

CITY OF LACONIA - CITY COUNCIL MEETING  
February 9, 2026 - 7:00 pm  
City Hall - Armand A. Bolduc City Council Chamber

1. **CALL TO ORDER**

2. **SALUTE TO THE FLAG**

3. **RECORDING SECRETARY**

4. **ROLL CALL**

5. **STAFF IN ATTENDANCE**

6. **COUNCIL PROCLAMATION**

7. **ACCEPTANCE OF MINUTES FROM PREVIOUS MEETINGS**

7.A. **City Council regular meeting minutes of January 26, 2026**

Documents:

[STAFF REPORT - CITY COUNCIL MEETING MINUTES OF JANUARY 26, 2026.PDF](#)

[1.26.26 CITY COUNCIL DRAFT MEETING MINUTES.PDF](#)

8. **CONSENT & ACTION ITEMS**

8.A. **Request from Lakes Region Sled Dog Club to waive license, vendor and loudspeaker fees for the February 13 - 15, 2026 sled dog event**

Documents:

[STAFF REPORT - REQUEST FROM LAKES REGION SLED DOG CLUB TO WAIVE FEES.PDF](#)

[APPLICATION - SLED DOG RACE.PDF](#)

[MAP - SLED DOG RACE.PDF](#)

9. **CITIZEN COMMENTS FOR MATTERS NOT ON THE AGENDA**

10. **INTERVIEWS**

11. **NOMINATIONS, APPOINTMENTS & ELECTIONS**

12. **COMMUNICATIONS**

13. **PUBLIC HEARINGS**

13.A. **Public Hearing - Resolution 2026-02 - Request for funding for milfoil treatment of Paugus Bay and Lake Opechee**

Documents:

[STAFF REPORT - PUBLIC HEARING - RES 2026-02 - MILFOIL](#)

**13.B. Public Hearing - Termination of the Intermunicipal Agreement between the City of Laconia and the Town of Gilford governing the development of the Lakes Business Park**

Documents:

[STAFF REPORT - PUBLIC HEARING - TERMINATION OF THE INTERMUNICIPAL AGREEMENT - LAKES BUSINESS PARK.PDF](#)

**14. PRESENTATIONS**

**14.A. Presentation - Kerri Howe, Office of Extended Learning Administrator**

**15. MAYOR'S REPORT**

**16. COUNCIL COMMENTS**

**17. COMMITTEE REPORTS**

Items will be discussed as needed. Not all items will be brought before the full Council at this evening's meeting.

**17.A. FINANCE (Councilors Soucy, Bogert and Hoffman)**

**17.A.i. WOW Trail Funding**

**17.A.ii. Downtown TIF Financing**

**17.B. PUBLIC SAFETY (Councilors Soucy, Haynes and Conant)**

**17.C. GOVERNMENT OPERATIONS & ORDINANCES (Councilors Hoffman, Bogert and Conant)**

**17.C.i. Regulation of Short Term Residential Rental Businesses**

**17.C.ii. Proposed Historic Overlay District**

**17.C.iii. Performance Zoning**

**17.C.iv. Time frame for demolition permits**

**17.D. LAND & BUILDINGS (Councilors Bogert, Hildreth and Conant)**

**17.D.i. Downtown parking garage**

**17.D.ii. Repair & maintenance of City buildings**

**17.D.iii. Plan for the DPW Compound**

**17.E. PUBLIC WORKS (Haynes, Soucy, Bogert)**

**17.E.i. Retaining Wall Policy**

**17.E.ii. Discussion for converting from a manual to an automated solid waste curbside collection service**

**17.E.iii. APPOINTMENTS (Councilors Soucy, Hildreth and Conant)**

18. **LIAISON REPORTS**

19. **CITIZENS REQUESTS TO COMMENT ON CURRENT AGENDA ITEMS**

20. **CITY MANAGER'S REPORT**

20.A. **Financial and Operational Trends Report**

Documents:

[FEBRUARY 2026 FINANCIAL AND OPERATIONAL TRENDS REPORT.PDF](#)

21. **NEW BUSINESS**

21.A. **Ordinance 2026-235-41, 70 - Amending Chapter 235, Zoning, Relative to Article VII, Supplementary Provisions, Section 235-41, Residential Accessory Uses; and Article XI, Zoning Board of Adjustment, Section 235-70, Powers and Duties of Zoning Board of Adjustment**

Documents:

[STAFF REPORT - ORD 2026-235-41, 70.PDF](#)  
[CURRENT LANGUAGE - CHAPTER 235, ZONING.PDF](#)  
[ORD 2026-235-41, 70 - ZONING ORDINANCE.PDF](#)

21.B. **Review of list of items included under "Committee Reports" on the City Council agenda**

Documents:

[STAFF REPORT - REVIEW OF ITEMS INCLUDED UNDER COMMITTEE REPORTS.PDF](#)

21.C. **Review of list of items included under "Future Agenda Items" on the City Council agenda**

Documents:

[STAFF REPORT - REVIEW OF ITEMS INCLUDED UNDER FUTURE AGENDA ITEMS.PDF](#)

21.D. **Discussion regarding repeal of Ordinance 2025-5-20, 5-32, 5-33, Section 5-32 relating to the Human Relations Committee**

Documents:

[STAFF REPORT - DISCUSSION RE REPEAL OF ORD 5-32, HUMAN RELATIONS COMMITTEE.PDF](#)  
[ORD 2025-5-20, 5-32, 5-33 - BOARDS AND COMMISSIONS.PDF](#)

22. **UNFINISHED BUSINESS**

22.A. **Resolution 2026-02 - Request for funding for milfoil treatment of Paugus Bay and Lake Opechee**

Documents:

[STAFF REPORT - RES 2026-02 - MILFOIL TREATMENT GRANT ACCEPTANCE AND FUNDING REQUEST.PDF](#)

**22.B. Termination of the Inter-Municipal Agreement between the City of Laconia and the Town of Gilford governing the development of the Lakes Business Park**

Documents:

STAFF REPORT - TERMINATION OF THE INTERMUNICIPAL  
AGREEMENT - LAKES BUSINESS PARK.PDF  
LAKES BUSINESS PARK INTER-MUNICIPAL AGREEMENT.PDF  
INTERMUNICIPAL AGREEMENT AMENDMENT.PDF

**23. FUTURE AGENDA ITEMS**

23.A. **Master Plan**

23.B. **Milfoil Treatment funding requests**

23.C. **Sewer & Water Master Plan**

23.D. **Single Stream Recycling/Concord Co-op/Solid Waste disposal cost reductions**

23.E. **Strategic Planning/Goal Setting**

23.F. **WOW Trail**

23.G. **Weirs Beach Restoration Project**

23.H. **Fair St/Court St traffic problems and accidents**

**24. Any other business that may come before the Council**

**25. NON-PUBLIC SESSION (According to RSA 91-A:3, II)**

- (a) The dismissal, promotion or compensation of any public employee, or the investigation of any charges against him, unless the employee affected (1) has a right to a meeting and (2) requests that the meeting be open, in which case the request shall be granted.
- (b) The hiring of any person as a public employee.
- (c) Matters which, if discussed in public, would likely affect adversely the reputation of any person, other than a member of the body or agency itself, unless such person requests an open meeting.
- (d) Consideration of the acquisition, sale or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community.
- (e) Consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the body or agency or any subdivision thereof, or against any member thereof because of his membership in such body or agency, until the claim or litigation has been fully adjudicated or otherwise settled.
- (i) Consideration of matters relating to the preparation for and the carrying out of emergency functions including training to carry out such functions, developed by local or state safety officials that are directly intended to thwart a deliberate act that is intended to result in widespread or severe damage to property or widespread injury or loss of life.

**26. ADJOURNMENT**

This meeting facility is ADA accessible. Any person with a disability who wishes to attend this public meeting and needs additional accommodations, please contact City Clerk Katie Gargano, Meeting ADA Coordinator, at City Hall by calling (603) 527-1265 at least 72 hours in advance so that the City can make any necessary arrangements.

**LACONIA CITY COUNCIL AGENDA  
FEBRUARY 9, 2026**

**STAFF REPORT  
AGENDA ITEM 7.A.  
CITY COUNCIL MEETING MINUTES OF JANUARY 26, 2026**

**Discussion:** Minutes of the Laconia City Council meeting of January 26, 2026 were distributed to members of the City Council on January 29, 2026.

**Fiscal Impact:** Not applicable

**Staff Recommendation:** Not applicable

**This report submitted by:** Katie Gargano, City Clerk

**Proposed motion:**

*“With no corrections or changes submitted to the Clerk, the minutes will be accepted as distributed.”*

**CITY OF LACONIA - CITY COUNCIL MEETING**  
**City Hall - Armand A. Bolduc City Council Chamber**  
**7:00 P.M.**

1/26/2026 - Minutes

**1. CALL TO ORDER**

Mayor Bordes called the meeting to order at 7:00 PM.

**2. SALUTE TO THE FLAG**

Councilor Bogert led the salute to the flag.

**3. RECORDING SECRETARY**

Katie Gargano, City Clerk

**4. ROLL CALL**

Clerk Gargano called the roll of the following City Councilors: Councilor Hildreth, Councilor Soucy, Councilor Hoffman, Councilor Haynes, Councilor Bogert and Councilor Conant.

Mayor Bordes confirmed that all 6 councilors were in attendance and a quorum was established.

**5. STAFF IN ATTENDANCE**

Kirk Beattie, City Manager; Glenn Smith, Finance Director

**6. COUNCIL PROCLAMATION**

**7. ACCEPTANCE OF MINUTES FROM PREVIOUS MEETINGS**

**7.A. City Council regular meeting minutes of January 12, 2026**

Minutes of the Laconia City Council meeting of January 12, 2026, were distributed to members of the City Council on January 15, 2026.

With no corrections or changes submitted to the Clerk, the minutes were accepted as distributed.

Councilor Conant made a motion to accept the meeting minutes as distributed, seconded by Councilor Bogert **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

**8. CONSENT & ACTION ITEMS**

**9. CITIZEN COMMENTS FOR MATTERS NOT ON THE AGENDA**

No one from the public wished to speak.

**10. INTERVIEWS**

11. **NOMINATIONS, APPOINTMENTS & ELECTIONS**

12. **COMMUNICATIONS**

13. **PUBLIC HEARINGS**

13.A. **Public Hearing - Resolution 2026-1 - Relative to acceptance of an award in the amount of \$26,405 from the Department of Safety Homeland Security Grant Program for the purchase of SWAT/SOU equipment for the Laconia Police Department**

Notice of this Public Hearing was made available in the January 14, 2026 edition of the Laconia Daily Sun and posted at Laconia City Hall, Laconia Community Center, Laconia Public Library and the offices of the SAU.

Mayor Bordes opened the Public Hearing at 7:03 PM.

Lisa Morin, ward 2. Had comments at the last meeting about her concern with the City's involvement with ICE and she wondered if accepting this grant would put the City on the hook for something in the future that would include more serious involvement with ICE.

Councilor Bogert asked if it did, would she not support it then?

Councilor Soucy explained that this grant was applied for by the Laconia Police Department on behalf of the county, there is no obligations tied to the acceptance of the grant. They are just buying supplies with the funds.

Councilor Hoffman stated that at the last meeting they handed out a sheet that showed the items approved for purchase, the items are binoculars and flashlights. The two have nothing to do with each other.

Mayor Bordes closed the Public Hearing at 7:07 PM.

14. **PRESENTATIONS**

15. **MAYOR'S REPORT**

Mayor Bordes noted he had a 3<sup>rd</sup> party send out a random text to 500 residents. The text was nonpartisan and he was seeking the concerns of the residents. The top three responses:

1. Homelessness & drugs
2. Rising property taxes
3. Affordable housing shortage.

He wanted the residents to know that he would be doing this from time to time.

16. **COUNCIL COMMENTS**

Councilor Hildreth stated he attended the Laconia Motorcycle Week Association meeting, and the Parks & Recreation meeting. One conflict was noted at the Parks meeting with the about the farmers market that was a little contentious.



Councilor Soucy asked what the status is for Rollercoaster Rd, Manager Beattie stated they had a court order to be allowed on the property, they were refused to be allowed on the property to assess the items to be removed so they had to file back with the court.

Councilor Conant asked Manager Beattie if he knew if we had any visitors to our warming center? Manager Beattie stated that when he spoke with the Fire Chief, there was only 1 person who had come to the building. The building was open from Saturday afternoon, through today. There was transportation available. He thinks that because there were no power outages that is why it was underutilized. Councilor Conant stated he was glad to see the city have this option available to the residents.

Councilor Hildreth questioned if the location of the warming center could have been a problem as to why it was underutilized. Manager Beattie confirmed that there was transportation available to those who needed it, so he wasn't able to confirm.

## **17. COMMITTEE REPORTS**

### **17.A. FINANCE (Councilors Soucy, Bogert and Hoffman)**

#### **17.A.i. WOW Trail Funding**

#### **17.A.ii. Downtown TIF Financing**

### **17.B. PUBLIC SAFETY (Councilors Soucy, Haynes and Conant)**

### **17.C. GOVERNMENT OPERATIONS & ORDINANCES (Councilors Hoffman, Bogert and Conant)**

#### **17.C.i. Regulation of Short Term Residential Rental Businesses**

#### **17.C.ii. Proposed Historic Overlay District**

#### **17.C.iii. Performance Zoning**

#### **17.C.iv. Time frame for demolition permits**

### **17.D. LAND & BUILDINGS (Councilors Bogert, Hildreth and Conant)**

#### **17.D.i. Downtown parking garage**

#### **17.D.ii. Repair & maintenance of City buildings**

#### **17.D.iii. Plan for the DPW Compound**

### **17.E. PUBLIC WORKS (Haynes, Soucy, Bogert)**

#### **17.E.i. Retaining Wall Policy**

#### **17.E.ii. Discussion for converting from a manual to an automated solid waste curbside collection service**

### **17.F. APPOINTMENTS (Councilors Soucy, Hildreth and Conant)**

## **18. LIAISON REPORTS**

## **19. CITIZENS REQUESTS TO COMMENT ON CURRENT AGENDA ITEMS**

Charlie St. Clair had a comment about the social districting. He would like to see the city council not make it more complicated. He doesn't want to see wrist bands or special cups. He only knows what he has experienced in other parts of the country. In Daytona Beach, they started with a designated cup. But it has not worked. He hopes to see not just Canal St, it should encompass the downtown area, and he'd like to see the weirs in a larger picture like all of Lakeside Ave included.

Councilor Soucy would like to see the mayor create a special committee to look into the social districts and to include some councilors, Charlie St. Clair, a member of the police department.

## 20. CITY MANAGER'S REPORT

Manager Beattie gave an update to the City Council about the winter storm that we are currently experiencing. It is typically a 48 hour turn around for downtown snow clean up, but he thinks given the length of this storm it will take a little longer than normal.

Last year the City Council approved an energy plan with Freedom Energy to help residents on delivery charges. They have been waiting and evaluating the energy rates and they feel they are now at the point of being able to offer a rate lower, a video will be created about the program to go on the city website, there are postcards that will be going out to all residents giving them the opportunity to opt out mid to late February. On February 23<sup>rd</sup> Freedom Energy will be here at the council meeting to do a presentation, and then they will come to the first meeting in March to answer any questions from the residents. They are looking to start the program in April.

### 20.A. Project Updates Report

Manager Beattie presented the monthly project updates report to the Council.

1/29/26 Council Chambers, Master Plan Update meeting.

State School update: no closing date set yet, probably end of summer early fall. The Pillsbury group will be coming to the City Council to make a presentation to let them know where they stand publicly. They are looking at late February, early march.

Councilor Hildreth asked about the Weirs Beach Restoration. Manager Beattie mentioned this has probably been going on for way to long, it has to do with the sand migration. The State, the Parks & Rec Director and Manager Beattie have been trying to come up with a plan on how to get the sand back on the beach. He had a constituent contact him about how the beach used to go all the way over to the docks and now it is shortened. Councilor Hildreth asked if this would help expand the beach? Manager Beattie stated no.

### 20.B. Monthly Economic Development Report - CPI-U

Manager Beattie presented the Monthly Economic Development Report to the Council. The annualized year to date rate is 2.69%. There is no data for the month of October because of the Government shut down.

## 21. NEW BUSINESS

### 21.A. Proposed amendments to the Wage and Compensation Plan

In accordance with the authority outlined in Section 6:02 of the Laconia City Charter and Section 1.4 of the City's Classification and Compensation Plan, Manager Beattie submitted the following amendment to the City's Wage and Compensation Plan. The amendments will automatically take effect unless vetoed by a majority vote of the City Council within thirty (30) days of January 26, 2026. The amendment is as follows:

## WAGE AMENDMENTS:

1. Eliminating the position of HR Administrator from grade 18
2. Modifying the position of Assistant Finance Director to Assistant Finance Director/HR Administrator.
3. Adding the position of Finance Clerk II to grade 16H
4. Changing Payroll/Personnel Assistant to Payroll/Benefit Specialist and moving from grade 12H to 15H

Fiscal Impact: Decrease of \$30,000

Staff Recommendation: City Manager recommends approving the proposed amendment to the Wage and Compensation Plan as presented.

