CITY OF MONTPELIER MONTPELIER, VERMONT

Agenda for City Council Meeting
Wednesday, June 27, 2012
06:30 P.M.

1) Call to Order by the Mayor

3) 12-159. Consideration of the Consent Agenda:

a) Approval of minutes from the City Council's June 13th, 2012 Meeting.

b) Accept Community National Bank's bid for a Tax Anticipation Note for $2,500,000 for FY13 (July 1, 2012 to June 30, 2013) to cover the expenses for the General Fund, School Department and Recreation Department; approve the Tax Anticipation Note Resolution and execute the loan documents.

1) Bids on loan and investment interest rates were received on Wednesday, June 13, 2012. A tabulation sheet listing the results is attached.

2) After considering the City's cash flow needs throughout the fiscal year, the Finance Director and the City Treasurer recommend the acceptance of Community National Bank's bid for tax anticipation borrowing at the rate of 2.22%. This bid combines a loan/deposit borrowing and includes a money market account with a 2.85% interest rate. See attached Resolution, Tax Anticipation Note, Non-Arbitrage and Use of Proceeds Certificate and Tax Anticipation Note Bid Results.

c) Approve a request from Page Guertin for the closure of a portion of Cross Street (between North Franklin Street and North Street) on Saturday, July 21st, from approximately 5:00 to 7:00 P.M. for a neighborhood event.

d) Approve the City's application for the 2012 Bicycle Parking Grant Program to the Vermont Agency of Transportation for the placement of an additional 46-U racks throughout the city of Montpelier; no matching funds required.

e) Approve the bagging of nine meters in front of the State House on Saturday, June 30th, from 1:00 to 3:00 P.M. for a Citywide Ice Cream Social.

    1) This Ice Cream Social is the result of the City's Energy Committee winning a contest called Vermontivate.

    2) Ben & Jerry's will be parking their ice cream truck next to the State House lawn, where there will be a band playing, prizes, and announcements. Everyone is invited!

    3) Reservation of nine parking spaces would allow for the Ben & Jerry's truck and the CVCAC Energy Van to be parked on State Street adjacent to the State House lawn.

f) Accept the low bid submitted by Lloyd Franks of Plainfield, Vermont, for Maintenance of Trash & Recycling Barrels for the Public Works Department, in the estimated annual amount of $13,174.70, with the condition that all material collected be disposed of at the Public Works Garage, and to authorize the City Manager to execute the contract documents.

g) Award a contract for Bituminous Concrete Paving - FY 2013: The Public Works Department mailed Invitations for Bids to area contractors and also advertised in the local newspaper and on the Vermont Bid System for the scheduled summer paving work. Bids will be opened on Wednesday, June 27th, at 10:00 A.M.. Assuming the bids received are within the available budget and there are no irregularities or problems with the bids received, a recommendation to accept low bid and to award the contract will be provided by the Public Works Director in time for consideration at this City Council meeting.

    1) The streets proposed to be paved through this contract and the corresponding treatment processes are:

2) Dover & Philips Roads: Rehabilitation

3) Hubbard Park Drive: Rehabilitation

4) Liberty Street (Heaton - College): Combination rehab & resurface

5) Ridge Street (200’): Reconstruction as part of separate slope project

6) Woodrow Avenue (College - Emmons): Resurface

7) Gallison Hill Road (US Rte. 2 - 550’ northerly): Resurface

8) Main Street (Towne Hill Road - Murray Hill Drive): Resurface

9) Towne Hill Road (Westwood - Murray): Resurface

10) Winooski West Bike Path: Resurface (paving through FEMA flood mitigation project)

11) Funding for this contract is available from the Capital Improvement Plan as follows:

    i. CIP Paving & Rehab Budget $413,558

    ii. CIP (Ridge Street - approx.) 11,000

    iii. FEMA (Bike Path - approx.) 30,000

    iv. TOTAL FUNDS AVAILABLE $454,558

12) Recommendation: Award of the contract for FY 2013 Street Paving to the qualified bidder submitting the lowest and responsive bid as recommended by the Director of Public Works and designation of the City Manager as the duly authorized agent to execute the contract documents and change orders if applicable.

h) Approve the SMARTGov Contract for city permitting software that will help us coordinate data between the zoning, building, assessors, and public works offices.

i) Payroll and Bills

4) <u>12-160. Appointment of Alternate to the EC Fiber Board.</u>

a) On March 28th, 2012, Dan Jones was appointed as the City's Alternate to the EC Fiber Board.

b) Staff has received an e-mail from Mr. Jones stating, "My problem is that the Fiber meeting is on the 2nd Tuesday which is also the Montpelier Energy Committee." Since Dan is the Chair of the Energy Committee, the decision was made for him to step down from the EC Fiber seat.

c) In the meantime, staff received an e-mail from Rob Chapman, Executive Director of ORCA, indicating that he would be interested in filling this position.

d) Recommendation: Appoint Rob Chapman as Alternate to the EC Fiber Board.

5) <u>12-161. Update from the Central Vermont Core Communities Regional Public Services Committee.</u>

a) City reps to this committee, City Councilors Tom Golonka and Alan Weiss, requested this agenda item.

b) Recommendation: Receive update from Councilors Golonka and Weiss.

6) <u>12-162. Discussion of City Council Goals and Priorities.</u>

a) The Council has been working on goals since March and held a workshop on June 6th.

b) The City Manager has prepared a draft of the goals based on the workshop discussion.

c) During the workshop, the Council decided to review the full draft and identify the highest priorities from the list.

d) This item was tabled from the Council's June 13th meeting.

d) Recommendation: Review draft goals, identify key items, make changes as desired. Approve goals.

7) <u>12-163. Review and discuss a "Permit for Outdoor Seating within the Public Right-of-Way" drafted by the City Clerk.</u>

a) Staff continues to receive requests from downtown businesses (restaurants, coffee shops, deli's, etc. to place tables and chairs on the sidewalk area outside of their businesses.

b) Because each area is unique, staff decided to draft a permit that will be fair and equitable to all involved, i.e. as it relates to sidewalk vendors, etc. A copy of the City Clerk's proposed document is attached.

c) Recommendation: Discuss; direction to staff; or approve, with or without any further amendments.

2) <u>12-158. General Business and Appearances</u>

8) <u>12-164. Council Reports</u>

9) <u>12-165. Mayor's Report</u>

10) 12-166. Report by the City Clerk

11) <u>12-167. Status Reports by the City Manager</u>

12) 12-168. Agenda Reports by the City Manager

Adjournment

2012 Bicycle Parking Application

City of Montpelier
City Hall 39 Main Street
Department of Planning and Community Development
Kevin Casey
Montpelier VT 05602
Phone: 802.223.9507
Email: kcasey@montpelier-vt.org

Wednesday, June 20, 2012

To: Jon Kaplan
Bicycle and Pedestrian Program Manager
Local Transportation Facilities Section
VT Agency of Transportation
1 National Life Drive
Montpelier VT 05633-5001

Re:

Dear Mr. Kaplan:

The City of Montpelier is pleased to submit this application for the 2012 Bicycle Parking Rack Grant to the Vermont Agency of Transportation.

Montpelier has the potential to be a very bike-able city. Montpelier's compact downtown presents a great opportunity. Many residents already bike for fun or fitness, yet less for transport. While bicyclists are often seen in downtown Montpelier, bicycle commuters are less common. Currently, few people ride to go to the movies, out to dinner, or short trips to the grocery story; Bicycle parking is available, but not particularly visible or well designed.

Infrastructure for bicycles is one part of creating a culture of bicycling, and bicycles are part of the solution to reducing our infrastructure needs (such as parking or roads) for unsustainable automobile use. Improving conditions for bicycling also makes social connections, improves the public health of the community, reduces pollution of air and water resources, reduces emissions of greenhouse gases, alleviates strains on parking resources, and reduces traffic congestion. Increased visibility of bicycles will help promote a lifestyle in which people live close enough to where they work, shop, and recreate so as to be able to bike to these places. Montpelier is actively seeking to address the sustainability (or lack thereof) of our car-based lifestyles through

A stated goal of the 2010 Master Plan was to increase and encourage the citizens of Montpelier to conduct short trips via bicycle in lieu of motor vehicles. Sites were selected based on a plan to connect individual bicycle parking facilities to a larger network serving to increase the visibility, accessibility and capacity of the current bicycle infrastructure in Montpelier.

Montpelier's commitment to bicycle and pedestrian transportation was recently reaffirmed by the City Council during its goal setting sessions of 2012.

***Goal: Become a nationally known bike and pedestrian friendly city.**

Steps:
- Repair sections of bike path and bridge
- Install additional bike racks downtown
- Make completing the bike path a priority project
- Convene a bike/pedestrian summit in conjunction with Parks Commission

**Montpelier* City Council Draft Goals Meeting 2012-2013 June 15,2012

We propose to add an additional 46 racks for a total of 92 bicycle parking spaces (46 racks). This number will increase visibility and availability of bicycle parking and connect key high traffic areas of the City and effectively double the amount of available bicycle parking. All bicycle racks will be permanently installed and maintained by the Department of Public Works.

The near doubling of bicycle parking racks will have a tremendous impact helping Montpelier achieve its goal of becoming a nationally recognized bicycle and pedestrian friendly community.

We appreciate the opportunity to apply for these funds.

Sincerely,

Gwendolyn Hallsmith, Director

Planning and Community Development

Part B. Applicant Information

Municipality Name: City of Montpelier

Mailing Address: 39 Main Street City Hall

Department of Planning and Community Development

Montpelier Vermont 05602

Name of Person Who Will Receive Racks: Todd Law, Director of Public Works

Primary Contact Person for Application:

Kevin S. Casey, Community Development Specialist

Daytime Phone: 802.223.9507

Fax Number: 802.2239524

Email Address: kcasey@montpelier-vt.org

Part C: Bicycle Parking Needs

1. **Does the Municipality currently provide any bicycle parking? How many bikes is the parking designed for?**

   Currently, Montpelier has very few municipally controlled bike racks and there are serious deficiencies. There are currently only 7 locations in the City of Montpelier that have municipal bike racks accounting for 98 bicycle spaces (*see table 1 and Map A in Section D). Providing additional bike racks will encourage more bicycle ridership by increasing the availability and access to bicycle parking structures.

Table 1: Location of Existing Bicycle Parking

Location	**#of spaces**
Union Elementary	16
Main Street Middle School	18
Main Street High School	15
City Hall	15
Pool	15
Hubbard Park	5
Coffee Corner (State and Main)	4
Total	98

2. **What indicates that additional parking is needed or that the existing parking does not function well? (Bikes locked to other objects, bikes tipped over in the rack, public requests, etc.)**

   The locations we have identified provide critical missing links in the bicycle parking infrastructure network. Installation of the parking racks will provide more complete and comprehensive access and the ultimate goal is to link all of these racks with a marketing campaign (through signs on the racks) to encourage people to ride not drive.

   The proposed locations were identified in two previous studies the first, conducted by Montpelier Bikes (a subcommittee of the Montpelier Energy Team) presented a report in January 2009 to the Planning Commission and identified a number of locations for "ring" racks on parking meters. The second was a survey conducted for the Envision Montpelier 2008 Planning Process in anticipation of the preparation of the 2010 Master Plan.

   A significant Amount of time was spent on bicycle and pedestrian planning in the envision Montpelier community planning process and outlined in the 2010 City of Montpelier Master Plan. The installation of additional bicycle racks would help Montpelier to achieve its top Transportation goal to (*see appendix 1):

"By 2015 to increase the number of Montpelier residents who commute by walking or bicycling by 40% by 2040"

In order to achieve this goal a number of targets were set to accomplish this goal. Specifically to *"provide secure bicycle storage areas and racks throughout the city." and "The City Council and the Department of Public Works should pursue funding sources to improve bicycle infrastructure and facilities in the city".*

Lack of Adequate Bicycle Parking is demonstrated at the following sites:

Figure 1: Montpelier Recreation Center

Figure 2: Barre Street Playground

Figure 3: State and Main

Figure 4: State Street

Figure 5: Elm Street and School Street

Figure 6: South Side of Recreation Center along bike path

Figure 9: Sidewalk in Front of Labrioche

Figure 7: Elm and

School Near Laundromat Center

Figure 8: Sidewalk Outside of City

3. **How many additional bikes do you want to accommodate? How was this number determined?**

   We propose to add an additional 46 racks for a total of 92 bicycle parking spaces. This number will increase visibility and availability of bicycle parking and connect key high traffic areas of the City.

   The total number was determined by surveying the proposed locations and evaluating the needs and opportunities at each location. In October 2009 The Montpelier Bike Group (a subcommittee of the Energy Advisory Committee) conducted a study of possible locations for bicycle parking racks and presented their findings. In June 2012 this list was updated to include additional high traffic suitable locations. The location of the bicycle racks was vetted in the winter of 2008/2009 by plowing operations staff of the DPW and the parking meter staff. Additional locations on the bike path provide bicycle parking for office buildings along stone cutters way, increased bicycle traffic at School and Elm (Uncommon Market) as well as locations with visible needs (see photos) that are currently underserved or where no bicycle parking currently exists.

4. **Will the bike parking be permanently installed or moveable? If moveable who will be responsible for making parking available when demand exists?**

   The majority of Bicycle parking racks will be permanently installed by the Department of Public Works on municipally controlled sidewalks or municipally controlled property, in the event the racks are not permanently installed they will be removed prior to winter operations. All locations have been vetted by the Department of Public Works and the parking meter staff.

