

CITY COUNCIL MEETING

Remote Meeting Via Zoom Conference Call

To register in advance for this meeting, click on the link below or copy and paste it into your web browser:

https://zoom.us/webinar/register/WN_11vy3fGGSq6Q4iCK1fTslw

You are required to register in advance to join the meeting over Zoom, a unique meeting ID and password will be provided once you register. Please note, this meeting will also be broadcast on the City's YouTube Channel. Public comments for the Council's consideration can be emailed in advance via the City's web site: <https://www.cityofportsmouth.com/citycouncil/contact-all-city-councilors>.

Per NH RSA 91-A:2 III (b) the Chair has declared COVID-19 Outbreak an emergency and has waived the requirement that a quorum be physically present at the meeting pursuant to the Governor's Executive Order 2020-04, Section 8, as extended by Executive Order 2020-25, and Emergency Order #12, Section 3. Members will be participating remotely and will identify their location and any person present with them at that location. All votes will be by roll call.

DATE: MONDAY, JANUARY 11, 2021

TIME: 7:00PM

5:30PM – ANTICIPATED NON-PUBLIC SESSIONS:

https://zoom.us/webinar/register/WN_pRYgjJP5QcWLX89-ZT2IIA

- 1. GREAT BAY TOTAL NITROGEN GENERAL PERMIT AND LONZA BIOLOGICS UPDATE – CONSIDERATION OF LEGAL ADVICE – RSA 91-A:3 II (I)**
- 2. EDUCATION FUNDING UPDATE – CONSIDERATION OF LEGAL ADVICE – RSA 91-A:3 II (I)**
- 3. DEER STREET ASSOCIATES PARKING AGREEMENT UPDATE – CONSIDERATION OF LEGAL ADVICE – RSA 91-A:3 II (I)**

AGENDA

- I. WORK SESSION – THERE IS NO WORK SESSION THIS EVENING**
- II. PUBLIC DIALOGUE SESSION [when applicable – every other regularly scheduled meeting] - **POSTPONED****
- III. CALL TO ORDER [7:00 p.m. or thereafter]**
- IV. ROLL CALL**
- V. INVOCATION – *Father Dimitrios, Saint Nicholas Greek Orthodox Church***
- VI. PLEDGE OF ALLEGIANCE**
- VII. ACCEPTANCE OF MINUTES – JUNE 4, 2020**
- VIII. RECOGNITIONS AND VOLUNTEER COMMITTEE REPORTS**
- IX. PUBLIC COMMENT SESSION – (*Via Zoom*)**
- X. PUBLIC DIALOGUE SUMMARY [when applicable] - **POSTPONED****
- XI. PUBLIC HEARINGS AND VOTES ON ORDINANCES AND/OR RESOLUTIONS**
 - A. Third and Final Reading of Ordinance amending Chapter 10, Article 6 – Overlay Districts – Flood Plain Overlay District Zoning Maps (*Sample motion – move to adopt the third and final reading of the proposed amendments to the Floodplain Overlay District*)**

XII. MAYOR BECKSTED

1. *Ethics Committee Drawing by Lot
2. *Acknowledgement of Boards and Commissions - 2020
3. Appointments to ReOpen Portsmouth 2021 Blue Ribbon Committee
 - John Akar
 - Anne Weidman
4. Appointment to Portsmouth Health Blue Ribbon Committee
 - Rich DiPentima
5. Resignations
 - Lisa Louttit of the Recreation Board
 - Lisa Louttit of the Peirce Island Committee

XIII. CITY COUNCIL MEMBERS

A. COUNCILOR WHELAN

1. **Action Items Needing City Council Approval:**
 - Parking concerns on Albany Street between Brewery Lane and Cass Street (***Sample motion – move to prohibit parking on Albany Street for 30 feet east of Brewery Lane***)
2. Parking and Traffic Safety Committee Action Sheet and Minutes of the December 10, 2020 meeting (***Sample motion – move to approve and accept the action sheet and minutes of the December 10, 2020 Parking and Traffic Safety Committee meeting***)
3. *McIntyre/Portsmouth Listens

B. COUNCILOR McEACHERN

1. *State of broadband internet access in City of Portsmouth (***Sample motion – move to request the City Manager for a report back on broadband internet access***)

C. COUNCILOR HUDA

1. Preliminary FY22 Annual Budget Guidance from the Council
Data needed in Preparation for the upcoming FY22 Budget Sessions:
 - Final FY20 Actual Detail
 - December 2020 Monthly Report
 - FY21 CIP Spend & Remaining Balances

Following up on the request made for this data during the December 7, 2020 Council meeting

(Sample motion – move for Reports and Year End Status Updates from the City Manager to the residents and City Council for the next Council meeting (December 21, 2020)

- Report Back on the Date of availability for the Final FY20 Actual Detail – Per the City Manager this data is available – Please provide download to Council

- Report Back on FY21 CIP including the following:
 - November 2020 & 6 Months ended December 2020 CIP Balances to include:
 - FY21 CIP Distribution by Line Item Amount
 - YTD Spend
 - YTD Encumbered
 - Remaining Balance
- (Received Data on the General Fund)

Status of above Request on the Remaining 5 Columns in the FY21 CIP Listed Below:

- Enterprise Funds
- Bond/Lease
- Federal/State
- Other Revenues
- PPP

XIV. APPROVAL OF GRANTS/DONATIONS

- A. *Acceptance of Donation for the Senior Center Lunch Program - \$150.00 (***Sample motion – move to accept the donation of \$150.00 for the Senior Lunch Program as presented***)
- B. *Acceptance of Sub-Grant Through the State of NH Secretary of State from CARES Act for the Primary Election in September and General Election in November 2020 - \$71,635.93 (***Sample motion – move to authorize the City Manager to apply for, accept and expend the additional election grant funds received through the CARES Act in the amount of \$17,552.84 and the increased match amount of \$3,404.01 (for a total of direct grant of \$71,635.93 and 20% match of \$14,220.63), subject to the terms of any offer, rule or regulation pertaining thereto and any other election security grants or other funds received by gift, grant or loan from state, federal or other governmental units to assist with elections***)
- C. Acceptance of Community Development Block Grant Funds - \$490,082.00 (***Sample motion – move to authorize the City Manager to apply for, accept and expend Community Development Block Grant in the amount of \$490,082.00 through the CARES Act from the U.S. Department of Housing and Urban Development subject to the terms of any offer, rule or regulation pertaining thereto***)

XV. CITY MANAGER’S ITEMS WHICH REQUIRE ACTION

A. CITY MANAGER CONARD

City Manager’s Items Which Require Action:

1. 60 Penhallow Street (Brick Market) Request for Temporary Construction Licenses
2. Request for a Temporary Construction License for 145 Maplewood Avenue (aka 111 Maplewood Avenue)

XVI. CONSENT AGENDA

(There are no items under the Consent Agenda this evening)

XVII. PRESENTATIONS & CONSIDERATION OF WRITTEN COMMUNICATIONS & PETITIONS

- A. *FY20 Annual Audit Presentation by Melanson CPA
- B. Email Correspondence (***Sample motion – move to accept and place on file***)
- C. Letter from Steve Parker Feld and Michael Danley, Friends of the First NH State House, regarding input into Historic Preservation of the McIntyre property

XVIII. CITY MANAGER’S INFORMATIONAL ITEMS

- 1. Update on Status of 135 Congress Street/Bluestone Parking Request
- 2. *Status Update on the Report Back of the Middle Street Bike Lanes
- 3. Code of Ethics Advisory Opinion for Trustees of Trust Funds
- 4. Little Harbor Loop Trail Tree Identification
- 5. FY 2021 Citywide Capital
- 6. Report from the Blue Ribbon Committee on Prescott Park Master Plan Implementation

XIX. MISCELLANEOUS BUSINESS INCLUDING BUSINESS REMAINING UNFINISHED AT PREVIOUS MEETING

XX. ADJOURNMENT [at 10:00 p.m. or earlier]

**KELLI L. BARNABY, MMC/CNHMC
CITY CLERK**

** Indicates verbal report*

SPECIAL CITY COUNCIL MEETING

MUNICIPAL COMPLEX
DATE: THURSDAY, JUNE 4, 2020

PORTSMOUTH, NH
TIME: 5:00PM [or thereafter]

Remote Meeting Via Zoom Conference Call

To register in advance for this meeting, click on the link below or copy and paste it into your web browser: https://zoom.us/webinar/register/WN_oOJpcvqRTkKqpurG9EVVNQ. You are required to register in advance to join the meeting over Zoom, a unique meeting ID and password will be provided once you register. Please note, this meeting will also be broadcast on the City's YouTube Channel. Public comments for the Council's consideration can be emailed in advance via the City's web site: <https://www.cityofportsmouth.com/citycouncil/contact-all-city-councilors>.

Per NH RSA 91-A:2 III (b) the Chair has declared COVID-19 Outbreak an emergency and has waived the requirement that a quorum be physically present at the meeting pursuant to the Governor's Executive Order 2020-04, Section 8, as extended by Executive Order 2020-9, and Emergency Order #12, Section 3. Members will be participating remotely and will identify their location and any person present with them at that location. All votes will be by roll call.

I. CALL TO ORDER

Mayor Becksted called the meeting to order at 5:05 p.m.

II. ROLL CALL

PRESENT: Mayor Becksted, Assistant Mayor Splaine, Councilors McEachern, Whelan, Lazenby, Kennedy, Huda, Tabor and Trace

III. INVOCATION

Mayor Becksted asked everyone to join in a moment of silence.

IV. PLEDGE OF ALLEGIANCE

Mayor Becksted led in the Pledge of Allegiance.

V. NEW APPLICATION – TUSCAN MARKET SIDEWALK CAFÉ LICENSE APPROVAL

Mayor Becksted stated that this is a special circumstance and the City Council will review the application for Tuscan Market this evening, which was denied at Monday's meeting. He said it is important for the City Council to look at the modifications submitted and the space available on the sidewalk where RiRa was located, and has now closed. He indicated the modifications to the application will allow the restaurant to function and access to the public would remain. Mayor Becksted said that the public will be weighing in on this matter.

City Manager Conard said more than a handful of staff worked over 6 hours on this matter. She stated the plan meets all of the requirements.

Attorney Bosen, representing Tuscan Market, spoke to the modified application. He stated City Manager Conard wanted a better plan and to open up the corner to allow better access to the entire area. He said the plan still needs some additional work with COVID-19 restrictions.

Councilor Huda asked about the spacing of seats. Attorney Bosen indicated the seats will be 6 feet apart to comply with COVID requirements.

Architect Rob Harborsen spoke regarding the location of tables and chairs and space requirements. Councilor Huda said what she can tell is there is only a 4 foot clearance. Mr. Harborsen said there is a 3 foot aisle between the areas for access. Councilor Huda stated she is looking for a 6 foot clearance for COVID requirements.

City Manager Conard said the plan is non-COVID compliant but will be compliant, if approved.

City Attorney Sullivan advised the City Council that Sidewalk Obstructions are a policy decision of the City Council on how sidewalks will be utilized and the Council has legal authority to grant these requests.

Attorney Derek Durbin said the letter represents the RiRa building and his clients moved quickly to try and get a new tenant. He stated part of the marketing is the outdoor spaces. He suggested that the City Council stipulate that the approval expires once there is a signed tenant for the space. Attorney Durbin said there is a workable solution to find middle ground.

Mr. Harborsen said the outside dining was between the two sets of stairs.

Mr. Faro, owner of Tuscan Market, stated he would not be in favor of eliminating the seating if you find a tenant and maybe we could make modifications. He stated it is a very challenging time and we need to work and collaborate together.

Councilor Trace moved to accept the plan as presented with the understanding that the license is temporary through Columbus Day and we are trying to create a situation that is viable. Seconded by Councilor Whelan.

Councilor Lazenby stated he would like to have public comment before action is taken by the City Council.

City Attorney Sullivan stated it is Mayor Becksted's decision when public comment would take place.

Mayor Becksted stated action will not take place until after public comment.

Councilor Trace said she is in agreement and she would like to hear from the public before a vote is taken. She stated she would hold off on her motion until all have weighed in with comments.

Councilor Kennedy expressed concerns regarding the seating and location. She stated she does not want the seating to be the entire downtown. She said people should not have to step off the sidewalk into the parking area because of the placement of tables and chairs.

Assistant Mayor Splaine said he sees value with the original plan. He stated RiRa will be bought by another restaurant and would like to move forward. He stated we need to use some of the parking spaces. He indicated he supports the original proposal but would also support a compromise.

Mr. Faro said he suggests to approve this until October and once October is up he would be willing to collaborate and allow for a plan to have seating outside. He said we are facing difficult decisions and need to work with the building owner.

City Manager Conard said RiRa seating is the patio and has up to 30 seats.

Assistant Mayor Splaine said he would like the restaurants to work with Attorney Durbin and share the seating area.

Mr. Faro said he would be willing to work with the new tenants on seating arrangements.

Councilor McEachern thanked everyone for working on this so quickly.

Mr. Harborsen said 10 tables and 40 seats is the maximum space but the number will reduce by a third due to COVID requirements.

Mayor Becksted said modifications could occur if a tenant moves in and we would work with them and staff.

Councilor Kennedy said that anyone should be able to have a place to sit in Market Square or purchase goods and sit in the chairs.

Attorney Bosen stated the tables and chairs belong to Tuscan Market and we need to keep restaurants in business.

City Attorney Sullivan stated the tables and chairs are placed on city property through a sidewalk encumbrance and anyone can sit there.

Councilor Lazenby said we need swift action to help the businesses.

Councilor Whelan said he is willing to modify the plan if former RiRa has a new tenant, and time is of the essence. He said let's move forward, the plan works for everyone.

Councilor McEachern said he would support this plan and in the future we have a process where the City Manager can approve these. He said this is important and he would like to move forward to approve this request.

Councilor Huda said that this is public space and we need to accommodate the public. She said she does not want to be forced into the road due to the placement of tables and chairs.

VI. PUBLIC COMMENT

Colby Gamester said accommodations need to be taken into account for the next building owner. He said the outside space is integral and appeals to his client.

Patrick Ganz said he supported the 4-5 decision, Monday evening by the Council. He would support the plan this evening because there are great possibilities that are ahead of us.

Tony Bouzakine thanked the City and business owner for trying to get business to succeed. He said all other plans need the same attention that Tuscan Market is receiving.

Attorney Derek Durbin said the City Council needs to allow use of the area. He said Tuscan Market does need to work with a new tenant that moves into the former RiRa. He said there is a level of interest for the space.

Joe Faro said it is public seating. He urged the City Council to vote and we will revisit this at the end of the licensing period.

Councilor Tabor asked for clarification on public encumbrances. City Attorney Sullivan provided a detailed explanation of encumbrances.

Councilor Trace moved that the City Council approve the new agreement with the stipulation that should there become a tenant into the neighboring property that we give the City Manager the authorization to renegotiate between the two parties to make it satisfactory to both. Seconded by Councilor Whelan.

Councilor Kennedy said she would like to leave the 9 tables to the left for public access. She said it is open to everyone but not for those consuming alcohol.

Mayor Becksted said this is a good compromise and it is our property.

Councilor Lazenby said he feels the motion is putting the business on unsure footing.

Councilor McEachern said Mr. Faro has always left the area open for everyone. He said it is important that he would be willing to give us some of the tables so a business could survive there. He said he supports the compromise and would like to move forward.

Councilor Huda said she would like to see the final COVID approved specifications on this plan.

On a roll call vote 7-2, motion passed. Assistant Mayor Splaine, Councilors McEachern, Whelan, Kennedy, Tabor, Trace and Mayor Becksted voted in favor. Councilors Lazenby and Huda voted opposed.

VII. ADJOURNMENT

At 7:20 p.m., Councilor Trace moved to adjourn. Seconded by Councilor Kennedy. On a unanimous roll call vote 9-0, motion passed.

A handwritten signature in black ink that reads "Kelli L. Barnaby". The signature is written in a cursive, flowing style.

KELLI L. BARNABY, MMC/CNHMC
CITY CLERK

**Proposed Zoning Ordinance Amendments
Flood Plain District**

THE CITY OF PORTSMOUTH ORDAINS

That the Ordinances of the City of Portsmouth, Chapter 10 — Zoning Ordinance, Article 6 – Overlay Districts, be amended as follows (deletions from existing language ~~stricken~~; additions to existing language **bolded**; remaining language unchanged from existing):

A. In Section 10.613.10 (a), update the study and map reference dates by deleting ~~May 17, 2005~~ and adding **January 29, 2021**.

B. In Section 10.622.20 – Terms Defined for the Flood Plain District, revise the definition of New Construction as follows:

New construction

A structure for which the start of construction commenced on or after the effective date of this flood plain management regulation and includes any subsequent improvements to such structure. ~~A structure for which the start of construction commenced on or after the January 1, 2020 and includes any subsequent improvements to such structure.~~

G. In Section 10.628 – Construction Standards in Special Flood Hazard Areas amend paragraph 10.628.10 as follows:

10.628.10 In Zones A and AE, any new construction or substantial improvement shall **be reasonably safe from flooding and:**



Federal Emergency Management Agency

Washington, D.C. 20472

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
115-I

July 29, 2020

The Honorable Rick Becksted
Mayor, City of Portsmouth
City of Portsmouth
City Hall
1 Junkins Avenue
Portsmouth, New Hampshire 03801

Community: City of Portsmouth,
Rockingham County,
New Hampshire
Community No.: 330139
Map Panels Affected: See FIRM Index

Dear Mayor Becksted:

On August 19, 2014, you were notified of proposed modified flood hazard determinations affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for Rockingham County, New Hampshire (All Jurisdictions). The statutory 90-day appeal period that was initiated on September 2, 2014, when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of the proposed flood hazard determinations for your community in the *Portsmouth Herald* and *Foster's Daily Democrat*, has elapsed.

FEMA received no valid requests for changes in the proposed flood hazard determinations. Therefore, the determination of the Agency as to the flood hazard information for your community is considered final. FEMA will publish a notice of final flood hazard determinations in the *Federal Register* as soon as possible. The modified flood hazard information and revised map panels for your community will be effective as of January 29, 2021, and will revise the FIRM that was in effect prior to that date. For insurance rating purposes, the community number and new suffix code for the panels being revised are indicated above and on the maps and must be used for all new policies and renewals. Final printed copies of the report and maps will be mailed to you before the effective date.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Because of the modifications to the FIRM and FIS report for your community made by this map revision, certain additional requirements must be met under Section 1361 of the 1968 Act, as amended, within 6 months from the date of this letter. Prior to January 29, 2021, your community is required, as a condition of continued eligibility in the National Flood Insurance Program (NFIP), to adopt or show evidence of adoption of floodplain management regulations that meet the standards of Paragraph 60.3(c) of the NFIP regulations. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

It must be emphasized that all the standards specified in Paragraph 60.3(c) of the NFIP regulations must be enacted in a legally enforceable document. This includes the adoption of the effective FIRM and FIS report to which the regulations apply and the modifications made by this map revision. Some of the standards should already have been enacted by your community. Any additional requirements can be met by taking one of the following actions:

1. Amending existing regulations to incorporate any additional requirements of Paragraph 60.3(c);

2. Adopting all the standards of Paragraph 60.3(c) into one new, comprehensive set of regulations;
or
3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of Paragraph 60.3(c).

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the 1973 Act as amended.

A Consultation Coordination Officer (CCO) has been designated to assist your community with any difficulties you may be encountering in enacting the floodplain management regulations. The CCO will be the primary liaison between your community and FEMA. For information about your CCO, please contact:

Kerry Bogdan
Chief, Risk Analysis Branch
Federal Emergency Management Agency
99 High Street, 6th Floor
Boston, Massachusetts 02110
(617) 956-7576

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letter of Map Change (LOMC) actions (i.e., Letters of Map Amendment [LOMAs], Letters of Map Revision [LOMRs]) that will be superseded when the revised FIRM panels referenced above become effective. Information on LOMCs is presented in the following four categories: (1) LOMCs for which results have been included on the revised FIRM panels; (2) LOMCs for which results could not be shown on the revised FIRM panels because of scale limitations or because the LOMC issued had determined that the lots or structures involved were outside the Special Flood Hazard Area as shown on the FIRM; (3) LOMCs for which results have not been included on the revised FIRM panels because the flood hazard information on which the original determinations were based are being superseded by new flood hazard information; and (4) LOMCs issued for multiple lots or structures where the determination for one or more of the lots or structures cannot be revalidated through an administrative process like the LOMCs in Category 2 above. LOMCs in Category 2 will be revalidated through a single letter that reaffirms the validity of a previously issued LOMC; the letter will be sent to your community shortly before the effective date of the revised FIRM and will become effective 1 day after the revised FIRM becomes effective. For the LOMCs listed in Category 4, we will review the data previously submitted for the LOMA or LOMR request and issue a new determination for the affected properties after the revised FIRM becomes effective.

The FIRM panels have been computer-generated. Once the FIRM and FIS report are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided to your community for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance purchase and rating requirements, and many other planning applications. Copies of the digital files or paper copies of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at 1-877 FEMA MAP (1-877-336-2627). In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, we urge you to call the Director, Mitigation Division of FEMA in Boston, Massachusetts at (617) 956-7506 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the toll free number shown above. If you have any questions concerning mapping issues in general, please call our FMIX at the toll free number shown above. Additional information and resources your community may find helpful regarding the NFIP and floodplain management, such as *The National Flood Insurance Program Code of Federal Regulations*, *Answers to Questions About the National Flood Insurance Program*, *Frequently Asked Questions Regarding the Effects that Revised Flood Hazards have on Existing Structures*, *Use of Flood Insurance Study (FIS) Data as Available Data*, and *National Flood Insurance Program Elevation Certificate and Instructions*, can be found on our website at <https://www.floodmaps.fema.gov/lfd>. Paper copies of these documents may also be obtained by calling our FMIX.

Sincerely,



Luis Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

Enclosure:

Final SOMA

cc: Community Map Repository
Robert Marsilia, Building Inspector, City of Portsmouth
Juliet Walker, Planning Director, City of Portsmouth
Karen S. Conrad, City Manager, City of Portsmouth
Peter Britz, Environmental Planner, City of Portsmouth
Kerry Bogdan, Chief, Risk Analysis Branch, FEMA Region I
Alex Sirotek, Regional Service Center, Compass Region I
Jennifer Gilbert, ANFI, CFM, NFIP State Coordinator, New Hampshire Office of Strategic Initiatives

Juliet T.H. Walker

From: Gilbert, Jennifer <jennifer.r.gilbert@osi.nh.gov>
Sent: Friday, September 25, 2020 8:38 AM
To: Juliet T.H. Walker; Peter L. Britz; Karen Conard
Cc: Robert T. Marsilia
Subject: Portsmouth FEMA Map Adoption and Ordinance Amendments Request
Attachments: Portsmouth Floodplain Ordinance Amendments.docx; Portsmouth Subdivision and Site Plan Review Regulations.docx

Dear City of Portsmouth Officials,

I am following up on our past emails regarding the new Rockingham County FEMA Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study (FIS) that will become **effective on January 29, 2021**. The new FIRMs and FIS are available now through FEMA's Map Service Center (msc.fema.gov) under the Pending Products section. FEMA will also be sending you a hard copy set closer to the effective date.

It is very important for your municipality to review, understand, and implement the below required tasks to remain in good standing in FEMA's National Flood Insurance Program (NFIP). As the NFIP Coordinating Office for New Hampshire, the Floodplain Management Program staff at the NH Office of Strategic Initiatives (NHOSI) is available to assist your municipality and answer questions regarding this process and the new FIRMS and FIS.

As part of the FEMA's mapping process, all NFIP communities must have compliant floodplain regulations and must adopt the new FIRMs and FIS prior to them becoming effective. I have detailed below what your municipality must do to have compliant regulations and what must be done to adopt the new FIRMs and FIS **no later than two weeks before January 29, 2021**. Once NHOSI staff receives the municipality's required documentation, we will review and submit it to FEMA for their review and approval.

City Council Amendments including Map Adoption Needed to Floodplain Ordinance

I have attached the amendments that are requested to be made to the floodplain regulations in the municipality's zoning ordinance, which includes adoption of the new FIRMs and FIS. These amendments must be completed and submitted **no later than two weeks before January 29, 2021**.

- Following adoption, please submit as soon as possible a certified copy of the amended floodplain ordinance to my attention.

Planning Board Amendments to Subdivision and Site Plan Review Regulations

- I have attached the amendments that are being requested for the Planning Board to adopt in the municipality's site plan review regulations to be compliant and suggested changes to the subdivision regulations.
- Please adopt and revise these regulations and send a certified copy of the applicable sections of these regulations to my attention **no later than two weeks before January 29, 2021**.

Please let me know by email (jennifer.gilbert@osi.nh.gov) or phone (603-271-1762) if you have any questions or need any assistance. I will be checking in periodically to check on your community's progress in meeting these deadlines.

Upcoming Webinar Series

- As a reminder, NHOSI will be holding the first webinar of a four-part series for community officials **next Tuesday, September 29, 2020 from 10 to 11:30 am** called *Flood Maps are Changing: What That Means for your Community*. Your community was contacted by Samara Ebinger of my office via email on September 9th with details about the series.

- During the first webinar, we will be discussing the map adoption process I outline above, and other topics related to the changing maps.

Sincerely,

Jennifer

Jennifer Gilbert

Senior Planner | Floodplain Management Program Coordinator
New Hampshire Office of Strategic Initiatives (OSI) – Division of Planning
107 Pleasant Street, Johnson Hall, 3rd Floor, Concord, NH 03301
Main - 603-271-2155 | Direct - 603-271-1762 | jennifer.gilbert@osi.nh.gov
www.nh.gov/osi/planning/

Amendments needed to Portsmouth's Floodplain Management Regulations

10.613 Overlay District Locations

10.613.10 The Flood Plain District (FP) consists of:

(a) all lands designated as special flood hazard areas by the Federal Emergency Management Agency (FEMA) in its "Flood Insurance Study for the County of Rockingham County, NH" dated January 29, 2021 May 17, 2005 or as amended, together with associated Flood Insurance Rate Maps (FIRM) dated January 29, 2021 May 17, 2005 or as amended, which are declared to be part of this Ordinance and are hereby incorporated by reference; and

10.622.20 Terms Defined for the Flood Plain District

New construction

~~A structure for which the start of construction commenced on or after the January 1, 2020 and includes any subsequent improvements to such structure.~~

A structure for which the start of construction commenced on or after the effective date of this flood plain management regulation and includes any subsequent improvements to such structure. Improvements and repairs of these structures, regardless of the nature or value of the work, must not be allowed to alter any aspect that was originally required for compliance with the floodplain management requirements.

Commented [GJ1]: The first sentence of this definition is what is required to be included in the ordinance. The second sentence adds additional clarity to the subsequent improvements reference. Please let me know if this second sentence helps address the City's original concerns.

10.628 Construction Standards in Special Flood Hazard Areas and Extended Flood Hazard Areas

10.628.10 In Zones A and AE, any new construction or substantial improvement shall be reasonably safe from flooding and:

(a) be designed (or modified) and adequately anchored to prevent floatation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

**FLOODPLAIN NOTICE
PORTSMOUTH PLANNING DEPARTMENT
PORTSMOUTH, NEW HAMPSHIRE**

FLOODPLAIN PROPERTY OWNER:

«Owner_Name»
«Owner_Name_2»
«Owner_Address»
«City», «State» «Zip»

NOTICE IS HEREBY GIVEN that the Planning Board and City Council will be holding public hearings on zoning amendments related to the adoption of the updated Federal Emergency Management Agency (FEMA) flood maps, which become effective on January 29, 2021. As the owner of property that is either entirely or partially within the City’s Floodplain District, you are hereby notified that these amendments will apply to properties located in the Floodplain District and are required by FEMA to keep the City in compliance with the National Flood Insurance Program. This program requires that the City maintain an up-to-date floodplain ordinance to ensure that federal flood insurance policy holders are covered in the event of a flood.

The **Planning Board public hearing** on the Zoning Amendments is scheduled for **November 19, 2020**, starting at **7:00pm** via Zoom Conference Call. The City Council public hearing is tentatively scheduled for December 7, 2020, but will be confirmed in November. Due to the current state of emergency related to COVID-19, the public hearings will be available via the Zoom platform. Provisions will be available for members of the public to participate in the meeting by telephone and/or video conference. You are required to register to join the meeting over Zoom, a unique meeting ID and password will be provided once you register. Registration information will be provided on the meeting agenda when it is posted to the meeting web page <https://www.cityofportsmouth.com/planportsmouth/events/planning-board-meeting-37>. For technical assistance, please contact the Planning Department by email (planning@cityofportsmouth.com) or phone (603) 610-7216.

The proposed Zoning Ordinance amendments required by FEMA are summarized below. The City’s entire Zoning Ordinance can be viewed online at www.cityofportsmouth.com/planportsmouth/land-use-and-zoning-regulations#zoning. Refer to Section 10.620 Floodplain District.

- A. In Section 10.613.10 (a), update the study and map reference dates by deleting May 17, 2005 and adding January 29, 2021.
- B. In Section 10.622.20 – “Terms Defined for the Flood Plain District”, delete the current definition of New Construction and update as follows:

New construction

A structure for which the start of construction commenced on or after the effective date of this flood plain management regulation and includes any subsequent improvements to such structure.

- C. In Section 10.628 – Construction Standards in Special Flood Hazard Areas amend paragraph 10.628.10 as follows by adding the text shown in italics below:

10.628.10 In Zones A and AE, any new construction or substantial improvement *shall be reasonably safe from flooding...*

Additional information related to the FEMA flood maps.

The FEMA flood maps are updated periodically to show a more accurate picture of flood risk. The maps, based on new flood hazard analyses and better topographic data, are important tools that can help protect lives and properties in our community.

If you are receiving this notice, your property *may* be located in a high-risk flood zone (i.e., a flood zone that starts with the letter “A”) on the new maps. We recommend that you review the pending maps to confirm if any insurable building(s) for your property are located in one of these zones using the NH Flood Hazards Viewer (<http://bit.ly/368IBfJ>).

If you have a Federally-backed mortgage or loan and your home or business (or other insurable building) is within the high-risk flood zone, then by Federal law, your lender must require you to carry flood insurance when the new maps become effective. Your lender will officially make the determination of your property’s flood insurance requirement.

There may be cost-saving options available for insurance, some of which may need to be in place before the maps become effective. We highly encourage you to contact your insurance agent at your earliest convenience to learn about your flood insurance options. Be advised that most standard homeowner’s insurance policies do not include coverage for damage due to flooding.

Even if you do not have a mortgage, or if you are a renter, the purchase of flood insurance is still highly recommended. Keep in mind that just 1 inch of floodwater in a home can cause as much as \$25,000 in damage. Visit www.floodsmart.gov to learn more.

If a Letter of Map Amendment (LOMA) was previously issued for your property that removed it from a high-risk flood zone, it may or may not be valid after January 29, 2021. FEMA has re-evaluated each LOMA in the area to determine if it will remain in effect. Property owners with LOMAs are highly encouraged to read FEMA’s fact sheet about this process (<https://rb.gy/v56bl0>) for other important information. Additional information about the Portsmouth map amendments is also available on the City’s web page -- <https://www.cityofportsmouth.com/planportsmouth/floodplain-regulations>.

For general questions about FEMA flood maps, flood insurance, and LOMA revalidation, please contact the FEMA Mapping and Insurance eXchange helpline at 1-877-336-2627 or by e-mail at FEMAMapSpecialist@riskmapcds.com. For questions about flood insurance and specific options available for your property, please contact your local insurance agent.



PORTSMOUTH CITIZEN RESPONSE TASK FORCE APPLICATION

Name: John Akar Telephone: 603-770-2159

Street address: 46 Taft Rd. Portsmouth

Mailing address (if different):

Email address: johnakar@yahoo.com

How long have you been a resident of Portsmouth? 12 years

Occupational background:

CO-own CAVA Restaurant for the last 12 years since November 2008

Please list experience that would be beneficial to this Task Force:

Other than co-owning the restaurant, I have served on many boards in the city including the Chamber of Commerce board (6 yrs), chair of the Restaurant Committee (5 yrs) + Destination Portsmouth Task Force (6 yrs).

Please list two character references not related to you or city staff members: (Portsmouth references preferred)

1) Renee Pummer 1 Harbour Place Portsmouth, NH. 603-235-7808

2) Stephen Wrenn Portsmouth, NH 603-828-4320

Signature: [Signature] Date: 12/23/20

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801 or via e-mail: klbarnaby@cityofportsmouth.com



PORTSMOUTH CITIZEN RESPONSE TASK FORCE APPLICATION

Name: Anne Weidman Telephone: 603.770.0876

Street address: 44 Lookout Lane, Portsmouth

Mailing address (if different): _____

Email address: aweidman@jsa-inc.com

How long have you been a resident of Portsmouth? 6 years

Occupational background:

Director of Community Engagement for JSA Architects
Spokesperson, Portsmouth Design Professionals, June 2020

Please list experience that would be beneficial to this Task Force:

Co-founder Access Navigators; research volunteer for the CRTF providing
presentations on: Existing Conditions Outdoor Dining; What other cities are
doing in streets; Winter Strategies Chicago; Winter Strategies Esplanade;
ongoing development of inspiration library for Covid strategies

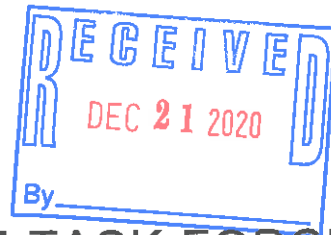
Please list two character references not related to you or city staff members: (Portsmouth references preferred)

1) Larry Yendon, 33 Nancy St, Portsmouth 603.828.1989
Name, address, telephone number

2) James Pedersen, 335 Maplewood, Portsmouth 603.380.5707
Name, address, telephone number

Signature: Anne Weidman Date: 12/21/2020

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801 or via e-mail: kibarnaby@cityofportsmouth.com no later than May 26, 2020.



PORTSMOUTH CITIZEN RESPONSE TASK FORCE APPLICATION

Name: Richard DiPentima Telephone: (603) 559-9765

Street address: 16 Dunlin Way Portsmouth, NH 03804

Mailing address (if different): _____

Email address: rdipentima@gmail.com

How long have you been a resident of Portsmouth? 2 1/2 years

Occupational background:

Chief Communicable Disease Epidemiology, Asst Director NH Division of Public Health Services

Deputy Public Health Director, Chief Environmental Health Manchester (NH) Health Dept
Public Health Officer, NH Amb, Director of Health, NE Dist. Dept Health, CT.

Please list experience that would be beneficial to this Task Force:

Nursing Degree & Practice, Epidemiology 30 years experience

Communicable Disease Control, Pandemic Planning,

Immunization Clinic Coordination for mass immunizations.

Please list two character references not related to you or city staff members: (Portsmouth references preferred)

1) Wendy Kessler, 790 McGee Dr Portsmouth, NH (603) 431-7947
Name, address, telephone number

2) Gary Howe 130 South St. Portsmouth, NH (603) 496-2850
Name, address, telephone number

Signature: [Signature] Date: 12/20/2020

Please submit application to the City Clerks Office, 1 Junkins Avenue, Portsmouth, NH 03801 or via e-mail: klbarnaby@cityofportsmouth.com

Mayor Rick Becksted
Portsmouth City Council
1 Junkins Avenue
Portsmouth, NH 03801

Dear Mr. Beckstead,

I would like to inform you of my resignation from the Recreation Board effective immediately. I am no longer living in Portsmouth.

I enjoyed working on this committee and especially valued the committee member's dedication and efforts for the City Of Portsmouth.

Sincerely,

Lisa Louttit

Mayor Rick Becksted
Portsmouth City Council
1 Junkins Avenue
Portsmouth, NH 03801

Dear Mr. Beckstead,

I would like to inform you of my resignation from the Peirce Island Committee effective immediately. I am no longer living in Portsmouth.

I enjoyed working on this committee and especially valued the committee member's dedication and efforts for the City Of Portsmouth.

Sincerely,

Lisa Louttit

**PARKING and TRAFFIC SAFETY COMMITTEE
ACTION SHEET**

8:00 A.M. – December 10, 2020
Remote Meeting via Zoom

PRESENT: City Councilor/Chairman Peter Whelan, City Manager Karen Conard,
Public Works Director Peter Rice, Fire Chief Todd Germain,
Members: Mary Lou McElwain, Steve Pesci, Jonathan Sandberg,
Harold Whitehouse and Erica Wygonik (Alternate)

ABSENT: Police Captain Mike Maloney

CITY STAFF: Parking and Transportation Engineer Eric Eby
Parking Director Ben Fletcher
Planning Director Juliet Walker

ACTION ITEM NEEDING APPROVAL BY CITY COUNCIL

- | |
|---|
| <ul style="list-style-type: none">• <u>Parking concerns on Albany Street between Brewery Lane and Cass Street</u> – On a unanimous roll call 9-0, voted to prohibit parking on Albany Street for 30 feet east of Brewery Lane. |
|---|

1. Chairman Peter Whelan recited that this is a Remote Meeting via Zoom Conference Call. Per NH RSA 91-A:2 III (b) the Chair has declared COVID-19 Outbreak an emergency and has waived the requirement that a quorum be physically present at the meeting pursuant to the Governor’s Executive Order 2020-04, Section 8, as extended by Executive Order 2020-20, and Emergency Order #12, Section 3. Members will be participating remotely and will identify their location and any person present with them at that location. All votes will be by roll call.
2. Financial Report – **On a unanimous roll call, voted** to accept and approve the financial report dated October 31, 2020 as presented.
3. Public Comment Session – There were 3 speakers: Liza Hewitt (Middle Road traffic calming), Andrea Ardito (Albany Street parking and Maplewood Avenue at Northwest Street traffic calming) and Lee Frank (Madison Street parking).
4. Madison Street, request to prohibit parking on west side between Lovell Street and State Street, by Paul Burton – Committee discussed item but no action was taken.
5. Report back on recommendations for traffic calming measures for South Street, from Lafayette Road to Marcy Street – **On a unanimous roll call 9-0, voted** to conduct speed limit studies, report back on recommended speed limits and install speed feedback signs on an interim basis.

6. Parking concerns on Albany Street between Brewery Lane and Cass Street – **On a unanimous roll call 9-0, voted** to prohibit parking on Albany Street for 30 feet east of Brewery Lane.
7. Report back on traffic calming meeting with Middle road residents – Discussion on measures taken to date. A meeting with residents will be scheduled after the traffic calming plan has been developed. Staff will provide a report back to the Committee.
8. Report back on traffic calming meeting with Banfield Road residents – Staff will provide a report back with recommendations to the Committee.
9. Aldrich Road neighborhood traffic calming meeting to be scheduled – Future meeting to be scheduled with petition signers and residents in the area.
10. Monthly accident report from Police – No Committee discussion.
11. Traffic volumes during pandemic – No action required.
12. Maplewood Avenue at Congress Street, Islington Street and Middle Road intersection. Concerns regarding new pedestrian traffic signal phasing, by Mary Lou McElwain – Discussion on monitoring the intersection.
13. Adjournment – At 9:00 a.m., **on a unanimous roll call 9-0, voted to adjourn.**

Respectfully submitted by:
Amy Chastain
Secretary to the Committee

MEETING MINUTES

PARKING and TRAFFIC SAFETY COMMITTEE

8:00 A.M. – December 10, 2020

Remote Meeting via Zoom

I. CALL TO ORDER:

Chairman Peter Whelan called the meeting to order at 8:00 a.m.

II. ATTENDANCE BY ROLL CALL:

Members Present:

City Councilor/Chairman Peter Whelan

City Manager Karen Conard

Public Works Director Peter Rice

Fire Chief Todd Germain

Mary Lou McElwain

Steve Pesci

Jonathan Sandberg

Harold Whitehouse

Erica Wygonik (Alternate)

Absent:

Police Captain Mike Maloney

City Staff Present:

Parking and Transportation Engineer Eric Eby

Parking Director Ben Fletcher

Planning Director Juliet Walker

III. FINANCIAL REPORT:

Mary Lou McElwain moved to accept and approve the financial report dated October 31, 2020 as presented, seconded by City Manager Karen Conard. **On a unanimous roll call, motion passed 8-0.**

Harold Whitehouse joined the meeting after this vote was taken.

IV. PUBLIC COMMENT:

Liza Hewitt thanked the Committee and DPW staff for the attention they have given to the neighborhood and attending to the short-term suggestions that were made during the neighborhood traffic calming meeting.

Andrea Ardito spoke to the Albany Street parking and Maplewood Avenue at Northwest Street traffic calming efforts. Ms. Ardito commented that the proposal for Albany Street was a good compromise because it helps to move traffic and retains parking spots for the businesses. She also thanked the Committee and DPW staff for the quick work installing the speed indicator signs on Maplewood Avenue. They have made a difference.

Lee Frank spoke to the Madison Street parking agenda item. Mr. Frank requested that the Committee not remove parking across the street from his residence. It has been an issue for

years on Madison Street. Mr. Frank spoke to what has been done in the past. He mentioned that a curb installation project was in the City's Capital Improvement Plan (CIP). He stated parking would become a bigger problem by eliminating any parking in this area.

V. NEW BUSINESS:

A. Madison Street, request to prohibit parking on west side between Lovell Street and State Street, by Paul Burton. Eric Eby commented that the request was to remove the parking in front of the apartment building. Cars parked there make it tight for traffic to get through, but they do get through. The advantage of having parking out there is that it is a traffic calming measure. It's a high demand parking area. There has been talk about putting temporary gravel out there to allow for cars to park further off the road. There is a CIP project to install curbing. Eric Eby stated that at this time there is no recommendation for further action.

Mary Lou McElwain commented that this was a short street with a lot of residents. The on-street parking is important for the residents in this area. Because the grass area the cars are parking on is in the City right-of-way, then the parking should not be removed.

Erika Wygonik questioned what the reason was for the request. There needs to be a good reason to take away parking. Public Works Director Peter Rice responded that Mr. Burton was concerned about the grass being torn up and creating a muddy area on his property.

