to enforce any provisions of this Agreement shall be deemed a waiver of its rights under this Agreement.
15. **Applicable law.** This Agreement shall be deemed to have been entered into in the State of New Hampshire and shall be construed in accordance with the laws of the State of New Hampshire.
16. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City of Dover and the Vendor any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City of Dover or the Vendor shall be for the sole and exclusive benefit of the City of Dover and the Vendor.



CITY OF DOVER

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DOVER, NH 03820
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603.516.6000

17. **Review.** The parties to this Agreement acknowledge that they enter into this Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.
18. **Personnel.** The Vendor shall at its own expense provide all personnel necessary to perform the work under this Agreement. The Vendor warrants that all personnel shall be qualified to perform the work under the Scope of Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.
19. **Assignment/Delegation/Subcontracts.** The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the City of Dover. None of the services shall be subcontracted by the Vendor without the prior written consent of the City of Dover.
20. **Contractor's Relation to the City of Dover.** In the performance of this Agreement the Vendor is in all respects an independent contractor and is neither an agent nor an employee of the City of Dover. Corporations must be in good standing with the Secretary of State's Office in the state of incorporation and registered to conduct business in the State of New Hampshire.
21. **Confidentiality.** Confidentiality of information/data held by the City of Dover under this Agreement shall be governed by New Hampshire RSA Chapter 91-A.
22. **Amendment.** This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.
23. **Construction and Headings.** The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. The headings throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be used to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
24. **Notice.** Any notice by a party hereto to the other party to this Agreement shall be provided as follows:

To City of Dover
J. Michael Joyal, Jr., City Manager
288 Central Avenue
Dover, NH 03820

To Vendor
(insert contact and address)



CITY OF DOVER

288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

25. **Severability.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

26. **Entire Agreement.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

Signatures To Follow.

VENDOR

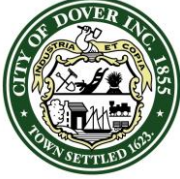
[name], Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R - 2015.04.22 - 039**
Resolution Re: **B15027 Pavement Markings Long Line Reflectorized**

WHEREAS: The sealed request for bid B15027 was requested and received for Reflectorized Pavement Long Line Services on March 31, 2015 at 11:30 AM EST; and

WHEREAS: In an effort to obtain better pricing the City of Somersworth joined the City of Dover in this co-operative purchasing opportunity. Two bid replies were received with low bid meeting specification being submitted by Hi-Way Safety Systems Inc, of Rockland MA in the amount of \$35,640.00; and

WHEREAS: The normal working hours for these services is between 9:00PM and 6:00AM and is scheduled around weather conditions. For these reasons, timing is crucial and vendors must be able to respond quickly and efficiently in order to minimize the impact on traffic.

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 Hi-Way Safety Systems, Inc for long line pavement marking services given the bid amount of \$35,640 and corresponding rates provided in conjunction with B15027. The amount of this authorization shall be limited so as not to exceed available funding.

The City Manager, or designee, is hereby authorized to finalize contract language with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature.

Financing

Account	Description	Appropriation	Balance
1000.1.300.43121.4432.0000	Street Maintenance Imp/ot bld	\$123,775.00	\$91,890.00

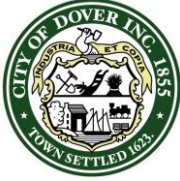
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

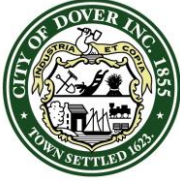
Resolution Number: **R - 2015.04.22 - 039**
Resolution Re: **B15027 Pavement Markings Long Line Reflectorized**

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 John O'Connor, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.7.

Resolution Number: **R - 2015.04.22 - 039**

Resolution Re: **B15027 Pavement Markings Long Line Reflectorized**

RESOLUTION BACKGROUND MATERIAL:

Estimated linear footage throughout the City of Dover where center line, reflectorized, pavement marking services are required is approximately 990,000 linear feet. The City of Somersworth indicated an estimated amount of 342,000 LF. Each city will enter into their own agreements and retain separate bonds and insurance certificates with Hi-way safety Systems Inc.

The City of Dover project is divided into two phases. The first phase shall have a targeted completion date of May 23, 2015 for the majority of the 990,000 linear feet. The second phase is comprised of the remainder of services to be completed no later than December 31, 2015.

The vendor notes only one mobilization being a cost savings factor.

Bid Information:

Sealed bid # B15027 was requested and received for Reflectorized pavement line markings

Award Information:

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

A draft contract is attached hereto; City staff will work with the vendor to finalize the terms of the contract following City Council approval.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations emailed:	75	Number of Responses:	2
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	2015 construction season	Estimated Delivery:	As needed
Recommended Award to:	Hi-Way Safety	Fund:	GF Streets
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – B15027 Bid Results
Exhibit B – B15027 Draft Contract Documents

B15027 Dover		long line	Hi-Way safety Systems		Markings Inc	
Item #	unit	qty	Rate	Total	Rate	Total
4" wide lines	LF	990000	0.0360	35,640.00	0.0395	39,105.00
				35,640.00		39,105.00

B15027 Somersworth		long line	Hi-Way safety Systems		Markings Inc	
Item #	unit	qty	Rate	Total	Rate	Total
Double Yellow	LF	120000	0.0720	8,640.00	0.0790	9,480.00
Single Yellow	LF	26000	0.0360	936.00	0.0395	1,027.00
White fog	LF	160000	0.0360	5,760.00	0.0395	6,320.00
Broken White	LF	26000	0.0360	936.00	0.0395	1,027.00
Broken Yellow	LF	10000	0.0360	360.00	0.0395	395.00
				16,632.00		18,249.00



CITY OF DOVER

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[STANDARD CITY] AGREEMENT

THE CITY OF DOVER, a municipal corporation, 288 Central Avenue, Dover, New Hampshire 03820 and _____ (state the legal entity of the Vendor)(registered to do business in the State of New Hampshire, ***if applicable***)(address) _____(the “Vendor”), who for valuable consideration agree as follows (the “Agreement”):

1. **Purpose.** This Agreement refers to and incorporates the provisions of a Request for Proposal RFP #B_____ entitled " _____ " issued by the City of Dover. Specifically, this Agreement is to provide (*insert description of the project*)
2. **Agreement Documents.** The Agreement shall include and consist of the following documents (the “Agreement Documents”):
 - a. Agreement (5 pages);
 - b. RFP #B_____ issued by the City of Dover;
 - c. Response of the Vendor dated _____, 2014;
 - d. Schedules A and B (2 pages).
3. **Scope of Services.** The Vendor shall perform all work specified and required by the Agreement Documents listed in section 2. Should there be inconsistencies between the terms of any of the Agreement Documents, precedence shall be as follows: 1) the Agreement; 2) the terms of RFP #B_____ ; 3) response of the Vendor; and 4) any schedules.
4. **Changes in the Cost of the Work and the Scope of Services.** Changes to the cost of the work and the Scope of Services shall be made in writing by mutual agreement prior to the performance of the work.
5. **Term.** The Vendor shall commence work upon the execution of this Agreement and issuance of a Purchase Order by the City of Dover. All services to be performed under this Agreement shall become effective upon _____. This Agreement shall end on (*insert date or if no specific date “completion of all work required under the Scope of Services and payment therefore.”*).
6. **Cost and Payment.** The City of Dover shall pay the Vendor an amount not to exceed _____ DOLLARS (\$) _____ (*based on Unit Pricing, if applicable*) for services within the Scope of Services. The City of Dover



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shall pay the Vendor within thirty (30) days upon performance and presentation of an invoice supplied by the Vendor detailing the work performed.

7. **Insurance.**

- a. The Vendor shall secure and maintain for the duration of this Agreement a General Liability Insurance policy or policies at no cost to the City of Dover. The coverage of said insurance policy shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. An insurance certificate shall be supplied to the City of Dover by the Vendor. The City of Dover shall be named as an additional insured on the policy. A condition of the insurance coverage shall be thirty (30) days notice to the City of Dover upon cancellation of the policy. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- b. The Vendor shall secure and maintain for the duration of this Agreement Automobile Liability Insurance covering the operation of all motor vehicles, including those hired and borrowed, used by the Vendor in connection with this Agreement at no cost to the City of Dover. The coverage of said insurance policy shall be in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of at least One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence. An insurance certificate shall be supplied to the City of Dover by the Vendor. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- c. By signing this Agreement, the Vendor agrees, certifies, and warrants that the Vendor is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.

8. **Indemnification.** To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death or, injuries, or damages to any person, or damage or destruction of any property, in connection with the Vendor's services, in whole or in part, under this Agreement to the extent caused by, or alleging, the negligent acts, errors, or omissions of the



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Vendor or its officers, directors, employees, agents or independent professional associates, or any of them. This covenant shall survive the termination of this Agreement.

9. **Warranty:** The Vendor shall perform the work within the Scope of Services commensurate with the standard of the trade/industry involved in the performance of this Agreement. In connection with the performance of the Scope of Services, the Vendor shall comply with all statutes, laws, regulations, and applicable orders, whether federal, state, or local.
10. **Ownership of documents.** The City of Dover shall retain ownership of the documents and designs, if any, prepared for the City of Dover by the Vendor pursuant to the provisions of this Agreement to the extent the Vendor has been paid for the services to prepare the documents and designs.
11. **Dispute resolution.** Both parties are entitled to all available legal and equitable remedies within the jurisdiction of the courts of the State of New Hampshire. Venue shall be Strafford County.
12. **Termination.** The City of Dover may terminate this Agreement without cause upon thirty (30) days written notice subject to an obligation to pay for services satisfactorily rendered. Warranties shall not be subject to termination.
13. **Binding.** This Agreement shall be binding upon all parties, their heirs, executors, administrators, successors and assigns.
14. **Waiver of breach.** No failure by the City of Dover to enforce any provisions of this Agreement shall be deemed a waiver of its rights under this Agreement.
15. **Applicable law.** This Agreement shall be deemed to have been entered into in the State of New Hampshire and shall be construed in accordance with the laws of the State of New Hampshire.
16. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City of Dover and the Vendor any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City of Dover or the Vendor shall be for the sole and exclusive benefit of the City of Dover and the Vendor.



CITY OF DOVER

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17. **Review.** The parties to this Agreement acknowledge that they enter into this Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.
18. **Personnel.** The Vendor shall at its own expense provide all personnel necessary to perform the work under this Agreement. The Vendor warrants that all personnel shall be qualified to perform the work under the Scope of Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.
19. **Assignment/Delegation/Subcontracts.** The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the City of Dover. None of the services shall be subcontracted by the Vendor without the prior written consent of the City of Dover.
20. **Contractor's Relation to the City of Dover.** In the performance of this Agreement the Vendor is in all respects an independent contractor and is neither an agent nor an employee of the City of Dover. Corporations must be in good standing with the Secretary of State's Office in the state of incorporation and registered to conduct business in the State of New Hampshire.
21. **Confidentiality.** Confidentiality of information/data held by the City of Dover under this Agreement shall be governed by New Hampshire RSA Chapter 91-A.
22. **Amendment.** This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.
23. **Construction and Headings.** The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. The headings throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be used to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
24. **Notice.** Any notice by a party hereto to the other party to this Agreement shall be provided as follows:

To City of Dover
J. Michael Joyal, Jr., City Manager
288 Central Avenue
Dover, NH 03820

To Vendor
(insert contact and address)



CITY OF DOVER

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25. **Severability.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

26. **Entire Agreement.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

Signatures To Follow.

VENDOR

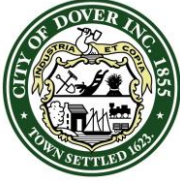
[name], Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2015.04.22 – 040**
Resolution Re: B15029 City Hall Roof Replacement

WHEREAS: Sealed request for qualifications/proposal #B15029 were solicited and received on March 30, 2015 at 11:00 pm to provide and install a new roof on the City Hall building. A mandatory pre-bid meeting was conducted at City Hall on March 19, 2015 @ 10:00am with eleven vendors attending; and

WHEREAS: Four responses were received and evaluated by city personnel and the contracted roof consultant. A short list of the top two candidates was generated and cost proposals were opened and further evaluated; and

WHEREAS: The low bid meeting specification and deemed most advantageous was submitted by Viking Roofing Inc. of Hollis NH at a rate not to exceed \$190,000.

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 Viking Roofing Inc at rates provided in conjunction with RFP B15029 for city hall roof replacement. The amount of this authorization shall be limited so as not to exceed available funding.

The City Manager, or designee, is hereby authorized to finalize contract language with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature.

Financing

Account	Description	Appropriation	Balance
4015.1.300.41941.4725.01101.15	City hall Roof/atrium/tower	320,000	310,200

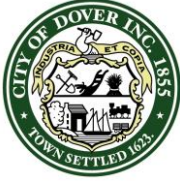
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

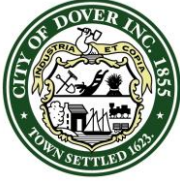
Resolution Number: **R – 2015.04.22 – 040**
Resolution Re: B15029 City Hall Roof Replacement

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 John O'Connor, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.8.

Resolution Number: **R – 2015.04.22 – 040**
Resolution Re: B15029 City Hall Roof Replacement

RESOLUTION BACKGROUND MATERIAL:

The work included but is not limited to: removing all stone ballast, roof membrane, flashing, metal edge and installation, coal tar pitch buildup roof, cork installation, vapor barrier, wood cant strips and obsolete equipment down to the concrete roof decking. Installing new membrane, Insulation, roof drains, blocking, flashing and other work as outlined in the project manual attached.

Bid Information:

B15029 City Hall Roof Replacement.

Award Information:

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

A draft contract is attached hereto; City staff will work with the vendor to finalize the terms of the contract following City Council approval.

Purchasing Information:

Type:	Purchase Order	Advertised:	yes
Invitations Mailed:	62	Number of Responses:	4
Warranty:	Manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	Until completion	Estimated Delivery:	As needed
Recommended Award to:	Viking Roofing	Fund:	CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – B15029 Bid Results
Exhibit B – B15029 Draft Contract Documents

DANIEL R LYNCH
Finance Director
d.lynch@dover.nh.gov



288 Central Avenue
Dover, New Hampshire 03820-4169

(603) 516-6030
Fax: (603) 516-6097
www.dover.nh.gov

ANN M LEGERE, CPPB
Purchasing Agent
a.legere@dover.nh.gov

City of Dover, New Hampshire
OFFICE OF THE FINANCE DIRECTOR

**Request for Bid B15029
City Hall Roof Replacement**

<i>Vendor</i>	<i>Short listed</i>	<i>\$</i>
Skyline Roofing Inc 861 Page St Manchester NH	Yes	\$222,240
Kevin W. Smith & Sons Inc PO box 151 Gorham ME	No	
Viking Roofing 19 B Clinton Dr Hollis NH	Yes	\$190,000
JNR Gutters Inc 38-40 Lancaster St Haverhill MA	No	



CITY OF DOVER

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[STANDARD CITY] AGREEMENT

THE CITY OF DOVER, a municipal corporation, 288 Central Avenue, Dover, New Hampshire 03820 and _____ (state the legal entity of the Vendor)(registered to do business in the State of New Hampshire, ***if applicable***)(address) _____(the “Vendor”), who for valuable consideration agree as follows (the “Agreement”):

1. **Purpose.** This Agreement refers to and incorporates the provisions of a Request for Proposal RFP #B_____ entitled " _____ " issued by the City of Dover. Specifically, this Agreement is to provide (*insert description of the project*)
2. **Agreement Documents.** The Agreement shall include and consist of the following documents (the “Agreement Documents”):
 - a. Agreement (5 pages);
 - b. RFP #B_____ issued by the City of Dover;
 - c. Response of the Vendor dated _____, 2014;
 - d. Schedules A and B (2 pages).
3. **Scope of Services.** The Vendor shall perform all work specified and required by the Agreement Documents listed in section 2. Should there be inconsistencies between the terms of any of the Agreement Documents, precedence shall be as follows: 1) the Agreement; 2) the terms of RFP #B_____ ; 3) response of the Vendor; and 4) any schedules.
4. **Changes in the Cost of the Work and the Scope of Services.** Changes to the cost of the work and the Scope of Services shall be made in writing by mutual agreement prior to the performance of the work.
5. **Term.** The Vendor shall commence work upon the execution of this Agreement and issuance of a Purchase Order by the City of Dover. All services to be performed under this Agreement shall become effective upon _____. This Agreement shall end on (*insert date or if no specific date “completion of all work required under the Scope of Services and payment therefore.”*).
6. **Cost and Payment.** The City of Dover shall pay the Vendor an amount not to exceed _____ DOLLARS (\$) _____ (*based on Unit Pricing, if applicable*) for services within the Scope of Services. The City of Dover



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shall pay the Vendor within thirty (30) days upon performance and presentation of an invoice supplied by the Vendor detailing the work performed.

7. **Insurance.**

- a. The Vendor shall secure and maintain for the duration of this Agreement a General Liability Insurance policy or policies at no cost to the City of Dover. The coverage of said insurance policy shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. An insurance certificate shall be supplied to the City of Dover by the Vendor. The City of Dover shall be named as an additional insured on the policy. A condition of the insurance coverage shall be thirty (30) days notice to the City of Dover upon cancellation of the policy. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- b. The Vendor shall secure and maintain for the duration of this Agreement Automobile Liability Insurance covering the operation of all motor vehicles, including those hired and borrowed, used by the Vendor in connection with this Agreement at no cost to the City of Dover. The coverage of said insurance policy shall be in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of at least One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence. An insurance certificate shall be supplied to the City of Dover by the Vendor. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- c. By signing this Agreement, the Vendor agrees, certifies, and warrants that the Vendor is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.

8. **Indemnification.** To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death or, injuries, or damages to any person, or damage or destruction of any property, in connection with the Vendor's services, in whole or in part, under this Agreement to the extent caused by, or alleging, the negligent acts, errors, or omissions of the



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Vendor or its officers, directors, employees, agents or independent professional associates, or any of them. This covenant shall survive the termination of this Agreement.

9. **Warranty:** The Vendor shall perform the work within the Scope of Services commensurate with the standard of the trade/industry involved in the performance of this Agreement. In connection with the performance of the Scope of Services, the Vendor shall comply with all statutes, laws, regulations, and applicable orders, whether federal, state, or local.
10. **Ownership of documents.** The City of Dover shall retain ownership of the documents and designs, if any, prepared for the City of Dover by the Vendor pursuant to the provisions of this Agreement to the extent the Vendor has been paid for the services to prepare the documents and designs.
11. **Dispute resolution.** Both parties are entitled to all available legal and equitable remedies within the jurisdiction of the courts of the State of New Hampshire. Venue shall be Strafford County.
12. **Termination.** The City of Dover may terminate this Agreement without cause upon thirty (30) days written notice subject to an obligation to pay for services satisfactorily rendered. Warranties shall not be subject to termination.
13. **Binding.** This Agreement shall be binding upon all parties, their heirs, executors, administrators, successors and assigns.
14. **Waiver of breach.** No failure by the City of Dover to enforce any provisions of this Agreement shall be deemed a waiver of its rights under this Agreement.
15. **Applicable law.** This Agreement shall be deemed to have been entered into in the State of New Hampshire and shall be construed in accordance with the laws of the State of New Hampshire.
16. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City of Dover and the Vendor any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City of Dover or the Vendor shall be for the sole and exclusive benefit of the City of Dover and the Vendor.



CITY OF DOVER

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17. **Review.** The parties to this Agreement acknowledge that they enter into this Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.
18. **Personnel.** The Vendor shall at its own expense provide all personnel necessary to perform the work under this Agreement. The Vendor warrants that all personnel shall be qualified to perform the work under the Scope of Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.
19. **Assignment/Delegation/Subcontracts.** The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the City of Dover. None of the services shall be subcontracted by the Vendor without the prior written consent of the City of Dover.
20. **Contractor's Relation to the City of Dover.** In the performance of this Agreement the Vendor is in all respects an independent contractor and is neither an agent nor an employee of the City of Dover. Corporations must be in good standing with the Secretary of State's Office in the state of incorporation and registered to conduct business in the State of New Hampshire.
21. **Confidentiality.** Confidentiality of information/data held by the City of Dover under this Agreement shall be governed by New Hampshire RSA Chapter 91-A.
22. **Amendment.** This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.
23. **Construction and Headings.** The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. The headings throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be used to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
24. **Notice.** Any notice by a party hereto to the other party to this Agreement shall be provided as follows:

To City of Dover
J. Michael Joyal, Jr., City Manager
288 Central Avenue
Dover, NH 03820

To Vendor
(insert contact and address)



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25. **Severability.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

26. **Entire Agreement.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

Signatures To Follow.

VENDOR

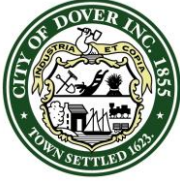
[name], Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2015.04.22 – 041**
Resolution Re: **B15034 Asphalt Trench Patching Services**

- WHEREAS: The sealed request for bid #B15034 was requested and received for asphalt trench patching services on April 2, 2015 at 11:00 AM EST.; and
- WHEREAS: Eight (8) different types of construction-related applications were identified for which these trench patching service might be utilized in the upcoming construction season; and
- WHEREAS: Five vendors replied with varying rates per application. Two vendors submitted pricing of \$10.00 difference on the most commonly used applications. One vendor is Tri-State Sealing & Paving, Inc of Dover who the City has used since June 2005 with great success. The other vendor is Shoem Roadway of So. Berwick, ME who the City has used for other services but not trench patching. The evaluating team recommends awarding to Shoem Roadway and to Tri-State Sealing & Paving at pricing offered in conjunction with bid B15034.

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 Shoem Roadway and Tri-State Sealing and Paving for asphalt trench patching services, as needed, given the rates provided in conjunction with Bid B15034 dated April 2, 2015. This authorization shall be limited so as not to exceed available funding.

The City Manager, or designee, is hereby authorized to finalize contract language with the vendor, consistent with the Purchase Order authorized herein, for the City Manager’s signature.

Financing

Account	Description	Appropriation	Balance
xxxx.1.300.43121.4715.xxxxx.xx	Streets Various Land Improv	13,679,435	11,961,008

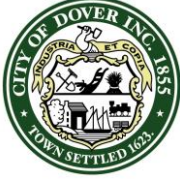
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

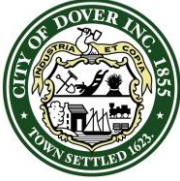
Resolution Number: **R – 2015.04.22 – 041**
Resolution Re: **B15034 Asphalt Trench Patching Services**

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 John O'Connor, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.9.

Resolution Number: **R – 2015.04.22 – 041**
Resolution Re: **B15034 Asphalt Trench Patching Services**

RESOLUTION BACKGROUND MATERIAL:

Eight (8) different types of construction-related applications were identified for which trench patching services might be utilized in the upcoming construction season

1. Per hour via hand PAVE application
2. Per hour via Hand PREP & Hand PAVE application
3. Per hour via Machine PREP & Hand PAVE application
4. Per hour via Machine PREP & Machine PAVE application
5. Per hour via Machine PAVE application
6. Per foot Saw Cutting of trench in preparation for paving
7. Per LF Placement of Asphalt Curb
8. Per Sq Ft. Infrared Paving

Award Information:

It is the recommendation to award to both Shoem Roadway and Tri-State Sealing and Paving Inc, for as needed trench patching services as submitted for a 4-5 man crews with various types of equipment and varying rates.

Bid Information:

Sealed bids # B15034 were requested and received for Asphalt Trench Patching Services on April 2, 2015 at 11:00 AM EST

A draft contract is attached hereto; City staff will work with the vendor to finalize the terms of the contract following City Council approval.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	38	Number of Responses:	5
Warranty:	na	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	yes
Prices will hold for:	2015 construction season	Estimated Delivery:	As needed
Recommended Award to:	Shoem Roadway & Tri-State Sealing	Fund:	CIP Streets
Other Approvals Required:	No	References Checked:	Yes
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – B15034 Bid Results
Exhibit B – B15034 Draft Contract Documents

B15034 Asphalt Trench patching Services

	Pavement Maintenance Systems Inc PO Box 3848 Peabody MA 01916 978-531-6182	Shoem Roadway PO box 312 So Berwick ME 05908 207-289-0179	Advanced Excavating & Paving PO Box 581 Suncook, NH 03275 603-485-9755	Durell paving 508 6th Street Dover, NH 03820 603-742-3401	Tri-State Sealcoating & Paving Inc PO Box 162 Dover, NH 03821 603-749-8801
A	per hour via hand PAVE application	\$300.00	\$380.00	\$375.00	\$350.00
B	per hour via Hand PREP & Hand PAVE application	\$340.00	\$475.00	\$450.00	\$350.00
C	per hour via Machine PREP & Hand PAVE application	\$340.00	\$515.00	\$475.00	\$350.00
D	per hour via Machine PREP & Machine PAVE application	\$340.00	\$1,385.00	\$550.00	\$350.00
E	per hour via Machine PAVE application	\$340.00	\$940.00	\$475.00	\$350.00
F	Per Foot Saw Cutting of trench in preparation for paving	\$3.00	\$2.00	\$3.50	\$2.00
G	Per LF Placement of Asphalt Curb	\$14.00	\$12.00	\$20.00	\$8.00
H	per CU Ft. Infrared Paving	\$375 three man crew \$300 two mand crew	\$365.00	\$15.00	n/b
I	crew	2 to 3 (3 recommended)	4 to 5	4 to 5	4 to 5
J	equipment	(6) 8'x6' infra-red machines (6) Heated storage containers 12 Employees	Long list provided	Long list provided	List provided
K	Location	Peabody, MA	Suncook, NH	Dover, NH	Dover, NH



CITY OF DOVER

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[STANDARD CITY] AGREEMENT

THE CITY OF DOVER, a municipal corporation, 288 Central Avenue, Dover, New Hampshire 03820 and _____ (state the legal entity of the Vendor)(registered to do business in the State of New Hampshire, if applicable)(address) _____ (the “Vendor”), who for valuable consideration agree as follows (the “Agreement”):

1. **Purpose.** This Agreement refers to and incorporates the provisions of a Request for Proposal RFP #B_____ entitled " _____ " issued by the City of Dover. Specifically, this Agreement is to provide (*insert description of the project*)
2. **Agreement Documents.** The Agreement shall include and consist of the following documents (the “Agreement Documents”):
 - a. Agreement (? pages);
 - b. RFP #B_____ issued by the City of Dover;
 - c. Response of the Vendor by cover letter dated _____, 2014;
 - d. Schedules A and B (2 pages).
3. **Scope of Services.** The Vendor shall perform all work specified and required by the Agreement Documents listed in section 2. Should there be inconsistencies between the terms of any of the Agreement Documents, precedence shall be as follows: 1) the Agreement; 2) the terms of RFP #B_____ ; 3) response of the Vendor; 4) Any schedules.
4. **Changes in the Cost of the Work and the Scope of Services.** Changes to the cost of the work and the Scope of Services shall be made in writing by mutual agreement prior to the performance of the work.
5. **Term.** The Vendor shall commence work upon the execution of this Agreement and issuance of a Purchase Order by the City of Dover. All services to be performed under this Agreement shall become effective upon _____. This Agreement shall end on (*insert date or if no specific date “completion of all work required under the Scope of Services and payment therefore.”*).
6. **Cost and Payment.** The City of Dover shall pay the Vendor an amount not to exceed _____ DOLLARS (\$) _____ (*based on Unit Pricing, if applicable*) for services within the Scope of Services. The City of Dover



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shall pay the Vendor within thirty (30) days upon performance and presentation of an invoice supplied by the Vendor detailing the work performed.

7. Insurance.

- a. The Vendor shall secure and maintain for the duration of this Agreement a General Liability Insurance policy or policies at no cost to the City of Dover. The coverage of said insurance policy shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) Aggregate. An insurance certificate shall be supplied to the City of Dover by the Vendor. The City of Dover shall be named as an additional insured on the policy. A condition of the insurance coverage shall be thirty (30) days notice to the City of Dover upon cancellation of the policy. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- b. The Vendor shall secure and maintain for the duration of this Agreement Automobile Liability Insurance covering the operation of all motor vehicles, including those hired and borrowed, used by the Vendor in connection with this Agreement at no cost to the City of Dover. The coverage of said insurance policy shall be in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of at least One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence. An insurance certificate shall be supplied to the City of Dover by the Vendor. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- c. By signing this Agreement, the Vendor agrees, certifies, and warrants that the Vendor is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.

8. **Indemnification.** To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death or, injuries, or damages to any person, or damage or destruction of any property, in connection with the Vendor's services, in whole or in part, under this Agreement to the extent caused by, or alleging, the negligent acts, errors, or omissions of the



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Vendor or its officers, directors, employees, agents or independent professional associates, or any of them. This covenant shall survive the termination of this Agreement.

9. **Warranty:** The Vendor shall perform the work within the Scope of Services commensurate with the standard of the trade/industry involved in the performance of this Agreement. In connection with the performance of the Scope of Services, the Vendor shall comply with all statutes, laws, regulations, and applicable orders, whether federal, state, or local.
10. **Ownership of documents.** The City of Dover shall retain ownership of the documents and designs, if any, prepared for the City of Dover by the Vendor pursuant to the provisions of this Agreement to the extent the Vendor has been paid for the services to prepare the documents and designs.
11. **Dispute resolution.** Both parties are entitled to all available legal and equitable remedies within the jurisdiction of the courts of the State of New Hampshire. Venue shall be Strafford County.
12. **Termination.** The City of Dover may terminate this Agreement without cause upon thirty (30) days written notice subject to an obligation to pay for services satisfactorily rendered. Warranties shall not be subject to termination.
13. **Binding.** This Agreement shall be binding upon all parties, their heirs, executors, administrators, successors and assigns.
14. **Waiver of breach.** No failure by the City of Dover to enforce any provisions of this Agreement shall be deemed a waiver of its rights under this Agreement.
15. **Applicable law.** This Agreement shall be deemed to have been entered into in the State of New Hampshire and shall be construed in accordance with the laws of the State of New Hampshire.
16. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City of Dover and the Vendor any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City of Dover or the Vendor shall be for the sole and exclusive benefit of the City of Dover and the Vendor.



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17. **Review.** The parties to this Agreement acknowledge that they enter into this Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.
18. **Personnel.** The Vendor shall at its own expense provide all personnel necessary to perform the work under this Agreement. The Vendor warrants that all personnel shall be qualified to perform the work under the Scope of Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.
19. **Assignment/Delegation/Subcontracts.** The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the City of Dover. None of the services shall be subcontracted by the Vendor without the prior written consent of the City of Dover.
20. **Contractor's Relation to the City of Dover.** In the performance of this Agreement the Vendor is in all respects an independent contractor and is neither an agent nor an employee of the City of Dover.
21. **Confidentiality.** Confidentiality of information/data held by the City of Dover under this Agreement shall be governed by New Hampshire RSA Chapter 91-A.
22. **Amendment.** This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.
23. **Construction and Headings.** The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. The headings throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be used to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
24. **Notice.** Any notice by a party hereto to the other party to this Agreement shall be provided as follows:

To City of Dover
(insert contact and address)

To Vendor
(insert contact and address)

25. **Severability.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to reform this Agreement to replace any such invalid or



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unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

26. **Entire Agreement.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

Signatures To Follow.

VENDOR

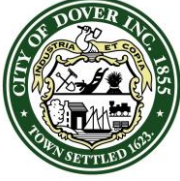
[name], Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R - 2015.04.22 – 042**
Resolution Re: **B15044 Award of Bid Traffic Control/Flagging Services**

WHEREAS: The sealed request for bid #B15044 was requested and received for traffic control/flagging services on April 1, 2015 at 11:00 AM EST; and

WHEREAS: Four replies were received with rates to hold for one year. Low bid meeting specifications was submitted by White Mountain Traffic Control of Concord, NH with hourly rates depending upon when the services are rendered; and

WHEREAS: Depending on the magnitude of the City’s construction work schedule, there is often a need for a secondary vendor to provide back up traffic control services. For this, NE Traffic control of Epsom, NH is the second low bidder. It is the recommendation to award this service to both vendors on an as needed basis.

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

The purchasing agent is hereby authorized to issue Purchase orders to White Mountain Traffic Control as primary vendor and American Flagging and Traffic Control Inc as back up vendor “as needed” given the rates provided in conjunction with bid B15044 and dated 4/1/2015. The amount of this authorization shall be limited so as not to exceed available funding.

The City Manager, or designee, is hereby authorized to finalize contract language with the vendor, consistent with the Purchase Order authorized herein, for the City Manager’s signature.

Financing

Account	Description	Appropriation	Balance
xxxx.1.300.xxxxx.4715.xxxxx.xx	Various CS Streets Land Improv	13,679,435.00	11,961,008.00

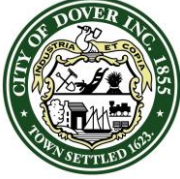
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

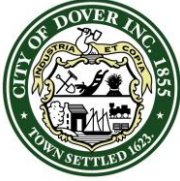
Resolution Number: **R - 2015.04.22 – 042**
Resolution Re: **B15044 Award of Bid Traffic Control/Flagging Services**

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 John O'Connor, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.10.

Resolution Number: **R - 2015.04.22 – 042**

Resolution Re: **B15044 Award of Bid Traffic Control/Flagging Services**

RESOLUTION BACKGROUND MATERIAL:

The low bids, meeting specifications, were submitted in varying amounts for different hourly rates by five companies.

Depending upon the specific need at a certain time and availability of the vendor, the City will utilize White Mountain Traffic Control as the primary vendor and NE Traffic Control as back up vendor. It is possible that the 2015 season will exceed \$25,000 threshold, therefore requiring city council approval.

Bid Information:

Sealed bids # B15044 were requested and received for Traffic Control Flagging Services on April 1, 2015 at 11:00 AM EST.

Award Information:

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

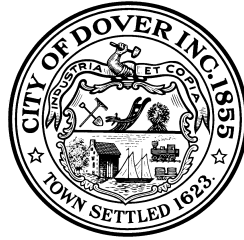
A draft contract is attached hereto; City staff will work with the vendor to finalize the terms of the contract following City Council approval.

Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations Mailed:	17	Number of Responses:	4
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	Yes
Prices will hold for:	2015 construction season	Estimated Delivery:	As needed
Recommended Award to:	White Mountain Traffic Control and American Flagging and Traffic Control Inc	Fund:	Various CIP
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	yes	Reason for Council Approval:	Purchase may exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – B15044 Bid Results
Exhibit B – B15044 Draft Contract Documents

DANIEL R LYNCH
Finance Director
d.lynych@dover.nh.gov



288 Central Avenue
Dover, New Hampshire 03820-4169

ANN M LEGERE, CPPB
Purchasing Agent
a.legere@dover.nh.gov

(603) 516-6030
Fax: (603) 516-6097
www.dover.nh.gov

City of Dover, New Hampshire
OFFICE OF THE FINANCE DIRECTOR

Results #B15044
TRAFFIC CONTROL/FLAGGING SERVICES

Vendor must respond within 24 hrs of notification by city representative	Straight Time Hourly Rate	Time and ½ Hourly Rate	Emergency Call Outs Hourly Rate	Minimum Hours Charged
American Flagging & Traffic 4 Rebel Road Hudson, NH 03051	22.50	33.75	33.75	4
White Mountain Traffic Cont 10 Ferry Street #304 Concord, NH 03301	16.25	24.38	24.38	4
Project Flagging Inc PO Box 490 Brunswick ME	23.65	30.25	30.25	4
New England Traffic Control PO Box 9 Epsom, NH 03234	18.00 4 hour min	27.00	27.00	4



CITY OF DOVER

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[STANDARD CITY] AGREEMENT

THE CITY OF DOVER, a municipal corporation, 288 Central Avenue, Dover, New Hampshire 03820 and _____ (state the legal entity of the Vendor)(registered to do business in the State of New Hampshire, if applicable)(address) _____(the “Vendor”), who for valuable consideration agree as follows (the “Agreement”):

1. **Purpose.** This Agreement refers to and incorporates the provisions of a Request for Proposal RFP #B_____ entitled " _____ " issued by the City of Dover. Specifically, this Agreement is to provide (*insert description of the project*)
2. **Agreement Documents.** The Agreement shall include and consist of the following documents (the “Agreement Documents”):
 - a. Agreement (? pages);
 - b. RFP #B_____ issued by the City of Dover;
 - c. Response of the Vendor by cover letter dated _____, 2014;
 - d. Schedules A and B (2 pages).
3. **Scope of Services.** The Vendor shall perform all work specified and required by the Agreement Documents listed in section 2. Should there be inconsistencies between the terms of any of the Agreement Documents, precedence shall be as follows: 1) the Agreement; 2) the terms of RFP #B_____ ; 3) response of the Vendor; 4) Any schedules.
4. **Changes in the Cost of the Work and the Scope of Services.** Changes to the cost of the work and the Scope of Services shall be made in writing by mutual agreement prior to the performance of the work.
5. **Term.** The Vendor shall commence work upon the execution of this Agreement and issuance of a Purchase Order by the City of Dover. All services to be performed under this Agreement shall become effective upon _____. This Agreement shall end on (*insert date or if no specific date “completion of all work required under the Scope of Services and payment therefore.”*).
6. **Cost and Payment.** The City of Dover shall pay the Vendor an amount not to exceed _____ DOLLARS (\$) _____ (*based on Unit Pricing, if applicable*) for services within the Scope of Services. The City of Dover



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shall pay the Vendor within thirty (30) days upon performance and presentation of an invoice supplied by the Vendor detailing the work performed.

7. Insurance.

- a. The Vendor shall secure and maintain for the duration of this Agreement a General Liability Insurance policy or policies at no cost to the City of Dover. The coverage of said insurance policy shall be in an amount of not less than Two Million Dollars (\$2,000,000) per occurrence. An insurance certificate shall be supplied to the City of Dover by the Vendor. The City of Dover shall be named as an additional insured on the policy. A condition of the insurance coverage shall be thirty (30) days notice to the City of Dover upon cancellation of the policy. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- b. The Vendor shall secure and maintain for the duration of this Agreement Automobile Liability Insurance covering the operation of all motor vehicles, including those hired and borrowed, used by the Vendor in connection with this Agreement at no cost to the City of Dover. The coverage of said insurance policy shall be in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total limit of at least One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence. An insurance certificate shall be supplied to the City of Dover by the Vendor. The Vendor shall also provide the City of Dover certificates of renewal for any applicable insurance policy no later than ten (10) business days prior to the expiration of said policy.
- c. By signing this Agreement, the Vendor agrees, certifies, and warrants that the Vendor is in compliance with, or exempt from, the requirements of New Hampshire RSA Chapter 281-A, regarding workers' compensation insurance. The Vendor shall maintain statutory workers' compensation insurance coverage for all of its employees as required by said law.

8. **Indemnification.** To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the City of Dover from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death or, injuries, or damages to any person, or damage or destruction of any property, in connection with the Vendor's services, in whole or in part, under this Agreement to the extent caused by, or alleging, the negligent acts, errors, or omissions of the Vendor or its officers, directors, employees, agents or independent professional



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associates, or any of them. This covenant shall survive the termination of this Agreement.

9. **Warranty:** The Vendor shall perform the work within the Scope of Services commensurate with the standard of the trade/industry involved in the performance of this Agreement. In connection with the performance of the Scope of Services, the Vendor shall comply with all statutes, laws, regulations, and applicable orders, whether federal, state, or local.
10. **Ownership of documents.** The City of Dover shall retain ownership of the documents and designs, if any, prepared for the City of Dover by the Vendor pursuant to the provisions of this Agreement to the extent the Vendor has been paid for the services to prepare the documents and designs.
11. **Dispute resolution.** Both parties are entitled to all available legal and equitable remedies within the jurisdiction of the courts of the State of New Hampshire. Venue shall be Strafford County.
12. **Termination.** The City of Dover may terminate this Agreement without cause upon thirty (30) days written notice subject to an obligation to pay for services satisfactorily rendered. Warranties shall not be subject to termination.
13. **Binding.** This Agreement shall be binding upon all parties, their heirs, executors, administrators, successors and assigns.
14. **Waiver of breach.** No failure by the City of Dover to enforce any provisions of this Agreement shall be deemed a waiver of its rights under this Agreement.
15. **Applicable law.** This Agreement shall be deemed to have been entered into in the State of New Hampshire and shall be construed in accordance with the laws of the State of New Hampshire.
16. **Third parties.** Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City of Dover and the Vendor any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the City of Dover or the Vendor shall be for the sole and exclusive benefit of the City of Dover and the Vendor.
17. **Review.** The parties to this Agreement acknowledge that they enter into this



CITY OF DOVER

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Agreement voluntarily and have had the opportunity to review this Agreement with legal counsel prior to signing.

18. **Personnel.** The Vendor shall at its own expense provide all personnel necessary to perform the work under this Agreement. The Vendor warrants that all personnel shall be qualified to perform the work under the Scope of Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.
19. **Assignment/Delegation/Subcontracts.** The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the City of Dover. None of the services shall be subcontracted by the Vendor without the prior written consent of the City of Dover.
20. **Contractor's Relation to the City of Dover.** In the performance of this Agreement the Vendor is in all respects an independent contractor and is neither an agent nor an employee of the City of Dover.
21. **Confidentiality.** Confidentiality of information/data held by the City of Dover under this Agreement shall be governed by New Hampshire RSA Chapter 91-A.
22. **Amendment.** This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.
23. **Construction and Headings.** The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. The headings throughout this Agreement are for reference purposes only, and the words contained therein shall in no way be used to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
24. **Notice.** Any notice by a party hereto to the other party to this Agreement shall be provided as follows:

To City of Dover
(insert contact and address)

To Vendor
(insert contact and address)

25. **Severability.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement shall remain in full force and effect. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as



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possible to the intention of the stricken provision.

26. **Entire Agreement.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

Signatures To Follow.

VENDOR

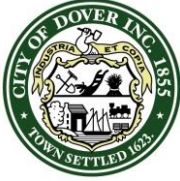
[name], Duly Authorized

Date

CITY OF DOVER

J. Michael Joyal, Jr., City Manager

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

Resolution Number: **R - 2015.04.22 – 043**

Resolution Re: **B15050B Award of bid Precast Concrete Structures**

WHEREAS: Sealed bids # B15050B were requested and received for various precast concrete structures on April 7, 2015 at 11:30 AM EST.; and

WHEREAS: Rates will hold for one year and vendors providing low bid on the item will be utilized, as needed, depending upon their different types of product.. The City has existing inventory of 4' ID manhole and catch basins that not all vendors can align the shiplap with. In situations such as these, the department will utilize the vendor that offers the matching product; and

WHEREAS: The bids meeting specifications were submitted for several different types of products with varying rates from four vendors outlined in the background section of this resolution.

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

The purchasing agent is hereby authorized to issue Purchase Orders to various vendors identified in back ground section, for various precast concrete structures, as needed, given the rates provided April 7, 2015 in conjunction with B15050B. The amount of this authorization shall be limited so as not to exceed available funding.

The City Manager, or designee, is hereby authorized to finalize contract language with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature.

Financing

Account	Description	Appropriation	Balance
xxxx.1.300.xxxxx.4652.xxxxx	CS Maint Supplies Improv o/t bldg FY15	325,712.00	114,476.00
xxxx.1.300.xxxxx.4652.xxxxx	CS Maint Supplies Improv o/t bldg FY16	330,450.00	Anticipated

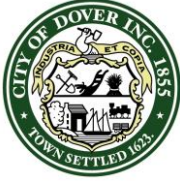
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

Approved as to Legal
Form and Compliance: Anthony Blenkinsop
General Legal Counsel

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

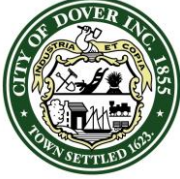
Resolution Number: **R - 2015.04.22 – 043**
Resolution Re: **B15050B Award of bid Precast Concrete Structures**

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 John O'Connor, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.11.

Resolution Number: **R - 2015.04.22 – 043**
Resolution Re: **B15050B Award of bid Precast Concrete Structures**

RESOLUTION BACKGROUND MATERIAL:

Sealed bids # B15050B were requested and received for Precast Concrete Structures on April 7, 2015 at 11:30 AM EST. Bids were submitted in varying amounts for several different products from the following vendors:

Phoenix Precast, Concord NH
R. Pepin Precast, Sanford ME

George R Roberts Alfred, ME
Shea Concrete Precast, Nottingham NH

Award Information:

Purchase Orders will be issued as needed to various vendors' at lowest rates submitted on Bid #B15050B to authorize expenditures.

A draft notice of award is attached hereto; City staff will work with the vendor to finalize the terms of the contract following City Council approval.

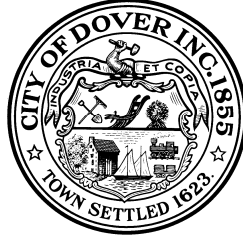
Purchasing Information:

Type:	Purchase Order	Advertised:	Yes
Invitations emailed:	110	Number of Responses:	4
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	no
Prices will hold for:	1 yr	Estimated Delivery:	As needed
Recommended Award to:	Various	Fund:	Maint Supplies
Other Approvals Required:	No	References Checked:	Satisfactory
Previously Worked for City:	Yes	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – B15050B Bid Results
Exhibit B – B15050B Draft Notice of Award Documents

B15050B REBID Results Ship Lap must be UP to conform with units Dover already has	Phoenix Precast 77 Regional Dr Concord NH	George R Roberts 192 Biddeford Rd Alfred ME	R. Pepin Precast PO box 729 Sanford ME	Shea Concrete Precast 160 Old trunpike Road Nottingham, NH 03290 603-231-1685
4' I.D. manhole & Catch basins (5"sidewalks)				
Flat Top		110.00	100.00	115.00
2' Concentric Cone	n/b	100.00	n/b	104.40
4' Eccentric Cone	196.00	200.00	189.00	210.00
3' Eccentric Cone	147.00	150.00	134.50	156.60
2' Eccentric Cone	98.00	100.00	100.00	104.40
1' Barrel Section	49.00	50.00	42.00	52.50
2' Barrel Section	98.00	125.00	90.00	154.40
3' Barrel Section	147.00	185.00	140.00	216.60
4' Barrel Section	196.00	240.00	190.00	285.00
2' Base Section	164.00	155.00	140.00	180.00
3' Base Section	213.00	205.00	190.00	230.00
4' Base Section	262.00	265.00	235.00	285.00
"F" Catch Basins - 2' Square				
2' High w/1 Hole	225.00	150.00	145.00	200.00
3' High w/1 Hole	275.00	200.00	195.00	270.00
4' High w/1 Hole	350.00	250.00	240.00	350.00
5' High w/1 Hole	425.00	300.00	295.00	460.00
6' High w/1 Hole	500.00	350.00	340.00	500.00
Manhole Grade Rings				
40" O.D. x 24" I.D. x 4"H	50.00	40.00	35.00	54.00
40" O.D. x 24" I.D. x 6"H	50.00	49.00	45.00	54.00
40" O.D. x 24" I.D. x 8"H	n/b	56.00	55.00	70.00
40" O.D. x 24" I.D. x 12"H	99.00	65.00	65.00	100.00
45" O.D. x 30" I.D. x 6"H	50.00	55.00	60.00	60.00
45" O.D. x 30" I.D. x 12"H	105.00	70.00	75.00	110.00
2'x2'x2' blocks	65.00	325.00	90.00	300.00
Kor-n-seal				
S406-10AWP-EX	50.00	40.00	36.00	50.00
S406-10WP-EX	n/b	40.00	36.00	50.00
S406-10.5AWP-EX	n/b	40.00	36.00	50.00
S406-10.5WP-EX	n/b	40.00	36.00	50.00
S406-11BWP-EX	n/b	40.00	43.00	50.00
S406-11AWP-EX	n/b	40.00	43.00	50.00
S406-12CWP-EX	50.00	55.00	49.00	50.00
S406-12BWP-EX	n/b	55.00	49.00	50.00
S406-12AWP-EX	50.00	55.00	49.00	50.00
S406-12WP-EX	n/b	55.00	49.00	50.00
S106-12BWP-EX	n/b	55.00	49.00	50.00
S106-12AWP-EX	50.00	55.00	49.00	50.00
S106-12WP-EX	55.00	55.00	49.00	55.00
S106-14AWP-EX	n/b	65.00	53.00	60.00
S106-16BWP-EX	70.00	65.00	53.00	60.00
S106-16AWP-EX	70.00	65.00	53.00	65.00
S106-16WP-EX	70.00	65.00	60.00	65.00
S106-20BWS	70.00	80.00	75.35	85.00
S106-20AWS	70.00	80.00	75.35	85.00
S106-20WS	70.00	80.00	75.35	85.00

DANIEL R LYNCH
Finance Director
d.lynch@dover.nh.gov



288 Central Avenue
Dover, New Hampshire 03820-4169

(603) 516-6030
Fax: (603) 516-6097
www.dover.nh.gov

ANN M. LEGERE, CPPB
Purchasing Agent
a.leger@dover.nh.gov

City of Dover, New Hampshire
OFFICE OF THE FINANCE DIRECTOR

NOTICE OF AWARD to: Vendor
PER SPECIFICATIONS OUTLINED IN
REQUEST FOR BID # B15050B
Approved Council Resolution R2015.04.22

Precast Concrete Structures
April 22, 2015 to May 1, 2015

The City of Dover ("OWNER") has considered the BID submitted by you for the above described services, which was opened on April 7, 2015.

You are hereby notified that your BID has been accepted as listed in the attached results page:

The terms of the REQUEST FOR BID and BID, including but not limited to insurance requirements, are incorporated herein by reference.

Please return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

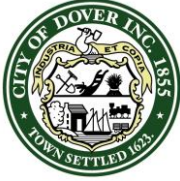
ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged, this ____ day of _____, 2015.

BY: _____ (duly authorized)

Print:

TITLE: _____



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2015.04.22 – 044**
Resolution Re: **Approval of Reach for the Top Therapy Services Lease, Rooms 330, 331, 332, 333**

WHEREAS: Reach for the Top Therapy Services is a current subtenant of Easter Seals at the McConnell Center in Rooms 330, 331, 332 and 333; and

WHEREAS: Reach for the Top Therapy Services has received its 501 (c) 3 letter of determination from the IRS and wishes to enter its own Lease with the City and end its sublease with Easter Seals; and

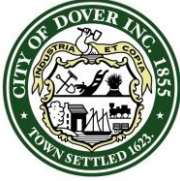
WHEREAS: The Master Lease with Easter Seals expired by its terms on November 15, 2014 and Reach for the Top Therapy Services has continued on a month to month sublease since then.

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

The City Manager is authorized to sign a new lease with Reach for the Top Therapy Services for a two (2) year term starting May 1, 2015 with the option to renew for additional two (2) year terms at the Lessee's request. Each additional term shall be separately negotiated.

AUTHORIZATION

Approved as to Funding:	Daniel Lynch Finance Director	Sponsored by:	Mayor Karen Weston By request
Approved as to Legal Form: and Compliance:	Anthony I. Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2015.04.22 – 044**
Resolution Re: **Approval of Reach for the Top Therapy Services Lease, Rooms 330, 331, 332, 333**

DOCUMENT HISTORY:

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

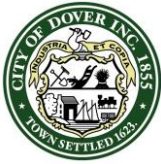
DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor, Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

The City of Dover leases space at the McConnell Center to non-profit organizations and state agencies.

See Lease Agreement attached hereto.



CITY OF DOVER

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LEASE AGREEMENT

THIS LEASE made this ____ day of _____, 2015, by and between **REACH FOR THE TOP THERAPY SERVICES**, a New Hampshire non-profit corporation, of 61 Locust Street, Suite 333, Dover, New Hampshire 03820 (hereinafter referred to as “LESSEE”), and the **CITY OF DOVER**, New Hampshire, of 288 Central Avenue, Dover, County of Strafford and State of New Hampshire 03820 (hereinafter referred to as “LESSOR”).

WITNESSETH:

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

1. Description and Term.

That the LESSOR does hereby demise and lease to the LESSEE the Premises within the City’s McConnell Center located at 30 St. Thomas Street, Dover, New Hampshire, containing 3,850 square feet and more particularly identified on the McConnell Center Plans dated February 6, 2006 as rooms 330, 331, 332, 333.

In conjunction with the use of the Premises, LESSEE shall have the right to use parking spaces for its employees in the adjacent City Parking lot to the rear of the Public Library. It is agreed the spaces will not be reserved and used on a first come first served basis with no signage designating spaces to the LESSEE. The parking spaces may be subject to relocation within the entire parking lot at the sole discretion of the City of Dover.

The term of LESSEE’s Lease shall be for two (2) years beginning on May 1, 2015. There shall be an option to renew for additional two (2) year terms at the LESSEE’S request pursuant to Paragraph 7. Each additional term shall be separately negotiated.

Monthly rent shall be paid the first of each month to the City of Dover. The first year’s rent charges are based upon Premises allocation of 3,850 square feet and calculated using the following components:

Reach for the Top Therapy Services 3,850 Sq. Ft

<u>Component</u>	<u>Rate</u>	<u>Annual</u>	<u>Monthly</u>
Fixed Rent	\$ 6.50	\$25,025.00	\$2,085.42
Capital Reserve	\$ 0.40	\$ 1,540.00	\$ 128.33
Utilities (*)	\$ 6.16	\$23,716.20	\$1,976.33
Other as agreed	0	0	0
Total Rent Assessment	\$13.06	\$50,281.20	\$4,190.08



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(*) Utility costs are variable based upon actual costs as outlined in section 2.

2. Utilities and Maintenance.

The LESSEE shall be responsible for payment of all operations and maintenance costs associated with the Premises, including utilities (electricity, water, gas, heat) and shared custodial, snow removal and associated supplies. Operations and Maintenance costs of this lease is established at \$6.16/sf. Thereafter these costs shall be revised annually and prorated per square foot based upon the previous years actual cost of operating and maintaining the building. The total square footage of leased Premises is 53,753 square feet. The annual revision of operation and maintenance costs shall occur in February and take effect the following July 1st.

3. Condition of Premises.

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

LESSOR shall, at its own expense, maintain and keep the building in good structural order and repair including, but not limited to, all partitions, doors, windows, fixtures and equipment. In addition, LESSOR shall, at its own expense, make normal repairs and maintain performance of the leased Premises, as needed, including, without limitation, the replacement of broken glass, interior repainting, the repair of floors, and the keeping of windows and doors watertight. LESSOR shall also, at its expense, maintain in good operating condition all plumbing, electrical, heating, sprinkling, air conditioning and other utility systems. All items herein mentioned shall be maintained in as good order and repair as they are at the date of the commencement of the term of this lease, reasonable wear and damage by accident, fire or other insured against casualty excepted. LESSEE and LESSOR will perform a walk through to evaluate condition of the Premises prior to occupancy.

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



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4. Access to Premises.

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

5. Unavoidable Casualty and Eminent Domain.

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

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

6. Use.

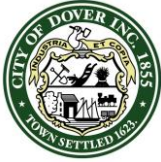
The LESSEE shall only use the Premises in compliance with the City's McConnell Center Reuse Steering Committee Report dated December 2004, and all applicable amendments thereto, all applicable City ordinances, rules and regulations. Additionally, the Premises shall be used for non-profit purposes only. No residential use shall be permitted.

7. Renewal of Lease.

At least sixty (60) days but no earlier than one hundred twenty (120) days prior to the expiration of the initial term of this Lease or the expiration of an additional term, the LESSEE shall notify the LESSOR in writing of the LESSEE's intention to exercise its option to extend the term of the Lease for an additional period and seek to continue its Lease upon such terms and conditions as the parties may then agree.

8. Subletting and Assignment.

LESSEE shall neither sublet nor assign the Premises or the associated parking spaces under any circumstances without prior written consent by the LESSOR.



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9. Personal Property.

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

10. Default/Early Termination.

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

Both the LESSEE and the LESSOR shall be bound to give a 90 day vacancy notice if the terms of the Lease are to be broken by either party.

11. Indemnification.

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

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



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12. Insurance.

Casualty and property insurance shall continue to be maintained on the subject property by the LESSOR. LESSEE shall procure and maintain in force, at its expense, during the term of this lease agreement, and any extensions of such term, liability and property damage insurance for the LESSEE's leased Premises to be considered primary coverage. LESSOR has no obligation for any loss to personal property. Proof of insurance shall be supplied to the LESSOR at the time of occupancy. The City of Dover shall be listed as 'Additional Insured' on the policy and proof of insurance certificate.

13. Liens and Encumbrances.

LESSEE will not create or allow any lien, encumbrance or charge on the LESSEE Premises or on the McConnell Center or on the rents or income there from which may be superior to the LESSOR's rights hereunder.

14. Parties Bound.

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

15. Notice.

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

16. Modification of Lease.

This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the both parties.

17. Section Headings.

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

18. Severability.

Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not effect the



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validity, legality or enforceability of such provision in any other instance or the validity, legality or enforceability of any other provision of this Agreement.

19. Laws Governing.

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

20. Security Deposit.

Upon execution of this Lease, LESSEE deposits with LESSOR____\$0____, as security for the performance by LESSEE of the terms of this Lease to be returned to LESSEE, with interest, following the full and faithful performance by LESSEE of this Lease. In the event of damage to the Premises caused by LESSEE or LESSEE 's agents or visitors, LESSOR may use funds from the deposit to repair, but is not limited to this fund and LESSEE remains liable.

21. Merger.

This Lease contains all terms and conditions agreed upon by the parties hereto and not other agreements or representations, oral or otherwise, regarding the subject matter of this Lease shall be deemed to exist, provided, however, that any subsequent modifications or agreements affecting this Lease shall be in writing and signed by the parties hereto.

22. Amendment.

This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.

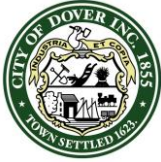
IN WITNESS WHEREOF, the parties have hereunto executed this Lease agreement this ____ day of _____, 2015.

REACH FOR THE TOP THERAPY SERVICES
By Patti Rawding Anderson

Witness

Duly Authorized

Date



CITY OF DOVER

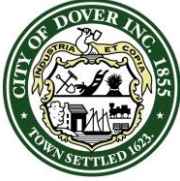
288 CENTRAL AVENUE
DOVER, NH 03820
WWW.DOVER.NH.GOV
603.516.6000

THE CITY OF DOVER
By J. Michael Joyal, Jr.

Witness

Duly Authorized

Date



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.2.

Resolution Number: **R – 2015.04.22 – 045**
Resolution Re: **Authorizing New Sidewalk Construction**

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor, Karen Weston		
Deputy Mayor, Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison, III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor, Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		

RESOLUTION BACKGROUND MATERIAL:

Pursuant to Dover Code 152-23, the City Council shall have the final determination of the location and type of construction of all new sidewalks within the City of Dover.

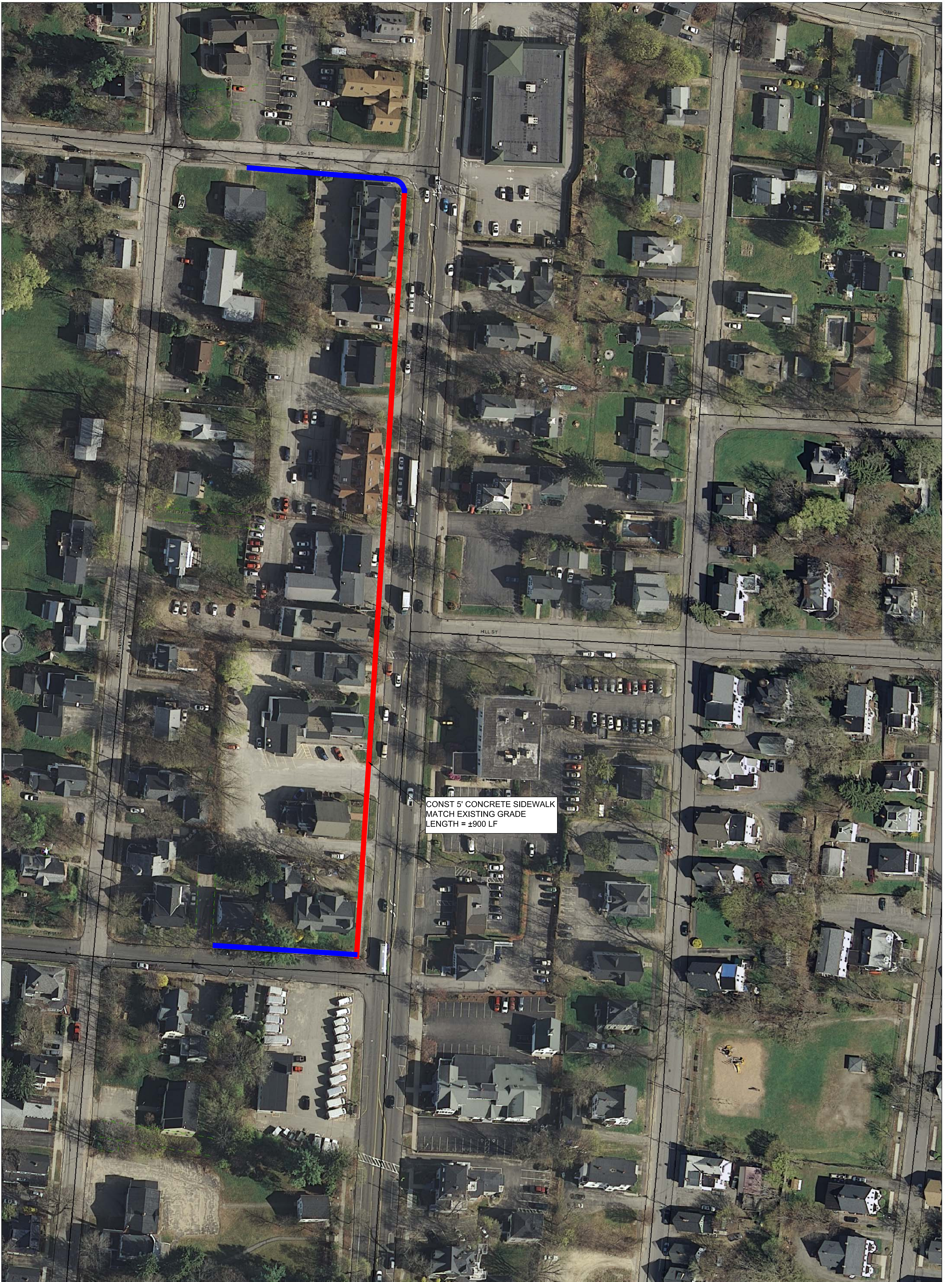
New Sidewalks to include the following areas:

- On Durham Road from Bellamy Road to Mast Road
- On Central Avenue from Burger King to Agway Driveway
- On East Watson at Central Avenue

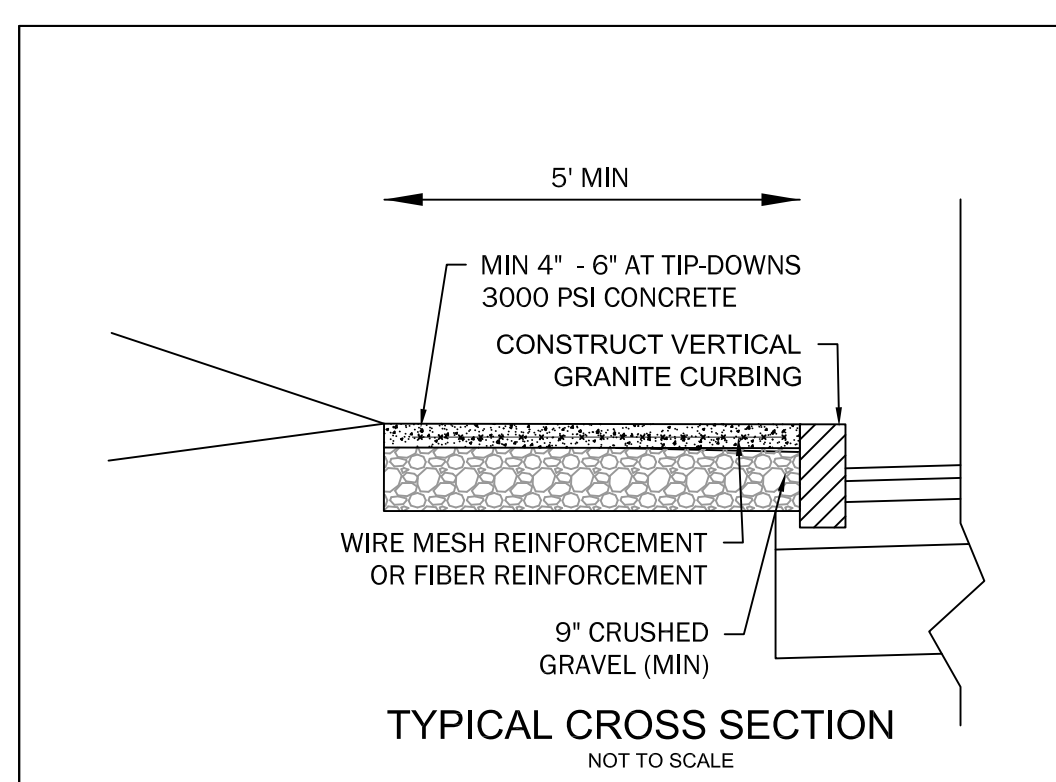
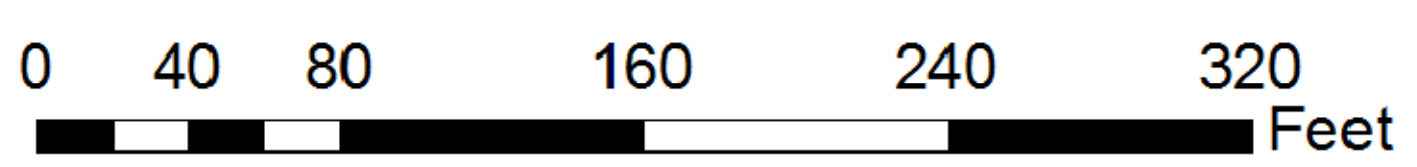
Overlay/Reconstruction to include the following areas:

- Central Avenue from Ash Street to Hough Street
- Central Avenue from Rutland Street to Exit 7 ramp

See four (4) attached maps



CONST 5' CONCRETE SIDEWALK
MATCH EXISTING GRADE
LENGTH = ±900 LF





EXISTING ELECTRIC BOXES

EXISTING CATCHBASIN

LENGTH = ± 380 FT
AREA = ±2,300 SF

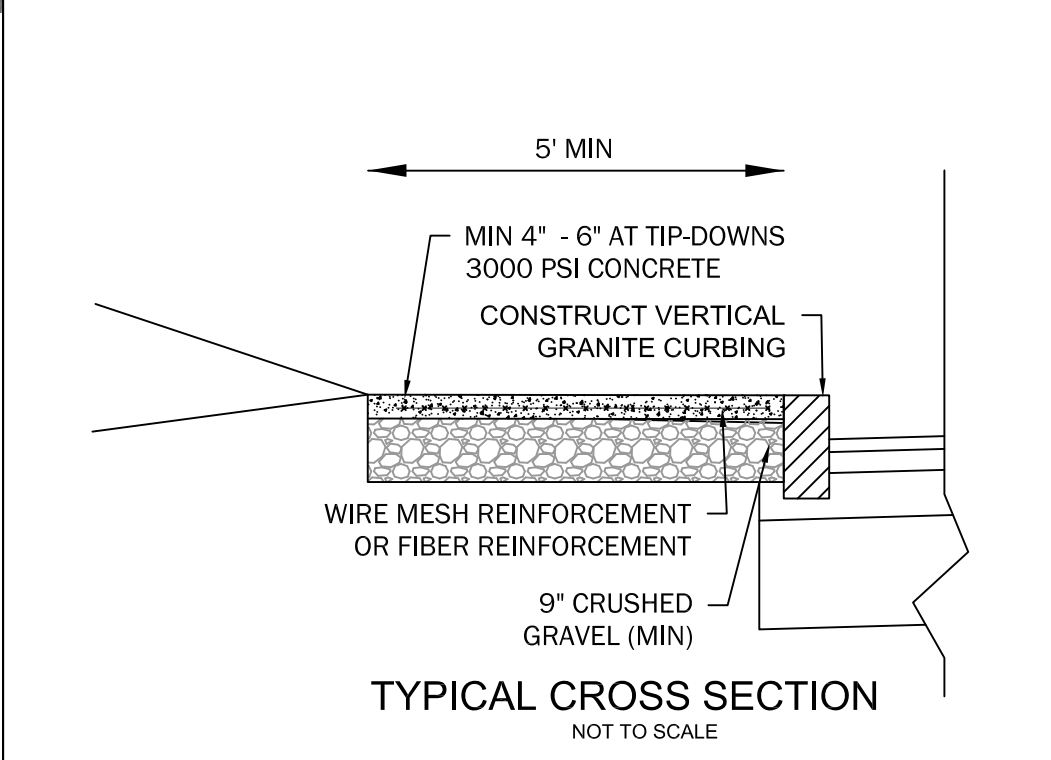
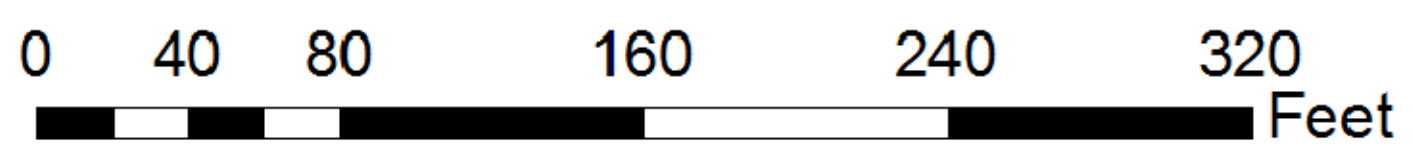
LENGTH = ± 75 FT
AREA = ±430 SF

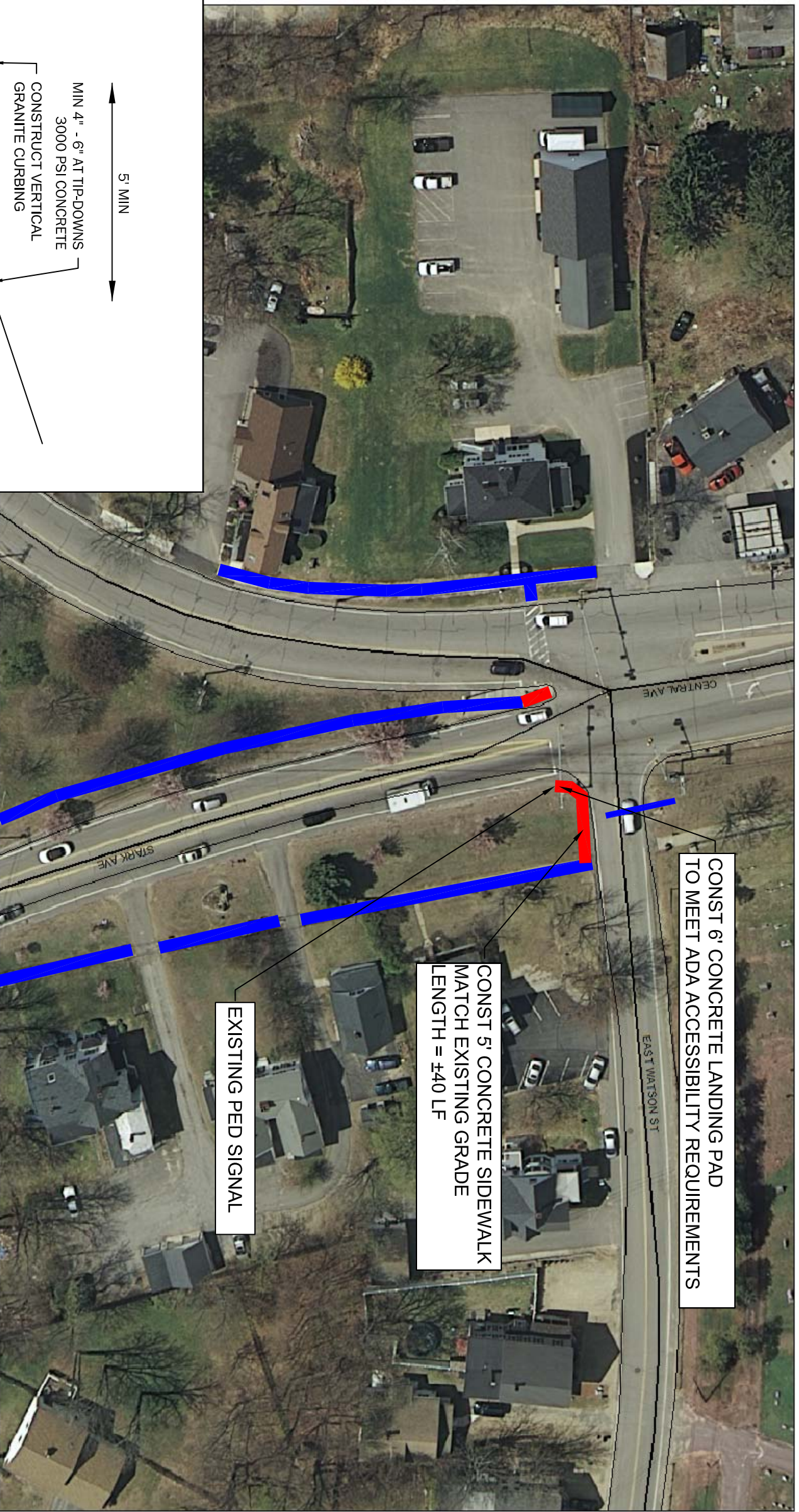
LENGTH = ± 185 FT
AREA = ±1,070 SF

LENGTH = ± 30 FT
AREA = ±145 SF

EXISTING RETAINING WALL

EXISTING CATCHBASIN

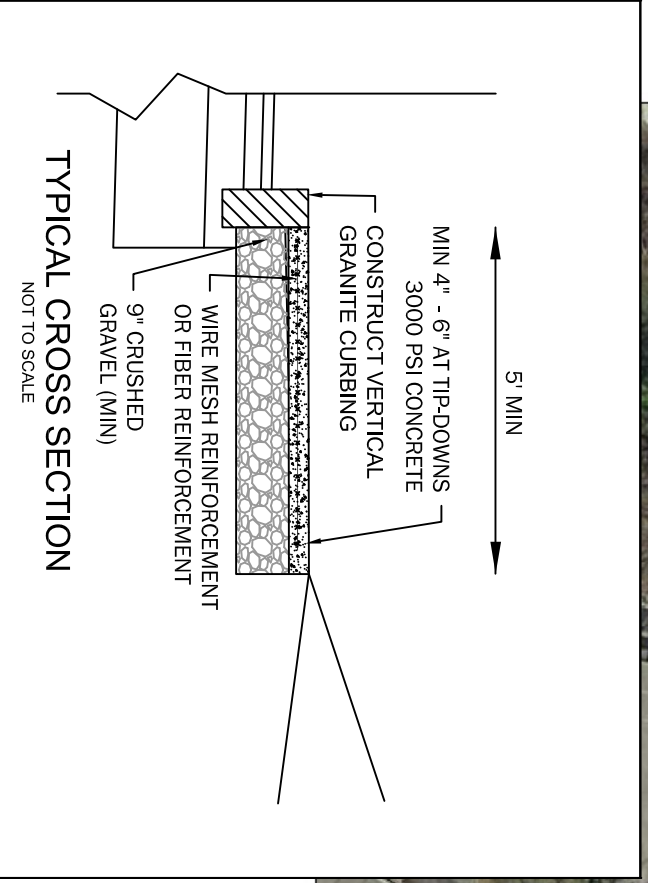


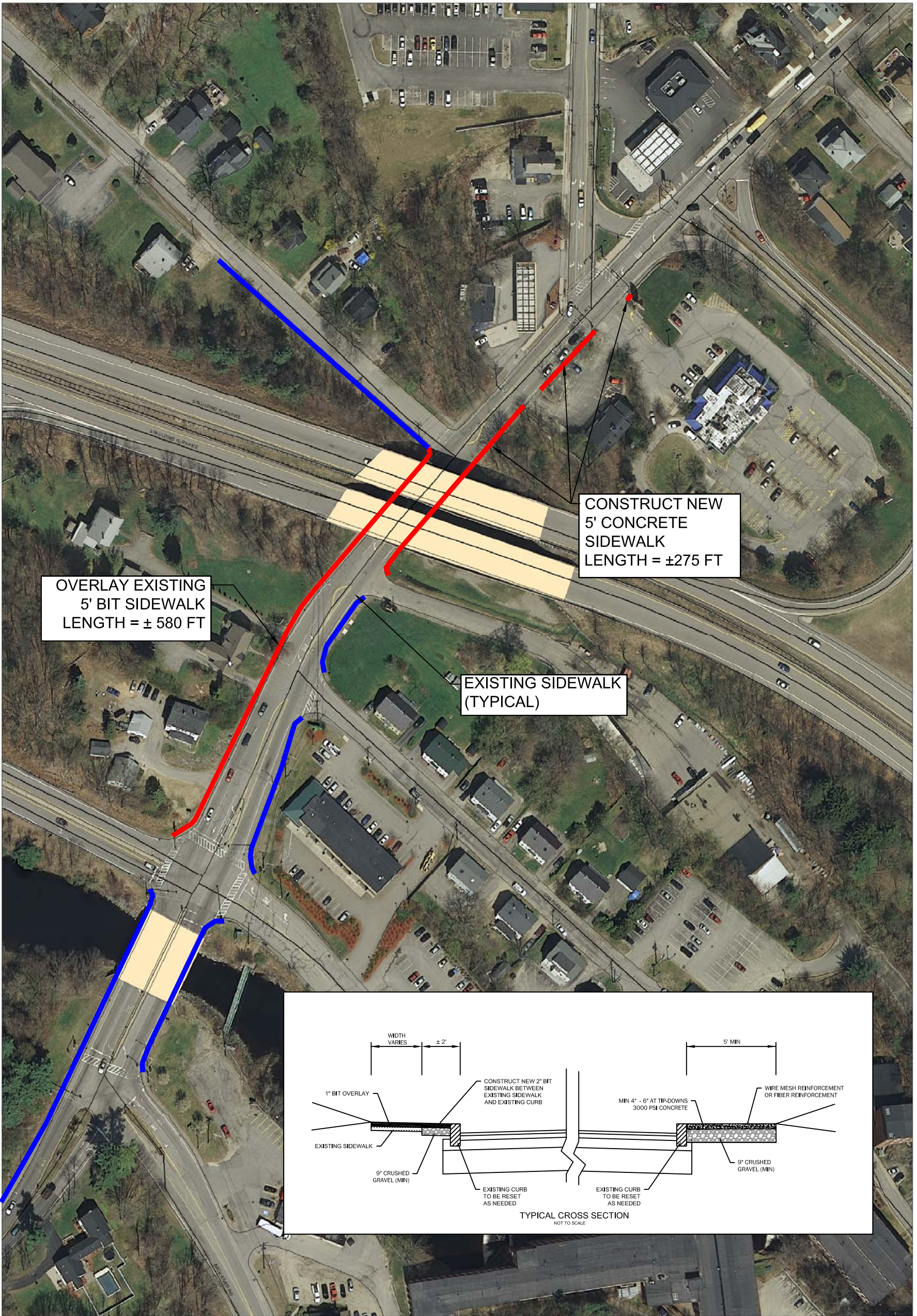


CONST 6' CONCRETE LANDING PAD
TO MEET ADA ACCESSIBILITY REQUIREMENTS

CONST 5' CONCRETE SIDEWALK
MATCH EXISTING GRADE
LENGTH = ±40 LF

EXISTING PED SIGNAL

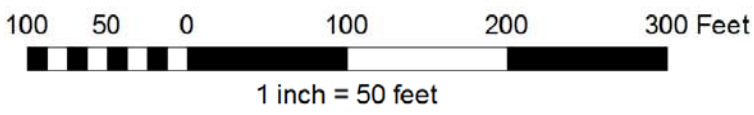
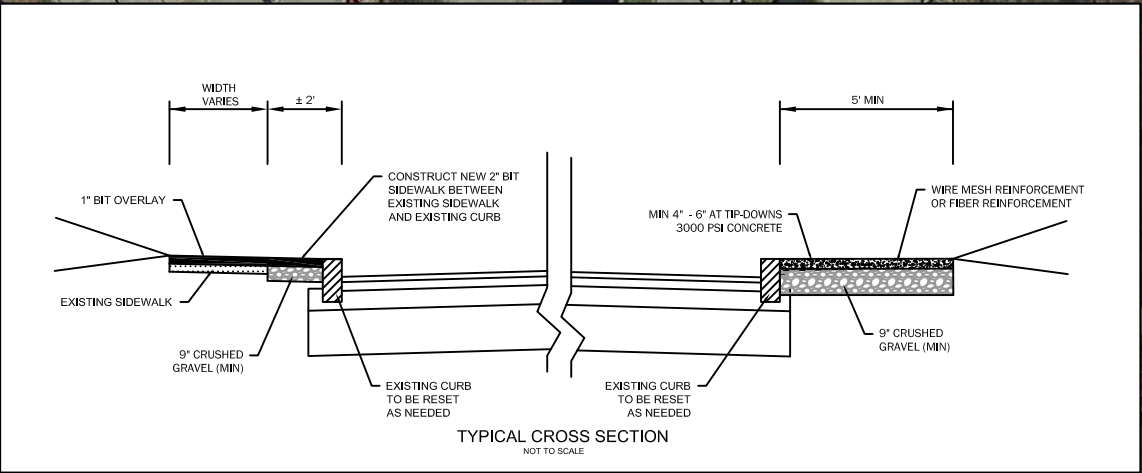


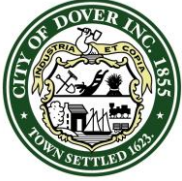


OVERLAY EXISTING
5' BIT SIDEWALK
LENGTH = ± 580 FT

CONSTRUCT NEW
5' CONCRETE
SIDEWALK
LENGTH = ±275 FT

EXISTING SIDEWALK
(TYPICAL)





CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O-2015.04.22 – 011**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Sections: **ARTICLE IV METERED PARKING**

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Article IV METERED PARKING and to make housekeeping changes.

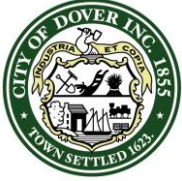
2. AMENDMENT

Chapter 166, Table of Contents for ARTICLE IV titled “METERED PARKING” is hereby amended by enacting Sections 166-41 and 166-45 as follows:

ARTICLE IV

METERED PARKING

- 166-34. Definitions.
- 166-35. Applicability.
- 166-36. Installation of Meters.
- 166-37. Hours of Operation.
- 166-38. Unlawful Acts; Separate Violations.
- 166-39. Truck Parking.
- 166-40. Contractor Parking.
- 166-41. ~~(Reserved). (formerly Parking Sale Of Stickers.)~~ Time Limits.
- 166-42. Penalties and Procedures. (formerly Police Officers Report.)
- 166-43. Registration of Motor Vehicles. (formerly First Notice Violation.)
- 166-44. In-Vehicle Parking Meters. (formerly First Notice of Violation.)
- 166-45. ~~(Reserved). (formerly Payment Not Admission of Guilt)~~ Parking Meter Zones.
- 166-46. (Reserved). (formerly Summons to Court.)



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O-2015.04.22 – 011**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Sections: **ARTICLE IV METERED PARKING**

3. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” Article IV METERED PARKING is hereby amended as follows:

ARTICLE IV

METERED PARKING

[Amended on 08-19-81 by Ord. No. 13-81]

166-34. Definitions.

As used in this Chapter the following terms mean:

IN-VEHICLE PARKING METER – An electronic device that displays the city and zone for which parking fees are being paid for through the device.

MULTI-SPACE PARKING METER – A Parking Meter that controls Vehicle parking for more than one (1) space in a Parking Meter Zone.

METERED ON-STREET PARKING SPACE – A portion of a Public Highway consisting of a section of a public right of way in which the parking of a Vehicle is controlled by a Parking Meter.

METERED PARKING GARAGE – A portion of a Public Highway consisting of a parking garage, deck or structure in which the parking of a Vehicle is controlled by a Parking Meter.

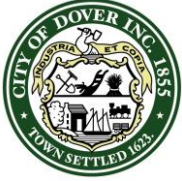
METERED PARKING LOT – A portion of a Public Highway consisting of a parking lot in which the parking of a Vehicle is controlled by a Parking Meter.

PARKING METER – A mechanical device located upon a ~~P~~ublic ~~H~~ighway or ~~S~~idewalk in a place regularly designed as a ~~P~~arking ~~M~~eter ~~Z~~one as hereinafter defined, which ~~device~~ shall record a certain number of minutes by the use of a clock mechanism determining the period of time for which parking privileges may be extended to the ~~P~~erson so depositing a coin, or any device ~~that~~ ~~which~~ produces a ticket upon which the amount of time for which parking privileges are extended may be printed.

PARKING METER ZONE – Any designated section of the ~~P~~ublic ~~H~~ighway within which a ~~motor V~~ehicle may be temporarily parked and allowed to remain for such period of time as indicated upon the ~~P~~arking ~~M~~eter or Multi-Space Parking Meter attached therein.

PERSON – Any individual, company, firm, corporation, association or other organization.

PUBLIC HIGHWAY – The entire width between the boundary lines of any ~~P~~ublic ~~H~~ighway, street, avenue, road, alley, park or parkway, or any private way laid out under authority of statute or approved by the Planning Board, or any such way provided for public use, or any such way which



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O-2015.04.22 – 011**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Sections: **ARTICLE IV METERED PARKING**

has been used for public travel thereon for twenty (20) years, or any public or private parking lot, or garage, deck or structure which is maintained primarily for the benefit of paying customers of the Sstate and Ccity.

SIDEWALK – That portion of a Public Highway between the edge of the traveled way and the limit of the public right-of-way, laid out as such by the City or reserved by custom for the use of pedestrians.

VEHICLE – Any device by which any Person or property may be transported upon a Public Highway, except those operated upon rails or permanent tracks.

166-35. Applicability.

- A. The rules and regulations herein contained pertaining to the control of ~~motor~~ Vehicle traffic and parking areas shall apply to any Person, ~~company, firm, corporation, association or other organization~~.
- B. The City Council of the City of Dover may, by resolution, suspend the operation of this Article for temporary periods in cases of emergency, for the public good or for other reasons which, to it, appear to justify such suspension. If any section or part of a section of this Article is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the remaining sections or part thereof.

166-36. Installation of Meters.

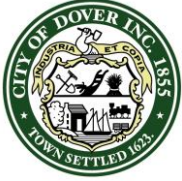
The City of Dover shall provide for the installation, regulation and operation of ~~such~~ Parking Meters and provide curb and street marking lines therefore. Parking Meters shall be placed upon the curb in relation to the individual parking spaces or, in the case of a so-called ~~master~~ Multi-Space Parking Meter, shall be placed at a designated location to be controlled by said ~~master~~ Multi-Space Parking Meter, and shall be constructed so as to show the limit of legal parking upon deposit of payment and to provide some signal, ticket or some other mechanical device showing the expiration of said parking. [Amended 11-13-2013 by Ord. No. 2013.10.09-013]

166-37. Hours of Operation. [Amended on 01-13-88 by Ord. No. 34-87]

Parking Meters shall be in operation daily between the hours of 9:00 a.m. and 7:00 p.m., except on Saturdays, Sundays and legal holidays.

166-38. Unlawful Acts; Separate Violations.

The following shall be considered violations of this Article:



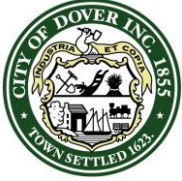
CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O-2015.04.22 – 011**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Sections: **ARTICLE IV METERED PARKING**

- A. It shall be unlawful for any Person to park or allow any Vehicle registered in his/her/its name to be parked in a Parking Meter Zone so that Vehicle is not entirely within the area designated or delineated by lines or markings.
- B. It shall be unlawful for any Person to park or allow any Vehicle registered in his/her/its name to be parked in excess of nineteen (19) feet in overall length in a Multi-Space Parking Meter Zone except as provided in 166-39.
- C. It shall be unlawful for any Person to park or allow any Vehicle registered in his/her/its name to be parked or left standing in any area where parking is controlled by a ~~master~~ Multi-Space Parking Meter:
- (1) Without purchasing a receipt from said ~~master~~ Multi-Space Parking Meter for such parking or standing time.
 - (2) Without displaying any receipt so purchased in a ~~master~~ Multi-Space Parking Meter in a position on the dashboard of the Vehicle in order that the time printed on said receipt may be clearly visible from outside the Vehicle.
 - (3) After parking or standing time which has been purchased has expired.
 - (4) Displaying an altered or falsified receipt or any receipt that has not been purchased from the ~~master~~ Multi-Space Parking Meter controlling the parking space in which the Vehicle displaying the receipt is parked.
 - (5) Exception: No ~~master~~ Multi-Space Parking Meter receipt is required for a Metered On-Street Parking Space of less than fifteen (15) minutes. This exception does not apply to Metered Parking Lots or a Metered Parking Garage.
 - (6) In excess of the posted time limits.
- D. Each violation subsection of the acts described in Subsection C.(1) to (4) and (6) shall constitute a separate violation and additional violation.
- E. It shall ~~further~~ be unlawful for any Person to park or allow any Vehicle registered in his/her/its name to remain parked in a Parking Meter Zone when time purchased on the Parking Meter for that space has expired, except as provided in 166-37.
- ~~E~~.F. It shall be unlawful for any Person to park or allow any Vehicle registered in his/her/its name to be parked or left standing on any Public Highway or part of a Public Highway within the Ceity in a Parking Meter Zone without conforming to the provisions of this Article.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O-2015.04.22 – 011**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Sections: **ARTICLE IV METERED PARKING**

G. It shall be unlawful for any Person to park in a Metered On-Street Parking Space with a receipt from a Metered Parking Lot or garage Multi-Space Parking Meter.

~~F. H.~~ Where a violation of this Article is found, each additional one (1) hour that a Vehicle is so parked in violation shall constitute a separate additional violation.

~~G. I.~~ Exceptions: The ~~previous provisions of the aforementioned sections of this Article~~ shall not apply to City ~~publicly~~ owned Vehicles nor to Persons who are disabled and have obtained permission ~~to~~ to park from the Chief of Police.

166-39. Truck Parking.

Vehicles over nineteen (19) feet in overall length, with permission of the Chief of Police or his/her designated representative, may stop and unload merchandise in a Parking ~~M~~eter Zone, but under no circumstances shall any Vehicle obstruct or impede the free flow of traffic.

166-40. Contractor Parking.

The Chief of Police, or his/her designated representative, may permit plumbers, electricians or other contractors to park in any area, without regard to ~~meter fees~~ time restrictions, provided that it is essential to work being done in the immediate area. **[Amended on 04-20-05 by Ord. No. 09-2005]**

166-41. ~~Reserved. (formerly Parking Sale Of Stickers.)~~ Time Limits.

No Person shall park a Vehicle in a Metered On-Street Parking Space in excess of three (3) consecutive hours. This section shall not apply to Metered On-Street Parking Spaces on the following Public Highways:

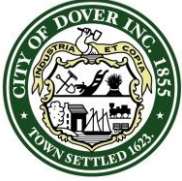
Henry Law Avenue
River Street

166-42. Penalties and Procedures. **[Added on 03-11-87 by Ord. No. 05-87] (formerly Police Officers Report. [Repealed 03-11-87 by Ord. No. 05-87])**

Any violations of any section of this Article shall be handled by the Police Department in accordance with the procedures and penalties for other parking violations in Article III, 166-29, 166-30, 166-31, 166-32, and 166-33.

166-43. Registration of Motor Vehicles. **[Added on 06-02-88 by Ord. No. 08-88] (formerly First Notice ~~Of Violation.~~ [Repealed 03-11-87 by Ord. No 05-87])**

The provisions of RSA 231:130-a, Notification of Unpaid Fines, is hereby adopted by the City of Dover, New Hampshire. Pursuant to the adoption of RSA 231:130-a, the Tax Collector shall:



CITY OF DOVER

CITY OF DOVER - ORDINANCE

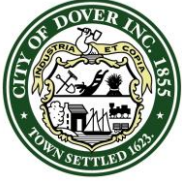
Agenda Item#: 13.C.1.

Ordinance Number: **O-2015.04.22 – 011**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Sections: **ARTICLE IV METERED PARKING**

- A. Maintain a record in the office of the Tax Collector which shall contain a listing of all residents of the City of Dover who have outstanding parking violations incurred in municipalities that have adopted the provisions of this section.
- B. Notify the Town or City Clerk of any other municipality that has adopted the provisions of this section of any outstanding parking violations incurred by residents of such municipality within the limits of the notifying municipality.
- C. Notify the Town or City Clerk of any municipality that has adopted the provisions of this section of the payment of any outstanding parking violations incurred by residents of such municipality within the limits of the notifying municipality. Such action shall be taken within ten (10) days of the payment of the outstanding violation.
- D. The Tax Collector shall update and keep readily available the records required by RSA 231:30-a; (1); in order that such records may be consulted at such time as residents of such municipalities apply for permits for the registration of ~~motor~~ Vehicles pursuant to RSA 261:148.
- E. Furthermore, no resident in the City of Dover shall be allowed to register a ~~motor~~ Vehicle until all outstanding parking violations have been paid to the City of Dover or to any other municipality that has adopted the provisions of RSA 231:130-a.

166-44. In-Vehicle Parking Meters-. [Amended on 08-27-2012 by Ord. No. 2012.07.25-11] (formerly Second Notice Of Violation. [Repealed 03-11-87 by Ord. No 05-87])

- A. The use of In-Vehicle Parking Meters (IVPM) to pay for parking is permitted notwithstanding the provisions of 166-38;-(C)(1) under the following conditions:
 - (1) The IVPM is displayed by using the mounting bracket, or on the dashboard, allowing the readout device to be clearly viewed.
 - (2) The IVPM is authorized for use in the City of Dover and activated for the proper zone in which the Vehicle is parked.
 - (3) No manipulation of the software, display, deactivation, or reactivation of the IVPM resulting in the avoidance of parking fees has occurred.
- B. Attempts at circumvention of the IVPM program may result in the closing of the IVPM account without refund of any kind.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O-2015.04.22 – 011**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Sections: **ARTICLE IV METERED PARKING**

166-45. Reserved. (formerly Payment Not Admission Of Guilt.) [Repealed 03-11-87 by Ord. No 05-87])
Parking Meter Zones.

Parking Meter Zones in the City of Dover shall be set forth in 166-59. SCHEDULE L, unless otherwise posted.

166-46. Reserved. (formerly Summons To Court. [Repealed 03-11-87 by Ord. No 05-87])

4. TAKES EFFECT

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

NEEDS A PUBLIC HEARING

AUTHORIZATION

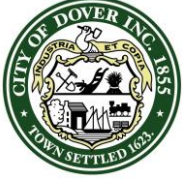
Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Karen Weston By request
Approved as to Legal Form and Compliance:	Anthony Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O-2015.04.22 – 011**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Sections: **ARTICLE IV METERED PARKING**

Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		

ORDINANCE BACKGROUND MATERIAL:

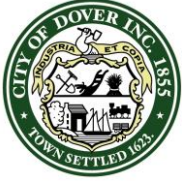
The purpose of this ordinance is to consolidate and codify locations authorized for metered parking within the City over the past several years.

On 7/22/09, the City Council authorized the purchase and installation of multi-space parking meters in the Orchard Street parking lot, the Belknap parking lot and along Henry Law Avenue with Resolution R - 2009.07.22 – 97. This was followed on 7/28/10 for the purchase and installation of multi-space meters for the northerly end of downtown with Resolution R- 2010.07.28 – 99. Finally, on 2/23/11 Resolution R - 2011.02.23 – 22 authorized the purchase and placement of multi-space meters in the southern end of downtown as well as the easterly 2/3rds of Second Street and Fourth Street from Central Avenue to Chestnut Street.

Four adjustments to the metered parking program were made since these major rollouts. These included expanding to the full length of Second Street, the movement of metered parking from the southerly side of First Street adjacent to the former parking lot to the northerly side of the street and the addition of the Transportation Center parking lot and River Street to the metered parking system. This also accommodates the new downtown parking garage that will be coming on-line later this year.

It is appropriate at this juncture to more clearly codify the metered parking program in Chapter 166.

The chair of the Parking Commission has requested this be forwarded to the City Council.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O -2015.04.22 – 012**
Ordinance Title: **Vehicles and Traffic**
Chapter: **166**
Section: **59**

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 166 by adding Section 59 to ARTICLE VI SCHEDULES to define Parking Meter Zones.

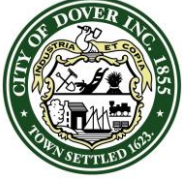
2. AMENDMENT

Chapter 166, Table of Contents for ARTICLE VI titled “SCHEDULES” is hereby amended by adding Section 166-59. SCHEDULE L: Parking Meter Zones. as follows:

ARTICLE VI

SCHEDULES

- 166-48. SCHEDULE A: One-way Roadways.
- 166-49. SCHEDULE B: Prohibited Turns at Intersections.
- 166-50. SCHEDULE C: Stop Intersections.
- 166-51. SCHEDULE D: Yield Intersections.
- 166-52. SCHEDULE E: Travel Restricted to Emergency Vehicles.
- 166-53. SCHEDULE F: Commercial Vehicle Travel Restricted.
- 166-54. SCHEDULE G: Truck Travel Restricted.
- 166-55. SCHEDULE H: Right Turn Required.
- 166-56. SCHEDULE I: No Parking at Any Time.
- 166-57. SCHEDULE J: Limited Time.
- 166-58. SCHEDULE K: Parking of Commercial Vehicles.
- 166-59. SCHEDULE L: Parking Meter Zones.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O -2015.04.22 – 012**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Section: **59**

3. AMENDMENT

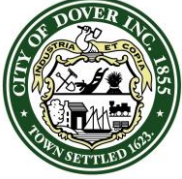
Chapter 166 entitled “Vehicles and Traffic” is hereby amended by adding Section 166-59
 SCHEDULE L: Parking Meter Zones. as follows:

166-59. SCHEDULE L: Parking Meter Zones.

<u>METERED PARKING GARAGE</u>	<u>LOCATION</u>
<u>Orchard Street Parking Garage</u>	<u>All public parking areas within the parking structure which is south of Orchard Street, between Chestnut Street and Central Avenue</u>

<u>METERED PARKING LOT</u>	<u>LOCATION</u>
<u>Belknap Lot</u>	<u>320 Central Avenue and 18 Locust Street; south of Washington Street between Central Avenue and Locust Street</u>
<u>Orchard Street Lot</u>	<u>North of Orchard Street and south of the Cocheco River between Central Avenue and Chestnut Street</u>
<u>Third Street Lot</u>	<u>North of Third Street and south of the railroad tracks between Chestnut Street and Central Avenue</u>
<u>Transportation Center Lot</u>	<u>33 Chestnut Street; west of Chestnut Street between First Street and Third Street</u>
<u>River Street Lot</u>	<u>31 River Street; east of the Cocheco River and north of Henry Law Avenue</u>

<u>METERED ON-STREET PARKING SPACES</u>	<u>LOCATION</u>
<u>Central Avenue</u>	<u>Both sides, from the intersection with Fourth Street southerly to the intersection with Kirkland Street</u>
<u>First Street</u>	<u>Southerly side, from the intersection with Central Avenue westerly to the end of public parking at the rear of 432 Central Avenue</u>



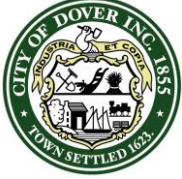
CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O -2015.04.22 – 012**
 Ordinance Title: **Vehicles and Traffic**
 Chapter: **166**
 Section: **59**

<u>First Street</u>	<u>Northerly side, from the westerly edge of 1 First Street westerly to the intersection with Chestnut Street</u>
<u>Fourth Street</u>	<u>Both sides, from the intersection with Central Avenue westerly to the intersection with Chestnut Street</u>
<u>Hale Street</u>	<u>Both sides, from the intersection with Central Avenue westerly to the intersection with Locust Street</u>
<u>Henry Law Avenue</u>	<u>Easterly side, from the intersection with Washington Street southerly to George Street</u>
<u>Locust Street</u>	<u>Both sides, from the intersection with St. Thomas Street northerly to the intersection with Washington Street</u>
<u>Main Street</u>	<u>Westerly side, from the intersection with Washington Street northerly to the intersection with School Street</u>
<u>River Street</u>	<u>Easterly side, from the intersection with Henry Law Avenue northerly to the intersection with Washington Street</u>
<u>School Street</u>	<u>Northerly side, from the intersection with Main Street easterly to the intersection with Mechanic Street</u>
<u>School Street</u>	<u>Southerly side, from the intersection with Main Street easterly to the entrance to the School Street parking lot</u>
<u>Second Street</u>	<u>Both sides, from the intersection with Central Avenue westerly to the intersection with Chestnut Street</u>
<u>St. Thomas Street</u>	<u>Both sides, from the intersection with Central Avenue westerly to the intersection with Locust Street</u>



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Section: **59**

<u>Third Street</u>	<u>Southerly side, from the intersection with Central Avenue westerly to the intersection with Chestnut Street</u>
<u>Washington Street</u>	<u>Both sides, from the intersection with Chestnut Street southerly to the Makem Bridge</u>

4. TAKES EFFECT

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

NEEDS A PUBLIC HEARING

AUTHORIZATION

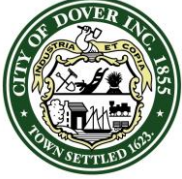
Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Mayor Karen Weston By request
Approved as to Legal Form and Compliance:	Anthony Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		

DOCUMENT HISTORY:

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

DOCUMENT ACTIONS:

VOTING RECORD		
Date of Vote:	YES	NO
Mayor Karen Weston		
Deputy Mayor Robert Carrier, At Large		
Councilor John O'Connor, Ward 1		
Councilor William Garrison III, Ward 2		
Councilor Deborah Thibodeaux, Ward 3		
Councilor Dorothea Hooper, Ward 4		
Councilor Catherine Cheney, Ward 5		
Councilor Jason Gagnon, Ward 6		
Councilor Anthony McManus, At Large		
Total Votes:		
Resolution does does not pass.		



CITY OF DOVER

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ORDINANCE BACKGROUND MATERIAL:

The purpose of this ordinance is to consolidate and codify locations authorized for metered parking within the City over the past several years.

On 7/22/09, the City Council authorized the purchase and installation of multi-space parking meters in the Orchard Street parking lot, the Belknap parking lot and along Henry Law Avenue with Resolution R - 2009.07.22 – 97. This was followed on 7/28/10 for the purchase and installation of multi-space meters for the northerly end of downtown with Resolution R- 2010.07.28 – 99. Finally, on 2/23/11 Resolution R - 2011.02.23 – 22 authorized the purchase and placement of multi-space meters in the southern end of downtown as well as the easterly 2/3rds of Second Street and Fourth Street from Central Avenue to Chestnut Street.

Four adjustments to the metered parking program were made since these major rollouts. These included expanding to the full length of Second Street, the movement of metered parking from the southerly side of First Street adjacent to the former parking lot to the northerly side of the street and the addition of the Transportation Center parking lot and River Street to the metered parking system. This also accommodates the new downtown parking garage that will be coming on-line later this year.

It is appropriate at this juncture to more clearly codify the metered parking program in Chapter 166.

This ordinance is necessary to support amendments to Chapter 166 set forth in O-2015.04.08-__.

The chair of the parking commission has requested this be forwarded to the City Council.