

AGENDA

COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS

September 21, 2010
Aldermen Lopez, Osborne,
O'Neil, DeVries, Corriveau

5:30 PM
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Lopez calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Alderman Long regarding the Fair Competition Clause.
Ladies and Gentlemen, what is your pleasure?
4. Communication from Jay Minkarah, Economic Development Director, requesting approval of the attached Development Plan for projects approved for funding through the Recovery Zone Facility Bonds.
Ladies and Gentlemen, what is your pleasure?
5. Communication from Brandy Stanley, Parking Manager, requesting authorization to execute a contract with Standard Parking for the Chili Cook-off.
Ladies and Gentlemen, what is your pleasure?
6. Communication from Jennie Angell, Director of Information Services, requesting the City enter into a contract with Innoprise Software of Broomfield, Colorado for the purchase, implementation and ongoing maintenance of a new Enterprise Management System.
Ladies and Gentlemen, what is your pleasure?

7. Communication from the Board of School Committee requesting an expendable trust be established for athletics for the School District's Athletic Department.
Ladies and Gentlemen, what is your pleasure?

8. Communication from Mayor Gatsas regarding a proposal submitted by Kevin Sheppard, Public Works Director, to begin resolving operating losses in the Parks Enterprise Fund.
(Note: Communication has been submitted by Kevin Sheppard and is attached.)
Ladies and Gentlemen, what is your pleasure?

TABLED ITEMS

A motion is in order to remove any of these items from the table.

9. Presentation by Robert Cote, President of Brattle Consulting Group, Inc., regarding SubItUp.com and its impact on the Manchester Police Department.
(Note: Retabled on 8/30/2010; Police Department to evaluate through December 2010. Originally Tabled 04/20/2010.)

10. Communication from Jay Minkarah, Economic Development Director, recommending that the City enter into a proposed Water Line & Sewer Line Extension Agreement with the U.S. Department of Labor related to the Job Corps Center construction off of Dunbarton Road.
(Note: Referred by the Board of Mayor and Aldermen on 05/04/2010. Tabled 5/18/10 at the Department Head's request.)

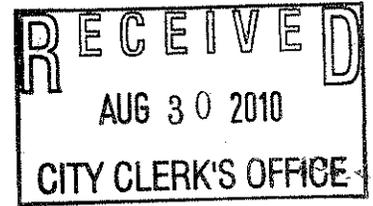
11. Communication from the Board of School Committee requesting an expendable trust be established for technology for the School District.
(Note: Tabled 08/30/2010)

12. Communication from Alderman Arnold regarding tax exemptions for individuals.
(Note: Tabled 08/30/2010; Committee to obtain additional information)

13. Communication from Matthew Normand, City Clerk, regarding a proposed Municipal Banner Policy.
(Note: Tabled 08/30/2010)

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

Alderman Patrick Long
112 Hollis Street
Manchester, NH 03101



August 30, 2010

Re: City Complex Construction Project

To: Members of the Board of Mayor and Alderman

Dear colleagues,

In an effort to assure relief to taxpayers and maximize to the fullest extent possible Manchester's Economic Development.

The "Fair Competition Clause" is an avenue I feel both grants relief and helps assure, within parameters of law that tax dollars circulate within our community to their fullest maximum potential.

Thank you for your consideration.

Very truly yours,



Pat Long

**FAIR COMPETITION CLAUSE
FOR
ARRA BONDED PUBLIC PROJECT**

Because, the American Recovery and Reinvestment Act and its bond financing provisions contemplate at least the following:

- a. Stimulating the local economy;
- b. Stabilize our local government budgets;
- c. Minimize and avoid reductions in essential services;
- d. Avoid counterproductive state and local tax increases;
- e. Provide for local training and local employment;
- f. Provide tax incentives for health insurance,
- g. Provide funds for New Hampshire's unemployed construction and other workers;
and
- h. Help provide long-term economic benefits; and

Because, Manchester & New Hampshire's economy is better stimulated by reducing unemployment of Manchester & New Hampshire resident, reducing costs on employers that pay into such unemployment funds, and reducing unemployment benefits payments to unemployed construction workers in Manchester & New Hampshire; and

Because, Manchester & New Hampshire taxpayers pay hundreds of millions of dollars to subsidize under or uninsured residents by paying into federal programs for such costs; and

Because, Manchester & New Hampshire taxpayers pay employers *via* state and federal subsidies to train individuals for employment opportunities; and

Because, private sector funding of such health & training costs best reduces Manchester & New Hampshire taxpayers' federal & state tax burdens of such costs; and

Because, construction employers that provide health care & educational training through various plans or processes, including bone fide apprenticeship programs, better provide career path employment for their employees who could use such construction skills on constructing energy efficiency, renewable energy projects, locals education facilities, military, and transportation projects all potentially located in New Hampshire and financed with the ARRA funds and such employers must compete against other employers that do not provide health and training costs; and

Because, employers that fail to contribute financially toward such costs shift such costs to taxpayers and other employers and thereby reduce available taxes for essential services, tend to contribute to the cause of counterproductive local and state tax increases, and unfairly burden the capital expenditures of competing employers thereby reducing their private capital that could be used to create more local jobs; and

Because, employees who will be employed on the Project and who live in Manchester & New Hampshire more likely will spend, as consumers, their earnings earned on the Project in and around their neighborhood businesses in Manchester & New Hampshire further stimulating the local economy and local & state businesses that employ other employees:

THEREFORE,

The following criteria, though not mandatory, may be deemed favorable by the Committee in viewing proposals for the Project: That all contractors and subcontractors that employ or intend to employ employees on the Project regardless of contractor or subcontractor tier level have:

1. A plan or provision having an area standard value that provides help to each employee employed on the project for each to obtain or help pay for potential medical needs, though the plan or provision need not be one exclusively governed by any state or federal law; and
2. Have, at the time of sub-contract bid submission, a bone fide apprenticeship training program certified by the federal government or the State of New Hampshire's Division of Apprenticeship Training; and
3. Have a lawful, written, and binding document establishing a hiring program that provides for the preferential or priority hiring or referral of skilled construction workers who reside in Manchester and New Hampshire to perform the labor on the Project.

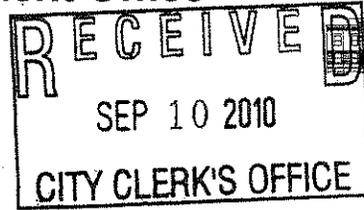
4. Definition:

The phrase "area standards" means that amount of health care value determined by the United States Department of Labor pursuant to the Davis-Bacon Act for the Project.



CITY OF MANCHESTER

Economic Development Office



September 10, 2010

Michael J. Lopez, Chairman
Committee on Administration & Information Systems
Board of Mayor & Aldermen
One City Hall Plaza
Manchester, NH 03101

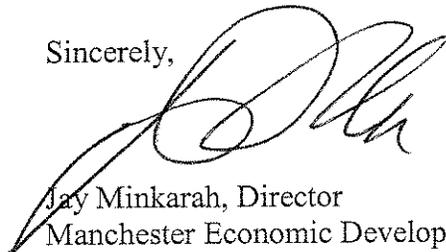
RE: Recovery Zone Bonds

Dear Chairman Lopez and Members of the Committee:

Attached is a draft Development Plan for portions of downtown and the Millyard that include the four projects recently approved for funding through the City's \$8,966,000 allocation of Recovery Zone Facility Bonds. As you are aware, the Board previously voted to turn the City's allocation of Recovery Zone Bonds over to the Manchester Housing & Redevelopment Authority (MHRA) to facilitate issuance of the bonds. Under state law, before the MHRA can move forward, it is necessary for both the City through the Board of Mayor & Alderman and the MHRA to adopt a Development Plan covering the relevant area. This Plan's only purpose is to allow the MHRA to exercise its statutory authority to implement the Recovery Zone Facility Bond program as requested by the City.

Because of the need to close on the bonds before the end of this calendar year, approval of the plan is time sensitive. Therefore, I respectfully request that the Committee approve the Plan so that it can be reported out to the full Board for approval at the meeting of September 21, 2010. Thank you for your consideration. If you have any questions or need additional information, please feel free to contact me at your convenience.

Sincerely,



Jay Minkarah, Director
Manchester Economic Development Office

cc: Theodore L. Gatsas, Mayor
Tom Clark, City Solicitor

**Development Plan for
South Downtown, Riverfront and Millyard
Manchester, NH**

INTRODUCTION

Pursuant to RSA 205 and 162-G, New Hampshire Revised Statutes, Annotated, as amended, the City of Manchester Economic Development Office has prepared this Development Plan for a portion of the City of Manchester designated Riverfront Development Plan.

This Development Plan Approved by the Manchester Housing and Redevelopment Authority, also known as Manchester Housing Authority on _____ and Adopted by the Manchester Board of Mayor and Aldermen on _____ consists of Chapters I through X, pages 1 through ____ of this document, Exhibit A containing one Map which includes the project boundary and land use map, Exhibit B containing the City of Manchester Zoning Ordinance.

This Plan is the legal document which establishes the standards and controls for redevelopment and renewal of the South Downtown, Riverfront and Millyard Area.

The work contemplated herein shall be carried out by private developers (for private development) and the City of Manchester (for public improvements). The Manchester Housing and Redevelopment Authority shall provide Recovery Zone Facility Bonds to aid in the redevelopment as specified in the Cooperation Agreement between the City and the Authority.

