



**CITY OF
MONTPELIER
MONTPELIER,
VERMONT**

Agenda for City
Council Meeting
Wednesday,
February 28, 2018
06:30 P.M.

- 1) Call to Order by the Mayor
- 2) 18-064. Review and Approve Agenda
- 3) 18-065. General Business and Appearances
- 4) 18-066. Consideration of the Consent Agenda
 - a) Approve 2/14/18 City Council Meeting Minutes
 - b) Ratification of Fire Union Contract
 - c) Award of contract for FY19 crack sealing of streets
 - d) Become the Liquor Control Commission for the purpose of approving applications for liquor licenses
 - e) Payroll & Bills
- 5) 18-067. Mountaineers update and wheelchair seating
- 6) 18-068. Budget Public Information Hearing
- 7) 18-069. Warning Public Information Hearing

- 8) 18-070. Bond Public Information Hearing
- 9) 18-071. Charter Change Public Information Hearing
- 10) 18-072. Parklet Ordinance, 2nd reading
- 11) 18-073. Pump Track
- 12) 18-074. Other Business
- 13) 18-075. Council Reports
- 14) 18-076. Mayor's Report
- 15) 18-077. City Clerk's Report
- 16) 18-078. City Manager's Report
- 17) 18-079. City Manager's Contract
 - a) It is anticipated that the entire substance of this discussion will be conducted in Executive Session in accordance with Title I, VSA §313, Executive Sessions, (1)(A) contracts
- 18) Adjournment

Minutes of the Montpelier City Council Meeting
February 14, 6:30 PM
City Council Chambers, City Hall

In attendance: Mayor John Hollar, City Manager Bill Fraser, Councilors Anne Watson, Rosie Krueger, Dona Bate, Justin Turcotte, and Jean Olson. Councilor Ashley Hill was absent. City Clerk John Odum acted as secretary.

Call to Order by the Mayor

18-047. The proposed agenda was approved by acclimation, without objection.

18-049. After brief comments, the proposed consent agenda was moved sans the January 24 minutes by Councilor Turcotte. Councilor Watson seconded. The consent agenda on the table contained the following items for approval:

- b) Regional Master Plan Approval
- c) Conservation Commission Alternates/Term Length Resolution
- d) Certificate of highway mileage
- e) Become the Liquor Control Commission for the purpose of approving applications for liquor licenses
- f) Payroll & Bills

Without further discussion, the motion carried unanimously (5-0).

18-050. The Council opened discussion on Conservation Commission Appointments. Councilor Krueger recused herself for possible conflict of interest. Candidates Brenna Toman, Glennie Sewell, Katie Michels, Nick Gianetti, Jamie Bates, and Michael Lazorchak addressed the Council.

Councilor Watson moved the Council enter executive session to discuss the appointments. Councilor Turcotte seconded, and the motion carried unanimously at 6:41PM. At 6:47PM, Councilor Turcotte moved the Council return to open session and Councilor Watson seconded. The motion carried unanimously.

Councilor Watson moved that the following candidates be appointed to 4 year positions on the Conservation Commission: Brenna Toman, Nick Gianetti, Michael Lazorchak, and Katie Michels. Councilor Turcotte seconded and the motion carried unanimously at 6:50.

18-051. The Council discussed Planning Commission Appointments. The following candidates addressed the Council: Ariane Kissam, Stephanie Smith, and Paul Carnahan.

Councilor Watson moved the Council enter executive session to discuss the appointments. Councilor Bate seconded, and the motion carried unanimously at 6:54. At 7:03 Councilor Turcotte moved the Council return to open session. Councilor Bate seconded and the motion carried unanimously.

Councilor Watson moved that Ariane Kissam and Stephanie Smith be appointed to the Planning Commission. Councilor Bate seconded, and the motion carried unanimously.

City Manager Fraser briefly discussed the proposed charter change relating to the Planning Commission.

- 18-052. At 7:06 the public hearing/2nd reading of the proposed Dog Ordinance was opened by the Mayor. Police Officer Neil Martel, Assistant City Manager Sue Allen, Health Officer Bob Gowans, and Community Justice Center Director Yvonne Byrd came forward for discussion. Danis Regal offered comments during the discussion

Councilor Kruger moved that the Council pass 2nd reading to approve the ordinance and adopt the amendment to article 2 as articulated. Councilor Bate seconded. Discussion followed.

Councilor Turcotte moved moved to amend the license fees in the ordinance from the current five dollars above the state base to eight dollars. Councilor Bate seconded and the motion to amend passed unanimously.

After further discussion, the underlying motion to pass the 2nd reading and approve the ordinance passed unanimously as amended at 7:44.

The Mayor called a recess at 7:45. The meeting reconvened at 7:49.

- 18-053. The Council opened discussion of the proposed Black Lives Matter resolution with School Superintendent Brian Ricca, High School Principal Mike McRaith, and MHS student Mandy Abu Aziz. Kathy Johnson participated in the discussion. Councilor Bate moved to adopt the resolution: Whereas, on February 1, 2018, a Black Lives Matter flag was raised at Montpelier High School to fly for the month of February. The Montpelier School Board approved the request from Montpelier High School students of the Racial Justice Alliance to raise the flag. The school board stated they are “committed to making our schools inclusive, to combating institutional racism and to working toward equity for every student.” At the flag raising, students spoke out about prejudice and racism in our schools and community; and whereas, students have spoken out about prejudice and racism experienced in our school and community; and whereas, Montpelier prides itself in being an inclusive, welcoming community; and be it resolved that the Montpelier City Council supports Montpelier Public Schools in their raising of the Black Lives Matter flag. Be it further resolved that the Montpelier City Council rejects all forms of racism, bigotry and hate, and seeks to work together to combat these issues in our community; and be it further resolved that the Montpelier City Council is committed to inclusion and equality as a foundation of our community and encourages residents to support this commitment. Councilor Turcotte seconded. After further discussion, the motion carried unanimously.

- 18-054. The Mayor opened the second reading/public hearing on the proposed Sprinkler Ordinance. Councilor Olson’s postponed motion from the previous reading was taken up by the Chair. Without objection, the motion was amended to delete only those portions of the ordinance relating to one and two family homes, rather than striking the entire

ordinance. Discussion followed, which included Fire Chief Bob Gowans and Building Inspector Chris Lumbra. Comments were offered by Sandra Vitzthum, Kate Stephenson, and Zachary Hunter.

Following discussion, the motion carried 4-2 (Councilors Krueger voting nay, Councilors Bate, Turcotte, Olson and Mayor Hollar voting aye). Councilor Olson moved to pass second reading and approve the sprinkler ordinance as amended. Councilor Turcotte seconded. After a brief discussion, the motion carried unanimously.

- 18-055. Paul Gamble and Nathan Suter came forward to discuss the Taylor Street art project and announce the committee's recommendation for the award. Councilor Bate moved the Council enter executive session to discuss the award, considering the relationship of the artist to their work equated to a personnel decision. Councilor Turcotte seconded. After discussion, the motion failed 1-4 (Councilor Bate voting aye). After further discussion, Councilor Krueger moved to accept the committee's recommendation and move forward with the process of commissioning this artwork. Councilor Turcotte seconded. Motion carried 4-0 (Councilor Bate abstaining).
- 18-056. The Council engaged in a brief discussion of their schedule.
- 18-057. Councilor Bate reported on the VLCT workshop on January 24th. Councilor Turcotte thanked the city for its.
- 18-059. The City Clerk noted that quarterly tax payments were due the next day.
- 18-060. The City Manager reported on the Mowatt and French Block projects. He also reported on attending an international gathering at Bagitos with the Mayor, commented on the BLM flag (with a personal anecdote) at the school and the coming Ghanaian dinner, and lauded the community.

Without objection, the Mayor adjourned the meeting by acclamation at 9:30PM.



CITY COUNCIL Agenda Item #18-066(b)

Date: February 28, 2018

Consent X Discussion Time Sensitive

SUBJECT: Ratification of Montpelier Fire Union contract for July 1, 2018 through June 30, 2021.

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Authorize the City Manager to sign the collective bargaining agreement ratified by a majority vote of the Local #2287, International Association of Fire Fighters AFL-CIO-CLC members and the City of Montpelier.

RELATED COUNCIL GOAL/PRIOR ACTION: B: Good Governance

EXPENDITURE REQUIRED: Personnel Expenses

SOURCE OF FUNDS: General Fund

LEGAL REQUIREMENTS: The current collective bargaining agreement with the Montpelier Fire Department expires on June 30th. The City must bargain in good faith for a successor agreement.

BACKGROUND INFORMATION: City must bargain in good faith to reach a contract agreement with collective bargaining units.

SUPPORTING DOCUMENTS: City Manager's Memo, Proposed Contract

INTERESTED PARTIES: Council, FD Union

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to be "W. Hoffman", written over a horizontal line.



America's Small Town Capital

Mayor John Hollar

City Council Members:

Dona Bate
Ashley Hill
Rosie Krueger
Jean Olson
Justin Turcotte
Anne Watson

William Fraser,
City Manager

Sue Allen,
Assistant City Manager

MEMORANDUM

To: Mayor Hollar & City Council Members
From: William Fraser, City Manager
Re: Ratification of Fire Union Contract
Date: February 20, 2018

Negotiations with the Fire Union were extremely cooperative and productive. It only took four meetings to reach a full tentative agreement which will be on the February 28th consent agenda. I recommend that you ratify the contract. The union is voting on the 26th to ratify the agreement.

The contract is for the period July 1, 2018 through June 30, 2021. It is, therefore, effective for the next fiscal year unlike Police and DPW which were effective during the current fiscal year.

This contract was structured very similarly to the Police agreement and, in some cases, adopted identical provisions.

As with Police, a priority consideration for the Fire Union was their request to move from the VMERS-C plan to VMERS-D which has better retirement benefits and makes our department much more competitive for recruiting new employees.

VMERS-D, however, comes with an increased employer payment of 1.5% and can only be implemented on January 1 of a given year (even though we have a July 1- June 30 fiscal year). Long term employees may opt to remain in VMERS C since it may be advantageous for them at this stage of their careers.

Therefore, we needed to develop a structure which incorporated these factors, maintained competitive wages but also respected the city's budget constraints. VMERS

D will become available on January 1, 2019 (half way through FY19). This is the same time that the Police will be eligible to enter into VMERS D as well.

Just like Police, the final recommended settlement results in bifurcated wage adjustments and scales – one for employees in VMERS C and one for employees in VMERS D.

	FY19	FY20	FY21
VMERS D	1.75%	2.0%	2.0%
VMERS C	1.75%	2.0%	2.0%
	1.5% on 1/1/19		

Therefore the total three year package for D employees is 5.75% with the city adding an additional 1.5% in retirement cost halfway through FY19. Overall city cost increase 7.25% over the three years (2.42% average).

The cost totals are the same for VMERS C employees, the difference being that they will receive an additional 1.5% in pay half way through FY19. Their three total pay adjustment will be 7.25% with no additional retirement benefits. (also 2.42% average).

Because the wage and VMERS D expenses commence halfway through the fiscal year in FY19, the total budget impact is 2.5% rather than the full 3.25%. For the FY19 Budget, we included a projected 2.0% adjustment for employees. The difference between 2.5% and the budgeted 2.0% for the fire union is approximately \$6,000 which we believe can be managed through call back, overtime, etc.

I've included the full draft agreement with changed areas highlighted. Other key changes include:

- Holiday pay clarified
- Language concerning Paramedics added throughout agreement
- Limited Vacation cash out provision
- Clarity on status of probationary employees
- Additional qualifications needed for step advancement at top
- Physical Qualifications test with from \$600 bonus
- Language added to allow for ceding authority to CVPSA

AGREEMENT

between

THE CITY OF MONTPELIER, VERMONT

and

LOCAL # 2287, INTERNATIONAL ASSOCIATION

OF

FIRE FIGHTERS

AFL-CIO-CLC

EFFECTIVE: July 1, ~~2015-2018~~ through June 30, ~~2018~~2020

Based on Agreement reached February 13, 2018

CONTENTS

	Preamble	Page 1
Article 1	Recognition	Page 2
Article 2	Payroll Deduction of Union Dues	Page 3
Article 3	Management Rights	Page 4
Article 4	Non-Discrimination	Page 5
Article 5	Grievance and Arbitration Procedure	Page 6
Article 6	Discipline & Discharge	Page 9
Article 7	Hours of Work	Page 10
Article 8	Overtime and Callback	Page 12
Article 9	Work Clause	Page 14
Article 10	Holidays	Page 15
Article 11	Vacations	Page 16
Article 12	Sick Leave, Work Related Leave & Disability	Page 19
Article 13	Bereavement Leave	Page 23
Article 14	Leave of Absence	Page 24
Article 15	Probationary Period	Page 25
Article 16	Seniority	Page 26
Article 17	Promotional Vacancies	Page 28
Article 18	Employee Conduct	Page 29
Article 19	Personnel/Training Files	Page 30
Article 20	Compensation	Page 31
Article 21	Insurance	Page 34
Article 22	Labor-Management Communications	Page 35
Article 23	Outside Details	Page 36
Article 24	Miscellaneous	Page 37
Article 25	Uniform & Protective Clothing	Page 39
Article 26	Medical Examination	Page 40
Article 27	Pension	Page 43
Article 28	No Strike No Lockout	Page 44
Article 29	Acknowledgment of Arbitration	Page 45
Article 30	Duration of Agreement	Page 46
	Side Letters	Page 47
Appendix A	Wage Scales	Page 48

PROPOSAL

PREAMBLE

WHEREAS, the parties desire to increase the general efficiency of the Fire Department, to maintain their existing harmonious relationship, and to promote their morale, rights and well being;

and

WHEREAS, the parties regard persons covered by this Agreement as public employees governed by the highest ideals of honor and integrity in all public and personal conduct, in order that they may merit the respect and confidence of the general public;

THEREFORE, the City of Montpelier, Vermont (the “City”), acting by and through its City Manager, and Local #2287, International Association of Fire Fighters, AFL-CIO-CLC (the “Local” or “Union”), agree as follows:

ARTICLE 1 RECOGNITION

Section 1. Persons Covered by this Agreement. In accordance with the certification of the State Labor Relations Board dated January 30, 1974, the City recognizes the Local as the sole and exclusive collective bargaining agent for the purpose of negotiating wages, hours, and conditions of employment for all ~~permanent~~ full time employees in position of career Firefighters, EMTs, Paramedics and Lieutenants of the Montpelier Fire Department, excluding the Chief, Deputy Chief, ~~Secretary~~Public Safety Administrative Assistant, Part Time Firefighters and/or EMT's, Call Force and all other employees. The term "employee" as used henceforth in this contract refers solely to persons in the bargaining unit covered by this Agreement.

Section 2. The City, through its Manager, Mayor, City Council or any City Council Member, will not negotiate with nor make individual agreements with employees or groups of employees covered by this Agreement. It shall be considered a violation of this Agreement for employees or groups of employees, or anyone acting in their behalf who is not a Union agent, to approach the Manager, Mayor, City Council or any City Council Member concerning any matter which is a mandatory subject of collective bargaining between the City and the Union.

ARTICLE 2 PAYROLL DEDUCTION OF UNION DUES

Section 1. The City agrees to deduct Union dues, in accordance with the City's payroll schedule, from the pay of all employees in the bargaining unit who have given written authorization to the City for such deductions, and to transmit the amounts collected to the Treasurer of Local #2287, as designated in writing to the City by the Union. All employees who are eligible to join the Union, but have elected not to do so shall pay a bi-weekly agency fee equal to Union dues to the Union (beginning upon their date of hire) through payroll deduction to Local 2287 - IAFF. Remittance of the amount of deductions will be made to the Union Treasurer within fifteen (15) working days after the month in which dues are deducted

Section 2. In the event the employee does not have any pay for a particular period, or in the event the employee does not have a sufficient sum due him after deductions have been made for taxes, social security, pension, health insurance, or other deductions required by law, it will be the responsibility of the Union to collect the dues directly from the employee. When an employee is not on the payroll, and is returned to said payroll, then the City will renew its deductions so long as the authorization is valid.

Section 3. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other form of liability which shall arise out of, or by reason of, action taken by the City in reliance upon payroll deductions, in accordance with authorization cards submitted by the Union to the City.

**ARTICLE 3
MANAGEMENT RIGHTS**

Section 1. Except as specifically limited by an express provision of this Agreement, the City, its Manager, Mayor, Members of the City Council and Fire Chief reserve and retain all rights granted by law and customarily belonging to or exercised by public management.

Section 2. Departmental Orders. General Departmental orders or policies issued and signed by either the Fire Chief, Deputy Chief or City Manager, or any changes thereof, shall be posted on the bulletin board for a period of not less than six (6) days so that it shall be accessible to personnel of the department. The original of such general orders or policies, or any changes thereof, shall be kept by the Chief in a binder especially for this purpose, and a copy shall be given to the secretary of the Local Union.

ARTICLE 4
NON-DISCRIMINATION

Section 1. Neither the City nor the Union shall discriminate against an employee on the basis of race, religion, color, ancestry, national origin, sex, sexual orientation, place of birth, age, political affiliation, or membership or non-membership in the Union, or against a qualified individual with a disability.

Section 2. Employee Rights and Representation. Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to exercise any and all rights provided them under Chapter 22 of Title 21 of Vermont Statutes Annotated.

ARTICLE 5
GRIEVANCE & ARBITRATION PROCEDURE

Section 1. A grievance is any dispute concerning the interpretation or application of this Agreement arising after its effective date, and shall be processed as follows:

Step 1. The written grievance will be submitted to the Chief within fifteen (15) days after the Union or the Grievant knew or should reasonably have known of the incident giving rise to the grievance. The Chief shall meet with the Grievant and not more than two (2) Union representatives within three (3) days after receipt of the written grievance, and shall respond in writing to the Union and the Grievant within five (5) days after the meeting.

Step 2. The written grievance will be submitted to the City Manager within five (5) days after receipt by the Union of the Step 1 decision of the Chief. The City Manager shall meet with the Grievant and his/her Union representative within five (5) days after receipt of the written grievance, and shall respond in writing within ten (10) days after the meeting.

Step 3. If the grievance remains unsettled following the decision of the City Manager at Step 2, the Union, and not any individual employee(s), may demand arbitration. A demand for arbitration is initiated by filing a written notice with the City Manager within twenty (20) days after receipt by the Union of the decision of the City Manager at Step 2. In the event the City Manager fails to provide a written decision at Step 2 within the required time period, the Union may, in its discretion, file a demand for arbitration within twenty (20) days of the date the City Manager's Step 2 decision was due.

If the parties are unable to agree on an Arbitrator, the Arbitrator shall be selected from a panel provided by either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS); the Union in its discretion may

select either AAA or FMCS. The arbitration will be conducted under the rules of the AAA or the FMCS, whichever may be applicable. The cost of the Arbitrator's services and expenses shall be shared equally by the City and the Union. The Arbitrator's decision shall be final and binding on the parties. The Arbitrator shall have no power to add to, subtract from, alter or modify this Agreement or any of its provisions, or to impose any remedy or right of relief for any period of time prior to the effective date of this Agreement.

Special Provisions for Termination: No employee will be terminated without first having the opportunity to meet with the Chief and/or the City Manager in order to review and respond to the charges against him/her. A discharge for cause shall be appealed directly to arbitration by filing a demand as provided herein within twenty (20) days of the date of termination.

Section 2. A grievance will be deemed waived and settled on the basis of the City's last answer unless the grievance is:

- a. submitted at Step 1 within fifteen (15) days after the Union or the Grievant knew or should have reasonably known of the occurrence or non-occurrence of the incident upon which the grievance is based; and
- b. submitted at Step 2 within five (5) days after receipt of the Step 1 decision of the Chief; and
- c. submitted to arbitration within twenty (20) days after receipt of the Manager's Step 2 decision; or, in the event of a discharge, within twenty (20) days of the termination date. A demand for arbitration shall be made by letter, hand delivered or postage prepaid, addressed to the City Manager and postmarked or delivered by hand within the time limit provided. In the event the parties are unable to agree on the identity of an arbitrator, the parties will cooperate and mutually file a demand for arbitration with either AAA or FMCS, as provided in Section 1 herein. Time limits hereunder may be extended only by mutual written agreement of the parties.

