

**WRIGHTSVILLE  
BEACH**  
RECREATION DISTRICT

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

**WRIGHTSVILLE BEACH RECREATION DISTRICT  
BOARD OF DIRECTORS MEETING**

**Monday June 12, 2017**

**5:00 – 7:00 PM**

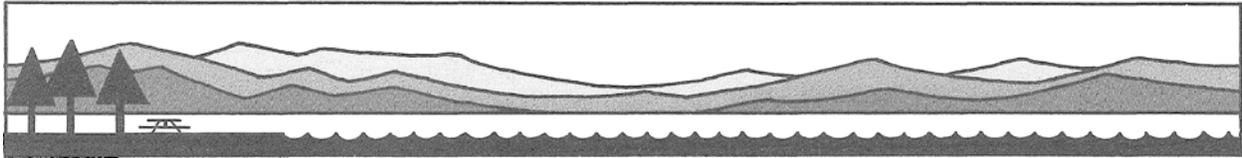
**NEW LOCATION** – Montpelier City Hall City Managers  
Conference Room (next to the City Manager’s Office)

**(39 Main St Montpelier, VT)**

**AGENDA**

- 1) Public Comment
- 2) Adjustments to Agenda
- 3) Review and Approval of the May Minutes\*\*
- 4) Adopt Bank Resolution and Sign Bank Signing Cards\*\*
- 5) CVRPC Services Discussion and Agreement\*\*
- 6) Review of Draft Financial Controls and Policies\*\*
- 7) Review of Budget for Approval\*\*
- 8) Review of managers contract and salary\*\*
- 9) Update on Shady Rill and Management Contract\*\*
- 10) Managers Update
- 11) Tractor Purchas and Loan Option\*\*
- 12) Adjournment

**\*\* Denotes Possible Action Items**



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## **Wrightsville Beach Recreation District Board of Directors Meeting Minutes**

**Draft**

**May 1, 2017**

### **Representatives:**

Montpelier – Jon Copans (Present)  
Montpelier - Jessica Chaves (Present)  
Middlesex - Jane Dudley (Present)  
Worcester - Carl Witke (Present) Chair  
East Montpelier – Kim Kendall (Present arrived at 6:10 pm)  
CVRPC Staff - Daniel Currier (Present)  
Other: Collin O’Neil – Manager (Present)

Meeting called to order at 5:10 pm.

### **Public Comment**

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

### **Adjustments to Agenda**

The Board adjusted the agenda by moving Nomination of Officers to the end of the meeting.

### **Welcome New Member**

The WBRD Board welcomes Jon Copans, Montpelier’s new representative to the Board.

### **Review and Approval of the February Minutes**

The Board reviewed the minutes and made some corrections to spelling and wording. Jessica motioned to approve the minutes as amended. Jane 2<sup>nd</sup> the motion. The minutes passed with three in favor and one abstention.

### **Review of Bank Balance Sheet**

The current balance in the checking account is \$8667.52. Collin reported that more income is on its way including the \$7500 from the BGS Grant.

### **Discussion of Model Financial Policies**

Dan outlined model financial policies for the board to consider. Policies presented included an Accounting, Auditing and Reporting Policy, Purchasing Policy, Cash Receipts and Petty Cash Policy, Credit Card Policy, and Fraud Prevention Policy. The board agreed to the list of policies and suggested that they tackle a few at a time starting with Purchasing Policy, Cash Receipts and Petty Cash Policy. Dan will fill in some of the blanks in these policies and get them ready for the Board's June meeting.

### **Discussion of Shady Rill Park Maintenance**

Jane talked about her visit with the selectboard and their discussion around the maintenance of the Shady Rill Park. Collin continues to work with DEC staff to determine if funding could be contributed. He also continues to research the Arm Corps agreement and the State's responsibilities under that. Dan of CVRPC will be contacting the Town of Middlesex to work out an MOU for WBRD to maintain the Shady Rill Park for one year using their \$5000 of dedicated funding. Middlesex Conservation Commission is working with DEC on a grant to restore the riparian area at Shady Rill Park.

