



**CITY OF
MONTPELIER
MONTPELIER,
VERMONT**

Agenda for City
Council Meeting
Wednesday, August
23, 2017
06:00 P.M.

- 1) Call to Order by the Mayor
- 2) 17-248. Review and Approve Agenda
- 3) 17-249. General Business and Appearances
- 4) 17-250. Consideration of the Consent Agenda:
 - a) Consideration of the Minutes:
 - i. July 26, 2017 Regular Council Meeting
 - ii. August 10, 2017 Special Council Meeting
 - b) Appointments to the Energy Advisory Committee
 - c) Appointments to the Montpelier Community Fund Board
 - d) Loan agreements with the Vermont State Revolving Loan Fund for Northfield Street reconstruction
 - e) Gender Neutral Bathroom Policy
 - f) City Council/City Manager Evaluation Process

- g) Langdon Street Closure Permit Application “ HONK Festival
 - h) State Street Closure Permit Application “ Farmers Market
 - i) Approve purchase of an electric vehicle charging station to be installed at the North Branch Nature Center
- 5) 17-251. Econo Lodge Mitigation Plan
 - 6) 17-252. Montpelier ArtSynergy: Public Arts Master Plan Update
 - 7) 17-253. Dog Ordinance, 1st reading
 - 10) 17-255. Zoning
 - 11) 17-256. Housing Goal
 - 8) 17-254. Caledonia Spirits Tax Stabilization, 1st public hearing
 - 9) 17-254(a). 7:00 “ 9:00 P.M “
 - 12) 17-257. Other Business
 - 13) 17-258. Council Reports
 - 14) 17-259. Mayor’s Report
 - 15) 17-260. City Clerk’s Report
 - 16) 17-261. City Manager’s Report
 - 17) 17-262. Police Department Security Briefing
 - a. Recommended for Executive Session under Â§313(a)(10) “municipal or school security or emergency response measures, the disclosure of which could jeopardize public safety”.

18) Adjournment

Special Council Meeting
Aug 10 2017, 12:00PM
City Managers Conference Room

In attendance: Mayor John Hollar, Councilors Dona Bate, Jean Olson, Anne Watson (arrived at 12:09), Ashley Hill (arrived at 12:16 via phone) and Rosie Krueger (via phone). Also present: City Manager William Fraser, Assistant City Manager Sue Allen, and Tom McArdle and Kurt Motyka of the Public Works Department.

The Mayor called the meeting to order at 12:07.

Councilor Olson moved approval of the proposed agenda and was seconded by Councilor Bate. The motion carried unanimously (4-0).

After a brief explanation from Mr. McArdle of the energy committee audit proposal, Councilor Watson moved approval of the proposed consent agenda and was seconded by Councilor Bate. Motion carried unanimously at 12:10. (5-0).

Mr. McArdle introduced the discussion of organics receiving proposal, and introduced Larry Doyle of Energy Systems Group. Mr. Motyka also spoke. Discussion followed.

Councilor Bate moved the Council approve a Project Development Agreement (PDA) with Energy Systems Group for the development of improved organics receiving at the Montpelier WRRF and designate the City Manager as duly authorized agent to execute the agreement. Councilor Watson seconded. Further discussion followed. The motion carried unanimously at 12:39 (6-0).

The Mayor declared the meeting adjourned by unanimous consent...

Minutes of the Montpelier City Council Meeting
July 26, 2017, 6:00 PM
City Council Chambers, City Hall

In attendance: Mayor John Hollar (Chair), Councilors Anne Watson (via telephone), Ashley Hill, Justin Turcotte, Dona Bate, Jean Olson, and Rosie Krueger. City Clerk John Odum acted as secretary of the meeting.

At 6pm, the Mayor called the meeting to order.

17-231. The proposed agenda was approved by unanimous consent.

17-232. Councilor Bate moved the Council approve the consent agenda. Councilor Turcotte seconded. After a brief discussion, motion carries unanimously at 6:02.

6:02 The Mayor opened the public hearing on the COPS property at 101 Northfield Street (old Brown Derby restaurant building, on the Econo Lodge property) which has been identified as a public nuisance building under the city ordinance. The Mayor swore in City Manager William Fraser, Fire Chief/Health Officer Robert Gowans, and Building Inspector Chris Lumbra as witnesses. Each testified as to their findings, with Mr. Lumbra offering his associated photos (exhibit 1) and reports (exhibits 2 and 3). Discussion and questions for the witnesses followed. There were no witnesses or representatives from COPS (Econo Lodge) present or participating. Mr. Fraser submitted a document detailing his findings.

Councilor Turcotte moved the Council find the real property located at 101 Northfield Street to be in violation of the City Public Nuisance ordinance. The Mayor ruled the motion out of order.

Councilor Turcotte moved the Council enter executive session (and include Assistant City Manager Sue Allen) for discussion. Councilor Bate seconded. Motion carried unanimously at 6:34.

Councilor Bate moved the Council return to open session, and was seconded by Councilor Turcotte. Motion carried unanimously.

Councilor Turcotte moved the Council find that the real property located at 101 Northfield Street is in violation of Montpelier's nuisance ordinance as detailed in the report, and that the Council adopt the finding of the proposal as recommended by city staff. Councilor Hill seconded. After a brief discussion, the motion carried unanimously at 6:31. The Mayor then closed the public hearing.

17-235. The Mayor opened the discussion of a potential Tax Increment Financing (TIF) district. Fred Kenney of the Vermont Economic Progress Council shared a power point presentation. Questions and discussion from the Council followed. Consultants from White and Burke (real estate advisors Gail Henderson King and Stephanie Whitney) also participated.

Councilor Bate moved the Council direct the staff to proceed with a TIF application, approve the White & Burke proposal and authorize the City Manager – with review by the city attorney – to sign a contract consistent with the proposal. Councilor Turcotte seconded. Without objection, the motion was amended at Councilor Hill's request to append "and to review what it yields as a return. The motion as amended was approved unanimously.

The Mayor called a recess at 7:26. The meeting reconvened at 7:32.

The Mayor introduced the master plan/zoning discussion. Public comments were requested to be held to 2 minutes. The Clerk kept time. Testimony was offered by Alan Goldman.

Councilor B moved the Council instruct staff and the Planning Commission to begin work to readopt the 2010 master plan and for the council to continue work on the zoning ordinance. Councilor Hill seconded. Discussion followed, including further comments from Mr. Goldman, as well as Mike Reed. Motion carried on a 4-2 vote (Councilors Bate, Hill Krueger and Watson voting aye, Councilors Olson and Turcotte voting nay).

- 17-237 The Council received an "organics to energy" presentation from Kurt Motyka, Chris Cox, Tom McArdle, Lawrence Roth (Energy Systems Group Senior VP) and Larry Doyle. A power point presentation was offered. Geoff Fitzgerald and Kate Stevenson (of the Energy Committee participated in the discussion, as well as Finance Director Todd Provencher. Discussion followed.

Councilor Bate moved the Council declare its intention is to approve a Project Development Agreement (PDA) with Energy Systems Group for the development of improved organics receiving at the Montpelier WRRF and designation of the City Manager as duly authorized agent to further negotiate and refine the contract and to come back for council review and approval with the goal of March 2018 town meeting. Motion died for lack of a second.

Councilor Hill moved the Council would consider adopting the agreement between Energy Systems Group and delegate responsibility to the city manager to negotiate the final terms of the agreement, and that that agreement be brought back to the Council for consideration and approval. Councilor Turcotte seconded. The motion carried unanimously at 9:40.

- 17-238. The Mayor opened the second reading on the proposed ordinance change (revisions/additions to DPW fees) at 9:41. Hearing no testimony from the public, Councilor Turcotte moved to pass second reading and approve the ordinance as presented. Councilor Bate seconded. The motion carried unanimously at 9:42.

Councilor Bate moved the Council approve the proposed DPW fee resolution. Councilor Krueger seconded. The motion carried at 9:42. The Mayor closed the public hearing.

- 17-239. Councilor Turcotte moved the Council accept the city goals as posted on the agenda. Councilor Hill seconded. Councilor Watson left the meeting at 9:46. The motion carried

unanimously (5-0).

17-241 Councilor Krueger gave a gender neutral restroom work update. Councilor Bate noted the innovative project work underway in Burlington.

17-242. The Clerk updated the Council on his museum project.

17-244. City Manager Fraser noted the coming press conference on housing and lauded the Council for its goals work.

At 9:51, the Mayor declared the meeting adjourned by unanimous consent.



CITY COUNCIL Agenda Item #17-250(b)

Date: August 23, 2017

Consent X Discussion Time Sensitive

SUBJECT: Appointments to Montpelier's Energy Advisory Committee

SUBMITTING DEPARTMENT: City Manager's office

RECOMMENDED ACTION: Appointments to fill three, 2-year terms on the Committee

RELATED COUNCIL GOAL/PRIOR ACTION: H – Environment

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: No legal requirements; Council makes appointments to fill vacancies on City Boards and Commissions

BACKGROUND INFORMATION: Staff advertised and received responses from the following:

Christopher Damiani, Loomis Street

Amy Gamble, Spring Street

Timothy Terway, St. Paul Street

SUPPORTING DOCUMENTS: Letters of interest from applicants

INTERESTED PARTIES: Applicants; Planning Department; MEAC Members

CITY MANAGER'S APPROVAL:

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

From: amy gamble
To: [Jamie Granfield](#)
Subject: Application for Montpelier Energy Advisory Committee
Date: Wednesday, July 26, 2017 11:09:07 AM

Dear Council Members,

Please consider me for one of the three vacancies on the Montpelier Energy Advisory Committee. As a member of the public, I have been attending MEAC meetings regularly since November 2016, and have also participated in meetings of the residential working group. Unlike many current members of the Committee I do not have a professional background in energy matters, but I do have a strong personal interest and commitment – over the past 10 years, I have participated in an energy audit of my home, done weatherization, upgraded my furnace and hot water heater to highly efficient systems, installed solar panels, added air source heat pumps, and last week, purchased an electric vehicle. I have worked for the Vermont Agency of Transportation for the past 25 years, currently as the Traffic Operations Engineer, and may be able to apply my professional expertise to issues before the Committee in this area as well. I am a Montpelier high school graduate and returned to Montpelier in 2001 with my family, making our home in the Meadow.

I am very interested in being part of the progress that Montpelier is making toward becoming a Net Zero community.

Thank you for your consideration,

Amy Gamble
15 Spring Street, Apt 1
Montpelier
(802) 223-3134

Timothy M. Terway, Ph.D.
33 St. Paul St., Apt. 3
Montpelier, VT 05602
(570) 617-0521
timothyterway@gmail.com

July 19, 2017

Office of the City Manager
39 Main Street
Montpelier, VT 05602

To Whom It May Concern:

I am writing to state my interest in joining the Montpelier Energy Advisory Committee. I have attended the two most recent meetings held on June 20, 2017 and July 18, 2017 and have become aware of committee vacancies. I believe my interest in the work of MEAC and related professional experience will aid the committee in advising the Montpelier city council and the public at large in the address of energy-related issues.

As a new Montpelier resident who moved here in June 2017, I bring with me more than a decade of experience working on energy and sustainability concerns with municipalities elsewhere as a planner, landscape architect, educator, and social scientist. The topics covered by MEAC in the meetings I have attended span policy, design, planning, municipal improvements, transportation, and housing, and these are directly related with my professional and scholarly work on municipal climate change adaptation. For example, I have designed non-vehicular transportation infrastructure improvements as a consultant in New York and Boston, written comprehensive sustainability plans for cities such as Canton, Ohio that include technical and regulatory energy saving measures, and developed material reuse and district heating efforts as part of plans for a 2.5-long section of industrial waterfront in Brooklyn, NY.

I am excited by the opportunity to bring these skills to bear in aiding Montpelier reach its net-zero goals through the work of MEAC, and I would welcome the chance to join the committee. References, credentials, and detailed work experience are available upon request, and I can be reached at (570) 617-0521 or by email at timothyterway@gmail.com. Thank you for your consideration, and I look forward to hearing from you soon.

Sincerely,



Timothy M. Terway

Christopher Damiani
14 Loomis St.
Montpelier, VT 05602

Office of the City Manager
39 Main Street
Montpelier, VT 05602

RE: Montpelier Energy Advisory Committee Openings

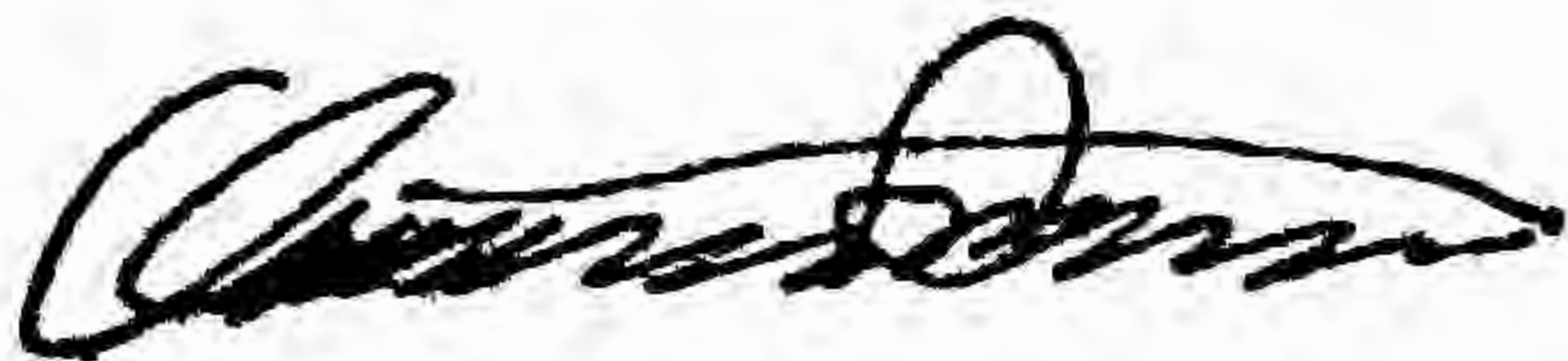
Dear Montpelier City Council Members,

I am interested in joining the Montpelier Energy Advisory Committee and ask that you consider me for one of the three open positions. I recently moved to Montpelier from the Upper Valley area. I graduated from the University of Vermont in May of 2015 and will be pursuing a Masters degree in Urban and Regional Planning this Fall. I believe that it is important to serve the community and see this as the perfect opportunity.

I am currently a planner for the Two Rivers- Ottauquechee Regional Commission in Woodstock, VT. Some of the projects that I work on are the RPC's Regional Energy Implementation Plan, town enhanced energy plans, technical assistance for the regions public transit agency, as well as economic development work around the Creative Economy. Through my work experience I believe I will be able to assist the committee on energy planning efforts. In addition, this opportunity will also allow me to be a part of implementing the various plans through direct outreach and education.

I would be excited to be appointed to a seat on the Montpelier Energy Advisory Committee and look forward to working with the committee members to serve the Montpelier community.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Damiani', with a stylized, flowing script.

Christopher Damiani



CITY COUNCIL Agenda Item #17-250(c)

Date: August 23, 2017

Consent X Discussion

SUBJECT: Appointments to the Montpelier Community Fund Board

SUBMITTING DEPARTMENT: City Manager's Office

RECOMMENDED ACTION: Appointments to fill two, 3-year terms on the Board

RELATED COUNCIL GOAL/PRIOR ACTION: F- Quality of Life: Provide Financial and Logistic Support for downtown

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: No legal requirements; Council makes appointments to fill vacancies on City Boards and Commissions

BACKGROUND INFORMATION: Staff advertised and received responses from the following:

Amy Cunningham, Elm Street
Ron Wild, St. Paul Street

SUPPORTING DOCUMENTS: Letters of interest from applicants

INTERESTED PARTIES: Applicant; Community Fund Board; Finance Department Staff

CITY MANAGER'S APPROVAL:

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

August 2, 2017

William Fraser
City Manger
Montpelier, VT

Dear Bill,

I'm writing to request reappointment to Montpelier's Community Fund Board.

It's been my pleasure and privilege to serve one three-year term on the Board. In that time we have updated and simplified the grant application process. We have also improved communication between the Board and applicants, however there remains room for improvement in this area.

As a long-term resident and career non-profit administrator I have useful insights into the vitality and unique nature of Montpelier's community-based organizations. In that regard, I appreciate and support the Council's desire to maintain an open and fair process for distributing the city's designated tax dollars. Thank you for allowing me to be part of that process.

My resume summary is attached. Please let me know if you require any additional information.

Regards,



Ron Wild

Recent professional experience

2014-	Committee Staff, VT Legislative Council
2010-2013	Program assistant; Everybody Wins! Vermont
2009-2010	Volunteer coordinator; The Nature Conservancy (AmeriCorps), Montpelier, VT
2007- 2009	Sales & service, Sun & Ski Sports, Austin, TX
2004-2006	Coordinator; Aging Services Council, Austin, TX
1996-2003	Marketing & public relations manager; Wheels Transportation, Montpelier, VT
1995–1999	Grants administrator; Vermont State Employees Association's Child & Elder Care Committee, Montpelier, VT
1993-1996	Director; Vermont Alliance for Arts Education, Montpelier, VT
1986-1995	Director; Kids'fest, Montpelier, VT
1987-1991	Manager; Barre Opera House, Barre, VT

Other activities of note

2013 -	Justice of the Peace, and member Board of Civil Authority; Montpelier, VT
2007	Site manager; VITA Tax Assistance Program, Austin, TX
2006	Elections trainer; Travis County, TX
2004	Volunteer voter registrar; Travis County, TX
1998-2002	Justice of the Peace; Montpelier, VT
1996-2000	Coordinator; Montpelier community bike program and representative to Central Vermont bike path committee
1993-1994	Co-founder and director; Montpelier First Night New Year's Eve celebration.
1991-1994	Field representative; Arts in Education, Vermont Arts Council, Montpelier, VT
1991	Producer; Vermont bicentennial celebration, Montpelier, VT
1989-1995	Co-chair; family and young audience programming, Green Mountain Consortium for the performing Arts, VT
1988	Instructor; "Job Scholar", a course on work issues and experience, Goddard College
1985	Director; international volunteer program providing recreational services to Ethiopian

Resume summary Ron Wild

(512) 342-1824
ronhwm@gmail.com

Education

Goddard College

MA, Community Organization

Master's Thesis - *Volunteers in Action: A Case Study for Private Initiative in Public Issues*

Georgia State University

BA, Anthropology

Minors in Education & Philosophy

Professional training & certification

Transit Ambassador

Graduate of customer service training program

University of Massachusetts, Amherst

Graduate of Institute for Arts Management

Vermont

Community Emergency Response Team

League of American Bicyclists

Certified cycling instructor

Computer skills

Microsoft Word, Publisher, Excel and Adobe Photoshop. Experience with Microsoft Access, Power Point, Adobe In-Design and Illustrator

Awards & citations

Governor's Commission on Volunteers
Vermont Arts Council
Vermont Alliance for Arts Education

AMY CUNNINGHAM

385 Elm Street, Montpelier, VT 05602 | 802•279•5374 |
amycunningham313@gmail.com

August 9, 2017

Dear Montpelier City Councilors:

I am pleased to apply to be a member of the City's Community Fund Board. I have been a resident of Montpelier since 2004 and believe that I have a variety of experiences and skills that you may find useful on your board. I have 16 years experience as a nonprofit leader in cultural and educational organizations in Vermont, which has, naturally, included a significant amount of time in grant seeking, proposal writing, and grant management. In addition, I've have had the pleasure of serving on several Vermont non-profit boards, including my current roles as chair of Mobius, Vermont's Mentoring Partnership, and as a vice-president of the Kellogg-Hubbard Library. And finally, in my current work at the Vermont Humanities Council, I administer our small grants programs, a responsibility I have found to be extremely rewarding. In addition to providing guidance to applicants, staffing the committee, I have had the opportunity to streamline our grant process and creating clear criteria for grant evaluation.

I'd be delighted to participate in this important work for our community. Thanks for your consideration.

Sincerely,



Amy Cunningham

AMY CUNNINGHAM

385 Elm Street, Montpelier, VT 05602 | 802•279•5374 | amycunningham313@gmail.com

Relevant Experience

Vermont Humanities Council

Director of Community Programs / February 2014 - Current

- Manages six existing VHC Community Programs: Vermont Reads, Literature and Medicine: Humanities at the Heart of Health Care, Reading and Discussion, Annual Fall Conference, Speakers Bureau, and the grants program. Implemented improvements to these programs to increase both impact and efficiencies.
- Led the development and implementation of three new programs for the Council: Reading Frederick Douglass, Ideas on Tap, and Veterans Book Groups.
- Develop new and cultivate continuing relationships with the primary stakeholders in these programs including public libraries, schools, hospitals, veterans groups, and other nonprofits statewide.
- Plays a leadership role in coordinating VHC strategic planning and program evaluation efforts.

Everybody Wins! Vermont

Executive Director / May 2007 - September 2013

- Transformed a small and struggling non-profit to a well-established organization with an engaged governing board, a more diverse funding stream, and nearly 700 volunteer mentors.
- Managed and supported a staff of 19 employees throughout the state, implementing professional development programs, and paid time-off benefits to increase staff retention.
- Developed and coordinated two signature annual events (the Read-a-thon and the Book Bash) that increased organization awareness and raised over \$55,000 for programs.
- Cultivated and built strong relationships with school administrators; staff from other mentoring programs; foundations and corporate giving officials; and prospective and current donors.
- Developed new partnerships with the United Way of Addison County, the Stern Center for Language and Learning, and complementing mentoring programs to improve and expand our services to Vermont children.
- Lead statewide initiatives to increase impact of mentoring statewide; chaired committees for two state mentoring conferences.

Vermont Historical Society

Director of Education and Public Programming / June 2001 - June 2007

- Led the Education and Public Programming Department, which included 5 staff members, 14 History Helper volunteers, and a budget of \$250,000.
- Served on exhibit team, created interactive areas, and designed programming for the AASLH award-winning exhibition "Freedom and Unity: One Ideal, Many Stories."
- Served as liaison to Vermont's 185 local historical societies, including planning their annual meeting and conducting workshops on exhibition techniques, collections care and other topics.
- Served as state coordinator for Vermont History Day Program.
- Coordinated the strategic planning process

Education

Cooperstown Graduate Program, Cooperstown, New York

M.A. Museum Studies / Summer 2005

Thesis topic: "Effective Membership Programs in Small Museums"

University of North Carolina at Asheville, Asheville, North Carolina

B.A. History, Minor in Environmental Studies / December 1997

Teaching Certification, grades 6-12

Additional Training

Nonprofit Management Certificate

Woodbury College / June 2008

An 80-hour training program focused on the core competencies of non-profit management.

Seminar in Historical Administration

Indianapolis, Indiana / November 2005

A three-week intensive exploring best practices in museum leadership and management.

Community Service

- Kellogg Hubbard Library - Board member, 2012 – present; currently Vice-President
- Mobius - Board member, 2012 – present; currently Chair
- Everybody Wins! Vermont & Girls and Boys First - Mentor, 2001 - present
- Vermont Women's History Project Advisory Committee, 2005 - 2012
- Barre Historical Society - Board member, 2007 - 2010
- American Association of State and Local History - State team captain, 2005 - 2006
- Barre Partnership - Board member, 2004 - 2006

Awards & Honors

- "40 Under 40 Rising Star," Vermont Business Magazine, 2011
- Rory O'Brien Award, Cooperstown Graduate Program, 2000
- Louis C. Jones Fellowship, Cooperstown Graduate Program, 1999 & 2000
- Best Undergraduate Paper Prize by the Association of Historians in North Carolina, 1997
- UNC-Asheville's President's Award for Outstanding Leadership, 1997

Consultancies

- Vermont Parks Forever, project manager for start-up, May 2013 - February 2014
- Henry Sheldon Museum, planning consultant for re-visioning, 2008
- Billings Farm and Museum, planning consultant for National Endowment for the Humanities study, 2005



CITY COUNCIL Agenda Item #17-250(d)

Date: August 23, 2017

Consent X **Discussion**

SUBJECT: Vermont State Revolving Fund loan documents

SUBMITTING DEPARTMENT: Finance & Public Works Department

RECOMMENDED ACTION: Signatures on two loan agreements with the Vermont State Revolving Loan Fund for Northfield Street reconstruction.

RELATED COUNCIL GOAL/PRIOR ACTION:

- A: Keep Montpelier Affordable for residents
- B: Maintain excellent services
- G: Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: Clean Water Revolving Loan Fund, Drinking Water Revolving Fund

LEGAL REQUIREMENTS: Signatures of a majority of council are required to execute the loan agreements.