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Section 3. “Days, or working days” as used in this contract shall mean the days Monday through Friday, inclusive, excluding Saturdays, Sundays and holidays on which City Hall is closed.

Section 4. In any case where an individual employee is processing a grievance without Union representation, the Union shall be entitled to attend and to participate at any step of the grievance procedure.

Section 5. Union officers, representatives, or Grievance Committee members, not to exceed two (2), shall be granted leave of absence without loss of pay or benefits for the time required to discuss and process grievances with the employee or others involved, and to participate in any step in the grievance or arbitration procedure.

ARTICLE 6

DISCIPLINE & DISCHARGE

Section 1. An employee who has completed his/her probationary period shall not be disciplined or discharged except for just cause. Any dispute under this Section shall be expedited through the grievance procedure, and in the case of discharge, submitted in writing at Step 1 within five (5) working days.

Section 2. The parties jointly recognize the deterrent value of disciplinary action. Accordingly, whenever appropriate, the City will:

- (a) Act promptly to impose discipline within a reasonable time of the offense;
- (b) Apply discipline with a view toward uniformity and consistency of punishment; and
- (c) Ordinarily employ a procedure of progressive discipline:

First violation	-	Oral warning;
Second violation	-	Written warning;
Third violation	-	Suspension (with written notice);
Fourth violation	-	Discharge.

Nothing in this Section shall prohibit the City from bypassing progressive discipline when just cause requires, or from applying disciplinary action of differing degrees. The failure of the City to employ progressive discipline in any case shall not by itself be deemed a violation of the "just cause" standard.

Section 3. Disciplinary action will, when practical, be taken privately, and in the presence of the Union Steward.

Section 4. A written warning will be removed from the employee's personnel record after two (2) years with no intervening disciplinary action.

Section 5. This procedure shall be the exclusive procedure concerning dismissal.

Section 6. The Union will cooperate with the City in the administration of discipline.

ARTICLE 7 HOURS OF WORK

Section 1. The average workweek for employees shall be forty-two (42) hours. The regular hours of duty for employees shall be 24 hours on duty and 72 hours off duty. New probationary employees as per Article 15 may be assigned a different work schedule for training or evaluation purposes by the Fire Chief. By mutual written agreement, the average workweek and/or regular hours of duty may be changed without re-opening the entire contract.

Section 2. The City may change the schedule of hours, modify the cycle, or re-define the work period for up to four employees, some or all of whom may be Officers. These positions shall be called Operations positions. The City does not intend to create Operations Positions by reducing regular shift positions or creating uneven shifts. Vacant Operations Officer positions shall be posted with permanent full time Officers given the first opportunity and preference to fill the positions. Vacant Operations positions shall be posted with employees given the first opportunity and preference to fill the positions. In the event that no employee applies, such vacancies may be filled by employees in reverse order of departmental seniority or these vacancies may be posted for individuals employed part time and/or the general public. The City reserves the right to assign Officers to any Operations officer positions in reverse order of departmental seniority. These full time employee positions shall have written job descriptions reflecting their specific duties, responsibilities and evaluation criteria.

Section 3. In the event of any emergency situation, fire or ambulance related, requiring members to work beyond the end of their regular tour of duty, it shall be the responsibility of the officer in charge to see that these employees are relieved by the oncoming tour as speedily as possible.

Section 4. Positions are defined as follows:

(a) Full Time Firefighter/EMT's, Lieutenants: Employees in the bargaining unit who have specialized skills in firefighting and emergency medical services. Employees shall be certified and trained as specified in this agreement. Their primary function is to provide fire suppression, protection, prevention, education, rescue and emergency medical services for the City of Montpelier. Lieutenant positions are considered Officers.

(b) Full Time Firefighter/Paramedics, Lieutenants: Employees in the bargaining unit who have specialized skills in firefighting and paramedic services. Employees shall be certified and trained as specified in this agreement. Their primary function is to provide fire suppression, protection, prevention, education, rescue and paramedic services for the City of Montpelier. Lieutenant positions are considered Officers

(~~c~~b) Part Time Firefighter/EMT's: Individuals outside of the bargaining unit who hold part time status and who are certified and trained as specified in this Agreement. These individuals may be used for call back and shift coverage consistent with all provisions of this agreement as well as ambulance transfers. Part time Firefighters/EMT's may be used to fill in for Full Time Firefighters/EMT's due to injury, illness or vacancy for up to 60 days. This time may be extended by mutual agreement of the City and Union. The city intends to utilize individuals employed part time to supplement the full time force. The City does not intend to replace full time positions with part time positions.

(c) Part Time Firefighter/Paramedics: Individuals outside of the bargaining unit who hold part time status and who are certified and trained as specified in this Agreement. These individuals may be used for call back and shift coverage consistent with all provisions of this agreement as well as ambulance transfers. Part time Firefighters/Paramedics may be used to fill in for Full Time Firefighters/EMT's/Paramedics due to injury, illness or vacancy for up to 60 days. This time may be extended by mutual agreement of the City and Union. The city intends to utilize individuals employed part time to supplement the full time force. The City does not intend to replace full time positions with part time positions.

(~~d~~e) Part-time EMT's: Individuals employed Part Time, Individuals outside of the bargaining unit who may be used for ambulance calls and transfers, and such other bargaining unit work as may be appropriate given their certification and training.

(e) Part-time Paramedics: Individuals employed Part Time, Individuals outside of the bargaining unit who may be used for ambulance calls and transfers, and such other bargaining unit work as may be appropriate given their certification and training.

Section 5. Exchange Time. The Fire Chief or his/her designee may grant the request of any two employees to exchange tours of duty or substitute for one another during assigned shifts (subject to the provisions of the Fair Labor Standards Act) provided each employee is qualified to perform the other's duties. All employees will be required to state, in writing, the reason for exchanging time when it will be for twenty-four (24) hours or more. Advance notice of any such exchange must be given to the Fire Chief or his/her designee. Notice may be provided up to three (3) months in advance of the requested exchange. Individuals who participate in a shift change shall be responsible for all duties required on the new shift as if originally scheduled.

ARTICLE 8
OVERTIME and CALLBACK

Section 1. In the event an employee is called in for overtime, the employee shall be paid at time and one-half his hourly rate. An employee who is called in shall receive a minimum of one hour's pay at overtime rates for calls starting between 0700 hours and 2059 hours and a minimum of two hours for calls starting between 2100 hours and 0659 hours. If the employee who has been called in is subject to another call during the minimum callback period, then such work will be treated as a continuation of the original call-in period. The minimum call back period will conclude when all vehicles and duty personnel are back in service. Time worked to the applicable minimum call-in period will be rounded off to the next higher half-hour, as for example:

1 hour, 10 minutes	=	1.5 hours
1 hours, 35 minutes	=	2 hours
2 hours, 12 minutes	=	2.5 hours

Section 2. In the event an employee is called in to work an overtime shift starting at 0800 hours and ending at 1800 hours, or starting at 1800 hours and ending at 0800 hours, said employee shall be paid at their overtime rate.

Section 3. Every effort shall be made to distribute scheduled overtime work on an equitable basis throughout the year. Scheduled overtime is defined as a work opportunity resulting from an employee's absence due to vacation time, sick time, illness or injury time, school coverage, leave of absence or bereavement leave. An overtime/callback roster and procedure shall be developed by the Fire Chief after meeting and conferring with the Union. The Fire Chief will post the overtime/callback roster and procedure. Employees shall have first option for overtime work in accordance with the callback rotation system, with employees having priority over individuals employed part time. Individuals employed part time may be used to fill

in for employees who are out on vacation time, sick time, work related injury, schools, bereavement leave or hourly and shift coverage by being placed into the department call back rotation systems after all employees consistent with department policy. To be placed into the rotation systems to fill in for employees, the individuals employed -Part Time must be Vermont State Certified Firefighter, Vermont State Certified Emergency Medical Technician or Paramedic and duly trained as determined by the Fire Chief. All employees who report to work in response to a callback shall be paid from the time the incident is officially logged.

ARTICLE 9 WORK CLAUSE

Section 1. All employees shall participate in housekeeping, maintenance, repair work, and other job-related duties customarily required in the Department. All duties referred to in this Section shall be apportioned fairly and equitably.

Section 2. "Maintenance" and "repair work" as mentioned in Section 1 is defined as regular or routine maintenance and repairs to Fire Department buildings and equipment. Such instances are those where in the judgment of the Chief no special instruction, skill, equipment or materials are needed; provided, however, that regular Fire Department employees shall not be required to repair roofs, install showers, lavatories or sinks, perform cement work or carpenter work, or clean boilers.

Section 3. Employees shall be required to complete all paperwork required by the State, Federal, or City government and/or the Fire Chief and/or Deputy Fire Chief.

Section 4. Each employee must possess or attain a current State of Vermont Emergency Medical Technician Registry Certification or Paramedic certification and maintain valid certification while employed by the Montpelier Fire and Ambulance Department. Each employee must possess or attain a Firefighters Certification issued by the State of Vermont, and maintain valid certification while employed by the Montpelier Fire and Ambulance Department. Each employee must possess or attain a valid State of Vermont driver's license, and maintain a valid license while employed by the Montpelier Fire and Ambulance Department. Graduation from high school or vocational school, or equivalency degree is required for all new employees after July 1, 1996.

Section 5. Individuals employed part time shall be required to maintain the above certifications if relevant to the duties they are expected to perform. (ex. - ambulance personnel

must maintain EMT certification, fire fighting personnel must maintain Firefighters certification.,
paramedics must maintain paramedic certification.)

PROPOSAL

ARTICLE 10

HOLIDAYS

Section 1. The following days shall be recognized as holidays:

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Town Meeting Day	First Tuesday in March
Memorial Day	Last Monday in May
Independence Day	July 4
Bennington Battle Day	August 16
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Section 2. Holiday pay for each holiday will be computed at 8.4 (hours) times the applicable hourly rate in effect on the date of the holiday. Holiday pay will be paid ~~on a~~ quarterly basis during the pay period that the holiday occurs. Employees scheduled to work during the 24 hours of the holiday will be paid time and a half for the hours actually worked in addition to holiday pay.

Section 3. In the event of an employee's death, the employee's accrued holiday pay will be paid to the employee's designated beneficiary.

Section 4. Notwithstanding anything contained in this Agreement, in no event shall an employee on unpaid leave status, or who is receiving short-term disability income insurance benefits in accordance with Article XII, Section 6, receive pay for any holiday occurring during the time the employee receives short-term disability income insurance benefits.

ARTICLE 11 VACATIONS

Section 1. Each employee shall be entitled to vacation time (one vacation day = 8.4 hours).

(a) An employee with six months or less City seniority at the time of the employee's appointment in the Fire Department shall not accumulate nor use vacation days during the employee's first six months of employment with the Department.

(b) Upon the attainment of six months Departmental Seniority by such employee, the employee shall be credited with 50.4 vacation hours.

(c) After attaining six months of Departmental Seniority, the employee shall accrue vacation days as follows:

- (1) An employee with more than six months but fewer than seven years of City Seniority shall accrue vacation time at the rate of eight and four tenths (8.4) vacation hours per month of employment with the Department. Total accumulation may not exceed two hundred-ten (210) vacation hours.
- (2) An employee with seven or more years but fewer than fourteen years of City Seniority shall accrue vacation time at the rate of Twelve and six tenths (12.6) vacation hours per month of employment with the Department. Total accumulation may not exceed Two hundred fifty-two (252) vacation hours.
- (3) An employee with fourteen or more years of City Seniority shall accrue vacation time at the rate of sixteen and eight tenths (16.8) vacation hours per month of employment with the Department. Total accumulation may not exceed-Two hundred ninety-four (294) vacation hours.

- (4) Employees in Operations positions shall accrue additional vacation time at the rate of two (2) hours per month. This time shall only accrue during time periods that employees are assigned to Operations schedules.

(d) A City employee with more than six months City Seniority who is appointed to a full-time job or position in the Fire Department shall accrue vacation time in accordance with 2(a), 2(b), 2(c) and 2(d) above, but shall not use vacation time until the employee attains six months of Departmental Seniority.

(e) In the event that a City employee who is employed outside the Fire Department is appointed to a full-time job or position in the Fire Department, the City may determine that the employee is entitled to transfer accumulated hours of vacation time. The terms and provisions of this Agreement shall not be applicable in determining the employee's right to transfer accumulated vacation hours or the number of hours, if any, to be transferred.

Section 2. Vacation leave shall be time off with regular weekly straight time pay, except that in extraordinary circumstances as determined by the Chief, an employee may continue to work and vacation days shall be paid in cash at straight time.

Section 3. The City reserves the right to schedule vacations in such a manner throughout the year as to avoid overtime pay, and every effort will be made to accommodate the wishes of the employee in scheduling vacations during the summer months. The Union's Executive Board will meet with the Chief to discuss vacation schedules. Subject to the operating needs of the Department as determined by the Chief, vacation selection shall be by Departmental Seniority. The City will not limit vacation schedules to one month or a series of months during any one year.

Section 4. Notwithstanding anything contained in this Agreement, in no event shall an employee who is receiving short-term disability income insurance benefits in accordance with Article XII, Section 6, accrue vacation time for any month during which the employee receives short-term disability income insurance benefits for the entire month.

Section 5. An employee whose employment is terminated other than for dismissal for cause and who gives two weeks' notice to the Chief shall receive pay for this unused vacation time.

Section 6. In the event of an employee's death, the employee's designated beneficiary shall receive the employee's pay for the employee's accrued vacation time.

Section 7. In addition to vacation time, up to eight (8) hours per calendar year for incidental leave may be granted to employees. Incidental leave will not accumulate from one year to another. The Chief shall have full discretion whether to use call back time to fill the absence caused by incidental leave.

Section 8. Employees with over 200 hours of accumulated vacation hours will be offered the opportunity to cash in up to 24 hours of vacation time twice during each calendar year (first day in May and first day in November). Payment shall be made during the first pay periods of May and November. Employees must notify the Finance Department by April 1 or October 1 if they wish to cash in vacation time during the following month.

ARTICLE 12
SICK LEAVE, WORK-RELATED LEAVE
AND DISABILITY INCOME INSURANCE

Section 1. Paid sick leave shall accrue at the rate of one (1) day (8.4 hours) for each calendar month in which an employee actually works five (5) or more tours of duty or three weeks if assigned to a Special Projects schedule. Vacation time shall be considered as time actually worked for the purpose of this Section. Unused sick leave may accumulate from year to year up to the total accumulation amount allowed (1,008 hours). Employees with accumulated sick leave in excess of 1,008 hours on July 1, 2008 will be allowed to retain their existing sick leave and accumulation schedule.

Section 2. The purpose of this section is to comply with Vermont's Parent and Family Medical Leave Act 21 VSA 472, and the federal Family and Medical Leave Act (FMLA). To the extent that either act provides a greater benefit than set forth herein for an eligible employee, the City will adhere to the requirements of law. Any leave taken under the provisions of this agreement will run concurrent with the statutory leave available under state or federal law.

~~(1) "Family Leave" means a leave of absence from employment for one of the following reasons:~~

~~(A) The serious illness of the employee.~~

~~(B) The serious illness of the employee's child, stepchild, or ward who lives with the employee, foster child, parent, spouse or parent of the employee's spouse.~~

~~"Parental Leave" means a leave of absence from employment for one of the following reasons:~~

~~(A) The birth of the employee's child.~~

~~(B) The initial placement of a child 16 years of age or younger with the employee for the purpose of adoption.~~

~~"Serious Illness" means an accident, disease or physical or mental condition that:~~

~~(A) poses imminent danger of death;~~

~~(B) requires inpatient care in a hospital; or~~

~~———— (C) requires continuing in-home care under the direction of a physician.~~

~~———— (2) LEAVE.~~

~~During any consecutive 12-month period, an employee shall be eligible to take unpaid leave for a period not to exceed 12 weeks.~~

~~———— (1) for parental leave, during the employee's pregnancy and following the birth of an employee's child or within a year following the initial placement of a child 16 years of age or younger with the employee for the purpose of adoption.~~

~~———— (2) for family leave, for the serious illness of the employee or the employee's child, stepchild or ward of the employee who lives with the employee, foster child, parent, spouse or parent of the employee's spouse.~~

~~———— (3) during the leave, the employee may use accrued sick leave or vacation leave, not to exceed twelve weeks, consistent with the existing policy. The utilization of accrued vacation leave shall not extend the leave provided herein.~~

~~The full text of the state law is available in the City Manager's Office.~~

An employee on sick leave shall be paid from accumulated paid sick leave, or short-term disability income insurance if eligible in accordance with Section 6 of this Article, or a combination of the two in accordance with Section 6 of this Article. No other leave may be used by an employee during the employee's illness or disability, except that the employee may use accumulated vacation time to receive pay if the employee has no paid sick leave balance and is not receiving short-term disability income insurance benefits. Vacation time so used shall be considered as sick leave.

Section 3. Employees absent for the reasons set forth in Section 2 shall report such absence to the Chief immediately, together with the reason for the absence. A doctor's certificate may be required by the Chief in any instance of absence and such a certificate shall be expected for absences in excess of three (3) consecutive tours of duty.

Section 4. Accumulated and unused sick leave shall not be payable on termination of employment.

Section 5. Work-related Injury Leave. In the case of job-related injury or illness, the City will pay the difference between the employee's base weekly salary from the employee's available sick leave, less the amount of Worker's Compensation received, for a period not to exceed ninety (90) calendar days.

Section 6. Short-term Disability Income Insurance.

(a) The City will provide, at total cost to the City, Short-term (6 months) Disability Income Insurance for the employees of the Fire Department. The maximum weekly benefits payable under this insurance program are sixty-six and two-thirds (66 2/3%) percent of the employee's base weekly salary or wage. All determinations of eligibility will be made by the disability insurance carrier in accordance with the terms of the STD plan.

(b) Paid sick leave may be used to supplement the maximum weekly benefits under this insurance program up to a total (paid sick leave and maximum weekly benefits) of 100% of the employee's base weekly wage.

(c) An employee who is medically unable to work, believes himself or herself to be eligible for short-term disability income insurance benefits, and has applied for such benefits but has not received the first disability income insurance payment from the insurance carrier, shall be permitted to use the employee's accumulated paid sick leave in accordance with the provisions of this Article from the date of application until such date as a determination regarding eligibility is made by the insurance carrier.

(d) An employee whose claim for short term disability insurance has been accepted shall, upon receipt of payment for said benefits, reimburse the City for two-thirds (2/3) of any paid sick leave used during such period of time by paying to the City a sum equal to two-thirds of the value of the paid sick leave used during such time. Upon payment to the City of the aforesaid sum, the City will credit the employee's accumulated paid sick leave account with two-thirds of the paid sick leave used by the employee

during such time, and make any necessary adjustments to payroll records. In lieu of making such payment to the City, the employee may authorize the City to deduct the aforesaid sum from any holiday pay due the employee or from the employee's accumulated vacation leave, if any. The employee shall pay the aforesaid sum to the City, or authorize the City to deduct the aforesaid sum from the employee's holiday pay or accumulated vacation leave on or before the date of the employee's return to full-time employment or voluntary or involuntary termination of employment with the Fire Department, whichever first occurs.

(e) For purposes of this Agreement, an employee shall be deemed to be receiving short-term disability income insurance benefits during the period of time for which the insurance carrier pays short-term disability income insurance benefits.

(f) An employee, unable to work due to illness or injury for a period of time as determined by the short term disability insurance policy in place at the time of the claim, shall apply for short-term disability income insurance benefits. An employee who does not apply for short-term disability income insurance benefits is not be eligible for, and may not use, any paid leave under this Agreement until such time as the employee applies for short-term disability income insurance benefits, in which event the employee may use the employee's accumulated sick leave as herein before provided in (b) and (c).

(g) The City shall notify the employee and the Union, in a timely manner, of the employee's obligation to apply for short-term disability insurance, and will provide all necessary forms to apply for short-term disability coverage.

