

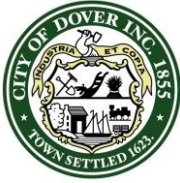
CITY OF DOVER

CITY COUNCIL – AGENDA

Meeting Type: **Regular Meeting**
Meeting Location: **Council Chambers, City Hall**
Meeting Date: **Wednesday, September 9, 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. CHARTER AMENDMENT – SCHOOL BOARD**
SPONSORED BY COUNCILOR CHENEY
 - B. CHARTER AMENDMENT – CITY ATTORNEY**
SPONSORED BY COUNCILOR CHENEY
 - C. GEOGRAPHIC NAME CHANGE – COCHECO RIVER**
SPONSORED BY MAYOR WESTON BY REQUEST
 - D. B15021 LED LIGHTING UPGRADE AND AUTHORIZATION FOR FINANCING MCCONNELL CENTER (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL) (CITY COUNCIL VOTE TO BE HELD ON SEPTEMBER 23, 2015)**
SPONSORED BY MAYOR WESTON BY REQUEST
 - E. CHAPTER 113: FLOODPLAIN DEVELOPMENT**
SPONSORED BY COUNCILOR GARRISON AS PLANNING BOARD REPRESENTATIVE
- 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. August 19, 2015 – Workshop Session**
 - B. August 19, 2015 – Special Meeting**
 - C. August 26, 2015 – Regular Meeting**
- 11. MAYOR'S REPORT**



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12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2ND READING

1. CHAPTER 113: FLOODPLAIN DEVELOPMENT

SPONSORED BY COUNCILOR GARRISON AS PLANNING BOARD REPRESENTATIVE

B. ORDINANCES IN THE 3RD READING

C. RESOLUTIONS

1. CHARTER AMENDMENT – SCHOOL BOARD

SPONSORED BY COUNCILOR CHENEY

2. CHARTER AMENDMENT – CITY ATTORNEY

SPONSORED BY COUNCILOR CHENEY

3. GEOGRAPHIC NAME CHANGE – COCHECO RIVER

SPONSORED BY MAYOR WESTON BY REQUEST

4. ACCEPTANCE OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DOVER AND KOSTIS ENTERPRISES, LLC

SPONSORED BY MAYOR WESTON BY REQUEST

13. NEW BUSINESS

A. CONSENT CALENDAR

1. BLOCK PARTY and RAFFLE – Dover Main Street

2. RAFFLE – Maple Wood School PTA

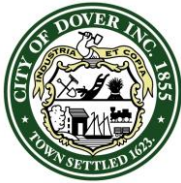
3. ROAD RACE – Dover High School Unified

4. ROAD RACE – Horne Street School Parent Teacher Group

5. TAG – Dover Little Green Cheerleading

6. APPROVAL OF GREAT BAY ROWING LEASE BUTLER BUILDING

SPONSORED BY MAYOR WESTON BY REQUEST



CITY OF DOVER

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COMMITTEE REPORTS

- | | |
|--|---|
| 1. School Board | 10. Pool Advisory Committee |
| 2. Planning Board | 11. Parking Commission |
| 3. Appointments Committee | 12. Ordinance Committee |
| 4. Recreation Advisory Board | 13. Police and Parking Facility Building Committee |
| 5. McConnell Center Advisory Committee | 14. Joint Building Committee – Dover High School and Regional CTC |
| 6. Arts Commission | 15. Dover Main Street |
| 7. Solid Waste Advisory Commission | 16. Library Board of Trustees |
| 8. Transportation Advisory Commission | |
| 9. Legislative Liaison | |

B. RESOLUTIONS

1. **FISCAL YEAR 2016 BUDGET AMENDMENT #1 – AMEND SCHOOL ADEQUACY AID REVENUE AND DEBT SERVICE APPROPRIATION (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL) (TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 23, 2015) SPONSORED BY MAYOR WESTON BY REQUEST**

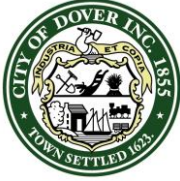
C. ORDINANCES IN 1ST READING

1. **CHAPTER 131 SECTION 23.A.(4) HUNTING ON CITY PROPERTY (TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 23, 2015) SPONSORED BY COUNCILOR GAGNON AND COUNCILOR O'CONNOR**
2. **CHAPTER 166 – VEHICLES AND TRAFFIC: REPEAL OF TOLEND ROAD WEIGHT LIMIT (TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 23, 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.D.
Public Hearing Only**

Resolution Number: **R – 2015.08.26 – 118**

Resolution Re: Dover LED McConnell Center Lighting Upgrade (B15021)
and Authorization for Financing

WHEREAS: A sealed Request for Proposal #B15021 was issued and received for qualified firms to provide and install LED lighting at the Dover Arena with the option to include other city buildings in the future should it be advantageous for the city to do so. A prebid meeting was conducted on December 2, 2014 and proposals were received on January 6, 2015 at 11:00am; and

WHEREAS: Eight vendors submitted proposals and the City selected the three top qualified firms to interview on February 5, 2015. The proposal deemed most advantageous was submitted by Affinity LED Lighting of Dover NH and award was made via council resolution R-2015.03.11; and

WHEREAS: Affinity LED Lighting submitted a proposal to the City to for LED lighting upgrades to the Indoor Pool in the net amount of \$31,990.35. The proposal was sent to PSNH d/b/a/ Eversource Energy and funding is available through their Smart Start Revolving Fund program for the City's Indoor Pool LED Lighting Upgrade. Award was approved via council resolution R2015.06.10-076; and

WHEREAS: Affinity LED Lighting submitted a proposal to the City to for LED lighting upgrades to the McConnell Center in the net amount of \$125,133.83. The proposal was sent to PSNH d/b/a/ Eversource Energy and funding is available through their Smart Start Revolving Fund program for the McConnell Center LED Lighting Upgrade.

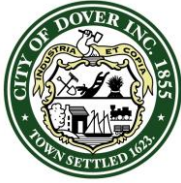
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL THAT:

The City Manager, or designee, is hereby authorized to finalize contract language with the PSNH d/b/a Eversource Energy, consistent with the Purchase Agreement authorized herein, for the City Manager's signature.

AND FURTHER BE IT RESOLVED:

Pursuant to the City Charter and the New Hampshire Municipal Finance Act and any other enabling authority, the City of Dover's participation in the Smart Start Revolving Fund Program is hereby authorized for financing the McConnell Center LED Lighting Upgrade project. The City Manager, Finance Director and Treasurer are authorized, on behalf of the City of Dover, to file for participation in the Smart Start Revolving Fund Program and obtain a loan through the program for the McConnell Center LED Lighting Upgrade project.

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



CITY OF DOVER

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**Agenda Item#: 7.D.
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Resolution Re: Dover LED McConnell Center Lighting Upgrade (B15021)
and Authorization for Financing

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By Request

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

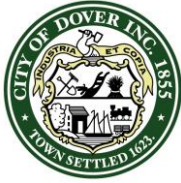
Recorded by: Karen Lavertu
City Clerk

DOCUMENT HISTORY:

First Reading Date: 08/26/2015	Public Hearing Date: 09/09/2015
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#: 7.D.
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Resolution Re: Dover LED McConnell Center Lighting Upgrade (B15021)
and Authorization for Financing

RESOLUTION BACKGROUND MATERIAL:

The city solicited requests for proposals for qualified vendors to provide and install LED lighting upgrades to the Dover Arena. Firms were asked to provide details in the proposal of a full lighting audit, utility rebate process, and detailed payback proposal. The city used the Dover Ice Arena as the initial test site and the Indoor pool for the next site, with potential to include several other city buildings that could benefit from this service that may be incorporated in the future to the selected vendor. Vendors were instructed that it is probable that the economic success of these projects will depend on funding sources. These funds may derive from a variety of sources including rebates, and renewable energy credits.

Affinity LED Lighting proposal offered a program funded by PSNH d/b/a Eversource Energy where they pay 100% of cost to the selected vendor 50% down and 50% upon completion of the project. The City would then pay back the amount through a monthly invoice. The Efficiency Loan payback would show a separate line on the monthly invoice.

The McConnell Center LED Lighting Upgrade is eligible for Smart Start funding. The upgrade project is estimated to cost \$151,337.33 and is eligible for net rebates totaling \$26,203.50. This will result in the amount of \$125,133.83 being financed. In accordance with the NH Municipal Finance Act (RSA Chapter 33), the Purchase Agreement with Eversource Energy and related participation in Smart Start Program is deemed long term debt. The City has determined utilization of the Smart Start Program is most advantageous to the City of Dover.

Debt Authorization versus Debt Retirement

The following table compares the tentative authorization amount to the amount of debt being retired:

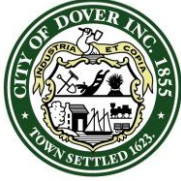
Description	General Fund
FY16 City Prior Authorizations	4,117,049
This Authorization	125,134
FY16 Debt Retirement	<u>4,556,523</u>
Net Change	<u>(314,340)</u>

Rate Impacts

The financing of \$125,133.83 through the Smart Start Program over an 81 month period is estimated to cost \$1,544.86 per month, or \$13,903.74 for 9 months in FY2016. This impact is forecasted to be offset by savings in electrical costs for the McConnell Center. Therefore, there is estimated to be no actual budgetary impact for the McConnell Center Fund.

Legal Debt Limits

The following table summarizes the amount of debt outstanding & authorized-unissued, as of June 30, 2015 and this authorization, against the legal debt limits. Legal debt limit for the City General Fund is based on 3.0% of equalized assessed value.



CITY OF DOVER

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Description	General Fund
Debt Outstanding	42,879,758
Authorized - Unissued	7,718,994
Total Issued & Unissued	50,598,752
This Authorization	125,134
Grant Total	50,723,886
Legal Debt Limit	88,942,137
Unused Capacity	38,218,251
Percent Unused	42.97%

Bid Information:

B15021 LED Lighting upgrade for the McConnell Center and potentially other city facilities

Award Information:

It is the intent to award this Arena LED Lighting project and potential future city LED Lighting projects to the selected vendor Affinity Lighting of Dover NH contingent upon available funding.

A draft contract is attached hereto; City staff will work with PSNH d/b/a/ Eversource Energy to finalize the terms of the contract following City Council approval.

Purchasing Information:

Type:	Contract	Advertised:	
Invitations Mailed:	NA	Number of Responses:	NA
Warranty:	Per manufacturer	Terms:	Net 30, FOB Dover
Work Bonded:	Yes	Contract:	Yes
Prices will hold for:	Until Competed	Estimated Delivery:	As needed
Recommended Award to:	Affinity LED Lighting of Dover NH	Fund:	PSNH / Eversource Efficiency Loan Fund
Other Approvals Required:	Yes PSNH d/b/a Eversource Energy	References Checked:	Satisfactory
Previously Worked for City:	No	Reason for Council Approval:	Purchase to exceed the \$25,000 amount requiring Council approval subsequent to a bid solicitation

Exhibit A – B15021 Draft Contract Documents



THE CITY MANAGER'S REPORT

September 09, 2015

Month Reporting on: August 2015

*"Sometimes painful things can teach us lessons
that we didn't think we needed to know."*

unknown

J. Michael Joyal, Jr.
City Manager

Legal Department

by Anthony Blenkinsop

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

Right to Know Requests, pursuant to RSA 91-A

- Dover, NH – Architect and Construction Manager contracts for high school
- Rochester, NH – 4 requests for Agenda Materials for meetings between 08.05.2015 and 09.03.2015
- Washington, DC – Hillary Clinton 'Town Hall' event.
- Alton, NH – JBC documents from school
- Alton, NH – Grady's request for second legal opinion for JBC
- Manchester, NH – Funding Cap lawsuit
- Ottawa, Ontario – Dover Americana

Assistance to City Departments and/or Offices

City Council: Drafting/review of resolutions and ordinances;

Executive: Conflict of interest inquiry

City Manager: Review of documents for signature, 91-A requests; resolutions;

Community Services: Senior Center issue; Timber cutting; Tolend Road; sewer services

Finance: Insurance coverage question; Contract creation and review

Police: Parade permit insurance question; Henry Law Park hours

Planning: First Street Development Project; Silver Square Development Project; Land donation; Land purchase

School District: Two Right to Know requests concerning proposed new high school.

DBIDA: Nondisclosure/Confidentiality Agreement

Litigation:

Kelley's Row, et al v. First Street at Garrison etal: Mediation between all parties in Concord.

Clay v. City of Dover: Waiting for decision regarding Motion to Reconsider.

City v. Nathaniel Figuers: Temporary hearing on Complaint August 27, 2015

Karl Leinsing v. City: Filed Appearance on behalf of City August 4, 2015.

City v. Joel Bernier: Filed Motion for Entry of Final Judgment on August 5, 2015.

Cohen v. City: Dismissal of case

SEA3 – Filed testimony of Assistant Chief Ormond.

The use of outside counsel to handle specialty matters continues and consists of environmental matters and labor negotiations. There are a small number of attorneys hired on a variety of smaller matters.

	For Month	FY16 YTD	FY15	FY14
Legal Matters/ Questions Handled	12	37	276	251
Document Creation/Review	22	40	180	175
Right to Know Requests Processed	20	14	103	78
Resolutions	5	10	54	48
Ordinances	2	3	21	14

Economic Development

by Dan Barufaldi

Summary:

Business conditions are stable or improving overall. Retail contacts report sales increases from moderate to large. Revenue growth is moderate to strong among consulting and advertising contacts except for one economic analysis firm. Manufacturers were mostly strong except where the stronger dollar impinged on export sales. No major upward price pressures are in evidence currently. Labor market tightness is evident for experienced retailers, high tech workers and some professional positions. Both commercial and residential rent growth is being experienced locally. Investment property prices are rising. Single family home sales are increasing locally as inventory becomes available. Condo sales and prices are up. Virtually all sectors expressed confidence in a positive outlook with the one caveat being the uncertainty over the potential for rising interest costs. Locally, four commercial new builds are underway and a dearth of commercial buildings in the 30,000sf range will soon cause more to be built. The current Dover unemployment rate is 3.1 %.

Selected Business Services:

Demand for consulting and advertising is up strongly over last year at this time. Software and IT services providers report flattening demand through Q2 and some local firms in this sector have stopped adding headcount. Year-over-year growth for a few local firms in this sector has sales up 15% in the last quarter. Services to the healthcare sector have recently increased as walk-in convenient care centers are being added. Wages, up significantly in critical skill areas, remain just above inflation. as do prices. Uncertainty regarding the Affordable Care Act, the slowing Chinese economy/housing bubble, and the economic effects of Middle Eastern wars and the Ukraine/Russia situation effect on the European economies, as well as the Greek economy failure potential continues to produce a prevailing air of caution

in this and several other sectors with real local economic effect. The Russian ruble has lost over 40% against the US dollar and the Russian economy is projecting a recession in 2015. Local walk-in healthcare centers are hiring strongly as these in demand skill sets become available.

Commercial Real Estate:

Commercial real estate sales activity was unchanged over the month regionally with sustained strength in the local, Boston and Portland markets. Demand locally has remained positive with several local multifamily investment projects coming to fruition. Land sales continue to have momentum locally. Investment demand for commercial real estate remains strong. Leasing fundamentals maintained a moderate pace of improvement in recent weeks, consistent with minimal-to-slow employment growth. A small amount of speculative office construction as part of mixed use building is now being done. The lending environment remains highly favorable to borrowers, with historically low, slowly rising interest rates and increasingly looser standards. Abundant investment capital continues to flow into commercial lease properties across the Seacoast, sourced from private equity firms, pension funds, foreign investors, REITS and high net worth individuals. The projected end of "quantitative easing" over time was beginning to trigger a gradual rise in interest rates. The latest expectation of the Fed will extend the current interest rate through year end. Leverage ratios are on the rise among some investors, but remain low in absolute terms. Local multi-family and mixed use construction remains at a very healthy pace with local inventory in this category rising rapidly. The outlook remains cautiously optimistic across the region. Forecasts call for more slow improvement in fundamentals moving forward, pending steady (if slow) employment growth. Fiscal policy and uncertainty around the business and employment effects of the ACA and Medicaid expansion costs are producing uncertainty at both the state and federal levels and this is mentioned by some as a down side risk to employment growth that produces improvement in leasing and construction activity. Some major capital spending projects are underway and some about to be announced. Three manufacturing buildings in

Enterprise Park are available with two of the buildings about to be occupied.

Residential Real Estate:

Home buyer confidence is up. Completed sales of single family homes increased year-over-year through May and beyond. Low inventory levels locally are still thought to be limiting sales, but appear to be easing somewhat as rising prices are convincing sellers to put homes on the market before interest rates get too high. Median selling prices continue to rise locally. Condo sales though mixed regionally are up locally as well, as is condo pricing and pending sales. Closed unit sales of both single family homes and condominiums declined slightly year-over-year but price increases evened the dollar sales figures for the period. Sales and prices are currently increasing.

Manufacturing & Related Services:

Manufacturers are now reporting some modest sustained strength in sales and improved year over year profits. A few local manufacturers are reporting lower sales than the same period a year ago due to a fall-off in export sales due to the strong U.S. dollar. Exporters to both Europe and China are concerned with the macro-economics they're seeing in both markets. The Chinese economy has slowed markedly. The recent upheavals in Greece, Iraq and Syria, Ukraine and Russia, and the effects it will cause in world-wide markets and economies, is a growing uncertainty and concern. Crude oil at the moment has rallied from \$50 to \$55 only to fall to \$40 a barrel again recently. The Chinese housing bubble and economic slowdown are often mentioned. It is not clear that management by government intervention in China is working so far. Automotive car, truck and parts suppliers have been doing well. Pickup truck sales are at an all-time high. Firms reporting on inventory levels are split with half citing flat inventory levels and half citing higher levels. Most state the higher levels are due to more new product introductions and are not concerned about current inventory levels. Most contacts in the manufacturing sector indicate that both staffing levels and wage growth remain modest except for select scarce high demand skill sets. Some major capital spending projects are underway and some about to be announced. Two manufacturing buildings in

Enterprise Park are available with one of the buildings about to be leased. A number of other commercial projects are currently underway or about to be underway during this building season. Outlook for the balance of the year remains positive.

Price pressures remain moderate except for rare metals sourced in Russia. Most recently energy prices have increased slightly. Suppliers to the military are seeing new orders rise. Regional manufacturers are guardedly optimistic. Most recently energy prices have increased slightly.

Retail & Tourism:

Retailers contacted for this period report comparable store sales ranging from plus 1.0% to up by 12.0% year-over-year. The recent fall off in gasoline prices has increased disposable income and is enhancing retail and tourism revenues slightly in the short term, particularly in casual apparel sales. Sales of household items and home improvement goods are selling well. Prices are up slightly (1 %) despite advertised sales. Inventories appear well controlled and diminishing. Some local retail establishments are finding it difficult to hire experienced personnel. Hotel revenues continue at an improved rate according to the latest contacts with the major hospitality groups. Regional restaurant activity is mixed with some doing exceedingly well and a few struggling with outmoded business models and older facilities in the face of new more competitive arrivals. Local museum attendance has improved recently. Local hotels are projecting a 7% revenue increase for 2015 over 2014, largely through increased room rates and some volume increase. Pease Airport and Shipyard increased activities scheduled in this year have enhanced local hotel occupancies for the last several months and are expected to continue over the next few years.

A recent conversation with a motivated home buyer in Dover indicated that despite offering up to \$20,000 above the list price, they lost out to buyers offering more. Condo sales, in moderate decline for several quarters, have begun to improve. Median sale prices in NH and in Dover increased again in the period. Pending sales suggest the markets for single family houses and condos are off to a good start in 2015 while slowing recently in the short

term due to lack of inventory. While Dover sales look good going forward, it is clear that winter weather and inventory constraints in Q3 and Q4, 2014 depressed near-term sales. Sale prices and rental rates in Dover that continued to rise over the last year and had begun to flatten somewhat are now on the rise again.

Staffing Services:

Business conditions in this industry sector have declined in the last three months with the exception of the healthcare sector and other technical mid-level and high-level skill sets. Year-over-year growth is still expected between 4% and 20% depending on the industry sector being served. Labor demand has been strong in IT and, software until very recently. Aerospace, nursing, electronics, engineering, quality assurance techs and legal skills demand remain strong. Most recently, experienced retail sales people are in tight supply. Most firms in the field have added to headcount with wages and prices remaining flat. To attract highly skilled workers in growing industries these firms are expanding their social media and technological attraction efforts. Increased health insurance costs remain a concern with the onset of the Affordable Care Act and the challenge of being able to increase pricing to cover the increased cost. Overall the sector is optimistic and expecting high single digit growth over the next two quarters and beyond.

Local Major Development Projects:

- First street Development
- McIntosh properties Development
- Yacht Club Development
- Stonewall Kitchens Development
- Brazonics Development
- Rand-Whitney Development
- Dover Parking Garage
- Dover Police Station
- 49,000 SF at 27 production drive about to be leased for manufacturing
- Well over \$100,000,000 in Dover development underway.