Councilor Conant made a motion to approve the proposed amendment to the Wage and Compensation Plan as presented, which will take effect February 26, 2026. Seconded by Councilor Hildreth **Discussion:** Councilor Bogert asked if these were union positions? No.

The motion *passed with all in favor.* 6-0

### 21.B. Request support for the expansion of natural gas supply in the City of Laconia and the greater Lakes Region

Liberty Utilities has issued a moratorium on adding any new addresses for natural gas service in the City of Laconia and surrounding communities due to a lack of capacity. Currently, only portions of the greater Downtown and Lakeport areas are serviced by natural gas. However, even though a property may abut a natural gas line, the property may not be permitted to connect to the line due to a lack of pressure and capacity.

Representatives from Liberty Utilities, Senator Tim Lang, and Executive Councilor Kenney met with the Tilton Selectboard at their December 4, 2025, meeting. During that meeting, Liberty Utilities mentioned the original pipeline built from Concord to Tilton was built in the 60s and did not anticipate the growth the Lakes Region experienced in the 70s and 80s. Rather than upgrade the line, Liberty constructed a plant in Tilton to supplement the line with truck deliveries of LNG to offset costs in the winter. However, the continued growth in the region has led to this supplemental plant to run continuously in the winter which it was not designed to do. Both the line and the supplemental plant are only capable of serving the current demand in the early 2000s. Liberty examined the possibility of increasing the original 6-inch line with a 12-inch line in the early 2000s. In 2016, Liberty added an additional 5½ miles of pipeline to Loudon which increased capacity slightly. However, this pipeline is not suitable to meet current and future demand needs for the area. Liberty claims at least another 10 miles of pipeline needs to be added or upgraded in order to meet current and future demand in the area. They have enough funding to begin preliminary engineering over a two-year period, but they anticipate another two to three years to construct the pipeline expansion. Liberty does not believe the current load justifies the cost of expanding the pipeline. Instead, Liberty has focused on replacing older pipes in Southern New Hampshire and Massachusetts.

The State's position is this issue is solely the responsibility of a private entity and not the State. However, the State tasked the Department of Energy with creating a 10-Year State Energy Strategy. The 2018, 2022, and 2025 Strategies acknowledge that Natural Gas is the most plentiful and cost-effective energy resource currently available and that the State has not developed adequate infrastructure to supply it. The State cannot on one hand assume the responsibility for strategically planning the development and expansion of natural gas infrastructure and then claim no

responsibility for its implementation on the other. At the same time, the State has been promoting economic and housing development at record levels without any regard to the infrastructure currently available to support it. Laconia and the Lakes Region have seen record levels of growth in recent years, making this a regional issue that can only be addressed by the affected municipalities working with the State and Liberty Utilities to address it.

Currently, the Planning Department has been in communication with their counterparts in Franklin, Tilton, Gilford, Belmont, and Meredith to discuss this issue. As the largest and fastest-growing municipality in the Lakes Region, it is imperative that Laconia supports the efforts to reduce heating costs and lay the groundwork for future economic development in the region. The Planning Department is now coming before the City Council to raise awareness of the lack of natural gas capacity and infrastructure to adequately support current and future demand and formally request the Council's support to work with the State, Liberty Utilities, and our neighboring communities to pursue meaningful solutions that support our economic growth and affordability needs.

Fiscal Impact: Natural gas is the cheapest heating fuel source. As of January 12, it is 33% cheaper than Electric Heat Pumps, 62% cheaper than Oil, and 156% cheaper than Propane.

Staff Recommendation: The Planning Department recommends the City Council support its endeavor to secure expanded infrastructure and natural gas for the City and the Lakes Region.

Councilor made a Soucy motion to support the Planning Department to work with the State, Liberty Utilities, and neighboring communities to expand natural gas infrastructure and increase capacity to reduce heating costs for businesses and residents and support future economic development in the City and Lakes Region. Seconded by Councilor Bogert **Discussion:** Councilor Bogert asked if this will create a letter that the City Council can send to the Governors Office? Manager Beattie stated yes most likely. Councilor Soucy stated he remembered when they brought the pipe up and stopped it just before the Race Track in Loudon.

The motion ***passed with all in favor.*** 6-0

#### 21.C. **Resolution 2026-02 - Request for funding for milfoil treatment of Paugus Bay and Lake Opechee**

The NHDES Exotic Species Program has awarded the City of Laconia a grant to fund up to 50% of project costs for aquatic plant control remediation in Paugus Bay and Lake Opechee. This is an annual project that removes invasive species currently present in Paugus Bay and Lake Opechee and mitigates their recurrence. NHDES works with the Planning Department to identify locations for plant control to be completed, hires contractors to complete work, and returns for post remediation testing.

The City's share of the grant is \$57,100 which is 50% of the total cost of the project. The Lake Opechee Preservation Association (LOPA) has offered to reimburse the City for 50% of its share for remediation work in Lake Opechee. This effectively makes the total cost to the City \$52,407.81 which is a \$7,407.81 increase from last year's appropriation of \$45,000. The breakdown of cost is as follows:

Project Cost: \$114,200.00

NHDES Grant: (\$57,100.00)

City Share: \$57,100.00

LOPA Reimbursement: (\$4,692.19)

**Total Cost to City: \$52,407.81**

Fiscal Impact: The total cost to the City is \$52,407.81. The City's share will be expended from the FY27 Administration Non-Departmental budget.

Staff Recommendation: The Planning Department recommends moving this grant acceptance and appropriation request to a Public Hearing on February 9, 2026.

Councilor Haynes made a motion to waive a reading of Resolution 2026-02 in its entirety and to read by title only. Seconded by Councilor Hoffman **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

Councilor Soucy made a motion to move a first reading of Resolution 2026-02, relative to the acceptance of a 2026 NH Department of Environmental Services (NHDES) Exotic Aquatic Plant Control Grant in the amount of \$57,100.00 and appropriate \$57,100.00 to the Administration Non-Departmental account. Seconded by Councilor Bogert **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

Councilor Hildreth made a motion to schedule a Public Hearing on February 9, 2026 during the regular Council meeting to gather public input prior to adoption of Resolution 2026-02. Seconded by Councilor Hoffman **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

#### 21.D. **Review and discussion of the 2026 East Coast Watercross Race on Lake Opechee**

East Coast Watercross is looking to hold their second annual race in Laconia from June 5 to June 7, 2026. They held their first annual race in Laconia on May 30<sup>th</sup> to June 1, 2025, which was well-attended. City staff were heavily involved in the review and approval of the event, and they had no issues with the preparation leading up to or the clean-up after the event. In addition to bringing racers and fans to contribute to the local economy, this was also a great opportunity for the Laconia Little League to earn money for the program by operating the concession stand for the event.

As of tonight's meeting, the event has been reviewed and approved by the Parks and Recreation Commission for use of Opechee Park, NHDES for use of the shoreline and Lake Opechee, and has been reviewed by the Conservation Commission. It is currently being reviewed by Marine Patrol for their approval and conditions, and an application has been submitted to the Special Events Review Committee for their review and approval at their next meeting on February 4, 2026. City staff wanted to provide the City Council with an opportunity to review the proposed event and ask questions prior to final review and approval by the Special Events Review Committee.

Fiscal Impact: There is no request for funding for this event. The event brought several dozen racers and fans to the City last year which contributed to the local economy and greatly supported the Laconia Little League.

Staff Recommendation: The Planning Department recommends the City Council review the proposed event and ask questions to address any concerns they may have.

**Council Discussion:** The Council met the event organizers; they learned about the event and how it went last year and what the plans are for this year. The council was satisfied with how the event is planned and they wished the organizer good weather and good luck.

#### 21.E. **Discussion regarding Social Districts**

Manager Beattie presented some talking points to the city council regarding a Social District plan for

the City of Laconia. He handed out the existing NH RSA and a map with an area he drew out on a map of the downtown. The district will only be on public property, not private property.

Manager Beattie stated that they would look to do one area as a trial basis before looking to make another district in another part of the city.

Councilor Conant wants to know how the Police department will be able to enforce this, what the extra cost will be to make sure it is enforced.

There was a discussion between Councilor Soucy and Councilor Bogert about expanding the area on the map given and having other parameters for only specific events. Manager Beattie reminded the council that we already do this for specific events through the fire department.

Staff Recommendation: Staff recommends that this matter be referred to the Public Safety Subcommittee for further review.

Councilor Conant made a motion to refer the matter of Social Districts to the Public Safety Subcommittee for further review. Seconded by Councilor Soucy **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

## 22. UNFINISHED BUSINESS

### 22.A. Resolution 2026-01 - Relative to acceptance of an award in the amount of \$26,405.00 from the Department of Safety Homeland Security Grant Program for the purchase of SWAT/SOU equipment for the Laconia Police Department

The City has applied to the New Hampshire Department of Safety for grant funding in the amount of \$26,405.00 to purchase SWAT/SOU equipment through the Homeland Security Grant Program.

At the January 12, 2026 City Council meeting a motion was approved to schedule a Public Hearing on this matter; that Public Hearing was held earlier this evening.

Fiscal Impact: None- The entire cost of this equipment is covered by the Homeland Security Grant, there is no local match requirement.

Items approved for purchase:

Binoculars, Quantity 15, Cost \$13,500.00

Flashlights, Quantity 20, Cost \$4,000.00

Eye Protection, Quantity 20, Cost \$3,000.00

Radio Mic Assembly (for gas mask) Quantity 20, Cost \$5,905.00

Total \$26,405.00

Councilor Soucy made a motion to waive a reading of Resolution 2026-01 in its entirety and to read by title only. Seconded by Councilor Conant **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

Councilor Hildreth made a motion to move a second reading of Resolution 2026-01 relative to acceptance of an award in the amount of \$26,405.00 from the Department of Homeland Security



Grant Program for the purchase of SWAT/SOU equipment for the Laconia Police Department. Seconded by Councilor Soucy **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

Councilor Conant made a motion to approve Resolution 2026-01 relative to acceptance of an award in the amount of \$26,405.00 from the Department of Homeland Security Grant Program for the purchase of SWAT/SOU equipment for the Laconia Police Department, and to authorize the City Manager to sign any documents in relation to this matter. Seconded by Councilor Hildreth **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

23. **FUTURE AGENDA ITEMS**

23.A. **Master Plan**

23.B. **Milfoil Treatment funding requests**

23.C. **Sewer & Water Master Plan**

23.D. **Single Stream Recycling/Concord Co-op/Solid Waste disposal cost reductions**

23.E. **Strategic Planning/Goal Setting**

23.F. **WOW Trail**

23.G. **Weirs Beach Restoration Project**

23.H. **Fair St/Court St traffic problems and accidents**

24. **Any other business that may come before the Council**

25. **NON-PUBLIC SESSION (According to RSA 91-A:3, II)**

Councilor Hildreth made a motion to go into nonpublic session according to RSA 91-A:3, II. (d) Consideration of the acquisition, sale or lease of real or personal property which, if discussed in public, would likely benefit a party or parties whose interests are adverse to those of the general community. Seconded by Councilor Soucy **Discussion:** None.

**By Roll Call Vote:**

Councilor Hildreth- Yes

Councilor Soucy- Yes

Councilor Hoffman-Yes

Councilor Haynes- Yes

Councilor Bogert- Yes

Councilor Conant- Yes

The ***motion passed with all in favor.*** 6-0

The nonpublic session began at 8:13 PM.

Councilor Soucy made a motion to return to public session. Seconded by Councilor Bogert. **Discussion:** None.

**By Roll Call Vote:**

Councilor Hildreth- Yes

Councilor Soucy- Yes

Councilor Hoffman- Yes

Councilor Haynes- Yes

Councilor Bogert- Yes

Councilor Conant- Yes

The motion ***passed with all in favor.*** 6-0

The public session was reconvened at 8:21 PM.

Councilor Soucy made a motion not to seal the minutes for 6 months. Seconded by Councilor Bogert.  
**Discussion:** None.

**By Roll Call Vote:**

Councilor Hildreth- Yes

Councilor Soucy- Yes

Councilor Hoffman- Yes

Councilor Haynes- Yes

Councilor Bogert- Yes

Councilor Conant- Yes

The ***motion passed with all in favor.*** 6-0

26. **ADJOURNMENT**

Councilor Conant made a motion to adjourn the meeting, seconded by Councilor Bogert. **Discussion:** None.

The motion ***passed with all in favor.*** 6-0

The meeting was adjourned at 8:22 PM.

Respectfully submitted,

Katie Gargano, City Clerk



**LACONIA CITY COUNCIL AGENDA  
FEBRUARY 9, 2026**

**STAFF REPORT  
AGENDA ITEM 8.A.  
REQUEST FROM LAKES REGION SLED DOG CLUB TO WAIVE LICENSE,  
VENDOR AND LOUDSPEAKER FEES FOR THE FEBRUARY 13 – 15, 2026  
SLED DOG EVENT**

**Discussion:** This is a recurring request with no changes from prior year approvals. The Special Events application and a map of the event received from the Lakes Region Sled Dog Club are attached. The Special Events Review Committee approved this event at their February 4, 2026 meeting.

If the waiver of fees request is not approved by the Council, the fees would be as follows:

Special Event License and Vendor Fees: \$700

Loudspeaker Fee: \$10

**Fiscal Impact:** Not applicable

**Staff Recommendation:** Not applicable

**This report submitted by:** Kirk Beattie, City Manager

**Proposed motion:**

*“I move to approve the request from Lakes Region Sled Dog Club to waive license, vendor and loudspeaker fees for the February 13 – 15, 2026 Sled Dog event.”*



Application #: \_\_\_\_\_  
Fees Paid: \_\_\_\_\_  
Check #: \_\_\_\_\_  
Receipt #: \_\_\_\_\_

### SPECIAL EVENT APPLICATION

☐ New Special Event

☒ Special Event Renewal (No Changes)

Name of Event: 97<sup>th</sup> World Championship Sled Dog Derby  
Type of Event: Sled dog race - 3 days Since 1929! LRSDC  
Date(s) of Event: 2/13/26 - 2/15/26 Time of Event: 8:30am - 4:00pm each day  
Tax Map/ Lot # (s): Opechee Bay State Forest Zoning District (s): \_\_\_\_\_  
Street Address: Corner of Rt 106 + Old N Main Street Laconia, NH  
Number of Parking Spaces: Field-50 Number of Vendors: 2 Number of Tents and Sizes: 1 12x12  
Parks Approval: Submitted Loudspeaker Hours: 8:30am - 3:30pm Non-Profit (501C-3) ID #: 02-6010787  
Detailed Description of Event: A three day race event for mushers. Start/Finish line will be located on Opechee Bay State Forest. We will have a loudspeaker with announcer from 8:30am - 3:30pm each day. We are going to have 1 food vendor and selling race memorabilia. We are also requesting a waiver of fees.

I hereby make application to the City of Laconia for the above-referenced property(s) and the development as described. To the best of my knowledge, the information provided herein is accurate and is in accordance with Chapter 195 of the Laconia City Ordinances. The Special Events Committee and/or City employees are authorized entrance to the property(s) for purposes of reviewing this proposal. I understand that I, or my agent, is responsible for appearing for any and all meetings before the Special Events Committee.

Sign as appropriate (If agent or non-person please attach certification)

	APPLICANT	AGENT	PROPERTY OWNER
Printed Name:	<u>Jennifer L. Hollaws</u>	<u>President-LRSDC</u>	<u>State of NH</u>
Signature:	<u></u>	_____	<u>Requesting</u>
Date:	<u>12/31/2025</u>	_____	<u>permit</u>

#### DUE AT SUBMISSION:

- ALL FEES
- COMPLETED APPLICATION CONTACT WORKSHEET
- COMPLETED CHECKLIST FOR EVENT
- 1 COPY OF ENTIRE SPECIAL EVENT APPLICATION AND SUPPORTING DOCUMENTATION

# Sled Dog Derby

February 11, 12, 13, 2022



**Lakes Region  
Sled Dog Club**



**JOHN H. Lyman**  
AND SONS, INC.  
EXCAVATING CONTRACTOR  
GILFORD, NH  
603-524-4314

Trail Construction Donated Since 1987

TRAIL IS SUBJECT TO CHANGE BASED ON SNOW CONDITIONS AT RACE TIME

**LACONIA CITY COUNCIL AGENDA  
FEBRUARY 9, 2026**

**STAFF REPORT  
AGENDA ITEM 13.A.  
PUBLIC HEARING - RESOLUTION 2026-02 – REQUEST FOR FUNDING  
FOR MILFOIL TREATMENT OF PAUGUS BAY AND LAKE OPECHEE**

**Discussion:** Notice of this Public Hearing was made available in the January 29, 2026 issue of the Laconia Daily Sun and posted at Laconia City Hall, Laconia Community Center, Laconia Public Library and the offices of the SAU.

**Fiscal Impact:** Not applicable.

**Staff Recommendation:**

**This Report Submitted By:** Kirk Beattie, City Manager

**Proposed Motions:**

*“Open the Public Hearing.”*

*“Close the Public Hearing.”*

**LACONIA CITY COUNCIL AGENDA  
FEBRUARY 9, 2026**

**STAFF REPORT  
AGENDA ITEM 13.B.  
PUBLIC HEARING – TERMINATION OF THE INTERMUNICIPAL  
AGREEMENT BETWEEN THE CITY OF LACONIA AND THE TOWN OF  
GILFORD GOVERNING THE DEVELOPMENT OF THE  
LAKES BUSINESS PARK**

**Discussion:** Notice of this Public Hearing was made available in the January 14, 2026 issue of the Laconia Daily Sun and posted at Laconia City Hall, Laconia Community Center, Laconia Public Library and the offices of the SAU.

