CITY OF MONTPELIER MONTPELIER, VERMONT

Agenda for City Council Meeting
Wednesday, August 25, 2010
7:00 P.M.

1) 10-205 Call to Order by the Mayor

2) 10-206 General Business and Appearances

3) 10-207 Consideration of the Consent Agenda:

   a) Consideration of the Minutes from the August 11th Regular Meeting.

   b) Consideration of approval of payroll and bills.

   c) Consideration of the following permits with the City Council acting as the Liquor Control Commission. (None as of press time)

   d) Consideration of accepting the low bid of $18,692 (Base bid $17,167 + $1525 Premium care Warranty) submitted by Formula Ford of Montpelier, VT for the replacement of a three-quarter ton long bed pickup truck with plow for the Public Works Department.

      Recommendation: Discuss and authorize the city Manager to sign the necessary documents to purchase.

   e) Consideration of awarding a contract for the Turn Table Park Project located on Stone Cutters Way: Competitive sealed unit price bids for the Turn Table Park project were opened on August 13th. Four bids were received and reviewed:

      1. Lajeunesse Construction = $207,402.00

2. Engineers Construction = $249,297.20

3. J. Hutchins, Inc. = $252,705.50

4. Ross Environmental = $327,797.30 The project involves the historic restoration and re-utilization of the railroad turntable as a small park to include a walkway around and over the turn table structure. The project also consists of landscaping, lighting, development of on-street parking and a crosswalk connecting to the existing bike path. The low bid received is within the amount of budgeted funds available for the project drawing on a combination of Federal "Brownfields" and Downtown Transportation grants and a local share from the Capital Improvement Program (CIP) totaling $282,358.56 with approximately $223,471 available for construction.

   Recommendation: Based on the lowest bid received from Lageunesse Construction and their solid reputation, we recommend that they be awarded the contract in the amount of $207,402.00 based on estimated unit price quantities. We ask that the City Council also designate the City Manager as the duly authorized agent to execute the contract documents on behalf of the City of Montpelier.

4) 10-208 APPOINTMENTS TO MONTPELIER PLANNING COMMISSION Four, two year terms on the Montpelier Planning Commission will expire on August 25, 2010. City Council advertised the positions on August 2, and August 5, 2010 with the deadline for applying being August 19, 2010 at noon. As of the deadline, 5 applications for appointment were received. Jesse L. Moorman, David Borgendale, Alan Goldman and Missa Aloisi have asked to be reappointed. Richard Sheir has asked to be appointed. Opportunity for candidates present to address the City Council.

   Recommendation: Discussion and appointments.

5) 10-209 ADOPTION OF MONTPELIER CITY MASTER PLAN - 1st Public Hearing The public will be asked to make comments on the Master Plan submitted to City Council by the Planning Commission.

   Recommendation: Accept public comments, direction to staff.

6) 10-210 CONSIDERATION OF REQUEST FOR PUBLIC SAFETY

DESIGN FINANCING A committee composed of representatives from Barre, Barre Town, Berlin and Montpelier has been exploring three options for designing a service delivery system that could provide an affordable, integrated, efficient system of public safety services (fire, police, ambulance, dispatch) that protects public welfare and provides rapid responses with highly qualified personnel when emergency situations arise. Council is being asked to approve contributing $2,500 toward the estimated cost of $10,000, or no more than one-fourth of Public Safety Committee approved expenses up to a maximum amount of $2,500. This allocation would be payable to the Central Vermont Chamber of Commerce only upon presentation of Committee Approved invoices until such authorization is modified by further action of this Council. DISCUSSION RECOMMENDATION: Authorize the expenditure of up to a maximum of $2,500 toward the financing of the Public Safety System Design.

7) 10-211 REVIEW OF SCHEDULE FOR NOVEMBER 2, 2010 MINICIPAL ELECTION City Manager has met with the City Attorney and City Clerk to review the articles, timelines, etc., and has provided Council an outline. RECOMMENDATION: Discussion and direction to staff.

8) 10-212 Council Reports

9) 10-213 Mayor's Reports

10) 10-214 Report by the City Clerk-Treasurer

11) 10-215 Status Reports by the City Manager

11) 10-215 Status Reports by the City Manager

12) 10-216 Agenda Reports by the City Manager

VERMONT

State of Vermont
Department of Economic, Housing and Community Development
National Life Building – North [phone] 802-828-3211
One National Life Drive
Montpelier, VT 05620-0501

Agency of Commerce and Community Development

August 20, 2010

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

RE: City of Montpelier; 07110-0201/05IG(11)
Grant Agreement Offer

Dear Mr. Fraser:

Enclosed for your consideration is the Grant Agreement between the City of Montpelier and this Agency. Please review the offer carefully. **Prior to signing the Grant Agreement your Legislative Body is required to adopt a resolution, Form PM-1 (enclosed). This form states the acceptance and responsibility of the terms and conditions of the Grant Agreement, designates the person with the overall responsibility, and authority to execute all appropriate documents.** If it is satisfactory, please sign the cover page and return it along with the signed PM-1 form for processing by September 10, 2010. The Commissioner will then sign it and a fully executed copy will be uploaded to the Agreement Documents node online. If you would like to revise your grant agreement, please contact me with your comments.

Before a request for funds can be processed, all requirements and special conditions as stated in the Grant Agreement must be satisfied. It is important to understand that some special conditions may have already been met, and if you have any questions in this regard please contact me. We recommend that you review the requirements set out in the Grants Management Guide, paying particular attention to **the chapter on Award Conditions and Executing Your Grant Agreement**, and that you review your Grant Agreement carefully for requirements that may not be in the checklist.

If you have any questions regarding the Grant Agreement please contact me at 828-5215.

Sincerely,

Carl Bohlen

Carl Bohlen
Community Development Specialist

CB:cmb
Enclosures
cc: Garth Genge, CD Specialist

VERMONT COMMUNITY DEVELOPMENT PROGRAM
GRANT AGREEMENT
between the
STATE OF VERMONT
AGENCY OF COMMERCE AND COMMUNITY DEVELOPMENT
and the
CITY OF MONTPELIER

I. Grant Agreement.

This Grant Agreement (the "Agreement") is between the State of Vermont, Agency of Commerce and Community Development (the "Agency"), and the City of Montpelier, Vermont (the "Grantee") and shall be effective on the date signed by the Agency as indicated below. This Agreement consists of the provisions stated herein and the attachments itemized below, all of which are incorporated herein, and together constitute the entire agreement between the Agency and the Grantee with respect to the Vermont Community Development Program (the "VCDP") and no representations, inducements, promises or agreements not embodied herein shall be of any force or affect, unless the same are in writing in accordance with **Paragraph XXV** below.

Attachment A - SPECIAL CONDITIONS
Attachment B - DESCRIPTION OF ACTIVITIES AND BUDGET
Attachment C - PERFORMANCE INDICATORS
Attachment D - CERTIFICATIONS AND ASSURANCES
Attachment E - EXECUTIVE SUMMARY

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The signatures of the undersigned indicate that each has read this Agreement in its entirety and agrees to be bound by its provisions.

AGENCY

By:___________________________________

Tayt Brooks, Commissioner
Department of Economic, Housing and Community Development
for:
Kevin L. Dorn, Secretary
Agency of Commerce and Community Development

Date: _________________________________

GRANTEE

By:___________________________________

William Fraser, City Manager
City of Montpelier

Date: _________________________________

II. Authority and Governing Law.

(A) This Agreement is funded, in whole or in part, through a grant provided to the Agency by the United States Department of Housing and Urban Development (HUD) under Title I of the federal Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5301 *et seq.* (the "Federal Act"). Pursuant to the Federal Act, the State of Vermont has elected to administer the federal program of Community Development Block Grants through the Agency.

(B) The Agency, in accordance with the provisions of the Vermont Community Development Act, 10 V.S.A. chapter 29 (the "State Act"), has awarded VCDP funds for the purpose of supporting the Grantee's community development program.

(C) This Agreement shall be governed by all applicable provisions, as amended, contained in the Federal Act, the State Act, and the Grants Management Guide, including the Agency Procedures contained therein, whether specifically referred to in this Agreement or not.

III. Description of Activities.

The Grantee agrees to perform, or cause to be performed, the work specified in the DESCRIPTION OF ACTIVITIES AND BUDGET (Attachment B).

IV. Period of Performance.

The Term of this Agreement ("Period of Performance") shall commence on the date of execution by the Agency and terminate on the Completion Date set forth in Attachment A. All activities assisted with or required by this Agreement shall be completed by, and all non-general administration costs shall be obligated prior to, the Completion Date.

Notwithstanding the above, Grantee's obligations under Sections XVII (Monitoring and Reporting), XVIII (Audits), and XIX (Final Drawdown, Final Reports, and Completion Certificates) shall survive the termination of this Agreement.

Provisions governing the Agency's payment of project costs incurred prior to, during and after the Period of Performance are set out in Section VIII ("Program Costs") below.

V. Distribution of Grant Funds.

In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms and conditions of this Agreement, the Agency shall disburse to the Grantee an amount not to exceed the total sum in VCDP funds set forth in SPECIAL CONDITIONS (Attachment A), and identified therein as "Total Award." Such Funds shall be used by the Grantee in accordance with this Agreement. Further:

(A) The Grantee shall provide for and document the expenditure of any amount set forth in SPECIAL CONDITIONS (Attachment A), and identified therein as "Other Resources." Such funds shall be used in accordance with the activities as listed in the DESCRIPTION OF ACTIVITIES AND BUDGET (Attachment B).

(B) It is expressly understood and agreed that in no event will the total funds provided by the Agency exceed the Total Award. Any additional funds required to complete the activities set forth in this Agreement will be the responsibility of the Grantee.

(C) In the event VCDP funds are needed prior to their availability due to VCDP requirements or conditions, the Grantee and/or one of the project parties must seek bridge financing to meet any expenses that cannot be delayed. The expenditure of bridge financing must be in compliance with VCDP requirements, most notably the environmental review process.

(D) If the project's non-general administration budget comes in under budget, VCDP funds in an amount proportionate to the unused portion of the total budget (VCDP dollars and Other Resources dollars) shall be returned to the Agency. Such amounts may not be reallocated to other Activities, notwithstanding the provisions of Section XXV(A)(1) of this Agreement. Project overruns will be the obligations of the Grantee, as set forth at Section V(B).

(E) If the project's general administration budget comes in under budget, the unused portion shall be returned to the Agency. The expenditure of VCDP funds for General Administration must be maintained at the ratio currently set out in Attachment B of this Agreement, Project Budget.

(F) The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Agency may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues. In no event shall this Agreement be construed as a commitment by the Agency to fund future applications and/or programs.

VI. Indemnification.

The Grantee will act in an independent capacity and not as officers or employees of the State. The Grantee shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Grantee or of any agent of the Grantee. The State shall notify the Grantee in the event of any such claim or suit, and the Grantee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. After a final judgment or settlement the Grantee may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Grantee shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Grantee. The Grantee shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Grantee.

VII. Obligations of Grantee.

(A) Agreements to be in Writing. The activities required by this Agreement shall be performed by the Grantee or one or more subrecipients, such as a subgrantee or borrower, or one or more third parties such as a contractor or subcontractor, pursuant to one or more written contracts consistent with this Agreement. When the term "subrecipient" is used herein it shall mean a person or entity that receives a subgrant or loan from the Grantee hereunder to contribute to the achievement of the National Objective set out in Attachment B.

(B) Liability of Grantee. The Grantee shall remain fully liable and obligated for compliance with this Agreement with respect to each and every use of the VCDP funds subject to this Agreement, notwithstanding the subgranting, lending or contracting with any third party(s). The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the VCDP is carried out in accordance with this Agreement, shall provide a copy of this Agreement to any such third party, and shall, when appropriate, attach and incorporate by reference this Agreement to any governing contract with such third party.

(C) Public Communication. If the Grantee or Subrecipient issues a press release or public communication pertaining to the project assisted by this Agreement, this shall include a statement that the assisted project is funded by a VCDP grant, awarded by the Agency of Commerce and Community Development, and shall reference the amount shown on the DESCRIPTION OF ACTIVITIES AND BUDGET (Attachment B).

(D) Documentation. All documents required to be filed with the Agency by the provisions of SPECIAL CONDITIONS (Attachment A) shall become a part of this Agreement. The Grantee understands that the filing of documents with the Agency does not require that the Agency review and comment upon any such documents, nor does the Agency in any way assume such obligation by requiring the filing of such documents. It shall be the Grantee's sole responsibility to take appropriate steps through the negotiation, execution, and, when appropriate, the enforcement, of legally binding agreements to ensure that the obligations of this Agreement are met. Filing of such documents with the Agency or use of model documents provided by the Agency shall in no way diminish Grantee's obligations hereunder.

(1) Grantee shall have duly adopted municipal policies as set forth below, and shall file copies of such policies with the Agency at the times specified in SPECIAL CONDITIONS (Attachment A):

(a) **Equal Employment Opportunity**
(b) **Fair Housing**
(c) **Use of Excessive Force**
(d) **Use of VCDP Funds for Federal Lobbying**
(e) **Drug-Free Workplace**
(f) **Code of Ethics**
(g) **Subrecipient Oversight Monitoring Policy**

The Grantee may have previously adopted the above policies and filed copies of the same with the Agency. No duplicate filing shall be required if Grantee certifies such facts.

(2) The following forms shall be filed:

(a) Form PM-1 **Resolution to Accept the Grant Agreement**

(E) Public Hearing. The Grantee shall hold a public hearing prior to the Completion Date to afford its residents the opportunity to review and comment on the program results and overall performance. The hearing shall be publicly warned at least fifteen (15) days in advance, stating the purpose of the hearing, with the notice appearing in a newspaper of general circulation in the municipality. Written minutes and a summary of public comments shall be filed with the Agency with the Final Program report required under **Paragraph XVII**.