Riverfront Development Plan

TABLE OF CONTENTS

	Page
INTRODUCTION	i
CHAPTER I	DESCRIPTION OF PROJECT
Section 100	Project Boundary Description 1
Section 101	Redevelopment Plan Objectives 1
Section 102	Types of Proposed Redevelopment Actions 1
Section 103	Regulations and Controls to be Applied 1
CHAPTER II	LAND USE PLAN
Section 200	Land Use Plan 1
Section 201	Permitted Principal Uses 2
Section 202	Permitted Accessory Uses 3
Section 203	Interim Use 3
CHAPTER III	RIGHT-OF-WAY, UTILITY AND ZONING PLANS
Section 300	Right-of-Way Plan 3
Section 301	Utility Plan 3
Section 302	Zoning Plan 3
CHAPTER IV	GENERAL REGULATIONS AND CONTROLS ON ALL PROJECTED LAND
Section 400	General Regulations and Controls 3
CHAPTER V	SITE IMPROVEMENTS
Section 500	Plan Submittal 4
Section 501	Project Development 4
Section 502	Lot Size 4
Section 503	Building and Other Structures 4
Section 504	Lighting Standards 5
Section 505	Parking Standards 5
CHAPTER VI	MISCELLANEOUS
Section 602	Nuisance Control standards 5

Section 603	Environmental Review Record Requirements	6
CHAPTER VII	PROVISIONS FOR MODIFICATIONS AND TERMINATION	
Section 700	Modification	6
Section 701	Termination	6
CHAPTER VIII	OFFICIAL ACTION	
Section 800	Local Approval of the Plan	6
CHAPTER IX	OTHER PROVISIONS TO MEET STATE AND LOCAL REQUIREMENTS	
Section 900	State Statute Authorization	7
Section 901	Relationship of the Redevelopment Plan to Local Objectives	7
Section 902	Relocation	7
Section 903	Zoning Ordinance	7
CHAPTER X	OTHER PROVISIONS TO MEET FEDERAL REQUIREMENTS	
Section 1000	Federal Requirements	8
EXHIBITS		
Exhibit A	Map 1 – Project area and Land Use Map	9

Development Plan for South Downtown, Riverfront and Millyard

CHAPTER I DESCRIPTION OF PROJECT

Section 100 Project Boundary Description

The Project Area is shown on Map No. 1.

Section 101 Redevelopment Plan Objectives

The objectives of this Development Plan ("Plan") include the following:

- a. encourage the redevelopment of vacant, abandoned and underutilized properties
- b. expand the downtown core towards the south and west
- c. elimination of blight influences
- d. increase/improve parking capacity
- e. promote mixed use development
- f. increase the number of residential units in the downtown

Section 102 Types of Proposed Redevelopment Action

Proposed action consists of encouraging new development and redevelopment, expansion of parking capacity, attracting new business in order to promote job creation and promoting mixed use development along with any necessary site preparation, grading of streets and alleys, park construction, storm drainage and sanitary sewers separation with installation of street lighting and landscaping as may be appropriate.

Section 103 Regulations and Controls to be Applied

The regulations and controls on the use of land are set forth in the Zoning Ordinance, Site Plan Regulations and Subdivision Regulations of the City of Manchester as may be amended from time to time.

CHAPTER II LAND USE PLAN

Section 200 Land Use Plan

Map No. 1, Land Use Plan, indicates the land areas covered for this project.

The specific uses permitted within areas A, B, and C are set forth in the following sections.

Section 201 Permitted Principal Uses

AREA "A" Central Business District (CBD) zone.

This district exists for the purpose of protecting and enhancing the economic vitality of the downtown area with maximum convenience to the public and inclusive of a wide variety of uses, developed at maximum densities, including high-rise office construction. The intent of the district is to sustain the CBD as an urban activity center which integrates a mix of uses and activities including governmental, financial, entertainment and cultural, service and retail uses of all sizes. Encouraged within the CBD are uses that stabilize the downtown by enhancing its architectural heritage, and which create a viable pedestrian environment supported by the availability of public transit and by centralized and satellite parking structures.

AREA "B" Amoskeag Millyard Mixed Use District (AMX) zone.

It is the intent of this section of the Ordinance to recognize the Millyard as a unique architectural asset of the City which warrants special consideration in promoting the retention and reuse of its existing buildings within a mixed use district. The Ordinance provisions for this district recognize that the future prosperity of the Millyard and the economic well-being of the downtown can require special reviews of planning and design issues such as pedestrian linkages to the downtown and the Merrimack River; maintaining a balanced diversity of uses; responsiveness to changing market demands; proper design control and planned integration of uses; and the promotion of additional resident and visitor enjoyment of the Millyard and the Merrimack River. *[Note: Two historic district overlays are found within the AMX district: Amoskeag Millyard Historic District Overlay, and Amoskeag Corporation Housing Historic District Overlay]*

AREA "C" Redevelopment (RDV) zone.

The intent of this district is to provide a transitional mixed use district that facilitates the redevelopment of areas lying between the Central Business District and the residential multifamily districts. The RDV District follows the axis of an abandoned rail corridor that once supported industrial uses, but which now represents an area of underutilized land and buildings. The provisions for this district reflect the need to provide flexible opportunities for redevelopment to a more productive mixture of commercial, industrial,

and residential uses, subject to performance standards that will protect existing adjacent residential neighborhoods.

Section 202 Permitted Accessory Uses

Uses customarily accessory to the principal uses allowed, subject to the provisions of the Manchester Zoning Ordinance.

Section 203 Interim Use

Land within the project area may be devoted to temporary interim uses such as parking, relocation purposes or other public need provided the ultimate use of land is not impeded. The authority may establish standards, controls and regulations for interim use as deemed appropriate.

CHAPTER III RIGHT-OF-WAY, UTILITY AND ZONING PLANS

Section 300 Right-of-Way Plan

New public rights-of-way to be constructed, public rights-of-way to be retained and widened, denials of traffic access and any other street changes shall be shown on Right-of-Way Plans to be developed as needed.

Section 301 Utility Plan

The City will construct or have constructed any sewer, water, storm drainage, alarm systems, and other public utilities that may be necessary to serve the Project Area. Adjustments in the layout of the gas, electric and telephone systems necessary to serve the Project Area will be made by the appropriate private utility company.

Section 302 Zoning Plan

The Zoning for the Project Area is set forth on the City of Manchester Zoning Ordinance as may be amended from time to time by the City.

CHAPTER IV GENERAL REGULATIONS AND CONTROLS ON ALL PROJECTED LAND

Section 400 General Regulations and Controls

The following controls and regulations shall apply to all land within the Project Area:

1. Real property shall be used and devoted only for the purpose and in the manner stated in the Plan.
2. Real property shall be used and maintained in compliance with such terms and conditions as are necessary to implement the provisions of the Plan.
3. A building or structure may be erected, reconstructed, enlarged or moved only for a use permitted by and in compliance and controls specified herein.
4. During the life of the Plan, real property shall conform to the Plan and applicable federal, state and municipal laws, codes ordinances or regulations. If a law, code, ordinance or regulation conflicts with the Plan, then the more restrictive requirements shall prevail.

CHAPTER V SITE IMPROVEMENTS

Section 500 Plan Submittal

Any proposed development must submit site plans, specifications, elevations and other materials consistent with the submittal requirements of the Manchester Planning & Community Development Department.

Section 501 Project Development

Redevelopment of real property shall comply with both the specific development standards referenced herein and with generally accepted engineering, architectural and environmental standards.

Section 502 Lot Size

All lots within the Project Area shall conform to the Manchester Zoning Ordinance with regard to overall size, setbacks and frontage requirements.

Section 503 Building and Other Structures

All buildings and structures shall be subject to the following:

1. No building, structure or other permanent obstacle shall be erected over a utility easement without the prior written approval of the Economic Development Office and the public or private utility being served by the easement

2. No building construction or any building improvements shall commence unless they are in conformance with the ordinances, regulations and guidelines referenced herein and until all necessary permits and approvals, including any applicable variances, special exceptions or waivers have been obtained.
3. Each building or structure shall be designed to complement and be compatible with scale, materials, pedestrian and vehicular circulation and uses of buildings and structures within and contiguous to the Project Area.

Section 504 Lighting Standards

Redevelopment of target area "A" shall require lighting standards as required by the Central Business District (CBD) zone in the Manchester Zoning Ordinance.

Redevelopment of target area "B" shall require lighting standards as required by the Amoskeag Millyard Mixed Use District (AMX) zone in the Manchester Zoning Ordinance.

Redevelopment of target area "C" shall require parking as required by the RDV Redevelopment (RDV) zone in the Manchester Zoning Ordinance.

Section 505 Parking Standards

Redevelopment of target area "A" shall require parking as required by the Central Business District (CBD) zone in the Manchester Zoning Ordinance.

Redevelopment of target area "B" shall require parking as required by the Amoskeag Millyard Mixed Use District (AMX) zone in the Manchester Zoning Ordinance.

Redevelopment of target area "C" shall require parking as required by the RDV Redevelopment (RDV) zone in the Manchester Zoning Ordinance.

CHAPTER VI MISCELLANEOUS

Section 602 Nuisance Control standards

Levels of noise, vibration, air contamination, glare, heat or other alterations to the environment shall not exceed those allowable by applicable City, State and Federal ordinances, codes, laws and regulations.

Section 603 Environmental Review Record Requirements

All redevelopment activities shall conform to the safeguards and conditions stipulated in the project's environmental review record, if any.

CHAPTER VII PROVISIONS FOR MODIFICATIONS AND TERMINATION

Section 700 Modification

The Economic Development Office shall retain the right to waiver or modify requirements of this Plan as it may determine it to be in the best interest of the City and or the Economic Development Office. Such waivers modifications shall be made as determined by the Economic Development Office to be necessary in response to the natural condition of a specific parcel and shall in any case remain in conformance with the general spirit and intent of this Plan. If the modification provides for any major changes in the Plan as previously approved by the City of Manchester, the modification must be approved by the City of Manchester.

