

LINCOLN SELECT BOARD

APPROVED

MEETING MINUTES

MONDAY, AUGUST 10, 2026 – 5:30PM

LINCOLN TOWN HALL - 148 MAIN STREET, LINCOLN, NH

(THE RECORDING OF THIS MEETING CAN BE FOUND ON YOUTUBE)

Lincoln Select Board Present: Chair OJ Robinson, Vice Chair, Tamra Ham & Jack Daly

Staff Present: Town Manager, Jim Pineo, Executive Assistant, Jane Leslie, Library Director, Carol Riley & Code Compliance Officer, Shawn Magoon

Public Present via Zoom: Paul Beaudin II, Lincoln resident

Public Present: Library Trustees: Patricia Surabian, Rosalind Lowe, Monica Haly, Marilyn Sanderson, & Cathy Patterson, Jerry Stringham, Deputy Fire Chief, Ryan Fairbrother

I. CALL TO ORDER

Chair Robinson called the meeting to order at 5:45 PM

II. APPROVAL OF MEETING MINUTES FROM PREVIOUS MEETING

MOTION: “To approve the Select Board meeting minutes of July 27, 2026 as amended.”

Motion: Tamra Ham

Second: Jack Daly

All in favor

MOTION: “To approve the Select Board non-public meeting minutes of July 27, 2026 as presented.”

Motion: Tamra Ham

Second: Jack Daly

All in favor

III. LINCOLN LIBRARY PROPOSED EXPANSION PROJECT – CIP FUNDING REQUEST

The Library Trustees are requesting \$31,700.00 to engage with SMP Architecture for the purpose of a Feasibility Study and Conceptual Design of the Lincoln Public Library (see attached) in anticipation of a 2027 expansion project. Per the architect, they estimate \$3,000.00 would be a good budget to account for reimbursement expenses as outlined in item 6 of the Terms & Conditions (p.1). This would create a total request of \$34,700.00. As of December 31, 2025, the Library Building Addition CRF had a balance of \$104,368.83 with an additional \$10,000.00 approved by the voters in March 2026 by way of Warrant Article 29.

Town Manager Pineo met with the Library Trustees and the Architect (SMP Architecture) last week to discuss a Feasibility Study and Conceptual Design provided for the Library Trustees. The following summary is for the Scope of Services proposed by SMP:

- 1) The Scope of Services Terms and Conditions dated July 13, 2026 for a fee of \$31,700.00 will provide the Town of Lincoln with a feasibility and space needs analysis for the library.
- 2) SMP has identified reimbursable expenses being in a cost outside of the Scope of Services contract – it is recommended that they budget \$3,000.00 for reimbursables.
- 3) SMP will develop and issue an RFP/Q to secure a Construction Manager.
- 4) The Construction Manager shall provide a cost estimate based on conceptual design in advance of the 2027 Town Meeting (if bonding is required, the last day to notice a public hearing is February 15, 2027).
- 5) Work not included in the proposal: a) Environmental Studies and Hazardous Material Assessments, b) Archeological Study and NHSPH Historic 106 Review.

There was a brief discussion about the proposed library expansion encroaching on the Fire Department property, and the issue that the Fire Department currently has with very limited space.

OJ discussed that if Cross Street were to become a “dead end street”, the end of the road and the adjacent town-owned parking area could be reconfigured to absorb any future Fire Department expansion.

With no further discussion, the following motion was made:

MOTION: “To approve the Library Building Capital Reserve funding in the amount of \$34,700.00.”

Motion: OJ Robinson

Second: Jack Daly

All in favor

IV. REQUEST FOR STREET NAME CHANGE Discussion with Jerry Stringham

Jerry Stringham requested that the Select Board consider changing the name of Parkers Court (Mr. Stringham owns property at 7 Parkers Court), a private road in Lincoln pursuant to RSA 231:133, I. The Select Board has the authority to change the name of a street “at any time when in its judgement there is an occasion for doing so”, and the statute specifically directs that no street name be one that is confusingly similar to another street name already in use within the municipality.

Jerry further explained that there are two streets in Lincoln with “Parker” in their name –Parkers Court has been listed under both “Parker Court” and “Parkers Court” in different databases despite there being no such single, consistently named street. This overlap has caused real, ongoing problems:

- GPS and mapping services routinely fail to recognize or route to “Parkers Court” when directions are requested.
- The similarity to the other Parker-named streets creates a genuine risk of delay for emergency responders trying to locate the correct address.
- The U.S. Postal Service does not currently deliver mail to this address, forcing property owners to rely on a post office box instead.

Jerry noted that there are only two (2) lots on the road — his property at 7 Parkers Court, and a vacant lot at 11 Parkers Court — so a change would affect a very small number of record owners and could be accomplished with minimal disruption. Notably, D.R. Landry & Sons Property Services, a local business operating from this road uses a US Route 3 address for its customers rather than a Parkers Court address — a further, real-world illustration of how little the current name is actually used or relied upon, even by those located on it.