Section 7. Long Term Disability Insurance. The City shall provide Long Term Disability Income Insurance for the employees of the Fire Department. Paid sick leave may not be used to supplement the maximum weekly benefits under this insurance program. An employee who is sick or disabled for more than 180 days shall file a timely claim for coverage under the City's long term disability plan.

Section 8. Right to Select Carriers. The benefits provided in Sections 6 and 7 herein shall be provided either through a self-insured plan or under group insurance policy or policies

issued by an insurance company or insurance companies selected by the City. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company. The City shall have the right to change insurance carriers and/or programs, so long as the level of benefits shall remain substantially the same.

Section 9. Military Leave. Permanent full-time employees will be entitled to two weeks' annual encampment leave with pay for duty with the reserve components of the Armed Forces of the United States or the Vermont National Guard. Such leave shall in no way affect annual vacation leave.

ARTICLE 13
BEREAVEMENT LEAVE

Section 1. Paid bereavement leave shall be granted for a death in the immediate family (parent, spouse, civil union partner, mother/father in-law, brothers sisters, children, grandparents, or relative living in the household), in accordance with the following schedule:

Employee's or spouse's/civil union partner's immediate family: Not to exceed two (2) tours of duty.

Section 2. Paid bereavement leave not exceeding one (1) tour of duty in any instance may be granted by the Chief in appropriate cases. This time may be added to the leave granted in unusual cases at the Chief's discretion.

Section 3. For the purposes of this Article, one tour of duty shall be twenty-four (24) hours.

For employees in Special Projects positions, Bereavement Leave shall be awarded for up to forty-two (42) hours.

ARTICLE 14 LEAVE OF ABSENCE

A written request for leave of absence without pay or benefits and with City and Departmental Seniority accruing, directed to the Chief, may be granted by the Chief, with the approval of the Manager, for up to one (1) year.

The employee may pay the total cost of his/her health insurance through the City at his/her discretion while on approved leave of absence.

Employees who are eligible for leave under the Family and Medical Leave Act will receive all benefits due under the Act.

ARTICLE 15 PROBATIONARY PERIOD

The probationary period for new employees as of the signing date of this agreement shall be twelve (12) months. The probationary period may be extended by the Chief for an additional six (6) months, provided the employee has been evaluated and given written notice of the reason for the extension prior to the expiration of the initial twelve (12) month period. During the employee's probationary period, ~~his/her employment~~ the employee may be disciplined, discharged, laid off or otherwise terminated at the sole discretion of the City at any time and neither the reason for nor the disciplinary action, discharge, lay off or termination may be the subject of a grievance. ~~after evaluation and written notice.~~ The probationary period for Full Time Firefighters promoted to Lieutenant/Assistant Chief positions shall be six (6) months.

Employees who have not completed their probationary periods before accepting positions outside of the bargaining unit will not carry forward any seniority and will have no automatic rights of return to their previous position and, if they do return, shall be considered new employees with new start dates for the purposes of calculating seniority, probationary period, leave accumulation and other benefits specified in this agreement.

ARTICLE 16 SENIORITY

Section 1. Definitions.

(a) City Seniority. City Seniority shall mean length of continuous service in a full-time position with the City since the last date of hire by the City.

(b) Departmental Seniority. Departmental Seniority shall mean length of continuous service in a full-time position with the Department since the last date of appointment to a full-time position in the Fire Department, except that any break in continuous service with the Department which occurred prior to January 1, 1988, will not be considered when determining Departmental Seniority so long as the employee maintained City Seniority during that break.

(c) Seniority shall mean City Seniority unless specifically designated as Departmental Seniority.

Employees will be placed on a City Seniority and a Departmental Seniority list upon completion of the probationary period, retroactive to date of hire.

Section 2. Posting of List. Periodically, and not less than once each year, the Department shall post on all bulletin boards a City and Departmental Seniority and sick leave list showing the continuous service of each employee. A copy of the list shall be furnished to the Local secretary when it is posted.

Section 3. An employee's continuous service record for City Seniority shall be broken by voluntary resignation from City employment, discharge for just cause, layoff in excess of 24 months, and retirement.

An employee's continuous service record for Departmental Seniority shall be broken by any break in City Seniority set forth above. In addition, an employee's continuous service record for Departmental Seniority shall be broken by permanent transfer to a City job or position outside the Fire Department.

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An employee's continuous service record for City and Departmental Seniority shall not be broken by vacation, sick leave, injury leave, suspension, any authorized leave of absence, or call to military service. City and Departmental Seniority shall continue to accrue during such periods.

Section 4. In the event of a reduction in force, layoff shall be in inverse order of Departmental Seniority. Any recall shall be by Departmental Seniority. Probationary employees will be laid off first in any instance. A recall opportunity will include time for the employee to give two (2) weeks' notice to any employer for whom he may have been working during the layoff period.

ARTICLE 17
PROMOTIONAL VACANCIES

In the event a vacancy occurs within the Department in a position of greater responsibility, a notice of such vacancy shall be posted by the Chief in a conspicuous place within the Department for a period of ten (10) days. The position shall be filled by competitive examination conducted by an impartial examiner or examiners selected by the City after working jointly with the Union. Any such examination shall be either in writing or oral or both, upon such matter that will further test the knowledge and aptitude of the applicant for the requirements of the position to be filled.

During the term of this Agreement, the City and the Union will continue to work together on a new departmental policy governing promotions within the bargaining unit.

ARTICLE 18
EMPLOYEE CONDUCT

Section 1. Outside Employment. An employee shall notify the Chief within a reasonable time prior to beginning any outside employment.

Section 2. Pecuniary Interests. No employee of the City shall have any financial interest in or profit from any contract, service, purchase, sale, or work performed by the City; nor shall any employee solicit, receive, or agree to receive any compensation, gift, reward, or gratuity from any source except the City of Montpelier for any matter or proceeding connected with or related to the duties of such employee unless otherwise provided for by law.

Section 3. Duties and Responsibilities. Every employee shall fulfill, the best of his/her ability, the duties and responsibilities of his/her position. He/she shall, during his/her hours of duty and subject to such other laws, rules and regulations that pertain thereto, devote his/her full time, attention and efforts to his/her office and employment. He/she shall not use his/her position to secure special privileges or exemptions for himself/herself or others. He/she shall not use City property or equipment for his/her private use or for any use other than that which serves the public interest, except with the approval of the Chief.

Section 4. Confidential Information. An employee shall not disclose confidential information gained by him/her by reason of his/her official position except as authorized or required by law, nor shall he/she otherwise use such information for his/her personal gain or benefit.

ARTICLE 19
PERSONNEL/TRAINING FILES

Section 1. No adverse information shall be placed in an employee's personnel/training file unless the employee is so informed at the time and is furnished with a copy. An employee shall have the right to submit a written comment to be included in his personnel/training file.

Section 2. An employee shall have the right to inspect material (other than pre-employment material) in his/her personnel/training file during normal business hours, by appointment with the City's Human Resources Manager ~~Department personnel clerk or supervisor~~ who is custodian of the files. An employee shall be furnished a copy of such material upon his/her request.

Section 3. Training Files may be instituted by the Department Head or his/her custodian. Any and all materials within these files must strictly pertain to training and certification and are to be copies of originals only. An employee may request at any time during the working day that does not interfere with essential departmental functions to review his/her personnel/training file by request to the custodian of the files.

ARTICLE 20 COMPENSATION

Section 1. Cost of Living Adjustment:

Effective July 1, ~~2015-2018 One Percent (1.00%)~~ 1.75%

Effective July 1, 2019 1.5% for those in VMERS C

Effective July 1, ~~2016-2019 2.0% One and One/Quarter Percent (1.25%)~~

Effective July 1, ~~2017-2020 2.0% Two Percent (2.00%)~~

See attached pay scales in Appendix A. (need to add the paramedic scale)

Section 2. Officer for Officer Coverage. When an Officer is out because of vacation, illness, disability, or other approved absence, another Officer will fill the vacancy when another Officer is available.

In the event that no Officer is available to fill in the above vacancy, then the city may use an employee who has previously qualified for such consideration. Employees will be paid a 5% premium (based on their present hourly wage) during the time they serve as an acting officer.

Section 3. Step-Rate Increases. During the term of this Agreement, the employees covered by this Agreement and eligible for step-rate increases shall be paid step increases at the rate of five percent (5%) increments between steps computed upon the base pay of the employee, in accordance with the following schedule and contingencies. Employees will be eligible for eight (8) steps.

(a) Initial appointment shall be at Step I for the particular position, unless the applicant has unusual training or background.

(b) Increases to Step II will take place after the employee has successfully completed his probationary period as demonstrated by written evaluation. Firefighters must have successfully obtained EMT-B and Firefighter I certification. Officers must

have successfully maintained ~~EMT-I~~AEMT and obtained Firefighter II certification.
Paramedics must have successfully maintained paramedic certification.

(c) Increases to Step III may take place after the employee has served one (1) year at Step II, based on satisfactory evaluation. Firefighters must have successfully maintained EMT-B and Firefighter I certification. Officers must have successfully maintained ~~EMT-I~~AEMT and Firefighter II certification. Paramedics must have successfully maintained paramedic certification.

(d) Increases to Step IV may take place after the employee has served one (1) year in Step III, based on satisfactory evaluation. Firefighters must have successfully maintained Firefighter I certification and obtained ~~EMT-I~~AEMT certification. Officers must have successfully maintained ~~EMT-I~~AEMT and Firefighter II certification. Paramedics must have successfully maintained paramedic certification.

(e) Increases to Step V may take place after the employee has served one (1) year at Step IV, based on satisfactory evaluation. Firefighters must have successfully maintained ~~EMT-I~~AEMT and Firefighter I certification. Officers must have successfully maintained ~~EMT-I~~AEMT and Firefighter II certification. Paramedics must have successfully maintained paramedic certification.

(f) Increases to Step VI may take place after the employee has served two (2) years in Step V, based on satisfactory evaluation. Firefighters must have successfully maintained ~~EMT-I~~AEMT and Firefighter I certification. Officers must have successfully maintained ~~EMT-I~~AEMT and Firefighter II certification. Paramedics must have successfully maintained paramedic certification.

(g) Increases to Step VII may take place after the employee has served two (2) years in Step VI, based on satisfactory evaluation. Firefighters must have successfully

maintained ~~EMT-I~~AEMT and Firefighter I certification. Officers must have successfully maintained ~~EMT-I~~AEMT and Firefighter II certification. Paramedics must have successfully maintained paramedic certification.

(h) Increases to Step VIII may take place after the employee has served two (2) years in Step VII, based on satisfactory evaluation. Employee must have successfully maintained ~~EMT-I~~AEMT and obtained Firefighter II certification. Officers must successfully maintain AEMT and obtain Fire Officer I certification or successfully complete two National Fire Academy classes which have been approved by the Fire Chief. ~~and may drop EMT-I certification. Step VIII Effective 7/1/09.~~ Paramedics must have successfully maintained paramedic certification.

(i) Increases to Step IX may take place after the employee has served two (2) years in Step VIII, based on satisfactory evaluation. Employee must have successfully maintained EMTA, obtained Firefighter II certification and obtained Fire Instructor certificaion. Officers must maintain EMTA and obtain Fire Officer II certification. Paramedics must have successfully maintained paramedic certification.

(~~ij~~) Officer Dana Huoppi will be permitted to ~~move to~~ remain in -Step VIII without the Fire Officer 1 Certification. ~~All Officers as of July 1, 2008 are exempt from the Firefighter II certification requirement for steps II through VII.~~

(~~jk~~) Upon specific recommendation of the Fire Chief and approval of the City Manager, an employee who has reached Step V or higher may be advanced one step after a one year period. In the event an employee fails to maintain required certification level for a specific step, they will be immediately moved down to the appropriate step which reflects their now current level of certification. Upon re-obtaining the necessary certification, they will be moved back to their prior pay step. In the event an injury leave or circumstances beyond the employees control prevent timely recertification, the Chief may authorize the employee to remain at their current step as long as the employee is

taking all necessary steps toward obtaining recertification. In the event an employee receives an unsatisfactory evaluation resulting in denial of a step increase, the employee shall be re-evaluated within six months of the unsatisfactory evaluation, and will receive the Step increase if performance has improved to a satisfactory level. The evaluation system, procedure and criteria shall be consistent with job descriptions and developed by the Fire Chief after meeting and conferring with the Union.

Section 4. In addition to the evaluation system described above, the City may evaluate the job performance of each employee in such intervals and form as the City deems necessary and appropriate but in no case less than once per year.

Section 5. ~~The parties agree to work cooperatively toward the development of a pay scale for employees with Paramedic certification. This scale may be added to this agreement by mutual consent of the parties without opening any other contract provisions. It is the intent of the parties that, over a long period of time, all employees will be Firefighter/Paramedics. The parties agree to work together to establish necessary requirements and protocols as the Paramedic program grows. The parties further agree to re-open this contract by mutual consent for the sole provision of addressing such requirements if necessary.~~

ARTICLE 21 INSURANCE

Section 1. Hospital & Medical Insurance. The City will continue to provide Hospital and Medical Benefits, as well as Major Medical Benefits, to all employees covered by this Agreement. The employees covered by this agreement shall be offered the same Health Insurance plans and coverages provided to City Personnel Plan employees at the same cost or contribution levels as Personnel Plan employees.

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Section 2. Life Insurance. The City will continue to provide life and accidental death and dismemberment insurance for all permanent employees who work more than 20 hours per week in accordance with the following: \$1,000 of coverage for each \$1,000 of basic annual earnings, rounded off to the nearest thousand dollars.

Section 3. Dental Insurance. The City will provide dental insurance to all permanent employees. The City will pay 100% of the premium for employees and employees shall pay 100% of the premium for dependent (2-person or family) minus single person coverage.

Section 4. Other Coverage. The City will continue to provide individual liability and other special coverage to the extent provided immediately prior to the effective date of this Agreement.

Section 5. The benefits provided for in Section 1, 2, 3 and 4 herein shall be provided through a self-insured plan or under group or other insurance policy or policies issued by an insurance company or insurance companies selected by the City. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the City and the insurance company. The City shall have the right to change insurance carriers and/or programs, provided the level of benefits shall remain substantially the same.

Section 6. Section 125 Plan. The City may provide a Section 125 in accordance with all Federal and State laws.

ARTICLE 22
LABOR-MANAGEMENT COMMUNICATIONS

The Union's Executive Board shall meet periodically with the Chief to discuss professional matters of mutual concern.

PROPOSAL

ARTICLE 23

OUTSIDE DETAILS

Section 1. Definition: Outside Detail is an outside assignment in fire or ambulance related activities, or a special detail through the Montpelier Fire and Ambulance Department which has been accepted by the Fire Chief. All outside details will be paid at an employee's overtime rate of pay.

Section 2. An employee who works for an outside detail shall be paid at their time and half rate with a four (4) hour minimum guarantee. The City reserves the right to charge an outside employer more than the hourly paid detail rate which the employee receives through the City's payroll system.

Section 3. Volunteers will be sought for outside details prior to assigning employees to work. Notice of approved details shall be posted as they become known, in a designated location at the Fire Department signed and dated for approval by the Chief or his/her designee.

- (a) The opportunity for work on outside details shall be offered to employees on a rotating basis without consideration to rank, seniority or days off. All Employees individuals employed Part Time and Call Force personnel are eligible. Employees shall have preference over non-bargaining unit employees.
- (b) Fire and/or Ambulance personnel working the detail shall wear the approved Fire Department uniform.
- (c) The Chief reserves the right to remove an Employee from the outside detail whose work on such details impairs his/her ability to perform regularly scheduled Fire Fighter work.
- (d) No Fire Fighter off duty shall be required or ordered in to fill a vacancy for private jobs.

ARTICLE 24
MISCELLANEOUS

Section 1. Each employee shall be furnished a copy of this Agreement. Copies shall be made available to new employees upon hire. The Union and the City shall share equally the cost of printing or duplicating this Agreement.

Section 2. The members of the Local's Negotiating Committee, not to exceed three (3), who are scheduled to work a tour of duty during collective bargaining negotiations, shall be granted leave of absence without loss of pay or benefits for all meetings between the City and Local for the purpose of negotiating the terms of a working agreement, or supplements thereto.

Section 3. Local Union officers and shift representatives shall be permitted to discuss official Local Union business with:

- (a) Employees during work, provided such discussion does not interfere with departmental business;
- (b) The Chief of the Fire Department, at all mutually convenient times.

Section 4. The Union will hold its monthly Union meeting in the Fire Station in a location approved previously by the Fire Chief.

Should the Executive Board of the Local call any special meeting of the Local other than the regularly scheduled monthly meeting, the City agrees that this meeting may also be held in the Fire Station in accordance with the preceding paragraph.

Section 5. Bulletin board space will be provided for routine Union announcements.

Section 6. Union representatives will be granted access to the premises for individual discussion of grievances with employees, provided that work is not interfered with, and provided that the Fire Chief is notified of his/her presence in advance.

Section 7. Should any provision of this Agreement be held to violate a federal or state law, all other provisions shall remain in force. Should any provision of this Agreement conflict with the City Charter or any City Ordinance, this Agreement shall prevail to the extent permitted by law. If such law, the City Charter or City Ordinance is held to prevail, the Manager and the Union will cooperate in seeking an amendment to the Charter, such ordinance, or this Agreement in order to give effect to this Agreement, and all other provisions shall remain in force. The provisions of this Agreement shall be deemed to supersede any conflicting provision in the City Employees Personnel Plan. Employees covered by this Agreement shall not be covered by said plan except as specifically provided in this Agreement.

Section 8. Stability of Agreement.

(a) No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto, unless made and executed in writing by said parties.

(b) The failure of the City or the Local to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the City or the Local to future performance of any such term or provision, and the obligations of the Local and the City to such future performance shall continue in full force and effect.

(c) Ceding Authority. During the life of this agreement, the Parties agree that the City Council may vote to cede its authority as an employer over any class of employees covered by this Agreement to the Central Vermont Public Safety Authority (CVPSA). If, during the life of this agreement, the City cedes its appointing authority over any class of employees covered by this agreement to the CVPSA, the Parties agree that the provisions of this Agreement shall apply until such time as the CVPSA negotiates a new collective bargaining agreement with the representative of the employees. The parties further agree that IAFF reserves its rights to act as the sole representative for the newly consolidated bargaining unit, and such consolidation will not change, impact or diminish those rights as outlined in this agreement of under all applicable laws.

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Section 9. Joint Health and Safety. The Union's Executive Board shall meet with the Chief periodically to discuss VOSHA requirements and opportunities to prevent or correct problems of health, safety and sanitation affecting employees in the performance of duty.

Section 10. Meal Allowance. The City will provide coffee, milk and sugar as a meal allowance hereunder.

Section 11. All persons covered by this Agreement shall be bound by this Agreement.

Section 12. Mileage for attending school or on official City business as authorized by the Chief, will be paid at the rate established by the City based on the annual IRS determination. Meals, while attending school, will be paid as authorized by the Chief.

ARTICLE 25

UNIFORM & PROTECTIVE CLOTHING

Any person entering upon employment as a full time employee with the City of Montpelier Fire Department shall be provided with the following items of uniform and protective clothing:

- (a) One (1) new full-dress uniform.
- (b) Four (4) work shirts.
- (c) Four (4) pair work pants.
- (d) One Fire Department all-purpose coat and one ambulance summer coat.
- (e) One (1) fire coat, one (1) fire helmet, one (1) pair night boots, one (1) pair night hitch pants, one (1) pair fire gloves.
- (f) One (1) new pair station work shoes.

Employees shall be provided:

Work shoes by the City to be worn on duty and shall be replaced on an as-needed basis with prior approval of the Fire Chief.

Two work shirts and two pair of work pants to each permanent Fire Fighter each year, no later than October 1 during the life of this contract.

In addition, the City shall replace any item of clothing when necessary, and pay the cost of cleaning, pressing and mending repairs in accordance with a schedule of procedures to be established with the Fire Chief.

The parties agree to work cooperatively to update and change this Article. Any such changes may be added to this agreement by mutual consent of the parties without opening any other contract provisions.