The word "major" as used herein shall mean any one of the following:

1. Any changes in Section 201 of this Plan.
2. Any acquisition not previously authorized by the Plan.
3. A change in the Project Boundaries
4. An extension in the life of the Plan

Section 701 Termination

This Development Plan and/or any waiver herein shall be in full force and effect for a period of twenty (20) years from the date of approval of this Plan by the Board of Mayor and Aldermen of the City of Manchester or such other period of time as may result by modifying the Plan pursuant to Section 700 Modification.

CHAPTER VIII OFFICIAL ACTION

Section 800 Local Approval of the Plan

Section 4, Chapter 205, new Hampshire Revised Statutes, Annotated, as amended, provides that this Plan must be approved by the governing body of the City of Manchester, which is the Board of Mayor and Aldermen of the City. By approving this Plan, the governing body of the City of Manchester shall obligate itself to carry out the official actions necessary to enable the realization of this Plan.

CHAPTER IX

OTHER PROVISIONS TO MEET STATE AND LOCAL REQUIREMENTS

Section 900 State Statute Authorization

Section 4, Chapter 205, New Hampshire Revised Statutes, Annotated, as amended, provides that: "...a plan (herein called the "Development Plan") may be authorized which provides an outline for the development or redevelopment of said area is sufficiently completed (1) to indicate its relationship to define local objectives as to appropriate land use and improved traffic, public transportation, public utilities, recreational and community facilities and other improvements; (2) to indicate proposed land use and building requirements in the area; (3) to indicate the method for the temporary relocation of persons living in such areas; and also the method for providing (unless already available) decent, safe and sanitary dwellings substantially equal in number to the number of substandard dwellings to be cleared from said area, at rents within the financial reach of the income group displaced from such substandard dwellings."

Section 901 Relationship of the Redevelopment Plan to Local Objectives

The Development Plan is in accordance with specific loan objectives, such as:

1. The removal, prevention or reduction of blight, blighting factors, or cause of blight in blighted areas and in areas in the process of becoming blighted or in portions thereof.
2. The provision of capital improvements that conform to the Community Improvement Program.
3. The development of land consistent with the City of Manchester Master Plan and any approved amendments.

Section 902 Relocation

While it is anticipated that no relocation will be required, if it is, the Economic Development Office may, prior to acquisition, take all appropriate steps precedent to relocation. All relocation activities will be carried out in accordance with applicable State and Federal requirements.

Section 903 Zoning Ordinance

The term "Manchester Zoning Ordinance" or "MZO" means the City of Manchester Zoning Ordinance as it exists on the date of the plan or as it may be amended from time to time.

CHAPTER X

OTHER PROVISIONS TO MEET FEDERAL REQUIREMENTS

Section 1000 Federal Requirements

The Economic Development Office and each redeveloper shall comply with all applicable Federal laws, regulations, executive orders.

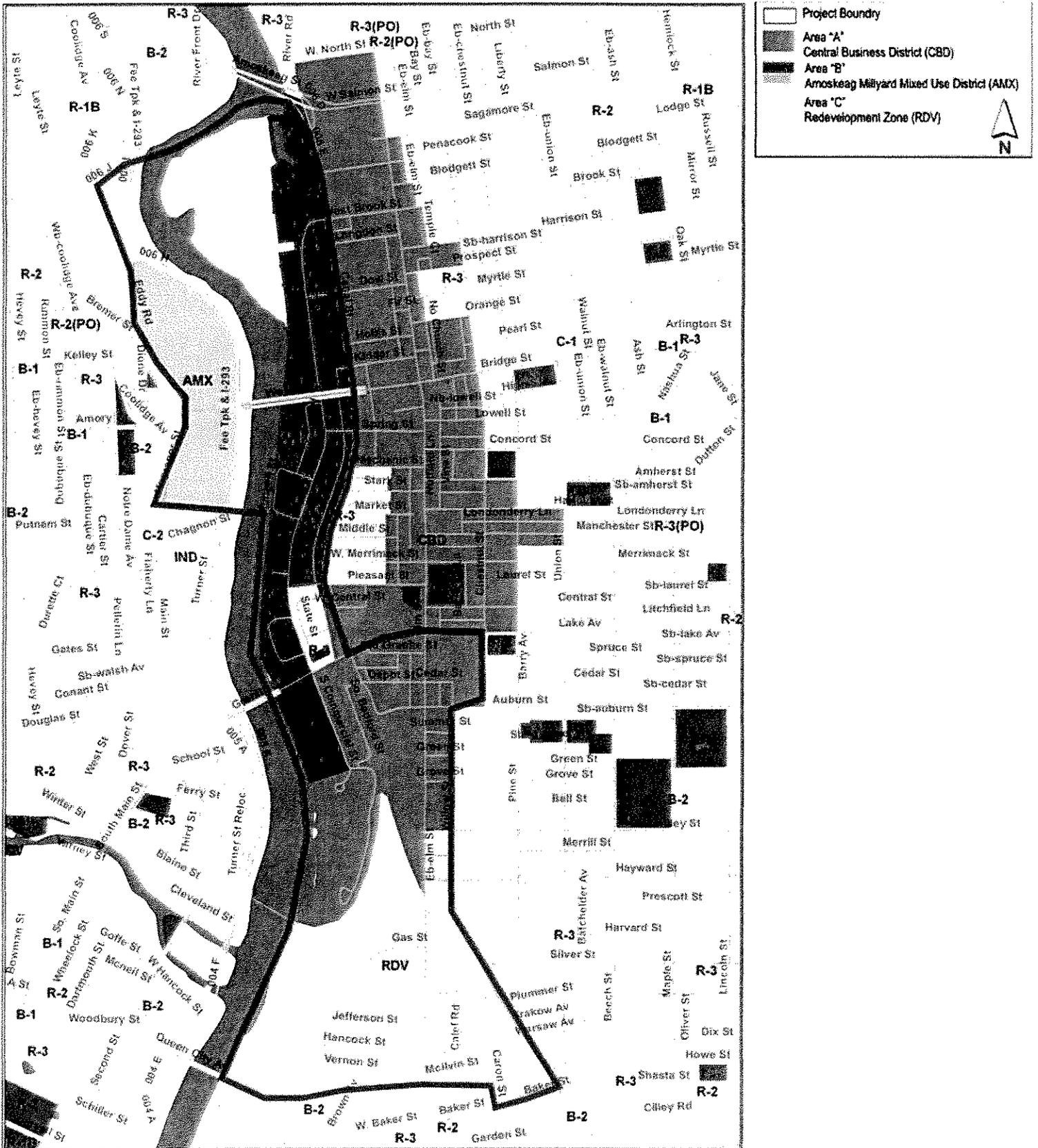
EXHIBITS

Exhibit A

Map 1 – Project area and Land Use Map

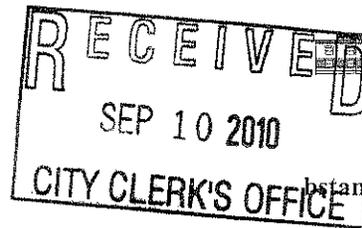
MAP #1

PROJECT BOUNDARY AND LAND USE MAP OF THE PROJECT AREA



CITY OF MANCHESTER

PARKING DIVISION



Brandy Stanley
Parking Manager
bstanley@manchesternh.gov

September 10, 2010

Alderman Michael Lopez
Chairman, Committee on Administration/Information Systems
One City Hall Plaza
Manchester, NH 03106

Re: Chili Cookoff Parking – Contract with Standard Parking

Dear Chairman Lopez:

As a part of the previously approved parking plan for the Chili Cookoff this year, we plan on hiring a parking operator to supplement the services of our staff during the Chili Cookoff. We anticipate operating approximately 40 parking facilities, and the Parking Division does not have enough employees to handle the operation.

As we were still working with various parking operators to secure appropriate insurance coverage and rates for the service, we did not have a contract to submit at the last meeting. The contractor we would like to use is Standard Parking, which has regional offices in Boston, MA. Standard Parking will insure and indemnify both the City and all of the private property owners for its involvement in the parking operation during the event.

Based on projections as of the date of this letter, we expect that the total cost of this contract will be \$7,300. This expense and all others we anticipate for the parking plan have been included in our analysis since the first presentation of the plan.

We respectfully request that the Parking Manager be authorized to execute the attached contract with Standard Parking.

Please do not hesitate to contact either myself or Jay Minkarah should you have any questions.

Sincerely,

Brandy Stanley

**Brandy Stanley
Parking Manager**

**CC: William Sanders
Tom Clark
Jay Minkarah**

SPECIAL EVENT PARKING SERVICES AGREEMENT

This SPECIAL EVENT PARKING SERVICES AGREEMENT (this "Agreement") is made and entered into as of _____, 2010, by and between the City of Manchester, a municipality of the State of New Hampshire (the "City"), and Standard Parking Corporation, a Delaware corporation ("Contractor").

