Agenda for Special City Council Meeting

City Council Chambers, City Hall
Wednesday, December 16, 2015
6:30 P.M.

1) Call to Order by the Mayor

2) 15-329. Review and Approve Agenda

3) 15-330. General Business and Appearances

4) 15-331. Consideration of the Consent Agenda:

   a) Consideration of the Minutes from the December 9, 2015 City Council Meeting.

   b) Accept the bid submitted by L. Brown & Son, in the amount of $5,620, for the printing of the City's 2016 Annual Report.

   c) Approve Corrections to the 2015 Grand List (Errors & Omissions) as submitted by the City Assessor's Office.

   d) Approve the Memorandum of Use Agreement which identifies the points and agreement entered and understood to by the City, the City Council, Green Mountain Community Baseball, Inc., and the Montpelier Recreation Department; authorize the City Manager to sign the Agreement on behalf of the City.

   e) Payroll and Bills

5) 15-332. Consideration of ratifying an amendment to the Wrightsville Beach Recreation District's Articles.

   a) Central Vermont Regional Planning Commission's GIS Manager, Daniel Currier, requested time on this agenda to explain a proposed amendment to the District's Articles which they need the Council to ratify.

   b) Recommendation: Receive presentation from Dan Currier; opportunity for discussion; ratify the amendment.

6) 15-333. Presentation of City Manager's Proposed FY '17 Budget.

7) 15-334. Adoption of Charter language related to the control of Berlin Pond.

a) One of the City Council's Goals is: "Address Long-term Utility and Environmental Infrastructure Needs."

b) "Seek Control of Berlin Pond via Charter Change" is one of the steps included in this Goal.

c) The following language is recommended:

1) §708 REGULATION OF WATER SUPPLY

The City shall have the authority to regulate its public water supply and public water sources in order to protect the water supply and sources from corruption, The City's water supply sources include Berlin Pond in the town of Berlin

d) Recommendation: Approve language and formally file with City Clerk.

8) 15-335. Charter Change Language re: Local Options Tax

a) Council goals include B) Balance and control municipal budgeting, taxes and services relative to current population and grand list tax base and C) Maintain the timeline for "steady state plan" infrastructure improvements.

b) At the December 9th meeting, the Council asked the City Manager to draft possible Charter change language for consideration.

c) The recommended Charter language is included with the agenda material.

d) Recommendation: Review language. Choose whether to proceed with both, either or none of the proposals. If proceeding, choose what, if any, dedication for revenues to be included. If proceeding, approve final language and file with City Clerk.

9) 15-336. Presentation from Conservation Commission.

a) Conservation Commission members conducted a survey approximately a year ago. Commission Chair Roy Schiff requested an opportunity to share the survey results with Council, as well as a brochure they had printed to share their findings.

b) Recommendation: Receive presentation; discussion; possible direction to Commission.

10) 15-337. Other Business

11) 15-338. Council Reports

12) 15-339. Mayor's Report

13) 15-340. City Clerk's Report

14) 15-341. City Manager's Report

15) *Adjournment*

City of Montpelier
ASSESSOR

TO:	William Fraser, City Manager
FROM:	Jane Aldrighetti, Annual Report Coordinator
DATE:	December 8, 2015
SUBJECT:	Printing Quotes – 2016 Annual Report

A request for bids to print the annual report was mailed on November 13, 2015, to four (4) companies. Deadline for submittals was Monday, November 30, 2015. We received the following responses:

Accura Printing	$5,700.00
L. Brown & Son	$5,620.00
Leahy Press	None received
Montpelier Bridge	None received

The cost to print last year's annual report was $3,614.65.

L. Brown & Son printed the 2015 annual report. They have always done excellent work for the City.

att

L. Brown & Sons Printing, Inc.

Design ▣ Print ▣ Mail

"A Quality Vermont Company"

14-20 Jefferson St.
Barre VT 05641
Toll: 800-486-1947
Phone: 802-476-3164

Montpelier City Clerk
P.O. Box 272
Montpelier, VT 05602

QUOTE NO.: ES-15-2188
DATE SUBMITTED: Friday, December 04, 2015

Thank you for your inquiry regarding the 2016 Annual Reports . Below are the details and pricing for your project. If you have any questions or comments please contact us. We look forward to earning and retaining your business.

JOB DESCRIPTION		2016 Annual Reports
PAGES		4 Pages Cover, 160 Pages Text
FLAT SIZE		17.236 " x 11 "
FINISHED SIZE		8 1/2 " x 11 "
PRINTING	Cover	4/4 color CMYK/CMYK
	Text	1/1 color Black/Black
PAPER	Cover	10 Pt Carolina C1S Cover
	Text	50# Husky Opaque Offset
FINISHING		Fold, Perfect Bind Trim Deliver

Quantity	Price	Price Per Unit
1,000	**$5620.00**	**$5.620**

Please contact Joel Higginbotham for questions or comments.

The above prices are based on current material cost and the above specification, and are subject to acceptance within thirty (30) days. Any delivery date is subject to change if delay is caused by customer, difficulty in securing supplies needed to produce the work, or any other delay beyond our control. This quotation made subject to normal variations in standards of color, finish, weight, etc. of materials, and is subject to changes or any extra costs that might be brought about by Federal or state rules or regulations, or the imposition of taxes applicable to the items covered by this quotation

Jet Service Envelope / Accura Printing
80 East Road
Barre Vermont 05641

Ph: 802-229-9335 email: info@accuraprinting.com

Quotation

Date: 11/24/15

Price provided to: Jane Aldrighetti
City of Montpelier

Description:
Town Report
8-1/2 x 11
160 pages plus cover
60lb white offset
80lb gloss cover
Text is 1/1 black
Cover is 4/4
Perfect bound
Searchable pdf to be provided
Due by 2/12/16
Qty: 1,000
Price: $5,700.00

Price Submitted By Jon Jesmonth
Price is good for 90 days

Minutes of the Montpelier City Council Meeting
December 9, 2015, 5:30PM (7:00PM regular business meeting)
City Council Chambers, City Hall

In attendance: Mayor John Hollar, Councilors Justin Turcotte, Tom Golonka, Jean Olson, Jessica Edgerly Walsh, and Anne Watson (who joined the meeting after it was underway). Councilor Dona Bate joined the meeting via telephone after it was underway. City Manager William Fraser was in attendance. City Clerk John Odum served as Secretary of the meeting.

The Mayor called the pre-business meeting budget workshop to order at 5:35PM. Also present were City Department Heads Robert Gowans, Tom McArdle, Arne McMullen, Sandra Gallup, Michael Miller, Patrick Healy, and Yvonne Bird. Also participating was Police Captain Neil Martel and Assistant City Manager Jessie Baker. City Manager Fraser introduced the discussion. Councilor Watson arrived at 5:39PM.

At 7:11PM the Mayor called the regular portion of meeting to order.

15-316. Hearing no objection, the Mayor declared the proposed agenda approved by unanimous consent.

