AGENDA

COMMITTEE ON PUBLIC SAFETY, HEALTH AND TRAFFIC

June 7, 2010
Aldermen Roy, Osborne,
Long, Ouellette, Shaw

5:15 PM
Aldermanic Chambers
City Hall (3rd Floor)

1. Chairman Roy calls the meeting to order.

2. The Clerk calls the roll.

3. The Traffic and Parking Divisions have submitted an agenda which needs to be addressed:

CROSSWALKS:
On Belmont Street, north and south of Grove Street
Alderman Osborne

RESCIND NO PARKING ANYTIME:
On Norris Street, east side, from a point 100 feet north of Somerville Street to a point 90 feet northerly (Ord. 9290)
Alderman Shea

RESCIND NO PARKING 7AM - 3PM/MONDAY-FRIDAY:
On English Village Road, west side, from a point 775 feet south of Dunbarton Road to a point 700 feet west (Ord. 9698)
Alderman Arnold

NO PARKING 7AM - 3PM/MONDAY-FRIDAY:
On English Village Road, west side, from a point 775 feet south of Dunbarton Road to a point 557 feet west
Alderman Arnold

NO PARKING ANYTIME:
On English Village Road, west side, from a point 1332 feet southeast of Dunbarton Road to a point 178 feet east
Alderman Arnold
On Titus Street, north side, from a point 145 feet west of Floyd Avenue to a point 55 feet west

On Ross Avenue, west side, from Sewall Street to a point 90 feet south
Alderman Shaw
On Laxson Avenue south side, from South Willow Street to a point 177 feet east
Alderman DeVries

ACCESSIBLE PARKING SPACE:
On Belmont Street, east side, from a point 220 feet north of Cilley Road to a point 18 feet north
Alderman Shea

RESCIND STOP SIGNS:
On London Street at Pennsylvania Avenue – NEC, SWC (Ord. 0261)
Alderman Roy

STOP SIGNS:
On Pennsylvania Avenue at London Street – SEC, NWC
Alderman Roy

RESCIND 1 HOUR PARKING 8AM-6PM:
On Wilson Street, east side, from Harvard Street to a point 50 feet north
(Ord. 8109)
Alderman Shea

1 HOUR PARKING 8AM-6PM:
On Wilson Street, east side, from a point 20 feet north of Harvard Street to a point 42 feet north
Alderman Shea

PARK 30 MINUTES:
On Wilson Street, east side, from a point 62 feet north of Harvard Street to a point 40 feet north
Alderman Shea

RESCIND 1 HOUR PARKING:
On Wilson Street, west side, from Harvard Street to a point 90 feet northerly
(Ord. 8072)
Alderman Shea

30 MINUTE PARKING:
On Wilson Street, west side, from Harvard Street to a point 90 feet north
Alderman Shea

RESCIND 1 HOUR PARKING 8AM-6PM:
On Wilson Street, east side, from Prescott Street to a point 60 feet north
(Ord. 8111)
Alderman Shea

30 MINUTE PARKING 8AM-6PM:
On Wilson Street, east side, from Prescott Street to a point 60 feet north
Alderman Shea

NO PARKING LOADING ZONE - EMERGENCY ORDINANCE:
On Wilson Street, west side, from a point 20 feet south of Clay Street to a point 26 feet south
Alderman Shea

NO PARKING ANYTIME - EMERGENCY ORDINANCE:
On Hayward Street, north side, from a point 130 feet west of Porter Street to a point 48 feet west
Alderman Shea

RESCIND ONE WAY STREET:
Huntress Street, from Prince Street to Summerside Avenue – Northbound
Alderman Greazzo

ONE WAY STREET:
Huntress Street, from Summerside Avenue to Prince Street – Southbound
Alderman Greazzo

METERS - 10 HOURS (EMERGENCY ORDINANCE):
Elm Street east side, from Auburn Street to a point 153 feet south of Green Street
Alderman Long

METERS - 10 HOURS (EMERGENCY ORDINANCE):
Elm Street west side, from Auburn Street to Valley Street
Alderman Long

15 MINUTE PARKING (EMERGENCY ORDINANCE):
Elm Street east side, from 153 feet south of Green Street to a point 36 feet southerly
Alderman Long

METERS - 10 HOURS (EMERGENCY ORDINANCE):
Elm Street east side, from a point 189 feet south of Green Street to Valley Street
Alderman Long

RESCIND METERS - 10 HOURS:
Elm Street both sides, from Auburn Street to Valley Street
8am-10pm, Monday-Saturday
Alderman Long
(ORD 8254)
Ladies and Gentlemen, what is your pleasure?

4. Communication from Mayor Gatsas submitting street closures for the World's Championship Chili Cook-off.
Ladies and Gentlemen, what is your pleasure?

5. Communication from Alderman DeVries regarding speed and traffic issues on Hazelton Avenue.
Ladies and Gentlemen, what is your pleasure?

6. Communication from Alderman Osborne requesting the Committee consider signage on Maple and Beech Streets to help cut down on speeding in the city.
Ladies and Gentlemen, what is your pleasure?

7. Communication from Gloria Pilotte, Member of the Committee for Celebration of La Fete St. Jean, requesting permission to paint the Fleur-de-Lis on Elm Street in front of City Hall and in front of the Franco-American Centre, for French Heritage Month, June 24th to July 14th.
Ladies and Gentlemen, what is your pleasure?

8. Communication from Bill Sanders, Finance Officer, submitting a proposed contract between E & R Cleaners and the City providing for the lease of a parking lot on Lake Avenue for a period of five years.
(Note: A copy of the parking lot layout plan and required ordinance amendments are also included within the attached documentation.)
Ladies and Gentlemen, what is your pleasure?

TABLED ITEMS

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

9. STOP SIGN:
On Greenwood Street at President Road –NWC
Alderman Shaw
(Note: Tabled 5/3/10; A Multi-Way Stop Review is attached.)

10. Communication from Mayor Gatsas requesting the Committee review the "bump out" at the intersection of Elm Street and Auburn Street.
(Note: Tabled 5/3/10; Plans for the intersection have been submitted by the Highway Department.)

11. Communication from Brandy Stanley, Parking Manager, requesting that public parking be allowed at the Canal Street parking lot since it is not being utilized for commuter parking to the extent anticipated.
(Note: Tabled 4/5/10)

12. Communication from Jack Burke and Bruce Willey of the Kiwanis Club of Manchester requesting approval to repair, replace and add road signs.
(Note: Letters A and B of the communication were approved by the BMA on April 20, 2010. Letter C Add Locations, was tabled on 4/5/10, The Wayfinding Policy is attached.)

13. If there is no further business, a motion is in order to adjourn.

RECEIVED
MAY 10 2010
CITY CLERK'S OFFICE

CITY OF MANCHESTER

Theodore L. Gatsas
Mayor

May 10, 2010

Alderman Jim Roy, Chair
Public Safety, Health and Traffic
c/o City Clerk
One City Hall Plaza
Manchester, NH 03101

RE: Street Closures for World's Championship Chili Cookoff

Dear Chairman Roy,

After review of the area we are proposing to use for the *2010 World's Championship Chili Cookoff* (October 1st – 3rd) I have added an additional street closure to the original request presented to the Board of Aldermen on Tuesday, May 4, 2010. Please disregard the original request and see the updated request below:

1. Merrimack Street: from Chestnut to Franklin
2. Central Street: Chestnut to Elm
3. Elm Street: Merrimack to Central
4. (NEW) Pleasant Street: Elm and Franklin

Thank you in advance for your consideration of this request and I am available to answer the questions and concerns of the committee.

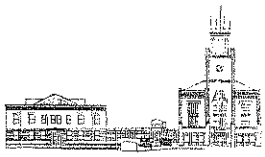
Regards,

Theodore L. Gatsas
Mayor

cc: Matthew Normand, City Clerk
Chief David Mara, Manchester Police Department
Brandy Stanley, Parking Manager

CITY OF MANCHESTER

Board of Aldermen



RECEIVED
APR 30 2010
CITY CLERK'S OFFICE

MEMORANDUM

TO: Alderman Jim Roy, Chairman
Committee on Public Safety, Health and Traffic

FROM: Alderman Betsi DeVries

RE: Speed and traffic issues on Hazelton Avenue

DATE: April 30, 2010

I have concerns about speed and traffic on Hazelton Avenue (Route 3A) and would ask you to include this issue as an agenda item for the Committee on Public Safety, Health and Traffic at your earliest convenience. A baseline speed study has already been completed by the Patrol Division of the Police Department. I am hoping that a long-term study of traffic calming initiatives can be discussed for this area.

Thank you for your consideration of my request.

RECEIVED
MAY 25 2010
CITY CLERK'S OFFICE

CITY OF MANCHESTER

Board of Aldermen

MEMORANDUM

To: Committee on Public Safety, Health and Traffic
Aldermen Roy, Long, Osborne, Ouellette, Shaw

From: Alderman Osborne
Ward 5

Date: May 25, 2010

Re: Traffic Signs

Please consider signage to help cut down on speeding in the city. I would like to request signs be placed on both Maple Street and Beech Street at four locations starting from Bridge Street to Webster Street along with strict ongoing police enforcement and presence. It is my belief that adding these signs will cut down on speed on these streets and improve safety in the area. The signs are both stern and driver friendly. These signs have worked excellent in my Ward on both Lake Avenue and Spruce Street and are welcomed by the residents.

1. MEET OUR JUDGES EXCEED THE SPEED LIMIT
   NO TOLERANCE
2. SMILE YOU COULD BE ON RADAR
3. SMILE SPEEDING TICKETS AHEAD
4. THANK YOU

Thank you for your consideration.

RECEIVED
MAY 26 2010
CITY CLERK'S OFFICE

May 26, 2010

Public Safety Health and Traffic Committee
c/o Matt Normand, City Clerk
City of Manchester

I am writing to request that you authorize painting the Fleur-de-Lis on Elm Street in front of City Hall and in front of the Franco-American Centre (52 Concord St) as the Franco American community celebrates French Heritage Month between June 24th (Feast day of St. John the Baptist - Patron Saint of Franco-Americans) and July 14th (Bastille Day – French Independence Day).

When contacted, Highway Department Director Kevin Shephard indicated that since this has been done in the past, he would see no problem but requested that we contact your committee for your authorization.

Respectfuly,

Gloria Pilotte

Gloria Pilotte
98 Lancaster Avenue
Manchester, NH 03103-6421
603 623-8173
Member, Committee for celebration of
La Fête St. Jean

William E. Sanders
Finance Officer

CITY OF MANCHESTER
Finance Department

RECEIVED
JUN 03 2010
CITY CLERK'S OFFICE

June 3, 2010

Traffic Committee
C/o Matthew Normand, City Clerk
One City Hall Plaza
Manchester, NH 03101

RE: Lease Agreement with E & R Cleaners

Dear Honorable Committee Members,

Attached hereto is a proposed contract between E&R Cleaners and the City providing for the City's lease of a parking lot on Lake Avenue for a period of five years. The agreement provides for a $50,000 annual base rental and recovery of City operating expenses. Net profit after the base rental and City operating expenses will be split 75% to the City and 25% to E&R Cleaners (in the form of a percentage rent payment.)

Also attached is a parking lot layout plan along with the appropriate changes to the City's Code of Ordinances and projected financial results.

Respectfully submitted,

William E. Sanders
Finance Officer

Cc: Brandy Stanley

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6460 • FAX: (603) 624-6549
E-mail: Finance@ManchesterNH.gov • Website: www.manchesternh.gov

LEASE

This LEASE (this "Lease") is made and entered into as of this ___ day of June, 2010 by and between _____, hereinafter referred to as "Landlord" and The City of Manchester hereinafter referred to as "Tenant".

WITNESSETH

THAT, WHEREAS, Landlord is the owner of real property hereinafter described,

and WHEREAS, Landlord desires to lease said real property to Tenant, and Tenant desires to lease same from Landlord.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth, Landlord and Tenant agree as follows:

1. **PREMISES.** Landlord hereby leases to Tenant certain real property containing portions of a pre existing parking lot located at Central and Lake Streets in Manchester, New Hampshire. Prior to the commencement date hereof, Landlord shall demolish the existing building on Lake Street, apply pavement to the entirety of the surface of the premises, and adjust drainage such that the resulting area shall meet the specified needs of Tenant as an area that will accommodate one hundred thirty three (133) or more parking spaces, with sufficient area for access to each space, as more fully described in Exhibit A, attached hereto, together with any equipment and improvements thereon and with all appurtenances thereto, including but not limited to, existing rights of ingress and egress onto said premises by motor vehicles and pedestrians from all existing streets (all of which shall hereinafter collectively be referred to as the "Premises"). Landlord shall install all such improvements, including lighting structures and pavement, to the Premises under contract with the Tenant for the consideration of One Dollar ($1.00) during the Summer of 2010.

Landlord shall have the right to use ten (10) parking spaces for exclusive use by employees and customers of the building located at 33 Central Street during business hours and days as posted. Such use will not be subject to discounted parking calculations as described in section 5.

2. **WARRANTIES AND CONDITION**. Landlord warrants and represents that it is the owner of the Premises and has authority to lease the Premises and to execute this Lease. Landlord further warrants and covenants that (a) at the commencement of the term herein the Premises shall be in good condition and repair for use as a parking facility for motor vehicles, (b) the Premises shall comply with all state and federal laws, regulations, ordinances and codes now in effect or which become effective and are applicable to the Premises during the term herein and (d) Landlord has not received any notice and is not aware of any violations of state or federal laws or regulations affecting the Premises, including, but not limited to, the Occupational Safety and Health Act of 1970. Landlord shall be responsible, at its expense, for compliance with all

environmental and disability matters, laws, regulations, ordinances, and codes including the Americans with Disability Act of 1990 that may be applicable to the Premises.

3. **USE.** The Premises shall be used by Tenant as a parking facility for motor vehicles, and any other purpose or purposes incidental thereto, including but not limited to, the right to erect at Tenant's expense, a sign or signs for advertising its business and to place any personal property (including trade fixtures) in or on the Premises and for no other purpose. After the expiration of the Initial Term, in the event Tenant is unable, by reason of injunction or other interference, to use the Premises for parking of motor vehicles, or in the event such use is or becomes prohibited by ordinance, law, regulation or order, Tenant shall have the right to terminate this Lease, upon giving Landlord at least (10) ten days' notice in writing.

4. **TERM**. The Premises are hereby leased to Tenant for a term of five (5) years commencing on June ___, 2010 (the "Commencement Date") and expiring on June ___, 2015 (the "Initial Term").

This Lease is binding as of the date hereof, however, rent shall not commence until the Premises have been delivered to Tenant. In the event Landlord is unable to or shall not have given possession of the Premises to Tenant on or before said Commencement Date, Tenant shall have the option of terminating this Lease by notice in writing within thirty (30) days thereafter. In the event Tenant does not so terminate this Lease, it shall remain in full force and effect, and Landlord shall tender possession of the Premises to Tenant at its first opportunity and the term hereof shall commence on the date of delivery of such possession and shall terminate on the date of five (5) years after the date possession shall have been given to Tenant. The parties will confirm the commencement date in writing.

5. **RENT**. Tenant covenants and agrees to pay as rent for the Premises the sum of Fifty Thousand Dollars ($50,000.00) per year, payable in equal monthly installments of Four Thousand One Hundred Sixty Six and Sixty Seven cents ($4,166.67) on or before the 25th day of each month, plus Percentage Rent as outlined in the table below.

	25% of Gross Receipts Between			50% of Gross Receipts Over
Year 1	$77,350	and	$120,000	$120,000
Year 2	$67,871	and	$120,000	$120,000
Year 3	$68,407	and	$120,000	$120,000
Year 4	$68,959	and	$120,000	$120,000
Year 5	$69,528	and	$120,000	$120,000

Payment of Percentage Rent shall be made within thirty (30) days after the end of each calendar month based upon the gross receipts less discounted funds, as said terms are hereinafter defined, of the preceding calendar month and shall be accompanied by a statement showing the gross receipts less discounted funds of the preceding month. At the expiration of each twelve (12)

month period of the Lease the parties shall adjust the Percentage Rent for the preceding twelve month period. Such adjustment up shall occur with thirty (30) days of the end of each twelve (12) month period at which time either Tenant shall render any additional funds to Landlord to make up any shortfall or Landlord shall refund to Tenant any overage of Percentage Rent paid during the said twelve (12) month period.

"Gross Receipts" shall mean all sums collected by Tenant for the parking of motor vehicles on the Premises, whether on an hourly, daily, weekly, or monthly basis, and less any sales, use, excise, occupancy, gross receipts, parking tax, or any other tax or charge collected by Tenant on behalf of and payable to the tax collector (Sales Taxes). Gross Receipts shall also not include "discounted funds" which are defined to be the value of all free or discounted parking privileges granted by Landlord to its employees, agents, representatives, and invitees, and gross receipts collected by Landlord.

6. **INSPECTION**. Tenant hereby grants Landlord the right to inspect the Premises at all reasonable times for the purpose of making repairs thereto, provided, however, Landlord and its employees, agents and representatives shall exercise care in any entry onto and use of any portion of the Premises so as not to interfere with the operations of Tenant, including access to the Premises by parking customers. Should such access be interfered with or prevented or parking space be removed from Tenant's use by the actions of Landlord, its employees, agents, contractors, or representatives, Tenant shall have the right to a reduction in rent in proportion to the loss of parking spaces and/or gross receipts.

