# **REGULAR COUNCIL MEETING Tuesday, September 28, 2021, 7:00pm**

### This is a Hybrid Meeting (In-person and Virtual) Council Chambers City Hall

Join Zoom Meeting

https://zoom.us/j/95158084622?pwd=dWdScjg0d3M2YjZFOTdBMkJUNnhVQT09

Meeting ID: 951 5808 4622 Passcode: 887370 One tap mobile 929-205-6099

Page No.	Age	Agenda					
J	1.						
	2.	Adjustments to the Agenda					
	3.	Conse	ent Agenda				
		A.	Approval of Minutes of the Regular City Council Meeting September 21, 2021				
		B.	Approval of City Warrants from Week of Wednesday, September 29, 2021				
8		C.	Clerk's Office Licenses and Permits				
9		D.	Authorize Submission of Design Implementation Block Grant (DIBG) Letter of Commitment for Auditorium Stormwater Mitigation Project				
		E.	Approval of Strategic Planning Facilitator RFP				
10		F.	Authorization to Engage TIF Parking Consultant				
31		G.	Accept Elks Club Donation for FY23 Community Picnic				
32		H.	Accept Resignation of Marichel Vaught from the Diversity and Equity Committee				
33		I.	Accept Resignation of Alexander Raeburn from the Police Advisory Committee				
	4.	City Clerk & Treasurer Report					
	5.	Liquor Control Board					
	6.	City Manager's Report					
	7.	Visitors and Communications					
	8.	Old Business:					
34			A. Discussion and/or Acceptance of BOLA Policy (Police Advisory Committee)				
	9.	New	Business				
		A.	Neighborhood Revitalization Program (Zach Watson, Habitat for Humanity)				
43		В.	Vermont Affordable Housing Coalition Update (Justin Srsic)				
44		C.	Additional Affordable Housing Development in Barre City – A Call to Action (Plannir Commission members Amanda Gustin and Dave Sichel)				
53		D.	Locker Searches & Inspection Policy (HR Director)				
56		E.	Department Head Update and FY23 Budget Preview/Review (Chief Brent)				
66		F.	Preliminary Informational Review of the Twin Cities EMS Televate Report Assessment (Chi-				
00			Brent)				
	10.	Round Table					
	11.	Executive Session – As Needed					
	12.	Adjou	ırn				

Steven E. Mackenzie, P.E., City Manager

The portion of this meeting starting at 7:00 pm will be taped for re-broadcast on Channel 192 CVTV and will be re-broadcast on Wednesday at 9:00 a.m. and 12:00 noon

CVTV Link for meetings online — cvtv723.org/

#### OTHER MEETINGS AND EVENTS

Check the City Website for Meeting Warnings, Agendas, Meeting Location and Log-in Instructions.

#### Monday, September 27

Energy Committee, 5:30pm, Hybrid (ZOOM and Council Chambers)

#### Wednesday, September 29

All In For Barre, 6:30pm, Hybrid (Barre Auditorium and at this link: bit.ly/ForBarre)

#### Ground Rules for Interaction with Each Other, Staff, and the General Public

- Rules may be reviewed periodically
- Practice Mutual Respect
  - Assume Good Intent and Explain Impact
  - Ask Clarifying Questions
  - o If off course, interrupt and redirect
- Think, then A.C.T.
  - Alternatives Identify All Choices
  - Consequences Project Outcomes
  - o Tell Your Story Prepare Your Defense
- Ethics checks
  - Is it legal?
  - Is it in scope (Charter, Ordinance, Policy)?
  - o Is it balanced?
- "ELMO" Enough, Let's Move On
  - Honor Time Limits
  - o Be attentive, not repetitive
- Be open minded to different solutions or ideas
  - o Remarks must be relevant and appropriate to the discussion; stay on subject.
  - Don't leave with "silent disagreement"
  - Decisions agreed on by consensus when possible, majority when necessary
  - All decisions of Council are final
- No blame
  - Articulate Expectations of each other
  - We all deeply care about the City in our own way
  - Debate issues, not personalities
- Electronics
  - No texting/email/or videogames during the meeting



# City of Barre, Vermont

# "Granite Center of the World"

Steven E. Mackenzie, P.E. City Manager 6 N. Main St., Suite 2 Barre, VT 05641 Telephone (802) 476-0240 FAX (802) 476-0264 manager@barrecity.org

#### **MEMO**

TO: City Council FR: The Manager DATE: 09/24/21

SUBJECT: Packet Memo re: 09/28/21 Council Agenda Items

Councilors:

The following notes apply to packet support materials for the Subject Council Agenda:

**Adjustments to the Agenda:** No Adjustments at this time

#### **Consent Agenda:**

#### **General Note:**

The Consent Agenda is longer than normal this week. I wish to remind Councilors as to the intended use of the Consent Agenda. I use my best judgment as to which items appear to be straightforward, are likely to be perfunctory, likely require no discussion, and therefore are suitable for placement on the Consent Agenda.

That said, I appreciate individual Councilors may have questions or concerns at any time with an item that I can't anticipate, and may wish to take an item off the Consent Agenda to for discussion under the Regular Agenda.

#### Minutes: 09-21-21:

Carol has been at the Clerks & Treasurers Association conference all day Thursday and Friday, so minutes weren't available at Packet Deadline. I expect they will be available in the Monday Packet Addendum

#### Item 3. DIBG Auditorium SW Project - Design/O&M Letter of Commitment

The Council has previously authorized (July 27<sup>th</sup>) the preparation of a Design Implementation Block Grant in support of advancing the 3 acre Stormwater Mitigation Project at the Auditorium. This Consent Agenda item is for the Council to make a formal commitment of support (as required to support the Application) to proceed with the Design Phase, and ultimately, with the Operation & Maintenance Requirements once constructed and placed in operation. There is

no cash match required for this Design Phase. The local match will be provided by City staff (DPW Director, Planning Director, Manager) in the form of Grant administrative support.

The Application is being prepared by Pam DeAndrea, CVRPC Senior Planner and is due is due October 18<sup>th</sup>. Another application (next cycle?) will be required for Grant funding of the Construction Phase.

#### Item 3.E Strategic Planning Facilitator RFP

This item was not complete at Packet Deadline. I anticipate forwarding with my Manager's Report on Sunday

#### **Communications**

#### **Bare Opera House**

I have attached a letter from the BOH thanking the City Council for the 2<sup>nd</sup> of 3 installments in support of the Second Century Capital Campaign and Opera House renovations completed this summer.

#### **Old Business:**

#### 8.A BOLA Wrap Policy:

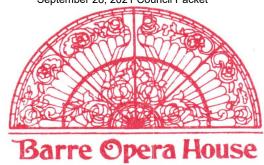
You may recall Council has previously approved the purchase of seven (7) BOLA Wrap "Remote Restraint Devices". This item is for Council acceptance of the *Deployment of Remote Restraint Device (Bola Wrap) Policy* as prepared by Chief Bombardier and reviewed/recommended by the Policy Advisory Committee. I understand the Chief and a member of the Committee will attend that meeting to provide an overview and answer any Councilor questions.

#### **New Business:**

#### 9.F Twin Cities EMS Televate Report Assessment

You may recall I forwarded last week this staff assessment memo regarding the *Central Vermont Public Safety Authority (CVPSA) Telecommunications Needs Assessment Report.* We have placed it on the Agenda for Tuesday to allow Chief Brent/Dpty Chief Aldsworth to review this memo for Councilor orientation in anticipation of a CVPSA overview presentation of the Televate Report at a joint Council meeting with the City of Montpelier, tentatively being scheduled for October 19<sup>th</sup>.

**Executive Session:** None scheduled



September 16, 2021

RECEIVED

Steve Mackenzie Barre City Council 6 North Main St Barre VT 05641 SEP 2 1 2021

BARRE CITY MANAGER

Dear Steve & City Council,

Thank you so much for your generous support of Barre Opera House's Second Century Capital Campaign. According to our records, you have made a 2nd payment of \$15,000.00 received on 9/15/2021 to your overall pledge of \$45,000.00.

We appreciate that you recognize the importance of Barre Opera House to Central Vermont and understand the role that a vibrant performing arts center has in delivering cultural and economic vitality with in the community. Your contribution to the Capital Campaign will help ensure that Barre Opera House remains strongly positioned to serve the community for generations to come.

Thank you once again for your wonderful contribution. With your help, the campaign is making excellent progress!

Sincerely,

Dan Casey

**Executive Director** 



Permit Administrator City of Barre 6 N. Main Street Barre, VT 05641 Phone: (802) 476-0245 Fax: (802) 476-0263

Permits to Council **Sep. 17, 2021 to Sep. 23, 2021** 

Permit#	Permit Type	Owner	Property Address	Permit Description
B21-000074	Building Permit	Anita Morel	70 Long Street	Addition of 6'x8' roof structure over front door.
B21-000076	Building Permit	Marcia Drake	189 Camp Street	Installation of new bathroom in basement. Recommend installing fan in bathroom to mitigate mold and mildew. CONDITIONS: City Electrical Permit must be obtained prior to construction. Basement window replacement must meet egress code (see attachment to permit.) Bathroom door must be a minimum of 34" wide.
E21-000114	Electrical Permit	Home Again with Pride, LLC	7 Second Street	EM-05004. Removed knob and tube and replaced with updated wiring in the basement only per electrician.



# City of Barre, Vermont "Granite Center of the World"

6 N. Main St., Suite 2 Barre, VT 05641 Telephone (802) 476-0240 FAX (802) 476-0264

September 28, 2021

Tom Kennedy, Executive Director Mounty Ascutney Regional Commission Post Office Box 320 Ascutney, VT 05030-0320

Re: Barre City commitment to provide operations and maintenance (O&M) for Barre City Auditorium Stormwater Final Design

Mr. Kennedy,

This letter is to serve as confirmation of the Barre City's commitment to forward the Barre City Auditorium project from 30% to final design. In addition, Barre City is committed to providing any necessary operations and maintenance (O&M) of the stormwater practice at the Barre City Auditorium per the requirements of the site-specific O&M Plan (as developed by the design engineer and as approved by the Vermont Department of Environmental Conservation). Barre City shall maintain the stormwater practice at the Barre City Auditorium for a period of no less than ten (10) years.

We understand that the Period of Performance under this grant program ends on **November 1**, **2023**. All work associated with the project will be complete and the subgrant will be closed-out prior to that date.

Please feel free to contact us with any questions or concerns.

Sincerely,

Lucas Herring, Mayor Barre City, Vermont



# City of Barre, Vermont

"Granite Center of the World"

### ACTION ITEM BRIEFING MEMO CITY COUNCIL AGENDA ITEM CITY COUNCIL AGENDA: 09-24-21

**Consent Item No.: 3.F** 

**AGENDA ITEM DESCRIPTION:** Authorization to Engage TIF Parking Consultant

**SUBJECT:** TIF Options Assessment Initiave

**SUBMITTING DEPARTMENT or PERSON:** City Manager

STAFF RECCOMENDATION:

Approve Selection of White & Burke/Staff Recommended Consultant

#### STRATEGIC OUTCOME/PRIOR ACTION:

Identification of Potential Downtown Re-Development Project(s) Parking Needs/Options

**EXPENDITURE REQUIRED:** \$20,000

**FUNDING SOURCE(S):** TIF Bond

**LEGAL AUTHORITY/REQUIREMENTS:** City Procurement Policy

#### BACKGROUND/SUPPLEMENTAL INFORMATION (ATTCHED):

Desman Proposal
Desman Terms & Conditions
White & Burke Review Notes
White & Burke Review Matrix

**LINK(S):** None

**ATTACHMENTS:** See above

#### **INTERESTED/AFFECTED PARTIES:**

#### RECOMMENDED ACTION/MOTION:

"Authorize the Manager to execute prove the TIF Parking Analysis Proposal submitted by Desman, Inc."

09-09-21

Steve, Carol & Janet,

#### **Proposals**

Attached are the three proposals for the parking assessment.

- They are all of similar quality, in my opinion.
- They hit the points we need them to hit and seem to have similar approaches.
- WGI sent along qualifications too, but I'm not including them here. Please let me know if you want to see them.

They range from \$20k - \$27k and will take between 6-10 weeks to complete.

#### My Opinion

- They are all very qualified professionals in this space. I don't think we'd go wrong with any of them.
- I liked Desman and WGI's approaches slightly more that VHB, but that could be really based on stylistic approach in the proposal.

