



Agenda for Regular City Council Meeting

**City Council Chambers, City Hall
Wednesday, November 9, 2016
6:30 P.M.**

- 1) Call to Order by the Mayor
- 2) 16-315. Review and Approve Agenda
- 3) 16-316. General Business and Appearances
- 4) 16-317. Consideration of the Consent Agenda:
 - a) Consideration of the Minutes from the October 26, 2016 City Council Meeting.
 - b) Award of the Northfield Street Engineering Services Contract for Final Design.
 - c) Authorization for the Department of Public Works to Purchase Asset Management Software.
 - d) Clean Water State Revolving Loan Fund (CWSRLF) Approval
 - e) Payroll and Bills
- 5) 16-318. An opportunity for the public to address the Council regarding the City Manager's contract.
- 6) 16-319. Review of Goal B: Maintain Excellent Services
- 7) 16-320. Junkyard Ordinance – 2nd Public Hearing/Reading
- 8) 16-321. Conduct a Public Hearing for the Approval and Signing of a Resolution Authorizing City Staff to Prepare and Submit an Application for CDBG Planning Grant Funds on Behalf of Downstreet Housing and Community Development.
- 9) 16-322. Budget Targets

- 10) 16-323. Community Fund Budget
- 11) 16-324. Department Update – Fire
- 12) 16-325. Department Update – Police
- 13) 16-326. Council Reports
- 14) 16-327. Mayor’s Report
- 15) 16-328. City Clerk’s Report
- 16) 16-329. City Manager’s Report
- 17) *Adjournment*



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.

Reference Letter	Policy Goal	Strategies	FY17 Actions	FY17 Deliverables to Council
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	*Final EDSP for approval *Proposed updated tax stabilization policy for approval *Other deliverables based on recommendations
		Maintain a variety of housing choices	Prepare housing strategies plan	*Draft plan outlining various options and strategies for adding housing in Montpelier *Housing Plan as part of Master Plan
		Seek new revenue sources	Implement local options tax	*Ordinance or resolution to authorize tax
			Implement user fees in budget	*Rate resolution for new items
				*Develop MSAC endowment/estate planning outreach plan based on consultation with CS team and other stakeholders

Reference Letter	Policy Goal	Strategies	FY17 Actions	FY17 Deliverables to Council
B	Maintain excellent services	Develop high performing organization	Promote Leadership Values and Philosophy	
		Meet organizational needs	Build HR capacity	*Improved human resources practices (annual evaluations, streamlined hiring processes, increased training)
			Update Personnel Plan	*Updated Personnel Plan
			Work toward MSAC Accreditation	*National Peer review site visit completed by October 2016
			Emphasize Employee Wellness	
		Seek opportunities for efficiencies	Develop an integrated plan to provide facilities and grounds management	*FY18 Budget to include an integrated plan for ground and facilities management
			Develop/acquire asset management capabilities	
			Complete Community Services Plan	*Facilitator identified to guide process *Community process *Final plan built in to the FY18 budget
			Participate in planning for Regional Public Safety Authority	MPD supporting two grant opportunities for CVPSA
Reference Letter	Policy Goal	Strategies	FY17 Actions	FY17 Deliverables to Council
C	Maintain a safe community	Address Drug Issues proactively	Implement Project Safe Catch	*Referral work started. Full implementation June 2016.
			Continue to support Vermont Drug Task Force and Federal/Local enforcement efforts	*Drug interdiction, prevention efforts ongoing

		Maintain Emergency Preparedness	Review and Implement Water System security measures including cyber security	Security matter for executive session or individual briefing
			Achieve control of source	*Charter Change
			Develop Cont. plan to protect public health	*Continue with Alternative Evaluation Study for Enhanced Treatment
			Emergency Training for key staff	
			Develop CSO Overflow reduction plan	Compliance with New Rules: Phase 1: Min Controls Phase 2: Long Term Control Plan
		Improve Public Safety Capacity	Participate in planning for Regional Public Safety Authority	Ongoing support to include negotiations with additional communities for dispatch
			Update Continuity of Operations Plan (COOP) and conduct training on Plan.	Barre City to migrate to Valcour RMS April 2016
		Use Restorative Justice practices	Fully implement Victim outreach	
			Begin ordinance review and changes	
			Broaden use of CJC services	
		Maintain Safe facilities	Develop Park Safety & Rescue Plan	

Reference Letter	Policy Goal	Strategies	FY17 Actions	FY17 Deliverables to Council
D	Create and maintain a healthy environment for housing and economic growth	Enact responsible growth policies	Adopt and implement zoning	*Draft zoning and river hazard are regulations
			Adopt and implement EDSP	*Final EDSP for approval *Proposed updated tax stabilization policy for approval *Other deliverables based on recommendations
			Begin Master Plan revision	Introduce Consultant to Council
			Prepare housing strategies plan	*Prepare plan with specific options and strategies for increasing housing *Housing Section of Master Plan
		Explore opportunities for public and private cooperation	Continue working with potential development partners regarding infrastructure needs.	Updated policy on infrastructure needs for development for council consideration
		Facilitate Housing projects	One Taylor Street	*Right of Way obtained *Final design of path and building *Architectural and construction documents executed
			Support development of Dickey (French) Block	Bring forward proposals to advance project as necessary
			Actively work with landowner to create a Sabins Pasture development plan	Infrastructure cost estimates
		Facilitate Economic Development opportunities	Explore potential of Rec Building	*Development proposals *Plan to sell or update facility
			Support Mowatt Project	Finalize real estate transaction

Reference Letter	Policy Goal	Strategies	FY17 Actions	FY17 Deliverables to Council
E	Maintain a healthy community for people	Promote Health-building Activity	Continue to Implement Montpelier in Motion plan	Presentation of update & completed work. Intentions for FY18 budget consideration
			Develop Policy for balancing Community Services demand and resources	Reported results of CS Strategic Planning Potential new consolidated CS policies and protocols
			Develop Community Services transition plan	*Facilitator identified to guide process *Community process *Final plan built in to the FY18 budget
			Complete Stonewall Meadows Park Plan	
			Identify Funding for new Park lands	
		Promote equity and fairness	Fully implement Victim outreach program	
			Engage collaboratively with community stakeholders to improve circumstances for vulnerable people	
			Implement Project Safecatch	
			Implement President's task Force on 21 st Century Policing	Ongoing
		Maintain senior nutrition program to improve health and socialization for aging population	Meet meal demand and explore potential changes to FEAST partnership	FY16 Actual data and FY17 projections by August 2016 Discussions among current FEAST partners and stakeholders about options by September

Reference Letter	Policy Goal	Strategies	FY17 Actions	FY17 Deliverables to Council
F	Maintain a Vibrant downtown	Improve downtown infrastructure	One Taylor St	*Right of Way obtained *Final design of path and building *Architectural and construction documents executed
			Taylor St reconstruction and water quality improvements	Preliminary design plans & cost estimate
			2017 Project Public Relations plan	*Public relations campaign launched in the spring of 2017 in advance of construction
			Wayfinding Sign Plan – design and state approval	RFP for design services issued
		Improve Parking	Complete Parking Plan	Plan to be integrated into Master Plan
		Provide Financial and Logistic Support for downtown	Continue DID	
			Fund Montpelier Alive	
			Assist with events and projects	Street closures and other assistance needed for events such as MayFest, July 3 rd , New Year's Eve, etc.
		Increase downtown housing	One Taylor St	See above
			Participate in planning for Dickey (French) Block	Bring forward proposals to advance project as necessary

Reference Letter	Policy Goal	Strategies	FY17 Actions	FY17 Deliverables to Council
G	Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment.	Complete Current Major Projects	One Taylor St	See above
			Taylor St Reconstruction - complete design, permit, ROW, utility relocation	Preliminary design plans & cost estimate
			Shared Use Path (Winooski East extension)	*Secure right of way *Final design *Award construction contracts
		Fund/Implement CIP Maintenance	Complete projects Full funding in budget	Project Schedule – preliminary & final schedules after contract award for wall / slope, paving & sidewalk projects
			Identify new initiatives and projects	
			Implement Montpelier in Motion	Complete work already approved
		Address Facility needs in a coordinated manner	Develop a plan for facilities and grounds maintenance to be implemented in FY18 budget	FY18 Budget to include an integrated plan for ground and facilities management
		Address Equipment needs	Fund Equip Plan	
		Address Water/Sewer Infrastructure needs	*Complete long term funding plan *Asset Management Grant Application	Funding Plan & Presentation
		Ensure that District Heat Montpelier is financially sound	Renegotiate capacity rates	Updated contracted capacities and capacity rates

Reference Letter	Policy Goal	Strategies	FY17 Actions	FY17 Deliverables to Council
H	Maintain a clean and healthy natural environment	Move toward Net Zero	Create a Net Zero implementation plan	
		Provide Effective Storm Water management	Complete Storm water Plan Implement recommendations	Present completed plan
		Assure Clean rivers and waterways	Implement CSO rules	See below
			Identify needs, projects. Develop cost estimates.	Compliance with New Rules: Phase 1: Min Controls Phase 2: Long Term Control Plan
		Be as Energy Efficient as possible	Continue review of all city facilities with MEAC	Water plant reviewed – awaiting final recommendation
		Provide Clean Drinking water	Implement Charter change if approved	Source Water Control Measures
			Investigate Protective measures	N/A
		Implement Greening America’s Capitals	Evaluate concepts and selection for advancement	See Taylor St Recon Project



CITY COUNCIL Agenda Item #317(c)

Date: November 9, 2016

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

SUBJECT: Asset Management Software

SUBMITTING DEPARTMENT: Public Works

RECOMMENDED ACTION: Authorize public works to purchase asset management software produced by Beehive Industries.

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

EXPENDITURE REQUIRED: Total Year One Cost = \$19,500
Annual Cost License Subscription = \$14,500

SOURCE OF FUNDS: \$20,000 from the Local Options Tax will be used for year one. Future years to be budgeted into each appropriate fund category (water, sewer, storm water, sidewalks, and streets); Project Management Funds (CIP) to supplement as necessary.

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: The software is used for life cycle and work order tracking of capital assets and infrastructure. The goal of this investment is to capture, preserve and use data to make more informed decisions. Upon completion of data gathering and entry, asset inventories will include locations integrated with our GIS mapping software, what the asset is, the current condition, what needs to be done or has already been done. In addition to fulfilling existing needs, this software will be a valuable management tool for Stormwater control and operations.

Proposal Received:

Cartegraph: 5 modules, with 5 total licenses

Vue Works: 6 modules, with 3 licenses

Beehive: 6 modules, with unlimited licenses

SUPPORTING DOCUMENTS:

- Cartegraph Quote
- Vue Works Quote
- Beehive Quote

INTERESTED PARTIES: Public Works, Tax Payers, City Council

CITY MANAGER'S APPROVAL:

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



The Operations Management System

Operations Management System Package

Operations Management System (OMS) per asset platform with all *Cartegraph* modules including Request Management, Work Management, and Asset Management for the following asset types:

- Pavement
- Sidewalks
- Water Mains

OMS Resource Management including:

- Labor management
- Equipment/Fleet Maintenance
- Material management
- Vendor management

OMS Advanced Reporting

Cartegraph for iPad

OMS User Pack Subscription for up to **5 named users**

Advanced Assets

- Asset Condition Manager – asset performance, deterioration modeling, and advanced analytics for all assets.
- Preventative Maintenance
- Advanced Inspections – <NEW> Greater functionality and configurability than OMS standard inspections.

Annual Cost:	\$11,000
Storm add on (annual):	\$500

Additional Extension

Advanced Work

- Scenario Builder – Scenario Builder can predict the future of any asset, any time. Within seconds, you can project which activities will maximize the life of your high-value assets – and how much it will cost

Annual Cost:	\$1,200
(plus one time \$2800 training cost)	

Implementation Services:

With the Getting Started (Basic) package, you'll receive an online implementation that includes:

- A dedicated project manager who will coordinate the project and help keep things on track
- An OMS environment
- A 2-hour assessment of your goals
- Configuration support with Esri integration, Cartegraph startup data imports, and a handful of field configurations
- Eight online training events:
 - Introduction to OMS (2 hours)
 - Requests (2 hours)
 - Work (2 hours)
 - Assets (2 hours)
 - Resources (2 hours)
 - Cartegraph for iPad (1 hours)
 - Esri Integration (1 hours)
 - Administrator (2 hours)
 - 2 hours of online Go-Live Support to address any last-minute tweaks or refresher training

For each Asset or Asset Domain, you'll receive:

- Support with Esri integration
- Support with data imports

One time Cost: \$9,000

Third Party Cost (optional)

Cartegraph utilizes Amazon Web Services (AWS), the top data center infrastructure in the nation to host its cloud products. It's designed for high-density cloud computing environments. All data is encrypted and de-duplicated between the user and the data center through multiple distribution paths to ensure reliable, uninterrupted access 24 hours a day, seven days a week, 365 days a year.

Annual Cost: \$2,500

Initial Cost 1st Year = \$27,000

Annual Cost: = \$15,200

WORK ESTIMATE

Quote #	Date
688	8-3-2016

Recipient:	
Name	Thomas McArdle, Public Works Director
Address:	39 Main Street - City Hall Montpelier, Vermont 05602
Phone	802.262.6275
Fax	
Email	tmcardle@montpelier-vt.org
Account#	N/A

Itemized Costs	
VUEWorks® Software (Core, Work Orders, Resource Manager, Condition, Risk, Budget, and MobileVUE Modules) – 3 Concurrent Licenses	\$42,500
VUEWorks® Implementation, Configuration, and Training Services	\$25,000
VUEWorks® Annual Hosting Service Fees	\$7,300
Total	\$74,800

Notes
Quote is valid for 30 days. *On-site training includes travel expenses/meals for two (2) days. Client must furnish internet and training facilities. Annual software maintenance for this quote is \$8,500.

Please feel free to send me any questions or a notice to proceed to me personally.

