

AGENDA

COMMITTEE ON LANDS AND BUILDINGS

January 19, 2010
Aldermen Osborne, Lopez,
Shea, Roy, Greazzo

5:00 PM
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Osborne calls the meeting to order.
2. The Clerk calls the roll.
3. Communication from Dick Dunfey, MHRA, requesting that the City enter into a Subordination and Non-Disturbance agreement with Verizon Wireless related to a cellular antenna lease on the former Brown School.
Gentlemen, what is your pleasure?
4. Communication from Jack Baringer, Site Acquisition Manager for Goodman Networks, submitting a proposal for Clearwire to Lease City Property.
Gentlemen, what is your pleasure?
5. Communication from Jay Minkarah, Economic Development Director, regarding a Request for Proposal for Northwest Business Park at Hackett Hill.
Gentlemen, what is your pleasure?

TABLED ITEM

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

6. Request to obtain lot number 611-4A Island Pond Road.
(Note: Attached is a memo from Joan Porter regarding the Tax-Deeded property; appraisal from the Board of Assessors, if available. Tabled 9/1/09, additional information submitted by the Director of Planning & Community Development.)

7. Draft agreement submitted by the City Solicitor's Office between the City of Manchester and the Manchester Dog Park Association for a proposed dog park in the city.
(Note: On November 10, 2009 the Committee voted to send the agreement to the Dog Park Association and table this item until they have responded.)

8. Communication from Chuck DePrima, Acting Director of Parks, Recreation and Cemetery Department, regarding dog park site investigations for Dunbarton Road and Crescent Road.
(Note: Referred by the Board of Mayor and Aldermen on 10/6/09. Tabled on November 10, 2010)

9. Report of the Board of Mayor and Aldermen advising that is has requested staff to prepare documents to provide that the City agree to extend the term on the 2nd mortgage relating to Lowell Terrace Associates property located at the northwest corner of Lowell and Chestnut Streets to coincide with the expiration of the existing first mortgage in 2013.
*(Note: The Committee has requested clarification from Finance as to whether financials from 1984 – 2001 have been provided; Solicitor to provide a fair market value for the property as established by the Superior Court in October; Tabled 8/04/08; The Committee requests the Solicitor to provide an updated Certificate of Insurance for the property; Retabled 12/2/08. Information to be provided by the Assessor. Retabled 7/07/09 waiting for disposition letter. Retabled 9/1/09, Finance Officer and City Solicitor to provide a final disposition letter.)
On file for viewing with Office of the City Clerk, One City Hall Plaza.*

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

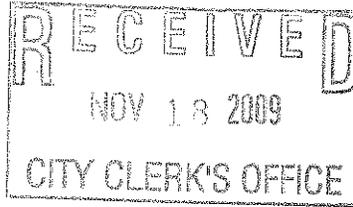


Dick Dunfey
Executive Director

M A N C H E S T E R
HOUSING AND REDEVELOPMENT AUTHORITY

George N. Copadis
Chair
William B. Cashin
Vice-Chair
Marion G. Russell
Commissioner
Fern G. Gelinis
Commissioner
M. Mary Mongan
Commissioner

November 9, 2009



CIP Committee
City of Manchester
One City Hall Plaza
Manchester, NH 03101

ATTN: Alderman Garrity, Chairman

RE: Brown School Apartments

Dear Alderman Garrity:

You may recall that the Manchester Housing and Redevelopment Authority had received a loan from the City of Manchester to renovate the Brown School for the provision of housing for elderly residents and people with disabilities. In recent months, the Authority has been negotiating with Verizon Wireless for lease of space for Verizon to install a cellular antenna and associated equipment. The antenna would be concealed within a ventilation shaft on the roof of the Brown School building and would not be visible from outside the building. An equipment cabinet and emergency generator would be located at ground level on the east side of the building. Since Verizon's investment in equipment is substantial they are asking that all lien holders execute a Subordination and Non-Disturbance Agreement which states that in the event of a foreclosure the equipment would not need to be removed. Since the City of Manchester is a lien holder, a Subordination Agreement with the City is necessary. A copy of this Agreement is enclosed.

It is our understanding that execution of this Agreement requires the authorization of the CIP Committee and possibly the full Board of Mayor and Aldermen. To expedite execution of our lease with Verizon Wireless, we would appreciate your considering the matter at your next meeting. If approval of the full Board is required, we would also appreciate your presenting this matter to the Board at the meeting following the committee meeting, if at all possible. Verizon Wireless has obtained the required zoning approval for the installation.

Thank you and please feel free to contact Dick Webster, our Housing Development Manager, at 624-2118 if you have any questions.

Sincerely,

Dick Dunfey
Executive Director

In Board of Mayor and Aldermen
Date: 11/24/09
On motion of Ald. O'Neil
Seconded by Ald. J. Roy
Voted to refer to Committee on Lands
and Buildings.

City Clerk



After recording, please return to: Aaron Rozenek, Esq.
McLane, Graf, Raulerson & Middleton, P.A.
900 Elm Street
P.O. Box 326
Manchester, NH 03105

SUBORDINATION AND
NON-DISTURBANCE AGREEMENT

THIS AGREEMENT is made effective as of the latest of the dates on which it is signed below, by and among **CELLCO Partnership d/b/a Verizon Wireless**, with its principal office located at Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("LESSEE"); **BROWN SCHOOL, LLC**, with its principal offices located at 198 Hanover Street, Manchester, New Hampshire 03104 ("LESSOR"); and **CITY OF MANCHESTER**, a New Hampshire municipal corporation, having principal offices at One City Hall Plaza, Manchester, New Hampshire, 03101 ("LENDER").

WITNESSETH:

1. LESSOR and LESSEE made and entered into a Lease effective _____, 2009, which, including all amendments, if any, are hereinafter referred to as the "LEASE" with respect to premises on the property of the LESSOR known as 435 Amory Street, Manchester, Hillsborough County, New Hampshire, as shown on the Tax Map of the City of Manchester as Map 187, Lot 30 and being further described in Deed Book 7786 at Page 381 as recorded in the Office of Hillsborough County Registry of Deeds (the "REGISTRY" and the "PROPERTY").

2. LENDER is the holder of the following instruments (collectively, the "MORTGAGE") that encumber the Property:

- A Mortgage to Lender, dated December 12, 2006, securing a loan in the original principal sum of \$680,000.00 recorded in the Registry in Book 7786, Page 478.

3. So long as the LESSEE is not in default in the performance of any of the terms of the LEASE, the parties agree that in the event the MORTGAGE is foreclosed for any reason, the successful bidder or any subsequent owner of the PROPERTY shall succeed to the interest of LESSOR under the LEASE, the LESSEE shall be bound to such party under all of the terms of the LEASE for the balance of the term thereof remaining with the same force and effect as if such party were the lessor under the LEASE, and the LESSEE hereby attorns to such party as its lessor, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the parties hereto, immediately upon such party succeeding to the interest of the lessor under the LEASE. Notwithstanding anything herein to the contrary, the LESSEE shall be under no obligation to pay rent to such party (although LESSEE shall remain

obligated to pay under the LEASE), until the LESSEE receives written notice from such party that is has succeeded to the interest of the lessor under the LEASE. The respective rights and obligations of the LESSEE and such party upon such attornment shall, to the extent of the then remaining balance of the term of the LEASE, be the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the LEASE in this Non-Disturbance Agreement by reference with the same force and effect as if set forth at length herein.

4. If the MORTGAGE is foreclosed or executed upon for any reason and so long as the LESSEE is not in default beyond any applicable notice/grace period, LESSEE's rights under the LEASE and LESSEE's use and enjoyment of the PROPERTY leased thereunder shall not be disturbed by the successful bidder or any subsequent owner of the PROPERTY, who shall be bound to the LESSEE under all of the terms of the LEASE, including but not limited to, any remedies for a breach of an agreement contained in the LEASE that the LESSEE might have had under the LEASE against LESSOR, provided, however, in no event shall the successful bidder or any subsequent owner be liable for any act or omission of any prior lessor, be subject to any offsets or defenses which the LESSEE might have against any prior lessor, or be bound by any rent or additional rent which the LESSEE might have paid to any prior lessor for more than the current month.

Furthermore, the parties acknowledge that this Agreement does not impose any liability on the LENDER from the mere exercise by LENDER of any rights it may have to an assignment of rents under a collateral assignment of leases and rents from the LESSOR; it being the intention of the parties that the LENDER not be liable in any way under the LEASE unless the MORTGAGE is foreclosed or executed upon and the LENDER shall become a Mortgagee in Possession or owner of the PROPERTY by virtue of the recording of a deed with the Registry.

5. Notwithstanding anything contained therein to the contrary, neither the MORTGAGE nor any security instrument executed in connection with the MORTGAGE, including but not limited to any UCC-1 financing statements or any other financing instrument, agreement, or renewal or continuation thereof, shall cover, subject or be construed as covering or subjecting in any manner to the lien of the MORTGAGE or any such security instrument, any equipment, fixtures, antenna structures or any other trade fixture or other personal property installed or placed in or on the PROPERTY by or for the LESSEE.

6. The LESSEE waives any and all notices or rights thereto with respect to foreclosure by LENDER of the MORTGAGE, to the extent such rights arose prior to the date hereof.

7. The rights and obligations hereunder of the LESSEE and the LENDER shall be binding upon and inure to the benefit of their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

LESSOR:
BROWN SCHOOL, LLC

Date: _____

By: _____
By: Dick Dunfey, Secretary

LESSEE:
CELLCO PARTNERSHIP
d/b/a Verizon Wireless

Date: _____

By: _____
Name: David R. Heverling
Title: Vice President, Network

LENDER:
CITY OF MANCHESTER

Date: _____

By: _____
Signature

Type or hand-print name

Title

(signature page for Subordination and Non-Disturbance Agreement)

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 2009, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be a member of Brown School, LLC, a New Hampshire limited liability company, and that he, as such, being authorized so to do, executed the forgoing instrument for the purposes contained therein, by signing the name of the company by himself as such officer.

Notary Public/Justice of the Peace

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 2009, before me, the undersigned officer, personally appeared David R. Heverling, who acknowledged himself to be the Vice President, Network of Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, and that he, as such, being authorized so to do, executed the forgoing instrument for the purposes contained therein, by signing the name of the company by himself as such officer.

Notary Public/Justice of the Peace

STATE OF _____
COUNTY OF _____

The instrument was acknowledged before me this ___ day of _____, 2009 by _____ as _____ of the City of Manchester.

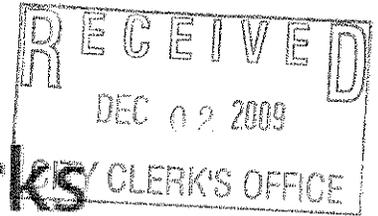
Notary Public
Print Name: _____

2955239_1



Goodman Networks

Network Knowledge... Delivered.



December 1, 2009

The Honorable Mayor Frank C. Guinta
City of Manchester
One City Hall Plaza
Manchester, NH 03101



Re: Thomas Donnelly Field
Clearwire NH-MAN 5127 B
975 Beech Street
Manchester, NH 03103

Dear Mayor Guinta:

Goodman Networks, Inc., has been retained to perform site acquisition, planning and permitting functions for the development of Clearwire wireless telecommunications antenna sites in the Manchester, NH, area. Your City's property has been identified as a candidate for a wireless facility.

As a result of the initial inspections and testing by the Clearwire radio-engineering department, it has been determined that your site is feasible for network development. The following are the basic business points of a proposed lease transaction:

Space:

A 40' x 40' area located in the area adjacent to the the baseball fields. The antennas will be mounted on a 150' monopole/field light structure approximately as shown on the attached exhibit, together with the associated lines and cables connecting the equipment with the antennae arrays.

Equipment:

Clearwire proposed 9 antennas (three per sector). All installations will comply with the design guidelines set forth by the city in which the property is located. Additionally two radio equipment cabinets approximately 3' wide by 3' deep by 5' high will be placed in the equipment leased area. All installations are certified by a structural engineer and an architect. Also, the utilities serving the equipment location shall be separately metered, and the costs (installation and or extension from the street ROW to the leased area and the monthly operation) of said utilities shall be borne solely by

Mayor Frank C. Guinta

December 1, 2009

Page 2 of 2

Clearwire.

Lease Term:

A five (5) year primary term, with four (4) options to extend the lease of five (5) years each.

Rent:

Clearwire proposes a monthly rental of One Thousand Four Hundred Dollars (\$1,400.00).

Periodic Rent Escalations:

The rental shall be escalated by Ten percent (10%) each option period

Maintenance, Taxes & Utilities:

All paid by Clearwire.

Access:

7/24/365 access is required by the Clearwire® maintenance department with notice. Clearwire agrees to reimburse your organization for actual security costs incurred in connection with after-hour, emergency maintenance events.

Insurance:

Clearwire will provide a \$2,000,000 liability policy and will name the landlord as an additional insured party.

All costs of constructing the facility, permitting and applications fees will be processed by Goodman Networks, Inc., and will be paid for by Clearwire. As landlord all that is required of you is a signed and notarized letter authorizing Goodman Networks, Inc., to act on your behalf in making the necessary applications. Prior to the processing of any permit the landlord will be presented with a set of plans for approval.

The above is intended only to be a basic overview of the lease terms and process. The engineers at Clearwire have designed numerous installations nationwide and are able to accommodate almost any situation. Please review the attached plans and call me with any questions, comments or requests for additional information.

Thank you for your consideration. Again, should you have any questions or require further information, please don't hesitate to call. Please contact me at your earliest convenience. I can be reached at (310) 259-4285.

