

CITY OF SOMERSWORTH  
CITY COUNCIL MEETING

AGENDA FOR AUGUST 11, 2014

6:30 P.M. – A) PUBLIC HEARING ON ORDINANCE NO. 1-15 SUPPLEMENTAL APPROPRIATION FOR BUILDING IMPROVEMENTS FOR THE REUSE OF THE FORMER HILLTOP SCHOOL, AND B) PUBLIC HEARING ON RESOLUTION NO. 1-15 TO ESTABLISH A TRUST FUND FOR THE PURPOSE OF HOLDING POST-WITHDRAWAL CAPITAL PAYMENTS MADE BY THE ROLLINSFORD SCHOOL DISTRICT TO THE SOMERSWORTH SCHOOL DISTRICT PENDING PAYMENT ON OUTSTANDING BONDED SCHOOL DEBT, 1996 - SERIES

7:00 P.M. – CITY COUNCIL MEETING

1. Roll Call of Members
2. Pledge of Allegiance
3. Minutes of Previous Meetings
  - A. Minutes of Workshop Held on 7/21/2014.
  - B. Minutes of City Council Meeting Held on 7/21/2014.
4. Comments by Visitors
5. Announcements by Councilors
6. Communications
7. Presentation of Petitions and Disposal Thereof by Reference or Otherwise
8. Mayor's Report
9. Reports of Standing Committees
10. Reports of Special Committees, City Officers and City Manager
11. Nominations, Appointments and Elections
12. Lay on Table
13. Unfinished Business

Nominations:

A. Planning Board

- Mark Richardson, Regular Member, Term to Expire 04/17.

- Harold Guptill, Regular Member, Term to Expire 04/17.

B. Conservation Commission

- Scott Orzechowski, Regular Member, Term to Expire 04/17.
- Frank Richardson, Regular Member, Term to Expire 04/17.
- Elizabeth Wilson, Regular Member, Term to Expire 04/17.
- Imants Millers, Alternate, Term to Expire 04/17.

C. Supervisor of the Checklist, Ward 2

- Nancie Cameron, Term to Expire 04/19.

Ordinances:

- Ordinance No. 1-15 Supplemental Appropriation for Building Improvements for the Reuse of the Former Hilltop School.
- Ordinance No. 2-15 Amend Chapter 4, Personnel Rules & Regulations, Appendix 1, Assignment of Class to Grade for Human Resources Manager, Recreation Supervisor and Cable Access Coordinator.

Resolutions:

- Resolution No. 1-15 To Establish a Trust Fund for the Purpose of Holding Post-Withdrawal Capital Payments Made by the Rollinsford School District to the Somersworth School District Pending Payment on Outstanding Bonded School Debt, 1996 – Series C Bonds, Dated August 15, 1996.
- Resolution No. 2-15 To Authorize the City of Somersworth Trustees of Trust Funds to Pay Fees for Banks, Brokerage Firms, Portfolio Management Firms, and/or Investment Advisors from Capital Reserve Income.
- Resolution No. 4-15 To Notify the City Tax Collector that the City Council shall not Accept a Tax Deed on Properties Located on Wexford Lane Subject to an Unredeemed Tax Lien.
- Resolution No. 5-15 To Notify the City Tax Collector that the City Council shall not Accept a Tax Deed on Certain Properties Subject to an Unredeemed Tax Lien.
- Resolution No. 7-15 To Direct the City Manager to Draft a Resolution to Bond \$3,000,000 (Three Million Dollars) to Bring Hilltop School in Compliance with Current Building and Life Safety Codes.

14. New Business

Ordinances:

A. Ordinance No. 3-15 Supplemental Appropriation for Additional Improvements as Part of the Downtown Improvement Project.

B. Ordinance No. 4-15 Supplemental Appropriation for Additional Funding for High Street and Tri-City Road Improvements.

Other:

A. Vote to Authorize the City Manager to Sign TE Grant Funding Letter.

15. Comments by Visitors
16. Closing Comments by Council Members
17. Future Agenda Items
18. Nonpublic Session (as necessary, pending roll call vote by Council)
19. Adjournment

ORDINANCE NO. 3-15 SUPPLEMENTAL APPROPRIATION FOR ADDITIONAL IMPROVEMENTS AS PART OF THE DOWNTOWN IMPROVEMENT PROJECT.

