

AGENDA

COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS

November 9, 2009

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

6:00 PM

Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman O'Neil calls the meeting to order.
2. The Clerk calls the roll.
3. Policies and procedures for compliance with Red Flag, State Statute and Payment Card Industry requirements submitted by Jennie Angell, Director of Information Services.

(Note: Attached is a letter from Jane Gile, Human Resources Director, regarding the Sensitive Information Policy and Program.)

Gentlemen, what is your pleasure?

4. Communication from Jennie Angell, Director of Information Services, updating the Committee on the current status of credit card acceptance and requesting a recommendation from the Committee on moving forward.

Gentlemen, what is your pleasure?

5. Communication from Journey Ewell, Co-President of the Friends of the Manchester Animal Shelter, requesting an amendment to the Service Contract between the Friends of the Manchester Animal Shelter and the City of Manchester.

Gentlemen, what is your pleasure?

TABLED ITEMS

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

6. Recommendation from Matthew Normand, Acting City Clerk, regarding a policy for street closures and license events.

(Tabled 03/16/09)

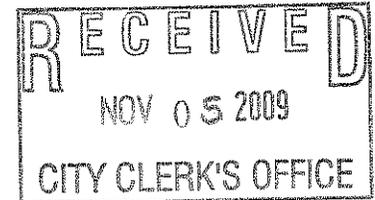
7. Communication from Thomas Clark, City Solicitor regarding a Naming Rights Policy.
(Note: Referred by the Board of Mayor and Aldermen on 2/3/09. Tabled 03/16/09)

8. 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)

9. 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. Tabled 10/6/09 waiting for Request for Qualifications)

10. There being no further business, a motion is in order to adjourn.

Jennie Angell
Director, Information Services



CITY OF MANCHESTER
Information Systems Department

November 2, 2009

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

Dear Alderman O'Neil;

The Information System Department, with the assistance of Finance, City Solicitor, City Auditor, Human Resources, and the Parking Division has put together the following policies and procedures so the City will be in compliance with Red Flag, State Statute and Payment Card Industry requirements.

To be in compliance with the regulations and requirements, data security policies must be in place and approved by the highest level of management.

I will have a short presentation to discuss the requirements and I am requesting that you recommend the approval of these policies.

Sincerely,

Director of Information Services

Data Security Program

November 2009

Data Security Breaches

- Major security breaches have affected millions of people worldwide
- Locally, breaches affected
 - Hannaford's Supermarkets
 - "Life is good" online marketer
 - TJ Maxx and Marshalls

Many New Regulations

- Red Flag – Identity Theft
- State Statute 359-C "Right Privacy"
- Payment Card Industry Security Standard (PCI DSS) – Credit Cards
- Health Insurance portability and Accountability (HIPPA)

Regulation Coordination

- A committee to analyze the various regulation requirements and to coordinate the City's efforts was put together.
- This Data Security Committee has representatives from
 - Finance
 - City Solicitor
 - Risk Manager
 - City Auditor
 - Information Systems
 - Airport
 - Parking Division
 - Human Resources

Data Security Committee

- After considerable research, the committee is making recommendations in the following areas for the Data Security Program
 - Security Policies
 - Training
 - Staffing

Data Security Policies

- To be in compliance, formal security policies must be approved by the Board of Mayor and Aldermen.
- The following policies were drafted.
 - Network Security Policy
 - Department Network Security Policy
 - Payment Card Industry Security Policy
 - Information Technology Security Breach Incident Response Procedure

Red Flag Requirements

- The committee is also recommending that the "Sensitive Information Policy and Program" also known as the "Red Flag Policy" be brought under this program.

Security Policy Training

- All City Staff who have a city computer will be trained in house.
 - Security Administrators and Managers will have more in-depth training
 - Training will be conducted by Information Systems and Human Resources
 - Training must be updated at least annually
 - City staff without computers will be trained at a later date

Training Content

- Training topics will cover
 - Network Security Policy
 - Security Administration
 - E-mail
 - E-Discovery
 - File Storage
 - Best Practices
 - Acceptable Use
 - Red Flag Policy
 - Payment Card Industry Policy (when needed)
 - Incident Response Procedures

Without the Policies and Training

- Without the Policies and Training
 - The City would need to stop taking credit cards
 - The City would be unable to get Security and Privacy Liability Coverage
 - The City will be at greater risk for a security breach
- Information Systems would be very concerned about their ability to secure the data the City is responsible for

Staffing

- Information Security Management has become a highly technical and specialized field.
- Compliance with the new regulations and managing the affect new technology has on data security has become an ever increasing challenge.
- A job description for a "Computer Information Security Specialist" is being development with Human Resources.
- This additional staff person will be included in Information System's 2011 budget request.

Action Items

We are requesting the Committee on Administration and Information Systems recommend the following:

- The Security Policies be approved
- The "Red Flag" Policy be included with the other Security Policies
- Data Security Training be required for all city computer users

City of Manchester, NH
Information Systems Department

NETWORK SECURITY POLICY

Background: Network and data breaches have been occurring worldwide with increasing frequency and can enable identity and data theft. PCI, Red Flag, HIPAA and other security regulations require minimum standards of data protection. This document describes what the City of Manchester does to meet those standards. Technical adjustments to this policy will be made by the Information Systems Department when they are needed. Deviations to this policy must be approved in writing by the Director of Information Services.

- 1) Desktop Security
 - a) All PC software and hardware is purchased through the Information Systems Department or with a waiver from the Information Systems Department.
 - b) Information Systems maintains license information for all software installed on PCs.
 - i) License information is kept by fixed asset number of the CPU where the software is installed.
 - ii) Only legally licensed software is installed on City owned PCs.
 - c) Only Information Systems staff and Support Specialists authorized by Information Systems install software.
 - i) Employee owned software must be reviewed for licensing and compatibility with City applications before installation.
 - ii) Employee owned screen savers are not allowed.
- 2) Virus Software
 - a) Antivirus software that is specified by Information Systems is run on all desktops and file servers.
 - b) All PCs run real-time scanning so viruses on external storage devices will be detected.
 - c) The pattern file is updated on the main server whenever a new pattern is released from the vendor.
 - i) The pattern file is then replicated to all servers and desktops automatically.
 - d) The virus software automatically cleans and discards all viruses.
 - e) If the virus was attached to an e-mail, the recipient is notified that the attachment was dropped.
 - f) When new viruses start circulating in the world that might not be caught by the current pattern files, notification is sent to all users about what to watch for.
- 3) File Server Security
 - a) Access to File and Print servers is controlled by Windows Active Directory security.
 - i) Access to the Server Administrator passwords is limited to the highest level support personnel and only to the extent needed to provide reliable system support.

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- ii) Departmental file security is customized for each department at the direction of the Department Head.
 - iii) Windows passwords are required to be changed every 60 days.
 - iv) All servers have a complete backup twice monthly and a-week day incremental backup at both the main and DR site.
 - (1) All non email servers have a month end backup that is stored on tape or removable disk.
- 4) Network Security
- a) All network devices that are capable, have passwords.
 - i) This includes hubs, switches, routers, jet direct boxes, DSUs, UPSs etc.
 - ii) Passwords are changed once a year or as needed.
 - b) Restricted security has been set up for some departments.
 - i) School and Police connectivity is controlled by a Firewall.
 - c) Modems are not allowed on networked PCs.
 - d) Access to the City's network from the outside is allowed via dialup with a Shiva box using dialback security. Access is also allowed using the Cisco VPN client to connect to a terminal server.
 - e) Only Information Systems personnel or those authorized by the Information Systems Department, connect devices to the network.
- 5) E-mail Security
- a) Only users authorized by their department head or his/her designee have e-mail.
 - b) E-mail can be with or without Internet e-mail capability.
 - c) All email accounts have passwords.
 - d) Users are told that e-mail files belong to the City of Manchester.
 - e) Any e-mail that is covered by FTC Red Flag rules will not be emailed without first contacting the Information Systems Department to arrange for encryption.
 - f) Only Outlook 2003 is supported for e-mail.
- 6) Internet Security
- a) Internet Access for networked PCs is only allowed from the City's Enterprise Access which goes through a proxy server and firewall.
 - b) Only users authorized by their department head or his/her designee have Internet Access.
 - c) Access to the Internet is controlled by a Proxy Server.
 - d) Access to the City's network from the Internet is protected by a firewall.
 - i) SMTP Services are allowed.
 - ii) Encrypted VPNS are allowed to terminal servers in the DMZ.
 - iii) No other external interactive connections are allowed into the City's network unless approved by the Information Systems Department.
 - e) The following standard services are allowed from the City's network out to the Internet using a Proxy server
 - i) HTTP, HTTPS, FTP
 - f) Non standard service requests are addressed on an as needed basis.
 - i) Special rules are reviewed periodically for continued need and risk assessment.