Sincerely,

Jack M. Baringer
Site Acquisition Manager

CC: NH-MAN 5127 B file

4-2



EXISTING ACCESS DRIVE

PROPOSED 130'± MONOPOLE

PROPOSED CLEARWIRE
50'X50' LEASE AREA

SITE PLAN
SCALE: NTS



APPROX.
TRUE NORTH



APPROVALS:

LANDLORD: _____

FIELD CONST. MGR: _____

RF ENGINEER: _____

SITE ACQUISITION AGENT: _____

SHEET 1 OF 3



LAKESIDE OFFICE PARK
599 NORTH AVE., SUITE 8
WAKEFIELD, MA 01880
tel. (781) 295 0818
fax (781) 295 0825
e-mail: blocke@aerialspectrum.com

clearwire®

4400 CARILLON POINT
KIRKLAND, WA 98033

SITE TYPE:
RAW LAND

PROJECT INFORMATION:

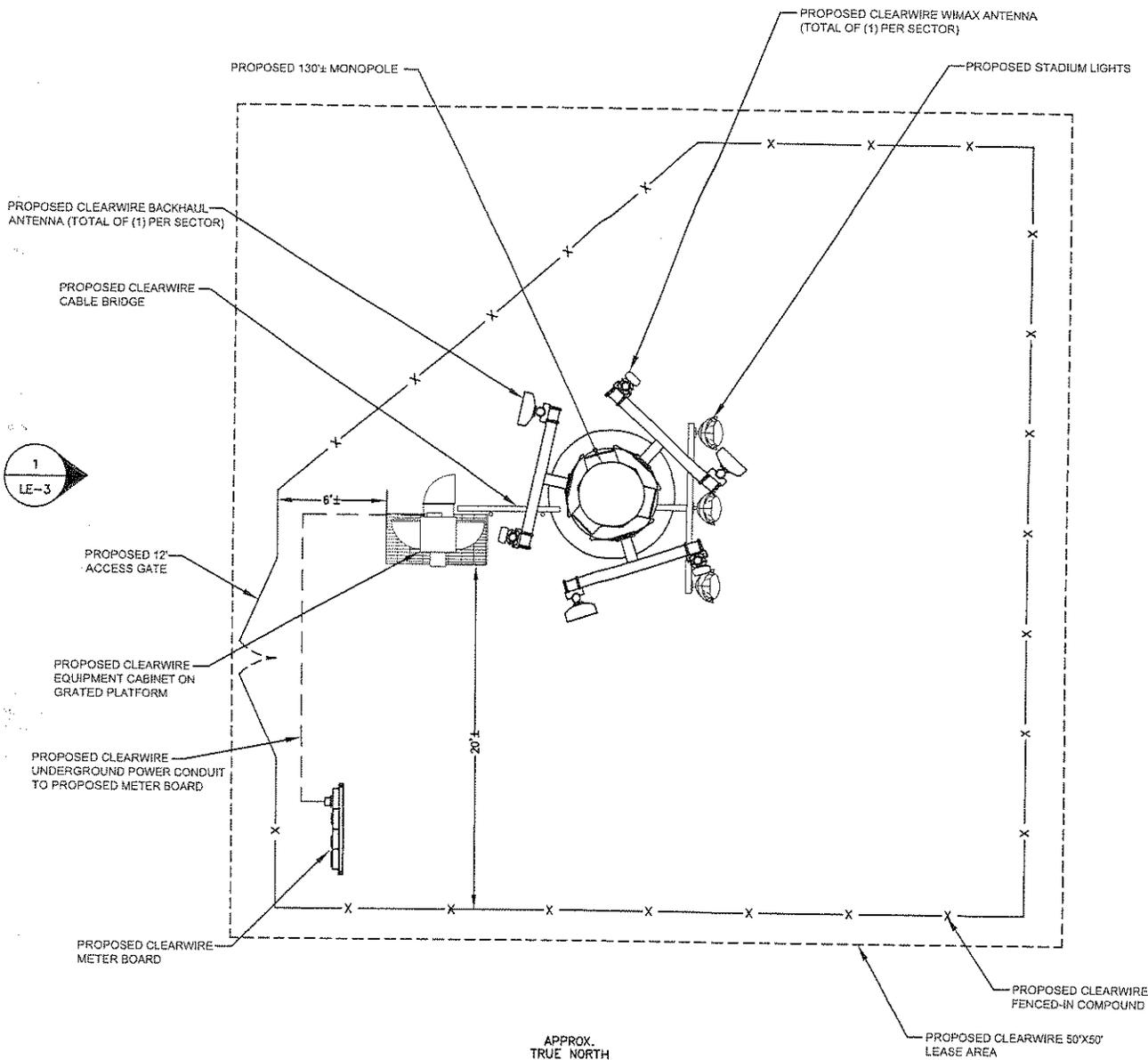
SITE #: NH-MAN5127-B
SITE NAME: THOMAS DONNELLY
FIELD
SITE ADDRESS: 975 BEECH STREET
MANCHESTER, NH

REVISIONS:

REV.#	DATE	DESCRIPTION
A	11/30/09	ISSUED FOR REVIEW

DRAWN BY: KAP

4-3



COMPOUND PLAN
SCALE: 1"=10'-0"



APPROVALS:

LANDLORD: _____
 FIELD CONST. MGR: _____
 RF ENGINEER: _____
 SITE ACQUISITION AGENT: _____



LAKESIDE OFFICE PARK
 599 NORTH AVE., SUITE 8
 WAKEFIELD, MA 01880
 tel. (781) 295 0818
 fax (781) 295 0825
 e-mail: blockc@aerialspectrum.com

clearwire®

4400 CARILLON POINT
 KIRKLAND, WA 98033

SITE TYPE:
RAW LAND

PROJECT INFORMATION:

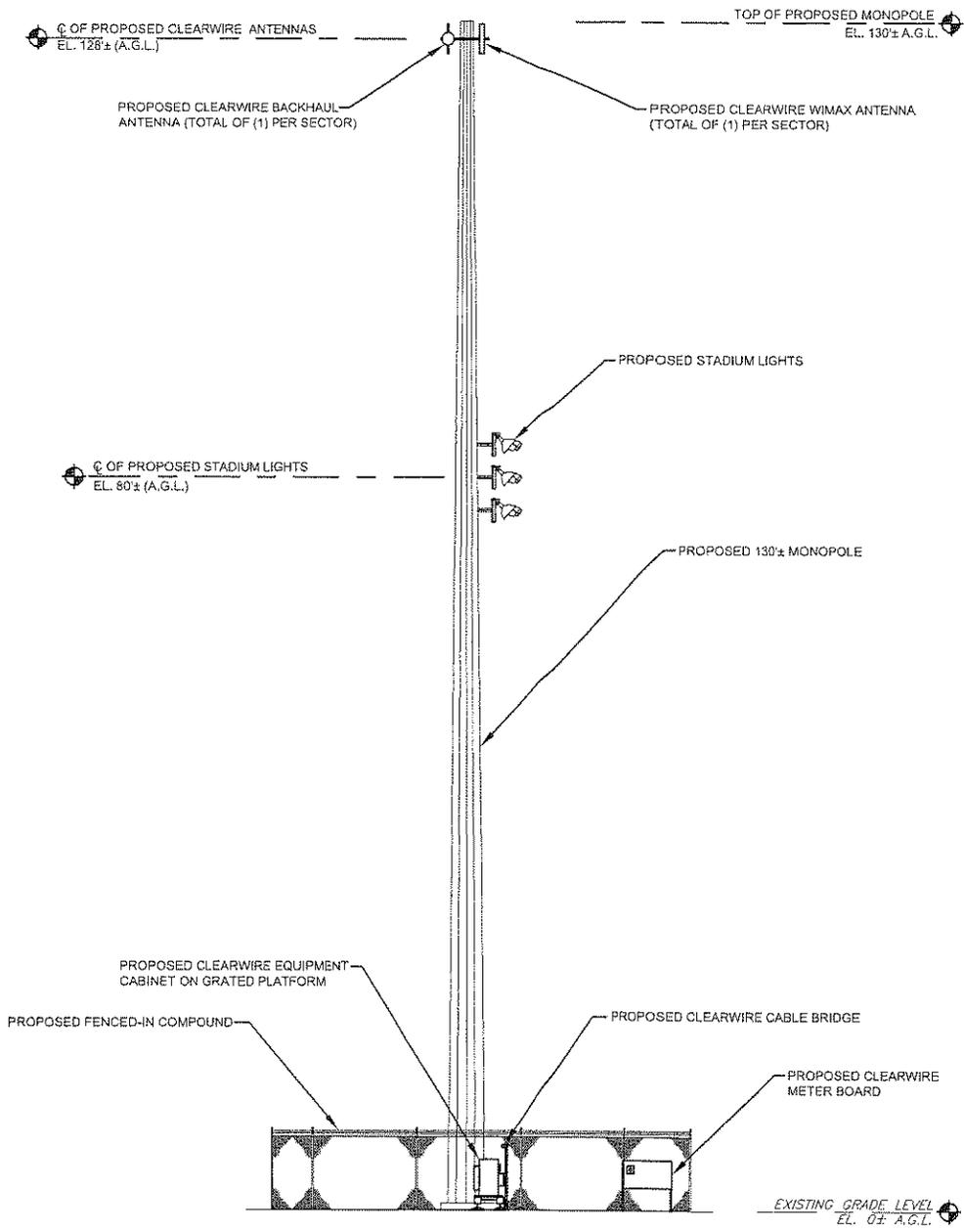
SITE #: NH-MANS127-B
 SITE NAME: THOMAS DONNELLY FIELD
 SITE ADDRESS: 975 BEECH STREET
 MANCHESTER, NH

REVISIONS:

REV #	DATE	DESCRIPTION
A	11/30/09	ISSUED FOR REVIEW

DRAWN BY: KAP

4-4



APPROVALS:

LANDLORD: _____

FIELD CONST. MGR: _____

RF ENGINEER: _____

SITE ACQUISITION AGENT: _____

ELEVATION
SCALE: 1"=20'-0"



SHEET 3 OF 3



LAKESIDE OFFICE PARK
599 NORTH AVE., SUITE 8
WAKEFIELD, MA 01880
tel. (781) 295 0818
fax (781) 295 0825
e-mail: blocke@aerialspectrum.com

clearwire®

4400 CARILLON POINT
KIRKLAND, WA 98033

SITE TYPE:
RAW LAND

PROJECT INFORMATION:

SITE #: NH-MAN5127-8
SITE NAME: THOMAS DONNELLY FIELD
SITE ADDRESS: 975 BEECH STREET
MANCHESTER, NH

REVISIONS:

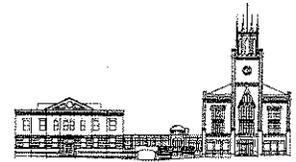
REV.#	DATE	DESCRIPTION
A	11/30/09	ISSUED FOR REVIEW

DRAWN BY: KAP

4-5

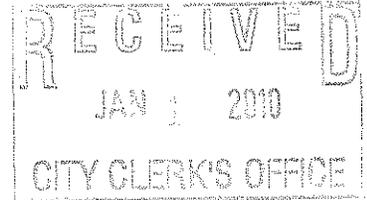


City of Manchester Economic Development Office



REQUEST FOR PROPOSALS

By
The Manchester Economic Development Office



For
Parties interested in acquisition and development of Phase One of the
Northwest Business Park at Hackett Hill in Manchester, New Hampshire

Proposals due by: 3:00 PM EST on Friday, February 5, 2010

FY10-050-41

Contact: Jay Minkarah, Economic Development Director at (603) 624-6505 or
jminkarah@ManchesterNH.gov for details.

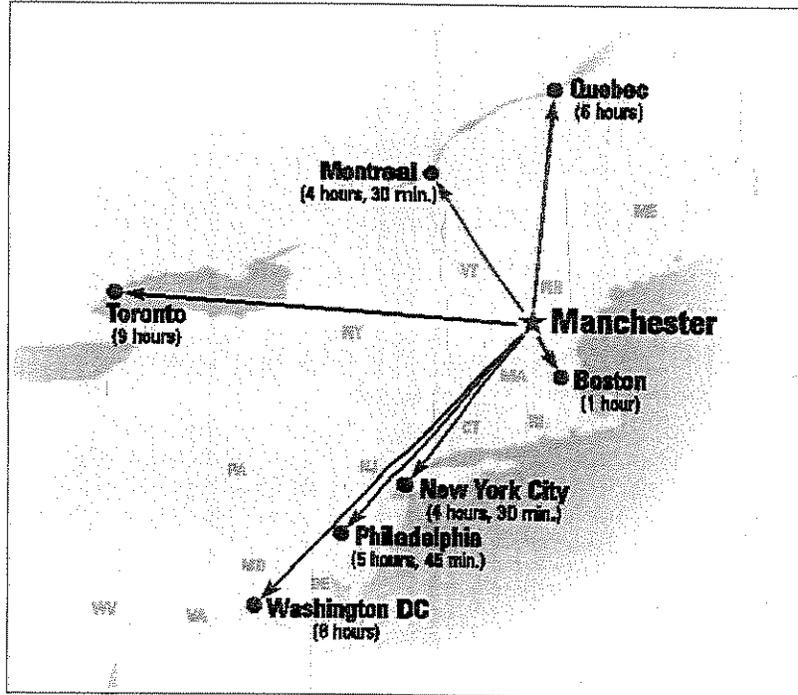
I. Intent

This document is intended to provide interested parties with sufficient information to prepare and submit proposals for the acquisition of twelve undeveloped lots that comprise Phase I of a planned, City-sponsored research and light industrial business park known as the Northwest Business Park at Hackett Hill for the purpose of completing necessary infrastructure improvements and developing the lots for appropriate end users as outlined in the Northwest Business Park Development Plan.

II. City of Manchester, New Hampshire Background

Manchester is the largest city in northern New England with an estimated population of 108,720 (2006) and a metropolitan area population of 610,685. Manchester is located 53 miles northwest of Boston and in close driving distance to the many urban centers of the Northeastern US and Canada including New York City (4½ hours) and Montreal (4½ hours). In addition to its diverse business and industrial base, Manchester is home to eleven area colleges and universities and features one of the fastest growing commercial airports in the country, the Manchester-Boston regional Airport. A location Map is provided on the following page.

Location Map Manchester, New Hampshire



The Manchester-Boston Regional Airport (www.flymanchester.com) is the largest commercial passenger, cargo, and general aviation airport north of Boston with flights available to destinations throughout the US and to Canada. Manchester is situated at the center of the State's interstate highway system. Southbound I-93 and US Route 3 provide access to Boston as well as to I-95 and I-90, linking the City to most of the major cities on the Eastern Seaboard. Northbound I-93/US 3 provides direct access to the many recreational opportunities of New Hampshire's White Mountains and Lakes Region. I-93 and I-89 also provide connections to Vermont and the Province of Quebec in Canada. NH Route 101 provides access to the NH seacoast and to Maine to the east and to the state's Monadnock Mountain region and southern Vermont to the west.