15-317. The City Manager noted the 10 year employment anniversary of Finance Director Sandy Gallup and presented her with a pin.

15-318. Councilor Olson raised an objection to the November 18 2015 minutes. After a discussion involving the City Clerk, Councilor Olson moved the November 18 2015 minutes be approved with the addition of the sentence "The city agreed to advertise to fill the vacancies on the Montpelier Foundation board" at the end of item 15-307. Councilor Turcotte seconded the motion, which carried unanimously (5-0).

Councilor Olson moved approval of the remainder of the proposed consent agenda, without item b (Authorize the City Manager to sign Procurement Agreement Amendment #2 and Thermal Energy Purchase and Sale Agreement Amendment #2 for the District Heat - Montpelier with the State of Vermont) which was tabled at Councilor Turcotte's request. Councilor Turcotte seconded the motion, which carried unanimously (5-0).

15-319. The Council held a discussion of the merits of placing the legally available local options taxes (LAT) onto the March City Meeting ballot.

Tim Beavin rose in opposition to any LATs. Greg Guyette rose in favor of keeping the two possible LATs on separate ballot items. Jeff Schumann spoke in favor of earmarking any LAT funds, and Kai Samson rose in favor of an LAT proposal.

Assistant City Manager Jessie Baker contributed to the discussion. The City Council asked the City manager to provide the Council with proposed Local Options Tax ballot language at the next meeting.

15-320. Kellogg-Hubbard Library Director Tom McKone, joined by board members Rachel Muse and Steve Norten provided the Council with an update on library activity and a request for a flat budget request be placed on the City Meeting ballot. A detailed discussion followed.

Councilor Turcotte moved that the Kellogg Hubbard Library request for $316,698 be included on the annual City Meeting ballot. Councilor Watson seconded the motion, which passed unanimously (5-0) at 8:11.

At 8:13, Councilor Bate joined the meeting via telephone.

15-322. The Council began a discussion of the potential adoption of Charter language related to the control of Berlin Pond.

Jeff Schumann rose with questions about the proposed language attached to the agenda. The Mayor elected to continue the discussion at the next meeting.

15-323. Finance Director Sandy Gallup came forward, joined by Terence Field, Dave Brownlee, Pete Mancauskas for the consideration of the Investment Committee's recommended Environmental, Social and Governance (ESG) Policy and Procedure addendum to the City's Investment Policy (attached to the agenda). A detailed discussion followed.

Councilor Watson moved approval of the proposed Environmental, Social and Governance (ESG) Policy and Procedure addendum to the City's Investment Policy, with item A, line 4 and Attachment A, removed. Councilor Turcotte seconded the motion, which carried on a unanimous (6-0) roll call vote.

15-324. Assistant City Manager Jessie Baker and Planning Director Michael Miller came forward to present a resolution to apply for a Disaster Recovery Grant, pursuant to the Council's Goal to "Maintain the Current Timeline and Budget for the 1 Taylor Street Redevelopment Project," for Council consideration. City Manager Fraser offered details. Councilor Turcotte moved the Council approve and sign the resolution to apply for a Disaster Recovery Grant, and was seconded by Councilor Watson. As the telephone connection with Councilor Bate was unexpectedly lost, the vote was held by regular voice vote and passed unanimously (5-0).

15-318. Consent Agenda item b (Authorize the City Manager to sign Procurement Agreement Amendment #2 and Thermal Energy Purchase and Sale Agreement Amendment #2 for the District Heat - Montpelier with the State of Vermont) was taken off the table for discussion. Councilor Turcotte asked the City Manager for clarification on the item. Assistant City Manager Baker participated in the discussion. Councilor Turcotte moved approval of Consent Agenda item b, and was seconded by Councilor Watson. The motion carried unanimously (5-0).

15-325. Councilor Edgerly Walsh reported that Councilor Olson had agreed to serve in her place on the Economic Development Steering Committee, and that Councilor Watson would replace her as liaison to the Bike Advisory Committee.

Councilor Olson announced her plan to run for election to the Council in March.

15-327. The City Clerk reminded viewers of the coming December 15 utility bill due date.

15-328. City Manager thanked the Council for the time spent on the budget.

Councilor Edgerly Walsh moved that the Council enter into executive session in accordance with Title I, §313, Executive Sessions, (a)(2) for the purpose of discussing a real estate matter. Councilor Olson seconded and the motion carried unanimously (5-0). Councilor Bate rejoined the meeting by phone.

Hearing no objections, the Mayor ruled the Council return to open session, and then adjourn, by unanimous consent at 9:20PM.

Montpelier Conservation Survey

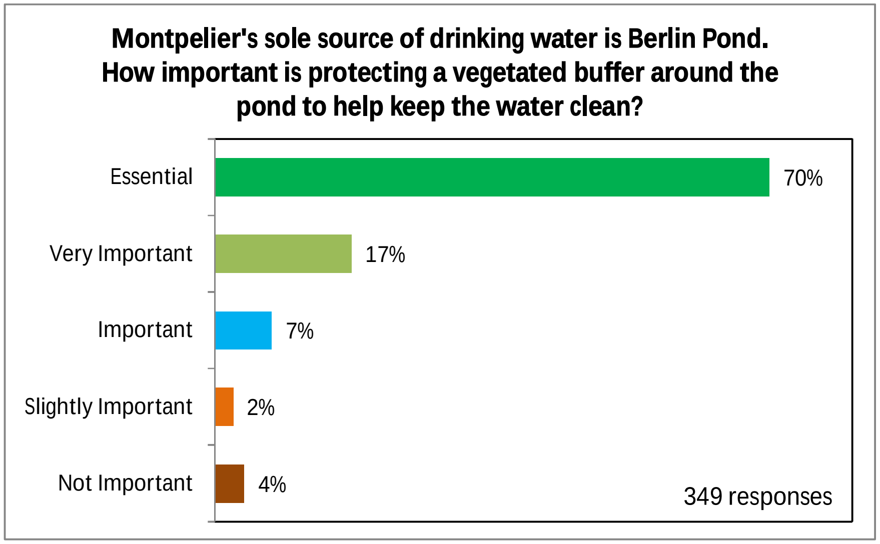
The Montpelier Conservation Commission and the AP Statistics students of Montpelier High School in 2013 mailed a Conservation Survey to 2,000 randomly selected households. Responses were received during the summer of 2013. The goal of the survey was to help the Conservation Commission prioritize its work to protect and enhance natural resources and outdoor recreation opportunities in the City of Montpelier.