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- g) The Firewall cannot be remotely configured.
- 7) Application/Network Security
 - a) Application Access is reviewed annually.
 - b) Departmental Security Administrators must verify user access for each application.
 - i) Transaction, field, screen or account security within the application will also be reviewed if deemed necessary.
 - c) Requests for changes in security must be submitted and signed by a Security Administrator.
 - d) Information Systems Department holds the official list of which department has authority to grant access to which application.
- 8) Security Administrators
 - a) Each department will have one or more Security Administrators.
 - i) The Security Administrator can be the Department Head or any person or persons designated by the department head.
 - ii) The Security Administrator is authorized to request security access for users in his/her department or division.
 - iii) The Security Administrator has the responsibility of notifying Information Systems when an employee leaves the City or no longer needs the security assigned to him.
 - iv) In the event that a user needs to have a password reset, a Security Administrator for that user must authorize the resetting.
- 9) UserId/Password Security
 - a) Every user on the network has his/her own UserId/Password.
 - b) Users are not allowed to share UserIds or Passwords except for the specific situations approved by Information Systems. Authorization to share these UserIds will be provided in writing by Information Systems.
 - c) Network and Sungard /HTE passwords must be changed every 60 days.
 - d) New passwords must be unique and at least 6 characters long.
 - e) Passwords are not to be displayed or stored in obvious places.
 - f) Passwords should not be given to anyone over the telephone.
 - g) If a UserId/Password should become disabled, a Security Administrator must authorize the enabling of the UserId.
 - h) If Information Systems is informed that an employee has left the City or changed positions, the UserId will be disabled immediately pending the receipt of official information.
- 10) Outside Contractor and Guest Access
 - a) Access will be requested in advance by a security administrator.
 - b) Contractors and guests using their own equipment will only have access to the Guest/Contractor network.
 - c) Contractors and guests using City owned equipment will have their own usernames and passwords.
 - d) Contractors accessing the City's network from an external network will only have access to the City's terminal server.

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Reviewed 11/05/09

3-9

City of Manchester
Departmental Network Security

Departmental Network Security Policy

Background: Network and data breaches have been occurring worldwide with increasing frequency and can enable identity and data theft. PCI, Red Flag, HIPPA and other security regulations require minimum standards of data protection. This document describes what departments in the City of Manchester must do to insure the City meets those standards. Technical adjustments to this policy will be made by the Information Systems Department when they are needed. Deviations to this policy must be approved in writing by the Director of Information Services.

- Security Administrators
 - Each department will have one or more Security Administrators.
 - The Security Administrator can be the Department Head or any person or persons designated by the department head.
 - The Security Administrator is authorized to request security access for users in his/her department or division.
 - The Security Administrator has the responsibility of notifying Information Systems when an employee leaves the City or no longer needs the security assigned to him.
 - In the event that a user needs to have a password reset, a Security Administrator for that user must authorize the resetting.
 - The Security Administrator monitors adherence to City security Policies once they are trained about these policies.
 - Application/Network Security Policy
 - Red Flag Security Policy
 - PCI Security Policy
 - A Security Administrator cannot request access for him/herself.
- UserId/Password Security
 - Every user on the City network has his/her own UserId/Password.
 - Users are not allowed to share UserIds or Passwords unless there is written authorization from Information Systems.
 - Network and Sungard (HTE) passwords must be changed every 60 days.

City of Manchester
Departmental Network Security

- New passwords must be unique and at least 6 characters long.
- Passwords are not to be displayed or stored in obvious places.
- Users should not give anyone their password, especially over the telephone or by email. Information Systems will never ask you to do this.
- If a UserId/Password should become disabled, a Security Administrator must authorize the enabling of the UserId.
- If Information Systems is informed that an employee has left the City or changed positions, the UserId will be disabled immediately pending the receipt of official information.
- Temporary employees, contractors and guests using City owned equipment to access the City network will have their own UserIds and Passwords.
- Contractors and guests using their own equipment might have access to the Internet using the City's network. Access will depend on the level of communication equipment at the site where the access is being requested. Contact Information Systems for site specific information.
- Contractors accessing the City' network from an external network (their office) will only have access to the City's terminal server.
- Email Security
 - Only users authorized by their department head or his/her designee have email.
 - Email can be with or without Internet email capability.
 - All email accounts have passwords.
 - Any email that is covered by FTC Red Flag rules will not be emailed without first contacting the Information Systems Department to arrange for encryption.
 - Specific Red Flag items will be covered in Red Flag training and include:
 - Credit Card Information
 - Tax Identification Numbers
 - Banking Information
 - Payroll Information
 - Medical information
 - Personal Information

City of Manchester
Departmental Network Security

- All email files belong to the City. To comply with the new e-discovery rules, new software will be installed this year that will allow easy restoration of all sent and received email.
 - Only Outlook 2003 is supported for email.
 - External email services such as GMAIL should not be used for City business because it would put the City at risk of not being able to comply with e-discovery requests.
 - Unsolicited mass emailing is not allowed except when done during a major emergency by the Emergency Operations Center.
 - Large mailing list groups with subscriber lists should be set up as Newsletters through the City's Website. The reasons for this are:
 - The recipients sign up for them without any staff involvement.
 - The newsletter manages sending large blocks of addresses without staff involvement.
 - Outlook will only send 200-250 emails per group.. Even if the email group is larger, the email system truncates the lists so not all of the desired recipients will be sent the message.
 - Trying to send bulk email via Outlook could get the City's address blacklisted. If this happens, no email from the City will be delivered.
- Application/Network Access Security
 - Application Access is reviewed annually by the Information Systems Department
 - Department Security Administrators will be asked to verify user access requirements for each application.
 - Requests for changes in security must be submitted by a Security Administrator. An email or online request from the security administrator is acceptable.
 - Information Systems Department holds the official list of which department has authority to grant access to which application.
 - Network Security
 - Only Information Systems personnel or those authorized by the Information Systems Department are allowed to connect devices to the network.

City of Manchester
Departmental Network Security

- Modems are not allowed on networked PCs.
- User supplied wireless hubs are not allowed on the network.
- Access to the City's network from outside is allowed via dialup with a Shiva box using dialback security or using the Cisco VPN client to connect to a terminal server. Contact Information Systems for more information.
- File Security
 - User files should be stored on the network whenever possible. This is usually the S: or H: drives for internal documents and the G: drive for citywide documents.
 - Under normal conditions, user files should not be stored on local drives. These are usually C:\ or D:\ drives
 - If files need to be stored in places other than the city network, no Red Flag or PCI sensitive data can be stored in any place out of the City's control. This includes:
 - City employee home computers
 - PDAs. Cell phones and laptops
 - If storage is required on any of these devices, Information Systems must implement appropriate device security
 - Free web based file storage facilities such as Google Docs
 - Following these rules is required and is in the City's best interest because
 - Files stored on the S: and H: drives are replicated in real time off-site which protects the data from loss in the event of a disaster
 - Multiple versions of backups are available in the event of accidental deletion. Call Information Systems if you need a file restored.
 - The servers that store the documents are in a secure environment and cannot be stolen from the back seat of a car.
 - The City can comply with e-discovery requests from the court systems without taking your home computer.
 - The file storage system will not be discontinued without notice to you causing you to lose your documents.

City of Manchester, NH
Information Systems Department

PAYMENT CARD INDUSTRY (PCI) POLICY

Policy Statement: All card processing activities and related technologies must comply with the Payment Card Industry Data Security Standard (PCI-DSS) in its entirety.

Card processing activities must be conducted as described herein and in accordance with the standards and procedures listed in the Related Documents section of this Policy. No activity may be conducted nor any technology employed that might obstruct compliance with any portion of the PCI-DSS.

This policy shall be reviewed at least annually and updated as needed to reflect changes to business objectives or the risk environment. Technical adjustments to this policy will be made by the Information Systems Department.

- 1) **Scope:** This policy applies to all employees accessing customer Cardholder Data. Relevant sections of this policy apply to vendors, contractors, and business partners. Computer and network hardware will be subject to this policy if they are physically or logically on the segmented Network with Cardholder Data.
- 2) **Adherence to Standards:** Standards must be maintained for applications, employees, network components, critical servers, and wireless access points accessing Cardholder Data. Listed below are the relevant PCI DSS standards along with the City of Manchester policy relating to those standards.
 - a) **Requirement 1: Build and Maintain a Secure Network**
 - i) All external network connections and changes to the firewall and router configurations will be approved by the network manager and documented in the current work order system.
 - ii) Current network maps will be maintained for all computer Networks operated by the City of Manchester.
 - iii) Network firewalls will be deployed at each Internet connection and between any demilitarized zone (DMZ) and the Internal Network.
 - iv) Management of all Network Components will be accomplished by the City of Manchester Information Systems Department.
 - v) All services, protocols, and ports allowed through the Internet facing firewall will be documented with a business reason for the rule.
 - vi) Firewall and router rule sets will be reviewed every six months.
 - vii) All Cardholder Data will be maintained on a Network segmented from the internal City of Manchester Network with access control lists in place to allow only necessary traffic. This Network will be referred to as the Cardholder Network
 - viii) All unnecessary services will be disabled on network switches and routers.

