

COMMITTEE ON PUBLIC SAFETY, HEALTH AND TRAFFIC

December 1, 2008

5:00 PM

Chairman Shea called the meeting to order.

The Clerk called the roll.

Present: Aldermen Shea, O'Neil, Sullivan, J. Roy

Absent: Alderman Ouellette

Messrs.: T. Soucy, T. Arnold, J. Hoben, B. Stanley, J. Flanagan

Chairman Shea addressed item 3 of the agenda:

3. The Traffic Division has submitted an agenda which needs to be addressed:

RESCIND NO PARKING ANYTIME:

On Litchfield Lane, north side, from Manhattan Lane to a point 140 feet west of Chestnut Street (Ord. 6477)

Alderman Sullivan

RESCIND NO PARKING LOADING ZONE -8AM-5PM, MONDAY - FRIDAY:

On Litchfield Lane, north side, from a point 140 feet west of Chestnut Street to a point 190 feet west(Ord. 6478)

Alderman Sullivan

NO PARKING ANYTIME:

On Litchfield Lane, north side, from a point 140 feet west of Chestnut Street to a point 173 feet west

On Litchfield Lane, north side, from a point 383 feet west of Chestnut Street to Manhattan Lane

Alderman Sullivan

NO PARKING LOADING ZONE – 6AM-11PM:

On Litchfield Lane, north side, from a point 313 feet west of Chestnut Street to a point 70 feet west

Alderman Sullivan

NO PARKING LOADING ZONE:

On Beech Street, west side, from Londonderry Lane to a point 28 feet south
Alderman Jim Roy

STOP SIGN:

On Kimball Street at Upland Street, NWC
Alderman Murphy

NO TRUCKS – 9PM-5AM:

On Front Street, from Goffstown Road to the I-93 On-Ramp
Alderman Murphy

Chairman Shea stated there is an addendum to the traffic agenda that has been handed out.

On motion of Alderman O'Neil, duly seconded by Alderman Sullivan, it was voted to approve the traffic agenda as submitted including the addendum.

Chairman Shea addressed item 5 of the agenda:

5. Communication from Tim Soucy, Public Health Director, requesting the Board of Mayor and Aldermen approve an Intermunicipal Agreement for Public Health Services Mutual Aid between Manchester and Nashua.

Mr. Timothy Soucy, Public Health Director, stated what you have before you is the first of its kind in the State of New Hampshire. It is a mutual aid agreement between the cities of Manchester and Nashua's Health Departments. It is structured very similar to what the fire service uses in that if there is a large fire obviously Manchester brings in additional resources from surrounding communities and vice versa. If there is a fire outside of the community, the Manchester Fire Department will respond. This is the same type of an agreement that essentially during a public health emergency would enable us to ask Nashua to provide staff to the City and likewise if they were in a state of emergency we would be able to provide our staff down there. The biggest issues with mutual aid agreements are typically around immunity and liability. This addressed both of those. The original agreement was drafted by our Solicitor's Office and has been subsequently reviewed by the Nashua's Solicitor's Office, and blessed by the NH Attorney General's Office. By statute, this is required by 53:A. It then requires approval of the governing bodies in order to be executed. So that is why I am here before you tonight seeking permission for the City to sign off on the agreement. It will then be forwarded to Nashua for their Board of Mayor and Aldermen to do the same and once both Boards have signed off we will be in a position to provide mutual aid between the cities of Manchester and Nashua for public health emergencies.

Alderman Sullivan stated in Section 6, Paragraph F, it says "neither party will acquire, hold or dispose of real and personal property used in the joint or

cooperative undertaking.” Are you planning on making some real estate investments?

Mr. Soucy answered no. That clause was originally not in the agreement and when the Attorney General’s Office reviewed it they suggested we include that to clarify that we will not be taking any personal property or acquiring any real estate as part of this agreement.

Alderman Sullivan stated the only thing that came to mind was say there is some sort of a pandemic or God forbid an attack of some sort and you receive resources from say the federal government or the state government. What happens to that? Alderman Mark Roy you might be able to help us out with this. Would this affect that at all or am I just looking for a problem where there isn’t one?

Mr. Soucy responded no there is not a problem. Those resources would go back to the federal government. This was really designed for the short-term. I use the Taco Bell incident in Derry a couple of years ago. If we had a Hepatitis A incident where we needed to establish a clinic and vaccinate a couple hundred or a couple of thousand people very quickly that wasn’t widespread and wasn’t affecting others in the state, we would be able to call those resources in, use them and send them back when we were done.