#### Review Summary/Recommendation

- I have put together a table comparing the high points and citing a few pros/cons (see attached).
- Recommendation is to select the Desman Proposal as it is a satisfactory proposal and the most cost-effective at \$20,000

#### Stephanie

# Barre TIF -- Parking Assessment Proposal Comparison 9/8/21

Firm	Location	Cost Fixed Fee	? Expenses	Time	Visits/Mtgs	Other Considerations	Notes
DESMAN	Boston	\$20,000 Yes	Included	8 weeks	4-5	Included "investment into sustainable practices to mitigate projected parking demand while still allowing the project to move forward. This last item was not call out in the Scoping Document but referenced multiple times in the 2020 City Municipal Plan"	Pros: Very thorough and step-by-step. Has worked in area before (Montpelier). Cons: Slightly longer estimated time than WGI.
WGI VHB	Charlotte, NC South Burlington, VT	\$24,750 Yes \$27,630 No	Additional Included in estimate	6 weeks 8 -10 weeks	2 4		Pro: Mentions matrix for scaling up recommendations. Cons: Limits additional parking ideas up to three locations identified by City. Narrow and relies on us, not them.  Pros: Local. Cons: Possibly longest estimated time; most costly.



page 13 PARKING CONSULTANTS RESTORATION ENGINEERS GREEN PARKING CONSULTING

Stephanie T. Clarke Vice President White + Burke Real Estate Advisors 40 College Street, Suite 100 PO Box 1007 Burlington, VT 05402--1007

Thursday, September 23, 2021

RE: Barre City Parking Assessment

Proposal for Parking Study Services Barre, VT

Dear Ms. Clark:

Based on our prior conversation and the scoping document provided, DESMAN, Inc. (DESMAN) is pleased to submit our proposal to provide parking assessment services for the City of Barre.

#### **PROJECT UNDERSTANDING**

The City of Barre has made substantial investments in the prior decade to support invigoration and investment in their downtown. In 2011, the City completed a \$17.5M reconstruction of North Main Street as well as master plan for redeveloping Merchant Row which would improve upon and expand surface parking options along the south side of North Main Street, as well as introduce pathways for alternative modes of transportation. (Part of this project, known as Enterprise Alley, has already been completed). The City also has in hand the completed plans for improving North Main Street to Summer Street and the City is well-positioned to undertake additional work in the near future via its approved TIF District. The benefits of this work have already been realized in the development of City Place and the rehabilitation of the Blanchard Block.

At this time, the City is contemplating the best methods to maintain this momentum and incent developers to pursue opportunities to both redevelop existing space and introduce new construction into downtown. However, due to the limited constraints of the downtown, finding parking to support these projects is proving challenging. The City is seeking an assessment of each proposed development project to determine its 'parking price tag' and subsequent recommendations on how to best address those parking needs through a) reconfiguration of existing public parking assets, b) better management of existing public parking assets, c) introduction of new parking supply, or d) investment into sustainable practices to mitigate projected parking demand while still allowing the project to move forward. This last item was not call out in the Scoping Document but referenced multiple times in the 2020 City Municipal Plan.

#### **SCOPE OF SERVICES**

Based on the preceding, DESMAN proposes the following scope of services:

1. Schedule and facilitate a project initiation meeting to introduce team members, review the scope of work and proposed schedule, identify any key milestones, and establish lines of communication.



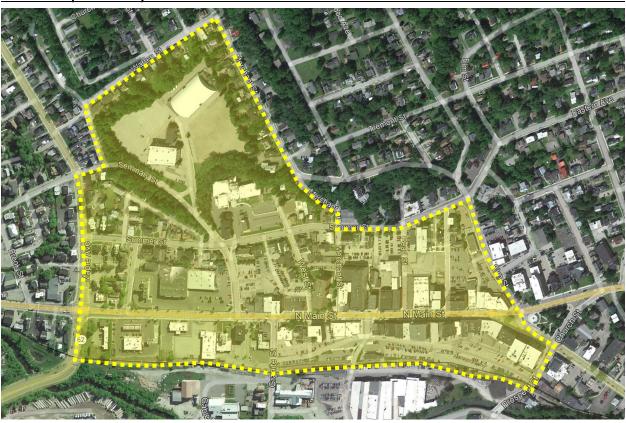
- 2. Conduct a parking supply inventory within the defined study area (see exhibit on the next page) noting the name, address, capacity, type of ownership and access, hours of operation, type of access control, and general condition of each parking asset.
- 3. Conduct baseline parking occupancy counts at 10:00 AM, 12:00 PM, 2:00 PM, 4:00 PM and 6:00 PM on a typical weekday and weekend day across all assets within the defined study area.
- 4. Conduct limited license plate inventories in select facilities to establish typical length of stay, turnover, and compliance with posted regulations.
- 5. Review the City's parking requirements per current Zoning.
- 6. Working with City staff, develop a land use inventory for each building within the study area identifying current land uses and occupancy of each.
- 7. Working with City staff, identify assumptions regarding emerging developments across the defined study area over the next ten (10) years.
- 8. Utilizing Urban Land Institute methodology and resources from the Institute of Transportation Engineers and the American Planning Association, develop a parking demand model calibrated to observed conditions in downtown Barre.
- 9. Apply emerging development data to the model to project potential impacts from proposed projects.
- 10. Identify, qualify, and quantify potential parking shortfalls associated with each development under current conditions.
- 11. Where shortfalls are indicated develop solutions which:
  - 11.1. Reconfigure existing public parking assets to produce more capacity to offset shortfalls.
  - 11.2. Revise public parking policy to address potential shortfalls within existing public assets.
  - 11.3. Introduces new parking facilities to provide adequate supply to offset the shortfall.
  - 11.4. Proposes other actions to mitigate the shortfall outside of the prior options.
- 12. For each proposed solution, provide:
  - 12.1. A narrative describing the solution.
  - 12.2. Action steps necessary to implement.
  - 12.3. A conceptual drawing (where appropriate).
  - 12.4. An estimate of conceptual cost to implement.
  - 12.5. A review of relative merits and liabilities.
- 13. Consolidate prior work, findings, and recommendations into a technical memorandum and issue a draft version to the City of their review.
- 14. Meet once with the City to answer questions and receive feedback regarding the draft submission.
- 15. Incorporate requests for revision and/or expansion into a final deliverable and issue to the City for their use.
- 16. If needed, attend one additional event to present the final deliverable.



#### PROPOSED STUDY AREA

Based on the location of the City's existing parking assets, the <u>2010 Merchant's Row Master Plan</u> and the <u>2012 North Main to Summer Street Master Plan</u>, DESMAN proposes to conduct our work within the area bounded roughly by Maple Avenue to the west, Warren Street to the north, Elm and Prospect Street to the east, and the railroad tracks to the south.

#### **Exhibit: Proposed Study Area**



#### FEE PROPOSAL

DESMAN proposes to execute the described services on a lump sum basis. We anticipate this effort will require roughly 144 hours of manpower and propose a fee of **TWENTY THOUSAND DOLLARS (\$20,000.00)** which includes customary reimbursable expenses for travel, lodging, printing, etc.

All other services requested outside the defined scope of services will be rendered on a time-and-materials basis at our standard Corporate Hourly Rates (attached).

#### PERSONNEL AND SCHEDULE

Andrew S. Hill will serve as the Project Manager for this engagement, with Gerald Salzman providing oversight as the Principal-in-Charge. Qualifications for both gentlemen as well as the firm will be furnished upon request.



DESMAN will require the City's assistance in executing the land use inventory across the defined study area and developing the emerging developments assumptions, but otherwise anticipates City officials will only be called upon to act in advisory capacity during the project's span.

We are prepared to commence on this scope of work within ten (10) business days of receiving formal notice to proceed. We anticipate it will take roughly eight (8) weeks from the date of the project initiation meeting to deliver a draft work product. This timeline incorporates anticipated interruptions for holidays as well as the current workload for the proposed Project Manager and Principal-in-Charge. Delivery of a final report will be subject to the client's review process.

#### **GENERAL TERMS**

Sincerely,

A copy of DESMAN's General Conditions has been attached to this Proposal.

Thank you for considering DESMAN to assist you on this endeavor. We look forward to participating with you in this effort. If you have any questions or require additional information, please do not hesitate to contact us.

Andrew S. Hill, Director of Consulting Services DESMAN Inc.
CC:

c:\users\ahill\desktop\barre vt\sclarke\_barre vt\_proposal for services\_06sept2021.docx

#### **ACCEPTANCE**

Trusting that you accept the terms and conditions stated herein and agree to limit our liability as stated in the General Conditions attached, please signify your acceptance by executing both copies of this letter proposal for Professional Consulting Services, retaining one original for your use and returning the other copy to us to serve as your notice for us to proceed.

Accepted and Approved For:	THE CITY OF BARRE, VERMONT
Ву:	
Title:	
Date:	



# **2021 CORPORATE HOURLY RATES**

The current rates listed herein are subject to adjustment in accordance with the normal salary review practices of DESMAN. Our current hourly rates for 2021 are as listed below:

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal	\$275.00
Associate/Project Manager	\$200.00
Senior Engineer/Planner/Architect	\$195.00
Engineer/Planner/Architect	\$175.00
Designer	\$155.00
Draftsperson/CADD Operator	\$125.00
Technician	\$120.00
Data Collector	\$75.00
Clerical	\$95.00
Attendance at Hearings/After-Hour Presentations	\$400.00
Expert Witness Testimony (including Depositions)	\$450.00
Litigation-Related Consulting (including preparation to testify)	\$350.00

**Note:** Rates effective through December 31, 2021.



#### STANDARD TERMS AND CONDITIONS OF AGREEMENT

The engagement of DESMAN, Inc. ("DESMAN") by the City of Barre ("Client") is under the following terms and conditions, as applicable, and is an integral part of the Agreement between Client and DESMAN.

- 1. Unless noted or otherwise requested, the fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
- 2. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement unless noted otherwise, and if requested, a retainer. All retainer amounts will be applied to the last invoice. A RETAINER OF \$ 0 IS REQUIRED BEFORE WORK CAN COMMENCE UNDER THE AGREEMENT.
- 3. Before DESMAN shall be called upon to provide its services there under, the Client shall provide DESMAN, in writing, with all necessary information to permit its proper performance of the services to be provided. DESMAN shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon.
- 4. The Client shall provide DESMAN with sufficient advance notice of required service so as to allow DESMAN a reasonable period of time to coordinate the assignment of its personnel. If DESMAN is required to delay commencement of its work, or is required to stop or interrupt the progress of its work due to action/inaction of Client, additional charges will be applicable and payable by the Client, which must be documented.
- 5. Payment is due upon receipt of DESMAN's invoices. Payment to DESMAN is the sole responsibility of signatory of this Agreement and is not subject to third party agreements. If payment is not received within thirty (30) days of receipt by Client, Client agrees to pay a finance charge on the principal amount of the past due account to one and one half (1 1/2%) percent per month. The Client agrees to pay DESMAN's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.
- 6. Invoice payments must be kept current for work to continue. If the Client fails to pay any invoice due to DESMAN within 45 days of the date of the invoice, DESMAN may, without waiving any other claim or right against Client, suspend services under this Agreement until DESMAN has been paid in full all amounts due DESMAN and/or any of its Consultants and Subcontractors.
- 7. DESMAN agrees to carry the following insurance during the term of this Agreement: Workmen's compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon request. If the Client requires insurance coverage or coverage limits in excess of DESMAN's normal policy coverage, and if such coverage is available, Client agrees to reimburse DESMAN for cost premiums to carry such additional coverage.
- 8. DESMAN's liability for any damage on account of any error, omission, or other professional negligence will be limited to a sum not-to-exceed the fee received under this Agreement. DESMAN, its agents and employees shall not be liable for any lost profits or any claim or demand against Client by any other party unless caused by negligence or wanton act or omission of DESMAN. In no event shall DESMAN be liable for special, consequential or exemplary damages. This provision shall supersede any other provision in this Agreement that may be deemed inconsistent with it. No action, regardless of form, arising out of the service under this Agreement, may be brought by the Client more than one (1) year after the act or omission-giving rise to a cause of action has occurred.



- 9. The Client shall indemnify, defend, and hold DESMAN, its officers, employees, and agents harmless from any and all claims, suits, losses, costs, and expenses, including but not limited to, court costs and reasonable attorney's fees arising or alleged to have arisen out of or to have resulted from the performance of DESMAN's work on or about the subject Project, and caused in whole or in part by any negligent, willful, or wanton act or omission of the Client.
- 10. In the event that either party brings any claim, suit, cause of action, of counterclaim against the other, to the extent that such party prevails upon such action, the non-prevailing party shall pay to the prevailing party the costs expended by the prevailing party to defend against such action including reasonable attorney's fees, witness fees, and other related expenses.
- 11. DESMAN shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of DESMAN.
- 12. In entering into this Agreement, Client has relied only upon the warranties or representations (a) set forth in this Agreement; or (b) implied in law. No oral warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and DESMAN.
- 13. Either party upon seven (7) days prior written notice may terminate this Agreement. In the event of termination without cause, DESMAN shall be compensated by the Client for (a) all services performed up to and including the termination date, (b) reimbursable expenses and; (c) termination expenses.