Steve Pesci questioned the status of the CIP project. Public Works Director Peter Rice responded that it was slated for 2025. Chairman Peter Whelan commented that it was a dense neighborhood, so parking on both sides of the street is utilized frequently. He suggested the neighborhood speak at a City Council meeting to try to move the CIP project forward.

Erika Wygonik questioned the right-of-way width. Eric Eby responded that he did not know exactly, but it was wide enough for traffic travel with cars parked on both sides.

Steve Pesci questioned if there was a partnership opportunity between the City and the private citizen to share the cost. Public Works Director Peter Rice commented that Mr. Burton has not indicated interest in a partnership.

Steve Pesci moved to table this request to the next meeting, seconded by Public Works Director Peter Rice.

Public Works Director Peter Rice stated that the DPW has a lot on its plate and they are short staffed. It's pretty clear what is needed here and what's expected. Further discussions would not be fruitful. If the neighborhood wants to push forward, then they can speak to it in the public process. The neighborhood and owner can drive the next steps.

Steve Pesci withdrew his motion. Public Works Director Peter Rice withdrew his second.

Mary Lou McElwain commented that the neighborhood should work together on this. It sounds as if there has not been a lot of communication up to now. The owner should work with the neighbors to figure out how to keep this area cleaned up.

Harold Whitehouse stated that City Councilors at recent meetings have asked why parking is being eliminated in neighborhoods. They are concerned about parking being taken away.

Chairman Peter Whelan commented that no action was needed at this time.

VI. OLD BUSINESS:

A. Report back on recommendations for traffic calming measures for South Street, from Lafayette Road to Marcy Street. Eric Eby commented that they will be doing traffic and speed measurements for the entire corridor of South Street as equipment becomes available. The intent is to get a good handle on what the speed is in different areas of the road before recommending appropriate traffic calming measures. There will be a report back to the Committee at a future meeting.

Harold Whitehouse commented that the island by Plaza 800 on Islington Street has slowed traffic and he recommends installing an island on South Street.

Erika Wygonik commented that it may make sense to install a rapid flashing beacon at the high school to support students crossing when a crossing guard is not on duty. Student safety is important in this area.

Mary Lou McElwain moved to conduct speed limit studies, report back on recommended speed limits and install speed feedback signs on an interim basis, seconded by Harold Whitehouse. On a unanimous roll call, motion passed 9-0.

B. Parking concerns on Albany Street between Brewery Lane and Cass Street. Eric Eby commented that this alternative would prohibit parking within 30 feet of the Brewery Lane intersection, which is in compliance with State law and Portsmouth ordinances. A no parking sign would be added to the area where parking is prohibited. Parking would still be allowed in front of the businesses. There is an existing no parking sign on Albany Street near the Cass Street intersection and it will remain.

Erika Wygonik commented that last month's proposal involved a lane shift and there was concern by business owners that it would impact snow removal and loading areas. Those issues may be manageable with a time limit on the parking spots. Mr. Eby commented that a time limit would require an ordinance change. The current no parking proposal can be implemented right away.

Harold Whitehouse commented that they should look at putting in a stop sign at the intersection of Cass Street, Chevrolet Ave and Lovell Street.

Harold Whitehouse moved to prohibit parking on Albany Street for 30 feet east of Brewery Lane, seconded by Mary Lou McElwain. On a unanimous roll call, motion passed 9-0.

VII. INFORMATIONAL:

A. Report back on traffic calming meeting with Middle road residents. Eric Eby commented that they moved the speed limit sign to be by itself and put in a speed feedback sign in the opposite direction. They are continuing to look at the full corridor in

order to develop an overall traffic calming plan. A meeting with residents will be scheduled after the plan has been developed. Staff will provide a report back to the Committee.

B. Report back on traffic calming meeting with Banfield Road residents.

Eric Eby commented that they met with residents. He stated that there could be more speeding after the roadway was recently paved due to the culvert project. The neighborhood would like to see a speed table installed. There is also a possibility of installing an all-way stop at the intersections of Banfield Road and Heritage Avenue, and Banfield Road at Constitution Avenue. Eric Eby was looking at that data now and he will provide a report back with recommendations to the Committee at a future meeting.

C. Aldrich Road neighborhood traffic calming meeting to be scheduled.

Eric Eby commented that they need to reach out to the neighborhood committee and residents that signed the petition. He expects a meeting will be scheduled in January to discuss their concerns.

D. Monthly accident report from Police. No Committee discussion.

E. Traffic volumes during pandemic. Eric Eby commented that the data shows the traffic has been weather dependent. Traffic goes down with snow or rain and increases when it is nice. The volume is still running at 80-85% of last year. There is less bike usage as the weather gets colder. Daily bike usage of the bike lanes on Lafayette Road at South Street is in the single digits on average, which is typical for this time of year.

VIII. MISCELLANEOUS:

A. Maplewood Avenue at Congress Street, Islington Street and Middle Street intersection. Concerns regarding new pedestrian traffic signal phasing, by Mary Lou McElwain.

Mary Lou McElwain commented that she has had two close encounters with the new pedestrian signal system at Congress Street. She was concerned about all pedestrians, especially those with disabilities, trying to cross at that intersection. She suggested moving the yield to pedestrians crossing signs next to the traffic lights, so vehicles can see both at the same time.

Chairman Peter Whelan commented that he has also had concerned citizens call him about this intersection. Eric Eby commented that the intersection used to stop all traffic to allow pedestrians at each corner to cross at once. There was a lot of delay for traffic and pedestrians with that model. It was very inefficient. Now that the area on the other side of Maplewood Avenue has been redeveloped, there is increased activity. This new system allows people to cross at the same time as vehicles. It is all in compliance with State and Federal regulations. Drivers are not used to the change and go without looking for pedestrians. The signs can be moved lower as suggested. Another option would be to install a flashing yellow right arrow at the Islington Street approach. The yellow flashing arrow would activate when the pedestrian button is pushed. A green arrow would appear when the pedestrian button is not pushed. It already works in a similar way on the Maplewood Avenue approach. A lot of pedestrians are not aware of which button to push or if they should push any button. It is still a learning process for everyone.

Chairman Peter Whelan questioned if there was a delay to give pedestrians a head start. Eric Eby confirmed that there was a 5 second delay to vehicle traffic that has been increased to a 7 second delay.

Harold Whitehouse questioned if the pedestrian had the right of way in the crosswalk. Eric Eby confirmed that they did if the walk signal is on, then the traffic must yield to pedestrians in the crosswalk. If they are walking without the walk signal, then they do not have the right of way.

Mary Lou McElwain commented that it was important for drivers to pay attention to pedestrians in the crosswalk and suggested more outreach may be needed. Eric Eby commented that the new set up reduces delay for pedestrians as well as drivers. Pedestrians and drivers both need to pay attention. Public Works Director Peter Rice agreed that additional outreach could be beneficial, but they have been doing public outreach for about a year. Moving the signage will help.

Jonathan Sandberg suggested looking at other communities that use this signal to compare education and data on the intersection usage.

Erika Wygonik commented that the City gets a lot of visiting traffic as well. It may make sense to reintroduce a variable message sign to remind visitors about how it works. She questioned if there was any data on crashes at that intersection. Eric Eby commented that he was not aware of any accidents. Chairman Peter Whelan suggested adding a camera at that intersection to look at the behavior and observe how everything was working. Eric Eby agreed.

Harold Whitehouse questioned if the date for the January meeting was going to be moved. Eric Eby responded that it has been moved to January 14, 2021 to accommodate schedules.

Steve Pesci thanked Eric Eby for his work on the Committee. He commented that the Congress Street traffic signal should be consistent and patterned with the two on Maplewood Avenue.

Steve Pesci echoed the positive comments made earlier on the Islington Street improvements. He expressed concerns about Jewel Court. During construction there was an east bound stop line set way back. Now that is gone. Steve Pesci almost witnessed an accident as a car came out of Bartlett Street and tried to make a quick left onto Jewel Court barely missing two cars. The Committee should look to see if Jewel Court should be a right turn in and right turn out only access point onto Islington Street.

IX. ADJOURNMENT:

Mary Lou McElwain moved to adjourn the meeting at 9:00 a.m., seconded by Erika Wygonik. On a unanimous roll call, motion passed 9-0.

Respectfully submitted by:

Becky Frey
PTS Recording Secretary

DATE: 1/6/2021

TO: CITY CLERK KELLI BARNABY
MAYOR BECKSTED
CITY MANAGER CONARD

FROM: CITY COUNCILOR HUDA

PLEASE PUT THIS UNDER MY NAME FOR INCLUSION IN THE
JANUARY 11, 2021 CITY COUNCIL MEETING AGENDA (ZOOM MEETING)
AND INCLUDE IN THE COUNCIL PACKETS.

SUBJECT: PRELIMINARY FY22 ANNUAL BUDGET GUIDANCE FROM THE COUNCIL

DATA NEEDED IN PREPARATION FOR THE UPCOMING FY22 BUDGET SESSIONS:

- > FINAL FY20 ACTUAL DETAIL
- > DECEMBER 2020 MONTHLY REPORT
- > FY21 CIP SPEND & REMAINING BALANCES

FOLLOWING UP ON THE REQUEST MADE FOR THIS DATA DURING THE 12.7.20 COUNCIL MEETING

I MAKE A MOTION FOR REPORTS & YEAR END STATUS UPDATES FROM THE CITY MANAGER TO THE RESIDENTS AND CITY COUNCIL
FOR THE NEXT COUNCIL MEETING. (DECEMBER 21 ,2020) -

- REPORT BACK ON THE DATE OF AVAILABILITY FOR THE FINAL FY20 ACTUAL DETAIL -
[PER THE CITY MANAGER THIS DATA IS AVAILABLE - PLEASE PROVIDE DOWNLOAD TO COUNCIL](#)
- REPORT BACK ON FY21 CIP INCLUDING THE FOLLOWING:

NOVEMBER 2020 & 6 MONTHS ENDED DECEMBER 2020 CIP BALANCES TO INCLUDE:
FY21 CIP DISTRIBUTION BY LINE ITEM AMOUNT
YTD SPEND
YTD ENCUMBERED
REMAINING BALANCE

[\(RECEIVED DATA ON THE GENERAL FUND\)](#)

[STATUS OF ABOVE REQUEST ON THE REMAINING 5 COLUMNS IN THE FY21 CIP LISTED BELOW:](#)

- >ENTERPRIZE FUNDS
- >BOND/LEASE
- >FEDERAL/STATE
- >OTHER REVENUES
- >PPP



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

September 11, 2020

The Honorable Rick Becksted
Mayor of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801-4555

Dear Mayor Becksted:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department immediately allocated \$2 billion on March 27, 2020, the same day President Trump signed the Act, based on the fiscal year 2020 CDBG formula; this constituted the first round of CDBG-CV funds. Next, \$1 billion was required by the Act to be allocated to States and insular areas within 45 days of enactment of the Act; HUD accomplished this on May 11, 2020, and this constituted the second round of CDBG-CV funds. Finally, the remaining \$2 billion in CDBG-CV funds was required by the Act to be allocated to states and local governments at the discretion of the Secretary on a rolling basis; HUD accomplished this on September 11, 2020, and this constituted the third round of CDBG-CV funds. Additionally, up to \$10 million will be set aside for technical assistance.

Accordingly, this letter informs you that your jurisdiction's allocation for the third round is \$176,493. Your cumulative amount for all allocation rounds is \$490,082.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2019 and FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the HUD Secretary to grant waivers and alternative requirements of statutes and regulations the HUD Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent,

prepare for, and respond to coronavirus.

The CDBG CARES Act Federal Register Notice (FR-6218-N-01) was released on August 10, 2020. The notice describes the allocations and grant procedures applicable to the CDBG-CV grants. It also describes the program flexibilities, waivers, and alternative requirements that apply to the CDBG-CV grants as well as the fiscal year 2019 and 2020 CDBG grants. As further such flexibilities become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and the requirement that each grantee have adequate procedures to prevent the duplication of benefits (DOB). HUD will provide guidance and technical assistance on DOB, the prevention of fraud, waste, and abuse, and on documenting the impact of this program for beneficiaries.

Reminder, all CPD Grantees must ensure they maintain active Dun and Bradstreet Numbering System (DUNS) numbers in the System for Award Management (SAM) system. Entities must have an active and unexpired DUNS before execution of grant agreements to avoid delays in the obligation of funds- which will delay your ability to drawdown funds in the Integrated Disbursement & Information System (IDIS). Grantees are required to maintain an active SAMs registration by re-activating their DUNS number annually in the SAM system for the entire drawdown period of their grants. DUNS numbers can be registered and renewed each year at the following website: <https://www.sam.gov/SAM/>.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,



John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development



Karen S. Conard
City Manager

CITY OF PORTSMOUTH

City Hall, One Junkins Avenue
Portsmouth, New Hampshire 03801
kconard@cityofportsmouth.com
(603) 610-7201

Date: January 7, 2021

To: Honorable Mayor Rick Becksted and City Council Members

From: Karen S. Conard, City Manager *KSC*

Re: City Manager's Comments on City Council Agenda of January 11, 2021

XI. Public Hearings and Votes on Ordinances and/or Resolutions:

A. Third and Final Reading of Ordinance Amending Chapter 10, Article 6 – Overlay Districts – Flood Plain Overlay District Zoning Maps:

In July 2020, FEMA issued a [Letter of Final Determination \(LFD\)](#) notifying the City that the preliminary coastal Rockingham County Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study (FIS) report that were originally issued in 2014 had been finalized. The FIRMs and FIS report will become effective on January 29, 2021.

Following that letter, the staff at the NH State Floodplain Management Program reached out to the City with additional guidance on the process for final adoption of the FIRMs and FIS ([see attached email from Jennifer Gilbert dated September 25, 2020](#)).

Although the City had already amended the City's Floodplain Overlay District zoning in 2019 with input from the state's floodplain office, the staff at the state office (with guidance from FEMA) have identified additional minor amendments that are required.

These amendments will apply to properties located in the Floodplain District and are required by FEMA to keep the City in compliance with the National Flood Insurance Program (NFIP). The NFIP requires that the City maintain an up-to-date floodplain ordinance to ensure that federal flood insurance policy holders are covered in the event of a flood.

The Planning Board reviewed the amendments at a work session in October and held a public hearing on the Zoning Amendments on November 19, 2020. All property owners with properties in the flood plain overlay district were notified by mail of the upcoming meetings on these amendments ([see attached notice](#)). At the November meeting, the Planning Board voted unanimously to recommend approval of the amendments to the City Council.

The proposed Zoning Ordinance amendments required by FEMA are summarized below and [attached](#). The City’s entire Zoning Ordinance can be viewed online at www.cityofportsmouth.com/planportsmouth/land-use-and-zoning-regulations#zoning. Refer to Section 10.620 Floodplain District.

- In Section 10.613.10 (a), update the study and map reference dates by deleting May 17, 2005 and adding January 29, 2021.
- In Section 10.622.20 – “Terms Defined for the Flood Plain District”, delete the current definition of New Construction and update as follows:

New construction

A structure for which the start of construction commenced on or after the effective date of this flood plain management regulation and includes any subsequent improvements to such structure.

- In Section 10.628 – Construction Standards in Special Flood Hazard Areas, amend paragraph 10.628.10 as follows by adding the text shown in italics below:

10.628.10 In Zones A and AE, any new construction or substantial improvement shall be reasonably safe from flooding...

As noted in the email from Jennifer Gilbert, these amendments will need to be adopted by Council and submitted to the state office for confirmation by January 15, 2021. This means that the Council will need to complete the three required readings before that time. The anticipated schedule is as follows:

- November 16 – request to City Council to schedule first reading
- November 19 – Planning Board public hearing and vote to recommend to Council
- December 7 – City Council first reading
- December 21 – City Council second reading and public hearing; potential to continue the public hearing
- January 11, 2021 – City Council third and final reading

I recommend that the City Council move to adopt the third and final reading of the proposed amendments to the Floodplain Overlay District.

XIV. Approval of Grants/Donations:

A. Acceptance of Donation for the Senior Center Lunch Program - \$150:

The City’s Senior Services Division has received a \$150 donation for the Senior Lunch Program. Although this Program has been temporarily paused due to the COVID-19 pandemic, this Program is expected to resume once safe to do so, and these funds will be utilized to support meals for seniors at that future date.

I recommend that the City Council move to accept the donation of \$150 for the Senior Lunch Program as presented.

B. Sub-Grant through the State of New Hampshire Secretary of State from CARES Act for the Primary Election in September and General Election in November 2020 – \$71,635.93:

On October 5, 2020 the City Council on a unanimous roll call 9-0, voted to authorize the City Manager to apply for, accept and expend funds through the CARES Act for election support in the amount of \$64,899.72 (80% direct grant of \$54,083.09 and 20% match of \$10,816.62). This election grant to New Hampshire’s cities and towns was calculated on a fixed rate for each absentee ballot mailed and/or processed for the Primary and General Election in excess of the total number of ballots processed during the Primary and General elections in 2016. After the October 5, 2020 vote, the election grant amount to the City was increased. The amount awarded to the City of Portsmouth has increased by \$17,552.84 (from \$54,083.09 to \$71,635.93) and the match amount has increased by \$3,404.01 (\$10,816.62 to \$14,220.63).

Although the October 5, 2020 vote by the Council regarding the CARES Act election grant generally authorized the application, acceptance and expenditures of any other funds received by gift, grant or loan from the state, federal or other governmental units to assist with elections, because the specific grant amount has been increased from the October 5th vote, the following motion is recommended:

I recommend that the City Council move to authorize the City Manager to apply for, accept and expend the additional election grant funds received through the CARES Act in the amount of \$17,552.84 and the increased match amount of \$3,404.01 (for a total of direct grant of \$71,635.93 and 20% match of \$14,220.63), subject to the terms of any offer, rule or regulation pertaining thereto and any other election security grants or other funds received by gift, grant or loan from state, federal or other governmental units to assist with elections.

C. Acceptance of Community Development Block Grant Funds - \$490,082:

On June 2, 2020, Portsmouth received notification of \$313,589 from the Community Development Block Grant (CDBG) through the CARES Act from the U.S. Department of Housing and Urban Development. These funds are awarded for Senior/Disabled Transportation, CDBG-eligible public services, CDBG-eligible public facility improvements and other-CDBG eligible activities. The City received a [second notification on September 11, 2020](#) of an additional \$176,493 in CDBG funds. The Community Development Department will administer the use of these funds to primarily assist persons and households with low to moderate incomes according to HUD income limits. These funds must be expended within three years of the appropriation and in accordance with CDBG requirements.

On May 18, 2020, the City Council authorized by unanimous roll call vote (9-0) the City Manager to apply for, accept, and expend any funds received by gift, grant or loan from the state, federal, and other governmental units that become available to the City through CARES Act Flex Funds and related COVID CARES Act funding.

Although the May 18th Council vote generally authorized the application, acceptance and expenditures of CARES Act funds, because a specific grant amount has been awarded to the City, the following motion is recommended:

I recommend that the City Council move to authorize the City Manager to apply for, accept and expend Community Development Block Grants in the amount of \$490,082 through the CARES Act from the U.S. Department of Housing and Urban Development subject to the terms of any offer, rule or regulation pertaining thereto.

XV. City Manager’s Items Which Require Action:

1. 60 Penhallow Street (Brick Market) Request for Temporary Construction Licenses:

On January 16, 2020 the Planning Board granted site plan review approval for an application from Dagny Taggart, LLC for property located at 60 Penhallow Street for the second part of the proposed Brick Market development to construct a new 4-story commercial building.

The Construction Mitigation and Management Plan (CMMP), signed in April 2020, identified temporary encumbrances of the public sidewalks and parking spaces on Penhallow Street and Daniel Street for project-related work during the project’s construction. Encumbrances for a duration longer than 30 consecutive working days require a license approved by the City Council. In addition, the licenses are subject to the “License Fee for Encumbrance of City Property” policy.

The Council previously approved a temporary construction license for this project that included closure of sidewalks on Penhallow Street and Daniel Street as well as three (3) parking spaces on Daniel Street and four (4) parking spaces on Penhallow Street. The term of this license is set to expire on January 31, 2021.

At the request of the City, the applicant delayed use of the parking spaces on Penhallow Street from October 1st to December 21st to allow for use of the street for outdoor dining. Per the terms of the license, the applicant will be reimbursed (or credited) the license fee for the portion of time they were not utilizing the license area.

The applicant’s requests which are outlined below are summarized in the letter from McNabb Properties (dated January 5, 2021) which is included in the Council packet. For clarity, the exhibits that accompanied in the letter from McNabb properties have been labeled “[Exhibits A, B, C – McNabb](#)”.

Extension to Existing License

As explained in the [attached request](#), the applicant is now requesting an extension to the term of the original license to the end of May 2021.

The License Fee for the extension of the existing license for parking and sidewalks immediately abutting the subject property is \$10,440 for the sidewalks (1,740 sq. ft. X \$0.05 X 120 days) and \$42,000 for the parking spaces (7 spaces X \$50 X 120) for a total fee of \$52,440.

The Draft License Agreement and related plan are labeled “License Agreement for Extension of Use of Sidewalks and Parking on Penhallow Street and Daniel Street” in the Council packet.

Request for New License for Partial Closure of Penhallow Street

In addition, the applicant is requesting a new temporary construction license for a partial road closure of Penhallow Street starting March 1, 2021 and ending on April 30, 2021. The proposal would close off Penhallow Street on the Daniel Street end, block off 740 square feet of public roadway, and convert Penhallow Street between Custom House Lane and State Street to two-way traffic flow. In addition, all of the on-street parking on Penhallow Street (an additional 6 parking spaces) would be temporarily removed in order to accommodate the one-way traffic pattern.

The License Fee for the partial closure of Penhallow Street is \$2,257 for the roadway (740 sq. ft. X \$0.05 X 61 days) and \$18,300 for the parking spaces on Penhallow Street (6 spaces X \$50 X 61 days) for a total fee of \$20,557.

The Draft License Agreement and related plan are labeled “License Agreement for Partial Closure of Penhallow Street and Related Parking” in the Council packet.

At the November 23, 2020 City Council meeting, the Council voted to postpone action on the request to close Penhallow Street and requested that the impacted property owners and businesses to be contacted for feedback prior to the Council meeting. At the request of City staff, Mark McNabb hand-delivered notices to property owners and businesses on Penhallow Street, Sheafe Street, and Custom House Lane, reached out via email, and invited them to a meeting via Zoom on December 3rd to review the proposed street closure plan. Mr. McNabb will be present for the meeting, and will be available to answer questions.

Impact on Use of Street for Outdoor Cafes

The City staff is anticipating we will start permitting for use of the streets and sidewalks for outdoor cafes as early as April 1. The above requests would impact the ability of Ristorante Massimo, Ceres Bakery, and Cure to use the street for outdoor dining as they did during the 2020 season. Specifically, the partial closure of Penhallow Street will prevent the use of any of the restaurants until the end of April and the extension for use of the Penhallow Street sidewalk and parking spaces will prevent the use of the street by Massimo and Ceres Bakery until the end of May.

Recommendations

- A. If the Council agrees to grant the request to extend the temporary construction license for use of the parking spaces and sidewalks immediately abutting the property on Daniel Street and Penhallow Street, an appropriate motion would be:

Move that the City Manager be authorized to execute and accept the temporary construction license for the term of February 1, 2021 to May 31, 2021 for use of the sidewalks and parking spaces on Daniel Street and Penhallow Street that immediately abut 60 Penhallow Street as requested.

- B. If the Council agrees to grant the request for the temporary construction license for the partial closure of Penhallow Street and use of the six on-street parking spaces on Penhallow Street between March 1, 2021 and April 30, 2021, an appropriate motion would be:

Move that the City Manager be authorized to execute and accept the temporary construction license for the partial closure of Penhallow Street and use of the six on-street parking spaces on Penhallow Street between March 1, 2021 and April 30, 2021 as requested.

2. **Request for a Temporary Construction License for 145 Maplewood Avenue (aka 111 Maplewood Avenue):**

On May 16, 2019 the Planning Board granted site plan review approval for an application for property located at 145 Maplewood Avenue (aka 111 Maplewood Avenue) to construct a 4-story office building.

The Construction Mitigation and Management Plan (CMMP), signed in October 2019, identified temporary encumbrances of the public sidewalks and parking spaces on Vaughan Street, Raynes Avenue, and Maplewood Avenue for construction-related work during the project's construction. Encumbrances for a duration longer than 30 consecutive working days require a license approved by the City Council. In addition, the licenses are subject to the "License Fee for Encumbrance of City Property" policy.

At the August 3, 2020 and November 16, 2020 meetings, the Council approved temporary construction licenses to encumber the sidewalks and parking spaces on Raynes Avenue, Vaughan Street and Maplewood Avenue. Both licenses expired on December 23, 2020. [The applicant requested an extension to the licenses](#), but the request was not received in time to put it before the Council at the December meeting.

In the meantime, the applicant was advised they needed to schedule a [virtual meeting for abutters](#) to review the requested license extension. That meeting was scheduled for January 7, 2021 at 9:00 a.m. and all abutters to the project were notified by mail.

The License Areas are shown on the plan labeled "[Sidewalk Closure and Parking Closure License Plan #3](#)". The sidewalk area is 3,916 square feet and there are 18 metered parking spaces. The proposed duration for the new requested license is until February 15, 2021 for a total of 54 days.

The total fee for the sidewalk portion of the License Area is \$10,573.20 (3,916 X \$0.05 X 54) and the total fee for the parking portion of the License Area is \$34,020 (18 X \$35 X 54) for a total combined fee of \$44,593.20. The applicant has already paid a license fee to cover the interim period of 11 days between the expiration of the previous term and the Council's consideration of this request. If the Council approves this request, the balance of the license fees will be due immediately. The [proposed license agreement](#) provides that, if any of the license areas returned to the City prior to the end of the License Term, the City will refund the applicant the portion of the license fee already paid to the City.

All of the foregoing has been reviewed by the Planning and Legal Departments and is recommended for approval.

I recommend that the City Council move that the City Manager be authorized to execute and accept the temporary construction license regarding 145 Maplewood Avenue as submitted.

XVII. Presentations and Consideration of Written Communications and Petitions:

A. FY20 Annual Audit Presentation by Melanson CPA:

At this evening's meeting, Alina Korsak of Melanson CPA, will report on the Annual Audit and Financial Statements for the Year Ending June 30, 2020. The City's [Comprehensive Annual Financial Report \(CAFR\)](#) and the [Popular Annual Financial Report \(PAFR\)](#) are available on the City's website.

XVIII. City Manager's Informational Items:

1. Update on Status of 135 Congress Street/Bluestone Parking Request:

On June 2, 2020 the City Council voted 8-1 to authorize the City Manager to negotiate an agreement with Bluestone Properties of Rye, LLC, the owners of 135 Congress Street, to permit Bluestone to utilize five parking spaces in the Worth Lot. The City Council voted that such an agreement would need to address a "change in parking fees, changes in municipal use of the Worth Lot, assignability of the spaces, and sale or transfer of the Bluestone Property."

Over the past six months the City Manager, in consultation with the Legal Department, the Public Works Director and the Parking Director, have been negotiating the terms of a parking agreement with Bluestone Properties of Rye, LLC.

Although Bluestone and City staff have agreed to nearly all the terms of the agreement, two critical terms remain outstanding: the price and the length of the agreement.

The [attached agreement](#) represents City staff's last, best offer, which Bluestone has yet to accept. Bluestone's last offer included a request to appear before the City Council, which precipitated this memorandum.

Bluestone has requested a discounted rate, whereas City staff's last, best offer represents merely compensating the City for the loss in parking revenue which will result from removing five valuable and high traffic parking spaces from the parking inventory. City staff no longer requests an industry-standard reservation premium as compensation for reserving the five spaces, or for Bluestone's use of the spaces during the time the City does not enforce paid parking. As proposed consideration for these discounts, City staff have proposed a term of five years, while Bluestone continues to request a 20 year term. Due to this impasse, this agreement now returns to the City Council.

2. **Status Update on the Report Back of the Middle Street Bike Lanes:**

As required by NHDOT, the City's consultant, Toole Design, has prepared a draft report detailing their analysis and findings on the Council's request to modify the Middle Street bike lane design by moving the parking spaces back to the curb and placing the bike lane on the traffic side of the parking spaces. In addition, Toole Design has provided draft recommendations for improving the safety of the bike lanes for all users of the roadway. City staff will be reviewing the draft report with NHDOT and the consultant next week. After the meeting, Toole Design will incorporate any comments from NHDOT and finalize the report for submission to the City Council. Assuming no significant changes or requests from NHDOT, staff expects the final report to be ready for submission to the Council at their January 25th meeting along with a presentation by Toole Design.

3. **Code of Ethics Advisory Opinion for Trustees of Trust Funds:**

In keeping with prudent financial practice, the Trustees of Trust Funds have recently engaged in an RFP process to test whether or not the Trustees wish to remain with long-time financial advisor and custodian of trust funds, HM Payson of Portland, Maine. TD Wealth, a division of TD Bank, is interested in negotiating an agreement with the City to perform the financial and custodial services. Since each of the City's three Trustees has some connection with TD Bank, the [Trustees requested an ethical opinion from the City's Legal Department](#), which is [attached](#). It is the recommendation of the City Attorney that the ethics opinion be shared with the Mayor and Council.

4. **Little Harbor Loop Trail Tree Identification:**

The Piscataqua Garden Club is working with the City's arborist and environmental planner to complete a tree identification project at the Little Harbor Loop Trail. [Members of the Piscataqua Garden Club](#) have selected twelve trees to identify along the City of Portsmouth portion of the Little Harbor Loop Trail. Labels are intended to further knowledge and understanding of different species for the many people that utilize this trail.

5. **FY 2021 Citywide Capital:**

Please find attached a [report back on the FY 2021 Citywide Capital](#) as requested by Councilor Huda.

6. **Report from the Blue Ribbon Committee on Prescott Park Master Plan Implementation:**

Please find attached a [report](#) from the Blue Ribbon Committee on Prescott Park Master Plan Implementation. The Committee plans to present at the January 25th Council meeting.

January 5, 2021

City of Portsmouth
c/o Juliet Walker, City of Portsmouth Planning Department
Attention: Honorable Mayor Becksted
City of Portsmouth City Council
Portsmouth, NH 03801

Re: Partial Closure of Penhallow Street

Dear Honorable Mayor Becksted & City Council Members:

We recently requested a temporary closure of a portion of Penhallow Street through the City's Planning Department to conduct foundation work at the 60 Penhallow Street project and were asked to conduct a few additional steps prior to this submission to City Council.

For background purposes, we would like to review how we got to this point and what we have done to make this more manageable and considerate for local businesses and property owners.

Dagny Taggart, LLC owns the subject property located at 60 Penhallow and entered into a License Agreement with the City of Portsmouth dated July 17, 2020 (*see attached Exhibit A*). The License Agreement provided the closure of the sidewalks immediately adjacent the site, as well as three (3) parking spaces along Daniel Street and four (4) parking spaces on Penhallow. The original license covered a period of 184 days for Area 1 and 123 days for Area 2 and fully complied with City Council approved CMMP for the period of May 1, 2020 – May 1, 2021 (*please refer to Exhibit B*).

Due to COVID and its severe impact on restaurants as well as the communities' desire to engage in outside dining on City streets, Mark McNabb met with Juliet Walker and Peter Rice (on-site of the licensed property) and verbally agreed to alter the License Agreement, specifically allowing Ceres Bakery and Massimo's access to outside dining during the period ending December 1st. During this time Penhallow Street was closed by the City for the sole purpose of outside dining. Barricades were placed nightly by DPW at the corner of Penhallow and State Street commencing at 5 p.m. each night Cure and Massimo's Restaurants were open.

During these trying times we further extended our civic duty, and also purchased substantial gift certificates and paid for workers to eat at many local restaurants to help support them. With receipts totaling over \$10,000; we supported and continue to frequent restaurants within the immediate area, specifically Tuscan Market, Moe's Sandwich Shop, Massimo's and Ceres Bakery.

Upon requesting a partial street closure in late November for an early December time frame, City Staff suggested we seek abutters feedback for such a closure and further suggested we conduct a ZOOM meeting with residents and businesses owners of Daniel Street, Customs House Court, Sheafe Street, and Penhallow Street. As a local resident of Sheafe and State Streets, the list was also extended to also include residents with addresses fronting on State Street with access from Sheafe Street. Nearly forty email invitations and twenty paper copies of the notice were delivered door-to-door and on December 3rd, twenty-five (25) participants (including City Council Members, Esther Kennedy and Petra Huda) spent nearly an hour to review the overriding neighborhood concerns, including these items which were satisfactorily resolved with the cooperation of McNabb Properties and City Department Heads.

Snow Removal - as a part of the application to obtain the license for closure, the applicant is undertaking snow removal activities along the City sidewalks, Penhallow Street, Custom House Court as well as coordinating with the DPW to ensure the safe ingress and egress along Sheafe Street, which DPW would concur is a significant challenge in the best of conditions.) McNabb Properties has contracted to engage outside third party snow removal contractor (Justin White of Bayberry & Co.) to assist Severino in maintaining clearing, sanding, salting, etc.,

Trash Removal/Recycling — DPW has assured the abutters that trash removal will not be impacted.

Inventory Deliveries — Access required for tractor-trailer sized deliveries to small van style vehicles, specifically for the restaurants. Cure intends to schedule deliveries to early morning and access on State Street. Massimo's, Ceres Street (not present on the call but represented by other abutters), and Kaffe Vonsolln, reviewed carefully all concerns including workarounds through Severino.

Take Out Designated Area — Massimo raised concerns about designating a spot either at the corner of Daniel & Penhallow (near Scallops) or to coincide with the loading dock area preserved at construction area. DPW to follow-up.

Sensitivity to the financial burdens COVID has placed on all businesses was evident throughout the conversation, including retailers, restaurants, real estate owners and developers and while restaurant owners seem to be top of mind in every discussion, this should not be the sole determinant for such decisions. Again, in contemplation of the feedback as provided in the ZOOM call, the lead site contractor Severino Trucking reworked the construction schedule along with direct input from Southern NH Poured Concrete and S.L. Chasse to commence the partial road closure in the later winter months of March and April.

Following the ZOOM Meeting, Councilor Kennedy forwarded concerns from constituents of the City, one a resident on South Street, another from a business on lower Penhallow Street (Phineas - nearer to Bow Street). There were assertions made in both letters; one

being that our ZOOM Meeting did not extend far enough to abutters. As mentioned earlier, all direct abutters to the closure south of Daniel Street were attempted to be notified. Given the portion of work at the lower end of Penhallow (nearer the Phineas address) involves work for a much later time, and includes work by the City's DPW, Eversource and Unutil, it is for those parties to manage.

The other concern (from the South Street resident) was regarding permits and whether such should have been granted in the first place. Presuming the Council and the City's appropriate regulators would attest, all appropriate steps were taken to achieve the permits in accordance with City regulations, and hence it is best for us to defer on the contents of that letter.

Original/Revised Timing of Closure — previously anticipated to commence December 1st, the applicant withheld commencement and is now seeking to revise our request.

We seek to commence work, without a closure on January 18th – February 28, 2021 and further seek the following:

1. Request a new license to commence February 1, 2021 through May 30, 2021 providing encumbrance continuation for city sidewalk and parking spaces as detailed in the CMMP. .
2. Request the partial closure of Penhallow to Daniel Street as depicted in the attached Traffic Control Plan as presented 10/22/20 (*See Exhibit C*)
 - During March 1 – April 30, 2021 we need the intersection of Daniel and Penhallow Streets closed to complete the excavation and to get the foundation underway and supplied with rebar and forms.

As noted in the Traffic Control Plan, during this timeframe, Penhallow would become a two-way street, providing local traffic ingress/egress to Customs House Court, Sheafe Street to State Street.

After the March/April closure there will be irregular short-term closures, daytime only, and will utilize the typical City's normal short term encumbrance process. We will ensure the contractors utilize layover practices, schedule deliveries including any overnight staging as may be required.

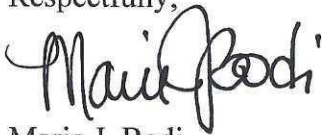
We will continue to streamline the ever-evolving construction schedule and in the next few weeks introduce our newest hire, Lynn Kramer, VP Construction. Lynn joins the McNabb Properties team with decades of development project management experience and will accompany me for the purposes of this application request on January 11th. Furthermore, she will continue to provide the details surrounding any future and necessary encumbrance permits, working very closely with the City throughout the remainder of this project.

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City of Portsmouth
City Council Meeting – January 11, 2021

In summary, the project will commence January 18th – February 28th with Severino completing the excavation and placement of rock anchors and preparations for the foundation. During this time frame they will utilize encumbrance permit(s), police details, flaggers, as well as their own employees for any temporary traffic or pedestrian intermittent closures during daylight hours.

With the above information, we respectfully request to be placed on the January 11th City Council Meeting Agenda to extend the existing License Agreement from the current expiration of January 31, 2021 through to May 31, 2021 and to provide for the partial closure of Penhallow Street effective March 1, 2021 – April 30, 2021. During this period the final excavation, complete foundation placement and backfill foundation along Penhallow Street is scheduled.

Respectfully,

A handwritten signature in black ink that reads "Marie Bodi". The signature is written in a cursive style with a large initial "M".

Marie J. Bodi
Vice President Management/Leasing

Attachments:

- Exhibit A – License Agreement Executed July 2020
- Exhibit B – Construction Mitigation Management Plan
- Exhibit C – Traffic Control Plan

LICENSE AGREEMENT
DAGNY TAGGART, LLC

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to Dagny Taggart, LLC (hereinafter "Licensee" or "Owner") with a principal place of business at 30 Penhallow Street, Portsmouth, NH, pursuant to the following terms and conditions:

1. **Areas of License and Use:** The Owner owns the land, with buildings and other improvements thereon, in the City of Portsmouth, Rockingham County, State of New Hampshire, located at 60 Penhallow Street, shown on the City of Portsmouth's Assessor's Map as Tax Map 0107-0027-000 ("Subject Property"). For the Owner's title to the Subject Property, see Rockingham County Registry of Deeds at Book 5990 Page 1703.

License Area 1: The City authorizes Licensee to temporarily use three parking spaces located on Daniel Street which abut the Subject Property, as depicted and described in the attached Encumbrance Plan as Exhibit A. The Licensee may also temporarily use 1,740 square feet of sidewalk that abuts the Subject Property along Daniel and Penhallow Street more particularly described in the attached Exhibit A.

License Area 2: The City authorizes the Licensee to temporarily use four parking spaces located on Penhallow Street which abut the Subject Property as depicted and described in the attached Encumbrance Plan as Exhibit A.

License Area 1 and License Area 2 as described above together comprise the License Area.

2. **Use:** Licensee shall make use of the License Area for the purpose of facilitating the Licensee's construction of a four story building.
3. **Term:** The license for License Area 1 shall be for 184 days beginning August 1, 2020 and ending January 31, 2021. The license for License Area 2 shall be for 123 days beginning October 1, 2020 and ending January 31, 2021. The Licensee may make application to the City Manager for one extension of this term without further City Council

approval. A second extension shall be approved by the City Council. Owner shall be responsible for applicable license fees associated with any extension of the term.

Licensee may terminate this License prior to the end of the term by returning License Area to safe and effective use by the public prior to the expiration of the term of this License. The Licensee shall contact the Director of Public Works for a determination that the License Area has been temporarily returned to safe and effective use. Failure to remove all vehicles, barriers, materials and equipment and to return the License Area to the City in the manner prescribed under this License at the end of the term may result in enforcement action by the City.

4. **Notice:** Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the License Area and again when it returns the License Area to the City's control and use.
5. **License Fees:** The Owner shall pay to the City license fees in accordance with City Council Policy No. 2018-02 entitled "License Fee for Encumbrance of City Property". The License Fee Policy provides that the Owner will be charged a daily fee for each metered parking space and square foot of sidewalk encumbered by this License as determined by the fee schedule of \$50 per parking space per day and a daily fee of \$0.05 per square foot of encumbered sidewalk.

The License Area includes 1,740 square feet of sidewalks that abut the Subject Property along Daniel and Penhallow Street. The fee of \$0.05 per 1,740 square feet per day is \$87 and the fee for 184 days equals \$16,008.

The License fee for the three parking spaces along Daniel Street is \$50 a day per space and the total daily fee for the three parking spaces is \$150. The daily fee of \$150 for 184 days equals \$27,600.

The License fee for the four parking spaces along Penhallow Street is \$50 a day per space and the total daily fee for the four parking spaces is \$200. The daily fee of \$200 for 123 days equals \$24,600.

The License Fee for the seven parking spaces (\$52,200) and the sidewalk area (\$16,008) equals a total License Fee of **\$68,208**.

The total License Fee shall be paid in full to the City in advance of the commencement of the term of this Agreement.

Because it is in the City's interest that the Licensed Areas be returned to the public use as soon as possible, if the License Area is returned to the City prior to the end of the License Term, the City will refund the Owner the portion of the License Fee paid but not used by the Owner.

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the Licensed Areas. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement.
8. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Area in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. The Licensee shall secure the perimeter of the License Area and take such other measures as may be necessary for pedestrian and vehicular safety during use of the Licensed Areas.
9. **Damage:** Licensee agrees to remedy any damage to the License Area caused by the Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this License Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
10. **Compliance with Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations or any condition of site plan and may at the City's discretion, result in revocation.
11. **Revocation:** The City may terminate this Agreement or any provision contained in this agreement on 72 hours written notice if Licensee fails to meet the terms and conditions of this License or if the public interest requires such termination. No 72 hour written notification is required by the City if it is an emergency.
12. **Contractor and Subcontractor Parking:** Licensee understands and agrees that its contractors and subcontractors for the project shall not use on-street parking. Language will be inserted in Licensee's vendors and suppliers Purchase Orders and Trade Subcontracts that make the prohibition against parking on City streets mandatory. Contractor shall

Exhibit A - McNabb

limit/ manage construction vehicles and deliveries to avoid disruption to businesses, particularly during the holiday season. Contractor may use loading zones for active loading and unloading of materials, equipment and tools.