The Board discussed whether it's a good idea to maintain the park for less than what it may cost. Historically the State has provided \$7000, while WBRD would only have \$5000 from Middlesex. Collin agrees that while it's not ideal, this first year will help us know what it truly costs to do the basic maintenance at Shady Rill Park. Long term, it would be great to connect the two parks together by a path. Dan mentioned that the VTrans Bike and Ped grants are available and could pay for a scoping study. The Board and Collin liked this idea. Dan will follow up with the State to determine eligibility.

### **Manager's Update**

Collin outlined the need for a new tractor for the park. His research showed the price of the equipment ranged between \$28,000 and \$32,000. This type of tractor will help to maintain both areas this summer. Collin is looking into financing and may have to cosign the loan to purchase the tractor. This type of purchase will need to be approved by the board because it is not currently part of our budget. Collin is working on an updated budget and will present that to the board soon. At that time, Collin would also like to talk about his current salary and contract.

Once the board has the details on the tractor and the loan options they will hold a meeting to review the options for purchase.

### **Nomination of Officers**

The Board has the following officer positions that it need to fill: Chair, Vice-Chair, Treasurer, and Secretary.

Kim motioned to nominate Carl Witke as Chair. Jon 2<sup>nd</sup> the nomination.

Jessica motioned to nominate Kim Kendall as Secretary. Jon 2<sup>nd</sup> the nomination.

Kim motioned to nominate Jon Copans as Treasurer. Jessica 2<sup>nd</sup> the nomination.

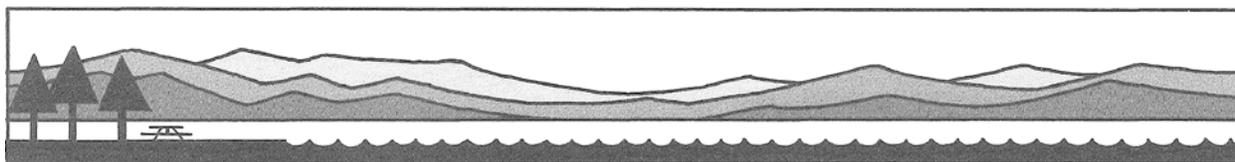
Jon motioned to nominate Jane Dudley and Jessica Chaves both as Vice-Chairs. Kim 2<sup>nd</sup> the nomination.

The board then closed nominations and voted in favor of the pool of officers as nominated.

Meeting was adjourned 7:05 pm

Respectfully submitted by Dan Currier (CVRPC)

DRAFT



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### **Resolution for Change in Bank Account Signatory**

Whereas the Wrightsville Beach Recreation District a Union Municipal District create by the towns of Middlesex, Worcester, East Montpelier and Montpelier; and

Whereas the Wrightsville Beach Recreation District annually elects new officers and is desirous of facilitating the smooth transition of duties between old and new officers; and

Whereas the Wrightsville Beach Recreation District holds accounts at People’s United Bank, 112 State Street, Montpelier, VT 05602; and

Whereas the Wrightsville Beach Recreation District wishes to designate standard signatories for these accounts in support of the transition of duties; now, therefore, be it

*Resolved*, that the Wrightsville Beach Recreation District in super session to all other resolutions passed earlier by the Board of Director in its meeting in respect of its one Current Bank Accounts in the name of the District existing with People’s United Bank, 112 State Street, Montpelier, VT 05602, authorizes People’s United Bank to honor all checks signed solely by:

- a. the currently elected Chair of the Board of Directors or
- b. the currently elected Treasurer of the Board of Directors or
- c. the current District Manager.

Adopted by the Board of Directors: 06 / 12 / 2017

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Carl Witke, Chair  
WBRD Board of Directors

**S A M P L E**  
**ADMINISTRATIVE SERVICES AGREEMENT**

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This Administrative Services Agreement (“Agreement”) is made effective as of \_\_\_\_\_, 2017, between the Central Vermont Regional Planning Commission (“CVRPC”), a political subdivision of the State of Vermont organized jointly by the municipalities of Washington County and the Towns of Orange, Washington, and Williamstown as authorized in 24 V.S.A. Chapter 117, and the Wrightsville Beach Recreation District (“District”), a Vermont union municipal district developed through agreement among the Towns of East Montpelier, Middlesex, and Worcester and the City of Montpelier as authorized under 24 V.S.A. Chapter 121.