BACKGROUND INFORMATION: In March of 2017, voters approved the \$3.9m bond for reconstruction of Northfield Street. This loan was approved for funding through the State's Clean Water and Drinking Water Revolving Loan Funds. Both loan funds are underwritten by the Vermont Municipal Bond Bank. VMBB approval occurred on August 9, 2017. The Mayor, Clerk and Treasurer's signatures are required to execute the notes and request reimbursement for expenses incurred to date on the project.

SUPPORTING DOCUMENTS: Loan Agreements RF1-192-3.0 and RF3-349-3.0

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.

LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF1-192-3.0

1. City of Montpelier, the Municipality hereby certifies to the Vermont Municipal Bond Bank ("Bond Bank") that:
 - (a) It has secured all state and federal permits, licenses and approvals necessary to construct and operate the improvements to be financed by the Loan (the "Project") as described in Exhibit A;
 - (b) It has established, or covenants with the Bond Bank to establish, by ordinance, rule or regulation, a rate charge or assessment schedule which will generate annually sufficient revenue to pay:
 - (i) Principal, administrative fees and interest of the Municipal Bond, as the same becomes due; and
 - (ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan and the system of which is a part;
 - (c) It has duly established a fund under Title 24 of the Vermont Statutes Annotated, or by other means permitted by law which, for so long as the Municipal Bond shall remain outstanding, shall be maintained and replenished from time to time, and used solely to repair, replace, improve and enlarge the improvement to be financed by the Loan.
2. The Municipality shall make funds sufficient to pay the principal, administrative fees and interest as the same matures (based upon the Maturity Schedule appended hereto as Exhibit C available to the Bond Bank at least five business days prior to each principal payment date.
3. The Bond Bank and Municipality agree that Loan proceeds will be paid to the Municipality as Project costs are incurred and paid by the Municipality over the course of the Project, but in no event shall payments be made more often than monthly, and only on Municipality's certification, through its authorized representative, that such costs have been paid.
4. The Municipality is obligated to make the principal, administrative fee and interest portion of the Municipal Bond payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.
5. Simultaneously with the delivery of the Municipal Bond and Certificate of Registration (Exhibit C) to the Bond Bank, the Municipality shall furnish to the Bond Bank an opinion of bond counsel satisfactory to the Bond Bank which shall set forth among other things the unqualified approval of said Bond or Bonds then being delivered to the Bond Bank and that said Bond and Bonds will constitute valid and binding obligations of the Municipality.

6. The Municipality shall be obligated to inform in writing to the Bond Bank, or such agent designated by the Bond Bank, at least thirty days prior to each principal payment date of any changes to the name of the official or address to whom invoices for the payment of principal, administrative fees and interest should be sent.

7. The period of performance for this agreement begins upon execution and ends five years after execution.

8. Notwithstanding paragraph 15 hereof, prior to payment of the amount of the Loan, or any portion thereof, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder and after payment of any portion thereof to require a refund of amounts paid if:

(a) Any representation made by the Municipality to the Bond Bank in connection with its application for a loan or additional loans shall be incorrect or incomplete in any material respect; or

(b) The Municipality has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

9. The Municipality shall at all times comply with all applicable federal and state requirements pertaining to the Project, including but not limited to requirements of Federal Clean Water Act, Title 24 of the Vermont Statutes Annotated, and the list of Federal Laws and Authorities included as Exhibit B. The enumeration of the Federal Laws and Authorities in Exhibit B shall not be construed as a waiver by the Municipality of any exemption or exception, jurisdictional or otherwise.

10. If any provisions of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

11. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

12. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement. Any delay in exercising rights or requirements of the Loan Agreement does not constitute a waiver of such rights or requirements.

13. The Municipality agrees to indemnify and hold the Bond Bank, the state, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it

may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by an insurance coverage.

14. The Municipality agrees that the Loan will be adjusted upon final audit to an amount equal to or less than the project costs determined eligible by the Department of Environmental Conservation and recommended to the Bond Bank for loan participation.

15. The Municipality agrees that if actual final eligible costs are less than the amount paid under the Loan Agreement, repayment of the excess funds will be made within sixty days of the request made by the Department of Environmental Conservation.

16. Increases, amendments, or modifications to the project during construction will be processed for record keeping purposes only, except for the addition of major approved Project Elements, Exhibit A. The Loan Agreement will also be amended upon completion of the project based upon final audited eligible costs, and any increases in the Loan will be made contingent upon availability of funds. All Project records will be retained by the Municipality and made available for state inspection upon request for three years after Project completion or until any audit questions have been resolved, whichever is later.

17. The Municipality will obtain flood insurance for any insurable portion of the Project.

18. The Municipality agrees to use the Loan proceeds solely for the Project for which the Loan is made and any approved amendments thereto. The Municipality further agrees to make prompt payment to the contractors and to apply any interest received to the Project. Once payment has been made to contractors, the applicant shall submit a payment request to the Department of Environmental Conservation (DEC). Disbursements from DEC are made on a reimbursement basis. Upon disbursement, DEC will notify the Municipality of the standard terms and conditions applicable based on the exact amount of federal funds disbursed and relevant capitalization grant being drawn down. Please see <http://dec.vermont.gov/facilities-engineering/water-financing/srf/reimbursement-help> for the standard terms and conditions. If the foregoing link is not accessible, contact DEC for assistance.

19. The terms of this Loan Agreement shall be controlling over those of any prior Agreement with respect to this Loan Agreement. However, this Loan Agreement shall not otherwise supersede the terms of any other agreements between the Municipality and the State.

20. The Municipality agrees to furnish to the Bond Bank such financial statements as the Bond Bank may reasonably request, which statements and supporting records shall be prepared and maintained in accordance with generally accepted accounting principles.

21. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Clean Water State Revolving Fund, CFDA number 66.458, under the authority of the Environmental Protection Agency. This is not a research and development award. For any accounting year in which the Municipality expends Loan proceeds and other Federal funds of \$750,000.00 or more from all Federal sources, the Municipality shall have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the

Vermont Department of Environmental Conservation within 9 months of the end of Municipality's accounting period.

22. By acceptance of this Agreement, the Municipality agrees to complete a Subrecipient Annual Report as provided by the Department of Finance. Prior to submitting the Subrecipient Annual Report, the Municipality must review previous fiscal year disbursements from the Facilities Engineering Division to determine the actual amount of federal funds disbursed from the loan proceeds. The Subrecipient Annual Report must then be submitted to the State of Vermont Department of Finance within 45 days after its fiscal year end, informing the State whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Municipality will submit a copy of the audit report to the Vermont Department of Environmental Conservation within 9 months of its fiscal year end. If a single audit is not required, only the Subrecipient Annual Report to the State Department of Finance is required.

23. The Municipality understands that the provisions of the Davis-Bacon Act, which is codified at Subchapter IV of Chapter 31 of Title 40 of the United States Code and U.S. Department of Labor Memorandum No. 208 ("Memorandum 208"), apply to the Project, and the Municipality certifies and agrees that with respect to the Project, it has complied and will continue to comply with the requirements of the Davis-Bacon Act and Memorandum 208.

24. The effective date of the Loan Agreement is the execution date of the General Obligation Bond.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attest:



Secretary

Attest:

Clerk

VERMONT MUNICIPAL BOND BANK

By:



Executive Director

City of Montpelier

By:

Chair of the Governing Body

And by:

Treasurer

List of Loan Exhibits

EXHIBIT A: Project description and conditions

EXHIBIT B: List of Federal Laws and Authorities

EXHIBIT C: General Obligation Bond

EXHIBIT D: Resolution and Certificate

EXHIBIT A

PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

Description:

This construction project includes the replacement of about 4,400 linear feet of 10 and 12 inch sewer with 8-inch sewer. The project also includes full depth street reconstruction and associated stormwater treatment work. The wastewater improvements will be part of a larger single construction contract that includes water main replacement and sidewalk curb replacement. The work will be completed prior to a VTrans resurfacing project on Northfield Street.

Condition:

The Applicant shall, as a condition of the loan, provide the Department with a digitally formatted copy of any plan or surveys developed with funds awarded under the loan, if the Applicant or any subcontractor develops plans or surveys in digital format. By acceptance of the loan, the Applicant agrees to pass through this requirement to any subcontracts awarded and funded by the loan. This condition is included pursuant to Section 56 of Act 233 of 1994. Such digital formats are subject to the Federal Freedom of Information Act and the State Access to Public Records and Document Statute and, unless otherwise restricted, the Department will release copies of such information to the general public upon request. It shall be acceptable to submit read only copies or copies marked archival copies only. The Applicant, by acceptance of this loan agrees not to copyright any plans or surveys developed pursuant to this action. Acceptable electronic formats include pdf and pdf/A.

EXHIBIT B

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

- “American Iron and Steel” requirements of P.L. 113-76 the Consolidated Appropriations Act of 2014
- Archeological and Historic Preservation Act of 1974, PL 93-291
- Clean Air Act, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, 16 U.S.C. 3501, et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended
- Davis-Bacon Act (40 CFR '31.36(i)(5))
- Davis Bacon and Related Acts Wage Rate Requirements (29 CFR 5.5)
- Endangered Species Act 16 U.S.C. 1531, et seq.
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12898, Environmental Justice
- Executive Order 15593, Protection and Enhancement of the Cultural Environment
- Farmland Protection Policy Act, 7 U.S.C. 4210, et seq.
- Fish and Wildlife Coordination Act, PL 85-624, as amended
- Magnuson-Stevens Fishery Conservation and Management Act – Essential Fish Habitat, 16 U.S.C. 1821 M-S Act § 201
- Migratory Bird Act 16 USC Chapter 7, Subchapter II: Migratory Bird Treaty
- National Historic Preservation Act of 1966, PL 89-665, as amended
- Safe Drinking Water Act, essential section 1424(e), PL 92-523, as amended
- Wild and Scenic Rivers Act, PL-942, as amended

EXHIBIT B

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754 as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

SOCIAL LEGISLATION:

- Age Discrimination Act, PL 94-135
- Civil Rights Act of 1964, PL 88-352
- Disadvantaged Business Enterprise, 49 U.S. Code § 47113 - Minority and disadvantaged business participation
- Executive Order 11264, Equal Employment Opportunity
- Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Executive Order 12549 - Debarment and Suspension
- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646

EXHIBIT C

\$1,850,155.00

UNITED STATES OF AMERICA
STATE OF VERMONT
City of Montpelier
GENERAL OBLIGATION BOND

The City of Montpelier (hereinafter called the "Municipality"), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Municipal Bond Bank, or registered assigns, the not-to-exceed sum of \$1,850,155.00 with a preliminary interest at the rate of 0.00% per annum and with a preliminary administrative fee of 2.00%, subject to change based on final disbursed value, beginning on 12/1/2019 as follows:

Loan Terms

Loan Amount: \$1,850,155.00

Loan Term Year: 20

Interest rate: 0.0000%

Administrative Fee: 2.0000%

Repayment Date	Payment Number	Principal Due	Principal Payment	Principal Forgiven	Interest Payment	Administrative Fees	Total Payment
12/1/2019	1	1,850,155.00	75,024.69	18,340.00	0.00	37,003.10	112,027.79
12/1/2020	2	1,756,790.31	76,891.98	0.00	0.00	35,135.81	112,027.79
12/1/2021	3	1,679,898.33	78,429.82	0.00	0.00	33,597.97	112,027.79
12/1/2022	4	1,601,468.51	79,998.42	0.00	0.00	32,029.37	112,027.79
12/1/2023	5	1,521,470.09	81,598.39	0.00	0.00	30,429.40	112,027.79
12/1/2024	6	1,439,871.70	83,230.36	0.00	0.00	28,797.43	112,027.79
12/1/2025	7	1,356,641.34	84,894.96	0.00	0.00	27,132.83	112,027.79
12/1/2026	8	1,271,746.38	86,592.86	0.00	0.00	25,434.93	112,027.79
12/1/2027	9	1,185,153.52	88,324.72	0.00	0.00	23,703.07	112,027.79
12/1/2028	10	1,096,828.80	90,091.21	0.00	0.00	21,936.58	112,027.79
12/1/2029	11	1,006,737.59	91,893.04	0.00	0.00	20,134.75	112,027.79
12/1/2030	12	914,844.55	93,730.90	0.00	0.00	18,296.89	112,027.79
12/1/2031	13	821,113.65	95,605.52	0.00	0.00	16,422.27	112,027.79
12/1/2032	14	725,508.13	97,517.63	0.00	0.00	14,510.16	112,027.79
12/1/2033	15	627,990.50	99,467.98	0.00	0.00	12,559.81	112,027.79
12/1/2034	16	528,522.52	101,457.34	0.00	0.00	10,570.45	112,027.79
12/1/2035	17	427,065.18	103,486.49	0.00	0.00	8,541.30	112,027.79
12/1/2036	18	323,578.69	105,556.22	0.00	0.00	6,471.57	112,027.79
12/1/2037	19	218,022.47	107,667.34	0.00	0.00	4,360.45	112,027.79
12/1/2038	20	110,355.13	110,355.13	0.00	0.00	1,672.66	112,027.79
			1,831,815.00	18,340.00	0.00	408,740.80	

EXHIBIT C

This Bond is payable in lawful money of the United States at People's United Bank in the City of Burlington, State of Vermont. Repayment terms shall comply with 24 V.S.A. Chapter 120, §4755 which prohibits deferral of payment. Final payment of this Bond shall be made upon surrender of this Bond for cancellation.

This Bond is issued by the Municipality for the purpose of financing infrastructure improvements under and by virtue of Title 24, Vermont Statutes Annotated, and vote of the legal voters of the Municipality duly passed on 3/7/2017.

This Bond is transferable only upon presentation to the Treasurer of the Municipality with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Municipality kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Bond have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Municipality are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Municipality has caused this Bond to be signed by its Treasurer, and a majority of its Selectboard and its seal to be affixed hereto.

City of Montpelier

By: _____

Majority of its Governing Body

Date _____

Treasurer

EXHIBIT C

\$1,850,155.00

City of Montpelier

GENERAL OBLIGATION BOND

CERTIFICATE OF REGISTRATION

It is hereby certified that this bond is a fully registered bond, payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This bond may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Municipality at his office and he shall record such transfer in his records and on the bond. The name and address of the original registered owner of this bond is Vermont Municipal Bond Bank, 20 Winooski Falls Way #305, Winooski, VT 05404.

Treasurer

EXHIBIT D

RESOLUTION AND CERTIFICATE
(General Obligation)
(Vermont Clean Water State Revolving Fund)

WHEREAS, at meetings of the municipal legislative body of the City of Montpelier (herein called the "Municipality") at each of which all or a majority of the members were present and voting, which meetings were duly noticed, called and held as appears of record, it was unanimously found and determined that the public interest and necessity required certain public wastewater and stormwater system improvements herein described by reference to Exhibit A, and it was further found and determined that the cost of making such public improvements, after application of available funds from the United States of America and/or the State of Vermont, would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds of the Municipality to pay for its share of the cost of the same should be submitted to the legal voters at meetings thereof, and it was so ordered, all of which action is hereby ratified and confirmed; and

WHEREAS, pursuant to the foregoing action, at a meeting of the Municipality which was warned and held at the place and time appointed therefor, there was submitted a proposition to be voted upon by ballot between the hours stated in the Warning, all as appears by reference; and

WHEREAS, the said Warning was duly recorded, published and posted, and said meeting was duly convened and conducted, all as appears of record, and which proceedings are hereby ratified and confirmed in all respects; and

WHEREAS, immediately upon closing of the polls and after counting of the ballots cast, the results as set forth were declared by the moderator, all as appears of record, and pursuant to which the Municipality is carrying forward the authorized improvements and pursuing the same diligently to completion; and

WHEREAS, the Municipality has applied for financial assistance in making the authorized improvements which application has been approved by the Department of Environmental Conservation and the Vermont Municipal Bond Bank, as evidenced by the Funding Application Approval, the terms and conditions of which are found in Exhibit A; and

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Municipal Bond Bank respecting a Loan from said Bank in the amount of \$1,850,155.00 to be discounted by the amount of \$18,340, repayable with interest at the rate of 0.00% per annum, together with an administrative fee of 2.00%.

AND WHEREAS, the Bond to be given by the Municipality to the Vermont Municipal Bond Bank at the time of receiving the proceeds of said Loan shall be substantially in the form found in Exhibit C;

THEREFORE, be it resolved that the Governing Body proceed forthwith to cause said Bond to be executed and delivered to the Vermont Municipal Bond Bank upon the price and terms stated, and be registered as the law provides; and

EXHIBIT D

BE IT FURTHER RESOLVED, that the Bond when issued and delivered pursuant to law and this Resolution shall be the valid and binding obligation of the said Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of taxable property of said Municipality as established, assessed, apportioned and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, there shall annually be assessed and collected in the manner provided by law each year until the Bond, or any bond or bonds issued to refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay the bond or bonds as the same shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Vermont Municipal Bond Bank is hereby authorized, the presiding officer of the legislative body and Treasurer of the borrower being directed to execute said Loan Agreement on behalf of the Municipality and the legislative branch thereof; and

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in Exhibit A to be delivered in connection with the issuance and sale of the Bond, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in said Loan Agreement are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Governing Body, in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Bond in the face amount of \$1,850,155.00 to the Vermont Municipal Bond Bank, execution and delivery of the Bond, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that People's United Bank in the City of Burlington, Vermont, is hereby designated the Municipality's paying agent with respect to the Bond and the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Bond payable as aforesaid, and reciting that it is issued under and pursuant to the vote herein above mentioned, and we also certify that the Bond is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

And we, the said officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Bond is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

EXHIBIT D

We further certify that no litigation is pending or threatened affecting the validity of the Bond nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Bond, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

ATTEST:

City of Montpelier

Clerk

By: _____

Majority of its Governing Body

And By:

Its Treasurer

Vermont State Revolving
Fund

Customer Distribution
Authorization



Instructions: To authorize recurring distributions from the State Revolving Fund ("SRF") through Payment Requests filed with the Vermont Department of Environmental Conservation for your SRF loan, please complete this form, sign and date it, and return it along with your signed Loan Agreement to the Vermont Municipal Bond Bank ("VMBB").

Account Information

Borrower's Name	
SRF Loan Number	
"On-Request" distributions will be made to borrowers based on Payment Request(s) that have been filed with and approved by the DEC and VMBB.	

Distribution Information

☐ By ACH Transfer To: Name of Receiving Bank	
Receiving Bank Routing Number	
Account Number at Receiving Bank	
Account Type (Checking or Saving)	
Account Name	
OR	
☐ By Check Payable to (Name):	
Address:	

Distribution Agreement & Signature

____ ("Borrower") hereby requests that funds be transferred or checks be issued from the appropriate State Revolving Fund Account in accordance with the instructions provided above. By signing below I, as an authorized representative of the Borrower, have verified the accuracy of the instructions. For any non-People's account, Borrower has provided a copy of a voided check or pre-printed deposit slip. Further, Borrower understands that the People's United Bank ("Bank") is not responsible for the correctness or timeliness of the posting of funds by the receiving financial institution, if other than the Bank. This authorization shall remain in effect until a new form is filed with the Bank, or until it is revoked by Borrower in writing. If Borrower has authorized "on-request" transfers above, the Bank may rely upon Borrower's authorized representative's direction to process a distribution based on the above instructions to my account. Borrower agrees to periodically review its bank account statement and bring any discrepancies to the Bank's attention.

Borrower's Authorized Signature

Print Name

Date

VMBB Distribution Acknowledgement & Signature

Executive Director Signature

Print Name

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____
- ☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

				-											
--	--	--	--	---	--	--	--	--	--	--	--	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. **ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

LOAN AGREEMENT

Vermont State Revolving Fund

Loan RF3-349-3.0

1. City of Montpelier, the Municipality hereby certifies to the Vermont Municipal Bond Bank ("Bond Bank") that:
 - (a) It has secured all state and federal permits, licenses and approvals necessary to construct and operate the improvements to be financed by the Loan (the "Project") as described in Exhibit A;
 - (b) It has established, or covenants with the Bond Bank to establish, by ordinance, rule or regulation, a rate charge or assessment schedule which will generate annually sufficient revenue to pay:
 - (i) Principal, administrative fees and interest of the Municipal Bond, as the same becomes due; and
 - (ii) reasonably anticipated cost of operating and maintaining the improvements to be financed by the Loan and the system of which is a part;
 - (c) It has duly established a fund under Title 24 of the Vermont Statutes Annotated, or by other means permitted by law which, for so long as the Municipal Bond shall remain outstanding, shall be maintained and replenished from time to time, and used solely to repair, replace, improve and enlarge the improvement to be financed by the Loan.
2. The Municipality shall make funds sufficient to pay the principal, administrative fees and interest as the same matures (based upon the Maturity Schedule appended hereto as Exhibit C available to the Bond Bank at least five business days prior to each principal payment date.
3. The Bond Bank and Municipality agree that Loan proceeds will be paid to the Municipality as Project costs are incurred and paid by the Municipality over the course of the Project, but in no event shall payments be made more often than monthly, and only on Municipality's certification, through its authorized representative, that such costs have been paid.
4. The Municipality is obligated to make the principal, administrative fee and interest portion of the Municipal Bond payments scheduled by the Bond Bank on an annual basis. The Municipality may prepay the Loan at its option without penalty.
5. Simultaneously with the delivery of the Municipal Bond and Certificate of Registration (Exhibit C) to the Bond Bank, the Municipality shall furnish to the Bond Bank an opinion of bond counsel satisfactory to the Bond Bank which shall set forth among other things the unqualified

approval of said Bond(s) then being delivered to the Bond Bank and that said Bond(s) will constitute valid and binding obligations of the Municipality.

6. The Municipality shall be obligated to inform in writing to the Bond Bank, or such agent designated by the Bond Bank, at least thirty days prior to each principal payment date of any changes to the name of the official or address to whom invoices for the payment of principal, administrative fees and interest should be sent.

7. The period of performance for this agreement begins upon execution and ends five years after execution.

8. Notwithstanding paragraph 15 hereof, prior to payment of the amount of the Loan, or any portion thereof, the Bond Bank shall have the right to cancel all or any part of its obligations hereunder and after payment of any portion thereof to require a refund of amounts paid if:

(a) Any representation made by the Municipality to the Bond Bank in connection with its application for a loan or additional loans shall be incorrect or incomplete in any material respect; or

(b) The Municipality has violated commitments made by it in its application and supporting documents or has violated any of the terms of this Loan Agreement.

9. The Municipality shall at all times comply with all applicable federal and state requirements pertaining to the Project, including but not limited to requirements of Federal Safe Drinking Water Act, Title 24 of the Vermont Statutes Annotated, and the list of Federal Laws and Authorities included as Exhibit B. The enumeration of the Federal Laws and Authorities in Exhibit B shall not be construed as a waiver by the Municipality of any exemption or exception, jurisdictional or otherwise.

10. If any provisions of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

11. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as are necessary, to give effect to the terms of this Loan Agreement.

12. No waiver by either party of any term or condition of the Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement. Any delay in exercising rights or requirements of the Loan Agreement does not constitute a waiver of such rights or requirements.

13. The Municipality agrees to indemnify and hold the Bond Bank, the state, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Municipality or any of its officials, agents, or employees of the Municipality's obligations under this Agreement, as it may be amended or supplemented from time to time. It is further understood that such indemnity shall not be limited by an insurance coverage.

14. The Municipality agrees that the Loan will be adjusted upon final audit to an amount equal to or less than the project costs determined eligible by the Department of Environmental Conservation and recommended to the Bond Bank for loan participation.

15. The Municipality agrees that if actual final eligible costs are less than the amount paid under the Loan Agreement, repayment of the excess funds will be made within sixty days of the request made by the Department of Environmental Conservation.

16. Increases, amendments, or modifications to the project during construction will be processed for record keeping purposes only, except for the addition of major approved Project Elements, Exhibit A. The Loan Agreement will also be amended upon completion of the project based upon final audited eligible costs, and any increases in the Loan will be made contingent upon availability of funds. All Project records will be retained by the Municipality and made available for state inspection upon request for three years after Project completion or until any audit questions have been resolved, whichever is later.