Dated this 20th day of July, 2020

City of Portsmouth

By: 
Karen Conard
City Manager

Pursuant to vote of the City Council
of July 15, 2020

Dated this 17TH day of July, 2020.

Dagny Taggart, LLC

By: 
MARK A. MCNABB

Construction Mitigation and Management Plan

Property Address: 60 Penhallow Street
Map / Lot: 0107-0027
Owner: Dagny Taggart, LLC
Planning Board Approval Date: 01-16-2020

Project Description: Construction of a new contemporary 4 story building with four stories above ground and two stories below ground for parking.

All references to Owner in the document shall refer to, as applicable, Owner's Contractor for the project and Owner's other representatives and agents.

1. **Contacts:** The municipal contact for this project is Robert Marsilia (610-7216) or Paul Garand (610-7263) except as otherwise noted in this Plan. Owner contacts and representatives are set forth in required Attachment(s).
2. **Construction Schedule:** Owner shall provide the Municipal Contact with a projected completion plan for the construction of the entire project, which will be kept current by the Owner at all times. Anticipated construction schedule are set forth in required Attachment(s).
3. **Hours of Construction (including Deliveries):** Owner acknowledges and agrees that the hours of construction will be limited to that permitted by the City Ordinances (7 am to 6 pm, Monday through Friday). No work is permitted on weekends. In the event that weekend work is required, Owner will make any such request in writing by Wednesday preceding the weekend requested and such requests shall be delivered to the Building Inspector.
4. **Pre-Construction Meeting:** Prior to commencing construction, the Owner shall hold a Pre-Construction Meeting for abutters to the Project. The purpose of the Pre-Construction Meeting is to inform abutters of the nature of the Project, the estimated construction schedule, and the types of impacts that might be expected (e.g., street or sidewalk closures, utility interruptions, delivery schedules, etc.); and to identify any special concerns or needs that should be addressed. Notice shall be sent to abutters at least ten (10) days in advance of the scheduled meeting. A sample meeting notice is available from the Planning Department. Copies of the meeting notice shall be provided to City staff as listed in the project contact list and confirmed by the City.
5. **Right-of-Way Encumbrances:** An encumbrance is defined as any private use, excavation or obstruction of the municipal sidewalks and roads, and other public rights of ways and lands. An Encumbrance Permit for short-term encumbrances can be obtained from the Inspection Department. Excavation within any municipal right-of-way requires an Excavation Permit from the Department of Public Works. Owner shall apply for a Flagging Permit from the Department of Public Works for any work that impacts traffic patterns in the public right of way. Any request for permits shall be made no less than five (5) business days preceding the anticipated need. There shall be no use of the public right of way for construction purposes except as set forth in this CMMP. If an encumbrance will extend beyond 30 consecutive working days, the Owner will need to request a license which requires City Council approval.

At the end of each day, any trenches in public right-of-ways shall be secured in a manner to

Exhibit B -- McNabb

protect the public and to provide safe passage of vehicular and pedestrian traffic. Trenches shall be backfilled every night.

At the pre-construction meeting, Owner shall inquire of abutting property owners of any special needs relative to pedestrian access.

Anticipated Right-of-Way Encumbrances for this Project are as follows:

The majority of this project occurs on private property owned by the Owner. In order to provide safe pedestrian and vehicular separation and meet Occupational Safety & Health Administration (OSHA) and International Building Codes (IBC) this project will require closing parking and sidewalks in the immediate area on Penhallow Street and Daniel Street according to the Attachment. This encumbrance is required until the site work and foundation is complete at which time the barricades can be repositioned to re-open the parking spaces. The sidewalk in the immediate area will be closed for the duration of construction.

In addition to the above encumbrance, this project will require numerous short term encumbrances (less than 30 days) of the public right of way to install underground utilities in Penhallow Street and Daniel Street.

6. **Temporary Parking and Deliveries:** Provisions shall be made for parking for construction vehicles and construction worker vehicles on-site or at a designated off-street parking location. Construction-related parking is prohibited on City streets. Owner is responsible for notifying all contractors and subcontractors of the on-street parking prohibition and temporary parking and delivery routes to the site.

All parking, deliveries and unloading will occur primarily on the large site by staging activities to accommodate parking and deliveries. The loading zone located on the southerly side of Daniel Street, parallel to the subject property will be used throughout the project and be kept open throughout construction activities. Applicant understands that use of loading zones are generally limited to 30 minutes at a time and if repeatedly used throughout the day this may require an encumbrance permit and/or license for this project.

Once this project is out of the ground the two story parking garage below grade will be used for laydown and parking for workers. The parking garage has over 70 parking spaces and can accommodate all our storage and parking requirement on site.

7. **Demolition:** Collected material will be disposed of in accordance with all Local, State and Federal regulations including safety and legal requirements.

Any existing / remnant water/sewer services discovered during construction and site work shall be disconnected at the main.

8. **Stormwater and Best Management Practices:** Stormwater management devices and best management practices shall be installed and implemented in accordance with NHDES standards, the approved site plan and any conditional use permit. These include, but are not limited to: silt fence or equivalent, water quality inlets, gravel treatment wetlands, catch basin controls, and temporary slope stabilization. The contractor will be responsible for following NHDES and/or EPA best management practices and filing required notices and permits. Prior to the start of construction, the Owner shall inspect and remove sediments from catch basins on site and in adjacent public streets and rights of ways that may be

Exhibit B -- McNabb

affected by the work. At the completion of the project, the Owner shall inspect the same catch basins and water quality inlets as well as any new basins installed as part of the project and remove any accumulated sediments.

The site shall be checked after each storm of ½ inch or more rainfall intensity, and any damage shall be immediately corrected. Owner shall provide to the Department of Public Works documentation logs and photos of the damaged area so as to have a record of how these areas have been restored. Erosion collection/sedimentation areas shall be checked weekly and control measures shall be repaired or replaced as required to maintain them in good working order. Logs shall be kept as well as photo documented to keep a record of the site.

The subject parcel is an open parking lot, currently with combined sewer and storm water. There are no changes in the stormwater volume however the quality will be immediately improved because all stormwater during construction will be filtered and pumped into the storm drain in Penhallow Street, in accordance with the approved Site Plan, thereby removing it from the current combined condition. The storm water will to be clean of debris since we will be filtering and pumping storm water and no gravity storm water will be entering the City's drainage system.

Filtering should include turbidity controls as needed. Turbidity shall meet DES standards. Dewatering of "excessive amounts of water" as determined by the Public Works Department, would require dewatering permit modifications and possible limits during storm events. The applicant should be aware that the State Street / Penhallow Street drainage system goes through a sand filter system down by the Memorial Bridge, if the system gets clogged because of construction activities on this site, the City may ask for cleaning of the system.

9. **Off-Site Work:** Off-site work includes replacing the sidewalk and burying overhead utility lines in the immediate area of the subject property in accordance with the Site Plan. No physical alteration of the roadway or parking spaces will occur for this project. All off-site work is in accordance with the approved Site Plan.

The City will inspect off-site work. The City shall be notified whenever work is taking place. The City will review all materials to be used off site and no materials shall be used without the DPW's approval of them.

10. **Utility Services:** Interruptions to any public utility service shall be avoided to the maximum extent possible. If service disruptions are required as a normal course of the off- site work (i.e., for making connections to existing infrastructure or relocating existing infrastructure), Owner shall notify affected users at least 48 hours in advance of disruption regarding the anticipated duration of the disruption. This shall also be coordinated and approved by the applicable municipal division or utility provider.

Emergency disruptions due to damages incurred during the construction process shall be immediately remedied and service shall be restored to the affected utility as soon as possible after disruption. Prior to placing the repaired water infrastructure back in service, proper disinfection shall be carried out under City supervision.

This project requires a new domestic water service and a new sprinkler service and high pressure gas line all from Penhallow Street. Combined storm drain and sewer will be

Exhibit B -- McNabb

separated from the easterly side of Market Square to the intersection of Penhallow Street and Daniel Street. Overhead electrical lines will be buried and certain poles removed in the immediate area of the subject parcel. Transformers and underground primary and secondary power lines will be installed throughout the subject parcel. All utility services shall be completed in accordance with the Site Plan and Public Works' standards.

The developer shall be responsible for the design, coordination and construction of off-site utility work. Developer shall prepare a utility coordination plan in coordination with utility providers and DPW.

11. Nuisance Controls:

Dust and other fine particulate control: Owner shall control dust and debris on the site and on abutting streets daily. Owner will provide temporary water for the use of controlling the dust that is generated on the project. Dry areas of exposed soil shall be wetted or treated with potassium chloride or water to control dust.

Noise: Owner shall use equipment and trucks that are in good mechanical shape and have functioning exhaust systems. Slamming truck tail gates are not allowed, nor will equipment be allowed to idle for periods longer than ten minutes unless actively operating. Truck backup alarms shall only operate while truck is backing up or just prior to backing up. No loud music or radios will be allowed to disturb abutters.

Vehicle Exhaust: Exhaust fumes from power equipment and/or trucks shall not be allowed to become a nuisance to the abutters. Equipment shall be in good mechanical condition.

Vibration: Vibration from compaction equipment shall be monitored and to the extent reasonable and practicable, reduced in the event of complaints.

Odor control: Odors from equipment, garbage, sewers or other odor producing products shall be minimized to the extent possible. Dumpsters or other roll-offs shall be removed when full or problematic due to smell or other conditions and not be allowed to pile up over the top.

Sewer Backups: Owner shall not allow the sanitary sewer to become plugged and thus create sewer flooding in abutting houses or structures.

Trash and Recycling: The Owner's contractor shall not interfere with City trash and recycling collection efforts. If certain areas are blocked off, the Contractor shall be required to hand-carry any solid waste receptacles to City vehicles upon arrival, and then return receptacles to the rightful owner.

Security: Owner shall secure the site with a locked gate/chain link fence utilizing a Knox #3770 padlock at each gate. Padlocks may be obtained online from the Knox Company at www.knoxbox.com. On-site dumpster and portable toilets will be provided.

Street Sweeping: Owner shall be responsible for daily street-sweeping and other clean-up of adjacent public streets and sidewalks to the extent dust, debris and/or materials related to the Project create a nuisance or hazard. A stone apron for mud and dirt control from trucks is required.

Exhibit B -- McNabb

Daily Housekeeping: At the end of each construction day, Owner shall inspect the Project site, remove trash or garbage, remedy any nuisance conditions as described above and remedy any condition that could unreasonably threaten or impact the public.

Snow Removal: Owner shall be responsible for snow removal from the site. No snow shall be stored on City property.

12. Special Permits for this Project:

- NFPA 241
- Temporary Construction De-Watering Permit

13. Requirements Incorporated by Reference

The following documents are incorporated into this Construction Management and Mitigation Plan:

- Planning Board Letter(s) of Decision
- Site Plan Review / Subdivision Agreement
- Historic District Commission Certificate of Approval

14. Miscellaneous:

- Materials on site shall have appropriate MSDS information available in the field office.
- Fire hydrants in the project area shall remain accessible at all times.
- Location of site access, office, toilets, dumpsters, and layout areas are as shown on the attached plans.
- Should the Contractor anticipate any inconvenience to the public resulting from the construction, Contractor will notify the Municipal Contact of such situation immediately.

15. Enforcement:

In the event that Owner violates any terms of this Plan, the City may suspend the Building Permit or any portion of the work until compliant. This CMMP may be modified, amended or terminated to address changing conditions or ongoing violations.

16. Amendments: No changes shall be made to this CMMP without the prior written consent of all parties.

Date: 4/6/2020

Date: APRIL 03, 2020

City of Portsmouth, NH

Owner



Karen S. Conard, City Manager

Mark A. McNabb, Manager and Member

EXHIBIT C -- McNabb (Page 1 of 2)

Traffic Control Plan Narrative:

Scope of Project:

Excavate approximately 25 feet below grade for new building foundation. Limits of the excavation are to the property lines. At the tail end of the building excavation, our excavator will have to occupy the staging area delineated in yellow. Later on, foundation crews will have to utilize this area to place steel reinforcement, forms, and concrete into the excavation.

Traffic Plan:

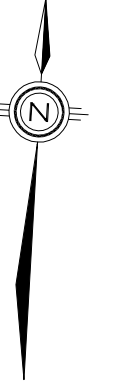
Only local traffic will have access to the section of Penhallow St. between State St. and Daniel St. Residents and businesses will ingress and egress via 2-way traffic on this section of Penhallow to and from State Street. The Sidewalk on the east Side of Penhallow will remain open. Sidewalks on the west side of Penhallow will remain closed per the current project encumbrance plan. Detour signs will be placed to direct Penhallow through traffic to access Daniel St. from the east and to take a right turn onto Penhallow.

All Signage will meet current MUTCD guidelines.

There will be **no** parking on this section of Penhallow during this closure.



Scale: NTS



Revised	Comments	By
11/3/2020		RD
11/6/2020		RD

SEVERINO
TRUCKING CO., INC.
512 Raymond Road Candia, NH 03034
(603) 483-2133 Fax: (603) 483-2998
www.severinotrucking.com

Prepared for:
MCNABB PROPERTIES, LTD
30 Penhallow Street
Portsmouth, NH 03801

Project
BRICK MARKET
60 Penhallow Street
Portsmouth, NH

Project Number:

Sheet Title:
Traffic Control Plan

10/22/2020

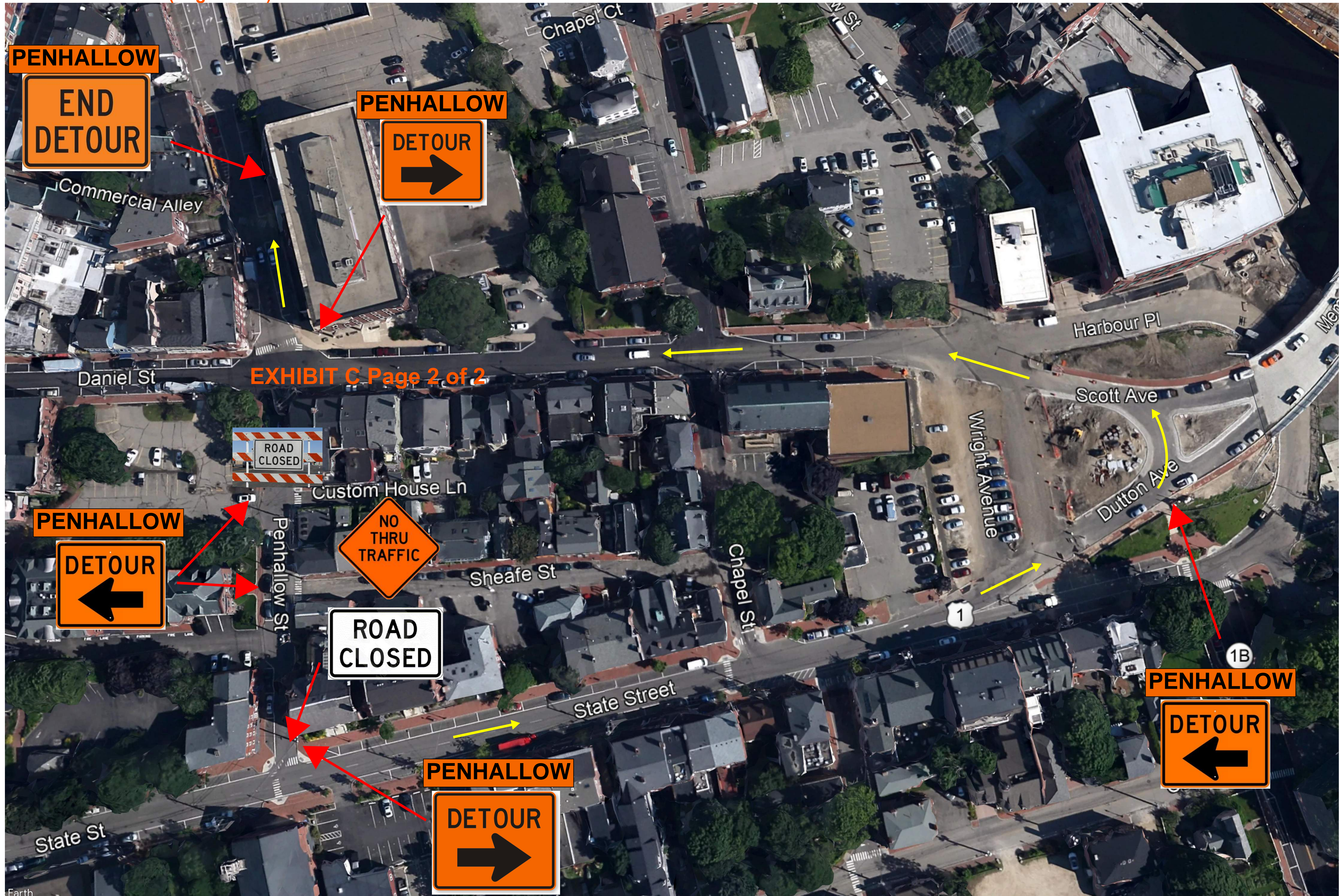


EXHIBIT C Page 2 of 2

Scale: NTS

Revised	Comments	By
11/6/2020		RD

SEVERINO
TRUCKING CO., INC.
512 Raymond Road Candia, NH 03034
(603) 483-2133 Fax: (603) 483-2998
www.severinotrucking.com

Prepared for:
MCNABB PROPERTIES, LTD
30 Penhallow Street
Portsmouth, NH 03801

Project
Brick Market
60 Penhallow Street
Portsmouth, NH

Project Number:
Sheet Title:
Detour Plan

License Agreement for Extension of Use of Sidewalk and Parking on Penhallow and Daniel

LICENSE AGREEMENT
DAGNY TAGGART, LLC

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to Dagny Taggart, LLC (hereinafter "Licensee" or "Owner") with a principal place of business at 30 Penhallow Street, Portsmouth, NH, pursuant to the following terms and conditions:

1. **Areas of License and Use:** The Owner owns the land, with buildings and other improvements thereon, in the City of Portsmouth, Rockingham County, State of New Hampshire, located at 60 Penhallow Street, shown on the City of Portsmouth's Assessor's Map as Tax Map 0107-0027-000 ("Subject Property"). For the Owner's title to the Subject Property, see Rockingham County Registry of Deeds at Book 5990 Page 1703.

The City authorizes the Licensee to temporarily use three (3) parking spaces located on Daniel Street and four (4) parking spaces located on Penhallow Street which abut the Subject Property. The Licensee may also temporarily use 1,740 square feet of sidewalk that abuts the Subject Property along Daniel and Penhallow Streets. These areas together comprise the License Area and are more particularly described in the attached Exhibit A.

2. **Use:** Licensee shall make use of the License Area for the purpose of facilitating the Licensee's construction of a four story building.
3. **Term:** The License shall be for 120 days beginning February 1, 2021 and ending May 30, 2021.

Licensee may terminate this License prior to the end of the term by returning License Area to safe and effective use by the public prior to the expiration of the term of this License. The Licensee shall contact the Director of Public Works for a determination that the License Area has been temporarily returned to safe and effective use. Failure to remove all vehicles, barriers, materials and equipment and to return the License Area to the City in the manner prescribed under this License at the end of the term may result in enforcement action by the City.

4. **Notice:** Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the License Area and again when it returns the License Area to the City's control and use.
5. **License Fees:** The Owner shall pay to the City license fees in accordance with City Council Policy No. 2018-02 entitled "License Fee for Encumbrance of City Property". The License Fee Policy provides that the Owner will be charged a daily fee for each metered parking space and square foot of sidewalk

License Agreement for Extension of Use of Sidewalk and Parking on Penhallow and Daniel

encumbered by this License as determined by the fee schedule of \$50 per parking space per day and a daily fee of \$0.05 per square foot of encumbered sidewalk.

The License Area includes 1,740 square feet of sidewalks that abut the Subject Property along Daniel and Penhallow Street. The fee of \$0.05 per 1,740 square feet per day is \$87. The total fee of \$87 for 120 days is \$10,440.

The License Fee for the three (3) parking spaces along Daniel Street and four (4) parking spaces along Penhallow Street is \$50 a day per space for a total daily fee of \$350. The total fee for 120 days is \$42,000.

The total License Fee for the parking spaces and sidewalk is **\$52,440**.

The total License Fee shall be paid in full to the City in advance of the commencement of the term of this Agreement.

Because it is in the City's interest that the Licensed Areas be returned to the public use as soon as possible, if the License Area is returned to the City prior to the end of the License Term, the City will refund the Owner the portion of the License Fee paid but not used by the Owner.

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the Licensed Areas. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement.
8. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Area in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. The Licensee shall secure the perimeter of the License Area and take such other measures as may be necessary for pedestrian and vehicular safety during use of the Licensed Areas.
9. **Damage:** Licensee agrees to remedy any damage to the License Area caused by the Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this License Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
10. **Compliance with Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations or any condition of site plan and may at the City's discretion, result in revocation.

License Agreement for Extension of Use of Sidewalk and Parking on Penhallow and Daniel

- 11. **Revocation:** The City may terminate this Agreement or any provision contained in this agreement on 72 hours written notice if Licensee fails to meet the terms and conditions of this License or if the public interest requires such termination. No 72 hour written notification is required by the City if it is an emergency.

- 12. **Contractor and Subcontractor Parking:** Licensee understands and agrees that its contractors and subcontractors for the project shall not use on-street parking. Language will be inserted in Licensee’s vendors and suppliers Purchase Orders and Trade Subcontracts that make the prohibition against parking on City streets mandatory. Contractor shall limit/ manage construction vehicles and deliveries to avoid disruption to businesses, particularly during the holiday season. Contractor may use loading zones for active loading and unloading of materials, equipment and tools.

Dated this _____ day of _____, 2020

City of Portsmouth

By: _____
Karen Conard
City Manager

Pursuant to vote of the City Council
of _____

Dated this _____ day of _____, 2020.

Dagny Taggart, LLC

By: _____

Exhibit A for License Agreement for extension of use of sidewalks and parking on Penhallow Street and Daniel Street

AMBIT ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 200 Griffin Road - Unit 3
 Portsmouth, N.H. 03801-7114
 Tel (603) 430-9282
 Fax (603) 436-2315

NOTES:

- 1) PARCEL IS SHOWN ON THE CITY OF PORTSMOUTH ASSESSOR'S MAP 107 AS LOT 27.
- 2) OWNER OF RECORD:
 DAGNY TAGGART, LLC
 30 PENHALLOW STREET, SUITE 300 EAST
 PORTSMOUTH, NH 03801

THE PURPOSE OF THIS PLAN IS TO SHOW THE SITE FEATURES FOR THE CMMP PLAN ON ASSESSOR'S MAP 107 LOT 31 IN THE CITY OF PORTSMOUTH.

PARKING WILL BE MAINTAINED FOR WORKERS ON SITE.

COORDINATION LIASON:
 CHRISTINE LABLANC, VP
 MCNABB PROPERTIES
 (603)427-0725
 CHRISTINE@MCNABBGROUP.COM

UTILITY MANAGEMENT WITH THE CITY AND PUBLIC UTILITIES WILL BE ON-GOING ON AN AS-NEED BASIS WITH PRIOR NOTICES.

ENCUMBRANCE DURATION:
 MAY 01, 2020 THROUGH MAY 01, 2021

ENCUMBRANCES:
 7 PARKING SPACES
 1740 SQUARE FEET OF SIDEWALK

SHORING, PHASING, AND DEWATERING PLANS TO BE SUPPLIED TO THE CITY.

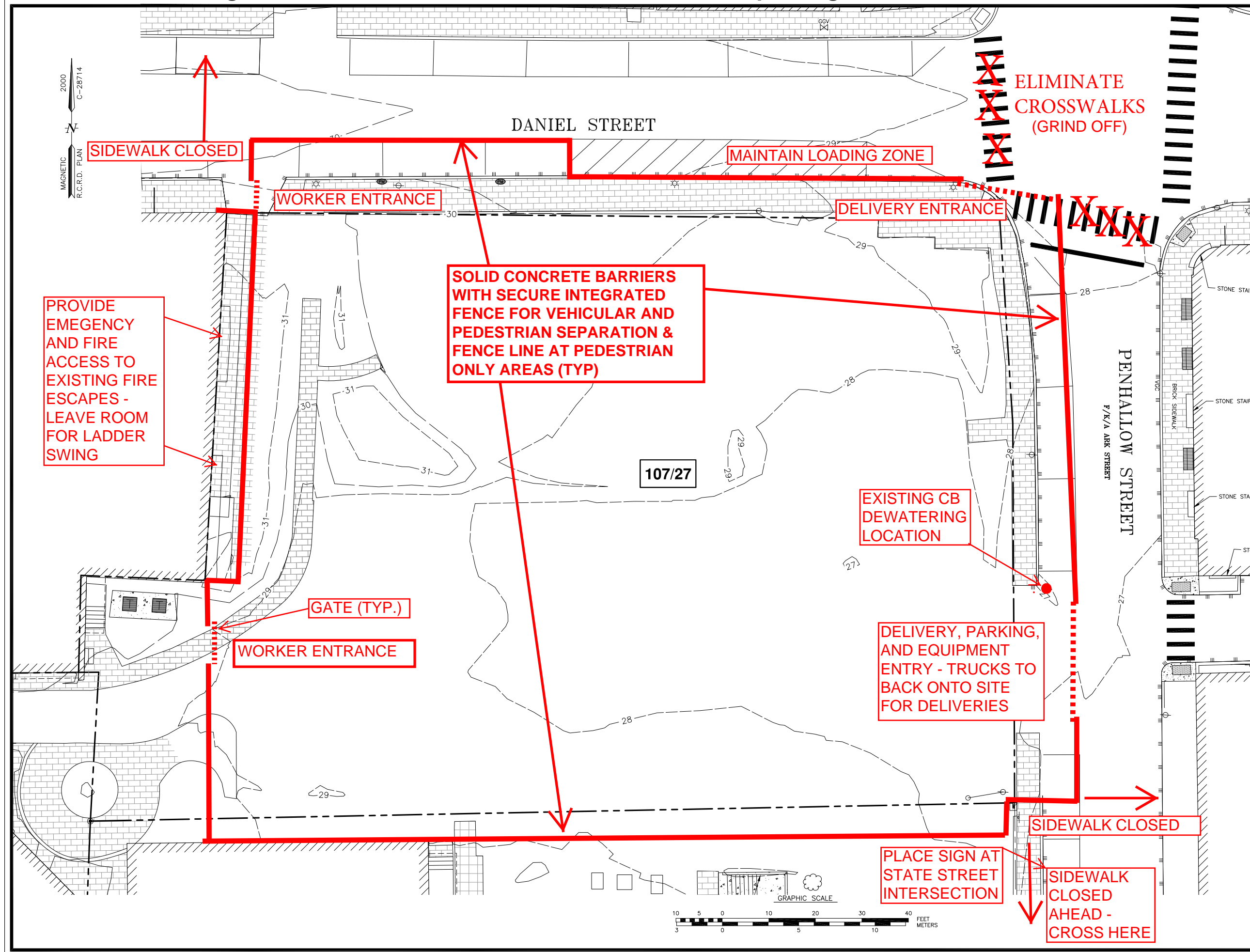
BRICK MARKET
 60 PENHALLOW STREET
 PORTSMOUTH, N.H.

NO.	DESCRIPTION	DATE
1	PER MEETING	3/17/20
0	ISSUED FOR COMMENT	2/3/20

SCALE: 1"=20' FEBRUARY 2020

CMMP ENCUMBRANCE PLAN

C1



J:\JOBS\3000\3000\3039\2019 Site Development 60 Penhallow\Applications\Portsmouth Site Plan\Post Approval\CMMP\3039 CMMP 60 Penhallow.dwg, C1 EXIST

License Agreement for Partial Closure of Penhallow Street and Related Parking

LICENSE AGREEMENT **DAGNY TAGGART, LLC**

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to Dagny Taggart, LLC (hereinafter "Licensee" or "Owner") with a principal place of business at 30 Penhallow Street, Portsmouth, NH, pursuant to the following terms and conditions:

1. **Areas of License and Use:** The Owner owns the land, with buildings and other improvements thereon, in the City of Portsmouth, Rockingham County, State of New Hampshire, located at 60 Penhallow Street, shown on the City of Portsmouth's Assessor's Map as Tax Map 0107-0027-000 ("Subject Property"). For the Owner's title to the Subject Property, see Rockingham County Registry of Deeds at Book 5990 Page 1703.

The City further authorizes the Licensee to temporarily close off Penhallow Street at Daniel Street, use 740 square feet of the public roadway for a construction staging area and close six (6) parking spaces located between the project site and State Street in order to temporarily convert the portion of Penhallow Street between Custom House Lane and State Street to two-way traffic as more particularly described in the attached Exhibit.

These areas collectively comprise the License Area.

2. **Use:** Licensee shall make use of the License Area for the purpose of facilitating the Licensee's construction of a four story building.
3. **Term:** The License shall be for 61 days beginning March 1, 2021 and ending April 30, 2021.

Licensee may terminate this License prior to the end of the term by returning License Area to safe and effective use by the public prior to the expiration of the term of this License. The Licensee shall contact the Director of Public Works for a determination that the License Area has been temporarily returned to safe and effective use. Failure to remove all vehicles, barriers, materials and equipment and to return the License Area to the City in the manner prescribed under this License at the end of the term may result in enforcement action by the City.

4. **Notice:** Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the License Area and again when it returns the License Area to the City's control and use.
5. **License Fees:** The Owner shall pay to the City license fees in accordance with City Council Policy No. 2018-02 entitled "License Fee for Encumbrance of City

License Agreement for Partial Closure of Penhallow Street and Related Parking

Property". The License Fee Policy provides that the Owner will be charged a daily fee for each metered parking space and square foot of roadway encumbered by this License as determined by the fee schedule of \$50 per parking space per day and a daily fee of \$0.05 per square foot of encumbered roadway.

The License Area includes 740 square feet of roadway that abut the Subject Property on Penhallow Street. The fee of \$0.05 per 740 square feet per day is \$37. The total fee of \$37 for 61 days is \$2,257.

The License fee for the six (6) parking spaces along Penhallow Street is \$50 a day per space and the total daily fee is \$300. The total fee of \$300 for 61 days is \$18,300.

The total License Fee for the parking spaces and roadway is **\$20,557**.

The total License Fee shall be paid in full to the City in advance of the commencement of the term of this Agreement.

Because it is in the City's interest that the Licensed Areas be returned to the public use as soon as possible, if the License Area is returned to the City prior to the end of the License Term, the City will refund the Owner the portion of the License Fee paid but not used by the Owner.

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the Licensed Areas. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement.
8. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Area in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. The Licensee shall secure the perimeter of the License Area and take such other measures as may be necessary for pedestrian and vehicular safety during use of the Licensed Areas.
9. **Damage:** Licensee agrees to remedy any damage to the License Area caused by the Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this License Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
10. **Compliance with Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations or any condition of site plan and may at the City's discretion, result in revocation.

License Agreement for Partial Closure of Penhallow Street and Related Parking

11. **Revocation:** The City may terminate this Agreement or any provision contained in this agreement on 72 hours written notice if Licensee fails to meet the terms and conditions of this License or if the public interest requires such termination. No 72 hour written notification is required by the City if it is an emergency.
12. **Contractor and Subcontractor Parking:** Licensee understands and agrees that its contractors and subcontractors for the project shall not use on-street parking. Language will be inserted in Licensee's vendors and suppliers Purchase Orders and Trade Subcontracts that make the prohibition against parking on City streets mandatory. Contractor shall limit/ manage construction vehicles and deliveries to avoid disruption to businesses, particularly during the holiday season. Contractor may use loading zones for active loading and unloading of materials, equipment and tools.

Dated this _____ day of _____, 2021

City of Portsmouth

By: _____
Karen Conard
City Manager

Pursuant to vote of the City Council
of _____

Dated this _____ day of _____, 2021.

Dagny Taggart, LLC

By: _____

Exhibit A -- for License Agreement for Partial Closure of Penhallow Street and Related Parking

Traffic Control Plan Narrative:

Scope of Project:

Excavate approximately 25 feet below grade for new building foundation. Limits of the excavation are to the property lines. At the tail end of the building excavation, our excavator will have to occupy the staging area delineated in yellow. Later on, foundation crews will have to utilize this area to place steel reinforcement, forms, and concrete into the excavation.

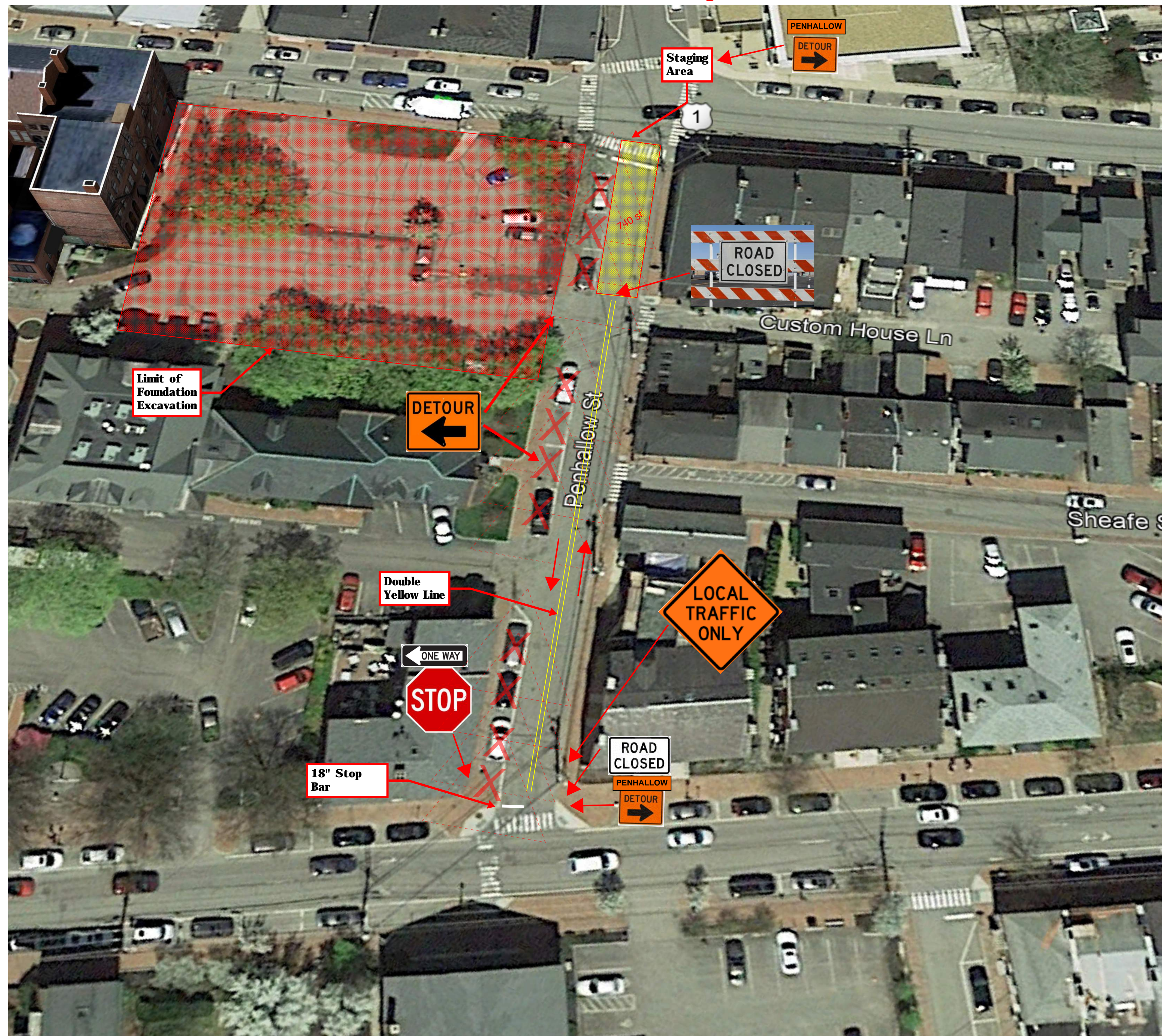
Traffic Plan:

Only local traffic will have access to the section of Penhallow St. between State St. and Daniel St. Residents and businesses will ingress and egress via 2-way traffic on this section of Penhallow to and from State Street. The Sidewalk on the east Side of Penhallow will remain open. Sidewalks on the west side of Penhallow will remain closed per the current project encumbrance plan. Detour signs will be placed to direct Penhallow through traffic to access Daniel St. from the east and to take a right turn onto Penhallow.

All Signage will meet current MUTCD guidelines.

There will be **no** parking on this section of Penhallow during this closure.

Note: The three parking spaces on Penhallow Street next to proposed staging area are encumbered as part of a separate license agreement that also includes the sidewalk next to the project site. The remaining six spaces are included in this license agreement.



Scale: NTS



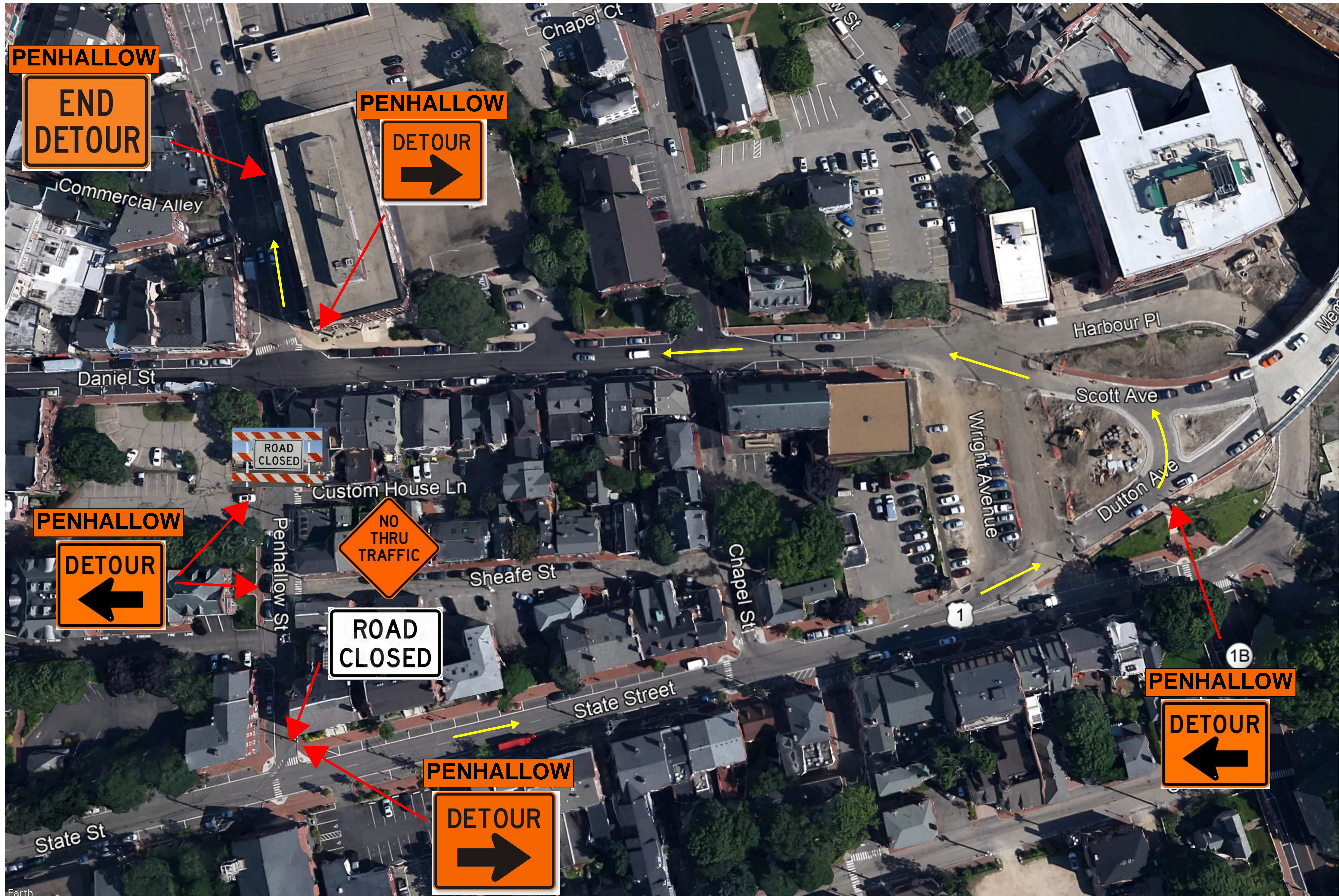
Revised	Comments	By
11/3/2020		RD
11/6/2020		RD

SEVERINO TRUCKING CO., INC.
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 30 Penhallow Street
 Portsmouth, NH 03801

Project
BRICK MARKET
 60 Penhallow Street
 Portsmouth, NH

Project Number:
 Sheet Title:
Traffic Control Plan
 10/22/2020
 1 2



Scale: NTS

Revised	Comments	By
11/6/2020		RD

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Prepared for:
MCNABB PROPERTIES, LTD
30 Penhallow Street
Portsmouth, NH 03801

Project
Brick Market
60 Penhallow Street
Portsmouth, NH

Project Number:

Sheet Title:
Detour Plan

11/3/2020

2	2
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16-Dec-20

Karen S. Conard

City Manager
City of Portsmouth
1 Junkins Avenue
Portsmouth, NH 03801

RE: 111 Maplewood Ave LLC License Extension

Ms. Conard

We are currently working under a License for the above referenced project for license area #1 and license area #2 (see attached) which expires on 23Dec20.

At this time, we formally request for an extension for these two areas from 23Dec20 to 15Feb21.

The reason for this request is as follows:

We have an issue on the corner of Raynes and Maplewood with an existing electrical duct bank was discovered inside the property line and within the construction zone.

We also have an issue with the new/existing grade on the corner or Raynes and Vaughan.

We've been working diligently on resolving the issues on these two corners however, neither of these areas are close to being turned over to the City by 23Dec20.

I'd be happy to come in and discuss these issues with the City at your convenience.

Thank you for your consideration in this matter.