7. **INSURANCE**.

a) Tenant shall maintain the following self insurance:

(1) Worker's compensation in compliance with the Worker's Compensation Act of the State of NH.
(2) General liability on an occurrence form basis with limits of not less than $925,000 per occurrence.
(3) Automobile liability insurance (if applicable) covering losses for owned, non-owned or hired vehicles including comprehensive and collision coverage with a limit of not less than $925,000 per occurrence.

b) Tenant shall deliver certificates of self insurance to Landlord upon request.

8. **TAXES**. Landlord agrees to pay any and all real estate taxes and assessments levied upon or assessed against the Premises as same become due and, upon request, provide Tenant with evidence of such payment.

9. **UTILITIES**. Landlord agrees, at its expense, to provide to points of use on the premises such utilities as Tenant may require. Landlord agrees to pay charges for all electricity,

water, sewer, telephone, gas and other utilities consumed by Tenant on the Premises as measured by a meter or sub-meter installed and maintained by Landlord at Landlord's cost.

10. **PERMITS AND LICENSES**. Tenant agrees to obtain all permits or licenses necessary for its operation, and Landlord agrees to assist Tenant in obtaining such permits or licenses upon request.

11. **EMINENT DOMAIN**. In the event the entire Premises shall be taken under any statute or by right of eminent domain, then when possession of the Premises is taken, this Lease shall automatically terminate and the rent shall be adjusted as of the time of such taking. If more than fifty (50)% of the parking spaces in the Premises shall be taken or condemned, then Tenant shall have the right, at its option, to remain in possession of the balance of the Premises or to terminate this Lease as of the date of such taking, upon notice in writing to Landlord of such election. If less than fifty (50)% of the parking spaces are taken then this Lease shall continue. Landlord shall notify Tenant immediately upon receiving notice or otherwise becoming aware of the intended taking (in whole or in part) and the actual or anticipated date of taking. In the event of termination of this Lease, Tenant shall thereupon be released from any further liability as of the date of taking. If this Lease is terminated, any rent for the last month of Tenant's occupancy shall be prorated. If Tenant remains in possession of the balance of the Premises the rent shall be reduced on a pro rata basis based on the number of parking spaces remaining as compared to the number at commencement, but Percentage Rent shall continue as specified.

Tenant shall not be entitled to any portion of any award or settlement received from any condemning authority. However, nothing contained herein shall be construed to prevent Tenant from prosecuting any claim directly against the condemning authority for loss of business or amortization of, damage to, or cost of removal, or for value of, Tenant's personal property, provided that no such claim shall diminish or otherwise adversely affect Landlord's aware.

Tenant shall have the right to remove any of all of its personal property (including trade fixtures) prior to the date of such taking.

12. **UNFORESEEABLE EVENTS**. It is understood by the parties, that, although it is unlikely, events may occur during the term of this lease which are beyond the reasonable control of Tenant, which will result in a reduction of Gross Receipts collected from the Premises. In the event that any of the following occur and as a result there is no access to the parking area, then rent shall be adjusted as specified below:

a) All streets serving the Premises are closed for at least (7) seven days;
b) Interference with ingress or egress to the Premises making the Premises inaccessible;
c) Labor disputes, civil commotion, acts of war, terrorist acts, acts of God, natural disasters or other casualty;
d. Any law, rule, regulation, proclamation, order of similar action by any state or federal government or regulatory body restricting the sale of supply petroleum products.

If Gross Receipts are reduced by Fifty Percent (50%) or more over a period of at least five (5) business days commencing with the first business day after the day on which the event occurred as compared with the five (5) business days immediately preceding such event, then Tenant, upon written notice to Landlord, may elect to have a pro rata reduction in rent following such event and including the period during which such event shall continue to exist.

13. **DAMAGE AND DESTRUCTION**. Landlord covenants and agrees, that, if the Premises are damaged or destroyed by fire or other casualty, Tenant shall have the right at its sole option, to elect to (a) terminate this lease, effective on the date of such damage or destruction, provided fifty percent (50%) or more of the Premises are rendered unusable for the parking of motor vehicles, in which event Tenant shall no longer be liable for rent after such termination and, if advance rent has been paid, Landlord shall refund the pro rata portion thereof upon termination of this Lease; or (b) continue to occupy and use any undamaged part of the Premises which is fully available for use, in which event the parties agree to negotiate a new rent schedule taking into consideration the loss of parking spaces and loss of gross receipts anticipated; or (c) receive an abatement of the rent from the date of such damage or destruction until such time as Landlord has repaired and restored the remaining Premises to the same condition as existed immediately prior to such damage or destruction, without diminution or change of location or size, and delivered same to Tenant. If the Premises are less than fifty (50)% so destroyed then the Tenant shall not have the right to terminate the Lease and (b) and (c) shall apply.

In the event Tenant elects either options (b) or (c) in the preceding paragraph, it is understood by the parties that time is of the essence and that Landlord will proceed with due diligence to repair and restore the Premises to the conditions as existed before such damage or destruction. Tenant's election shall be made by written notice to Landlord within ten (10) days after the date of such damage or destruction and shall be effective as of such date.

14. **REPAIR AND MAINTENANCE**. Tenant shall at its expense, perform all maintenance and repair to the Premises of a non-capital and non-structural nature and shall also repair all damage caused by Tenant's employees, maintain striping, and perform custodial services to keep the surfaces and stairways within the Premises (if any) in a clean condition. Tenant shall perform all snowplowing, salting and sanding of the Premises. All capital and structural maintenance, repair and/or replacement of or on the Premises shall be promptly and

diligently performed by Landlord at Landlord's expense, and in compliance with the Americans with Disabilities Act of 1990.

Anything in this Lease to the contrary notwithstanding, Landlord agrees that if in an emergency, it shall become necessary to promptly make any repairs required to be made by Landlord, Tenant may, at its option, proceed forthwith to have such repairs made and pay the cost thereof. Landlord agrees to reimburse Tenant the cost of such repairs on demand and also agrees that is such payment is not made within fifteen (15) days after receipt of Tenant's statement of the amount due and evidence of Tenant's payment thereof, Tenant may deduct the amount so expended by it from rent due or to become due. In the event Tenant shall elect not to make such repairs, it will promptly notify Landlord of the need for such repairs.

15. **RELEASE AND WAIVER OF SUBROGATION**. In the event all or any part of the Premises (including any buildings, improvements or other real or personally property therein) are damaged or destroyed by fire or other casualty, the rights or claims of either party or its employees, agents, successors or assigns against the other with respect to liability for such loss, destruction or damage resulting there from, including loss, destruction or damage suffered as a result of negligence or either party or their employees or agents, are hereby released and discharged, and any and all subrogation rights or claims are hereby waived to the extent of the actual insurance coverage carried by the parties of which is commonly covered under an all-risk insurance policy, in either case irrespective of applicable deductibles.

All such policies shall contain a clause or endorsement providing that insurance shall not be prejudiced if the insured has waived its right of recovery (including subrogation rights) against any person or company prior to the date of loss, destruction or damage.

16. **INTERFERENCE WITH BUSINESS**. If any act or omission of Landlord or Landlord's failure to perform its obligations hereunder creates a condition which interferes substantially with the normal use of the Premises or prevents or substantially reduces access by the customers to the Premises, and as a consequence Tenant is compelled to discontinue business in the Premises, in whole or in part, then the rent shall be entirely or proportionately abated (depending upon the nature and/or extent of such interference, prevention or reduction) during the time of such interference with or prevention or reduction of business, but no such abatement shall continue beyond the time that the interference, prevention or reduction no longer exits, regardless of any delay by Tenant in resuming operation of business after that time.

17. **PEACEABLE POSSESSION**. Landlord covenants and agrees that Tenant, upon performing the terms and conditions of this lease to be performed by Tenant, shall have peaceable and quiet enjoyment and possession of the Premises during the term without interruption by Landlord, its successors, assigns, or any person or company claiming by or through it, or third parties. Landlord further agrees that if Tenant should be made a party in any legal proceeding affecting Tenant's right of continuous and quiet possession, Landlord shall reimburse Tenant for reasonable attorney's fees, expenses and damages incurred by Tenant in defending its rights under this Lease, and any such expense may be applied by Tenant against rent due or to become due.

Landlord agrees to save, defend, indemnify and hold Tenant harmless from any and all actions, causes of action, claims, losses, damages, costs and liabilities arising out of or in any way connected with Landlord's prior use of the Premises or the cancellation or termination of any lease or tenancy of the Premises prior in point of time to this Lease.

Tenant agrees to save, defend, indemnify and hold Landlord harmless from any and all actions, causes of action, claims, losses, damages, costs and liabilities arising out of or in any way connected with Tenant's use of the Premises. Deletion proposed by Landlord needs approval by the City Solicitor.

18. **SURRENDER OF POSSESSIONS**. Upon terminations of this Lease, by lapse of time or otherwise, Tenant agrees that is will surrender and deliver to Landlord physical possession of the Premises, together with all improvements and appurtenances therewith.

19. **ASSIGNMENT**. Tenant agrees that it will not assign or transfer this Lease or any interest herein

Landlord agrees not to assign, mortgage, pledge or encumber this Lease or any rents due or to become due hereunder without first obtaining the written consent of Tenant, provided, however, such consent shall not be needed for an assignment of this Lease to a purchaser in connection with a bona fide sale of the Premises.

20. **TERMINATION**. Either party shall have the right to terminate this Lease upon a breach by the other party of any of the covenants, terms and conditions hereof, provided the defaulting party first receives written notice of such breach and fails to remedy same within thirty (30) days after said notice thereof is received, or fails to commence curing such breach within said thirty-day period in the event such breach cannot be reasonably cured within thirty (30) days.

Landlord shall have the right to terminate this Lease upon one hundred twenty (120) days written notice to Tenant in the event of a sale of the Premises or in the event Landlord determines to proceed with development of the Premises.

Should Landlord default in the payment of real estate taxes or assessments or in the payment of any mortgage installment, Tenant may, at its option, cure such default and deduct the amount paid from rent due or to become due.

Either party shall also have the right to terminate this Lease in the event the other party files a voluntary petition or similar action in bankruptcy, insolvency, receivership or makes an assignment for the benefit of creditors, which action is not dismissed within sixty (60) days.

In the event that this Lease terminates for any reason, any and all vested rights to maintain a non-conforming use of the Premises shall also terminate. Landlord shall not use or thereafter lease the Premises for a parking lot without first obtaining all necessary state, federal, and local permits and approvals, including but not limited to, any necessary variances from the City of Manchester.

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

TO LANDLORD:

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

With copy by regular mail to: **Office of the City Solicitor**
1 City Hall Plaza
Manchester, NH 03101

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

22. **INTERPRETATION**. This Lease shall be governed by and construed in accordance with the laws of the state wherein the Premises are situated.

23. **RELATIONSHIP**. Landlord shall not, in any event, be deemed to be a partner of joint venture of Tenant in the conduct of its business. The relationship of the parties hereto shall at all times be solely that of landlord and tenant.

24. **PARTIES BOUND**. This Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, executors, administrators, legal representatives and permitted assigns. This Lease or any modification thereof shall not be binding upon Landlord and/or Tenant in any respect until fully executed by duly authorized officers or principals of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the date first above written.

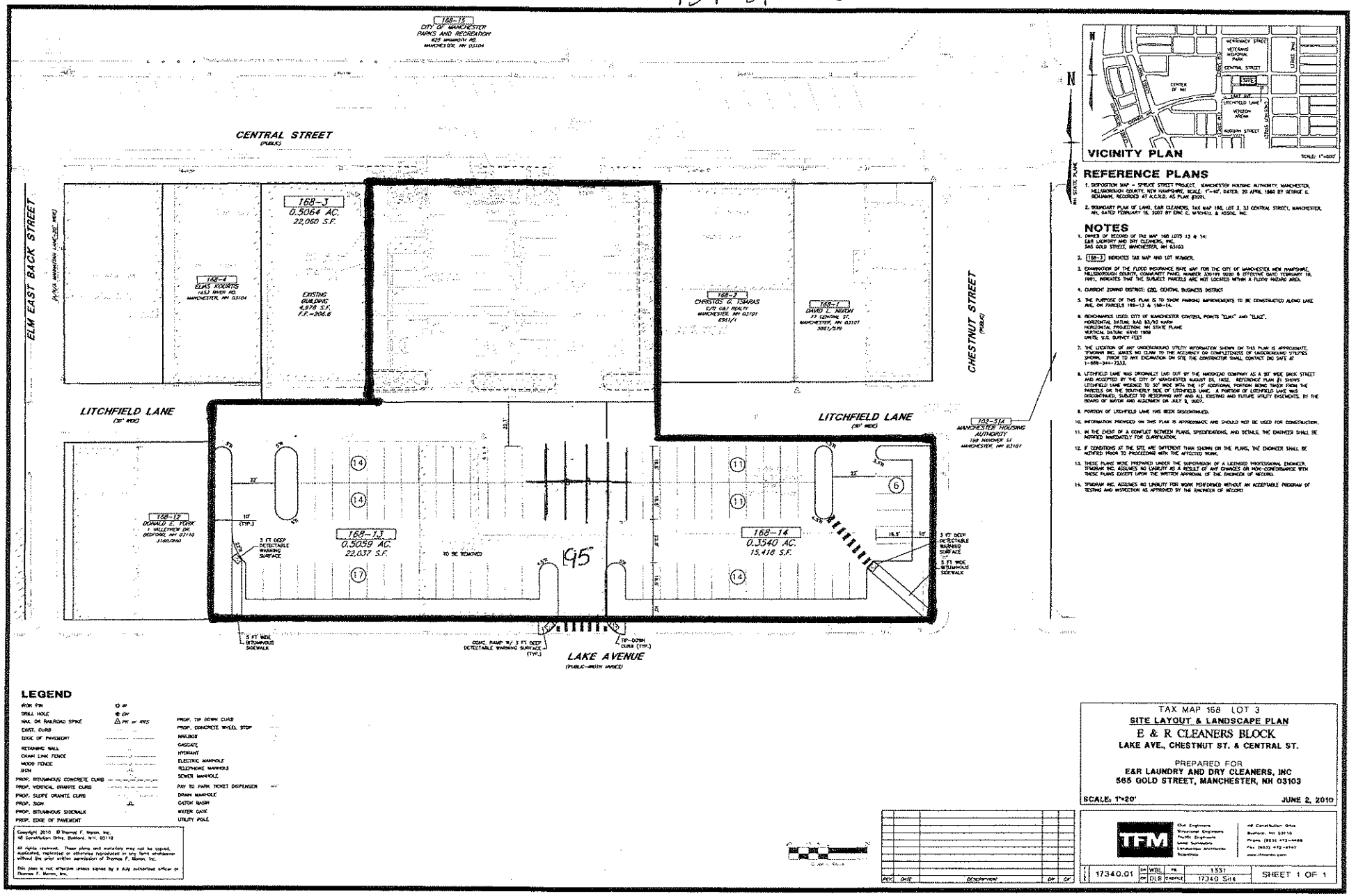
WITNESSES: **LANDLORD**

_____ by _____
Name _____
_____ Title _____

WITNESSES **TENANT**
City of Manchester
_____ by _____
Name _____
_____ Title _____

Exhibit A - leased premesis

134 spaces



REFERENCE PLANS

1. DISPOSITION MAP – SPRUCE STREET PROJECT, MANCHESTER HOUSING AUTHORITY, MANCHESTER, HILLSBOROUGH COUNTY, NEW HAMPSHIRE, SCALE: 1"=40', DATED: 20 APRIL 1960 BY GEORGE L. BENJAMIN, RECORDED AT H.C.R.D. AS PLAN #3091.
2. BOUNDARY PLAN OF LAND, E&R CLEANERS, TAX MAP 168, LOT 3, 33 CENTRAL STREET, MANCHESTER, NH, DATED FEBRUARY 16, 2007 BY ERIC C. MICHAUD, & ASSOC. INC.