Manchester is the business and financial capital of New Hampshire housing state and regional headquarters for several banks, public utilities and business & professional service providers along with major healthcare facilities, colleges and universities, and manufacturing facilities. Approximately 67,000 people work in the City. Largest employers include:

Large Employers

<u>Employer</u>	<u># of Employees</u>
Elliott Hospital	3,060
Catholic Medical Center	1,700
FairPoint Communications (telecommunications)	1,650
PSNH (electrical utility)	1,250
Citizens Bank	1,225
TD Banknorth	1,150
Anthem Blue Cross Blue Shield	753
Southern NH University	700
Osram Sylvania (Mfr lighting products)	650
FCI USA (Mfr electrical connectors)	600
Freudenberg NOK (Mfr seals/molded products)	560
Velcro USA (Mfr. hook/loop fasteners)	500

The City of Manchester and State of New Hampshire are recognized nationally for livability and economic strength. Some highlights are noted below:

- Manchester is ranked by Men's Health Magazine as the sixth best place for Men to live in the US for 2010 highlighting Manchester's high quality of life and nationally-recognized healthcare facilities.
- National Geographic Adventure magazine has named Manchester as one of three best places to live during the recession in 2009 highlighting the City's relatively low unemployment rate, rehabilitated Millyard, major employers, low taxes and recreational opportunities.
- Manchester is the Second Most Tax-Friendly City in the U.S. by Kiplinger.com in 2009.
- Manchester ranks 16 out of 124 small metropolitan areas for "College Atmosphere" according to The American Institute for Economic Research.
- Manchester ranks 13th on CNN Money's list of **Best Places to Live and Launch**. Says CNN Money: "Located in the heart of New England, Manchester balances the charm of a small town with the amenities of a big city. Residents can hit the links at one of the area's many golf courses, or take in a hockey game or concert at the Verizon Wireless Arena. The city also has its own airport, Manchester-Boston Regional, with daily flights to major cities including New York City and Washington, D.C."
- The Manchester-Nashua area is ranked in the **top ten "techiest" metropolitan areas** in the nation having among the highest percentage of computer professionals in its workforce according to the U.S. Census Bureau's annual American Community Survey.
- The State of New Hampshire tops Morgan Quinto Corporation's "**Most Livable State**" list for the fifth straight year based on 44 factors including crime rates, business tax climate, employment, health education and median household income.

- New Hampshire named the "**Safest State**" in the nation for 2008. New Hampshire boasts the nation's lowest murder rate and second-lowest rates for aggravated assault and burglary, according to CQ Press.
- New Hampshire has the nation's **lowest overall tax burden** with no sales tax, use tax, personal income tax, capital gains tax or inventory tax and no higher assessment for commercial or industrial real estate.
- New Hampshire has **lowest percent of population in poverty** in the US, the **tenth highest median income** and **tenth highest per-capita income**.
- New Hampshire ranks among the top ten states for percent of population with a bachelor's degree or higher (#8).
- New Hampshire is the nation's **fifth "Healthiest State"** and ranks **first in overall "Child Well-Being."**
- New Hampshire has the **seventh-best overall business tax climate** in the nation and the best in the Northeast, according to the 2008 State Business Tax Climate Index Rankings released by the Tax Foundation.

III. Background

In 1999, the City of Manchester, through its Housing and Redevelopment Authority (MHRA), purchased an 830-acre parcel from the University of New Hampshire for redevelopment purposes. The university had previously intended to develop a Manchester campus on the site but, after certain improvements were made, the school was relocated to an historic Mill Building in the downtown area. Prior to the decision to relocate, site improvements that were made included an academic building known as French Hall, two streets (now known as Business Park Drive and Technology Ave.) utilities, and parking areas. These improvements can be seen in the aerial image provided in Attachment A. Subsequently, just over 400 acres were designated as a Nature Preserve and transferred to the Nature Conservancy. The remaining 426 acres was planned for development as a business park.

Between 2000 and 2004, the City developed a Master Plan for the site which anticipated two primary phases of development along with additional areas reserved for future development (see Attachment B - Concept Plan). During that time, additional lands were purchased and added to the Nature Preserve, expanding its size to about 600 acres. The French Hall building (Concept Plan Area A) was subdivided off and sold to a high tech R&D/manufacturing firm, JPSA Laser.

In 2005, the formal development approval process was initiated. Phase I, the subject property, consisting of 12 developable lots on approximately 125 acres (areas A through E on the attached Concept Plan) was approved by the Planning Board in 2007 subject to conditions. Development of Phase II on the remaining 280 (+/-) acres (shown as Area F on the Concept Plan) will likely take some time to commence. Though this area would be accessed through an extension of Technology Park Drive, additional traffic improvements are necessary to handle projected traffic including the development of a new Exit 7 on the F.E. Everett Turnpike/ I-293. Approximately 20 acres of the remaining

280 acres in the southwestern corner of the property on Dunbarton Road (within the area reserved for future development on the attached Concept Plan) has been dedicated to development of a federal Job Corps facility which is anticipated to open in 2012.

As noted above, subdivision approval for Phase I was granted by the Manchester Planning Board in March of 2007 with conditions. Key conditions included receipt of state environmental approvals and completion of final engineered plans for proposed infrastructure improvements. The final plan was signed and recorded in August of 2009. A copy of the current subdivision plan is provided as Attachment C.

In September of 2008, the State of New Hampshire's Department of Environmental Services (NHDES) granted approval to fill approximately 10,000 square feet of wetlands to facilitate two driveway crossings. There are no additional wetlands impacts required to develop any portion of Phase I. State of New Hampshire Department of Environmental Services Alteration of Terrain (Site Specific) approvals were granted in October of 2008. Key to these approvals is the use of porous pavement for all parking lots and driveways. Final design and preparation of bid documents for necessary infrastructure improvements is near completion. Plans and specifications (bid documents) for design of infrastructure improvements prepared by OEST Associates of South Portland, Maine will be made available to the selected developer.

IV. Site Description

The Northwest Business Park is located in the northwestern portion of the City of Manchester, NH with frontage on Hackett Hill Road and Business Park Drive. Portions of the site also abut and are visible from the F.E. Everett Turnpike/I-293. Highway access is available from F.E. Everett Turnpike/I-293 Exit 7 and I-93 Exit 10.

The overall site contains approximately 425 acres in area abutting almost 600 acres conservation land. Phase I of the Northwest Business Park, the subject property consists of 12 undeveloped lots further described as follows:

Northwest Business Park Phase I

Lot #	Acreage	Estimated Building Area* (square feet)
Lot 1	22.9 acres	82,000
Lot 2	8.81 acres	50,000
Lot 3	8.04 acres	20,000
Lot 4	6.33 acres	24,000
Lot 5	10.78 acres	50,000
Lot 6	12.75 acres	60,000
Lot 7	6.34 acres	30,000
Lot 8	7.39 acres	28,000
Lot 9	4.29 acres	30,000
Lot 10	26.28 acres	150,000
Lot 11	2.83 acres	20,000
Lot 12	7.21 acres	20,000
Total:	123.95 acres	564,000

* Building area estimates based on surface parking ratios of 5 spaces per 1,000 sq. ft. for high occupancy level office uses. Differing uses and parking demands could alter building coverage.

Access to the lots is provided by Business Park Drive, Technology Avenue and Hackett Hill Road. Hackett Hill Road is currently a public street. Business Park Drive, Technology Avenue will become public streets upon completion of necessary improvements and formal acceptance by the City. The site is also served by municipal water and sewer, electrical service and telecommunications infrastructure. Improvements are necessary, however, to service the business park. Necessary infrastructure improvements are outlined below.

The site is included within a state designated Economic Revitalization (ER) zone and future end users may qualify for tax credits toward state business profits or enterprise taxes.

V. Infrastructure Improvements Required

A. Roadways

1. New front entrance roadway across Public Service property (easement) including upgrades to Hackett Hill Road and park identification signage.
2. Obtain easement from Public Service Co. for new entry road.
3. Grind and resurface entire existing access road and widen a portion of the roadway from 24 to 30 feet.

4. Add public sidewalk throughout and guardrail where needed.
5. Remove and replace existing street lighting.
6. Construct two (2) wetland crossings/driveways for lot access at lot 1 and a combined entry for lots 10 and 12.
7. Obtain escrows (from individual lot developers) for potential future traffic improvements (additional turning lanes and signalization if necessary in accordance with traffic study). Total escrow required is \$700,000.00.
8. Provide new access roadway to water tower.

B. Utilities

1. Add new and rehabilitate existing sewer lines, existing lines to have cured-in-place lining.
2. Upgrade existing 10" water line to 12" line throughout park (replace fire hydrants and valves)
3. Connect existing Countryside Blvd. pump station to NWBP (2000 ft. – 16" main) along Hackett Hill Road.
4. Construct natural gas piping throughout park.
5. Add new electrical, cable and phone systems throughout park.
6. Provide stub connections from all utility mains to each building lot entrance drive for water, sewer, fire protection, natural gas, electric, phone and cable.
7. Prepare/obtain required easements for water main along Hackett Hill Road.

Landscaping

8. Provide street and driveway trees (50 foot spacing) throughout public roadways in accordance with the Northwest Business Park Development Plan. Loam and seed all disturbed areas.
9. Provide park entry plantings and landscaping.

General

10. Remove all existing unused electrical equipment (cabinets, light poles, light pole bases and above ground wiring).
11. Remove existing asphalt parking areas.
12. Remove asphalt loop road off Technology Ave. on Nature Conservancy property.

VI. General Requirements

Proposals for the acquisition and development of the Phase I of the Northwest Business Park at Hackett Hill should be consistent with the City's overall economic development goals as expressed in the *Global Economic Development Strategy* prepared by Angelou Economics and adopted by the City in 2006. Consistency with the Northwest Business Park Development Plan, last revised on December 14, 2004 (Attachment D), is preferred.

Other applicable requirements include the Research Park (RP) provisions of the Zoning Ordinance and all Manchester Planning Board, NHDES wetlands and Site Specific permit stipulations and any other applicable ordinances, regulations and rules. Copies of approved plans and permits can be viewed during business hours at the Manchester Economic Development Department by appointment. Copies may also be obtained at cost. Zoning Code requirements can be found on the City's website: www.manchesternh.gov, at City Hall, or at the Manchester Public Library. Copies of the Angelou plan may be found on The Manchester Economic Development Office website: www.yourmanchesternh.com.

Consideration may be given to proposals requiring variances, special exceptions, waivers, or minor deviations from approved plans, permits and other entitlements, however, proposals anticipating conversion of all or a portion of the site to residential uses will not be accepted. Consideration may be given to proposals involving payment on a lot release basis or to other alternative purchase and financing proposals with appropriate conditions, safeguards and/or guarantees.

VII. Submission Guidelines

A. General instructions

The evaluation of a developer/buyer will be based on the information submitted in the responses to this RFP and any associated background or reference checks. The Selection Committee may require interviews with Proponents to clarify certain aspects of any proposal if necessary. Proponents should present all information necessary for the Selection Committee to choose a proposal for recommendation to the Board of Mayor & Aldermen.

B. Submitting the proposal

Proponents shall submit an original proposal along with ten (10) copies of all materials required for acceptance of their proposal in sealed envelopes by 3:00 PM, February 5, 2010 to:

Jay Minkarah, Economic Development Director
City of Manchester
Economic Development Office
One City Hall Plaza
Manchester, NH 03101

An electronic version of the proposal shall be provided upon request. Proposals must be received in the above office by the specified time stated above. All proposals will be time-stamped when accepted. E-mail responses and faxes will not be accepted. Proposals received after the deadline will be returned unopened.

VIII. Proposal Content

Proponents shall provide an executive summary of the essential elements of the proposal identifying the ways in which it addresses the general requirements of the RFP followed by a detailed description of the proposal accompanied by any maps, diagrams, charts pictures and other information and materials necessary to fully describe the proposal in as succinct a manner as possible. Each proposal shall, at a minimum, contain the following:

A. Proponent Information

1. Provide the legal name, mailing address, telephone number, e-mail address and fax number of the Proponent and a statement as to whether or not it is a sole proprietorship, a partnership, a corporation or any other legal entity. A proposal by a corporation shall also give the state of incorporation, identify the principal place of business and any local office including address and telephone numbers. Each proposal shall be signed by a person legally authorized to bind the Proponent. Proposals should also identify any partners, persons or firms who will participate in or are parties to the development proposal and any other parties who may act on behalf of the Proponent or who have the authority to legally bind the Proponent.
2. Describe the Proponent's experience and capabilities in developing similar projects.
3. Provide resumes describing the educational, work experiences and specific development project experience for each of the key staff who would be assigned to the project. Explain each key staff's role and expected time commitment to the project.
4. Purchase price offer and any proposed contingencies or conditions of sale.

B. Project Description

1. Provide a general overview of the proposed development plan.
2. Provide an implementation schedule including phasing if applicable.
3. Describe marketing plan to attract end users or tenants.
4. Provide a preliminary development pro forma showing estimated development costs and proposed sources and uses of funds for the project. Along with a general overview of the financial strategy and a demonstration of project feasibility.
5. Describe plans for on-going Park management and maintenance, if any.

C. Past, Present or Pending Legal Claims, Actions or Suits

Describe in detail any court proceedings to which the Proponent has been a party in the past ten (10) years including any determination by an arbitration panel, federal, state or local regulatory body or court of law that any Proponent member has been found in breach or default under any agreement or contract. Identify by name, location, caption, docket number, or other form of identification, the proceedings in which such determinations were made.

Describe any and all indictments and criminal investigations, regulatory actions, completed or pending, within the past ten (10) years, in any venue involving any member of the Proponent team. Identify by name, location, caption, docket number, or other form of identification, of all such criminal proceedings. Identify any present or anticipated facts known to the Proponent that might reasonably be expected to adversely affect its ability to perform the services identified in the RFP.

D. Financial Qualifications and Condition

Interested Proponents must provide sufficient information and materials to demonstrate their financial ability to successfully complete the Project. If any financial information provided is not intended for public viewing, please provide such information in separate sealed envelopes marked "confidential." Acceptable support materials include the following:

1. Federal Income Tax returns for the past three (3) years.
2. Audited financial information, including balance sheets, statements of income and cash flow, and related footnotes for the previous three (3) fiscal years and unaudited information for the current interim period.
3. 10K filings and any other additional Securities and Exchange Commission filings for the previous three (3) years.
4. Annual reports for the past three (3) years.
5. Prospectus for any equity or debt financing in the past three (3) years.
6. Credit reports and ratings for equity or debt financing in the past three (3) years.
7. Confirmation of the Proponent's access to bank lines of credit, revolving credit agreements, and other sources of liquidity.

