



City Council Meeting

Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM

Please click the link below to join the webinar:

<https://zoom.us/j/92973478288>

Or Telephone: +1 309 205 3325 US

Webinar ID: 929 7347 8288

****CCTV link: https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7lNoKug676jIf_iUA ****

To participate in Public Forum in person, sign up at the meeting.

To participate in Public Forum via ZOOM sign up here:

<https://www.burlingtonvt.gov/citycouncil/publicforum>

*****ONLINE closes one hour prior to the beginning of public forum*****

Do not sign up in person and via Zoom - select one only

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda as follows: remove from the consent agenda item 8.21. and place it on the Deliberative Agenda as item 9.9. (per City Council President Paul per Councilor Bergman); remove from the consent agenda item 8.16. and place it on the Deliberative Agenda as item 9.10. (per City Council President Paul per Councilor Grant); add to the consent agenda item 8.23. Communication: Margaret Prindle, re: NEIGHBORHOOD CODE; add to the consent agenda item 8.24. Communication: Solveigh Overby, re: Why has the City derailed the Gateway Block Request for Proposal process? 2/12/2024 City Council Agenda Item 4; add to the consent agenda item 8.25.

2. Legislative update and meeting with Primmer Piper team (verbal) **4:30 pm - 5:30 pm**

Subject	2.1. Legislative update and meeting with Primmer Piper team (verbal)
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	2. Legislative update and meeting with Primmer Piper team (verbal) **4:30 pm - 5:30 pm**
Department	Council and Board
Type	Information Communication

3. Presentation on former YMCA from Bruce Baker (verbal) **5:30 pm - 6:15 pm**

Subject	3.1. Presentation on former YMCA from Bruce Baker (verbal)
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	3. Presentation on former YMCA from Bruce Baker (verbal) **5:30 pm - 6:15 pm**
Department	Council and Board
Type	Information Presentation

4. Communication: Mayor Miro Weinberger re: South End Coordinated Redevelopment Predevelopment Agreement and Gateway Block Predevelopment Agreement (verbal) **6:15 pm - 7:30 pm ***expected executive session*****

Subject	4.1. Communication: Mayor Miro Weinberger re: South End Coordinated Redevelopment Predevelopment Agreement and Gateway Block Predevelopment Agreement (verbal) **6:15 pm - 7:30 pm** ***expected executive session***
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	4. Communication: Mayor Miro Weinberger re: South End Coordinated Redevelopment Predevelopment Agreement and Gateway Block Predevelopment Agreement (verbal) **6:15 pm - 7:30 pm** ***expected executive session***
Department	Mayor's Office
Type	Action Procedural

Recommended Action Move to enter into executive session for the Council to communicate with legal counsel and the City Administration about negotiations related to the South End Coordinated Redevelopment Predevelopment Agreement and Gateway Block Predevelopment Agreement, pursuant to 1 V.S.A 313(a)(2).

5. Public Forum: Time Certain: 7:30 pm **See above for signup instructions**

Subject	5.1. Verbal Comments
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	5. Public Forum: Time Certain: 7:30 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural

6. Climate Emergency Reports (5 - 10 mins.)

Subject	6.1. Verbal reports
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	6. Climate Emergency Reports (5 - 10 mins.)
Department	Council and Board
Type	Information

7. Public Health & Safety Emergency Updates (5-10 mins.)

Subject	7.1. Verbal reports
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	7. Public Health & Safety Emergency Updates (5-10 mins.)
Department	Council and Board
Type	Information

8. Consent Agenda

Subject	8.1. Motion to adopt the consent agenda (as amended) and take the actions indicated
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Council and Board

Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda (as amended) and take the actions indicated
Subject	8.2. Communication: C/T Office, re: Accountability List
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	8.3. Communication: C/T Office, re: January 16, 2024 Regular City Council Meeting Minutes, Draft
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes at the February 26, 2024 Regular City Council Meeting
Subject	8.4. Communication: C/T Office, re: January 22, 2024 Regular City Council Meeting Minutes, Draft
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes at the February 26, 2024 Regular City Council Meeting

Subject	8.5. Communication: C/T Office, January 29, 2024 Regular City Council Meeting Minutes, Draft
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes at the February 26, 2024 Regular City Council Meeting
Subject	8.6. Special Event Outdoor Entertainment Permit Application (May 2024 - September 2024); Higher Ground, BCA Center - 405 Pine Street (in back parking lot of building)
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the special event outdoor entertainment permit application (May 2024 - September 2024) for Higher Ground, BCA Center - 405 Pine Street (in back parking lot of building)
Subject	8.7. Special Event Outdoor Entertainment Permit Application (April 5, 2024 to April 8, 2024): The Pinery, 377 Pine Street
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the special event outdoor entertainment permit application (April 5, 2024 to April 8, 2024) for The Pinery, 377 Pine Street
Subject	8.8. Special Event Outdoor Entertainment Permit Application (May 17 - August 30): South End Get Down, 4:30 pm - 11:00 pm every Friday, 377 Pine Street
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM

Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the special event outdoor entertainment permit application (May 17 - August 30) for South End Get Down, 4:30 pm - 11:00 pm every Friday, 377 Pine Street
Subject	8.9. Special Event Outdoor Entertainment Permit Application (9/19/24 to 9/22/24): Oktoberfest, Burlington Waterfront
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the special event outdoor entertainment permit application (9/19/24 to 9/22/24) for Oktoberfest, Burlington Waterfront
Subject	8.10. Communication: Mayor Miro Weinberger, re: Appointments of Brian Lowe and Kirby Dunn to the Burlington Housing Authority Board
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Mayor's Office
Type	Action (Consent)
Recommended Action	accept communication and place on file
Subject	8.11. 2024 - 2025 Tobacco License and Tobacco Substitute Endorsement Renewals; see attached list
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2024 - 2025 Tobacco License and Tobacco Substitute Endorsement Renewals as listed
Subject	8.12. Communication: Solveig Overby, re; 1/29/24 City Council PF

Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	8.13. Motion to Authorize Chief Administrative Officer to enter into a contract for email services - I & T
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Innovation & Technology
Type	Action (Consent)
Recommended Action	to approve and authorize the Chief Innovation Officer to execute an agreement with GovConnection, Inc. and Microsoft for email services for a total amount not to exceed \$165,000 over three years, subject to final contract approval by the City Attorney's Office
Subject	8.14. Authorization to Execute Contracts for two Great Streets CityPlace Streetscape Public Arts Projects - BCA/DPW
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	City Arts
Type	Action (Consent)
Recommended Action	To approve and authorize the Director of Burlington City Arts to execute the following Artist Agreements for public art surrounding CityPlace Burlington, for contract values not to exceed \$182,500 in the aggregate, with additional approved contingency funds in the amount of \$17,500 to fund any future necessary contract amendments or city scope related to the public art projects, for a total authorized expenditure not to exceed \$200,000, subject to review and approval by the City Attorney's Office and contingent upon City Council approval of Budget Amendment for BTC Public Improvements for Public Art Contracts and ARDA Amendment: - o A contract with Studio Projects, LLC in an amount not to exceed \$92,500 for final design, fabrication, and installation of artwork; and - o A contract with Studio KCA in an amount not to exceed \$90,000 for final design, fabrication, and installation of artwork
Subject	8.15. Budget Amendment for 130 Bank Street Sales Tax Reallocation Funds for the BTC Public Improvements Project - DPW

Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to authorize the Director of Public Works or designee to request reimbursement in the amount of \$987,059 in 130 Bank Street Sales Tax Reallocation funds towards the BTC Public Improvements Project Budget and to accept the same, and to further authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1 in furtherance of securing this reimbursable state funding
Subject	8.16. Van purchase for Burlington CARES - Police **NOW AGENDA ITEM 9.10.**
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Police Department
Type	Action (Consent)
Recommended Action	to approve and authorize the Chief of the Burlington Police Department, to enter into a purchase agreement with New England Motor Car Company, to acquire a Ram ProMaster Van for use by the Burlington CARES team, in an amount not to exceed \$84,995, with review and approval of any purchasing agreements by the City Attorney's Office
Subject	8.17. Approve Street Maintenance Worker/Working Foreperson Retention Bonuses - DPW
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve the attached Memorandum of Understanding between AFSCME Local #1343 and the City of Burlington Re: Retention Bonus for Department of Public Works Street Maintenance Employees, authorizing Public Works Director Chapin Spencer to execute the agreement and to further authorize the payment of retention bonuses to employees holding the positions of Street Maintenance Worker and Street Maintenance Working Foreperson for the periods described and amounts listed therein provided that such payments shall not exceed \$1500 per employee or \$28,500 in the aggregate, subject to review as necessary by the Chief Administrative Officer or designee

Subject	8.18. Request to Amend a Contract with Nelson\Nygaard Consulting Associates, Inc. for Consultant Services for the Citywide Transportation Options Study - Planning
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Planning
Type	Action (Consent)
Recommended Action	to approve and authorize the Director of City Planning to amend the maximum limiting amount for the CTOS study to a total of \$104,373.50 to execute a contract amendment with Nelson\Nygaard Consulting Associates, Inc. for the revised amount and for the purposes of replacing the scope of work for Task 1A, subject to final review and approval of the City Attorney's Office
Subject	8.19. Budget Amendment and Contract Amendment for BTC Public Improvements and Associated Public Art Contracts - DPW
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	1. To approve and authorize the use of \$200,000 in Waterfront TIF funds towards the BTC Public Improvements, Public Art project budget, as further detailed in the amendments to the project budgets as described in the above table labeled "NW Budget- TIF Only" and subject to the attached Budget Amendment form; and 2. To approve and authorize the use of \$1,054,624 in Waterfront TIF funds towards the BTC Public Improvements, BTC Public Improvement TIF project budget, as further detailed in the amendments to the project budgets as described in the above table labeled "NW Budget- TIF Only" and subject to the attached Budget Amendment form; and 3. To approve and authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1. 4. To authorize the Director of Public Works to execute a second contract amendment with Stantec Consulting Services, Inc. for the development of an updated design for the Great Streets Bank & Cherry Street project in an additional amount up to \$85,716, and any necessary future amendments in furtherance of updating the current design using up to an additional \$8,571.60 (10%) in available contingency funds, for a total authorized contract amount not to exceed \$1,340,003.32, subject to the review and approval of the City Attorney's Office.
Subject	8.20. FIO Documents

Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Communication Information Action (Consent)
Recommended Action	for information only
Subject	8.21. Resolution: Implementation Of A Carbon Pollution Impact Fee (TEUC (Councilors Bergman and King) **NOW AGENDA ITEM 9.9.**)
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Council and Board
Type	Action (Consent) Resolution
Recommended Action	postpone to a date certain for the February 26, 2024 Regular City Council Meeting
Subject	8.22. Resolution: Climate Policy Review And Next Steps For Existing Commercial And Industrial Buildings Less Than 50,000 Square Feet (Councilors Traverse, Barlow)
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Council and Board
Type	Action (Consent) Resolution
Recommended Action	postpone to a date certain to the February 26, 2024 Regular City Council Meeting
Subject	8.23. Communication: Margaret Prindle, re: NEIGHBORHOOD CODE
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office

Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	8.24. Communication: Solveig Overby, re: Why has the City derailed the Gateway Block Request for Proposal process? 2/12/2024 City Council Agenda Item 4
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	8.25. Communication: Beth Anderson, Electric Light Commission, re: Resignation
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	8. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication, place it on file, advertise the vacancy in Seven Days and send a letter of appreciation to Beth Anderson thanking her for her time served as a Member of the Electric Light Commission

9. Deliberative Agenda

Subject	9.1. Public Hearing: City's 2024-2028 Consolidated Plan for Housing and Community Development - CEDO
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	9. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action Public Hearing
Recommended Action	open the Public Hearing close the Public Hearing

Subject	9.2. Communication: Mayor Miro Weinberger, re: Appointment of Assistant City Attorney **AGENDA ITEM REMOVED**
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	9. Deliberative Agenda
Department	Mayor's Office
Type	Action
Recommended Action	confirm the appointment of David Englander as Assistant City Attorney
Subject	9.3. City of Burlington, VT 2021-2023 Dog Task Force Report (15 mins.)
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	9. Deliberative Agenda
Department	Committee - Parks
Type	Action Information Report
Recommended Action	waive the reading, accept the report and place it on file
Subject	9.4. Second Amendment to Second Amended and Restated Development Agreement, CityPlace Partners LLC - Mayor's Office (20 mins.)
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	9. Deliberative Agenda
Department	Mayor's Office
Type	Action
Recommended Action	to approve and authorize Mayor Miro Weinberger to execute a Second Amendment to Second Amended and Restated Development Agreement with Cityplace Partners LLC, in substantial conformance with the attached draft and subject to the final review and approval of the City's attorneys
Subject	9.5. Resolution: Supporting Students And Educators Through Statewide Education Tax Relief (Councilors Traverse, Paul, Barlow and Carpenter) (15 mins.)
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	9. Deliberative Agenda

Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	9.6. RAISE Reconnecting Downtown Grant Acceptance associated with the BTC Public Improvements Project - DPW (10 mins.)
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	9. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	1. To authorize the Director of Public Works to execute the Amendment #1 to Cooperative Agreement CA0811 from the Vermont Agency of Transportation to accept an additional grant amount of \$22,384,000 for construction of the Reconnecting Downtown Project, for an authorized RAISE grant acceptance in the amount of \$22,384, resulting in a total authorized grant acceptance amount of \$37,384,000, including a previously authorized CDS local match in the amount of \$3,000,000, with project costs to be paid upfront by the City of Burlington and then reimbursed by the Vermont Agency of Transportation with no local match, subject to approval by the City Attorney's Office. 2. To authorize the Director of Public Works to execute the U.S. Department of Transportation Grant Agreement under the Fiscal Year 2023 Raise Program to define the scope of work, project schedule, and City's reporting responsibilities, subject to approval by the City Attorney's Office. 3. To approve necessary amendments to the BTC Public Improvements Project Budget – Great Streets Bank and Cherry Street Project Budget by adjusting the accounts as described herein and in the attached draft budget amendment form, and further authorize the Chief Administrative or designee to effect all necessary transfer of funds in furtherance of such amendments.
Subject	9.7. Request to (1) convey the so-called North Hangar building at Patrick Leahy Burlington International Airport to Beta Technologies, Inc. (Beta) by Bill of Sale, and (2) execute a Ground Lease Agreement with Beta to replace the existing building lease between the parties - Airport (15 mins.)
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	9. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	1. To authorize the conveyance of the North Hangar building located at 1150 Airport Drive in South Burlington to Beta Technologies, Inc. and to authorize the

Mayor of the City of Burlington to execute a bill of sale to effect the conveyance, subject to final review and approval by the City Attorney's Office.

2. To authorize the leasing of certain identified space at the Patrick Leahy Burlington International Airport to Beta Technologies, Inc., and to authorize the Mayor of the City of Burlington to execute the ground lease agreement, subject to final review and approval by the City Attorney's Office

Subject **9.8. South End Coordination Schedule Update 2.12.24 - DPW (20 mins.)**

Meeting February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM

Category 9. Deliberative Agenda

Department Public Works Department

Type Information
Presentation

Subject **9.9. Resolution: Implementation Of A Carbon Pollution Impact Fee (TEUC (Councilors Bergman and King) (15 mins.) **WAS CONSENT AGENDA ITEM 8.21.****

Meeting February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM

Category 9. Deliberative Agenda

Department Clerk/Treasurer's Office

Type Action
Resolution

Recommended Action waive the reading and adopt the resolution

Subject **9.10. Van purchase for Burlington CARES - Police **WAS CONSENT AGENDA ITEM 8.16.****

Meeting February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM

Category 9. Deliberative Agenda

Department Police Department

Type Action

Recommended Action to approve and authorize the Chief of the Burlington Police Department, to enter into a purchase agreement with New England Motor Car Company, to acquire a Ram ProMaster Van for use by the Burlington CARES team, in an amount not to exceed \$84,995, with review and approval of any purchasing agreements by the City Attorney's Office

10. Committee Reports

Subject	10.1. Verbal reports
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	10. Committee Reports
Department	Council and Board
Type	Information

11. City Council - General Affairs (up to 15 mins.)

Subject	11.1. Verbal reports
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	11. City Council - General Affairs (up to 15 mins.)
Department	Council and Board
Type	Information

12. City Council President - Council Updates (up to 5 mins.)

Subject	12.1. Verbal reports
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	12. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

13. Mayor - General Affairs (up to 10 mins.)

Subject	13.1. Verbal reports
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	13. Mayor - General Affairs (up to 10 mins.)
Department	Council and Board
Type	Information

14. Adjournment

Subject	14.1. Motion to adjourn
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM

Category	14. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

15. Informational and Non-Discrimination Statements

Subject	15.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Licensing, Voting and Records Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.
Meeting	February 12, 2024 - Regular City Council Meeting - Monday, February 12, 2024, 4:30 PM, Meeting will begin in the Bushor Conference Room before moving to Contois Auditorium OR REMOTELY via ZOOM
Category	15. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information

Prepared by: Lori Olberg, Licensing, Voting & Records Coordinator

	Meeting Date	Type of Document
1	7/12/2021	Resolution: Parks Arts And Culture Committee To Create A Dog Task Force
2	10/18/2021	Resolution: Police Oversight And Accountability Authorities To Police Commission To Alter The Police Disciplinary System
3	2/6/2023	Resolution: Supporting More Public Input On Police Oversight And Accountability Upon Defeat Of The Ballot Initiative On A Community Control Board
4	2/6/2023	Communication re Ward 2/3 NPA Resolution to Name the New Shelburne Street Roundabout After Tony Redington and Ward 2/3 NPA Resolution in Support of Big Heavy World Teen Center Proposal for Memorial Auditorium
5	3/13/2023	Communication re Ward 5 NPA Steering Committee to Name the New Shelburne Street Roundabout after Tony Redington
6	3/13/2023	Resolution: Supporting LGBTQIA+ Community Members and Condemning Transphobia

7	4/17/2023	Communication re Winooski Avenue Corridor Study Implementation Update
8	5/15/2023	Resolution: BTV Solar Eclipse 2024
9	5/15/2023	Resolution: Process For Updating Sheltering on Public Lands Policy Given The Rise in Homelessness And The End Of The Motel Voucher Program
10	6/5/2023	Resolution: Accepting Grant Funding from the Department of Mental Health for the Crisis Response Team and Exploring the Creation of a Burlington CAIP Department
11	7/24/2023	Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals
12	8/14/2023	Communication: Financial review of Expenditures by REIB in Fiscal Years 2021 and 2022
13	10/10/2023	Communication: Vehicle for Hire Licensing Board, re: Vehicle for Hire Modernization
14	12/11/2023	Resolution: Implementation Of A Carbon Pollution Impact Fee For New Construction And Large Existing Commerical and Industrial Buildings 25,000 Square Feet or Larger
15	12/18/2023	Ordinance: Burlington Code of Ordinances-Sections 21-45 - 21-49 Trespass

NOTE: These resolutions relate in part to the work of the Joint Committee (Ordinance and Charter Change) in their work on police

NOTE: These communications are both regarding the Shelburne Street Roundabout naming after Tony Reddington

CITY COUNCIL ACCOUNTABILITY LIST

It is a record of resolutions, ordinances, communications that have come to the Council and there is an action requested.

8-Feb-24

Action Requested	Updated Next Steps in the Process
report due back to the City Council from the task force	4/29/2022; This timeline was amended to year end 2022; UPDATE as of 1/30/2023: The Task Force will present a report to PACC at its next meeting UPDATE: Task Force will be presenting their report to the Council on March 27, 2023 UPDATE: Final report will come to the Council in June 2023. UPDATE: final report to come in February 2024.
CA office to draft ordinance with language as per the resolution, with the ordinance to be referred to the Ordinance Committee, amendment to FY22 to include legal counsel for the Police Commission, referral to Charter Change to hold meetings with community and stakeholder input on moving disciplinary authority from the Chief of Police to a body independent from BPD that may include the Commission with the possibility of a Charter change for consideration.	**NOTE: This item was never added to this Accountability List in October 2021.** It is being added as of February 10, 2023. Draft ordinance was done by then-CA Richardson in March 2022, presented to the Police Commission in April 2022 and the PC responded with comments to the draft. By May 2022, CA Richardson and other staff left. This draft and PC comments must be followed up on and then referred to the Ordinance Committee. Question on resolved clause lines 103 to 105 to be followed up on. Charter Change Committee was to hold meetings with community and stakeholders with referral of language back to the Council. UPDATE: Draft ordinance was referred to Joint Committee of Ordinance and Charter Change in April 2023. This is now Charter language to be voted on at the January 29, 2024 meeting
upon defeat of the ballot item on Community Control of Police, that proposed Charter language of Control Board, mayor's December 2020 Charter amendment, October 18, 2021 resolution, related ordinance language from City Attorney in April 2022 be referred to Ordinance and Charter Change Committees for review, robust public input on disciplinary authority of Chief, oversight role of the police commission with referral back to full council by June 1, 2023	3/9/2023 - chairs of Ordinance and Charter Change to meet with Council President to discuss joint meetings, stakeholder and robust public input, beginning early April. UPDATE: Meeting dates being determined for late April and into May. UPDATE: first meeting to be held May 4. UPDATE: Meetings scheduled in May, Report to come to the Council on June 5. UPDATE: This is now Charter language to be voted on at the January 29, 2024 meeting
refer the communication to TEUC and CDNR Committees respectively for further review and engagement	TEUC Item was taken up at the March meeting, more information was requested for the next TEUC meeting. As of January 2024, no further action taken
refer the communication to TEUC for further review	TEUC Item was taken up at the March meeting, more information was requested for the next TEUC meeting. As of January 2024, no further action taken
City Council will work in collaboration with community members and organizations and the City administration to develop a plan for ongoing activities to support and amplify the voices of the LGBTQIA+ community, including days of action, flying pride flags on City property, and organizing a speakers series; City Council urges Burlington's state legislative delegation to look at current state hate crime statute to look to extend protections for schools and organizations that advocate/support LGBTQ+ (and other minoritized communities) from hate motivated targeted crimes City Council's Ordinance Committee shall, in coordination with the Burlington Police Department and the City Attorney's Office, examine Burlington's graffiti ordinance and consider changes that address continued defacement of public property, and graffiti that spreads hateful and harmful messages.	There have been stakeholder meetings brought forward by the Administration to address the directives in the resolution.

refer the communication to TEUC in order to work with the Administration on the plan to monitor and evaluate the changes to the North Winooski Avenue corridor and any proposal to address the transportation and neighborhood needs arising from the evaluation	
the City Council requests that the event planning staff in Burlington City Arts, Business and Workforce Development, and the Burlington Parks, Recreation and Waterfront Department provide regular updates to the City Council Parks, Arts, and Culture Committee regarding planning for this event, including but not limited to, developing a page on the City’s website with visitor data, coordinating with local organizations on events in the area, and city-sponsored events to celebrate the eclipse in collaboration with area schools, scientific organizations, and/or other groups celebrating the arrival of the exclipse. Staff to update the Parks, Arts, and Culture Committee in July or August 2023 and in January 2024 with a full plan for the event.	Referred to PACC with updates to the full Council in September and early 2024
The City Council asks CEDO to provide the CDNR committee with research and community and city staff engagement on best practices and potential pathways to take to improve the status quo on three topics at the CDNR May, June, July 2023 meetings – respectively: 1) The current sheltering on public lands policy 2) Chittenden County sheltering options when shelter capacity has been reached; and, 3) Storage and bathroom access. CDNR committee shall obtain feedback from relevant stakeholders, including the State of Vermont, and report back on the discussion of best practices and potential pathways as well as recommended actions to the City Council on August 14, 2023, Administration and the City Council will work with our state legislative delegation to find additional funding to assist Burlington and other municipalities to find resources to alleviate the full cost of supporting the unhoused on city services; and the City Council requests the Administration convene a meeting of community organizations and City staff responsible for serving unhoused community members to inform a Work Session at the June 5th City Council meeting regarding the City’s response to addressing houselessness.	Work session was held on June 5. UPDATE: research from CEDO is forthcoming and will be discusseed at the September 2023 CDNR meeting.
requests an evaluation be done to explore Burlington CAIP becoming a department of the City , an evaluation be done to review the reporting and supervisory structure needed to support three public safety departments (police, fire and CAIP), that a report come to Public Safety Committee in October 2023, approval for the Chief of Police to accept the Department of Mental Health grant for Burington CARES	Report to come to Public Safety in October 2023
requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2025, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting	Initial meeting of the parties by 12/31/2023
Refer the materials posted under this item as supporting documents to the HR Committee to consider the full impact of this report on our City, Tyeastia Green, Casey Ellerby and their families. We further refer these materials to the HR Committee to establish a process for independent evaluation and oversight of the hiring and retention policies and solutions employed by the City of Burlington to combat anti-BIPOC and gender based discriminatory practices.	To be discussed by the HR Committee
referred to TEUC	
referred to TEUC for consideration at their next meeting with any recommendations to come to the full Council by	Any changes to be referred back to the full Council for consideration by January 29, 2024
refer the proposed to the ordinance committee for further review to include, but not be limited to, consideration of the list of parties authorized to issue no trespass orders, balancing no trespass orders with proactive harm reduction efforts and to evaluate expanding the ability to enforce the trespass ordinance on private property.	

e oversight and accountability.

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
January 16, 2024
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng (via Zoom)
Zoraya Hightower
Sarah E Carpenter
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant
Hannah King

OTHERS PRESENT:

Miro Weinberger
Katherine Schad
Jared Pellerin
Kim Sturtevant
Samantha Sheehan
Lori Olberg
Nathan Lavery
Tom Flanagan
Clare Wool
Brian Pine
Chapin Spencer
Laura Wheelock
Josh Olund
Steven Spear
Mike LaCroix
Bob Klinefelter
Carolyn Cota

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 5:33 PM.

MOTION by Councilor Doherty, SECOND by Councilor King, to amend/adopt the agenda as follows:

- **Add to the consent agenda item 7.22. Communication: Jake Twarog, re: Winooski Bridge Project – Pedestrian & Bike Safety.**

VOTING: unanimous; motion carries.

2. PRESENTATION: BURLINGTON SCHOOL DISTRICT, RE: BUDGET DEVELOPMENT UPDATE

2.1. Presentation: Burlington School District, re: Budget Development Update
Superintendent Flanagan and Director of Finance Lavery presented on this item.

Superintendent Flanagan began by speaking about budgetary assumptions. He noted that wages and benefits saw an increase of 5%, and that health insurance premiums are estimated to increase by 16.4%. He said that there was a \$9.5 million increase in debt service due to bonding. He noted that ESSER funds are ending, which means that programs and positions funded by federal dollars can only be retained if the budget is increased to support them.

He then spoke about the equity budgeting model, noting that this will be the third year that BSD uses this approach. He said that the model is created with input from the community and centers around allocating resources to students who need them the most. He noted that the model provides a foundational level of support and additional funds for equity-focused investments unique to the school community, and it recognizes that staffing levels must be responsive to enrollment changes. He noted that the staffing model provides each school with core staffing, that non-personnel funds are allocated based on a per-student basis, and an Equity Allocation provides additional funding using a weighted student formula that allocates more funds for schools with greater need.

Superintendent Flanagan then spoke about the School Boards budget guidance for this year. He said that it was to recognize that staffing levels must be responsive to enrollment changes, that budget growth must be limited due to increases in wages, benefits, and pending BHS/BTC costs, that funding must meet strategic plan objectives, that the district must continue to offer robust programmatic offerings, that multi-year impacts of changes be considered, and that investments should be identified that serve the most vulnerable students.

Director Lavery then spoke about the impact of the bond for BHS/BTC. He said that the majority of the bonding has occurred, and that BSD has borrowed \$130 million of the total \$165 million that was authorized. He said that the biggest tax impact of the project is in FY25, with an 11% increase on taxes. He noted that if the remaining \$35 million is borrowed, it will increase tax rates by an additional 2.8% (everything else held constant). He noted that remaining borrowing is likely to occur over two years, and will impact the FY26-27 budgets and taxes.

He spoke about Act 127 and the tax cap and how this interacts with BSD's budget development. He noted that Act 127, which changed the pupil weight methodology, also included a tax cap to help communities adjust spending over multiple years in response to new pupil counts. He said that the cap has a 5% cap on the increase in equalized tax rate (before the Common Level of Appraisal, or CLA) and a review by the Agency of Education if growth in spending per pupil exceeds 10%. He said that because the 5% cap is applied to equalized tax rates, it does not shield communities from tax rate increases resulting from CLA changes, and noted that due to CLA changes in Burlington, any budget scenario subject to the 5% cap will still increase tax rates by nearly 14%. He noted that the CLA decreased by 7.87%, which had the effect of driving tax rates up. He said that with the CLA at that level, BSD's budget proposal saw a 17% tax increase. He said that even with the 5% tax rate cap applied, the CLA still results in an increase of 13.67% in the tax rate. He said that this has been extremely disruptive across the region. He noted that BSD can only achieve a below 8% tax increase by making massive reductions in force (at least 12%).

Superintendent Flanagan then spoke about five scenarios that were developed to attempt to minimize the tax rate increase in the FY25 budget. He noted that he recommends Scenario 2, which responds to CLA pressures while allowing for necessary programmatic and operational investments. He spoke about the breakdown of increased spending within this scenario, noting that the majority of it is attributed to debt servicing of the bond. He noted that it minimizes impacts on staffing and includes modest programmatic investments to support the strategic plan and leadership development, and offsets those with reductions. This scenario would increase the tax rate by 13.97%. He noted that the tax rate increase without the bond would have been 3.97%, and the tax rate increase without CLA would have been 5%. Director Lavery noted that because the majority of the increase is due to the bond, Burlington should not see this kind of increase year after year. He noted that the FY23 audited fund balance was \$2.4 million, which is being used to support the FY25 budget, and is currently being used specifically to support costs associated with rent for temporary spaces for the school.

Director Lavery spoke about the property tax impact of Scenario #2. He said that using the example of a homestead valued at \$370,000, the taxes would increase by \$749, and that for a homestead valued at \$500,000, the taxes would increase by \$1,012. He also showed the income adjustment tax impact of Scenario #2, showing that income of \$50,000 would have an increase of \$134, and income of \$120,000 would have an increase of \$321.

Councilor Hightower asked why so much of the bond money has been drawn down already. Director Lavery replied that the City issued the bonds and received the money and it is now in the District's bank account. He said that they have not prepaid anything. He said that it is earning interest in the District's bank account. He said that they borrowed so much because the City issues bonds once per year and that they would need to draw down enough to pay back or reimburse for expenses that have already been incurred, as well as last through the entire year of project spending. He also noted that some of the project costs have been incurred earlier than anticipated. Councilor Hightower asked what public input is going into informing the scenarios for the budget. Superintendent Flanagan replied that they received the tax estimates from the State on January 2 and have had tight turnarounds to incorporate those into the budget. He noted that each school has an advisory group that has been giving input, and the district has a good sense from families about how to prioritize spending based on the input received at those groups.

Councilor Traverse asked for confirmation that there's one scenario that shows that in order to come below the cap and decrease the education tax from what was in Scenario #2, the district would need to cut up to 50 FTEs, and that even with that, there would be a tax increase of 8% due to the CLA and bonding. Superintendent Flanagan confirmed this. Councilor Traverse asked whether the district has mapped out what the core staffing model and ratios would look like if 50 FTEs were cut from the budget. Superintendent Flanagan replied that they have an idea of what that would look like, but it is very disruptive to the district, and he isn't recommending the scenarios related to these aggressive cuts. He said that it would also impact school choice models and overall staffing ratios, and would have a very destabilizing effect. Councilor Traverse asked about historic CLA trends as they relate to tax increases for the education fund. Director Lavery replied that there have been years where the CLA has decreased by 2-4%, but it hasn't had as big of an impact as it is having this year. Councilor Traverse asked whether the District had gotten any advance notice from the State about this significant impact, and Director Lavery replied that they typically do not receive advanced notice about this, but must wait until the Tax Department provides these numbers to all communities across the state. He noted that the City Assessor reviewed this and was not taken aback by the level of CLA decline, based on the current landscape in the real estate market. Councilor Traverse said that because this number is only coming to communities weeks before they need to finalize budget proposals to place on ballots for Town Meeting Day, this is one indicator of how the state's education funding model is deeply broken.

Councilor Barlow concurred with Councilor Traverse about the education funding model. He asked whether neighboring districts are having the same challenges with their budgets as Burlington. Superintendent Flanagan replied that yes, neighboring districts, and even districts that are further away, are experiencing similar challenges with their district budgets. Councilor Barlow asked whether the City has already triggered the threshold at which a Citywide reappraisal is necessary. Director Lavery replied that the law has changed and that reappraisals will happen more often, but the metric by which they are triggered is different.

Councilor Bergman agreed with the approach the District is taking by not making austerity cuts that would negatively impact staffing levels. He asked about rebounding enrollment trends. Superintendent Flanagan replied that he is optimistic that the K-5 and pre-K numbers are increasing. Councilor Bergman said that the relationship between income sensitivity and the \$400,000 cap is now at a critical point, because people have no control over their home values and incomes aren't rising. He said that this is an issue that must be taken to the legislature. He said that BSD's presentations should include more illustrations to help the average homeowner understand some of these implications. He noted comments by the State Auditor about health care costs and alternative ways of trying to deal with them, and Director Lavery replied that the health insurance benefit is collectively bargained at the State level, which limits the levers through which Burlington itself can influence the rising costs of that plan.

Councilor Carpenter suggested that the City have a model or an interactive tool that homeowners could use to see what the effect on their tax bills would be. She also noted that after the last reappraisal, one of the lingering questions of the Ad Hoc Reappraisal Committee was how to match circuit breaker incomes to property values, and that the City should revisit that to build its own case about lifting that \$400,000 cap. She also suggested several changes to the staffing model graphics to more accurately reflect them.

Councilor Shannon asked about the value of the per pupil weights under the new system compared to the old system. Director Lavery replied that the two are not directly comparable, but the new model is estimated to provide the City with \$8 million more in spending before they would need to increase taxes than the old model would have.

Councilor Grant agreed that the education funding system is broken. She also emphasized the importance of personnel and staff as a driver of quality education.

Councilor Dieng said it is important to understand that the tax rate is going up while enrollment is going down and why that is happening. He noted that this presentation has been giving to the school boards and people have weighed in on it. He asked what the District has been hearing in terms of feedback thus far. Superintendent Flanagan said that at the school level, the schools are saying that this is a big increase and that the district and City should be doing everything it can to make sure that it helps the citizens of Burlington out over time, while maintaining robust programmatic support. He also said that the school district is continuing to advocate for PCB funding as well as construction aid, the latter of which is something that most other states have in place, which would help the district significantly. He also noted that the Monsanto lawsuit is still pending, and that the school district is working hard to bring additional funding into the system. Councilor Dieng asked whether classroom size is comparable between Burlington and surrounding districts. Superintendent Flanagan replied that Vermont and other New England states have lower pupil to teacher ratios than other parts of the country, and that Burlington is comparable with surrounding districts. Councilor Dieng asked what the backup plan will be if this budget proposal is rejected by the voters. Director Lavery replied that they have not yet developed a Plan B, and that their main focus is on communicating the drivers of the rate increase and emphasizing that part of it is being driven by a decision that was largely supported by the voters (the bond), and the other part is being driven by decisions that have no relation to school spending decisions. He said that the more people hear this, the more they will agree that this is a responsible budget proposal.

Chair Wool emphasized the fact that Burlington is the only school district in the State that has had to permanently close its high school in the last five years and that has had to absorb the cost and expenses of bonding for and building a new high school. She said that the district led the new weighting system through Act 127 and thanked the City Council for its work to help advocate that. She asked the citizens of Burlington to support this budget.

3. COMMUNICATION: MAYOR WEINBERGER, RE: REQUESTED AMENDMENTS TO LAND USE MOU WITH UVMC; CITYPLACE ARDA 2.0 AMENDMENTS; AMENDMENTS TO DEVELOPMENT AGREEMENT WITH CAMBRIAN RISE **EXPECTED EXECUTIVE SESSION**

3.1. Communication: Mayor Weinberger, re: Requested Amendments to Land Use MOU with UVMC; CityPlace ARDA 2.0 Amendments; Amendments to Development Agreement with Cambrian Rise **Expected Executive Session**

Mayor Weinberger began by noting that related to the UVMC MOU, there is a document summarizing the current agreement and the areas that need to be updated (and this is public). He said that with respect to the other two projects, there are long-term agreements with the developers and that there are changes that need to be made to reflect updates. He said that he anticipates that changes to both of these agreements will come before the Council relatively soon. He said that no votes are anticipated for tonight's executive sessions.

MOTION by Councilor Doherty, SECOND by Councilor King, to find that premature general public knowledge of the City's stance on requested amendments to the development agreement with Cambrian Rise; amendments to the CityPlace ARDA 2.0; and amendments to the land use MOU with UVMC, would clearly place the City at a substantial disadvantage because the City risks disclosing its negotiating stance prematurely.

VOTING: unanimous; motion carries.

MOTION by Councilor Doherty, SECOND by Councilor King, that based on the finding of substantial disadvantage, the City go into executive session to communicate with legal counsel and the City Administration under the provisions of 1 V.S.A Section 313(a)(1)(A) and (F), to include the Acting City Attorney, Chief Administrative Officer, outside consultant David G. White, DPW Senior Engineer, the CEDO Director, the Director of Planning, and outside legal Counsel Tim Sampson.

VOTING: unanimous; motion carries (Councilors Traverse and Doherty recused from the portion of executive session dealing with the UVMC MOU).

4. PUBLIC FORUM: **TIME CERTAIN – 7:30 PM**

4.1 Verbal Comments

Forum opened at 7:39 PM.

COMMENTS:

Burlington residents (in person):

- Brandon Dayton spoke about the MOU that the City has with UVM. He said that he is disappointed that the City isn't discussing the low wages that UVM pays its staff and faculty in addition to talking about the housing in the agreement. He said that UVM's average salary is \$39,000, and that someone making that would have to spend half of their income to be able to afford living in the City, and that UVM has also caused the housing crisis that has led to high housing costs. He suggested that the City work with labor unions to hold UVM accountable.

- John Mahoney spoke about the proposed MOU with UVM regarding housing. He said that the proposed MOU shows no strength for the City, and asked why it doesn't suggest cutting the number of enrolled students while increasing housing. He said that the University does not care about the City but only about itself.
- Romeo van Hermann noted that there were many items last year that came up at City Council that did not pertain to the City, and hopes that the Council spends more of its time this year tackling issues that pertain directly to the City. He also wished everyone a happy new year.
- Marty Gilles expressed frustration with the Winooski Bridge proposal, because it does not have bike lanes, and said that the City should push back on VTrans to accommodate bike lanes on the bridge.
- Colin Larson spoke about the Winooski Bridge proposal, saying that the proposal would funnel more cars through Winooski and Burlington when it should be focusing less on cars and more on alternative modes of transportation, noting that this is the only pedestrian connection between Burlington and Winooski.
- Jack Tiano spoke about the Winooski Bridge proposal, saying that VTrans, which is leading the design of the project, has failed. He said that they have ignored valid public feedback, been biased toward 20th century approaches to rural and urban infrastructure, and the fundamental failure of climate action. He said that vehicle miles traveled will increase with this proposal rather than decrease.
- Todd Lacroix said that people fail to learn from history. He spoke about past leaders and how they have failed because they are narcissistic psychopaths.
- Dan Castrigano spoke about his frustration with the design proposal for the Winooski Bridge project. He said that the bridge's design should be climate-forward and that it should help shift modes of transportation. He said that the bridge should be redesigned with an eye to decreasing vehicle miles traveled, not increasing them.
- Alyssa Chen spoke about negative experiences with going over the Winooski Bridge. She then spoke about the apartheid free ballot resolution. She noted that over 1,500 Burlingtonians have petitioned to have this item on the ballot, and asked the Council that the democratic process play out and allow the item to be placed on the ballot. She said that putting this on the ballot creates a public forum for discussion around the Israeli/Palestinian conflict to occur. She said that standing against apartheid is standing for peace.
- Jake Schumann said that he would like to remove his name from the petition regarding the apartheid-free ballot resolution. He said that the organizers behind this petition are being duplicitous and attempting to divide the left.
- Shawn McConnell spoke about being homeless in the community and being on a homeless voucher. He said that he is able-bodied and is able to work, and that there are no opportunities for him to do so. He also said that drug-users should be penalized for using in public, and should also be presented with treatment options and resources (and suggested including drug testing strips and treatment literature at needle exchange sites in the City).
- Shawn McConnell's wife, also homeless, spoke about their experience as a non-drug-using homeless couple and how there is a lack of resources for them as unhoused individuals who don't use drugs. She spoke about how drug use in City Hall Park is rampant and that Burlington must do more to clean up its parks and make them family-friendly again.

Burlington residents (via Zoom):

- Trisha O'Kane spoke in support of the charter change to strengthen the civilian control of municipal security forces. She spoke about how the Troubles in Ireland started due to distrust of the local police, saying that this has been improved in part due to reform in oversight of the police force.
- Sharon Bushor spoke about the School Board presentation, specifically about the decreases in enrollment. She noted that this decrease in enrollment was seen in certain sections of the City, saying that this is germane and potentially linked to the City's housing initiatives. She said that the City's housing initiative does not address increasing housing for families. She said that the City must work on ways to increase families in the City.

- Evan Gould spoke about the Winooski Bridge project proposal, noting that nowhere in public hearings did people suggest that the lanes need to be wider on that bridge, but that this is just what the current proposal plans to do. He said that they have asked VTrans to come back with another proposal that would prioritize multi-modal transportation, but that VTrans has done nothing. He noted that VTrans applied for a grant specifically targeted to multi-modal, multi-jurisdictional projects, but that this project is more of the status quo.
- Nolan Rogers spoke about the Winooski Bridge project, saying that pedestrian and cycling infrastructure should be increased and the vehicle lanes should be reduced. He said that the intersections around this bridge are some of the worst around Burlington. He said that the bridge should be two-lane vehicle lanes and increase the pedestrian and cycling infrastructure on the bridge.
- Quinn Bisby spoke about the Winooski Bridge project, saying that it is a massive investment for the City and that the project should be designed correctly and in accordance with the opinions and attitudes of Burlington's residents. He said that the Council should delay its decision to approve the proposed design and take the time to get this right. He said that cars should not be prioritized over pedestrian and biking options.

Non-Burlington residents (in person):

- Keren Sita spoke in all VermonTERS, saying that what is happening is inhumane. She said that leaders should be ashamed of themselves for how they have treated and handled the homeless situation in the state. She also said that leaders should prioritize biking and healthy options.

Forum closed at 8:22 PM.

5. CLIMATE EMERGENCY REPORTS

5.1 Climate Emergency Reports

Mayor Weinberger spoke about legislative activity and support around developing a 100% renewable energy standard, and that Burlington Electric Department has been a key part of these discussions. He said that it is a framework that works well with Burlington's Net Zero Energy Plan. He also spoke about his participation at the Mayor's Innovation Project Conference in Washington, DC about Burlington's long-term climate leadership and its electrification plan.

6. PUBLIC HEALTH AND SAFETY EMERGENCY UPDATES

6.1 Public Health and Safety Emergency Updates

Councilor Magee noted that last week, the Vermont House of Representatives passed H. 72, which would authorize and pilot two overdose prevention centers in Burlington and southern Vermont. He said this type of evidence-based approach is greatly needed.

Mayor Weinberger spoke about other legislative activity in Montpelier, noting that the City is preparing to testify on various aspects of the opioid crisis, including the retail theft bill, which would respond to some of the challenges downtown and would allow multiple thefts to be aggregated to prevent recidivism. He also noted the potential creation of a vehicle theft statute. He then provided an update on the winter warming shelter at the VFW, which opened on December 15 and serves 35 people every night, and that it is operating without conflict from neighboring properties. He also noted that there is a plan from the Agency of Human Services to end the remaining motel program by April 1st, which is problematic, and that the City has proposed an alternative wind-down plan back to the State. He said that it urges the State to continue this plan to July 1st.

Councilor Grant said that the State Attorney's data is still around 3,000 cases, and that they are busy and backlogged. She reminded the public that they should reach out to the State Attorney to determine whether their case was logged. She encouraged the public to review the community safety public forums that were held on December 14th and 19th, and said that the City should make more effort to make the presentations and public questions available through the City. She said that she is planning another forum to be held mid-February and to focus on harm reduction and the work of the Fire Department. She noted that she was at Decker Towers this morning with Fire Department leadership to look at conditions in the stairwells. She noted that people were sleeping in the stairwells, there were needles, empty food containers, Narcan, feces, and cigarette butts littering the floors. She said that the City has failed the residents that live in this building and expressed sadness and disappointment at these conditions. She spoke about retail theft and how the Police Department is now discouraging filing online reports by businesses. She said that while this is an improvement, it is not appropriate to blame retail businesses for doing nothing. She said that some larger businesses are paying significant sums of money for their own private security.

7. CONSENT AGENDA

7.1 Motion to adopt the consent agenda (as amended) and take the actions indicated

7.2 Communication: C/T Office, re: Accountability List – waive the reading, accept the communication, and place it on file.

7.3 Tobacco License and Tobacco Substitute Endorsement Renewals (2024-2025); see attached list – approve the 2024-2025 Tobacco License and Tobacco Substitute Endorsement Renewals as listed.

7.4 Special Event Outdoor Entertainment Permit Application (one day only): Vermont Future Fest, 377 Pine Street, private parking lot, June 15, 2024, 11 am – 4 pm. – approve the one day only special event outdoor entertainment permit application for Vermont Future Fest, 377 Pine Street, private parking lot, June 15, 2024, 11 am – 4 pm.

7.5 FY23 Recycling Truck & Plow Truck Purchase Cost Increase – DPW - approve and authorize the Department of Public Works to spend an additional \$16,189.00, for a total of \$222,722.00, for the FY23 plow truck, and additional \$21,242.00, for a total of \$285,242.00 for the FY23 recycling truck purchase; and to further authorize the Director of the Department of Public Works to execute a purchase agreement and other associated documents necessary to effect such purchase with Allegiance Trucks for a total purchase price not to exceed \$222,722.00 for the FY23 plow truck, and \$285,242.00 for the FY23 recycling truck, subject to the review of the City Attorney's Office.

7.6 Conversion of BED Energy Assistance Program from a Pilot to a Permanent Rate – BED - approve BED seeking approval from the Vermont Public Utility Commission of the Energy Assistance Program tariff provided with this memo as a permanent BED tariff offering to its customers.

7.7 Position Elimination and Creation – BED/HR - approve the elimination of an Enterprise Data & Integration Specialist, a Regular, Full-Time, Exempt, Union, Grade A2, A4, and A6 (depending on tiered level) position and create a Cybersecurity Engineer, a Regular, Full-Time, Exempt, Union, Grade A4 and A6 (depending on tiered level) position within the Burlington Electric Department.

7.8 Communication: C/T Office, re: October 10, 2023 Regular City Council Meeting Minutes, Draft – waive the reading, accept the communication, place it on file, and adopt the minutes at the January 29, 2024 Regular City Council Meeting.

7.9 Communication: C/T Office, re: October 10, 2023 Local Cannabis Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes at the January 29, 2024 Regular City Council Meeting.

7.10 Communication: C/T Office, re: October 10, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes at the January 29, 2024 Regular City Council Meeting.

7.11 Communication: C/T Office, re: October 23, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes at the January 29, 2024 Regular City Council Meeting.

7.12 Communication: C/T Office, re: October 23, 2023 City Council With Mayor Presiding Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes at the January 29, 2024 Regular City Council Meeting.

7.13 Communication: C/T Office, re: November 6, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes at the January 29, 2024 Regular City Council Meeting.

7.14 Communication: C/T Office, re: November 20, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes at the January 29, 2024 Regular City Council Meeting.

7.15 Communication: C/T Office, re: November 20, 2023 Local Cannabis Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes at the January 29, 2024 Regular City Council Meeting.

7.16 Communication: C/T Office, re: November 20, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes at the January 29, 2024 Regular City Council Meeting.

7.17 Communication: C/T Office, re: December 11, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes at the January 29, 2024 Regular City Council Meeting.

7.18 Communication: C/T Office, re: December 18, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file, and adopt the minutes at the January 29, 2024 Regular City Council Meeting.

7.19 FIO Documents – for information only.

7.20 Resolution: Selection of Newspapers For Publication Of 2024 Election Warnings And Notices (Councilor Paul) – waive the reading and adopt the resolution.

7.21 BED Advanced Distribution Management System Project – BED - approve and authorize the General Manager of BED to execute with Survalent a Software License Agreement, an Implementation Services Agreement, and a Support & Maintenance Agreement to purchase and receive associated implementation, support, and maintenance services for an Advanced Distribution Management System at fixed, not-to-exceed prices, subject to review and approval of the City Attorney's Office and subject to appropriations for each relevant fiscal year.

7.22 Communication: Jake Twarog, re: Winooski River Bridge Project – Pedestrian & Bike Safety – waive the reading and place the communication on file.

MOTION by Councilor Magee, SECOND by Councilor Shannon, to adopt the consent agenda as amended and take the actions indicated for items 7.1-7.22.

VOTING: unanimous; motion carries.

8. DELIBERATIVE AGENDA

8.1 First Public Hearing on Proposed Charter Amendments for March 5, 2024 Annual City Meeting

City Council President Paul said that there are two amendments that require two public hearings prior to placement on the ballot on Town Meeting Day, and that the Council may amend the amendments further based on feedback from these public hearings.

Acting City Attorney Pellerin provided an overview of the proposed charter changes. He said that the first one was brought by the Administration and Burlington Electric Department to increase BED's revolving line of credit from \$5 million to \$10 million to provide for more working capital. He said that the second is around police oversight, which was developed by a Joint Committee formed by the Charter and Ordinance Committee.

City Council President Paul opened the public hearing.

Jake Schumann spoke about basing opinions on what's good for the community rather than personal opinions. He spoke about the charter change related to police oversight, saying that this is the bare minimum that the Council can do.

Lee Morrigan spoke about the charter change on police oversight, saying that they disagree with the statement that there has been a lack of public engagement. They said that there were 39 instances of public input over 15 meetings of the Joint Committee, saying that they were impressed by how intentional the Committee was in incorporating that feedback.

City Council President Paul closed the public hearing.

Councilor Shannon noted that the proposed amendments were referred to the Police Commission and that they were also referred to the Police Union, but that these activities occurred at the end of the process. She said that the Police Commission in a 4-1 vote were not supportive of moving these amendments forward at this time, though she acknowledged that there is much of great value in these changes. She said that she agrees with the Commission that more work is needed on it.

MOTION by Councilor Shannon, SECOND by Councilor Barlow, to refer the proposed charter change to the Police Commission for further consideration and a request that the Commission provide edits or a proposal that addresses comments made at the Commission to the City Council by June 3, 2024.

DISCUSSION:

- Councilor Hightower asked how this would affect the placement of the item on the Town Meeting Day ballot, and City Council President Paul noted that it would be referred to the Police Commission and not placed on the ballot.
- Councilor Bergman said that there was consistent engagement between the Joint Charter/Ordinance Committees and the Police Commission. He said that this set of amendments is a bare minimum of what should be done, and is better than the status quo. He said that a referral is a move to kill this set of amendments. He said that the voters deserve to be able to decide on this. Councilor Shannon said that the intent of this referral is not to kill it.
- Councilor Hightower said that she is not supportive of referring this to the Police Commission.
- Councilor Grant said that there have been clear attempts to stop this from moving forward. She said that this would represent a broken promise, since it was promised that if the ballot item failed last year, a Joint Committee would be formed and a set of amendments would be put forth for voters in 2024 based on that work.
- Councilor Traverse said that the Joint Committee (which he and Councilor Bergman cochaired) met a number of times and received a significant amount of public feedback and input, and that he believes this set of amendments is very close, if not final, in terms of what the Council should be putting in front of the voters. He said that most of the feedback from the Police Commission were really questions around the edges of the amendments, rather than major questions. He said that the Council owes it to the voters to present them with an oversight ballot item, but also a ballot item that has the best chance of passing. He said that he will support this motion, acknowledging that it will push the timeline out, but also acknowledging that the legislature isn't able to take up this charter change until 2025 anyway, and that supporting this motion could tee up this charter amendment for November 2024 voting.
- Councilor Magee said that there is not a forgone conclusion that the legislature wouldn't take this set of amendments up this session and that the City owes it to the voters to put something before them for their consideration. He said that for the Council to not take the bare minimum action that it promised Burlingtonians last March is awful.
- Councilor Carpenter said that she wants to put this before the voters but she also wants to put before the voters a set of amendments that will pass and garner support from Burlingtonians. She said that postponing this would represent a broken promise on the timeline for a charter change related to police oversight, but she wants to develop something that is viable and that will pass.

- Councilor Grant said that there is no such thing as a perfect set of amendments and that this postponement represents a stalling tactic. She noted that the co-chairs of the Police Commission were involved from the beginning and knew what the timeline would be.
- Councilor Shannon pointed out, in response to accusations that this is a stalling tactic, that Councilors Grant, Hightower, and Magee voted not to put this item on the ballot as is, during one of the Council's meetings last December. She said that this set of amendments did not have strong support at this table, nor at the Police Commission nor the Police Union. She said that the Police Commission had concerns about how this would be implemented, which is why she is proposing to refer it to them.
- City Council President Paul noted that the June 3 date in this motion was picked carefully to align future decisions with the timeline for putting police oversight-related charter amendments on the November 2024 ballot.
- Councilor Magee said that his opposition to the resolution on December 11 was not to prevent it from being put on the ballot, and said it is disingenuous to suggest such.
- Councilor Dieng said that this is disheartening. He said that it is this Council's job to do the work, and that this work has been going on for a number of months. He said that this vote is killing the democracy in the City, and that the Council should put this in the hands of the voters now.
- Councilor Traverse clarified that Councilor Shannon's statement about voting at the December 11th meeting was a vote to warn the public hearing for today that is the first step in putting this on the ballot in March. He said that it was after that vote took place that the Police Commission met again (on December 26th), and that their feedback is relatively new information. He noted that there was significant turnover on the Police Commission in the last number of months, which coincided with the work being conducted by the Joint Ordinance/Charter Committee, which made it difficult to conduct some of the work related to crafting these amendments.
- Councilor Bergman said that he believes that the majority of the Police Union's issues with the amendments could have been resolved if they had been made in a public hearing, since then the amendments could have been further amended based on the public hearing. He said that the engagement that would allow the Council to move forward with this isn't happening, because the Police Commission is not at this public hearing. He expressed disappointment that there aren't public comments occurring tonight based on the concerns raised.
- Councilor Hightower said she was hopeful when this process started that there would be a compromise reached between the original language proposed in Question 7 and a more moderate police oversight proposal. However, the longer the process went on, the fewer voices who wanted change showed up, and she said that Burlington has a real problem with wearing down community members. She said that the hundreds of people who signed the petition to put a police oversight item on the ballot have stopped paying attention because they've given up on the City and City Council, which is extremely frustrated.
- Councilor Grant agreed, saying that this represents a wearing down of the community who do not have faith in their representation and their government. She expressed dismay at the negativity that was fed to the current Police Commission to imply that they didn't have the expertise to accomplish this, and said that maybe this is why they stopped paying attention to this.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – nay, Councilor Carpenter – aye, Councilor Dieng – nay, Councilor Doherty – aye, Councilor Grant – nay, Councilor Hightower – nay, Councilor King – aye, Councilor Magee – nay, Councilor Shannon – aye, Councilor Traverse – aye, City Council President Paul – aye (7 ayes, 5 nays); motion passes.

City Council President Paul said that the second public hearing on charter changes will be on January 22, and that the only item being discussed at that time is around the BED bonding item.

8.2 ARPA Funding Dedicated to Housing and Homelessness – CEDO

MOTION by Councilor Carpenter, SECOND by Councilor Shannon, to approve and authorize the allocation and spending of \$2,025,000 of City ARPA funds, by the Chief Administrative Officer, pursuant to the City's spending policies, to continue to address housing and homelessness throughout the City as outlined in the above memo and in the following way: 1. Increase the amount of ARPA funds allocated to address the acute homelessness crisis by \$75,000 from \$2,975,000 to \$3,050,000; and 2. Dedicate \$1,000,000 of ARPA funds to the Post Apartments project at 176 S. Winooski Avenue to aid in the creation of permanently affordable housing units; and 3. Dedicate \$950,000 of ARPA funds to Champlain Housing Trust for use towards the creation of permanently affordable housing units in the next phase of their development at Cambrian Rise.

DISCUSSION:

- **Councilor Carpenter expressed support for using this funding in this way, but cautioned that ARPA funding will be sunseting and that these initiatives will be more difficult to sustain. She said that the City must continue to work with the State to take more leadership on this issue, as the City needs more resources for this.**
- **Director Pine thanked the Council and the Administration for the use of this ARPA funding to tackle Burlington's massive problems with housing and homelessness. He said that the City has been able to significantly increase the Housing Trust Fund with the revenue from the short-term rental registry and fees, and thanked the City Council for this action. He agreed that they will need to seek alternative funding for these important initiatives once ARPA funding expires.**

VOTING: unanimous; motion carries (Councilors Magee and Doherty absent for vote).

8.3 Presentation Regarding Burlington-Winooski BF RAIZ (2)/Burlington STP 5000(29): Burlington Winooski Bridge – DPW
Director Spencer began by noting that this pertains to the Winooski River Bridge and adjacent intersection, and represents \$60 million in investments to improve the safety and connectivity between Burlington and Winooski. He said that this project has engaged bike and pedestrian stakeholders from the beginning, but noted that the project isn't over with. He said that design work continues, and they are still working to further enhance mobility and safety of all modes.

Josh Olund, Project Manager for HNTB, the design consultant working with Burlington and Winooski on the bridge project, provided an overview of the project. He noted that the project pertains to both the bridge itself and the intersection adjacent to the bridge on the Burlington side of the Winooski River. He noted past efforts on this project, including a scoping phase in April 2017-May 2019 where each the bridge and intersection were evaluated separately. He said that this resulted in a bridge scoping report that was released in 2019, which recommended replacing the bridge, and focusing on bike and pedestrian accommodations. He said that the recommended replacement contemplates 4 lanes (similar to current bridge), with wider lanes and shoulders and separated multi-use paths with barriers for pedestrians and cyclists on both sides. He spoke about the intersection scoping report that was also release in 2019, which would take the three-lane intersection on the Burlington side of the bridge and convert it into a four-lane intersection. He also spoke about the bridge grant application that was put together in 2022, which obligates the project to improve safety, address bike and pedestrian accommodations, provide an appealing bridge, and complement the natural and cultural environment.

Steve Spear, Project Manager for HNTB, then spoke about current efforts around this project. He said that they are now at the point where they're combining the two projects into one cohesive project to ensure that there is a continuous corridor through this area. He said that

currently, they're focused on selecting the alternative refinement, conducting preliminary design, traffic control, and the right-of-way process. He spoke about continued outreach and communication with stakeholders and the public. He spoke about targeted public outreach conducted to date. He acknowledged that some of the feedback they've received on the project to date is conflicting, and they are working to balance that and incorporate it into the project.

He spoke about alignments to the bridge for constructability and traffic control. He spoke about bridge phasing and presented several alternatives for bridge reconstruction. He said that the first would build the new bridge next to the existing bridge, transfer pedestrians and utilities to this bridge, and temporarily close the route for 4-6 weeks for demolition and sliding the new bridge together. He said that this bridge is trafficked very heavily and that they are looking at ways to minimize disruptions while allowing the time necessary for reconstruction. He said that part of this project looked at adjacent crossings of the river and how the closure of this bridge would affect them. He noted that the temporary detour (shortest vehicular route) would be utilizing I-89's bridge crossing into Winooski. He emphasized that all pedestrian routes would be maintained on site at all times.

He then spoke briefly about the right of way process, and then future efforts, which would include utility relocation, environmental permitting, and RFQ and RFP development for design-build contracts. He said that utility relocation activities currently include mapping out what utilities will require relocating during this project, developing relocation plans and construction sequencing, and developing utility agreements. He noted that municipal utility relocations are project reimbursable. He spoke about environmental permitting, which include determining permitting restriction commitments, and noted that because this bridge is listed on the National Historic Register, they are also having to work through the Historic process as defined in statute.

He spoke about the benefits of utilizing design-build contracting, which incorporates final design and construction into a single contract, and places increased responsibilities on the Contractor in an attempt to reduce risks and costs to the State. He said that this promotes innovation and improves design/construction efficiencies.

He then spoke about the project schedule. He said that they are currently working through the concept design phase, and that they anticipate working through commitments and clearances (environmental and right-of-way-related) in 2025, with solicitation of contractors in 2026, contracting in 2027, commencement of construction in 2028, and completion of construction in 2030.

He then spoke about project costs and funding. He noted that the project received a federal RAISE grant worth approximately \$24.8 million, and that the total project costs are conceptually estimated to be approximately \$60-80 million. He said that the intersection would be 100% federally-funded, and that the bridge would be funded 80% federally, with a 10% match from the State, and a 5% match from each Burlington and Winooski.

Councilor Barlow noted that many people advocated for a two-lane versus a four-lane bridge, and asked what it would mean for design if it included two rather than four lanes. Mr. Olund said that a two-lane alternative was examined during the scoping phase and that it was determined that there would be significant gridlocking and queuing if the lanes decreased to two. He said that I-89 can generally handle the volume, but it's the intersections coming off the intersection that would turn into gridlock were this bridge to decrease. He said that they do not recommend this decrease. Councilor Barlow also noted a number of comments advocating for separation of bicycle and pedestrian paths on the bridge, and asked why they are proposing a shared-use path. Mr. Olund replied that shared-use paths are a proven method of transporting people and cyclists in the same space, and that splitting that space up would increase obstructions, maintenance, and access, and that open spaces are safer. He said that they are examining potentially shrinking one lane of the shared-use path and increasing the other side (both are currently proposed at a 12-foot width).

Councilor Carpenter asked about the decision-making process, who makes the final decision, and how Burlington relates to that. Mr. Olund replied that there is a finance and maintenance agreement being developed between VTrans and the City and that the project managers want to be as transparent as possible. Director Spencer noted that the Council will need to review and approve the finance and maintenance agreement sometime in the next several months.

Councilor Hightower spoke about the importance of reducing engagement fatigue, and said that a good approach to soliciting public feedback is to be up front with the public about what aspects of the design of the project they are willing to change based on feedback versus the aspects of the project that they are not willing to change, regardless of public input. She asked what feedback they are willing to implement, based on what they have heard. Mr. Olund replied that the project has been defined, and that it will contain four lanes of vehicular traffic and two shared use paths. He said that there can be some give-and-take with regards to the width of each shared use path, and realigning the bridge for improved traffic during construction, and natural traffic calming, but the general definition of the project has been defined.

Councilor Bergman noted that he had had a number of requests related to bike and pedestrian safety around intersection crossings for inclusion the RFP, and asked City staff to point out where and how they were integrated into the process. Mr. Spear replied that they are in the early part of balancing these features into signal design, and that they are working on balancing shortening crosswalks and limiting vehicle speeds with the need to accommodate emergency access as well. Councilor Bergman said it will be important to understand how all of the traffic calming measures are being incorporated into this project. He said that a separated or projected bike lane over the Winooski Bridge is essential. He asked what it will take to have a protected bike lane over the bridge, whether the vehicle lanes have to be widened, and whether the bridge itself can't be widened further. Mr. Spear replied that they are looking to modify the shared use path widths on both sides, and that they are aligning with the Vermont standard widths for shoulder and lane width for vehicular traffic, which will help better accommodate emergency vehicles. Councilor Bergman cautioned that building wider lanes will encourage vehicles to drive more quickly, and that is something that isn't needed in the least (though he acknowledged the importance of better access for emergency vehicles on the bridge).

Councilor Doherty asked how long the bridge closure would be anticipated for during the construction phase of the project. Mr. Spear replied that they would be looking at a 4-6 week total closure, and are looking to minimize the closure time as much as possible. Councilor Doherty asked at what phase in the project the project engages with the potential environmental effects of doing construction in the river itself, speaking about the fragility of the ecosystem at that crossing. Mr. Spear replied that resource assessments are conducted at the outset of the project and that they work through the permitting processes through the life of the project. He said that the final environmental permits are the responsibility of the contractor but that the parameters to limit the footprint of the environmental impact will be defined in the RFP.

Councilor Traverse asked whether the project has received feedback from Green Mountain Transit or emergency services with respect to the current lane width. Mr. Olund replied that they have had very specific conversation with both of those groups and that that feedback is captured in meeting minutes. Councilor Traverse asked whether there are updated figures in traffic studies that the Council could review, and Mr. Olund replied that yes, they update that information. Councilor Traverse noted that this Council unanimously supported the recommendation from CCRPC in 2019 to have four lanes instead of two in the proposed project, and said that while he will respect that decision, he would like to see if there are any flexibilities to work on widening the pedestrian and bike infrastructure to be responsive to constituent concerns.

Councilor Grant spoke about her daily commute across this bridge into Essex and said that moving down to two lanes might not have the deleterious effect that is being projected, since drivers adjust to changes in ways that traffic studies may not show. She said that often, the

backups at the rotary are present even with multiple lanes of traffic and that decreasing the number of lanes on the bridge may not worsen it. She spoke about some of the innovative things that Montreal has been doing to delineate their shared-use paths.

MOTION by Councilor Shannon, SECOND by Councilor Hightower, to suspend the rules and complete the remainder of the deliberative agenda and the Local Control Commission agenda.

VOTING: unanimous; motion carries (Councilor Magee absent for vote).

Councilor Hightower asked how many how many of the improvements will be reduced or obliterated by the increased speed of people coming off the bridge. Mr. Spear replied that they can't predict future crash rates and that the intent is to simplify the route and reduce conflict points, which should reduce crashes. Councilor Hightower said that the intersection is so car-centric that she doesn't want to make that worse by increasing speeds. Director Spencer replied that he agreed and that this investment can't decrease safety.

9. COMMITTEE REPORTS

9.1. Verbal reports
None.

10. CITY COUNCIL – GENERAL AFFAIRS

10.1. Verbal reports
None.

11. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

11.1. Verbal reports
None.

12. MAYOR – GENERAL AFFAIRS

12.1. Verbal reports
None.

13. ADJOURNMENT

13.1 Motion to Adjourn

MOTION by Councilor Doherty, SECOND by Councilor Shannon, to adjourn the meeting.

VOTING: unanimous; motion carries.

The meeting adjourned at 10:42 PM.

RScty: AACoonrad

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
January 22, 2024
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng (via
Zoom, then in
person at 7:42
PM)
Zoraya Hightower
(via Zoom)
Sarah E
Carpenter
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant (via
Zoom, then in-
person at 6:55
PM)
Hannah King

OTHERS PRESENT:

Miro Weinberger
Katherine Schad
Jared Pellerin
Kim Sturtevant
Samantha
Sheehan
Lori Olberg

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 5:30 PM.

MOTION by Councilor King, SECOND by Councilor Dieng, to adopt the agenda.

VOTING: unanimous; motion carries.

2. WORK SESSION ABOUT PUBLIC SAFETY TAX INCREASE **5:30 – 6:30 PM**

2.1. Work Session About Public Safety Tax Increase

Mayor Weinberger began by noting that the Board of Finance has received a number of updates about the administration's proposed Fiscal Year 2025 budget, but that it is now at the point where the full Council should be informed about the budget build and challenges, particularly if they are asked to vote on tax rate changes. He said that fortunately, they had known that the FY25 budget would be challenging when they finished the FY24 budget, and so they have implemented a number of studies with the hope of finding efficiencies in the City and lessening the gaps in the budget, and have been anticipating this challenge since last July. He said that the large elements driving the budget

challenges are sustained inflation, sunseting federal assistance, and large increases in investments in public safety. He said that addressing these challenges entails reducing spending in non-public safety cost centers, growing existing revenue, and an increase in tax revenues from a tax on visitors and a modest 4% fire and safety property tax increase. He noted that the City is very cognizant of the large property tax increase that will result from the BSD's requested increase, and has tried to limit the increased tax burden for the municipal portion of property taxes.

Chief Administrative Officer Schad began a more detailed presentation on the FY25 budget. She began by setting the context, noting increased costs to the General Fund, decreased emergency and one-time funds available to balance the budget. She spoke about the budget pressures that the City has successfully navigated since the last voter-approved tax increase in FY20. These include responding to a global pandemic, historic inflation, rebuilding the police officer ranks, creating a new host of public safety resources (CSOs, CSLs, etc), creating the Racial Equity, Inclusion, and Belonging (REIB) and Business and Workforce Development departments, and focusing on the unsheltered population in the City. She noted that budgetary challenges have risen along with these other challenges, particularly driven by inflation and higher personnel costs, the expiration of federal one-time funding, and a lack of property tax increases since FY20.

Chief Administrative Officer Schad noted that these challenges have culminated in a \$9 million budget gap if no action is taken. She said that this gap can be closed while maintaining the projected public safety budget by capturing growth in grand list revenues and other taxes, reducing the City's operating costs through efficiencies, completing a review and increase of non-property tax revenues within Council authority, extending the full phase-out of one-time funds by one year, and requesting voter approval to increase the current Police and Fire Property Tax Cap by \$0.03 on Town Meeting Day. She spoke about organic growth in grand list and other taxes, which includes about \$900,000 combined between the two. She spoke in more detail about the operational efficiency studies that would identify areas to reduce spending in the largest General Fund City Departments. She spoke about a study pertaining to raising non-property tax revenues, which would include increasing user fees by about 10% to account for inflation while ensuring that youth scholarships and access to programming remain available, and increasing the hotel tax by 2% so that the City and State rate would be 13% (comparable with the rest of the region), which would raise approximately \$1 million per year. She noted that the current budget includes \$1 million of ARPA funding. She spoke about increasing the Police and Fire Tax Cap, which would fully fund the police and fire budgets, and would include the projected increase in officers per the Rebuilding Plan and \$250,000 of flexible police funding for emerging needs. She said that lifting the cap does not obligate the Mayor and City Council to implement the tax increase, but gives them the authority to do so. She noted that the current public safety tax only funds about one third of the Fire and Police needs, and that the remainder comes from the General Fund and other sources. She provided details about the increased public safety costs since the last tax increase in FY20, which add up to around \$4.1 million.

Councilor Carpenter noted that the police department is over budget and understaffed, and asked where the vacancy savings are for their budget. Mayor Weinberger said that they will share vacancy details as a follow-up. He said that with the current year's budget, they are already spending more than the vacancy savings. Councilor Carpenter said that a 4% increase in municipal tax doesn't equal a 4% increase in property tax, and said it would be good to articulate the effects overall. Mayor Weinberger agreed, saying that this would be a 4% increase on the 33% of property taxes that come from the municipality, not from the State, and is smaller than 4% overall.

Councilor Shannon said that she would caution about communicating it as a 4% increase on the 33% of taxes that come from the municipality, since some people have income-sensitive tax bills, which are reduced for the State share based on income, but that such tax reductions don't occur for the municipal portion of taxes. She asked about the reduction of \$3 million in General Fund spending after operational analysis is conducted, and asked whether that includes job cuts and asked why the City is presenting that number if the study is still underway. Mayor Weinberger replied that they think this is an achievable goal based on the operational analysis. Councilor Shannon confirmed that this is a goal to which the administration is aiming, and that that could mean a reduction in services. Mayor Weinberger replied that yes, there could be a decrease in services as a result of this reduction goal, but that they are seeking the minimize service reduction.

Councilor Grant asked about the \$250,000 in flexible funding for the Police Department, and asked why this does not also apply to the Fire Department. Mayor Weinberger replied that the Fire Department plays a key role in the challenges the City is facing and that they are budgeting for substantial overtime for the Fire Department, and that they could reallocate some of that flexible funding to the Fire Department if needed, though they are projecting a need for this funding more on the enforcement side. Councilor Grant said that it would be best to be clear that both departments could access that funding, given that the Fire Department has been nimble in responding during this crisis, given that they responded to 40% of overdose calls on their own in 2023, as well as creating a community response team. Councilor Grant asked about the study around PILOT (payment in lieu of taxes) funds, given that certain properties are paying less than they should and that this should be reviewed. Chief Administrative Officer Schad replied that PILOT review is not occurring this year but in FY25, given that other ideas are being implemented in FY24 and there is a lack of staff capacity to also conduct the PILOT fee study this year. Councilor Grant requested a list of the properties that pay PILOT funds and copies of their agreements, and Mayor Weinberger replied that this information could be provided.

Councilor Doherty said that a question that constituents will likely ask is why Burlingtonians are being asked to pay more for the Police Department when they feel that they aren't getting as good a set of services from the Police Department. He asked what community supports are being provided, and Mayor Weinberger replied that the community supports line includes the CSOs, CSLs, supervisors, park rangers, the CARES team, CAIP director, and domestic violence team. Chief Administrative Officer Schad replied that the majority of this line item is new since FY20. Councilor Doherty asked whether this budget projects the costs of growth for the 20 or so officers that were lost since FY20, and Chief Administrative Officer Schad replied that this budget projects for growth in the number of officers to increase to 77. Mayor Weinberger said that the CSOs and CSLs are adding a lot of value to the department currently, and that when the Department is back up to its goal of 82 sworn officers, they may have to revisit staffing levels and determine what numbers are adequate for a fully-staffed Police Department. Councilor Doherty asked whether there are rubrics or metrics to assess whether the community supports are adding value. Mayor Weinberger replied that the City tracks the calls that the CSOs and CSLs respond to, which is a way of measuring productivity, and that the City continues to determine the value of these community resources. Councilor Carpenter added that it will be important to determine if there are activities that the CSOs and CSLs aren't currently doing that they could be doing in future, to fully utilize them.

Councilor Bergman requested more detail about the actual dollar tax increase for the public safety tax cap. He also asked for details about operational cuts, in terms of the work done to date. He also asked for the percentage and dollar amounts in the unassigned fund balance. Mayor Weinberger noted that the \$1 million one-time funding is being used so as to avoid the use of unassigned fund balance to close budget gaps. Councilor Bergman asked the administration to share the legal opinion on the franchise fee that was alluded to. He also said that he would like to see the administration's analysis for both gross receipts and local option taxes, saying that he would support a further increase if there is room to do so. He asked for examples of what the flexible \$250,000 of funding for the Police Department could be spent for. Mayor Weinberger replied that for example, when the Council wanted additional funding for security during the holiday shopping season downtown, this flexible funding could have been used for that.

City Council President Paul asked whether the reduction in Burlington Police Department FTEs at the airport from 8 to 6 is reflected in the chart that compares FY20 to FY25 BPD spending, and Chief Administrative Officer Schad replied in the affirmative. Chief Administrative Officer Schad also noted that they are able to increase the number of FTEs at the airport to 7. City Council President Paul asked about the \$1 million in one-time funding that is proposed for closing the budget gap, since at a previous Board of Finance meeting they were told that there were no more ARPA funds remaining. Mayor Weinberger replied that not all of it is ARPA funding, and that not all of the ARPA funding that was committed to other activities was spent, and that a recent review showed unspent ARPA funding in other areas. He said that there is at least \$400,000 in ARPA funding that could be used for this, and that they are looking for other sources of one-time funding without tapping into the unassigned fund balance. City Council President Paul asked for an analysis of still-existing one-time funding.

Councilor Traverse said that voters are going to look at the tax increase as a package, which includes both the 13.9% increase related to the school district, and this municipal increase. He said it would be helpful to see the full effect of tax increases if they vote in favor of the increase. He said he would like additional information on the revenue currently generated from gross receipts and local option taxes, saying that if there is any flexibility to further tweak these to lessen the pressure on the property tax increase. He asked if there are any other gross receipts taxes that the City is not taking advantage of. Mayor Weinberger said that the administration will follow up with further information. He noted that the City will be about 1% higher than surrounding municipalities with its gross receipts taxes, so he cautioned about increasing it too much further.

Councilor Hightower asked for a breakout of the currently-provided preventative services and new preventative services, to see what is being maintained versus what is being added, for the CSOs and CSLs. Mayor Weinberger replied that they will follow up with this detail.

Councilor Barlow asked for more detail about local option tax and gross receipts taxes for Burlington's regional neighbors, such as South Burlington, Williston, and Colchester. He also asked about the projected \$3 million reduction in operational expenses in the General Fund, and asked how much room there is there to offset some of these larger increases elsewhere in the budget, noting that this operational reduction projection seems fluid. Mayor Weinberger acknowledged that the projection is fluid until the study is finished. He also pointed out that the lifting of the public safety tax cap does not obligate the City to raise taxes to that cap, and that if more revenue comes in from other sources, they may not need to raise the taxes up to the cap. He said that they will have a further update on the operational study's timeline next week.

Councilor Shannon asked about other additional public safety costs that were needed, such as the use of State police presence downtown to fill gaps, and asked about assumptions related to these other costs in the budget. She said she wants to ensure that the City is budgeting for all of the various forms of security needs that they have.

Councilor Grant reiterated the point about the delineation between what a sworn officer can do versus what a CSL or CSO can do. She said that often, officers can't do some of the work around mental health issues that the CSLs can do, saying that the City needs to be mindful of the unique offerings of each position as they pertain to public safety responses. She also expressed frustration about the difficulty of getting data on a consistent basis, saying that the issues being responded to by each type of position should be on the Chief's monthly report, to help inform future staffing decisions.

Councilor Dieng said that the Police Department should be included in the list of departments assessed for the operational study, given that the focus until now has been on rebuilding the Police Department but not necessarily assessing its needs. He said that if the City cannot do this, they should consider a separate assessment focused specifically on the public safety departments in the City.

3. SECOND PUBLIC HEARING ON PROPOSED CHARTER AMENDMENTS FOR MARCH 5, 2023 ANNUAL CITY MEETING **START TIME: 6:30 PM**

3.1 Second Public Hearing On Proposed Charter Change Amendments For March 5, 2024 Annual City Meeting

Acting City Attorney Pellerin noted that state law requires the City to hold two public hearings if charter changes are being proposed, and that this amendment pertains to allowing the Burlington Electric Department (BED) to increase its revolving line of credit from \$5 million to \$10 million. He said that additionally, the Council was considering a charter change revolving the oversight of police, but that this was referred to the Police Commission at the last City Council meeting, and it will come back to the Council for consideration in June.

City Council President Paul opened the public hearing.

There were no public speakers.

City Council President Paul closed the public hearing.

4. PUBLIC FORUM: **TIME CERTAIN – 6:45 PM**

4.1 Verbal Comments

Forum opened at 7:05 PM.

MOTION by Councilor Traverse, SECOND by Councilor Bergman, to suspend the rules and increase public forum to 3 hours and extend it until 10:00 PM.

VOTING: unanimous; motion carries.