Jerry noted that the property has a view of several notable peaks in the White Mountains, including Lincoln, Haystack, Liberty, and Lafayette. In the interest of choosing a name that is both distinctive and unlikely to be confused with an existing street or business name in town, he offered the following suggestion to the Board for consideration:

- Ridgeline Court
- Skyline View Court

Town Manager Pineo will reach out to E911 (a statewide emergency communication system that automatically links a caller’s phone number & physical location to a dispatcher) to ensure that this change is compliant and not in conflict with their guidelines, as well as sending a letter to all of the abutters explaining this proposed street name change.

V. ABATEMENT REQUEST – WOODLAND LOOP COMMON LAND

Mt. Coolidge Construction, Woodland Loop Common Land (M114, L080) for Tax Year(s) 2023-current. Tax Collector, Kristene Klepser explained that this parcel was purchased by a developer in 2023 as part of a larger package of land and incomplete buildings at a foreclosure auction. Due to an assessing error, this parcel was not correctly transferred. As a result, the Town has been billing the incorrect owner since the foreclosure sale. Per RSA 76:14, in the event of an assessing error such as this, the Select Board is only legally allowed to rebill the correct owner if the mistake is caught and billed within the Current tax year. Town Assessors, Commerford, Neider, Perkins have been assigning the land valuation to the units as they are finished construction, and as of April 1, 2026, all units are complete and the land valuation has been fully absorbed into said units. Tax Collector, Kristene Klepser is requesting that the full amount covering year's 2023, 2024, and 2025 totaling \$4,327.38 be abated.

MOTION: “To approve the abatement.”

Motion: Tamra Ham

Second: Jack Daly

All in favor

VI. OLD/NEW BUSINESS

Town Manager’s Report:

Attorney for Camper’s World TIF District:

Town Manager Pineo informed the board that an attorney he had reached out to regarding working with the Town and the TIF District has a conflict of interest, therefore, Jim will be contacting another attorney on the current list that he has.

Planning Department:

Town Manager Pineo noted that the Planning Department has been inundated with life safety building code questions surrounding short-term rentals, and he will have more information in the coming weeks.

Northern Borders Regional Commission – North Country Council

Town Manager Pineo and Jane Leslie met with Michelle Moren-Grey (North Country Council) regarding the town’s standing with the NBRC grant. The town is in full compliance, however, in the event that the town wanted to apply for another NBRC grant, they would not be able to because the current grant is still open.

Public Participation:

There was no public participation

VI. NON-PUBLIC Session Pursuant to RSA 91-A:3:(II) (c)

MOTION: “To go into Non-public session pursuant to RSA 91-A:3 (III) (c).” Reputation

Motion: Tamra Ham

Second: Jack Daly

All in favor.

The BOS went into Non-public session at 6:30 p.m.

MOTION: “To re-enter public session.”

Motion: OJ Robinson

Second: Jack Daly

All in favor.

The Board reconvened public session at 7:15 p.m.

VII. ADJOURNMENT

With no further business to attend to, the Board made the following motion:

MOTION: "To adjourn."

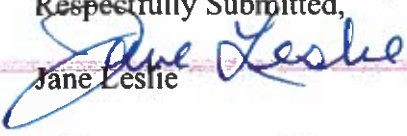
Motion: OJ Robinson

Second: Tamra Ham

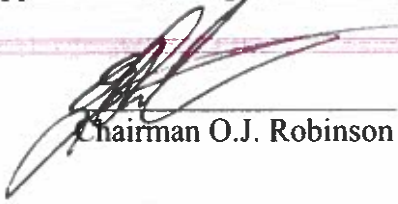
All in favor.

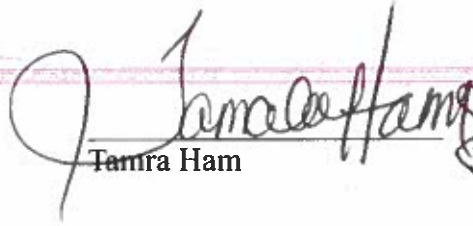
The meeting adjourned at 8:00 p.m.

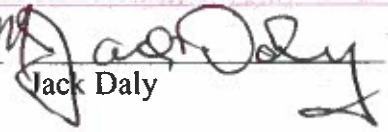
Respectfully Submitted,


Jane Leslie

Approval Date: August 24, 2026


Chairman O.J. Robinson


Tamra Ham


Jack Daly



TOWN OF LINCOLN

Office of the Selectboard
148 Main Street - P.O. Box 25
Lincoln, New Hampshire 03251-0025

To: Lincoln Select Board
From: James Scott Pineo – Town Manager
RE: Capital Reserve Funding Request
CC: Finance/Library Director/Library Trustees/Trustees of Trust Funds
Date: August 10, 2026 Select Board Meeting

Capital Reserve Funds – Library Building Addition

This Capital Reserve Fund was established in 1991 by way of Warrant Article # 26. The Library Trustees are requesting \$31,700 to engage with SMP Architecture for the purpose of a Feasibility Study and Conceptual Design of the Lincoln Public Library in anticipation of a 2027 project. Communicating with the Architect they estimate \$3,000 would be a good budget to account for reimbursable expenses as outlined in item 6 of the Terms & Conditions (p.1). This would create a total request of \$34,700.

