CITY OF ROCHESTER

NOTICE of PUBLIC MEETING:

FINANCE COMMITTEE

Meeting Information

Date:	July 11, 2017
Time:	7:00 P.M.
Location:	City Council Chambers
	31 Wakefield Street
	Rochester, New Hampshire
	<i>,</i> I

Agenda

- 1. Call to Order
- 2. Public Input
- **3. Unfinished Business**
- 4. New Business
 - 4.1 Annex Meeting Room Audio & Video (page 2)
 - 4.2 Arena LED Lighting Project (page 3)
 - 4.3 Fire Department Tower Truck Repairs (page 4)
 - 4.4 Electronic Poll Book Trial Program (pages 5 17)
- 5. Reports from Deputy City Manager/ Director of Finance & Administration
 - 5.1 Fiscal Year 2018 Contingency (page 18)
 - 5.2 Unassigned Fund Balance Report/ Update (page 19)
- 6. Monthly Financial Report (pages 20 21)
- 7. Other
- 8. Adjournment

Item # 4.1

Agenda Item Name: Annex Meeting Room Broadcast Equipment

Date Submitted: June 16, 2017

Name of Person Submitting Item: Samantha Rodgerson

E-mail Address: samantha.rodgerson@rochesternh.net

Meeting Date Requested: July 11, 2017

Issue Summary Statement: In order to be able to broadcast from the meeting room of the newly renovated Annex, fiber cabling and broadcast equipment will need to be purchased & installed in that facility. The design and installation cost for this was not included as part of the original Annex construction budget.

Meeting Room Hardware - includes motorized recessed screen and projector, conference table microphones on the head table, 1 wireless microphone, cameras & switcher, converters and IP switches = \$39,607

Fiber Cabling back to Main GovTV Rack at City Hall - \$3,579

<u>Recommended Action:</u> Make a determination as to whether to proceed or not.

Item # 4.2

<u>Agenda Item Name:</u> Arena facility retrofit to LED lighting for main over the ice lighting system through the Eversource of NH Smart Start program.

Date Submitted: July 6, 2017

Name of Person Submitting Item: Chris Bowlen, Recreation & Arena Director

E-mail Address: chris.bowlen@rochesternh.net

Meeting Date Requested: July 11, 2017

Issue Summary Statement: The Arena Department has been working with Eversource of NH to identify ways to retrofit the over ice lighting system to technology that incorporates LED fixtures and installing a lighting control system that allows for manipulation of the lighting system to be reflective of the needs of the events taking place. For example; a high school game would have full lighting power where a public skate or other type of special event would have a lesser amount. In addition to accommodating differing lighting needs, this system would equate to savings in usage since our current system only runs at full capacity.

The Eversource of NH *Smart Start Program* offers a financing option that does not require any out of pocket expenses and will allow the payback of the cost of the project to be done through the monthly savings. Eversource of NH estimates overall annual energy savings of approximately 39,889kWH. Total payback time will depend on overall scope and cost of the project (if more than just over ice lighting can be done) as well as actual savings related to usage. An early estimate is approximately seven years for a payback.

The Eversource of NH representative will be at the Finance Committee meeting on 7/11/17 to go over any specific questions regarding this process and how it can be implemented. Essentially they engage and pay the contractor to do the install, we engage with Eversource of NH to participate in the SMART START financing option.

<u>Recommended Action:</u> Allow the city to enter into an agreement with Eversource of NH in order to achieve the objective of further improving the facility, reduce energy needs and use a unique financing option that has much less of a burden on the operating budget than paying back a long term bond associated with a project like this.

Item # 4.3

Agenda Item Name: Tower Truck Engine Problem & Resolution

Date Submitted: 7/3/17

Name of Person Submitting Item: Mark Dupuis, Interim Fire Chief

<u>E-mail Address:</u> mark.dupuis@rochesternh.net

Meeting Date Requested: July 11, 2017

Issue Summary Statement: The City sent the Tower Truck to the Cummins Dealer to examine our engine and replace the air filter. This was part of our routine annual maintenance. Cummins technicians found the engine is exhibiting signs of wear consistent with "dusting" (or ingesting dirt). This same issue was experienced with this apparatus in 2013 and required the engine to be rebuilt. I contacted E-One, the manufacturer of the truck, and they have agreed to pay for the engine rebuild to repair the damage as well as to pay for the install of a new intake assembly and filter to prevent this from occurring again. All of this will be at no cost to the City.

The City will secure a repair quote from Cummins and will submit this to E-One. Once that is complete, Cummins will perform the work and bill E-One directly.

We will then get written documentation of how the vehicle shall be serviced from that point forward so that we can follow the manufacturer's recommendations exactly as requested.

<u>Recommended Action:</u> Council action is not needed.

Item # 4.4

Agenda Item Name: Poll Books for City and State Elections – *trial only*

Date Submitted: 7/6/2017

Name of Person Submitting Item: Kelly Walters, CMC City Clerk

E-mail Address: kelly.walters@rochesternh.net

Meeting Date Requested: July 13, 2017

Issue Summary Statement: The Secretary of State's office is seeking to find out if any cities in New Hampshire are willing to conduct an electronic poll book trial for the Municipal Elections this fall (*pursuant to the provisions of the electronic poll book legislation RSA 652:27*).

Note: The use of the electronic poll book vendors **must** be approved by the State of New Hampshire to keep with the integrity of the New Hampshire elections.

<u>Recommended Action</u>: Direct the City Clerk to report back to the full City Council at the July Workshop with costs associated with conducting a **trial-only** use of the electronic poll book devices for the Municipal Elections this fall [voter registration and check-in].