Sincerely,

Brian R. Sovik, GISP, PMP
Vice President – GIS Solutions

Project Estimates and Cost

Estimates and Schedule of Rates/Materials

The total project cost for this phase of the Beehive project is outlined below:

Annual Software, License and Maintenance

Core Modules: Water, Sewer, Stormwater, Sidewalks, Streets, & Signs

- Listed Core Modules \$14,500
- Unlimited Seat Licenses \$0 (included)
- Unlimited Hosting, Monitoring and Storage..... \$0 (included)
- Software Updates \$0 (included)

Total	\$14,500
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Annual Service

- Web Hosting (Cloud Package)..... \$0 (included)
- Phone, Email, Online Customer Support \$0 (included)
- Unlimited Training \$0 (included)

Total	\$0
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Initial Deployment (Year One Only)

- Import Existing Spatial Data..... \$2,500
- Import Existing Digital Data \$2,500
- Software Installation..... \$0 (included)

Total	\$5,000
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Total Year One Project Cost	\$19,500
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Annual License, Maintenance & Service (after Initial Annual Term)	\$14,500
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Price list above valid thru December 31, 2016



CITY COUNCIL Agenda Item #16-322

Date: November 9, 2016

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

SUBJECT: Establishing FY18 Budget Goals and Targets

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Provide direction to City Manager for preparation of the FY18 budget including tax rate target, areas for increases, areas for reduction, and areas which should not change.

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. In recent years, the practice has been for the Council to provide the Manager with advance guidance in the form of budget targets and priorities.

SUPPORTING DOCUMENTS: Memo from Finance Director Todd Provencher

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.



America's Small Town Capital

October 21, 2016

TO: City Council Members
City Leadership Team

FROM: Todd Provencher, Finance Director

SUBJECT: **BACKGROUND INFORMATION FOR FY 18 BUDGET**

YEAR	VOTER APPROVAL
★ FY 17	80%
★ FY 16	80%
★ FY 15	75%
★ FY 14	75%
★ FY 13	70%

MUNICIPAL PROPERTY TAXES AND ECONOMIC INDICATORS

FIVE YEAR HISTORY - % Changes	FY13	FY14	FY15	FY16	FY17	AVERAGE
Property Tax Increases - Municipal	3.20%	0.50%	1.30%	2.80%	2.70%	2.12%
Median Tax Bill Increases - Municipal	3.00%	0.60%	1.30%	2.50%	2.50%	1.98%
Consumer Price Index (Annual)	2.00%	2.00%	1.3% Aug	0.20%	1.1% Aug	0.84%
City Employee Cost of Living Adjustment	0-2.5%	2-2.25%	1.5%- 2.25	1.2%	1.2%	1.7% average*
Grand List (Property Values) – Municipal	0%	1.50%	0.70%	0.40%	1.00%	0.72%
Unemployment Rate – Montpelier	5.30%	4.00%	3.70%	3.20%	3.00%	3.84%
Total Budgeted Expenditures - General Fund	2.30%	2.70%	1.60%	4.20%	3.74%	2.91%
Property Tax Dollars Raised - Municipal	3.90%	2.30%	2%	2.70%	2.80%	2.74%

Note: In FY18 every 1% increase in the municipal tax rate adds 1.02 cents to the current tax rate and raises an additional \$87,000

MUNICIPAL PROPERTY TAXES

Based on 2015 Grand List data, Montpelier has the 16th highest municipal tax rate (13th highest in the previous year) in the state (Barre City, Springfield, Rutland City, Windsor, St. Johnsbury, Newport, Brattleboro and Winooski are higher). When the education tax rates are included in the total, Montpelier has the 20th highest residential tax rate in the state, the same as the previous year.

The FY17 municipal tax rate increased from \$.9958 to \$1.0225 (up 2.68%).

For FY17 (fourth year), a Downtown Improvement Tax rate of \$0.0515 was approved for downtown commercial properties.

INFRASTRUCTURE SUPPORT-CAPITAL IMPROVEMENT PROGRAM

The Capital Projects, Equipment and Debt Service Program costs will increase \$166,300 (approx 2 cents) in FY18 as per the “Steady-State” plan.

Preliminary details for FY18:

Preliminary Debt Payments	\$722,475
Annual Capital Projects	966,037
<u>Equipment</u>	<u>515.000</u>
Total (per Multi-year Plan)	\$2,203,512

There is an approved borrowing of \$710,000 in the current year for capital projects. The repayments on that loan are not included in the preliminary debt payments. The CIP Committee will meet in November to review the city’s capital needs and recommend a plan for FY18 expenditures.

FY 18 GENERAL FUND NET OPERATING BUDGET

- ASSUME NO GROWTH IN NON-TAX REVENUE
- ASSUME NO GROWTH IN GRAND LIST
- PROJECT PERSONNEL SALARIES INCREASE OF 4.6% (COLA and step increases)
- ASSUME PERSONNEL BENEFITS TO INCREASE 3.7%

SUMMARY OF PRELIMINARY PROJECTIONS FOR FY18:

Note: This is a starting point only, before departments present their budget requests.

Increase in operating – Personnel Costs	\$503,000	4.6% increase (city-wide)
Increase in CIP/Equipment/Debt	\$166,300	CIP planned increase
Total increase in General Fund Budget	\$669,300	5.17% of FY17 Exp Budget

To fund this \$669,300 the municipal property tax rates would increase 7.69 cents which is a 7.52% increase.

EXPENSE TRENDS/PROJECTIONS - Details

Consumer Price Index – The Consumer Price Index “All Items” for the 12 months ending August 2016 increased 1.1%. The seasonally adjusted increase for the 6 months ended August 2016 increased 2.2%. The increases are driven primarily by the housing, transportation and medical care segments.

Personnel Cost Projections: Only the Fire Department union contract has been negotiated for FY18. Cost of Living Adjustments for those employees will increase 2% for FY18. Police and Public Works union contracts expire June 30, 2017. For preliminary budgeting purposes, I will assume the same increase for all staff.

When I add steps, staffing adjustments and known staff increases, the total salaries and wages will increase approximately 4.6%.

City-wide this means a \$329,000 increase in employee wages. When I add the FICA/Medicare, Workers Compensation (assuming a 4% premium increase) and pension costs, this number increases to: \$395,000

Other Employee-related increases:

Estimated Increase in VMERS Employer Contribution (.1%)	\$8,000
Health Insurance (3.5% 2017, 10% 2018 rate increase)	\$100,000
Subtotal Projected Other Employee-related Increases	\$108,000

Total Projected Employee Wages and Benefit Increase \$503,000

The General Fund has 68% of Employee Salaries. Therefore, \$342,000 of the personnel cost increase will be in the General Fund.

The final 2017 BlueCross/BlueShield health insurance premiums are being wrapped up. The proposal is expected to be much better than prior years. Our current expected increase is 3.5% compared to 17% in 2016. This can be attributed to a better claims history in 2016, active efforts by the employee wellness team representing the employees through “Montpelier University” with on-site programs. The integration of program staff from BC/BS has kept this program on track and productive. The city’s employee health insurance committee will continue working to reduce increases in 2017 for our 2018 renewal but overall medical trend is approximately 6%. BC/BS has agreed to again assist funding of our wellness initiatives in 2017 through \$6,000 in reimbursable expenditures under their Accountable Blue program. As Montpelier University has brought new life to employee wellness, establishing a city match of these funds in FY18 will continue to have a positive impact on our claims trend. In my projection above, I used a 3.5% increase in health insurance premiums for 2017 and budgeted a 10% increase for the first half of 2018 as there are always unknown variables that could negatively impact our experience.

Note on Health Insurance: There are currently no health exchange options for the city because our number of employees exceeds 100. There is no future option for large employers to join the exchange. There is uncertainty about the effect of the implementation of “Cadillac taxes” on the

city's health insurance. Current legislation has postponed this tax until 2020, however it is unlikely this tax will ever be implemented as it is wildly unpopular. We will continue to monitor these issues and our options annually.

CVPSA – Continues to evolve with the expectation that dispatch services will be consolidated in FY18. I have not addressed budget considerations of this transfer as of this writing.

Supplies and Vehicle Fuel Costs – With oil prices continuing to be low there may be very little increase in the cost of supplies and vehicle fuel for FY18. This is a preliminary projection. The Management Team will be researching these cost as they develop their operating budgets.

Energy Costs - The City is always looking for opportunities to make energy conservation improvements and lock into fixed fuel prices when the market is favorable. The District Heat project is helping to control the cost of heating our downtown facilities using renewable resources. The Finance office is working with the Montpelier Energy Advisory Committee to monitor the city's baseline energy consumption and identify areas of savings. The Sharon and Broad Brook solar projects have now been implemented and credits to our electric utilities are expected to begin this month. As the CIP is reviewed and expenditures authorized, we should prioritize funding of improvements that move us toward the city's NetZero goal.

Grant Revenue –

Montpelier continues to receive state and federal funds for street improvements, the transit center and the bike path projects. State grants provide the majority of funding for the City's Community Justice Center and assist with seasonal work in the Parks Department. The Senior Center continues to receive corporate and foundation grants to support its work.

FUND BALANCE

The City's Fund Balance Policy states that the City Council's goal is to achieve a minimum unassigned fund balance equal to 15% of the budgeted General Fund expenditures." As of June 30, 2015 the unassigned fund balance was 7.78% (\$902,023/\$11,596,226) of the budgeted expenditures, an increase of .58%. Audit field work for the FY16 begins October 24, 2016. The FY16 audit report will be completed in December and will have final fund balance information.

DEBT

The Council approved a Debt Management Policy in September 2011 which helps guide the decisions regarding borrowing in FY17 and beyond. Budgeted debt service in FY17 is 5.6% of budgeted revenues. The policy threshold is 8.2%

COMMUNITY SERVICES

The Recreation Department transition is complete and continues to evolve. Continued discussions and planning over the coming months will illuminate the path toward a consolidation of resources between Recreation, Parks and Senior Center staff to benefit all Montpelier Residents.



America's Small Town Capital

CITY OF MONTPELIER
FY 18 BUDGET SCHEDULE (JULY 1, 2017– JUNE 30, 2018)

City Council Capital Improvements (CIP) Committee Members: Dona Bate, Justin Turcotte, John Hollar, Planning Commission member TBD, Bill Fraser, Tom McArdle, Todd Provencher Montpelier Alive Representative

Thursday October 6, 2016

Distribute Capital Projects & Equipment Request forms to Management team.

Wednesday October 12, 2016

Regular Council Meeting

Friday October 14, 2016

FY 18-FY 22 Capital Improvement Program (CIP) and Equipment Requests Due to Finance Department. Exception: DPW will provide CIP Requests by Friday October 21.

Tuesday October 18, 2016

FY 18 budget process and funding letter to Inside Agencies, Boards and Commissions ready for mailing – Sandy Pitonyak.

Wednesday October 19, 2016

Leadership meeting 9 AM, performance measurements and department report formats. Distribute Initial Operations Budget Worksheets/Guidelines to Management Team.

Wednesday, October 26, 2016

Regular Council Meeting, present budget schedule, goals and targets.

Thursday October 27, 2016

Management Team Meeting **9AM-12 PM** – Budget Workshop – CIP, Equipment, New Debt, Staffing
Distribute Performance Measurement Worksheets/Guidelines to Management Team

Friday November 4, 2016

Funding Requests Due from Inside Agencies, Boards and Commissions

Tuesday November 8, 2016
ELECTION DAY

Wednesday November 9, 2016

Regular Council Meeting – CVPSA, Fire and Police Department presentations
Capital Improvements Committee meeting at **5 p.m.**

Departmental Operating and Budget Requests Due to Finance including changes to the organizational chart and any supporting documents

Thursday November 10, 2016

Management Team meeting - 9:30-11 AM

Friday November 18, 2016

Departmental Performance Measures due to Assistant City Manager

Monday November 28, 2016

First draft of Budget completed and presented to City Manager by Finance Director.
Community Fund applications due.

Wednesday November 30, 2016

Council Meeting, Public Works and Planning Department presentations.
2nd Meeting of Capital Improvements (CIP) Committee-**5 p.m.**

Thursday December 1, 2016

Management Team Meeting – 9:30 – 11 AM

Tuesday November 29 through Friday December 2, 2016

City Manager and Finance Director to complete draft budget

Monday December 5 - 9, 2016

Management Team meets with City Manager and Finance Director to finalize budget
Management Teams provide Budget Book Documents

Wednesday December 14, 2016

Council Meeting – City Manager presents preliminary budget.

Thursday December 15, 2016

Management team Meeting – 9:30 – 11 AM

Wednesday December 21, 2016

Council Meeting – City Manager presents budget with budget books.

Wednesday January 4, 2017

Special Council Meeting - budget discussion

Wednesday January 11, 2017

Regular Council Meeting –Finalize and Approve Council’s Budget

Thursday January 12, 2017

Management Team Meeting 9:30 – 11 AM

Wednesday January 18, 2017

Special Council Meeting - First Public Hearing on Budget

Public Hearing on Bond

Necessity Resolution for Bond

Draft Warning for Annual Meeting

Thursday, January 26, 2017

Regular Council Meeting - Second and Final Public Hearing on Budget

Deadline for petitions

Approve Warning for Annual Meeting

Montpelier Community Fund Award Recommendation

School Board Budget Presentation at City Council Meeting

Thursday January 26, 2017

Management team meeting 9:30 – 11 AM

Tuesday March 7, 2017

Annual Meeting Day to Vote on Budget and Related Articles



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

November 9, 2016

- 16-317(f) Amend funding Authorization granted on July 27, 2016 to \$150,750. “Authorize the City Manager to finalize and sign all easements and related documents with the Capitol Plaza Corporation, Mary M. Heney Trust/Lawrence P. Heney Trust, and Overlake Park LLC for the purpose of constructing a bike path as part of the One Taylor Street project and approve expense of \$126,750 for this purpose.”
- 16-317(g) Authorize City Manager to finalize and sign a lease agreement with the Mary H. Heney Trust/Lawrence P. Heney Trust for a 49 year lease on 60 State Street as per financial terms outlined in attached memo.