PART D. Plan of Parking on Municipally Controlled Property

Figure 10: Proposed Locations of Bicycle Parking Racks

Proposed Location	Proposed Number of Spaces	Location Relative to Main Entrance/Building/Population Served
City Center	3 U-racks (6 spaces)	To eliminate bike locking to saplings see figures **Location Served**: City Center including VLCT,AT&T,Labrioche
Library	2 U-racks (4spaces)	Currently there are racks on the side entrance but none nearest Main Street entrance, bikes frequently locked to trees or left on lawn **Location Served**:
Recreation Center	4U-racks (8spaces)	2 Along the bike path and a neighborhood activity center/2 on eastern side closest to bike path **Location Served**: Front Entrance
Montpelier Senior Activity Center	2 U-racks(4 spaces)	To senior center and Playground **Location Served**: Rear Entrance and Playground
Locations along Bike Path	8 U-racks (16 spaces)	**Location Served**: Provides bicycle parking to adjacent office buildings, Sarducci's, Chancellors Office, VSECU, Peace Park, State Offices
SALT Café/Barre Street Market	1 U-racks (2spaces)	**Location Served**: Barre Street Market serves local community
State and Elm	2 U-racks (4spaces)	**Locations Served**: Serves the downtown businesses including but not limited to Capital Grounds, Julio's, Salaam, Wilawains,
Shaw's Bus Stop	2 U-racks (4 spaces)	**Location Served**: Bus Commuter using Shaws while waiting for Bus
School & Elm	2 U-racks(4spaces)	**Location Served**: Uncommon Market, Laundromat
3 Penny /NECI Block	2 U-racks(4spaces)	**Location Served**: 3 Penny owners expressed interest as a number of their employees and patrons bike to bar/restaurant
Near Soup Kitchen/Unitarian Universalist	2 U-racks(4spaces)	**Location Served**: (School Street sidewalk) Frequency of UU to host community events requires the there is nearby bicycle parking
Pool	6 U-Racks (12 spaces)	**Location Served**: Extensive Summer Use (Bike Lane on Elm Street is clearly defined and connects to North Branch Nature Center)
Mountaineers Stadium	6 U-Racks (12 spaces)	**Location Served**: Extensive Summer Use (Bike Path on Elm Street is clearly defined)
Civic Center	4(8 spaces)	**Location Served**: adjacent to main entrance, thiswill be near the bike path extension
Total	**92 Spaces**	

Page 13 MAP A: Current Locations

Page 14 Map B:Proposed Locations

City of Montpelier
Department of Public Works
Memorandum

To: **William Fraser, City Manager**

From: **Todd Law, P.E., Director of Public Works** TL
Thomas McArdle, Assistant Director

Date: **June 27, 2012**

Subject: **Bituminous Concrete Paving – FY2013**
Bid Results & Contract Award Recommendation

The Public Works Department mailed bid invitations to area contractors and also advertised in the newspaper & the Vermont Bid System for the scheduled summer paving work. Bids were opened on this date. A total of five (5) sealed and competitive unit price bids were received and publicly opened. In addition to paving, the bid items include in-place pavement recycling, related sidewalk paving and curbing, and other incidental items.

A summary of the bids received based on estimated quantities are as follows:

(1) Engineer Construction Inc.	=	$ 419,661.60
(2) F.W. Whitcomb	=	$ 433,318.25
(3) S.T. Paving	=	$ 489,744.90
(4) Pike Industries, Inc.	=	$ 530,255.55
(5) S.D. Ireland	=	$ 546,636.70

We have had a good working experience with the low bidder, Engineers Construction Incorporated and they do have pre-qualified status with the Vermont Agency of Transportation. A bid evaluation revealed that Engineers Construction Inc. bid is well within our project estimate and within our available budget. A copy of the bid tabulation is attached.

The streets proposed to be paved through this contract and the corresponding treatment processes are:

Dover & Philips Roads: Rehabilitation
Hubbard Park Drive: Rehabilitation
Liberty Street (Heaton – College): combination Rehab & Resurface
Ridge St (200'): Reconstruction as part of separate slope project
Woodrow Ave (College – Emmons): Resurface
Gallison Hill Rd (US Rte 2 – 550' northerly): Resurface
Main St (Towne Hill Rd – Murray Hill Drive): Resurface
Towne Hill Road (Westwood – Murray): Resurface
Winooski West Bike Path : Resurface (paving through FEMA flood mitigation project)

Funding for this contract is available from the Capital Improvement Plan as follows:

CIP Paving & Rehab Budget	=	$413,558
CIP – (Ridge St – approximate)	=	$ 11,000
FEMA (Bike Path – approximate)	=	$ 30,000
Total Funds Available	=	$454,558

Based on the results of our review, we recommend that a contract for FY2013 Street Paving be awarded to Engineers Construction Inc. as the qualified bidder submitting the lowest and responsive bid. We ask that the City Council approve this recommendation and designation of the city manager as the duly authorized agent to execute the contract documents and change orders if applicable.

Attachment (bid tab)
C: Brian Tuttle, Street Supervisor
Sandra Gallup, Finance Director

CITY OF MONTPELIER, Vermont
Department of Public Works

Bituminous Concrete Paving, Municipal Streets, FY2013
Bid Opening Wednesday, June 27, 2012

				E.C.I. P.O. Box 2187 South Burlinton, VT 05407		F.W. Whitcomb 187 Whitcomb Road, Walpole, NH 03608		S.T. Paving P.O. Box 567 Waterbury, Vt 05676		Pike Industries 249 Granger Road Berlin, VT 05602		S.D Ireland 193 Industrial Avenue, Williston, Vt 05495	
Item	Description	Est Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Bituminous Concrete Pavement (Type II)	1,544	TN	$ 90.90	**$ 140,349.60**	$ 81.45	**$ 125,758.80**	$ 98.50	**$ 152,084.00**	$ 99.40	**$ 153,473.60**	$ 108.00	**$ 166,752.00**
2	Bituminous Concrete Pavement (Type II & IV)	2,231	TN	$ 90.90	**$ 202,797.90**	$ 85.45	**$ 190,638.95**	$ 98.50	**$ 219,753.50**	$ 110.75	**$ 247,083.25**	$ 108.00	**$ 240,948.00**
3	Bituminous Concrete Pavement - (Hand placed)	35	TN	$ 200.00	**$ 7,000.00**	$ 155.00	**$ 5,425.00**	$ 200.00	**$ 7,000.00**	$ 165.00	**$ 5,775.00**	$ 200.00	**$ 7,000.00**
4	Cold Plane / Milling of Streets	1,085	SY	$ 14.00	**$ 15,190.00**	$ 10.00	**$ 10,850.00**	$ 7.00	**$ 7,595.00**	$ 17.50	**$ 18,987.50**	$ 25.00	**$ 27,125.00**
5	Calcium Chloride	2,502	GAL	$ 2.00	**$ 5,004.00**	$ 5.00	**$ 12,510.00**	$ 1.50	**$ 3,753.00**	$ 2.00	**$ 5,004.00**	$ 3.00	**$ 7,506.00**
6	Bituminous Concrete Sidewalk	150	SY	$ 35.00	**$ 5,250.00**	$ 55.00	**$ 8,250.00**	$ 27.70	**$ 4,155.00**	$ 31.00	**$ 4,650.00**	$ 30.00	**$ 4,500.00**
7	Bituminous Concrete Curbing	2,926	LF	$ 7.00	**$ 20,482.00**	$ 8.00	**$ 23,408.00**	$ 7.00	**$ 20,482.00**	$ 9.50	**$ 27,797.00**	$ 17.50	**$ 51,205.00**
8	Emulsified Asphalt	572	CWT	$ 1.00	**$ 572.00**	$ 55.00	**$ 31,460.00**	$ 75.00	**$ 42,900.00**	$ 55.00	**$ 31,460.00**	$ 1.00	**$ 572.00**
9	Cold-In place asphalt Recycling	10,007	SY	$ 2.30	**$ 23,016.10**	$ 2.50	**$ 25,017.50**	$ 3.20	**$ 32,022.40**	$ 3.60	**$ 36,025.20**	$ 4.10	**$ 41,028.70**
	TOTAL CONTRACT AMOUNT				**$ 419,661.60**		**$ 433,318.25**		**$ 489,744.90**		**$ 530,255.55**		**$ 546,636.70**
	Bid Bond				**Yes**		**Yes**		**Yes**		**Yes**		**Yes**
	Addendum #1				**Yes**		**Yes**		**Yes**		**Yes**		**Yes**

CITY OF MONTPELIER
MONTPELIER, VERMONT

Agenda for Special City Council Meeting
City Council Chambers, City Hall
Friday, July 6, 2012
9:00 A.M.

1) Call to Order by the Mayor

2) Setting the Annual Tax rate.

a) The Finance Director has prepared a summary memo of voter approved funding and the final grand list.
b) Recommendation: Approve tax rates as per the memo.

3) Update on District Heat Project.

a) The City Manager will provide an update on various aspects of the project.
b) Portions of the discussion related to contract discussions with the State of Vermont may be eligible for executive session under 1 VSA 313 (a) (1)

4) Update on Carr Lot Project.

c) The City Manager will provide an update on various aspects of the project.
d) Portions of the discussion related to property acquisition may be eligible for executive session under 1 VSA 313 (a) (2)

5) Possible discussion of Berlin Water negotiations.

e) The City Manager may provide an update on these discussions.
f) Portions of the discussion related to contract negotiations with the Town of Berlin may be eligible for executive session under 1 VSA 313 (a) (1)

Adjournment

CITY COUNCIL GOALS DRAFT
For June 27, 2012 Meeting
2012 - 2013

Goal: ***Balance and control municipal budgeting, taxes and services relative to current population and grand list tax base***

Steps:

- Assemble a citizen's group to compile municipal tax rate information from comparable municipalities.
- Develop longer term budget projections
- Assure that all Matrix Report recommendations have been addressed
- Set a Budget target, focus budget discussions on policy and services, not line items.
- Complete five year plan to implement debt and fund balance policy.
- Establish a rational process for funding outside agencies

Goal: ***Maintain all city streets, bridges, sidewalks and other infrastructure (tennis courts, parks, rec paths, etc.) in (at minimum) fair or good condition as per appropriate rating indices.***

Steps:

- Capital improvements committee to recommend a funding plan to improve streets and sidewalks to a reasonable level within five years.
- Develop comprehensive inventory of infrastructure needs and associated costs.
- Take steps to remove all dual utility poles in Montpelier.

Goal: ***Provide sufficient parking throughout the city for shoppers, visitors, businesses and housing.***

Steps:

- engage in a city-wide analysis of parking issues including review of existing information.
- Initiate discussions with State on parking issues especially regarding parking near Statehouse.
- review and balance alternatives between adding parking and reducing parking demand.

Goal: ***Provide comprehensive, accessible and useful information to constituent groups about the City government and the community.***

Steps:

- Re-vamp city website to make it more user-friendly; provide clear and easy-to-find information for residents AND for potential residents and potential businesses
- Expand use of social media to communicate city's message while continuing traditional communications methods.
- Provide adequate staff and volunteer support to maintain communications efforts once they have started.
- Target appropriate information messages to specific audiences

Goal: ***Promote and encourage a mix of single and multi family residential growth.***

Steps:

- Create a Hospitable environment for residential growth
- Follow-through with recommendations of Barriers to Housing Committee
- Consider public investment in infrastructure to generate housing.
- Review impact of sprinkler ordinance on housing

Goal: ***Create an environment where businesses thrive throughout Montpelier.***

- Change narrative and present Montpelier as business friendly through brochures, communications and marketing.
- Maintain active role in Dickie Block redevelopment
- Establish Economic Development and Business Recruitment/retention a municipal priorities
- Maintain a viable and vibrant downtown
- Consider financial incentives

Goal: ***Become a nationally known bike and pedestrian friendly city.***

Steps:

- Repair sections of bike path and bridge
- Install additional bike racks downtown
- Make completing the bike path a priority project
- Convene a bike/pedestrian summit in conjunction with Parks Commission

- Create and publish a prioritized list of other sidewalks in need of repair or replacement
- Continue to work with Sidewalk Stewards to help monitor conditions

Goal: ***Make significant progress on three major outstanding capital projects: District Heat, Transit Center and Montpelier/Berlin Bike Path.***

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MISCELLANEOUS:

The Director of Finance shall present an auditors approved process to the Council indicating a revised process for the authorization of payment of bills and warrants.

The Council shall appoint a Charter Review Commission. Its charge to analyze the contents of the Charter regarding anachronisms, items to be deleted, amended or added. The Commission shall report its findings no later than 11 December 2012.

The Council will consider appropriate means of volunteer appreciation and recognition.