VIII. Program Costs.

(A) Allowable Costs. The Grantee may incur only such costs as are reasonable and necessary to the Grantee's Program and as are allocable and allowable under the Agency Procedures, Chapters 5 through 7. Expenditures not specifically authorized may not be incurred without prior written approval by the Agency.

(B) Cash-in Kind. Cash and cash-in-kind contributions made by the Grantee shall follow the criteria established by the Agency Procedures, Chapter 8.

(C) Impermissible Expenditures Pending Environmental Review. The Grantee shall not incur costs on VCDP activities, except as provided in Subparagraph (D) below, until the Environmental Review required by §104(f) of the Federal Act has been completed and the Agency has issued the "Notice of Release of Funds."

(D) Allowable Expenditures Pending Grant Agreement. As of the Award Date, reasonable costs may be incurred for Environmental Studies, Planning, General

Administration, Program Engineering and Design, Acquisition, and Public Information to the extent they are applicable to this VCDP. Any VCDP activities performed by the Grantee in the period between the Award Date and the execution of this Agreement shall be performed at the sole risk of the Grantee.

(E) General Administration Costs After Completion Date. VCDP funds may not be obligated after the Completion Date except for those General Administration activities required to prepare the Final Program Report, the Final Audit Report, and the Closeout Agreement.

(F) Program Costs at Completion. Program Cost obligations incurred prior to, and outstanding as of, the Completion Date shall paid be within thirty (30) days.

(G) Agency Review of Expenses. At any time during the Period of Performance under this Agreement, or upon receipt of the Final Program Report and the Final Audit Report, the Agency may review any or all costs incurred by the Grantee and any or all payments made. Upon such review the Agency shall disallow any items of expense which are determined to be in excess of approved expenditures and shall inform the Grantee of any such disallowance by written notice.

(H) Disallowance of Expenses. If the Agency disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Agency may deduct and/or withhold the amount of disallowed costs from any future payments under this Agreement or require that such costs be refunded to the Agency.

IX. Bank Accounts for VCDP Funds.

(A) Depository Accounts. Funds disbursed pursuant to **Paragraph XI** of this Agreement shall be deposited in a separate, non interest-bearing account, dedicated to VCDP funds, and held in the name of and under the ownership of the Grantee. Any interest earned on funds in the depository account shall be remitted to the State for subsequent return to the United States Treasury. Funds held in the depository account shall be under the control of the Grantee's treasurer, and shall be paid out only on orders drawn by officials authorized by law to draw such orders.

(B) Other Accounts.

(1) Accounts established in the name of the Grantee and into which Program Income or housing rehabilitation escrow funds are deposited shall conform to the requirements of subparagraph (A) of this Paragraph, except that such accounts may be interest bearing.

(2) The Grantee shall require that accounts involved with the activities covered by this Agreement which are established by Subrecipients or entities retained for the purposes of administration of this grant be secured as required in **Paragraph IX(C)** of this Agreement.

(3) The Grantee shall ensure that persons who are authorized to make deposits into or pay out funds from any of the accounts established under Subparagraph (B)(2) above, have fidelity coverage as required in **Paragraph IX(D)** of this Agreement.

(C) Depository Institutions. All accounts into which are deposited funds involved with the activities covered by this Agreement shall be held by a financial institution authorized to take deposits in the State of Vermont. All such funds shall be fully insured by the Federal Deposit Insurance Corporation (FDIC) or its equivalent. Any balance exceeding such coverage must be collaterally secured by U.S. Government obligations.

(D) Fidelity Bond Requirements. All individuals who are authorized to deposit receipts and/or pay out funds from any of the accounts covered by this Paragraph shall have fidelity bond coverage in an amount commensurate with the total losses which might be incurred.

X. Financial Management.

The Grantee shall establish and maintain a system which assures effective control over, and accountability for, all funds, property and other assets used and/or attained under the VCDP. Such system shall:

(A) Maintain separate accounting records and source documentation for the activities funded under this Agreement and provide accurate financial information in the Progress Reports and any other status reports in the form specified by the Agency;

(B) Provide for accurate, current and complete disclosure of the financial status of the Program and for the expenditure of any Other Resources listed in the DESCRIPTION OF ACTIVITIES AND BUDGET (Attachment B);

(C) Establish records of budgets, receipts, and expenditures for each activity and demonstrate the sequence and status of receipts, obligations, disbursements, and fund balance;

(D) Is consistent with generally accepted accounting principles; and, supports the program and/or single audit(s) requirements set forth in Agency Procedures, Chapter 21.

(E) Adopt a subrecipient oversight monitoring policy that certifies the Grantee shall be responsible for oversight monitoring of grant funds that are disbursed to a sub-recipient, to ensure the funds are properly managed (See Agency Procedures, Chapter 19)

XI. Requisition of VCDP Funds.

(A) VCDP funds, in the form of advances and/or reimbursements, may be requisitioned from the Agency. The Grantee shall establish procedures to insure that any amounts of VCDP funds in excess of $5,000 shall be expended within ten (10) calendar days of receipt in the depository account established in accordance with Paragraph IX(A), and shall ensure that any subrecipient shall conform to such procedures.

(B) The Grantee shall not requisition VCDP funds for amounts that are withheld from contractors or subcontractors to assure satisfactory completion of the work. These amounts may be requisitioned when the Grantee makes final payment, including the amounts withheld.

(C) The Secretary may suspend the requisition of advances and require the Grantee to advance funds, should it be determined that the Grantee is unwilling or unable to establish and comply with procedures to minimize the time period between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

(D) The Grantee shall expend VCDP funds on a pro rata basis with Other Resources, unless otherwise authorized by the Agency.

XII. Procurement Procedures.

(A) The Grantee may use established procurement procedures which reflect applicable State and local laws and regulations, provided that these procedures meet the requirements of the standards set forth in the Agency Procedures, Chapter 10. This Agreement and the Agency Procedures shall in no way be construed to relieve the Grantee of contractual obligations outside of this Agreement.

(B) The Grantee shall be responsible, in accordance with good administrative practices and sound business judgment, for the settlement of any contractual or other issues arising out of procurement obligations set forth herein.

(C) The Grantee and any subrecipient (subgrantee/borrower) shall ensure that each third party recipient (contractor, subcontractor, architect, engineer, etc.) of the funds provided under this *Agreement* is not included on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs (www.epls.gov) in accordance with Executive Orders 12549 and 12689.

XIII. Bonding Requirements.

(A) For construction or facility improvement where the contract is for less than $100,000, the Grantee may follow established procedures. In the event Grantee has no established procedures in place, the requirements of subparagraph (B) hereof shall be met.

(B) For contracts or subcontracts exceeding $100,000, the provisions of the Agency Procedures, Chapter 11 [formerly Category 2, Chapter 51] on bonding requirements shall be followed.

(C) Where bonds are required, they shall be in such form and amount as determined by the Agency. Said bonds shall be procured from a surety company registered and licensed to do business in the State of Vermont and countersigned by its Vermont registered agent.

XIV. Program Income.

Program Income is all gross income received by the Grantee or a subrecipient and generated by the use of VCDP grant funds. Except as may be provided in SPECIAL CONDITIONS (Attachment A), Program Income and Unrestricted Revenue generated by the use of funds granted pursuant to this Agreement will be administered in accordance with the policies set forth in Agency Procedures, Chapter 22.

XV. Conflict of Interest.

(A) In the procurement of supplies, equipment, construction, and services by the Grantee, all members of the Legislative Bodies, officers or employees of the Grantee, or their designees, Subrecipients, or agents, or other persons who exercise any functions or responsibilities with respect to the program shall be bound by the provisions of Agency Procedures**,** Chapters 9 and 10.

(B) The Grantee shall include or cause to be included, provisions covering conflict of interest consistent with the requirements of this **Paragraph XV** in all contracts with third parties.

(C) The Grantee shall not employ, nor permit any third party to employ any employee of the Agency.

XVI. Equal Opportunity.

(A) The Grantee shall not discriminate against any employee, or applicant for employment, because of age, color, handicap, familial status, national origin, race, religion, or sex.

(B) The Grantee agrees to comply with all of the requirements of 21 V.S.A. chapter 5, subchapter 6, relating to fair employment practices, to the extent applicable, and shall cause the provisions thereof to be included in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

(C) No person shall on the ground of age, color, handicap, familial status, national origin, race, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any of the activities covered by this Agreement.

XVII. Monitoring and Reporting.

(A) The Grantee shall monitor the activities covered by this Agreement, including those of contractors and subcontractors, to assure that all program requirements are met.

(B) From time to time, as requested in writing by the Agency, the Grantee shall submit such data and other information as the Agency may require. The Grantee shall submit or cause the submission of progress and financial reports to the Agency in a format prescribed by the Agency and according to the schedule set out in this Paragraph XVII. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for holding the processing of requisitions or for suspension or termination of this Agreement.

(C) For the first reporting period, submission of the Progress Report to the Agency is due in accordance with the schedule set out in SPECIAL CONDITIONS (Attachment A). For each reporting period thereafter, submission to the Agency is due no later than 30 days following the last day of said period. Any extension of the Completion Date shall extend Grantee’s obligation to submit Progress Reports.

(D) The Final Program Report shall be submitted as the report for the period which ends with the Completion Date. The Grantee shall submit a Final Program Report no later than thirty (30) days following the Completion Date. Evidence of a public hearing held in conformance with **Paragraph VII** of this Agreement shall be filed with the Agency as part of the Final Program Report, which shall consist of, at a minimum, the hearing notice and the minutes taken.

XVIII. Audit(s).

(A) The Department of Finance and Management will provide the following forms that the Grantee shall submit: the “Certification of Audit Requirement”, and if no Single Audit required the “Subrecipient Schedule of Federal Expenditures”, to the Department of Finance and Management, 109 State Street, Montpelier, Vermont 05609 at the end of each fiscal year for the duration of the Grant Agreement.

(B) The Grantee shall arrange for an independent financial and compliance audit (or audits) of the VCDP costs and activities undertaken during the Period of Performance. The audit(s) must include all expenditures related to this Agreement. The audit(s) is to be conducted in accordance with the Single Audit Act of 1984, as amended, OMB Circular No. A-133, and Agency Procedures, Chapter 21, under the Compliance Supplement for the Code of Federal Domestic Assistance (CFDA) 14.228.

(C) In compliance with the Single Audit Act of 1984, as amended, the Grantee shall determine whether a single audit or a program audit is required. Audits that cover a portion of the Period of Performance, or a portion of all expenditures, are defined as an Interim Audit. A Final Audit is the audit that covers all VCDP grant funds; or if there is an Interim Audit, the audit that covers the balance of any remaining unaudited VCDP funds through the Completion Date, or beyond if necessary.

(D) Any contract or Agreement entered into by the Grantee and a Subrecipient shall contain language requiring the Subrecipient to comply with the provisions of the Single Audit Act of 1984, as amended.

(E) If any expenditure is disallowed as a result of any Interim Audit Report(s) and/or Final Audit Report, the obligation for reimbursement to the Agency shall rest with the Grantee.

XIX. Final Drawdown, Final Reports and Completion Certificates.

(A) All non-general administration costs must be obligated prior to, and shall be paid within (30) days of, the Completion Date.

(B) The Grantee shall submit to the Agency a Final Program Report and an Interim Audit Report(s) and/or Final Audit Report covering the Period of Performance under this Agreement. Additionally, one copy of all reports shall be maintained with other program documents available for public review, and at least one copy must remain in the Grantee's files.

(C) Certificate of Program Completion shall be issued to the Grantee when the Agency determines that all required work under this Agreement has been satisfactorily completed, including the execution of a Closeout Agreement if applicable and the submission of the Final Program Report, the Interim Audit Report(s), and/or the Final Audit Report. The Agency must determine that all program and financial compliance issues have been addressed and that the findings and/or concerns, if any, of monitoring reports, program reports, and audit reports have been resolved and cleared in writing.

XX. Retention of and Access to Records.

(A) Financial records, supporting documents, statistical records, and all other records pertinent to this VCDP shall be retained in accordance with the Agency Procedures, Chapter 3.

(B) Authorized representatives of the Secretary of the Agency, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the receipt and administration of Vermont Community Development Program funds, as may be necessary to make audits, examinations, excerpts, and transcripts.

(C) Any contract or Agreement entered into by the Grantee shall contain language comparable to Subparagraph (B) above so as to assure access by an authorized party(s) to the pertinent records of any subrecipient, contractor, or subcontractor.

XXI. Administrative Sanctions.

(A) Requisitions subject to compliance with SPECIAL CONDITIONS (Attachment A), will not be processed until the designated documents have been submitted to the Agency and reviewed or approved as required by this Agreement.

(B) The Grantee shall receive notice from the Agency in the event of a failure to submit a timely progress report. No disbursement of grant funds shall be made if such failure continues after thirty (30) days from the date of notice. The Agency shall, in its discretion, determine whether to disburse funds during the notice period.

(C) The Grantee shall receive a Notice of Delinquency from the Agency in the event of a failure to submit timely Interim or Final Audits, Final Program Reports, or Closeout Agreement Proposals. The Grantee shall not be eligible for further VCDP funds if such failure continues after thirty (30) days from the date of notice, and, in addition to the remedies provided under this Agreement, may be subject to any action available to the Agency at law or equity.