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- ix) Configurations will be written to flash memory prior to disconnecting from console session.
 - x) No wireless access will be allowed on the Cardholder Network Traffic from wireless access will not be allowed on the Cardholder Network
 - xi) All necessary traffic passing through the firewall to the DMZ Network will be identified. Firewalls will be configured to only allow these protocols.
 - xii) No direct internet connections will be allowed to the City of Manchester Internal Network.
 - xiii) Connections to the DMZ Network will be documented with a business purpose.
 - xiv) No direct connections will be allowed from any external Network to the Cardholder Network.
 - xv) All Internal Network addresses will utilize NAT or PAT when connecting to external hosts.
 - xvi) No direct general internet connection will be allowed from the Cardholder Network..
 - xvii) Connections for payment card processing will be restricted to a single IP address.
 - xviii) All firewalls will be capable of stateful inspection.
 - xix) No Cardholder Data will ever be present on a DMZ Network.
 - xx) No Mobile computers will be connected to the Cardholder Network.
 - xxi) Mobile computers not owned by the City of Manchester will not be allowed on the city's Internal Network.
 - xxii) City owned mobile computers will have firewall software installed
- b) **Requirement 2: Do not use vendor-supplied defaults for system passwords and other security parameters**
- i) Vendor-supplied default password and SNMP community strings will always be changed before installing any system on the Network.
 - ii) No wireless access will be permitted on the Cardholder Network.
 - iii) All wireless network access will be controlled with network access control.
 - iv) Only one primary function will be implemented per server.
All unnecessary and insecure services and protocols will be disabled.
 - v) All routers, switches, firewalls and servers will be configured to department standards.
 - vi) All non-console administrative access will be encrypted.
- c) **Requirement 3: Protect Cardholder Data**
- i) Storage of Cardholder Data will be kept to a minimum necessary for business purposes.
 - ii) The storage duration of Cardholder Data will comply with the City of Manchester data retention policy.
 - iii) Sensitive authentication data will not be stored after authorization.
 - iv) The full contents of any track from the Credit/Debit magnetic stripe will not be stored.
 - v) The card-validation code or value will not be stored.

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- vi) The personal identification number (PIN) or the encrypted PIN block will not be stored.
 - vii) The PAN will be masked when displayed (the first six and last four digits are the maximum number of digits to be displayed).
 - viii) The PAN will be rendered unreadable anywhere it is stored (including data on portable digital media, backup media, and in logs,) by using one of the following approaches.
 - One-way hashes based on Strong Cryptography
 - Truncation
 - Index tokens and pads (pads must be securely stored)
 - Strong Cryptography with associated key management processes and procedures.
 - ix) Column-level database encryption will be utilized.
 - x) Cryptographic keys used for encryption of Cardholder Data will be protected against both disclosure and misuse.
 - xi) Access to cryptographic keys restricted to the fewest number of custodians necessary. Encryption key custodians will be identified in writing.
 - xii) Cryptographic keys will be stored securely in one location on the Network with permissions that only allow authorized personnel access and one paper copy located in the password book at the information systems department office.
 - xiii) Key-management processes and procedures for cryptographic keys used for encryption of Cardholder Data, will be fully documented and implemented.
 - xiv) Generation of strong cryptographic keys must comply with PCI-DSS standards
 - xv) Encryption keys must not be transmitted as plain text. Encryption keys must only be transmitted to authorized persons.
 - xvi) Cryptographic keys will not be stored as plain text.
 - xvii) Cryptographic keys will be changed annually.
 - xviii) Old or suspected compromised cryptographic keys will be destroyed.
 - xix) Cryptographic-key custodians are required to sign a form stating that they understand and accept their key-custodian responsibilities.
- d) **Requirement 4: Encrypt transmission of Cardholder Data across open, public Networks**
- i) Strong Cryptography and security protocols, such as SSL/TLS or IPSEC, will be used to safeguard sensitive Cardholder Data during transmission over open, public networks. Examples of open, public networks that are in scope of the PCI DSS are the Internet, wireless technologies, Global System for Mobile communications (GSM), and General Packet Radio Service (GPRS).
 - ii) Cardholder Data will not be transmitted in the unlicensed radio frequencies.
 - iii) PANs will never be transmitted by any end-user messaging technologies (for example, e-mail, instant messaging, chat).
- e) **Requirement 5: Maintain a Vulnerability Management Program**

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- i) Anti-virus software will be deployed on all computers and servers.
 - ii) Anti-virus will be evaluated annually to determine if it is capable of detecting and removing the latest virus and malware threats.
 - iii) Anti-virus logs will be maintained for a period of 1 year
- f) **Requirement 6: Develop and maintain secure systems and applications**
- i) All system components and software for systems with Cardholder Data will have the latest vendor-supplied security patches installed.
 - ii) Critical security patches will be installed within one month of release.
 - iii) Microsoft security notification service will be utilized for notification of critical security patches. SANS will be monitored weekly for new security vulnerability notifications. These notifications will be monitored by the Information Systems Department staff
 - iv) Router and switch configuration standards will be reviewed when new security vulnerabilities are discovered.
- g) **Requirement 7: Implement Strong Access Control Measures**
- i) Access to Cardholder Data will be restricted to employees and contracted entities. Individuals will be identified in writing who have a valid business purpose for Cardholder Data access.
 - ii) Only individuals authorized in writing will be allowed on the Network segment containing Cardholder Data. Access to the Network segment will be controlled with a network access control system.
 - iii) When accessing Cardholder Data via remote-access technologies, Cardholder Data will not be copied, moved or stored on local hard drives or removable electronic media.
- h) **Requirement 8: Assign a unique ID to each person with computer access**
- i) All users must comply with the current City of Manchester network security policy.
 - ii) Two-factor authentication is required for remote access (network-level access originating from outside the Network) to the Network by employees, administrators, and third parties utilizing Cisco IPSEC VPN with individual certificates.
 - iii) All security access requests will be processed using the City of Manchester security request system.
 - iv) Only department security administrators can request password resets.
 - v) First time passwords must be unique and changed upon first logon.
 - vi) Access for any terminated users will be immediately revoked.
 - vii) Inactive user accounts will be disabled after 90 days.
 - viii) Accounts used by vendors for remote maintenance into the Cardholder Network will be enabled only during the time period needed.
 - ix) Password procedures and policies will be reviewed by all users who have access to Cardholder Data on a yearly basis.
 - x) Group, shared, or generic accounts and passwords are prohibited except when approved by the Director of Information Services. An approved list

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will be maintained by the Information Systems Department and re-evaluated annually

- xi) User passwords must be changed at least every 60 days.
 - xii) A minimum password length of at least seven characters is required.
 - xiii) Passwords must contain both numeric and alphabetic characters.
 - xiv) Changed passwords must be different from any of the last four passwords.
 - xv) Accounts will be locked out upon 6 consecutive incorrect login attempts. The lockout duration will be set to a minimum of 30 minutes or until administrator enables the user ID.
 - xvi) If a session has been idle for more than 15 minutes, the workstation will be set to lock and a password will be required to unlock the workstation.
 - xvii) Remote access connections will, by default, time out after 15 minutes of inactivity. If an extended time-out is requested, a valid business reason along with a satisfactory demonstration of system security will be required before approval will be given.
 - xviii) A list will be maintained with all employees and contractors authorized to access Cardholder Data.
- i) **Requirement 9: Restrict physical access to Cardholder Data**
- i) All physical access to servers containing Cardholder Data will comply with the Computer room access policy.
 - ii) Video cameras will monitor any computer room housing servers that contain Cardholder Data.
 - iii) Data from video cameras will be stored for three months.
 - iv) Access to all publicly accessible network jacks will be controlled with the City network access control system.
 - v) Non City of Manchester network capable devices will not be allowed on any Internal Network.
 - vi) All network equipment will be secured in a locked room or office.
 - vii) A visitor log will be used to maintain a physical audit trail of visitor activity. The visitor log will be maintained for 3 months.
 - viii) Backup media will be stored in a secure location. No media backups that contain Cardholder Data will be stored in a non City of Manchester controlled location.
 - ix) Security for computer rooms and media storage rooms will be reviewed annually.
 - x) Any external media that contains Cardholder Data will be inventoried and its location will be tracked at all times.
 - xi) Media with Cardholder Data will be identified as confidential.
 - xii) Media containing Cardholder Data will only be handled by City of Manchester personnel.
 - xiii) Management approval is required prior to moving any and all media containing Cardholder Data from a secured area.
 - xiv) Access to storage rooms that contain Cardholder Data will be restricted to employees that have a business purpose.