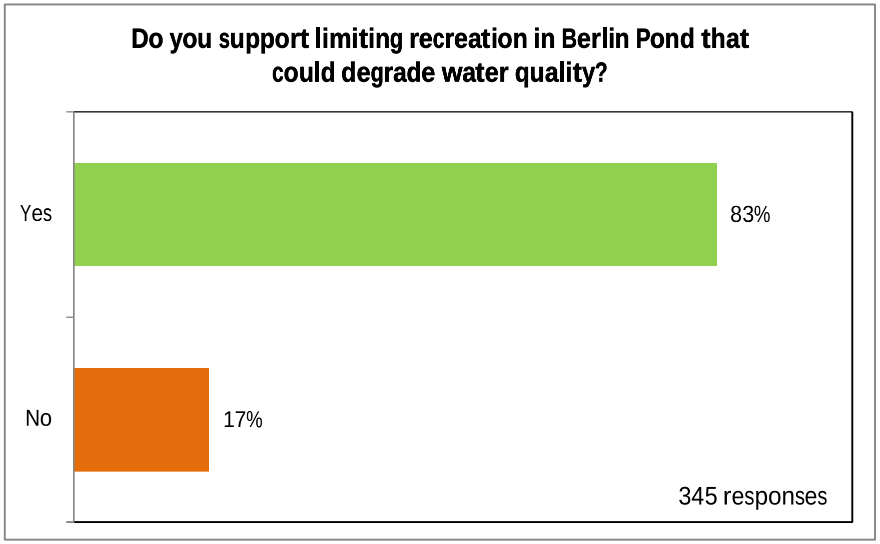
This summary describes some of the findings of the survey on the topics of Berlin Pond, conservation of natural resources, open space protection, parks and recreation, and climate change adaptation.

The Montpelier Conservation Commission meets the second Thursday of each month at City Hall and meetings are open to the public. More information is available at our website (http://www.montpelier-vt.org/group/62/Conservation-Commission).

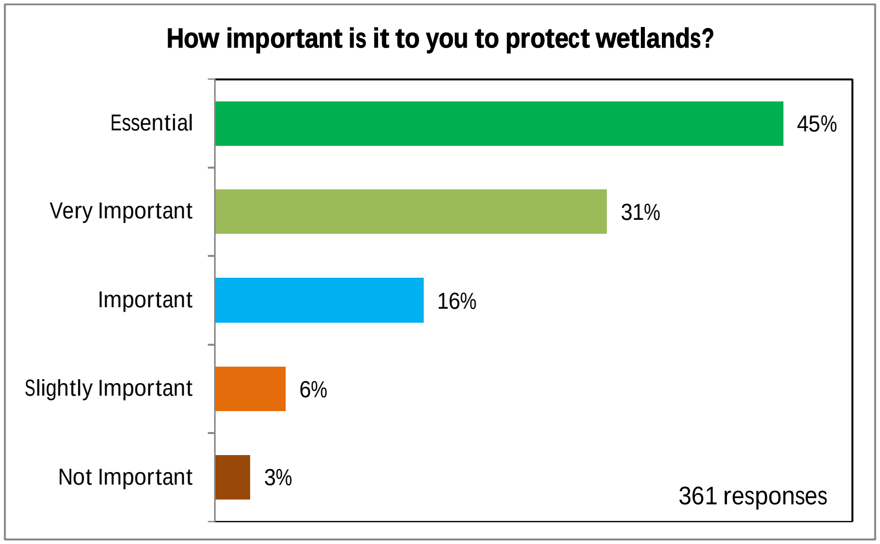
Berlin Pond

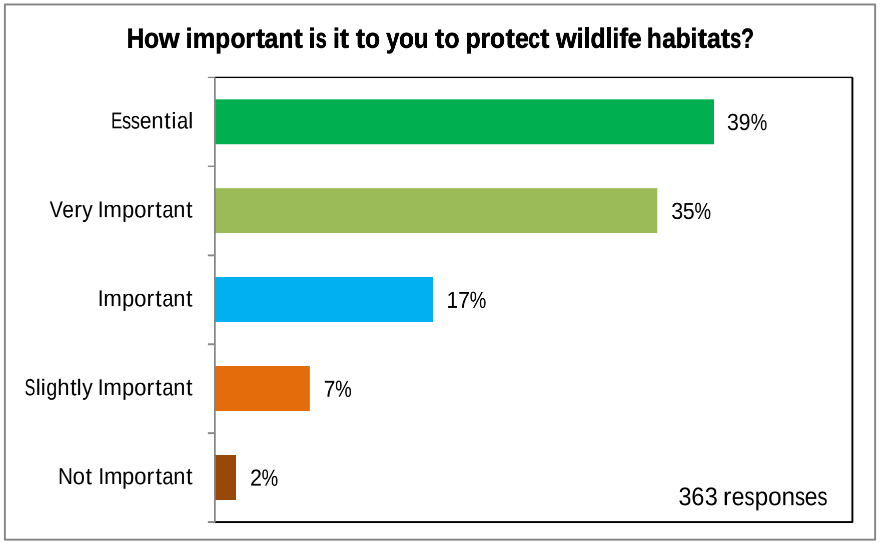
What do Montpelier Residents think about Berlin Pond?



