

## AGENDA

### COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS

October 6, 2009

Aldermen O'Neil, Garrity, Lopez,  
Pinard, Osborne

5:00 PM

Aldermanic Chambers  
City Hall (3<sup>rd</sup> Floor)

1. Chairman O'Neil calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Gary Therrien, Marketing Coordinator for the Rimmon Heights Group, requesting the responsibility of acquiring and maintaining banners on the new light poles recently installed on Kelley and Amory Streets.  
**Gentlemen, what is your pleasure?**
4. Communication from Jennie Angell, Director of Information Services, updating the Committee on options for communicating information to citizens.  
**Gentlemen, what is your pleasure?**
5. Communication from Jennie Angell, Director of Information Services, regarding an application for four broadband projects under the American Recovery and Reinvestment Act.  
**Gentlemen, what is your pleasure?**
6. Amendment to the Agreement for Services for the Central Business Service District.  
*(Note: Referred by the Board of Mayor and Aldermen on 9/1/09)*  
**Gentlemen, what is your pleasure?**
7. A request to discuss the denial of a Taxicab Driver's License.  
***A motion would be in order to enter non-public session under the provisions of RSA 91-A:3(II)(c).***

***A roll call vote is required on the motion.***

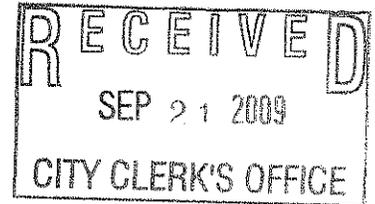
## TABLED ITEMS

*A motion is in order to remove any item from the table.*

8. Recommendation from Matthew Normand, Acting City Clerk, regarding a policy for street closures and license events.  
*(Tabled 03/16/09)*
  
9. Communication from Thomas Clark, City Solicitor regarding a Naming Rights Policy.  
*(Note: Referred by the Board of Mayor and Aldermen on 2/3/09. Tabled 03/16/09)*
  
10. Communication from Barbara Potvin, New England Sampler, requesting the City hold a public forum to discuss the process of closing off city streets and the impact that these closings have on local small businesses as well as the benefits drawn by the City of Manchester and its local citizens.  
*(Note: Referred by the Board of Mayor and Aldermen on 10/21/08. Tabled 11/24/08 recommendation to be submitted by staff)*
  
11. There being no further business, a motion is in order to adjourn.



Rimmon Heights  
Group



To: Board of Mayor & Aldermen  
From: Gary Therrien  
Rimmon Heights, Marketing Coordinator  
Date: September 14, 2009  
Re: Light Pole Banners

To Whom This May Concern,

The Rimmon Heights Group requests the responsibility of acquiring and maintaining banners on the new light poles recently installed on Kelley and Amory Streets.

Rimmon Heights, a 501c3 non-profit status neighborhood group, will assume the responsibility of purchasing banners for the light poles recently installed on Kelley St. and Amory St. Depending on the success of the program, we hope to be able to assume other poles as they are installed. The group will sell sponsorships to local businesses to pay for the cost of purchasing the banners. Net proceeds will follow the guidelines of the group's Articles of Association and be used to improve the community. At this time we are unable to list any specific uses for the money, but any improvements will be voted on by the members and approved by the appropriate parties.

We have been working with Project Graphics out of Burlington V.T. This company markets street banners for cities across the United States including local clients in Milford, NH and clients as far away as Seattle, WA.

We will be looking to the Highway Department to assist in the banner installation and are assuming that there will be some type of minimal charge to support this. If this is incorrect, we will pursue sub-contacting the installation of the banners on an as-needed basis.

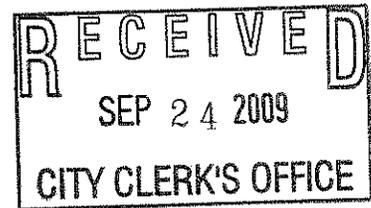
If you have any questions or require further documentation, please feel free to contact me.

Sincerely,

Gary Therrien  
Marketing Coordinator  
Rimmon Heights Group  
c/o 513 Rimmon St.  
Manchester, NH 03102  
(603) 682-7175

Manchester New Hampshire

*Jennie Angell*  
Director, Information Services



**CITY OF MANCHESTER**  
*Information Systems Department*

September 23, 2009

Alderman Dan O'Neil, Chairman  
Committee on Administration and Information Systems  
One City Hall Plaza  
Manchester, NH 03101

Dear Alderman O'Neil;

This is an informational letter to advise the Board that Information Systems is working on several options for communicating information to citizens.

We are working with the Highway Department to add text messaging as an option for snow emergency notification. For the last several years, citizens have been able to sign up to receive email that notifies them of snow emergencies. The City has about 5,000 people signed up to receive these emails. This year, we will be using the capabilities of Twitter to add text messaging as an option. Citizens will be able to sign up for either or both types of notification through the City's website. We will monitor the utilization of this service and if it is popular we will consider adding this option to other newsletters.

We have also been working with Fire reviewing the capabilities of a new service called Nixle. This service is similar to Twitter but has geographic capabilities and is designed for use by municipalities to communicate to residents of their communities.

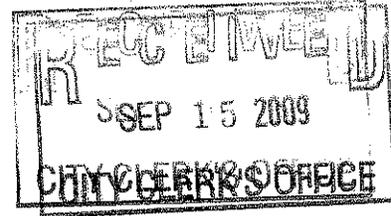
Both of these services are free to the City.

I am available at your convenience if you have any questions.

Sincerely,

Jennie Angell  
Director of Information Services

Jennie Angell  
Director, Information Services



**CITY OF MANCHESTER**  
*Information Systems Department*

September 2, 2009

Alderman Dan O'Neil, Chairman  
Committee on Administration and Information Systems  
One City Hall Plaza  
Manchester, NH 03101

Dear Alderman O'Neil;

On behalf of the City of Manchester, I have applied for stimulus money under the American Recovery and Reinvestment Act for four Broadband projects. Three of these projects "expand public computer facilities" and would benefit the Libraries, Youth and Senior Centers. The fourth project leverages the City's 60 miles of fiber optic infrastructure and partners with Fairpoint Communications to provide wifi hot spots throughout all areas of the City. All of the projects "target low-income, unemployed, aged, and otherwise vulnerable populations". In addition, the Public Wifi Project will provide public access in State-Designated Economic Revitalization Zones and will "stimulate the demand for broadband, economic growth and job creation". We believe these projects are fully compliant with the Broadband Technology Opportunities Program (BTOP), and truly promote the intent of the BTOP program.

The project IDs and titles are as follows and I have included a summary document of each project with this letter.

- 1497 Library Public Computers
- 794 Youth Center Public Computers
- 1207 Senior Center Public Computers
- 2051 Public Wifi Hotspots

The computer equipment in the Libraries, Youth and Senior Centers is over five years old and the current budget appropriation is not sufficient to upgrade this equipment in this fiscal year. If we are successful and are awarded the grants, the old computer equipment will be replaced and additional workstations for public access will be added.

The locations benefiting from these projects include:

- The Neighborhood Revitalization Strategy Area (NRSA), which is a HUD designation targeting areas of concentrated poverty in large cities
- State-designated Economic Revitalization Zones,

100 Merrimack Street • Manchester, New Hampshire 03101 • (603) 624-6577 • FAX: (603) 624-6320  
E-mail: [MIS@manchesternh.gov](mailto:MIS@manchesternh.gov) • Website: [www.manchesternh.gov](http://www.manchesternh.gov)

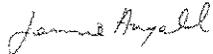
- Renewal Community areas (Neighborhood Revitalization Strategy Areas) designated by the Department of Housing and Urban Development

Each project can individually stand on its own but is also part of a comprehensive plan within the City to promote and maintain computer and internet access that is accessible to all. Each public computer project is an upgrade and expansion of an existing facility so the long term sustainability has already been demonstrated.

These projects have been submitted to the National Telecommunications and Information Administration (NTIA). It is my understanding that once they review these projects, they will be looking to the State of New Hampshire for support. The expected award time period is forth quarter in 2009. The Broadband Technology Opportunities Program is being handled by the NH Department of Resources and Economic Development under the direction of Roy Duddy.