1991 Warrant Article # 26

ARTICLE # 26. To see if the Town will vote to establish a Capital Reserve Fund under the provisions of RSA 35:1 for the purpose of Library Building Addition.

As of December 31, 2025 the Library Building Addition CRF had a balance of \$104,368.83 with an additional \$10,000 approved by voters in March 2026 by way of Warrant Article 29.

2026 Warrant Article # 29

Article 29 CR-Library Building

To see if the Town will vote to raise and appropriate the sum of Ten Thousand dollars (\$10,000.00) to be added to the Library Building Capital Reserve Fund (created in 1991). The Selectboard and Budget Committee recommend this appropriation. Tax Impact \$.01/per thousand

RECOMMENDED MOTION:

To authorize the expenditure of \$34,700 from the Library Building Capital Reserve Fund established in 1991. Further to authorize the Town Manager to sign the contract with SMP Architecture dated July 13, 2026 for the Library Feasibility Study, Conceptual Design, and reimbursable expenses.

CURRENT PLAN

On July 29, 2026 I had a telephone conversation with Jason LaCombe of SMP Architects of Concord NH regarding the Scope of Services provided for the Lincoln Library project which was discussed at the July 27, 2026 Select Board meeting with the Library Trustees in attendance. Attached you will find the Scope of Services proposed by SMP and below is a summary of my understanding of this project should it move forward.

- 1) The Scope of Services Terms and Conditions dated July 13, 2026 for a fee of \$31,700.00 will provide the Town of Lincoln with a feasibility and space needs analysis for the library.
- 2) SMP has identified reimbursable expenses being a cost outside of the Scope of Service contract – it is recommended that we budget \$3,000.00 for reimbursables.
- 3) SMP will develop and issue an RFP/Q to secure a Construction Manager. (Selection criteria attached)
- 4) The Construction Manager shall provide a cost estimate based on conceptual design in advance of the 2027 Town Meeting.
 - a. If bonding is required the last day to notice a public hearing for such is February 15, 2027.

NEXT PHASE

Construction documents would be funded and created under the new contract with SMP as part of the 2027 Warrant Article, should it pass at Town Meeting.

- 1) Estimated timeframe to execute contract for construction documents 30+/- days
- 2) Estimated timeframe to develop construction documents 3-4 months
- 3) Estimated timeframe to break ground for the project August – September 2027
 - a. Depending on scope of project which is unknown at this time.

End of Town Manager Memo

Lincoln Public Library
Feasibility Study and Conceptual Design
Fee Proposal
July 13, 2026



Client Information
Lincoln Public Library
22 Church Street
Lincoln, NH 03251
Attn: Patricia Surabian
603.745.8159
phsurabian@aol.com

Project Location
22 Church Street
Lincoln NH

Project Understanding

We understand you are looking for an assessment of your current library, the space utilization, and an investigation of a possible addition. During this effort we will work with the library staff, and trustees, to outline the space needs and goals for the project. We will then work through a proactive public engagement process to receive community input. This effort will outline the needs, create a design to meet the needs, and set a reasonable budget for the project and become the groundwork for any future funding request.

Scope of Services

1. Attend kick-off meeting and programming discussion
2. Measure and document the conditions of the existing building
 - a. Draw floor plans, elevations or sections as needed to document the existing building
3. Review site conditions based on easily accessible or provided site information (tax maps, GIS, previous studies, etc.)
4. Support the Library on selection of a Construction Manager (CM)
 - a. Discuss CM prequalification list
 - b. Assist in preparing the CM selection RFQ/P
 - c. Provide clarifications to any questions
 - d. Review CM Qualifications and Proposals
 - e. Attend CM interviews if needed
5. Review any previous reports on the building provided by library
6. Assess the layout of the current Library
7. Develop site design approaches for a potential addition
8. Meet to review and receive comment
9. **Attend 1st public engagement session**
10. Develop 2-3 conceptual plan options for the building based on preferred site design approach
11. Meet to review and receive comment
12. Refine preferred design concept
13. Produce 3D computer model of design concept
14. Meet to review and receive comment
15. **Attend 2nd Public engagement session**

Lincoln Public Library
Feasibility Study and Conceptual Design
Fee Proposal
July 13, 2026



16. Refine design based on comment and assemble a schematic set of drawings
17. Assist your CM in budget development
18. Meet to review budget and next steps
19. Attend 3rd Public Engagement session

Compensation: \$31,700

The fee above is a fixed amount for the respective scope of work. Reimbursable expenses shall be invoiced above this amount per the attached terms and conditions.