RECITALS:

A. The City is hosting the "2010 World's Championship Chili Cookoff" ("Special Event") at the City's Veterans Park and, in connection with the Special Event, the City has leased from third parties various surface parking lots in the vicinity of Veterans Park (the "Parking Lots") for motor vehicle parking by Special Event attendees and participants;

B. Contractor is an experienced operator and manager of parking facilities; and

C. The City and Contractor desire to enter into an agreement whereby Contractor will provide parking services at the Parking Lots for the City's Special Event, all upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein.
2. GRANT. The City hereby grants to Contractor and Contractor hereby accepts the right and obligation of providing the services described herein with respect to the Special Event Parking Lots.
3. TERM. This Agreement shall become effective upon the date of execution hereof. The services to be provided hereunder shall be provided on the Special Event days only: Friday, Saturday and Sunday, October 1, 2 and 3, 2010 ("Special Event Days"). This Agreement shall be deemed terminated upon Contractor's receipt of its full compensation hereunder.
4. CONTRACTOR'S OBLIGATIONS AND SERVICES. Contractor hereby covenants and agrees to the following:
 - (a) Contractor shall provide parking lot and traffic control attendants to staff the Parking Lots on the Special Event Days, and render the usual and customary services incidental thereto, in a professional, businesslike and efficient manner. All persons so employed shall be employees or independent contractors of Contractor and not of the City, and shall have no authority to act as the agent of City. The operations shall be self park, and no valet services shall be provided by Contractor.
 - (b) Contractor shall provide such services during the hours of operation of the Special Event, including a reasonable period of time before and after the Special Event to set-up and wind-up the parking operations, as directed by the City's designated Parking Manager, Brandy Stanley.

(c) Contractor shall collect all fees and other charges from persons parking at the Parking Lots, at the parking rates designated by City. Said fees and charges collected by Contractor shall be deposited with City's designated personnel at the Parking Lots.

(d) Contractor shall not do anything to damage the Parking Lots. Except for damage to the Parking Lots caused by Contractor, Contractor is not responsible for the physical condition of the Parking Lots and is not obligated to pave or otherwise prepare such Parking Lots for motor vehicle parking or pedestrian ingress or egress upon or through such Parking Lots.

(e) Contractor shall provide the indemnification specified herein below, and obtain and maintain the policies of insurance specified herein below.

5. **COMPENSATION AND PAYMENT TERMS.** As compensation for Contractor's services hereunder, City shall pay Contractor a fee ("Fee") based on the following hourly rates:

- \$30.50 per hour per parking attendant;
- \$39.25 per hour per supervisor.

On or before September 23, 2010, the City shall remit to Contractor a non-refundable advance of the Fee equal to \$4,192.50 (the "Advance"). Upon the close of the Special Event, Contractor shall submit an invoice to the City, setting forth the total labor hours worked by Contractor's personnel and the total amount due and payable. Said invoice shall reflect a credit for the Advance paid by the City. Payment of such invoice shall be due on the first Thursday following the City's receipt of such invoice.

If any payment due hereunder is not made when due, then: (i) Contractor may charge interest at the prime rate of interest as published in *The Wall Street Journal*, plus 2%, on the unpaid balance from the date such payment became due and payable, and (ii) City shall be responsible for reimbursement of all legal and other costs incurred by the other party in collecting the amount due.

6. **CONTRACTOR'S INSURANCE COVERAGES.**

(a) Contractor shall carry and maintain the following insurance coverages:

- (1) Worker's Compensation insurance in compliance with the Worker's Compensation Act of the State of New Hampshire; and
- (2) Commercial general liability insurance and automobile liability insurance on an occurrence form basis, each with limits of not less than \$1,000,000 per occurrence with an annual aggregate limit of \$2,000,000 per location. The City and its officers and employees and the owners of the Parking Lots (the "Parking Lot Owners") shall be additional insureds under the foregoing liability insurance coverages.

(b) Upon execution of this Agreement, Contractor shall deliver a certificate of insurance to City as evidence of such insurance.

(c) Contractor's insurance shall pertain only to Contractor's services hereunder, and only during the Special Event Days' operating hours.

7. **CITY'S OBLIGATIONS.** City shall, at its expense, be responsible for the following:

- (a) Payment of Contractor's Fee as and when required under this Agreement.
- (b) Securing from the Parking Lot Owners leases for the Parking Lots and obtaining all licenses and permits which are or may be a prerequisite to Contractor's performance of its duties at the Parking Lots.
- (c) Providing to Contractor the names of the Parking Lot Owners for the purpose of listing the Parking Lot Owners as additional insureds in the certificate of insurance to be provided pursuant to Section 6 above.
- (d) Safety and/or security personnel and equipment.

With respect to Subsection (d) above, City expressly acknowledges that Contractor does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Contractor's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. City shall determine, at City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Special Event venue and Parking Lots.

7. **INDEMNIFICATION.** Contractor shall defend, indemnify and hold harmless the City and the Parking Lot Owners from and against any and all injury, death or damage caused by the negligence of the Contractor or its employees or independent contractors, or Contractor's breach of its obligations hereunder. Contractor is not responsible in any manner for the Parking Lots, or occurrences thereat, outside of its actual operating hours on the Special Event Days.

8. **NOTICES.** Any notice or communication required to be given to or served upon either party hereto shall be given or served by personal service or by express delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

TO CITY: **City of Manchester**
 Attn: Brandy Stanley, Parking Manager
 25 Vine Street
 Manchester, NH 03101

TO CONTRACTOR: **Standard Parking Corporation**
 Attn: Legal Department
 Suite 1600
 900 North Michigan Avenue
 Chicago, IL 60611

with copy to: **Standard Parking Corporation**
 Attn: Michael Tepper, Senior Vice President
 100 Summer Street, 16th Floor
 Boston, MA 02110

Either party may designate a substitute address at any time hereafter by written notice thereof to the other party.

5-5

9. MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement between the parties, and supercedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement. No person has been authorized to give any information or make any representation not contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

(b) No partnership or joint venture between the parties is created by this Agreement, it being agreed that Contractor is an independent contractor.

(c) Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of public authority, weather conditions, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

(e) No waiver of default by either party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, executors, administrators, legal representatives and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

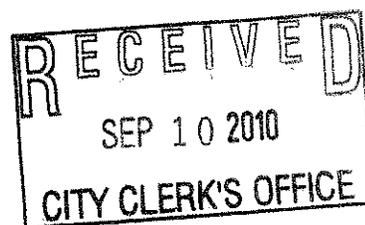
City of Manchester, New Hampshire

Standard Parking Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: Steven A. Warshauer
Title: Executive Vice President

Jennie Angell
Director, Information Services



CITY OF MANCHESTER
Information Systems Department

September 10, 2010

Alderman Mike Lopez, Chairman
Committee on Administration and Information Systems
One City Hall Plaza
Manchester, NH 03101

Dear Alderman Lopez;

We are proposing that the City enter into a contract with Innoprise Software of Broomfield, Colorado for the purchase, implementation and ongoing maintenance of a new Enterprise Management System.

The City has been using SunGard Public Sector software, also known as HTE for its enterprise management since 1997. This software is used for

- Financials, including
 - payroll
 - budgets
 - chart of accounts
 - purchasing
 - invoicing
 - fixed assets
 - cash receipts
- Water and Wastewater Billing
- Tax Billing
- Land Parcel Management
- Community Development
 - Building Permits
 - Code Enforcement
 - Planning and Zoning
- Work Order
- Fleet Management

The annual maintenance costs paid to SunGard for this software is \$224,000. About \$55,000 of this amount is reimbursed by the enterprises to the City for use of this software.

SunGard has not kept pace with advances in technology and as a result, the City has not been able to take advantage of efficiencies that will improve customer service and reduce costs. SunGard's proposed solution for customer access to Building Permits and Code Enforcement would be very expensive and limited in available features. The number of steps required to navigate through the system and the difficulty in extracting information from the system has seriously impacted collaboration between departments especially in areas such as the NET team. SunGard has been promising upgrades to their software for several years but these upgrades have been very slow to come. Water and Wastewater billing is not scheduled until 2012 and SunGard is undecided if they are going to do Tax at all. With our current software, we cannot get a correct online project balance. This has been an outstanding issue with SunGard since the beginning. SunGard did release a new financial package but it does not include support for PCards and does not provide a user friendly way to access the data. Many departments maintain separate redundant spreadsheets in addition to the SunGard system to manage their departments. Entering the same data multiple times is not an efficient way to do business. As many of you know, departments have not been happy with SunGard software.

In April of this year, a representative from Innoprise Software gave the City a proposal that included Innoprise Software taking over the support of the existing SunGard software and migrating us over to their new software for the money we were spending with SunGard for maintenance alone. Innoprise was offering us their Strategic Cities package hoping that we would become their premier reference site in the northeast part of the country. Innoprise did several demonstrations for various departments and even converted our existing data. The departments liked what they saw so we decided to evaluate this option.

A steering committee that included the following department heads was created to review the options and to make recommendations. The committee included; Jennie Angell, Bill Sanders, Matt Normand, Leon LaFreniere, Jane Gile, Kevin Sheppard and Tom Bowen. Even though the proposal from Innoprise Software was very attractive, the committee decided it should review all options carefully. The City put out a Request for Qualifications on May 6, 2010 and then a Request for Proposals on August 3, 2010.

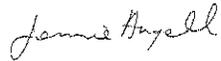
Innoprise was not only the low bidder; they were also the only vendor that could support all of the existing SunGard applications and provide the new capabilities we asked for while migrating the City to the new software. The proposal from Innoprise Software will provide the City with State-of-the-Art software that we can implement in the order that meets the City's needs. Citizen Request modules with web access to Building Permits, Code Enforcement and Business Licensing will be some of the first modules to be implemented. The Water Department has also asked to be converted early in the process. In addition to migrating all of the existing SunGard applications, we will be implementing a Human Resource Module and an integrated imaging system. The contract in this proposal includes 1,000 days of professional services which will allow us to review the business processes used throughout the City to identify areas that can be streamlined to improve efficiency. We will also have access to any new software they develop in the future free-of-charge.

A summary of reasons for selecting Innoprise Software is attached to this document.

