



Agenda for Regular City Council Meeting

City Council Chambers, City Hall
Wednesday, December 21, 2016
6:30 P.M.

- 1) Call to Order by the Mayor
- 2) 16-368. Review and Approve Agenda
- 3) 16-369. Consideration of the Consent Agenda:
 - a) Consideration of the Minutes from the December 14, 2016 City Council Meeting
 - b) Approve Audio/Video System for Montpelier Senior Activity Center
 - c) Payroll and Bills
- 4) 16-370. Appointment to the City's Energy Advisory Committee
- 5) 16-371. Continued Discussion Regarding Central Vermont Public Safety Authority
- 6) 16-372. Budget Presentation and Discussion
- 7) 16-373. Other Business
- 8) 16-374. Council Reports
- 9) 16-375. Mayor's Report
- 10) 16-376. City Clerk's Report
- 11) 16-377. City Manager's Report
- 12) *Adjournment*



**Addendum to Agenda
for
Regular City Council Meeting**

December 21, 2016

- 3) 16-369. Additional Item to Consent Agenda:
- d) Authorize City Manager to sign 49-year Lease and Addendum with Heney Trusts for 60 State Street Lot.



CITY COUNCIL Agenda Item #16-369(d)

Date: December 21, 2016

Consent _x_ Discussion **Time Sensitive
(outlined below)**

SUBJECT: 60 State Street Lease

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Authorize City Manager to sign 49-year Lease and Addendum with Heney Trusts for 60 State Street Lot.

RELATED COUNCIL GOAL/PRIOR ACTION: D: Maintain a healthy environment for housing and economic growth; F: Maintain a Vibrant downtown; G: Achieve a steady state for infrastructure maintenance and improvements.

EXPENDITURE REQUIRED: \$15,000 down payment, annual lease fee of \$30,765 increasing by 3.5% annually

SOURCE OF FUNDS: Parking Fund

LEGAL REQUIREMENTS: Long term lease must be approved by City Council.

BACKGROUND INFORMATION: The housing portion of the One Taylor Street Project requires a long term commitment for parking.

SUPPORTING DOCUMENTS: Copy of Lease, Copy of Addendum, November 8th Memo to Council from City Manager

INTERESTED PARTIES: Council, One Taylor Street Committee, Redstone

CITY MANAGER'S APPROVAL:

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



America's Small Town Capital

Mayor John Hollar

William Fraser,
City Manager

City Council Members:

Dona Bate
Jessica Edgerly Walsh
Tom Golonka
Jean Olson
Justin Turcotte
Anne Watson

Jessie Baker
Assistant City Manager

MEMORANDUM

To: Mayor Hollar & City Council Members
From: William Fraser, City Manager
Re: 60 State Street Lease
Date: November 8, 2016

I have reached a basic agreement with the Heney family for a 49 year lease of 60 State Street. Most terms are taken directly from the current lease with some specific exceptions to reflect the long term nature of the agreement. We are polishing up some final wording and one last number but I am seeking signature authorization so that we can move quickly. If anything changes significantly I will bring this back for your review.

Lease term: 49 years. July 1, 2016 through June 30, 2065.

Annual rent: \$30,765 for first year. Increase of 3.5% each July 1sts. (based on current rent with current contracted 3.5% increase)

Rent review: Every 10 years, the parties will review the lease to determine whether rates reflect the market at that time. There is a provision for an appraisal process to resolve any disagreement.

Down payment: City will make a down payment of around \$20,000. This is the final number to be determined and could move by \$5,000 in either direction based on some direct costs being estimated.

Other clauses: As with current lease, city will pay property taxes, water/sewer assessments and DID taxes. City will insure the parcel and indemnify the owner from claims due to public use of the property. City may negotiate purchase with owner at any time during the lease. City may construct buildings or reconstruct the lot with owner's approval. If any such improvements are made, parties will reach agreement on how the value of such improvements will be handled in a potential purchase or at lease termination. City may sublet all or a portion of the lot for uses in the public's interest including farmers market, reserved parking and public events.

Addendum to Lease Agreement
between
Lawrence P. Heney Family Trust and Mary M. Heney Family Trust
and
City of Montpelier
relating to
Parcel of Land Known as 60 State Street, Montpelier, Vt.

WHEREAS, on even date herewith the Trustees of the Lawrence P. Heney Family Trust and the Mary M. Heney Family Trust (together “Owner”) and City of Montpelier are entering into a Lease Agreement under which the City of Montpelier (“City”) leases a parcel known as 60 State Street (the “Property”) from Owner for a 49 year period commencing July 1, 2016;

WHEREAS, City of Montpelier is in the process of developing a shared use recreational path, sometimes referred to as a “bike path”, which will traverse near or on the rear line of the Property; and

WHEREAS, upon project completion the shared use path will be at a higher elevation than the termination of the existing parking lot on Owner’s parcel. Owner desires to construct stairs from the rear terminus of the parking lot to provide pedestrian access to the shared use path. The stairs shall be part of the leased Property and, as such, the City shall be responsible for maintenance and for providing liability insurance as specified in the main lease;

THE PARTIES HEREBY AGREE that the terms and conditions set forth herein be an addendum and supplemental to the forty-nine year Lease Agreement being executed this day with provisions as follows:

1. Owner engages that the leased Property may include a stairway from the existing parking lot to provide pedestrian access to the recreational path. City grants permission for a constructed stairway to connect to the City’s pedestrian path and provide access to and from the same. The City agrees to work with Owner on design for proper and safe connection.
2. The stairway access will be of a width and grade, and be of a design and materials appropriate to provide a safe and convenient pedestrian access from the rear of the Property to the shared use path. Owner agrees that City will approve the final design.
3. These provisions are an addendum to the above mentioned Lease Agreement and

subject to the other terms and conditions set forth therein.