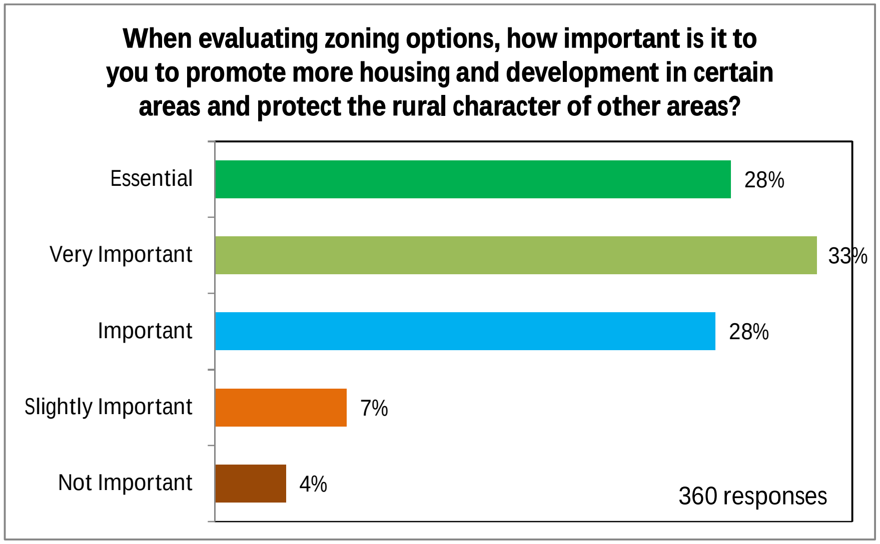


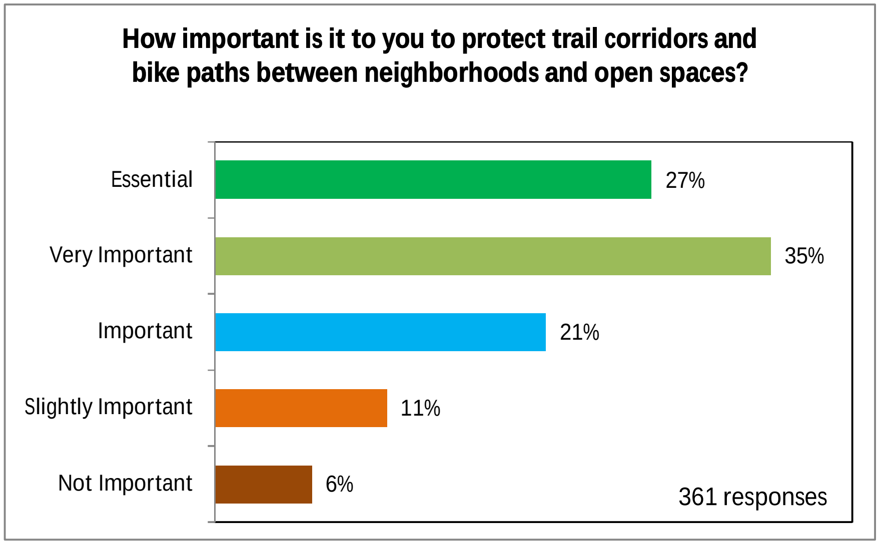
What do Montpelier Residents think about Conservation of the City's Natural Resources?



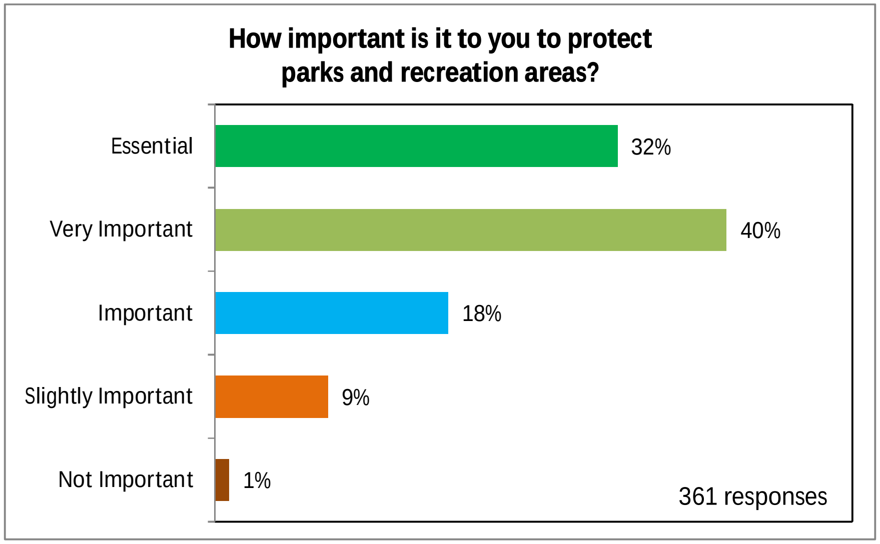


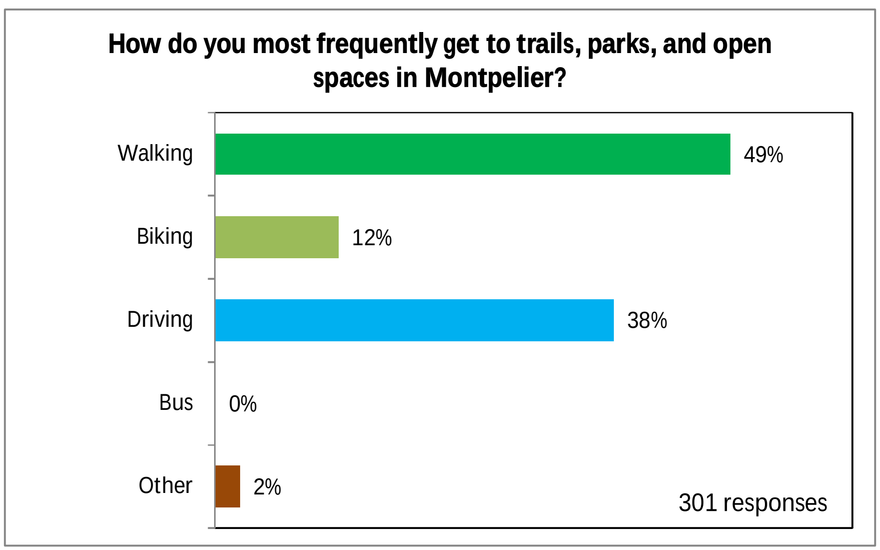
What do Montpelier Residents think about Open Space Protection?



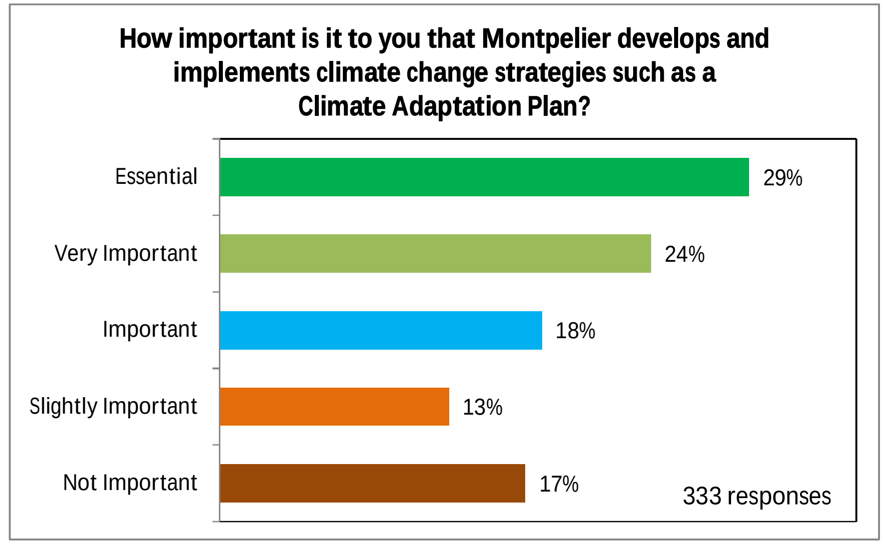


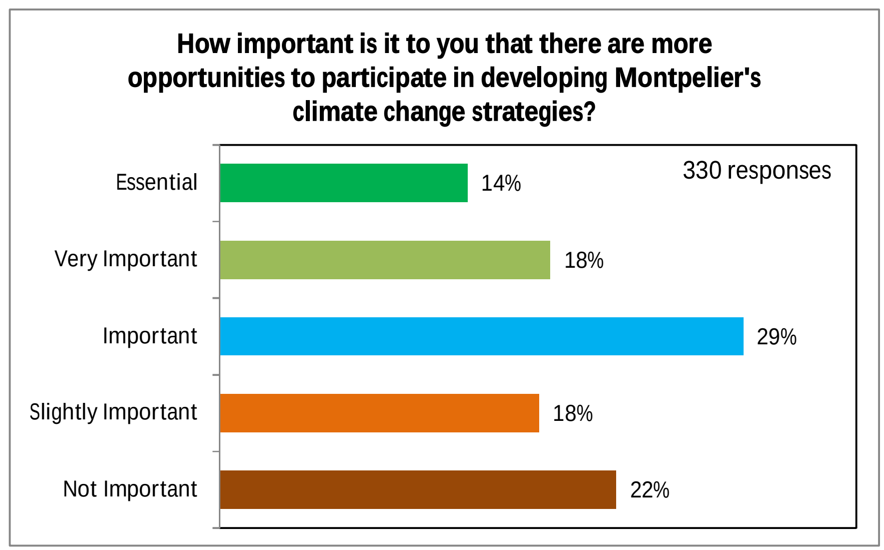
What do Montpelier Residents think about Parks and Recreation?