Information included:

- RSA 652:27
- LHS Associates Poll Pad Sales Quote for Rochester, NH
- Poll Pad Security
- Success in Numbers Case Study Including MA & Quote from Bedford, NH Town Clerk
- Poll Pad Misc Information

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Seventeen

AN ACT relative to an electronic poll book trial program.

Be it Enacted by the Senate and House of Representatives in General Court convened:

200:1 New Subdivision; Electronic Poll Books. Amend RSA 652 by inserting after section 26 the following new subdivision:

Electronic Poll Books

652:27 Electronic Poll Books.

I. Cities and towns are hereby authorized to conduct a trial of electronic poll book devices for voter registration and check-in for elections. The trial shall be compliant with all statutes directly or indirectly related to voter checklists and maintenance of the statewide centralized voter registration database including the processes related to voter registration, voter check-in and check-out, the processing of absentee ballots, the collection of all fields of data required for registration or check-in, and the delivery of that data to the secretary of state in a format compatible with the statewide centralized voter registration database. The provisions of RSA 654:34, RSA 659:55, RSA 659:13, RSA 659:14, and RSA 659:23, as they relate to manual entries on a paper checklist, are hereby waived in order to accommodate an electronic poll book, provided the same information required of the voter is obtained and recorded by the electronic poll book, and can be retrieved and printed at any time including during an election. In addition, nonpublic data related to individual voter data shall remain confidential, and no voter data shall be released or retained by an electronic poll book vendor, including its agents, or any company or individual that provides software, hardware, or services to the vendor for any purpose. An electronic poll book vendor shall not have access to any voter data except as specifically necessary to setup, maintain, or train for an electronic poll book program authorized under RSA 652:27. Adequate back-up systems shall be in place as determined by the local election officials for local elections and the secretary of state for all other elections. A back-up system shall include a "real time" download of voters who have checked in or registered on the day of the election. The electronic poll book shall have the ability to generate a paper voter checklist completely marked to reflect participation in the election up to the time of any system failure or malfunction. A sufficient number of high speed printers shall be available in the polling place to produce a back-up paper checklist for use in the event of a system failure. A marked checklist shall be printed upon the completion of every election along with any reports required by statute and shall be retained by the clerk.

II. The cities and towns shall assume all costs associated with electronic poll books. No electronic poll book trial program may proceed unless the electronic poll books system and application has been recommended for approval by an evaluator of electronic election systems using requirements established by the secretary of state. Within 30 days of the effective date of this section, the secretary of state shall designate at least one evaluator of electronic election systems to draft test cases, conduct tests, and make recommendations. Recommendations to the secretary of state from an evaluator of electronic election systems shall be conditioned upon safe use procedures. The secretary of state may approve electronic poll book systems based on recommendations from an evaluator of electronic election systems. No city or town may use an electronic poll book system that has not been approved by the secretary of state. The secretary of state, within 30 days of the effective date of this section, shall prepare requirements for conducting a trial of electronic poll book devices that outline specific conditions that must be met for compliance with this section. An electronic poll book trial program must originate with a city or town election before becoming eligible for use at a state election in the same city or town.

III. The city or town clerk shall file with the secretary of state all documentation that is necessary to show that all requirements in this section have been met no later than 30 days before an electronic poll book trial program shall take place. Within 30 days after the initial use of electronic poll books in accordance with this section, the city or town shall submit a report to the secretary of state, who shall review such reports and forward them to the speaker of the house of representatives, the president of the senate, and the chairpersons of the house and senate standing committees with jurisdiction over election law. Each report shall describe the outcome of the program, addressing voter experiences, wait times, voter throughput times, personnel costs, hardware and software costs, and the completeness and accuracy of the data recorded, reported, and submitted for import to the statewide centralized voter registration database.

200:2 Report. The secretary of state shall file a report with the speaker of the house of representatives, the president of the senate, and the chairpersons of the house and senate standing committees with jurisdiction over election law, no later than November 1, 2021, that lays out a plan for the implementation of an electronic poll book system based on successful electronic poll book trials conducted under RSA 652:27.

200:3 Repeal. RSA 652:27, relative to electronic poll books, is repealed.

200:4 Effective Date.

I. Section 3 of this act shall take effect January 1, 2023.

II. The remainder of this act shall take effect 30 days after its passage.

Approved: July 05, 2017 Effective Date: I. Section 3 effective January 1, 2023

II. Remainder effective August 4, 2017



LHS ASSOCIATES, INC. 10 MANOR PARKWAY UNITB SALEM, NH 03079 P: 888-547-8683 F: 603-212-0028

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POLL PAD SALES ORDER

Kelly Walters, City Clerk
City of Rochester
31 Wakefield Street
Rochester, NH 03867 tel:
(603)335-7509

SHIP TO Kelly Walters City Clerk City of Rochester 31 Wakefield Street Rochester, NH 03867 tel:(603)335-7509

06/19/2017

DATE

SALESF	PERSON	SHIPPING METHOD	FIRST ELECTION DATE		LIVERY DATE		
Brenda	L'Italien	LHS	TBD		TBD		
QTY	ITEM #	DESC	RIPTION	UNIT PRICE	LINE TOTAL		
1	PP-001	Poll Pad®: IPad Air Wi-Fi 16 Transport Case, Year 1: Sofi included	gb, i360 Stand, Stylus, tware and Application Warranty	\$ 1,200.00	\$1,200.00		
Upgrades & A	dd Ons			- 			
1	PP-003	Poll Pad® Custom Battery Ba	ase Upgrade	\$ 90.00	\$ 90.00		
1	PP-004	Star Micronics TSP654II Direc Monochrome	t Receipt Thermal Printer-	\$ 300.00	\$ 300.00		
		-		\$-	\$-		
		-		\$-	\$-		
			-	ş -	\$-		
Activation &	License Fees						
	·			TOTAL	\$1,590.00		
Annual Licens	se Charges			•			
1		Year 2: Software and Applicat		\$ 250.00	\$ 250.00		
1		Year 3: Software and Applicat	ion Warranty	\$ 250.00	\$ 250.00		

* Pricing includes Delivery, Acceptance Testing, Two (2) Hours of Clerk/Staff Training and 24/7 Technical Support.