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.



CITY COUNCIL Agenda Item #16-317(d)

Date: November 9, 2016

Consent x Discussion

SUBJECT: Clean Water State Revolving Loan Fund (CWSRLF) Approval

SUBMITTING DEPARTMENT: Finance Office / Public Works

RECOMMENDED ACTION: Approve a loan from the Clean Water State Revolving Loan Fund through the Municipal Bond Bank in the amount of \$39,720.00 at 0% interest and no fees to assist in preliminary engineering costs and subsurface investigation for water and wastewater upgrades on Northfield Street. Engineering is eligible for forgiveness of up to 50% of principal, pending final audit confirming approved use of funds.

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

EXPENDITURE REQUIRED: \$39,720.00 with possible 50% loan forgiveness

SOURCE OF FUNDS: Water Fund construction bond vote in March, 2017

LEGAL REQUIREMENTS: City Council authorizes borrowing

BACKGROUND INFORMATION: The Northfield Street reconstruction will include replacement of underground utilities. The State Revolving Loan Fund is encouraging communities to adopt a policy of addressing underground infrastructure while performing surface work. The loan is eligible for a 50% forgiveness upon final audit to verify that submitted costs are eligible. There are no fees and no interest calculated on this loan. Repayment will be made in five equal annual installments.

SUPPORTING DOCUMENTS: Copy of loan agreement for Council signature

INTERESTED PARTIES: Water Rate Payers

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. J. [unclear]", enclosed in a thin black rectangular box.

LOAN AGREEMENT

Vermont-Environmental Protection Agency
Local Assistance State Revolving Fund

**Water Planning Loan
WPL-264-1.0**

City of Montpelier

This Agreement, dated as this 1st of November, 2016 between the VERMONT MUNICIPAL BOND BANK, a body corporate and politic constituted as an instrumentality of the State of Vermont exercising public and essential governmental function (hereinafter referred to as the "Bank"), created pursuant to the provision of 24 V.S.A., Chapter 119, as amended, (hereinafter referred to as the "Act"), having its principal place of business at Winooski, Vermont, and the City of Montpelier, Vermont (hereinafter referred to as the "Municipality"):

W I T N E S E T H

WHEREAS, pursuant to the Act, and the provisions of 24 V.S.A. §4751-4762, the Bank is authorized to make loans of money (hereinafter referred to as "Loan" or "Loans") to a municipality on behalf of the state; and

WHEREAS, the Municipality is a municipality as defined in the Act and pursuant to the Act is authorized to accept a Loan from the Bank on behalf of the state, to be evidenced by its Municipal Note purchased by the Bank; and

WHEREAS, the Municipality is desirous of borrowing money from the Vermont-Environmental Protection Agency Local Assistance State Revolving Fund (the "Fund") and has applied to and has requested of the Bank a Loan and has duly authorized the issuance of water planning notes under 24 V.S.A. §4756(e) in the principal amount of \$39,720.00, of which authorized notes a Municipal Note in the amount of \$39,720.00 is evidence of the Loan in accordance with this Agreement, and which Municipal Note shall be in substantially the form appended hereto by the Municipality as Exhibit C;

NOW, THEREFORE, the parties agree that upon receipt of at least \$39,720.00 in the Fund:

1. The Bank makes the Loan and the Municipality accepts the Loan in the amount of \$39,720.00 from the Fund, to be used for costs of the project described on Approval of Loan Application issued by the Department of Environmental Conservation, and the Vermont Municipal Bond Bank, the terms of which are incorporated herein, and is appended hereto as Exhibit A. As evidence of the Loan made to the Municipality and such money borrowed from the Fund by the Municipality, the Municipality hereby issues to the Bank on behalf of the state the Municipal Note in the principal amount of \$39,720.00, which Municipal Note replaces, refunds and consolidates all sums due under the Loan Agreement dated as of November 1, 2016 by and between the Municipality and the Bank. The Municipal Note shall bear no interest as provided in 24 V.S.A., Chapter 120, §4756(b)(1) and as established by the State Treasurer and/or the Secretary of the Agency of Administration.
2. The Municipality has duly adopted or will adopt all necessary resolutions and has taken or will take all proceedings required by law to enable it to enter into this Loan Agreement and issue its Municipal Note to the Bank. The Municipality has or will expeditiously commence and continue the design and specification of the

project covered by this loan and any amendments thereto.

3. The Municipality shall make funds sufficient to pay the principal as the same matures (based upon the maturity schedule appended hereto as Exhibit B) available to the Bank at least (5) business days prior to each principal payment date.

4. The Bank and Municipality agree that loan proceeds will be disbursed to the Municipality as eligible 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.

5. The Municipality is obligated to make the principal portion of the Municipal Note payments scheduled by the Bank on an annual basis. The Municipality may prepay the loan at its option without penalty.

6. The Municipality shall be obligated to inform in writing the Bank, or such agent designated by the Bank, at least 30 days prior to each principal payment date of the name of the official to whom invoices for the payment of principal should be addressed.

7. Notwithstanding paragraph 13 hereof, prior to payment of the amount of the Loan, or any portion thereof, the 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 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.

8. 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 section 1452 of the Safe Drinking Water Act Amendments of 1996, 24 V.S.A., Chapter 120 and the list of Federal Laws and Authorities included as Exhibit D. The enumeration of the Federal Laws and Authorities in Exhibit D shall not be construed as a waiver by the Municipality of any exemption or exception, jurisdictional or otherwise.

9. 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.

10. 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.

11. 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.

12. The Municipality agrees to indemnify and hold the 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 any insurance coverage.

13. 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.

14. 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 60 days of request by the Department of Environmental Conservation.

15. 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. 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 five years after project completion or until any audit questions have been resolved, whichever is later.

16. 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.

17. 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.

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

19. The Municipality or Water System is hereby notified that 100% of the funds received under this loan are identified as Federal Funds for purposes of the Federal Single Audit Act of 1984, as amended. These funds are being awarded in accord with the Federal Safe Drinking Water State Revolving Fund program, CFDA number 66.468. For any municipal fiscal year in which the Municipality or Water System expends loan funds of \$750,000.00 or more in Federal Funds from all sources, the Municipality or Water System shall have an audit performed in accord with the Federal Single Audit Act and furnish a copy to the Facilities Engineering Division within nine (9) months of the end of Municipality's or Water System's accounting period.

20. This Agreement is funded in whole or in part by federal funds. By acceptance of this Agreement the municipality agrees to complete the Subrecipient Annual Report to address low water pressure and to improve the reliability and serviceability of the system; and submit it 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 Facilities Engineering Division within 9 months of its fiscal year end. If a single audit is not required, only the Subrecipient Annual Report to the Department of Finance is required.

21. In addition to the other terms of this Agreement, and as a part thereof, the Municipality, as a condition of the Loan, expressly agrees 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 pdfa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Attest:

VERMONT MUNICIPAL BOND BANK

 By:  Date: 10/26/18

Secretary Executive Director Date

Attest:

CITY OF MONTPELIER

City Clerk

By: _____
Mayor

And by:

City Treasurer

EXHIBIT A

PROJECT ELEMENTS FOR THIS LOAN AGREEMENT

Preliminary engineering and subsurface investigation for water and wastewater upgrades to Northfield St. (Montpelier)

EXHIBIT B

MATURITY SCHEDULE

Municipality's Note Due:

Beginning (5) years after the approval of the final design report or (5) years after the last loan payment issued, whichever occurs first.

Loan Terms						
Loan Amount:		\$39,720.00				
Loan Term Years:		5				
Interest Rate:		0.00%				
Admin Fee:		0.00%				
Repayment Date	Payment Number	Principal Due	Principal Payment	Interest Payment	Admin. Fee	Total Payment
9/1/2021	1	\$39,720.00	\$7,944.00	\$0.00	\$0.00	\$7,944.00
9/1/2022	2	\$31,776.00	\$7,944.00	\$0.00	\$0.00	\$7,944.00
9/1/2023	3	\$23,832.00	\$7,944.00	\$0.00	\$0.00	\$7,944.00
9/1/2024	4	\$15,888.00	\$7,944.00	\$0.00	\$0.00	\$7,944.00
9/1/2025	5	\$7,944.00	\$7,944.00	\$0.00	\$0.00	\$7,944.00
Payments			\$39,720.00	\$0.00	\$0.00	\$39,720.00

EXHIBIT D

LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

- 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
- Endangered Species Act 16 U.S.C. 1531, et seq.
- Executive Order 11990, Protection of Wetlands
- Executive Order 11988, Floodplain Management
- 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
- National Historic Preservation Act of 1966, PL 89-665, as amended
- Safe Drinking Water Act, section 1424(e), PL 92-523, as amended
- Wild and Scenic Rivers Act, PL-942, as amended
- "American Iron and Steel" requirements of P.L. 113-76 the Consolidated Appropriations Act of 2014
- Davis-Bacon Act (40 CFR '31.36(i)(5))
- Davis Bacon and Related Acts Wage Rate Requirements (29 CFR 5.5)
- Trafficking and Violence Protection Act of 2000 (P.L. 106-386)

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
- Section 13 of PL 92-500; Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Executive Order 11264, Equal Employment Opportunity
- Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
- Rehabilitation Act of 1973, PL 93-112 (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY:

- Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- Executive Order 12549 - Debarment and Suspension

Schedule A-2

1. Title of Note: 2016 City of Montpelier
Water Planning Note

Total Principal Amount: \$39,720.00

Dated: October 1, 2016

Maturity Date(s) , Principal Amount(s) Interest Rate(s)

As per attached specimen note.

2. Project Estimated Date Estimated Date
of Completion All Proceeds Expended

The project is described as PER development for utility, sidewalk and curb replacement on Eastern portion of Northfield Street.

3. Other Obligations of Issuer Issued This Calendar Year

No. R-1

UNITED STATES OF AMERICA
STATE OF VERMONT
CITY OF MONTPELIER

\$39,720.00

WATER PLANNING NOTE

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 sum of THIRTY-NINE THOUSAND SEVEN HUNDRED TWENTY DOLLARS and 00/100ths (\$39,720.00) in installments on **SEPTEMBER 1** of each year as set forth below, without interest:

Loan Terms

Loan Amount: \$39,720.00
Loan Term Years: 5
Interest Rate: 0.00%
Admin Fee: 0.00%

Repayment Date	Payment Number	Principal Due	Principal Payment	Interest Payment	Admin. Fee	Total Payment
9/1/2021	1	\$39,720.00	\$7,944.00	\$0.00	\$0.00	\$7,944.00
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9/1/2024	4	\$15,888.00	\$7,944.00	\$0.00	\$0.00	\$7,944.00
9/1/2025	5	\$7,944.00	\$7,944.00	\$0.00	\$0.00	\$7,944.00
Payments			\$39,720.00	\$0.00	\$0.00	\$39,720.00

This Note is payable in lawful money of the United States at People's United Bank in the City of Burlington, State of Vermont. Final payment of this Note shall be made upon surrender of this Note for cancellation.

This Note is issued by the Municipality for the purpose of financing water supply improvements under and by virtue of Chapters 53, 89, 91, and 120 of Title 24, Vermont Statutes Annotated, and resolution of its City Council adopted under authority of 24 V.S.A. 4756(e).

This Note 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 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 Note 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 Note to be signed by its Treasurer, and a majority of its Board of Water Commissioners and its seal to be affixed hereto and dated:

_____ 2016.

CITY OF MONTPELIER

All of a Majority of its City Council

City Treasurer

No. R-2

CITY OF MONTPELIER

\$39,720.00 GENERAL OBLIGATION NOTE

DATED NOVEMBER 1, 2016

CERTIFICATE OF REGISTRATION

It is hereby certified that this Note is a registered Note, the principal due thereon payable only to the holder of record as appears of record in the office of the Treasurer of the issuing Municipality. This Note 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/her office and he/she shall record such transfer in his/her records and on the Note. The name and address of the original registered owner of this Note is Vermont Municipal Bond Bank, 20 Winooski Falls Way – Suite 305, Winooski, VT 05404

Dated as of the _____, 2016.

City Treasurer

RESOLUTION AND CERTIFICATE

(General Obligation - Water Planning Loan)

(Vermont-EPA Local Assistance State Revolving Fund)

WHEREAS, a majority of the City Council of the City of Montpelier (herein called the "Municipality") being present and voting, hereby find and determine that the public interest and necessity require certain public improvements, namely, water system improvements; and

WHEREAS, in order to have funds available for such public improvements, the Municipality, acting through its City Council has applied to the Vermont Agency of Natural Resources for a water planning in the form of a loan authorized under 24 V.S.A., Chapter 120; and

WHEREAS, pursuant to powers vested in them under 24 V.S.A. §4756(e), the said City Council has accepted the terms of an Approval of Loan Application from the Vermont Agency of Natural Resources and the Vermont Municipal Bond Bank and is about to enter into a Loan Agreement (Exhibit A) on behalf of the Municipality with the Vermont Municipal Bond Bank respecting a loan from said Bank in the amount of \$39,720.00 repayable without interest, as follows:

<u>Payment Due</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
--------------------	-------------------------	----------------------

As per Exhibit B attached.

AND WHEREAS, the Note 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 attached hereto, as Exhibit C;

THEREFORE, be it resolved that the City Council proceed forthwith to cause said Note 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

BE IT FURTHER RESOLVED, that said Note 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 this Note, or any note, bond or bonds issued to consolidate, refund or replace the same, is fully paid, a tax, charge or assessment sufficient to pay such Note or replacement instruments 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 Mayor of the City of Montpelier and Treasurer of the Municipality 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 the above-described Loan Agreement, the Loan Application made by the Municipality, and Loan Approval to be delivered to the Vermont Municipal Bond Bank, the list of Federal Laws and Authorities (Exhibit D), to be delivered in connection with the issuance and sale of the Note, 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, and Loan Application re 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 City Council in, about or concerning the improvements herein above described and of the issuance of notes, bonds or other evidence of debt in connection therewith, are hereby ratified and confirmed; and

BE IT FURTHER RESOLVED, that in connection with the pending sale of the Municipality's Note in the face amount of \$39,720.00 to the Vermont Municipal Bond Bank, execution and delivery of the Note, 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 Note and the Loan Agreement; and

And we, the undersigned officers, as indicated, hereby certify that we as such officers have signed said Note dated November 1, 2016, payable as aforesaid, and reciting that it is issued under and pursuant to this resolution, and we also certify that said Note 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 Note 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.