What do Montpelier Residents think about Planning for a Changing Climate?





Draft Charter Changes

For discussion on December 16, 2015

Ballot Artic1e 1: Shall the voters amend the Charter of the City of Montpelier to allow for a local sales tax as follows?

Add New Section:

Section 1204

(a) Local option taxes are authorized under this section for the purpose of affording the City an alternative method of raising municipal revenues. Accordingly:

(b) The City Council will assess a sales tax of one percent; with the provision that revenues collected from the sales tax will be dedicated for ___________.

(c) Any tax imposed under the authority of this section shall be collected and administered by the Vermont department of taxes, in accordance with state law governing such state tax or taxes; provided however, that a sales tax imposed under this section shall be collected on each sale that is subject to the Vermont sales tax using a destination basis for taxation.

(d) Of the taxes reported under this section, 70 percent shall be paid to the City of Montpelier for calendar years thereafter. Such revenues may be expended by the City of Montpelier for municipal services *only* and not for educational expenditures. The remaining amount of the taxes reported shall be remitted monthly to the state treasurer for deposit in the PILOT special fund established in Sec. 89 of No. 60 of the Acts of 1997. Taxes due to the City of Montpelier under this section shall be paid by the State on a quarterly basis.

Ballot Article 2: Shall the voters amend the Charter of the City of Montpelier to allow for a local rooms/meals and alcohol taxes as follows?

Add New Section:

Section 1204

(a) Local option taxes are authorized under this section for the purpose of affording the City an alternative method of raising municipal revenues. Accordingly:

(b) The City Council will assess rooms, meals and alcohol taxes of one percent; with the provision that revenues collected from the rooms, meals and alcohol taxes will be dedicated for _______.

(c) Any tax imposed under the authority of this section shall be collected and administered by the Vermont department of taxes, in accordance with state law governing such state tax or taxes.

(d) Of the taxes reported under this section, 70 percent shall be paid to the City of Montpelier for calendar years thereafter. Such revenues may be expended by the City of Montpelier for municipal services only and not for educational expenditures. The remaining amount of the taxes reported shall be remitted monthly to the state treasurer for deposit in the PILOT special fund established in Sec. 89 of No. 60 of the Acts of 1997. Taxes due to the City of Montpelier under this section shall be paid by the State on a quarterly basis.

City of Montpelier
ASSESSOR

TO: Montpelier City Council

FROM: Stephen Twombly, City Assessor

DATE: December 7, 2015

RE: Corrections to the 2015 Grand List (Errors & Omissions)

Pursuant to 32 VSA § 4261, I hereby request approval from the City Council for Errors & Omission adjustments to the 2015 Grand List. The following Grand List corrections should be made for the reasons given:

Personal Property:

Property Owner	Parcel ID#	Listed Value	Corrected Value
1. Back, Katie Business closed 6/1/15.	801-238000	$821	$0
2. ADP, LLC No equipment in Montpelier.	800-932000	$136	$0
3. Earthlink Business LLC Value entered incorrectly.	801-320000	$33,416	$3,304
4. Putter, David Business closed 7/14.	800-301000	$4,596	$0

Real Estate:

Property Owner	Parcel ID#	Listed Value	Corrected Value
1. Dowen, Jeffrey S. 7 Charles St. Sold portion of land. Date on PTTR incorrect. Parcel did not transfer until 4/3/15.	014.007000	$198,600	$201,900
Dowen, Jeffrey S. Duffy, Anne 7 Charles St. New parcel. Date on PTTR incorrect. Parcel did not transfer until 4/3/15.	014.007001	$55,900	$0

Use Agreement

This Memorandum of Use Agreement identifies the points and agreement entered and understood to by the City of Montpelier (hereinafter the "City"), the Montpelier City Council (hereinafter the "Council) Green Mountain Community Baseball, Inc., a corporation organized under Title 11B of the Vermont Statutes Annotated as a public benefit non-profit corporation (hereinafter the "Team"), and the Montpelier Recreation Department (hereinafter the "Recreation Department").

1. The Council has the authority to authorize the use of a certain ball field, known customarily as the "Montpelier Recreation Field" (hereinafter the "Facilities") in the City's recreational complex on Elm Street as managed by the Recreation Department.

2. The Team acquired a certificate of operation within the New England Collegiate Baseball League (the "League") and began play in the League during the 2003 season. This use agreement will cover the 2017-2036 League seasons inclusive.

3. The Council and the Team believe the presence of a team from the community of Montpelier, Vermont, in the League represents an appropriate use of the Facilities and provides the citizens of the City and the surrounding communities a "home" team involved in the game of baseball, the national pastime.

4. The Team may use the Facilities for regular scheduled games during the NECBL Season. Should the team make the NECBL playoffs, the Team may schedule additional as required by the League playoff schedule. In the event that a previously scheduled game must be rescheduled due to weather or other circumstances beyond the Team's control, the Team shall inform the Recreation Department as quickly as possible. The Recreation Department shall approve the rescheduled date unless it creates a conflict with a previously scheduled use of the Facilities, in which case the Recreation Department will work with the Team to find an alternate date and time for the rescheduled game. The Team may practice on the Facilities in a reasonable manner and for a reasonable amount of time throughout the League season, including during League playoffs. The Team shall inform the Recreation Department of its anticipated practice scheduled on or before May 25th each year. The Recreation Department shall approve the Team's practice schedule unless the Facilities have been reserved for another activity on a particular date, in which case the Recreation Department shall inform the Team of the conflict and allow the Team to choose an alternate day and/or time to practice. The Team may schedule exhibition games, baseball camps, an all-star game, fundraising and non-baseball events, subject to the availability of the field and as approved by the Recreation Department.

5. Since 2003, the Team has contributed over $550,000 in improvements to the Facilities (see attachment). Over the life of this lease, the Team will continue to help or fund field and facility improvements. Recognizing these facts, the Team shall pay to the City an annual use fee of $3,000.00 for 2017- 2021. This fee covers the organization's share of electrical usage (currently estimated to be approximately 80%), and water and sewer (currently estimated to be approximately 70%), during the baseball season. In addition, the Team will pay $3000

annually to the City to cover the cost of field supplies. After 2021, The Team will pay 80% of the electric costs and 70% of the water/sewer costs. The Recreation Department and the Team will continue to work cooperatively to maintain the facility.