(D) Resolution of Monitoring Findings - The Agency shall notify the Grantee of any negative findings identified through monitoring by providing a monitoring letter containing the Agency's "Findings." No further disbursement of grant funds shall be made under this Agreement until the Agency's Findings have been resolved in a manner satisfactory to the Agency. Grantee shall not be eligible for further VCDP funds if such resolution is not achieved within thirty (30) days of the date of the monitoring letter, and, in addition to the remedies provided under this Agreement, may be subject to any action available to the Agency at law or equity.

XXII. Termination for Convenience.

The Agency and the Grantee may terminate the grant in whole, or in part, when agreed that the continuation of the program would not produce the benefits anticipated hereunder, and shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Agency may allow full credit for non-cancellable obligations, properly incurred prior to termination.

XXIII. Suspension or Termination for Cause.

(A) The Secretary may suspend this Agreement, in whole or in part, at any time during the Period of Performance and upon reasonable notice to the Grantee, or withhold further payments or prohibit the Grantee from incurring additional obligations of VCDP funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement or that the continued costs to be incurred will not produce benefits of comparable value. The Secretary shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

(B) The Secretary may terminate this Agreement at any time during the Period of Performance, after reasonable notice and opportunity for hearing, when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement or that the continued costs to be incurred will not produce benefits of comparable value. The Secretary shall promptly notify the Grantee, in writing, of the determination and reasons for the termination, together with the effective date.

(C) Payments made to the Grantee or recoveries by the Secretary under this Agreement if suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XXIV. Appeals and Waiver of Enforcement.

(A) Appeals from the decisions or actions of the Agency may be made to the Secretary through the provisions of the Agency Procedures, Chapter 18.

(B) No waiver by the Secretary of the right to enforce any provision of this Agreement shall be deemed a waiver of the right to enforce such provision upon subsequent breach or default, nor waiver of the right to enforce any other provision hereof.

XXV. Budget Revisions and Amendments.

(A) Budget Revisions

(1) The Grantee may, after first providing written notice and justification to the Agency, make a one-time revision of the amounts listed in the "VCDP Funds" column of the DESCRIPTION OF ACTIVITIES AND BUDGET (Attachment B), provided that

(i) the aggregate impact is no more than ten (10%) percent of the Total Award, listed as the "Total" item in the "VCDP Funds" column, and

(ii) the Total Award is not increased.

However, there shall be no change to budgeted amounts for General Administration or Program Management Activities without prior written approval of the Agency. Program Management and General Administration activities are indicated by a VCDP Code suffix of "13."

(B) Amendments.

(1) Any change or deviation from this Agreement not specifically identified in subparagraph (A) hereof, including extensions of time for completion and budget revisions in excess of ten (10%) percent, shall constitute an amendment of this Agreement and shall only be effective when reduced to writing and signed by or on behalf of the Agency and the Grantee. No more than one amendment for changes which in the view of the Agency are not substantial, shall be permissible, and the Agency will not allow any amendment which would substitute the funded activity.

(2) The Grantee shall notify the Agency if, through the use of Other Resources, there is an intention to expand, enhance, or add to the scope of the program covered by this Agreement, or if there is a proposal to undertake activities that will have an impact upon the buildings, areas, or activities of this VCDP. The Agency reserves the right to require an amendment to this Agreement if such is deemed necessary.

XXVI. No Employee Benefits For Grantee

Grantee understands that the Agency will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, workers' compensation or other benefits or services available to State employees, nor will the Agency withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Grant Agreement. Grantee understands that any tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Grantee, and information as to grant income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes, if required.

XXVII. Insurance

Before commencing work on this Agreement the Grantee must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Grantee to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Grantee for the Grantee's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Grantee shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Grantee shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Per Occurrence
$1,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$ 50,000 Fire/ Legal/Liability

Grantee shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Grantee shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: $1,000,000 combined single limit. Grantee shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

XXVIII. No Gifts or Gratuities

Grantee shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the Agency during the term of this Grant Agreement.

XXIX. Copies

All written reports prepared under this Grant Agreement will be printed using both sides of the paper.

XXX. Certification Regarding Debarment

Grantee certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Grantee nor Grantee's principals (officers, directors, owners, or partners) are included on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs (www.epls.gov) in accordance with Executive Orders 12549 and 12689. The Grantee shall also obtain said certification from any subrecipient and ensure that Grantee and any subrecipient comply with the Procurement Procedures contained in Section XII(C) of this *Agreement.*

{End of Document}

SPECIAL CONDITIONS

In addition to what are referred to as the **Standard Provisions** of this ***Agreement***, the Grantee and the Agency hereby agree to the following Special Conditions:

(A) Award Date **– July 7, 2005**.

(B) Completion Date - All activities shall be complete by **December 31, 2010**.

(C) Total Award - The total award of VCDP funds will not exceed **$124,350**.

(D) Other Resources - Other Resources necessary for the completion of the activities assisted by this ***Agreement*** are set out in the *Sources and Uses* table in **Attachment B** of this ***Agreement***.

(E) Definitions - The following definitions shall apply throughout:

Administrator: Grantee

Consultant: TBD

Program Manager: Grantee

(F) In conformance with **Standard Provisions §XVII (B)**, the Grantee shall submit or cause the submission of Progress and Financial Reports to the Agency annually. The First Reporting period shall end December 31, 2010 and the report shall be due no later than January 31, 2011.

(G) In conformance with **Standard Provision §VII, Obligations of Grantee**, the following documents shall be filed with the Agency at the times specified.

(1) Prior to the first requisition, as required by **Standard Provision §VII(D),** Grantee shall provide the management forms and copies of the municipal policies or a certification that said policies previously have been adopted and filed with the Agency.

(2) Prior to the first requisition of funds under this ***Agreement***, Grantee shall provide evidence of a firm commitment of Other Resources called for by **Section D** of **Attachment B**.

(3) Prior to the first requisition of funds under this ***Agreement,*** Grantee shall provide a copy of the executed **Professional Services Contract** between the Grantee and any Consultant hired to perform activities under this ***Agreement.*** Said contracts shall at a minimum carry provisions which incorporate by reference this ***Agreement***, set forth the specific duties and responsibilities of each party**,** and include all pass-through provisions required under this Program.

(4) Prior to the first requisition under this ***Agreement***, the Grantee shall provide an opinion of counsel, satisfactory to the Agency, that this project complies with the existing obligations and responsibilities of all parties with a legal interest in the land and that said parties consent to the project as described herein.

(5) Prior to the first requisition under this ***Agreement***, the Grantee shall provide an opinion of counsel, satisfactory to the Agency, that each of the documents provided pursuant to

Paragraph G(3) is a legal, valid and binding instrument, enforceable in accordance with its terms; that such documents meet the requirements of this ***Agreement*** and provide for use of the VCDP funds in compliance with this ***Agreement***; and that the Subgrantee has met all conditions required under such documents which must predate this requisition.

(6) As conditioned in the Agency's June 4, 2009 letter to the Grantee, the VCDP funds awarded under this Agreement must be fully expended no later than December 31, 2010. Any costs incurred after this date will be the responsibility of the Grantee.

(H) Grantee agrees that for a period of at least five (5) years from the Completion Date, the Grantee shall obtain, pay for, and keep in full force, insurance on the property assisted with VCDP Funds against such risks and in such amounts and with an insurance carrier as may be reasonably acceptable to the Agency.

(I) Grantee agrees that from the date VCDP funds are first spent for the property until five (5) years after closeout of this Grant, in compliance with the provisions of "Change of Use of Real Property," 24 CFR 570.489(j), timely notice shall be given to the Agency should there be the anticipation of a sale of all or a portion of the facility assisted using VCDP Funds to any person or entity who will use it for any changed purpose, of discontinuance of operation of all or a portion of the facility, or of material alteration or expansion of its purpose or function. The Agency shall have such remedies that are available under the law, up to and including full recovery of the VCDP funds granted herein.

DESCRIPTION OF ACTIVITIES

(A) Project Description:

Grantee shall use $124,350 in VCDP funds together with other funds, as set forth below at *Sources and Uses*, to assist in the clean up of hazardous materials found in the soils on the Turntable property at Stonecutters Way in accordance with a Corrective Action Plan ("CAP") approved by the Vermont Agency of Natural Resources and dated June 7, 2005.

(1) Brownfield Clean Up (Activity #1032)

Grantee shall use $82,179 in VCDP funds, as set forth below at *Sources and Uses,* to remediate the tetrachloroethene ("PCE") found in the soil at TurnTable Park in accordance with the CAP. Approximately 26 cubic yards of PCE-affected soil will be removed and shipped to Quebec, Canada to be treated and disposed of. Due to lead and arsenic also found on this site, a permeable indicator fabric and at least six inches of clean fill or ballast will cover this area.

(2) Public Facility Rehabilitation (Activity # 1032)

Grantee shall use $42,171 in VCDP funds, as set forth below at *Sources and Uses,* to construct a public pocket park with sidewalks, walkways with a walkway deck, a stage with a metal deck, and parking. The work will involve significant landscaping.

(3) Program Management (Activity # 2013)

Grantee shall use VCDP funds together with Other Resources, as set forth below at *Sources and Uses*, for Program Management, including but not limited to activities relating to securing compliance with labor standards (including Davis-Bacon wage rates), permit assistance, procurement standards, contract management, construction oversight and coordination, and legal services.

(B) General Administration (Activity # 5013)

The Grantee shall use Other Resources, as set out below in *Sources and Uses,* for the general administration of the grant. This may include, but not necessarily be limited to, activities relating to securing release of funds under the environmental regulations, setting up and maintaining financial management records, completing progress reports, ensuring that the terms and conditions of this Agreement are carried out, and paying the eligible costs for audit.

(C) National Objective

The National Objective will be met as the elements for the elimination of the blighted condition in the area served by this project comply with the national objective as set forth in 24 CFR 570.483(c)(1).

(D) Sources and Uses

The Other Resources total **$158,009** derived as follows:

Other Resources	Type	Amount	Status
Municipal Contribution (MUNI)	Cash	$36,472	Committed
Municipal Contribution (MUNI) -	Cash	$41,075	Committed
Municipal Contribution (MUNI)	Cash-In-Kind	$5,501	Committed
Other (Other) - Downtown Board Transportation	Grant	$74,961	Committed

Activity	Program Area	Code	VCDP Amount	MUNI	Other	Total Activity Costs
Program Management	Public_Facilities	1013	$0	$41,075		$41,075
Public Facility Rehabilitation	Public_Facilities	1014	$42,171	$36,472	$74,961	$153,604
Brownfield Clean Up	Public_Facilities	1032	$82,179			$82,179
General Administration	Public_Facilities	5013	$0	$5,501		$5,501
		Total Costs	**$124,350**	**$83,048**	**$74,961**	**$282,359**
		Percentage of Total	**44%**	**29%**	**27%**	

Performance Indicators

Activity	National Objective	Performance Indicator(s)	Proposed
Public Facilities - Brownfield Clean Up	Slums & Blight	Number of Project(s)/Center(s) Assisted	1
		Number of Structure(s)/Parcel(s) Assisted	1

CERTIFICATIONS AND ASSURANCES

The Grantee hereby certifies and assures that Vermont Community Development Program Funds will be utilized in accordance with all the following; to the extent applicable, and that:

Debarment, Suspension, Ineligibility and Voluntary Exclusion from Federal Procurement and Non-procurement Programs

The Chief Executive Officer certifies that the Municipality is excluded from the List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689. In addition, certifies that no awards will be made to any subgrantees, or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.

Legal Authority

(1) It possesses legal authority as defined in the Vermont Community Development Act [10 VSA 29] to apply for and accept the grant and administer the program.

(2) The legislative body has duly adopted and passed an official act or resolution authorizing the acceptance of and agreement to the conditions and provisions of this *Agreement*, including all understandings, certifications, and assurances contained herein; and designating and authorizing the Chief Executive Officer or designee to execute this *Agreement* and other such documents as may be necessary.

Benefit to Persons of Low and Moderate Income

(3) It will comply with the provisions of Section 104(b)(3) of the Federal Act which requires the use of funds to be developed to give maximum feasible priority to those activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight or meet other community development needs having a particular urgency.

Citizens Information

(4) It held at least one public hearing warned at least 15 days prior to obtain the views of citizens on community development and furnished citizens with information required by the Federal and State Acts.

(5) It prepared statements of community development and housing needs, including the needs of lower income persons and activities to be undertaken to meet such needs, the objectives and the projected use of community development funds, including information on the past use of such funds, if any, and have given affected citizens an opportunity to examine these statements and furnished a copy to the Agency.

(6) It allowed citizens an opportunity to examine the application and all supporting documentation and to submit comments thereon and will, in like manner, provide citizen participation when considering substantial program amendments.

Further, the Grantee assures that it:

Labor

(7) Will administer and enforce:

(a) the Davis-Bacon Act [40 USC 276a et seq.];

(b) the Federal Fair Labor Standards Act [29 USC 201 et seq.]; and

(c) the Contract Work Hours and Safety Standards Act [40 USC 327-333].

(8) Will comply with:

(a) the Copeland Anti-kickback Act of 1934, [18 USC 874 and 40 USC 276c];

(b) Executive Order 11246 (Equal Employment Opportunities) as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant thereto [24 CFR 130 and 41 CFR 60]; and

(c) Section 3 of the Housing and Urban Development Act of 1968 [12 USC 1701u] as amended, (equal employment and business opportunities) and the regulations at 24 CFR 135.