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

Dated: _____ 2016.

ATTEST:

CITY OF MONTPELIER

By:

City Clerk

All or Majority of the City Council

And By:

City Treasurer



CITY COUNCIL Agenda Item #16-319

Date: November 9, 2016

Consent ☐ Discussion ☒

SUBJECT: Goal Review: B: Maintain Excellent Services

SUBMITTING DEPARTMENT: City Manager

RECOMMENDED ACTION: Receive Report

RELATED COUNCIL GOAL/PRIOR ACTION: Adoption of 2016-17 Goals

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: None

BACKGROUND INFORMATION: The City Council adopted Goals, Strategies and Actions on April 27th. Staff has scheduled regular updates throughout the year.

SUPPORTING DOCUMENTS: Summary Memo from City Manager

INTERESTED PARTIES: City Council, City 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
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: Maintain Excellent Services
Date: November 4, 2016

This is the eighth of regular updates on goals.

The topic for this agenda is Maintain a Vibrant Downtown. 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
B	Maintain excellent services	Develop high performing organization	Promote Leadership Values and Philosophy
		Meet organizational needs	Build HR capacity
			Update Personnel Plan
			Work toward MSAC Accreditation
			Emphasize Employee Wellness
			Develop an integrated plan to provide facilities and grounds management
			Develop/acquire asset management capabilities
		Seek opportunities for efficiencies	Complete Community Services Plan
			Participate in planning for Regional Public Safety Authority

The Leadership team has embraced the high performance model and are working to successfully implement it throughout the organization.

Organization core values have been adopted: *Integrity, Competence, Respect, Responsiveness, Caring, Dedication, Fairness, Teamwork, Service Orientation and Accountability*. We are working on measuring our individual and collective efforts through these values.

A leadership philosophy has also been adopted: *The City of Montpelier employees are the most successful when working together as a team. Leadership is everyone's responsibility.*

We are motivated by meaningful work and value creative solutions. Each individual holds critical knowledge and information and, collectively, with mutual trust, we produce maximum results. Decisions are made in a consultative and participatory way with those who do and know the work.

We have a culture of learning, self-direction, and creativity that supports professional growth and the advancement of employees. We encourage each employee's contribution to the overall mission of the City by honoring individual competency and job clarity. We embrace new technologies, ideas and best practice. We are proud to contribute to an enjoyable and productive work environment.

A new Human Resources Specialist has been hired which has increased our capacity somewhat. We anticipate using the Assistant City Manager to supplement this role once the One Taylor project is fully under construction and the MDC is fully operational.

A revised Personnel Plan has been drafted and shared with employees. Due to time constraints, this project was postponed until February.

Senior Center staff has initiated the accreditation process with the Advisory Committee.

Employee Wellness programs have included regular health screenings, flu shots, meditation and yoga.

DPW Asset Management software has been ordered and will make a positive difference in evaluating work needs.

Community Services Planning effort has been completed, final report is due. First phase of implementation will be proposed in the budget.

City has regularly participated in the Public Safety Authority discussions. The Authority will be presenting a plan on November 30th.

City Council
Proposed 2016-2017 City Council Goals
Calendar of Review (through July 2017)



Month	Reference Letter	Proposed Policy Goal	Proposed Strategy	Proposed Action/Deliverable to Council
April	B	Maintain excellent services	Seek opportunities for efficiencies	Support grants for CVPSA - done
May	B	Maintain excellent services	Seek opportunities for efficiencies	Consider and approve Community Services Facilitator contract. Done - May 11
	C	Maintain a safe community	Maintain emergency preparedness	Executive session briefing on Water system security measures including cyber security held on June 14 - done
	D	Create and maintain a healthy environment for housing and economic growth	Enact responsible growth policies	<i>Review and adopt new zoning regulations - Review in process</i>
	D	Create and maintain a healthy environment for housing and economic growth	Enact responsible growth policies	<i>Meet with Master Plan consultant to start process - on August 10 agenda</i>
	D	Create and maintain a healthy environment for housing and economic growth	Facilitate housing projects	<i>Approve easements for 1 Taylor Street - three easements approved July 27, in negotiations for final parcel</i>
	D	Create and maintain a healthy environment for housing and economic growth	Facilitate economic development	Receive development proposals for 55 Barre Street - done, chose not to proceed
June	A	Keep Montpelier Affordable	Increase the grand list	Review and approve the EDSP - Done on June 8, Implementation Plan for July 15
	A	Keep Montpelier Affordable	Seek new revenue sources	Take action on Local Options Tax after Legislature acts on charger change - done May 25
	A	Keep Montpelier Affordable	Seek new revenue sources	Implement new user fees in budget - done on June 8. LOT and PILOT allocated July 13.
	B	Maintain excellent services	Seek opportunities for efficiencies	Meet with Community Services facilitator - done May 25
	F	Maintain a Vibrant Downtown	Improve downtown infrastructure	Receive preliminary plans and cost estimates for the reconstruction of Taylor Street - done July 13
	G	Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment	Address Water/Sewer Infrastructure Needs	Receive a long-term funding plan presentation - approved on July 13. Done

	G	Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment	Ensure that District Heat Montpelier is financially sound	<i>Approve Customer Agreement amendments and new rates - Rates approved on July 6</i>
July	D	Create and maintain a healthy environment for housing and economic growth	Facilitate housing projects	Consider and approve contracts for 1 Taylor Street
	D	Create and maintain a healthy environment for housing and economic growth	Facilitate economic development	Consider sale documents for 55 Barre Street - will not occur as a result of decision not to proceed. Done
August	B	Maintain excellent services	Meet organizational needs	<i>Review and approve updated Personnel Plan - being moved to February due to higher priorities</i>
September	A	Keep Montpelier Affordable	Increase the grand list	Consider tax stabilization policy - to be completed by LDC when they are functional
	C	Maintain a safe community	Maintain emergency preparedness	Received report on source control plans on October 12
	G	Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment	Complete Current Major Projects	<i>one easement signed, two more being signed next week. Update provided on 10/28</i>
	H	Maintain a clean and healthy natural environment	Provide effective storm water management	<i>Receive Storm Water Master Plan - September 21</i>
	H	Maintain a clean and healthy natural environment	Provide clean drinking water	Received updated source protection plan - October 12
October	A	Keep Montpelier Affordable	Maintain a variety of housing choices	<i>Housing strategies plan drafted and being reviewed by HTF- to be completed as part of Master Plan</i>
November	F	Maintain a Vibrant Downtown	Improve downtown infrastructure	<i>Possible identification of new funding for the 2017 communications plan - to be presented on November 30</i>
	G	Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment	Fund/Implement the CIP Maintenance	<i>Receive end of construction season report - to be presented on November 30</i>
December	A	Keep Montpelier Affordable	Increase the grand list	Consider EDSP deliverables as part of FY18 budget process
	B	Maintain excellent services	Meet organizational needs	With FY18 budget receive a plan for integrated ground and facilities maintenance - <i>preliminary report on October 12</i>
	B	Maintain excellent services	Seek opportunities for efficiencies	<i>With FY18 budget receive plan for Community Services Department - preliminary report presented on October 12</i>
	D	Create and maintain a healthy environment for housing and economic growth	Facilitate housing projects	Consider and approve final design for 1 Taylor Street

	D	Create and maintain a healthy environment for housing and economic growth	Facilitate economic development	With FY18 budget receive a plan to update facility at 55 Barre Street
	E	Maintain a healthy community for people	Promote health-building activities	With the FY18 budget receive a plan to further implement Montpelier in Motion
	E	Maintain a healthy community for people	Promote health-building activities	With FY18 budget receive plan for Community Services Department - preliminary report on October 12
	E	Maintain a healthy community for people	Maintain senior nutrition program to improve health and socialization for aging	With the FY18 budget receive a plan for supporting FEAST - <i>update coming on October 26, postponed until November 30</i>
	F	Maintain a Vibrant Downtown	Improve parking	Receive and review the proposed parking plan
	G	Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment	Complete Current Major Projects	Review final design of the Shared Use Path Extension
January	B	Maintain excellent services	Meet organizational needs	Report on progress to build HR capacity
	C	Maintain a safe community	Maintain emergency preparedness	Review and approve CSO overflow reduction minimum controls plan
February	D	Create and maintain a healthy environment for housing and economic growth	Facilitate housing projects	Consider and approve contracts for 1 Taylor Street
	F	Maintain a Vibrant Downtown	Improve downtown infrastructure	Preview of the 2017 communication plan
March	G	Achieve a steady state for infrastructure maintenance and improvements, facilities and equipment	Complete Current Major Projects	Award contracts for Shared Use Path Extension construction
April				
May				
June	A	Keep Montpelier Affordable	Maintain a variety of housing choices	Housing Plan as part of Master Plan
	A	Keep Montpelier Affordable	Seek new revenue sources	Report on MSAC endowment/estate planning
	B	Maintain excellent services	Meet organizational needs	Report on MSAC accreditation



CITY COUNCIL Agenda Item #16-323

Date: November 9, 2016

Consent ☐ Discussion ☒

SUBJECT: Community Fund Board Budget Discussion

SUBMITTING DEPARTMENT: Community Fund Committee

RECOMMENDED ACTION: Receive request from the Community Fund Committee, discussion, and vote to appropriate funds.

RELATED COUNCIL GOAL/PRIOR ACTION: On September 14, 2016, the City Council provided guidance to the Community Fund Board on their proposed FY18 process.

EXPENDITURE REQUIRED: To be determined by the Council

SOURCE OF FUNDS: General Fund

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: The Community Fund Committee has requested time on the Council agenda to discuss the FY18 funding.

SUPPORTING DOCUMENTS: N/A

INTERESTED PARTIES: Montpelier public

CITY MANAGER'S APPROVAL: 



CITY COUNCIL Agenda Item #16-324

Date: November 9, 2016

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

SUBJECT: Department Update – Fire

SUBMITTING DEPARTMENT: Fire

RECOMMENDED ACTION: Receive presentation from Chief Gowans on Fire operations, emerging issues and budget implications.

RELATED COUNCIL GOAL/PRIOR ACTION:

City Council Goal A: “Keep Montpelier affordable for residents: Adopt budget within resources available.” Goal C: “Maintain a safe community.”

EXPENDITURE REQUIRED: None at this time.

SOURCE OF FUNDS: General Fund

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: Chief Gowans will present a PowerPoint presentation on Department operations, emerging issues, and budget implications in advance of the FY18 budget process.

SUPPORTING DOCUMENTS: PowerPoint presentation

INTERESTED PARTIES: All

CITY MANAGER’S APPROVAL:

A handwritten signature in black ink, appearing to read "W. J. [unclear]", written over a white rectangular background.



CITY COUNCIL Agenda Item #16-320

Date: November 9, 2016

Consent ___ Discussion x

SUBJECT: Second Reading for Proposed Junkyard Ordinance

SUBMITTING DEPARTMENT: City Manager's Office

RECOMMENDED ACTION: Conduct public hearing; approve ordinance.

RELATED COUNCIL GOAL/PRIOR ACTION: C: Maintain a safe community;
E: Maintain a healthy community for people; and H: Maintain a clean and healthy natural environment.

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

LEGAL REQUIREMENTS: Ordinance adoption requires two public hearings (readings). Authority for this action comes from general statute and City Charter.

BACKGROUND INFORMATION: The Mayor raised concern about the need for junkyard regulations. This draft ordinance is based upon the Vermont League of Cities and Towns' model junkyard ordinance and processes used by the City of Barre. The ordinance passed first reading on September 14, 2016; the second readings scheduled for September 21st and October 26th were tabled.

SUPPORTING DOCUMENTS: Draft ordinance

INTERESTED PARTIES: Property owners who store junk on their property, abutters to said 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.

REGULATING OUTDOOR STORAGE OF JUNK AND JUNK VEHICLES

WHEREAS, the City of Montpelier has, by authority granted in 24 V.S.A. §1971 et seq., 2246 and 2291, and §702 of the City Charter, the powers to adopt, amend, repeal, and enforce ordinances, and to manage and regulate outdoor storage of junk and junk motor vehicles within its boundaries;

NOW, THEREFORE, to protect the public health, safety and well being, and to promote the responsible use of resources and protection of the environment, the City Council of the City of City of Montpelier hereby adopts this ordinance to regulate outdoor storage of junk and junk motor vehicles.

ARTICLE I. Definitions.

- a. "Abandon" means to leave without claimed ownership for 30 days or more.
- b. "Abutting property owner" means any person or persons, corporation or other entity that owns, leases, or in any other way uses or controls the real property abutting any portion of the property of another.
- c. "Enforcement Officer" means any health officer, deputy health officer, building inspector or fire chief appointed by the City Manager to enforce the provisions of this ordinance.
- d. "Highway" means any highway, road, street or other public way, regardless of classification.
- e. "Household appliance" means any range, stove, refrigerator, washing machine, clothes dryer, water pump, power tool and the like.
- f. "Junk" means old or discarded scrap copper, brass, iron, steel or other metals, or materials including but not limited to tires, household appliances, furniture, rope, rags, batteries, glass, rubber debris, waste, trash, construction debris, plumbing fixtures, or any discarded, dismantled/wrecked, scrapped, or ruined motor vehicle or parts thereof. Any of the above items used in a bona fide agricultural operation are excluded from this definition.
- g. "Junkyard" means any place of outdoor storage or deposit that is maintained, operated or used in connection with a business for storing, keeping, processing, buying or selling junk or as a scrap metal processing facility. "Junkyard" also means any place of outdoor storage or deposit, not in connection with a business, which is maintained or used for the storing or keeping of one or more junk motor vehicles which are visible from any portion of a public highway. However, the term does not include a private garbage dump or a sanitary landfill that is in compliance with 24 V.S.A. §§ 2201 et seq. and any applicable state regulations. It does not mean a garage where wrecked or disabled motor vehicles are stored for less than 90 days for inspection or repairs.
- h. "Junk motor vehicle" means a discarded, dismantled, wrecked, scrapped or ruined motor vehicle or parts thereof, an unregistered motor home not connected to water and(or sewer, or

a vehicle other than an on-premise utility vehicle which is allowed to remain unregistered for a period of 90 days from the date of discovery.