LAWRENCE P. HENEY FAMILY TRUST

Date

By: Timothy M. Heney

Date

By: Thomas P. Heney

MARY M. HENEY FAMILY TRUST

Date

By: Mary M. Heney

CITY OF MONTPELIER

Date

By: William Fraser, City Manager

JPR:pw
[8881-254]

LEASE AGREEMENT

WHEREAS, The City of Montpelier desires to improve downtown vitality; and,

WHEREAS, Timothy M. Heney and Thomas P. Heney, Trustees of the Lawrence P. Heney Family Trust and Mary M. Heney, Trustee of the Mary M. Heney Family Trust own a vacant parcel of land located at 60 State Street; and,

WHEREAS, through continued lease, the City of Montpelier can help provide sufficient public parking and other public amenities,

BE IT HEREBY AGREED TO THAT

1. The City of Montpelier shall lease such parcel from the Owner, for forty nine years, commencing July 1, 2016, and continued until June 30, 2065. Such rent is payable in arrears on or before July 1st commencing July 1, 2016, based on the following schedule:

On or before July 1, 2016, City shall pay \$15,000 in a lump sum to Owner.

July 1, 2016 through June 30, 2017	\$30,765
Increasing each July 1 thereafter by 3.5%	

On or before July 1st of 2026, 2036, 2046 and 2056, the parties shall review the lease rates to determine whether the parking lot rates remain current for the market at that time. The parties may reach agreement on the base rate for the next ten years with the annual adjustment to remain in place.

In the event the parties are not able to reach agreement on a rate, the parties will jointly retain a property appraiser (who is an MAI commercial appraiser with five years minimum experience in the Montpelier area and no affiliations or ties to either party) to conduct an appraisal of the parking lot. The fee for the appraiser will be divided equally between the parties. The parties agree to use the appraised lease value for the new base figure unless the appraised value is lower than the current rate.

2. The City of Montpelier shall pay property taxes and water and sewer assessment and any downtown improvement district assessments or other municipal assessments on the property for the period of time it occupies the subject property under this agreement.
3. The City of Montpelier shall include this parcel under the City's comprehensive general liability and casualty insurance policies, and shall indemnify the Owner from any claim, loss or damage (including reasonable attorneys fees) arising out of the use of the Property.
4. The City of Montpelier shall maintain the Property in good order consistent with its maintenance of its other properties. Owner represents to the best of Owner's knowledge, without duty to inspect or test that there are no "hazardous substances" located on the Property.
5. The City of Montpelier may also negotiate with the Owner, and consummate a purchase of this parcel at any time within the term of this Agreement. The City may construct buildings or reconstruct the lot layout but only with express approval of the

Owner, not to be unreasonably withheld, conditioned or delayed. If such improvements are made, the parties shall also reach agreement how the value of such improvements will be handled in a potential purchase and potential rental increase for the site as improved.

6. It is agreed to by the parties that the City of Montpelier is authorized to negotiate temporary relocation of the rights held by neighbors pursuant to right-of-way rights of record (the Rights) so that additional parking spaces may be provided, subject at all times to the approval of the Owner, not to be unreasonably withheld, conditioned or delayed. The Owner may withhold approval if relocation of the Rights are deemed to increase liability or impact the future development or sale of the Property. If the Rights are moved by agreement, the third party beneficiaries of the relocation of the Rights shall agree in writing that relocation of the Rights shall be in the form of a revocable license, not exceed the term of this lease, no prescriptive rights shall be created, and the Rights shall revert to the original location at the end of this lease or early termination of the Lease. The City shall be responsible for the Owner's reasonable legal fees associated with approving the temporary relocation of the Rights. For avoidance of doubt the existing right of ways, if any, shall remain, but the City may by agreement with the third party agree to temporarily relocate the Rights of the third party so long as it does not affect the underlying property rights or create additional costs, liability or impact the future development or sale of the Property.
7. The City of Montpelier may sublet all or a portion of the premises for all manner of uses in the public's interest including but not limited to the Farmer's Market, or reserved parking, including but not limited to parking for tenants of housing on One Taylor Street. The City of Montpelier shall include the use of sub-lessee under the City's comprehensive general liability and casualty insurance policies, and indemnify the Owner from any claim, loss or damage (including reasonable attorneys' fees) arising out of this use of the Property.
8. Each party agrees to give the other party written notice of any default by the other party of the terms and conditions of this Lease and the defaulting party shall have thirty (30) days in which to cure such default (or such longer period of time as may be required in connection with a default that cannot be cured in such thirty days' time). In the event that such defaulting party fails to cure the default within the above referenced cure period, the non-defaulting party shall have all rights and remedies available at law, including the right to seek reimbursement its reasonable attorneys' fees incurred in connection with such default.
9. Owner covenants that the City of Montpelier, on paying all rent required to be paid by the City of Montpelier, and observing and performing all covenants and undertakings by the City of Montpelier to be performed hereunder, shall and may peaceably have and enjoy the Property for the term aforesaid in accordance with the terms of this Lease.
10. This Lease shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflicts of laws.
11. The execution, delivery and performance of this Lease have been duly authorized by the parties and this Lease is the legal, valid and binding obligation of Owner and the City of Montpelier and is enforceable against the Owner and the City of Montpelier in accordance with its respective terms; subject, as to enforcement only, to bankruptcy, insolvency, reorganization, moratorium or similar laws at the time in effect affecting the enforceability of the rights of creditors generally.