ARTICLE 26

MEDICAL EXAMINATION

Section 1. All new employees shall be required to pass a pre employment NFPA 1001 certified medical examination including cardio-pulmonary evaluation, respiratory assessment and stress test if recommended by physician. All new employees shall be required to pass a pre employment functional firefighter/EMT evaluation as determined by the Fire Chief.

Section 2. Annual Medical Examination.

(a) The City may require each employee to submit to a medical examination each fiscal year for the purpose of public safety and fitness in performing the employee's duties. In such event, the employee may select a medical doctor of the employee's choice, duly licensed in the State of Vermont, to perform the annual medical examination within a reasonable time. The cost of such examination shall be paid by the ~~employee's health insurance, with the City paying all uncovered portions thereof~~ City.

The City shall notify the union of the need for an examination, and the employee shall be paid at the employee's straight-time rate for time required for the examination, unless otherwise provided by law.

The medical doctor performing the examination shall certify, as soon as possible, on a form to be agreed upon between the City and the Union, whether or not the employee is able to fully perform the employee's duties. The medical doctor shall also certify if the employee is not medically qualified to take any portion of any physical fitness test which is part of the merit pay program.

Except as provided in Subsection (b), the City reserves the right to discharge an employee who is physically or mentally unable to fully perform the employee's duties; and the City reserves the right to require an employee to submit to a medical examination by a medical doctor, duly licensed in the State of Vermont, of the City's choosing.

(b) In the event the medical doctor performing the annual medical examination certifies that the employee is unable to fully perform the employee's duties, the employee shall immediately go on sick leave, or work-related injury leave if the condition is determined to be work related. In such case, the City shall not discharge the employee for physical or mental inability to fully perform the employee's duties for a period of six months from the date of the annual medical examination, provided that the following requirements are met:

- (1) The medical doctor performing the examination shall provide, as soon as possible, but no later than thirty (30) calendar days from the date of the examination, to the City, the city's designee and the employee, a written report upon a form to be agreed upon between the City and the Union. The report shall outline the nature of the disability, treatment recommended, and state that in the medical doctor's opinion there is reasonable likelihood that the employee will be able to fully perform the employee's duties within six (6) months of the date of the examination.
- (2) The medical doctor performing the examination, or the treating medical doctor duly licensed to practice medicine in any state of the United States, shall promptly respond in writing to all requests made by the City for updates as to the employee's progress; shall immediately notify the City or its designee of any change from the original report as to the nature of the disability, prognosis or treatment plan; and shall immediately certify in writing when, in his or her opinion, the employee is able to fully perform the employee's duties.

(c) The City retains the right to have the employee examined by a medical doctor, duly licensed in the State of Vermont, of its choosing, during the six (6) months following the date of the annual medical examination referred to above. In the event the medical doctor chosen by the City certifies in writing upon a form to be agreed upon between the City and the Union, that to reasonable degree of medical certainty, the employee will not be able to fully perform the employee's duties within six (6) months of the date of the annual medical examination, then the opinion of a third medical doctor, duly licensed in the State of Vermont, shall be obtained. The third medical doctor shall be chosen by agreement of the City and the employee, or failing that,

by agreement of the two medical doctors who performed the medical examinations under the provisions herein.

If it is the written opinion of said third medical doctor, held to a reasonable degree of medical certainty, that the employee will not be able to fully perform the employee's duties within six (6) months of the date of the annual medical examination, then this subsection (b) shall not apply, and the employee may be discharged at any time for physical or mental inability to fully perform the employee's duties, if the City so desires.

~~—(d)—~~ This subsection (b) shall be subject to the worker's compensation laws of the State of Vermont in the case of any employee entitled to receive worker's compensation benefits under the worker's compensation laws of the State of Vermont.

Section 3 – Physical Fitness Test

The City and Union have agreed to adopt a Physical Ability Test as a firefighter fitness test. The testing process shall be voluntary and offered two (2) times per year in May and October. A \$300 bonus, paid twice per year, shall be issued to all employees who pass the fitness exam as defined in the testing protocol. Each employee shall be provided a copy of the test and standards. The Fire Chief and the Union will work cooperatively to develop the details of the test, scheduling and implementation by 7/1/2018. If an agreement has not been reached by the deadline, an extension will be under mutual agreement. Details of the agreed upon test will be attached to the contract once developed.

ARTICLE 27

PENSION

~~The employees shall be members of the Vermont Municipal Employees Retirement System (VMERS) Group C with all related benefits and contribution schedules as established by VMERS.~~

All full time employees hired on or after January 1, 2019 shall be members of the Vermont Municipal Employees Retirement System (VMERS) group D. Full time employees employed as of December 31, 2018 may elect to participate in Group D or remain in Group C as of January 1, 2019. Those employees choosing to remain in Group C as of January 1, 2019 shall be eligible to join Group D in January of each succeeding year. This section shall be subject all benefits, contribution schedules and regulations as established by VMERS.

Current employees who, on January 1, 2019, elect not to participate in Group D will remain in Group C will all related benefits, contribution schedules and regulations as established by VMERS.

ARTICLE 28
NO STRIKE NO LOCKOUT

Section 1. The City and Union subscribe to the principle that differences shall be resolved by peaceful means without interruption of work. During the term of this agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the employer. During the term of this agreement, neither the employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this agreement.

Section 2. The Union agrees to notify all officers, members and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

Section 3. The City may discharge or discipline any employee who violates this Article; such discipline or discharge may be reviewed through the grievance procedures.

Section 4. In the event of any violation of section 1 of this article, there shall be no financial liability on the part of the signatory International Union, Local and/or the officers thereof, provided that the signatory International Union, Local and/or the officers promptly after notice of the beginning of such action shall publicly, and to its members, declare such action to be a violation of this Agreement and promptly order their members to return to work.

ARTICLE 29

ACKNOWLEDGMENT OF ARBITRATION.

Local #2287, International Association of Fire Fighters, AFL-CIO-CLC (hereinafter called the "Union"), and the City of Montpelier (hereinafter called the "City"), understand that this Agreement contains an agreement to arbitrate. After signing this document, the Union and the City understand that the Union, any individual employee, any group of employees, and the City will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, the Union and the City agree to submit any such dispute to an impartial arbitrator.

**ARTICLE 30
DURATION OF AGREEMENT**

Term of Agreement. This Agreement shall be effective July 1, ~~2015~~2018, and shall remain in full force and effect until June 30, ~~2018~~2020. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing, by registered or certified mail, postage prepaid, postmarked no later than November 1 of the year prior to the anniversary date, that it desires to modify or terminate this Agreement.

DATED: _____

DATED: _____

**LOCAL #2287, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
AFL-CIO-CLC**

CITY OF MONTPELIER, VERMONT

By: _____
President, Local #2287

By: _____
City Manager

Officers, Local #2287



CITY COUNCIL Agenda Item #18-066(c)

Date: February 28, 2018

**Consent X Discussion _____ Time Sensitive X
(outlined below)**

SUBJECT: Recommendation of contract award for City Crack Sealing FY19

SUBMITTING DEPARTMENT: Public Works

RECOMMENDED ACTION: Award of the construction contract for Crack Sealing FY19 to the bidder meeting the low bid requirements as recommended by the Director. Designate City Manager as duly authorized agent.

RELATED COUNCIL GOAL/PRIOR ACTION: G. Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment.

EXPENDITURE REQUIRED: \$12.5K

SOURCE OF FUNDS: CIP – Paving

LEGAL REQUIREMENTS: Contractual Agreement

BACKGROUND INFORMATION: The Department of Public Works solicited competitive bids for crack sealing and all associated work. Sealed bids were publicly opened at 10:00am on Monday 2/12/2018. DPW staff conducted an analysis of the received bids and has verified that the bid was valid.

SUPPORTING DOCUMENTS: Bid Tabulation, Bid Package

INTERESTED PARTIES: Public Works

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.



FY2019 Crack Sealing

Contract Documents & Specifications

Thursday, December 28, 2017

Bid Opening: 10:00 am, Monday, February 12, 2018

CITY OF MONTPELIER, VERMONT

FY19 Street Crack Sealing



America's Small Town Capital

Office of the Public Works Director, City Hall, 39 Main Street, Montpelier, VT 05602
Phone (802)223-9508 FAX (802)223-9524 email: tmcardle@montpelier-vt.org

December 28, 2017

The City of Montpelier is requesting bids for the crack sealing of city streets. The project consists of prepping and crack sealing of streets. Sealed bids will be received at the office of the Public Works Director, City Hall, 39 Main Street, Montpelier, VT 05602, until **10:00 am on Monday, February 12, 2018**, at which time and place all bids received will be opened and publicly read aloud. Each sealed bid must be clearly marked **"Montpelier Crack Sealing."**

The City of Montpelier reserves the right to reject any or all bids, or to waive any informality in the bidding per current policy.

Bids may be held by the City of Montpelier for a period not to exceed ten (10) days from the date of the bid opening for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the Contract.

Ryan Graves
rgraves@montpelier-vt.org
Project Engineer

Zach Blodgett
zblodgett@montpelier-vt.org
Staff Engineer

CITY OF MONTPELIER, VERMONT

FY19 Street Crack Sealing

INFORMATION FOR BIDDERS

The City of Montpelier will receive bids at the office of the Public Works Director, City Hall, 39 Main Street, Montpelier, VT 05602, for city street crack sealing. Bids will be accepted until **10:00 am on Monday, February 12, 2018**, at which time and place all bids received will be opened and publicly read aloud.

Questions and Addenda

Any questions regarding this project must be sent via email to Ryan Graves, Project Engineer (rgraves@montpelier-vt.org) and Zach Blodgett, Staff Engineer (zblodgett@montpelier-vt.org) by **10:00 am on Tuesday, February 6, 2018**. No other form will be accepted. All questions must be submitted no later than six (6) days prior to the acceptance of bids.

Preparation of Bids

Each sealed bid must be clearly marked "**Montpelier Crack Sealing**" and hand delivered or mailed to the Director of Public Works, City Hall, 39 Main Street, Montpelier, Vermont 05602. No other form of delivery will be accepted.

All bids must be made on the required bid form, typewritten or handwritten in ink. All blank spaces on the bid form must be fully completed and executed when submitted. A price must be included for all unit items and a total bid price provided. No unit bid prices of \$0 will be allowed.

Addenda

- a) Addenda will be emailed with return receipt requested or delivered to all who are known by the City to have received a complete set of Contract Documents.
- b) Copies of Addenda will be made available for inspection wherever Contract Documents are on file for that purpose.
- c) No Addenda will be issued later than four (4) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids, or one which includes postponement of the date for receipt of Bids.
- d) Each Bidder shall ascertain prior to submitting their Bid that they have received all Addenda issued, and they shall acknowledge that receipt in their Bid.
- e) Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become a part of the Contract Documents.
- f) If the revisions made by an Addendum require considerable change or reconsideration on the part of the Bidder, the date set for opening the Bids may be postponed, in which case the Addendum will include an announcement of the new date set for opening Bids.
- g) All addenda items will be sent via email to each contractor receiving this document. No Addenda will be issued no later than four (4) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids, or one which includes postponement of the date for receipt of Bids.

Insurance

Before commencement of work, certificates testifying to coverage of Workers Compensation, Automobile Liability, Public Liability and Property Damage insurance will be provided by the Contractor. Contractor shall carry Workers Compensation Insurance in accordance with the laws of the State of Vermont. Automobile Liability Insurance will have limits not less than \$500,000 per person or \$1,000,000 per occurrence for bodily injury, \$500,000 per occurrence for property damage, or a combined single limit of \$1,500,000 per occurrence. Public Liability and Property Damage coverage will have limits not less than \$1,000,000. The City of Montpelier shall be listed as a certificate holder and shall be endorsed as an additional insured under such policies with the exceptions of Contractor's workers compensation policy.

Site Visit

Prior to opening of bids, it is assumed that each bidder will have inspected the sites and become thoroughly familiar with the Contract documents, existing field conditions, and limitations. Failure of a bidder to review all documents pertinent to the Contract shall in no way relieve the bidder from the obligation with respect to his/her bid.

Award of Contract

All Bids received shall remain valid and may not be withdrawn by the Contractor for a period of sixty (60) days from the date that Bids are opened. The city shall issue a Notice of Award upon acceptance of a Bid and this Notice of Award shall be accompanied by the necessary agreement forms. The Contractor to

CITY OF MONTPELIER, VERMONT

FY19 Street Crack Sealing

whom the Contract is awarded will be required to execute the Agreement within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. The City, within ten (10) days of receipt of the Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement.

Should the City not execute the Agreement within such period, the Contractor may, by Written Notice, withdraw their signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the City.

The Contract will be awarded to the lowest responsible and eligible bidder as determined by the City per current policy. The Contract will be awarded within fourteen (14) days after the bid opening. The City reserves the right to reject any or all bids, or to waive any informalities in any bid, in the interest of the City.

Notice to Proceed

The City of Montpelier intends to issue a Notice to Proceed within ten (10) days of the execution of the Agreement by the City. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the City and the Contractor.

If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party, and will not forfeit their Bid Bond.

Traffic Control

The Contractor will provide traffic control devices and will be responsible to provide traffic control personnel as necessary. Reference is made to the "Manual of Uniform Traffic Control Devices – Traffic Control in Work Zones." The unit price bid shall include labor, equipment, tools, and incidentals necessary to comply with the traffic control guidelines described in the "MUTCD – Traffic Control in Work Zones".

Termination of Contract

The contract may be terminated by the City on a specified date upon written notice to the Contractor if the Contractor:

1. Fails to begin work within the specified time;
2. Fails to pursue the work in a manner to ensure proper completion;
3. Pursues the work in a manner to render the completed project unsuitable to the City;
4. Discontinues work on the project.

Payment will then be made only for that portion of the completed work rendered acceptable, minus a 15% administrative deduction, calculated from the total contract amount less any penalties.

The City Council reserves the right to accept or reject any or all bids, or to limit the amount of crack sealing to be done, due to budget limitations.

All work must be completed by **September 28, 2018**. The Contractor will pay the City of Montpelier five hundred dollars (\$500.00) per calendar day after the completion date if the work has not been completed. Consideration will be given for inclement weather conditions which are shown to have affected the completion date as described in the applicable section of the VAOT Standard Specifications for Construction.

Miscellaneous

The Contractor will be responsible for any cleanup of the job after the crack sealing has been completed.

CITY OF MONTPELIER, VERMONT

FY19 Street Crack Sealing

SCOPE OF WORK

Description

Crack sealing will be located within the Montpelier, VT city limits and applied to conformance with the "Standard Specifications for Construction", 2011 edition. Section 417 or as closely to the VATSSC as possible as interpreted by the city. A list and map of the streets/highways to receive crack sealing is provided and the Contractor will apply crack sealant as directed by the City.

Materials

Materials to perform the described work shall be in accordance with the Vermont Agency of Transportation "Standard Specifications for Construction", 2011 edition. Section 707.04(a).

Application

Crack sealant shall be applied in accordance with the Vermont Agency of Transportation "Standard Specifications for Construction", Section 417.04 "Temperature Limitations", 417.05 "Preparation", 417.06 "Placing of Sealer".

Equipment

For the purpose of applying crack sealant the contractor shall apply all equipment. The Contractor shall furnish qualified operators and will be responsible for all movement of the equipment. The equipment shall be fully maintained and in good condition at all times throughout the work. Equipment incidental for performance of the described work must also be supplied by the Contractor.

Method of Measurement

The quantities for payment will be measured by the weight (Lb.) of sealant applied to city streets in the assigned work areas. All sealant quantities are to be measured by the Contractor and confirmed by the City.

Basis for Payment

The basis for payment shall be by the number of Lb. and by the unit price of the contractor. Unit price shall include the cost of furnishing all labor, equipment and equipment maintenance, materials, preparation and cleaning of cracks, and personnel necessary to accomplish the described work including traffic control and mobilization.

Maximum Payment

The maximum available compensation to the Contractor will be \$12,500 in accordance with the FY19 road budget.

Commencement and Completion Dates

The Contractor shall commence the described work as soon as possible after notification of award, and all work will be completed by **September 28, 2018**.

The Contractor must provide at least twenty-four (24) hours notice to the City of his/her schedule for approval, including updated and revised schedules prior to starting work and must specify the streets/highway intended for these dates selected so that City staff can be available for inspection and/or support services.

CITY OF MONTPELIER, VERMONT**FY19 Street Crack Sealing****BID FORM**

To the City Council of the City of Montpelier, Vermont:

The undersigned, having familiarized themselves with the existing condition of the streets to be sealed which might affect the work and conditions as set forth in the Information for Bidders and Scope of Work, hereby proposes to furnish all supervision, technical personnel, labor, machinery, tools, appurtenances, equipment and services required to perform the proposed crack sealant, all for the unit price per pound.

Dimensions listed below are for estimating purposes only, and the intent of the Contract is to apply crack sealant per written description and as directed. The streets listed below are in order of importance, starting with top priority. The selected contractor shall work with the City to determine the actual order of streets to be crack sealed based on the accepted unit price per LB. The amount of crack sealant applied shall not exceed \$12,500 as per FY19 road budget. The contractor to be selected will be the contractor with the lowest unit price.

NO.	Street	Last Paved	Length (FT)	Width (FT)	Area (FT²)	Unit Price	Total Price
1	State Street (Bailey to Town Line)	2011	8460	24	203,040		
2	Berlin St. (Memorial to Town Line)	2013	5750	23	132,250		
3	Barre St. (Main to Putnam)	2014	1753	34	59,602		
4	Freedom Dr.	2014	1937	24	46,488		
5	Main Street (Murray Hill to town line)	2014	2320	23	53,360		
6	National Life	2015	4000	38	152,000		
7	Towne Hill (Grandview to town line)	2015/2016	3500	22	77,000		
8	Hill St.	2016	5200	21	109,200		
9	Terrace St. (Bailey to Dairy)	2016	3000	27	81,000		
10	Isabel	2011	1400	25	35,000		
11	Hebert	2011	2200	24	52,800		
12	Baldwin Street	2014	600	23	13,800		
13	Dyer and Greenock	2014	1400	21	29,400		
14	Emmons	2014	325	32	10,400		
15	Gould Hill Rd.	2014	1212	20	24,240		
16	Heaton and Woodrow	2014	1050	30	31,500		
17	Judson	2014	830	24	19,920		
18	Grandview and Spring Hollow	2015	3100	26	80,600		
19	Prospect St.	2015	2300	18	41,400		
20	Hackamore	2016	900	23	20,700		
21	Bailey Ave (Clarendon to end)	2016	650	21	13,650		
22	Clarendon Ave	2016	1300	30	39,000		
23	Cedar St	2016	350	20	7,000		
24	Dairy Lane	2016	750	30	22,500		
25	Heaton St.	2016	375	28	10,500		

CITY OF MONTPELIER, VERMONT

FY19 Street Crack Sealing

26	Gaylord Ave.	2016	670	21	14,070		
27	N. College St.	2016	450	22	9,900		
28	Witt Place	2014	250	12	3,000		
29	Putnam	2014	300	16	4,800		
30	Sunnyside Terr.	2016	720	20	14,400		
31	Sunset Ave.	2016	360	20	7,200		
32	Towne St.	2017	1175	19	22,325		
33	N. Park Drive		1400	24	33,600		
Total Area (FT²)					1,475,645		

Unit Price of Crack Sealant (\$/Lb.): \$_____.