6. The Team and the Recreation Department shall coordinate the scheduling of the games so as not to interfere with other uses of the Facilities by citizens of Montpelier consistent with the policy of the NECBL. As soon as practical each year, the Team shall inform the Recreation Department of the game schedule established by the league.
7. On approved game dates the Team shall have exclusive use of the Facilities from three hours before game time until one hour after the conclusion of the game.
8. The Team shall bear all costs associated with the maintenance of the fence surrounding the field as well as the fence along the road. The fence and dugouts may contain signs from sponsors of the team. No signs advertising controlled substances or containing political content shall be permitted. The Team may permanently have a plaque wall on the grandstand to acknowledge financial contributions by corporations and individuals. A permanent sign may be placed at the Grandstand, Concession stand, Parking lot, Elm Street level ramp, Bathrooms, Dugouts, Press box, Sponsorship box, Ticket booth, Skybox and Picnic area, all signs to be approved by the Council Commissioners or designee. The Team may permanently retire numbers for former Players from the Montpelier and Barre teams under the grandstand.
9. The Team shall have exclusive right to license and run concessions from two hours before game time until on hour after each game. No alcoholic beverages shall be sold, possessed or consumed at the Facilities subject to this agreement.
10. The bathroom and concessions area at the Facilities may be used by the Team from two hours before game time until on hour after each game for the benefit of patrons and the sale of traditional concessions.
11. The Team shall provide Certificates of insurance naming the Council and the City, as loss payee in amounts deemed necessary by the Council and the City. Coverage shall include public liability, comprehensive general liability and property damage.
12. The Team shall control the Ballfield Road parking lot, and shall make reasonable efforts to prevent the use of the Poolside Drive lot for game parking. The Team shall not charge anyone not attending ball games for parking. The Team shall coordinate with the Recreation Department regarding any use of the Poolside Drive for game parking.
13. The Team shall maintain itself as a public benefit nonprofit corporation under the laws of Vermont and apply for and maintain tax exempt status as a not-for-profit corporation under Section 501c(3) of the Internal Revenue Code.
14. The Team shall abide by all applicable laws, including all applicable City regulations and ordinances, and by all applicable policies and priorities of the Council.

15. All improvements and betterments to the Facilities shall be made by and under the direction of the Council or designee. The costs of any improvements or betterments may be borne by the City, or by the Team, or may be shared between the Cityl and the Team, as may be agreed by and between them on a case-by-case basis. Any improvements to the Facilities shall become the property of the Cityl unless otherwise agreed in writing. The Team shall cooperate with the Council in obtaining any necessary permits or other regulatory approvals to the extent required by law.

16. The Team shall indemnify, defend, and hold harmless the City of Montpelier and its agencies, officers and employees from all loss, damage, claims or injuries caused by/or arising out of the use, control and improvement of the Facilities by the Team.

17. This Use Agreement shall begin January 1, 2017 and continue through December 31, 2036, unless terminated earlier by either Party in accordance with the terms set forth herein.

    a. TERMINATION WITHOUT CAUSE: Either Party may terminate this Use Agreement, without cause, by providing the other Party with written notice of its intent to terminate in accordance with the procedure set forth herein. Written notice of a Party's intent to terminate shall be provided to the other Party during the last quarter October, November or December) of any calendar year, in which case this Use Agreement will terminate on August 31st (the "Termination Date") of the year following the year in which notice is given. Nothing herein shall prohibit the Parties from mutually agreeing to a termination date that is earlier than August 31st.

    b. TERMINATION FOR CAUSE: Either Party may terminate this Use Agreement for cause. Cause for termination shall include, but not necessarily be limited to, a violation of the terms of this Use Agreement that is not cured or remedied within thirty (30) days, following written notice of the issue or problem. Cause may also include a failure of one Party or the other to comply with relevant statutes or ordinances, especially those affecting the health, safety or welfare of members of the public, or the failure of the Team to comply with applicable Rules & Regulations of the NECBL. In the event either Party determines that there is cause for termination of the Use Agreement it shall contact the other Party and provide written reasons for its position and the corrective action desired or demanded, and shall specify a time period, normally at least thirty (30) days, in which the problem or issue must be addressed and resolved. If an issue involves a violation of an ordinance, statute or regulation, or has the potential to affect the health or safety of attendees, employees or players, the time period in which the problem must be addressed and resolved may be shorter than thirty (30) days, as appropriate to the situation. If the responsible Party shall fail to resolve or cure the problem or issue with in the stated time period the non-breaching Party shall have the right to terminate its further obligations under the Use Agreement.

       The Parties agree that a termination for cause is a drastic measure that will only be implemented if the underlying issues cannot be resolved. The Parties may agree to submit a dispute to mediation before a neutral mediator. In the event a termination for cause is implemented the Parties agree that they will work cooperatively to finish any season currently in progress, unless the underlying problem involves a violation of a statute, regulation or ordinance that affects the health, safety or welfare of the public.

18. This Use Agreement constitutes the entire agreement between the parties. This Agreement may not be modified, in whole or in part, except by a written instrument signed by an authorized agent of each party.

19. This Use Agreement shall be governed by the laws of the State of Vermont.

20. Parties agree that in the best interest of all, the financial part of this lease agreement will be reviewed with the City and/or its designee, the Recreation Department and/or its designee and the Team and/or its designee every 5 years.

______________________________________ ______________________

City Manager Date

______________________________________ ______________________

Green Mountain Community Baseball, Inc. Date

______________________________________ ______________________

Montpelier Recreation Department Date

AGREEMENT TO CREATE A UNION MUNICIPAL DISTRICT

TO BE KNOWN AS THE

WRIGHTSVILLE BEACH RECREATION DISTRICT

An agreement by and between: **TOWN OF EAST MONTPELIER, TOWN OF MIDDLESEX, CITY OF MONTPELIER, AND TOWN OF WORCESTER.**

WHEREAS, a beach will be constructed at the Wrightsville Reservoir if an entity can be developed to manage and operate such a beach, and

WHEREAS, a Joint Municipal Survey Committee has identified a need for and interest in a beach at Wrightsville, and

WHEREAS, The State of Vermont has lent support and encouragement to the development of a beach at Wrightsville, and

WHEREAS, the residents of the above mentioned communities would be the principal users and beneficiaries of a beach at Wrightsville, and

WHEREAS, 24 VSA, Chapter 121 provides that municipalities may form a union municipal district for cooperation in providing services and facilities in a manner and under a form of organization that accords best with the needs of those municipalities;

NOW, THEREFORE, it is agreed to create a union municipal district to be known as the **WRIGHTSVILLE BEACH RECREATION DISTRICT,** to be a municipal corporation under the laws of the State of Vermont, and subject to the following Articles of Agreement.

ARTICLE I. PURPOSE

The purpose of the District shall be to rent, operate and manage a beach at the Wrightsville Reservoir on behalf of East Montpelier, Middlesex, Worcester and Montpelier or all of them which ratify this agreement (hereinafter "member municipalities").