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MONTPELIER, VERMONT

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8) **Main Street (Towne Hill Road – Murray Hill Drive):** Resurface
9) **Towne Hill Road (Westwood – Murray):** Resurface
10) **Winooski West Bike Path:** Resurface (paving through FEMA flood mitigation project)

11) Funding for this contract is available from the Capital Improvement Plan as follows:

i.	CIP Paving & Rehab Budget	$413,558
ii.	CIP (Ridge Street – approx.)	11,000
iii.	FEMA (Bike Path – approx.)	30,000
iv.	TOTAL FUNDS AVAILABLE	$454,558

12) Recommendation: Award of the contract for FY 2013 Street Paving to the qualified bidder submitting the lowest and responsive bid as recommended by the Director of Public Works and designation of the City Manager as the duly authorized agent to execute the contract documents and change orders if applicable.

h) Approve the SMARTGov Contract for city permitting software that will help us coordinate data between the zoning, building, assessors, and public works offices.

i) Payroll and Bills

4) 12-160. Appointment of Alternate to the EC Fiber Board.

a) On March 28th, 2012, Dan Jones was appointed as the City's Alternate to the EC Fiber Board.

b) Staff has received an e-mail from Mr. Jones stating, "My problem is that the Fiber meeting is on the 2nd Tuesday which is also the Montpelier Energy Committee." Since Dan is the Chair of the Energy Committee, the decision was made for him to step down from the EC Fiber seat.

c) In the meantime, staff received an e-mail from Rob Chapman, Executive Director of ORCA, indicating that he would be interested in filling this position.

d) Recommendation: Appoint Rob Chapman as Alternate to the EC Fiber Board.

5) 12-161. Update from the Central Vermont Core Communities Regional Public Services Committee.

a) City reps to this committee, City Councilors Tom Golonka and Alan Weiss, requested this agenda item.

b) Recommendation: Receive update from Councilors Golonka and Weiss.

6) 12-162. Discussion of City Council Goals and Priorities.

a) The Council has been working on goals since March and held a workshop on June 6th.

b) The City Manager has prepared a draft of the goals based on the workshop discussion.

c) During the workshop, the Council decided to review the full draft and identify the highest priorities from the list.

d) This item was tabled from the Council's June 13th meeting.

d) Recommendation: Review draft goals, identify key items, make changes as desired. Approve goals.

7) 12-163. Review and discuss a "Permit for Outdoor Seating within the Public Right-of-Way" drafted by the City Clerk.

a) Staff continues to receive requests from downtown businesses (restaurants, coffee shops, deli's, etc. to place tables and chairs on the sidewalk area outside of their businesses.

b) Because each area is unique, staff decided to draft a permit that will be fair and equitable to all involved, i.e. as it relates to sidewalk vendors, etc. A copy of the City Clerk's proposed document is attached.

c) Recommendation: Discuss; direction to staff; or approve, with or without any further amendments.

8) 12-164. Council Reports

9) 12-165. Mayor's Report

10) 12-166. Report by the City Clerk

11) 12-167. Status Reports by the City Manager

12) 12-168. Agenda Reports by the City Manager

Adjournment

Minutes of the Montpelier City Council Meeting
June 13, 2012
City Council Chambers, Montpelier City Hall

In attendance: Mayor John Hollar (presiding), City Manager Bill Fraser, City Councilors Andy Hooper, Thierry Guerlain, Alan Weiss, Angela Timpone, Sarah Jarvis and Tom Golonka. City Clerk John Odum acted as Secretary of the Meeting.

At 6:35PM, Mayor Hollar called the meeting to order.

Councilor Timpone moved that agenda item 7 be tabled. Councilor Golonka seconded. The motion passed unanimously at 6:35.

12-142 Under General Business, resident Diane Wright rose to speak about the new crosswalk signals. She indicated she was speaking on behalf of herself as well as David Kelley, Jim Sheridan, Gaston & Fairbanks, and her "friend Stephanie who has a business." Wright indicated her sleep and piece of mind have been negatively impacted by the new system, but also indicated it had improved in the last day (she thanked Tom McCardle for the changes). She noted that an autistic boy she cares for has also been negatively impacted and expressed a desire to hear from the visually impaired community, for whom the new system is intended to benefit.

Resident Stephanie Johnson said she still has a headache from the "cuckoo clock" crossing tone, and indicated it has been bothering her in her massage office. She felt that people can't understand the various beeps and audio commands, and suggested she'll have to move her business if there aren't changes.

Ellis Backus of Cool Jewels suggested that the signal doesn't fit in in Vermont or America. He further suggested the lights' deployment was a governmental action taking us "deeper into [George Orwell's] 1984."

At the request of Diane Wright, the Mayor put the crossing light conversation on hold until after 7:00 to avoid confusion for people who thought the meeting started at 7:00.

12-143. At 6:47, the Council took up the Consent Agenda. Fred Bashara approached the Council to discuss item D1. Bashara was concerned about the potential impact on his businesses of an extended closure of the streets specified in the agenda item.

Montpelier Alive Director Phayvanh Luekhamhan indicated that the street closure request was consistent with previous years. Councilor Golonka disputed that, noting that the street was closed during parades, but that the theater and the parking lot were never closed off the way that item D1 would authorize (and if it had been, it had been done without Council approval). Bashara expressed the hope that, in the future, business owners would be notified about comparable agenda items, noting that he only discovered it when Councilor Golonka brought it to his attention. It was suggested there may have been some confusion surrounding the request.

The City Clerk added a new liquor and tobacco license request from Meadow Mart onto the Consent Agenda.

Councilor Golonka moved for approval of the Consent Agenda minus item D1. Councilor Jarvis seconded. Motion passed unanimously (6:57 PM).

12-144. At 6:58, Councilor Jarvis moved that Alex Hoffmeier and Shawn White be appointed to the Conservation Commission. Councilor Golonka seconded. The motion passed unanimously.

12-145. A discussion on Item 5 began, noting that the yet-to-be-formally appointed Budget Study Committee had just met in an informal capacity, and were joined by the City Manager who went over meeting requirements. Carl Johnson came before the Council as a Committee representative to speak. He looked to the Council to formalize the group membership and charge. The Mayor (and other Council members) agreed with the need for clarity, noting – along with Councilor Golonka – that media coverage of the committee's development had not been accurate.

Councilor Timpone suggested a Council member be appointed to the committee along with the list of names proposed. She also broached the topic of staff participation, with City Manager Fraser advised against.

Councilor Weiss began a discussion as to whether or not it was appropriate for the committee to compare and contrast the city's budget with comparable municipalities, asserting his belief that no two communities are truly comparable. Councilor's Guerlain, Jarvis and Golonka disagreed with the assertion.

There was some discussion over whether the committee should be tasked with collecting data only, or also making budgetary recommendations to the Council. Mr. Johnson urged the Council to include recommendations into the charge, noting that there would likely be recommendations regardless. A discussion followed on the particular of the timing and format of the committee product.

The Mayor noted that the self-selected group that was to make up the formal committee after Council action (including John Bloch, who had also indicated his desire to be a member) was a talented group of people from different backgrounds.

Councilor Weiss advised strongly against a Council Member being a member of the committee, and there was consensus that a Council liaison would be appropriate.

The Mayor proposed the following charge for the committee: The committee will be charged with comparing the costs and effectiveness of Montpelier's municipal services with those provided by comparable communities. The committee is authorized to make any recommendations it believes are appropriate, related to its charge. The committee is requested to supply a report to the City Council by September 17th, 2012."

At 7:23PM, Council Weiss moved "that we approve the charge of the committee as presented by the Mayor; that we appoint these members including John Block, and appoint Tom Golonka as Council Liaison." Councilor Hooper seconded. The motion was approved unanimously.

12-142 The Mayor directed the meeting back to "General Business" to complete the discussion of the new crossing light/sound. With no further public input, the Council moved into its own discussion of the issue. The City Manager noted that a full discussion would need to include representatives from the Department of Public Works, as well as the visually impaired community. He noted the federal accessibility guidelines that direct decisions in the matter, and noted that updated restrictions go into place according to the regular replacement schedule of the equipment, accounting for different towns implementing such audio-driven crosswalk systems at different rates and times. He noted that different tones had been tried, and that city staff had been caught off guard at how "over the top loud" the initial deployment was. He offered an apology for the inconvenience.

Fraser also noted that since the latest adjustment in volume, there had been no complaints.

Councilors Golonka and Timpone expressed a desire to talk about it further. Golonka noted he had received more complaints than he had over the Scott Construction overpayment of a few years back. Timpone repeated the need to involve advocates for the visually impaired. Mayor Hollar expressed a desire for more clarity on the legal requirements, while Councilor Jarvis responded that decisions on the final status of the system should be based on results, rather than legal requirements.

When the discussion moved towards the details of how and what could be further adjusted immediately, Councilor Weiss noted the Council was veering into what he saw as staff responsibilities, rather than policy. He then moved that the item be tabled, with an additional recommendation the City Manager come back with a report on the matter at the next meeting. Councilor Hooper seconded and the motion carried unanimously (7:34 PM).

12-143d. The Council returned to consent agenda item d, as Director Luekhamhan returned with Sgt. Wade Cochran of the Montpelier Police Department. Cochran explained that, in the past Taylor Street Bridge was closed for Independence Day celebrations, and that had worked well for pedestrian traffic. He indicated that they had allowed some access into the parking lot and onto Taylor Street, and that too had worked well.

Councilor Golonka repeated his concern that this action had been previously taken without Council approval. Cochran noted that Taylor Street had only been closed for a short period of time, but that the PD would work with whatever the Council decided.

12-146. At 7:44, the Council began a discussion on whether to instruct staff to develop a permitting regime for downtown restaurants who wish to have outdoor seating on public sidewalks. City Manager Fraser likened it to the vendor licenses the City currently makes available (and Councilor Weiss advised that the policies be comparable).

Councilor Jarvis suggested staff look to Kent Ohio's policy for guidance, and to consider liability issues. Mayor Hollar suggested staff look at policies surrounding Burlington's Church Street Marketplace.

The Council agreed informally that staff should pursue an outdoor seating policy.

12-151. The Council took up item 11 – the draft statement regarding Berlin Pond.

At Councilor Weiss's question, Planning Director Gwendolyn Hallsmith explained what a Conservation District was. After clarification, Councilor Jarvis moved for approval of the draft statement. Councilor Weiss seconded. The motion passed unanimously at 7:57.

Nat Smead rose to ask if the last portion of the approved statement constituted some sort of surrender. The Mayor said the City had come to understand that the State would not give them the support they had been looking for. He also indicated that a date had not been settled on for a formal meeting with the Berlin Selectboard.

Fraser indicated that, while he couldn't speak to the particulars of testing, he would be informed if water quality issue comes up in the City's water system (he had not been notified of any).

Councilor Golonka noted that the issue is ongoing, and the Council can revisit its statement in the future.

12-148. At 8:02, the Council took up the issue of outside agency funding. The Mayor expressed concern about the current ballot-driven process, saying that voters are not able to inform themselves about ballot funding requests, and that there is no capacity to monitor or audit the use of public money in this context.

As an alternative to organizations seeking funding on the ballot, Mayor Hollar proposed create a $100,000 fund and form a committee that would be charged with deciding how to allocate that fund based on what's been approved in the past. Personal contributions to the fund (which would not encompass library requests) could be encouraged. There was some discussion of strategies to insure fund recipients didn't then ask for further money on the ballot as well (a Council statement to that effect, funding from the pool could include a stipulation against requesting money from the ballot, deadlines could be structured to make that difficult, etc).

Councilor Hooper suggested the Council wait a year to gauge what the impact of the recently passed charter change raising the threshold for access to the ballot from 5% of voters to 10%. Councilor Weiss noted that the Council did adopt a statement of policy on the matter recently.

Councilor Golonka expressed support for the Mayor's proposal. Councilor Guerlain had questions about how money would be awarded. Councilor Jarvis believed it was worth trying, while Mayor Hollar speculated that this could be a boon to organizations because the ballot process was burdensome. Councilor Weiss suggested forming a three member committee to review and make recommendations, and do so no later that the second meeting in August.

There were concerns about auditing grant recipients. Councilors Jarvis and Weiss suggested that expecting a presentation from recipients could be satisfactory.

The Mayor noted that Plainfield and Marshfield have similar processes in place.

The City Manager advised the Council move cautiously, so as not to adversely impact agencies.

Councilor Weiss moved that the Mayor "appoint a three person council committee to review and make recommendation on the proposal before us and to do so no later than the second meeting in August." Councilor Guerlain seconded.

Councilor Golonka noted there was a similar process for Rotary grants. Councilor Jarvis questioned whether the organizations were similar enough to be comparable, and Councilor Golonka believed them to be.

At 8:24, the motion was voted on and approved unanimously. Mayor Hollar, Councilor Hooper and Councilor Weiss agreed to serve on the committee.

12-149. Item 9, the discussion of policy concerning equity of services, fees, and costs for city services serving non-residents, was initiated. A wide-ranging discussion followed, with Councilor Timpone noting that the entities in question (the Senior Center, Library, etc) are all different, Councilor Golonka expressing concern that any changes they make may not have teeth, City Manager Fraser noting the challenging nature of measuring the differential between the costs borne by residents vs. non-residents, and Councilor Guerlain's speaking out against the City being the "trough of last resort."

After Councilor Weiss added that such a policy was desirable, Mayor Hollar indicated he would work on crafting something more specific, noting that he believed the city had been "cavalier" on the matter. When Councilor Jarvis took issue with the "cavalier" characterization, the Mayor referred to his frustration over the fact that only .7% of the Senior Center budget comes from other towns.

Assistant City Manager Bev Hill reviewed the history of the Senior Center, and the ongoing attempts to secure funding from the surrounding towns it serves. She contrasted these efforts against the Recreation Department which doesn't do comparable work to secure funds.

Hollar indicated he would work with the City Manager on a formal proposal.