Unit Price of Crack Sealant in Words: _____.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Please print the following information:

Corporate Name of Bidder: _____

Business Address: _____ City/State _____ Zip _____

Phone Number: _____

Email: _____

Printed Name of Authorized Agent: _____

Signature of Authorized Agent: _____

Date: _____

I hereby acknowledge receipt of Addenda (list by date and number, if applicable):

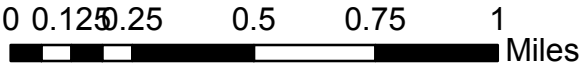
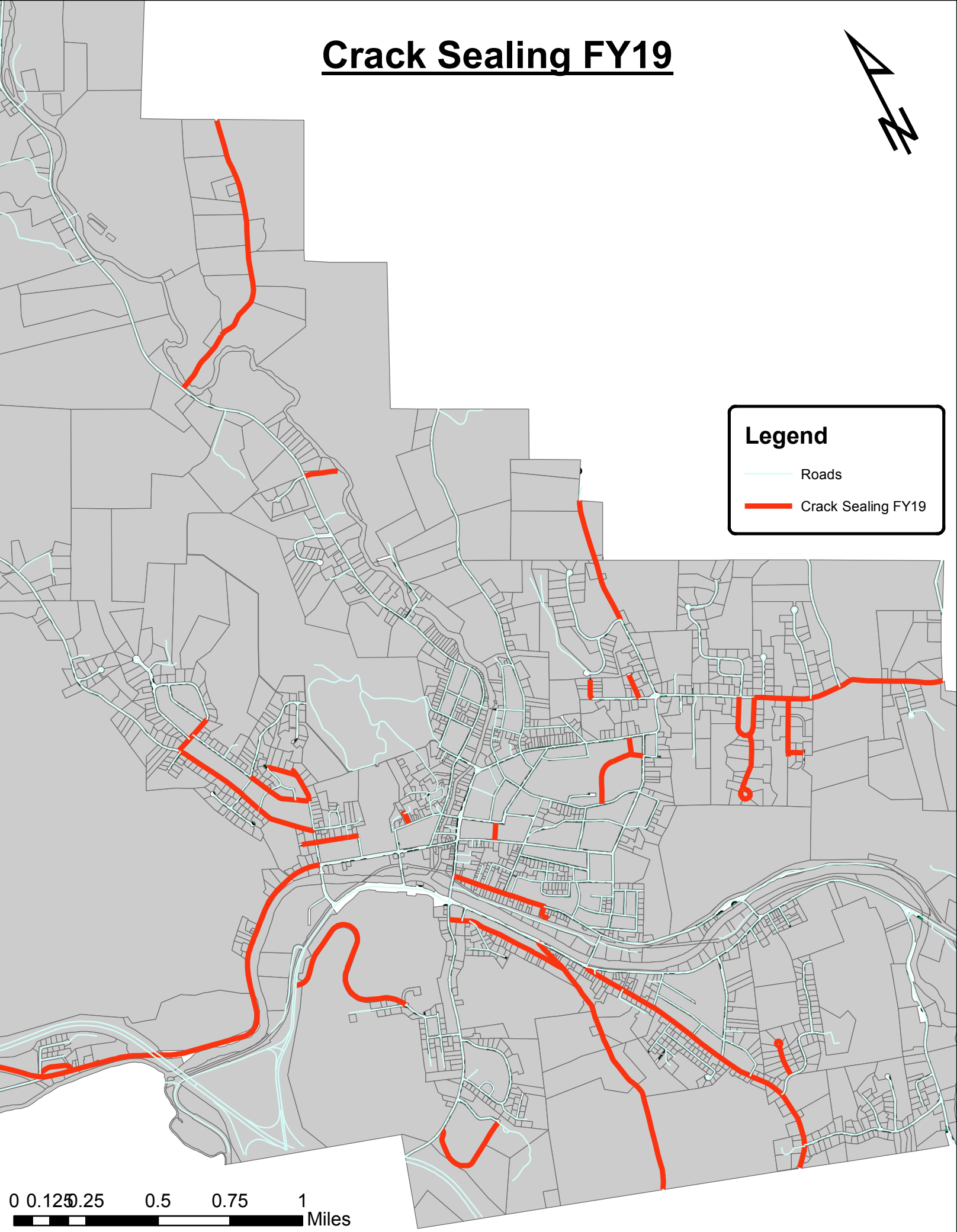
Crack Sealing FY19



Legend

 Roads

 Crack Sealing FY19





CITY COUNCIL Agenda Item #18-067

Date: February 28, 2018

Consent ☐ Discussion ☒ Time Sensitive ☐

SUBJECT: Vermont Mountaineers request to install wheelchair seating and beer garden update

SUBMITTING DEPARTMENT: City Manager's Office for Green Mountain Community Baseball, Inc., d/b/a The Vermont Mountaineers, and its President and General Manager, Brian Gallagher

RECOMMENDED ACTION: Receive presentation; approve request to move forward with wheelchair seating project

RELATED COUNCIL GOAL/PRIOR ACTION: C – Public Safety; F – Quality of Life

EXPENDITURE REQUIRED: None from City

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Approve request for the Mountaineers to make changes to City property.

BACKGROUND INFORMATION: The Vermont Mountaineers use the City's baseball field for their baseball games. They would like to make structural changes to the seating area to make space for wheelchairs.

In March of 2017, City Council approved a beer garden project for use at the Montpelier Recreation Field during Mountaineers games. The Mountaineers would like to update Council on the project.

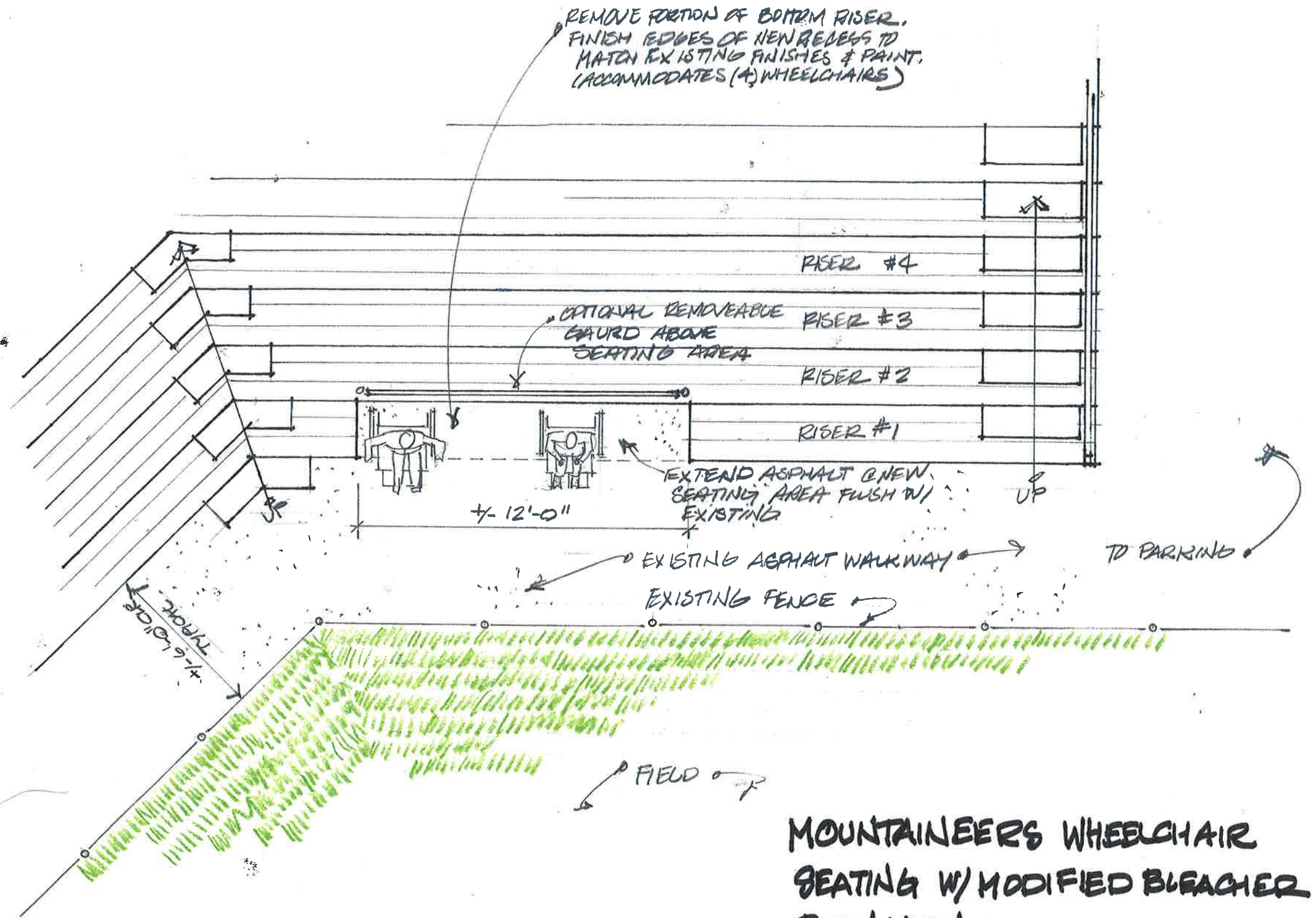
SUPPORTING DOCUMENTS: Drawings and plans for handicap seating work

INTERESTED PARTIES: The Vermont Mountaineers, Baseball game attendees, Recreation Department

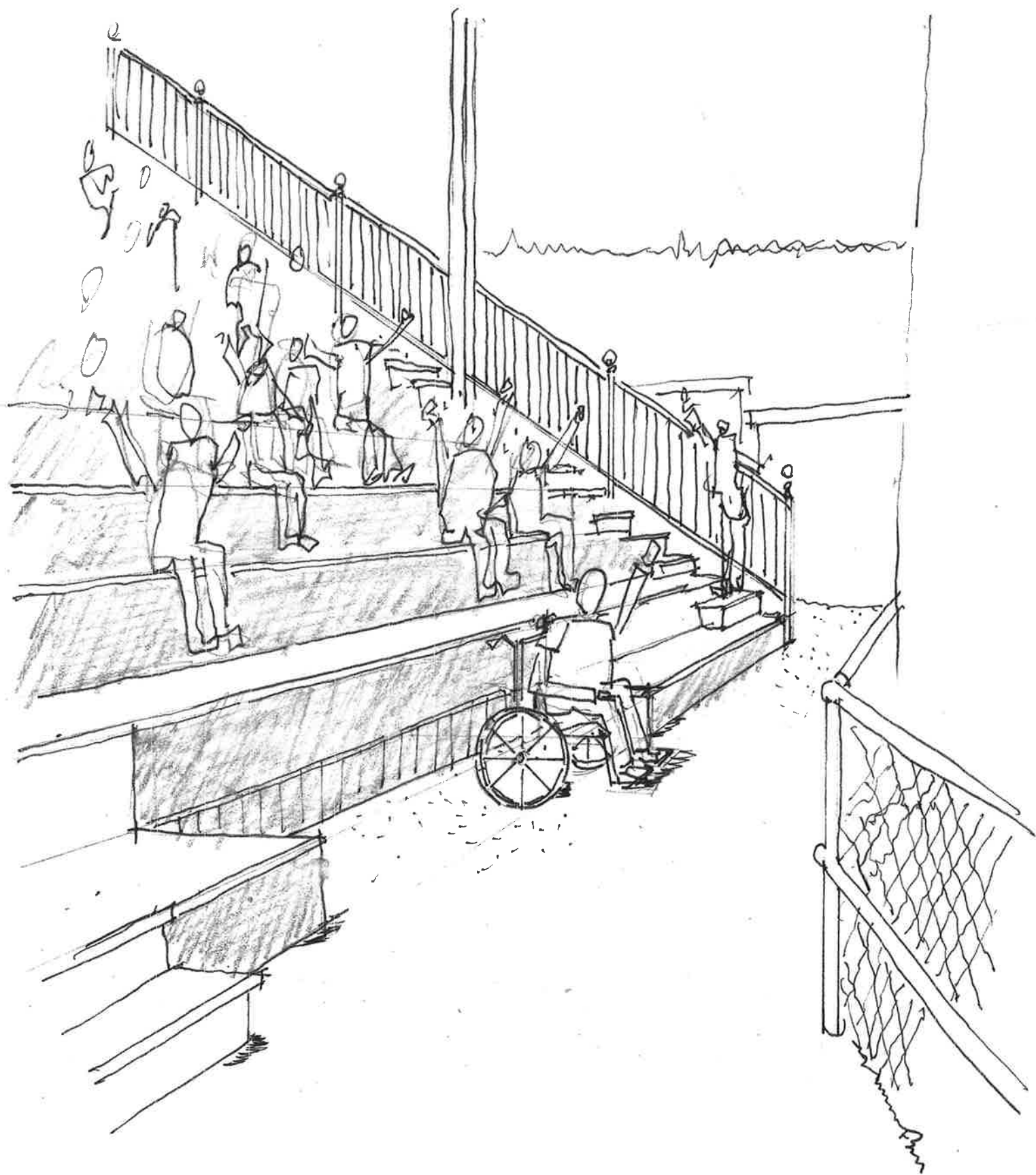
CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.





**MOUNTAINEERS WHEELCHAIR
SEATING W/ MODIFIED BLEACHER
PLAN VIEW**





CITY COUNCIL Agenda Item #18-068

Date: February 28, 2018

Consent ☐ Discussion ☒

SUBJECT: FY19 Budget Public Information Hearing

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Conduct a public hearing on the proposed FY19 budget. The City Manager presented the FY19 budget to Council on December 13, 2017. Council preliminarily approved the budget on January 10th. The proposed budget is posted on the City's website.

RELATED COUNCIL GOAL/PRIOR ACTION:

- A: Affordability
- B: Good Governance
- C: Public Safety
- D: Economic Development
- E: Housing
- F: Quality of Life
- G: Infrastructure
- H: Environment

LEGAL REQUIREMENTS: 17 VSA § 2680(g) provides that whenever voting is conducted by Australian ballot, a public informational hearing has to be held within the ten-day window immediately preceding the vote.

BACKGROUND INFORMATION: The City Council received a preliminary budget in December which was approved by Council on January 24th.

SUPPORTING DOCUMENTS: FY19 budget books provided to council, budget documents are available at <http://www.montpelier-vt.org/DocumentCenter/View/4762>

INTERESTED PARTIES: City Council, Voters, City Staff

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.



CITY COUNCIL Agenda Item #18-069

Date: January 24, 2018

Consent ☐ Discussion ☒

SUBJECT: Annual City Meeting Warning Public Information Hearing

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Conduct a public information hearing on the Annual City Meeting Warning

RELATED COUNCIL GOAL/PRIOR ACTION:

- A: Affordability
- B: Good Governance
- C: Public Safety
- D: Economic Development
- E: Housing
- F: Quality of Life
- G: Infrastructure
- H: Environment

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: City Council must the annual City Meeting Warning for presentation to the voters.

BACKGROUND INFORMATION: None

SUPPORTING DOCUMENTS: Annual City Meeting Warning

INTERESTED PARTIES: Council, residents, community members, outside agencies, staff

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.

CITY MEETING WARNING FOR MARCH 6, 2018

The legal voters of the City of Montpelier, in City Meeting in Montpelier, in the County of Washington and the State of Vermont, are hereby warned to meet in the City Hall Auditorium, in said Montpelier, on the first Tuesday in March, March 6, 2018, at seven o'clock in the forenoon, and there and then to cast their ballot for the election of officers, matters that by law must be determined by ballot, and other matters as directed by the Council. The polls will be opened at 7:00 A.M. and shall be closed and the voting machine sealed at 7:00 P.M.

The legal voters of Montpelier and Roxbury are hereby warned of voting for all Australian ballot articles to be held on Tuesday, March 6 2018. Legal voters of Roxbury may vote at the Roxbury Town Hall from 10:00 a.m. to 7:00 p.m. The Legal voters of Montpelier may vote at Montpelier City Hall from 7:00 a.m. to 7:00 p.m.

ARTICLE 1. To elect one Mayor for a term of two years, one commissioner for the Green Mount Cemetery for a term of five years; one park commissioner for a term of five years; one park commissioner to fill out the remainder of a term of five years, to expire in one year; two school commissioners, each for a term to end January 1, 2019; one council member from each district, for a term of two years; one city clerk, for a term of three years.

ARTICLE 2. To elect one School District Moderator, one School District Clerk and one School District Treasurer to serve from their election and qualification for one year or until the election and qualification of their successors.

ARTICLE 3. To elect one at-large Board Member to serve on the Central Vermont Public Safety Authority Board for a three-year term commencing March, 2018.

ARTICLE 4. Shall the voters appropriate the sum of \$9,025,174 for the payment of debts and current expenses of the City for carrying out any of the purposes of the Charter, plus payment of all state and county taxes and obligations imposed upon the City by law to finance the fiscal year July 1, 2018 to June 30, 2019? (Requested by the City Council)

ARTICLE 5. Shall the voters of the school district adopt a budget of \$23,452,706 which is the amount the school board has determined to be necessary for the ensuing fiscal year? It is estimated that this proposed budget, if approved, will result in education spending of \$15,923.77 per equalized pupil. As this is the first year of operations for the new school district, the projected spending per equalized pupil cannot be compared to a prior year, as it does not exist. (Requested by the School Board)

ARTICLE 6. Shall the voters of the Central Vermont Public Safety Authority (CVPSA) appropriate the sum of \$60,000 (\$31,800 from Barre City and \$28,200 from the City of Montpelier) for the operating budget of the CVPSA for fiscal year July 1, 2018 to June 30, 2019? (Requested by CVPSA)

ARTICLE 7. Shall the voters appropriate the sum of \$4,000 as compensation to the Mayor for services for the fiscal year July 1, 2018 to June 30, 2019? (Requested by the City Council)

ARTICLE 8. Shall the voters appropriate the sum of \$12,000 (\$2,000 each) as compensation to the Council Members for their services for the fiscal year July 1, 2018 to June 30, 2019? (Requested by the City Council)

ARTICLE 9. Shall the voters appropriate the sum of \$9,700 (Chair \$1,500; Vice Chair \$1,200; others \$1,000 each) as compensation to the School Directors for their services for the fiscal year July 1, 2018 to June 30, 2019? (Requested by the School Board)

ARTICLE 10. Shall the voters authorize the Board of School Directors to hold any audited fund balance as of June 30, 2018 in a reserve (assigned) fund to be expended under the control and direction of the Board of School Directors for the purpose of operating the school? (Requested by the School Board)

ARTICLE 11. Shall the voters authorize the City Council to borrow a sum of money not to exceed \$1,300,000 for water distribution and sewer collection infrastructure improvements? Water distribution and sewer collection projects are planned on Lague Drive, Quesnel Drive, Clarendon Avenue, Main Street and/or others projects as warranted. If approved, bonds for these capital items would be issued for a term of 20 years, approximately \$32,000 would be required for the first year interest payment and approximately \$104,000 for the second year principal and interest payment and future payments declining each year as the principal is repaid. Payments would be split respectively between the portion attributable to water or sewer funds. (Requested by the City Council)

ARTICLE 12. Shall the voters authorize the City Council to borrow a sum of money not to exceed \$1,300,000 for highway and infrastructure improvements? Proceeds from bond funding will be used to finance the City's share of matching funds on the shared use path, for Taylor Street construction, 1 Taylor Street Transit Center construction, sidewalk replacements and other highway infrastructure projects. If approved, bonds for these capital items would be issued for a term of 20 years, approximately \$32,000 would be required for the first year interest payment and approximately \$104,000 for the second year principal and interest payment and future payments declining each year as the principal is repaid. (Requested by the City Council)

ARTICLE 13. Shall the voters of the school district approve the school board to incur bonded indebtedness in an amount not to exceed \$4,900,000 for the purpose of financing the construction of certain renovations and capital improvements to: Montpelier High School Wellness and Arts Wing including renovations to the auditorium, wellness center, locker rooms and lobby restrooms, construction of two classrooms, roof replacement, and upgraded heating and ventilation; and Union Elementary School including construction of an elevator with accessible vestibule, electrical systems upgrades, bathroom renovations, and playground renovation together with related site work and project costs. The estimated total cost of these projects is \$4,900,000. Article 5 includes the amount for payment of the debt service on this bonded debt for the ensuing fiscal year. **Notice required by 24 V.S.A 1758(b)(3) – State funds may not be available at the time this project is otherwise eligible to receive State school construction aid. The district is responsible for all costs incurred in connection with any borrowing done in anticipation of State school construction aid. (Requested by the School Board)**

ARTICLE 14. Shall the voters authorize the City to levy a special assessment of \$0.0515 per \$100 of appraisal value on properties within Montpelier's Designated Downtown not used entirely for residential purposes? The assessment shall be apportioned according to the listed value of such properties except that the assessment for any property also used for residential purposes shall be reduced by the proportion that heated residential floor space bears to heated floor space for such property. Funds raised by the assessment shall be used to improve the downtown streetscape and to market the downtown. (Requested by the City Council)