**BACKGROUND**

- A. CVRPC has substantial experience and expertise in the delivery of administrative services that support financial management.
- B. DISTRICT is engaged in activities to develop and maintain a beach and other recreational facilities associated with the Wrightsville Reservoir.
- C. Given the substantial experience of CVRPC’s personnel in providing administrative services to support financial management (including functions in the areas of accounting, \_\_\_\_\_) and DISTRICT’s desire to receive those services from an institution with experience and expertise in the delivery of those services, the parties desire to enter into the within Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**I. SERVICES TO BE PERFORMED**

As requested from time to time by DISTRICT, CVRPC shall perform the following services:

- A. ACCOUNTING SERVICES. CVRPC shall perform for DISTRICT those accounting services and functions specified on Exhibit A.

**II. PROVISIONS GOVERNING PERFORMANCE OF SERVICES**

The following terms and conditions shall govern the parties' performance of services:

- A. CVRPC shall exercise due care in the performance of all services, and meet any applicable federal, state, or local legal requirements or professional, or industry standards.

- 1 B. CVRPC shall coordinate and consult with the appropriate employees of
- 2 DISTRICT from time to time and establish periodic evaluations of the services it
- 3 provides to DISTRICT.
- 4
- 5 C. CVRPC shall provide all necessary professional and administrative personnel and
- 6 all facilities needed to perform the services for DISTRICT.
- 7
- 8 D. CVRPC shall permit the independent auditors of DISTRICT to have access to its
- 9 pertinent books and records to verify the accuracy of the Service Charges under
- 10 this Agreement.
- 11
- 12 E. Notwithstanding the foregoing, unless granted express written authorization from
- 13 DISTRICT, CVRPC is not granted the power to:
- 14
- 15 1. Borrow or lend money on behalf of DISTRICT.
- 16
- 17 2. Incur debt, other than common bank charges, on behalf of DISTRICT.
- 18
- 19 3. Invest cash under management.
- 20
- 21 F. The foregoing services to be performed by CVRPC shall be at arm's-length, and
- 22 the legal relationship of CVRPC to DISTRICT shall be that of an independent
- 23 contractor. DISTRICT and CVRPC shall maintain separate records at all times,
- 24 and in such a manner as to confirm that the parties hereunder are separate legal
- 25 entities with independent rights and obligations.
- 26
- 27 H. DISTRICT shall provide CVRPC access to any records or other information
- 28 necessary to provide the services under this Agreement. Such information shall
- 29 be considered confidential unless otherwise stated.
- 30
- 31 I. Each of the parties shall adopt separate records of account and such other
- 32 methodologies as their auditors and accountants may deem reasonable and
- 33 appropriate pertaining to all expenses, costs, and fees earned and incurred
- 34 hereunder.
- 35

**III. PRICE AND PAYMENT TERMS**

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- 37
- 38 A. The service charges for services performed for DISTRICT by CVRPC shall be
- 39 equal to \$ \_\_\_\_\_ (in the aggregate, the "Service Charges").
- 40
- 41 B. The Service Charges may be reviewed and adjusted from time to time by mutual
- 42 agreement of CVRPC and DISTRICT.
- 43
- 44 C. CVRPC shall invoice DISTRICT for the Service Charges on a quarterly basis.
- 45 DISTRICT agrees to pay each invoice in full within 30 days of issue.
- 46

1 D. Any unpaid balances between DISTRICT and CVRPC under this Agreement  
2 outstanding for more than thirty (30) days will accrue interest at a rate of \_\_\_\_  
3 percent (\_\_\_\_%).  
4

5 **IV. RECORDS**

6  
7 A. CVRPC shall maintain such records as may be necessary to adequately reflect the  
8 accuracy of the Service Charges under this Agreement. CVRPC will make and  
9 maintain such other and additional records as DISTRICT may from time to time  
10 reasonably require in connection with this Agreement.  
11

12 B. Each of the parties shall adopt separate records of account and such other  
13 methodologies as their auditors and accountants may deem reasonable and  
14 appropriate pertaining to all expenses, costs, and fees earned and incurred  
15 hereunder.  
16