* Pricing Valid for 45 days from date of quotation.

SOFTWARE LICENSE AND SERVICE AGREEMENT									
THIS COMPUTER SOFTWARE AND	DATABSE SER	VICE AGREE	MENT IS DATED:						
-BE	TWEEN-								
KN	IOWINK								
Phone: 3	814-282-5465								
Email: pollpa	ad@knowink.c	om							
Website: wv	ww.knowink.c	om							
"The	Licensor"								
-	AND-								
LHS ASSO	DCIATES, INC.								
Email: ma@l	hsassociates.c	om							
Website: www	lhsassociates	.com							
	••••••								
THIS COMPUTER SOFTWARE AND DATABSE SERVICE AGREEMENT IS DATED: -BETWEEN- KNOWINK Phone: 314-282-5465 Email: pollpad@knowink.com Website: www.knowink.com "The Licensor" -AND- LHS ASSOCIATES, INC. Phone: 978-683-0777 Email: ma@lhsassociates.com Website: www.lhsassociates.com "The Service Provider" -AND- "THE CUSTOMER" City of Rochester 31 Wakefield Street Rochester, NH 03867 tel:(603)335-7509 Number of Poll Pads Purchased: Purchase Price Including Additional Products: Annual Warranty Fee: \$ 250.00 Start Date of Agreement: 8/3/17 End Date of Agreement: 8/2/20									
Purchase Price Including Additional Products:	Ş	1,590.00							
Annual Warranty Fee:									
Start Date of Agreement:		8/3/17							
End Date of Agreement:		8/2/20							

06/19/2017

THIS IS A COMPUTER SOFTWARE LICENSE AND SERVICE AGREEEMNT. This Agreement shall be on the terms and conditions set forth herein which shall constitute the entire agreement of the parties.

1. ENGAGEMENT

Total

a) The Customer agrees to pay the Service Provider, as set forth above, a one-time installation and set up fee for the services provided to the Customer in setting up the Poll Pads and for initial training and site support.b) The Customer agrees to pay the Total Purchase Price and Annual Warranty Fee per Poll Pad delivered with the KNOW INK Poll Pad Software as set forth above.

c) The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of annual support, maintenance and software updates as the Customer & Service Provider may agree upon (the "Services"), and the Service Provider hereby agrees to provide said Services to the Customer.d) The Customer agrees to comply with the terms and conditions of this Agreement and agrees not to use the Software in any way beyond the scope of this Agreement.

2. TERM OF AGREEMENT

a) The term of this Agreement will begin on the date of this Agreement and will continue in full force for the term period as specified above under "THE CUSTOMER" section of this Agreement and is subject to earlier termination as otherwise provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

b) The Customer agrees to only use the software during the term of this Agreement and any renewals thereof. c) The Customer agrees to return the original and all existing copies of the Software within five (5) days after the termination of this Agreement.

3. PERFORMANCE

a) The Service Provider agrees to provide annual support and maintenance to Customer's electronic Poll Pads

and provide software updates and new releases, as necessary.

b) Service Provider agrees to physically or remotely answer a service call request within eight (8) hours of being called for service.

c) The compensation for computer servicing and maintenance is limited to labor charges only. If parts or upgrades are needed to complete the annual support and maintenance at any given time the Customer shall have the right to purchase the part[s] or upgrade[s] needed from another source as recommended by Service Provider. The Limit of Liability and warranty of said part[s] or upgrade[s] would be the responsibility of Customer if purchased from an outside source and in no way should be put upon the Service Provider.
d) Within one year of the start date, the Service Provider will assist the Customer in obtaining the Apple Enterprise Development License or will provide a mechanism to install any new version(s) of the application.
e) In the event the Service Provider is unable to provide the services set forth herein, the Service Provider will assist the Customer in supporting the Poll Pad software without the on-going assistance of the Service Provider.

4. COMPENSATION

a) For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider compensation as stated under "THE CUSTOMER" section of this Agreement for the contract duration as specified.

b) Customer shall pay compensation of the service contract as agreed upon herein to the Service Provider and as set forth in 'THE CUSTOMER" section.

5. ADDITIONAL COMPENSATION AND TAXES

a) The Customer will provide additional compensation for all computer hardware parts replaced or software modifications that are requested by the Customer. Customer will be invoiced for payment at the conclusion of the service call when performed.

b) The Customer agrees to pay, upon demand, any and all sales, use, or other similar tax which may be assessed on the Service Provider by any governmental agency on any aspect of the transaction contemplated herein.

6. ASSIGNMENT

a) The Service Provider may assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement to the Licensor without the prior written consent of the Customer.

7. CAPACITY/INDEPENDENT CONTRACTOR

a) It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture.

8. MODIFICATION OF AGREEMENT

a) Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

9. TIME OF ESSENCE/BREACH

a) The making of payments at the times they respectively become due shall be considered as the essence of the Agreement, and in case of failure so to do, or in case the Customer shall fail to make any other payment due to the Service Provider, the Service Provider shall have the right to cancel the Agreement, and to declare due the entire amount unpaid.

b) If after any default in this Agreement the Service Provider shall place any matter arising out of or concerning this agreement with an attorney, either to collect damages or in response to legal action brought by the Customer, the Customer shall pay all of the Service Provider's reasonable legal fees, including court costs.