Environmental and Historic

(9) The Chief Executive Officer, or other official so designated by the Legislative Body and approved by the Secretary will consent to assume the status of a responsible Federal official under the National Environmental Policy Act (NEPA) of 1969 as amended [42 USC 4321 et seq.] and the regulations found at 24 CFR 58; and the Chief Executive Officer is authorized and consents on behalf of the Applicant and him/herself to accept the jurisdiction of the Federal Courts for the purposes of enforcement of the responsibilities of such official.

(10) Will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Secretary of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

(11) Will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with:

(a) Section 106 of the Historic Preservation Act of 1966 [16 USC 470];

(b) Executive Order 11593 (Protection and Enhancement of the Cultural Environment);

(c) the Preservation of Archaeological and Historic Data Act of 1974 [16 USC 469 et seq.]; and

(d) the procedures prescribed by the Advisory Council on Historic Preservation found at 36 CFR 800.

(12) Will comply with:

(a) the National Environmental Policy Act of 1969 [42 USC 4321 et seq. and 24 CFR 58];

(b) the Endangered Species Act of 1973, as amended [16 USC 153 et seq. and 10 VSA 4046 and Chapter 123];

(c) Executive Order 11990, Protection of Wetlands;

(d) the Fish and Wildlife Coordination Act of 1958, as amended [16 USC 661 et seq.];

(e) the Fragile Areas Registry Act of 1977 [10 VSA 6551];

(f) the Safe Drinking Water Act of 1974, as amended by the Safe Drinking Water Act of 1977 [21 USC 349 and 42 USC 210 and 300f et seq.] pertaining to sole-source aquifers;

(g) the Clean Air Act of 1970, as amended [42 USC 7401 et seq.] and Vermont law [10 VSA 551 et seq.] as amended;

(h) Executive Order 12088 relating to the prevention, control, and abatement of water pollution and the Federal Water Pollution Control Act of 1972, as amended, [33 USC 1251 et seq.] and Vermont law [10 VSA 1251 et seq. and 18 VSA 102, 1203 and 1218];

(i) the provisions of Executive Order 11988 as amended, relating to evaluation of flood hazards and with the flood insurance purchase requirements of Section 102(e) of the Flood Disaster Protection Act of 1973 [42 USC 4001 et seq.] and Vermont law [10 VSA 751 et seq. and Executive Order No. 17 of 1978];

(j) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 [42 USC 6901 et seq.] and Vermont law [24 VSA 2202a]; and

(k) noise abatement and control regulations [24 CFR 51]

Relocation and Acquisition

(13) Will comply with:

(a) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, as amended [42 USC 4601 et seq.], referred to as the "Uniform Act;"

(b) the implementing regulations of the Uniform Act issued by the Department of Housing and Urban Development (CFR Title 49, Part 24) contained in HUD Acquisition and Relocation Handbook 1378; and

(c) the requirements of the Vermont Community Development Acquisition and Relocation Policy.

Architecture and Construction

(14) Will comply with:

(a) Section 302 of the Lead-Based Paint Poisoning Prevention Act, as amended [42 USC 4803(b)];

(b) the Architectural Barriers Act of 1968 [42 USC 4151] and the rules applicable thereto;

(c) Section 504 of the Rehabilitation Act of 1973 [29 USC 794]; and

(d) the provisions of Section 104(b)(5) of the Federal Act which restricts recovery of capital costs by assessing any amount against properties owned and/or occupied by persons with lower incomes.

Equal Opportunity and Fair Housing

(15) Will affirmatively further fair housing and will comply with Pub. Law 90-284 [Title VIII of the Civil Rights Act of 1968; 42 USC 3601 known as the "Fair Housing Act"], as amended and the regulations issued pursuant thereto [24 CFR 100 to 115].

(16) Will comply with and will immediately take any measures necessary to effectuate compliance with Pub. L. 88-352 [Title VI of the Civil Rights Act of 1964; 42 USC 2000d] and the regulations at 24 CFR 1.

(17) Will comply with:

(a) Executive Order 11063 as amended by Executive Order 12259 (Leadership and Coordination of Fair Housing in Federal Programs) and the regulations at 24 CFR 100 and 107;

(b) Section 109 of the Federal Act [42 USC 5309] and the regulations issued pursuant thereto [24 CFR 570.496(b)];

(c) the Age Discrimination Act of 1975 [42 USC 6101 et seq.]; and

(d) the Americans with Disabilities Act of 1990 [42 USC 12010-12213; 42 USC 225-611] and the regulations issued pursuant thereto.

Other Requirements

(18) Will comply with the provisions of the Hatch Act [5 USC 1501 et seq.] which limits the political activities of employees.

(19) Will provide a drug-free workplace according to the requirements set forth in the Drug Free Workplace Act [Public Law 100-690 Title V, Subtitle D, 41 USC 701 et seq.].

(20) Will comply with the Single Audit Act of 1984, as amended, OMB Circular No. A-133, and the State of Vermont Administration Bulletin No. 5, Certification of Audit Requirement and Schedule of Federal Expenditures.

(21) Will comply with the provisions of 24 CFR Part 570.489(h) which govern Conflict of Interest.

(22) Will comply with the other provisions of The Federal Act [Title I of the Housing and Community Development Act of 1974, as amended; 42 USC 5301 et seq.]; the State Act [10 VSA 29], the Agency Procedures and all other applicable requirements.

EXECUTIVE SUMMARY

State of Vermont
Agency of Commerce and Community Development
Vermont Community Development Program
Standard Grant Agreement
Agreement #07110-0201/05IG(11)

I. PARTIES

This is a Grant Agreement between the State of Vermont, Agency of Commerce and Community Development (the "Agency"), and the City of Montpelier with principal place of business at, physical address 39 Main Street, City Hall, Montpelier, Vermont 05602. The Grantee is required by law to have a Federal ID# 036000579 and DUNS# 024104655.

II. SUBJECT MATTER

The subject matter of this Grant Agreement is to remediate the brownfield site at Turntable Park on Stone Cutters Way. Detailed services to be provided by the Grantee are described in Attachment B.

III. MAXIMUM AMOUNT

In consideration of the services to be performed by the Grantee, the State agrees to pay the Grantee, in accordance with the payment provisions specified in Attachment A, a sum not to exceed $124350.

IV. GRANT TERM

The period of Grantee's performance shall begin on 12/28/2005 and end on 12/31/2010.

V. SOURCE OF FUNDS

Federal 44% Other 56%

VI. FEDERAL AWARD INFORMATION

CFDA Title: Community Development Block Grants/State's program
CFDA Number: 14.228
Project Name: Turntable Park
Program Year: 2005
Federal Granting Agency: Housing and Urban Development
Research and Development Grant: No

VII. AMENDMENT

No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.

VIII. CANCELLATION

This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.

IX. CONTACT PERSONS

The Grantee's contact person for this award is:
Name: William Fraser
Telephone Number: (802) 223-9502 E-mail address: wfraser@montpelier-vt.org

Name: Gwendolyn Hallsmith
Telephone Number: (802) 223-9506 E-mail address: ghallsmith@montpelier-vt.org

X. FISCAL YEAR

The Grantee's fiscal year starts July 1 and ends June 1.

XI. ATTACHMENTS

This Grant consists of 21 pages including the following: Scope of Work to be Performed; Payment Provisions; Customary State Grant Provisions; and Other Provisions in the following attachments that are incorporated herein:

VCDP Standard Provisions
Attachment A – SPECIAL CONDITIONS
Attachment B – DESCRIPTION OF ACTIVITIES AND BUDGET
Attachment C – PERFORMANCE INDICATORS
Attachment D – CERTIFICATIONS AND ASSURANCES
Attachment E – EXECUTIVE SUMMARY

GRANT AGREEMENT RESOLUTION - SINGLE GRANTEE Form PM-1

WHEREAS, the (check one) [ ] Town [ ] City [ ] Village of ___________________________ has applied for funding under the Vermont Community Development Program, as provided for in 10 VSA Ch. 29, and has received an award of funds under said provisions; and

WHEREAS, the Agency of Commerce and Community Development has tendered a Grant Agreement
_________________ to this municipality for said funding:

Now, THEREFORE, BE IT RESOLVED as follows:

1) that the legislative body of this municipality accepts and agrees to the terms and conditions of said Grant Agreement;

2) that (Name) ______________________________Title__________________________________ is hereby designated as the person with overall Administrative responsibility for the VCDP activities related to this Grant Agreement; and

3) that (Name)_________________________________Title__________________________________ who is either the Chief Executive Officer (CEO), as defined by 10 VSA §683(8), or is the Town Manager, the City Manager, or the Town Administrator, hereby designated as the Authorizing Official (AO) to execute the Grant Agreement and other such Documents as may be necessary to secure these funds.

Passed this______ day of ______________________, ___________.

LEGISLATIVE BODY

(Typed Name)	(Signature)
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

For Agency Use:

Processed By:____________________________________ Date: ________________

CITY OF MONTPELIER
MONTPELIER, VERMONT

Agenda for City Council Meeting
City Council Chambers, City Hall
Wednesday, August, 25, 2010 at 7:00 p.m.

1) 10-205 Call to Order by the Mayor
2) 10-206 General Business and Appearances
3) 10-207 Consideration of the Consent Agenda:

a) Consideration of the Minutes from the August 11th Regular Meeting.

b) Consideration of approval of payroll and bills.

c) Consideration of the following permits with the City Council acting as the Liquor Control Commission.

(None as of press time)

d) Consideration of accepting the low bid of $18,692 (Base bid $17,167 + $1525 Premium care Warranty) submitted by Formula Ford of Montpelier, VT for the replacement of a three-quarter ton long bed pickup truck with plow for the Public Works Department.

Recommendation: Discuss and authorize the city Manager to sign the necessary documents to purchase.

e) Consideration of awarding a contract for the Turn Table Park Project located on Stone Cutters Way: Competitive sealed unit price bids for the Turn Table Park project were opened on August 13th. Four bids were received and reviewed:

Lajeunesse Construction	= $207,402.00
Engineers Construction	= $249,297.20
J. Hutchins, Inc.	= $252,705.50
Ross Environmental	= $327,797.30

The project involves the historic restoration and re-utilization of the railroad turntable as a small park to include a walkway around and over the turn table structure. The project also consists of landscaping, lighting, development of on-street parking and a crosswalk connecting to the existing bike path.

The low bid received is within the amount of budgeted funds available for the project drawing on a combination of Federal “Brownfields” and Downtown Transportation grants and a local share from the Capital Improvement Program (CIP) totaling $282,358.56 with approximately $223,471 available for construction.

Recommendation: Based on the lowest bid received from Lageunesse Construction and their solid reputation, we recommend that they be awarded the contract in the amount of $207,402.00 based on estimated unit price quantities. We ask that the City Council also designate the City Manager as the duly authorized agent to execute the contract documents on behalf of the City of Montpelier.

4) 10-208 APPOINTMENTS TO MONTPELIER PLANNING COMMISSION

Four, two year terms on the Montpelier Planning Commission will expire on August 25, 2010. City Council advertised the positions on August 2, and August 5, 2010 with the deadline for applying being August 19, 2010 at noon.

As of the deadline, 5 applications for appointment were received. Jesse L. Moorman, David Borgendale, Alan Goldman and Missa Aloisi have asked to be reappointed. Richard Sheir has asked to be appointed.

Opportunity for candidates present to address the City Council.

Recommendation: Discussion and appointments.

5) 10-209 ADOPTION OF MONTPELIER CITY MASTER PLAN – 1st Public Hearing

The public will be asked to make comments on the Master Plan submitted to City Council by the Planning Commission.

Recommendation: Accept public comments, direction to staff.

6) 10-210 CONSIDERATION OF REQUEST FOR PUBLIC SAFETY DESIGN FINANCING

A committee composed of representatives from Barre, Barre Town, Berlin and Montpelier has been exploring three options for designing a service delivery system that could provide an affordable, integrated, efficient system of public safety services (fire, police, ambulance, dispatch) that protects public welfare and provides rapid responses with highly qualified personnel when emergency situations arise.

Council is being asked to approve contributing $2,500 toward the estimated cost of $10,000, or no more than one-fourth of Public Safety Committee approved expenses up to a maximum amount of $2,500. This allocation would be payable to the Central Vermont Chamber of Commerce only upon presentation of Committee Approved invoices until such authorization is modified by further action of this Council.

DISCUSSION

RECOMMENDATION: Authorize the expenditure of up to a maximum of $2,500 toward the financing of the Public Safety System Design.

7) 10-211 REVIEW OF SCHEDULE FOR NOVEMBER 2, 2010 MINICIPAL ELECTION

City Manager has met with the City Attorney and City Clerk to review the articles, timelines, etc., and has provided Council an outline.

RECOMMENDATION: Discussion and direction to staff.

8) 10-212 Council Reports

9) 10-213 Mayor's Reports

10) 10-214 Report by the City Clerk-Treasurer

11) 10-215 Status Reports by the City Manager

12) 10-216 Agenda Reports by the City Manager

CITY OF MONTPELIER
MONTPELIER, VERMONT

Agenda for City Council Meeting
City Council Chambers, City Hall
Wednesday, August, 25, 2010 at 7:00 p.m.

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4) 10-208 APPOINTMENTS TO MONTPELIER PLANNING COMMISSION
Four, two year terms on the Montpelier Planning Commission will expire on August 25, 2010. City Council advertised the positions on August 2, and August 5, 2010 with the deadline for applying being August 19, 2010 at noon.

As of the deadline, 5 applications for appointment were received. Jesse L. Moorman, David Borgendale, Alan Goldman and Missa Aloisi have asked to be reappointed. Richard Sheir has asked to be appointed.

Opportunity for candidates present to address the City Council.

Recommendation: Discussion and appointments.