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- xv) Backup media inventories will be conducted annually.
- xvi) Media containing Cardholder Data will be destroyed when it is no longer needed for business or legal reasons.
- j) **Requirement 10: Regularly Monitor and Test Networks**
 - i) All access to server and Network Components will be logged on a central logging server.
 - ii) All attempts to access Cardholder Data will be logged including failed attempts.
 - iii) All actions taken by users with administrative privileges will be logged.
 - iv) All access to logs files will be logged.
 - v) Logs of system components will contain the following data (if available); initialization of the audit logs, user identification, type of event, date and time, success or failure indication, origination of event, creation and deletion of system-level object, and identity or name of affected data, system component, or resource.
 - vi) System clocks and times will be synchronized to the City of Manchester Netclock.
 - vii) Audit trails will be secured so they cannot be altered. Audit trail files will be protected from unauthorized modifications.
 - viii) Viewing of audit trails is limited to designated personnel.
 - ix) Audit trail files will be backed up to a centralized log server.
 - x) Logs for external-facing technologies will be written onto a log server on the internal LAN.
 - xi) File-integrity monitoring or change-detection software will be used on logs to ensure that existing log data cannot be changed without generating alerts.
 - xii) Logs for all system components will be reviewed daily.
 - xiii) Audit trail history will be retained for one year.
- k) **Requirement 11: Regularly test security systems and processes**
 - i) The presence of rogue wireless access points will be tested for by using a wireless analyzer on a quarterly basis.
 - ii) Internal and external network vulnerability scans will be run quarterly and after any significant change in the Network (such as new system component installations, changes in network topology, firewall rule modifications, product upgrades).
 - iii) External and internal penetration testing will be performed once a year and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).
 - iv) Intrusion-detection systems will be used to monitor all traffic in the Cardholder Data Environment and be configured to alert personnel to suspected compromises.
 - v) Intrusion-detection and prevention engines will have automatic definition updates enabled if available.

City of Manchester, NH
Information Systems Department

- vi) File-integrity monitoring software will be deployed and configured to alert personnel to unauthorized modification of critical system files, configuration files, or content files.

D) **Requirement 12: Maintain an Information Security Policy**

- i) The PCI security policy will be disseminated to all personnel that have the potential to encounter credit card data in their normal duties.
- ii) Employees are required to acknowledge annually and upon hiring that they have read and understood the company's security policy and procedures.
- iii) The PCI security policy will be reviewed once a year and updated when the environment changes or PCI DSS standards change.
- iv) The Information Systems Department will:
 - Maintain the PCI security policy.
 - Establish, document, and distribute security incident response and escalation procedures.
 - Administer user accounts, including additions, deletions, and modifications.
 - Monitor and control all access to Cardholder Data.
- v) A formal security awareness program will be in place to make all employees aware of the importance of Cardholder Data security.
- vi) Policies and procedures for service providers
 - A list of service providers will be maintained by the Finance office.
 - A written agreement will be maintained that includes an acknowledgement that the service providers are responsible for the security of Cardholder Data the service providers possess.
 - Service providers will provide evidence of PCI compliance on a yearly basis.
- vii) The incident response plan will be followed in the event of a data breach involving Cardholder Data.
 - The incident response plan will be tested yearly.
 - Employees will be trained with their appropriate responsibilities in the event of a data breach.

City of Manchester, NH
Information Systems Department

GLOSSARY

Cardholder Data: Full magnetic stripe or the PAN plus any of the following:

- Cardholder name
- Expiration date
- Service Code

Cardholder Network: The segment of the City's Internal Network that contains Cardholder Data.

DMZ: Demilitarized zone. Network added between a private and a public Network to provide additional layer of security

Internal Network: Network containing servers, PC's, printers and network devices for use only by City of Manchester Personnel. This Network is segmented from the DMZ and public internet with a firewall.

Magnetic Stripe Data (Track Data): Data encoded in the magnetic stripe used for authorization during transactions when the card is presented. Entities must not retain full Magnetic Stripe Data subsequent to transaction authorization. Specifically, subsequent to authorization, service codes, discretionary data/ Card Validation Value/CodeCVV, and proprietary reserved values must be purged; however, account number, expiration date, and name, and service code may be extracted and retained, if needed for business.

Network: Two or more devices connected together to share resources utilizing common communication protocols and addressing scheme.

Network Components: Include, but are not limited to firewalls, switches, routers, wireless access points, network appliances, and other security appliances

Network Segmentation: Isolating the Cardholder Data environment from the remainder of the corporate Network.

PAN: Primary Account Number is the payment card number (credit or debit) that identifies the issuer and the particular cardholder account. Also called Account Number

Payment Cardholder Environment: That part of the Network that possesses Cardholder Data or sensitive authentication data

PCI: Payment Card Industry

SANS: SysAdmin, assessment, Network, Security Institute (See www.sans.org)

City of Manchester, NH
Information Systems Department

Strong Cryptography: General term to indicate cryptography that is extremely resilient to cryptanalysis. That is, given the cryptographic method (algorithm or protocol), the cryptographic key or protected data is not exposed. The strength relies on the cryptographic key used. Effective size of the key should meet the minimum key size of comparable strengths recommendations. One reference for minimum comparable strength notion is NIST Special Publication 800-57, August, 2005 (<http://csrc.nist.gov/publications/>) or others that meet the following minimum comparable key bit security:

- 80 bits for secret key based systems (for example TDES)
- 1024 bits modulus for public key algorithms based on the factorization (for example, RSA)
- 1024 bits for the discrete logarithm (for example, Diffie-Hellman) with a minimum 160 bits size of a large subgroup (for example, DSA)
- 160 bits for elliptic curve cryptography (for example, ECDSA)

Supporting Documents:

Computer Room Access Policy

Data Retention Policy

Incident Response Plan

City of Manchester, NH
Information Systems Department

Information Technology Security Breach
Incident Response Procedure

This document describes what an employee should do if he/she suspects there has been a security breach on the City's data network or computer systems that could compromise confidential and/or financial information. This Incident Response Plan complies with current Payment Card Industry Standards and the State of New Hampshire Statute 359-C "Right to Privacy" and will be modified as needed to maintain this compliance. The City currently does not have an Information Security Officer. Until such time as a position is created and filled, these duties will be performed by an assigned employee in the Information Systems Department.

- 1) If you suspect a security breach, as defined in the Information Privacy and Security Policy, has occurred, you should immediately:
 - a) Isolate the compromised system by unplugging its network connection cable.
 - b) Do not shut down, reboot, access or otherwise alter the machine.
 - c) Contact the Information Systems Department.

- 2) Upon notification of a potential security breach, the Information Security Officer ("ISO") will:
 - a) Create an incident log to document all reported facts and actions taken
 - b) Work with the individual reporting the breach to identify the systems and type of information affected
 - c) Ensure that the compromised system is properly isolated from the network and that that logs and electronic evidence are preserved on a platform suitable for analysis by a court of law
 - d) If using a wireless network, change the Service Set Identifier ("SSID") on the access point and other machines that may be using this connection (with the exception of any systems believed to be compromised).
 - e) If additional investigation is warranted, the ISO will notify the Director of the Information Systems Department who will then notify the Finance Director, the Solicitors' Office, the City Auditor, and the Mayor's Office of a possible reportable breach.

- 3) The Director of the Information Systems Department will designate an Information Systems Department employee to work with the ISO to investigate the situation and determine the nature and scope of the incident. Where appropriate, the ISO shall contact database and system administrators to assist in investigation efforts. Information Systems Department and the ISO shall review the entire network to identify all compromised or affected systems, including e-commerce, test, development and production

City of Manchester, NH
Information Systems Department

environments as well as VPN, modem and third-party connections. A determination shall then be made as to the:

- a) Type of confidential information at risk (e.g., social security or credit card numbers, health information)
 - b) Number of individuals at risk
 - c) Most efficient way to bypass compromised system to ensure business continuity.
- 4) If financial account information is at risk, the investigating team must establish:
- a) Number of accounts at risk, identifying those stored and compromised on all test, development and production systems
 - b) Type of account information at risk
 - c) Account numbers
 - d) Expiration dates
 - e) Cardholder names
 - f) Cardholder addresses
 - g) CVV2
 - h) Track 1 and Track 2 data
 - i) If any data was exported and to where.
- 5) PCI forensic investigation guidelines also require investigators to establish:
- a) How the compromise occurred.
 - b) The source of the compromise.
 - c) The timeframe of the compromise.
 - d) That the compromise has been contained.
 - e) That no CVV2, Track 1 or Track 2 data is stored anywhere, whether encrypted or unencrypted.
- 6) The ISO must also perform a remote vulnerability scan of City of Manchester internet facing site(s).
- 7) After scoping the incident, the ISO will notify the Director of Information Systems Department, the Finance Director, the Solicitors Office, the City Auditor and the Mayors Office and present an overview of the situation. If the breach involves financial account information, the ISO will promptly convene the PCI Incident Response Team, including the City Auditor, Finance Department, Information Systems Department and Solicitors Office to determine if reporting is required under PCI standards or by state statute 359-C:20 *Notice of Security Breach*. Incident Response Team members should appoint delegates from within their area to serve in their capacity if they are unable to attend.
- 8) The PCI Incident Response Team will determine if a reportable incident has occurred. A reportable incident is a "suspected or confirmed loss or theft of

City of Manchester, NH
Information Systems Department

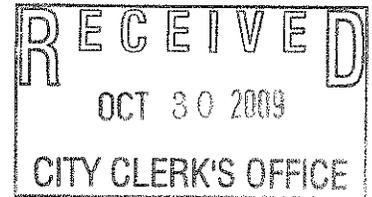
any material or records that contain cardholder data. If a reportable incident has occurred, the Incident Response Team will delegate a team member to notify the credit card companies. The contact information and specific instructions from each credit card company will be maintained by the Finance Department.