Lance Bennett
Co-President
PROCON LLC

Cc, Juliet T.H Walker, Rob Previti, file

LICENSE AGREEMENT
111 MAPLEWOOD AVE., LLC

The City of Portsmouth (hereinafter "City"), a municipal corporation with a principal place of business of 1 Junkins Avenue, Portsmouth, New Hampshire 03801, for good and valuable consideration as set forth herein, hereby grants this Revocable License to 111 Maplewood Ave., LLC (hereinafter "Licensee" or "Owner") with a principal place of business at 210 Commerce Way, Suite 300, Portsmouth, NH 03801 pursuant to the following terms and conditions:

1. **Areas of License and Use:** The Owner owns the land, with buildings and other improvements thereon, in the City of Portsmouth, Rockingham County, State of New Hampshire, located at 145 Maplewood Avenue (formerly known as 111 Maplewood Avenue), shown on the City of Portsmouth's Assessor's Map as Tax Map 124, Lot 008 ("Subject Property"). For the Owner's title to the Subject Property, see Rockingham County Registry of Deeds at Book 6026 Page 2219.

The City authorizes Licensee to temporarily use eighteen (18) parking spaces which abut the Subject Property -- seven (7) parking spaces are located on Maplewood Avenue, eight (8) parking spaces are located on Raynes Avenue and three (3) parking spaces are located on Vaughan Street. In addition, the City authorizes Licensee to temporarily use 3,916 square feet of sidewalk area located on Maplewood Avenue, Vaughan Street, and Raynes Avenue abutting the subject property. These areas are the License Area as depicted and described in the attached Plan as Exhibit A.

2. **Use:** Licensee shall make use of the License Area for the purpose of facilitating the Licensee's construction of a 4 story office building.
3. **Term:** The license for the License Area on Maplewood Avenue shall be for 54 days beginning December 24, 2020 and ending on February 15, 2021.

Licensee may terminate this License prior to the end of the term by returning License Area to safe and effective use by the public prior to the expiration of the term of this License. The Licensee shall contact the Director of Public Works for a determination that the License Area has been temporarily returned to safe and effective use. Failure to remove all vehicles, barriers, materials and equipment and to return the License Area to the City in the manner prescribed under this License at the end of the term may result in enforcement action by the City.

4. **Notice:** Licensee shall provide notice to the City's Director of Public Works when Licensee assumes control and use of the License Area and again when it returns the License Area to the City's control and use.
5. **License Fees:** The Owner shall pay to the City license fees in accordance with City Council Policy No. 2018-02 entitled "License Fee for Encumbrance of City

Property". The License Fee Policy provides that the Owner will be charged a daily fee for each metered parking space as determined by the fee schedule of \$35 per parking space per day and \$0.05 per square foot of sidewalk area per day.

The total fee for the sidewalk portion of the License Area is \$10,573.20 (3,916 X \$0.05 X 54) and the total fee for the parking portion of the License Area is \$34,020 (18 X \$35 X 54) for a total combined fee of **\$44,593.20**.

The total License Fee shall be paid in full to the City in advance of the commencement of the term of this Agreement.

Because it is in the City's interest that the Licensed Areas be returned to the public use as soon as possible, if the License Area is returned to the City prior to the end of the License Term, the City will refund the Owner the portion of the License Fee paid but not used by the Owner.

6. **Indemnification:** Licensee agrees to indemnify and hold harmless the City of Portsmouth for any and all property damage, bodily injury or personal injury which arises as a result of its utilization of the Licensed Areas. This obligation survives termination or revocation of this Agreement.
7. **Insurance:** At all times the Licensee shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence. Licensee will provide proof of insurance to the City during the term of this Agreement and the City shall be named as an additional insured.
8. **Maintenance of Area:** During the term of this Agreement, Licensee shall maintain the License Area in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. The Licensee shall secure the perimeter of the License Area and take such other measures as may be necessary for pedestrian and vehicular safety during use of the Licensed Areas.
9. **Damage:** Licensee agrees to remedy any damage to the License Area caused by the Licensee's activities. The work will be performed by Licensee to City specifications and survive the terms of this License Agreement. The City may elect to accept reasonable reimbursement from the Licensee in lieu of remedy.
10. **Compliance with Other Laws:** This Agreement does not relieve Licensee from compliance with any other local, state or federal laws or regulations or conditions imposed by any local board. Failure to abide by any local, state or federal laws or regulations or any condition of site plan and may at the City's discretion, result in revocation.
11. **Revocation:** The City may terminate this Agreement or any provision contained in this agreement on 72 hours written notice if Licensee fails to meet the terms and conditions of this License or if the public interest requires such termination. No 72 hour written notification is required by the City if it is an emergency.
12. **Contractor and Subcontractor Parking:** Licensee understands and agrees that its contractors and subcontractors for the project shall not use on-street

parking. Language will be inserted in Licensee's vendors and suppliers Purchase Orders and Trade Subcontracts that make the prohibition against parking on City streets mandatory. Contractor shall limit/ manage construction vehicles and deliveries to avoid disruption to businesses, particularly during the holiday season. Contractor may use loading zones for active loading and unloading of materials, equipment and tools.

Dated this _____ day of _____, 2021

City of Portsmouth

By: _____
Karen Conard
City Manager

Pursuant to vote of the City Council
of _____

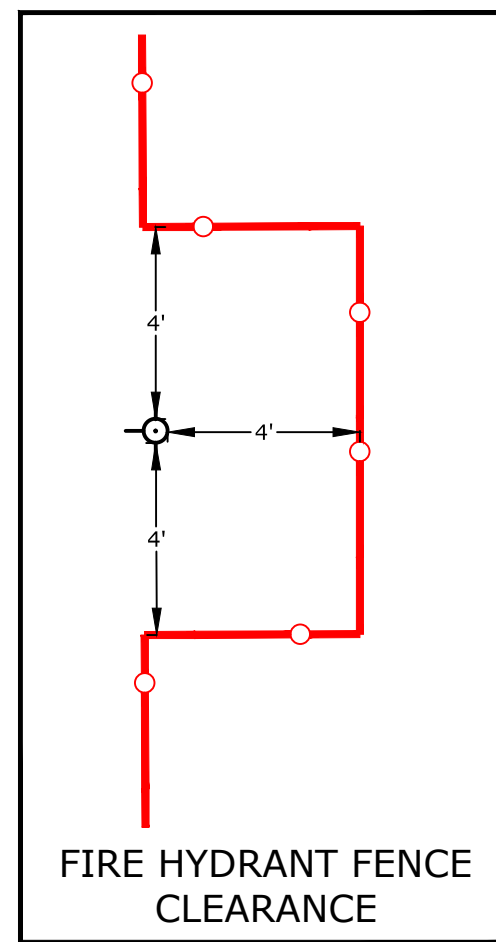
Dated this _____ day of _____, 2021.

111 Maplewood Ave., LLC

By: _____

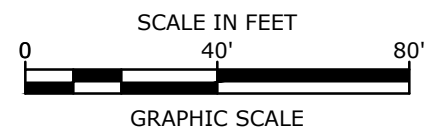
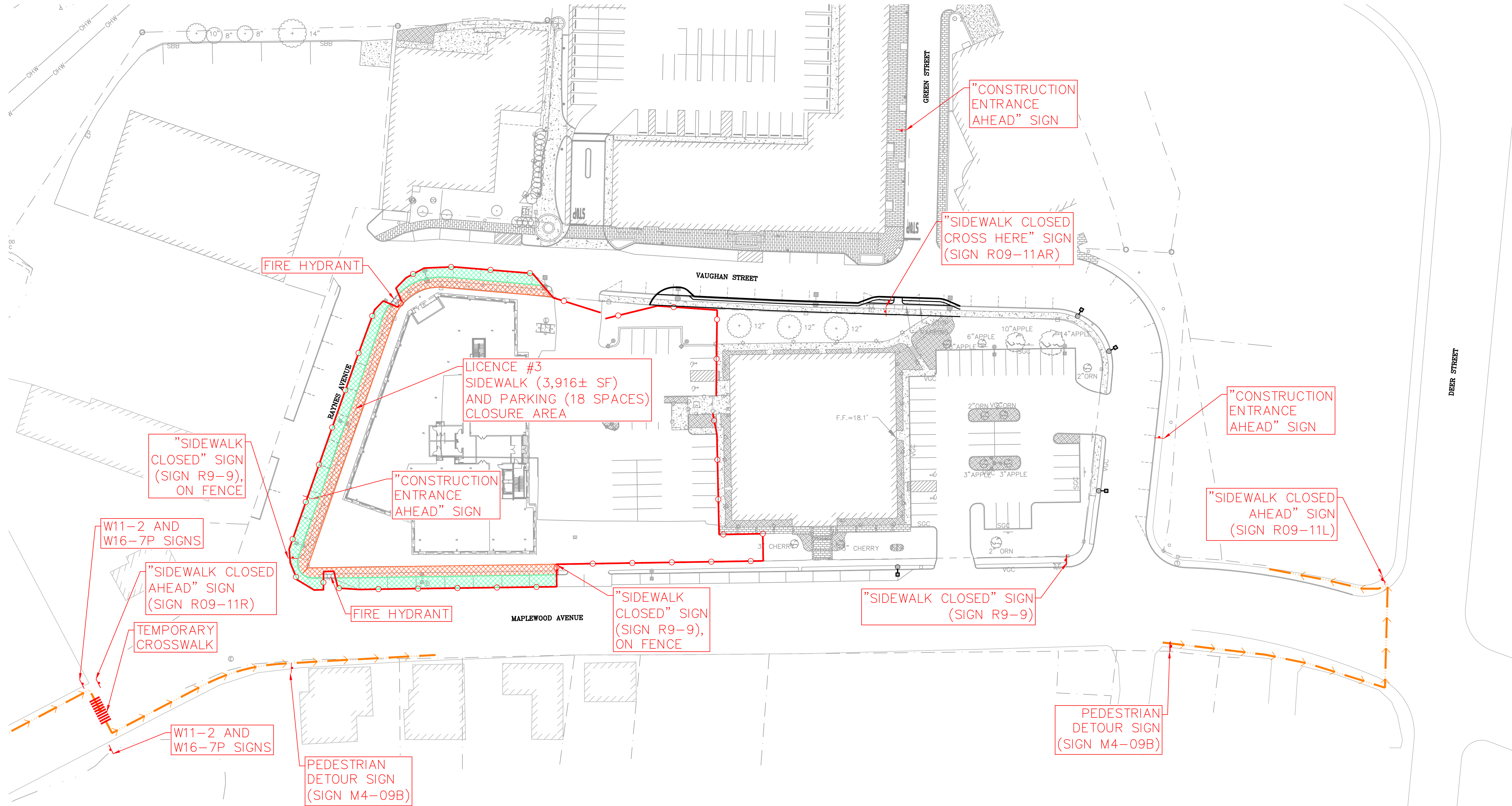
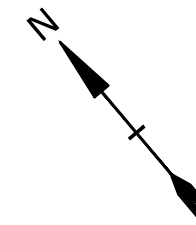
Exhibit A

- NOTES:**
- COORDINATE ALL WORK WITHIN THE CITY RIGHT OF WAY WITH THE CITY OF PORTSMOUTH DPW & POLICE DEPARTMENT.
 - SIGNAGE SHALL BE PLACED IN SUCH A MANNER TO NOT BLOCK ABUTTERS' DRIVEWAYS.
 - CONTRACTOR TO VERIFY THAT A MINIMUM LANE WIDTH OF 11' CAN BE MAINTAINED AT ALL TIMES FOR VEHICLE TRAFFIC THROUGHOUT CONSTRUCTION. IF 11' LANE WIDTH CANNOT BE MAINTAINED CONTRACTOR SHALL COORDINATE WITH THE CITY OF PORTSMOUTH DPW FOR ALTERNATE ROUTES.
 - PARKING SPACE CLOSURES SHALL BE COORDINATED WITH THE CITY OF PORTSMOUTH DPW.



LEGEND

- TEMPORARY SIGNAGE
- LIMIT OF WORK AREA
- TEMPORARY TRAFFIC CONTROL DEVICES
- PEDESTRIAN DETOUR ROUTE
- CONSTRUCTION FENCE
- LICENCE AREA #3
 - SIDEWALK AREA = 3,916 SF
 - 7 PARKING SPACES ON MAPLEWOOD
 - 8 PARKING SPACES ON RAYNES
 - 3 PARKING SPACES ON VAUGHAN



Proposed Office Building

RW Norfolk Holdings, LLC

Portsmouth, New Hampshire

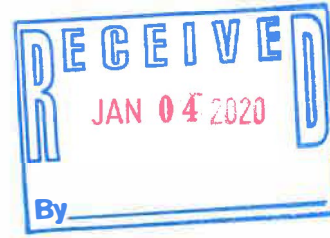
MARK	DATE	DESCRIPTION
J	11/6/2020	Revised Licence Plan #3
I	8/31/2020	Revised Encumbrance Plan
H	8/5/2020	Revised Encumbrance Plan
G	7/13/2020	Revised Encumbrance Plan
F	6/29/2020	Revised Encumbrance Plan
E	5/25/2020	Revised Licence Plan #2
D	8/23/2019	Revised CMMP
C	8/16/2019	Revised CMMP
B	7/29/2019	Revised CMMP
A	6/19/2019	CMMP

PROJECT NO:	K-0076-019
DATE:	06/19/2019
FILE:	K-0076-019_C-SITE-CMMP.dwg
DRAWN BY:	NAH
CHECKED:	PMC
APPROVED:	BLM

SIDEWALK CLOSURE AND PARKING CLOSURE LICENCE PLAN #3

SCALE: AS SHOWN

LICENCE #3



CM Action Item #2

December 28, 2020

Juliet Walker
Planning Director
1 Junkins Avenue
Portsmouth, NH 03801

Notice of a Construction License Extension Meeting

As an abutter to 111 Maplewood Avenue as identified on *Map 124 Lot 8*, you are invited to attend a follow up Virtual Meeting with the Contractor's Representatives and City Officials to discuss the extension of the current City License for the closure of sidewalks and parking spaces associated with this construction project. This will be a **Microsoft Teams Meeting**. We have attached instructions on how to join and participate in the meeting. If you need to discuss how to use this program, please contact John Kirkhart prior to the meeting @ 603-518-2262.

This Meeting is scheduled for **Thursday, 07Jan21, at 9am**. This Plan is intended to mitigate, as much as possible, adverse impacts arising from this license extension. If you have questions or comments, please contact:

Project Contact:

Lance Bennett
PROCON LLC
603-518-2244
lbennett@proconinc.com

City Contact:

Juliet Walker
Planning Director
603-610-7296
jthwalker@cityofportsmouth.com



T 603.623.8811

F 603.623.7250

P.O. Box 4430

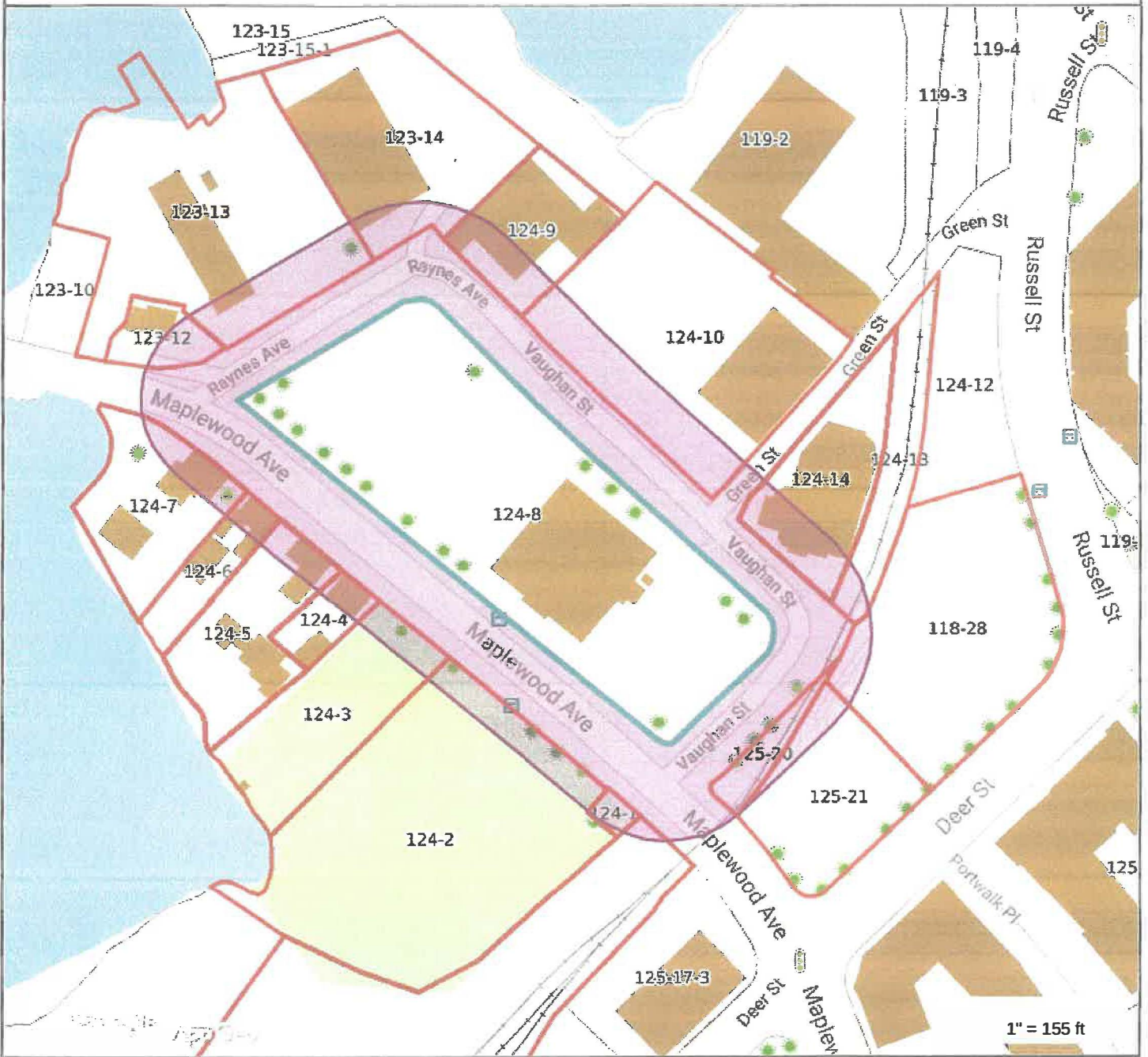
Manchester, NH 03108

This meeting will be conducted online using Microsoft Teams. Please follow the instructions below to join the meeting at the scheduled time.

- Open your web browser and enter: meetnow.proconinc.com
 - If you prefer to dial in by phone (audio only), you can use this conference call info instead then disregard the rest of the instructions:
 - Phone Number: [1 929-229-5404](tel:19292295404)
 - Phone Conference ID: **687 101 757#**
- You'll see two choices: **Download the Windows app** and **Join on the web instead**. If you join on the web, you can use either Microsoft Edge or Google Chrome. Your browser may ask if it's okay for Teams to use your mic and camera. Be sure to allow it so you'll be seen and heard in your meeting.
- Enter your name and choose your audio and video settings. Select **Phone audio** if you want to listen to the meeting on your mobile phone.
- When you're ready, hit **Join now**.
- This will bring you into the meeting lobby. We'll notify the meeting organizer that you're there, and someone in the meeting can then admit you.

111 Maplewood Avenue

CM Action Item #2



Property Information

Property ID 0124-0008-0000
Location 111 MAPLEWOOD AVE
Owner 111 MAPLEWOOD AVENUE LLC



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

City of Portsmouth, NH makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 4/1/2019
Data updated 7/17/2019

To: Mayor and City Council

From: Friends of the First N.H. State House

P.O. Box 4002

Portsmouth, NH 03802

By members Steve Parker Feld, Portsmouth

Michael Danley, Portsmouth

Dated: December 28, 2020

For more than two decades our group and our predecessor group, Save Our Statehouse Committee, have endeavored to save the remaining original historic fragments of the 1758 building which once sat in middle of Market Square. Former U. S. Senator Judd Gregg had the U.S. Government spend \$250,000 to hire consultants to investigate possible uses for these artifacts. At the public hearing at Strawberry Banke Museum these consultants stated they saw no reason why the original rescued part of the building could not be incorporated into a reconstructed replica built on the McIntyre site. George Washington actually spoke from the balcony of this very building. Architect Gregg Schroeder of Eliot, ME has drafted a sketch for public use at McIntyre Square placing the reconstructed State House at the corner of Penhallow and Bow Street. Architect Doug Greene of Kittery, ME won a juried contest our group sponsored proposing that the State House reconstruction could become the downtown Portsmouth U.S. Post Office. These ideas should be given serious consideration in the on going public input into historic preservation of the McIntyre property. We can think of no better way to tangibly commemorate the upcoming 400th anniversary of the original settlement of Portsmouth.

Thank you for forwarding this to all interested parties.





First State House Plaza At McIntyre Square

The Concept:

1. A new building that houses the remaining fragments of the historical First State House, so we can reclaim, restore and preserve an active part of our cultural heritage before it is lost forever.
2. Create a flexible, unique, outdoor/indoor space available year-round for numerous public purposes -- fostering activities not possible elsewhere -- public art and culture, a place for gathering and music and meeting friends, a year-round "farmer's market."
3. A people-focused pedestrian space arising from our distant past beneficially reclaimed for generations into the future.
4. The State House can be in the focus of a public plaza, available for numerous types of events, with an interactive water fountain to engage children of all ages.
5. This can be part of a larger public-private partnership that creatively reuses the site of the McIntyre Federal Building to benefit all of the public -- including our residents, our visitors, and our businesses.
6. A continued location for the U.S. Post Office, which our downtown residents and businesses need.
7. A new center of education and democracy where we can study our past and envision our future.

Special Benefits:

- Overlooking the river
- Centralized downtown location
- As part of a public-private partnership, part of the land (2.2 acres) can be businesses, housing, and parking - and the U.S. Post Office
- Public costs can be covered by fundraising events
- Will enhance that part of Daniel, Bow, and Penhallow Streets
- Will become a proud focal-point for Portsmouth that is unique and adds more community space

We want to know what programs people want to include in the facility. Following are the ideas generated so far. Please send us your ideas.

Possible Programs:

Public meeting, gathering, music, art, education & speaking spaces – inside & out

Interpretive exhibit of the re-assembled approximately 1/3 of the remaining original State House elements inside the new building with multi-media presentation of materials to get a glimpse of how it functioned as the seats of both royal and colonial government in the 18th century, how it became a boarding house, and how it came to become the “star” of the exhibit.

Student art exhibits and related activities

Bicycle station – racks, lockers, bathrooms, maybe even micro-shop for repairs and bike rentals

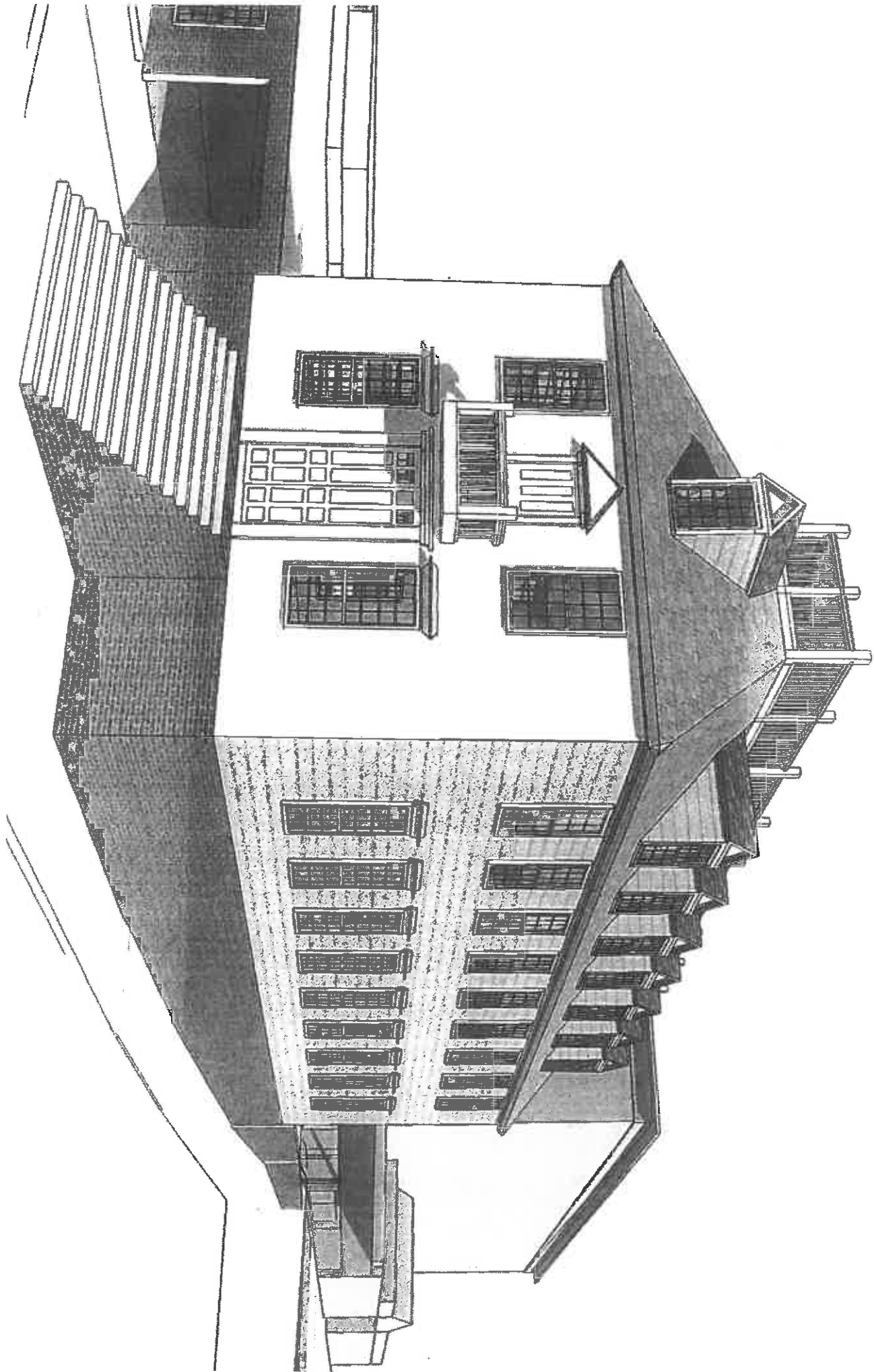
Post office services

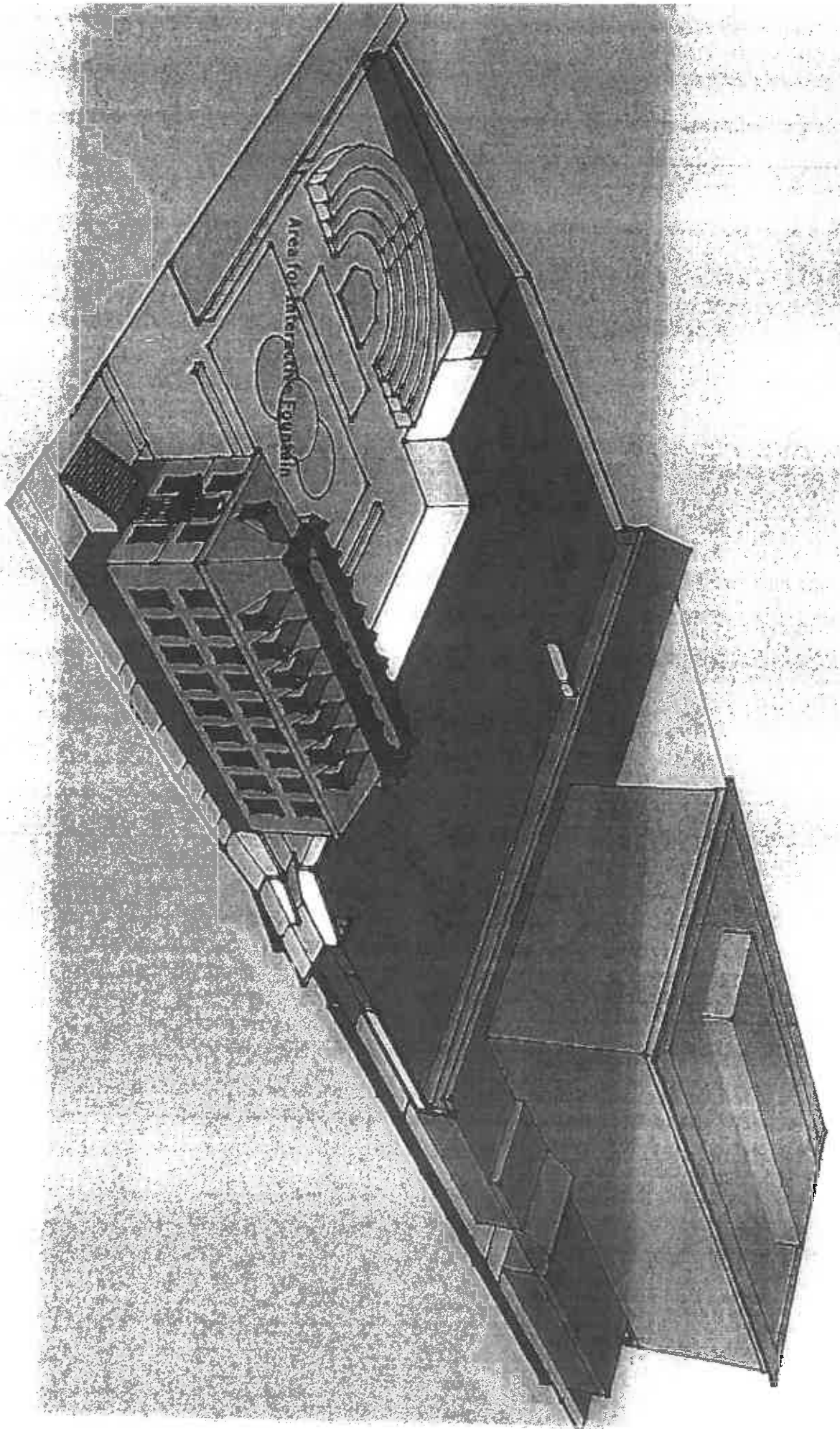
Micro-capital enterprise venue for marketing local attractions such as kayak rentals, restaurants, seasonal offerings and ticket sales

Space available for rent to offset maintenance cost, like a coffee bar with charging stations

Interactive water fountain

Farmer’s market





*Five Friends
Plan 2016*



1742

The Province of New Hampshire emitted 25,000 British pounds in bills of credit to fund the new government and to undertake public works, including construction of a state house. The New Hampshire government continued to meet in rented rooms in Portsmouth taverns.

1752

The house of representatives appointed Richard Jenness, Henry Sherburne, Jr., and speaker Meshech Weare a committee to join with a delegate from the council, to select a site for a state house, and to prepare a plan for the building.

1753

John Downing of the council presented a plan for a brick state house to measure 30 by 80 feet.

1754

The house of representatives voted that "the Parade, so-called, by the North meeting-House in Portsmouth . . . is the most suitable and proper place to set the said House upon, provided the Town of Portsmouth will consent thereunto."

The house of representatives voted to appropriate 2,000 pounds to build the state house, but voted that the materials be changed from brick to wood and that a cupola, shown on the plan, be omitted.

1757

After several unsuccessful attempts to get Governor Benning Wentworth to assent to the house vote, the house increased the appropriation to 2,500 pounds new tenor and the governor concurred.

Henry Sherburne, Jr., and Clement March of the house joined Mark Hunking Wentworth (Governor Wentworth's brother) and Daniel Warner (Henry Sherburne Jr.'s father-in-law) of the council to form a building committee charged with contracting for "the building of said house [with] such person or persons as will build the same in the best manner."

1758

The committee advertised for bids to frame, raise, and finish the exterior of the building. A few weeks later, this invitation was followed by a second advertisement for completing the glazing, painting, and chimney, together with interior floors, partitions and plastering.

1759

The building was illuminated with fifty pounds of candles to celebrate the capture of Quebec.

1760

The first stage of construction was completed. Total cost was 3,773.3.0-1/4 pounds new tenor, leaving a deficit in the building fund of 1,273.3.0-1/4 pounds.

1762

The building was furnished with chairs, tables, fireplace equipment, and writing supplies.

1764

The house of representatives voted to complete the structure. The second phase of construction included the addition of stone steps at the two end doors, a cupola, a balcony at the eastern end on the second story, and a roof balustrade.

1765

Protests against the Stamp Act were held at the state house.

1767

NH's Governor John Wentworth was inaugurated in the state house. Wentworth was an American by birth and ancestry, though a British subject like everyone else in New Hampshire.

1769

The second phase of construction and finishing was completed.

1774

A protest against the importation of British tea was held at the state house. (After the attack on Fort William and Mary in 1774, Gov. Wentworth was driven from Portsmouth in 1775.)

1776

The Declaration of Independence was read from the state house balcony.

1783

Peace with Great Britain was declared at the state house.

1789

The state house was illuminated to celebrate New Hampshire's ratification of the United States Constitution. New Hampshire's vote (the ninth of thirteen) established the Constitution as the plan of government for the nation.

1789

President George Washington was received by the citizens of Portsmouth, making a speech from the balcony.

1803

Following the first of three great Portsmouth fires, Portsmouth citizens petitioned the general court for permission to remove the state house from the Parade as part of a street-widening program and as a means of reducing the danger of fire from this large, wooden structure. The legislature responded with an act (not utilized at that time) empowering the town to remove the building.

1809

Concord, NH was designated the permanent seat of state government, leaving the statehouse as a Rockingham County court house and a home for various Portsmouth organizations.

1817

The Town of Portsmouth, having assumed responsibility for maintenance of the state house, carried out the first of a series of repairs, some of which entailed removal of deteriorated exterior architectural features.

1834

The Portsmouth town meeting resolved that the state house "ought to be removed" from Market Square.

1836

The Town of Portsmouth entered into agreements with the North Congregational Church, the State of New Hampshire, Rockingham County, and other interested parties to remove the state house from the square. Private citizens subscribed \$700 toward costs of removal in order that the square might be opened up to enhance beauty, traffic, and business.

SPECIAL: Read Brewster's final statehouse tour

The building was sold to Capt. Israel Marden, who began to strip the building and sold the eastern end of the structure to Mads Danielson, a Norwegian-born boardinghouse proprietor who owned a lot on Pitt (later Court) Street.

Danielson boarded up the open end of the fragment with second-hand timbers and boards and had the shell removed and remodeled into a Greek Revival-style dwelling that long stood at 47 Court Street.

1876

Sarah Haven Foster noted in her "Portsmouth Guidebook" that the building at 47 Court Street was part of the old state house. This was followed by a similar note by Lewis W. Brewster in the "Portsmouth Journal" of April 6, 1878.

1902

Photographer Caleb Stevens Gurney published his "Portsmouth, Historic and Picturesque." This book included a photo-montage, based on the existing portion of the state house at 47 Court Street, that purported to show the building as it had stood on the Parade "according to the testimony of many old people, who can remember it distinctly." Being based on the remodeled fragment on Court Street, this photograph depicted the building with Greek Revival-style exterior detailing; being guided by the memories of old people who would have seen the building in its days of decline, after the removal of many important exterior features, the montage showed the structure with no cupola, roof balustrade, or other imposing ornamentation.

1935

In consultation with Portsmouth mayor Robert Marvin and local architects and historians, Donald Chorley, architectural research advisor to the Works Progress Administration, suggested that the old state house be "rebuilt" as part of an ambitious slum-clearance project proposed for Portsmouth.

1958

Founders of Strawberry Banke, Inc., a historical preservation project, made the acquisition of the building at 47 Court Street part of their plans, proposing to move it to an area to be acquired through an urban renewal program and to reconstruct and restore the building as the centerpiece of a group of buildings to be moved to the site to illustrate the political history of Portsmouth and New Hampshire.

1967

Supporters of Strawberry Banke in the New Hampshire general court secured passage of a law appropriating \$35,000 with which the New Hampshire Division of Parks would purchase the building from its private owners and move it to a site within the Strawberry Banke property.

1969

The State of New Hampshire secured title to the building at a price of \$13,500 and moved it a short distance to Strawberry Banke at an additional cost of \$15,523.

1970

Joseph Hammond, an undergraduate at Boston University, wrote a seminar paper entitled "The New Hampshire Provincial State House." Hammond concluded that the building recently moved to Strawberry Banke property was "unlikely" to be a portion of the old state house, proposing instead that the structure might be part of the contemporaneous Portsmouth alms house which was removed from its site on Court Street at the same time that the state house was removed from Market Square.

Combined with budget and staff shortages at Strawberry Banke, Hammond's report discouraged further investigation or planning on the part of Strawberry Banke, Inc.; the building was largely forgotten by the New Hampshire Division of Parks and Recreation, the state agency that was responsible for it.

1980

The New Hampshire State Historic Preservation Office awarded Strawberry Banke, Inc., a \$600 matching grant to "complete the documentary and architectural research needed to establish beyond a reasonable doubt whether or not the structure [at Strawberry Banke] is indeed part of the State House."

1983

Because the award to Strawberry Banke was not acted upon, the State Historic Preservation Office requested that James L. Garvin, curator of the New Hampshire Historical Society, carry out research to "indicate . . . the weight of evidence . . . as to whether it [the building at Strawberry Banke] is actually the state house or not." In two reports to Commissioner George Gilman of the New Hampshire Department of Resources and Economic Development, dated 2 October 1983 and 13 December 1983, Garvin reported on the discovery of the construction bills and accounts for the building at the New Hampshire Division of Records Management and Archives and concluded that the building was part of the state house. He recommended that Strawberry Banke undertake a physical investigation to correlate structural evidence with the newly-discovered documentary evidence.

1983

Randolph P. Dominic, Jr., of Strawberry Banke prepared an "Analysis and Critique of Joseph W. Hammond's "The New Hampshire Provincial State House.""

1984

Strawberry Banke carried out a physical investigation of the building and reported to Commissioner Gilman that they found evidence of the second-story doorway and balcony on the eastern end of the building.

1987

The New Hampshire General Court passed a law appropriating \$125,000 to study the building and make recommendations and plans for its restoration and future use. The newly-reorganized New Hampshire Division of Historical Resources (the State Historic Preservation Office) was made responsible for this study.

In response to this law, James Garvin, then employed by the Division of Historical Resources as state architectural historian, further studied the documentary evidence pertaining to the building and wrote a report entitled "Summary of Documentary Evidence, Old State House, Portsmouth, New Hampshire."

1988

The Division of Historical Resources contracted with Salmon Falls Architecture, Adams & Roy Consultants, and Dodge, Adams & Roy, contractors, to carry out a physical investigation of the old state house and prepare a detailed study written by Gregory Clancey and entitled "Historic Structure Report: Old New Hampshire Statehouse, Portsmouth, N.H."

1988

Following completion of this study, state senator Elaine Krasker of Portsmouth introduced a bill that would have appropriated \$1,750,000 to restore and reconstruct the old state house in Portsmouth as a museum of New Hampshire history under royal government. By this time, Strawberry Banke, Inc. (now called Strawberry Banke Museum) had changed its interpretive emphasis to focus on the Puddle Dock neighborhood. The museum no longer desired to have the state house on its property except under arrangements that would have been financially advantageous to the institution. Senator Krasker's bill was defeated.

1989

Because the building was in rapidly deteriorating condition, Senator Krasker introduced a bill to appropriate \$50,000 to mark each element of the state house fragment, to dismantle the structure, and to transport the disassembled building to a place of safe storage.

1990

The building was disassembled, packed in a purchased second-hand forty-foot trailer, and brought to Concord where the trailer was placed behind the Walker Building at the New Hampshire Hospital, then the site of the offices of the Division of Historical Resources.

1991

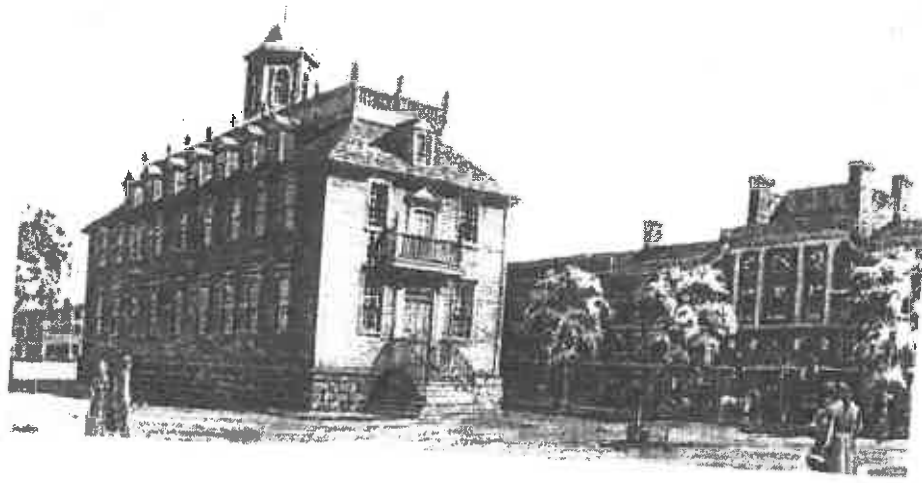
When the offices of the Division of Historical Resources were moved from the Walker Building to the Margaret Pillsbury Hospital maternity building at 19 Pillsbury Street in Concord, the trailer was moved to that new location.

1998

Portsmouth Mayor Evelyn Sirrell forms a blue-ribbon committee to again work toward the goal of reconstructing the old state house in Portsmouth. An estimated budget of \$2.5-3 million is proposed by committee member David Adams.

1999

A revised Mission Statement is accepted. The Save Our Statehouse Committee, after an extensive search for an appropriate site, proposes that the ideal location for the building is at the end of Pleasant Street in Market Square, just a few yards from its original location on the "Parade."



Old NH Statehouse

Architectural Model of Remaining Portion

NH Division of Historical Resor



View from Roof

CITY COUNCIL E-MAILS

December 21, 2020 (after 4:00 p.m.) – January 7, 2020 (before 9:00 a.m.)