#### **CONSULTING AGREEMENT**

This Agreement is made this 24th day of September, 2021, by and between DESMAN, Inc. (the "Consultant"), a corporation organized and existing under the laws of the state of Delaware, and the City of Barre (the "Client"), an incorporated municipality located in Washington County, Vermont.

WHEREAS, the Consultant offers planning, financial, operational, policy, system design, and technology specification and acquisition assistant among its consulting services;

WHEREAS, the Client desires that the Consultant provide advice and assistance to the Client in his or her area of expertise; and

WHEREAS, the Consultant desires to provide such advice and assistance to the Client under the terms and conditions of this Agreement;

NOW, THEREFORE, the Client and the Consultant hereby agree as follows:

#### 1. Consulting Services

- (a) Subject to the terms and conditions of this Agreement, the Client hereby retains Consultant as a consultant and technical advisor to perform the consulting services specifically set out in Exhibit A attached to this Agreement and made a part hereof (hereafter referred to as the "Services"), as said Exhibit may be amended in writing from time to time, and Consultant agrees, subject to the terms and conditions of this Agreement, render such Services during the term of this Agreement. Such services shall be limited to the area of expertise described in Exhibit A (the "Field"), as amended in writing from time to time. Consultant shall render services hereunder at such times and places as shall be mutually agreed by Client and Consultant. Consultant's commitment hereunder shall not exceed 160 hours in total labor.
- (b) It is understood that the purpose of the Consulting is to provide technical assistance and advice relevant to certain Client matters, and that neither Consultant nor Client will benefit if Consultant provides inaccurate advice or commentary based on insufficient information. To that end, Client shall provide Consultant, in advance of meetings, with accurate, unbiased and sufficient information for him to review the subject matter thereof, and shall promptly provide further information that Consultant reasonably deems relevant to forming any pertinent conclusions relevant to the matter for discussion. It is expressly understood that Consultant has no fiduciary obligation to Client, but instead a contractual one described by the terms of this Agreement; that Consultant's role is to provide independent advice uninfluenced by commercial concerns; and that service as a Consultant does not require him to be an advocate for the Client in any forum, public or private. Client expressly agrees that under no circumstances will this role be compromised or inaccurately represented.

#### 2. Compensation and Reimbursement.

- (a) In consideration of the services to be provided by Consultant to the Client hereunder, the Client shall pay to the Consultant a total lump sum of \$20,000.00, which shall include all reasonable travel and other expenses Consultant incurs in connection with performing the Services.
- (b) Client shall provide any invoicing or other documentation requirements to the Consultant in writing in advance of initiating work, or be foreclosed from relying on such requirements and restrictions to deny payment. The Client shall pay to the Consultant invoiced amounts within thirty (30) days after the date of invoice.

#### 3. <u>Term of the Agreement</u>

- (a) The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement.
- (b) Should the project be suspended for reasons outside the Consultant's control before the completion of Services, the Consultant will remain bound by the terms of this Agreement for a period not to exceed six (6) months from the date of suspension of services, during which the Client may reinstate services without penalty. After the six-month period has expired, the Client agrees to compensate the Consultant for costs incurred to restart the project not to exceed 10% (\$2,000.00) of the contract value. Labor associated with this effort will be billed per the Standard Hourly Rates included as Exhibit B and direct expenses will be billed at cost.

#### 4. Late Payment

- (a) Payment is due upon receipt of Consultant's invoices. Payment to Consultant is the sole responsibility of signatory of this Agreement and is not subject to third party agreements. If payment is not received within thirty (30) days of receipt by Client, Client agrees to pay a finance charge on the principal amount of the past due account to one and one half (1 1/2%) percent per month.
- (b) Consultant reserves the right to suspend services for non-payment in excess of sixty (60) days of any invoice issued to the Client.
- (c) The Client agrees to pay Consultant's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.

#### 5. Termination

- (a) The Agreement may be terminated by either party upon written notice in the event of a substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have five (5) business days from the date of termination notice to cure or submit a plan for cure acceptable to the other party.
- (b) Client may terminate or suspend performance of this Agreement for the Client's convenience upon written notice to Consultant. If termination or suspension is for Client's convenience, Client shall pay Consultant for all service completed up to the date of termination or suspension.

#### 6. Independent Contractor Status.

(a) The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. The Consultant acknowledges and agrees that the Client will not provide the Consultant with any employee benefits, including without limitation any employee stock purchase plan, social security, unemployment, medical, or pension payments, and that income tax withholding is Consultant's responsibility. In addition, the parties acknowledge that neither party has, or shall be deemed to have, the authority to bind the other party.

#### 7. Indemnification

- (a) Consultant's liability for any damage on account of any error, omission, or other professional negligence will be limited to a sum not-to-exceed the fee received under this Agreement. Consultant, its agents and employees shall not be liable for any lost profits or any claim or demand against Client by any other party unless caused by negligence or wanton act or omission of Consultant. In no event shall Consultant be liable for special, consequential or exemplary damages. This provision shall supersede any other provision in this Agreement that may be deemed inconsistent with it. No action, regardless of form, arising out of the service under this Agreement, may be brought by the Client more than one (1) year after the act or omission-giving rise to a cause of action has occurred.
- (b) The Client shall indemnify, defend, and hold Consultant, its officers, employees, and agents harmless from any and all claims, suits, losses, costs, and expenses, including but not limited to, court costs and reasonable attorney's fees arising or alleged to have arisen out of or to have resulted from the performance of Consultant's work on or about the subject Project, and caused in whole or in part by any negligent, willful, or wanton act or omission of the Client.
- (c) In the event that either party brings any claim, suit, cause of action, of counterclaim against the other, to the extent that such party prevails upon such action, the nonprevailing party shall pay to the prevailing party the costs expended by the prevailing party to defend against such action including reasonable attorney's fees, witness fees, and other related expenses.

#### 8. Intellectual Property

- (a) All contracted deliverables (e.g. reports, specifications, memoranda, presentations, drawings, etc.) that is developed and produced under this Agreement is a "work made for hire" and will be the sole property of the Client.
- (b) Unless otherwise stipulated, all financial calculations and projections associated with the deliverables will be considered suitable only for internal decision making and unsuitable for seeking financing, funding, bonding, underwriting or the like. Client agrees to indemnify, defend and hold harmless the Consultant for any damages or losses arising from the use of financial calculations and/or projections without the Consultant's written consent.
- (c) Mechanisms used to produce the deliverables, including but not limited to templates, statistical and/or financial models, spreadsheets, and calculations under this Agreement will be considered the sole property of the Consultant unless otherwise indicated in Exhibit A.

#### 9. Confidentiality

- (a) Confidential information refers to any data or information relating to the business of the Client, its representatives, employees or their constituents which would reasonably be considered to be proprietary to the Client its representatives, employees or their constituents including, but not limited to, accounting records, budgets, tax records, personnel records, policies under review, or any other items not generally known and where the release of that information could reasonably be expected to cause harm to the Client and/or their representatives, employees, and/or constituents.
- (b) The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which they Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
- (c) All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is confidential information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

#### 10. Insurance

(a) Consultant agrees to carry the following insurance during the term of this Agreement: Workmen's Compensation, General Liability, Professional Liability and Comprehensive

Automobile Liability. Certificates of insurance will be furnished upon request. If the Client requires insurance coverage or coverage limits in excess of Consultant's normal policy coverage, and if such coverage is available, Client agrees to reimburse Consultant for cost premiums to carry such additional coverage.

#### 11. Conflict of Interest

(a) Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which could conflict in any manner with performance of services specified under this Agreement.

#### 12. Amendments

- (a) No alteration or modification of this Agreement, including Exhibits A and B hereto, shall be valid unless made in writing and executed by Consultant and the Client.
- (b) This Agreement may be modified or amended by the parties by execution of a document of equal formality.

#### 13. Assignment

(a) Neither Client nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Nothing contained herein shall prevent the Consultant from employing independent consultants, associates, or subcontractors; however, in such case, Consultant shall be responsible for performance of the Services.

#### 14. <u>Discrimination</u>

(a) Consultant agrees to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national original, ancestry or any other legally protected status. If it is determined that Consultant has violated this section of the Agreement, such violation shall constitute a breach of Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part, by Client.

#### 15. Enforcement

(a) The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

#### 16. Juridiction

(a) The laws of the state of Vermont and the laws, codes and/or ordinances of the City of Barre shall govern this Agreement.

#### 17. Authority

- (a) This Agreement supersedes any other prior written or oral agreements between the parties which are no specifically stated in this paragraph.
- (b) If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

#### 17. <u>Notice</u>

(a) Any notice or other communication by one party to the other hereunder shall be in writing and shall be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested), or transmitted by facsimile, addressed as follows:

If to Consultant:
Andrew S. Hill, Senior Associate
18 Tremont Street, Suite 300
Boston, MA 02108
If to the Client:

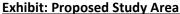
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

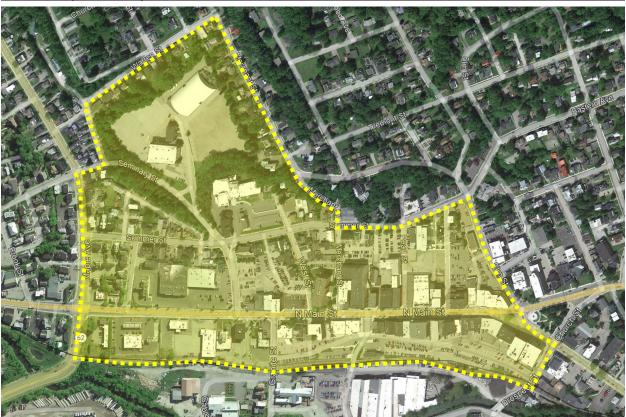
[CONSULTANT]	
Ву:	
By: [Consultant's Signature]	
Title: Senior Consultant	
Date: September 24, 2021	
[CLIENT]	
Ву:	_
[Client Representative Signature]	
Title:	_
Date:	

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#### Exhibit A - Description of Consulting Activities

Based on the location of the City's existing parking assets, the <u>2010 Merchant's Row Master Plan</u> and the <u>2012 North Main to Summer Street Master Plan</u>, DESMAN proposes to conduct our work within the area bounded roughly by Maple Avenue to the west, Warren Street to the north, Elm and Prospect Street to the east, and the railroad tracks to the south.





#### **SCOPE OF SERVICES**

DESMAN proposes the following scope of services:

- 1. Schedule and facilitate a project initiation meeting to introduce team members, review the scope of work and proposed schedule, identify any key milestones, and establish lines of communication.
- 2. Conduct a parking supply inventory within the defined study area noting the name, address, capacity, type of ownership and access, hours of operation, type of access control, and general condition of each parking asset.
- 3. Conduct baseline parking occupancy counts at 10:00 AM, 12:00 PM, 2:00 PM, 4:00 PM and 6:00 PM on a typical weekday and weekend day across all assets within the defined study area.
- 4. Conduct limited license plate inventories in select facilities to establish typical length of stay, turnover, and compliance with posted regulations.
- 5. Review the City's parking requirements per current Zoning.

- 6. Working with City staff, develop a land use inventory for each building within the study area identifying current land uses and occupancy of each.
- 7. Working with City staff, identify assumptions regarding emerging developments across the defined study area over the next ten (10) years.
- 8. Utilizing Urban Land Institute methodology and resources from the Institute of Transportation Engineers and the American Planning Association, develop a parking demand model calibrated to observed conditions in downtown Barre.
- 9. Apply emerging development data to the model to project potential impacts from proposed projects.
- 10. Identify, qualify, and quantify potential parking shortfalls associated with each development under current conditions.
- 11. Where shortfalls are indicated develop solutions which:
  - 11.1. Reconfigure existing public parking assets to produce more capacity to offset shortfalls.
  - 11.2. Revise public parking policy to address potential shortfalls within existing public assets.
  - 11.3. Introduces new parking facilities to provide adequate supply to offset the shortfall.
  - 11.4. Proposes other actions to mitigate the shortfall outside of the prior options.
- 12. For each proposed solution, provide:
  - 12.1. A narrative describing the solution.
  - 12.2. Action steps necessary to implement.
  - 12.3. A conceptual drawing (where appropriate).
  - 12.4. An estimate of conceptual cost to implement.
  - 12.5. A review of relative merits and liabilities.
- 13. Consolidate prior work, findings, and recommendations into a technical memorandum and issue a draft version to the City of their review.
- 14. Meet once with the City to answer questions and receive feedback regarding the draft submission.
- 15. Incorporate requests for revision and/or expansion into a final deliverable and issue to the City for their use.
- 16. If needed, attend one additional event to present the final deliverable.