10. ENTIRE AGREEMENT

Poll Pad Security

As the leader in mobile technology security, the Apple iPad has been certified to FIPS 140-2 by NIST for the cryptographic algorithms that protect data stored on the unit. In addition, the iOS operating supports VPN technology, Remote Erase/Wipe, and Automatic Lock/password requirements. For security purposes, iPads do not have a USB drive or allow users to connect any external hardware. iPads are configured in such a manner (guided access mode) that will not allow a poll worker the ability to even exit the application without a password. In addition, the Poll Pad system only transfers data over 256 bit encrypted SSL connections to and from the remote server. Within the cloud infrastructure, the database uses 256 bit AES at rest encryption to store all information and is located on a server that is not publicly accessible and does not have a connection to the internet. For more information about the security of the iOS operating system, please see https://www.apple.com/business/docs/ iOS_Security_Guide.pdf

KNOWiNK utilizes Amazon GovCloud which meets stringent IT certifications. For more information, visit this website for certification standards: http://aws.amazon.com/govcloud-us/security/

User access is limited to the front end user interface. All backend systems are not on a public accessible network and not accessible by users at any time. Users are authenticated using a unique username and password which grants them access to the functions of the backend system determined by the user's role. All actions are logged for future auditing purposes. Users can all be set with different roles to determine what specific levels of authorization.

During user creation, all users are listed with corresponding roles. Administrators may update or change user privileges at any time.

Passwords are created by an administrator and can then be changed by the user upon first login. All user passwords must be at least six characters with at least one letter and one number. When users are logging in, if a user attempts to enter a password incorrectly three times, his or her account will be locked with a CAPTCHA challenge until the correct password is entered.

All data stored on Poll Pad is encrypted using the iOS operating system that has been validated to FIPS 140-2 by NIST.

All data transferred to and from Poll Pad is encrypted using 256 Bit SSL encryption.

User access, password changes, and all other actions are logged for each specific user and are available to administrators at any time.

All user actions are logged and available for audit if suspicious behavior is detected. In addition, users are required to respond to CAPTCHA challenges if any password cracking is detected while logging into a user's account.

All iPads are enrolled in a mobile device management server (provided by KNOWiNK) and can be remotely erased at any time. Locating the devices is also available with free 3rd party applications.

The system is designed from the ground up with security in mind. All Poll Pads use the iOS operating system which can be secured with a password to prevent any breach in sensitive voter information. All data is also encrypted in transit and at rest.

KNOWiNK utilizes Mobile Device Management (MDM) to deploy all Poll Pads. By using the MDM, iOS devices can be programmed to lock down access on the device. Users can be denied access to install or uninstall applications or download any malicious software that could compromise the device. In addition, when enrolled, if lost or stolen, MDM has the capability to track, locate, and remotely wipe a device.

At the State's request, iPads can be purchased via the Device Enrollment Program (DEP) through Apple. DEP forces a device to be enrolled in an approved MDM server should the device is lost of stolen. This is additional and optional security feature.

Utilizing DOD and Military-Approved Technology

The Pentagon and Department of Defense have approved iOS for use in military and classified operations. The Department of Justice and NSA consider the encryption utilized within iOS to be virtually "impenetrable."1 Along with Samsung and Blackberry, iOS is the only mobile operating system approved for use by the DoD, making the Poll Pad the only tablet based Electronic Poll book used on military-approved technology.

Locking Down the iOS Device

Apple iOS devices can be programmed to lock the device down. Users can be denied access to install or uninstall applications or download any malicious software that could compromise the device. In fact, while using Kiosk Mode, the device can be locked to a single application. With Kiosk Mode enabled, it would be impossible for a user to exit the application, even after restarting the device, without entering a pass code. All Poll Pads are shipped with tight device restrictions and Kiosk Mode enabled, so you can be assured your Poll Pad will not be vulnerable to outside applications that could compromise the device.

Application Sandbox

Apple has built iOS on a solid foundation that is security minded from the ground up. All applications are held in a "sandbox," a separate environment for each application. Each application has a separate file system that cannot be accessed from any other application. Apple has designed iOS so one application cannot infect or collect information from another.

Virus Invincibility

In a recent study conducted by McAfee, an electronic security company, 97% of mobile viruses were created for the Android operating system. In fact, a large anti-virus company recently asked Apple to open their operating system to allow anti-virus software to be created for iOS. Apple declined because there is actually no need for anti-virus software due to the locked down nature of the operating system.

Security Features of Poll Pad Bluetooth Sync - Bluetooth 4.0 Security Standards All iOS devices support Bluetooth 4.0, the latest standard in Bluetooth communication. Bluetooth 4.0 is the most secure Bluetooth standard available employing multiple security features to safeguard voter data.

Please refer to NIST documentation "Guide to Bluetooth Security" (Special Publication 800-121 Revision 1) for more information on Bluetooth 4.0 Security. Poll Pad follows the recommended security implantations in Section 4.4 of the guide.

Network Security

Within the cloud network of Central Command, the data base server is stored on a non public accessible server behind a firewall. In addition, KNOWiNK utilizes the VPC (Virtual Public Cloud) security features offered by Amazon GovCloud to isolate network traffic in Central Command from public access. All externally accessible servers are limited to ports 80 and 443 for http and https connections. All users are immediately redirected to a https connection for the duration of their session when using Central Command.

KNOWiNK will work with the county to create a secure wifi network that will be used exclusively for Poll Pad. This network only needs external internet access and can be completely separate from any internal network utilized.

Poll Pad and Central Command only need ports 80 and 443 open for network Access.

Fortunately, the Apple iPad was designed from the ground up to be easy to use for everyone, from children with autism to seniors who may have a difficult time reading text on the screen. In fact, in a 2012 study by eMarketer, iPad growth in the 65+ age group is expected to be one of the fastest growing age groups of iPad users. Seniors are turning to iPads because they are easy to use, whether they have technical skills or not.