January 21, 2020 Council Meeting

Below is the result of your feedback form. It was submitted by andrew bagley (abagley21@gmail.com) on Monday, December 21, 2020 at 21:24:13

address: 40 Chauncey Street Portsmouth

comments: Dear Honorable Mayor, Assistant Mayor, and City Councilors, It is understood that in March we thought we would be well through the pandemic by now. The reality is that we are not and its extremely unfortunate. It would have been impossible for you to have know that. Of course substituting holiday parking was a great move at the time. However this pandemic has been much worse than we expected or feared and anything we can do to support the downtown is worth considering. I did re-watch the video of that meeting earlier today and understand Councilor Huda's point. However we probably need incentives for people to visit our downtown now more than ever.

Best regards,
Andrew Bagley

"Mayor Becksted said he would like to use the Holiday Parking now during this need rather than in December. He would like to work collaboratively on parking in lots and businesses. He said we will be a functioning government no matter what.

Assistant Mayor Splaine said we should be able to make a decision on the parking holiday period, available parking for employees, and the garage would solve some of the problems.

Assistant Mayor Splaine moved to give authority to act to City Manager Conard and work out details with parking officials for a free-parking program through April 6th with a report back regarding financial implications. Further that enforcement will continue to ensure the turnover of parking spaces. Seconded by Councilor McEachern.

Councilor Trace said she agrees with Assistant Mayor Splaine and Councilor McEachern that this is something we need to do immediately. She suggested that Strawberry Banke has been very kind and maybe we can use their parking lot.

Councilor Tabor said we give people free parking in the area of restaurants and retailers will encourage picking up a dinner. He said we should target some streets downtown and maybe create free parking for downtown employees at Foundry Garage.

Councilor Kennedy requested to implement safety programs, by adding safety cones to ensure areas for pick-up remain safe. She said the spaces should be for 10 minute parking.

Councilor Lazenby said we should work on something now. He said he would like to instead of holiday parking, institute the free parking from March 17th through March 31st.

Assistant Mayor Splaine suggested free parking in city garages for downtown workers during this health emergency.

Councilor Trace said she would like to look at employees working in the city to park in the garage.

Councilor Huda requested City Manager Conard gather a list of businesses and retailers that are open and post the list on the website."

includeInRecords: on

Below is the result of your feedback form. It was submitted by Josh Denton (joshuaddenton@hotmail.com) on Tuesday, December 22, 2020 at 16:56:14

address: 110 Brewery Lane, 312

comments: I wanted to thank everyone for their votes last night regarding the Styrofoam ban and the single-use disposable regulations for City property. Feel free to reach out going forward if you have any questions regarding either ordinance. Have a Merry Christmas and a Happy New Year!

Josh

includeInRecords: on

Below is the result of your feedback form. It was submitted by william burns (meathead1000@comcast.net) on Thursday, December 24, 2020 at 20:13:16

address: 34 hillside dr

comments: I just read that Comcast will be instituting a charge for internet users who use more than 280 terabytes in a month. One schoolkid using Zoom for school uses an estimated 192 terabytes by himself making watching streaming services for TV impossible.

Cord cutting is the stated reasoning, but don't we, as a City, have some say over this monopoly? The cost of infrastructure was covered years ago so we shouldn't feel obliged at all. I want choice, please!! Open up to more vendors or submit our City's business to other options such as ATT or Verizon, both of whom do not have a data cap. Why are we cutting the cord? Because the Comcast basic service plan is horrible, obscenely overpriced compared to competition with just a pitiful line up of basic cable shows.

includeInRecords: on

Below is the result of your feedback form. It was submitted by Andrew Bagley (abagley21@gmail.com) on Wednesday, December 30, 2020 at 14:25:31

address: 40 Chauncey Street

comments: Dear Honorable Mayor, Assistant Mayor, and City Councilor's,

After watching the meeting today Councilor Huda explains that the BRC has "no authority to act", "cannot have sub-committees", was previously "to nimble" and must incorporate every business in Portsmouth on a block by block basis. It seems a impossilbe task has been assigned to this BRC and requiring them to spend time working with businesses like Walmart, Home Depot, Doctors offices, Portsmouth Hospital, Highliner Foods, Novel Iron Works etc. is not only overly broad but unnecessary. These are a group of volunteers that did a tremendous service to the city in 2020 and IMHO are now being set up to fail in 2021.

Best regards,

Andrew Bagley

includeInRecords: on

Below is the result of your feedback form. It was submitted by Donna Westbrook (dmwestbrook@comcast.net) on Sunday, January 3, 2021 at 04:01:30

address: 76 Manor Drive, Portsmouth, NH

comments: To the City Manager, Mayor, and all city council members, I have re-opened my petition.

I have re-opened my petition.

<https://www.change.org/WarmingCenterInPortsmouth>

Portsmouth and the Seacoast Area have people who are homeless and living outside. Winter in Portsmouth is cold. Let's help people who are homeless get a break from cold and stormy weather by providing them with a 24 hour winter warming center in Portsmouth.

Imagine if it were you, being out in cold weather, day after day, with no way to warm your body but to keep moving or to try and find enough blankets and maybe a tent to try to sleep. This wears down a person's body and soul!

Provide a 24 hour warming center all winter long and show that you care about those less fortunate as being as much deserving of a warm place to lay their heads as anyone!

Petition Letter is as follows:

To The City Manager and Mayor of the City of Portsmouth, Help Keep People who are Homeless and living outside in the winter, warm with a 24 hour winter Warming Center!

The city should provide a warming center for people who are homeless and living outside in winter time. This warming center should be open all winter long, 24 hours a day. Protect people who are homeless from hypothermia, frostbite, and possibly death, which can happen even above 32 degrees F.

Sincerely,
Donna Westbrook
Manor Drive
Portsmouth, NH
603-957-9054

You can visit the facebook page at <https://www.facebook.com/PetitionersForChange>
includeInRecords: on

PARKING AGREEMENT

The following Agreement is between the City of Portsmouth, a municipal corporation with a principal place of business of 1 Junkins Ave, Portsmouth, New Hampshire 03801 (hereinafter the "City"), and Bluestone Properties of Rye, LLC (hereinafter "Bluestone"), a New Hampshire limited liability corporation with a mailing address of P.O. Box 300, Rye, New Hampshire, 03870 (collectively the "Parties").

Part 1: Definitions

1. Bluestone: Bluestone Properties of Rye, LLC is a New Hampshire limited liability corporation. Peter J. Labrie and Michael G. Labrie are the principals of Bluestone Properties of Rye, LLC. Any entity with these same principals shall be deemed to be Bluestone for the purposes of this agreement.
2. Bluestone Spaces: five (5) designated spaces in the Worth Lot, as Identified in Exhibit A. The Bluestone Spaces, as a portion of the Worth Lot, is valuable to the City for the income it produces when the City charges for parking and as inventory in the City's parking stock.
3. Bluestone Property: property owned by Bluestone, located at 135 Congress Street, Portsmouth, County of Rockingham, and State of New Hampshire, and described in the deed recorded at the Rockingham County Registry of Deeds at Book 5761, Page 1289.
4. Bluestone Signs: Bluestone Signs shall refer to up to five (5) signs to be installed adjacent to the Bluestone Spaces to indicate the Bluestone Spaces are for the exclusive use of Bluestone.
5. Site Plan: Site Plan shall refer to the site plan Bluestone submitted to the Portsmouth Planning Board regarding the Bluestone Property, as approved by vote of the Planning Board on January 18, 2018. The Site Plan, as approved by the Planning Board, is hereby incorporated by reference.
6. Worth Lot: a municipal parking lot owned by the City and located on Maplewood Avenue between Hanover and Congress Streets, known as the Worth Lot, and described in more detail in a deed recorded at the Rockingham County Registry of Deeds at Book 4701, Page 534. The Worth Lot is valuable to the City for the income it produces when the City charges for parking and as inventory in the City's parking stock.

Part II: Term

7. Agreement shall be effective as of the execution date, _____ and continue for a period of five (5) years until the expiration date, _____.

Part III: The Worth Lot.

8. Bluestone Spaces: Bluestone shall have exclusive access to the Bluestone Spaces on a continuous, twenty-four (24) hour a day, seven (7) days per week basis, subject to the terms and conditions contained herein.
9. Limitation on Use: Bluestone shall only have the right to use the Bluestone Spaces for the purposes of parking vehicles for business associated with the Bluestone Property, and such related purposes as are inextricably linked to parking, such as for enforcement purposes exclusively as described herein and entering and leaving vehicles. Bluestone shall not have the right to affix any equipment or personal property upon the land, or upon any equipment or personal property of the City without prior written consent.
10. Signage: Bluestone shall, at its own expense, design and install the Bluestone Signs. Prior to installation, Bluestone shall submit to the Director of Public Works a design reflecting the contents, size, materials, placement, and proposed method of installation of the sign(s). Bluestone shall not install the Bluestone Signs without written approval from the Director of Public Works, and such consent shall not be unreasonably withheld.
11. Maintenance of Spaces: During the term of this Agreement, Bluestone shall maintain the Bluestone Spaces in a safe, neat and orderly fashion and shall take such actions as are necessary to protect the public safety. Upon expiration or termination of this Agreement, Bluestone shall ensure the Bluestone Spaces is in a condition at least as safe, neat and orderly as the surrounding Worth Lot, as reasonably determined by the City Manager or her designee. For the duration of this Agreement, the City may maintain the Bluestone Spaces, including plowing and paving of the Bluestone Spaces.
 - 11.1 Maintenance by the City: The City and its agents may, at the City's expense, plow, pave or otherwise maintain the Bluestone Spaces in a manner reasonably similar to that of the surrounding Worth Lot. Upon reasonable notice, Bluestone shall remove or cause to be removed any vehicle or other personal property from the Bluestone Spaces for the purposes of plowing, paving, or other maintenance undertaken by the City, its agents or assigns.
 - 11.2 No Right to Access Other City Property: Bluestone shall not place any object, vehicle, equipment or any other personal property on any City Property other than within the Bluestone Spaces and only as specified in this Agreement, except as otherwise permitted by law. Bluestone shall not place, cause to be placed, or otherwise store any snow on any City property, including within the Bluestone Spaces.

12. City's Right of Entry: The City shall have the absolute right to enter the Bluestone Spaces for the purposes of inspection at any time.
13. Enforcement: Bluestone may tow vehicles from the Bluestone Spaces, in compliance with state and local law in order to enforce its right to use the Bluestone Spaces. Bluestone may not charge any third party for any use of the Bluestone Spaces, except the reasonable cost of towing to the extent permitted by applicable law. The City has no duty to enforce Bluestone's exclusive right to access the Bluestone Spaces. The City hereby reserves the right to remove any vehicle or other object from the Bluestone Spaces if the City, at its sole discretion, determines the vehicle or other object poses a threat to public safety.

Part IV: Payment

14. Rate: As consideration for reserving five (5) spaces within the Worth Lot on a 24 hour, 365 day per year basis, Bluestone shall compensate the City annually based on what the City could have otherwise obtained in parking revenue from those five spaces over that same period of time. Therefore, Bluestone shall pay the resident rate, as defined in the Portsmouth Ordinance Section 7.102, and as amended from time to time, applicable to the Worth Lot. The resident rate shall be multiplied by the number of hours the City enforces paid parking in the Worth Lot, according to the method provided by Ordinance Section 7.102. This rate shall be paid annually, and the Annual Rate for the first year of this Agreement shall be \$33,020.
15. Change in Rate: The Annual Rate may be updated up to once per calendar year by the Parking Director to reflect any change in the terms of the Ordinance applicable to parking rates in the Worth Lot.
16. Notice: Any change in the Annual Rate shall be effective as against Bluestone, its successors and assigns upon thirty (30) days' written notice by the City.
17. Payment of Fees: The Annual Rate, and any other fees due from Bluestone under this Agreement shall be made payable to City of Portsmouth, Attn: Controller, One Junkins Ave. Portsmouth, NH 03301. The Annual Rate shall be due on each anniversary of the Effective Date. Failure by the City to send invoices or to request payment shall not constitute a waiver of Bluestone's obligation to pay the Annual Rate, and shall in no way relieve Bluestone of its duty to pay the Annual Rate.
18. Late Payment: Any late payment shall accrue interest at a rate of 1.5% per month, or the maximum rate allowed by applicable law, if less.

Part V: Miscellaneous

19. Indemnification: Bluestone hereby agrees to defend and hold harmless the City, its employees and agents from any and all claims alleging any harm arising out of Bluestone's use of the Worth Parking Lot. Bluestone further agrees and contracts on

behalf of itself, its successors and assigns that the City and its insurers, employees, and officers shall not be liable for any damages arising from personal injuries or damages to any property sustained by Bluestone's staff, guests, or otherwise in, on, or about the Worth Lot, regardless of whether such injuries or damage results, in whole or in part, from the negligence of the City.

20. Insurance: At all times Bluestone shall maintain insurance for bodily injury and property damage in the amount of at least \$1,000,000 per occurrence, and shall include the City as an additional named insured. Upon the City's request, Bluestone shall provide proof of insurance to the City during the term of this Agreement.
21. Termination: This Agreement may be terminated with cause by either Bluestone or the City in the event that the other Party fails to maintain any obligation under this Agreement, after being given written notice of such failure and a thirty (30) day period to cure it. If the City, at its sole discretion, decides not to operate the Worth Lot as a public parking lot, or if the City sells or transfers the Worth Lot to any Third Party, this Agreement shall be void and Bluestone shall be without recourse as against the City, its heirs or assigns.
22. Termination in the Event of Bankruptcy: This Agreement shall terminate, without notice, (i) upon the institution by or against Bluestone of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Bluestone's debts, (ii) upon Bluestone making an assignment for the benefit of creditors, or (iii) upon Bluestone's dissolution or ceasing to do business.
23. Effect of Transfer or Change in Use: This Agreement shall be valid only so long as the Bluestone Property is operated in compliance with the Site Plan. Any proposed deviation from the Site Plan shall only be permitted under this Agreement with a prior affirmative vote of the City Council.
24. Compliance with Other Laws: This Agreement does not relieve Bluestone from compliance with other local, state or federal laws or regulations or conditions imposed by any board or other entity. Failure to abide by any local, state or federal laws or regulations may, at the City's discretion, result in revocation.
25. No Interest in Property Conveyed: This Agreement conveys only a revocable license to Bluestone, and carries with it no permanent right to any real estate. The rights conveyed herein are personal to Bluestone and only transferrable as described herein.
26. Entire Agreement: This Agreement and the attachments hereto, each of which is hereby incorporated herein, sets forth all of the agreements, promises, covenants conditions and undertakings between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written.

27. Other Agreements Between Bluestone and the City: Bluestone and the City hereby agree that any previous agreements, contracts or licenses among and between Bluestone and the City and concerning the Worth Lot, whether written or oral, express or implied, are hereby terminated and superseded by the terms of this Agreement. The Parties, their heirs and assigns hereby waive any right to make any legal claim under any other previous agreement, contract, or license, oral or written concerning the parties or their predecessors in title relating to or arising out of the Worth Lot.
28. Renewal: Upon the expiration, termination or revocation of this Agreement, the Parties agree that neither Party has any duty to negotiate or enter into a renewal of this Agreement. The Parties do agree that it is expected that the Parties may discuss renewal of this Agreement upon its expiration.
29. Amendment: No waiver or modification of any of the terms of this Agreement shall be valid unless in writing and signed by each of the parties hereto, and any amendment must be approved by a vote of the Portsmouth City Council. Failure by any party to enforce any rights under this Agreement shall not be construed as a waiver of such rights, and a waiver by any party of a default hereunder in one or more instances shall not be construed as constituting a continuing waiver or as a waiver of other instances of default.
30. Governing Law: The construction and effect of the terms of this Agreement shall be determined in accordance with the laws of the State of New Hampshire.
31. Severability: Except as expressly provided to the contrary herein, each section, part, term, or provision of this Agreement shall be considered severable, and if, for any reason, any section, part, term, or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation by a court or governmental agency having valid jurisdiction, such determination shall not impair the operation of, or have any other effect on, other sections, parts, terms, or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid sections, parts, terms, or provisions shall not be deemed to be a part of this Agreement.
32. Notices: All notices and other communication which are required or permitted by this Agreement shall be considered received as of the date delivered in writing, copied to each Party's respective legal counsel and delivered by personal service, sent by registered or certified first class US mail, postage prepaid, properly addressed, return receipt requested, or by overnight receipt delivery service such as Federal Express, as follows:

If intended for the City:
Karen Sawyer Conard
City Manager
City of Portsmouth
1 Junkins Ave

Portsmouth, New Hampshire 03801

If intended for Bluestone:

For the City of Portsmouth

Karen Sawyer Conard, City Manager

Dated: _____

Pursuant to vote of the City Council

On _____.

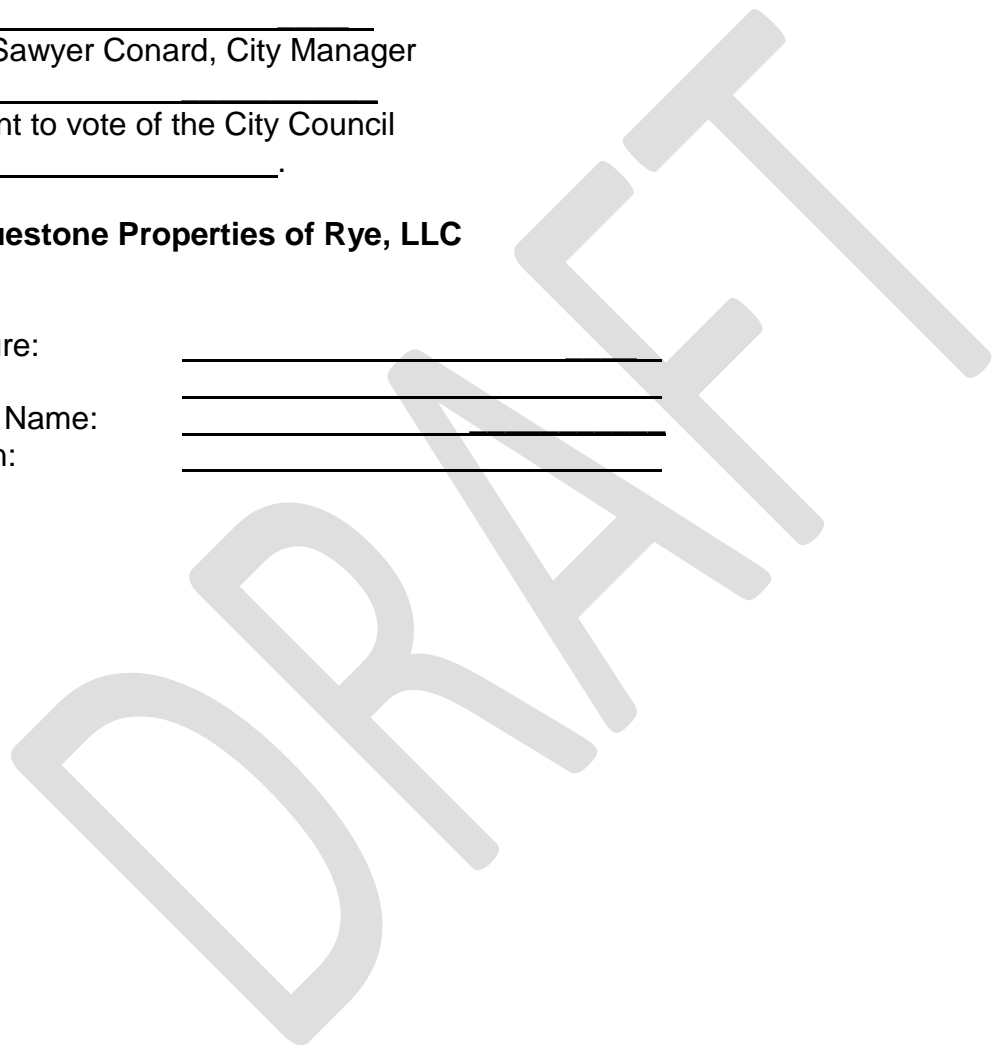
For Bluestone Properties of Rye, LLC

Signature: _____

Dated: _____

Printed Name: _____

Position: _____





CITY OF PORTSMOUTH

Legal Department
Municipal Complex
1 Junkins Avenue
Portsmouth, New Hampshire
(603) 431-2000

January 4, 2021

Thomas R. Watson, Esq.
200 New Castle Avenue
Portsmouth, NH 03801

Dana S. Levenson
6 Currier Cove
Portsmouth, NH 03801

Peter Weeks
PO Box 673
Portsmouth, NH 03802

RE: Code of Ethics Advisory Opinion

Gentlemen:

This letter is written in response to the request for an advisory opinion received in this office from Attorney Thomas Watson by email on October 27, 2020. Since this letter relies heavily upon the October 27, 2020 email from Attorney Watson for its factual basis, a copy of that email is attached hereto.

At issue is the question of whether or not each, or any, of you as Trustees of Trust Funds would have an impermissible conflict of interest under the City's Charter or Code of Ethics as a result of certain transactions which have occurred or are proposed to occur involving TD Private Client Wealth, LLC (TD Wealth). TD Wealth is a unit of TD Bank, N.A. (Bank). The factor which leads to this request for this advisory opinion is that all three Trustees have some relationship with TD Bank. To wit:

- Peter Weeks and Thomas Watson each have a checking account at the local branch of TD Bank;
- Thomas Watson has a home equity line of credit mortgage with TD Bank;
- Thomas Watson is a shareholder of the Drummond Woodsum law firm in which other lawyers perform certain unrelated work for TD Bank; and
- Dana Levenson is on the Board of Directors of TD Bank.

The first transaction involved a selection process in which TD Bank was tentatively selected over HM Payson to become the possible next financial advisor to the Trustees. Any conflict issues created by that selection process were resolved by the agreement secured with both TD Bank and HM Payson that the Trustees could proceed with the interview process of each firm notwithstanding the relationship between the Trustees and the Bank as described above. This agreement was secured in both instances by myself over the telephone. It should be noted that at that time I was unaware that fellow shareholders of Thomas Watson at

Drummond Woodsum performed work for TD Bank unrelated to the proposed agreement with TD Wealth; thus, I did not advise either TD Wealth or HM Payson of that fact. Nonetheless, both firms readily agreed to the interview process as described above and I have no concern about the validity of their waiver of any potential conflict. Notwithstanding all of the foregoing, Trustee Dana Levenson chose not to be involved in the selection process.

The second transaction involved is the entrance into a proposed managed account agreement with TD Wealth under which that company would be the advisor and custodian of the City funds overseen by the Trustees. The specific issue raised by your email of October 27th is that the Trustees will disengage from discussion with TD Wealth, "if it is [my] opinion that the City's Charter and Code of Ethics prohibits [the Trustees]" from proceeding to enter the business relationship with TD Wealth as described.

The two provisions of the municipal Charter which are most relevant to the question at hand are Section 3.8, **PECUNIARY INTEREST**, and Section 3.14, **CODE OF ETHICS**. Section 3.8 reads as follows:

Section 3.8 – PECUNIARY INTEREST

No elective or appointive officer or employee of the City of Portsmouth shall take part in any decision concerning the business of the City in which that person has a direct pecuniary interest which is greater than any other citizen or taxpayer, aside from that officer or employee's salary.

Insofar as none of the Trustees would appear to receive a direct, pecuniary interest¹ as a result of the engagement of TD Wealth by the Trustees, it does not appear that this municipal charter provision acts as a prohibition against the proposed transaction with TD Wealth.

Section 3.14 requires that the Trustees, as City Council appointees, are required to follow the City's Code of Ethics. The Code of Ethics, which is contained at Chapter 1, Article VIII contains a slightly more detailed general prohibition than that contained in the municipal charter. Specifically, Section 1.802, **CONFLICTS OF INTEREST**, reads as follows:

- A. No Officer or employee shall engage in any business or transaction or shall have a financial or private interest, direct or indirect, which is in conflict with the proper discharge of his/or her official duties.

Following that prohibition, the Code of Ethics then lists eight specific situations in which either the conduct of a municipal officer would be prohibited or there would be a mandatory disclosure of a potential conflict of interest. These items are listed as Subsections 1.802 B through 1.802 I. The three subsections which conceivably have an effect on the subject of this opinion are 1.802 A, 1.802 E and 1.802 H.

Section 1.802 A is essentially the same general prohibition contained in the City Charter at Section 3.8 as described above. Therefore, using the analysis provided above, I reach the same conclusion that this ordinance provision does not act as a prohibition against the proposed transaction with TD Wealth.

Section 1.802 E would only be applicable if it was determined that the proposed agreement with TD Wealth was "legislation," an arguable concept. In any event, the provision

¹ For Code of Ethics purposes, the term "direct pecuniary interest" is interpreted to mean an actual financial benefit or cost to the Trustee.


would only require that the Trustees disclose their interests to the City Council. As will be seen below, I am recommending that such a disclosure be made.

Section 1.802 H would require any Trustee who holds any investment, direct or indirect, and any financial business, commercial or other private entity which creates a conflict with his or her official duties to publicly disclose on the official record the nature and extent of such an interest. As will be seen below, I am recommending that such a disclosure be made.

Although it does not appear that the entrance into an agreement by the Trustees with TD Wealth would present any actual conflict with the duties of the Trustees, it is nonetheless my recommendation that this opinion be provided to the Mayor and City Council in satisfaction of any disclosure requirement mandated by Section 1.802 E or H.

In passing, I would add that in the preparation of this opinion, I also reviewed RSA 7:19-a which creates a statewide obligation on the part of trustees to generally avoid engaging in pecuniary benefit transactions involving charitable trusts, subject to certain limitations and exemptions. In discussion of that statute as it might apply to the situation at hand with Thomas Donovan, Director of Charitable Trusts, Attorney Donovan indicated that "RSA 7:19-a does not apply to municipal trustees of trust funds, because municipalities are exempt from the statutory requirements of RSA 7:19, et. seq., with respect to charitable assets."

For all of the foregoing reasons, it is my opinion that there was no ethical issue presented by the selection process leading to TD Wealth, but each of the three Trustees may proceed to enter an agreement with TD Wealth without that action being in violation of either the City Charter or the Municipal Code of Ethics.

Sincerely,

Robert P. Sullivan
City Attorney

RPS/smr

Attachment

cc: Mayor and City Council
Karen S. Conard, City Manager
Thomas Donovan, Esq.

Robert P. Sullivan

From: Thomas R. Watson <TWatson@dwmlaw.com>
Sent: Tuesday, October 27, 2020 5:43 PM
To: Robert P. Sullivan
Cc: Dana S. Levenson ; Peter G Weeks
Subject: Trustees of Trust Funds

Bob,

I am writing as a follow-up to our telephone conversation last week with a request for an advisory opinion regarding the propriety of certain actions under consideration by the Trustees of Trust Funds in light of certain disclosures that have been made by the Trustees.

As you know, in fulfilling our statutory duty to administer all trust funds held by the City of Portsmouth, the Trustees engage the services of an outside firm to serve as investment/financial advisor and manager of the funds. The Trustees have retained H M Payson & Co. ("Payson") of Portland, Maine for this purpose since early 2007.

As part of the efforts to employ "best practices," every 6-7 years, the Trustees assess the relationship with their advisor/fund manager through a RFP process whereby area investment firms are invited to present their credentials and proposals for working with the Trustees. In January of this year, the Trustees began the most recent RFP process.

On September 11, 2020, the Trustees met to review and evaluate the submissions received from eight firms in response to the RFP. One of the candidates was TD Private Client Wealth LLC ("TD Wealth"). TD Wealth is a unit of TD Bank, N.A. At that time, Dana Levenson disclosed that he serves on the board of directors of TD Bank, N.A. and recused himself from the selection process. Both Peter Weeks and I disclosed that we each maintain a checking account in the local branch of TD Bank and I have a home equity mortgage line of credit with TD Bank. You will recall that we consulted you during the meeting concerning these connections and the conclusion was that simply holding accounts in the bank was not sufficient to require recusal.

Peter and I thereafter evaluated the candidates and narrowed the field to two finalists – Payson and TD Wealth. We asked Judy Renaud to schedule interviews. You agreed to advise each of the finalists of our account holdings in TD in advance.

On September 21, 2020, Peter and I met to interview representatives from Payson and TD Wealth. During the interviews, each was asked to confirm that it was informed of our TD accounts and waived any challenge based upon a conflict. Each did so. On October 8, 2020, Peter and I met again as Trustees and selected TD Wealth as the next advisor/fund manager, to begin January 1, 2021, subject to working out an acceptable management agreement. A proposed draft of an agreement was thereafter received from TD Wealth and forwarded to you for your review, analysis and negotiation.

All three Trustees met for our regular monthly last Wednesday, October 21, 2020. Just prior to the meeting, it occurred to me that one or more of my law partners in our Portland office handle commercial loan transactions for TD Bank, N.A. and one of its subsidiaries or affiliates. I brought this to the attention of Dana

and Pater at the outset of the meeting. After discussion, we agreed to table any further action on the TD Wealth agreement until we have consulted with you. If I had been thought of this before the finalists were chosen, I would have solicited your opinion on the propriety of my involvement, as I am doing now, before moving forward.

Upon returning to my office after the meeting, I verified the role of my partners in representing TD Bank. I also learned that, in late May of this year, after we had started the RFP process, another of my Portland partners opened a new matter in which Payson is the client, not in its corporate capacity, but in the limited capacity as a trustee of a testamentary trust.

The trustees would like some guidance from you at this point. We are prepared to vacate the decision that Peter and I made to select TD Wealth if it is your opinion that the City's charter and code of ethics prohibits my participation, whereupon I will recuse myself and Peter can begin the review and selection process again. Query, however, is a single Trustee legally competent to make decisions where two recusals leave the board without a quorum.

Setting aside the selection process, Dana and I are concerned about our role vis-à-vis TD Wealth in the future. If one or both of us is disqualified from participating in the selection process, is it nonetheless permissible to oversee TD Wealth's performance going forward.

Should it bear on your analysis, I would add that I do not personally do legal work for TD Bank or its affiliates and I am only one of over 60 shareholders in my law firm.

Should you require any further information, please do not hesitate to contact me. Also, given that we are at the end of October, we would greatly appreciate your opinion at your earliest convenience. Thanks in advance for your assistance.

Tom

Thomas R. Watson
Attorney

603.792.7406 Direct
TWatson@dwmlaw.com

501 Islington Street, Suite 2C, Portsmouth, NH 03801
800.727.1941 | 603.433.5384 Fax | dwmlaw.com

DrummondWoodsum
ATTORNEYS AT LAW

The information transmitted herein is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Unintended transmission shall not constitute waiver of any privilege, including, without limitation, the attorney-client privilege if applicable. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the e-mail and any attachments from any computer.

City of Portsmouth Select Committee
Tree Labeling Proposal
January, 2021

To: Karen Conard, City Manager

From: Deborah Chag, Conservation Chair, Piscataqua Garden Club

The Piscataqua Garden Club proposes to label trees on the Little Harbor Loop Trail, City of Portsmouth Conservation Land, on the portion of the trail directly off of Little Harbor Road to the lookout on the back harbor. As more people than ever are taking walks on local trails today, the tree labeling project will enhance their hiking experience by providing information about the trees along the trail and inform them about the environment they are walking through.

The first phase of our tree identification project would involve attaching labels to six species of trees, two examples of each species, for a total of 12 trees. The tree identifications have been verified by City Arborist Chuck Baxter. The labels we are proposing to use are made by Gardenmarkers.com and are designed to be easily legible yet avoid any damage to the trees. Labels are made of exterior grade, UV-resistant acrylic material. A list of the tree species proposed to be labeled is attached as well as an example of the labels and a map of the trail indicating approximately where the trees are located.

The Piscataqua Garden Club was founded in 1926 in York, Maine, with the purpose

“to stimulate the knowledge and the love of gardening and flower arranging and to protect, restore, and improve the quality of the environment through study, programs, and actions in the fields of conservation, civic improvement, education, and preservation.”

The club makes grants and carries out civic projects annually in southeastern Maine and New Hampshire. Our recent projects in Portsmouth have been at Strawberry Banke, Portsmouth School Farm to Classroom Program and Adopt-a-Spot at the North Cemetery. We are requesting authorization to put labels on these trees with the idea that we might provide additional labels for other trails or in other Portsmouth public parks.

Respectfully submitted,
Deborah Chag, Piscataqua Garden Club Conservation Chair
19 Cabot Street, Portsmouth NH
Meghan Harris, Portsmouth NH
Patty Kennedy, Portsmouth NH
Etiole Holzaepfel , New Castle NH
Helen Cohen, Kensington NH
Deb Twombly, Exeter

TREE IDENTIFICATION (Suggested)

LITTLE HARBOR TRAIL, PORTSMOUTH NH

December 16, 2020

Piscataqua Garden Club Conservation Committee

<u>BIRCH</u>		<u>No. to tag</u>
1. GRAY BIRCH	Betula populifolia	1
<u>CEDAR</u>		
2. EASTERN RED CEDAR	Juniperus virginiana	2
<u>CHERRY</u>		
3. BLACK CHERRY	Prunus serotina	2
<u>MAPLE</u>		
4. NORWAY MAPLE (Non native)	Acer platanoides	1
5. RED MAPLE	Acer rubrum	1
<u>OAK</u>		
6. NORTHERN RED OAK	Quercus rubra	2
7. WHITE OAK	Quercus alba	1
<u>PINE</u>		
EASTERN WHITE PINE	Pinus strobus	2
<u>BLUEBERRY</u>		
HIGH BUSH BLUEBERRY (Requires a stake)	Vaccinium corymbosum	1

FINANCE DEPARTMENT



MEMORANDUM

To: Karen Conard, City Manager
 From: Judie Belanger, Director of Finance and Administration
 Date: January 6, 2021
 Re: FY 2021 Citywide Capital

As requested, the following table depicts the list of Capital items that were approved during the FY21 budget process, the amount expended to date, encumbrances, and balances associated with each.

TOTAL BY FUNDING TYPE	FY 21 Distribution						FY '21 Total
	GF	Enterprise Funds	Bond/Lease	Federal/State	Other/Revenues	PPP	
	A	B	C	D	E	F	
Totals	1,276,000.00	600,000.00	15,690,000.00	1,194,000.00	884,608.00	650,000.00	20,294,608.00

Other/Revenue:	↓
Rolling Stock	85,000.00
Library Special Revenues	25,000.00
IT Upgrades/Replacements	774,608.00
Parking Capital Outlay	-
Total Other/Revenue	884,608.00

A General Fund-Capital Outlay as of 12/31/20

Department	Project	Appropriated	Expended	Encumbered	Balance
		-			
Fire	Hydraulic Rescue Tool Replacement	30,000.00	13,890.00		16,110.00
School	Elementary School Upgrades	200,000.00			200,000.00
Library	Furniture-Seating	25,000.00	24,993.75	6.25	-
Planning	Vaughan-Worth Bridge Strategic Vision Development	25,000.00			25,000.00
Planning	McIntyre Federal Building-Planning and Implementation	25,000.00	15,047.75		9,952.25
Public Works	Citywide Tree and Greenery Program	10,000.00			10,000.00
Public Works	Sound Barriers in Residential Areas	100,000.00			100,000.00
Public Works	PHA Court Street Project Electrical Infrastructure	120,000.00			120,000.00
Planning	Trail Development Projects	5,000.00			5,000.00
Planning	Elwyn Road Side path	170,000.00			170,000.00
Public Works	Citywide Traffic Signal Upgrades	100,000.00			100,000.00
Public Works	Cate Street Connector	366,000.00			366,000.00
Public Works	Citywide Storm Drain Improvements	100,000.00			100,000.00
Total General Fund Capital Outlay		1,276,000.00	53,931.50	6.25	1,222,062.25

B Water-Sewer Capital Outlay as of 12/31/20

Department	Project	Appropriated	Expended	Encumbered	Balance
		-			
Water	Maplewood Avenue Bridge Replacement	100,000.00			100,000.00
Water	Willard Avenue	150,000.00			150,000.00
<hr/>					
Total Water		250,000.00	-	-	250,000.00
<hr/>					
Sewer	Maplewood Avenue Bridge Replacement	100,000.00			100,000.00
Sewer	Citywide Storm Drainage Improvements	100,000.00			100,000.00
Sewer	Willard Avenue	150,000.00			150,000.00
<hr/>					
Total Sewer		350,000.00	-	-	350,000.00
<hr/>					
Totals Enterprise Funds		600,000.00	-	-	600,000.00

C General Obligation Bonds as of 12/31/20

Department	Project	In CIP 21-26	Appropriated	Expended	Encumbered	Balance
Fire	FY 21-Ladder #2 Authorized 04/06/2020	1,400,000.00	1,400,000.00		1,350,976.00	49,024.00
Police	FY 21-Police Station Upgrades	400,000.00	400,000.00		123,045.48	276,954.52
School	FY 21-School Facilities Capital Improvements	1,000,000.00	1,000,000.00			1,000,000.00
PW	FY 21-Outdoor Pool Upgrades	1,600,000.00	2,000,000.00			2,000,000.00
PW	increased authorization to \$2,000,000 during authorization FY 21-Islington Street Improvements Phase 1B & 2 Authorized 12/07/20	1,640,000.00	1,640,000.00			1,640,000.00
PW	Recycling & Solid Waste Transfer Station Project moved out to FY 26-did not authorize	2,400,000.00				-
<hr/>						
Total General Fund		8,440,000.00	6,440,000.00	-	1,474,021.48	4,965,978.52
<hr/>						
Water	FY21-New Groundwater Source	500,000.00	500,000.00			500,000.00
Water	FY21-Water Transmission Main Replacement	600,000.00	600,000.00			600,000.00
Water	FY21-Water Storage Tanks Painting	850,000.00	850,000.00			850,000.00
Water	FY21-Islington Street Phase 1B & 2 Authorized 12/07/20	1,650,000.00	1,650,000.00			1,650,000.00
Water	FY-21 DPW Complex Improvements Project moved out to FY 27-did not authorize	1,000,000.00				-
<hr/>						
Total Water Fund		4,600,000.00	3,600,000.00	-	-	3,600,000.00
<hr/>						
Sewer	FY21-Islington Street Phase 1B & 2	1,650,000.00	1,650,000.00			1,650,000.00
Sewer	FY 21-Mechanic St Pump Station Sewer Force Main Project not in CIP FY 21-26 Authorized 12/07/20		3,600,000.00			3,600,000.00
Sewer	FY-21 DPW Complex Improvements Project moved out to FY 27-did not authorize	1,000,000.00				-
<hr/>						
Total Sewer Fund		2,650,000.00	5,250,000.00	-	-	5,250,000.00
<hr/>						
Totals All Funds		15,690,000.00	15,290,000.00	-	1,474,021.48	13,815,978.52

D Federal / State as of 12/31/20

Department	Project	Appropriated	Expended	Encumbered	Balance
		-			
PW	Sound Barriers in Residential Areas	480,000.00			480,000.00
Planning	Maplewood Avenue Downtown Complete Street	34,000.00			34,000.00
Planning	Elwyn Road Side path	680,000.00	13,321.78		666,678.22
Total Federal / State		1,194,000.00	13,321.78	-	1,180,678.22

E Other / Revenues as of 12/31/20

Department	Project	Appropriated	Expended	Encumbered	Balance
		-			
Rolling Stock					
Fire	Ambulance Replacement (Year 1 of 3 funding)	85,000.00			85,000.00
Totals Rolling Stock		85,000.00	-	-	85,000.00
Special Revenue					
Library	Library Furniture-Seating	25,000.00		24,987.50	12.50
Totals Rolling Stock		25,000.00	-	24,987.50	12.50
IT Upgrades / Replacements					
					-
	Municipal	125,000.00	61,541.61		63,458.39
	Municipal-COOP	150,000.00	5,000.00	5,000.00	140,000.00
	Police	394,058.00			394,058.00
	Police-Public Safety Records Mgt	50,000.00			50,000.00
	Fire	25,550.00			25,550.00
	School	30,000.00			30,000.00
Totals IT Upgrades / Replacements		774,608.00	66,541.61	5,000.00	703,066.39
Total Other / Revenues		884,608.00	66,541.61	29,987.50	788,078.89

F PPP as of 12/31/20

Department	Project	Appropriated	Expended	Encumbered	Balance
		-			
Planning	North Mill Pond Multi-Use Path	650,000.00			650,000.00
Total PPP		650,000.00	-	-	650,000.00

Summary CIP FY 21-26 (FY 21 Capital Activity) as of 12/31/20

Department	Project	CIP 21	Expended	Encumbered	Balance
A	General Fund Capital Outlay	1,276,000.00	53,931.50	6.25	1,222,062.25
B	Enterprise Capital Outlay	600,000.00	-	-	600,000.00
C	Bonding	15,690,000.00	-	1,474,021.48	13,815,978.52
D	Federal / State	1,194,000.00	13,321.78	-	1,180,678.22
E	Other / Revenues	884,608.00	66,541.61	29,987.50	788,078.89
F	PPP	650,000.00	-	-	650,000.00
Total CIP FY 21- 26 (FY 21 Capital)		20,294,608.00	133,794.89	1,504,015.23	18,256,797.88

**PRESCOTT PARK MASTER PLAN IMPLEMENTATION COMMITTEE
A MAYOR-APPOINTED BLUE RIBBON COMMITTEE OF
THE CITY OF PORTSMOUTH
AND
WESTON & SAMPSON DESIGN STUDIO**

Report and Recommendations Regarding
Implementation of Phase I
of the Prescott Park Master Plan

DECEMBER 2020

Weston & SampsonSM

85 Devonshire Street, 3rd Floor, Boston, MA 02109

Thomas R. Watson, Chair
Genevieve Aichele
Alan R. Gordon
Petra Huda, City Council Liaison
Beth S. Margeson
Robin L. Lurie-Meyerkopf

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Introduction

In January 2017, the Mayor's Blue Ribbon Committee for a Prescott Park Master Plan, working with Weston & Sampson Design Studio, presented to the Portsmouth City Council, "A Plan for Prescott Park." This Plan was the culmination of a year-long process of studying the history of the Park, examining its structures and natural features and, of greatest import, discerning its importance to the citizens of Portsmouth and surrounding communities and their vision for its future, through a robust program of public engagement. The end result was a comprehensive plan for the re-design of Prescott Park to ensure that it will continue to serve as a central gathering place for the community for the balance of this century.