#### FEE PROPOSAL

DESMAN proposes to execute the described services on a lump sum basis. We anticipate this effort will require roughly 144 hours of manpower and propose a fee of **TWENTY THOUSAND DOLLARS (\$20,000.00)** which includes customary reimbursable expenses for travel, lodging, printing, etc. All other services requested outside the defined scope of services will be rendered on a time-and-materials basis at our standard Corporate Hourly Rates

#### PERSONNEL AND SCHEDULE

Andrew S. Hill will serve as the Project Manager for this engagement, with Gerald Salzman providing oversight as the Principal-in-Charge. Qualifications for both gentlemen as well as the firm will be furnished upon request.

DESMAN will require the City's assistance in executing the land use inventory across the defined study area and developing the emerging developments assumptions, but otherwise anticipates City officials will only be called upon to act in advisory capacity during the project's span.

We are prepared to commence on this scope of work within ten (10) business days of receiving formal notice to proceed. We anticipate it will take roughly eight (8) weeks from the date of the project initiation meeting to deliver a draft work product. This timeline incorporates anticipated interruptions for holidays as well as the current workload for the proposed Project Manager and Principal-in-Charge. Delivery of a final report will be subject to the client's review process.

### Exhibit B – Standard Hourly Rates

The current rates listed herein are subject to adjustment in accordance with the normal salary review practices of DESMAN. Our current hourly rates for 2021 are as listed below:

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal	\$275.00
Associate/Project Manager	\$200.00
Senior Engineer/Planner/Architect	\$195.00
Engineer/Planner/Architect	\$175.00
Designer	\$155.00
Draftsperson/CADD Operator	\$125.00
Technician	\$120.00
Data Collector	\$75.00
Clerical	\$95.00
Attendance at Hearings/After-Hour Presentations	\$400.00
Expert Witness Testimony (including Depositions)	\$450.00
Litigation-Related Consulting (including preparation to testify)	\$350.00

**Note:** Rates effective through December 31, 2021.



# Barre City Police Department

## Chief Timothy J. Bombardier

15 Fourth Street, Suite 2 Barre, Vermont 05641-4476

www.barrecity.org

Tel: 802-476-6613 Larry E. Eastman, Jr. Deputy Chief of Police

To: Steven E Mackenzie, P.E., City Manager

From: Chief Timothy J. Bombardier

Date: September 22, 2021

Re: Donation to PD

Steve, Lodge number 1535 of the Barre Elks has donated \$100 to the PD I would like to have this money go to the community picnic fund in hopes that next year you can have a picnic.

Can you please add this to next week's agenda? Thanks

From: Marichel Vaught < <a href="marichel.vaught@gmail.com">marichel.vaught@gmail.com</a> Sent: Wednesday, September 22, 2021 6:02:14 PM

To: Lucas Herring < L. Herring@barrecity.org >

**Cc:** Steven Mackenzie <<u>manager@barrecity.org</u>>; Joelen Mulvaney <<u>joelenmulvaney@hotmail.com</u>>

Subject: Resignation from the Diversity & Equity Committee

# Dear Lucas,

It is with regret that I am writing to inform you of my resignation from the Barre City Diversity & Equity Committee effective immediately. Additional responsibilities with my job and other commitments have become too great for me to fulfill the requirements as an active and voting member of the committee. I will remain a participant as a member of a working group for them and will continue to be in contact with Joelen and the other members.

I look forward to continuing my service to the city as co-chair of the ADA Committee.

Many thanks, Marichel Vaught : Bob Nelson < bob@nelsonacehardware.com > Sent: Wednesday, September 22, 2021 2:47 PM To: Lucas Herring < L.Herring@barrecity.org > Subject: Fwd: Police Advisory Committee

From Alexander. Please arrange to replace him at the councils earliest convenience. Thank you, Bob

----- Forwarded message ------

From: Alexander Raeburn < alexanderraeburn@gmail.com >

Date: Wed, Sep 22, 2021 at 9:49 AM Subject: Re: Police Advisory Committee

To: Bob Nelson < bob@nelsonacehardware.com >

Good morning Bob,

I'm terribly sorry for my absence and the delayed response. I've realized that the commitment to the committee responsibilities is beyond what I have for available time right now. My hope would be to have more time for service in the future, but as of now I don't have the capacity to take on a regular role.

Alexander Raeburn (504)432-4612

On Sep 13, 2021, at 7:49 PM, Bob Nelson <br/> <br/>bob@nelsonacehardware.com> wrote:

Good evening Alexander, I hope you are well. We had our meeting this evening. I'm wondering if you have changed your mind about participating in the committee? We would love your input. Please let me know at your earliest convenience.

Best, Bob **Bob Nelson**Police Advisory Committee

--

Sent from Gmail Mobile Bob Nelson

### BARRE CITY POLICE DEPARTMNENT

### Rules & Regulations Operational Policies & Procedures

Section: V

Chapter: 2: Use of Force

Article: Deployment of Remote Restraint Device (BolaWrap)

#### Note:

These Rules & Regulations, Operational Policies and/or Procedures are for internal use only, and does not enlarge an Officer's or Dispatcher's civil or criminal liability in any way. It should not be construed as a creation of a higher standard of safety or care in an evidentiary sense, with the respect to third party claims. Violations of this directive, if proven, can only form the basis of a complaint by this department, and then only in a non-judicial administrative setting

#### **PURPOSE**

This policy provides guidelines for the issuance and use of BolaWrap® 100 devices in order to minimize injury to suspects, subjects, and officers.

#### **POLICY**

The BolaWrap® 100 device is intended to immobilize and control resistive/non-compliant persons and persons with known or suspected mental health issues.

#### **PROCEDURE**

#### A. <u>DEFINITIONS</u>

**BOLAWRAP® 100** - A hand-held remote restraint device that discharges an eight-foot Kevlar cord to entangle an individual at a range of 10-25 feet. The BolaWrap® 100 is equipped with entangling barbs at each end of the Kevlar cord.

**Active resistance** - A subject using physical activity to resist or take affirmative action to defeat an officer's ability to take them into custody or to seize them, but the subject's actions would not lead a reasonable officer to perceive a risk of physical injury to themself, the subject, or a third person. Examples of active resistance include pulling away, escaping or fleeing, struggling and not complying on physical contact.

**Passive resistance** – A subject who takes no affirmative action to defeat police efforts to make an arrest but who does not respond to verbal commands and may refuse to move by sitting down, acting as "dead weight" or similar.

**Active aggression** - Behavior that an objectively reasonable officer would believe creates an imminent risk of physical injury to the subject, officer, or third party, but would not lead a reasonable officer to perceive a risk of death or serious bodily injury. Examples include an attack on an officer, strikes, wrestling, undirected strikes with injury potential, kicking, shoving, punching, and other words or behavior indicating that such actions are imminent.

Note Same as State mandated policy

#### **B. GENERAL**

- 1. Only a Department-approved BolaWrap® 100 device that has been issued by the Department shall be utilized by personnel trained in its deployment and use.
- 2. A BolaWrap® 100 device is not a substitute for deadly force.
- 3. All BolaWrap® 100 devices shall be clearly and distinctly marked to differentiate them from the duty weapon and any other device. (Neon Green)
- 4. Uniformed officers who have been issued the BolaWrap® 100 device shall wear the device in an approved holster on their person, while on duty, weak side cross draw).
- 5. BolaWrap® 100 devices should not be used on handcuffed persons unless they are actively resisting or exhibiting active aggression, and/or to prevent individuals from harming themselves or others.
- 6. Officers shall be responsible for ensuring that their issued BolaWrap® 100 device is properly maintained and in good working order.
- 7. Officers shall not hold both a firearm and the BolaWrap® 100 device at the same time.
- 8. Any deployment of the BolaWrap® 100 shall comply with the department's response to resistance policy
- 9. The BolaWrap® 100 is not intended to be a transportation restraint device and shall not be used as a substitute for a hobble or other restraints. Once the subject has been detained, the cord should be cut with an approved device and removed in accordance with officer training.

#### C. CONSIDERATION FOR THE USE OF THE BolaWrap® 100 DEVICE

1. The BolaWrap® 100 device has limitations and restrictions requiring consideration before its use.

The device should only be used when its operator can safely approach the subject within the operational range of the device. Although the BolaWrap® 100 device is generally effective in controlling most individuals, officers should be aware that the device may not achieve the intended results and be prepared with other options.

The use of the BolaWrap® 100 device on the individuals listed below should generally be avoided unless an officer reasonably believes under the totality of the circumstances that other options would be ineffective or would present a greater danger to the officer, the subject, or others:

- a. Individuals who are known to be pregnant.
- b. Elderly individuals or obvious juveniles.
- c. Individuals who are handcuffed or otherwise restrained.
- d. Individuals detained in a police vehicle.
- e. Individuals in danger of falling or becoming entangled in machinery or heavy equipment, which could result in death or serious bodily injury.
- f. Individuals near any body of water that may present a drowning risk.
- g. Individuals whose position or activity may result in collateral injury (e.g., falls from height, operating vehicles).

#### D. PRE-DEPLOYMENT RESPONSIBILITIES

- 1. A verbal warning of "Bola, Bola, Bola" should precede a BolaWrap® 100 device application, unless it would otherwise endanger the safety of officers or when it is otherwise not practicable due to the totality of the circumstances. The purpose of the warning is to:
  - a. Provide the individual with a reasonable opportunity to voluntarily comply.
  - b. Provide other officers and individuals with a warning that the BolaWrap® 100 device may be deployed.
  - c. The fact that a verbal or other warning was given, or the reasons it was not given, shall be documented by the officer deploying the BolaWrap® 100 device in the related report.
- 2. The aiming laser should never be intentionally directed into the eyes of another as it may permanently impair their vision.
- 3. The deploying officer should, if possible, assemble a sufficient number of officers to assist with taking the suspect into custody.
- 4. Under exigent circumstances, nothing in this policy prohibits an officer from deploying the BolaWrap®100 at a subject without requesting or having the presence of additional officers.

#### E. APPLICATION OF THE BOLAWRAP® 100 DEVICE

- 1. The BolaWrap® 100 device may be used in any of the following circumstances, when the totality of circumstances perceived by the officer at the time indicate that such application is reasonably necessary to control a person:
  - a. The subject is actively aggressive, actively resisting, or passive resistant.
  - b. The subject has demonstrated, by words or actions, an intention to be violent or to physically resist, and reasonably appears to present the potential to harm officers, themselves or others.
- 2. Mere flight from a pursuing officer, without other known circumstances or factors, is not good cause for the use of the BolaWrap® 100 device to apprehend an individual.
- 3. Simultaneous applications of the BolaWrap® 100 on a single individual by multiple devices is allowed in authorized target areas.

#### F. TACTICAL USE

- 1. Targeting considerations:
  - a. Reasonable efforts should be made to target lower extremities or lower arms. The head, neck, chest and groin shall be avoided. If the dynamics of a situation or officer safety do not permit the officer to limit the application of the BolaWrap® 100 device to a precise target area, officers should monitor the condition of the subject if it strikes the head, neck, chest or groin until the subject is examined by paramedics or other medical personnel.
- 2. Multiple applications of the BolaWrap® 100 device:
  - a. If the first application of the BolaWrap® 100 device appears to be ineffective in gaining Control of an individual, the officer should consider certain factors before

additional applications of the device, including:

- (1) Whether the Kevlar cord and/or anchor's hooks are making proper contact.
- (2) Whether the individual has the ability and has been given a reasonable opportunity to comply.
- (3) Whether verbal commands, other options or tactics may be more effective.
- 3. Actions following deployments:
  - a. Personnel shall request a supervisor to the scene.
  - b. Officers shall comply with Duty of Care for individuals under police care or control.
  - c. Only medical personnel may remove hooks that are embedded in a subject's skin.
  - d. If the hooks penetrate only a subject's clothing, then the Officer in charge (OIC) or officer may remove the hooks. The supervisor or officer may cut the Kevlar cord with Department issued medical shears.
  - e. The Kevlar cord shall be cut prior to any transportation.
  - f. The expended cartridge, hooks and Kevlar cord shall be collected and submitted into evidence.

#### H. SUPERVISOR RESPONSIBILITIES

1. When possible, the OIC should respond to calls when they reasonably believe there is a likelihood the BolaWrap® 100 device may be used. A supervisor or OIC shall respond to all incidents where the BolaWrap® 100 device was activated.