IX. Oversight

The RFP process will be administered by the Manchester Economic Development Office (MEDO). A selection committee comprised of the Economic Development Director, the Planning & Community Development Director, City Solicitor, Chief Assessor, the Director of Public Works and the Finance Director or their designees and a representative from the Office of the Mayor and Board of Alderman shall make its recommendations to the Board of Mayor & Aldermen for approval at the conclusion of the review process.

X. Evaluation Criteria

The Selection Committee will evaluate proposals with consideration for the degree to which each proposal advances the City's goals of recruiting and fostering target businesses and industries, increasing employment opportunities, expanding the tax base, encouraging quality design and construction and encouraging environmentally sensitive sustainable development as well as and the degree to which Proponents have the financial and technical ability to develop the Park within a reasonable timeframe. Target industries include Medical/Life Sciences, Defense/Advanced Security, Electronics and Electrical Equipment, Software & IT, Aviation, and Business & Financial Services.

Specific factors to be considered include the following:

1. overall development approach;
2. offer price;
3. experience in executing projects of similar size and scope;
4. ability to secure necessary financing;
5. timing and phasing of proposed development, and
6. degree to which the proposal meets the City's planning and economic development goals.

XI. The Developer Selection Process

A. Inquiries

Any questions or concerns regarding the RFP must be submitted in writing (email preferred) to:

Jay Minkarah, Economic Development Director
City of Manchester
Economic Development Office
One City Hall Plaza
Manchester, NH 03101
jminkarah@manchesternh.gov

Proponents are expected to raise any questions, exceptions, or additions they have concerning the RFP document prior to the submittal deadline. All questions submitted and any answers provided will be made available to all other interested parties. If a

Proponent discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proponent should notify the above named individual and request modification or clarification of the RFP.

B. Proponent Interviews

Proponents may be asked to participate in interviews with the Selection Committee to further explain or clarify their proposals. Every reasonable attempt will be made to schedule each interview at a time and location that is agreeable to all parties. Failure to interview on the date scheduled may result in rejection of the proposal.

C. Proposal Withdrawal

Proponents may withdraw a proposal in writing at any time up to the proposal closing date and time. If a proposal is withdrawn before the proposal due date, the Proponent may submit modifications or another proposal at any time up to the proposal closing date and time.

All proposals shall become the property of the City.

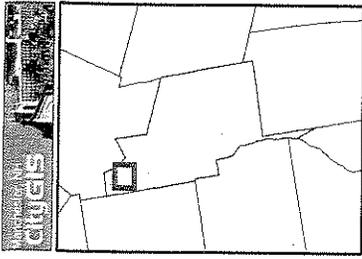
XII. City Reservation of Rights

1. The City reserves the right to accept any proposal, in whole or in part, to negotiate further regarding any terms of the proposal to achieve the best proposal as determined by the City at its sole discretion and to reject any or all proposals for any reason whatsoever, should it be deemed in the best interests of the City to do so.
2. Negotiation if undertaken by the City is intended to result in a contract which is deemed by the City, in its sole discretion, to be in the City's best interests. Any such negotiations will use the selected proposal as a basis to reach a final agreement. Any and all such negotiations shall be binding upon the Consultant.
3. The City reserves the right to include in the contract for services other terms and conditions not specifically set forth here, including, but not limited to, terms and conditions required by funding sources; and additional work which may be identified subsequent to the starting date of the contract.
4. The City reserves the right to waive or disregard any informality, irregularity or deficiency in any proposal received.
5. Any and all expenses incurred by the selected firm shall be the Proponent's responsibility.

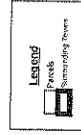
XIII. Calendar of Events

Listed below are key dates and times of actions related to this Request for Proposals.

<u>DATE</u>	<u>EVENT</u>
January 20, 2010	RFP issued.
February 5, 2010 (3:00 PM)	Proposals due.
Feb 8 – Feb 12, 2010	Staff and Committee Review.
Feb 15, 2009	Committee Recommendation forwarded to Lands & Buildings Committee.
Feb 16, 2010	Board of Mayor & Aldermen confirm recommendation of Lands & Buildings Committee & authorize preparation of Purchase & Sales agreement (target date).
By March 12, 2010	Purchase & Sales Agreement approved (target date).

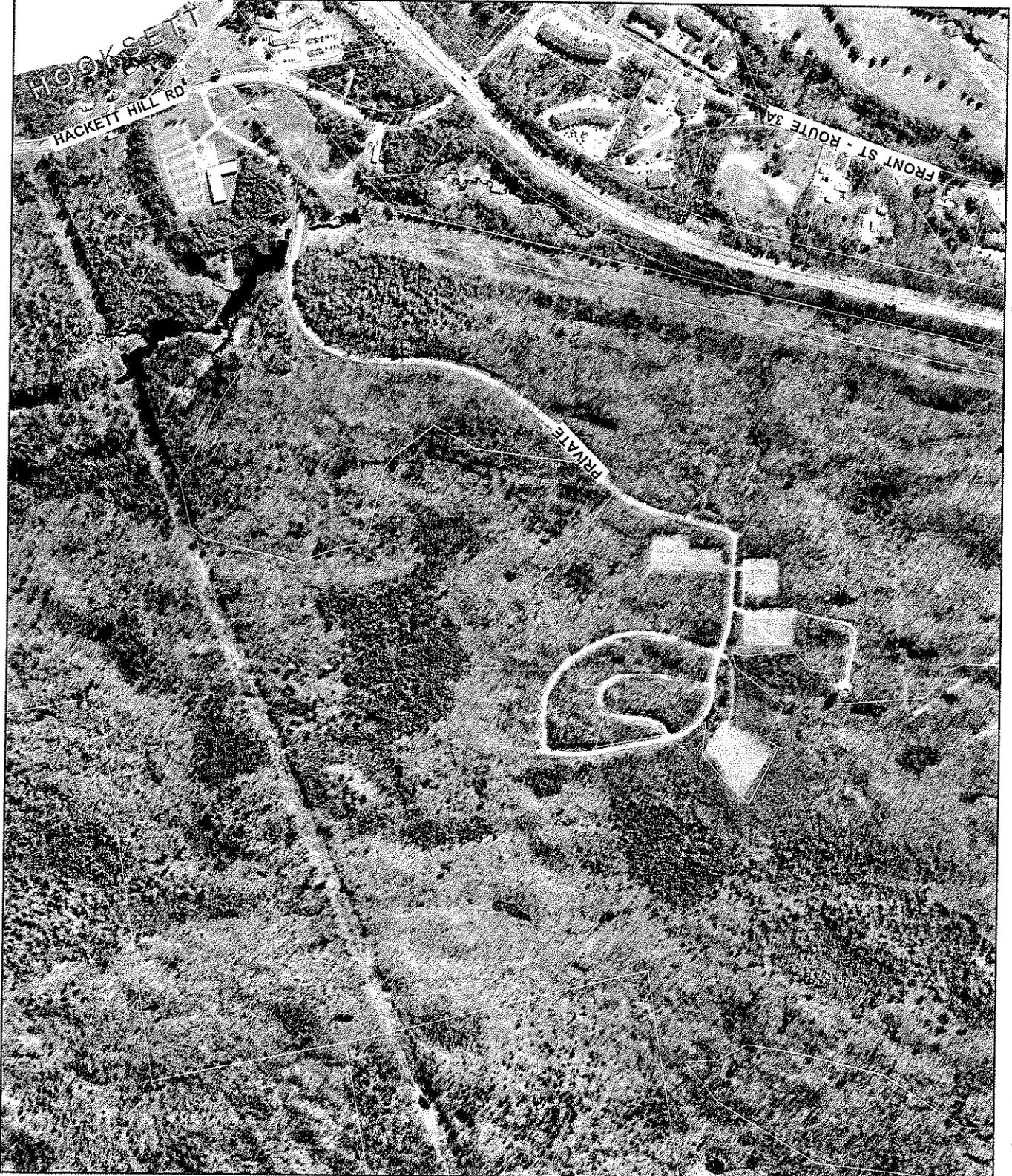


Area Map Showing Extent of Map. N. of Left



DISCLAIMER

The information appearing on this map is for the convenience of the user and is not an official public record of the City of Manchester, NH (the "City"). This map is not survey-quality. All boundaries, easements, areas, measurements, rights-of-way, etc. appearing on this map should only be considered approximations, and as such have no official or legal value. The City makes no warranties, expressed or implied, in the suitability of this information for personal, industrial, or commercial use. The City assumes no liability whatsoever associated with the use or misuse of this information. The official public records from which this information was compiled are kept in the offices of various City, County, and State government agencies and are available for inspection and copying during the hours of business. By using this map, you agree to these terms and conditions.

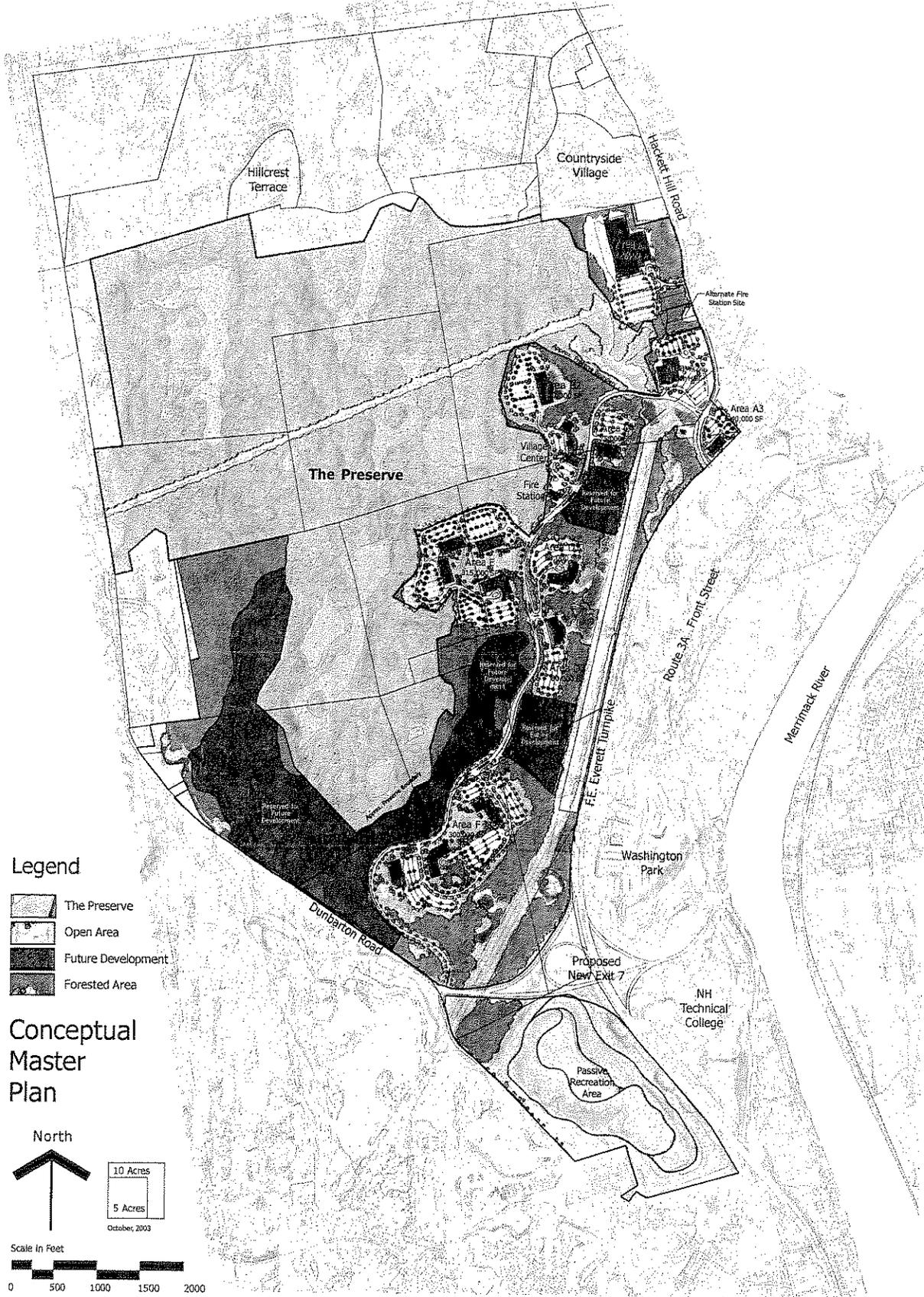


City of Manchester, New Hampshire - CityGIS Map Print

5-14

· HACKETT · HILL · MASTER · PLAN ·

CITY OF MANCHESTER, NEW HAMPSHIRE



Note: Topographic Base Material Courtesy City of Manchester Planning Department

5-15

**Project No. 4 Under Cooperation Agreement Dated
November 6, 2002**

Northwest Business Park Development Plan

**Manchester Housing
and Redevelopment Corporation**

Adopted pursuant to RSA 205 and 162-G

November 23, 2004
Revised December 14, 2004

NORTHWEST BUSINESS PARK

DEVELOPMENT PLAN

MANCHESTER HOUSING AND REDEVELOPMENT CORPORATION

BOARD OF TRUSTEES

George N. Copadis, President

William B. Cashin, Vice President

Marie E. Donohoe, Trustee

Fred B. Kfoury, Jr., Trustee

M. Mary Mongan, Trustee

November 23, 2004

(Date of Board of Trustees approval)

PREPARED BY THE REDEVELOPMENT STAFF

INTRODUCTION

Pursuant to RSA 205 and 162-G, New Hampshire Revised Statutes, Annotated, as amended, the Manchester Housing and Redevelopment Corporation has prepared this Development Plan for a portion of the City of Manchester designated as the Northwest Business Park.

This Development Plan approved by the Manchester Housing and Redevelopment Corporation on November 23, 2004 and adopted by the Manchester Board of Mayor and Aldermen on January 25, 2005, consists of Chapters I through XII, pages 1 through 14 of this document, Exhibit A containing a detailed property description of the Project Area, and Exhibit B containing project maps.

This Plan is the legal document which establishes the standards and controls for the redevelopment and renewal of the Northwest Business Park.

The work contemplated herein shall be carried out by the Manchester Housing and Redevelopment Corporation in conjunction with the Manchester Housing and Redevelopment Authority.