On motion of Alderman O’Neil, duly seconded by Alderman Jim Roy, it was voted to approve the Intermunicipal Agreement for Public Health Services Mutual Aid between Manchester and Nashua.

Chairman Shea addressed item 4 of the agenda:

4. Discussion relating to the Manual on Uniform Traffic Control Devices.
(Note: Referred by the Board of Mayor and Aldermen on 10/21/08)

Alderman O’Neil stated I was the one who asked that this item be referred to the Committee. We accept in this City many various codes whether it is the Fire Code or the multiple codes in the Building Department. There actually is a National Code that exists for Traffic Control Devices, whether it is warrants for traffic signals, stop signs or other safety improvements and I think that it would be in the best interest of the City that we consider adopting this and use it as our guideline as we use the other codes that we have adopted in the City, whether it be the fire service or the Building Department. I spoke with Director Sheppard today. He indicated that they had a Commission meeting so he didn’t know if he was going to get here in time but he said if the Committee wished at the next meeting they could make a more formal presentation, walk through some scenarios. I am comfortable enough with it that this is the standard used across the country. It is

the standard used by engineering companies. I would be comfortable in approving it. I have a question for the Solicitor. Tom, if we are adopting a code it doesn't necessarily have to go to the...do we do it by ordinance in adopting a code?

Mr. Thomas Arnold, Deputy City Solicitor, answered typically we do, yes. I think that with most of the Building Department codes and Fire codes they were adopted by ordinance.

Alderman O'Neil asked would that mean it would go to Bills on Second Reading before it is sent to the full Board?

Mr. Arnold responded that is how it would ordinarily work.

Alderman O'Neil stated it is up to the Chair whether you want a formal presentation or whether we send it on to Bills on Second Reading. It is a standard code used across the country.

Chairman Shea stated I have no problem with that.

Alderman J. Roy stated I have no problem with it either. I was just going to ask can we get a copy of that so we can review it?

Chairman Shea stated I am not sure if Jim Hoben...I talked to Jim earlier today and he indicated that there is a copy at the City Clerk's Office and I am not sure if there are other copies that the Committee might be able to get to review.

Mr. Jim Hoben, Traffic Director, stated I dropped off a copy to the City Clerk about two or three months ago at the request of Kevin Sheppard for the Aldermen to go in and review in case they had any questions on warrants or signs, signals, etc.

Chairman Shea asked now is this a copy that is voluminous or is it something that is more...

Mr. Hoben interjected it is 500 pages and about 8" thick.

Alderman J. Roy stated I will stop in the Clerk's Office and look at it.

Alderman O'Neil stated we could ask the department to provide a summary. Jim, I don't know if there is a summary of it or an elected official's version of it, which would probably be one or two pages. I am comfortable enough that this is...Jim, am I correct that this is the standard used across the country?

Mr. Hoben responded the Federal Highway Division designed the manual for use across the interstates, cities and towns.

Alderman O'Neil stated I am comfortable enough with it but I am certainly willing to let it go another meeting if the Committee would like a presentation on it.

Alderman Sullivan asked are there any areas that you know of where our current City ordinances are in conflict with something that is in this national code?

Mr. Hoben answered I don't think there are any conflicts but some of the warning signs certainly don't meet the standard set by the manual.

Alderman Sullivan asked so they would have to be changed at some point?

Mr. Hoben responded that would be at the direction of the Committee.

Chairman Shea stated maybe for the sake of our own edification and the other member of the Committee who isn't here it would be a good idea for a synopsis to be given at the next meeting so that we could get some sort of a background as far as the implications. There may not be any but there may be a few.

Alderman O'Neil replied as I said, in speaking with the Director he indicated that he and Jim would be willing to put together some scenarios and walk us through how the manual...my pet peeve has been the stop signs but at least we would have a standard to work off of. I am comfortable with that, Mr. Chairman, if you think the next meeting schedule will allow for that.

Alderman O'Neil moved to refer the item to the next Committee meeting for a presentation by the Highway Department. Alderman Sullivan duly seconded the motion. Chairman Shea called for a vote. There being none opposed, the motion carried.

Chairman Shea addressed item 6 of the agenda:

- 6.** Communication from Brandy Stanley, Parking Manager, submitting information regarding the 1155 Elm Street easement.

Alderman O'Neil stated I am aware that at least several of the business owners from that area have reached out to Brandy looking for some help so I appreciate her willingness to go out and spend some time with them and trying to come up with some solutions.