**Fiscal Impact:** Not applicable.

**Staff Recommendation:**

**This Report Submitted By:** Kirk Beattie, City Manager

**Proposed Motions:**

*“Open the Public Hearing.”*

*“Close the Public Hearing.”*



## Financial & Operational Trends – February, 2026

### Net gain in construction value from Building Permit Reports:

	Current year:	One year ago:	Two years ago:
April 1 – January 31	\$93,232,864	\$52,688,244	\$63,603,222

### Fire & Rescue Call Data:

Month	January 2026	2025	2024	2023
Total number of incidents	399	372	353	384
Percent fire calls	26%	26%	19%	18%
Percent calls downtown area*	74%	74%	72%	86%
Busiest time period by hour	12PM, 4PM	9AM, 2PM	10 AM, 11AM	10 AM, 11AM
Percent of all calls 11pm to 7am	26%	23%	20%	22%
Number of critical care patients	18	16	20	28
Number multiple/back-to-back calls	242	206	98	83
Percent of multiple calls EMS	82%	78%	84%	63%
% of emergency responses within 6 min. response time (year-to-date)	80%	72%	76%	74%
Dates with more than 20 incidents	1/10 (20)	1/2(20)	1/21(20)	1/14(20)
# of times working 3 or more calls	22	24	16	22
Total incidents year to date	399	372	353	384

\*Downtown area covers N.Main St. to Elm St. to Union to Mechanic, and to the By-Pass

\*\*Does not include multiple calls related to gas leaks

### MIH Community Paramedic Data:

Month	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Totals
Patient Contacts	64	30	55	43	26	32	32						
New Patients	14	2	12	5	3	7	11						
New Patient Referrals	32	5	11	30	13	6	8						
Estimated reduced transports	10	3	11	8	3	4	6						
Transports requested by Community Paramedic	1	0	3	1	0	0	0						

### General Assistance Data

Vouchers	July	August	Sept.	October	Nov.	Dec.	Jan.	Feb.	March	April	May	June
Shelter	12	12	2	14	13	13	13					
Rent	9	3	8	12	15	6	8					
Utilities	2	0	0	0	0	1	0					
Burial	0	0	0	0	0	0	0					
Transportation	0	8	0	7	0	0	0					
Other	1	0	0	0	0	0	0					
<b>TOTAL</b>	<b>24</b>	<b>23</b>	<b>10</b>	<b>33</b>	<b>28</b>	<b>20</b>	<b>21</b>					
Expense	\$17,927	\$15,975	\$8,096	\$ 22,928	\$23,110	\$19,262	\$18,119					
Exp./Voucher	\$747	\$695	\$810	\$695	\$825	\$963	\$863					

### Voucher Expense Summary

	2026YTD	2025	2024	2023	2022	2021	2020
Gross Relief	\$125,418	\$224,564	\$141,944	\$64,392	\$40,139	\$24,061	\$33,378
Reimb./Liens/Refunds	-\$7,241	-\$5,863	-\$2,062	-\$21,731	-\$42,815	-\$1,802	\$6,190
Net Assistance Cost	\$118,177	\$218,701	\$139,882	\$42,661	-\$2,676	\$22,259	\$39,568



## Laconia Police Department – Monthly Activity Highlights:

ACTIVITY	(January) THIS MONTH	CORRESPONDING MONTH LAST YEAR	TOTAL THIS YEAR TO DATE	TOTAL LAST YEAR TO DATE	TOTAL 2024	10 YEAR AVERAGE	% (+/-)
Calls for service (total)	2,022	2,364	2,022	2,364	30,774	24,304	26.62%
- Park, Walk, Talk	155	95	155	95	2267	N/A	N/A
- Extra Patrol	466	381	466	381	6,522	2,742	137.87%
- Community Policing	10	1	10	1	150	162	-7.30%
Criminal offenses investigated	300	326	300	326	4,290	3,797	12.99%
Criminal off. cleared by arrest	186	208	186	208	2,566	2,340	9.64%
Total # of physical arrests	103	113	103	113	1,340	1,339	0.08%
M/V – Stops	435	803	435	803	7,497	5,873	27.65%
M/V – Summonses	14	39	14	39	561	399	40.60%
M/V – Written warnings	298	704	298	704	6,435	5,081	26.65%
Accidents – Fatal	0	0	0	0	3	2	73.68%
Accidents – Total	44	54	44	54	554	552	0.28%
Accidents w/injury	5	3	5	3	100	125	-19.71%
Parking tags issued	21	156	21	156	1,015	1,435	-29.25%
DWI	8	5	8	5	66	63	4.91%
Intoxication	17	17	17	17	270	319	-15.43%

January 2026: TYPE OF INCIDENT	# OF CALLS
Domestic disturbance	28
All other disturbances	48
Suicidal subjects	6
Attempted suicide	0
Suicide	0
Violation of restraining order	9
Barricaded subject	0

	# VOLUNTEER HRS
Volunteer Hours (LPD)	0
Volunteer Hours (VSU)	8
Victims Served	0

## Property Tax Collection:

	July Warrant Amt.	Dec. Warrant Amt.	Collected thru		Percentage Collected
2016	\$ 20,785,170	\$ 21,260,229	\$ 40,622,681	1/31/2017	96.62%
2017	\$ 21,075,701	\$ 21,895,151	\$ 41,612,228	1/31/2018	96.84%
2018	\$ 21,442,154	\$ 23,765,321	\$ 43,982,250	1/31/2019	97.29%
2019	\$ 22,563,270	\$ 23,935,265	\$ 45,171,383	1/31/2020	97.15%
2020	\$ 23,203,364	\$ 23,612,210	\$ 45,542,143	1/31/2021	97.28%
2021	\$ 23,395,524	\$ 24,958,361	\$ 47,303,813	1/31/2022	97.82%
2022	\$ 24,369,326	\$ 26,785,934	\$ 49,974,172	1/31/2023	97.69%
2023	\$ 25,820,772	\$ 29,177,322	\$ 53,365,195	1/31/2024	97.03%
2024	\$ 27,640,341	\$ 32,129,326	\$ 57,920,816	1/31/2025	96.91%
2025	\$ 29,975,925	\$ 31,627,127	\$ 59,691,830	1/31/2026	96.90%

## OVERTIME BY DEPARTMENT FY26

As of : 1/30/2026

		Budget	July	August	September	October	November	December	January	February	March	April	May	June	YTD Total	% Used	PRIOR YR YTD EXP	PRIOR YR TOTAL EXP
0118*	513010	<b>ADMINISTRATION</b>	<b>2,100</b>	58	443	354	2,436	118	413	-	-	-	-	-	3,822.75	182.04%	-	
0111001	513010	<b>ASSESSING</b>	-	-	-	-	-	40	10	-	-	-	-	-	50	0.00%	83	111
0112001	513010	<b>CODE</b>	800	117	19	-	-	30	31	-	-	-	-	-	197	24.64%	27	118
0114020	513010	<b>FINANCE</b>	1,000	418	47	95	69	122	149	26	-	-	-	-	926	92.56%	868	1,293
		<b>FIRE</b>																
0115001	512010	Sick Hurt Coverage	110,000	1,813	10,919	10,818	20,710	10,610	8,966	16,736	0	0	0	0	80,572	73.25%	104,021	122,453
0115001	512011	Holiday Pay	145,760	17,488	0	16,654	17,975	16,585	35,778	46,184	0	0	0	0	150,663	103.36%	138,684	168,566
0115001	512013	Personal Time Coverage	76,000	8,127	14,092	11,093	5,006	4,894	3,458	5,787	0	0	0	0	52,458	69.02%	55,295	76,040
0115001	512012	Vacation Coverage	142,630	24,495	24,474	16,047	11,444	11,501	10,778	13,361	0	0	0	0	112,101	78.60%	105,616	161,804
0115001	513015	Extra Duty Coverage	100,000	27,003	34,377	15,910	25,589	15,238	17,803	12,955	0	0	0	0	148,875	148.87%	193,162	254,321
		<b>TOTALS</b>	<b>574,390</b>	<b>78,926</b>	<b>83,862</b>	<b>70,522</b>	<b>80,724</b>	<b>58,828</b>	<b>76,784</b>	<b>95,022</b>	-	-	-	-	<b>544,668</b>	<b>94.83%</b>	<b>596,777</b>	<b>783,184</b>
0117001	513010	<b>PLANNING</b>	6,000	181	550	259	1,029	734	469	419	-	-	-	-	3,640	60.66%	1,395	2,627
		<b>POLICE</b>																
0118001	513010	Misc. Overtime	170,000	1,913	2,255	5,169	1,222	3,950	3,033.81	4,982.42	-	-	-	-	22,525		8,301	27,018
0118001	513011	Holiday OT	-	11,511	-	9,635	9,661	9,816	14,442.18	26,114.31	-	-	-	-	81,179		69,570	87,048
0118001	513012	Incident OT	-	826	7,879	463	2,374	793	1,248.69	2,878.05	-	-	-	-	16,461		11,010	13,855
0118001	513013	Court OT	-	2,338	3,702	2,454	3,589	1,948	3,288.88	2,305.22	-	-	-	-	19,624		15,829	29,648
0118001	513014	Shift Coverage OT	-	5,937	9,913	4,924	6,386	7,242	3,318.16	2,683.40	-	-	-	-	40,404		54,169	81,769
		<b>TOTAL</b>	<b>170,000</b>	<b>22,525</b>	<b>23,748</b>	<b>22,645</b>	<b>23,231</b>	<b>23,749</b>	<b>25,332</b>	<b>38,963</b>	-	-	-	-	<b>180,193</b>	<b>106.00%</b>	<b>158,880</b>	<b>239,338</b>
		<b>PUBLIC WORKS</b>																
0119050	513010	DPW Office OT	7,800	3536	5528	4494	5618	4494	4,494	4,494	-	-	-	-	32,658		5,246	270
0119051	513010	DPW Entineering OT	11,700	364	150	12	530	19	558	337					1,970		630	
0119052	513010	Highway Maint. OT	26,000	3659	2280	2190	10526	1189	3,304	1,157					24,305		15,234	
0119053	513010	Winter Maint OT	94,500	0	0	0	0	0	24,902	77,933					102,835		47,040	
0119056	513010	Drainage OT	0	0	0	0	0	0	-	167					167		126	
0119064	513010	Solid Waste OT	26,000	1565	2707	4834	2641	2013	2,198	2,635					18,593		13,670	
		<b>TOTALS</b>	<b>166,000</b>	<b>9,124</b>	<b>10,665</b>	<b>11,530</b>	<b>19,315</b>	<b>7,715</b>	<b>35,456</b>	<b>86,722</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>180,527</b>	<b>108.75%</b>	<b>81,946</b>	<b>161,295</b>
0120030	513010	<b>RECORDS</b>	3,000	51	63	851	65	1,105	65	85	-	-	-	-	2,284	76.14%	3,158	3,747
0121033	513010	<b>PARKS &amp; RECREATION</b>	10,000	2717	305	1174	1040	391	987	1,363	-	-	-	-	7,976	79.76%	3,272	7,304
0122001	513010	<b>WELFARE</b>	1,000	0	533	0	105	0	-	-	-	-	-	-	638	63.80%	30	62
		<b>EMS - AMBULANCE</b>																
1525220	513015	Extra Duty Coverage	90,000	5460	10536	3109	12276	13735	3,201.08	15,287.07	-	-	-	-	63,604	70.67%	82,339	116,104
1525220	513017	Sick Hurt Coverage	46,000	0			655	6206	8,701.83	11,128.50	-	-	-	-	26,691	58.02%	7,076	7,903
1525220	513018	Personal Time Coverage	24,500	0				1374	0	1847.16	-	-	-	-	3,221	13.15%	6,678	6,678
1525220	513019	Holiday Pay	23,000	2271		1911	1749	3273	3,925.19	5,523.02	-	-	-	-	18,652	81.10%	17,143	20,431
1525220	513020	Vacation Coverage	-	848	0	636	2178	0	829.26	1449.72	-	-	-	-	5,941	0.00%	23,694	23,694
		<b>TOTALS</b>	<b>183,500</b>	<b>8579</b>	<b>10,536</b>	<b>5,656</b>	<b>16,858</b>	<b>24,588</b>	<b>16,657</b>	<b>35,235</b>	-	-	-	-	<b>118,110</b>	<b>64.37%</b>	<b>136,930</b>	<b>174,810</b>
		<b>SANITARY SEWER</b>																
2623071	513010	WRBP	7500	2,063	4,322	2,924	4,163	2,903	3,231	4,087	0	0	0	0	23,694		7,341	11,610
2623072	513010	Sewer Maintenance	7500	0	0	0	136	0	0	0	0	0	0	0	136		236	236
		<b>TOTALS</b>	<b>15,000</b>	<b>2063</b>	<b>4322</b>	<b>2924</b>	<b>4299</b>	<b>2903</b>	<b>3231.43</b>	<b>4087.29</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>23,830</b>	<b>158.86%</b>	<b>7,576</b>	<b>11,846</b>
2719067	513010	<b>INTERNAL SERVICE</b>	5,500	2433	3318	3268	3696	2666	2,783	4,706	-	-	-	-	22,870	415.82%	5,574	9,879
			<b>1,138,290</b>	<b>127,192</b>	<b>138,412</b>	<b>119,277</b>	<b>152,866</b>	<b>122,950</b>	<b>162,396</b>	<b>266,639</b>					<b>1,089,732</b>		<b>996,516</b>	



### Motor Vehicle Registration:

Report as of Date: FISCAL YEAR	Through 1/31/2026 BUDGET	Year to date Revenue	Municipal Transportation Revenue	Total Motor Vehicle Revenue	% of Budget
2020	\$3,085,000	\$1,768,847	\$54,825	\$1,823,672	59.1%
2021	\$3,150,000	\$1,761,307	\$55,800	\$1,817,107	57.7%
2022	\$3,270,000	\$1,936,682	\$57,000	\$1,993,682	61.0%
2023	\$3,500,000	\$1,947,919	\$56,830	\$2,004,749	57.2%
2024	\$3,600,000	\$1,993,731	\$57,655	\$2,051,386	57.0%
2025	\$3,700,000	\$2,193,226	\$59,770	\$2,252,996	60.9%
2026	\$3,900,000	\$2,156,217	\$57,960	\$2,214,177	56.8%

	2025-26	2024-25	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
July	17	17	2	9	8	5	10	24	18
August	15	10	4	7	8	9	10	10	15
September	8	5	14	2	4	7	7	4	3
October	6	8	4	3	8	7	10	6	4
November	8	3	2	6	3	7	3	3	4
December	0	0	0	0	0	0	0	0	0
January	11	6	7	6	4	0	11	11	6
February		0	8	15	11	9	10	6	6
March		27	11	9	15	6	4	8	11
April		9	11	10	14	19	8	5	8
May		15	19	16	8	13	3	9	12
June	65	17	14	10	9	13	8	1	3

### Parks & Recreation Facility Use Requests:

### Pending Grievances Summary:

Date of Grievance	Union	Subject	Status	Cost thru 1/31/2026
		None		

### Impact Fee Revenues:

Impact Fees					
	Available	YTD Revenue	Transfer Out		Available
	7/1/2025		Encumbered	Expended	Balance
School	\$222,931.92	\$107,444.18	\$ 33,784.63	\$ 58,090.00	\$238,501.47
Police	\$27,610.45	\$8,484.37	\$ 12,309.29	\$929.90	\$22,855.63
Fire	\$42,369.87	\$18,868.38	\$ 2,838.33	\$ 12,995.00	\$45,404.92
Parks	\$91,348.32	\$29,138.86	\$ 72,663.33	\$0.00	\$47,823.85
Roads	\$58,816.80	\$25,997.90	\$15,833.33	\$0.00	\$68,981.37
Library	\$46,044.80	\$15,575.34	\$ 3,413.33	\$ 11,920.00	\$46,286.81
Total	\$489,122.16	\$205,509.03	\$140,842.26	\$83,934.90	\$469,854.03

**Reserve Fund Balances:**

	Balance as of 1/31/26
<b>CITY</b>	
Non-Capital Reserve Account	\$ 257,307.32
Accrued Leave Reserve Account	\$ 341,203.34
Health Insurance Stabilization Account	\$ 200,277.51
Winter Maintenance Reserve Account	\$ 118,788.51
Welfare Reserve	\$ 26,693.40
Parking Kiosk Reserve	\$ 50,404.67
LED Light Replacement Reserve	\$ 13,132.38
Street and Highway Project Reserve	\$ 58,079.10
Bridge Repair and Reconstruction Reserve	\$ 1,093.69
Motorcycle Week Account	\$ 8,423.99
<b>SCHOOL</b>	
Special Education Reserve	\$ 1,189,162.93
School Construction	\$ 106,943.03
School Health Insurance Stabilization	\$ 704,355.55
Education Stabilization	\$ 1,421,294.63
LHS BNH Stadium Repair and Upgrade	\$ 217,299.78