Work not included in this proposal:

Since this is a limited scope agreement, only items listed above are included, however for clarity we specifically exclude:

1. Environmental studies and Hazardous Material Assessments
2. Archeological Study and NHSPH Historic 106 Review

Signature

This proposal, with the attached Terms and Conditions is a firm offer and is good for **30 days**. If the Scope of Services, Schedule, and Fee meet with your approval, please sign below and return one copy to SMP Architecture. This signed agreement with the attached terms and conditions will constitute the complete agreement and will act as notice to proceed.

Thank you again for consideration on this project, we look forward to working with you and your team.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jason LaCombe', written over a horizontal line.

Jason LaCombe • AIA
Principal • SMP Architecture

Signature

Date

Print name

Sheerr McCrystal Palson Architecture, Inc.

Standard Terms & Conditions of Agreement

1. Definitions

Sheerr McCrystal Palson Architecture, Inc. is hereinafter referred to as the "Architect." Architect's client is hereinafter referred to as the "Owner." Architect and Owner, when not individually named, are hereinafter individually referred to as "Party" or collectively as the "Parties."

2. Validity & Effect

Architect's proposal is valid for 30 days unless otherwise stated in proposal document. Should Owner ask Architect to begin work before executing the letter proposal, Owner agrees that this proposal, including these terms and conditions, shall be the contract in effect between the Parties.

3. Professional Services

a. Hourly Projects

Billings are based on hours worked, including travel time. Architect's hourly rates are:

Principal/Senior Architect	\$175.
Staff Architect	150.
Project Manager	125.
Drafting/Project Assistant	100.
Clerical & Administrative	80.

b. Subconsultants. Services of Architect's subconsultant(s), if any, shall be billed at their hourly rates plus 10 percent.

c. Budgetary Estimates. Any requested budgetary estimates are provided solely to assist Owner in Project planning and do not constitute a not-to-exceed threshold.

4. Owner's Responsibilities

Owner agrees to:

a. provide complete physical information about the site and/or buildings and such legal, accounting, and insurance counseling services as may be required.

b. furnish, with reasonable promptness, such additional instructions as may, from time to time, be necessary for the proper performance of Architect's services. Any such instructions shall be consistent with this Agreement, any amendments or modifications thereof, and reasonably inferable therefrom.

c. credit Architect in all publicity or promotional materials involving the Project design.

5. Invoicing & Payment

Owner shall be invoiced monthly for services performed during the previous month. Payment is due on receipt. Interest shall be payable after 30 days at the maximum rate allowed by law. Owner's failure to make

payments to Architect in accordance with this Agreement shall be considered substantial nonperformance subject to Article 17 herein.

6. Reimbursable Expenses

Architect shall invoice Reimbursable Expenses to Owner at Architect's standard rates in effect during each calendar year. Such expenses include, but are not limited to, prints, long distance communications, travel, delivery, photography, outside consultants, renderings, models, and any additional insurance that Owner requires.

7. Change of Scope

Architect's fee shall be subject to equitable adjustment by negotiation, mediation, or arbitration if the agreed scope is changed or Architect's services are not completed within 12 months.

8. Additional Services

These are services beyond those agreed to, including (but not limited to) Architect's revisions due to Owner's changes in the Project scope, quality, or budget, post bid/pricing value engineering redesign. In-house Additional Services shall be billed at the hourly rates set forth in Article 3 herein. Services of Architect's subconsultant(s), if any, shall be billed at their hourly rates plus 10 percent.

9. Restart

If the project is stopped for a period greater than 30 days, a restart fee of 10% will be required to compensate the Firm for the necessary premium time and remobilization.

10. Design/Build

Owner may solicit Design/Build proposals based on Architect's documents with the express understanding that Owner shall be solely responsible for Owner's engineers' computations, certifications, code compliance, and the coordination of this work. It is mutually agreed and understood that Architect's review of any Design/Build work is performed solely to ensure compatibility with Architect's design intent.

11. Dispute Resolution

a. No dispute shall relieve either Party of its duty to perform under this Agreement.

b. The Parties agree to enter first into good-faith negotiation at a mutually agreed location, and subsequently into mediation should negotiation prove inconclusive, to resolve any dispute or claim within a reasonable time.

c. Any dispute or claim between the Parties which cannot be resolved by negotiation or mediation shall be resolved by arbitration in Concord, New Hampshire, before a single arbitrator of the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.

Standard Terms & Conditions

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The expenses of the arbitration shall be borne by one or more of the parties to the arbitration as determined by the arbitrator, provided, however, that each party to the arbitration shall pay and bear the cost of its own experts, evidence, and legal counsel.

12. Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of New Hampshire. If any part of this Agreement should be determined to be unlawful, the remainder of the Agreement shall remain in effect.