17 C. Upon prior reasonable notice, CVRPC will permit DISTRICT or its independent  
18 auditors access to CVRPC's premises and pertinent books and records during  
19 normal business hours to verify the accuracy of the records which support the  
20 Service Charges imposed under this Agreement.  
21

22 **V. TERM AND TERMINATION**

23  
24 A. This Agreement shall begin on \_\_\_\_\_, 2017 and terminate on  
25 December 31, 2017.  
26

27 B. Either party may cancel the Agreement prior to December 31, 2017 by giving  
28 written notice at least 30 days in advance. DISTRICT agrees to compensate  
29 CVRPC for those costs incurred from agreement execution to the date of  
30 termination.  
31

32 C. Upon nearing the end of the final term or termination of this Agreement, without  
33 respect to cause, CVRPC shall take all reasonable and prudent measures to  
34 facilitate any transition required by DISTRICT. All DISTRICT property, tangible  
35 and intangible, shall be returned to the DISTRICT upon demand at no additional  
36 cost to the DISTRICT.  
37

38 **VI. MISCELLANEOUS**

39  
40 A. SURVIVAL.  
41

42 This Agreement shall continue in force and existence after the merger,  
43 restructuring, name change, transfer, sale, assignment, conveyance, or other  
44 reorganization of either party. The successors, assigns, or transferees of either  
45 party shall succeed to all rights and obligations of the assigning or transferring  
46 party.

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B. FORCE MAJEURE.

Neither party to this Agreement shall be liable to the other party for any failure to perform, or any delay in the performance of, any obligation under this Agreement, if such failure or delay is caused by circumstances beyond the control of that party. For purposes of interpreting this provision, "circumstances beyond the control" shall include, without limitation, any act of God, war, sabotage, embargo, accident, labor strike, lockout, fire, flood, casualty, earthquake, governmental action, riot, war or revolution. The party experiencing circumstances beyond its control shall immediately notify the other party of the existence of such circumstances. The party experiencing circumstances beyond its control shall use every reasonable effort to mitigate the effects of such circumstances as soon as possible.

C. CONFIDENTIALITY.

- 1. In connection with the performance by CVRPC of the provisions of this Agreement, DISTRICT will provide CVRPC with access to its confidential information and data (hereinafter "Confidential Information"). In addition, CVRPC may provide DISTRICT with Confidential Information of CVRPC in connection with the Services under this Agreement. In connection with the foregoing, CVRPC and DISTRICT each agree to treat all Confidential Information received from the other as follows:
  - a. Each party recognizes and acknowledges that the Confidential Information is disclosed in confidence solely in connection with this Agreement.
  - b. Each party agrees that it (including its shareholders, directors, officers, employees, and agents) (i) will not disclose to any third party any of the Confidential Information, except to the extent required by law, without the disclosing party's prior written consent, (ii) will limit the availability of the Confidential Information to those of its respective shareholders, directors, officers, employees, and agents who need to know such Confidential Information, and (iii) will not use any of the Confidential Information for any purpose other than the foregoing.
  - c. The term "Confidential Information" does not include any information which (i) at the time of disclosure or thereafter is generally available to the public other than as a result of a disclosure by the receiving party, (ii) was within the receiving party's possession prior to its being furnished pursuant hereto, provided that the source of such information as not known by the

1 receiving party to be bound by a confidentiality agreement with, or  
2 other contractual, legal, or fiduciary obligation of confidentially  
3 with respect to such information, (iii) becomes available to the  
4 receiving party on a non-confidential basis from a source other  
5 than the disclosing party, or (iv) has been independently acquired  
6 or developed by the receiving party without violating any  
7 provision hereunder.  
8

- 9 d. Upon the termination of this Agreement for any reason, upon the  
10 request of the disclosing party, all Confidential Information  
11 heretofore or hereafter received or obtained by the receiving party  
12 from the disclosing party shall be promptly returned to the  
13 disclosing party, and any analyses or other documents prepared by  
14 or for the receiving party which incorporate any part of the  
15 Confidential Information, and all copies, summaries, and notes  
16 shall be promptly destroyed.  
17