TIF FINANCE SUMMARY							
	7/1/2025	REVENUE		EXPENSES		Balance	
	Balance	Budgeted	YTD	Budgeted	YTD	Year-end Budgeted	1/31/2026
Downtown	\$644,144	\$325,000	\$325,000	\$512,117	\$434,691	\$457,027	\$534,452
Lakeport	\$154,018	\$0	\$0	\$25,000	\$0	\$129,018	\$154,018
Weirs	\$110,804	\$230,000	\$230,000	\$208,800	\$157,303	\$132,004	\$183,501

**Codes Office Statistics:**

	Building permits issued	Building/Code inspections	Demo permits issued	Property maintenance action
January 2026	31	57	1	3
January 2025	51	64	3	1

YTD Building Permits (7/1/25 – 1/31/2026): 387      January 2026 Short Term Rental Inspections: 4

YTD Building Permits (7/1/24 – 1/31/2025): 327      January 2025 Short Term Rental Inspections: 0

**Boat Taxes:**

Report as of Date:	Through 1/31/2026		
FISCAL YEAR	BUDGET	Year to date Revenue	% of Budget
2021	\$100,000	\$34,975	34.98%
2022	\$110,000	\$29,835	27.12%
2023	\$120,000	\$28,231	23.53%
2024	\$120,000	\$31,951	26.63%
2025	\$120,000	\$26,936	22.45%
2026	\$105,000	\$28,017	26.68%

	General Fund Revenues*			General Fund Expenditures		
		Realized as of 1/31/2025			Realized as of 1/31/2026	
	Budgeted	Amount		Budgeted	Amount	
2022	\$ 9,026,499	\$5,828,142	64.57%	\$32,502,933	\$20,000,452	61.53%
2023	\$ 10,991,625	\$7,518,279	68.40%	\$32,527,791	\$19,001,672	58.41%
2024	\$ 10,821,135	\$7,603,390	70.26%	\$34,987,789	\$20,983,098	59.97%
2025	\$ 12,347,700	\$7,871,350	63.75%	\$36,950,979	\$21,704,747	58.87%
2026	\$ 14,367,450	\$9,454,456	65.80%	\$40,380,892	\$23,825,414	59.00%

\* Does not include property tax collections noted elsewhere in this report

#### EMS Billing History:

Laconia Fire Department EMS Billing Report						
Month 2026	# of Trips Billable	Gross Charge	Net Charge	Payments	Balance Due	
Jan	86	\$146,686.90	\$88,839.65	\$5,907.43	\$85,832.22	
Feb						
Mar						
Apr						
May						
June						
July						
Aug						
Sept						
Oct						
Nov						
Dec						
<b>Totals</b>						
January - Over 230 Incidents still in process						

Laconia Fire Department EMS Billing Report						
Month 2025	# of Trips 2023-24 Billable	Gross Charge	Net Charge	Payments	Balance Due	
Jan	142	\$243,854.07	\$106,090.90	\$70,321.38	\$9,822.70	
Feb	220	\$390,277.13	\$167,218.88	\$107,491.72	\$33,953.16	
Mar	196	\$335,484.59	\$135,266.06	\$95,420.23	\$15,575.55	
Apr	169	\$295,487.29	\$121,665.16	\$82,750.76	\$17,071.69	
May	184	\$332,821.95	\$140,186.60	\$90,231.01	\$33,510.70	
June	195	\$351,099.79	\$187,376.88	\$94,648.21	\$59,564.75	
July	221	\$406,983.42	\$190,055.36	\$117,836.80	\$39,243.92	
Aug	210	\$363,795.55	\$175,443.99	\$100,231.31	\$53,674.27	
Sept	203	\$359,033.49	\$162,562.36	\$86,119.91	\$73,359.09	
Oct	249	\$423,022.48	\$207,552.29	\$81,714.34	\$122,967.13	
Nov	229	\$368,722.62	\$166,104.54	\$52,198.90	\$111,675.02	
Dec	156	\$268,817.80	\$139,691.26	\$6,309.81	\$132,101.61	
<b>Totals</b>	<b>2374</b>	<b>\$4,139,400.18</b>	<b>\$1,899,214.28</b>	<b>\$985,274.38</b>	<b>\$702,519.59</b>	
Estimated Annual Billable Trip Volume = 2,374						
Estimated Annual Revenue = \$ 1,300,000.00						
December - Over 170 Incidents still in process						

Storm Cost Summary - Per Storm Event										
Date	Condition	OT Hrs.	Double OT Hrs.	OT Cost	OS Contractors	Tons Salt	Cost Salt	Tons Sand	Cost Sand	Total Storm Cost
1/1	Snow + Treatment	70		\$2,800		174	\$13,920	36	\$616	\$17,336
1/5	Treatment	22		\$880		177	\$14,160	32	\$547	\$15,587
1/6	Snow + Treatment	68		\$2,750	\$2,818	68	\$5,440	14	\$239	\$11,217
1/10	Snow + Treatment	47		\$1,880	\$2,818	73	\$5,540	21	\$359	\$10,897
1/15-19	Snow + Treatment	382		\$15,280	\$5,636	368	\$29,440	32	\$547	\$50,903
1/21	Treatment	68		\$2,720		104	\$8,320			\$11,040
1/24	Treatment	26		\$1,040		73	\$5,840			\$6,880
1/25-26	Snow	456	12	\$19,200		318	\$25,440			\$44,640
1/29	Snow	106		\$4,240	\$7,419					
		<b>1245</b>	<b>12</b>	<b>\$50,760</b>	<b>\$27,145</b>	<b>1282</b>	<b>\$108,400*</b>	<b>135</b>	<b>\$2,309</b>	<b>\$180,160</b>

XX/XX & XX/XX - Salt and sand usage included in one highlighted entry

\* Defined as salt that has been placed on the road.

Allocations	Budget	Expended This Month	Expended To Date	Balance Thru 1/31/2026
Winter Maintenance	\$235,000	\$71,753	\$213,525	\$21,475
Winter Maintenance Outside Contractors	\$55,000	\$18,691	\$32,781	\$22,219
Winter Maintenance overtime	\$94,500	\$50,760	\$102,835	(\$12,835)

**LACONIA CITY COUNCIL AGENDA  
FEBRUARY 9, 2026**

**STAFF REPORT  
AGENDA ITEM 21.A.  
ORDINANCE 2026-235-41, 70 – AMENDING CHAPTER 235, ZONING,  
RELATIVE TO ARTICLE VII, SUPPLEMENTARY PROVISIONS, SECTION  
235-41, RESIDENTIAL ACCESSORY USES; AND ARTICLE XI, ZONING  
BOARD OF ADJUSTMENT, SECTION 235-70, POWERS AND DUTIES OF  
ZONING BOARD OF ADJUSTMENT**

**Discussion:** This proposed amendment to the Zoning Ordinance is intended to address conflicting and confusing language within the short-term lodging regulations. The City's legal counsel has drafted the proposed language in accordance with state law and recent NH Supreme Court decisions. This proposed language includes better defined performance standards and requirements to allow for greater enforcement. Additionally, after further discussion with legal counsel, the Special Exception application will be updated by the Planning Department to require applicants to sign and acknowledge their obligation to comply with the requirements for Short-Term Lodging as outlined in the City Code.

In accordance with Article XIV of the Zoning Ordinance, the Planning Board held a public hearing on and unanimously approved the proposed Ordinance at its November 3, 2025 meeting.

**Fiscal Impact:** There is no direct and immediate fiscal impact to the City.

**Staff Recommendation:** The Planning Department recommends that the City Council review the proposed amendment and schedule a public hearing or refer it back to the Planning Board for further review.

**This Report Submitted By:** Tyler Carmichael, Assistant Planning Director

**Proposed Motions:**

*"I move to waive a reading of Ordinance 2026-235-41, 70 in its entirety and to read by title only."*

*"I move to conduct a first reading of Ordinance 2026-235-41, 70 amending Chapter 235, Zoning, Article VII, Supplementary Provisions, Section 235-41, Residential Accessory Uses, and Article XI, Zoning Board of Adjustment, Section 235-70, Powers and Duties of Zoning Board of Adjustment."*

*"I move to schedule a public hearing on February 23, 2026 during the regular City Council meeting to gather input prior to adoption."*

-OR-

*"I move to refer the proposed amendment with the City Council's recommended changes to the Planning Board for further review and approval."*

## CURRENT LANGUAGE

### Chapter 235. Zoning

#### Article VII. Supplementary Provisions

##### § 235-41. Residential accessory uses.

M. Short-term lodging. The use is regulated to preserve the traditional character of residential neighborhoods that can be negatively impacted by this type of use and to help preserve the quality and quantity of the housing stock for year-round residential use. A permit to use a unit of housing for short-term lodging must be obtained from the Planning Department using the criteria prescribed below, and the following restrictions and/or conditions apply:

(1) Permitted or prohibited in the following zones:

- (a) Permitted in the Commercial Resort (CR) and Shorefront Residential (SFR) Zones with no limitations on the number of separate rental periods.
- (b) Prohibited in the Industrial (I), Industrial Park (IP) and Airport Industrial (AI) Zones.
- (c) Prohibited in all other zones except when the property is owner-occupied.

[1] Short-term lodging in an owner-occupied property is considered an allowed accessory use only if the owner of the property resides on the property for not less than 150 days a year.

[2] In all zones, both an accessory dwelling unit (ADU) allowed by a special exception granted by vote of the Zoning Board of Adjustment, and the associated primary housing unit are prohibited from being used for short-term lodging.

- (d) Permitted in the Residential Single-Family (RS), Residential General (RG), and Residential Rural (RR1) Zones in a seasonal dwelling unit for a maximum of 15 separate rentals or a maximum of 120 nights, whichever occurs first. In a seasonal dwelling unit, short-term rentals are allowed in the above mentioned districts only from May 1 to October 31 of each year; short-term rentals are prohibited at any other time. A seasonal dwelling unit for this purpose is defined as:

[1] A dwelling unit that is occupied only between May 1 and October 31 of each year.

[2] The dwelling unit has less than 1,400 square feet of living space.

[3] There is only one dwelling unit on the associated lot.

- (e) Permitted in the Residential Single-Family (RS), Residential General (RG),

## CURRENT LANGUAGE

Residential Rural (RR1), Residential Rural Corridor (RR2), and Urban Commercial (UC) Zones by special exception granted by the Zoning Board of Adjustment using the criteria specified in § 235-70C(2). Properties granted a special exception are also subject to all other provisions regulating short-term lodging specified below or elsewhere in the Zoning Ordinance.

- (2) A short-term lodging application will be reviewed and approved or denied by the Planning Department as an administrative decision to determine suitability for this use in a particular dwelling unit, using the following criteria:
  - (a) The owner of a proposed short-term lodging unit shall apply for the administrative decision and pay the review and abutter notification fees.
  - (b) The owner of a proposed short-term lodging unit shall provide the same agent information as required by RSA 540:1-b.
  - (c) As part of the application approval process, the dwelling unit must pass a joint inspection by the Fire Department and the Building Code Enforcement Department which shall be limited to the following:
    - [1] Smoke/CO detectors must be installed in areas defined by the City's adopted codes and must be functioning.
    - [2] All windows or doors designed to open must be able to be opened to provide emergency egress.
    - [3] No basement space shall be used as sleeping areas unless there are properly sized egress windows and/or doors conforming to the City's adopted codes.
    - [4] A functional fire extinguisher shall be visibly installed in any kitchen area.
    - [5] To determine maximum occupancy of the dwelling unit, floor space square footage shall be confirmed to conform to the City's adopted codes.
    - [6] To determine maximum number of vehicles allowed per rental, driveway capacity shall be confirmed. On-street parking shall not be allowed.
    - [7] Safety concerns reported by lodgers or abutters may require another inspection.
    - [8] If applicable, seasonal qualification of the unit will be confirmed.
- (3) The owner of a short-term lodging unit will be responsible for:
  - (a) Removal of trash in accordance with the City's ordinance.

## CURRENT LANGUAGE

- (b) Ensuring that all parking of vehicles is on site.
  - (c) Ensuring that occupancy limits are not exceeded.
  - (d) Ensuring adherence to the Noise Ordinance (Chapter 167).
  - (e) Any other site specific conditions imposed as part of the approval.
- (4) Short-term lodging applications shall be reviewed and approved or denied within 30 days of receipt of a complete application. Notice of the approval or denial will be mailed to the applicant and abutters as defined in RSA 672:3. An aggrieved party may appeal a decision granting or denying an administrative permit to the Zoning Board of Adjustment within 30 days of the decision. The Zoning Board of Adjustment may affirm, reverse or modify the decision appealed.
- (5) Approval for short-term lodging use will be in effect for two years from date of approval and must be renewed every two years from date of first approval according to the fee schedule defined in § 235-92 of this chapter. Approval is owner specific; change of ownership shall require a new application.
- (6) Approvals may be revoked for failure to comply with this chapter or with any conditions of approval imposed as part of the approval. In general, the first violation of a requirement will result in a warning; the second in a civil penalty of \$275 for each day of violation; and the third in a revocation of the approval. If a revocation occurs, the owner may not apply for reinstatement for a period of one year.
- (7) Using a dwelling unit for short-term lodging without an administrative approval, or after a previous approval has expired or was revoked, will subject the property owner to fines and penalties outlined in § 235-82 of this chapter.

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### Chapter 235. Zoning

#### Article XI. Zoning Board of Adjustment

#### § 235-70. Powers and duties of Zoning Board of Adjustment.

##### C. Granting of special exceptions.

- (2) The Zoning Board of Adjustment shall grant a request for a special exception only where it confirms in writing each of the following findings: [Amended 2-10-2020 by Ord. No. 2020-235-70]
- (a) For short-term lodging, the following is to be used:
    - [1] The use is specifically authorized in the chapter.



## CURRENT LANGUAGE

- [2] The requested use will not increase demand for municipal services.
- [3] Any special provisions for the use as set forth in this chapter are fulfilled.
- [4] The requested use will not create hazards to the health, safety, or general welfare of the public.
- [5] The requested use meets one of the two following criteria:
  - [a] The applicant can demonstrate that the use in question has been common practice at this specific property and structure for a period of not less than five years prior to the enactment of the Short-Term Lodging Ordinance; or
  - [b] The applicant can offer convincing evidence that granting the special exception for this property includes a general community benefit that rises above the financial gains of the applicant.
- (b) For all other special exceptions, the following is to be used:
  - [1] The use requested is specifically authorized in this chapter.
  - [2] The requested use will not create undue traffic congestion or unduly impair pedestrian safety.
  - [3] The requested use will not overload any public water, drainage or sewer system or any other municipal system, nor will there be any significant increase in stormwater runoff onto adjacent property or streets.
  - [4] The requested use will not create excessive demand for municipal police, fire protection, schools or solid waste disposal services.
  - [5] Any special provisions for the use as set forth in this chapter are fulfilled.
  - [6] The requested use will not create hazards to the health, safety, or general welfare of the public, nor be detrimental to the use of or out of character with the adjacent neighborhood.
  - [7] The proposed location is appropriate for the requested use.
  - [8] The requested use is consistent with the spirit and intent of this chapter and the Master Plan.

**PROPOSED LANGUAGE**

**ORDINANCE**

**ORD 2026-235-41, 70**

**CITY OF LACONIA**

In the year of our Lord two thousand and twenty-six

**AN ORDINANCE AMENDING CHAPTER 235, ZONING, RELATIVE TO ARTICLE VII, SUPPLEMENTARY PROVISIONS, SECTION 235-41, RESIDENTIAL ACCESSORY USES; AND ARTICLE XI, ZONING BOARD OF ADJUSTMENT, SECTION 235-70, POWERS AND DUTIES OF ZONING BOARD OF ADJUSTMENT**

The City of Laconia ordains:

That the Ordinances of the City of Laconia, as amended, be further amended in Chapter 235 as follows:

Chapter 235. Zoning

Article VII. Supplementary Provisions

§ 235-41. Residential accessory uses.

M. Short-term lodging. The use, or the making available for use, of a single-family dwelling unit for dwelling, lodging, or sleeping purposes, wherein any individual guest rents or occupies the entire dwelling unit for a period of less than 15 consecutive calendar days. For purposes of this Chapter, this use does not include the rental or occupancy of a residential accessory structure, residential accessory dwelling unit, a tent, a trailer or a mobile unit. In the case of a single parcel containing more than one dwelling unit, each dwelling unit constitutes a separate short-term residential rental use. All other zoning regulations shall apply.