I am available to answer any questions you might have.

Sincerely,



Jennie Angell  
Director of Information Services

Cc: Mayor Frank Guinta  
Denise vanZanten  
Barbara Vigneault  
Chuck Deprima

Program BTOP - Project ID 1497

Project Amount: \$186,855

**Grant Request 80% \$148,080**

In Kind - 550 hrs @ \$43 = \$23,650

Library Trust Fund \$15,125

Contact Info: Jennie Angell, 603 624-6577 ext 2310, [jangell@manchesternh.gov](mailto:jangell@manchesternh.gov), IT specific  
Denise van Zanten, 603 624-6550, [dvanzant@manchesternh.gov](mailto:dvanzant@manchesternh.gov), Library

**This project will upgrade eight year old PCs and increase the public access workstations at both libraries from 42 to 92 workstations.**

**The project can be started within 120 days of contract award and will be completed within 18 months of the start date.**

*"The mission of the Manchester City Library is to be a professionally run, user-friendly and adequately funded information center for all the citizens of Manchester. The Library shall provide sufficient learning and leisure materials in automated and non-automated formats and mirroring the world of knowledge to serve the diversity of Manchester's information seekers. The Library shall provide an array of useful library services such as adult literacy, job information and programs for children and adults. The Manchester City Library acknowledges its leadership role in the maintenance of free speech, thought and expression".*

The Manchester City Library serves a population of 108,874 from its main facility in the inner city at 405 Pine Street and a branch on the West Side of the city. The main library is within walking distance from Central High School, St. Joseph's Middle School, Manchester Boys & Girls Club, Manchester Community Resource Center, Manchester District Court, Hillsborough County Superior Court, low income housing, elderly housing, the local YWCA & YMCA, New Hampshire Institute of Art, numerous Churches, downtown businesses and the City's only homeless shelter. The branch is attached to the William B. Cashin Senior Center, across the street from West High School and surrounded by multi-family housing. Both libraries are located in Neighborhood Revitalization Strategy Areas (NSRA) a HUD designation targeting areas of concentrated poverty in large cities. In order to receive this designation the city developed a multi-year strategy that focuses on physical improvements to the infrastructure, housing structures, assistance to neighborhood businesses and supportive services such as day care and youth centers that operate in the targeted area.

In 2008 the Manchester City Libraries were visited 462,456 times by members of the community. Our public Internet computers were utilized 76,013 times which was a 17.2 % increase over 2007. Our services are in high demand at all levels from materials to programming yet the most noticeable has been the marked increase in requests for computer access as our community deals with the economic downturn and layoffs.

These computers are used free of charge by users of all ages for Internet browsing, research, e-mail, job applications, word processing, spreadsheets, tax filing, and homework. In late 2008 the computers used for public access began to fail unpredictably, after months of unsuccessful repairs and inadequate city funding for replacement, the Library Trustees agreed to purchase a software upgrade in an attempt to stabilize the system enough to continue to provide reliable services to the community.

The new open source platform requires less hardware, technical support and electricity to run. This is a green solution. In addition to the word processing, spreadsheet, and internet capability of the former system, the upgrade also provides the more advanced tools of terminal services, virtual private network, access in alternate languages, paint programs for children, advanced photo editing, with an option to add countless others. This upgrade was successfully implemented in March 2009.

While the upgrade did meet the goal of more reliable service to patrons, it also made it clear that hardware, too, was nearing the end of its useful life and the network shared with other city departments cannot handle the traffic. This project would replace 36 PCs that are up to 8 years old with 86 new workstations improving public service even more by providing faster access points as well more than doubling the number of stations available to the public.

This project meets the stimulus purpose in the following ways.

1. To provide broadband education, awareness, training, access, equipment and support to Public Libraries. This will facilitate greater use of broadband service by or through these organizations.
  - a. This project is for a public library that provides free of charge access to its resources and services, which include computers and high speed Internet access.
  - b. The library provides free wireless access points to users in both buildings.
  - c. The Manchester City Library also provides extensive free programming to our community members and community outreach as staffing levels permits such as homebound services and story times in local schools and day care centers.
2. To assist those most impacted by the recession.
  - a. As the recession continues many citizens have been either laid off or have reduced work hours. This reduction in income is forcing many families residing in the NRSA to reduce their monthly costs. Eliminating the \$50 average per month Internet access bill can be one of the first "luxuries" to go.
  - b. It is nearly impossible to research, or often apply, for jobs without internet access. As citizens reenter the job search they must turn to the library for computer orientation as well as Internet access.
  - c. There is now a greater demand for the public workstations and an hour per day limit per patron. Increasing the number of workstations will allow the Library to increase the availability of the service and alleviate the waiting time during peak hours of usage.
3. To provide education and training in broadband usage
  - a. The Library provides free extraordinarily popular computer classes as well as limited one-on-one assistance to those uncomfortable in a classroom setting.
  - b. As library policy limits daily computer usage, faster and more efficient computers would allow patrons to make more of that time.
  - c. A stable system frees our Reference Staff from having to constantly monitor the computers for malfunctions and allows them to focus on direct patron assistance in using those resources.
4. To facilitate greater use of broadband service by low income, unemployed and otherwise vulnerable populations
  - a. Both libraries are in the NRSA and the main library is near a State Employment Services office, low income housing, courts and the City's only homeless shelter.

Forty-one percent of the city's public school students are on free or reduced lunch and there are 382 homeless children at this time.

- b. The public access computers are used for accessing library materials and resources, job searches and applications, legal research, resume writing, filing taxes, educational programs for children, applying for financial assistance, e-mail and Internet browsing. The library's public access computers are a necessity for low-income families, the recently unemployed, local businessmen and women, the homeless, local college students and seniors. The library provides assistance and training to all who need it.

5. To expand public computer center facility

- a. The public access workstations will increase from 42 to 92, providing one workstation for every 1200 Manchester residents. This will allow greater access to workstations when our clientele needs it. Currently there are often long waits during busy periods in both buildings.

<u>Upgrade</u>	Unit Cost	QTY	Sub Total	Total hdwe/software	In Kind
<b>Workstations</b>					
6 station tower	\$2,450	4	\$9,800		
4 station tower	\$2,200	3	\$6,600		
3 year license	\$180	36	\$6,480		
Monitors	\$120	36	\$4,320		
				\$27,200	
Installation (average hourly including benefits)	\$43	180			\$7,740
<b>Expansion</b>					
<b>Workstation</b>					
6 station tower	\$2,450	7	\$17,150		
Single Stations	\$600	8	\$4,800		
Monitors	\$120	50	\$6,000		
3 year license software w/ monitoring	\$1,250	50	\$62,500		
Furniture	\$300	50	\$15,000		
Wiring	\$160	50	\$8,000		
				\$113,450	
Installation (average hourly including benefits)	\$43	300			12,900
<b>Network</b>					
Proxy server	\$3,000	1	\$3,000		
Firewall	\$1,000	1	\$1,000		
Switches	\$3,000	1	\$3,000		
Cables	\$75	1	\$75		
Internet Access/year	\$3,000	3	\$9,000		
				\$16,075	
Installation	\$43	70			\$3010
Totals				\$156,725	\$23,650
			<b>Project Total</b>		<b>\$186,855</b>

Program BTOP – Program ID 1207

Project Amount \$23,150

**Grant Request 80% \$18,520**

City Matching Amount - \$4,630

In Kind 50 hrs @ \$43 = \$2150

Cash \$2480

Contact Info: Jennie Angell, 603 624-6577 ext 2310, jangell@manchesternh.gov

**This project will install 11 new PCs, printers, wireless access point and a projector in the William B. Cashin Senior Activity Center.**

The William B. Cashin Senior Activity Center has a computer lab that is used for computer training classes and for public access by Manchester's seniors. Over 2,000 seniors attend the Senior Center. These new PCs will allow the seniors to browse Google maps, use social networking sites to keep in touch with their families along with other browsing opportunities. The addition of a permanent projector will improve the center's ability to provide quality computer training. There is a current wait list of over 250. The addition of wireless access will allow seniors to bring in their own laptops for technical support clinics.