17. The Municipality will obtain flood insurance for any insurable portion of the Project.

18. The Municipality agrees to use the Loan proceeds solely for the Project for which the Loan is made and any approved amendments thereto. The Municipality further agrees to make prompt payment to the contractors and to apply any interest received to the Project. Once payment has been made to contractors, the applicant shall submit a payment request to the Department of Environmental Conservation (DEC). Disbursements from DEC are made on a reimbursement basis. Upon disbursement, DEC will notify the Municipality of the standard terms and conditions applicable based on the exact amount of federal funds disbursed and relevant capitalization grant being drawn down. Please see <http://dec.vermont.gov/facilities-engineering/water-financing/srf/reimbursement-help> for the standard terms and conditions. If the foregoing link is not accessible, contact DEC for assistance.

19. The terms of this Loan Agreement shall be controlling over those of any prior Agreement with respect to this Loan Agreement. However, this Loan Agreement shall not otherwise supersede the terms of any other agreements between the Municipality and the State.

20. The Municipality agrees to furnish to the Bond Bank such financial statements as the Bond Bank may reasonably request, which statements and supporting records shall be prepared and maintained in accordance with generally accepted accounting principles.

21. This agreement will be funded by approximately 80 percent federal funds. These funds are being awarded in accord with the Federal Drinking Water State Revolving Fund, CFDA number 66.468, under the authority of the Environmental Protection Agency. This is not a research and development award. For any accounting year in which the Municipality expends Loan proceeds and other Federal funds of \$750,000.00 or more from all Federal sources, the Municipality shall have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the Vermont Department of Environmental Conservation within 9 months of the end of Municipality's accounting period.

22. By acceptance of this Agreement, the Municipality agrees to complete a Subrecipient Annual Report as provided by the Department of Finance. Prior to submitting the Subrecipient Annual Report, the Municipality must review previous fiscal year disbursements from the Facilities Engineering Division to determine the actual amount of federal funds disbursed from the loan proceeds. The Subrecipient Annual Report must then be submitted to the State of Vermont Department of Finance within 45 days after its fiscal year end, informing the State whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Municipality will submit a copy of the audit report to the Vermont Department of Environmental Conservation within 9 months of its fiscal year end. If a single audit is not required, only the Subrecipient Annual Report to the State Department of Finance is required.

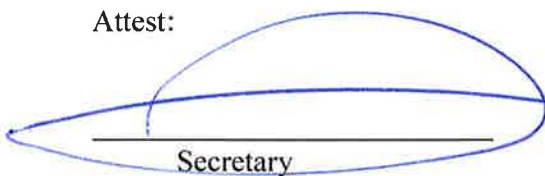
23. The Municipality understands that the provisions of the Davis-Bacon Act, which is codified at Subchapter IV of Chapter 31 of Title 40 of the United States Code and U.S. Department of Labor Memorandum No. 208 ("Memorandum 208"), apply to the Project, and the Municipality certifies and agrees that with respect to the Project, it has complied and will continue to comply with the requirements of the Davis-Bacon Act and Memorandum 208.

24. The effective date of the Loan Agreement is the execution date of the General Obligation Bond.

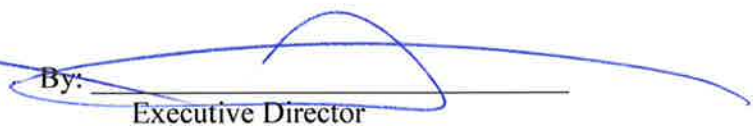
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Attest:

VERMONT MUNICIPAL BOND BANK



Secretary

By: 

Executive Director

Attest:

City of Montpelier

Clerk

By: _____
Chair of the Governing Body

And by:

Treasurer

List of Loan Exhibits

EXHIBIT A: Project description and conditions

EXHIBIT B: List of Federal Laws and Authorities

EXHIBIT C: General Obligation Bond

EXHIBIT D: Resolution and Certificate

EXHIBIT A

PROJECT DESCRIPTION AND CONDITIONS FOR THIS AGREEMENT

Description:

This project includes costs and related preliminary, final design and construction engineering, for replacement of approximately 4,400 linear feet of water main on Northfield St in Montpelier. The project will also include replacement of a gravity sewer line, removal of concrete pavement and replacement of sidewalk and curb as one contract.

Conditions:

- 1) The Applicant shall, as a condition of the loan, provide the Department with a digitally formatted copy of any plan or surveys developed with funds awarded under the loan, if the Applicant or any subcontractor develops plans or surveys in digital format. By acceptance of the loan, the Applicant agrees to pass through this requirement to any subcontracts awarded and funded by the loan. This condition is included pursuant to Section 56 of Act 233 of 1994. Such digital formats are subject to the Federal Freedom of Information Act and the State Access to Public Records and Document Statute and, unless otherwise restricted, the Department will release copies of such information to the general public upon request. It shall be acceptable to submit read only copies or copies marked archival copies only. The Applicant, by acceptance of this loan agrees not to copyright any plans or surveys developed pursuant to this action. Acceptable electronic formats include pdf and pdf/A.

EXHIBIT B

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

- “American Iron and Steel” requirements of P.L. 113-76 the Consolidated Appropriations Act of 2014
- Archeological and Historic Preservation Act of 1974, PL 93-291
- Clean Air Act, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, 16 U.S.C. 3501, et seq.
- Coastal Zone Management Act of 1972, PL 92-583, as amended
- Davis-Bacon Act (40 CFR '31.36(i)(5))
- Davis Bacon and Related Acts Wage Rate Requirements (29 CFR 5.5)
- Endangered Species Act 16 U.S.C. 1531, et seq.
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12898, Environmental Justice
- Executive Order 15593, Protection and Enhancement of the Cultural Environment
- Farmland Protection Policy Act, 7 U.S.C. 4210, et seq.
- Fish and Wildlife Coordination Act, PL 85-624, as amended
- Magnuson-Stevens Fishery Conservation and Management Act – Essential Fish Habitat, 16 U.S.C. 1821 M-S Act § 201
- Migratory Bird Act 16 USC Chapter 7, Subchapter II: Migratory Bird Treaty
- National Historic Preservation Act of 1966, PL 89-665, as amended
- Safe Drinking Water Act, essential section 1424(e), PL 92-523, as amended
- Wild and Scenic Rivers Act, PL-942, as amended

EXHIBIT B

ECONOMIC:

- Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754 as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

SOCIAL LEGISLATION:

- Age Discrimination Act, PL 94-135
- Civil Rights Act of 1964, PL 88-352
- Disadvantaged Business Enterprise, 49 U.S. Code § 47113 - Minority and disadvantaged business participation
- Executive Order 11264, Equal Employment Opportunity
- Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Executive Order 12549 - Debarment and Suspension
- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)
- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646

EXHIBIT C

\$2,049,845.00

UNITED STATES OF AMERICA
STATE OF VERMONT
City of Montpelier
GENERAL OBLIGATION BOND

The City of Montpelier (hereinafter called the "Municipality"), a body corporate and a political subdivision of the State of Vermont, promises to pay to the Vermont Municipal Bond Bank, or registered assigns, the not-to-exceed sum of \$2,049,845.00 with a preliminary interest at the rate of 1.00% per annum and with a preliminary administrative fee of 2.00%, subject to change based on final disbursed value, beginning on 12/1/2019 as follows:

Loan Terms

Loan Amount: \$2,049,845.00

Loan Term Years: 20

Interest rate: 1.0000%

Administrative Fee: 2.0000%

Repayment Date	Payment Number	Principal Due	Principal Payment	Interest Payment	Administrative Fees	Total Payment
12/1/2019	1	2,049,845.00	76,286.43	20,498.45	40,996.90	137,781.78
12/1/2020	2	1,973,558.57	78,575.02	19,735.59	39,471.17	137,781.78
12/1/2021	3	1,894,983.55	80,932.27	18,949.84	37,899.67	137,781.78
12/1/2022	4	1,814,051.28	83,360.24	18,140.51	36,281.03	137,781.78
12/1/2023	5	1,730,691.04	85,861.05	17,306.91	34,613.82	137,781.78
12/1/2024	6	1,644,829.99	88,436.88	16,448.30	32,896.60	137,781.78
12/1/2025	7	1,556,393.11	91,089.99	15,563.93	31,127.86	137,781.78
12/1/2026	8	1,465,303.12	93,822.69	14,653.03	29,306.06	137,781.78
12/1/2027	9	1,371,480.43	96,637.37	13,714.80	27,429.61	137,781.78
12/1/2028	10	1,274,843.06	99,536.49	12,748.43	25,496.86	137,781.78
12/1/2029	11	1,175,306.57	102,522.58	11,753.07	23,506.13	137,781.78
12/1/2030	12	1,072,783.99	105,598.26	10,727.84	21,455.68	137,781.78
12/1/2031	13	967,185.73	108,766.21	9,671.86	19,343.71	137,781.78
12/1/2032	14	858,419.52	112,029.19	8,584.20	17,168.39	137,781.78
12/1/2033	15	746,390.33	115,390.07	7,463.90	14,927.81	137,781.78
12/1/2034	16	631,000.26	118,851.77	6,310.00	12,620.01	137,781.78
12/1/2035	17	512,148.49	122,417.33	5,121.48	10,242.97	137,781.78
12/1/2036	18	389,731.16	126,089.85	3,897.31	7,794.62	137,781.78
12/1/2037	19	263,641.31	129,872.54	2,636.41	5,272.83	137,781.78
12/1/2038	20	133,768.77	133,768.77	1,337.69	2,675.32	137,781.78
			2,049,845.00	235,263.55	470,527.05	2,755,635.60

EXHIBIT C

This Bond is payable in lawful money of the United States at People's United Bank in the City of Burlington, State of Vermont. Repayment terms shall comply with 24 V.S.A. Chapter 120, §4755 which prohibits deferral of payment. Final payment of this Bond shall be made upon surrender of this Bond for cancellation.

This Bond is issued by the Municipality for the purpose of financing infrastructure improvements under and by virtue of Title 24 of the Vermont Statutes Annotated, and vote of the legal voters of the Municipality duly passed on 3/7/2017.

This Bond is transferable only upon presentation to the Treasurer of the Municipality with a written assignment duly acknowledged or proved. No transfer hereof shall be effectual unless made on the books of the Municipality kept by the Treasurer as transfer agent and noted hereon by the Treasurer with a record of payments as provided hereon.

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuing of this Bond have been done, have happened, and have been performed in regular and due form, as required by such law and vote, and for the assessment, collection and payment hereon of a tax to pay the same when due the full faith and credit of the Municipality are hereby irrevocably pledged.

IN TESTIMONY WHEREOF, the Municipality has caused this Bond to be signed by its Treasurer, and a majority of its Selectboard and its seal to be affixed hereto.

City of Montpelier

By: _____

Majority of its Governing Body

Date _____

Treasurer

EXHIBIT C

\$2,049,845.00

City of Montpelier
GENERAL OBLIGATION BOND

CERTIFICATE OF REGISTRATION

It is hereby certified that this Bond is a fully registered Bond payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Bond may be transferred by presentation of the same with an assignment in writing signed by the registered holder. Presentation shall be made to the Treasurer of the Municipality at his office and he shall record such transfer in his records and on the Bond. The name and address of the original registered owner of this Bond is Vermont Municipal Bond Bank, 20 Winooski Falls Way #305, Winooski, VT 05404.

Treasurer

EXHIBIT D

RESOLUTION AND CERTIFICATE
(General Obligation)
(Vermont Drinking Water State Revolving Fund)

WHEREAS, at meetings of the municipal legislative body of the City of Montpelier (herein called the "Municipality") at each of which all or a majority of the members were present and voting, which meetings were duly noticed, called and held as appears of record, it was unanimously found and determined that the public interest and necessity required certain public water system improvements herein described by reference to Exhibit A, and it was further found and determined that the cost of making such public improvements, after application of available funds from the United States of America and/or the State of Vermont, would be too great to be paid out of ordinary annual income and revenue, and that a proposal for providing such improvements and the issuance of bonds of the Municipality to pay for its share of the cost of the same should be submitted to the legal voters at meetings thereof, and it was so ordered, all of which action is hereby ratified and confirmed; and

WHEREAS, pursuant to the foregoing action, at a meeting of the Municipality which was warned and held at the place and time appointed therefor, there was submitted a proposition to be voted upon by ballot between the hours stated in the Warning, all as appears by reference; and

WHEREAS, the said Warning was duly recorded, published and posted, and said meeting was duly convened and conducted, all as appears of record, and which proceedings are hereby ratified and confirmed in all respects; and

WHEREAS, immediately upon closing of the polls and after counting of the ballots cast, the results as set forth were declared by the moderator, all as appears of record, and pursuant to which the Municipality is carrying forward the authorized improvements and pursuing the same diligently to completion; and

WHEREAS, the Municipality has applied for financial assistance in making the authorized improvements which application has been approved by the Department of Environmental Conservation and the Vermont Municipal Bond Bank, as evidenced by the Funding Application Approval, the terms and conditions of which are found in Exhibit A; and

WHEREAS, pursuant to powers vested in them by law the said governing board is about to enter into a Loan Agreement on behalf of the Municipality with the Vermont Municipal Bond Bank respecting a Loan from said Bank in the amount of \$2,049,845.00, repayable with interest at the rate of 1.00% per annum, together with an administrative fee of 2.00%.

AND WHEREAS, the Bond to be given by the Municipality to the Vermont Municipal Bond Bank at the time of receiving the proceeds of said Loan shall be substantially in the form found in Exhibit C;

THEREFORE, be it resolved that the Governing Body proceed forthwith to cause said Bond to be executed and delivered to the Vermont Municipal Bond Bank upon the price and terms stated, and be registered as the law provides; and

EXHIBIT D

BE IT FURTHER RESOLVED, that the Bond when issued and delivered pursuant to law and this Resolution shall be the valid and binding obligation of the said Municipality, payable according to law and the terms and tenor thereof from unlimited ad valorem taxes on the grand list of taxable property of said Municipality as established, assessed, apportioned and provided by law; and

BE IT FURTHER RESOLVED, that in addition to all other taxes, there shall annually be assessed and collected in the manner provided by law each year until the Bond, or any bond or bonds issued to refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay the bond or bonds as the same shall become due; and

BE IT FURTHER RESOLVED, that execution of the above-referenced Loan Agreement between the Municipality and the Vermont Municipal Bond Bank is hereby authorized, the presiding officer of the legislative body and Treasurer of the borrower being directed to execute said Loan Agreement on behalf of the Municipality and the legislative branch thereof; and

BE IT FURTHER RESOLVED, that the Municipality expressly incorporates into this Resolution each and every term, provision, covenant and representation set forth at length in Exhibit A to be delivered in connection with the issuance and sale of the Bond, execution and delivery of each of which is hereby authorized, ratified and confirmed in all respects, and the covenants, representations and undertakings set forth at length in said Loan Agreement are incorporated herein by reference; and

BE IT FURTHER RESOLVED, that all acts and things heretofore done by the lawfully constituted officers of the Municipality, and any and all acts or proceedings of the Municipality and of its Governing Body, in, about or concerning the improvements hereinabove described and of the issuance of evidence of debt in connection therewith, are hereby ratified and confirmed.

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Bond in the face amount of \$2,049,845.00 to the Vermont Municipal Bond Bank, execution and delivery of the Bond, this Resolution Certificate, Loan Agreement and incidental documents, all attached hereto, are authorized; and

BE IT FURTHER RESOLVED, that People's United Bank in the City of Burlington, Vermont, is hereby designated the Municipality's paying agent with respect to the Bond and the Loan Agreement.

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed the Bond payable as aforesaid, and reciting that it is issued under and pursuant to the vote herein above mentioned, and we also certify that the Bond is duly registered in the office of the Treasurer of the Municipality as prescribed by law.

And we, the said officers of the Municipality, hereby certify that we are the duly chosen, qualified and acting officers of the Municipality as undersigned; that the Bond is issued pursuant to said authority; that no other proceedings relating thereto have been taken; and that no such authority or proceeding has been repealed or amended.

EXHIBIT D-3

We further certify that no litigation is pending or threatened affecting the validity of the Bond nor the levy and collection of taxes, charges or assessments to pay it, nor the works of improvement financed by the proceeds of the Bond, and that neither the corporate existence of the Municipality nor the title of any of us to our respective offices is being questioned.

ATTEST:

City of Montpelier

Clerk

By: _____

Majority of its Governing Body

And By:

Its Treasurer



CITY COUNCIL Agenda Item #17-250(e)

Date: August 23, 2017

Consent X Discussion Time Sensitive

SUBJECT: Gender Neutral Bathroom Policy

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Approve Policy as proposed

RELATED COUNCIL GOAL/PRIOR ACTION: Newly Adopted F: Quality of Life – Develop a Healthy and Welcoming Community

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: None

BACKGROUND INFORMATION: A gender neutral bathroom policy was specifically included in the goals as an FY18 action item. Council Member Krueger assisted in drafting the proposed policy.

SUPPORTING DOCUMENTS: There are no supporting documents. The proposed policy is as follows:

GENDER NEUTRAL BATHROOM POLICY

The City of Montpelier will label all City owned and operated single stall bathrooms as gender neutral. Any new City owned and operated buildings or facilities with restrooms will contain at least one gender neutral bathroom. Existing multi stall bathrooms which have designated genders will remain. Whenever substantive repairs or updates to existing bathrooms are being made, however, due consideration (including exploration of costs and alternatives) will be given to converting existing bathrooms to gender neutral status. The choice of which restroom to use is up to the individual. The existence of gender-neutral restrooms in City buildings does not mean that individuals are required to use them if they prefer to use a gendered restroom.

INTERESTED PARTIES: Staff, General Public

CITY MANAGER'S APPROVAL:

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



CITY COUNCIL Agenda Item #17-250(f)

Date: August 23, 2017

Consent X **Discussion**

SUBJECT: City Manager and City Council Evaluation Process

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Approve process as outlined. The forms can still be altered if desired but the process should be clearly established.

RELATED COUNCIL GOAL/PRIOR ACTION: B: Good Governance – Create a formal process for both manager and council evaluation

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: None except that City Manager's contract requires an annual evaluation.

BACKGROUND INFORMATION: Evaluation of both the Manager and Council was discussed during the Council retreats. A general concept was agreed upon. Council Members Watson and Turcotte and City Manager Fraser were tasked with refining the process and documents.

SUPPORTING DOCUMENTS: Memo from City Manager, updated evaluation form and questions, notes from retreat related to evaluation. Forms regarding goals/deliverables to be provided under separate cover.

INTERESTED PARTIES: Council, Manager

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Fraser", 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: City Manager and City Council Evaluation Processes
Date: August 15, 2017

One part of this spring's retreat process was a discussion of the evaluation processes for the City Manager and City Council. This produced a general outline along with the plan that Council Members Turcotte and Watson and I would recommend a formal process and document by September. As reference I've attached Delia Clark's notes about this topic.

General Process and time frame:

March – May: Goals set (July 27 this year).

Monthly: Regular goals updates on agenda for council discussion. Will include focus on one goal each month, a summary of all goals and an update of the working calendar.

May- August: Manager will meet with individual Council members at least once.

September: Mid-year check in with full Council and Manager

October – December: Manager will meet with individual Council members at least once.

January: Evaluation forms distributed to council, self-evaluation to manager. Forms returned to Jamie Granfield. Results, with individual attribution, will be compiled by shared with Council members and Manager.

February: Council and Manager meet to discuss results and any necessary follow up. This should be a dedicated, stand alone meeting, not added to a regular business meeting, After this discussion, Manager may submit reply document if he/she chooses and Council may meet without manager if they choose. Parties will conduct and complete any necessary contract discussions.

Documents:

Slightly revised evaluation form is attached. Results will be tracked for 5 years. Goals/Deliverables form is being created. Each major goal area will be scored 1-5 as a whole. A check list of each specific deliverable (from the document) will be provided and noted as either met, not met, or other (allowing for change in direction during the year, unforeseen circumstances).

Feedback from the Staff Leadership team will be incorporated. In 207-18, the Manager must do a specific 360 review as required for his professional credential. That process will be incorporated in the council review. In future years this specific process may be repeated (if successful) or manager will offer staff feedback opportunity and will share compiled results with council.

Council Self Review:

The Council will evaluate itself (using the same 1-5 scoring system) on the following areas that the Council has adopted:

- Adherence to Group Norms
- Adherence to Policy Development Process

- Adherence to Communication Guidelines
- Effectiveness of Council Meetings
- Adherence to roles and responsibilities
- The Council's effectiveness in accomplishing Goals

This evaluation should be completed in concert with the Manager's review, forms distributed at the same time, etc.

Because Council self-valuation is new, the process will be kept simple – intended to prompt a conversation among each other. The process can be reviewed after an initial trial.

City Manager Evaluation Form

Each member of the City Council should complete this evaluation form, sign it in the space below, and return it to the Administrative Assistant in the City Manager's office. Evaluations will be summarized and included on the agenda for discussion.

Instructions

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

- 5** = Excellent (almost always exceeds the performance standard)
- 4** = Above average (generally exceeds the performance standard)
- 3** = Average (generally meets the performance standard)
- 2** = Below average (usually does not meet the performance standard)
- 1** = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Your Name

INDIVIDUAL CHARACTERISTICS

	1	2	3	4	5
Diligent and thorough in the discharge of duties, "self-starter"	☐	☐	☐	☐	☐
Exercises good judgment	☐	☐	☐	☐	☐
Displays enthusiasm, cooperation, and willingness to adapt	☐	☐	☐	☐	☐
Exhibits mental and physical stamina appropriate for the position	☐	☐	☐	☐	☐
Exhibits composure, appearance and attitude appropriate for executive position	☐	☐	☐	☐	☐
Maintains high ethical standards for both himself/herself and the organization	☐	☐	☐	☐	☐

Comments on this section

PROFESSIONAL SKILLS AND STATUS

	1	2	3	4	5
Maintains knowledge of current developments affecting the practice of local government management	☐	☐	☐	☐	☐
Demonstrates a capacity for innovation and creativity	☐	☐	☐	☐	☐
Anticipates and analyzes problems to develop effective approaches for solving them	☐	☐	☐	☐	☐
Willing to try new ideas proposed by governing body members and/or staff	☐	☐	☐	☐	☐
Sets a professional example by handling affairs of the public office in a fair and impartial manner	☐	☐	☐	☐	☐
Accurately assesses and advises the council on best and worst case outcomes of policy decisions	☐	☐	☐	☐	☐

Comments on this section

RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

	1	2	3	4	5
Carries out directives of the body as a whole as opposed to those of any one member or minority group	☐	☐	☐	☐	☐
Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions	☐	☐	☐	☐	☐
Disseminates complete and accurate information equally to all members in a timely manner	☐	☐	☐	☐	☐
Assists by facilitating decision-making without usurping authority	☐	☐	☐	☐	☐
Responds well to requests, advice, and constructive criticism	☐	☐	☐	☐	☐

Comments on this section

POLICY EXECUTION

	1	2	3	4	5
Implements governing body actions in accordance with the intent of council	☐	☐	☐	☐	☐
Supports the actions of the governing body after a decision has been reached, both inside and outside the organization	☐	☐	☐	☐	☐
Understands, supports, and enforces local government's laws, policies, and ordinances	☐	☐	☐	☐	☐
Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness	☐	☐	☐	☐	☐
Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical	☐	☐	☐	☐	☐

Comments on this section

REPORTING

	1	2	3	4	5
Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide	☐	☐	☐	☐	☐
Responds in a timely manner to requests from the governing body for special reports	☐	☐	☐	☐	☐
Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature	☐	☐	☐	☐	☐
Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience	☐	☐	☐	☐	☐
Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny	☐	☐	☐	☐	☐

Comments on this section

CITIZEN RELATIONS

	1	2	3	4	5
Responsive to requests from citizens	☐	☐	☐	☐	☐
Demonstrates a dedication to service to the community and its citizens	☐	☐	☐	☐	☐
Maintains a nonpartisan approach in dealing with the news media	☐	☐	☐	☐	☐
Meets with and listens to members of the community to discuss their concerns and strives to understand their interests	☐	☐	☐	☐	☐
Gives an appropriate effort to maintain citizen satisfaction with city services	☐	☐	☐	☐	☐

Comments on this section

STAFFING

	1	2	3	4	5
Recruits and retains competent personnel for staff positions	☐	☐	☐	☐	☐
Applies an appropriate level of supervision to improve any areas of substandard performance	☐	☐	☐	☐	☐
Stays accurately informed and appropriately concerned about employee relations	☐	☐	☐	☐	☐
Professionally manages compensation and benefits plan	☐	☐	☐	☐	☐
Promotes training and development opportunities for employees at all levels of the organization	☐	☐	☐	☐	☐

Comments on this section

SUPERVISION

	1	2	3	4	5
Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff	☐	☐	☐	☐	☐
Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level	☐	☐	☐	☐	☐
Develops and maintains an approachable and informal relationship with staff and work force in general, yet maintains the professional dignity of the city manager's office	☐	☐	☐	☐	☐
Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback	☐	☐	☐	☐	☐
Encourages teamwork, innovation, and effective problem-solving among the staff members	☐	☐	☐	☐	☐

Comments on this section

FISCAL MANAGEMENT

	1	2	3	4	5
Prepares a balanced budget to provide services at a level directed by council	☐	☐	☐	☐	☐
Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively	☐	☐	☐	☐	☐
Prepares a budget and budgetary recommendations in an intelligent and accessible format	☐	☐	☐	☐	☐
Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability	☐	☐	☐	☐	☐
Appropriately monitors and manages fiscal activities of the organization	☐	☐	☐	☐	☐
Prepares a budget that reflects the priorities and directives of the Council	☐	☐	☐	☐	☐

Comments on this section

COMMUNITY

	1	2	3	4	5
Shares responsibility for addressing the difficult issues facing the city	☐	☐	☐	☐	☐
Avoids unnecessary controversy	☐	☐	☐	☐	☐
Cooperates with neighboring communities and the county	☐	☐	☐	☐	☐
Helps the council address future needs and develop adequate plans to address long term trends	☐	☐	☐	☐	☐
Cooperates with other regional, state and federal government agencies	☐	☐	☐	☐	☐

Comments on this section

Recognizing that the day-to-day management the City is significant portion of the City Manager's job, how does the performance of the City Government meet your expectations during this rating period? Please identify particular areas of praise or concern.