12-143d. At 8:45 PM, the Council returned to the Taylor Street closure (Consent Agenda Item d). Councilor Jarvis asked what the impact would be if it were only closed during and after fireworks to manage traffic. Councilor Golonka believed that would not likely be an issue.

Council Weiss asked about the protocols regarding business owners and street closings. City Manager Fraser indicated that businesses are given notice, according to protocol. Councilor Golonka observed that Bashara had not received notice, and Councilor Jarvis noted that the procedure around municipal events has been different.

Councilor Jarvis expressed the view that serving notice of the proposal now for discussion at a further meeting would be inefficient, since there is one effected business owner who had spoken at the beginning of the meeting already. Councilor Golonka insisted that the notice was inadequate to allow for considered commentary before the Council (Golonka disclosed that Bashara is his father-in-law).

Councilor Guerlain moved that the item be discussed at the next meeting, and that affected persons be given notice. Councilor Golonka seconded.

Councilor Jarvis voiced the opinion that an inordinate amount of time had already been spent on the matter, which would be more appropriately handled by staff. Mayor Hollar replied that he was responding to the desire of the Council to engage in the discussion.

It was agreed that approaching Mr. Bashara prior to the next meeting to work out the details in advance would be desirable.

At 8:50 PM, the motion passed unanimously.

12-152. Councilor Weiss recapped the recent Energy Advisory Committee meeting, which covered topics such as district heat, micro-grid, PACE, carshare energy, and created new subcommittees on energy generation, transportation, smart grid, and capital area neighborhoods.

Councilor Jarvis commented positively on the new sidewalks, as well as noting the new Thai take out restaurant.

12-155. City Manager Fraser repeated that he would find a date for a Berlin meeting on the pond issue. He also noted that Bev Hill would be retiring after June 30, and would return in a part time capacity in August.

After some discussion of the summer calendar, it was decided that July 11th would be the only City Council meeting in July.

Councilor Weiss reminded the City Manager to be sure the Berlin meeting has enough.

12-157. At 8:59, Councilor Jarvis (citing statute) moved that the Council go into executive session to discuss an acquisition of real estate. Councilor Hooper seconded. The motion passed unanimously.

At 9:19, Councilor Weiss moved to come out of executive session, Councilor Guerlain seconded. The vote was 6-0 in favor of the motion.

Councilor Weiss moved to adjourn, Councilor Timpone seconded. The motion passed unanimously.

June 19, 2012

Montpelier City Council:

The North Street Neighborhood requests approval to close the portion of Cross Street, between North Franklin Street and North Street, on Saturday, July 21st from approximately 5:00 p.m. until 7:30 p.m. for a neighborhood event. We will provide temporary barricades.

Meg Baird has received verbal approval from the Fire Chief and the Police Department.

This request is for the agenda of the July 11 meeting of the City Council. If you have any questions, please contact Meg Baird at 229-0186 or Page Guertin at 229-7707.

Thank you.

Page S Guertin

Page Guertin
459 North St.

Sandy Pitonyak

From: Robert Chapman [rob@orcamedia.net]
Sent: Monday, June 18, 2012 11:16 AM
To: Sandy Pitonyak
Subject: EC Fiber Alternate

Hi Sandy.

I understand that there is a Montpelier position on the EC Fiber Board as an alternate. I think I would be an excellent choice for this position and would like to place my name in as a candidate. I have worked in community media for 20 years and believe that it is important as well as imperative to understand how new technologies like fiber can be used to the benefit of our communities, particularly Montpelier, where I now reside with my family. Please let me know if you need any additional information.

Thanks,
Rob

Rob Chapman
Executive Director
Onion River Community Access Media (ORCA)
802 224-9901
rob@orcamedia.net
www.orcamedia.net

Sandy Pitonyak

From: Dan Jones [dan@siteprod.com]
Sent: Thursday, June 14, 2012 12:19 PM
To: Sandy Pitonyak
Subject: Re: EC Fiber Alternate

Hi Sandy
My problem is that the Fiber meeting is on the 2nd Tuesday which is also the Montpelier Energy committee.
Since I am chair of the latter, I can't swing being in two places at once.
The decision was made for me.
What do I need to do?
Dan

On Jun 14, 2012, at 11:07 AM, Sandy Pitonyak wrote:

I just heard that you decided not to serve … is that correct?

Sandy Pitonyak

Administrative Assistant to the City Manager
City Hall - 39 Main Street
Montpelier, VT 05602
Telephone: (802) 223-9502
FAX: (802) 223-9519
spitonyak@montpelier-vt.org

Dan Jones
(h) 802-225-6377
(c) 617-817-3638

We can no longer think in left or right.
Now it has become up or down.

Attention People of Montpelier!

Town Ice Cream Social!

Saturday, June 30, 1-3 pm

Statehouse Lawn (rain location Town Hall)

Celebrating Team Montpelier's Win of

VERMONTIVATE

A community energy game of epic proportions!

Help kick off the Montpelier Energy Advisory Committee's

Energy Conservation Challenge!

- **Free Ben&Jerry's**
- **Infinite Laser Tag**
- **Live Music**
- **Dessert Potluck**
- **Energy Saving Tips**

Bring pie and other Things Which Go With Ice Cream for the Massive Dessert Potluck!

Info at www.vermontivate.com

(2) The Planning Department Should Acquire and Install an Automated Permitting System.

Currently, the Planning Department does not have access to an automated permitting system. All land development applications and processing are tracked and managed utilizing an access database. While the Building Inspector utilizes a permitting system, it is not utilized for any land development applications. The City should acquire a permitting system capable of handling all development activities from initial land development activities through the building permitting, inspection, and issuance of a certificate of occupancy.

The goals of the acquiring the automated permit information system should be simply stated in broad terms. Important goals that should be considered by the City of Montpelier include:

- Reduce paper to the greatest extent possible;
- Streamline and automate processes so that the process is more efficient for residents, planners, and other City staff so they achieve approvals without sacrificing quality or safety;
- Increase the available range of information that customers and the public can access electronically, any time of day, and at the customer's convenience by using cost-effective, Internet-based technologies to accommodate as many applicants as possible;
- Eliminate the necessity for customers to come to City Hall by creating a "virtual City Hall;"
- Reduce the time required for the current planning process;
- Create intuitive, simple, and effective tools that require minimal training and technical knowledge to operate.
- Integrate data management tools with Web technologies and document management;
- Improve communication between all parties involved;

- Facilitate collaboration, integration, and cooperation among officials, businesses, designers, and contractors; and
- Provide 24/7 access to up-to-date information.

The automated permit information system should be designed to serve all of the Town's staff and outside agencies involved in the Town's permitting process. The system should serve a number of purposes including the following:

- Tracking of the process for issuance of current planning permits including description, application type, dates, etc.;
- Tracking permit application and issuance;
- Automatically calculate and track fees and cashiering;
- Scheduling of applications for consideration by the various commissions and committees;
- Land (parcel), building, and occupancy tracking;
- Zoning enforcement and complaint tracking.

If possible, the Planning Department should utilize either the system currently in use by the Building Inspector (or alternatively the Assessor) if these systems are capable of handling land development applications, as this will be the most cost effective approach since there would be no software acquisition costs. If these systems are not capable of handling a comprehensive permitting program including land development, the Planning Department, should work with the Building Inspector and Assessor, to identify alternatives that can serve the needs of all three parties. This will require the budgeting of funds for acquisition of a system.

Recommendation: The Planning Department should acquire and install an automated permitting system.

SECTION	RECOMMENDATION	ENTITY / INDIVIDUAL RESPONSIBLE TO IMPLEMENT	PRIORITY	TIMEFRAME	COST / (SAVINGS)
9.2 (1)	Continue the current effort to develop a Tree Master Plan, including a tree inventory.	Parks and Trees Superintendent	Low	Short Terms	None
PLANNING					
10.1 (1)	The GIS / Webmaster position should be transferred to the Information Technology unit of the Finance Department.	City Manager	High	Immediate	N/A
10.1 (2)	The City should reallocate the Building Permitting and Inspection functions from the Fire Department to the Planning and Community Development Department.	City Manager	Medium	Short Term	N/A
10.2 (1)	The Planning Director, in conjunction with the Finance Director, should review the fees charges for services provided to ensure they are established at a level sufficient to cover actual processing costs.	Planning Director / Finance Director	Medium	Short Term	N/A
10.2 (2)	The Planning Department should acquire and install an automated permitting system.	Planning Director	High	Long Term	Dependent on selection made.
10.2 (3)	The City Manager, Planning Director and City Council should hold a workshop to review services performed by the Planning Department, establish priorities, and allocate resources necessary to accomplish assigned duties.	City Manager	High	Short Term	N/A
10.2 (3)	Following the work session, the Planning Director should develop an annual work-plan outlining core planning functions and special projects with identified resources allocated to each.	Planning Director	High	Short Term	N/A

CITY OF MONTPELIER
PERMIT FOR OUTDOOR SEATING WITHIN THE PUBLIC RIGHT-OF-WAY

Date of Application: ___________________ Permit Expiration Date: March 31, 20__

FEE: : _____________ ($30 per 2-person table, $60 per 4-person) Permit Approved Date:_________________

· CERTIFICATE OF INSURANCE MUST BE PROVIDED, BY THE PROPERTY OWNER, WHICH SPECIFICALLY DELINEATES LIABILITY COVERAGE EXTENDING OFF PRIVATE PROPERTY, INTO THE PUBLIC RIGHT-OF- WAY, AND SPECIFICALLY LISTS THE CITY OF MONTPELIER AS AN ADDITIONAL INSURED.

· ALL ADA (AMERICANS WITH DISABILITIES ACT) REQUIREMENTS MUST BE ADHERED TO, WITH A MINIMUM OF 6' CLEARANCE FOR PASSAGE IN SIDEWALK AREAS.

Owner's name Mailing Address City State Zip

Telephone No. Fax No. E-mail address

for the purpose of OUTDOOR SEATING IN THE RIGHT-OF-WAY adjacent to:

Property Address

REGULATIONS AND SPECIAL CONDITIONS FOR PERMIT TO ALLOW OUTDOOR SEATING WITHIN THE PUBLIC RIGHT-OF-WAY:

1. Any open and operating first floor commercial businesses or professional office will be permitted to have seating on the public sidewalk outside of their business.

2. Extending to a neighboring property's frontage is permitted, if the business obtains written permission to do so.

3. No open intoxicants will be permitted on any public sidewalk or right-of-way including area where outdoor seating is permissible.

4. Seating is only allowed where sidewalk width can accommodate standard widths for seating and pedestrian accessibility, allowing at least 6' for pedestrian accessibility.

5. City representatives will verify that minimum sidewalk widths are available before a permit is granted.

6. Only the following outdoor seating items shall be permitted to be placed on the public sidewalk in compliance with these other requirements: tables, chairs or other furniture or trash receptacles. No umbrellas are permitted. No candles or other artificial lighting, no condiments and no accessories of any kind shall remain on any table or other furniture unless that table or furniture is occupied. *Other furniture* is defined as furniture designed for or modified to withstand the elements and is intended for outdoor seating use.

7. Only tables designed to seat two and four patrons will be allowed. Maximum occupancy for the outside seating area will be twelve patrons (using any configuration of 2-top and 4-top tables, so long as seating area conforms with other restrictions)

8. No tables, chairs or other furniture or trash receptacles can be anchored in any manner to the public property.

9. All tables, chairs or other furniture, and trash receptacles must be brought in at the end of each business day, or no later than 9:00 p.m, whichever is sooner, or the same is subject to removal by the City.

10. All outdoor seating areas must provide a trash receptacle to be emptied or removed by the permitted business when full,

or daily. Trash receptacles must be covered to prevent the wind from spreading trash around. Business owners are responsible for keeping the area clean of all debris, including, but not limited to paper, litter, food, beverage spills, etc. Vacated tables will be cleared of trash and dishes in a reasonably prompt manner.

11. All tables, chairs or other furniture or trash receptacles placed on the public sidewalk must be maintained in good working order and safe condition.

12. No tables, chairs or other furniture or trash receptacles can be placed outside from November 1st through March 31st annually, or on any day when snow is accumulating, or has accumulated on the sidewalk.

13. Serving of food and/or non-alcoholic beverages will be permitted for these sidewalk-seating areas.

14. Doorways may not be blocked by any placement of the tables, chairs or other furniture or trash receptacles placed on the public sidewalk.

15. The outdoor seating area must be visible from inside the place of business, preferably from the serving counter and/or cash register area.

16. It is the responsibility of the business owner to regularly check on the placement of tables, chairs or other furniture or trash receptacles placed on the public sidewalk to comply with these requirements.

17. The placement of any item on the public sidewalk that is not in compliance with these regulations is subject to removal by the City without warning. Items removed by the City shall be disposed of without compensation provided to the owner of said items. If the City removes non-compliant items from any property, notice shall be provided to the business owner or business manager with a warning that if the City, due to noncompliance with these requirements, must remove any tables, chairs or other furniture or trash receptacles from this property within a twelve month period following the date of this notice, then the required right-of-way permit shall be revoked for a period of twelve months.

18. Music may be played if the volume is maintained at a level audible to patrons in the immediate outdoor seating area only.

19. Outdoor furniture will be consistent aesthetically with the city block or neighborhood in which it is placed, with the final judgment on what is inconsistent resting with the license issuing authority.