This project can be started within 120 days of grant award and will be completed within 12months of the start date

This project meets the stimulus purposes in the following ways.

1. To assist those most impacted by the recession
  - a. At least 500 elderly citizens have reported to staff significant losses that could be greater than 50% of their retirement nest egg. Seniors are turning to the Senior Center for help in accessing income support programs. The Senior Center is established as a safe place to turn to get help. Seniors, who had their life savings in the stock market, have incurred severe losses that are resulting in a significant lowering of their standard of living. This reduction in income and assets is forcing many to reduce their monthly costs. Eliminating the \$50 per month Internet access bill can be one of the first "luxuries" to go.
  - b. By providing the lab with high speed computers, Internet access and technical support, these seniors will continue to be able to use the internet to keep connected to their families, doctors and bank accounts and will be able to browse the web which has become so important in our modern way of life.
  - c. Isolation is one of the main problems experienced by seniors and poses a difficult challenge to service providers. Communication tools, such as high speed computers with internet access, give seniors the opportunity to stay connected, and independent. This method of communication allows seniors to remain a part of the community, with a network of support from family, friends and services.
2. To provide education and training in broadband usage to seniors

- a. The lab provides training to seniors on using PCs and the Internet.
- b. Seniors will also be able to bring in their own PC or laptop and utilize free assistance and use the Internet Access provided by the Senior center
- c. An example list of training classes includes:
  - i. Introduction – PC basics – Using Windows XP – Using Folders – Setting up Email
  - ii. Internet –How to Navigate It (Getting Needed Information)– Banking, Shopping, Email, Using the Web Safely
  - iii. Working With Digital Photography – Sending Greeting Cards
  - iv. Organize Using Excel, Calendars
  - v. Word Documents
  - vi. Working with Ebay- buy and sell List training classes here.
3. To facilitate greater use of broadband service by low-income, the aged and vulnerable populations
  - a. The lab provides an environment where seniors, who might otherwise feel intimidated or even fearful, can learn how to use and benefit from the resources on the Internet safely and with assistance from volunteers and their peers. Without the access to a computer lab in the senior center, many seniors would never attempt to use the Internet.
  - b. The senior center is located in a NRSA zone.
4. To expand public computer center capacity
  - a. The senior center is open to all of Manchester’s seniors, 60 years of age and older, free of charge. Access to the computer lab and the training provided is also free of charge. This project will increase the availability of equipment and provide free wireless internet access for seniors who want to bring in their own equipment.
5. To complete the project within 2 years of award
  - a. All equipment will be purchased and installed within 1 year of award.

**SENIOR CENTER STIMULUS REQUESTS**

PRODUCT	QTY	COST	TOTALS
PC's with Flat panels	11	\$1,200.00	\$13,200.00
Colored Laser Printer	2	\$900.00	\$1,800.00
Black & White Laser Printer	2	\$800.00	\$1,600.00
Multifunction Laser Printer	2	\$500.00	\$1,000.00
Cisco 24-port Switch	1	\$1,200.00	\$1,200.00
Projector	1	\$1,200.00	\$1,200.00
Wireless Access Point	1	\$1,000.00	\$1,000.00
		<b>Grand</b>	
		<b>Total</b>	<b>\$21,000.00</b>

Program BTOP – Project ID 794

Project Amount: \$20,300

**Grant Request 80% - \$16,240**

City Matching Amount 20%

Direct Cost \$ 2,770

In Kind 30 hrs @ \$43 = \$1,290

Contact Info: Jennie Angell, 603 624-6577 ext 2310, jangell@manchesternh.gov

**This project will install 9 new PCs and printers with high speed internet access in The Regis Lemire Youth Center.**

*The mission of the youth center is “to provide a safe, supervised recreational environment by encouraging positive attitudes and personal growth.”*

The City of Manchester’s Department of Parks and Recreation operates The Regis Lemire Youth Center that serves all city youth ages 10 – 18 and is free of charge. This project will install 9 new PCs and printers with high speed internet access in the youth center that is in the city’s Neighborhood Revitalization Strategy Area (NRSA), a HUD designation targeting areas of concentrated poverty in large cities. In order to receive this designation the city developed a multi-year strategy that focuses on physical improvements to the infrastructure, housing structures, assistance to neighborhood businesses and supportive services such as day care and youth centers that operate in the targeted area. Currently, all of the equipment in this center is previously donated, obsolete technology that is over 7 years old. New equipment will encourage more youths to utilize the center for supervised activities including homework, research, job searches and recreation.

This project can be started within 120 days of grant award and will be completed within 12 months of the start date

This project meets the stimulus purpose in the following ways.

1. To assist those most impacted by the recession
  - a. As the recession continues many citizens have been either laid off or have reduced work hours. This reduction in income is forcing many families residing in the NRSA to reduce their monthly costs. Eliminating the \$50 average per month Internet access bill can be one of the first “luxuries” to go.
  - b. By providing the lab with high speed computers and Internet access the young people who utilize the center will have vastly improved access to the Internet and related technology
2. To provide education and training in broadband usage to low-income populations
  - a. The lab is in the NRSA and the center will provide free or very low-cost community level instruction to youth.
3. To facilitate greater use of broadband service by vulnerable populations

- a. The youth center is in the middle of the NRSA.
- 4. To expand public computer center facility
  - a. The computer lab will increase from 6 PCs that are over 7 years old to 9 new PCs with printers and will include wireless access for personal laptops. This will allow the center's staff to expand technology training classes offered to the area youth to include new and relevant software applications.

YOUTH CENTER STIMULUS  
REQUEST

PRODUCT	QTY	COST	TOTALS
PC's with Flat panels	9	\$1,400.00	\$12,600
Color Laser Printers	2	\$900.00	\$1,800
Black & White Laser Printer	2	\$800.00	\$1,600
Multifunction Printer	2	\$500.00	\$1,000
24 Port Switch	1	\$700.00	\$700
Wifi Access Port	1	\$1,000	\$1,000
Misc		\$300	\$300
Total Hardware			<u>\$19,000</u>

**Amendment No. 1**  
**AGREEMENT FOR SERVICES**  
**CENTRAL BUSINESS SERVICE DISTRICT**

WHEREAS, an Agreement for Services for the Manchester Central Business Service District was executed by the City of Manchester (City) and Intown Manchester Management (Operating Agency) effective July 1, 2008 through June 30, 2009; and

Whereas, on May 5, 2009 the City through the Board of Mayor and Alderman voted to extend the Agreement for Services with Intown Manchester Management an additional 6 months; and

Whereas, on June 2, 2009 the City through the Board of Mayor and Aldermen voted to approve a budget for the 2010 Central Business Service District in the amount of \$258,000;

NOW, THEREFORE, The Parties do mutually agree as follows:

The City shall:

1) Revise Article 3- Payments:

By increasing the amount of funds to be paid to the Operating Agency \$129,000, from \$244,000 to \$373,000, so as to allocate the amount of \$64,500 on August 15, 2009 and an additional \$64,500 on October 15, 2009;

2) Revise Article 4 - Agreement Period:

By extending the time of performance of the desired services an additional six months, until December 30, 2009;

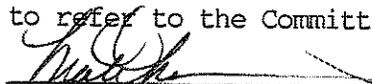
3) That, other than as changed by this Amendment, the Agreement remains as originally written.

In board of Mayor and Aldermen

Date: 9/1/09 On Motion of Ald. Lopez

Second by Ald. Garrity

Voted to refer to the Committee on Administration

  
City Clerk

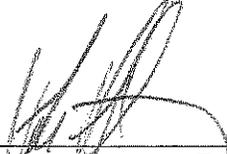
IN WITNESS WHEREOF, the City of Manchester and Intown Manchester Management, Inc. have executed this Amendment this 22<sup>nd</sup> day of July, 2009

Attest:



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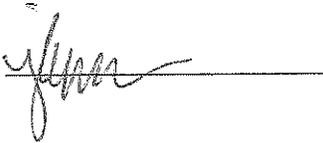
CITY OF MANCHESTER



A handwritten signature in cursive script, appearing to read "Leon LaFreniere", is written over a horizontal line.