- i. "Motor vehicle" means any vehicle propelled or drawn by power other than muscular power, including trailers. Functional vehicles and equipment used for agricultural and construction operations are excluded from this definition.
- J. "Traveled way" means that portion of a public highway designed for the movement of a motor vehicle, shoulders, and roadside parking, rest, observation areas, and other areas immediately adjacent and contiguous to the traveled portion of the roadway.

ARTICLE 2. Requirements.

- a. It shall be unlawful to place, discard or abandon junk or junk motor vehicles in a place where any such item is visible from the traveled way of a highway or town road, or visible to an abutting landowner from that portion of the abutter's land used on a regular basis. Any such item so placed, discarded or abandoned is hereby declared to be a public nuisance.
- b. It shall be unlawful to place, discard or abandon junk or junk motor vehicles upon the land of another with or without the consent of the owner, when any such item is visible from the traveled way of a highway or town road, or visible to an abutting landowner from that portion of the abutter's land used on a regular basis. Any such item so placed, discarded or abandoned is hereby declared to be a public nuisance.

A person who wishes to operate a junkyard within the City of Montpelier is required to:

- obtain a certificate of approval for the location of the junkyard, and
 - obtain a license to operate, establish or maintain a junkyard from the State of Vermont.
1. **Certificate of Approved Location.** Application for a certificate of approved location shall be made in writing to the City Council of the City of Montpelier through the City Manager. The application shall contain a description of the land to be included within the junkyard, which description shall be by reference to so-called permanent boundary markers. The procedures to be followed after an application has been made are those specified in 24 V.S.A. §§ 2252-2256, as from time to time amended. The application shall be accompanied by a certificate from the Zoning Administrator that the proposed location is not within an established district restricted against such uses or otherwise contrary to such zoning ordinance
 2. **State Junkyard License.** The procedures for obtaining a junkyard license from the State of Vermont are those specified in 24 V.S.A. §§ 2261-2264, as from time to time amended.

- c. All junkyards, scrap yards, and places of outdoor storage of junk shall be effectively screened from public view by a fence or vegetation at least eight feet in height. Any fence shall be of sound construction and of solid vertical board or 'stockade' type construction, and shall be maintained neatly and in good repair. Such a fence shall not be used for advertising signs or other displays which are visible from the traveled way of a highway. Any vegetation used for screening shall be of sufficient density so that it effectively screens the area from view. Failure to provide screening as required herein shall be considered a violation of this ordinance.

ARTICLE 3. Enforcement and Penalties.

- a. Upon receiving written notice from the Enforcement Officer to do so, the owner of any junk or junk motor vehicle discovered in violation of Article 2 of this ordinance shall remove or screen the item(s) or vehicle(s) from the view of the traveled way of the highway or town road to cure the violation. Such items shall also be screened from the view of an abutting landowner as seen from that portion of the abutter's land used on a regular basis. If the owner of the junk or junk motor vehicle(s) does not remove or screen the items from view within 30 days from the date of mailing of the written notice by the Enforcement Officer, the Officer may notify the appropriate state agency or may issue a ticket as prescribed in subsection c below.
- b. Additional Provisions for Junk Motor Vehicles.
 - 1. If the owner of the land on which a junk motor vehicle is discovered in violation of Article 2 of this ordinance does not hold title or disclaims title to the vehicle, and the true owner of the vehicle is known or can be ascertained, the true owner shall move, screen or dispose of the vehicle upon receiving written notice from the Enforcement Officer.
 - 2. If the last known registered owner fails or refuses to reclaim the vehicle upon receiving said written notice, or if after an investigation the owner of the vehicle cannot be ascertained, the Enforcement Officer may notify the appropriate state agency or may issue a ticket as prescribed in subsection (c) below.
 - 3. Further procedures by the state agency are specified in 24 V.S.A. § 2272.
- c. A violation of this ordinance shall be a civil matter which may be enforced in the Vermont Judicial Bureau or in the Washington County Superior Court, at the election of the legislative body.
 - 1. Violations enforced in the Judicial Bureau shall be in accordance with the provisions of 24 V.S.A. §§ 1974a and 1977 et seq. A civil penalty of not more than \$500 per violation may be imposed for violation of this ordinance.
 - A. A municipal ticket will be issued 30 days after written notification of violation is mailed by the City Council if the violation has not been corrected in accordance with this ordinance. Each day that the violation continues shall constitute a separate violation of this ordinance.

- B. For purposes of enforcement in the Judicial Bureau, the City Enforcement Officers shall be the designated enforcement officer(s). Said designee(s) shall issue tickets and may be the appearing officer at any hearing.
2. Violations enforced in the Superior Court shall be in accordance with the Vermont Rules of Civil Procedure. The legislative body may pursue all appropriate injunctive relief. In addition, a civil penalty of not more than \$500 per violation may be imposed for violation of this ordinance. A civil action may be initiated within [30 days] after written notification of violation is mailed by the City Council if the violation has not been corrected in accordance with this ordinance. Each day that the violation continues shall constitute a separate violation of this ordinance.

ARTICLE 4. Severability. If any section of this ordinance is held by a court of competent jurisdiction to be invalid, such finding shall not invalidate any other part of this ordinance.

ARTICLE 5. Effective Date. This ordinance shall become effective 15 days after its adoption by the City Council as per § 702 (c) of the City Charter. A petition may be filed under § 702 (c), which shall govern the taking effect of this ordinance.



CITY COUNCIL Agenda Item #16-317(b)

Date: November 9, 2016

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

SUBJECT: Northfield Street Final Design Engineering Services Contract Approval

SUBMITTING DEPARTMENT: Public Works

RECOMMENDED ACTION: Approve an engineering services contract with Dufresne Group Engineering for Final Engineering Services on the Northfield Street Reconstruction Project and assign the City Manager as duly authorized agent for the contract.

RELATED COUNCIL GOAL/PRIOR ACTION: Goal G – Make Steady progress toward maintaining and improving infrastructure and establish a clear timeline for achieving steady state.

EXPENDITURE REQUIRED: \$101,300

SOURCE OF FUNDS: Water Fund, Sewer Fund, General Fund and State Revolving Loan Funds (to be reimbursed from anticipated bond proceeds that voters will be asked to approve at the 2017 Town Meeting)

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: The water and sewer mains along Northfield Street and the overall condition of the street and sidewalks are all very poor. The State of Vermont is planning to pave Northfield Street in 2018 which is being coordinated with utility and road subbase reconstruction to be performed by the City. The underlying utilities need to be replaced in order to preserve the investment of the new paving. In addition to utility and general civil engineering services, the consultant will perform final design for bicycle and pedestrian improvements. Dufresne Group is recommended as the preferred consultant for final design services because they were selected by the RFP method to undertake the preliminary engineering report contract.

SUPPORTING DOCUMENTS: Engineering Agreement

INTERESTED PARTIES: DPW / Sewer Rate Payers / Water Rate Payers / Tax payers/ Pedestrians and Cyclists

CITY MANAGER'S APPROVAL:

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

November 4, 2016

William Fraser, City Manager
City of Montpelier
City Hall, 39 Main Street
Montpelier, VT 05602-2950

Re: Revised Engineering Services Agreement to prepare Final Design Phase Drawings and Specifications for Utility, Sidewalk, and Curb Replacement on the Eastern portion of Northfield Street for Engineer's Project No. 8160003

Dear Bill:

This AGREEMENT is written pursuant to the **City of Montpelier's** (OWNER's) request for Dufresne & Associates, PC d/b/a Dufresne Group (ENGINEER) to provide professional engineering services as outlined below.

SCOPE OF SERVICES

Professional engineering services are to be performed by the ENGINEER as detailed in Attachment No. 1 of this AGREEMENT. The OWNER may, from time to time, request changes in the scope of services to be performed under this AGREEMENT. Any changes in scope, including an increase or decrease in the amount of the ENGINEER's compensation, shall be mutually agreed upon in writing by and between the OWNER and the ENGINEER and shall be incorporated into this AGREEMENT by a written Amendment signed by both parties.

BASIS OF COMPENSATION

For services performed under this AGREEMENT, the Owner agrees to compensate the ENGINEER as follows:

I. Basic Services –

Study and Report Phase	\$		Lump Sum (LS)
Preliminary Design Phase	\$		LS or Not to Exceed (NTE)
Final Design		\$86,800	Lump Sum

II. Field Surveys

III. Subsurface Explorations

IV. Special Services **\$14,500 NTE**

Total amount of items to this AGREEMENT **\$101,300**

Billing for each work item shall be on a monthly basis as follows:

Lump Sum (LS) Services: Includes all engineering costs and direct expenses per **Attachment No. 2**. Shall be invoiced / billed throughout the project duration based upon percentage complete. The cost to the **CLIENT OWNER** will be limited to the lump sum fee indicated for each LS work item above.

Not-To-Exceed Services (NTE): A Fee based on expenses incurred in the interest of the Project, **will be charged on an hourly rate plus expenses based on the rates and charges shown in Attachment 2, Table 1 – Schedule of Fees.** ~~to include direct labor equal to the actual salaries of personnel, overhead expense of 1.____ times direct labor and profit of ____% of direct labor and overhead, _____ plus reimbursable expenses per Attachment No. 3.~~ The cost to the **CLIENT OWNER** will be at or below the NTE fee indicated for each work item above **unless the budget is modified by amendment to reflect additional work required to complete the task.**

All invoices/bills **for not-to-exceed tasks will accurately depict time and expenses for the invoice period as shown in Attachment No. 5. Invoices for not-to-exceed tasks will also include the budget as amended (if applicable) and show the total costs to date by task based on current and previous invoices.** ~~(see Attachment No. 5) will accurately depict all services provided from the Agreement and any authorized Amendment date through the date of each _____ invoice/bill.~~ All invoices/bills to the OWNER will be formatted to comply with the current **directive from the State of Vermont Department of Environmental Conservation (DEC)/Facilities Engineering Division (FED) directives.**

It is understood that the Engineer's labor rates are adjusted annually in January **beginning on January 1, 2016.** The fees for services provided under this AGREEMENT and any fully executed Amendment(s) shall be the current rates at the time that the work is performed. Refer to Attachment No. 2 – Schedule of Fees, ~~Attachment No. 3 – Reimbursable Expenses and Attachment No. 4 – Level of Effort~~

TERMS AND CONDITIONS

Refer to Attachment No. 6 for the Terms and Conditions that govern this AGREEMENT and any fully executed Amendment(s).

EXECUTED AGREEMENT

This AGREEMENT and any fully executed Amendment(s) shall be considered binding when duly authorized agents of the ENGINEER and the OWNER sign the document and one (1) executed copy is returned to the office of the ENGINEER. If this AGREEMENT or any Amendment(s) are not executed within sixty (60) days of the date signed by the ENGINEER, it may be subject to re-negotiation.

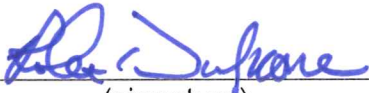
DURATION OF SERVICES

The Engineer shall commence services on the Date of Execution of this Agreement, and shall fully complete all authorized services within **90** consecutive calendar days.

OFFER OF PROFESSIONAL ENGINEERING SERVICES

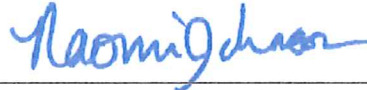
The ENGINEER, as an independent agent, offers to provide the professional engineering services described in this AGREEMENT, including Attachment **Nos. 1, 2, 4, 5, and 6 (excluding Attachment 3)**, for the compensation and duration specified.

Engineer: **Dufresne & Associates, PC dba Dufresne Group**



(signature)

By: **Robert E. Dufresne, PE**
Title: **President**



(signature)

By: **Naomi R. Johnson, PE**
Title: **Senior Vice President**
Dated: **November 4, 2016**

OWNER ACCEPTANCE

The OWNER acknowledges this to be a binding AGREEMENT and agrees to the conditions as stated. The ENGINEER is hereby directed to proceed with the scope of services on the Date of Execution identified below.

The OWNER acknowledges that it has the financial resources and intends to pay for services rendered in accordance with the conditions as stated herein and acknowledges that if invoices are not paid in full within sixty (60) days of date of invoice, that the ENGINEER may stop work, without consequence or liability of any kind, until the invoices are paid.

The OWNER warrants that the signature below is that of its duly authorized representative of the OWNER who possesses the full legal authority to execute this AGREEMENT on behalf of OWNER.

The OWNER acknowledges that this AGREEMENT is comprised of, and incorporates by reference, **Attachment Nos. 1, 2, 4, 5 and 6 (excluding attachment 3)**.