NOTES

1. OWNER OF RECORD OF TAX MAP 168 LOTS 13 & 14:
E&R LAUNDRY AND DRY CLEANERS, INC.
565 GOLD STREET, MANCHESTER, NH 03103
2. 168-3 INDICATES TAX MAP AND LOT NUMBER.
3. EXAMINATION OF THE FLOOD INSURANCE RATE MAP FOR THE CITY OF MANCHESTER NEW HAMPSHIRE, HILLSBOROUGH COUNTY, COMMUNITY PANEL NUMBER 330139 0020 B EFFECTIVE DATE: FEBRUARY 15, 1991, INDICATES THAT THE SUBJECT PARCELS ARE NOT LOCATED WITHIN A FLOOD HAZARD AREA.
4. CURRENT ZONING DISTRICT: CCO, CENTRAL BUSINESS DISTRICT
5. THE PURPOSE OF THIS PLAN IS TO SHOW PARKING IMPROVEMENTS TO BE CONSTRUCTED ALONG LAKE AVE. ON PARCELS 168-13 & 168-14.
6. BENCHMARKS USED: CITY OF MANCHESTER CONTROL POINTS "ELM2" AND "ELM3".
HORIZONTAL DATUM: NAD 83/93 HARN
HORIZONTAL PROJECTION: NH STATE PLANE
VERTICAL DATUM: NAVD 1988
UNITS: U.S. SURVEY FEET
7. THE LOCATION OF ANY UNDERGROUND UTILITY INFORMATION SHOWN ON THIS PLAN IS APPROXIMATE. TFMORAN INC. MAKES NO CLAIM TO THE ACCURACY OR COMPLETENESS OF UNDERGROUND UTILITIES SHOWN. PRIOR TO ANY EXCAVATION ON SITE THE CONTRACTOR SHALL CONTACT DIG SAFE AT 1-888-344-7233.
8. LITCHFIELD LANE WAS ORIGINALLY LAID OUT BY THE AMOSKEAG COMPANY AS A 50' WIDE BACK STREET AND ACCEPTED BY THE CITY OF MANCHESTER AUGUST 25, 1832. REFERENCE PLAN #1 SHOWS LITCHFIELD LANE WIDENED TO 50' WIDE WITH THE 10' ADDITIONAL PORTION BEING TAKEN FROM THE PARCELS ON THE SOUTHERLY SIDE OF LITCHFIELD LANE. A PORTION OF LITCHFIELD LANE WAS DISCONTINUED, SUBJECT TO RESERVING ANY AND ALL EXISTING AND FUTURE UTILITY EASEMENTS, BY THE BOARD OF WATER AND ALDERMEN ON JULY 9, 2007.
9. PORTION OF LITCHFIELD LANE HAS BEEN DISCONTINUED.
10. INFORMATION PROVIDED ON THIS PLAN IS APPROXIMATE AND SHOULD NOT BE USED FOR CONSTRUCTION.
11. IN THE EVENT OF A CONFLICT BETWEEN PLANS, SPECIFICATIONS, AND DETAILS, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY FOR CLARIFICATION.
12. IF CONDITIONS AT THE SITE ARE DIFFERENT THAN SHOWN ON THE PLANS, THE ENGINEER SHALL BE NOTIFIED PRIOR TO PROCEEDING WITH THE AFFECTED WORK.
13. THESE PLANS WERE PREPARED UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER. TFMORAN INC. ASSUMES NO LIABILITY AS A RESULT OF ANY CHANGES OR NON-CONFORMANCE WITH THESE PLANS EXCEPT UPON THE WRITTEN APPROVAL OF THE ENGINEER OF RECORD.
14. TFMORAN INC. ASSUMES NO LIABILITY FOR WORK PERFORMED WITHOUT AN ACCEPTABLE PROGRAM OF TESTING AND INSPECTION AS APPROVED BY THE ENGINEER OF RECORD

LEGEND

IRON PIN	⊡ IP	PROP. TIP DOWN CURB	
DRILL HOLE	⊕ DH	PROP. CONCRETE WHEEL STOP	
MAG OR RAILROAD SPIKE	△ PK or RRS	MAILBOX	
EXIST. CURB		GASGATE	
EDGE OF PAVEMENT		HYDRANT	
RETAINING WALL		ELECTRIC MANHOLE	
CHAIN LINK FENCE		TELEPHONE MANHOLE	
WOOD FENCE		SEWER MANHOLE	
SIGN		PAY TO PARK TICKET DISPENSER	
PROP. BITUMINOUS CONCRETE CURB		DRAIN MANHOLE	
PROP. VERTICAL GRANITE CURB		CATCH BASIN	
PROP. SLOPE GRANITE CURB		WATER GATE	
PROP. SIGN		UTILITY POLE	
PROP. BITUMINOUS SIDEWALK			
PROP. EDGE OF PAVEMENT			

Copyright 2010 ©Thomas F. Moran, Inc.
48 Constitution Drive, Bedford, N.H. 03110

All rights reserved. These plans and materials may not be copied, duplicated, reproduced or otherwise reproduced in any form whatsoever without the prior written permission of Thomas F. Moran, Inc.

This plan is not effective unless signed by a duly authorized officer of Thomas F. Moran, Inc.

TAX MAP 168 LOT 3

SITE LAYOUT & LANDSCAPE PLAN

E & R CLEANERS BLOCK

LAKE AVE., CHESTNUT ST. & CENTRAL ST.

PREPARED FOR

E&R LAUNDRY AND DRY CLEANERS, INC

565 GOLD STREET, MANCHESTER, NH 03103

SCALE: 1"=20' JUNE 2, 2010

MARK	DATE	DESCRIPTION	BY	CK

TFM
Civil Engineers
Structural Engineers
Traffic Engineers
Land Surveyors
Landscape Architects
Telecoms
48 Constitution Drive
Bedford, NH 03110
Phone: (603) 472-4488
Fax: (603) 472-4747
www.tfmoran.com

17340.01	DR: WSL	FB:	1331	SHEET 1 OF 1
	CK: DLB	CADFILE:	17340 SITE	

01-2

Lake Avenue Lot Pro Forma - 2 Rent Tiers
PRO FORMA

REVENUE		$/Space	% of Revenue
Special Event	$54,424		
Transient	10,962		
Monthly	27,000		
Advertising Revenue	0		
ATM Revenue	0		
Gross Parking Revenue	92,386		
TOTAL ANNUAL REVENUE	**$92,386**	$711	
OPERATING EXPENSES			
Salaries & Wages	$9,802		
Payroll Taxes & Burden	750		
Health, Welfare & Pension	323		
Workers Compensation	179		
Uniforms & Laundry	0		
Printing	402		
Amenities & Supplies	2,665		
Repairs & Maintenance	2,930		
Liability Insurance	0		
Utilities	0		
Postage & Freight	300		
Telephone	0		
Contract Security	0		
TOTAL OPERATING EXPENSES	$17,350	$133	19%
OPERATING INCOME BEFORE RENT	$75,035		
RENT PAID TO LANDLORD	53,759	$414	58%
START UP EXPENSES (one time charge)	10,000		
NET OPERATING INCOME	$11,276	$87	12%

11-8

Lake Avenue Lot Pro Forma - 2 Rent Tiers
5 YEAR PRO FORMA

Revenue Escalation Factor:	20.0%	10.0%	5.0%	5.0%	
Expense Escalation Factor:	3.0%	3.0%	3.0%	3.0%	

	Year 1	Year 2	Year 3	Year 4	Year 5
Special Event	$54,424	$65,308	$71,839	$75,431	$79,203
Transient	$10,962	$13,154	$14,470	$15,193	$15,953
Monthly	$27,000	$32,400	$35,640	$37,422	$39,293
Advertising Revenue	$0	$0	$0	$0	$0
ATM Revenue	$0	$0	$0	$0	$0
Gross Parking Revenue	$92,386	$110,863	$121,949	$128,046	$134,449
TOTAL ANNUAL REVENUE	$92,386	$110,863	$121,949	$128,046	$134,449
OPERATING EXPENSES					
Salaries & Wages	$9,802	$10,096	$10,399	$10,711	$11,032
Payroll Taxes & Burden	$750	$772	$796	$819	$844
Health, Welfare & Pension	$323	$333	$343	$353	$364
Workers Compensation	$179	$184	$190	$195	$201
Uniforms & Laundry	$0	$0	$0	$0	$0
Printing	$402	$414	$426	$439	$452
Amenities & Supplies	$2,665	$2,745	$2,827	$2,912	$2,999
Repairs & Maintenance	$2,930	$3,018	$3,108	$3,202	$3,298
Liability Insurance	$0	$0	$0	$0	$0
Utilities	$0	$0	$0	$0	$0
Postage & Freight	$300	$309	$318	$328	$338
Telephone	$0	$0	$0	$0	$0
Contract Security	$0	$0	$0	$0	$0
TOTAL OPERATING EXPENSES	$17,350	$17,871	$18,407	$18,959	$19,528
OPERATING INCOME BEFORE RENT	$75,035	$92,992	$103,542	$109,087	$114,921
RENT PAID TO LANDLORD	$53,759	$60,748	$63,385	$68,795	$73,455
START UP EXPENSES (one time charge)	$10,000	$0	$0	$0	$0
NET OPERATING INCOME	$11,276	$32,244	$40,156	$40,292	$41,466

City of Manchester
New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

"Amending Chapter 70: Motor Vehicles and Traffic of the Code of Ordinances of the City of Manchester by amending Section 70.57(B) Parking Rates thereby establishing transient and event parking rates for the new Canal Street Lot and deleting reference to the former Seal lot."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

I. Amend the Code of Ordinances by deleting language as stricken (-----) and inserting new as bolded (**bold**). Sections of the following chapters that remain unchanged appear in regular type.

§ 70.57 PARKING RATES.

Except as otherwise ordered by the Board of Mayor and Aldermen, rates shall be charged for parking in city-owned facilities and on-street as follows:

(B) Parking lot rates:

(1) Hourly rates - as established by the Committee on Traffic and Public Safety subject to approval of the Board of Mayor and Aldermen as outlined herein.

(2) By permit as established pursuant to §70.54.

(3) Event Parking Fees:

(a) To be posted Event Parking:

Pine Street Lot	$ 6.00 - $10.00 prepay
Canal Street Lot	$ 5.00 - $10.00 prepay
Lake Avenue Lot	**$10.00 - $15.00 prepay**

(b) Civic Center Event Decal $30.00 per month, 5:30 p.m. to 8:00 p.m. Monday through Friday:

Permit and metered sections -
Pine Street Lot, Pearl Street Lot, Seal Lot, Arms Lot, Bedford Lot, Hartnett Lot; and 10 hour metered spaces - Pearl Street Lot, Granite Street Lot, and Arms Outer Lot

(4) Parking lots (rates and time limits).

City of Manchester
New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

"Amending Chapter 70: Motor Vehicles and Traffic of the Code of Ordinances of the City of Manchester by amending Section 70.57(B) Parking Rates thereby establishing transient and event parking rates for the new Canal Street Lot and deleting reference to the former Seal lot."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(a) Lot

Lot	Time	Max. Hours	Rate/Hour
Pine Street Lot	Mon. - Fri. 8:00 a.m. - 5:30 p.m.	N/A	Permit only
Hartnett Lot	Mon. - Fri. 8:00 a.m. - 5:30 p.m.	10	$.50
Arms Lot	Mon. - Fri. 8:00 a.m. - 5:30 p.m.	10	$.50
Bedford Lot	Mon. - Fri. 8:00 a.m. - 5:30 p.m.	10	$.50
~~Seal Lot~~	~~Mon. - Fri. 8:00 a.m. - 5:30 p.m.~~	~~N/A~~	~~Permit only~~
Middle Street	Mon. - Fri. 8:00 a.m. - 8:00 p.m.	2	$.75
Arms Ext.	Mon. - Fri. 8:00 a.m. - 5:30 p.m.	10	$.50
Arms Outer Lot	Mon. - Fri. 8:00 a.m. - 5:30 p.m.	10	$.50
Pearl Street Lot	Mon. - Fri. 8:00 a.m. - 5:30 p.m.	2/10	$.50
1155 Elm Street	Mon. - Fri. 8:00 a.m. - 8:00 p.m.	10	$.75
Canal Street	Mon. - Fri. 8:00 a.m. - 8:00 p.m.	10	$.75
Lake Ave. Lot	**Mon. - Fri. 8:00 a.m. - 8:00 p.m.**	**10**	**$.75**

(b) Myrna Lot

Hours	Rate/Hour
0-1	$.75
1-2	$1.50
2-3	$2.25
3-4	$5.25
4-5	$8.25
5-6	$11.25
6-7	$14.25
Daily Maximum 7-12	$17.00

II. This Ordinance shall take effect upon passage.

8-13

City of Manchester
New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

"Amending Chapter 70: Motor Vehicles and Traffic of the Code of Ordinances of the City of Manchester by amending Section 70.54 Permit Parking in Lieu of Coin Deposit thereby creating a new Lake Avenue Lot."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

I. Amend the Code of Ordinances by deleting language as stricken (-----) and inserting new as bolded (**bold**). Sections of the following chapters that remain unchanged appear in regular type.

§ 70.54 PERMIT PARKING IN LIEU OF COIN DEPOSIT AND PARKING DISTRICTS.

(B) In accordance with policies and procedures as are approved by the Committee on Traffic and Public Safety, the Parking Manager or his/her designee is hereby authorized to issue parking permits at monthly fees, or school semester fees under contractual arrangement, as prescribed herein. Such permits shall allow parking in lieu of the deposit of the required coin in any metered parking space unless otherwise posted or in any parking space designated by posting "permit parking only" located in any of the following districts during the times prescribed:

Parking District	Monthly Permit Rate Established
8:00 a.m. to 5:30 p.m. Monday through Friday Downtown On-Street - Area to include 10 hour metered spaces east of Canal Street, excluding Elm Street.	$45.00
5:30 p.m. to 10:00 p.m. Monday through Friday, and Saturday 8:00 a.m. to 10:00 p.m. Civic Center Event decal - Any 10-hour meter in all districts not otherwise posted.	$35.00
8:00 a.m. to 5:30 p.m. Monday through Friday Other Parking Lots - Hartnett Lot Middle Street Lot Pearl Street Lot Pine Street Lot Canal Street Lot **Lake Avenue Lot** **10 spaces for employees/customers of 33 Central Street.**	$50.00

8-14

City of Manchester
New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

"Amending Chapter 70: Motor Vehicles and Traffic of the Code of Ordinances of the City of Manchester by amending Section 70.54 Permit Parking in Lieu of Coin Deposit thereby creating a new Lake Avenue Lot."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

8:00 a.m. to 8:00 p.m. Monday through Friday 1155 Elm Street Garage	$75.00	
24 hours, 7 days per week Rines Center (1528 Elm Street) Area to include the Rines Center parking lot and garage. Parking restricted to Rines Center employees and visitors only.		Rines Center Parking only
8:00 a.m. to 5:30 p.m. Monday through Friday		
District 20 Area: Commercial Street both sides, bounded on the north by Canal Street and on the south by Arms Street. Dow Street both sides easterly from Commercial Street to the railroad tracks. Bedford Street east side from Kidder Street to a point 272 feet southerly.	$45.00	
District 21 UHN Student rate by semester Area: Bedford Street both sides, bounded on the north by a point 272 feet south of Kidder Street and on the south by a point 855 north of Pleasant Street; Spring Street both sides bounded on the east by Bedford Street and on the west by Commercial Street; Commercial Street both sides bounded on the north by Arms Street and on the south by Waumbec Street; Arms Street, both sides bounded by Commercial Street on the east and Stark Street on the south; Stark Street both sides, bounded by Commercial Street to the east, and Mungalls Street to the west; Arms Lot, Arms extension Lot, Arms Outer Lot and Bedford Lot.	$45.00 $25.00	
District 22 Area: Bedford Street both sides bounded by a point 855 feet north of Pleasant Street and Granite Street to the south; Commercial Street, both sides bounded by Waumbec Street to the north and Granite Street to the south; Phillippe Cote Street both sides bounded by Commercial Street at each end; Textile Court south side from Commercial Street to the dead end; Pleasant Street, both sides bounded by Bedford Street to the east, Commercial Street to the west.	$45.00	

City of Manchester
New Hampshire

In the year Two Thousand and Ten

AN ORDINANCE

"Amending Chapter 70: Motor Vehicles and Traffic of the Code of Ordinances of the City of Manchester by amending Section 70.54 Permit Parking in Lieu of Coin Deposit thereby creating a new Lake Avenue Lot."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

District 23 $45.00
Area: South Bedford Street west side bounded on the north by Depot Street and on the south to the dead-end; South Commercial Street both sides bounded on the north by Granite Street and on the south by South Bedford Street.

District 24 $45.00

Area: Myrna lot	Per-Hour Rate
0-1	$.75
1-2	$1.50
2-3	$2.25
3-4	$5.25
4-5	$8.25
5-6	$11.25
6-7	$14.25
7-8	$17.00 Daily Maximum

District 26 (8:00 a.m.-8:00 p.m. Zone)
[***Note: an amendment to this section establishing District 26 as a $0.50 per hour zone and setting the times from 8:00 a.m. to 5:30 p.m. currently awaits enrollment in the Committee on Accounts, Enrollment, and Revenue Administration and is not reflected here.***]
Elm Street from West Auburn Street to Bridge Street; Kosciuszko Street; Lowell Street from Elm Street to Chestnut Street; Concord Street from Elm Street to Chestnut Street; Amherst Street from Elm Street to Chestnut Street; Hanover Street from Elm Street to Chestnut Street; Manchester Street from Elm Street to Chestnut Street; Merrimack Street from Elm Street to Chestnut Street; Central Street from Elm Street to Chestnut Street; West Auburn Street from Canal Street to Elm Street; Depot Street from Canal Street to Elm Street; Old Granite Street from Canal Street to Elm Street; West Central Street; West Merrimack Street from Canal Street to Elm Street; Franklin Street from Pleasant Street to Market Street; Middle Street from Canal Street to Franklin Street; Market Street from Canal Street to Franklin Street.

City of Manchester
New Hampshire

In the year Two Thousand and Ten

An Ordinance

"Amending Chapter 70: Motor Vehicles and Traffic of the Code of Ordinances of the City of Manchester by amending Section 70.54 Permit Parking in Lieu of Coin Deposit thereby creating a new Lake Avenue Lot."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

District 27 ($0.75 per hour zone)

8:00 a.m. to 8:00 p.m. Monday through Friday:
Elm Street from West Auburn Street to Bridge Street; Kosciuszko Street; Lowell Street from Elm Street to Chestnut Street; Concord Street from Elm Street to Chestnut Street; Amherst Street from Elm Street to Chestnut Street; Hanover Street from Elm Street to Chestnut Street; Manchester Street from Elm Street to Chestnut Street; Merrimack Street from Elm Street to Chestnut Street; Central Street from Elm Street to Chestnut Street; West Auburn Street from Canal Street to Elm Street; Depot Street from Canal Street to Elm Street; Old Granite Street from Canal Street to Elm Street; West Central Street; Pleasant Street from Canal Street to Elm Street; West Merrimack Street from Canal Street to Elm Street; Franklin Street from Pleasant Street to Market Street; Middle Street from Canal Street to Franklin Street; Market Street from Canal Street to Franklin Street;

8:00 a.m. to 5:30 p.m Monday through Friday:
Stark Street from Canal Street to Elm Street; Mechanic Street from Canal Street to Elm Street; Spring Street from Canal Street to Elm Street; Pleasant Street from Canal Street to Elm Street.