COMMENTS:

Burlington residents (in person):

- Jordan Weiner said that the apartheid free pledge should go on the ballot. He spoke as a Jew who lost families in the Holocaust, and opposed the restriction of democracy to get this on the ballot. He said that the Palestine Solidarity Movement surpassed the number of required signatures to get this measure on the ballot, demonstrating popular support for this measure. He spoke about statements made to put this measure on the ballot.
- Helen Scott said that the apartheid-free Burlington resolution is authored and endorsed by Jewish, Christian, Muslim, and secular residents and groups, and that the democratic process was followed to get it on the ballot. She said that they are seeing a pattern of censorship of criticism of Israel, and asked why this is happening now. She said that Israel is committing crimes against humanity, and the majority of the world is horrified. She said that the Council should put this resolution on the ballot and that this is a question of democracy and humanity.
- David Geddes urged a no vote on the apartheid-free pledge. He said that the resolution vilifies Israel and would energize extremists and divide the Burlington community. He spoke about the security measures that the local temple has had to implement, in response to the wave of anti-Semitism in the community.
- Alyssa Chen spoke about a number of arguments used by Zionists with regards to this ballot measure. She said that one argument is that placing the measure on the ballot would cause a rise in anti-Semitism. She said that this conversation will occur in the community whether or not the Council creates a civic venue for it, and that Israel's current genocidal actions have certainly contributed to a rise in anti-Semitism. She said that ignoring this genocide will not cause a decrease in anti-Semitism. She said that another argument asks why the City is singling out Israel, and noted that U.S. involvement and intervention could stop this genocide and apartheid. She said that another argument is that it goes too far to call this a settler project.
- Spencer Karofsky said he is appalled that yet another resolution demonizing Israel is being considered by this Council, saying that the City has its own issues to deal with. He said that Israel is objectively the most progressive and democratic nation in the Middle East, and said that this focus against Israel is targeting Jews. He said that similar outreach should have been displayed for the attack of Hamas on Israel in October.
- Maya Sobel said she has been an active member in the community fighting anti-Semitism. She said that narrowing the frame and placing the blame on the world's only Jewish country is problematic. She said that Israel unilaterally withdrew from Gaza in 2005 and has been thanked by nonstop rockets and bombings since then. She spoke about the Jews still being held hostage in Gaza. She spoke about the violence of Hamas, speaking about their goals of annihilating all Jews.
- Josephina Leit spoke about the pain and sorrow on both sides of this war. She pointed out that it is disingenuous that Burlington's City Council is allowing this issue to divert its time and not focus on the real issues at hand in this community. She said that there are issues in the community that need the City's attention, and that this resolution will bring no benefit to the Burlington community. She said that this resolution will not bring peace and will cause tensions to rise in the City. She said that the City should not use other genocides to describe this one [this current issue].
- Max Abrahams spoke about the terrorist attack against Israel on October 7, saying that the conflict came to him personally, as his Israeli family sought shelter and friends were deployed in a war they don't want. He spoke with concern about the number of anti-Semitic acts that

have increased around the world, including in Burlington. He asked why the City Council is wasting its time and resources on a resolution that will have no effect.

- Ashley Smith said that the City should uphold the democratic right to uphold the citizens' wishes to place this measure on the ballot. He said that the City should have rights to decide where it stands on local, national, and international issues, given that three Palestinian men were shot in the Burlington community as a result of this conflict. He spoke about the Zionist claim that Israel is not an apartheid state, which is false, given the documented apartheid nature of Israel. He noted over 65 laws that discriminate over Palestinians. He said that this resolution does not sow divisions or racism.
- Brita Fisher urged the City not to block this apartheid resolution from going on the ballot. She said that Jewish safety depends on Palestinian liberation. She said that allowing Zionists to define Jewish identity endangers Jews by eroding the definition of anti-Semitism. She said she is heartsick that the language, which opposes all forms of bigotry and oppression, is language that the Council wishes to exercise its power to keep off the ballot despite the 5,000 signatures garnered from Burlington residents. She urged the Council to let the public weigh in on this issue, which is a non-binding resolution.
- Winifred McCarthy-Don began by noting that over 20% of Israel's population are Muslim and many are high-ranking military and other academic, science, and art positions. She said that 8,550 Jews were forced to leave their homes in other Arab countries in 1948. She noted that Vermont is bigger than Israel.
- Rabbi Aaron Philmus spoke about the sense of openness and love in Burlington and that this ballot item makes many residents afraid, citing anti-Semitism in the community. He said that Israel is a tiny country populated by refugees from across the world, despite millennia of forced conversions. He said that Israel is not apartheid. He said that Israel withdrew from Gaza to exchange land for peace but that Hamas took over Gaza, and now uses its civilians as human shields. He said that Hamas is pro-Iran, not pro-Palestine. He expressed hope that local leaders form a partnership for peace and create opportunities for more facilitated dialogue on this issue.
- Rabbi Eliyahu Junik noted that any petition with the right number of signatures deserves a place on the ballot as the people have spoken, however, he challenged this and said that the City Council can exercise its right as guardians of the City's well-being. He said that petitions should align with the values of the community. He said that this petition does not make the community feel safe, and that it is divisive and false. He said that Israel is not apartheid.
- Rabbi Jan Salzman said that she is not supportive of the Netanyahu administration, nor Hamas. She said that the community needs to listen to each other. She said she would support a motion that places equal blame on the Palestinians and Gaza, in addition to Israel. She said that a ballot item should be more accurate. She said that this current proposed ballot item is causing a lot of pain.
- Adam Winter provided the definition of genocide, saying that the Gaza conflict is not a genocide, but that the pro-Palestinian movement is calling for a genocide against Israel. He noted the number of Arab Israelis in positions of power in Israel, while noting that no Jewish individuals hold positions of power in Gaza. He said that the effect of this resolution will create divisiveness in the community and concern for Jewish safety in the community.
- Jeff Schulman expressed concern for the level of hate and vitriol caused by these resolutions in the City of Burlington. He said that the supporters of the ballot light a fire in the community that doesn't need to exist, saying that any impact of this resolution will have no effect on the situation in Gaza but will only cause more divisiveness in the community.
- Lucy Gluck spoke as an ally for both Jewish and Muslim neighbors. She said that the City needs to look at how it comes together or divides itself. She spoke about anti-Jewish sentiments on UVM's campus. She said she is pro-Israel and pro-Palestine and said that Burlingtonians should come together to discuss peace, and that this petition is bringing divisiveness to the community. She expressed support for the interfaith group that is pursuing a two-state solution.
- Paul Fleckenstein spoke against genocide and apartheid in Gaza and how this division and violence have come to the U.S. in the form of racism, shooting of students, billions of dollars in taxes to prop up an apartheid state, and Zionists aligning with pro-Israel right-wing anti-Semites in the U.S. He said that the Democratic majority on this Council will continue to foster racism and violence by pretending that this divisiveness isn't caused by those perpetuating the genocide.

- Maggie Chadwell expressed concern about the Council disrupting the democratic process that got it elected in the first place. She said that this plan was brought to the people to vote on, and that the Council is protecting the Zionists. She emphasized that this is a local issue and urged the Council to allow the community to vote on this.
- Isabella Lucarelli spoke about taking an activists stance against the genocide in Palestine, and that the City must stand with Palestinians to protect the freedom of all people. She said that by not adopting this pledge, the City is staying silent against these issues. She urged the Council to allow this resolution on the ballot.
- Alison Adams agreed that this issue is divisive, and spoke about the treatment of Palestinians in Israel and Gaza and the West Bank. She said that Palestinians do not have freedom of movement and equal treatment in Israel, and that this meets the definition of apartheid. She said that this ballot initiative isn't divisive, because the division has already existed for decades. She said that the Council should uphold Burlington's democratic values.
- Abby Massell said that the Council and Mayor's agreement or disagreement with the content of the resolution at hand is irrelevant, given that they have as much of a right to vote on this referendum on Town Meeting Day as the rest of Burlington's voters. She urged the City to allow the voters to vote on this. She spoke about the 3 Palestinian men who were shot in this community. She said that violence is already here, due to anti-Arab and anti-Muslim hate.
- Kate Massell spoke in solidarity with the 3 Palestinian men who were shot by a white supremacist two months ago in Burlington. She said that this has brought the Israel/Palestinian issue to Burlington. She said that if the Council prevents this measure from going onto the ballot, it is clearly an endorsement of atrocities like the genocide in Gaza. She said that the shooting of the Palestinians in Burlington did not occur in a vacuum.
- Melanie Needle spoke about the negative impacts that voting yes on this resolution would have on the people of Burlington. She said that these include negative impacts against Jews, that this is a hateful resolution, that this resolution would be in violation of Title VI, which precludes the City from engaging in activities that are discriminatory on the basis of nationality, and that this resolution would single out Israel as not being entitled to the same equality.
- John Tatlock said that this shows that the democratic right to vote is not being upheld in Burlington. He said that the City needs to allow the democratic right to vote on ballot initiatives brought forth by the citizens. He said that the City should push back against the imperialist agenda that creates sanctuary cities in the first place.
- Marek Broderick called on the Council to allow the people of Burlington their chance to vote on the apartheid-free community pledge. He said that voting against this resolution to allow the citizens to vote would demonstrate that the Council does not trust its constituents to take part in governing this City. He said that this is censorship and is an insult to democracy and the people of Burlington.
- Jackson Francis spoke about the work done by Vermonters for Justice in Palestine and its broader coalition to gather the required signatures to have this placed on the ballot, with the expectation that the City would respect its own charter. He said that an affirmative vote does not support Israel or Palestine, but supports the voters' right to choose for itself.
- Jessie Gustafson spoke in support of the apartheid-free measure and the democratic process. They said that this is a local issue, given the shooting of Palestinian men in Burlington tow months ago. They asked the Council to allow the voters to be heard, rather than obstruct the democratic process.
- Jeff Potash said that the quality of life in Burlington has deteriorated in recent years and expectation that were taken for granted, including properly maintained roads, personal safety, urban cleanliness, exemplary schools, have been waylaid in favor of political grandstanding and social experimentation. He said that this is exemplified by tonight's discussion. He said that the Council was elected to focus on the local issues. He spoke about a growing sense of hatred, anti-Semitism, and Islamophobia in the City.
- Adam Franz spoke about the process of obtaining signatures to get the apartheid-free resolution on the ballot for Burlington. He said the Council is likely to overturn this initiative and tend toward oligarchy. He reminded the Council that they are not asking it to vote on the measure, but to vote to allow its constituents to make their democratic decision. He noted that democracy itself is inherently divisive. He noted the City's historic opposition to South African apartheid. He said that the Council should allow this measure to proceed to the ballot in March.

- Rosalie Schachter said that there is a different path forward than this ballot initiative, saying that this resolution prompts the City to choose sides and vilify one over the other. She said that the City should focus on creating opportunities for dialogue and furthering the discussion around peace and healing. She spoke about the group Partnership for Peace, which is leading work toward sustained peace in Israel and Palestine.
- Mort Zachter asked the Council to vote in opposition to this petition, as it only addresses oppression by Israel and does not mention Hamas or the actions on October 7th. He said that when Israel forcibly took residents out of Gaza in 2006, they left greenhouses. He said that it is emotional on all sides. He expressed hope for a peaceful two-state solution.
- Nurit Zachter spoke about the suffering of the Palestinians, hostages, citizens of Israel, Ukraine, and all war zones around the world, women under Sharia law, and LGBTQ people who are persecuted internationally. She said that the Council will serve its citizens best by creating cultural programs and activities that create dialogue that unit its residents rather than divide them. She spoke about the homeless and mentally ill in the City that need the City's help, and that this resolution won't help them.
- Crystal Cole spoke as a representative of the Vermont Worker Center, saying that the City should follow the democratic process and put the apartheid ballot measure up for a vote. She noted that opposition to Zionism is not anti-Jewish. She also noted that speaking against apartheid isn't anti-Israel. She said that coexistence is possible. She also said that this is a local issue, and that Burlington should support its Muslim community by showing that it cares about their safety.
- Peg Price said she wants to live in a City that embraces diversity and spoke about how this resolution directly impacts the City. She said that Palestinian Americans, Muslims, and Jews are living in fear right now, and that the City needs to work to build a sense of safety for everyone. She said that she is scared about how this petition will be interpreted, expressing fears that it may lead to more targeted attacks and negative treatment of Jews in the community.
- Ilana Siegelman said that this is the third time in two years and second time in six weeks that the topic of Israel is on the table for discussion at City Council. She said that the City should be talking about its many local issues, not about this conflict. She noted that many Jewish members of the community have sent money to Israel, and asked how the City would approach the divestment statement in this resolution. She asked whether Jews would be determined to be unacceptable to live in Burlington and whether synagogues will close. She asked whether businesses will be closed because they sent money to Israel. She asked whether this resolution would be legal under laws of boycott. She said that she would like to create unifying conversations in the Burlington community.
- Robin Maza said that she supports a two-state solution and that this anti-Israel rhetoric is untrue. She said that children in public schools are experiencing anti-Semitic language that is specifically targeting Jews. She said that Burlington is unsafe for Jews in the City. She said that this petition is grossly one-sided.
- Andrew Shawbeck urged the City not to adopt the ballot petition, and that the City is not designed to be involved in complex foreign policy matters. He said that adopting this pledge will sow discord and disunity in the community. He urged the Council to support peace and unity within the community by voting no.
- Lynda Siegel spoke about the number of international issues that that the City could be up in arms about, and named a number of them. She noted that this is the third time in two years that this issue has come up in the City and asked whether there is some measure of anti-Semitism at work here to demonize the state of Israel. She said that initiatives such as this reduce the quality of life for many Burlingtonians.
- Adam Bluestein said that the petition to place a referendum on the Town Meeting Day ballot is another attempt to vilify Israel in this chamber, and urged the Council to vote no. He noted that Jews make up just 1.2% of the population in Vermont. He said that this current ballot initiative makes people feel less safe.
- David Harari expressed disappointment about the citizen petition to add an anti-Israel advisory question to the Town Meeting Day ballot in March, which attributes the terms apartheid regime and settler colonialism to Israel. He said that this initiative is not one-sided, and that the divisive and inflammatory language is dangerous. He urged the Council to vote no on this ballot initiative.

- Celia Liberman spoke about moving here from Israel after a mass shooting terrorist attack in 2016, which was perpetrated by Palestinians belonging to ISIS. She expressed disappointment that this ballot initiative further polarizes the community and pits it against itself, especially when many here are not personally affected by such division. She said that this initiative will legitimize the sense of anti-Semitism in the community. She said it will also invalidate the pain that Israelis are living with every day and will dismiss the hurt caused by Hamas.
- Xochi Kajatt said that residents are begging to be allowed to vote on a subject that so many have already expressed a community need for, and that to be silenced and rejecting the right to vote makes a joke of democracy. She urged the City Council to say yes to the right to vote and to say no to genocide.
- Ben Jastatt said that a proxy war is being waged in Burlington. He spoke about the rising homelessness, fentanyl addiction, petty and violent crime, housing crisis, and children going to school in an abandoned mall. He said that the Council is taking vital time, effort, and goodwill and focusing them on this conflict rather than on the community and supporting one another. He said that this is a dangerous game of ideological brinkmanship.
- Thomas Sutton urged the Council to uphold the democratic process.
- Antonio Golán said that this ballot measure's opponents have repeatedly argued that this matter is divisive and it is not within the City's purview. He said that in reality, this is nothing but empty rhetoric, and that the reality is that allowing citizens to vote to have Burlington declare itself an apartheid-free community would put the Democrats in a politically uncomfortable position. He said that years from now, history will recognize Israel's apartheid regime for what it is.
- Michelle Sagalchik said that it is now Burlingtonians' turn to vote as ordinary citizens, and that the Council should allow the democratic process to play out. She asked what kind of lesson this teaches children about civic engagement, because this is allowing the peoples' voices to be blocked because those in power disagree with it.
- Brosh Teucher urged the City Council to vote no on this proposed item, asking what business it is of the City to weigh in on a conflict occurring 5,000 miles away. He asked how this will help with any of the very real, very close issues that the City needs to contend with. He said that City resources should go to places under the City's purview.
- Theo Wheeland spoke in support of democracy, which has always been a battle. He said that the 55 richest white men in the country wrote its constitution, and that it was designed to thwart democracy. He spoke about how workers and poor people have tried to improve democracy, including with citizen-led ballot initiatives. He said that one way to solve social issues is to put them on the ballot and letting people speak. He expressed disappointment in the Zionists who are afraid of democracy.
- Aspen Overy said that "never again" truly means "never again", and not just when it's convenient or benefits our economic interests. She spoke about Palestinians being killed in airstrikes and Palestinian babies orphaned by the Israeli apartheid regime. She said that the City has an obligation to be on the right side of this issue and that voters have the right to vote to say this.
- Romeo von Hermann spoke in opposition to any resolution or ballot item that is divisive or anti-Israeli, because there are local issues that need the City's urgent attention, such as the unhoused and tent encampments in the City. He expressed disappointment that the unhoused are not seeing the same level of attention and support that this ballot initiative is.
- Dan Castrigano said that they should declare Burlington an apartheid-free City and that this item should be placed on the ballot to let the people decide.
- Hannah Lawrence expressed support for the apartheid-free ballot measure, and expressed concern about the power grab that would prevent this from going on the ballot. She said that conflating criticism of Israel with anti-Semitism is dangerous and distracting from the real anti-Semitism that is occurring here and around the world. She said that opponents have said that there are more urgent issues to address in the City, but asked what is more urgent than addressing the root cause of the anti-Arab and Islamophobia that led to the shooting of three Palestinian Americans two months ago here. She said that the City's leadership is uplifting a foreign government.
- Lizzie McCullough urged the Council to put the apartheid-free measure on the ballot. She said that efforts to distance the community from the acts of violence going on purposely obscures the truth that US-made weapons kill children in Palestine and Israel, and that these depend on

our tax dollars to fund an apartheid government. She said it would be a shame that the hard work done to bring this measure forward would be blocked by our own elected officials.

- Will Lynch urged the Council to allow the apartheid-free pledge to go on the ballot in March. He urged the Council to understand the humanity of these communities in the Middle East that are so gravely affected by this conflict. He urged the Council to pause and mourn those who have been lost, as well as think about the implications of their actions tonight on their political futures.
- Mirza Korojkic said that on behalf of the 6,000 Muslims living in Burlington, they do not feel safe because the Council voted against a ceasefire. He asked how a ceasefire could hurt anyone. He said that this sent a clear message, which was that shooting Muslims and shooting Palestinians is okay, even when they are shot right here in Burlington. He said that it is the Council's job to protect Burlingtonians, and to think about how its actions and stances regarding international issues affect its constituents here.
- Joe Kane said that this body is anti-democratic, and that it was anti-democratic when it chose to give an unpopular handout to the Air Guard with the lease extension, with its appointment of the police chief, and with its pulling of the police oversight board measure off the ballot last week. He said that it was anti-democratic to keep the City Hall Park ballot item off the ballot in 2019. He said that only those who are blinded by privilege can see this municipal government as representative and democratic. He said it is anti-democratic that City Councilors are paid so poorly that the working class need not apply. He said that it is anti-democratic that elections aren't publicly funded. He said that this will set a precedent.
- Chris Gish asked the Council to respect democracy and allow the people to vote on an item that they feel is important to them. He spoke about numerous instances where voters disproved of something but their voices weren't heard. He said that this item does not condemn Israel or Jews, but calls for an end to its apartheid regime, settler colonialism, and military occupation. He said that this measure is the first step toward any real healing.
- Maya Jamaledine it is ridiculous to have to come here and beg the Council to allow its citizens to vote on a ballot item. She said that her family begged her not to return to Burlington after the Palestinian men were shot, and she spoke about being worried about being targeted if she speaks Arabic or looks too Arabic. She said that it is very disrespectful to not let citizens to vote.
- Chaim Lodish said that the resolution has incorrect and false statements. He stated that Israel is not an apartheid regime nor settler colonialism. He said that Israel has the right to exist and protect itself.
- Amalia Kane spoke in support of democracy, safety, and justice for Palestinians. She spoke about the collapse of the health system and the massive amount of human suffering taking place in Gaza.
- Muhaideen Batah said that his treatment as a Palestinian here is similar to his treatment as a Palestinian in Israel, except that here he isn't being killed. He said that the policies are similar. He said that it seems that this country is being ruled by Zionists. He asked where American pride is when it comes to policies against Israeli brutality.
- Rach Margolies said that she is here to stand up against hate, hate against Muslims, hate against Jews, and hate against fellow Americans. She said that she is here so that she can tell her children that she stood up against hate.
- Susan Leff said that before she comments on what is being discussed here, she highlighted what isn't being discussed, which includes the Uighur Muslims being held in concentration camps in China, the war crimes in the Ukraine, the Palestinian refugees confined to refugee camps in Lebanon, Syria, and Jordan, or other issues. She urged the Council not to put hate on the ballot in Burlington. She said that the pledge is one-sided and endangers both the Jewish and Muslim citizens in the City. She said that the Council needs to work on the problems it has, not make the City less safe for everyone.
- Mazhr Quraishi said that he moved here for peace and tranquility. He said that this is a human issue, because all people are humans. He said it is the Council's responsibility to ensure peace.
- Dylan Pilcher spoke in support of putting this measure on the ballot and that people should have the choice of making Burlington an apartheid-free City. He said that this should not be a controversial issue. He said that research shows that the West Bank is under military occupation and Gaza is under a suffocating blockade. He said that the City needs to work for justice for all people.

- Emma Redden expressed concern about sentiments heard from the Council and Mayor about blocking a vote on the apartheid free community pledge. She said that Burlington has a history of debate and participatory democracy, and that it feels condescending to suggest that a community cannot hold the weight of this. She urged the Council to allow the democratic process to play out. She said that this movement is multi-faith and multi-racial because they understand that Jewish safety is also tied to Palestinian safety.
- William Keetor noted that at Columbia University, the police used chemical weapons against Palestinian solidarity protestors, which were developed by the IDF to be used against Palestinians and used against people here. He said that this shows that the democratic rights that the City thinks it has can be taken away at any moment. He urged the Council to vote with its conscience.
- Amy Malinowski spoke about a unique feature of Vermont's democracy, which is its Town Meeting Day, and which is used to come together for the common good and to instruct its direct representatives. She said that however, in Burlington, the most recent efforts that people have made to hear each other out have been shut down or attacked by City leadership. She spoke about instances of community-petitioned ballot items being blocked by the Council.
- Faried noted that every other municipality in Vermont has some sort of measure for direct democracy, but that Burlington does not and has time and again blocked these types of measures. He said that those who will vote against this measure tonight are the same people who have no problem with using state violence right here in Burlington to move homeless people out of the public.
- Martha Carpenter spoke as a teacher from the Ohavi Zedek preschool, noting previous synagogue leaders who have spoken as not in support of the resolution, saying that it is being driven by a small and vocal group that seeks to vilify Israel. She urged the Council to allow the voters to weigh in on this issue and asked that they support the resolution and allow it to be placed on the ballot.
- Jay Johnathan said that the Council wouldn't need to spend all this time discussing this if the City would just let it go on the ballot, which is simple, and more representative of the democratic process. He said that this is a global issue but it also has local implications. He said that preventing dialogue on this conversation is a nod to white nationalism.
- Debra Clemmer spoke in support of this resolution being on the ballot, saying that the vast majority of Israelis and Palestinians want peace, though their leaders don't. She said that the citizens of both countries are suffering. She said that communities around the country are discussing this because the U.S. government lacks the courage and will to demand that Israel stop killing Palestinians and destroying their land, hence this grassroots movement at the community level.
- Laura Massell urged the Council to allow the apartheid-free measure on the ballot for Town Meeting Day, saying that Burlingtonians deserve to learn, discuss, and weigh in on these difficult issues, without conflating the opposition of the actions of the Israeli government and the U.S. support of this with anti-Semitism. She said that voting Burlington an apartheid-free City would declare the community's opposition to racism.
- Peter Lackowski spoke about South African apartheid and how it mirrored the Jim Crow South in the U.S. He also noted that Germany studied this in the 1930s as well. He said that this is a worldwide phenomenon and harkens back to a time of racial terror. He said that this resolution is a great success because it has sharpened in peoples' minds what is going on in Palestine.
- Logan Roots asked why this resolution is being perceived as bad, since it condemns apartheid and the horrors that are occurring in Gaza right now. He said this isn't a question of anti-Semitism, but a question of democracy, since they are asking the Council to allow this to be put on the ballot for a vote.
- Christopher Aaron Felker spoke about how the rise in anti-Semitism and Islamophobia have made the community feel. He urged the Council to vote no on any initiative condemning Jewish people, since the City is experiencing unprecedented outbreaks of lawlessness, drug trafficking, and homelessness, and asked how the Council feels that it can weigh in on this global issue.
- Kit Andrews said that the issues at hand are peoples' understanding of the history of the current situation in a faraway land and how that relates to the wording on the resolution, and whether the voting citizens of Burlington should be allowed to express their opinion on the

resolution. She said that in her mind, there is only one issue, and that is giving voice to the voters and allowing the democratic process to play out.

- Jake Schumann spoke about the divisive City Council meeting on December 11th, saying that a precedent of systemic racism was established. He encouraged everyone to understand the opposition, because everyone wants the same thing—an end to this war.
- Will Lambek said that the proposed referendum is not anti-Semitic. He asked the Council to put this on the ballot and let the voters decide, since no single person is the arbiter of what is anti-Semitic or not.
- Satya Emerick expressed shock that residents would put in so much work to get this on the ballot and follow the legal, democratic process, just to have it blocked from the ballot by the City Council. He said that Councilors can disagree with the wording of the referendum, because they can vote against it on Town Meeting Day, which is the point of putting it on the ballot.

MOTION by Councilor Bergman, SECOND by Councilor Traverse, to reconsider the suspension of the rules and extend the time limit of public forum to allow the Burlington residents (in person and online) and the representatives of organizations and property-owners in Burlington who have signed up to speak.

VOTING: unanimous; motion carries.

- Sandy Baird urged the Council to put this resolution on the ballot for the Town Meeting Day vote, in honor of the tradition of Town Meeting Day and American democracy. She also spoke about Burlington as the first municipality to have both a sister city in Palestine and a sister city in Israel. She asked the Council to honor the traditions of local politics and democracy and allow the voters to vote on this issue.
- Emily Lightman expressed disappointment that the reputation of Burlington is tarnished by the obstruction of dialogue and progress. She spoke about how the divisions seen within the Israeli-Palestinian conflict are seeping into the community and dividing Burlington itself. She asked the for opportunity to engage in productive discomfort and lean into necessary dialogue. She said that the way forward must begin at the local level. She asked the Council not to support this resolution, but to allow for community engagement in a way that empowers communal conversation.
- Colin Palmer spoke about the effects of the current conflict on the health system in Gaza. He also noted Vermont's participation in trade with Israel, saying that participating in this trade makes Vermont complicit in an apartheid fascist regime. He spoke about how Sears Lane was bulldozed by the City, noting similarities in Israel's actions in Gaza.
- Halle Sisenwine asked whether those who have called Israel an apartheid state have been to Israel, saying that the attacks of October 7th were pure anti-Semitism and hate. She spoke about how she feels unsafe in Burlington and on campus. She urged the Council to vote no on putting this resolution on the ballot and to help find a path of peace that does not alienate any citizen.
- Fiona Duckworth said that the only parts of the resolution she disagrees with are the parts that mention apartheid regimes, settler colonialism, and military occupation. She said that she wants equality for all people and wants Palestinians to feel safe in Burlington. She said she supports a resolution to this conflict, but also wants to bring attention that the language surrounding this conflict requires nuance and thought and conversation. She urged the Council to vote no and to help provide a space for conversation that supports peace in the community.
- C. Green asked the Council to put the apartheid-free question on the ballot in March. He said that the fact that at least 5% of the voting population put their signature to a petition for this to be on the ballot signals that this is truly a local issue. He said that tens of thousands of people have been killed and that is a massive problem, and it should stop.
- Nicole Hansen said that she is a Palestinian who has never been to Palestine because it is an apartheid state. She urged the Council to vote yes on putting the apartheid-free measure on the ballot. She spoke about the limitations on movement in the West Bank for Palestinians. She urged the Council to let the people vote and let the City be a democracy.

Burlington residents (via Zoom):

- Siavo Lavina Chason thanked the Council for attempting to stifle democracy, as it makes her job as a radical so much easier. She urged them to let the peoples' voices be heard. She said that equating Israel and Zionism to Jews and Judaism is deeply anti-Semitic. She said that Israel is guilty of genocide, not apartheid.
- Valerie Goldberg spoke about the injustice of women being held hostage in captivity and asked how this liberal City that respects women is fine with them being raped and mistreated. She spoke about how Vermonters need to take responsibility for this, and that they owe it to their children to stand up against rewriting history and that the Council should vote no on this. She said that Jews are the indigenous people of Israel and that they can't be colonizers. She urged the Council to vote no on this resolution.
- Patricia Myers said that placing this item on the ballot in March is inappropriate and is outright anti-Semitism. She urged the Council to vote against placing this on the ballot.
- Sharon Bushor expressed concern for the Council and residents of Burlington about the work session around the public safety tax that took place earlier tonight, saying that the work session was rushed, given that it is considering adding a City tax increase to the ballot. She said that there is more information that is needed for the Council to make a good decision on it. She suggested, as an alternative, phasing the tax in over FY25, to lessen the brunt of the increase on residents. She spoke about the disproportionate death that is occurring in Gaza versus what is occurring in Israel. She said that putting it on the ballot is appropriate, but said that the City should additionally have dialogues in the community to get to a mutual understanding and start healing.
- Ferene Paris spoke about the declaration that many on this Council supported, which was a declaration in 2020 of racism as a public health emergency. She said that the issue that is occurring right now in Palestine and Israel and its effects on the local community are no different, and that we have wavered from that stance of racism as a public health emergency. She said that she is worried about the collective state of the community.
- Dee Graham spoke in support of this resolution and putting it on the ballot.

Burlington property-owners or organizations (in person):

- Naomi Burrell spoke as the Director of Youth Education at the Ohavi Zedek Synagogue. She spoke about how Burlington's Jewish community is frightened of the current environment, and said that this fear will only increase if the Council decides to vote yes on this resolution to allow the measure on the ballot. She said that this would cast a very complicated Middle East conflict into a stark yes or no light. She said that this ballot measure would only sow more division in the community.
- Wafik Fayor spoke as a Palestinian refugee. He said that this ballot measure can be considered a local issue as long as the United States supports the state of Israel and taxpayer money is going to support the regime. He said that if Burlington wants to solve its own issues, it should stop sending aid to Israel. He said that this conflict can be solved by approaching it similarly to how apartheid was solved in South Africa. He said that the Council should respect democracy and allow this to be on the ballot.
- Sergey Sprenner said that this is the second time in six weeks that this issue has come before the Council, and the third time in two years. He said that white supremacist comments are still racist even if uttered by people of color, and spoke about having rabbis be lectured in this room about what anti-Semitism is. He said that this resolution was never about fixing anything.
- Marina Schapner spoke as a Jewish refugee from the Soviet Union, saying that she was brought to the U.S. by her parents to escape the anti-Semitism of that country. She spoke about feeling unsafe for herself and her children in this community since the attacks on Israel by Hamas on October 7th. She said that anti-Israel rhetoric eventually leads to violence against Jews across the world.
- Topaz Weiss spoke about how what is happening in Gaza and Israel is horrendous. She spoke about feeling unsafe and helpless in this situation, and added that this referendum will hurt the Jewish community and make them feel unsafe and that it is the product of anti-Semitism.

Forum closed at 10:41 PM.

MOTION by Councilor Bergman, SECOND by Councilor Dieng, to suspend the rules and complete the agenda.

VOTING: unanimous; motion carries.

5. DELIBERATIVE AGENDA

5.1 Resolution: March 5, 2024 Annual City Meeting—Advisory Ballot Question re: Pledge of Mayor And City Council (Councilors Bergman, Magee, Dieng)

MOTION by Councilor Bergman, SECOND by Councilor Magee, to waive the reading and adopt the resolution.

DISCUSSION:

- Councilor Bergman said that he is sponsoring this resolution because he believes in supporting the fundamentals of democracy. He spoke about past examples where he has done this, such as the nuclear freeze ballot item in March 1981. He said that this is about the right of people to have a real and meaningful say on the issues that matter to them. He said that he has been struck by the widespread support in his ward and throughout the City to put this measure on the ballot. He said that denying this right would weaken democracy. He noted criticism that this would divide the community, and responded by saying that the community is already divided and that keeping this off the ballot will not bring the community together. He said that there will be conflict in the Middle East over this until there is a peace that addresses the root cause of this conflict, and that keeping this item off the ballot and ending the Citywide debate on it will not change that. He noted criticism about the characterizations within the pledge portion of the ballot question, and that it is one-sided and doesn't address other countries' atrocities, and he replied that this is what an election is for, and it will allow a full and honest debate on apartheid and colonialism. He said that voting to place this on the ballot does not put Councilors on one side of the debate or the other, and he urged the Council to not deny the voters of Burlington this opportunity. He said that the Council must act on this because it was brought to them by the voters and this is the City Council's job to do. He spoke about how putting the nuclear freeze petition on the ballot in 1981 actually made a difference in international dialogue.
- Councilor Hightower spoke about how she has learned a lot on this issue from people on all sides of it. She said that the Council needs to be more educated on this issue. She said that because the City has had a hate crime occur here, the Council should create the space to come together to discuss what happened. She said that because this was brought to the Council by petition, she will support to put it on the ballot. However, she said that there are speakers who come to speak during public forum who have no personal ties to this issue but speak in violent terms, and said that sometimes it feels as though they are unaffected by their own words, and cautioned that they choose a different path, because others are affected by their words and it is sometimes difficult to listen to, especially if others have endured trauma due to this issue. She said that speaking violently and dehumanizing people causes violence and dehumanization and that hate creates more hate. She said that she will work to bring forward a resolution that promotes discourse and a community conversation, because this is needed in the community. She spoke about how the first resolution related to this issue was tabled and there was no action, despite having a divisive conversation about it. She reminded everyone that one of the three Palestinian men who was shot asked the community to think of the dehumanization of Palestinians that have become collateral in a conflict. She said that this current resolution came to the Council from the community due to the Council's inability to find language or come to a conclusion about the resolution in December. She said that Burlington has a unique responsibility in light of what happened here in November. She said that she does not support the language around apartheid and ending colonial settlements, and would rather see language around a ceasefire in the pledge.
- Councilor Traverse expressed appreciation for the effort put in to organize and collect signatures for this petition, but said he would respectfully vote against placing the proposed referendum on Burlington's ballot. He noted that there are

multiple examples in Burlington and across the state of municipal governing boards electing against placing petitions for questions before their voters, and he cited Supreme Court rulings allowing such. He agreed with Councilor Bergman around the outpouring of sentiments around this item, and said that the biggest concern from his perspective is around the hundreds of comments received by members of the community who are unsettled, hurt, and afraid that the City Council would take up an issue that is solely critical of Israel. He spoke about the rise in anti-Semitism and Islamophobia in the community. He expressed concern that placing this question on the ballot would cause further division and harm in the community. He acknowledged that this question may spur productive dialogue and debate, but said that he would rather keep this discussion going through other avenues than a ballot item.

- Councilor King spoke about her engagement with the community over the past number of weeks on this issue. She said that she voted for the ceasefire measure in December, but said that this question is different and was written in a way that is one-sided. She said that this petition would increase the division in the community and that Burlingtonians on all sides of the issue have said that they do not feel safe in Burlington. She said that she would prefer if members of the community found ways to dialogue with each other to promote peace, and that she would actively support such activities and would put time and resources toward this and tangible ways to contribute to humanitarian efforts.
- Councilor Magee said that this room is the most tangible access that people have to their government, whether through their City Councilor or the Mayor's office, and that this is where people come to have their voices heard. He said that this City has a long history of standing against oppression and apartheid. He recognized the effort that it took to collect signatures and petition for this issue to be on the ballot, and said that it is not the Council's place to stand in the way of that. He said that the community owes it to itself to show up and discuss this in as many venues as possible and find common humanity in these situations. He said that this Council should not stand in the way of democracy.
- Councilor Carpenter said that she cannot support put this on the ballot, noting that the structure that allows for advisory, non-binding ballot items would not be used for the common good in this instance. She said that she supports most of the language in the first portion of the pledge, but expressed puzzlement with what it means to be an apartheid-free City, and asked how that would be implemented, given that it's a statement. She said that the City needs facilitated dialogue. She said that she has learned a lot about the Middle East through the course of this process, but said that she is still learning and is not ready to pick a side, which is what this ballot item would require. She said that Burlington has a strong history of coming together, but said that this ballot item will not foster the dialogue and conversation that the community needs to promote peace.
- Councilor Grant spoke in support of the college students who shared their stories, saying that UVM has had a great deal of controversy in their non-reaction to charges of anti-Semitism, and adding that UVM can still do better. She noted Bernie Sanders as saying that a just cause for war does not excuse atrocities in the conduct of that war, in response to Netanyahu's response to criticism about the conduct of his campaign. She said that the City needs to think about the tens of thousands of people who have been killed in this conflict. She said that placing this item on the ballot would uphold vibrant democracy. She said that the relationship that the U.S. has had with Israel makes this conflict not equivalent to some of the other international conflicts, such as the war in Ukraine and the plight of Uighurs in China. She said that she also doesn't feel safe in the community, having dealt with equity and policing for a number of years, but that it is nothing new. She said that bias and racism in schools is a terrible problem, saying that they need to do more education in schools to combat this for Muslims, Blacks, and now Jews. She noted that with regards to apartheid, the occupied territories are occupied. She said that the community is not as progressive as it thinks it is and that it needs to be real about some of its discussions.

- Councilor Barlow acknowledged that this issue divides the community and makes the community feel unsafe. He said that the ballot is not a healthy way to continue this dialogue, nor the way to find common understanding or unit on this complex topic. He said that he would support Council action to promote a facilitated community dialogue on this.
- Councilor Dieng agreed that this issue is complicated, divisive, and unsafe, and that this is the third time that the Council is allegedly targeting the Jewish community (which is untrue). He said that they are all members of this community and that they agree that what is happening between Israel and Palestine is wrong and it is a genocide. He said that they love and support the Jewish community here, but that is not the problem. He said that the issue here is around democracy, and that the Council's fundamental role is to respect human rights and freedom of speech, which is what this resolution is about. He asked to allow the voters to have a say. He urged the public to listen to the recent Mayoral debate about free speech. He said that the City is opening the door for more controversy if it does not allow this measure on the ballot. He said that it will continue coming to the City Council until they allow the people to have a say.
- Councilor Bergman said that he is struck by how criticism of Israel is conflated with anti-Semitism, which is a long-standing political tactic. He said that as a non-Zionist Jew, he does not believe that they are the same or that criticism of Israel is anti-Semitic. He said that he hopes that this false equivalence continues to be rejected, and he additionally hopes that the conflation that ties all Jews to wrongful acts is also rejected. He spoke about how he, other Councilors, and the Mayor, have regularly gotten emails from a local neo-Nazi. He said that quashing a vote on this question will not decrease anti-Semitism in this community. He stated that anti-Semitism is vile and that threats of violence against Jews are unacceptable, and critics of Israel must be clear about this. He said that supporters of Palestinian freedom need to be clear that the work to end the occupation requires a rejection of anti-Semitism. He noted that one of the most successful strategies of the defenders of Israeli policies is to delegitimize non-violent forms of resistance, including BDS (boycotting, divestment, sanctions). He quoted Jonathan Kuttab, an international rights lawyer and a citizen of East Jerusalem, regarding the use of non-violence in this conflict.
- Councilor Hightower said that she is supporting putting this on the ballot tonight and that she is supportive of a community forum, but not at a replacement. She would like both. She said that this Council has a history of saying that it can do things better than the community initiatives brought forward but that sometimes it ends up not following through on those statements. She said that for any member of the community who has been targeted and feels unsafe, they should know that members of the Council have also been directly targeted because of their identities as well, and that they emphasize.
- Councilor Grant said that the Council really needs to think about how it handles certain issues, since it does not handle some issues well. She said that the Council has been ignorant and insensitive about some issues of equity within the community and that it needs to figure out how to act upon them and be empathetic. She said that the Council needs to be trusted in order to help foster dialogue within the community.

VOTING (by roll call): Councilor Barlow – nay, Councilor Bergman – aye, Councilor Carpenter – nay, Councilor Dieng – aye, Councilor Doherty – nay, Councilor Grant – aye, Councilor Hightower – aye, Councilor King – nay, Councilor Magee – aye, Councilor Shannon – nay, Councilor Traverse – nay, City Council President Paul – nay (5 ayes, 7 nays); motion fails.

6. ADJOURNMENT

6.1 Motion to Adjourn

MOTION by Councilor Magee, SECOND by Councilor King, to adjourn the meeting.

VOTING: unanimous; motion carries.

The meeting adjourned at 11:32 PM.

RScty: AACoonradt

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
January 29, 2024
DRAFT**

MEMBERS PRESENT:

Karen Paul
Joan Shannon
Ali Dieng
Zoraya Hightower
Sarah E Carpenter
Mark Barlow
Joe Magee (via Zoom, then in person at 5:48 PM)
Gene Bergman
Ben Traverse (via Zoom, then in person at 5:57 PM)
Tim Doherty
Melo Grant (via Zoom)
Hannah King

OTHERS PRESENT:

Miro Weinberger
Katherine Schad
Jared Pellerin
Kim Sturtevant
Samantha Sheehan
Lori Olberg
Brian Pine
Samantha Dunn
Eric Farrell
Meagan Tuttle
Andy Montroll
Nancy Stetson
Kelly Stoddard Poor

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 5:27 PM.

MOTION by Councilor King, SECOND by Councilor Doherty, to amend and adopt the agenda as follows:

- **Note removal of item 2 (per Chief of Staff Redell).**

VOTING: unanimous; motion carries.

2. COMMUNICATION: MAYOR MIRO WEINBERGER, RE: SOUTH END COORDINATED REDEVELOPMENT PREDEVELOPMENT AGREEMENT (VERBAL)EXPECTED EXECUTIVE SESSION** AGENDA ITEM REMOVED****

2.1. Communication: Mayor Miro Weinberger, re: South End Coordinated Redevelopment Predevelopment Agreement (verbal)**expected executive session** AGENDA ITEM REMOVED**
No discussion.

3. WORK SESSION REGARDING CAMBRIAN RISE

3.1 Work Session Regarding Cambrian Rise

CEDO Director Brian Pine, Assistant Director Samantha Dunn, and developer Eric Farrell spoke to this agenda item, which focused on the proposed amendment to the agreement related to the Cambrian Rise project.

Director Pine noted that the City created a development agreement pertaining to this development project that would ultimately end up with the City having control in perpetuity of about one third of the Cambrian Rise property. He noted that this agreement was originally entered into 8 years ago between the City, the Vermont Land Trust, and Farrell Real Estate. He said that the first phase of the project focused on the full refurbishment and development of the St. Joseph's Orphanage building, the second phase involved Champlain Housing Trust and Cathedral Square constructing 140 units of permanently affordable housing, and the third phase focusing on Mr. Farrell continuing to proceed with the remaining private market rate homes. He said that 12 acres of the land are conserved in perpetuity to provide access to the community gardens and recreational trails.

Director Pine said that this proposed amendment is focused on the requirement in the development agreement for a cap on the number of housing units. He said that since this was put in place, the City has seen an exacerbated shortage in housing supply. He noted that the cap was increased in 2020 from 750 units to 950 units, but that now they are seeking an amendment to remove the cap altogether and have the developer secure approval from the Comprehensive Development Ordinance and the Development Review process to govern how many units can be built there.

Mr. Farrell began by noting that the original cap was increased by 180 units, largely through excluding commercial space. He noted that by shifting this focus from commercial to residential space, the anticipated traffic impacts were not as large as originally anticipated, and said that with this proposed removal of the cap and the additional 100 units he would seek to propose, the traffic impacts should continue to be minimal. He said that if they pursue these additional units, they would continue to decrease space for commercial uses, by eliminating plans for a 64-room hotel and reduce proposed additional office space and restaurant space. He said that the underlying zoning doesn't limit density, but that density is governed by the floor area ratio. He said that they have enough acreage where they would not come close to the density limits within the ordinance. He showed renderings of what the final project would look like. He noted that with units coming online in June and later this fall, they have completed construction of about 500 units, or half of the entire proposed project (if the additional 100 units from tonight's proposed amendment are approved). He asked that the City Council eliminate the cap, and said that they will still need to go through the entire Development Review approval process.

Councilor Bergman confirmed that these 100 units would not result in the construction of additional buildings, and Mr. Farrell confirmed this. Councilor Bergman asked about building height and Mr. Farrell replied that the unbuilt buildings are already approved for the maximum

height allowed (6 stories), and that additional units would be accommodated by changing the building's footprint. He said that these units would be offered for homeownership and would be sized accordingly. Councilor Bergman asked if any of these units are earmarked for inclusionary housing. Director Pine replied that the required percentage of inclusionary zoning on the development for the previous zoning requirements has already been met through the Cathedral Square and CHT units. He said that he will be working with the developer on how to meet the new IZ requirements moving forward. Councilor Bergman asked if this would result in changes to designated parking areas. Mr. Farrell replied that no, they will not modify the levels of parking or parking area.

Councilor Shannon asked about the ratio of homeownership to rental housing both currently built and to be build. Mr. Farrell replied that when the two buildings that are nearing completion are done, out of the 567 units, they will comprise 38 homeownership units. He said that once totally completed, there will be a total of 450 homeownership units (out of 1,050 units) at Cambrian Rise.

Councilor Carpenter asked about the difficulty of developing homeownership units, given that the Council receives a number of questions about why more homeownership apartment units aren't being built in the City. Mr. Farrell replied that in today's climate, it's much more difficult to build anything, given high construction costs and high interest rates. He said that another challenge is that banks are willing and eager to finance apartment units, given Burlington's low vacancy rate, but that it's more difficult to finance homeownership units in this market. Councilor Carpenter asked for an update on the path to the waterfront, noting that part of that would be a Council-financed healing garden in memory of the St. Joseph's Orphanage children. She also asked for an update on what is anticipated for commercial space and nonresidential amenities at this development. Mr. Farrell replied that the redevelopment of the park is 95% complete and that this proposed amendment commits him to having the path built by the end of this year. He said that there is currently a 3,500 square foot space for a café-style restaurant, space for some service businesses in certain buildings, and a 4,000 foot co-working space. He said that the neighborhood will largely be residential, but that there will be some services and amenities.

Councilor Magee expressed appreciation for Mr. Farrell's willingness to engage early on in this process. He said that he had raised concerns about capacity issues with wastewater and increased demand on public safety services. He said that he looks forward to these questions being answered through the development review process. He asked about the total number of CHT units. Mr. Farrell replied that Cathedral Square developed 70 units of affordable senior housing, CHT developed 76 units of affordable family housing (rentals) and that the building that CHT will construct a year from now will be 30 units of affordable IZ units for homeownership and 40 additional IZ rental units.

Councilor Grant asked if there is an updated summary sheet for the Council of the number of buildings and units already built and the number that are proposed, with a breakdown of the mixture between rentals and homeownership. Mr. Farrell replied that they can develop a one-pager on this for the Council.

City Council President Paul opened the discussion up to the public.

The following public comments were received:

- Solveig Overby said that early on in the development there was a lot of excitement about the co-working space, saying that it was very well-received by the community. Mr. Farrell replied that 3 to 4 years ago there was a group that approached him to pursue a co-working space similar to Hulu (but on a smaller scale), but that this group has since dissolved. He said that they would like to pursue a form of co-working space (4,000 feet of it), potentially with a membership arrangement, but said that this is several years into the future.
- Keren Sita asked whether any Cambrian Rise apartments are being marketed as luxury apartments. Mr. Farrell replied that they haven't built anything that they have called luxury apartments.

- Sharon Bushor (via Zoom) noted that when Mr. Farrell began this project, he invited all City Councilors to engage and review his plans, which she took advantage of [as a former City Councilor] and said that she has been extremely supportive of this entire project. She said that this is an appropriate site to add housing and she is excited that there will be so much homeownership. She asked whether the new buildings will have shared amenities similar to the amenities offered in the original St. Joseph's building, since that building had really wonderful features and amenities. Mr. Farrell replied that the new rentals and homeownership units will include common spaces in the buildings and outside, including common rooms, a pool room, verandahs, pet washes, bike washes, bike racks, and storage. Ms. Bushor said that she hopes the fact sheet requested by Councilor Grant will be also be part of public record, since it would be helpful for the public to have these summary statistics as well.

4. PUBLIC FORUM: **TIME CERTAIN – 7:00 PM**

4.1 Verbal Comments

Forum opened at 7:05 PM.

COMMENTS:

Burlington residents (in person):

- Brett Gates spoke about encouraging the Council to work toward establishing a more systematic and transparent framework for determining when a non-binding popular initiative should or shouldn't appear on the ballot, given the events of the prior City Council meeting. He said that guardrails for determining what to put on or keep off a ballot should be clear and consistent and applied uniformly. He said that this would protect against potential personal biases of Councilors when making determinations about whether popular initiative ballot measures are appropriate.
- Solveig Overby spoke about the audit report from Fiscal Year 2023, saying that she puts together a summary of findings and would like updates on the audit findings on how the City manages its capital project accounting. She said it will be critical for voters to know about this information. She also expressed concern about the proposed \$3 million cuts in the non-public safety operating budget. She also noted a previously earmarked \$800,000 for removal of Burlington Telecom equipment from the basement of Memorial Auditorium, and asking whether that equipment has been removed.
- Romeo van Hermann expressed strong support for item 8.5, which marks a significant step for urgently needed action on sustainable practices in the City for commercial and industrial sectors. He advocated for a community forum related to item 8.6, if possible, to discuss the pros and cons.
- Kathy Ohwell spoke about the neighborhood code item that will be voted on tonight. She asked the Council to give the citizens 45 days they have asked for prior to bringing them to the board. She said that the NPA in Ward 1 would have liked to discuss this with their representative Councilors prior to it going up for a vote at the City Council. She said that they have not seen the final change, and that it would affect Ward 1 deeply. She asked for a delay for 45 days until the NPAs have the chance to talk about this.
- Karen Long said that neighborhood code does not address parking, runoff, or the desirability of attracting and providing suitable housing opportunities for young families in the neighborhoods near the downtown and university. She said that these are glaring omissions, and the greatest opportunities for increasing density are in the neighborhoods that there are larger lots and buildable area opportunities. She expressed concern that the significantly increased density allowance would completely change many of the neighborhoods in Burlington.
- Michael Long spoke about neighborhood code, saying that density is good but that extreme density is destructive. He said that the proposed neighborhood code would increase density and lot coverage beyond reason. He said that this would increase standard 8 units per acre to an astounding 80 units per acre. He said green space loss, runoff increase, and the missed opportunity to build also stand out as shortcomings of this proposal. He said that the wealthier neighborhoods and lots with more room for growth would

remain as they are, but the smaller and denser lots would lose what greenery they have and become even more dense. He said that this proposal is deregulating to the point of not regulating at all.

- Sandy Wynne said that the demand for more off-campus student rentals is strong, which puts pressure on the City's housing market. She said that the rents offered to students guarantees that they are at a level that no working family can compete with. She said that the neighborhood code proposal is a misnomer, and rewards investors, landlords, and contractors at the expense of certain neighborhoods near UVM while sparing other neighborhoods that are equally close to campus, which is discrimination. She urged the City to stop protecting areas like the Hill Section and golf course, at the expense of her own neighborhood in Ward 1. She said that to guarantee equity, the City should eliminate all RL zones everywhere, not preserving some while modifying others.
- Gordon Dragoon said that cheaper housing and more density are the solutions to many problems in the City, saying that more density makes places more walkable and more bikeable, and allows for more revenue for the City to fund initiatives. He said that this neighborhood code proposal deserves the Council's due consideration.
- Nick Persampieri asked the Council to support the ballot measure to improve the carbon impact fee and extend it to all fuels and energy systems that increase greenhouse gas emissions. He said that this is needed for the fee to work properly; otherwise, it would incentivize non-fossil fuels that still contribute to emissions, such as advanced wood heating, liquid biofuels, and renewable gases. He noted that the fee applies only to new systems, and that it is clear that the best solutions for new systems are electrification. He also asked for support for the neighborhood code proposal.
- Rye Sherman spoke about the urgency around climate change policies, and that elected officials must stand up and lead the public toward action that makes real impacts on the climate crisis. He urged the Council to vote yes on the resolutions that allow Burlington voters to weigh in on ballot items that take real action toward climate change, and no on the resolution that avoids action with spending 10 months to generate and new proposal. He said it is important to put fees on fuels that emit CO2 pollution, rather than falsely treating them as zero-emission fuels.
- Emma Shaw spoke about how her peers and her are forced to consider things such as how their diets, university choices, and jobs will impact the earth and what cities will be livable by the time they finish their education and settle down. She asked the Council to treat this issues with the same level of understanding she is seeing around her all the time. She asked the Council to vote yes on the proposal to put a fee on clean polluting fuels such as wood and renewable natural gas, as well as the proposal that would put climate decisions on the ballot on August.
- Ashley Adams urged the Council to support the Town Meeting Day 2024 carbon pollution impact fee ballot question sponsored by Councilors Bergman and King. She noted that many residents have spoken against the false climate solutions in the deeply flawed carbon impact fee ordinance that went into effect this month. She also respectfully asked the Council not to support the resolution proposed by Councilors Barlow and Traverse.
- Jak Tiano spoke about the neighborhood code proposal, saying that the residents who are appalled at the proposal do not understand it. He said that as a housing advocate, the proposal does not go remotely far enough and that the City needs to be building at least a thousand units per year to maintain a healthy housing market, when they are barely building 200 of them. He urged the Council to support this proposal.
- Karen Vastine spoke as the senior community relations officer at the University of Vermont Health Network. She said that they strongly support the City's net zero goals and have demonstrated a commitment to do their part to reduce the UVMHC campus's carbon footprint. She spoke about UVMHN's intense participation in the carbon impact fee ordinance that was implemented recently. She said that the speed in which the proposed carbon impact fee ballot items arose after the November 20th implementation of the prior fee significantly erodes the Health Network's confidence in the durability of decisions made by this body. She also noted that achieving the City's net zero energy goals requires collaboration and teamwork, and noted that the current ballot items as proposed remove an important avenue for the type of partnership needed to address the climate crisis.

- Jack Hanson said the lack of action or inadequate action is disheartening. He said that the City needs to do better and that ballot measures are the best way to bring people in to this conversation. He said he would love to see the Council take more leadership to push the community forward on the climate conversation and progress.
- Chris Gish urged the Council to allow the voters to vote on the carbon pollution impact fee ballot item, which would allow the City to close the loophole in the current carbon pollution impact fee ordinance and assess the fee on other fuels that increase climate change. He noted that all biofuels available to Burlington have serious environmental impacts, at least compared to their fossil-fuel equivalents. He said that wood emits more CO2 than any fossil fuel and that it takes many decades to reabsorb that CO2 as more particulate emissions than any other fuel. He said that letting the public vote on this is just the start of the process.
- Lizzie McCullough expressed support for allowing the voters to vote on the carbon pollution impact fee ballot item, saying that all voters should be allowed to weigh in on it because it impacts everyone. She expressed concern for the existing loophole for pollution from biofuels and that the current City policy incentivizes these fuels. She noted that she attended the symposium that the Council hosted on these fuels and said that she thought the verdict from scientists at this event was pretty clear and straightforward that these fuels cause emissions that contribute to the climate crisis.
- Richard Hillyard urged the Council to allow consequential decisions to go through 45 day cycles of communication back to the NPAs that those decisions greatly affect. He said that specifically in this instance he's referring to the vote on the neighborhood code.
- Clare Bradley said that her generation is consistently confronted with the fact that future generations will not look like past generations with regards to the impact of climate change, and urged the Council to act aggressively to reduce the climate catastrophe. She urged the Council to support the Town Meeting Day ballot item as well as the carbon pollution impact fee. She urged the Council to vote no on the climate policy review and next steps resolution because we don't need to waste time generating a report given that we know what we're facing.
- Lena Greenberg noted that the fossil fuel industry has been delaying climate policy for decades, given that delaying climate policy is the same as not doing anything at all because it causes irreversible damage to the planet, to communities, and to the future. She said that the item that would ask for a 10 month study on the thing that the Burlington Electric Department doesn't want is the same thing as losing, since climate policy change is urgently needed now. She said that Burlington needs to be a place of refuge from other areas' climate disasters and that the community needs to be allowed to vote on the climate policy that it agrees that it needs.
- Colin Palmer said that all carbon emissions need to be taxed as soon as possible. He said that seeing Waterbury and Montpelier flooded over the course of this year and the fact that it was not declared a disaster broke his heart, and that it will keep happening if people continue to keep delaying meaningful climate policy.
- Dan Castrigano spoke about how Burlington's winters have warmed up incredibly fast—nearly 8 degrees since 1970. He agreed with previous speakers who said that climate delay is climate denial, since there is an urgent need to get to net zero emissions as quickly as possible. He urged the Council and public to vote yes on 1 and 2, and vote no on 3. He said that the City does not have 10 months to delay. He urged the Council not to listen to corporate or special interests when making this decision.
- Harry Doerr spoke in support of the changes to the neighborhood code, noting the housing crises faced in Vermont and Burlington.
- Lee Morrigan thanked the Council and administration for making them, as a trans person, feel safe in this room, regardless of what others who speak during public forum might say or stand for. They spoke about being a happy trans person and that this is one of the most dangerous and effective forms of resistance for them, and that they feel welcomed and loved in their community.

Burlington residents (via Zoom):

- Mitzi Batay spoke about the previous Council meeting's decision regarding Palestine, speaking about the current conflict and saying that the facts will not change because they offend some in the community. She said that negating the suffering of others to appease the citizens of this City is disgusting and appalling.

- Michael Chaucer spoke in support of the changes outlined in the proposed neighborhood code. He said that he works in residential architecture and development and that in his professional opinion, the proposed changes will not only help ease the housing crisis but will positively impact the walkability of the City. He said that he would like the Council to consider removing the explicit density limits from the zoning ordinance altogether, since those limits nullify many of the proposed changes in the RM district.
- Rex Euden spoke on the racist equity programs being used in city ordinances and on the restriction of free speech being done across the nation at the behest of the anti-defamation league. He noted that affirmative action was just struck down after damaging many peoples' lives over race. He asked what equity means other than stealing from white people and what inclusion means other than excluding white people.
- Scott Mason said that the Gaza and Palestine conflict is troubling and people don't understand what is going on and the U.S. is funding the Israeli government. He said that people need to know all of the facts.
- Christie Barry spoke about how the western world is pushing the LGBTQ narrative and that we need to stand against the pedophilic degenerate cult. He said that transgenderism is delusional.
- Alex Johnson spoke about the diversity in the Council and around the room tonight, but expressed concern about a lack of diversity in the President's cabinet, given that it is heavily Jewish, which isn't representative of the country as a whole.
- Evan Gould spoke in support of the neighborhood code, saying that Burlington is very underbuilt and would still be underbuilt even with the adoption of the proposed neighborhood code. He said that the number one carbon emitter in Vermont is vehicular travel, and asked why housing isn't being built near where the jobs are.
- Arista Haverback spoke about questionable passages in the Talmud.
- Sharon Bushor spoke about the development of the neighborhood code proposal. She asked that Burlingtonians should know what is being proposed and that it should go back to the NPAs for their feedback.
- Jake Schuman said he will continue to come to meetings until the Council adopts a resolution saying that the Burlington community is against gun violence, racism, and hate. He spoke about previous commenters' racist sentiments.
- Colin Larson spoke about the neighborhood code proposal, saying that there was a lengthy engagement process and that the City's zoning needs to be changed now, and this proposal would remedy that and increase development in the future. He said he does support up-zoning the entire City to Residential Medium (RM).
- Nolan Rogers spoke about putting the carbon fee on the ballot, saying that all greenhouse gas emitting fuels should be included in the ordinance and that the space threshold for the buildings should be lowered from 50,000 square feet. He spoke in support of the neighborhood code proposal.
- Bob Duncan encouraged the Council to move the neighborhood code proposal forward, saying that he has been wanting zoning changes like this since the 1970s.
- Martin King spoke in support of the free speech being heard today, saying that all views are valuable. He spoke about how corporations and banks are corrupt and purchase carbon credits and leave everyone else to suffer. He also said that that far left and far right have more in common in terms of climate activism than people realize.
- Bill Cooper spoke about national murder rate statistics from the FBI National Incident Based Reporting System by race and gender, noting that black females, males, and Hispanic males commit the most murders. He said that this makes him opposed to diversity.

Burlington property-owners or organizations (in person):

- Elizabeth Dolce spoke on behalf of the University of Vermont as the Director of its Office of Sustainability. She spoke about UVM's carbon neutrality goal that aligns with the City's net zero energy goal. She spoke in support of the currently implemented carbon impact fee, and spoke about concerns about the resolutions on tonight's agenda. She said that they would like to work on the operational implementation of the current policy that was passed.

- Neil Lunderville spoke as the president of Vermont Gas Systems, saying that VGS welcomes robust partnership with the City to meet its net zero energy goals, and urged the Council to oppose the resolution for a revised carbon impact fee on tonight's agenda.
- Keren Sita spoke about potential Mayoral candidates and their sexual orientation, as well as how certain of them are deceptive and problematic.

Forum closed at 8:30 PM.

5. CLIMATE EMERGENCY REPORTS

5.1 Verbal Reports

None.

6. PUBLIC HEALTH & SAFETY EMERGENCY UPDATES

6.1 Verbal Reports

Councilor Doherty spoke about item 7.11, a letter from the Fletcher Free Library Commission, drawing attention to a violent incident that took place at the library recently and asking the Council to direct its attention toward the Library and public safety issues related to the library.

Councilor Grant extended her thanks to the Fletcher Free Library, who continue to work hard to make that space welcoming and safe for the community, noting that part of their jobs now entail engaging in community safety in ways that they had not previously had to do. She additionally noted item 7.10 in the consent agenda, a letter regarding a resident's experience in policing and police oversight. She additionally noted that the Public Safety Committee meeting that occurred on the 24th entailed full reports from Fire Chief LaChance and Police Chief Murad on 2023 activities, data, and challenges. She said that this meeting was extremely informative. She spoke about attending the latest Ward 8 NPA meeting, in which she presented on public safety and misinformation regarding the drug crisis, as well as what the police can and cannot do for the community and how the community plays a role in its own safety.

Councilor Carpenter requested that the Public Safety Committee review the letter from Amy Mellencamp and the Fletcher Free Library Commission and give it some consideration.

Mayor Weinberger updated the public on the extension of the motel program. He said that one event that put more pressure on the Library was the closing and ending of the Statewide motel voucher program. He said that the State's Agency of Human Services (AHS) is again proposing to sunset this program on April 1 and that the City is in opposition to this. He noted that the full House vote to extend the motel program through June, and that it is going to the Senate next week.

Councilor Magee noted that he and Councilor Grant checked in with the owner and staff of T. Ruggs Tavern after the hostage event that took place last Monday, expressing gratitude for the public safety officers who responded to it, as well as to the members of the community involved in the event who stepped up to care for each other.

Councilor Dieng noted that there were two public safety forums that occurred earlier in the winter that were well-attended by the community. He noted that many residents are asking about the next steps from those public forums, saying that it would be disappointing and a bad use of resources if there were no actions that came out of those public forums. He said that one next step could be the creation of a task force or ad hoc committee to continue the work. City Council President Paul replied that the idea behind the community forums was to educate the

community on what they are able to do and not able to do. She said that they were also intended to be an opportunity for residents to come together with suggestions and ideas for the City to improve public safety.

Councilor Grant said that the City still needs to make sure it is responding to every individual comment and question that was submitted as a result of those two public forums. She noted that those forums were also an opportunity for people to speak about their own personal experiences in addition from hearing from Burlington business employees and employees of the City. She said that there should still be a deeper dive into educating the community on harm reduction as it relates to the current drug crisis, and that she is working on putting together a third public forum with this topic as the focus. She spoke about the event at T.Ruggs, saying that community actions resulted in a safe resolution to that situation.

7. CONSENT AGENDA

- 7.1 Motion to adopt the consent agenda and take the actions indicated
- 7.2 Communication: C/T Office, re: Accountability List – waive the reading, accept the communication, and place it on file.
- 7.3 Creation of a Wastewater Operator position – DPW-Water Resources/HR - approve the creation of Wastewater Plant Operator, Regular, Full-time, Non-Exempt, AFCSME, Grade 17, role in the Department of Public Works.
- 7.4 Request for Approval of a \$331,500 Budget Neutral Amendment to the FY 2024 Patrick Leahy Burlington International Airport - approve a budget neutral amendment in the amount of \$331,500 to the Fiscal Year 2024 Patrick Leahy Burlington International Airport budget by increasing the accounts as described in the affiliated memorandum.
- 7.5 Request to Execute a Ten Year Lease Extension with HG Burlington JV (Hudson News) – Airport - approve and authorize Mayor Miro Weinberger to execute a ten year lease amendment with HG Hudson JV.
- 7.6 Request to purchase MB 4 Rotary Plow (snow blower) through Passenger Facility Charge (PFC) funding – Airport – authorize a purchase from M-B Companies, Inc. in the amount of \$826,579.
- 7.7 Communication: Kyle Berkshire, re: Thank You – waive the reading and place the communication on file.
- 7.8 Communication: Submitted as Part of Public Comment by Ashley Smith, re: Documenting Israeli Apartheid - waive the reading and place the communication on file.
- 7.9 Communication: Romeo von Hermann, re: Public Forums - waive the reading and place the communication on file.
- 7.10 Communication: Kevin Walters, re: Police Oversight proposals - waive the reading and place the communication on file.
- 7.11 Communication: Amy Mellencamp, Chair, Fletcher Free Library Commission, re: Letter from the Fletcher Free Library Commission - waive the reading and place the communication on file.
- 7.12 Communication: Bradley Wiltfong, re: Protect the Bike Infrastructure on Pine St - waive the reading and place the communication on file.
- 7.13 Communication: Steven Toth, re: Charter vote 1/21/24 - waive the reading and place the communication on file.
- 7.14 Communication: Jak Tiano, re: Critique and Analysis of Burlington-Winooski Bridge - waive the reading and place the communication on file.
- 7.15 Communication: C/T Office, re: October 10, 2023 Regular City Council Meeting Minutes, Corrected Version, Draft – waive the reading, accept the communication, place it on file and adopt the minutes as corrected and received at the January 16, 2024 Regular City Council Meeting.
- 7.16 Communication: C/T Office, re: October 10, 2023 Local Cannabis Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the January 16, 2024 Regular City Council Meeting.
- 7.17 Communication: C/T Office, re: October 10, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the January 16, 2024 Regular City Council Meeting.
- 7.18 Communication: C/T Office, re: October 23, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the January 16, 2024 Regular City Council Meeting.

7.19 Communication: C/T Office, re: October 23, 2023 City Council With Mayor Presiding Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the January 16, 2024 Regular City Council Meeting.

7.20 Communication: C/T Office, re: November 6, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the January 16, 2024 Regular City Council Meeting.

7.21 Communication: C/T Office, re: November 20, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the January 16, 2024 Regular City Council Meeting.

7.22 Communication: C/T Office, re: November 20, 2023 Local Cannabis Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the January 16, 2024 Regular City Council Meeting.

7.23 Communication: C/T Office, re: November 20, 2023 Local Control Commission Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the January 16, 2024 Regular City Council Meeting.

7.24 Communication: C/T Office, re: December 11, 2023 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the January 16, 2024 Regular City Council Meeting.

7.25 Communication: C/T Office, re: December 18, 2023 Regular City Council Meeting Minutes – Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the January 16, 2024 Regular City Council Meeting.

7.26 FIO Document – for information only.

7.27 Ordinance: ELECTIONS—Rank Choice Voting Implementation BCO Sec. 2-9 (Councilor Traverse) – waive the reading, suspend the rules and place the ordinance in all stages of passage.

MOTION by Councilor Traverse, SECOND by Councilor Barlow, to adopt the consent agenda and take the actions indicated for items 7.1-7.27.

VOTING: unanimous; motion carries.

8. DELIBERATIVE AGENDA

8.1. Ordinance: ZA-24-02 Neighborhood Code (Office of City Planning, Planning Commission, Council Ordinance Committee)

MOTION by Councilor Traverse, SECOND by Councilor Carpenter, to waive the reading, suspend the rules, and warn for a public hearing.

DISCUSSION:

- Councilor Traverse provided opening remarks on this ordinance proposal, speaking about the extensive process with the public, Planning Commission, and Ordinance Committee, noting that 9 joint meetings took place related to it. He said that this item arose from state legislation that was passed requiring municipalities to pursue certain up-zoning measures and increase density. He spoke about how increasing density helps the City meets its affordability and climate goals. He said that the proposal was the result of a careful deliberative process, and allows for growth in the residential-low and residential-medium neighborhoods.
- Planning Commission Chair Montroll noted that this proposal is coming to the Council with unanimous support (minus one absent member when vote was taken), and that it seeks to align Burlington’s code with new state law on housing issues, align with the City’s Comprehensive Plan, and solve some of the City’s housing issues.
- Kelly Stoddard Poor, Associate State Director of the AARP, said that AARP Vermont supports the neighborhood code, as it supports missing housing types that are more desirable or useful for older adults, such as duplexes, triplexes, and four-plexes. She said that too many adults are forced to move out of Burlington if they want to downsize, and that this proposal helps address this issue.

- Director Tuttle began by reminding the Council about the goal of the neighborhood code, which is to encourage housing types generally seen as the “missing middle” housing types (duplexes, triplexes, four-plexes, two freestanding buildings on one lot, cottage courts, townhouses, and other small, multi-unit developments). She also spoke about how this would bring the City into compliance with the HOME Act of 2023 (passed by the state legislature) in four major areas, including minimum residential density requirements of 5 units per acre, allowing duplex and single-family with ADU lots to be treated same as single-family without ADU lots, allowing 3-and-4 unit buildings where residential uses are allowed, and clarifying standards so that DRB decisions don’t limit density, building footprint, or height, or require large lots or more parking than what is otherwise allowed in ordinance. She spoke about how this translates into the current proposal. She said that the core recommendations are to create flexible dimensional standards, regulate building mass instead of density, and modify residential districts and boundaries to ensure that all neighborhoods have opportunities to access new housing types being proposed by the code. She said that the notable changes to existing standards through this proposal would be changes to eliminate the minimum lot size requirements, change the minimum lot coverage requirements for RL and RM, and new standards that would regulate the overall size of buildings in terms of footprint and height.
- Senior Policy & Data Analyst Stetson spoke about the changes that would be implemented to the City’s residential zoning districts. She noted that currently there are 5 residential zoning districts (residential low density, waterfront low density, medium density, waterfront medium density, and high density). She said that these proposed recommendations would combine the waterfront low density and low-density zones and combine the medium density and waterfront medium density zones, and rezone five areas from residential low (RL) to residential medium (RM). She noted that this last change would align some areas more closely with what is on the ground, particularly related to lot size and coverage, to address high levels of non-conformity. She then spoke about the creation of the residential corridor zone, which would allow for greater flexibility for these housing types along high-transportation-oriented areas such as North Avenue, Colchester Avenue, Shelburne Road, and Saint Paul Street.
- Director Tuttle noted other changes, which include the elimination of the large lot overlay zone, and the elimination of the RH high density bonus overlay. She also spoke about how the proposed standards for the residential corridor zones would allow for a range of neighborhood-serving commercial uses in order to expand the potential for mixed-use within walkable areas near all neighborhoods.
- Senior Policy & Data Analyst Stetson spoke about the outreach and engagement activities that occurred between August 2022 and January 2024.
- Director Tuttle spoke about how this is the initial set of recommendations related to the neighborhood code, but that other proposals will come forward as a result of this work as well. Some of these include standards related to cottage court type developments and planned use development standards, figuring out implementation for flag lot or other unique small lot configurations, non-conforming building expansion for units, and ensuring compatibility of the proposal with residential bonus and IZ requirements.
- Councilor Bergman acknowledged the need for more housing in the City. He asked about the timeframe for implementation of this proposal. Director Tuttle said that the Joint Committee wanted the Council’s feedback on this, and that tonight’s action would warn a public hearing for potentially next month, which would allow for more feedback from members of the community and would allow for amendments and a second public hearing by the Council. Councilor Bergman asked why the entire City wasn’t up-zoned. Director Tuttle replied that the initial proposal was to look at how all properties Citywide could be allowed to have up to a four-unit building, and that the determination to rezone certain areas had to do with existing conditions on the ground, such as existing lot coverage, impermeable surface area, and how much available land there is to add units. Planning Commission Chair Montroll added that the Committee was split

on whether to up-zone the entire City to RM, but that they ultimately recommended this proposal because it focuses on opportunities for new housing. Councilor Bergman requested responses from staff about concerns that have been brought forth already, with specific sections of the proposal cited, noting that many relate to stormwater runoff issues in already-dense areas of the City. He also said that consideration should be given to maximizing solar panel opportunities on rooftops.

- Councilor Hightower thanked staff for the work they've done with both the Planning Commission and the Ordinance Committee. She expressed support for up-zoning. She spoke about how certain areas in the East End are already dense to the point of not being able to add additional housing, though she expressed support for up-zoning. She spoke about equity issues as they relate to areas with currently non-conforming lots that aren't able to implement certain of these changes because they'd have to seek approval from the Development Review Board (DRB) to do so, whereas other areas of the City don't have those restrictions. She spoke about the public engagement process, noting that it is often difficult to have meaningful public engagement until there is a product on the table for the public to react to. She said that allowing time for more public input on this issue is important, but thinks this Council can hold those public hearings and make decisions on this.
- Councilor Grant said that this is important for the City, but that she is disappointed regarding the impacts to certain areas of the City, saying that there are blatant equity issues. She said that the entire City should be up-zoned as RM.
- Councilor Doherty thanked staff for their work to bring this proposal forward, along with the Joint Committees. He expressed support for the goals of this endeavor, given the desperate need for more housing. He echoed Councilor Grant's concerns about equity, saying that the dividing line seems to be Main Street. He spoke as a representative of the East District, which for so long has been subject to incredible pressure that arises from the University of Vermont's students seeking off-campus housing. He expressed concern with the current timeframe for this proposal, saying that unintended consequences need to be considered.
- Councilor Magee said that this is an important step forward, and that medium density (RM) should be the floor in any of the City's neighborhoods.
- Planning Commission Chair Montroll spoke briefly about the difference between RM and RL zoning, saying that both of them were significantly changed and both allow for more density than what was under the existing zoning standards. He encouraged Councilors to examine these proposed standards more closely.
- Mayor Weinberger expressed excitement for this proposed neighborhood code. He said that he is sympathetic to sentiments that this is a lot to take in, but said that the formal public hearing process is essential to this. He urged the Council to take the steps that need to be taken so that this passes at the end of March. He said that the unintended consequences of this zoning can be mitigated, as ordinances are amended on a regular basis, and that more housing is not a negative impact.
- Councilor Shannon thanked staff and the Joint Commission for their work throughout this process. She noted that the decision at the beginning of this process was to fast-track it, which she opposed. She noted that the decision to up-zone certain neighborhoods to RM from RL came from the committee, as did the concept of having many more units per building than originally envisioned. She said that the concerns about how this would affect neighborhoods near the University are very real, as the University has added 1,000 students to off-campus housing within the City per year since 2019. She asked if staff could communicate on Front Porch Forum some of the changes to what was originally envisioned by staff and what has come out of the process. She also asked for more information on stormwater runoff and the effects of this zoning on water and sewer infrastructure. She said that she would support warning a public hearing, but also said that she would support working on it more, if public feedback warrants that.

- Councilor Carpenter suggested that a public work session occur to give the public more opportunity to ask questions about the implications of this proposal, so that the public understands this better than they do now.
- Councilor Traverse asked whether the Planning Office has the bandwidth for that kind of public work session that Councilor Carpenter is suggesting. Director Tuttle replied that this could be feasible between now and the warned public hearing. Councilor Traverse suggested warning this for a public hearing on February 26 and conducting a public engagement session prior to that.
- Councilor Doherty said that he is uncomfortable about the timing issue and level of public engagement, and said he will not support moving this forward.
- Councilor Grant said that RM should be the floor for zoning in the City. She also asked about the implications for the UVM MOU, and how it could be improved to address some of these concerns. She said that for the sake of equity, RM should be the floor for all districts.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – nay, Councilor Grant – aye, Councilor Hightower – aye, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – aye, Councilor Traverse – aye, City Council President Paul – aye (11 ayes, 1 nay); motion carries.

8.2 Resolution: Cambrian Rise – Development Agreement Second Amendment (Councilors Carpenter, Barlow, Dieng)

MOTION by Councilor Carpenter, SECOND by Councilor Dieng, to waive the reading and adopt the resolution.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – aye, Councilor Grant – aye, Councilor Hightower – aye, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – aye, Councilor Traverse – aye, City Council President Paul – aye (12 ayes, 0 nays); motion carries.

8.3 Resolution: Town Meeting Day 2024 Carbon Pollution Impact Fee Ballot Question (TEUC (Councilors Bergman and King))

MOTION by Councilor Bergman, SECOND by Councilor King, to waive the reading and adopt the resolution.

DISCUSSION:

- Councilor Bergman said that this resolution asks that the voters be allowed to decide whether to authorize the carbon impact fee on all fuel systems that emit carbon dioxide and other greenhouse gases, not just fossil fuel systems. He said that this closes a loophole in the currently-implemented ordinance. He said that this would also align with the state’s clean heat standard that would likely go into effect next year. He said that this does not need to be an all-or-nothing approach.
- Councilor King thanked the young residents who came out to speak about this, saying that the world is in the midst of a climate crisis and that this should not be a controversial item.
- Councilor Barlow spoke about how the current ordinance was passed last November and that it kept renewable biofuels excluded from it, since they are tools to achieving the goal of eliminated the use of fossil fuels. He said that there is no loophole to close and that this was intentional. He said that the stakeholders affected by this ordinance are supportive of it, but that they need regulatory stability and predictability as they do capital planning. He noted their concern about changing compliance terms in the near-term. He said that he will not support this resolution.

- Councilor Magee noted that this doesn't tinker with the ordinance but would allow for the City to have the ability to include those fuels in the ordinance. He said that decades of failed policy have gotten us to this point, and that the voters should now be able to decide whether or not to support this.
- Councilor Grant said that this needs to be moved forward, and climate action cannot be delayed. She said that if anything, this would force large institutions to work faster to implement better climate measures.
- Councilor Carpenter expressed concern about the lack of data on who this would affect and what it would affect if it were implemented. She cited the tight turnaround between this proposal and voting day.
- Councilor Bergman said that the TEUC spent a long time focusing on the ordinance and that there is no surprise that this current item is coming before the Council.
- Councilor Dieng asked whether voters will have the opportunity to weigh in on the amount of fees upon passage of this proposed ordinance, and Councilor Bergman replied in the affirmative.

VOTING (by roll call): Councilor Barlow – nay, Councilor Bergman – aye, Councilor Carpenter – nay, Councilor Dieng – aye, Councilor Doherty – nay, Councilor Grant – aye, Councilor Hightower – aye, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – nay, Councilor Traverse – nay, City Council President Paul – nay (6 ayes, 6 nays); motion fails.

8.4 Resolution: Implementation Of A Carbon Pollution Impact Fee (TEUC (Councilors Bergman and King))

MOTION by Councilor Bergman, SECOND by Councilor King, to waive the reading and adopt the resolution.

DISCUSSION:

- Councilor Bergman said that this resolution is closer to what was originally envisioned by the TEUC, but that it refers it to the TEUC to work through he details of the size of the buildings, the fees, and the fuel types. He said he is committed to trying to find a resolution that garners widespread support.
- Councilor Bergman made a friendly amendment to postpone this item to the February 12, 2024 City Council meeting.
- Councilor Traverse said that the next resolution also relates to this, and that the intention is to review these items, which includes the possibility of at least an expansion of the carbon fee. He said that there is an opportunity to work toward combining this resolution and item 8.5.
- Councilor Barlow acknowledged the willingness of Councilors King and Bergman to collaborate with him and Councilor Traverse on this.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – aye, Councilor Grant – nay, Councilor Hightower – aye, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – nay, Councilor Traverse – aye, City Council President Paul – aye (10 ayes, 2 nays); motion carries.