OWNER: **City of Montpelier, Vermont**

William J. Fraser, City Manager
Authorized Representative

Date of Execution

Witness to Signature

Executed in Triplicate

ATTACHMENT NO. 1

SCOPE OF SERVICES

INTRODUCTION

The OWNER is planning to **construct sidewalk improvements and replace water and sewer main on a portion of Northfield Street prior to a 2017 planned VTrans pavement replacement project.**

Per the OWNER's request, the ENGINEER proposes to provide professional engineering services **to prepare final design phase drawings and specifications for improvements as specifically outlined in the Preliminary Engineering Report (PER) dated October 28, 2016.**

~~This scope of services is based on the OWNER securing financing through a State of Vermont Revolving Loan Fund (CWSRF or DWSRF) and/or Grant for this project.~~

Scope of Services:

The ENGINEER will prepare drawings and specifications to define the character and extent of required construction activities suitable for receipt of public bids for a single construction contract that complies with the requirements of the Drinking Water State Revolving Fund (DWSRF) and the Clean Water State Revolving Fund (CWSRF). The final design documents will define improvements as specifically outlined in the October 28, 2016 PER including providing a bid alternative for either C-900 PVC or HDPE water main. In addition to the recommended improvements described in the PER, storm drain pipe will be shown to allow the City to connect to future stormwater treatment swales without damaging pavement.

Basic Services during the Final Design Phase:

I. General:

- 1. DG shall perform customary final design phase engineering and manage the project during the final design phase for the Northfield Street Infrastructure Improvement Project. This work includes preparation of detailed drawings, specifications, and contract documents that define the character and extent of required construction activities suitable for public bidding. The following components as listed in the October 28, 2016 PER and summarized below are to be included in this design:**
 - A. Replacement of existing water main from Route 2 to just south of Freedom Drive with about 2,400 linear feet of 16-inch diameter main and about 1,900 linear feet of 12-inch main.**



- B. Replacement of corporations, copper water service lines, and curb stops within the right-of-way.
- C. Replacement of about 4,400 linear feet of 8-inch diameter sewer main and customer service lines within the right-of-way.
- D. Removal of the existing road concrete subbase and about 24-inches of material under the concrete subbase and refill using graded gravel with geogrid stabilization fabric. The roadway improvements will include a new bicycle lane and replacement of the existing sidewalk along the current alignment. The roadway design sheets will be provided to the VTrans consultant completing the pavement replacement project for coordination between the two contracts.
- E. Final paving is to be performed by VTrans as part of a paving project planned to start in October of 2017.

The final design of these items is referred to herein as the PROJECT.

- 2. These documents will be prepared for a single construction contract using 16 Division Specifications in accordance with the Construction Services Institute (CSI). The preparation of these design documents as described is hereinafter referred to as the PROJECT.

II. Final Design – Basic Services:

- 1. Based on the scope of anticipated construction, the following drawings are expected to be included:
 - 1) Cover
 - 2) General Notes, Legend and Abbreviations
 - 3) Sewer Plan and Profile Sheet 1
 - 4) Sewer Plan and Profile Sheet 2
 - 5) Sewer Plan and Profile Sheet 3
 - 6) Sewer Plan and Profile Sheet 4
 - 7) Sewer Plan and Profile Sheet 5
 - 8) Water Plan and Profile Sheet 1
 - 9) Water Plan and Profile Sheet 2
 - 10) Water Plan and Profile Sheet 3
 - 11) Water Plan and Profile Sheet 4
 - 12) Water Plan and Profile Sheet 5
 - 13) Sidewalk and Roadway Plan Sheet 1
 - 14) Sidewalk and Roadway Plan Sheet 2
 - 15) Sidewalk and Roadway Plan Sheet 3
 - 16) Sewer Detail Sheet
 - 17) Water Detail Sheet
 - 18) Sidewalk and Roadway Detail Sheet
 - 19) Traffic Control Plan
 - 20) Traffic Control Plan

2. Prepare a set of technical specifications and related documents for the PROJECT including contract documents suitable for public bidding.
3. Prepare an itemized construction cost estimate of the proposed PROJECT for use by the CLIENT.
4. Submit a 90% complete set of Drawings and Specifications for review by the CLIENT and the Vermont Facilities Engineering Division (FED), the Vermont Drinking Water and Groundwater Protection Division (DWGWPD), and VTrans.
5. Address any comments made by the CLIENT, FED, DWGWPD, and VTrans.
6. Conduct an in-house quality control session for quality control/quality assurance.
7. Complete revisions to the Drawings and Specifications based on review comments by the CLIENT, FED, DWGWPD, and VTrans, as well as the in-house quality control session. Provide five copies of the completed final design Drawings, and technical Specifications suitable for use by the CLIENT. Provide a final set of the Drawings to the OWNER as an AutoCADD file.

III. Final Design – Special Services:

1. Meet with the CLIENT during the progress of the final design at the following percent complete stages:
 - A. After the CLIENT'S review of the 90% documents.
2. Obtain permits as required for construction. The anticipated permits to be required for this project include:
 - A. A permit to construct from the Drinking Water and Groundwater Protection Division.
 - B. Approval of wastewater collection related improvements from the Department of Environmental Conservation (DC).
3. Provide design details for a 150 foot segmental retaining wall if required between Independence Drive and Freedom Drive.
4. Conduct borings on the north side of Northfield Street between Independence Drive and Freedom Drive, if required, for a retaining wall.
5. Obtain the services of a geotechnical engineering firm to prepare a global stability analysis, if required, for the design of a segmental retaining wall on Northfield Street between Independence Drive and Freedom Drive.

END OF ATTACHMENT No. 1



ATTACHMENT NO. 2

Schedule of Fees)

Standard Hourly Rates:

For Time and Expense (T&E) or Limiting Sum not to Exceed (NTE) Standard hourly rates apply and include salaries and wages paid to personnel in each billing class plus the cost of customary benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

The billing rates listed apply ~~(for the duration of this agreement unless it is specifically amended or until (date))~~ for Additional Services as described in Attachment No. 1—Scope of Services, Section 5 are shown in Table 1 – Schedule of Rates and Terms for Year Ending 2016 **for T&E and NTE special service items.**

Schedule: (Example)

<u>Billing Class</u>	<u>Position Title</u>	<u>Hourly Rate</u>
9	Principal	\$
8	Staff Manager	\$
7	Project Manager	\$
6	Project Engineer	\$
5	Senior Engineer	\$
4	Staff Engineer	\$
3	Junior Engineer	\$
2	Senior Technician	\$
1	Technician	\$
Administrative Staff		\$

TABLE 1
SCHEDULE OF RATES AND TERMS FOR YEAR ENDING 2016

FEES:

Engineering and Technical Services:

President (R. Dufresne, P.E.).....	\$190.00 per hour		
Senior Civil Engineer/Office Manager (N. Johnson, P.E.; VP) ..	\$175.00	"	"
Project Manager/Office Manager (C. M. Haskins, PE)	\$120.00	"	"
Project Manager/Office Manager (A. J. Day, PE)	\$115.00	"	"
Project Engineer (T. P. Knapp, PE)	\$100.00	"	"
AutoCAD Design Tech/RPR/Office Manager (B. Baker, CST-B) ..	\$85.00	"	"
Field Engineer (R. Goodwin)	\$85.00	"	"
Engineer/AutoCAD Designer/RPR (E. A. Emmons, EI)	\$75.00	"	"
Entry Engineer/AutoCAD/RPR (C. W. Flower, EI)	\$75.00	"	"
Technician/AutoCAD/RPR Tech (M. Bissell, AS)	\$65.00	"	"
Technician/AutoCAD/RPR Tech	\$60.00	"	"
Survey Tech	\$60.00	"	"
Entry Level Technician	\$58.00	"	"
Co-op Engineer or Technician	\$55.00	"	"

Administrative Services:

Clerical Office Manager.....	\$60.00 per hour
Clerk Typist.....	\$40.00 per hour

EXPENSES:

Mileage - passenger car.....	\$ 0.575 per mile
Use of soils or survey truck and related equipment.....	\$0.68 per mile
Moisture density tests	\$200.00
Soil sieve analysis	\$200.00
Toll telephone charges including cell phone.....	No Charge
CAD system including plotter	No Charge
Project file storage	No Charge

Copying - Xerox

24" x 36"	\$2.50 each
8½" x 11" B&W	\$.10 each
8 ½" x 11" Color	\$.20 each
11" x 17" B&W	\$.49 each
11" x 17" Color	\$.98 each

Subcontracted Services:

Equipment charges, backhoe, outside surveying, mapping or
Reproduction services, special consultants, if required..... At Cost Plus 8%

Other charges not listed herein:

Miscellaneous charges not listed By Mutual Agreement

Refer to notes on the following page:

NOTES - SCHEDULE OF RATES AND TERMS FOR YEAR ENDING 2015

- 1. Time provided in excess of 40 hours per week or after 9 PM shall be provided at 150% of the rates shown. Time in excess of 40 hours per week is not expected in the design phase for this project.**
- 2. Time and Expense Charges for Dufresne Group (DG) are valid through December 31, 2016.**
- 3. New Employees may be added from time to time at charge rates commensurate with their qualifications and experience.**
- 4. Items paid on a time and expense basis shall be based on the rate table as previously shown in this Attachment.**
- 5. Reimbursable expenses shall be defined as the actual expenses incurred directly or indirectly in connection with the project for independent professional associates or consultants. Costs for work by others shall be charged to the Owner at 108% of the actual cost incurred. Charges for transportation and subsistence; mail, reproduction of reports, drawings, specifications, meals and lodging, and project related telephone charges shall be charged at the actual cost incurred without mark up.**
- 6. Services provided under the Not to Exceed (NTE) method of payment shall not exceed the total limit for all NTE items shown. DG agrees to cease all activity under such items until the limit is formally modified. Where individual estimates are shown (Resident Project Representation, Special Services, and Additional Services), DG can modify individual estimates as necessary as long as the total limiting sum for special services is not exceeded.**
- 7. Services provided under a fixed fee or lump sum basis shall be billed on a percent complete basis.**
- 8. The fees are based on the "level of effort" as shown in Attachment 4. Any significant changes in the project schedule or the anticipated level of effort may require amending the fees and charges to reflect such changes.**

END OF ATTACHMENT NO. 2



ATTACHMENT NO. 3 (not used)

Reimbursable Expenses (Example)

The expense items listed below will be billed as follows:

Subconsultant & Vendor Expenses:

_____ Subconsultants _____ @ cost or cost plus a maximum of 8%
_____ Outside Vendors _____ @ cost or cost plus a maximum of 8%

Travel Related Expenses:

_____ Auto Travel (to include gas and other service charges)* _____ @ \$0.51/mile
* Mileage reimbursement limited to maximum federal government rate.
As of January 1, 2011 the mileage rate is \$0.51/mile.
_____ Other Travel (to include air fares, rentals, tolls, etc.) _____ @ cost
_____ Meals & Lodging _____ @ cost

Reproduction Expenses (provided in-house): _____

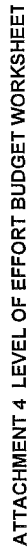
_____ Reproductions (provided in-house)
8½ x 11 one sided copy _____ @ \$0.08/each
8½ x 11 two sided copy _____ @ \$0.12/each
24 x 36 blueline print _____ @ \$3.50/each
_____ 36 x 48 blueline print _____ @ \$5.00/each
Mylar or velum plots _____ @ \$8.00/each

Administrative Expenses:

Postage _____ @ cost
Shipping _____ @ cost
Other Administrative Expenses _____ @ cost

END OF ATTACHMENT NO. 3





ATTACHMENT 4 LEVEL OF EFFORT BUDGET WORKSHEET

Project No.: 8160003

Date: October 28, 2016

NOTES:
1 Hourly rates are valid through December 31, 2016.

1 Hourly rates are valid through December 31, 2016.
2 Sub consultant column includes costs direct from sub consultant. An 8% markup is included in Cost per task column.

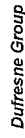
3. The estimated construction cost is \$3,000,000.

4 The final design fee allowance based on the State

5 A retaining wall may be required on the north side of Northfield Street between

The costs for the possible retaining wall are budgeted as a special service (T&E) in the event such design services are required.

The costs for the possible retaining wall are budgeted as a special service (row) in the overall budget design services and materials.



Barre, Vermont 802-479-3689

SPRINGFIELD, VERMONT 802-674-2904

SAINT JOHNSBURY, VERMONT 802-748-8605

MANCHESTER CENTER, VERMONT 802-768-8291

TOTAL FEES	\$101,300
TOTAL HOURS	927

ATTACHMENT NO. 5

As a minimum, the following information must appear on each engineering invoice/bill to project
Owners expecting loan or grant reimbursement from the VT FED

Engineering Consultant's Letterhead

To: _____	Date _____
_____	Payment Request No. _____
_____	Engineer Invoice No. _____
_____	Billing period: _____ to _____

Project #: Project Title: _____
State Loan and/or Grant No.: _____

List all engineering service categories as they appear in the approved Agreement. If a lump sum (LS) fee, identify the total \$ for each service, the total previously billed, the amount due this billing period and the % complete including this billing. If a not-to-exceed (NTE) fee, identify personnel, hourly billing rate, hours and reimbursable expenses. If under a single service category there are multiple line item services with corresponding NTE amounts, all line item services must be listed and tracked monthly to reflect the amount previously billed, amount due this period, total amount to date and % complete of line item based on the amount identified in the agreement

Engineering Step & Service Summary*

Agreement date: _____

<u>Step I Phase</u>	<u>Previously Billed</u>	<u>Due this period</u>	<u>Total to date</u>	<u>%</u>
Feasibility Study and Report				
Agreement: \$ _____ (LS)	\$ _____	\$ _____	\$ _____	_____
Other:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
Amendments:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
Preliminary Design:				
Agreement: \$ _____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
Other:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
Amendments:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____

TOTAL Step I Phase \$ _____ \$ _____ \$ _____

As a minimum, the following information must appear on each engineering invoice/bill to project
Owners expecting loan or grant reimbursement from the VT FED



Agreement date: _____

<u>Step II Phase</u>	<u>Previously Billed</u>	<u>Due this period</u>	<u>Total to date</u>	<u>%</u>
Final Design				
Agreement: \$ _____ (LS)	\$ _____	\$ _____	\$ _____	_____
Other:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
Amendments:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
TOTAL Step II Phase	\$ _____			
	TOTAL	\$ _____	\$ _____	_____

Agreement date: _____

<u>Step III Phase **</u>	<u>Previously Billed</u>	<u>Due this period</u>	<u>Total to date</u>	<u>%</u>
Bidding Services				
\$ _____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
Construction Basic (including 1 year performance evaluation and 11 th month inspection when required)				
\$ _____ (LS)	\$ _____	\$ _____	\$ _____	_____
Resident Project Representative:				
\$ _____ (NTE)	\$ _____	\$ _____	\$ _____	_____
Other:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
Amendments:				
List each service, \$ ____ (LS or NTE)	\$ _____	\$ _____	\$ _____	_____
TOTAL Step III Phase	\$ _____	\$ _____	\$ _____	_____

*Sub-consultant and other services: provide the same billing/invoice information under the appropriate engineering service listing and attach a copy of their bill/invoice. (Note: allowable engineer mark-up NTE 8%)

** Construction Contract – Date of issuance of the “Notice to Proceed”: _____

Original Construction Contract Completion date: _____

Latest Amended Construction Contract Completion date: _____

Certification statement: I certify that the services provided during this billing period are, to the best of my knowledge and belief, in accordance with the Agreement and any Amendments executed by the Owner and Engineer and as approved for funding by the State of Vermont.