Guided Access Mode

Guided Access Mode, designed into the iOS operating system, helps people with autism or other special needs stay focused on the task (or application) at hand. Guided Access, limits an iOS device to stay on one application by disabling the Home and Power button. With Guided Access mode enabled (the basis behind Kiosk Mode), your poll workers will never be able to leave the application or even turn off the device. Never worry about a Poll Worker mistakenly exiting the application or changing any settings.

These are just some of the features built into the iPad to make it accessible for everyone. To learn more about iPad accessibility, go online to: <u>http://www.apple.com/accessibility/ios/</u>

Access control methods, password protection and login access levels such as kiosk or Election mode.

All iOS applications are sandboxed, preventing any application or user from accessing that application's data. In addition, by using guided access mode, the election authority can prevent any system settings changes without the use of a passcode.

Security measures are available to protect the operating system, application programs and data on all System equipment from unauthorized change.

iOS has been certified by NIST to FIPS 140-2 and encrypts all data and data transmission on the device. All data is encrypted both at rest and in transit, preventing any outside entity from deciphering or spoofing fraudulent data.

Encryption and other security measures in place to protect data if the proposed system involves Internet or Cloud based transmission of data to and from EPB components.

iOS, being a feature limited operating system, only allows code that has been code signed by Apple to run on the system. Meaning no unauthorized applications or "viruses" could be loaded onto the system that could cause suspicious behavior.

Poll Pad will detect and prevent any suspicious software behavior any part of the System

All devices are enrolled into an MDM (Mobile Device Management) server. The MDM has the capability to remotely locate, lock, or wipe a stolen or lost device.

Tracked, recovered, or disabled if stolen or removed from the polling location.

iOS only allows authorized hardware to connect to an iPad that has been digitally signed by Apple. Our iSync drive has been certified by apple only to contain and transfer approved files. No off the shelf or unauthorized USB devices can connect to an iPad or our application. a) This Agreement is the complete and exclusive statement of the mutual understandings of the parties. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement other then was is expressly stated herein.

11. SEVERABILITY

a) In the event any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way.

12. TERMINATION OF THIS AGREEMENT

a) The Service Provider may terminate this Agreement at any time giving the Customer 90-days written notice. The Service Provider also retains the right to terminate this License, at any time, should the Customer violate any of the provisions set forth herein regarding the software's use.

13. GOVERNING LAW

a) It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Missouri. The Agreement is not binding until accepted by the Service Provider in writing by an officer at its office in St. Louis, Missouri.

IN WITNESS WHEREOF, the parties have duly executed this Service Agreement:	06/19/2017
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CUSTOMER AUTHORIZED SIGNATURE:

DATE:

PRINT NAME & TITLE OF AUTHORIZED SIGNER:

ACCEPTED BY KNOWINK

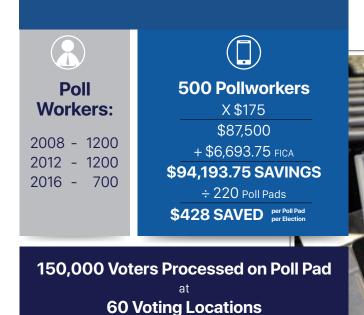
AUTHORIZED SIGNATURE:

DATE:

PRINT NAME & TITLE OF AUTHORIZED SIGNER:

SUCCESS in Numbers

Jefferson County, MO | CASE STUDY





LARGEST POLL

- 5,398 Voters St. Joe's Catholic School
- 14 Pollworkers in 2016 vs. 30 in 2012
- 6 Poll Pads Deployed
- 3,700 Ballots Cast Nov 2016
- 400 Voters Checked in Between 6AM 8AM
- 20 Seconds Average Check-in

MISCELLANEOUS

- 2012 400 Paper Rosters
- 2012 60 Overtime Hours to Produce Roster
- 2012 3 Weeks to Post Voting History
- 2016 All Completed in 30 Minutes



#1 Electronic

in Massachusetts

184 XXX Units Deployed

Customers

53

Poll Book

"All political subdivisions will be saving money on this. Judges will love them, and voters will really love them because they can go to any line they want to."

-Rich Chrismer, Elections Director, St. Charles, MO

20.000+

The first system to be piloted in **New Hampshire**

"We are happy to be on the cutting edge of this technology. It will increase accuracy while processing voters more quickly. Bedford is paving the way for the future."

- Lori Radke, Town Clerk, Bedford, NH

Rhode Island Pilot Program 2016

- North Kingston

Providence

North Smithfield

- Bristol
- Burrillville
- Cranston
- Cumberland
- East Providence
 - Middletown
- Pawtucket

LHS Associates, Inc. 10 Manor Parkway, Unit B Salem, NH 03079 (888)547-8683 www.lhsassociates.com







- Portsmouth "Based on the lessons learned in 2016 pilot we plan on expanding the

North

Providence

Units

Deployed

knowna

- Richmond
- Warwick
- Westerly
 - West Greenwich
- West Warwick



Poll Pad e-poll book

- · Processes voters on ONE system in seconds
- No external signature pads or scanners
- Most advanced & secure operating system (FIPS 140-2 certification)
- Syncs & backs up data in real time
- Quickly uploads into the VR database
- Ease of use, intuitive & friendly design

Simple Easy Affordable

- Sets up Easily & Seamlessly
- All in One Solution
- Any Line Any Time
- · Created by an Election Director

All in One Solution

Supported by:

The iPad-based electronic Poll Pad is the next generation of electronic polling books for voters & election officials.

Powered by:

(nowink

Early Voting: Process voters throughout early voting period on Poll Pad and run reports for upload into your VR database. Speed up check in for registered voters by scanning Drivers Licenses or Voter ID cards on Poll Pad.