District 28 (Arena Event Zone)

Elm Street from West Auburn Street to Valley Street; Willow Street from Cedar Street to Lake Avenue; West Auburn Street from Elm Street to Pine Street; Lake Avenue from Elm Street to Pine Street; Chestnut Street from West Auburn Street to Merrimack Street; Cedar Street from Chestnut Street to Pine Street; Spruce Street from Chestnut Street to Pine Street; Central Street from Chestnut Street to Pine Street; Pine Street from Lake Avenue to Merrimack Street.

District 29 (Stadium Event Zone)
South Bedford Street; Bedford Street from Granite Street to Middle Street; South Commercial Street; Commercial Street from Granite Street to Stark Street; Phillippe Cote Street; Pleasant Street from Commercial Street to Bedford Street; Textile Court.

II. This Ordinance shall take effect upon passage.

8-17

RECEIVED
JUN 01 2010
CITY CLERK'S OFFICE

PRESIDENT ROAD AND GREENWOOD STREET
MULTI-WAY STOP REVIEW

BACKGROUND

On May 3, 2010, the Committee on Public Safety, Health and Traffic directed the Traffic Division to study the intersection of President Road and Greenwood Street. This intersection is located in a residential/commercial neighborhood. Greenwood Street is a T intersection and runs north and south. President Road runs east and west. Neither street is controlled by a stop sign. Parking is not restricted on either street and visibility does not appear to be a problem. There are no curbs installed or pavement markings. This intersection is located on a proposed route to the Wall Mart development on Gold Street. The development is currently being challenged in court.

ACCIDENT HISTORY

2005 – No accidents

2006 – No accidents

2007 – No accidents

2008 – No accidents

2009 – No accidents

2010 – No accidents

The Manchester Police Department Traffic Unit provided the accident history. The accident history does not meet the minimum threshold criteria prescribed in the warrants.

VOLUME AND SPEED

The volume and speed summary, herein enclosed, indicates that the volume criteria are not met as the total intersection volume is below the minimum threshold level. In addition, it does not exceed the 85th percentile approach speed criteria.

ANALYSIS

The MUTCD warrant analysis provides several layers of criteria for recommending multi-way stop signs. This includes 1) Traffic accidents; 2) Traffic volumes and speeds; 3) Combination of accidents, traffic volumes and speeds. We are responsible for review and recommendation based on the industry established procedures and recognized standards. We, from a professional standpoint, are obligated to recommend against a permanent all-way stop sign installation as it does not meet the minimum threshold criteria prescribed in the warrants.

RECOMMENDATION

- Install a stop sign on Greenwood Street
- Increase police enforcement of speed limit

ATTACHMENTS

2009 MUTCD Section 2B.07 Multi-way stop applications
Locus map
Intersection photos
Aerial photo
Speed and volume reports

Date: May 27, 2010

Prepared by: Jim Hoben – Deputy Traffic Director

Reviewed by: Kevin Sheppard – Public Works Director

11 **Except as provided in Section 2B.09, STOP signs and YIELD signs shall not be installed on different approaches to the same unsignalized intersection if those approaches conflict with or oppose each other.**

12 **Portable or part-time STOP or YIELD signs shall not be used except for emergency and temporary traffic control zone purposes.**

13 **A portable or part-time (folding) STOP sign that is manually placed into view and manually removed from view shall not be used during a power outage to control a signalized approach unless the maintaining agency establishes that the signal indication that will first be displayed to that approach upon restoration of power is a flashing red signal indication and that the portable STOP sign will be manually removed from view prior to stop-and-go operation of the traffic control signal.**

Option:

14 A portable or part-time (folding) STOP sign that is electrically or mechanically operated such that it only displays the STOP message during a power outage and ceases to display the STOP message upon restoration of power may be used during a power outage to control a signalized approach.

Support:

15 Section 9B.03 contains provisions regarding the assignment of priority at a shared-use path/ roadway intersection.

Section 2B.05 STOP Sign (R1-1) and ALL WAY Plaque (R1-3P)

Standard:

01 **When it is determined that a full stop is always required on an approach to an intersection, a STOP (R1-1) sign (see Figure 2B-1) shall be used.**

02 **The STOP sign shall be an octagon with a white legend and border on a red background.**

03 **Secondary legends shall not be used on STOP sign faces.**

04 **At intersections where all approaches are controlled by STOP signs (see Section 2B.07), an ALL WAY supplemental plaque (R1-3P) shall be mounted below each STOP sign. The ALL WAY plaque (see Figure 2B-1) shall have a white legend and border on a red background.**

05 **The ALL WAY plaque shall only be used if all intersection approaches are controlled by STOP signs.**

06 **Supplemental plaques with legends such as 2-WAY, 3-WAY, 4-WAY, or other numbers of ways shall not be used with STOP signs.**

Support:

07 The use of the CROSS TRAFFIC DOES NOT STOP (W4-4P) plaque (and other plaques with variations of this word message) is described in Section 2C.59.

Guidance:

08 *Plaques with the appropriate alternative messages of TRAFFIC FROM LEFT (RIGHT) DOES NOT STOP (W4-4aP) or ONCOMING TRAFFIC DOES NOT STOP (W4-4bP) should be used at intersections where STOP signs control all but one approach to the intersection, unless the only non-stopped approach is from a one-way street.*

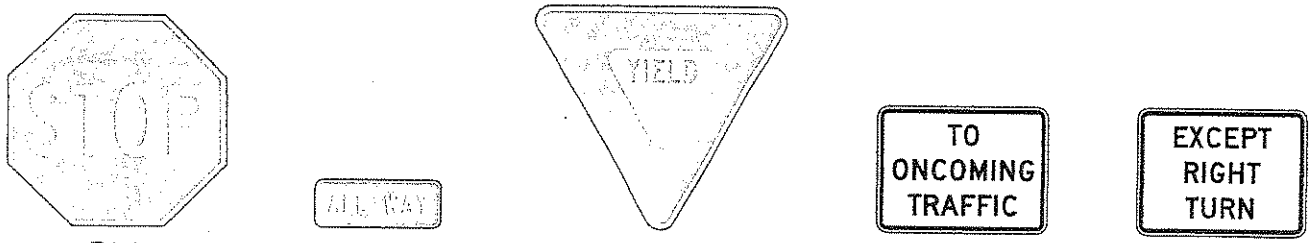
Option:

09 An EXCEPT RIGHT TURN (R1-10P) plaque (see Figure 2B-1) may be mounted below the STOP sign if an engineering study determines that a special combination of geometry and traffic volumes is present that makes it possible for right-turning traffic on the approach to be permitted to enter the intersection without stopping.

Support:

10 The design and application of Stop Beacons are described in Section 4L.05.

Figure 2B-1. STOP and YIELD Signs and Plaques



R1-1 R1-3P R1-2 R1-2aP R1-10P

Section 2B.06 STOP Sign Applications

Guidance:

01 *At intersections where a full stop is not necessary at all times, consideration should first be given to using less restrictive measures such as YIELD signs (see Sections 2B.08 and 2B.09).*

02 *The use of STOP signs on the minor-street approaches should be considered if engineering judgment indicates that a stop is always required because of one or more of the following conditions:*

- *A. The vehicular traffic volumes on the through street or highway exceed 6,000 vehicles per day;*
- *B. A restricted view exists that requires road users to stop in order to adequately observe conflicting traffic on the through street or highway; and/or*
- *C. Crash records indicate that three or more crashes that are susceptible to correction by the installation of a STOP sign have been reported within a 12-month period, or that five or more such crashes have been reported within a 2-year period. Such crashes include right-angle collisions involving road users on the minor-street approach failing to yield the right-of-way to traffic on the through street or highway.*

Support:

03 The use of STOP signs at grade crossings is described in Sections 8B.04 and 8B.05.

Section 2B.07 Multi-Way Stop Applications

Support:

01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.

02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

03 *The decision to install multi-way stop control should be based on an engineering study.*

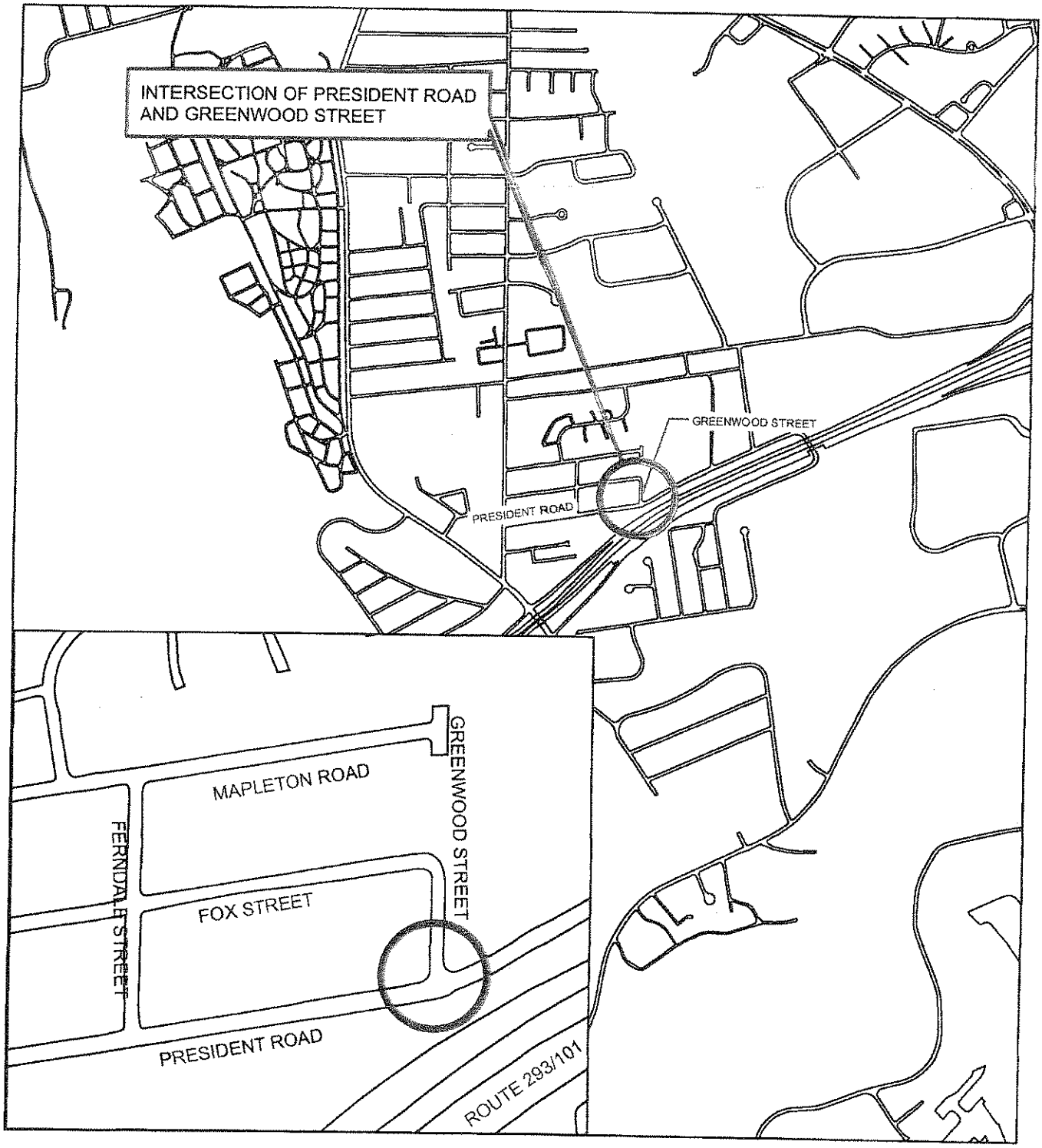
04 *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*

- *A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
- *B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
- *C. Minimum volumes:*
  1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
  2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
  3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
- *D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Option:

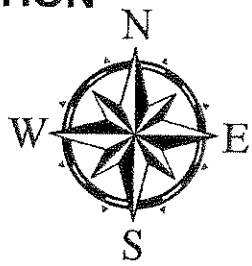
05 Other criteria that may be considered in an engineering study include:

- A. The need to control left-turn conflicts;
- B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
- D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.



PRESIDENT ROAD/GREENWOOD STREET INTERSECTION

CITY OF MANCHESTER
DEPARTMENT OF HIGHWAYS **LOCUS MAP**

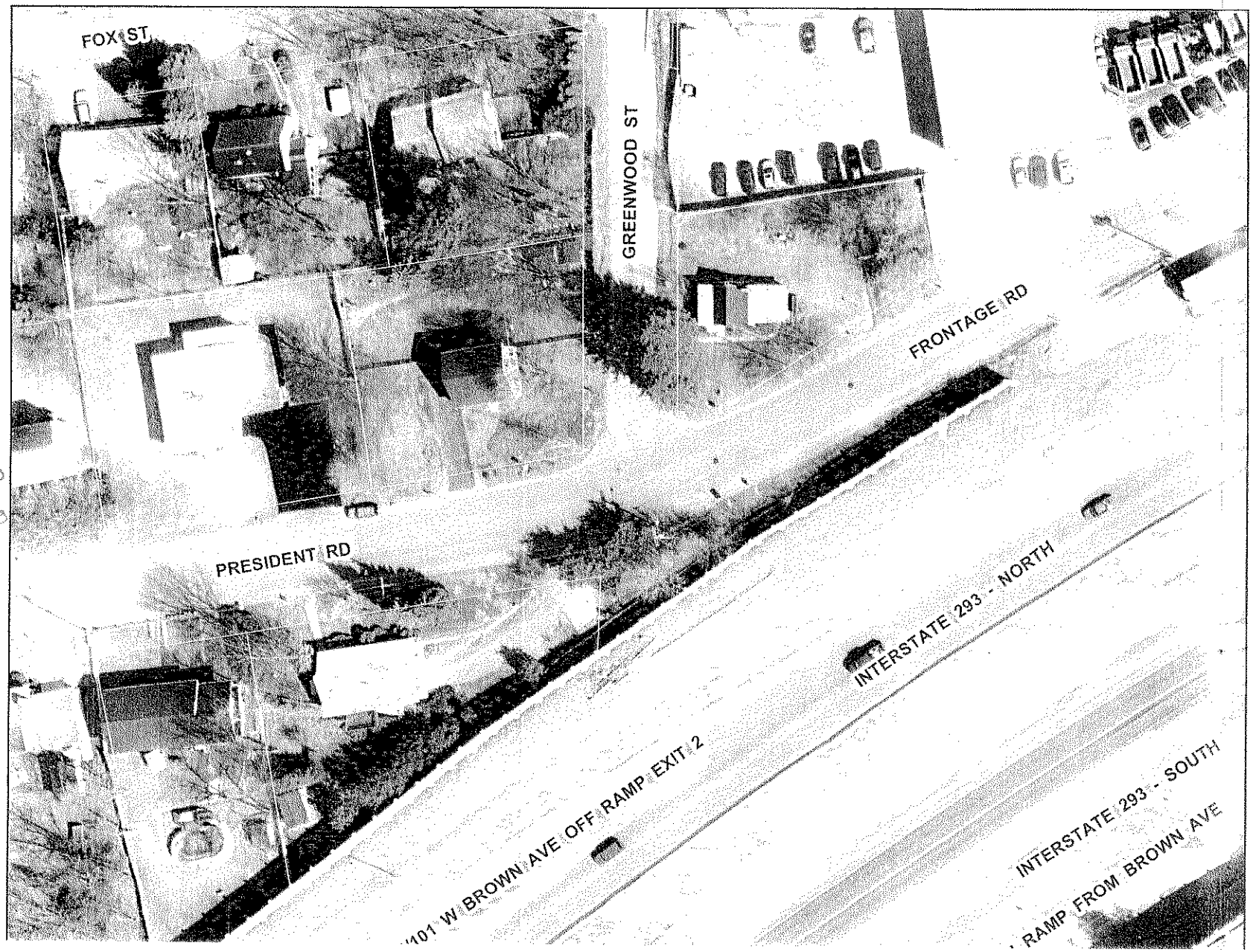


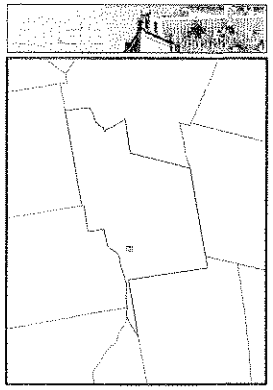
President Road: East of Greenwood Street

President Road: West of Greenwood Street

Greenwood Street: Facing West

Greenwood Street: Facing East





Area Map Showing Extent Of Map At Left

Legend

Surrounding Towns

Parcels

SPEEDsentry Summary Information

for President Rd EB 2010.ssd

Speed Limit: 30
Avg Speed: 27.4
50% Speed: 28
10 MPH Pace: 24 to 33

Display Trigger: None
Maximum Speed Detected: 64
85% Speed: 33
Radar Pickup Distance: 925 ft

File size: 123,715 bytes
File Version: SSD_1_1

File Created: 5/19/2010 8:59:06 AM
Data Points: 873,642

* This File contains settings changes. Please see the Settings History tab for details.