8.5 Resolution: Climate Policy Review And Next Steps Fore Existing Commercial And Industrial Buildings Less Than 50,000 Square Feet (Councilors Traverse and Barlow)

MOTION by Councilor Bergman, SECOND by Councilor Magee, to suspend the rules and complete the remainder of the agenda.

VOTING: unanimous; motion carries.

MOTION by Councilor Traverse, SECOND by Councilor Hightower, to postpone this item to the February 12, 2024 City Council meeting.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – aye, Councilor Grant – nay, Councilor Hightower – aye, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – nay, Councilor Traverse – aye, City Council President Paul – aye (10 ayes, 2 nays); motion carries.

8.6 Resolution: March 5, 2024 Annual City Meeting—Increase In Public Safety Tax Rate For Fire And Police Purposes Authorized (Board of Finance)

Mayor Weinberger began by noting that tonight is the last night that the Council can act to put items on the ballot for Town Meeting Day. He noted that his administration is working to prepare a budget for FY25, though noting that a new Council and a new Mayor will ultimately be the ones to see that through. He said that the City is faced with a larger budget gap than in previous years (\$9 million), and that they have a proposed number of steps to take to close that gap by the time the budget needs to be passed in June. He said that one of those steps is a proposed tax cap increase, which must be approved to go on the ballot for Town Meeting Day (or in a special election between March and June) in order to be in place for the adoption of the SFY25 budget. He noted that special elections cost more now than they had in the past, so his recommendation is to put a 3 cent fire and tax cap increase on the ballot for Town Meeting Day. He said that this would entail a 3-4% increase on the 35% of the tax bill that residents see. He noted that the Board of Finance voted 3-1 that the Council take this action.

Chief Administrative Officer Schad provided a more in depth FY25 General Fund Budget Update presentation. She noted the numerous changing budget pressures since the last voter-approved tax increase in FY20, which were largely dealt with in the past through available federal one-time and emergency funding due to Covid, but that the sunset of this funding has resulted in a projected significant gap in the FY25 budget if no action is taken. She spoke briefly about the challenges the City has overcome since FY20, including responding to the Covid-19 pandemic by creating new public health services, dealing with a 17% inflation, rebuilding the Police Department after losing 40% of officers, creating new public safety resources in the CSOs, CSLs, and Urban Park Rangers, making substantial overdue investments in racial equity and justice, language access, and livable wage increases, launching an equitable economic recovery by providing support to workers and businesses, and opening three new shelters and the Community Resource Center day shelter and initiatives to respond to the more than 500% increase in homelessness after the motel evictions last June. She said that in the midst of these challenges there were also budget challenges, given that a property tax increase was voted down in FY23, that the one-time funding used to shore up the FY24 budget would not be available to do the same in 2025, that inflation has continued and that personnel costs have increased significantly. She spoke about the resulting \$9 million budget gap and the measures that the administration are proposing to take to close that gap for the FY25 budget. She said that these measures include capturing growth in grand list revenues and other taxes, reducing the City's operating costs through efficiencies in non-public safety departments, completing a review and increase of revenue driven by sources other than property taxes, extending the full phase-out of one-time funds by one more year, and requesting voter approval to increase the current Police and Fire Property Tax Cap by \$0.03 on Town Meeting Day.

Chief Administrative Officer Schad spoke about each of the proposed measures for closing the budget gap in more detail. She said that in terms of capturing growth in grand list and other taxes, this pertains to growth that would happen regardless of Council action, and is projected as \$300,000 in new property tax revenue and \$600,000 in increased gross receipts, local option tax, and franchise fees. She said that the City is conducting an operations efficiency study of the largest General Fund departments, with a goal of reducing non-public safety spending by at least \$3 million. She said that another measure to close the budget gap is to raise user fees (campground fees, boat slips, parking, etc), and that the City is engaged in a study to determine the appropriate level of these fees, when to increase them, and how often to increase them. She noted that special attention will be paid to ensure that youth scholarships and access remain available. She said that

they are projecting a 10% increase in user fees to reflect inflation since past updates, leading to an increase in revenue of \$1.3 million per year. She said that they are also increasing the hotel tax by 2%, which would raise approximately \$1 million per year. She noted the use of one-time ARPA funding, saying that careful management of this funding has made it possible to include an additional \$1 million of these funds in the FY25 budget while retaining current Unassigned Fund Balance levels.

Chief Administrative Officer Schad then spoke in more detail about the proposed measure to close the budget gap, which is to lift the Police & Fire Tax Cap. She said that this plan would fully fund the police and fire budgets (including projected increases in the number of officers in the department and a \$250,000 flexible response fund), given that police and fire costs have risen substantially since the last voter approved tax increase in FY20 and that the police and fire tax currently funds only one-third of the total Police and Fire Department costs. She noted that lifting the cap does not commit the Mayor and the City Council to implementing the tax increase but allows them the authority to do so. She said that the full utilization of this 3-cent tax increase would result in a 4% increase on the municipal portion of property taxes. She provided a summary of the increased public safety costs to the General Fund since the last tax increase in FY20, amount to a total increase of \$4.16 million. She noted that an increase on the tax cap would allow the City to fully fund its rebuilding plan by budgeting for 77 officers, continuing recruitment incentives, and continuing to offer competitive compensation for police officers. She said that it would allow for retention of new professional staff, including 11 CSOs, 6+ CSLs, the CAIP Assistant Director, the Urban Park Ranger positions, and the Recruitment Coordinator, Redaction Specialist, and Public Information Officer within the Police Department. She said that it would also allow for a \$250,000 flexible response fund, body camera upgrades, and training for EMS and mental health resources (the latter two within the Fire Department).

Chief Administrative Officer Schad provided a summary of the impact of a proposed public safety tax cap increase on taxpayers. For a \$300,000 appraised value home, the resulting increase would be an additional \$90 per year, for a \$500,000 appraised value home, the increase would result in an additional \$150 pr year, and on a \$700,000 appraised value home, the resulting increase would be an additional \$210 per year.

MOTION by Councilor Barlow, SECOND by Councilor Magee, to waive the reading and adopt the resolution.

DISCUSSION:

- **Councilors Hightower noted that most departments were asked to cut their budgets by 2% and said that she does not have a good understanding of some of this, but does not want to put the next administration in a tough budget spot and will be supporting putting this on the ballot for voters to weigh in (though she noted that this is not an endorsement of the proposal).**
- **Councilor Dieng said that this tax increase is not timely or fair to Burlingtonians or could have been prevented. He said that there are bigger issues, such as that of education. He said that residents are being taxed out of the City. He spoke about the number of positions that have been reclassified and that the City needs to be more conservative and work within its means. He said that he will be supporting this to go to the ballot, but said that he is not supportive of this proposed tax cap increase.**
- **Councilor Bergman said that he supports putting this on the ballot, saying that this will give the City the opportunity to find other sources of revenue and other opportunities. He said that the City must fund its commitments and do so holistically.**
- **Councilor Barlow said he would prefer to have more clarity on where savings can be had, though he acknowledged that that information is not yet available. He said that this would grant the authority to increase the cap up to this proposed level, but said he hopes that they won't need to increase the tax that much.**

- Councilor Magee said he has heard concerns from constituents since he was elected about the affordability issues in Burlington. He said that he will support this tonight because it would be imprudent to remove this as a tool for the next Council and administration to shore up the budget. He said that this continues to call attention to the unsustainable property tax system in the City and state.
- Councilor Carpenter said that built into this is the \$3 million assumption that operational efficiencies will be achieved. She also emphasized the importance of advocacy with the state on the homestead tax credit.
- Councilor Shannon said that the City's taxes are unaffordable and that basic services are required and expected by the City's constituents. She said that this only funds one year of the public safety rebuilding plan and does not get the City to the 87 officers that are needed for staffing a health police department, and requires \$3 million worth of cuts. She said that this will be difficult with 17% inflation and a 4% tax increase since the last increase. She said that this is a reasonable proposal. She agreed with Councilor Dieng that a priority is educating the City's students, but she also said that the parents of those students have cited public safety as one of their top concerns and priorities.
- Councilor Dieng said that the number one priority in the City is affordability, and that this current problem was started in 2020 and now the City is facing the consequences of its action. He said that the focus should be on the future generation.
- Councilor Grant said that affordability is a huge issue and that she is loathe to increase taxes further, given that the school budget will increase taxes as well due to its bonding for a new high school. She also said that the City needs to be careful not to overpromise to the public in terms of the number of officers that this budget supports. She said that the budget includes 77 sworn officers because that is the pace at which they are able to recruit officers, currently. She said that the City is doing innovative things in terms of how it is envisioning community safety and how it addresses mental health issues. She said that the City needs to beef up its harm reduction and other strategies for dealing with the drug crisis. She said that she would vote for this to have the flexibility to continue these innovative activities, and that the voters should be allowed to weigh in on this.

VOTING: unanimous; motion carries.

9. COMMITTEE REPORTS

9.1. Verbal reports

Councilor Bergman noted that there will likely be a Tax Abatement meeting on February 12.

Councilor Hightower said that the Community Development and Neighborhood Revitalization (CDNR) Committee is meeting tomorrow to discuss updates on business and workforce development and youth appoints to the advisory board and shelter and transitional housing programs.

City Council President Paul noted that the Public Safety Committee met on January 24 and scheduled a date for meeting on February 15.

Councilor Magee noted that the Parks, Art, and Culture Committee met last week and heard a full presentation on various elements of the waterfront, including an update on wastewater and drinking water, an update on the Moran Frame, and an update from the Deputy Harbormaster, as well as an update on the April solar eclipse.

10. CITY COUNCIL – GENERAL AFFAIRS

10.1. Verbal reports

Councilor Dieng spoke about the Vermont New American Advisory Council and that it submitted its final report to the City on gun violence and its effects on New American youth, as well as recommendations for supporting New American families. He said that this report was comprehensive and had six concrete recommendations, and he suggested that time be scheduled to hear a presentation on the report at City Council. He also spoke about educational work with the Committee on resident voting in this community.

Councilor Magee said that he has heard from residents in his ward about accommodations at polling sites, given that some residents will be reporting to new polling stations and ward clerks may not be familiar with their individual accommodations and needs. He also noted for residents that people may be living in a new ward and to make sure they're aware of where they are supposed to go.

Councilor Grant noted a question from a community member about whether Burlington has ever had election observers, given some negative behavior at Wards 4 and 7 NPAs by an individual who is an election official and concerns about behavior during elections. City Council President Paul replied that staff from the Clerk/Treasurer's Office will follow up with Councilor Grant on this question.

11. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

11.1. Verbal reports

City Council President Paul noted that the Council will have an opportunity to discuss legislative priorities at the State level on February 12th, as well as an additional work session with the Burlington legislative team in March.

12. MAYOR – GENERAL AFFAIRS

12.1. Verbal reports

Mayor Weinberger spoke about the commencement of construction on the Main Streets Great Streets project, noting that the first major project is related to work on the ravine sewer. He noted that the project overall will span 3 construction seasons, and will rebuild the three blocks of Main Street from Winooski to Pine. He said that the benefits will include investments on those blocks from the private sector in housing and businesses, and will include upgrading the public infrastructure on those blocks. He noted that there will be impacts from this construction, but that the City is making every effort it can to minimize disruptions due to construction activities. He said that the City is focusing construction on the less-busy times of the year and will not be doing construction on weekends.

13. ADJOURNMENT

13.1 Motion to Adjourn

MOTION by Councilor Bergman, SECOND by Councilor Magee, to adjourn the meeting.

VOTING: unanimous; motion carries.

The meeting adjourned at 10:54 PM.

RScty: AACoonradt



Fee \$25.00

May 1, 2024 — April 30, 2025

**CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION**

☐ Indoor

☒ Outdoor

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name Crothers Entertainment and Productions, LLC
2. D/B/A (Business Name) Higher Ground Presents 3. Bus. Phone (802)349-4521
4. Business Address 1214 Williston Rd, South Burlington, VT 05753
5. Mailing Address 1214 Williston Rd, South Burlington, VT 05753
6. Contact person Melinda Bachand 7. Contact Phone (802)349-4521
8. Email contact address melinda@highergroundmusic.com

**PART II
OPERATION**

1. Do you currently have a Liquor License? ☒ Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or ☒ No
3. Proposed Date(s) for this Special Event May 2024 - September 2024
4. Proposed Hours for this Special Event 5pm - 11pm weekends; 5pm - 10pm weeknights
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
BCA Center - 405 Pine Street (in back parking lot of building)

For this Proposed location please answer the following questions:

- a) Occupancy Load 999 b) # of Restrooms 10 c) # of Egresses 2
- d) Date of last Fire/Safety Check 5/5/21 e) Dancing by Patrons ☒ Yes or No
- f) Amplified Music ☒ Yes or No g) Will additional staff and/or security be required ☒ Yes or No

30 shows e
\$25 : \$750.00
pd check # 011860
1/16/24

Fee \$25.00

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

Please give DETAILED description of the type of entertainment for which you are applying:

Description Higher Ground and BCA are teaming up to produce a series of outdoor concerts aimed at
bringing people together to enjoy live entertainment. The shows will be ticketed and feature up to two (2) acts
each night. There will be food vendors and bar service for patrons to enjoy as well.

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: 01.03.2024

SIGNATURE OF APPLICANT Melinda A. Bachan

PRINT NAME: Melinda A. Bachan

RELATIONSHIP TO BUSINESS General Manager/officer

OFFICE USE ONLY

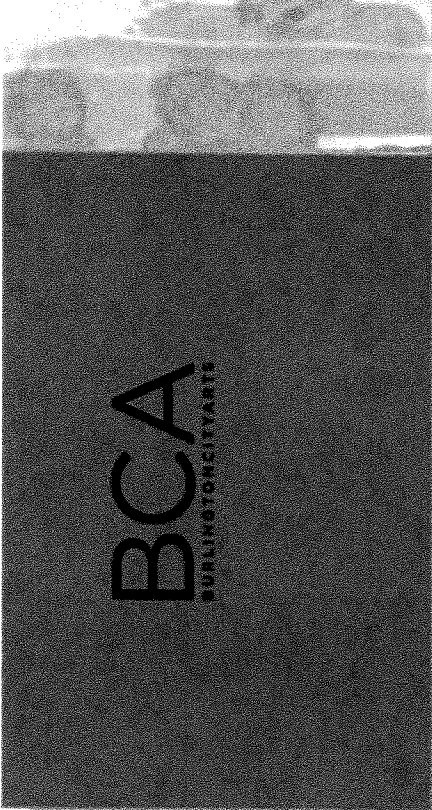
Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____

At their meeting of 02/6/24, the Burlington City Council License Committee recommended
Approval X Denial _____

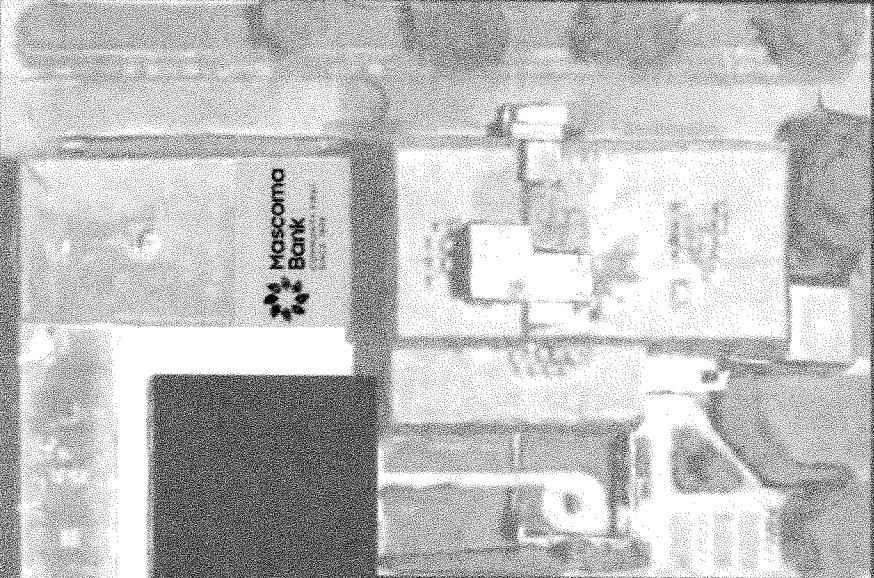
At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.



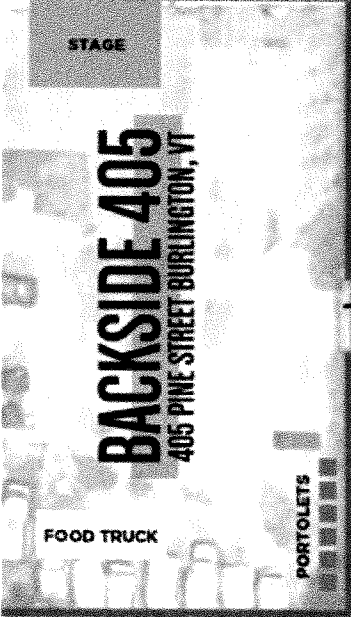
PINE STREET



VEHICLE & PEDESTRIAN ENTRANCE



VEHICLE EXIT



STAGE

BACKSIDE 405
405 PINE STREET BURLINGTON, VT

FOOD TRUCK

PORTOLETS

BOX OFFICE

VENUE ENTRANCE / EXIT

BIKE PARKING

PARKING LOT ENTRANCE

MALTEX PARKING LOT



Fee \$25.00

May 1, 2023 ---- April 30, 2024

**CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION**

Indoor

Outdoor

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name: Pine & Ginger, LLC
2. D/B/A (Business Name): The Pinery 3. Bus. Phone: 802-363-9305
4. Business Address: 190 North Ave, Apt 1, Burlington, VT 05401
5. Mailing Address: 190 North Ave, Apt 1, Burlington, VT 05401
6. Contact person: Louie & Max Orleans 7. Contact Phone: 802-363-9305 & 802-373-2600
8. Email contact address: info@thepineryvt.com

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event: Friday, April 5, 2024 to Monday, April 8, 2024
4. Proposed Hours for this Special Event: 4:30pm - 11pm (Friday); 10am - 11pm (Saturday - Monday)
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

377 Pine Street, Burlington, VT, 05401. This is a parking lot on the west side of Pine Street. For reference, it is the same parking lot that Myer's Bagels and Barge Canal Market both use.

For this Proposed location please answer the following questions:

- a) Occupancy Load: 999 patron b) # of Restrooms: 8 port-a-potties c) # of Egresses: 2
- d) Date of last Fire/Safety Check: N/A e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

pd check # 654 \$25.00 1/4/24

**PART III
DESCRIPTION OF ENTERTAINMENT**

Please give DETAILED description of the type of entertainment for which you are applying:

The site plan for this event is the exact same as the South End Get Down, which has gone very well over 2 years. However, it will be run by The Pinery and is NOT the South End Get Down (Orleans Events). With so many tourists in town for the Total Eclipse, we feel it only makes sense to add additional space for gathering and possibly viewing. There will be 4-5 food vendors on the west side of the parking lot as well.

Max Orleans, Louie Orleans, and Tyson Ringey (Pine & Ginger LLC DBA The Pinery) will operate this event.

The parking lot has fencing on the North/South sides, and is naturally enclosed on the west side by the Barge Canal. We would provide security at the main entrance on the East side of the parking lot. The event is focused on the art, food trucks and beverage; it is not focused on the music, but is more for an ambiance. This is a family-friendly event and really caters to a very broad audience of mainly local traffic.

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: 1/2/2024

SIGNATURE OF APPLICANT 

PRINT NAME: Louie Orleans

RELATIONSHIP TO BUSINESS: Owner - Partner

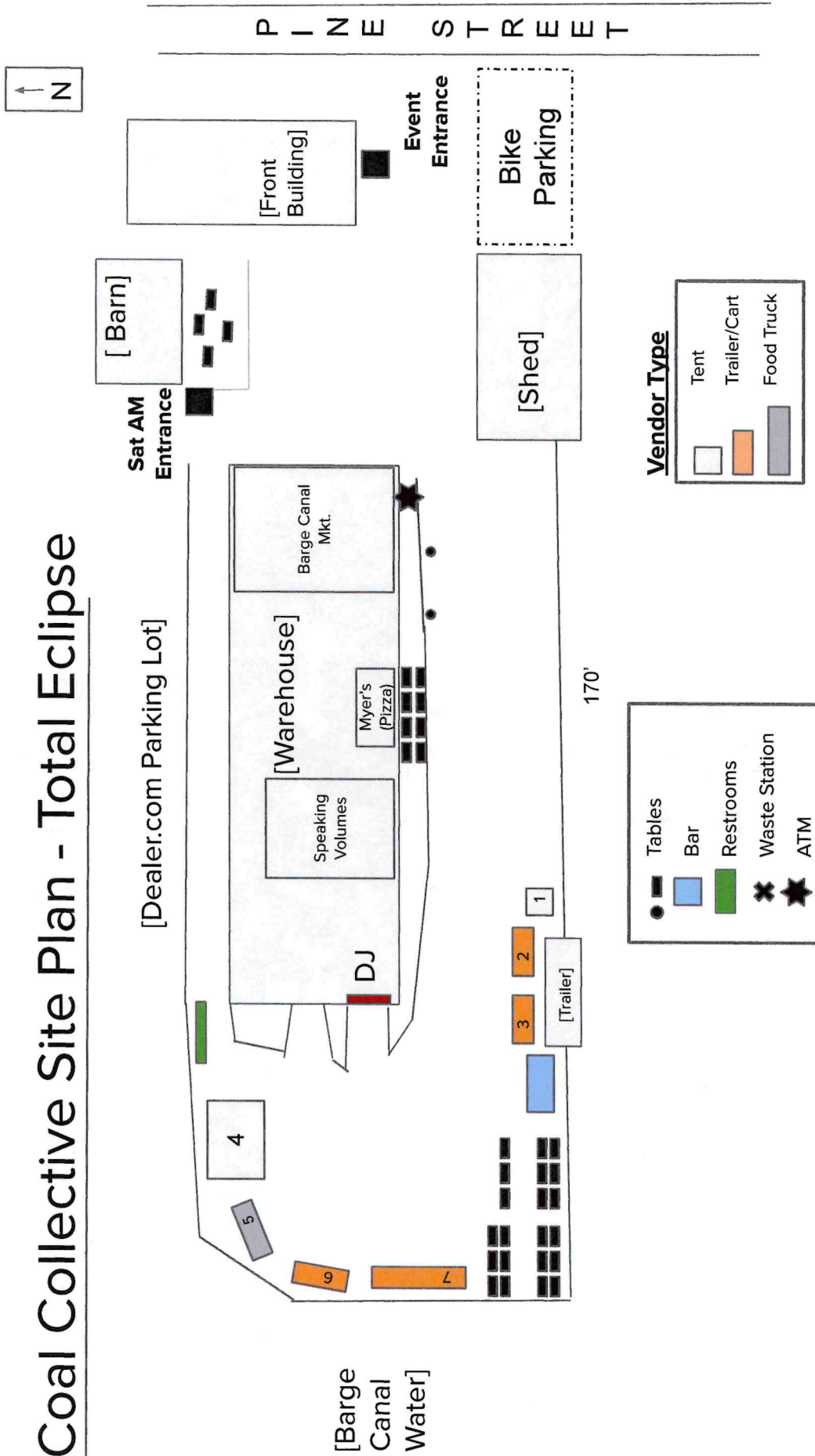
OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____

At their meeting of 02/6/24, the Burlington City Council License Committee recommended
Approval X Denial _____

At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.

Coal Collective Site Plan - Total Eclipse





May 1, 2024 ---- April, 2025

Fee: \$25.00/event
Fee: \$400.00
0

CITY OF BURLINGTON SPECIAL EVENT

ENTERTAINMENT PERMIT APPLICATION

Indoor

Outdoor

PART I ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name: Orleans Events, LLC
2. D/B/A (Business Name): South End Get Down; Bus Phone: 802-363-9305
4. Business Address: 190 North Ave, Apt 1, Burlington, VT 05401
5. Mailing Address: 190 North Ave, Apt 1, Burlington, VT 05401
6. Contact person: Louie & Max Orleans 7. Contact Phone: 802-363-9305 & 802-373-2600
8. Email contact address: getdown@orleansevents.com

PART II OPERATION

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event: Every Friday from May 17 - August 30
4. Proposed Hours for this Special Event: 4:30 - 11pm
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

377 Pine Street, Burlington, VT, 05401. This is a parking lot on the west side of Pine Street. For reference, it is the same parking lot that Myer's Bagels and Barge Canal Market both use.

For this Proposed location please answer the following questions:

- a) Occupancy Load: 999 patron b) # of Restrooms: 8 port-a-potties c) # of Egresses: 2
- d) Date of last Fire/Safety Check: N/A e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

pd chk # 1026 \$400.00
1/4/24 lw

PART III
DESCRIPTION OF ENTERTAINMENT

The South End Get Down (pka Truck Stop) was another great success in the summer of 2023. We had more than 20,000 customers over 15 events, partnering with more than 45 local food/artist vendors throughout the summer. There were no issues with security of neighbors. Parking always seemed to go well with so many choosing to walk or bike, and neighboring businesses really benefited from the increase in local crowds on Friday night.

Max and Louie Orleans (Orleans Events, LLC) will operate the event again this year.

The parking lot has fencing on the North/South sides, and is naturally enclosed on the west side by the Barge Canal. We would provide security at the main entrance on the East side of the parking lot. This event will consist of 16-20 food trucks/vendors, 2 bars, and a local DJ. The event is focused on the food trucks and beverage; it is not focused on the music, but is more for an ambiance. This is a family-friendly event and really caters to a very broad audience of mainly local traffic. We anticipate that this will be an event for the early evening, just after work for a Friday night sunset. We applied until 11pm to be safe, but anticipate the event ending between 9 and 9:30pm. Our hope is that patrons will walk to Church Street for the evening afterwards.

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: 1/2/2024

SIGNATURE OF APPLICANT _____



PRINT NAME: Louie Orleans

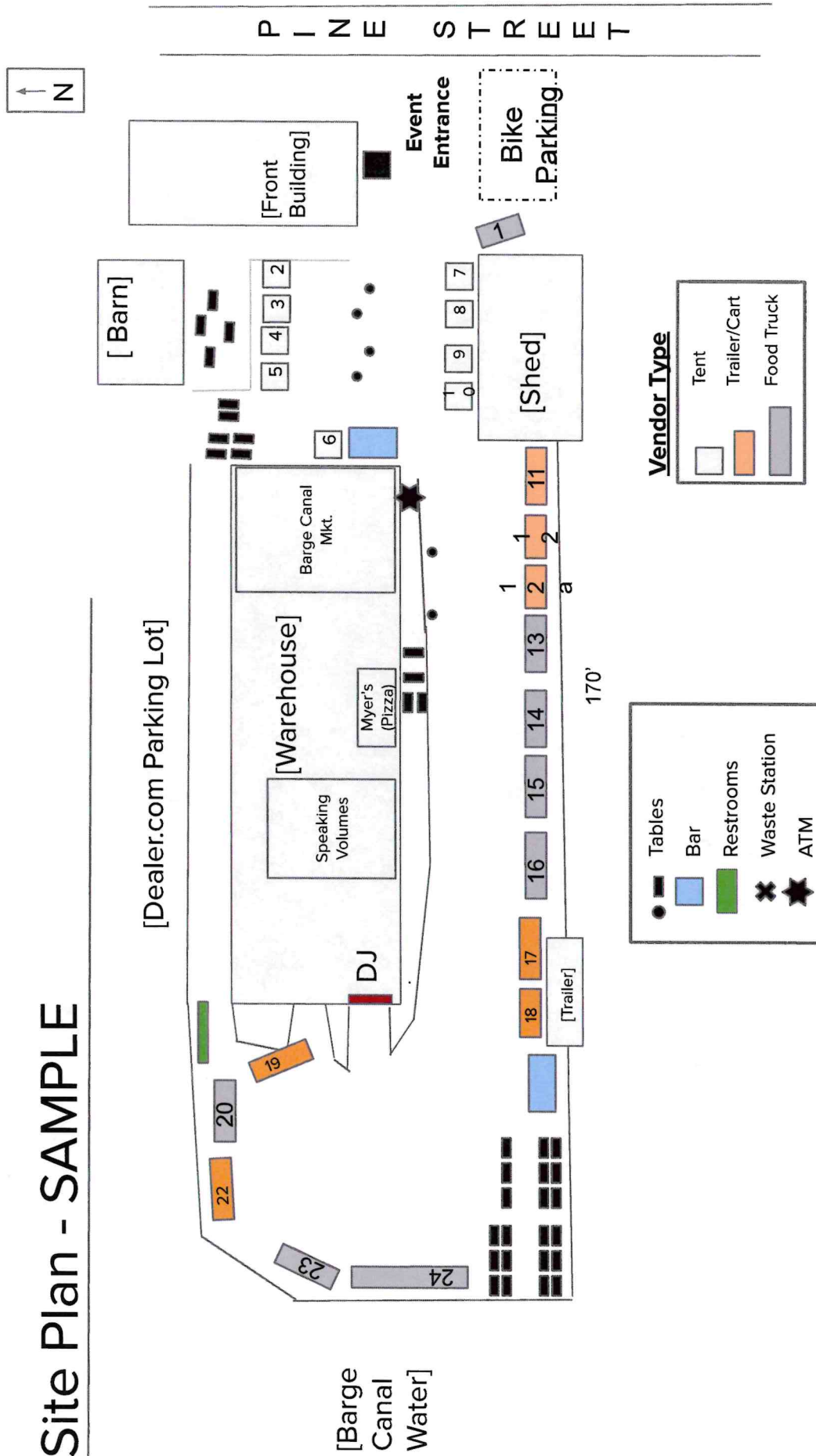
RELATIONSHIP TO BUSINESS: Owner - Partner

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____
At their meeting of 02/6/24, the Burlington City Council License Committee recommended
Approval X Denial _____

At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.

Site Plan - SAMPLE







Fee: \$25.00/event

May 1, 2024 — April 30, 2025

**CITY OF BURLINGTON
SPECIAL EVENT**

ENTERTAINMENT PERMIT APPLICATION

Indoor

Outdoor

**PART I
ORGANIZATION**

All information in this section is required

1. Corporation/Sole Proprietor name: Oktoberfest Burlington LLC
2. D/B/A (Business Name): Oktoberfest 3. Bus. Phone: 802-363-9305
4. Business Address: 190 North Ave, Apt 1, Burlington, VT 05401
5. Mailing Address: 190 North Ave, Apt 1, Burlington, VT 05401
6. Contact person: Louie & Max Orleans 7. Contact Phone: 802-363-9305 & 802-373-2600
8. Email contact address: oktoberfest@orleansevents.com

**PART II
OPERATION**

1. Do you currently have a Liquor License? Yes or No
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or No
3. Proposed Date(s) for this Special Event: **9/19/2024 to 9/22/2024**
4. Proposed Hours for this Special Event: **9/20: 6-10pm; 9/21: 5-9pm**
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

Burlington Waterfront. This is historically where the event has been hosted and has always thrived.

For this Proposed location please answer the following questions:

- a) Occupancy Load: 2500 patron b) # of Restrooms: 16 port-a-potties c) # of Egresses: 3
- d) Date of last Fire/Safety Check: N/A e) Dancing by Patrons? Yes or No
- f) Amplified Music? Yes or No g) Will additional staff and/or security be required? Yes or No

(Continued on back)

pd check #1080 \$25.00
11/4/24 ds

**PART III
DESCRIPTION OF ENTERTAINMENT**

Please give DETAILED description of the type of entertainment for which you are applying:

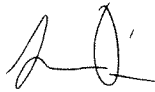
Oktoberfest was established in 2015 and hosted by Red Clover Events every year until COVID shut it down. Max and Louie have taken the event over and will continue the exact same event for two nights on Friday and Saturday in September. As always the focus will be on the activities, games, music, dancing, and costumes. We will be serving 60+ beers from 40 different breweries, both local and abroad. We plan on having a live DJ for the early hours of the event and then transition to a live band. There will be 5-9 food vendors of different kinds that will be ready to keep people fed throughout the evening.

Max and Louie Orleans (Orleans Events, LLC) will operate the event this year, with the consultation of Lou Dimasi, owner of Red Clover Events.

STATEMENT OF APPLICANT: Under the pains and penalties of perjury, I affirm that the preceding answers are true to the best of my knowledge and belief. I have read, understand and agree to comply with all City and State conditions, laws, ordinances, regulations and statutes.

DATE SIGNED: **1/2/2024**

SIGNATURE OF APPLICANT _____



PRINT NAME: Louie Orleans

RELATIONSHIP TO BUSINESS: Owner - Partner

OFFICE USE ONLY

Fee Paid \$ _____ Date: _____ Fee Returned \$ _____ Date: _____
At their meeting of 02/6/24, the Burlington City Council License Committee recommended
Approval X Denial _____

At their meeting of _____, the Burlington City Council _____ this SPECIAL
entertainment permit application.



Office of Mayor Miro Weinberger

MEMORANDUM

TO: City Council
FROM: Mayor Miro Weinberger
DATE: February 6, 2024
RE: Appointments of Brian Lowe and Kirby Dunn to the Burlington Housing Authority Board

This memo is to inform the Council that I am appointing Brian Lowe and Kirby Dunn to the Burlington Housing Authority (BHA) Board of Commissioners. Pursuant to V.S.A. § 4004(a), the mayor has the sole authority to appoint BHA commissioners.

Brian's extensive experience working for the City of Burlington will assist the BHA Board to coordinate with the City and Administration. In his roles in the City, he worked in partnership with BHA senior leadership during the Covid-19 pandemic and was closely involved in a variety of housing issues. Brian is experienced in addressing complex organizational challenges and is well positioned to assist and support BHA through the reported issues at Decker Towers.

Kirby's more than 20 years of experience serving as the Executive Director of HomeShare Vermont will be an asset to the BHA Board. Her extensive network and leadership in the Vermont housing community will assist BHA leadership to make connections with peer housing providers to share strategies on addressing housing providers' challenges.

Brian Lowe's appointment is a five-year appointment, effective until January 17, 2029.

Kirby Dunn is filling the remainder of the term following the resignation of Cheryl Fatnassi, and her appointment is effective until January 17, 2027.

CC: Steven Murray, Executive Director of the Burlington Housing Authority
Jane Knodell, Burlington Housing Authority Board of Commissioners

2024-2025 Tobacco License and Tobacco Substitute Endorsement Renewals
Regular City Council Meeting, Monday, February 12, 2024

Tobacco:

#126 North Avenue Jolley
Cumberland Farms 454 Riverside Ave
Cumberland Farms 661 Pine St
Float On Cannabis
Garcia Tobacco Shop
Grass Queen, Inc.
Kampus Kitchen
Momo's Market
Pearl Street Beverage
Shopping Bag
Walgreen's #19570 1024 North Ave

Tobacco Substitute Endorsements:

#126 North Avenue Jolley
Bern Gallery
Cumberland Farms 454 Riverside Ave
Cumberland Farms 661 Pine St
Garcia Tobacco Shop
Kampus Kitchen
Pearl Street Beverage
Shopping Bag

1/22/2017 PF

Terms of sale of Burlington Telecom to Schurz on Dec. 27, 2017:

[https://www2.burlingtonvt.gov/Archives/bd/AUANYH6234F4/Asset%20Purchase%20Agreement%2012%2022%2017%20%20\(3148593_1\).pdf](https://www2.burlingtonvt.gov/Archives/bd/AUANYH6234F4/Asset%20Purchase%20Agreement%2012%2022%2017%20%20(3148593_1).pdf)

EXHIBIT C TO ASSET PURCHASE AGREEMENT

Solveig Overby
*Up to \$800,000 payable to Schurz to move BT equipment from basement of Memorial Auditorium.

MEMORIAL AUDITORIUM LEASE PROVISIONS

[https://www2.burlingtonvt.gov/Archives/bd/AUFQWJ6B47F5/Exhibit%20C%20%20\(3150264_1\).PDF](https://www2.burlingtonvt.gov/Archives/bd/AUFQWJ6B47F5/Exhibit%20C%20%20(3150264_1).PDF)

Tenant: Champlain Broadband, LLC d/b/a BURLINGTON TELECOM

Landlord: City of Burlington

Premises: 250 Main Street, Burlington, VT, consisting of approximately 1,242 square feet (subject to Tenant's confirmation) located in the [basement] floor of the building located at 250 Main Street (the "Building") with the legal property description attached on Schedule A.

Commencement Date:

The date that the Lease commences (the "Commencement Date") shall occur on the Closing Date set forth in the Asset Purchase Agreement.

Initial Term and Renewal Term:

The initial term of the Lease shall be five years from the Commencement Date (the "Initial Term"). The Initial Term of the Lease shall expire on the last day of the month in which the 5th anniversary of the Commencement Date shall occur. The Tenant shall have three (3) options to extend the Term for five (5) years each (each a "Renewal Term"). The Initial Term and the Renewal Term (hereinafter defined) are collectively referred to herein as the "Term."

Permitted Uses: For use in the Telecom System consistent with past practice or any other lawful purposes.

Base Rent: Tenant will pay Minimum Base Rent at an amount per square foot per year at market rates reasonably acceptable to the parties, payable in equal monthly installments in advance on the first day of each calendar month included in the Term commencing with the Commencement Date, unless instructed otherwise by the Landlord. The Minimum Base Rent during each Renewal Term shall be adjusted as mutually agreed by the Landlord and Tenant in the Lease.

Additional Rent for Operating Expenses and Taxes and Proportionate Share:

In addition to Base Rent, Tenant shall pay, as additional rent, its pro rata share of operating expenses and real estate taxes and assessments associated with Tenant's use of the Building.

Sublease and Assignment Rights:

The Tenant will not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of the Tenant's interest in this Lease or in the Premises, without the Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided Tenant may, without Landlord's consent, assign the Lease or sublease all or portions of the Premises to, or permit the use of all or portions of the Premises by, any Tenant Affiliate or in connection with any Permitted Transfer. The terms "Tenant Affiliate" and "Permitted Transfer" will be defined in the Lease. Any attempted assignment, transfer, mortgage, encumbrance or subletting without the Landlord's written consent shall be void and shall constitute a breach of this Lease.

Lease Termination and Relocation:

Landlord may, at Landlord's option and at any time during the Term of the Lease, elect to terminate the Lease upon not less than 18 months' prior written notice to the Tenant. In such event, the Tenant agrees to terminate its lease and relocate its equipment; provided, however, that Landlord will contribute to the cost of moving, relocating and setting up such equipment at a new location as set forth in the applicable relocation notice periods set forth below.

(a) In the event that the Landlord delivers to Tenant a notice to relocate that is at least 18 months, but less than 24 months, prior to the termination date, then Landlord will be required to bear the expenses of such move; provided, however, that such expenses shall be capped at a maximum of \$800,000.

(b) In the event that the Landlord delivers to Tenant a notice to relocate that is at least 24 months, but less than 30 months, prior to the termination date, then Landlord will be required to bear the expenses of such move; provided, however, that such expenses shall be capped at a maximum of \$700,000.

(c) In the event that the Landlord delivers to Tenant a notice to relocate that is at least 30 months prior to the termination date, then Landlord will

be required to bear the expenses of such move; provided, however, that such expenses shall be capped at a maximum of \$600,000.

Hazardous Materials: The Lease shall contain the following provisions relating to Hazardous Materials:

Except as noted in Disclosure Schedules to the Tenant in the Asset Purchase Agreement, Landlord represents and warrants that the Landlord has not at any time engaged in, caused, or permitted any Prohibited Activities or Conditions with respect to the Premises. To Landlord's knowledge no Prohibited Activities or Conditions exist or have existed on the Premises. The Premises do not now contain any above-ground or underground storage tanks. Any storage tank that was located on the Premises has been removed in compliance with, all requirements of Environmental Laws. There are no actions, suits, claims, orders, proceedings pending or, to Landlord's knowledge, threatened that involve the Premises and allege, arise out of or relate to any Prohibited Activity or Condition. The Landlord has not received any complaint, order, notice of violation, or other communication with regard to air emissions, water discharges, noise emissions, or Hazardous Materials, or any other environmental, health, or safety matters affecting the Premises.

Landlord shall indemnify, hold harmless, and defend the Tenant for, from, and against all actions, suits, judgments, claims, proceedings, orders, losses, liabilities, damages, penalties, fines, costs, and expenses (whether initiated or sought by governmental authorities or private parties), including, without limitation, all costs of investigations, monitoring, clean-up, remediation, removal, restoration, court costs and fees, attorneys' fees and expert witness costs of any kind or nature whatsoever, which may, at any time or from time to time, be imposed upon, incurred by, or asserted or awarded against, Tenant, by reason of, or arising from or out of, the following: (i) any breach of any representation or warranty of Landlord in this Lease with respect to Hazardous Materials; (ii) the existence or alleged existence of any Prohibited Activity or Condition, including any loss, cost, or damage arising out of the existence of any underground storage tank on the Premises, whether known or unknown to Landlord; (iii) the presence (or alleged presence) or the release of Hazardous Materials unless caused by Tenant, or the pollution or contamination, of, on, from, under, or affecting: (A) the Premises if caused by Tenant, or (B) any other property or any air space, surface water, or ground water if the Hazardous Materials were derived from, or alleged to have derived from, the Premises unless caused by Tenant; or (iv) the actual or alleged

violation of any Environmental Law at the Premises unless caused by Tenant.

Tenant represents and warrants that Tenant will not at any time engage in, cause, or permit any Prohibited Activities or Conditions with respect to the Premises.

Tenant shall indemnify, hold harmless, and defend the Landlord for, from, and against all actions, suits, judgments, claims, proceedings, orders, losses, liabilities, damages, penalties, fines, costs, and expenses (whether initiated or sought by governmental authorities or private parties), including, without limitation, all costs of investigations, monitoring, clean-up, remediation, removal, restoration, court costs and fees, and out-of-pocket expenses of attorneys and expert witnesses of any kind or nature whatsoever, which may, at any time or from time to time, be imposed upon, incurred by, or asserted or awarded against, Landlord, by reason of, or arising from or out of, the following: (i) the presence (or alleged presence) or the release of Hazardous Materials caused by Tenant, or the pollution or contamination, of, on, from, under, or affecting: (A) the Premises without regard to the source, or (B) any other property or any air space, surface water, or ground water if the Hazardous Materials were derived from, or alleged to have derived from, the Premises caused by Tenant; or (iv) the actual or alleged violation of any Environmental Law at the Premises caused by Tenant.

The following capitalized terms shall have the following meanings:

“Environmental Law” means all present and future federal, state and local laws, ordinances, regulations, standards, rules, governmental requirements, and policies, administrative rulings, court judgments and decrees, and all amendments thereto, relating to pollution or protection of human health, wildlife, natural resources, or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including such laws governing or regulating the use, generation, storage, removal, remediation, recovery, treatment, handling, transport, disposal, control, release, discharge of, or exposure to, Hazardous Materials.

“Hazardous Materials” means any substance, chemical, material, or waste now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "regulated substance", "contaminant," or "pollutant" (or words of similar

import) within the meaning of or regulated or addressed under any Environmental Law.

"Prohibited Activity or Condition" means: the presence, use, generation, release, treatment, processing, storage, handling, or disposal of any Hazardous Materials on, about, from, upon, or under the Premises and the transportation of any Hazardous Materials to, from, or across the Premises.

Notwithstanding the foregoing, Prohibited Activities or Conditions shall not include the safe and lawful use and storage by Landlord or any of its tenants of: pre-packaged supplies, cleaning materials, petroleum products, and other substances in such quantities and types as are customarily used in the operation and maintenance of properties that are comparable to the Premises so long as all of the foregoing are used, stored, handled, transported, and disposed of in compliance with Environmental Laws.

Schedule A

[PDF copy of deeds attached]

INNOVATION & TECHNOLOGY DEPARTMENT

CITY OF BURLINGTON

149 Church Street, Burlington, VT 05401

Phone: (802) 865-7000



TO: City of Burlington Board of Finance & City Council

FROM: Scot Barker, Chief Innovation Officer

DATE: February 5, 2024

RE: Motion to Authorize Chief Innovation Officer to enter into a contract for email services

Overview:

The Department of Innovation & Technology requests approval to enter into and execute an agreement through GovConnection, Inc. for Microsoft Exchange Online email services. While Planet Technologies is the City's current provider of this Microsoft service, that 3-year contract ends at the end of February, 2024 and GovConnection, Inc. responded with the best price to renew the services. This agreement would begin February 2024 and be for a period of three years.

The cost for services for the service year beginning 02/28/24 would be \$50,496.33 based upon the current user count (341 enhanced licenses, 456 standard licenses, 1 G3 advanced license, and 8 PowerBi licenses). This contract locks in pricing of \$37.10 per year for standard accounts and \$94.92 per year for the enhanced licenses for three years. This pricing represents an increased annual cost of about \$5455 per year from the previous contract due to cost increases since 2021 for similar services. The City has the option to terminate the agreement (in total or in part, should license counts fall) for no cause prior to the end of any service year. The City will complete its existing contract with Planet Technologies for email services at the end of February 2024.

The City purchases this service based upon Microsoft's standard Agreement for Online Services for Government (AOS-G) offering. Microsoft services must be purchased through approved partners. We obtained pricing from three approved partners, Planet Technologies, GovConnection, and SHI. We were able to negotiate the lowest cost pricing with GovConnection, Inc. with this pricing locked in across all three years of the contract.

Projecting total annual costs depends on final user counts and service level needs, which vary as staff numbers fluctuate. Therefore, we ask for a contingency for the overall spend to allow for the expansion of users, for a total of up to \$55,000 each year.

	GovConnection	Planet	SHI
Product Title			
456 Standard (O365 GCC P1)	\$16,917.60	\$18,933.12	\$17,050.84
341 Enhanced (O365 GCC G1)	32,367.72	\$35,354.88	\$33,496.43
1 Enhanced (O365 GCC G3)	251.12	238.44	\$259.88
8 Power BI Pro for GCC	741.52	829.44	767.28
1 PowerApps Premium	<u>218.37</u>	<u>228.12</u>	<u>225.98</u>
Total:	50,496.33	55,584.00	52,255.41

Board of Finance Motion:

INNOVATION & TECHNOLOGY DEPARTMENT

CITY OF BURLINGTON

149 Church Street, Burlington, VT 05401

Phone: (802) 865-7000



1. *To approve and recommend to the City Council that it authorize the Chief Innovation Officer execute an agreement with GovConnection, Inc. and Microsoft for email services for a total amount not to exceed \$165,000 over three years, subject to final contract approval by the City Attorney's Office.*

City Council Motion:

2. *To approve and authorize the Chief Innovation Officer to execute an agreement with GovConnection, Inc. and Microsoft for email services for a total amount not to exceed \$165,000 over three years, subject to final contract approval by the City Attorney's Office.*

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Angelo Mullen
Phone: (800) 800-0019 ext. 33129
Fax: (603) 683-0215
Email: angelo.mullen@connection.com

25578323.02

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 1/2/2024
Valid Through: 2/1/2024
Account #: 5609567

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Pat Schmitz
Email: pschmitz@burlingtonvt.gov

Phone: (802) 865-5386
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 5609567 CITY OF BURLINGTON CLERK/TREASURERS OFFICE 149 CHURCH STREET BURLINGTON, VT 05401 US (802) 865-7016	AB#: 21194998 CITY of BURLINGTON PAT SCHMITZ 645 Pine St Burlington, VT 05401 US (802) 865-7017

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	456	41653876	3MS-00001	Govt. GovEA Exchange Online P1 GCC Sub Per User 12 Month Annual Payment Microsoft Gov Ea	Microsoft Gov Ea	\$ 37.10	\$ 16,917.60
2	341	32747168	U4S-00002	Govt. GovEA Office 365 Government G1 Shared Server Per User 12 Months Microsoft Gov Ea	Microsoft Gov Ea	\$ 94.92	\$ 32,367.72
3	1	41141353	AAA-11894	GovEA O365 GCC E3 Shared Server 12M Microsoft Gov Ea	Microsoft Gov Ea	\$ 251.12	\$ 251.12
4	1	41302032	SEL-00001	GovEA Power Apps Plan Subscription GCC 12 Months Annual Payment Microsoft Gov Ea	Microsoft Gov Ea	\$ 218.37	\$ 218.37
5	8	41302028	DDJ-00001	GovEA Power BI Pro Subscription Shared Server Per User 12 Month Annual Payment Microsoft Gov Ea	Microsoft Gov Ea	\$ 92.69	\$ 741.52
						Subtotal	\$ 50,496.33
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 50,496.33



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Due to the industry-wide constraints and fluctuations, we reserve the right to change pricing at any time. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

Board of Finance and City Council Submission Checklist

Department: Innovation & Technology Submitter Scot Barker, CIO

Title/Subject Microsoft License Renewal

	Approval:	Meeting Date:
X	Board of Finance	2/5/2024
X	City Council	2/12/2024
	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	1/16/2024	Scot Barker
Mayor's Office informed and approved memo	Yes	1/17/2024	Jordan Approved
Board/Commission, if required	N/A		Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	yes	1/29/2024	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	yes	1/29/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	yes	1/22/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A		Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Yes	1/16/2024	Scot Barker

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Only a software purchase. No other services provided.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Scot Barker, CIO

BCA and DPW

MEMORANDUM

TO: City of Burlington, Board of Finance
City of Burlington, City Council

FROM: Doreen Kraft, BCA Executive Director and Chapin Spencer, Director of Public Works

CC: Laura Wheelock, Sara Katz

DATE: February 05, 2024 (BOF)/February 12, 2024 (CC)

SUBJECT: Authorization to Execute Contracts for two Great Streets CityPlace Streetscape Public Art Projects.

REQUEST

Burlington City Arts (BCA) seeks Board of Finance authorization to execute two contracts, 1) Studio Projects, LLC and 2) StudioKCA for the design and fabrication of public art installations to be located within the boundaries of the Waterfront TIF District as part of the Great Street CityPlace Streetscape project, contingent upon Board of Finance and City Council approval of the Budget Amendment for BTC Public Improvements for Public Art Contracts and ARDA Amendment.

EXECUTIVE SUMMARY

Background:

In 2018, Burlington City Arts and Department of Public Works issued a call to artists for the Great Streets projects around City Place with a percent of funds from the City's Waterfront TIF district; however, none of the artists selected at that time were contracted to fabricate their projects as the larger project did not advance.

Then in 2023, the Team relaunched a call to artists in response to the re-energized CityPlace Project. Once again, a percent of the City's total public improvement budget, supported by Waterfront TIF proceeds, has been set aside to commission Public Art. As before, the Team will work together to support the selection and implementation process.

Project Funding:

These contracts are the majority of a total public art project budget of \$200,000 that includes the design and fabrication of the selected artwork within the boundaries of the Waterfront TIF District. As a component of the City's Waterfront TIF District these art projects are eligible to receive funding via the Waterfront TIF District that was approved by voters on November 2016. The current public art project budget is accounted for and being tracked within the overall CityPlace Public Improvements project budget.

The City will collaborate with the artists to complete design requirements by April 2024 to integrate into the City’s scope of work. Budgets for design, fabrication, and installation will be a maximum limiting amount of \$92,500 for Studio Projects, LLC and \$90,000 for Studio KCA. Of the remaining funds, \$17,500 will be reserved by the City as contingency to fund any future necessary contract amendments or city scope related to the public art projects, for a total authorized project amount of \$200,000.

Total CityPlace Public Artist Project Budget	
Studio Projects, LLC – Design, Fabrication, & Install	\$92,500.00
Studio KCA – Design, Fabrication, & Install	\$90,000.00
Project Contingency	\$17,500.00
Total Expense Budget (851-19-700.9500_235)	\$200,000.00
Proposed Project Revenues	
Waterfront TIF Proceeds (851-19-700.4990_235)	\$200,000.00

As this is a capital project, any remaining project budget will carryover and be available in Fund 851, BTC Public Improvements under the Waterfront TIF to ensure funds are available for unforeseen contingency costs that are Waterfront TIF eligible expenses.

The public art procured shall be placed within the limits of the Great Streets CityPlace Project that extends along the sidewalk surrounding the CityPlace Burlington development project, and within the identified Waterfront TIF District limits. Preliminary locations have been defined for each public art project. The Great Streets CityPlace design team, DPW, and BCA will work with each of the artists for final location of their piece within the project boundary.

Bidding and Contractor Selection:

In the summer of 2018, a Request for Qualifications (RFQ) was issued to include public artwork in the renovation of St. Paul Street from Maple Street to Main Street (Downtown TIF District), as well as the newly created sections of Cherry Street, Bank Street, St. Paul Street, and Pine Street, which would have surrounded the CityPlace Burlington development project (Waterfront TIF District). The call to artists was distributed nationally and received 56 submissions from across the country. Thirteen artists were shortlisted to submit proposals, and three of those artists were selected for streets surrounding CityPlace. However, due to a pause with the CityPlace Project, the three selected artists were never contracted to complete their projects.

As the CityPlace project resumed in the summer of 2023, changes in scope, budget limitations and inflation required that all three previously selected projects would need to be adapted to the updated scope. BCA determined that no more than two public art projects could be commissioned for the site within the total budget of \$200,000. Additionally, BCA and DPW had recognized in previous collaborations that complex public art projects such

as the Great Streets needed a more equitable approach to better align with the Art in Public Places program's goal of commissioning works from a broad demographic of artists. After consulting with the Mayor's administration, the Public Art Committee and REIB on options for moving a process forward that both honored the past selections and sought to build greater equity into the process, BCA issued two calls to artists: one that invited proposals from the originally selected three artists in 2018 and one open call (issued on August 1, 2023).

The opportunity was promoted through BCA's social media and website, as well as being listed with Seven Days and on the Public Art opportunities website of the Vermont Arts Council, Americans for the Arts, PublicArtists.org, New York Foundation for the Arts, and codaworks.com. In total, 40 applicants submitted their qualifications.

A Public Art Review Panel, consisting of Burlington residents, business owners, artists, project design consultants, and city staff, was established by BCA. This panel selected four artists to develop proposals. These four artists were joined by the three previously selected artists from the 2018 selection process, and each of the seven artists received a stipend of \$1,000 for developing concept proposals, which were submitted in October 2023. Finalists presented their proposals to the review panel, which then made its selection on November 13, 2023. The BCA Board of Advisors recommended approval to the Director of BCA, certifying that the proposals align with the Art in Public Places Guidelines in terms of function and location. Both projects are estimated for completion and installation by 2025.

Department Contact:

If you have any questions, please contact Sara Katz, BCA Assistant Director, skatz@burlingtoncityarts.org or 802-865-5356 or Laura Wheelock, P.E., Senior Public Works Engineer, LWheelock@burlingtonvt.gov or 802.338.2125.

ATTACHMENTS

- A. Project Images and summaries

MOTIONS

BCA respectfully requests that the Board of Finance and City Councils approve the following motions:

Board of Finance:

To approve and recommend that the City Council approve and authorize the Director of Burlington City Arts to execute the following Artist Agreements for public art surrounding CityPlace Burlington, for contract values not to exceed \$182,500 in the aggregate, with additional approved contingency funds in the amount of \$17,500 to fund any future necessary contract amendments or city scope related to the public art projects, for a total authorized expenditure not to exceed \$200,000, subject to review and approval by the City Attorney's Office and contingent upon City Council approval of Budget Amendment for BTC Public Improvements for Public Art Contracts and ARDA Amendment:

- A contract with Studio Projects, LLC in an amount not to exceed \$92,500 for final design, fabrication, and installation of artwork; and
- A contract with Studio KCA in an amount not to exceed \$90,000 for final design, fabrication, and installation of artwork.

City Council Motion

To approve and authorize the Director of Burlington City Arts to execute the following Artist Agreements for public art surrounding CityPlace Burlington, for contract values not to exceed \$182,500 in the aggregate, with additional approved contingency funds in the amount of \$17,500 to fund any future necessary contract amendments or city scope related to the public art projects, for a total authorized expenditure not to exceed \$200,000, subject to review and approval by the City Attorney's Office and contingent upon City Council approval of Budget Amendment for BTC Public Improvements for Public Art Contracts and ARDA Amendment:

- A contract with Studio Projects, LLC in an amount not to exceed \$92,500 for final design, fabrication, and installation of artwork; and
- A contract with Studio KCA in an amount not to exceed \$90,000 for final design, fabrication, and installation of artwork.

Thank you for your continued support.

Attachment A:
Project Images and Summaries

Studio Projects, LLC, Christopher Kojzar

Dance in Place

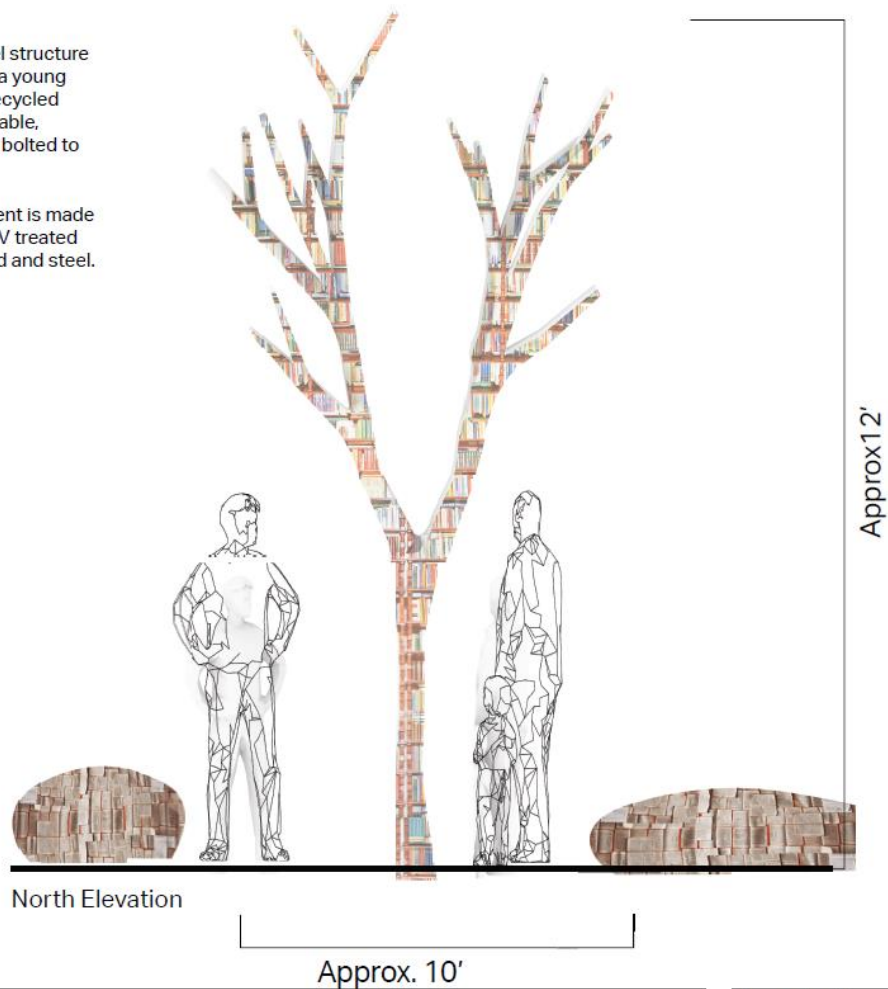


- Christopher Kojzar is an Assistant Professor at University of Vermont.
- 'Dance in Place' will cast a light on empowerment, joy, and acknowledgment of the queer and black community. The artwork symbolically preserves the legacy of queer sites of interest in Burlington and memorializes moments in time by referencing posters and ephemera in the Vermont Queer Archives
- References frequent inequities of public space by reaffirming queer/gender/racial freedom, and addresses scarcity of LGBT public art nationwide
- Laser cut $\frac{1}{2}$ " and $\frac{3}{8}$ " steel plates

Studio KCA, Jason Klimoski and Lesley Chang

Forest Stories is a steel structure following the shape of a young maple tree, clad with recycled books made into UV stable, waterproof panels and bolted to the steel structure.

Possible Seating element is made from waterproof and UV treated pages, fiberglass, wood and steel.



- Studio KCA, is a diverse, multidisciplinary art and design studio based in Brooklyn with ties to Vermont.
- Forest Stories is made from 5,160 recycled books salvaged from consolidated libraries across Vermont. Attached to a steel armature with concrete foundation, the books will be cast into fiberglass panels to create a weather-resistant, UV stable “tree made from books”.
- Using a unique QR code, residents and visitors can engage with Forest Stories by accessing recordings of different people with diverse backgrounds, reading 6 short stories about or written in Vermont, including one on the Abenaki. Scan the code from the tree trunk or bench, select a title, and listen.

Board of Finance and City Council Submission ChecklistDepartment: Arts Submitter: Sara KatzTitle/Subject: Approval of two contracts for public art projects related to the CityPlace Project

	Approval:	Meeting Date:
☒	Board of Finance	2/05/2024
☒	City Council	2/12/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	1/16/2024	Doreen Kraft
Mayor's Office informed and approved memo	Yes	1/17/2024	Jordan Redell
Board/Commission, if required	Yes	11/20/2023	BCA Advisory Board
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	1/17/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	1/17/2024	Ashley Parker, Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Subject to City Attorney Review and Approval
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Choose an item.	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Laura Wheelock, PE, Senior Public Works Engineer
Julia Ursaki, PE, Public Works Transportation Engineer

DATE: February 5, 2024 (BOF)/February 12, 2023 (CC)

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE Division Director of Technical Services/City Engineer
Ashley Parker, Capital Program Director
Brian Pine, Director of the Community & Economic Development Office

RE: Budget Amendment for 130 Bank Street Sales Tax Reallocation Funds for the
BTC Public Improvements Project

Request:

The Department of Public Works ("DPW") is requesting Board of Finance and City Council approve a budget amendment to the BTC Public Improvements Project Budget - Great Streets Bank and Cherry Street Project Budget to add \$987,059 in Sales Tax Reallocation (STR) funds from the State of Vermont in association with the Burlington Town Center redevelopment project at 130 Bank Street.

Background

The Community & Economic Development Office (CEDO) applied for the funding in June of 2023, bringing the request to apply to the City Council on June 20, 2023. The funds were applied for towards the public improvements along Bank Street and Pine Street in the vicinity of the 130 Bank Street site redevelopment under two projects: the Burlington Town Center (BTC) Public Improvement Project that the City has collaborated with City Place Partners to construct, and the City's Great Streets Bank and Cherry Street Project – both within the City's public rights-of-way.

The City approved the construction costs for the BTC Public Improvement Project in June of 2023 and construction has already started on Bank Street and Saint Paul Street. We expect the Public Improvements work on Bank Street to be complete in early 2025.

Under the STR program, the City can request reimbursement for 50% of the STR funds once the development project is 50% complete, and the remaining 50% once both the development project and public improvements project are complete.

Funding/Budget

The 130 Bank Street Sales Tax Reallocation funds are one component of this transformational project that will reconnect the downtown street grid severed by Urban Renewal and reinvest in resilient, welcoming, multi-modal streets. The table below summarizes the various funding sources and uses for this overall public infrastructure project.

Table 1. Overall Project Funding Sources & Uses

The green cells in the table below are funds associated with the Leahy Congressionally Directed Spending (CDS) federal grant including the grant's local match, the blue cells are local or state funds being used for the BTC Public Improvements, and the orange cells are funds associated with the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) federal grant funds.

Funding Source	Funding Use/Portion of Project	Amount	Relevant BOF/CC Approvals
Leahy CDS	Cherry Street (west of Church St)	\$12,000,000.00	CDS Grant Agreement (CA0811) & Local Match Approval 9/11/2023
City Capital	Local Match - Cherry Street (west of Church St)	\$600,000.00	
Waterfront TIF	Local Match - Cherry Street (West of Church St)	\$2,400,000.00	
Waterfront TIF	Public Improvements for 2A portion of the work	\$16,000,000.00	City Place Public Improvements Construction Costs Approval 6/30/2023
Sales Tax Reallocation – 79 Pine Street	Public Improvements for 2A and 2B in the vicinity of 79 Pine St	\$480,052.00	Budget Amendment for 79 Pine Street Sales Tax Reallocation Funds for the BTC Public Improvements Project Approval 9/11/2023
Sales Tax Reallocation – 130 Bank Street	Public Improvements for 2A and 2B in the vicinity of 130 Bank Street	\$987,059.00	Current request for Budget Amendment
RAISE: Reconnecting Downtown	Bank Street, Cherry Street (east of Church St),	\$20,850,000.00	Seeking approval under separate agenda item
RAISE: Workforce Development	Business & Workforce Development	\$1,534,000.00	Seeking approval under separate agenda item
	Total Project Budget	\$54,851,111.00	

A DRAFT budget amendment to add these funds to the project has been included for consideration in Attachment 1. Please note that his budget amendment is the same as attached to the RAISE Reconnecting Downtown Grant Acceptance, and we are seeking approval for different portions of the budget amendment under two separate agenda items.

A map of these project areas and corresponding funding sources is included in Attachment 2.

Attachments

1. DRAFT Budget Amendment

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2. Map of Overall Projects and Funding

Motions

Actions for Board of Finance:

To approve and recommend that the City Council authorize the Director of Public Works or designee to request reimbursement in the amount of ~~of~~ \$987,059 in 130 Bank Street Sales Tax Reallocation funds towards the BTC Public Improvements Project Budget and to accept the same, and to further authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1 in furtherance of securing this reimbursable state funding.

Actions for City Council:

To authorize the Director of Public Works or designee to request reimbursement in the amount of \$987,059 in 130 Bank Street Sales Tax Reallocation funds towards the BTC Public Improvements Project Budget and to accept the same, and to further authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1 in furtherance of securing this reimbursable state funding.

Department: DPW Requested by: Laura Wheelock/Julia Ursaki Date: DRAFT

Add the \$22,384,000 RAISE Reconnecting Downtown Grant budget to Fund 851 with \$20,850,000 for DPW street construction and \$1,534,000 for BWD Workforce Development program; add \$987,059 in State Sales Tax Reallocation funding to the Fund 851

Mayor Date (25K - 50K)

Purple outline are the limits of where the Congressional Directed Spending (LEAHY) can apply (\$15M)



Pink is the area that under our agreement with City Place they will construct this area completely with the exception of furnishings, plantings, and lighting. This is funded with TIF and State Sales Tax Reallocation for 79 Pine and 130 Bank (\$13.23M)

Blue is the area where the RAISE Grant will apply. (\$22M)

Board of Finance and City Council Submission ChecklistDepartment: Department of Public Works Submitter: Julia UrsakiTitle/Subject: Budget Amendment for 130 Bank Sales Tax Reallocation

	Approval:	Meeting Date:
☒	Board of Finance	2/5/2024
☒	City Council	2/12/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	1/26/2024	Chapin Spencer/Norm Baldwin
Mayor's Office informed and approved memo	Yes	1/31/2024	Jordan Redell
Board/Commission, if required	N/A		Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	1/29/2024	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	1/29/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	1/31/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Board of Finance



POLICE DEPARTMENT
CITY OF BURLINGTON

To: Board of Finance & City Council
From: Jon Murad, Chief of Police
Date: January 29, 2024
RE: Van purchase for Burlington CARES

The Burlington Police Department brings forth a request to purchase a van for the Burlington CARES team. This team will utilize this van to support the needs of our vulnerable population and provide them with services in and around the community.

The Burlington Fire Department initiated this discussion and provided some fantastic vehicle options for the CARES Unit, outlined below. The vehicle will be finance through G/L 101-2324, which is the master lease for vehicle purchasing. Money was set aside in BPD's budget for the purchase of this vehicle through its CARES program and the funds to cover this will come from 101.17.054.7650_370.

As required by the COB Purchasing Policy, three quotes were obtained by BFD and verified as still valid by BPD, as follows:

2023 RAM ProMaster 2500 High Roof Conversion Van – Rear-Entry Mobility
New England Motor Car Company
13 River Road
Hudson, NH 03051
Contact: Sean Campbell 603-888-1207
Price: \$84,995.00

2023 RAM ProMaster Premium Conversion Van – Rear-Entry Mobility
Rich's Automotive
1340 Clarion Street
Reading, PA 19601
Contact: 610-376-4045
Price: \$86,500.00

2023 RAM Conversion Van – TCI Mobility Rear-Entry Mobility
Paul Sherry Conversion Vans
8645 N. County Road 25A
Piqua, Ohio 45356
Contact: 866-906-8303
Price: \$99,995.00



**POLICE DEPARTMENT
CITY OF BURLINGTON**

The RAM 2500 ProMaster high roof platform was chosen for the following reasons:

- Excellent accessibility and serviceability for the client base
- Impact-tested passenger seats and anchoring system for two wheelchairs included
- 800lb capacity Braun Ability lift
- Hybrid floor to allow for multiple seating configurations
- LED lighting on the ceiling
- 2500 chassis for durability
- Simple V6 Natural Aspirated engine for ease of maintenance and durability
- 5yr/100,00-mile powertrain warranty
- 3yr/36,000-mile bumper-to-bumper manufacturer warranty

The Department could not find a dealership within the State of Vermont that had a vehicle with these specifications that included a lift already installed. In consultation with BFD, our recommendation is that the van be purchased from New England Motor Car Company. Upon receipt of order, vehicle delivery is typically two weeks.

For specification, pictures, and description:

[2023 RAM ProMaster from New England Motor Car Company](#)

FINANCIALS:

There is money to cover this cost in the FY24 BPD budget for CARES.

PROPOSED MOTIONS: The Burlington Police Department respectfully requests the Board of Finance and City Council approve the following motions:

Board of Finance

"To approve and recommend that the City Council approve and authorize the Chief of the Burlington Police Department, to enter into a purchase agreement with New England Motor Car Company, to acquire a Ram ProMaster Van for use by the Burlington CARES team, in an amount not to exceed \$84,995, with review and approval of any agreements by the City Attorney's Office."

City Council

"To approve and authorize the Chief of the Burlington Police Department, to enter into a purchase agreement with New England Motor Car Company, to acquire a Ram ProMaster Van for use by the Burlington CARES team, in an amount not to exceed \$84,995, with review and approval of any purchasing agreements by the City Attorney's Office."

Thank you for your support.

Board of Finance and City Council Submission ChecklistDepartment: Police Department Submitter: Chief Jon MuradTitle/Subject: Van Purchase for Burlington CARES

	Approval:	Meeting Date:
☒	Board of Finance	2/5/2024
☒	City Council	2/12/2024
☐	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	1/29/2024	J. Murad
Mayor's Office informed and approved memo	Yes	1/31/2024	J. Redell
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note			Yet to receive, will review upon receipt. JP
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	1/30/2024	J. Pellerin
CAO has reviewed budget, financing, and memo	Yes	1/31/2024	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	N/A		

Materials Included

	Included?	Note
Final Memo Attached?	Yes	
Contract Attached, if applicable?	No	To be reviewed by Legal, upon approval
Additional Materials, if necessary	N/A	
Draft Resolution or Motion?	Yes	JP approved motion
If for submission to Council, are sponsors identified?	Yes	BoF



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine St. Suite A
Burlington, VT 05401
802.865.7200 VOX
802.863.0466 FAX
802.863.0450 TTY

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Lee Perry
*DIVISION DIRECTOR
DPW MAINTENANCE DIVISION*

MEMORANDUM

To: Board of Finance, City Council

From: Chapin Spencer, Director
Lee Perry, Division Director Maintenance
Kerin Durfee, Director, Human Resources
Tony Berry, HR Manager, Human Resources

CC: Damion Gilbert, President, AFSCME Local 1343
Steve Groelinger, Vice President, AFSCME Local 1343
Chris Harinsky, Union Steward, AFSCME Local 1343

Date: February 5, 2024

Re: Approve Street Maintenance Worker/Working Foreperson Retention Bonuses

Executive Summary:

After some protracted and difficult discussions between the Union, Management and the Street Maintenance Team regarding requests to reclassify the Street Maintenance Worker and Working Foreperson job descriptions, all parties have reached agreement on a solution to the division's high turnover. The Department of Public Works (DPW) requests Board of Finance and City Council approval to provide one-time retention bonuses for both the Street Maintenance Worker and Street Maintenance Working Foreperson positions in the amount of \$1,500 per employee to help retain employees in these critical positions through winter and the beginning of the 2024 construction season after a period of high turnover.

Funds to support the retention bonuses will come from within the Street Department FY24 budget at a total expense of ~\$28,500.00. The retention bonus will be spread out over three (3) payments of \$750.00, \$375.00, and \$375.00 each based on the schedule below.

Background:

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Retention bonuses for the Street Maintenance Worker, and Street Maintenance Working Foreperson Positions

The Street Maintenance work group within the Maintenance Division is comprised of 16 Street Maintenance Workers and 3 Street Maintenance Working Forepersons – for a total of 19 full-time Union positions. The Street Maintenance scope of work consists of various maintenance responsibilities within the City right of way, such as paving patches, and filling potholes with asphalt, removing and installing concrete sidewalk, street and sidewalk sweeping, and other maintenance needs. In addition to the tasks mentioned, they also support other Public Works divisions through billable work, such as Water Resources, maintaining, repairing, and installing their sewer and stormwater infrastructure, restoring asphalt in the roadway and replacing concrete curb and sidewalk because of water break repairs.

AFSCME requested a reclassification review of the Street Maintenance Worker and Working Foreperson job descriptions in April of 2023, and more recently on September 6, 2023. As a result of this request, staff worked in consultation with Management and AFSCME representatives, to make several updates to the job description which was then submitted for grading to the Human Resources Department (HR). HR and Management worked with the appropriate representatives from AFSCME during the process.

It was determined through the reclassification process both times that regrading the two positions was not warranted based on the materials submitted. Because of this determination, AFSCME filed a grievance on November 22, 2023. Soon after DPW, Human Resources, AFSCME, and representatives of the Street Maintenance Team met and began discussing the results of the reclassification, and what next steps could be taken to support the team including possibly advancing another reclassification request for the Street Maintenance positions.

Through several meetings it became clear that management recognizes the talent, value and hard work of the Street Maintenance team as they are an integral part of maintaining the City's infrastructure, keeping the streets and sidewalks safe and usable for not only its residents and visitors, but also emergency services and public transportation. Management recommends retention bonuses for the Street Maintenance Worker and Street Maintenance Working Foreperson positions for several reasons including:

- There has been significant turnover in the workgroup in the past year with 8 of the 19 positions (42%) turning over
- Retention of essential Street Maintenance talent through the pivotal winter maintenance season and beginning of our 2024 construction season
- Recognition of additional tasks added to the job descriptions that have not resulted in a reclassification in either of the last two requests (April 2023, September 2023)
- Consideration of a City-commissioned compensation study (Gallagher Flynn, 2022) that indicated current Street Maintenance pay scales are approximately \$1,000 below the 75th percentile of a sampling of comparable positions in the region
- Allowance for additional time to get guidance from the City's operational efficiency study and development of the City's FY25 budget before considering any future reclassification request

Financial Considerations:

The proposed retention bonuses would be paid as follows:

- \$750.00 for all Street Maintenance Workers and Working Foreperson who are employed as of December 31, 2023
- \$375.00 for all Street Maintenance Workers and Working Foreperson who work from January 1, 2024 through March 31, 2024
- \$375.00 for all Street Maintenance Workers and Working Foreperson who work from April 1, 2024 through June 30, 2024

The total cost of the retention bonuses will be approximately \$28,500. There is sufficient funding in the FY'24 Street Maintenance budget to cover this cost due to the number of vacancies the work group experienced earlier in the year and DPW will still be able to meet its attrition target. The bonuses will all be paid within FY'24. It is clear these are one-time bonuses and there is no expectation that they will continue.

Motions:

Board of Finance:

To approve and recommend that the City Council approve the attached Memorandum of Understanding between AFSCME Local #1343 and the City of Burlington Re: Retention Bonus for Department of Public Works Street Maintenance Employees, authorizing Public Works Director Chapin Spencer to execute the agreement and to further authorize the payment of retention bonuses to employees holding the positions of Street Maintenance Worker and Street Maintenance Working Foreperson for the periods described and amounts listed therein provided that such payments shall not exceed \$1500 per employee or \$28,500 in the aggregate, subject to review as necessary by the Chief Administrative Officer or designee.

City Council:

To approve the attached Memorandum of Understanding between AFSCME Local #1343 and the City of Burlington Re: Retention Bonus for Department of Public Works Street Maintenance Employees, authorizing Public Works Director Chapin Spencer to execute the agreement and to further authorize the payment of retention bonuses to employees holding the positions of Street Maintenance Worker and Street Maintenance Working Foreperson for the periods described and amounts listed therein provided that such payments shall not exceed \$1500 per employee or \$28,500 in the aggregate, subject to review as necessary by the Chief Administrative Officer or designee.

Thank you. Do not hesitate to contact Lee Perry at lperry@burlingtonvt.gov or 802-316-7568 if you have any questions.

MEMORANDUM OF AGREEMENT
BETWEEN
AFSCME LOCAL #1343 AND THE CITY OF BURLINGTON
RE: RETENTION BONUS FOR DEPARTMENT OF PUBLIC WORKS STREET
MAINTENANCE EMPLOYEES

This is an Agreement between the American Federation of State, County, and Municipal Employees, Local #1343 (“AFSCME” or “Union”) and the City of Burlington (“City”), acting by and through the Department of Public Works (“DPW” or “Department”), collectively “Parties”, meant to memorialize the Parties’ understanding and agreement with respect to the terms and conditions of payment of retention bonuses to certain Department of Public Works employees in the Maintenance Division.

WHEREAS, the City and Department wish to recognize the dedication and perseverance of the Street Maintenance Workers and Working Forepersons; and

WHEREAS, 8 of the 19 (42%) Street Maintenance Worker positions have turned over in the last 12 months; and

WHEREAS, with staffing shortages and significant turnover of the workgroup during Fiscal Year ‘24 said workgroup has shown exceptional resolve and commitment to the operations of the Division and Department; and

WHEREAS, ongoing retention of Street Maintenance talent is essential in light of the current winter maintenance season and beginning of FY ‘25 construction season; and

WHEREAS, in appreciation and recognition of certain tasks added to the Streets Maintenance Worker and Working Foreperson positions in April 2023 and September 2023; and

WHEREAS, a 2022 City-commissioned compensation study indicated Street Maintenance pay scales were approximately \$1,000 below the 75th percentile of a sampling of comparable positions in the region; and

WHEREAS, the retention bonuses offer the City additional time to undertake an operational efficiency study and revisit potential additional job description changes to the Street Maintenance job descriptions that may be warranted;

NOW THEREFORE, in recognition of the foregoing, the Parties agree as follows:

1. The City commits to a retention bonus payment for all employees holding the positions of Street Maintenance Worker and Street Maintenance Working Foreperson according to the following payout schedule:

- a. A sum of \$750 for those who were employed in such positions on Dec 31, 2023 and who maintain employment in such positions as of the date of execution of this MOA; and
- b. An additional sum of \$375 for those who are employed in such positions as of the date of execution of this MOA and maintain employment in such positions through March 31, 2024; and
- c. An additional sum of \$375 for those who are employed in such positions as of April 1, 2024 and maintain employment in such positions through June 30, 2024.

The total amount of retention bonus payments made pursuant to this MOA shall not exceed \$1,500 per eligible employee. Final determination regarding employee eligibility for such payments shall be in the sole discretion of the City.