13. Change Orders

Architect shall review change orders for Owner's approval. Owner understands that projects constructed by the "Fast Track" method, where Architect's design and coordination services may necessarily be performed out of conventional sequence, may experience an extraordinary number of change orders. Absent clear evidence of Architect's negligence, it is mutually agreed that change orders occasioned by "Fast Track" work exigencies shall not be deemed a subject of dispute or claim, or a breach of this Agreement.

14. Shop Drawings

Architect's review of shop drawings is for general conformance to the design intent and shall not relieve Owner's contractor from any agreed obligations.

15. Limitation of Liability

To the fullest extent permitted by law, Architect's liability to Owner for all damages arising out of Architect's services due to any cause, including Architect's negligence or breach, shall not exceed \$25,000 or the amount of compensation paid to Architect, whichever is more.

16. Use of Architect's Drawings

The Parties mutually recognize and agree that Architect's drawings and specifications, in whatever form they may be generated, are Instruments of Service solely with respect to this Project. As author, Architect retains copyright, common law, and statutory rights over all its drawings and specifications, in whatever form they may be generated. Owner may retain copies for reference, but Owner may not use these on other projects or to complete this Project without Architect's continued services absent an agreement or judgment reached pursuant to Article 10 herein.

17. Termination or Suspension

a. If Owner fails to make payments to Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination, or

at Architect's option, cause for suspension of performance of services under this Agreement. If Architect elects to suspend services, prior to suspension of services, Architect shall give seven days' written notice to Owner. In the event of a suspension of services, Architect shall have no liability to Owner for delay or damage caused Owner because of such suspension of services. Before resuming services, Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Architect's services. Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

b. If the Project is suspended by Owner for more than 30 consecutive days, Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Architect shall be compensated for expenses incurred in the interruption and resumption of Architect's services. Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

c. If the Project is suspended or Architect's services are suspended for more than 90 consecutive days, Architect may terminate this Agreement by giving not less than seven days' written notice.

d. This Agreement may be terminated by either Party upon not less than seven days' written notice should the other Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

e. This Agreement may be terminated by Owner upon not less than seven days' written notice to Architect for Owner's convenience and without cause.

f. In the event of termination not the fault of Architect, Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in subparagraph g. hereof.

g. Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which Architect is not otherwise compensated, plus an amount for Architect's anticipated profit on the value of the services not performed by Architect.

18. Force Majeure

A failure or delay in performance by either Party to this Agreement shall not be a breach of this Agreement, nor constitute an event of substantial nonperformance under Article 16 herein, provided such failure or delay arises out of or results from fire, flood, earthquake or other natural disasters, or acts of a public enemy, war, rebellion, sabotage, transportation

embargoes, failures or delays in transportation, epidemic, quarantine restrictions, acts of God, acts, rules, regulations, orders or directives of any governmental authority or the order of any court of competent jurisdiction. This article shall not excuse any event of substantial non-performance under Article 16 herein.

19. Asbestos & Hazardous Materials

It is mutually agreed and understood that Architect shall not perform any services whatsoever related to the identification, abatement, or remediation of asbestos or other hazardous materials, including pollutants, nor shall Architect assume any liability for damages or costs related to such materials.

20. Insurance

Architect is protected by Workman's Compensation, Professional Liability and Standard Public Liability Insurance. Architect shall furnish copies of insurance certificates at Owner's request.

21. Successors & Assigns

The Parties agree, respectively, to bind themselves, their partners and their successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of the other Party with respect to all covenants of this Agreement. Neither Party shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

22. Standard of Care

In performing services required by this Agreement, Architect shall use that degree of care and skill ordinarily exercised under similar circumstances by competent members of Architect's design professions practicing in this locality. Notwithstanding Architect's compliance with this standard of care, Owner can normally anticipate that some changes and adjustments in the Project shall be required in order to correct errors and omissions in Architect's documents, which are discovered either during or after construction. Owner agrees to establish, with Architect's assistance, a contingency fund to cover the reasonably anticipated cost of such changes and adjustments. It is mutually agreed that any charges against such contingency shall not be indicative of negligence on Architect's part, nor occasion a dispute or claim in accordance with Article 10 herein.

23. Indemnification

Architect hereby indemnifies and holds harmless the Owner, its officers, directors and employees (collectively, the Owner) against

damages, liabilities or costs, including reasonable attorneys' fees and defense costs, solely caused by any negligent performance of professional services under this Agreement by the Architect, including any Subconsultants thereof. Neither Owner nor Architect shall be obligated to indemnify the other Party in any manner whatsoever for the other Party's own negligence. Architect shall not be liable for indirect, special, or consequential damages.

24. Clause Headings

The headings and subheadings of clauses contained herein are used for convenience and ease of reference and do not limit the scope or intent of the clause.

25. Entire Agreement

This proposal, incorporating these Standard Terms and Conditions, is the entire Agreement of the Parties. It supersedes any previous representations or commitments, oral or written, concerning the subject of this Agreement. No course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Agreement. Any modification of this Agreement must be in writing and signed by an authorized representative of both parties hereto. All work performed by Architect, actions taken, and payments made, if any, under any other prior written or oral agreements, with respect to this Agreement shall be deemed to have been work performed, actions taken, or payments made under this Agreement.