18 D. ASSIGNMENT AND DELEGATION.  
19

20 Neither party to this Agreement shall in any way assign, delegate or otherwise  
21 dispose of this Agreement or any of the rights, privileges, duties or obligations  
22 granted or imposed upon it under this Agreement without the prior written  
23 consent of the other party. No such consent shall be required, however, to assign,  
24 delegate, or otherwise dispose of any rights or obligations under this Agreement if  
25 made to a wholly-owned subsidiary of CVRPC. Any assignment, delegation or  
26 disposal, in whole or in part, of this Agreement without requisite consent will be  
27 void and have no effect, but such consent shall not be unreasonably withheld.  
28

29 E. EFFECT ON OTHER AGREEMENTS.  
30

31 Nothing contained herein shall create any legal liability or obligation on the part  
32 of either party to this Agreement for any third party contracts, agreements,  
33 obligations, or liabilities of the other party, unless a party to this Agreement  
34 expressly assumes such liability or obligation in a signed writing.  
35

36 F. APPLICABLE LAW.  
37

38 This agreement shall be governed by the laws of the State of Vermont and may  
39 not be amended or modified except by an instrument in writing signed by both  
40 parties.  
41

42 G. ENTIRE AGREEMENT.  
43

44 This Agreement shall constitute the entire agreement between the parties, and  
45 supersedes and cancels all previous negotiations or understandings between the  
46 parties on the subject matter hereof except as expressly provided herein. No

1 conditions, use of trade, course of dealing, understanding or agreement purporting  
2 to vary, explain or supplement the terms of this Agreement shall be binding unless  
3 hereafter made in writing and signed by DISTRICT and CVRPC. No  
4 modification may be effected by the acknowledgment or acceptance of any  
5 purchase order or shipping forms containing terms at variance with those set forth  
6 herein. Waiver by either party of any term, provision, or condition of this  
7 Agreement shall not be construed to be a waiver of any other term, provision, or  
8 condition nor shall such waiver be deemed a waiver of any subsequent term of the  
9 same provision.

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12 IN WITNESS WHEREOF, the parties have executed this Agreement as of \_\_\_\_\_,  
13 2017.

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15 [CVRPC]

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18 By: \_\_\_\_\_  
19 Name: Bonnie Waninger  
20 Title: Executive Director

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22  
23 [DISTRICT]

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25  
26 By: \_\_\_\_\_  
27 Name: Carl Whitke  
28 Title: Chair  
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**PURCHASING POLICY**  
**Wrightsville Beach Recreation District**

**PURPOSE.** The purpose of this Purchasing Policy is to obtain the highest quality goods and services for the Wrightsville Beach Recreation District at the lowest possible price, to exercise financial control over the purchasing process, to clearly define authority for the purchasing function, to allow fair and equal opportunity among qualified suppliers, and to provide for increased public confidence in the procedures followed in public purchasing.

**PURCHASE AUTHORIZATION.** No purchases over **\$2000.00** shall be made by any District officer or employee without prior approval of the Board. When making any purchase not subject to the bid process described below, officers and employees must solicit quotes from at least three vendors unless the Board has approved a sole source vendor. Vendors will be selected based on cost, the quality of the goods and services offered, and the ability, capacity, and skill of the vendor demonstrated under prior contracts with the Town.

**BID PROCESS.** All purchases of **\$25,000.00** or more shall be subject to a bid process. The bid process shall be initiated by the issuance of a request for bids prepared by the Board. Notice of the request for bids shall be made by letters to known providers soliciting bid responses, advertisements posted in three public locations within the Districts Towns, and advertisements placed in a newspaper of general circulation in the region.

**BID SPECIFICATIONS.** Bid specifications shall include:

1. Bid name.
2. Bid submission deadline.
3. Date, location, and time of bid opening.
4. Specifications for the project or services including quantity, design, and performance features.
5. Bond and/or insurance requirements.
6. Any special requirements unique to the purchase.
7. Delivery or completion date.

Once a request for bids has been issued, the bid specifications will be available for inspection at the **Recreation District office**.

**BID SUBMISSION.** All bids must be submitted in sealed envelopes, addressed to the District in care of the Board, and plainly marked with the name of the bid and the time of the bid opening. Bid proposals will be date stamped on the outside of the envelope immediately upon receipt. Any bid may be withdrawn in writing prior to the scheduled time for the opening of bids. Any bids received after the time and date specified shall not be considered and shall be returned to the bidder unopened.