12. Any notice or other communication to be given hereunder shall be in writing and mailed or telecopied to such party at the address or number set forth below.

If to Owner: Mary M. Heney
81 Main Street
Montpelier, Vermont 05602
Telephone No.: (802) 229-0345
Telecopier No.: (802) 229-0353

If to the City of Montpelier: City of Montpelier
City Manager
City Hall, 39 Main Street
Montpelier, VT 05602
Telephone No.: (802) 223-9502
Telecopier No.: (802) 223-9519

Agreed this day of _____ 2016 by:

Mary M. Heney Family Trust by
Mary M. Heney

Witness for Mary M. Heney

STATE OF VERMONT
WASHINGTON COUNTY, SS.

At Montpelier, Vermont this ____ day of _____, 2016 personally appeared Mary M. Heney, Trustee of the Mary M. Heney Family Trust and she acknowledged this instrument to be her free act and deed individually and as Trustee of the Mary M. Heney Family Trust.

Before me, _____
Notary Public
My Commission Expires: 2/10/19

Lawrence P. Heney Family Trust by
Timothy M. Heney

Witness for Timothy M. Heney

STATE OF VERMONT
_____ COUNTY, SS.

At Montpelier, Vermont this ____ day of _____, 2016 personally appeared Timothy M. Heney, Trustee of the Lawrence P. Heney Family Trust and he acknowledged this instrument to be his free act and deed individually and as Trustee of the Lawrence P. Heney Family Trust.

Before me, _____
Notary Public
My Commission Expires: 2/10/19

Lawrence P. Heney Family Trust by
Thomas P. Heney

Witness for Thomas P. Heney

STATE OF VERMONT

COUNTY, SS.

At _____, Vermont this ____ day of _____, 2016 personally appeared Thomas P. Heney, Trustee of the Lawrence P. Heney Family Trust and he acknowledged this instrument to be his free act and deed individually and as Trustee of the Lawrence P. Heney Family Trust.

Before me, _____
Notary Public
My Commission Expires: 2/10/19

City of Montpelier by
William J. Fraser, City Manager

Witness for William J. Fraser

STATE OF VERMONT
WASHINGTON COUNTY, SS.

At Montpelier, Vermont this ____ day of _____, 2016 personally appeared William J. Fraser, City Manager of the City of Montpelier and he acknowledged this instrument to be his free act and deed individually and as City Manager of the City of Montpelier.

Before me, _____
Notary Public
My Commission Expires: 2/10/19



CITY COUNCIL Agenda Item #16-371

Date: December 21, 2016

Consent ☐ Discussion ☒

SUBJECT: Update on the Central Vermont Public Safety Authority Efforts

SUBMITTING DEPARTMENT: City Manager on behalf of Council Member Olson

RECOMMENDED ACTION: Receive update from CVPSA representatives Bate and Golonka about progress on regional dispatching.

RELATED COUNCIL GOAL/PRIOR ACTION: B: Maintain Excellent Services; C: Maintain a Safe Community

EXPENDITURE REQUIRED: None for discussion. Proposal to shift dispatch services will have budget implications.

SOURCE OF FUNDS: General Fund Legal Budget

LEGAL REQUIREMENTS: None

BACKGROUND INFORMATION: CVPSA has been working on development of regional public safety services.

SUPPORTING DOCUMENTS: E-mail from CVPSA Director Francis Aumond

INTERESTED PARTIES: City Council, CVPSA

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to be "W. J. [unclear]", written over the City Manager's Approval line.

From: [William Fraser](#)
To: [Sandy Pitonyak](#)
Subject: FW: Rescission of ceding request
Date: Friday, December 16, 2016 4:27:58 PM

For council (CVPSA item)

William J. Fraser, ICMA-CM
City Manager
City of Montpelier
39 Main Street
Montpelier, Vermont 05602
Phone: (802) 223-9502
Fax: (802) 223-9519
www.montpelier-vt.org
http://icma.org/en/icma/about/anniversary/life_well_run

Notice - Under Vermont's Open Records law, all e-mail and e-mail attachments received or prepared for use in matters concerning City business or containing information relating to City business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law. If you have received this message in error, please notify us immediately by return email. Thank you for your cooperation.