#### I. OFF-DUTY CONSIDERATIONS

- 1.Officers are not authorized to carry Department issued BolaWrap® 100 devices while off-duty.
- 2.Officers shall ensure that BolaWrap® 100 devices are secured while in their homes, vehicles or any other area under their control, in a manner that will keep the device inaccessible to others.

Effective Date:	10/01/2021		
Chief		Date	

# Barre City Police Department Policy Manual History Sheet

**Subject: Response to Resistance** 

Section Revision Date:
PD BolaWrap Created 09212021

Type of Revision: Created Policy

By: Chief Bombardier

#### DEPLOYMENT OF REMOTE RESTRAINT DEVICE (BOLA WRAP) POLICY

#### **PURPOSE**

This policy provides guidelines for the issuance and use of BolaWrap® 100 devices in order to minimize injury to suspects, subjects, and officers.

#### **POLICY**

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#### **PROCEDURE**

#### A. DEFINITIONS

**BOLAWRAP® 100** - A hand-held remote restraint device that discharges an eight-foot Kevlar cord to entangle an individual at a range of 10-25 feet. The BolaWrap® 100 is equipped with entangling barbs at each end of the Kevlar cord.

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**Passive resistance** – A subject who takes no affirmative action to defeat police efforts to make an arrest but who does not respond to verbal commands and may refuse to move by sitting down, acting as "dead weight" or similar.

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- 5. BolaWrap® 100 devices should not be used on handcuffed persons unless they are actively resisting or exhibiting active aggression, and/or to prevent individuals from harming themselves or others.
- 6. Officers shall be responsible for ensuring that their issued BolaWrap® 100 device is properly maintained and in good working order.
- 7. Officers shall not hold both a firearm and the BolaWrap® 100 device at the same time.
- 8. Any deployment of the BolaWrap® 100 shall comply with the department's response to resistance

policy

9. The BolaWrap® 100 is not intended to be a transportation restraint device and shall not be used as a substitute for a hobble or other restraints. Once the subject has been detained, the cord should be cut with an approved device and removed in accordance with officer training.

#### C. CONSIDERATION FOR THE USE OF THE BolaWrap® 100 DEVICE

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The use of the BolaWrap® 100 device on the individuals listed below should generally be avoided unless an officer reasonably believes under the totality of the circumstances that other options would be ineffective or would present a greater danger to the officer, the subject, or others:

- a. Individuals who are known to be pregnant.
- b. Elderly individuals or obvious juveniles.
- c. Individuals who are handcuffed or otherwise restrained.
- d. Individuals detained in a police vehicle.
- e. Individuals in danger of falling or becoming entangled in machinery or heavy equipment, which could result in death or serious bodily injury.
- f. Individuals near any body of water that may present a drowning risk.
- g. Individuals whose position or activity may result in collateral injury (e.g., falls from height, operating vehicles).

#### D. PRE-DEPLOYMENT RESPONSIBILITIES

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  - a. Provide the individual with a reasonable opportunity to voluntarily comply.
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- 2. The aiming laser should never be intentionally directed into the eyes of another as it may permanently impair their vision.
- 3. The deploying officer should, if possible, assemble a sufficient number of officers to assist with taking the suspect into custody.
- 4. Under exigent circumstances, nothing in this policy prohibits an officer from deploying the BolaWrap®100 at a subject without requesting or having the presence of additional officers.

#### E. APPLICATION OF THE BOLAWRAP® 100 DEVICE

- 1. The BolaWrap® 100 device may be used in any of the following circumstances, when the totality of circumstances perceived by the officer at the time indicate that such application is reasonably necessary to control a person:
  - a. The subject is actively aggressive, actively resisting, or passive resistant.
  - b. The subject has demonstrated, by words or actions, an intention to be violent or to physically resist, and reasonably appears to present the potential to harm officers, themselves or others.
- 2. Mere flight from a pursuing officer, without other known circumstances or factors, is not good cause for the use of the BolaWrap® 100 device to apprehend an individual.
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- 1. Targeting considerations:
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- (2) Whether the individual has the ability and has been given a reasonable opportunity to comply.
- (3) Whether verbal commands, other options or tactics may be more effective.
- 3. Actions following deployments:
  - a. Personnel shall request a supervisor to the scene.
  - b. Officers shall comply with Duty of Care for individuals under police care or control.
  - c. Only medical personnel may remove hooks that are embedded in a subject's skin.
  - d. If the hooks penetrate only a subject's clothing, then the Officer in charge (OIC) or officer may remove the hooks. The supervisor or officer may cut the Kevlar cord with Department issued medical shears.
  - e. The Kevlar cord shall be cut prior to any transportation.
  - f. The expended cartridge, hooks and Kevlar cord shall be collected and submitted into evidence.

#### H. SUPERVISOR RESPONSIBILITIES

1. When possible, the OIC should respond to calls when they reasonably believe there is a likelihood the BolaWrap® 100 device may be used. A supervisor or OIC shall respond to all incidents where the BolaWrap® 100 device was activated.

#### I. OFF-DUTY CONSIDERATIONS

- 1.Officers are not authorized to carry Department issued BolaWrap® 100 devices while off-duty.
- 2.Officers shall ensure that BolaWrap® 100 devices are secured while in their homes, vehicles or any other area under their control, in a manner that will keep the device inaccessible to others.

#### **INCONSISTENT POLICIES REPEALED:**

This policy shall amend and replace any provisions of any Policy of the City of Barre in effect at the time of enactment of this amended Policy governing any activity included in this amended Policy.

This policy was adopted by the Barre City Council on September 28th, 2021





EVERY 2ND TUESDAY AT 7PM

Scan the QR code for more information:



Interested in helping to shape state funding, services, and policies about affordable housing in Vermont?

The Vermont Affordable Housing
Coalition's #housed802 initiative will be
hosting meetings with Washington
County residents, and wants to hear from
you! Join us as we talk about the issues
that low and moderate income
Vermonters are facing, update you on our
legislative efforts, and work together to
reach out to our representatives and
effectively advocate.





Art by Corrine Yonce, Voices of Home Project

## Additional Affordable Housing Development in Barre City: A Call to Action

- I. Introduction & Recommendations
- II. General Summary Points & Takeaways
  - a. The American Rescue Plan of 2021 & the Vermont Budget
  - b. Housing in Barre City
- III. Specific Next Steps as Outlined in the City Plan
- IV. Background Notes on Affordable Housing Development in Barre City
  - a. Excerpts from the 2020 City Municipal Plan
  - b. Property Sale Data January 2018 June 2021

#### **Introduction & Recommendations**

In our meeting on May 13, 2021, the Barre City Planning Commission took up discussion of anticipated state and federal funding to support affordable housing, on the suggestion of Commissioner Lauzon. The Commission decided to prepare a short white paper summarizing both the key provisions of the ARP (American Rescue Plan) and Vermont budget as well as excerpts from the 2020 Municipal City Plan that directly related to the development of additional housing in Barre City.

This document is intended to provide the Barre City Council with straightforward summary recommendations for pursuing ARP funding from the state of Vermont, grounded in the existing recommendations of the city plan.

It contains short summary points on both the availability of funding as well as the city plan's action items related to housing, as well as longer contextual information on both affordable housing and future housing development in Barre City.

The final page of the report contains summarized data from the city of Barre on property transfers of single family and multi-unit homes. This information is included to reflect more recent data than is included in the city plan. It is intended to show how quickly the housing situation in the City has changed since the City Plan was completed in September 2020.

It is our intention to share this report with the City Council of Barre City, and to recommend that Council put together a working group to address the availability of housing funding in the near future. The working group can use this summary to guide plan-based actions, and can include constituents identified within the city plan as members.

#### **General Summary Points & Takeaways**

#### The American Rescue Plan of 2021 & the Vermont Budget

While the 2020/2021 COVID Pandemic presented incredible challenges, the resulting American Rescue Plan of 2021 (ARP21) has provided equally incredible opportunities in terms of the availability of funds to develop housing and infrastructure. The 2022 Vermont General Fund budget makes available an unprecedented \$99 million dollars dedicated to housing and homelessness investment.

Assuming that 5,000 housing units could be developed in Vermont over the next three years, it is not unreasonable for Barre city to advocate for 250 additional housing units. While this figure represents 5.0% of the proposed statewide housing units and Barre city represents approximately 1.40% of Vermont population, a case could easily be made for hosting a disproportionate number of the total new housing units.

The 2021 Vermont Budget, H. 439, passed by the House and Senate and signed by the Governor, includes the following provisions related to housing (Sec. G.400) that could be tapped to support an expansion of housing affordability and availability in Barre City:

- (a) \$99,000,000 in fiscal year 2022 is appropriated from the American Rescue Plan Act (ARPA) Coronavirus State Fiscal Recovery Funds as follows:
- (1) **\$94,000,000** to the Vermont Housing and Conservation Board (VHCB) to provide housing and increase shelter capacity, with priority given to populations who may be displaced from the hotel/motel voucher problem or are currently without housing, including by providing permanent homes in

mixed-income settings. VHCB shall distribute the funds in consultation with the Secretary of Human Services and may subgrant a portion to other entities, including the Department of Housing and Community Development, the Vermont Housing Finance Agency, and regional nonprofit housing organizations, for one or more of the following purposes:

- (A) if necessary, to help ensure that households and areas impacted by the pandemic are served;
- (B) to undertake additional housing initiatives, such as home ownership, to the extent permitted by ARPA and related regulations and guidance; or
- (C) to provide for the efficient use of the funds.
- (2) **\$5,000,000** to the Agency of Commerce and Community Development for the Vermont Housing Incentive Program (VHIP).
- (b) \$91,000,000 is appropriated from other funds as follows:
- (1) **\$40,000,000** in fiscal year 2021 is appropriated from the General Fund to the Vermont Housing and Conservation Board (VHCB) for affordable housing initiatives. These funds shall

carryforward into fiscal year 2022 and are in addition to funding provided to VHCB in 2021 Acts and Resolves No. 9.

(2) \$36,000,000 of funds reserved by motion passed on February 11,

2021 by the Joint Fiscal Committee accepting the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260) Emergency Rental Assistance Program grant is appropriated in fiscal year 2022 to the Department for Children and Families to implement the Emergency Housing Assistance Program in fiscal year 2022.

(3) \$15,000,000 in fiscal year 2022 is appropriated from funds received from the American Rescue Plan Act, 2021 (Pub. L. No. 117-2) Emergency Rental Assistance Program to the Department for Children and Families to supplement, continue, or extend, or any combination of the three, the Rental Assistance Program for Reach Up families as permissible by the Emergency Rental Assistance Program.

#### **Housing in Barre City**

Affordable, quality housing can attract a workforce to Barre City that can drive economic development. Housing that is situated in, or in close proximity to, Barre's downtown will serve the dual purpose of capitalizing on existing underutilized building stock and providing an economic boost to downtown businesses. Reversing the recent trend of population decline by increasing the quality and affordability of housing stock will provide a better tax base for the city to pursue needed initiatives and improvements.

Barre City already has a higher concentration of subsidized housing than any other municipality in Washington County; 12% of all housing in the city is subsidized, which is the 5<sup>th</sup> highest percentage in all municipalities across the state. This level of subsidized housing creates a higher use of city infrastructure and services than in many comparable municipalities, which creates budget challenges.

To support and increase property tax rolls, the city also needs to increase its stock of moderate and upper-income housing, and balance that in tension with access to lower-cost housing. Affordability exists across a spectrum of possibility, encompassing both low-cost or subsidized housing as well as middle and higher-end housing that provides opportunities for movement within the housing market. When a homeowner scales up or down, their previous home becomes available, driving market movement and creating opportunity.

Affordability is not exclusively about new housing stock, but also about making existing housing stock accessible and available while making sure existing apartments are safe, healthy, and energy efficient. The most affordable housing in the City tends to be closest to downtown, and among the oldest buildings in the city; they are also the most likely to need improvements. Property improvements also increase neighborhood stability, which improves quality of life overall.

Several factors make Barre extremely well-positioned to accommodate an increase in its housing stock, including significant domestic water and wastewater processing capacity (currently at 60% of capacity), a robust electrical grid with excess capacity due to the consolidation of the granite manufacturing base,

and capacity for additional students within the elementary, middle, and high school systems after recent student population decreases.

There are an estimated fifty vacant and substandard housing units in Barre. The housing units are vacant for a variety of reasons, including stalled and lengthy lender foreclosure processes and investors who hold properties but don't have the desire and/or funds to rehabilitate them. There are undeveloped neighborhoods, streets, and lots within the city boundaries, capable of cumulatively accepting over one hundred additional housing units. Both categories represent potential low-hanging fruit for housing development.