Bidders shall bid to specifications and any exceptions must be noted. A bidder submitting a bid thereby certifies that the bid is made in good faith without fraud, collusion, or connection of any

kind with any other bidder for the same work, and that the bidder is competing solely on his/her behalf without connection with or obligation to any undisclosed person or firm.

**BID OPENING.** Every bid received prior to the bid submission deadline will be publicly opened and read aloud by the Board. The bid opening will include the name and address of bidder; for lump sum contracts, the lump sum base bid and the bid for each alternate; for unit price contracts, the unit price for each item and the total, if stated; and the nature and the amount of security furnished with the bid if required.

**CRITERIA FOR BID SELECTION.** In evaluating bids, the Board will consider the following criteria:

1. Price.
2. Bidder's ability to perform within the specified time limits.
3. Bidder's experience and reputation, including past performance for the Town.
4. Quality of the materials and services specified in the bid.
5. Bidder's ability to meet other terms and conditions, including insurance and bond requirements.
6. Bidder's financial responsibility.
7. Bidder's availability to provide future service, maintenance, and support.
8. Nature and size of bidder.
9. Any other factors that the selectboard determines are relevant and appropriate in connection with a given project or service.

The Board reserves the right at its sole discretion to reject any and all bids, wholly or in part, to waive any informalities or any irregularities therein, to accept any bid even though it may not be the lowest bid, to call for rebids, to negotiate with any bidder, and to make an award which in its sole and absolute judgment will best serve the District's interest. The Board reserves the right to investigate the financial responsibility of any bidder to determine his or her ability to assure service throughout the term of the contract.

**CHANGE ORDERS.** If specification changes are made prior to the close of the bid process, the Request For Bids will be amended and notice shall be sent to any bidder who already submitted a bid and a new bid process will be initiated. Once a bid has been accepted, if changes to the specifications become necessary, the selectboard will prepare a change order specifying the scope of the change. Once approved, the contractor and an authorized agent of the District must sign the change order.

## **EXCEPTIONS**

**Sole Source Purchases.** If the Board determines that there is only one possible source for a proposed purchase, it may waive the bid process and authorize the purchase

from the sole source.

**Recurring Purchases.** If the total value of a recurring purchase of a good or service is anticipated to exceed \$25,000.00 during any fiscal year, the bid process shall be utilized and shall specify the recurring nature of the purchase. Once a bid has been accepted, all future purchases shall be made from that bidder without necessity of additional bids, until such time as the selectboard votes to initiate a new bid process.

**Emergency Purchases.** The Board may award contracts and make purchases for the purpose of meeting the public emergency without complying with the bid process. Emergency expenditures may include immediate repair or maintenance of district property, vehicles, or equipment if the delay in such repair or maintenance would endanger persons or property or result in substantial impairment of the delivery of important District services.

**Professional Services.** The bid process shall not apply to the selection of providers for services that are characterized by a high degree of professional judgment and discretion including legal, financial, auditing, engineering, risk management, and insurance services.

The foregoing Policy is hereby adopted by the Board of the Wrightsville Beach Recreation District this \_\_\_\_\_ day of \_\_\_\_\_ and is effective as of this day until amended or repealed.

\_\_\_\_\_  
Chairperson  
  
\_\_\_\_\_  
  
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**CASH RECEIPTS, PETTY CASH AND RETURNED CHECK POLICY**  
**Wrightsville Beach Recreation District**

**PURPOSE.** The purpose of this Cash Receipts Policy is to establish proper management practices over cash, checks, and other receipts in order to instill public confidence in District operations and to provide accurate, reliable, and timely information upon which financial decisions can be made.

**AUTHORIZED PERSONNEL.** For internal control purposes, only the following officers, employees, and volunteers are authorized to receive funds on behalf of the District of: treasurer, assistant treasurer, board members, district manager, \_\_\_\_\_,

\_\_\_\_\_.

**PROPER PAYEE.** All checks, money orders, and credit card payments, regardless of function, must be made payable to the Wrightsville Beach Recreation District. No instruments may be made payable to a District officer, employee, volunteer, committee, board, or group.