- 2. The retention bonus payments made pursuant to this Agreement shall be added to eligible employees' next regular paychecks as reasonably practical after the time periods outlined in §1 have elapsed. For the initial payment contemplated in §1a, such payments shall be added to eligible employees' next regular paychecks as reasonably practical after execution of this Agreement.
- 3. The retention bonus payments shall be subject to all necessary taxes and withholdings as determined by the City. Such sums are understood to be a gross amount and the Union understands and agrees that actual amounts remitted to eligible employees will be on a net basis.
- 4. The Union agrees and understand that the retention bonus payments contemplated herein for eligible employees is to the exclusion of all other bargaining unit members and only applies to the Street Maintenance Workers and Working Forepersons in the Streets Maintenance Division of DPW. The Union further understands and agrees that issuance of such payments to these specific employees in no way obligates the City to issue future retention payments to other employees within the Union. The Parties agree that the circumstances leading to the need for these payments are unique to the workgroup and not to be construed as precedent.
- 5. The City maintains and reiterates its commitment to upholding the articles and principals of the Collective Bargaining Agreement between the Parties. To that end, the City and Department agree to monitor the job duties, tasks, and responsibilities of the Street Maintenance Worker and Street Maintenance Working Foreperson positions and to act in accordance with Article 9.2 (Reclassification of Union Positions) as necessary. The City also commits to working in good faith to evaluate and respond to any request for reclassification submitted to it by the Union pursuant to such Article. Should Management receive either a new reclassification request from the Union *or* find that the job duties and tasks for either of these positions warrant a reclassification assessment prior to May 15, 2024, it shall make best efforts to bring any reclassification that is

recommended as a result of such request or review to the City Council for action prior to June 30, 2024.

The above-mentioned terms, beliefs and conditions are agreed upon by both Parties and shall not be altered or amended unless further agreed upon and reduced to writing by both parties. The Parties agree that this Memorandum of Agreement in no way alters the terms of conditions of the Collective Bargaining Agreement between the City and Union.

-signature page to follow-

Dated at Burlington, VT this ____ day of February 2024.

City of Burlington

American Federation of State, County, and
Municipal Employees, Local #1343

By: _____

Chapin Spencer, Director of Public Works

By: _____

[Duly Authorized]

Board of Finance and City Council Submission ChecklistDepartment: Public Works Submitter: Lee PerryTitle/Subject: Street Maintenance Worker/ Working Foreperson Retention Bonuses

	Approval:	Meeting Date:
☒	Board of Finance	2/5/2024
☒	City Council	2/12/2024
☐	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	1/29/2024	Approved by Chapin Spencer
Mayor's Office informed and approved memo	Yes	1/30/2024	Approved by Jordan Redell
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note			
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	1/30/2024	Approved by Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	1/31/2024	Approved by Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	MOU Re: Retention Bonuses
Draft Resolution or Motion?	Choose an item.	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	



City of Burlington, VT
149 Church Street, 3rd Floor
Burlington, VT 05401
Phone: (802) 865-7144

www.burlingtonvt.gov/plan

TO: Board of Finance, City Council
FROM: Charles Dillard, AICP, Principal Planner
Meagan Tuttle, AICP, Planning Director
DATE: January 29, 2024
RE: Request to Amend a Contract with Nelson\Nygaard Consulting Associates, Inc for Consultant Services for the Citywide Transportation Options Study

Request:

The Office of City Planning (OCP) requests Board of Finance and City Council approval to amend the maximum limiting amount for its contract with Nelson\Nygaard Consulting Associates, Inc. (Nelson\Nygaard) regarding the Citywide Transportation Options Study (CTOS). The request is to amend the maximum budget to include a 10% contingency to the previously approved project budget (\$94,855.00), bringing the maximum possible project budget to \$104,373.50. In addition to adding a standard contingency budget for consultant contracts, this amendment will also enable the Director to execute a contract amendment for an alternative project task described below.

Background

The request to amend the contract budget to include a 10 percent contingency is made to correct an oversight in the initial request to Board of Finance. It is standard practice for OCP to include a 10 percent contingency in all consulting contracts. However, OCP failed to include the contingency request in its February 2023 request to Board of Finance. The request for contingency is both to facilitate work that may be in excess of the baseline project budget, as well as a revised scope of work that includes greater amounts of consultant labor and travel.

The requested amendment of the project scope to replace a Parking and Curb Management and Demand Analysis with a Neighborhood TDM Plan and Process, is made in light of staff's and Nelson\Nygaard's determination that the former scope of work is no longer necessary and the latter is critical in understanding how TDM can be applied broadly within Burlington's communities, particularly its primarily residential neighborhoods. Nelson\Nygaard will study one neighborhood in detail and develop a neighborhood-specific TDM framework/toolkit that will serve as a generalized neighborhood TDM typology that will help translate citywide recommendations to individual corridors or neighborhoods. The revised scope will also include a stakeholder group and engagement support from the consulting team. The approved budget for Task 1A: Parking and Curb Management and Demand Analysis as included in the executed contract is \$19,955, while the proposed Neighborhood TDM Plan and Process has a proposed budget of 26,880, a difference of \$6,925.

Project Funding

If approved, the revised CTOS maximum limiting amount will cover the proposed revised budget as recommended to OCP by Nelson\Nygaard. The budget for this project was carried over from the FY23 Planning budget. This amount also includes a small contingency budget which is sufficient to cover the increase to the maximum limiting amount.

Board of Finance Motion

To approve and recommend that the City Council approve and authorize the Director of City Planning to amend the maximum limiting amount for the CTOS study to a total of \$104,373.50 and to execute a contract amendment with Nelson\Nygaard Consulting Associates, Inc. for the revised amount and

for the purposes of replacing the scope of work for Task 1A, subject to final review and approval of the City Attorney's Office.

City Council Motion

To approve and authorize the Director of City Planning to amend the maximum limiting amount for the CTOS study to a total of \$104,373.50 to execute a contract amendment with Nelson\Nygaard Consulting Associates, Inc. for the revised amount and for the purposes of replacing the scope of work for Task 1A, subject to final review and approval of the City Attorney's Office.

CITY OF BURLINGTON CONSULTANT CONTRACT

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and Nelson\Nygaard Consulting Associates, Inc. (“Consultant”), a Massachusetts corporation located at 77 Franklin Street, 10th Floor, Boston, Massachusetts, 02110, that is registered with the Secretary of State to do business in Vermont.

Consultant and the City agree to the terms and conditions of this Contract.

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. “Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. “Party”** means the City or Consultant, and “Parties” means the City and Consultant.
- D. “Project”** means the Citywide Transportation Options Study
- E. “Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. Purpose.** The City seeks to employ the Consultant to review existing Transportation Demand Management (TDM) programs and policies and provide recommendations for regulatory and non-regulatory models that may be adopted by the City.

3. EFFECTIVE DATE & TERM

- A. Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Consultant for any performance or

expense incurred before the Effective Date or after the expiration or termination of this Contract.

- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on December 31, 2023 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Consultant shall perform the services listed in Attachments A (Request for Proposals) and B (Consultant's Response to Request for Proposals) and C (Technical Proposal Revisions).

5. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Consultant for completion of the Work in accordance with Attachment B(Consultant's Response to Request for Proposals)

Consultant agrees to accept this payment as full compensation for performance of all services and expenses incurred under this Agreement.

- B. Payment Schedule.** The City shall pay the Consultant monthly based upon the hours worked. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$94,855. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.

- D. Invoice.** Consultant shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Meagan Tuttle, Director, Office of City Planning

The City reserves the right to request supplemental information prior to payment. Consultant shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

6. SECTION & ATTACHMENT HEADINGS

The article and attachment headings throughout this Contract are for the convenience of City and Consultant and are not intended nor shall they be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

- A. Contract Documents.** The Contract Documents are hereby adopted, incorporated by reference, and made part of this Contract. The intention of the Contract Documents is to establish the necessary terms, conditions, labor, materials, equipment, and other items necessary for the proper execution and completion of the Work to ensure the intended results.

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals dated October 13, 2022

Attachment B: Consultant's Response to Request for Proposals dated November 30, 2022

Attachment C: Technical Proposal Revisions dated 2/6/2023

Attachment D: Burlington Standard Contract Conditions for Consultants

Attachment E: Burlington Livable Wage Ordinance Certification

Attachment F: Burlington Outsourcing Ordinance Certification

Attachment G: Burlington Union Deterrence Ordinance Certification

Attachment H: Consultant's Certificate of Insurance

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract takes precedent. Any Invitation for Bids, Additional Contract Provisions, and the City Ordinance Certifications shall prevail over any inconsistency with the Contractor's Scope of Work and Cost Proposal.

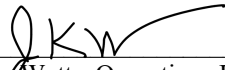
8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

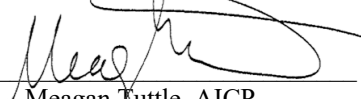
Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

Consultant
Nelson\Nygaard Consulting Associates Inc.

By: 
Jonathan Watts, Operations Director

Date: 4/10/2023

City of Burlington
Office of City Planning

By: 
Meagan Tuttle, AICP
Director

Date: 4/14/23

Attachment A:
Request for Proposals dated October 13, 2022

Request for Proposals (RFP) for Professional Services Citywide Transportation Options Study

The City of Burlington is seeking the services of a qualified professional or firm to complete a Citywide Transportation Options (Transportation Demand Management) Study.

Date of Issue: October 13, 2012

Proposal Deadline: November 30, 2022, 5:00 pm

Questions RE RFP Due: November 18, 5:00pm

Answers Posted: November 23, 2022

Questions & Submissions submitted to:

Charles Dillard, AICP
cdillard@burlingtonvt.gov
(802) 865-7194

Anticipated Budget: \$75,000.00, with potential for adjustment based on suggested scope of services

RFP & Answers Online at: <https://www.burlingtonvt.gov/RFP/citywide-transportation-options-study>

I. Background

The City of Burlington is Vermont's largest city, and an important regional economic center for northwestern Vermont and northern New York. Burlington is home to ~44,743 residents and ~10,000 commuters, as well as the University of Vermont and its affiliated academic medical center. Burlington serves as the urban core of Chittenden County VT with a population of ~168,323 and the Burlington-South Burlington Metropolitan Statistical Area with a population of ~221,160.

The Burlington City Council declared that a climate emergency exists which threatens Burlington's community and human health and safety, biodiversity, and common environment. Emissions in Vermont have risen since 1990, with the largest increases coming from the transportation sector, which also accounts for the largest share of greenhouse gas emissions in both the City and State. This climate emergency declaration calls for the reduction of vehicle miles travelled (VMT) through transportation demand management (TDM). The City additionally recognizes that TDM programs improve equity for the Burlington workforce by providing financial and other benefits for Burlington residents and workers who do not own automobiles – a population that is disproportionately low-income, Black, Indigenous, and people of color.

In 2020, the City revised minimum on-site parking standards in its zoning ordinance to implement a number of [policy best practices](#) to support housing creation and transportation options. These zoning changes created the Multimodal Mixed Use Parking district, requiring no minimum on-site parking and establishing lower maximum parking thresholds than other parking districts in the city. Additionally, the zoning changes established new TDM requirements for developments within this parking district and over a certain size; these strategies built on the city's existing requirements for [on-site bike parking](#) and for [parking management plans](#) by the major academic and medical institutions.

In 2022, the Burlington City Council is considering expanding upon these policies by eliminating minimum on-site parking requirements citywide, relying instead on its maximum parking limits, and

expanding TDM requirements to new developments of a certain size in all parking districts. Separately, the City is currently working with the Chittenden County Regional Planning Commission to complete a transportation impact fee study to update the city's existing impact fee system, including exploring the possibility of a multi-modal impact fee. The parking standard amendment to the Comprehensive Development Ordinance will be reviewed and adopted or rejected by late October, 2023.

Some of the largest institutions and employers in Burlington, such as the University of Vermont, have extensive TDM programs that include charging for parking and offering incentives to support other modes of transportation to and from those institutions. The [Chittenden Area Transportation Management Association \(CATMA\)](#) was created in 1992 to assist these agencies to share resources and jointly plan, develop and manage transportation systems and programs. CATMA has since evolved to serve as a non-profit, member-based transportation management association serving Chittenden County, VT. In 2014, the City commissioned a consultant with CATMA to study and propose a City Employee TDM Action Plan. This plan was released in October 2015 to reduce congestion, emissions, downtown parking demand, and encourage healthy choices by City staff through recommendations covering the short term (3 years or less) and long term (4 years or more), as well as ongoing capital and administrative improvements. Many strategies identified in this 2015 plan have not yet been implemented.

Through a collaboration between the City and the Burlington Business Association, further research and analysis was completed in 2017 to inform a pilot and intended implementation plan for a suite of TDM services for other downtown Burlington employers and employees. Many employers in Burlington have no TDM policies or strategies in place, and by implementing such policies and strategies, those employers could facilitate the use of more sustainable modes of transportation among those travelling to and from their physical location. This collaboration anticipated that a primary mechanism for developing and funding a downtown TDM program would have been through the creation of a Downtown Improvement District. The creation of a DID, however, was rejected by the Burlington voters in 2019.

The City is seeking the services of a qualified professional or firm to complete a Citywide Transportation Options Study. This study will review existing approaches and past successes and failures, including incomplete and yet-to-begin initiatives. The study will also review and recommend national and international best practices. The study's ultimate goal is to provide recommendations for both regulatory and non-regulatory models that may best fit Burlington's context.

II. Scope of Work, Responsibilities, and Project Timeline

The City of Burlington is seeking to hire a Consultant or Consultant Team to assist in the development of a Citywide Transportation Options Study and recommendations for approaches the City may take to successfully build on/iterate its TDM programs and efforts.

The City's Consultant will be working under the direction of the Office of City Planning (OCP), and in close coordination with the Department of Public Works (DPW), throughout the development of the project. It is anticipated that the City will manage public involvement associated with the development of and revisions to its Transportation Demand Management program with assistance from the City Consultant. The City will author any associated TDM ordinance and/or any required amendments to the *Comprehensive Development Ordinance* in order to implement recommendations of the City Consultant for final approval by the Burlington City Council.

The City Consultant will be responsible for completing the tasks as outlined below in the Scope of Work. The City Consultant is expected to collaborate with other relevant City departments in order to gather and synthesize relevant information regarding applicability and content of TDM strategies. The City Consultant will be expected to participate in public involvement associated with the development of the revised TDM program.

Scope of Work

A breakdown of tasks and responsibilities is anticipated to generally include the following. The City may negotiate additional services as needed or as identified in a Consultant's or team's proposal

- **Task 1: Analysis of Previous Plans and Studies**

The consultant, with assistance from City of Burlington staff, will conduct an analysis of previously completed, incomplete, and recently adopted TDM plans, studies, and policies to include, but not limited to, the following:

- [Transportation Demand Management Action Plan \(2015\)](#) and the steps and actions that would be needed to implement all the actions still unimplemented.
- Research & analysis completed in 2017 to inform above implementation plan of TDM services for downtown Burlington employers and employees, as well as any subsequent work done by the City and its partners (i.e., Burlington Business Association, CATMA) and the steps and actions needed to rapidly advance TDM services for these employers and employees.
- [planBTV: Walk/Bike \(2017\)](#)
- [VTrans Transportation Demand Management Guidance \(2017\)](#)
- [City of Burlington Comprehensive Development Ordinance – Article 8](#) and recent policy changes to implement standalone TDM best practices.

This analysis should include strengths and weaknesses of past approaches, and any insights gained into reasons for successes and lack of progress.

Task 1 Anticipated Deliverables:

- *TDM Plan and current approaches, Analysis, and Summary Presentation – a summary of findings to be presented to internal project team and relevant City boards/commissions.*

- **Task 2: Best Practices Analysis**

The consultant will identify and assess citywide and other best practices in TDM within other communities, nationally and abroad. The assessment will include both regulatory and non-regulatory measures applicable to employers, residential development, commercial development, and service providers. Best practices, including strategies and policies, related to the following topics should be addressed, in addition to others identified by the consultant:

- TDM program administration, including models offering flexibility and technical guidance to developers
- Qualitative and quantitative methods for measuring TDM program success
- Community engagement in the creation and implementation of TDM programs and strategies, including those that prioritize broadened participation.
- Transportation and mobility options for tenants of affordable housing
- Transportation and mobility options for both peak commuting time and non-peak employees
- Citywide and regional infrastructure (e.g. regional bicycle infrastructure coordination) and cost-reducing measures (e.g. transit fare reductions that can augment site-specific TDM).
- Public safety and health, including strategies that minimize cyclist and pedestrian fatalities, and improve health outcomes related to reductions in noise and air pollution and increases in active mobility.

Task 2 Deliverables:

- *Review of best practices, including any qualitative and quantitative measures of success. The review should identify those best practices that are most appropriate to Burlington's unique context and the extent to which they address the themes above in Task 2.*

- *A presentation of the review to internal project team and relevant City boards/commissions will follow its completion.*

- **Task 3: Regulatory & Non-Regulatory Recommendations**

Incorporating findings from Tasks 1-3, the consultant will identify strategies that the city can implement to reduce VMT in Burlington along with the steps and actions needed to implement them. In this task, the consultant should provide sufficient detail relating to the appropriateness to and applicability of each strategy in Burlington in order to guide City staff and elected official decision-making.

Additionally, the consultant will provide recommendations for potential charter changes including: (1) Options for regulatory mechanisms mandating TDM measures at existing employers, (2) Analysis of the resources and mechanisms required to enforce such a policy, and (3) The role that a public and/or private transportation management authority could play to support employers in achieving TDM goals and requirements. The consultant will produce an implementation matrix that identifies responsible parties and implementation timeframe for each recommendation.

Task 3 Deliverables:

- *Implementation matrix identifying responsible parties, associated costs, and timeframe for each implementation recommendation.*
- *Recommended TDM Strategies report, delivered in the form of a document outlining specific strategies and opportunities for the Plan.*
- *TDM Implementation Action plan*

- **Task 4: Engagement**

With assistance from City of Burlington staff, Burlington Business Association, CATMA, and others, the consultant will prepare a plan to engage the range of those impacted by current and future TDM strategies, including, but not limited to, the following:

- Developers
- Transportation Management Associations (TMA)
- Burlington employers
- Employees, including peak-hour and non-peak hour commuters
- Rental housing tenants (affordable and market rate), including those with experience as residents in buildings with implemented TDM
- People with disabilities
- Transit riders, cyclists, pedestrians and any advocacy groups related to each

Task 4 Deliverables:

- *Stakeholder Engagement Work Plan, including but not limited to a meeting/event schedule and subsequent agendas and meeting minutes.*
- *Public Comment Work Plan,*
- *Public & Stakeholder Engagement Report, which includes comments from public and stakeholders during engagement activities.*

III. Submission Requirements

Proposal Contents

Responses to this RFP must contain each of the following:

- **A cover letter expressing the firm's/professional's interest** in working with the City and identification of the principal individual(s) that will provide the requested services.

- **A Technical Proposal, up to a max. of 15 pages, consisting of:**
 - A description of the approach to be taken toward completion of the project, and any insights into the project gained as a result of developing the proposal.
 - A scope of work including any products or deliverables resulting from each task. The response should explicitly distinguish between areas where the firm will have lead responsibility and areas where the firm anticipates supporting City staff responsibilities.
 - An identified project manager and individuals that will be committed to this project and their professional qualifications. This should include the names and qualifications of any sub-consultants.
 - A summary of estimated labor hours that clearly identifies the project team members and the number of hours performed by task;
 - A description of relevant experience and identification of prior, successfully completed Transportation Demand Management or similar projects, including a brief project description and a contact. Proposals may include links to materials or samples that demonstrate the team's capabilities related to the scope of work in this RFP.
 - A proposed schedule that indicates project milestones and overall time for completion, including how soon the firm would be able to begin work if selected.
 - A minimum of three (3) professional references, including name, title, phone number, and email.
- **A Cost Proposal consisting of:**
 - A maximum not-to-exceed cost including an itemized schedule of all expenses, including both labor and direct expenses, by task. If the use of sub-consultants is proposed, a separate schedule of expenses must be provided for each sub-consultant.
 - Rates for additional professional services in the event that the City requests any additional services to supplement services requested in this RFP or to perform additional work resulting from the firm's recommendations in Tasks outlined above.

Submittal Deadline & Contact

All responses to this RFP **must be received by 5:00 pm on November 30, 2022** in order to be considered. Proposals must be submitted in digital format (PDF) via email to the contact listed on the first page of this RFP. Applicants will receive a confirmation email once the proposal has been received. Please ensure that the document is easily printable by use standard page formats of 8.5" x 11" and/or 11" x 17".

IV. Selection Process and Criteria

Selection Process and Schedule

Responses to this RFP will be reviewed and ranked by the City based on the weighted evaluation criteria below. The City may short-list the highest scoring responses. Proposers may be requested to furnish additional information during the selection process.

The City may schedule interviews with a firm or firms. Interviews will be up to one- and one-half hour sessions where firms will have an opportunity to discuss the firm's proposal and ask questions of the City. Any interviews will be ranked on the same weighted evaluation criteria above.

Upon review of proposals and any applicable interviews, the top-ranked firm will be submitted to the City's Chief Administrative Officer with all supporting documentation prior to commencement of any contract negotiations. The selected firm will be invited to engage with the City in negotiations leading to a final scope of work, budget, timeline, and related contractual obligations.

Prior to execution of a final contract, the City must receive approval for the agreed upon maximum limiting amount by the City's Board of Finance and/or City Council as applicable. No proposal will be considered accepted until all necessary City authorizations have been received and an agreement is executed by both parties.

Selection of the City Consultant is expected to be complete in December, 2022, with final contracting and project commencement anticipated by January, 2023.

Selection Criteria

In reviewing proposals and/or presentations during any interviews, the City will use the following:

Review Criteria	Weight	Max Points	Weighted Points
Overall quality of the Proposal	5	5	25
Qualifications/Expertise of Consultant/Team	4	5	20
Experience on similar projects	4	5	20
Ability to meet Project Schedule	3	5	15
Understanding of the Project	2	5	10
Proposal Cost	2	5	10
TOTAL			100

V. Exhibits

Contract documents for selected firm(s) will include this RFP, the firm's final proposal, and all standard exhibits, which should be reviewed prior to submitting a proposal. Sample contract documents can be found at: <https://www.burlingtonvt.gov/RFP/Documents>.

VI. Contracting

The Consultant, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Burlington Consultant Conditions (Exhibit B in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

VII. Agreement Requirements

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Contract Conditions and the Draft Standard Contract Agreement (see link in Item V above).

VIII. Limitations Of Liability

The City assumes no responsibility or liability for the response to this Request for Proposals.

IX. Costs Associated with Proposal

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity, including any requests for additional information or interviews. The City will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

X. Indemnification

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

XI. Rejection of Proposals

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XII. Ownership of Documents

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

XIII. Duty to Inform City of Contract Document Errors

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any contract documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Consultant shall not cause or permit any work to be conducted that may related to the error or omission without first receiving written acknowledgment from the City that City representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the consultant may proceed without any modification being made to the bid or contract documents.

XIV. Public Records

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(g) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

XV. Public Health Emergencies

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Consultants shall consider public health emergencies as they develop project schedules and advance the work. The City may require a public health emergency plan be submitted as part of the contract. This plan will contain:

- 1) Measures to manage risk and ensure that potential impacts to safety and mobility are mitigated in accordance with health and safety standards and guidelines proposed by local, state, and federal agencies (see Draft Standard Contract, Sections 15 linked in Item V above);
- 2) A schedule for possible updates to the plan in advance of the start of work (see attached Draft Contract, Section 15); and
- 3) Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

The City will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid, will retain the right to inspect all work to ensure compliance with health and safety standards, and may at any time require the consultant to stop work because of the emergency.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.

Attachment B:
Consultant's Response to Request for Proposals dated November 30, 2022



CC Renee Greenlee - City of Burlington

CITY OF BURLINGTON

Citywide Transportation Options (Transportation Demand Management) Study

November 30, 2022



November 30, 2022

City of Burlington, Office of City Planning
City Hall, 1st Floor
149 Church Street
Burlington, VT 05401
Attn: Charles Dillard, AICP
cdillard@burlingtonvt.gov

RE: Citywide Transportation Options Study

Dear Charles Dillard,

On behalf of Nelson\Nygaard Consulting Associates, Inc., I am pleased to submit this proposal to the City of Burlington for a Citywide Transportation Options Study. We are excited about the possibility of working with the City and are committed to the project's success. We have considered the needs of the City of Burlington and have assembled a team that combines national transportation planning expertise with local knowledge to complete the study.

As leaders in Parking and Transportation Demand Management (TDM), we have deep, national experience developing innovative, implementable municipal TDM codes and ordinances that we will bring to Burlington and this project. Through our American Cities Climate Challenge assistance to the Natural Resources Defense Council (NRDC), Principal Tom Brown has led the design of development-code TDM ordinances that have been adopted in St. Paul, San Jose, and Austin, and a commuter benefits ordinance framework for the City of Atlanta. Project Manager Tien-Tien Chan was a key team member developing San Francisco's groundbreaking TDM Ordinance and carried that experience to create the TDM requirements for development projects in the City of Austin.

Our equitable and inclusive TDM approach recognizes that transformation occurs from the ground up and the voices of those historically marginalized are paramount to an inclusive future where everyone—regardless of skin color, economic status, or ability—can safely travel in our communities. We live by our goal to have more equitable and inclusive TDM practices, as articulated in this post (<https://nelsonnygaard.com/five-steps-toward-equitable-inclusive-tdm/>) and hold ourselves accountable to these goals with every project.

We hope you will recognize the strengths of our proposal, staff capabilities, and firm experience as indications of our capacity to carry out this project. We submit our proposal in accordance with the terms and conditions outlined in the Request for Proposal, and our offer will remain in effect for at least ninety (90) days from the date of submittal.

If we can provide any additional information about our firm or this proposal, please do not hesitate to contact Tien-Tien Chan at tchan@nelsonnygaard.com or 857-305-8000.

Sincerely,

Jennifer Wieland
Managing Director

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TECHNICAL PROPOSAL

Firm Qualifications and Experience

Nelson\Nygaard Consulting Associates, Inc. is an internationally recognized firm committed to developing transportation systems that promote vibrant, sustainable, and accessible communities. Founded by two women in 1987, Nelson\Nygaard has grown from its roots in transit service planning to a full-service transportation planning firm with over 150 people in offices across the United States.

In keeping with the values set by our founders, Nelson\Nygaard puts people first. We recognize that transportation is not an end by itself but a platform for achieving broader community goals of mobility, equity, economic development, and healthy living. Our hands-on, national experience informs but doesn't dictate local solutions. Built on consensus and a multimodal approach, our plans are renowned as practical and implementable.

Transportation Demand Management Qualifications and Experience

Nelson\Nygaard knows how to get the most productivity out of a transportation system, moving more people in the same amount of space or within the same budget. For us, TDM goes beyond serving isolated performance indicators like reduced trips or parking demand; it is integral to how we approach city design, parking management, equitable mobility and access, and the allocation of transportation funding.

For more than 35 years, Nelson\Nygaard has actively studied, planned, and implemented TDM strategies for municipalities throughout the country. Nelson\Nygaard's senior staff have hands-on experience managing award-winning TDM programs and have planned, implemented, administered, and troubleshooted a wide variety of TDM programs including parking cash-out, car-sharing, housing subsidies, transit pass, and shuttle programs, along with more traditional tools.

Relevant Similar Experience

Nelson\Nygaard's experience conducting the services requested is demonstrated in the following comparable projects performed in the last five (5) years. These examples demonstrate Nelson\Nygaard's diversity of TDM project experience (from developer requirements to parking strategies) as well as geographic breadth (from Burlington to San Jose, CA). This depth of experience makes us uniquely qualified for this project.

University of Vermont Transportation and Parking Plan Burlington, VT

The University of Vermont (UVM) is a "Public Ivy" and top 100 research university located on a scenic campus overlooking Lake Champlain. Situated just a mile from downtown Burlington and the Downtown Transit Center, UVM has connections to shared-use paths and regional bicycle and pedestrian trails extending far into Burlington's residential and commercial neighborhoods. With on-campus parking facilities nearing capacity as new academic, athletic, and residential buildings replace surface lots, the University sought guidance on how to cost-effectively balance its transportation operations, investments, and revenue sources.

UVM hired Nelson\Nygaard to reinforce the already strong campus mobility program by outlining implementation measures to restructure parking pricing, better incentivize the University's TDM program and optimize its shuttle bus routing. Working with the University and local stakeholders, the firm assessed departmental operations and identified tangible ways to calibrate current programs and implement new technologies for enforcement, permit management, and event services. The University is also heavily

investing in creating an on-campus active transportation network that will further transform the campus into a human-scale environment. These efforts complement the University's commitment to reduce dependency on auto use and alleviate stress points and conflict areas for pedestrians and cyclists.

The final plan provides innovative mobility strategies such as embracing geofence-technology to control the speeds of shared vehicles on campus sidewalks and using new dispatching platforms to expand on-demand shuttle access. It also includes a financial blueprint for the Transportation and Parking Services Department to continue to provide the walkable, eco-friendly campus so admired by UVM affiliates and prospective students. A critical outcome of the study was highlighting the need for the department to be involved earlier and more directly with campus development/design plans, and for the cost of parking changes necessitated by those plans to be included in the funding of approved projects. Going further, the plan underscores the need to rethink how parking is priced if the vision for removing parking from the UVM campus core is to be realized without significantly increasing tuition or overwhelming capital plans with new parking replacement projects.

Project Contact: Abby Bleything, Sustainable Transportation Program Manager, 802-656-1009; abby.bleything@uvm.edu; Jim Barr, Director of Transportation (retired), Parking and Sustainable Transportation Services, 802-656-8784, Jim.Barr@uvm.edu

American Cities Climate Challenge: Transportation Demand Management Policy Development for Climate Challenge Cities Nationwide

To help cities scale up their urban solutions to address climate change, Bloomberg Philanthropies announced the American Cities Climate Challenge (ACCC). Led by the Natural Resources Defense Council (NRDC), the two-year acceleration effort supports cities toward their urban climate solutions with a focus on implementing building and transportation policies, designs, and codes by the end of 2020. As the ACCC's mobility advisor, Nelson\Nygaard provided technical support to 16 cities. The expert advice has covered a range of actions from congestion pricing and transitway design to mobility hub strategy, curb planning, and parking policies. Through the program, our rapid-pace TDM policy and program development has been used in four cities:

In Austin, Texas, Nelson\Nygaard drafted the city's first-ever developer TDM ordinance. Our assistance helped shape direction on parking code updates, development of a new TDM transit pass program, and development of the City's Parking and Curb Roadmap. To support City Council direction to the Austin Transportation Department, Nelson\Nygaard developed a comprehensive list of options, evaluated them against criteria, and drafted a Council report on how to use TDM measures to boost ridership.

To support the City of Atlanta, Nelson\Nygaard prepared recommendations for the development of a citywide TDM program including a unified zoning code program and commuter benefits ordinance. The recommendations were supported by a framework of the structural elements of effective programs and an implementation guide specific to the context of Atlanta including legislation and administrative recommendations for the City and its key partners.

In the Cities of Saint Paul and San Jose, Nelson\Nygaard drafted the City's TDM policies for local development including review of parking policies and related TDM programs. Visual "storyboard" materials were a key product that provided the cities with an approachable and relatable means for describing the benefits of complicated policies. Both cities have since fully eliminated minimum parking requirements citywide.

The New Transportation Demand Management: An Implementation Guide for City Officials was developed to support city leaders in advancing sustainable, safe, and equitable transportation in their communities. This guide summarizes lessons learned from Nelson\Nygaard's work with cities participating in ACCC, each of whom have developed and implemented TDM and parking policies that are setting a new standard for local climate leadership.

Project Contact: Zak Accuardi, Transportation Strategist, NRDC, 503-975-7778, zaccuardi@nrdc.org; Anthony Johnson, Senior City Planner, City of Saint Paul, 651-266-6620, Tony.Johnson@ci.stpaul.mn.us

Link to Report/Sample: <https://www.stpaul.gov/sites/default/files/2021-04/Saint-Paul-Parking-Study-Presentation.pdf>; <https://nelsonnygaard.com/the-new-tdm-guide/>

Lexington Townwide TDM Policy Update

Lexington, MA

The Town of Lexington, along with its neighbors Bedford and Burlington, received an Efficiency and Regionalization Grant from the Commonwealth of Massachusetts and tasked Nelson\Nygaard with refreshing its TDM Policy to realign incentives towards more impactful TDM measures and simpler administrative processes during approval and monitoring stages. The effort required a thoughtful examination of Lexington's policy, land use, and zoning context, the multimodal transportation network, and the constellation of public and private transportation services. In combination with a new TDM Policy in Bedford, common approaches would provide regional consistency in development expectations.

Nelson\Nygaard's approach to the rewriting Lexington's TDM Policy was to quickly get to the heart of the matter—what measures are most impactful in the Lexington context and how can we encourage development projects to select these strategies in their plan submissions? Nelson\Nygaard developed a menu of TDM measures with varied point totals reflecting the level of investment and influence on mode choice. Developments would have to reach a point threshold to gain approval; the point target was set by the size and the land use category of the project. Importantly, renovations and changes of uses were now subject to requirements. The rewrite aimed to establish a more transparent TDM regulatory framework to enable Lexington to grow and economically prosper without adversely affecting traffic congestion.

Project Contact: Sheila Page, Assistant Planning Director, 781-698-4563, spage@lexingtonma.gov

Somerville Parking & Curb Policy

Somerville, MA

Located outside of Boston, Somerville is one of the nation's densest municipalities. The City increasingly plays a central role in the economic strength of the Boston metropolitan area and has received national recognition as a model for municipal innovation and progressive planning. With the imminent arrival of a new rapid transit line, the Green Line Extension, the City sought to update residential and commercial parking policies to reflect the new mobility ecosystem.

Nelson\Nygaard worked with the City to conduct a full inventory and analysis of curbside regulations and demands using the Coord curb data collection platform. Nelson\Nygaard led field data collection of 200 miles of curb to assemble an inventory of signage and street features on every block in the city, thereby creating a full inventory of curb regulations. Nelson\Nygaard also collected parking occupancy counts in key locations throughout the city to understand the demand for both residential and commercial parking.

As a second phase of this work, Nelson\Nygaard led a Parking and Curb Policy Study to develop short- and long-term strategies to improve parking management, reduce parking demand generated by new development, prioritize curb space for non-parking uses, and reimagine the resident permit parking system. This Study included a robust public engagement effort to vet proposed strategies. Key recommendations emerging from this effort include improved curb enforcement protocols and technology investments, new pricing and limits on parking permits, and investments in transportation demand management and multimodal infrastructure to offset and reduce parking impacts.

Project Contact: Justin Schreiber, Transportation Planner, City of Somerville, 617-625-6600 x2508, jschreiber@somervillema.gov

Link to Report/Sample: <https://voice.somervillema.gov/13396/widgets/40230/documents/35795>

I-195 District Parking Study

I-195 Redevelopment District, Providence, RI

The I-195 Redevelopment District oversees the sale and redevelopment of 19 acres of land located in downtown Providence that was freed for development by the removal of an elevated portion of Interstate 195. This land represents a massive opportunity to reinvest in Downtown Providence, create jobs, and improve the daily lives of residents, employees, and visitors in the area. In the interest of developing a successful and vibrant public realm, the District contracted Nelson\Nygaard to conduct a parking study and recommend an approach to parking management in the area.

Nelson\Nygaard conducted a full inventory of on-street and off-street parking resources in the area and documented the utilization of these resources through a combination of aerial imagery and on-the-ground data collection. This data will allow District decision-makers to better understand the performance of existing parking resources and determine a right-sized parking supply for the future that can encourage multimodal transportation and walkability.

The Nelson\Nygaard team also identified challenges and opportunities related to curbside management including those related to curb use prioritization, multimodal transportation, safety for vulnerable road users including pedestrians and cyclists, operational issues posed by loading vehicles, and issues related to signage, wayfinding, and street operations.

Project Contact: Caroline Skuncik, Executive Director, I-195 Redevelopment District, 401-278-9100 x234, cskuncik@195district.com

Link to Report/Sample:

https://www.195district.com/_files/public/Documents/Agendas/2022/7.20.22/I195_EastSide_ParkingStudy_Final_Report_v3.pdf

Key Staff and Summary of Labor Hours

Our team is led by staff with hands-on municipal TDM implementation experience, steeped in international TDM best practices research, tempered by local knowledge and experience. Our team has worked locally with the University of Vermont to prepare their 10-Year Transportation and Parking Plan. This document guided UVM's commitments in the 2020-2025 Joint Institutional Parking Management Plan. It also sets the stage for UVM and the UVM Medical Center to reduce emissions and drive-alone rates over time. Furthermore, our team includes former and current Burlington residents who are deeply and personally invested in Burlington's climate and mobility future.

Key Staff, Title, Project Role	Task 0	Task 1	Task 2	Task 3	Task 4
Tien-Tien Chan, Principal, Project Manager	24	14	14	20	14
Jason Novsam, Senior Associate, Deputy Project Manager	24	24	24	36	30
Thomas Brown, Principal, Principal-In-Charge	4	4	4	6	2
Bethany Whitaker, Senior Principal, Advisor	0	2	0	4	2
Kelsey Tustin, Associate, Project Planner	16	42	32	60	40

References

1. **Name:** Annick Beaudet, City of Austin
Title: Mobility Officer
Phone: 512-784-3085
Email: annick.beaudet@austintexas.gov
2. **Name:** Zak Accuardi, NRDC
Title: Transportation Strategist
Phone: 503-975-7778
Email: zaccuardi@nrdc.org
3. **Name:** Jim Barr, UVM
Title: Director of Transportation (retired)
Phone: 802-656-8784
Email: Jim.Barr@uvm.edu
4. **Name:** Caroline Skuncik, I-195 Redevelopment District
Title: Executive Director
Phone: 401-278-9100 x234
Email: cskuncik@195district.com

Project Understanding

Burlington is a dynamic, fast-growing city well positioned to respond to the challenges posed by climate change. The City of Burlington declared a climate emergency in 2019, responding with a series of plans and initiatives (Net Zero Energy Roadmap(2019), Climate Action Plan(2020), and planBTV Walk/Bike) that collectively highlight the importance of reducing vehicle emissions and the need for an integrated mobility plan. These initiatives and a wealth of completed plans and established policies provide a strong core for Burlington's TDM approach, while the proposed study will create an opportunity to seek innovative implementation solutions to expand upon TDM achievements, and to solve key roadblocks that have been encountered with other efforts.

The City of Burlington has struggled over the past few years with a stalled CityPlace project. However, new opportunities are emerging as the City commences work on an updated CityPlace project and begins development of a new high school. In addition, Burlington's implementation of the Multimodal Mixed-Use District in 2020 - an update to the Comprehensive Development Ordinance that includes several key Parking and TDM best practices - provides a foundation that our team will seek to improve and expand. We understand the desire to extend the parking and TDM requirements in this district to other areas of the city by late 2023 and will ensure that the Transportation Options Study provides a clear roadmap for policy expansion and successful engagement with the community.

The desire to advance the promises and initiatives in previous TDM plans, particularly those focused on employer and City of Burlington employee TDM programming, is another key opportunity for this study. Our team will assess progress toward implementation for the City Employee TDM Action Plan (2015) and additional employer-focused analysis conducted in partnership with the Burlington Business Association and CATMA in 2017. We believe that implementation of the good ideas in these analyses is key to meeting longer-term TDM goals.

Successful change requires meaningful community outreach that reveals key stakeholder needs and concerns. Buy-in from developers, employers, and residents will be key to long-term implementation success. We live by our goal to have more equitable and inclusive TDM practices, as articulated in [this post](#) and hold ourselves accountable to ensuring effective community outreach and engagement with every project. Recognizing the City's equally strong commitment to equitable engagement, we look forward to collaborating with the City and use the Diversity & Equity Strategic Plan and Racial Equity Strategic Roadmap to frame our engagement.

Our team is committed to supporting a process led by City of Burlington staff to engage these key groups. We recognize that, while Burlington is poised to leap forward on expanding mode shift-progress and reducing emissions, most residents and businesses remain car-reliant today. We understand the need to ask tough questions and assess tradeoffs through engaged discussions with these stakeholders, and to clearly address their barriers to better mobility options, if the Transportation Options Study is to foster change and advance TDM goals to the benefit of the whole community. Our team will work with you and the rest of the Burlington community to create a plan to support your TDM goals.

Project Approach

Nelson\Nygaard's approach to the Burlington Citywide Transportation Options Study emphasizes close collaboration between our team and City of Burlington staff in the Office of City Planning and the Department of Public Works. Your staff have the history, local knowledge, and expertise to lay the foundation for a successful plan. We view our role as technical experts and champions who can grow, evolve, and expand the initiatives pioneered by City staff through innovative best practices, expertise in TDM policy and development code, and a commitment to realizing change toward a goal of a more sustainable and equitable Burlington. Rather than flipping the script on TDM in Burlington, our intention is to push toward implementation of programs and initiatives already identified and vetted by the community in previous efforts and focus on expanding what already works including the parking and TDM requirements for Burlington's Multimodal Mixed Use District.

We will approach each task in the scope of work outlined by the City as collaborators focused on implementation. Our goals and values align with yours—our approach will reflect a shared desire to deliver a high quality Citywide Transportation Options Study that meets community needs, makes Burlington more sustainable and vibrant, and enables Burlington's residents and commuters to benefit from a variety of safe and accessible transportation modes.

Scope of Work

The following scope of work responds directly to the tasks outlined in the RFP. It also includes supplemental tasks or subtasks which we believe enhance the overall vision for the project and support Burlington's key objectives. We have also prepared a series of optional tasks to provide you with flexibility and added value depending on your available budget and interest in pursuing supplemental objectives.

Task 0 Project Management

Our team's approach to project management is highly collaborative. We believe that maintaining regular and effective communication across the core project team will ensure that the Citywide Transportation Options Study meets your objectives.

0.1 Kickoff Meeting

Nelson\Nygaard will conduct an "all hands on deck meeting" to kick off the Citywide Transportation Options Study. With the City of Burlington project management team, we will use this meeting to confirm communication protocols, project approach and schedule, key stakeholders and messaging, project goals and objectives, data needs, and expectations for the final product. We will also discuss potential concerns, risks, and roadblocks, and how we can prepare for them. The kickoff meeting may be held virtually or in-person depending on the project team preferences and alignment with a planned site visit. Nelson\Nygaard assumes the City of Burlington will identify the right meeting participants, schedule the meeting, and handle in-person meeting logistics.

0.2 Biweekly Meetings and Coordination

The Nelson\Nygaard team will establish biweekly, virtual coordination meetings with City of Burlington staff to ensure deliverables remain on track for the duration of the contract.

Meetings

- Kickoff Meeting
- Biweekly coordination meetings

Task 1 Analysis of Previous Plans and Studies

A comprehensive review of how existing plans and policies frame and advance TDM in the region will ground our understanding of challenges and opportunities and provide a foundation for future recommendations. Our team will focus on assessing implementation and impact of previous plans and policies—what is or is not working and what still needs to be implemented and tested. We will help Burlington build from prior successes and make smart tweaks to TDM policies currently or soon to be implemented, all with the intention of further advancing Burlington's mobility and sustainability goals. This approach will maximize the City and its partners' ability to move quickly to address the climate emergency and capitalize on this opportunity.

Our team will summarize key findings including strengths and weaknesses of existing policy, progress toward implementation of previous plans, and key gaps in existing TDM policy in a TDM Plan and Current Approaches, Analysis, and Summary Presentation to be presented to the project team, core stakeholders, and/or any relevant City boards or commissions. These key findings will draw from interviews with staff and stakeholders as well as our implementation expertise.

The list of plans and policies to review will be comprehensive and confirmed at the kickoff meeting in close coordination with the core project team. At a minimum it will include:

- The 2015 City Employee Transportation Demand Management Action Plan
- The 2017 analysis completed by the City of Burlington and partners at CATMA and the Burlington Business Association to address TDM and mobility opportunities for downtown employers and employees
- PlanBTV: Walk/Bike (2017)
- The VTrans Transportation Demand Management Guidance (2017)
- The City of Burlington Comprehensive Development Ordinance—Article 8 and associated policy changes and guidance, with an eye on understanding how the parking and TDM requirements for the Multimodal Mixed-Use District can be refined and expanded to other areas of the region
- Any relevant and/or prominent development proposals that could or should be impacted by TDM and parking policies
- A geospatial overview of existing non-automobile transportation infrastructure and services including public transportation and active transportation/micromobility to understand how infrastructure gaps may impact TDM policy success

Deliverables

- TDM Plan and Current Approaches, Analysis, and Summary Presentation
- TDM Plan and current approaches, Analysis, and Summary Presentation – a summary of findings to be presented to internal project team and relevant City boards/commissions

Optional Task 1A Parking and Curb Management and Demand Analysis

Parking and curb management is intrinsically linked to transportation demand management. Smart parking management can create an adequate supply of spaces for critical parking and loading needs while ensuring that non-vehicular users are safe and comfortable on Burlington's streets. Ensuring that public and private parking resources are adequately managed, enforced, priced, and not oversupplied will prevent vehicular travel from being unfairly subsidized in comparison with other modes and enhance the effectiveness of any and all TDM policies which may emerge as recommendations from this study.

As an optional task, our team will assess the performance of Burlington's public and private parking resources in the downtown area with an eye toward understanding how these resources contribute to or inhibit the goals of a broader TDM program. We recommend that this task be conducted in Spring 2023.

This assessment will be conducted via the following subtasks.

1A.1 Review City of Burlington's Parking Management and Operations

Our team will review the City of Burlington's management of public parking resources including on- and off-street parking, to understand how management practices support broader TDM goals. This review will include an assessment of the following:

- Parking payment platforms and pricing
- Resident parking programs
- Parking enforcement and citation practices
- Small business employee parking programs
- Curbside regulations including loading zones
- Any other parking permit or management programs

1A.2 Downtown Parking Utilization Study

Understanding peak parking utilization in Burlington's Downtown core area will help inform decision-makers regarding the overall demand and need for parking. If parking resources are underutilized, it may indicate an opportunity to minimize further investments in new parking facilities and divert those resources to other modes or TDM programs. In contrast, if parking facilities are overutilized it may indicate a need to supplement with other modes or consider changes to parking management practices. Our team will:

- Review the existing public and private parking inventory in Downtown Burlington to the extent that data exists. We will also use current aerial imagery to identify additional parking resources to the extent possible. Comprehensive field data collection will not be undertaken. This inventory will include the capacity, management, and pricing of facilities to the extent possible, building from the data provided in this map: <https://parkburlingtonmap.app/>
- Collect peak period utilization data to understand the impact of commuters on parking utilization. Peak utilization data would be gathered using current aerial imagery and outreach to property owners and/or parking facility operators. If budget allows, in-the-field on-street parking utilization counts could be conducted but would not be mandatory to develop a utilization analysis.

Deliverables

- [Parking and Curb Management and Demand Analysis Presentation \(incorporated into the TDM Plan and Current Approaches Presentation\)](#)
- [A GIS Dataset of downtown parking inventory/utilization](#)

Task 2 Best Practices Analysis

Our team has firsthand experience with TDM implementation in other municipalities as well as an extensive research practice that will allow us to draw from a deep understanding of best practices in TDM across the nation and abroad. In Task 2 we will develop a curated selection of the best practices that we believe could be most impactful in Burlington. We will assess each best practice to understand feasibility, how each practice would interact with existing policies, and the alignment between the practice and the stated goals of the Citywide Transportation Options Study. Our goal with this task is to assess what policies can be successful in Burlington, drawing on success stories of innovative thinking in other municipalities, while paying close attention to local feasibility and implementation needs. We will compile a Review of Best Practices and will present key findings from this Review to the core project team and any relevant City Boards or commissions.

Our best practices review will respond to the opportunities and challenges identified during Task 1, with potential to include, at a minimum, strategies and policies related to the following:

- **TDM program administration** including models offering flexibility and technical guidance to developers. This could include TDM points systems such as those deployed by the City of Boston that require developers to satisfy a certain number of points of TDM investment based on their project

parameters. Project manager Tien-Tien Chan will also draw from her experience managing the TDM program for the City of Austin.

- **Qualitative and quantitative methods for measuring TDM program success** such as those laid out in the City of Cambridge's Parking and Transportation Demand Management Ordinance, which has rigorous requirements for parking and mode share data reporting by developers and property managers that support City decision-making.
- **Community engagement in the creation and implementation of TDM programs and strategies including those that prioritize broadened participation.** Our work with the Oregon Department of Transportation and the Portland Metro Regional Travel Options Program provides us with an understanding of the complexity of implementing a regional TDM program including setting regional priorities and setting up a supportive environment to ensure partners have the resources and guidance needed to implement programs successfully.
- **Transportation and mobility options for tenants of affordable housing.** This could include discounted memberships in bike and micromobility sharing programs and subsidized transit passes for affordable housing. Universal basic mobility/mobility wallets have also been piloted in many cities with promising results.
- **Transportation and mobility options for both peak commuting time and non-peak employees.** Nelson\Nygaard has worked with clients to develop TDM programs for both types of commuters. Peak period commuters can benefit from a variety of programs including public transportation subsidies and active transportation incentives and communications programs. Off-peak commuters must be addressed with a tailored approach that can include more innovative programs such as guaranteed-ride-home programs or subsidized ride-hail trips for those who can take public transportation for only one direction of their trip due to peak-oriented public transit schedules.
- **Policies which enhance citywide and regional non-auto infrastructure** including cost-reducing or funding measures. This could include implementation of parking benefit districts where parking revenues are earmarked for local investment in non-auto infrastructure or TDM incentives. Examples include the West Campus Parking Benefit District in Austin and the Short North District in Columbus.
- **Public safety and health** including strategies that minimize cyclist and pedestrian fatalities and improve health outcomes related to reductions in noise and air pollution and increases in active mobility. This could include a review of key pedestrian and cycling infrastructure performance metrics such as Bicycle Level of Traffic Stress (LTS). Developers in Boston must ensure that their projects meet a minimum standard of Bicycle LTS in order to ensure safe and comfortable passage for cyclists and incentivize mode shift.
- **Parking management policies** that maximize the efficient use of available spaces, avoid oversupply, and avoid subsidizing driving and parking. Examples include parking permit programs for residents and employees in cities like Toronto. Other examples include the elimination of parking requirements citywide in San Francisco.

Deliverables

- Review of Best Practices including qualitative and quantitative measures of success
- One (1) Presentation of the review to internal project team and relevant city boards/commissions, in person attendance may be possible if aligned with a site visit

Task 3 Regulatory and Non-Regulatory Recommendations

3.1 Recommendations Development

Based on lessons learned from Tasks 1, 2, and 4, we will define TDM strategies for four (4) interrelated tracks that will reduce VMT and help Burlington meet the other goals defined for the Citywide Transportation Options Study. These include:

TDM Requirements through New Development: What are the different ways TDM can be integrated into the development process? What are the different triggers (e.g., geography and/or square footage or number of units)? How should requirements apply to different types of development and land-uses? How can we build on the requirements already in place in Burlington's Multimodal Mixed-Use District?

We will build off experience to define a Menu of Options that communicates all possible TDM measures that may be implemented to meet development requirements including suitability by land use designation, rationale, and mode shift potential and instruction for pre-occupancy and ongoing compliance. The Menu of Options will be supported by applicability criteria to determine the scale and type of projects that should be subjected to the new requirements and levels of implementation that are appropriate for various intensities of development.

Employer-Provided TDM: What ways can the City and its partners at CATMA and the Burlington Business Bureau incentivize or require TDM plans and programs at large employers? How would we define "large?" Which measures will best address congestion from commuter trips and support the needs of local employers?

From our work around the country, we know that employer-led TDM programs can be very effective—especially with the right combination of 'carrots and sticks.' One important benefit of this approach is it gives the City leverage to implement TDM through existing development not just new development. We'll explore the potential benefit of requiring employer-led programs and create a Menu of Options that is most appropriate to the employer profiles in Burlington, building from our work with UVM to understand the specific needs of local major employers.

Municipal TDM: New developments and large employers capture only a portion of the City's daily travel. What City-led policies and programs can be implemented that support existing residents and small businesses? What are the most effective strategies for the City from a programmatic standpoint? How can we leverage existing brands and programs as well as the deployment of micromobility services? How can we plan for mobility hubs that allow for seamless transfer between modes? How can we empower and fund existing community-based organizations to lead programmatic TDM work?

City Employee TDM: It is important for City employees to also "walk the walk" if we are to have buy-in for future TDM policies and programs from businesses, developers, and residents. We will build from Burlington's 2015 City Employee TDM Action Plan and from other municipal commute program best practices to develop tailored recommendations specific to the commuting needs of City employees.

3.2 Prepare TDM Plan Deliverables

The final stage of our work will be the preparation of a set of highly graphical, digestible, and easily sharable documents to summarize key findings and recommendations from our study, emphasizing implementation and immediate next steps.

TDM Implementation Matrix

The TDM Implementation Matrix will provide an easy-to-use, accessible roadmap to implement key TDM strategies identified over the course of this study. The Implementation Matrix will prioritize strategies by their value, provide a timeline for implementation of each strategy, identify lead and supporting parties, estimate costs, and evaluate strategy alignment with key project objectives.

Recommended TDM Strategies Report

The TDM Implementation Matrix will be accompanied by a Recommended TDM Strategies Report. This report will provide detailed descriptions of each recommended strategy as well as supplemental materials supporting implementation including specific action steps to implement each strategy. Additional information could include case studies, technical information, templates for analytical processes, and more.

TDM Implementation Action Plan

The final TDM Implementation Action Plan will incorporate content from all prior materials to assemble a master document that summarizes the project process, key findings, and recommendations. This final plan will be intended for City staff, stakeholders, and public audiences. The Implementation Action Plan will include the refined TDM Strategies Report, Implementation Matrix, and an executive summary of key findings, best practices, and engagement from other project deliverables

TDM Action Plan Presentation

The team will present the TDM Plan to stakeholders using a highly-graphical presentation that summarizes the recommendations for TDM programs, policies, financing, and implementation plan. The goal of this presentation will be to share the draft and solicit final input from the community. The team will provide the draft plan subsequent to the presentation and allow two (2) weeks for any final community comments before preparation of the final plan.

Deliverables

- TDM Implementation Matrix identifying responsible parties, associated costs, and timeline for each implementation recommendation
- Recommended TDM Strategies report, delivered in the form of a document outlining specific strategies and opportunities for the Plan
- TDM Implementation Action Plan providing clear and immediate next steps to achieve implementation

Task 4 Engagement

A visible, inviting, and comprehensive stakeholder and public outreach process that grounds the Citywide Transportation Options Study in what matters most to the people and businesses of Burlington is critical to success. A successful TDM planning process will require strong partnerships, input from key stakeholders, and carefully crafted communications and education along the way. It also means reaching groups traditionally overlooked in these planning processes. This will mean a collaborative effort with the City that:

- Incorporates insights from the City's Diversity & Equity Strategic Plan and Racial Equity Strategic Roadmap into our stakeholder engagement work plan
- Provides opportunities for collaboration with the Racial Equity, Inclusion, and Belonging Office and/or Committee (e.g., through participation in the working group)
- Works closely with the Community & Economic Development Office (CEDO) and leans on their strong relationships with the community

Nelson\Nygaard brings a depth of experience translating technical work to a non-technical audience and creating more equitable planning practices—we will leverage our experience to support the City of Burlington team in devising and executing a public engagement process that meets your goals. We also are experienced in virtual engagement tools like Miro Board, Mentimeter, and SurveyMonkey and can support creative online engagement strategies. We assume the City will lead engagement with Nelson\Nygaard providing technical support.

4.1 Working Group

We recommend creation of a Working Group comprised of an extended group of staff and stakeholders from the City of Burlington and key partners that may have an implementation role in recommendations coming out of the Study. This group understands the ins and outs of the City, has a strong eye on equitable transportation, and will be critical to identify opportunities and roadblocks early in the project, grounding our analysis and recommendations in implementation reality. Nelson\Nygaard will coordinate closely with the City of Burlington to identify and confirm the members of the Working Group.

Up to three (3) Working Group meetings may also be scheduled to review specific deliverables, key concepts and findings, and recommendations. The first meeting will cover the findings from the Analysis of Previous Plans and Studies; the second will cover best practices identified as part of Task 2; the third will cover the TDM recommendations. We assume Nelson\Nygaard will lead these efforts.

4.2 Stakeholder Engagement Work Plan

Shortly after project kickoff and identification of the working group members, we will work closely with the City to co-develop an engagement plan for review and input by both our team and the working group. This will include a clear delineation of roles and responsibilities between the City and our team, particularly around stakeholder communications and messaging, and the use of virtual, in-person, or hybrid events. We envision strategic stakeholder outreach through each of the four phases described in this scope of work. Our recommended engagements will likely include:

Stakeholder Interviews

Nelson\Nygaard recommends the City host small group interviews to collect feedback from local stakeholders to learn about their experiences related to the current parking and TDM requirements, perspectives on parking and TDM more generally, and the broader mobility needs of residents and commuters. We will work with the City's project team to identify interviewees that represent Burlington and collaborate on writing guiding questions to structure the interviews. We anticipate that stakeholders will generally fall into the categories below.

1. City staff and partners beyond those that are part of the core project team including partners at CATMA
2. Developers
3. Businesses and their employees, and the Burlington Business Association
4. Large employers and their employees including peak hour and non-peak hour commuters
5. Residents and neighborhood associations including:
 - a. Rental housing tenants, particularly affordable housing
 - b. People with disabilities
6. Transit users, cyclists, and related advocacy groups

Nelson\Nygaard will plan to virtually attend up to four (4) small group interviews. In person attendance may be possible if aligned with a site visit.

Workshop

A TDM study such as this one offers a unique opportunity to increase stakeholders' influence on outcomes. Nelson\Nygaard will participate in and/or assist with preparation for one (1) workshop to understand the experiences and concerns from a range of users and present existing conditions, findings, and preliminary TDM strategies. The workshop will provide a variety of groups with the opportunity to share their views in a public forum.

The workshop could be held virtually or in person, at the City's discretion. The role of the consultant team in preparing for and facilitating these meetings would be determined as part of the Stakeholder Engagement Plan.

4.3 Public Comment Work Plan

Nelson\Nygaard will co-develop a Public Comment Work Plan with the City of Burlington and its partners to define roles for documenting, analyzing, and assessing public and stakeholder feedback.

4.3 Public and Stakeholder Engagement Report

Nelson\Nygaard will summarize feedback received throughout the engagement process in a Public and Stakeholder Engagement Report to be included as part of the final TDM Action Plan.

Deliverables

- Up to three (3) working group virtual check-ins
- Stakeholder Engagement Work Plan including but not limited to a meeting/event schedule and subsequent agendas and meeting minutes
- Public Comment Work Plan
- Public and Stakeholder Engagement Report which includes comments from public and stakeholders during engagement activities

Proposed Schedule

Our proposed schedule anticipates this work would be completed within ten months of project initiation. The proposed schedule presented here includes project milestones and overall schedule for completion of each task listed in our scope of work with anticipated work to begin January 2023.

	2023																																														
	January					February				March				April				May				June				July			August			September			October												
Task Description	1	8	15	22	29	5	12	19	26	5	12	19	26	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	1	8	15	22	29				
0 Project Management			M																																												
1 Analysis of Previous Plans and Studies													M D																																		
1A Parking and Curb Management and Demand Analysis (Optional)																																															
2 Best Practices Analysis																							M D																								
3 Regulatory and Non-Regulatory Recommendations																																															
4 Engagement			M						D				M																																		

M = Meeting
D = Deliverable

COST PROPOSAL

The total not-to-exceed cost for this project is \$74,900. Our proposed cost includes an itemized schedule of expenses and labor expenses by task and staff. Additional optional task is also provided for \$19,955 for a total not-to-exceed cost of \$94,855.

	Nelson\Nygaard Labor Costs						Total Labor Hours	Total Labor Costs	Total Travel Expenses	Total Misc. Expenses	Total Direct Expenses	Total Costs
	Tien-Tien Chan Principal 1	Jason Novsam Senior Associate	Thomas Brown Principal 1	Bethany Whitaker Senior Principal	Kelsey Tustin Associate 1	Kevin Ottem Assistant Manager						
Flat Rate	205.00	170.00	205.00	255.00	115.00	170.00						
Total Billing Rate	\$205.00	\$170.00	\$205.00	\$255.00	\$115.00	\$170.00						
Task Description												
PROJECT MANAGEMENT	24	24	4		16		68	\$11,660			\$0	\$11,660
QUALITY ASSURANCE / QUALITY CONTROL							0	\$0			\$0	\$0
1 Analysis of Previous Plans and Studies	14	24	4	2	42		86	\$13,110	\$1,550	\$0	\$1,550	\$14,660
2 Best Practices Analysis	14	24	4		32		74	\$11,450	\$0	\$0	\$0	\$11,450
3 Regulatory and Non-Regulatory Recommendations	20	36	6	4	60	16	142	\$22,090	\$0	\$0	\$0	\$22,090
4 Engagement	14	30	2	2	40		88	\$13,490	\$1,550	\$0	\$1,550	\$15,040
TOTAL HOURS	86	138	20	8	190	16	458					
TOTAL LABOR COST	\$17,630	\$23,460	\$4,100	\$2,040	\$21,850	\$2,720		\$71,800	\$3,100	\$0	\$3,100	\$74,900
SUBCONSULTANT MARKUP								\$0				\$0
TOTAL COSTS												\$74,900
OPTIONAL TASKS												
Task Description												
1A Parking and Curb Management and Demand Analysis	15	42	6		74		137	\$19,955			\$0	\$19,955
TOTAL OPTIONAL TASK HOURS	15	42	6	0	74	0	137					
TOTAL OPTIONAL TASK COST	\$3,075	\$7,140	\$1,230	\$0	\$8,510	\$0		\$19,955	\$0	\$0	\$0	\$19,955
TOTAL LABOR COST	\$20,705	\$30,600	\$5,330	\$2,040	\$30,360	\$2,720		\$91,755	\$3,100	\$0	\$3,100	\$94,855
TOTAL COSTS												\$94,855

Key Staff Hourly Rates

The following table provides key staff hourly rates for supplement services.

Key Staff	Hourly Rate	Key Staff	Hourly Rate	Key Staff	Hourly Rate
Tien-Tien Chan	\$205	Tom Brown	\$205	Kelsey Tustin	\$115
Jason Novsam	\$170	Bethany Whitaker	\$255	Kevin Ottem	\$170

APPENDIX

Complete Resumes

Tien-Tien (“Tim-Tim”) Chan, Principal | Project Manager



Tien-Tien has 14 years of public- and private-sector experience in the transportation field. She specializes in transportation demand management, parking, and all things multimodal. Her perspective is informed by working in local government, at a transit agency, and in private consulting. Prior to joining Nelson\Nygaard, she was a project manager at the MBTA Customer Technology Department, helping to apply modern principles of research, design, and technology to the T. While living in Texas, Tien-Tien served as the TDM Program Manager for the City of Austin, where she built the City’s first TDM program from the ground up. The program focused strongly on collaborative policy making (from land development code overhaul to special events ordinances) and programmatic solutions (from neighborhood-focused behavior change programs to region-wide emergency ride home). She started her transportation journey in consulting in San Francisco, where she co-authored CAPCOA’s Quantifying Greenhouse Gas Mitigation Measures (a foundational report assessing the quantitative benefits of TDM strategies). In her spare time, Tien-Tien serves as co-chair of the Transportation Research Board’s committee on TDM and bikes around Boston with her daughter.

Education

M.S., Management Science and Engineering– Energy and Environmental Policy (emphasis on Transportation), Stanford University, Stanford, CA

B.S., Applied Mathematics, University of California Los Angeles, Los Angeles, CA

Project Experience

- **The New TDM: An Implementation Guide for City Officials, NRDC (Nationwide) 2022.** Tien-Tien served as a technical advisor for this Implementation Guide intended to help local leaders understand the state of TDM practice, work with their communities and local stakeholders to identify the TDM measures that might help advance shared goals, and then implement those measures effectively.
- **Shuttle Planning & TDM Study, Real Estate Developer (confidential client) 2022–Ongoing.** Tien-Tien is serving as a technical advisor for the shuttle and TDM planning for a real estate client with campuses across the Boston region. This effort includes shuttle route planning, hiring of a shuttle service provider, and creation of a robust TDM program.
- **Lexington Hartwell-Bedford Corridor Plan TMOD District Update (Lexington, MA) 2021–Ongoing.** Tien-Tien is serving as the technical advisor to think creatively about parking and transportation demand management policies and strategies to inform updates to zoning code, developer requirements, and district plans.
- **Worcester Master Plan, City of Worcester (Worcester, MA) 2022–Ongoing.** Tien-Tien is the project manager for the transportation chapter of the master plan, last updated in 1987. This chapter will knit together past, present, and future initiatives covering the entire city, from downtown to its dozens of neighborhoods. It will provide a coordinated roadmap for the future development and evolution of the city, and will establish a framework for more detailed studies down the road.

Jason Novsam, Senior Associate | Deputy Project Manager



Jason believes that streets are for everyone. He delivers street designs and policy frameworks that align with municipal goals and ensure that all community members are served by a safe and effective transportation system. Jason's expertise in curbside management, parking, transportation demand management, commuter choice platforms, and multimodal street design enables him to devise solutions that shift commuters toward non-driving modes and mitigate roadway hazards. Jason also believes that successful streets embrace user choice. His plans address the needs of emerging mobility platforms as well as traditional bicycle, pedestrian, and transit modes to ensure that all users experience a high quality of service. Jason excels at creating streets which balance competing modal priorities while ensuring safety for all.

Education

M.C.R.P., City and Regional Planning, Georgia Institute of Technology, Atlanta, GA

B.A., History and Russian Studies, Emory University, Atlanta, GA

Project Experience

- **Somerville Curbside Inventory, City of Somerville (Somerville, MA) Ongoing.** Jason serves as field team manager and lead analyst for this curbside inventory which will document all curbside assets in the city of Somerville, including all parking, bike amenities, transit stops, parking meters, and more. This collection effort uses the Coord platform, a smart curbside data collection tool which empowers cities to track and manage their curbs in an emerging mobility environment.
- **Brown University Transportation Management Plan, Brown University (Providence, RI) Ongoing.** As deputy project manager, Jason directs analysis efforts in support of a robust set of transportation demand management strategies for Brown University. These strategies will directly serve Brown's sustainability and mobility goals, including reaching a zero-emissions campus by 2030. The plan will include targeted demand management programs that shift Brown commuters toward non-automobile modes and support user choice.
- **Miami Beach Mode Share Analysis, City of Miami Beach (Miami Beach, FL) 2019-2022.** Jason led the analysis of Miami Beach's citywide transportation mode share and technical development of a Mode Share Dashboard that will enable Miami Beach to track mode share changes over time. The ability to track citywide mode share will empower Miami Beach to assess the gains realized from multimodal transportation projects and continue to shift their city toward a non-automobile future.
- **Bentley University TDM Plan, Bentley University (Waltham, MA) 2018-2019.** Jason led parking data collection and analysis efforts for this campus study. He will support the project team in the development of parking and TDM strategies to better serve the needs of the University's diverse affiliate groups.
- **Transportation and Parking Plan, University of Vermont (Burlington, VT) 2018-2019.** Serving as project planner, Jason drafted the existing parking and TDM conditions report to identify issues and opportunities for the Transportation, Parking, and Sustainable Transportation Department. Using stakeholder interview input, Jason helps to draft strategies to more efficiently operate a shrinking parking supply through improved enforcement and data management and to better align shuttle campus services.

Tom Brown, Principal | Principal-in-Charge



Nelson\Nygaard's practice lead for Parking & Travel Demand Management, Tom has been integral to this practice since 2004. He has helped dozens of governments, transit agencies, campus planners, economic-development organizations, and private developers craft parking policies, programs, and practices that achieve defined goals. This success is tied to a consistent incorporation of Nelson\Nygaard's urban mobility expertise to right-size the role of parking in our clients' plans and investments. From creating new public transit routes rather than more commuter parking structures, to quantifying the tradeoffs between retaining parking and facilitating TOD, to simply making walking safer to support Park Once objectives, Tom listens, learns, and develops solutions that fit each challenge.

Education

M.S., Urban Planning, Hunter College, New York, NY

B.A., History, Ohio State University

Project Experience

- **University of Vermont: 10-year Transportation Master Plan (Burlington, VT) 2018–Ongoing.** Project Manager for a comprehensive transportation and parking master plan. Key challenges for the plan include supporting a campus vision of minimized campus-core parking by further shifting campus travel toward non-drive-alone modes; finding campus-periphery and off-campus supply replacement opportunities; and ensuring financial sustainability of the transportation and parking program. The study has been structured around three focused task forces, staffed with specialist planners to address Parking Management, Transportation and TDM, and Department Operations. Emerging solutions focus on addressing points of disconnect between decisions made to further master plan development and implications for parking/transportation performance and sustainability.
- **Equitable Economic Development & Mobility Strategic Plan, Grand Rapids, MI, 2019–2020.** Led the TDM and downtown parking analysis components of this economic-development study focused on equitable growth for the City of Grand Rapids. Analysis of a series of peak-hour utilization surveys led to the development of curbside management strategies to address identified supply/demand imbalances. Economic development analysis led to the development of a parking-investment to model the cost/benefit of specific supply-expansion options for the City's parking program, wait list analysis led to the development of a new oversell-rate policy and calculus.
- **American Cities Climate Challenge Assistance TDM Implementation, Bloomberg Philanthropies and Natural Resources Defense Council (5 cities nationwide) 2019–2021.** Project Manager for studies to advance implementation of development-code TDM Plan ordinances in St. Paul, MN; San Jose, CA; Austin, TX; and Atlanta, GA. Project Manager for assistance study to draft a commuter benefit ordinance in Atlanta, GA and update the TDM component of the City of Chicago's Sustainable Development Policy and implement the TDM component of its Equitable Transit Oriented Development policy plan. In all efforts, studies focused on exploring implementation models, working with city staff and stakeholders to arrive at consensus on final ordinance/program components and addressing key authorization, administration, and compliance-assurance details considerations.
- **Off-Street Parking Requirements Update Study (City of Aspen, CO) 2016–2017.** Managed a study to update the City's off-Street parking requirements with a particular focus on reducing single-occupancy travel in downtown. The recommended code update integrates parking standards, mobility investments, and TDM commitments, as well as an In Lieu Fee alternative, into a Mobility Requirement that allows developers to right-right their options for their projects.

Bethany Whitaker, Principal | Advisor



Bethany has 25 years of transportation planning experience as both a consultant and employee of a public transit system. A resident of Vermont, Bethany's experience is focused on transit service development, design, feasibility analysis, and financial analysis. She has worked with a wide variety of communities ranging from large urban system redesign studies to rural and small urban systems.

Bethany has led numerous highly complex projects for states, regions, and transit agencies around the country. She is effective at working with transit agency leadership to think strategically about how to position agency development, and she is effective at working with staff to articulate these concepts with stakeholders and translating them into actionable plans.

Education

Master of Public Policy, Evans School of Public Affairs, University of Washington, Seattle, WA
B.A., History and Chinese Studies, Tufts University, Medford, MA

Project Experience

- **University of Vermont, Transportation Master Plan (Burlington, VT) 2018–2019.** As the Transit Planning Lead for this campus plan, Bethany worked with University of Vermont staff to identify opportunities to increase the efficiency of existing campus shuttle systems and improve collaboration with other local and regional public and private transportation service providers. Service improvement ideas included consolidation of shuttle services, integration of technology and improvements to the bus stop infrastructure.
- **Southeast Pennsylvania Public Transportation Authority (SEPTA) Comprehensive Bus Network Redesign, SEPTA (Philadelphia, PA) 2021–Ongoing.** Bethany is serving as the project manager for a comprehensive redesign of bus service in the greater Philadelphia region. Bethany is leading a team of consultants and collaborating closely with SEPTA staff to identify and implement major changes to SEPTA's bus network. The project has involved extensive technical analysis and transit service planning as well as stakeholder and community engagement; the team will begin working on draft recommendations in Fall 2020, leading to implementation in 2023. As part of this effort, Bethany is working with SEPTA staff to update their service standards and performance guidelines to align agency policy, align operating standards and craft a shared set of service investment and performance expectations.
- **Accelerating Bus Electrification from Pilot to Scale, NYSDOT (New York) October 2020–2022.** Strategic Advisor. Planner assisting Nelson\Nygaard's partnership with the Rocky Mountain Institute to develop an evaluation framework and feasibility analysis to help guide NYS transit agencies on how to plan, pilot and deploy Battery Electric Buses. Role includes investigating New York State's policy direction, funding programs and commitments for transit electrification.
- **Vermont Transit Efficiency Study, Vermont Agency of Transportation (Montpelier, VT) 2014.** Project Manager for a study initiated that examined opportunities for increased collaboration and potential consolidation among rural transit agencies with the goal of identifying cost savings. Process involved working closely with partners to explore individual agency strengths and weaknesses and examine the cost effectiveness of strategies, such as sharing parts of the operations. Recommendations ultimately led to increased collaboration on service delivery, marking and branding, and sharing services such as training and heavy duty maintenance, but retain separate structures.

Kelsey Tustin, Associate | Project Planner



Kelsey believes that we can create vibrant and inclusive communities through responsible transportation planning strategies. With more than five years of professional experience in the public, private, and non-profit sectors, she brings a unique perspective to the role. Her skillset includes public outreach and engagement, GIS, research, writing, and visual communications. Prior to joining Nelson\Nygaard, Kelsey interned with the City of Cambridge's Environment and Transportation Planning Division, supporting a variety of projects related to transit. In addition to her work in transportation, she has experience in the fields of both waste and recycling, as well as parks and open spaces. She worked as the North American Channel Manager for Bigbelly Solar, helping municipalities and universities leverage sustainability efforts using smart waste and recycling systems. She was also the Program Manager for the Emerald Necklace Conservancy, working to connect community members to Boston's most prized green spaces. Kelsey is a former resident of Burlington and tries to bring the city's values toward sustainability and equity everywhere she lives.

Education

M.A., Urban and Environmental Policy and Planning, Tufts University, Medford, MA
B.S., Environmental Studies, University of Vermont, Burlington, VT

Project Experience

- **South Boston Transportation Action Plan, Boston Planning and Development Agency (Boston, MA) 2022-Ongoing.** Kelsey is serving as an associate planner on this transportation action plan to analyze and evaluate existing transportation challenges and safety concerns in the community. This project will provide strategies for improvements to eliminate serious and fatal traffic crashes in South Boston and recommendations for key transportation connections to and within the neighborhood.
- **Pennsylvania State University Bicycle Master Plan, Pennsylvania State University (University Park, PA) 2022-Ongoing.** Kelsey is serving as an associate planner on this comprehensive bicycle master plan to analyze the current state of transportation on campus and assist project managers with ongoing tasks, research, and writing. This project will integrate creative strategies and active transportation solutions to enhance biking and walking on and around the University Park campus.
- **Brown University Institutional Master Plan Transportation Element, Brown University (Providence, RI) 2022-Ongoing.** Kelsey is serving as an associate planner on the transportation component of Brown's update of its institutional master plan. This project will involve a comprehensive bike inventory, analysis of parking, and traffic data collection and analysis.
- **Providence I-195 Parking Study, I-195 Redevelopment District (Providence, RI) 2020-Ongoing.** Kelsey is serving as an associate planner on this on this districtwide parking study. This study will review the existing parking supply and demand, assess the potential for future development, and recommend a right-sized parking supply for the district. This project will also propose parking management, transportation demand management (TDM), and curbside management strategies for the district.



Attachment C:
Technical Proposal Revisions

Optional Task 1A Parking and Curb Management and Demand Analysis

Parking and curb management is intrinsically linked to transportation demand management. Smart parking management can create an adequate supply of spaces for critical parking and loading needs while ensuring that non-vehicular users are safe and comfortable on Burlington's streets. Ensuring that public and private parking resources are adequately managed, enforced, priced, and not oversupplied will prevent vehicular travel from being unfairly subsidized in comparison with other modes and enhance the effectiveness of any and all TDM policies which may emerge as recommendations from this study.

As an optional task, our team will assess the performance of Burlington's public and private parking resources in the downtown area with an eye toward understanding how these resources contribute to or inhibit the goals of a broader TDM program. We recommend that this task be conducted in Spring 2023.

This assessment will be conducted via the following subtasks.

1A.1 Review City of Burlington's Parking Management and Operations

Our team will review the City of Burlington's management of public parking resources including on- and off-street parking, to understand how management practices support broader TDM goals. This review will include an assessment of the following:

- Parking payment platforms and pricing
- Resident parking programs
- Parking enforcement and citation practices
- Small business employee parking programs
- Curbside regulations including loading zones
- Any other parking permit or management programs
 - Including potential expansion of public management of private lots

1A.2 Downtown Parking Utilization Study

Understanding peak parking utilization in Burlington's Downtown core area will help inform decision-makers regarding the overall demand and need for parking. If parking resources are underutilized, it may indicate an opportunity to minimize further investments in new parking facilities and divert those resources to other modes or TDM programs. In contrast, if parking facilities are overutilized it may indicate a need to supplement with other modes or consider changes to parking management practices. Our team will:

- Review the existing public and private parking inventory in Downtown Burlington and identified gateway streets and Hill Institution-adjacent streets (UVM and Champlain College) to the extent that data exists. The study of Downtown would augment completed work in support of the Main Streets project, which examines a core of the larger Downtown. Gateway streets could include Union Street, Pearl Street, Main Street (east of Union), Pine Street (between Kilburne and Main). We expect to finalize and refine this study area during our project kickoff process in close coordination with the City of Burlington. We will also use current aerial imagery to identify additional parking resources to the extent possible. Comprehensive field data collection will not be undertaken. This inventory will include the capacity, management, and pricing of facilities to the extent possible, building from the data provided in this map:

<https://parkburlingtonmap.app/>

- [The proposed study area will include streets as indicated in the map provided at this link:](#)

<https://www.google.com/maps/d/u/0/edit?mid=1nQUp1JVPkqfNvhoXgpJRdevF7RQd6Bk&usp=sharing>

- Collect peak period utilization data to understand the impact of commuters on parking utilization. Peak utilization data would be gathered using current aerial imagery and outreach to property owners and/or parking facility operators. If budget allows, in-the-field on-street parking utilization counts could be conducted but would not be mandatory to develop a utilization analysis. If feasible, direct coordination with the Main Streets project team could allow for additional and efficient data collection.

Deliverables

- Parking and Curb Management and Demand Analysis Presentation (incorporated into the TDM Plan and Current Approaches Presentation)
- A GIS Dataset of downtown/gateway street parking inventory/utilization

Attachment D:
Burlington Standard Contract Conditions For Consultants

ATTACHMENT C:
**BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSULTANTS**

1. DEFINITIONS:

- A. The “Contract” shall mean the Contract between Consultant and the City to which these conditions apply and includes this Attachment C.
- B. The “Consultant” shall mean Nelson\Nygaard Consulting Associates, Inc.
- C. The “City” shall mean the City of Burlington, Vermont or any of its departments.
- D. The “Effective Date” shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
- E. The “Parties” shall mean the parties to this Contract.
- F. The “Work” shall mean the services being provided by the Consultant, as provided in the Contract.

2. REGISTRATION: The Consultant agrees to be registered with the Vermont Secretary of State’s office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.

3. INSURANCE: Prior to beginning any work, the Consultant shall obtain the following insurance coverage from an insurance company authorized or licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City, such acceptance shall not be unreasonably withheld. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are reasonably acceptable to the City, must be received prior to the Effective Date of the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or nonrenewed without thirty (30) days prior notice to the City, except ten (10) days prior notice for non-payment of premium. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Each policy (with the exception of professional liability and worker’s compensation/employer’s liability and valuable papers/property) shall name the City as an additional insured for the possible claims resulting from the Consultant’s actions or omissions. The general liability, auto liability and umbrella/excess liability insurance furnished by the Consultant is primary and non-contributory for all the additional insured.