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

PLANNING BOARD APPROVED PROJECTS

NAME	STREET NAME		Total	Units	Units	DATE OF PB	DATE OF PB	SCRD DATE	PLANNING	MAP	LOT	EXPIRATION	SCHOOL	Students**
Code	H = Homes	A = Apts.	C = Condos											
Multi-Family:														
Yacht Club	Portland Ave	A	19	19	0	12/23/2014	10/14/2014	Site	P14-45	24	104	12/23/2019	H	2.09
Bradley Commons	Central Ave	A	47	0	47		9/23/2014	Site	P14-34	27	2/3		H	5.17
First Street @ Garrison	First Street	A	32	32	0	6/12/2014	2/25/2014	Site	P14-03	6	3	6/12/2019	H	3.52
First Rate Realty	Silver/Central	A	16	16	0	9/24/2013	6/25/2013	Site	P13-20	12	28	9/24/2018	W	1.76
Field and Foster	Central Ave	A	18	18	0	2/11/2014	11/12/2013	2/13/2014	P13-60	3	42	2/11/2019	H	1.98
Cochecho Falls Mills	Central Ave	A	120	74	46	12/20/2011	11/28/2011	Site	P11-60	3	3	12/20/2015	H	13.2
Sherman School	School Street	C	48	0	48	9/27/2011	10/26/2010	Site	P10-39	3	10	9/27/2016	G	7.68
Paolini	Clancy Drive	C	12	12	0	1/9/2014	10/22/2013	Site	P13-37	I	12	1/9/2019	G	1.92
Lilac Gardens	Lilac Ln	A	120	72	48	9/27/2005	9/27/2005	Site	P04-04	H	35C	9/27/2009	W	13.2
Total: Multi-family			432	243	189									50.52
Subdivisions:														
Kelly Brook Meadows	Old Stage Road	H	9	7	2	4/29/2014	3/25/2014	5/9/2014	P14-01	G	36	4/29/2019	W	3.33
Foster's Way	Fosters Dr	H	5	2	3	9/17/2014	12/17/2013		P13-49	L	89-1	9/17/2019	G	1.85
Kemen	Sixth St	H	1	0	1	4/29/2014	8/27/2013	5/1/2014	P13-43	B	1D	4/29/2019	H	0.37
Child's Subdivision	Childs Dr	H	20	12	8	4/9/2013	3/28/2013	3/29/2013	P12-20	N	8A-1	3/28/2018	H	7.4
Fresian Drive	Arch St	H	11	2	9	7/30/2013	10/23/2012	8/1/2013	P12-28	11	16	7/30/2018	W	4.07
Tidewater Farm	Winterberry Dr	H	7	7	0	6/16/2011	4/26/2011	6/20/2011	P10-51	N	8	6/16/2016	H	2.59
Labrador Woods	Labrador Dr	H	9	6	3	7/19/2010	5/25/2010	7/19/2010	P10-19	A	51-9	7/19/2014	H	3.33
Hidden Valley Drive	Hidden Valley Dr	H	10	8	2	7/30/2009	3/24/2009	8/4/2009	P09-03	I	94C	7/30/2013	G	3.7
Harbor Hills	Shore Rd	H	16	12	4	8/10/2010	3/23/2010	8/11/2010	P07-39	L	89G	8/10/2014	G	5.92
Paddocks/Tidewater Farms	Saddle Trail Dr	H	9	4	5	2/21/2008	10/23/2007	2/21/2008	P07-43	N	8	2/21/2012	G	3.33
Picnic Rock	Back River Rd	H	21	7	14	10/31/2007	7/10/2007	11/6/2007	P07-32	16	20	10/31/2011	G	7.77
Schooner Landing	Schooner Dr	H	10	9	1	7/19/2007	4/10/2007	7/25/2007	P06-54	M	96A	7/19/2011	G	3.7
Pacific Landing	Pacific/Nye	H	15	14	1	2/8/2007	7/25/2006	2/8/2007	P05-72	E	49	2/18/2011	W	5.55
Goldberg/Tolend Rd Prop.	Stocklan Dr, etc	H	72	49	23	10/5/2006	7/14/2005	11/2/2006	P03-36	G	24	10/5/2010	W	26.64
StoneCroft	Carriage Hill Ln	H	11	9	2	8/9/2005	5/24/2005	8/9/2005	P05-18	A	16	8/9/2009	H	4.07
Havenwood Farm at Alden	Boxwood/Wildewood	H	32	27	5	6/6/2005	5/10/2005	6/7/2005	P04-42	B	21	6/6/2009	H	11.84
Emerald Woods I & II	Emerald Ln	H	25	21	4	12/6/2004	9/28/2004	12/10/2004	P02-01	F	27	12/6/2008	W	9.25
Weeden	Garrison Rd	H	4	3	1	9/28/2004	6/22/2004	10/4/2004	P04-25	I	1P	9/24/2008	G	1.48
Cornerstone Crossing III	Conerstone Dr	H	18	17	1	7/28/2005	4/12/2005	8/1/2005	P05-13	B	18	7/28/2011	H	6.66
Total: Single Family			305	216	89									112.85
TOTAL APPROVED UNITS			737	459	278									163
Elderly:														
Pointe Place	Pointe Place	H	33	0	33		11/19/2014		P14-77	K	19		G	
The Village at Thornwood	Jacqueline Dr/Sonia Dr	H	62	55	7	7/2/2008	3/13/2007		P06-55	M	4	7/2/2011	G	
Arbor Woods	Cielo Dr	H	63	42	27	2/20/2007	1/9/2007	2/20/2007	P06-25	H	4	2/20/2011	W	
Total: Elderly			158	97	67									
APPROVED + ELDERLY			895	556	345									163

Total Permits Issued: August 2015

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
15-274	WENTWORTH DOUGLAS HOSP	19	OLD ROLLINSFORD ROAD	MINOR INT. OFFICE RENOVATIONS	C	28	1	3500	65
15-277	SEACOAST MEDIA GROUP	11	MAIN STREET	RMDL/RENO. VACANT OFFICE SPACE	C	23	11	65400	685
15-278	KARKOS	211	CENTRAL AVENUE	DECOMMISSION A GAS STATION	C	20	56	0	50
15-279	TDL GAS & FOOD CORP.	547	CENTRAL AVENUE	DECOMMISSION A GAS STATION	C	4	76	0	50
15-280	CHINBURG BUILDERS, INC.	383	CENTRAL AVENUE	INT. RENOV. OF AN OFFICE SPACE (STE 2	C	2	37A	5000	75
15-281	CHINBURG BUILDERS, INC.	383	CENTRAL AVENUE	INT. RENO. OF AN OFFICE SPACE (STE 2	C	2	37A	5000	75
15-298	DOUBLE DIAMOND HOLDING	273	LOCUST STREET	INT. FIT-UP FOR OFFICE (USDA)	C	15	21	125000	1275
15-305	DOVER HOUSING AUTHORITY	26	MINERAL PARK DRIVE	REPAIR EXT. FIRE DAMAGE	C	33	2	4200	0
15-056	STF DEVELOPMENT CORP.	9-16	SHEFFIELD DRIVE	CONST. AN 8-UNIT MULTI-FAMILY BLD	R	K	37	928000	9505
15-059	44 PORTLAND AVENUE LLC	44	PORTLAND AVENUE	CONST. A 9-UNIT MULTI-FAMILY BLDG	R	24	104	1044000	10465
15-170	STF DEVELOPMENT CORP	17-26	SHEFFIELD DRIVE	CONST. A 10 UNIT MULTI-FAMILY DWE	R	R	37	1160000	11625
15-189	CACARILLO	8	SOUTH WATSON LANE	FINISH 2ND FLR OF ACCESSORY BLDG.	R	19	72	20000	225
15-215	WOLCOTT HOLDINGS, LLC	28	ATLANTIC AVENUE	INT. RENO. (KITCHEN & BATH RM)	R	25	5	18000	205
15-254	TEECE	85	COURT STREET	INSTALL A STORAGE SHED	R	19	10	4300	75
15-259	GREENSPRING LLC	1	ELA STREET	RMVE & RPLCE A SECTION OF BLOCK	R	27	290	2500	110
15-265	CASS	36	FOREST STREET	RMVE PORCHES AND CONST. 2ND FLR	R	24	6	6000	85
15-266	STURGILL	72	MAST ROAD	EST. AN ACCESSORY DWELLING UNIT	R	I	49-2	3000	55
15-267	FROST	20	GERRISH ROAD	REPAIR/RCONSTRUCT A HOUSE DAMA	R	M	37	143000	1455
15-268	RIVER VALLEY DEVELOPMEN	52	CHILDS DRIVE	NEW CONST. SFD W/ATT. GARAGE	R	N	8A-C	208000	2105
15-269	KEENAN	31	HILLCREST DRIVE	RENOV./REMODEL THE 1ST FLOOR BAT	R	35	56R	34000	365
15-271	MACK	18	BROWNING DRIVE	REMODEL/RENOVATE THE KITCHEN	R	21	87	22000	245
15-275	LALIBERTE	7	WEDGEWOOD ROAD	RENO./RMDL 1ST FLR BTHRM	R	36	21E	7000	95

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
15-276	NOEL	3	NEWPORT ROAD	INT. RENO. OF A LIVING RM	R	K	18I	2000	45
15-282	THERIEN	26	PISCATAQUA ROAD	INSTALL AN ABOVE GROUND POOL	R	I	96D	3500	65
15-284	FRENCH	59	COURT STREET	CONST. REAR 10' X 7' DECK	R	19	20	4500	75
15-285	ESTES	192	DOVER POINT ROAD	MODIFY A RECREATIONAL DOCK	R	L	89B	43800	463
15-286	LAHUE	89	LITTLEWORTH ROAD	CONST./INSTALL A FOUNDATION ONLY	R	F	31	10000	125
15-287	HAZELTINE	124	VARNEY ROAD	CONST. A REAR ONE-STORY ADDITION	R	A	36D	30000	325
15-289	GUSTIN	23	GERRISH ROAD	INSTALL AN INGROUND SWIMMING PO	R	M	33C	43000	455
15-294	GOTHEM HOLDINGS, LLC	9	FIFTH STREET	DEMO SINGLE FAMILY DWELLING	R	5	15	0	50
15-296	NERING	290	LONG HILL ROAD	CONST. TWO FRONT DECK ADDITIONS	R	A	51-1	15000	175
15-299	WALLIS	28	GOVERNOR SAWYER LANE	REMODEL/RENO. A KITCHEN	R	17	153	35000	375
15-301	CALARCO	34	CUSHING STREET	INSTALL A SPIRAL STAIRCASE	R	10	83	2000	45
15-304	LEICHTHAMMER	15	COTE DRIVE	RELOCATE EXISTING SHED, CONST. A D R		L-58	15	9000	115
15-310	GUSTIN	23	GERRISH ROAD	INSTALL A 12' X 32' STORAGE SHED	R	M	33C	8000	105
15-311	ADAMS	96	THREE RIVERS FARM ROAD	RESIDENTIAL PIER	R	N	3-2	45000	474

Permit #	Owner's Last Name	Street #	Street	Description	Type	Map	Lot	Construction Value	Fee
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Total Permits Issued: 36

Total Construction Value: \$4,058,700.00

Total Fees Collected: \$41,782.00

Type of Permits Issued		Certificate of Occupancy's	
Commercial	0	Change of Use	0
Commercial Renovations	8	Commercial	0
Convert 1 to 2 Fmly Dwlg	0	Convert 1 to 2 Fmly Dwlg	0
Two Family Dwelling	0	Two Family Dwelling	0
Multi-Family Dwelling Units	27	Industrial	0
Industrial	0	Renovations	5
Industrial Renovations	0	Manufactured Dwlg	0
Manufactured Dwelling	0	Multi-Family Dwelling Units	31
Single Family Dwelling	1	Single Family Dwellings	6
Renovations Dwelling Unit	16	Accessory Dwelling Unit	0
Demo. of a Dwelling Unit	1		
Accessory Dwelling Unit	1		
Other (installing pool, sheds, pier)	6	Total	15

City of Dover
Bid Solicitation Report
For August 2015

9/2/2015

Department Bid Number	Bid Date	Bid Due	Description	PO Notes
Community Services Q16-003	08/11/2015	08/26/2015	Highway Signs and Posts	
Community Services Q16-004	08/11/2015	08/26/2015	Non-Fibered Asphalt Emulsion Damproofing	
Police B16005	08/14/2015	09/01/2015	Dover Police Facility & Parking Garage Furniture	
Community Services B16004	08/18/2015	09/09/2015	Segregation and Recycling of Construction and Demolition Debris	

City of Dover
Bid Solicitation Report
For August 2015

9/2/2015

Department Bid Number	Bid Date	Bid Due	Description	PO Notes
Community Services B16007	08/25/2015	09/22/2015	Ten Wheel Dump Truck with Equipment	
Community Services B16006	08/25/2015	09/15/2015	John Deere 410L Backhoe Loader OR Equal	

DAC	PO Date	PO No.	Vendor Name	Amount
Community Services Department	8/18/2015	201601396	BROX INDUSTRIES, INC.	\$5,370.13
Community Services Department	8/4/2015	201600912	CITY OF DOVER-WATER~SEWER DEPT.	\$5,468.48
Fire and Rescue	8/25/2015	201601667	SULLIVAN TIRE COMPANY	\$5,485.80
Community Services Department	8/4/2015	201600913	CITY OF DOVER-WATER~SEWER DEPT.	\$6,027.07
Fire and Rescue	8/12/2015	201601222	HENRY SCHEIN MATRIX MEDICAL	\$6,178.07
Executive	8/13/2015	201601254	ESRI CORP.	\$6,250.00
Recreation	8/3/2015	201600869	CITY OF DOVER-WATER~SEWER DEPT.	\$6,369.02
Recreation	8/17/2015	201601324	RECREONICS, INC.	\$6,791.66
Recreation	8/11/2015	201601201	FOX TOURS	\$6,794.00
Community Services Department	8/25/2015	201601600	TRI-STATE SEALCOATING & PAVING, INC.	\$6,989.00
Community Services Department	8/24/2015	201601545	BROX INDUSTRIES, INC.	\$7,757.97
Police	8/5/2015	201600970	DELL MARKETING L.P.	\$8,596.48
Executive	8/11/2015	201601185	SHEEHAN, PHINNEY, BASS & GREEN	\$8,922.72
Recreation	8/3/2015	201600866	CITY OF DOVER-WATER~SEWER DEPT.	\$9,051.86
City Finance Office	8/4/2015	201600959	BAYRING COMMUNICATIONS	\$9,238.35
Community Services Department	8/25/2015	201601595	BROX INDUSTRIES, INC.	\$9,393.65
Community Services Department	8/26/2015	201601684	STATE OF NH-DOT	\$9,809.75
Community Services Department	8/24/2015	201601546	BROX INDUSTRIES, INC.	\$10,167.68
Police	8/5/2015	201600979	WAYNE CHALOUXS CUSTOM	\$11,065.24
Community Services Department	8/11/2015	201601192	SHOEM ROADWAY SERVICES, LLC.	\$11,220.00
City Finance Office	8/12/2015	201601223	INTERWARE DEVELOPMENT CO INC	\$11,679.40
Executive	8/11/2015	201601181	CCMSI	\$12,697.64
Community Services Department	8/24/2015	201601489	HOGAN FLOORING, LLC.	\$13,184.67
Recreation	8/12/2015	201601221	FILLION ASSOCIATES	\$16,128.00
Police	8/5/2015	201600995	VERIZON WIRELESS	\$17,637.00
Community Services Department	8/18/2015	201601400	NEW HAMPSHIRE PRINT & MAIL SERVICES	\$17,702.50
Executive	8/4/2015	201600961	DELL MARKETING L.P.	\$17,972.64
Planning	8/24/2015	201601494	STRAFFORD REGIONAL PLANNING COMM	\$19,461.15
Executive	8/18/2015	201601351	DOVER MAIN STREET	\$20,000.00
Executive	8/18/2015	201601405	BERNSTEIN SHUR SAWYER & NELSON, PA	\$25,000.00
Community Services Department	8/11/2015	201601183	MXI ENVIRONMENTAL SERVICES, LLC	\$27,000.00
Community Services Department	8/24/2015	201601547	GM2 ASSOCIATES, INC.	\$30,105.30
Community Services Department	8/27/2015	201601736	ROBERT H. IRWIN MOTORS, INC.	\$33,616.00
Community Services Department	8/18/2015	201601404	TRI-STATE SEALCOATING & PAVING, INC.	\$40,157.00
Community Services Department	8/18/2015	201601402	NORMAN R. GAGNON CONSTRUCTION, LLC	\$41,245.00
Community Services Department	8/17/2015	201601327	UNH OFFICE OF SPONSORED RESEARCH	\$49,339.00
Police	8/17/2015	201601318	PARKEON	\$74,148.00
Public Library	8/4/2015	201600958	BAKER & TAYLOR, INC.	\$95,000.00
Community Services Department	8/4/2015	201600966	PESCHEL CONSULTING, LLC	\$102,583.00
Tax Assessment	8/3/2015	201600876	CORCORAN CONSULTING ASSOCIATES, INC	\$145,700.16

City of Dover

Revenues of Major Funds August 31, 2015

(General Fund Includes Property Taxes and Education Revenues)

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Uncollected</u>
REVENUES								
1000 General Fund								
Taxes	\$ 72,716,813	\$ 752,082	\$ 1,991,358	3.0%	\$ 70,725,455	\$ -	\$ 70,725,455	(97.3)%
Licenses & Permits	5,439,940	497,841	891,639	16.0	4,548,301	-	4,548,301	83.6
Intergovernmental	2,289,044	199,804	200,950	9.0	2,088,094	-	2,088,094	91.2
Charges for Services	3,627,041	231,549	439,796	12.0	3,187,245	-	3,187,245	87.9
Miscellaneous Revenue	1,026,895	548,979	587,056	57.0	439,839	-	439,839	42.8
Education	15,456,643	46,963	155,317	1.0	15,301,326	-	15,301,326	99.0
Operating Transfers In	310,548	-	-	0.0	310,548	-	-	0.0
Other Financing Sources	140,000	-	-	0.0	140,000	-	140,000	100.0
Sub-total : 1000 General Fund	\$ 101,006,924	\$ 2,277,219	\$ 4,266,117	4.0%	\$ 96,740,807	\$ -	\$ 96,430,259	95.5%
3213 Parking Activity Fund								
Licenses & Permits	\$ 105,000	\$ 8,385	\$ 25,845	25.0%	\$ 79,155	\$ -	\$ 79,155	75.4%
Parking Income	412,223	33,960	76,921	19.0%	335,302	-	335,302	81.3%
Parking Fines	155,000	12,362	24,587	16.0%	130,413	-	130,413	84.1%
Other Financing Sources	0	-	-	0.0	0	-	0	0.0
Sub-total : 3213 Parking Activity Fund	\$ 672,223	\$ 54,707	\$ 127,353	19.0%	\$ 544,870	\$ -	\$ 544,870	81.1%
3320 Residential Solid Waste Fund								
Intergovernmental	\$ 9,556	\$ -	\$ -	0.0%	\$ 9,556	\$ -	\$ 9,556	100.0%
Charges for Services	930,000	45,514	149,948	16.0%	780,052	-	780,052	83.9%
Miscellaneous Revenue	0	8	136	0.0	(136)	-	(136)	0.0
Other Financing Sources	35,728	-	-	0.0	35,728	-	35,728	100.0
Sub-total : 3320 Residential Solid Waste	\$ 975,284	\$ 45,522	\$ 150,083	15.0%	\$ 825,201	\$ -	\$ 825,201	84.6%
3381 McConnell Center Fund								
Miscellaneous Revenue	\$ 698,701	\$ 57,938	\$ 115,576	17.0%	\$ 583,125	\$ -	\$ 583,125	83.5%
Operating Transfers In	130,192	9,636	19,271	15.0	110,921	-	110,921	85.2
Sub-total : 3381 McConnell Center	\$ 828,893	\$ 67,573	\$ 134,847	16.0%	\$ 694,046	\$ -	\$ 694,046	83.7%
3410 Recreation Special Revenue Fund								
Charges for Services	\$ 403,815	\$ 22,182	\$ 66,742	17.0%	\$ 337,073	\$ -	\$ 337,073	83.5%
Miscellaneous Revenue	15,500	120	240	0.0	15,260	-	15,260	98.5
Operating Transfers In	15,500	-	-	0.0	15,500	-	15,500	100.0
Other Financing Sources	158,834	-	-	0.0	158,834	-	158,834	100.0
Sub-total : 3410 Recreation Special Revenue Fund	\$ 593,649	\$ 22,302	\$ 66,982	11.0%	\$ 526,667	\$ -	\$ 526,667	88.7%
5300 Water Fund								
Charges for Services	\$ 4,795,901	\$ 19,873	\$ 220,246	5.0%	\$ 4,575,655	\$ -	\$ 4,575,655	95.4%
Miscellaneous Revenue	70,500	3,651	7,138	10.0	63,362	-	63,362	89.9
Sub-total : 5300 Water Fund	\$ 4,866,401	\$ 23,524	\$ 227,384	5.0%	\$ 4,639,017	\$ -	\$ 4,639,017	95.3%
5320 Sewer Fund								
Intergovernmental	\$ 5,078	\$ -	\$ -	0.0%	\$ 5,078	\$ -	\$ 5,078	100.0%
Charges for Services	6,326,947	23,646	296,182	5.0	6,030,765	-	6,030,765	95.3
Miscellaneous Revenue	57,000	7,125	9,849	17.0	47,151	-	47,151	82.7
Other Financing Sources	942,687	-	-	0.0	942,687	-	942,687	100.0
Sub-total : 5320 Sewer Fund	\$ 7,331,712	\$ 30,771	\$ 306,031	4.0%	\$ 7,025,681	\$ -	\$ 7,025,681	95.8%
6100 Dovernet Fund								
Charges for Services	\$ 669,794	\$ 109,157	\$ 141,464	21.0%	\$ 528,330	\$ -	\$ 528,330	78.9%
Miscellaneous Revenue	25,000	-	-	0.0	25,000	-	25,000	100.0
Operating Transfers In	-	-	-	0.0	0	-	0	#DIV/0!
Other Financing Sources	100,417	-	-	0.0	100,417	-	100,417	100.0
Sub-total : 6100 Dovernet Fund	\$ 795,211	\$ 109,157	\$ 141,464	18.0%	\$ 653,747	\$ -	\$ 653,747	82.2%
Total : REVENUES	\$ 117,070,297	\$ 2,630,774	\$ 5,420,262	5.0%	\$ 111,650,035	\$ -	\$ 111,339,487	95.1%