**RECEIPTS.** Persons authorized to receive funds on behalf of the District must issue a fully completed collection receipt for any cash received *[using a three-part, pre-numbered receipt, or some other receipt or reporting system acceptable to the treasurer]*. The original completed receipt must be issued to the person from whom the funds are received. The second copy must be delivered to the treasurer with the funds. The third copy must be retained by the person authorized to receive funds for audit purposes, and it shall be countersigned by the treasurer when funds are deposited with the treasurer.

**SAFEGUARDING FUNDS.** Safeguarding funds prior to deposit with the treasurer is the responsibility of authorized personnel receiving the funds. All coins, currency, checks, credit card information, and money orders must be retained in a secure place until deposited with the treasurer in accordance with the section below.

**PREPARING AND DEPOSITING FUNDS.** Funds collected by authorized persons totaling **\$500.00** or more must be deposited with the **treasurer** no later than the following business day. Funds collected totaling less than **\$500.00** must be deposited with the **treasurer** no later than the first business day of the following week.

Each person depositing funds with the **treasurer** must submit a spreadsheet or adding machine tape of the checks in the same sequential order and totaled with each deposit. The **treasurer** will count and verify the amount deposited in the presence of the person depositing the funds. All deposits made to the **treasurer** will be issued a receipt or other acknowledgement. The **treasurer** will take the deposits to the bank daily and retain copies of all deposit statements issued by the bank. **Each department will receive from the treasurer a monthly list of deposits that have been verified through the bank statement. Any discrepancies shall be reported to the treasurer.**

**PETTY CASH.** No officer, employee, volunteer, department, committee, board, or group may establish a petty cash system without consent from the Board and the treasurer. The Board will appoint an officer, employee, or volunteer to be custodian for each petty cash account.

A base petty cash amount must be determined by the treasurer. A lockable cash box will be used to store petty cash and must be locked at all times. The key will be kept in a secure location. Only the petty cash custodian and the treasurer will have access to the locked petty cash box and key.

A pre-numbered, two-part receipt will be issued by the custodian or the treasurer for each payment made out of petty cash. This receipt is to be signed by the custodian or treasurer and the officer, employee, or volunteer receiving the petty cash. Payments out of petty cash will be made only when a valid receipt is presented. Should prepayments out of petty cash be necessary, a memo explaining the purpose of the prepayment must be signed by the custodian or treasurer and the officer, employee, or volunteer and placed in the petty cash box or drawer.

At all times the total of receipts added to the cash remaining in the petty cash box must equal the predetermined petty cash amount. Under no circumstance will personal funds be used to compensate shortages. All shortages must be brought to the attention of the treasurer immediately upon discovery.

**RETURNED CHECKS.** A returned check will be recorded in the accounting system against the revenue in which it was originally posted if the check is not replaced. First-time returned checks will be re-deposited. Upon second receipt of a returned check, the treasurer will notify the check writer and inform him or her that his or her check did not clear and advise that there is a *[Insert a amount based on the fee charged by the District's bank plus an additional amount to cover the District's expenses arising from handling the returned check]* return check fee due. Thereafter, full payment, including the return check fee, must be in the form of cash, money order, or bank certified check.

The foregoing Policy is hereby adopted by the Board of the Wrightsville Beach Recreation District this \_\_\_\_\_ day of \_\_\_\_\_ and is effective as of this day until amended or repealed.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Treasurer

## 2017 MANAGER'S CONTRACT

### I. Introduction

This contract is between the Wrightsville Beach Recreation District (the District), acting through its Board of Directors (the Board), and COLLIN O'NEIL (the Manager). Its purpose is for the management of the Wrightsville Beach Recreation Area (the Beach), located in Middlesex, Vermont, for the summer season of 2017. Its term is April 27, 2017 through April 26, 2017.