Barre is also well-situated in central Vermont. Its easy access to multiple transportation systems (public transit as well as streets and highways) and proximity to multiple employers make it an appealing option for those looking for a better commute or a lifestyle with easier access to a quality downtown.

#### Specific Next Steps as Outlined in the City Plan

- 1. Work to overcome hurdles in the way of residential development such as ownership of "paper streets" or the need for infrastructure upgrades to encourage infill development on vacant lots. (p. 25)
- 2. Support efforts and programs to improve the energy efficiency of homes in Barre City, particularly those focused on upgrades to rental and affordable housing. (p. 26)
- 3. Actively monitor vacancies, rental inspection results, and property maintenance/building code enforcement actions to direct revitalization efforts towards struggling neighborhoods. (p. 26)
- 4. Undertake a study to document the occupancy of downtown buildings and recommend strategies to encourage use of upper floors for housing. (p. 28)
- 5. Implement a pilot program that would assist with the purchase and management of owner-occupied rental programs in the city. (p. 28)
- 6. Amend the city's Minimum Housing Code to incorporate stronger and more effective standards. (p. 28)
- 7. Encourage home-sharing as a means of keeping larger single-family homes intact. (p. 28)
- 8. Consider implementing a Housing Preservation Loan Program to help with the repairs needed to homes in the City. (p. 29)
- 9. Identify and take appropriate action with regard to paper streets, particularly those that are limiting the use and development of otherwise suitable lots. (p. 36)
- 10. Implement the voter-approved Property Assessed Clean Energy (PACE) program. (p. 50)
- 11. Adopt energy-efficiency standards for rental units, particularly those that do not include heat as part of the rent. (p. 51)
- 12. Encourage conservation development techniques, such as cluster residential developments, on the remaining large tracts of undeveloped land within the city. (p. 64)
- 13. Encourage infill development that will be harmonious with the scale, density, and character of the surrounding neighborhood. (p. 71)
- 14. Encourage the maintenance of the city's existing housing stock and the rehabilitation of deteriorating or substandard housing. (p . 71)

#### **Notes on Affordable Housing Development in Barre City**

Excerpted from "Community Profile: Housing" from the 2020 City Municipal Plan

The state's definition of affordable housing is based on a household earning 80% of the county's median family income, which includes nearly 80% of Barre City residents. According to the Vermont Housing Data website, in 2017 for Barre City, nearly 41% of owners were paying 30% or more of their income toward housing costs, and 19% were paying 50% or more of their income on homeownership. Housing costs for renters include rent and utilities; housing costs for homeowners include principal on mortgage payments, interest, property taxes, and insurance. This remains a level that is typically considered unaffordable.

While homes in Barre City are more affordable as compared to homes in nearby municipalities, the city experienced a rapid inflation in housing prices during the mid2000's similar to most communities in Vermont. Between 2000 and 2007, the average sale price for a primary residence in Barre City increased by 50% above the rate of inflation. While house prices have declined since their peak in 2007, it is still more expensive to buy a home in Barre City today than it was in the early2000's. The median sale price of a home in 2010 was more than \$40,000 higher than it was in 2000 even after adjusting for inflation.

Between 2012 and 2018, there were 160 fair market sales of primary residences in Barre City and the median sale price was \$143,000. Approximately three-quarters of both home sales and home assessments were in the \$100,000 to \$200,000 range that would be affordable to households with an annual income in the \$30,000 to \$60,000 range.

In the 2017, most of the market-rate apartments being advertised for rent in Barre City were one bedroom units with a monthly rent ranging between \$700 and \$1,000; most did not include heat, but did include water, sewer, trash and snow removal. These apartments would be affordable for households with an annual income of \$30,000 or more. There were a small number of apartments being advertised for rents between \$550 and \$700, as well as some larger units with rents of \$1,200 or more.

...

Barre City must be an attractive place for people of all ages across economic and social groups. The displacement of people not being able to afford where they live anymore will lead to gentrification of neighborhoods. To meet the needs of today's residents and to attract future residents, diverse housing choices need to be available that reflect the lifestyles and needs of many different demographics. Providing a mixture of housing types results in an approach that is marketsensitive and flexible. Communities with a variety of housing types are more likely to retain residents even as their lifestyles change.

Barre City's housing stock is largely composed of detached homes including single-family homes, duplexes, and larger homes that have been split up into three or more units. There are detached, single-family homes at a range of price points, although there are more homes available in the lowto midrange than on the high end. There is a large supply of affordable rental housing, but little higher-

cost/higher quality apartments. There are fewer choices for households, such as singles or older couples, who might want a smaller home with minimal maintenance requirements. Some of these segments of the housing market could be met through new housing in the upper floors of downtown buildings. Some of the remaining open land in the outlying portions of the city may be suitable for additional townhouse style development.

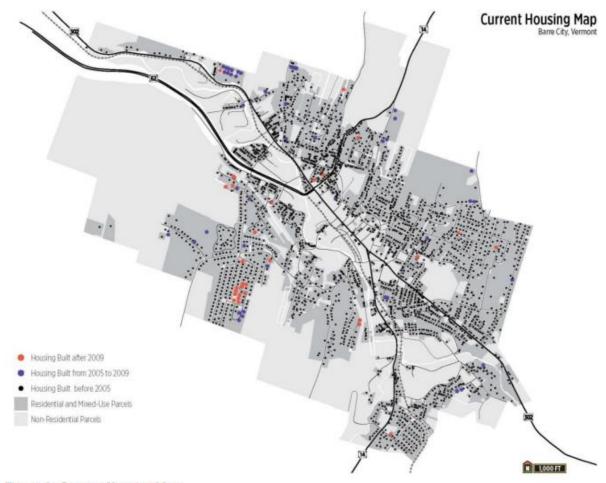


Figure 6: Current Housing Map

...

In recognition that housing is a regional issue, the Central Vermont Regional Planning Commission adopted a Housing Distribution Plan as part of its Regional Plan in 2008 and updated in 2018 to encourage the development of more meaningful and practical local housing plans and to promote the sustainable and efficient distribution of housing region-wide. CVRPC formulated the Distribution Plan with the aim of ensuring that all municipalities continue to contribute fairly to meeting the region's total housing need, and balancing the burdens and benefits of providing housing among Central Vermont communities.

Another goal of the Distribution Plan was to curtail sprawl and inefficient patterns of growth in Central Vermont. Therefore, regional centers like Barre City (where housing can be built in proximity to jobs,

services and transportation networks and can be served by existing infrastructure) are expected to provide a greater share of the region's future housing than outlying rural communities.

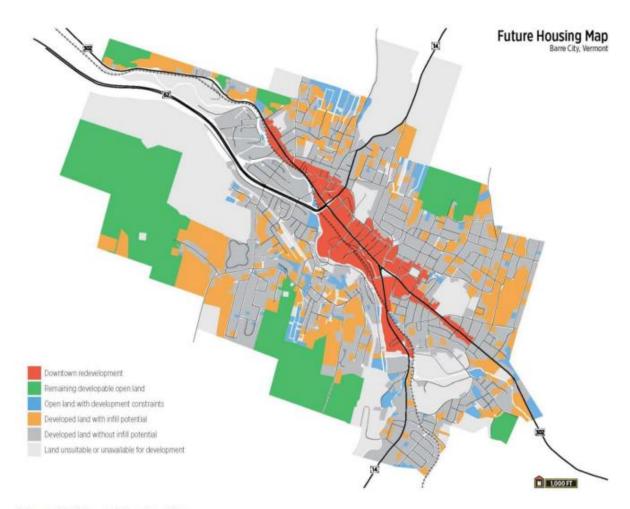


Figure 7: Future Housing Map

CVRPC specifically asked municipalities to include a detailed map identifying the location and number of housing units created since municipality last updated its plan, and a map showing preferred locations for 80% of their housing allocation consistent with current or proposed zoning. Barre City's growth rate is very slow compared to other municipalities of the same size in different counties, therefore, the maps are shown on pages 3-12 and 3-13 have changed very little since 2012.

The Distribution Plan allocates 295 new housing units to Barre City to be built between 2015 and 2020. Residential growth at an average rate of nearly 50 new units per year would be significantly greater than the increase in housing that has occurred in recent years (an average of 3 units per year during the 2000's, and only 1-2 units annually in 2017 and 2018) and would be similar to growth rates last experienced during the 1970's. While the city is seeking to encourage growth in our population and housing stock, it should be noted that the Distribution Plan was developed at the peak of a housing boom and that the subsequent recession has reduced the regional demand for new housing.

#### **Barre City Property Transfers**

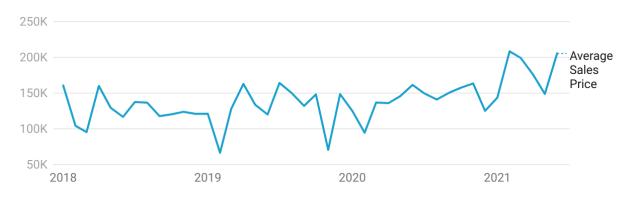
Data covers January 1, 2018 - June 8, 2021

#### **Single Family Homes**

Total sales: 383

#### **Single Family Homes**

Average sales price by month of single family homes sold in Barre City



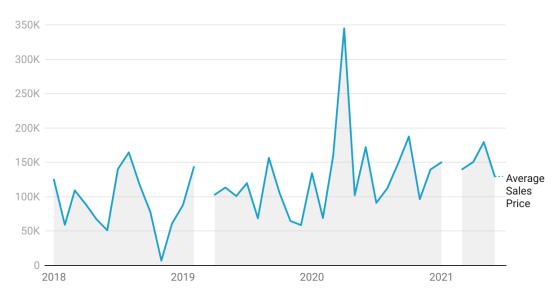
Source: City of Barre • Created with Datawrapper

#### **Multi-Unit Homes**

Total sales: 113

#### **Multi-Unit Homes**

Average sales price by month of multi-unit homes sold in Barre City



Source: City of Barre • Created with Datawrapper



#### City of Barre Operations Policy

#### Locker Searches and Inspections

Original Adoption 6/20/2006 Revised 9/24/2021

#### **Policy Regarding Locker Searches and Inspections**

The City of Barre adopts the following policy with regard to inspections or searches of lockers provided by the City of Barre to its employees.

#### **General Provisions**

The City of Barre may provide lockers to some or all of its employees, based on the City's determination that the provision of lockers is necessary or desirable for the convenience and security of the City and its employees. Unless otherwise negotiated, the decision to provide or not provide lockers is the sole prerogative of the City. Lockers or other storage facilities provided by the City to its employees are and shall remain the property of the City of Barre.

The City recognizes that its employees will use the lockers provided to them to store or secure personal property, and that its employees have a reasonable expectation of privacy and security when personal property is secured in the locker which is assigned to them. The City does not guarantee the security of valuables stored in any employee locker.

Employees may use the lockers assigned to them to store or secure personal belongings and appropriate work related materials. Employees shall not use the locker assigned to them to store or secure any hazardous substances, weapons (other than assigned gear), food which is subject to spoil, contraband, alcohol or illegal drugs, or any materials which if viewed by other employees might have the effect of creating a hostile work environment. Employees are responsible to keep their locker clean and orderly.

The Department Head or designee will retain a copy of the key for each locker assigned to an employee under the Department Head's supervision. Nothing in this policy will be deemed to prevent the City or any of its representatives from opening and inspecting any locker in the event of an emergency situation which might negatively affect the health or safety of any employee or member of the general public.

#### **General Inspection of Lockers**

A Department Head may order a general inspection of all lockers assigned to employees within his theirother Department for any valid work related reason. In that event, the Department Head will post a Notice of the planned inspection at least one (1) week in advance. In the event that an employee is not available at the posted time of inspection, the employee may assign a union steward or other union member to represent said employee during the general inspection.

The absence of the employee or employee representative during the posted time of inspection shall not prevent the Department Head from conducting the general inspection.



#### City of Barre Operations Policy

#### Locker Searches and Inspections

Original Adoption 6/20/2006 Revised 9/24/2021

#### Inspection of Employee Locker Based on Reasonable Suspicion (Non-Criminal)

When a Department Head or designee has reasonable grounds to suspect that an employee may be using his or hertheir locker in a manner which violates this policy he or shethey -may initiate a search or inspection of the employee's locker in accordance with the following procedure.