City of Dover

Expenditures of Major Funds

August 31, 2015

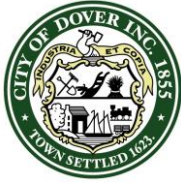
(General Fund Includes County, School and Debt Service)

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
EXPENDITURES								
1000 General Fund								
City Council	\$ 407,686	\$ 36,448	\$ 54,039	13.0%	\$ 353,647	\$ 20,822	\$ 332,825	81.6%
Executive	864,566	69,388	117,874	14.0	746,692	311,978	434,714	50.3
Finance	1,739,467	126,156	287,662	17.0	1,451,805	1,011,981	439,824	25.3
Planning	642,382	58,355	87,556	14.0	554,826	282,889	271,936	42.3
Misc General Government	985,720	29,096	110,643	11.0	875,077	177,516	697,561	70.8
Police	7,801,851	540,138	1,240,202	16.0	6,561,649	4,311,796	2,249,853	28.8
Fire & Rescue	8,248,269	589,117	1,233,737	15.0	7,014,532	3,717,836	3,296,696	40.0
Community Service Public Works	6,652,331	432,277	717,655	11.0	5,934,676	2,220,791	3,713,885	55.8
Recreation	2,095,972	167,294	317,967	15.0	1,778,005	742,348	1,035,657	49.4
Public Library	1,131,936	82,784	162,212	14.0	969,724	696,922	272,802	24.1
Public Welfare	808,656	53,682	105,765	13.0	702,891	156,363	546,527	67.6
Debt Service	11,402,582	-	-	0.0	11,402,582	-	11,402,582	100.0
Other Financing Sources/Uses	3,271,483	101,047	202,093	6.0	3,069,390	-	3,069,390	93.8
School	46,687,263	2,955,272	3,674,988	8.0	43,012,275	40,051,322	2,960,953	6.3
Intergovernmental	8,266,760	-	-	0.0	8,266,760	-	8,266,760	100.0
Sub-total : 1000 General Fund	\$ 101,006,924	\$ 5,241,056	\$ 8,312,394	8.2%	\$ 92,694,530	\$ 53,702,564	\$ 38,991,966	38.6%
3213 Parking Activity Fund								
Police	\$ 672,223	\$ 25,601	\$ 53,101	8.0%	\$ 619,122	\$ 210,167	\$ 408,955	60.8%
Sub-total : 3213 Parking Activity Fund	\$ 672,223	\$ 25,601	\$ 53,101	7.9%	\$ 619,122	\$ 210,167	\$ 408,955	60.8%
3320 Residential Solid Waste Fund								
Community Service Public Works	\$ 1,016,187	\$ 64,333	\$ 75,086	7.0%	\$ 941,101	\$ 765,927	\$ 175,174	17.2%
Sub-total : 3320 Residential Solid Waste Fund	\$ 1,016,187	\$ 64,333	\$ 75,086	7.4%	\$ 941,101	\$ 765,927	\$ 175,174	17.2%
3381 McConnell Center Fund								
Recreation	\$ 828,893	\$ 19,080	\$ 47,061	6.0%	\$ 781,832	\$ 235,016	\$ 546,815	66.0%
Sub-total : 3381 McConnell Center Fund	\$ 828,893	\$ 19,080	\$ 47,061	5.7%	\$ 781,832	\$ 235,016	\$ 546,815	66.0%
3410 Recreation Special Revenue Fund								
Recreation	\$ 593,649	\$ 47,246	\$ 107,692	18.0%	\$ 485,957	\$ 95,333	\$ 390,624	65.8%
Sub-total : 3410 Recreation Special Revenue Fund	\$ 593,649	\$ 47,246	\$ 107,692	18.1%	\$ 485,957	\$ 95,333	\$ 390,624	65.8%
5300 Water Fund								
Community Service Public Works	\$ 4,917,581	\$ 331,764	\$ 610,859	12.0%	\$ 4,306,721	\$ 1,016,405	\$ 3,290,317	66.9%
Sub-total : 5300 Water Fund	\$ 4,917,581	\$ 331,764	\$ 610,859	12.4%	\$ 4,306,721	\$ 1,016,405	\$ 3,290,317	66.9%
5320 Sewer Fund								
Community Service Public Works	\$ 7,348,621	\$ 438,361	\$ 898,146	12.0%	\$ 6,450,474	\$ 1,623,765	\$ 4,826,709	65.7%
Sub-total : 5320 Sewer Fund	\$ 7,348,621	\$ 438,361	\$ 898,146	12.2%	\$ 6,450,474	\$ 1,623,765	\$ 4,826,709	65.7%
6100 Dovernet Fund								
Other Financing Sources/Uses	\$ 817,402	\$ 40,191	\$ 82,359	10.0%	\$ 735,043	\$ 245,641	\$ 489,402	59.9%
Sub-total : 6100 Dovernet Fund	\$ 817,402	\$ 40,191	\$ 82,359	10.1%	\$ 735,043	\$ 245,641	\$ 489,402	59.9%
Total : EXPENDITURES	\$ 117,201,480	\$ 6,207,631	\$ 10,186,699	8.7%	\$ 107,014,780	\$ 57,894,817	\$ 49,119,963	41.9%

City of Dover

Arena - General Fund Revenue & Expenditure Report (Including Arena Debt Service attributed to the General Fund) August 31, 2015

	<u>Budget</u>	<u>Range To Date</u>	<u>Year To Date</u>	<u>% Year To Date</u>	<u>Budget Balance</u>	<u>Encumbrance</u>	<u>Budget Available</u>	<u>% Available</u>
Revenue	1,322,607	68,220	101,543	7.7	1,221,064	0	1,221,064	92.3
Expenditures	977,165	65,264	125,698	12.9	851,467	373,173	478,294	48.9
Debt Service								
Principal	290,453	0	0	-	290,453	0	290,453	100.0
Interest	54,989	0	2,169	3.9	52,820	0	52,820	96.1
	0	2,956	(26,324)	0.0	26,324	(373,173)	399,497	-



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Workshop Session**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, August 19, 2015**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor O'Connor 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, City Clerk Lavertu.

5. CITIZEN'S FORUM

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

David Scott, 220 Back Road: He spoke about the Washington Street development agreement with Kostis Enterprises, and asked for more transparency.

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

6. DISCUSSIONS

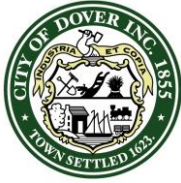
A. PROPOSED WASHINGTON STREET (FORMER ROBBINS AUTO PARTS PROPERTY) DEVELOPMENT AGREEMENT WITH KOSTIS ENTERPRISES

Assistant City Manager Parker gave an overview of the project to the Council.
Mr. Nick Kostis gave an overview of their vision for the project to the Council.
Attorney Richard Uchida, of Hinckley, Allen & Schneider, gave an overview of the term sheet to the Council.

B. CHAPTER 170 – ZONING – AMENDMENTS OVERVIEW

The Council discussed each amendment separately. Amendment #15 is already approved and passed by the Council on August 12, 2015.

Assistant City Manager Parker explained each amendment to the Council.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Workshop Session**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, August 19, 2015**
Meeting Time: **7:00 pm**

7. ADJOURNMENT

Deputy Mayor Carrier moved to adjourn to the Special Meeting; seconded by Councilor Gagnon.

Vote: 9/0.



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Special Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, August 19, 2015**
Meeting Time: **To follow Workshop Session**

1. CALL TO ORDER

2. ~~MOMENT OF SILENCE~~

3. ~~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, City Clerk Lavertu.

5. PUBLIC HEARINGS

6. CITIZEN'S FORUM

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

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

7. UNFINISHED BUSINESS – None

8. NEW BUSINESS

A. ORDINANCES

1. CHAPTER 170 – UPDATING THE DOVER ZONING ORDINANCE (TO BE REMOVED FROM TABLE)

SPONSORED BY COUNCILOR GARRISON, PLANNING BOARD REPRESENTATIVE

Councilor Garrison moved to remove from the table; seconded by Councilor Thibodeaux.
Vote: 9/0.

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



CITY OF DOVER

CITY COUNCIL - MINUTES

Meeting Type: **Special Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, August 19, 2015**
Meeting Time: **To follow Workshop Session**

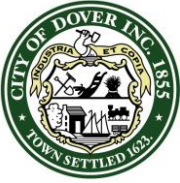
B. RESOLUTIONS:

- 1. ACCEPTANCE OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DOVER AND KOSTIS ENTERPRISES
(TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 9, 2015)
SPONSORED BY MAYOR WESTON BY REQUEST**

Deputy Mayor Carrier moved to refer to a public hearing on September 9, 2015; seconded by Councilor Gagnon.
Vote: 9/0.

9. ADJOURNMENT

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



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, August 26, 2015**
Meeting Time: **7:00 pm**

1. CALL TO ORDER

2. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

Councilor Thibodeaux 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

6. APPROVAL OF AGENDA

Councilor Hooper moved to add the School Board Report.

Councilor Cheney moved to add two resolutions for Charter Amendments to be referred to public hearings.

Councilor Gagnon moved to add the Solid Waste Advisory Commission Report.

Deputy Mayor Carrier moved to add the Police and Parking Facility Building Committee Report.

He numbered the Charter Amendments as follows: Item #13.B.5. City Attorney Charter Amendment, and Item #13.B.6. School Board Charter Amendment.

Councilor McManus moved to waive the rules to allow the resolutions on the Agenda; seconded by Councilor Cheney.

Roll Call Vote: 9/0.

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

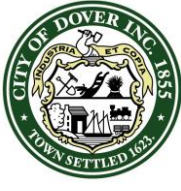
Vote: 9/0.

7. PUBLIC HEARINGS

8. CITIZEN'S FORUM

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

Bonnie McGovern, 65 Grandview Drive: She read her letter to the Council, which supported the Dover High School project.

 CITY OF DOVER	CITY COUNCIL – MINUTES Meeting Type: Regular Meeting Meeting Location: McConnell Center, Room 306 Meeting Date: Wednesday, August 26, 2015 Meeting Time: 7:00 pm
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Peter Bixby, 69 Glenwood Drive: He spoke in favor of the Dover High School project.

Robert Dinaburg , 54 Augusta Way: He spoke about parking during the construction of the new high school, and asked if the children will be allowed to park during school.

Charles Lewis, 10 Whittier Street: He talked about the Council not listening to the people who speak at Citizen's Forum.

Michael Crago, 11 Augusta Way: He asked the Council not to rush the Dover High School resolution and have additional public hearings.

Solomon Bixby, 69 Glenwood Drive, Student: He spoke in favor of the Dover High School project.

David Peck, 4 Trestle Way: He asked the Council to reduce the budget to allow for the added expense of the Dover High School project.

William DeGrandpre, 21 Danielle Lane: He spoke about the Parking Garage and methods for paying for parking, pay by space with a smartphone. He spoke about tax breaks for new developments. He asked for an update on the average household values. He spoke about the Dover High School project and not spending all the money, but look for saving money. He said the teachers and learning materials teach the children, not the building.

David Scott,, 220 Back Road: He spoke about the proposed size of the Dover High School, and asked the Council to take the time to evaluate it. He also said the Council should still consider renovating the current High School instead of building a new high school. He felt the Council should hold more hearings to answer questions about the size of the school, student enrollment,

Michael Benham, 20 Richardson Drive: He spoke against the Dover High School project.

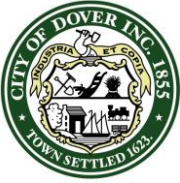
Kathy Morrison, 4 Florence Street, School Board Member: She spoke against the School Board Charter Amendment. She spoke in favor of the Dover High School project.

Margaret Fogarty, 16 Florence Street: She spoke in support of the Dover High School project.

George Sherwood, 43 Arch Street: He spoke about not seeing plans or a model for the new high school.

Suzanne Weete, 182 County Farm Road: She spoke in favor of the Dover High School project.

Claude Malo, 149 Back River Road: He asked where the maintenance was for the High School and why it's so dilapidated. He said if a new high school is built to make sure it's maintained.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, August 26, 2015**
Meeting Time: **7:00 pm**

Arthur Burke, 2 Union Street: He spoke in favor of renovating the High School, even if they decide to build a new High School.

Amanda Russell, 20 Cranbrook Lane, School Board Chairperson: She spoke in favor of the Dover High School project. She spoke about conditions at the current high school, and the efficiencies with building a new high school.

Donald Medbery, 3 Covered Bridge Lane: He spoke against the maintenance on the current high school. He said the McConnell Center is proof that renovation works. He spoke against building a new high school. He said the \$13 million is for the Car

Jeffrey Brissette, 11 Fieldstone Drive: He spoke in favor of the Dover High School, but felt it should be voted on by the citizens.

Sarah Greenshields, 13 South Watson Road, School Board Member: She spoke in favor of the Dover High School project.

Joseph Nicolella, 33A Piscataqua Road: He spoke about his research for the per square foot cost versus the RS means numbers. He said his research showed the numbers the Joint Building Committee has come up with seem to be reasonable.

Stephen Giguere, 26 Danielle Lane: He spoke in favor of the Dover High School project.

[name unintelligible], **Dover Point Road:** He spoke in favor of bringing this to a vote from the citizens and renovating the current high school.

Daniel Fogarty, 16 Florence Street: He spoke in favor of the Dover High School project.

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

9. CITY MANAGER'S REPORT

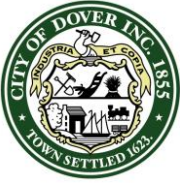
City Manager Joyal said he submitted his report in writing. He recognized Finance Director Dan Lynch for receiving the 11th consecutive award for excellence in finance achievement. He also recognized Fire Chief Richard Driscoll for his 34 years with the City.

Deputy Mayor Carrier asked about the new gas lines and the effect they're having on the roadways.

City Manager Joyal said he will be coming to the Council within the next few months with an ordinance for rules on right of ways on roadways by private utilities.

Mayor Weston asked for the pay by space with a smartphone method for the new parking garage.

City Manager Joyal said this was in addition to the parking kiosks that will be available. He explained about the process for pay by space method.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, August 26, 2015**
Meeting Time: **7:00 pm**

Mayor Weston asked about the average home price in Dover.

City Manager Joyal said it was an Assessing function every year to figure out that average price for houses in Dover.

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

Vote: 9/0.

Mayor Weston moved to suspend the rules to move up on the Agenda Item #12.C.1 to this point; seconded by Councilor O'Connor.

Roll Call Vote: 9/0.

Councilor Gagnon moved for the adoption of Item # 12.C.1.; seconded by Councilor Garrison. Deputy Mayor Carrier and Councilor Gagnon gave an overview of the resolution to the Council. School Board Chairperson went over the enrollment.

Councilor Cheney explained to the Council why she was abstaining from the vote because she feels the process is not following the law.

City Manager Joyal gave an overview of the financials for bonding.

Roll Call Vote: 7/1; Passed. Councilor McManus was opposed. Councilor Cheney abstained from the vote.

10. APPROVAL OF MINUTES

A. August 5, 2015 – Workshop Session

B. August 5, 2015 – Special Meeting

C. August 12, 2015 – Regular Meeting

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

Council noted two Scribner's errors in Citizen's Forum: the address for Senator Watters, and the spelling for Hebbard. The Mayor asked the City Clerk to have those fixed.

Vote: 9/0

11. MAYOR'S REPORT

Mayor Weston announced that Tolend Road was being paved. She attended the Governor's and City Council meeting at the Children's Museum.

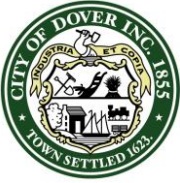
Councilor Cheney moved to accept the Mayor's Report; seconded by Councilor Thibodeaux.

Vote: 9/0.

12. UNFINISHED BUSINESS

A. ORDINANCES IN THE 2nd READING

B. ORDINANCES IN THE 3RD READING



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, August 26, 2015**
Meeting Time: **7:00 pm**

C. RESOLUTIONS

1. **APPROPRIATION FOR FY2016 CAPITAL IMPROVEMENTS FOR DOVER HIGH SCHOOL PROJECT AND AUTHORIZATION FOR BONDING (REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)**
SPONSORED BY DEPUTY MAYOR CARRIER AND COUNCILOR GAGNON

Moved up on the Agenda to follow the City Manager's Report.

13. NEW BUSINESS

A. CONSENT CALENDAR

1. **PARADE – Parish of the Assumption**
2. **RAFFLE – Dover High School Football Booster Club**
3. **ROAD RACE – Greek Orthodox Church**
4. **ROAD TOLL – American Legion Auxiliary Unit 8**
5. **ROAD TOLL – Relay for Life on behalf of the American Cancer Society**
6. **TAG – Dover Parents Music Club**
7. **TAG – Seacoast Titans Football and Cheer – September 18 – 19, 2015**
8. **TAG – Seacoast Titans Football and Cheer – October 2 – 3, 2015**
9. **B16001 ROAD SALT COOPERATIVE PURCHASE**
SPONSORED BY MAYOR WESTON BY REQUEST
10. **B16002 WORK VAN FOR UTILITY DIVISION**
SPONSORED BY MAYOR WESTON BY REQUEST

COMMITTEE REPORTS

- | | |
|---|---|
| 1. School Board | 10. Pool Advisory Committee |
| 2. Planning Board | 11. Parking Commission |
| 3. Appointments Committee | 12. Ordinance Committee |
| 4. Recreation Advisory Board | 13. Police and Parking Facility Building Committee |
| 5. McConnell Center Advisory Committee | 14. Joint Building Committee – Dover High School and Regional CTC |
| 6. Arts Commission | 15. Dover Main Street |
| 7. Solid Waste Advisory Commission | 16. Library Board of Trustees |
| 8. Transportation Advisory Commission | |
| 9. Legislative Liaison | |

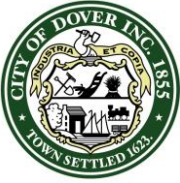
Deputy Mayor Carrier moved for the adoption of the Consent Calendar; seconded by Councilor O'Connor.

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

Mayor Weston pulled Item #13.A.9.

Councilor Hooper pulled the School Board Report.

Councilor Gagnon pulled the Solid Waste Advisory Committee Report.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, August 26, 2015**
Meeting Time: **7:00 pm**

Deputy Mayor Carrier pulled the Police and Parking Facility Building Committee Report.
Mayor Weston asked for a vote on the remaining items on the Consent Calendar.
Roll Call Vote: 9/0.

Mayor Weston said she pulled Item 13.A.9. because numbers need to be adjusted. She referred to the second Whereas: “rate of \$58.80” changed to \$54.38; and on the next line the “\$54.00” will be changed to \$54.10. She further changed the Now, Therefore: strike “\$58.80” and put in “as prices noted above.

Councilor Gagnon made the motion to make those changes to the resolution; seconded by Councilor Garrison.

Vote: 9/0.

Mayor Weston asked for a roll call vote on the amended resolution.

Roll Call Vote: 9/0.

Councilor Hooper gave an overview of the School Board Report to the Council.

Deputy Mayor Carrier moved to accept the School Board Report; seconded by Councilor Gagnon.

Vote: 9/0.

Councilor Gagnon gave an oral Solid Waste Advisory Commission Report to the Council. He mentioned that August 29, 2015 is the Hazardous Waste Disposal Day.