Northwest Business Park

Development Plan

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Development Plan for the Northwest Business Park

CHAPTER I DESCRIPTION OF THE PROJECT

Section 100 Project Boundary Description

The Project Area is shown on Map No. 1, Project Area and includes all the area within the boundaries as set forth below:

PROPERTY DESCRIPTION - See Exhibit A

Section 101 Development Plan Objectives

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

1. provide Development sites for construction of office, research and development uses together with other such uses as may be approved by the Board of Mayor and Aldermen;
2. improvement of vehicular traffic circulation;
3. improvement of utilities;
4. preservation of natural areas;
5. removal of impediments to land disposition and Development;
6. consistency of quality development projects;
7. establishment of a first-class business park
8. adoption of the necessary controls and regulations to attain and maintain the objectives of this Plan.

Section 102 Types of Proposed Development Action

Proposed action consists of public infrastructure improvements and private Development. Project improvements include site preparation, grading, widening portions of adjacent streets, improvements to adjacent intersections, provision of new streets, separation of storm drainage and sanitary sewers, installation of underground utilities, installation of street lighting and appropriate landscaping for common areas of the project area.

Section 103 Regulations and Controls to be Applied

The regulations and controls on the use of land, as set forth in this Plan, shall remain 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. Notwithstanding any lesser requirements in the provisions of any zoning or building regulations, now or hereafter in force, such regulations and controls shall apply to the use of land and shall be implemented by appropriate covenants or other provisions in the land disposition instruments.

Compliance with this document shall be determined by the "Authority" which for the purpose of this document shall stand to mean the Manchester Housing and Redevelopment Corporation.

Development Plan for the Northwest Business Park

CHAPTER II LAND USE

Section 200 Permitted Primary Uses

Real property shall be developed for uses allowed by right, conditional use or special exception in the Research Park Zone of the Manchester Zoning Ordinance (MZO).

1. Allowable primary uses of the property shall be as follows:
 - a. General Office Uses
 - b. Professional, Engineering, Research and Development Offices and Laboratories to the extent that such uses:
 - (1) are compatible with general office uses,
 - (2) do not create noise, light, traffic, odors, fumes, dust, smoke, pollution or other emissions greater than those produced by or associated with general office uses, and
 - (3) do not involve shipping and receiving activities inconsistent with the quality and character of the park.
 - c. In addition to the primary uses a. and b. above, light manufacturing as approved by the Authority and the City shall be an allowable use.

Accessory buildings such as greenhouses, storage facilities and private garages shall be allowed provided that (a) the design and construction of such buildings are comparable to that of the primary use, and (b) in no event shall the total gross floor area of all such accessory buildings exceed ten percent (10%) of the gross floor area of the primary allowed use.

Section 201 Permitted Additional Uses

Real property shall be developed for uses allowed by right, conditional use or special exception in the Research Park Zone of the MZO. The following specific additional uses are allowed as appropriate to serve the park's occupants:

- (a) Childcare facilities holding childcare license
- (b) Health, fitness and recreational facilities
- (c) Retail facilities selling convenience goods and general merchandise
- (d) Restaurants
- (e) Banking
- (f) Parking garage and helipads
- (g) Essential public services, utilities and appurtenances

Section 202 Interim Uses

Project land may be devoted to temporary interim uses such as parking, relocation purposes or public recreation provided the ultimate use of the land as denoted in Sections 200 and 201 is not impeded. The Authority may establish standards, controls and regulations for interim use as deemed appropriate.

Development Plan for the Northwest Business Park

Section 203 Prohibited Uses

In no event shall any use be allowed which is offensive due to the generation of noise, light, traffic, odors, fumes, dust, smoke, pollution or other emissions, or that is hazardous as a result of its potential to cause fire, explosion or other danger. Drive-through facilities such as are common with fast food or banking uses are strictly prohibited.

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.

Section 301 Utility Plan

The Authority will construct or have constructed all sewer, water, storm drainage, gas, electric, telephone, alarm systems and other public utilities 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. All utilities shall extend to individual lot boundaries; connection and extension into individual lots shall be performed by and at the expense of the Developer.

All utility lines, with the exception of high-tension electric power lines located on land owned by or subject to easement of the Public Service Company of New Hampshire, shall be placed underground.

Section 302 Zoning Plan

The Zoning for the Project Area is set forth on the City of Manchester's Zoning Plan. The Manchester Zoning Ordinance ("MZO") of the City of Manchester, adopted February 7, 2001 by the Board of Mayor and Aldermen, and including all subsequent amendments through the date of adoption of this Plan, is incorporated by reference in this plan. All proposed development must comply with the Zoning Ordinance, as may be amended from time to time by the City, at the time of Zoning Board of Adjustment use approval, including special provisions for Research Park zones as defined therein. It is the responsibility of the developer to ensure planned proposals are in compliance with the MZO.

CHAPTER IV GENERAL REGULATIONS AND CONTROLS ON ALL PROJECT 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.

Development Plan for the Northwest Business Park

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. Each deed or lease shall include a covenant or other appropriate requirement prohibiting execution of any subsequent covenant, agreement or other instrument restricting the sale, lease, occupancy or use of real property upon the basis of age, color, disability, familial status, marital status, national origin, race, religion, sex or sexual orientation.
4. Construction of improvements shall commence and be completed within a reasonable time as determined by the Authority and as stated within subsequent Land Disposition Agreements.
5. Each deed shall include terms and conditions that prohibit and prevent the developer from holding real property for speculative purposes. However, the Authority reserves the right to allow a portion of a building to be retained for approved rental uses.
6. Architectural, structural, site and landscaping plans and specifications; lighting, sign and street furniture plans; and other relevant information shall be submitted to the Authority for written approval prior to commencing construction (See CHAPTER IX DESIGN REVIEW).
7. A building or structure may be erected, reconstructed, enlarged or moved only for a use permitted by and in compliance with the regulations and controls specified herein and each deed or lease shall contain these requirements.
8. 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 DEVELOPMENT CRITERIA

Section 500 Project Development

The following criteria will be employed by the Authority to determine the conformance of any proposed development of a lot or lots to the objectives of this Plan:

1. The design, scope and size of development in relation to the size of the parcel.
2. The appropriateness of development in context with the natural and built environment.
3. The appropriateness of the proposed use.
4. The estimated cost of development.
5. The anticipated tax return.
6. The employment opportunities created.
7. The general economic benefits to the municipality.

Development Plan for the Northwest Business Park

CHAPTER VI SITE DEVELOPMENT AND DESIGN GUIDELINES

Section 600 General Provisions

The following design guidelines shall apply to all site improvements within the park. No sitework shall commence unless it is in strict conformance with these guidelines and until all permits and approvals, including but not limited to the approvals required by the Chapter IX Design Review requirements herein, have been obtained.

Section 601 The Preserve

As there exists a Preserve of national significance immediately adjacent to the park, there shall be no intrusion into the Preserve area except as allowed by easement, agreement or other recorded instrument. Furthermore, site and building development shall employ every effort to minimize runoff into the Preserve area, except as appropriately treated to remove suspended solids and other deleterious materials. Natural buffer areas and upland filter strips shall be provided adjacent to the Preserve boundary wherever possible.

Section 602 Lot Size

All lots within the Project Area shall conform to the Manchester Zoning Ordinance regarding the physical lot including overall size, setbacks and frontage requirements.

Section 603 Open Space

For all sites, a minimum of twenty-five (25%) percent of open space or pervious surface area shall be provided. Consideration shall be given to the creation and preservation of view corridors.

Section 604 Preservation of Existing Features

Efforts shall be made so that where possible, existing natural features such as specimen trees, wetland areas, drainage courses, etc. shall be preserved and carefully protected throughout the course of construction. A thorough analysis of existing site features shall be prepared and submitted by the Developer and shall serve as the basis for site design.

Section 605 Access

1. Access to all private property shall be from a public right-of-way by one or more curb cuts approved by the Authority.

To grant such approval, the Authority shall find that the proposed location and design of driveway curb cuts:

- a. will not create unnecessary hazards; and
 - b. will not unduly retard the traffic flow in the public right-of-way.
2. Driveway curb cuts shall not be wider than necessary to accommodate two 12-foot lanes and shall be designed with 25-foot radius curves.

Development Plan for the Northwest Business Park

3. Distances from center line to center line of adjacent curb cuts and to center line of adjacent streets shall be no less than the following per MZO guidelines:
 - a. one thousand (1,000) feet on arterial streets
 - b. five hundred (500) feet on collector streets
 - c. two hundred (200) feet on local streets

Section 606

Construction within Easements and Setbacks

1. No building, structure or other permanent obstacle shall be erected over a utility easement without the prior written approval of the Authority and the public or private utility being served by the easement.
2. No building, structure or other permanent obstacle except signs or screening devices may be erected within 100 feet of any public right-of-way.
3. No building, structure or other permanent obstacle except signs or screening devices may be erected within 50 feet of a side or rear lot line.
4. No freestanding sign may be erected within five (5) feet of a front lot line.
5. All lots will comply with MZO buffer requirements (if applicable).

Section 607

Landscaping and Paving Standards

It is the intent of the Authority and the regulations within this Plan that as much of the natural environment of the Park be preserved as possible. In addition, special attention shall be given to creating a landscape plan that is in harmony with its indigenous surroundings.

1. As is practical, plant materials shall be native to the northeastern United States or landscape cultivars of native plant materials shall be utilized. Landscaping shall be used to:
 - (a) screen parking and loading areas
 - (b) provide separation of vehicular and pedestrian areas
 - (c) enhance and define views into and out of the sites
 - (d) provide shade in parking and pedestrian areas
 - (e) provide important infiltration areas and filters for runoff in the removal of non-point source pollution
 - (f) restore disturbed areas to a natural state
 - (g) provide a buffer between lots and residential districts where applicable
2. Newly planted deciduous trees shall be a minimum 3" caliper at planting; evergreen trees shall be a minimum 8' in height at planting; and ornamental trees shall be a minimum of 2-½" caliper at planting. Landscape materials shall conform to the American Standard for Nursery Stock, ANSI Z60.1, latest addition.

Site drives and public streets shall be planted with minimum 4" caliper deciduous trees no farther apart than 50 feet on center.

Development Plan for the Northwest Business Park

- Fences and walls shall be of architectural character appropriate to the building(s) and their appearance shall be as approved by the Authority. The use of chain link fencing is discouraged.

Guardrails shall be of all timber construction consistent with Park standards. Guardrails and similar safety features shall be in strict conformance with State of New Hampshire Department of Transportation standards.

Fences, hedges or other similar screening devices no higher than six (6) feet may be established in the setback areas upon written approval of the Authority provided that:

- adequate sight distances are maintained, and
- the appearance of the area will not be affected detrimentally.

Fences, hedges or other similar screening devices taller than six (6) feet shall conform to the setback regulations prescribed in Section 606 for buildings.

Other planting such as free standing trees and bushes may be located wherever they do not create a traffic hazard, subject to written approval of the Authority.

- All parking lots, driveways, walks, patios and loading areas shall be durable, hard surfaces constructed of bituminous pavement, concrete or suitable pavers. Such hard surfaces shall not be closer to buildings than twenty (20) feet except as necessary for building access. All curbing shall be native gray granite.
- Per the City of Manchester Zoning Ordinance, all parking lots, loading areas, outdoor storage and security fencing shall not be located within fifty (50) feet of an adjacent street or within twenty-five (25) feet of all side and rear lot lines. Such facilities shall be screened from adjacent streets and properties by retention of existing natural vegetation or the installation of landscaping or a combination of both that will, in the opinion of the Planning Board, create the most effective screening.
- Storm drainage from paved areas and areas improved with buildings shall be accommodated by pipes, natural swales, man-made ditches and detention areas or a combination thereof. The system's design shall be approved in writing by the Authority.

Storm drainage flows from landscaped and unimproved areas onto adjacent land or public rights-of-way shall not exceed that which existed prior to development.

- Unpaved areas shall be landscaped with grass, ivy, junipers or other ground cover as well as shrubs and trees. Alternative materials may be permitted by the Authority. Any disturbed areas must be treated per this section; undisturbed areas of vegetation may remain in their natural state. Formal lawn areas shall have irrigation systems.
- Either all landscaping must be completed or a bond sufficient for any unfinished work must be posted with the Authority named as the beneficiary prior to the return of the Good Faith Deposit. A Certificate of Completion will not be issued until the Authority has accepted all improvements, including landscaping, as complete per submitted plans and the regulations set forth within this document.

Development Plan for the Northwest Business Park

Section 608 Parking and Loading Standards

The quantity and size of all parking and loading spaces shall conform to the MZO, latest edition, unless greater quantities are necessary to appropriately meet the needs of the related use.

All parking areas shall conform to the following criteria:

1. A minimum of five (5%) of the interior area of parking lots shall be landscaped area, with individual landscaped islands a minimum of 200 square feet in area. Interior area shall stand to mean the area occupied by the required parking spaces and associated access aisles.
2. Landscaped islands shall be included along the length of the parking rows to provide landscaped separations every four aisles of parking.
3. No less than one tree per 1,000 square feet of parking area (including drive aisles) shall be provided.
4. Screening of parking areas from both interior site drives and public ways shall be provided by the use of an appropriate combination of landscaping, earthen berms or fencing and walls.

All loading areas shall conform to the following criteria:

1. Loading and unloading shall be prohibited in all public rights-of-way.
2. Adequate off-street truck loading and unloading facilities shall be provided for all new uses as required by the MZO. All necessary backing and maneuvering shall be accomplished on the premises.
3. Loading and unloading facilities shall be located at the side or rear of each principal structure and shall be permanently screened from view from the public right-of-way.

Section 609 Trails and Pedestrian Access

Pedestrian access to buildings shall be provided separate from vehicular circulation. Pedestrian paths and sidewalks shall be integrated with parking lot design, roadway design and the landscape design in order to provide safe, convenient access to buildings, parking areas and site amenities. Site pedestrian facilities shall connect to the overall system of bicycle paths, walkways and paths provided in public areas of the Park.

Section 610 Exterior Lighting

Exterior building and site lighting shall be esthetically designed and shall be limited to the extent necessary for way finding and safety. Parking lot and area lighting shall be provided by cut-off light sources to ensure that such light sources are not directly visible from neighboring buildings or public ways. The use of building mounted fixtures for area lighting is discouraged. Pedestrian walkways and patios may be lit by soft, exposed light sources subject to the Authority's design review.

All fixtures shall be similar in design to model fixtures as determined by the Authority.

Section 611 Site Utilities

All site utilities shall be installed underground. The use of overhead wires and cables shall be prohibited.