What are the manager's strengths, expressed in terms of the accomplishments achieved during the rating period?

In what ways could the manager improve, expressed in terms of observations during the rating period?

What did this survey not take into account good or bad? Any other comments?

Please list what you think are the top five issues for the city over the coming fiscal year?

EVALUATION

Learning from our Experience in Other Settings – What Evaluation Practices Have Worked Well?

- Clear job description expectations, goals, form basis of the evaluation
- Start with positives
- Conversation – work through, ask questions of the group, in process
- Knowing that evaluator has the back of evaluated and wants them to succeed and is supporting them
- Everyone there is being evaluated by someone – a dialogue
- Criticism and praise are rooted in examples
- No surprises – conversations have been ongoing (regular formal and informal check-ins)
- Discussing what success will look like
- Evaluator is listening
- How much did I do?
- How well did I do?
- Did I make a difference?
- Plans for changes are mutually agreed upon
- Evaluatee identifies, creates and agrees to improvement strategies
- Continuity, progress over time is noted
- Evaluation takes into account all that has happened
- Consequences are clear
- Agreed upon time frame for meeting goals
- Evaluator asks how they can be supportive
- Link evaluation to a subset of city goals (not whole set, which are subject to outside forces)
- A consistent evaluation tool over time as the foundation, evolving as world changes
- Evaluation covers a clearly defined period of time
- Person doing the evaluation has a complete understanding of position being evaluated
- Dedicating sufficient time to process
- Building a self-evaluation into the process
- Evaluatee respects person doing the evaluation

Evaluation: Current/Past Practices, Versus Ideal/Future Practices

Current	Ideal
Each councilor answers set of questions, ranking points-general qualities annually	• keep process • maybe have a subgroup refine questions
Take averages of all councilors	• data is great

	• maybe keep raw data so outliers are noted • add range to the discussion • keep reports over time
Include city manager self-evaluation	• keep as is
Open-ended questions	• keep process • subgroup could refine questions
Councilors evaluate based on city goals, numbers and comments	• make a more specific subset of these goals for this years, specific tasks for each goal = work plan
Councilor meeting, review results without city manager	• not ahead of time • if needed could happen after meeting with city manager
One of the councilors compiles the results	• trusted staff does it • attributed
Then full council meets with city manager so he hears all the conversation	• check in with objectives from previous years • robust conversation • if possible, have as a dedicated, stand-alone meeting
Written response from the city councilor	• include with historic data so we can see trends over time • have a mid-year check-in meeting, written notes. • Bill has a sit-down with each councilor
Bill gets input from department heads as part of their review	• Bill will collate input about his performance from department heads and share with the council.

City Council Self-Evaluation

Goals

- To get better – personally and as a group
- To ID areas where we need support to our jobs
- To stay in touch with our job descriptions

Methods

- Focus on:
 - Group Norms
 - Improvements to the city:
 - What did we do?
 - How much?

- Make a difference?
- Annual written self-eval.
 - Same time as city manager
 - Numeric and open-ended
 - Someone compiles for council review
- Simultaneously collect feedback from city manager
 - City manager collects input from dept heads in a focused, structured way
 - Runs questions by council prior to implementing
- Next Steps (Bill, Ann, Justin)
 - Evaluation task force collates this into a recommended process by September
 - Implement next cycle – Assess process



CITY COUNCIL Agenda Item #17-250(g)

Date: August 23, 2017

Consent X Discussion _____

SUBJECT: Consideration of a Street Closure Permit Application for Langdon Street

SUBMITTING DEPARTMENT: City Manager's Office

RECOMMENDED ACTION: Approve a Street Closure Permit Application from Jay Bothwell and Ed DuFresne for the closure of Langdon Street on Saturday, August 30, 2017, from 1:00 P.M. to 11:30 P.M. for the HONK! VT Festival.

RELATED COUNCIL GOAL/PRIOR ACTION: N/A

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Requests for street closures require Council approval.

BACKGROUND INFORMATION: The City's new Street Closure Permit Application has a section which shows that Police, Public Works, Fire and Montpelier Alive have reviewed and signed off on these applications. Another step in the new Street Closure Policy is that if the request is for State, Main, Langdon or Elm Streets or adjacent parking lots, the City will provide public notification of both the proposed closure and the date the Council will consider this request. If this request is approved, the organizers will then provide written notice of their event to all nearby property owners.

SUPPORTING DOCUMENTS: Street Closure Application Form

INTERESTED PARTIES: All property owners in the Langdon Street area; Montpelier Alive; Fire; Police and Public Works

CITY MANAGER'S APPROVAL:

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

Street Closure Permit Application

1. Event Sponsor

Name: Jay Bothwell & Ed DuFresne	Email: jaybth@yahoo.com
Address: 32 East State Street #3 Montpelier VT 05602	
Cell Phone: (802) 595-5622	Other Phone:

2. Event Details

Name of Event: HONK! VT Festival	
General description of the event (1 to 3 sentences): HONK! is an activist street festival featuring live brass music performed without a stage and without amplification. Six to eight brass bands will play consecutively in 45 to 60 minute sets, performing in the street in and around the audience. Langdon Street restaurants will be asked to participate in providing beer gardens and/or concession stands	
Date of Event: September 30, 2017	Start and End Time of Event: 2pm to 11pm
Street(s) to be Closed - Please provide a sketch of the event layout. Langdon Street, from Main to Elm Street (see attached)	
Time Street will close (recommend up to an hour before event): 1pm	Time Street will reopen (recommend 30 minutes after the event ends): 11:30
Number of Staff/Volunteers on site for Event: 5 not including business participation	
Number of people expected at event: 100 +/- at any given time, extended over the course of the evening 400 +/-	Number of vendors and/or entertainers who will participate: up to 3 vendors, 4-6 headlining bands plus several side acts

3. Community Support

Is this a reoccurring event in Montpelier? No	If no, do you have experience elsewhere with such events? Please explain. Ed DuFresne has closed Langdon Street in the past for Langdon Street Cafe events, as well as produced the NorthEast Kingdom Music Festival for several consecutive years
How does this event benefit the public (as outlined in the Street Closure Policy)? Culture and entertainment for all ages, free to the public	

4. Public Safety and Public Health

Please describe any discussions or arrangements that the Event Sponsor has made with public safety or public works professionals in Montpelier.

Spoke with Tom McArdle 7/25 regarding our event and was instructed on the protocol regarding Langdon Street closure ie. contacting businesses and residents affected

What arrangements have been made for food, water, and toilet facilities (if applicable)?

Toilet facilities will be provided at the expense of the festival. Food and beverage will be coordinated with participating Langdon Street restaurants

What arrangements have been made to assure that litter will be cleaned up and disposed of and that trash and recycling containers will be provided?

Festival staff will be responsible for clean up after the event

If additional law enforcement officials will be hired for your event, please list:

N/A

Please note any other unique aspects of this event:

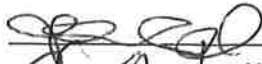
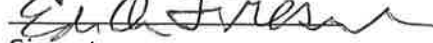
Musicians will perform on the street, without a stage, in an interactive manner with the audience. Although there will be no amplification, the nature of brass music would suggest noise levels would be comparable to amplified music

Will noise levels or hours exceed the city's noise ordinance? If so, will this event require a request for variance from the noise ordinance? Event to end prior to 11pm

5. Accessibility

As this event will take place on public property, I, as the Event Sponsor, attest that this event and all related programming and facilities meet the Americans with Disabilities Act accessibility requirements. These requirements are available at the City's website.

Street Closure Permit Application



Signature

Jay Bothwell
Ed DuFresne
Printed Name

7/25/17
7/25/17
Date

6. Signature

I, the undersigned, certify that the information provided above is valid and I will abide by any additional provisions note by Officials below. I acknowledge that I have read and understand the Montpelier Street Closure policy and that I am responsible for compliance with all requirements contained in that policy. I also agree to be onsite for the duration of the above mentioned street closure.



Signature

Jay Bothwell
Ed DuFresne
Printed Name

7/25/17
7/25/17
Date

Notice Documentation

Name of Event: Montpelier HONK! Festival 2017	
Date of Event: September 30, 2017	Start and End Time of Event: 2pm to 11pm
Street(s) to be Closed: Langdon Street, from Main to Elm	
Time Street will close (recommend up to an hour before event): 1pm	Time Street will reopen (recommend 30 minutes after the event ends): 11:30pm
Date of City Council Meeting to consider permit request:	
Describe Efforts made to notify residents and businesses along the street to be closed. Notification must include both the date/time of the proposed event and the date/time of the City Council meeting where the street closure will be considered. Notification pending determination of City Council meeting date	

Street Closure Permit Application

FOR OFFICIAL USE ONLY

The following parties have reviewed and approved:

POLICE Reviewed by: <i>Captain</i> <i>NEIL MARTEL</i> Print Name <i>[Signature]</i> Signature <i>7/27/17</i> Date	☐ Reviewed – recommend approval with no conditions ☒ Reviewed – recommend approval with conditions: <i>- Block Garden Areas TO Be Kept IN 100% Alcohol to be Served, Business TO have Sufficient Additional STAFF TO Control Access & ID Those People wishing to Consume</i> <i>- ALSO Follow DPW Guidance ON Street/ADA Compliance for Pass Thru Area - ON SIDE WALK (South Side) of LARGEN ST.</i> ☐ Reviewed – do not recommend approval
PUBLIC WORKS Reviewed by: <i>Thomas M. Ardle</i> Print Name <i>[Signature]</i> Signature <i>7/28/17</i> Date	☐ Reviewed – recommend approval with no conditions ☒ Reviewed – recommend approval with conditions: <i>closures shall be controlled with appropriate sign & devices per MUTCD</i> ☐ Reviewed – do not recommend approval
FIRE DEPARTMENT	

Street Closure Permit Application

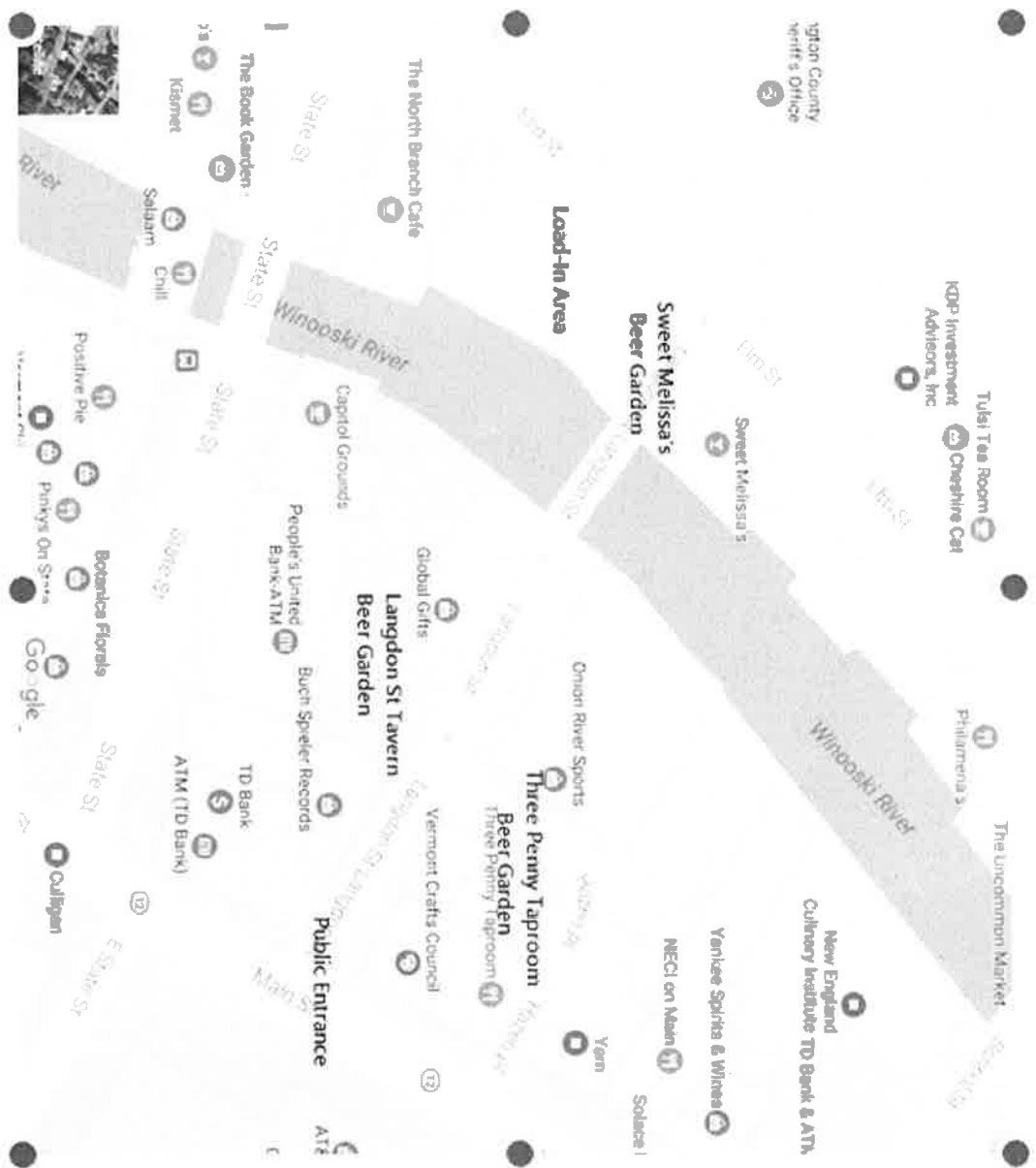
Reviewed by: <u>Chief Robert Gowers</u> Print Name <u>Robert Gowers</u> Signature <u>[Signature]</u> Date <u>7-27-17</u>	☐ Reviewed – recommend approval with no conditions ☒ Reviewed – recommend approval with conditions: <u>Maintain Emergency Vehicle Access</u> ☐ Reviewed – do not recommend approval
MONTPELIER ALIVE	
Reviewed by: <u>Ashley Wimbarger</u> Print Name <u>[Signature]</u> Signature <u>[Signature]</u> Date <u>7/27/17</u>	☒ Reviewed – recommend approval with no conditions ☐ Reviewed – recommend approval with conditions: ☐ Reviewed – do not recommend approval
OTHER	
Reviewed by: _____ Print Name _____ Signature _____ Date _____	☐ Reviewed – recommend approval with no conditions ☐ Reviewed – recommend approval with conditions: ☐ Reviewed – do not recommend approval

This permit request was reviewed at the _____ City Council

(MONTH/DAY/YEAR)

meeting. This permit request was:

APPROVED _____ DENIED _____





CITY COUNCIL Agenda Item #17-250(h)

Date: August 23, 2017

Consent X Discussion _____

SUBJECT: Consideration of a Street Closure Permit Application for State Street

SUBMITTING DEPARTMENT: City Manager's Office

RECOMMENDED ACTION: Approve a Street Closure Permit Application from the Sustainable Montpelier Coalition for the closure of State Street on Saturday, September 23rd, 20th, and October 7, 2017, from 7:00 A.M. to 2:00 P.M. for the Montpelier Farmer's Market.

RELATED COUNCIL GOAL/PRIOR ACTION: F: Quality of Life

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Requests for street closures require Council approval.

BACKGROUND INFORMATION: The City's new Street Closure Permit Application has a section which shows that Police, Public Works, Fire and Montpelier Alive have reviewed and signed off on these applications. Another step in the new Street Closure Policy is that if the request is for State, Main, Langdon or Elm Streets or adjacent parking lots, the City will provide public notification of both the proposed closure and the date the Council will consider this request. If this request is approved, the organizers will then provide written notice of their event to all nearby property owners.

SUPPORTING DOCUMENTS: Street Closure Application Form

INTERESTED PARTIES: All property owners and businesses in the State Street area; Montpelier Alive; Fire; Police and Public Works

CITY MANAGER'S APPROVAL:

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

Street Closure Permit Application

1. Event Sponsor

Name: Sustainable Montpelier Coalition	Email: info@sustainablemontpelier.org
Address: 15 State St. Montpelier	
Cell Phone:	Other Phone:

2. Event Details

Name of Event: Saturday Farmers Market on State St.	
General description of the event (1 to 3 sentences): continuing farmers market but moving location to State St. (from Elm St. to Main St.)	
Date of Event: Sept 23 Sept 30 Oct 7	Start and End Time of Event: normal farmers mkt hours
Street(s) to be Closed - Please provide a sketch of the event layout. State St. from Elm to Main St.	
Time Street will close (recommend up to an hour before event): 7:00 AM	Time Street will reopen (recommend 30 minutes after the event ends): 2:00 PM
Number of Staff/Volunteers on site for Event: 6+	
Number of people expected at event: USUAL farmers mkt volume	Number of vendors and/or entertainers who will participate: usual vendors

3. Community Support

Is this a reoccurring event in Montpelier? 3 Saturdays only	If no, do you have experience elsewhere with such events? Please explain. Sustainable Montpelier Net Zero 2030
How does this event benefit the public (as outlined in the Street Closure Policy)? allows expanded parking for market in area previously used for market itself - Brings shoppers directly in front of State St Businesses. Supports pedestrian friendly downtown goal	

4. Public Safety and Public Health

Please describe any discussions or arrangements that the Event Sponsor has made with public safety or public works professionals in Montpelier.

st. closure + barricades as needed

What arrangements have been made for food, water, and toilet facilities (if applicable)?

Same as for existing farmers market

What arrangements have been made to assure that litter will be cleaned up and disposed of and that trash and recycling containers will be provided?

Same as for existing farmers market

If additional law enforcement officials will be hired for your event, please list:

no additional officials

Please note any other unique aspects of this event:

Barricades at state + main + state + Elm
signage for parking next to Christ Church
volunteers will direct to parking

Will noise levels or hours exceed the city's noise ordinance? If so, will this event require a request for variance from the noise ordinance?

NO!

5. Accessibility

As this event will take place on public property, I, as the Event Sponsor, attest that this event and all related programming and facilities meet the Americans with Disabilities Act accessibility requirements. These requirements are available at the City's website.

Layout will be accessible per federal law.

Street Closure Permit Application

Hubert Tino O'Brien
Board Chair SMC

Signature

6. Signature

Hubert Tino O'Brien

Printed Name

Date

8/5/17

I, the undersigned, certify that the information provided above is valid and I will abide by any additional provisions note by Officials below. I acknowledge that I have read and understand the Montpelier Street Closure policy and that I am responsible for compliance with all requirements contained in that policy. I also agree to be onsite for the duration of the above mentioned street closure.

Hubert Tino O'Brien

Signature

Hubert Tino O'Brien

Printed Name

Date

8/5/17

Notice Documentation

Name of Event: <u>Montpelier Farmers Market on State St.</u>	
Date of Event: <u>Sept 23 Oct 7</u> <u>Sept 30</u>	Start and End Time of Event: <u>7:00 - 2:00 PM</u>
Street(s) to be Closed: <u>State St. From Elm to Main</u>	
Time Street will close (recommend up to an hour before event):	Time Street will reopen (recommend 30 minutes after the event ends):
Date of City Council Meeting to consider permit request:	
Describe Efforts made to notify residents and businesses along the street to be closed. Notification must include both the date/time of the proposed event and the date/time of the City Council meeting where the street closure will be considered. <u>notice posted in Times Argus, city web site</u> <u>flyers to all merchants on State St. in affected area.</u>	

Street Closure Permit Application

FOR OFFICIAL USE ONLY

The following parties have reviewed and approved:

POLICE Reviewed by: <i>Captain</i> <u>NEIL MARTEL</u> Print Name <i>[Signature]</i> Signature <u>8/7/17</u> Date	☐ Reviewed – recommend approval with no conditions ☒ Reviewed – recommend approval with conditions: <i>Develop a Plan for Layout of Vendor Locations on STATE ST That allows The vendors to be able to have access for Setup/Take Down That flows in Direction That is Safe & orderly for Vehicles & pedestrians/Vendors. Volunteers/ Organizers to work w/ City on This Plan Before event(s) are approved & held on the dates listed.</i> ☐ Reviewed – do not recommend approval
PUBLIC WORKS Reviewed by: <u>Thomas McArdle</u> Print Name <i>[Signature]</i> Signature <u>8/8/17</u> Date	☐ Reviewed – recommend approval with no conditions ☒ Reviewed – recommend approval with conditions: <i>Agree w/ PD comments & suggestions. May need traffic control to assist w/ setup & take down traffic movement.</i> ☐ Reviewed – do not recommend approval
FIRE DEPARTMENT	

Street Closure Permit Application

Reviewed by: <u>Robert Gougeon</u> Print Name <u>[Signature]</u> Signature <u>8.8.17</u> Date	☐ Reviewed – recommend approval with no conditions ☒ Reviewed – recommend approval with conditions: <u>Maintain Emergency Vehicle Access</u> ☐ Reviewed – do not recommend approval
MONTPELIER ALIVE	
Reviewed by: <u>Ashley Witzinger</u> Print Name <u>[Signature]</u> Signature <u>8/8/17</u> Date	☒ Reviewed – recommend approval with no conditions ☐ Reviewed – recommend approval with conditions: ☐ Reviewed – do not recommend approval
OTHER	
Reviewed by: _____ Print Name _____ Signature _____ Date	☐ Reviewed – recommend approval with no conditions ☐ Reviewed – recommend approval with conditions: ☐ Reviewed – do not recommend approval

This permit request was reviewed at the _____ City Council

(MONTH/DAY/YEAR)

meeting. This permit request was:

APPROVED _____ DENIED _____



CITY COUNCIL Agenda Item #17-250(i)

Date: 8/23/2017

Consent X **Discussion** ____

SUBJECT: Purchase of an electric vehicle charging station to be installed at the North Branch Nature Center

SUBMITTING DEPARTMENT: Public Works

RECOMMENDED ACTION: Authorize purchase of an electric vehicle charging station using Alternative Transportation Funds.

RELATED COUNCIL GOAL/PRIOR ACTION:

H. Environment

EXPENDITURE REQUIRED: \$3,800.00

SOURCE OF FUNDS: Alternative Transportation Fund

LEGAL REQUIREMENTS: None

BACKGROUND INFORMATION: The Montpelier Transportation Infrastructure Committee is requesting the use of Alternative Transportation Funds to purchase and install an electric vehicle charging station at the North Branch Nature Center. North Branch Nature Center representatives approached the MTIC with the concept of installing an electric vehicle charging station (see attached proposal) at their August meeting. The Committee supported the proposal and the use of Alternative Transportation Funds to purchase and install the equipment.

The City Council approved a multi-year spending plan for the Alternative Transportation Fund which did not include this project therefore the MTIC is seeking additional approval for this specific use. The amount is available since the MTIC did not include a large portion of the funds within the spending plan for the purpose of having the ability to fund unforeseen projects such as this.