- a) Visa Fraud Control Group
 - b) MasterCard Compromised Account Team
 - c) Discover Fraud Prevention
 - d) American Express Merchant Services
 - e) Merchant bank.
 - f) Any other person defined by state statute
- 9) Follow the specific steps defined by each card company for reporting the breach.
- 10) If the credit card company, or in the case of non-financial information, the Incident Response Team, determines that the breach warrants law enforcement involvement, the PCI Incident Response Team will delegate a member of the team to notify local police and/or the FBI and Secret Service.
- 11) Individual cardholders shall be notified of the breach in accordance with the credit card company instructions and only after law enforcement determines that it will not compromise the investigation.
- 12) The Incident Response Team will draft a notification statement to be issued to those impacted by the data loss. Notification must be timely, conspicuous, and delivered in a manner that will ensure the individual receives it. Appropriate delivery methods include:
- a) U.S. Mail
 - b) Email
 - c) Substitute notice (appropriate only when individuals cannot be reached by mail or email)
 - i) Conspicuous posting of the notice on City of Manchester homepage
 - ii) Notification to major media
- 13) The PCI Incident Response Team will determine, based on the type of data compromised, the number of individuals at risk, and the general demographics of the individuals, the most effective method of notification. If notification is to be made by press release, the PCI Incident Response Team should work with the Mayor's Office.
- 14) Notification should include:
- a) A general description of the incident

City of Manchester, NH
Information Systems Department

- b) Steps individuals can take to mitigate harm, including credit report monitoring and fraud alerts as well as sources of information designed to assist the public in protecting against identity theft;
 - c) A reminder to remain vigilant over the next 12 to 24 months; and
 - d) A customer service number that individuals can call for additional information.
- 15) As a final step, the ISO will convene the PCI Incident Response Team to review the steps the City will take to prevent future breaches and to address any deficiencies in the Incident Response Plan.

Jane Gile
Human Resources Director



CITY OF MANCHESTER
Human Resources Department

October 30, 2009

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

Dear Alderman O'Neil

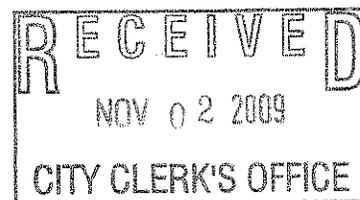
On October 6, 2009, the Board of Mayor and Aldermen passed the "Sensitive Information Policy and Program" also known as the "Red Flag" policy. This program was presented to the Board because of new rules by the Federal Trade Commission. The Federal Trade Commission rules cover a limited area of need and other agencies and organizations are developing additional data security requirements. Many of those additional requirements are represented in the policies that are being presented by Information Systems Department.

The Human Resource Department is in agreement with the recommendation that the "Sensitive Information Policy and Program" be brought under the umbrella of a Data Security Program. This would help insure that the City has a cohesive approach with complying with the many new regulations for maintaining data security.

Sincerely,


Jane E. Gile, SPHR
Human Resources Director

Jennie Angell
Director, Information Services



CITY OF MANCHESTER
Information Systems Department

November 2, 2009

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

Re: Credit Cards

Dear Alderman O'Neil;

The Information System Department, along with Finance, City Solicitor, City Auditor, Human Resources, the Parking Division and the Airport have been reviewing credit card acceptance for payment of city taxes and services.

We have a short presentation on the current status of acceptance and are requesting a recommendation on whether you want the City to pursue expanding the acceptance of credit/debit cards.

Sincerely,

Director of Information Services



Credit Cards

Credit Card Acceptance In Manchester

November 2009



Current Situation

- Many departments have expressed the desire to accept credit cards for payment. This would
 - offer convenience to constituents
 - reduce the amount of cash in City departments
 - standardize cash receipting in many departments

- This is the standard way to do business in the commercial world.



Current Situation

Credit Cards are taken at

- Victory parking garage
- City parking kiosks
 - 40% of revenue is paid with credit cards
- Derryfield Country Club
- Airport parking garage
 - 78% of revenue (\$16 million) is paid with credit cards
- Online payments on the City's website --
 - over \$670,000 in first 4 months of this fiscal year
 - Parking Tickets Property Taxes
 - Water Bills Sewer Bills
 - Motor Vehicle Registrations



Credit Cards Analysis

- A committee to analyze credit card options, requirements, and costs was created. The committee consists of representatives from
 - Finance
 - City Solicitor
 - Risk Manager
 - City Auditor
 - Information Systems
 - Airport
 - Parking Division
 - Human Resources



Credit Card Data Loss in the News

- Owners of T.J. Maxx, Marshalls and Bob's Stores compromised. That breach affected more than 94 million credit and debit card accounts.
- Data thieves broke into computers at supermarket chains Hannaford Brothers and Sweetbay, stealing an estimated 4.2 million credit and debit card numbers.
- Boston clothing retailer Life is Good had nearly 10,000 credit card numbers stolen from the company's database.



Payment Card Industry

- In response to several high profile data breaches, Payment Card Industry (PCI) standards changed in October 2008.
- PCI Data Security Standard (PCI DSS) is a set of comprehensive requirements for enhancing Credit Card data security.
- Payment Card Industry Security Standards Council was founded by American Express, Discover Financial Services, MasterCard Worldwide, Visa international and others.
- Compliance with the PCI standards is required by the Payment Card Industry of all merchants accepting credit cards.



Current Situation

- For the City to continue to allow credit card payments in the parking garages and at the parking kiosks, the required security improvements are being put into place.
- These improvements include
 - Written policies
 - Software and hardware upgrades
 - Annual testing by an outside company
 - Annual data security training
- Airport and Parking Division are paying for any required upgrades out of their 2010 budgets.



Risks of Noncompliance

- Fines from the Credit card processor.
 - These fines are directly from Visa, MasterCard etc.
- Restrictions on Credit card acceptance.
- Permanently prohibited from accepting Credit cards.
- Increased risk of a data security breach



Impact of Loss of Credit Cards

- Victory Garage would need an additional cashier
- Airport would lose its revenue base
- Parking kiosks would lose their effectiveness
- Constituents would lose the convenience of online services



Benefits of Compliance

- City will not be in violation of the contracts they executed.
- Visa and MasterCard may waive fines in the event of a breach.
- Improves overall security and helps compliance with other data protection standards (Red Flag, State Statutes, etc).
- Reduced exposure to hacker activity. Hackers typically target the easiest opportunities.
- Reduced liability insurance costs.



City Potential Liability

- If a data breach is suspected
 - An approved external data security company must examine the suspected compromised systems.
 - This cost would be the City's responsibility. (\$10,000-\$20,000)
- If a breach is verified, fines will be assessed by the Credit Card issuers within 3-5 months. Fines from MasterCard in the Heartland data breach exceeded \$6 million. If the City is compliant with the PCI standards, these fees may be waived.
- The City could be liable for all fraudulent charges on the compromised credit cards.



PCI Data Security Compliance for Manchester

- Requirements to maintain existing credit card acceptance
 - Approval and Implementation of the new Security Policies.
 - Procurement of security software and hardware required by PCI DSS.
 - Performance of quarterly security audits.
 - Implementation of physical security requirements for PCI DSS.
 - implementation of training program
- Airport and Parking are paying for their requirements



Expansion of Credit Card Acceptance to Other Departments

- City needs to issue an RFP for Credit Card services
- Proposals would specify what security services the vendor will provide
- The City will then be able to estimate any additional costs
- Additional costs will include staff training
- The City will need a Computer Information Security Specialist position
 - This position would be partially allocated to the enterprises



Should the City Take Credit Cards in More Places?

- Credit Cards will
 - reduce the amount of cash in offices
 - Reduces robbery exposure
 - Reduces cash shrinkage exposure
 - reduce the amount of time required for counting, balancing and creating deposits
 - reduces cash handling errors
- Your constituents are asking for it
- This is how business is conducted today.



Next Step

- If the Board directs us to pursue the expansion of credit card acceptance
 - A plan will be developed for each department to comply with all of the necessary standards
 - Departments must be in compliance before they start accepting credit cards
 - Cost items will be included in the 2011 budget request



Next Step

- Finance will prepare the RFP for citywide credit card services.
- We will come back to the Board with the various options and recommendations on how to proceed.



Action Items

Should we proceed with the expansion of credit card acceptance?