Development Plan for the Northwest Business Park

Section 612 Exterior Sign Standards

1. The Authority shall approve all exterior signs in writing prior to installation. Roof mounted and billboard-type signs are prohibited. Sign design shall complement the architecture of the building to reflect quality and harmony.
2. Permanent signs
 - (a) Each building lot shall be permitted one freestanding identification sign to be located near the entrance drive in an area approved by the Authority. Such signs shall not exceed forty (40) square feet per side (two sided only) and shall not exceed twelve (12) feet in height. Signs may be lit by exterior light from ground units only; internal lighting will not be allowed.
 - (b) A single additional sign, no larger than twenty (20) square feet, may be attached to the building's exterior near the main building entrance but shall not project above the building roofline.
 - (c) Site directional and traffic signage shall be provided as required for way finding and safety. On-site traffic signs shall be in strict conformance with State of New Hampshire Department of Transportation Standards.
 - (d) Portable signs of any kind are prohibited.
 - (e) The format and materials of all signage shall be in conformance with model signage as determined by the Authority. The design and location of all signage shall be subject to approval during the Design Review process defined herein. The use of beacons, flashing lights, changeable message, moving elements and the illusion of movement shall be prohibited.

3. Temporary Signs

Temporary signs of moderate size relating to construction, employment, sale or lease of the premises may be permitted subject to approval of the Authority.

CHAPTER VII BUILDING DESIGN GUIDELINES

Section 700 Buildings and Other Structures

The following design guidelines shall apply to all buildings and structures constructed within the park. No building construction or any building improvements shall commence unless they are in strict conformance with these guidelines and until all permits and approvals, including but not limited to the approvals required by Waivers herein, have been obtained.

1. Building Area and Height

The minimum gross building area for a primary use in the park shall be not less than twenty thousand (20,000) square feet. This minimum requirement may be waived on a case by case basis depending on the size, configuration and other physical aspects of the site in question; however, the intended primary use shall not be a factor. Buildings of greater size and height are encouraged subject to compliance with the MZO.

2. Building Exterior

Development Plan for the Northwest Business Park

The architectural style of all buildings and structures constructed within the Park shall generally be described as Post Modern and shall be consistent with the character of other buildings and structures existing within the Park at the time of construction.

The exterior walls of all buildings and structures shall be predominantly constructed of durable materials such as brick and stone. Accents of prefinished, architectural metal and similar panels may be permitted, subject to the Authority's design review. The use of industrial corrugated metal panels and reinforced acrylic coatings as primary exterior building material shall be prohibited. Metal buildings shall not be permitted except as temporary facilities during construction. The use of prototypical building designs, i.e. for retail or restaurant facilities, shall be prohibited.

Roofs may be nominally flat (internally drained) or pitched as appropriate to the integrity of a high quality architectural design. Roof mounted equipment, vents, stacks, etc. shall be screened by elements to the building's overall design and shall not under any circumstances be visible from neighboring buildings or public ways when viewed from grade level.

CHAPTER VIII MISCELLANEOUS

Section 800 Confinement of Use

Manufacturing, storing, parking, truck or trailer parking, loading and unloading and security fencing shall not take place within fifty (50) feet of an adjacent street or within twenty-five (25) feet of all side and rear lot lines. Outdoor storage shall be prohibited.

Service features such as loading, trash, recycling and ground mounted utilities such as transformers, condensers and cooling towers shall be located out of view from neighboring buildings and public ways. Such elements shall be screened with architecturally appropriate materials.

Section 801 Easements

The granting of easements, other than those set forth on any and all Right-of-Way Plans, shall not be permitted without written consent of the Authority.

Section 802 Nuisance Control Standards

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

CHAPTER IX DESIGN REVIEW

Section 900 General

Prior to the commencement of any on-site construction activities, the developer of a lot shall be required to participate in the following Design Review. Not less than two (2) submissions shall be required for Authority approval as described in Sections 901 and 902.

Development Plan for the Northwest Business Park

Section 901 Preliminary Submission

There shall be a Preliminary Submission of plans to the Authority for an informal review. The Authority shall receive three (3) sets of preliminary drawings and technical notes addressing not less than the following:

1. Analysis of existing site features.
2. Location of all structures and description of proposed uses.
3. Location of all parking, drives, loading, walks and patios.
4. Location and general character description of all landscape features.
5. Schematic elevation of each building façade, drawn to scale with material designations and proposed colors.
6. Data and calculations regarding building area, height, lot coverage and parking.

The Authority shall review the Preliminary Submission in-house and may choose to meet with the developer to review the plans and comments. Written comments will be forwarded to the developer. Should the Authority disapprove of a Preliminary Submission or request modifications, notice of such disapproval shall include a statement of the reasons for and basis of disapproval.

Section 902 Final Submission

Following the developer's receipt of the Authority comments regarding the Preliminary Submission and prior to commencement of any construction activities, the developer shall make a Final Submission addressing not less than the following. Three (3) complete sets of plans are required.

The Final Submission shall consist of building and site construction drawings and specifications including but not limited to:

- (a) Site plans representing all grading, parking, driveways, loading, walkways, patios and curbs.
- (b) Landscape plans representing all existing trees to remain, new plantings, fences and screens.
- (c) Utility plans representing location, type and size of all utilities above and below grade.
- (d) Lot drainage plans, data and calculations.
- (e) Sanitary sewer discharge calculations.
- (f) Erosion and sedimentation control plans.
- (g) Building floor plans, exterior elevations, building wall sections, details, HVAC, plumbing and electrical plans.
- (h) Description of exterior building materials including colors and samples as applicable.
- (i) Location, type, size, height and intensity of all exterior lighting.
- (j) Location, design, size, color and materials for all exterior signage.
- (k) Copies of any permits which have been obtained as of the date of this submission and a schedule for the acquisition of all other approvals, licenses and permits required for the proposed construction.

The developer shall submit additional documents as the Authority may reasonably request providing that such requests are consistent with the intent of the review process as outlined

Development Plan for the Northwest Business Park

above. The Authority shall review the plans and notify the developer of approval/denial in writing as established within subsequent Land Disposition Agreements.

Construction shall not commence prior to the transfer of a Deed conveying marketable title from the Manchester Housing and Redevelopment Corporation to the developer. Construction which is in any way inconsistent with, in addition to or materially different from the Authority approved Final Submission shall not be permitted unless such amendments are submitted to the Authority, and following a reasonable review period, the Authority grants approval of the amendments in writing.

Any approvals granted by the Authority are in addition to any and all approvals from the City of Manchester Planning Board, Zoning Board of Adjustment, Building Department and any other city, state or federal department.

CHAPTER X MAINTENANCE

Section 1000 General

It shall be the responsibility of each property owner to properly maintain their improvements and overall property including but not limited to all buildings, walks, drives, parking lots, fences, walls, lawns, landscaping, drainage, lighting, utilities and other site improvements in a clean and safe condition.

Such maintenance shall include but not be limited to:

- a. exterior building painting and repairs
- b. mowing, trimming, fertilizing and weeding of landscaping
- c. cleaning and sweeping walks and other pavement
- d. removal of all trash, waste and other refuse
- e. snow removal from pedestrian and vehicular pathways

Property maintenance will be enforced using the same process for notice and penalties as described in the City of Manchester Housing Code Ordinance.

CHAPTER XI PROVISION FOR WAIVERS AND TERMINATION

Section 1100 Waivers

The Authority shall retain the right to waive or modify the requirements of this Plan as it may determine to be in the best interests of the City, Park and/or the Authority. Such waivers and modifications shall be made as determined by the Authority to be necessary in response to the natural conditions of a specific parcel and shall in any case remain in conformance with the general spirit and intent of this Plan.

The Authority may seek approval from owners and lessees of land within the Park at the time of any waiver request; however, such approval will only be sought if in the sole and final judgement of the Authority the waiver adversely affects the use of their land.

Development Plan for the Northwest Business Park

If the waiver provides for any major changes in the Plan as previously approved by the Authority, the City of Manchester in its sole and final discretion may approve the waiver. The word "major" as used herein shall mean any one of the following:

1. Any change that would affect all parcels within the Park.
2. Any change in Sections 200 or 201 of this Plan.
3. Any acquisition not previously authorized by the Plan.
4. A change in the Project boundaries not previously planned.
5. An extension in the life of the Plan for developed parcels that have received a Certificate of Completion from the Authority. However, the Authority reserves the right to extend the Plan for all parcels/developers that have not received a Certificate of Completion at the time of termination of the Plan.

Nothing in this section shall prohibit changes made by any governmental or other entity that may at any given time have authority over certain requirements of this Plan, such as Zoning or Environmental Protection Agency, and that are more restrictive than this Plan.

Section 1101 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 this Plan pursuant to Section 1100 Waivers.

CHAPTER XII OFFICIAL ACTION

Section 1200 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 XIII OTHER PROVISIONS TO MEET STATE AND LOCAL REQUIREMENTS

Section 1300 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 complete (1) to indicate its relationship to definite local objectives as to appropriate land uses and improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements; (2) to indicate proposed land uses and building requirements in the area; and (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."

Development Plan for the Northwest Business Park

Section 1301 Relationship of the Redevelopment Plan to Local Objectives

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

1. The provision of capital improvements that conform to the Community Improvement Program and Community Development Programs approved by the City.
2. The development of land use pattern for the Project Area that conforms to land use objectives of the City.
3. The development of land consistent with the City of Manchester approved Hackett Hill Master Plan and any approved amendments.

Section 1302 Relocation

While it is anticipated that no relocation will be required, if it is, the Authority 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 1303 Other Local Requirements

No permit or Certificate of Occupancy for construction, alteration, repair, modification or occupancy of any building or structure shall be issued by the Building Department of the City of Manchester without written notification by the Authority that the proposed construction, alteration, repair, modification or occupancy conforms to the requirements of this Plan.

Section 1304 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.

EXHIBITS

Exhibit A - Property Description

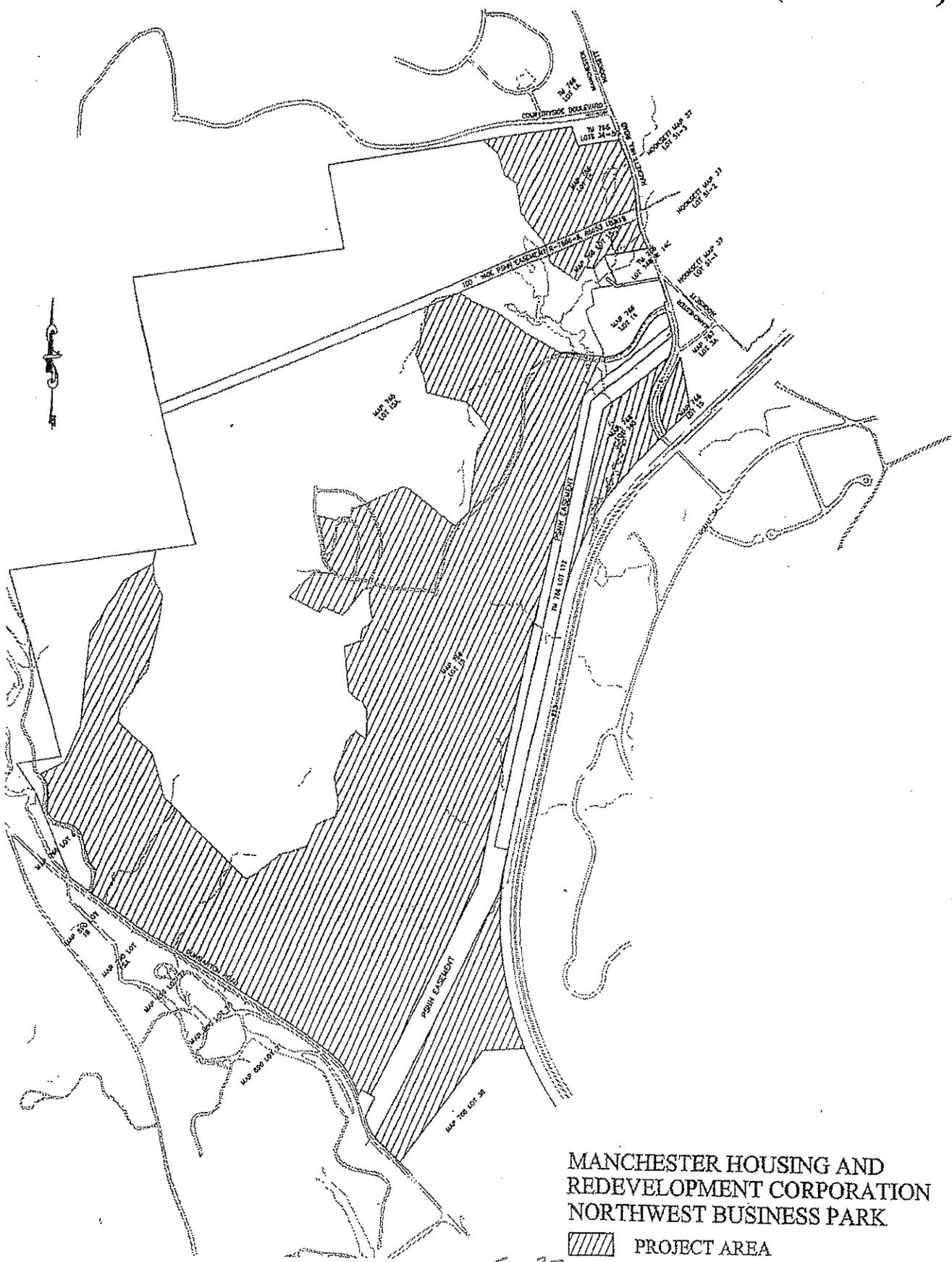
Exhibit B - Plan Maps

Map No. 1 Project Area Map

Exhibit A - Property Description

(To be developed)

(MAP NO. 1)



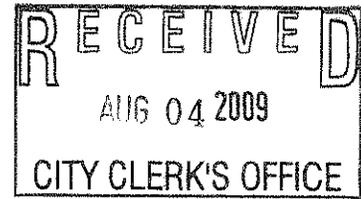
MANCHESTER HOUSING AND
REDEVELOPMENT CORPORATION
NORTHWEST BUSINESS PARK

 PROJECT AREA

5-38

UNAPPORTIONED

tabled 9/11/09



June 30, 2009

Honorable Mayor Guinta,

I would like to express my interest in a small plot of land; the lot number is 611-4A Island Pond Road. My interest in acquiring this small piece of land would increase the piece I currently own to 1 acre and give me more road frontage. I need to know how I go about obtaining this plot of land and your assistance in the matter would be greatly appreciated.