SUPPORTING DOCUMENTS: North Branch Nature Center Proposal

INTERESTED PARTIES: Public Works, Montpelier Transportation Infrastructure Committee, Montpelier Energy Advisory Committee

CITY MANAGER'S APPROVAL:

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



July 18, 2017

TO: Montpelier Transportation Infrastructure Committee
FROM: North Branch Nature Center
RE: Electric Vehicle Charging Station at NBNC

Dear MTIC,

The North Branch Nature Center would like to propose the installation of an electric vehicle charging station at its location at 713 Elm Street using funds from the Alternative Transportation Fund.

With a VHCB easement guaranteeing public access, and with trails connecting to Hubbard Park and North Branch River Park, our center is a hub for outdoor recreational activities in central Vermont. We conservatively estimate that our trails (which are free and open year-round) are walked, biked, snowshoed and skied more than 7,300 times per year.

Currently there are only 7 public EV charging stations in the city of Montpelier, and none on the north side of town or along the Rte 12 corridor. NBNC proposes to install a Level 2 charging station in its public parking lot that will be free for public use. Last fall we installed a 15kW solar array on the site which will make the whole facility Net Zero, and we anticipate that we will produce excess electricity that can be used for EV charging.

As you know, a key component of reaching Montpelier's goal of Net Zero by 2030 is the conversion of the majority of our transportation to electric vehicles, which will necessitate an expansion of the current EV charging infrastructure. NBNC's convenient and publicly accessible location on Elm Street will serve local residents, staff, and visitors to the area.

Renovations and new construction are currently underway as part of NBNC's current expansion, and our goal is to install the EV charger this fall while we have electricians on site, if we can procure the necessary funding. While not located on a City Right-of-Way, the proposed charger location is guaranteed public access through an easement through VHCB.

We respectfully request an allocation of \$3,800 from the ATF for the installation of the EV charging station and associated signage.

Thank you very much for your consideration.

Sincerely,

Chip Darmstadt
Executive Director

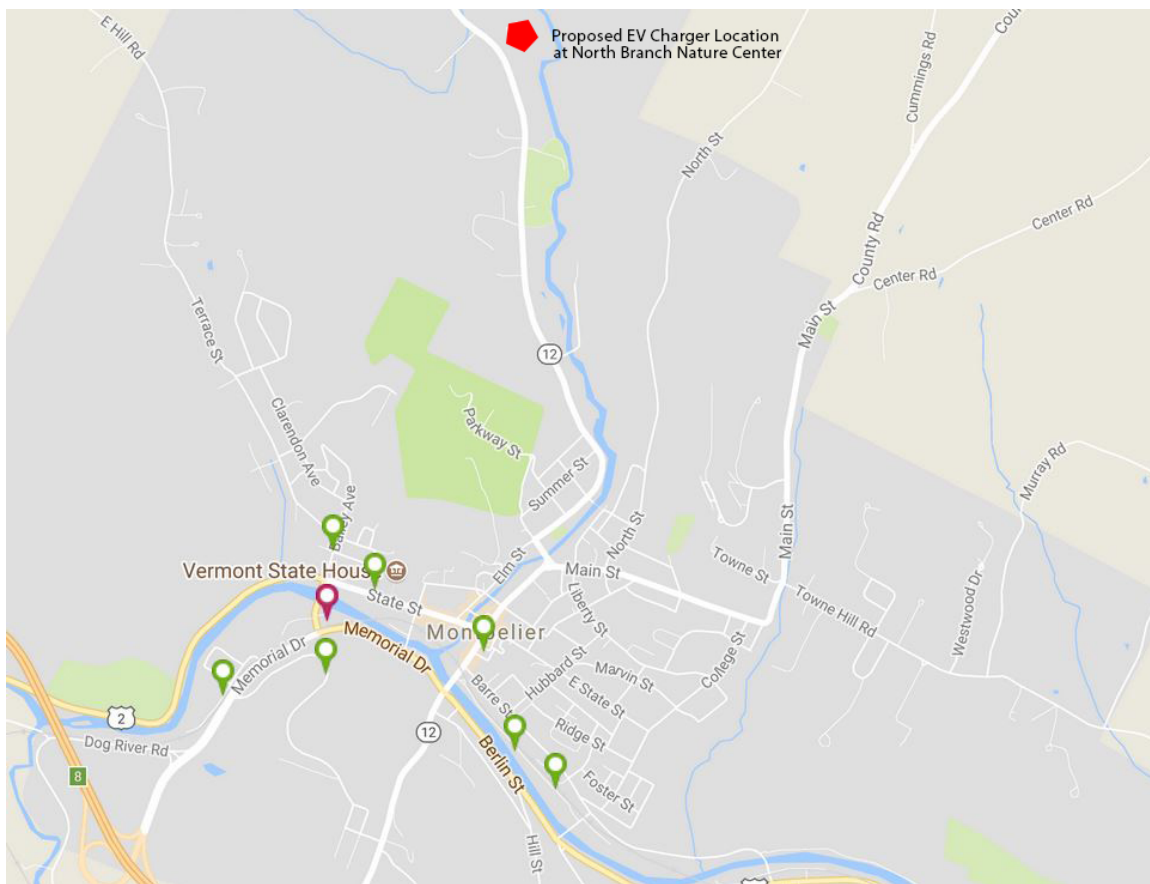


Project Budget

Clipper Creek Charger	\$650.00
Clipper Creek Mounting Pedestal	\$500.00
Electrician - Wiring and Installation	\$2,500.00
Signage	\$150.00

TOTAL ESTIMATED COST **\$3,800.00**

Current EV Charging Stations Locations in Montpelier and Proposed Location at 713 Elm Street





EV Charging Station Specifications

Level 2 Charger

<https://store.clippercreek.com/hcs-40-hcs-40p-ev-charging-station>

Product Code: 0909-00-003

Mounting Pedestal

Product Code: 0300-00-025

<https://store.clippercreek.com/pmd-10t>

(or equivalent pedestal, or consider attaching directly to light post)



PMD-10T shown
with HCS-40R

Please Note: HCS-40R
is NOT INCLUDED.
Must be purchased
separately.



Site Plan and Charger Location



Facilities Planning and Landscape for the North Branch Nature Center
SITE PLAN

March 2017



LandWorks
228 Maple Street
Middlebury VT 05753
(802) 388.3011



Proposed Signage

18"x18"



12"x18"





CITY COUNCIL Agenda Item #17-251

Date: August 23, 2017

Consent ☐ **Discussion** ☒ **Time Sensitive** ☒
(outlined below)

SUBJECT: 101 Northfield Street, COPS, Inc. Mitigation Plan

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Approve Submitted Mitigation Plan with the following additional conditions: COPS, Inc. will provide the city with a full list of all required permits within one week, will provide the city notice of application dates for all permits needed and will provide the city copies of all issued permits within 2 days of issuance. As per submitted plan, buildings will be demolished, debris removed and site cleaned within 30 days of receipt of all permits. Full compliance with the Council's order will be deemed to have occurred when the Building Inspector certifies that the structures have been demolished and all debris has been removed.

RELATED COUNCIL GOAL/PRIOR ACTION: F: Quality of Life. Council findings and order July 26, 2017.

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Action is consistent with Chapter 7, Article VII of the City ordinances and has been reviewed by the City Attorney.

BACKGROUND INFORMATION: On July 26th, the City Council conducted a hearing consistent with Chapter 7, Article VII of the city ordinances. At the conclusion of the hearing, the Council determined that two buildings located at 101 Northfield Street owned by COPS, Inc. constituted a public nuisance. The Council ordered that a mitigation plan for abating the nuisance be submitted by August 16, 2017. The plan was submitted on August 15th.

SUPPORTING DOCUMENTS: COPS, Inc. Mitigation Plan, Council's July 26th findings and order, Chapter 7, Article VII of city ordinance.

INTERESTED PARTIES: COPS, Inc. Abutting property owners.

CITY MANAGER'S APPROVAL:

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

**COPS, INC.
101 NORTHFIELD STREET
MONTPELIER, VERMONT 05602**

TO: Montpelier City Council

DATE: August 15, 2017

RE: Remediation and Abatement Plan at 101 Northfield Street

Crothers Environmental Group, LLC of Morrisville, Vermont initially visited and inspected the site on August 7, 2017 and has returned subsequently. The "site" includes the former Brown Derby restaurant building ("Building 1") and the abandoned motel building ("Building 2") set behind the former restaurant building. Asbestos was identified in modest amounts in both buildings and Crothers has represented to us that the requisite notice to U.S. EPA was mailed on August 15, 2017. Following the minimum 10 day waiting period, abatement may commence no earlier than August 28, 2017, to be immediately followed by demolition as soon as City permits have been received.

Applications for the requested City permits to demolish both Building 1 and Building 2 will be submitted during the week beginning August 21, 2017.

Cops, Inc. has a tentative agreement with Dubois Construction, Inc. to execute demolition activities with all debris to be removed to the Casella Landfill in East Montpelier. It is anticipated demolition will be completed within 30 days of receipt of all required permits and approvals.



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

MONTPELIER CITY COUNCIL FINDINGS AND DECISION

Pursuant to Section 7-604 of the City of Montpelier Code of Ordinances, a public hearing was noticed, convened and held on July 26, 2017 to consider the condition of real estate owned by COPS Inc./Responsible Party: Rakesh Sachdev, and located at **101 Northfield Street** in the City of Montpelier.

Upon consideration of documentary materials and testimony presented to the City Council, all of which appears of record, and following deliberation, the City Council finds as follows:

- (1) The subject real estate has been inspected as called for in Section 7-603(1), and a report of such inspection has been prepared and has been delivered to the property owner as called for in Section 7-603(2).
- (2) Notice of this public hearing has been furnished the property owner in conformance with Section 7-604(1).
- (3) The subject premises lack water, sanitary, sewage and plumbing facilities in working order.
- (4) The subject premises are unfit for human habitation and occupancy by virtue of their state of deterioration, lack of maintenance, presence of garbage and trash, exposure to the elements and lack of basic sanitation.
- (5) The subject premises are manifestly dilapidated and unsafe, thereby posing a serious risk of harm to City employees and others lawfully upon or near the premises, including emergency response and public safety personnel.
- (6) The subject premises lack necessary security to prevent them being a fire hazard or from entry by trespassers.
- (7) The subject premises are vacant, unsanitary and subject to further deterioration and animal infestation.
- (8) The subject premises detract from the appearance of the neighborhood.
- (9) The subject premises constitute an incipient public health risk.

Based on the above, the City Council hereby finds and determines that the subject premises constitute a public nuisance within the meaning of Section 7-601. The City Manager is directed to deliver to the property owner a true copy of these Findings and Decision. The property owner is directed to deliver to the Montpelier City Manager, within ten days of receipt of a copy of these Findings and Decision, a plan to remediate and abate the public nuisance herein described, which plan will be considered as provided in Section 7-604(3) and (4).

ATTEST:

A handwritten signature in black ink, appearing to be 'J. H. H.', is written above a horizontal line.

City Clerk

**MONTPELIER NOTICE
ORDINANCE AMENDMENT**

To amend the Montpelier City Code of Ordinances, by the following revisions to **CHAPTER 7, HEALTH AND SANITATION**:

ARTICLE VII. NUISANCES

Sec. 7-700. PURPOSE.

Any property within the City which is in a state of disrepair and deterioration, including vacant buildings, unsafe structures and potentially dangerous land conditions, are deemed to be public nuisances because their existence contributes to the decrease in value of surrounding properties, precipitates disinvestment by neighboring owners, provides a location for criminal activity, undermines the aesthetic character of the city and its neighborhoods and environs, and has other undesirable effects. Allowing public nuisances to remain indefinitely, even in the absence of code violations, structural boarding and other security measures, is detrimental to the public health, safety and welfare, unreasonably interferes with the reasonable and lawful use and enjoyment of other neighboring or adjacent property, may pose a danger to first responders in an emergency, and detracts from the appearance and good order of the neighborhood. The purpose of this ordinance is to abate public nuisances and to mitigate their impacts.

Sec. 7-701. DEFINITIONS.

(1) As used in this Article, the term "nuisance" and "public nuisance" shall mean:

- (a) the physical condition or occupancy of any premises or property regarded as a public nuisance at common law; or
- (b) any physical condition or occupancy of any premises or property considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations, and unsafe fences and structures; or
- (c) any premises that has unsanitary sewage or plumbing facilities; or
- (d) any premises designated as unsafe for human habitation; or
- (e) any premises or property that is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecure so as to endanger life, limb or property; or
- (f) any premises from which plumbing, heating or other facilities have been permanently removed or disconnected, destroyed or rendered ineffective, or the adequate precautions against trespassers have not been provided; or
- (g) any premise that is unsanitary, or that is littered with rubbish or garbage; or
- (h) any structure that is in a state of dilapidation, deterioration or decay, faulty construction, overcrowded, open, vacant or abandoned, or damaged by fire or other casualty to the extent so as to not to be habitable, or in danger of collapse or failure; or dangerous to anyone on or near the premises, or detracts from the value, use and enjoyment of neighboring or adjacent property.

(2) As used in this Ordinance, the term "Inspection Officials" shall mean the City Building Inspector, City Health Officer or City Fire Department Chief, or such other person so designated and appointed by the City Manager.

- (3) As used in this Ordinance, the term "owner" shall mean the person holding record title to premises or property, as well as any person occupying, using, controlling or operating such premises or property as tenant, lessee or any other capacity recognized at law.
- (4) As used in this Ordinance, the terms "property" and "premises shall be used interchangeably, and shall include buildings, structures, land, land conditions, land improvements, and personal property deposited or stored thereon.

Section 7-602. PROHIBITION.

- (1) No person shall create, operate or maintain a public nuisance within the city.
- (2) No person shall fail to comply with the terms of an order of abatement issued under this ordinance.

Section 7-703. INSPECTION.

- (1) Upon receipt of information that a violation of this ordinance has occurred, an Inspection Official shall undertake a physical inspection of the premises or property. The Inspection Official may enter any building, structure or premises within the city for the purpose of making inspections or investigations at all reasonable hours; provided that, except in case of emergency, the right and authority conferred by this section shall not apply to the entry of any premises or property unless advance written notice is served on the owner thereof. Such written notice shall contain a statement of the date and time that an inspection will be made and shall also contain a statement of the purpose of such inspection.
- (2) The Inspection Official shall prepare a written report of his or her inspection of the premises or property and any corrective or abatement recommendations, and shall deliver a copy thereof to the owner of the premises and to the City Manager for transmittal to the City Council.

Section 7-704. HEARING ENFORCEMENT.

- (1) Upon at least ten days advance written notice to the owner of the premises, the City Council shall convene a public hearing to consider and act upon the inspection report of the Inspection Official. At such hearing, the City Council shall allow testimony and evidence from the owner and/or tenant of the premises or property, city officials and employees, and the public relating to the condition of the premises.
- (2) Following such hearing, the City Council shall deliberate and may determine that the premises constitute a public nuisance based upon specific findings. In the event the City Council determines that the premises constitute a public nuisance, it shall direct that the owner thereof produce and deliver to the City Manager a plan and schedule of remediation and abatement, such submission to be made within a reasonable timeframe established by the City Council, but in no event less than ten days of receipt of the City Council's findings.
- (3) In the event the owner's remediation and abatement plan is accepted and approved by the City Council, the owner shall implement said plan immediately, and shall complete the same within the time limits imposed by the City Council.

- (4) In the event the owner fails to submit a plan of remediation and abatement in accordance with subsection (2), or if the owner fails to comply with subsection (3), or if the owner fails to draft a plan accepted by the council or fails to comply with subsection (3), the city shall proceed to enforce this ordinance as provided herein, and shall seek such injunctive relief, enforcement remedies, and penalties as permitted by law, including, without limitation, abatement of common law nuisances, abatement of public health hazards, demolition of structures determined to be in violation of this ordinance, enforcement and foreclosure of liens for unpaid fees imposed under Section 7-706, and recovery in a civil action for remediation, mitigation and abatement costs incurred by the City.
- (5) In addition to being subject to penalties imposed for violating this ordinance, an owner whose property is found to be in violation or noncompliance of Section 704(4) shall be liable for all costs incurred by the City under Section 704(4), and for fees imposed under Section 706, payment of which shall be secured by a lien in the nature of a contractor's lien for labor and material in favor of the City upon such property.

Section 7-705. APPEALS.

A person, including the owner, aggrieved by any action taken hereunder by the City Council or a City official or employee may appeal any decision made by the City Council under Section 7-704. Such appeal shall be taken in the manner provided by law for appeals from governmental agencies and bodies.

Section 7-706. FEES.

Commencing thirty days from the date of delivery of the Inspection Official's report pursuant to Section 7-703(2) hereof, the Inspection Official shall conduct periodic inspections of the premises until the remediation plan has been completed in the judgment of the city council, and shall furnish a report of such inspection to the owner and the City Manager. An inspection fee of \$50 for residential properties and \$100 for commercial properties for each such inspection is hereby established, such fee payable upon receipt by the owner of an invoice from the City Treasurer.

Section 7-707. SCOPE OF ORDINANCE.

The ordinance shall apply to all property within all areas of the City of Montpelier.

Section 7-708. DESIGNATION; PENALTIES.

This ordinance shall constitute a civil ordinance within the meaning of 24 V.S.A. Chapter 59, for a violation of which there is hereby imposed a penalty of \$100.00 per day for each day the owner fails to comply with Section 7-704(2)(3) or (4), in addition to any other penalties provided by law.

Section 7-709. SEVERABILITY.

If any portion of this ordinance is found to be unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected and shall remain in full force and effect. If any statute referred to in this ordinance is amended, this ordinance shall be deemed to refer to such amended statute.

Section 7-710. AUTHORITY.

This ordinance is enacted under authority granted to the City under 24 V.S.A. § 2291(14) and Section 701 of the Montpelier City Charter.

The Montpelier City Council approved the above Code of Ordinances amendment at the second public hearing/reading held as part of their meeting on May 24, 2017. The effective date is June 9 2017.

Attest: John Odum, City Clerk



CITY COUNCIL Agenda Item #17-252

Date: August 23, 2017

Consent: **Discussion:** X

SUBJECT: Montpelier ArtSynergy: Public Arts Master Plan Update

SUBMITTING DEPARTMENT: Department of Planning and Community Development

RECOMMENDED ACTION: Approve Artist Selection Committee applicants and receive update on the Public Arts Master Plan progress from project manager Paul Gambill

RELATED COUNCIL GOAL/PRIOR ACTION: Goal D – Facilitate Economic Development opportunities; and Goal F – Enhance Sense of Place

EXPENDITURE REQUIRED: NA

SOURCE OF FUNDS: Community Development Block Grant Funds

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: The City hired a consultant to help lead a community-wide planning process that engages the greater community in the development of the Public Art Master Plan. The planning process will include small focus groups, individual interviews, large community exercises, and public hearings. The centerpiece of the planning process will be a series of five creative visioning workshops led by teaching artists from different disciplines. These hands-on workshops will lead community members to create expressions of their vision for how art can increase our sense of place and community. Each workshop will culminate in a public event to exhibit the creative visioning works, with reflection time with the audience to gather input for the master plan. These creative workshops will take place in various locations downtown.

The Montpelier ArtSynergy Project will culminate with the installation of the first major city-funded public art work. This commissioned work will celebrate the community's work at developing the Public Art Master Plan and the adoption of the plan as a central component of city planning.

SUPPORTING DOCUMENTS: Artist Selection Process; Recommended Artist Selection Committee members and their letters of interest.

INTERESTED PARTIES: City Council, Arts Community, Montpelier Alive

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over the "CITY MANAGER'S APPROVAL:" text.

Montpelier ArtSynergy Project

Artist Selection Process

Background

Per the agreement for awarded funds from the National Endowment for the Arts and the City of Montpelier, the ArtSynergy Project will commission one artist to design, create and install a permanent work of art that is on or in the One Taylor Street site or building.

There are no limitations on what the work should be, or where it will be installed on/in the site/building, other than the restrictions inherent in the design of the site/building.

The only pre-established parameter for the commission is that the artist must include some kind of community-engaged process in a portion of the design phase of their proposed work. To support that community engaged process, the commissioned artist will be funded (separate from the commission award) for a five-day residency in Montpelier.

The final work will be owned by the City of Montpelier.

Request for Qualifications (RFQ)

An RFQ will be open to all Vermont artists, distributed no later than September 15, 2016, and remain open for responses for six weeks.

An Artist Selection Committee (see below) will select three finalists that will each receive a \$500 honorarium to develop a concept for their work and make a presentation in person to the Selection Committee. The Selection Committee will then choose one artist for the commission award.

Artist Selection Committee

The Artist Selection Committee will include not more than seven individuals, to be comprised of the following stakeholder groups:

- 1 representative of the City of Montpelier (owner's representative)
- 1 architect or project manager for the One Taylor Street Project
- 1 representative of Green Mountain Transit (the primary occupant of the building)
- 1 artist, preferably with experience in large commissions
- 3 community members representative of diverse segments of the community

The Committee's responsibilities will be: 1) review all RFQs submitted by artists and participate in committee discussions to select three finalists; 2) participate in presentations by the finalists; 3) select the artist to receive the commission award.

Committee activities are expected to take place between October 2017 and January 2018.

Committee Membership Process

Anyone wishing to be considered for the Artist Selection Committee should submit their name and a short description of why they wish to serve on the committee to the ArtSynergy Executive Committee, via Paul Gambill: paul@communityengagementlab.org.

The ArtSynergy Executive Committee, along with advisors David Schutz (State Curator) and Michele Bailey (VT Arts Council), will review all requests and make recommendations of individuals to the City Council, which will make the final decision on the committee membership.

The deadline for submitting names for consideration for the Artist Selection Committee is **August 15, 2016**.



CITY COUNCIL Agenda Item #17-253

Date: August 23, 2017

Consent ☐ **Discussion** ☒ **Time Sensitive** ☐
(outlined below)

SUBJECT: First Reading for Amendments to Chapter 8, Article II (Dog Ordinance)

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Conduct First Reading, set 2nd Reading for September 13th

RELATED COUNCIL GOAL/PRIOR ACTION: F: Quality of Life. Address dog concerns in a balanced manner, consider revised ordinance.

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Conduct two readings of proposed amendments. Vote whether to adopt proposed amendments with or without any changes.

BACKGROUND INFORMATION: In response to resident complaint following an incident where a dog killed a cat, the City Council asked that the dog ordinance committee (who had recommended amendments last year which were adopted) revisit the ordinance for further changes.

The recommended changes are:

- Dogs shall be leashed on all city Streets, Sidewalks, and Bike/Pedestrian paths.
- Increase in fines.
- Victims of a dangerous dog event can appeal decisions made by the Animal Control Committee, or the City Manager. Currently only a dog owner can appeal a decision.
- Wording changes to improve clarity

No changes for Hubbard Park or other parks are recommended by the committee.

SUPPORTING DOCUMENTS: Proposed amended ordinance

INTERESTED PARTIES: Dog owners, residents

CITY MANAGER'S APPROVAL:

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

**MONTPELIER NOTICE
ORDINANCE AMENDMENT**

To amend the Montpelier City Code of Ordinances, by the following revisions to Chapter 8, Animals and Fowl, Article II, Dogs:

ARTICLE II. DOG CONTROL ORDINANCE

Sec. 8-200. ORDINANCE INDEX.

- Definitions
- Licensing
- Running at Large
- Penalties
- Duties of Police Officers and Persons Having Control of Impounding
- Conditions of Release
- Dogs as a Nuisance
- Penalties
- At Risk Dogs
- Dangerous Dogs
- Penalties
- Animal Control Committee Review and Appeal Process for Dangerous Dogs
- Defecation
- Repeal of Conflicting Ordinances
- Separability of Provisions
- Effective Date

Sec. 8-201. DEFINITIONS.

1. "Owner" shall mean any person or persons, firm, association, or corporation owning, keeping or harboring a dog.
2. "Run at large" shall mean any dog that is off the premises of the owner and not:
 - a. on a leash if on a City street, sidewalk or bike/recreation path.
 - b. clearly under the verbal or non-verbal control and in sight of the owner who has a leash in their possession, when not on a City street, sidewalk or bike/recreation path.
 - c. in a vehicle
 - d. on the premises of another person with that person's permission, i.e., hunting with the owner
3. "Nuisance" shall mean any dog that:
 - a. Chronically disturbs the quiet, comfort and repose of others by barking, whining, calling, or howling for a continuous period of twenty (20) minutes or more. This regulation shall not apply to dogs in a kennel/boarding facility which has received a zoning permit under the City's Zoning Regulations.
 - b. Damages property of another person.
 - c. The provisions of this section and section 8-203 pertaining to running at large and disturbing the quiet, comfort and repose of others shall not apply to working farm dogs if:
 1. The working farm dog is barking in order to herd or protect livestock or poultry or to protect crops; or
 2. The working farm dog is running at large in order to herd or protect livestock or poultry or to protect crops.