5) 10-209 ADOPTION OF MONTPELIER CITY MASTER PLAN – 1st Public Hearing
The public will be asked to make comments on the Master Plan submitted to City Council by the Planning Commission.

Recommendation: Accept public comments, direction to staff.

6) 10-210 CONSIDERATION OF REQUEST FOR PUBLIC SAFETY DESIGN FINANCING

A committee composed of representatives from Barre, Barre Town, Berlin and Montpelier has been exploring three options for designing a service delivery system that could provide an affordable, integrated, efficient system of public safety services (fire, police, ambulance, dispatch) that protects public welfare and provides rapid responses with highly qualified personnel when emergency situations arise.

Council is being asked to approve contributing $2,500 toward the estimated cost of $10,000, or no more than one-fourth of Public Safety Committee approved expenses up to a maximum amount of $2,500. This allocation would be payable to the Central Vermont Chamber of Commerce only upon presentation of Committee Approved invoices until such authorization is modified by further action of this Council.

DISCUSSION

RECOMMENDATION: Authorize the expenditure of up to a maximum of $2,500 toward the financing of the Public Safety System Design.

7) 10-211 REVIEW OF SCHEDULE FOR NOVEMBER 2, 2010 MINICIPAL ELECTION

City Manager has met with the City Attorney and City Clerk to review the articles, timelines, etc., and has provided Council an outline.

RECOMMENDATION: Discussion and direction to staff.

8) 10-212 Council Reports

9) 10-213 Mayor's Reports

10) 10-214 Report by the City Clerk-Treasurer

11) 10-215 Status Reports by the City Manager

12) 10-216 Agenda Reports by the City Manager

David Borgendale
7 Baird Street, Apt 5
Montpelier, Vermont 05602
(802) 225-1319 (Montpelier)

From: Borgendale, David
Sent: Friday, July 23, 2010 1:23 PM
To: 'William Fraser'
Subject: RE: Your City needs you! We need you!

Bill,

I want to let you know right away that I very much want to be reappointed to the Planning Commission. There are several reasons that I want to continue. First, I am now the only commissioner that has been on board since the planning commission was restructured back in 2002. I think the commission benefits from having a member with an institutional memory. Second, I am currently Montpelier's representative to the Central Vermont Regional Planning Commission. (Actually, I am not since my previous term expired in May and the City Council has not reappointed me.) As you probably know, I agreed to chair the CVRPC for the next year so I would very much like to serve another term there as well. The current practice, as recommended by the planning commission, is to appoint a PC commissioner as the CVRPC representative. I think this is a very useful practice and should be continued.

In the interest of full disclosure, I need to let you and the City Council know that I will very likely not serve out a two year term. My current plans are to move to Germany, probably in May or June of 2011, which would require that I resign as both a Planning Commissioner and as the Montpelier CVRPC rep.

Thanks for your consideration.

David

Consent Agenda: August 25th City Council Meeting

Consideration of awarding a contract for the Turn Table Park Project located on Stone Cutters Way: Competitive sealed unit price bids for the Turn Table Park project were opened on August 13th. Four bids were received and reviewed:

Lajeunesse Construction	= $207,402.00
Engineers Construction	= $249,297.20
J. Hutchins, Inc.	= $252,705.50
Ross Environmental	= $327,797.30

The project involves the historic restoration and re-utilization of the railroad turntable as a small park to include a walkway around and over the turn table structure. The project also consists of landscaping, lighting, development of on-street parking and a crosswalk connecting to the existing bike path.

The low bid received is within the amount of budgeted funds available for the project drawing on a combination of Federal "Brownfields" and Downtown Transportation grants and a local share from the Capital Improvement Program (CIP) totaling $282,358.56 with approximately $223,471 available for construction.

Recommendation: Based on the lowest bid received from Lageunesse Construction and their solid reputation, we recommend that they be awarded the contract in the amount of $207,402.00 based on estimated unit price quantities. We ask that the City Council also designate the City Manager as the duly authorized agent to execute the contract documents on behalf of the City of Montpelier.

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Recommendation: Based on the lowest bid received from Lageunesse Construction and their solid reputation, we recommend that they be awarded the contract in the amount of $207,302.00 based on estimated unit price quantities. We ask that the City Council also designate the City Manager as the duly authorized agent to execute the contract documents on behalf of the City of Montpelier.

On Wednesday evening, August 11, 2010, the City Council Members met in the Council Chamber.

Present: Mayor Hooper; Council Members Golonka, Sheridan, Weiss, Jarvis, Hooper and Sherman; also City Manager Fraser.

10.190. Call to Order by the Mayor:

Mayor Hooper called the meeting to order at 7:03 P.M.

10-191. General Business and Appearances:

Wallace Nolan from 22 Gallow Avenue in Barre, Vermont appeared before City Council to address the issue of the parking meters within the city of Montpelier. He asked is there any time, days or holidays which people do not have to put money in the meters in order to prevent getting a ticket? What are those hours and what are those days? There is nothing posted he can see any place in the city.

Council Member Jarvis replied that the meters themselves say you don't have to put money in on Saturdays, Sundays and holidays.

Mr. Nolan said he had taken photographs of about two dozen meters and they don't say anything.

Council Member Hooper said there is a paper in next to the time remaining within the meter body.

Mr. Nolan said of all the meters he has checked not a single one has it. Has the City Council authorized any employee to be immune from compliance with any city ordinance except for in emergencies?

Mayor Hooper said she didn't know the answer to that but she believes it was no.

Mr. Nolan said if that is the case, why is it that the Police Chief and others won't entertain complaints with respect to those types of violations?

Mayor Hooper replied she didn't know the facts he is speaking about so she couldn't answer the question.

Mr. Nolan asked why is it that almost any time the city of Montpelier has received a request under the Vermont Open Records Law from him, or from any other person, never timely complies within the two business days required.

City Manager Fraser said he disagrees with that because he thinks they do.

Mayor Hooper told Mr. Nolan that the City Manager had answered his question. This is an opportunity for members of the community to address the City Council and she would rather not be interrogated.

Mr. Nolan said the city should do something about posting these notices notwithstanding the statement that meters are supposed to have this. There are meters that don't. With respect to compliance he has videotaped quite a few city employees, especially the Police Department, that were illegally parked back here and didn't put any money into the meters. Basically, during the day, evening and night they are in violation. What makes a police officer parking his private car in a city lot immune? The same thing goes in the No Parking and No Standing zones as you approach Main Street on State Street. There is a cross hatch. He assumes the purpose of the cross hatch is so that people who are trying to make a right hand turn can make a right hand turn on red so there is not a backup on State Street, but according to at least six police officers including the Chief, UPS, Federal Express and the United States Postal Service are exempt. They can park any time they want there even though they will cause an accident because of the backup. He would like the City Council to be aware of this situation. If they are correct that nobody is immune that the selective enforcement that basically exists in this city this should stop forthwith.

10-192. Consideration of the Consent Agenda:

- Consideration of the Minutes from the July 28th Regular Meeting.

- Consideration of approval of payroll and bills.

General Fund Warrant dated June 30, 2010, in the amount of $118,227.42.
General Fund Warrant dated July 14, 2010, in the amount of $99.00
General Fund Warrant dated July 15, 2010, in the amount of $71,571.50.
Community Development Agency Warrant dated July 20, 2010, in the amount of $30.00.

General Fund Warrant dated July 28, 2010, in the amount of $83,758.07 and Community Development Agency in the amount of $55,000.
Payroll Warrant dated August 5, 2010, in the amount of $112,821.82 and $28,412.33.

- Consideration of the following permits with the City Council acting as the Liquor Control Commission:

Consideration of a request by Langdon Street Café to hold a Fools Fest Street Party on September 17th and 18th. The event would involve the closure of Langdon Street for the day of September 18th and waiver of the noise variances until 11:30 P.M. on both the 17th and 18th. There will be amplified music until then on both days. There will be a beer garden in the Sheriff's parking lot on both days beginning at 5:00 P.M. until midnight. Amplified music ends at 11:30 P.M. on both evenings. Council has been provided with a copy of notification to adjacent neighbors.

Request for approval from Ed Dufresne to hold the 2nd Annual Montpelier Downtown Music Festival on Saturday, September 11, 2010 from 2:00 P.M. to 1:00 A.M. in the Farmer's Market Parking Lot on the corner of State and Elm Streets. They are requesting a variance to the Noise Ordinance until midnight. Three Penny Taproom will be providing the alcohol and food vending and will get their outside consumption permit in order. A letter will go out to the residents which could be affected by the event.

Request for a catering permit for a wedding reception on the College Green by Langdon Street Pub Co. d/b/a McGillicuddy's Irish Pub on Saturday, August 21, 2010 from 3:30 P.M. to 11:45 P.M.

Ratification of the request for a catering permit for a reception and dinner located at the Hopkins House at National Life by Vermont Hospital Management, Inc. d/b/a as NECI on Tuesday, August 3, 2010 beginning at 5:30 P.M. to 10:00 P.M.

Ratification of the request for a catering permit for a reception located at Alumni Hall at Vermont College of Fine Arts by Vermont Hospitality Management, Inc. d/b/a as NECI on Friday, August 6, 2010 beginning at 8:30 P.M. to 2:00 A.M.

Ratification of the request for a catering permit for a reception located at T.W. Wood Art Gallery at the Vermont College of Fine Arts by Vermont Hospitality Management, Inc. d/b/a as NECI on Saturday, August 7, 2010 beginning at 6:30 P.M. to 10:30 P.M. Council was polled and the four (4) necessary votes were received.

Consideration of 2011 Transportation Enhancement Grant – Discussion and Authorization of Letter of Endorsement.

This Grant Program is for sidewalk extensions on Elm Street from Vine Street o Pearl Street, Northfield Street from Independence Green to Freedom Drive, and Towne Hill Road from Grandview Terrace to Greenock Drive.

The Grant application requires a public meeting to be held to discuss the proposed grant. A letter from the City Council would be appropriate to signify the City's support for these projects. The application is due on August 20, 2010 and we have reallocated $50,000 as local funds to match for these projects.

Consideration of approving a proposal for the installation of vault shelving storage units. Three quotes were received: East Coast Storage Solutions, Inc. - $18,850.00; Dupont Systems Information Management & Storage Solutions - $14,475.00; and Northstar Systems - $16,725.00.

Recommendation: Accept the low quote of Dupont Systems in the amount of $14,725. Funding for this project will come from the Records Restoration Reserve Fund which presently has a balance of $55,260.

Mayor Hooper noted the changes submitted on the proposal for vault shelving units and those changes were made.

Motion was made by Council Member Hooper, seconded by Council Members Weiss to approve the consent agenda. .

Council Member Sherman said there are two agenda items with noise variances and she would like to pull them off the consent agenda and consider them separately.

Mayor Hooper called for a vote on the remainder of the agenda. The vote was 6-0, motion carried unanimously.

10-192(A). Consideration of the following permits with the City Council acting as the Liquor Control Commission:

Consideration of a request by Langdon Street Café to hold a Fools Fest Street Party on September 17th and 18th. The event would involve the closure of Langdon Street for the day of September 18th and waiver of the noise variances until 11:30 P.M. on both the 17th and 18th. There will be amplified music until then on both days. There will be a beer garden in the Sheriff's parking lot on both days beginning at 5:00 P.M. until midnight. Amplified music ends at 11:30 P.M. on both evenings. Council has been provided with a copy of notification to adjacent neighbors.

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Council Member Sherman said she is interested in the issue of amplified music outside. One is for 11:30 and one for midnight. They are both outside where people all around will hear. She understands that notice has been given to neighbors. When these are set up by the city, are there guidelines about time?

City Manager Fraser said they meet with the people who are planning the event and talk to them about how they are going to position everything. The exact time is when they want their event to run and they come and request the variance from the city for after 9:00 P.M. They typically will discourage anyone from proposing anything after midnight. They try to get a sense of what they are planning and doing. The notice to neighbors is to let them know that the hearing is at the Council meeting tonight and if they have concerns to come in and this is their opportunity to speak about them.

Council Member Sherman said the fact that no one has appeared means that everyone will be happy.

City Manager Fraser affirmed there are opportunities to be heard. The city receives very few complaints about these events because of the notice that is given. These two events have occurred before and were very well managed and are people who show respect for those concerned.

Council Member Sherman added that is what is important.

Motion was made by Council Member Sheridan, seconded by Council Member Sherman to approve variance of the noise ordinance for the two events. The vote was 6-0, motion carried unanimously.

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10-193. Consideration of awarding a contract for the FT 2011 Bituminous Concrete Paving of Municipal Streets:

A request for quotes/bids was solicited by the Public Works Department from several area contractors. Bids were opened on August 5, 2010. Three bids were received for a total of 905 tons of bituminous concrete paving complete and in-place together with other incidental items;

A.C. Paving Corp.	$ 92,895.00
Pike Industries, Inc.	$ 118,252.50
S.T. Paving	$ 119,287.50

Based on our past work experience with these contractors, we would be pleased to recommend that a contract could be offered to any of the three bidding contractors. Therefore, the aware may be considered solely on the basis of the lowest bid as received from A.C. Paving Corporation which is recommended by the Director of Public Works.

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

CIP Budget = $87,000 (includes recent transfer of operating budget savings)
DPW Operating budget for asphalt = $20,000 (to include contingency)

The streets to be paved at the total bid price noted above are **Pleasant Street, Cherry Avenue,** a 200' section of **Ridge Street** where sidewalk and sewer system work was recently completed and all of **Isabel Circle.** Given the favorable bid price received, a small amount of other paving work may also be performed on an as yet to be determined street.

Recommendation: Award of the contract for FY 2011 Street Paving to A.C. Paving Corporation in the amount of $92,895.00 and designation of the City Manager as the duly authorized agent to execute the contract documents and change orders if applicable.