The Consultant is responsible to verify and confirm in writing to the City that: (i) all sub-consultants must comply with the same insurance requirements as the Consultant; (ii) coverage shall include adequate protection for activities involving hazardous materials; and (iii) work activities related to the Contract shall meet minimum coverage and limits.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Consultant for the Consultant’s operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

- A. General Liability including Property Damage: With respect to operations performed by the Consultant, sub-consultants, agents or workers, it is the Consultant's responsibility to ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage as per the ISO CG 00 01 or equivalent including, but not limited to:

1. Premises Operations
2. Independent Contractors'
3. Products and Completed Operations
4. Personal Injury Liability
5. Medical Expenses

Coverage limits shall not be less than:

- | | |
|----------------------------------|-------------|
| 1. General Aggregate | \$2,000,000 |
| 2. Products-Completed/Operations | \$2,000,000 |
| 3. Personal & Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Damage to Rented Premises | \$ 250,000 |
| 6. Med. Expense (Any one person) | \$ 5,000 |

- B. Workers' Compensation: With respect to operations performed, the Consultant shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all sub-consultants carry the same workers' compensation insurance for all work performed by them under this Contract. Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: \$500,000 each accident
2. Bodily Injury by Disease: \$500,000 policy limit,
\$500,000 each employee

C. Professional Liability Insurance:

1. General: The Consultant shall carry appropriate professional liability insurance covering damages to the extent caused by the negligent acts, errors, and omissions made during their performance of professional services with the following minimum limits:

(a) \$3,000,000 - Annual Aggregate

(b) \$2,000,000 - Per claim

2. Deductibles: The Consultant is responsible for any and all deductibles.
3. Coverage: Prior to performing any work, the Consultant shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Consultant shall maintain continuous professional liability coverage for the

period of the Contract and for a period of five years following substantial completion of construction.

D. Automobile Liability: The Consultant shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Contract by Consultant. Each policy shall provide coverage with a limit not less than: \$1,000,000 Combined Single Limit for each accident.

E. Valuable Papers And Records Insurance: The Consultant shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, developed by the Consultant, sub-consultant, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the consultant to, and accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an “individual occurrence” basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the Consultant’s possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

F. Umbrella Liability:

1. \$1,000,000 Each Occurrence Limit
2. \$1,000,000 General Aggregate Limit

4. **CONFLICT OF INTEREST:** The Consultant shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Consultant, its employees or agents, or its subconsultants, if any.
5. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Consultant’s use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
6. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Consultant shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

Except with the approval of the City, during the life of the Contract, the Consultant shall not employ:

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of

the Contract.

2. Any person so involved within one (1) year of termination of employment with the City.

The Consultant warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Consultant to be paid, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

The City reserves the right to require removal of any person employed by a Consultant, from work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Consultant's duties, or for neglecting or refusing to comply with the requirements of the Contract.

7. **PERFORMANCE:** Consultant shall perform the Work to conform in all material respects to the requirements of this Contract. Consultant shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in performing Consultant's services.
8. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.
9. **RESPONSIBILITY FOR SUPERVISION:** The Consultant shall assume primary responsibility for general supervision of Consultant employees and their sub-consultants for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Consultant shall be responsible to the City for the performance of its subconsultants and any other person performing work under this Contract.
10. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the City, in writing, of any such contacts and the results thereof.

11. INSPECTION OF WORK: The City shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Consultant pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.

12. REVIEWS AND ACCEPTANCES: All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Consultant, shall be subject to review and endorsement by the City.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Contract. Informal reviews, conducted by the City will be performed as deemed necessary. The Consultant shall respond to all official comments regardless of their source. The Consultant shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Consultant of their professional obligation to correct any defects or errors in their work at their own expense.

13. PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.

14. ACKNOWLEDGEMENTS: Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this Contract.

15. APPEARANCES:

A. Hearings and Conferences: The Consultant shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall

include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Contract.

The Consultant shall perform any liaison that the City deems necessary for the furtherance of the work and participate in conferences with the City, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Contract.

The Consultant further agrees to participate in meetings with the City and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Contract.

The Consultant shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract.

- B. Appearance as Witness:** If and when required by the City, the Consultant, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Consultant shall be equitably paid, to the extent permitted by law, for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract.

16. PAYMENT PROCEDURES: The City shall pay, or cause to be paid, to the Consultant or the Consultant's legal representative payments in accordance with the Contract. All payments will be made in reliance upon the accuracy of all representations made by the Consultant, whether in invoices, progress reports, emails, or other proof of work. When applicable, for the type of payment specified in the Contract, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Contract number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under the Contract, shall be conclusive evidence of the performance of the Contract, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The City agrees to pay the Consultant and the Consultant agrees to accept, as full compensation, for performance of all services rendered and expenses incurred, the fee specified in the Contract.

Upon completion of all services covered under the Contract and payment of the agreed upon fee, the Contract with its mutual obligations shall end.

17. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS: If Consultant knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Consultant shall immediately give the City written notice thereof. Consultant shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have approved of modifications to the Contract Documents or that Consultant may proceed without any modification being made to Contract Documents.

18. NON-APPROPRIATION: The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Consultant as soon as practicable of any non-appropriation, and Contract Consultant shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

19. CHANGES AND AMENDMENTS: No changes or amendments to the Work of the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Consultant.

20. EXTENSION OF TIME: The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

21. PUBLIC HEALTH EMERGENCY:

- A. Compliance with Mandates and Guidance:** The Consultant is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Consultant must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Consultant shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.

B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Consultant shall create a public health emergency plan acceptable to the City. The Consultant shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

- a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Consultant's workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and
 - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
- b. Review and Acceptance of Plan:
 - i. Consultant must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
 - ii. The City shall have sole discretion to require changes to the plan.
 - iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

C. Enforcement & Stoppage of Work: Consultant fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Contract if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Consultant has adequately corrected its failure to comply with the above.

If Consultant's breach of Contract has not been cured within seven (7) days after notice to stop Work from the City, then City may terminate this Contract, at its discretion.

D. City Liability Relating to Potential Delays: If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to a public health emergency will be excusable, but will not be compensable.

22. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay

is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control (“Force Majeure”). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

- 23. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The City may, in writing, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Consultant or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Consultant, shall be incorporated in an amendment and be determined by mutual agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Contract, based on the adjusted quantity of work.

No changes for which additional fee payment is claimed shall be made unless pursuant to a written order from the City, and no claim for payment shall be valid unless so ordered.

The Consultant agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Consultant employees. The City reserves the right to audit the records of the Consultant related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed by the Consultant until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

- 24. FAILURE TO COMPLY WITH TIME SCHEDULE:** Intentionally deleted.

- 25. RETURN OF MATERIALS:** Consultant agrees that at the expiration or termination of this Contract, and upon written request by the City, it shall return to City all materials provided to it during its engagement on behalf of City, except that Consultant may retain a copy of such information for its project file.

- 26. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Consultant’s acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Consultant

or their sureties from any obligations under the Contract Documents or any performance or payment bond.

- 27. OWNERSHIP OF THE WORK:** The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City upon receipt of the final payment due and owing in accordance with this Agreement. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 28. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 29. PUBLIC RECORDS:** The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 30. RECORDS RETENTION AND ACCESS:** The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Consultant in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Consultant further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created,

or maintained, such that their original use and purpose can be achieved. The reasonable expenses for copying, transferring to external hard drive, and other similar costs to produce files to comply with this Section 30 shall be compensated by the City on Consultant's reasonable request. Consultant, sub-consultants, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

31. CONTRACT DISPUTES: In the event of a dispute between the parties to this Contract each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.

32. SETTLEMENTS OF MISUNDERSTANDINGS: Intentionally deleted.

33. LIMITATION OF LIABILITY: Intentionally deleted.

34. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES: Neither party will be liable to the other for indirect, incidental, special, or consequential damages arising out of the nonperformance of this Agreement, including but not limited to loss of profits, even if the nonperforming party has been informed of the possibility of such indirect, incidental, special or consequential damages. This section shall survive the termination or expiration of this Agreement.

35. CITY'S OPTION TO TERMINATE: The Contract may be terminated in accordance with the following provisions, which are not exclusive:

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Consultant, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Consultant will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Consultant prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Consultant shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

- i. Breach: Consultant shall be in default if Consultant fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Consultant's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees; failure to perform the Work satisfactorily as determined by the City; or failure to perform in accordance with the standard of professional care. Consultant will not be in default for any excusable delays as provided in Sections 19-21.

The City may give Consultant written notice of such default. If Consultant does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract for cause.

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Consultant engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

36. GENERAL COMPLIANCE WITH LAWS: The Consultant and any subconsultant approved under this Contract shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

37. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Consultant will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Consultant, and any subconsultants, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

38. CHILD SUPPORT PAYMENTS: By signing the Contract, the Consultant certifies, as of the date of signing the Contract, that the Consultant (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

39. TAX REQUIREMENTS: By signing the Contract, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Consultant is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

40. INDEMNIFICATION:

- A. Indemnification by Consultant: Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, consultant undertakes and agrees to defend (on claims where the City is an additional insured under the applicable insurance policy), indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Consultant or its subconsultants of any tier.
- B. Notice of Claims & City's Right to Participate: If the City, its officers, agents, or employees are notified of any claims asserted against it to which the Consultant's insurance provides a defense of the City as an additional insured, the City shall immediately thereafter notify the Consultant in writing that a claim to which the indemnification provision may apply

has been filed. Consultant shall timely retain counsel and otherwise provide a defense against the claim or suit. The City retains the right to participate, at its own expense, in the defense of any such claim.

C. City's Rights and Remedies: Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.

D. No Indemnification by City: Under no conditions shall the City be obligated to indemnify the Consultant or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Consultant or any third party.

41. NO GIFTS OR GRATUITIES: The Consultant shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.

42. ASSIGNMENT: Consultant shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subconsultant is approved, Consultant shall be responsible and liable for all acts or omissions of that subconsultant for any Work performed. If any subconsultant is approved, Consultant shall be responsible to ensure that the subconsultant is paid as agreed and that no lien is placed on any City property.

43. TRANSFERS, SUBLETTING, ETC: The Consultant shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-consultant participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Consultant of responsibility for the performance of that portion of the work so transferred. The form of the sub-consultant's contract shall be as developed by the Consultant and approved by the City. The Consultant shall ensure that insurance coverage exists for any operations to be performed by any sub-consultant as specified in the insurance requirements section of this Contract.

The services of the Consultant, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.

44. CONTINUING OBLIGATIONS: The Consultant agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Consultant nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Consultant is unable to satisfactorily execute the Contract.

45. INTERPRETATION & IMPLEMENTATION: Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

46. ARM'S LENGTH: This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Consultant.

47. RELATIONSHIP: The Consultant is an independent consultant and shall act in an independent capacity and not as officers or employees of the City. To that end, the Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Consultant shall provide its own tools, materials, or equipment. The Parties agree that neither the Consultant nor its principal(s) or employees are entitled to any employee benefits from the City. Consultant understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Consultant agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Consultant understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

48. CHOICE OF LAW: Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

49. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.

50. BINDING EFFECT AND CONTINUITY: This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

51. SEVERABILITY: The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

52. ENTIRE CONTRACT & AGREEMENT: This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract.

Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

- 53. APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest versions applicable to the Contract.
- 54. NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.
- 55. WAIVER:** A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- 56. CITY INFORMATION:** Following its good faith evaluation of the information provided, the Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the City and the City's consultants. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information.

Attachment E:
Burlington Livable Wage Ordinance Certification

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

Nelson\Nygaard Consulting

I, Jonathan Watts, on behalf of Associates, Inc. ("the Contractor") in connection with a contract for Citywide Transportation Options Study services that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

(1) as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington's Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington's chief administrative officer) and provided appropriate time off for the term of the contract;

(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(3) we will provide verification of an employee's compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington's City Attorney's office pursuant to this ordinance; and

(5) we will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this ordinance.

Date 04/13/2023

By:

Jonathan Watts
Jonathan Watts

OATH/AFFIRMATION

Commonwealth of Virginia County of Henrico

Subscribed and sworn to before me: Antonio Le'shone Bradshaw by Jonathan Watts who did take an oath.

Date 04/13/2023

~~Jonathan Watts~~

Antonio Le'shone Bradshaw

Electronic Notary Public



Notarized online using audio-video communication

Attachment F:
Burlington Outsourcing Ordinance Certification

Certification of Compliance with the City of Burlington's Outsourcing Ordinance

I, Jonathan Watts, on behalf of
Nelson\Nygaard Consulting Associates, Inc. (Contractor) and in connection with the
Citywide Transportation Options Study

[project], hereby certify under oath that (1) Contractor shall comply with the City of
Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering
into this contract or grant, Contractor confirms that the services provided under the above-
referenced contract will be performed in the United States or Canada.

Dated at East Aurora, NY, Vermont this 13th day of April, 2023.

By: Jonathan Watts
Duly Authorized Agent
OATH/AFFIRMATION
Commonwealth of Virginia County of Henrico

Subscribed and sworn to before me: Antonio Le'shone Bradshaw
by Jonathan Watts who did take an oath. Notary

~~Jon Watts~~

Antonio Le'shone Bradshaw

Electronic Notary Public



Notarized online using audio-video communication

Attachment G:
Burlington Union Deterrence Ordinance Certification

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, Jonathan Watts, on behalf of Nelson\Nygaard Consulting Associates, Inc.

(Contractor) and in connection with Citywide Transportation Options Study
(City contract/project/grant), hereby certify under oath that (Contractor) has not advised the
conduct of any illegal activity, and it does not currently, nor will it over the life of the contract
advertise or provide union deterrence services in violation of the City's union deterrence
ordinance.

Dated at East Aurora, NY, Vermont this 13th day of April, 2023
~~Jonathan Watts~~

By: 
Duly Authorized Agent

Attachment H:
Consultant's Certificate of Insurance

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN NELSON\NYGAARD
CONSULTING ASSOCIATES, INC AND THE CITY OF BURLINGTON REGARDING
THE CONSULTANT CONTRACT FOR THE CITYWIDE TRANSPORTATION
OPTIONS STUDY**

A first amendment to the Agreement between Nelson\Nygaard Consultant Associates, Inc. and The City of Burlington regarding the consultant contract for the Citywide Transportation Options Study. The first amendment is made and entered into as of the  day of [MONTH], [YEAR], by and between the City of Burlington, a Vermont municipal corporation (“City”), and Nelson\Nygaard Consulting Associates, Inc. (collectively, “the parties”).

Background

- A. The parties entered into that certain agreement, dated as of April 14, 2023 (the “Agreement”) in order to conduct a comprehensive Citywide Transportation Options Study.
- B. The parties agreed to undertake an approximately one-year study schedule in order to complete a Citywide Transportation Options Study that will review existing approaches and past successes and failures in Burlington’s Transportation Demand Management (TDM) programs and policies; review national and international best practices; and provide recommendations for regulatory and non-regulatory TDM models that best fit Burlington’s context.
- C. The parties desire to enter into this first Amendment in order to:
 - 1) Revise the scope of Task 1A as described in the contract as the identified scope is no longer required by the City; and
 - 2) To agree upon a revised scope for Task 1A that will consist of an Old North End neighborhood TDM planning study and planning framework that will serve as a generalized neighborhood TDM typology that will help translate citywide recommendations to individual corridor or neighborhoods.

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the City and Nelson\Nygaard Consultant Associates, Inc. as follows:

1. In Contract Attachment C: Technical Proposal Revisions, all paragraphs, the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

~~Optional Task 1A Parking and Curb Management and Demand Analysis~~

~~Parking and curb management is intrinsically linked to transportation demand management. Smart parking management can create an adequate supply of spaces for critical parking and loading needs while ensuring that non-vehicular users are safe and comfortable on Burlington's streets. Ensuring that public and private parking resources are adequately managed, enforced, priced, and not oversupplied will prevent vehicular travel from being unfairly subsidized in comparison with other modes and enhance the effectiveness of any and all TDM policies which may emerge as recommendations from this study.~~

~~As an optional task, our team will assess the performance of Burlington's public and private parking resources in the downtown area with an eye toward understanding how these resources contribute to or inhibit the goals of a broader TDM program. We recommend that this task be conducted in Spring 2023.~~

~~This assessment will be conducted via the following subtasks.~~

~~1A.1 Review City of Burlington's Parking Management and Operations~~

~~Our team will review the City of Burlington's management of public parking resources including on and off street parking, to understand how management practices support broader TDM goals. This review will include an assessment of the following:~~

- ~~• Parking payment platforms and pricing~~
- ~~• Resident parking programs~~
- ~~• Parking enforcement and citation practices~~
- ~~• Small business employee parking programs~~
- ~~• Curbside regulations including loading zones~~
- ~~• Any other parking permit or management programs~~
 - ~~○ Including potential expansion of public management of private lots~~

~~1A.2 Downtown Parking Utilization Study~~

Understanding peak parking utilization in Burlington's Downtown core area will help inform decision makers regarding the overall demand and need for parking. If parking resources are underutilized, it may indicate an opportunity to minimize further investments in new parking facilities and divert those resources to other modes or TDM programs. In contrast, if parking facilities are overutilized it may indicate a need to supplement with other modes or consider changes to parking management practices. Our team will:

- Review the existing public and private parking inventory in Downtown Burlington and identified gateway streets and Hill Institution adjacent streets (UVM and Champlain College) to the extent that data exists. The study of Downtown would augment completed work in support of the Main Streets project, which examines a core of the larger Downtown. Gateway streets could include Union Street, Pearl Street, Main Street (east of Union), Pine Street (between Kilburne and Main). We expect to finalize and refine this study area during our project kickoff process in close coordination with the City of Burlington. We will also use current aerial imagery to identify additional parking resources to the extent possible. Comprehensive field data collection will not be undertaken. This inventory will include the capacity, management, and pricing of facilities to the extent possible, building from the data provided in this map: <https://parkburlingtonmap.app/>
 - The proposed study area will include streets as indicated in the map provided _____ at _____ this _____ link: <https://www.google.com/maps/d/u/0/edit?mid=1nQUp1JVPkqfNvhoXgpJRdevF7RQd6Bk&usp=sharing>
- Collect peak period utilization data to understand the impact of commuters on parking utilization. Peak utilization data would be gathered using current aerial imagery and outreach to property owners and/or parking facility operators. If budget allows, in the field on-street parking utilization counts could be conducted but would not be mandatory to develop a utilization analysis. If feasible, direct coordination with the Main Streets project team could allow for additional and efficient data collection.

Deliverables

- ~~Parking and Curb Management and Demand Analysis Presentation (incorporated into the TDM Plan and Current Approaches Presentation)~~
- ~~A GIS Dataset of downtown/gateway street parking inventory/utilization~~

Task 1A Scope of Work

Approaches and objectives:

Transportation Demand Management models are well understood in the context of multifamily residences and employment locations. In these contexts an easily identifiable property manager/landlord or employer is responsible for providing or coordinating the provision of TDM services. In contrast, neighborhoods consisting of many individual properties containing one or more residential units and often small businesses and community service organizations often lack a clearly identifiable organizing and/or responsible party who will provide TDM programs and services.

Ensuring that such neighborhoods have access to TDM programs and services is critical in light of Burlington's many residential and mixed-use neighborhoods. The populations that live, work and recreate in these neighborhoods should have the same access to TDM programs as their neighbors living in multifamily residential developments and/or working for employers who participate in TDM.

As an optional task, our team will study one (1) neighborhood in detail and develop a neighborhood-specific TDM framework that will serve as a generalized neighborhood TDM typology that will help translate citywide recommendations to individual corridors or neighborhoods. The selected neighborhood is a portion of the Old North End, as depicted on Map 1.1 as included in Attachment I.

Task 1A Subtasks:

1A.1: Draft Neighborhood TDM Typology and Process Framework

- In collaboration with City staff, Nelson\Nygaard will develop a draft typology and process framework for developing and implementing neighborhood-level TDM programs in Burlington.
- The draft framework will include a series of general process steps for reviewing local context, collaborating with the community, identifying priorities, and implementing programs.
- The draft framework will be designed to be applicable to neighborhoods throughout Burlington. Through subsequent steps of the Task 1A scope of work, the project team will test the draft framework by applying it to the North Winooski neighborhood. The framework will be refined and finalized in task 1A.6

1A.2 Neighborhood Context

- Nelson\Nygaard will review and assess the successes and challenges of the 2021/2022 Winooski Avenue Corridor Study and North Winooski Avenue Parking Management Plan.
- Nelson\Nygaard will document these successes, challenges, and key opportunities for neighborhood TDM in North Winooski in a brief memorandum section, which will be included as Part 1 of the final task 1A memorandum.

1A.3: Community Collaboration

- Led by City staff and with participation as needed by Nelson\Nygaard, the project team will conduct general community engagement and specific stakeholder outreach.
- This engagement effort will identify past and ongoing transportation challenges within the study area, as well as any ongoing community-level efforts to address these challenges or support alternatives to drive-alone travel.
- Nelson\Nygaard will document the results of the community collaboration findings in a brief memorandum section, which will be included as Part 2 of the

final task 1A deliverable. This section will include an articulation of the community transportation needs, vision, goals, and priorities.

1A.4: Recommended North Winooski Neighborhood Framework

- Nelson\Nygaard will develop a neighborhood TDM framework for the North Winooski study area.
- The North Winooski TDM framework will include an identification of potential funding sources, partners, and stakeholders. Nelson\Nygaard will document the North Winooski framework in memorandum section (which will be included as Part 3 of the final task 1A memorandum deliverable).

1A.5: Neighborhood TDM Toolkit

- Nelson\Nygaard will develop a toolkit of strategies for implementing neighborhood TDM programs. The toolkit will include program concepts, policies, services, and regulations for supporting neighborhood TDM and achieving neighborhood mobility goals.
- The toolkit will reflect best practices in Neighborhood TDM, and will augment where necessary the Study's Task 2 Best Practices Analysis.
- The toolkit will be included as Part 4 of the final task 1A memorandum deliverable.

1A.6: Final Neighborhood TDM Typology and Process Framework

- Based on the experience and insights from developing the North Winooski TDM framework, Nelson\Nygaard revise and finalize draft neighborhood typology and process framework (task 1A.1).
- The final framework will be intended to be used by City staff in future planning initiatives for the creation of neighborhood-specific TDM plans throughout Burlington.
- Nelson\Nygaard will document the final framework as Part 5 of the final task 1A memorandum deliverable.

2. In Contract Attachment Section 7: Contract Documents & Order of Precedent, Contract Documents list (page 3), the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

Attachment C: Technical Proposal Revisions dated ~~2/6/2023~~1/22/2023

3. A new Attachment C named “Technical Proposal Revisions dated 1/22/2023” be added after Attachment B and will be adopted by reference and made part of this Agreement.
4. Except as specifically amended by the terms of this first Amendment, the Agreement remains in full force and effect. Unless specifically defined in this first Amendment, all terms shall have the meanings contained in the Agreement.

IN WITNESS WHEREOF, this first Amendment is executed as of the day and date first above written.

CITY OF BURLINGTON, VERMONT

By: _____
Meagan Tuttle, Director, Office of City Planning
Duly Authorized Agent

**NELSON\NYGAARD CONSULTANT
ASSOCIATES, INC**

By: _____
Duly Authorized Agent

(Print Name and Position)

OATTACHMENT I:

TASK 1A SCOPE OF WORK

Approach and objectives

Transportation Demand Management models are well understood in the context of multifamily residences and employment locations. In these contexts an easily identifiable property manager/landlord or employer is responsible for providing or coordinating the provision of TDM services. In contrast, neighborhoods consisting of many individual properties containing one or more residential units and often small businesses and community service organizations often lack a clearly identifiable organizing and/or responsible party who will provide TDM programs and services.

Ensuring that such neighborhoods have access to TDM programs and services is critical in light of Burlington's many residential and mixed-use neighborhoods. The populations that live, work and recreate in these neighborhoods should have the same access to TDM programs as their neighbors living in multifamily residential developments and/or working for employers who participate in TDM.

As an optional task, our team will study one (1) neighborhood in detail and develop a neighborhood-specific TDM framework that will serve as a generalized neighborhood TDM typology that will help translate citywide recommendations to individual corridors or neighborhoods. The selected neighborhood is a portion of the Old North End, as depicted on Map 1.1 as included in Attachment I.

Task 1A Subtasks

This scope of work will be conducted via the following subtasks:

1A.1: Draft Neighborhood TDM Typology and Process Framework

- In collaboration with City staff, Nelson\Nygaard will develop a draft typology and process framework for developing and implementing neighborhood-level TDM programs in Burlington.
- The draft framework will include a series of general process steps for reviewing local context, collaborating with the community, identifying priorities, and implementing programs.
- The draft framework will be designed to be applicable to neighborhoods throughout Burlington. Through subsequent steps of the Task 1A scope of work, the project team will test the draft framework by applying it to the North Winooski neighborhood. The framework will be refined and finalized in task 1A.6

1A.2: Neighborhood Context

- City of Burlington staff will prepare a summary of neighborhood context, including the key findings, opportunities, and challenges identified in the 2021/2022 Winooski Avenue Corridor Study and the North Winooski Avenue Parking Management Plan.
- Nelson\Nygaard will review the summary to inform our work in other subtasks.

1A.3: Community Collaboration

- Led by City staff and with participation as needed by Nelson\Nygaard, the project team will conduct general community engagement and specific stakeholder outreach.
- This engagement effort will identify past and ongoing transportation challenges within the study area, as well as any ongoing community-level efforts to address these challenges or support alternatives to drive-alone travel.
- City Staff will document the results of the community collaboration findings in a brief summary memorandum section, which will be included as **Part 2** of the final task 1A deliverable. Nelson\Nygaard will review the summary. This section will include an articulation of the community transportation needs, vision, goals, and priorities.

1A.4 Recommended North Winooski Neighborhood Framework

- Nelson\Nygaard will develop a neighborhood TDM framework for the North Winooski study area.
- The North Winooski TDM framework will include an identification of potential funding sources, partners, and stakeholders. Nelson\Nygaard will document the North Winooski framework in memorandum section (which will be included as **Part 3** of the final task 1A memorandum deliverable).

1A.5: Neighborhood TDM Toolkit

- Nelson\Nygaard will develop a toolkit of strategies for implementing neighborhood TDM programs. The toolkit will include program concepts, policies, services, and regulations for supporting neighborhood TDM and achieving neighborhood mobility goals.
- The toolkit will reflect best practices in Neighborhood TDM, and will augment where necessary the Study's Task 2 Best Practices Analysis.
- The toolkit will be included as **Part 4** of the final task 1A memorandum deliverable.

1A.6: Final Neighborhood TDM Typology and Process Framework

- Based on the experience and insights from developing the North Winooski TDM framework, Nelson\Nygaard revise and finalize draft neighborhood typology and process framework (task 1A.1).

Task 1A Scope of Work
Burlington TOS | January 2024

- The final framework will be intended to be used by City staff in future planning initiatives for the creation of neighborhood-specific TDM plans throughout Burlington.
- Nelson\Nygaard will document the final framework as **Part 5** of the final task 1A memorandum deliverable.

Task 1A Deliverables

1. Task 1A memorandum
 - Part 1: North Winooski Engagement Findings
 - Part 2: North Winooski TDM Framework
 - Part 3: Neighborhood TDM Toolkit
 - Part 4: Neighborhood TDM Typology and Process Framework

Task 1A Optional Task

Optional: Site Visit and Community Activities

- Nelson\Nygaard will travel to Burlington and meet with neighborhood residents, community-based organizations, and key stakeholders to collaboratively identify and discuss TDM goals and priorities. Site visit activities may include:
 - Round-table focus group-style discussions with residents and/or stakeholders
 - Collaborative brainstorming workshops with residents and/or stakeholders
 - Neighborhood walking audits with residents and/or stakeholders
- City staff will lead the scheduling and planning of site visit activities.
- As needed, Nelson\Nygaard will lead discussions and present materials to facilitate discussion.

Task 1A Scope of Work
Burlington TOS | January 2024

Map 1.1 Proposed Task 1A Study Area

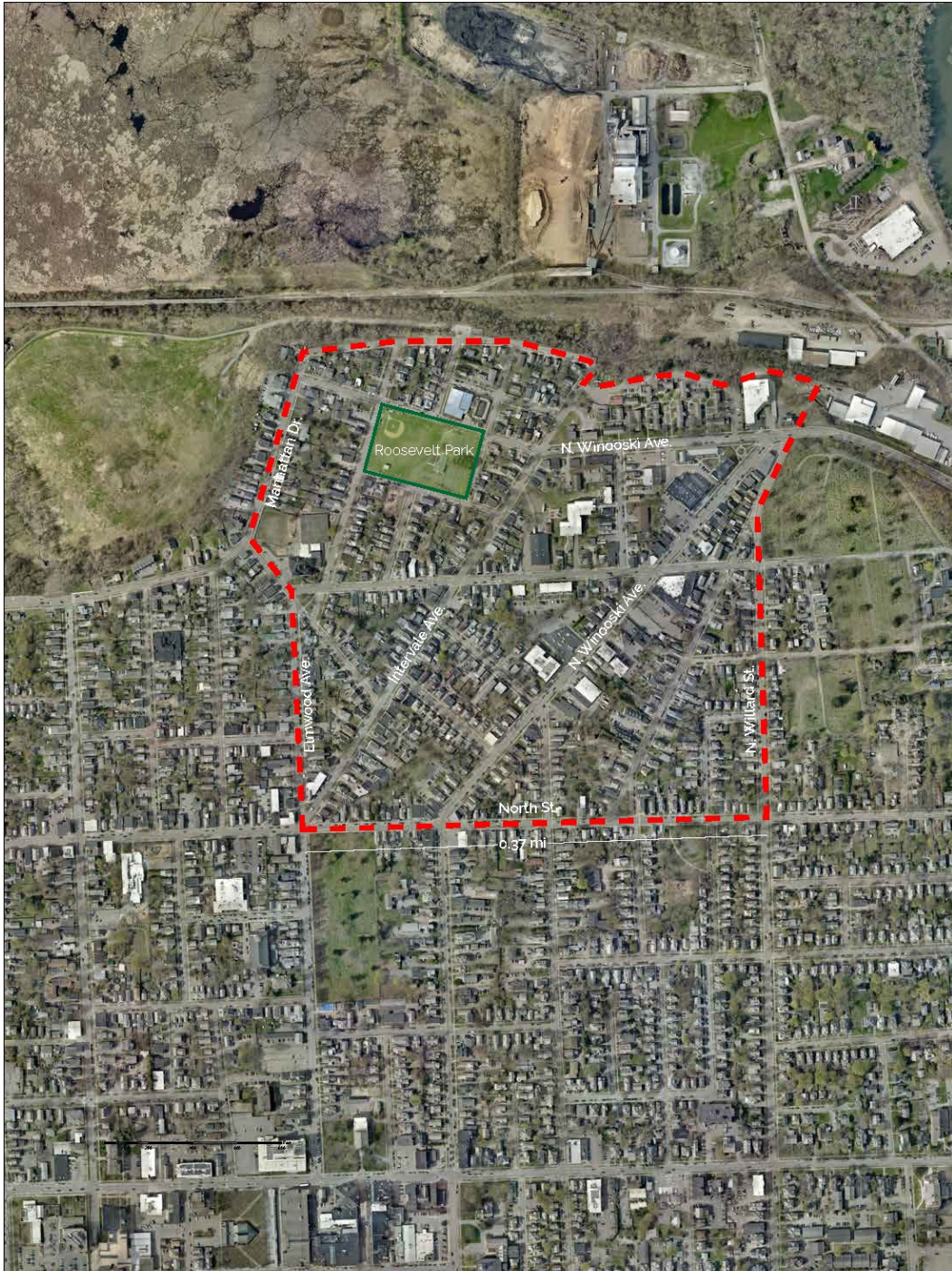


Table 1 Proposed Task 1A Budget

	Nelson\Nygaard Labor Costs			Total Labor Hours	Total Labor Costs	Total Direct Expenses	Total Costs
	Tien-Tien Chan Principal 1	Alexander Mercuri Senior Associate 2	Kelsey Tustin Associate 1				
Flat Rate	205.00	170.00	115.00				
Total Billing Rate	\$205.00	\$170.00	\$115.00				
Task Description							
PROJECT MANAGEMENT				0	\$0	\$0	\$0
QUALITY ASSURANCE / QUALITY CONTROL				0	\$0	\$0	\$0
1 Draft Neighborhood TDM Typology and Process Framework	2	4	6	12	\$1,780	\$0	\$1,780
2 North Winooski Neighborhood Context	1	2	2	5	\$775	\$0	\$775
3 North Winooski Engagement Findings	1	2	2	5	\$775	\$0	\$775
4 North Winooski TDM Framework	4	12	16	32	\$4,700	\$0	\$4,700
5 Neighborhood TDM Toolkit	4	12	16	32	\$4,700	\$0	\$4,700
6 Final Neighborhood TDM Typology and Process Framework	2	8	16	26	\$3,610	\$0	\$3,610
TOTAL HOURS	14	40	58	112			
TOTAL LABOR COST	\$2,870	\$6,800	\$6,670		\$16,340	\$0	\$16,340
SUBCONSULTANT MARKUP					\$0		\$0
TOTAL COSTS							\$16,340
OPTIONAL TASKS							
Task Description							
O1 Site visit and community workshops	16	16	16	48	\$7,840	\$2,200	\$10,040
O2 Engagement stipends (gift certificates for participants)				0	\$0	\$500	\$500
TOTAL OPTIONAL TASK HOURS	16	16	16	48			
TOTAL OPTIONAL TASK COST	\$3,280	\$2,720	\$1,840		\$7,840	\$2,200	\$10,540
TOTAL LABOR COST	\$6,150	\$9,520	\$8,510		\$24,180	\$2,200	\$26,880
TOTAL COSTS							\$26,880



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Laura Wheelock, PE, Senior Public Works Engineer
Julia Ursaki, PE, Public Works Transportation Engineer

DATE: February 5, 2024 (BOF)/February 12, 2024 (CC)

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE Assistant Director of Public Works/City Engineer
Ashley Parker, Capital Program Director

RE: Budget Amendment and Contract Amendment for BTC Public Improvements and Associated Public Art Contracts

Request:

The Department of Public Works ("DPW") is requesting Board of Finance and City Council approve a budget amendment, the purpose of which is:

- To amend the BTC Public Improvements, Public Art project budget to add \$200,000 in Waterfront TIF funds to commission two public art pieces; and
- To amend the BTC Public Improvements, BTC Public Improvement TIF project budget to add \$1,054,624 in Waterfront Tax Increment Financing (TIF) District funds for the Public Improvements Contract per the Second Amendment to the Second Amended and Restated Development Agreement (ARDA 2.0) with City Place Partners (CPP)

DPW is also seeking Board of Finance and City Council approval to execute Contract Amendment #2 with Stantec Consulting Services, Inc (Stantec) for \$85,716, and to authorize the use of an additional \$8,571.60 (10%) in contingency funds to be available to use toward any necessary future contract amendments, for a total authorized amount of \$1,340,003.32.

Background

This budget amendment will increase the City's allocation to \$6,400,000 from the \$18,840,000 Waterfront TIF Note to the project budget for public improvements (construction contract approved by the City Council on June 30, 2023) and two public art contracts.

City staff is seeking City Council approval of the Second Amendment to ARDA 2.0 in a separate item at the February 12, 2024 meeting.

The Second Amendment to ARDA 2.0 allows CPP to seek reimbursement for expenditures on the Public Improvements (PI) under construction adjacent to their development project within the City's Waterfront TIF District. Therefore it is necessary to amend the FY24 project budget to make available additional funds for this work. The expenses that CPP has incurred to date relative to the construction of the public improvements is approximately \$1.6 million.

A request for authorization to execute contracts for the two Great Streets City Place Streetscape Public Art Projects and to authorize expenditure of art project contingency funds is going before the Board of Finance on January 22, 2024 and this Council currently with this item. Those contract approvals are contingent upon the approvals of this budget amendment (seeking subsequent City Council approval January 29, 2024).

A DRAFT budget amendment to add these funds to the project has been included for consideration (Attachment 1).

In late 2023, DPW learned about CPP's plans to change the use of their South Tower building and add a hotel. With this change, they requested adjustments to the streetscape in front of the building to accommodate the hotel entrance and lobby, including moving stormwater planters, adding new lighting and revising the location of existing lighting. In addition, there will be one public art piece near this area that will require other minor revisions to streetscape elements. Given the size and complexity of this project, the City finds it reasonable to update the streetscape design from the 2018 plans for these modifications. We are seeking authorization to execute a contract amendment with Stantec to make these revisions. This will be paid for under Tier 1 of the Waterfront TIF.

Stantec's original design contract is included in Attachment 2, the First Amendment is included in Attachment 3, and Second Amendment is included in Attachment 4.

Funding/Budget

The funding for the Public Improvement construction work, Public Art, and Stantec's design engineering cost comes from the Waterfront TIF. The City Council authorized debt for these projects on May 1, 2023, by moving to support debt in the form of a Note for a maximum amount of \$18,840,000. This budget amendment uses \$6,400,000 of the \$18,840,000 Note to support public improvements and public art in the Waterfront TIF district.

The Public Art cost and Stantec's design engineering cost will be paid for from the Waterfront TIF under Tier 1 based on the Second Amendment to ARDA 2.0. The Public Improvement construction work cost will be paid for from the Waterfront TIF under Tier 2.

The budget amendment accounts for funds already approved and allocated during FY24. A further breakdown of the previously approved project budgets, current requests, and total project budget as amended is provided in the table below.

Table 1. Existing Project Budgets and Current Request

NW Budget - TIF ONLY					
Project Name		FY24 Approved		Added 1/29/24 (current request)	Total as Amended
851 BTC Public Improvements, Public Art (TIF Proceeds)					
Expense	\$	7,000.00	\$	200,000.00	\$ 207,000.00
851 BTC Public Improvements, BTC Public Improvement TIF (TIF Proceeds)					
Expense	\$	2,738,376.00	\$	1,054,624.00	\$ 3,793,000.00
851 BTC Public Improvements, CDS CD23(1) - Cherry Street (TIF Proceeds – Local Match)					
Expense	\$	2,400,000.00			\$ 2,400,000.00
TOTAL EXPENSE				\$	6,400,000.00

Attachments

1. DRAFT Budget Amendment
2. Stantec Contract Agreement Great Streets-Bank & Cherry Streets
3. Stantec Contract Amendment 1 Great Streets-Bank & Cherry Streets
4. DRAFT Stantec Contract Amendment 2 Great Streets-Bank & Cherry Streets

Motions

Actions for Board of Finance:

1. To approve and recommend that the City Council authorize the use of \$200,000 in Waterfront TIF funds towards the BTC Public Improvements, Public Art project budget, as further detailed in the amendments to the project budgets as described the above table labeled “NW Budget- TIF Only” and subject to the attached Budget Amendment form; and
2. To approve and recommend that the City Council authorize the use of \$1,054,624 in Waterfront TIF funds towards the BTC Public Improvements, BTC Public Improvement TIF project budget, as further detailed in the amendments to the project budgets as described in the above table labeled “NW Budget- TIF Only” and subject to the attached Budget Amendment form; and
3. To approve and recommend that the City Council authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1.
4. To approve and recommend that the City Council authorize the Director of Public Works to execute a second contract amendment with Stantec Consulting Services, Inc. for the development of an updated design for the Great Streets Bank & Cherry Street project in an additional amount up to \$85,716, and any necessary future amendments in furtherance of updating the current design using up to \$8,571.60 (10%) in available

An Equal Opportunity Employer

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contingency funds, for a total authorized contract amount not to exceed \$1,340,003.32, subject to the review and approval of the City Attorney's Office.

Actions for City Council:

1. To approve and authorize the use of \$200,000 in Waterfront TIF funds towards the BTC Public Improvements, Public Art project budget, as further detailed in the amendments to the project budgets as described in the above table labeled "NW Budget- TIF Only" and subject to the attached Budget Amendment form; and
2. To approve and authorize the use of \$1,054,624 in Waterfront TIF funds towards the BTC Public Improvements, BTC Public Improvement TIF project budget, as further detailed in the amendments to the project budgets as described in the above table labeled "NW Budget- TIF Only" and subject to the attached Budget Amendment form; and
3. To approve and authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1.
4. To authorize the Director of Public Works to execute a second contract amendment with Stantec Consulting Services, Inc. for the development of an updated design for the Great Streets Bank & Cherry Street project in an additional amount up to \$85,716, and any necessary future amendments in furtherance of updating the current design using up to an additional \$8,571.60 (10%) in available contingency funds, for a total authorized contract amount not to exceed \$1,340,003.32, subject to the review and approval of the City Attorney's Office.

CITY OF BURLINGTON, VT
PROJECT BUDGET AMENDMENT REQUEST

Department: DPW Requested by: Julia Ursaki/Laura Wheelock Date: DRAFT

Briefly explain the reason for the amendment:

To move funds into the BTC Public Improvements Public Art project to create the budget for commissioning two pieces of public art and to add \$1,045,624 to the approved BTC Public Improvements budget based on 1/29/24 ARDA amendment

Dept. Head Approval (under 10k)

Chief Administrative Officer Date (10k to 24,999)

Mayor Date (25K - 50K)

BUDGET AMENDMENT DETAILS

Org Set	GL Account	Account Name	Project/Sub/Detail Name	Increase/ (Decrease)
851-19-700	4990_235	BTC Public Improvements, Public Works, Capital Projects.Interfund Transfer Proceeds - Waterfront TIF	851 BTC Improve - Public Art -	200,000
851-19-700	9500_235	BTC Public Improvements, Public Works, Capital Projects.Capital Outlay - Waterfront TIF	851 BTC Improve - Public Art -	200,000
851-19-700	9500_235	BTC Public Improvements, Public Works, Capital Projects.Capital Outlay - Waterfront TIF	851 BTC Improve - BTC PI TIF -	1,054,624

AGREEMENT
PROJECT: Great Streets-Bank & Cherry Streets

CITY OF BURLINGTON, VERMONT
CONTRACT AGREEMENT
GREAT STRETES-BANK & CHERRY STREETS

THIS AGREEMENT is made this 27th day of March, 2018, by and between the City of Burlington, VT, hereinafter referred to as the CITY and Stantec Consulting, Inc, a Vermont corporation, with its principal place of business in Vermont, hereinafter referred to as the CONSULTANT.

The CITY wishes to employ the CONSULTANT for Great Streets-Bank & Cherry Streets in Burlington, Vermont.

WHEREAS the CONSULTANT is ready, willing, and able to perform the required services;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK

The CONSULTANT shall provide services necessary to ensure the successful completion of the project under consideration as set forth in Request for Proposals from the Department of Public Works dated 12/12/17 and CONSULTANT'S Response and Proposal dated 1/5/18, which are incorporated herein and made a part of this Agreement. The outcome of this work is the completion of design engineering services for the \$591,151.00.

Should it become necessary for the CONSULTANT to procure sub-Consultant services, this selection will be subject to approval. It is expected that any solicitations by the CONSULTANT will include reference to the Federal Equal Employment Opportunity (Executive Order 11246), the FHWA Title VI Non-Discrimination Program, Vermont Agency of Transportation's Disadvantaged Business Enterprises Policy (CA-110) and the CITY'S Livable Wage Ordinance.

If there is a conflict in the requirements found in the documents adopted by reference in this Agreement; the provisions in the document listed higher in order shall take precedence over the provision in the documents lower on the list of Attachments in this Agreement.

2. BEGINNING OF WORK AND TERMINATION

- A. Consultant agrees to commence and complete the construction described as follows:
Great Streets-Bank & Cherry Streets, Burlington, Vermont.
- B. The Consultant will commence the Work required by the Request for Proposals on the date of issuance of the Notice to Proceed and will complete the same by

12/31/19 unless the period for completion is extended otherwise by the Contract Documents. The Consultant acknowledges that the date of beginning and the time for completion of the Work are essential conditions of the Contract Documents.

3. THE AGREEMENT FEE

A. General. The CITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance of all services and expenses (including those of sub-Consultant) encompassed under this Agreement, payment at the rates specified in the CONSULTANT's response to the CITY'S request for proposals and proposal submitted dated 1/5/18.

B. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of \$ \$591,151.00, without duly authorized written approval.

4. PAYMENT PROCEDURES

One copy of each invoice and backup documentation for expenses shall be submitted to:

Laura Wheelock PE
Public Works Engineer
Department of Public Works
645 Pine Street
Burlington, VT 05401

Invoices may be emailed to: LWheelock@burlingtonvt.gov.

5. ATTACHMENTS

The following attachments are adopted by reference and made part of this Agreement:

ATTACHMENT A – Burlington Standard Contract Conditions
ATTACHMENT B – Insurance Certificate(s) from Consultant
ATTACHMENT C – Livable Wage Ordinance Form
ATTACHMENT D – Burlington Ordinance Requirements
ATTACHMENT E – Department of Public Works, Request for Proposals including Questions/Responses, dated 12/12/17.
ATTACHMENT F – Consultant's Proposal in response to CITY's Request for Proposals and Proposal with itemized expenses by item, dated 1/5/18.

If a provision in a document incorporated by reference conflicts or contradicts this Agreement, then the terms of this Agreement prevail. If a provision in the Consultant's Proposal conflicts with a provision in another attachment or an appendix, then the other attachment or appendix provision shall prevail.

IN WITNESS WHEREOF, Owner and Consultant have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Consultant. All portions of the Contract Documents have been signed or identified by Owner and Consultant or on their behalf.

This Agreement will be effective on February 1st, 2018.
(which is the Effective Date of the Agreement).

OWNER:

City of Burlington

Signature [Signature]

Title Director of Public Works

NB 3/27/18

Witness Name Laura Wheelock

Signature [Signature]

Address for giving notices:

645 Pine Street

Burlington, VT 05401

Owner

Designated Representative:

Name: Laura Wheelock

Title: Project Manager

Phone(s): 802-540-0397

CONSULTANT:

Stantec Consulting Services Inc.

Signature [Signature]

Title Gregory Edwards, Senior Principal

Witness Name Gregory Goyette

Signature [Signature]

Address for giving notices:

55 Green Mountain Drive

South Burlington, VT 05403

Consultant

Designated Representative:

Name: Gregory Goyette

Title: Project Manager

Phone(s): 802-497-6403

City of Burlington ONLY:

Approved as to form and substance by the City Attorney Office:

Ene Bergman signed by Laura Wheelock
email approval to san 3/27/18

3/27/18
Date

ATTACHMENT A - BURLINGTON STANDARD CONTRACT CONDITIONS

Wherever used, abbreviations may be used in place of a word or phrase and definitions may be used to interpret statements for the meaning of words phrases or expressions. The intent and meaning for abbreviations and definitions shall be interpreted as herein set forth:

AGC	Associated General Consultants of America
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
AWWA	American Water Works Association
CADD	Computer Aided Drafting and Design
CES	Consultant Engineering Services
CFR	Code of Federal Regulations
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EDM	Electronic Data Media
FSS	Federal Specifications and Standards
IBC	International Building Code
IPC	International Plumbing Code
NEC	National Electrical Code
SIR	Self Insured Retention
USC	United States Code
USEPA	United States Environmental Protection Agency
VOSHA	Vermont Occupational Safety and Health Act
VSA	Vermont Statutes Annotated
WEF	Water Environment Association

1. INDEMNIFICATION:

The CONSULTANT will act in an independent capacity and not as officers or employees of the CITY. The CONSULTANT agrees that it shall indemnify, defend, and hold harmless the CITY, its officers, agents and employees from and against all losses and all claims, including attorneys' fees, demands, payments, suits, actions, recoveries, and judgments of every nature, and description brought or recovered against them by reason of any act or omission, intentional or negligent, of the said CONSULTANT, its agents, or employees, in the execution of the Work or performance of the services to be provided under this Agreement or in guarding the same.

CITY is responsible for its own actions. The CONSULTANT is not obligated to indemnify and defend the CITY or its officers, agents and employees for any liability of the OWNER, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the CITY, its officers, agents or employees are notified of any claims asserted against it or them to which this indemnification clause may apply, the CITY or its officers, agents and employees shall immediately thereafter notify the CONSULTANT in writing that a claim to which the indemnification agreement may apply has been filed.

2. RELATIONSHIP:

The parties agree that the CONSULTANT is an independent CONSULTANT. To that end, the CONSULTANT shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. City shall provide the CONSULTANT with no specific instructions or training in how to provide the required services, except to the extent required by law or regulation. The CONSULTANT shall provide its own tools, materials or equipment. The parties agree that neither the CONSULTANT nor its Principal is an employee of City or any of its departments, agencies, or related entities. The parties also agree that neither the CONSULTANT nor its Principal is entitled to any employee benefits from City. CONSULTANT understands and agrees that it and its Principal have no right to claim any benefits under the Burlington Employee Retirement System, City's worker's compensation benefits, health insurance, dental insurance, life insurance or any other employee benefit plan offered by City. The CONSULTANT agrees to execute any certifications or other documents and provide any certificates of insurance required by City and understands that this contract is conditioned on its doing so, if requested.

The CONSULTANT understands and agrees that it is responsible for the payment of all taxes on the above sums and that City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

The CONSULTANT shall furnish and pay the cost, including taxes (except tax exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation, and perform all the Work required for the construction of all items listed and itemized under the Bid Schedule of the Bidder's Proposal attached hereto in strict accordance with the Plans, Specifications and requirements, general conditions and appendix which are attached hereto and made a part hereof, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

3. INSURANCE:

Prior to beginning any work, the CONSULTANT shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the CITY. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the CITY, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the CITY. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the CITY on an annual basis. Certified Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker's compensation) shall name the CITY as an additional insured for the possible liabilities resulting from the CONSULTANT's actions or omissions. It is agreed that the liability insurance furnished by the CONSULTANT is primary and non-contributory for all the additional insured.

The CONSULTANT is responsible to verify and confirm in writing to the CITY that:

- (a) All SUB-CONSULTANTS, agents or workers meet the minimum coverage and limits

plus maintain current certificates of coverage for all SUB-CONSULTANTS, agents or workers. SUB-CONSULTANTS must comply with the same insurance requirements as the CONSULTANT.

(b) All coverage shall include adequate protection for activities involving hazardous materials.

(c) All work activities related to the agreement shall meet minimum coverage and limits.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the CONSULTANT for the CONSULTANT's operations. These are solely minimums that have been developed and must be met to protect the interests of the CITY.

GENERAL LIABILITY AND PROPERTY DAMAGE:

With respect to all operations performed by the CONSULTANT, SUB-CONSULTANTS, agents or workers, it is the CONSULTANT's responsibility to insure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to and with limits not less than:

1. Premises Operations
2. Independent CONSULTANTS' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

1. General Aggregate	\$2,000,000
2. Products-Completed/Operations Aggregate	\$2,000,000
3. Personal & Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (Any one fire)	\$ 250,000
6. Med. Expense (Any one person)	\$ 5,000

WORKERS' COMPENSATION: With respect to all operations performed, the CONSULTANT shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all SUB-CONSULTANTS and SUBCONSULTANTS carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident
- (b) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

- (a) General. The CONTRACTOR shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:
 - \$2,000,000 - Annual Aggregate
 - \$2,000,000 - Per Occurrence Claim
- (b) Deductibles. The CONSULTANT is responsible for any and all deductibles.
- (c) Coverage. N/A

AUTOMOBILE LIABILITY: The CONSULTANT shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

UMBRELLA LIABILITY:
\$1,000,000 Each Event Limit
\$1,000,000 General Aggregate Limit

COMPLIANCE WITH LAWS

4. GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

5. CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY

During performance of the Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information.

The CONSULTANT shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). The CONSULTANT shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR § 21 through Appendix C, and Regulations under 23 CFR§710.405 (b). Accordingly, all subcontracts shall include reference to the above. The CONSULTANT shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair

employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

6. CHILD SUPPORT PAYMENTS

By signing the Contract, the CONSULTANT certifies, as of the date of signing the Agreement, that they are (a) not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the CONSULTANT is a sole proprietorship, the CONSULTANT's statement applies only to the proprietor. If the CONSULTANT is a partnership, the CONSULTANT's statement applies to all general partners with a permanent residence in Vermont. If the CONSULTANT is a corporation, this provision does not apply.

- 7. TAX REQUIREMENTS:** By signing the Agreement, the CONSULTANT certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement

CONTRACTUAL AGREEMENTS

- 8. REGISTRATION:** The CONSULTANT agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.

- 9. PERSONNEL REQUIREMENTS AND CONDITIONS:** A CONSULTANT shall employ only qualified personnel, for responsible authority to supervise the work. The CITY shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the CITY, during the life of the Agreement, the CONSULTANT shall not employ:

- (a) Personnel on the payroll of the CITY who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.
- (b) Any person so involved within one (1) year of termination of employment with the CITY.

The CONSULTANT warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the CONSULTANT to be paid, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the CITY shall have the right to

annul the Agreement, without liability to the CITY, and to regain all costs incurred by the CITY in the performance of the Agreement.

The CITY reserves the right to require removal of any person employed by a CONSULTANT, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the CITY in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Agreement.

10. **TRANSFERS, SUBLETTING, ETC:** A CONSULTANT shall not assign, sublet, or transfer any interest in the work, covered by an Agreement, without prior written consent of the CITY and further, if any SUB-CONSULTANT participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the CITY. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the CONSULTANT of responsibility for the performance of that portion of the work so transferred. The form of the SUB-CONSULTANT's agreement shall be as developed by the CONSULTANT and approved by the CITY. The CONSULTANT shall ensure that insurance coverage exists for any operations to be performed by any SUB-CONSULTANT as specified in the insurance requirements section of this agreement.

The services of the CONSULTANT, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the CITY. Any authorized sub agreements shall contain all of the same provisions for and attached to the original agreement with the CITY.

11. **CONTINUING OBLIGATIONS:** The CONSULTANT agrees that if because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the CONSULTANT nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the CITY may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.

12. **OWNERSHIP OF THE WORK:** The CONSULTANT agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the CONSULTANTS, hereafter referred to as "instruments of professional service", shall become the property of the CITY provided CONSULTANT may reuse on future work any of its standard specifications, details or design; as they have been prepared ~~are prepared~~ and/or developed during execution of the Agreement. The CONSULTANT agrees to allow access to all "instruments of professional service" at any time. The CONSULTANT shall not copyright any material originating under the Agreement without prior written approval of the CITY. No publications or publicity of the work, in part or in total, shall be made without the agreement of the CITY, except that CONSULTANTS may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials. The CITY agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the instruments of professional service by the CITY or by any person or entity that obtains the instruments of professional service from the CITY.

13. **PROPRIETARY RIGHTS:** The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. The CONSULTANT, however, agrees to and does hereby grant to the CITY an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Agreement.

14. **PUBLIC RECORDS**

The CONSULTANT understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The CONSULTANT shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

15. **RECORDS RETENTION**

The CONSULTANT agrees to retain, in its files, and to produce to City within the time periods requested, all books, documents, EDM, accounting records, and other evidence related to City, at any time during this Agreement and for a period of at least three (3) years after its termination. The CONSULTANT further agrees that the CITY shall have access to all the above information for the purpose of reviewing and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the CITY if requested. CONSULTANT, SUB-CONSULTANTS, or any representatives performing work related to the Agreement, are responsible to insure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.

16. **APPEARANCES:**

(a) Hearings and Conferences. The CONSULTANT shall provide professional services required by the CITY and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

The CONSULTANT shall perform any liaison that the CITY deems necessary for the furtherance of the work and participate in conferences with the CITY, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Agreement.

The CONSULTANT further agrees to participate in meetings with the CITY and any

other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement.

The CONSULTANT shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract document.

(b) Appearance as Witness. If and when required by the CITY, a CONSULTANT, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the CITY. The CONSULTANT shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract document.

17. **CHANGES AND AMENDMENTS:** No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the CITY and the CONSULTANT.

18. **APPENDICES:** The CITY may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the CONSULTANT in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the CITY as occasions may require. It is the responsibility of the CONSULTANT to ensure that they have the latest versions applicable to the Agreement.

19. **EXTENSION OF TIME:** The CONSULTANT agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the CONSULTANT for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the CITY may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the CONSULTANT and without the fault or negligence of the CONSULTANT.

20. **SETTLEMENTS OF MISUNDERSTANDINGS:** In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the Director of Public works and Stantec Principal City Engineer shall act as referees on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties.

In agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the CONSULTANT. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.

CONSULTANT may appeal any determination regarding the contract by filing a notice of appeal by hand delivery or courier to the Local Project Manager. The notice of appeal shall specifically state the grounds of the protest. Within seven (7) calendar days of the notice of appeal the CONSULTANT must file the Municipality a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the appeal. Evidentiary statements, if any, shall be submitted under penalty of perjury. The CONSULTANT shall have the burden of proving its appeal by the preponderance of the evidence. Failure to file a notice of appeal or a detailed statement

within the applicable period shall constitute an unconditional waiver of the right to appeal the evaluation or qualified process and decisions thereunder.

21. **FAILURE TO COMPLY WITH TIME SCHEDULE:** It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

In the event the CITY is dissatisfied with the slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the CITY shall give the CONSULTANT written notice in which the CITY shall specify in detail the cause of dissatisfaction. Should the CONSULTANT fail or refuse to remedy the matters complained of within five days after the written notice is received by the CONSULTANT the CITY shall have the right to take control of the Work and either make good the deficiencies of the CONSULTANT itself or direct the activities of the CONSULTANT in doing so, employing such additional help as the CITY deems advisable. In such events the CITY shall be entitled to collect from the CONSULTANT any expenses in completing the Work.

22. **CITY'S OPTION TO TERMINATE:** The Agreement may be terminated in accordance with the following provisions, which are not exclusive:

- (a) Breach of Contract. Administrative remedies - the CITY reserves the right to terminate a Contract for breach of Contract agreements. Termination for breach of Contract will be without further compensation to the CONSULTANT.
- (b) Termination for Cause. The CITY reserves the right, upon thirty (30) days' prior written notice to the CONSULTANT, to terminate the Agreement, as of a date to be specified by the CITY, if the CONSULTANT fails to complete the designated work to the reasonable satisfaction of the CITY, within the time schedule agreed upon. The CONSULTANT shall be compensated on the basis of the work performed and accepted by the CITY at the date of final acceptance of the Agreement.
- (c) Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the CITY may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to a CONSULTANT, within not less than thirty (30) fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the CITY's convenience, payment to the CONSULTANT will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. However, if a notice of termination is given to a CONSULTANT prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the CONSULTANT will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess

of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the CITY's approval. The CONSULTANT shall make no claim for additional compensation against the CITY by reason of such termination.

(d) The CONSULTANT may terminate the Agreement upon fifteen (15) days' notice in writing in the event the CITY has committed material breach of the Agreement. Non-payment of the CONSULTANT's invoices will be considered a material breach of the Agreement. The CITY shall have the opportunity to cure the breach within the 15 days and if it does, then CONSULTANT shall not have the right to terminate under this provision.

23. ACKNOWLEDGEMENTS

Acknowledgment of the City of Burlington's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this contract.

OPERATIONAL STANDARDS

24. **RESPONSIBILITY FOR SUPERVISION:** The CONSULTANT shall assume primary responsibility for general supervision of CONSULTANT employees and his/her or their SUBCONSULTANTS for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement.
25. **INDEPENDENCE:** The CONSULTANT shall act in an independent capacity and not as officers or employees of the CITY.
26. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the CONSULTANT will counsel with the CITY, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The CONSULTANT shall inform the CITY, in writing, of any such contacts and the results thereof.
27. **PUBLIC RELATIONS:** Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the CONSULTANT will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the CONSULTANT shall conduct themselves with propriety. The CONSULTANT agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the CITY, in accordance with VSA Title 19 § 35 and §503, in order to accomplish the work under the Agreement. The CONSULTANT agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the CONSULTANT, the CITY shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the CONSULTANT is acting as an agent of the CITY.

28. INSPECTION OF WORK:

The CITY shall, at all times, have access to the CONSULTANT's work for the purposes of inspection, accounting, and auditing, and the CONSULTANT shall provide whatever access is considered necessary to accomplish such inspections. At any time, the CONSULTANT shall permit the CITY or representative for the CITY the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the CONSULTANT pursuant to execution of the Agreement.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the CITY.

- 29. RETURN OF MATERIALS.** CONSULTANT agrees that at the termination of this Agreement, it shall return to City all materials provided to it during its engagement on behalf of City. The CONSULTANT may retain one complete copy of the materials for archival purposes.

PROJECT DEVELOPMENT AND STANDARDS

30. PLANS RECORDS AND AVAILABLE DATA:

The CITY agrees to make available, at no charge, for the CONSULTANT's use all available data related to the Agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

- 31. DESIGN STANDARDS:** Unless otherwise specifically provided for in the Agreement, or directed in writing, CONSULTANT services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data necessary for construction of a designed facility, shall be in conformance with applicable portions of the following specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted and in effect prior to award of the Agreement:

- (a) VTRANS'S latest edition of the Standard Specifications for Construction.
- (b) VTRANS'S Bridge Design Manual.
- (c) All applicable AASHTO roadway, traffic, bridge, bicycle and pedestrian policies, guides and manuals.
- (d) VTRANS'S Manual on Survey.
- (e) VTRANS'S Right-of-Way Manual.
- (f) The Highway Capacity Manual - Special Report 209.
- (g) The ANSI/AASHTO/AWS D-1.5, Bridge Welding code.
- (h) The MUTCD and Vermont Supplement requirements.
- (i) The Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals
- (j) Other CITY directives and guidelines current at the time of the Agreement and as may be issued by the CITY during the progress of the design.

In case of any conflict with the guidelines referenced, the CONSULTANT is responsible to identify and follow any course of direction provided by the CITY.

32. **REVIEWS AND ACCEPTANCES:** All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the CONSULTANT, shall be subject to review and endorsement by the CITY.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Agreement. Informal reviews, conducted by the CITY will be performed as deemed necessary. The CONSULTANT shall respond to all official comments regardless of their source. The CONSULTANT shall supply the CITY with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a CONSULTANT of their professional obligation to correct any defects or errors in their work at their own expense.

33. **BINDING NATURE AND JURISDICTION**

This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors or heirs and representatives, and assigns. This agreement shall be governed by Vermont law, and the CONSULTANT expressly agrees to submit to the jurisdiction of the courts of the State of Vermont.

PAYMENT FOR SERVICES RENDERED:

34. **PAYMENT PROCEDURES:** The CITY shall pay, or cause to be paid to the CONSULTANT or the CONSULTANT's legal representative, payments in accordance with the Agreement. When applicable, for the type of payment specified in the Agreement, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Agreement number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Agreement, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the CITY and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under an Agreement, shall be conclusive evidence of the performance of said Agreement, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The CITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept, as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the type of fee specified in the Agreement.

Upon completion of all services covered under the Agreement and payment of the agreed upon fee, the Agreement with its mutual obligations shall be terminated.

35. **PAYMENT FOR ADDITIONS OR DELETIONS:** The CITY may, upon written notice, and without invalidating the Agreement, require any changes to, additions to, or deletions from, the originally contemplated extent of the work, prior to completion of the Agreement by means of an amendment to the original Agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Agreement, based on the adjusted quantity of work, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such addition or deletion.
36. **PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The CITY may, upon written notice, and without invalidating the Agreement, require changes resulting from revision or abandonment of work already performed by the CONSULTANT or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the CONSULTANT, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

- (a) Fixed Price. By a price that is not subject to any adjustment on the basis of the CONSULTANT's expenses experienced in performing the work. The CONSULTANT is fully responsible for all costs and resulting profit or loss.
- (b) Rate Schedule. By unit prices designated in the Agreement, or by unit prices covered under any subsequent Agreements.
- (c) Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

No changes, for which additional fee payment is claimed, shall be made unless pursuant to a written order from the CITY, and no claim shall be valid unless so ordered.

The CONSULTANT agrees to maintain complete and accurate records, in a form satisfactory to the CITY for all time devoted directly to same by CONSULTANT employees. The CITY reserves the right to audit the records of the CONSULTANT related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Agreement. When changes are so ordered, no additional work shall be performed by the CONSULTANT until an Agreement amendment has been fully executed, unless written notice to proceed is issued by the CITY. Any claim for extension of time, which may be necessitated as a result of extra work or additional services and changes, shall be given consideration and evaluated insofar as it directly relates to the change.

In the event that a unit cost cannot be agreed upon, or when Extra Work is requested at the direction of the Owner or Engineer the following shall be used to determine said unit cost. Any additional costs for Public Liability Insurance and Property Damage Insurance that are required in the Contract will be allowed and reimbursed at the actual cost to the Consultant.

- a. Labor. For all machine or equipment operators, other workers, and supervisors in direct charge of the specific operation, the Consultant shall receive the actual wages agreed upon before beginning the work and were paid to the workers performing the work, to which shall be added an amount equal to **10** percent for profit. If the Consultant elects to use employee(s) more skilled than required to

perform the extra work, the Agency reserves the right to allow compensation for said employee(s) to be capped at 125% of the applicable Davis-Bacon wage rate of the base skill level required to perform the work.

Workers Compensation Insurance, Unemployment Compensation Insurance, and Social Security charges on labor items as paid by the Consultant will be allowed. Other employee insurances (health, disability, e.g.) being paid by the Consultant just prior to the work being ordered will also be allowed, provided the Consultant submits an applicable notarized insurance rate schedule from its insurance agent. The Consultant shall submit an Agency form indicating all applicable insurances and overhead items for each employee involved in the extra work.

The Consultant will be allowed an additional **10%** of the actual wages paid to the employee as compensation for administration charges and any other additional costs. Additional cost or charge for the Superintendent shall not be allowed.

- b. **Materials.** The Consultant shall receive the actual cost including freight charges (both as submitted on original receipted bills) for all materials furnished and used. **Ten** percent shall be added thereto for overhead, profit and any other costs incurred in supplying the materials. Vermont sales tax shall not be included.
- c. **Equipment.** The Consultant will be reimbursed as described below. Equipment that is used shall be specifically described by year, manufacturer, model number, and any other information required to identify the appropriate hourly rate in the Rental Rate Blue Book published by Equipment Watch ("Blue Book"). In the event the Consultant elects to use equipment of a higher rental value than equipment suitable for the work, payment will be made at the rate applicable to suitable equipment.
 - i. **Consultant Owned Equipment.**
 - 1. **Ownership Costs.** The Consultant will be reimbursed for its ownership costs for self-owned equipment at the rates agreed to before the work begins. These rates shall be on an hourly basis and shall not exceed the monthly ownership rates listed in the current Blue Book divided by 176. The rates will be adjusted for depreciation as computed and published in the Blue Book rate adjustment tables, but will not be adjusted as recommended on the Blue Book regional adjustment maps. The rates for ownership costs will be total reimbursement to the Consultant for all non-operating costs of the equipment, including depreciation, insurance, taxes, interest, storage, overhead, repairs, and profit. The maximum duration for reimbursement in a day shall not exceed eight hours unless the equipment actually is operated for more than eight hours on a particular day, in which case the rate shall be paid for all hours the equipment actually worked on that day.
 - 2. **Operating Costs.** The rates for operating costs include fuel, lubricants, other operating expendables, and preventative and field maintenance. The Consultant will be reimbursed the amount derived as the product of the number of hours of actual use multiplied by the Blue Book estimated operating cost per hour. Operating costs do not apply to equipment idle time. Operating

costs do not include the operators' wages. Except as otherwise provided, the rates to be used for computation shall be those in effect at the time the force account work is performed as reflected in the applicable publication of the Blue Book.

3. In the event that an ownership cost rate and/or an operating cost rate is not established in the Blue Book for a particular piece of equipment, the Engineer shall establish a rate(s) for that piece of equipment consistent with its costs and expected life. The Consultant shall make no charge for small tools that are considered as having a replacement value of less than \$500.
 - ii. Rented Equipment. In the event the Consultant does not own a specific type of equipment and must rent, the Consultant will be reimbursed the actual cost for the equipment, as submitted by invoice, for the time that the equipment is used to accomplish the work. Vermont sales tax shall not be included. The Agency reserves the right to limit the hourly rate to the maximum amount allowed by Blue Book in the event that the prime Consultant is a subsidiary of, or has a close affiliation to, the firm supplying the rented equipment.
 - iii. Maximum Amount Payable. The maximum amount of reimbursement for the ownership cost of Consultant owned equipment or the rental cost of rented equipment is limited to the original purchase price of the equipment.
 - iv. Equipment Downtime. No rental cost or operating cost will be paid for downtime for either rented equipment or Consultant owned equipment.
 - v. Transportation Costs. The Consultant will be paid for the reasonable documented cost of transporting both Consultant owned and rented equipment to the work location and back to its original location or a new location if the cost is less.
37. **LIMITATION OF LIABILITY:** The CITY releases CONTRACTOR from any liability and agrees to defend, indemnify and hold CONTRACTOR harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the intentional acts or omissions, reckless acts or omissions, or negligent acts or omissions of CONTRACTOR. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against CONTRACTOR and not against any of CONTRACTOR's employees, officers or directors. Except as provided for with regard to indemnification, neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.' as a new Section.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY)

9/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1414750 STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lloyds of London		
	INSURER B : AIG Specialty Insurance Company		26883
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 14190182**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	GLOPR1701673 NO RETROACTIVE DATE	10/1/2017	10/1/2018	\$2,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2017	10/1/2019	\$2,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

STANTEC PROJECT #1953. RE: ALL WORK PERFORMED BY STANTEC UNDER CONTRACT FOR CITY OF BURLINGTON.

CERTIFICATE HOLDER14190182
CITY OF BURLINGTON
645 PINE ST.
BURLINGTON VT 05401**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

5/1/2018

DATE (MM/DD/YYYY)

4/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1443443 STANTEC CONSULTING SERVICES INC 8211 SOUTH 48TH STREET PHOENIX AZ 85044	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Zurich American Insurance Company		16535
	INSURER B : Travelers Property Casualty Co of America		25674
	INSURER C : American Guarantee and Liab. Ins. Co.		26247
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 14662536

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL/CROSS ☒ XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	N	GLO5415704	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2017 5/1/2017 5/1/2017	5/1/2018 5/1/2018 5/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	N	AUC9184637	5/1/2017	5/1/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2017 5/1/2017	5/1/2018 5/1/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SOUTH BURLINGTON, VT. STANTEC PROJECT #1953. RE: ALL WORK PERFORMED BY STANTEC UNDER CONTRACT FOR CITY OF BURLINGTON. CITY OF BURLINGTON AND ITS OFFICERS AND EMPLOYEES ARE INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA/EXCESS LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14662536
CITY OF BURLINGTON
645 PINE ST.
BURLINGTON VT 05401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, Gregory Edwards, on behalf of Stantec Consulting Inc. (the Contractor") in connection with a contract for Cherry and Bank Services that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

(1) as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington's Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington's chief administrative officer) and provided appropriate time off for the term of the contract;

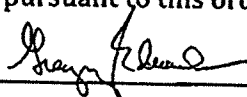
(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(3) we will provide verification of an employee's compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington's City Attorney's office pursuant to this ordinance; and

(5) we will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this ordinance.

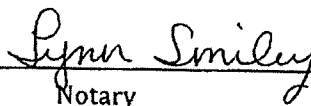
Date 3/19/2018

By: 

Contractor

Subscribed and sworn to before me:

Date 3/19/2018


Notary

ATTACHMENT D – Burlington Ordinance Requirements

CITY OF BURLINGTON

10.

ORDINANCE

Sponsor: Councilors Mason,
Bushor, Paul: Ordinance Com.

Public Hearing Dates _____

First reading: 09/23/13

Referred to: Ordinance Committee

Rules suspended and placed in all

stages of passage: _____

Second reading: 10/21/13

Action: adopted

Date: 10/21/13

Signed by Mayor: 10/30/13

Published 11/06/13

Effective: 11/27/13

revised version

In the Year Two Thousand Thirteen

An Ordinance in Relation to

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

It is hereby Ordained by the City Council of the City of Burlington, as follows:

That Chapter 21, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 21-80 through 21-87 thereof and adding new Sections 21-88 and 21-89 thereto to read as follows:

Sec. 21-80. - Findings and purpose.

In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its ~~year-round~~ employees ~~(full and part-time)~~ have an opportunity for a decent quality of life and are compensated, ~~and such that they are~~ not dependent on public assistance, to meet their basic needs;
- (c) ~~The city~~ City of Burlington is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
- (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the ~~city~~ City of Burlington and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for ~~city~~ employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

Sec. 21-81. - Definitions.

As used in this article, the following terms shall be defined as follows:

- a) Contractor or vendor is a person or entity that has a service contract with the City of ~~Burlington primarily for the furnishing of services (as opposed to the purchasing of goods)~~ where Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period, including any subcontractors of such contractor or vendor. ~~A person or entity that has a contract with the City of Burlington for the use of property under the jurisdiction of the board of airport commissioners, or any person or entity that has a sublease or other agreement to perform services on such property, shall also be considered a contractor under this article.~~
- (b) Grantee is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants ~~administered by the city~~, including any contractors or subcontractor grantees of the grantee, that exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period.
- (c) Covered employer means the City of Burlington ~~(except that the Burlington School Department shall not be considered a covered employer)~~, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.
- (d) Covered employee means an "employee" as defined below, who is employed by a "covered employer," subject to the following:
 - (1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington funded by the city, notwithstanding that the employee may be a temporary or seasonal employee;
 - (2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the city City of Burlington is a "covered employee."
- (e) Designated accountability monitor shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(ef) Employee means a person who is employed on a full-time or part-time regular basis ~~(i.e., nonseasonal)~~. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

(fg) Employer-assisted health care means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

(gh) Livable wage has the meaning set forth in section 21-82.

(i) Retaliation shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.

(j) Service contract means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property) A contract involving the furnishing of financial products, insurance products, ~~and~~ or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

Sec. 21-82. - Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage ("Livable Wage") as established under this article no less than:

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(1) For a covered employer that provides employer assisted health care, the livable wage shall be at least ~~nine dollars and ninety cents~~thirteen dollars and ninety four cents (~~\$13.949.90~~) per hour on the effective date of the ~~amendments is to this article [Dec. 19, 2001]~~.

(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least ~~eleven dollars and sixty eight cents~~fifteen dollars and eighty three cents (~~\$15.8311.68~~) per hour on the effective date of ~~the amendments to this article [Dec. 19, 2001]~~.

(3) ~~Tipped covered employees and other ee~~Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage ~~an hourly wage~~ which, when combined with the other compensation, will at least equal the Livable Wage as established under this article.

(b) The amount of the Livable Wage established in this section shall be adjusted by the chief administrative officer of the city, as of July ~~1st~~^{first} of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two-bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the joint fiscal office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two-bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to the first day of May preceding any such adjustment and prior to the first day of May of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by ~~publishing a notice in a newspaper of general circulation, by posting a written notice in a prominent place in City Hall, by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information an address of record to the chief administrative officer, by notice written letter to each such covered employer. However, once a Livable Wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.~~

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, ~~or personal, or combined time off leave.~~

Sec. 21-83. - Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article ~~[Dec. 19, 2001]~~. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the city's funds awarded by the City of Burlington are being expended by the covered employer.

Sec. 21-84. - Enforcement.

(a) ~~The City of Burlington shall require, as a condition of any~~Each service contract or grant covered by this article section, shall contain provisions requiring that the affected-covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this ordinance. confirming payment of a livable wage as a condition of entering into said contract or grant.The affected-covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The affected-covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief administrative officer of the City of Burlington within ten (10) business days from receipt of the City of Burlington's request.

OFFENSES AND MISCELLANEOUS PROVISIONS–
ARTICLE VI - Livable Wages

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to

(1) verification of an individual employee's compensation,

(2) production of payroll, health insurance enrollment records, or other relevant documentation, or

(3) evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

(i) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;

(ii) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;

(iii) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their legitimacy; and

(iv) - To refer credible complaints to the City Attorney's office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

(ed) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the City Attorney's office within one (1) year after the alleged violation. The City Attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the complaint. Prior to ordering any penalty provided in subsections (c), (f), or (g) below, the City Attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

officer appointed by the City Attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the City Attorney's office and the covered employer.

(eeb) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with an-affecteda covered employer from any court of competent jurisdiction, if the affected-covered employer has not complied with this article.

(fde) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(edg) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this ordinance, that complaint will be handled through the City's personnel procedures, not through the process outlined in this ordinance.

(fi-) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:

(i) The difference between the livable wage required under this article and the amount actually paid to the covered employee;

(ii) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;

(iii) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or of \$50 for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

(iv) Reinstatement in employment and/or injunctive relief; and

(v) Reasonable attorneys' fees and costs.

(ej) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person

OFFENSES AND MISCELLANEOUS PROVISIONS--
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shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

Sec. 21-85. - Other provisions.

(a) No ~~affected~~ covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this paragraph shall be deemed a violation of this article subject to the remedies of section 21-84.

(b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the Livable Wage as a result of amendments to this ordinance.

(~~bc~~) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection 21-85(~~ed~~), shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(~~ed~~) Notwithstanding subsection 21-85(~~bc~~), where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

(~~ee~~) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

(~~ef~~) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

Sec. 21-86. - Exemptions.

An partial or complete exemption from the any requirement of this article may be requested for a period not to exceed two (2) years:

- (a) By a covered employer where payment of the livable wage authorized based upon a determination that compliance with the livable wage requirement would cause substantial economic hardship; and
- (b) By the City of Burlington - where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provision or provisions or where granting the exemption would be in the best interests of the City.

A covered employer or grantee granted an exemption under this Section 21-86 may reapply for an exemption upon the expiration of the exemption.

Requests for exemption may be granted by majority vote of the City Council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee board of the city City of Burlington shall first consider such request and make a recommendation to the City Council. The decision of the City Council shall be final. shall consider the request for exemption with prior notice provided to the city council. A unanimous decision by the finance board shall be final. A split decision by the finance board is reviewable by the city council not later than the next meeting of the city council which occurs after the date of the finance board decision.

Sec. 21-87. - Severability.

If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

Section 21-88. Annual Reporting.

On or before April 15th of each year, the City Attorney's office shall submit a report to the City Council that provides the following information:

Page

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OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

An Ordinance in Relation to

(a) ~~all~~ list of all covered employers broken down by department;

(b) a list of all covered employers whose service contract did not contain the language
required by this article; and

(c) all complaints filed and investigated by the City Attorney's office and the results of
such investigation.

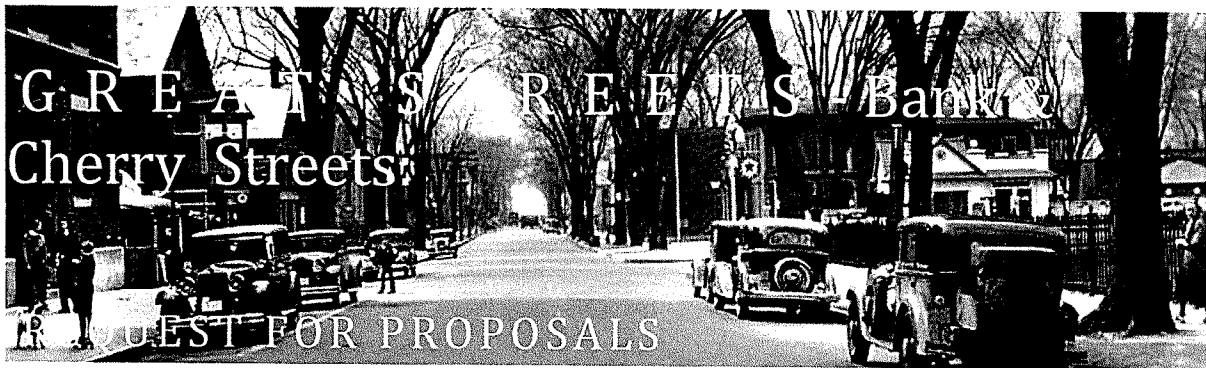
Sec. 21-89. Effective Date.