Town Meetings: Speed up check-in without the need for bulky voting lists. Eliminate the need for alphabetical lines. Receive Quorum results instantly without counting names.

Same Day Registrations: Eliminate paper forms by processing new registrants on the Poll Pad. Print compact receipts for wet signature & storage. Data is formatted for upload into your VR database.

Reduce your election day Consolidate & Save: costs by consolidating precincts into fewer polling places. Save election costs & time with accurate data uploads to your VR database & lower employee overtime.



17

Item # 5.1

Agenda Item Name: General Fund Contingency-Analysis

Date Submitted: 7-6-17

Name of Person Submitting Item: Mark Sullivan

<u>E-mail Address:</u> mark.sullivan@rochesternh.net

Meeting Date Requested: Finance Committee 7-11-17

<u>Issue Summary Statement</u>: The City Council appropriated for FY2018 in the General Fund Contingency (account 11080050-584000) a total amount of \$140k. With the recent adoption of a Collective Bargaining Agreement with the firefighters' union, \$125k has been transferred out of this budget line leaving \$15k.

Historical usage of this budget line from FY2014 to FY2017, excluding collective bargaining settlements, is approximately \$75,000 per year.

<u>Recommended Action:</u> Finance Office shall closely monitor all FY2018 contingency needs. Unanticipated needs above the \$15,000 balance will be brought back to Finance Committee for review later in fiscal year.

FY18 Budget	FY18	FY17 Activity	FY17	FY16 Activity	
General	\$130,000	General	126,309	General	132,000
CBA Settlement	\$125,000	CBA Settlements	260,000	CBA Settlements	-
Total Proposed	\$255,000	Total Adopted	386,309	Total Adopted	132,000
Council Reduction	(\$115,000)				
Adopted	\$140,000	CBA Settlements	(174,103)	CBA Settlements	-
Reclass Out for CBA	(\$125,000)	Snow Removal Supplies	(51,000)	MIS Assessments	(28,000)
FY18 Adopted Balance	\$15,000	Fire Chief Recruitment	(8,500)	Cruiser Cameras	(20,000)
		Wireless-City Hall Annex	(6,414)	All Other	(19,500)
		All Other	(37,382)		
		FY17 Balance	108,910	FY16 Balance	64,500
		FY15 Activity		FY14 Activity	
		General	54,464	General	100,000
		CBA Settlements	175,000	CBA Settlements	-
		Total Adopted	229,464	Total Adopted	100,000
		CBA Settlements	(164,020)	CBA Settlements	-
		Snow Removal Supplies	(21,475)	Snow Removal Supplies	(50,000)
		BZLS Heat Repair	(10,000)	All Other	(14,617)
		Pub Blds Hot Water Repai	(9,945)		
		All Other	(23,058)		
		FY15 Balance	966	FY14 Balance	35,383

Item # 5.2

Agenda Item Name: Unassigned Fund Balance Report/ Update

Date Submitted: July 6, 2017

Name of Person Submitting Item: Roland Connors, Deputy Finance Director

<u>E-mail Address:</u> roland.connors@rochesternh.net

Meeting Date Requested: July 11, 2017

Issue Summary Statement:

The chart below shows the *estimated* General Fund unassigned fund balance at the close of FY2017 is \$13.8M.

FY17 Use of General Fund Unassigned Fund Balance									
Description	Date	City	School	Subtotal	Balance				
Beginning Balance					(16,346,532.00)				
FY17 Adopted Budget	06/21/2016	1,568,422.00	373,727.00	1,942,149.00	(14,404,383.00)				
Acquisition - 0 Rochester Hill Rd	10/04/2016	102,066.36	-	102,066.36	(14,302,316.64)				
Acquisition - 295 Rochester Hill Rd	10/04/2016	250,000.00	-	250,000.00	(14,052,316.64)				
Acquisition - 294 Rochester Hill Rd	01/06/2017	450,000.00	-	450,000.00	(13,602,316.64)				
Rte 125 Pedestrian Bridge	02/14/2017	50,000.00	-	50,000.00	(13,552,316.64)				
LED Street Lights	03/07/2017	350,000.00	-	350,000.00	(13,202,316.64)				
Gauthier Farm Easement	03/07/2017	128,650.00	-	128,650.00	(13,073,666.64)				
School Building Capital Reserve Fund	04/07/2017	-	796,326.00	796,326.00	(12,277,340.64)				
Use of Fund Balance		2,899,138.36	1,170,053.00	4,069,191.36					
FY17 Estimated Favorable Variances		(1,542,000.00)	-	(1,542,000.00)	(13,819,340.64)				
FYE17 Estimated Use of Fund Balance		1,357,138.36	1,170,053.00	2,527,191.36					
Ending Balance (Estimated)					(13,819,340.64)				

<u>Recommended Action:</u> None.

Item # 6

Agenda Item Name: Monthly Financial Statements Summary – as of June 30, 2017.