Motion was made by Council Member Sheridan, seconded by Council Member Jarvis to award the contract for FY2011 Street Pavings to A.C. Paving Corporation in the amount of $92,895.00 and designate the City Manager to execute the contract documents and change orders. The vote was 6-0, motion carried unanimously.

10-192(B). Consideration of 2011 Transportation Enhancement Grant – Public Hearing.

This grant program is for sidewalk extensions on Elm Street from Vine Street to Pearl Street, Northfield Street from Independence Green to Freedom Drive, and Towne Hill Road from Grandview Terrace to Greenock Drive.

The grant application requires a public meeting be held to discuss the proposed grant. A letter from the City Council would be appropriate to signify the City's support for these projects. The application is due on August 20, 2010 and we have reallocated $50,000 as a local match for these projects.

Mayor Hooper opened a public hearing on the city's application for a Transportation Enhancement Grant which is for sidewalk extensions.

Kurt Motyka, Assistant City Engineer in the Public Works Department was present to talk about the funding break out. The basic funding break out is there is a 10 percent cash match and 20 percent total, so they can do in-kind services which is the design of the project. They are looking for $11,000 for city staff work and a cash match of $50,000. The total project amount right now is estimated for $264,665. There have been a lot of letters from people requesting sidewalks in those areas and there is a need for it. He thinks it is worthwhile to go after this funding.

Council Member Hooper asked Kurt if currently there was a sidewalk that extends to Pearl Street. He is talking about the Elm Street extension.

Mr. Motyka said there is a portion of it between the Recreation Field towards the downtown.

Council Member Hooper asked if it was on the river side.

Council Member Sherman said she is in District 2 and there are always questions about Sibley Avenue and a sidewalk there. It didn't make the list, but is there any chance it could be put on the next list.

City Manager Fraser explained these are all for extensions of sidewalks.

Mayor Hooper asked if these projects include thinking about how bikes will be traveling along there or are we just talking about sidewalks. What will that mean to any bike riders?

Assistant City Engineer Motyka said the grant is specific for sidewalks.

City Manager Fraser said the Elm Street sidewalk is heavily used and they do encourage people to bike on the sidewalks there because there are so many kids going out to the pool. Because the traffic is so high on Elm Street they actually want people to ride their bikes on the sidewalks there. Towne Hill has been less active and certainly people do ride on the sidewalks there as well for the same reason which is high traffic and it is safer to be on the sidewalk than in the road.

Mayor Hooper said they are talking about a sidewalk which will be raised x number of inches above the road and curb.

City Manager Fraser said the Elm Street sidewalk has some curb cut area issues.

Mayor Hooper said she appreciates the need for sidewalks but it will definitely mess it up for bikers, and she won't ride her bike on a sidewalk. She doesn't think that is fair to pedestrians so that will push bicyclists who won't ride on the sidewalks into the streets.

City Manager Fraser added there is more room than you think. Todd actually went out and measured it because they have had some calls from residents there that are very concerned and have kids. It just isn't organized very well.

Mayor Hooper said she would be very uncomfortable if she were on a bike feeling she was being pushed more into the traveled lane, which she believes will be the consequence of this. Rather than building a path for people to follow shouldn't we be encouraging people to not be there because it is such a congested place?

Mayor Hooper closed the public hearing at 7:25 P.M.

Council Member Weiss said this item has already been approved in the Consent Agenda and the agenda calls for a public meeting which is different than a hearing.

City Manager Fraser said he would like to note for the Council that a couple of years ago they reorganized the Public Works Department and having Kurt in his position has been a huge help. He has contributed widely to the work of the city and the Public Works Department. He designs the projects and helps run some of them. .

10-204. Consideration of a request from the Assessor for approval of errors and omissions adjustments to the 2010 Grand List. He has attached the proposed adjustments and a cover memo which describes why this is coming to the Council.

City Manager Fraser said the goal of this is to get it right. In the whole grievance process there were a few grievances in this area

and the ones marked in yellow were from people who actually grieved and they held hearings and had adjustments made to their property. They are not the people we are actually making adjustments to now. In that process both Steve Twombly and the appraisal firm realized they just quite hadn't gotten it right at Murray Hill. They went back, remeasured and looked at the sales to make the double check to pick up some of the things they felt were missed. That means every single resident there has an adjustment, even those who didn't ask, and all but one is actually going down. Because they had already sent out their notices we can't adjust them on the Grand List without having approval of the errors and omissions. What that means is that those individuals will get a new notice and they will have an opportunity to grieve. They are getting a new value they haven't seen.

Motion was made by Council Member Hooper, seconded by Council Member Sherman to approve the request from the City Assessor for errors and omissions adjustments to the 2010 Grand List.

Council Member Jarvis asked what was the total Grand List figure?

Finance Director Sandy Gallup said it is $486,700,000 before the amount of adjustment.

Mayor Hooper said the Assessor has the ability to adjust the 10 that grieved.

City Manager Fraser said they have already had their grievance and hearing but those that have not will be getting a value they haven't seen before so they can accept it or not.

Mayor Hooper said unless we take this action it has to remain the rate the Assessor or appraisal firm feel is too high.

Council Member Golonka asked if this would delay sending out tax bills.

City Manager Fraser replied not if they approve this tonight. We can still send out tax bills. They normally end up doing errors and omissions in November and December and have to credit people. Because all but one of these is going down they don't expect there will be a lot of grievances out of this, but there could be.

City Manager Fraser went on to say, there were about 250 grievances. Interestingly enough there were about 400 people who did the informal process, and of those 400 only about 100 actually filed a formal grievance so about 300 or more got resolved in the informal process. But of the 350 that grieved there were over 200 that did not do the informal so they are talking about 600 to 700 people between the two processes. There may have been the same people for multiple parcels.

Council Member Hooper asked what was the nature of these adjustments?

City Manager Fraser said some were measurements but others were just out of whack. People that were complaining said to look at their neighbor.

Mayor Hooper said the assessor said in the grievance for the 10 they realized that what they were hearing about that 10 was common to all of them.

Council Member Sherman said she thought it was remarkable that nothing went to the Board of Civil Authority.

City Manager Fraser reminded them property owners were just receiving the notices and grievance to the Board of Civil Authority was the next step.

Mayor Hooper called for a vote on the motion. The vote was 5 to 1 with Council Member Hooper voting against the motion.

10-194. Municipal Property Tax Rate Update:

It is expected that the City's new Grand List will be finalized and submitted to the state on Wednesday or Thursday. If it is finalized by Wednesday, August 11, 2010, Council will be provided with the numbers from the Finance Director as soon as possible prior to the Council meeting. Once available, the numbers will also be posted on the website.

Recommendation: Receive updated Grand List totals and discussing setting the FY'11 municipal tax rate. If the necessary information is complete and available, set the municipal tax rate.

City Manager Fraser said now that the grand list is filed and votes and appropriations are done it is basically doing the calculations. They just received the school rate this afternoon. As a result of the grievance process the rate changed about 3 cents from the estimated rate. It went up about 3 cents because of reductions. Then, the school rate is different by almost 6 cents than we what we had estimated.

Finance Director Gallup said she would have liked to have given Council Members this information earlier but she just received the grand list this morning and the state did a really good job of turning it around. What they are looking at is a spread sheet at the top with a recommended rate. Tonight, if they so choose, they could set a municipal tax rate for Fiscal Year 2011, a sewer benefit charge and a sewer separation charge. Those are the pieces the Council would act on tonight. But because she has the school tax information they can establish what the resident and the non-resident tax would be if they do set the rates that are recommended.

Finance Director Gallup said during the budget process they held the line. For her that is where things started getting very clear. The voter approved municipal spending is up $58,000 from last year, meaning that was going to happen once the voters approved some new spending in outside agencies, the Cross Vermont Trail, a little bit to youth programs, Friends of the Winooski and the tax exemption for veterans. These are additions that the Council didn't necessarily put in their budget. We need to establish a tax rate that will provide the money we need to raise which is $7,583,646. There is a list on the bottom of the page of what that number is.

With the reappraisal it is hard to compare year to year, and that is what people like to do. She just got the number for the grand list. The real estate portion is $807,830,466. That does include the Cityside and Murray Hill adjustment the Council just approved. The personal property is $20,975,987, for a total of $828,806,453 which is the municipal grand list.

She takes the numbers she needs to raise and divide it by the grand list and that is where she gets the recommended $.9174. She did give them the FY'10 rate but it is very hard to say what that means. The municipal residential tax rate is 65 percent higher. It is 65 percent of the FY'10 rate, but you can't easily say what that means to individual taxpayers because it depends on how much their property was assessed during the reappraisal.

Overall, the grand list is up 55 percent, and that is less than what we had expected because we had anticipated it would increase by 60 percent.

Finance Director Gallup said if your assessment went up 55 percent, then you are golden. The taxes will be pretty much the same as last year. She would expect there would be a lot more information coming about the grand list.

Mayor Hooper said given the fact it is just math and the grand list is what the grand list is, and the voters approved what they approved, even if we had additional information we would understand it but the outcome wouldn't be different.

Council Member Sherman asked why the sewer separation charge dropped.

Finance Director Gallup said it was 10 cents last year and the grand list is going up the full 10 cents wouldn't be appropriate.

Council Member Hooper moved to set the rate for tax year FY'11 municipal tax rate at .9174 with a sewer benefit charge of .02 and a sewer separation charge of .07, with the education taxes added making the total residential tax rate is $2.3838 and the nonresidential tax rate is $2.4830. Council Member Weiss seconded the motion. The vote was 6-0, motion carried unanimously.

Council Member Weiss said if the Montpelier school system was going to provide data.

Finance Director Gallup said what happens with this is there is a big calculation of how they got to this figure.

City Manager Fraser said this information is from the State Department of Education and not the Montpelier School Department. The Montpelier School Department has already filed their cost per pupil information.

Council Member Weiss said he respectfully requests that the School Board make a presentation to the City Council regarding the information. On the other hand, the Congress has just approved millions of dollars, some of which will come to Montpelier and he would like them to personally explain to the Council how these work in relationship to the taxpayers of the city of Montpelier.

Mayor Hooper said they could certainly ask for a presentation. The legislative direction with regard to the 2.25 percent was not for the current fiscal year but for the following one. It's not for what we are discussing here, and it is just a recommendation; it's not a directive.

10-196. City and School Cash Flow Report

- At the June 23rd Council Meeting, the Council authorized a $4 Million Dollar Line of Credit and requested further information on the City's need to borrow funds for city and school operations.

- The Finance Director and City Treasurer have provided a report o the city's cash flow throughout the fiscal year and have recommendations for FY 11 to minimize the city's need to draw on the $4 Million Line of Credit.

  Recommendation: Discussion and accept report.

Finance Director Gallup had provided a memorandum to the council and said the amount of tax anticipation borrowing goes up and down and the rates change as well from year to year, but for reappraisal years because of the delay of collecting taxes we do have to borrow money.

There are a lot of funds. There is school cash flow that is negative during a lot of the year. It is very difficult to predict especially when we have construction projects that sometimes we get money ahead of time and running behind, and the water and sewer funds are struggling a bit. Sometimes we get bond money and wait awhile until we spend it, so it is pretty complicated.

The graphs she gave them are based on what cash balances at the end of each month. We get money in daily so it really does go up and down a lot. We had projected the cash balance at the end of the year to be about $95,000, and in the end it was $478,000. Tom Golonka also asked what was due from the water fund to the general fund, which is what they owe us in cash, and it was down from the year before. It was $915,000. The sewer fund owed the general fund at the same time $480,000. These are unaudited numbers.

What they have been trying to do with the school and she has asked the outside agencies to wait until October 1st to receive funds from the city and also holding bills that don't have to be paid. They have asked the Green Mountain Transit Agency to wait for their money and they have said yes. The school was also asked to limit the draw on our cash flow and they agreed to use $693,000 of their fund balance, so we wouldn't have to borrow so much.

Council Member Golonka said he didn't think the city charter allowed the school to hold a fund balance.

City Manager Fraser asked if it was a fund balance or a cash balance.

Finance Director Gallup said they had money in the bank, and most of it is fund balance.

Council Member Golonka said when he saw that $95,000 that really scared him with regards to the $40 million cash out during the year that we would only have a working capital line item of $95,000. That raised some red flags with him because it shows how woefully inadequate our reserve fund is. He sees they raised it to $478,000 which is a little more comforting but he wishes they had a bigger cushion. He didn't like the fact they were jumping from $2 million to $4 million in terms of the line of credit. He doesn't think they should run operating funds out of the line of credit. It's a poor way of managing operating funds. For that reason he really thinks they need to concentrate on raising our reserve fund and the cash levels because he thinks our working capital is inadequate. We shouldn't have to pay $70,000 in interest to run the operations of the city on a yearly basis. A lot of the issues are the sewer and water deficits, and the timing of paying bills like the outside agencies. He would like to see the city not have to borrow anything and be able to fully fund our operations. If not, he thinks the school should be required to pay some of that $70,000 to us because it is mainly derived from a deficit based on school spending and we shouldn't have to bear the lion's share of that $70,000 in interest expense.

City Manager Fraser said that is an argument that takes place statewide. It is crystal clear that the school does not have to pay. It's the city's duty to provide the funds. The city is the recipient of the cash and we shall pay the school fund in the end.

Finance Director Gallup said there are years where you can borrow and invest and make money or break even, but that hasn't been the case in recent years.

Council Member Golonka said they had those options with regards to going with the Community Bank or TD Bank and it wasn't going to happen. She at that point said it was much more risky to do that as well.