The amendments to this ordinance shall take effect on January 1, 2014, and shall not be
retroactively applied.

* Material stricken out deleted.

** Material underlined added.

lb/EBlackwood/c: Ordinances 2013/Offenses & Misc. Provisions, Article VI – Livable Wages, Sections 21-80 - 21-89
9/18/13; 10/16/13; 10/21/13



TO DEVELOP ENGINEERING & BID DOCUMENTS FOR SELECTED
DOWNTOWN BLOCKS



*A Joint Project of the Department of Public Works (DPW) and Community & Economic
Development Office (CEDO)*

The City of Burlington is issuing a Request for Proposals (RFP) for consultant services for a three-phase project to conduct design, engineering, permitting and construction administration resulting in a set of bid plans and documents to re-build several blocks of Bank and Cherry Streets. **This Request for Proposals** invites responses from qualified, experienced professionals.

Submittal Deadline: **January 5, 2018, 10:00 AM**

Request for Proposal Package: E-mail primary contact info & firm name to
LWheelock@burlingtonvt.gov and
dconger@dubois-king.com

Direct questions to:	Laura Wheelock Public Works Engineer (PM) Dept. of Public Works 645 Pine Street Burlington, VT 05401 LWheelock@burlingtonvt.gov (802) 540-0397	David Conger Municipal Project Manager DuBois & King, Inc. 6 Green Tree Drive South Burlington, VT 05403 dconger@dubois-king.com (802) 728-7225
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Both parties MUST be copied for questions to be valid

Questions due: December 27, 2017 at noon in writing

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1 OVERVIEW GREAT STREETS- BANK & CHERRY STREETS

The **Great Streets Initiative** culminates years of community planning efforts that have confirmed broad agreement for a well-designed, multi-use, multi-modal downtown street network that is linked to a more vibrant and inviting public realm at the heart of the City. Efforts began with the development and adoption of the *Street Design Guidelines*, and continued with the 2011 adoption of the *Downtown Tax Increment Finance (TIF) Plan* which called for about \$33,000,000 in public street and parking improvements to incent downtown investment. The vision of a livable, walkable city was further advanced thru the multi-year *Plan BTv: Downtown and Waterfront* process, adopted by City Council in 2013. Currently, *Draft Great Streets – Burlington Downtown Street Standards* can be found at <http://greatstreetsbtv.com>

In November 2016, the citizens of Burlington approved ~\$21M of TIF funded public infrastructure improvements. Anticipated increased tax revenue associated with the redevelopment of the existing Burlington Town Center will in part be utilized for the following public improvements.

- Cherry Street Streetscape Upgrades, including streetscape, stormwater, utility, lighting and multimodal transportation improvements.
- Bank Street Streetscape Upgrades, including streetscape, stormwater, utility, lighting, and multimodal transportation improvements.

The streetscape upgrades are to be developed in accordance with *Great Streets, Burlington Downtown Street Standards* and coordination with BTC Mall Associates, LLC. Development plans for the new Burlington City Center (BCC). The subject street blocks incorporated in this RFP are Cherry Street (Blocks 1-4) and Bank Street (Blocks 7-8) as shown in figure 1. The **Great Streets Initiative** and TIF funding reflects the City's commitment to invest in a high-quality public realm and sets the framework for subsequent capital street projects for the next decade.

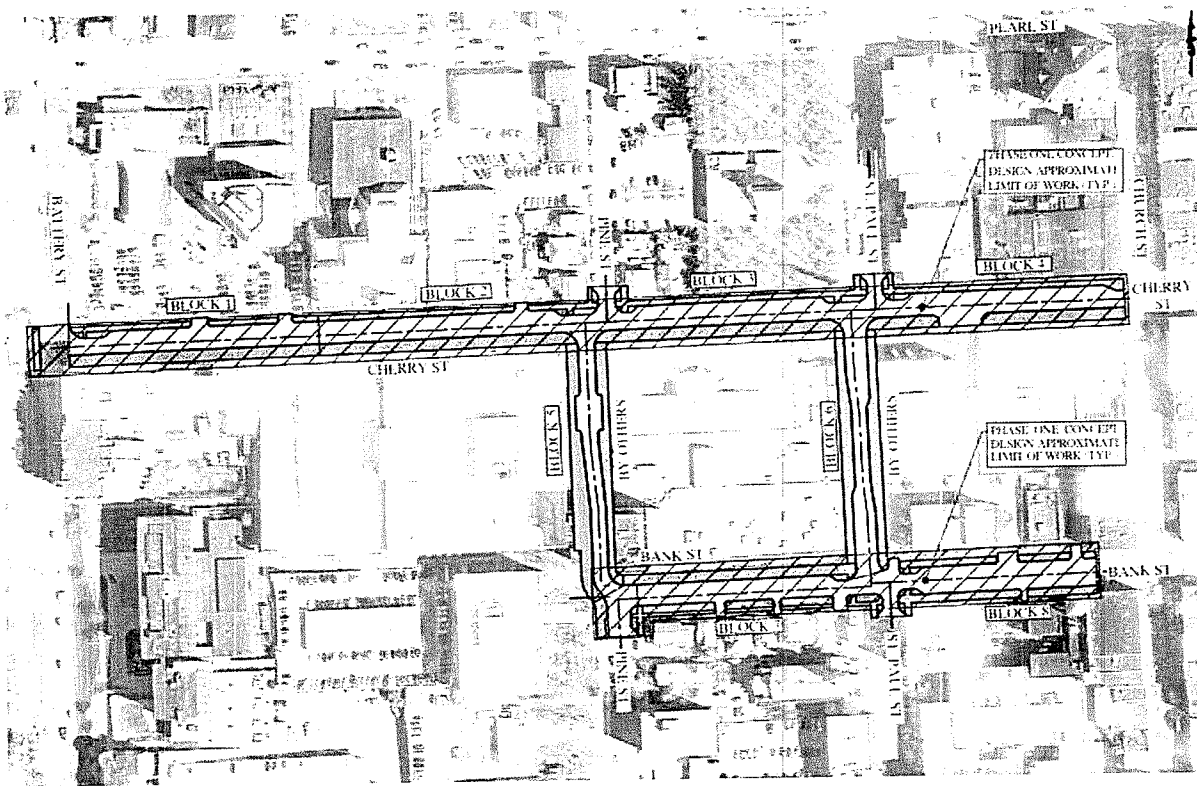


Figure 1: Phase One Limits

1.1 Request for Proposal Solicited

The City of Burlington is issuing a Request for Proposals (RFP) for consultant services for Burlington's **Great Streets- Bank & Cherry Streets** - to conduct engineering and permitting resulting in conceptual plans for six blocks on Bank Street & Cherry Street and a set of bid plans and documents to re-build three blocks of Cherry Street. The project includes several linked but distinct work components divided into multiple phases:

- Concept Design (30%) for **four blocks of Cherry Street and two blocks of Bank Street.**
- Design and (100%) Construction Documents for **three blocks of Cherry Street**
- Construction Administration for **three blocks of Cherry Street.**

1.2 Phase One

The **first phase** will include the 30% conceptual design and permitting for four blocks of Cherry Street and two blocks of Bank Street (See Figure 1). Conceptual design will be in accordance with **Great Streets: Burlington Downtown Street Standards**, herein after referred to as "standards". The development of these conceptual designs will be overseen by the Department of Public Works, with support from the Community and Economic Development Office (CEDO). This work will be completed prior to Friday June 29, 2018.

1.3 Phase Two

The **second phase** will develop design, engineering and construction documents for three blocks of Cherry Street (See Figure 2). This phase will be overseen by the Department of Public Works, with support from CEDO. Additional blocks listed as “By Others” in Figure 2 will be advanced in Phase Two by BTC Mall Associates, LLC. Burlington City Center (BCC) consultants.

The 100% documents and the street design will be directed by the conceptual design developed in Phase One from concept design to awarding of bids.

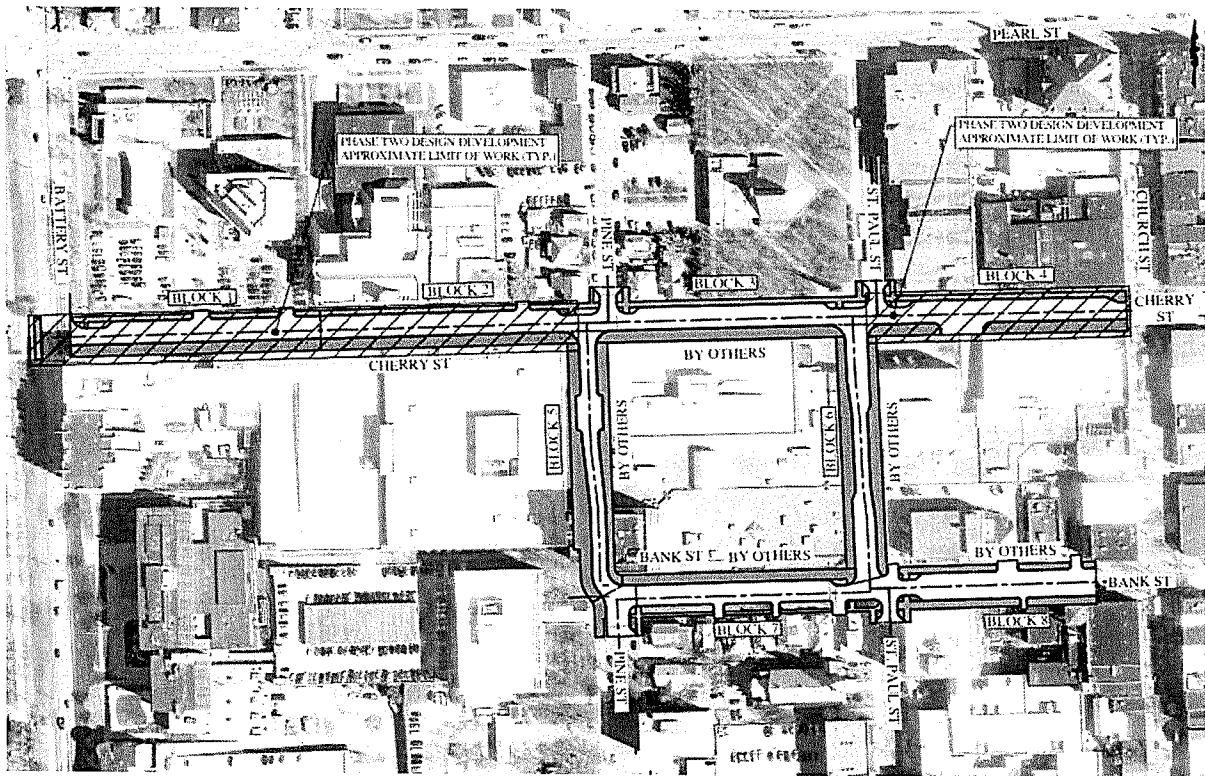


Figure 2: Phase Two & Phase Three Limits

1.4 Phase Three

The third phase will be for construction administration associated with the three blocks of Cherry Street designed in Phase Two (See Figure 2). This phase will be to provide the City with assurances as the designer of record in collaboration with the resident engineer that construction meets the original design intent.

2 PROPOSAL PROCESS

2.1 Proposal & Interview Process

With the issuing of this RFP, consultant teams are invited to submit formal proposals that detail the scope of work and budget, and to potentially participate in the finalist interview process. After reviewing the RFP submittals and interviewing the consultant teams, the Selection Committee (Committee) will identify its top choice and enter into negotiations resulting in a final contract agreement.

The City's Municipal Project Manager (MPM) will contact selected teams that submit a proposal by email to schedule a potential interview. Selected teams will choose an interview date and time, from among those available and provided by the MPM, in the order of receipt of proposals by the City. This notification will include the location and other pertinent information regarding the interview. Teams should be prepared to travel to Burlington for the interview with all or part of the Committee. The City reserves the right to request this interview in person, but may, at the City's discretion, substitute a telephone or Skype interview. The City will not assume any travel costs related to these interviews.

Within a reasonable period of time after the last interview, the Committee shall select the successful respondent(s) based on qualifications proposal, performance at the interview and fee. All applicants will be notified via email of the final awards. The successful respondent(s) will receive a written Notice of Award prior to execution of the written contract. If negotiations with the selected project team are unsuccessful, the City may begin negotiations with the next highest ranked team. **The City reserves the right to accept the entire proposal or a part of the proposal.**

2.2 Evaluation Criteria

All proposals and team interviews will be evaluated by the Committee using the following criteria as a measure of the applicant's ability to successfully complete the project scope of work. Consultants will be scored up to a maximum of 100 points based on the following:

Quality and Creativity of the proposed scope of work	15
Demonstration of Ability to complete complex tasks related to the development of conceptual design, construction and bid documents, apply for permits and maintain complex project schedules in such a way that provides continuity between phases.	25
Depth of Interdisciplinary Skills integrating engineering with street design, multi-modal use, place making, urban forestry, public art, lighting, LID storm water, maintenance and public engagement.	15
Level of Understanding of the project goals, and sensitivity to Burlington's distinct character, issues and needs.	20
Value of Services of the most experienced people doing the most work for the least cost resulting in the best product.	25
TOTAL	100

3 SCOPE OF WORK

3.1 Project Area

The project area for this Request for Proposals (RFP) for consultant services for Burlington's **Great Streets- Bank & Cherry Streets** - to conduct engineering and permitting resulting in conceptual plans is for six blocks on Bank Street & Cherry Street and a set of bid plans and documents to re-build three blocks of Cherry Street. The project includes several linked but distinct work components divided into multiple phases:

- Concept Design (30%) for **four blocks of Cherry Street and two blocks of Bank Street**. (See Figure 1)
- Design and (100%) Construction Documents for **three blocks of Cherry Street** (See figure 2)
- Construction Administration for **three blocks of Cherry Street**. (See figure 2)

3.2 Phase One- 30% Conceptual Design

Due to the importance of the BCC redevelopment and Cherry Street and Bank Street in the city's street network, this phase develops 30% design documents for the six city blocks shown in Figure 1- Conceptual Design Limits. This should including cross-sections at intersections and midblock intervals, profile, and layout views of the corridor.

The conceptual designs will synthesize the recommendations adopted in the *Great Streets – Burlington Downtown Street Standards*, *Burlington Street Design Guidelines* (adopted March 2011 as part of the *Burlington Transportation Plan*), the 2013 *NACTO Urban Street Design Guidelines* (adopted March 2015), the Vermont Agency of Transportation *Town Road and Bridge Standards* (January 2013), *planBTV Downtown & Waterfront Plan* (June 2013) and applicable stormwater planning such as the *College Street Green Stormwater Infrastructure Plan*. The designs will be further informed by the downtown network concepts recently adopted or currently under development as part of the *planBTV Walk Bike plan*, the *Downtown Parking & Transportation Plan* (adopted December 2015), *Residential Parking Plan* (approved January 2016), *Transportation Demand Management Action Plan*, and other reports and guidance listed in *Section 6 Project Resources*.

3.2.1 Project Schedule

A draft a project schedule for both Phases One and Two is included as **Attachment C**. This schedule should take into consideration the continued involvement of core internal stakeholders, the BCC team and regular updates to the Public Works Commission and others as needed. See **Attachment "C" – Conceptual Design and Construction Schedule** for the City's initial breakdown of the project schedule. Consultant to update schedule based on anticipated work breakdown. To meet the City's Development Agreement with BTC Mall Associates, the Conceptual Design (30%) documents are required to be completed prior to Friday June 29, 2018.

3.2.2 Topographic & Utility Survey

Perform topographic ground survey of the Phase One project limits in accordance with VTrans standard practices. In conjunction with ground survey, perform underground locating services to locate existing utilities. Contact appropriate utility owners to coordinate and make requests for all available existing utility information including record drawings, sketches, as-builts, etc. If available information is deemed inadequate to analyze conflicts, site visits will be coordinated with the existing utility owners to verify locations. This task will include the identification of utility poles and the presence of overhead lines.

- The City is currently attempting to procure topographic survey services for Bank Street Block 7 to advance BED undergrounding design work. Provide alternate cost estimate item to perform the survey for this block separate from the remaining Phase One project blocks in the event the City is unable to have the survey completed prior to issuance of this RFP's agreement.

3.2.3 Evaluation of Existing Conditions (Due Diligence)

During this phase of project development, all resources in the project area must be identified. These resources shall include as a minimum:

- Wetlands (if applicable)
- Archaeological and Historic
- Community Character/Aesthetics/Scenic Resources
- Right-of-Way
- Stormwater Treatment Options
- Research shall be conducted regarding: run and tie centerlines, subsurface characteristics (potentially including excavation to identify and locate existing utilities), and potential soil contamination
- Potential brownfield areas/concerns

In addition to identifying possible resource impacts, identification of possible permit needs shall be made at this time. For portions that impact the State Highway right-of-way, coordination will be necessary with the District Transportation Administrator (DTA), the Vermont Agency of Transportation (VTrans) Utilities & Permits Section and the VTrans Hydraulics Manual. If this project requires a Federal Environmental Assessment (EA) it should be completed by the project team. The EA update work may be included as part of this contract at the discretion of the City Project Manager.

3.2.4 Internal & External Stakeholder Interviews (City Departments & outside organizations)

The Consultant shall organize and facilitate interviews with internal and external stakeholders to review the Conceptual Design and gather input/identify key issues/opportunities for the design. The Consultant shall ensure that the interviews are properly documented.

Internal stakeholders include, but may not be limited to: Department of Public Works (DPW), Community and Economic Development Office (CEDO), Burlington Parks, Recreation and Waterfront (BPRW), Church Street Marketplace (CSM), Department of Planning & Zoning (DPZ), Burlington City Arts (BCA), Burlington Electric Department (BED), Burlington Telecom (BT), Burlington Police Department (BPD), Burlington Fire Department (BFD) as well as the City Council standing committee on Transportation/Energy/Utilities (TEUC) and the Public Works Commission.

External stakeholders include, but may not be limited to: Burlington City Center (BCC), Burlington Business Association, Local Motion, AARP, Marketplace Commission, Comcast, Fairpoint, neighborhood groups, and adjacent landowners and businesses.

3.2.5 Conceptual Plans (30%)

The Consultant shall review the previous plans, guidelines, and initiatives related to downtown streets as listed in *Section 6* to prepare Conceptual Plans (30%). Base conceptual plans on a three dimensional survey and include the following elements as a minimum:

- Title Page
- Typical Sections
- Base Plan and Profile Sheets showing the Project Centerline, stations, approximate Construction Limits and existing right-of-way delineation
- Plotting and Identification of any identified resources
- Cross Section with templates as appropriate
- Pavement Structure Thickness Design as appropriate
- Conceptual Traffic Control as appropriate
- Clear zones

Cost estimates for the concept should be prepared. Conceptual plans shall be presented at a public meeting, either as an agenda item at a City Council, TEUC and/or Public Works Commission meeting.

3.2.6 Public Review Process

The Consultant shall coordinate with the City Project Manager to organize, publicize and facilitate the Public Review Process. The Consultant team will present the conceptual plans and documents to the Public Works Commission, Transportation, Energy and Utility Committee and the City Council for formal adoption.

3.3 Phase Two- 100% Design for Cherry Street

The second phase of this project is to prepare design and construction documents for the extent of Cherry Street as shown in Figure 2, utilizing the Conceptual Design developed in Phase One. Phase Two tasks include 100% design, bid and construction documents. The City intends to construct this portion of Cherry Street during the 2019 or 2020 construction season.

3.3.1 Public / Stakeholder Meetings

The Consultant shall organize and facilitate interviews with internal and external stakeholders to understand specific concerns. Internal stakeholders include DPW, BED, and BPRW, as well as the TEUC. External stakeholders include neighborhood groups, and adjacent landowners and businesses.

The purpose of these interviews is to gather input and identify key issues / opportunities and to review the work of *Task 3.2* to evolve that portion of the conceptual plans into 100% Design documents. Any comments and/or concerns arising from this meeting are meant for consideration when developing the 100% design plan for this portion of Cherry Street. The Consultant shall ensure that the interviews are properly documented.

3.3.2 Preliminary Plans (60%)

Preliminary Plans (60%) and specifications shall be prepared and submitted for review including at a minimum:

- width and depth transitions
- roadside barriers
- cut to-fill transitions
- drives / curb cuts
- intersections
- drainage
- erosion prevention and sediment control
- traffic signs / pavement markings
- street lighting / furniture
- street furniture
- street trees
- landscape treatments
- signalization and staging
- traffic management / detours
- cross section templates
- construction limits
- plan sheet notes
- itemized quantity sheet
- pothole locate and condition assessment of subterranean utilities

Specifications shall be prepared in CSI format to coordinate work with BCC consultant design documents. Cost estimates should be updated and the preliminary plans should be presented at a public meeting, either as an agenda item at a City Council, TEUC and Public Works Commission meeting. Teams should be prepared to respond to a City review regarding constructability that includes third party review through a resident-engineering consultant.

3.3.3 Final Plans (100%), Cost Estimate and Bid Package

Final Plans (100%) and specifications shall be prepared and submitted for review including all requested changes to the plan elements and any additional details request during the City's Preliminary Plan review.

- Prepare finalized plans
- Update cost estimates
- Create bid package documents
- Submit plans to permitting agencies as required
- Develop Contract Plans, Quantities, Specifications, Contract Terms and Special Provisions

3.3.4 Utilities

In conjunction with design development, the Consultant shall:

- Coordinate with public and private utilities to analyze and present recommendations or options for consideration utility existing conditions, necessary upgrades, accommodation and relocation. (Note: Water, Stormwater, Sewer, Electric and Telecom are all City utilities. Private Telecom and Vermont Gas also exists.)

- Support the City in developing any required utility agreements/design/construction documents and permits
- Coordinate with property owners regarding access to utilities via right of way and ensure appropriate stubs are incorporated into the design.

3.3.5 Permit Coordination

The Consultant shall coordinate with the appropriate agencies regarding the need for these permits prior to the final submittal of the documents for tasks 3.3.2 and 3.3.3. Some permits may be obtained following the development of 100% final design; most agencies will want to see the detailed design plans before issuing any permits or signing off on the project. Permits may not be submitted until all requested corrections have been addressed and the City is satisfied that design issues are sufficiently resolved. Permits required for this task may include, but may not be limited to:

- Stormwater Discharge Permit
- Construction General Permit (NPDES)
- Stream Alteration Permit
- Conditional Use Determination
- Lakes & Ponds Permit
- Section 401, Water Quality Certificate
- Threatened & Endangered Species
- Section 404, US Army Corps of Engineers Permit 23
- VTrans Highway Access Permit (Title 19 V.S.A. §1111).

3.3.6 Right of Way / Easements

Prepare plans detailing land, rights and areas of permanent and temporary construction easements to support right of way acquisition as may be required by the City.

3.3.7 Bid Services

In support of project bid phase, the Consultant shall:

- coordinate and attend a pre-bid meeting
- be available during the bidding process to answer any technical questions about the project design.
- once bids are opened, the consultant will confirm that all required components of the bid have been submitted.
- conduct an analysis of the bids and will provide a recommendation to the City on award of the contract after review of the bids. The bid analysis will generally follow FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation dated January 20, 2004. This can be found at <http://www.fhwa.dot.gov/programadmin/contracts/ta508046.cfm>.

3.4 Phase Three- Construction Administration

Oversee construction administration for the duration of the construction project and provide the City with assurances as the designer of record to work in collaboration with the resident engineer to develop as-built construction plan sets that meet the original design intent.

3.4.1 Pre-Construction Conference

Attend and participate in a pre-construction conference with representatives from the City, Contractor, and Resident Engineer.

3.4.2 Request for Information

As designer of record, provide assistance throughout construction phase including answering questions relative to the design and participating in decisions relative to field changes.

3.4.3 Shop Drawing Review

As designer of record, review and approve contractor submitted shop drawings for compliance with bid documents and design intent.

3.4.4 Site Visits

Perform periodic site visits as necessary during construction at the direction of the City to review in coordination with Resident Engineer field conditions/changes.

3.4.5 Final Inspection

Attend and participate in a final inspection conference with representatives from the City, Contractor, and Resident Engineer.

3.4.6 Record Drawings

Produce record drawings utilizing Contractor and Resident Engineer markups. Record drawings to be prepared utilizing ACAD software exported in a deliverable PDF format

4 GENERAL REQUIREMENTS

4.1 Project Development Process

Project development will follow the procedures outlined in the VTrans Project Development Manual and MAB Handbook process, as determined by the City. This is not an MAB or VTrans project, but deliverables will by default meet standards as described in these documents unless otherwise authorized by the City. In some instances, the City may determine prior public process and/or adopted documents fulfill the requirements for these processes.

Submittals may include alternative approaches to completing the work or options. Project development process and deliverables will be closely coordinated with the City's Project Manager upon the selection of the Consultant.

4.2 Federal, State, and Local Standards

The development of the preliminary and final construction documents must follow all applicable design standards including local, state and federal unless an alternative is agreed to in writing by the City. The Consultant will review applicable standards and project implications with the City prior to designing elements to which those standards will apply. The City is not adverse to seeking waivers or exceptions where warranted.

Standards which should be consulted include but may not be limited to the following:

- Draft Great Streets: Burlington Downtown Street Standards
- Vermont Agency of Transportation 2013 Town Road and Bridge Standards
- Vermont Agency of Transportation 2011 Standard Specifications for Construction
- NACTO 2013 Urban Street Design Guidelines
- Burlington 2011 Street Design Guidelines (in the Burlington Transportation Plan)
- Highway capacity calculations in accordance with the latest version of the TRB's Highway Capacity Manual
- Other documents listed in Section 6

At this time, the City does not anticipate that this project will utilize federal funding sources. However, the City wishes to preserve its ability to use federal funding sources for the future implementation of downtown capital projects if necessary and available. Therefore, the Consultant should have experience with the federal NEPA process in the event that it is necessary for the development of design and construction documents. The Consultant should be prepared to address questions on how their approach to the project development could be adjusted to meet these requirements should it be necessary.

4.3 Project Management & Record Keeping

4.3.1 Schedules

The Consultant has primary responsibility for development and maintenance of a project schedule and work breakdown. The Consultant shall submit and maintain a schedule monthly with specified

milestone dates for the project and sub-schedules for project components. The schedules must allow for necessary review periods for all parties involved with the project.

4.3.2 Meetings, Minutes & Agendas

The Consultant is also responsible for running monthly team meetings and developing agendas for team review, taking minutes and tracking tasks. Minutes shall be task, findings, and planning oriented. All materials to be distributed at a public meeting, hearing or to the City's project team shall be reviewed and approved by the City's Project Manager at least one week prior to the meeting.

4.3.3 Record Keeping

The Consultant shall maintain a file containing all correspondence and documentation pertaining to the project for seven years.

4.3.4 Invoices

The Consultant shall submit invoices for the project team, including all sub-consultants, with a written status report once each month to the City Project Manager, which shall have the right to request supplemental information to ensure appropriate project progress and expenses. Invoices will include a task-based report of amount expended to date on each major task to verify project expenses billed to the City are consistent with the project scope of work.

4.4 Deliverables

All documents and plans, in either paper or electronic format, shall be the property of the City and shall be made available upon request during and upon completion of the project, or upon termination of the contract. All electronic files related to the project upon completion, or the draft stage at termination, including report text in MS Word and PDF format, files in AutoCAD format, GIS databases, Synchro traffic analysis files, VISSIM files, etc., will be provided to the City on CD/DVD or thumb drive.

Interim and final reports will also be supplied in an editable version, such as MS Word, InDesign or Publisher (to be determined in coordination with the City's Project Manager), as well as in PDF format. Design and Engineering documents will be provided in AutoCAD format according to the VTrans requirements (www.aot.state.vt.us/CADDhelp/Default.htm).

5 PROPOSAL SUBMITTAL

5.1 Proposal Requirements

All Consultants or Consultant teams will be required to prepare a formal Proposal and potentially deliver a presentation of its content at a scheduled interview.

The proposal shall contain the following items:

5.2 Consultant Responsibilities

The City seeks Consultant teams lead by an experienced engineering design firm with a deep understanding of the critical impact of street design on the character, quality and livability of the City's public realm. The selected consultant will have experience overseeing the implementation of complex projects and the integration of all sub-consultants and disciplines into an efficient and successful project. The Consultant team will be experienced in and responsible for:

- using and following the procedures outlined in the Vermont Agency of Transportation's Project Development Manual and MAB Handbook
- team development and maintenance of the Project Schedule and ongoing tasks related to project development and communication, including running monthly team meetings, taking minutes and tracking tasks
- coordinating, running and facilitating public meetings and alternative presentation meetings
- conducting supplemental studies and reports
- conducting alternatives analyses
- recommending a preferred alignment and preparing conceptual plans
- providing and coordinating an array of expertise, design and engineering services on all elements of the plan set including streetscape and stormwater management design, submitting permits, preparing estimates at each design submission phase, testifying in hearings, and successfully carrying out all the elements of this project so that construction may commence within a timely fashion
- extensive ongoing coordination with the public, private property owners, resource agencies and possibly Vermont Agency of Transportation and/or CCRPC.

5.3 Consultant Qualifications

The Consultant selected shall demonstrate a background in practicing sustainable design and engineering approaches to improve economic, social, and ecological well-being of communities. The project team shall demonstrate well-rounded expertise in, but not limited to, the following disciplines:

- Civil, traffic and structural engineering
- Underground/above ground utility design (lighting, electrical, mechanical, telecom and water)
- Mixed-use, multi-modal street & intersection design
- Urban design / landscape architecture
- Bicycle/pedestrian facility engineering and design
- Stormwater and CSO infrastructure
- Public engagement

- Environmental compliance and permitting

The successful Consultant team shall also:

- be familiar with local, state and federal environmental laws and regulations, permit application and right-of-way acquisition processes;
- possess a demonstrated ability to conduct effective and participatory public workshops, meetings, hearings and public outreach; and
- practice project management and oversight using methods and tools consistent with the project management profession.

Key individual Consultant team member experiences and project role should be identified.

5.3.1 Technical Proposal

The technical proposal should clearly articulate the team's understanding of and approach to the required scope of work.

- Discussion of Consultant team philosophy regarding conceptual design and understanding of City's commitment to its public realm based on review of documents referenced within this RFP.
- Description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work, as outlined in this RFP, and any insights into the project gained as a result of developing the proposal.
- Scope of work including steps to be taken and the product deliverables that result from each task.
- Proposed schedule that indicates project milestones for each of the phases and overall time for completion.
- Specific discussion of how the Consultant team will integrate work in coordination with the BTC Mall Associates, LLC. Burlington City Center Team consultants and utility companies to ensure consistency between the development of the conceptual design through construction.
- Other information deemed necessary to clearly communicate the proposal.

5.3.2 Cost Proposal

The technical proposal should clearly articulate the costs required to complete each major task in the required scope of work. The proposal shall contain the following items:

- Summary of estimated labor hours of the consultant team to complete the tasks and sub tasks outlined in the scope of work; clearly identify the hours to be completed by each team member by each task.
- A composite schedule, organized by tasks and subtasks of direct labor hours and costs.
- An itemized schedule of all expenses, including labor and direct expenses according to these tasks. If the use of sub-consultants is proposed, a separate schedule of hours and expenses must be provided for each sub-consultant.
- Estimate of reimbursable expenses related to travel and other (list expected reimbursables) costs. Consultants will not be reimbursed for expenses related to the preparation of proposals and/or travel to participate in interviews.

- Alternate cost estimate item to perform the topographic and utility survey for Cherry Street Block 7.

5.4 Submittal Requirements

In order to be considered, all submissions must comply with the following requirements:

5.4.1 Consultant Intent to Submit

By 4 PM, December 22, 2017, all consultants, **to be considered eligible to bid**, must submit the required form Attachment A via email indicating their intent to Bid to Laura Wheelock, Public Works Engineer at LWheelock@burlingtonvt.gov and David Conger, P.E., MPM at dconger@dubois-king.com

5.4.2 Delivery of Proposals

- Proposals must be received by the Public Works Engineer by 10:00 AM, January 5, 2018 at the address listed on Page 1 of this RFP. All Proposals must be received by the City of Burlington no later than the deadline. Proposals and/or modifications received after this time will not be accepted or reviewed.
- The Proposal must be **double-sided** with no acetate or plastic covers. The Proposal must not exceed 30 sheets (60 pages as a double-sided document) and all pages should be numbered consecutively.
- All submissions must be submitted in print and electronically as a PDF. Submit three (3) printed copies along with one (1) PDF copy (CD or other digital media) in a single package. Clearly indicate on the outside of the sealed package: "Proposals for Great Streets Bank & Cherry Streets Services Due January 5, 2018 by 10 AM"
- Faxed proposals **will not** be accepted.

5.4.3 Delivery of Presentation materials

A PDF format of the final presentation materials used during the interview shall be provided to the City at the conclusion of the presentation. The presentation document must be easily printable in an 8.5"x11" format.

5.5 Other Terms

Consultant teams submitting proposals should be familiar with the City's terms and policies, including:

- The City of Burlington reserves the right to accept or reject any or all Proposals, with or without cause. All decisions related to this solicitation by the City will be final.
- The City reserves the right to negotiate or modify proposals based on tasks, or subtasks, within the constraints of identified funding sources.
- This solicitation in no way obligates the City of Burlington to award a contract.
- The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
- Costs for preparing the Proposal in response to this request are solely the responsibility of the respondent/consultant. All print and digital materials submitted as part of this proposal become property of the City and will not be returned.
- Equal Opportunity – The selection of consultant shall be made without regard to race, color,

sex, age, religion, national origin, or political affiliation. The City of Burlington is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

- Insurance Requirements—All consultant teams should familiarize themselves with and be prepared to sign an agreement containing requirements related to the standard insurance requirements for City Projects attached in **Attachment “D”**.
 - All City consultants and sub consultants shall furnish the City with a certificate of Liability Insurance as specified by the City at the time of contract. The certificate shall name the City of Burlington and any subcontractors as an additional insured for the work the contractor will be doing. Either a Certificate of Workers' Compensation Insurance OR a waiver form (hold harmless agreement) is also required. The Federal W-9 Form will be completed and returned to the City, if applicable.
 - Before commencement of work, the insurance certificates testifying to coverage of workers' compensation, public liability, property damage and automobile liability insurance shall be submitted to the City.
- Local Ordinance Compliance-- All contracts with the City of Burlington will be in accordance with all applicable Federal, State and local laws, regulations and ordinances. Respondents are encouraged to make themselves familiar with the City of Burlington's Code of Ordinances; including, but not limited to those listed below, and be prepared to sign a master on-call agreement related to these ordinances. These pre-qualifications will also apply to all subcontractors.
 - Livable Wage Ordinance: In the event a work assignment exceeds \$15,000, or when combined with other contracts within the last 12 months exceeds \$15,000, the consultant will be required to comply with the Burlington Livable Wage Ordinance and shall provide the required certification attesting to compliance with the ordinance.
 - Non-Outsourcing Ordinance: In the event that contract amounts exceed \$50,000, consultants will be required to comply with the Burlington Non-Outsourcing Ordinance, and shall provide the required certification attesting to compliance with this ordinance as a condition of executing the contract.
 - Union Deterrence Ordinance: In the event that contract amounts exceed \$15,000, consultants will be required to comply with the Burlington Union Deterrence Ordinance and shall provide the required certification attesting to compliance with this ordinance as a condition of executing the contract.

5.6 Questions

It is important that all respondents are given clear and consistent information. Therefore, **all respondents/consultants are required to submit any questions related to this project or RFP process via email**. The City of Burlington will distribute a list of questions and answers via email to all firms invited to submit a proposal; this will be sent to the primary contact as indicated in the firm's request for the RFQ.

Direct all questions regarding this RFP to Laura Wheelock, Public Works Engineer at LWheelock@burlingtonvt.gov and David Conger, P.E., City Consultant at dconger@dubois-king.com . **Both parties MUST be copied for questions to be valid. Questions will be accepted until noon on December 27, 2017** to ensure all parties have adequate time to review the answers.

5.7 Anticipated Schedule

The City has outlined the following anticipated schedule of activities related to this RFP. Consultants should acknowledge their understanding of and ability to meet this schedule in the required cover letter.

The City retains the right to change this schedule, and will notify those firms invited to participate in the RFP in the event changes do occur.

Activity	Anticipated Date
Intent to Submit Form	December 22, 4 PM
Questions Regarding RFP	December 27, 2017 by noon
Proposals Due to City	January 5, 2018 by 10 am
Interviews with Consultant Teams (if any)	Week of January 8 th
Select Consultant	January 22, 2018
Award Contract	January 26, 2018
Phase One Completion	No Later Than June 29, 2018
Phase Two Completion	December 11, 2019

6 PROJECT RESOURCES

Consultant should be familiar with the policies, plans and procedures contained in the following documents:

- Great Streets- Burlington Downtown Street Standards (Draft)
- Burlington Transportation Plan 2011
- Burlington Street Design Guidelines
- Burlington Electric Department Street Lighting Policy
- Downtown Parking & Transportation Plan (December 2015)
- Residential Parking Plan (January 2016)
- Transportation Demand Management Action Plan (Draft)
- planBTV Downtown & Waterfront (2013)
- planBTV Burlington Parks Master Plan (2015)
- planBTV Walk Bike (Draft)
- Downtown Tax Increment Finance (TIF) Plan
- NACTO Urban Street Design Guidelines 2013
- Vermont Agency of Transportation Town Road and Bridge Standards (January 2013)
- Vermont Agency of Transportation 2011 Standard Specifications for Construction
- Vermont Agency of Transportation Project Development Manual
- Illuminating Engineering Society Standards

7 ATTACHMENT "A"

Consultant Intent to Submit

This page must be signed and returned by 4 PM, December 22, 2017, all consultants, to be considered eligible to bid, must submit via email indicating their intent to submit to Laura Wheelock, Public Works Engineer at LWheelock@burlingtonvt.gov and David Conger, P.E., MPM at dconger@dubois-king.com

I acknowledge that I have read and understand all procedures and requirements of the above referenced RFP and intend to submit a proposal in accordance with the associated submission requirements.

Consultant Team: _____

Consultant Address: _____

Consultant Phone: _____

Representative's Printed Name: _____

Representative's Signature: _____

Date: _____

8 ATTACHMENT 'B'

Understanding of Great Streets Bank & Cherry Streets RFP Procedure, Terms and Conditions

This page must be signed and returned with proposal submissions.

I acknowledge that I have read and understand all procedures and requirements of the above referenced RFP and have complied fully with the general terms and conditions outlined in the RFP.

Consultant Team: _____

Representative's Printed Name: _____

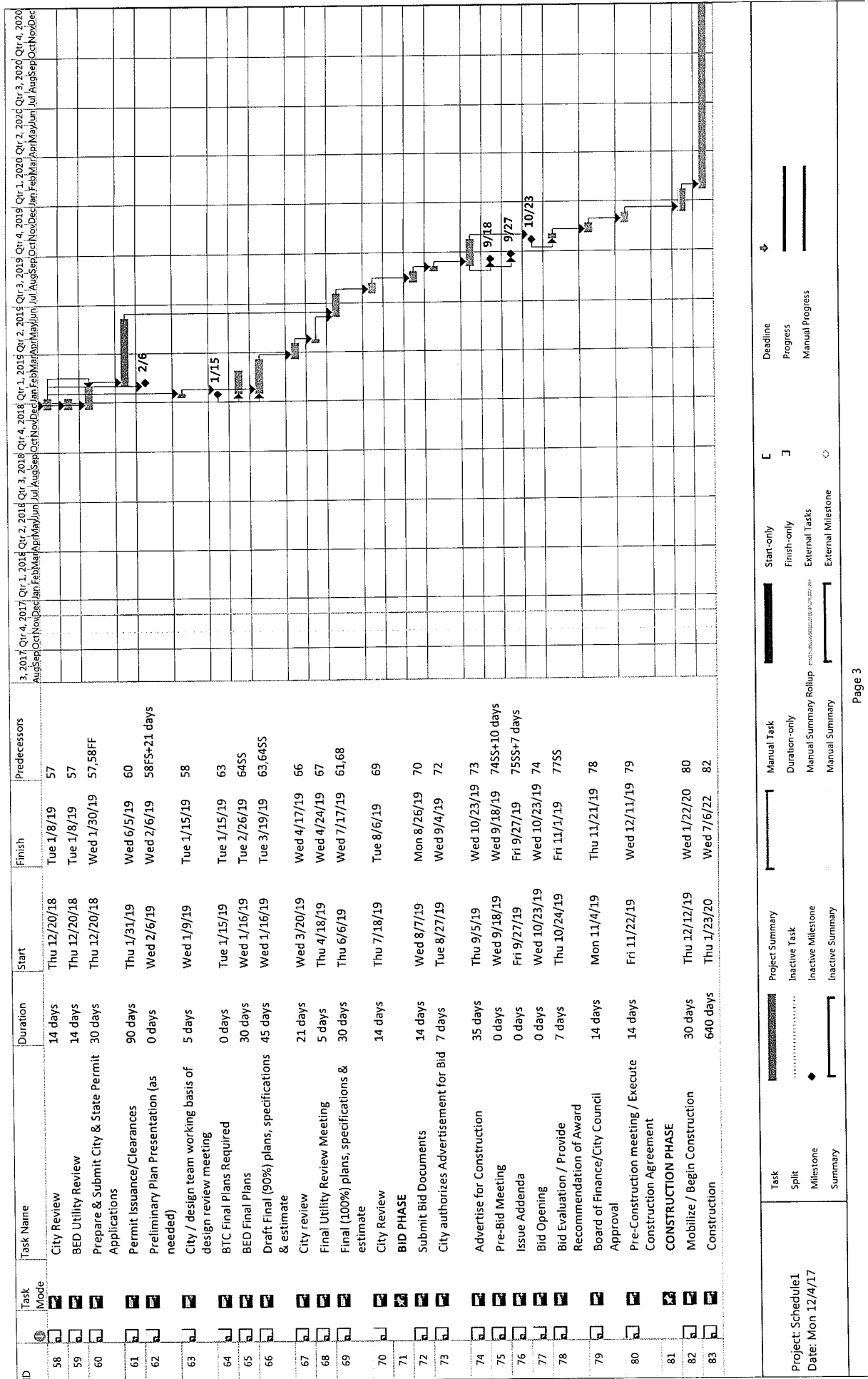
Representative's Signature: _____

Date: _____

9 ATTACHMENT “C” - CONCEPTUAL DESIGN AND CONSTRUCTION SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	3, 2017 Aug-Sep	Qtr 4, 2017 Oct-Nov	Qtr 1, 2018 Dec-Jan	Qtr 2, 2018 Feb-Mar	Qtr 3, 2018 Apr-May	Qtr 4, 2018 Jun-Jul	Qtr 1, 2019 Aug-Sep	Qtr 2, 2019 Oct-Nov	Qtr 3, 2019 Dec-Jan	Qtr 4, 2019 Feb-Mar	Qtr 1, 2020 Apr-May	Qtr 2, 2020 Jun-Jul	Qtr 3, 2020 Aug-Sep	Qtr 4, 2020 Oct-Nov
1	Task	CITY DESIGN PROCUREMENT																		
2	Task	Prepare Design Advertisement	21 days	Mon 11/13/17	Mon 12/11/17															
3	Task	Advertise for Design RFP	19 days	Tue 12/12/17	Fri 1/5/18	2														
4	Task	City RFP Evaluation	7 days	Mon 1/8/18	Tue 1/16/18	3														
5	Task	Board of Finance/City Council Approval	4 days	Wed 1/17/18	Mon 1/22/18	4														
6	Task	Award Contract	4 days	Tue 1/23/18	Fri 1/26/18	5														
7	Task	CONCEPTUAL DESIGN (Phase One)																		
8	Task	City / Design Team Kick Off Meeting	0 days	Fri 1/26/18	Fri 1/26/18	6														
9	Task	BTC Conceptual Plans Required	0 days	Fri 1/26/18	Fri 1/26/18	8SS														
10	Task	Initial Utility Review Meetings (BED & Private)	5 days	Mon 1/29/18	Fri 2/2/18	9														
11	Task	BED Conceptual Plans	30 days	Mon 2/5/18	Fri 3/16/18	10														
12	Task	Topographic Survey & Base Plan	15 days	Mon 1/29/18	Fri 2/16/18	8SS														
13	Task	Conceptual Plans (30%)	50 days	Mon 1/29/18	Fri 4/6/18	12FF, 9SS, 11FF														
14	Task	City Review	14 days	Mon 4/9/18	Thu 4/26/18	13														
15	Task	Public Comment Period	21 days	Fri 4/27/18	Fri 5/25/18	14														
16	Task	Public Presentation of Concept	0 days	Mon 5/7/18	Mon 5/7/18	14FS+7 days														
17	Task	Presentation to DPW Commission	0 days	Wed 5/16/18	Wed 5/16/18															
18	Task	Presentation to City Council Transp. & Utility Committee	0 days	Tue 5/22/18	Tue 5/22/18															
19	Task	City Council Packet	0 days	Tue 6/12/18	Tue 6/12/18															
20	Task	City Council	0 days	Fri 6/22/18	Fri 6/22/18															
21	Task	Basis of Design Document	14 days	Mon 5/28/18	Thu 6/14/18	14FS+21 days														
22	Task	Conceptual Design Deliverable to BTC Team	0 days	Fri 6/29/18	Fri 6/29/18	21														
23	Task	BTC Preliminary Plans Required	0 days	Fri 6/29/18	Fri 6/29/18	22SS														
24	Task	DESIGN (Phase Two)																		
25	Task	BED Preliminary Plans	60 days	Fri 6/29/18	Wed 9/19/18	23SS														
26	Task	Preliminary Plans & Specifications (60%)	125 days	Fri 6/29/18	Wed 12/19/18	22SS, 23SS														
27	Task	City Review	14 days	Thu 12/20/18	Tue 1/8/19	26														
28	Task	BED Utility Review	14 days	Thu 12/20/18	Tue 1/8/19	26														
29	Task	Prepare & Submit City & State Permit Applications	30 days	Thu 12/20/18	Wed 1/30/19	26, 27FF														
30	Task	Permit Issuance/Clearances	90 days	Thu 1/31/19	Wed 6/5/19	29														
Project Schedule 1 Date: Mon 12/4/17							Task Split Milestone Summary Project Summary Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks External Milestone Deadline Progress Manual Progress													

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	3, 2017	Qtr 4, 2017	Qtr 1, 2018	Qtr 2, 2018	Qtr 3, 2018	Qtr 4, 2018	Qtr 1, 2019	Qtr 2, 2019	Qtr 3, 2019	Qtr 4, 2019	Qtr 1, 2020	Qtr 2, 2020	Qtr 3, 2020	Qtr 4, 2020
31		Preliminary Plan Presentation (as needed)	0 days	Wed 2/6/19	Wed 2/6/19	27FS+21 days														
32		City / design team working basis of design review meeting	5 days	Wed 1/9/19	Tue 1/15/19	27														
33		BTC Final Plans Required	0 days	Tue 1/15/19	Tue 1/15/19	32														
34		BED Final Plans	30 days	Wed 1/16/19	Tue 2/26/19	33SS														
35		Draft Final (90%) plans, specifications & estimate	45 days	Wed 1/16/19	Tue 3/19/19	32,33SS														
36		City review	21 days	Wed 3/20/19	Wed 4/17/19	35														
37		Final Utility Review Meeting	5 days	Thu 4/18/19	Wed 4/24/19	36														
38		Final (100%) plans, specifications & estimate	30 days	Thu 6/6/19	Wed 7/17/19	37,30														
39		City Review	14 days	Thu 7/18/19	Tue 8/6/19	38														
40		BID PHASE																		
41		Submit Bid Documents	14 days	Wed 8/7/19	Mon 8/26/19	39														
42		City authorizes Advertisement for Bid	7 days	Tue 8/27/19	Wed 9/4/19	41														
43		Advertise for Construction	35 days	Thu 9/5/19	Wed 10/23/19	42														
44		Pre-Bid Meeting	0 days	Wed 9/18/19	Wed 9/18/19	43SS+10 days														
45		Issue Addenda	0 days	Fri 9/27/19	Fri 9/27/19	44SS+7 days														
46		Bid Opening	0 days	Wed 10/23/19	Wed 10/23/19	43														
47		Bid Evaluation / Provide Recommendation of Award	7 days	Thu 10/24/19	Fri 11/1/19	46SS														
48		Board of Finance/City Council Approval	14 days	Mon 11/4/19	Thu 11/21/19	47														
49		Pre-Construction meeting / Execute Construction Agreement	14 days	Fri 11/22/19	Wed 12/11/19	48														
50		CONSTRUCTION PHASE (Phase Three)																		
51		Mobilize / Begin Construction	30 days	Thu 12/12/19	Wed 1/22/20	49														
52		Construction	640 days	Thu 1/23/20	Wed 7/6/22	51														
53		<New Task>																		
54		BCC TEAM																		
55		DESIGN PHASE																		
56		BED Preliminary Plans	60 days	Fri 6/29/18	Wed 9/19/18	23														
57		Preliminary Plans & Specifications (60%)	125 days	Fri 6/29/18	Wed 12/19/18	56SS														



10 ATTACHMENT “D”- DRAFT AGREEMENT

DRAFT AGREEMENT
PROJECT: Great Streets-Bank & Cherry Streets

CITY OF BURLINGTON, VERMONT
CONTRACT AGREEMENT
GREAT STREETES-BANK & CHERRY STREETS

THIS AGREEMENT is made this _____ day of _____, 2018, by and between the City of Burlington, VT, hereinafter referred to as the CITY and _____, a Vermont corporation, with its principal place of business in _____, hereinafter referred to as the CONSULTANT.

The CITY wishes to employ the CONSULTANT for Great Streets-Bank & Cherry Streets in Burlington, Vermont.

WHEREAS the CONSULTANT is ready, willing, and able to perform the required services;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK

The CONSULTANT shall provide services necessary to ensure the successful completion of the project under consideration as set forth in Request for Proposals from the Department of Public Works dated _____ and CONSULTANT'S Response and Proposal dated _____, which are incorporated herein and made a part of this Agreement. The outcome of this work is the completion of design engineering services for the _____.

Should it become necessary for the CONSULTANT to procure sub-Consultant services, this selection will be subject to approval. It is expected that any solicitations by the CONSULTANT will include reference to the Federal Equal Employment Opportunity (Executive Order 11246), the FHWA Title VI Non-Discrimination Program, Vermont Agency of Transportation's Disadvantaged Business Enterprises Policy (CA-110) and the CITY'S Livable Wage Ordinance.

If there is a conflict in the requirements found in the documents adopted by reference in this Agreement; the provisions in the document listed higher in order shall take precedence over the provision in the documents lower on the list of Attachments in this Agreement.

2. BEGINNING OF WORK AND TERMINATION

- A. Consultant agrees to commence and complete the construction described as follows:
Great Streets-Bank & Cherry Streets, Burlington, Vermont.
- B. The Consultant will commence the Work required by the Request for Proposals on the date of issuance of the Notice to Proceed and will complete the same by _____

unless the period for completion is extended otherwise by the Contract Documents. The Consultant acknowledges that the date of beginning and the time for completion of the Work are essential conditions of the Contract Documents.

3. THE AGREEMENT FEE

A. General. The CITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for performance of all services and expenses (including those of sub-Consultant) encompassed under this Agreement, payment at the rates specified in the CONSULTANT's response to the CITY'S request for proposals and proposal submitted dated _____.

B. Maximum Limiting Amount. The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of \$ _____, without duly authorized written approval.

4. PAYMENT PROCEDURES

One copy of each invoice and backup documentation for expenses shall be submitted to:

Laura Wheelock PE
Public Works Engineer
Department of Public Works
645 Pine Street
Burlington, VT 05401

Invoices may be emailed to: LWheelock@burlingtonvt.gov.

5. ATTACHMENTS

The following attachments are adopted by reference and made part of this Agreement:

ATTACHMENT A – Burlington Standard Contract Conditions

ATTACHMENT B – Insurance Certificate(s) from Consultant

ATTACHMENT C – Livable Wage Ordinance Form, dated _____.

ATTACHMENT D – Burlington Ordinance Requirements

ATTACHMENT E – Department of Public Works, Request for Proposals including Questions/Responses, dated _____.

ATTACHMENT F – Consultant's response to CITY's Request for Proposals and Proposal with itemized expenses by item, dated _____.

If a provision in a document incorporated by reference conflicts or contradicts this Agreement, then the terms of this Agreement prevail. If a provision in the Consultant's Proposal conflicts with a provision in another attachment or an appendix, then the other attachment or appendix provision shall prevail.

IN WITNESS WHEREOF, Owner and Consultant have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Consultant. All portions of the Contract Documents have been signed or identified by Owner and Consultant or on their behalf.

This Agreement will be effective on _____, 2018.
(which is the Effective Date of the Agreement).

OWNER:
_____ City of Burlington _____

Signature _____

Title _____

Witness Name _____

Signature _____

Address for giving notices:

_____ 645 Pine Street _____

_____ Burlington, VT 05401 _____

CONSULTANT:

Signature _____

Title _____

Witness Name _____

Signature _____

Address for giving notices:

Owner
Designated Representative:

Name: _____

Title: _____

Phone(s): _____

Consultant
Designated Representative:

Name: _____

Title: _____

Phone(s): _____

City of Burlington ONLY:

Approved as to form and substance by the City Attorney Office:

Date

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ATTACHMENT A - BURLINGTON STANDARD CONTRACT CONDITIONS

Wherever used, abbreviations may be used in place of a word or phrase and definitions may be used to interpret statements for the meaning of words phrases or expressions. The intent and meaning for abbreviations and definitions shall be interpreted as herein set forth:

AGC	Associated General Consultants of America
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
AWWA	American Water Works Association
CADD	Computer Aided Drafting and Design
CES	Consultant Engineering Services
CFR	Code of Federal Regulations
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EDM	Electronic Data Media
FSS	Federal Specifications and Standards
IBC	International Building Code
IPC	International Plumbing Code
NEC	National Electrical Code
SIR	Self Insured Retention
USC	United States Code
USEPA	United States Environmental Protection Agency
VOSHA	Vermont Occupational Safety and Health Act
VSA	Vermont Statutes Annotated
WEF	Water Environment Association

1. INDEMNIFICATION:

The CONSULTANT will act in an independent capacity and not as officers or employees of the CITY. The CONSULTANT agrees that it shall indemnify, defend, and hold harmless the CITY, its officers, agents and employees from and against all losses and all claims, including attorneys' fees, demands, payments, suits, actions, recoveries, and judgments of every nature, and description brought or recovered against them by reason of any act or omission, intentional or negligent, of the said CONSULTANT, its agents, or employees, in the execution of the Work or performance of the services to be provided under this Agreement or in guarding the same.

CITY is responsible for its own actions. The CONSULTANT is not obligated to indemnify the CITY or its officers, agents and employees for any liability of the OWNER, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

In the event the CITY, its officers, agents or employees are notified of any claims asserted against it or them to which this indemnification clause may apply, the CITY or its officers, agents and employees shall immediately thereafter notify the CONSULTANT in writing that a claim to which the indemnification agreement may apply has been filed.

2. RELATIONSHIP:

The parties agree that the CONSULTANT is an independent CONSULTANT. To that end, the CONSULTANT shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. City shall provide the CONSULTANT with no specific instructions or training in how to provide the required services, except to the extent required by law or regulation. The CONSULTANT shall provide its own tools, materials or equipment. The parties agree that neither the CONSULTANT nor its Principal is an employee of City or any of its departments, agencies, or related entities. The parties also agree that neither the CONSULTANT nor its Principal is entitled to any employee benefits from City. CONSULTANT understands and agrees that it and its Principal have no right to claim any benefits under the Burlington Employee Retirement System, City's worker's compensation benefits, health insurance, dental insurance, life insurance or any other employee benefit plan offered by City. The CONSULTANT agrees to execute any certifications or other documents and provide any certificates of insurance required by City and understands that this contract is conditioned on its doing so, if requested.

The CONSULTANT understands and agrees that it is responsible for the payment of all taxes on the above sums and that City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

The CONSULTANT shall furnish and pay the cost, including taxes (except tax exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation, and perform all the Work required for the construction of all items listed and itemized under the Bid Schedule of the Bidder's Proposal attached hereto in strict accordance with the Plans, Specifications and requirements, general conditions and appendix which are attached hereto and made a part hereof, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

3. INSURANCE:

Prior to beginning any work, the CONSULTANT shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the CITY. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the CITY, must be received prior to the effective date of the Agreement. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the CITY. In the event that this Contract extends to greater than one year, evidence of continuing coverage must be submitted to the CITY on an annual basis. Certified copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker's compensation) shall name the CITY as an additional insured for the possible liabilities resulting from the CONSULTANT's actions or omissions. It is agreed that the liability insurance furnished by the CONSULTANT is primary and non-contributory for all the additional insured.

The CONSULTANT is responsible to verify and confirm in writing to the CITY that:

(a) All SUB-CONSULTANTS, agents or workers meet the minimum coverage and limits

plus maintain current certificates of coverage for all SUB-CONSULTANTS, agents or workers. SUB-CONSULTANTS must comply with the same insurance requirements as the CONSULTANT.

(b) All coverage shall include adequate protection for activities involving hazardous materials.

(c) All work activities related to the agreement shall meet minimum coverage and limits.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the CONSULTANT for the CONSULTANT's operations. These are solely minimums that have been developed and must be met to protect the interests of the CITY.

GENERAL LIABILITY AND PROPERTY DAMAGE:

With respect to all operations performed by the CONSULTANT, SUB-CONSULTANTS, agents or workers, it is the CONSULTANT's responsibility to insure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to and with limits not less than:

1. Premises Operations
2. Independent CONSULTANTS' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

1. General Aggregate	\$2,000,000
2. Products-Completed/Operations Aggregate	\$2,000,000
3. Personal & Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (Any one fire)	\$ 250,000
6. Med. Expense (Any one person)	\$ 5,000

WORKERS' COMPENSATION: With respect to all operations performed, the CONSULTANT shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all SUB-CONSULTANTS and SUBCONSULTANTS carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

- (a) Bodily Injury by Accident: \$500,000 each accident
- (b) Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

PROFESSIONAL LIABILITY INSURANCE:

- (a) General. The CONTRACTOR shall carry architects/engineers professional liability insurance covering errors and omissions made during their performance of contractile duties with the following minimum limits:
 - \$2,000,000 - Annual Aggregate
 - \$2,000,000 - Per Occurrence
- (b) Deductibles. The CONSULTANT is responsible for any and all deductibles.
- (c) Coverage. N/A

AUTOMOBILE LIABILITY: The CONSULTANT shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the agreement. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

UMBRELLA LIABILITY:
\$1,000,000 Each Event Limit
\$1,000,000 General Aggregate Limit

COMPLIANCE WITH LAWS

4. GENERAL COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Agreement shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both parties. If, for any reason, a provision in the Agreement is unenforceable or invalid, that provision shall be deemed severed from the Agreement, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Agreement.

5. CIVIL RIGHTS and EQUAL EMPLOYMENT OPPORTUNITY

During performance of the Agreement, the CONSULTANT will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information.

The CONSULTANT shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60). The CONSULTANT shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 CFR § 21 through Appendix C, and Regulations under 23 CFR§710.405 (b). Accordingly, all subcontracts shall include reference to the above. The CONSULTANT shall comply with all the requirements of Title 21, VSA, Chapter 5, Subchapter 6 and 7, relating to fair

employment practices to the extent applicable. A similar provision shall be included in any and all subcontracts.

6. CHILD SUPPORT PAYMENTS

By signing the Contract, the CONSULTANT certifies, as of the date of signing the Agreement, that they are (a) not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the CONSULTANT is a sole proprietorship, the CONSULTANT's statement applies only to the proprietor. If the CONSULTANT is a partnership, the CONSULTANT's statement applies to all general partners with a permanent residence in Vermont. If the CONSULTANT is a corporation, this provision does not apply.

- 7. TAX REQUIREMENTS:** By signing the Agreement, the CONSULTANT certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement

CONTRACTUAL AGREEMENTS

- 8. REGISTRATION:** The CONSULTANT agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.
- 9. PERSONNEL REQUIREMENTS AND CONDITIONS:** A CONSULTANT shall employ only qualified personnel, for responsible authority to supervise the work. The CITY shall have the right to approve or disapprove key personnel assigned to administer activities related to the Agreement.

Except with the approval of the CITY, during the life of the Agreement, the CONSULTANT shall not employ:

(a) Personnel on the payroll of the CITY who are directly involved with the awarding, administration, monitoring, or performance of the Agreement or any project(s) that are the subjects of the Agreement.

(b) Any person so involved within one (1) year of termination of employment with the CITY.

The CONSULTANT warrants that no company or person has been employed or retained, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that no company or person has been paid or has an agreement with the CONSULTANT to be paid, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, the CITY shall have the right to

annul the Agreement, without liability to the CITY, and to regain all costs incurred by the CITY in the performance of the Agreement.

The CITY reserves the right to require removal of any person employed by a CONSULTANT, from work related to the Agreement, for misconduct, incompetence, or negligence, in the opinion of the CITY in the due and proper performance of its duties, or who neglects or refuses to comply with the requirements of the Agreement.

10. **TRANSFERS, SUBLETTING, ETC:** A CONSULTANT shall not assign, sublet, or transfer any interest in the work, covered by an Agreement, without prior written consent of the CITY and further, if any SUB-CONSULTANT participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the CITY. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the CONSULTANT of responsibility for the performance of that portion of the work so transferred. The form of the SUB-CONSULTANT's agreement shall be as developed by the CONSULTANT and approved by the CITY. The CONSULTANT shall ensure that insurance coverage exists for any operations to be performed by any SUB-CONSULTANT as specified in the insurance requirements section of this agreement.

The services of the CONSULTANT, to be performed under the Agreement, are personal and shall not be transferred without written authorization of the CITY. Any authorized sub agreements shall contain all of the same provisions for and attached to the original agreement with the CITY.

11. **CONTINUING OBLIGATIONS:** The CONSULTANT agrees that if because of death or other occurrences, it becomes impossible to effectively perform its services in compliance with the Agreement, neither the CONSULTANT nor its surviving members shall be relieved of their obligations to complete the Agreement. However, the CITY may terminate the Agreement if it considers a death or incapacity of any members to be a loss of such magnitude that it would affect the firm's ability to satisfactorily execute the Agreement.
12. **OWNERSHIP OF THE WORK:** The CONSULTANT agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the CONSULTANTS, hereafter referred to as "instruments of professional service", shall become the property of the CITY as they are prepared and/or developed during execution of the Agreement. The CONSULTANT agrees to allow access to all "instruments of professional service" at any time. The CONSULTANT shall not copyright any material originating under the Agreement without prior written approval of the CITY. No publications or publicity of the work, in part or in total, shall be made without the agreement of the CITY, except that CONSULTANTS may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
13. **PROPRIETARY RIGHTS:** The parties under the Agreement hereby mutually agree that, if patentable discoveries or inventions should result from work performed under the Agreement, all rights accruing from such discoveries or inventions shall be the sole property of the CONSULTANT. The CONSULTANT, however, agrees to and does

hereby grant to the CITY an irrevocable, nonexclusive, non-transferable, and royalty-free license to practice each invention in the manufacture, use, and disposition, according to law, of any article or material or use of method that may be developed, as a part of the work under the Agreement.

14. PUBLIC RECORDS

The CONSULTANT understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The CONSULTANT shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

15. RECORDS RETENTION

The CONSULTANT agrees to retain, in its files, and to produce to City within the time periods requested, all books, documents, EDM, accounting records, and other evidence related to City, at any time during this Agreement and for a period of at least three (3) years after its termination. The CONSULTANT further agrees that the CITY shall have access to all the above information for the purpose of reviewing and audit during the Agreement period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the CITY if requested. CONSULTANT, SUB-CONSULTANTS, or any representatives performing work related to the Agreement, are responsible to insure that all data and information created or stored on EDM is secure and can be duplicated if the EDM mechanism is subjected to power outage or damage.

16. APPEARANCES:

(a) Hearings and Conferences. The CONSULTANT shall provide professional services required by the CITY and necessary for furtherance of any work covered under the Agreement. Professional services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Agreement.

The CONSULTANT shall perform any liaison that the CITY deems necessary for the furtherance of the work and participate in conferences with the CITY, at any reasonable time, concerning interpretation and evaluation of all aspects covered under the Agreement.

The CONSULTANT further agrees to participate in meetings with the CITY and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Agreement.

The CONSULTANT shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto in accordance with the Contract document.

(b) Appearance as Witness. If and when required by the CITY, a CONSULTANT, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related Agreement, on behalf of the CITY. The CONSULTANT shall be equitably paid for such services and for any reasonable expenses incurred in relation thereto, in accordance with the Contract document.

17. **CHANGES AND AMENDMENTS:** No changes or amendments of the Agreement shall be effective unless documented in writing and signed by authorized representatives of the CITY and the CONSULTANT.
18. **APPENDICES:** The CITY may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the CONSULTANT in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the CITY as occasions may require. It is the responsibility of the CONSULTANT to ensure that they have the latest versions applicable to the Agreement.
19. **EXTENSION OF TIME:** The CONSULTANT agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the CONSULTANT for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the CITY may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the CONSULTANT and without the fault or negligence of the CONSULTANT.
20. **SETTLEMENTS OF MISUNDERSTANDINGS:** In order to prevent misunderstandings and litigation, it is mutually agreed by all parties that the City Engineer shall act as referee on all questions arising under the terms of an Agreement and that the decision of this governing body in such cases shall be binding upon both parties.
- In agreements subjecting costs to final audit, an administrative review regarding the audit will be sent to the CONSULTANT. Any dispute arising from an administrative decision shall be appealed in writing within thirty (30) days of receipt.
- CONSULTANT may appeal any determination regarding the contract by filing a notice of appeal by hand delivery or courier to the Local Project Manager. The notice of appeal shall specifically state the grounds of the protest. Within seven (7) calendar days of the notice of appeal the CONSULTANT must file the Municipality a detailed statement of the grounds, legal authorities and facts, including all documents and evidentiary statements, in support of the appeal. Evidentiary statements, if any, shall be submitted under penalty of perjury. The CONSULTANT shall have the burden of proving its appeal by the preponderance of the evidence. Failure to file a notice of appeal or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to appeal the evaluation or qualified process and decisions thereunder.
21. **FAILURE TO COMPLY WITH TIME SCHEDULE:** It is mutually understood and agreed to, that neither party hereto shall be held responsible for delay in performing the work

encompassed herein, when such delay is due to unforeseeable causes such as acts of God, or a public enemy, fire, strikes, floods, or legal acts of public authorities. In the event that any such causes for delay are of such magnitude as to prevent the complete performance of the Agreement within two (2) years of the originally scheduled completion date, either party may by written notice request to amend or terminate the Agreement.

In the event the CITY is dissatisfied with the slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the CITY shall give the CONSULTANT written notice in which the CITY shall specify in detail the cause of dissatisfaction. Should the CONSULTANT fail or refuse to remedy the matters complained of within five days after the written notice is received by the CONSULTANT the CITY shall have the right to take control of the Work and either make good the deficiencies of the CONSULTANT itself or direct the activities of the CONSULTANT in doing so, employing such additional help as the CITY deems advisable. In such events the CITY shall be entitled to collect from the CONSULTANT any expenses in completing the Work.

22. CITY'S OPTION TO TERMINATE: The Agreement may be terminated in accordance with the following provisions, which are not exclusive:

- (a) Breach of Contract. Administrative remedies - the CITY reserves the right to terminate a Contract for breach of Contract agreements. Termination for breach of Contract will be without further compensation to the CONSULTANT.
- (b) Termination for Cause. The CITY reserves the right, upon written notice to the CONSULTANT, to terminate the Agreement, as of a date to be specified by the CITY, if the CONSULTANT fails to complete the designated work to the satisfaction of the CITY, within the time schedule agreed upon. The CONSULTANT shall be compensated on the basis of the work performed and accepted by the CITY at the date of final acceptance of the Agreement.
- (c) Termination for Convenience. In addition to its rights and options to terminate an Agreement as provided herein, the CITY may, at any time prior to completion of services specified under an Agreement, terminate the Agreement by submitting written notice to a CONSULTANT, within not less than fifteen (15) days prior to the effective date, via certified or registered mail, of its intention to do so. If the termination is for the CITY's convenience, payment to the CONSULTANT will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. However, if a notice of termination is given to a CONSULTANT prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the CONSULTANT will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination, that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the CITY's approval. The CONSULTANT shall make no claim for additional compensation against the CITY by reason of such termination.

23. ACKNOWLEDGEMENTS

Acknowledgment of the City of Burlington's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this contract.

OPERATIONAL STANDARDS

24. RESPONSIBILITY FOR SUPERVISION: The CONSULTANT shall assume primary responsibility for general supervision of CONSULTANT employees and his/her or their SUBCONSULTANTS for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Agreement.

25. INDEPENDENCE: The CONSULTANT shall act in an independent capacity and not as officers or employees of the CITY.

26. UTILITIES: Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the CONSULTANT will counsel with the CITY, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The CONSULTANT shall inform the CITY, in writing, of any such contacts and the results thereof.

27. PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the CONSULTANT will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the CONSULTANT shall conduct themselves with propriety. The CONSULTANT agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the CITY, in accordance with VSA Title 19 § 35 and §503, in order to accomplish the work under the Agreement. The CONSULTANT agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the CONSULTANT, the CITY shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the CONSULTANT is acting as an agent of the CITY.

28. INSPECTION OF WORK:

The CITY shall, at all times, have access to the CONSULTANT's work for the purposes of inspection, accounting, and auditing, and the CONSULTANT shall provide whatever access is considered necessary to accomplish such inspections. At any time, the CONSULTANT shall permit the CITY or representative for the CITY the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the CONSULTANT pursuant to execution of the Agreement.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the CITY.

29. RETURN OF MATERIALS. CONSULTANT agrees that at the termination of this Agreement, it shall return to City all materials provided to it during its engagement on

behalf of City.

PROJECT DEVELOPMENT AND STANDARDS

30. PLANS RECORDS AND AVAILABLE DATA:

The CITY agrees to make available, at no charge, for the CONSULTANT's use all available data related to the Agreement including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

31. DESIGN STANDARDS: Unless otherwise specifically provided for in the Agreement, or directed in writing, CONSULTANT services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data necessary for construction of a designed facility, shall be in conformance with applicable portions of the following specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted and in effect prior to award of the Agreement:

- (a) VTRANS'S latest edition of the Standard Specifications for Construction.
- (b) VTRANS'S Bridge Design Manual.
- (c) All applicable AASHTO roadway, traffic, bridge, bicycle and pedestrian policies, guides and manuals.
- (d) VTRANS'S Manual on Survey.
- (e) VTRANS'S Right-of-Way Manual.
- (f) The Highway Capacity Manual - Special Report 209.
- (g) The ANSI/AASHTO/AWS D-1.5, Bridge Welding code.
- (h) The MUTCD and Vermont Supplement requirements.
- (i) The Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals
- (j) Other CITY directives and guidelines current at the time of the Agreement and as may be issued by the CITY during the progress of the design.

In case of any conflict with the guidelines referenced, the CONSULTANT is responsible to identify and follow any course of direction provided by the CITY.

32. REVIEWS AND ACCEPTANCES: All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the CONSULTANT, shall be subject to review and endorsement by the CITY.

Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

A frequency for formal reviews shall be set forth in the Agreement. Informal reviews, conducted by the CITY will be performed as deemed necessary. The CONSULTANT shall respond to all official comments regardless of their source. The CONSULTANT shall supply the CITY with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a CONSULTANT of their professional obligation to correct any defects or errors in their work at their own expense.

33. BINDING NATURE AND JURISDICTION

This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors or heirs and representatives, and assigns. This agreement shall be governed by Vermont law, and the CONSULTANT expressly agrees to submit to the jurisdiction of the courts of the State of Vermont.

PAYMENT FOR SERVICES RENDERED:

- 34. PAYMENT PROCEDURES:** The CITY shall pay, or cause to be paid to the CONSULTANT or the CONSULTANT's legal representative, payments in accordance with the Agreement. When applicable, for the type of payment specified in the Agreement, the progress report shall summarize actual costs and any earned portion of fixed fee.

All invoices and correspondence shall indicate the applicable project name, project number and the Agreement number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Agreement, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the CITY and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under an Agreement, shall be conclusive evidence of the performance of said Agreement, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

The CITY agrees to pay the CONSULTANT and the CONSULTANT agrees to accept, as full compensation, for performance of all services rendered and expenses encompassed in conformance therewith, the type of fee specified in the Agreement.

Upon completion of all services covered under the Agreement and payment of the agreed upon fee, the Agreement with its mutual obligations shall be terminated.

- 35. PAYMENT FOR ADDITIONS OR DELETIONS:** The CITY may, upon written notice, and without invalidating the Agreement, require any changes to, additions to, or deletions from, the originally contemplated extent of the work, prior to completion of the Agreement by means of an amendment to the original Agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Agreement, based on the adjusted quantity of work, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such addition or deletion.

- 36. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES:** The CITY may, upon written notice, and without invalidating the Agreement, require changes resulting from revision or abandonment of work already performed by the CONSULTANT or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the

CONSULTANT, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

- (a) Fixed Price. By a price that is not subject to any adjustment on the basis of the CONSULTANT's expenses experienced in performing the work. The CONSULTANT is fully responsible for all costs and resulting profit or loss.
- (b) Rate Schedule. By unit prices designated in the Agreement, or by unit prices covered under any subsequent Agreements.
- (c) Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

No changes, for which additional fee payment is claimed, shall be made unless pursuant to a written order from the CITY, and no claim shall be valid unless so ordered.

The CONSULTANT agrees to maintain complete and accurate records, in a form satisfactory to the CITY for all time devoted directly to same by CONSULTANT employees. The CITY reserves the right to audit the records of the CONSULTANT related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Agreement. When changes are so ordered, no additional work shall be performed by the CONSULTANT until an Agreement amendment has been fully executed, unless written notice to proceed is issued by the CITY. Any claim for extension of time, which may be necessitated as a result of extra work or additional services and changes, shall be given consideration and evaluated insofar as it directly relates to the change.

In the event that a unit cost cannot be agreed upon, or when Extra Work is requested at the direction of the Owner or Engineer the following shall be used to determine said unit cost. Any additional costs for Public Liability Insurance and Property Damage Insurance that are required in the Contract will be allowed and reimbursed at the actual cost to the Consultant.

- a. Labor. For all machine or equipment operators, other workers, and supervisors in direct charge of the specific operation, the Consultant shall receive the actual wages agreed upon before beginning the work and were paid to the workers performing the work, to which shall be added an amount equal to **10** percent for profit. If the Consultant elects to use employee(s) more skilled than required to perform the extra work, the Agency reserves the right to allow compensation for said employee(s) to be capped at 125% of the applicable Davis-Bacon wage rate of the base skill level required to perform the work.

Workers Compensation Insurance, Unemployment Compensation Insurance, and Social Security charges on labor items as paid by the Consultant will be allowed. Other employee insurances (health, disability, e.g.) being paid by the Consultant just prior to the work being ordered will also be allowed, provided the Consultant submits an applicable notarized insurance rate schedule from its insurance agent. The Consultant shall submit an Agency form indicating all applicable insurances and overhead items for each employee involved in the extra work.

The Consultant will be allowed an additional **10%** of the actual wages paid to the employee as compensation for administration charges and any other additional costs. Additional cost or charge for the Superintendent shall not be allowed.

- b. **Materials.** The Consultant shall receive the actual cost including freight charges (both as submitted on original receipted bills) for all materials furnished and used. **Ten** percent shall be added thereto for overhead, profit and any other costs incurred in supplying the materials. Vermont sales tax shall not be included.
- c. **Equipment.** The Consultant will be reimbursed as described below. Equipment that is used shall be specifically described by year, manufacturer, model number, and any other information required to identify the appropriate hourly rate in the Rental Rate Blue Book published by Equipment Watch ("Blue Book"). In the event the Consultant elects to use equipment of a higher rental value than equipment suitable for the work, payment will be made at the rate applicable to suitable equipment.
 - i. **Consultant Owned Equipment.**
 - 1. **Ownership Costs.** The Consultant will be reimbursed for its ownership costs for self-owned equipment at the rates agreed to before the work begins. These rates shall be on an hourly basis and shall not exceed the monthly ownership rates listed in the current Blue Book divided by 176. The rates will be adjusted for depreciation as computed and published in the Blue Book rate adjustment tables, but will not be adjusted as recommended on the Blue Book regional adjustment maps. The rates for ownership costs will be total reimbursement to the Consultant for all non-operating costs of the equipment, including depreciation, insurance, taxes, interest, storage, overhead, repairs, and profit. The maximum duration for reimbursement in a day shall not exceed eight hours unless the equipment actually is operated for more than eight hours on a particular day, in which case the rate shall be paid for all hours the equipment actually worked on that day.
 - 2. **Operating Costs.** The rates for operating costs include fuel, lubricants, other operating expendables, and preventative and field maintenance. The Consultant will be reimbursed the amount derived as the product of the number of hours of actual use multiplied by the Blue Book estimated operating cost per hour. Operating costs do not apply to equipment idle time. Operating costs do not include the operators' wages. Except as otherwise provided, the rates to be used for computation shall be those in effect at the time the force account work is performed as reflected in the applicable publication of the Blue Book.
 - 3. In the event that an ownership cost rate and/or an operating cost rate is not established in the Blue Book for a particular piece of equipment, the Engineer shall establish a rate(s) for that piece of equipment consistent with its costs and expected life. The Consultant shall make no charge for small tools that are considered as having a replacement value of less than \$500.
 - ii. **Rented Equipment.** In the event the Consultant does not own a specific type of equipment and must rent, the Consultant will be reimbursed the

actual cost for the equipment, as submitted by invoice, for the time that the equipment is used to accomplish the work. Vermont sales tax shall not be included. The Agency reserves the right to limit the hourly rate to the maximum amount allowed by Blue Book in the event that the prime Consultant is a subsidiary of, or has a close affiliation to, the firm supplying the rented equipment.

- iii. Maximum Amount Payable. The maximum amount of reimbursement for the ownership cost of Consultant owned equipment or the rental cost of rented equipment is limited to the original purchase price of the equipment.
- iv. Equipment Downtime. No rental cost or operating cost will be paid for downtime for either rented equipment or Consultant owned equipment.
- v. Transportation Costs. The Consultant will be paid for the reasonable documented cost of transporting both Consultant owned and rented equipment to the work location and back to its original location or a new location if the cost is less.

ATTACHMENT C – BURLINGTON ORDINANCE REQUIREMENTS
PROJECT: Great Streets-Bank & Cherry Streets

CITY OF BURLINGTON

10.

revised version

In the Year Two Thousand Thirteen

An Ordinance in Relation to

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

ORDINANCE
Sponsor: Councilors Mason,
Bushor, Paul: Ordinance Com.
Public Hearing Dates _____
First reading: 09/23/13
Referred to: Ordinance Committee
Rules suspended and placed in all
stages of passage: _____
Second reading: 10/21/13
Action: adopted
Date: 10/21/13
Signed by Mayor: 10/30/13
Published 11/06/13
Effective: 11/27/13

It is hereby Ordained by the City Council of the City of Burlington, as follows:

That Chapter 21, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Burlington be and hereby is amended by amending Sections 21-80 through 21-87 thereof and adding new Sections 21-88 and 21-89 thereto to read as follows:

Sec. 21-80. - Findings and purpose.