### II. District's Obligations

The District agrees to:

1. Compensate the Manager according to the following schedule:
  - A. During the twenty-two (22) week period commencing April 25, 2016 and ending September 24, 2016 to pay a base rate of \$86.00 per week, to be paid biweekly. *If a supervisor is not hired, then the Manager's base weekly rate will be \$126 for the 22 week period.*
  - B. During the period of the contract, to pay an additional \$\_\_\_\_\_ per hour for each hour worked on shifts, season opening or closing, or special projects, to be paid biweekly. No hourly charges will be made for routine supervision of the beach or of other employees.
  - C. Reimburse the Manager up to \$500 for mileage at the IRS/State of Vermont current rate per mile. The manager will submit expense reports detailing the date, number of miles, the purpose, and destination of the trip being charged to the District.
1. Pay all workers' compensation, social security and unemployment compensation payments due under law.
2. Through the Board, provide policy guidance to the Manager.
3. Provide the Manager with equipment and materials necessary to properly perform his function, including a good quality lawnmower and all necessary maintenance tools.

### III. Manager's General Obligations

The Manager agrees to provide the following services personally or through employees or agents of the District to be supervised by the Manager:

1. Maintain a friendly, pleasant environment for Beach users.
2. Ensure that the Beach rules are followed and the Beach is kept reasonably free of vandalism and nuisances created by other users. This may occasionally require making requests for special visits by police officials.
3. Maintain the grounds of the Beach in a neat and orderly condition with grass properly mowed and the grounds free of litter.

4. Keep the District's buildings, grounds and equipment in good maintenance and repair.
5. Construct appropriate buildings or other structures or devices the Board reasonably directs and as allowed by the State of Vermont per the Management Plan.
6. Ensure that staff is present at the direction of the Board.
7. Ensure reasonable measures to collect user fees established by the Board for day use or season passes, and deposit receipts at least once per week with Central Vermont Regional Planning Commission.
8. Oversee records of season passes sold, identifying purchasers and family members eligible for use of the passes.
9. Coordinate special events.

#### **IV. Manager's Personal Obligations**

The Manager agrees to provide the following services personally:

1. Consistent with the general policy guidance provided by the Board, generally manage the business and affairs of the Wrightsville Beach.
2. Act as the District's principal representative to the public. This will require taking reasonable steps to ensure that the public has a positive perception of the Beach, including responding to user complaints, and that a wide range of recreational opportunities are offered to users of the Beach.
3. Attend all regular meetings of the Board, report on the condition of the Beach, and advise the Board on policy matters.
4. Devote a reasonable amount of time to the duties of Manager.
5. During the period April 25, 2017 through September 24, 2017 be responsible for the management of the beach. If the manager is out of town, he shall appoint an assistant who will perform the duties. If the manager plans to take a vacation consisting of 3 consecutive days or more, the Chair of the Board shall be notified.
6. Employ, supervise, and, as need requires, dismiss other employees of the District, and ensure their proper and timely compensation through the financial services of the Central Vermont Regional Planning Commission by providing complete and accurate records of employee hours worked.
7. Participate in construction, maintenance, and repair activities as time and other obligations permit.
8. Maintain inventories of supplies and equipment of the District, and order and acquire necessary replacements.
9. Coordinate special events.

10. As directed by the District's Treasurer, account to the Board for cash and expenditures, and take appropriate steps to ensure the security of District funds.
11. When physically present at the Beach, take reasonable steps to ensure the physical safety of swimmers, including taking any actions appropriate to enforce motorboat regulations of the Water Resources Board.
12. Manage promotional activities for the Beach.
13. Provide for spring opening and fall closing of the Beach in the manner directed by the Board.

**V. Cancellation**

This contract may be canceled by either party on two weeks notice. The contract may be canceled without notice by the District if the Manager is in substantial breach of any of the Manager's General or Personal Obligations under Articles III or IV, fails to carry out the reasonable orders and directions of the Board, or engages in activity bringing serious discredit to the District or the Beach.

**VI. Grievances**

The Manager or any employee may bring grievances to the Board. The Board shall give the complainant an opportunity to be heard and to present witnesses in an informal manner, and shall thereafter issue findings, conclusions and any decision in writing.

**VII. Arbitration**

The parties to this contract agree to submit to arbitration any dispute arising from its terms or as part of its execution. A single arbitrator shall be appointed by agreement of the Manager and the Board.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017 at Montpelier, Vermont.

For the District: \_\_\_\_\_

For the Manager: \_\_\_\_\_

Collin O'Neil

Social Security # \_\_\_\_\_