Speed Summary for President Rd EB 2010 - Volume by Speed - All Days

Time Start	Time End	1 to 10	11 to 20	21 to 30	31 to 40	41 to 50	51 to 60	61 to 70	71 to 80	81 to 90	91 to 100	Total Vehicles
12:00 AM	12:59 AM	1	3	18	6	0	0	0	0	0	0	28
1:00 AM	1:59 AM	1	1	13	8	0	0	0	0	0	0	23
2:00 AM	2:59 AM	4	1	15	4	0	0	0	0	0	0	24
3:00 AM	3:59 AM	2	2	6	4	0	1	1	0	0	0	16
4:00 AM	4:59 AM	1	4	24	4	1	0	0	0	0	0	34
5:00 AM	5:59 AM	5	7	22	5	0	0	0	0	0	0	39
6:00 AM	6:59 AM	4	8	56	27	0	0	0	0	0	0	95
7:00 AM	7:59 AM	3	12	136	50	1	0	0	0	0	0	202
8:00 AM	8:59 AM	5	14	194	102	4	0	0	0	0	0	319
9:00 AM	9:59 AM	6	22	170	89	3	0	0	0	0	0	290
10:00 AM	10:59 AM	5	27	212	75	1	0	0	0	0	0	320
11:00 AM	11:59 AM	7	24	213	67	0	0	0	0	0	0	311
12:00 PM	12:59 PM	7	32	227	83	3	0	0	0	0	0	352
1:00 PM	1:59 PM	10	39	271	92	3	0	0	0	0	0	415
2:00 PM	2:59 PM	9	30	286	96	5	0	0	0	0	0	426
3:00 PM	3:59 PM	10	33	244	91	2	0	0	0	0	0	380
4:00 PM	4:59 PM	5	22	239	99	1	0	0	0	0	0	366
5:00 PM	5:59 PM	9	45	247	89	4	0	0	0	0	0	394
6:00 PM	6:59 PM	13	45	254	82	0	0	0	0	0	0	394
7:00 PM	7:59 PM	12	33	166	52	1	0	0	0	0	0	264
8:00 PM	8:59 PM	6	19	116	30	1	0	0	0	0	0	172
9:00 PM	9:59 PM	3	12	104	31	2	0	0	0	0	0	152
10:00 PM	10:59 PM	2	6	61	18	0	0	0	0	0	0	87
11:00 PM	11:59 PM	1	4	41	10	0	0	0	0	0	0	56
Total		131	445	3335	1214	32	1	1	0	0	0	5159
%		2.5%	8.6%	64.6%	23.5%	0.6%	0%	0%	0%	0%	0%	0%

Approximate Vehicle Counts for President Rd EB 2010

Time Start	Time End	5/11/2010	5/12/2010	5/13/2010	5/14/2010	5/15/2010	5/16/2010	5/17/2010
12:00 AM	12:59 AM	*	*	6	4	10	5	3
1:00 AM	1:59 AM	*	*	5	4	8	3	3
2:00 AM	2:59 AM	*	*	3	11	4	3	3
3:00 AM	3:59 AM	*	*	2	1	3	6	4
4:00 AM	4:59 AM	*	*	11	9	4	4	6
5:00 AM	5:59 AM	*	*	11	9	8	1	10
6:00 AM	6:59 AM	*	*	29	20	8	8	30
7:00 AM	7:59 AM	*	*	54	51	21	9	67
8:00 AM	8:59 AM	*	*	93	80	35	26	85
9:00 AM	9:59 AM	*	*	66	62	43	32	87
10:00 AM	10:59 AM	*	*	54	61	79	56	70
11:00 AM	11:59 AM	*	*	50	60	64	69	68
12:00 PM	12:59 PM	*	*	80	61	64	70	77
1:00 PM	1:59 PM	25	15	70	83	70	59	93
2:00 PM	2:59 PM	*	94	64	75	65	64	64
3:00 PM	3:59 PM	*	85	69	80	59	67	20
4:00 PM	4:59 PM	*	75	83	101	51	56	*
5:00 PM	5:59 PM	*	98	85	82	61	68	*
6:00 PM	6:59 PM	*	74	96	106	74	44	*
7:00 PM	7:59 PM	*	59	65	49	58	33	*
8:00 PM	8:59 PM	*	33	42	41	27	29	*
9:00 PM	9:59 PM	*	23	34	41	35	19	*
10:00 PM	10:59 PM	*	14	27	22	15	9	*
11:00 PM	11:59 PM	*	8	12	11	12	13	*
Total		25	578	1111	1124	878	753	690
%		0.5%	11.2%	21.5%	21.8%	17%	14.6%	13.4%

SPEEDsentry Summary Information

for President Rd WB 2010.ssd

Speed Limit: 30
Avg Speed: 28.9
50% Speed: 30
10 MPH Pace: 26 to 35

Display Trigger: None
Maximum Speed Detected: 85
85% Speed: 35
Radar Pickup Distance: 925 ft

File size: 53,095 bytes
File Version: SSD_1_1

File Created: 5/19/2010 9:04:12 AM
Data Points: 490,460

* This File contains settings changes. Please see the Settings History tab for details.

Speed Summary for President Rd WB 2010 - Volume by Speed - All

Time Start	Time End	1 to 10	11 to 20	21 to 30	31 to 40	41 to 50	51 to 60	61 to 70	71 to 80	81 to 90	91 to 100	Total Vehicles
12:00 AM	12:59 AM	3	8	20	6	1	3	3	0	0	0	44
1:00 AM	1:59 AM	1	1	11	14	1	5	2	0	0	0	35
2:00 AM	2:59 AM	3	2	4	2	3	2	2	0	0	0	18
3:00 AM	3:59 AM	3	4	7	5	3	9	1	0	0	0	32
4:00 AM	4:59 AM	3	10	8	4	2	7	3	0	0	0	37
5:00 AM	5:59 AM	2	13	21	18	1	10	6	0	0	0	71
6:00 AM	6:59 AM	9	18	41	32	3	13	12	1	0	0	129
7:00 AM	7:59 AM	3	18	51	40	1	5	4	0	0	0	122
8:00 AM	8:59 AM	5	18	43	41	2	0	1	0	0	0	110
9:00 AM	9:59 AM	3	16	43	33	1	2	1	0	0	0	99
10:00 AM	10:59 AM	6	25	52	30	0	0	1	0	1	0	115
11:00 AM	11:59 AM	5	28	72	51	2	0	1	0	0	0	159
12:00 PM	12:59 PM	4	20	75	66	0	1	0	0	0	0	166
1:00 PM	1:59 PM	8	35	85	87	4	2	1	0	0	0	222
2:00 PM	2:59 PM	7	26	97	86	2	2	1	0	0	0	221
3:00 PM	3:59 PM	7	37	108	77	4	2	1	0	0	0	236
4:00 PM	4:59 PM	6	32	88	92	2	1	1	0	0	0	222
5:00 PM	5:59 PM	5	20	73	85	3	2	1	0	0	0	189
6:00 PM	6:59 PM	3	5	63	94	3	5	3	0	0	0	176
7:00 PM	7:59 PM	4	11	62	55	3	4	3	0	0	0	142
8:00 PM	8:59 PM	1	5	53	47	2	3	2	0	0	0	113
9:00 PM	9:59 PM	1	4	28	24	0	3	3	0	0	0	63
10:00 PM	10:59 PM	2	4	19	11	3	3	2	0	0	0	44
11:00 PM	11:59 PM	2	5	10	12	5	8	4	0	0	0	46
Total		96	365	1134	1012	51	92	59	1	1	0	2811
%		3.4%	13%	40.3%	36%	1.8%	3.3%	2.1%	0%	0%	0%	0%

Approximate Vehicle Counts for President Rd WB 2010

Time Start	Time End	5/12/2010	5/13/2010	5/14/2010	5/15/2010
12:00 AM	12:59 AM	*	16	13	15
1:00 AM	1:59 AM	*	12	13	10
2:00 AM	2:59 AM	*	8	4	6
3:00 AM	3:59 AM	*	17	8	7
4:00 AM	4:59 AM	*	15	14	8
5:00 AM	5:59 AM	*	40	23	8
6:00 AM	6:59 AM	*	62	52	15
7:00 AM	7:59 AM	*	54	47	21
8:00 AM	8:59 AM	*	43	36	31
9:00 AM	9:59 AM	*	46	53	*
10:00 AM	10:59 AM	*	62	53	*
11:00 AM	11:59 AM	*	75	84	*
12:00 PM	12:59 PM	34	69	63	*
1:00 PM	1:59 PM	76	66	80	*
2:00 PM	2:59 PM	84	77	60	*
3:00 PM	3:59 PM	70	76	90	*
4:00 PM	4:59 PM	68	83	71	*
5:00 PM	5:59 PM	60	64	65	*
6:00 PM	6:59 PM	61	62	53	*
7:00 PM	7:59 PM	51	47	44	*
8:00 PM	8:59 PM	22	43	48	*
9:00 PM	9:59 PM	15	17	31	*
10:00 PM	10:59 PM	14	13	17	*
11:00 PM	11:59 PM	18	12	16	*
Total		573	1079	1038	121
%		20.4%	38.4%	36.9%	4.3%

9/14

5|3|10 tabled

CITY OF MANCHESTER

Theodore L. Gatsas
Mayor

RECEIVED
APR 14 2010
CITY CLERK'S OFFICE

April 14, 2010

In board of Mayor and Aldermen
Date: 4|20|10 On Motion of Ald. O'Neil
Second by Ald. Lopez
Voted to refer to the Committee on Public Safety, Health and Traffic.
City Clerk

Alderman Jim Roy, Chair
Public Safety, Health and Traffic
c/o City Clerk
One City Hall Plaza
Manchester, NH 03101

RE: Elm Street bump out at Auburn Street

Dear Chairman Roy,

I respectfully request that the Public Safety, Health and Traffic Committee review the "Bump-Out" that was placed at the intersection of Elm Street and Auburn Street.

Specifically I would request that your review include, but not be limited to, the traffic patterns of the current structure, the potential of removing the current structure and/or moving the structure and/or parking to the opposite side of the street.

I have received several inquiries regarding this matter and believe that it's deserving of your review.

Regards,

Ted

Theodore L. Gatsas
Mayor

cc: Matthew Normand, City Clerk
Kevin Sheppard, Director of Public Works

Gardner, Kathleen

From: Gardner, Kathleen
Sent: Thursday, May 06, 2010 2:59 PM
To: Clougherty, Tim
Subject: Intersection of Elm and Auburn Streets

Hi Tim,

This is just a reminder that at the Monday, May 3rd meeting of the Public Safety Committee you agreed to provide them with a design/cost plan for this section.

Kathleen G. Gardner
Deputy City Clerk
Office of the City Clerk
T: (603)624-6455 F: (603)624-6481

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

Timothy J. Clougherty
Deputy Public Works Director

Commission
William A. Varkas
Henry R. Bourgeois
Joan Flurey
William F. Houghton Jr.
Robert R. Rivard

CITY OF MANCHESTER
Highway Department

RECEIVED
MAY 26 2010
CITY CLERK'S OFFICE

May 25, 2010

Traffic and Safety Committee of the
Honorable Board of Mayor and Aldermen
C/O Mr. Matthew Normand
CITY CLERKS OFFICE
One City Hall Plaza
Manchester, NH 03103

Re: Elm Street parking layout

Gentlemen:

The Manchester Highway Department requests to be placed on the Traffic and Public Safety Committee agenda to review the proposed revisions to the parking layout on Elm Street between Auburn Street and Valley Street.

Enclosed please find 25 copies each of a conceptual plan for the proposed layout and a plan showing the current layout.

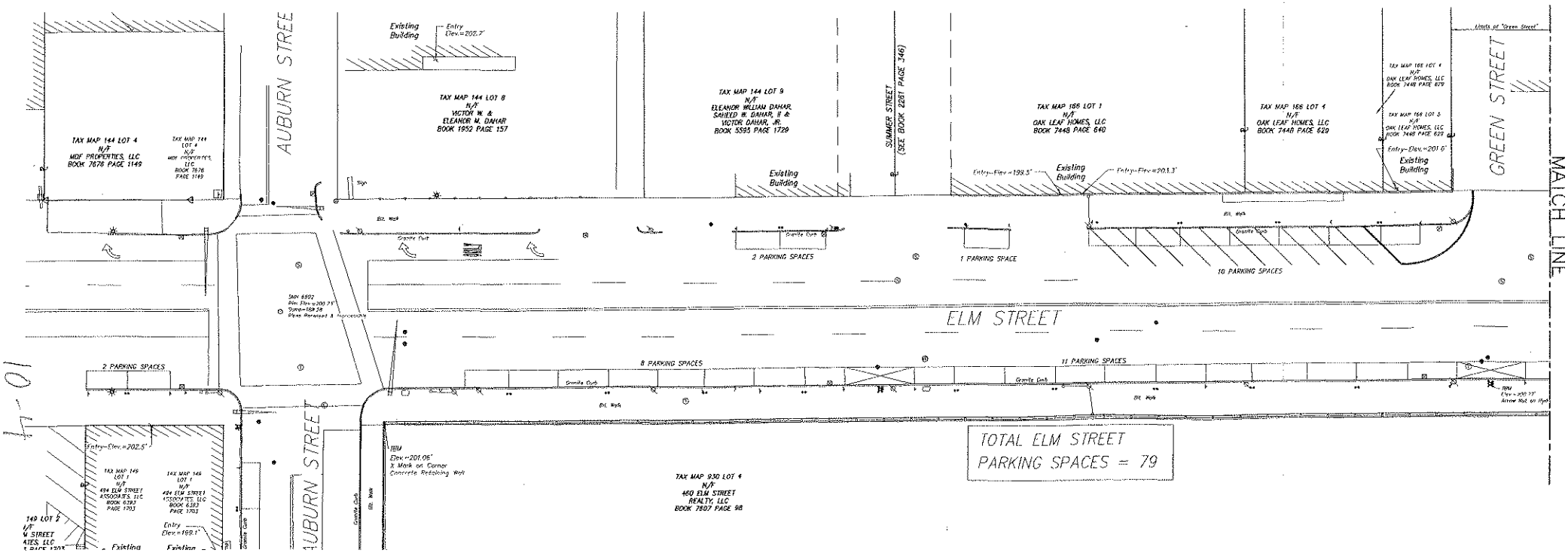
Very truly yours,

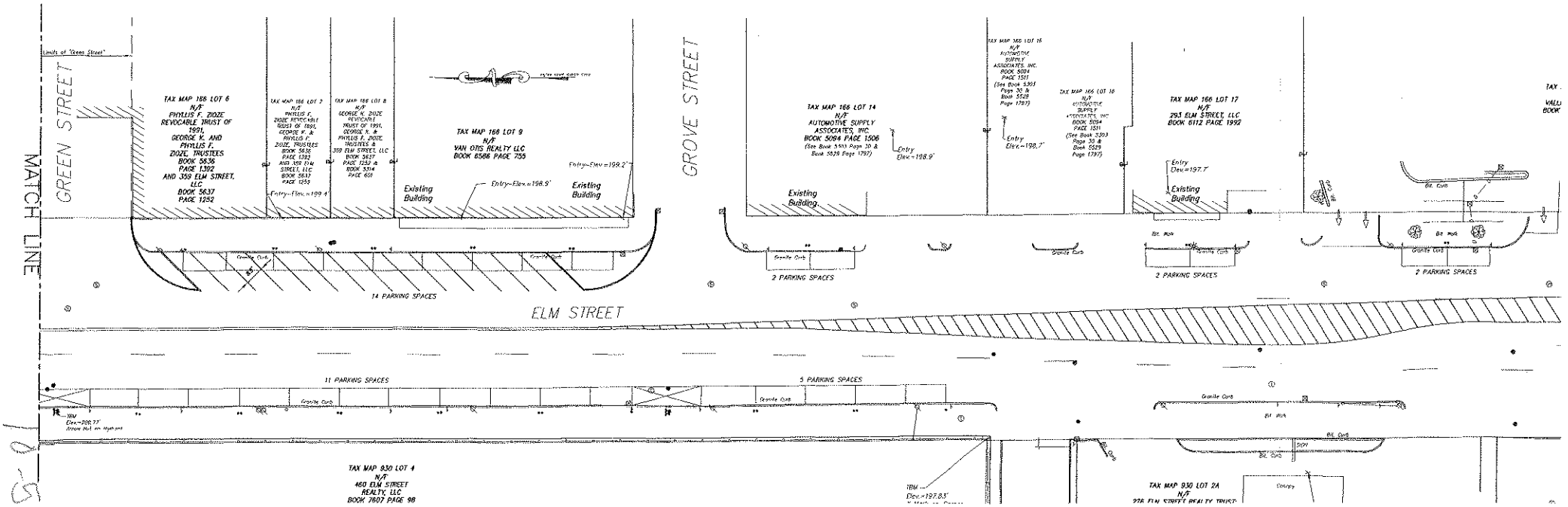
Dennis Anctil, P.E.