From: Francis (Paco) Aumand [<mailto:paumand@cvpsa.org>]
Sent: Thursday, December 15, 2016 11:47 PM
To: 'Steven Mackenzie'; William Fraser
Subject: Rescission of ceding request

Steve and Bill;

I wanted to let both of you know that the CVPSA Board of Director's voted tonight to rescind their ceding of authority request. They are working on an alternative ceding request that will be presented to the City Council's at a later time, perhaps sometime in January.

This new request will not include a transfer of dispatching budgets or City employees. It will be designed to continue the planning efforts utilizing an executive committee. I thought you might like to know before it appears in the newspaper.

If I do not see you before Christmas, have a great holiday.

Paco

Francis (Paco) Aumand III
Executive Director
Central Vermont Public Safety Authority
963 N. Paine Tpk.
Berlin, VT 05602

Cell phone: 802 747-8611
email address: paumand@cvpsa.org or paumand@outlook.com
www.cvpsa.org



CITY COUNCIL Agenda Item #16-372.

Date: December 21, 2016

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

SUBJECT: FY18 Budget Workshop

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Discuss preliminary outline of FY18 Budget options from City Manager. Decide on key elements to be included in the formal budget document.

RELATED COUNCIL GOAL/PRIOR ACTION: All goals relate to budget needs.

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Council must approve a budget for submission to voters by January 26, 2017.

BACKGROUND INFORMATION: The City Manager submits a budget recommendation to the City Council in December. Due to a wide variety of Council Member interests, the City Manager and staff have prepared different scenarios for consideration.

SUPPORTING DOCUMENTS: Memo from City Manager (forthcoming)

INTERESTED PARTIES: Taxpayers, City Staff

CITY MANAGER'S APPROVAL:

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

Mayor John Hollar

William Fraser,
City Manager

City Council Members:

Dona Bate
Jessica Edgerly Walsh
Tom Golonka
Jean Olson
Justin Turcotte
Anne Watson

Jessie Baker
Assistant City Manager

MEMORANDUM

To: Mayor Hollar & City Council Members
From: William Fraser, City Manager
Re: Goal Update: Keep Montpelier Affordable
Date: December 21, 2016

This is the second of regular updates on goals. Specific action items will appear on agendas throughout the year but reviews of overall goal categories will also be included.

The topic for this agenda is Keep Montpelier Affordable. An excerpt from the Overall Goals document is included. Color Code – White = completed. Green = proceeding as planned
Yellow = proceeding but slower than planned. Red = Started but not proceeding well. Purple = Not started yet.

Reference Letter	Policy Goal	Strategies	FY17 Actions
A	Keep Montpelier Affordable for residents	Adopt budget within resources available	Set funding levels and priorities
		Keep tax rates and user fees sustainable	Establish long term sustainability target
		Increase Grand List	Approve and Implement EDSP
		Maintain a variety of housing choices	Prepare housing strategies plan
		Seek new revenue sources	Implement local options tax Implement user fees in budget

Adopt budget within resources available: Budget discussions underway.

Keep Tax Rates and User Fees sustainable: A Council discussion should occur over the summer to establish long term goals and expectations of what is considered sustainable.

Increase Grand List: EDSP has been approved, funded and formed. City actively involved in working with potential new industrial business. Renovation of French Block is in active development.

Maintain a variety of housing choices: Housing strategies plan to be incorporated into Master Plan City involved with One Taylor St and French Block for active housing projects and in communication with owner about Sabins Pasture possibilities. Preliminary study underway for housing at Christ Church,

Seek new revenue sources: Local Options Tax has been approved and enacted. Effective October 1st. Fee adjustments have been approved. Obtained grant to review water & sewer rates.



CITY COUNCIL Agenda Item #16-370.

Date: December 21, 2016

Consent ☐ Discussion ☒

SUBJECT: Appointment to Montpelier's Energy Advisory Committee

SUBMITTING DEPARTMENT: City Manager's Office

RECOMMENDED ACTION: Appoint Brent Ehrlich to the MEAC.

RELATED COUNCIL GOAL/PRIOR ACTION: N/A

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

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

BACKGROUND INFORMATION: The MEAC was formed in July of 2010; there are no set terms and no specific number of members. Brent Ehrlich (Winter Street) sent staff an e-mail, with attached resume, expressing interest in joining the committee. Staff contacted Kate Stephenson, Chair, who replied, "Yes I have been in touch with Brent and think he would be a great addition, and we would be happy to have more people."

SUPPORTING DOCUMENTS: Copy of e-mail from Mr. Ehrlich with attached resume

INTERESTED PARTIES: MEAC Members; staff

CITY MANAGER'S APPROVAL:

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

From: [Brent Ehrlich](#)
To: [Sandy Pitonyak](#)
Subject: Montpelier Energy Advisory Committee
Date: Friday, December 09, 2016 3:17:42 PM
Attachments: [Brent Ehrlich's Resume.doc](#)

Sandy,

I am interested in joining the Montpelier Energy Advisory Committee I live here in Montpelier and have been the [products and materials specialist](#) at [BuildingGreen](#) in Brattleboro for the last 10 years. You may know our company. We are an independent news and information resource (we do not take advertising money) that has been at the forefront of the green building movement since 1985. Our clients are primarily commercial architects, but we write articles that are also relevant at the residential and community levels, i.e., transportation energy, moisture management in retrofits, indoor air quality and occupant performance, [community level net zero](#) (from 2010...a lot has changed!), and many, many more.