Commented [YB1]:

Commented [SA2R1]:

Commented [SA3R1]:

4. "At Risk" shall mean any dog, regardless of breed, breeding, type or appearance, which, when unprovoked:
 - a. On two separate occasions within 36- month period engages in any behavior that requires a defensive action by a human or domestic animal to prevent bodily injury.
 - b. Acts in a highly aggressive manner, when unprovoked, within a fenced yard or enclosure and appears to be able to jump over or escape.
 - c. Inflicts minor injuries on a person through direct contact.
 - d. Causes damage to personal property as a result of aggressive behavior
 - e. Aggressively chases or charges another domestic pet or person
 - f. These definitions shall not apply if the dog was protecting or defending itself, its offspring, another domestic pet or animal or a person or its owners' property from attack or assault or the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog.
 - g. Vocalization or barking, without more, shall not cause a dog to be deemed of a highly aggressive manner.
5. "Dangerous" shall mean any dog, regardless of breed, breeding, type or appearance, which, when unprovoked:
 - a. Kills, seriously bites, or inflicts serious injury upon a domestic animal
 - b. Inflicts injury on person which requires medical attention
 - c. Inflicts severe injury on or kills a human being
 - i) severe injury means any physical injury to a human being that results in muscle tears or disfiguring lacerations or requires multiple sutures or corrective or cosmetic surgery
 - d. These definitions shall not apply if the dog was protecting or defending itself, was in reaction to pain or injury or protecting its offspring, another domestic pet or animal or a person or its owners property from attack or assault or the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog.
6. "Animal Control Committee" shall mean a committee appointed by the city council for the purpose of determining a recommended course of action for dogs with multiple violations after sufficient police investigation in order to maintain public safety consistent with provisions of this ordinance. The committee shall be composed of 5 individuals: the Health Officer, the Police Chief or designee and 3 individuals which will include 2 dog advocates (veterinarian, veterinary behaviorist, certified animal behaviorist,) appointed by the City Council. In the event that qualified volunteers are not available, the City will contract with professionals to fill the dog advocate positions.
7. Offenses are specific to the individual dog involved in an incident, so that incidents may be considered cumulatively even if the "owner" is different at the time of different incidents. Additionally, any dog "owner" involved in multiple incidents may have those incidents considered cumulatively under this ordinance, even if each incident involves a different dog.
8. "Victim Restitution" shall mean compensating for loss, damage or injury caused by a nuisance, at-risk, or dangerous dog. Unless agreed to otherwise through a restorative

justice process, the restitution amount will be set by the City to be the actual financial cost incurred by a victim as demonstrated with actual receipts, less the amount covered by insurance. Restitution is limited to cover such direct expenses as medical or veterinary bills and repair or replacement of property.

Sec. 8-202. LICENSING.

No dog shall be kept within the limits of the City of Montpelier, County of Washington, State of Vermont, unless such dog shall have been licensed by its owner in accordance with the statutes of the State of Vermont. Dog license fees shall be set at \$5 above the amount set by the State of Vermont.

Sec. 8-203. RUNNING AT LARGE PROHIBITED.

It shall be unlawful for the owner of any dog to permit such dog to run at large.

Sec. 8-204. PENALTIES FOR RUNNING AT LARGE.

The penalties for violation of this section shall be as follows:

- | | |
|--------------------|---|
| 1st Offense | <u>in a 12 month period</u> Formal warning |
| 2nd Offense | Completion of a restorative process with the Montpelier Community Justice Center (MCJC). Completion to be certified by the MCJC. Failure to <u>participate in or</u> complete the restorative process is a \$200 fine. |
| 3rd Offense | Completion of a restorative process with the MCJC and a \$200 \$50-fine Completion to be certified by the MCJC. Failure to <u>participate in</u> or complete the restorative process is a \$400 \$150 fine. |
| 4th Offense | \$400 \$300 fine for each subsequent violation and referral to Animal Control Committee |

Sec. 8-205. DUTIES OF POLICE OFFICERS AND PERSONS HAVING CONTROL OF IMPOUNDING.

Any police officer, including special police officers or dog catchers within the city of Montpelier, shall have the authority to seize, impound or restrain any dog kept in violation of this ordinance and deliver such dog to the person or organization duly authorized or contracted to have control of impounding. If the owner of such dog is known or can be located with reasonable diligence, then the person who has control of impounding shall personally notify the owner within three days of the receipt of such dog. If the owner of such dog is not known or cannot be located with reasonable diligence, then the person who has control of impounding shall post, within forty-eight hours of the time such person shall have taken such dog into his possession, written notice at City Hall in Montpelier, and on the City's website giving a description and photo image of the dog, stating where it is impounded, and the conditions for release. If the owner, within seven days after receiving notice or within seven days after notice has been posted, does not claim such dog, then the person having control of impounding shall dispose of the dog by sale, adoption, or euthanasia.

The person having control of impounding shall keep a record of every dog disposed of by sale or otherwise. Such record shall include (a) a description including a photo image which identifies the dog with reasonable certainty; (b) the manner of disposing of the dog; and (c) if

the dog was transferred to another person, the name and address of the transferee. In addition, the transferee must sign a statement giving his name, address, and the date of delivery or receipt of the dog.

Any police officer may order a dog impounded or kept within the owner's residence pending resolution of the Animal Control Committee process.

Sec. 8-206. CONDITIONS OF RELEASE.

Before such dog may be transferred to another person, (a) such dog shall be vaccinated with anti-rabies vaccine, unless there is proof of vaccination within the previous year; (b) such dog must be licensed in accordance with the statutes of the State of Vermont; and (c) the transferee shall pay to the City Treasurer of Montpelier the total of the following charges.

\$150.00 transportation charge, plus
Vaccination charge, if required, plus
License fee, if required, plus
Daily rate set by impoundment area, when dog bit requires, according to State Statute, impoundment of said dog for not less than 10 days.

Sec. 8-207. DOGS AS A NUISANCE.

The owner of a dog shall not allow their dog to create a nuisance.

Sec. 8-208. PENALTIES FOR NUISANCE DOGS.

The penalties for violation of this section shall be as follows:

Penalties:

1st Offense in 12 month period Formal Warning

2nd Offense Completion of a restorative process with the Montpelier Community Justice Center (to include any victim restitution agreed upon). Completion to be certified by the MCJC. Failure to participate in or complete the restorative process is a \$fine of 200 plus the victim restitution amount.

3rd Offense Completion of a restorative process with the MCJC (to include any victim restitution agreed upon) and a ~~\$200~~ fine ~~\$50.00~~. Completion to be certified by the MCJC. Failure to participate in or complete the restorative process is a fine of \$400 plus the victim restitution amount.

4th and subsequent offense Referral to the Animal Control Committee for action.

Sec. 8-209. AT RISK DOGS.

The owner of a dog shall not allow their dog to behave in an 'at risk' manner.

Sec. 8-210. PENALTIES FOR AT RISK DOGS.

The penalties for violation of this section shall be as follows:

Penalties:

1st Offense Completion of a restorative process with the MCJC (to include any victim restitution agreed upon) and a \$50.00 fine. Completion to be certified by the MCJC. Failure to participate in or complete the restorative process is a fine of \$400 ~~\$350~~ plus the victim restitution amount.

2nd and subsequent offense Referral to the Animal Control Committee for action.

Sec. 8-211. DANGEROUS DOGS.

The owner of a dog shall not allow their dog to behave in a dangerous manner. In order for the animal control committee to take action the victim must file a written complaint with the police department who shall investigate the incident. The written complaint must contain the time, date, place of the incident, and any other facts that may assist the investigation. Upon investigation, the police department may then refer the incident to the animal control committee. The animal control committee, within 7 days of receiving the complaint, shall set a time for a public hearing to determine whether the dog shall be deemed dangerous and to recommend corrective action. The committee will make all reasonable efforts to contact the owner and the victims and provide them with a copy of the complaint and time/date of the hearing.

Sec. 8-212. PENALTIES FOR DANGEROUS DOGS.

If the dog is deemed dangerous by the Animal Control Committee, the committee shall, in writing, recommend an order to the city manager as the facts and circumstances of the case may require. The owner and victims will be immediately notified of the recommendation of the animal control committee and will have an opportunity to appeal pursuant to sec. 8-213.

Penalties:

1st & Subsequent Offenses: Recommendation by the animal control committee not limited to muzzling, confining, or euthanizing the dog. Chaining the dog shall not be a remedy,

Sec. 8-213. ANIMAL CONTROL COMMITTEE REVIEW AND APPEAL PROCESS FOR DANGEROUS DOGS

Prior to making any recommendation, the Animal Control Committee will receive information from the dog owner such as testimony, witnesses or other evidence if the dog owner wishes to present information. The Committee will, likewise, receive information from the citing officer and any affected parties. Any recommendation made by the animal control committee can be appealed to the city manager by either the owner or other affected parties. In the event that the city manager affirms euthanasia as the correct remedy, the decision may be appealed to the city council in a hearing open to the public.

Any recommendation for euthanasia made by the animal control committee shall only be made after the committee has consulted with a certified animal or veterinary behaviorist and that individual has determined euthanasia is the only appropriate remedy.

The owner of the dog and victims of record must be notified immediately of all decisions made in the review and appeals process. If the owner or victims contests the decision, they may, within five days of receiving the notice of determination appeal the decision of

the hearing entity to the Civil Division of the Superior Court, which shall consider the matter de novo. (VSA 20 sec 3550)

Sec. 8-214. DEFECATION.

The person in control of any dog which defecates in a public park, walkway, sidewalk, street, public way, playground, cemetery, school grounds, and state property shall remove such material immediately and dispose of it in a sanitary manner.

Sec. 8-215. PENALTIES FOR DEFECATION.

The penalties for violation of this section shall be as follows:

Penalties:

1st Offense:	\$50 fine
2nd Offense:	\$75 fine
3rd & Subsequent Offenses:	\$100 fine

Sec. 8-216. REPEAL OF CONFLICTING ORDINANCES.

All existing ordinances of the City of Montpelier are hereby repealed insofar as they may be inconsistent with the provisions of this ordinance.

Sec. 8-217. SEPARABILITY OF PROVISIONS.

It is the intention of the municipality that each separate provision of this ordinance shall be deemed independent of all other provisions herein, and it is furthers the intention of the municipality that if any provision of this ordinance be declared invalid, all other provisions thereof shall remain valid and enforceable.

Sec. 8-218. EFFECTIVE DATE.

This ordinance shall be effective 15 days after passage as per 702 (c) of the City Charter..

The Montpelier City Council approved the above Code of Ordinances amendment at the second public hearing/reading held as part of their meeting on August 10, 2016. The effective date is August 26 2016.



CITY COUNCIL Agenda Item #17-254

Date: August 23, 2017

Consent ___ **Discussion** **X** **Time Sensitive** ___

SUBJECT: Tax Stabilization Application for Lineage Realty Group LLC (Caledonia Spirits). First Public Hearing.

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Conduct Public Hearing. Set Second Public Hearing for September 13, 2017.

RELATED COUNCIL GOAL/PRIOR ACTION: D: Economic Development - Provide Support to potential commercial projects. Development Agreement approved on May 24, 2017.

EXPENDITURE REQUIRED: No expenditure required. Reduce applicant's municipal taxes by an estimated \$28,000 per year for real property and \$18,000 per year for business personal property for a period of 10 years.

SOURCE OF FUNDS: General fund property tax revenue.

LEGAL REQUIREMENTS: Conduct two hearings as per city policy. Approve application with findings. Direct City Manager to enter into tax stabilization contract with applicant.

BACKGROUND INFORMATION: City voters have authorized the city to enter into stabilization agreements for both real property and business personal property. The maximum legal award is 50% reduction for 10 years. The City Council adopted a policy for implementation such awards in 2003.

SUPPORTING DOCUMENTS: City Manager's memo with recommended action and findings. Development Agreement with the Applicant. 2003 tax stabilization policy.

INTERESTED PARTIES: Caledonia Spirits, Montpelier Development Corporation

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", written over the "CITY MANAGER'S APPROVAL:" text.



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: The Lineage Realty Group, LLC (Caledonia Spirits) Tax Stabilization Application, Recommended Findings and Decision
Date: August 14, 2017

Based on the findings below, I recommend that the Council hold the required public hearings as outlined in the City of Montpelier's Tax Stabilization Policy and approve the tax stabilization requested by The Lineage Realty Group, LLC. The following recommended findings and decision are based upon information provided by the applicant and verified by the city to the extent possible. In the event that factual information changes, an award or contract should be reviewed accordingly. These findings and recommendations are consistent with the Development Agreement approved on May 24, 2017.

Proposed Project

The Lineage Realty Group proposes to locate the headquarters of Caledonia Spirits on 5.25 acres between Barre Street and the Winooski River on a portion of parcel number 004-369A00. This will include industrial space, a tasting room, and office space. We believe that this project is aligned with the recently adopted Montpelier Economic Development Strategic Plan, that the addition of Caledonia Spirits to Montpelier will be seen as a "transformational project," and that their brand is aligned with our brand as the State Capital and premium location in central Vermont.

The Lineage Realty Group has secured Vermont Employment Growth Incentive financing and has recently closed on the purchase and acquisition of the 5.25 acres. To finalize their development plans in Montpelier, they have requested tax stabilization for both

(802)-223-9502, Telephone 39 Main Street, Montpelier, Vt 05602

(802)-223-9519, Fax

www.montpelier-vt.org

business personal property and real property from the City of Montpelier. The added value The Lineage Realty Group and Caledonia Spirits will bring to the City in the forms of grand list growth and local business development will be a long-term benefit to the City of Montpelier.

I. Real Property

Value of the Potential Award

According to the City's Assessor, the estimated property value (land and buildings) for this project is \$5,000,000. Using this property value and the current municipal tax rate, a 50% award is equivalent to \$28,018 per year.

Analysis

The City's 2003 tax stabilization establishes four levels of benefits with accompanying qualifying criteria. An application must meet one level fully before being considered for the next level. Regardless of compliance with criteria, the granting of any tax stabilization contract is at the sole discretion of the City Council.

Criteria for Level One: To be considered for Level One Benefits of tax stabilization, the project must meet ALL of the following criteria:

- a) At the beginning of the contract term the real property additions and/or renovations will
 - i. be assessed at \$250,000 or more; or
 - ii. be assessed at \$50,000 or more for businesses with 25 or fewer full-time employees or with \$2 million or less in annual gross sales.

Finding. The project meets this criteria. The project budget is \$6,506,045.59. The estimated total assessed value would be \$5,000,000 and the stabilized value would be \$2,500,000.

- b) The development is consistent with the City of Montpelier Master Plan in effect at the time the application is made and that the project has received Development Review Board approval (if required) and all other necessary permits not including the building permit.

Finding. The project is consistent with the Master Plan. It is located within the General Business District. Lineage Realty, LLC has received zoning permits from the Development Review Board.

- c) No part of the completed project, which shall include the entire value of the real property and any improvements thereon, will be exempt from City taxes during the term of the contract and thereafter for a period equal to the contract term, other than the property value discount granted under the tax stabilization contract.

Finding: This project will be privately owned and is not subject to tax exemption.

- d) The real property additions and/or renovations to receive tax stabilization must include commercial and/or residential sprinklers approved by the Montpelier Fire Chief and the Vermont Department of Labor and Industry (if applicable).

Finding: The building will be fully sprinklered in accordance with city and state codes for commercial buildings.

- e) The project will not result in a net decrease in the number of residential units within the designated downtown. However, this standard may be waived by the City Council if the Council makes an affirmative finding that the project results in exceptional public benefits which outweigh the public need for the housing units being removed or the Council affirmatively finds that the applicant has provided for comparable housing units elsewhere within the city.

Finding: There is no current use of the property. It is a vacant parcel. This project will, therefore, not result in the reduction of residential units.

- f) The project can demonstrate to the satisfaction of the City Council that, but for tax stabilization, it would not choose to locate or expand in Montpelier.

Finding: The applicant has stated that this is the case and there is no contrary evidence. Contemplation of Tax Stabilization was an integral part of the Development Agreement. The applicant did not move forward with acquiring the property until the Development agreement was approved.

- g) The project can demonstrate to the satisfaction of the City Council that, net of tax stabilization and all foreseeable tax impacts, it will provide a positive property tax benefit to the City.

Finding: The project will generate \$28,018 in new annual municipal tax revenue over the life of the contract and \$56,035 per year thereafter (in today's dollars). This newly developed parcel will not require additional or unusual municipal services but for added

water and sewer usage that is available in our current systems and will provide needed revenues into these systems.

Level One Summary: The application meets ALL criteria for level one as required.

Criteria for Level Two: To be considered for Level Two benefits, the project must meet the requirements of Level One above and at least ONE of the following criteria:

- a) The project can demonstrate to the satisfaction of the City Council that the project will positively affect in a significant way the number of employment opportunities in Montpelier.

Finding: The proposed project consists of 26,500 SF of building space and 59 parking spaces. The proposed development envisions locating 21 existing livable wage jobs, and creating 15 new livable wage jobs over 5 years, in Montpelier.

- b) The property owner(s) will deed to the City certain rights in real property which could otherwise be acquired only by outright purchase or eminent domain to promote the achievement of a specific policy or objective set out in the City Master Plan, including easements for riverfront walkways and parks, pocket parks, recreations trails and conservation easements that protect or create the following: key natural features, open space, greenways, specimen trees, etc. This provision shall apply only to acquisitions for which there is no reasonable or practicable alternative.

Finding: Lineage Realty Group, LLC proposes giving residents and visitors to Montpelier access to the riverfront along this parcel and potentially a canoe/kayak launch. This proposal is aligned with the City's Master Plan and the City's interest in reactivating the riverfront.

- c) The project will meet certain exceptional, enhanced aesthetic standards not otherwise required by law or the City Master Plan, such as replacement of existing above-ground power lines, preservation or creation of public views and vistas, maintaining or enhancing the historic authenticity of an existing building or unusual landscaping effects.

Finding: The proposed project features enhanced river views and river access and redevelops a vacant lot that is walkable to downtown.

- d) The project will include a unique and significant public amenity specifically referenced in the Montpelier Master Plan or in the Capital District Master Plan which will relieve the City of a significant cost which it would otherwise incur.

Finding: This project will give unique access to the riverfront although not specifically mentioned in the Master Plan or Capital District Master Plan for this location.

Level Two Summary: The application meets THREE of the four criteria and only ONE is required. Level Two is satisfied.

Criteria for Levels Three and Four: To be considered for Level Three Benefits, the project must meet the requirements of Level Two benefits and at least TWO of the following criteria. To be considered for Level Four Benefits, the project must meet the requirements of Level Two benefits and at least THREE of the options provided in Level Three.

- a) The project will result in a net increase in residential units within the city.

Finding: This project will not create any housing units and does not meet this criteria.

- b) At the commencement of the contract term the real property additions and/or renovations will be assessed at \$500,000 or more.

Finding: The estimated net new property value is \$5,000,000. The project meets this criteria.

- c) Throughout the life of the tax stabilization contract, the project will result in a net increase of 25 full time equivalent jobs which pay at least a livable wage for a single person (as calculated by the State of Vermont Joint Fiscal Office) throughout the life of the contract.

Finding: The proposed project brings 21 existing jobs and will create 15 new jobs to the City of Montpelier all paying above a livable wage. The project meets this criteria.

- d) The project must be located within the boundaries of the designated downtown as approved by the Vermont Downtown Development Board or within an industrial or office park zoning district.

Finding: This proposed project is within the City's Growth Center District as approved by the Vermont Downtown Development Board.

Level Three and Four Summary: The application meets THREE of the four criteria which qualifies it for level four benefits.

Discussion: This is a strong application which meets the four levels and, in fact, exceeds the requirements for level two. Additionally, this proposal is aligned with the recently adopted Economic Development Strategic Plan and will be an early transformational project added to downtown Montpelier.

Recommendation:

Based on the findings, the application qualifies for Level Four Benefits with the following terms and conditions:

- The overall strength of the application merits a reduction in property value of one-half (1/2) for ten (10) years under the provision that all conditions proposed in the application are met.
- This award is conditioned on Lineage Realty, LLC maintaining employment levels as outlined in the application.
- The contract will run from the tax year beginning July 2018 through the tax year beginning July 2028. In the event that the project is not completed and is not at full assessed value as of April 1, 2018, the applicant will have the option to defer the contract and benefits for one tax year.

II. Business Personal Property

Value of the Potential Award

The business personal property value for this property will grow to approximately \$3,250,000 over several years. Using this estimate, and applying the above criteria and analysis, this project satisfies the requirements to receive this award. Using this business personal property value and the current municipal tax rate, a 50% award is equivalent to \$18,211 per year.

Recommendation:

Based on the findings, the application qualifies for Level Four Benefits with the following terms and conditions:

- The overall strength of the application merits a reduction in business personal property value of one-half (1/2) for ten (10) years under the provision that all conditions proposed in the application are met.

- This award is conditioned on Lineage Realty, LLC maintaining employment levels as outlined in the application.
- The contract will run from the tax year beginning July 2018 through the tax year beginning July 2028. In the event that the project is not completed and is not at full assessed value as of April 1, 2018, the applicant will have the option to defer the contract and benefits for one tax year.

DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into and executed on the dates set forth below, by and between the City of Montpelier (“City”) and Caledonia Spirits, Inc. and/or its associated business entities.

(“Caledonia”):

FOR GOOD AND VALUABLE CONSIDERATION, payment, receipt and sufficiency of which is hereby mutually acknowledged, and in consideration of the several undertakings, inducements and representations set forth herein, City and Caledonia agree as follows:

- (1) At its own cost, on or before July 15, 2017, Caledonia shall enter into a land sale contract for the purchase of a parcel of vacant land located southerly of Barre Street in the City of Montpelier (the “Property”), depicted on Exhibit A, together with all appurtenant rights, interests and easements.
- (2) At its own cost and for its own use, Caledonia shall construct on the Property manufacturing and commercial improvements consisting of an approximately 30,000 square foot building with appurtenant parking, storage and related facilities, such construction anticipated to commence in the calendar year 2017, subject to Caledonia’s receipt of all necessary permits, licenses and approvals, business conditions, financing, and project feasibility.
- (3) For all subsequent infrastructure improvements on or appurtenant to the Property, specifically the improvements listed in Sections 4, 5, 7, and 8 of this Agreement, the City shall allocate funding as designated in this Agreement. Any costs over the total amount for the improvements listed in Sections 4, 5, 7 and 8 shall be shared equally between Caledonia and the City with the City’s contribution being capped at the total estimated

amount of municipal property taxes, utility charges and other fees generated over a ten (10) year period commencing on April 1 next following the date upon which Caledonia places in service the improvements referred to in Section (2).

- (4) If needed (as determined by an engineering analysis), the City shall, at its own cost, install a valve upon the 14-inch water main which bisects the Property in anticipation of the replacement and realignment of such line. The exploratory excavation to locate this line will be done in conjunction with the site contractor's initial Property work. Within sixty (60) days of the execution of this Agreement, Caledonia's engineer, in conjunction with City's engineer, will design and engineer a realigned replacement to the subject water line, the construction of such realigned replacement line to be undertaken by Caledonia's Construction Manager in conformance with the City's design and specifications. Caledonia's Construction Manager will bid this work separately and the City will review the final submittals with Caledonia. The City and Caledonia will jointly select the contractor. The cost of such water line design, engineering, construction inspection and replacement will be borne by the City either by reimbursement of such billed costs or direct payments to the respective contractors and engineers. Upon completion of the replacement line and its formal acceptance by the City, all easements and licenses held by the City with respect to the existing 14-inch line shall be deemed abandoned, and the City shall have a permanent easement, prepared by the City Attorney, to maintain, repair, and replace the newly-constructed and realigned water line in its then-current location and orientation. In the event Caledonia shall not be the record owner of the Property at the time such improvements described in this Section (4) are to be

constructed, Caledonia shall secure such consents, approvals and easements from third parties as may be necessary to construct such improvements.

86% (eighty-six percent) of the cost of such waterline engineering, repair and replacement, currently estimated at a maximum of \$155,000 (one-hundred and fifty-five thousand USD) shall be deemed a necessary repair of the existing waterline and is not part of the City's development support for Caledonia. The balance of 14% (fourteen percent) of the total improvement, currently estimated at \$21,7000 (twenty-one thousand, seven-hundred USD), shall be allocated and committed by the City as an improvement in support of Caledonia's development to be recovered by future water revenues from Caledonia.