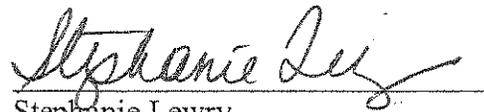
Leon LaFreniere, Director, AICP

Attest:



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INTOWN MANCHESTER  
MANAGEMENT



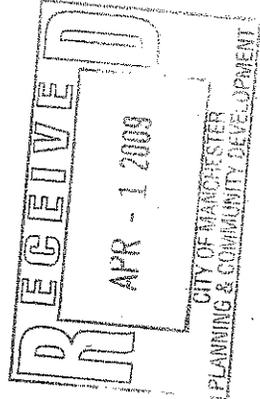
A handwritten signature in cursive script, appearing to read "Stephanie Lewry", is written over a horizontal line.

Stephanie Lewry  
Executive Director

Intown Manchester Budget Proposal FY 10

3/31/2009

	Proposed Budget FY 10, includes South Elm	Mid year adjusted Annual Budget FY 09*	Program FY10	Program FY 09
Ordinary Income/Expense				
Income				
4000 · UNRESTRICTED REVENUE				
4005 · City Assessments Revenue	291,637.71	244,000.00		
4500 · Program Revenue				
4510 · Maint. & Beautif.-Planters			2,000.00	2,340.00
4520 · Marketing & Dev. Rev. (incl. Ann. Mtg. )			6,300.00	4,750.00
4521 · Maint & Beautif.-Banners			40,000.00	41,500.00
4522 · Christmas Parade Rev. (formerly 4551)			10,000.00	12,400.00
4530 · Miscellaneous Rev. (incl fiscal agt fees)			2,821.17	3,000.00
4550 · Sponsorships (events/concerts)			3,500.00	8,500.00
4560 · Taste of Downtown Rev.			15,000.00	15,555.00
4570 · Reserve Funds			0	0
Total 4500 · Program Revenue			79,621.17	88,045.00
Total 4000 · UNRESTRICTED REVENUE	371,258.88	332,045.00		
4199 · RESTRICTED REVENUE				
4100 · CIP Revenue				
4110 · Concert Series CIP			8,000.00	18,000.00
4120 · Holiday Decorations CIP				
4130 · Pavilion Installation CIP			2,000.00	2,000.00
4140 · CIP Event Support- South Elm Charrette			12,000.00	
Total 4100 · CIP Revenue			22,000.00	20,000.00
4300 · Passthrough Events				
4400 · Latino			50,000.00	50,000.00
4430 · Art Fund			10,000.00	10,000.00
Total 4300 · Passthrough Events			60,000.00	60,000.00
4540 · Reimb Exp (Holiday Decorations)			11,000.00	11,000.00
4600 · Building Improvement Prog Rev				
4601 · BIP Revenue-Current Year			0	0
4610 · Interest Income			0	0
Total 4600 · Building Improvement Prog Rev			0	0
Total 4199 · RESTRICTED REVENUE			93,000.00	91,000.00
Total Program Revenue	464,258.88	423,045.00	172,621.17	179,045.00
Total Income				



6-3

Intown Manchester Budget Proposal FY 10

3/31/2009

Expense	113,685.00	113,685.00	Salaries level (benefits reduced-see below)
5999 - UNRESTRICTED EXPENSE			
6000 - Salaries & Benefits	113,685.00	113,685.00	
6001 - Salaries	1,400.00	1,400.00	
6003 - Bonuses	8,980.00	8,900.00	
6011 - Employer FICA & Medicare	500	430	
6012 - Employer NH SUI	11,338.00	9,000.00	FY 10 reduced 4%, emp. qualify FY 10, (w/held last Q pmt in FY 09)
6021 - Benefits-Employer Contribution	460	425	
6029 - Insurance-Worker's Comp	2,700.00	2,700.00	
XXXX- Parking			
Total 6000 - Salaries & Benefits (3 people)	139,063.00	136,540.00	
6100 - Office Administration			
6150 - Bank Service Charges	25	44	
6210 - Computer Hardware & Services	1,000.00	1,400.00	
6240 - Copy Services	50	35	
6260 - Depreciation Expense	5,500.00	**	
6270 - Donations & Contributions	0	0	
6280 - Electricity	4,200.00	4,000.00	
6290 - Filing Fees	75	75	
6300 - Insurance-Business	2,444.00	2,444.00	
6320 - Janitorial Services	1,236.00	1,236.00	
6340 - Miscellaneous Expense	238.75	236	
6345 - Office Equipment & Tools	100	100	
6350 - Office Eq Lease & Srvc Contr	750	750	
6360 - Office Supplies	1,800.00	1,637.00	
6370 - Photography & Supplies	100	100	
6380 - Postage/Meter, Box Rent, Permits	2,000.00	2,000.00	
6390 - Postage Meter Rental & Supplies	300	300	
6410 - Rent & CAM	19,650.00	19,650.00	
6450 - Subscriptions & Publications	225	225	
6470 - Telephone & Internet	2,600.00	3,000.00	
Total 6100 - Office Administration	42,293.75	37,232.00	
6500 - Events - Intown			
6520 - Noon Series -Summer Buskers		1000	430
6540 - Promotions and Events/Eats Week		500	0
6560 - Taste of Downtown		6,000.00	3,627.00
6590 - Holiday Program Stroll + Parade		10,000.00	7,284.00
Total 6500 - Events - Intown		17,500.00	11,341.00
			Goal-Televise on WMUR

Intown Manchester Budget Proposal FY 10

3/31/2009

6600 · Maintenance & Beautification							
6002M · M&B/Wages	82,400.00				70,840.00		
6003M · M&B/Bonuses	1,500.00				1,500.00		
6011M · M&B/Employer FICA & Med	5,500.00				5,100.00		
6012M · M&B/Employer NH SUI	530				430		
6021M · M&B/Benefits-Employer Contrib	5,482.00				4,477.13		
6029M · M&B/Workers Comp Insurance	3,882.00				3,882.00		
6000M- TOTAL M & B compensation (2FT, 2PT)	99,294.00				86,229.13		
6605 · Street Banners						35,000.00	35,000.00
6620 · Contract Svcs-Maint.	1000				0		
6630 · Graffiti Removal	250				150		
6650 · Insurance-Vehicles	1,724.00				1,724.00		
6655 · Marketing-Streetscape-Signage						800	655
6660 · Registration & Taxes	250				250		
6670 · Street Furnishings & Plantings						2,000.00	1,677.00
6680 · Supplies,Gas&Repairs,Trash Disp	6,750.00				6,500.00		
6685 · Electricity-Shed	300				300		
Total 6600 · Maintenance & Beautification	10,274.00				8,924.00	37,800.00	37,332.00
6700 · Marketing & Communications							
6710 · Marketing & Dev-	0				0		
6720 · Newsletter Productions	3,000.00				3,000.00		
6730 · Printing & Distribution	300				600		
6740 · Website & E-Communications	1500				750		
Total 6700 · Marketing & Communications	4,800.00				4,350.00		
6800 · Professional & Outside Services							
6810 · Accountant & Auditor	3,300.00				3,000.00		
6820 · Bookkeeping Service	3,000.00				3,000.00		
6830 · Contract Services (do not use)	0				0		
6840 · Contract Services-Management	0				0		
6850 · Payroll Service	2,000.00				2,000.00		
Total 6800 · Professional & Outside Services	8,300.00				8,000.00		
6900 · Staff Expenses							
6910 · Conferences & Travel	0				0		
6920 · Dues, Meetings, Assoc.	750				751		
6930 · Staff Training- Education, Seminars	500				0		
6940 · Meeting Exp & Intown Annual Mtg						6,300.00	4,630.00
6950 · Misc. Staff Exp.	500.00				600.00		
XXXX- Carryover expense from FY 09	3,884.13						
Total 6900 · Staff Expenses	5,634.13				1,351.00	6,300.00	4,630.00
Total 5999 · UNRESTRICTED EXPENSE	309,658.88				282,626.13		

Wages Level - New maint. worker(s) PT  
reduced 4% - FY 10, (w/hold last Q pmt.in