I have included a copy of my resume, but please let me know if I need to go through a more formal process. And, of course, feel free to contact me if you have any questions.

Best regards,
Brent

Brent Ehrlich, LEED AP BD+C
Products and Materials Specialist
BuildingGreen, Inc.
802-272-4170
www.buildinggreen.com

Brent H. Ehrlich

3 Winter Street
Montpelier, Vermont 05602

802-272-1470
brent@buildinggreen.com

QUALIFICATIONS HIGHLIGHTS

- More than ten years experience researching and writing articles about products and materials for the green building industry
- Expert on green building materials and their impacts on the environment and human health, including consulting on projects, speaking at conferences, and working as peer reviewer for publications such as Perkins+Will's white paper "Fly Ash in Concrete."

PROFESSIONAL EXPERIENCE

Products and Materials Specialist, BuildingGreen, Inc., Brattleboro, Vermont

2007–present

- Write feature articles and monthly product reviews for BuildingGreen, including researching products, regulations, chemicals and emissions from materials; interviewing experts; and assessing the validity of performance claims.
- Research and establish environmental and performance criteria for BuildingGreen's product database, find products that meet those criteria, and draft individual product listings.
- Edit articles and provide knowledge and support to others at BuildingGreen as member of an editorial team.
- Provide product information and support to contracts such as Honda for its Honda Smart Home project; Lake Flato/Cooper Carry for the University of Maryland; and on the Waterbury State Office complex as part of my LEED AP BD+C certification.
- Provide customer feedback and support to subscribers of BuildingGreen and LEEDuser.
- Provide contract work. Experience includes writing articles for publications such as *SNAP* and *EcoHome* and five years as products editor for McGraw Hill's *GreenSource* magazine, creating a product spread for each issue.
- Represent the company at conferences, present webinars, and provide media interviews.
- Present education sessions at conferences. Experience includes Greenbuild and the Northeast Sustainable Energy Association's BuildingEnergy conferences, serving as materials track chair in 2011.

Associate Editor, *Green Builder Magazine*, initially located in Montpelier, Vermont (now Internet-based)

2006–2007

- Wrote feature articles and news for a monthly green building magazine with a circulation of over 100,000.
- Interviewed experts, researched topics, and tracked down art for my own articles; edited work from freelance writers; proofread text; helped with layout; and worked with the editor-in-chief to generate ideas for future articles.

Production Editor, Greenwood Press Account, Capital City Press, Barre, Vermont (now Dartmouth Journal Services, Waterbury, Vermont)

2005–2006

- Oversaw the production of books from raw manuscript to print while maintaining close correspondence with authors and vendors.
- Reviewed copyeditors' work to ensure accuracy and adherence to appropriate book style (usually based on *The Chicago Manual of Style*); provided feedback to copyeditors; helped create sample pages for layout; reviewed, sized, and submitted art to an in-house graphics department; submitted completed manuscripts to an offshore compositor and Greenwood Press; and updated workflow spreadsheets using Excel and Filemaker Pro.
- Required compliance with complicated organizational framework, knowledge of digital file management systems, and the ability to tactfully communicate with authors.

(Continued)

Production Editor, Cell Press Account, Capital City Press, Barre, Vermont (now Dartmouth Journal Services, Waterbury, Vermont)

2001–2005

- Copyedited, formatted, and prepared manuscripts for typesetting, including sizing data-sensitive art and tables, for the science journals *Cell*, *Chemistry & Biology*, *Immunity*, *Molecular Cell*, *Neuron*, and *Structure and Folding Design*.
- Coordinated office systems, maintained spreadsheets, organized workflow, and served as liaison between Capital City Press production editors and the managing editors at Cell Press.
- Trained at Cell Press offices in Cambridge, MA and then taught two other Production Managers to efficiently process lengthy, complex manuscripts while maintaining Cell Press' strict formatting and copyediting standards.
- Communicated extensively with authors, checked reference accuracy, and improved manuscript readability without compromising scientific integrity.
- Assisted in developing manuscript-formatting protocol for on-line publication.
- Assisted with *Genetics* and Elsevier journals as needed at Capital City Press.

EDUCATION

Northern Michigan University, Marquette, Michigan. Master of Arts in English & Writing

Northern Michigan University, Marquette, Michigan. Bachelor of Science in Psychology; Minor in Computer Science

PROFESSIONAL AND PERSONAL DEVELOPMENT

- LEED AP BD +C
- Member of Sustainable Design Leaders, an exclusive group of architects, engineers, designers, and other green-building professionals.
- Member of Toastmasters International, developing communication and speaking skills.
- Member of Onion River Nordic Ski Club
- Former member of Northern Michigan University's cross-country running and Nordic ski teams.