- The employee and a representative of the employee's union will be notified of the decision to inspect the locker at issue, and the business reasons for the City's decision to inspect.
- The employee will be given a reasonable opportunity to be present when the locker is inspected, and may be accompanied by a union steward at the time of the inspection. In those cases where it is difficult or impossible to contact the employee, the employee's union representative will be contacted, provided with the facts which the City relies on to conduct the inspection, and will be present to witness the inspection. In no event will the employee or employee representative be given less than a one hour notice of an inspection based upon reasonable suspicion.
- The absence of the employee or employee-representative during the properly noticed time of inspection shall not prevent an inspection from being conducted. At least one witness shall be present on behalf of the City Manager, Department Head or Designee while any inspection based upon noncriminal reasonable suspicion is being conducted.

#### Inspection of Employee Locker Based on Reasonable Suspicion (Criminal)

In the event the City of Barre, through its police department or outside law enforcement agency, desires to search or inspect an employee's locker for the purpose of gathering evidence to support a criminal charge or proceeding, it shall follow the statutory and constitutional procedures applicable to searches and seizures of criminal evidence, and shall first obtain a search warrant from a court of competent jurisdiction except in such cases where exigent circumstances permit an exception to the requirement of a search warrant.

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#### **Fire Department Goals**

FY 2022

Staff Safety

-Radio System Upgrade (Priority, either w/ Montpelier or CVPSA)

-Continue emergency response skill practice and maintenance, and health and wellness initiatives to eliminate work comp issues (major reduction in hours lost during previous 24

months)

-Take advantage of regional/state training seminars and skill offerings

-Refine and complete our equipment and training for Confined Space and High Angle Rescue

program in support of partner city departments

**Major Purchases** 

-Develop plans for vehicle replacement in conjunction with/as part of Capital Replacement

Program

Administrative

-Continue to MANAGE department budget. Strive to right size budget requests, oversee

overtime spending and to make programmatic purchases in support of department operations

-Provide needed alterations to inspection programs and practices in support of societal changes

and shifts in governmental programs

Ordinance Review - FY2022

- Chapter 6 Fire Protection and Prevention

- Chapter 5 Electricity

FY 2023

Hazard Mitigation Plan Chapter on Communicable Disease (10/01/2022) w/Janet Shatney

Ordinance Review - FY 2023

Chapter 22 – Fire/EMS Service Reimbursement



### City of Barre, Vermont

#### "Granite Center of the World"

Steven E. Mackenzie, P.E. City Manager 6 N. Main St., Suite 2 Barre, VT 05641 Telephone (802) 476-0240 FAX (802) 476-0264 manager@barrecity.org

#### **MEMO**

TO: City CouncilFR: The Manager

CC: Brent, Aldsworth, Monahan

**DATE: 09/24/21** 

SUBJECT: FY23 DRAFT "FIRE DEPARMENT" BUDGET

#### Councilors:

As with the Police Department, I have prepared this brief overview of the FD Budget to be presented Tuesday evening. The intent of this memo is to provide some overview orientation to the budget presentation attached and to point out some hi-lites. Items of note:

- 1. For the Revenue or Expense Categories, we have shown in **bold** the percentage year over year (FY23 vs FY22) increase/decrease of that particular category
- 2. Revenues are projected (at this time) to increase by 6.99% based principally on a projected increase of Ambulance Revenue from \$450,000 (FY22) to \$485,000 (FY23). This is based on the last two (2) year's results of \$485,324 (audited) and \$529,219 (unaudited) (FY20 & 21) respectively. However, the current FY22 projection (after only 2 months' receivables) is \$464,000. Two (2) months data is insufficient upon which to base a budgeting projection. Accordingly, the \$485,000 FY23 budget projection is subject to review and/or adjustment as we collect revenue data through December, 2021 to check the revenue history/trending.
- 3. Department Expenses are projected to increase by 2.22%
- 4. As with the Police Department, most expense line items are "status quo" (inflationary) increases or adjustments based on historic trending. Items of note:
  - a. Vehicle fuel increase: \$8,670 (74%) from \$14,380 to \$25,000 based on unit price projections from gasoline)
  - b. Ambulance Billing Mailers (service company fee) \$2,400 (New Item)

- 5. Regarding **Base Personnel** and **Overtime Salary** costs, we have included a similar hi-lited analysis as with the Police Department. This analysis shows that Base Personnel costs are projected to increase by 2.83% and Overtime costs by 1.75%. The total year-over-year salary costs (Base + OT) are projected to increase by 2.71%
- 6. The Fire Department represents approximate 18.1% of the current Draft General Fund Budget projection of \$13,406,103

#### CITYCOUTHOU 28 ROVE COUNTEIR ACKEONT

### GENERAL FUND BUDGET DETAIL FOR THE YEAR ENDING JUNE 30,2021

FY23 GF Budget - After DH Input 09/24/21

Line No. <u>Account No</u>	Account Description		FY 23	FY 22		FY21 Unaudited	FY 21 Approved		FY 20 udited					
DEVENUE			<u>Template</u>	<u>Approved</u>		<u>7-28-2021</u>	<u>(8-10-2020)</u>							
REVENUE														
27 <b>(4030-430) FEES</b> 47 001-4030-430.4049	Fire Alarm (Macter Boy) Maint Food	Ļ	14,000 \$	14,000	۲	12.472 ¢	15 000	Ļ	14.025					
	Fire Alarm (Master Box) Maint Fees	۶ د	4,000 \$			13,473 \$ 4,060 \$			14,025					
51 001-4030-430.4055 53 001-4030-430.4057	Burn Permits FD Public Report Fee	ې د	4,000 \$ 100 \$			4,060 \$ 80 \$			3,585 80					
55 001-4030-430.4059	Time of Sale Inspection Fee	۶ \$	3,500 \$			3,525 \$		۶ \$	275					
88	Time of Sale hispection ree	Ş	3,300 \$	3,300	Ş	3,323 \$	-	Ş	2/3					
89 <b>(4100-500) SERVICE I</b>	REVENIJE													
90 001-4100-500.4095	Ambulance Billing - Williston	\$	31,360 \$	30,000	\$	25,082 \$	28,000	\$	29,189					
92 001-4100-500.4097	Ambulance Billing - 1st Branch	\$	11,760 \$			12,338 \$			10,758					
93 001-4100-500.4098	Ambulance Billing - White River	\$	- \$	-		20,280 \$			40,343					
94 001-4100-500.4099	Ambulance Billing - East Montpelier	\$	12,550 \$	13,000	•	9,900 \$			11,439					
95 001-4100-500.4100	Ambulance Income / Lift Assist	\$	485,000 \$			<b>529,219</b> \$			485,324					
102 001-4100-500.4109	Fire Dept Special Details	\$	7,000 \$			1,796 \$			6,937					
101 001 1100 0001 1100	. no Jopan Opena Jeann	*	,,σσσ φ	,,,,,,	Τ.	Ξ,:30 φ	3,000	*	0,007					
Total Revenue		\$	569,270 \$	532,100	\$	619,753 \$	556,600	\$	601,954					
			6.99%	-14.14%					-					
131 EXPENSES														
275 <b>(6040) FIRE / EMS DE</b>	PARTMENT													
276 001-6040-100.0110	Base Slry; Holiday (16 FF, FM, EI,(.5 AA),DC,C)	\$	1,400,505 \$	1,359,810	\$	1,332,358 \$	1,306,997	\$	1,276,752					
277 001-6040-100.0111	Payroll Reimbursement	\$	- \$	-	\$	(7,699) \$	-	\$	(7,037)					
278 001-6040-100.0120	Comp Time OT	\$	49,011 \$	25,182	\$	47,583 \$	24,449	\$	41,392					
279 001-6040-100.0121	Overtime (Embedded)	\$	43,174 \$	65,000	\$	41,917 \$	78,000	\$	38,004					
280 001-6040-100.0122	Overtime - Amb Coverage (Full-Time)	\$	48,801 \$	54,438	\$	41,876 \$	52,852	\$	52,884					
281 001-6040-100.0123	Overtime - Fire Coverage - OT & PT	\$	29,356 \$	26,221	\$	26,572 \$	25,457	\$	30,429					
282 001-6040-100.0124	Vacation Buy Back	\$	- \$	-	\$	- \$	-	\$	-					
283 001-6040-100.0125	Fire Train'g & Development (OT Labor Only)	\$	18,749 \$	15,000	\$	20,694 \$	14,500	\$	15,711					
284 001-6040-100.0126	Training (Call Force; Incl's Shift Coverage)	\$	3,500 \$	3,500	\$	1,034 \$	6,229	\$	641					
285 001-6040-100.0128	Ambulance Coverage PT	\$	2,500 \$	2,500	\$	50 \$	3,344	\$	512	FY23	FY22	FY21 Unaudite	d FY21 Bud	get
286 001-6040-100.0129	Fire Coverage PT	\$	2,500 <b>\$</b>	2,500	\$	200 \$	3,174	\$	494	\$ 1,598,096 \$	1,554,151	\$ 1,504,5	85 \$ 1,515,0	002 <b>Total</b>
288 001-6040-100.0132	Educational Incentive	\$	- \$	-	\$	- \$	11,850	\$	-	\$ 189,091 \$	185,841	\$ 178,6	42 \$ 195,2	258 <b>OT</b>
289 001-6040-110.0150	FICA	\$	122,254 \$	118,893	\$	109,830 \$	116,634	\$	106,479		2.83% I	•		
290 001-6040-120.0171	Consultant Fees	\$	1,000 \$	1,000		1,677 \$			386			ОТ		
291 001-6040-120.0172	Legal Claim Deductibles	\$	- \$		\$	475 \$		\$		\$ 1,787,187 \$	1,739,991	\$ 178,6	42 \$ 195,2	258
292 001-6040-120.0173	Ambulance Rev Tax @3.3%	\$	16,005 \$	14,850	\$	13,678 \$		\$	13,472	102.71%	891.12%	91.49%		
293 001-6040-130.0180	Training/Development Fees & Exp's	\$	4,500 \$			2,559 \$				FY23/FY22				
294 001-6040-130.0181	EMS Training (SW & Recert Trng)	\$	5,300 \$			2,801 \$			-					
295 001-6040-130.0182	Travel & Meals	\$	1,500 \$			567 \$			3,066					
296 001-6040-130.0183	Ambulance Billing Training Seminar (Annual)	\$	1,500 \$			1,500 \$			· -					
297 001-6040-200.0214	Fire Telephone - Incoming	\$	7,500 \$			6,344 \$			7,626					
298 001-6040-200.0215	Cell Phones/Air cards (AMB)	\$	7,560 \$			4,123 \$			4,597					
299 001-6040-220.0413	Dues & Membership Fees	\$	2,500 \$			2,193 \$			1,737					
300 001-6040-230.0510	Advertising/Printing	\$	250 \$			- \$	250		-					
301 001-6040-230.0511	Physicals/Fitness for Duty Checks	\$	4,000 \$			1,858 \$			1,600					
302 001-6040-310.0612	Breathing Apparatus	\$	15,000 \$	15,000	\$	12,968 \$	15,000	\$	15,836					
303 001-6040-310.0613	Fire Hose	\$	5,000 \$	5,000	\$	4,768 \$	5,000	\$	5,493					