By: _____

(Engineer's signature)



ATTACHMENT NO. 6

TERMS AND CONDITIONS

Extent of Agreement: This Agreement comprises the final and complete agreement between the Owner and the ENGINEER. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Owner and the ENGINEER.

1. **Billings/Payments:** Invoices will be submitted monthly by the ENGINEER, in the format required by the Vermont DEC/FED, to the OWNER for all services provided and expenses incurred to date and, unless other mutually satisfactory arrangements have been made between the OWNER and the ENGINEER, are due upon receipt. The invoices shall be considered past due if not paid within sixty (60) days after the invoice date and the ENGINEER may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. A finance charge will be assessed in the amount of 1.5% per month on unpaid balances. If the OWNER fails to make payments when due or otherwise is in breach of this AGREEMENT and any fully executed Amendments, the ENGINEER may suspend performance of services upon five (5) calendar day notice to the OWNER. The ENGINEER shall have no liability whatsoever to the OWNER caused by any breach of this AGREEMENT and any fully executed Amendments by the OWNER. If the OWNER fails to make payment to the ENGINEER in accordance with the payment terms herein, this shall constitute a material breach of this AGREEMENT and shall be cause for termination by the ENGINEER. Payment of invoices is in no case subject to unilateral discounting or set-offs by the OWNER, and payment is due regardless of suspension or termination of the AGREEMENT by either party.
2. **Standard of Care:** Services provided by the ENGINEER under this agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and under their licensure by the State of Vermont.
3. **Termination:** The OWNER or the ENGINEER may suspend the Agreement upon giving seven (7) calendar days written notice. This AGREEMENT and any fully executed Amendments may be terminated upon no less than thirty (30) calendar days prior written notice by either party. In the event of termination by written notice, the OWNER shall pay the ENGINEER for all services rendered to the date of termination, all reimbursable expenses, and may include reasonable termination expenses if the termination is initiated by the OWNER.
4. **Access to Site:** Unless otherwise stated, the ENGINEER will have safe and legal access to the Site for activities necessary for the performance of the services. The

ENGINEER will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage. Arrangements and/or permission for access to the site shall be made by the OWNER unless otherwise stated. The OWNER shall provide for the ENGINEER's right to enter the property owned by the OWNER and/or others in order for the ENGINEER to fulfill the scope of services included hereunder. The OWNER understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this AGREEMENT or any fully executed Amendments.

5. Buried Utilities: The ENGINEER and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary with respect to the assumed locations of underground improvements. Such services by the ENGINEER or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The OWNER recognizes that the research may not identify all underground improvements and that the information upon which the ENGINEER relies may contain errors or may not be complete. The OWNER agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the ENGINEER and anyone for whom the ENGINEER may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by the ENGINEER.
6. Timeliness: The ENGINEER will perform its services with due and reasonable diligence consistent with sound professional practices.
7. Delays: The ENGINEER is not responsible for delays caused by factors beyond the ENGINEER's reasonable control. When such delays beyond the ENGINEER's reasonable control occur, the OWNER ~~CLIENT~~ agrees that the ENGINEER is not responsible for damages, nor shall the ENGINEER be deemed to be in default of this AGREEMENT or fully executed Amendment.
8. Hidden Conditions: A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If the ENGINEER has reason to believe that such a condition may exist, the ENGINEER shall notify the OWNER who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If the OWNER fails to authorize such investigation or correction after due notification, or the ENGINEER has no reason to believe that such a condition exists, the OWNER is responsible for all risks associated with this condition, and the ENGINEER shall not be responsible for the existing condition nor any resulting damages to persons or property.
9. Hazardous Materials: Unless specifically agreed upon prior to the commencement of service, the ENGINEER shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials of any form.

10. Subconsultants: The ENGINEER may use the services of subconsultants when, in the ENGINEER's sole opinion, it is appropriate and customary to do so.
11. Ownership of Documents: All documents produced by the ENGINEER under this AGREEMENT and any fully executed Amendment(s) shall remain the property of the ENGINEER and will not be used by the OWNER for any other endeavor without the consent of the ENGINEER. The OWNER has, and will retain the right to use the documents for all project purposes. The OWNER shall indemnify and hold harmless the ENGINEER for any re-use, mis-use or alteration of said documents.
12. Additional Services: Services not explicitly detailed in this AGREEMENT or fully executed Amendment(s) will not be provided without the OWNER's prior written authorization.
13. Unauthorized Changes: In the event that the OWNER consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and these changes are not approved in writing by the ENGINEER, the OWNER recognizes that such changes and results thereof are not the responsibility of the ENGINEER. Therefore, the OWNER agrees to release the ENGINEER from any liability arising from the construction, use, or result of such changes.
14. Code Compliance: The ENGINEER shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of the execution of this AGREEMENT and any fully executed Amendment(s). Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the ENGINEER to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this AGREEMENT.
15. Information Provided by Others: The OWNER shall furnish, at the OWNER's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT or any fully executed Amendment(s). The ENGINEER may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
16. Opinions of Probable Cost: In providing opinions of probable cost (formerly referred to as cost estimates), the Owner understands that the ENGINEER has no control over the contractor's methods of pricing, or the cost of materials and labor, and that such opinions are provided on the basis of the ENGINEER's experience and qualifications. The Engineer makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

17. Indemnifications: The ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, to the extent caused by the ENGINEER's negligent performance of professional services under this AGREEMENT and fully executed Amendment(s), and that of its sub-consultants or anyone for whom the ENGINEER is legally liable. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants (collectively, ENGINEER) against all damages, liabilities or costs, to the extent caused by the OWNER's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable. Neither the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
18. Professional Liability Insurance: The ENGINEER will maintain and provide evidence of Professional Liability Insurance in the amount not less than \$ 250,000 covering services to be provided under this Agreement and any duly executed Amendments.
19. Insurances: Before commencing work on this contract the ENGINEER will provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the ENGINEER to maintain current certificates of insurance on file with the OWNER through the term of the contract.
- a. Workers Compensation: With respect to all operations performed, the ENGINEER shall carry worker's compensations insurance in accordance with the laws of the State of Vermont.
 - b. General Liability and Property Damage: With respect to all operations under the contract, the ENGINEER shall carry general liability insurance having all major divisions of coverage including, but not limited to:
 - Premises – Operations
 - Independent Contractor's Protective
 - Products and Completed Operations
 - Personal Injury Liability
 - Contractual LiabilityThe policy shall be on an occurrence form and limits shall not be less than:
 - \$ 1,000,000 per Occurrence
 - \$ 1,000,000 General Aggregate
 - \$ 1,000,000 Products/ Completed Product Aggregate
 - \$ 50,000 Fire Legal Liability
 - c. Automotive Liability: The ENGINEER shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limit of coverage shall not be less than:
 - \$ 1,000,000 Combined Single Limit.

No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the ENGINEER for the ENGINEER's operations. These are solely minimums that have been set to protect the interests of the OWNER.

- 20. Dispute Resolution:** Any claim or dispute between the OWNER and the ENGINEER shall be negotiated in good faith for a period of 30 days from the date of written notice served by either party prior to exercising their rights under law.
- 21. Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or the ENGINEER, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 22. Electronic Files:** The OWNER acknowledges that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by ENGINEER and electronic files, the signed or sealed hard-copy construction documents shall govern. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants, against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the ENGINEER or from any reuse of the electronic files without the prior written consent of the ENGINEER. Under no circumstances shall delivery of electronic files for use by the OWNER be deemed a sale by the ENGINEER and the ENGINEER makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the ENGINEER be liable for indirect or consequential damages as a result of the OWNER's use or reuse of the electronic files. The ENGINEER will provide upon request from the State of Vermont, electronic files relating to services performed under this Agreement. Record Drawings will be provided to the State in digital format (CD).
- 23. Severability:** Any provision of this AGREEMENT and any fully executed Amendment(s) later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- 24. Governing Law:** The OWNER and the ENGINEER agree that all disputes arising out of or in any way connected to this Agreement and any fully executed Amendment(s), its validity, interpretation and performance, and remedies for breach of contract, or any other claims related thereof shall be governed by the laws of the State of Vermont.

- 25. Assignment:** Neither party to this AGREEMENT and any fully executed Amendment(s) shall transfer, sublet or assign any rights under or interest (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.
- 26. Job-Site Safety:** Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees and subconsultants at a construction site, shall relieve the Construction Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents, and any health or safety precautions required by any regulatory agencies. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity, or their employees in connection with their work, or any health or safety precautions. The OWNER agrees that the Construction Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Construction Contractor. The OWNER also agrees that the OWNER, the ENGINEER, and the ENGINEER's consultants shall be indemnified and shall be made additional insured under the Construction Contractor's general liability insurance policy.

END OF ATTACHMENT NO. 6



CITY COUNCIL Agenda Item #16-325

Date: November 9, 2016

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

SUBJECT: Department Update – Police

SUBMITTING DEPARTMENT: Police

RECOMMENDED ACTION: Receive presentation from Chief Facos on Police operations, emerging issues and budget implications.

RELATED COUNCIL GOAL/PRIOR ACTION:

City Council Goal A: “Keep Montpelier affordable for residents: Adopt budget within resources available.” Goal C: “Maintain a safe community.”

EXPENDITURE REQUIRED: None at this time.

SOURCE OF FUNDS: General Fund

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION: Chief Facos will present a PowerPoint presentation on Department operations, emerging issues, and budget implications in advance of the FY18 budget process.

SUPPORTING DOCUMENTS: PowerPoint presentation

INTERESTED PARTIES: All

CITY MANAGER’S APPROVAL:

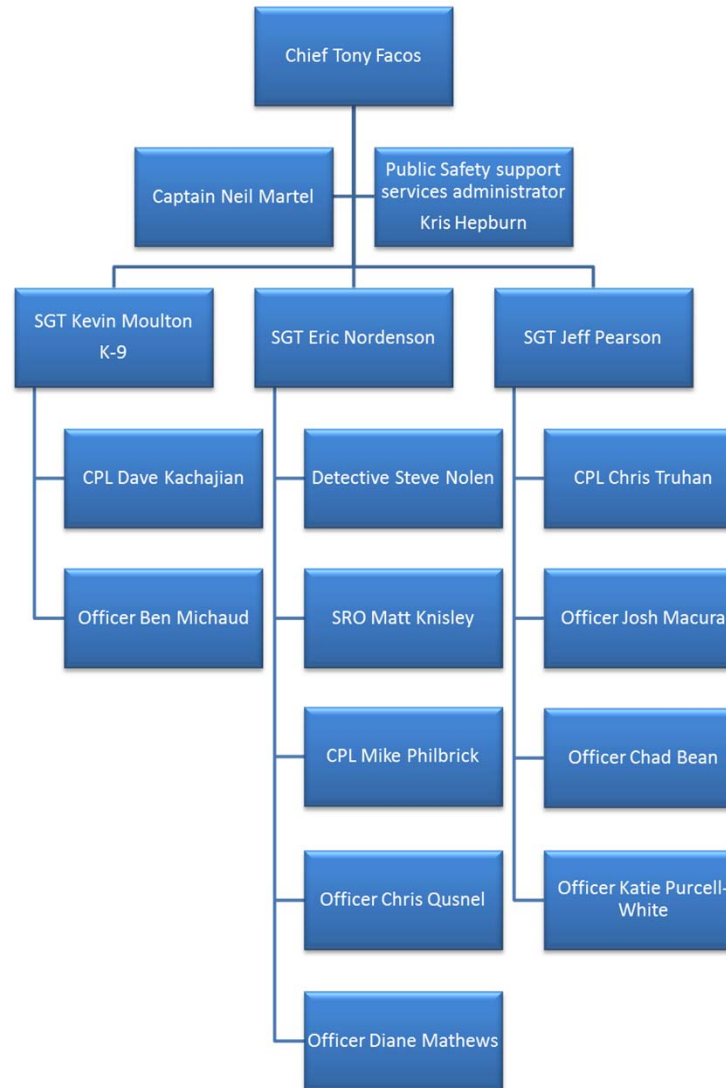
A handwritten signature in black ink, appearing to read "W. J. F. F.", written over a light gray rectangular background.