(1) Use is permitted by right in the following Districts:

- (a) Commercial Resort (CR)
- (b) Shorefront Residential (SFR)

(2) Use is permitted by Special Exception in the following Districts:

- (a) Residential Rural (RR1)
- (b) Residential Rural Corridor (RR2)
- (c) Residential Single-Family (RS)
- (d) Residential General (RG)

## **PROPOSED LANGUAGE**

- (e) Residential Apartment (RA)
  - (f) Urban Commercial (UC)
  - (g) Commercial (C)
- (3) All short-term lodging units, whether permitted as of right or by special exception, must provide documentation that the dwelling unit meets the following criteria:
- (a) The dwelling unit is a single-family home with no accessory dwelling unit.
  - (b) The owner of the short-term lodging unit has provided the same agent information as required by RSA 540:1-b.
  - (c) The dwelling unit has the following life safety features:
    - [1] Smoke and carbon monoxide detectors must be installed in areas defined by the City's adopted codes and must be functioning;
    - [2] All windows or doors designed to open must be able to be opened to provide emergency egress;
    - [3] No basement space must be used as sleeping areas unless there are properly sized egress windows and/or doors conforming to the City's adopted codes;
    - [4] A functional fire extinguisher must be visibly installed in all kitchen areas;
    - [5] Safety concerns reported by lodgers or abutters may require inspection by the City's Zoning Technician to confirm compliance with the Ordinance.
  - (d) The maximum number of vehicles allowed per short term lodging unit is limited to the driveway capacity; no on-street parking is allowed;
  - (e) The owner and all tenants must adhere to the City's Noise Ordinance.
  - (f) No signage advertising the property as a short-term rental is permitted.
  - (g) The owner must display their Meals and Rooms (Rentals) license issued by the New Hampshire Department of Revenue Administration in accordance with State laws and regulations.
  - (h) In those districts specified in § 235-41 M.(2), a short-term lodging unit must obtain a Special Exception in accordance with the criteria listed in § 235-70, as well as the following requirements:

## **PROPOSED LANGUAGE**

- [1] The use is limited to a single residential dwelling unit that is the owner's primary residence. The owner must submit proof of primary residency in accordance with this ordinance with an application for a Special Exception; and
  - [2] The owner must submit a copy of their Meals and Rooms (Rentals) license issued by the New Hampshire Department of Revenue Administration with an application for a Special Exception; and
  - [3] The owner must submit a copy of their proposed rental agreement for the property with an application for a Special Exception. The proposed agreement must include all the provisions of the City's Short-Term Lodging and Noise ordinances verbatim for all tenants to acknowledge; and
  - [4] The dwelling unit must not be used for short-term lodging for more than 120 days per year; and
  - [5] The property owner must submit to the Planning Department an annual report that includes the following information:
    - [a] The total number of bookings and listings for the prior year; and
    - [b] The total number of days rented for the prior year; and
    - [c] Proof of primary residency in accordance with this ordinance; and
    - [d] A copy of their current Meals and Rooms (Rentals) license issued by the New Hampshire Department of Revenue Administration; and
    - [e] A copy of the current rental agreement for the property that includes all the provisions of City's Short-Term Lodging and Noise ordinances verbatim for all tenants to acknowledge.
- (4) The owner of a short-term lodging unit is responsible for:
- (a) Removal of trash in accordance with the City's ordinance.
  - (b) Ensuring that all vehicle parking associated with the use shall comply with applicable parking regulations, and vehicles of guests and invitees must not obstruct traffic or access to other properties in the area.
  - (c) Ensuring that occupancy limits are not exceeded.
  - (d) Ensuring adherence to the City's noise regulations.
  - (e) Any other site-specific conditions imposed as part of the approval.

## PROPOSED LANGUAGE

(5) Violations of these provisions shall be subject to penalties as set forth in §235-82.

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### Chapter 235. Zoning

#### Article XI. Zoning Board of Adjustment

##### § 235-70. Powers and duties of Zoning Board of Adjustment.

##### C. Granting of special exceptions.

- (2) The Zoning Board of Adjustment shall grant a request for a special exception only where it confirms in writing each of the following findings:
- (a) The use requested is specifically authorized in this chapter.
  - (b) The requested use will not create undue traffic congestion or unduly impair pedestrian safety.
  - (c) The requested use will not overload any public water, drainage or sewer system or any other municipal system, nor will there be any significant increase in stormwater runoff onto adjacent property or streets.
  - (d) The requested use will not create excessive demand for municipal police, fire protection, schools or solid waste disposal services.
  - (e) Any special provisions for the use as set forth in this chapter are fulfilled.
  - (f) The requested use will not create hazards to the health, safety, or general welfare of the public, not be detrimental to the use of or out of character with the adjacent neighborhood.
  - (g) The proposed location is appropriate for the requested use.
  - (h) The requested use is consistent with the spirit and intent of this chapter and the Master Plan.

These amendments shall take effect upon their passage.

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Mike Bordes, Mayor

Passes and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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Katie Gargano, City Clerk

**LACONIA CITY COUNCIL AGENDA  
FEBRUARY 9, 2026**

**STAFF REPORT  
AGENDA ITEM 21.B.  
REVIEW OF LIST OF ITEMS INCLUDED UNDER “COMMITTEE REPORTS”  
ON THE CITY COUNCIL AGENDA**

**Discussion:** Removal of any items listed on the City Council agenda under the “Committee Reports” section requires a recommendation from the various subcommittees to remove items, followed by a vote of the full City Council.

Following is a list of items recommended for removal by the Government Operations & Ordinances Subcommittee at their January 28, 2026 meeting:

- Proposed Historic Overlay District
- Time Frame for Demolition Permits

Following is a list of items recommended for removal by the Public Works Subcommittee at their February 2, 2026 meeting:

- Retaining Wall Policy
- Discussion for converting from a manual to an automated solid waste curbside collection service

Following is a list of items recommended for removal by the Finance Subcommittee at their January 27, 2026 meeting:

- WOW Trail funding
- Downtown TIF Financing

**Fiscal Impact:** Not applicable.

**Staff Recommendation:** Not applicable.

**This report submitted by:** Kirk Beattie, City Manager

**Proposed motion:** If the Council wishes to remove any or all of the items listed above, the following motion is provided:

***“I move to approve the removal of the following items from the Committee Reports section of the City Council agenda: (list items). “***

**LACONIA CITY COUNCIL AGENDA  
FEBRUARY 9, 2026**

**STAFF REPORT  
AGENDA ITEM 21.C.  
REVIEW OF LIST OF ITEMS INCLUDED UNDER “FUTURE AGENDA  
ITEMS” ON THE CITY COUNCIL AGENDA**

**Discussion:** Removal of any items listed on the City Council agenda under the “Future Agenda Items” section requires approval by the Council.

Following is a list of items that currently are listed under “Future Agenda Items” on the City Council agenda:

- Master Plan
- Milfoil Treatment funding requests
- Sewer & Water Master Plan
- Single Stream Recycling/Concord Co-op/Solid Waste disposal cost reductions
- Strategic Planning/Goal Setting
- WOW Trail
- Weirs Beach Restoration Project
- Fair St/Court St traffic problems and accidents

Please note that if items are removed from the “Future Agenda Items” section, they can be reinstated on the list at any time by vote of the Council.

**Fiscal Impact:** Not applicable.

**Staff Recommendation:** Not applicable.

**This report submitted by:** Kirk Beattie, City Manager

**Proposed motion:** If the Council wishes to remove any of the items listed above, the following motion is provided:

***“I move to approve the removal of the following items from the Future Agenda Items section of the City Council agenda: (list items). “***

**LACONIA CITY COUNCIL AGENDA  
FEBRUARY 9, 2026**

**STAFF REPORT  
AGENDA ITEM 21.D.  
DISCUSSION REGARDING REPEAL OF ORDINANCE 2025-5-20, 5-32, 5-33  
SECTION 5-32 RELATING TO THE HUMAN RELATIONS COMMITTEE**

**Discussion:** During the January 28, 2026, Government Operations and Ordinances Subcommittee meeting, the following motion was made:

**Councilor Conant made a motion to amend ordinance 5-32, striking the Human Relations Committee from the council committee list. Seconded by Councilor Bogert. Discussion: Councilor Hoffman does not like the idea of removing the committee from ordinance, he thinks the membership is fine and going to the appointments committee is a thorough process.**

**The motion *passed with two in favor.* 2-1 Councilor Hoffman was opposed**

Ordinance 2025-5-20, 5-32, 5-33 as it currently exists is attached.

**Fiscal Impact:** None

**Staff Recommendation:**

**This report submitted by:** Kirk Beattie, City Manager

**Proposed motion:**

*"I move to schedule a Public Hearing on February 23, 2026 regarding amending Ordinance 5-20, 5-32, 5-33, Section 5-32, to strike the Human Relations Committee from the Council committee list."*



CITY OF LACONIA

In the year of our Lord two thousand and twenty-five

**AN ORDINANCE AMENDING CHAPTER 5, ADMINISTRATION OF GOVERNMENT,  
ARTICLE III – BOARDS AND COMMISSIONS**

The City of Laconia ordains:

That the Ordinances of the City of Laconia, as amended, be further amended in Chapter 5 as follows:

**Chapter 5 Administration of Government  
Article III Boards and Commissions**

**ARTICLE III  
Boards and Commissions**

**§ 5-20. Establishment; appointments.**

A. There shall be at least the following boards, commissions and committees in the city:

- (1) Board of Assessors.
- (2) Personnel Advisory Board.
- (3) Planning Board.
- (4) Zoning Board of Adjustment.
- (5) Trustees of Trust Funds.
- (6) Board of Water Commissioners.
- (7) Public Library Trustees.
- (8) Parks and Recreation Commission.
- (9) Housing Board (Board of Housing Standards).
- (10) Building Code - Board of Appeal.
- (11) Board for the Examination and Licensing of Plumbers.
- (12) Licensing Board.
- (13) Conservation Commission.
- (14) Redevelopment and Housing Authority.
- (15) **Human Relations Committee**
- (16) Other committees and boards.

- B. All appointments to boards, commissions and committees shall be for the term appointed and until a successor shall have been appointed and qualified. Appointments for unexpired terms shall be for the remainder of that term and until a successor has been appointed and qualified. Unless specifically authorized by this chapter, other local ordinances or state law, no City employee shall serve as an appointee on any City board, commission or committee. A person appointed to any board, commission or committee is authorized to serve on more than one board, commission or committee at the same time, unless 1) doing so is prohibited by this chapter, other local ordinances or state law or 2) doing so would raise a conflict of interest due to the scope of the authority of the boards, commissions or committees the person serves on. **[Amended 11-22-2010 by Ord. No. 06.2010.06]**
- C. Appointments shall be made as provided by the New Hampshire Revised Statutes Annotated and the City Charter. If the appointing authority is not provided by the New Hampshire Revised Statutes Annotated or the City Charter, the appointing authority shall be as provided by ordinance.
- D. If the power to remove is not provided by the New Hampshire Revised Statutes Annotated, the City Charter or ordinance, the appointing authority shall have the power to remove for cause any member of a board, commission or committee.

#### **§ 5-21. Board of Assessors.**

- A. The three members of the Board of Assessors shall be appointed for three-year terms. One member shall be appointed each year.
- B. It is the duty of the Board of Assessors to assess all taxable property fairly, impartially and equitably in relationship to all other property so that no taxpayer pays more than his fair share of property taxes.
- C. The Board of Assessors shall hold hearings regarding the liability of persons to be taxed, assess property, distribute and receive forms relating to taxes, exemptions and appeals, grant abatements and perform all other functions required by law.
- D. The Board of Assessors shall, for each tax year, prepare and update monthly for inspection by the public a list of all abatements granted, the reasons for granting the abatement and the adjusted assessed value of the property.
- E. It shall perform all other related functions as required.

#### **§ 5-22. Personnel Advisory Board.**

- A. The three members of the Personnel Advisory Board shall be appointed for three-year terms. One member shall be appointed each year. One member shall be appointed by the City Manager, one by the City Council, and the third member shall be selected by the other two appointees.
- B. It is the duty of the Personnel Advisory Board to study the broad problems of personnel policy and administration, to advise the Council concerning personnel policies of the City and the Manager regarding the administration of the merit plan and to hear appeals from any employee aggrieved as to the status or condition of his employment.
- C. It shall perform all other related functions as required.

**§ 5-23. Planning Board.**

- A. The Planning Board shall consist of nine members. The membership, term and appointing authority shall be provided by ordinance.
- B. The Planning Board shall perform all the functions provided by Chapter 36 of the New Hampshire Revised Statutes Annotated and be subject to all provisions of said chapter.
- C. The Planning Board shall perform any other related function.

**§ 5-24. Zoning Board of Adjustment.**

- A. The composition, function and duties of the Zoning Board of Adjustment shall be as provided by Chapter 31 of the New Hampshire Revised Statutes Annotated and by ordinance.
- B. The Zoning Board of Adjustment shall perform any other related function.

**§ 5-25. Trustees of the Trust Funds.**

- A. There shall be three Trustees of Trust Funds who shall be appointed for three-year terms. One member shall be appointed each year.
- B. The Trustees of Trust Funds shall:
  - (1) Receive all trust funds which may be donated or bequeathed to any department, board or agency in the city.
  - (2) Invest said funds collectively or separately in such investments are legal for investment by Trustees of Trust Funds.
  - (3) Distribute income and principal in accordance with the purposes for which the trusts were established.
  - (4) Prepare and maintain complete records of all transactions.
  - (5) Comply with all other provisions of the New Hampshire Revised Statutes Annotated relating to Trustees of Trust Funds.
  - (6) Perform all other related functions as required.

**§ 5-26. Parks and Recreation Commission.**

- A. The composition and organization of the Parks and Recreation Commission shall be as provided by Chapter 31 of the New Hampshire Revised Statutes Annotated and by ordinance.
- B. The Commission shall have the power to adopt rules of procedure and prescribe regulations for the conduct of all business within its jurisdiction.
- C. It may authorize the collection of admission fees and may establish reasonable fees and charges.
- D. It shall establish the policy for the operation and improvement of the park and recreation system.
- E. It shall perform any other related function.

**§ 5-27. Housing Board.**

The composition, function and duties of the Housing Board shall be as provided by Chapter 48-A of the New Hampshire Revised Statutes Annotated and by ordinance.

**§ 5-28. Building Code Board of Appeal.**

The composition, function and duties of the Board of Appeal shall be as provided by Chapter 156 of the New Hampshire Revised Statutes Annotated and by ordinance.

**§ 5-29. Licensing Board.**

The composition, function and duties of the Licensing Board shall be as provided by Chapter 286:3 of the New Hampshire Revised Statutes Annotated and by ordinance.

**§ 5-30. Conservation Commission.**

- A. The City Council of the City of Laconia, New Hampshire, hereby does adopt the provisions of Chapter 36-A of the Revised Statutes Annotated of the State of New Hampshire, which chapter authorized the establishment of a Conservation Commission for the promotion and development of the natural resources and for the protection of the watershed resources of the city.
- B. There hereby is established the Laconia Conservation Commission, which shall consist of five members and up to three alternate members to be appointed by the Mayor, with the approval of the Council. In addition to the five members and three alternates, one member of the Laconia Planning Board and one member of the Laconia City Council will be appointed by the Mayor, with the approval of the Council, to act as advisory members to the Conservation Commission. The Mayor shall appoint the original Chairman for a term of three years and shall appoint the other original members so that two members shall have two-year terms and two members shall have one-year terms. The second-term Chairman shall be selected by the members from one of their number. All members and alternates thereafter appointed shall be for terms of three years. Any member of the Commission so appointed may, after a public hearing, if requested, be removed for cause by the City Council. **[Amended 4-29-1986 by Ord. No. 125-86.10; 12-14-2020 by Ord. No. 2020-5-30-B]**
- C. A vacancy occurring otherwise than by expiration of a term shall be filled for the unexpired term in the same manner as an original appointment.
- D. The duties and powers and terms of membership shall be as set forth in said Chapter 36-A.

**§ 5-31. Housing and Redevelopment Authority.**

- A. The City Manager is authorized to appoint a Laconia Housing and Redevelopment Authority with all the powers and duties prescribed by Chapter 169 of the Revised Laws of New Hampshire, as amended by Chapter 210 of the Laws of 1947 of New Hampshire and the Housing Act of 1949 of the United States government.
- B. Said Housing Authority is authorized to proceed with a study of the need of redevelopment of blighted areas and should have the right to accept and use gifts and grants for the exercise of its functions from any private or government source.

- C. The Laconia Housing and Redevelopment Authority be and hereby is invested with all powers which a Housing and Redevelopment Authority may possess and exercise under Revised Statutes Annotated Chapters 203 and 205, together with all other applicable laws of the United States of America and the State of New Hampshire and applicable ordinances of the City of Laconia.

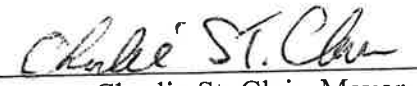
**§ 5-32. Human Relations Committee**

- A. The Human Relations Committee shall consist of 13 members. Members shall be appointed for staggered 3-year terms. To ensure staggered terms, the City Council Appointments Subcommittee will designate the initial term lengths.
- B. Appointment to the Human Relations Committee shall include (1) member appointed by the City Manager, (2) members appointed by the Mayor (does not expire until 3 year term expires), (9) members appointed by the City Council following interview and recommendation by the City Council Appointments Committee, and (1) member of the City Council appointed by the Council.
- C. The Human Relations Committee shall be comprised of only residents of the City of Laconia.
- D. The City Council's Government Operations and Ordinances Subcommittee shall create a Human Relations Committee Purpose Statement to identify the purpose of the subcommittee as well as to delineate its manner of operations, which shall be approved by the City Council prior to adoption. The Purpose Statement will be reviewed by legal counsel prior to approval by the full City Council. As the Human Relations Subcommittee operates at the behest of the City Council with no independent authority, the Purpose Statement shall be reviewed and ratified by the City Council every three years after adoption.