The Master Plan included preliminary projections of probable costs to implement to Plan and recommended that the Plan be developed in five phases over a period of time as financial resources allow. The Plan also recognized that further environmental and engineering studies were required before final designs could be adopted and construction begun. The Master Plan was unanimously approved by the City Council on February 6, 2017.

In 2019, the Department of Public Works, working with Weston & Sampson, conducted a number of studies regarding the exposure of the Park to flooding and other adverse effects of climate change. The results suggest that the threat to the Park is much greater than that anticipated by the Blue Ribbon Committee in 2016 and 2017 and indicate that modifications to the design of the Park and the proposed phasing are advisable.

Committee Process

In May, 2020, Mayor Becksted appointed the Prescott Park Master Plan Implementation Committee to review these developments and make recommendations to the Council on how best to commence the implementation of the Master Plan. The Committee, again working with Weston & Sampson Design Studio, the Deputy City Manager, Nancy Colbert Puff, City Engineer, Peter Rice, of the Department of Public Works, and Project Manager, Joe Almeida, held several meetings to review the new climate related evidence and to review and consider several alternative designs and financial information. The Committee also held four public sessions at different times of the day specifically designed to answer questions and solicit opinions from the community. On December 9, the team presented the implementation plan in a work session to the Historic District Commission to gain further input on the Phase 1 scope.

Recommended Order of Tasks

The Prescott Park Master Plan Implementation Committee and Weston & Sampson are pleased to present our recommendations for Phase 1 Implementation of the Prescott Park Master Plan. Our recommendation is based on the enabling engineering work as well as months of feedback from and coordination with City staff, the Mayor's Blue-Ribbon Committee, and the public at large. The scope of work included in this summary is foundational not only to improvements

proposed for this geographic area of the park but for the overall implementation strategy of the Master Plan. In other words, they should be completed first in the larger order of operations.

During the process of developing these recommendations, we identified a number of aspects of the 2017 Master Plan that require updates. These include:

- increased specificity of the necessary improvements to create a resilient park;
- a site change for the relocation of the maintenance facility;
- re-assessment of the functionality of the Shaw Warehouse;
- a site change in the proposed relocation of the performing arts stage; and
- re-ordering the phases of the Master Plan implementation.

Phase 1 is divided into discernable tasks that can be considered separately but must be implemented sequentially relative to one another.

Task A: SEAWALL

Estimated Task Cost \$1.2M

The seawall within the proximity of the Phase 1 limit of work will be carefully evaluated for current condition as well as life expectancy. It is likely that a combination of treatments will be required. The detailed design and permitting process will be undertaken and construction documents will be created. Some places will need to be rebuilt completely; others will require restoration. In areas where the seawall is lower than Design Flood Elevation (DFE) we will add to the seawall to raise the top of wall elevation. All the utility pipes that outlet through the seawall will be evaluated for condition and be retrofit with backflow prevention devices to block seawater from entering the stormwater system.

Task B: WATER STREET STORMWATER INFRASTRUCTURE

Estimated Task Cost \$1.6M

Currently, Water Street is the flood pathway for stormwater moving from the neighboring upland areas through the park, to the river. In this task of work, we will design and permit improvements along Water Street to accommodate some of that stormwater and reduce above ground flooding. Specifically, the work will improve stormwater pipes in Marcy Street and adding a below-grade culvert within the Water Street right-of-way.

Task C: RAISE AND RELOCATE SHAW WAREHOUSE

Estimated Task Cost \$550K

As discovered through the resilient engineering models, the Shaw Warehouse is extremely vulnerable to continued and increasing inundation by both stormwater and seawater from the river. It currently sits at the lowest point within the park. As an update to the 2017 Master Plan, in order to protect this historic asset, our proposal includes raising the building and moving it closer to Marcy Street in order to “retreat” from the impending flood waters. The Lean-To and

the Garage are not in a good state of repair and will not survive a relocation; our proposal is to remove them completely. The design and permitting of this task will be completed in coordination with the appropriate historic agencies. The conceptual movement of the Shaw Warehouse, in turn, affects the initial proposal, found in the Master Plan, to relocate the performance stage and its facilities to an angle between the Shaw and the Player's Ring. We propose to move the stage back (south) to align centrally with the proposed Performance Lawn and along the "rail" adjacent to the Shaw. The exact location of the stage and its interconnection with the Shaw and other facilities is reserved for further consideration and evaluation of options available to minimize the spread and impact of back stage activity.

Task D: RELOCATE MAINTENANCE FACILITY

Estimated Task Cost \$500K

Currently, the maintenance operations are based within the first floor of the Shaw Warehouse, the Lean-To addition, and the Garage addition. With the Lean-To and the Garage unsuitable for raising and relocation, they are proposed for removal. The 2017 Master Plan proposed that the maintenance facility be relocated to Mechanic Street. We propose that the Master Plan be modified to provide that the maintenance facility move to a more centralized location, the region at the entrance to Four Tree Island, which will allow its resources to be deployed at both Peirce Island and Prescott Park.

Task E: REPLACE ELECTRICAL SERVICE

Estimated Task Cost \$350K

The existing electrical system has multiple points of entry into the park and a wide-ranging state of repair from fair to poor. A consolidated, singular point of service with a new transformer is proposed to be designed, permitted, and implemented through this task. Future phases of work will be able to build off this mainline through additional zones of service across the park. In addition to the updated electrical service, this task would include the regrading of the Performance Lawn. The region where the existing stage presently resides will be regraded to temporarily hold excessive stormwater during extreme tide and weather events. Reforming the surface will provide preferential flood pathways that will flood resilient regions and prevent flooding at the Shaw or other vulnerable structures.

TOTAL PHASE 1 ESTIMATED COST \$4.2M

Schedule and Next Steps

The tasks summarized above comprise a proposed 'order of operations' for the Phase 1 implementation and will be presented to the City Council for approval as updates to the 2017 Master Plan. If the City Council approves of the updates and the order of tasks, Weston & Sampson will begin the construction document drawings in winter 2020/2021. It is projected that they will be completed in time for the Phase 1 improvements to be placed out to bid in late spring/early summer 2021. Construction could proceed as early as fall 2021, after the conclusion

of the Arts Festival season and other summer events. To ensure transparent communication throughout the development process for the public, there will be on site signage and continuous updates through electronic newsletters.

The implementation of the Master Plan is divided into phases to allow the public to continually enjoy the park while specified regions become revitalized. Future phases in the near term include increasing stormwater holding capacity underground and beginning to develop the new Formal Garden in anticipation of the existing Formal Garden nearing its structural and vegetative life expectancy.

APPENDIX A: STORMWATER REPORT

MEMORANDUM

TO: City of Portsmouth, NH

FROM: Cheri Ruane, FASLA, Weston & Sampson
Julie Eaton, PE, Weston & Sampson
Indrani Ghosh, PhD, Weston & Sampson
Andrew Walker, PH, CFM, Weston & Sampson

DATE: December 29th, 2020

SUBJECT: Analyses of current and future flood risks at Prescott Park, Portsmouth, NH

Introduction

The Prescott Park Master Plan Implementation Project includes evaluating potential present and future climate threats at Prescott Park (the Park). As part of the project, the Weston & Sampson team evaluated coastal flood risk from sea level rise and storm surge, as well as inland flood risk due to and extreme precipitation at the Park. The results of our analyses are summarized in this memorandum. Additional details on the methodology and approach are provided in the technical reports attached to this memorandum. We propose to use the results of these analyses to inform design choices at Prescott Park to increase climate resilience.

Site Description

Prescott Park is a 10-acre waterfront park located along the tidally influenced Piscataqua River. The Park is bounded between two bridges: Memorial Bridge on the north and Pierce Island Bridge on the south with nearly 1150 ft. waterfront edge. It hosts two important historic structures to the City of Portsmouth: the Shaw building and the Sheafe Warehouses. Based on the goals of the project and the scale of existing flooding, Weston & Sampson team evaluated areas outside the Park for flood risk, including Puddle Dock Pond, Strawberry Banke Parking Lot, and Marcy Street between Mechanic Street and Court Street.

Climate Scenarios

Present and future flood risks were evaluated for the Park using several scenarios for coastal and inland flooding, which are listed in Table 1. The future planning horizons that were considered are 2050 and 2100. The 2050 planning horizon was selected since it corresponds to the time frame of the likely useful life of the Park programming. The 2100 planning horizon was selected to evaluate longer term climate impacts at the Park. Two recurrence intervals were selected: the 10-yr storm (or 10% annual chance of occurring) and the 100-yr storm (or the 1% annual chance of occurring)

Table 1. Summary of climate scenarios developed for Prescott Park

Climate Parameter	Flood Risk	Planning Horizons	Recurrence Intervals	Data Source
Extreme Precipitation	Inland Flooding	<ul style="list-style-type: none"> • Present • 2050 • 2100 	<ul style="list-style-type: none"> • 2-yr • 5-yr • 10-yr • 25-yr • 100-yr 	Climate change projections for Portsmouth by Dr. Cameron Wake as part of NHDES publication on New Hampshire Coastal Flood Risk Summary Part 1: Science, released September 3rd, 2019
Sea Level Rise and Storm Surge	Coastal Flooding	<ul style="list-style-type: none"> • Present • 2050 • 2100 	<ul style="list-style-type: none"> • 10-yr • 100-yr 	NH Coastal Flood Risk Summary Report, STAP 2019

Rainfall depths associated with the 24-hour duration design storms of different recurrence intervals (2-, 5-, 10-, 25- and 100-year) for Portsmouth were determined for both present and future climate scenarios as listed in Table 1. The design storms' rainfall depths under present climate conditions (baseline) were derived from the NOAA Atlas 14 Point Precipitation Frequency Estimates (NOAA 14). Design storms' rainfall depths under future climate conditions were calculated as a percent increase over these baseline values. The percent increase for each design storm was determined using a statistical analysis of annual maximum daily precipitation depths from an ensemble of global climate models (GCMs), which were part of the New Hampshire Coastal Flood Risk Summary Part 1: Science document. The design storm rainfall depths for present, 2050 (using a 20-year averaging period from 2040-2059) and 2100 (using a 20-year averaging period from 2080-2099) are summarized in Figure 1. The inland stormwater flood risks at the Park and surrounding areas were evaluated using a hydrologic and hydraulic (H&H) model of the City's existing stormwater system in and upgradient of Prescott Park. Additional details on the model results for inland flood risks at the Park are presented in the technical appendix titled "Summary of Stormwater Modeling" authored by Weston Sampson team.

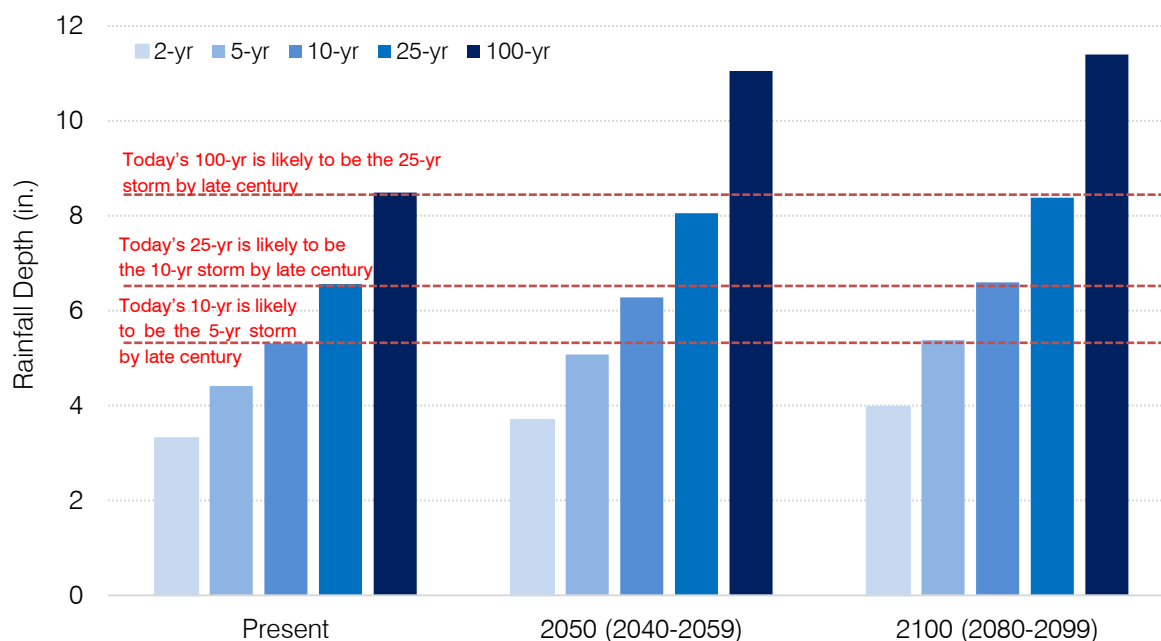


Figure 1. Stormwater flooding impacts due to changes in extreme rainfall events

Sea Level Rise (SLR) scenarios for coastal flood risk analysis are based on the New Hampshire Coastal Flood Risk Summary Part 1: Science document¹, which was published by New Hampshire Coastal Flood Risk Science and Technical Advisory Panel (STAP) Steering Committee and the New Hampshire Department of Environmental Services (NHDES) in September 2019. The storm surge depths at the Park were determined from the North Atlantic Coastal Comprehensive Coastal Study (NACCS) modeling effort that was conducted by the US Army Corps of Engineers (USACE) in 2015. The coastal flood risks at the Park and surrounding area in downtown Portsmouth were evaluated under a variety of SLR and storm surge scenarios using a bathtub modeling approach and inputs from the NACCS model. Additional details on the model inputs and scenarios are presented in the technical appendix titled “Coastal modeling at Prescott Park, NH 19-P-206014” authored by the RPS Group as part of the Weston Sampson team for this project.

¹ Wake, C., Knott, J., Lippmann, T., Stampone, M., Ballestero, T., Bjerklie, D., Burakowski, E., Glidden, S., Hosseini-Shakib, I., Jacobs, J. (2019). New Hampshire Coastal Flood Risk Summary – Part I: Science. Prepared for the New Hampshire Coastal Flood Risk Science and Technical Advisory Panel. Report published by the University of New Hampshire, Durham, NH. (<https://scholars.unh.edu/cgi/viewcontent.cgi?article=1209&context=ersc>)

Inland Flood Risk Summary

The inland stormwater flood risks at the Park and surrounding areas were evaluated using a hydrologic and hydraulic model, developed in with the popular stormwater modeling software, PC-SWMM. This H&H model included sub-basins representative of the park grounds as well as the City streets and neighborhoods upgradient of the park. The model also included the City's existing stormwater system and a representation of the dynamic tidal conditions downstream in the Piscataqua River. The H&H model was used to simulate the 25-year 24-hour design storm under present, 2050 and 2100 scenarios. The 25-year storm (4% annual change of occurring) was selected as the focus for this evaluation as it represents a reasonable target for managing stormwater runoff in an urban setting. The rainfall depths associated with the 25-year event under the three climate scenarios identified above are presented in Table 3.

Table 3. Summary of inland rainfall depths modeled for Prescott Park

Planning Horizon	Design Storm	Rainfall Depth
Present Day	25-year, 24-hour	6.56 inches
2050	25-year, 24-hour	8.05 inches
2100	25-year, 24-hour	8.38 inches

Present Day Inland Flood Risk: For the present day 25-year, 24-hour design storm, approximately 67% of flooding occurs upgradient of Prescott Park in the Strawberry Bank area (Puddle Dock Pond and Strawberry Banke Parking Lot), with an additional 16% occurring on Marcy Street at the Park's upgradient edge. Only 17% of the flooding occurs within the Park itself, which primarily originates from the Park's dry wells.

2050 Planning Horizon Inland Flood Risk: A similar trend is observed for the 2050 25-year, 24-hour design storm (8.05 inches), where approximately 62% of flooding occurs in the Strawberry Bank area, 24% on Marcy Street, and only 14% originates from the dry wells in Prescott Park. However, it is likely that surcharging on Puddle Lane and Marcy Street may cause overland flow downgradient towards the Park.

2100 Planning Horizon Inland Flood Risk: By late 21st century (2090-2100), the pattern of flooding for the 25-year, 24-hour storm is expected to change significantly as sea level rise impacts the tidally influenced Piscataqua River, which in turn propagates back into the low-lying drainage systems in the Park through their respective outfalls. This projected change causes surcharging at drainage manholes and associated catch basins in the Park. For this scenario, 60% of the flooding originates in the Park itself, compared to 29% in the Strawberry Banke area and 11% on Marcy Street.

Proposed Improvements to Reduce Inland Flood Risks

To reduce the stormwater flooding impacts from Prescott Park dry wells under the present day and mid-century climate scenarios and to reduce the significant flooding increase everywhere in the study area

under the late-century climate scenario, Weston & Sampson evaluated a range of stormwater infrastructure improvement projects that could be developed within Prescott Park to reduce the impacts of inland flooding. These proposed improvements are visualized in Figure 2 and include the following:

1. All existing outfalls will get tide gates to prevent backflow during high tide.
2. The existing 24-in. storm drain through the Great Lawn area will be upsized to 36 in.
3. Above ground storage will be incorporated into the grading of proposed Great Lawn area improvements.
4. A 12-in. storm drain will be installed down the length of Water Street to convey overflows from existing Marcy Street storm drains and to capture any roadway flooding on Marcy Street.
5. Approximately 0.146 MG of underground storage chambers will be installed beneath a portion of the Liberty Lawn area. An outlet with valves will allow captured runoff to be drained to the proposed 12-in. storm drain beneath Water Street, after a storm event has passed.



Figure 2. Proposed stormwater infrastructure improvements at Prescott Park

A complete discussion of these and several smaller recommended projects is included in the Summary of Stormwater Modeling memorandum attached to this document. The series of recommended projects identified in that memorandum are expected to eliminate inland flooding in Prescott Park and on Marcy and Water Streets during the 25-year, 24-hour design storm under the present climate. Inland flooding would also be nearly eliminated in these areas during the corresponding event under a mid-century climate scenario. Under the late-century scenario, inland flooding would be expected in Prescott Park as well as Marcy and Water Streets during the 25-year, 24-hour storm event, however, flood volumes would be significantly reduced (e.g. by 97% in Prescott Park). The attached Summary of Stormwater Modeling memorandum describes these expected benefits in greater detail.

Coastal Flood Risk Summary

The coastal flood modeling for Prescott Park and the surrounding areas were conducted for a variety of SLR and storm surge scenarios.

Table 2. Summary of coastal flood elevations evaluated for Prescott Park

Planning Horizon	Sea Level Rise	Recurrence Interval	Water Surface Elevation*
Present Day	0 ft.	10-yr	8.6 ft.
		100-yr	10.2 ft.
2050	2 ft.	10-yr	10.6 ft.
		100-yr	12.2 ft.
2100	5.3 ft.	10-yr	13.9 ft.
		100-yr	15.5 ft.

* All elevations are in NAVD88 datum

Present Day Coastal Flood Risk: The modeling results demonstrated that with the present day 10-year storm, flooding is expected to occur in the northern/central portions of Prescott Park including areas inland of the “T” Pier and Prescott Pier including the Whale Area, Open Lawn B, the Railway Headhouse, the Shaw Warehouse, and portions of Open Lawn C. For the present day 100-year storm, flooding is expected to occur in most of the Park, except small sections of Open Lawn A Stage, the Formal Entry/Hovey fountain, the concession/restroom location, and portions of the Formal Garden

2050 Planning Horizon Coastal Flood Risk: The modeling results demonstrated that by 2050, for the 10-year and 100-year storms, progressively larger areas of the Park are likely to be flooded with only the northwest corner of the North Parking Lot and Entry/Fountain Area remaining unaffected.

2100 Planning Horizon Coastal Flood Risk: The modeling results demonstrated that by 2100, for the 100-yr storm, the entire Park has the potential to become inundated. Higher elevations on Four Tree Island prevent the Island from becoming fully inundated as quickly as other areas of Prescott Park. However, the Island is likely to be fully inundated by 2100 for the 10-year storm.

In addition to evaluating flood extents and depths at the Park, flood pathways to the Park were also identified by incrementally analyzing flood elevations between different scenarios. This analysis showed that the Park first floods in the Prescott Pier area at an elevation of 7 ft-NAVD 88. Between flood elevations of 9 and 10 ft-NAVD88, most of the Park becomes flooded. At 9 ft-NAVD88, portions of the pedestrian causeway that connects Pierce Island and Four Tree Island begins to flood, restricting access to the Park. At flood elevations of 12 ft-NAVD88, the entire Park (excluding Four Tree Island) is flooded, and at flood elevation 13 ft-NAVD88, Four Tree Island is completely inundated. Additional details on the modeling methodology, results and flood maps for the different scenarios are included in the technical appendix titled "Coastal modeling at Prescott Park, NH 19-P-206014" authored by the RPS Group as part of the Weston Sampson team for this project.

ATTACHMENTS:

- Summary of Stormwater Modeling (Weston & Sampson)
- Coastal modeling at Prescott Park, NH 19-P-206014 Report (RPS Group) (Available upon request)

MEMORANDUM

TO: Cheri Ruane, FASLA, Weston & Sampson
FROM: Andrew Walker, PH, CFM, Weston & Sampson
DATE: December 29th, 2020
SUBJECT: Summary of Stormwater Modeling

Weston & Sampson evaluated the magnitude and locations of inland flooding caused by rainfall-induced runoff that surcharges the current stormwater system in and upgradient of Prescott Park. Inland flooding is shown to occur in four primary areas, which are depicted in Figure 1.

1. Prescott Park – Overflow of dry wells and surcharging of manholes and catch basins within the park.
2. Marcy Street – Surcharging of manholes and catch basins on Marcy Street between Mechanic Street and Court Street.
3. Puddle Dock Pond – Surcharging of manholes and catch basins upgradient of Puddle Dock Pond, namely along Court Street, Washington Street, and Puddle Lane.
4. Strawberry Banke (SB) Parking Lot – Surcharging of manholes and catch basins upgradient of the Strawberry Banke parking lot, namely along Hancock Street and Marcy Street, south of Mechanic Street.

Figure 1: Schematic of Existing Stormwater Infrastructure in and Upgradient of Prescott Park



Given the goals of the project and the scale of existing flooding, our analyses of inland flooding – locations, magnitudes, and potential solutions – focuses on the 25-year storm even. To ensure those designs remain useful throughout their design life, we evaluated inland flooding under three climate conditions – baseline, 2050, and 2090. Climate scenarios were defined through design rainfall depths and by dynamic tidal conditions that incorporate potential sea level rise.

Existing Conditions

Based on the three climate scenarios defined in this manner – baseline, 2050, and 2090 – Weston & Sampson developed a hydrologic and hydraulic (H&H) model of the City’s existing stormwater system in and upgradient of Prescott Park. Model simulations of existing conditions are summarized in Tables 1 and 2. To better understand which areas are experiencing the most inland flooding, Table 1 presents flood magnitudes, expected from the 25-year event, as a percentage of total flooding during each of the three climate scenarios:

Table 1: Relative Magnitude of Flooding by Area and Climate Scenario (Existing Conditions)

Flooding Area	% of Total Flooding by Climate Scenario		
	<i>Baseline</i>	<i>2050</i>	<i>2090</i>
Prescott Park	17%	14%	60%
Marcy Street	16%	24%	11%
Puddle Duck Pond	33%	33%	24%
Strawbery Banke Parking	34%	29%	5%
Total	100%	100%	100%

Under baseline climate conditions, approximately 67% of flooding occurs upgradient of Prescott Park in the Strawberry Bank area (Puddle Dock Pond and Parking Lot), with an additional 16% occurring on Marcy Street at the Park’s upgradient edge. Only 17% of flooding during the baseline climate scenario occurs within Prescott Park itself, originating from the park’s dry wells. The dry wells flood because they simply were not designed to contain storms as large as the 25-year event and they have no downstream discharge point.

This trend remains quite similar under the 2050 climate scenario, as well, with 62% of flooding occurring in the Strawberry Bank area, 24% on Marcy Street, and only 14% originating from the dry wells in Prescott Park. That is not to say that Prescott Park will not suffer the impact of much of the flooding originating upgradient; it is entirely possible that surcharging on Puddle Lane and Marcy Street will flow overland downgradient towards the Park, particularly to the Water Street area, which bisects the park.

The pattern of flooding is expected to change significantly during the late 21st century as sea level rises more significantly and many of the smaller outfalls and drain systems in the park begin to backwater as a result, causing surcharging from their associated manholes and catch basins. That process, which is evident in Table 2 as well, is the driving force behind the dramatic shift in flooding distribution, with 60% of total flooding occurring within the park while 11% occurs on Marcy Street and 29% occurs in the Strawberry Banke area.

Table 2 summarizes the expected magnitude of flood volumes, in millions of gallons (MG), that are expected to be generated during the 25-year event and how those volumes may change under future climate scenarios.

Table 2: Total Flooding and % Increase over Baseline Climate by Area (Existing Conditions)

Flooding Area	Flooding by Climate Scenario				
	Baseline	2050		2090	
	<i>Volume (MG)</i>	<i>Volume (MG)</i>	Δ (%)	<i>Volume (MG)</i>	Δ (%)
Prescott Park	0.295	0.376	27%	9.582	3148%
Marcy Street	0.279	0.662	137%	1.713	514%
Puddle Dock Pond	0.580	0.914	58%	3.767	549%
Strawbery Banke Parking	0.578	0.796	38%	0.858	48%
Total	1.732	2.748	59%	15.920	819%

Under the baseline climate scenario, a total of 1.732 MG of flooding is anticipated during the 25-year rain event, of which 0.574 MG is expected on City property in Prescott Park and Marcy Street. Under the 2050 climate scenario, total flooding is expected to increase by 59% while flooding on City property is simulated to increase by 81%. As noted above, flooding is expected to increase dramatically under the 2090 climate scenario, 819% over existing conditions in fact, due to sea level rise backwatering the existing stormwater system and surcharging from the lowest manholes and catch basins. Again, the most extreme increases are anticipated on City property where an increase of 1,868% is expected. While Prescott Park is likely to experience the most dramatic increase in flooding, due primarily to sea level rise, all four areas are expected to experience significant increases in flooding volumes due to sea level rise and the more intense rainfall expected by the end of the 21st century.

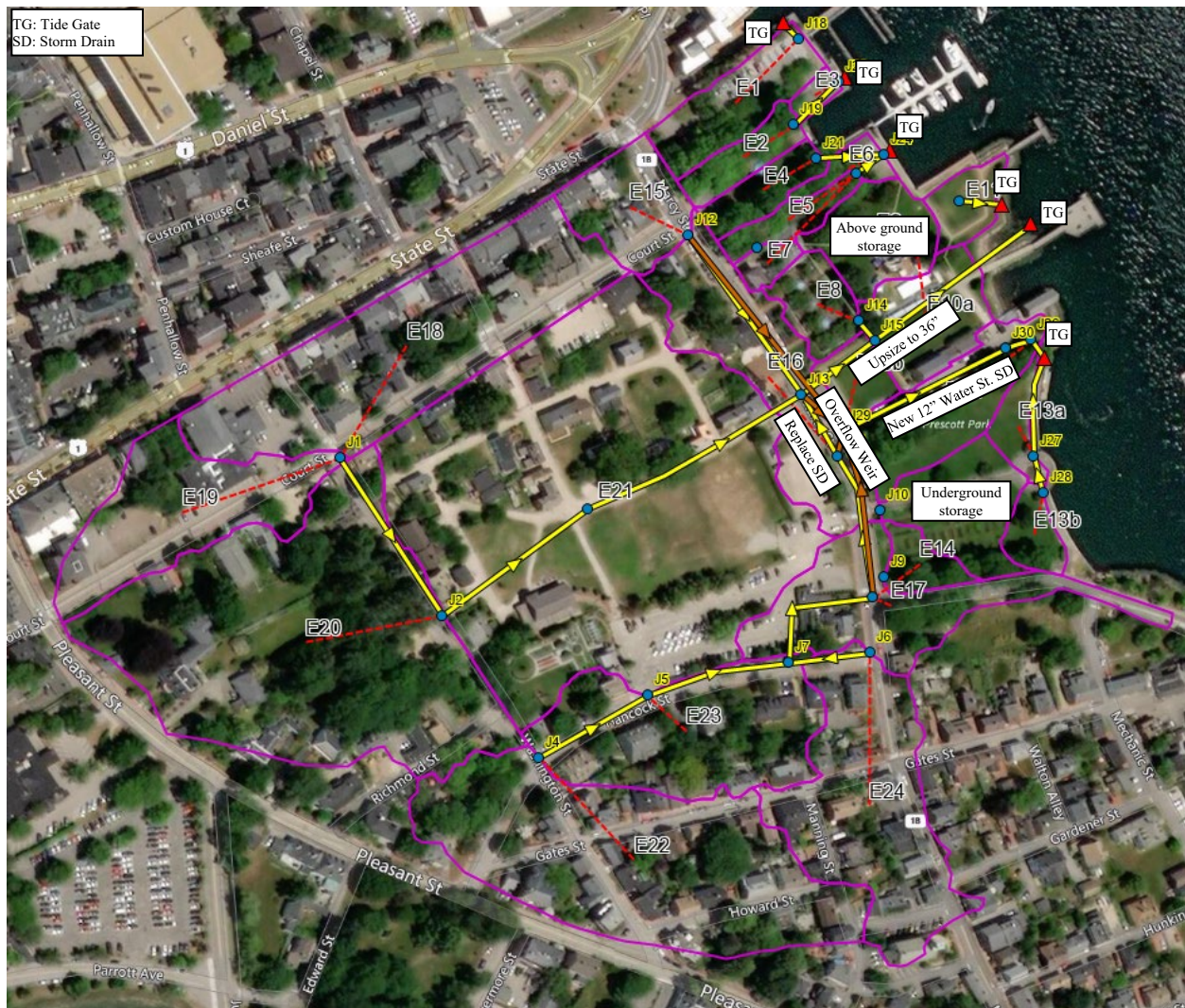
Proposed Conditions

To address the uncontrolled flooding from Prescott Park dry wells under the baseline and 2050 climate scenarios and the dramatic increases to flooding everywhere in the study area under the 2090 climate scenario, Weston & Sampson has evaluated a range of stormwater infrastructure projects that can be developed within Prescott Park to reduce the impacts of inland flooding. Based on simulations of the H&H model, we recommend the following stormwater-related projects:

1. All existing outfalls will get tide gates to prevent backflow during high tide.
2. The existing 24-in. storm drain through the Great Lawn area will be upsized to 36 in.
3. Approximately 0.337 MG of above ground storage will be incorporated into the grading of proposed Great Lawn area improvements. A valved outlet will allow captured runoff to be drained to the proposed 36-in. storm drain that runs beneath the Great Lawn area, after a storm event has passed.
4. A broken 12-in. storm drain in Marcy Street, between Fish Pond Lane and Water Street will be replaced in kind.
5. A 12-in. storm drain will be installed down the length of Water Street.
6. Inflow to this proposed Water Street storm drain will be via overflow weir from the storm drains on Marcy St.

7. Catch basins will be added as needed near the Marcy Street-Water Street intersection to capture any roadway flooding, discharging it to the proposed Water Street storm drain.
8. The Water Street storm drain will be discharge through an existing outfall located near the end of the straight. The outfall will likely need to be lowered and upsized to accommodate the additional runoff.
9. Two existing dry wells located northeast of the Liberty Lawn area will be discharged via new 6-in. drains to the outfall at the end of Water Street.
10. Approximately 0.146 MG of underground storage chambers will be installed beneath a portion of the Liberty Lawn area. A valved outlet will allow captured runoff to be drained to the proposed 12-in. storm drain beneath Water Street, after a storm event has passed.

Figure 2: Schematic of Existing Stormwater Infrastructure in and Upgradient of Prescott Park



These Prescott Park Improvements are expected to significantly reduce flood volumes originating in the park. Tables 3-5 identify the simulated flood volume totals by area and the percent reduction from existing conditions for baseline, 2050, and 2090 climate scenarios, respectively.

Table 3: Proposed Conditions Improvements under Baseline Climate Scenario

Flooding Area	Existing Conditions	Proposed Conditions	
	<i>Flooding (MG)</i>	<i>Flooding (MG)</i>	<i>% Reduction</i>
Prescott Park	0.295	0.000	100%
Marcy & Water St.	0.279	0.000	100%
Puddle Dock Pond	0.580	0.194	67%
Strawbery Banke Parking	0.578	0.561	3%
Total	1.732	0.755	56%

Table 4: Proposed Conditions Improvements under 2050 Climate Scenario

Flooding Area	Existing Conditions	Proposed Conditions	
	<i>Flooding (MG)</i>	<i>Flooding (MG)</i>	<i>% Reduction</i>
Prescott Park	0.376	0.000	100%
Marcy & Water St.	0.662	0.068	90%
Puddle Dock Pond	0.914	0.581	36%
Strawbery Banke Parking	0.796	0.788	1%
Total	2.748	1.437	48%

Table 5: Proposed Conditions Improvements under 2090 Climate Scenario

Flooding Area	Existing Conditions	Proposed Conditions	
	<i>Flooding (MG)</i>	<i>Flooding (MG)</i>	<i>% Reduction</i>
Prescott Park	9.582	0.306	97%
Marcy & Water St.	1.713	1.038	39%
Puddle Dock Pond	3.767	1.741	54%
Strawbery Banke Parking	0.858	0.867	-1%*
Total	15.920	3.952	75%

*Negative value indicating increased flooding under proposed conditions is within the "white noise" associated with the H&H model.

As shown in Table 3, the proposed improvements are expected to make an immediate impact on inland flooding. Under baseline climate conditions, the 25-year rainfall event is no longer expected to produce any uncontrolled flooding in Prescott Park or within the Marcy Street and Water Street roadways, a marked improvement to the 0.574 MG of flooding anticipated with the existing infrastructure. The Puddle Dock Pond area is also expected to experience a notable reduction, approximately 67%, in flooding.

The improvements to City property, namely Prescott Park, Marcy and Water Streets, are also expected to remain relatively dry during the 25-year event under the 2050 climate scenario, with Prescott Park experiencing no uncontrolled flooding and the roadways experiencing only 0.068 MG, a 90% reduction. Reductions in flooding upgradient in the Puddle Dock Pond area of Strawberry Banke are significant as well, approximately 36%, although they are reduced from those anticipated under baseline climate conditions.

The proposed stormwater improvement projects would also produce a significant reduction in uncontrolled flooding under the 2090 climate scenario. Flooding in Prescott Park itself would be reduced by approximately 97%, while flooding in Marcy and Water Streets would be reduced by 39%, although more than 1 MG of flooding is still expected in those roadways during the 25-year event under a late century climate scenario. The Puddle Duck Pond area is also expected to experience a significant reduction, approximately 54%. Counterintuitively, the H&H model indicates that the Strawberry Banke area will experience slightly more uncontrolled flooding under the proposed conditions. This result is very likely explained by the uncertainty of hydraulic models, that 1% increase in flooding is within the error bounds or the “white noise” of the model.

While the stormwater improvement projects identified above were shown, through the H&H model, to significantly improve flooding in the project area, a number of other projects or concepts were considered as well that were ultimately deemed infeasible or were found to offer no significant benefit. Some of those projects include:

- Additional underground storage chambers within Prescott Park were ultimately rejected due to the high water table, particularly under future climate scenarios. The Liberty Lawn area has some of the highest grades available and so short chambers were retained in that area. Elsewhere, underground chambers would be excessively difficult to drain post-event.
- Preliminary model simulations indicated that there may be a potential benefit to developing underground storage beneath the grassy field in the Puddle Dock Pond and beneath the Strawberry Banke parking lot. However, we did not include those projects in our recommended stormwater improvements as they are outside the project area and would require intense landowner collaboration.
- Additional reductions in the impervious surface area of sub-basins. Greater impervious surface area tends to increase peak runoff rates and total runoff volumes. The impervious surface areas of sub-basins within Prescott Park represent Weston & Sampson’s best attempt to balance the need to reduce flooding but also to maintain and improve enjoyment of the park and its facilities. Consideration of reducing impervious surface areas outside the park was not considered given the scope of the project.
- Upsizing of the storm drains beneath Marcy Street was evaluated. However, the benefits of that improvement were minor at best.
- Regrading Water Street to support preferential surface flow down the roadway towards Portsmouth Harbor during large storm events was considered. This concept was ultimately rejected due to plans to elevate much of Water Street and the existing buildings that sit along its edge. Instead, this concept was replaced with the installation of a 12-in. storm drain project that was incorporated into our recommended proposed conditions.

In summation, the stormwater improvement projects identified above will immediately and significantly reduce uncontrolled flooding in Prescott Park and on Marcy and Water Streets during flood events up to and including the 25-year storm event, and likely beyond. Significant benefits are expected to continue under mid- and late-century climate scenarios as well.