Somersworth, NH  
August 11, 2014

THE CITY COUNCIL OF THE CITY OF SOMERSWORTH ORDAINS THAT pursuant to Section 7.7(a) of the City Charter:

The annual budget for the City of Somersworth for Fiscal Year 14-15 is amended as follows:

Appropriate \$180,000 from Unassigned Fund Balance to the Other Expenses section of the FY 14-15 General Fund budget as follows:

Original Budget	Amendment	Revised Budget
\$ 1,455,231	\$ 180,000	\$ 1,635,231

Approved as to Funding:

Recorded by:

Scott A. Smith  
Director of Finance and Administration

Diane Dubois  
City Clerk

Background:

This ordinance appropriates the use of Unassigned Fund Balance for additional funding required to complete the Downtown Improvements Project. A 20% contingency has been included with the funding required.

***This Ordinance requires a public hearing and requires a 2/3 majority vote of the City Council after the public hearing subject to Section 7.4.1 and Section 7.7 (A) of the City Charter.***

Introduced by Councilors

David Witham  
Dale R. Sprague  
Martin Pepin

Approved:

City Attorney



ORDINANCE NO. 4-15 SUPPLEMENTAL APPROPRIATION FOR ADDITIONAL FUNDING FOR HIGH STREET AND TRI-CITY ROAD IMPROVEMENTS.

Somersworth, NH  
August 11, 2014

THE CITY COUNCIL OF THE CITY OF SOMERSWORTH ORDAINS THAT pursuant to Section 7.7(a) of the City Charter:

The annual budget for the City of Somersworth for Fiscal Year 14-15 is amended as follows:

Appropriate \$1,498,000 from Unassigned Fund Balance to the Other Expenses section of the FY 14-15 General Fund budget as follows:

Original Budget	Amendment	Revised Budget
\$ 1,455,231	\$ 1,498,000	\$ 2,953,231

Approved as to Funding:

Recorded by:

Scott A. Smith  
Director of Finance and Administration

Diane Dubois  
City Clerk

**Background:**

This ordinance appropriates the use of Unassigned Fund Balance for the purpose of paving and other improvements to a portion of High Street and Tri-City Road. Resolution 21-14 provided a bond in the amount of \$1,100,000 used to fund a portion of this project. The purpose of this supplemental appropriation is to provide the additional funding required to complete the paving and other improvements. The proposed supplemental appropriation includes an additional 5% for contingency, 1% for Quality Assurance testing, and 1% for inspection.

***This Ordinance requires a public hearing and requires a 2/3 majority vote of the City Council after the public hearing subject to Section 7.4.1 and Section 7.7 (A) of the City Charter.***

Introduced by Councilors

David Witham  
Dale R. Sprague  
Martin Pepin

Approved:

City Attorney

# SOMERSWORTH, NEW HAMPSHIRE

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City of Somersworth  
One Government Way  
Somersworth, NH 03878



City Hall  
603.692.4262  
[www.somersworth.com](http://www.somersworth.com)

August 12, 2014

Mr. Charles Willeke  
Bureau of Planning & Community Assistance  
John O. Morton Building  
7 Hazen Drive  
PO Box 483  
Concord, NH 03302-0483

Dear Mr. Willeke:

I am in receipt of your email dated July 28, 2014 where you request a letter of acknowledgement from the City of Somersworth regarding the funding availability for our Transportation Enhancement grant. The City acknowledges the risk that if this project uses advanced construction funding, then future federal funds will not be available for reimbursement to the City until a federal solution for the Highway Trust Fund solvency issue is achieved and a multiyear reauthorization bill is passed by Congress.

Respectfully,

Robert M. Belmore, ICMA-CM  
City Manager

TRANSPORTATION ENHANCEMENT PROGRAM  
LOCAL PROJECT AGREEMENT  
FOR

CITY OF SOMERSWORTH  
STATE VENDOR #: 177476  
STATE PROJECT #: 16049  
FEDERAL PROJECT #: X-AD01(199)

THIS AGREEMENT, executed in *triplicate*, is made and entered into this 7<sup>th</sup> day of February, 2018 between the NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT", and the CITY OF SOMERSWORTH, hereinafter called the "PROJECT SPONSOR".