SELECT PUBLICATIONS

Feature article *Environmental Building News* "[A Guide to Selecting Sustainable Textiles](#)"

Feature article *Environmental Building News* "[The PVC Debate: A Fresh Look](#)"

Feature article *Environmental Building News* "[Engineering a Wood Revolution](#)"

Product review *Environmental Building News* "[Stone, The Original Green Building Material](#)"

Product review *Environmental Building News* "[Façade Retrofit Puts An Efficient New Face on Old Buildings](#)"



CITY COUNCIL Agenda Item #16-369(b)

Date: December 21, 2016

Consent x Discussion

SUBJECT: First Floor A/V Equipment System Installation Contract Between Toner's Audio/Video Electronics, LLC and Montpelier Senior Activity Center

SUBMITTING DEPARTMENT: MSAC

RECOMMENDED ACTION: Authorize the City Manager to enter into a contract with Toner Audio/Video Electronics, LLC.

RELATED COUNCIL GOAL/PRIOR ACTION: Maintain a healthy community for people – Promote health-building activity; Support and promote a vibrant downtown - enhance community events

EXPENDITURE REQUIRED: \$12,621.71

SOURCE OF FUNDS: \$10,000 grant from Amy Tarrant Foundation; remainder from pre-investment funds of Jackman bequest, as previously authorized by City Council at meeting on October 14, 2015 (to be used for capital projects such as this).

LEGAL REQUIREMENTS: Toner's Audio/Video Electronics, LLC carries insurance that covers City/MSAC.

BACKGROUND INFORMATION: Two bids have been received and MSAC recommends that a contract be authorized with Toner's Audio/Video Electronics, LLC. Toner's will install a new state-of-the-art audio-visual system to replace dated existing equipment on the first floor of the Senior Activity Center. New audio-visual equipment will enhance community programming and provide increased rental income opportunities.

SUPPORTING DOCUMENTS: Toner's audio/video system proposal; competing bid from Creative Sound

INTERESTED PARTIES: City, Toner's Audio Video/Electronics, LLC

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. Hoffman", is written over a light gray rectangular background.



Proposal

Modified: 12/13/16
Revision: 1

Audio/Video System

Montpelier Senior Activity Center
58 Barre St.
Montpelier, VT 05602

Presented By:



Toner's Audio/Video Electronics, LLC

27 Hobbs Rd.
Milton, VT 05468
802-893-0195



Proposal

Qty	Description	Price
	 Audio System	\$5,873.00
	1 Shure PG24/PG58-H& Shure Wireless Handheld Mic System	
	1 Shure PGXD1485X8 24 bit / 48 kHz digital technology, scan and sync instantly and automatically sets up the system, up to 10 hours of continuous use from 2 AA batteries, up to 200' range, true digital diversity, 900 MHz, adjustable gain matches variable input levels, up to 5 systems can be used at once, rugged construction, durable hard shell padded case, includes WL185 lavalier mic with tie clip and windscreen and PGXD1 bodypack transmitter.	
	2 Snapav B6-XLR-3FM-2FT Binary 3p XLR Female To Male, 2 Feet (dan-3fb-g+dan-3mb-g) Gold Contact	
	3 Snapav EA-MR-COMM-RVC-50 Episode® Commercial 70V Rotary Volume Control (50 Watt) Equipped with 50 Watts of power handling, the Episode® Commercial 70V/100V Rotary Volume Control is perfect for individual speakers tapped at high levels, or when using multiple low-wattage speakers for greater coverage.	
	9 Snapav ECS-AW70V-6-WHT Episode® Commercial Surface Mount, All Weather, 70V Series 6-1/2 in. Speaker (White Each) Rugged commercial design, easy installation, and premium-quality sound join forces in the ECS-AW70V-6-WHT.	
	1 Snapav ESA-70V2CH-300W These 70-volt, 2-channel amps are OvrC enabled for easy remote management, while popular control drivers, IR and RS-232 allow you to customize audio in commercial environments. It fits perfectly in restaurants, bars, or small conference rooms, and can maximize the sound of an outdoor speaker system. The OVRC feature allows us to remotely manage the amplifier and perform trouble shooting if anything should happen. The Amplifier has 4 audio inputs.	
	3 Snapav SM-BLNK-2U Strong Metal Rack Blank 2u (black)	
	1 Snapav SM-RACK-16U Strong 16u Metal Rack With Fully Enclosed Sides and 3in Locking Casters (black)	
	1 Snapav SM-SHELF-2U Strong Metal Rack Shelf 2u (black)	

* Price Includes Accessories

Presented By: Toner's Audio/Video Electronics, LLC

Project: Audio/Video System

12/13/16

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Proposal

Qty	Description	Price
2	Snapav SM-VENT-2U Strong Metal Rack Vent 2u (black)	
250	Snapav SP-162-500-BLU Binary Cables 16-gauge 2-conductor 65-strand Cl3-rated Speaker Wire - 500ft Spool In Box (blue)	
1	Snapav SR-SHELF-FIXED-1U Fixed 1U Shelf	
1	Snapav SR-WM-DOOR-16U-PLEXI Secure your residential/commercial A/V system and prevent debris from getting to sensitive equipment with this lockable plexiglass door	