20. Business owners are responsible to insure that passing pedestrians are not subjected to inappropriate behavior from patrons, including lewd comments or vulgarity.

21. Special conditions unique to the applicant may apply (see below).

22. This use is only permitted between the hours of 6:00 A.M. until 9:00 P.M.

23. Any outdoor sidewalk seating permit is revocable in situations of noncompliance to the listed regulations.

Additional Special Conditions (if any): ____

Acceptance of this permit implies that the Owner agrees that the occupation of the right-of-way covered by this permit shall be performed in strict accordance with all the above regulations and the provisions of Section 274 of the Municipal Code. Applicant also agrees to any special conditions listed hereon, and agrees to keep and save the City free and harmless from any damages or claims against it by reason of any failure, fault or neglect of the applicant, the applicant's agent, servants or employees in the execution of the work or exercise of the privilege for which such permit is granted.

ACCEPTANCE OF REGULATIONS AND/OR SPECIAL CONDITIONS FOR RIGHT-OF-WAY PERMIT

Receipt of the above regulations and/or special conditions for right-of-way permit is hereby accepted by:

Signature:______________________________Title:____________________ Date:__________________

PERMIT APPROVED______________________________
City Clerk

Paladin SMART Gov™ Community

SMARTGov Community® Subscription Agreement

Paladin Data Systems Corporation
19362 Powder Hill Place NE
Poulsbo, WA 98370-8720
Tel: 360-779-2400 1-800-532-8448
Fax: 360-779-2600

Date: May 18, 2012
Order: 1020
Ordered by: Jon Byrd
Required Date: June 18, 2012

To:
City of Montpelier
Department of Planning & Community Development
City Hall, 39 Main Street
Montpelier, VT 05602-2950

Telephone: 802-223-9506
Fax: 802-223-9524
Contact Person: Bill Fraser, City Manager
Email: www.montpelier-vt.org

Purpose of this Sales Order: Subscription pricing for City of Montpelier, VT for the purchase of SMARTGov® Community SaaS System - Permit, Planning, Code Enforcement, Licenses, Integrated GIS w/satellite imagery and street map.
The price below ($3,200) for SMARTPortal reflects a 20% discount.

Start Date: TBD **Period:** 12 months

Back-up Availability Date: 15th of each month beginning a month after Start Date.
(File will be available each month for download for 72 hours following Back-up Availability Date, after which the file with be deleted.)

Quantity	Unit of Issue	Description	Extended Price
ANNUAL SUBSCRIPTION COSTS:			
5 End-Users*	End Users	SMARTGov® Community SaaS	$7,500.00
1 Module	Module	SMARTPortal	$3,200.00
1 Module	Module	SMARTConnector	$3,000.00
		Subtotal For Annual Costs	**$13,700.00**
		1st Year Discount – 20%	[$2,740.00]
		Adjusted Subtotal for Annual Subscription Costs Year 1	**$10,960.00**
ONE TIME COSTS:			
	Job	SMARTConnector Parcel Code Set-up (Labor)	$2,000.00
	Job	SMARTConnector GIS Code Set-up (Labor)	$2,000.00
100 Hours	$160/Hour	Configuration and Training (Labor) See attached Statement of Work #23114	$16,000.00
		Travel and Expenses (Estimate) See attached Statement of Work #23114	$2,600.00

Initials – Paladin JB Client ________

Subtotal for One Time Costs	**$22,600.00**
Total Contract without sales tax	**$33,560.00**
Recurring Annual Subscription	$13,700.00

*10 Named Users will be set up in the system and will be subject to monitoring under Section 2.1(b) and amendment of the number of End-Users and Fees under Section 4.1(b).

Schedule of Payments	
50% of SMARTGov Community™ Total Due Upon Contract Signing	$7,480.00
50% of SMARTGov Community™ Total Due at Start Date	$7,480.00
Travel and Expenses to be invoiced monthly as they occur ($18,600.00) per SOW23114	Monthly
Sales Tax Not Included in the Above Amounts	

If Tax Exempt, please send a copy of your Tax Exempt Certificate.

This Paladin Data Systems Corporation Sales Order and SMARTGov Community™ Subscription Agreement (collectively, "**Agreement**") is entered into by City of Montpelier, VT ("**CLIENT**") and Paladin Data Systems Corporation ("**PALADIN**") as of the date of the last signer (Effective Date) of this Agreement. CLIENT agrees to the terms of this Agreement, including any terms or conditions incorporated by reference herein.

City of Montpelier, VT	**Paladin Data Systems Corporation**
Signature	Signature
Print Name and Title	Daniel A Burton COO Print Name and Title
Date	6/12/12 Date

 Initials – Paladin DB Client__________

TERMS AND CONDITIONS

1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1 "CLIENT Data" shall mean any data, information, records, images or files added or entered into, processed or generated by the SMARTGov Community™ by or on behalf of CLIENT.

1.2 "Confidential Information" shall mean any non-public data, information and other materials (whether in tangible or intangible form) regarding the products, services or business of a party (and/or, if either party is bound to protect the confidentiality of any Third Party's information, of a Third Party) provided or accessible to either party by the other party where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably considered to be confidential and/or proprietary. Without limiting the foregoing, Confidential Information of PALADIN includes the software and all source code, source documentation, inventions, know-how, and ideas, updates and any documentation and information related to SMARTGov Community.

1.3 "Documentation" includes, but is not limited to, any on-line help files, electronic media, executables, report files, data table definitions, system designs, or written instruction manuals regarding the use of SMARTGov Community.

1.4 "SMARTGov Community" shall mean the access and use provided to CLIENT hereunder of PALADIN's SMARTGov Community™ e-government software solutions via Web-based interface, hosted on the Microsoft Windows® Azure™ Platform.

1.5 "End-User" shall mean an individual registered and identified by CLIENT by name to receive a unique password in order to access SMARTGov Community, including employees, agents, consultants, contractors and any other persons having access to SMARTGov Community by virtue of his or her relationship with CLIENT.

1.6 "EULA" shall mean the SMARTGov Community End User License Agreement, which is located at http://smartgov.paladindata.com.

1.7 "Licensed Jurisdiction" shall mean City of Montpelier, VT.

1.8 "Fees" shall mean the fees, charges and other amounts to be paid by CLIENT to PALADIN hereunder.

1.9 "Modifications" shall mean improvements, additions, changes, updates, upgrades, bug fixes or derivative works relating to SMARTGov Community, including but not limited to the graphical user interface, by whomever made them and whether or not they incorporate or are based on any information gained as a result of this Agreement.

1.10 "Normal Business Hours" shall mean Monday through Friday (excluding holidays) from 8 a.m. to 5 p.m. Pacific Time.

1.11 "Recommended Equipment" shall mean any hardware or other equipment, if any, recommended by PALADIN to be used with SMARTGov Community as specified in the Documentation and/or on the SMARTGov Community website, currently located at http://smartgov.paladindata.com.

1.12 "Results" shall have the meaning set forth in Section 3.1.

1.13 "Subscription Services" shall mean the access to SMARTGov Community and those support and maintenance services provided by PALADIN to CLIENT pursuant to the terms and conditions described herein.

1.14 "Start Date" shall mean the date agreed upon by PALADIN and CLIENT that the Subscription Services will be available for CLIENT's use.

Initials – Paladin KB Client ________

1.15 **"Term"** shall have the meaning set forth in Section 7.1.

1.16 **"Third Party"** shall mean any entity or individual other than PALADIN or CLIENT.

2. LICENSE GRANT

2.1 SMARTGov Community.

(a) **License.** Subject to the terms and conditions of this Agreement, PALADIN hereby grants to CLIENT, a non-exclusive, non-transferable, limited license, during the Term, for End-Users to access and use SMARTGov Community in accordance with the Documentation solely for e-government software solutions. CLIENT'S use of SMARTGov Community is limited to the number of End-Users and modules as set forth in the Sales Order, except as provided in Section 4.1(b) herein. In addition, if SMARTPortal (public portal) is purchased under this Agreement, CLIENT may display on its website the public portion(s) of SMARTGov Community, which are the portion(s) of SMARTGov Community available to CLIENT that do not require a password for use. CLIENT agrees that all rights not expressly granted to CLIENT hereunder are reserved by PALADIN and its Third Party licensors or vendors, as applicable.

(b) **Restrictions.** CLIENT agrees that SMARTGov Community contains trade secrets and other confidential and/or proprietary information owned by PALADIN or its Third Party vendors. CLIENT shall not and shall not allow End-Users or other persons to (a) modify, make derivative works, alter any part of SMARTGov Community, (b) copy the SMARTGov Community, in part or in whole, (c) reverse engineer, decompile, disassemble or otherwise attempt to derive source code of the SMARTGov Community or other proprietary information from the SMARTGov Community, d) sell, transfer, lease, rent, loan, distribute or attempt to grant any rights to the SMARTGov Community to any Third Party, (e) use the SMARTGov Community to act as a service bureau or application service provider, or to permit access of any kind to SMARTGov Community to any Third Party, or (f) disclose SMARTGov Community or any Documentation, to any Third Party, except as otherwise permitted herein. Furthermore, End-Users may not log into more than one machine at a time. PALADIN may electronically monitor CLIENT's use of SMARTGov Community for compliance with the license terms and restrictions set forth in this Section 2.

2.2 **Data.** CLIENT grants to PALADIN a non-exclusive license to use CLIENT DATA for the purposes of performing its obligations under this Agreement.

3. OWNERSHIP

3.1 **SMARTGov Community Ownership.** As between the parties to this Agreement, PALADIN and its licensors shall retain sole and exclusive ownership of, and all right, title and interest in and to SMARTGov Community, Documentation, Modifications all suggestions, ideas, improvements, feedback, evaluation materials, presentations, designs, technology, inventions, know-how, works of authorship, software, specifications, and other materials, information and any other intellectual property made, developed, conceived or reduced to practice by PALADIN (whether alone, or jointly with Client) in the performance of this Agreement (collectively, "**Results**"). To the extent necessary to effect this intention, CLIENT hereby assigns to PALADIN any and all right, title and interest in and to SMARTGov Community and Results, and shall execute all such further instruments and documents and to do all such other acts and things, as may be requested by PALADIN from time to time to secure and preserve PALADIN's rights hereunder.

3.2 **PALADIN Trademarks.**

Paladin SMARTGov Community and SMARTGov® are registered trademarks of PALADIN (the "**Paladin Trademarks**"). PALADIN hereby grants to CLIENT a non-exclusive, non-transferable, right to use the Paladin Trademarks as long as such use is solely to identify and promote SMARTGov Community, and CLIENT complies with the trademark usage policies and guidelines provided by PALADIN, as may be updated or revised by PALADIN from time to time. CLIENT receives no ownership right in the Paladin Trademarks and agrees not to take any action inconsistent with such ownership. All use of the Paladin Trademarks by CLIENT will inure to the benefit of PALADIN.

3.3 Client Data and Trademarks. CLIENT hereby grants to PALADIN, during the Term, a non-exclusive, non-transferable, license to display the CLIENT name and logo designated by CLIENT for use on the user interface of SMARTGov Community through which CLIENT accesses and uses SMARTGov Community and for the marketing and promotion of SMARTGov. PALADIN receives no ownership right in the CLIENT Data or CLIENT Trademarks. PALADIN may, with CLIENT's consent, use excerpts of CLIENT Data in demonstrations and presentations regarding the SMARTGov Community.

3.4 Ad Hoc Report Writer Software. Exago Inc. is the owner of the ad hoc report writer software (eWebReports) that PALADIN uses as part of SMARTGov Community. Exago Inc. requires End-Users to agree to the provisions listed in the EULA.

4. <u>FEES and PAYMENT</u>

4.1 Fees.

(a) Subject to Section 4.1(b), Fees for use of SMARTGov Community are based on the number of add on modules and the number of End-Users licensed hereunder. CLIENT will pay the Fees set forth in the Sales Order. All Fees are payable in United States dollars and are exclusive of any and all taxes. If PALADIN is required to pay any federal, state or local taxes based on the services provided under this Agreement, the taxes shall be invoiced and paid by Client (excluding taxes based on PALADIN's gross receipts or net income).

(b) If PALADIN determines based on its electronic monitoring of CLIENT and End-Users under Section 2.1(b) that the actual number of End-Users exceeds the number licensed under this Agreement, then the parties agree that PALADIN reserves the right to amend the Sales Order for any successive Renewal Term to increase the number of End-Users, and the Fees, subject to Section 4.4 herein.

4.2 Expenses. Fees do not include travel, lodging or other expenses related to SMARTGov Community. CLIENT will reimburse PALADIN for all travel, lodging, communications, incidentals and other out-of-pocket expenses as they relate to the services rendered hereunder by PALADIN to CLIENT.

4.3 Payment. PALADIN shall invoice CLIENT, and CLIENT shall pay such invoice within thirty (30) days of invoice date and shall be deemed overdue if they remain unpaid thereafter. All overdue invoices are subject to an interest charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is lower. In addition to any other rights and remedies of PALADIN hereunder, if payment is past due, PALADIN may, in its sole discretion, elect to suspend SMARTGov Community and any other services provided by PALADIN to CLIENT under this Agreement or any other agreement between CLIENT and PALADIN. CLIENT shall make all payments of Fees or expenses in United States dollars and directed to:

Attention: Accounts Receivable
Paladin Data Systems Corporation
19362 Powder Hill Place NE
Poulsbo, WA 98370

<u>Electronic Remittance should be made to:</u>

Bank of America
Account # 485007023715
Account Name: Paladin Data Systems Corporation
ACH Routing Number # 323070380

Bank Address: 1000 6th Street, Bremerton, WA 98337

A contract or invoice reference number must accompany all payments.