The cost of the contract for the first 68 months (through 6/30/2016 is \$1,149,020. We then have maintenance locked in at \$123,000 per year through 6/30/2021 which is 55% of what we currently pay SunGard for maintenance.

We would like the approval to execute this contract immediately. Each month the City delays costs approximately \$17,000 in additional maintenance that we must pay to SunGard Public Sector. I will be available at the meeting to answer any questions you might have.

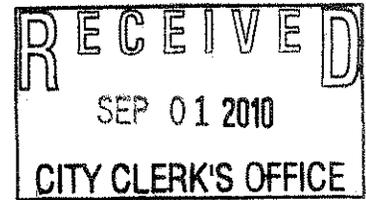
Sincerely,



Jennie Angell
Director of Information Services

Innoprise Software
Reasons for Migrating to Innoprise Software

- The Innoprise Software system can implement new Citizen Request features immediately which will provide web access to Building Permits, Code Enforcement and Business Licensing for the public. Even though this was listed as a top priority in the RFP, Sungard did not bid these features.
- The departments will be able to create their own custom reports without having to rely on Finance and Information Systems to do them.
- Workflow will be automated improving staff efficiency and accountability
- All modules will include an imaging system.
- The new system can be implemented within the current budget appropriation the City has for Sungard maintenance.
- At the end of six years, the annual maintenance cost will be 55% of what it is today.
- All Innoprise modules, including all Citizen Access modules, are currently live and being used by other cities.
- The timing and total cost of the new SunGard complete solution is currently unknown with no guarantee that all modules will ever be written.
- Innoprise modules can be implemented in any order, giving the City complete flexibility while maintaining all interfaces between new Innoprise and existing SunGard HTE modules.
- Online project balances will be correct.
- The City will have access to every system improvement or enhancement that is made for other communities at no additional charge.
- The data displayed can be customized by the user to display the information they need to do their jobs.
- The software looks and works like many off-the-shelf consumer packages so training requirements are minimal.
- The user interface for each of the modules is consistent.



TO: Board of Mayor & Aldermen
FROM: Board of School Committee
DATE: August 23, 2010
RE: Expendable Trust for Athletics

At the meeting of the Board of School Committee held on August 23, 2010, the Board of School Committee reviewed recommendations relative to the above-referenced. After due and careful consideration the Committee recommends:

To ask the Aldermen to consider the establishment of an expendable trust for athletics for the School District's Athletic Department.

The motion was made by Comm. Kelley and seconded by Comm. Dolman. The motion passed by majority vote of the 14 members of the Board present at the meeting. Mayor Gatsas voted in opposition of the motion.

IN BOARD OF SCHOOL COMMITTEE

Adopted.....2010

Suzanne O. Sears
Suzanne O. Sears Board Clerk

In Board of Mayor and Aldermen
Date: 9/07/10
On motion of Ald. O'Neil
Seconded by Ald. Lopez
Voted to refer to the Committee on
Administration/Information Systems

Walter D. ... City Clerk

TO: Sub-Committee on Finance
FROM: Athletic Committee
DATE: August 23, 2010
RE: Creation of Expendable Trust for Athletic Fields

At the Athletic Committee meeting held on August 10, 2010, the Committee reviewed recommendations relative to the above-referenced. After due and careful consideration, the Committee recommends:

To create an expendable trust for maintenance for athletic facilities and to have approval for use of gate receipts to apply to that trust.

The motion was approved by unanimous vote.

Respectfully submitted,

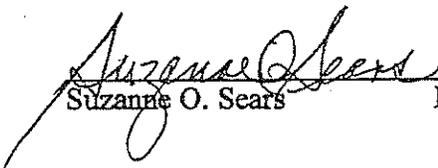
Stephen Dolman, Chairman
Kathleen Kelley
Kate Vaughn
Roger Beauchamp
Tom Katsiantonis

*Arthur Beaudry

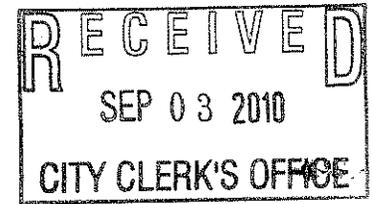
*Member Absent

**Non-Member Present

IN BOARD OF SCHOOL COMMITTEE
Adopted2010


Suzanne O. Sears

Board Clerk



CITY OF MANCHESTER

Theodore L. Gatsas

Mayor

September 3, 2010

The Hon. Mike Lopez
Chair, Administration & Information Systems
c/o City Clerk
One City Hall Plaza
Manchester, NH 03101

RE: Parks Enterprise Fund Recommendation

Dear Chairman Lopez,

I am respectfully requesting that the Committee on Administration & Information Systems review and make recommendation with regards to the proposal put together by the Director of Public Works, Kevin Sheppard. This proposal is a start to resolving operating losses in the Parks Enterprise Fund. I commend Kevin Sheppard and his team for his thorough review of the Parks Enterprise Fund and am in full support of his recommendation.

It is important to note at the onset of your committee discussion that during meetings with the bond rating agencies in May the "primary" concern was the state of the Parks Enterprise Fund and the operating losses that it continues to sustain. At this time Director of Finance Bill Sanders and myself assured the agencies that the city was taking steps to resolve such discrepancies. If we fail to address the agencies "primary" concern I have no doubt that we will see our bond rating and outlook downgraded.

Currently the City of Manchester Bond Rating is set as follows: Standard & Poors AA+, Moody's AA+ and Fitch AAA. The current ratings are the result of upgrades because of each agencies confidence in the city of Manchester, our economic outlook and conservative financial planning. Further all agencies report a stable positive outlook which is very favorable to the city. These are excellent ratings and among the best in the state and collectively we have all worked hard to achieve them.

(over)

Chairman Lopez, thank you in advance for your consideration of this matter. If I can be of any assistance or help provide further clarification with regards to this matter please do not hesitate to contact me.

Regards,



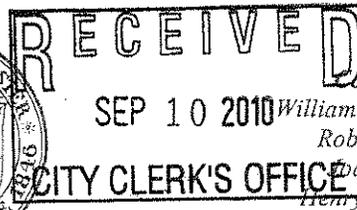
Theodore L. Gatsas
Mayor

Enclosures

cc: Kevin Sheppard, Director of Public Works
Peter Capano, Chief of Parks, Recreation and Cemeteries
Bill Sanders, Director of Finance

Kevin A. Sheppard, P.E.
Public Works Director

Timothy J. Clougherty
Deputy Public Works Director



Commission
William F. Houghton Jr.
Robert R. Rivard
Don S. Flurey
Henry R. Bourgeois
Raymond Hebert

CITY OF MANCHESTER
Highway Department

September 10, 2010
#10-043

The Committee on Administration and Information Systems
of the Honorable Board of Mayor and Aldermen
CITY OF MANCHESTER
One City Hall Plaza,
Manchester, New Hampshire 03101

re: Parks and Recreation Enterprise Proposal

Dear Chairman Lopez:

As you are aware, the Parks, Recreation and Cemeteries Department became a Division of the Highway Department this past March. Since this time, my staff and I have continued to review the operations and procedures of this new Division.

Of particular interest, was a concern with the operating budget of the Enterprise fund, which currently has an operating deficit to date of close to \$5,000,000. If current operations are sustained, this deficit is projected to grow at a rate in excess of \$900,000 per year. An internal review of this fund was performed by my staff, including Tim Clougherty, Peter Capano, Don Pinard (B.S.O.), Andy Vachon and myself. Our plan has also been reviewed with Mr. Bill Sanders.

I hereby request the opportunity to present my recommendations to your Committee at your next scheduled meeting. Thank you for your consideration. I look forward to discussing the details of this proposal.

Sincerely,

Kevin A. Sheppard, P.E.
Public Works Director

cc/ Mayor Theodore L. Gatsas,
Timothy J. Clougherty, Deputy Director
Peter D. Capano, P.E.
Don Pinard, B.S.O.

Parks and Recreation Enterprise Proposal

The Budgeted FY 2011 shortfall in the Parks Enterprise Fund is
 (Expense \$2,886,798 - Revenues \$1,967,933)
 Unfunded High School Ice T (\$917,865)
 Overstated Derryfield CC Rev (\$65,000)
 Projected Shortfall (\$14,193)
 (\$997,058)

Expense	JFK and Westside Arenas	Current	Proposal	Proposed	FY 11 Savings	FY 12 Savings
	The arenas are staffed by 9 positions (4 at each arena and 1 superintendent)	\$520,807	3	\$431,131	\$89,676	\$115,716

Expense	Derryfield Country Club	Current	Proposal	Proposed	FY 11 Savings	FY 12 Savings
	The DCC is currently staffed by 3 FTE's plus 4 FTE's who work at the arenas in the winter.	\$496,528	2	\$441,837	\$46,266	\$104,051

Expense	McIntyre Ski Area	Current	Proposal	Proposed	FY 11 Savings	FY 12 Savings
	McIntyre has been contracted out and is no longer part of the enterprise fund	\$77,149	1,3	\$0	\$77,149	\$65,889

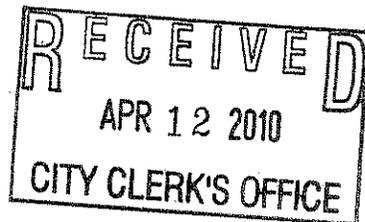
Expense	Misc	Current	Proposal	Proposed	FY 11 Savings	FY 12 Savings
	Currently Parks and Rec general fund and the parks Enterprise fund share admin staff.	\$356,222	1,4	\$366,222	\$0	\$183,111
	The parks general fund budget is not allocated cost associated with the debt on the DCC office space.	\$104,748	1,4	\$110,267	\$0	\$82,700
	School Athletics (field maintenance) is projecting shortfall	\$14,607	3	\$0	\$14,607	\$0
				Total Expense Savings	\$227,698	\$551,468

Revenue	Rate Structure	Current	Proposal	Proposed	FY 11 Savings	FY 12 Savings
	High School Hockey does not pay for ice time	\$1,888,740	4	\$1,976,700	\$0	\$87,960
	The Manchester School District as well as Trinity High School, the CYO Golf Tournament, the NHJGA Junior Event and the Bill Cashin Senior Center event are not charged greens fees.	\$0	4	\$62,965	\$0	\$62,965
		\$0	4	\$14,582	\$0	\$14,582
				Total Increase in Revenues	\$0	\$165,507

Total Savings \$227,698
 Annual capital reserve (\$150,000)
 Net Savings \$77,698

The Parks Enterprise currently has a total shortfall of \$4,966,025.68

- 1 General Fund Impacted
- 2 FY 11 Partial Implementation
- 3 FY 11 Implementation
- 4 FY 12 Implementation



Mayor Gatsas,

My team and I would like to thank you for the opportunity to discuss SubItUp.com and its impact on the Manchester Police Department.