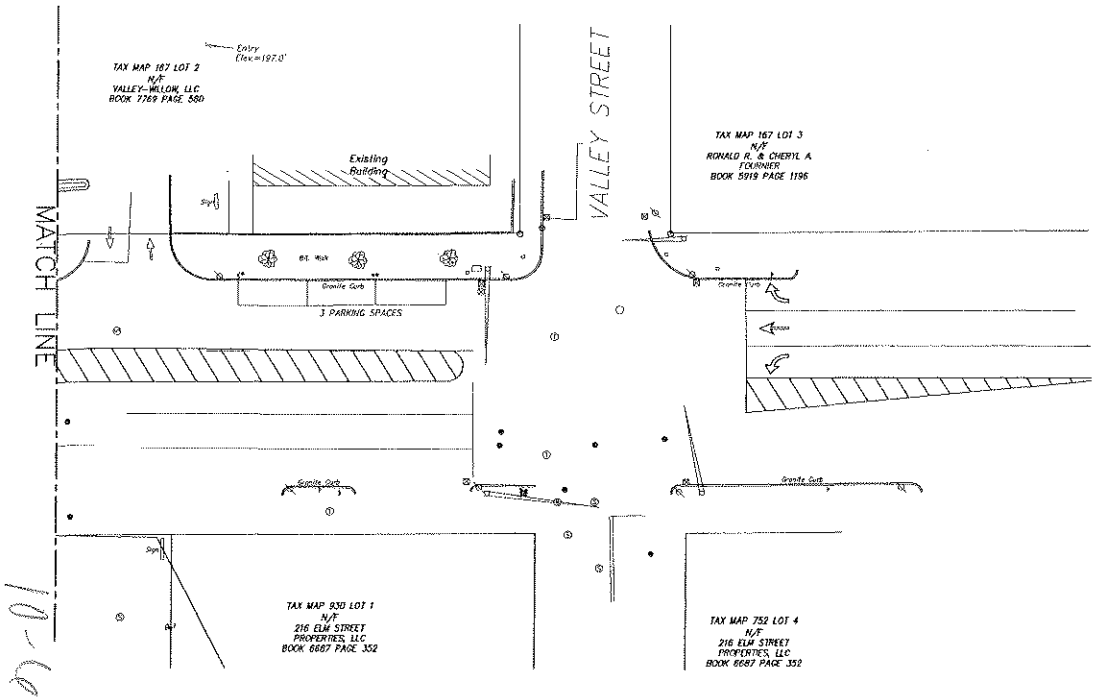
c/Kevin A. Sheppard, P.E.
Timothy Clougherty

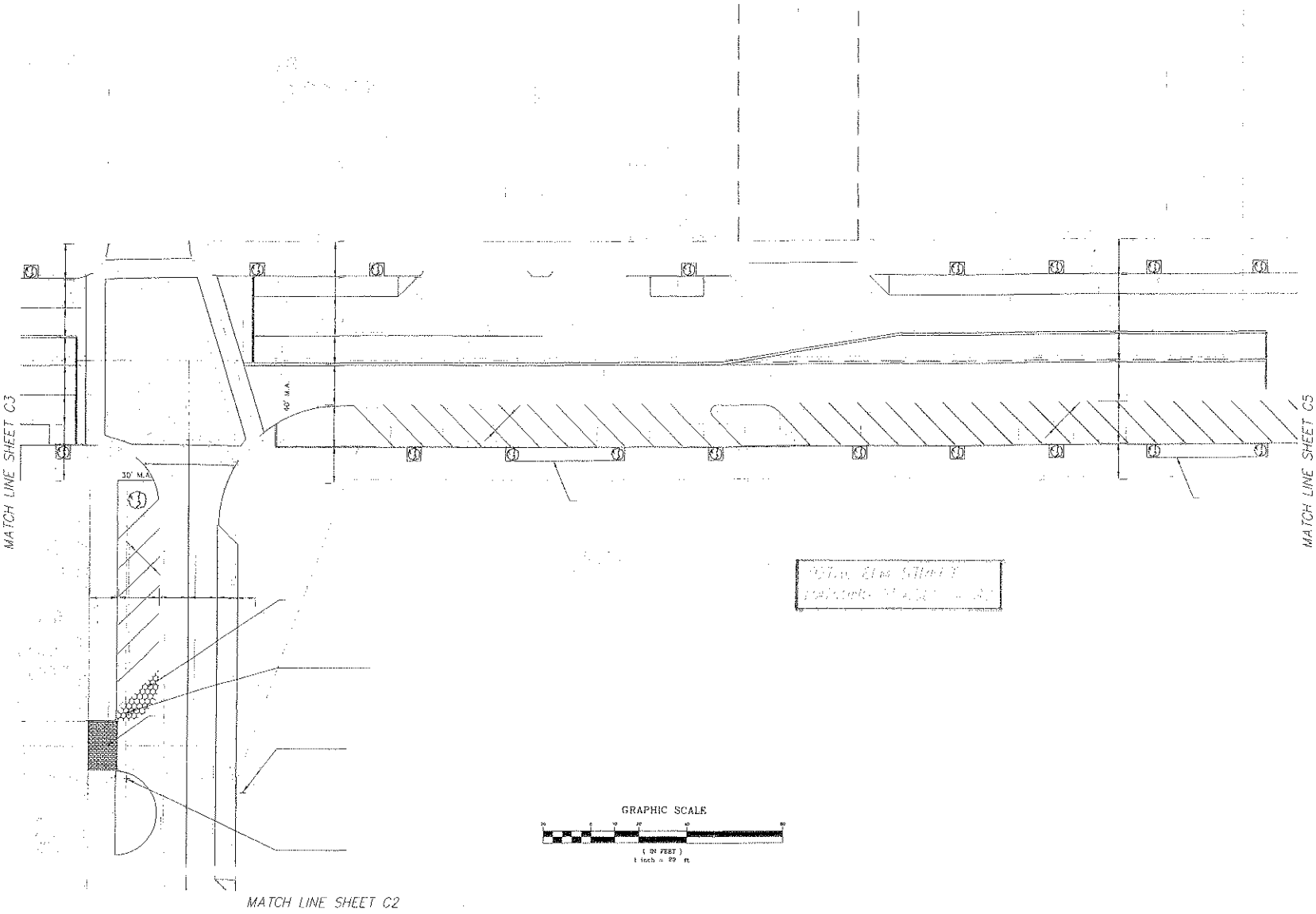
227 Maple Street • Manchester, New Hampshire 03103 • (603) 624-6444 • FAX: (603) 624-6487
E-mail: hiway@manchesternh.gov • Website: www.manchesternh.gov

10-3


AUBURN STREET
Existing Building
Entry Elev.=202.7'
TAX MAP 144 LOT 4
N/F
MDF PROPERTIES, LLC
BOOK 7676 PAGE 1149
TAX MAP 144 LOT 6
N/F
VICTOR M. & ELEANOR W. DAHAR
BOOK 1952 PAGE 157
TAX MAP 144 LOT 9
N/F
ELEANOR WILLIAN DAHAR, SAHEED W. DAHAR, II & VICTOR DAHAR, JR.
BOOK 5595 PAGE 1729
SUMMER STREET
(SEE BOOK 2261 PAGE 346)
TAX MAP 166 LOT 1
N/F
OAK LEAF HOMES, LLC
BOOK 7448 PAGE 640
TAX MAP 166 LOT 4
N/F
OAK LEAF HOMES, LLC
BOOK 7448 PAGE 629
GREEN STREET
MATCH LINE
Entry=Elev.=199.5'
Entry=Elev.=203.3'
Entry=Elev.=201.6'
2 PARKING SPACES
1 PARKING SPACE
10 PARKING SPACES
ELM STREET
8 PARKING SPACES
11 PARKING SPACES
2 PARKING SPACES
Entry=Elev.=202.5'
Entry Elev.=199.1'
TAX MAP 146 LOT 1
N/F
494 ELM STREET ASSOCIATES, LLC
BOOK 6393 PAGE 1703
TAX MAP 930 LOT 4
N/F
460 ELM STREET REALTY, LLC
BOOK 7807 PAGE 98
IRM
Elev.=201.06'
X Mark on Corner
Concrete Retaining Wall
TOTAL ELM STREET
PARKING SPACES = 79


GREEN STREET
GROVE STREET
ELM STREET
MATCH LINE
Limits of "Green Street"
TAX MAP 166 LOT 6
N/F
PHYLLIS F. ZIOZE
REVOCABLE TRUST OF
1991,
GEORGE K. AND
PHYLLIS F.
ZIOZE, TRUSTEES
BOOK 5636
PAGE 1392
AND 359 ELM STREET,
LLC
BOOK 5637
PAGE 1252
TAX MAP 166 LOT 7
N/F
PHYLLIS F.
ZIOZE REVOCABLE
TRUST OF 1991,
GEORGE K. &
PHYLLIS F.
ZIOZE, TRUSTEES
BOOK 5636
PAGE 1393
AND 359 ELM
STREET, LLC
BOOK 5637
PAGE 1255
Entry-Elev.=199.4'
TAX MAP 166 LOT 8
N/F
GEORGE K. ZIOZE
REVOCABLE
TRUST OF 1991,
GEORGE K. &
PHYLLIS F. ZIOZE
TRUSTEES &
359 ELM STREET, LLC
BOOK 5637
PAGE 1262 &
BOOK 5314
PAGE 651
TAX MAP 166 LOT 9
N/F
VAN OTIS REALTY LLC
BOOK 8586 PAGE 755
Entry-Elev.=198.9'
Entry-Elev.=199.2'
Existing
Building
Existing
Building
Granite Curb
14 PARKING SPACES
TAX MAP 166 LOT 14
N/F
AUTOMOTIVE SUPPLY
ASSOCIATES, INC.
BOOK 5094 PAGE 1506
(See Book 5393 Page 30 &
Book 5529 Page 1797)
Entry
Elev.=198.9'
Existing
Building
Granite Curb
2 PARKING SPACES
TAX MAP 166 LOT 16
N/F
AUTOMOTIVE
SUPPLY
ASSOCIATES, INC.
BOOK 5094
PAGE 1511
(See Book 5393
Page 30 &
Book 5529
Page 1797)
Entry
Elev.=198.7'
TAX MAP 166 LOT 18
N/F
AUTOMOTIVE
SUPPLY
ASSOCIATES, INC.
BOOK 5094
PAGE 1511
(See Book 5393
Page 30 &
Book 5529
Page 1797)
TAX MAP 166 LOT 17
N/F
293 ELM STREET, LLC
BOOK 6112 PAGE 1992
Entry
Elev.=197.7'
Existing
Building
Bit. Mork
2 PARKING SPACES
Bit. Curb
Bit. Walk
Granite Curb
2 PARKING SPACES
11 PARKING SPACES
Granite Curb
5 PARKING SPACES
Granite Curb
TBM
Elev.=206.77'
Arrow Nail on Hydrant
TAX MAP 930 LOT 4
N/F
460 ELM STREET
REALTY, LLC
BOOK 7607 PAGE 98
TBM
Elev.=197.83'
Granite Curb
Bit. Walk
Bit. Curb
Bit. Curb
Entry
TAX MAP 930 LOT 2A
N/F
278 ELM STREET REALTY TRUST


Entry
(Elev.=197.3')
TAX MAP 187 LOT 2
N/F
VALLEY-WILLOW, LLC
BOOK 7769 PAGE 580
Existing
Building
VALLEY STREET
TAX MAP 167 LOT 3
N/F
RONALD R. & CHERYL A.
FOURNIER
BOOK 5919 PAGE 1196
MATCH LINE
Granite Curb
3 PARKING SPACES
Granite Curb
Granite Curb
TAX MAP 930 LOT 1
N/F
216 ELM STREET
PROPERTIES, LLC
BOOK 6687 PAGE 352
TAX MAP 752 LOT 4
N/F
216 ELM STREET
PROPERTIES, LLC
BOOK 6687 PAGE 352



GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

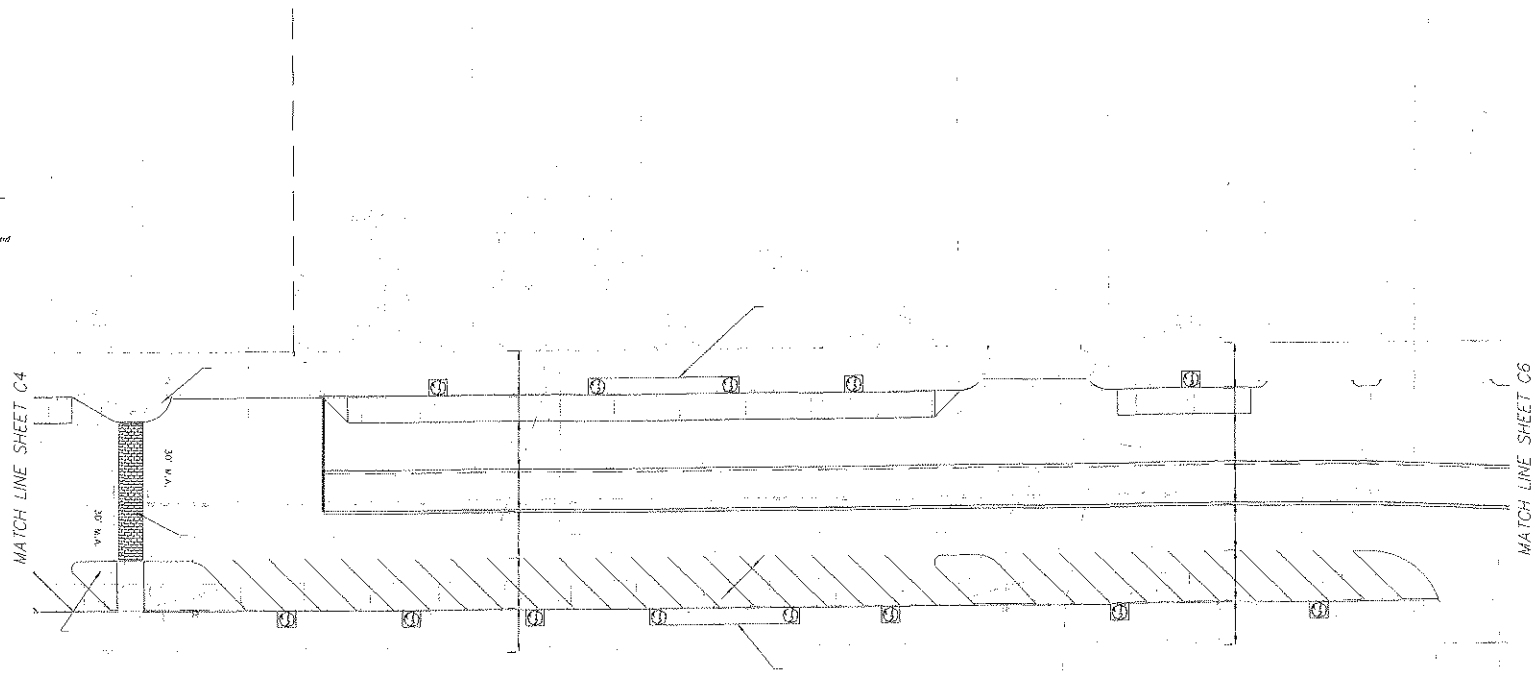
LEGEND

- Granite Bound Found
- Iron Pin/Drill Hole Found
- Telephone Manhole
- Sewer Manhole
- Drain Manhole
- Manhole
- Catch Basin
- Monitoring Well
- Water Valve
- Gate Valve
- Hydrant
- Light Pole
- Utility Pole
- Guy Wire
- Sign
- Electric Box
- Deciduous Tree
- Bollard
- Parking Meter
- Stockade Fence
- Chain Link Fence
- Sewer Line
- Drain Line
- Water Line
- Electric Line
- Telephone Line
- Overhead Wire
- Contour Line (Typ.)

CLD Consulting Engineers, Inc.
540 Commercial Street
Manchester, NH 03101
(603)669-8223 - FAX (603)668-8007
email: cldnh@cldengineers.com
MAINE - NEW HAMPSHIRE - VERMONT

LEGEND

- Granite Bound Found
- Iron Pin/Drill Hole Found
- Telephone Manhole
- Sewer Manhole
- Drain Manhole
- Manhole
- Catch Basin
- Monitoring Well
- Water Valve
- Gas Valve
- Hydrant
- Light Pole
- Utility Pole
- Guy Wire
- Sign
- Electric Box
- Deciduous Tree
- Bollard
- Parking Meter
- Stockade Fence
- Chain Link Fence
- Sewer Line
- Drain Line
- Water Line
- Electric Line
- Telephone Line
- Overhead Wire
- Contour Line (Typ.)



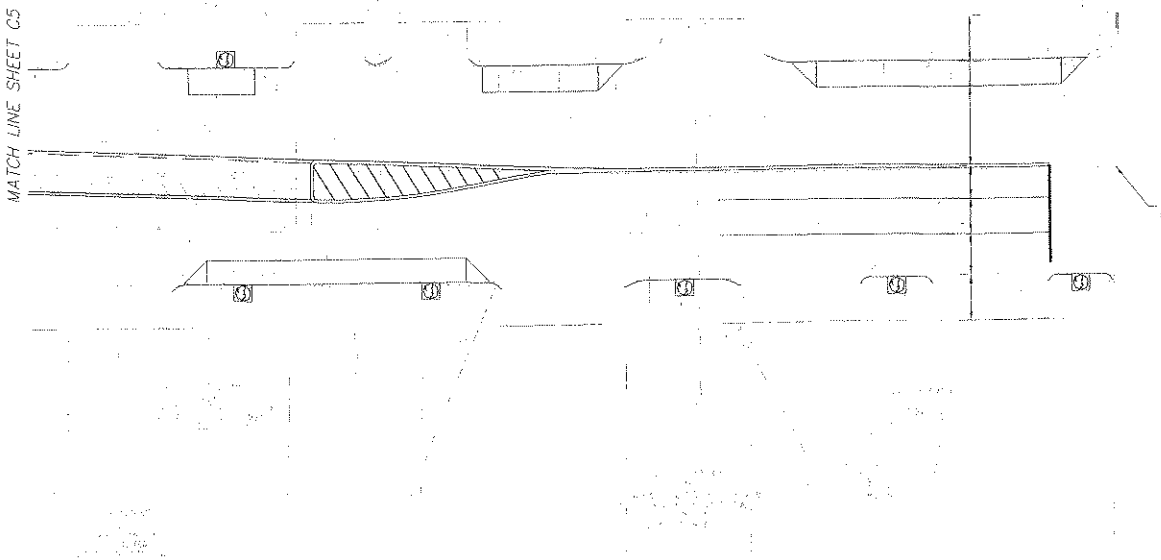
GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft

CLD Consulting Engineers, Inc.
540 Commercial Street
Manchester, NH 03101

LEGEND

- Granite Bound Found
- Iron Pin/Drill Hole Found
- Telephone Manhole
- Sewer Manhole
- Drain Manhole
- Manhole
- Catch Basin
- Monitoring Well
- Water Valve
- Gas Valve
- Hydrant
- Light Pole
- Utility Pole
- Guy Wire
- Sign
- Electric Box
- Deciduous Tree
- Bollard
- Parking Meter
- Stockade Fence
- Chain Link Fence
- Sewer Line
- Drain Line
- Water Line
- Electric Line
- Telephone Line
- Overhead Wire
- 195 Contour Line (Typ.)



GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

CLD CONSULTING ENGINEERS Inc.
540 Commercial Street
Manchester, NH 03101
(603)668-8223 · FAX (603)668-8652
email: cld@cldengineers.com
MAINE · NEW HAMPSHIRE · VERMONT
CLD Consulting Engineers, Inc.

10-9

tabled 4/5/10

CITY OF MANCHESTER
PARKING DIVISION

RECEIVED
MAR 29 2010
CITY CLERK'S OFFICE

Brandy Stanley
Parking Manager
bstanley@manchesternh.gov

March 28, 2010

Alderman Jim Roy
Chairman, Committee on Public Safety & Traffic
One City Hall Plaza
Manchester, NH 03101

Re: Canal Street Parking Lot – Request to Allow Public Parking

Dear Chairman Roy:

The Canal Street Parking lot opened for business in November 2009 in conjunction with the transit station on the corner of Canal and Granite. We were directed by this committee and the Board of Mayor and Aldermen to restrict daytime parking to users of the transit station.

At the time, it was the belief of the Parking Division, the Economic Development Office and Boston Express that the parking lot would in short order fill up with commuter parking. As is apparent from the statistics below, this has not been the case.

Month	Permits Purchased	Non-Event Weekday Meter Revenue
November	0	$39.75
December	0	$59.50
January	2	$28.50
February	1	$10.50
March	2	$47.00

We would like to request that the Committee allow us to open the parking lot to the general public. We will review the occupancy levels daily and will reinstate the restriction immediately should the parking lot begin to fill up with parkers not related to the transit center.

Please do not hesitate to contact me should you have any questions.

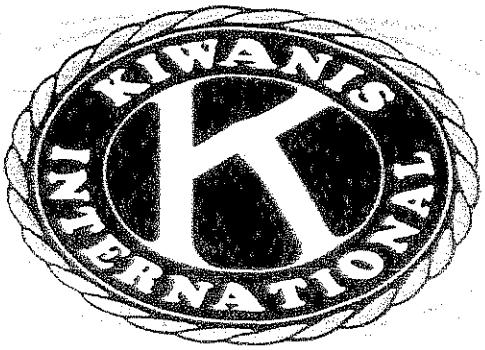
Sincerely,

Brandy Stanley

Brandy Stanley
Parking Manager

CC: William Sanders

4/5/10 Tabled Letter C
(Add Locations)



RECEIVED
MAR 29 2010
CITY CLERK'S OFFICE

KIWANIS CLUB OF MANCHESTER, NH

March 29, 2010

Committee on Public Safety, Health and Traffic
Board of Mayor and Aldermen
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Dear Aldermen:

The Kiwanis Club of Manchester respectfully requests approval to repair, replace, and add road signs per the attached list. We would supply 30" dia. road signs and 8"x24" location signs as shown in the brochure also attached. We would reimburse the Traffic Department @$16.72 per location to cover the cost of posts and fasteners where needed. If you wish, we would also supply additional signs for stock at the Traffic Dept. in the event replacements become necessary.

As most of the referenced locations currently host signs for similar civic interests we hope you will rule favorably in this matter. Thank You.

Jack Burke 668-1026

Bruce Willey 625-5501

P.O. Box 987, Manchester, NH 03105-0987 * www.kiwanismanchesternh.org

12-1

Kiwanis Club of Manchester Road Signs- March 29, 2010.

A. Currently in place:

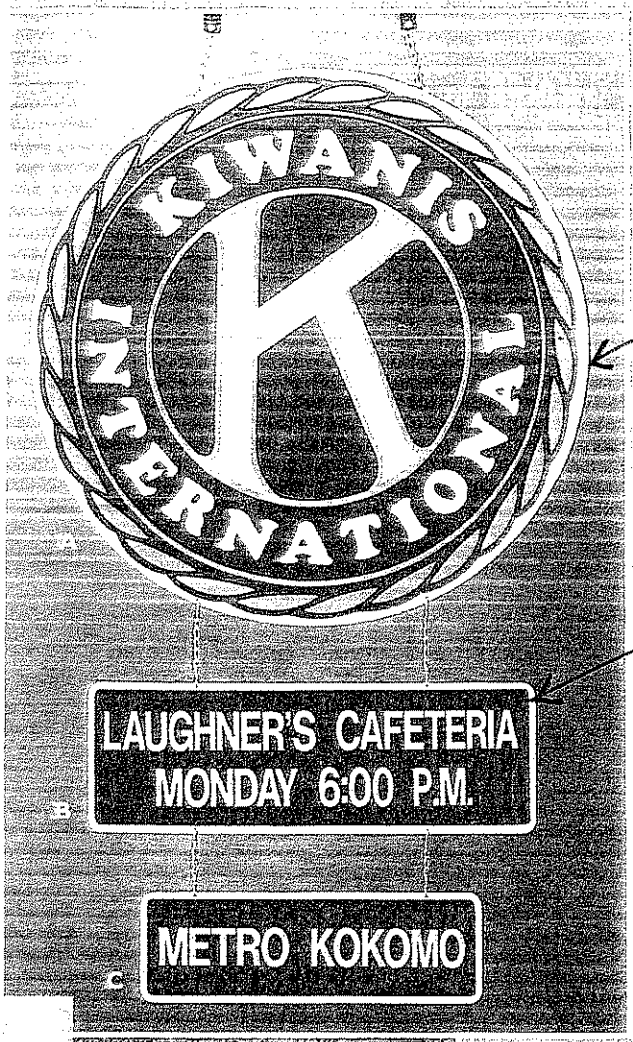
1. D.W. Highway southbound just north of Campbell St.
2. South Willow Street northbound in front of Liberty Trucks.

B. Need replacement:

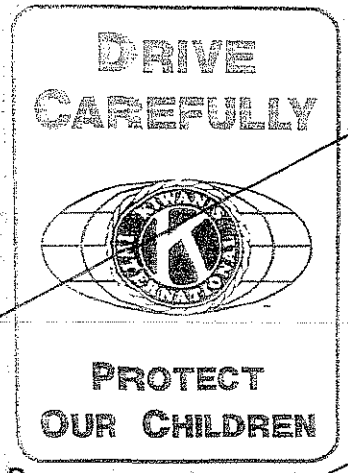
1. Bridge Street westbound approaching Mammoth Road.
2. Second Street northbound approaching Queen City Ave.

C. Add locations:

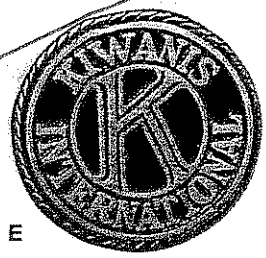
1. Brown Ave. northbound between the airport and 293.
2. Hanover Street westbound, west of 93.
3. Front Street, southbound approaching 293 on-ramp.
4. Elm Street southbound, just south of Salmon Street.
5. Boynton Street eastbound between city line and So. Main Street.



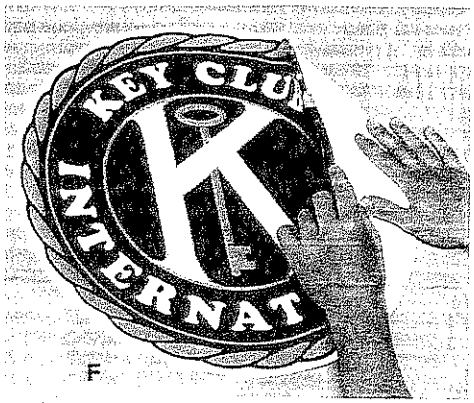
A



D



E



F

A. Kiwanis Road Sign

Heavy-gauge aluminum; reflective Scotchlite.® Single-faced signs are designed to mount on posts. Double-faced reflectorized road signs are designed for hanging from a bracket. (Bolts, posts, chains, and hooks not included.)

15232 30" sign, single-faced - 7.6 lbs $70.00
15233 30" sign, double-faced* $80.00
15230 18" sign, single-faced - 2.75 lbs $30.00
Double-faced signs may require additional drilling, depending on your mounting method.

B. Meeting Place And Time Plate

Scotchlite® reflective film on heavy-gauge aluminum. To be attached to the road sign post indicating the meeting place. (Bolts, posts, hooks, and chains not included.) Allows for two lines of lettering, maximum of 21 characters and spaces per line. Please MAIL, FAX or ORDER ON-LINE with exact wording. Shipped directly from manufacturer within 8-10 weeks of order receipt.

15234 8" x 24", single-faced - 2 lbs $42.00
15235 8" x 24", double-faced* $46.00
Double-faced signs may require additional drilling, depending on your mounting method.

C. City Or Town Plate

Scotchlite® reflective film on heavy-gauge aluminum. To be attached to the road sign post indicating the city or town where the club is located. (Bolts, posts, hooks, and chains not included.) Allows one line of lettering only, maximum 16 characters and spaces. Please MAIL, FAX or ORDER ON-LINE with exact wording. Shipped directly from manufacturer within 8-10 weeks of order receipt.

15236 6" x 18", single-faced - 1.5 lbs $32.00
15237 6" x 18", double-faced* $36.00
Double-faced signs may require additional drilling, depending on your mounting method.

D. Drive Carefully Safety Sign

Make your community a safer place to live. Heavy-gauge aluminum with reflective film and 2-color safety message printed on one side, 14" x 20".

15224 - 1.63 lbs $20.00

E. Cast Bronze Emblem

Emblem is threaded on back for secure mounting. Mounting screw included.

12860 5" diameter - 13.5 oz $18.00

F. Road Sign Decal

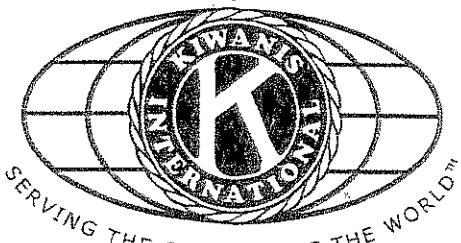
Renew your Kiwanis road signs. These self-adhesive decals are made of durable weather-resistant vinyl material in Kiwanis colors. Designed for application over existing signs.

12685 30" diameter Kiwanis decal - 6.2 oz $19.00
12690 18" diameter Kiwanis decal - 2.5 oz $11.00
21365 18" diameter Key Club decal - 2.5 oz $10.95

G. "Serving The Children Of The World" Banner

Display this big 8' wide x 2' high banner at your fund-raising and service events! Reinforced, weather-resistant vinyl has ten grommets for hanging. Silkscreened.

10321 - 1.75 lbs $32.00



G

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

The Public Safety, Health and Traffic respectfully advises, after due and careful consideration, that it has approved the following:

- Additional Street Parking for Verizon Wireless Arena staff from October 10 to 20 to accommodate the upcoming circus event; and
- A Wayfinding Sign Package submitted by Planning for a pilot program;

(Unanimous vote.)

At a meeting of the Board of Mayor and Aldermen held 10/2/2007 on a motion of Ald. Osborne duly seconded by Ald. Long the report of the Committee was accepted and its recommendations (adopted) ~~(denied)~~

City Clerk

Respectfully submitted,

Clerk of Committee

IN BOARD OF MAYOR AND ALDERMEN.
OCTOBER 2, 2007.
ACCEPTED. RECEIVED. ADOPTED.

A TRUE RECORD. ATTEST.

CITY CLERK

CITY OF MANCHESTER

Planning and Community Development

Robert S. MacKenzie, AICP
Director

Planning
Community Improvement Program
Growth Management

Staff to:
Planning Board
Heritage Commision
Millyard Design Review Committee

August 30, 2007

Committee on Public Safety and Traffic
City Hall
One City Hall Plaza
Manchester, NH 03101

re: Wayfinding Sign Package

Honorable Committee Members:

Last year we reviewed with you the concept of a Wayfinding sign package for the City. You requested some additional information and a final design for the sign package. We have completed the design of the program and have attached the following items:

1) The design of the standard sign;
2) A current photograph of the Salmon and Elm Street intersection along with a Photoshop rendition of how the intersection would look with new signage;
3) A detailed map of the North Downtown showing the location of all proposed signs and the destinations listed for each sign; and
4) A general policy for the Wayfinding System (the Committee reviewed and concurred with this policy last year).

Comprehensive and consistent signage throughout the City will make it easier for visitor's and newcomers to find key points within the City, reduce the current clutter of signs and will provide a positive image of Manchester.

If you concur with the attached items, the staff is prepared to go out to bid for the Pilot Area in conjunction with the Highway Department and Traffic Division. It is expected that the Pilot Area will include much of the North Downtown signage as shown on the map, depending upon the prices from the bid process.

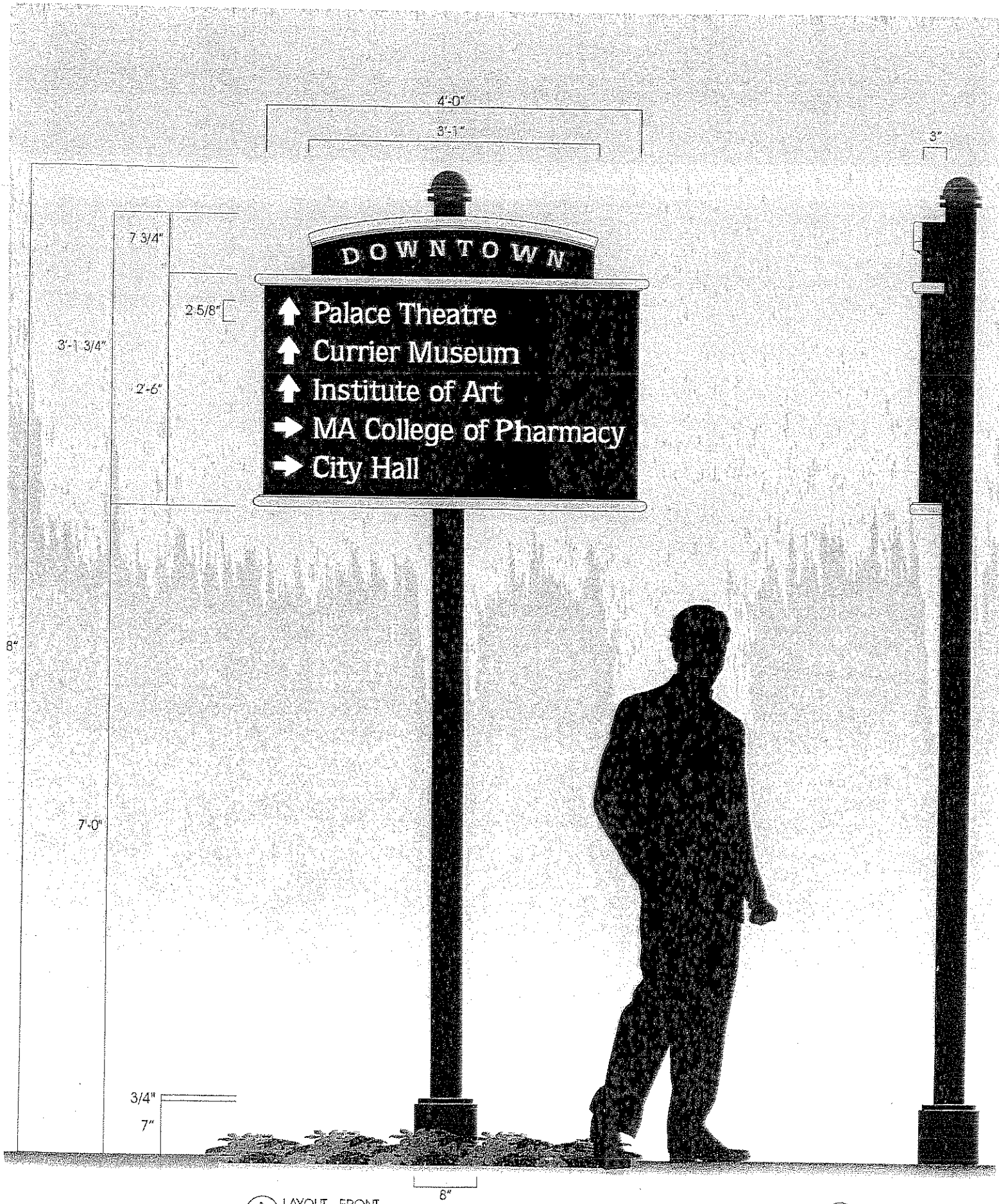
Our staff will be available to review this matter with you at your next meeting.