P.O. Box 393
Manchester NH 03105
603-628-3544

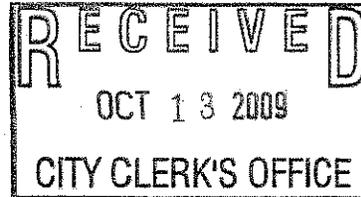
October 5, 2009

RECEIVED

OCT 13 2009

MAYOR'S OFFICE

Mayor Frank Guinta
City Hall
1 City Hall Plaza
Manchester, NH 03101



Dear Mayor Guinta:

I am writing to propose an amendment to the Service Contract between the Friends of the Manchester Animal Shelter ("FMAS") and the City of Manchester ("City"). The Service Contract presently requires that FMAS be open to the public for a minimum of thirty-four (34) hours a week, to include at least one weekend day. See ¶ 8 of the Service Contract. FMAS is proposing to reduce the minimum number of open hours to twenty-nine (29) hours a week.

As you may well know, FMAS has seen an increase in the number of injured, sick and unwanted animals in the Manchester area in recent years, due no doubt to the economic downturn. Consequently, our shelter has been housing more and more animals, and our staff and volunteers must dedicate more time to properly care for them. As a result, FMAS has been finding it difficult, if not impossible, to have completed the necessary cleaning, feeding, and medicating which must be done every morning in time to open our doors to the public on the days we have open hours.

We therefore are proposing to reduce the minimum number of open hours in our contract with the City so that we can better serve the public and the animals in our care during the hours while we are open to the public. In keeping with this goal, the Board of FMAS has decided to have open hours on Sundays, with the hopes of increasing adoptions and promoting the shelter.

We would greatly appreciate it if you could present our request at the next Alderman meeting. Thank you kindly, and please do not hesitate to contact me should you have any questions or concerns.

In Board of Mayor and Aldermen
Date: 10/20/09
On motion of Ald. O'Neil
Seconded by Ald. M Roy
Voted to refer to the Committee on
Administration/Information Systems

Very truly yours,

Journey Ewell, Co-President
Friends of the Manchester Animal Shelter

City Clerk

Proposed hours for the Manchester Animal Shelter.

Monday	12 - 4
Tuesday	12 - 4 and 6 - 8
Wednesday	CLOSED
Thursday	12 - 4 and 6- 8
Friday	12 - 4
Saturday	10 - 4
Sunday	12 - 3

SERVICE CONTRACT

This Service Agreement Contract ("Agreement") made and entered into as of this 29th day of June, 2007 by and between The Friends of the Manchester Animal Shelter (hereinafter referred to as "FMAS"), a non-profit corporation organized and existing under the laws of the State of New Hampshire having an address of P.O. Box 393, Manchester, New Hampshire, and the City of Manchester, (hereinafter referred to as "City") a body politic and corporate, having an address of City Hall, 1 City Hall Plaza, Manchester, New Hampshire.

WHEREAS, the City desires to retain the services of FMAS to operate and to maintain an animal facility located at 490 Dunbarton Road, Manchester, New Hampshire ("Facility"); and

WHEREAS, the City and FMAS desire to enter into this Agreement to set forth the terms and conditions of the service relationship between the City and FMAS;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this Agreement is 5 years, commencing upon July 1, 2007 and terminating June 30, 2012. Upon written agreement of both parties, the terms of this Agreement may be renewed for an additional five year period.
2. The parties agree to enter into a Lease arrangement regarding the property known as 490 Dunbarton Road, Manchester, New Hampshire, the terms of which are incorporated herein.
3. Each of the parties agree to perform certain functions as set forth herein.
4. The City shall pay FMAS the sum of Sixty-Nine Thousand Dollars (\$69,000.00) per year for the good and services to be provided by FMAS to the City pursuant to this Agreement.

5. The City's payment pursuant to this Agreement shall be adjusted annually on July 1st ("the Adjustment Date"). The basis for such adjustment shall be the percentage increase in the past year in the Consumer Price Index, United States Urban Areas. On the Adjustment Date, the annual payment of the prior year, multiplied by the percentage of increase, shall be the amount added to such prior year's annual payment to determine the annual payment until the next Adjustment Date. In no event shall the payment after adjustment be less than the payment of the prior year.

6. The City, by and through its agents, shall: enforce and prosecute, in its discretion, the animal laws of the State of New Hampshire and the animal ordinances of the City.

7. FMAS shall perform the following duties:

- a. Operate, coordinate and staff the Facility;
- b. Accept all stray and homeless animals from within the City of Manchester as physical space at the shelter facility allows;
- c. Provide shelter, food and other maintenance needs for those animals, in its charge, in sufficient quantity as will enable those animals to remain in good health during their stay at the Facility;
- d. Perform a visual and physical examination of each animal in its care;
- e. Maintain a records system of all animals accepted into its care;
- f. Collect impoundment, care and maintenance fees as established by the City of Manchester and/or the laws of the State of New Hampshire. FMAS shall retain all collected fees including adoption charges for its own purposes;

g. Care and maintain all animals accepted by it from the City which are not claimed by their owners, or whose owners cannot be identified, subsequent to the passage of the holding period imposed by law. FMAS shall become the lawful owner of the unclaimed animals in accordance with applicable law;

h. Procure insurance certificates with the City as an additional named insured in the amount of One Million Dollars (\$1,000,000.00) for general liability and worker's compensation coverage for the term of this Agreement; and

i. Keep books and records of its costs of providing the goods and services outlined above to those animals impounded by the City and its agents, which books shall be open for the inspection during reasonable business hours by the City or its representatives. FMAS shall also keep records of all fees collected, and make them open for inspection as detailed above. The City shall have the right to audit the books of FMAS which shall be kept in accordance with generally accepted accounting standards

8. FMAS agrees to be open to the public for a minimum of 34 hours per week to include at least one weekend day. FMAS shall be allowed to set and keep their own hours within this guideline. As of the start date of this contract, FMAS shall make a good faith effort to be open to the public during the following times:

Monday 10:00 a.m. – 4:00 p.m.

Tuesday 10:00 a.m. – 4:00 p.m.
6:00 p.m. – 8:00 p.m.

Thursday 10:00 a.m. – 4:00 p.m.
6:00 p.m. – 8:00 p.m.

Friday 10:00 a.m. – 4:00 p.m.

Saturday 10:00 a.m. – 4:00 p.m.

9. FMAS shall coordinate and manage the entire staffing for the Facility. Members of the public wishing to volunteer at the Facility will be screened, interviewed and trained solely by FMAS. FMAS shall have the sole responsibility of hiring, retaining and/or terminating its paid employees and volunteers.

10. Procedure for depositing animals, impounded by the City at the Facility shall be as follows:

a. Such animals shall be placed in a cage inside the Facility building. At a minimum, two crates in the holding room of the Facility will be in "ready" condition (sterilized, lined with newspaper, containing a litter box with fresh litter, clean towel, dry food and water) at all times for the deposit of a cat impounded by the City. Two dog runs will also be kept in similar "ready" condition for the deposit of a dog impounded by the City;

b. An intake form, approved by the Manchester Police Department, will be completed by any agent of the City, depositing an animal at the Facility. The intake form will contain all the necessary information for the care and maintenance of the animal, including owner information, if known. The intake form shall be attached to the appropriate crate or run in which the animal is housed;

c. Upon the deposit of a sick or injured animal at the Facility, the depositing agent of the City shall immediately contact a shelter manager or the facility's emergency on call number. If the animal appears to require immediate medical attention, the agent shall deliver the animal to a designated veterinarian or if after hours, to the Veterinary Emergency Center of Manchester (VECM) 55 Carl Dr., Manchester, New Hampshire; and

d. FMAS shall accept all animals deposited at the Facility by agents of the City. FMAS shall be deemed to have taken responsibility for such animals when the animal is delivered to the Facility, with required information as stated above.

e. FMAS shall accept M.P.D. dogs for kenneling purposes while the officer is on vacation on the condition the dog's officer supplies FMAS with the dog's provisions for the kenneling period.

11. A City agent in the field shall have the authority to dispose of any animal deemed an immediate danger to the public. If any animal impounded by the City is perceived to be an unacceptable risk, said animal shall be evaluated by FMAS. If said animal is deemed to bear unacceptable risk to the public, the animal shall be disposed of by a licensed veterinarian.

12. Nothing within this Agreement shall be construed in any manner so as to prevent FMAS from raising funds to fulfill the purpose for which it was incorporated pursuant to the laws of the State of New Hampshire or construed in any manner so as to prevent agents of the City from fulfilling their duties or obligations pursuant to State law.

13. This Agreement shall not be assigned without written consent of either party.

14. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Hampshire.

15. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

16. No amendment or modification of this Agreement shall be valid or

effective unless in writing and signed by the parties to this Agreement.

17. This Agreement shall be binding upon the parties, their successors, assigns and personal representatives, and shall become effective upon signing by both parties.

18. This Agreement embodies the entire Agreement of the parties with respect to its subject matter and merges with and supersedes all prior discussions, agreements, commitments, or understandings of every kind and nature relating thereto, whether oral or written. Neither party shall be bound by any term or condition other than is expressly set forth herein.