ARTICLE 15. Shall the voters appropriate the sum of \$330,633 to be used by the Kellogg-Hubbard Library for the fiscal year July 1, 2018 to June 30, 2019? (This amount is in addition to the \$29,063 for the library bond payment included in the City General Fund Budget, ARTICLE 3)

ARTICLE 16. Shall the city amend Section 2, Subchapter 1, subsections 102 and 105; Subchapter 5, subsections 509 and 515; Subchapter 6, subsection 601; Subchapter 9 subsection 909 and 910; and Subchapter 11, subsections 1102, 1103, 1106, 1117 and 1125 of the city charter to reflect the creation of the new Montpelier-Roxbury School district and eliminate provisions for the former Montpelier School Department as filed with the City Clerk on January 10, 2018? (Requested by the City Council)

ARTICLE 17. Shall the city amend Section 2, Subchapter 5, subsection 510 to allow election filing deadlines coincide with the general State statute as filed with the City Clerk on January 10, 2018? (Requested by the City Council)

ARTICLE 18. Shall the city amend Section 2, Subchapter 8, subsection 805 and 806 of the city charter to allow for two more members of the Development Review Board and to set new terms for the Development Review Board and the Planning Commission as filed with the Clerk on January 10, 2018? (Requested by the City Council)

ARTICLE 19. Shall the city amend Section 2, Subchapter 12, subsection 1201 to eliminate collections of personal property taxes for items valued under \$10,000 as filed with the City Clerk on January 10, 2018? (Requested by the City Council)

ARTICLE 20. Shall the Voters appropriate the sum of \$20,000 to be used by Central Vermont Home Health and Hospice for the fiscal year July 1, 2018-June 30, 2019? (By Petition)

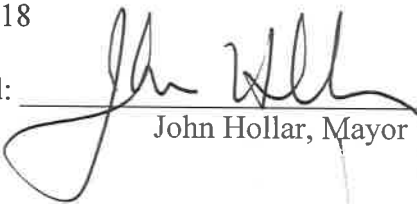
ARTICLE 21. Shall the Voters appropriate the sum of \$4,000 to be used by Good Samaritan Haven for the fiscal year July 1, 2018-June 30, 2019? (By Petition)

ARTICLE 22. Shall the Voters appropriate the sum of \$2,000 to be used by People's Health & Wellness Clinic for the fiscal year July 1, 2018-June 30, 2019? (By Petition)

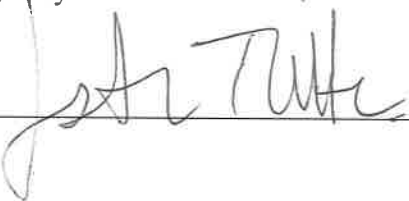
ARTICLE 23. Let it be resolved that the residents of Montpelier urge the State of Vermont to: a) Halt any new or expanded fossil fuel infrastructure, including but not limited to pipelines' b) Firmly commit in law to at least 90% renewable energy for the State of Vermont, with firm interim deadlines; and c) Ensure that the transition to renewable energy is fair and equitable for all residents, with no harm to marginalized or rural communities. (By Petition)

ARTICLE 24. Shall the City of Montpelier enter into a communications union district to be known as Central Vermont Internet, under the provisions of 30 V.S.A. Ch 82?"(Requested by the City Council)

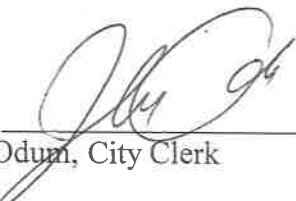
Dated this 24th day of January, 2018

Signed:  _____
John Hollar, Mayor

Members of the City Council:

CITY SEAL:

ATTEST:

John Odum, City Clerk



CITY COUNCIL Agenda Item #18-070

Date: February 28, 2018

Consent ___ **Discussion** **X**___

SUBJECT: Bond Public Information Hearing

SUBMITTING DEPARTMENT: City Manager and Finance

RECOMMENDED ACTION: Conduct a public information hearing on the issuance of a new bond for highway and infrastructure projects.

RELATED COUNCIL GOAL/PRIOR ACTION:

- A: Affordability
- B: Good Governance
- D: Economic Development
- E: Housing
- G: Infrastructure
- H: Environment

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: To provide information to voters of proposed new bonding to be voted on at the Annual City Meeting on March 6, 2018.

BACKGROUND INFORMATION: A new bond is proposed in the amount of \$1,300,000 for matching funds required for construction of the shared use path, sidewalk replacements, Taylor Street improvements and completion of the 1 Taylor Street Transit Center.

SUPPORTING DOCUMENTS: Bond article for the Annual City Meeting Warning

INTERESTED PARTIES: City Council, Voters, City Staff

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.

ARTICLE 11. Shall the voters authorize the City Council to borrow a sum of money not to exceed \$1,300,000 for water distribution and sewer collection infrastructure improvements? Water distribution and sewer collection projects are planned on Lague Drive, Quesnel Drive, Clarendon Avenue, Main Street and/or others projects as warranted. If approved, bonds for these capital items would be issued for a term of 20 years, approximately \$32,000 would be required for the first year interest payment and approximately \$104,000 for the second year principal and interest payment and future payments declining each year as the principal is repaid. Payments would be split respectively between the portion attributable to water or sewer funds. (Requested by the City Council)

ARTICLE 12. Shall the voters authorize the City Council to borrow a sum of money not to exceed \$1,300,000 for highway and infrastructure improvements? Proceeds from bond funding will be used to finance the City's share of matching funds on the shared use path, for Taylor Street construction, 1 Taylor Street Transit Center construction, sidewalk replacements and other highway infrastructure projects. If approved, bonds for these capital items would be issued for a term of 20 years, approximately \$32,000 would be required for the first year interest payment and approximately \$104,000 for the second year principal and interest payment and future payments declining each year as the principal is repaid. (Requested by the City Council)



CITY COUNCIL Agenda Item #18-071

Date: February 28, 2018

Consent ____ **Discussion** **X**

SUBJECT: Charter Amendments Public Information Hearing

SUBMITTING DEPARTMENT: City Clerk

RECOMMENDED ACTION: Conduct a public information hearing on the proposed amendments to the City's Charter.

RELATED COUNCIL GOAL/PRIOR ACTION:

- A: Affordability
- B: Good Governance
- C: Public Safety
- D: Economic Development
- E: Housing
- F: Quality of Life
- G: Infrastructure
- H: Environment

LEGAL REQUIREMENTS: Public information hearing on proposed charter amendments.

BACKGROUND INFORMATION: Charter Changes are being proposed to 1) amend the size of the DRB and set terms for the DRB and Planning Commission; 2) reflect the creation of the new Montpelier-Roxbury School District; 3) eliminate collections of personal property taxes for items valued under \$10,000; and 4) amend election filing deadlines to coincide with general state statute.

SUPPORTING DOCUMENTS: Proposed Charter Amendments

INTERESTED PARTIES: City Council, Voters, City Staff

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.

ATTACHMENT 1

§ 805. PLANNING COMMISSION

The Planning Commission shall consist of seven members appointed by the City Council in accordance with 24 V.S.A. §§ 4322-4323, as may be amended from time to time. On October 1, 2018, the City Council shall appoint four members to 2 year terms and three members to 1 year terms. Thereafter all terms shall run for two years. Terms shall begin on October 1 and expire on September 30. Appointments to vacated positions shall run until the expiration of the existing term. The Planning Commission shall perform such planning functions and duties as may be required by the City Council, this chapter, ordinances, or applicable State laws.

§ 806. DEVELOPMENT REVIEW BOARD

(a) The Development Review Board shall consist of seven regular members and two alternate members, appointed by the City Council in accordance with 24 V.S.A. § 4460, as may be amended from time to time.

(b) On May 1, 2018, the City Council shall appoint three members to 3 year terms, three members to 2 year terms and one member and two alternates to 1 year terms. Thereafter all terms shall run for three years. Terms shall begin on May 1 and expire on April 30. Appointments to vacated positions shall run until the expiration of the existing term.

(c) The Development Review Board shall, upon the request of an interested person, hear the appeal of any decision or act taken by the Administrative Officer in accordance with the procedures outlined in 24 V.S.A. chapter 117, subchapter 11, as may be amended from time to time, and perform such other duties as may be required by the City Council, this chapter, ordinances, or applicable State laws.

(d) A quorum shall consist of a minimum of four regular or alternate members up to a maximum of seven regular or alternate members.

(e) Alternate members may serve on the Development Review Board when one or more regular members are unable to attend a meeting.

(f) The Development Review Board shall be further governed by rules and procedures as provided in the City ordinances.

ATTACHMENT 2

§ 102. GENERAL POWERS

The City shall have all the powers given to towns by the general law; and may purchase, hold, and convey any real estate and erect and keep in repair any buildings necessary or convenient for its purposes; and may acquire, construct, and maintain such infrastructure as it may deem necessary for the benefit of the City.

§ 105. INTERGOVERNMENTAL RELATIONS

The City, through its City Council, may enter into agreements with the United States of America or the State of Vermont to accept grants, loans, and assistance to make public improvements, and the City may make appropriations consistent with this chapter to accomplish such purposes.

§ 509. ELECTION OF CITY OFFICERS

(a) At the annual meeting, Montpelier voters shall elect from among the City voters a Mayor for a term of two years; a City Clerk for a term of three years; a City Council member from each district for a term of two years and other elective City officers. At the annual meeting there shall be elected from among the City voters members of the Board of School Directors of the Montpelier-Roxbury Unified Union School District as provided in the June 20, 2017 Articles of Agreement between the City of Montpelier and the Roxbury Town School District.

(b) Each elected city officer shall hold office until a successor has been duly elected and qualified.

§ 515. [Repealed]

§ 601. Effective July 1, 2018, the Montpelier School Department will cease to exist and will be supplanted by the Montpelier-Roxbury Unified Union School District. On July 1, 2018, all City assets and property under the control of the Montpelier School Department Board of Commissioners, together with all City liabilities attributable to the Montpelier School Department, shall pass to be assumed by the Montpelier-Roxbury Unified Union School District in accordance with the June 20, 2017 Articles of Agreement between the City of Montpelier and the Roxbury Town School District.

§ 909. ANNUAL CITY REPORT

A full record of expenditures shall be kept and a clear statement of all receipts and disbursements of City money and of the affairs of the City generally, together with the report of other City officials, shall be annually published under the direction of the City Manager. A reasonable number shall be made available for distribution among the voters of the City at least

10 days prior to the annual City meeting. The report shall include estimates of receipts and proposed expenditures of the City for the ensuing year.

§ 910. OFFICERS' BONDS

All officers from whom the City Manager may require bonds, or as required by State Statute, shall annually give bonds to the City, to the satisfaction of the City Manager, for the faithful discharge of their respective trusts. Such bond shall be given before the officer concerned enters upon the officer's duties. If the City Manager requires a bond with a fidelity company as surety, the City shall pay the expense thereof. The City Manager may contract for one blanket bond to cover all City officials and employees required to furnish bonds. Such blanket bond may, with the concurrence of other boards or agencies requiring bonds from officers and employees under their control, cover other officers or employees under control of such boards.

§1102. SUBMISSION TO VOTERS

(a) When the City Council shall determine that the public necessity or interest demands improvements, and that the cost of the same will be too great to be paid out of the ordinary revenue of the City, the Council may by vote of two-thirds of its members order the submission of a proposition to make such improvements and incur debt to pay for the same to the voters of the City at an annual or special meeting warned and held for that purpose.

§1103. [Repealed]

§1106. AUTHORIZATION

When a majority of all the voters voting on such proposition at an annual meeting or special City meeting shall vote to authorize such improvements and the incurring of debt to pay for the same, the City Council shall be authorized to make such improvements.

§1117. USE OF UNEXPENDED BOND PROCEEDS

The proceeds of all bonds or notes shall be used for the purpose for which they were authorized. However, any unexpended balance remaining after carrying out the purpose for which they were authorized may, by vote of any annual or special City meeting duly warned and held for that purpose, be authorized for any purpose for which bonds may be issued, in accordance with general law, or transferred to a sinking fund established by the Council.

§1125. BUDGET SURPLUS AND DEFICIT

Unless otherwise disposed of in the manner provided by law or set in reserve by the City

Council, any surplus existing at the end of the fiscal year shall be carried forward as revenue in the General Fund for the next ensuing fiscal year. Any deficit existing at the end of the fiscal year shall be liquidated in the manner provided by law.

§1201. ASSESSMENT OF TAXES AND ESTABLISHMENT OF TAX RATE

(a) The City Council shall assess such taxes upon the grand list of the City as the voters at any annual or special meeting warned for that purpose have approved for the payment of debts and current expenses of the City, for carrying out any of the purposes of this chapter, and for the payment of all State and county taxes and obligations imposed by law. The vote of the City shall be upon the specific sum of budgeted tax appropriation for the support of all City departments, grants, schools, recreation, and senior citizens. The City Council shall establish a tax rate based upon the true grand list as appraised by the City Assessor, and shall deliver the same to the City Treasurer for computation and collection.

ATTACHMENT 3 – Submitted by Montpelier City Clerk, John Odum

§1201. ASSESSMENT OF TAXES AND ESTABLISHMENT OF TAX RATE

(c) For the purpose of assessing taxes upon the grand list of the City as provided in subsection (a) of this Section, an owner whose personal property does not exceed the assessed value of \$10,000 shall not be set in the grand list of the City as taxable personal estate.

ATTACHMENT 4– Submitted by Montpelier City Clerk, John Odum

§ 510. CERTIFICATES OF NOMINATION

(a) Certificates of nomination for City offices to be filled at annual City meetings shall be filed in accordance with general laws of the State.

ATTACHMENT 1

§ 805. PLANNING COMMISSION

The Planning Commission shall consist of seven members appointed by the City Council ~~for two year terms~~ in accordance with 24 V.S.A. §§ 4322-4323, as may be amended from time to time. On October 1, 2018, the City Council shall appoint four members to two year terms and three members to 1 year terms. Thereafter all terms shall run for two years. Terms shall begin on October 1 and expire on September 30. Appointments to vacated positions shall run until the expiration of the existing term. The Planning Commission shall perform such planning functions and duties as may be required by the City Council, this chapter, ordinances, or applicable State laws.

§ 806. DEVELOPMENT REVIEW BOARD

~~(a)~~ ~~(a)~~ The Development Review Board shall consist of ~~five~~ seven regular members and two alternate members, appointed by the City Council ~~for three year terms~~ in accordance with 24 V.S.A. § 4460, as may be amended from time to time.

~~(a)~~ (b) On May 1, 2018, the City Council shall appoint three members to three year terms, three members to 2 year terms and one member and two alternates to 1 year terms. Thereafter all terms shall run for three years. Terms shall begin on May 1 and expire on April 30. Appointments to vacated positions shall run until the expiration of the existing term.

~~(bc)~~ The Development Review Board shall, upon the request of an interested person, hear the appeal of any decision or act taken by the Administrative Officer in accordance with the procedures outlined in 24 V.S.A. chapter 117, subchapter 11, as may be amended from time to time, and perform such other duties as may be required by the City Council, this chapter, ordinances, or applicable State laws.

~~(ed)~~ A quorum shall consist of a minimum of ~~three~~ four regular or alternate members up to a maximum of ~~five~~ seven regular or alternate members.

~~(ec)~~ Alternate members may serve on the Development Review Board when one or more regular members are unable to attend a meeting.

~~(ef)~~ The Development Review Board shall be further governed by rules and procedures as provided in the City ordinances.

ATTACHMENT 2

§ 102. GENERAL POWERS

The City shall have all the powers given to towns ~~and town school districts~~ by the general law; and may purchase, hold, and convey any real estate and erect and keep in repair any buildings necessary or convenient for its purposes; and may acquire, construct, and maintain such infrastructure as it may deem necessary for the benefit of the City.

§ 105. INTERGOVERNMENTAL RELATIONS

The City, through its City Council ~~or Board of School Commissioners, or both~~, may enter into agreements with the United States of America or the State of Vermont to accept grants, loans, and assistance to make public improvements, and the City may make appropriations consistent with this chapter to accomplish such purposes.

§ 509. ELECTION OF CITY OFFICERS

(a) At the annual meeting, Montpelier voters shall elect from among the City voters a Mayor for a term of two years; a City Clerk for a term of three years; a City Council member from each district for a term of two years; and other elective City officers; ~~and two school commissioners, each for a term of three years.~~ At the annual meeting there shall be elected from among the City voters members of the Board of School Directors of the Montpelier-Roxbury Unified Union School District as provided in the June 20, 2017 Articles of Agreement between the City of Montpelier and the Roxbury Town School District.

(b) Each elected city officer shall hold office until a successor has been duly elected and qualified.

§ 515. ~~[Repealed]~~ SCHOOL BUDGET VOTE

~~The school budget shall be voted as a separate ballot item at an annual meeting.~~

§ 601. Effective July 1, 2018, the Montpelier School Department will cease to exist and will be supplanted by the Montpelier-Roxbury Unified Union School District. On July 1, 2018, all City assets and property under the control of the Montpelier School Department Board of Commissioners, together with all City liabilities attributable to the Montpelier School Department, shall pass to be assumed by the Montpelier-Roxbury Unified Union School District in accordance with the June 20, 2017 Articles of Agreement between the City of Montpelier and the Roxbury Town School District.