Finance Director Gallup said when you are trying to project within the fiscal year what the interest rates are going to be and you have to make some decisions based on that, and sometimes bankers help you with that. When they borrowed the $5 million the last reappraisal we made money.

Council Member Golonka said he thinks Finance Director Gallup does a wonderful job at this, but we have way too little working capital for running a city this size.

City Manager Fraser said this is a struggle everywhere. We have parking tickets and different fees that come in during a course of the week, but really our income comes in four times a year with our tax bills and water and sewer bills. Unless we just set our billing dates due July 1 and get the cash coming in right at the beginning of the fiscal year.

Council Member Golonka said he thinks it is compounded by the fact that water and sewer is paid three months after the fact so we have three months where we are carrying the water and sewer fund. We have always had a half million dollar deficit in the water fund towards the cash flow.

City Manager Fraser said they do in the general fund, too. We don't collect our first payment in the general fund until two months into the fiscal year and we are still paying the schools.

Finance Director Gallup said we have approximately $43 million going through our books.

Council Member Jarvis asked if they were bound with their duties for property taxes and water and sewer. Can they shift those at all?

City Manager Fraser said they are bound by when the grand list gets filed. Assessments as of April 1st, which is the law, and even normal years when there are home sales it is into May or early June before the grand list is finalized and filed.

Council Member Jarvis asked what if they pushed it back so the last payment comes to the end of the fiscal year.

Mayor Hooper said the biggest issue is what they need to have for the schools.

City Manager Fraser said typically in the summer they do a lot of repairs to their buildings so there are a lot of high maintenance costs during July and August and all of their supplies are coming in. That is their start up period so they have a lot of front load costs.

Council Member Weiss asked if that transaction could be considered a city loan to the school system.

City Manager Fraser replied no. This has been a political discussion about whether or not this should be collected by the state and paid because it is a statewide education tax. In some years the cities have done well, but there are penalties. There are times when the money is due the state and we haven't collected it from the citizens and still have to pay it to the state. Montpelier early on in that debate came down strongly in favor of keeping the collection local because we thought we could serve our residents better. Over time as state education requirements have changed and the state has taken over more and more in the education area he wouldn't be surprised that some time soon the municipalities will actually adopts a policy of urging the state to take over the entire education tax.

Council Member Golonka said he thinks the city should have a plan over a 5-year period or a 10-year period to get to a level where we have $1 or $2 million in the fund balance. Obviously, solving the problem with the water and sewer would go a long way in increasing cash. Timing of outside agency payments would potentially mitigate some of this.

Council Member Weiss said as certain community in Washington County for the outside agencies says if it is voted in March of 2010 it won't get that money until FY'12.

Mayor Hooper replied that would crush some of the agencies that rely on this funding. She is definitely a supporter of having a fund balance and having it at a correct amount. She would be remiss to note that she has certainly heard from members of our community that think we should not have a fund balance and should only collect enough money from the taxpayers who cover our actual bills, and if we need more we can come back and ask for more.

10-195. Taxi Rates

Council last updated taxi rates in 1996. There is interest in starting a new cab company in Montpelier, but the 1996 pricing is out of date and Council is being requested to increase the allowed rates as follows for the first two passengers:

Zone 1: up to $4.50.
Zone 2: up to $5.50.
Zone 3: up to $6.00.

Plus $2.per mile. Additional passengers would add $2.00 per passenger ages 12 and up, and $1.00 per passenger ages 3 to 11.

Flat Rate Charge between Montpelier and Berlin/Barre each way of $10.00.

Waiting Charge - $7.00 per hour and shall start after the first 5 minutes.

Luggage: No charge for the first two (2) pieces. $1.00 per piece thereafter.

Groceries: No charge for the first five (5) bags – more than 5 bags would be a flat rate of $2.00.

Additional requested stops along the route by the passenger would be $1.00 per stop.

Council has been provided with a map and the 1996 pricing.

Discussion; possible voting action.

Assistant City Manager Hill said a person came into the office and talked about starting a taxi cab company and expressed concern about the taxi cab rates. She suggested that he come up with a proposal. City Clerk-Treasurer Hoyt had provided a copy of the map. We have one cab company licensed to operate in the City of Montpelier. Most of the cabs around here are licensed in Stowe or Burlington. This one taxi company wants to start a business and based on the area and need this is what he is asking the Council to increase the rates to. Over the years we have had calls asking where people can find a taxi in Montpelier. If there was a taxi available there are a lot of people who would hire them to be picked up or run errands for them. Of course, we don't have the type of supermarkets that you could call your order in.

Council Member Jarvis asked if the rates were in the ordinance but just set by Council.

Mayor Hooper said she would like to have some feedback from users of the cabs in the town.

Chris in the audience said there are two cab companies that are fairly active here in Central Vermont and they average about 20 calls per day. They run out of Washington County. He takes one five days a week to his job and pays about $15.00 per day which is about 70 cents per mile. That is for a round trip. Because it is a constant pickup he is charged a flat rate. If he receives another call to go to St. Johnsbury he has to turn the trip down because he has a contract with him. Both cab companies do go and get groceries for people. They do local super market runs for people, trips to the Post Office, etc.

Mayor Hooper said if there was a contract for a service and the city changed the rate, what would that do to his contract?

Chris said it would be a question for the operator of the cab company. The rate depends where you are going in Barre because if you are going all the way down Elm Street to way up Washington Street in Barre as opposed to right in the city of Barre it would vary. He doesn't know if it a good idea to have a fixed rate between two cities. He feels it would be better to default back to the actual mileage.

Mayor Hooper asked if the Council needed to gather more information in order to do this.

Council Member Hooper asked why they don't say everyone operating a cab needs to have a posted visible schedule of rates which they can also bring to the Police Department when it changes.

Council Member Jarvis said they could temporarily approve the rate changes while they consider what to do.

Council Member Sheridan said they should just approve it, and if people complain they can bring the issue back up.

Chris said a taxi company provides a transportation service. There are multiple taxi companies in the area; it isn't monopolized. You essentially have a choice as to which taxi company you are going to take, and most of the time it is based on price. There are two main taxi companies that operate between two and three cabs, and there is one based about a half hour out of town that is often in the Barre area. He doesn't know what the original idea was about setting rates. Maybe it is so the taxi company isn't charging unfair amounts. The customer will call the taxi company and ask how much, and a lot of times they will hang up and call the other company and then call back to schedule a ride. It would make sense to allow the cab companies themselves to set their own rates and submit it to the Police Department.

City Manager Fraser said there has been a proposal submitted for a specific fee schedule. The Council could set the rates up to that amount specified in the City Council Agenda and if somebody wants to charge less they can.

Motion was made by Council Member Jarvis, seconded by Council Member Golonka to set the rates up to the amount specified in the agenda item. The vote was 6-0, motion carried unanimously.

10-196. Vermont League of Cities and Towns (VLCT) Voting Delegate:

The VLCT Annual Business Meeting will be held Thursday, October 7, 2010 from 2:15 to 4:30 P.M. at the Robert E. Miller Expo Center, Champlain Valley Fairgrounds, Expo North Room A.

Council needs to elect a voting delegate and alternate.

Motion was made by Council Member Sherman, seconded by Council Member Jarvis to elect Council Member Hooper to be the voting delegate at the VLCT Annual Business Meeting. The vote was 6-0, motion carried unanimously.

10-197. Economic Development – Consider economic development and roles the city can play in guiding or supporting development.

General discussion and direction to staff.

Mayor Hooper said her interest is to have the Council say broadly and generally what it is we mean by economic development. She wanted this conversation in response to the continual conversations they have on the side about economic development. She has heard two broad things. One is we mean housing and the other half is commercial development. We do a lot in this community already in the arena of economic development and we should pat ourselves on the back for a lot of what we have done. The Master Plan also talks about economic development and any person you talk to will have a particular strategy we should follow.

Council Member Jarvis said she doesn't like the idea of choosing. For her she is thinking about what her goals are rather than the means. For instance, one of her goals is increasing the tax base which which mean housing as much as it mean commercial development. There are also other issues of job creation, excess capacity with water and sewer and schools. Schools obviously is a residential issue.

Council Member Hooper said presently they have two and a half times as many jobs as we have people. We have a lot of people commuting and a lot of people who could benefit from living here right now and supporting the town more than just buying lunch on State Street. That is why he is leaning towards the residential side of the equation.

Council Member Sherman said they are inseparable and they have to talk about both.

Council Member Weiss said to him economic development is how the city reduces its exorbitant bond ratio debt to the population. There is $3 million in bond debt which places us first or second in the state of Vermont in the ratio of bond indebtedness to population. Carrying a huge debt does not help economic development.

Council Member Golonka said the city needs to increase the grand list and become more attractive so people can afford to live here. How we get there is very difficult. Any time a proposal comes before the Council it doesn't go anywhere so it is difficult to get there. Everybody talks about bringing in business but there is really no action so it is very frustrating. He would love to see a plan where we would have a certain amount of homes built. He agrees with Alan that the city has a huge amount of debt and our tax rates are prohibitive because of it. He would love to have Sam Matthews come in and explain what our options are and what would be a good first step. We need experts like CVDC to help us sort through this process.

Mayor Hooper said her problem is that economic development means something different to every single person. She is hoping to choose an area they could focus on and understand more about that particular area and work on a plan associated with it. Our debt ratio is a whole other conversation.

Council Member Sheridan said there is very little they can do, but there are two areas where they can actually do something. Housing and economic development are linked. People need two things; they need a place to live and they need a job. The two areas where the Council can actually do something that maybe wouldn't require a lot of staff and money is what could they do about incentives to help them come here and what can they do about barriers that stop them from coming. We don't have money to establish something to work on this. At the Housing Task Force meeting they talked about barriers. Nobody talked about incentives, but we could look into that. There was a drug rehab clinic on Downing Street and immediately received calls about that. Again, that was "not in my backyard" barrier to business. We heard about the two family that wanted to do the single family homes from a neighborhood of single family homes. In some cases the barriers are the same. Everyone knows that some day we probably should have a homeless shelter but no one wants it around them.

Mayor Hooper reminded Council Member Sheridan that the people who were invited to the Housing Task Force meeting were housing developers specifically. They were there to talk about housing related issues.

Council Member Weiss said on August 25th and September 8th the Council is going to be looking at the Master Plan and he wonders what is in the Master Plan that relates to economic development.

Planning Director Hallsmith said in the hearings leading up to the Master Plan both Sarah Jarvis and Tom Golonka had raised questions about the financial incentives that had been identified in the Master Plan. Obviously, providing incentives has a budgetary impact. They went through the entire plan and identified all of the places they had talked about incentives and made a list. There is a whole chapter on Economics and Livelihoods in the Master Plan. She was surprised going through the stakeholder process because the same debate they are having tonight on whether to focus on commercial development or housing is an important question, and they are linked. There are different strategies to achieve both of the goals as well. One of the things she found encouraging about the priorities that people in the city made is people identified green jobs as the top priority for the city. Housing is another very important priority. They talk about economic well being and meeting peoples' needs. Food is actually one of the more unusual categories in our economic development strategy for a city to undertake, but it was a very important piece of the economic development planning we were doing, and it is because it is a very important human need that right now we import a lot of it. Ninety-five percent of the food that Vermonters eats come into the state from outside the state when in fact even 50 or 75 years ago we were in the export group. If you look at the mix of critical human needs like food, energy, and housing and look at the ways we are sending money outside of the city now, and ways we could replace that money we are sending out with things we do here or we do locally, that is really a critical strategy for the city to consider.

City Manager Fraser said the Master Plan process then translates into zoning and that is where you get into the barriers and incentives of choosing what you want and creating the regulations that will allow that to happen in the way you want it to happen. Think about the ends you want and we do need to keep it simple. The city spearheaded Stone Cutters Way which created opportunities for development. The city is taking the opportunity to put together a project like 58 Barre Street and converting it into housing opportunities. We are working with the Housing Trust Fund to support a goal. Do we need to change our zoning for that? Do we need to put more money into the Housing Trust Fund? Do we need to buy and sell property? Raising the grand list is a good goal. We have done a study that shows we have water and sewer and most of our services could handle additional housing. Creating a good office park zone with good water and sewer would go a long way. Jim is right that people want good housing and good schools for their children.

Council Member Weiss said we have a marvelous economic driver before us right now with energy. If we take the information given to us and get the citizens to invest x number of dollars in a bond, in 12 years we will have an income provider which will give a good amount of money annually with which to use to do some of the other things with housing and other development.

Mayor Hooper said when they did the citizen survey it said to increase housing. We have all talked about the need to increase housing and talked about our excess capacity. What are the barriers? What are the different strategies? What are the incentives we can create? We need to pick the next effort, and she would like to suggest that is housing.

Council Member Sherman said they did that for Sabin's Pasture.

Mayor Hooper said she thinks her failure with Sabin's Pasture was not to engage City Council sufficiently in that process. The Council and other members of the community went out and developed a plan but they didn't sufficiently invest other folks in the plan.

10-199. Council Reports.

Council Member Hooper reported that EC Fiber is looking to privately raise \$1.2 to \$1.5 million for the project. They don't call it "pilot" because the big financiers don't like the idea of pilot projects before they put their money in. This is Phase 1. They are going to build a head-in for phone and internet and doing a 20 mile fiber loop.

Council Member Sheridan reported there was a Senior Services Committee meeting and they made some headway. There is an oversight committee and established four subcommittees who are tasked with various things that they hope to move forward with.