**§ 5-33. Other boards and committees.**

- A. Other boards and committees may be created from time to time in order to comply with the requirements of federal or state law or to act in an advisory capacity for a specific purpose.
- B. The composition, function, duties and duration of such boards and committees created shall be stated in this letter of appointment.
- C. The adoption of this chapter does not restrict the authority of the City Council from creating advisory boards or committees.

These amendments shall take effect upon their passage.

  
Charlie St. Clair, Mayor

Passes and approved this 22<sup>nd</sup> day of December, 2025.

  
Katie Gargano, City Clerk

LACONIA CITY COUNCIL AGENDA  
FEBRUARY 9, 2026

STAFF REPORT  
AGENDA ITEM 22.A.  
RESOLUTION 2026-02 – REQUEST FOR FUNDING FOR MILFOIL  
TREATMENT OF PAUGUS BAY AND LAKE OPECHEE

**Discussion:** The NHDES Exotic Species Program has awarded the City of Laconia a grant to fund up to 50% of project costs for aquatic plant control remediation in Paugus Bay and Lake Opechee. This is an annual project that removes invasive species currently present in Paugus Bay and Lake Opechee and mitigates their recurrence. NHDES works with the Planning Department to identify locations for plant control to be completed, hires contractors to complete work, and returns for post remediation testing.

The City’s share of the grant is \$57,100 which is 50% of the total cost of the project. The Lake Opechee Preservation Association (LOPA) has offered to reimburse the City for 50% of its share for remediation work in Lake Opechee. This effectively makes the total cost to the City \$52,407.81 which is a \$7,407.81 increase from last year’s appropriation of \$45,000. The cost breakdown is as follows:

Project Cost:	\$114,200.00
NHDES Grant:	(\$57,100.00)
<hr/>	
City Share:	\$57,100.00
LOPA Reimbursement:	(\$4,692.19)
<hr/>	
Total Cost to City:	\$52,407.81

At the January 26, 2026 City Council meeting a motion was approved to schedule a Public Hearing on this matter; that Public Hearing was held earlier this evening.

**Fiscal Impact:** The total cost to the City is \$52,407.81. The City’s share will be expended from the FY27 Administration Non-Departmental budget.

**Staff Recommendation:** The Planning Department recommends approving this grant acceptance and appropriation request as presented.

**This Report Submitted By:** Tyler Carmichael, Assistant Planner

**Proposed Motions:**

*“I move to waive a reading of Resolution 2026-02 in its entirety and to read by title only.”*

*“I move a second reading of Resolution 2026-02, relative to the acceptance of a 2026 NH Department of Environmental Services (NHDES) Exotic Aquatic Plant Control Grant in the amount of \$57,100.00 and appropriate \$57,100.00 to the Administration Non-Departmental account, as presented.”*

*“I move to approve Resolution 2026-02, relative to the acceptance of a 2026 NH Department of Environmental Services (NHDES) Exotic Aquatic Plant Control Grant in the amount of \$57,100.00 and appropriate \$57,100.00 to the Administration Non-Departmental account as presented, and to authorize the City Manager to sign all documents related to this matter.”*

**RESOLUTION**

**CITY OF LACONIA**

**RES-2026-02**

In the Year of Our Lord two thousand and twenty-six

**A RESOLUTION RELATIVE TO AUTHORIZING THE CITY MANAGER TO ACCEPT AND EXPEND A GRANT ON BEHALF OF THE CITY IN THE AMOUNT OF \$57,100.00 AND APPROPRIATE \$57,100.00 TO THE ADMINISTRATION NON-DEPARTMENTAL ACCOUNT FOR THE NHDES HERBICIDE TREATMENT AND EXOTIC AQUATIC PLANT CONTROL PROJECT**

Resolved by the City Council of the City of Laconia as follows:

WHEREAS, the Laconia City Charter, Section 5:06, requires the Council to designate the source of any money appropriated after the budget is adopted; and

WHEREAS, on occasion grants will be made to the City for various projects or areas of interest that are beneficial to the City and its residents; and

WHEREAS, the City has been awarded a New Hampshire Department of Environmental Services (NHDES) herbicide treatment and Diver/Diver Assisted Suction Harvesting (DASH) Grant in the amount of \$57,100.00 for 50% of the cost for an Exotic Aquatic Plant Control Project in portions of Paugus Bay and Lake Opechee;

NOW THEREFORE, the City Manager is hereby authorized, on behalf of the City, to accept and expend a grant in the amount of \$57,100.00 for the NHDES herbicide treatment and Exotic Aquatic Plant Control Project. The City Council further authorizes the establishment of a separate account(s) for a distinctly stated, public purpose that is not foreign to the City or incompatible with the objective of its organization. The City Council further authorizes the appropriation of \$57,100.00 from the General Fund to the Administration Non-Departmental account to cover the City's share of the cost for the project. The City Manager shall be the designated agent of the Council to carry out the objectives set forth herein.

This Resolution shall take effect after two readings and upon its passage.

Mike Bordes, Mayor

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2026

Katie Gargano, City Clerk



The State of New Hampshire  
**Department of Environmental Services**



Robert R. Scott, Commissioner

December 31, 2025

City of Laconia  
c/o Greyson Draper

Dear Mr. Draper:

Congratulations! The Department of Environmental Services (NHDES), Exotic Species Program has selected your exotic aquatic plant control project to receive grant funds in 2026. Below is a breakdown of total project cost(s), grant award (up to 50% of project costs), and costs to be incurred by local entities.

	Herbicide Treatment	Diver/DASH
<b>Total Cost</b>	\$88,600 (Up to 27 acres in Paugus Bay and up to 2.2 acres in Lake Opechee)	\$25,600 (Up to 20 days of diving)
<b>Grant Award</b>	\$44,300	\$12,800
<b>Local Cost</b>	\$44,300	\$12,800
<b>Service Provider</b>	SOLitude Lake Management, LLC	Aqualogic

**Total Grant Award: Up to \$57,100**

NHDES is now in the process of compiling the necessary paperwork to proceed with obtaining approval on this grant allocation. Attached to the transmittal email, please find several documents that pertain to the granting of funds to your group from NHDES for 2026.

**PLEASE READ CAREFULLY AND FOLLOW ALL INSTRUCTIONS BELOW- INCOMPLETE OR INCORRECTLY COMPLETED PAPERWORK WILL NEED TO BE RETURNED:**

Please print the Grant Agreement, Exhibits and Certificate of Authority (attached to email and specified below), on plain white paper, single-sided, and complete as detailed below:

- Grant Agreement:** Please have the appropriate person in your organization, who is authorized to sign on behalf of the organization:
  - complete lines 1.11 and 1.12 of the Grant Agreement.
  - This same person must initial and date the bottom right corner of each of the three pages of this document (there are no lines, but somewhere down in the bottom right corner of each page is fine)
  - The original inked document must be sent to NHDES by snail mail.
- Exhibits:** Each of the pages in the Exhibits A-C document must be initialed and dated, on the bottom right, by the same person who completed the Grant Agreement in #1 above and should have the same date as that for when the Grant Agreement was signed. The original inked document must be sent to NHDES by snail mail.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
(603) 271-3503 • Fax: 271-7894 TDD Access: Relay NH 1-800-735-2964



3. **Certificate of Authority:** This form is confusing, please read carefully here: This is a certificate that verifies that the person who signs the Grant Agreement in #1 above is in a position that is authorized to do so.
- i. This form must be completed by someone other than the person who signed/initialed the Grant Agreement and Exhibits in #1 and #2 above.
  - ii. This second person fills out the form and puts the name of the entity authorized to sign on the appropriate line. See example below.
  - iii. This form must be dated before, or on the same date, that items #1 and #2 above are completed.
  - iv. This original inked document must be snail mailed to NHDES.

*For example:* If the President of your organization filled out the Grant Agreement and initialed and dated the pages of the Grant Agreement, and initialed and dated the pages of the Exhibits, then *someone else* like the Treasurer, Vice President, Secretary, or other officer will serve as the “certifying officer” and can fill out the Certificate of Authority, verifying, in their own capacity, that the President was authorized to sign the Grant Agreement and initial the Exhibits. Basically, *the person who fills out the grant agreement cannot fill out this Certificate, they can only be named on it as the person authorized to sign the grant agreement for your group.*

4. **Certificate of Insurance-** If your group carries insurance and/or worker’s comp please ask your insurance agent to send a one-page certificate to me. Please list NHDES, 29 Hazen Drive, Concord, NH 03301 on the bottom left of the Certificate of Insurance. If you do not have insurance or workers compensation, that is OK, but I am required to ask if it is available. If you do not have insurance coverage for your group, simply email and let me know. If you do have insurance, that certificate can be emailed to me at Georgia.E.Bunnell@des.nh.gov.

**Items #1-3 should be completed, and the original inked documents returned to my attention at the address listed in the footer of the letterhead, at your earliest convenience, but no later than February 13, 2026.**

**Item #4 can be emailed to me at Georgia.E.Bunnell@des.nh.gov.**

All payments/disbursements on the grant will be made on a reimbursement basis upon submission of appropriate invoicing for services or materials rendered, and the appropriate match percent will be applied to each invoice received by NHDES. Please email invoices as you receive them (please don’t hold them until the project is complete).

*Please note that the contractual process cannot begin until we have all of the completed paperwork from your group. Your rapid attention in preparing these documents and returning them to me is much appreciated, and it will aid in expediting this frequently lengthy grant approval process.*

I will be working on preparing and/or updating (as appropriate) a long-term management plan for your waterbody. Once it is fully drafted, I will be sending it to you electronically for review. In late February, I will

be sending it to the contractor(s) who will be performing the control actions for your waterbody, so they can use it for planning purposes.

If you have not already done so, please confirm with the contractor(s) listed in the table above that you accept their bid and would like to secure their services as outlined in the bid(s) for 2026.

If you have questions at any point during the grant process, or would like clarification on how to complete the paperwork, please do not hesitate to contact me at [Georgia.E.Bunnell@des.nh.gov](mailto:Georgia.E.Bunnell@des.nh.gov). *Paperwork that is not completed correctly will need to be returned, and this will delay the grant processing.*

Sincerely,

A handwritten signature in black ink that reads "Georgia Bunnell". The signature is written in a cursive, flowing style.

Georgia Bunnell  
Exotic Species Program Coordinator



## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

## 1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Department of Environmental Services		<b>1.2. State Agency Address</b> 29 Hazen Drive, Concord, NH 03302-0095	
<b>1.3. Grantee Name</b> City of Laconia		<b>1.4. Grantee Address</b> 45 Beacon Street, East Laconia, NH 03246	
<b>1.5 Grantee Phone #</b> 603-527-1264	<b>1.6 Account Number</b> 442010-1430-073	<b>1.7. Completion Date</b> December 31, 2026	<b>1.8. Grant Limitation</b> \$57,100
<b>1.9. Grant Officer for State Agency</b> Georgia Bunnell		<b>1.10. State Agency Telephone Number</b> 603-271-2248	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b>		<b>1.12. Name &amp; Title of Grantee Signor 1</b>	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
<b>1.13 State Agency Signature(s)</b>		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Robert R. Scott, Commissioner	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b>			
By: Assistant Attorney General, On:     /     /			
<b>1.16. Approval by Governor and Council (if applicable)</b>			
By: On:     /     /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Initials \_\_\_\_\_  
Date \_\_\_\_\_

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Initials \_\_\_\_\_  
Date \_\_\_\_\_

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
  15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
  16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
  17. INSURANCE.
  - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
    - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
    - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
  - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
  18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
  19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
  20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
  21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
  22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Initials \_\_\_\_\_  
Date \_\_\_\_\_



**ATTACHMENT A  
BUDGET ESTIMATES  
CITY OF LACONIA**

**DIVING – PAUGUS BAY AND LAKE OPECHEE**

<b>Item/Service</b>	<b>Cost</b>
20 days of diving, with proper disposal of harvested materials.	\$25,600
<b>Total</b>	<b>\$25,600*</b>

\*NHDES will pay 50% of the total project cost, up to \$12,800.

**HERBICIDE – PAUGUS BAY**

<b>Item/Service</b>	<b>Cost</b>
Permitting	\$2,640
Milfoil herbicide treatment	\$39,150
Water violet herbicide treatment	\$21,970
Residue sampling	\$5,900
Post-treatment survey	\$1,100
State reporting	\$1,000
<b>Total</b>	<b>\$71,760*</b>

\*NHDES will pay up to 50% of the total project cost, up to \$35,880.

**HERBICIDE – LAKE OPECHEE**

<b>Item/Service</b>	<b>Cost</b>
Permitting	\$1,430
Milfoil herbicide treatment	\$5,360
Water violet herbicide treatment	\$4,960
Residue sampling	\$3,140
Post-treatment survey	\$950
State reporting	\$1,000
<b>Total</b>	<b>\$16,840*</b>

\*NHDES will pay up to 50% of the total project cost, up to \$8,420.





**LACONIA CITY COUNCIL AGENDA  
FEBRUARY 9, 2026**

**STAFF REPORT  
AGENDA ITEM 22.B.  
TERMINATION OF THE INTER-MUNICIPAL AGREEMENT BETWEEN THE  
CITY OF LACONIA AND THE TOWN OF GILFORD GOVERNING THE  
DEVELOPMENT OF THE LAKES BUSINESS PARK**

**Discussion:** In May of 2001, an Inter-Municipal Agreement was signed governing the joint economic activities between the City of Laconia and the Town of Gilford related to Lakes Business Park in the area better known as Hounsell Av.

The Town of Gilford voters have authorized their Board of Selectman to negotiate and execute a successor agreement with the City of Laconia.

A draft successor agreement and original intermunicipal agreement are attached.

At the January 12, 2026 City Council meeting a motion was approved to schedule a Public Hearing on this matter; that Public Hearing was held earlier this evening.

**Fiscal Impact:** None

**Staff Recommendation:**

**This report submitted by:** Kirk Beattie, City Manager

**Proposed motion:**

*"I move to approve the successor agreement with the Town of Gilford pertaining to the Lakes Business Park Intermunicipal Agreement agreed upon in 2001 and to authorize the City Manager to sign all related documents."*

**INTERMUNICIPAL AGREEMENT  
GOVERNING THE JOINT ECONOMIC ACTIVITIES  
BETWEEN THE CITY OF LACONIA AND THE TOWN OF GILFORD**

AGREEMENT made as of the 15<sup>th</sup> day of MAY, 2001, by the Town of Gilford, a New Hampshire municipal corporation, of 47 Cherry Valley Road, Gilford, Belknap County, New Hampshire 03249 (hereinafter "Town") and the City of Laconia, a New Hampshire municipal corporation, of 45 Beacon Street East, Laconia, Belknap County, New Hampshire 03246 (hereinafter "City") (both of said municipal corporations collectively referred to as the "Municipalities").

**ARTICLE 1**

**Introduction, Scope of Project & Definition**

It is the purpose of this Agreement, formed under the provisions of RSA 53-A, to permit the Municipalities to make the most efficient use of their powers and resources by enabling them to cooperate with each other for their mutual advantage. Specifically, it is the goal of the Municipalities to encourage the development and redevelopment of properties located within both municipalities by making improvements to infrastructure and utilities, and to establish a time frame for development. For purposes of clarification, the Governing Body of the Town of Gilford shall be its Board of Selectmen, the Legislative Body of the Town of Gilford shall be Town Meeting, and both the Governing Body and Legislative Body in the City of Laconia shall be its Mayor and City Council.

**ARTICLE 2**

**Formation, Purposes, Powers**

**2.1 Purpose of Agreement.** The Town and City shall collectively have and may exercise all of the following powers, privileges, and authorities:

**2.1.1** To actively promote and encourage the development and redevelopment of properties within both municipalities, with specific emphasis on the public

lands adjacent to Rtes. 3&11 in Laconia and Gilford known as the Lakes Business Park, and private and public lands in Laconia and Gilford in and around the Laconia Airport, and make appropriate recommendations to the Legislative and Governing Bodies of the Municipalities;

- 2.1.2 To retain the services of legal counsel, accountants, engineers, and other professionals as required;
- 2.1.3 To construct, fund, supervise, maintain and otherwise manage infrastructure improvements within the development area in accordance with Economic Development Program set out in Article 9 of this Agreement;
- 2.1.4 To enter into any public/private partnerships as are appropriate to further the economic development goals of the Town and City consistent with the purposes of this Agreement; and
- 2.1.5 To take such other actions as are appropriate and legal to fulfill the purposes of this agreement.

- 2.2 **Principal Place of Business.** The initial principal places of business of the Municipalities shall be located at the offices of the Town Administrator, Town of Gilford, presently located at 47 Cherry Valley Road, Gilford, New Hampshire and the offices of the City Manager, City of Laconia, presently located at Beacon Street East, Laconia, New Hampshire.

### ARTICLE 3

#### Term

- 3.1 **Term of Agreement.** This Agreement shall be effective upon its review and approval by the Attorney General under RSA 53-A:3, V; upon ratification of each municipality's Legislative Body; and upon filing with the Municipal Clerk of each Municipality and with the Secretary of State under RSA 53-A:4. This Agreement shall automatically terminate upon completion of the actions and responsibilities set forth in Article 9, Economic Development Program except as specified in Article 10, Revenue Sharing, or the failure by either the Governing Body or Legislative Body to

complete one or more of the affirmative actions required within the Economic Development Program.