Respectfully Yours,

A handwritten signature in cursive script that reads "Steve Barriere".

Steve Barriere

Cc: Felix Catudal



*Matthew Normand
City Clerk*

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Board of Assessors

From: Heather Freeman *HFF*
Vital & Legislative Records Supervisor

Date: August 5, 2009

Re: Island Pond Road plot number 611-4A

The letter attached was received by the City Clerk's Office on August 4, 2009 and is being forwarded on behalf of the Committee on Lands and Buildings for an appraisal.

Enclosure



*Matthew Normand
City Clerk*

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Leon LaFreniere
Director of Planning & Community Development

From: Heather Freeman ~~AK~~
Vital & Legislative Records Supervisor

Date: August 5, 2009

Re: Island Pond Road plot number 611-4A

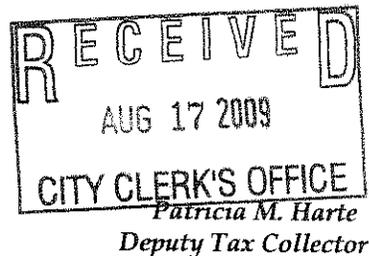
The letter attached was received by the City Clerk's Office on August 4, 2009 and is being forwarded on behalf of the Committee on Lands and Buildings for study and recommendation.

Enclosure

pc: Joan Porter, Tax Collector

6-3

Joan A. Porter
Tax Collector



Jacqueline G. Lutkevich
Second Deputy Tax Collector

CITY OF MANCHESTER TAX COLLECTOR

Memorandum

DATE: August 12, 2009
TO: Land & Building Committee
FROM: Joan A. Porter, Tax Collector
RE: Map 0611 Lot 0004-A

As requested, the following contains information regarding the Tax-Deeded property located at: **L Island Pond Rd**

Prior Owners: Thomas C. McCarthy, Trustee
Map/Lot: 0611/0004-A
Lien Date: 05/10/1991
Deed Date: 06/21/1993
Recorded Date: 06/22/1993
Book/Page: Book 5445 Page 0444
Back Taxes \$926.52 (not including interest and costs)

I do not have any objections to the disposition of this property.

The Notice to Former Owner to Repurchase (RSA 80:89) does not apply in this case as it was tax deeded prior to the effective date of the Statute (see attached).

KNOW ALL MEN BY THESE PRESENTS:

Unofficial Document

That I, Felix A. Catudal, Collector of Taxes for the City of Manchester, in the County of Hillsborough and State of New Hampshire, for the year 1993, by the authority in me vested by the laws of the State, and in consideration of one hundred three dollars and 46/100

to me paid by the City of Manchester, do hereby sell and convey to the City of Manchester, a certain tract or parcel of land situated in Manchester aforesaid, and described by the Assessors as follows:

Unofficial Document

L Island Pond Rd
Map# 611 Lot# 4-A

Unofficial Document

Formerly taxed under the name of McCarthy Trustee Thomas C

This deed is the result of the tax lien execution held at the Tax Collector's Office in the City of Manchester, New Hampshire, on the tenth day of May, 1991.

To have and to hold the said Premises, with the appurtenances, to the said City of Manchester, forever. And I do hereby covenant with said City of Manchester, that in making this conveyance, I have in all things complied with the law, and that I have a good right, so far as the right may depend upon the regularity of my own proceedings, to sell and convey the same in manner aforesaid.

In Witness Whereof, I have hereunto set my hand and seal, the twenty-first day of June, in the year of our Lord one thousand nine hundred and ninety three.

Signed, Sealed and Delivered in the presence of:

Constance A. Marion

Felix A. Catudal
Tax Collector

Unofficial Document

Unofficial Document

STATE OF NEW HAMPSHIRE, HILLSBOROUGH, SS.

June 21, 1993

Personally appearing, Felix A. Catudal, Collector of Taxes above named, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me



Unofficial Document

ELIZABETH A. [Name] Public
City Commission Expires September 11, 1995

Unofficial Document

BK5445PG0444



CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

August 29, 2009

Committee on Lands and Buildings
City Hall
One City Hall Plaza
Manchester, NH 03101

re: *Request by abutter to acquire city-owned TM 611, Lot 4-A on Island Pond Road*

Honorable Committee Members:

In preparation for its required response to the Committee, the Planning & Community Development Department is carrying out necessary research concerning a recently received request by Steven Barriere to acquire city property on Island Pond Road in the vicinity of Lake Shore Drive. Mr. Barriere is the owner of an undeveloped 0.9 acre parcel known as TM 611, Lot 4, and the city-owned property he is seeking to acquire is a small, abutting, 0.13 acre parcel known as TM 611, Lot 4-A, which the City acquired via tax deed from a different entity in 1993 (see attached map).

The Planning Department is currently in the process of developing its response to the Committee concerning this request and, toward this end, is awaiting feedback from some other city agencies, as well as from another abutter to the city property in question. We will submit our report to the Committee as soon as we have considered this information.

If you have any questions, our staff will be available at your meeting.

Sincerely,

Leon LaFreniere, AICP
Director of Planning and Community Development Department

6 - 6

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 or (603) 624-6475 Fax: (603) 624-6529 or (603) 624-6324

E-Mail: pcd@manchesternh.gov

www.manchesternh.gov

Vicinity of TM 611, Lots 4 & 4-A, Island Pond Road

**R-S
Zoning District**

R-1A Zoning District
 Minimum Lot Size 1-Family DU
 = 12,500 s.f.
 Minimum Lot Frontage = 75'

1302 Island Pond Rd.
 Louis Nacos
 TM611, Lot 8A
 app. 220,884 s.f.
 (5.07 ac.)

TM611, Lot 4
 Steven Barriere
 app. 39,315 s.f.
 (0.9 ac.)
 Owner wishes
 to acquire
 city-owned
 TM 611, Lot 4

**R-1A
Zoning District**

1342 Island Pond Rd.
 TM611, Lot 4-B
 Timothy Hurley
 app. 24,756 s.f.
 (0.57 ac.)

1366 Island Pond Rd.
 TM611, Lot 5
 James Oparowski
 app. 44,999 s.f.
 (1.03 ac.)

ISLAND POND RD.

LAKE SHORE RD.

TM611, Lot 4-A
 app. 5,684 s.f.
 (0.13 ac.)
 City Owned (Tax Dedded)

**C-V
Zoning District**

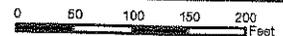
1331 Island Pond Rd.
 TM 823, Lot 4
 Bruce Carmichael
 app. 74,923 s.f.
 (1.72 ac.)

1365 Island Pond Rd.
 TM 823, Lot 3
 Linda Masewic
 app. 33,975 s.f.
 (0.78 ac.)

6-7

1. Map created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on August 24, 2009.
 2. Aerial photo taken in April, 2003.

Zoning District Boundary





CITY OF MANCHESTER
PLANNING AND COMMUNITY DEVELOPMENT

Planning and Land Use Management
Building Regulations
Community Improvement Program
Zoning Board of Adjustment

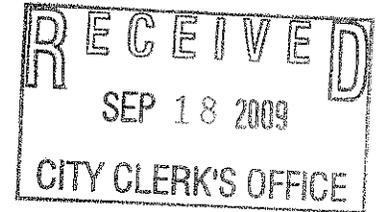
Leon L. LaFreniere, AICP
Director

Pamela H. Goucher, AICP
Deputy Director - Planning & Zoning

Matthew M. Sink
Deputy Director - Building Regulations

September 18, 2009

Committee on Lands and Buildings
Honorable Board of Mayor and Aldermen
City Hall - One City Hall Plaza
Manchester, N.H. 03101



RE: *Request to Acquire City Owned Land on Island Pond Road (Tax Map 611, Lot 4-A)*

Dear Committee Members:

This is to provide a report pursuant to Section 23½ pertaining to the above-referenced parcel.

The City has received a letter from Steven Barriere, owner of an undeveloped 0.9 acre parcel of land on Island Pond Road known as TM 611, Lot 4, indicating his interest in acquiring an abutting 0.13 acre city-owned parcel known as Lot 4-A which contains no current building. The City acquired Lot 4-A by tax deed in 1993 and a review of records indicates that the old District No. 6 school house was located on this parcel at some point prior to 1925.

Both of these parcels are situated in the R-1A zoning district which requires a minimum lot size of 12,500 s.f. and a minimum lot frontage of 75 feet for a single family dwelling. Mr. Barriere's Lot 4 was created prior to the City's current minimum lot size and frontage requirements were enacted and is likely an existing non-conforming lot of record which may be developed for single family housing at its present size and frontage.

Upon inquiry, we have discovered that the only other direct abutter to city-owned Lot 4-A is Thomas Hurley, owner of Lot 4-B. Due to the narrow nature of his Lot 4-B and the proximity of his house to the city-owned parcel, Mr. Hurley has also indicated an interest in the parcel.

Surplus Determination: Based upon our review of the site, which included consultation with applicable city agencies, I do not believe that there are any City needs for Lot 4-A. As such, I would recommend that the property be determined "surplus" and disposed of in a manner consistent with Section 23½ of the City Ordinances.

Manner of Disposition: Because it is directly abutted by only two privately owned parcels, I recommend that city owned Lot 4-A be offered for sale to the highest bidder among its two abutters. If the Committee deems this an appropriate direction, I would further suggest that a merger of Lot 4-A with the parcel of its new owner be a required condition of sale.

If you have any questions, I will be available at your next committee meeting.

Sincerely,

Leon LaFreniere,
Director of Planning & Community Development

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 or (603) 624-6475 Fax: (603) 624-6529 or (603) 624-6324

E-Mail: pcd@manchesternh.gov

www.manchesternh.gov

6-8

Vicinity of TM 611, Lots 4 & 4-A, Island Pond Road

**R-S
Zoning District**

R-1A Zoning District
 Minimum Lot Size 1-Family DU
 = 12,500 s.f.
 Minimum Lot Frontage = 75'

1302 Island Pond Rd.
 Louis Nacos
 TM611, Lot 8A
 app. 220,884 s.f.
 (5.07 ac.)

TM611, Lot 4
 Steven Barriere
 app. 39,315 s.f.
 (0.9 ac.)
 Owner wishes
 to acquire
 city-owned
 TM 611, Lot 4

**R-1A
Zoning District**

1342 Island Pond Rd.
 TM611, Lot 4-B
 Timothy Hurley
 app. 24,756 s.f.
 (0.57 ac.)

1366 Island Pond Rd.
 TM611, Lot 5
 James Oparowski
 app. 44,999 s.f.
 (1.03 ac.)

ISLAND POND RD.

current
 frontage
 = 70 feet

LAKE SHORE RD.

**C-V
Zoning District**

1331 Island Pond Rd.
 TM 823, Lot 4
 Bruce Carmichael
 app. 74,923 s.f.
 (1.72 ac.)

TM611, Lot 4-A
 app. 5,684 s.f.
 (0.13 ac.)
 City Owned (Tax Decided)

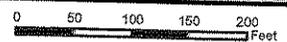
1365 Island Pond Rd.
 TM 823, Lot 3
 Linda Masewic
 app. 33,975 s.f.
 (0.78 ac.)

Mill Pond

6-9

1. Map created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on August 24, 2009.
 2. Aerial photo taken in April, 2003.

Zoning District Boundary



Vicinity of TM 611, Lots 4 & 4-A, Island Pond Road

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Zoning District**

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 James Oparowski
 app. 44,999 s.f.
 (1.03 ac.)

ISLAND POND RD.

current
 frontage
 = 70 feet

LAKE SHORE RD.

**C-V
Zoning District**

1331 Island Pond Rd.
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 (0.13 ac.)
 City Owned (Tax Deeded)

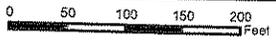
1365 Island Pond Rd.
 TM 823, Lot 3
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 app. 33,975 s.f.
 (0.78 ac.)

Mill Pond

6-10

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 2. Aerial photo taken in April, 2003.

Zoning District Boundary



Vicinity of TM 611, Lots 4 & 4-A, Island Pond Road

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Owner wishes
to acquire
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TM 611, Lot 4

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(0.57 ac.)

1366 Island Pond Rd.
TM611, Lot 5
James Oparowski
app. 44,999 s.f.
(1.03 ac.)

ISLAND POND RD.

current
frontage
= 70 feet

LAKE SHORE RD.

**C-V
Zoning District**

1331 Island Pond Rd.
TM 823, Lot 4
Bruce Carmichael
app. 74,923 s.f.
(1.72 ac.)

TM611, Lot 4-A
app. 5,684 s.f.
(0.13 ac.)
City Owned (Tax Deeded)

1365 Island Pond Rd.
TM 823, Lot 3
Linda Masewic
app. 33,975 s.f.
(0.78 ac.)

Mill Pond

6-11

1. Map created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on August 24, 2009.
2. Aerial photo taken in April, 2003.

Zoning District Boundary

0 50 100 150 200 Feet



Vicinity of TM 611, Lots 4 & 4-A, Island Pond Road

**R-S
Zoning District**

R-1A Zoning District
 Minimum Lot Size 1-Family DU
 = 12,500 s.f.
 Minimum Lot Frontage = 75'

1302 Island Pond Rd.
 Louis Nacos
 TM611, Lot 8A
 app. 220,884 s.f.
 (5.07 ac.)

TM611, Lot 4
 Steven Barriere
 app. 39,315 s.f.
 (0.9 ac.)
 Owner wishes
 to acquire
 city-owned
 TM 611, Lot 4

**R-1A
Zoning District**

1342 Island Pond Rd.
 TM611, Lot 4-B
 Timothy Hurley
 app. 24,756 s.f.
 (0.57 ac.)

1366 Island Pond Rd.
 TM611, Lot 5
 James Oparowski
 app. 44,999 s.f.
 (1.03 ac.)

ISLAND POND RD.

current
 frontage
 = 70 feet

LAKE SHORE RD.

**C-V
Zoning District**

1331 Island Pond Rd.
 TM 823, Lot 4
 Bruce Carmichael
 app. 74,923 s.f.
 (1.72 ac.)

TM611, Lot 4-A
 app. 5,684 s.f.
 (0.13 ac.)
 City Owned (Tax Deeded)

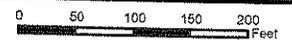
1365 Island Pond Rd.
 TM 823, Lot 3
 Linda Masewic
 app. 33,975 s.f.
 (0.78 ac.)