For the full detail report, click here: June 2017 Financial Detail Report

Revenues Summary – General Fund, Enterprise Funds

ACCOUNT DESCRIPTION	REVISED ESTIM REV	AC	TUAL YTD REVENUE	REN	AINING REVENUE	% COLL
11011 ECONOMIC DEVELOPMENT REV	\$-	\$	31.65	\$	(31.65)	100.0
11021 MIS REVENUE	\$-	\$	55.00	\$	(55.00)	100.0
11031 CITY CLERK REVENUE	\$ 105,320.00	\$	117,609.20	\$	(12,289.20)	111.7
11051 ASSESSORS REVENUES	\$-	\$	389.50	\$	(389.50)	100.0
11061 BUSINESS OFFICE REVENUE	\$ 55,000.00	\$	113,660.83	\$	(58,660.83)	206.7
11062 BUSINESS OFFICE REVENUE	\$ 1,000.00	\$	250.00	\$	750.00	25.0
11071 TAX COLLECTOR REVENUE	\$ 29,423,552.00	\$	61,874,219.22	\$	(32,450,667.22)	210.3
11072 TAX COLLECTOR REVENUE	\$ 1,840.00	\$	-	\$	1,840.00	0.0
11081 GENERAL OVERHEAD REVENUE	\$ 4,881,307.36	\$	1,943,194.66	\$	2,938,112.70	39.8
11082 GENERAL OVERHEAD REVENUE	\$ 1,544,821.00	\$	1,544,821.12	\$	(0.12)	100.0
11091 PUBLIC BLDGS REVENUE	\$-	\$	7,832.17	\$	(7,832.17)	100.0
11101 PLANNING	\$ 15,250.00	\$	53,385.89	\$	(38,135.89)	350.1
11201 REV LEGAL OFFICE	\$ 50,000.00	\$	52,435.34	\$	(2,435.34)	104.9
12011 POLICE CITY REVENUE	\$ 318,895.00	\$	247,075.58	\$	71,819.42	77.5
12021 FIRE CITY REVENUE	\$ 17,325.00	\$	26,946.91	\$	(9,621.91)	155.5
12022 FIRE STATE REVENUE	\$ 13,500.00	\$	6,227.82	\$	7,272.18	46.1
12023 FIRE FEDERAL REVENUE	\$ 6,000.00	\$	-	\$	6,000.00	0.0
12031 DISPATCH CENTER	\$ 62,044.00	\$	58,785.43	\$	3,258.57	94.7
12041 CODE ENFORCEMENT REVENUE	\$ 362,975.00	\$	622,878.54	\$	(259,903.54)	171.6
13011 PUBLIC WORKS REVENUE	\$ 35,200.00	\$	56,065.79	\$	(20,865.79)	159.3
13012 STATE HIGHWAY SUBSIDY	\$ 609,283.00	\$	609,272.58	\$	10.42	100.0
14011 WELFARE REVENUE	\$ 7,500.00	\$	2,983.76	\$	4,516.24	39.8
14021 RECREATION REVENUE	\$ 130,000.00	\$	126,011.41	\$	3,988.59	96.9
14031 LIBRARY REVENUE	\$ 12,915.00	\$	13,176.84	\$	(261.84)	102.0
1000 GENERAL FUND	\$ 37,653,727.36	\$	67,477,309.24	\$	(29,823,581.88)	179.2
ACCOUNT DESCRIPTION	REVISED ESTIM REV	AC	TUAL YTD REVENUE	REMAINING REVENUE		<u>% COLL</u>
5001 WATER ENTERPRISE FUND	\$ 5,896,666.71	\$	3,326,181.57	\$	2,570,485.14	56.4
5002 SEWER ENTERPRISE FUND	\$ 6,877,157.00	\$	3,996,820.71	\$	2,880,336.29	58.1
5003 ARENA ENTERPRISE FUND	\$ 581,453.00	\$	393,627.76	\$	187,825.24	67.7

Note: Water and Sewer Fund Revenues Collected appear to fall short by one quarter each fiscal year until final quarterly billings are posted in September of the following fiscal year.