Deputy Mayor Carrier moved to accept the Solid Waste Advisory Commission Report; seconded by Councilor Thibodeaux.

Vote: 9/0.

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

Deputy Mayor Carrier moves to accept the Police and Parking Facility Building Committee Report; seconded by Councilor O’Connor.

Vote: 9/0.

B. RESOLUTIONS

1. GEOGRAPHIC NAME CHANGE – COCHECO RIVER

SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved to refer to a Public Hearing on September 9, 2015; seconded by Councilor Cheney.

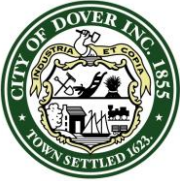
Vote: 9/0.

2. MARILLA MARKS YOUNG RICKER

SPONSORED BY COUNCILOR McMANUS

Councilor McManus moved for its adoption; seconded by Councilor Gagnon.

Roll Call Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, August 26, 2015**
Meeting Time: **7:00 pm**

3. BOUCHARD AND HUGHES WELL & BARBADOS POND STUDY
SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved for its adoption; seconded by Councilor Thibodeaux.
Roll Call Vote: 9/0.

4. B15021 LED LIGHTING UPGRADE AND AUTHORIZATION FOR FINANCING
MCCONNELL CENTER
(REQUIRES A 2/3 MAJORITY VOTE OF THE CITY COUNCIL)
(TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 9, 2015, WITH A
CITY COUNCIL VOTE TO BE HELD ON SEPTEMBER 23, 2015)
SPONSORED BY MAYOR WESTON BY REQUEST

Deputy Mayor Carrier moved to refer to a public hearing on September 9, 2015; seconded by Councilor Garrison.
Vote: 9/0.

5. CHARTER AMENDMENT – LEGAL OFFICER
(TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 9, 2015)
SPONSORED BY COUNCILOR CHENEY

Deputy Mayor Carrier moved to refer to a public hearing on September 9, 2015; seconded by Councilor Gagnon.

Councilor Gagnon noted that the wording is incorrect and should be amended.

Councilor Thibodeaux started a discussion about this being against State Law.

City Manager Joyal gave an overview of the process.

Councilor Cheney moved to strike "Ward elections for the School Board", and insert "amend the Charter to have the City Attorney report to the City Council"; seconded by Councilor O'Connor.

Vote: 9/0.

Mayor Weston asked for a vote to refer to a public hearing.

Councilor O'Connor moved to refer the amended resolution to a public hearing on September 9, 2015; seconded by Councilor Cheney.

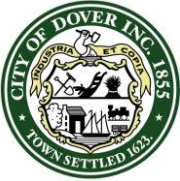
The Council discussed having an attorney's opinion for the City and ask him to come to a Council Workshop.

Vote: 9/0.

6. CHARTER AMENDMENT – SCHOOL BOARD ELECTIONS
(TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 9, 2015)
SPONSORED BY COUNCILOR CHENEY

Deputy Mayor Carrier moved to refer to a public hearing on September 9, 2015; seconded by Councilor Gagnon.

Vote: 9/0.



CITY OF DOVER

CITY COUNCIL – MINUTES

Meeting Type: **Regular Meeting**
Meeting Location: **McConnell Center, Room 306**
Meeting Date: **Wednesday, August 26, 2015**
Meeting Time: **7:00 pm**

C. ORDINANCES IN 1ST READING

**1. CHAPTER 113: FLOODPLAIN DEVELOPMENT
(TO BE REFERRED TO A PUBLIC HEARING ON SEPTEMBER 9, 2015)
SPONSORED BY COUNCILOR GARRISON AS PLANNING BOARD REPRESENTATIVE**

Councilor Garrison moved to refer to a public hearing on September 9, 2015; seconded by Councilor Hooper.
Vote: 9/0.

14. COUNCIL CORRESPONDENCE

15. COUNCIL MATTERS OF INTEREST

Councilor Thibodeaux welcomed Penny University Café in Ward 3.

Councilor Cheney said the Attorney General is the top attorney for the State and he approved the Charter Amendments.

Councilor O'Connor thanked Chief Driscoll for his services.

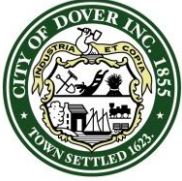
Deputy Mayor Carrier gave the numbers for the Dover High School to be attached to the resolution.

Councilor Gagnon talked about politics in local government, and said it has no place. He talked about the Dover High School project.

Mayor Weston thanked Doris Grady for all her work on the School Board and in the education system.

16. ADJOURNMENT

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



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.1

Ordinance Number: **O – 2015.08.26 – 018**
Ordinance Title: **Floodplain Development**
Chapter: **113**
Section:

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to remove Chapter 113 from the Dover Code as it has been included in Chapter 170 of the Dover Code by approval of the City Council.

2. AMENDMENT

~~FLOODPLAIN DEVELOPMENT~~

~~Chapter 113~~

~~ARTICLE I~~

~~TITLE; AUTHORITY; LEGISLATIVE INTENT~~

~~113-1. — Title.~~

~~113-2. — Statutory Authority.~~

~~113-3. — Purpose; Areas of Special Flood Hazard.~~

~~ARTICLE II~~

~~WORDS AND PHRASES~~

~~113-4. — Definitions.~~

~~ARTICLE III~~

~~ADMINISTRATION~~

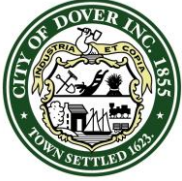
~~113-5. — Development Review.~~

~~113-6. — Required Data.~~

~~113-7. — Use of Other Base Flood Data.~~

~~113-8. — Information to be Obtained and Maintained.~~

~~113-9. — Alteration of Watercourses.~~



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.1

Ordinance Number: **O – 2015.08.26 – 018**
Ordinance Title: **Floodplain Development**
Chapter: **113**
Section:

~~113-10. Interpretation of Boundaries.~~

~~ARTICLE IV~~

~~FLOODPLAIN HAZARD REDUCTION~~

~~113-11. General Standards.~~

~~113-12. Specific Standards.~~

~~113-13. Floodways.~~

~~ARTICLE V~~

~~VARIANCES AND APPEALS~~

~~113-14. Variances and Appeals.~~

[HISTORY: Adopted by the City Council on 3-25-1987 as Ord. No. 7-87.1 Revised in its entirety by the City Council on 01-20-1999 by Ord. No. 26-98.; Amendments noted where applicable.]

GENERAL REFERENCES – Conservation Commission – See Ch. 14. Historic districts – See Ch. 30. Auto courts and trailer camps – See Ch. 63. Building construction – See Ch. 68. Housing standards – See Ch. 119. Manufactured Homes – See Ch. 126. Site Review – See Ch. 149. Subdivision of land – See Ch. 155. Zoning – See Ch. 170.

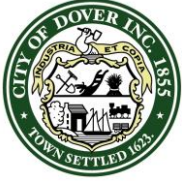
~~ARTICLE I~~

~~TITLE; AUTHORITY; LEGISLATIVE INTENT~~

~~113-1. Title.~~

This chapter shall be known and may be cited as the "Floodplain Development Ordinance of the City of Dover, New Hampshire." The regulations in this ordinance shall overlay and supplement the regulations in the City of Dover Zoning Ordinance, Chapter 170 of the Code of the City of Dover, and shall be considered part of the Zoning Ordinance for purposes of administration and appeals under state law. If any provision of this ordinance differs or appears

¹ Editor's Note: This ordinance also repealed former Ch. 113, Flood Hazard Control, adopted 4-9-80 as Ord. No. 5-80.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.1

Ordinance Number: **O – 2015.08.26 – 018**
Ordinance Title: **Floodplain Development**
Chapter: **113**
Section:

~~to conflict with any provision of the Zoning Ordinance or other ordinance or regulation, the provision imposing the greater restriction or more stringent standard shall be controlling.~~

~~113.2. Statutory Authority.~~

~~These rules and regulations are adopted by the City of Dover pursuant of the authority granted by RSA 674:16.~~

~~113.3. Purpose; Areas of Special Flood Hazard [Amended on 04-20-05 by Ord. No. 13-2005]~~

~~The City of Dover recognizes the need to minimize the potential loss of life and property during periods of Flooding regulating the alteration and/or the Development of those Areas of Special Flood Hazard identified by the Federal Emergency Management Agency. The following regulations in this ordinance shall apply to all lands designated as Special Flood Hazard Areas by the Federal Emergency Management Agency (FEMA) in its "Flood Insurance Study for the County of Strafford, NH," dated May 17, 2005 or as amended, together with the associated Flood Insurance Rate Maps dated May 17, 2005 or as amended, which are declared to be a part of this Chapter and are hereby incorporated by reference. The Flood Insurance study is on file at the Department of Planning and Community Development.~~

~~ARTICLE II~~

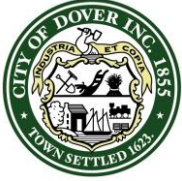
~~WORDS AND PHRASES~~

~~113-4. Definitions. [Amended on 4-18-90 by Ord. No. 3-90]~~

~~A. As used in this Chapter the following terms mean:~~

~~**AREA OF SHALLOW FLOODING**—A designated AO zone on the Flood Insurance Rate Map Flood Insurance Rate Map (FIRM) with a one-percent or greater annual possibility of Flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of Flooding is unpredictable and where velocity flow may be evident. Such Flooding is characterized by ponding or sheet flow.~~

~~**AREA OF SPECIAL FLOOD HAZARD**—The land in the Floodplain within the City of Dover subject to a one-percent or greater annual possibility of Flooding in any given year. The area is designated as zone A on the Flood Boundary and Floodway Maps and~~



CITY OF DOVER

CITY OF DOVER - ORDINANCE

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is designated on the FIRM as zones A, AO, and AE. [~~Amended on 04-20-2005 by Ord. No. 13-2005~~]

BASE FLOOD—The Flood having a one-percent chance of being equaled or exceeded in any given year.

BASEMENT—Any area of a building having its floor subgrade on all sides.

BREAKAWAY WALL—A wall that is not part of the structural support of a building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or supporting foundation.

DEVELOPMENT—Any man-made change to improved or unimproved real estate, including but not limited to buildings or other Structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

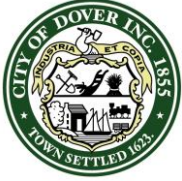
FEMA—Federal Emergency Management Agency

FLOOD BOUNDARY—**FLOODWAY MAP (FLOODWAY)**—An official map of the community, on which the Federal Emergency Management Agency has delineated the Regulatory Floodway. This map should not be used to determine the correct Flood hazard zone or Base Flood elevation. The Flood Insurance Rate Map (FIRM) will be used to make determinations of Flood hazard zones and Base Flood elevations.

FLOOD ELEVATION STUDY—An examination, evaluation and determination of Flood hazards and, if appropriate, corresponding Water Surface Elevations or an examination, evaluation and determination of mudslide, i.e., mudflow, and/or Flood-related erosion hazards.

FLOOD or FLOODING—A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM)—An official map incorporated within this chapter on which the Federal Emergency Management Agency has delineated both



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the Areas of Special Flood Hazard and the risk premium zones that are applicable to the City of Dover.

FLOODPLAIN OR FLOOD-PRONE AREA—Any land area which is susceptible to being inundated by water from any source. (See definition of Flooding.)

FLOOD-PROOFING—Any combination of structural and non-structural additions, changes, or adjustments to Structures which reduce or eliminate Flood damage to real estate or improved real property, water and sanitation facilities, Structures and their contents.

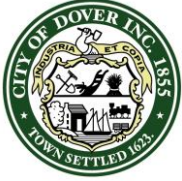
FUNCTIONALLY DEPENDENT USE—A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking and port facilities that are necessary for the loading/unloading of cargo or passengers, and ship building/repair facilities but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE—The highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a Structure.

HISTORIC STRUCTURE—Any Structure that is listed individually in the National Register of Historic Places (maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; certified or preliminarily determined by the Secretary as contributing to the historic significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; individually listed on a local inventory of historic places, provided the local historic preservation program has been certified by either the appropriate state or federal program.

LOWEST FLOOR—The lowest floor of the lowest enclosed area (including Basement). An unfinished or Flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a Basement area is not considered a building's Lowest Floor, provided, that such an enclosure is not built so as to render the Structure in violation of the applicable non-elevation design requirements of this ordinance.

[Amended on 4-18-90 by Ord. No. 3-90]



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MANUFACTURED HOME—A Structure, transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For Floodplain management purposes, the term "Manufactured Home" also includes park trailers, travel trailers and other similar vehicles placed on a site greater than one hundred eighty (180) days.

MEAN SEA LEVEL—For the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood elevations shown on a community's Flood Insurance Rate Map are referenced.

100 YEAR FLOOD—See Base Flood.

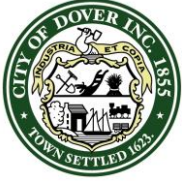
NEW MANUFACTURED HOME PARK OR SUBDIVISION—A parcel or contiguous parcels of land divided into two (2) or more Manufactured Home lots for rent or sale, for which the construction of facilities for servicing the lot, including, at a minimum, the installation of utilities, either final site grading or the pouring of concrete pads and the construction of streets, is completed on or after the effective date of this chapter.

RECREATIONAL VEHICLE—A vehicle which is built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light duty truck; and designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY—The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the Base Flood without increasing the Water Surface Elevation. These areas are designated as Floodways on the Flood Boundary and Floodway Maps.

RIVERINE—Relating to, formed by or resembling a river, including tributaries, stream, brook, etc.

START OF CONSTRUCTION—includes Substantial Improvements, and means the date the building permit was issued, provided the actual Start of Construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a Structure



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on site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of Manufactured Home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a Basement, footing, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main Structure. ~~[Added 4-18-90 by Ord. No. 3-90]~~

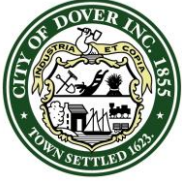
STRUCTURE — For the Floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a Manufactured Home.

SUBSTANTIAL DAMAGE — Damage of any origin sustained by a Structure whereby the cost of restoring the Structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the Structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT — Any combination of repairs, reconstruction, alterations or improvement to a Structure, in which the cumulative cost equals or exceeds fifty percent (50%) of market value of the Structure either before the improvement or repair is started or, if the Structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition, "Substantial Improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the Structure. The term does not, however, include either:

- A. Any project for improvement of a Structure required to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or
- B. Any alteration of a Structure listed on the National Register of Historic Places or a State Inventory of Historic Places, provided that the alteration will not preclude the Structure's continued designation as a Historic Structure.

WATER SURFACE ELEVATION — The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of Floods of various magnitudes and frequencies in the Floodplains.



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ARTICLE III

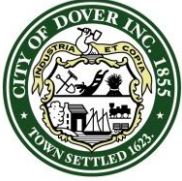
ADMINISTRATION

113-5. Development Review ~~[Amended on 10-14-2009 by Ord. No. 2009.09.23-21]~~

- ~~A. Prior to the issuance of a building permit by the Building Official, whether for new construction (Manufactured or prefabricated Homes included) or the Substantial Improvement thereon, the Planning Department shall determine whether said project site is located in an Area of Special Flood Hazard. If said project site is so located, wholly or in part, in an Area of Special Flood Hazard, then compliance with the rules and regulations contained herein shall be required. (See 113-6 and Article IV, Floodplain Hazard Reduction.)~~
- ~~B. Prior to the granting of final subdivision plat approval, the Planning Board shall determine whether said plat is located within an Area of Special Flood Hazard, and, if so situated, compliance with the rules and regulations contained herein shall be required. (See 113-6 and Article IV, Floodplain Hazard Reduction.)~~
- ~~C. Prior to the granting of final site review approval, the Planning Board shall determine whether said site is located within an Area of Special Flood Hazard, and, if so situated, compliance with the rules and regulations contained herein shall be required (See 113-6 and Article IV, Floodplain Hazard Reduction.)~~
- ~~D. Any man-made change to improved or unimproved real estate within an Area of Special Flood Hazard that is not regulated by Subsections A, B or C above (mining, dredging, filling, grading, paving, excavation or drilling operations) shall hereby require review by the Building Inspector and subsequent review and approval by the Technical Review Committee and/or the Planning Board. (See 113-6.)~~

113-6. Required Data:

~~Applications for all required city permits and approvals are available at the Department of Planning and Community Development. Applications for Development activities explicated in 113-5 shall include the following:~~



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~~A. Plans in duplicate, drawn to scale, showing the nature, location, dimensions and elevations of the area in question; existing or proposed Structures, fill storage of materials and drainage facilities; and the location of the foregoing. Specifically, the following information is required where appropriate:~~

- ~~(1) As built elevation in relation to NGVD, of the Lowest Floor, including Basement, and including whether or not such Structures contain a Basement.~~
- ~~(2) Elevation, in relation to NGVD, to which any Structure has been Flood Proofed.~~
- ~~(3) Certification by a registered engineer or architect that the Flood Proofing methods for any nonresidential Structure meet the Flood Proofing criteria in 131-12B.~~

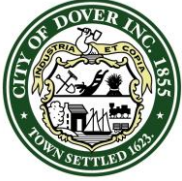
~~B. Permit review. The Planning Department shall:~~

- ~~(1) Review all Development permits to determine that the permit requirements of this chapter have been satisfied.~~
- ~~(2) Review all Development permits to determine that all necessary permits have been received from those governmental agencies from which approval is required by federal or state law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. It shall be the responsibility of the applicant to certify these assurances to the Planning Department.~~

~~C. The Planning Department shall review all Development permits to determine if the proposed Development adversely affects the Flood carrying capacity of the Areas of Special Flood Hazard. For purposes of this chapter, "adversely affects" means that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the Water Surface Elevation of the Base Flood more than one (1) foot at any point within the community.~~

~~113-7. Use of Other Base Flood Data.~~

~~When the Base Flood elevation data has not been provided in accordance with 113-3, the Department of Planning and Community Development shall establish said Base Flood elevation data by the following means: obtain, review and reasonably utilize any Base Flood elevation data available from a federal, state or other competent source.~~



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~~113-8. Information to be Obtained and Maintained.~~ [Amended on 04-20-2005 by Ord. No. 13-2005]

~~B. The Department of Planning and Community Development shall maintain and record for public inspection the certification of Flood Proofing required in 113-12B and the as-built elevation, in relation to NGVD, of the Lowest Floor, including the Basement, of all new or substantially improved Structures and shall include whether or not such Structures contain a Basement and, if the Structure has been Flood Proofed, the as-built elevation, in relation to Mean Sea Level, to which the Structure was Flood Proofed. This information must be furnished by the applicant.~~

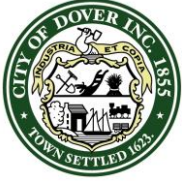
~~C. In Areas of Special Flood Hazard, the Department of Planning and Community Development shall determine the Base Flood elevation in the following order of precedence according to the data available:~~

- ~~(1) In Zone AE, refer to the elevation data provided in the community's Flood Insurance Study and accompanying FIRM or FHBM. [Amended 04-20-2005 by Ord. No. 13-2005]~~
- ~~(2) In unnumbered A Zones, the Building Inspector shall obtain, review and reasonably utilize any 100 Year Flood elevation data available from any federal, state or other source including data submitted for Development proposals (i.e. subdivisions, site review plans, etc.) to the community.~~
- ~~(3) In Zone AO, the Base Flood elevation is determined by adding the elevation of the Highest Adjacent Grade to the depth number specified on the FIRM or, if no depth number is specified on the FIRM, or if no depth number is specified, at least two (2) feet.~~

~~D. The Department of Planning and Community Development shall maintain for public inspection all records pertaining to the provisions of this Chapter.~~

~~113-9. Alteration of Watercourses.~~

~~A. In Riverine situations, prior to the alteration or relocation of a watercourse, the applicant for such authorization shall notify the Wetlands Board of the New Hampshire Environmental Services Department and the New Hampshire Water Resource Board and submit copies of such notification to the Planning Board in the form of a Conditional Use application, in addition to the copies required by RSA 482-~~



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~~A:3. Further, the applicant shall be required to submit copies of said notification to those adjacent communities as determined by the Planning Department, including notice of all scheduled hearings before the NH Wetlands Board, and notice of scheduled hearings before the Planning Board for Conditional Use Permits as required by Dover Code, Chapter 170, Zoning, Article VII, Section 170-27, Conservation District & Section 170-27.1, Wetland Protection District.~~

~~B. The applicant shall submit to the Planning Board, in the form of a Conditional Use application, certification provided by a professional engineer assuring that the Flood-carrying capacity of an altered or relocated watercourse can and will be maintained.~~

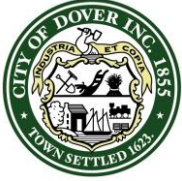
~~C. The applicant's plans and certifications shall comply with all provisions of Article IV, section 113-13 of this regulation.~~

113-10. Interpretation of Boundaries.