Chairman Shea stated Brandy, earlier today you and I discussed this and maybe you could present the pros and cons of this particular easement.

Ms. Brandy Stanley, Parking Manager, stated there were two requests that I got from members of the Board. The first one was to research whether or not the City wanted to go down the route of trying to sell the easement that it owned for the 68 spaces that are in the basement of that building. I did go back and talk to the owners of that building and they are, in fact, interested in purchasing that easement. However, they are not interested in it for anywhere near the \$800,000 that we paid for it back when the building was developed. Additionally, in order to sell this easement the spaces would have to be declared surplus to the City's needs and I am not necessarily sure that that really is the case since there is more than enough demand from members of the public for those parking spaces. Another thing that would happen if we were to sell that easement to the building owners is they have stated that they would not allow any type of transient parking and by transient parking that is visitors and people who are cash paying customers in that section of the garage and that is heavily used by transient parkers at night. There is also quite a bit of demand for it during the day. Even though we don't currently allow it, I didn't want to make any changes to the configuration until I received direction from the Board on whether or not we were going to pursue selling the easement. That is pretty much it in a nutshell at this point. It is in the Board's hands to determine whether or not they want to pursue selling the easement or not.

Alderman O'Neil asked Brandy am I correct that one of your...besides selling the easement there is a discussion that you had with the owners of the building regarding a willingness to sell monthly parking spaces to non-tenants?

Ms. Stanley answered yes. They have said that they are willing to sell monthly parking to non-tenants. Right now they don't. I have worked with them over the last six months to a year since probably White bought the building a year and a half ago. They have been cautious about wanting to sell parking to the general public; however, they have agreed that they would consider selling parking spaces to people who aren't tenants. What that would do is allow us to open up during the day some of the garage spaces for transient parkers, which would be like the lunch crowd and some of the people who are coming in for physical therapy across the street.

Alderman O'Neil asked and if I understood, part of the net to the City is a plus? It is not a major cost correct?

Ms. Stanley answered that is correct. The City has been profitable. We pay the building owner 17.2% of the operating costs, insurance and real estate taxes and

that cost is more than offset by the revenue we receive from the garage. It is profitable and it has been for several years.

Alderman O'Neil asked would it be your recommendation that that could be a positive alternative?

Ms. Stanley asked what alternative? To put transient parkers in there during the day?

Alderman O'Neil responded correct.

Ms. Stanley stated yes, if we were going to retain the easement, that is probably the best use of that, especially since the building owners are now willing to take some of the monthly parkers that we have in there now and put them in the upper portion of the garage.

Alderman O'Neil asked and you believe, and I don't want to put words in your mouth, but you believe that would be a positive step to help the restaurants and the medical office and rehabilitation center and their concerns about parking?

Ms. Stanley answered based on what they have told me from conversations that they had they would very much appreciate being able to have transient parking in that section of the building.

Chairman Shea asked so Brandy, your recommendation is that we do not grant the easement to these people but retain our own easement? Is that correct?

Ms. Stanley answered again that is probably a policy decision and not in my hands. There is definitely demand for parking spaces for transient parkers.

Chairman Shea stated so it would be more advantageous for the Enterprise fund to keep things as they are rather than doing anything.

Ms. Stanley replied yes. Since it is a cash flow positive, then yes, if we sold it we wouldn't get the benefit of that positive cash flow.

Alderman O'Neil stated I need clarification. There is a second part to not selling it. The second part is to work with the owner, correct?

Ms. Stanley responded correct. If the decision is not to sell it then we would want to move forward.

Alderman O'Neil stated our only option is not selling the easement. Our other option could be working with the owner of the garage to move some monthly parking upstairs and create more transient on the lower level. That could be a recommendation.

Chairman Shea stated I would take a recommendation to receive and file this with the stipulation that you...

Alderman Sullivan interjected would it be to receive and file or would it be to authorize the Parking Manager to enter into negotiations?

Chairman Shea responded to receive and file the easement right? Is that what we are talking about and then to enter into...

Alderman Sullivan interjected I just want to know what we are voting on here. There are two questions.

Chairman Shea stated right. First is the easement and that would be received and filed. Then Alderman O'Neil mentioned that he would like Brandy to continue to negotiate with the owners of the garage for additional parking.

Ms. Stanley stated if I may, I think the easiest way to maybe go about it is to ask me to write an ordinance allowing transient parking in the garage. Is that what you are trying to get to? There is really nothing to vote on here. I am not asking for anything. It is just information.