We would like to give a twenty to thirty minute presentation to the Committee on Administration at their earliest convenience. The goal of this presentation will be to outline SubItUp's functionality, address any questions and discuss scalability, integration and any other technical concerns.

We thank you in advance for your consideration.

A handwritten signature in black ink, appearing to be "R. Cote".

Robert Cote
President, Brattle Consulting Group, Inc.

*Police Department - Testbed Step #12
Committee on Administration
August 30, 2010*

Mara, David

From: Hopkins, Jonathan

Sent: Tuesday, April 20, 2010 12:14 PM

To: Mara, David

Chief,

Sub It Up program in my opinion has been successful. We are the first police department to sign onto the system and have been the test market for the program. As with any new product there have been several small items that have needed to be tweaked to make the program do what we want it to do. The system continues to evolve and I do not believe it has reached its total potential.

We currently use the program to process all swaps and other time off request in the patrol division. We also use it to schedule all shifts for four month periods. The rosters are updated automatically as the time off is approved in the system. It is hard to tell if the system has saved us money and I do not believe it has at this point. What it has done however, is made time off request manageable by providing a clear record of the request. It provides us with information as to when request were made, who made them and how many swap are being done per month. This has made it easier for the OIC's to manage their shifts and manpower.

In my opinion the Sub It Up system is a good product and we should continue to use and evaluate it.

Capt. Hopkins

8/30/2010

9-2

May 18, 2010 Tabled



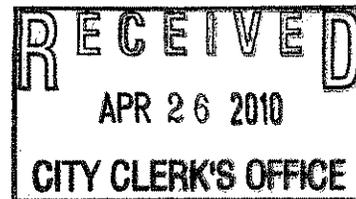
CITY OF MANCHESTER

Economic Development Office



April 23, 2010

Michael J. Lopez, Chairman
Administration & Information Systems
One City Hall Plaza
Manchester, NH 03101



Re: Job Corps Center Water Line & Sewer Line Extension Agreement

Dear Chairman Lopez and Members of the Committee:

Attached is a draft water and sewer line extension agreement to service the planned Job Corps Center on Dunbarton Road for your consideration. Upgrades to these lines are essential to the development of the project and this agreement will allow the project to move forward expeditiously. Copies of the proposed agreement have been forwarded to the City Solicitor's Office, the Highway Department, the Environmental Protection and Water Works Divisions, Community Development and the Office of the Mayor. If you have any questions or need additional information, please feel free to contact me at your convenience. Thank you for your consideration.

Sincerely,

Jay Minkarah, Director
Manchester Economic Development Office

In Board of Mayor and Aldermen
Date: 5/04/10
On motion of Ald. O'Neil
Seconded by Ald. Roy
Voted to refer to the Committee on
Administration/Information Systems.

City Clerk

Manchester New Hampshire

(Water Line and Sewer Line Extension)

WATER LINE AND SEWER LINE EXTENSION AGREEMENT

This Water Line and Sewer Line Extension Agreement (the "Agreement") is made this ____ day of _____, 2010, by and between the U.S. DEPARTMENT OF LABOR (hereinafter called the "DOL") and THE CITY OF MANCHESTER, a municipality, by and through its Departments of Highway and Water Works (hereinafter the "City").

WITNESSETH:

WHEREAS, the DOL is in the process of undertaking the construction of Job Corps Center (the "JCC") off of Dunbarton Road, in Manchester, New Hampshire (the "Project Site"); and,

WHEREAS, the construction of the JCC will necessitate the extension of the existing municipal water service (the "Water Line") from its current location on Dunbarton Road approximately four hundred seventy five (475) feet west of English Village Road, northwesterly to a point at the western most lot line of the Project Site, and the extension of the municipal sewer service (the "Sewer Line") from its current location on Dunbarton Road to the Project Site; and,

WHEREAS, the DOL desires to enter into this Agreement with the City, whereby the City will, respectively, and as appropriate, agree to: (i) provide the design and engineering services necessary to extend and install the Water Line and Sewer Line to the Project Site; and (ii) contract for the construction and installation of the Water Line and Sewer Line to the Project Site; and (iii) provide for routine operation and maintenance of these water and sewer extensions.

NOW, THEREFORE, in consideration thereof, the parties hereto mutually agree as follows:

1. Work to Be Performed.

The City agrees to provide the following (collectively the "Work"):

- A. Prepare engineering design plans and specifications for the construction, replacement and extension of the existing Water Line and Sewer Line to the Project Site and associated sanitary sewer pump station on the Project Site as described below.
- B. The labor, equipment and materials to construct and extend: (i) the existing water line from its current location on Dunbarton Road

approximately four hundred seventy five (475) feet west of English Village Road, northwesterly to a point at the western most lot line of the Project Site; and (ii) existing municipal sewer line from its current location on Dunbarton Road to the Project Site, and to construct the necessary pump station to discharge the sanitary waste from the Job Corps facility to the gravity flow portion of the sewer, in accordance with the plans and specifications prepared pursuant to Section 1,A, above.

It is understood and agreed that construction and installation of the Water Line and Sewer Line will necessitate ancillary yet directly related work including but not limited to excavation, backfill, restoration of roadway surface, traffic control, restoration of pavement markings, etc. It is further agreed that the City will be reimbursed 100% for all such costs, in accordance with the provisions hereof.

2. The DOL agrees to reimburse the City for the work described in Paragraph 1 as follows:
 - A. Costs To Be Reimbursed: The DOL shall pay the City for the actual cost of all engineering, project administration and construction costs in accordance with Exhibit A. This is estimated at a not-to-exceed cost of \$1,559,000 (\$159,000 being allocated for Design and Construction Administration; and, \$1,400,000 for Construction). If the not-to-exceed cost requires adjustment due to unforeseen circumstances or because once final construction and design plans are prepared and bids to perform the Work are received, the estimated cost for construction exceeds the amount set forth above, DOL approval will be required. If DOL does not approve the increase the DOL shall pay for the design services rendered up to the amount of \$159,000.
 - B. Method of Payment: The DOL shall make periodic payments to the City on a monthly basis upon submission of invoices for work completed in accordance with 2D, below.
 - C. Submission of Monthly Reports. With each invoice for Payment, the City shall submit monthly reports to the DOL detailing the amount of the Work performed in the previous month. The monthly reports shall:
 - Project Name and Number.
 - Brief description of work covered.
 - Breakdown of engineering, design, contract invoices, labor, equipment, construction and materials.
 - Dollar value of the Work performed

D. Submission of Invoices. Invoices shall be submitted, on a monthly basis, to:

The invoices shall contain:

- Project Name and Number.
- Brief description of work covered.
- Amount requested pursuant to the invoice.
- Breakdown of costs.
- Copy of all authorized engineering and construction payments.
- Whether billing is partial or final.
- Bill or invoice number.
- Date of billing.

3. The Work described in Paragraph 1 above will be shown in greater detail on the plans and specifications prepared by the City in accordance with Section 1, A, above. Upon completion of said plans and specification they shall be made a part of this Agreement.
4. The Work described in Paragraph 1 above, may be done by City forces and/or under an existing continuing contract and/or by competitive bid contract. Continuing contracts shall be defined as a written contract with the City and the contractor who periodically does work for the City. The City will have awarded the continuing contracts using a competitive bid process, the attached documentation of which being made a part of this Agreement. Contracts will be solicited and awarded by the City in accordance with the City of Manchester, NH Code of Ordinances, including but not limited to, Chapter 39, thereto or in accordance with any specific actions of the Board and Mayor and Alderman. Notwithstanding any other provision hereof the contracts by and between the City and any subcontractor, engineering firm or other professional shall be on terms and conditions acceptable to the City. Any reference to the City hereunder, when setting forth obligations of or benefits to the City, shall be understood to mean the City, its departments, divisions, contractors, subcontractors or agents.
5. The City agrees to coordinate the Work hereinbefore described with the other work being done on the JCC, and also agrees to complete the Work by November 30, 2010, provided the City is not delayed by acts of God, strikes, or late delivery of critical materials. Extension requests, due to unforeseen conditions, from the City, of this completion date, will not be unreasonable withheld by the DOL