In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its ~~year-round employees (full and part-time)~~ have an opportunity for a decent quality of life and are compensated, ~~and such that they are not dependent on public assistance, to meet their basic needs;~~
- (c) The ~~city~~ City of Burlington is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
- (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the ~~city~~ City of Burlington and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for ~~city employees of the City of Burlington~~ and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

OFFENSES AND MISCELLANEOUS PROVISIONS–
ARTICLE VI - Livable Wages

Sec. 21-81. - Definitions.

As used in this article, the following terms shall be defined as follows:

- a) Contractor or vendor is a person or entity that has a service contract with the City of Burlington ~~primarily for the furnishing of services (as opposed to the purchasing of goods)~~ where Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period, including any subcontractors of such contractor or vendor. ~~A person or entity that has a contract with the City of Burlington for the use of property under the jurisdiction of the board of airport commissioners, or any person or entity that has a sublease or other agreement to perform services on such property, shall also be considered a contractor under this article.~~
- (b) Grantee is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants ~~administered by the city~~, including any contractors or subcontractor ~~grantees~~ of the grantee, that exceeds fifteen thousand dollars (\$15,000.00) for any twelve-month period.
- (c) Covered employer means the City of Burlington ~~(except that the Burlington School Department shall not be considered a covered employer)~~, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.
- (d) Covered employee means an "employee" as defined below, who is employed by a "covered employer," subject to the following:
 - (1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington funded by the city, notwithstanding that the employee may be a temporary or seasonal employee;
 - (2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the city ~~City of Burlington~~ is a "covered employee."
- (e) Designated accountability monitor shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(ef) Employee means a person who is employed on a full-time or part-time regular basis (~~i.e., nonseasonal~~). In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

(fg) Employer-assisted health care means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

(gh) Livable wage has the meaning set forth in section 21-82.

(i) Retaliation shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.

(j) Service contract means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, ~~and or software,~~ even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

Sec. 21-82. - Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage ("Livable Wage") ~~as established under this article no less than:~~

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(1) For a covered employer that provides employer assisted health care, the livable wage shall be at least ~~nine dollars and ninety cents~~thirteen dollars and ninety four cents (\$~~13.949.90~~) per hour on the effective date of the ~~amendments is to this article [Dec. 19, 2001]~~.

(2) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least ~~eleven dollars and sixty eight cents~~fifteen dollars and eighty three cents (\$~~15.8311.68~~) per hour on the effective date of ~~the amendments to this article [Dec. 19, 2001]~~.

(3) ~~Tipped covered employees and other ee~~Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage ~~an hourly wage~~ which, when combined with the other compensation, will at least equal the Livable ~~Wage~~ as established under this article.

(b) The amount of the Livable Wage established in this section shall be adjusted by the chief administrative officer of the city, as of July ~~1st~~first of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two-bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the joint fiscal office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two-bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to the first day of May preceding any such adjustment and prior to the first day of May of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by ~~publishing a notice in a newspaper of general circulation, by posting a written notice in a prominent place in City Hall, by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information an address of record to the chief administrative officer, by notice written letter to each such covered employer. However, once a Livable Wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.~~

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, ~~or~~ personal, or combined time off leave.

Sec. 21-83. - Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article ~~[Dec. 19, 2001]~~. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the ~~city's~~ funds awarded by the City of Burlington are being expended by the covered employer.

Sec. 21-84. - Enforcement.

(a) ~~The City of Burlington shall require, as a condition of any~~ Each service contract or grant covered by this ~~article section,~~ shall contain provisions requiring that the affected-covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this ordinance. confirming payment of a livable wage as a condition of entering into said contract or grant. The affected-covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The affected-covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief administrative officer of the City of Burlington within ten (10) business days from receipt of the City of Burlington~~city's~~ request.

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to

(1) verification of an individual employee's compensation.

(2) production of payroll, health insurance enrollment records, or other relevant documentation, or

(3) evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

(i) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;

(ii) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;

(iii) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their legitimacy; and

(iv) - To refer credible complaints to the City Attorney's office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

(ed) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the City Attorney's office within one (1) year after the alleged violation. The City Attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the complaint. Prior to ordering any penalty provided in subsections (c), (f), or (g) below, the City Attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

officer appointed by the City Attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the City Attorney's office and the covered employer.

(eeb) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with an affected covered employer from any court of competent jurisdiction, if the affected covered employer has not complied with this article.

(fde) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(edg) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this ordinance, that complaint will be handled through the City's personnel procedures, not through the process outlined in this ordinance.

(fi-) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:

(i) The difference between the livable wage required under this article and the amount actually paid to the covered employee;

(ii) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;

(iii) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or of \$50 for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

(iv) Reinstatement in employment and/or injunctive relief; and

(v) Reasonable attorneys' fees and costs.

(g) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

Sec. 21-85. - Other provisions.

(a) No ~~affected~~ covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this paragraph shall be deemed a violation of this article subject to the remedies of section 21-84.

(b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the Livable Wage as a result of amendments to this ordinance.

(~~b~~c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection 21-85(~~e~~d), shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(~~e~~d) Notwithstanding subsection 21-85(~~b~~c), where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

(~~e~~e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

(~~e~~f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

Sec. 21-86. - Exemptions.

An partial or complete exemption from the any requirement of this article may be requested for a period not to exceed two (2) years:

- (a) By a covered employer where payment of the livable wage authorized based upon a determination that compliance with the livable wage requirement would cause substantial economic hardship; and
- (b) By the City of Burlington where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provision or provisions or where granting the exemption would be in the best interests of the City.

A covered employer or grantee granted an exemption under this Section 21-86 may reapply for an exemption upon the expiration of the exemption.

Requests for exemption may be granted by majority vote of the City Council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee board of the city City of Burlington shall first consider such request and make a recommendation to the City Council. The decision of the City Council shall be final. shall consider the request for exemption with prior notice provided to the city council. A unanimous decision by the finance board shall be final. A split decision by the finance board is reviewable by the city council not later than the next meeting of the city council which occurs after the date of the finance board decision.

Sec. 21-87. - Severability.

If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

Section 21-88. Annual Reporting.

On or before April 15th of each year, the City Attorney's office shall submit a report to the City Council that provides the following information:

Page 10

OFFENSES AND MISCELLANEOUS PROVISIONS--
ARTICLE VI - Livable Wages

An Ordinance in Relation to

- (a) ~~all~~ list of all covered employers broken down by department;
- (b) a list of all covered employers whose service contract did not contain the language required by this article; and
- (c) all complaints filed and investigated by the City Attorney's office and the results of such investigation.

Sec. 21-89. Effective Date.

The amendments to this ordinance shall take effect on January 1, 2014, and shall not be retroactively applied.

- * Material stricken out deleted.
- ** Material underlined added.

ln\Blackwood\c: Ordinances 2013\Offenses & Misc. Provisions, Article VI – Livable Wages, Sections 21-80 - 21-89
9/18/13; 10/16/13; 10/21/13

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6 Green Tree Drive
South Burlington, VT 05403
(802) 878-7661
dconger@dubois-king.com

ENGINEERING • PLANNING • MANAGEMENT •

FROM: David Conger, P.E.
Municipal Project Manager

TO: RFP Holders

CC: Laura Wheelock
Kirsten Merriman-Shapiro

RE: Burlington Bank & Cherry Streets RFP
Response to Questions No. 1
Deadline modified to January 5th @ 2:00PM

Date: December 26, 2017

The following are responses to RFP holder Questions:

1. We recognize the importance for the project schedule to maintain the proposal due date as January 5, 2018. Can the time be changed from 10A.M to proposals due by 2:00P.M.? This will allow for an additional day of proposal preparation with printing and shipping during this shortened holiday week.

Extension of the proposal deadline to 2:00 PM is acceptable.

2. Please confirm that the following will NOT count towards the total page count:
 - i. Covers and Section Dividers
 - ii. Table of Contents
 - iii. Attachment B – Understanding of Great Streets Bank & Cherry Streets RFP Procedure, Terms and Conditions

The above will not count against the total proposal page count.

3. Is Phase Three – Construction Administration required as part of the Cost Proposal, or just Phases One and Two?

The cost proposal should incorporate all three phases.

4. Does the City plan to engage another entity or team for the construction inspection of this project?

Construction inspection of the project will occur. The City has not made a determination on how those services will be performed and/or obtained, but they are not a subject of this RFP.

5. In Section 4.4 Deliverables, the RFP states that “Design and Engineering documents will be provided in AutoCAD format according to the VTrans requirements”. Currently VTrans uses only MicroStation. Are deliverables expected to be in AutoCAD, or can MicroStation be used to align with VTrans requirements?

Provide deliverables in AutoCAD format. The preparation and layout of project documents should be in general conformance with VTrans/MAB format for familiarity only.

6. In Section 3.3.2 Preliminary Plans, the RFP states that “Specifications shall be prepared in CSI format”. Are CSI formatted specs required for this project or can the specifications be based on VTrans/MAB requirements?

CSI formatted specifications will be required to coordinate work with BCC consultant design documents.



6 Green Tree Drive
South Burlington, VT 05403
(802) 878-7661
dconger@dubois-king.com

ENGINEERING • PLANNING • MANAGEMENT •

FROM: David Conger, P.E.
Municipal Project Manager

TO: RFP Holders

CC: Laura Wheelock
Kirsten Merriman-Shapiro

RE: Burlington Bank & Cherry Streets RFP
Response to Questions No. 2
Deadline modified to January 5th @ 2:00PM

Date: January 2, 2018

The following are responses to RFP holder Questions:

1. Task 3.3.2 Preliminary Plans mentions' "signalization and staging" What specifically is anticipated for signalization or signal work?

The following signalization work shall be required as part of this project.

St. Paul and Cherry Street Intersection: The existing signal at this location shall be modified to account for the new southern St. Paul intersection leg. Phase One – Conceptual Design work shall incorporate review and confirmation of the intersection geometry as well as conceptual signal phasing plan. Conceptual design shall be coordinated with the BTC consultants. Phase Two – Bid Documents shall NOT incorporate signal design work for this intersection.

Battery Street and Cherry Streets Intersection: The streetscape modifications shall require adjustment to the existing pedestrian sidewalk and crosswalk geometry. Signal pole and/or actuation locations shall be updated to ensure ADA accessibility requirements. Additionally, an updated signal phasing plan shall be prepared for this intersection. This signal work shall be incorporated in all project phases.

2. Under task 3.3.4 Utilities, is it correct to assume all utility upgrade designs and plans will be provided by the utility owner and will be incorporated in the project plans?

Consultant shall be required to coordinate ALL utility work to determine existing and proposed conflicts and phasing. This work shall be performed in coordination with the respective utilities. Utility surveys shall identify existing utilities including existing utilities proposed to be put underground on Bank Street. Consultant design and permitting shall incorporate communications ductbanks for undergrounding work along Bank Street, street lighting layout design, upgrade of stormwater sewer systems to address street modifications as well as Great Street stormwater

management standards, and minimal water and sanitary sewer design to address street modifications (such as hydrant or valve modifications). Water system work shall be coordinated with DPW Water Resources planning efforts to reline portions of the existing Bank and Cherry Street water systems. Stormwater modifications shall anticipate a Great Streets typology that incorporates a narrowing of the street.

Consultant shall NOT be required to design communications wiring, street lighting electrical, primary electrical and/or gas systems.

3. Section 5.3.1 Technical Proposal, indicates providing a proposed schedule that includes milestones. Since a detailed schedule was provided in the RFP is one required in the consultant's technical proposal?

Confirm project milestones as indicated in the RFP or propose schedule modifications to ensure project delivery.

4. Section 5.4.2 Delivery of Proposals indicates the proposal must not exceed 30 sheets (60 pages as a double sided document). Are resumes included in this page count?

Resumes will not count against the proposal page count.

5. We would like to clarify that if we are included as part of a team in the response for the Great Streets - Bank & Cherry Streets - RFP to provide independent constructability reviews of design plans, that our firm would still remain eligible for resident engineering / construction inspection services during the construction phase of this work.

The design team prime consultant and/or subconsultants are NOT eligible to participate in resident engineer or inspection services on this project.

6. Does work for the Burlington Town Center preclude eligibility on the Burlington Bank & Cherry Streets RFP.

No.



Proposal

Great Streets Bank & Cherry Streets Services Burlington, Vermont

January 5, 2018

MarketStreet Lynnfield: an 85 acre mixed-use "lifestyle center"





Stantec

55 Green Mountain Drive
South Burlington VT US 05403-7824

January 5, 2018

Ms. Laura Wheelock
Public Works Engineer
Department of Public Works
645 Pine Street
Burlington, Vermont 05401

Re: Proposal for Great Streets Bank & Cherry Streets Services

Dear Ms. Wheelock,

This transformative project requires a consultant team with energy, commitment, and competence. A team that knows how to design with community in mind because they will be using these streets on a regular basis to walk, drive, bike, shop, eat, park, hang-out, or ride the bus. A team who is committed to the City. A team that has a deep desire to ensure that the City not only meets their obligations with the Burlington City Center developer, but also meets their obligations to the community at-large. We are that team. The following describes why we are that team.

Energy, Commitment, and Competence. The team assigned to this project has just completed design on a \$20 million downtown streetscape improvement project in Waterbury. They are well-versed on every facet of design required for this project and excel in working on transformative and engaging projects such as this one. They are available for the next major assignment. The project manager, Greg Goyette, is experienced engaging with large groups of stakeholders and will bring the energy necessary to bring this project to completion. He understands that a key component to keeping infrastructure project costs low is completing the project efficiently and on-schedule.

Design with Community in Mind. Project team members, including our subconsultants, regularly use Cherry and Bank Streets for everyday life. Our landscape architects and engineers know what's at stake and will develop a design that complements the use of these streets. We have brought in nationally recognized experts to assist with the streetscape concept design and have a diverse and deep talent pool of engineers to move the concept into a well-constructed and robust City destination. Once this project is constructed, we want to be proud of what we helped the City accomplish.

Our Approach. Given the schedule commitments for this project, the City cannot afford to backtrack. Our approach is to move efficiently through conceptual design process using the draft Great Streets – Burlington Downtown Street Standards, work already completed by the Burlington City Center developers, input received through stakeholder engagement, and constant communication with the Municipal Project Manager (MPM). The result will be a well-defined concept that is backed with defensible decisions. This will setup the 100% design phase well for moving efficiently through utility relocation, environmental permitting, right-of-way acquisition, and engineering. Details of our approach are contained in the enclosed proposal.

In closing, we are the right team to help the City complete this project. We have a strong personal connection, we are aligned with City and community needs, and we have the local and national talent available to make Cherry and Bank Street truly great. We urge the City to give great consideration to our team.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Greg Edwards, PE
Principal-in-Charge
Phone: (802) 497-6398
greg.edwards@stantec.com

Greg Goyette, PE
Project Manager
Phone: (802) 497-6403
greg.goyette@stantec.com

3 ATTACHMENT "B"

Understanding of *Great Streets Bank & Cherry Streets* RFP Procedure, Terms and Conditions

This page must be signed and returned with proposal submissions.

I acknowledge that I have read and understand all procedures and requirements of the above referenced RFP and have complied fully with the general terms and conditions outlined in the RFP.

Consultant Team: Stantec Consulting Services Inc.

Representative's Printed Name: Greg Edwards

Representative's Signature: 

Date: January 5, 2018

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Cover Letter

Attachment B

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Consultant Qualifications

Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That's why at Stantec, we always design with community in mind.

We care about the communities we serve—because they're our communities too. This allows us to assess what's needed and connect our expertise, to appreciate nuances and envision what's never been considered, to bring together diverse perspectives so we can collaborate toward a shared success.

We're designers, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships. Balancing these priorities results in projects that advance the quality of life in communities across the globe.

Expertise and Qualifications

The City of Burlington has worked closely with our South Burlington-based transportation, infrastructure, and environmental staff. Additional to that, many of our other relevant service areas and expert staff were approved consultants qualified to provide "Consulting Planning, Design, and Real Estate Development Services" under an on-call contract. Many of the same leadership and technical staff would apply to the specialization required for the Great Streets Initiative.

Our multidisciplinary team prides itself on being able to handle complex, multi-phased projects while managing large teams like the one we propose for this project. The below highlights the qualifications of our internal specialty groups and topic experts.

Stantec's Urban Places Group (UPG)

UPG produces innovative yet achievable plans that build communities of lasting value for all stakeholders. We help clients capture the rising demand for urban living to build places where

people want to live, work, learn and play. A clear-eyed view of market opportunities shapes every recommendation (the achievable side of our plans), and rich visual imagery helps generate excitement about moving ahead.

Stantec formed the UPG around the visionary urban designers who helped build award-winning practices at Goody Clancy and The Lawrence Group. Our 40 professionals help clients tackle the most complex urban issues, and one key to our success lies in an unconventional structure. As a specialized practice, we maintain the focus and responsiveness of a boutique firm. As a leading multidisciplinary design/engineering firm, we can buttress our own urban design approach by calling on field-leading experts in disciplines from environmental remediation to complete streets transportation planning to retail brand development.

With a clear focus and a unified interdisciplinary approach, the Urban Places Group is helping communities across North America develop visions and plans to chart a path to greater livability, equity, and sustainability.

Streetscape Design/Landscape Architecture and Complete Streets

Streetscape projects are about instilling character and creating community one block at a time. In our landscape practice we design these projects to embrace the principles of green infrastructure, active design, aesthetics, parking and multimodal transportation – all essential components in the implementation of complete streets.

Locally, our landscape architects have provided planning and design services for many of our streetscape and transportation engineering projects. Some of which include Church Street and St. Paul Street improvements as well as the recent Main Street crosswalk projects, in Burlington and Garden Street in South Burlington.

On a larger scale, our in-house Complete Streets expert, Mike Rutkowski (a born and raised Burlington native!) is a Board Member of the National Complete Street Coalition. Our team has led and designed award-winning streetscape and complete streets projects that relate to the Burlington's downtown aspirations. The recent honor of "Project of the Year" ITE for Six Forks Complete Streets project is a key example of our recognition in this aspect of community design and development.

Green Infrastructure/Stormwater

We have a great deal of experience in the planning and design of green stormwater infrastructure in the Northeast. In addition, we have relevant site/civil engineering experience with the "great streets" concept, as the City of Philadelphia recently published their own standards for streetscape design (called "Complete Streets"). Members of our team also contributed to the Philadelphia Water Department's 2008-10 and 2011-14 Stormwater Guidance Manuals, during employment with the City, prior to joining Stantec.

In addition to that experience, we are currently working on a project for Hudson County updating their stormwater management guidelines. The goal of this update is to push developer's towards more green practices, both on private property and in the public right of way.

Locally, in the last several years, our South Burlington team has developed and maintained the complex stormwater management program for the Burlington International Airport and has completed stormwater design and improvement services for the City of Burlington, including Englesby Brook as well as for the Champlain Parkway. For the City of South Burlington, we have participated in stormwater improvements as part of the EPA funded project for Redesigning the American Neighborhood in conjunction with the University of Vermont Rubenstein School of Environmental Science. This project included extensive stormwater improvements that are projected to remove over 6 tons of sediment from receiving streams. It has been a great opportunity to serve our local community and contribute to a better environment while also providing us the experience and expertise needed to assist Burlington with its own Great Streets initiative.

Civil, Traffic & Structural Engineering

Our local transportation civil and traffic design team is both consistent in delivery of on-time/on-budget projects while helping communities make informed decisions about traffic innovations. An example of this is our quick, 10-month design and installation the first Adaptive Traffic Control (ATC) in Vermont at the VT Route 2A/289 interchange in Essex, VT. Drivers found significant improvements in their commute upon project completion.

For structural engineering, our lead team member alone has worked on hundreds of transportation structures, including over 50 in Vermont alone, through his 30+ year career. This depth of Vermont experience means we can deliver services and projects that meet VTrans protocols with ease, speed, and quality.

Utility Design

With more than 50 years of local experience on complex urban reconstruction projects, utility relocation design and coordination is our expertise. Experience has proven, utility design goes hand-in-hand with maintenance of traffic. This was the case with the recent services we provided for the City's roundabout at Shelburne and Willard Streets and with our Waterbury Main Street design.

Environmental Compliance & Permitting

Our depth of local relationships and knowledge of current regulatory parameters enables us to deliver compliant project solutions that move through regulatory approvals and permitting processes with ease. This is critical to implemented projects, but it also adds a wealth of resources to our technical planning and design staff who will be helping the City make informed decisions about design that are compliant and have the ability to easily stay compliant as regulatory/permitting processes change over time.

Similar Project Experience

We've been working on projects across the State as far back as 55 years ago. We're invested in Burlington and its surrounding communities because we're a part of it. Some of our recent local and relevant projects are included on the following pages.

Main Street Downtown Revitalization, Waterbury, Vermont

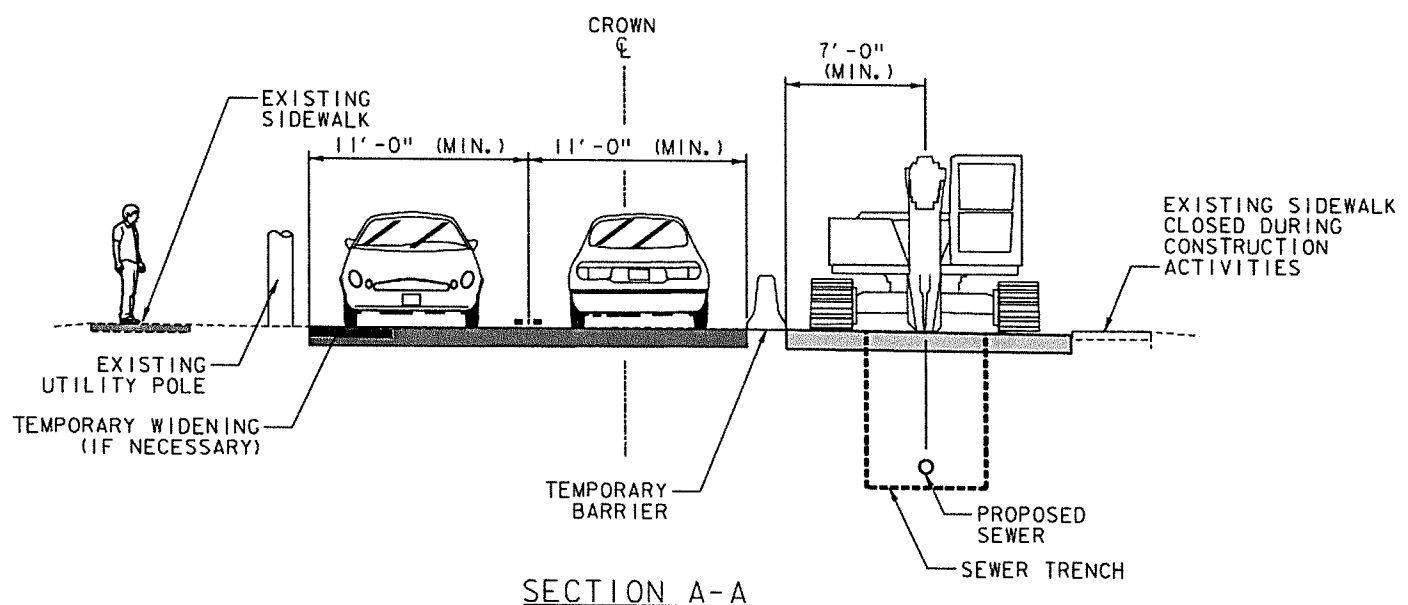
Enhancing the Vermont Village feel of Waterbury's business district, while being responsive to community concerns and minimizing impacts to day-to-day life, was a challenge that required a highly skilled team. This one-mile crumbling roadway required reconstruction and the community considered this time as ideal to make transformative improvements, especially after being devastated by Tropical Storm Irene in 2011.

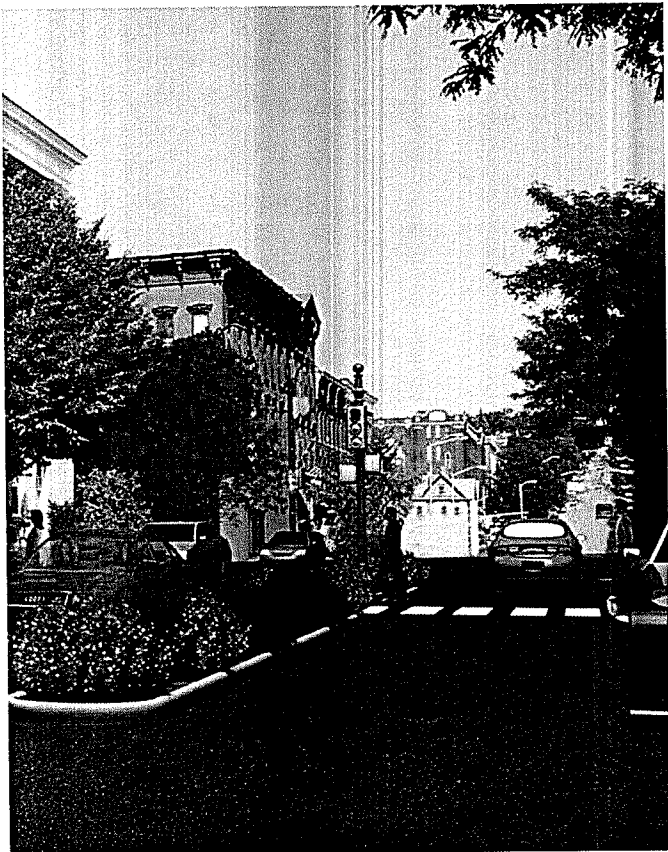
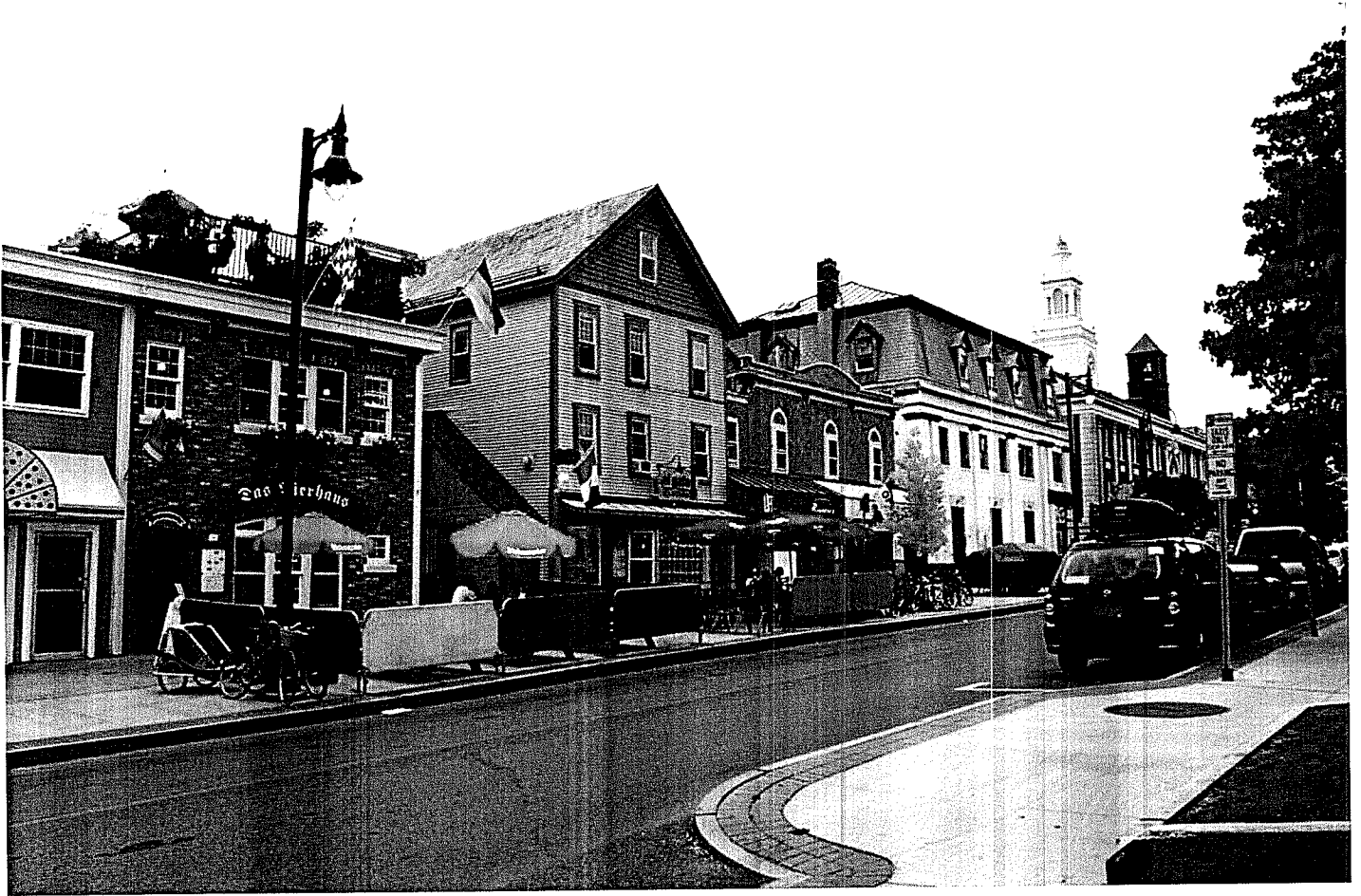
Stantec's team was up for the challenge. We were called upon to work closely with VTrans staff and the Waterbury community to successfully complete the engineering for this project. Our team conducted significant public outreach, including multiple public meetings and one-on-one meetings with property owners to understand community needs and discuss project impacts. Multiple project stakeholders, including the Waterbury State Office Complex developers, were engaged to address

project logistics such as utility relocation routing, water and sewer infrastructure impacts, historic resource constraints, hazardous materials mitigation, streetscape design including pedestrian scale lighting, landscaping, way-finding, parking and business impacts, and traffic maintenance during construction to name a few. A constructability review was completed to identify and communicate potential risks to the community during construction. This community outreach effort allowed Stantec to carefully craft a set of plans and bid documents that puts a high priority on minimizing the construction impact to businesses, residents, pedestrians, motorists, and the community at-large.

The result of this effort will be a transformative public works project that has the support of the community and project stakeholders. Construction will begin in 2018.

Typical section developed for motorist and pedestrian traffic management during construction of sewer main along Main Street in Waterbury..





Church Street and St. Paul Street Improvements, Burlington, Vermont

The Church Street and St. Paul Street Improvements project demonstrates Stantec's experience in designing roadways within Burlington's downtown core. Both roadway segments are contiguous to the current project study area.

Stantec's designs allowed for the removal of unsightly, overhead signal mast arms along Main Street replacing them with attractive signal posts located beside rather than above the roadway. This not only enhanced signal visibility for pedestrians but cleared views down Main Street to Lake Champlain and the Adirondacks. Other notable design elements which improved the pedestrian experience included:

- Textured walkways and crosswalks to better define pedestrian travelways;
- The introduction of public art, benches and plantings to draw Marketplace visitors to destinations along Lower Church Street and St. Paul Street as well;
- Narrowed roadways and wider sidewalks to accommodate outdoor seating; and,
- Strategically placed curb extensions to shorten pedestrian crossing distances.
- Coordinated with Burlington Electric Department on their lighting design and integrated it with streetscape and traffic signals.

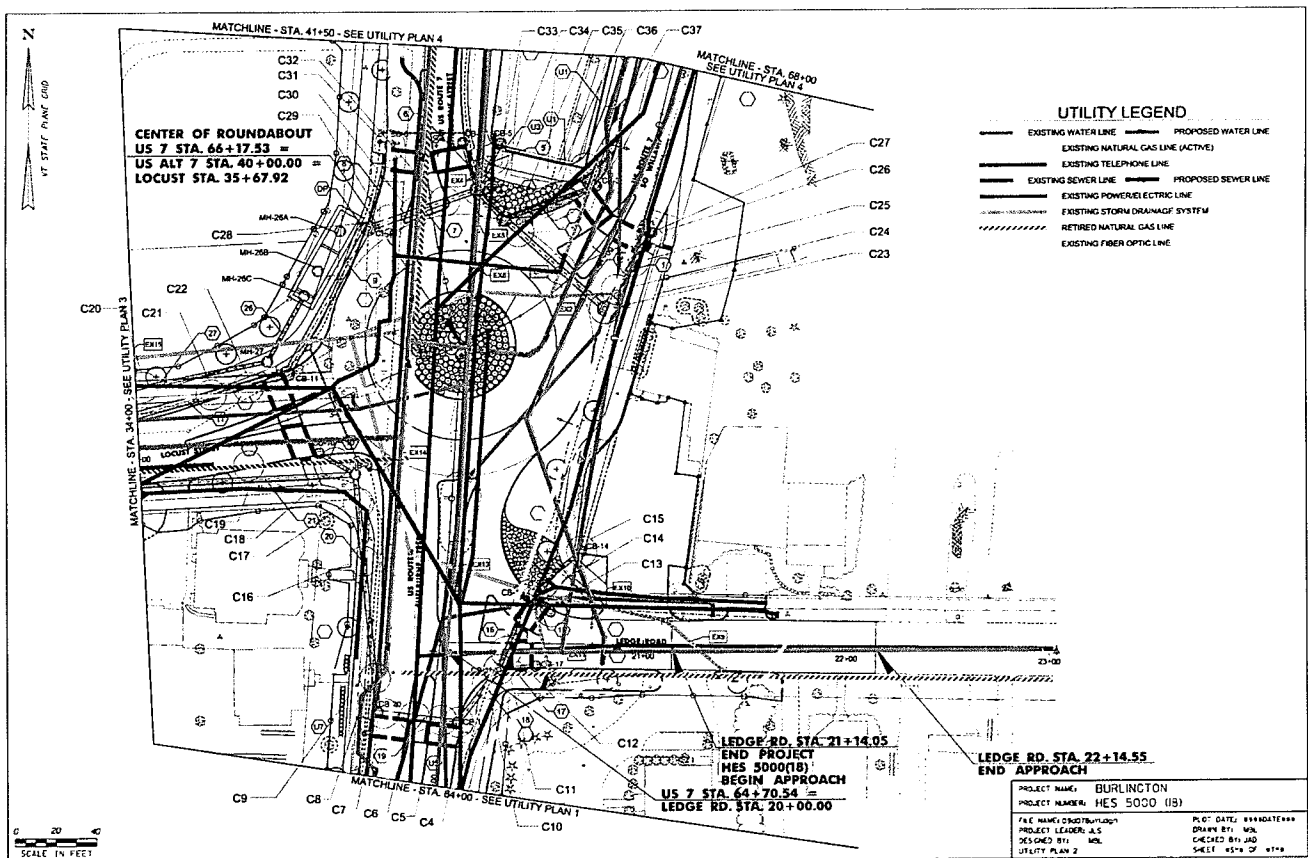
The improvements were well received with some area restaurants using the wider sidewalks to install outdoor dining areas within days of project completion.

Developing the construction plans required Stantec participation in public hearings/workshops and more personalized interactions with multiple stakeholders. For example, many conversations were held with representatives of the Flynn Theater as opportunities to provide a mid-block crosswalk on Main Street between the theater's main entrance and City Hall Park were considered. The Flynn also weighed in on the design to the extent that improvements along one roadway segment affected access to theater loading docks. Of course, regular meetings occurred with the Burlington Department of Public Works (DPW) which managed the project. DPW's direction ensured that design plans were developed consistent with City standards. Given that State and Federal funds were used for project construction, we were also responsible for compliance with State (VTrans' Project Development Manual and LTF Handbook) and Federal design standards.

Our involvement in these street improvements continued past the design phase into the implementation phase. We prepared a project construction cost estimate and assisted the City in soliciting and evaluating bids. (All five bids received were within 11 percent of our estimate of probable project cost.) Our team also provided construction phase services reviewing shop drawings, addressing contractor questions and conducting field inspections of completed work.

←

Top; Bottom Left; Right: Church Street Improvements;
Side Streets off the Church Street Master Plan;
Church Street and St. Paul Street Improvements.



Existing utilities underground requiring relocation for roundabout construction at intersection of Shelburne and South Willard Streets.

Roundabout at Shelburne and South Willard Streets, Burlington, Vermont

How does a community go about major intersection reconstruction along a principal arterial roadway while maintaining mobility for 19,000 vehicles per day? The short answer is thoughtfully using input from engineers that understand intersection design, construction, and traffic management.

The proposed roundabout will transform what is currently a confusing, unpredictable intersection into one that will be safer, and more predictable and accommodating to pedestrians and bicyclists. Before doing so however, the City of Burlington and VTrans needed to solve what can be best described as a Rubik's Cube of logistics. An underground maze of utilities needed to be relocated while maintaining existing utility services, providing a safe work zone for the contractor, and without grid-locking traffic through this area of the City. Stantec's expertise was considered a perfect fit to solve this puzzle. Stantec worked closely with

VTrans and affected utility companies to first identify potential conflict points between the proposed improvements and existing utilities, then used data collected through a subsurface utility engineering effort to carefully design utility relocation routing, while considering maintenance of service, construction work zones, and traffic. A traffic management plan was then developed to identify construction sequencing, peak traffic hour work requirements, potential detour routes, and other traffic management strategies that could be deployed to keep traffic moving through and around the intersection.

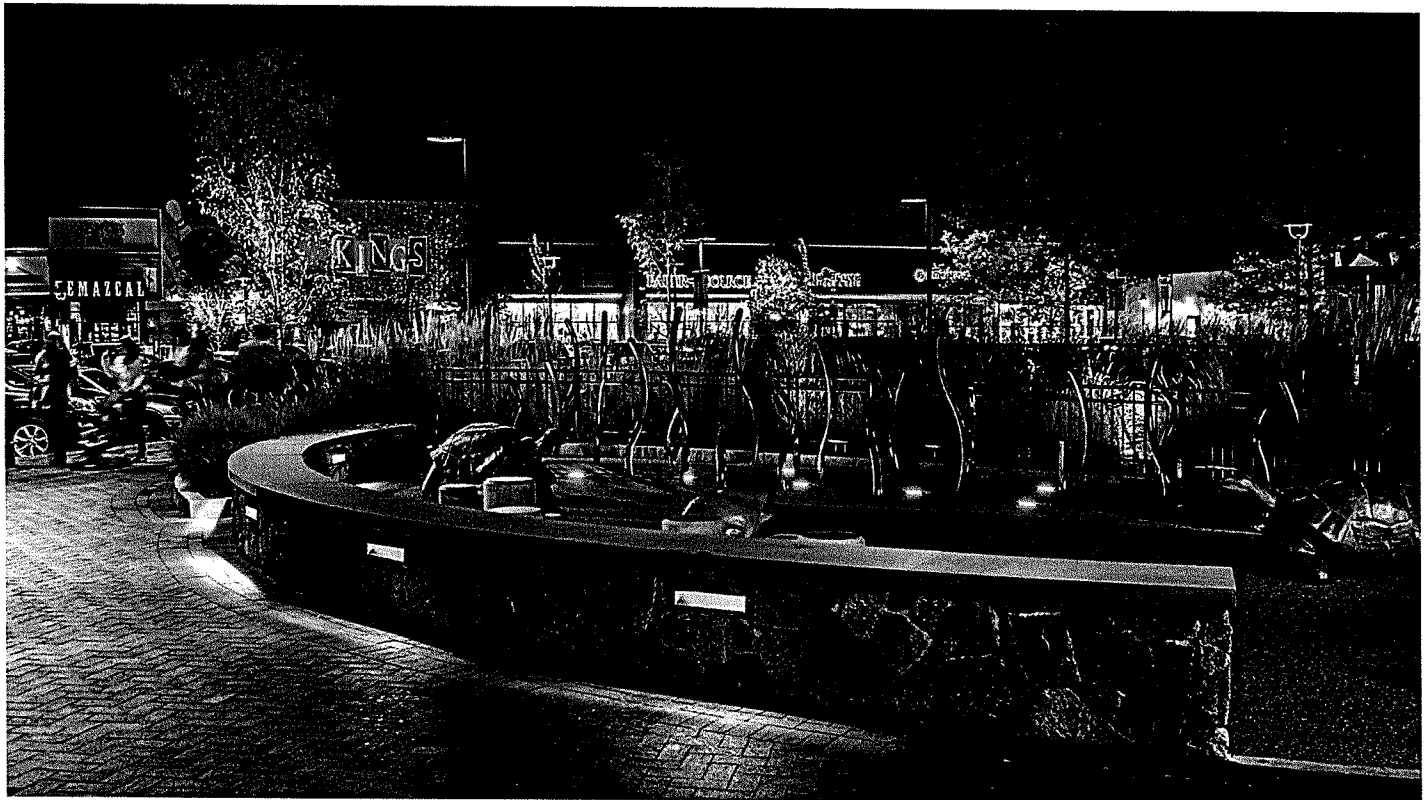
Stantec presented the relocation routing and traffic management plans to VTrans and City staff, and gained support for the proposed approach. Because of this effort, the City and VTrans has moved the project into the right-of-way acquisition phase.

Market Street, Lynnfield, Massachusetts

The design objective was to develop a site plan that fuses the spirit of a traditional New England downtown with the surrounding natural meadow environment, while creating a new kind of "Town Center" within the Town of Lynnfield. By strategically promoting pedestrian circulation along Market Street - the backbone of the site design - the streetscape is vividly activated, as well as two prominent public spaces: "Market Square" and "The Green." A vibrant, unique sense of place within MarketStreet has been accomplished through the re-imagined New England Main Street, Town Green and Square. Reedy Meadow significantly contributed to MarketStreet's sense of place, by inspiring the landscape architects to not only reflect the aesthetics of the marshland throughout the landscape, but also incorporate the functionality of a wetland system into the site. A multidimensional approach to stormwater management was achieved through the use of structural and nonstructural treatment methods such as rain gardens and vegetated detention basins, filtering stormwater, making it safe to recharge groundwater supply systems.

MarketStreet is, in fact, a "new kind of Town Center," successfully bringing the community of Lynnfield together within a unique place that not only provides the conveniences of a modern lifestyle center, but also celebrates and protects its natural resources. According to the developer, the landscape architect "challenged us to stray from a typical retail design and embrace one that reflected the natural setting, and we love the results. As you drive in the entrance, the meadow gives it a distinct and unique character that has come to define the success of the project."

Since completed in 2013, MarketStreet is constantly packed with visitors. They not only shop, dine and play, but have the opportunity to experience the beauty and benefits of Reedy Meadow echoed within the designed landscape areas and throughout the protected open space.



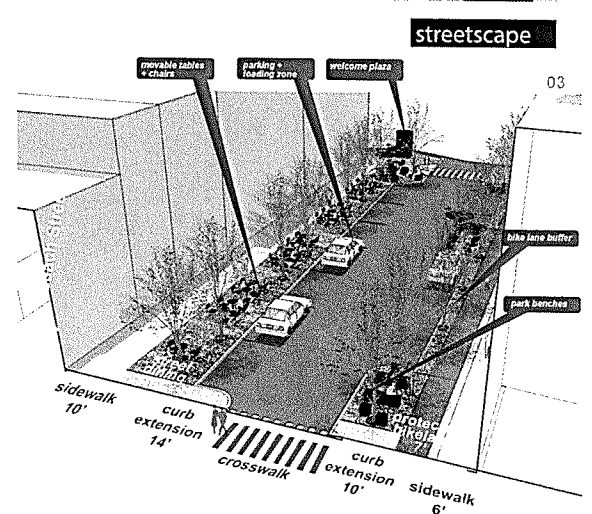
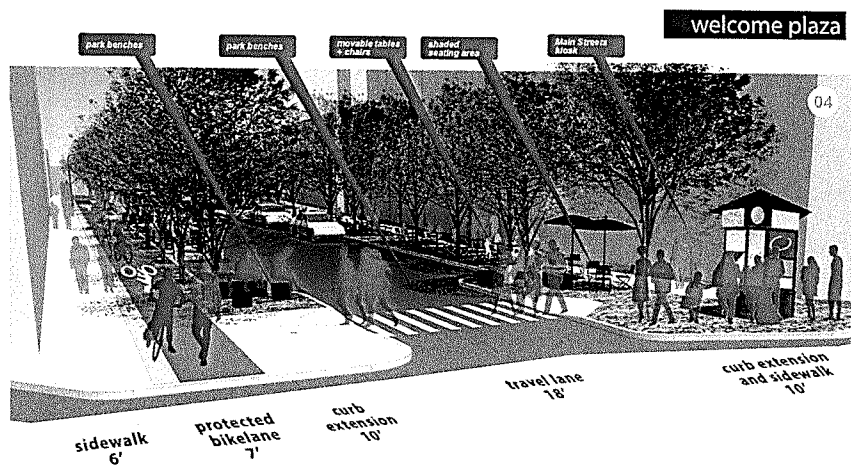
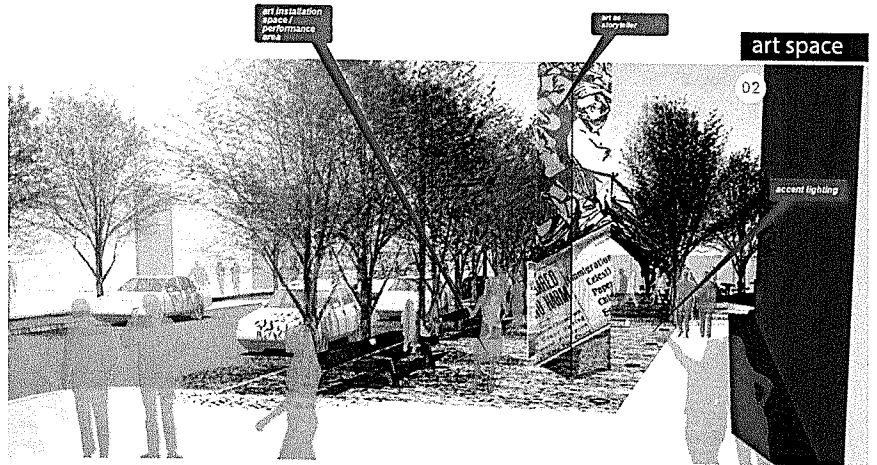
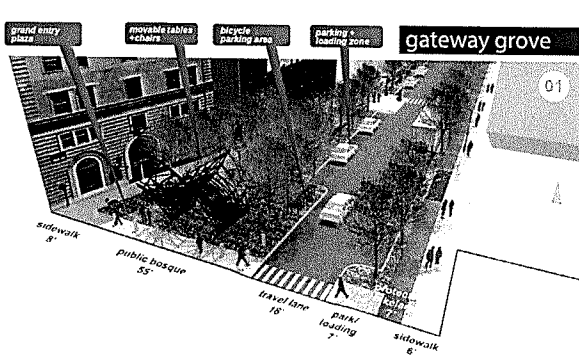
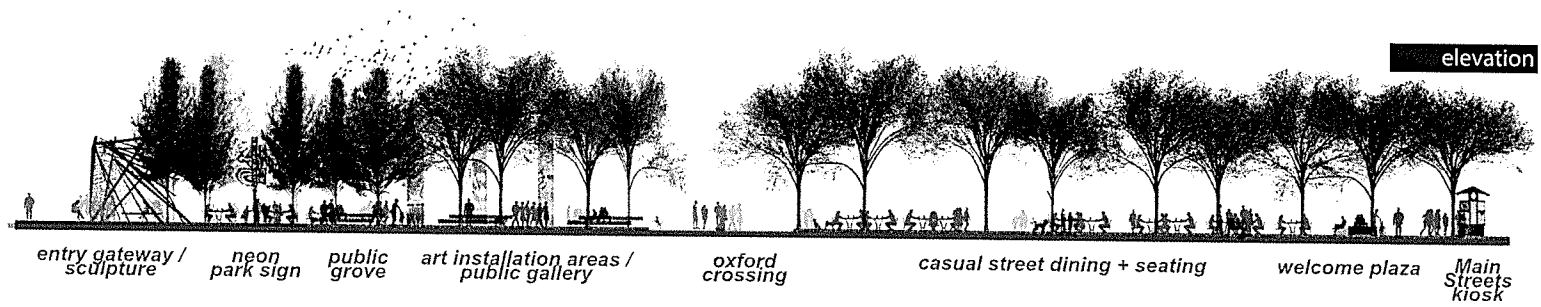
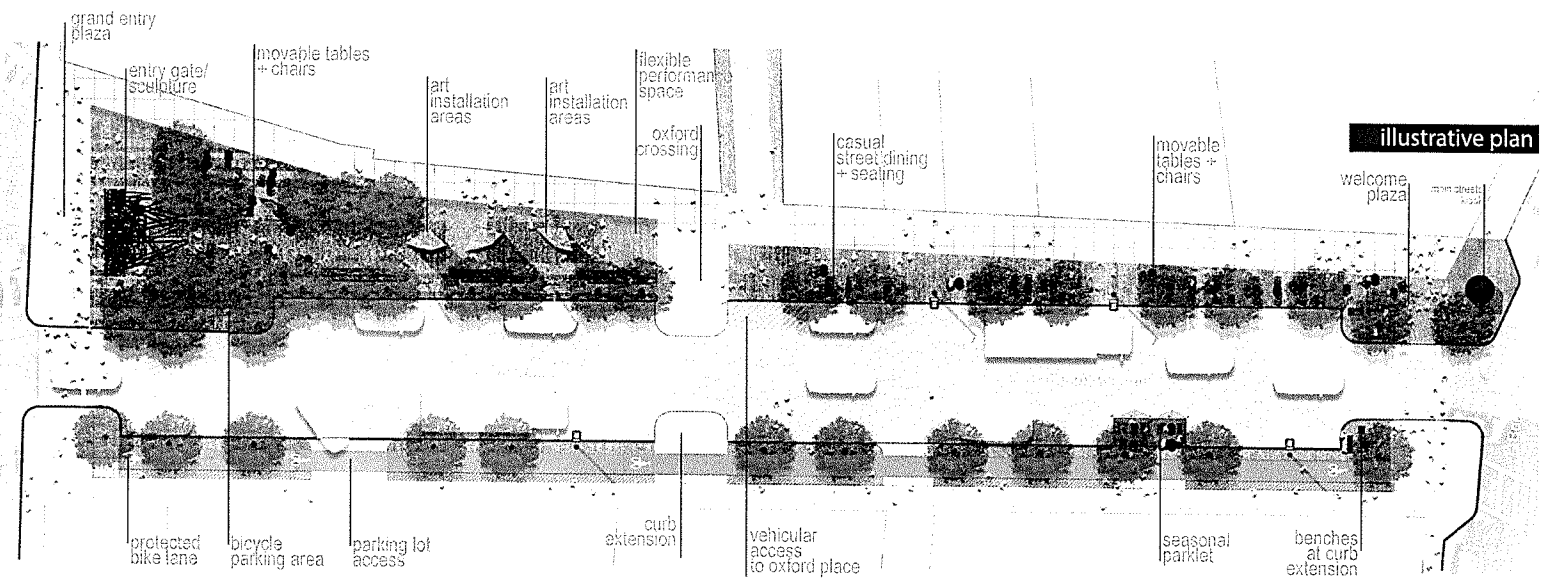


Phillips Square Park, Boston's Chinatown, Massachusetts

Working for A Better City, and the City of Boston's Transportation Department, our team of landscape architects partnered with Stantec's Urban Places Group to provide design visioning for Chinatown's Phillips Square. The vision was presented to the community in two parts; a "Long Term Plan" which consisted of a full park design (seen on this spread) and a "Short Term Plan" (seen in the following pages) which was a tactical urbanist approach that would act as a "trial park," testing the success of a potential park space.

This design proposal positions Phillips Square as an active gateway and a dynamic destination point within Chinatown by transforming an oversized roadway and underused infrastructure into a lively and distinctive network of public spaces. Directly informed by Chinatown's rich heritage, the design

addresses community social and cultural needs. On the Essex Street end, a unique architectural "gateway" element anchors the space and marks a key entry into the neighborhood. On the Beach Street end, an informational kiosk serves both residents and visitors. The park space between these two points acts as a flexible, ever-changing platform for art and technology that will distinguish Phillips Square as a unique destination for experiencing interactive installations that celebrate Chinatown's past, present, and future. Additional features include a protected cycle track; a dramatically upgraded streetscape with widened sidewalks; and pedestrian amenities such as café seating and parklets in front of dining establishments.



Placemaking with Phillips Square, Boston, Massachusetts

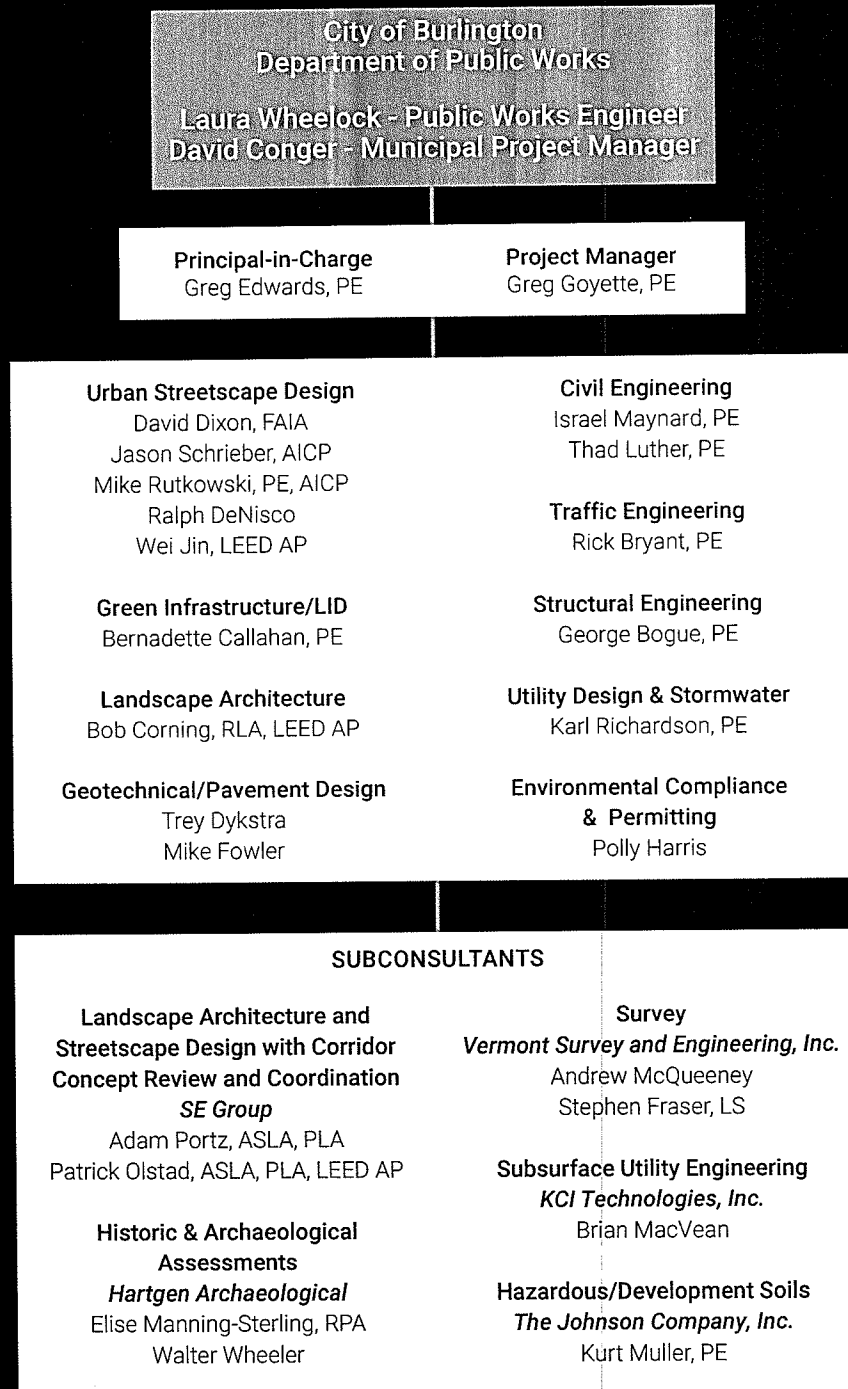
As mentioned in the previous pages, this portion of the visioning for Chinatown's Phillips Square was a tactical urbanist approach that would act as a "trial park," testing the success of a potential permanent park space.

A simple toolkit of paint, planters, bollards, and furniture can quickly spark many of the long-term design's cultural and placemaking goals. This short-term design intervention for Phillips Square will act as a "trial park" for Chinatown's grand vision for Phillips Square. Creating a vibrant urban space filled with art, culture and social interactions will show the value in Phillips Square's reuse and prompt the investments needed to make a

permanent park a reality. Key features include a fully widened pedestrian zone established with colorful paint and bollards; shaded seating and gathering areas at the "grove" and along the "streetscape" built with trees-in-planters, café chairs and tables; and a protected cycle track demarcated with paint and bollards. Programming this space with community-designed art installations and interactive exhibits will be vital to making Phillips Square Park a success and securing it as a hub for arts and culture in Boston's growing infrastructure.



Organization Chart



Note: Resumes of our team members can be found in the Appendix.

Team Leadership and Project Team



Serving as Principal-in-Charge, **Greg Edwards, PE** will be responsible for all contractual and administrative matters. He will ensure Stantec's corporate commitment to the City of Burlington and that sufficient staff resources are always available during the course of the project.

Greg has over 25 years of experience managing urban street projects including the reconstruction of Burlington's Main Street through the UVM campus. Greg's management technique focuses on execution and includes facilitating decisions, documenting action and maintaining the necessary follow up communication. These are key ingredients to maintain a project schedule. Technology plays an important role in his project management and project communications. Greg utilizes Microsoft Project to establish and track project progress. It describes the project development process with task duration, interdependency and sequence. Capabilities of this project management software include tracking project progress and illustrating its influence on subsequent tasks and the project schedule.

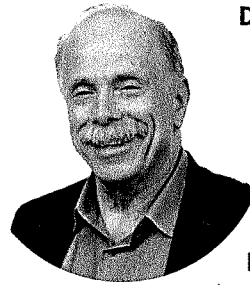


Greg Goyette, PE, will be the Project Manager. He is committed to seeing this project through to construction and will be responsible for overall coordination of Stantec's team. Greg has worked on numerous roadway and intersection improvement projects over

his 16-year career at Stantec. His focus areas include urban roadway reconstruction, intersection design, bicycle/pedestrian facilities, stormwater treatment and management systems, and traffic management during construction. He has been involved in all phases of project development from scoping to construction on a numerous complex transportation projects including the proposed roundabout at the intersection of Shelburne Street and Saint Paul Street in Burlington and the Main Street Downtown Revitalization in Waterbury. Greg and his teams have provided excellent technical support to our clients in Vermont and is well-versed on the major design elements of this project including streetscape design and engineering,

utility relocation, stormwater treatment, traffic management during construction, bicycle and pedestrian facilities, and community engagement. Greg's major assignments are wrapping up and he will bring the level of energy and commitment necessary to move this project into construction within the time-frame required by the City.

Lead Urban Streetscape Designers



David Dixon, FAIA leads Stantec's Urban Places Group (UPG), a specialized practice that helps communities thrive by harnessing the growing North American demand for urban living. Based in Boston, the UPG produces transformative plans for cities

and suburbs seeking to enhance livability, equity, and sustainability for their residents. David has led a wide range of significant projects in North America for public, private, and institutional clients. Areas of specialization include planning for the creation of new suburban downtowns; integration of new growth into existing urban neighborhoods; innovation-district plans; and downtown master plans designed to make smaller cities more economically competitive.



With over 22 years of private and public sector national experience, **Jason Schrieber, AICP** provides transportation planning and design skills with a unique ability to balance municipal needs, institutional goals, and

community priorities. He has worked on dozens of downtown multi-modal and complete streets infrastructure improvements installed by cities, land developers, colleges, and non-profits—always in complicated outreach environments. His understanding of dimensional requirements, design principles, and best practice guidance makes him a valuable resource for conceptual planning efforts, especially where coordination with active stakeholders is essential. Recent efforts successfully installed include a one-way to two-way conversion in Lowell MA, a complete street state route design in Northampton, MA, and a road diet in Somerville MA, with others in final design in places as varied as Baton Rouge, Denton Texas, and Milwaukee Wisconsin.



As Complete Streets Lead, **Mike Rutkowski, PE, AICP** is one of the firm's leading specialists in sustainable transportation solutions and Complete Streets integration. His expertise includes system-level bicycle and pedestrian plans, multimodal crash and safety

studies, Complete Streets projects, multi-use trail design, and policy development. In highly relevant work, Mike led Stantec's efforts on the Complete Streets Typology Inventory and Assessment for the City of Rochester, Minnesota, the Six Forks Complete Streets Corridor Improvement project for the City of Durham, North Carolina, and the University Avenue Complete Streets Improvement Plan, for the City of Morgantown, West Virginia, to name a few.

Subconsultants



Providing Landscape

Architecture and Streetscape Design, **SE Group** is a strategic planning, permitting, and design firm. Their staff are seasoned and multi-disciplinary, including strategists, planners, landscape architects, economic analysts, designers, environmental experts, and community engagement specialists. SE Group's Landscape Architecture Studio has developed the insight that comes from deep experience in working with diverse constituencies, in fragile environments and challenging conditions. Their design work is rooted in their love and appreciation of beautiful outdoor spaces, and the knowledge that their work is part of a bigger picture, a larger design, and the daily life of a greater community—for today, and for generations to come.

During the concept design phase, SE Group will provide local review and assistance to our national urban design experts. They bring unmatched local streetscape experience to our team, while facilitating efficient and close coordination with the BTC development, as they are their landscape architect. In that role, they are already familiar with Great Street Design Standards, and their involvement will insure consistency amongst the various street blocks. Many of the details and specifications developed for the BTC project and other Burlington Great Streets projects will be readily applied to this project.

HARTGEN



Handling Historic & Archaeological Assessments for the project, **Hartgen**

Archaeological Associates has grown to become the largest privately-owned cultural resource management firm in the Northeast and a recognized leader in the field. The company provides a full range of archaeological and historical services which help clients to comply with the requirements of Section 106 of the National Historic Preservation Act, the National Environmental Policy Act, and Vermont Act 250. Hartgen has extensive experience conducting cultural resource projects for federal, state, municipal, and private clients, ranging from sensitivity screenings, Phase I documentary and field surveys, Phase II site examination studies, to Phase III site mitigations, and architectural history studies. With a staff of 25, Hartgen has the size to manage numerous projects concurrently and the flexibility to respond to urgent requests. Hartgen is based on a flexible corporate structure that allows for the most efficient use of staff under varied and changing circumstances.



Incorporated in 1982, **Vermont Survey and Engineering, Inc.** will provide Survey for this project. Their surveying services include geodetic control and topographic, hydrographic, boundary, ALTA/

ACSM and construction layout surveys. They have trained and experienced personnel and professional quality equipment to provide Global Positioning System (GPS) data acquisition on geodetic control projects. On other projects, robotic total stations and data collectors are utilized allowing field data to be quickly downloaded to office computers and further processed using the appropriate software. Information can also be uploaded to the collector to facilitate layout work. VSE can place up to six survey crews in the field, with crew members averaging more than ten years of experience.



Founded in 1955, **KCI Technologies** will provide Subsurface Utility Engineering services. KCI is a 100-percent employee-owned engineering, consulting and

construction firm serving clients throughout the United States. KCI has extensive resources for all aspects of Subsurface Utility Engineering (SUE) and Utility Coordination. They have full-time technical staff working every day to map existing utilities and analyze impacts and engineer resolutions involving utility companies throughout the United States.

This technical staff includes utility coordinators and engineers who work daily with DOTs, local municipalities and utility companies to identify and resolve utility conflicts in accordance with project requirements. As a current provider for on-call SUE services for multiple departments of transportation, municipalities, and utility companies, KCI offers a strong team that will deliver the full spectrum of accurate SUE overhead and underground mapping and utility coordination in accordance with Great Streets, Burlington Downtown Street Standards.

The Johnson Company  Assisting with Hazardous/Development Soils, **The Johnson Company's (JCO)** long-standing positive relationship with the Vermont Department of Environmental Conservation and extensive understanding of Vermont's environmental regulations, particularly the Brownfields Program, evolving soil management laws, and Petroleum Cleanup Fund makes JCO the perfect candidate to serve as a resident environmental expert for this project. As the resident expert, JCO will act as the environmental liaison to all project stakeholders to

anticipate and navigate environmental challenges in an efficient manner. Specifically, JCO will use our extensive knowledge of local, state, and federal environmental compliance laws to assist with project permitting and assess environmental conditions to determine feasibility and develop innovative methods to manage these conditions concurrently with construction in a manner that is compliant and cost efficient. JCO has specific understanding of the National Environmental Policy Act (NEPA) and federal requirements to perform environmental reviews and assessments, as needed.

JCO places a premium on careful, creative, and thoughtful work. They also pride themselves on making the experience for the client as transparent as possible, by providing timely and meaningful communication with the intent of eliminating "surprises". In addition to the technical aspects of environmental assessment, remediation planning, and management, JCO recognizes the importance of community involvement; clients have commended our ability to explain complex findings in ways the general public can understand.



Walkable Channelside Drive: Master Plan & Design Standards, Tampa, Florida



Technical Proposal

Our Approach

The Stantec team is thrilled to have the opportunity to bring its extensive local and national experience to the table in Burlington. Not only do we admire the planning and design efforts that Burlington has undertaken in recent years, we are highly-attracted to endeavors like the Great Streets Initiative because they represent efforts by entire communities to focus on re-shaping the overlooked “front doors” of our communities: our streets.

For far too long, a street's sidewalks, curbs, and travel lanes have been treated simply as conduits for vehicles—mostly automobiles. Whether the car is welcomed or reviled, an enormous percentage of America's vital downtown space has been dedicated to either moving people very inefficiently in single-occupant cars or storing their unoccupied vehicles, parked in places that could be far more valuable as productive uses. Great walkable downtown grids have become dominated by car movement and storage, relegating the people they are intended to serve to a narrow sidewalk or crosswalk if they dared leave their vehicle. Even in places like Burlington where the number of walkers and bikers may often exceed drivers in many parts of downtown, the space dedicated to cars is tremendously imbalanced. The Great Streets Initiative's greatest accomplishment will be to rebalance space more sustainably, efficiently, and productively, better embracing the “front door” that streets serve for nearly every use in Downtown Burlington.

Our design approach focuses first and foremost on the essential unit of a downtown: it's people. Rather than designing from the perspective of accommodating vehicles—be they cars, bicycles, buses, or pedestrians—we instead focus on the users of our streets: people; how do people want to engage with their front doors, visit the multiple destinations of downtown, and interact with other people essential to daily commerce, entertainment, recreation, and vitality. One of the most important lessons we can bring to street design is understanding the motivations of the users of our streets. No matter how efficient walking, biking or transit may be compared to the space needs of the automobile, few will seek to leave their cars if the street environment is uncomfortable, unsafe, poorly lit, not well-protected, or involving unnecessary delays or diversions. Some of the greatest financial

and demand-management incentives to get people walking fall prey to unaccommodating or unfriendly streetscapes. Stantec wants to be a part of re-making Burlington's streets into the welcoming front doors that some—but not all—represent today.

Burlington already has some great streets, and a great amount of effort has been put into the development of Burlington's Street Design Guidelines for re-making other streets. The Guidelines reflect some of the best national approaches to accommodating multiple modes of travel while re-introducing the vital green canopies lost years ago. Our team whole-heartedly embraces these Guidelines and hopes to implement them successfully on Cherry and Banks Streets. However, success is not assured by simply applying a template; success is only possible with an understanding of how streets will be used, and the best source of that intelligence comes from the streets' users themselves. Therefore, our approach emphasizes understanding the needs, values, and desires of abutting land owners, tenants, residents, employees, and regular transit-riders, drivers, bikers, and walkers. Our scope of work seeks to add an additional round of conceptual design with key stakeholders that use each street before diving in a second time with the broader stakeholder to test solutions and arrive at consensus designs. We seek to overturn every concern before spending the extra time needed to develop detailed designs. This extra up-front effort actually helps to keep overall design development costs down and community consensus high. The following scope of work emphasizes this community-first approach to designing great streets.

Proposed Scope of Work

Stantec is committed to completing the City's scope of work on time and on budget. To accomplish this, while we agree with the overall scope of work as laid out in the Request for Proposals, our experience has taught us that several valuable additions will help to reduce potential delays and make a more complete product. In particular, we recognize that involving key stakeholders and the public early in the design process helps to identify common goals, overcome potential pitfalls, and most importantly, create broader consensus over a proposed solution. To that end, we remain committed to each task and sub-task described in the RFP but have enhanced certain sub-tasks as explained below. We are amenable to further modifications as requested by the City and its key partners.

3.2 Phase One: 30% Conceptual Design

Task 3.2.1: Project Schedule

Scope: In conjunction with key internal stakeholders at the City and BCC, Stantec will prepare draft then final project schedules for Phases One and Two. The final schedule should take into consideration the continued involvement of these stakeholders and incorporate regular updates to the Public Works Commission and others as needed.

Approach: We like to think of clients as professional colleagues that we work with constantly rather than bosses we check in with now and then. To that end, we would weave the key internal and external stakeholders identified by the City into a tight collaborative routine of coordination calls and regular meetings to maintain close conceptual and technical exchange. We also like to establish a regular reporting schedule with the City's project manager—our experience suggests weekly coordination calls are effective to maintain a project's momentum and keep it on schedule.

Key stakeholders to be engaged will be identified at the project kickoff meeting. A draft graphical concept design and interview questions will be prepared that will help keep stakeholder discussions focused on identifying needs influencing the conceptual design. We recommend that project abutters including the Burlington City Center developers be engaged initially to understand their concerns before reaching out to the other internal stakeholders. Upon meeting with project abutters, we will refine the graphical concept and then meet with the other internal stakeholders. After these meetings have occurred and been documented, we will meet with the City's MPM and staff to agree upon changes required to the draft concept design and then proceed with the conceptual alignment, profile, and cross-sections. This process will eliminate any unnecessary backtracking and redesign of the concept. Moving up these key subtasks in the schedule will help the City meet the overall time-frame better.

Deliverables: Kick-off meeting; draft and final detailed project schedules; subsequent coordination calls and meetings; weekly project management call.

Task 3.2.2: Topographic and Utility Survey

Scope: The project team will conduct a full topographic ground survey of Cherry Street and Block 6 of Bank Street (with Block 7 as an add alternate) in accordance with VTrans standards. This includes underground utility locating services; available record drawings, sketches, and as-builts from property owners; utility poles and overhead lines; and field resolution of survey conflicts with utility owners.

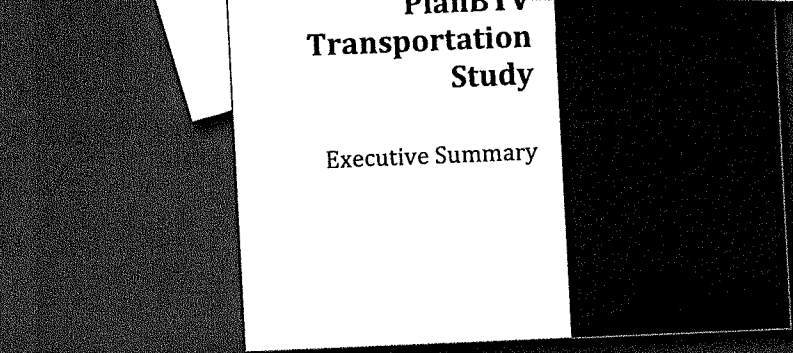
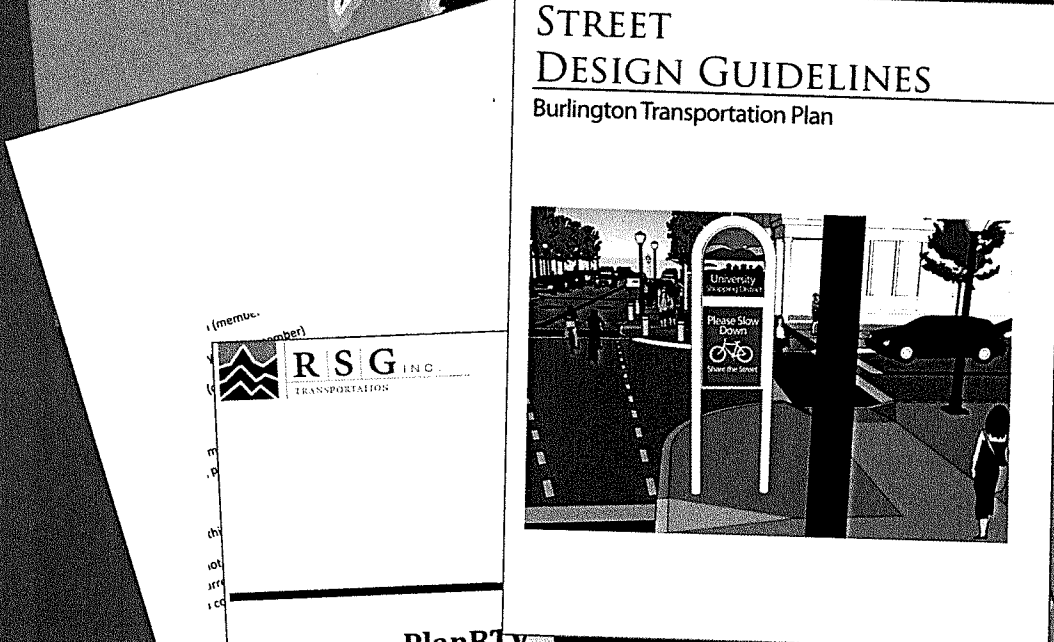
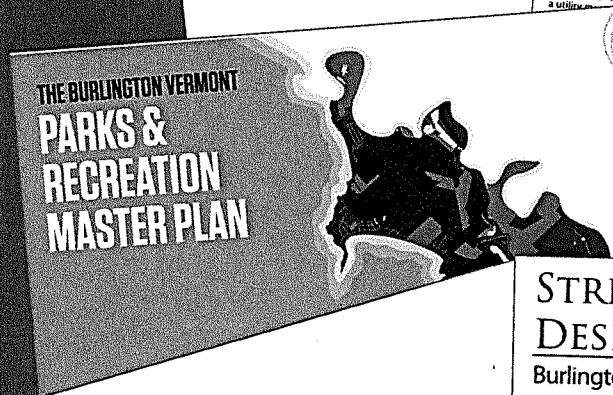
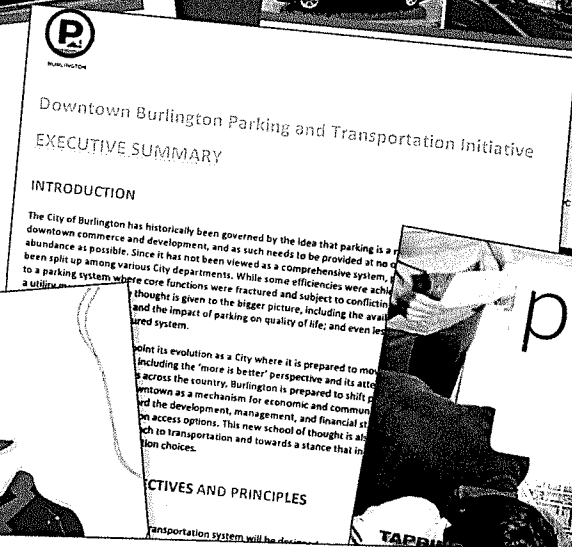
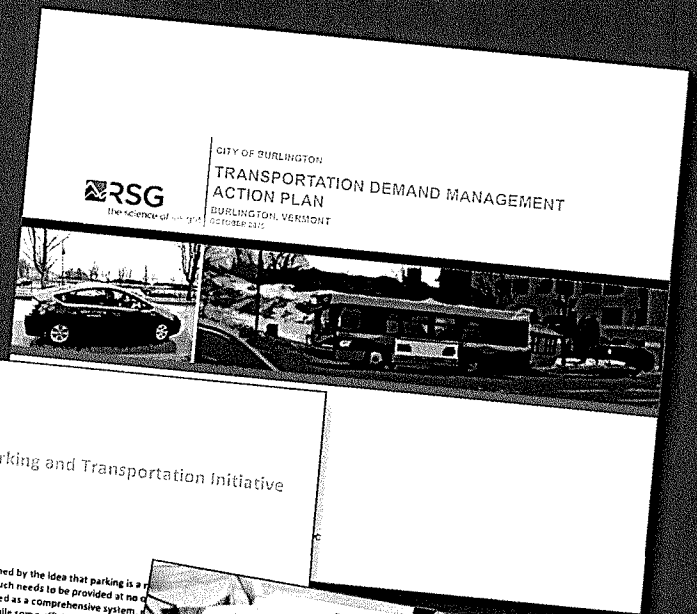
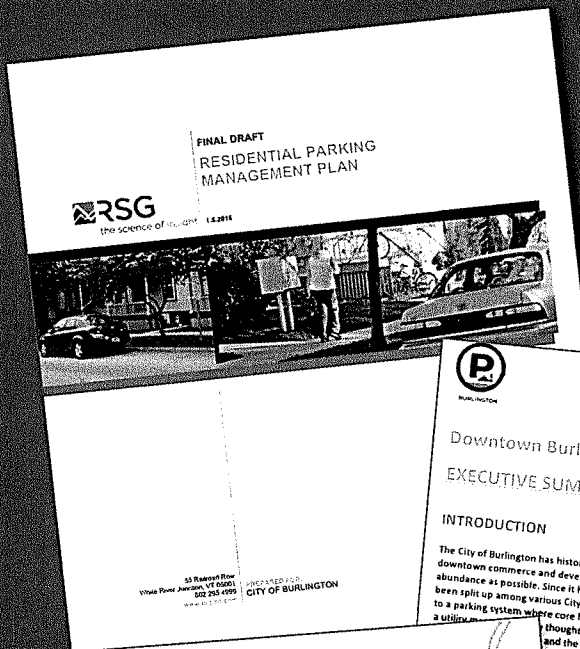
Approach: Based on our prior successful teaming experiences, we have included Vermont Survey and Engineering Inc. (VSE) for field survey services and KCI technologies, Inc. (KCI) for utility location services. We have worked with VSE for over 25 years and recently worked with KCI on Burlington's Shelburne Street roundabout. KCI's effort in particular will be critical in understanding location of underground infrastructure. This is important so that the reconstruction of the street and utility relocations can be carefully thought out in terms of maintaining existing utility services to project abutters while maintaining access through the work zone for people who need it. Disregarding this step can lead to significant risk to the City during construction via redesign and change orders if existing utilities are in direct conflict with proposed infrastructure.

VSE specializes in field survey that complies with VTrans standards. They will conduct a topographic and utility survey and develop a site plan of existing conditions for Blocks 1, 2, 3, 4, 7, and 8 as shown in the RFP Figure 1: Phase One Limits. All surveying activities will be conducted under the direction and supervision of a Vermont Licensed Land Surveyor.

KCI specializes in Subsurface Utility Engineering (SUE) and will provide the following SUE services on this project:

During Phase 1

- Quality Level D (QL-D) - Records and Information research, collection and review.