~~A. The Department of Planning and Community Development shall make interpretations, where needed, as to the exact location of the boundaries of the Area of Special Flood Hazard in a construction proposal; for example, where there appears to be a conflict between a mapped boundary and actual field conditions. To assist in this determination, the applicant may be required to submit an accurate site plan showing Flooding relationships, including elevations.~~

~~B. To determine accurately if a Structure is located in an Area of Special Flood Hazard, the owner or applicant may hire a licensed land surveyor or certified engineer to measure the distance from a physical feature on the FIRM or Flood Boundary and Floodway Map to the Structure's location.~~

~~C. The Structure is considered borderline if it is located within 100 feet of a boundary. A certified engineer shall compare the 100-Year Flood elevation and the lowest ground elevation at the borderline Structure's location to determine if the Structure is in or out of the Flood hazard area. If the engineer certifies the Structure as out of the Flood hazard area, but the Planning or Engineering Department have historic or other data that confirms the property is prone to Flooding, the Planning Department may request a Letter of Map Amendment from FEMA.~~



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ARTICLE IV

FLOODPLAIN HAZARD REDUCTION

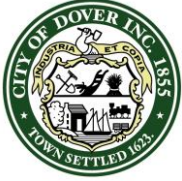
113-11. General Standards.

~~In all Areas of Special Flood Hazard, the following standards are required:~~

~~A. Anchoring~~

- ~~(1) All new construction and Substantial Improvements shall be designed or modified and adequately anchored to prevent flotation, collapse or lateral movement of the Structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.~~
- ~~(2) All Manufactured Homes to be placed or substantially improved within Areas of Special Flood Hazard shall be elevated on a permanent foundation, such that the Lowest Floor of the Manufactured Home is at or above the Base Flood level, and shall be securely anchored to resist flotation, collapse or lateral movement by providing over the top or frame ties to ground anchors. Specific requirements shall be that:
 - ~~(a) Over the top ties shall be provided at each of the four (4) corners of the Manufactured Home, with two (2) additional ties per side at intermediate locations, with Manufactured Homes less than fifty (50) feet long requiring one (1) additional tie per side, or;~~
 - ~~(b) Frame ties shall be provided at each corner of the home, with five (5) additional ties per side at intermediate points, with Manufactured Homes less than fifty (50) long requiring four (4) additional ties per side.~~
 - ~~(c) All components of the anchoring system shall be capable of carrying a force of four thousand eight hundred (4,800) pounds.~~
 - ~~(d) Any additions to the Manufactured Home shall be similarly anchored.~~~~

~~B. Construction materials and methods~~



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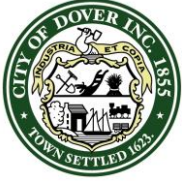
- ~~(1) All new construction and Substantial Improvements shall be constructed with materials resistant to Flood damage.~~
- ~~(2) All new construction and Substantial Improvements shall be constructed using methods and practices that minimize Flood damage.~~
- ~~(3) All new construction and Substantial Improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of Flooding.~~

~~C. Utilities~~

- ~~(1) The applicant shall provide the Office of Planning and Community Development with assurance that all new and replacement water supply systems, including on-site systems, shall be designed to minimize or eliminate infiltration of Flood waters into the system.~~
- ~~(2) The applicant shall provide the Office of Planning and Community Development with assurance that new and replacement sanitary sewerage systems, including on-site systems, shall be designed to minimize or eliminate infiltration of Flood waters into the systems and discharge from the systems into the Flood waters.~~
- ~~(3) The applicant shall provide the Office of Planning and Community Development with assurance that on-site waste disposal systems shall be located to avoid impairment to them or contamination from them during Flooding.~~

~~D. Subdivision proposals~~

- ~~(1) All subdivision proposals shall be consistent with the need to minimize Flood damage.~~
- ~~(2) All subdivision proposals shall have public utilities and facilities, such as sewer, gas, electrical and water systems, located and constructed to minimize Flood damage.~~
- ~~(3) All subdivision proposals shall include adequate drainage paths to guide Flood waters around and away from the proposed Structures and to reduce exposure to Flood damage.~~
- ~~(4) Base Flood elevation data shall be provided for subdivision proposals and other proposed Development which contains at least fifty (50) lots or five (5) acres, whichever is less.~~



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~~113-12. Specific Standards.~~

~~In all Areas of Special Flood Hazard where Base Flood elevation data has been provided as set forth in 113-3 and 113-7, the following provisions are required:~~

~~A. Residential construction, new construction and Substantial Improvement of any residential Structure shall have the Lowest Floor, including the Basement, elevated to or above Base Flood elevation.~~

~~B. All new construction or Substantial Improvements of nonresidential Structures have the Lowest Floor, (including Basement) elevated to or above the 100-Year Flood level; or together with attendant utility and sanitary facilities, shall:~~

~~(1) Be Flood Proofed so that below the 100-Year Flood elevation the Structure is watertight with walls substantially impermeable to the passage of water;~~

~~(2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy; and~~

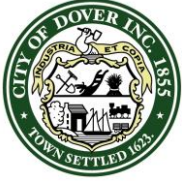
~~(3) Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this section.~~

~~C. MANUFACTURED HOMES.~~

~~(1) Manufactured Homes shall be anchored in accordance with 113-11A(2) of this Chapter.~~

~~(2) For new Manufactured Home parks and Manufactured Home subdivisions; for expansions to existing Manufactured Home parks and Manufactured Home subdivisions; for existing Manufactured Home parks and Manufactured Home subdivisions where the repair, reconstruction or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement has commenced; and for Manufactured Homes not placed in a Manufactured Home park or Manufactured Home subdivision.~~

~~(a) Stands or lots are elevated on compacted fill or on pilings so that the Lowest Floor of the Manufactured Home will be at or above the Base Flood level.~~



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~~(b) Adequate surface drainage and access for a hauler are provided.~~

~~(c) In the instance of elevation on pilings, lots are large enough to permit steps; piling foundations are placed in stable soil no more than ten (10) feet apart and reinforcement is provided for pilings more than six (6) feet above the ground level.~~

~~(3) Recreational Vehicles placed on sites within zone AE shall either: [Amended on 04 20 2005 by Ord. No. 13 2005]~~

~~(a) Be on the site for fewer than 180 days;~~

~~(b) Be fully licensed and ready for highway use; or~~

~~(c) Meet all standards of section 60.3(b)(1) of the National Flood Insurance Program Regulations and the elevation and anchoring requirements for "Manufactured Homes" in section 60.3(c)(6) of said regulations.~~

~~D. For all new construction and Substantial Improvements, fully enclosed areas below the Lowest Floor that are subject to Flooding are permitted, provided that the enclosed areas meet the following requirements:~~

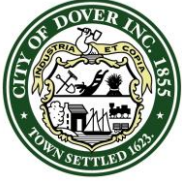
~~(1) The enclosed area is unfinished or Flood resistant, usable solely for parking of vehicles, building access or storage.~~

~~(2) The area is not a Basement.~~

~~(3) The area shall be designed to automatically equalize hydrostatic Flood forces on exterior walls by allowing for the entry and exit of Flood waters. Designs for meeting this requirement must either be certified by a professional engineer or architect or must meet or exceed the following minimum criteria:~~

~~(a) A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to Flooding shall be provided.~~

~~(b) The bottom of all openings shall be no higher than one (1) foot above grade.~~



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~~(c) Openings may be equipped with screens, louvers or other coverings or devices, provided that they permit the automatic entry and exit of Flood waters.~~

~~E. Proposed Structures to be located on slopes in Areas of Special Flood Hazard Zone AO shall include adequate drainage paths to guide Flood waters around and away from the proposed Structures.~~

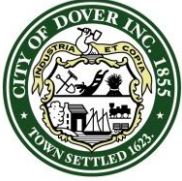
~~113-13. Floodways.~~

~~Located within Areas of Special Flood Hazard established in 113-3 and 113-9 are areas designated as Floodways. Since the Floodway is an extremely hazardous area due to the velocity of Flood waters which carry debris, potential projectiles and erosion potential, the following provisions apply.~~

~~A. Along watercourses that have a designated Regulatory Floodway, no encroachments, including fill, new construction, Substantial Improvements and other development, are allowed within the designated Regulatory Floodway that would result in any increase in Flood levels within the community during the Base Flood discharge. In Zone A, the Planning Department shall obtain, review and reasonably utilize any Floodway data available from a federal, state or other source as criteria for requiring that Development meet the Floodway requirements of this subsection.~~

~~B. Along watercourses that have not had a Regulatory Floodway designated, on new construction, Substantial Improvements or other Development(including fill), shall be permitted within Zone AE on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the surface water elevation of the Base Flood more than one (1) foot at any point within the community. [Amended on 04-20-2005 by Ord. No. 13-2005]~~

~~C. If Subsection A is satisfied, all new construction and Substantial Improvements shall comply with all applicable Flood hazard reduction provisions of this Article III.~~



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~~ARTICLE V~~

~~VARIANCES AND APPEALS~~

~~113-14. Variances and Appeals.~~

~~A. Any order, requirement, decision or determination of any official of the Planning Department made under this chapter may be appealed to the Zoning Board of Adjustment as set forth in RSA 676:5.~~

~~B. If the applicant, upon appeal, requests a variance as authorized by RSA 674:33, I(b), the applicant shall have the burden of showing, in addition to the usual variance standards under NH statute:~~

~~(1) That the variance will not result in increased Flood heights, additional threats to public safety, or extraordinary public expense.~~

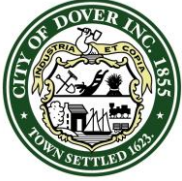
~~(2) That if the requested variance is for activity within a designated Regulatory Floodway, no increase in Flood levels during the Base Flood discharge will result.~~

~~(3) That the variance is the minimum necessary, considering the Flood hazard, to afford relief.~~

~~C. The Zoning Board of Adjustment shall notify the applicant in writing that: (i) the issuance of a variance to construct below the Base Flood level will result in increased premium rates for Flood insurance up to amounts as high as twenty five (\$25.00) dollars for one hundred (\$100.00) dollars of insurance coverage, and (ii) such construction below the base level increases risks to life and property. Such notification shall be maintained with a record of all variance actions.~~

~~D. The Planning Department shall:~~

~~(1) Maintain a record of all variance actions, including their justification for their issuance, and;~~



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.1

Ordinance Number: **O – 2015.08.26 – 018**
Ordinance Title: **Floodplain Development**
Chapter: **113**
Section:

(2) ~~Report such variances issued in its annual or biennial report submitted to FEMA's Federal Insurance Administrator.~~

TO BE REFERRED TO PUBLIC HEARING

3. TAKES EFFECT

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

AUTHORIZATION

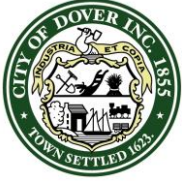
Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Councilor Garrison Planning Board Representative
Approved as to Legal Form and Compliance:	Anthony Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		

DOCUMENT HISTORY:

First Reading Date:	08/26/2015	Public Hearing Date:	09/09/2015
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

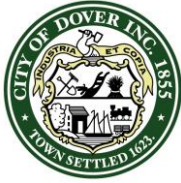
CITY OF DOVER - ORDINANCE

Agenda Item#: 12.A.1

Ordinance Number: **O – 2015.08.26 – 018**
Ordinance Title: **Floodplain Development**
Chapter: **113**
Section:

ORDINANCE BACKGROUND MATERIAL:

As the City Council approved the inclusion of Floodplain Development in Chapter 170 at its August 12, 2015 meeting, then Chapter 113 is outdated and/or redundant and must be removed from the Code.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2015.08.26 – 119**
Resolution Re: **Charter Amendment – School Board Elections**

WHEREAS: Amendments to City Charters can only be made by a vote of the citizenry; and

WHEREAS: The Charter currently requires seven members to serve on the School Board, all “at-large”; and

WHEREAS: A citizens petition committee has retained the requisite number of registered Dover voter signatures pursuant to RSA 49-B:5,II, as certified by the Dover City Clerk, to amend the Charter to have Ward elections for the School Board.

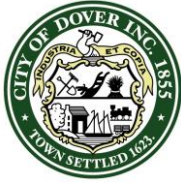
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND DOVER CITY COUNCIL:

The Dover City Council orders a public hearing be held on this proposed charter amendment on Wednesday, September 9, 2015 commencing at 7:00 p.m. at City Hall, with notice provided pursuant to RSA 49-B:5, V.

REFER TO A PUBLIC HEARING

AUTHORIZATION

Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Councilor Catherine Cheney
Approved for Legal Form and Compliance:	Anthony Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu		



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.1.

Resolution Number: **R – 2015.08.26 – 119**
Resolution Re: **Charter Amendment – School Board Elections**

DOCUMENT HISTORY:

First Reading Date: 08/26/2015	Public Hearing Date: 09/09/2015
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

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

RESOLUTION BACKGROUND MATERIAL:

See attached Petition Blank with proposed Charter Amendment question and Clerk's Certificate of Petition's sufficiency.

We, the undersigned, registered voters of the City of Dover, New Hampshire, seek to place the following Charter question on the November, 2015 Dover Municipal Ballot:

QUESTION: Should the municipality amend the City Charter to elect the School Board Members one member from each Ward with one Member at-large?

VOTER INFORMATION: A “Yes” vote means you are in favor of updating the Charter to have Ward Elections for School Board Members.

C4-2. School Board.

There shall be a School Board consisting of seven members, one member from each ward and one member elected at large. The term of the office shall begin upon the member's election and qualification and end upon the election and qualification of the member's successor.

C4-4. Qualification of Members.

In order to be qualified to be a candidate for election as School Board Member, a person must be a duly qualified voter in the city and a resident of the city. In order to be a candidate for election as a School Board Member from a Ward, in addition to the aforementioned qualifications, a person must be a resident of the ward from which he or she is seeking election. In the event that the ward boundaries are redistricted in conjunction with the Municipal Election said Ward candidate is elected which may result in removing them from said ward, the candidate shall be allowed to serve out their term as the representative of the Ward to which they are elected for one term.

Please fill out legibly as the information needs to be verified by the City Clerk.

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Karen S. Lavertu
City Clerk/Tax Collector



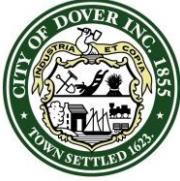
Central Avenue
Dover, NH 03820
(603) 516-6020

August 24, 2015

TO Citizens Connect, Contact Catherine Cheney:

The petition handed in on August 14, 2015 to change the election of School Board Membership from all at large to Six wards and one at large representation has been found to Be sufficient. I found that the petition contained the required 872 signatures of registered Voters in Dover, NH.


Karen S. Lavertu
City Clerk//Tax Collector, Dover, NH



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2015.08.26 - 120**

Resolution Re: **Charter Amendment – Legal Officer**

WHEREAS: Amendments to City Charters can only be done by a vote of the citizenry; and

WHEREAS: The Charter currently has the City Attorney reporting to the City Manager, and

WHEREAS: A citizens petition committee has retained the requisite number of registered Dover voter signatures pursuant to RSA 49-B:5,II, as certified by the Dover City Clerk, to amend the Charter to have the City Attorney report to the City Council.

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

The Dover City Council orders a public hearing be held on this proposed charter amendment on Wednesday, September 9, 2015 commencing at 7:00 p.m. at City Hall with notice provided pursuant to RSA 49-B:5, V.

AUTHORIZATION

Approved as to Funding:

Daniel R. Lynch
Finance Director

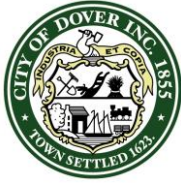
Sponsored by:

Councilor Catherine Cheney

Approved for Legal Form and
Compliance:

Recorded by:

Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.2.

Resolution Number: **R – 2015.08.26 - 120**
Resolution Re: **Charter Amendment – Legal Officer**

DOCUMENT HISTORY:

First Reading Date: 08/26/2015	Public Hearing Date: 09/09/2015
Approved Date:	Effective Date:

DOCUMENT ACTIONS:

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

RESOLUTION BACKGROUND MATERIAL:

See attached Petition Blank with proposed Charter Amendment question and Clerk's Certificate of Petition's sufficiency.

We, the undersigned, registered voters of the City of Dover, New Hampshire, seek to place the following Charter question on the November, 2015 Dover Municipal Ballot:

QUESTION: Should the municipality amend the City Charter to have the City Attorney report to the City Council?

VOTER INFORMATION: A “Yes” vote means you are in favor of updating the Charter to have the City Attorney report to the City Council.

C5-10. Legal Counsel.

There shall be a Legal Counsel, City Attorney, of the city, appointed by the City Council, who shall serve as chief legal advisor to the City Council, the City Manager and all city departments, offices and agencies, shall represent the city in legal proceedings and shall perform any other duties prescribed by this Charter or by ordinance. The Legal Counsel shall report to the City Council and may be removed from office by a majority vote of the Council.

Please fill out legibly as the information needs to be verified by the City Clerk.

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Name: _____ Address: _____ Signature: _____

Karen S. Lavertu
City Clerk/Tax Collector



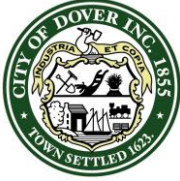
Central Avenue
Dover, NH 03820
(603) 516-6020

August 24, 2015

TO Citizens Connect, Contact Catherine Cheney:

The petition handed in on August 14, 2015 to have the City Attorney report to the City Council has been found to be sufficient. I found that the petition contained the required 872 signatures of registered voters in Dover, NH.

Karen S. Lavertu
City Clerk/Tax Collector, Dover NH



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2015.08.26 – 115**

Resolution Re: **Geographic Name Change – Cocheco River**

- WHEREAS: The U.S. Board on Geographic Names is responsible by law for standardizing geographic names for use by the departments and agencies of the Federal government; and
- WHEREAS: The Board has received a proposal to change the name of Cocheco River to Cochecho River; and
- WHEREAS: Because local opinion is very important to the Board, they would like the City's opinion concerning this name issue; and
- WHEREAS: In order for the Board to review all responses and vote on this issue, they ask that the City respond with an opinion by November 15, 2015.

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

That the City Council hold a public hearing for the citizens to weigh in their opinion as to this name change and then send the record of the hearing and its vote to the U. S. Board on Geographic Names.

TO BE REFERRED TO A PUBLIC HEARING

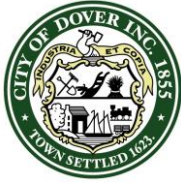
AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Mayor Karen Weston
By request

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

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.3.

Resolution Number: **R – 2015.08.26 – 115**
Resolution Re: **Geographic Name Change – Cocheco River**

DOCUMENT HISTORY:

First Reading Date: 08/26/2015	Public Hearing Date: 09/09/2015
Approved Date:	Effective Date:

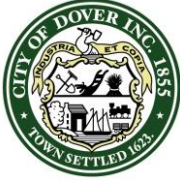
DOCUMENT ACTIONS:

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:

The spelling of Cocheco River was originally “Cochecho River” (Native American word meaning “swift, foaming water”).

When Dover Manufacturing Company was reincorporated in 1828, they wanted to change the name of the company to Cochecho Manufacturing Company, but a clerical error in the NH Secretary of State’s office at that time resulted in the name being recorded as the Cocheco Manufacturing Company (with one h). Thus that spelling became the legal name of the cotton manufactory and, over time, was adopted as the spelling for the river as well.



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.4.

Resolution Number: **R – 2015.08.19 – 112**

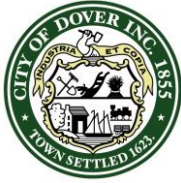
Resolution Re: **Acceptance of Development Agreement Between the City of Dover and Kostis Enterprises, LLC**

- WHEREAS: The City of Dover is committed to development as part of its economic development goals and objectives in order to create a vibrant city; and
- WHEREAS: Kostis Enterprises, LLC (also “Developer”), the developer and/or anticipated owner of property located at Tax Map 2, Lots 4, 5, 6, 6A, 7, 8, 8A, and 9, consisting of 1.15 acres +/- along Washington Street, Locust Street, and Chestnut Street, is interested in redeveloping the property to the highest and best use; and
- WHEREAS: City staff is negotiating a Development Agreement between Kostis Enterprises, LLC and the City of Dover for the redevelopment of the property. The redevelopment of the property is projected to be valued at a minimum of \$5,000,000.00 assessed value of the land and building, increasing to at least \$8,000,000.00 over time; and
- WHEREAS: Upon Planning Board approval of the development project, satisfaction of conditions precedent, and the passing of any relevant appeal periods, the City would convey the City Parking Lot, known as Map 2, Lots 2 and 3 to the Developer for \$1.00; and
- WHEREAS: The Developer would bear the costs to design and install improvements to the intersection of Chestnut Street and Washington Street, and make parking improvements along the Washington Street side of the project; and
- WHEREAS: The Developer hopes to take advantage of the provisions of RSA 79-E, recently enacted by the City Council; and
- WHEREAS: The property will be redeveloped in a manner consistent with the City's Master Plan, and consistent with a pro-diverse economic development policy endorsed by the Dover Business and Industrial Development Authority and Planning Board.