APPENDIX B: HDC PRESENTATION, INCLUDING PHASE 1 SUMMARY

City of Portsmouth, NH

PRESCOTT PARK

MASTER PLAN

PROPOSED PHASE 1 IMPLEMENTATION

Historic District Commission Meeting
December 9th, 2020



PROJECT TEAM



City of Portsmouth

Nancy Colbert Puff
Deputy City Manager

Peter Rice
Director of Public Works

Joe Almeida
Facilities Manager

Blue Ribbon Committee

Genevieve Aichele
Alan Gordon
Councilor Petra Huda
Beth Margeson
Robin Lurie-Meyerkopf
Tom Watson



Weston & Sampson
Landscape Architecture
Resiliency
Utility Infrastructure



Touloukian Touloukian Inc.
Architecture

Consultants

Leslie Chiu & Seaghan McKay
Outdoor Performing Arts
Production
United Stage & Rigging
Stage Mechanics

AGENDA

HISTORICAL BUILDING ANALYSIS

REVIEW OF THE SHAW WAREHOUSE

CLIMATE RESILIENCY STRATEGY

ENABLING ENGINEERING RESEARCH

PROPOSED MASTERPLAN UPDATES

PROPOSED UPDATES: 2017 & 2020

PRESCOTT PARK PROJECT UPDATES

PROJECT SCHEDULE

PROPOSED PHASE 1 IMPLEMENTATION

COST SUMMARY

OPEN DISCUSSION

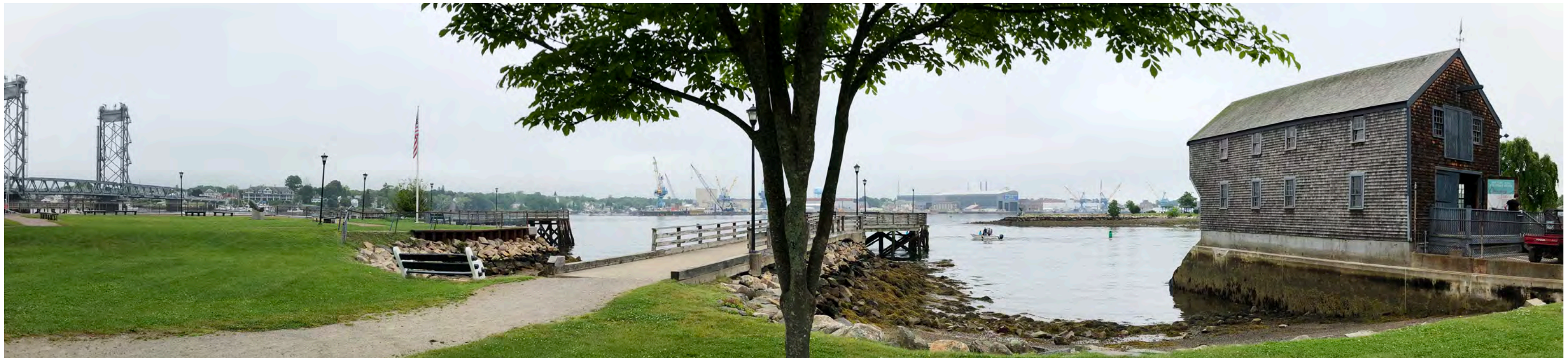


HISTORICAL BUILDING ANALYSIS

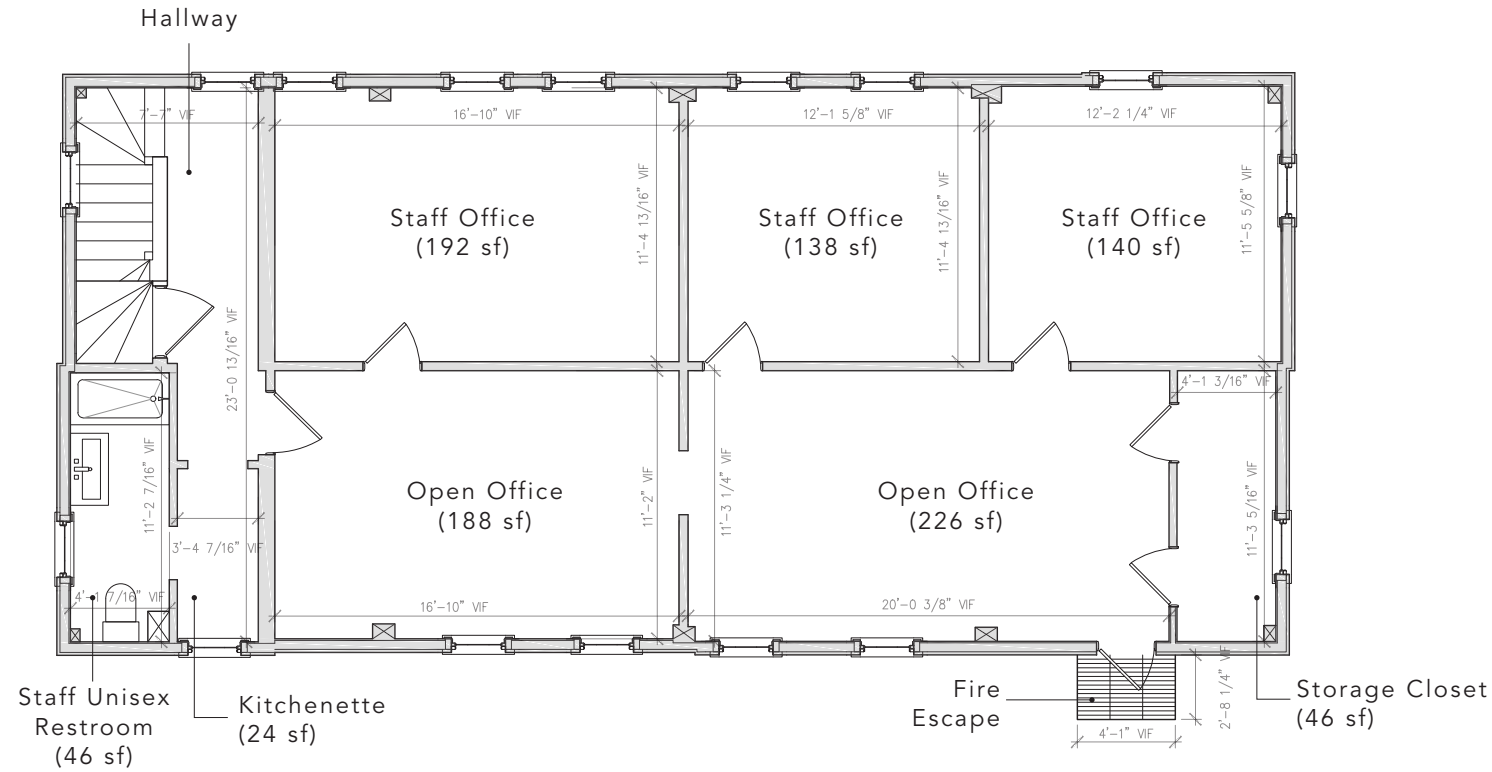




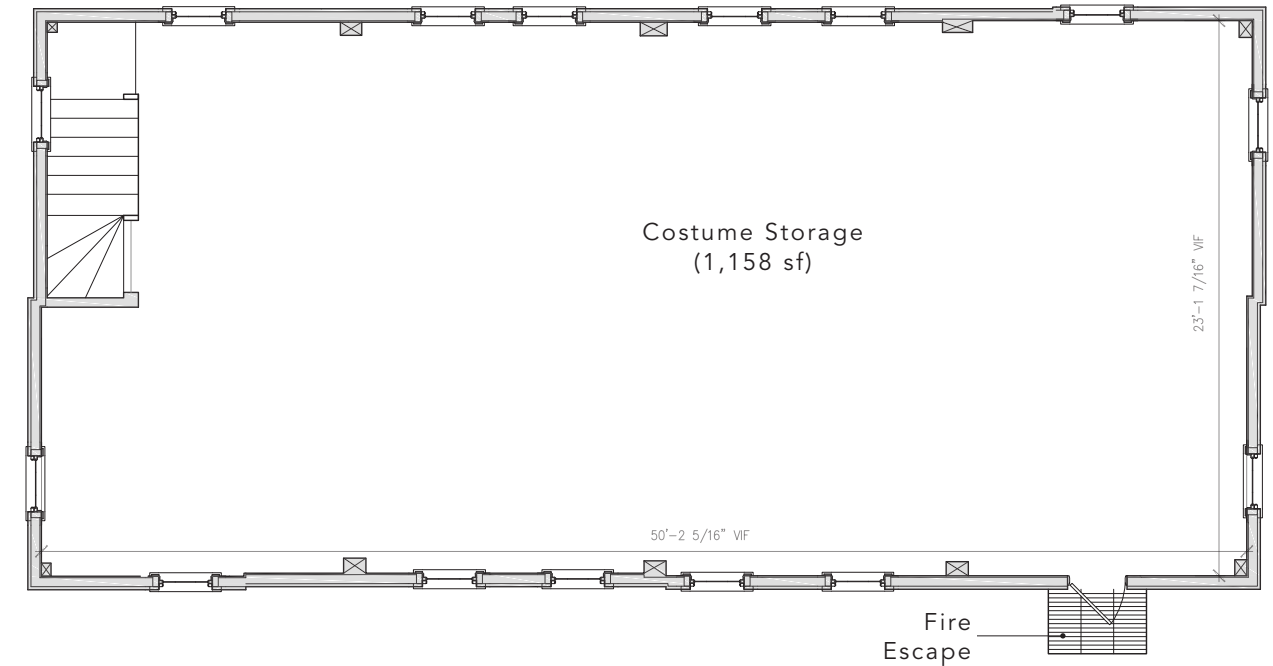
View looking west



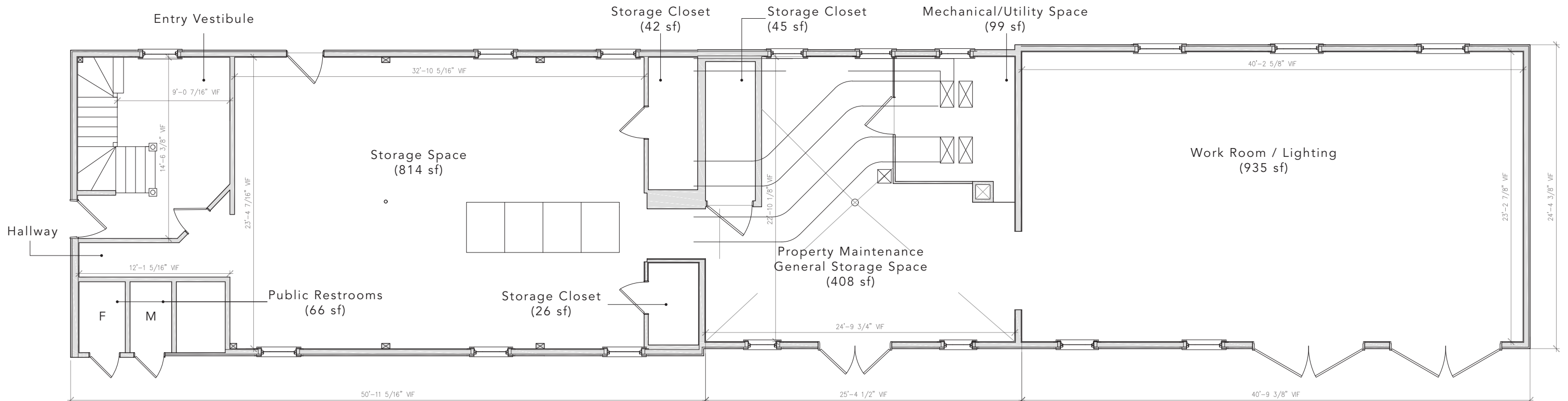
View looking south



Existing Second Floor Plan
NTS



Existing Third Floor Plan
NTS



Existing First Floor Plan
NTS

The Shaw Warehouse (circa. 1806-1813)





West Elevation - Entrance to building



North Elevation



South Elevation - View towards public restrooms and parking zone



South Elevation - Emergency egress stair and connection to Lean-To addition





Shaw 2nd Floor - View of open office space looking towards storage closet doors



Shaw 2nd Floor - View of open office looking towards emergency egress exit





Shaw 1st Floor - Water Heater



Shaw 1st Floor - Electric Panel



Shaw 1st Floor - Steel Support Post



Shaw 1st Floor - HVAC DUCT

The Shaw Warehouse Leanto Addition (circa. 1904)





South Facade



Lean-to - Interior Storage space looking towards door connecting to the Garage addition

Lean-to- Interior Storage Space



The Shaw Warehouse Garage Addition (circa. 1987)





South Facade

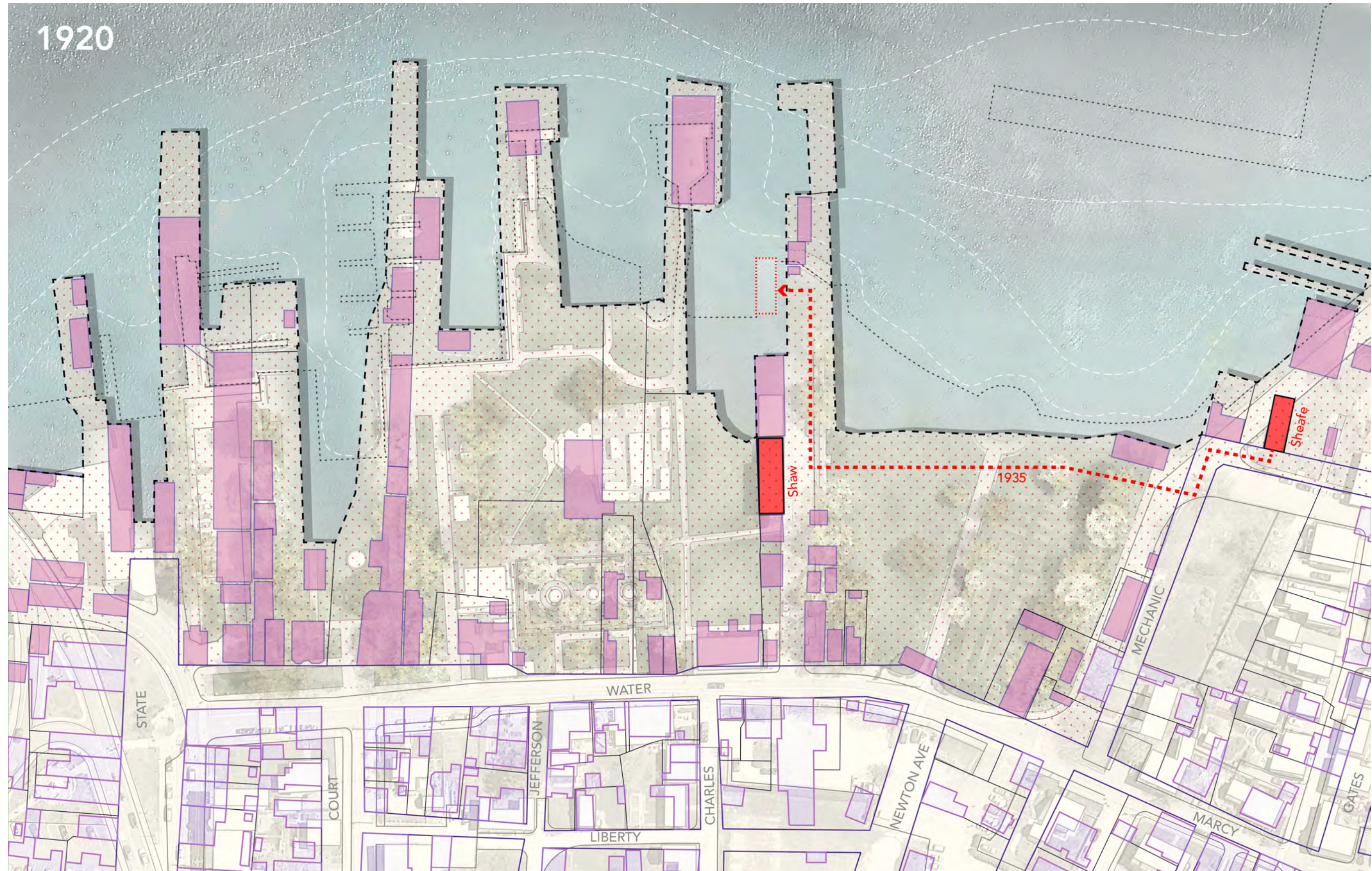


South Facade



Garage Addition - Interior stage/ prop workshop and storage







From Brighton's The Prescott Story ©1982; 1920s view courtesy Strawberry Banke Museum



Courtesy of the Portsmouth Athenaeum© 1938 View of Shaw Warehouse and neighboring wharves.



Courtesy of the Portsmouth Athenaeum© 1930 Sheafe Warehouse original location on Mechanic St.



1939 Sheafe Warehouse moving next to Shaw Warehouse in Prescott Park.



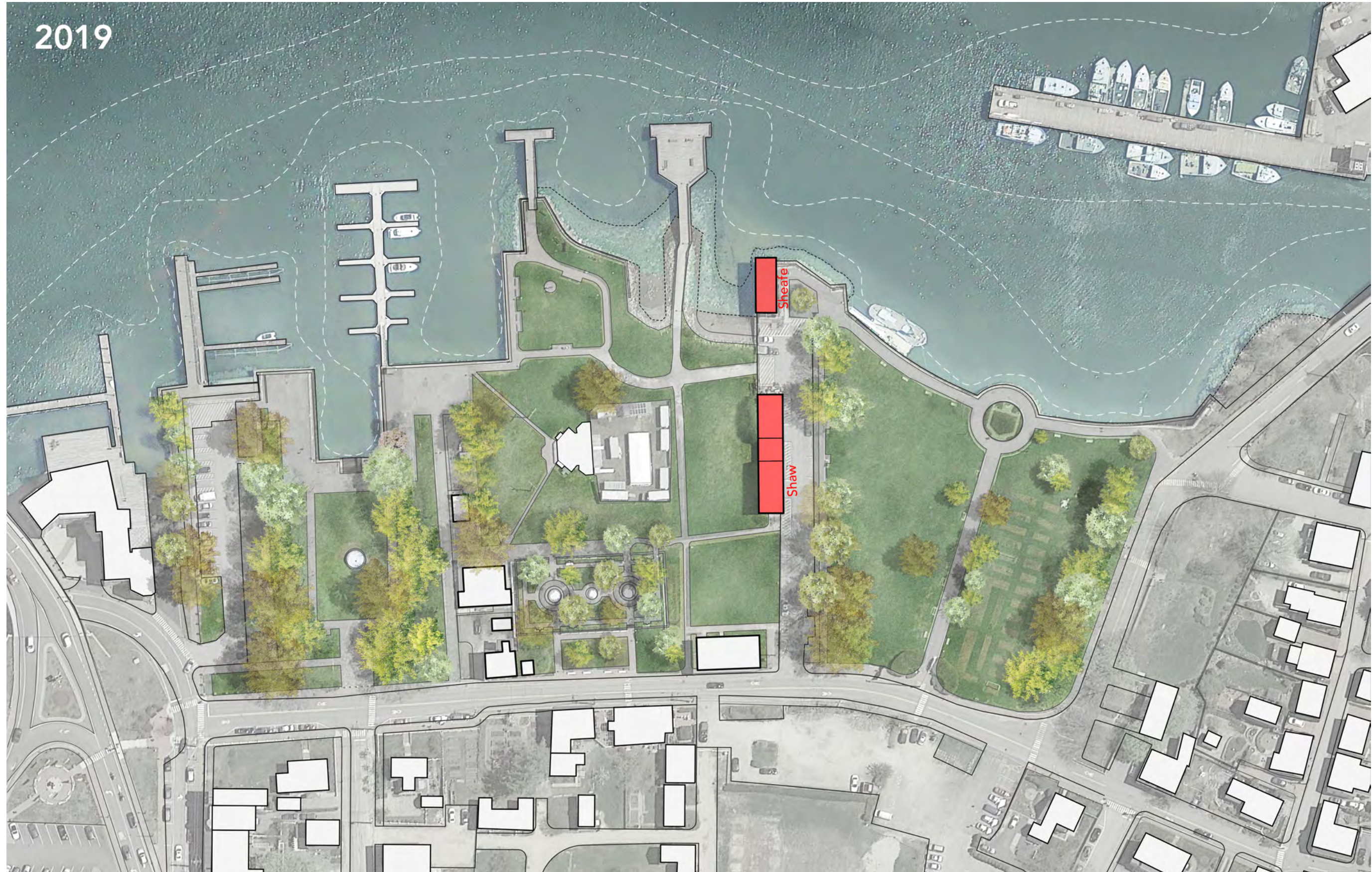


Courtesy of the Portsmouth Athenaeum © circa 1963 Aerial View.





Courtesy of the Portsmouth Athenaeum© 1980 Aerial View.

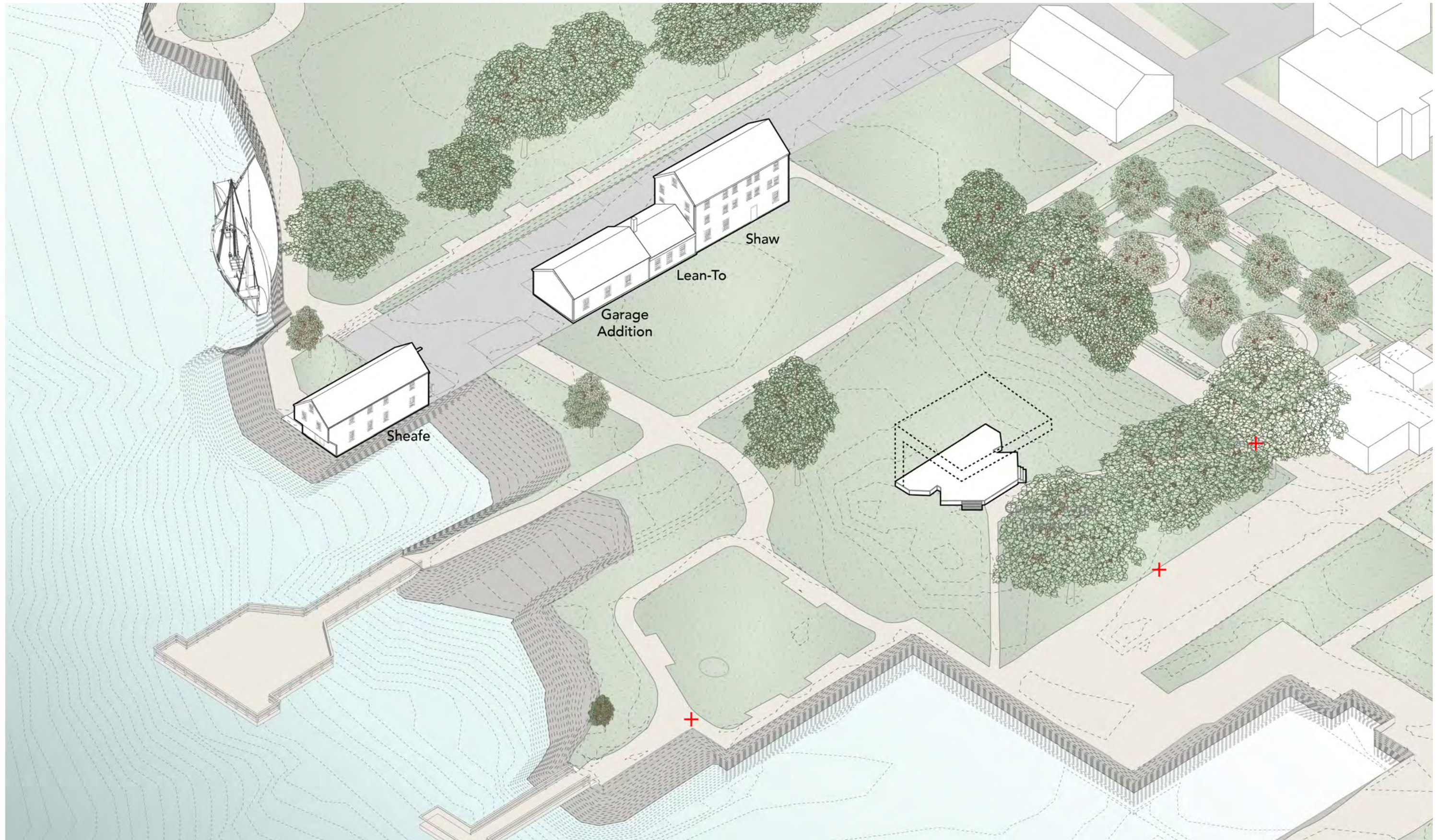


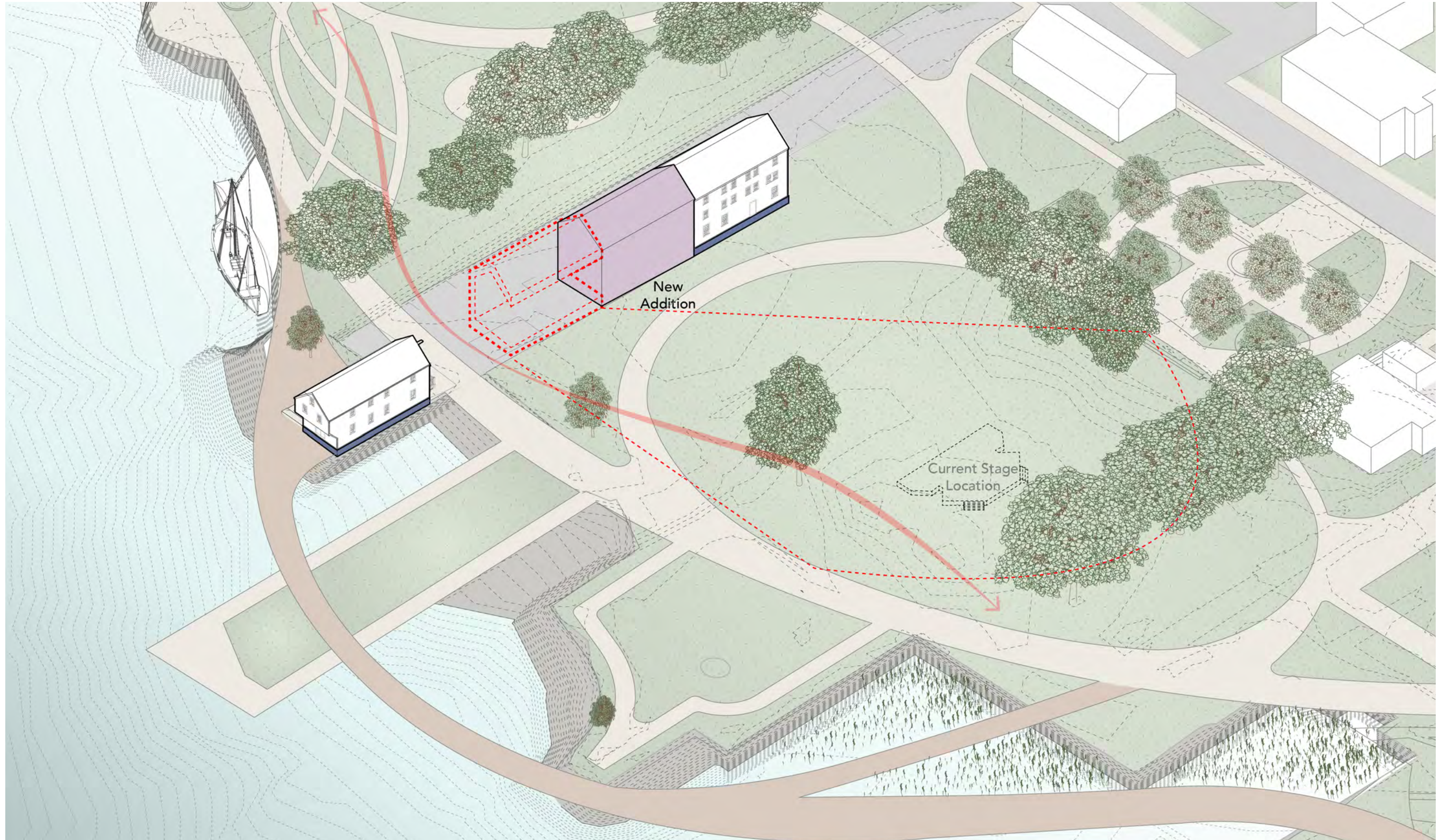


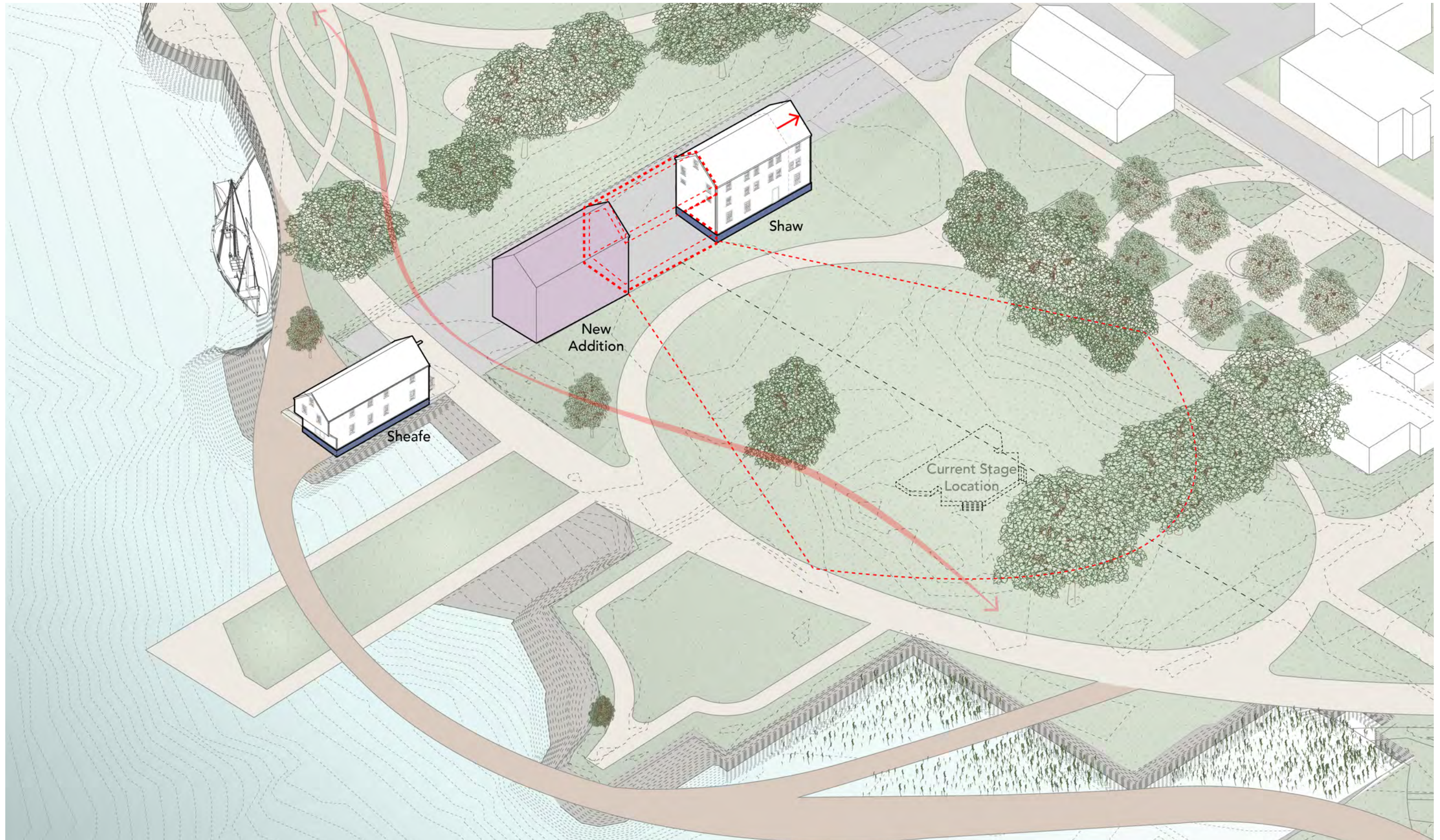
2019, Aerial view



Existing Aerial







CLIMATE RESILIENCY STRATEGY

RESILIENCY STRATEGY DIAGRAM



PROTECT

PROTECT THE PARK BY IMPROVING SEAWALL INFRASTRUCTURE, ADDING TIDE GATES, AND MANAGING ON-SITE STORMWATER



RETREAT

RETREAT FROM SEA LEVEL RISE BY RAISING & SHIFTING THE SHAW TO A HIGHER ELEVATION TOWARDS MARCY STREET

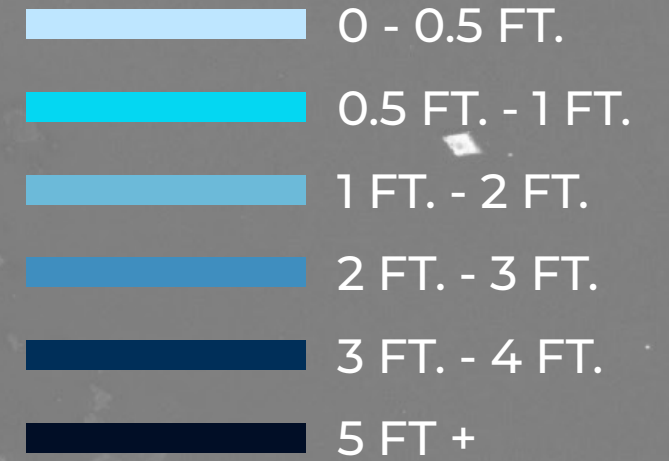


ACCOMMODATE

ACCOMMODATE FOR FLOODING BY CREATING TEMPORARY ABOVE GROUND STORMWATER HOLDING DURING PEAK STORM EVENTS

MAX FLOOD ELEVATION: 10.2' NAVD88

INUNDATION DEPTHS:



Sheafe Warehouse
+/- 10.0'

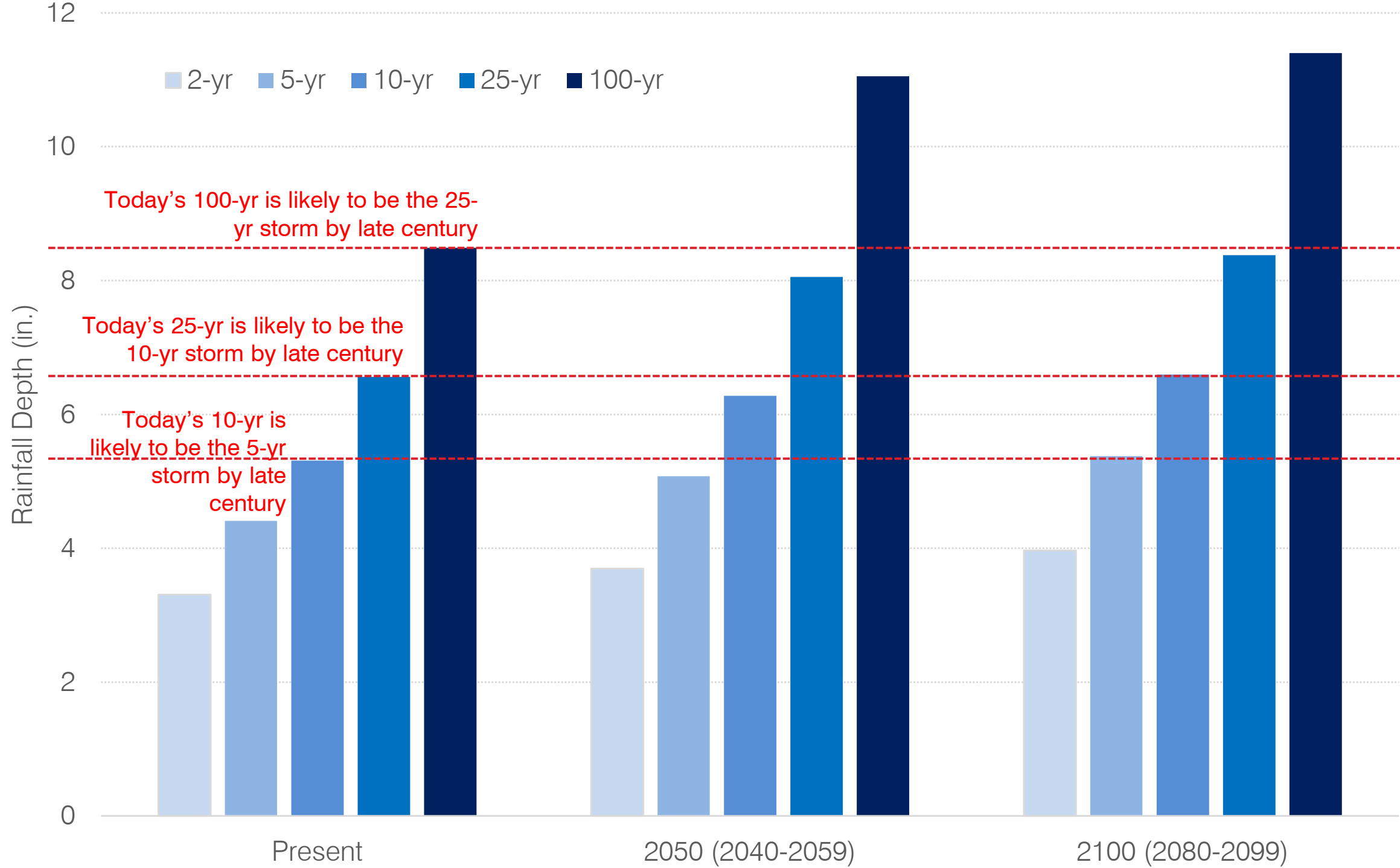
Shaw Warehouse
+/- 6.2'
+/- 6.5'
+/- 7.9'

The Player's Ring
8.9' - 9.1'

FLOODING UNDER TODAY'S HIGH TIDE DURING A 100 YEAR STORM

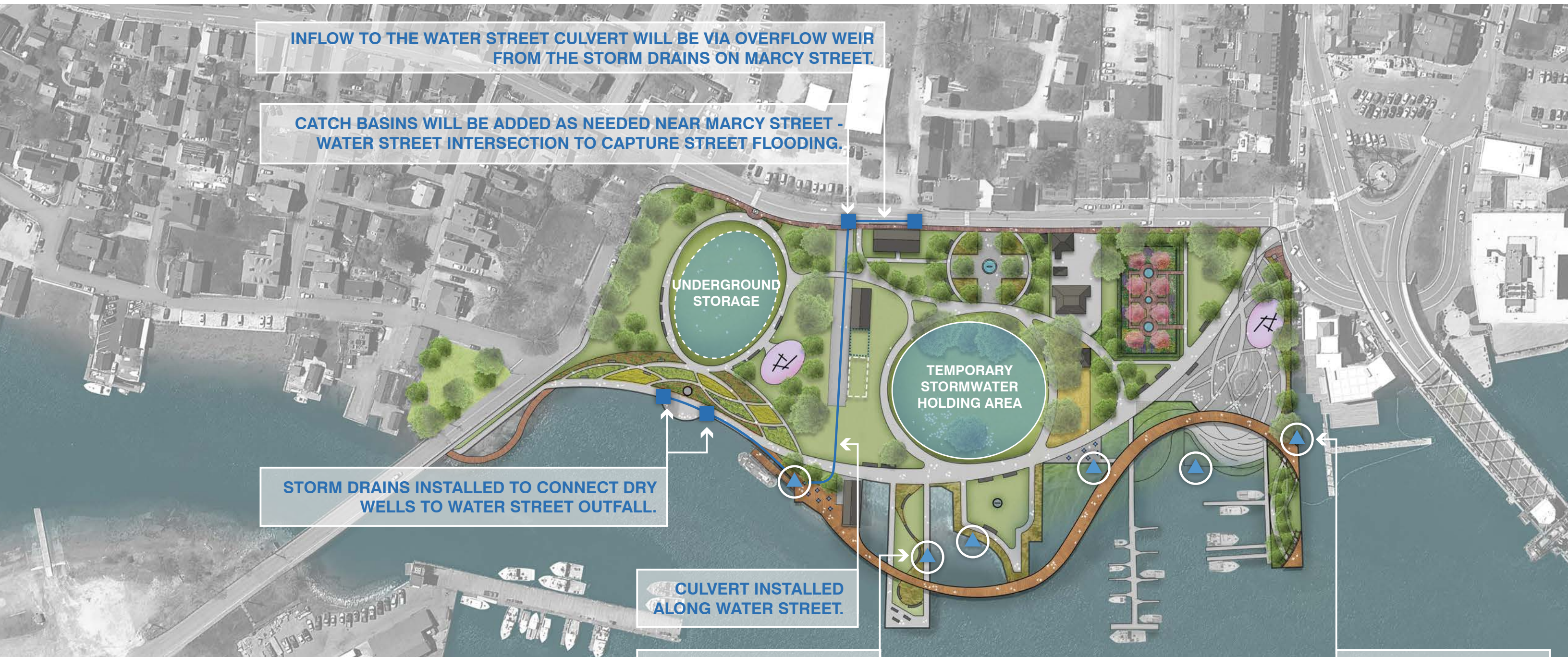


STORMWATER FLOODING IMPACTS



Source: Climate change projections for Portsmouth by Dr. Cameron Wake as part of NHDES publication on New Hampshire Coastal Flood Risk Summary Part 1: Science, released September 3rd, 2019

STORMWATER STRATEGY



INFLOW TO THE WATER STREET CULVERT WILL BE VIA OVERFLOW WEIR FROM THE STORM DRAINS ON MARCY STREET.

CATCH BASINS WILL BE ADDED AS NEEDED NEAR MARCY STREET - WATER STREET INTERSECTION TO CAPTURE STREET FLOODING.

STORM DRAINS INSTALLED TO CONNECT DRY WELLS TO WATER STREET OUTFALL.

CULVERT INSTALLED ALONG WATER STREET.

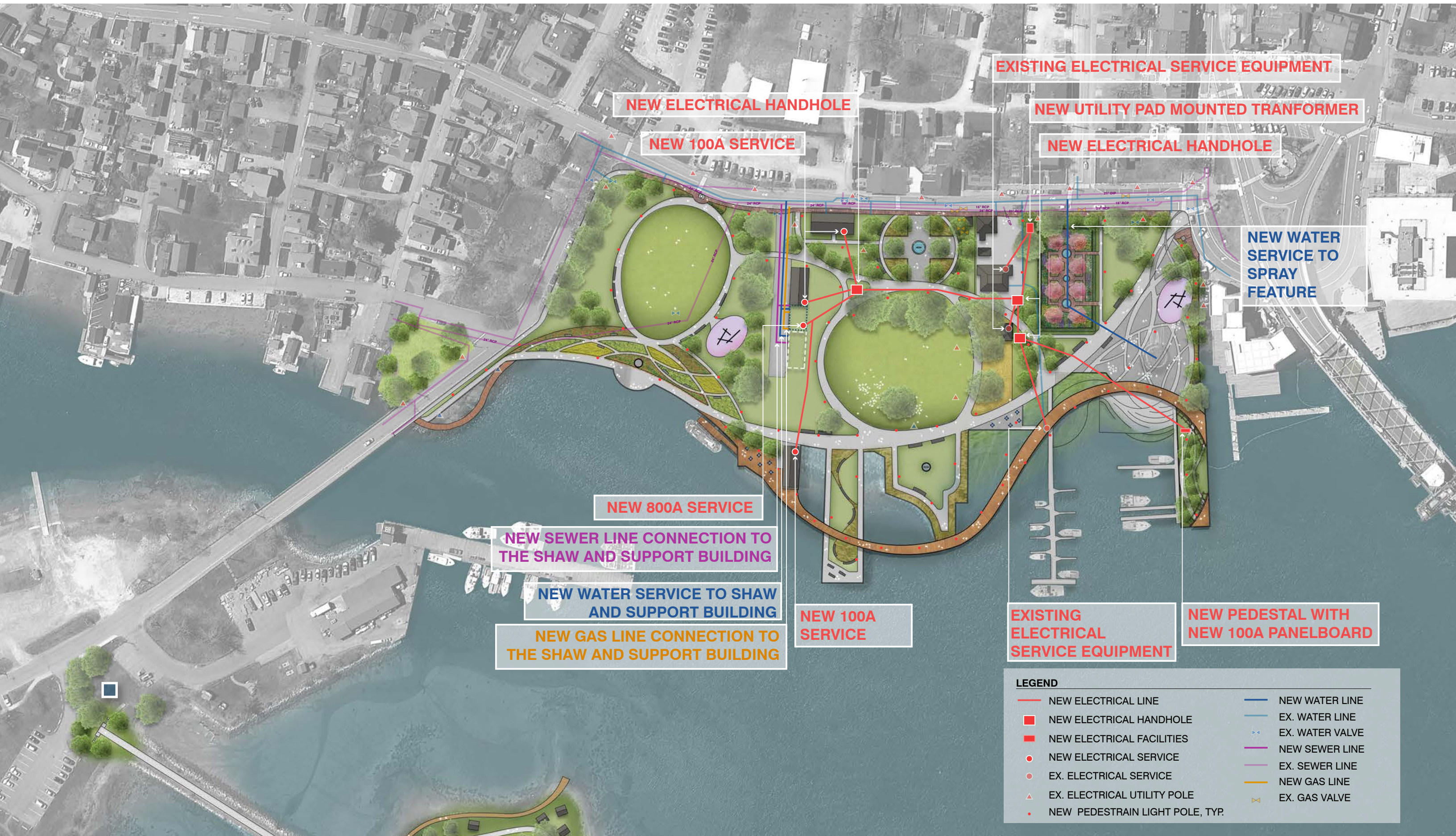
OUTFALL TO BE LOWERED AND UP-SIZED TO ACCOMMODATE ADDITIONAL RUNOFF.

ALL EXISTING OUTFALLS WILL HAVE TIDE GATES IF NOT ALREADY IN PLACE.