Any assets or funds remaining upon termination of this Agreement shall be distributed evenly between the Municipalities.

#### ARTICLE 4

##### Joint Board

- 4.1 **Establishment of Joint Board.** The Governing Body of each Municipality shall individually appoint three members to the Joint Board, with said six member Board exercising all of the within stated powers, duties and responsibilities. This Agreement does not establish a separate legal entity to conduct this undertaking.
- 4.2 **Terms of Office for Board Members.** Each Board member shall serve at the pleasure of the respective appointing Governing Body.
- 4.3 **Budget.** The Joint Board shall annually establish and maintain a budget to carry out the purposes of this Agreement. The Joint Board shall develop a budget and deliver same to the Legislative Body of each Municipality on or before November 15 of each year of this Agreement. Upon approval of the budget by the municipalities, the chairman and treasurer members of the Joint Board are hereby authorized to administer and maintain the budget in a manner not inconsistent with the purposes of this Agreement.
- 4.4 **Real and Personal Property.** All real and personal property used in this joint undertaking shall be acquired and held in the name of both of the Municipalities. All real and personal property shall be disposed of in accordance with the general laws of the State of New Hampshire and with all applicable votes, rules, regulations and by-laws of the Municipalities having title to such property.



Initialed by:   *RD*   Mayor   *W*   Chair, Selectmen

**ARTICLE 5**  
**Board Functioning**

- 5.1 Scope.** The provisions of this Article shall govern the functioning of the Joint Board.
- 5.2 Regular Meetings.** The Board shall hold regular meetings on such dates and at such times and places as shall be determined by the Board. All meetings shall be noticed and conducted pursuant to the requirements of RSA 91-A. The Board shall hold at least one meeting annually.
- 5.3 Quorum.** At all meetings of the Board, the presence of four of the Board members shall be required to constitute a quorum for the transaction of business. Of the minimum number of four members who must be present, two shall be appointees from each municipality.
- 5.4 Voting.** On each matter voted upon by the Board, each Member shall be entitled to cast one (1) vote. When a quorum is present at any meeting of the Board, a majority vote of the meeting shall decide any question brought before such meeting.

**ARTICLE 6**  
**Officers**

- 6.1 Number.** The officers shall be elected by the Board and shall consist of a Chairman, Treasurer and a Secretary. The terms of office shall be determined by the Board.
- 6.2 Duties of Officers.** The duties and powers of the officers of the Board shall be those

Initialed by:  Mayor  Chair, Selectmen

listed below:

- 6.2.1 **Chairman.** The Chairman shall preside at all meetings of the Board and shall also have and perform such other duties as from time to time may be assigned by the Board.
- 6.2.2 **Treasurer.** The Treasurer shall be responsible for maintaining any financial records and shall administer and maintain the budget in a manner not inconsistent with the purposes of this Agreement.
- 6.2.3 **Secretary.** The Secretary shall record all the proceedings of Board meetings, give notice of all meetings, keep the register of the names and addresses of the Board Members and perform such other duties as may be prescribed by the Board.

## ARTICLE 7

### Operating and Capital Costs; Other Development Issues

- 7.1 **Operating Costs.** The Board may incur expenses such as legal, technical, consultant and other services within the limits of the budget as approved by the Municipalities.
- 7.2 **Allocation of Costs.** Costs incurred by the Municipalities shall be allocated according to the Economic Development Program as set forth in Article 9. Other general expenses incurred by the municipalities shall be allocated equally between the Town and City unless, upon recommendation of the Joint Board, otherwise agreed to by the Governing Bodies of the Municipalities.
- 7.3 **Reuse of Private Property -** This Program does not anticipate the purchase, demolition and/or reuse of private property for municipal uses within the District. However, the Program anticipates the optimum development of private property

Initialed by: LY Mayor rw Chair, Selectmen

resulting in meeting the stated objectives of job growth and expansion of the property tax base.

If the Lakes Business Park is not developed by either municipality individually or the municipalities collectively, either municipality may develop the land as their ownership interests allow and according to the law as it currently exists. The municipalities adopt the policy of "nothing lost, nothing gained".

- 7.4. **Proposed Operation of District After Improvements** - This Program does not anticipate transferring any operation and maintenance responsibilities for road transportation from the Town of Gilford, City of Laconia or the State of New Hampshire. This Program will increase the operation and maintenance responsibilities of the Laconia Water Works and municipal services provided by the Town of Gilford.

Water mains constructed under this Program will be connected to the Laconia Water Works system, and will become the operational and maintenance responsibility of the Water Works after one year of operation. During the initial year of operation, the Municipalities shall secure the appropriate guarantees from the water line installer to insure the system's operation against defects in material and workmanship.

- 7.5 **Capital Costs** -- The Board shall make recommendations to the municipalities' governing bodies regarding the need for replacement of or additional infrastructure to service Phase II at the Lakes Business Park. Upon approval of each community, the Board shall manage and direct said improvements, to be paid from available funds in the Capital Replacement Fund.



## ARTICLE 8

### Recent Economic Development Efforts

- 8.1 **Blaisdell Avenue:** In 1998, both municipalities executed an Intermunicipal Agreement establishing the terms and conditions for the redevelopment of the Blaisdell Avenue area. Each municipality has appropriated \$120,000.00 for the project, upon which construction began in July, 1999 and was completed in Spring, 2000.
- 8.2 **Lakes Business Park:** Each municipality has expended over \$61,000.00 for survey, design and engineering fees for the development of the Lakes Business Park, Phases I & II, located in Gilford and Laconia.
- 8.3 **Lakes Business Park, Phase I:** The City has appropriated additional funds for the completion of engineering and infrastructure improvements and began construction of Phase I, located in Laconia, in Spring 1999. It was discovered that the Town owned a 17.8% undivided interest in the land comprising Phase I, having received said interest from the City by deed dated 15 February 1984 and recorded in the Belknap County Registry of Deeds in Book 864, Page 653 pursuant to a Bilateral Agreement Between the City of Laconia and the Town of Gilford for Joint Use of the Gilford-Laconia Landfill in Accordance with New Hampshire RSA 53-A dated November 30, 1976. Upon said discovery, Gilford voters agreed by a 92% approval vote, at a Special Town Meeting on June 16, 1999 to convey the Town's 17.8% undivided interest in the land comprising Phase I (Tract VI in the deed referred to above) of the Lakes Business Park back to the City at a purchase price of \$33,713.00.

**ARTICLE 9**  
**Economic Development Program**

9.1 **Memorandum of Agreement:** On June 14, 1999, the Governing Bodies of the Municipalities entered into a Memorandum of Agreement which set forth the framework for future cooperative Economic Development Programs. Pursuant to the Memorandum, the municipalities have, to date, taken the following actions that will further this Agreement.

9.1.1 **Water to the Laconia Airport:** The City has secured, by August 30, 1999, the services of a professional engineer to engineer, design and prepare for bidding a water line extension to the White Oaks Road-Hillcrest Drive area of the City and to the Laconia/Gilford municipal line in and around the area of Waterford Place.

9.1.2 The City has funded construction of the water line as outlined in Section 9.1.1 and shall complete construction no later than September 30, 2001, contingent upon approval at the 2001 Town Meeting of this Agreement and authorization to convey land pursuant to Section 9.2.5.

9.1.3 The Town received Town Meeting approval in March 2000 for payment of 50% of the costs incurred for the professional engineering firm and professional consultant as outlined in Sections 9.2.2 & 9.2.3, reduced by \$33,713.00, which represents the consideration given by the City for obtaining the Town's 17.8% undivided interest in the land comprising Phase I of the Lakes Business Park. These funds were placed in a Capital Reserve Fund, to be released and expended upon approval of this Agreement by voters at the 2001 Town Meeting.

9.1.4 The City has included 50% for the cost of the professional engineering firm

Initialed by: RY Mayor ZW Chair, Selectmen

and professional consultant as outlined in Sections 9.2.2 & 9.2.3 in its Fiscal Year 2000-2001 annual budget, increased by \$33,713.00, representing the consideration given by the City for obtaining the Town's 17.8% undivided interest in the land comprising Phase I of the Lakes Business Park. The City shall hold the consideration for payment for the Town's 17.8% undivided interest in the land comprising Phase I of the Lakes Business Park in escrow to offset the Town's obligation under Section 9.1.3 above.

9.2 To further the purposes of this Agreement, the Municipalities agree to the following:

9.2.1 This Intermunicipal Agreement shall be presented for approval to the Laconia City Council and the voters of the Town of Gilford at the March 2001 Town Meeting.

9.2.2 The Municipalities agree to select a professional engineering firm by April 1, 2001 to provide cost estimates to:

1. Subdivide Phase II of the Lakes Business Park.
2. Subdivide the Laconia Airport industrial land.
3. Design all roads and utility extensions for Phase II of the Lakes Business Park and the Laconia Airport industrial land.
4. Provide traffic mitigation and environmental studies for Phase II of the Lakes Business Park and the Laconia Airport industrial land.

9.2.3 The Municipalities agree to select a professional consultant by April 1, 2001 to provide cost estimates to study all engineering data for Phase II of the Lakes Business Park and for the Laconia Airport industrial land, to report the specific infrastructure costs for Phase II and the Airport industrial land and estimated total developable building space for each. The estimate of total developable building space at the Laconia Airport shall include privately-

owned land within the boundaries of the water franchise area, as shown on Exhibit A.

- 9.2.4 The Municipalities agree that all design, engineering and other consultant work as outlined in Sections 9.2.2 & 9.2.3, shall be completed no later than January 30, 2002.
- 9.2.5 The Town shall seek Town Meeting approval in March 2001 to grant the Selectmen authority to convey the Town's undivided 17.8% interest in the land comprising Phase II of the Lakes Business Park to any other party, including a non-profit regional development corporation. The Selectmen will publicly advocate for passage of this warrant article.
- 9.2.6 The Town shall seek Town Meeting approval in March 2002 for payment of 50% of the infrastructure, utility, and traffic mitigation costs for Phase II of the Lakes Business Park, based upon the engineer's and consultant's reports and findings as outlined in Sections 9.2.2 & 9.2.3. The Selectmen will publicly advocate for passage of this warrant article.
- 9.2.7 The City agrees to convey its undivided 82.8% interest in the land comprising Phase II of the Lakes Business Park to any other party, including a non-profit regional development corporation.
- 9.2.8 In the event the Town's voters approve this Agreement and authorize the conveyance of its undivided 17.8% interest in land comprising Phase II of the Lakes Business Park to any other party, including a non-profit regional development corporation, the City shall forthwith petition the New Hampshire Public Utilities Commission to establish a water franchise area for the Laconia Airport industrial land and other land abutting the proposed route of the water line extension between the Laconia/Gilford line and the Airport property.

9.2.9 In the event the Town's voters approve participation in Phase II of the Lakes Business Park as outlined in Sections 9.2.5, 9.2.6 and 10.3., the City shall forthwith petition the New Hampshire Public Utilities Commission to establish a water franchise area identified as Exhibit A as amended in blue.

9.3.0 The City shall include in its Fiscal Year 2002-2003 annual budget for payment of 50% of the infrastructure, utility, and traffic mitigation costs for Phase II of the Lakes Business Park, based upon the engineer's and consultant's reports and findings as outlined in Sections 9.2.2 & 9.2.3.

## ARTICLE 10 REVENUE SHARING

Pursuant to the authority granted under RSA 53-A:3, the Municipalities shall share property tax revenues as follows

10.1 **Impact of Uniform Education Property Tax** - In view of the Legislature's continuing actions overhauling the funding of education on a state-wide basis, the Municipalities recognize the importance of properly and accurately reporting taxable assessed valuations to the Department of Revenue Administration. The Municipalities hereby agree to cooperate with the Department of Revenue Administration to insure that the assessed valuation and resulting taxes shared pursuant to this Article are credited to the receiving community and further, should current State Statute not address this issue, work with the Municipalities' elected representatives to submit and enact legislation which would achieve the goals of this Section 10.1.

10.2 **Airport Industrial Land** - In the event the City establishes a water franchise area as set forth in Sections 9.2.8 or 9.2.9 above:

10.2.1 Gilford shall provide to Laconia the current assessed value of the real property within the water franchise area as of April 1st of the year in which a water line extension has been extended and completed into Gilford. The current assessed value so determined shall be known as the "original assessed value". Property exempt from taxation at the time of determination shall be included at zero, unless it later becomes taxable, in which case its most recently determined assessed valuation shall be included. Each year thereafter, the town shall determine the amount by which the assessed value has increased or decreased from the original assessed value. The assessors shall also determine the proportion which any increase or decrease bears to the total assessed value of the real property in that district for that year.

10.2.2 Any amount by which the current assessed value of the water franchise area exceeds the original assessed value is referred to as the captured assessed value. The town's assessors shall determine the amount of the captured assessed value each year.

10.2.3 The Town shall annually allocate the captured assessed value multiplied by the municipal portion of the property tax rate to the Laconia Airport Authority for deposit into an "Airport Support Fund".

10.2.4 The "Airport Support Fund" shall be managed by the Laconia Airport Authority, and used to provide operating or capital improvement revenues for the continued operation of the Laconia Airport.

10.2.5 The Town shall submit the annual allocation on or before December 15 of each year after the Department of Revenue Administration has established the Town property tax rate.

10.2.6 The Town shall pay these revenues into the "Airport Support Fund" for a period of twenty (20) consecutive years following the delivery

of water to the water franchise area.

**10.2.7 Reconfigured Original Assessed Value** - Should the Town determine through its normal assessment process that the assessed values for commercial and/or industrial property town-wide require adjustment as evidenced by an appropriate sampling of arms-length sales transactions, those properties, including ones within the water franchise area, shall be adjusted. Said adjustment will result in the recomputation of the Original Assessed Value by determining the percentage resulting by dividing the original assessed value into the current assessed value from the previous year. This percentage is then applied to the "new" current assessed value after market adjustments have been completed, resulting in the Reconfigured Original Assessed Value. The Reconfigured Original Assessed Value shall then be used to determine the annual allocation to the "Airport Support Fund" as set forth in Sections 10.2.1 - 10.2.3, for the remainder of the term as set forth in Section 10.2.6.

**10.3 Lakes Business Park - Phase II:** In the event both communities fully participate in Phase II of the Lakes Business Park:

**10.3.1** In recognition of the Municipalities' original investments in land at the Lakes Business Park, the City shall receive 82.2% and Gilford shall receive 17.8% of the proceeds from the sale of any property in Phase II.

**10.3.2** The Town shall receive the first 15%, but not less than \$25,000 in property taxes generated upon properties in Phase II each year to offset the Town's direct service delivery costs to Phase II properties only. The municipalities agree to cause a study to be conducted at each fifth year anniversary of this Agreement, of the Town's costs to provide direct service delivery to Phase II properties, which shall be

the basis for negotiations to adjust the Town's reimbursement in this Section 10.3.2. Until a revised agreement is made, the existing agreement will remain in effect.

**10.3.3** After satisfaction of obligations to the Town as set forth in Section 10.3.2, the Town shall then receive reimbursement from the property taxes generated in Phase II for its net costs associated with the collection, transfer and disposal of solid waste generated by Phase II properties. For the purposes of this section, the City shall demonstrate its capacity to separately identify and segregate these costs, as set forth in Exhibit B.

**10.3.4** After satisfaction of the obligations to the Town as set forth in Sections 10.3.2 & 10.3.3, beginning in the sixth year of this Agreement, the next \$58,000 of property taxes generated upon properties in Phase II each year shall be placed in a Capital Replacement Fund to be held by the Town Trustees of Trust Funds. The Board of Selectmen and Laconia City Council shall be designated as the agents to expend, with said funds to be expended pursuant to the provisions of Section 7.5.

**10.3.5** The Municipalities shall share the remaining property tax revenues generated by property located in Phase II after satisfaction of obligations set forth in Sections 10.3.2, 10.3.3 and 10.3.4 on a 50% Town – 50% City basis.

**10.3.6** The Municipalities agree that the revenue sharing formula as set forth in Section 10.3.5 shall remain in effect in perpetuity following completion of infrastructure improvements at Phase II.

**10.3.7** The Town shall submit the annual revenue sharing in accordance with Sections 10.3.2 through 10.3.5 on or before December 15 of each year after the Department of Revenue Administration has established the Town property tax rate.



**10.4 Lakes Business Park - Phase II - Alternate Formulas** – In the event that either the Town or the City decide not to participate in the development of Phase II and/or convey its undivided interest in Phase II land, the following shall govern each municipality's respective obligations and responsibilities:

**10.4.1** In the event the Town's voters vote not to participate in the development of Phase II of the Lakes Business Park as outlined in Section 9.2.6, but agrees to transfer the Town's undivided 17.8% interest in the land comprising Phase II of the Lakes Business Park, pursuant to Section 9.2.5, the Municipalities agree that the City may, on its own and without the Town's participation, proceed with the construction of Phase II of the Lakes Business Park. Should the City decide to proceed and the town to convey its interest, the following will govern the development, property tax assessment, collection and distribution, and future actions upon Phase II, and the extension of city water to the Laconia Airport:

- 10.4.1.1** The City shall abide by and be subject to the Town's Land Use Regulations as if it were not a governmental entity.
- 10.4.1.2** The City shall pay 100% of all construction costs for said Phase II.
- 10.4.1.3** The Town's Selectmen will convey the Town's interest in said land to the holder of any purchase and sale agreement.
- 10.4.1.4** The first \$29,000 of property taxes generated upon properties in Phase II each year beginning in year six shall be placed in a Capital Replacement Fund to be held by the Town Trustees of Trust Funds. The Board of Selectmen and Laconia City Council shall be

designated as the agents to expend.