WITNESSETH that:

WHEREAS, the DEPARTMENT and the PROJECT SPONSOR have determined that a project for pedestrian and bicycle improvements on High Street, Market Street and Main Street in the City of Somersworth is an eligible project for funding under the Transportation Enhancement Program created by the Intermodal Surface Transportation Efficiency Act of 1991, (ISTEA); and

WHEREAS, the DEPARTMENT has established Transportation Enhancement Project #15049 (the "Project") for the aforesaid project in the amount of Four hundred seventy-four thousand three hundred forty-six dollars and sixty-nine cents (\$474,346.69) with eighty percent (80%) of that cost coming from Federal Highway funds, such amount being Three hundred seventy-nine thousand four hundred seventy-seven dollars and thirty-five cents (\$379,477.35), and the remaining twenty percent (20%) of that cost coming from the PROJECT SPONSOR, such amount being Ninety-four thousand eight hundred sixty-nine dollars and thirty-four cents (\$94,869.34); and

WHEREAS, the PROJECT SPONSOR has submitted an Application (09-48TB) to sponsor the Project (the "Application") and the DEPARTMENT has accepted the Application; and

WHEREAS, the Application, by reference, is hereby made a part of this AGREEMENT; and

WHEREAS, the PROJECT SPONSOR desires to act as Sponsor and Manager of the Project; and

WHEREAS, the DEPARTMENT desires to cooperate with the PROJECT SPONSOR in accomplishing the Project;

NOW, THEREFORE, in consideration of the above premises and in further consideration of the agreements herein set forth by and between the parties hereto, it is mutually agreed as follows:

**I. DUTIES AND RESPONSIBILITIES OF THE PROJECT SPONSOR:**

- A. The PROJECT SPONSOR shall comply with all Federal and State of New Hampshire laws and rules, regulations; and policies as applicable under the Federal-aid Highway Program for Federal Aid Construction Contracts.
- B. The PROJECT SPONSOR shall manage the design, environmental study, right-of-way acquisition and construction of the Project. This management is described in the current

version of the DEPARTMENT's document titled "Local Public Agency Manual for the Development of Projects", as it may be amended from time to time, and, by reference, is hereby made a part of this AGREEMENT.

- C. The PROJECT SPONSOR shall provide or cause to provide for both the maintenance of the Project during construction and subsequent maintenance of all Project elements together with the maintenance of sidewalks, which includes winter snow and ice removal in accordance with the requirements of 23 CFR 1.27 and 23 CFR 35.133, once the work under this AGREEMENT is completed. Unless agreed otherwise at Project completion, the DEPARTMENT's maintenance responsibility shall be no greater than that which exists within the proposed Project limits on High Street, Market Street and Main Street prior to the start of construction. Should operational adjustments be necessary, the PROJECT SPONSOR agrees that no changes will be made without prior approval of the DEPARTMENT and the Federal Highway Administration.
- D. The PROJECT SPONSOR shall submit monthly progress reports and invoices to the DEPARTMENT for reimbursement of its share of the amounts paid to engineering, environmental and/or right-of-way consultants and construction contractors for the performance of the work set forth in the Application or agreed upon at the scoping meeting. The invoice structure shall include details of work completed consistent with the Scope of Work as defined in the Application, as well as backup information to support the charges. The PROJECT SPONSOR shall certify that the invoices properly represent payment for work that has been completed and paid for by the PROJECT SPONSOR.
- E. The PROJECT SPONSOR is required to maintain all project and financial records pertinent to the development of the Project for three (3) years beyond the date of the DEPARTMENT's final voucher. The DEPARTMENT will send a letter to the PROJECT SPONSOR with the date of final voucher. If there is a failure to maintain this documentation, NHDOT and/or Federal Highway Administration could take an action up to and including requesting a refund of all reimbursed project costs.
- F. The PROJECT SPONSOR shall defend, indemnify and hold harmless the DEPARTMENT and its officials, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any act or omission of the PROJECT SPONSOR or its subcontractors in the performance of this AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire or the DEPARTMENT, which immunity is hereby reserved. This covenant shall survive the termination of this AGREEMENT.
- G. **Non-Discrimination:**
1. The PROJECT SPONSOR agrees that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-1 through 2000d-4 (referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, US Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Non-Discrimination in Federally-Assisted Programs of The Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964" (referred to as the "REGULATIONS"), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the PROJECT SPONSOR receives Federal financial assistance extended by the State of New

Hampshire. This AGREEMENT obligates the PROJECT SPONSOR for the period during which Federal financial assistance is extended.