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

The City Manager is authorized to enter into a Development Agreement with Kostis Enterprises, LLC related to development of the property along Washington Street, Locust Street, and Chestnut Street, Tax Map 2, Lots 4, 5, 6, 6A, 7, 8, 8A, and 9, consistent with the attached Term Sheet and to sign documents to be recorded with the Registry of Deeds, including any deed(s) and/or easement(s), consistent with the terms of the Development Agreement.

REFER TO A PUBLIC HEARING



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 12.C.4.

Resolution Number: **R – 2015.08.19 – 112**

Resolution Re: **Acceptance of Development Agreement Between the City of Dover and Kostis Enterprises, LLC**

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:

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:

See attached Development Agreement Term Sheet and Site Plan.

TERM SHEET

The City of Dover, New Hampshire ("City") and Kostis Enterprises (the "Developer") (collectively the "Parties") intend to enter into a Development Agreement concerning the development of certain properties in Dover, New Hampshire that the Developer intends to purchase. This Term Sheet supplements and expands the agreements in place between the City and the current Owner of the relevant properties, as described herein.

1. The Developer seeks to develop the properties known as Map 2, Lots 4, 5, 6, 6A, 7, 8, 8A and 9, consisting of 1.15 acres, more or less, and which front along Washington Street between Locust Street and Chestnut Street (the "Project Site") in Dover, New Hampshire. The Developer intends to develop the Project Site in such a way that it is more likely than not that upon completion, the assessed value of the Project Site will meet or exceed the Guaranteed Tax Assessment Values described in section 7. A more detailed agreement will be signed by the Parties with the terms set forth herein and additional terms as may be necessary and/or customary (the "Development Agreement").
2. The City and the Developer agree that this Term Sheet supplements and expands agreements between the City and the Owner (RICHARD L. ROBBINS, STANLEY B. ROBBINS AND JUDITH E. WEISNER, Trustees of the SIDNEY ROBBINS FAMILY TRUST, a New Hampshire irrevocable trust and 104 WASHINGTON STREET LLC). The Owner's duties and rights to develop the Project Site will be transferred/assigned to the Developer pursuant to a purchase and sales agreement between the Developer and the Owner. Provisions from those agreements all continue in full force and effect, except as otherwise provided in the forthcoming Development Agreement. Those agreements and this Term Sheet shall be read in concert and interpreted, whenever possible, in accord so as to give full force and effect to their terms.
3. The Developer shall obtain final, unappealable site plan approval for the full build-out of the Project Site, including development of the City Parking Lots by May 1, 2016, unless extended with the consent of the City which shall not be unreasonably withheld. If such approvals lapse for a period in excess of thirty (30) days, either party may terminate their obligations or the parties may provide for additional time, depending on the circumstances at that time.
4. In the event that the development of the Project Site is approved by the Dover Planning Board, all conditions precedent related to such approval have been satisfied, and all applicable appeal periods have expired, the City shall convey, by quitclaim deed, the parcels known as Map 2 lots 2 and 3 (the "City Parking Lots") to the Developer for \$1.00.

Following conveyance, the City shall continue to have the exclusive right to use the City Parking Lots for motor vehicle parking, at no cost to the City, until such time as the Developer commences construction on the City Parking Lots. The City shall plow and maintain the City Parking Lots and indemnify and hold harmless the Developer for any injuries, damages, losses, fees, expenses and costs for so long as it continues its use of the City Parking Lots.

5. Prior to the signing of the Development Agreement, and at Developer's cost, the Developer shall have its engineer design the improvements for the intersection of Chestnut Street and Washing Street, as well as angled parking spaces on the Washington

Street side of the Project Site (the “Off Site Improvements”) to the satisfaction of the City. The amount and location of property to be conveyed to the City shall be agreed to by the Developer and the City. The City Engineer and the Developer’s engineer shall determine the costs of the Off Site Improvements on or before September 1, 2015. If the Off Site Improvement Costs are acceptable to Developer in its sole discretion, then the Developer shall contribute a sum equal to one hundred fifteen percent (115%) of such cost (the “Contribution”), to the City within ninety (90) days of the final determination of such cost. Failure to timely provide the Contribution shall result in termination of the Development Agreement.

If the Off Site Improvement Costs are unacceptable to the Developer, then Developer may terminate negotiations regarding the Development Agreement, and this term sheet shall be of no force or effect.

6. Once the Contribution has been delivered to the City by the Developer, the City shall cause the commencement of construction of the Off Site Improvements, using said Contribution, by no later than one (1) year following the receipt of the Contribution, and shall cause the Off Site Improvements to be diligently completed. The City shall supervise the construction of the Off Site Improvements, and may employ third party construction managers, to assist with such supervision. The Developer shall not be responsible for any costs associated with the Off Site Improvements in excess of the Contribution, and the City shall bear all costs in excess of the Contribution. If any portion of the Contribution remains following satisfactory completion and acceptance of such Off Site Improvements by the City, such portion shall be remitted to the Developer.
7. No construction work on the Project Site shall be commenced until the entirety of the existing building on the Project Site is demolished and the City is conveyed all property required to accommodate the Off Site Improvements, including the land required to accommodate the Chestnut Street-Washington Street intersection improvements.

No Building Permit shall be issued for construction of a new structure on the Project Site, prior to the payment of the Contribution by the Developer.

The parking spaces shall be metered and managed as part of the City’s parking management program.

8. The Developer shall hold meetings with the abutters prior to the Planning Board approval, commencement of construction and the issuance of a building permit. These meetings shall be noticed to the City, and use the same abutter list generated for the site plan submission to the Planning Board. The Developer shall invite the City and provide a copy of the attendance list to the City upon completion of the meeting.
9. As part of the development of the Project Site, the Developer desires to enter into a five year period where the taxes for the Project Site shall be set, as per New Hampshire RSA 79-E, at the assessed value for the Project Site in place at the time of the signing of this Term Sheet. The Dover City Council has enacted the provisions of RSA 79-E, and the Developer, at its election, may apply for such tax relief. Adoption of RSA 79-E by the City is not a guarantee that the City will grant the Developer such requested relief if the application fails to meet requirements under RSA 79-E. Any tax relief granted shall be

consistent with and in compliance with RSA 79-E. If granted, the period of tax relief pursuant to RSA 79-E shall commence upon the issuance of the first certificate of occupancy for any building to be developed on the Project Site (including a partial certificate of occupancy for that building); the parties agreeing that such certificate or partial certificate constitutes completion of a replacement structure for purposes of RSA 79-E:5.

- a. Beginning with Tax Year 2022 (assessment as of April 1, 2021 and first payment due December 1, 2021), and through the Tax Year 2026, the minimum Guaranteed Tax Assessment Value for the Project Site shall be five million dollars (\$5,000,000.00). In Tax Year 2022 and each relevant tax year thereafter if the actual tax assessment is less than the Guaranteed Tax Assessment Value, the Developer shall owe and pay the tax shortfall to the City as if the Project Site was assessed at the Guaranteed Tax Assessment Value.
- b. Beginning with Tax Year 2027 (assessment as of April 1, 2026 and first payment due December 1, 2026), and through the Tax Year 2047, the minimum Guaranteed Tax Assessment Value for the Project Site shall be eight million dollars (\$8,000,000.00). In Tax Year 2027 and each relevant tax year thereafter if the actual tax assessment is less than the Guaranteed Tax Assessment Value, the Developer shall owe and pay the tax shortfall to the City as if the Project Site was assessed at the Guaranteed Tax Assessment Value.
- c. The parties acknowledge that upon issuance of certificates of occupancy for the improvements developed on the Project Site, the City will establish the actual assessment value of each respective improvement for which a certificate of occupancy is sought. During the period that the Guaranteed Tax Assessment Value for the Project Site is in place, if the actual assessment value for the Project Site decreases more than twenty-five percent (25%) from the most recent establishment of the actual assessment value of the Project Site in any five year period, and provided that the resulting actual assessment value is less than the Guaranteed Tax Assessment Value, the parties agree to discuss whether and how to continue with the Developer's obligations to pay ad valorem taxes based on the Guaranteed Tax Assessment Value for the Project Site, but the City is not required to grant any such relief.

The Guaranteed Tax Assessment Value obligations set forth above, shall replace those obligations pertaining to Guaranteed Assessed Value in Section 5.01 of the Development Agreement referenced above in Paragraph 2. This document will be an exhibit in the final agreement reached between the parties.

10. The Developer shall convey to the City a Performance Mortgage or other such surety satisfactory to the City, to secure the Developer's Guaranteed Tax Assessment obligations.
11. The City Manager shall obtain approval to execute a Development Agreement consistent with the terms and conditions in this term sheet. Any terms or conditions in the Development Agreement that represent changes or additions to the terms and conditions in this term sheet shall be subject to the consent and approval of the City, acting by and through its City Manager. Changes or additions considered material by the

City Manager, in the City Manager's sole discretion, shall require approval by the City Council.



**PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE**



Check(☒) the type of application:

RAFFLE* ☒, TAG* _____, BLOCK PARTY** ☒,

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

Organization Name: Dover Main Street

Federal Tax ID number for Organization: 020509406

Check (☒) Nature of Organization:

Religious _____, Educational _____, Charitable _____, Civic ☒, Sports _____, Veterans _____, Fraternal or Political _____, Other _____
(Describe) Dover Main Street's purpose is to support the downtown businesses and citizenbase through events and support

Contact Person: Eric Hagman

Day Time Telephone: 603-978-6213

Address: 205 Silver Street

Email eric.hagman@comcast.net

Purpose of Permit: Requesting permission to hold the 2015 Irish festival and Raffle on the day of the Festival

Date of Event: September 26, 2015 Specific Time: 11 AM through 8 PM

Location of Event: Henry Law Park and Rotary Pavillion/Band Shell

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

Prize (s) To Be Awarded: Trip to Ireland and other donated Prizes

Cost of Ticket: \$1 dollar to \$10 dollars Date of Drawing: September 26, 2015

Place of Drawing: At the Festival during the festival and completed before the end of the festival

* 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): Requesting some parking space closures on Henry Law Avenue - see map

Police Department Block Party Approval Signature: _____

Printed Name: Sgt. Mark 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: Eric Hagman

DATE: 8/4/2015

(duly authorized)

PRINTED NAME: Eric Hagman

Licensing Board Approval [Signature]

Date: 8/19/15



* Police Detail HAS ALSO BEEN REQUESTED... (PAID)



PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check(☒) the type of application:

RAFFLE* ☒, TAG* _____, BLOCK PARTY** _____,

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

Organization Name: Hopk Wood School PTA Somers north, NH

Federal Tax ID number for Organization: 02-04837021

Check (☒) Nature of Organization:

Religious____, Educational ☒, Charitable____, Civic____, Sports____, Veterans____, Fraternal or Political____, Other____
(Describe) _____

Contact Person: Kathi Hilliard Day Time Telephone: 743-3321

Address: 7 Adams Ct. Somers north, NH Email kah1102@comcast.net

Purpose of Permit: Raffle for fundraiser

Date of Event: 9/20/15 or 9/27/15 Specific Time: 5:00 PM close

Location of Event: Margaritas, Dover, NH

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

Prize (s) To Be Awarded: gift cards, baskets, mini golf Hilltop Fun Center

Cost of Ticket: \$1.00 per ticket Date of Drawing: 9/20/15 or 9/27/15

Place of Drawing: Margaritas Dover, NH

* 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: Kathi Hilliard DATE: 8/21/15
(duly authorized)

PRINTED NAME: Kathi Hilliard

Licensing Board Approval [Signature] Date: 8/25/15



**PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE**

Check(☒) the type of application:

PARADE** X , ROAD TOLL*** , Yes I Can 5k

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

Organization Name: Dover High School Unified
Federal Tax ID number for Organization: 02-6-000230

Check(☒) Nature of Organization:

Religious , Educational ☒ , Charitable ☒ , Civic , Sports , Veterans , Fraternal or Political , Other

Name/Description of Event (if applicable): Annual Yes I Can 5k Road Race

Contact Person: MJ Hippen Day Time Telephone: 603 707 7833

Address: 64 Victoria Dr Somersworth NH Email m-hippen@dover.k12.nh.us

Date of Event: 11/8/15 Specific Time: 11:00 am

Location of Event (if parade, attach course description or map): Dover High School - Copy of course enclosed

*****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: Sgt. Marn Speidel 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: _____

Police Department Road Toll Approval Signature: _____

Printed Name: _____

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.

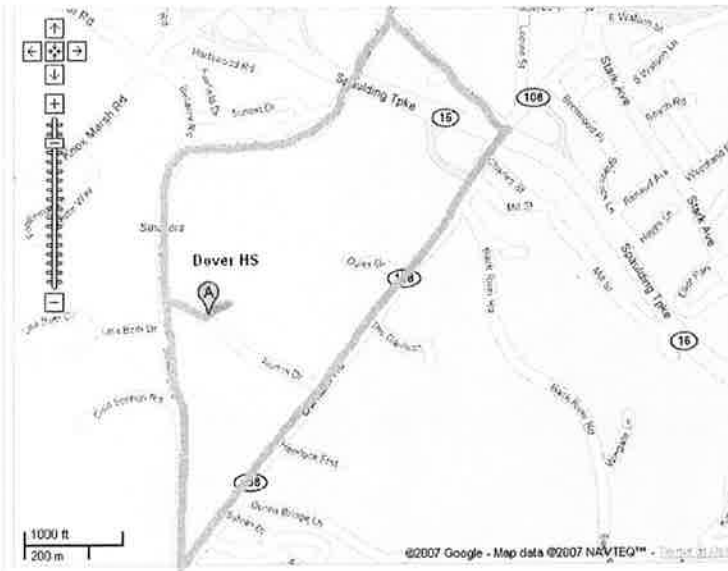
I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE AND CORRECT. I UNDERSTAND THAT THIS PERMIT IS ISSUED BY THE CITY COUNCIL per the provisions of RSA 287-A, RSA 31:91 and/or RSA 286 and I agree to abide by the same.

SIGNATURE OF APPLICANT: Mary Jean Hippen DATE: 8/13/15

(duly authorized)

PRINTED NAME: Mary Jean Hippen

Licensing Board Approval APD Date: 8/21/15



Begin our USATF certified course (# NH 07013RF) at Dover High School on Alumni Drive and continue:

- Right onto Bellamy Road
- Right onto Cataract Ave
- Right onto Rutland St
- Right onto Rte. 108
- Right onto Bellamy Road
- Right onto Alumni Drive



PERMIT APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check(✓) the type of application:

PARADE**X, ROAD TOLL***_____

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

Organization Name: HORN STREET SCHOOL PARENT TEACHER GROUP

Federal Tax ID number for Organization: 27-4610691

Check(✓) Nature of Organization:

Religious____, EducationalX, Charitable____, Civic____, Sports____, Veterans____, Fraternal or Political____, Other____

Name/Description of Event (if applicable): HORN STREET SCHOOL 5K RUN / 2 mile walk

Contact Person: Mr. Fergus Cullen

Day Time Telephone: 603 520 5450

Address: 152 Boxwood Ln.

Dover, NH 03820

Email FERGUS@FERGUSCULLEN.COM

Date of Event: 9/20/15

Specific Time: 9:00 AM

Location of Event (if parade, attach course description or map): HORN ST. SCHOOL

*****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: Sgt. Mark Speidel

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: _____

Police Department Road Toll Approval Signature: _____

Printed Name: _____

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: _____

DATE: 8/24/15

(duly authorized)

PRINTED NAME: FERGUS CULLEN

Licensing Board Approval _____

Date: 8/28/15

2 MILE WALK: Same start and finish and follow the same loop, but take a short cut on Whittier Street.

Attributes: loop, mixed flat & hills, sidewalks

Total elevation change: 121 feet / 37 m



ATTN: Susan
516-6666

APPLICATION
CITY OF DOVER, NEW HAMPSHIRE

Check (✓) the type of application:

RAFFLE*____, TAG*✓, PARADE**____, BLOCK PARTY**____, ROAD TOLL***____,
Fill In Completely and Return To City Clerk -- PLEASE NO LATER THAN 30 DAYS PRIOR TO EVENT

Organization Name: Dover Little Green Choorleading
Federal Tax ID number for Organization: 26-2543466

Check (✓) Nature of Organization:

Religious____, Educational____, Charitable____, Civic____, Sports✓, Veterans____, Fraternal or Political____, Other____

(Describe) Tagging For Youth Sport League

Contact Person: Diane McComb Day Time Telephone: 436-6111 x132 or 866-1811

Address: 8 Deepwood Drive Email: dianemcomb@comcast.net

Purpose of Permit: League Fundraiser

Date of Event: Sept 12, 13, 14 Specific Time: Sept 12 4-8 p / Sept 13 8A-8p / Sept 14 8-11p

Location of Event: Various spots around Dover

RAFFLE PERMIT ONLY

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.doi.nh.gov/charitable-trusts/faq.htm>

PARADE
PERMITS &
BLOCK

PARTIES ONLY

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

Police Department Parade Route/Block Party Approval Signature: _____

Printed Name: _____ Check Here If Parade Route Is Attached: _____

ROAD TOLL ONLY

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

Road Toll Location: _____

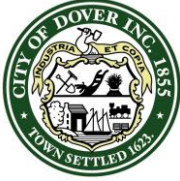
Police Department Road Toll Approval Signature: _____

Printed Name: _____

Licensing Board Approval AP Date: 8/28/15

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: Diane McComb DATE: 8/28/15



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2015.09.09 - 121**

Resolution Re: **Approval of Great Bay Rowing Lease Butler Building**

WHEREAS: Great Bay Rowing seeks to renew its Lease Agreement with the City of Dover in order to conduct rowing activities on the Cocheco River; and

WHEREAS: The location the Leased Premises is the Butler Building, River Street, Dover, New Hampshire, which contains 2,080 square feet.

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

The City Manager is authorized to sign a Lease Agreement with Great Bay Rowing for a term from September 1, 2015 to August 31, 2016, for the rental rate of \$1.00 for the term.

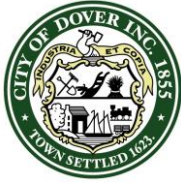
AUTHORIZATION

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
City Attorney

Recorded by: Karen Lavertu
City Clerk



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.A.6.

Resolution Number: **R – 2015.09.09 - 121**

Resolution Re: **Approval of Great Bay Rowing Lease Butler Building**

DOCUMENT HISTORY:

First Reading Date:

Public Hearing Date:

Approved Date:

Effective Date:

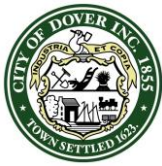
DOCUMENT ACTIONS:

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:

This Lease Agreement is to provide storage space for rowing related equipment for a rowing program on the Cocheco River for the coming season.

See Lease Agreement attached along with Exhibit A.



CITY OF DOVER

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

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between:

LESSOR: **CITY OF DOVER, NEW HAMPSHIRE**, a New Hampshire municipality with a mailing address of 288 Central Ave., Dover, New Hampshire 03820 ("Lessor");
and

LESSEE: **GREAT BAY ROWING**, a New Hampshire voluntary corporation with a mailing address of P. O. Box 846, Durham, New Hampshire 03824 ("Lessee").

IN CONSIDERATION of the payment of rent and other charges and the covenants and conditions set forth in the following Lease, Lessor and Lessee hereby agree as follows:

ARTICLE 1 - LEASED PREMISES

1.1 Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the following described premises owned by the Lessor in Dover, New Hampshire:

Interior space consisting of approximately one thousand forty (1,040) square feet (the "Leased Premises") of the 2,080 square feet, in what is known as the Butler Building, located on River Street, Dover, New Hampshire.

The Leased Premises does not include either the land lying thereunder or the exterior walls or roof of the building in which the Leased Premises are located. The Lessee understands that the other 1,040 square feet of the Butler Building is leased to the University of New Hampshire.

1.2 The Leased Premises are leased subject to all zoning regulations, restrictions, rules and ordinances, building or use restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction thereof.

ARTICLE 2 - TERM OF LEASE

The term of this Lease ("Term") commences on **September 1, 2015** and expires at midnight on **August 31, 2016**.

ARTICLE 3 - RENT

Lessee shall, through the Term of this Lease, pay to Lessor rent for the Leased Premises in the amount of **One Dollar (\$1.00)**. The rental rate includes the cost of electricity. The rental

rate for this Term is reflective, in part, of the desire of the parties to determine, on a trial basis, whether the Leased Premises is a viable location from which to operate rowing activities.

ARTICLE 4 - USE OF PREMISES

4.1 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities, and the Fire Insurance Rating organization and Board of Fire Insurance Underwriters, and any similar bodies having jurisdiction thereof, the Leased Premises shall be occupied and used for the sole purpose of **the storage of paddle water craft and related equipment** and for no other purpose without the Lessor's prior written consent.