4.4 Right to Modify Fees. PALADIN reserves the right to modify Fees for SMARTGov Community under this Agreement upon notice to CLIENT no less than sixty days prior to the Annual Subscription renewal and before such Fee modification is to take place.

5. RESPONSIBILITIES

5.1 CLIENT Responsibilities.

(a) CLIENT shall be solely responsible for the manner in which CLIENT and End-Users use SMARTGov Community, including the requirements for End-Users set forth in Section 11 below. CLIENT shall ensure that only authorized End-Users have access to any passwords provided by PALADIN for use in connection with SMARTGov Community and shall not disclose such passwords to any other individual. CLIENT acknowledges and agrees that it is solely responsible for strictly maintaining the confidentiality and integrity of such passwords and CLIENT shall indemnify and hold harmless PALADIN from and against any liability, damages or costs arising from CLIENT's failure to comply with this Section 5.1. CLIENT shall notify PALADIN immediately in writing if the security or integrity of a password has been compromised.

(b) CLIENT agrees to (i) cooperate and consult with PALADIN in the delivery of SMARTGov Community to CLIENT, and (ii) provide and maintain, in good and working order at all times, its own Internet access and all necessary Recommended Equipment, telecommunications equipment, software and other materials necessary for End-Users to access and use SMARTGov Community.

(c) CLIENT will have total responsibility for the quality of the CLIENT Data captured and stored in SMARTGov Community. PALADIN will not be held responsible for the quality of the CLIENT Data or any losses that may occur because of incorrectly managed CLIENT Data.

(d) CLIENT will not take any action that: (i) imposes or may impose, in PALADIN's sole discretion, an unreasonable or disproportionately large load on SMARTGov Community infrastructure; (ii) interferes or attempts to interfere with the proper working of SMARTGov Community or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of SMARTGov Community; or (iii) circumvents, disables, or interferes or attempts to circumvent, disable, or interfere with security-related features of SMARTGov Community or features that prevent or restrict use, access to, or copying of any data or enforce limitations on use of SMARTGov Community or data.

(e) CLIENT will not use SMARTGov Community to track, store, or otherwise process or memorialize any other governmental entity's data, with the sole exception of importing information pertaining to the Licensed Jurisdiction from any source available to the Licensed Jurisdiction, even if that source contains another governmental entity's data.

(f) CLIENT shall have sole responsibility for downloading and storing back-up files as long as PALADIN makes such back-up files available for download in accordance with Section 5.2(c) below.

(g) At least three (3) business days before the Start Date, Client shall provide to PALADIN the name and contact information of CLIENT's administrator, who will be responsible for issuing user names and passwords for End-Users and Named Users. CLIENT may change such administrator by providing written notice to PALADIN.

(h) CLIENT represents and warrants to PALADIN that it (i) has all requisite legal power and authority to execute this Agreement and to carry out and perform its obligations hereunder, and (ii) is and will remain in compliance with all applicable laws, regulations and rules of any government body or other competent authority relating to its business or performance under this Agreement.

5.2 PALADIN Responsibilities.

(a) Subject to the terms and conditions provided herein, PALADIN shall use commercially reasonable efforts to provide SMARTGov Community in material conformance with the Documentation. CLIENT shall promptly notify PALADIN in writing if SMARTGov Community fails to materially conform to the Documentation, and PALADIN's entire liability and CLIENT's exclusive remedy shall be for PALADIN to use commercially reasonable efforts to provide SMARTGov Community in material conformance with the Documentation.

(b) PALADIN shall issue a user name and password, and otherwise provide access to, SMARTGov Community for CLIENT's administrator by the Start Date, provided that CLIENT furnishes information in accordance with Section 5.1(g).

(c) Each month, by the Back-up Availability Date set forth on the Sales Order, PALADIN shall make available for CLIENT a back-up file of CLIENT's Data for CLIENT to download for a period of 72 hours, after which PALADIN shall delete such file.

(d) PALADIN represents and warrants to CLIENT that it (i) has all requisite legal power and authority to execute this Agreement and to carry out and perform its obligations hereunder, and (ii) is and will remain in compliance with all applicable laws, regulations and rules of any government body or other competent authority relating to its performance under this Agreement.

5.3 Scope. Services other than SMARTGov Community, such as training, implementation, consulting services and other professional services are outside the scope of this Agreement but may be provided pursuant to PALADIN's Professional Services Agreement if agreed upon in writing by the parties.

6. SUBSCRIPTION SERVICES

Subscription Services, standard upgrades, and scheduled maintenance shall be provided for SMARTGov Community as set forth at http://smartgov.paladindata.com/smartgov/support/overview.html, and shall be conditioned upon compliance with this Agreement, including payment of annual Fees. Subscription Services do not include, and PALADIN shall not be responsible or liable with respect to, any problems or issues arising from (i) unauthorized or improper use of SMARTGov Community; (ii) modification, alteration or configuration of SMARTGov Community by CLIENT or a Third Party that has not been authorized in writing by PALADIN, (iii) hardware, software, technology or intellectual property which has not been provided by PALADIN pursuant to this Agreement, (iv) telecommunications facilities; (v) any breach of this Agreement by CLIENT, or any act or omission of any End-User which, if performed or omitted by Client, would be a breach of this Agreement, and/or (vi) any act or omission of CLIENT or any End-User that prevents, delays, disturbs or interferes with PALADIN's performance of its obligations under this Agreement..

7. TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the Start Date and shall continue for the period specified in the Sales Order (the "**Initial Term**"), and shall be renewed for successive periods of equal duration (each a "**Renewal Term**") (the Initial Term and any Renewal Terms, collectively the "**Term**") unless either party provides sixty (60) days notice prior to the end of the Term of the party's election not to renew the Agreement. Either party may terminate this Agreement as set forth in Sections 7.2, 7.3 and 7.4 below.

7.2 Stop in Service by PALADIN. Upon one hundred and twenty (120) days written notice, PALADIN may terminate provision of SMARTGov Community as a PALADIN offering. CLIENT DATA will be exported and returned to the CLIENT via digital media at PALADIN expense. PALADIN shall return to CLIENT within thirty (30) days of the end of the Term, the prorated remainder of the Fee based on the period remaining in the Term.

7.3 Termination for Cause. Either party may terminate this Agreement by giving to the other party written notice of such termination upon any of the following events:

 Initials – Paladin DB Client________

(a) the other party's material breach of the Agreement, provided that the other party has not cured the breach within thirty (30) days after receipt of notice of the breach,

(b) the other party becomes subject to any bankruptcy or insolvency proceedings under federal or state statute,

(c) the other party becomes insolvent or becomes subject to direct control by a trustee, receiver or similar authority,

(d) the other party is liquidated, voluntarily or otherwise, or

(e) the other party terminates or suspends its business.

In addition, PALADIN may terminate this Agreement if the CLIENT fails to make any payment due hereunder within thirty (30) days after receiving written notice from PALADIN that such payment is delinquent.

7.4 Immediate Termination. Notwithstanding Section 7.3 above, PALADIN may immediately terminate this Agreement upon written notice to CLIENT if CLIENT violates the scope or any restriction on its license under Section 2 or its obligations hereunder with respect to Confidential Information of PALADIN.

7.5 Reinstatement. If CLIENT elects not to renew this Agreement but then later desires to reinstate SMARTGov Community, PALADIN may, at its sole discretion, reinstate CLIENT's SMARTGov Community if the CLIENT pays a reinstatement fee equal to 20% of the then-current year's Fee for SMARTGov Community plus the upcoming year's Fee for SMARTGov Community.

7.6 Effect of Termination.

(a) Upon termination for any reason, all licenses granted hereunder shall automatically terminate, and PALADIN may immediately disable and discontinue CLIENT's access to and use of SMARTGov Community without notice to CLIENT. Upon termination of this Agreement for any reason, CLIENT shall return to PALADIN all Documentation and all information and materials that it has acquired pertaining to SMARTGov Community and any other Confidential Information of PALADIN.

(b) If the CLIENT decides to terminate their access to SMARTGov Community prior to the end of the then-current Term, PALADIN will retain the balance of Fees paid for such Term.

(c) Within ten (10) business days of the termination date, PALADIN will export all CLIENT Data then-stored in SMARTGov Community and ship the information to the CLIENT in a digital format. The cost of exporting and shipping the data to the CLIENT will be paid by the CLIENT, unless otherwise provided, and may be invoiced by PALADIN upon shipment.

7.7 Survival. All rights to payment and the provisions of Sections 3, 4, 5.1(a), 5.1(c), 7.6, and 8 through and including 13 of this Agreement (together with any other provisions that by their sense or context are intended to survive termination) shall survive any expiration or termination of this Agreement.

8. DISCLAIMER OF WARRANTIES

8.1 PALADIN's SMARTGov Community may be temporarily unavailable from time to time due to required maintenance, telecommunications interruptions, or other disruptions. PALADIN may also make improvements and/or changes in SMARTGov Community at any time without notice. PALADIN will not be responsible for any damages that CLIENT may suffer arising out of use, or inability to use, SMARTGov Community. PALADIN will not be liable for unauthorized access to or alteration, theft or destruction of CLIENT's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. It is hereby acknowledged that it is CLIENT's responsibility to validate for correctness all output and reports and to protect CLIENT Data and programs from loss by routinely executing backup procedures as described in 5.2(c). CLIENT hereby waives any damages occasioned by lost or corrupt data, incorrect reports or incorrect data files resulting from a programming error, operator error, equipment or software malfunction, or from the use of third-party software.

Initials – Paladin DB Client__________

8.2 EXCEPT AS EXPRESSLY STATED HEREIN, SMARTGOV COMMUNITY ACTUAL PROPERTY MATERIALS, INFORMATION AND OTHER ITEMS OR SERVICES PROVIDED BY PALADIN UNDER THIS AGREEMENT ARE PROVIDED TO CLIENT AND END-USERS ON AN "AS IS" "WHERE IS" BASIS WITH NO WARRANTIES OF ANY KIND. PALADIN AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NONINFRINGEMENT AND MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PALADIN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR WITHOUT DELAY AND SHALL NOT BE LIABLE FOR ANY LOSS OF DATA.

9. LIMITATION OF LIABILITY

9.1 LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF PALADIN FOR DAMAGES ARISING OUT OF SMARTGov COMMUNITY AND SUPPORT SERVICES OR OTHERWISE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, TORTIOUS CONDUCT OR ERRORS, OR OTHER DEFECTS, REPRESENTATIONS, USE OF SERVICES OR ARISING OUT OF THE FAILURE TO FURNISH OR INABILITY TO USE SERVICES, WHETHER CAUSED BY ACTS OF COMMISSION OR OMISSION, SHALL BE LIMITED TO THE AMOUNTS PAID BY CLIENT HEREUNDER FOR THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

9.2 EXCLUSION. EXCEPT WITH RESPECT TO THE DAMAGES ARISING FROM A PARTY'S BREACH OF THE LICENSE AND/OR LICENSE RESTRICTIONS, OR CONFIDENTIALITY OBLIGATIONS OR INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR SURPLUSES OR LOST REVENUES, BUSINESS INTERRUPTION AND LOSS OF BUSINESS INFORMATION), WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

10. END-USERS

CLIENT acknowledges and agrees that each End-User shall use SMARTGov Community in accordance with the terms and conditions set forth in the EULA.

11. CONFIDENTIAL INFORMATION

11.1 Disclosure and Use. The Confidential Information disclosed by either party (the "**Disclosing Party**") to the other (the "**Receiving Party**") constitutes the confidential and proprietary information of the Disclosing Party, and the Receiving Party agrees to maintain the confidentiality of the other's Confidential Information. The Receiving Party will treat all Confidential Information of the other in the same manner as it treats its own similar confidential or proprietary information, but in no case will the degree of care be less than reasonable care. The Receiving Party shall use Confidential Information of the Disclosing Party only in performing under this Agreement and shall retain the Confidential Information in confidence and not disclose Confidential Information to any Third Party (except as authorized under this Agreement) without the Disclosing Party's express written consent. The Receiving Party shall disclose the Disclosing Party's Confidential Information only to those employees and contractors of the Receiving Party who have a need to know such information for the purposes of this Agreement, and such employees and contractors must be bound by this Agreement or have entered into agreements with the Receiving Party containing confidentiality provisions covering the Confidential Information with terms and conditions at least as restrictive as those set forth herein. CLIENT agrees to promptly report to PALADIN any unauthorized use or disclosure of PALADIN's SMARTGov Community or its Confidential Information.

11.2 Acknowledgement of Confidentiality. Both parties agree that SMARTGov Community, Documentation, and the Fees set forth herein are Confidential Information of PALADIN. Both parties agree that the CLIENT Data is Confidential Information of CLIENT. Any other specific information that is claimed by CLIENT to be confidential must be clearly identified as such by CLIENT, and PALADIN will maintain the confidentiality of all such information marked confidential or proprietary as provided herein.