#### GENERAL FUND BUDGET DETAIL

Line	A consumt No	Account Description		FY 23 Template		OR THE YEAR END FY 22	G JUFN230,2021 Unaudited				FY 20 Audited	
No.	Account No					Approved	7-28-2021			Approved (8-10-2020)		
304	001-6040-310.0616	Radios and Pagers	\$	5,000	\$		\$	1,321	Ś	5,000	Ś	_
	001-6040-320.0720	Fleet Maintenance	\$	35,000	\$	35,000		30,227		35,000	\$	38,705
	001-6040-320.0724	Radio Maint	\$	3,000	\$	4,000		1,935		4,000	-	2,206
	001-6040-320.0726	Fire Alarm Maintenance and Boxes	\$	2,000	\$	2,000	\$	642		3,600		2,123
309	001-6040-320.0728	Secure Vacant Property	\$	500	\$	500	\$		\$	500	\$	116
310	001-6040-330.0834	Gas (Generators, saws, pumps, etc. ?)	\$	200	\$	200		20	\$	250	\$	63
311	001-6040-330.0835	Vehicle Fuel	\$	23,500	\$	14,830	\$	11,259	\$	8,800	\$	14,322
312	001-6040-340.0940	Clothing (Uniform Replacements)	\$	10,000	\$	12,000	\$	8,048	\$	12,000	\$	6,452
313	001-6040-340.0941	Safety Equipment	\$	15,000	\$	15,000	\$	15,870	\$	15,000	\$	17,482
314	001-6040-340.0943	Footwear	\$	4,850	\$	4,850	\$	1,890	\$	4,850	\$	3,000
315	001-6040-340.0944	Vision	\$	4,190	\$	4,190	\$	3,004	\$	3,990	\$	1,061
316	001-6040-340.0945	Dry Cleaning	\$	750	\$	750	\$	307	\$	750	\$	809
317	001-6040-340.0947	Furniture	\$	2,400	\$	2,400	\$	1,600	\$	1,600	\$	540
318	001-6040-340.XXXX	Ambulance Billing Mailers (service company fee)	\$	2,400	\$	-	\$	-	\$	-	\$	-
319	001-6040-350.1053	Office Supplies	\$	5,000	\$	5,500	\$	4,223	\$	5,500	\$	4,787
320	001-6040-350.1054	Medical Supplies	\$	30,000	\$	32,000	\$	24,467	\$	32,000	\$	27,170
321	001-6040-350.1055	Oxygen Supplies	\$	4,000	\$	2,000	\$	4,505	\$	2,000	\$	2,010
322	001-6040-350.1056	Training Supplies	\$	1,000	\$	1,000	\$	962	\$	1,000	\$	595
323	001-6040-350.1058	Defib - Batteries/Preventative Maint.	\$	5,500	\$	5,500	\$	5,127	\$	5,500	\$	3,386
324	001-6040-360.1165	Fire Prevention Program Material	\$	300	\$	500	\$	136	\$	500	\$	459
325	001-6040-360.1167	Fire Investigation Material	\$	300	\$	-	\$	303	\$	-	\$	-
	001-6040-360.1170	Email Accounts (25 for EMS)	\$	2,300	\$	2,175	\$	2,128	\$	2,165	\$	2,165
327	001-6040-370.1380	COVID19 Materials	\$	-	\$	-	\$	3,726	\$	-	\$	-
328	001-6040-440.1240	Computer Software (FH, ME, Amb, 911)	\$	17,400	\$	17,400	\$	16,628		17,400	\$	18,965
329	001-6040-440.1241	Computers - Phased Replacement	\$	2,000	\$	2,000	\$	2,735	\$	2,150	\$	-
330	001-6040-440.1242	Office Equip: Lease & Service Contracts	\$	-	\$	-	\$	-	\$	4,500		-
334	001-9020-110.0151	Health Insurance	\$	322,794	\$	322,794	\$	-	\$	365,381	\$	-
335	001-9020-110.0152	Life Insurance	\$	11,504	\$	20,735		-	\$	21,040		-
336	001-9020-110.0153	Dental Insurance	\$	8,286	\$	8,675		-	\$	8,672	\$	-
337	001-9030-110.0154	Pension	\$	115,828	\$	110,850	\$	-	\$	112,079	\$	-
338	Sub Total		\$	2,426,967	\$	2,374,193	\$	1,811,055	\$	2,385,213	\$	1,761,592
875 <b>(9120) SPECIAL PROJECTS</b>												
	001-9110-220.1902	Special Projects - Fire	\$	7,000	Ś	7,000	\$	1,390	Ś	5,000	\$	5,892
575	201 3110 220.1302	Special Fred	<u> </u>	7,000	٧	7,000	٧	1,550	٧	3,000	7	3,032
	<b>Total FD Expenses</b>		\$	2,433,967	\$	2,381,193	\$	1,812,446	\$	2,390,213	\$	1,767,484
				2.22%		-0.38%						

FD % of total budget 18.10%









September 7, 2021

Central Vermont Public Safety Authority

#### Dear Distinguished Board Members:

As you are aware, for over two years the public safety agency heads and city managers for the City of Montpelier and Barre City have been meeting to discuss common operational level issues which affect each of the two cities and their provision of emergency services. The current state of our radio communication system emerged as having the highest impact on public and responder safety. On a daily basis, the ongoing radio infrastructure issues and coverage problems that exist plague the delivery of Fire, EMS and Police services in both Barre and Montpelier.

On Monday August 30, 2021, the "Twin City" team consisting of Barre City Manager Mackenzie, Deputy Police Chief Eastman, Deputy Fire Chief Aldsworth, Fire Chief Brent and Montpelier City Manager Fraser, Police Chief Peete, Deputy Fire Chief Quinn and Fire Chief Gowans met to discuss the Televate report in its entirety. We felt it was important that our group reach consensus on the report, choose a direction and notify CVPSA of our position. We met for over two hours and reviewed the Televate Report and the Televate Power Point presentation. The focus of our discussion was based on the "System Cost and Preliminary Priority" slide #23.

The basis for our groups outlook on our recommendations is centered on the statement in the Televate Power Point Considerations slide #22 (Bold and Highlighted) "Communications gaps require immediate attention. This is an issue of safety". Listed below are the recommendations which were supported unanimously by the City Managers and Public Safety Chiefs from both cities.

#### Recommendations:

- Accept the Televate Report as submitted utilizing the "Dual Simulcast System Concept" (slide #16)
- Address the Upgrades as Outlined by Priority and Cost (Slide #23)
- Currently address and seek funding for only the Priority #1's
- It was the feeling of both cities that replacement of the dispatch consoles would be done at the expense of each, not as part of the regional plan. (\$700,000)
- This leaves a regional plan cost to be funded of \$3,930,000
- Support greater Fire/Police Chief participation on CVPSA Executive Board
- Increase town/department memberships to CVPSA

- Have CVPSA present their summary report (power point) to a joint meeting of the Barre City and Montpelier City Councils (see 8/30/21 request from Mgrs. Mackenzie/Fraser)
- Have CVPSA develop an acceptable/equitable funding formula/scheme for the remainder of the Priority #1 project components. (\$3,930,000)

We plan on being present at the upcoming meetings and are glad to give our input as needed to support this extremely important issue. As noted, the final upgrades are broken down as Priority 1, 2, and 3. Even though we support acceptance of the entire report, after much consideration and discussion it was agreed that only the Priority #1's should be moved forward at this time. This is a considerable amount of money and the industry derived cost estimates provided by Televate will likely have notable impacts throughout the first responder community. These are good, real numbers in today's marketplace based on solid information from third party engineering reports.

We are available for comment at your request.

Sincerely,

City of Montpelier City of Barre

William Fraser, City Manager Steven Mackenzie, City Manager

Chief Brian Peete Chief Timothy Bombardier

Chief Robert Gowans Deputy Chief Larry Eastman

Deputy Chief James Quinn Chief Douglas Brent

Deputy Chief Joseph Aldsworth



## • City of Barre, Vermont "Granite Center of the World"

Steven E. Mackenzie, P.E. City Manager 6 N. Main St., Suite 2 Barre, VT 05641 Telephone (802) 476-0240 FAX (802) 476-0264 manager@barrecity.org

To: Mayor Lucas Herring and the Barre City Council

From: Steven Mackenzie, P.E., City Manager

Re: Department Head Reports

Report Date: September 24, 2021

In order to keep you informed of the Department activities of the office, I'm forwarding this report of activities of the City staff for the previous Friday - Thursday. If there are any additional questions please do not hesitate to ask.

#### 1. CLERK/TREASURER'S OFFICE:

• Department Head will send report with the warrants on Monday.

#### 2. BUILDING AND COMMUNITY SERVICES:

- The Vermont Works group held a rally on Saturday in City Hall Park.
- On Sunday, the massage class held their monthly meeting in Alumni hall.
- I attended the Cemetery Committee on Monday at Alumni Hall.
- I participated in the Department Head meeting Tuesday morning.
- Barre Community Baseball/Softball held their board meeting on Tuesday evening in Alumni Hall.
- BYSA Hockey held a "gear drop" event on Tuesday evening in the AUD basement where folks could drop off unwanted hockey equipment. On Wednesday evening, folks were offered the opportunity to pick up gear from the donations and gear that the group had on hand. The BYSA Hockey board runs this yearly event.
- The Red Cross held a blood drive on Wednesday in Alumni Hall.
- I met with DPW staff to go over the layout in the Civic Center front parking lot for Saturday's "Bulky Waste Drop" event.
- Representatives from "All in for Barre" and Central Vermont Community television held a "site visit" at the AUD on Thursday in preparation for next week's meeting.

- The Tree Stewardship Committee met on Thursday evening in Alumni Hall.
- The Vermont Foodbank held the VeggieVanGo event on Friday in the Civic Center parking lot.
- The cemetery crew mowed and trimmed at all three cemeteries. We are hoping to get three more foundations in before the end of the season. We had two full burials during the week.
- The facilities crew mowed and trimmed at the playgrounds and fields as well as Currier Park. They also took up the carpeting in the AUD to give the floor a good cleaning. They will be laying the carpets back down for next weeks' "All in for Barre" event. The crew also prepped the BOR for the Central Vermont Disaster Animal Rescue Team training event to be held on Saturday.

#### 2a. RECREATION:

- Attended DH meeting
- Attended Paths~Routes~Trails committee meeting followed up on items from the meeting.
- Attended Cemetery committee meeting processed minutes
- Continued work with Finance Director pertaining to Civic Center Rentals last fiscal year, researching requested schedules, etc.
- Created flyers and PSA's for upcoming Civic Center promos with Norwich University Girl's Hockey and the UVM Men's & Women's Basketball open practices at the AUD and B.O.R. Uploaded information to FB.
- Compiled information for the set up of new software for scheduling. There will be an overlap when it is ready and the start of the rink but we will be OK.
- Scheduled a full week rental of the main room in Alumni Hall for a conference.
- Worked on public skating attendance sheets, cash register operations, etc.
- Worked on the 2021-2022 ice schedule.

#### 3. DEPARTMENT OF PERMITTING, PLANNING AND ASSESSING:

#### **Planning – Janet – the highlights:**

- Attended an internal ARPA funds meeting with Manager, Finance Director and City Clerk Monday afternoon;
- Attended Department Head Staff meeting Tuesday morning;
- Attended virtual meeting with TIF consultant, City Manager and Clerk for upcoming parking work;
- Attended a meeting with Fecteau's to further talk about their existing subdivision off of Prospect Street and their desire to begin construction in 2023, and what would it take between now and then to make it happen;
- As a member of the CVRPC Project Review Committee, the Thursday meeting was cancelled, but an updated Act 250 happenings around the region was supplied;

- Prepared Resolution #2021-13 for Council signature for Turning Point VCDP application and obtained signatures from those that participated virtually;
- Finished the Turning Point Grant Application and assisted City Manager with final submittal to state agency;
- Participated in the NBRC (Northern Borders) grant/project update meeting;
- Planning Commission meeting was Thursday evening;
- Permit Administrator work: see below;
- Assessor work see below;
- Answering questions, phone calls, assisted fellow staff, timesheets, weekly report writeup, etc.

#### **Permitting – Janet – the highlights:**

- Heather was on vacation this week;
- As of Monday, Sep. 27, this position is vacant and Director continues to fill in;
- Issued 1 electrical permit;
- Issued 2 building permits;
- Received 11 rental registrations as a result of the 3<sup>rd</sup> and final invoice request;
- Talked at length with prospective new owner of property on both N Main, and S Main Streets for future development;
- Talked at length with property owner on Hill Street that wanted to put in storage units but cannot, and discussed the possibility of a multi-family dwelling or senior housing instead;
- Talked at length with property owner who is currently selling property on other lots about extending a city road, and complaints of dumpsters;
- Updating both zoning and the fire department's software for address changes provided by the Clerk and Water Dept, permit copies, etc.

#### **Assessing Clerk – Kathryn:**

• On vacation this week.

#### **Interim Assessor-Janet – the highlights:**

- Working on the FY22 changes in Grand List into the working software;
- Department Director checks assessor email and phone inquiries;
- Department Director has also sent out lister cards upon inquiry by realtors, etc.

#### 4. DEPARTMENT OF PUBLIC WORKS:

Short staffed.

#### 5. FINANCE DIRECTOR:

- Continual FY21 audit prep work
- Completed reconciliation of the BOR rental revenue for FY21 against scheduling software records

- Completed reconciliation of rental housing fee revenue for FY21 against permitting records
- Research CY2010-2015 W2's for a library employee and answered questions regarding their retirement contributions
- Researched, prepared and submitted wage detail for a workers comp claim
- Distributed vacation/sick leave tracking sheet to staff
- Attended City Council meeting for PD FY23 budget discussions
- Reviewed new documentation from FEMA & HHS for addition COVID funding opportunities
- Set-up desk and computer for PR/Computer Clerk to start on Tuesday
- Reviewed AP Invoices
- Sr. Accounting Clerk performing payroll and AP duties in addition to regular job duties

#### **6. DEPARTMENT OF PUBLIC SAFETY:**

#### **6a. FIRE DEPARTMENT:**

Weekly Fire Activity Report to follow this memo.

#### 6b. POLICE

Police Media Logs to follow this memo.