Intown Manchester Budget Proposal FY 10

7100 · RESTRICTED EXPENSES			
6510 · CIP Event Support-Chairrette		12,000.00	0
6535 · Pavilion Installation-CIP		2,000.00	2,000.00
6550 · Summer Series-CIP		8,000.00	18,000.00
6640 · HolidayDecorations Reimbursable		11,000.00	11,000.00
6645 · Holiday CIP Expense		0	0
7010 · Bldg Impr Program Expense		0	0
7120 · Latino Festival		50,000.00	50,000.00
7140 · Manchester Art Fund		10,000.00	10,000.00
Total 7100 · RESTRICTED EXPENSES		93,000.00	91,000.00
Total Program Expense	464,258.88	154,600.00	144,303.00
Total Expense	426,929.13		

Net Ordinary Income	0.00	-3,884.13
Net Income	0.00	-3,884.13
Depreciation Expense	-5500	
		-9,384.13

posted at year end\*\*

\* No increase, past 5 years - flat budget resulted in \$11K shortfall FY 10 - \$11K shortfall FY 09 + Freeze on 4Q spending

Proposed FY 10 - \$11K shortfall FY 09 + Freeze on 4Q spending

South Elm+ new maint. hires \$657,073,096.00

Valuation of CBSD 2008 \$657,073,096.00

South Elm 2008 \$37,302,400.00

TOTAL Valuation CBSD \$694,375,496.00

tax \$0.42

Assessment 2009 \$291,637.71 \$243,117.05

6-6

## AGREEMENT

This Agreement effective the 15<sup>th</sup> day of July 2008 between the City of Manchester Planning and Community Development Department, for the Central Business Service District (CBSD) hereinafter referred to as "Owner" and Intown Manchester Management, Inc., hereinafter referred to as the "Operating Agency".

For the considerations set forth herein, the parties agree as follows:

1. Intown Manchester Management, Inc., having been determined to meet the criteria set forth in Section 39.09 (A)(9) of Chapter 39: Procurement Code of the City of Manchester to perform various services within the Central Business Service District ("the District"), shall provide to the Owner the services, supplies, materials and equipment, as set forth in the attached List of Responsibilities and Conditions (Attachment A). Said list is hereby incorporated by reference and made a part of this Agreement as if set forth herein in full.
2. The Owner shall make available for compensation of expenditures incurred in the provision and management of said services to the Operating Agency, the entire District Budget, which for purposes of this Agreement shall mean the total special assessment warranted for collection from the District for the fiscal year in question.

### ARTICLE 1 OPERATING AGENCY'S RESPONSIBILITIES

- 1.1 Performance of services subject to conditions as set forth in Attachment A.
- 1.2 Performance of services in accordance with budget proposal dated March 2, 2008 and submitted to Owner in accordance with the City's Annual Budget preparation schedule. (attached hereto.)
- 1.3 Additional services as may be mutually agreed upon by the Operating Agency and the Owner.

### ARTICLE 2 OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide full information regarding its requirements for this project.
- 2.2 The Owner shall designate a representative to act on its behalf with respect to the project. The Owner shall monitor and evaluate the performance of the Operating Agency from time to time and shall render decisions pertaining thereto promptly to avoid unreasonable delays in the progress of the Operating Agency in carrying out its services.

- 2.3 The Owner shall agree to a good faith effort to meet the "Conditions" as specified in Attachment A subject to action of the Board of Mayor and Aldermen and of the Department of Highway. It is understood that the performance of certain items by the Operating Agency as specified in Attachment A will depend upon appropriation of funding for those items through the Capital Improvements Program of the City of Manchester.
- 2.4 Severability. Each separate Task Item will be carried out by the Operating Agency for which Conditions as specified in Attachment A have been met by the City of Manchester or its various departments. Non-performance of a specific Condition as set forth in Attachment A by the City of Manchester or its various departments will render the performance of that specific Task Item non-binding upon Operating Agency upon sole discretion and determination of the Operating Agency. All other Task Items for which conditions are met would be performed as outlined in Attachment A.

ARTICLE 3  
PAYMENTS TO THE OPERATING AGENCY

- 3.0 The Owner shall pay the Operating Agency for services rendered in accordance with this Article 3.
- 3.1 Basic Services: Disbursement of the District Budget shall be made in quarterly installments during each year of the term hereof, on the fifteenth (15<sup>th</sup>) day of the month in which they are scheduled. The payments shall be made in accordance with the following schedule, with 3% of the total \$244,000.00 budget held as retainage until the final payment on April 15:

August 15	33%
October 15	21.5%
January 15	21.5%
April 15	21.0% plus 3% retainage

ARTICLE 4  
AGREEMENT PERIOD

- 4. The services desired under this Agreement will commence on July 1, 2008 and will continue until June 30, 2009, said Agreement as approved by the Board of Mayor and Aldermen at their meeting of May 19, 2008.

ARTICLE 5  
RECORDS

- 5.1 Records of the Operating Agency pertaining to this Agreement shall be kept on a generally recognized accounting basis and shall be available to the Owner or its authorized representative at mutually convenient times.
- 5.2 The Operating Agency shall maintain its calculations on file in legible form and available to the Owner.

- 5.3 The Operating Agency must maintain records to show actual times devoted and costs incurred for services performed in accordance with Attachment A and for additional services as mutually agreed upon as in Section 1.2 above.
- 5.4 The Operating Agency shall permit the authorized representatives of the Owner and appropriate federal and/or State of New Hampshire Departments and Agencies, to inspect and audit at reasonable times, all data and records of the Operating Agency relating to its performance under this Agreement.

ARTICLE 6  
TERMINATION OF AGREEMENT

- 6.1 Termination for Cause: This Agreement may be terminated by either party upon sixty (60) days written notice should the other party materially default in the performance of the Agreement; provided however, that the party receiving such notice shall have a period of thirty (30) days in which to cure (or to begin in good faith such cure where it will reasonably take more than thirty [30] days), such default, and in such event this Agreement shall not be terminated. In the event the Operating Agency shall be defaulted hereunder, all records, assets, property and documents of any nature, prepared or purchased by the Operating Agency under this Agreement shall at the option of the Owner, become its property and the Operating Agency shall be entitled to just and equitable compensation for any work satisfactorily completed to the date of termination. Notwithstanding the above, the Operating Agency shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any break of the Agreement by the Operating Agency and the Owner may withhold any payments to the Operating Agency for the purpose of set-off until such time as the exact amount of damages to the Owner from the Operating Agency is determined.
- 6.2 Enabling Legislation Revisions: This Agreement may be terminated by the Owner upon thirty (30) days written notice should the State Enabling Legislation allowing for the District's existence and revenue collection authority be repealed or amended in a manner which would make such revenue collection or existence unlawful.

ARTICLE 7  
SUCCESSORS AND ASSIGNS

7. The Owner and the Operating Agency each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Operating Agency shall not assign, sublet or transfer its interest in this Agreement without the written consent of the Owner.

ARTICLE 8  
EXTENT OF AGREEMENT

8. This Agreement represents the entire and integrated agreement between the Owner and the Operating Agency and supersedes all prior negotiations, representations or

agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Operating Agency.

ARTICLE 9  
INSURANCE REQUIREMENTS

9.1 INDEMNIFICATION AND INSURANCE REQUIREMENTS: In consideration of the utilization of Operating Agency's services by the City of Manchester and other valuable consideration, the receipt of which is hereby acknowledged, Operating Agency agrees that all persons furnished by Operating Agency shall be considered the Operating Agency's employees or agents and that Operating Agency shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law. Operating Agency hereby agrees to protect, defend, indemnify, and hold the City of Manchester and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgements, penalties, interests, court costs, legal fees and all other expenses including claims, liens, debts, personal injuries including injuries sustained by employees of the City, death or damages to property, including property of the City, and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this Operating Agency Agreement. Operating Agency agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the Operating Agency. Operating Agency also agrees to bear all other costs and expenses related thereto, even if the claims or claims alleged are groundless, false or fraudulent.

Operating Agency agrees to maintain in full force and effect:

A. Comprehensive General Liability Insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage, XCU coverage, and contractual liability coverage insuring the Agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability.

B. Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage.