The Construction Manager Selection Process

Project: Lincoln Public Library

Date: July 13, 2026

- 1 Issue Request for Qualifications (RFQ)
 - a. SMP to send directly to known prospective CM's
 - b. Owner to Advertise as they deem appropriate or necessary
 - c. Ideally this is all completed electronically – review with owner
- 2 Review Qualifications packages
 - a. Owner to Identify person(s)/ committee responsible for review
 - b. SMP to review
- 3 Create Shortlist of 3 or 4 prospective CM's
- 4 Issue Request for Proposals from Shortlisted Firms
 - a. RFP to include any owner contract modifications/requirements
 - b. Conduct Site or building walk-thru if needed
 - c. RFP to include Proposed Fee and outline anticipated general conditions
- 5 Receive/ Review Proposal packages
 - a. Owner to Identify person(s)/ committee responsible for review
 - b. SMP to review
- 6 Interview top CM's (no more than 3)
- 7 Owner to check references
- 8 Award CM contract

Proposed Schedule:

Issue RFQ		
Qualifications Due		
Finalize Shortlist		
Issue RFP		
Site Walkthru		
Proposals Due		
Interviews		
Reference Checks		
Award		



Client Information
Lincoln Public Library
22 Church Street
Lincoln, NH 03251
Attn: Patricia Surabian
603.745.8159
phsurabian@aol.com

Project Location
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Lincoln NH

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8. Meet to review and receive comment
- 9. Attend 1st public engagement session**
10. Develop 2-3 conceptual plan options for the building based on preferred site design approach
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Lincoln Public Library
Feasibility Study and Conceptual Design
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Thank you again for consideration on this project, we look forward to working with you and your team.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jason LaCombe', written over a horizontal line.

Jason LaCombe ▪ AIA
Principal ▪ SMP Architecture

Signature

Date

Print name

Sheerr McCrystal Palson Architecture, Inc.

Standard Terms & Conditions of Agreement

1. Definitions

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2. Validity & Effect

Architect's proposal is valid for 30 days unless otherwise stated in proposal document. Should Owner ask Architect to begin work before executing the *letter proposal*, Owner agrees that this proposal, including these terms and conditions, shall be the contract in effect between the Parties.

3. Professional Services

a. Hourly Projects:

Billings are based on hours worked, including travel time. Architect's hourly rates are:

Principal/Senior Architect	\$175.
Staff Architect	150.
Project Manager.....	125.
Drafting/ Project Assistant	100.
Clerical & Administrative.....	80.

b. Subconsultants. Services of Architect's subconsultant(s), if any, shall be billed at their hourly rates plus 10 percent.

c. Budgetary Estimates. Any requested budgetary estimates are provided solely to assist Owner in Project planning and do not constitute a not-to-exceed threshold.

4. Owner's Responsibilities

Owner agrees to:

a. provide complete physical information about the site and/or buildings and such legal, accounting, and insurance counseling services as may be required;

b. furnish, with reasonable promptness, such additional instructions as may, from time to time, be necessary for the proper performance of Architect's services. Any such instructions shall be consistent with this Agreement, any amendments or modifications thereof, and reasonably inferable therefrom;

c. credit Architect in all publicity or promotional materials involving the Project design.

5. Invoicing & Payment

Owner shall be invoiced monthly for services performed during the previous month. Payment is due on receipt. Interest shall be payable after 30 days at the maximum rate allowed by law. Owner's failure to make

payments to Architect in accordance with this Agreement shall be considered substantial nonperformance subject to Article 17 herein.

6. Reimbursable Expenses

Architect shall invoice Reimbursable Expenses to Owner at Architect's standard rates in effect during each calendar year. Such expenses include, but are not limited to, prints, long distance communications, travel, delivery, photography, outside consultants, renderings, models, and any additional insurance that Owner requires.

7. Change of Scope

Architect's fee shall be subject to equitable adjustment by negotiation, mediation, or arbitration if the agreed scope is changed or Architect's services are not completed within 12 months.

8. Additional Services

These are services beyond those agreed to, including (but not limited to) Architect's revisions due to Owner's changes in the Project scope, quality, or budget; post bid/pricing value engineering redesign. In-house Additional Services shall be billed at the hourly rates set forth in Article 3 herein. Services of Architect's subconsultant(s), if any, shall be billed at their hourly rates plus 10 percent.

9. Restart

If the project is stopped for a period greater than 30 days, a restart fee of 10% will be required to compensate the Firm for the necessary premium time and remobilization.

10. Design/Build

Owner may solicit Design/Build proposals based on Architect's documents with the express understanding that Owner shall be solely responsible for Owner's engineers' computations, certifications, code compliance, and the coordination of this work. It is mutually agreed and understood that Architect's review of any Design/Build work is performed solely to ensure compatibility with Architect's design intent.