6. The City agrees to perform the Work hereinbefore proposed, in accordance with all of the items mentioned above, including such additions or modifications hereafter approved, in writing, by the City. The amount of Work to be performed by the City, including any changes in excess of \$25,000, shall be approved by the DOL, within ten (10) days which approval shall not be unreasonable withheld, and the City shall be reimbursed therefore, as herein provided. Should the City determine a change in excess of \$25,000, which will not change the scope of work as defined in Paragraph 1, is necessary, and time is of the essence, the City may move forward with this work and the DOL will not unreasonably withhold approval of this change.
7. The City agrees to notify the DOL of the starting and completion dates of the work hereinbefore described, and to provide the reports set forth in Section 2C, above,
8. Upon the receipt of satisfactory detailed invoices (with applicable credit shown for salvage or scrap, betterments, and accrued depreciation, if any) without arbitrary percentage or lump sum addition for overhead expenses, the DOL agrees to reimburse the City for 100% of the costs of design, engineering, construction, labor, equipment, and materials to perform the work described in the previous paragraphs up to a not-to-exceed amount of \$1,559,000 (\$159,000 for Design and Construction Administration; and, \$1,400,000 for Construction) without additional approval from DOL for the reasons set forth in Section 2A, above.
9. Upon presentation of the invoices set forth in Section 2D above, the DOL will make periodic progress payments to the City within thirty (30) days of receipt by DOL and approval by the Contracting Officer's Technical Representative (COTR) of said invoices, which approval or rejection shall be within ten (10) days receipt of the invoice. Nothing contained herein shall obligate or require the City to continue to perform the Work in the event that the DOL is not making the progress payments required by this Agreement.
10. DELETE
11. Upon the receipt of a final invoice, so marked, showing the dates the work was started and completed, the DOL agrees to reimburse the City for the actual cost as full compensation for the costs of design, engineering, labor and construction work incurred in the extension of the Water Line and Sewer Line up to a not-to-exceed limit of \$1,559,000 (\$159,000 for Design and Construction Administration; and, \$1,400,000 for Construction) unless a higher amount has been authorized.

12. All cost records of the City pertaining to the Work will be subject at any time to inspection by representatives of the DOL for a period of not to exceed three (3) years from the date final payment is received by the City.
13. Upon final completion and acceptance of the improvements the Water Line and Sewer Line improvements shall become the exclusive property of the City. The DOL shall be responsible for all costs associated with the operation, maintenance, and repair of the sanitary sewer lift station. The City, at the expense and cost of the DOL, shall be responsible for all routine maintenance and inspection of the water and sewer line facilities, and for all repairs to the water and sewer conduits located downstream of the sanitary sewer pump station or off of the DOL Project Site.
14. This Agreement does not relieve the DOL from the payment of any routine charges and or fees normally associated with water or sewer service applications within the Project Site. Such fees and charges shall be due and payable to the applicable City Department upon application for such service or as is required by the individual City Department.
15. In performing their undertakings and obligations set forth in this Agreement both parties shall comply with all federal, state and local laws, statutes, rules, regulations and ordinances applicable to said party.
16. This Agreement shall be governed by the laws of the State of New Hampshire, without regard to conflicts of law principles.
17. The parties hereto acknowledge that this Agreement is exempt from the equal opportunity clause pursuant to 41 CFR 60-1.5(a)(4).
18. The Agreement may be executed in multiple counterpart originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

U.S. DEPARTMENT OF LABOR

CITY OF MANCHESTER

By: _____
 Name:
 Title:

By: _____
 Name:
 Title:

EXHIBIT A

- A. Costs To Be Reimbursed. The DOL shall reimburse the City for the Cost of the Work which term shall mean costs necessarily incurred by the City in the performance of the Work up to the not-to-exceed limit of \$1,559,000 (\$159,000 for Design and Construction Administration; and, \$1,400,000 million for Construction) without appropriate DOL approval for the reasons set forth in Section 2A, above. The Cost of the Work shall include the following:
1. Labor Costs. Wages of engineers, supervisors, administrative personnel and other workers employed by the City to perform the Work will be charged at there normal wage rates plus appropriate benefits and overhead.
 2. Subcontract Costs. Payments made by the City to subcontractors, contractors, designers, engineers and other professionals in accordance with the requirements of any contracts by and between the City and any subcontractors, contractors, designers, engineers and other professionals with respect to the performance of the Work.
 3. Costs of Materials and Equipment Incorporated in the Completed Construction.
 - (a) Costs, including transportation, of materials and equipment incorporated or to be incorporated into the Work.
 - (b) Costs of materials described in the preceding clause in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage.
 4. Cost of Other Materials and Equipment and Related Items.
 - (a) Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the City at the site. Cost for items previously used by the City shall mean fair market value.
 - (b) Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the City at the site, whether rented from the City or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof.
 - (c) Costs of removal of debris, waste or other materials in the course of performing the Work.
 - (d) Reproduction costs, costs of facsimile transmissions and long-distance phone calls, postage and Federal Express (or similar courier) charges.

(e) Reasonable transportation costs of the City personnel in execution of the Work, at rates normally applied.

5. Miscellaneous Costs.

(a) Any costs directly attributable to this Agreement for premiums of insurance and bonds.

(b) Any fees and assessments for the building permit and for other permits, licenses and inspections for which the City is required by the Contract Documents to pay.

(c) Fees of testing laboratories for tests required to perform the Work.

(d) Royalties and license fees paid for the use of a particular design, process or product required by the Work, and the costs of any suits or claims for infringement of patent or other intellectual property rights, including the payment of any judgments or settlements thereof.

(e) Legal, mediation and arbitration costs, other than those arising from disputes between the DOL and the City, reasonably incurred by the City in the performance of the Work. Notwithstanding the prior sentence, legal, arbitration, mediation and other fees incurred as a result of the City's failure perform any of its duties hereunder, including, but not limited to, failure to pay subcontractors and suppliers, shall not be deemed a Cost of the Work.

(f) Other costs incurred in the performance of the Work.

(g) Sales, use or other taxes (if any).

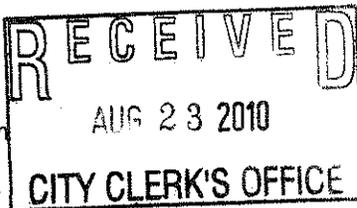
(h) Data processing fees and expenses relating to the Work.

6. Emergencies and Repairs to Damaged or Nonconforming Work. The Cost of the Work shall also include costs which are incurred by the City:

(a) In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

(b) In repairing or correcting damaged or nonconforming Work executed by the City or the City's subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of the City.

B. Notwithstanding any other provision of this Agreement, for third party contractor(s) or engineer(s) engaged by the City to perform Work, the DOL shall pay the full amount of any invoice submitted to the City by said third party contractor(s) or engineer(s) as long as it does not exceed the established not-to-exceed limit without prior DOL approval.



TO: Board of Mayor & Aldermen
FROM: Board of School Committee
DATE: August 9, 2010
RE: Establishment of Expendable Trust

At the meeting of the Board of School Committee held on August 9, 2010, the Board of School Committee reviewed recommendations relative to the above-referenced. After due and careful consideration the Committee recommends:

To request that the Board of Mayor & Aldermen establish an expendable trust for technology for the School District.

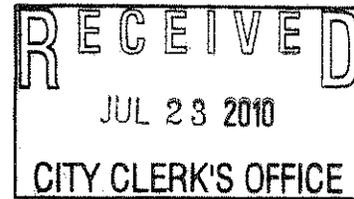
The motion was made by Comm. Herbert and seconded by Comm. Briggs. The motion passed by unanimous vote of the entire 15 members of the Board.

IN BOARD OF SCHOOL COMMITTEE

Adopted.....2010

Suzanne O. Sears
Suzanne O. Sears Board Clerk

8/30/10 Tabled



CITY OF MANCHESTER
Board of Aldermen

MEMORANDUM

TO: Committee on Administration/Information Systems
Aldermen Lopez, Corriveau, DeVries, O'Neil and Osborne

FROM: Alderman Patrick Arnold 

DATE: July 23, 2010

RE: City Tax Exemptions for Individuals

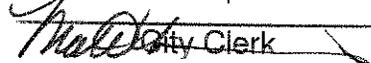
The City provides various tax exemptions to individual resident property owners pursuant to RSA 72. These exemptions allow certain amounts of money to be deducted from a property owner's assessed valuation of real property. In Manchester, the authority to modify such exemptions, including the amount of such exemptions and the manner of their determination, is vested in the Board of Mayor and Aldermen.

Partial modification of these exemptions could provide much-needed relief to our community's senior citizens. Modification could ease the general tax burden on average-income earners in Manchester as well.

Because I believe this issue deserves a healthy debate, I respectfully request that the Committee initiate discussions about reforming the present structure of individual tax exemptions to investigate how this mechanism can better serve our city residents and taxpayers.

Thank you in advance for your consideration.

In board of Mayor and Aldermen
 Date: 8/3/10 On Motion of Ald. Arnold
 Second by Ald. DeVries
 Voted to refer to the Committee on
 Administration | Information Systems.