C. Workers' Compensation insurance whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 for each accidental injury and, with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.

- D. Any and all deductibles of the above-described insurance policies shall be assumed by and be for the account of, and at the sole risk of Operating Agency.
- E. Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
- F. Operating Agency agrees to furnish certificates of the above-mentioned insurance to the City of Manchester within fourteen (14) days from the date of this Agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name the City of Manchester, the Planning and Community Development Department, and the Central Business Service District as the additional insured and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, One City Hall Plaza, Manchester, NH 03101, the Planning and Community Development Department, and the Central Business Service District at least thirty (30) days in advance of such cancellation or change.
- G. The purchase of the insurance required or the furnishing of the aforesaid certificate(s) shall not be a satisfaction of Operating Agency's liability hereunder or in any way modify the Operating Agency's indemnification responsibilities to the City of Manchester and the Planning Department.
- H. It shall be the responsibility of Operating Agency to ensure that all of its subcontractors comply with the same insurance requirements that it is required to meet unless waived by the Owner's Risk Manager.

ARTICLE 10  
Grantor Recognition

10. GRANTOR RECOGNITION. The Operating Agency shall recognize the role of the City of Manchester Planning and Community Department's Community Improvement Program (Grantor) in the provision of services, goods and or activities through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Operating Agency will include a reference to the support provided herein in all publications, public advertisements or media announcements regarding the project made possible with the funds available under this Agreement. The Operating Agency also agrees to display in a visible and conspicuous location decals and or banners provided by the City which reference support by the City of the Program made possible through this Agreement.

ARTICLE 11  
OTHER CONDITIONS

11.1 Equal Employment Opportunity: In connection with the execution of this Agreement, the Operating Agency shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Operating Agency shall take affirmative action to insure that applicants are treated during their employment without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation and selection for training including apprenticeship.

IN WITNESS WHEREOF, the City and the Operating Agency have respectively caused this Agreement to be duly executed in duplicate as of the day and year first above written.

CITY OF MANCHESTER

ATTEST:

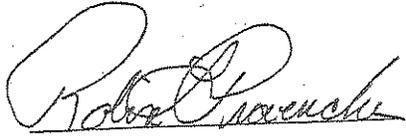
  
Witness: Samuel A. Maranto, Manager  
Community Improvement Program

BY:

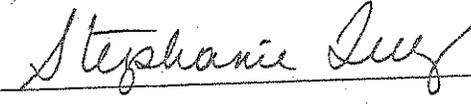
  
Pamela Goucher, Interim Director  
Planning and Community Development Department

INTOWN MANCHESTER

ATTEST:

  
Witness

BY:



Attachment A

Central Business Service District Management  
General Conditions/Scope of Services

The Operating Agency shall meet with the Central Business Service District Advisory Board or a designated representative of the CBSD as often as may be necessary to review and resolve any issues that may arise during the period of the contract agreement.

The Operating Agency shall provide no less than quarterly progress and status reports to the CBSD Advisory Board on accomplishments, contractual obligations, planned activities and other items of importance to the District welfare.

The Operating Agency shall abide by all Local Municipal, State and Federal Laws, Rules, Ordinances, Regulations, Statutes, Codes, Standards and the like that may be applicable in the provision of services under this Agreement.

The Operating Agency shall be responsible to ensure that all subcontracts entered into are with responsible and reputable businesses properly licensed to operate in the State. These subcontractors shall also be required to abide by the conditions imposed upon the Operating Agency and all of their employees shall conduct themselves in a professional and business like manner in the provision of services conducive of producing a positive image for the District.

Paramount to the success and effectiveness of the Operating Agency's efforts is the functioning of the Intown Manager's Office, which will professionally manage on a daily basis the desired programs of the CBSD. The District Manager will be responsible for the coordination of efforts focusing on the following three areas that will benefit the CBSD.

1) Maintenance Services: The Operating Agency shall ensure that public areas within the District are clean and inviting including after District Events and weekends, and that items requiring maintenance not within the jurisdiction of the Operating Agency are brought to the attention of the appropriate City Department.

More Specifically:

A) Tasks to be provided/administered:

- 1) Sidewalk /Alleyway Sweeping/Cleaning.
- 2) Flower planter care & watering.
- 3) Trash Receptacle Acquisition and Maintenance.

B) Tasks to coordinate with City Departments:

- 1) Right of Way Streetscape Furniture Maintenance.
- 2) Pedestrian Symbol & Crosswalk Painting.
- 3) Street and Median Strip Maintenance and Weed Control.
- 4) Sidewalk Surface Repair
- 5) Street Lighting Repair

2) Beautification: The Operating Agency shall take efforts to improve the greening and flowering of the District; to promote façade and private signage upgrades; promote and ensure the installation and timely removal of seasonal displays and promote other lively streetscape features such as banners and lighting.

A) Tasks to be provided/administered

- 1) Planting of seasonal floral arrangements and lighting displays
- 2) Installation and upkeep of Banners

B) Tasks to coordinate with City Departments/ Other Entities

1) Enhancements of public parks/plazas/ parking facilities. Initiate and coordinate efforts with various City Departments, District Businesses and organizations to create a unique and attractive "Downtown" ambience through the installation of period lights, creation of "sidewalk cafes", antique/arts and craft shoppes, etc.

2) Placement of floral arrangements – work with For Manchester and other organizations in the selection of locations for new planters and arrangements.

3) Organize and coordinate volunteer cleanup campaigns.

3) Communication & Marketing

1) Outreach to CBSD Property Owners & Businesses; develop a familiarity and level of comfort with members.

2) Advocating for CBSD Businesses and the "Downtown Lifestyle"

3) CBSD Marketing & Promotion of all Districts events and activities.

In addition the District Manager's office will be expected to:

- Plan, coordinate and promote downtown events such as free concerts, Summer and winter festivals, road races, farmer's markets etc.
- Continue with the circulation of a District Newsletter and other printed materials as well as develop and maintain a comprehensive email database to provide information on location of stores and businesses; special events and activities; new District Tenants; recognize the efforts of District Tenants to improve their properties and other items of interest.
- Work with Police Department towards improving public's perception of safety in the District.
- Create Pride of Ownership and Occupancy in The District Program.
- Concentrate efforts with organizations having interest in the District such as the Manchester Historic Association, Chamber of Commerce & For Manchester etc.
- Initiate all other efforts as appropriate to further the promotion of the District.
- Create a spirit of cooperation and cohesiveness among District Businesses and Property Owners, institute and promote uniform hours of operation.
- Coordinate with City Planning Department and other organizations towards development and implementation and continued operation of programs for:
  - 1) Business Facade Improvement
  - 2) Sign standards
  - 3) Maintenance of historical integrity of District Buildings
- Focus efforts on methods to make District more pedestrian friendly, coordinate with City Highway Department relative to planned District Street Improvements.
- Business/Economic Development/Physical Inventory Development
- Create and maintain an inventory of available retail, office, manufacturing and other space available work with Manchester Economic Development Office and Chamber of Commerce to market space to developers and businesses seeking space.
- Coordinate with Chamber of Commerce Hospitality Committee towards the aim of increasing tourism potential.

City of Manchester  
New Hampshire

In the year Two Thousand and Eight

A RESOLUTION

"A Resolution appropriating to the Central Business Service District the sum of \$257,795.62 from Central Business Service District Funds for Fiscal Year 2009."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

That the sum of Two Hundred Fifty Seven Thousand Seven Hundred Ninety Five Dollars and Sixty Two Cents (\$257,795.62) from Central Business Service District funds shall be hereby appropriated to the Central Business Service District for Fiscal Year 2009 as follows:

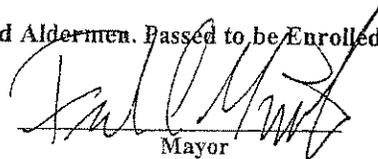
RESTRICTED FUNDS: Subject to the approval of the Interim Planning Director.

Expenses..... \$257,795.62

TOTAL..... \$257,795.62

RESOLVED that this Resolution shall take effect upon its passage.

May 19, 2008. In Board of Mayor and Aldermen. Passed to be Enrolled.