Subchapter 6. Schools

~~§ 601. SCHOOL COMMISSIONERS~~

~~— The exclusive management and control of the public schools and of all school property of the City shall be vested in a board of seven school commissioners for terms of three years.~~

~~§ 602. ELECTION OF BOARD OFFICIALS~~

~~— (a) The Board of School Commissioners shall annually, not later than the second Wednesday after the first Tuesday in May, elect one of their number Chair of the Board, one of their number Vice Chair of the Board, one of their number Secretary of the Board, and one of their number Treasurer of the Board.~~

~~— (b)(1) The Board shall require its Treasurer and other commissioners it deems necessary to give bond to the City to the satisfaction of the Board for faithful discharge of their trust. If the Board shall require a bond with a fidelity company as surety, the expense thereof shall be paid from the School Fund.~~

~~— (2) The Board may, by agreement with the City Council, provide that its Treasurer be covered under a blanket bond to be contracted as authorized by section 910 of this chapter. In such event, an equitable proportion of the cost of such blanket bond shall be paid out of the School Fund.~~

~~§ 603. VACANCY IN THE OFFICE OF SCHOOL COMMISSIONERS~~

~~— A vacancy in the office of school commissioner with more than 90 days of unexpired term remaining shall be filled by the remaining members of the Board of School Commissioners until the next annual meeting of the City.~~

~~§ 604. SUPERINTENDENT OF SCHOOLS~~

~~— The Board of School Commissioners shall, at the meeting specified in section 602 of this subchapter or at any subsequent meeting, appoint a Superintendent of Schools who shall not be one of their number. The Board shall fix the compensation of the Superintendent of Schools; and the compensation shall be paid in the same manner as other expenses for the support of schools.~~

~~§ 605. DUTIES OF SUPERINTENDENT OF SCHOOLS~~

~~— The Superintendent of Schools shall perform such duties in connection with the public schools of the City as shall be assigned to the Superintendent by the Board of School Commissioners. The Superintendent shall annually report to the City Council such statistics as are required to be kept by law and such other information as the Board of School Commissioners shall direct.~~

~~§ 606. TERM OF OFFICE~~

~~—The Superintendent of Schools may be appointed for a term not to exceed three years. The Board of School Commissioners may remove the Superintendent of Schools for causes of incapacity, neglect of duty, or misconduct. Said Board shall by appointment fill all vacancies in such office.~~

~~§ 607. ANNUAL SCHOOL REPORT~~

~~—The Board of School Commissioners shall submit to the City Council, on or before February 15 of each year, its annual report on the status of the schools. Said report shall include an estimate of the necessary expenditures for the support of schools for the ensuing year, the amount of school income to be received from sources other than local taxation, and a recommendation of the amount of money to be raised by local taxation for the support of schools for the ensuing year. Said report shall be published with the report of City officials.~~

~~§ 608. REQUISITION OF SCHOOL FUND~~

~~—The Board of School Commissioners shall, from time to time as the same shall be required, make requisitions on the City Council for warrants on the City Treasury for such sum of money as they shall require for the payment of the expenses of the schools, which warrants in the aggregate in any year shall not exceed the amount of the School Fund established as provided by Section 613 of this subchapter.~~

~~§ 609. DEPOSIT OF SCHOOL REVENUES~~

~~—All moneys received by the School Board from tuition and other sources, except from the City Treasurer on requisition as provided in the preceding section, shall be turned over to the City Treasurer, unless specifically exempted by the City Council. The Board of School Commissioners shall have no authority to expend any money which may be received by them from any source, except such as may be received from the City Treasurer on requisition as above provided, or unless specifically exempted by the City Council.~~

~~§ 610. BORROWED FUNDS APPROPRIATED TO SCHOOL FUND~~

~~—All money received from notes or bonds issued by authority of the legal voters as provided in Subchapter 11 of this Charter for improvements relating to schools or school property shall be appropriated to the School Fund, and may be spent by the Board of School Commissioners for the purpose for which issue of said notes or bonds was authorized.~~

~~§ 611. PAYMENT OF SCHOOL NOTES AND BONDS~~

~~(a) —The Board of School Commissioners shall include in its estimate of necessary expenditures for the support of schools and its recommendation of the amount of money to be~~

~~raised by local taxation for the support of schools, which estimate and recommendation are provided for in Section 607 of this subchapter, the amount of money required for payment of principal or interest, or both on any bonds or notes heretofore or hereafter issued by the City of Montpelier for school purposes, and the amount shall be specifically designated in the estimate and recommendation by the Board of School Commissioners.~~

~~(b) The City in voting money for school purposes at any annual or special meeting shall include in the amount voted for the support of schools the amount of money needed for the payment of principal or interest, or both on bonds or notes heretofore or hereafter issued by the City for school purposes. The amount of money required for the payment of principal or interest, or both on bonds or notes as hereinbefore set forth shall be used by the Board of School Commissioners for the purpose of paying the principal or interest, or both.~~

~~(c) In case of conflict between this section and other provisions of this chapter, this section will prevail.~~

~~§ 612. FINANCIAL REPORT TO CITY TREASURER~~

~~The Board of School Commissioners shall each year, after its accounts have been audited, make available to the City Treasurer, on request, all vouchers showing money expended during the preceding year, which vouchers shall be kept by the school system.~~

~~§ 613. SCHOOL FUND~~

~~The City Council shall annually appropriate such dollar amount necessary for support of the school budget as may be voted at the annual City meeting or any special meeting duly warned and held for that purpose, all such moneys as shall be received from the State for the use of schools, all moneys and income from tuition and any other sources for the use of schools, and the income of any other property or money donated by any person to the City for the use of schools, all money as may be received from the federal government for the use of schools and money received from any source and specifically designated as money to be used for schools, the total amount of which shall be kept by the City Treasurer unless especially exempted by the City Council, and the City Council shall authorize warrants drawn on the City Treasury for the payment of the same to the Treasurer of the Board of School Commissioners, upon requisition made by such Board, at such times and for such amount, not exceeding in the total for the year the amount of the School Fund, as such requisition shall designate.~~

~~§ 614. COMPENSATION~~

~~The School Commissioners shall receive as compensation for their services such sum as may be voted to them at the annual meeting of each year.~~

§ 909. ANNUAL CITY REPORT

A full record of expenditures shall be kept and a clear statement of all receipts and disbursements of City money and of the affairs of the City generally, together with the report of ~~the Board of School Commissioners, auditors, and~~ other City officials, shall be annually published under the direction of the City Manager. A reasonable number shall be made available for distribution among the voters of the City at least 10 days prior to the annual City meeting. The report shall include estimates of receipts and proposed expenditures of the City for the ensuing year.

§ 910. OFFICERS' BONDS

All officers from whom the City Manager may require bonds, or as required by State Statute, shall annually give bonds to the City, to the satisfaction of the City Manager, for the faithful discharge of their respective trusts. Such bond shall be given before the officer concerned enters upon the officer's duties. If the City Manager requires a bond with a fidelity company as surety, the City shall pay the expense thereof. The City Manager may contract for one blanket bond to cover all City officials and employees required to furnish bonds. Such blanket bond may, with the concurrence of ~~the Board of School Commissioners and~~ other boards or agencies requiring bonds from officers and employees under their control, cover ~~the Treasurer of the Board of School Commissioners and~~ other officers or employees under control of such boards.

§1102. SUBMISSION TO VOTERS

(a) When the City Council shall determine that the public necessity or interest demands improvements, ~~other than improvements relating to schools or school property,~~ and that the cost of the same will be too great to be paid out of the ordinary revenue of the City, the Council may by vote of two-thirds of its members order the submission of a proposition to make such improvements and incur debt to pay for the same to the voters of the City at an annual or special meeting warned and held for that purpose.

§1103. ~~[Repealed] SUBMISSION TO VOTERS; SCHOOL IMPROVEMENTS~~

~~When the School Board shall determine that the public necessity or interest demands improvements relating to schools or school property, or upon a petition signed by at least ten percent of the voters, and that the cost of the same will be too great to be paid out of ordinary revenue of the City, the School Board may by vote of two-thirds of its members request the City Council to order the submission of — proposition to make such improvements and incur debt to pay for the same to the voters of the City at an annual or special meeting warned and held for that purpose. The City Council shall, on receipt of such a request from the School Board or by petition, promptly order the submission of a proposition to make such improvements and incur debt to pay for the same to the voters of the City at an annual meeting or special meeting warned and held for that purpose.~~

§1106. AUTHORIZATION

When a majority of all the voters voting on such proposition at an annual meeting or special City meeting shall vote to authorize such improvements and the incurring of debt to pay for the same, the City Council ~~or, if the improvements relate to schools or school property, the School Board~~ shall be authorized to make such improvements.

§1117. USE OF UNEXPENDED BOND PROCEEDS

~~(a)~~ The proceeds of all bonds or notes shall be used for the purpose for which they were authorized. However, any unexpended balance remaining after carrying out the purpose for which they were authorized, ~~other than school purposes,~~ may, by vote of any annual or special City meeting duly warned and held for that purpose, be authorized for any purpose for which bonds may be issued, in accordance with general law, or transferred to a sinking fund established by the Council.

~~(b)~~ Any unexpended balance remaining after carrying out a purpose relating to schools or school property for which bonds or notes were authorized may, in addition to other uses permitted by law, be transferred to a sinking fund.

§1125. BUDGET SURPLUS AND DEFICIT

Unless otherwise disposed of in the manner provided by law or set in reserve by the City Council ~~or School Board~~, any surplus existing at the end of the fiscal year shall be carried forward as revenue in the General Fund ~~or School Fund, as appropriate,~~ for the next ensuing fiscal year. Any deficit existing at the end of the fiscal year shall be liquidated in the manner provided by law.

§1201. ASSESSMENT OF TAXES AND ESTABLISHMENT OF TAX RATE

(a) The City Council shall assess such taxes upon the grand list of the City as the voters at any annual or special meeting warned for that purpose have approved for the payment of debts and current expenses of the City, for carrying out any of the purposes of this chapter, ~~for the support of schools~~ and for the payment of all State and county taxes and obligations imposed by law. The vote of the City shall be upon the specific sum of budgeted tax appropriation for the support of all City departments, grants, schools, recreation, and senior citizens. The City Council shall establish a tax rate based upon the true grand list as appraised by the City Assessor, and shall deliver the same to the City Treasurer for computation and collection.

ATTACHMENT 3 – Submitted by Montpelier City Clerk, John Odum

§1201. ASSESSMENT OF TAXES AND ESTABLISHMENT OF TAX RATE

(c) For the purpose of assessing taxes upon the grand list of the City as provided in subsection (a) of this Section, an owner whose personal property does not exceed the assessed value of \$10,000 shall not be set in the grand list of the City as taxable personal estate.

Attachment 4 – Submitted by Montpelier City Clerk, John Odum

§ 510. CERTIFICATES OF NOMINATION

(a) Certificates of nomination for City offices to be filled at annual City meetings shall be filed ~~by the candidate or with the candidate's written assent with the City Clerk not fewer than 30 nor more than 40 calendar days before such meeting.~~

~~(b)(1) All nominations for City offices shall be made by certificate signed by 25 or more voters~~
in accordance with general laws of the State.



CITY COUNCIL Agenda Item #18-072

Date: Feb. 28, 2018

Consent ____ Discussion X

SUBJECT: Second Reading for Parklet Ordinance

SUBMITTING DEPARTMENT: City Manager's Office

RECOMMENDED ACTION: Conduct second reading and approve language

RELATED COUNCIL GOAL/PRIOR ACTION: F: Quality of Life – Institutionalize Parklet Program

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Ordinances require two readings before being effective. Proposed ordinance was prepared by Attorney Paul Giuliani with input from city staff.

BACKGROUND INFORMATION: The City has conducted a trial period for parklets in the downtown area over the last few years. The Council has concluded that they wish to continue the program on a more permanent basis. This ordinance was drafted to establish criteria, requirements and process for the installation and use of parklets in the downtown.

SUPPORTING DOCUMENTS: 1) Ordinance with changes proposed from first reading, redlined;
2) ordinance proposed for second reading with changes accepted.

INTERESTED PARTIES: Montpelier Alive, Montpelier Business Association, downtown businesses

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over the City Manager's Approval line.

ARTICLE xx PARKLETS
(For 2nd Reading, with redlined changes)

Sec. ~~1-xxx~~ ~~tion 1-~~

This ordinance is intended to regulate the temporary establishment, maintenance and operation of space within dedicated street and highway right-of-way limits for public, private, civic and commercial use as parklets.

Sec. ~~2-xxx~~

Parklets are public seating platforms that convert curbside parking spaces into vibrant community spaces. Most parklets have a distinctive design that incorporates seating, greenery, and/or bike racks and accommodate unmet demand for public space on thriving neighborhood retail streets or commercial areas. (National Association of City Transportation Officials)

Sec. ~~3-xxx~~ ~~tion 2-~~

~~From time to time, I~~the City Council shall designate the location and boundaries of space within one or more dedicated street or highway as areas in which parklets may be established and maintained. Such designation will take into consideration impediment to public use of streets and highways, vehicular and pedestrian safety, congestion, noise, litter and public health.

Sec. ~~4-xxx~~ ~~tion 3-~~

The City Council will allow parklets covering up to six parking spaces in total. Applications will be handled on a first-come basis, or may be amended as needed. The approved designation will extend for three years; parklet owners may apply for renewal at that time. ~~The City Council may adopt a rotating or lottery system of allocating parklet sites to and among applicants.~~

Sec. ~~5-xxx~~ ~~tion 4-~~

A person seeking to install a parklet in a designated location shall submit a completed application form and parklet plan (architectural renderings & site plan) to the City Manager or his/her designee, and shall remit to the City Treasurer a non-refundable application fee of \$50.00 (or as may be amended from time to time). ~~The forms of application along with parklet design and placement standards are attached as Exhibit A and Exhibit B respectively.~~

Sec. ~~6-xxx~~ ~~tion 5-~~

Parklet applications require an advisory opinion from the Design Review Board, and will also be evaluated by City staff, including the Public Works Department and the Police Department, using the following technical compliance criteria:

- (a) Suitable ~~l~~location in central business district (Designated Downtown);
- (b) Pedestrian access and ADA accessibility;
- (c) Material maintenance, installation and removal portability;
- (d) ~~Attractiveness and durability of design~~ Safety considerations, including barriers, traffic signs, railings, wind stresses, traffic & pedestrian visibility;
- (e) ~~A~~assignment of maintenance responsibility – trash, etc.; and

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(f) Drainage management & access.

Parklets may feature:

(a) Tables and chairs

(b) Benches

(c) Planters and landscaping features

(d) Art Work

(e) Bike Racks

~~(4)~~ While other features may be acceptable, the goal of these spaces is to enhance the pedestrian experience downtown by providing places for activities on the commercial streets of the city. Parklets may be restricted to use by patrons of a particular establishment or group of cooperating businesses, or may be open to the general public for their enjoyment. Parklets may be used as an accessory space for a nearby business but they may not be used as a stand-alone place of business.

~~Sec. 7-xxx tion 6.~~

Following City staff report, DRC advisory opinion, -and approval by the City Council, each applicant shall enter into an agreement with the City under which the applicant shall construct and operate the parklet, as well as provide specified daily maintenance. The applicant's failure to ~~perform~~ comply with said agreement shall result in the termination of applicant's approval to install and operate the parklet, ~~and shall removal of said parklet immediately upon receipt of notice, and restoration of e~~ the area to a condition at least equal to pre-existing conditions. The City reserves the right to take legal action to recover costs if applicant fails to remove parklet in a required time frame and the City must handle removal.

~~Sec. 8-xxx tion 5.~~

Prior to the construction, installation or operation of any parklet component, the applicant shall:

- (a) Furnish the City Clerk with proof of comprehensive general liability insurance in a minimum of \$1,000,000 per occurrence, naming the City as additional insured; and
- (b) Remit to the City Treasurer a sum equal to \$810.00 (27 weeks @ \$30/week) (or as may be amended from time to time) ~~for each metered parking space which will be displaced by the parklet.~~

~~Sec. 9-xxx tion 6.~~

At all times the parklet is in operation, smoking is prohibited and the applicant shall conform to all laws and regulations relating to the sale and consumption of alcoholic beverages and food safety within the parklet.

~~Sec. 10-xxx tion 7.~~

Parklets may be maintained and operated only during the period commencing ~~May 1st April~~ 15th ~~1~~ until Nov. 8th ~~October 20th~~ 1 of each year.

ARTICLE xx PARKLETS
(For 2nd Reading, with redlined changes accepted)

Sec. 1-xxx

This ordinance is intended to regulate the temporary establishment, maintenance and operation of space within dedicated street and highway right-of-way limits for public, private, civic and commercial use as parklets.

Sec. 2-xxx

Parklets are public seating platforms that convert curbside parking spaces into vibrant community spaces. Most parklets have a distinctive design that incorporates seating, greenery, and/or bike racks and accommodate unmet demand for public space on thriving neighborhood retail streets or commercial areas. (National Association of City Transportation Officials)

Sec. 3-xxx

The City Council shall designate the location and boundaries of space within one or more dedicated street or highway as areas in which parklets may be established and maintained. Such designation will take into consideration impediment to public use of streets and highways, vehicular and pedestrian safety, congestion, noise, litter and public health.

Sec. 4-xxx

The City Council will allow parklets covering up to six parking spaces in total. Applications will be handled on a first-come basis, or may be amended as needed. The approved designation will extend for three years; parklet owners may apply for renewal at that time.

Sec. 5-xxx

A person seeking to install a parklet in a designated location shall submit a completed application form and parklet plan (architectural renderings & site plan) to the City Manager or his/her designee, and shall remit to the City Treasurer a non-refundable application fee of \$50.00 (or as may be amended from time to time).

Sec. 6-xxx

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- (a) Suitable location in central business district (Designated Downtown);
- (b) Pedestrian access and ADA accessibility;
- (c) Material maintenance, installation and removal portability;
- (d) Attractiveness and durability of design;

- (e) Safety considerations, including barriers, traffic signs, railings, wind stresses, traffic & pedestrian visibility;
- (e) Assignment of maintenance responsibility – trash, etc.; and
- (f) Drainage management & access.

Parklets may feature:

- (a) Tables and chairs
- (b) Benches
- (c) Planters and landscaping features
- (d) Art Work
- (e) Bike Racks

While other features may be acceptable, the goal of these spaces is to enhance the pedestrian experience downtown by providing places for activities on the commercial streets of the city. Parklets may be restricted to use by patrons of a particular establishment or group of cooperating businesses, or may be open to the general public for their enjoyment. Parklets may be used as an accessory space for a nearby business, but they may not be used as a stand-alone place of business.

Sec. 7-xxx

Following City staff report, DRC advisory opinion, and approval by the City Council, each applicant shall enter into an agreement with the City under which the applicant shall construct and operate the parklet, as well as provide specified daily maintenance. The applicant's failure to comply with said agreement shall result in the termination of applicant's approval to install and operate the parklet, and removal of said parklet immediately upon receipt of notice, and restoration of the area to a condition at least equal to pre-existing conditions. The City reserves the right to take legal action to recover costs if applicant fails to remove parklet in a required time frame and the City must handle removal.

Sec. 8-xxx

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- (a) Furnish the City Clerk with proof of comprehensive general liability insurance in a minimum of \$1,000,000 per occurrence, naming the City as additional insured; and
- (b) Remit to the City Treasurer a sum equal to \$810.00 (27 weeks @ \$30/week) (or as may be amended from time to time) for each metered parking space that will be displaced by the parklet.

Sec. 9-xxx

At all times the parklet is in operation, smoking is prohibited and the applicant shall conform to all laws and regulations relating to the sale and consumption of alcoholic beverages and food safety within the parklet.

Sec. 10-xxx

Parklets may be maintained and operated only during the period commencing May 1st until Nov. 8th of each year.



CITY COUNCIL Agenda Item #18-073

Date:

Consent ____ **Discussion** **X**

SUBJECT: Pump Track for the Montpelier Recreation Field

SUBMITTING DEPARTMENT: Recreation Department

RECOMMENDED ACTION: Approve Recreation Department's request to build a Pump Track at the Rec. Field

RELATED COUNCIL GOAL/PRIOR ACTION:

- A: Affordability – Project is relatively low cost with grant support.
- C: Public Safety – Safe place for participants to ride bikes with no traffic.
- F: Quality of Life – More recreational opportunities for the community.
- H: Environment – Relatively low impact on the environment.

EXPENDITURE REQUIRED: Up to \$3,000.00 dollars plus up to \$3,000 for materials.

SOURCE OF FUNDS: Recreation Budget.

LEGAL REQUIREMENTS: Need to have all permits in place before project can start.

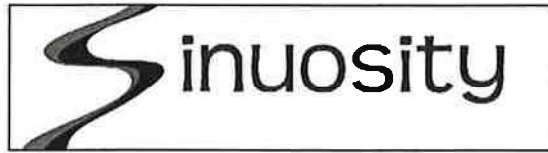
BACKGROUND INFORMATION: See attached.

SUPPORTING DOCUMENTS: See attached.

INTERESTED PARTIES: Pump Track Committee, Recreation Department, and Community.

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over the City Manager's Approval line.



Brooke Scatchard
94 White Birch Rd
Morrisville, VT 05661

Phone: 802-233-0254
Email: brooke@sinuosity.net
Web: www.sinuosity.net

November 8, 2017

Introduction

Sinuosity, LLC has been requested to submit a proposal for the design and construction of a proposed bicycle pump track at the Montpelier Recreation Field area. Sinuosity, LLC provides design/build services for diverse trail networks and has many years of experience with trail design and construction. In addition to multi-use trails, we are experienced with the design and construction of pump tracks and bike skills park features.

Scope of work

The area of the proposed bike park would support a mid-sized pump track that is approximately 120' long by 40' wide. Descriptions and pictures of a pump track are included below. An initial conceptual map of the pump track has been developed to illustrate a potential layout. The size and scope of the features can be adjusted to accommodate additional site considerations, as well as your budget.

Process

The process of our design, layout, and construction services will begin with further assessment of the slope and landscape conditions in the areas of the proposed bike park. Pump track and skills park plans will be developed and submitted for approval prior to construction. The plans will incorporate the existing site features as well as strategically placed drainage paths and/or sub-surface drainage features.

It will be necessary to import all of the soil to create the rollers and berms for the pump track in order to avoid digging below the existing grade. A small start hill on one end of the track will be helpful to give riders some momentum as they enter the track. A total of approximately 250 yards of imported fill material would be required to build the features. The imported soil, ideally a rock free mix of sand/silt/clay, will be distributed around the site and added on top of the native soil to elevate the track. The ~140 yards of material used for the start hill and base material for the berms could be a more generic fill dirt. The remaining ~110 yards should be similar to the baseball diamond soil currently stock piled in the back corner of the Baseball Drive parking lot. Delivery and/or purchase of the fill material is not included in this proposal.