Mill Pond

6-12

1. Map created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on August 24, 2009.
 2. Aerial photo taken in April, 2003.

Zoning District Boundary



Vicinity of TM 611, Lots 4 & 4-A, Island Pond Road

**R-S
Zoning District**

R-1A Zoning District
 Minimum Lot Size 1-Family DU
 = 12,500 s.f.
 Minimum Lot Frontage = 75'

1302 Island Pond Rd.
 Louis Nacos
 TM611, Lot 8A
 app. 220,884 s.f.
 (5.07 ac.)

TM611, Lot 4
 Steven Barriere
 app. 39,315 s.f.
 (0.9 ac.)
 Owner wishes
 to acquire
 city-owned
 TM 611, Lot 4

**R-1A
Zoning District**

1342 Island Pond Rd.
 TM611, Lot 4-B
 Timothy Hurley
 app. 24,756 s.f.
 (0.57 ac.)

1366 Island Pond Rd.
 TM611, Lot 5
 James Oparowski
 app. 44,999 s.f.
 (1.03 ac.)

ISLAND POND RD.

current
 frontage
 = 70 feet

LAKE SHORE RD.

**C-V
Zoning District**

1331 Island Pond Rd.
 TM 823, Lot 4
 Bruce Carmichael
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 (1.72 ac.)

TM611, Lot 4-A
 app. 5,684 s.f.
 (0.13 ac.)
 City Owned (Tax Deeded)

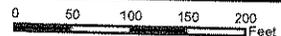
1365 Island Pond Rd.
 TM 823, Lot 3
 Linda Masewic
 app. 33,975 s.f.
 (0.78 ac.)

Mill Pond

6-13

1. Map created by the City of Manchester Planning & Community Development Department (D. Beauchesne) on August 24, 2009.
 2. Aerial photo taken in April, 2003.

Zoning District Boundary



11/10/09 *tabbed*

Matthew Normand
City Clerk



Kathleen Gardner
Deputy City Clerk

CITY OF MANCHESTER
Office of the City Clerk

MEMORANDUM

To: Committee on Lands and Buildings
Aldermen Smith, Gatsas, Osborne, M. Roy, J. Roy

From: Heather Freeman ~~Heather Freeman~~
Vital & Legislative Records Supervisor

Date: October 23, 2009

Re: Manchester Dog Park Agreement

Please find attached the draft agreement for the proposed dog park in the city, which was prepared by the City Solicitor for the Committee's review at their next meeting.

Enclosure

AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____ by and between the Manchester Dog Park Association a New Hampshire Nonprofit Corporation with an address of 139 Parker Street, Manchester, New Hampshire 03102 and the City of Manchester, New Hampshire a body Corporate and Politic with an address of One City Hall Plaza, Manchester, New Hampshire.

WHEREAS the Manchester Dog Park Association wishes to construct, operate and maintain a Dog Park where dogs can exercise, play and socialize "off-leash".

WHEREAS the City of Manchester desires to have a Dog Park established.

WHEREAS the City of Manchester and the Manchester Dog Park Association desire to enter into this Agreement to set forth the terms and conditions of their relationship.

NOW THEREFORE in consideration of the mutual covenants and Agreements contained herein the City of Manchester, New Hampshire (hereinafter "City") and the Manchester Dog Park Association (hereinafter "MDPA") agree as follows:

1. The term of this Agreement is five (5) years commencing on _____, 20____ and terminating on _____, 20____. Upon the written agreement of both parties, the terms of this Agreement may be renewed for an additional five (5) year period.

2. The City shall allow MDPA to use the premises described in Exhibit A (thereinafter "Promises") to construct, maintain and operate an area where dogs can exercise, play and socialize "off-leash" (hereinafter "Dog Park").

3. MDPA shall fence the perimeter of the Premises and shall provide such interior fencing as necessary or desirable for separating the various dogs using the Dog Park. The fencing shall be of the type suitable to contain and control said dogs.

4. MDPA shall also provide such other facilities necessary or desirable to the maintenance and operation of the Dog Park such as water and dog waste facilities.

5. The MDPA shall draft, adopt and post such rules and regulations as are necessary and desirable for the operation of the Dog Park. At minimum such rules and regulations shall contain provisions dealing with:

A) The immunizations a dog must have in order to use the Dog Park.

B) The exclusion of dogs with a known history of, or who exhibit dangerous behavior.

C) The minimum age of dog owners using the Dog Park.

D) The hours of operation of the Dog Park.

6. MDPA shall construct, maintain, operate and supervise the Dog Park and shall supervise the premises

7. MDPA shall post a sign at the entrance to the Dog Park stating that MDPA is solely responsible for constructing, maintaining, operating and supervising the Dog Park.

8. MDPA shall procure and provide comprehensive general liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability 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. Any and all deductibles on the above described insurance policies shall be assumed by and for the account of, and at the sole risk of the MDPA. 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. Association agrees to furnish certificates (s) 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 name the City of Manchester as additional insured and 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, New Hampshire 03101 at least thirty (30) days in advance of such cancellation or change. The purchase of the insurance required of the furnishing of the aforesaid certificate shall not be a satisfaction of Association's liability hereunder or in any way modify the Association's indemnification responsibilities to the City of Manchester.

9. MDPA 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 judgments, penalties,

interests, court costs, legal fees and all other expenses incurred by the city arising in favor of any party 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 agreement.

Association agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the Association.

Association also agrees to bare all other cost and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Association or the city or to enlarge in any way the Association's liability, but is intended solely to provide for indemnification of the city from liability for damages or injuries to third persons or property arising from Association's performance hereunder.

10. MDPA can terminate this agreement upon sixty (60) days written notice to the City.

11. Should MDPA be in breach of any of the foregoing provisions of this Agreement the City shall provide written notification of the breach to MDPA. MDPA shall have 30 days to correct said breach. Should MDPA fail to correct said breach within 30 days the City may terminate this Agreement upon written Notice to MDPA.

12. Paragraph 11 notwithstanding the City may terminate this agreement immediately without notice should:

- a. MDPA fail to provide the insurance called for in paragraph 8.
- b. MDPA fail to provide current Certificates of Insurance as provided for in paragraph 8.
- c. The insurance provided for in paragraph 8 lapse or be cancelled for any period of time; however brief.

13. Paragraph 11 notwithstanding should MDPA fail to provide the indemnification called for in paragraph 9 of this agreement the City may cancel this agreement upon written notice to MDPA.

14. Any notices required under the terms of this Agreement shall be sent via United States mail, first class, return receipt requested, to the following:

MDPA: Manchester Dog Part Association
139 Parker Street
Manchester, NH 03102

City: Director
Parks, Recreation and Cemetery Department
625 Mammoth Road
Manchester, NH 03104

15. This Agreement shall not be assigned by MDPA without the written consent of the City which consent the City may grant or deny in its sole and unfettered discretion.

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

17. 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 other breach by any party.

18. No amendment or modification of this Agreement shall be valid or effective unless in writing and signed by the parties to this Agreement.

Manchester Dog Park Association

Date

By: _____
(Name)
(Title)

City of Manchester

Date

By: _____
(Name)
(Title)

Chuck DePrima
Acting Director



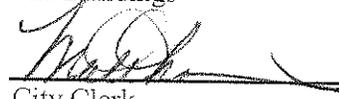
CITY OF MANCHESTER
Parks Recreation and Cemetery Department

September 17, 2009

Board of Mayor And Aldermen
City of Manchester Community Improvement Program
One City Hall Plaza
Manchester, NH 03101

Date: October 6, 2009
On motion of Ald. Smith
Duly seconded by Ald. DeVries
Voted to refer to the Committee on Lands
and Buildings

RE: Dog Park Site Investigation


City Clerk

Dear Members of the Board:

Subsequent to an action taken by the Committee on Lands and Buildings on September 1st, 2009 I conducted a more detailed investigation into two possible sites for an off leash dog park. The Dunbarton Road site adjacent to the former landfill across the street from the animal shelter is the preferred location and the site located on the south end of Pine Grove Cemetery is the second option as dog park sites.

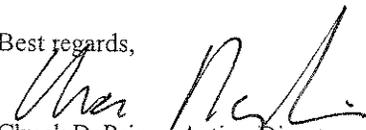
The detailed investigation of each site yielded a conceptual layout of the enclosed off leash area and associated parking area. Also included is a letter from Doug Kemp of the NHDES Waste Management Division indicating no opposition to the Dunbarton Road site and offering suggestions as the project proceeds.

In summary the Dunbarton Road site is approximately 2.3 total acres in size. Approximately 2 acres will be utilized for the off-leash area and approximately 30 parking spaces will be located on the remaining land to the northwest.

The Crescent Road site is approximately 1 acre in size for the enclosed off-leash area. Approximately 14 parking spaces will be located parallel to Crescent Road across the road to the south of the off-leash area. Since the parking spaces are adjacent to a residence, measures in the form of landscaping will be taken to visually separate the parking lot from the abutting property owner.

It is my sincere hope that this information will be a useful tool for board members to make their final decision for a dog park location. Upon final recommendation of a site a neighborhood meeting will be scheduled to facilitate a dialogue between the Dog Park Association and the residents adjacent to the site. The information gathered in this public meeting will be used to guide the use and hours of the park to minimize any potential negative impact the park may have. Please do not hesitate to contact me should you need further information.

Best regards,


Chuck DePrima, Acting Director

Cc: Honorable Mayor Frank Guinta
Tom Clark, City Solicitor
Phil Greazzo, Chairman Manchester Dog Park Association

625 Mammoth Road • Manchester, New Hampshire 03104 • (603) 624-6565 • FAX: (603) 624-6569
Cemetery Division • 765 Brown Ave • Manchester, NH 03103 • (603)624-6514
E-mail: parks@manchesternh.gov • Website: www.manchesternh.gov/CityGov/Pks/



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

September 14, 2009

Mr. Kevin A. Sheppard, P.E.
Director
Public Works Department
227 Maple Street
Manchester, NH 03103

Subject: Manchester Landfill – Dog Park Request

Dear Mr. Sheppard:

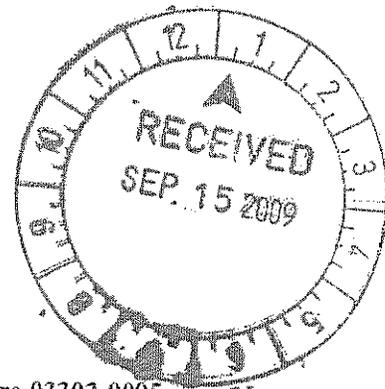
The Department of Environmental Services (Department) has reviewed the request, submitted by the City of Manchester, to use a portion of the closed landfill site for a dog park and parking lot. The Department is not opposed to the concept and offers the following:

1. According to the preliminary site plan, the parking area and dog park are to be situated between Dunbarton Road and the southern edge of the landfill.
2. Both the parking area and dog park are to be enclosed by fencing which will prohibit direct vehicular access to the access road around the landfill. The height of the proposed fence around the dog park is to be 8 feet.
3. Any element of the landfill post-closure reporting/monitoring plan [e.g., soil gas probes, monitoring wells, etc.] located inside either the parking lot or dog park must be protected from damage.
4. The Department should be informed of any changes to the preliminary design prior to the installation of any component of the design.

If you have any questions, please contact me.

Sincerely,

Douglas Kemp
Waste Management Specialist III
Solid Waste Management Bureau
f:/proj09/manchlf09
Tel.: (603) 271-2925



CONTRACT ESTIMATE
Dog Park - Dunbarton Rd

ITEM #	DESCRIPTION	UNITS	UNIT PRICE	QUANTITY	UNIT COST
201.02	Grubbing	AC	\$7,000.00	0.1	\$700.00
203.01	Common Excavation	CY	\$10.00	320	\$3,200.00
304.3	Crushed Gravel	CY	\$25.00	320	\$8,000.00
607.668	Chain Link Fence, 8 FT High	LF	\$30.00	1400	\$42,000.00
641	Loam, 4 Inches Deep	SY	\$6.00	200	\$1,200.00
646.2	Turf Establishment w/o Mulch	SY	\$6.00	200	\$1,200.00
607.70865	Chain Link Fence Gates, Single	EA	\$800.00	4	\$3,200.00
607.80865	Chain Link Fence Gates, Double 18ft Opening	EA	\$1,500.00	1	\$1,500.00
900	Concrete Wheel Stops	EA	\$120.00	30	\$3,600.00

SUBTOTAL:	\$64,600
ADD 20% CONTINGENCY:	\$12,920
ADD 10% MOBILIZATION:	\$6,460
TOTAL:	<u>\$83,980</u>
USE:	\$85,000

CONTRACT ESTIMATE
Dog Park - Brown Ave/Crescent Rd

ITEM #	DESCRIPTION	UNITS	UNIT PRICE	QUANTITY	UNIT COST
201.02	Grubbing	AC	\$7,000.00	0.1	\$700.00
203.01	Common Excavation	CY	\$10.00	150	\$1,500.00
203.5	Fill, Borrow Material	CY	\$15.00	30	\$450.00
304.3	Crushed Gravel	CY	\$25.00	110	\$2,750.00
403.11	Hot Bituminous Pavement, machine method	TON	\$80.00	75	\$6,000.00
403.12	Hot Bituminous Pavement, hand method	TON	\$150.00	2	\$300.00
607.668	Chain Link Fence, 8 FT High	LF	\$30.00	600	\$18,000.00
607.70865	Chain Link Fence Gates, Single	EA	\$800.00	4	\$3,200.00
606.141	Guardrail	LF	\$30.00	90	\$2,700.00
606.147	Guardrail, Terminal Unit, Type G	EA	\$600.00	2	\$1,200.00
641	Loam, 4 Inches Deep	SY	\$6.00	100	\$600.00
646.2	Turf Establishment w/o Mulch	SY	\$6.00	100	\$600.00
900	Retaining Wall	SF	\$30.00	125	\$3,750.00
900	Concrete Wheel Stops	EA	\$120.00	14	\$1,680.00

SUBTOTAL:	\$43,430
ADD 20% CONTINGENCY:	\$8,686
ADD 10% MOBILIZATION:	\$4,343
ADD 5% FOR RETAINING WALL DESIGN	\$2,172
TOTAL:	<u>\$58,631</u>
USE:	\$60,000

8-11