  
Mayor

		Assessment Budget FY 09	
Ordinary Income/Expense			
Income			
4000 · UNRESTRICTED REVENUE			
4005 · City Assessments Revenue		244,000.00	same since July 2006
4500 · Program Revenue			
4510 · Maint. & Beautification -		1,000.00	
4520 · Marketing & Dev. Revenue (incl. Annual meeting )		10,000.00	
4521 · Street banners		40,000.00	brought in house - 2007
4522 · Christmas Parade		3,000.00	no one to organize, asked to step in- 2007
4530 · Miscellaneous Rev. (incl fees for escrow accts)		1,350.00	
4550 · Sponsorships + ads (Events, concerts & brochure)		9,000.00	
4560 · Taste of Downtown Rev.		22,500.00	event started in 2006
4570 · Reserve Funds (Balance Forward FY 08)		3,500.00	
Total 4500 · Program Revenue		90,350.00	
Total 4000 · UNRESTRICTED REVENUE		334,350.00	
Expense			
5999 · UNRESTRICTED EXPENSE			
6000 · Salaries & Benefits		0.00	
6001 · Salaries			
6001 · Salaries		113,685.00	Exec dir. salary same since July 2005
6003 · Bonuses			
6003 · Bonuses		1,200.00	2 staff -1 week pay
6011 · Employer FICA & Medicare			
6011 · Employer FICA & Medicare		8,900.00	
6012 · Employer NH SUI			
6012 · Employer NH SUI		430.00	
6021 · Benefits-Employer Contribution			
6021 · Benefits-Employer Contribution		12,000.00	
6029 · Insurance-Worker's Comp			
6029 · Insurance-Worker's Comp		425.00	
Total 6000 · Salaries & Benefits		136,640.00	
6100 · Office Administration			
6150 · Bank Service Charges		0.00	
6210 · Computer Hardware & Services		250.00	
6240 · Copy Services		250.00	
6260 · Depreciation Expense		4,000.00	
6270 · Donations & Contributions		250.00	
6280 · Electricity		4,600.00	
6290 · Filing Fees		75.00	
6300 · Insurance-Business		4,420.00	
6320 · Janitorial Services		1,235.00	
6340 · Miscellaneous Expense		235.00	
6345 · Office Equipment & Tools		100.00	
6350 · Office Eq Lease & Srvc Contr		750.00	
6360 · Office Supplies		1,600.00	
6370 · Photography & Supplies		100.00	
6380 · Postage/Meter,Box Rent, Permits		2,500.00	
6390 · Postage Meter Rental & Supplies		550.00	
6410 · Rent		19,500.00	same for 3 years
6450 · Subscriptions & Publications		375.00	
6470 · Telephone & Internet		3,000.00	
Total 6100 · Office Administration		43,790.00	
6500 · Events - Intown			
6520 · Noon Series		1,500.00	
6540 · Promotions and Events: Eats Week		2,000.00	
6560 · Taste of Downtown		3,000.00	
6590 · Holiday Parade		2,000.00	
Total 6500 · Events - Intown		8,500.00	

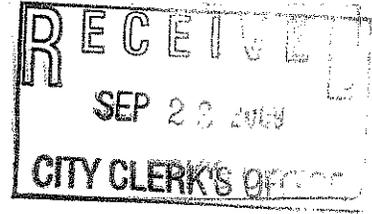
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	6600 · Maintenance & Beautification	0.00		
	6002M · M&B/Wages	64,866.00	same as last year	
	6003M · M&B/Bonuses	1,500.00		
	6011M · M&B/Employer FICA & Med	5,100.00		
	6012M · M&B/Employer NH SUI	430.00		
	6021M · M&B/Benefits-Employer Contrib	6,400.00		
	6029M · M&B/Workers Comp Insurance (Doubled from 07)	4,600.00	doubled since 2007	
	6605 · Street Banners	24,000.00		
	6620 · Contract Svcs-Maint.	0.00	gum removal on sidewalks	
	6630 · Graffiti Removal	300.00		
	6650 · Insurance-Vehicles	0.00		
	6655 · Marketing-Streetscape (Signage)	200.00		
	6660 · Registration & Taxes	300.00		
	6670 · Capital Expense - Flowers,	2,500.00		
	6680 · Supplies, Gas&Repairs, Trash Disposal	5,000.00		
	6685 · Electricity-Shed	450.00		
	<b>Total 6600 · Maintenance &amp; Beautification</b>	<b>115,646.00</b>		
	6700 · Marketing & Policy	0.00		
	6710 · Marketing and development	450.00		
	6720 · Newsletter Productions	6,700.00		
	6730 · Printing & Distribution	2,000.00		
	6740 · Website & E-Communications	750.00		
	<b>Total 6700 · Marketing &amp; Policy</b>	<b>9,900.00</b>		
	6800 · Professional & Outside Services	0.00		
	6810 · Accountant & Auditor	3,600.00		
	6820 · Bookkeeping Service	3,000.00		
	6840 · Contract Services-Management	0.00		
	6850 · Payroll Service	1,574.00		
	<b>Total 6800 · Professional &amp; Outside Services</b>	<b>8,174.00</b>		
	6900 · Staff Expenses	0.00		
	6910 · Conferences & Travel	2,500.00		
	6920 · Dues, Meetings, Assoc.	1,200.00		
	6930 · Education, Seminars	0.00		
	6940 · Meeting Exp - Intown Annual Mtg,	5,000.00		
	6950 · Parking & Misc. Staff Exp.	3,000.00		
	<b>Total 6900 · Staff Expenses</b>	<b>11,700.00</b>		
	<b>Total 5999 · UNRESTRICTED EXPENSE</b>	<b>334,350.00</b>		
NET				
<b>Net Unrestricted Income</b>		<b>0.00</b>		

6-19



**OFFICE OF THE CITY CLERK**  
**Business Licensing & Enforcement Div.**  
**One City Hall Plaza**  
**Manchester, NH 03101**  
Tel: (603) 624-6348 Fax: (603) 624-6481



To: Matt Normand  
City Clerk

From: Kevin M. Kincaid  
Business Licensing & Compliance

Date: September 23, 2009

Re: Hearing Request

Please be advised that the enclosed is a letter received by the Office of the City Clerk on this date in reference to a denial of a taxi license. Mr. Kolenski was denied a taxi license due to a disqualifying conviction.

The subject is requesting a hearing with the Committee on Administration.

Sincerely,

Kevin M. Kincaid  
Licensing & Compliance Coordinator  
Business Licensing & Enforcement Div.  
Office of the City Clerk



**OFFICE OF THE CITY CLERK**  
**Business Licensing & Enforcement Div.**  
**One City Hall Plaza**  
**Manchester, NH 03101**  
Tel: (603) 624-6348 Fax: (603) 624-6481

Committee on Administration  
Office of the City Clerk  
One City Hall Plaza  
Manchester, NH 03103

**HEARING REQUEST FORM**

Date: 9/10/09

To Whom It May Concern:

I would like to request a hearing before the Committee on Administration to discuss the decision to deny/revoke my application for a license to drive a taxicab in the city of Manchester.

Sincerely,

DAVID Kolenski  
254 Brickell Rd  
Manchester NH 03109  
603 296-5406

Tabled 3/16/09



Matthew Normand  
Acting City Clerk

**CITY OF MANCHESTER**  
*Office of the City Clerk*

MEMORANDUM

TO: Committee on Administration/Information Systems  
Aldermen O'Neil, Garrity, Osborne, Pinard, Murphy

FROM: Matthew Normand  
Acting City Clerk

DATE: February 6, 2009

RE: Proposed Policy on Street Closures

On November 24, 2008, the Committee requested that the City Clerk's Office review the current procedures for street closure for special entertainment events and propose some suggestions to improve the process. After some prior discussions with the Parking Division, Police, and Mayor's Office as well as members of the Committee, we have attached some recommendations for the Committee's consideration.

Our intent is to continue permitting street closures for entertainment related events under current procedures and ordinances but to add some additional oversight by including the Parking Division approval, notification to abutting businesses, and Committee on Administration involvement under certain conditions.