ARTICLE II. DURATION

This Union Municipal District shall be ongoing, unless terminated in accordance with Article IX within.

ARTICLE III. ORGANIZATION

The organization of the District shall be as follows:

A. Board of Directors. There shall be a Board of

Directors consisting of directors from each member municipality, but not exceeding one from each member town and two from the City of Montpelier.

1. **Appointment.** The legislative body of each of the municipalities shall appoint directors to the Board of Directors. Directors shall serve at the pleasure of their legislative body.

2. Term of Office. The term of office of Directors shall be for not more than three years. To accomplish staggering, the duration of the initial terms of office shall be varied by the Board of Directors as determined by a drawing of lots. Initial terms of office shall commence immediately upon appointment. Subsequent terms shall begin on October 1.

3. **Powers and Duties of the Board.** The powers and duties of the Directors shall include, but need not be limited to, the following:

a. to manage the business and affairs of the district.

b. to adopt bylaws governing the conduct of its business, and amend same.

c. to adopt an annual budget, assess member municipalities, and collect fees.

d. to enter into contracts.

e. to maintain District facilities in good order and cleanliness.

f. to retain staff, prescribe their duties, fix their compensation, if any, and delegate to them such responsibilities for the management of the beach as deemed appropriate.

g. to undertake any other activities necessary or desirable to carry out its purpose.

B. **Officers.** The Board of Directors annually shall elect from among its members a chairman, vice-chairman, treasurer and secretary and any other officers it considers necessary for the conduct of its business.

C. **Meeting of the Board of Directors.** The frequency and method of calling regular and special meetings of the Board of Directors, procedures for the transaction of business, and other necessary matters shall be in accordance with bylaws adopted by the Board of Directors.

D. **Quorum and Voting.** A quorum shall be necessary for the transaction of any business and shall consist of representation of a majority of the member municipalities. Action shall be by a majority of director's votes cast on a question. However, an affirmative three-fourths vote of the Board of Directors shall be required for the approval of a proposed amendment to these Articles, in accordance with Article VI.

ARTICLE IV. POWERS AND DUTIES OF THE DISTRICT

The District, acting through its Board of Directors, shall possess powers and duties consistent with the provisions of 24 VSA, Chapter 121, Section 4866, except paragraph 8.

ARTICLE V. FINANCING

The activities of the District shall be financed through fees charged for use of District facilities and an annual assessment of member municipalities.

A. The District fiscal year shall run from January 1 to December 31.

B. The Directors shall establish a budget for each fiscal year.

C. The budget shall reflect anticipated user fee revenues.

D. Based on the budget, the Directors shall transmit a notice of assessment to each member municipality. The assessment shall be per capita, based on the most recent U.S. Census or Vermont Department of Health population estimates, and shall be sent to each member municipality by January 1 of each year.

E. Annual assessments shall not exceed $.50 per capita.

F. Assessments shall be due and payable on or before May 15 of each year. A penalty of 5% shall be applied to an assessment received after May 15, plus a 1% per month penalty on any outstanding balance.

ARTICLE VI. AMENDMENTS

These Articles may be amended in whole or in part, including amendments for the purpose of adding other municipalities which wish to join these Articles in the following manner:

A. An amendment to these Articles may be proposed only by affirmative three-fourths vote of the Directors.

B. A proposed amendment approved by the Directors concerning Article V Section E of these Articles shall be presented to the legislative body of each member municipality for ratification. The amendment shall be adopted upon ratification by all member municipalities.

C. A proposed amendment concerning any other portion of these Articles shall be considered for adoption by the Directors at least 30 days following its proposal and following a duly warned public hearing, with notice of the hearing to the Town Clerks of each member municipality. If approved by three-fourths vote of the Directors, the amendment is adopted.

ARTICLE VII. ADDITION OF MEMBER MUNICIPALITIES

The Board of Directors may authorize the inclusion of additional municipalities outside of the District by amending theseArticles as provided in procedures of Article VI. Any authorized municipality may take action to enter the District according to the approval procedures of 24 VSA, Chapter 121, Section 4863.

ARTICLE VIII. WITHDRAWAL

Procedure and conditions for withdrawal from the District shall be as provided in 24 VSA, Chapter 121, Section 4863. A decision to withdraw shall be effective on January 1, andnotice of that decision shall be given to the Board of Directors at least 30 days prior to that date.

ARTICLE IX. DISSOLUTION

The District may be dissolved by a three-fourths vote of the Directors or in accordance with the provisions of VSA 24, Chapter 121, section 4863(H). In the event of voluntary or involuntary dissolution, assets of the district shall be distributed on a per capita basis to the member municipalities.

ARTICLE X. RATIFICATION

These Articles shall take effect July 1, 1983 if either:

A. Voters in all four member municipalities have ratified these Articles by popular vote; or

B. At least two member municipalities have so ratified, and the Articles are then approved under 24 VSA, Section 4863(e).

JOHN J. EASTON, JR.
ATTORNEY GENERAL

CHARLES A. BRISTOW
DEPUTY ATTORNEY GENERAL

JAN 31 1983

STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
109 STATE STREET
MONTPELIER
05602
TEL.: 802-828-3171

January 27, 1983

Peter Bluhm
Chairman
Joint Municipal Survey Committee
c/o Central Vermont Regional Planning Commission
26 State Street
Montpelier, Vermont 05602

Re: Wrightsville Beach Recreation District

Dear Peter:

Your Committee asked this office to review the "Agreement to Create a Union Municipal District to be Known as the Wrightsville Beach Recreation District." I have reviewed the agreement as required by 24 V.S.A. §4802, and find that it is in proper form and compatible with the laws of this state.

The agreement proposes that the towns of East Montpelier, Middlesex, and Worcester, and the city of Montpelier, form a union municipal district to operate a beach. I have enclosed a copy of the agreement which you provided to me.

Sincerely yours,

John H. Chase
Assistant Attorney General

JHC:mhm

Enclosure

Approved:

John J. Easton, Jr.
Attorney General

WRIGHTSVILLE
BEACH
RECREATION DISTRICT

c/o CVRPC
29 Main Street
Montpelier, VT 05602
(802) 229-0389
cvrpc@cvregion.com

Wrightsville Beach Recreation District Board of Directors Meeting Minutes
December 7, 2015

Representatives:
Montpelier and CVRPC Staff - Daniel Currier (Present)
Montpelier - Jessica Chaves (Present)
Middlesex - Jane Dudley (Present)
Worcester - Carl Witke (Present)
East Montpelier – Bill Merrylees (Present)
Other: Collin O'Neil – Manager (Present)

Meeting called to order at 5:08 pm.

Public Comment
No members of the public where present so no public comments were made.

Adjustments to Agenda
There was no adjusted the agenda.