Sincerely,

Robert S. MacKenzie, AICP
Director of Planning and Community Development

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

12-5

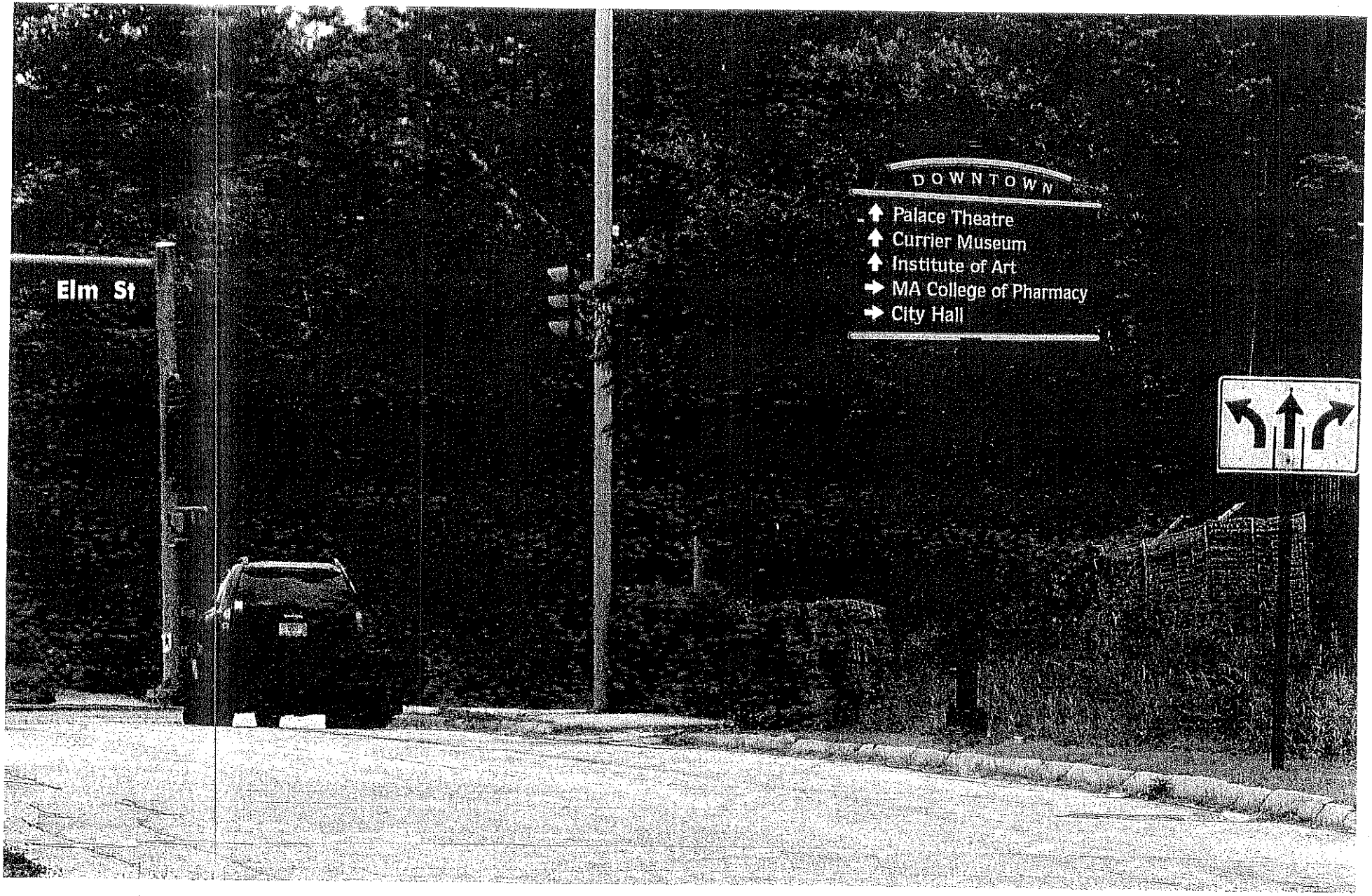


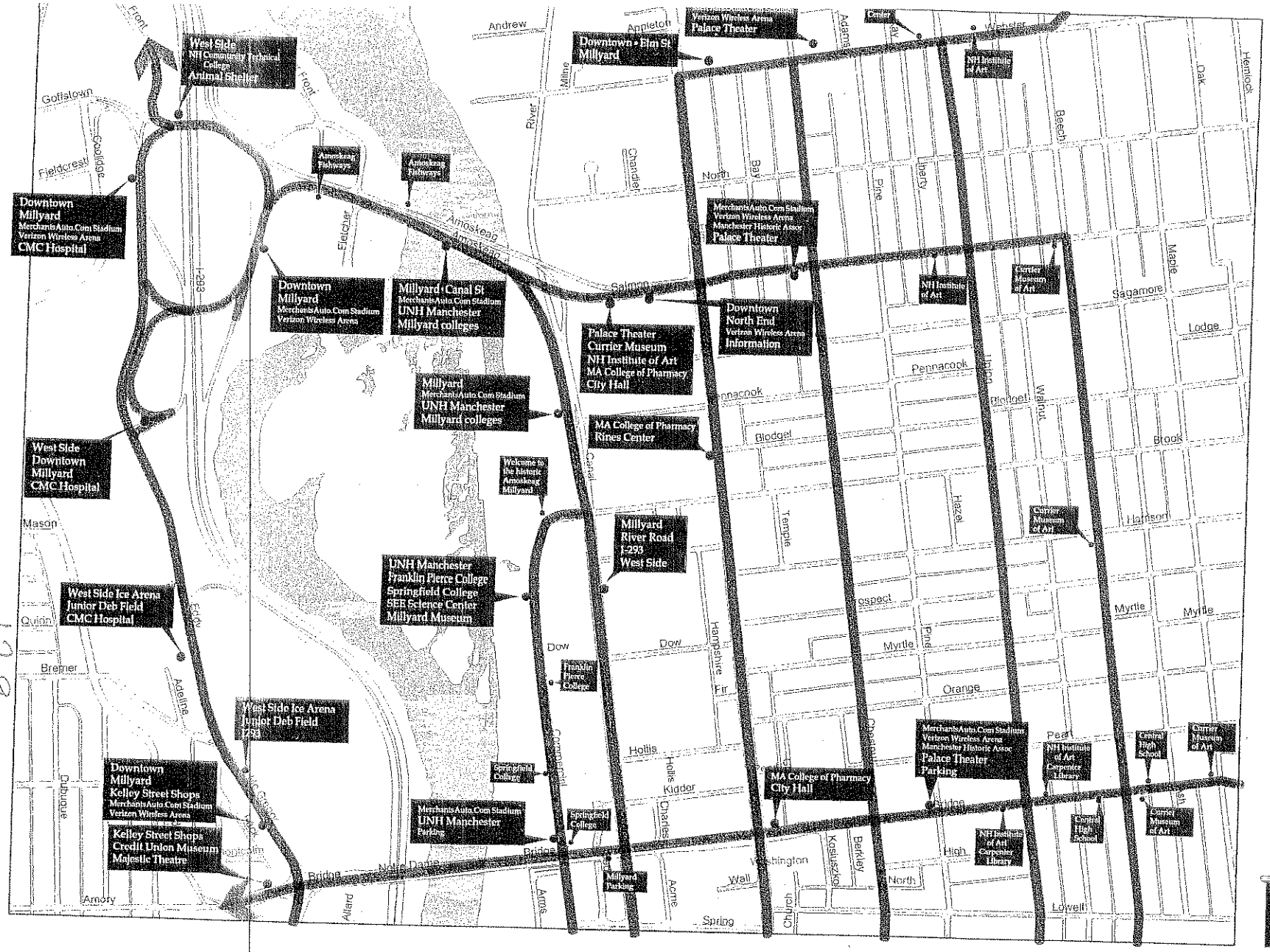
A LAYOUT - FRONT
SCALE: 3/4" = 1'-0"

B LAYOUT - SIDE
SCALE: 3/4" = 1'-0"

12-6

PALACE THEATRE
CHRISTIAN SCIENCE CHURCH
SOUTHERN NH UNIVERSITY
VET CENTER
ONEY


Elm St
DOWNTOWN
Palace Theatre
Currier Museum
Institute of Art
MA College of Pharmacy
City Hall



Signage Layout
Downtown North

Planning & Community Development
September 2007

MANCHESTER
Wayfinding

Wayfinding System

City of Manchester, New Hampshire
May, 2006

As Manchester grows towards becoming a world class small City with new businesses and institutions, there is a risk that a proliferation of signs will destroy part of that appeal, as well as creating a distraction for road users. Therefore, the purpose of the Manchester Citywide Wayfinding signage program is to help visitors from outside of the local area to find facilities easily and safely.

Guiding Principals

- The system is intended for visitors and new residents.
- The system is not meant for advertising.
- First impression and perception play an active role in determining the best route.
- The best route may not be the shortest or quickest.
- Terminology must be kept short and easily understood by a visitor
- Departure routes must be equally as important as arrival routes.

Goals

- Create a consistent wayfinding and identify system across a range of sign and publication mediums.
- Create a wayfinding program that focuses on directing visitors to major parking garages and destinations.
- Improve wayfinding and visitor information on events in the city.
- Establish wayfinding links to pedestrian paths in the city.
- Reduce the amount of visual clutter and proliferation of signs that can be distracting and make it difficult to find locations.
- Provide a positive image of the City.
- Establish ongoing administration and maintenance of the system.

Process

The wayfinding system will be administered by the Traffic Department with consultation of the Planning & Community Development Department and the Public Safety and Traffic Committee, as may be required. The Department shall be responsible for the location and maintenance of the sign systems and for the determination of what destinations will be identified in the wayfinding signage. Selection of destinations will be based upon the Criteria identified below. The Department shall annually review destinations to determine if certain locations will be deleted or added based upon the same Criteria.

The Department shall be responsible for determining the maximum number of destinations located on a particular sign or at a particular intersection. Excessive destinations can become confusing and

counteract the goal of the system. The Department shall also be responsible for determining the most appropriate pathway or pathways for each destination. Directional signs not consistent with the Wayfinding System will be removed by the Department.

Sign Types

Citywide Destination Wayfinding Signage

- The focus of this system is encouraging visitors to park their cars – then find their destinations
- District gateway signs for entrance to the city and major business areas and cultural districts and neighborhoods.
- Direct directional signs that include information leading to parking garages and lots.
- Destination directional signs that direct visitors to cultural attractions, major government buildings, shopping districts and neighborhoods.
- Trailblazer directional signs.
- Arrival signs marking the entrance to parking facilities and major cultural institutions.
- Consistent, simple, city map for handout in parking facilities, kiosks and attractions.

Pedestrian Signage

- Pedestrian wayfinding map and signs.
- Pedestrian/bicycle trail signs.

Neighborhood Signage

- We must allow each neighborhood to show their own unique characteristics while creating a coherent streetscape for the whole city. Components include:
- Standards and initiative for unique neighborhood gateways. (future)
- Standards for neighborhood banners (future)
- Street sign program with neighborhood identity

Eligibility Criteria for Types of Destinations

The following criteria limit the number of destinations which can be in the Wayfinding System. The Traffic Departments annual review will follow these criteria. The System is not intended for commercial advertising or the location of businesses.

Allowable Destinations

- Airport: A commercial or public general aviation airport approved by the Federal Aviation Administration

- Arena: A stadium, sports complexes, auditorium or civic center. The hour requirements no not apply to this category.

- Courthouse and Municipal building: A building housing the primary offices or for the convening of official legal activities for the city, county, state or federal government.

12-11

- College or university: An educational institutions that grants higher degrees and is fully accredited by the *New Hampshire Postsecondary Education Commission*

- Commercial concentration: A commercial district or commercial corridor containing more than 20 individual stores.

- Convention Center, Theaters, Arts Centers and Performing Arts centers: A facility for the performing arts, exhibits, conventions or concerts.

- District: A relatively large urban area with defined boundaries that share a common physical, ethnic, cultural or political character.

- Golf Course: A golf course open to the public that is at least 18 holes (non-par 3) and follows United States Golf Association regulations. The golf course must have an on-site Clubhouse.

- Hospital: An institution providing primary health services and medical or surgical care to person suffering from illness, disease, injury, etc. Must be open for emergency care 24 hours a day.

- Library: A building where books, manuscripts, historical documents, and other information are stored for public access.

- Museum, gallery: A Facility in which works of artistic, historical, or scientific value are cared for and exhibited to the public.

- Parking facilities: A structure or lot which provides a minimal of 50 spaces for parking.

- Railroad/Bus Stations: A passenger terminal utilized for discharging and picking up passengers and ticketing.

- Recreation Area, Forest or Wildlife Refuge: An area designated under federal, state or local jurisdiction made available to the public.

- Snow Ski Area: A facility with those recreational amenities normally present at snow ski facility (mechanical lifts, down hill skiing, tubing, snowboarding, etc). This is considered a seasonal attraction. Months of operational do not apply to this category.

- Visitor Information Center: A facility where the primary purpose of its operation is to provide information and tourist supportive services.

Signs will not normally be provided for the following:

1. Residential property
2. Individual commercial business
3. Social and sports clubs
4. Hotels/Bed and Breakfasts
5. Religious Institutions

Visitation Requirements

For an attraction to be eligible for inclusion in the signing system, it must have a minimum annual visitation of 1,500. Pedestrian signs may have a lower criteria threshold.

General Eligibility Requirements

The following general criteria must be met by all attractions in order to be eligible for inclusion in the Wayfinding Signing System.

General: The attraction shall be open to all persons regardless of race, color, religion, ancestry, national origin, sex, age or handicap: comply with all federal, State and local regulations and statutes for public accommodations concerning health, sanitation and safety.

Admission Charge: If a general admission is charged, it shall be collected upon the entry and other charges shall be clearly displayed, at the place of entry as to be readily visible.

Minimum Annual Attendance: The establishment must be used by and attract a particularly large number of visitors who are unfamiliar with the area. The annual attendance requirement is 1,500. More than 50% of the total annual attendance must be from actual tourist traffic.

Road System: The location of the attraction shall not require motorists to perform any illegal movements or U-turns and the roads shall be capable of handling the anticipated traffic column and types of traffic. Motorists shall be able to readily return to the street or highway and proceed in the original directional of travel after visiting the attraction. This may result in the attraction being required to install signing to guide the motorist to their original directional of travel.

Hours of Operation: Attractions other than arenas, schools, colleges/universities, performing arts centers shall maintain regular hours and schedules and be open to the public for a minimum of 104 days a year. Attractions shall maintain regular hours and schedules and be open to the public without any prior booking at least two days each week, six hours per day, and a minimum of eight months of the year.

Destination Publicity: The establishment must show evidence of promotion to the tourist market, e.g. a publicity leaflet or advertising.

Other Signs: The Attraction shall have no illegal advertising sign along any of the roadways. In addition, no other type of previously approved destination signing will remain, within the right-of-way including previously approved signs. Attractions with sign violations of City, State and or Federal laws or regulations will not be authorized to participate in the Signing System.

On-premise Sign: The attraction shall have an on-premise sign that is readily visible.

Seasonality: Signs for seasonal attractions such as farmers markets or summer concert series may be displayed when warranted. A minimum of 3 consecutive months with an attraction each week must exist. Such signing shall state the days of operation for the seasonal attractions and the signs will only be erected during the time period of the seasonal attraction.

Sign Design: Wayfinding signs will be fabricated by the Traffic Department. The designs of the signs will be at the discretion of the Traffic Department following the principles of the MUTCD and

the Standard Highway Signs book. Generic or international symbol for the category of the attraction may be considered for the incorporation on the signs. In certain instances, it may be appropriate to include a standard logo of a destination such as the Manchester Airport.

Sign Installation: Signs will be installed by the Traffic Department. The installation location of the signs will be at the discretion of the Traffic Department following the principles of the IMUTCD.

Sign Maintenance: Signs will be installed and maintained by the Traffic Department.

Sign Placement: Signs for eligible attractions may be authorized to provide direction for motorists from the nearest major state highway(s) to the attraction. Signs will be placed on the most direct route to the attraction to best serve the motoring public.

Signage Location

Selection of Destinations and Zones to be shown at each decision point or intersection shall be the decision of the Traffic Department. Generally speaking signs for vehicular traffic must be limited to five or at most six locations while pedestrian signs can have up twice that amount. Factors to be considered in selection include:

1. Density of destinations in a particular Zone.
2. Best pathway to a particular Zone or Destination.
3. Relative size of and distance to various destinations.

To demonstrate how these factors work, we can look at two different intersections. The off-ramp from I293 to Granite Street will be a major gateway into the City. This location has a very high density of destinations within close proximity. Since it is not possible to place all of the destinations at this sign location, the signage will focus on Zones and generic categories. The six items shown might therefore include: Westside, Downtown, Millyard, Colleges, Arena and Baseball Stadium. Of these, the first three are Zones, the fourth (Colleges) is a generic category and only two are specific destinations. These two make it to the list because they are very large attractions and they are very close to the gateway.

The intersection of Mammoth Road and Bridge Street is another major gateway into the City from I-93. By comparison, however, it has a lower density of destinations in the immediate zone. Therefore, more specific destinations (at a greater distance away) can be included. Therefore, the six at this location might be: Downtown, McIntyre Ski Area, Veterans Hospital, Derryfield Park, the Currier and the Elliot Hospital.