Alderman O'Neil moved to request that Brandy Stanley draft an ordinance to allow transient parking with the understanding that she will work with the building owner to move some of the monthly parking upstairs. Alderman Sullivan duly seconded the motion.

Alderman J. Roy asked is that the only way it could happen, if some people moved upstairs?

Ms. Stanley answered yes.

Alderman J. Roy stated otherwise if they don't move upstairs there is no room for transient parking.

Ms. Stanley responded right. I would have to cancel contracts.

Alderman O'Neil stated I have one more question. Brandy, are you pretty comfortable that there won't be any issues with those monthly parkers moving from the first floor to the second floor?

Ms. Stanley responded I haven't discussed it with them. I don't foresee any but I haven't discussed it with them.

Chairman Shea called for a vote on the motion. There being none opposed, the motion carried.

Chairman Shea addressed item 7 of the agenda:

7. Communication from Brandy Stanley, Parking Manager, submitting two requests for the use of Arms parking lot.

On motion of Alderman J. Roy, duly seconded by Alderman Sullivan, it was voted to approve the requests.

Chairman Shea addressed item 8 of the agenda:

8. Communication from Brandy Stanley, Parking Manager, requesting approval of the In Vehicle Parking Meter contract.

Ms. Stanley stated from November through January 2007 and 2008 we did run a pilot program for an in-vehicle parking meter, which is basically something like EZPass for parking. We tried it out with three different parking vendors and about 55 or 60 participants. It did turn out to be successful. We came before the Committee on February 2 with a recommendation to go with one of the participants. At that point we were asked to put out an RFP, which we did. We did get the results back from the RFP some time ago; however, we didn't want to bring a contract and program in before the Board knowing that the downtown parking plan was going to be considered. We knew that we needed to make all of the changes first before we went forward with an in-vehicle parking meter program. Now that the downtown parking plan is in place, this is basically a presentation of the results of the RFP. We have a contract that we would like authority to sign. The reason we are bringing it before the Committee is there are three things that need Board approval. The first is a 5% fee that the City would pay for all revenues that were purchased in terms of parking time for people's accounts. The agreement also contains an indemnification paragraph. We would have to indemnify for certain things like E park system. The last is the agreement has a three year term. All three of those things need to be approved by the Board, and if the approval is forthcoming then we can sign the contract and roll out the program to the public.

Alderman J. Roy asked is this the company you were most satisfied with?

Ms. Stanley answered yes. They did actually come out...

Alderman J. Roy interjected I saw the survey and it was the highest but I was asking were you the most satisfied with that group?

Ms. Stanley replied yes absolutely. As a matter of fact, in the interim the company that placed second in both the pilot program and the RFP no longer operates in the United States. So I have a good working relationship with this company. They are specifically designing this meter for the Manchester market, which is actually pretty impressive since they are looking to roll it out nationwide.

Alderman O'Neil asked was there any discussion if the term of the agreement was less than three years? If it was two years with one option or one year with two options?

Ms. Stanley answered I did discuss that with the vendor and either one of those is acceptable.

Alderman O'Neil asked so we could go one year with two one year options and they would agree to that?

Ms. Stanley replied they would agree to that, yes.

Alderman Sullivan stated my question is regarding the security of this network. Is that going to be operated by the City or is it going to be operated by the company?

Ms. Stanley responded it is operated by the company but one of the things that is important to note is that it is not actually a transponder. It is capable of communicating via a network but that capability is not in place at this point. I have already talked with Information Systems. Before we start operating this thing on a wi-fi network there is going to have to be a lot of homework done on both sides. Basically what this is is a stand-alone meter that you can hook up to your computer and you can download and upload payments and parking information. The payment system that this company is using is a Level I PCI Certified Third Party contractor that has a very, very secure network for payment, so we are very satisfied that everything is going to go well in terms of the payments.

Alderman Sullivan asked does the indemnification clause in the contract cover that? If something does happen to either the physical hardware that is presumably

going to be in place or if someone somehow manages to mess with the network is that something we would be on the hook for or would they be on the hook for it?

Ms. Stanley answered I think I will defer to Tom Arnold. He has a better...basically we are indemnifying each other mutually. If there is a problem that is substantially due to their wrongdoing or their neglect or their misuse then they would indemnify us and vice versa. Really what we would be...the kinds of situations where we would indemnify them would be something to do with if we were intentionally mis-enforcing the meters. It mostly comes around something that we are doing wrong on the enforcement side because that is really the only involvement we have with the product.

Alderman Sullivan asked so presumably if there was a security breach, and I guess this question is for the Solicitor, that would be construed as something that would be on the vendor's side?