Date: 6/29/07
[Signature]
Witness

THE FRIENDS OF THE
MANCHESTER ANIMAL SHELTER

By: David W. Jopkowski
Title: President

Date: Sarah H. Normand
6/29/07
Witness

CITY OF MANCHESTER

By: [Signature]
Frank C. Guinta, Mayor

COMMERCIAL LEASE AGREEMENT

This COMMERCIAL LEASE AGREEMENT (the "Lease") is entered into this 29th day of June, 2007, effective as of July 1, 2007, by and between THE FRIENDS OF THE MANCHESTER ANIMAL SHELTER, a non-profit corporation, organized and existing under the laws of the State of New Hampshire, having an address of P.O. Box 393, Manchester, New Hampshire (hereinafter called "Lessee"), and THE CITY OF MANCHESTER, a body politic and corporate having an address of City Hall, 1 City Hall Plaza, Manchester, New Hampshire (hereinafter called "Lessor").

1. DESCRIPTION OF PREMISES. The Lessor hereby agrees to lease to the Lessee, and the Lessee hereby agrees to accept, subject to the terms and conditions hereinafter set forth, the following premises: the animal shelter facility located at 490 Dunbarton Road, Manchester, Hillsborough County, New Hampshire, together with the land on which said buildings stand (hereinafter referred to as the "Leased Premises").
2. TERM. The term of the Lease shall be from July 1, 2007 until June 30, 2012. Upon written agreement of both parties, the terms of the Lease may be renewed for an additional five year period.
3. RENT. The rent to be paid by the Lessee for the full term shall be One Dollar (\$1.00) per year.
4. REAL ESTATE TAXES. The Lessor shall pay all real estate taxes assessed against the Leased Premises.
5. MAINTENANCE OF LEASED PREMISES. The Lessor shall be responsible for maintenance and repair of the structural integrity of the buildings, grounds and parking lot of the Leased Premises. The Lessee shall be responsible for all other general day to day maintenance of the Leased Premises including grass and grounds maintenance.
6. HEAT, WATER, UTILITY CHARGES. The Lessee shall pay all charges for electricity, gas, water and other utility services used by the animal shelter facility on the Leased Premises.
7. INSURANCE.
 - a. During the term of the Lease and any subsequent renewal, the Lessee shall not be responsible for any casualty losses to the Leased Premises.
 - b. ADDITIONAL INSURANCE. During the term of the Lease and any subsequent renewal, the Lessee will procure general liability and worker's compensation insurance in the coverage amount of One Million Dollars (\$1,000,000.00) to cover its activities at the Leased Premises with the Lessor listed as an additional named

insured. The Lessee shall cause a copy of the policy or policies providing this insurance to be delivered to the Lessor.

8. USE OF PREMISES. The Lessee shall use the Leased Premises pursuant to the terms of the Service Agreement entered into between the City of Manchester and The Friends of the Manchester Animal Shelter, the terms of which are incorporated herein and annexed as Exhibit A to this Lease. If the Service Agreement is terminated for any reason, the terms of this Lease may be terminated upon written request of either party provided there is written notice of sixty (60) days of said Lease termination and provided that the City has the right to use the facility during the sixty (60) day time period, any provision of the Lease or Service Agreement notwithstanding.

9. FIXTURES AND IMPROVEMENTS. Any improvements or fixtures installed by the Lessee, including those improvements and fixtures installed by Lessee prior to the formation of the Lease, which are affixed to the real estate by nails, screws, or some other detachable means may be removed upon the termination of this Lease, provided all damage or defacement of or to the Leased Premises caused by such removal is repaired by the Lessee to the satisfaction of the Lessor. Any improvements or fixtures not so removable, or which are not removed prior to the termination of this Lease, shall become the property of the Lessor.

10. ALTERATIONS AND IMPROVEMENTS. The Lessee shall not, without the written consent of the Lessor, such consent which will not be unreasonably withheld, make any alterations, or additions to or upon the Leased Premises. Any alterations or additions shall be constructed in a professional and workmanlike manner in accordance with all applicable laws and regulations, with all proper building and other required permits.

11. SUBLETTING AND ASSIGNMENT. This Lease shall not be assigned by the Lessee nor shall the Premises be sublet in whole or in part without the written consent of the Lessor, which consent shall not be unreasonably withheld. This Lease shall not be assigned at any time by the Lessor.

12. QUIET POSSESSION. The Lessor covenants and warrants that the Lessor has full right and lawful authority to enter into this Lease for the full term hereof and that the Lessor is lawfully seized of the entire premises hereby leased and has good title thereto free and clear of all tenancies, liens and encumbrances. The Lessor further covenants and warrants that if the Lessee shall discharge the obligations herein set forth to be performed by the Lessee, then the Lessee shall have and enjoy, during the term and any renewal or extension hereof, the quiet and undisturbed possession of the Leased Premises for the uses herein described, together with all appurtenances thereto. City Animal Control Officers and police officers, as agents of the Lessor, shall have the right to enter the Leased Premises twenty four hours a day, seven days a week pursuant to the terms of the Service Agreement, which terms are incorporated herein.

13. DEFAULT. If the Lessee violates any of the covenants, conditions,

warranties or provisions contained herein and such violation shall continue for more than thirty (30) days after notice in writing, or if the Lessee shall be declared insolvent, or shall be adjudicated a bankrupt, or shall assign for the benefit of creditors, or if the Leased Premises shall be taken on execution, the Lessor may immediately, or at any time thereafter, and without demand or notice upon the Lessee to quit, elect to enter upon the Leased Premises and take possession thereof whereupon this Lease shall absolutely terminate and it shall be no defense to the Lessee that previous violations of any covenants have been waived by the Lessor either expressly or by implication. Any such election by the Lessor shall discharge the Lessee's obligations under this Lease.

14. REDELIVERY OF PREMISES. The Lessee will peaceably and quietly quit and deliver up to the Lessor, its attorney, or other duly authorized agent, the Leased Premises at the expiration or other termination of this Lease or any renewal thereof, leaving the premises in as good condition as they now are or may be placed in during the term of the Lease, reasonable and ordinary wear and tear excepted.

15. MISCELLANEOUS. This Lease is to be construed as a New Hampshire lease and shall be interpreted and enforced under the laws of the State of New Hampshire; is to take effect as a sealed instrument; sets forth the entire lease arrangement between the parties; is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns; may be executed in multiple counterparts; and may be cancelled, modified, or amended only by written instrument signed by both the Lessor and the Lessee.

IN WITNESS WHEREOF, the Lessor and the Lessee, have by their duly authorized officers, executed this Lease hereof effective as of the date stated above.

In the Presence of:

Sarah D. Normand
Witness

LESSOR

CITY OF MANCHESTER

By:

Frank C. Quinta
Frank C. Quinta, Mayor

LESSEE

FRIENDS OF THE MANCHESTER
ANIMAL SHELTER

By:

Dale W. Jones
Title: President, FMAS

[Signature]
Witness

SERVICE CONTRACT

This Service Agreement Contract ("Agreement") made and entered into as of this 29th day of June, 2007 by and between The Friends of the Manchester Animal Shelter (hereinafter referred to as "FMAS"), a non-profit corporation organized and existing under the laws of the State of New Hampshire having an address of P.O. Box 393, Manchester, New Hampshire, and the City of Manchester, (hereinafter referred to as "City") a body politic and corporate, having an address of City Hall, 1 City Hall Plaza, Manchester, New Hampshire.

WHEREAS, the City desires to retain the services of FMAS to operate and to maintain an animal facility located at 490 Dunbarton Road, Manchester, New Hampshire ("Facility"); and

WHEREAS, the City and FMAS desire to enter into this Agreement to set forth the terms and conditions of the service relationship between the City and FMAS;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this Agreement is 5 years, commencing upon July 1, 2007 and terminating June 30, 2012. Upon written agreement of both parties, the terms of this Agreement may be renewed for an additional five year period.

2. The parties agree to enter into a Lease arrangement regarding the property known as 490 Dunbarton Road, Manchester, New Hampshire, the terms of which are incorporated herein.

3. Each of the parties agree to perform certain functions as set forth herein.

4. The City shall pay FMAS the sum of Sixty-Nine Thousand Dollars (\$69,000.00) per year for the good and services to be provided by FMAS to the City pursuant to this Agreement.

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

Proposed procedures for street closures for entertainment purposes

Policy

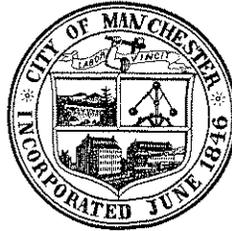
Temporary street closures for Entertainment Place of Assembly Permits may be granted by the City of Manchester based on the following standards:

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

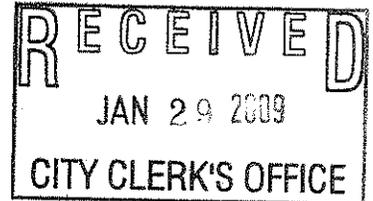


Thomas R. Clark
City Solicitor

Thomas I. Arnold, III
Deputy City Solicitor

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

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

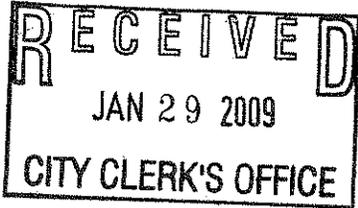
In board of Mayor and Aldermen

Date: 2/3/09 On Motion of Ald. Lopez

Second by Ald. Sullivan

Voted to refer to Committee on Administration

City Clerk



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.