City Clerk

12

Tabled 8/30/10

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 Lopez, Corriveau, DeVries, O'Neil, Osborne

FROM: Matthew Normand
City Clerk

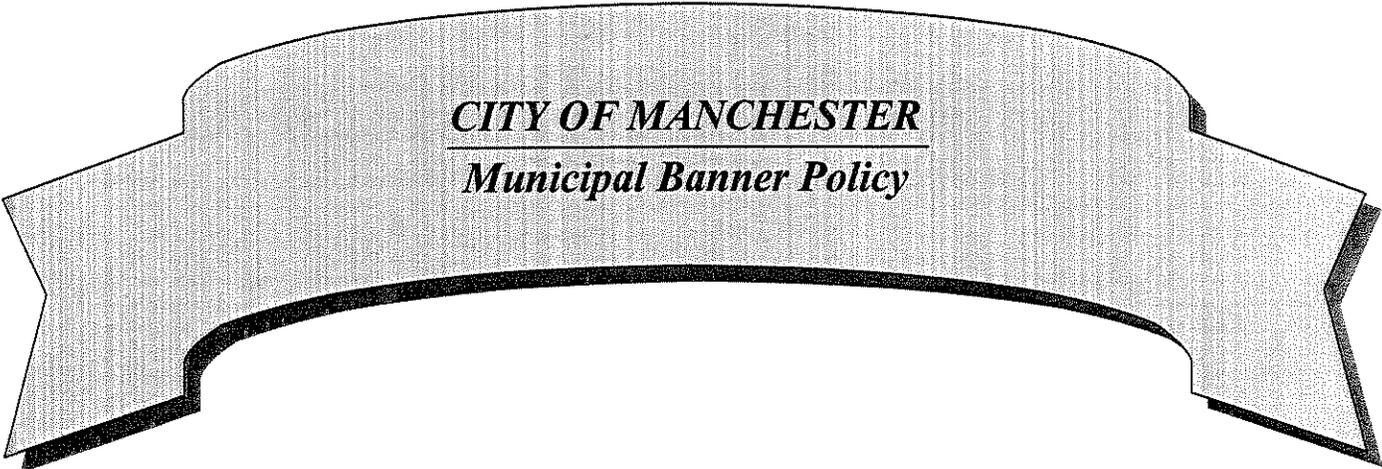
DATE: August 26, 2010

RE: Municipal Banner Policy

As requested, I have attached a proposed Municipal Banner policy for the Committee's consideration. In drafting the policy, I researched over 30 communities across the country with a population base of 100,000 to 200,000 or more. Policies and fees varied greatly from one community to another. The attached represents a collection of those policies that is presented for your consideration. The Mayor and the Solicitor have reviewed this draft.

I will be available for your questions or concerns at the Committee's next meeting on August 30, 2010.

13-1



CITY OF MANCHESTER
Municipal Banner Policy

DRAFT

**CITY OF MANCHESTER
MUNICIPAL BANNER POLICY
GUIDELINES**

TABLE OF CONTENTS	PAGE
I. PURPOSE	3
II. DEFINITIONS	3
III. BANNER POLICY	4
IV. GROUP RESPONSIBILITIES	7

MUNICIPAL BANNER PROGRAM

I. PURPOSE

- A. To complement the aesthetic appearance and/or improvement of the Central Business District and eligible neighborhoods.
- B. To introduce color and a sense of excitement.
- C. To assist in the promotion of cultural, recreational, and civic events sponsored by various groups throughout the city united in mission to improve the quality of life and offerings for Manchester residents and visitors.
- D. To support and promote special events, bringing increased attention and awareness to Manchester and its businesses and to create the image of an economically vital, active and flourishing City.
- E. To create an effective administrative process to manage a high quality municipal banner program.

II. DEFINITIONS

- *Sponsoring Organization* – Organizations applying for banner placement under the Municipal Banner Program promoting activities reflecting general community interest.
- *Cross-Street Banner* – Banners used in the City which are placed from pole to pole across public rights-of-way.
- *Municipal Banner Program* - All aspects of establishing and maintaining the ongoing use of City banner system components by various organizations and their sponsors. Approved banner locations within the program are (1) Elm Street, adjacent to Veteran's Park, (2) Hanover Street, at the corner of Chestnut Street, and (3) Kelley Street, at the corner of Rimmon Street.
- *Committee on Administration/Information Systems* – Committee with responsibility to review and approve or deny all banner requests.

III. BANNER POLICY

- A. **ELIGIBILITY:** Potential banner program participants should represent or promote local non-profit or cultural civic events or activities of particular interest or benefit to the Manchester community. Banners are not to be used for commercial advertising or to advertise or promote political candidates, parties, or issues. However, a professionally placed logo of a business or corporation sponsoring the event may be included on a banner.
- B. **BANNER REVIEW:** Banners will be reviewed and considered for approval by the Committee on Administration/Information Systems. All banners must be professionally manufactured by a bonded printer to ensure only quality, well-made banners will be displayed within the city of Manchester.
- C. **INFORMATION CONTENT:** All banner designs should be artistic in nature, graphically or symbolically representing the subject/purpose of the community event or organization. Banners can include text for dates, activities, logos, and/or title of event.

Banners must:

1. Not display any legend or symbol which may be construed to advertise, promote the sale of, or publicize any merchandise or commodity, or to be political in nature.
2. A banner shall not have displayed thereon which portrays a traffic control device, or which attempts to direct the movement of traffic
3. Use bright, contrasting colors on both sides (front and back)
4. Be simple in nature, incorporating large simplistic and bold elements.
5. Incorporate imagery and text that are appropriately scaled for long-range visibility
6. A banner may not contain more than 20% of space used to highlight the sponsor of the banner.
7. A banner may not display any inappropriate symbols or messages or in any way suggest partisan political statements or endorsements.
8. Inappropriate material including but not limited to: offensive language, hate speak, pornographic images, and/or content considered demeaning and derisive will not be accepted. Decisions on the appropriateness of material will be governed by the City.
9. Conform to standards of construction as outlined within Section D.

D. BANNER SPECIFICATIONS: Cross-street banners shall comply with the following specifications:

1. All banners in the Municipal Banner System shall be printed on both sides of the banner fabric.
2. Cross-street Banners shall be made of marine acrylic canvas or heavy reinforced vinyl resistant to ultraviolet rays, mold, and mildew. Each banner shall have two double stitched reinforced hems. Cross-street banners must have wind slits. Cross-street banner size will depend on the locations selected for placement. Banners intended for Elm Street shall be no larger than 4' tall by 45' wide. Banners intended for the Hanover Street or Kelley Street locations shall be no larger than 4' tall by 20' wide.

E. APPLICATION PROCESS: The sponsoring organization shall make a written application and present it to the Office of the City Clerk six (6) weeks prior to planned installation date. The City Clerk will present each application received to the Committee on Administration/Information Systems at their next regularly scheduled meeting. The Committee shall review and either grant or deny the applications. The City Clerk will notify the applicant as soon as possible with the Committee's decision.

Applications shall include:

1. Name of event
2. Name of sponsoring organization
3. Date of event
4. Time period requested for banner exposure
5. Banner design
6. Number of streetlight banners
7. Number of cross-street banners (*2 maximum*)
8. Location of banners
9. Application fee
10. Certificate of insurance

The City shall honor recognized events which are held annually by reserving banner space for the following events. These events include:

(Committee could select specific annual events that it wishes to reserve dates for.)

Other special events shall be approved on a first-come first-served basis not to exceed five (5) total events per year including the above events. There shall be no more than two special event cross-street banners placed at any given time.

F. APPLICATION FEES: The application fee for banners by location shall be as follows:

Elm Street:	\$250.00
Hanover Street:	\$100.00
Kelley Street:	\$100.00

Application fees include associated installation and removal fees.

G. APPEALS: The Committee on Administration/Information Systems is authorized by the Board of Mayor and Aldermen to approve the design and placement of cross-street banners. If a banner design or a placement request is denied by the Committee, the sponsoring organization may appeal this decision directly to the Board of Mayor and Aldermen by asking to be placed on the next available agenda of the Board.

H. BANNER SPONSOR PRIORITY: The Office of the City Clerk will maintain a Master Banner Calendar at all times. The month of January will be the official Banner Scheduling period. All banner hanging requests made within the month will follow the Banner Prioritization Schedule. Banner requests can be made after the month of January, however, they will be processed on a first come first serve basis.

Banner Prioritization Schedule

1. Banners produced by the City of Manchester or its agencies that promote the City of Manchester or its events receive first priority.
2. Banners promoting special events or activities held within the city of Manchester and sponsored by a community non-profit organization located within the city limits receive second priority.
3. Banners promoting special events or activities held within the city of Manchester open to the public receive third priority.

I. BANNER PLACEMENT: The Manchester Public Works Department shall be responsible for placement and retrieval of approved cross-street banners.

J. LENGTH OF EXPOSURE: Banners may be hung for a period not to exceed two weeks.

K. STORAGE / LIABILITY: All banners shall be the responsibility of the sponsoring organization. The City will not be responsible for storing banners.

L. BANNER CONDITION: The Committee on Administration/Information Systems has the authority to refuse the placement of cross-street banners which, because of previous use, are in poor condition. In addition, the Public

Works Department has the authority to remove banners which have become, frayed, ripped or otherwise unsightly.

- M. **INSURANCE REQUIREMENTS:** Sponsoring organizations wishing to place cross-street banners must carry a \$500,000 General Liability insurance policy. Sponsoring organizations shall provide the City with said proof of insurance listing the City of Manchester as “**Additional Insured**”. Said insurance certificate shall be provided to the City Clerk’s Office and be approved before any banner placement activities may take place.

IV. GROUP RESPONSIBILITIES

A. CITY OF MANCHESTER:

1. Provides use of banner poles.
2. Authorizes the Office of the City Clerk to receive and process applications.
3. Authorizes the Public Works Department to install and retrieve cross-street banners.

B. SPONSORING ORGANIZATION:

1. Follows the banner program criteria established in the Municipal Banner System Policy.
2. Creates their own respective original banner designs.
3. Bears cost of banner manufacture and storage.
4. Provides the City with an Insurance Certificate listing the City of Manchester as “additional insured” in the types and amounts required.

C. COMMITTEE ON ADMINISTRATION/INFORMATION SYSTEMS:

1. Reviews and approves all applications for design and placement of cross-street banners.