4.2 Lessee shall not permit the use or occupancy of the Leased Premises by any party other than Lessee, its agents, employees and invitees, and shall:

(a) Not display/store merchandise/equipment outside the Leased Premises without the permission of the Lessor nor in any way obstruct the entrances and walkways; and store all trash and refuse in appropriate containers within the Leased Premises.

(b) Keep the Leased Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition.

(c) Not use the Leased Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

ARTICLE 5 - INSTALLATIONS AND ALTERATIONS

Lessee shall not make, or permit to be made, any other alterations, improvements, and/or additions of any kind or nature to the Leased Premises or any part thereof except with the prior written consent of Lessor and following submission of plans and specifications therefore. All alterations, improvements and additions to the Leased Premises shall be made in accordance with all applicable laws and shall, when made or installed, be deemed to have attached to the Leased Premises and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the Term or the earlier termination of this Lease; provided however, if before the termination of this Lease, or within 15 days thereafter, if Lessor so directs, Lessee shall promptly remove the additions, improvements, fixtures and installations which were placed in, upon or on the Leased Premises by Lessee and which are designated in the notice and shall repair any damage occasioned by such removal. In default thereof, Lessor may affect the removals and repairs at Lessee's expense.

ARTICLE 6 - INSURANCE AND INDEMNITY

6.1 Lessee, at its option, shall maintain and keep in full force fire and extended coverage insurance on its personal property in the Leased Premises.

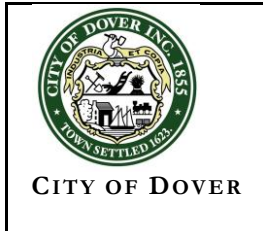
6.2 Lessee shall provide and keep in force during the term hereof, in the name of Lessor and Lessee, as their respective interests may appear, general liability insurance against any and all claims for injuries to persons or property occurring in, upon, about or from the Leased Premises, in an amount not less than \$1,000,000 in respect to injuries to any one person, not less than \$1,000,000 in respect to any one incident, and not less than \$500,000 in respect to property damage. All insurance required to be maintained by Lessee shall name Lessor as additional insureds and shall be with an insurance company satisfactory to Lessor.

6.3 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 Space;
- (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 Space or any part thereof or the ownership, occupancy or thereof.

ARTICLE 7 - COMMON PARKING AREAS AND WATER ACCESS

Lessor hereby grants to Lessee, during the term of this Lease, the nonexclusive right to use, in common with all others so entitled, the Common Parking Areas outside of the Butler Building, as shown on the map attached here to as Exhibit A. The Common Parking Areas shall be subject to the exclusive control and management of Lessor and to such rules and regulations as Lessor may from time to time adopt. Lessor hereby reserves the right at any time or from time to time to: (a) change the areas, locations and arrangement of the Common Parking Areas; (b) close any or all portions of the Common Parking Areas to such extent and for such time as it deems necessary; and (c) make changes, additions, deletions, alterations or improvements in and to such Common Parking Areas, provided that there shall be no unreasonable obstruction of Lessee's right of ingress to or egress from the Leased Premises except as provided above. In no instance shall the Lessee utilize said Common Parking Areas overnight. Lessee shall also have the right to utilize the City-owned property on which the Butler Building is located to access the Cocheco River as shown on Exhibit A, said access to be in accordance and consistent with any/all requirements of State law. The Lessor makes no warranties regarding the suitability or



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

safety of the City-owned property for access to the Cocheco River. Lessee shall have no right to alter the property to facilitate water access without the express written consent of the Lessor.

ARTICLE 8 - MECHANIC LIENS OR CLAIMS

Lessee shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might become a lien or encumbrance upon the Leased Premises or the building or the income therefrom. If any lien or notice of intention or notice of lien on account of an alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work in the Leased Premises or in the building, Lessee shall, within ten (10) days after notice of the filing thereof, cause the same to be discharged by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

ARTICLE 9 - DESTRUCTION AND RESTORATION

If the Leased Premises or the building is damaged or destroyed by fire or other casualty, then Lessor or Lessee, within ten (10) days after the occurrence of such casualty, may terminate this Lease upon written notice to the other party.

ARTICLE 10 - PROPERTY IN LEASED PREMISES

All leasehold improvements (other than Lessee's trade fixtures), shall when installed attach to the Leased Premises and become and remain the property of Lessor consistent with the provisions of Article 5. All trade fixtures shall remain the property of the Lessee, subject at all times to any Lessor's lien for rent and other sums which may become due to Lessor under this Lease or otherwise. Lessee shall be allowed to remove all trade fixtures upon termination of this Lease, provided that the Lessee is not in default in any of the terms and provisions of this Lease.

ARTICLE 11 - ACCESS TO LEASED PREMISES

Lessee shall permit Lessor or Lessor's agents to inspect or examine the Leased Premises at any reasonable time or at any time in emergencies, and shall permit Lessor to enter and make such repairs, alterations, improvements or additions in the Leased Premises or to the building of which the Leased Premises is a part, that Lessor may deem desirable or necessary. Lessor shall have the right to store in the Leased Premises any materials or equipment necessary for such repairs, alterations, improvements or additions without the storage being construed as an eviction of Lessee in whole or in part and the rent shall in no manner abate while the repairs, alterations, improvements or additions are being made.

ARTICLE 12 - SURRENDER OF LEASED PREMISES

12.1 Lessee shall deliver and surrender to Lessor possession of the Leased Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as Leased Premises are at the commencement of the Term of this Lease, ordinary wear and tear excepted.

12.2 Lessee shall remove all property and equipment of Lessee which Lessor has required in writing to be removed at the expiration or termination of this Lease. Lessee shall repair all damage to the Leased Premises caused by the removal and restore the Leased Premises to the condition in which it existed immediately before the installation of the articles so removed. Any property not removed at the expiration of the Term hereof shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor, as Lessor shall desire. Lessee's obligation to observe or perform this covenant shall survive the expiration or termination of this Lease.

ARTICLE 13 - UTILITIES/ REAL ESTATE TAXES

Lessor shall provide basic utilities in the form of electricity and heat. The cost of heating the building may be paid for by the Lessor if the storage of a City vehicle is allowed for the winter months. If the vehicle is not able to be stored in the premises then the heating costs may be borne by the Lessee. The Leased Premises is not served by water/sewer. Lessee is responsible for providing portable toilets and potable water as is needed/required. Lessee is responsible for all of its trash removal in a prompt and sanitary manner.

Lessee shall pay all properly assessed real and personal property taxes pursuant to RSA 72:23, I(b), if any. Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Lessor.

ARTICLE 14 - ASSIGNMENT

Lessee shall not, by operation or law or otherwise, assign or transfer this Lease or sublet all or any part of the Leased Premises to any other party without the prior written consent of Lessor. In the event of any assignment: (a) Lessee shall not be discharged of its obligations under this Lease but shall remain liable therefore; and (b) the assignee shall not sublet the Leased Premises or assign this Lease without Lessor's prior written consent.

ARTICLE 15 - DEFAULT BY LESSEE

15.1 Upon the happening of any one or more of the events as expressed below in (a) through (h) inclusive, the Lessor shall have any and all rights and remedies set forth in this Article 15:

(a) If Lessee fails to pay the rent, or any other sums required to be paid hereunder, whether additional rent or otherwise, within five (5) days of notice thereof from the Lessor; provided, however, that the Lessee shall be in default of this Lease if the Lessor has to provide Lessee with notice of its failure to pay rent when due more than three (3) times in any eighteen (18) month period;

(b) If a petition in bankruptcy (including all proceedings under the Bankruptcy Act) is filed against the Lessee and the petition is not dismissed within thirty (30) days from the filing thereof, or if Lessee is adjudged a bankrupt or files a bankruptcy petition;

(c) If an assignment for the benefit of creditors is made by Lessee;

(d) If an appointment by any Court of a receiver or other Court officer of Lessee's property and the receivership is not dismissed within thirty (30) days from the appointment;

(e) If Lessee removes, attempts to remove, or permits to be removed from the Leased Premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee;

(f) If Lessee, before the expiration of the Term, and without the prior written consent of the Lessor, vacates the Leased Premises or abandons the possession thereof, or uses the Leased Premises for purposes other than the purposes for which the premises are hereby leased;

(g) If an execution or other legal process is levied upon the goods, furniture, effects or other property of Lessee brought on the Leased Premises, or upon the interest of Lessee in this Lease, and the levy is not satisfied or dismissed within five (5) days from the levy;

(h) If Lessee violates any other terms, conditions and covenants of this Lease, and fails to commence and proceed with diligence and dispatch to remedy the same within Ten (10) days after written notice is given by Lessor to Lessee.

15.2 In the event of any default or breach by the Lessee as specified in Article 15.1 above, the Lessor shall have the right, at the option of Lessor, to terminate this Lease on ten (10) days prior notice to Lessee, and to thereupon re-enter and take possession of the Leased Premises with or without legal process. In the event of any such default or breach, Lessor shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the Leased Premises, or any part thereof, with or without legal process, as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable or satisfactory, in which event the rents received on such re-letting and collection, including necessary renovations and alterations of the Leased Premises, cleaning expenses, reasonable attorneys' fees and any real estate commissions shall accrue as additional rent due Lessor.

15.3 The Lessor shall have the right to remove all or any part of the Lessee's property from the Leased Premises and any property so removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Lessee, and the Lessor shall not be responsible for the care or safekeeping thereof, and the Lessee hereby waives any and all loss, destruction and/or damage or injury to Lessee's property.

15.4 Any and all rights, remedies and options given in this Lease to Lessor shall be cumulative, in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or thereafter in effect.

15.5 The waiver of Lessor or any breach of any term, condition or covenant of this Lease in one instance shall not be deemed to be a waiver of such term, condition or covenant for the duration of this Lease. The consent or approval by Lessor to or of any act by Lessee requiring Lessor's consent or approval in a single instance shall not be deemed to waive or render unnecessary Lessor's consent or approval to or of any subsequent or similar act by Lessee.

ARTICLE 16 - SIGNS

Lessee may install and maintain, at its own cost and expense, a sign provided that the location, size, color, type and installation must be approved by the Lessor in writing before installation and must conform to all applicable rules, regulations, codes and directives of governmental agencies having jurisdiction. Lessee agrees not to place any paper sign on or in any window of the Leased Premises. Lessee shall bear all costs and liabilities related to the installation, maintenance, repair, and operation of any signs allowed by the Lessor.

ARTICLE 17 - ENVIRONMENTAL COMPLIANCE

17.1 Lessee and its agents and employees shall use the Leased Premises and conduct any operations thereon in compliance with all applicable federal, state, and local environmental statutes, regulations, ordinances and any permits, approvals or judicial or administrative orders issued thereunder.

17.2 Lessee covenants that:

(a) No hazardous substances shall be generated, treated, stored or disposed of, or otherwise deposited in or located on the Premises, including without limitation, the surface and subsurface waters of the Leased Premises;

(b) No activity shall be undertaken on the Leased Premises which would cause:

(1) the Leased Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise cause the Leased Premises to be in violation of the

Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar law or local ordinance;

(2) a release or threatened release from any source on the Leased Premises of Hazardous Substance within the meaning of, or otherwise cause the Leased Premises to be in violation of, the Comprehensive Environmental Response Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq., or any similar law or local ordinance or any other environmental law; or

(3) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any pollution emissions, which would be in violation of any permit Lessee may receive pursuant to the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. Section 1251 et seq., or the Clean Air Act ("CAA"), 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance;

(c) There shall be no substance or conditions in or on the Premises which may support a claim or cause of action under RCRA, CERCLA, any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements or under any common law claim relating to environmental matters, or could result in recovery by any governmental or private party or remedial or removal costs, natural resources damages, property damages, damages in personal injuries or other costs, expenses or damages, or could result in injunctive relief arising from any alleged injury or threat of injury to health, safety, or the environment; and

For purposes of this Lease, "Hazardous Substances" shall mean any and all hazardous or toxic substances, hazardous constituents, contaminants, wastes, pollutants or petroleum (including without limitation crude oil or any fraction thereof), including without limitation hazardous or toxic substances, pollutants and/or contaminants as such terms are defined in CERCLA or RCRA; asbestos or material containing asbestos; and PCB's, PCB articles, PCB containers.

(d) Lessee, and its agents and employees, shall be responsible for disposing of all waste in compliance with state, local and Federal laws.

(e) Lessee agrees to indemnify, hold Lessor harmless and defend Lessor from any and all claims arising out of Lessee's breach of the covenants stated in this Article.

ARTICLE 18 - NOTICES

Any notice, request, demand, approval, consent or other communication which Lessor or Lessee may be required to give to the other party shall be in writing and shall be mailed by certified mail, return receipt requested, to the other party at the address specified below, or by

hand delivery if the communication is to Lessee, or to such other address as either party has designated by notice to the other:

If to Lessor: City of Dover
City Manager's Office
788 Central Avenue
Dover, NH 03820

If to Lessee: Great Bay Rowing
P. O. Box 846
Durham, NH 03824

All notices shall be deemed to have been given upon deposit in the United States Mail, postage prepaid and properly addressed as provided above or upon delivery to Lessee at the Leased Premises.

ARTICLE 19 - MISCELLANEOUS

19.1 Except as otherwise expressly provided in this Lease, this Lease shall be binding upon and shall inure to the benefit of the successors and assigns of Lessor and permitted assigns of Lessee.

19.2 This Lease contains the entire agreement between the parties. No agent, representative, or officer of Lessor has authority to make or has made any statement, agreement or representation, either oral or written, modifying, adding or changing the terms and conditions of this Lease. No modification of this Lease shall be binding unless the modification is in writing and signed by the parties. Lessee hereby further recognizes and agrees that this Lease shall have no force or validation until and unless it is returned to Lessee duly executed by Lessor.

19.3 The captions or titles used throughout this Lease are for reference and convenience only and shall in no way define, limit or describe the scope or intent of this Lease. Words or any neuter gender used in this Lease shall be held to include both the masculine and feminine gender and word in the singular number shall be held to include the plural, and vice-versa.

19.4 The submission of this Lease for examination does not constitute an offer to lease, and this Lease becomes effective only upon execution thereof by both Lessor and Lessee.

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

ARTICLE 20 - TERMINATION

This Lease Agreement may be terminated by the Lessor, for any reason, upon thirty (30) days written notice to the Lessee.

INTENDING TO BE LEGALLY BOUND, the duly authorized representative for the City of Dover, New Hampshire and _____ of the Great Bay Rowing have executed duplicate originals of this Lease Agreement on _____, 2015.

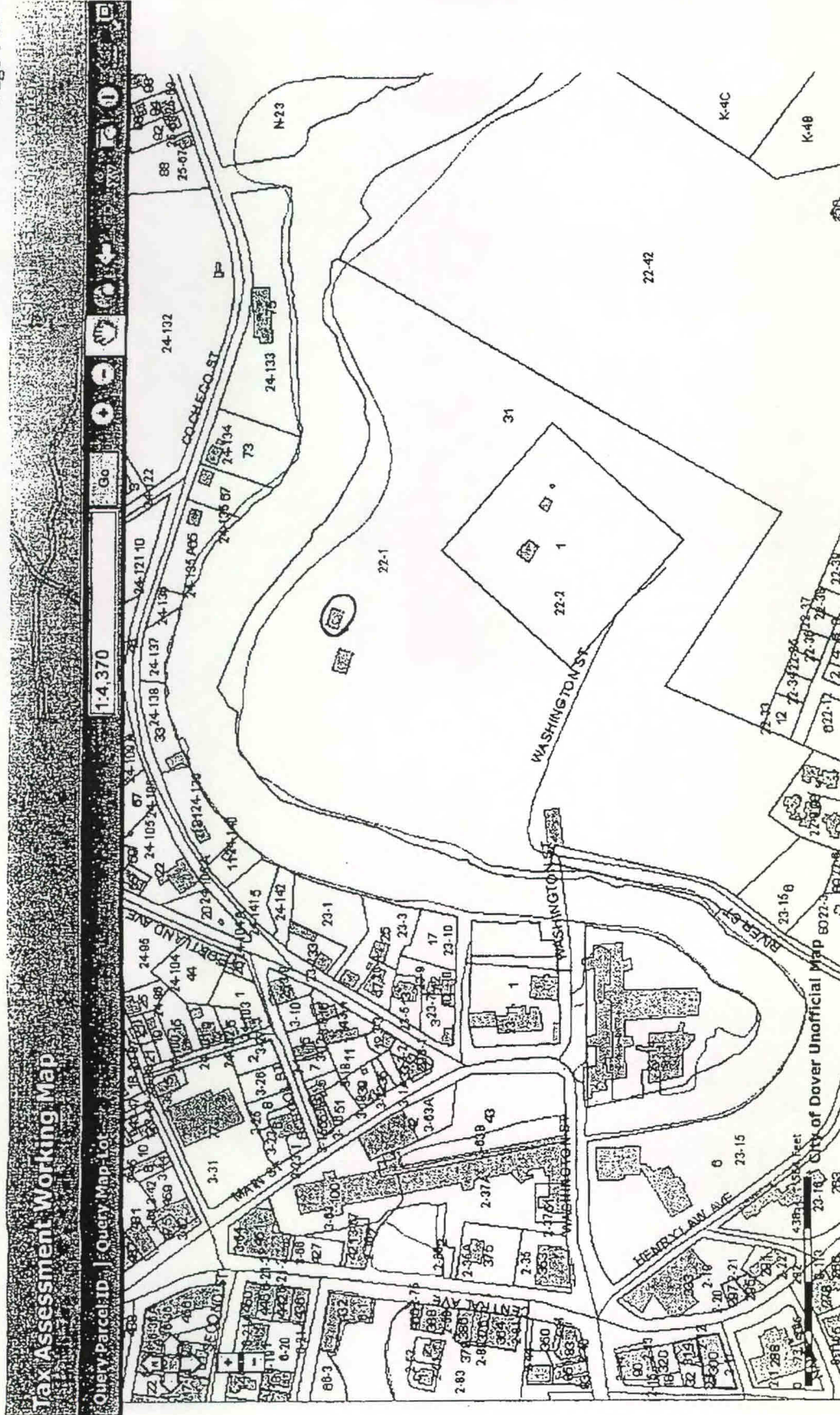
CITY OF DOVER, NEW HAMPSHIRE

By: _____
J. Michael Joyal, Jr., City Manager

GREAT BAY ROWING

Witness _____, President
Duly Authorized

EXHIBIT A



To: Dover City Council

From: Dorothea Hooper, Councilor, Ward 4

Re: School Board Report

The Dover School Board met in special session on August 31, 2015.

Citizen's Forum: No one spoke.

Agenda: Approved

Consent Calendar: Approved without discussion.

New Business: The focus of this meeting was to determine whether or not the School Board was going to join the lawsuit against the state levied by the city council. The suit was to remove the cap on adequacy funds to the school district and restore past funds that had been due but not given to Dover.

Both School Board Chair, Amanda Russell, and Vice-Chair Betsy Andrews Parker voiced their anger that the City Council had proceeded without School Board involvement until the last minute. They felt the Board should have been involved in prior discussions and plans.

Board member Lapinsky asked for a run down on the history of the adequacy payments and the state's obligation to provide an adequate education for New Hampshire youth. The imposition of a cap on payments by the state meant that the district was underpaid by 11 million since 2009.

The attorney hired by the city was there to clarify the issue and offered the opinion that the state has violated the constitution.

Board member Greenshields felt that regardless of the issues the School Board had with the City Council it was time to move on for the sake of the students.

The Board voted 4 to 1 (Soule and Grady were absent) to join the city in the lawsuit.

School Board Matters of Interest: 1) Board member Greenshields stated she had been approached by a member of the Dover Open Lands Committee last year on the issues of community gardens and climate change. Since then she has facilitated contact with Horne Street School to view their garden. Mrs. Greenshields suggested that the committee be allowed to do a presentation for the School Board similar to the one presented to the City Council.

2) Mrs. Libinsky wished students, teachers, and staff a good school opening and a successful year.

Meeting was adjourned.

Dover District Notes

8/31/15

Dr. Elaine Arbour, Superintendent

e.arbour@dover.k12.nh.us

Opening Day!

Welcome back to a new school year! I am thrilled to have staff back full time and to see the preparations all are making to actively engage and inspire our students to new heights this year.

We opened the year with a gathering at DHS that began with breakfast sponsored by DTU (Thank you!) and was followed by my opening remarks and a presentation by the Evaluation Task Force regarding the new and improved Inquiry, Supervision & Evaluation model we are using.

Opening remarks centered on celebrating the professionals who help our students along their life journeys. I have been so impressed with the high quality teaching and learning I saw in my first year here and look forward to a year of **Growth in Teaching and Learning** for all members of the Dover School Community.

Odds & Ends

- DTZ has worked diligently to prepare our schools for students to return. They have painted, waxed, built, fixed infrastructure, moved furniture, and the list goes on. Thank you!
- We have quite a few leaders among our teaching staff who are ready and waiting to help you use Google Apps for Education.