11.3 Exceptions. Notwithstanding the foregoing, each party's confidentiality obligations hereunder shall not apply to information which:

(a) is already known to the Receiving Party prior to disclosure by the Disclosing Party without restriction as to use or disclosure;

(b) becomes publicly available without fault of the Receiving Party;

(c) is rightfully obtained by the Receiving Party from a Third Party without restriction as to use or disclosure, or is approved for release by written authorization of the Disclosing Party; or

(d) is developed independently by the Receiving Party without use of or access to the Disclosing Party's Confidential Information.

11.4 If the Receiving Party is required to disclose any Confidential Information of the other by law, regulation or governmental authority, the Receiving Party will provide reasonable notice to Disclosing Party of such required disclosure and reasonably cooperate with the Disclosing Party in preventing or limiting such disclosure, or obtaining an appropriate protective order or other remedy. If a protective order or other remedy is not obtained, then the Receiving Party may disclose such Confidential Information as necessary for compliance with the applicable law, regulation or governmental authority. Notwithstanding such disclosure, such information shall remain Confidential Information and subject to the requirements of this Section 11.

11.5 Remedies. CLIENT acknowledges and agrees that any breach or threatened breach of this Section 11 or the license and restrictions set forth in Section 2 may cause PALADIN irreparable harm for which monetary damages will be inadequate compensation. Accordingly, PALADIN shall be entitled, in addition to any other remedies available at law or in equity, to immediate injunctive relief without requiring a cure period and without the necessity of posting a bond. Nothing stated herein shall be construed to limit any other remedies available to the parties.

11.6 In the event PALADIN receives a request to disclose or produce CLIENT-related confidential information, proprietary information, data or records under PALADIN's control or custody, whether or not said data or records are deemed public record under state or federal law, PALADIN will immediately notify CLIENT of such request and if legally permitted or request is not listed in 11.4, CLIENT will become responsible for responding to such request for CLIENT-related information. CLIENT will be responsible for responding within requested timeframe.

12. GENERAL TERMS

12.1 Force Majeure. Except with respect to payment obligations, neither party shall be liable for any failure of performance or equipment due to causes beyond such party's reasonable control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

12.2 Basis of Bargain. PALADIN and CLIENT acknowledge that PALADIN has set its Fees and entered into this Agreement in reliance upon the disclaimers of warranties and limitations of liability and damages as set forth in this Agreement, and that such provisions form an essential basis of the bargain between the parties and do not cause this Agreement, or the remedies available hereunder, to fail of its or their essential purpose.

12.3 Assignment; Binding Effect. This Agreement may not be transferred or assigned by either party without the express written consent of the other, which will not be unreasonably withheld or delayed, except that PALADIN may, without the consent of CLIENT, assign this Agreement in its entirety to a parent, subsidiary or affiliate of PALADIN, or an acquirer of more than fifty percent (50%) of PALADIN's

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outstanding voting capital stock or to a purchaser of all or substantially all of PALADIN's assets. Any purported transfer or assignment in contravention of this Section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

12.4 Notices. Any notice hereunder shall be deemed properly given when delivered, if delivered in person, or sent via facsimile (with confirmation of receipt), overnight courier, certified or registered mail (postage prepaid) to CLIENT at the address listed on the first page of this Agreement or to PALADIN at: Paladin Data Systems Corporation, 19362 Powder Hill Pl NE, Poulsbo, WA 98370, Fax # (360)-779-2600. Attention Chief Operations Officer. Each party must notify the other party of any changes to its address in accordance with this Section.

12.5 Governing Law. This Agreement shall be governed and construed in accordance with applicable federal law and the laws of the State of Washington, without regard to conflicts of laws principles. The parties agree to the exclusive jurisdiction and venue of the Washington State courts serving Kitsap County Washington, and United States federal courts serving Poulsbo, Washington. CLIENT hereby waives all defenses of lack of personal jurisdiction and forum non conveniens.

12.6 Amendment; No Waiver. Except as otherwise expressly provided herein, this Agreement may not be amended or modified and the observance of any provision of this Agreement may not be waived (either generally or any particular instance and either retroactively or prospectively) except with the written consent of the parties. No failure by either party to enforce any rights hereunder shall constitute a waiver of such right then or in the future or any other right or remedy hereunder.

12.7 Headings. Headings and captions are for convenience only and are not to be used in the interpretation of the Agreement.

12.8 Prevailing Party. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorney's fees and costs in connection with such action.

12.9 Independent Contractors. The relationship of PALADIN and CLIENT established by this Agreement is that of independent contractors and nothing in this Agreement shall be construed (i) to give either party the power to direct or control the day to day activities of the other or (ii) to constitute the parties as partners, franchisees, joint venture's, co-owners or otherwise as participants in a joint or common undertaking. Further, nothing in this Agreement shall prevent PALADIN from licensing or providing SMARTGov Community or similar services to any Third Party or from engaging in any development of software or products similar in any manner to SMARTGov Community provided hereunder.

12.10 Equitable Relief. The parties agree that a material breach of this Agreement adversely affecting PALADIN's proprietary rights in SMARTGov Community, including any breach or threatened breach of the license rights or restrictions set forth in Section 2 or the confidentiality obligations hereunder, would cause irreparable injury to PALADIN for which monetary damages would not be an adequate remedy and that PALADIN shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law.

12.11 Export Compliance. CLIENT shall comply with all applicable United States and foreign laws, regulations, regulations, rules and requirements relating to license, delivery, import, export or re-export of technology or content abroad, including without limitation, the requirements under the U.S. Export Administration Act, regulations of the Bureau of Industry and Security or its successor, executive orders, and other export controls of the United States.

12.12 Invoices. The terms, provisions or conditions of any purchase order or other business form or written authorization used by CLIENT will have no effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of PALADIN to object to those terms, provisions or conditions.

12.13 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to

 Initials – Paladin DB_______ Client__________ the maximum extent permissible so as to affect the economic intent of the parties, and the remainder of this Agreement will continue in full force and effect.

12.14 Counterparts. This Agreement may be executed in any number of English language counterparts or duplicate originals, and each such counterpart or duplicate original shall constitute an original instrument, but all such separate counterparts or duplicate originals shall constitute one and the same instrument.

12.15 Entire Agreement. This Agreement constitutes the entire Agreement of the parties concerning its subject matter and supersedes any and all prior or contemporaneous, written or oral negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement.

Initials – Paladin DS Client__________

Statement of Work

PALADIN data
crafting technology to business

Paladin Data Systems Corporation
19362 Powder Hill Place NE
Poulsbo, WA 98370-8720
Tel: 360-779-2400 1-800-532-8448

Date: 18-MAY-2012
Quotation: 23114

To : Montpelier, City of, VT
City Hall, 39 Main Street
Montpelier, VT 05602

Contact: Bill Fraser

Telephone : 802-223-9506
Fax : 802-223-9524
Estimated By : Genevieve Olivarez-C
Required date : 06/18/0201

Work to Be Performed

Configuration and Training Labor for SMARTGov Community™ Software as a Service, estimated 100 hours at $160 per hour

Travel and Expenses (actual travel and expenses will be charged, along with GSA Per Diem), estimated one week at $2,600

The dollar amount listed below is an estimate. Actual costs will be billed to Client.

Description	Hours / Qty	Cost	Extended Price
Configuration and Training	100	160.00	$16,000.00
Travel and Expenses	1	2,600.00	$2,600.00
		Total estimated cost:	$18,600.00

Please sign on the acceptance line below to authorize work.

Thank you.

This "Statement of Work" (SOW) is a cost estimate based on time and materials work.
This SOW is valid for 30 calendar days from the issue date.
The Paladin "Professional Services Agreement" (PSA) is incorporated as part of this statement of work.
Billing occurs monthly. Terms are Net 15. Late payments are subject to a 1.5% finance charge.

Accepted and Signed (Client) Date

Print Name & Title

Daniel A Burton 6/12/12
Accepted and Signed (Paladin) Date

DANIEL A BURTON COO
Print Name & Title

My company ______ Does, ______ Does Not - Require an authorizing document for billing such as a Purchase Order or Contract. If yes, the document number for this Statement Of Work is________________

Customer Initial _________

Professional Services Agreement between Paladin Data Systems Corporation and Montpelier, City of, VT

1. Services
Paladin Data Systems Corporation will provide to Client the Service specified on a standard Paladin Work Order, Paladin Proposal or Client Purchase Order, under the terms of this Agreement. Each Work Order, Proposal or Purchase Order shall specify the Services and applicable fees, and will be governed by the terms of this Agreement. To the extent that the terms and conditions of any Paladin Work Order, Proposal (or any customer purchase order) entered into between the parties conflict with or are inconsistent with the terms and conditions of the Agreement, the terms and conditions of this Agreement shall control.

2. Fees for Services and Termination
Unless otherwise specified in the applicable Work Order, Proposal or Purchase Order, Services shall be provided to Client on a time and material basis ("T & M"). Rates must be specified on the attached Rate Structure or on a standard Work Order or Proposal. If a dollar limit is stated in the applicable Work Order, Proposal or Purchase Order, the limit shall be deemed an estimate for Client's budgeting and Paladin's resource scheduling purposes; after the limit is expended, Paladin will continue to provide the Services on a T & M basis if a Work Order, Proposal or Purchase Order for continuation of the Services is signed by the parties. Unless otherwise stated in a Work Order or Proposal, any T & M Work Order or Proposal may be terminated by providing to Paladin 14 days written notice of such termination.

3. Incidental Expenses
Unless otherwise stated in the Work Order, Client shall reimburse Paladin for reasonable travel, communications, and out-of-pocket expenses incurred in conjunction with the services.

4. Invoicing and Payment
Paladin shall invoice Client monthly, unless otherwise expressly specified in a Work Order or Purchase Order. Charges shall be payable within 15 days of invoice date and shall be deemed overdue if they remain unpaid thereafter. All overdue invoices are subject to an interest charge of 1.5% per month.

5. Taxes
The charges do not include taxes. If Paladin is required to pay any federal, state, or local taxes based on the Services provided under this Agreement, the taxes shall be billed and paid by Client; this shall not apply to taxes based on Paladin income.

6. Term
This agreement shall commence on its Effective Date. Either party may terminate this Agreement at any time by providing the other party with at least 14 days written notice. Any Work Order outstanding at the time of termination shall continue to be covered by this Agreement as if it had not been terminated.

7. Warranty
Paladin warrants that the Services will be performed consistent with generally accepted industry standards.

8. Limitations on Warranty
CLIENT MUST REPORT ANY DEFICIENCIES IN THE SERVICES TO PALADIN IN WRITING WITHIN THIRTY (30) DAYS OF COMPLETION OF THE SERVICES IN ORDER TO RECEIVE WARRANTY REMEDIES. THE WARRANTY HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS SET FORTH IN PARAGRAPH 9 OF THIS AGREEMENT.

9. Exclusive Remedy
For any breach of the above warranty, Client's exclusive remedy, and Paladin's entire liability, shall be the reperformance of the Services. If Paladin is unable to reperform the Services as warranted, Client shall be entitled to recover the fees paid to Paladin for the deficient services. IN NO EVENT SHALL PALADIN BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM ANY SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOST PROFITS OR OTHER ECONOMIC DAMAGES.

10. Relationship between the Parties
Paladin is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each party will maintain appropriate worker's compensation for its employees, as well as employment related taxes. Each party will maintain appropriate worker's compensation for its employees as well as general liability insurance.

11. Authority to Enter Into Agreement
Each party to this Agreement has the authority to enter into and form this Agreement. The individuals signing the Agreement have the authority to act as agents of their respective organizations. Each party acknowledges that they have read this Agreement and will abide by it.

12. Force Majeure
Neither party will be considered to be in default of this Agreement as a result of events beyond their reasonable control. For purposes of this Agreement, such acts shall include, but are not limited to, acts of God, catastrophe, or other "force majeure" events beyond the parties' reasonable control.

13. Assignment of Contract
The Client may not assign the Agreement or its responsibility for payments to any organization, without written approval by Paladin. Paladin may not assign its responsibilities for performance under the Agreement to any organization without written approval of the Client.

14. Hold Harmless Indemnity
Client asserts it possesses all the rights and interests in the licensed software necessary to enter into this agreement, and shall indemnify and hold Paladin, its agents and employees harmless from any loss, damage or liability for infringement of any United States patent right or copyright with respect to the use of the licensed software; provided that Client is notified in writing within ten calendar days of suit or claim against Paladin, that Paladin permits Client to defend, compromise or settle said claim of infringement and give Client all available information, assistance and authority to enable Client to do so, provided Paladin fully observes all the terms and conditions of this Agreement.

15. Confidentiality and Non-Disclosure
Except as legally required, the parties agree that neither party shall directly or indirectly disclose or use any Confidential Information without prior written permission from the other party. In the event Paladin receives a request to disclose or produce Client-related confidential information, proprietary information, data, or records under Paladin's control or custody, whether or not said data or records are deemed public record under state or federal law, Paladin will immediately notify Client of such request and if legally permitted or request is not listed in 11.4 of the Subscription Agreement, Client will become responsible for responding to such request for Client-related information. Client will be responsible for responding within requested timeframe.

"Confidential Information" means any type of confidential or proprietary information or material disclosed to or known by the recipient of such information ("Recipient") as a consequence of or through its relationship with the party disclosing such information, and consisting of information conceived, originated, discovered, or developed in whole or in part by Recipient, which is not part of the public domain or otherwise generally available to the Recipient from independent sources, including but not limited to information which relates to research, development, trade secrets, know-how, inventions, technical data, hardware, software, source codes, object codes, manufacture, purchasing, accounting, engineering, marketing, merchandising and selling, business labs or strategies, and information entrusted by third parties to the party disclosing such information.