The pump track will be primarily constructed with a mini-excavator and a skid steer. After final shaping, a plate compactor will be used to create a durable and erosion resistant surface. A source of water will be helpful to aid in compaction during construction and occasionally for seasonal maintenance.

Sinuosity, LLC has many years of successful experience working with diverse clients in the development of sustainable trails and bike parks. We look forward to collaborating with the City of Montpelier to create a fun pump track.

Insurance and Limitations of Liability

Sinuosity, LLC shall at all times maintain a policy of general liability insurance and shall provide City of Montpelier with a certificate demonstrating that said policy is valid and in effect. Under no circumstances shall Sinuosity, LLC have liability to City of Montpelier beyond the limits of its policy of insurance. Moreover, City of Montpelier agrees to indemnify and does save and hold harmless Sinuosity, LLC and its respective directors, officers, agents and employees, against any and all liabilities, claims, damages, loss, costs, and other expenses whatsoever that it may suffer (including attorney's fees) as a result of claims, costs, demands, costs of judgments against it, which arise out of or are related to the Services and Work performed by it under the terms of this Agreement.

Exclusions

- Purchase and delivery of imported soil
- Signage installation services
- Engineered civil construction drawings

Compensation

Sinuosity, LLC proposes to provide all design, layout, and construction services listed above on a time and materials basis. Please see the attached project estimate for additional cost information.

Thank you for your consideration of this proposal.

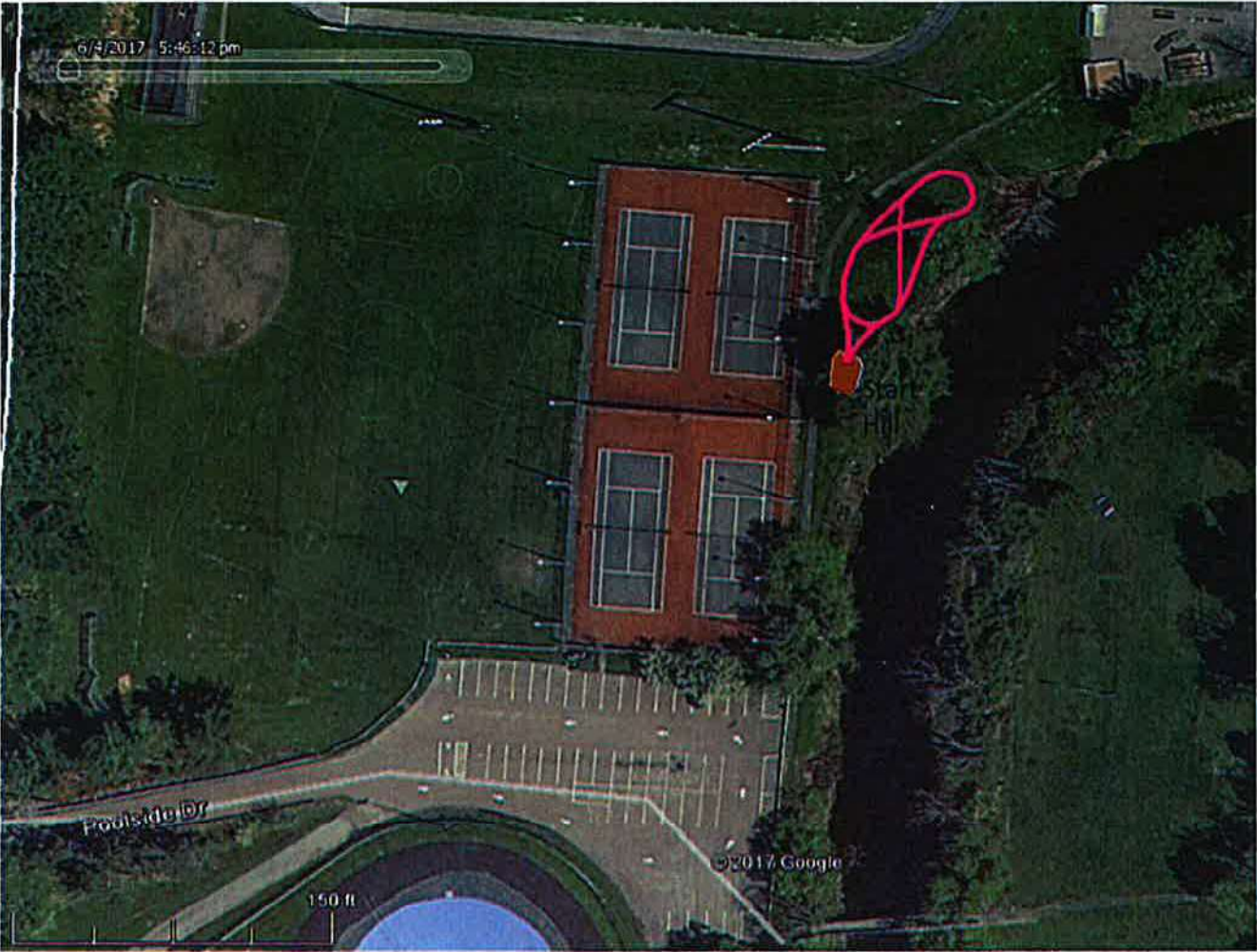
Sincerely,



Brooke Scatchard, Owner

Sinuosity, LLC

Conceptual City of Montpelier Pump Track Layout



Pump Tracks are small, confined loop trails consisting of banked corners and rollers that are spaced and shaped to enable riders to generate speed by “pumping”. The goal is to ride around the track without pedaling. Pump tracks develop cornering and bike handling skills that translate directly into trail riding confidence.



Ascutney Pump Track (30' x 60') – Built by Sinuosity in June 2013



Brooke Scatchard
94 White Birch Rd
Morrisville, VT 05661

Phone: 802-233-0254
Email: brooke@sinuosity.net
Web: www.sinuosity.net

Montpelier Pump Track Estimate

11/8/2017

Pump Track 120'x40'

Expense	Amount	Rate	Cost
Design	6 hours	\$60	\$360
Layout	3 hours	\$60	\$180
Equipment Labor	32 hours	\$60	\$1,920
Hand Tool Labor	16 hours	\$60	\$960
Equipment	32 hours	\$35	\$1,120
Culverts			\$300
Mobilization			\$250
Total			\$5,090

This estimate is relevant to the 2018 Construction Season.



America's Small Town Capital

Mayor John Hollar

City Council Members:

Dona Bate
Ashley Hill
Rosie Krueger
Jean Olson
Justin Turcotte
Anne Watson

William Fraser,
City Manager

Sue Allen,
Assistant City Manager

MEMORANDUM

To: Mayor Hollar and City Council Members
From: William Fraser, City Manager
Re: City Manager's Contract Provisions
Date: February 21, 2018

In advance of our review discussion tomorrow at 4:00 PM and the subsequent February 28th Council meeting at which I will not be in attendance, I am providing a copy of my current employment contract. I have highlighted those areas which either must be attended to per the agreement or for which I am requesting a change in the agreement. For areas where I am requesting change, I have inserted the proposed language. It is unusual not to have direct negotiations but we find ourselves in this situation having not conducted review and contract discussions on the 14th. Explanations of the highlighted areas follow.

Article 2, Section A: "The Council and Employee shall determine on or before March 1, 2018 whether this agreement will be renewed, extended or terminated beyond March 1, 2019." It is my intent and desire to extend the contract beyond March 1, 2019.

Article 6, Section B: "On or before March 1 of each year, Employer agrees to consider adjustments to Employee's salary based on Employee's performance as evaluated through the terms defined in Section 7 of this agreement."

I have not received a pay adjustment for three years. Given that the aggregate scoring of my review (minus one response) is a 4 "above average - generally exceeds the performance standard" it seems logical that a pay adjustment is warranted. I ask the Council to consider, at the least, the same 2.0% cost of living increase that is going to all other employees.

I have attached a spreadsheet showing total employment packages of current Vermont Municipal Managers. You will note that I am one of only two Managers in Vermont (Essex is the other) with the combination of 90 or more employees, 30 years or more total experience and 20 years or more experience in the same community. I am one of only three in the state who have attained and maintained ICMA credentialed manager status. Given my level of responsibility, experience and credentials my total compensation package is appropriately placed within Vermont municipal government.

Article 7, Section A: “The Council shall formally review and evaluate the performance of Employee at least once annually in February of each year and more frequently if desired.”

This provision is being met through this current process even though, so far, not all Council Members have provided written feedback and all Council Members will not be present for the review discussion.

Article 12, Section A: “Employer shall pay all of the employee’s share” (concerning VMERS-C pension plan, the employer share is currently 10% of salary).

Article 12, Section B: “Employer will contribute an amount equal to Nine Percent (9%) of Employee’s salary to this plan.” (concerning ICMA 401 deferred compensation plan)

The above two contribution benefits are unique to me among city employees and were negotiated over the years. I recommend that this 19% of contribution be added to salary and that I make the contributions myself. The city is already making these payments so there is no additional cost and there will be no additional take home pay for me since I will now have these deducted from my check.

I request this change so that my pay is fully transparent to the public and neither the council nor I can be accused of hiding compensation through retirement benefits. I have also sought over the years to make my benefit package consistent with all other employees. This is seen in changes made over the years to sections 5, 10, 11 and 19. Finally, this change has long term benefit for me as a higher base salary will have a positive effect on my final pension pay out. It also has cost risk for me as I will now absorb any future increases in the VMERS employee share.

Thank you for taking the time to complete the evaluation paperwork, participating in the review conversation and considering my modest and straightforward requests.



CITY COUNCIL Agenda Item #18-079

Date: February 28, 2018

Consent ___ Discussion X **Time Sensitive ___**
(outlined below)

SUBJECT: City Manager's Contract

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Discussion among City Council (Possible that the entire substance of this discussion will be conducted in Executive Session in accordance with Title I, VSA §313, Executive Sessions, (1)(A) *contracts*).

RELATED COUNCIL GOAL/PRIOR ACTION: A: Affordability; B: Good Governance

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: City Manager's Employment Agreement:

Article 2, Section A: The Council and Employee shall determine on or before March 1, 2018 whether this agreement will be renewed, extended or terminated beyond March 1, 2019.

Article 6, Section B: On or before March 1 of each year, Employer agrees to consider adjustments to Employee's salary based on Employee's performance as evaluated through the terms defined in Section 7 of this agreement.

BACKGROUND INFORMATION: N/A

SUPPORTING DOCUMENTS: City Manager's 2017-2019 contract

INTERESTED PARTIES: City Council, City Manager

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over a horizontal line.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into on the 2nd day of March 2017, by and between the City of Montpelier, State of Vermont, a municipal corporation, hereinafter called "Employer", as party of the first part, and William Fraser, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, Employer desires to continue to employ the services of Employee as City Manager of the City of Montpelier, as provided by Title X of the Charter of the City of Montpelier; and

WHEREAS, pursuant to Section 1002 of the City Charter, the Governing Board, hereinafter called "Council," desires to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Council to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (4) to provide a just means for terminating Employee's services at such time as he may be unable fully to discharge his duties due to age or disability or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept continued employment as City Manager of said City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. DUTIES.

Employer hereby agrees to employ William Fraser as City Manager of the City of Montpelier, Vermont, to perform the functions and duties specified in Subchapter 10 of the City Charter and by said Title 24A, V.S.A., Chapter 5, and to perform other legally permissible and proper duties and functions as may be reasonable and necessary or as the Council shall from time to time assign.

Section 2. TERM AND RENEWAL.

A. This agreement runs from March 13, 2017 through March 1, 2019. The Council and Employee shall determine on or before March 1, 2018 whether this agreement will be renewed, extended, or terminated beyond March 1, 2019. This agreement is a successor to a prior contract between the parties running from March 13, 2016 through March 12, 2017.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4, paragraph C, of this Agreement.

D. Employee agrees to remain in the exclusive employ of Employer until termination of this Agreement, and neither to accept other employment nor to become employed by any other employer until said termination date.

The term "employed" shall not be construed to include occasional teaching, writing, performance or military reserve service performed on Employee's time off.

Section 3. SUSPENSION.

Employer may suspend the Employee with no reduction in pay and benefits at any time during the term of this Agreement, during the pendency of any investigation into allegations of malfeasance, misconduct or impropriety. Employer may only suspend Employee after a public vote and publicly adopted statement of reasons.

Section 4. TERMINATION AND SEVERANCE PAY.

A. In the event Employee is terminated by the Council, during such time that Employee is willing and able to perform his duties under this Agreement, Employer agrees to pay Employee a lump sum cash payment equal to five (5) months (defined as 22 weeks) plus one

additional week per year of completed employment up to a maximum total of 52 weeks aggregate salary. To receive any payment of severance benefits under this Agreement, Employee shall execute a General Release in favor of Employer.

During the term of this agreement, severance pay will be as follows:

Effective March 13, 2017	5 months plus 21 weeks
Effective March 1, 2018	5 months plus 22 weeks

In the event, however, that Employee is removed from office for reasons of malfeasance, misconduct or impropriety in accordance with the procedures set forth in Section 1004 of the City Charter and following compliance with Section 3 above, if appropriate, then Employer shall have no obligation to pay the severance designated in this paragraph A.

B. Employee may, at his option, be considered terminated and receive severance pay as per section 4.A in the event that:

(a) Employer, at any time during the term of this Agreement, reduces the Employee's salary or other financial benefits in a greater percentage than an applicable across-the-board reduction for unclassified Employees of the City of Montpelier, or;

(b) Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or;

(c) The Employee resigns at the Council's request.

(d) Employer fails to renew the Contract upon expiration.

C. In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer three months notice, unless the parties otherwise agree.

Section 5. DISABILITY.

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, or for twenty working days of a thirty working day period, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4, paragraph A. However, Employee shall be compensated for any accrued sick leave, vacation, holidays, compensatory time and other accrued benefits and shall be eligible for any and all disability insurance benefits

provided to other city employees. Under this section, Employer may, in lieu of termination, place Employee in unpaid leave of absence status for the period of time necessary to allow Employee to meet the elimination period required to qualify for benefits under the City's long term disability insurance plan.

Section 6. SALARY.

A. Employer agrees to pay Employee an annual base salary of \$106,550 payable in installments at the same time as other employees of the Employer are paid. Employee may designate a portion of that base salary as deferred compensation and shall designate a portion under Section 12B below.

B. On or before March 1 of each year, Employer agrees to consider adjustments to Employee's salary based on Employee's performance as evaluated through the terms defined in Section 7 of this agreement. In the event that adjustments are made, this agreement will be amended to reflect such changes.

Section 7. PERFORMANCE EVALUATION.

A. The Council shall formally review and evaluate the performance of Employee at least once annually in February of each year and more frequently if desired. This review and evaluation shall be in accordance with reasonable, professional, and transparent criteria, developed jointly by Employer and Employee. These criteria may, from time to time, be amended by the Council in consultation with the Employee. Further, the Mayor shall provide Employee with a summary written statement of the findings of the Council and provide an adequate opportunity for Employee to discuss his evaluation with the Council.

B. Annually, the Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and attainment of the Council's policy objectives. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 8. HOURS OF WORK.

It is recognized that Employee must devote a great deal of time outside of normal office hours to business of the Employer. Employee shall accrue vacation at a rate consistent with the city's Personnel Plan limits, and will be allowed to take compensatory time off as time permits during said normal office hours. Accumulated compensatory and vacation time shall not exceed limits established in the city's Personnel Plan. It is recognized that vacation may be accrued and

taken together in a block, limited to four weeks.

Section 9. OUTSIDE ACTIVITIES.

Employee shall not spend more than 10 non-business hours per week in teaching, counseling or other non-Employer connected business without the prior approval of the Council. Employee may serve as an ICMA regional Vice President, member of ICMA committees and/or VLCT board member or officer.

Section 10. AUTOMOBILE.

The Employee will provide his own business and personal transportation. The Employer and Employee agree that the employee will be eligible for mileage reimbursement at the established IRS rate for professional use of his personal vehicle.

Section 11. HEALTH AND LIFE INSURANCE.

Employer agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness, major medical and dependent's group insurance (as well as any other insurance or benefits which are now or in the future offered to unclassified employees of the Employer covering Employee) and his dependents equal to that which is provided all other employees of the Employer under the Personnel Plan. In the event that the Employee is terminated under the provisions of Section 4, the Employer shall also continue full medical insurance benefits to the Employee for the duration of the severance period defined in Section 4.

Section 12. PENSION & DEFERRED COMPENSATION

A. Employee will be a member of the Vermont Municipal Employees Retirement System Plan C (VMERS-C). Employer shall make contributions to the plan as specified by VMERS. Employer shall pay all of the Employee's share. Employee entered the VMERS plan with 7.75 years of credited service.

B. Employer agrees to maintain an ICMA 401 (a) deferred compensation plan upon request of Employee. Employer will contribute an amount equal to Nine Percent (9%) of Employee's salary to this plan.

Section 13. DUES AND SUBSCRIPTIONS.

Employer intends to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and participation in approved associations and organizations necessary and

desirable for his continued professional participation, growth and advancement, and for the good of the Employer, subject to financial constraints.

Section 14. PROFESSIONAL DEVELOPMENT.

A. Employer intends to budget for and to pay the dues, registration, travel and subsistence expenses of Employee, subject to financial constraints, for professional and office travel, meetings and occasions for professional development and to pursue necessary official and other functions for Employer. Professional development expenses include, but are not limited to, membership in and attendance at conferences of the International City/County Management Association (ICMA), the Vermont League of Cities and Towns (VLCT), the Vermont Town and City Management Association (VTCMA), the National League of Cities (NLC) and such other related national, regional, state and local governmental groups and committees of which the City or Employee are members.

B. Employer also intends to budget and to pay for registration, travel and subsistence expenses for Employee for short courses, institutes and seminars for his professional development and to benefit the Employer, subject to financial constraints.

Section 15. GENERAL EXPENSES.

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee and hereby agrees to reimburse or to pay these general expenses up to the budgeted amount. Employee will purchase, maintain a smart phone and iPad and personally assume all monthly fees associated with these devices.

Section 16. CIVIC CLUB MEMBERSHIP.

Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of such civil civic clubs or organizations. Employer shall pay these expenses subject to financial constraints. Employee shall report to the Employer on each membership that he has taken out at Employer's expense.

Section 17. INDEMNIFICATION.

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's

duties and determined to be within the scope of Employee's employment as City Manager. Employer shall have the authority to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 18. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 19. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. The Employer, in consultation with the Employee, may establish such other terms and conditions of employment relating to the performance of Employee, provided such terms and conditions are consistent with or not in conflict with the provisions of this Agreement, the City Charter and the law.

B. In addition to terms provided for specifically in this agreement, the terms of Employer's Personnel Plan relating to sick leave, holidays and other fringe benefits and working conditions shall apply to Employee as they would to other unclassified employees of Employer.

Section 20. NO REDUCTION OF BENEFITS.

Employer shall not, at any time during the term of this Agreement, reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for unclassified employees of the Employer.

Section 21. NOTICES.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, and addressed with return receipt requested to guarantee receipt.

Alternately, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of the return receipt's signature upon delivery.

Section 22. GENERAL PROVISIONS.

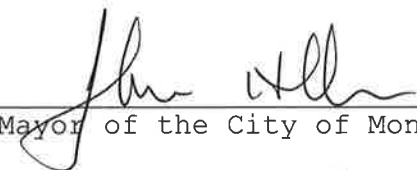
A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement is effective commencing March 13, 2017 through March 1, 2019.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Montpelier has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.



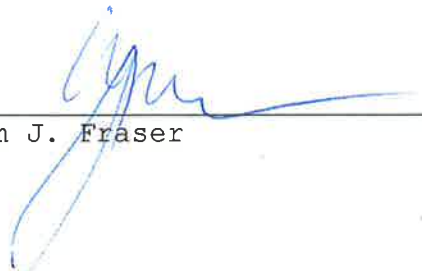
Mayor of the City of Montpelier

ATTEST:



City Clerk

3/14/2017
Date



William J. Fraser