**10.4.1.5** After the Capital Replacement Fund is funded pursuant to Section 10.4.1.4, the Town agrees to a revised revenue sharing formula whereby the Town shall retain the remaining 30% of the property tax revenue generated by property in Phase II of the Lakes Business Park with the City receiving 70% of the property tax revenues. Gilford's 30% share shall be deemed to include any amounts necessary to off set the Town's direct service delivery costs to Phase II properties only.

**10.4.1.6** The Town shall receive 17.8% of the proceeds from the sale of any property in Phase II based upon a predevelopment value. The City shall receive the remaining proceeds from the sale of any property in Phase II.

**10.4.1.7** The Municipalities agree that the revenue sharing formula as set forth in Section 10.4.1.4 and 10.4.1.5 shall remain in effect in perpetuity, or until full participation in Phase II by the Town pursuant to Section 10.7.

**10.4.1.8** The Town shall submit the annual revenue sharing in accordance with Section 10.4.1.4 to the City on or before December 15 of each year after the Department of Revenue Administration has established the Town property tax rate.

**10.4.1.9** The City shall fulfill its obligations under Sections 9.1.2 & 9.2.8.

10.4.2 In the event the Town's voters do not agree to participate in the construction of Phase II of the Lakes Business Park, or to transfer the Town's undivided 17.8% undivided interest in the land comprising Phase II, the City shall have no further obligation to act as outlined under Section 9.1.2.

10.4.3 In the event the City does not agree to participate in the development of Phase II of the Lakes Business Park as outlined in Section 9.3.0, but agrees to transfer the City's undivided 82.8% interest in the land comprising Phase II of the Lakes Business Park, pursuant to Section 9.2.7, the Municipalities agree that the Town may, on its own and without the City's participation, proceed with the construction of Phase II of the Lakes Business Park. Should the Town decide to proceed, the following will govern the development, property tax assessment, collection and distribution, and future actions upon Phase II, and the extension of City water to the Laconia Airport:

10.4.3.1 The Town shall abide by and be subject to the Town's Land Use Regulations as if it were not a governmental entity.

10.4.3.2 The Town shall pay 100% of all construction costs for said Phase II.

10.4.3.3 The City Council will convey the City's interest in said land to the holder of any purchase and sale agreement.

10.4.3.4 The Town shall retain 100% of the property tax revenue generated by property in Phase II of the Lakes Business Park.

10.4.3.5 The City shall receive 82.2% of the proceeds from the sale of any property in Phase II based upon the predevelopment value. The Town shall receive the

remaining proceeds from the sale of any property in Phase II.

10.4.3.6 The City shall petition the Public Utilities Commission for the franchise area to include land within Phase II of the Lakes Business Park.

10.4.3.7 The City shall complete its obligations under Section 9.1.2 and shall petition the Public Utilities Commission for the franchise area identified as Exhibit A as amended in blue.

10.5 In the event the City does not agree to participate in the development of Phase II of the Lakes Business Park as outlined in Section 9.3.0, and further does not agree to transfer the City's undivided 82.8% interest in the land comprising Phase II of the Lakes Business Park, pursuant to Section 9.2.7, and Gilford voters have approved both participation and conveyance, the City agrees that it will forthwith complete its obligations under Sections 9.1.2 and petition the Public Utilities Commission for the franchise area as identified in Exhibit A as amended in blue.

10.6 In the event that neither community participates in the development of Phase II of the Lakes Business Park as outlined in Sections 9.2.6 or 9.3.0, but agree to transfer their respective, undivided interest in the land comprising Phase II of the Lakes Business Park, pursuant to Sections 9.2.5 or 9.2.7, the City agrees to fulfill its obligations under Sections 9.2.8 and 10.4.3.6, and there shall be no sharing of property tax revenues.



10.7 In the event that either community decides in 2002 not to participate in the development of Phase II of the Lakes Business Park, and the other community decides to proceed under either Section 10.4.1 or 10.4.3, for a period of three (3) years following the March 2002 Gilford Town Meeting,

through the March 2005 Town Meeting, either community shall allow the other to become a full partner in Phase II by reimbursing the other for 50% of all construction costs for Phase II, as well as any bond interest and costs incurred by either community as a result of bonding more than their 50% share, including any pre-payment penalties. Following construction of Phase II, the complete listing of all construction costs shall be shared between the communities. After agreement of the second municipality to participate in the development of Phase II, the Municipalities shall share property tax revenue generated by property located in Phase II as set forth in Sections 10.3.2 through 10.3.5, and complete any outstanding obligations pursuant to Sections 9.1.2 & 9.2.9. It is understood by both communities that property tax sharing obligations under Section 10.3.5 shall commence upon reimbursement of construction, financing and other associated costs, and shall not include revenue previously collected by the Town and distributed or retained according to the applicable terms of this Agreement.

## ARTICLE 11

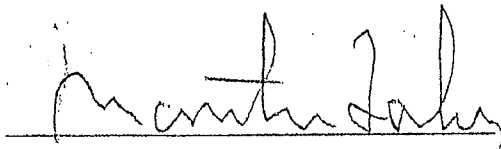
### General Cooperation Between The Municipalities

Nothing in this Agreement shall prevent or otherwise limit the Municipalities from cooperating on further economic development projects, including extension of municipal utilities and revenue sharing issues. The Municipalities pledge their good faith efforts to build upon the cooperation outlined in this Agreement to their mutual advantage.

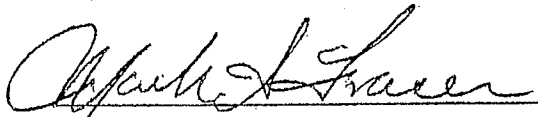
Initialed by:  Mayor  Chair, Selectmen

ADOPTED this 15<sup>TH</sup> day of MAY, 2001.

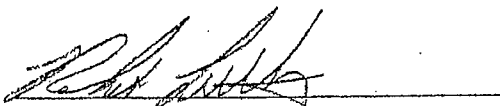
For the City of Laconia:



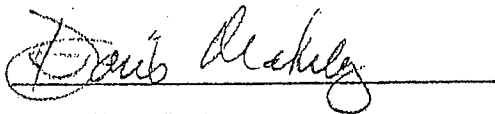
Mayor



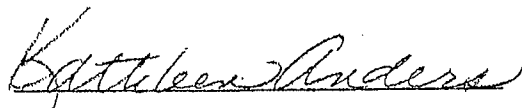
Councilor Ward 1



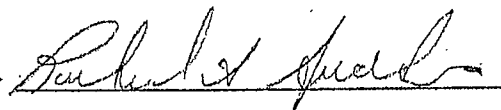
Councilor Ward 2



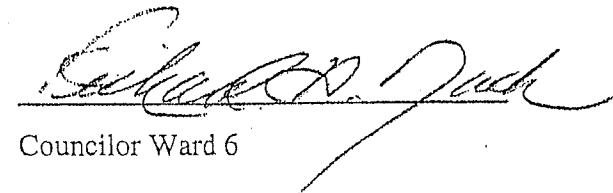
Councilor Ward 3



Councilor Ward 4



Councilor Ward 5

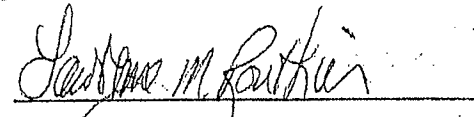


Councilor Ward 6

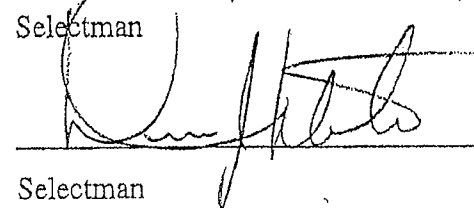
For the Town of Gilford, attesting to  
the adoption of this Agreement at  
the March 2001 Town Meeting:



Chairman, Board of Selectman



Selectman



Selectman



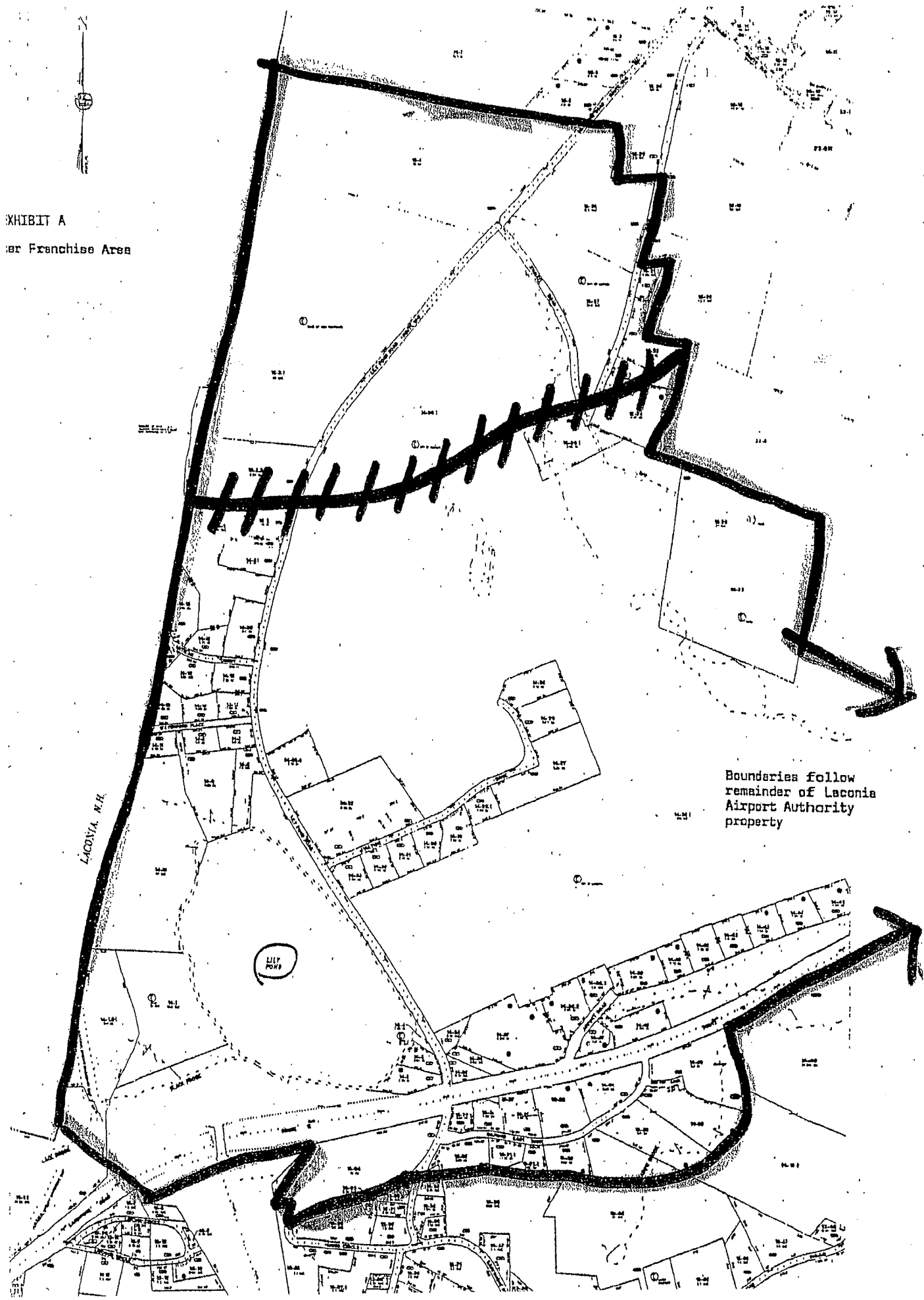
Initialed by:  Mayor  Chair, Selectmen

EXHIBIT A  
er Franchise Area



Boundaries follow  
remainder of Laconia  
Airport Authority  
property





INTERMUNICIPAL AGREEMENT  
GOVERNING THE JOINT ECONOMIC ACTIVITIES  
BETWEEN THE CITY OF LACONIA AND THE TOWN OF GILFORD

AMENDMENT #1

WHEREAS, the parties to the agreement referenced herein as dated May 15, 2001, acknowledge that all lots available for development in Phase II of the Lakes Business Park have been sold to private parties; and

WHEREAS, Section 3.1 of the agreement states that said agreement shall automatically terminate upon completion of the actions and responsibilities set forth in Article 9 except as specified in Article 10; and

WHEREAS, the parties agree the obligations set forth in Article 9 have been completed; thereby terminating the agreement except for the revenue sharing provisions in Article 10; and

*WHEREAS, the Gilford Board of Selectmen received authorization to negotiate a successor agreement by vote on Article 28 at the 2025 Annual Town Meeting;*

NOW, THEREFORE, the parties hereby agree to disband the Lakes Business Park Board of Directors; and

FURTHERMORE, the parties hereby agree to strike and repeal all existing terms and conditions in the agreement, including the language, terms and conditions as set forth in Article 10; and in place thereof, the following terms and conditions shall constitute the sole remaining basis for the non-terminated portion of the agreement:

ARTICLE 1           REVENUE SHARING

1.1     The Town of Gilford shall continue to fund the Lakes Business Park Phase II Capital Replacement Trust Fund to be used for replacement of or additional infrastructure upon the mutual consent of the Laconia City Council and the Gilford Board of Selectmen pursuant to a resolution attached hereto as Exhibit A; provided that the Town's obligations shall pause or be capped whenever the balance of this fund shall reach one million dollars, (\$1,000,000.00), as calculated on December 31 of each year, and provided further that the Town's annual appropriations into the fund shall not exceed fifty thousand dollars, (\$50,000.00).

1.2     The Town of Gilford shall pay to the City of Laconia, twenty-five percent (25%) of the total property taxes collected on the land and buildings situated within Phase II of the Lakes Business Park in the Town of Gilford, minus the amount of money to be deposited into the Lakes Business Park Phase II Capital Replacement Trust Fund. Said payments shall be made prior to December 31 each year after the New Hampshire Department of Revenue Administration has established the Town property tax rate, to be accompanied by a detailed, written summary of the manner in which the revenue sharing payment was calculated. Example: the Town shall first determine the balance

of the Capital Replacement Trust Fund as of December 31, 2024. If the balance is \$950,000 or less, the Town shall budget a deposit into the fund of \$50,000 for FY2025. Once the tax rate is set for 2025 and the total amount of property taxes from Lakes Business Park properties are calculated based upon the 2<sup>nd</sup> issue warrant, the Town shall pay the City the amount due as set forth herein. If the total applicable taxes to be collected in 2025 were \$250,000, the Town would owe the City \$12,500 in revenue sharing. (25% of \$250,000 equals \$62,500 minus \$50,000 deposited into the Capital Replacement Trust Fund.)

1.3 This amended agreement and the obligations as set forth herein shall be effective as of January 1, 2026, (upon ratification by majority vote of the Laconia City Council and the 2025 Gilford Annual Town Meeting) and shall thereafter automatically expire and terminate as of December 31, 2040, except for the balance of the Capital Replacement Trust Fund which shall remain available for use until depleted upon mutual consent of the two governing bodies pursuant to its intended purposes as otherwise referenced herein.

## ARTICLE 2 TRAIL SYSTEM

2.1 The parties agree to work cooperatively to *implement* a paved recreational trail system as referenced in the Wetlands and Non-Site Specific Permit 2002-00822 and the Conservation Easement (recorded at Book 2363, Page 0338 in the Belknap County Registry of Deeds) using the designated trail easement areas as shown on the Subdivision of Land Lakes Business Park - Phase II as recorded at Drawer L49, Plans 33, 34, and 35 in the Belknap County Registry of Deeds. Funds for the design, construction and *capital expenditures related to* maintenance of the trail system shall come from the Capital Replacement Trust Fund and whatever grants, donations or other funding sources may be available.

2.2 *The parties further agree that once the trail system is constructed and operational, the Town of Gilford shall thereafter bear sole responsibility for all aspects of the trail system, including, but not limited to maintenance, insurance, liability, rules adoption and enforcement, and all other applicable management functions related thereto at no cost to the City of Laconia, except as otherwise noted herein regarding use of the Capital Replacement Trust Fund.*

IN WITNESS WHEREOF, this amended agreement is adopted on the \_\_\_\_ day of \_\_\_\_\_, 2026; ATTEST:

For the City of Laconia:

For the Town of Gilford:

\_\_\_\_\_  
Laconia City Manager  
Duly authorized by vote of the  
Laconia City Council on  
DATE: \_\_\_\_\_

\_\_\_\_\_  
Gilford Town Administrator  
Duly authorized by vote of the  
Gilford Board of Selectmen on  
DATE: \_\_\_\_\_