2. The PROJECT SPONSOR hereby gives assurance as required by subsection 21.7(a)(1) of the REGULATIONS that it will promptly take any measures necessary to effectuate this AGREEMENT, including but not limited to the following specific assurances:
  - a. That each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the REGULATIONS will be conducted or operated in compliance with all requirements of the REGULATIONS.
  - b. That the PROJECT SPONSOR shall insert the following notification in all solicitations for negotiated agreements or bids for work or material made in connection with this Project: *The PROJECT SPONSOR hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.*
  - c. That the PROJECT SPONSOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DEPARTMENT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The PROJECT SPONSOR shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DEPARTMENT-assisted contracts. The DEPARTMENT's DBE program, as required by 49 CFR part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the PROJECT SPONSOR of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq).
  - d. That the PROJECT SPONSOR shall include the following assurance in each contract signed with a contractor, and each subcontract the prime contractor signs with a subcontractor: *The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DEPARTMENT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.*
3. The PROJECT SPONSOR shall insert a copy of the required provisions of Federally-assisted construction contracts in accordance with Executive Order 11246, Equal Employment Opportunity, and 41 CFR Part 60-4, Affirmative Action Requirements, in each contract entered into pursuant to this AGREEMENT. Required Federal contract provisions can be obtained through the DEPARTMENT's Labor Compliance Office (271-6612) or Online at: <http://www.oh.doh.org/administration/contracts/documents>.

H. If there is a default of any nature to this AGREEMENT, the PROJECT SPONSOR shall be required to reimburse the DEPARTMENT and/or the Federal Highway Trust Fund for all funds expended under this Project.

## II. DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT:

- A. The DEPARTMENT shall review the Project engineering plans, environmental documents and contract documents applicable to the Federal Highway Administration and State of New Hampshire requirements for a Federally-funded project and submit appropriate documentation to the Federal Highway Administration to receive Federal approval.
- B. The DEPARTMENT shall reimburse its share to the PROJECT SPONSOR after receipt and approval of properly documented invoices that have been certified by the PROJECT SPONSOR as properly representing work that has been completed and paid for by the PROJECT SPONSOR.
- C. The DEPARTMENT shall use its best efforts to obtain authorization of the Project from the Federal Highway Administration.

## III. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE DEPARTMENT AND THE PROJECT SPONSOR:

- A. That the PROJECT SPONSOR will not incur any Project costs nor enter into any agreement with any third party, including but not limited to consultants, contractors, or engineers until such time that it receives a written notice to proceed from the DEPARTMENT to do so.
- B. That the maximum amount of funds available for this Project for reimbursement under this AGREEMENT from the DEPARTMENT shall be as set forth in paragraph 4 of page 1. As the scope of the Project is finalized, should the costs for the Project exceed the amount budgeted, the DEPARTMENT agrees to review Project costs for consideration of additional funding. Neither the DEPARTMENT nor the Federal Highway Administration will be responsible for any expenses or costs incurred by the PROJECT SPONSOR under this AGREEMENT in excess of the above amounts unless the DEPARTMENT expressly authorizes additional funding prior to the work being performed.
- C. That the PROJECT SPONSOR shall invoice the DEPARTMENT for incurred costs on a monthly basis and the DEPARTMENT will process these invoices for payment in an expeditious manner.
- D. That the PROJECT SPONSOR agrees to commence the Project within three (3) months after the date of this AGREEMENT and substantially complete the Project within two (2) years after the date of the first notice to proceed date given by the DEPARTMENT, unless earlier terminated as provided herein. The PROJECT SPONSOR may apply to the DEPARTMENT for an extension. Failure to meet either deadline without good cause may cancel the DEPARTMENT's participation in this Project at its discretion. Any remaining funds will be forfeited. The PROJECT SPONSOR is responsible for informing and coordinating a new Project completion date that will need to be approved by the DEPARTMENT if any condition arises that may result in either deadline being unattainable.

E. That the PROJECT SPONSOR will attend a meeting with the DEPARTMENT's representative after signing this AGREEMENT to discuss the Project's scope, budget and schedule. The PROJECT SPONSOR will subsequently provide a schedule showing project milestones with dates. Failure to meet these dates could delay funding for construction.

F. That this AGREEMENT is contingent upon the appropriation of sufficient funds from the State of New Hampshire Legislature and/or the Federal Highway Administration. If sufficient funds are not appropriated, the DEPARTMENT may terminate this AGREEMENT upon thirty (30) days' written notice to the PROJECT SPONSOR. Such termination shall relieve the DEPARTMENT and the PROJECT SPONSOR from obligations under this AGREEMENT after the termination date.

NEW HAMPSHIRE DEPARTMENT  
OF TRANSPORTATION

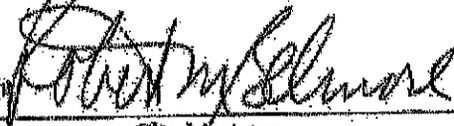
By:

  
Commissioner  
Department of Transportation

William L. Cass, P.E.  
Director of Project Development  
AGREEMENT

CITY OF SOMERSWORTH

By:

  
City Manager  
City of Somersworth

Authorized to enter into Agreement as  
approved by Governor & Council on  
August 11, 2019.