Review Salaries for 2015 and 2016 and Confirm Vote Taken 11/16/15
The board discussed the manager's 2015 hourly rate. As discuss at our November meeting it has been stable at $17.50 for the past four years. Collin is requesting an increase of his manager's hourly rate from $17.50 to $20.13 for the 2015 season and have that rate be retroactive for the 2015 season. The board discussed this requests. Carl motioned to set the manager's hourly rate for 2015 at $20.13 effective to December 31, 2015. Jane seconded the motion. There was no further discussion and the board voted in favor of the 2015 manager hourly increase.

The Board next discussed the managers 2016 hourly rate. The board talked about the amount or percentage of the annual increase and that the board should be clear that it will consider an increase each year as the budget allows. Carl motioned that the Board will consider on an annual basis an increase in the manager's hourly rate for the coming fiscal year. Jessica seconded the motion. There was no further discussion and the board voted in favor to consider an increase each year.

The Board next talked about setting the manager's 2016 hourly rate. At our November meeting it was suggest that the manager's hourly rate for 2016 be set at $21.14. This is a 5% increase. Bill motioned that for the 2016 season the manager's salary will be set at $21.14 per hour. Jane seconded the motion. There was no further discussion and the board voted in favor of the 2016 hourly rate.

Jane proposed a future agenda item to discuss the need to add clarity for the Board when setting the manager's salary as well as a review of the mangers job descriptions and contract.

Review of Minutes from July

Board reviewed the July minutes and made some correction to the Budget and Salary discussion namely the deletion of the voting that occurred. Dan motioned to accept the minutes with corrections. Bill seconded the motion. There was no further discussion and the board voted in favor of accepting the minutes as corrected.

Per Capita cap Discussion

The Board discussed the Per Capita cap. The WBRD Agreement to Create a Union Municipal District outlines in Article 5 Section E the annual assessment should not exceed $.50 per capita. This value was set back in 1983 when the Agreement was drafted. The $.50 per capita represented 24% of the budget back in 1986. But now the $.50 per capita represented only 14% of the budget in 2015. The Board finds itself each year with hard choices to make because the limited revenues sources that we can access and the increasing maintenance needed to the facility. So while the $.50 per capita served us well in the beginning it's becoming more and more apparent that an increase in the per capita cap is necessary to bring the Articles up to date. The board discussed at length what the new per capita cap should be. It was noted that we have been running at our current $.50 per capita cap since 2008 and that we should keep this in mind as we set the new dollar value. In the end the board decided that by adding $1.00 to the per capita bringing the cap up to $1.50 should serve us well.

As the Agreement stated in Article 6 Amendments Section A. "An amendment to these Articles may be proposed only by affirmative three-fourths vote of the Directors." Section B further states "A proposed amendment approved by the Directors concerning Article 5 Section E of these Articles shall be presented to the legislative body of each member municipality for ratification. The amendment shall be adopted upon ratification by all member municipalities." So each of the four member municipalities that make up the District will need to ratify the boards adopted amendment to this article for it to take effect.

Bill motioned to amend these Articles raising the per capita from $.50 to $1.50. Jessica seconded the motion. There was no further discussion and the board voted in favor of raising the per capita cap from $.50 to $1.50.

Each Board member will request to be added to their selectboard/city council's next meeting agenda to present this adopted amendment to Article 5 Section E for ratification.

Meeting was adjourned 6:52 pm
Respectfully submitted by Dan Currier (CVRPC)

Wrightsville Beach Recreation District

Member Town Per Capita

Mangers Summary

Per capita adjustment

In order for public recreational facilities to be affordable to families of all income levels it is essential that a portion of the budget be funded by sources other than user fees. Thirty years ago, in 1986 The Wrightsville Beach Recreation District (the District) was created by the four member towns of Montpelier, East Montpelier, Middlesex, and Worcester to provide convenient and affordable outdoor recreation for the citizens of Central Vermont. It was determined by The District's Board of Directors (comprised of representatives from each member town) that in order to operate the Park a per capita fee would be needed. In 1986 the per capita was set at $0.50 and accounted for 24% of the Park's annual budget, and a total of 74.8% of the budget came from sources other than Park user fees.

In response to the public's needs and guided by Board members from the four towns the Park has evolved and improved dramatically over the last 15 years. By adding a number of new activities and facilities, as well as significantly extending the number of weeks it is open. The Park is now more popular, vibrant and relevant than ever. Because of the District's continuing mission to provide affordable recreation, the Board of Directors has decided it is in the best interest of the Park and the people it serves to adjust the maximum per capita to $1.50. Over the coming years this would enable the per capita portion of the budget to increase to and stay at roughly 17%, and the non-user-fee portion will be roughly 30%. They request that the Select Boards ratify the decision made by their town's representatives.

Over the last 30 years The District has shown great restraint in their expenditures and more often than not has collected less than the maximum allowable per capita. This requested increase will enable The District to continue to keep its user fees affordable to all, repair some 30 year old roofs, and establish a Capital Fund to prepare for future known and unforeseen needs. The Capital Fund will also be used to leverage Grant awards to be used for the previously mentioned uses.

Additionally the reasons for increasing the per capita cap to $1.50 are, to provide a resource tool in the event of unforeseen weather related expenses, to be able to keep up with the future increases to the minimum wage, and to set an amount that will negate the need to seek another increase for many years to come.

- **Because the:**
  - Per capita has been $0.50 since 1986
  - Minimum wage increases
    - Attendant minimum hourly
      - 1986 = $3.45. 14 weeks, 980 hours = $3,381.00
      - 2015 = $9.15. 22 weeks, 1,638 hrs. = $15,400 = (355% > 1986)
      - 2018 = $10.50. 22 weeks, 1,648 hrs. = $17,304.00 (413% > 1986)
    - Manager hourly
      - 2001 = $13.00
      - 2016 = $21.13 (62.5% > 2001)
  - Park expenses have increased
    - Insurance/Audit/Legal
      - 1986 = $1,200.00
      - 2015 = $3,771.00 (210% > 1986)
    - CVRPC
      - 1986 = $1,500.00
      - 2015 = $2,500.00 (67% > 1986)
    - Toilet tank pump out
      - 1986 = $300.00
      - 2016 = $1,200.00 (300% > 1986)
    - Truck use/ mileage
      - 1986 = $200.00
      - 2015 = $875.00 (340% > 1986)
  - **Per Capita**
    - **1986 = $0.45 = $ 5,345.00 (24% of total budget)**
    - **2015 = $.50 = $6,683.50 (10.6% of total budget)**
    - **Requested Per Capita**
      - **2016 @ $.90 = $12,030.00 (17.2% of total budget) (80%>1986)**
  - Non-User Fee % of budget (Per Capita & WEC combined)
    - 1986 = 74.8%
    - 2015 = 26.5%
  - Facilities in need of repair
    - Four park buildings need new roofs
    - The drainage and grading above the beach needs excavator work
    - We are on the second and third sets of grills and many will need to be replaced over the next few years
  - New challenges
    - Increased precipitation
      - Improve event shelters
      - Improve footpath drainage & surfaces for safe wet condition use
      - Improve overall Park resilience to extreme rain events