11. Dispute Resolution

a. No dispute shall relieve either Party of its duty to perform under this Agreement.

b. The Parties agree to enter first into good-faith negotiation at a mutually agreed location, and subsequently into mediation should negotiation prove inconclusive, to resolve any dispute or claim within a reasonable time.

c. Any dispute or claim between the Parties which cannot be resolved by negotiation or mediation shall be resolved by arbitration in Concord, New Hampshire, before a single arbitrator of the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.

Standard Terms & Conditions

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The expenses of the arbitration shall be borne by one or more of the parties to the arbitration as determined by the arbitrator; provided, however, that each party to the arbitration shall pay and bear the cost of its own experts, evidence, and legal counsel.

12. Governing Law

This Agreement shall be governed by and interpreted under the laws of the State of New Hampshire. If any part of this Agreement should be determined to be unlawful, the remainder of the Agreement shall remain in effect.

13. Change Orders

Architect shall review change orders for Owner's approval. Owner understands that projects constructed by the "Fast Track" method, where Architect's design and coordination services may necessarily be performed out of conventional sequence, may experience an extraordinary number of change orders. Absent clear evidence of Architect's negligence, it is mutually agreed that change orders occasioned by "Fast Track" work exigencies shall not be deemed a subject of dispute or claim, or a breach of this Agreement.

14. Shop Drawings

Architect's review of shop drawings is for general conformance to the design intent and shall not relieve Owner's contractor from any agreed obligations.

15. Limitation of Liability

To the fullest extent permitted by law, Architect's liability to Owner for all damages arising out of Architect's services due to any cause, including Architect's negligence or breach, shall not exceed \$25,000 or the amount of compensation paid to Architect, whichever is more.

16. Use of Architect's Drawings

The Parties mutually recognize and agree that Architect's drawings and specifications, in whatever form they may be generated, are Instruments of Service solely with respect to this Project. As author, Architect retains copyright, common law, and statutory rights over all its drawings and specifications, in whatever form they may be generated. Owner may retain copies for reference, but Owner may not use these on other projects or to complete this Project without Architect's continued services absent an agreement or judgment reached pursuant to Article 10 herein.

17. Termination or Suspension

a. If Owner fails to make payments to Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination, or

at Architect's option, cause for suspension of performance of services under this Agreement. If Architect elects to suspend services, prior to suspension of services, Architect shall give seven days' written notice to Owner. In the event of a suspension of services, Architect shall have no liability to Owner for delay or damage caused Owner because of such suspension of services. Before resuming services, Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Architect's services. Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

b. If the Project is suspended by Owner for more than 30 consecutive days, Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Architect shall be compensated for expenses incurred in the interruption and resumption of Architect's services. Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

c. If the Project is suspended or Architect's services are suspended for more than 90 consecutive days, Architect may terminate this Agreement by giving not less than seven days' written notice.

d. This Agreement may be terminated by either Party upon not less than seven days' written notice should the other Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

e. This Agreement may be terminated by Owner upon not less than seven days' written notice to Architect for Owner's convenience and without cause.

f. In the event of termination not the fault of Architect, Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in subparagraph g, hereof.

g. Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which Architect is not otherwise compensated, plus an amount for Architect's anticipated profit on the value of the services not performed by Architect.

18. Force Majeure

A failure or delay in performance by either Party to this Agreement shall not be a breach of this Agreement, nor constitute an event of substantial nonperformance under Article 16 herein, provided such failure or delay arises out of or results from fire, flood, earthquake or other natural disasters, or acts of a public enemy, war, rebellion, sabotage, transportation

embargoes, failures or delays in transportation, epidemic, quarantine restrictions, acts of God, acts, rules, regulations, orders or directives of any governmental authority or the order of any court of competent jurisdiction. This article shall not excuse any event of substantial nonperformance under Article 16 herein.

19. Asbestos & Hazardous Materials

It is mutually agreed and understood that Architect shall not perform any services whatsoever related to the identification, abatement, or remediation of asbestos or other hazardous materials, including pollutants, nor shall Architect assume any liability for damages or costs related to such materials.

20. Insurance

Architect is protected by Workman's Compensation, Professional Liability and Standard Public Liability Insurance. Architect shall furnish copies of insurance certificates at Owner's request.

21. Successors & Assigns

The Parties agree, respectively, to bind themselves, their partners and their successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of the other Party with respect to all covenants of this Agreement. Neither Party shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

22. Standard of Care

In performing services required by this Agreement, Architect shall use that degree of care and skill ordinarily exercised under similar circumstances by competent members of Architect's design professions practicing in this locality. Notwithstanding Architect's compliance with this standard of care, Owner can normally anticipate that some changes and adjustments in the Project shall be required in order to correct errors and omissions in Architect's documents, which are discovered either during or after construction. Owner agrees to establish, with Architect's assistance, a contingency fund to cover the reasonably anticipated cost of such changes and adjustments. It is mutually agreed that any charges against such contingency shall not be indicative of negligence on Architect's part, nor occasion a dispute or claim in accordance with Article 10 herein.