- (5) Subject to Vermont Agency of Transportation approval of a public crossing, the City will accept as a donation from the current record owners a .95 acre land parcel directly to the northeast of the Property. Prior to the City's acceptance of such parcel, but coincident with or prior to Caledonia's acquisition of the Property, the City and the current record owners of such parcel will jointly inform the Vermont Agency of Transportation of the City's intention to upgrade and improve the crossing located on the railroad which constitutes the common boundary separating such 0.95 acre parcel from the Property. Such crossing and the improvements to be constructed thereon shall be owned by the City and shall be included in its comprehensive general liability insurance coverage. Upon acceptance of the subject parcel by the City, the City shall, at its own expense, design, construct and maintain, and assume the full cost of a public road and rail crossing extending from Barre Street to the Property. Upon conclusion of the construction of improvements on the Property, and the same having been placed in

service, the City shall complete construction of the road as a two-lane, paved road, with all necessary signs and markings, which allows for two-way traffic to enter and exit the Property, capable of supporting large vehicles such as tour buses, snow plows, and semi-tractor trailers. This final construction shall include all required safety devices for the rail crossing referred to in this Section (5). The City and Caledonia will work cooperatively to create a future connection from a proposed bike path to the Property. The cost of utility infrastructure realignment or relocation necessitated by the City's construction of the improvements referred to in this Section (5), specifically any electric power poles, or fire hydrants, shall be borne by the City. The City shall coordinate with Caledonia and its contracted engineers to ensure timely completion of this work. The City shall grant Caledonia any necessary easements to construct any signage for improvements to be constructed on the Property by Caledonia, subject to state and local signage regulations.

A total of \$300,000 (three-hundred thousand USD) shall be allocated and committed by the City for the road and rail crossing construction as an improvement in support of Caledonia's development. Any amount of the committed total of \$300,000 not expended for the road and rail crossing construction shall be made available, if needed, for other improvements that are part of this Agreement. \$100,000 will come from Community Development economic development funds, \$50,000 will come from capital improvement funds for road construction and the balance will come from the City's fund balance. Funding will be recovered through future revenues generated from taxes and assessments levied on the Property and the improvements to be constructed thereon.

- (6) Caledonia will convey to the City an easement for a public turnaround of suitable dimensions and location to enable snowplows and other municipal or general public

vehicles to circulate on the Property and utilize the public turnaround. Caledonia will provide the City a permanent easement for a public river access. Caledonia will not gate the Property in order to allow vehicles to circulate within the public turnaround easement and to allow use of the river access easement.

- (7) Caledonia, at its own expense, shall design and construct such apparatus, mains and lines as may be necessary to connect improvements to be constructed on the Property to City's sewage collection and treatment system. For its part, City hereby grants Caledonia an easement over, along and under lands in which it possesses an interest for the purpose of constructing such improvements. The City shall endeavor to secure such easements, confirmatory conveyances, releases and consents as may be needed to establish its ownership and control of the sewer line which currently or in the future extends easterly from Granite Street along Granite Shed Lane to the westerly boundary of the Property. The sewer main shall be defined as a point where two or more services are connected to a common line.

A total of \$40,000 (forty-thousand USD) shall be allocated and committed by the City from the sewer fund for such municipal sewer design and construction as an improvement in support of Caledonia's development. Any amount of the committed total of \$40,000 not expended for the municipal sewer design and construction shall be made available, if needed, for other improvements that are part of this Agreement.

- (8) The cost of study, planning and construction, of any necessary on-site, or site-adjacent, wastewater pre-treatment facility or system shall be borne by the City. The City and Caledonia will jointly select the contractor. The City shall commit and provide \$5,000 (five-thousand USD) from the sewer fund to Caledonia for the purposes of

researching the best design based on the site-conditions and outflow data from Caledonia's current and anticipated operations.

Exclusive of the \$5,000 committed by the City for research, a total of \$100,000 (one-hundred thousand USD) from the sewer fund shall be allocated and committed by the City for the design and construction of such wastewater pre-treatment as an improvement in support of Caledonia's development. Any amount of the committed total of \$100,000 not expended for the design and construction of the wastewater pre-treatment shall be made available, if needed, for other improvements that are part of this Agreement. Funds will be recovered through future sewer payments by Caledonia.

- (9) For water services which the City furnishes to the Property, Caledonia shall be charged rates equal to those charged to comparable volume-discounted rate users. For sewer services which the City furnishes to the Property, Caledonia shall be charged rates equal to those charged to comparable volume-discounted rate users, provided, however, that sewage disposal charges may be adjusted to accommodate Caledonia's BOD, pH, TSS, phosphorus, ammonia levels and manufacturing chemicals unless pre-treatment is installed to adjust these levels at or near residential waste streams.
- (10) Subject to approval by the City Council in conformance with City's June 25, 2003 Tax Stabilization Policy, for property tax purposes the Property's valuation shall be fixed for ten years commencing on the first day of April in the year following the date the improvements to be constructed on the Property are first placed into service, such valuation to be fifty percent (50%) of the appraisal value of the Property and all improvements thereon at the commencement of such stabilization period.

Additionally, subject to referendum approval and subsequent approval by the City Council, for business personal property taxes levied by the City the valuation of all business personal property shall be fixed for ten years commencing on the first day of April in the year following the date that the entirety of the business personal property is first placed into service, such valuation to be fifty percent (50%) of the then appraised value of the business personal property.

(11) Caledonia agrees to provide City bike path and recreation pedestrian easements, or licenses at no cost to the City, across the Property in one or more locations which do not in the judgment of Caledonia, interfere with, impede or burden Caledonia's use of the Property. Grants of recreational and pedestrian easements from Caledonia and other adjoining property owners to the City will provide an exception and reservation for the City to install, maintain, repair and replace its sewer service line.

(12) Caledonia agrees that the City will be granted such temporary and permanent easements on the westerly side of the Property as may be necessary to construct, maintain and repair drainage improvements; provided, however, that such improvements, or the construction and maintenance thereof, do not, in the judgment of Caledonia, interfere with, impede or burden Caledonia's use of the Property. Said drainage improvements will be developed as part of the City's Shared Use Path Extension project as shown on project plan ROW Layout Sheet 2 dated 2/23/2017. Construction of the drainage improvements are to be undertaken by Caledonia in conjunction with the construction of other improvements upon the Property. The City agrees to accept a request for reimbursement for actual verifiable construction costs upon certification by the City that the completed work was undertaken in accordance with the Shared Use Path plans and specifications. Said reimbursement in full shall be made within 15 business days following receipt of the

reimbursement request and completed work certification. Upon completion of such drainage improvements and their formal acceptance by the City, the City shall have a permanent easement to maintain, repair and replace the same. The City has requested and Caledonia herein agrees to undertake said drainage improvements to facilitate appropriate and necessary coordination of planned site development work for the purpose of avoiding potential disruption of the Property and the operations of Caledonia if the drainage work was to be constructed independently or after site development work was completed.

(13) In the event that Caledonia or its successors ceases doing substantial business on the Property before estimated taxes, charges or fees are collected which fully recoup the city's actual costs for the water line portion, pre-treatment and sewer line connection (currently estimated at \$166,700), the City may file a lien on the property for the balance of those funds. For the purposes of this agreement all future taxes, charges and fees will be credited against these expenses first.

(14) The parties acknowledge that the implementation of this Agreement on the part of the City, with particular reference to Section 10, is expressly conditioned upon approval and ratification of the Montpelier City Council.

(15) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successor and assign.

Executed on behalf of the City of Montpelier this ____ day of July, 2017

ATTEST:

William Fraser
City Manager

John Odum

City Clerk

Executed on behalf of Caledonia Spirits, Inc., this ____ day of July, 2017

Secretary

Ryan Christiansen
President

CITY OF MONTPELIER
TAX STABILIZATION POLICY
Adopted June 25, 2003

Purpose: The City Council, as authorized by Title 24, Chapter 75 Section 2741 of the Vermont Statutes and by votes of the City in 1980 and 2001, may enter into a tax stabilization contract with the owner(s) of industrial or commercial properties in order to promote growth and development that advances the city's goals and priorities, which include creating job opportunities, expanding the Montpelier Grand List, promoting housing and enhancing public safety.

1. **Granting of Tax Stabilization:** The granting of tax stabilization is the sole discretion of the City Council. The City Council may enter into tax stabilization contracts with owners of industrial and commercial real property to discount the property's value on the Montpelier Grand List by one-third (1/3) to one-half (1/2) for new industrial and commercial real property or for additions and renovations to existing industrial or commercial real property.

2. **Conditions:** Tax stabilization contracts are available for industrial and commercial projects subject to the following conditions:

a. Tax stabilization contracts shall have a term of no more than ten (10) years, effective at the beginning of the city's fiscal year following the date of approval of the contract.

b. The discount on the property value shall be for no more than one-half (50%) of the value of a new construction project or an additions/renovations project that would otherwise take effect in the year the contract is approved.

c. A proposed tax stabilization contract shall be the subject of two public hearings before the City Council prior to a final vote on the contract's acceptability.

d. Any discounted property value established by a tax stabilization contract shall be recalculated at the contract ratio in the event of a general property reappraisal and the discounted value will continue until the term of the contract is completed.

e. In an application for tax stabilization, the property owner(s) bears the burden of demonstrating how the project will meet the qualifying criteria of this policy. However, for projects that are desirable and are believed to meet the criteria for tax stabilization, the City Council may

extend an invitation to the property owner(s) to enter into a tax stabilization contract.

f. Applications for tax stabilization should be made after approval of a zoning permit or other permits from the Development Review Board but prior to the issuance of a building permit. The property owner(s) is at risk of being refused tax stabilization, irrespective of the merits of the project, if the application for tax stabilization is filed after the building permit is requested.

5. **Compliance:**

a. A tax stabilization contract shall include any and all terms necessary to assure the City of the benefits which are the basis of the decision to grant tax stabilization to the project. In the case of a failure to carry out the terms of the contract, the City may terminate the contract and/or recapture the taxes for periods during which there was a breach of the terms, seek specific performance, and impose any other remedies which may be available under the terms of the contract or by operation of law.

b. Property owners who enter into tax stabilization contracts shall provide annual compliance statements documenting that all provisions of their tax stabilization contract are being met. Such compliance statements will be due by the anniversary date of the contract and will be reviewed by the city to assure that all criteria are maintained throughout the duration of the contract. Failure of the property owner(s) to provide compliance statements may be grounds for the City Council to terminate the tax stabilization contract..

6. **Municipal Taxes Only:** Tax stabilization awards shall be made consistent with the provisions of 24 VSA Chapter 75 Section 2741 and shall be only for the municipal portion of property taxes. Applicants who seek tax stabilization for education property taxes must do so through the Vermont Economic Progress Council.

7. **Findings of Fact:** Before approving a tax stabilization contract, the City Council shall make specific findings of fact on which to base the general findings that the project meets each of the required eligibility criteria set forth in this policy.

8. **Benefit Levels:** Tax Stabilization awards shall fall within four benefit levels.

Level One – A reduction in property value of one-third (1/3) for up to three (3) years.

Level Two – A range of awards which include:
A reduction in property value of one-third (1/3) for four (4) years.
A reduction in property value of one-half (1/2) for three (3) years.
A reduction in property value of one-third (1/3) for five (5) years.
A reduction in property value of one-half (1/2) for four (4) years.
A reduction in property value of one-third (1/3) for six (6) years.
A reduction in property value of one-third (1/3) for seven (7) years.

Level Three - A range of awards which include but are not limited to:
A reduction in property value of one-half (1/2) for five (5) years.
A reduction in property value of one-third (1/3) for eight (8) years.
A reduction in property value of one-half (1/2) for six (6) years.
A reduction in property value of one-third (1/3) for nine (9) years.
A reduction in property value of one-third (1/3) for ten (10) years.
A reduction in property value of one-half (1/2) for seven (7) years.

Level Four - A range of awards which include but are not limited to:
A reduction in property value of one-half (1/2) for eight (8) years.
A reduction in property value of one-half (1/2) for nine (9) years.
A reduction in property value of one-half (1/2) for ten (10) years.

7. **Criteria for Level One:** To be considered for Level One Benefits of tax stabilization, the project must meet ALL of the following criteria:

- a. At the beginning of the contract term the real property additions and/or renovations will
 - i) be assessed at \$250,000 or more; or
 - ii) be assessed at \$50,000 or more for businesses with 25 or fewer full-time employees or with \$2 million or less in annual gross sales.
- b. The development is consistent with the City of Montpelier Master Plan in effect at the time the application is made and that the project has received Development Review Board approval (if required) and all other necessary permits not including the building permit.
- c. No part of the completed project, which shall include the entire value of the real property and any improvements thereon, will be exempt from City taxes during the term of the contract and thereafter for a period

equal to the contract term, other than property value discount granted under the tax stabilization contract.

d. The real property additions and/or renovations to receive tax stabilization must include commercial and/or residential sprinklers approved by the Montpelier Fire Chief and the Vermont Department of Labor and Industry (if applicable).

e. The project will not result in a net decrease in the number of residential units within the designated downtown. However, this standard may be waived by the City Council if the Council makes an affirmative finding that the project results in exceptional public benefits which outweigh the public need for the housing units being removed or the Council affirmatively finds that the applicant has provided for comparable housing units elsewhere within the city.

f. The project can demonstrate to the satisfaction of the City Council that, but for tax stabilization, it would not choose to locate or expand in Montpelier.

g. The project can demonstrate to the satisfaction of the City Council that, net of tax stabilization and all foreseeable tax impacts, it will provide a positive property tax benefit to the City.

8. **Criteria for Level Two:** To be considered for Level Two benefits, the project must the requirements of paragraph 7 above and at least ONE of the following criteria:

a. The project can demonstrate to the satisfaction of the City Council that the project will positively affect in a significant way the number of employment opportunities in Montpelier.

b. The property owner(s) will deed to the City certain rights in real property which could otherwise be acquired only by outright purchase or eminent domain to promote the achievement of a specific policy or objective set out in the City Master Plan, including easements for riverfront walkways and parks, pocket parks, recreations trails and conservation easements that protect or create the following: key natural features, open space, greenways, specimen trees, etc. This provision shall apply only to acquisitions for which there is no reasonable or practicable alternative.

c. The project will meet certain exceptional, enhanced aesthetic standards not otherwise required by law or the City Master Plan, such as replacement of existing above-ground power lines, preservation or creation of public views and vistas, maintaining or enhancing the historic authenticity of an existing building or unusual landscaping effects.

d. The project will include a unique and significant public amenity specifically referenced in the Montpelier Master Plan or in the Capital District Master Plan which will relieve the City of a significant cost which it would otherwise incur.

9. **Criteria for Level Three:** To be considered for Level Three Benefits, the project must meet the requirements of Level Two benefits and at least TWO of the following criteria:

a. The project will result in a net increase in residential units within the city.

b. At the commencement of the contract term the real property additions and/or renovations will be assessed at \$500,000 or more.

c. Throughout the life of the tax stabilization contract, the project will result in a net increase of 25 full time equivalent jobs which pay at least a livable wage for a single person (as calculated by the State of Vermont Joint Fiscal Office) throughout the life of the contract.

d. The project must be located within the boundaries of the designated downtown as approved by the Vermont Downtown Development Board or within an industrial or office park zoning district,

10. **Criteria for Level Four:** To be considered for Level Four Benefits, the project must meet the requirements of Level Two benefits and at least THREE of the options provided in paragraph 9 above.

11. **Recapture:** Where a project is subject to the recapture of taxes not paid because of a tax stabilization contract, the amount due shall be the total amount of the tax which would have been due if no tax stabilization contract had been in force plus interest from the date at which the tax would have been due. The property shall be subject to a tax lien for all unpaid amounts due under this provision.

12. **Transfer:** The tax stabilization contract shall be transferred to the new owner of any property subject to such contract. Failure to transfer the contract shall be subject to recapture of the full tax amounts or discontinuation of the tax stabilization contract.

13. Definitions:

a. Industrial real property is broadly defined as property used for the manufacturing (production or processing) of goods and commodities.

b. Commercial real property is broadly defined as property used for buying, selling and/or exchange of goods and commodities or the provision of services. Examples of commercial uses include, but are not limited to retail stores, warehousing, wholesaling, restaurants, hotels, offices and commercial apartments.

c. The value of real property additions and/or renovations shall be calculated by comparing the assessed value of the property after improvement with the assessed value immediately before the improvement or the assessed value at the time of purchase, whichever is the greater. The difference is the amount of the real property addition and/or renovation.

05/14/03 wjf



CITY COUNCIL Agenda Item #17-255

Date: August 23, 2017

Consent ☐ Discussion ☒

SUBJECT: Continuation of the review of the matrices of the Unified Development Regulations (also known as the zoning bylaws).

SUBMITTING DEPARTMENT: Planning & Community Development

RECOMMENDED ACTION: The council should be prepared to ask questions of the Director and take comment from the public. The Council may, if they choose, vote to make any changes to the bylaws they deem appropriate within limits of state law.

RELATED COUNCIL GOAL/PRIOR ACTION: Support and promote a vibrant downtown; Alleviate parking pressures in Montpelier to maintain a vibrant downtown; Create a hospitable environment for housing development and grand list growth; Create a hospitable environment for housing development and grand list growth.

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Title 24 Chapter 117 lays out the requirements for the development and adoption of land use regulations.

BACKGROUND INFORMATION: This will be the eighth meeting to discuss zoning by the Council and for them to take public comments. The Planning Director has completed his presentation of the draft and has provided a matrix of comments that have been received. The council has started and will now continue to review comments and make decisions.

SUPPORTING DOCUMENTS: The most up to date matrix can be found at:
<http://www.montpelier-vt.org/947/Public-Comment-Matrices>

INTERESTED PARTIES: Planning Commission, Housing Task Force, Conservation Commission, and MEAC.

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman".



CITY COUNCIL Agenda Item #17-256

Date: August 23, 2017

Consent ___ **Discussion** X **Time Sensitive** ___

SUBJECT: Monthly Goals Update - Housing

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Review report. Discussion as needed.

RELATED COUNCIL GOAL/PRIOR ACTION: Goals document

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: None

BACKGROUND INFORMATION: The Council adopted goals, policies and priorities on July 27, 2017. Each month the Council will focus on one goal and receive information on all goals and activities.

SUPPORTING DOCUMENTS: Summary of housing goal, progress report on all goals, update on activity calendar.

INTERESTED PARTIES: City Council, Staff

CITY MANAGER'S APPROVAL:

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



America's Small Town Capital

Mayor John Hollar

William Fraser,
City Manager

City Council Members:

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

Sue Allen,
Assistant City Manager

MEMORANDUM

To: Mayor Hollar & City Council Members
From: William Fraser, City Manager
Re: Goal Update: Maintain Excellent Services
Date: August 23, 2017

This is the first of our monthly updates on the newly adopted goals. Specific action items will appear on agendas throughout the year but reviews of overall goal categories will also be included. The current schedule is as follows:

August: Housing
September: Economic Development
October: Quality of Life
November: Public Safety
December: Affordability
January: Infrastructure
February: Good Government
March: Environment
April: Adopt new goals

The topic for this month is E: Housing. An excerpt from the Overall Goals document is color coded to denote progress. The overall work calendar, also color coded, is included as well. I've also included the overall goals document with color coding.

Color Code – **Bold** = completed. **Green** = proceeding as planned **Yellow** = proceeding but slower than planned. **Red** = Started but not proceeding well. **Purple** = Not started yet.

Summary: Housing, in general, has been an area of positive activity for the city. 18 units in French Block will be under construction this fall. We have signed an option agreement for 30 units at One Taylor Street. 6 units are under construction on Barre Street. A 25 unit project has applied for permits on upper Main Street.

Specific activities listed in the goals document which have occurred or are recurring include: facilitating discussions between Sabins Pasture landowner and potential developers, drafting a housing plan for the Master Plan. Sprinkler ordinance review is scheduled for September 13th. Zoning ordinance discussions which have a large impact on housing development are continuing with the City Council.

Consideration of a rental fee/inspection program will be done during the budget process. Reviewing rehab programs for existing housing is currently planned for February.

Housing	Facilitate Housing projects	Continue support of One Taylor Street, French Block and other housing projects currently being discussed and/or planned.	Continue project assistance as needed; keep Council well-briefed moving forward.
		Support work with landowner on Sabins Pasture development plan	Help facilitate discussions with potential developers and land owners, neighbors, etc.
	Promote varieties of housing opportunities	Complete housing strategic plan	Included in the Master Plan
		Improve quality of rental housing	Discuss fee to expand inspection program, to ensure safer and healthier rental options.
		Address barriers to housing	Review sprinkler ordinance
			Review rehab programs for existing housing (this is a resource issue/CDBG?)
			Enact regulations and policies which support housing development

2017-2018 City Council Goals



Reference Letter	Policy Goal	Key Strategies	FY18 Focus	FY18 Actions	Future Actions	Lead Agency	Future Resources Needed	Anticipated Council Review/Update	Deliverables
A	Affordability	Adopt budget within resources available	Set funding levels and priorities	Early discussion about budget	Budget projections presentation	Finance	Workshop	Sept. 27, 2017	Establish budget process Budget projections presented
			Review Personnel Costs	Negotiate fair but contained collective bargaining agreements Update staff/salary study	Continue negotiations Report on current staffing, ideas to bring number below 100	City Manager, Finance City Manager, Finance		Oct. 2017 Sept. 27, 2017 Part of budget discussion	Update Council on Police negotiations Suggestions to Council on Potential of cutting staff below 100
			Continue to seek efficiencies and savings	Secure grants; improve energy efficiency in city facilities.	Progress Reports to Council	All Depts.		On-going, starting in Dec. 2017	Updates to Council outlining Specific progress improving Efficiency in city buildings
		Keep tax rates and user fees sustainable	Establish long term sustainability target	Develop a 3-5 year budget plan	Agenda item for Council	City Manager Finance Council	time	Oct. 2017	Staff will update existing 5-year plan for Council discussion, with additional needed information.
		Seek new revenue sources	Decide whether to pursue local sales tax	Compile data on sales tax and a recommended plan for decision making; include outside input (chamber of commerce)	Report on data, potential process	City Manager		Oct. 11, 2017	Present local sales tax info And options to Council; Discuss tax options/action.



2017-2018 City Council Goals

Reference Letter	Policy Goal	Key Strategies	FY18 Focus	FY18 Actions	Future Actions	Lead Agency	Future Resources Needed	Anticipated Council Review/Update	Deliverables
B	Good Governance	Strengthen high performing organization	Promote Leadership Values and Philosophy	Continue Staff leadership team model, encourage training, Council provides regular feedback to staff through City Manager.		City Manager, Council	None	Begin immediately, on-going	Document and report on staff training participation; Council is comfortable providing staff feedback.
		Maintain excellent public communications	Improve outreach	Improve website, Facebook and other social media; develop specific communications strategy for major projects, and plan for city depts. to communicate with public/Council. Obtain updated survey data	Work with all departments and Council. Conduct updated National Citizen Survey	Asst. City Manager, Interested Council Members Asst. City Manager	No financial obligation, but increased staff time. Already underway. \$10,000, Contingent on FY 18 budget.	This has already begun: Web page improvements increased social media; but must be expanded. Oct. 25, 2017	Keep Council updated on changes, track Facebook and other social media interactions. Survey report to the Council. Discussion of next actions.
		Meet organizational needs	Update Personnel Plan	Meet to focus on personnel issues/concerns/ideas	Work with Pers. Plan committee	City Manager, HR	TBD	June 2018	Present Council with updated plan that suggests changes to ensure efficient, effective city government.
			Establishing a clearer, more directive evaluation process for city manager and Council	Create a formal process for both manager and council evaluation	Committee to draft proposed plan for Council approval	City Manager and 2 Council Members	None	Aug. 23, 2017	Evaluation process reported to Council; action taken
			Emphasize Employee Wellness	Continue wellness program	On-Going	Finance		On-going	Provide briefing for Council as desired.
			Implement asset management program	Provide status update and demonstration of the program to Council	Implementation of plan	DPW		Dec. 2017	Demonstration for Council



2017-2018 City Council Goals

Reference Letter	Policy Goal	Key Strategies	FY18 Focus	FY18 Actions	Future Actions	Lead Agency	Future Resources Needed	Anticipated Council Review/Update	Deliverables
C	Public Safety	Address Drug Issues proactively	Continue all efforts to educate the public and curb drug abuse in our community, including expanding Project Safe Catch; Integrate support programs throughout city government	Re-emphasize and publicize Safe Catch (using last year's # as a base); Convene a public forum to discuss problems/alternatives Provide staff training in recognition of drug abuse and referral to treatment programs.	Provides stats ie overdoses; expand programs for families of addicts. Increase needle drop-boxes.	MPD, Community Services, State's Attorney, others	TBD	Planning gets underway in Nov. 2017; drug forum held in the Spring.	Public forum is held; Council is regularly updated on drug-related stats.
		Maintain Emergency Preparedness	Prepare in advance for Events, Marches, Street Closures and Protests	Provide summary of costs and resources needed at public events. Discuss whether costs can be assessed to participants.	Consider fee for Corp. Cup; list these costs as budget line item; include in event cost list.	Finance,MPD MFD,DPW	TBD	Currently collecting event costs, and reporting to Council. Decision is part of budgeting work.	Council to decide if a fee or other charges are appropriate. Staff will recommend.
			Maintain resiliency from Natural disasters	Complete Flood Mitigation Plan	Receive and review plan from consultant	DPW Council	None, recommended action might require costs (dam control?)	Flood plan is underway; expected as early as Aug.	Council will be briefed on plan, staff will recommend any action; Council discussion and action
		Improve Public Safety Capacity	Make decision on participation in Regional Public Safety Authority	Negotiations continue with additional communities for dispatch	Council will be briefed on final recommendation; decision on Ceding authority	Council reps MPD, MFD,City Manager,City reps	Unclear, that will be part of CVPSA report	November 2017	Council has asked for specific information, including cost impacts, of plan.