Council Member Sherman said members received an e-mail from Chris Cole who is the Manager at Green Mountain Transit and CCTA about a Montpelier circulator. This came to us because it was on the GMT board agenda for the August meeting. Chris Cole calls it the loop brief because it has to be approved by AOT but the person who will approve it at AOT has been a very active member on the GMTA Board so there is expectation he will look favorably on this. It could bring a very low cost or free circulator that really goes places within the city and the preliminary plan is to start in January 2011. Chris Cole and Nancy Wasserman are willing to come to the Council and talk more about this. It ties into the Master Plan. Harris Webster and people who are advocates of pedestrian friendly sidewalks are going to come to a Council meeting with a resolution about outside falls. They have been working with Todd Law so when people find rough split places in the sidewalk they report them directly to Public Works and they are hoping that sidewalks will be safer.

Council Member Jarvis said the Senior Services Coordinating Committee has established four subcommittees – Finance, Governance/ Administration, Services and Facility. They have figured out what kind of folks they want to serve on the subcommittees. It felt like a very productive meeting.

10-200. Mayor's Report:

Mayor Hooper said in her view part of their talking about the city needs to be the Council Members saying what they all believe that this is a great place to live, work and raise a family. Sometimes we are too apologetic about that. It is an amazing community where the people of this community provide extraordinary services to each other because they care deeply about the quality of life that we are creating and supporting here. That is something to really be celebrated.

10-201. City Clerk-Treasurer's Report:

City Clerk Hoyt reported that the Primary Election was on Tuesday, August 24, 2010. There have been over 200 people who have already voted. There will be a meeting of the Board of Civil Authority on August 19th.

10-202. City Manager's Report:

City Manager Fraser said every year we talk about doing a Council photo for the Annual Report outdoors in better weather rather than doing it in City Hall in the middle of January. We might want to think about a fall photo in Hubbard Park or another spot in the city.

We have talked many times about looking at street lights and the cost and doing a study. Honeywell is willing to do a study.

Assistant City Manager Hill said she is starting to receive calls from people looking for their tax bills. It is their hope to have the tax bills out by the end of August. The first tax payment is going to be due October 1st. The second payment will come only six weeks later on November 15th.

Adjournment:

After motion was duly made and seconded by Council Members Sheridan and Hooper the council meeting adjourned at 9:20 P.M.

Transcribed by: Joan Clack

Attest: ________________________________
Charlotte L. Hoyt, City Clerk

CITY OF MONTPELIER, VERMONT

- THE SMALLEST CAPITAL CITY IN THE UNITED STATES -

Mayor Mary S. Hooper

City Council:

Tom Golonka
Andy Hooper
Sarah Jarvis
Jim Sheridan
Nancy Sherman
Alan Weiss

William Fraser,
City Manager
wfraser@montpelier-vt.org

Beverlee Pembroke Hill
Assistant City Manager
bhill@montpelier-vt.org,

MEMORANDUM

To: Mayor Hooper & City Council Members
From: William Fraser, City Manager
Re: November Municipal Election deadlines and dates
Date: August 17, 2010

The City is contemplating holding a Special City Meeting election on November 2nd to coincide with the State of Vermont General Election. Possible items to be placed on the municipal ballot include a bond vote for the district energy plant and three charter changes (appointed treasurer, district heat/PACE authorization and merger with Berlin Fire District #1.)

These actions require consideration of three different and distinct processes as required by both charter and general statute: 1) warning a special meeting; 2) charter change process; and 3) bond vote process. The city must coordinate its schedule to meet all three of these processes concurrently.

An additional wrinkle is the expanded opportunity for early voting in the State's general election. The State expects to have ballots ready for early (absentee) voting by September 17th – 45 days prior to the general election. Obviously the city ballot will not be finalized, printed or publicly available by September 17th. The city needs to assure that early state voters have a full opportunity to vote in the city election and be informed that it is happening.

I met this morning with Attorney Paul Giuliani, City Clerk Charlotte Hoyt and Mayor Mary Hooper to work through these details and schedule. We developed the following timeline and process. I will review this with you at next week's meeting.

September 8 – Council will review drafts of all possible ballot items (including bond vote) and make initial changes as desired. Language for any proposed charter changes must be voted upon and filed with the City Clerk.

September 17 – State General Election ballots will be available for early voting. People requesting early ballots will be given a notice of the city election on November 2nd which will contain a brief description of the possible ballot items, information that a city ballot will be mailed to them and providing instructions on how to return the city ballot.

September 22* – Council must hold the first public hearing on the proposed charter changes. Council can vote to warn the special meeting for Tuesday, November 2nd. Council can adopt the necessity resolution for a bond vote. Council can conduct a public hearing on the proposed warning. Council can adopt the warning (ballot) for the November 2nd hearing.

****September 29*** – If, after the public hearings, the Council is not ready to make final decisions on charter language or other ballot language on the 22nd, the option exists to have a special Council Meeting on or before the 29th to adopt the final language and take all other actions listed in September 22nd. Note – the statute allows for up to 20 days after the first public hearing for revisions to proposed charter changes (October 12). Given requirements for other aspects of this process (bond time line, warning the meeting, ballot printing, etc), it is impractical if not impossible to use the full 20 days. However taking seven days from the 22nd to the 29th can still allow for all deadlines to be met. It will simply delay the time when municipal ballots are available. **Everything must be finalized by the 29th.**

October 1 or October 8 (approximately) – City ballots will be printed and available to the public approximately a week and a half after final adoption by the City Council. Municipal ballots will be mailed to everyone who has previously taken out an early ballot to date and will be provided, along with the state ballot, to any early voters from this date forward.

October 12, 19 and 26 – City must publish formal notices of the bond vote and the proposed charter changes in the newspaper.

October 13 – Nothing is required of any of the legal processes at this meeting although there is nothing to prevent holding an informational session.

October 27 – Council must hold a public information session about the proposed bond vote. Council must hold the second public hearing on the proposed charter changes. Unlike the first hearing which is designed to take public comment for the purpose of either changing the proposal or discontinuing it, the second hearing is designed for the council to explain the proposal to the voters and to allow for a public discussion about the pros and cons of the proposal.

November 2 – General Election Day and Special City Meeting day. Polls open from 7:00 AM to 7:00 PM.

Beverlee Hill

From: Alan Goldman [goldiefun@msn.com]

Sent: Tuesday, August 17, 2010 1:14 PM

To: Beverlee Hill

Subject: RE: Please consider me for another term

Hi Bev!

Thanks for the heads up.

Please pass on my formal request and thanks to our City Council for considering my reappointed to the Planning commissioner for another two years. If they so choose I would be pleased to serve again.

Sincerely
Alan Goldman

Jesse L. Moorman

15 Terrace Street • Montpelier, VT 05602 • (802) 371-8740 • Moorman.JL@gmail.com

August 18, 2010

VIA E-MAIL
William J. Fraser
City Manager
City Hall - 39 Main Street
Montpelier, VT 05602

Dear Bill:

Please know that I am interested in being reappointed to the Planning Commission. It has been a pleasure and a privilege to serve on the Planning Commission for the past two years and I would gladly continue if reappointed by City Council.

Sincerely,

Jesse L. Moorman

City Hall
Office of the city manager
39 Main Street
Montpelier, Vermont 05602
802.864.6844

August 17, 2010

Dear William,

I am writing to express my interest of continuing to serve a on the Planning Commission in Montpelier for another term. I have enjoyed this past year and contributing to the development of the new Master Plan. I am also looking forward to the work ahead this year involving the Floodplain Zoning, Multi-Modal Transit Center, District Energy Plant, Senior Center, Turntable Park and the REACH program

Thank you for your time and if you have any questions please don't hesitate to contact me.

Regards,

Missa Aloisi
802.793.9840

flip

CITY HALL

CITY *of* MONTPELIER *Vermont*

THE CAPITAL CITY OF THE STATE OF VERMONT

MEMO

TO: City Council
FROM: Planning Commission
RE: Report on Montpelier Master Plan
DATE: July 7, 2010

Title 24 of the Vermont Statutes, Chapter 117, Section 4384 requires the Planning Commission to prepare a report on changes to the Master Plan describing how they meet the goals of 24 V.S.A. Chapter 117, Section 4302, which were enacted as part of Act 200.

Pages 17 – 19 of the Montpelier Master Plan address how the Act 200 goals are met in the Master Plan, referencing the Chapter that covers each goal, and in most cases, the exact pages of the plan that speak to the way the city will meet the goals. The required report has therefore been an integral part of each draft of our Master Plan, and is included herein as the report to the City Council.

While there are areas of the city where inclusion in the future Smart Growth District are contemplated that are not currently in the Growth Center as determined by the State of Vermont, the underlying designation of the land has not changed, and it is the opinion of the Planning Commission that the more extended report envisioned in Chapter 117, §4384 (c) is not required for these areas.

This report was approved by a majority of the Montpelier Planning Commission on July 7, 2010.

From: gwenns@gmail.com [mailto:gwenns@gmail.com] **On Behalf Of** Gwendolyn Hallsmith
Sent: Sunday, August 01, 2010 7:44 PM
To: Richard Sheir
Cc: William Fraser
Subject: Re: Formal Request To Sit On The City's Planning Commission

Thanks. Richard!

The appointments are made by City Council, and I believe the appointments will be made at the meeting on August 23rd.

Just for your information. we don't have an issue with too many long-term members on the Planning Commission at this point; we've had a lot of turnover in the past three years. That's partly because it's a lot of work. We've been updating the Master Plan, right now we need to bring the city into compliance with the national floodplain rules, and we're moving into a major overhaul of the zoning regulations. So new Planning Commissioners need to plan to attend between two and four meetings a month over the next couple of years.

Cheers, Gwen.

On Sun, Aug 1, 2010 at 6:38 PM, Richard Sheir <dharma@comcast.net> wrote:
While running for City Council last spring, I advocated term limits for members of city boards and commissions to get a diversity of opinion on the various boards and commissions. I was told in private by almost all sitting city council members that the reason that reappointments happen over and over is because no one new applies for the positions. I assume they are right.

I am asking to be appointed to one of the three positions that will come open in August; preferably the position of the person who is the most senior on the Planning Commission. Philosophically, I advocate a limited role for the city in planning matters not only to spur individual and corporate investment but creativity as well. Hundreds of uncoordinated individual design decisions create much more interesting results than required and restrictive design overlays would ever produce and would result in a far more vibrant and dynamic city. This point of view is not currently represented on the Planning Commission.

Last January, I publically stated that we need new people on the boards and commissions; not people reappointed over and over or people moving from one commission to another. I am now stepping forward to help create the diversity of opinion I advocated. I've never served on a city commission or board

before. I come with fresh eyes.

Let me know if you want me to appear before Council in direct advocacy of my appointment.

Richard
249-1481

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Gwendolyn Hallsmith. Director
Department of Planning and Community Development
City Hall
39 Main Street
Montpelier, VT 05602
ghallsmith@montpelier-vt.org
802-223-9506

Request for Public Safety System Design Financing: $2,500

The Public Safety committee has explored three options for designing a service delivery system that could provide: *an affordable, integrated, efficient system of public safety services (fire, police, ambulance, dispatch) that protects public welfare and provides rapid responses with highly qualified personnel when emergency situations arise.*

1) International City/County Management Association consulting assistance – estimated cost per service about $40,000. Four services simultaneously might be as little as $80,000.

2) Brian Searles (assisted by Gary Margolis) taking lead with Committee - Estimate $5,000.

3) Committee with guidance from various experts willing to donate – no charge.

The first was dismissed for obvious reasons. The third would have limited credibility with local providers or government officials even if the committee was actually able to design a workable system in a reasonable timeframe.

Searles and Margolis are experienced in Vermont public safety issues. They have some familiarity with Central Vermont and can look to a Nov-Dec time line.

If they can achieve the goal of: *A workable service delivery system that identifies the total personnel, equipment, facilities/locations, and deployment pattern (and therefore annual budget) needed to provide NewTownCity with quality police, fire, ambulance and dispatch services*, then the committee, with additional assistance, can offer a credible analysis of how what's in place now compares to an alternative structure for providing quality services. This information alone can return the small investment many times over.

Even if no formal action followed, the proposed system could offer significant benefit in evaluation of future equipment purchases, job descriptions, and/or facilities development, including such considerations as interdepartmental standardization, cooperation, collaboration, and/or sharing of resources. It could help identify:

- **A model to target**
- Underutilized specialists
- Equipment overlap
- Equipment deficiencies
- Skill deficiencies/shortages
- Service improvements
- Existing strengths
- Collaboration opportunities
- Potential cost savings

Assuming we can firm up a sound agreement and assuming we reach the goal of a quality design; then the analysis of systems, obstacles, and processes for moving forward come into play. We are optimistic this will cost no more than the remaining $5,000, but there is little doubt there will be costs. The committee has been, and will continue to be very frugal. It believes the requested amount is as little as is practical for such an effort – even with the overwhelming degree that it has been citizen-led and without funds to date.

Brian Searles is currently director of aviation at Burlington International Airport. He was schooled in the Burlington area, attended Champlain College and holds master's degree from St Michael's College. Searles spent two decades in police work before being selected to head the Vermont Criminal Justice Training Academy in Pittsford. He left to become police chief in South Burlington where he served for five years and led the department through accreditation. From there, he accepted a post in the Howard Dean Administration, the first of several positions that spanned the next decade and included secretary of transportation. He was city manager of St. Albans before hire by the airport.

Dr. Gary J. Margolis has served as the Chief of Police at the University of Vermont and State Agricultural College for the past decade. The post follows a distinguished 20-year career in public safety. He has served as a police executive, police officer and deputy sheriff, and police academy administrator. He is a partner in the consulting firm of Margolis-Healy & Associates in Richmond, VT, designing campus security for clients nationwide.