<u> Expenditures – General Fund, Enterprise Funds</u>

ACCOUNT DESCRIPTION		/ISED BUDGET	vт	D EXPENDED	ENI		AV	AILABLE BUDGET	% USED
11000051 CITY MANAGER	Ś	399,890.00	\$	391,981.23	\$	3,070.87	\$	4,837.90	98.80
11012351 ECONOMIC DEVELOPMENT	\$	475,213.00	\$	436,609.58	Ś	28,549.23	Ś	10,054.19	97.90
11020050 MUNICIPAL INFORMATION	\$	446,093.00	Ś	407,220.56	Ś	25,873.35	\$	12,999.09	97.10
11020050 MONICIPAL INFORMATION 11030051 CITY CLERK	\$	292,862.00	Ś	275,473.41	\$	10,926.65	\$	6,461.94	97.80
11040050 ELECTIONS	\$	46,251.00	\$	40,738.75	\$	256.60	\$	5,255.65	88.60
11050070 ASSESSORS	\$	414,322.00	Ś	355,118.35	\$	4,610.32	\$	54,593.33	86.80
11050070 ASSESSORS 11060051 BUSINESS OFFICE	\$	517,112.00	ې \$	515,616.10	\$	3,660.57	\$	(2,164.67)	100.40
11063151 HUMAN RESOURCES	\$	142,611.00	\$	146,520.59	\$	3,512.00	\$	(7,421.59)	105.20
11070070 TAX COLLECTOR	\$	342,182.00	ې \$	334,519.13	\$	296.02	\$	7,366.85	97.80
11070070 TAX COLLECTOR 11080050 GENERAL OVERHEAD	\$	634,269.00	ې \$	417,234.69	\$	44,140.34	\$		72.70
11090050 PB CITY WIDE 50	\$	594,818.30	\$ \$,	\$	7,027.58	\$ \$	172,893.97	104.40
11090051 PB CITY HALL 51	\$	60,847.70	\$ \$	613,873.40	\$		\$ \$	(26,082.68)	104.40
11090052 PB OPERA HOUSE 52	\$	40,378.00	ې Ś	61,200.91 45,701.64	\$	3,260.99	\$ \$	(3,614.20) (5,323.64)	113.20
	\$ \$,	\$ \$,	\$ \$	975.30	\$ \$		
11090054 PB CENTRAL FIRE 54 11090055 PB GONIC FIRE 55	-	16,411.00	\$ \$	15,357.97	-		-	243.45	99.50
	\$	19,839.00		18,385.03	\$	1,210.52	\$ ¢		98.80
11090056 PB LIBRARY 56	\$	20,202.00	\$	18,569.08	\$	106.00	\$ ¢	1,526.92	92.40
11090057 PB DPW GARAGE 57 11090059 PB ER FIRE STATION 59	\$ \$	10,538.00	\$ \$	9,504.70	\$ \$	518.20	\$ ¢	515.10	95.10
		750.00		272.66		-	\$	477.34	36.40
11090061 PB HISTORICAL MUSEUM	\$	1,600.00	\$	1,164.10	\$	435.90	\$	-	100.00
11090063 PB HANSON POOL 63	\$	5,005.00	\$	4,448.55	\$	56.45	\$	500.00	90.00
11090064 PB GONIC POOL 64	\$	2,880.00	\$	2,472.94	\$	57.06	\$	350.00	87.80
11090065 PB EAST ROCHESTER POO	\$	2,650.00	\$	2,029.69	\$	260.44	\$	359.87	86.40
11090068 PB GROUNDS 68	\$	13,860.00	\$	9,936.43	\$	3,135.60	\$	787.97	94.30
11090069 PB DOWNTOWN 69	\$	19,100.00	\$	11,795.10	\$	5,453.14	\$	1,851.76	90.30
11090070 PB REVENUE BUILDING 7	\$	28,687.00	\$	24,776.01	\$	-	\$	3,910.99	86.40
11090071 PB PLAYGROUNDS 71	\$	1,590.00	\$	1,558.71	\$	31.29	\$	-	100.00
11090075 PB NEW POLICE STATION	\$	35,796.00	\$	33,237.77	\$	1,648.11	\$	910.12	97.50
11090077 PB OLD POLICE STATION	\$	9,925.00	\$	1,500.00	\$	206.70	\$	8,218.30	17.20
11102051 PLANNING	\$	361,660.00	\$	359,615.22	\$	2,101.07	\$	(56.29)	100.00
11200051 LEGAL OFFICE	\$	537,384.00	\$	490,527.89	\$	2,319.48	\$	44,536.63	91.70
12010053 PD ADMINISTRATIVE SER	\$	1,891,685.00	\$	1,795,335.94	\$	24,124.48	\$	72,224.58	96.20
12012453 PD PATROL SERVICES	\$	4,694,252.00	\$	4,354,632.83	\$	-	\$	339,619.17	92.80
12012553 PD SUPPORT SERVICES	\$	399,100.00	\$	405,394.79	\$	-	\$	(6,294.79)	101.60
12020054 FIRE DEPARTMENT	\$	4,227,427.00	\$	4,157,882.24	\$	16,103.53	\$	53,441.23	98.70
12020055 FIRE DEPT 55 GONIC SU	\$	28,556.00	\$	19,936.67	\$	-	\$	8,619.33	69.80
12020754 CALL FIRE	\$	30,964.00		9,313.50		-	\$ \$	21,650.50	30.10
12030153 DISPATCH CENTER	\$	746,093.00	\$	704,283.70	\$	4,659.96		37,149.34	95.00
12040051 CODE ENFORCEMENT	\$	570,067.00	\$	547,374.10	\$	2,426.79	\$	20,266.11	96.40
12050050 AMBULANCE	\$	56,468.00	\$	42,351.00	\$	14,117.00	\$	-	100.00
13010057 PUBLIC WORKS	\$	2,085,186.00	\$	1,988,330.60	\$	87,650.79	\$	9,204.61	99.60
13010957 WINTER MAINTENANCE	\$	510,953.00	\$	545,191.21	\$	1,628.00	\$	(35,866.21)	107.00
13020050 CITY LIGHTS	\$	271,500.00	\$	255,035.02	\$	7,163.00	\$	9,301.98	96.60
14010051 WELFARE	\$	458,850.00	\$	380,561.62	\$	12,856.42	\$	65,431.96	85.70
14022072 RECREATION ADMINISTRA	\$	562,865.53	\$	556,177.84	\$	1,430.62	\$	5,257.07	99.10
14022150 RECREATION PLAYGROUND	\$	81,860.47	\$	82,020.14	\$	1,141.50	\$	(1,301.17)	101.60
14022250 RECREATION POOLS	\$	78,782.00	\$	73,824.10	\$	3,118.41	\$ ¢	1,839.49	97.70
14030056 LIBRARY	\$	1,121,163.00	\$	1,123,375.39	\$	5,737.76	\$	(7,950.15)	100.70
15000051 COUNTY TAX	\$	6,133,368.00	\$	6,133,368.00	\$	-	\$	-	100.00
17010051 TRANSFERS/PAYMENTS DE	\$	3,431,440.00	\$ ¢	3,323,785.58	\$	-	\$	107,654.42	96.90
17030050 OVERLAY	\$	164,944.00	\$	479,398.06	\$	-	\$	(314,454.06)	290.60
17040051 TRANSFER TO CIP & OTH	\$	4,154,921.36	<u>\$</u>	4,154,921.36	<u>\$</u>	-	<u>\$</u>		<u>100.00</u>
1000 GENERAL FUND	\$	37,195,171.36	Ş	36,179,453.88	\$	335,858.04	\$	679,859.44	98.20
	PE	/ISED BUDGET	vт		ENI		AV/	AILABLE BUDGET	% USED
ACCOUNT DESCRIPTION 5001 WATER ENTERPRISE FUND	\$		\$	4 354 003 36	\$				75.90
	\$ \$	5,896,666.71		4,354,003.36	\$ \$	119,904.82 90 1/12 17		1,422,758.53	73.60
5002 SEWER ENTERPRISE FUND		6,877,157.00	Ş ¢	4,973,092.65		90,142.17	Ş	1,813,922.18	
5003 ARENA ENTERPRISE FUND	\$	581,453.00	\$	468,855.57	\$	2,147.80	\$	110,449.63	81.00