POLICE: Department Update for FY18

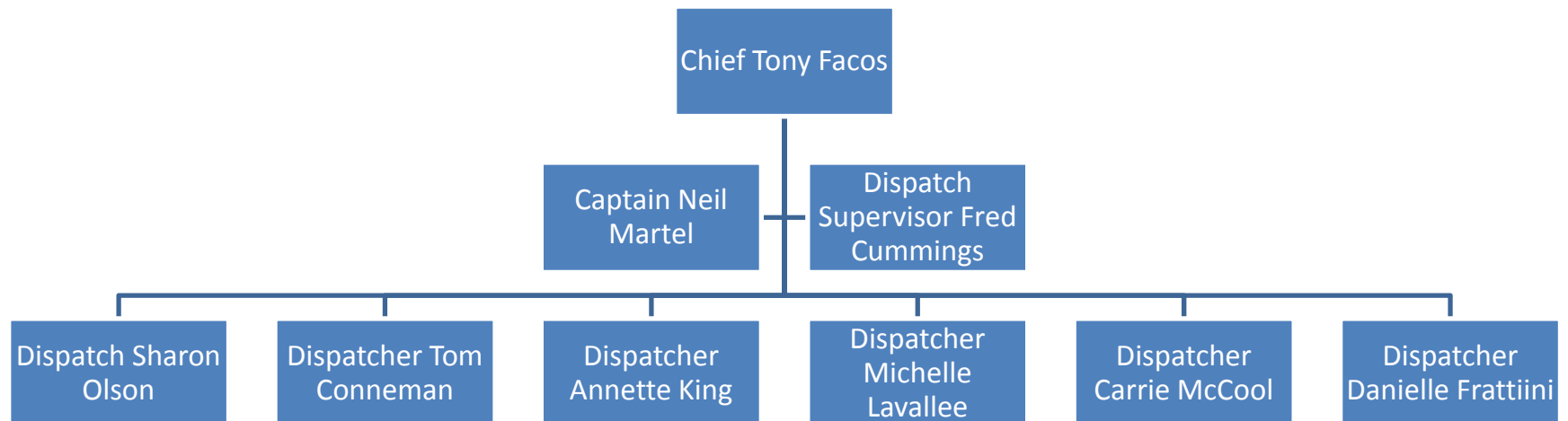
Chief Tony Facos
November 9, 2016

Organizational Chart Police

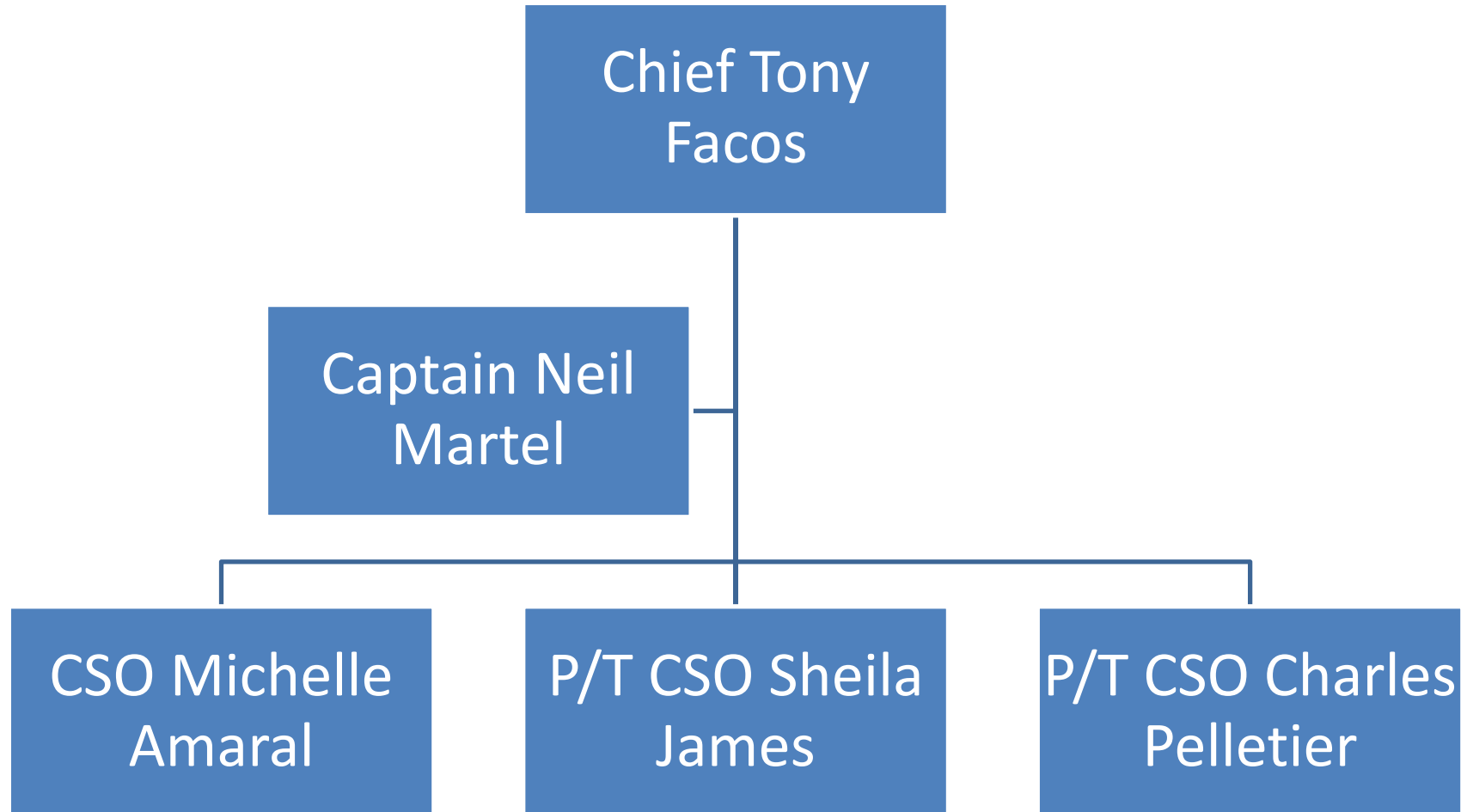


Organizational Chart

MPD Dispatch



Organizational Chart Parking Division



Budget Summary

- FY 17

– Police (including SRO)	\$1,960,633
– Communications	\$ 652,540
– Parking	\$ 679,906
– Total	\$3,293,079

- FY 16

– Police (including SRO)	\$1,897,264
– Communications	\$ 590,187
– Parking	\$ 646,810
– Total	\$3,134,261

What are we doing?

- Control crime: prevention, investigation, intelligence, problem solving, patrol (safe roads), community engagement, public safety education, emergency management, safe schools
- Work closely with VTDTF and regional and federal partners to be more effective with reducing drug related crime
- Project Safe Catch
- Application of President's Taskforce Report on 21st Century Policing
- Provide emergency dispatch for 17 communities
- Enforce parking regulations and maintain the parking infrastructure (roll-out of smart meters to begin in November)
- Maintenance of 415 parking meters and 6 ticket kiosks in the City
- Support city events such as July 3rd, bike and running races, All Species Day, etc.

How well are we doing?

- Evaluation of MPD's efforts comes from many sources: performance measures, data from RMS, outside agency and prosecutorial feedback, feedback from citizens, feedback from peer agencies
- While crime activity is up in some serious categories such as burglary, robbery is down. We still struggle with gender-based violence from DV to sex assaults on children (SIU)
- Agency performance and capability is high, despite limited resources

Performance Measures

- MPD officers handle more than 9,600 calls/incidents annually
- Dispatch handles over 14,600 calls which include police, fire and EMS calls
- MPD investigates nearly 780 criminal complaints
- Patrol conducted 2,280 traffic stops/traffic from 10/31/2015 to 11/01/2016
 - Below is a snapshot of some of other stats:
- 33 arrest warrants
- 22 parades
- 106 public records requests
- 3-5 Facebook posts per week
- Conducted over 300 documented foot patrols
- Responded to 107 specific mental health calls
- Several community engagement activities including “Coffee with a Cop”



Budget Successes/Challenges

Successes

- Effective partnerships with WCMH, Justice for All, VTDTF, ATF, FBI, VSP, BCPD
- Montpelier recognized as “Best State Capital to Live” 2015 (smartasset.com) and “Safest Capital City 2016” (wallethub.com)
- Project Safe Catch was cost neutral for MPD
- Maintained required and advanced training
- MPD continues to be a leader on mental health response issues
- MPD is a participant in the Washington County SIU
- The department has been able to maintain authorized staffing levels

Challenges

- Impact on drug related crime a problem (the cost of addiction: roughly \$35,000 to \$70,000 annually to support a 5 to 10 bag a day habit in Central Vermont)
- Fleet management is becoming more costly due to budget constraints
- Need for facilities management
- Police increased reliance on IT support
- Could use a second detective
- Keeping-up with certification requirements, unfunded training mandates, anticipation of legislative issues that impact policing in Vermont

Emerging Issues

- Unprecedented conflict between technology and the Constitution (absolute privacy issue)
- Recruiting and retention of quality officers
- Competing budgetary interests with non-core government functions
- Increase demand on police resources due to societal issues from mental illness to drug addiction
- Continue to look towards the future of effective public safety: Regionalization
- Electronic communications going “dark”
- Preparing current staff for a more culturally diverse future: Importance of understanding issues of bias and policing
- Officer safety concerns: fentanyl exposure, officer assaults, HGVE
- Addressing the public’s expectation of near perfection with the realities of contemporary policing

Emerging Issues

- City Council goals that MPD will carryover into FY18:
 - Continuation of 21st Century Policing (6 pillars: trust and transparency, community policing, effective training and accountability, proper use of technology and data, crime reduction, and officer wellness)
 - Project Safe Catch—MPD will continue to address the opiate and crack cocaine problems through this police assisted addiction recovery initiative by partnering with our medical partners (CVSAS, WCMH, CVMC—ED), prevention (CVNDC), and enforcement (understanding this crisis is national level health problem with significant crime related issues)
 - Recognize the tax impact on residents given MPD is responsible for the safety and security of over 20,000 people
 - Need to be prepared for civil disobedience and other large group activities that continue to challenge the resources of MPD

Yay Montpelier!

- Project Safe Catch was the first (and so far only) police assisted addiction recovery program of its type in Vermont.
- Montpelier PD and Mental Health Crisis Response:
 - The statewide “Team Two” initiative was based on MPD’s working relationship with WCMH. It was developed DMH, MPD, WCMH and VSP during the post Irene rebuild of the state’s mental health system
 - Chief co-presented the Team Two model with Mary Moulton and Kristen Chandler at IACP last month in San Diego
 - MPD to receive community award for our efforts in this area of policing (MPD currently has 3 active hostage/crisis negotiators— Captain and Chief are former FBI trained negotiators)
 - MPD was the first dispatch center in the state require dispatchers to have the same baseline training on MH calls as police officers (MPD dispatch supervisor was also trained in hostage/crisis negotiations)
 - Attorney General’s Act 80 advisory committee



CITY COUNCIL Agenda Item #16-321

Date: November 9, 2016

Consent ☐ Discussion ☒ (Public Hearing)

SUBJECT: Public Hearing to Apply for CDBG Planning Grant Funds on Behalf of Downstreet Housing and Community Development

SUBMITTING DEPARTMENT: Planning Department

RECOMMENDED ACTION: Approve and sign Resolution authorizing City Staff to prepare and submit an application to VCDP

RELATED COUNCIL GOAL/PRIOR ACTION: D – Create and Maintain a Healthy Environment for Housing and Economic Growth

EXPENDITURE REQUIRED: Staff Time and cost of legal review will be donated in kind

SOURCE OF FUNDS: ACCD / Community Development Block Grant

LEGAL REQUIREMENTS: N/A

BACKGROUND INFORMATION:

Christ Church Montpelier approached Downstreet early in 2016 to discuss the feasibility of redevelopment of their existing building that houses offices and two function rooms. The site includes a two-story addition to Christ Church; however, according to a preliminary structural review, the construction of an additional level to the building is not economically or functionally feasible. Therefore, Downstreet is exploring options to remove the existing building and replace with a new housing development.

During the planning period of this project, Downstreet plans to complete the Environmental Review for the anticipated implementation phase and engage in an architect to get preliminary drawings for initial design and site assessment. We also plan on using planning funds for legal fees regarding these assessments.

INTERESTED PARTIES: City Council, Downstreet Housing and Community Development

CITY MANAGER'S APPROVAL:

A handwritten signature in black ink, appearing to read "W. J. [unclear]", written over a white rectangular background.

Grant Application

RESOLUTION FOR VCDP GRANT APPLICATION AUTHORITY

Single Applicant

WHEREAS, the City of Montpelier (hereinafter "Applicant") is applying for a Grant under the Vermont Community Development Program; and

WHEREAS, it is necessary that an application be made and agreements be entered into with the State of Vermont.

Now, THEREFORE, BE IT RESOLVED as follows:

1. that Applicant possesses the legal authority as defined in the State Act [10 VSA §683(8)] to apply for the grant and to administer the program; and
2. that Applicant apply for a grant under the terms and conditions of said program and agree hereby to enter into Certifications and Assurances there of; and
3. the Applicant has a duly adopted and current Municipal Plan September 23 2015 (Date Adopted) and that the project is consistent with said plan; and
4. the Applicant has received documentation from the Regional Planning Commission that the project is consistent with the "Regional Plan; and
5. that Kevin S. Casey is hereby authorized to be Contact Person and as such to provide, on behalf of Applicant, all documents and information necessary for the completion of said application and to provide such coordination as may be necessary for said application; and
6. that (Name) William J. Fraser Title City Manager who is either the Chief Executive Officer (CEO), as defined by 10 VSA §683(8), or is the Town Manager, the City Manager, or the Town Administrator, is hereby designated to serve as the Authorizing Official (AO) for the Grants Management On-line System, Intelligents; and
7. that it is understood that, if the application is funded, the receipt of VCDP funds, as federal funds passed through the State of Vermont, may require that an audit of the Applicant be conducted under the provisions of the Single Audit Act, as amended, and that VCDP funds may be used to fund only a limited portion of the audit cost.

Passed this 9th day of November, 2016.

LEGISLATIVE BODY

Mayor John Hollar

Council Member Tom Golonka

Council Member Dona Bate

Council Member Anne Watson

Council Member Jessica Edgerly-Walsh

Council Member Justin Turcotte

Council Member Jean Olson

The above resolution is a true and correct copy of the resolution as adopted at a meeting of the Legislative Body held on the 9th day of November, 2016, and duly filed in my office.

IN WITNESS WHEREOF, I hereunto set my hand this _____ day of _____, _____.

Clerk

Signature