Please call me should you have any questions or concerns. Thank you.

pc: Sgt. J. Flanagan, Police Department  
T. Clark, Solicitor's Office  
B. Stanley, Parking Division  
S. Thomas, Mayor's Office

8-1

## Proposed procedures for street closures for entertainment purposes

### Policy

Temporary street closures for Entertainment Place of Assembly Permits may be granted by the City of Manchester based on the following standards:

1. Application for street closure must be submitted at least 30 days prior to event.
2. Any application received after deadline shall be denied by the Office of the City Clerk and submitted to Committee on Administration/Information Systems for approval.
3. The activity may not impair normal Fire and Police operations.
4. The City shall not incur additional costs related to street closure.
5. Businesses directly abutting the proposed street closure will be notified by Office of the City Clerk.
6. Multiple requests for street closures on same block in a close proximity of time may be referred to the Administration/Information Systems for consideration.

### Procedure

1. Application must be filed with the Office of the City Clerk with appropriate approvals from Police, Fire, Highway and the Parking Division.
2. Applicant must provide detailed plans for street closure with application. Details shall include times and date of closure, description of event and purpose for request.
3. Office of City Clerk will notify in writing all abutters affected by closure.
4. All clean-up is responsibility of applicant.
5. Any additional costs for City services shall remain the responsibility of applicant.
6. All decisions of the Committee on Administration/Information Systems are final.

Tabled 3/16/09

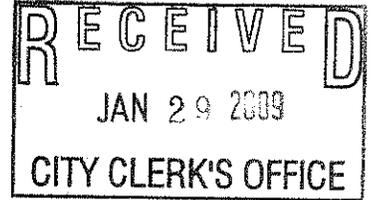
Thomas R. Clark  
City Solicitor



Peter R. Chiesa  
Gregory T. Muller  
John G. Blanchard  
Jeremy A. Harmon

Thomas I. Arnold, III  
Deputy City Solicitor

**CITY OF MANCHESTER**  
*Office of the City Solicitor*



January 29, 2009

Matthew Normand, Acting City Clerk  
City of Manchester  
One City Hall Plaza  
Manchester, NH 03101

RE: **Naming Rights Policy**

Dear Matt:

Enclosed is the draft naming rights policy requested by the Board at its meeting on December 16, 2008.

Very truly yours,

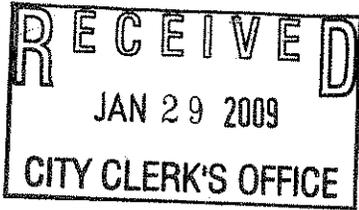
Thomas R. Clark  
City Solicitor

TRC/hr  
Enclosure

In board of Mayor and Aldermen  
Date: 2/3/09 On Motion of Ald. Lopez  
Second by Ald. Sullivan  
Voted to refer to Committee on Administration

  
City Clerk

9-1



DRAFT

POLICY ON NAMING  
CITY PROPERTY

All requests to name city owned or controlled real property, buildings or structures shall be submitted, in writing, to the Board of Mayor and Aldermen for referral to the department or entity having jurisdiction over the real property, building or structure. The written request shall contain the following information:

- Background information detailing the appropriateness of the intended name.
- Background information on the real property, building or structure in question.
- How any costs associated with the naming shall be funded.

The department or other entity shall review the written request and forward a recommendation to the Board of Mayor and Aldermen for referral to the Committee on Lands and Buildings.

The Committee on Land and Buildings shall take such action as it deems appropriate and report its recommendation to the Board of Mayor and Aldermen.

**To the Board of Mayor and Aldermen of the City of Manchester:**

The Committee on Public Safety, Health and Traffic respectfully recommends, after due and careful consideration, that the request from Barbara Potvin, New England Sampler, for the City to hold a public forum to discuss the closing off of city streets be referred to the Committee on Administration/Information Systems.

*(Unanimous vote)*

Respectfully submitted,



Clerk of Committee

At a meeting of the Board of Mayor and Aldermen held October 21, 2008, on a motion of Alderman Sullivan duly seconded by Alderman O'Neil the report of the Committee was accepted and the recommendations adopted.



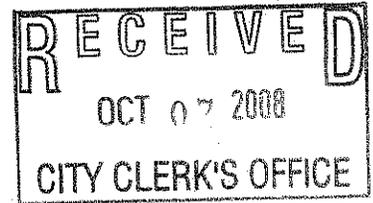
Deputy City Clerk



The  
New England  
Sampler

Specializing in  
New England Products  
&  
Specialty Foods

42 Hanover St.  
Manchester, NH 03101  
603.626.4477



September 26, 2008

Dear Mayor Guinta, Aldermen Mark Roy, Mike Lopez, Dan O'Neil, Peter Sullivan & Brandy Stanley,

As you may already know, the Palace Theatre held a fundraising event last Thursday, September 18<sup>th</sup>. Attached is a petition signed by a number of business owners and managers located on the one-way section of Hanover St., between Chestnut and Elm Street. Peter Ramsey, the Executive Director of the Palace Theatre has been provided a copy of this petition and discussions have been held with Peter. Stephanie Lewry, from Intown was present at a discussion between Peter Ramsey, and myself, Barbara Potvin regarding this petition, the blocking off of the street and the implications of blocking the streets off for any such event.

During this discussion, Peter Ramsey had suggested that the City of Manchester might consider holding a Public Forum to discuss the process of closing off city streets and the impact that these closings have on local small businesses as well as the benefits drawn by the City of Manchester and its local citizens. After great consideration and input from other businesses on Elm St., that have faced this situation and dilemma, I agree with Peter that a public discussion would be helpful and could provide us all, including the City Hall with a policy that addresses and considers the welfare of all business owners/managers, local community members as well as Manchester City Hall.

Feel free to contact me at 603-626-4477 with any questions you might have regarding this request and this petition.

Sincerely,

Barbara J. Potvin

Owner

The New England Sampler

cc: Peter Ramsey, Stephanie Lewry

September 19, 2008

We the signed business managers and owners would like the City of Manchester to know of our discontent and concern regarding the blocking off of Hanover St., between Chestnut and Elm on Thursday, September 18, 2008 for the Palace Theatre's Wine Tasting and Fundraising event. It is our understanding that they did not have permission to block off the parking spaces, but did have permission to block the street after 2PM. However, it should be noted, that most business owners and managers were not included in this decision nor were the majority notified that this would occur prior to this week. Many were never informed and only realized on Thursday when they saw the cones along the parking space.

Further, our concerns include:

- Most businesses were not informed that the streets and parking spaces along this stretch of Hanover St. would be inaccessible throughout most of the day.
- As business owners and managers we are concerned with the significant loss of revenue for each business located on this section of Hanover St. Many businesses had to either reschedule or cancel appointments. Others noted a drop in their sales because of the inaccessibility of the street and on-street parking. Some even ended up closing early due to the loss of revenue and lack of access for customers.
- Our concerns also include loss of revenue for the City of Manchester. Many parking spaces on both sides of the road were blocked off as early as 8AM.
- Finally, there is a concern for public safety and property, whenever such events occur, since ambulances and fire trucks can not safely access Hanover St. between Chestnut and Elm during the aforementioned events.

The following business owners/managers would like register their concerns regarding the lack of opportunity to give input and recommendations, as well as the lack of appropriate notification as to when these types of events will be occurring.

Name:	Business Name:	Address:
Scott Sewale	Suddenly Swans Gourmet Deli	87 Hanover St
Donna J. DeSole	A Branch Inn Wine	81 Hanover St
Bill Miller	OK PARKERS	89 Hanover St
Jim Vignetta	RHEMPT PHOTOGRAPHERS	72 HANOVER ST
Chris A. K. E.	EMBASSY	54 Hanover St.
Anthea Lessard	Shop Estella	52 Hanover St.
Jeanine Sulwester	Runners Alley	36 Hanover St
Susan Maria	STAIN RESTAURANT	32 HANOVER ST
Sun Chung	Korean Place Restaurant	110 Hanover St.
Karen Havel	Cottages Design Furniture	73 Hanover St.
Barbara Blum	The New England Sampler	42 Hanover St.
John Blum	John on Hanover	26 Hanover St.
Lisa Blum	Sally Linn Jewelry	83 Hanover St