16. Nonsolicitation of Employees
During the period that this Agreement is in effect and for a period of six (6) months after termination or expiration thereof, each party agrees not to solicit for employment any technical or professional employees of the other party assigned to work on the Project without the prior written approval of the other party.

17. Insurance and Risk of Loss
The Client bears all responsibility for damages to their equipment and facilities.

18. Possession of Software, Software Enhancements and Documentation
Paladin shall be entitled to exclusive possession of all software, enhancements to Client's software, documentation relating to such software and enhancements and other intellectual property developed pursuant to this Agreement until all funds due from client are paid in full. Paladin's exclusive right to possession shall continue until full payment is received regardless of ownership rights in the software. Client expressly agrees to Paladin's possessory lien on all software, software enhancements, documentation, and intellectual property developed by Paladin.

19. Survival of Rights
The rights and responsibilities of sections 14, 15 and 16 shall survive the termination of this Agreement.

20. Severability
All provisions of this Agreement are severable and no provision hereof shall be affected by the invalidity of any other such provision.

21. Governing Law; Attorney's Fees; Venue
This Agreement shall be governed by and construed in accordance with the laws of the state of Washington. In the event of a dispute over this Agreement, the prevailing party shall recover its reasonable attorneys' fees and costs from the breaching party. Venue shall be in Kitsap County, Washington.

22. Entire Agreement
This agreement constitutes the complete agreement between the parties and supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. Neither this Agreement nor a Work Order or Purchase Order may be modified or amended except in writing signed by a duly authorized representative of each party: no other act, document, usage, or custom shall be deemed to amend or modify this Agreement, a Work Order, or Purchase Order. It is expressly agreed that any terms and conditions of Client's purchase order shall be superseded by the terms and conditions of this Agreement and the applicable Work Order.

City of Montpelier
Tax Anticipation Note
Bid Results

June 13, 2012

Present: Sandra Gallup, Finance Director
Charlotte L. Hoyt, City Treasurer

<u>Community National</u>
Tax Anticipation Loan Rate 2.22%
Money Market Rate 2.85% (2.88% effective rate)

Line of Credit 1.30%

<u>TD Bank</u>
Tax Anticipation Rate $1.10%

<u>Northfield Savings</u>
Tax Anticipation Rate 2.80% (2.25% without Investment Rate)
Investment Rate 3.4%

<u>Merchants</u>
Tax Anticipation/Line of Credit 1.33%

<u>People's United</u>
Tax Anticipation Rate 1.70%
Line of Credit Rate 1.85%
Investment Rate 1.82% (actual rate of 1.8%)

<u>Mascoma Savings</u>
Line of Credit Rate 1.9825%

No. 11072695-50

CITY OF MONTPELIER
CITY HALL, 39 MAIN STREET
MONTPELIER, VT 05602

TAX ANTICIPATION NOTE

$2,500,000.00 **July 2, 2012**

FOR VALUE RECEIVED, the City of Montpelier, promises to pay Community National Bank with its main office at the Town of Derby, County of Orleans and State of Vermont, or any Community National Bank branch office, the sum of

Two Million Five Hundred Thousand dollars and No/100
($2,500,000.00)

plus interest from July 2, 2012, at a fixed rate 2.22% percent, per annum, until June 28, 2013. The annual interest rate on this note is computed on a 365/365 basis, meaning that the ratio of the annual interest rate over a year of 365 days is multiplied by the actual number of days the principal balance is outstanding.

This note is issued in anticipation of the receipt of taxes levied, assessed and collected for the fiscal period commencing July 1, 2012. Execution and delivery of this note is authorized by affirmative vote and resolution duly adopted by the Trustees of the City of Montpelier at a meeting thereof duly noticed, called and held on June 27, 2012. It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the issuance of this note have happened, and have been performed in regular and due form as required by law, and that the full faith and credit of the City of Montpelier are hereby irrevocably pledged for the payment of this note.

ATTEST

City of Montpelier
By:

____
Clerk

____
____
____
____
____
____
____

Montpelier City Council or a
Majority Thereof
And by: __________________
It's Treasurer

CITY OF MONTPELIER
CITY HALL, 39 MAIN STREET
MONTPELIER, VT 05602

RESOLUTION

TAX ANTICIPATION NOTE

On the 27 day of June, 2012 at a duly warned meeting of the Montpelier City Council of the City of Montpelier in the County of Washington, and State of Vermont the following action was taken:

Upon Motion duly made and seconded, it was approved that the City of Montpelier borrow an amount not exceeding $2,500,000.00 from Community National Bank, with its main office at the Town of Derby, County of Orleans and State of Vermont. It was further resolved that said borrowing shall be for the purpose of funding approved budget expenditures in anticipation of the receipt of taxes to be levied, assessed and collected for the fiscal period commencing July 1, 2012. The amount borrowed does not exceed 90% of taxes assessed for said fiscal period.

It was further resolved that the Treasurer and at least a majority of the legislative body of the City of Montpelier shall have the authority to act on behalf of the City of Montpelier in executing any notes of other documents as may be required to consummate the loan transaction contemplated by this resolution. It was further resolved that the City of Montpelier shall be bound by the terms and conditions of such Notes or other documents.

Dated this 2nd day of July , 2012.

ATTEST: By: ______________________________
Clerk

CITY OF MONTPELIER
CITY HALL, 39 MAIN STREET
MONTPELIER, VT 05602

NON-ARBITRAGE AND USE OF PROCEEDS CERTIFICATE

TAX ANTICIPATION BORROWING

We, the Treasurer and at least a majority of the Montpelier City Council of the City of Montpelier, Vermont (the "Issuer"), hereby certify and represent as follows with respect to the \$2,500,000.00 Tax/Revenue Anticipation Note Number 11072695-50 of the Issuer (the "Note"), which Note is dated July 2, 2012, and is payable as therein set forth:

1. The Issuer is issuing and delivering the Note simultaneously with the delivery of this Certificate.

2. We are the Officers of the Issuer charged by law with the responsibility for issuing the Note.

3. The Note is being issued in anticipation of the collection and receipt of taxes to be levied and assessed during the fiscal period and/or to pay current expenses of the Issuer as the same accrue.

4. The entire amount borrowed by the issuance of the Note in anticipation of the receipt of taxes, together with all of such, if any, amounts previously raised or borrowed for the same purpose, does not exceed ninety percent (90%) of taxes levied and assessed by or on behalf of the Issuer for the purpose of funding approved budget expenditures of the issuer for the fiscal period set out in Section (3). The amount borrowed by the issuance of the Note to pay current expenses does not exceed anticipated legitimate governmental expenditures for which the Issuer is responsible. All of the proceeds of the Note are expected to be needed and expended for such approved expenses of the Issuer within twelve (12) months from the date of the Note.

5. Payment of the expenses financed by the Note is expected to proceed hereafter with due diligence and in accordance with the schedule of expenditures set forth on the attached Cash Flow Certificate dated June 10, 2012.

6. Any real and personal property, acquisition of which has been financed by the Note, has not been and is not expected during the life of the Note to be sold or otherwise disposed of for consideration.

7. It is expected that any earnings or net profit derived from investment or deposit of the proceeds of the Note, including transferred proceeds, any accrued interest received upon sale of the Note, and any premium received on the delivery thereof, will by expended for governmental purposes within the period stated in paragraph (4) above.

8. The Issuer has not created and does not expect to create or establish any debt service funds, bond payment reserve sinking fund, or other similar fund pledged to the payment of the Note or from which it is expected that payment of the Note would be made.

9. To the best of our knowledge, information and belief, the above expectations are reasonable.

10. The Issuer has not been notified of any action by the Commissioner of Internal Revenue to disqualify it as an issuer whose arbitrage certificates may be relied upon.

11. No part of the proceeds derived from the issuance and sale of the Note, nor the expenditures financed by the proceeds of the Note, shall be:

    A. Used, loaned or otherwise made available to any person or other entity, other than the Issuer or a governmental body, so as to cause the Note to be classified as "private activity bonds", as that term is defined under Section 141 of the Internal Revenue Code of 1986;

    B. Used directly or indirectly in a trade or business by any person other than the Issuer or another governmental entity;

    C. Loaned to any person directly or indirectly other than the Issuer;

    D. The subject of any contract, lease or agreement of any sort having a term of one year or more and calling for the payment by the Issuer of consideration other than a flat fee;

    E. Expended to finance the construction, alteration or renovation of any improvement the use, occupancy, availability or beneficial enjoyment of which shall be restricted among public users thereof or for which preferential, different or unique fees, rates, assessments or charges shall be levied;

    F. Invested in such a manner or for such a period or at a yield to result in the rebate of interest earnings thereon to the United States under any public law now or hereafter in effect.

12. The Issuer shall create and maintain records and books of account with respect to the Note and the expenditures financed by the proceeds thereof.

13. The Issuer shall furnish to the United States, or any agency, department or instrumentality thereof, in a timely fashion, such information as may be required by law with respect to all evidences of debt now or hereafter issued by the Issuer.

14. Neither the proceeds of the Note, nor the earnings derived from the investment thereof, shall be expended for the purpose of paying any costs associated with the issuance of the Note(s).

15. The Note will not be refunded or otherwise paid, defeased or secured by the proceeds of any form of debt issued by the Issuer, unless the manner of such payment, refunding or security

ensures that interest paid on the Note continues to be excludable from the gross income of the recipient thereof for federal and state income tax purposes.

16. The proceeds of the Note shall not be invested for a period or at a yield so as to render the interest payable on the Note includable in the gross income of the holder(s) thereof.

17. The proceeds of the Note will not be used in a manner that will cause the Note to be arbitrage bonds or private activity bonds within the meaning of Sections 103©, and 141 and 148(a) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated there under.

18. The aggregate principal amount of the Note is not greater than the maximum anticipated cumulative cash flow deficit which has been computed in accordance with the Regulations identified in paragraph (17) hereof, which computation is shown on the accompanying Cash Flow Certificate dated June 10, 2012.

19. This Certificate is executed and is being delivered pursuant to Treasury Regulations Section 1.148-2(b)(2)(i).

20. The Issuer hereby designates the Note as a "qualified tax exempt obligation" under Section 265(b) of the Internal Revenue Code of 1986, as amended.

Dated: July 2, 2012

City of Montpelier
By:

____
____
____
____
____
____
____

Montpelier City Council or a
Majority Thereof

____
Treasurer

CITY of MONTPELIER
DEPARTMENT of PUBLIC WORKS

M E M O R A N D U M

TO: **William J. Fraser, ICMA-CM, City Manager**

FROM: **Todd C. Law, PE, Director** TL

DATE: **June 21, 2012**

SUBJECT: **Trash & Recycling Barrels Maintenance Contract Award**

On June 1, 2012, we opened bids for Trash & Recycling Barrels Maintenance for the Department of Public Works. Bid documents were sent to three vendors. The only bid received was from Lloyd Franks of Plainfield, VT, our current vendor, with whom we have had an excellent working relationship since 1993.

Based on estimated quantities, the estimated price per year as bid for disposal of trash and recycling at the DPW Garage is $13,174.70, and for disposal at a landfill, $45,504.00. The amount budgeted for this item in FY 2013 is $10,000. I am suggesting cutting back on a number of barrels with input from Montpelier Alive and adjusting the corrections department sweeping budgeted amount to actual costs to accommodate the additional monies necessary to cover the estimate.

Attached is the bid tabulation. I request that you seek Council authorization on the next available Consent Agenda to sign the contract with Lloyd Franks, suggested wording as follows:

> *To accept the bid submitted by Lloyd Franks of Plainfield, Vermont, for Maintenance of Trash & Recycling Barrels for the Public Works Department, in the estimated annual amount of $13,174.70, with the condition that all material collected be disposed of at the Public Works Garage, and to authorize the City Manager execute the contract documents.*

If you have any questions, please do not hesitate to contact me.

attachment
c: Brian Tuttle, Street Supervisor

CITY OF MONTPELIER, Vermont
Department of Public Works

Maintenance of Trash & Recycling Barrels
July 1, 2012-June 30, 2013

Bid Opening: June 1, 2012

Appropriation #105100.56.00.5
Budget: $11,000

		Lloyd Franks, Plainfield					
		Disposal @DPWG			Disposal @Landfill		
Item	**Description**	**Unit Price**	**total Price**	**Extended Price**	**Unit Price**	**total Price**	**Extended Price**
1	Dumping of Trash Barrels during Summer months, twice each week: Price per barrel (50+/- barrels x 52 pickups)	$ 3.65	$182.50	$9,490.00	$16.00	$800.00	$40,000.00
2	Dumping of Trash Barrels during Winter months, once each week: Price per barrel (19+/- barrels x 26 pickups)	$ 4.85	$92.15	$2,395.90	$12.00	$228.00	$312.00
3	Dumping of Recycling Barrels, summer only once each week: Price per barrel (12 barrels+/- x 26 pickups)	$ 3.65	$43.80	$1,138.80	$16.00	$192.00	$4,992.00
4	Dumping upon Special Request: Price per barrel (10+/-)	$15.00	$150.00	$150.00	$20.00	$200.00	$200.00
	TOTAL CONTRACT BID AMOUNT			**$13,174.70**			**$45,504.00**

Ok, [illegible]