New Teacher Orientation

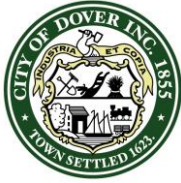
We officially welcome several new members of

staff this week.

Please reach out

to our new
Brian Beck, Bethann Cancellieri, Deanna Bird, colleagues to
Amy Booth, Deb Calobrese, Lyndsey Detroia,
Lisa Dillingham, Catherine DiNitto, Caitlin Duffy, greet them and
Scott Duprat, Maria Frangione, Jill Fredrickson, offer your
Kate Freear, Erica Gagnon, Nicole Gallagher, support to make
Thomas Gamble, Katherine Hinkle, Mary Grace their entry into Kelleher,
Amanda Lee, Gretchen Lothrop, Dover Schools a
Michele Mitnitsky, Sarah Nute, James Paiva,
positive and
Kerri Pike, Amy Poirier, Katherine Schulten,
successful one.
Linda Scribner, Emily Sherman, Linda Smart,
Alicia Spates-Messier, Tiffany Brand, Emily Tucci
and Anna Waller

Strengthening our community by educating every child, every day!



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2015.09.09 – 122**
Resolution Re: Fiscal Year 2016 Budget Amendment #1 – Amend School Adequacy Aid Revenue and Debt Service Appropriation

- WHEREAS: The City Council adopted the FY16 Budget on May 6, 2015; and
- WHEREAS: The adopted budget contains an estimated anticipated increase of \$1,449,596 for State Adequacy Aid revenue for the Dover School District and subsequent to the date of budget adoption it has been determined that this amount will not be received in FY16; and
- WHEREAS: The adopted budget contains an estimated increase of \$1,102,501 for School District Debt Service appropriations and subsequent to the date of budget adoption it has been determined that this amount will not be required for Debt Service in FY16;

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

Pursuant to C6-6 of the City Charter, the FY16 Budget is amended to reduce School District Debt Service appropriations by the amount of \$1,102,501 and the budget is amended to reduce the amount of State Adequacy Aid revenue by \$1,449,596. The FY16 budget is amended as follows:

<u>Account</u>	<u>Description</u>	<u>Adopted Budget</u>	<u>Amendment</u>	<u>Amended Budget</u>
1000.1.500.47190.4920.00000	SAU Debt Service - Principal	\$2,331,586	(\$86,000)	\$2,245,586
1000.1.500.47190.4920.00000	SAU Debt Service - Interest	2,463,336	(1,016,501)	1,446,835
		\$4,794,922	(\$1,102,501)	\$3,692,421
1000.1.600.46900.3700.00000	Education Revenue	\$15,119,251	(\$1,449,596)	\$13,669,655

REQUIRES A PUBLIC HEARING AND A TWO-THIRDS MAJORITY TO ADOPT PURSUANT TO DOVER CHARTER C6-6. PUBLIC HEARING AND CITY COUNCIL VOTE TO BE SCHEDULED FOR SEPTEMBER 23, 2015.

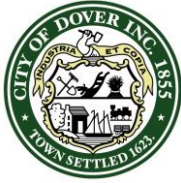
AUTHORIZATION

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



CITY OF DOVER

CITY OF DOVER - RESOLUTION

Agenda Item#: 13.B.1.

Resolution Number: **R – 2015.09.09 – 122**

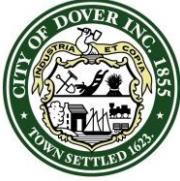
Resolution Re: Fiscal Year 2016 Budget Amendment #1 – Amend School Adequacy Aid Revenue and Debt Service Appropriation

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.B.1.

Resolution Number: **R – 2015.09.09 – 122**
Resolution Re: Fiscal Year 2016 Budget Amendment #1 – Amend School Adequacy Aid Revenue and Debt Service Appropriation

RESOLUTION BACKGROUND MATERIAL:

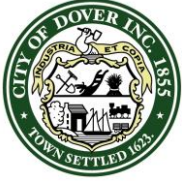
On May 6, 2015 the City Council adopted the City's FY2016 Operating Budget. As part of the adoption of the budget, the City Council increased the anticipated amount for State Adequacy Aid by \$1,449,596. This additional amount anticipated that the Dover School District would receive an Adequacy Aid grant based on no cap being placed on the allocation calculation for FY2016. Subsequent to the City budget being adopted, it has been determined that this additional amount for State Adequacy Aid will not be received in FY16. Therefore, this budget amendment seeks to revise the FY2016 amount for adequacy aid down to the amount presented in the School Board's adopted School District budget of \$7,623,199.

The FY2016 adopted budget also contains appropriations for School District debt service for an anticipated bond issue for the Dover High School/Regional Career Technical Center project. At this time, the bond issue for this project will occur later in FY16 and therefore have no budgetary impact for FY2016 debt service as previously anticipated in the budget. This resolution seeks to decrease the appropriation for School Debt Service by \$1,102,501.

The FY16 adopted budget resulted in an estimated tax levy of \$56,943,931 for City and School General Fund operations. The adopted estimated tax levy was \$344,847 below the tax levy amount of \$57,288,778 as calculated per the Tax Cap Charter provision. This resolution reduces appropriations by \$1,102,501 and reduces non-property tax revenues by \$1,449,596 resulting in a net effect of a \$347,095 increase in the estimated tax levy. The estimated tax levy will now be \$57,291,026 for City and School General Fund operations. The revised estimated tax levy of \$57,291,026 is \$2,248 above the calculated tax cap levy of \$57,288,778.

This resolution adjusts School non-property tax revenue from State Adequacy Aid to be consistent with the amount that will be utilized by the NH Department of Revenue Administration (NH DRA) when they calculate and certify the City's FY2016 tax rate in October.

Since it has been determined that \$1,102,501 in appropriations for debt service is not required for FY2016, the adoption of this resolution seeks to ensure the FY2016 tax levy will be properly calculated and certified by NH DRA. The adoption of this resolution will provide the necessary approval and documentation to NH DRA so as not to include the \$1,102,501 in the FY2016 tax levy calculation for the City.



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.09.09 – 019**
Ordinance Title: **Offenses**
Chapter: **131**
Section: **23.A.(4) – Hunting on City Property**

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 131-23.A(4) of the Dover Code as follows.

2. AMENDMENT

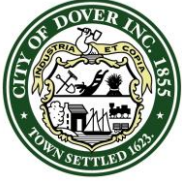
131-23. Hunting on City Property. [Added on 10-8-2014 by Ord. No. 2014.09.10 - 17]

A. No person shall hunt wildlife in or on the following properties:

- (1) All Dover Public School facilities and adjacent parks
- (2) Willand Pond Recreation Area
- (3) Dover Community Trail
- (4) Tolend Landfill within a posted two hundred (200) foot safety zone surrounding City facilities on the property
- (5) Pine Hill Cemetery
- (6) Guppey Park
- (7) Dover Community Services facilities on Mast Road
- (8) Wastewater Treatment Plant
- (9) Bellamy Park
- (10) Maglaras Park
- (11) Garrison Hill Park

B. The City Manager may provide for the posting of these City owned properties against hunting pursuant to RSA 635:4.

C. Penalties



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.09.09 – 019**
Ordinance Title: **Offenses**
Chapter: **131**
Section: **23.A.(4) – Hunting on City Property**

- (1) Any person violating the provisions of this section shall be subject to a fine of up to one thousand dollars (\$1,000.00) per offense.

TO BE REFERRED TO PUBLIC HEARING

3. TAKES EFFECT

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

AUTHORIZATION

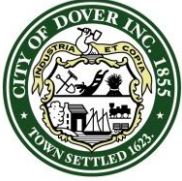
Approved as to Funding:	Daniel R. Lynch Finance Director	Sponsored by:	Councilor Jason Gagnon and Councilor John O'Connor
Approved as to Legal Form and Compliance:	Anthony Blenkinsop General Legal Counsel		
Recorded by:	Karen Lavertu City Clerk		

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

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.1.

Ordinance Number: **O – 2015.09.09 – 019**
Ordinance Title: **Offenses**
Chapter: **131**
Section: **23.A.(4) – Hunting on City Property**

ORDINANCE BACKGROUND MATERIAL:

This ordinance is to create a posted Safety Zone of two hundred (200) feet around City facilities on the Tolend Landfill property in which hunting is currently prohibited. Hunting would otherwise be permitted on the property.

In September 2014, the City passed an ordinance to prohibit hunting on certain parcels of City owned property. The Tolend Road landfill property was included in the list of properties prohibiting hunting primarily due to concerns about potential damage to the City's environmental remediation system and the safety of personnel working with the associated equipment.

Recognizing that much of the City owned land surrounding the remediation system at the Tolend Landfill has historically been frequented by hunters and that the remediation system itself occupies only a portion of the City-owned land now closed to hunting, representatives from New Hampshire Fish & Game were consulted to examine options for restoring hunting on the property while still maintaining an acceptable level of safety and security for workers and equipment.

To accomplish this, it is proposed that the City-owned land surrounding the Tolend landfill be re-opened to hunting with the exception of a "Safety Zone" of approximately 200 feet around City facilities. The Safety Zone would be clearly posted with signs provided at no cost to the City through the NH Fish & Game Cooperative Sign Program. This program helps landowners and hunters work together to maintain hunting access, while clearly defining sensitive areas hunters should avoid. See NH Fish & Game information sheet "Land Use Issues Explained" attached.

Land Use Issues Explained

You shouldn't have to be a lawyer to understand New Hampshire's landowner and access issues. But it can be a little confusing, and there are a few myths about what you can and can't do as a hunter, angler or a landowner.

New Hampshire Fish and Game's conservation officers get a lot of questions about landowner issues. Here are a few of those questions... and the answers.

LANDOWNER QUESTIONS:

I've got children and pets near my home and I'm concerned about hunters coming too close to my house. What can I do?

As a landowner, you have the right to regulate activities on your property. You may have serious and legitimate concerns about hunting near your home. But you can also think about what exactly what it is you're concerned about. Is it children? Pets? Livestock? Maybe you don't mind if hunters use a portion of your land, but not near your house?

Though one option is to post your entire property against all public access, that's not always an appropriate response to a specific issue. And while posting one parcel here and there may not seem like a big deal, it adds up when many lands are posted against public use. Collectively, we all pay the consequence of dwindling access opportunities.

Consider signage options that will address your concerns. Among them: "Hunting by Permission Only," "Caution—Horses," or "Keep Out—Safety Zone." With the latter option, you can establish a signed safety perimeter around your house, while keeping the rest of your land open to hunters and others.

New Hampshire Fish and Game's Cooperative Sign Program can help landowners find the right sign. For information, call (603) 271-3127.

A few other things to consider:

- By state law (RSA 207:3-a), a hunter (or anyone else, for that matter) shall not discharge a firearm or bow and arrow within 300 feet of a permanently occupied dwelling without the landowner's permission. Doing so is a misdemeanor.
- New Hampshire has an excellent record of hunting safety. Each year since 1994, there have been fewer than eight shooting injuries involving hunting...and about 78,000 people hunt in the state every year. In 2001, there were four shooting-related hunting incidents. Very seldom do any incidents involve non-hunters.

What are the legal requirements for posting property?

Under state law (RSA 635:4), the legal manner of posting calls for posting durable signs with any words describing the physical activity prohibited, such as "No Hunting or Trespassing," in letters at least 2 inches high, and with the owner's name and address. The signs shall be no further than 100 yards apart on all sides of the property and shall also be posted at gates, bars and all commonly used entrances.

Can I allow others to hunt on my property, even if I've posted it?

Yes, with verbal or written permission.

And as a hunter, you can ask a landowner if you can hunt on his or her posted property. But you have to ask and receive verbal or written permission.

It almost goes without saying, but yes, you can hunt on your own land, even if you've posted it.

A hunter walks past a posted sign – is it legal? If he's got the landowner's permission, yes. Without landowner permission, the hunter could be given a summons for criminal trespass. As a hunter or a landowner, it's important to know the laws of the land.

BY ERIC ALDRICH AND
SGT. BRUCE BONEFANT

continued on next page

Signs like these are available through Fish and Game's Cooperative Sign Program. A conservation officer can help you choose the right sign for your land. For information, call 603-271-3127 or a regional office.



In New Hampshire and elsewhere in New England, we enjoy a long, proud tradition of public use of private land.

Can I report a trespasser on my neighbor's property?

Law enforcement can only act on a complaint of trespassing from the landowner.

The reasoning is fairly simple: Only the landowner would know who he or she has allowed or hasn't allowed access to that land.

A neighbor might be rightfully suspicious, but wouldn't necessarily know of any arrangements the landowner has made. If you have concerns, you might call your neighbor.

If I make a trespass complaint, do I have to go to court?

Yes. Law enforcement officers can only act if you – as a landowner – are willing to go to court to testify against a person charged with trespassing on your land.

Among the questions you'll be asked is whether you gave permission to the accused for access to your land.

If a hunter gets hurt on my land, am I liable?

No. Under RSA 212:34, a landowner owes "no duty of care to keep such premises safe for entry or use by others for hunting, fishing, trapping" or other recreational uses.

But there are some exceptions. A landowner has a duty to warn about any dangerous conditions or use that may exist.

Let's say you have a large old well on your land, and you don't take precautions to warn people about it. A hunter comes by and falls in the well, suffering serious injuries. You could be liable – and could pay civil damages – for not providing warnings or other safeguards about the hazard.

Another exception is for landowners who charge admission to people to use their land for hunting or other activities.

HUNTER QUESTIONS:

Can I hunt on private land that's not posted?

Yes. But it's always good to ask the landowner first.

Common law in New Hampshire extends the privilege of public access to private lands that are not posted. You won't find that in state law books, because it is common law, going back to the philosophy of New England's early colonists and supported over the centuries by case law. Our forefathers knew the importance of balancing the need for landowners' rights with that of the public good. On one hand, the landowner can make decisions about his or her land. On the other hand, the public should have limited rights to use and enjoy that land. The colonists held similar democratic notions about rivers, lakes, fish and wildlife.

Today, it's easy to take this notion for granted. In New Hampshire and elsewhere in New England, we enjoy a long, proud tradition of public use of private land.

This tradition also comes with a risk. A landowner who finds trash, disrespect or other problems can easily decide to post his or her land.

Residents of some Western states find this notion of private land/public use very strange. Hunters in some states pay hundreds of dollars in annual fees to landowners to hunt their lands. It's just another cost of hunting.

Other states have what's called reverse posting. Access is limited to land that's specifically posted for that use. If it's not posted, you can't go on it.

And some states require written landowner permission for hunting.



Can I hunt on posted land if I have the landowner's permission?

Yes. As with the question above for landowners, you can hunt on land – even if it's posted – if you have the landowner's permission – written or verbal.

Can I hunt on land that's posted, but not under the legal manner of posting?

No. Even if a landowner doesn't meet the letter of the law in RSA 635:4 (see above, legal manner of posting), a hunter or hiker cannot use land where the landowner has made a reasonable effort to post it against trespassing.

Let's say a landowner long ago put two or three "No Trespassing" signs where his land abuts a town road. But he didn't put up signs all the way around his property, as the law requires. Now let's say some hunters see the aging signs, but decide to reach the man's land from another direction. Those hunters could be charged with criminal trespass.

Here's what the law says (RSA 635:2): "Criminal trespass is a misdemeanor if... the person knowingly enters or remains... in any secured premises... Secured premises means any place which is posted in a manner prescribed by law or in a manner reasonably likely to come to the attention of intruders, or which is fenced or otherwise enclosed in a manner designed to exclude intruders."

Do I need a landowner's permission to put up a tree stand?

You need the landowner's written permission only if your tree stand would cause any damage to the tree. If your tree stand involves nails or screws into the tree, you need the landowner's permission.

Most portable climbing tree stands or ladder

tree stands don't damage the tree and don't require a landowner's permission.

If I cut branches or shooting lanes, do I need a landowner's permission?

Yes. Written permission is required if you're planning to cut or damage any branches or trees. Fish and Game's Law Enforcement Division supplies forms for tree stands and cutting.

Do I need a landowner's permission for a hunting blind?

For a freestanding temporary structure, you don't need the landowner's permission. But if you're going to cut limbs or trees, written permission is required.

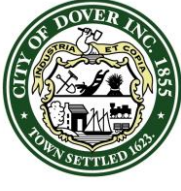
TIPS FOR THE HUNTER:

How can I encourage a landowner to keep his or her land open and unposted?

- Let the landowner know that various signage options are available.
- If you can determine who the landowner is, ask permission BEFORE you hunt that land, whether it's posted or not. A good way to determine who owns a particular piece of land is to check the town's tax maps.
- Make sure the landowner understands the value of some degree of public access to that land.
- Give the landowner a piece of your harvest. A tenderloin would be nice, but even a steak or two would delight the landowner. It's a great way to say thanks.
- Keep the land neat. If you see litter, pick it up.
- Be polite. Always. To the landowner, to the landowner's neighbors (they own land, too) and to anyone you may meet on the land. As a hunter, your image is key to keeping the tradition. 



A good way to determine who owns a particular piece of land is to check the town's tax maps at the town office.

 CITY OF DOVER	CITY OF DOVER - ORDINANCE	
	Ordinance Number: O – 2015.09.09 – 020 Ordinance Title: Repeal of Tolend Road Weight Limit Chapter: 166, Vehicles and Traffic	Agenda Item#: 13.C.2.

The City of Dover Ordains:

1. PURPOSE

The purpose of this ordinance is to amend Chapter 166, entitled “Vehicles and Traffic” by repealing the temporary weight restriction – enacted February 25, 2015 - for vehicles operating on Tolend Road.

2. AMENDMENT

Chapter 166 entitled “Vehicles and Traffic” is hereby amended by revising Section 166-47 “Weight Limits” as follows:

ARTICLE V

WEIGHT LIMITS

166-47. Weight Limits. [Amended on 4-27-83 by Ord. No. 10-83; Repealed on 08-13-2008 by Ord. No. 2008.07.23-6; Amended on 2-25-2015 by Ord. No. 2015.02.11-008]

- A. No vehicle with a gross vehicle weight rating of 26,000 pounds (26 K GVWR) or higher shall be permitted to travel on the roadway(s) listed below, except upon written permission from the Community Services Director in accordance with NH RSA 231:191, III and V.

STREET

LOCATION

~~Tolend Road~~ ~~From the Barrington town line to Columbus Avenue~~

- B. This section shall not apply to any heating system delivery vehicle, school bus, police, fire, ambulance or other public safety vehicle, or to any vehicle engaged in curbside waste collection or snow removal for the City of Dover.
- C. In providing written permission pursuant to 166-47.A above, the Community Services Director may impose reasonable conditions on use of the road and may establish reasonable requirements for bonding and restoration of the road.
- D. Violations of 166-47 shall be punishable by the imposition of a one hundred fifty dollar (\$150.00) citation for the first offense. Repeat offenders may be punished by the imposition of citations up to two hundred fifty dollars (\$250.00) for each subsequent offense.

3. TAKES EFFECT

This ordinance shall take effect on October 15, 2015 following passage and publication of notice as required by RSA 47:18.

REQUIRES A PUBLIC HEARING



CITY OF DOVER

CITY OF DOVER - ORDINANCE

Agenda Item#: 13.C.2.

Ordinance Number: **O – 2015.09.09 – 020**
Ordinance Title: **Repeal of Tolend Road Weight Limit**
Chapter: **166, Vehicles and Traffic**

AUTHORIZATION

Approved as to Funding: Daniel R. Lynch
Finance Director

Sponsored by: Karen Weston
Mayor

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 Number: **O – 2015.09.09 – 020**
Ordinance Title: **Repeal of Tolend Road Weight Limit**
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ORDINANCE BACKGROUND MATERIAL:

The intent of this ordinance revision is to strike the language making specific reference to Tolend Road, while leaving the structure and content of Chapter 166-47 intact for future use if weight limits are to be imposed in other locations.

In the course of the Tolend Road reconstruction project, concerns were raised about the structural integrity of the roadway due to cracking of the base pavement. Crack sealing was performed, but final pavement overlays and other pending structural repairs were not expected to be completed until sometime in 2015. The City's engineering consultant for the project, Underwood Engineers, recommended that the City temporarily reduce the impacts of loaded truck traffic in order to preserve the integrity of the road. Ordinance Number 2015.02.11-008 took effect on March 15, 2015, prohibiting trucks over 26,000 pounds gross vehicle weight rating from traveling on Tolend Road.

Final overlay of Tolend Road is scheduled to be completed in September, 2015. With the completion of the reconstruction project, the roadway should meet its design specifications and withstand truck traffic. Thru truck traffic will still be prohibited on Tolend Road pursuant to Dover City Code 166-5C, but local deliveries to Glen Hill Road will be allowed again with the repeal of this ordinance. Brox Industries, which has frontage and an access driveway on Glen Hill Road, is an origin and destination point for trucks hauling materials via the most direct route (Tolend Road) to and from designated truck routes (NH Route 9 to the west and Sixth Street to the east).