23. Indemnification

Architect hereby indemnifies and holds harmless the Owner, its officers, directors and employees (collectively, the Owner) against

damages, liabilities or costs, including reasonable attorneys' fees and defense costs, solely caused by any negligent performance of professional services under this Agreement by the Architect, including any Subconsultants thereof. Neither Owner nor Architect shall be obligated to indemnify the other Party in any manner whatsoever for the other Party's own negligence. Architect shall not be liable for indirect, special, or consequential damages.

24. Clause Headings

The headings and subheadings of clauses contained herein are used for convenience and ease of reference and do not limit the scope or intent of the clause.

25. Entire Agreement

This proposal, incorporating these Standard Terms and Conditions, is the entire Agreement of the Parties. It supersedes any previous representations or commitments, oral or written, concerning the subject of this Agreement. No course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Agreement. Any modification of this Agreement must be in writing and signed by an authorized representative of both parties hereto. All work performed by Architect, actions taken, and payments made, if any, under any other prior written or oral agreements, with respect to this Agreement shall be deemed to have been work performed, actions taken, or payments made under this Agreement.

Town Hall

From: Town Manager
Sent: Tuesday, July 28, 2026 11:00 AM
To: Library Director
Cc: Town Hall
Subject: Library

Carol,

Jane just had a telephone conversation with one of the library trustees regarding the proposed library expansion. It is my understanding that the trustees may have voted last evening (7/28) which resulted in awarding a contract to an architect. Procedurally this should be accomplished at a noticed trustees meeting. Based on Jane's conversation with the trustee I will be putting together a document requesting capital reserve funds related to the contract which would be on the August 10 BOS agenda.

While Jane was on the phone with the trustee I asked to review & sign the contract with the architect.

I believe that we will need to have conversations about the logistics of how this project will be handled going forward, specifically related to: contract(s), bidding, expenditures, etc.

Thanks

Jim

James Scott Pineo

Town Manager
Town of Lincoln, NH
148 Main Street-PO BOX 25
Lincoln, NH 03251
603-745-2757
www.lincolnnh.gov



Jerry Stringham
PO Box 879
Lincoln, NH 03251
240-601-4334

August 2, 2026

Lincoln Board of Selectmen
c/o James Pineo, Town Manager
Lincoln Town Hall
148 Main Street / PO Box 25
Lincoln, NH 03251

RE: Request for Street Name Change – Parkers Court

Dear Chairman Robinson, Selectman Daly, and Selectman Ham:

I am writing to request that the Select Board consider changing the name of Parkers Court, a private road in Lincoln on which I own property at 7 Parkers Court. Under RSA 231:133, I, the Board has the authority to change the name of a street “at any time when in its judgment there is occasion” for doing so, and the statute specifically directs that no street name be one that is confusingly similar to another street name already in use in the municipality.

Parkers Court presents exactly the situation the statute is meant to address. There are two other streets in Lincoln with “Parker” in their name — Parker Street and Parker Road — in addition to Parkers Court itself. Parker Street is located off Main Street in the village area of town, and Parker Road is located in the North Lincoln area near the Franconia Notch State Park boundary; Parkers Court has been listed under both “Parker Court” and “Parkers Court” in different databases, despite there being no such single, consistently named street. This overlap has caused real, ongoing problems:

- GPS and mapping services routinely fail to recognize or route to “Parkers Court” when directions are requested.
- The similarity to the other Parker-named streets creates a genuine risk of delay for emergency responders trying to locate the correct address.
- The U.S. Postal Service does not currently deliver mail to this address, forcing property owners to rely on a post office box instead.

There are only two lots on the road — my property at 7 Parkers Court, and the vacant lot at 11 Parkers Court — so a change would affect a very small number of record owners and could be accomplished with minimal disruption. Notably, D.R. Landry & Sons Property Services, a local business operating from this road, uses a US Route 3 address for its customers rather than a Parkers Court address — a further, real-world illustration of how little the current name is actually used or relied upon, even by those located on it.

The property has a view of several notable peaks in the White Mountains, including Lincoln, Haystack, Liberty, and Lafayette. In the interest of choosing a name that is both distinctive and unlikely to be confused with an existing street or business name in town, I would suggest the Board consider one of the following:

- Ridgeline Court
- Skyline View Court

I would welcome the opportunity to discuss this request, or any alternative names the Board may prefer, and am happy to be placed on an upcoming Select Board meeting agenda. Please let me know if any additional information or documentation is needed from me or from the owner of the adjoining lot.

Thank you for your time and consideration.

Sincerely,

Jerry Stringham

Jerry Stringham
7 Parkers Court, Lincoln, NH 03251
Mailing address: PO Box 879, Lincoln, NH 03251
Phone: 240-601-4334