2017-2018 City Council Goals



Reference Letter	Policy Goal	Key Strategies	FY18 Focus	FY18 Actions	Future Actions	Lead Agency	Future Resources Needed	Anticipated Council Review/Update	Deliverables
C (CONT.)	Public Safety		Update Continuity of Operations Plan (COOP) and conduct training on Plan.	Continue joint training with neighboring communities	Conduct Preparedness drill with Council	MPD, MFD, EMS	None		Safety plan and active drill for Council; staff
			Continue Paramedic program	Hire qualified paramedic staff as opportunities occur	Explore funding opportunities for training	Fire	Trans Funds	On-going	Update Council during budget discussions.
		Use Restorative Justice practices	Continue ordinance review and changes	Incorporate restorative justice language into ordinances and policies as opportunities arise.	Review all ordinance proposals	CJC, Manager, Council	N/A	On-going	Complete review, make language changes
		Maintain Safe facilities	Improve crosswalk safety Identify cooling and warming centers for extreme temperature conditions Expand E-911 compliance	Provide information on options and implement selected plan, enforce crosswalk parking Identify public locations where people can seek relief E911 sub-committee will research resources needed; brief full Council	Staff will make proposal for Council discussion and action Work with public/private groups to develop plan and publicize Develop a plan for expanding E911 compliance	DPW Council's MTIC MPD Community Service, MPD, With partners Planning, Small Council group	Unclear, that will be part of budget work and the proposal. No cost anticipated; services exist No cost anticipated; work already underway	Nov. 2017 Nov 2017 Subcommittee has been appointed. Report due by Nov. 1, 2017	Work is already started, but Council will be updated Present plan to Council, actively publicize centers Brief Council on suggested action to increase E911 compliance



2017-2018 City Council Goals

Reference Letter	Policy Goal	Key Strategies	FY18 Focus	FY18 Actions	Future Actions	Lead Agency	Future Resources Needed	Anticipated Council Review/Update	Deliverables
D	Economic Development	Enact responsible growth policies	Adopt and implement zoning	Conduct hearings, make final changes and adopt	Council and Public Hearings	Planning Council		On-going	Council approval of zoning report
			Implement EDSP	Work with MDC Approve MOU with MDC Provide funding as per EDSP	MOU presented, being reviewed	MDC, City Manager, Council	\$100,000 /yr for 5 years		Update Council Part of Council's budget work
			Master Plan	Decision on deadline Planning Commission to begin work Consider Net Zero finalist concepts	Need decision on deadline	Planning Council		July 26, 2017	Council sets process
			Develop internal toolkit and policies to increase capacity to support development	Create policy on infrastructure needs for development for council consideration Formalize internal revolving loan fund Recommendation on TIF implementation	Create policy Presentation on July 26	City Manager Planning MDC City Manager	 \$20,000 initially, another \$30,000 if move forward, plus application and consultant fees	June 2018 July 26, 2017 proceed with consultant	For budget discussion Council kept updated on TIF plans, action might eventually be required
		Facilitate Economic Development opportunities	Support Existing businesses	NECI River St and Berlin St. area Community promotion Use DID	On-going	MDC Mont. Alive City Manager	Montpelier Alive	On-going	Council will be updated on a timely basis of progress/issues
			Provide support, coordination, review, contract assistance, communication to potential commercial projects	Mowatt Capitol Plaza Caledonia Spirits Actively recruiting new projects	On-Going	City Manager, MDC	Cost included in various Taylor Street pieces	Hoping to close Mowatt by end of August, working with Cap Plaza, Cal Spirits deals near completion. Will update Council	Keep Council up to date on progress.



2017-2018 City Council Goals

Reference Letter	Policy Goal	Key Strategies	FY18 Focus	FY18 Actions	Future Actions	Lead Agency	Future Resources Needed	Anticipated Council Review/Update	Deliverables
E	Housing	Facilitate Housing projects	Continue support of One Taylor Street, French Block and other housing projects currently being discussed and/or planned.	Continue project assistance as needed; keep Council well-briefed moving forward.		City Manager, DPW, Planning, Partners including DEW, Downstreet	We are investing staff time, contracts break out costs. Vary on projects.	Pieces of the various projects might require Council approval; staff will provide information and keep Council informed.	Progress on project Update Council
			Support work with landowner on Sabins Pasture development plan	Help facilitate discussions with potential developers and land owners, neighbors, etc.	Meet with landowner, set up meetings with interested developers	City Manager MDC DPW	N/A	This is already underway. City Manager will keep the Council informed going forward. Hoping for solid progress by July 2018	Progress on project Update Council
		Promote varieties of housing opportunities	Complete housing strategic plan	Included in the Master Plan	Write Plan	Planning Housing Task Force	N/A	On-going	Complete and Council approval of plan
			Improve quality of rental housing	Discuss fee to expand inspection program, to ensure safer and healthier rental options.		Planning Housing Task Force	Expense would be determined, possibly ½-time inspector, funded with appropriate fee	Part of budget work that is scheduled to begin on Sept. 27, 2017	Decision by Council on whether to add and inspector, or improve process in another way.
			Address barriers to housing	Review sprinkler ordinance	Staff will review ordinance, make recommendation to Council	Fire; Planning	Cost impacts, if any, will be included in staff recommendation	September 2017	Council will consider and act on any staff recommendation.
				Review rehab programs for existing housing (this is a resource issue/CDBG?)		Planning Housing Task Force	Costs TBD	February 2018	Recommendation will be presented to the Council for action.
				Enact regulations and policies which support housing development	This is a key piece of zoning discussions	Council Planning		On-going	Council approval of zoning changes.



2017-2018 City Council Goals

Reference Letter	Policy Goal	Key Strategies	FY18 Focus	FY18 Actions	Future Actions	Lead Agency	Future Resources Needed	Anticipated Council Review/Update	Deliverables
F	Quality of Life	Improve downtown infrastructure	One Taylor St	Right of Way obtained Final design of path and building Architectural and construction documents executed Option agreement signed/housing	Include action on Mowatt property, architectural design completion, etc.	City Manager Planning DPW		On-Going	City Manager will keep the Council updated on progress of this important project.
			Taylor St reconstruction and water quality improvements	Complete Project	This work is progressing	DPW	TBD	On-Going	Update Council
			Downtown Paving Project	Complete Project	On-Going	DPW		On-Going	Update Council
		Improve Parking	Complete Parking Plan	Plan to be integrated into Master Plan Look at city staff parking benefit Understand parking needs as related to development Feasibility analysis on rail initiative	Council members are meeting on this issue, and will look at parking issues in details.	City Manager Planning Council members	Bond Or Revised Capital Plan	Oct. 11, 2017 Run ads in paper two months prior	Council subcommittee reports progress/decisions? To full Council. Council will decide how to proceed.
			Continue DID	Review and approve DID budget		Council Mont. Alive		Due on Sept. 13, 2017	This will be part of budget discussion.
		Provide Financial and Logistic Support for downtown	Fund Montpelier Alive	Review in budget	Part of budget work, which begins in Sept.	Council, Mont. Alive		Budget work begins Sept. 27, 2017	Decision by Council on funding Mont. Alive
			Complete Art Master Plan	Complete and approve design Identify funding sources		Planning Montpelier Alive			Report to Council
		Enhance Sense of Place	Wayfinding Sign Plan	Complete and approve design Identify funding sources	Mont. Alive is working on this; will update council	Mont. Alive; DPW	N/A	Oct. 2017	Report to Council on status.
			Institutionalize Parklet program	Adopt parklet ordinance	Council Action	City Manager	N/A	Aug. 23, 2017 – moved to October	Ordinance approved
		Develop a Healthy and Welcoming Community	Continue with pedestrian and bicycling initiatives	Implement Montpelier in Motion Plan, Complete Streets Plan Consider multi-use trail options	This work is on-going; Council will be kept up to speed.	Parks MTIC/REC	N/A	This is in process; Council will be briefed as this progresses.	Council will be briefed, action sought as needed, and appropriate plans implemented



2017-2018 City Council Goals

Reference Letter	Policy Goal	Key Strategies	FY18 Focus	FY18 Actions	Future Actions	Lead Agency	Future Resources Needed	Anticipated Council Review/Update	Deliverables
F (CONT.)	Quality of Life		Accessible programs	Ensure Community Services programs are available to all ages, incomes and abilities	Staff will review scholarship/income issues, etc., to identify barriers.	Community Services	Review costs	Nov. 2017	Provide an update to Council of any barriers identified; action recommended.
				Complete ADA Transition Plan	Staff and ADA committee working toward compliance.	DPW City Manager ADA Committee	Funds earmarked for compliance	On-going	Regular updates on progress presented to Council.
				Consider gender neutral bathrooms in city buildings	Staff will research best practices; current status of buildings	Facilities Council	TBD	August 23, 2017	Report findings and recommendations to Council for approval
			Promote open space	Adopt Open Space Master Plan	Council needs to be briefed on plan	Conservation Commission	Costs, if any, will be included in plan		Council will be asked to discuss and act on plan.
				Adopt Official Map	Council needs briefing	Planning/ Planning Commission	N/A	2018	Act on Official Map
				Incremental improvement of Blanchard Park	Staff to prepare plan	Parks MPD	Costs will be part of plan	On-going	Report plan to Council; approval
				Create management plan for Stonewall Meadows Park	Staff to prepare plan	Parks	Part of plan	On-going	Report plan to Council; approval
			Address dog concerns in a balanced manner	Consider revised ordinance	For Council agenda	City Manager Parks	N/A	August 23, 2017	Ordinance Action
				Consider creation of dog parks	Prepare plan, seek public input	Rec Parks	Cost will be included in plan	April 2018	Make a recommendation to Council



2017-2018 City Council Goals

Reference Letter	Policy Goal	Key Strategies	FY18 Focus	FY18 Actions	Future Actions	Lead Agency	Future Resources Needed	Anticipated Council Review/Update	Deliverables
G	Infrastructure	Complete Current Major Projects	One Taylor St Taylor St. Reconstruction Shared Use Path (Winooski East Extension) Downtown repaving Northfield Street	On-Going	Construction 2018 2017-18 2018 2017 2017-18				City Manager will keep the Council updated on progress and changes to any projects in a timely manner.
		Fund/Implement CIP Maintenance	Complete projects Reference CIP plan with dates Full funding in budget	Review plan for sufficiency of funding for future needs	Bring streets to 70 PCI Update Council	CIP DPW	Funded CIP (update PCI index)	2019	Agenda item for Council
			Implement adopted water/sewer plan Implement equipment plan	Review plans for sufficiency of funding for future needs	Staff will review needs/funding/options	DPW CIP Council	TBD	Part of budget work to begin in Sept. 2017 On-going	Budget
		Consider new projects/initiatives	Establish process for project approval	Draft a project development plan		City Manager		May 2018	Present to council for discussion/approval.
			Determine future of Rec Center/ Community Center possibilities	Feasibility Study; Identify partners, gauge community support	CIP to consider RFP proposal	Community Services Planning	\$40,000 CIP request	July 2017 for RFP; longer timeline for study and eventual report to Council	Issue RFP for study, keep Council informed
		Address Facility needs in a coordinated manner	Consider facility maintenance and operational needs	Maintain buildings	Update on facilities manager position	City Manager DPW	\$25,000 (manager's cost)	Maintenance is on-going Update Council in Dec. 2017	Update Council on maintenance, Council discussion of facilities manager position.
		Ensure that District Heat Montpelier is financially sound	Pursue new customers	Unitarian Church Capitol Plaza TD Bank	Grant funding MEAC	MEAC Council	N/A	This is already underway; Update council in Dec. 2017	Keep Council informed



2017-2018 City Council Goals

Reference Letter	Policy Goal	Key Strategies	FY18 Focus	FY18 Actions	Future Actions	Lead Agency	Future Resources Needed	Anticipated Council Review/Update	Deliverables
H	Environment	Move toward Net Zero	Continue progress with Municipal efforts	Track and report energy use Use revolving loan fund	MEAC report to Council; RFP issued to assess municipal building efficiency	Finance MEAC	Assessment will clarify what funds might be needed	Spring 2018	Council update; might have action item to expand efficiency work
		Provide Effective Storm Water management	Implement Stormwater Master Plan Continue focus on storm water management	Create a working group to implement Stormwater Master Plan and consider policy for private property Complete low cost/high impact recommendations Consider long term funding (utility?)	Review permit requirements in 2018	Council, DPW Conserv. Commission, CJC (support) CIP	Grants?	March 2018	Report progress to Council. Outline any action required.
		Assure Clean rivers and waterways	Implement CSO rules	Identify needs, projects. Develop cost estimates. Complete roof drain study	Prepare for long-range control plan Recommend implementation plan	DPW DPW	Costs being developed Grant	March 2018 June 2018	Report to Council Study completed, implementation plan presented to Council for discussion.
		Be as Energy Efficient as possible	Implement efficiency practices	Consider fuel switching, track vehicle miles and usage, review possible acquisition of hybrid and electric vehicles for city, review city vehicle idling	Consider charger installation increase (part of parking plan?) Document miles, review issues, idling data	Finance Police	TBD	April 2018	Update Council with data and information collected on transportation efficiency opportunities.
		Provide Clean Drinking water	Limit risk related to water source	Charter Change – continue with negotiation process	Discuss options going forward	DPW City Manager	Unclear	On-Going	Council action will be required
		Implement Greening America's Capitals	Evaluate concepts and selection for advancement	Taylor St reconstruction	Select next project; identify funding	Planning	TBD	May 2018	Present proposed 'next project' to Council.

City Council				
Calendar of Goal Initiatives				
MONTH	Ref.	Proposed Policy Goal	Proposed Action-Deliverable to Council	Lead
	Letter			
2017				
July	D	Adopt Implement Zoning & Master Plan	Make decision on timing of Master Plan/Zoning (DONE)	Mike
	D	TIF Implementation	Council to act on hiring TIF consultant (DONE)	Sue
	D	Implement EDSP	Approve MOU with MDC (DONE)	Bill
Aug.	B	Clearer evaluation process	Council reviews new evaluation proposal	Bill
	B	Promote Leadership values & Philosophy	Leadership team meeting to review model and strategies	Bill
	C	Improve Public Safety	Council safety briefing	Tony
	D	Adopt & Implement Zoning	Council to work through proposed ordinance	Mike
	D	Master Plan	Planning Staff to begin drafting	Mike
	F	Parklet Program	Council acts on ordinance – postponed to October	Bill
	F	Accessibility	Council considers proposal for gender neutral bathrooms in City buildings	Sue
	F	Dog Ordinance	Council to act on proposed ordinance	Bob
	G	Determine Future of Rec. Center	CIP will be asked to approve RFP for feasibility study	CS
	G	Address Facility Needs	Council decision on contract for WRRF upgrade	Tom
		Update on Economic Development Goal		
Sept.	A	Start budget work: Set funding levels	Establish budget process/projections; this will be on-going (include report on staffing levels, new revenue, efficiencies, etc.)	Todd/Bill
	B	Meet organizational needs	Update council on asset management program	Tom
	B	Improve outreach	Leadership team to review presentations and communication	Bill/Sue
	D	Adopt & Implement Zoning	Council to work through proposed ordinance	Mike
	D	Master Plan	Planning Commission to review draft	Mike
	E	Address barriers to housing	Council to review Sprinkler ordinance	Bob
	F	Parking Plan/Team Bridges	Subcommittee recommends decide how to proceed	Kevin
Oct.	A	Keep tax rates and fees sustainable	Staff will update current 5-year budget plan	Todd
	A	New revenue sources	Staff will present local tax options/Council action?	Todd
	C	Address drug issues proactively	Leadership team to plan staff training and support efforts	Bill/Sue
	D	TIF	Update Council on TIF process	Sue

	D	Adopt & Implement Zoning	Council to work through proposed ordinance	Mike
	D	Master Plan	Planning Commission to hold hearings	Mike
	F	Wayfinding Signs	Mont. Alive reports plan to Council	Ashley
	F	Parklet Program	Council acts on ordinance – postponed to October	Bill
Nov.	A	Adopt Budget with resources available	Staff to begin budget work	Todd
	C	Improve public safety capacity	Make decision on regional Public Safety Authority	Tony
	C	Crosswalk safety	Update council on progress improving crosswalks	Tom
	C	Warming and cooling shelter	Present plan to Council, begin publicizing	CS
	C	Expand E911 compliance	Brief Council on action to increase compliance	Mike/Audra
	D	Adopt & Implement Zoning	Council to complete work on proposed ordinance	Mike
	D	Master Plan	Planning commission completes work,, sends to Council, Council warns hearings on master plan	Mike
	F	Accessible programs	Council briefed on accessibility of city buildings/programs	Tom/CS ADA Comm
	G	Fund/Implement CIP/Maintenance Plans	Review plans for sufficiency	Tom/Bill CIP comm
Dec.	A	Energy efficiency savings	Update Council on progress with city buildings	Tom
	A	Adopt Budget with resources available	Council budget work sessions	Bill/Todd
	B	Improve Citizen Outreach	Council will consider National Citizen Survey proposal	Sue
	D	Adopt & Implement Zoning	Council holds first zoning hearing	Mike
	D	Master Plan	Council holds first Master Plan hearing	Mike
	G	District heat	Update Council on potential new customers	Bill
	G	Consider facility maintenance needs	Update Council on maintenance progress/facilities director position	Bill/Sue
	G	Implement CIP	Council reviews and approves CIP (incl W/S/SW) and Equipment plans	Tom/Todd Bill
	G	Consider new projects	Council makes decisions about WRRF, Rec Center and possible bonds	
2018				
Jan.				
	A	Adopt Budget with resources available	Council public hearings, adopt budget for ballot	Bill/Todd
	D	Adopt & Implement Zoning	Council holds final hearing and adopts zoning by Jan 8	Mike
	D	Master Plan	Council holds final hearing and adopts Master Plan	Mike
	F	Official Map	Council to act on adoption of Official Map	Mike
Feb.	E	Barriers to housing	Council will consider rehab of existing housing (\$)	Mike

	G	Establish process for project approval	Draft a City project development plan	Tom/Sue
March	H	Stormwater Masterplan/management	Working group reports progress to Council; outlines and action required. Update on CSO rules/controls.	Tom
	C	Maintain resiliency from Natural Disasters	Present Flood Mitigation Plan	Bill/Tom
	C	Update COOP and training	Conduct training, include Council	Bob
April	F	Dog Parks	Council to consider recommendation on dog parks	Geoff
	H	Track efficiency in city buildings	Brief Council, might have action item	Steve T.
	H	City Vehicle efficiency study	Presented to Council (electric vehicles?)	Tony
May	G	Establish process for project approval	Present to Council for discussion/action	Bill/Tom
	H	Select next Greening America project	Present project to Council	MEAC?
June	B	Meet City/staff organizational goals	Present updated personnel plan	Sue
	D	Increase capacity to support growth	Create policy on infrastructure needs for development	Bill/Mike MDC
	D	Increase development support	Formalize internal revolving loan fund	Bill/Todd
	H	Complete roof drain study	Implementation plan presented to Council	Tom
July	E	Sabins Pasture housing project	Solid progress by July 2018; brief Council	Mike
	G	Plan for future funding needs	Agenda item: Infrastructure needs/adequate funding	Tom/Todd
On-Going	B	Strengthen good government	Provide timely info to Council, improve staff skills	Bill
			Provide summary of event costs, consider fees	Todd
			Incorporate restorative justice into ordinances/policies	Yvonne
	F	Develop welcoming community	Consider multi-use trails	Geoff
	D	Implement EDSP	Work cooperatively with MDC	Bill
	D	Facilitate Economic Development	Support existing businesses	Bill/Sue Mike
	D	Facilitate Economic Development	Provide support and assistance to potential commercial projects	Bill/Sue Mike/MDC
	C	Continue Paramedic Plan	Hire staff incrementally	Bob
	C	Update COOP	Continue joint training with neighboring communities	Bob
	B	Improve outreach	Improve website, social media use, communications plans for projects, etc.	Sue
	B	Meet organizational needs	Continue wellness program	Todd/Tanya

	F	Maintain vibrant neighborhoods	Enforce nuisance and junk ordinances	Chris L.
	G	Complete Current Projects	One Taylor, Taylor St, Bike Path, Downtown repaving, Northfield St.	Bill/Tom
	G	Complete Paving Projects	Bring Streets to 70 PCI average	Tom
	H	Environment: Assure clean waterways	Implement CSO rules, identify needs and projects	Tom



CITY COUNCIL Agenda Item #17-262

Date: August 23, 2017

Consent ___ Discussion X Time Sensitive ___

SUBJECT: City Council Meeting Security Briefing

SUBMITTING DEPARTMENT: Police

RECOMMENDED ACTION: Discussion to be held in executive session pursuant to Title 1 VSA ss. 313(a)(10)

RELATED COUNCIL GOAL/PRIOR ACTION: N/A

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: To be discussed.

SUPPORTING DOCUMENTS: N/A

INTERESTED PARTIES: City Council, City Manager, and City Clerk

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. J. [unclear]".

Proposed amendment to Dog Ordinance Amendment revision:

On the advice of the City's attorney, the committee recommends the following changes to the Ordinance amendment (Article II. Dog Control Ordinance) to remove any reference to restitution of damages as a result of a dog incident.

Sec. 8-201. Definitions

8. ~~"Victim Restitution" shall mean compensating for loss, damage or injury caused by a nuisance, at risk, or dangerous dog. Unless agreed to otherwise through a restorative justice process, the restitution amount will be set by the City to be the actual financial cost incurred by a victim as demonstrated with actual receipts, less the amount covered by insurance. Restitution is limited to such direct expenses as medical or veterinary bills and repair or replacement of property.~~

Sec. 8-208. PENALTIES FOR NUISANCE DOGS.

The penalties for violation of this section shall be as follows:

Penalties:

1st Offense in 12 month period Formal Warning

2nd Offense Completion of a restorative process with the Montpelier Community Justice Center ~~(to include any victim restitution agreed upon)~~. Completion to be certified by the MCJC. Failure to participate in or complete the restorative process is a fine of \$200 ~~plus the victim restitution amount.~~

3rd Offense Completion of a restorative process with the MCJC ~~(to include any victim restitution agreed upon)~~ and a \$200 fine ~~\$50.00~~. Completion to be certified by the MCJC. Failure to participate in or complete the restorative process is a fine of \$400. ~~plus the victim restitution amount.~~

4th and subsequent offense Referral to the Animal Control Committee for action.

Sec. 8-210. PENALTIES FOR AT RISK DOGS.

The penalties for violation of this section shall be as follows:

Penalties:

1st Offense Completion of a restorative process with the MCJC ~~(to include any victim restitution agreed upon)~~ and a \$50.00 fine. Completion to be certified by the MCJC. Failure to participate in or complete the restorative process is a fine of \$400. ~~\$350 plus the victim restitution amount.~~

2nd and subsequent offense Referral to the Animal Control Committee for action.