* Price Includes Accessories

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Proposal

Qty	Description	Price
	 Video System	\$3,817.82
1	 BenQ MH741 BenQ MH741 1080P DLP 3D Projector With 16:9 Ratio. Includes HDMI And VGA Connections.	
1	Da-Lite 34734 Da Lite 130" Model C Manual Pull Down Screen With Controlled Screen Release	
1	 Snapav B-220-HDSWTCH-3X1 Binary 3 X 1 Hdmi Switcher, Support 3d and Deep Color	
1	 Snapav B-320-1CAT-HDIR-W Binary Single CAT 5e/6 Hdmi 3d Extender (130') With Wall Plate Receiver and IR Pass Through	
1	 Snapav B5-AUD-3 Binary Cables B5-series Analog Audio Cable, 3 Meter (9.84 Feet)	
1	 Snapav B6A-HD-20 Binary B6a-series Griptek High Speed Hdmi Cable With Ethernet, 20 Meter (65.62 Feet)	
1	 Snapav B6-HD-1 Binary™ B6-Series GripTek™ High Speed Licensed HDMI® Cable with Ethernet 1 Meter (3.28 ft)	
1	 Snapav B6-HD-2 Binary™ B6-Series GripTek™ High Speed Licensed HDMI® Cable with Ethernet 2 Meter (6.56 ft)	
2	 Snapav B-EZPLATE-VGA-COMP-1 Binary Ez Runner Vga, 3.5mm Stereo and Composite Video/audio - Single Gang Wall Plate	
1	 Snapav B-EZRUNNER-VGA-65 Binary Ez Runner VGA and Analog Audio - Runner Cable (65 Feet)	
2	 Snapav B-RGBLR-350 Binary Aniwarebox CAT-5 Balun For Component Video and Stereo Audio (sold As Each)	
1	 Snapav B-VGA-10FT Binary Ultra Flexible Male To Male VGA Cable (10 Feet)	

* Price Includes Accessories

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Proposal

Qty	Description	Price
	1 Snapav B-VGA-3FT Binary Ultra Flexible Male To Male VGA Cable (3 Feet)	
	210 Snapav NST-CAT5E-1000-BLU Binary Cable CAT 5e 350mhz Unshielded 24/4.50mm Cmg-rated Wire - 1000 Feet Nest In Box, Blue	
	1 Snapav SM-PROJ-L-WHT The Strong™ SM-PROJ-L-WHT is a sleek, robust design that features adjustable arms to fit most projectors weighing up to 50 lbs. You'll appreciate the simplicity of the system, as well as the flexible mounting options and low-profile look.	
	1 Snapav SP-CAT5E-SH-1000-BLU This Binary™ Category cable includes a layer of polyethylene terephthalate (PET) as well as a layer of Aluminum foil tap; both with 100% coverage. With shielded Category cable you drastically reduce the chances for cable interference related problems.	
	1 Snapav WB-200-9HTR Wattbox Power Conditioner - 9 Outlet, 5400 Joule, Emi/rfi Noise Filtration, 3 Coax, 1 Ethernet, 1 Phone	
	1 Snapav WB-200-IW-1G-2-WHT WattBox In-Wall Single Gang Power Conditioner, 2 Outlets, 1440J, EMI/RFI Filtration (White) Good things come in small packages! This WattBox™ In-Wall Power Conditioner easily replaces a standard outlet with protection and filtration features all in a convenient single gang form factor. It offers 1440 Joules of surge protection as well as filtration to remove EMI/RFI noise for the best AV experience possible.	
	2 Snapav WP-DEC-HD1-WH Wirepath Decora Strap With One Hdmi Pass-through Connector (white)	
Project Subtotal:		\$9,690.82

* Price Includes Accessories

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Project: Audio/Video System

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Proposal

Project Summary

Equipment:	\$9,690.82
Equipment Adjustment:	(\$2,104.94)
Misc Parts:	\$140.38
Labor:	\$4,895.45
Grand Total:	\$12,621.71

Client: _____

Date _____

Contractor: Toner's Audio/Video Electronics, LLC

Date _____

* Price Includes Accessories

Presented By: Toner's Audio/Video Electronics, LLC

Project: Audio/Video System

12/13/16

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Scope of Work

Presented By:

Modified: 12/13/16

Revision: 1



Audio/Video System

Toner's Audio/Video Electronics, LLC
27 Hobbs Rd.
Milton, VT 05468
802-893-0195

Montpelier Senior Activity Center
58 Barre St.
Montpelier, VT 05602

Scope of Work

Revised scope of work 12/02/16

This proposal includes the equipment and estimated labor needed to install an audio system and a projector with a manual drop down screen which will be able to be used for both presentations and movies. The projector being proposed is a Benq MH741 (this has changed from original quote and matches the projector upstairs) 1080P HD resolution 16:9 ratio projector with a 10,000:1 contrast ratio. This projector, when combined with the Da-Lite 130" diagonal 16:9 ratio manual pull down screen, will provide great video for both presentation and movies. We will locate a wall jack to allow a computer to connect to the projector in the area of the room where the screen will be installed. The wall jack will have a connection for VGA, audio, and HDMI. The sound system will consist of 9 high quality Epsiode 70 volt externally mounted commercial speakers spread out throughout the meeting area. The speakers will be powered by a 300 watt 70 volt Episode amplifier/mixer that will be installed in a rack system with a locking plexiglass door which will be located in the closet adjacent to the meeting area. The volume of the speakers can be controlled from three wall mounted volume controls which will be located on the wall outside of the closet (and by the optional control systems below should you elect to purchase one). This amplifier is a new model from the one quoted last year and features increased wattage and is enabled with our new OVRC remote management system which allows us to change settings on the amplifier and perform trouble shooting/software upgrades from our office! The audio system also includes a Shure wireless hand held mic system for use during presentations and other events. This system will provide a robust and easy to use presentation and movie viewing system. This new revision of the proposal includes both a hand held mic and lapel mic and receivers for each.

The proposal includes media baluns to provide HDMI connections for the projector and DVD player (HDMI only). We have chosen this method of video signal delivery for HDMI as it allows you to upgrade to new HDMI Standards or new video connections as they become available by simply changing the baluns rather than having to run new cable. Also, we believe running actual HDMI in the ceilings and walls will be very difficult due to the size of these cable compared with the smaller cable used by the baluns.

In this proposal we have tried to present what we believe the labor figure for this installation will cost. However, due to the unknown construction factors in the ceiling, it is hard for us to be sure of how easy/difficult it will be to fish wires to all of the speakers and projector. We did speak with Engelberth construction, but they were unable to provide concrete facts about how easy it will be

Scope of Work

to fish wires across the ceiling. We believe it is likely that some small holes will need to be cut in the ceiling to facilitate easier wire fishing and dry wall patching will need to be performed. The cost of drywall repairs are not included in this proposal and we will make all attempts to keep this to a minimum. As stated above, we have tried to present an accurate labor figure for this installation, but due to the unknown difficulty level of fishing wires in the ceiling our contract will state that labor will be billed for time onsite (whether it falls below or above this figure). Another option would be to use wire moulding to surface mount the wires to the ceiling and hide them. This option would take less labor and would be ultimately less expensive.

Both the projector and rack equipment will need power outlets installed. This work will be provided by Integrity Electric. The cost of their work is not included in this proposal.

All of the products we have proposed include a full manufacturer's warranty and we will provide a one year labor warranty on the installation. The products we have proposed are high quality products and many of the manufacturers have advanced exchange policies during their warranty period.

Upgrades Available:

Upgrade screen to motorized version +\$460 (this does not include cost for electrical installation)

Upgrade rack surge protector to UPS (battery backup) +\$400

Control System- We suggest investing in one of the control systems below to allow easy control of the system for all users. One push of the button on the interface will turn on/off the system and put all of the devices into the right mode for the activity desired.

URC MX-450 RF color LCD screen remote with MRF-260 Remote and IR emitters Cost = \$685.00 includes the parts and labor for programming/installation/instruction

RTI Control System-This is a more advanced two way control system that features a touch screen remote and an in-wall keypad that can be programmed so that the buttons on the keypad & remote offer one touch operation of the system, such as a button that says VGA Presentation (as an example). Pressing this button will turn the system on and into the right modes for a VGA presentation. Cost = \$1802 includes parts and labor for programming/installation/instruction.

Creative Sound

500 Lawrence
Williston, VT 05495
802-878-5368

April 29, 2015

Dan Groberg
Program and Development Coordinator
Montpelier Senior Activity Center
58 Barre Street, Montpelier, VT 05602

Dan:

Here's the quote for the system we discussed during my visit recently. I think I've assembled a package that will take care of your needs there in the community room very well.

I've included a wireless microphone system, input capabilities for both HDMI and VGA sources (Bluray, DVD and computer), an incredibly bright projector (the same model we installed at the So. Burlington town hall), a pull-down screen, an equipment rack, audio system with six speakers and cabling and wiring to make it all work.

Here you go:

Epson 4855WU projector w/mount and spare lamp	\$3799
Da-Lite 119" screen	764
C2G #29218 HDMI/VGA interface	899
Episode 120-watt 70V amplifier/mixer	599
Episode 70V white speakers (6 pcs.)	1110
Shure wireless microphone system	450
Strong equipment rack w/shelves	380
Cables, wiring and accessories	<u>500</u>
Equipment Total	\$8501
Labor and installation	<u>2000</u>
TOTAL	\$10501

Please keep in mind that this is an estimate based on our limited ability to anticipate problems encountered once the installation is underway. There is always the possibility that unforeseen obstacles in the installation could require extra labor. On the other hand, many installations go smoother than anticipated, so your labor cost may possibly be less.

Thanks for the opportunity to work with you and please let me know if you have any questions whatsoever.

Sincerely,

Cris Folley, Pres.

Creative Sound
500 Lawrence Pl.
Williston, VT 05495
878-5368
creativesoundvt@aol.com