- KCI will conduct appropriate investigations to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
 - KCI will collect applicable records and review for evidence of the existence and approximate location of existing involved utilities.
 - KCI will compile and present the data by transferring information on all involved utilities to appropriate plan sheets as directed by the client/owner. During this process KCI will exercise professional judgement to resolve conflicting information. KCI will indicate, where possible, utility type and ownership, date of depiction, line size, number of jointly buried cables and encasement.
 - For reference only. Quality Level C (QL-C) - (to be completed by other team member) Topographic survey of existing surface features of subsurface utility facilities or systems. I.e. valves, hydrants, man hole, vault and catch basin covers, telecom and electric drop locations, etc. Also included in this item would be survey of storm and sanitary invert measurements. KCI will collaborate with the team surveyor and review for quality control. Expected to be completed during survey of QL-B markings.
 - Quality Level B (QL-B)- Designation of existing utilities (utility marking)- Line detection and marking.
 - KCI will select and apply appropriate surface geophysical methods to search for and detect subsurface utilities within the project limits, and/or trace a particular utility line or system. This may include pipe and cable locating equipment and ground penetrating radar.
 - Based on an interpretation of the data, KCI will mark the approximate horizontal location of utilities on the ground surface for subsequent survey (by other team member).
 - KCI will provide a point system of the markings and collaborate with the team surveyor for accurate survey of the designated utilities.
 - KCI will review and exercise professional judgement to correlate data from different sources to resolve conflicting information. KCI will provide information for the team to update the plan sheets to reflect the integration of QL-D, QL-C and QL-B information.
 - KCI will recommend follow-up investigations as may be needed to further resolve discrepancies.
 - KCI deliverables to include not-to-scale sketches and review of the surveyed designation plan sheet
- During Phase 2**
- Quality Level A (QL-A) – Locating -Verification of horizontal and vertical location of target utilities
 - KCI will perform vacuum excavated test holes to verify, by exposure and survey of the utility at specific points, the exact horizontal and vertical location of targeted utilities where design review identifies potential conflicts with proposed new facilities.
 - Vacuum excavation provides a minimally intrusive and non-destruction method that minimizes the potential for damage to the structure or facility being exposed. Using this method allows for the exposure of facilities without damage to the line, wrapping, coating, cathodic protection or other coverings or features
 - Data collected includes: elevation of top and/or bottom of the utility, tied to the project datum, to an accuracy of +/- 0.05 feet, elevation of existing grade over the utility at test hole, horizontal location, outside diameter of the facility, utility material (when ascertainable), pavement thickness, identity of utility owner and other pertinent data as is noted during test hole operations.
 - KCI is anticipating thirty (30) test holes locations between 0-6' deep each.
 - The test hole is restored with excavated material compacted in a manner acceptable to the owner. Pavement areas are restored using replaced asphalt cores and epoxy restoration practices. Non-paved areas are restored in-kind, as nearly as practicable to pre-existing conditions.
 - Upon completion of test hole operations, KCI will use its professional judgement to correlate from different sources and to resolve conflicting information. KCI will recommend any follow-up investigations as may be needed to further resolve discrepancies.
- Deliverable:** Full topographic ground survey of Cherry Street and Block 6 of Bank Street (with Block 7 as an add alternate) and existing utility locations in the 3-d model.

Task 3.2.3: Evaluation of Existing Conditions

Scope: During this phase of project development, all resources in the project area must be identified. These resources and conditions shall include as a minimum: Wetlands (if applicable), Archaeological and Historic, Community Character/Aesthetics/ Scenic Resources, Right-of-Way, Stormwater Treatment Options, existing utilities, potential soil contamination and brownfield concerns.

Approach: In addition to the items above, it is proposed the information collected include the following; any pertinent previous plans or studies, any planned developments, available traffic, pedestrian and bicycle counts, VTrans recorded crash listing, and transit routes/stops/boarding counts. This additional information will provide an understanding of potential existing issues that can be discussed with stakeholders. ***We have assumed improvements will include the Cherry and St. Paul Street intersection and there will be limited traffic improvements at the Battery Street and Cherry Street intersections***

Important features to understand are existing pavement conditions, existing soils, existing pavement and subbase, existing groundwater conditions and existing contaminated or redevelopment soils. We propose to perform soil borings in the street to understand these features and to form the basis of a pavement recommendation. One of the project's greatest costs will be the street pavement. As a major

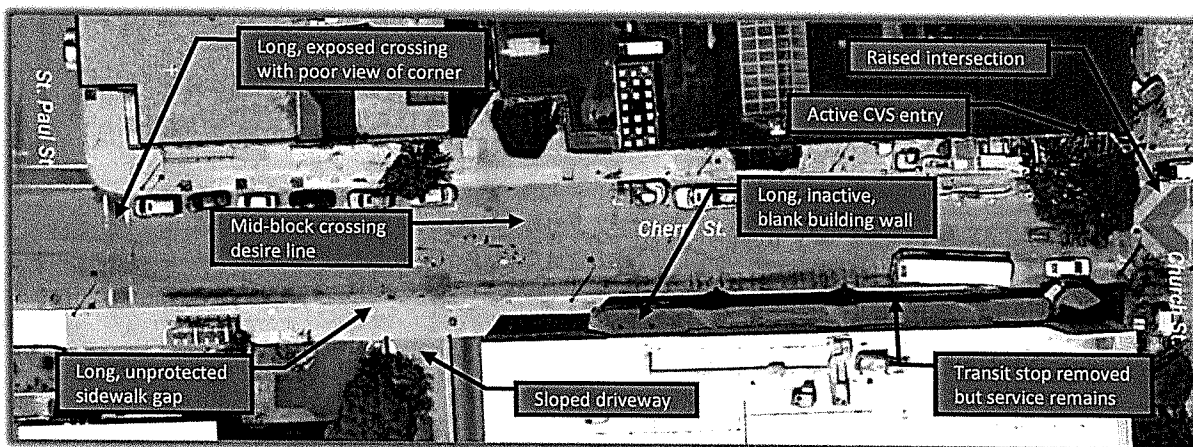
investment we propose to use the boring information and any available Pavement Management Information System (PMIS) distress and ride data to develop a pavement recommendation. Strategies typical include overlay existing, cold plane and overlay, reclamation and full depth reconstruction. The pavement recommendation will include consideration of cost-effectiveness, repair of the specific problems of the existing pavement, prevention of future problems, and meeting the existing constraints of the project. It will be submitted to the City for review and approval.

We have included The Johnson Company (JCO) on our team as they have a long-standing positive relationship with the Vermont Department of Environmental Conservation and extensive understanding of Vermont's environmental regulations, particularly the Brownfields Program, evolving soil management laws, and Petroleum Cleanup Fund makes JCO the perfect candidate to serve as a resident environmental expert for the Burlington Great Streets- Cherry and Bank Street Initiative.

Based on JCO's extensive experience designing and implementing soil management plans that cost effectively address contaminated soil risks concurrently with construction, it is imperative that due-diligence is performed up-front to characterize soil quality prior to construction. JCO proposes the following steps that will serve to eliminate surprises that could have extremely adverse impacts on project budgets and schedules:

Block 4 Considerations: Cherry Street Near Church Street

Existing Conditions



- **File Review:** JCO will perform a review of applicable reports and compile data that are available from VTDEC to better understand soil quality in the project area. The primary objective will be to use this understanding to develop a soil sampling plan that focuses on areas where data does not exist and only analyzes samples for contaminants that have been previously identified. This brief file review will significantly reduce the cost of the soil pre-characterization effort described below.
- **Pre-Characterization of Soils:** In conjunction with VTDEC, JCO will develop and implement a sampling plan that will provide adequate data to develop cost effective soil management strategies that are compliant with the 'development soil' regulations presented in the VTDEC's 2017 IRule. JCO would propose soil sampling for PAHs (and to a lesser extent arsenic and lead) in areas where data does not previously exist. This sampling would occur in a stratified manner to characterize soils relative to depth. This approach, as opposed to single point locations where soil samples are composited over a broad depth interval, will improve the constructability aspect of a soil management plan and ultimately decrease overall project cost. To further save on cost, JCO would perform this soil sampling effort in concert with the geotechnical work that will be required.
- **Data Interpretation and Figure Preparation:** JCO will synthesize the soil data and develop figures that are clear, concise and useable to support the contractors during construction. The figures will have color coded areas that are defined by the soil quality data. Each category of soil will have clear instructions for how it could be reused within the project area or be disposed of offsite in a compliant and cost-effective way. These figures will be incorporated as special provisions in the bid documents.
- **VTDEC Coordination / Soil Management Planning:** JCO will collaborate and negotiate with VTDEC to establish an approved soil management plan that will consider constructability and cost throughout. This plan will include soil volume quantification, management, reuse and disposal costs that can be relied on for planning purposes.

Deliverables: Existing conditions memo with collected information and analysis attached, soil boring logs, a pavement recommendation and soil characterization and soil management strategy .

Task 3.2.4: Internal and External Stakeholder Interviews

Scope: The project team will organize and facilitate interviews with internal and external stakeholders to review the conceptual design and gather input/identify key issues/ opportunities for the development of the standards. The project team will ensure that the interviews are properly documented.

Approach: Designing with community in mind is what Stantec is all about. Not only do we believe that directly engaging stakeholders and the public in our work early in the process is extremely valuable for achieving consensus, we have proven this formula successful time and time again. Burlington has already engaged its citizens and businesses in charrette workshops and extensive public process during the evolution of the Great Streets Initiative. However, as each street segment gets close to reality, continuing engagement through interviews is of tremendous value. Only by listening directly to the stakeholders who know their streets; who live, work, and play on them daily; whose businesses rely on the "front door" of the street—can we achieve a successful design.

While listening to and learning from stakeholders is an invaluable way to identify pitfalls and avoid costly redesigns, we know that engaging people to participate in the actual conceptual design process gives a sense of ownership that is the best form of consensus-building possible. Indeed, we could design a great street on our own that works for everyone; but it will only be an embraced success if stakeholders played a hand in its evolution. This type of consensus is what Burlington needs to maintain the momentum of the Great Streets Initiative for years to come.

Simultaneously, our team will be developing the initial conceptual designs for all street segments, and team members will seek direct input from every stakeholder after each interview to translate needs directly to paper and CAD.

We believe the direct involvement of internal and external stakeholders is critical to the success of a street design and afford the City a great opportunity to educate and advertise the merits of the Initiative.

Deliverables: Stakeholder interviews; stakeholder engagement summary memo.

Task 3.2.5: Concept Plans (30%)

Scope: Our team will review the previous plans, guidelines, and initiatives related to downtown streets (as listed in Section 6 of the RFP) to prepare a 30% conceptual design for the study area. Conceptual plans will be based on a three dimensional survey and include the following elements as a minimum:

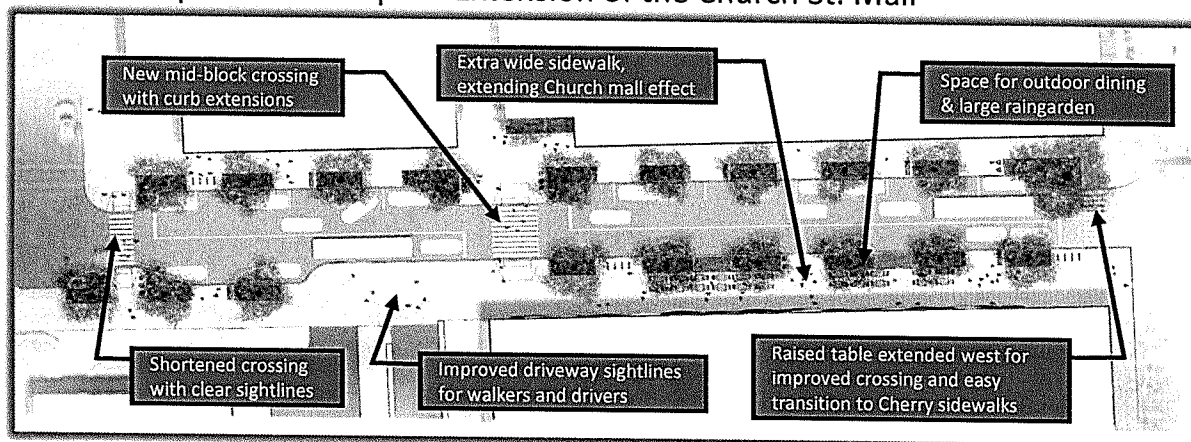
- Title page;
- Typical sections;
- Base plan and profile sheets showing the project centerline, stations, approximate construction limits and existing right-of-way delineation;
- Plotting and identification of any identified resources;
- Cross section with templates as appropriate;
- Pavement structure thickness design as appropriate; and
- Conceptual traffic control as appropriate and clear zones.

Cost estimates for the concept will be prepared. Conceptual plans will be presented at a public meeting, either as an agenda item at a City Council, TEUC and/or Public Works Commission meeting. As noted in the next task, we recommend both a public design session at a "draft final" stage and a later final design presentation.

Approach: Design is what Stantec does best. However, knowing that the purpose of conceptual plans is to establish and understand the opportunities, challenges, impacts and costs of a proposed design and its various features, we know that design cannot be done in a vacuum. Our approach to developing conceptual designs for Cherry and Bank Street necessarily involves the people who know these factors the best: local stakeholders and citizens.

Well-developed conceptual plans for Cherry and Bank Street will form the basis to decide what major features are carried forward or modified in further detail in Phase 2. In addition to stakeholder input, our team will be sure to incorporate the wealth of valuable design and construction standards outlined in the Guidelines as well as the numerous policies, plans, and procedures identified in part 6 of the RFP. It is anticipated the design will contribute to the safety for all users, make businesses stronger, provide public space, incorporate flexibility to meet future needs, and provide an ecosystem that manages stormwater. The design will consider cost effective, durable and maintainable features and identify the location of sidewalks, crosswalks, street trees and lighting, bicycle facilities, transit facilities, traffic signals, parking facilities, traffic calming features, gateway and streetscape elements, stormwater treatment, utility improvements, and public art space. Since the design will be based on 3-D terrain model, we can readily develop 3-D images of the proposed design. These will provide the public and stakeholders a visual understanding

Block 4 Optional Concept A: Extension of the Church St. Mall



of the various elements, and their aesthetics and impacts. It is also proposed we provide an image at each block.

One item to determine early is the style and type of street lighting. Having worked with the BDPW and BED on previous street projects we proposed to work closely with them to understand the options of fixtures and developing a fixture recommendation. Our experienced construction staff will also review the constructability of the proposed design. This will include developing the construction phasing and duration for each phase.

To understand costs and make budget decisions, experience has proven a detailed itemized cost estimate at conceptual plans is needed. This allows us to summarize cost by key elements and so as clients can determine what features to move forward and discuss what features could be done under a future phase. This way the design can accommodate future elements. For instance, we often include underground conduit in our construction plans. This allows for communication or electrical service to future elements such as Intelligent Transportation Systems (ITS), including adaptive traffic control and parking management. The result of the conceptual plan phase will be a well-documented direction for future plan development. If federal funding is used for the project or portions of it, NEPA documentation may be required. This project would likely be eligible for a Categorical Exclusion (CE). Since the evaluation of existing conditions included identifying all the concerned resources, the effort for a CE is limited. Typically just a CE checklist and cover letter is

required. In the instance this additional scope is needed, it is not anticipated to be very significant.

Deliverables: Conceptual plans (title sheet, typical sections, profiles, cross sections, stormwater concept, streetscape concepts, construction/traffic phasing), utility conflicts, list of anticipated permits, visualization images, public presentation, and stakeholder/public meeting notes.

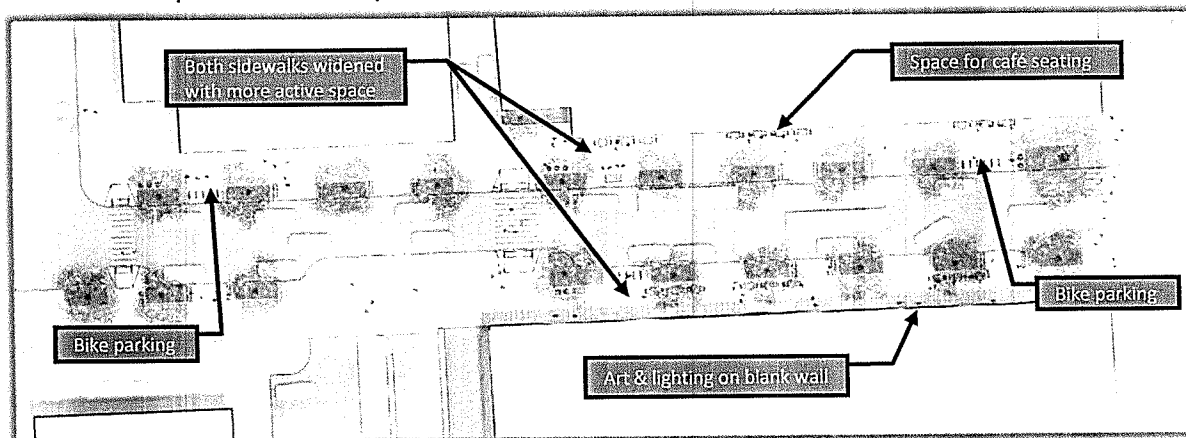
Task 3.2.6: Public Review Process

Scope: The project team will coordinate with the City's Project Manager to organize, publicize and facilitate a Public Review Process. The Consultant team will present the conceptual plans and documents to the Public Works Commission, Transportation, Energy and Utility Committee and the City Council for formal adoption.

Approach: At this stage, the concept design should be very well vetted with the key stakeholders, City staff, MPM, and the publicly vetted Great Streets - Burlington Downtown Street Standards. The public review process will be the City's opportunity to show how the design has met the publicly vetted street standards and balanced the needs of key stakeholders. This review process will be informational in nature and intended to receive formal adoption by City Council. There will be no substantive changes to the design concept as a result of the feedback received at these meetings.

Deliverables: Public meeting presentation materials; public meeting summary memo.

Block 4 Optional Concept B: Balanced Walking Environment



3.3 Phase Two: 100% Design for Cherry Street

This area of Cherry Street includes two city blocks: Battery Street to Pine Street and St. Paul Street to Church Street. As depicted in Figure 2 of the RFP, the area includes the Cherry/Battery Street and the Cherry/St. Paul Street intersections.

It is understood the intent is to construct this area of Cherry Street in 2019 and 2020. To do this and meet the schedule provided in the RFP this phase needs to be completed in a 13 month period: July 2018 to August 2019. Our approach to assure this is to obtain and document stakeholder input and decisions during the concept phase so as time consuming changes and rework are minimized during this phase.

Producing final designs is what we do best. We understand the process and recognize and can anticipate critical issues and decisions needed before they effect the schedule. Experience has proven an important factor in meeting final design schedules is having regularly scheduled team meetings. These meetings will focus on the project issues and schedule with documented action items that holds team members accountable. Our dedicated project manager, Greg Goyette, is a master at project execution. His success on past projects includes constant follow-up on outstanding issues and documenting their resolution. Selection committee members are encouraged to consult with our references regarding our past performance and meeting final design schedules.

Our approach includes considering and utilizing, when applicable, the features, details and specifications being developed for the Great Street designs of St. Paul Street and Main Street. This will provide any needed consistency of features and specifications and make for an efficient detail development. Also any "lessons learned" from this previous Great Street process will be solicited and considered for this project.

The following is a detailed task description, our approach and considerations as we develop the 100% plans.

Task 3.3.1: Public/Stakeholder Meeting

Scope: The Stantec team shall organize and facilitate interviews with internal and external stakeholders to understand specific concerns. Internal stakeholders include DPW, BED, and BPRW, as well as the TEUC. External stakeholders include neighborhood groups, adjacent landowners, and businesses.

Approach: Our approach is to build off input and decisions made during the conceptual phase. We expect many of the internal and external stakeholders will have been involved during the conceptual phase and this input will involve the final details and features. One of the most important is to coordinate with adjacent landowners and their needs and future plans, including the BTC developer and consultants. Interview questions will be prepared in advance for City approval to keep discussion focused on key design elements that require stakeholder feedback.

In addition to the regular project meetings, we have budgeted for a 10 stakeholder meetings during the final design.

Deliverables: Meeting agendas, meeting notes documenting discussions, project purpose and need statement.

Task 3.3.2: Preliminary Plans (60%)

Scope: Preliminary Plans (60%) shall be prepared and submitted for review including at a minimum: width and depth transitions, roadside barriers, cut to-fill transitions, drives/curb cuts, intersections, drainage, erosion prevention and sediment control, traffic signs/pavement markings, street lighting/furniture, street trees, landscape treatments, signalization and staging, traffic management/detours, cross section templates, construction limits, plan sheet notes, itemized quantity sheet,

pothole locate and condition assessment of subterranean utilities.

Cost estimates will be updated and the preliminary plans will be presented at a public meeting, either as an agenda item at a City Council, TEUC and Public Works Commission meeting. The Stantec team will be prepared to respond to a City review regarding constructability that includes third party review through a resident-engineering consultant.

Approach: The purpose of preliminary plans is to form the basis of coordinating property owner and utility impacts, acquiring rights-of way (ROW), relocations and replacements, developing environmental permit applications and solidifying the project details and costs. Preliminary plans need to include details for traffic signal modifications, street lighting, and drainage/stormwater facilities and their design needs to avoid, to the extent practicable, impacts to utilities and ROW. Team members understand it is imperative to know the utility needs and ROW needs at this phase. Experience has proven the best way to save costs and time is to know what exists today and consider designs that avoid utility or ROW impacts if possible. More regarding our approach to utilities and ROW is below.

As with many of our urban projects, we anticipate developing curb alignment and curb grade sheets. This will assure ADA compliance and assist the contractor and resident during construction. A transportation management plan (TMP) will be developed. This will include temporary traffic control plans, a transportation operations plan to address traffic management strategies and coordination with other concurrent projects, and an incident management plan. We are currently developing a similar (TMP) for the Burlington's Shelburne Street rotary reconstruction, and many elements apply to this project.

Deliverables: Preliminary plans (title sheet, typical sections, profiles, cross sections, drainage/stormwater layout and details, curb alignment/grading sheets, landscape/streetscape sheets, traffic control sheets, traffic signal plan, and EPSC plans), itemized quantities and estimate, public presentation, and stakeholder/public meeting notes.

Task 3.3.3: Final Plans (100%) Cost Estimate and Bid Package

Scope: Final Plans (100%) shall be prepared

and submitted for review including all requested changes to the plan elements as a result of the utility coordination, and additional details requested during the City's Preliminary Plan review. Tasks include: prepare final plans, update cost estimates, create bid package documents, submit plans to permitting agencies as required, develop Contract Plans, quantities, specifications, contract terms and special provisions.

Approach: Final plans, quantities, specifications, contract terms and special provisions form the basis of a contractor's bid and need to be complete, accurate and closely reviewed. Providing contract packages meeting these requirements is what our team is best at. It is what we do and have done for over 50 years. The lessons learned from these years of experience are invaluable to address potential ambiguities and conflicts leading to contractor change orders and claims. Our process to minimize opportunities for this are described in the Quality Control and Quality Assurance scope below. Having developed the contract documents for recent City of Burlington and Vermont LTF projects, we can efficiently pull these together for internal and City review. Once completed and reviewed internally a complete set will be provided to the City for review. The received City comments will be responded to and addressed.

Deliverables: Final plans (title sheet, typical sections, profiles, cross sections, drainage/stormwater layout and details, curb alignment/grading sheets, landscape/streetscape sheets, traffic control sheets, traffic signal plan, and EPSC plans), Contract plans, updated quantities and estimate, bid documents, specifications and special provisions.

Task 3.3.4: Utilities

Scope: In conjunction with design development, the consultant shall: Coordinate with public and private utilities to analyze and present recommendations or options for consideration of utility existing conditions, necessary upgrades, accommodation and relocation. (Note: Water, Stormwater, Sewer, Electric and Telecom are all City utilities. Private Telecom and Vermont Gas also exists.); support the City in developing any required utility agreements/design/construction documents and permits; coordinate with property owners regarding access to utilities via right of way and ensure appropriate stubs are incorporated into the design.

Approach: As indicated above, it is proposed the utility coordination begin early. Their existing facilities

ties and condition will be solicited and known prior to conceptual plans. We will work closely with utility owners to understand their existing facilities and their condition. This is often a challenge since many owners have limited records. As indicated earlier we have incorporated underground utility locator services in the existing conditions phase to supplement provided record information. Any needs to upgrade existing utilities by owners will be noted. We will coordinate with utility owners on these needs and where it is best to locate their new facilities to minimize impacts and facilitate construction phasing. This will be done in conjunction with conceptual plan develop. In the instance relocation or replacement are needed we will work with utility owners on their relocation routes during the preliminary plan development. This will avoid the need to have major design adjustments subsequent to preliminary plans and that the overall design including utilities is constructible. We have extensive experience with utility coordination and can anticipate issues before they become a critical path item. We have just completed a similar exercise with the Waterbury Main Street reconstruction for VTrans. Based on that experience, VTrans has assigned us the utility coordination for the Shelburne Street Rotary reconstruction. Many of the same stakeholders will be involved with this project's utility coordination.

The effort and time associated with utility coordination is difficult to determine at this early stage. We have included a budget estimate and propose to finalize it once the extent of coordination is known.

Task 3.3.5: Permit Coordination

Scope: The project team shall coordinate with the appropriate agencies regarding the need for these permits prior to the final submittal of the documents for preliminary and final plans. Some permits may be obtained following the development of 100% final design; most agencies will want to see the detailed design plans before issuing any permits or signing off on the project. Permits may not be submitted until all requested corrections have been addressed and the City is satisfied that design issues are sufficiently resolved. Permits required for this task may include, but may not be limited to: Stormwater Discharge Permit, Construction General Permit (NPDES), Stream Alteration Permit, Conditional Use Determination Lakes & Ponds Permit, Section 401, Water Quality Certificate, Threatened & Endangered Species, Section 404, US Army Corps of Engineers Permit 23, VTrans Highway Access Permit (Title 19 V.S.A. §1111).

Approach: With the conceptual plan submission we will identify anticipated permits and clearances. This will be relatively straightforward since environmental resources will be known early on and our initial research suggests they are limited. This way permit considerations, such as avoidance or minimization, will be included in the conceptual plan design. Based on our urban project experience it is expected permits will be limited to a Construction General Permit (CGP) and a Stormwater Operational Permit if the project is over the threshold of redeveloped area. Typically we develop preliminary plans with sufficient detail to pursue these two permits. This allows the permit process to run concurrent with final plan development and the permits to be in place by contract plan completion and not be a critical path item. This is the approach proposed for this project which can be determined once preliminary plans are reviewed.

Deliverables: Construction General Permit (CGP) application and a Stormwater Operational Permit application with supporting documentation. All associated permit fees are the responsibility of the City as the applicant.

Task 3.3.6: Right of Way/ Easement

Scope: Prepare plans detailing land, rights and areas of permanent and temporary construction easements to support right of way acquisition as may be required by the City.

Approach: Make the ROW process as simple as possible. If federal funding is not used the process can be more straightforward and less time consuming. It is important to have adequate rights to construct the project so as costly rights issues do not arise during construction. The first step is to establish the existing highway ROW. During the conceptual plan stage, we will research existing ROW, property lines, and owners, to the level of accuracy commonly applied to VTrans projects.

Based on our experience with the Church Street and St. Paul Street projects, the existing ROW is likely close to the building face.

In the instance there is work on City maintained sidewalk but beyond the ROW the City can simply use the claim of Dedication & Acceptance for work on the sidewalk. Any deed requirements or appraisals are eliminated. We have had great success with this on our Manchester Main Street reconstruction. If rights are needed, such as temporary grading

rights at driveways, they are likely minor and temporary. The extent of these will be known at the preliminary plan stage. This approach will be discussed with the project team and city attorney.

Needed rights will be addressed on ROW plans and it is assumed acquired with waiver valuations. This was the case for our recently completed US 4/7 Path construction in Rutland. We will work closely with City attorneys to assure the ROW was clear for construction and that right issues do not occur during construction. It is proposed any rights be pursued during the development of final plans so as they are not a critical path item.

Deliverables: Highway ROW and property owner research documentation, and ROW plans.

Task 3.3.7: Bid Services

Scope: In support of the project bid phase, the consultants shall: coordinate and attend pre-bid meeting, answer technical questions about the project design, review bids for conformance, conduct a bid analysis.

Approach: Stantec will develop a pre-bid meeting agenda and distribute for review. It will emphasize critical items for the contractor to consider in their bids such as interim completion dates, liquidated damages and special items. Being local we can readily meet with the project team during bidding to address questions and issues. As we have done on over 30 locally administered projects we will apply our bid analysis spreadsheet to the bid items and highlight items differing greatly from the estimate, or those that result in an unbalanced bid.

Deliverables: Pre-bid meeting agenda, written answers to questions and results of bid conformance review and bid analysis.

Task 3.3.8: Quality Control and Quality Assurance

Scope: Develop a project quality management plan (QMP) and review with client and team members. QMP will include quality control and quality assurance procedures, designer checklists and QC/QC documentation. Perform QC/QA prior to each submittal and provide documentation with each submittal.

Approach: Stantec has a firm-wide initiative for quality management, quality design and quality plans. As a result, we are ISO 9001 certified. In order for a quality control plan to be successful, it needs to be part of the corporate culture and it needs to be easy and efficient to set up and use. To facilitate this, Stantec has developed a template for each of its practice areas, including transportation. This template is used to create project-specific Quality Management Plans. Many of the ISO 9001 principles are included in the plan. Most importantly, the plan is distributed to all team members so the importance of quality is known and staff are committed to following its direction. The plan typically contains specific steps and checklists unique to the client. We encourage the selection committee members to review our work with our references which will further demonstrate our commitment to quality. Our process goes beyond simply design checks. It includes an independent review and constructability review at key milestones and an audit process that assures compliance and to identify best practices to share with others. The result is a project we can all be proud of.

The QC/QA process extends to our subconsultants. On this project our subconsultants are very limited. This allows for a more efficient project development and less coordination cost to the City.

Deliverables: A QCP and completed QC documentation with each plan submission.

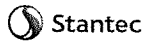
3.4 Phase Three: Construction Administration

Scope: Oversee construction administration for the duration of the construction project and provide the City with assurances as the designer of record to work in collaboration with the resident engineer to develop as-built construction plan sets that meet the original design intent.

Approach: Based on our experience the construction engineering includes assistance during letting process. This includes managing the process, addressing contractor questions during letting, developing an addendum and analyzing the contractor's bid for discrepancies and potential weighting of unit prices. Having completed over 30 locally administered transportation projects in the last 10 years we have the experience to identify and resolve bid issues before they generate additional costs to the City. During construction, our team members are just a few miles away and are able to readily attend the preconstruction conference to point out important and sensitive issues identified.



Cost Proposal



55 Green Mountain Drive
South Burlington, VT 05403

TASK-LABOR HOUR SCHEDULE

City of Burlington
Great Streets - Bank and Cherry Streets
Burlington, VT
January 5, 2018

TASK	Principal	PM	Sr. Engineer	Project Engr./ Env. Specialist	Urban Designer	Landscape Arch	Technical / Clerical	TOTAL
3.2 Phase One - 30% Conceptual Design								
3.2.1 Schedule								
Attend Kick-off meeting and review project scope/schedule	2	4			8		2	16
Monthly Coordination meetings (assume 5)	4	15	15		15			49
3.2.2 Topographic and Utility Survey (coordination and clean up only)		4	16				16	36
3.2.3 Evaluation of Existing Conditions								
Wetlands/T&E/Wildlife				2				2
Archeological and Historic				By SubConsultant				
Community Character/Aesthetics/Scenic resources				2				2
Right-of-Way (See below)				See Below				
Stormwater Treatment Options				See Below				
Obtain subsurface soils information and develop recommendation		4	40	40				84
Soil Contamination/Development Soils/Brownfields				By SubConsultant				
Permit Requirements				12				12
3.2.4 Internal & External Stakeholder Interviews								
Develop Draft Graphical Alternative Corridor Concept Plan	8	8		8	40	80	8	152
Interview Abutters(Assume 20)		40			40			80
Refine Graphical Alternative Corridor Concept Plan		8		8	20	40		76
Develop visualizations/graphics		4			10	40		54
Review with Internal Stakeholders (Assume 4 meetings)	4	12			12			28
Review with External Stakeholders (Assume 10 meetings)	4	20			20			44
Develop conceptual alignment, profile, sections		8	60	10			40	118
3.2.5 Conceptual Plans (30%)								
Title Page		1		2			2	5
Typical sections		1	4			4	2	11
Plan		8	16	32			20	76
Profiles		2	4	8			8	22
Cross Sections		2	8	16			8	34
Pavement Design			8					8
Conceptual Traffic Control		4	8	16				28
Construction Cost Estimate	2	4	8	16		16	8	54
3.2.6 Public Review Process								
Organize and publicize meetings		2					8	10
Develop presentation					4	16	8	28
Attend and document meetings (assume 4)		12			24			36
3.3 Phase Two - 100% Design for Cherry Street								
3.3.1 Public/Stakeholder Meetings (assume 10)		20		20				
Monthly Coordination meetings (assume 12)	4	24		24				52
3.3.2 Preliminary Plans (60%)								
Title Page		1		2			2	5
Typical sections		1		4			2	7
Plans								
Geometric (3)		2	4	8			16	30
Construction/Drainage (3)		8	16	32			64	120
Grading (3)		4	8	16			16	44
Profiles (3)		2	4	8				
Cross Sections		8	16	32			64	120
Drive sections		2	4	8				
Erosion Protection/Sediment Control (3)		2		8			16	26
Signs/Pavement markings (4)		2	4	8			24	38
Cherry/Battery St Signal Modifications (1)		2	40				40	82
Street Lighting layout/details (5)		2	40	8			40	90
Landscaping plans/details (10)				By SubConsultant				
Traffic Control/Detour plans (5)		2	40	8			40	90
Quantities		4	16	32			32	84
Submit for review/QC/QA	4	4					2	10
Public Presentations (3)								0
Develop responses to review comments		4	8					12
3.3.3 Final Plans(100%), Cost Estimate, and Bid Package								0
Incorporate revisions		4	16	32			32	84
Finalize plans		4	16	32			32	84
Update quantities and estimate		4	8	16				28
Create specification/ special provisions		4	40				8	52
Submit final plan package for review		4					2	6

TASK	Principal	PM	Sr. Engineer	Project Engr./ Env. Specialist	Urban Designer	Landscape Arch	Technical / Clerical	TOTAL
Incorporate comments		4	8	40			8	60
Submit contract plans, Specifications,	4	4					2	10
3.3.4 Utilities								
Coordinate with Utilities (Assume 6 meetings)		12	40					52
Relocation and upgrade designs (By Utility Owner)								0
Add new/relocated utilities to plans		4	4	40			40	88
Provide available information for utility agreements		4	8					12
Coordination with Property Owners		4	40					44
3.3.5 Permit Coordination								
Stormwater Discharge		2	8					10
Construction General Permit		2	8					10
3.3.6 Right-of-Way/Easements								
Deed research and property owner reports				60				60
Develop Preliminary ROW plans and submit (assume 20 properties)				20			40	60
Revise ROW plans and resubmit				8			16	24
Address questions during negotiations				8				8
3.3.7 Bid Services								
coordinate and attend pre-bid meeting		4	8					12
answer contractor questions		2	16					18
review and analyze bids		2	4	8				14
3.4 Phase Three - Construction Administration								
3.4.1 Attend Pre-construction Conference		2	2					4
3.4.2 Address questions and field changes (assume 120 Hours)				120				120
3.4.3 Perform shop drawing reviews		20	8	40			12	80
3.4.4 Perform Site Visits (assume 40)		40		40				80
3.4.5 Attend Final Inspection		4	4					8
3.4.6 Produce record drawings		2	4	20			80	106
TOTALS	36	389	629	874	193	196	760	3077

SE Group Cost for Great Streets : Cherry and Bank Streets

Task	AP	PO	Staff		
		140	115	80	
Phase One					
3.2.4 Internal & External Stakeholder Interviews		8			
3.2.5 Concept Plans		8	8		
3.2.6 Public Review Process		8			
subtotal hours		24	8	0	
subtotal fee \$	3,360.00	\$	920.00	\$	- \$ 4,280.00
Phase Two					
3.3.1 Public/Stakeholder Meetings + Coordination Calls		10	30		
3.3.2 Preliminary Plans (60%)		34	83	52	
3.3.3 Final Plans (90% and 100%)		34	84	68	
3.3.7 Bid Services		8	20	0	
subtotal hours		86	217	120	
subtotal fee \$	12,040.00	\$	24,955.00	\$	9,600.00 \$46,595.00
Phase Three					
3.4.1 Pre-Construction Conference			4		
3.4.2 Request for Information		4	8		
3.4.3 Shop Drawing Review		6	16		
3.4.4 Site Visits		10	40		
3.4.5 Final Inspection			6		
3.4.6 Record Drawings					
subtotal hours		20	74	0	
subtotal fee \$	2,800.00	\$	8,510.00	\$	- \$11,310.00
Total \$	18,200.00	\$	34,385.00	\$	9,600.00 \$62,185.00

3.2.2 Topographic & Utility Survey (Blocks 1, 2, 3, 4, 8)

3.2.2 Topographic & Utility Survey (Blocks 1, 2, 3, 4, 6)

Personnel	Principal/Licensed Land Surveyor	Project Manager	ROW Agent	Survey Party Chief	Instrument Operator	CADD Operator	Totals
Hours	10	10	0	75	75	30	200
Hourly Rate	\$125.00	\$88.00	\$86.00	\$82.00	\$70.00	\$86.00	
Totals	\$1,250.00	\$880.00	\$0.00	\$6,150.00	\$5,250.00	\$2,580.00	\$16,110.00
Expense		Amount		Rate		Total	
Mileage		720 mi.		\$0.535		\$385.20	
Total Expenses							\$385.20
Total Estimate							\$16,495.20

3.2.2 Topographic & Utility Survey (Block 7)

3.2.2 Topographic & Utility Survey (Block 7)

Personnel	Principal/Licensed Land Surveyor	Project Manager	ROW Agent	Survey Party Chief	Instrument Operator	CADD Operator	Totals
Hours	0	0	0	15	15	10	40
Hourly Rate	\$125.00	\$88.00	\$86.00	\$82.00	\$70.00	\$86.00	
Totals	\$0.00	\$0.00	\$0.00	\$1,230.00	\$1,050.00	\$860.00	\$3,140.00
Expense		Amount		Rate		Total	
Mileage		160 mi.		\$0.535		\$85.60	
Total Expenses							\$85.60
Total Estimate							\$3,225.60

COST COMPONENT

Phase 1 - Task 1- QL-D Records Research	Lump Sum \$ 1,400.00
Task 2- QL-B Utility Designation (5 blocks, 1-4 & 8)	Lump Sum \$10,600.00
(estimating +/- 10,500 lf of existing utilities)	
Task 2 Alternate 1- add 1 block (block 7)	Add Lump Sum \$ 2,650.00
(estimating +/- 1,650 lf of existing utilities, to be completed during original mobilization for Task 2)	
Phase 2 - Task 3- QL-A Utility Locates (test holes, blocks 1, 2 & 4 only)	Lump Sum \$30,150.00
(budgeting 30 test holes)	
Total Cost w/o alternate 1	\$ 42,150.00
Add alternate 1	\$ 2,650.00
Total Cost with alternate 1	\$ 44,800.00

All pricing is inclusive of labor, equipment and expenses. Not included is special WZTC or permitting.

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THE JOHNSON COMPANY, INC
COST ESTIMATE FOR SOIL MANAGEMENT PLANNING
CHERRY STREET AND BANK STREET REDEVELOPMENT, BURLINGTON, VT

Description	Billing Rate/Unit	# Units	Units	Est. Cost	Notes
A. File Review					
<i>JCO Labor</i>					
Project Manager (Sr. Eng. VIII)	\$121 hr.		4 hrs.	\$484	Review and summarize findings from file/data review
Project Scientist/Engineer II	\$80 hr.		10 hrs.	\$800	Support file/data review - to identify analytical data gaps and develop a focused soil sampling plan
<i>Subtotal</i>				\$1,284	
B. Pre-Characterization of Soils					
<i>Assumptions:</i>					
1. 10 soil borings with soil samples collected from 3 depth-intervals per boring (10 borings with 3 samples per boring = 30 samples)					
2. 2-days on-site to complete the work					
3. Geotechnical will contract driller					
<i>JCO Labor</i>					
Project Manager (Sr. Eng. VIII)	\$121 hr.		2 hrs.	\$242	Project management, fieldwork oversight, coordination
Project Scientist/Engineer II	\$80 hr.		28 hrs.	\$2,240	Fieldwork (2-days onsite), travel, coordination, sample shipping, fieldwork mob/demob
Mileage	\$0.54 mile		162 miles	\$88	2 trips for drilling oversight and sample collection
<i>Field Equipment and Supplies</i>					
Photoionization Detector	\$90 day		2 days	\$180	
PPE and misc. tools/supplies	\$25 day		2 days	\$50	
<i>Subcontractor Costs</i>					
Drilling Services	\$0 event		1 event	\$0	Assumes drilling cost is included with geotechnical investigation
Pre-Characterization	Polycyclic aromatic hydrocarbons (PAHs) by 8270	\$90 sample	32 samples	\$2,880	30 soil samples
Sample Analysis	Arsenic and Lead by 6020	\$45 sample	8 samples	\$360	30 soil samples
<i>Subtotal</i>				\$6,040	
C. Data Interpretation and Figure Preparation					
<i>Assumptions:</i>					
1. Electronic delivery of all documents					
2. CAD or GIS figures of the Site are made available for use as base-maps					
<i>JCO Labor</i>					
Principal	\$184 hr.		4 hrs.	\$736	Principal-in-charge review
Project Manager (Sr. Eng. VIII)	\$121 hr.		6 hrs.	\$726	Figure and table review
Project Scientist/Engineer II	\$80 hr.		24 hrs.	\$1,920	Figure and table preparation
CAD/GIS	\$75 hr.		12 hrs.	\$900	Figure preparation
<i>Subtotal</i>				\$4,282	
D. VTDEC Coordination / Soil Management Plan/ Cost Estimating					
<i>JCO Labor</i>					
Principal	\$184 hr.		1 hrs.	\$184	Principal Review
Project Manager (Sr. Eng. VIII)	\$121 hr.		12 hrs.	\$1,452	Negotiations with VTDEC, meetings with stakeholders, general support correspondence, prepare presentation of findings, review of soil volume quantities and soil management costs, develop soil management plan and project management
Project Scientist/Engineer II	\$80 hr.		16 hrs.	\$1,280	Preparation and calculation of soil volume quantities and soil management plan and cost estimating support
<i>Subtotal</i>				\$2,732	

TOTAL \$14,338

HARTGEN



archeological associates inc

COST ESTIMATE

Archeological Resource and Historic Preservation Assessment
Cherry and Bank Streets - Great Streets Downtown Street Design
City of Burlington, Chittenden County, Vermont
January 2, 2018

	qty	hours	rate	subtotal
LABOR				
Task 1: Background Research				
Principal Investigator/Proj Mgr		6	\$ 82.25	\$ 493.50
Researcher		0	\$ 47.00	\$ -
Architectural Historian		0	\$ 77.00	\$ -
Architectural Historian Asst		0	\$ 42.00	\$ -
				\$ 493.50
Task 2: Site Visit				
Principal Investigator/Proj Mgr		8	\$ 82.25	\$ 658.00
Field Archeologist I		0	\$ 38.25	\$ -
Sr Architectural Historian		16	\$ 84.00	\$ 1,344.00
Architectural Historian Asst		16	\$ 42.00	\$ 672.00
				\$ 2,674.00
Task 3: Report Preparation				
Principal Investigator/Proj Mgr		24	\$ 82.25	\$ 1,974.00
Project Director		0	\$ 78.00	\$ -
Sr Architectural Historian		40	\$ 84.00	\$ 3,360.00
Architectural Historian Asst		0	\$ 42.00	\$ -
CAD/GIS Specialist		8	\$ 74.00	\$ 592.00
Researcher		0	\$ 47.00	\$ -
Technical Assistant		1	\$ 69.00	\$ 69.00
Copy Clerk		1	\$ 42.50	\$ 42.50
		0	\$ -	\$ -
				\$ 6,037.50
LABOR SUBTOTAL				\$ 9,205.00
EXPENSES				
Mileage	600		\$ 0.535	\$ 321.00
Tolls	0		\$ -	\$ -
Per Diem	2		\$ 123.00	\$ 246.00
Photography	0		\$ 20.00	\$ -
Postage	4		\$ 15.00	\$ 60.00
Report Copies	2		\$ 25.00	\$ 50.00
	0		\$ -	\$ -
EXPENSES SUBTOTAL				\$ 677.00
LABOR SUBTOTAL				\$ 9,205.00

TOTAL COST ESTIMATE \$ 9,882.00

P2018-1, ems

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55 Green Mountain Drive
South Burlington, VT 05403

COSTS SCHEDULE

City of Burlington
Great Streets - Bank and Cherry Streets
Burlington, VT
January 5, 2018

ITEM	Principal	PM	Sr. Engineer	Project Engr./ Env. Specialist	Urban Designer	Landscape Arch	Technical / Clerical	TOTAL
Total Labor Hours	36	389	629	874	193	196	760	3077
Average Hourly Rate	\$229	\$156	\$144	\$129	\$219	\$129	\$121	
Labor Subtotal	\$8,244	\$60,684	\$90,576	\$112,746	\$42,267	\$25,284	\$91,960	
Stantec Labor Total								\$431,761
Direct Expenses								
				Travel, Etc. (10 trips @ 400 mi/rdtrip + 10 days at \$300 per diem)				\$5,140
				Underground Utility Locator (Budget)				\$1,000
				Soil Borings (5 days)				\$5,000
				Soil Testing				\$1,000
				Traffic Control during soil borings (30 hrs @ \$60/hr)				\$1,800
				Printing				\$400
Stantec Total								\$446,101
Subconsultants								
					SE Group (Streetscape Design)			\$62,185
					Vermont Survey and Engineering (Field Survey)			\$16,495
					KCI (Utility Location)			\$42,150
					Johnson Company (Contaminated/Development Soils)			\$14,338
					Hartgen Archeological Associates (Historic and Archeology)			\$9,882
Project Total								\$591,151

Topographic Survey and Utility Location for Block 7	
Stantec Coordination and Mapping Review	\$ 2,400
Vermont Survey and Engineering	\$ 3,226
KCI (Utility Location)	\$ 2,650
Total additional for Block 7	\$8,276

Appendix



Greg Edwards, PE

Principal-in-Charge

Registrations

Professional Engineer
#5842, Vermont

Professional Engineer
#7247, Maine

Professional Engineer
#6765, New Hampshire

Education

Bachelor of Science, Civil
Engineering, University of
Vermont

Memberships

Past Board Member and
Past President, American
Council of Engineering
Companies (Vermont)

Past President & Board
Member, Society of
Engineers, State of
Vermont

Member, Institute of
Transportation Engineers

Qualifications & Projects

With over 25 years of engineering planning, design, permitting, quality control, construction and rehabilitation of transportation systems and facilities in Vermont, Greg is absolutely an expert in his field. He has managed multi-disciplined teams for projects up to \$60 million construction cost.

Greg's working relationship with the City of Burlington is as deep as his expertise in all things transportation. For this project, Greg will bring his knowledge of VTrans protocol to the development of design and construction standards in a core advisory role. For any downtown blocks selected for improvements in a future phase, Greg will provide overall Project Management services as well as transportation civil engineering.

Church Street and St. Paul Street Improvements, Burlington, VT

Project manager for the final design of improvements to Church Street and St. Paul Streets in Burlington, VT. Improvements for this project focused on pedestrians and economic vitality through efficient lighting, textured walkways, public art, benches, wider sidewalks at corners, roadway improvements, accessibility modification and improvements, trees and plants, gateway features and drainage improvements, signage and other pedestrian amenities to those areas bordering Church Street.

Side Streets to Church Street Improvements, Burlington, VT

Project Manager responsible for preparing a feasibility study to enhance side streets along the Church Street Marketplace in Burlington, Vermont. Services included facilitating a public process, evaluating alternatives and developing a preferred alternative. The result included up to \$6 million in improvements with a focus on pedestrians, bicycles, and economic development. Improvements consisted of sidewalk expansions / replacements, intersection bulb-outs, traffic signal upgrades, street lighting, and gateway treatments using recycled materials.

North Street Revitalization Construction Inspection, Burlington, VT

Principal-in-Charge for this \$5 million downtown improvement project. The project included undergrounding of the existing utilities, excavation and repair of the existing concrete roadway, and landscaping enhancements including the use of CU-Structural Soil™.

Alternative Transportation Path Construction Inspection, Burlington, VT

Principal-in-Charge for the construction inspection services for this 2.2-mile long, \$2.5 million recreation/bike/pedestrian/alternate transportation path. Features include gabion retaining walls, a prefabricated bridge over the railroad, timber boardwalk over wetlands, and landscaping and fencing.

Winooski Downtown Development Infrastructure Improvements, Winooski, VT

Principal-in-Charge responsible for this \$14.2 million urban redevelopment project. Project elements included 1.7 miles of new and reconstructed roadways, over 8,900 linear feet of storm and roof drainage systems, 2,200 linear feet of new sewer mains and laterals, 4,200 linear feet of water mains and laterals, three signal systems, traffic control plan for 23,000 vehicles per day, undergrounding of the existing utilities with over 32,000 linear feet of conduit, a comprehensive stormwater management system, extensive landscaping, parks, and ornamental lighting.



Greg Goyette, PE

Project Manager

Registration

Registered Engineer
#8834, Vermont

Certified Professional
in Erosion & Sediment
Control #3116, CPESC

Education

M.S., Civil Engineering,
Clarkson University

B.S., Civil Engineering,
Clarkson University

Qualifications & Projects

Greg has managed and developed numerous transportation and stormwater projects for state, municipal, and private clients. He also has co-managed Burlington International Airport's Stormwater Compliance efforts over the last five years. Greg primarily focuses on urban/village roadway reconstruction projects and specializes in roundabout, bicycle pedestrian, and low impact development (LID) stormwater designs. Greg's projects have been recognized in Vermont and New England for innovative design approaches.

Garden Street, South Burlington, VT

Project manager for design and engineering services for the development of a new roadway in the new City Center. Garden Street will be a "Complete Street" and will create a unique identity for South Burlington. Project features include pedestrian scale streetscape with bicycle facilities, green and low impact development infrastructure, and efficient traffic operations. Stormwater management, structural engineering, public input facilitation, right-of-way services, and traffic engineering services are additional services to be provided.

Colchester Causeway Bike Path Improvement Scoping Study, Colchester/South Hero, VT

Project engineer for Rail Trail improvement study. Responsibilities included project scheduling and coordination with the CCMPO, local and regional officials, resource agencies and the public. This scoping study included public meetings, conceptual plans development, cost estimating, and environmental resource documentation to obtain a Categorical Exclusion.

Montpelier Taylor Street to Main Street Multi-use Path, Montpelier, VT

Project manager responsible for engineering and permitting services for the design of a 968-foot pedestrian path including a bridge beginning at Taylor Street crossing Carr Lot and the Central Vermont railroad, spanning the North Branch of the Winooski River and ending at the Main Street sidewalk in Montpelier, VT.

CCRPC VT 15 Bicycle and Pedestrian Corridor Study, Essex - Colchester, VT

Project manager working with the local steering committee to evaluate numerous alternatives and make recommendations for improving bicycle mobility along the Route 15 corridor from Winooski to Essex Junction, VT.

CCRPC Lamplite Acres Green Streets Scoping Study, Williston, VT

Project manager working with local steering committee to evaluate numerous alternatives and make recommendations for mitigating existing stormwater issues through low-impact development and green infrastructure in the Lamplite Acres neighborhood.

Hartford US Route 5/I-91 Interchange Bicycle and Pedestrian Scoping Study, Hartford, VT

Project manager for this project that involved investigating alternatives to transform this segment of US Route 5 from a transportation facility that gives priority to motor vehicle speed and mobility to one that accommodates all users including bicyclists, pedestrians and motor vehicles. Stantec worked with a project steering committee that includes the Town and design specialists from VTrans to review possible alternatives including removal and/or re-alignment of Interchange on-ramps, 6' wide bicycle lanes, buffered bicycle lanes, roundabouts, and eliminating travel lanes/reducing lane widths. The next step is to refine the alternatives and gain Town Selectboard endorsement of a preferred short-term and long-term alternative so that the Town can pursue funding for final design and construction.



David Dixon, FAIA

Urban Streetscape Design

Education

Master of Urban Design,
Harvard University

M.Arch., Architecture

B.A., Wesleyan University

Select Awards

2013 Congress for the
New Urbanism Honorable
Mention, East Franklinton
Creative Community
District Revitalization Plan,
Columbus, OH

2010 Congress of New
Urbanism Charter Award,
Clifton Corridor Urban
Design Guidelines, Atlanta,
GA

2010 American
Planning Association
Excellence Award for
Implementation, Weinland
Park Neighborhood
Revitalization Plan
Columbus, OH

2010 APA Planning
Excellence Awards for
Implementation, High
Street/University District
Plan, Columbus, OH

2009 SCUP Excellence
in Planning Merit Award
for a District or Campus
Component, Clifton
Corridor Urban Design
Guidelines, Atlanta, GA

* denotes projects
completed with other firms

Qualifications & Projects

David has led a wide range of significant projects in North America for public, private, and institutional clients. His commitment to enhancing quality of life and economic opportunity for urban communities is a consistent theme in all his work. David speaks frequently throughout the country on a range of urban design issues, including smart growth, downtown revitalization, integrating a new generation of urban growth into historic urban environments, and sustainable mixed-income neighborhoods. An advocate for many aspects of community-building, he is especially known for initiating a national dialogue - through lectures, commentary, and the organization of two national conferences - on density as an essential tool for revitalizing urban communities. He has chaired the American Institute of Architects' (AIA) Regional and Urban Design Committee and its National Sustainability Task Force. A recipient of many project awards from groups such as the Congress for the New Urbanism and the Society for College and University Planning, in 2007 David received the AIA's highest honor for achievement in the public sphere, the Thomas Jefferson Award for Public Architecture.

Walkable Channelside, Tampa, FL

Served as the principal-in-charge and urban design director. The project involves developing an urban design framework for 40 acres (approximately 10 blocks) of walkable new development.

Boston Public Realm Plan, Boston, MA

Urban design, programming, and implementation plan to supplement City's 2030 Mobility Plan. Focused on the relationship between public space and mobility by exploring how the built environment can foster social interaction, express civic values, and communicate local cultural stories as it provides places for people to get around and gather. Will inform a series "pilot" designs for a variety of spaces across the city.

Central Avenue Corridor Plan and Guidelines*, Albany, NY

Comprehensive urban design and economic-development plan, marketing strategy, and design guidelines for a 2.9-mile stretch of a key business route between downtown Albany and its suburbs. In less than a year, Goody Clancy created a plan, won city support for its implementation, and helped set up a developer-selection process.

Collegetown Urban Plan and Design Guidelines*, Ithaca, NY

A collaboration between the City of Ithaca and Cornell University to develop a framework for the creation of a revitalized urban environment supporting the rich diversity of students, residents, and businesses in close proximity to the campus.

Fort Point Waterfront District Plan*, Boston, MA

Comprehensive plan, urban design framework, and design guidelines to guide the development of more than 12,000,000 SF of mixed-use development and \$1.5 billion in new transportation infrastructure (regional highway, new public transit, and a new local street system) to create an important new waterfront district for the City of Boston focused around a notable public environment.

City Center Master Plan/LCI Update*, Sandy Springs, GA

Master plan for the City of Sandy Springs including a comprehensive stakeholder engagement process, economic analysis, and developer design guidelines.



Jason Schrieber, AICP

Urban Streetscape Design

Qualifications & Projects

With 20 years of private and public sector national experience Jason Schrieber will provide multi-modal planning and design skills with a unique understanding of bicycle and pedestrian needs. Jason has worked on dozens of downtown multi-modal infrastructure improvements installed by cities, land developers and colleges, always in complicated outreach environments. His understanding of minimum dimensional requirements, street design principles, and best practice guidance makes him a valuable resource for street design. Recent successful installations include a two-way conversion in Lowell MA, traffic calming features in Northampton, MA, and reverse angle parking in Somerville MA.

Education

B.S., Urban Planning
University of
Massachusetts, Amherst

Membership

American Institute of
Certified Planners

Association of Pedestrian
and Bicycle Professionals

Congress for the New
Urbanism, Member

Lowell Downtown Evolution*, Lowell, MA

Oversaw the stakeholder coordination, outreach strategies, and technical teams for the testing, analysis, design, and construction documents for the conversion of downtown's one-way streets to their 1950's two-way pattern. Installation is complete and a great success.

Complete Streets & Livability Plan*, Deerfield, MA

Through a charrette process, created an innovative low-cost streets design and supporting Synchro model to improve walking, biking, and transit access, helping to revitalize the town's commercial center. Included shared parking policies, new street cross-sections, new business partnerships, landscaping, and tactical urbanism elements.

Bridge Street Corridor, Dublin*, OH

Coordinated a team of planners and designers to develop a street network of varying cross-section "families"; detailed profiles; parking, transit, and biking strategies and networks; and progressive models to support the plan.

Blatchford Redevelopment, Edmonton*, Alberta, 2013

Led the transportation planning, design, a mobility code language for a new 30,000 person infill "city within a city" upon former airport lands. The carbon-neutral plan of new LRT, tram, bus, bikeways, and parking management systems fits within a complete streets "family" oriented around new open space and water features that meet at a dense mixed-use center.

Downtown to the Hill TOD Plan*, New Haven, CT

Led the technical analyses to support a TOD district plan connecting Union Station with downtown and the burgeoning medical district adjacent to New Haven's Hill neighborhood. A complete streets and multimodal approach supported a new approach of consolidated shared parking and transit, which was recently developed in greater detail for a follow-on mobility plan for the Parking Authority.

Marlboro Street Zoning and Land Use Regulations*, Keene, NH

Developed the transportation components of innovative zoning and land use regulations to encourage redevelopment in the Marlboro Street area of the city. The Marlboro Street corridor is an industrial area in transition. Complete street and shared parking designs are in final programming for installation.

Downtown Chicopee Redevelopment District*, Chicopee, MA

Built the support and conceptual designs for a complete restoration of historic two-way streets in the entirety of downtown, coupled with improved parking access, waterfront redevelopment parcels, and downtown vitality programming.

* denotes projects
completed with other firms



Mike Rutkowski, PE, AICP

Urban Streetscape Design

Registrations

Certified Planner #134824,
AICP

Professional Engineer
#20734, State of North
Carolina

Education

M.S., Civil Engineering,
North Carolina State
University

Qualifications & Projects

Born and raised in Burlington, Mike specializes in sustainable transportation solutions and Complete Streets integration. He is experienced in all aspects of transportation planning and engineering including leading numerous comprehensive transportation, bicycle and pedestrian plans in the U.S. His expertise includes system-level bicycle and pedestrian plans, multimodal crash and safety studies, Complete Streets projects, multiuse trail design, and policy development. He is a certified Youth Bicycle Trainer (LAB) and an advocate of healthy active living. Mike is responsible for implementing several non-motorized projects including the Old Durham Chapel Hill Bicycle and Pedestrian Improvements, Six Forks Complete Streets Corridor Study, as well as the Western Boulevard Multimodal Project.

Complete Streets Typology, Inventory & Assessment, Rochester, MN

Project Manager for Stantec's role on project conducted for City of Rochester, MN in partnership with the Mayo Clinic. Led the Street Topology efforts, including creation of an Inventory and Assessment Toolkit, concept evaluation, analysis of the downtown network, and identification of a preferred demonstration project.

Six Forks Complete Streets Corridor Improvements, Raleigh, NC

Served as Complete Streets lead for this high-profile project in Raleigh. The purpose of this study was to develop concept design plans for creating a Complete Streets and Streetscape Corridor Plan for Six Forks Road between I-440 and Lynn Road in Raleigh, NC. Plan included strategies for improving pedestrian safety and movement; incorporate place-making opportunities, safety, sustainability, and multimodal transportation connectivity; and include an innovative approach to transportation planning for the most dynamically changing corridor in a fast-growing city.

Northeast Area Study, Wake and Franklin Counties, NC

As Project Manager, responsible for leading a multidisciplinary team to conduct extensive public outreach, technical analysis, reporting, and spatial mapping for this project in the fast-growing and diverse northeast section of Wake County and southern Franklin County. Team updated a premium rail transit plan, provided hot-spot safety analyses of 10 intersections and 10 railroad crossings, and worked with CommunityViz to develop growth scenarios. MetroQuest social media, Facebook, and a project website were all utilized to gather input and weigh recommendations for prioritization. Supervised the development of two project symposia that used instant polling to allow real-time feedback between the planning staff and the audience of elected officials, residents and business representatives. Four corridor concept designs were developed to 25% design detail.

North Carolina Pedestrian and Bicycle Plan*, Multiple Locations, NC

As a task manager, led a multidisciplinary team that conducted a thorough strategic "best practice" review of national and international policies, guidelines, designs, and implementation strategies. The team focused specifically on financing recommendations and strategies to build upon the needs, potential and growing opportunity in North Carolina.

University Avenue Complete Streets Improvement Plan, Morgantown, WV

Mike served as Project Manager for the comprehensive vision for this corridor in the form of a final report, traffic operations and safety document, implementation strategy, scenario planning report, and comprehensive corridor plan. Using innovative tools, such as CityZen, a social media outreach tool, traditional websites, MindMixer, project symposia, and a Steering Committee, the Stantec team was able to reach a large number of crucial stakeholders to achieve the public buy-in on the improvements. The final deliverables included 15% - 20% CAD Design Concepts for the two mile corridor supported by high quality imagery and visuals for intersection treatments, bus shelters, dedicated lanes, and a Trail named the Campus Connector.

** denotes projects
completed with other firms*



Ralph DeNisco

Urban Streetscape Design

Qualifications & Projects

Ralph DeNisco has nearly 20 years of transportation planning experience, with a history of successfully implementing a variety of transportation projects in challenging environments. Ralph has channeled his understanding of interrelated transportation issues into actions able to win both community and agency support. He has developed parking management plans, coordinated improvements on important bus routes at multiple scales, and led roadway and intersection design efforts and specializes in working with business, resident, and stakeholder groups on complex integrated transportation issues.

Education

M.A., Urban Affairs, Boston
University Metropolitan
College

B.A., Economics, Boston
College

Selected Lectures

International Health Impact
Assessment Conference,
Quebec City, 2012

National Main Streets
Conference, Presentation
on Parking Policy and
Management, Baltimore,
MD, 2012

FTA Small Starts
Workshop & Roundtable,
Pittsburgh, PA, 2008

Lowell Downtown Evolution Plan*, Lowell MA

An implemented project that was recommended by way of the Downtown Master Plan. Ralph oversaw the stakeholder coordination, outreach strategies, and technical teams for the testing, analysis, design, and construction documents for the conversion of downtown's one-way streets to their 1950's two-way pattern. Installation is complete and a great success.

Connect Columbus Multimodal Transportation Plan*, Columbus, OH

Worked to develop a comprehensive city-wide multimodal transportation plan that integrates auto, bicycle, pedestrian, public transit, freight, and emergency services transportation needs. Ralph helped to bring together diverse stakeholders in multiple week-long public workshops, including mobile workshops across the city, and developed a project list and evaluation criteria through technical and public processes.

East Franklinton Creative Community District Revitalization Plan*, Columbus, OH

Worked to develop a revitalization plan for a neighborhood focusing on attracting artists and other creative individuals to this emerging area. Tasks included existing conditions analysis, opportunities and constraints summary, best practices, preliminary plan and development concepts, including an evaluation of the transportation resources.

Grounding McGrath: Determining the Future of the Route 28 Corridor*, Somerville, MA

Project Manager of a multi-disciplinary team and process that recommended removal of the elevated portions of McGrath Highway. Completed in close coordination with adjacent planning efforts, and a diverse working group, a multi-modal boulevard approach was recommended to meet community, mobility and development goals. Using a triple bottom line analysis, the Study developed broad based evaluation criteria to capture multi-modal mobility, public health, economic development, and equity benefits and impacts. Under the Massachusetts Healthy Transportation Compact, the study was also the pilot project in the Commonwealth for a Health Impact Assessment.

MBTA Key Bus Route Improvement Project*, MBTA, Boston, MA

Project Manager: Performed design and planning services to identify and implement improvements along key MBTA bus routes in and around the City of Boston. Proposed improvements include stop consolidations along the #23 and #39 routes to reduce travel times, improve operations, and provide opportunities for rider amenities at proposed locations. Recommendations were made in the context of enhancing accessibility minimizing impacts to on-street parking and level of service for general traffic along roadways and intersections.

* denotes projects
completed with other firms



Wei Jin, LEED AP

Urban Streetscape Design

Qualifications & Projects

Wei has experience on a wide range of architectural and urban design projects, ranging from campus planning and mixed-use development to residential planning and housing design. Her strong design skills and environmental sensitivities integrate physical design solutions with social aspects and natural systems. Wei has five years of professional experience in China as an architect working on projects from office buildings to residential complexes. She has also worked as the main designer on urban design projects in South Korea and Mexico.

Registrations

B.Arch., Wuhan Urban Construction Institute

Master of Urban Planning and Master of Urban Design, University of Michigan

Union Square Development, Somerville, Massachusetts

Responsible for urban design development for a plan, created for a private development team, to build more than 2 million SF of dense, transit-oriented development around a new transit station. The plan focuses on transforming brownfields parcels into an inviting mix of housing, offices, and stores, and open spaces that encourage social interaction.

West Five, London, Ontario

Created underlying urban design and collaborated on visualizations for a new 70-acre suburban downtown that mixes offices, stores, housing and public open spaces. The community will be a regional model of "smart" design, incorporating significant energy-saving and renewable measures to promote a healthy and sustainable lifestyle.

Uptown Parks Plan, Cincinnati, Ohio

Contributed to four neighborhood-revitalization plans developed for a consortium of academic, medical, and research institutions led by the University of Cincinnati. The plans included reinvigorated Main Streets, mixed-income housing, and other improvements that serve both the client institutions and the larger community.

City Center Master Plan/LCI Update*, Sandy Springs, GA

Helped develop a master plan that harnesses market demand to create a new walkable, mixed use suburban downtown. Our work included economic analysis, developer design guidelines, and a concurrent update of the city's Livable Centers Initiative (LCI) study for the downtown corridor. The LCI report laid out strategies for promoting healthy quality of life and creating a sense of place for the community.

East Franklinton Creative Community District Revitalization Plan*, Columbus, OH

Contributed to a 20-year vision and implementation plan for transforming a post-industrial 200-acre neighborhood next to Columbus's downtown into a residential and commercial area for creative professionals. The plan received a 2013 Congress for the New Urbanism Honorable Mention.

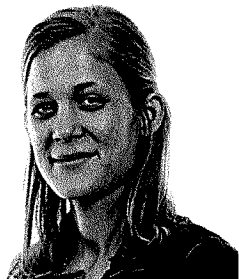
Saint Paul's Quadrant & Hampton Boulevard Plans*, Norfolk, VA

Provided planning for revitalization of the neighborhoods surrounding Old Dominion University and planning for a new mixed-use district on 115 acres of underutilized land next to downtown.

Dublin Bridge Street Corridor Plan*, Dublin, OH

Helped develop a vision and implementation plan for transforming an arterial corridor dominated by sprawl-form strips and office parks into a series of distinct, walkable, mixed-use districts that promote a high quality of life, create an iconic new park, and introduce a wide range of new housing types designed to appeal to educated young knowledge workers. The plan has attracted more than \$330 million of private investment since adoption, and construction of the first major development began in 2015. Recipient of a 2012 Congress for the New Urbanism Honorable Mention.

* denotes projects completed with other firms



Bernadette Callahan, PE

Green Infrastructure/LID

Registrations

Professional Engineer
#PE077478, Pennsylvania

Education

B. S., Civil Engineering,
University of Delaware

Qualifications & Projects

Since its inception in 2011, Bernadette has led the Stantec team in our work with the City of Philadelphia Water Department "Green City, Clean Waters" Program. "Green City, Clean Waters" represents the largest green stormwater infrastructure program ever envisioned in this country, with a 25-year investment of \$2.4 billion from the Philadelphia Water Department and Pennsylvania Environmental Protection Agency. The program outlines a long-term plan for the reduction of combined sewer overflows through investments in green stormwater infrastructure. Additional to this cornerstone experience, Bernadette's 10 years in urban land development, permitting, and stormwater management design grounds her green infrastructure applications expertise in both urban and suburban settings.

Philadelphia Water Department 'Green City, Clean Waters' Green Stormwater Infrastructure Initiative, Philadelphia, PA

The Philadelphia Water Department's "Green City, Clean Waters" Initiative is Philadelphia's 25-year plan for the control of combined sewer overflows. The purpose of this plan is to protect and enhance the health of Philadelphia's waterways through investments in green stormwater infrastructure on a block-by-block scale. Since its inception in 2011, Stantec has assisted the Philadelphia Water Department by providing a variety of surveying, geotechnical engineering, civil engineering, landscape architecture, and green stormwater infrastructure design services.

Philadelphia Water Department Green Streets Initiative, Philadelphia, PA

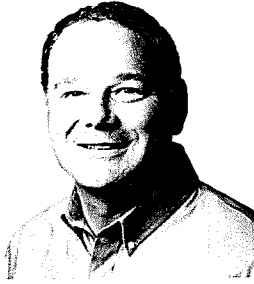
"Green Streets" is an initiative of the "Green City, Clean Waters" program that focuses on the implementation of green stormwater infrastructure into the public right-of-way. Streets and sidewalks account for approximately 38% (over 24 square miles) of the impermeable cover within Philadelphia's combined sewer service area. The purpose of the "Green Streets" initiative is to implement green stormwater infrastructure into the public right-of-way while maintaining the primary function of the street for vehicles and pedestrians. Stantec has completed the design for over 50 systems (and is in the process of designing over 100 more systems) within the public right-of-way.

Philadelphia Water Department Green Parks Initiative, Philadelphia, PA

"Green Parks" is an initiative of the "Green City, Clean Waters" program that focuses on the implementation of green stormwater infrastructure into public parks, recreation centers, and playgrounds. These green spaces provide a great opportunity for stormwater management systems, as they can capture runoff from adjacent streets, parking lots, and other impervious areas. In addition, these green spaces provide ample space for larger demonstration projects while providing a neighborhood amenity.

Stantec has completed the design for eight projects under the Green Parks Initiative including:

- Julian Abele Park
- Ingersoll Commons Park
- Baker Playground
- Heston Gardens
- Haverford Triangle
- Pops Playground
- Kingsessing Recreation Center
- Stenton Park



Bob Corning, RLA, LEED AP

Landscape Architecture

Registrations

Landscape Architect #983,
Massachusetts

Education

B.A., Landscape
Architecture, Cornell
University

A.A.S., Mohawk Valley
Community College

Qualifications & Projects

As Senior Principal in the firm, Bob has experience managing a wide range of projects that include institutional campus master planning and design, urban streetscape and urban park projects, and site development projects. He also leads the institutional planning and design group for Stantec's Planning & Landscape Architecture group in the Northeast.

Boston Convention and Exhibition Center Streetscape, Boston, MA

Site design and permitting for a \$10 million off-site street improvements project.

Boston University Hillel Streetscape & Utility Design, Boston, MA

Streetscape improvements and utility design for a new Student Organization Headquarters building.

Boston College Sculpture & Fountain "Tree of Life", Chestnut Hill, MA

Provided site design for a fountain incorporating the "Tree of Life" sculpture by Peter Rockwell, placed at an important pedestrian crossroads of Boston College's upper Campus

Boston College St. Thomas Moore Statue, Chestnut Hill, MA

Studied the Law School Campus to site and create a permanent place for a bronze statue of St. Thomas Moore by Pablo Eduardo. The space created a new pedestrian gateway to the Law School and includes landscaping, seating area walls and paving, sculpture base and lighting design.

Armenian Heritage Park, Boston, MA

Principal in charge for the design of a four-tenths of an acre park located on the Rose Fitzgerald Kennedy Greenway. Park spaces include a calming lush park, Labyrinth with a reflecting pool, sculpture, and a memorial to remember victims of genocide.

Boston College Conte Plaza, Chestnut Hill, MA

Landscape architectural services for a new 20,000 square foot plaza designed to connect major pedestrian corridors while serving as an informal gathering space for students, and providing outdoor seating for an adjacent athletic complex.

Boston College Veterans Memorial, Chestnut Hill, MA

Provided site design services for the Memorial wall, memorializing all Boston College Veterans from WW1 to the present is engraved with 207 names into a 70' long granite wall. The 4,000 square foot project includes landscaping which anchors the great lawn at Bapst Library.

Massachusetts State and Community Colleges Master Plans, Central Region and Boston Region, MA

Provided signature campus landscape campus master plans for multiple state and community colleges in the Massachusetts Central and Boston Regions. The plans formulated a conceptual vision and a physical framework for the future of the colleges, including short-term improvements as well as long-term possibilities. The objectives for the physical development were based on assessment of the existing conditions, and projected needs for capital improvements and expansion, including assessment of existing facilities, site conditions, circulation, and campus image. Master plans were provided for: Worcester State College, Fitchburg State College, Quinsigamond Community College, Mount Wachusett Community College, Bunker Hill Community College, and Massachusetts College of Art



Trey Dykstra, PE

Geotechnical/Pavement Design

Qualifications & Projects

Mr. Dykstra is a Geotechnical Engineer with experience in a wide range of projects that include roadways, bridges, commercial, developments, industrial developments and landfills. Past responsibilities include project management, planning subsurface investigation programs, performing geotechnical engineering studies, preparing design reports, preparing project specifications, conducting construction inspections, and managing field staff.

Registrations

Professional Engineer
#13145, State of Maine

Drilled Shaft Foundation
Inspector, New England
Transportation Technician
Certification Program

Professional Engineer
#48160, Commonwealth
of Massachusetts

Professional Engineer
#10265, State of New
Hampshire

Education

Bachelor of Science, Civil
Engineering, Syracuse
University, Syracuse, New
York, 1993

Master of Science, Civil
Engineering - Geotechnical
Program, Syracuse
University, Syracuse, New
York, 1996

Memberships

Member, National Society
of Professional Engineers

Sharon Commons Lifestyle Center, Sharon, MA

Project manager responsible for providing preliminary geotechnical design recommendations for a large retail development including approximately 450,000 square feet of retail and commercial space and roadway improvements on approximately 60 acres of land. The subsurface conditions consist of natural sand and gravel deposits. Conducted a significant amount of infiltration testing for proposed stormwater treatment systems.

Parking Lot Study, Winchendon, MA

Project engineer responsible for a geotechnical study of an asphalt pavement parking lot with severe cracking, settlement, rutting and frost damage. The pavement was 17 years old and had begun to show signs of distress a few years after construction. Areas of heavy traffic volumes were completed failed. To evaluate the pavement and soil base course soils a subsurface investigation program consisting of nine test borings was conducted. A 3-inch diameter split spoon was used to collect the soil samples. Three groundwater observation wells were installed in completed borings. Conducted laboratory testing program consisting of two sieves analyses to classify the soils and develop soil properties. A geotechnical engineering report was prepared that explained the cause of the premature pavement failure and provided recommendations for repairing the parking lot. Recommendations included full depth reconstruction with a system of underdrains to lower the groundwater table below the parking lot area.

Applevale Area Reconstruction, Salem, NH

Project engineer responsible for a geotechnical study of approximately 8,000 feet of neighborhood type roadways. The roadways were constructed of asphaltic pavement. The pavement surface was uneven, rutted and showed signs of frost damage. A subsurface investigation program consisting of 8 test borings and 25 ledge probes was conducted to evaluate the pavement and base course soils. A 3-inch diameter split spoon was used to collect the soil samples. A geotechnical engineering report was prepared which contained recommendations including full depth reconstruction and underdrains.

Roadway Rehabilitation, Salem, NH

Project engineer responsible for a geotechnical study of four asphalt pavement roadways with a total length of approximately 4 miles. The roadways were more than 20 years old and had been patched and repaired numerous times in the past. The pavement surface was severely cracked, uneven and rutted along the majority of the roadways. A subsurface investigation program consisting of 13 test borings and 31 ledge probes was conducted to evaluate the pavement and base course soils. A geotechnical engineering report was prepared which contained recommendations including full depth reconstruction and reclaiming the asphalt surface in-place.



Mike Fowler, PE

Geotechnical/Pavement Design

Registrations

Professional Engineer
#018-0007892, State of
Vermont

Education

B.S., Civil Engineering,
University of Vermont,
Burlington, Vermont, 1995

Associate in Civil
Engineering Technology,
Vermont Technical College,
Randolph Center, Vermont,
1989

Qualifications & Projects

Mike Fowler is a senior project manager and is responsible for managing projects and the preparation of preliminary, final and contract design plans for various transportation projects. This work includes field reviews, developing horizontal and vertical alignment, structural pavement design, drainage design, quantity computations and cost estimating. He has a good working knowledge of CADD software including MicroStation and InRoads, as well as extensive experience with project scheduling and cost estimation software. Spending nearly three decades at the Vermont Agency of Transportation (VTrans), Mike has engineered hundreds of highway infrastructure assets to improve mobility and connectivity for communities throughout the Green Mountain State. For the last 13 years, he utilized modern asset management techniques and principles to determine project selection and scheduling for the VTrans' 3-year paving program. In that capacity, he was responsible for performing, guiding, and approving all designs involving various treatments. He also had to plan—and prepare—budgets for the paving program, helping to manage over \$500 million in value from start to finish. Mike's years spent in roadway and bridge design have given him a broad knowledge of the various components of the highway system network.

Waterbury-Stowe STP 2945(1); Stowe STP STSW(1); VT 100 Highway Infrastructure Improvement, Waterbury and Stowe, VT

Project manager and lead VTrans design engineer for this major multi-asset rehabilitation and restoration project. Fundamentally the scope was driven by the full depth pavement rehabilitation of VT 100 which is a very important highway segment connecting Interstate 89 in Waterbury to the widely popular recreation and vacation destination of the greater Stowe area. Project also includes the design and construction of new subsurface drainage and the replacement and upgrade of existing surface drainage systems. Additional significant components to the project involved construction of one new traffic signal system at a problematic intersection as well as major upgrades to existing systems at other high-volume intersections. Within or near the area of STP 2945(1), numerous projects are scheduled for concurrent construction necessitating rigorous coordination between State and local officials. Demand for coordination with a Stowe municipal project [STP STSW(1)] was so great it was determined mitigation was mandatory and the complex process of generating a multi-project contract was undertaken late in the design phase as a means of synergizing construction. Public outreach meetings for this high-profile project were continuous throughout design, and the work for this 10 mile, \$21 million contract is scheduled for completion over the course of the full 2018 and 2019 construction seasons.

South Burlington-Williston NH 2944(1); Williston NH 2949(1); US 2\VT 2A Highway Infrastructure Improvement, South Burlington and Williston, VT

Project manager and lead VTrans design engineer for this major multi-asset rehabilitation and restoration project. Fundamentally the scope was driven by the full depth pavement rehabilitation of Williston Rd. (US 2) and resurfacing of VT 2A, both of which are highly important Principal Arterial segments on the National Highway System network. Project also included the design and construction of new subsurface drainage and the replacement and upgrade of existing surface drainage systems. Other significant components to the project involved major upgrade to traffic signal systems for multiple high-volume intersections, guardrail and further highway safety improvements, and the implementation of designated shoulder lanes to support bicycle traffic and overall alternate use of the restored highway facility. To ensure constructibility, the length of the design phase required rigorous coordination with numerous existing underground and aerial utility installations. