

CITY OF DOVER

CITY COUNCIL - AGENDA

REVISED

Meeting Type: **Special Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, July 15, 2015**
Meeting Time: **7:00 pm**

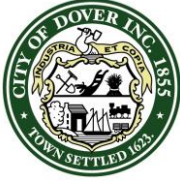
- 1. CALL TO ORDER**
- 2. MOMENT OF SILENCE**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL ATTENDANCE**
- 5. CITIZEN'S FORUM**

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

6. RESOLUTIONS

- A. FIRST STREET LICENSE AGREEMENT AMENDMENT
(TO BE REMOVED FROM THE TABLE)
SPONSORED BY MAYOR WESTON BY REQUEST**
- B. B10033 ADDITIONAL SCOPE OF WORK ON TOLEND ROAD – CMA ENGINEERS, INC.
(CO#6) (POSSIBLE VOTE TO RESCIND)
SPONSORED BY MAYOR WESTON BY REQUEST**

7. ADJOURNMENT



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 6.A.

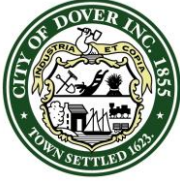
Resolution Number: **R – 2015.06.24 - 87**

Resolution Re: **First Street License Agreement Amendment**

- WHEREAS: The City of Dover is the owner of a certain right of way in the City of Dover known as First Street (referred to in a License Agreement as the “City Parcel”); and
- WHEREAS: A License Agreement dated July 17, 2014 was entered into between the City of Dover and First Street at Garrison, LLC and Riparia-One Hundred First Street, LLC (referred to as the “Licensees”) and recorded at the Strafford County Registry of Deeds at Book 4228, Page 710 as part of the Licensees’ plan to develop land off of First Street; and
- WHEREAS: In the License Agreement, a section titled LICENSE, Paragraph 1. License is broken down into two parking areas referred to as License Area “A” and License Area “B”; and
- WHEREAS: Two (2) of the parking spaces located in License Area “A” have historically been designated as a loading zone outside the premises now occupied by Ear Craft Music.; and
- WHEREAS: During the Licensees’ site plan review before the Planning Board on February 25, 2014, the Licensees represented that their plans would be amended to reflect these spots as a loading zone during business hours and as part of the license during off-hours. Through accident or mistake, the plans were not so amended and the spaces were inadvertently included in the License Agreement benefiting the Licensees full time; and
- WHEREAS: The City must amend the July 17, 2014 License Agreement to be consistent with the Planning Board representation and the intent to maintain a loading zone adjacent to Ear Craft Music; and
- WHEREAS: The Amended License Agreement will allow Licensees to use the two (2) loading zone spaces during non-loading hours as parking spaces consistent with the representation to the Planning Board; and
- WHEREAS: In addition to the above amendment to the License Agreement, the Licensees will be granted access to two (2) additional spaces to park motor vehicles in License Area “B”.

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

The City Manager is authorized to sign the Amended License Agreement between the City of Dover and First Street at Garrison, LLC and Riparia-One Hundred First Street, LLC. consistent with the above.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 6.A.

Resolution Number: **R – 2015.06.24 - 87**

Resolution Re: **First Street License Agreement Amendment**

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 I. Blenkinsop
General Legal Counsel

Recorded by:

Karen Lavertu
City Clerk

DOCUMENT HISTORY:

First Reading Date: 06/24/2015

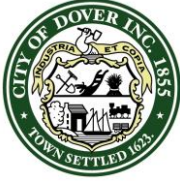
Public Hearing Date:

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#: 6.A.

Resolution Number: **R – 2015.06.24 - 87**

Resolution Re: **First Street License Agreement Amendment**

RESOLUTION BACKGROUND MATERIAL:

The City of Dover and First Street at Garrison, LLC and Riparia-One Hundred First Street, LLC entered into a License Agreement on July 17, 2014 that needs to be amended to allow two (2) spaces to be used as loading zone spaces adjacent to the building now occupied by Ear Craft Music. The amendment will allow the Licensees to use the said loading zone spaces during non-loading hours plus will supply the Licensees with two (2) additional parking spaces across the street (referred to as License Area “B”).

The License Agreement stems from the LDA the Council approved on July 24, 2013 and confirmed that on January 22, 2014.

Please see Amended License and Easement Plan attached.

Return To:

LICENSE AGREEMENT

This LICENSE AGREEMENT ("LICENSE"), is made as of the 17 day of July, 2014 by and between the **CITY OF DOVER, NEW HAMPSHIRE**, a New Hampshire municipal corporation having offices at 288 Central Avenue, Dover, New Hampshire 03820 ("City"), and **FIRST STREET AT GARRISON, LLC** ("First Street") and **RIPARIA-ONE HUNDRED FIRST STREET, LLC** ("Riparia"), both with an address of 466 Central Avenue, Suite 12, Dover, New Hampshire 03820 (First Street and Riparia are sometimes collectively referred to as the "Licensees").

RECITALS

A. The City is the owner of a certain right of way in the City of Dover, County of Strafford, State of New Hampshire (the "**City Parcel**"), being more particularly shown as "First Street" on a certain plan entitled "Easement and License Plan prepared for First Street at Garrison, LLC, Tax Map 6, Lot No. 3, First Street and Chestnut Street, City of Dover, County of Strafford, State of New Hampshire "; dated: January 2, 2014, revised through May 1, 2014; scale: 1"=20'; prepared by: McEneaney Survey Associates, Inc. , which Plan is attached hereto as Schedule A and made a part hereof.

B. Licensees are the developers of a certain lot or parcel of land off of First Street in the City of Dover, County of Strafford and State of New Hampshire, depicted on the Plan, and being further designated by the City of Dover as Tax Map 6, Lot 3 (the "Parent Parcel"), which was subdivided into two parcels, to-wit, Tax Map 6, Lot 3-1 (Lot 1) and Tax Map 6, Lot 3 (Lot 2), as shown on a certain plan entitled "Minor Subdivision of Land Prepared for the City of Dover, NH, Tax Map 6, Lot No. 3, First Street, City of Dover, County of Strafford, State of New Hampshire "; dated: January 6, 2014, scale: 1"=20'; prepared by: McEneaney Survey Associates, Inc., and recorded in the Strafford County Registry of Deeds as Plan 107-062 (the "Subdivision Plan"), which plan is attached hereto as Schedule B and made a part hereof.

C. First Street acquired Tax Map 6, Lot 3-1 (Lot 1), as shown on the Subdivision Plan (the "First Street Parcel"), and Riparia acquired Tax Map 6, Lot 3 (Lot 2), as shown on the Subdivision Plan (the "Riparia Parcel"), from the City pursuant to the terms of a Revised and Restated Land Development Agreement, approved by the Dover City Council on January 22, 2014, as amended.

D. On February 25, 2014, the Planning Board for the City of Dover, New Hampshire approved a Site Plan prepared by McEneaney Survey Associates for the development of a mixed-use building (the "Project") on the Riparia Parcel. Development shall occur on the First Street Parcel in the future, subject to the Revised and Restated Land Development Agreement.

E. Licensees request a license upon, over, and across a portion of the southerly and northerly sides of the City Parcel for the benefit of the Riparia Parcel and the First Street Parcel, in order to park motor vehicles and pass and re-pass, and the City agrees to issue such license pursuant to the terms and conditions as more fully set forth in this License.

LICENSE

Now therefore, in consideration of the mutual covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City grants the following to the Licensees:

1. License.

License Area "A". The City hereby grants to Licensees, and Licensees accept from the City, an exclusive license over the Southerly Side of the City Parcel, as depicted on the Plan, to park motor vehicles over that portion of the City Parcel ("Southerly Parking Area, Area A") and which Area A runs along the Southerly side of The First Street right of way and is more particularly described as follows:

Beginning at a point on the southerly sideline of First Street, said point being S 81° 50' 25" E a distance of 115.00 feet from a N.H.H.D. bound located on the southerly sideline of First Street at the intersection of Chestnut Street; thence turning and running along said First Street for the following eight courses:

~~N 08° 09' 35" E a distance of 9.00 feet to a point;~~
 thence S 81° 50' 25" E a distance of 408.80 feet to a point;
 thence N 08° 09' 35" E a distance of 15.80 feet to a point;
 thence S 81° 46' 00" E a distance of 136.00 feet to a point;
 thence S 08° 09' 35" W a distance of 16.50 feet to a point;
 thence N 81° 46' 00" W a distance of 129.80 feet to a point;
 thence S 08° 09' 35" W a distance of 8.29 feet to a point;
 thence N 81° 50' 25" W a distance of 415.00 feet to the point of beginning.

Said License to be known (southerly parking area) as "Area A" containing 5,975 square feet, more or less.

License Area "B". The City hereby grants to Licensees, and Licensees accept from the City, an exclusive license over the northerly side of the City Parcel, as depicted on the Plan, to park motor vehicles over that portion of the City Parcel; said License Area to be known as the "Northerly Parking Area, Area B" is located on the northerly side of First Street, and is more particularly described as follows:

Beginning at a point at the southeasterly corner of the said "Northerly Parking Area Area B", said point being located the following four courses from a N.H.H.D. bound on the southerly side of First Street at the intersection of Chestnut Street;

S 81° 50' 25" E a distance of 115.00 feet to a point;
 thence turning and running N 08° 09' 35" E a distance of 9.00 feet to point;
 thence turning and running S 81° 50' 25" E, a distance of 178.87 feet to a point;
 thence turning and running N 08° 09' 35" E a distance of 18.50 feet to the point of beginning;
 thence turning and running N 81° 50' 25" W a distance of 41.00 feet to a point;
 thence turning and running N 08° 09' 35" E a distance of 16.50 feet to a point on the northerly sideline of First Street;
 thence turning and running along the northerly sideline of said First Street S 81° 50' 25" E a distance of 41.00 feet to a point;
 thence turning and running S 08° 09' 35" W a distance of 16.50 feet to the point of beginning.

Said License to be known (northerly parking area) as, "Northerly Parking Area 'Area B'" containing 677 s.f., more or less.

The rights granted with this License permit the use of the Parking Areas for (i) the parking of lawfully registered motor vehicles by those using or occupying the Riparia Parcel and the First Street Parcel, consistent with this License and subject to the applicable ordinances, regulations and laws governing the parking of motor vehicles on the City's public ways, including parking of motor vehicles on the surface of First Street within the Parking Areas, as well as the related rights to drive, walk, and/or stand upon and across the Parking Areas, and (ii) to plant vegetation; (iii) introduce and maintain wiring and lighting; (iv) introduce and maintain drainage; (v) introduce and maintain irrigation piping, (vi) introduce and maintain heating matrix and/or mats; and (vii) place curbing, brick, cobble, asphalt, or other paving surface in and upon the Parking Areas.

The rights do not extend to the air rights above said Parking Areas with the exception of those needed for the parking of motor vehicles. The rights also do not extend to any below-ground areas, utilities, wires, pipes, lines or other services, but for drainage, wiring, matting or matrix necessary to keep the surface free from snow and ice, wiring necessary for the electrification of lighting, and irrigation piping necessary to provide water to vegetation beds. The City maintains the right to access said below ground areas and/or utilities through the Parking Areas, as necessary. In the event that the City requires access to those utilities, it shall repair and replace the land surface and any heating matrix, mat, irrigation or electrical wiring to its prior condition, at its cost. The City also retains any and all rights with respect to the use of the surface of First Street within the Parking Areas, provided that in the exercise of such rights, the City does not materially interfere with the rights granted pursuant to this License. The City shall not further convey any use or rights to the Parking Areas that are materially inconsistent with the Licensees' rights in this License Agreement.

The two parking areas created by this License are referred to collectively as the "Parking Areas." Furthermore, the Licensees shall be granted a license and be permitted to lay and maintain utility wires under First Street in between the Parking Areas as is necessary to operate subsurface heating material in the Parking Areas and lay and maintain wiring under First Street so as to electrify any lanterns that may be placed upon the Northerly side of First Street together with irrigation piping necessary to irrigate traffic peninsulas and traffic islands located on the Northerly side of First Street and lay and maintain drainage. The Licensees shall cooperate with the City regarding scheduling any necessary installation and maintenance under First Street and shall be responsible for repairing and replacing First Street to the condition it existed to prior to said installation and/or maintenance.

2. **Termination.** The City may terminate this License, in whole or in part, upon six (6) months written notice to the Licensees. Provided that such termination is not caused by an uncured material default by Licensees of their duties and obligations under this License, the City shall be required to provide the Licensees with reasonably comparable free motor vehicle parking for the equivalent number of parking spots for which the License is terminated, within 50 feet from any point on the Parent Parcel. The City acknowledges that to provide reasonably comparable free motor vehicle parking may (but not necessarily shall) require the exercise of its eminent domain authority, the construction of additional parking facilities or structures, or other accommodations not readily apparent to the parties given the current uses and layout of properties around the Parent Parcel. Upon termination, in whole or in part, of the License, the City shall, at its sole cost and expense, repair and restore the Parking Areas and any improvements related to the Parking Areas on private property, affected by such termination, utilizing red Boston paver bricks and/or granite cobble stones or as otherwise reasonably determined by Licensees, to create a proper curb line delineating the First Street right of way from the adjacent private property on the Parent Parcel. To the extent feasible and practical, the City will include parallel parking spaces for use by the Licensees and the general public within the Parking Areas affected by such termination.

3. **Maintenance.** Licensees shall maintain and keep the Parking Areas in a good state of repair, and shall repair any damage, which endangers public safety, as a result of Licensees' exercise of its rights hereunder. The City shall maintain and keep First Street in keeping with the maintenance plan and policy for all public roadways. The City shall have the right, but not the obligation, to provide written notice to the Licensees requiring that it address any condition which endangers public safety. Licensees shall be responsible for all snow and ice removal/treatment in the Parking Areas and shall be responsible for the maintenance of all improvements in the Parking Areas in a manner consistent with the City's maintenance of other similarly-situated streets and parking spaces. The City shall be responsible for the clearing of snow and ice on First Street up to and along the Parking Areas, but not within the Parking Areas. Snow and ice from the Parking Areas shall not be stored or plowed into First Street and snow and ice from First Street shall not be plowed into the Parking Areas. Should snow and ice from First Street be accidentally plowed into either of the Parking Areas, the snow and/or ice will be removed from those areas within sixty (60) minutes from time of transfer. The City shall have the right, but not the obligation, to repave the Parking Areas and re-stripe the spaces within the Parking Areas, consistent with the present parking space layout, if and when the adjoining sections of First Street are repaved by the City, in its sole discretion.

4. **Indemnification.** Licensees shall, jointly and severally, indemnify the City against claims and demands for damages to person or property, costs, expenses (including reasonable attorneys' fees and costs), arising from Licensees' exercise of its rights and the performance of its duties and obligations hereunder, except if caused by the negligence or misconduct of the City, its agents, contractors, subcontractors and/or employees. Notwithstanding any provision contained in this License to the contrary, no member, manager, officer, or employee of the Licensees shall have any personal liability hereunder.

5. **Transferability and Assignment.** The Licensees shall be permitted to transfer or assign their rights under this License to their respective members or officers, or to any other owners, employees, agents, tenants, guests, or invitees who come to own, lease or otherwise legally occupy any portion of the First Parcel or the Riparia Parcel, including any subsequent subdivision or condominiumization of the First Street Parcel or the Riparia Parcel. Notwithstanding any assignment or transfer, Licensees shall remain jointly and severally liable for the performance of Licensees' obligations and for notice purposes under this License.

6. **Notice.** Any notice required to be given under this License shall be in writing, and shall be deemed properly served if delivered in person, or by overnight mail by a commercially recognized carrier, or on the third (3rd) day after deposit in the United States mail, as certified or registered mail, return receipt requested, postage prepaid, and sent as follows:

If to Licensees, at: First Street at Garrison, LLC
466 Central Avenue
Suite 12
Dover, NH 03820

and

Riparia-One Hundred First Street, LLC
466 Central Avenue
Suite 12
Dover, NH 03820

And if to the City, at: City of Dover
288 Central Avenue
Dover, NH 03820
Attention: City Manager

7. **Governing Law.** This License shall be governed and construed in accordance with the laws of the State of New Hampshire.

8. **Sign Restrictions; Other Improvements.** The Licensees shall be able to place signs in the Parking Areas to denote its rights and interests in the Parking Areas and/or to prohibit the parking of other motor vehicles in the Parking Areas. The City shall have no obligation to enforce any parking prohibitions or restrictions. Any and all such signs and sign locations are subject to the advance written approval of the City of Dover through its City Manager or

designee. The Licensees shall refrain from the use of Electronic Message Centers, electronic reader boards, electronic changeable copy signs or similar electronic technology for any/all signage on City property. The Licensees shall likewise obtain advance written approval from the City for any other improvements to, in or placed upon the Parking Areas. Upon termination, in whole or in part, of this License, the City shall, at its sole cost and expense, remove any and all applicable signage and any other improvements from the Parking Areas or portions thereof subject to termination.

9. Real Property Taxes. The Licensees shall pay real and personal property taxes pursuant to RSA 72:23 including assessments on structures and improvements of the Licensees. Failure of either of the Licensees to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this License by the City.

10. Default. In the event that the Licensees have defaulted on their duties and obligations under this License, the City shall provide written notice to the Licensees by certified mail, return receipt requested, at the time that the City becomes aware of an event of default. If the Licensees have not cured the default within sixty (60) days of the date of such notice, the City shall issue a second written notice to Licensees by certified mail, return receipt requested. In the event that Licensees have still not cured the default within one hundred eighty (180) days of the second notice, the City shall have any and all rights and remedies available under this License, at law or in equity, including but not limited to termination of all or a portion of the License as well as reimbursement of any and all fees and costs, including reasonable attorney's fees, for the successful prosecution or enforcement of any such rights. The City may extend the cure period for such default in the event that the Licensees have undertaken such cure, but despite reasonable diligence, have been unable to complete the cure.

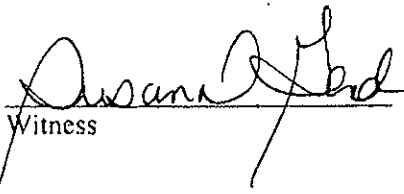
11. Other Matters. The Parking Areas subject to this License are provided to the Licensees in "as is", "where is" and with all faults as to their physical condition. This License is subject to any and all matters of record pertaining to the Parking Areas. This License was authorized by the Dover City Council pursuant to a Resolution approving the Revised and Restated Land Development Agreement, dated January 22, 2014.

12. Obligations Joint and Several. The Licensees acknowledge that they are jointly and severally liable for all duties and obligations imposed under this License.

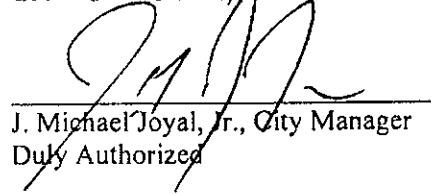
[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this License to be executed by their duly authorized representatives on the date first above written.

CITY OF DOVER, NEW HAMPSHIRE

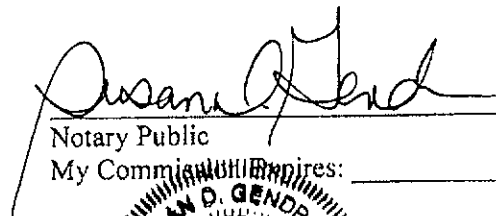

 Witness

By:


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

STATE OF NEW HAMPSHIRE
 COUNTY OF STRAFFORD

On this, the 17th of July, 2014, before me, the undersigned Officer, personally appeared J. Michael Joyal, Jr., who acknowledged himself to be the City Manager of the City of Dover, and that he, as such City Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act of the City of Dover.


 Notary Public
 My Commission Expires: _____



LICENSEES:

FIRST STREET AT GARRISON, LLC
A N.H. limited liability company, its Manager

Den a R
Witness

By: [Signature]
David K. Bamford, Manager
Duly Authorized

Den a R
Witness

By: [Signature]
Kevin McEneaney, Manager
Duly Authorized

RIPARIA-ONE HUNDRED FIRST STREET, LLC
A N.H. limited liability company, its Manager

Den a R
Witness

By: [Signature]
David K. Bamford, Manager
Duly Authorized

Den a R
Witness

By: [Signature]
Kevin McEneaney, Manager
Duly Authorized

STATE OF NH
COUNTY OF Rock

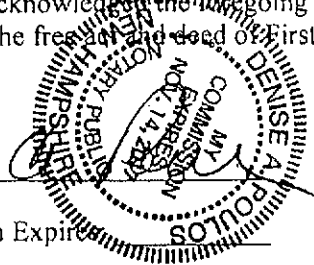
On this, the 17 of _____, 2014, before me, the undersigned Officer, personally appeared David K. Bamford who acknowledge himself to be a Manager of First Street at Garrison, LLC, a New Hampshire limited liability company and executed the foregoing instrument for the purposes contained herein and acknowledged the foregoing instrument to be his free act and deed in his said capacity as the free act and deed of First Street at Garrison, LLC.

[Signature]
Notary Public
My Commission Expires 11/14/17

STATE OF NH
COUNTY OF Rock

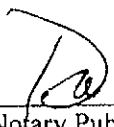
On this, the 17 of July, 2014, before me, the undersigned Officer, personally appeared Kevin McEneaney, who acknowledge himself to be a Manager of First Street at Garrison, LLC, a New Hampshire limited liability company and executed the foregoing instrument for the purposes contained herein and acknowledged the foregoing instrument to be his free act and deed in his said capacity as the free act and deed of First Street at Garrison, LLC.


Notary Public
My Commission Expires



STATE OF NH
COUNTY OF Rock

On this, the _____ of _____, 2014, before me, the undersigned Officer, personally appeared David K. Bamford who acknowledge himself to be a Manager of Riparia-One Hundred First Street, LLC, a New Hampshire limited liability company and executed the foregoing instrument for the purposes contained herein and acknowledged the foregoing instrument to be his free act and deed in his said capacity as the free act and deed of Riparia-One Hundred First Street, LLC.

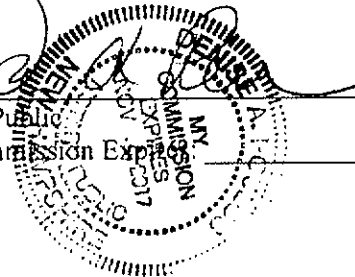

Notary Public
My Commission Expires



STATE OF NH
COUNTY OF Rock

On this, the 17 of July, 2014, before me, the undersigned Officer, personally appeared Kevin McEneaney who acknowledge himself to be a Manager of Riparia-One Hundred First Street, LLC, a New Hampshire limited liability company and executed the foregoing instrument for the purposes contained herein and acknowledged the foregoing instrument to be his free act and deed in his said capacity as the free act and deed of Riparia-One Hundred First Street, LLC.


Notary Public
My Commission Expires



SCHEDULE A

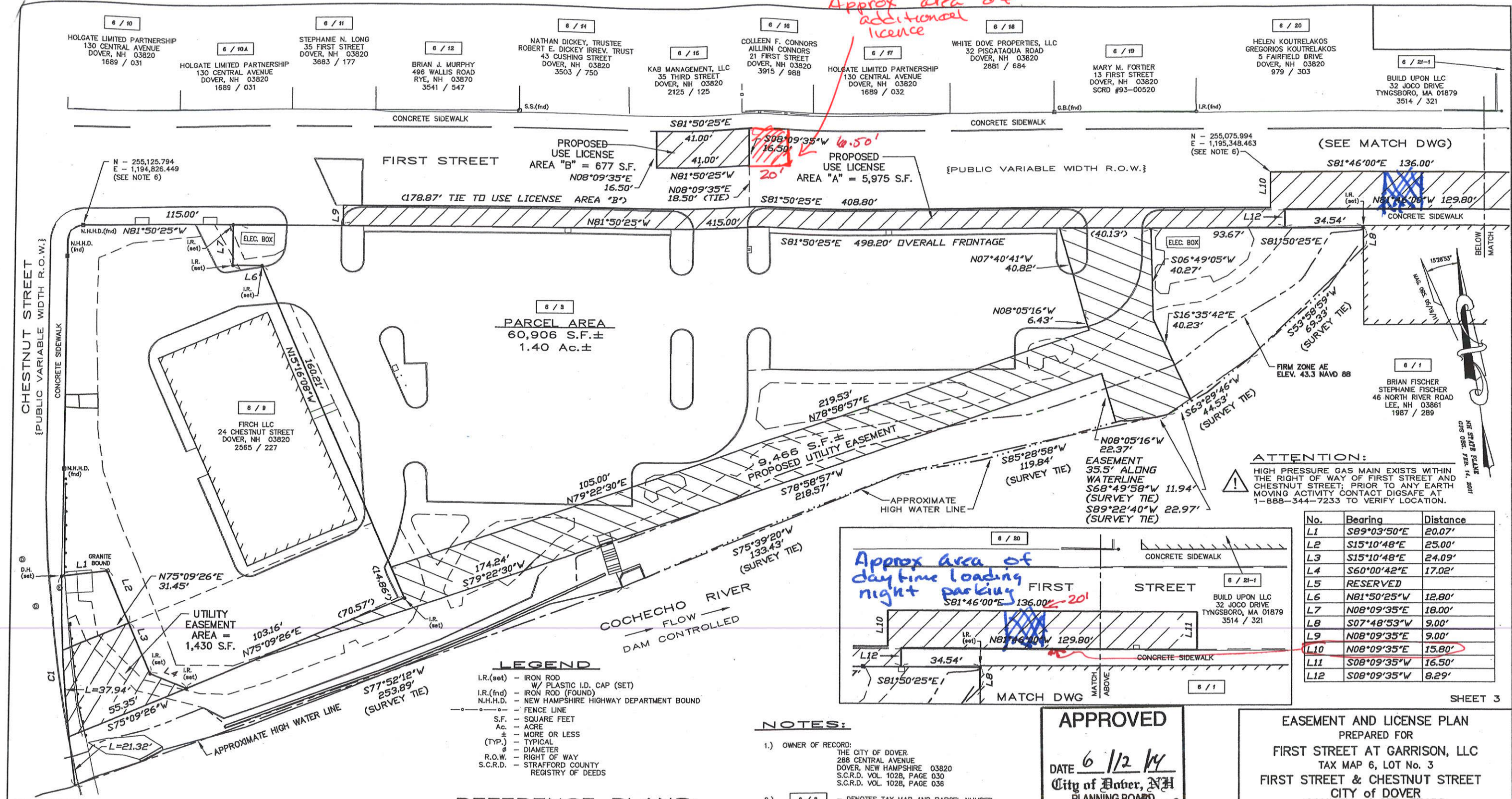
EASEMENT AND LICENSE PLAN

Plan entitled "Easement and License Plan prepared for First Street at Garrison, LLC, Tax Map 6, Lot No. 3, First Street & Chestnut Street, City of Dover, County of Strafford, State of New Hampshire"; dated: January 2, 2014, and revised through May 1, 2014; scale: 1'=20'; by: McEneaney Survey Associates, Inc.; recorded at Strafford County Registry of Deeds as Plan # 107-063.

SCHEDULE B

SUBDIVISION PLAN

Plan entitled "Minor Subdivision of Land prepared for the City of Dover, NH Tax Map 6, Lot No. 3, First Street, City of Dover, County of Strafford, State of New Hampshire"; dated: January 6, 2014; scale: 1"=20'; by: McEneaney Survey Associates, Inc.; recorded at the Strafford County Registry of Deeds as Plan #107-062.



No.	Central Angle	Radius	Arc Length	Chord Length	Chord Bearing
C1	09°12'55"	572.00	92.00	91.90	N03°40'20"E

NO.	DATE	DESCRIPTION	BY	CHK
3	5/1/14	REVISE PER PLANNING BOARD CONDITIONS OF APPROVAL	RJM	KMM
2	2/19/14	REVISE PER PLANNING DEPT. COMMENTS	RJM	KMM
1	2/4/14	REVISE PER TRC REVIEW AND COMMENT	RJM	KMM
REVISIONS				
13-1924	EASEMENT	11-01	1-41	
PROJECT NO	TYPE	FIELDBOOK	PAGES	

LOCATION PLAN (NO SCALE)

- LEGEND**
- I.R.(set) - IRON ROD
 - W/ PLASTIC I.D. CAP (SET)
 - I.R.(fnd) - IRON ROD (FOUND)
 - N.H.H.D. - NEW HAMPSHIRE HIGHWAY DEPARTMENT BOUND
 - - - FENCE LINE
 - S.F. - SQUARE FEET
 - Ac. - ACRE
 - ± - MORE OR LESS
 - (TYP.) - TYPICAL
 - Ø - DIAMETER
 - R.O.W. - RIGHT OF WAY
 - S.C.R.D. - STRAFFORD COUNTY REGISTRY OF DEEDS

- REFERENCE PLANS:**
- 1.) DISPOSITION PLAN OF LAND - THE CITY OF DOVER - PARCEL M/1/1, PARCEL P/1/1 - DOWNTOWN DOVER No. 1 URBAN RENEWAL PROJECT, DOVER, NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: APRIL 29, 1977; BY: METCALF & EDDY, INC. RECORDED S.C.R.D. PLAN 19-43.
 - 2.) DISPOSITION PLAN OF LAND - PARCEL C/1/1 - DOWNTOWN DOVER No. 1 URBAN RENEWAL PROJECT, DOVER, NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: JULY 19, 1977; BY: METCALF & EDDY, INC. RECORDED S.C.R.D. PLAN 18-53.
 - 3.) EXISTING CONDITIONS PLAN OF LAND PREPARED FOR CITY OF DOVER, NH, PROPERTY KNOWN AS THE FIRST STREET PARKING LOT, TAX MAP 6, LOT No. 3, FIRST STREET & CHESTNUT STREET, CITY OF DOVER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: MAY 19, 2011; BY: McENEANEY SURVEY ASSOCIATES, INC. NOT RECORDED.
 - 4.) PLAN OF LAND PREPARED FOR CITY OF DOVER, NH, PROPERTY KNOWN AS THE FIRST STREET PARKING LOT, TAX MAP 6, LOT No. 3, FIRST STREET & CHESTNUT STREET, CITY OF DOVER, COUNTY OF STRAFFORD, STATE OF NEW HAMPSHIRE. SCALE: 1" = 20'; DATED: MAY 24, 2013; BY: McENEANEY SURVEY ASSOCIATES, INC. NOT RECORDED.

- NOTES:**
- 1.) OWNER OF RECORD: THE CITY OF DOVER, 288 CENTRAL AVENUE, DOVER, NEW HAMPSHIRE 03820. S.C.R.D. VOL. 1028, PAGE 030. S.C.R.D. VOL. 1028, PAGE 036.
 - 2.) 6/8 - DENOTES TAX MAP AND PARCEL NUMBER.
 - 3.) ZONING DISTRICT: CENTRAL BUSINESS DISTRICT (CBD) "GENERAL"
 - 4.) THE INTENT OF THIS PLAN IS TO SHOW TWO (2) PROPOSED EASEMENTS AND TWO (2) PROPOSED USE LICENSE AREAS WHICH WILL AFFECT THE SUBJECT PARCEL AND THE FIRST STREET RIGHT-OF-WAY.
 - 5.) THE SUBJECT PARCEL IS LOCATED WITHIN THE SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1 PERCENT ANNUAL CHANCE FLOOD, ZONE AE (BASE FLOOD ELEVATIONS DETERMINED); AND AREAS DETERMINED TO BE INSIDE THE 0.2 PERCENT ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 330145, PANELS 0310 & 0330, SUFFIX D; MAP NUMBERS 33017C0310D & 33017C0330D, EFFECTIVE DATE: MAY 17, 2005.
 - 6.) BASIS OF BEARINGS IS NH STATE PLANE GRID FROM GPS OBSERVATION TAKEN ON FEBRUARY 14, 2011. VERTICAL DATUM IS NAVD88.

APPROVED

DATE 6/12/14

City of Dover, NH
PLANNING BOARD

"I HEREBY CERTIFY THAT THIS PLAN, BASED ON AN ACTUAL SURVEY, WAS PREPARED WITH A TOTAL STATION BY ME OR UNDER MY DIRECT SUPERVISION AND THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT COMES WITHIN OR EXCEEDS THE MINIMUM PRECISION REQUIREMENTS FOR SURVEY CLASSIFICATION "U" AS SET FORTH IN TABLE 500.1 OF THE NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES OF THE BOARD OF LICENSURE FOR LAND SURVEYORS."

"I CERTIFY THAT THIS SURVEY PLAT IS NOT A SUBDIVISION PURSUANT TO THIS TITLE AND THAT THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW WAYS ARE SHOWN." (RSA 676:18)

DATE: / KEVIN M. McENEANEY LLS # 661

EASEMENT AND LICENSE PLAN

PREPARED FOR
FIRST STREET AT GARRISON, LLC
TAX MAP 6, LOT No. 3
FIRST STREET & CHESTNUT STREET
CITY OF DOVER
COUNTY OF STRAFFORD
STATE OF NEW HAMPSHIRE

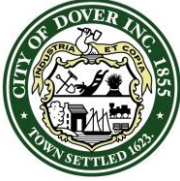
DRAWN BY: RJM FILE: VR CP\1924\13-1924 SD
SCALE: 1" = 20' DATE: JANUARY 2, 2014

Mceneaney Survey Associates, inc.

P.O. Box 681 - 24 CHESTNUT STREET
DOVER, NH 03820 (603) 742-0911

SURVEYING - PLANNING - CONSULTING

No.	Bearing	Distance
L1	S89°03'50"E	20.07'
L2	S15°10'48"E	25.00'
L3	S15°10'48"E	24.09'
L4	S60°00'42"E	17.02'
L5	RESERVED	
L6	N81°50'25"W	12.80'
L7	N08°09'35"E	18.00'
L8	S07°48'53"W	9.00'
L9	N08°09'35"E	9.00'
L10	N08°09'35"E	15.80'
L11	S08°09'35"W	16.50'
L12	S08°09'35"W	8.29'



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 6.B.

Resolution Number: **R – 2015.07.08 - 092**
Resolution Re: **#B10033 CO#6 Additional Scope of Work on Tolend Road CMA Engineers, Inc.**

- WHEREAS: Sealed bid #B10033 was requested and received for engineering and design services for the re-construction of Tolend and Watson Roads on December 7, 2009 at 2:00 pm; and
- WHEREAS: The City received proposals from eighteen (18) vendors. An interview with the low bidder, CMA Engineers Inc. of Portsmouth, NH was conducted on December 28, 2009 at 10:00 am with the evaluating committee at Mast Road in Dover. Award of the project to CMA Engineers, Inc. of Portsmouth in the amount of \$189,207 was approved by City Council on January 13, 2010; and
- WHEREAS: CMA Engineers, Inc. has offered and the Council has previously approved change orders #1 through #5 totaling \$472,024 which included certain work regarding both Tolend Road and Watson Road construction oversight; and
- WHEREAS: For the past year CMA Engineers, Inc. has assisted the City in dealing with issues surrounding the condition of the base pavement on Tolend Road and incurred approximately \$40,000 in time and expenses not anticipated in prior change orders; and
- WHEREAS: CMA Engineers, Inc. has offered a proposal for final costs and 2015 construction oversight services in anticipation of pending change order #7 for AEC regarding the completion of Tolend Road in the amount not to exceed \$48,000 making a new contract price of \$709,231; and
- WHEREAS: By entering into this change order CMA Engineers, Inc. has agreed to waive the approximately \$40,000 in time and expenses it incurred assisting the City with the issues with Tolend Road over the past year.

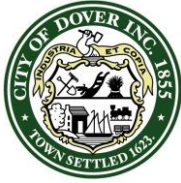
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The purchasing agent is hereby authorized to issue an amendment to the purchase order to CMA Engineers, Inc. of Portsmouth, NH in an amount not to exceed \$48,000 for additional services provided in change order #6. 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 a change order with the vendor, consistent with the Purchase Order authorized herein, for the City Manager's signature.

Financing

Account	Description	Appropriation	Balance
4014.1.300.43121.4751.03142.14	Tolend and Watson Rd Reconstruction	2,500,000	548,831



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 6.B.

Resolution Number: **R – 2015.07.08 - 092**
Resolution Re: **#B10033 CO#6 Additional Scope of Work on Tolend Road CMA Engineers, Inc.**

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

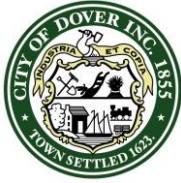
DOCUMENT HISTORY:

First Reading Date: 07/08/2015	Public Hearing Date: N/A
Approved Date: N/A	Effective Date: N/A

DOCUMENT ACTIONS:

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Thibodeaux.
Roll Call Vote: 0/8; Failed.

VOTING RECORD		
Date of Vote: 07/08/2015	YES	NO
Mayor Karen Weston		X
Deputy Mayor Robert Carrier, At Large		X
Councilor John O'Connor, Ward 1		X
Councilor William Garrison III, Ward 2		Absent
Councilor Deborah Thibodeaux, Ward 3		X
Councilor Dorothea Hooper, Ward 4		X
Councilor Catherine Cheney, Ward 5		X
Councilor Jason Gagnon, Ward 6		X
Councilor Anthony McManus, At Large		X
Total Votes:	0	8
Resolution does not pass.		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 6.B.

Resolution Number: **R – 2015.07.08 - 092**
Resolution Re: **#B10033 CO#6 Additional Scope of Work on Tolend Road CMA Engineers, Inc.**

RESOLUTION BACKGROUND MATERIAL:

Sealed bid #B10033 was requested and received for engineering and design services for the re-construction of Tolend and Watson Roads on December 7, 2009 at 2:00 pm. Award to CMA Engineers in the amount of \$189,207 was approved by City Council in January 2010.

CMA Engineers, Inc. has offered and the Council has previously approved change orders #1 through #5 totaling \$472,024, which included the addition of construction oversight services on both Tolend Road and Watson Road.

CMA Engineers, Inc. has offered change order #6; a proposal for final costs and 2015 construction oversight services in anticipation of pending change order #7 for AEC regarding the completion of Tolend Road in the amount not to exceed \$48,000 making a new total contract price of \$709,231. By entering into this change order CMA has agreed to waive approximately \$40,000 in costs incurred assisting the City with the issues with Tolend Road over the past year.

Bid Information:

Sealed Bid B10033 for Tolend and Watson Road Improvements Design Services

Award Information:

An amendment to the purchase order will be issued CMA to authorize future expenditures.

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

Purchasing Information:

Type:	Purchase Order	Advertised:	No
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	No	Contract:	yes
Prices will hold for:	Until completed	Estimated Delivery:	As needed
Recommended Award to:	CMA Engineers Inc	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 – Draft Change Order

CHANGE ORDER

ORDER NO.: Six (6)

DATE: June 22, 2015

AGREEMENT DATE: February 10, 2010

NAME OF PROJECT: B10033 Engineer Svs Tolend & Watson Road Reconstruction

OWNER: City of Dover, New Hampshire

CONTRACTOR: CMA Engineers

The following changes are hereby made to the CONTRACT DOCUMENTS:

JUSTIFICATION: # 6 - Final cost and 2015 construction oversight in anticipation of AEC C/O#7 for the completion of Tolend Rd.

c/o 5 oversight of Watson 2015 work @ \$52,000

c/o 4 oversight of Watson Rd \$85,000

c/o 3 additional oversight Tolend Rd \$23,000

c/o 2 oversight of Tolend Rd \$255,816

c/o 1 wetland mitigation \$56,208

CHANGE TO CONTRACT PRICE:

Original Contract Price: \$189,207

Current Contract Price adjusted by previous CHANGE ORDER \$661,231.

The Contract Price due to this CHANGE ORDER will be (increased) by: \$48,000.

The new Contract Price including this CHANGE ORDER will be \$709,231.

CHANGE TO CONTRACT TIME:

The Contract Time will be (increased) through the completion of Tolend Road construction during the 2015 construction season.

APPROVALS REQUIRED:

To be effective this CHANGE ORDER must be approved by both the OWNER and the CONTRACTOR.

Requested By: _____

Recommended By: _____

Accepted By: _____

Tolend Road Completion - June 2015

CMA ENGINEERS PROJECT BUDGET

Medium Scenario: 6 weeks active Construction
8 weeks administrative activity

LABOR CLASSIFICATION	RATE	A Contract Admin	B1 Resident Services	B2 Contract Closeout	G Mediation Support	BY CLASS
*****	*****	*****	*****	*****	*****	*****
PRINC/REVIEW	\$140	8	0	2	0	10
SENIOR ENGINEER (DH)	\$133	80	0	24	0	104
PROJECT ENGINEER (SCK)	\$96	40	0	16	0	56
STAFF ENGINEER	\$80	0	0	0	0	0
CONSTRUCTION RESIDENT(JCK)	\$119	0	192	20	0	212
CADD/TECH	\$107	0	0	0	0	0
OPEN	\$0	0	0	0	0	0
CLERICAL	\$64	14	0	6	0	20
TOTAL HOURS(CMA)		142	192	68	0	402
LABOR COST(CMA)		\$16,496	\$22,848	\$7,772	\$0	\$47,116
DIRECT EXPENSES (TRAVEL,PHONE,COPIES,ETC)		\$400	\$400	\$200	\$0	\$1,000
CMA SUBTOTAL W/O SUBS		\$16,896	\$23,248	\$7,972	\$0	\$48,116
Sub		\$0	\$0	\$0	\$0	\$0
Sub		\$0	\$0	\$0	\$0	\$0
		*****	*****	*****	*****	*****
TASK TOTAL		\$16,896	\$23,248	\$7,972	\$0	\$48,116