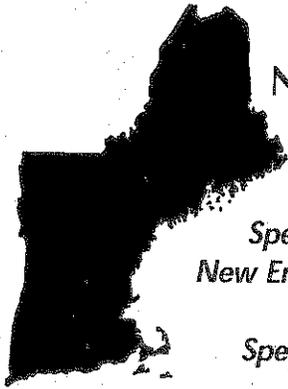
(Unanimous vote)

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.

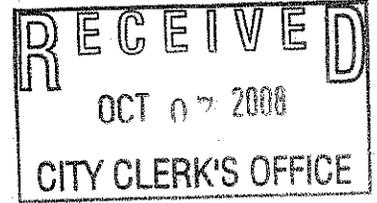

Deputy City Clerk



The
New England
Sampler

Specializing in
New England Products
&
Specialty Foods

42 Hanover St.
Manchester, NH 03101
603.626.4477



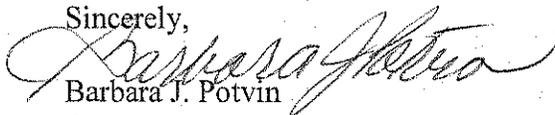
September 26, 2008

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 18th. 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 Sewank	Suddenly Susan Gourmet Deli	87 Hanover St
Emma Fedeloni	A Barack Lim Wine	81 Hanover St
Bill Miller	OK Parkers	89 Hanover St
Jim Kozlowski	RIBBON PHOTOGRAPHERS	72 HANOVER ST
Chris Akor	EMBASSY	54 Hanover St
Andrea Lessard	Shop Estella	52 Hanover St.
Jeanine Sylvester	Runners Alley	36 Hanover St
Susan Maria	STON CREATIONS	32 HANOVER ST
Sun Ching	Korean Place Restaurant	110 Hanover St.
Kenee Noel	Cottage Designs Furniture	73 Hanover St.
Barbara Plater	The New England Sampler	42 Hanover St
Chris Plater	Womon Hanover	26 Hanover St.
Alan Plater	Sally Linn Jewelry	83 Hanover St

10/6/09 Tabled

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 22nd day of July, 2009

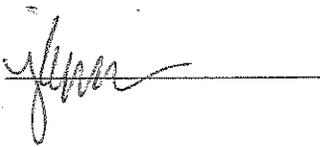
Attest:

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

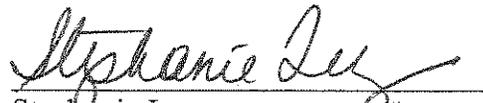
CITY OF MANCHESTER

A handwritten signature in cursive script, appearing to be "Leon LaFreniere", written over a horizontal line.
Leon LaFreniere, Director, AICP

Attest:

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

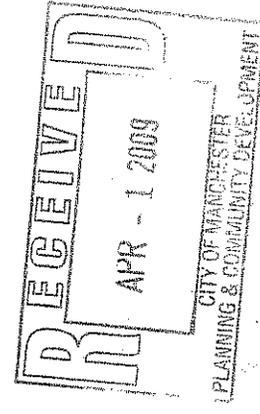
INTOWN MANCHESTER
MANAGEMENT

A handwritten signature in cursive script, appearing to be "Stephanie Lewry", 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 FY 10	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				



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	1,400.00	1,400.00	
6001 · Salaries	8,980.00	8,900.00	
6003 · Bonuses	500	430	
6011 · Employer FICA & Medicare	11,338.00	9,000.00	FY 10 reduced 4%, emp. qualify FY 10, (w/held last Q pmt in FY 09)
6012 · Employer NH SUI	460	425	
6021 · Benefits-Employer Contribution	2,700.00	2,700.00	
6029 · Insurance-Worker's Comp			
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 & Svc 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

94

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/held last Q prmt in

9.5

Intown Manchester Budget Proposal FY 10

7100 · RESTRICTED EXPENSES			
6510 · CIP Event Support-Charrette		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			

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
 Proposed FY 10 - \$11K shortfall FY
 South Elm+ new 09 + Freeze on
 maint. hires 4Q spending
 Valuation of CBSD 2008 \$657,073,096.00 \$657,073,096.00
 South Elm 2008 \$37,302,400.00
 TOTAL Valuation CBSD \$694,375,496.00 \$657,073,096.00
 tax \$0.42 0.37
 Assessment 2009 \$291,637.71 \$243,117.05

9-6

AGREEMENT

This Agreement effective the 1/17 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 (15th) 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.

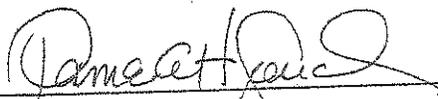
IN WITNESS WHEREOF, the City and the Operating Agency have respectively caused this Agreement to be duly executed in duplicate as of the day and year first above written.

CITY OF MANCHESTER

ATTEST:

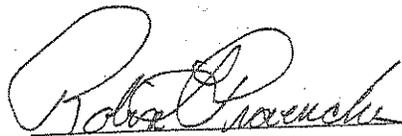

Witness: Samuel A. Maranto, Manager
Community Improvement Program

BY:

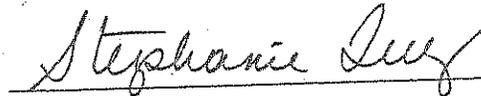

Pamela Goucher, Interim Director
Planning and Community Development Department

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:

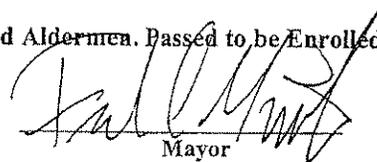
RESTRICTED FUNDS: Subject to the approval of the Interim Planning Director.

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		0.00	
	6000 · Salaries & Benefits	0.00	
	6001 · Salaries	113,685.00	Exec dir. salary same since July 2005
	6003 · Bonuses	1,200.00	2 staff -1 week pay
	6011 · Employer FICA & Medicare	8,900.00	
	6012 · Employer NH SUI	430.00	
	6021 · Benefits-Employer Contribution	12,000.00	
	6029 · Insurance-Worker's Comp	425.00	
	Total 6000 · Salaries & Benefits	136,640.00	
	6100 · Office Administration	0.00	
	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't 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	0.00	
	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		
	Total 6600 · Maintenance & Beautification	115,646.00		
	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		
	Total 6700 · Marketing & Policy	9,900.00		
	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		
	Total 6800 · Professional & Outside Services	8,174.00		
	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		
	Total 6900 · Staff Expenses	11,700.00		
	Total 5999 · UNRESTRICTED EXPENSE	334,350.00		
NET				
Net Unrestricted Income		0.00		

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Matthew Normand
City Clerk



Kathleen Gardner
Deputy City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Committee on Administration/Information Systems
Aldermen O'Neil, Garrity, Lopez, Pinard, Osborne

From: Heather Freeman 
Vital & Legislative Records Supervisor

Date: October 1, 2009

Re: Communication from the Central Business District Advisory Committee

Please find additional information enclosed for Item #6 on your October 6, 2009 Committee on Administration/Information Systems agenda.

Enclosure

9-20

CENTRAL BUSINESS DISTRICT ADVISORY COMMITTEE

September 30, 2009

Alderman Dan O'Neil
Office of the City Clerk
One City Hall
Manchester, New Hampshire 03101

Subject: RFP for the Provision of Services to the CBSD

Dear Alderman O'Neil,

We, the advisory Committee have recently learned that there was a motion submitted by an alderman to extend the terms of the Intown Manchester Contract beyond the current term.

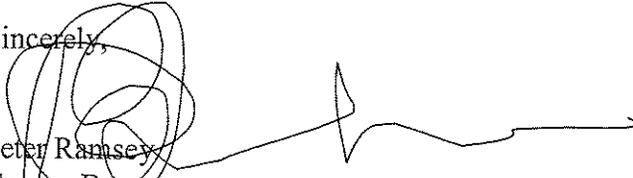
It is our understanding that an RFP is being prepared by Sam Maranto of the City Planning Department as per the terms of the CBSD enabling legislation requiring that the City review and request proposals every 5 years for the services provided to the Central Business District.

It was and is the position of the Advisory Committee that good governance of the district requires that the RFP process precede without short cuts.

We, the Advisory Committee have been charged by the Mayor and Board of Alderman to have a fiduciary responsibility to the shareholders of the CBSD and that a specified review of those services and the service provider be conducted by the use of RFP's.

Please advise us of the status of the discussions of the term extension without the competing RFP process.

Sincerely,



Peter Ramsey
George Bruno
Paul Mansback
Diane Mercier