Proposed Conditions Improvements under Baseline Climate Scenario

Flooding Area	Existing Conditions	Proposed Conditions	
	Flooding (MG)	Flooding (MG)	% Reduction
Prescott Park	0.295	0.000	100%
Marcy & Water St.	0.279	0.000	100%
Total	0.574	0.00	100%

MEP STRATEGY



NEW ELECTRICAL HANDHOLE

NEW 100A SERVICE

EXISTING ELECTRICAL SERVICE EQUIPMENT

NEW UTILITY PAD MOUNTED TRANSFORMER

NEW ELECTRICAL HANDHOLE

NEW WATER SERVICE TO SPRAY FEATURE

NEW 800A SERVICE

NEW SEWER LINE CONNECTION TO THE SHAW AND SUPPORT BUILDING

NEW WATER SERVICE TO SHAW AND SUPPORT BUILDING

NEW GAS LINE CONNECTION TO THE SHAW AND SUPPORT BUILDING

NEW 100A SERVICE

EXISTING ELECTRICAL SERVICE EQUIPMENT

NEW PEDESTAL WITH NEW 100A PANELBOARD

LEGEND

- | | |
|-----------------------------------|-------------------|
| — NEW ELECTRICAL LINE | — NEW WATER LINE |
| ■ NEW ELECTRICAL HANDHOLE | — EX. WATER LINE |
| ■ NEW ELECTRICAL FACILITIES | ⋈ EX. WATER VALVE |
| ● NEW ELECTRICAL SERVICE | — NEW SEWER LINE |
| ● EX. ELECTRICAL SERVICE | — EX. SEWER LINE |
| ▲ EX. ELECTRICAL UTILITY POLE | — NEW GAS LINE |
| ● NEW PEDESTRAIN LIGHT POLE, TYP. | ⋈ EX. GAS VALVE |

PROPOSED MASTER PLAN UPDATES

**BASED ON ENABLING ENGINEERING RESEARCH
& HISTORICAL BUILDING ANALYSIS**

MASTER PLAN, 2017



RELOCATED
MAINTENANCE
FACILITY

MECHANIC STREET

LIBERTY
GARDEN

TRIAL
GARDENS

ART

WATER STREET

STAGE

THE SHAW

PERFORMANCE
LAWN

HOVEY
FOUNTAIN

NEW
FORMAL
GARDEN

ART

PUBLIC
FORUM

WATERFRONT

THE SHEAFE

WHALE
SCULPTURE

BOARDWALK

PIERCE ISLAND ROAD

FOUR TREE
ISLAND

MARCY STREET

MEMORIAL BRIDGE

0 50 100 200FT



PROPOSED UPDATED MASTER PLAN, 2020



MECHANIC STREET

MARCY STREET

MEMORIAL BRIDGE

PIERCE ISLAND ROAD

LIBERTY GARDEN

HOVEY FOUNTAIN

NEW FORMAL GARDEN

TRIAL GARDENS

THE SHAW

ADDITION STAGE

PUBLIC FORUM

PERFORMANCE LAWN

WATERFRONT

THE SHEAFE

BOARDWALK

WHALE SCULPTURE

PROPOSED RELOCATED MAINTENANCE FACILITY

FOUR TREE ISLAND

0 50 100 200FT



PROPOSED UPDATES

2017 MASTER PLAN:

- Necessary improvements to create a resilient park

- Relocate maintenance facility to area near Mechanic Street

- Preserve the Shaw; Consider ground floor for public use

- Relocate the stage to create an open and properly graded Performance Lawn

2020 MASTER PLAN:

- Stabilize and raise existing seawalls; improve and add tide gates
- Regrade Performance Lawn to temporarily hold above ground stormwater
- Regrade Water Street for preferential inundation pathways

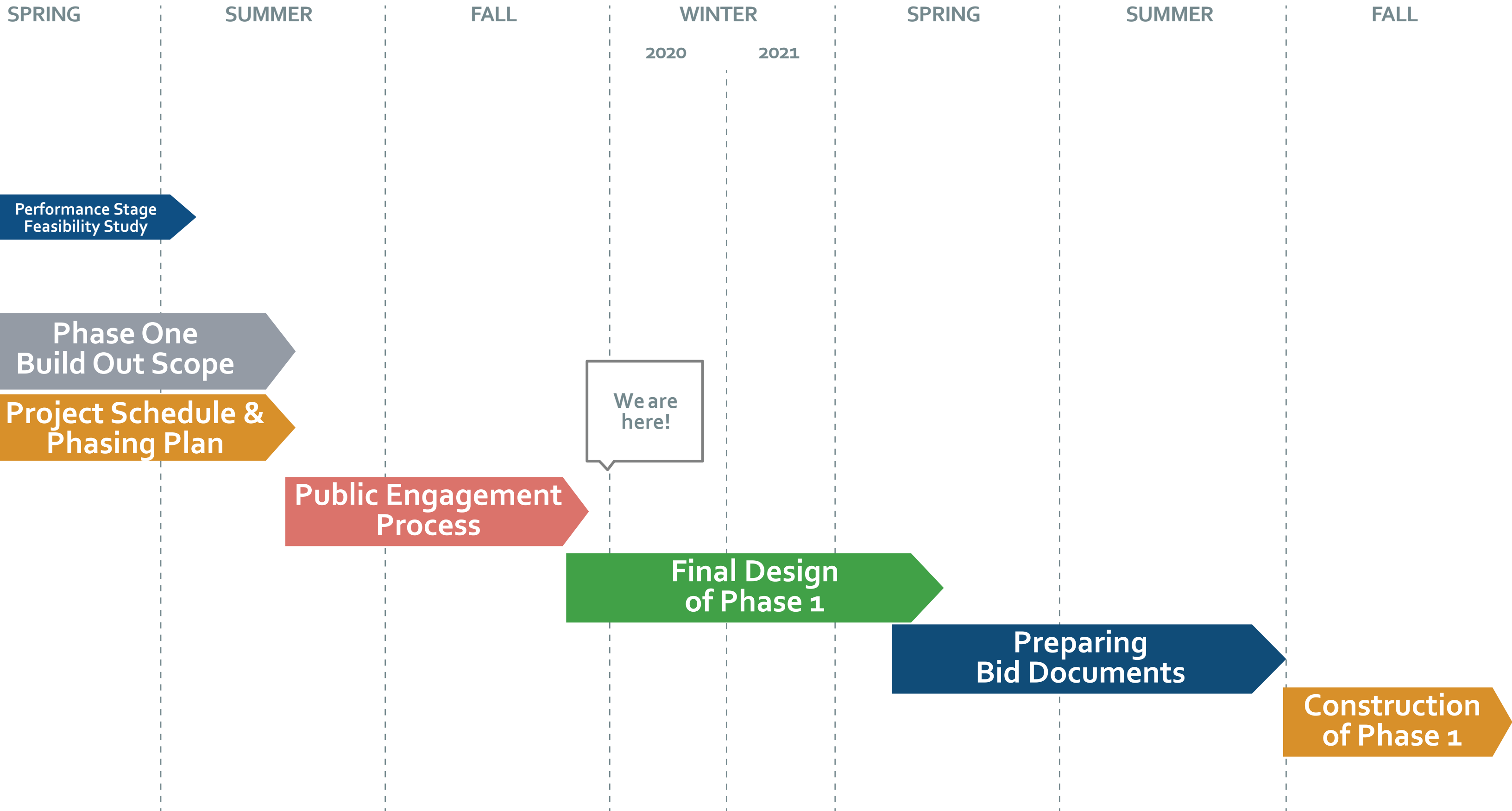
- Relocate maintenance facility to area near Four Tree Island

- Raise and relocate the Shaw
- 1st floor of the Shaw as a civic space
- New addition aside the Shaw to improve accessibility and storage while preserving its historic integrity

- Relocate the stage to the "*rail*", aligned with the Shaw

PRESCOTT PARK PROJECT UPDATES

UPDATED PROJECT SCHEDULE



PHASING PLAN, 2017



0 50 100 200FT



UPDATED PROPOSED PHASING PLAN



PROPOSED
RELOCATION OF
MAINTENANCE
FACILITY

1

6

4

1

2

3

6

5

0 50 100 200FT



PROPOSED PHASE 1 IMPLEMENTATION

PROPOSED PHASE 1 SCOPE

PROPOSED
RELOCATION OF
MAINTENANCE
FACILITY

1



0 50 100 200FT



PROPOSED PHASE 1 PRIORITIES:

PRIORITIES

- Stabilize and raise existing seawalls and add tide gates to prevent back-flow in extreme high tides and storm events; reduce chain link fence
- Add subsurface stormwater carrying capacity under the Performance Lawn
- Upgrade main electrical service to the site, including transformer
- Regrade Water Street to create preferred future inundation pathways
- Relocate the Maintenance Facility to near Four Tree Island
- Raise and relocate the Shaw; remove Garage and Lean-to
- Improve and relocate the stage facility

CONSIDER FOR PHASE 1 or FUTURE PHASES

- Establish new pathways / pedestrian circulation
- Establish “contract growing” for ornamental trees for the relocated Formal Garden
- Redesign the edge treatment along the waterfront and provide moments for safe water access
- Introduce wayfinding and interpretive signage
- Upgrade tree planting and irrigation

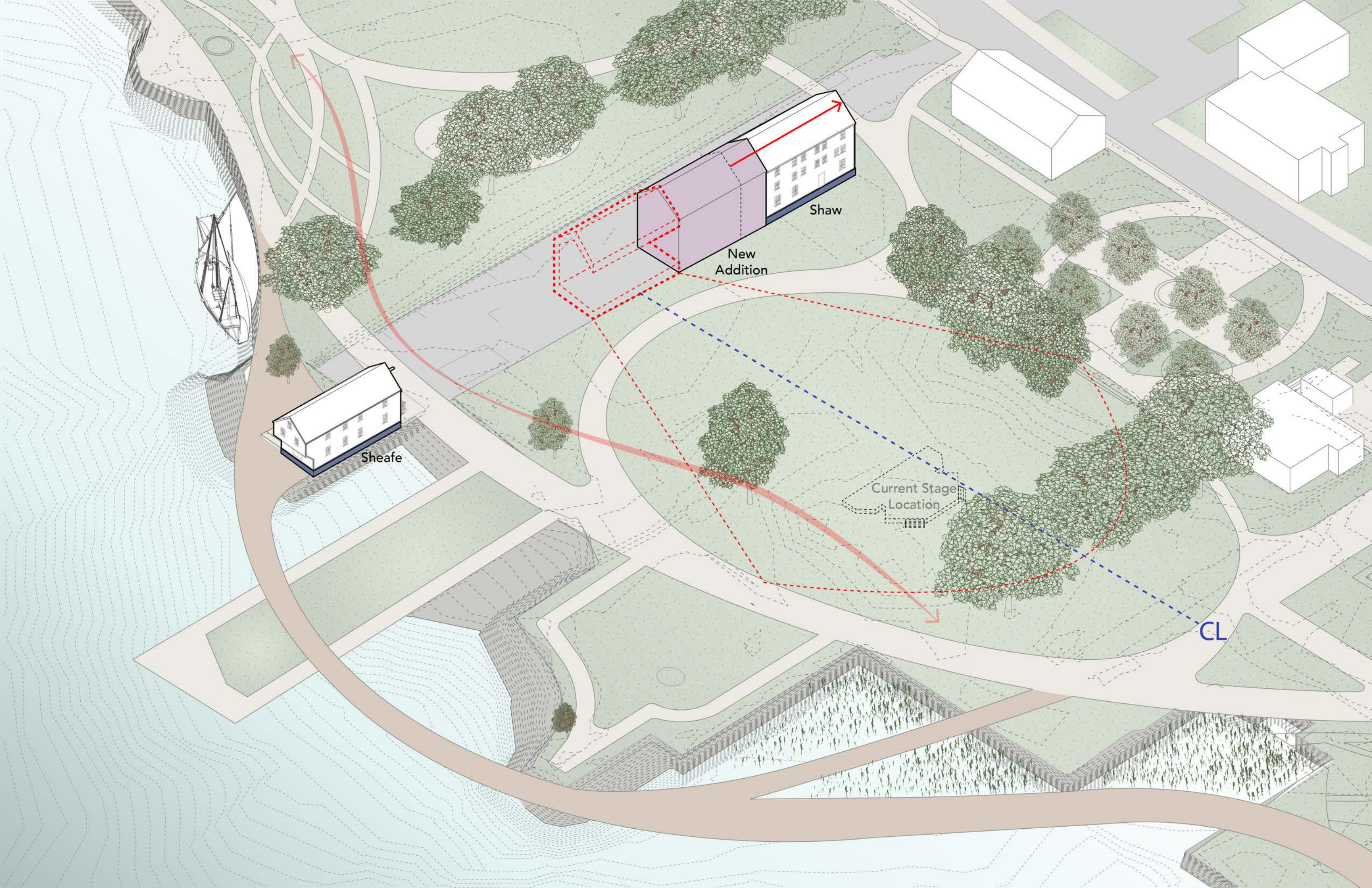
PHASE 1 IMPROVEMENTS SUPPORT:

DESIGN TENETS

- **Recognize City ownership of the park and its structures**
- **Use “for park and recreational purposes” per the Josie F Prescott Trust**
- **Integrate coastal resilience / adaptation strategies**
- **Maintain and enhance the maritime historical connection**
- **Maintain / increase large open spaces for formal and informal activities**
- **Ensure that parking does not take up precious waterfront park space**
- **Protect and preserve historic resources**
- **Improve integration into the neighborhood**
- **Ensure presence for theater, dance, music, and visual arts**

FUTURE STAGES OF PHASE 1:

- *Ensure pedestrian through-route accessibility at all times*
- *Maximize waterfront connection*



Sheafe

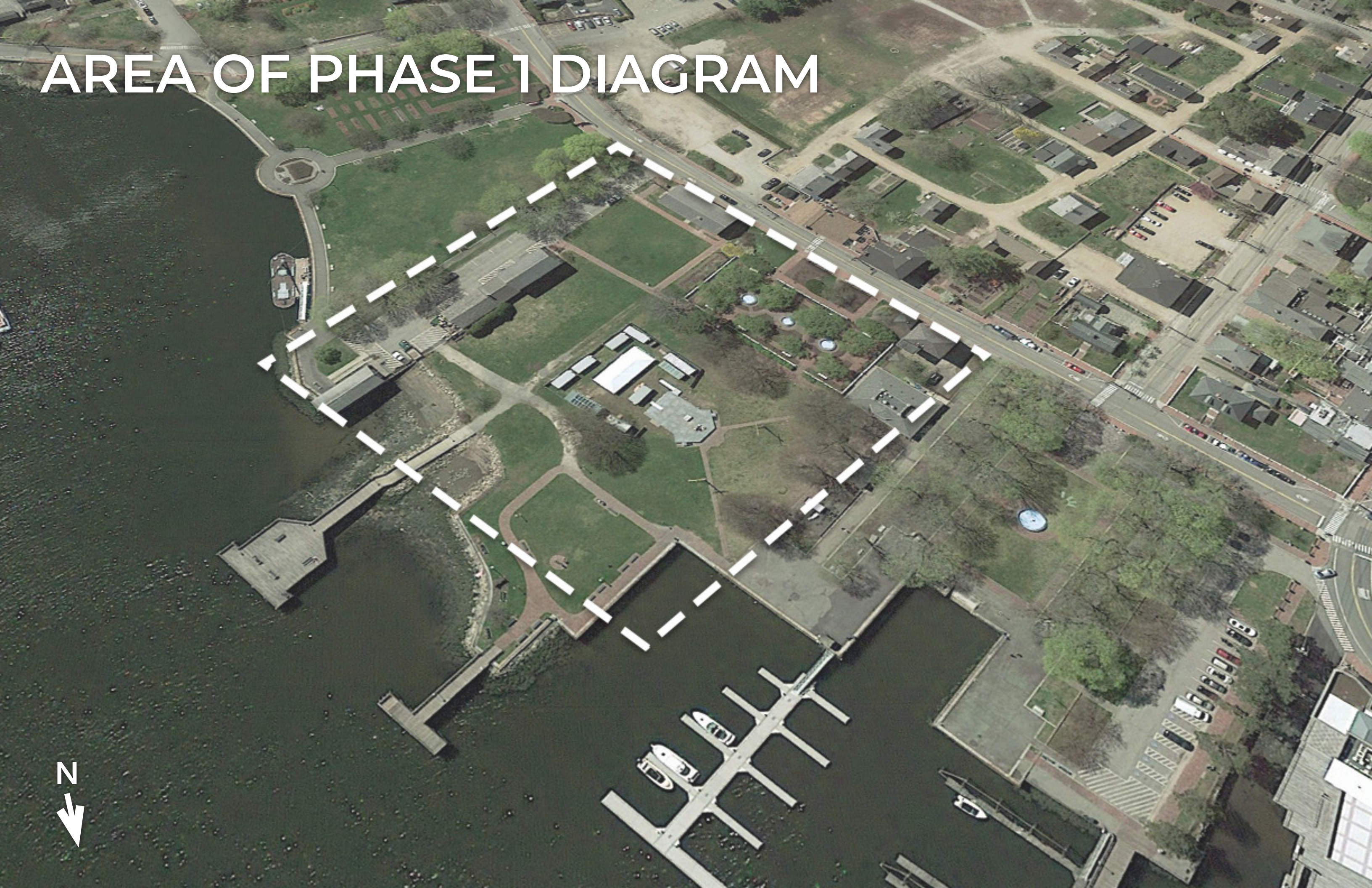
New Addition

Shaw

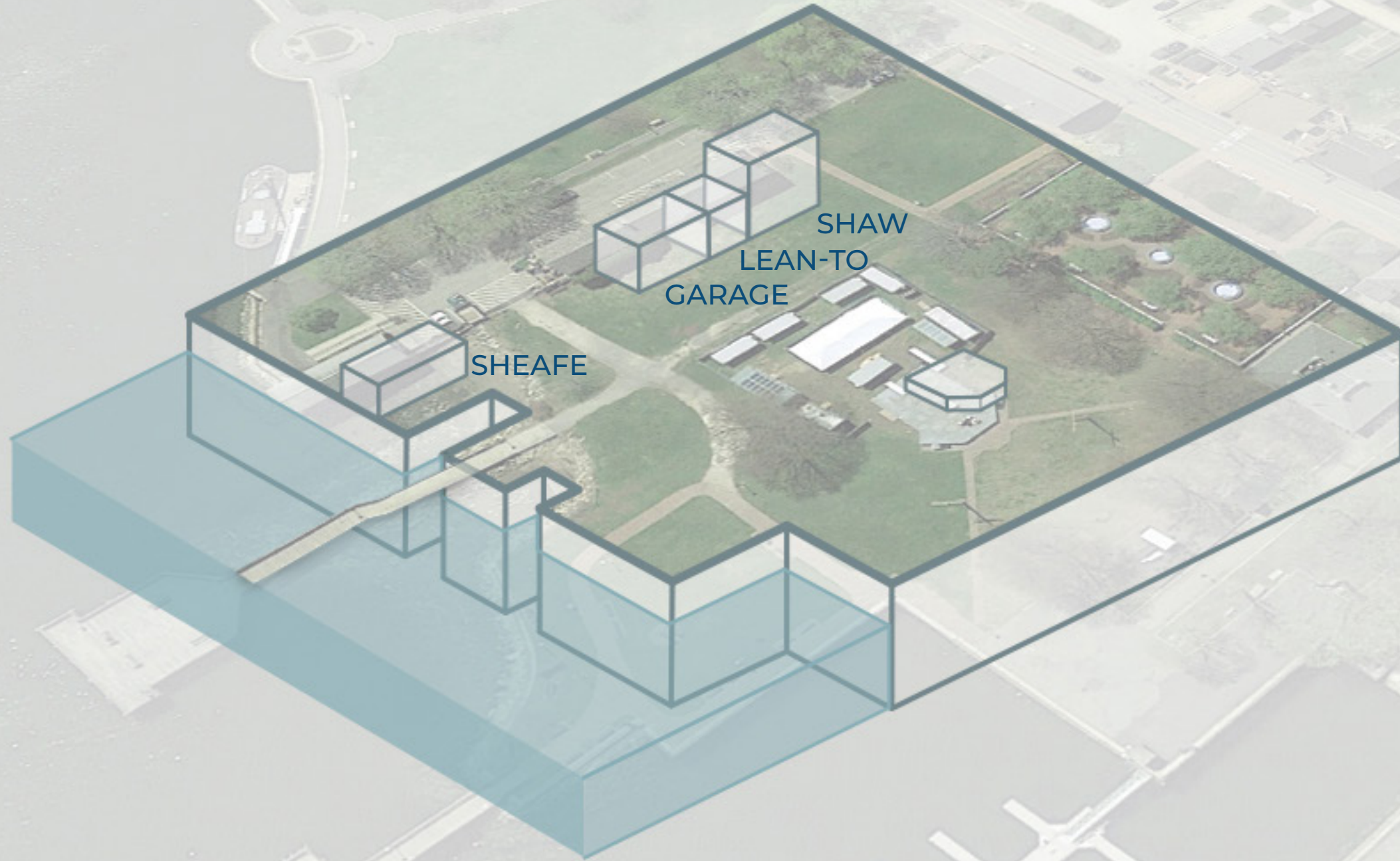
Current Stage Location

CL

AREA OF PHASE 1 DIAGRAM

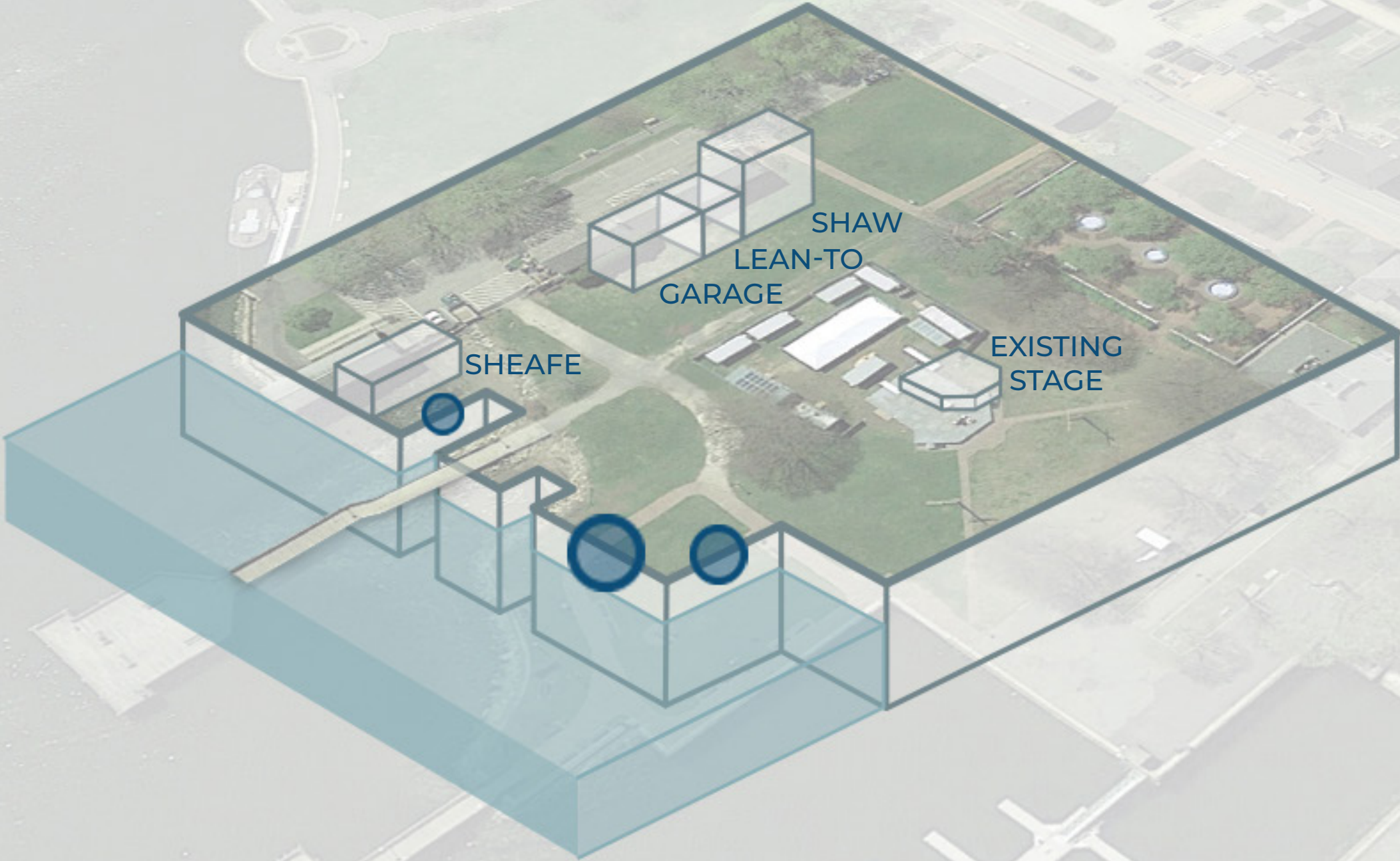


EXISTING CONDITIONS



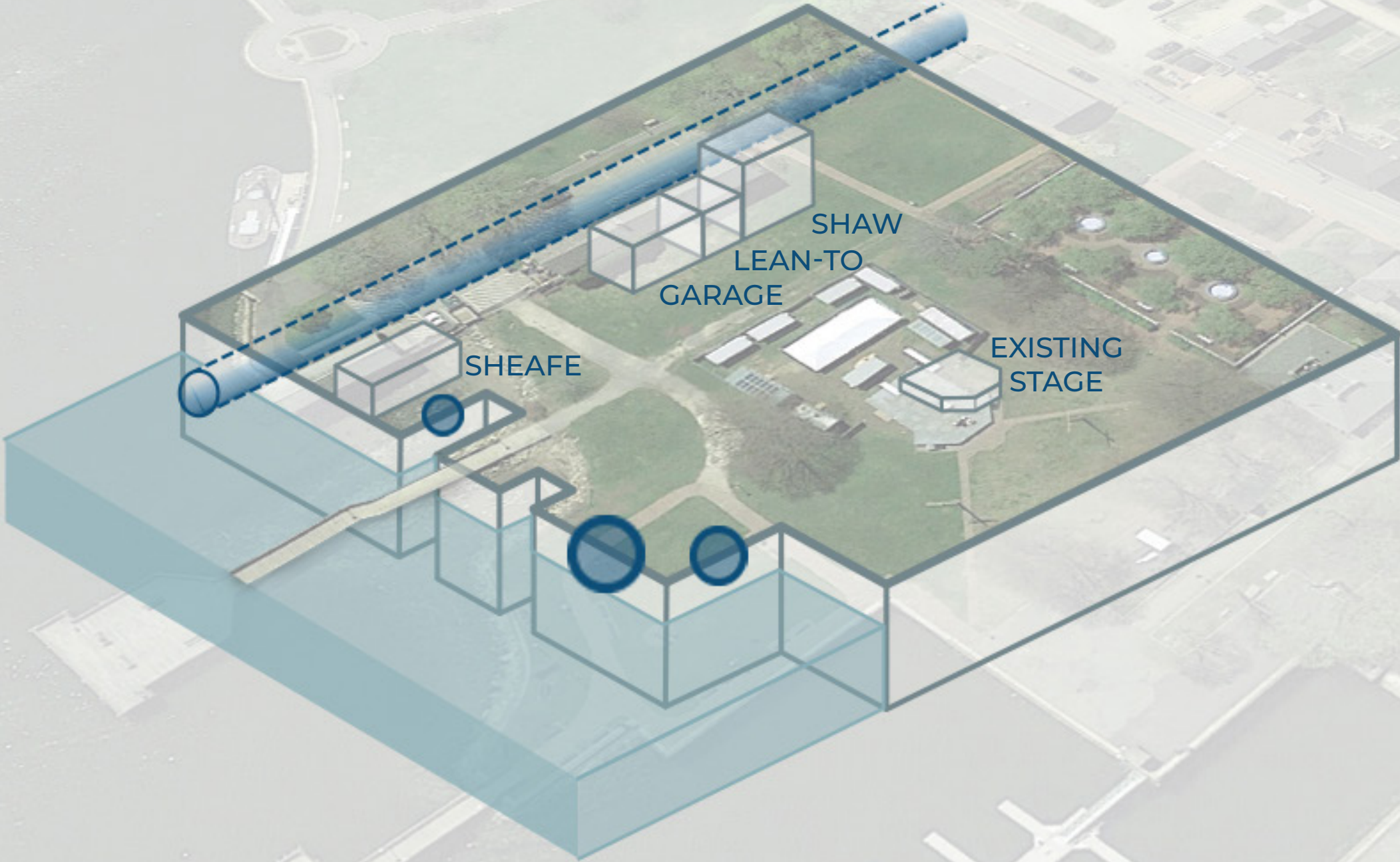
STABILIZE SEAWALLS AND IMPROVE UTILITIES

- IMPROVEMENTS/REPAIRS TO VULNERABLE AREAS ALONG SEAWALL
- ADDITIONAL COURSE OF GRANITE BLOCKS TO TOP OF SEAWALL
- NEW AND RETROFITTED TIDE GATES
- RELOCATED MAINTENANCE FACILITY NEAR FOUR TREE ISLAND



STORMWATER IMPROVEMENTS

SUBSURFACE STORMWATER MANAGEMENT
INCREASE PIPE DIAMETER ALONG WATER STREET



REGRADEING FOR PREFERENTIAL FLOODING

REGRADE THE PERFORMANCE LAWN AND ALONG THE RAIL FOR DESIGNATED FLOOD PATHS
MOVE STAGE TO BE ALONG THE "RAIL LINE" AND CENTER OF PERFORMANCE LAWN

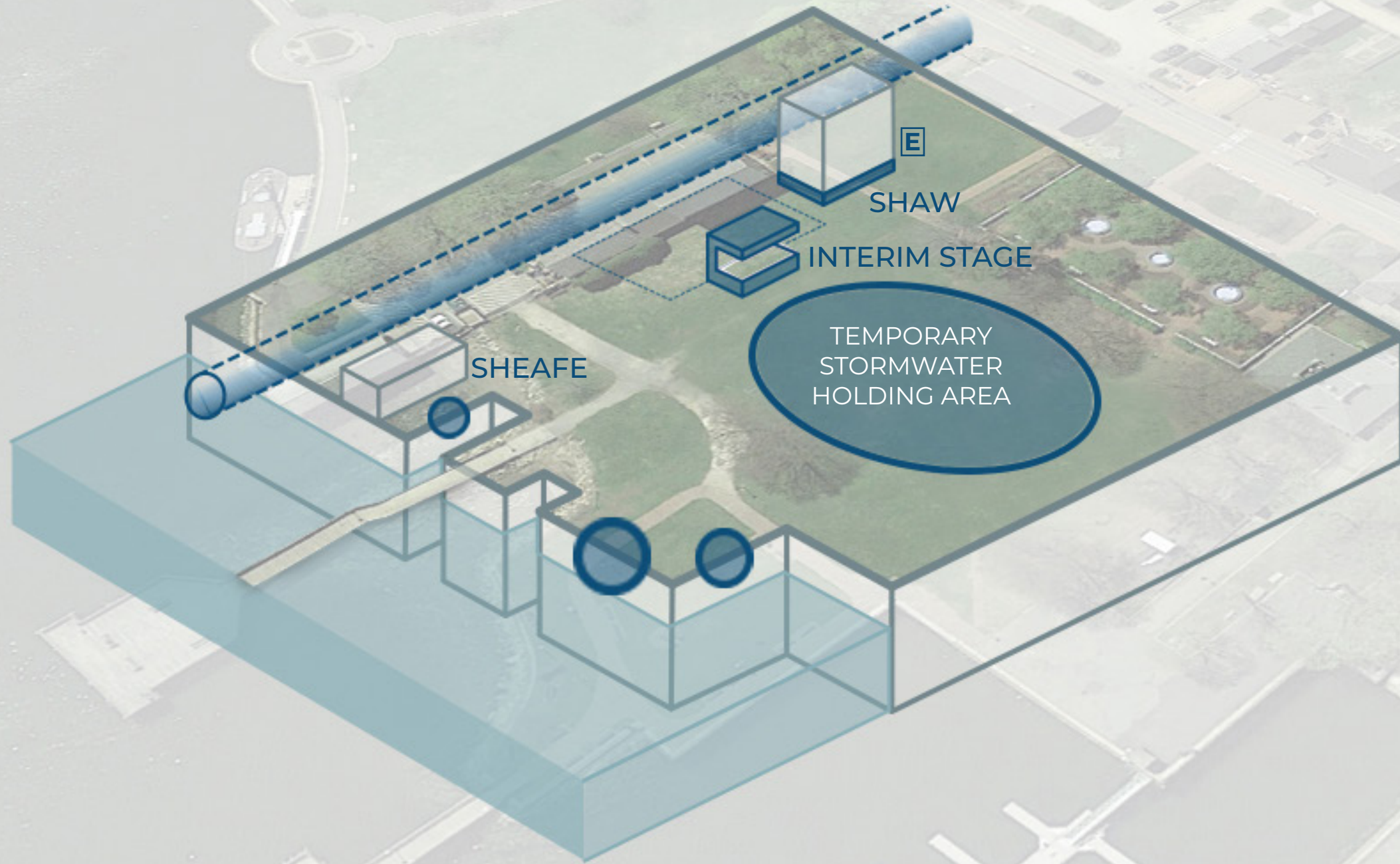
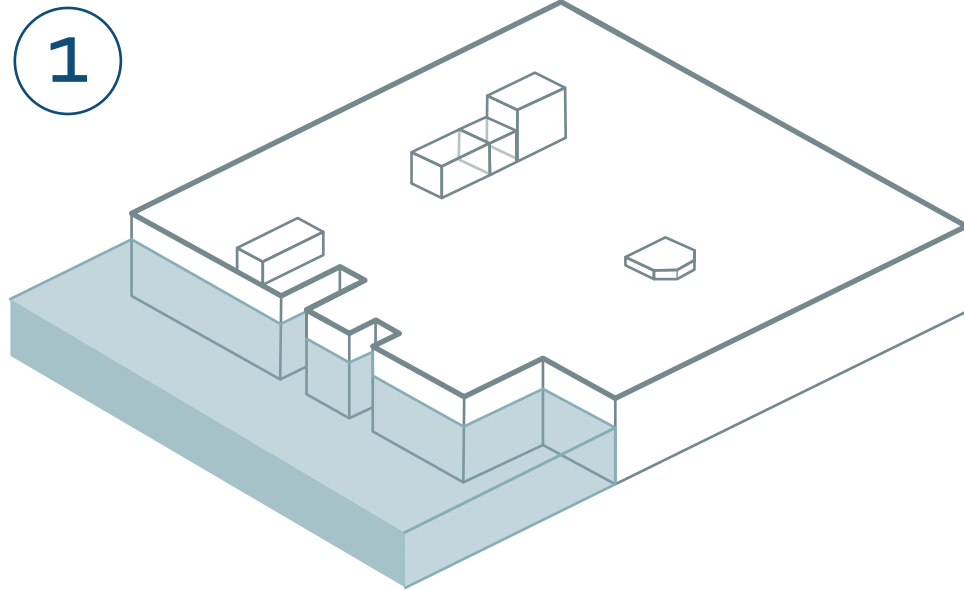
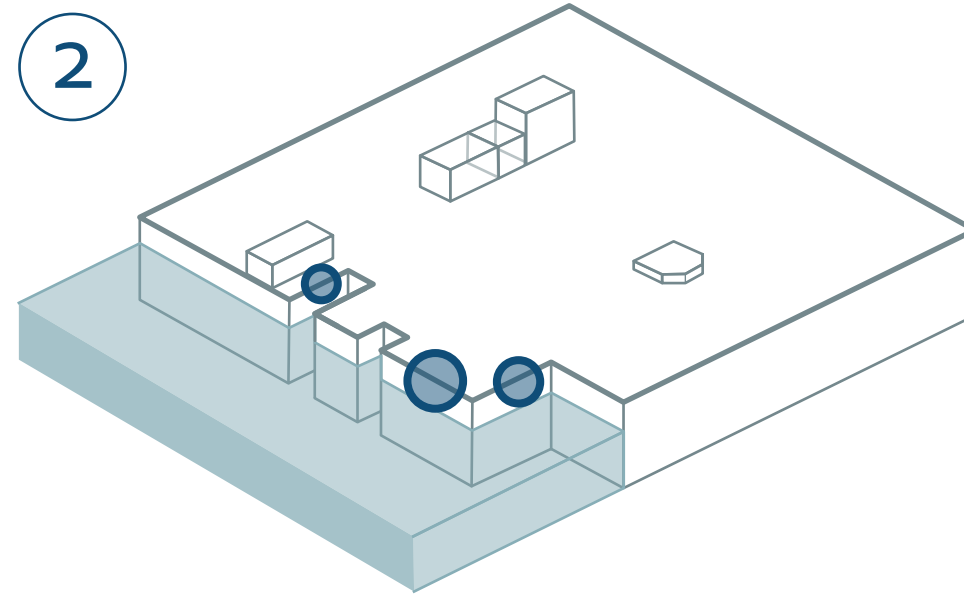


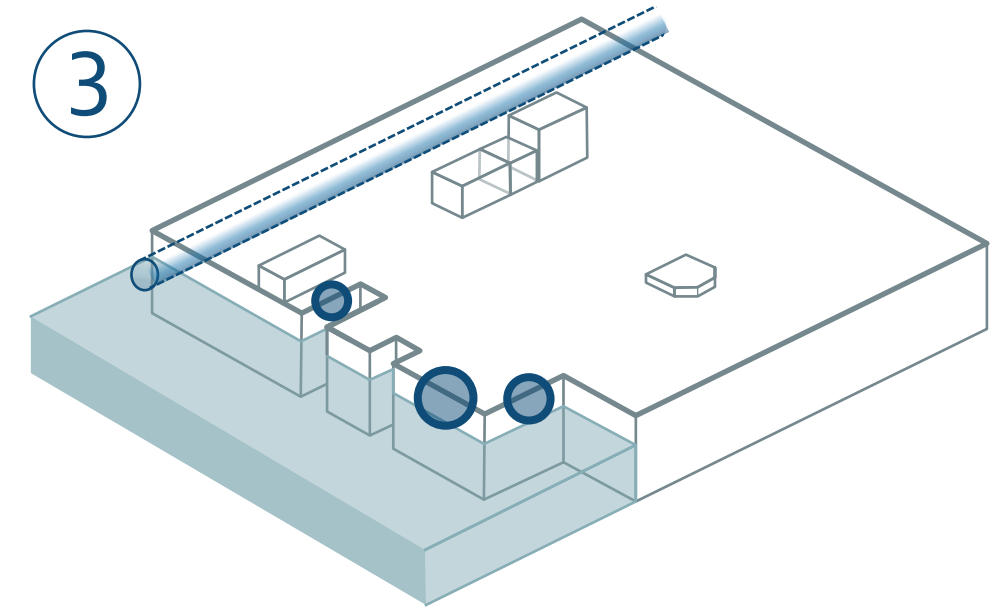
DIAGRAM OF PHASE 1 MOVES



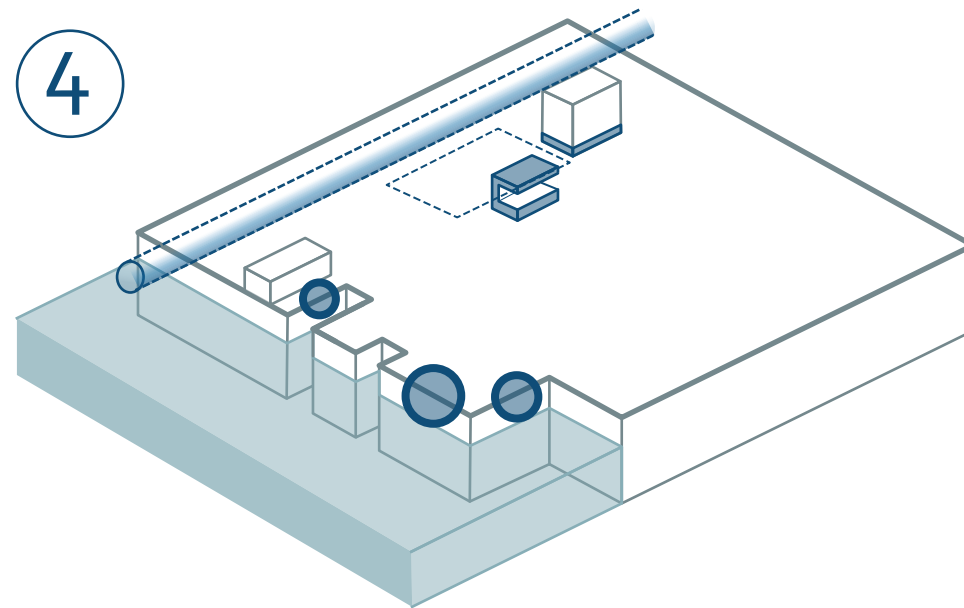
EXISTING CONDITIONS



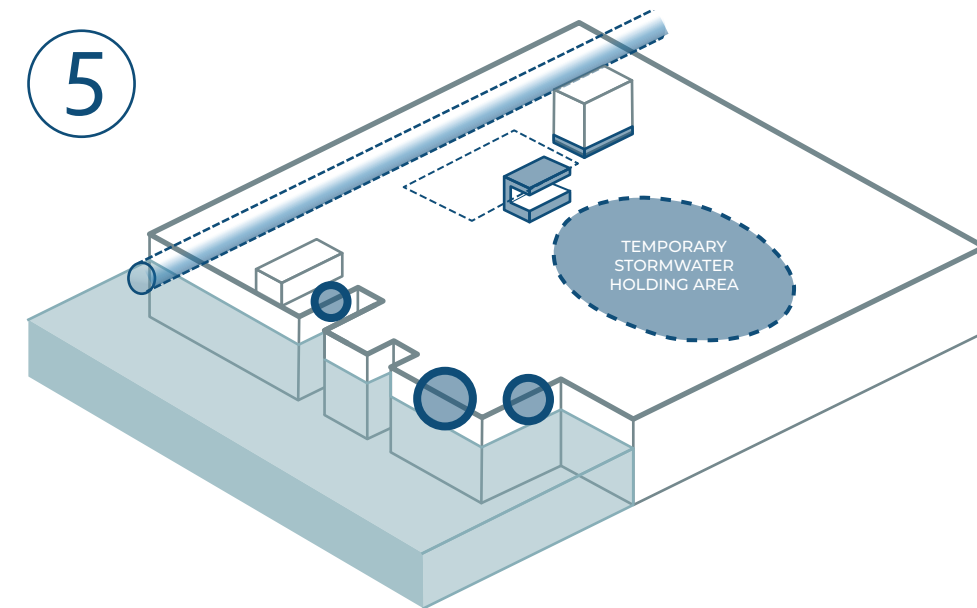
STABILIZE & RAISE SEAWALL,
IMPROVE UTILITIES, AND RELOCATED
MAINTENANCE FACILITY



SUBSURFACE
STORMWATER MANAGEMENT



RAISE & RELOCATE SHAW/
REMOVAL OF GARAGE, LEAN-TO,
AND RELOCATE STAGE



REGRADE FOR
PREFERENTIAL FLOODING

THANK YOU !!
QUESTIONS & COMMENTS?

OPEN DISCUSSION