Mr. Arnold answered I always hate to speculate but the agreement does say that we are only indemnifying them for negligence arising directly or indirectly out of the intentional wrongdoing by Manchester or failure of Manchester to perform or negligence in performing any of the obligations under this agreement. That is all we are indemnifying for. I would tend to think that since we are not running the network so to speak, if and when that becomes active, we should be okay. As I said though, I hate to speculate on what future facts may be.

Alderman O'Neil stated I would be more comfortable if there is no problem with the vendor that we do a one year contract with two one year options. That way if there are any problems there is some accountability. I am afraid that if we got into a long-term contract we are locked in and there is no room to...if they don't have a problem with it I think it gives us some flexibility.

Alderman O'Neil moved to approve the In-Vehicle Parking Meter contract but amend it to be a one year contract with two one year options. Alderman J. Roy duly seconded the motion. Chairman Shea called for a vote. There being none opposed, the motion carried.

TABLED ITEM

9. Recommendation of the Special Committee on Parking in the vicinity of high schools that Chapter 70 of the Motor Vehicles And Traffic of the Code of Ordinances of the City of Manchester be amended by adding a new Residential Parking Permit Zone #8 in Section 70.55(D) (8) Residential Parking Permit Zone #8.

10. Recommendation of the Special Committee on Parking in the vicinity of high schools that regulations for standing, stopping, parking and operation of vehicles be adopted as noted and those inconsistent therewith be repealed.

On motion of Alderman O'Neil, duly seconded by Alderman Sullivan, it was voted to remove items 9 and 10 from the table.

Chairman Shea stated Brandy has indicated that these two items are being worked on by the Parking report that we are waiting for. She suggested that we receive and file.

On motion of Alderman J. Roy, duly seconded by Alderman O'Neil, it was voted to receive and file items 9 and 10.

NEW BUSINESS

Communication from Jonathan Teeling regarding late night traffic restriction proposal for Front Street.

Deputy City Clerk Matt Normand stated this is a communication that we received today at the Clerk's Office.

Chairman Shea stated we just received this so I think we could take it up at our next meeting.

Alderman O'Neil stated and I am guessing this is Alderman Murphy's ward so we should make sure she gets this and get some feedback from her.

Alderman Sullivan stated my question would be for a representative of the Police Department. I don't think anybody from Parks is here. Sergeant Flanagan, do you have a minute? It has to do with the signage in the parks. I have had a few phone calls from someone who had issues with the loitering ordinance. He indicated that there weren't signs in some of the parks. In the interest of the law, this is no excuse but he is a little concerned about it. What this gentleman told me is that there is no sign at Victory Park. There is nothing there that says there is an ordinance.

Sergeant James Flanagan, Traffic Supervisor, asked relative to the curfew?

Alderman Sullivan answered yes. Are there signs out there and if not are there plans to put them up?

Mr. Flanagan stated I would have to claim some ignorance as to whether or not there are signs. I have been assigned to the Traffic unit for the past year and that is primarily where my focus lies, and before that I investigated child abuse so as far as signage in the parks...

Alderman Sullivan interjected well you are the only guy with a badge in the audience. Sorry.

Mr. Flanagan stated I would say that signage is always an important component of enforcement. I think that we always stand in a better position if we have appropriate signage out there. What that entails...I certainly think that it needs to be conspicuous and if it is not present, obviously my recommendation would be to have the signage in place. Without it, it certainly makes things difficult from an enforcement perspective.

Alderman Sullivan asked would it be Parks & Recreation who is responsible for the signage or Highway?

Mr. Flanagan answered I think that is something that Parks & Recreation would be responsible for, but again, in order to do the enforcement component I think that those signs would be very helpful. I don't think it would take too much to do a survey of the area parks to make sure that they are in place. Again, I have to claim some ignorance and I will apologize to you.

Alderman Sullivan replied I will take it up with Parks & Recreation. Thank you Sergeant.

Alderman J. Roy stated this letter that we got was in support of what we voted on earlier, which is on Page 2 of our agenda – the no trucks 5 AM until 9 AM on Front Street from Goffstown Road to the I-93 on ramp and that was brought forward by Alderman Murphy. It is just a letter in support of that. I thought I had seen it before. The other thing that is going on up there just to let you know is that they are going to be redoing that on ramp so that is going to create some problems up there too.

There being no further business, on motion of Alderman O'Neil, duly seconded by Alderman J. Roy, it was voted to adjourn.

A True Record. Attest.

Clerk of Committee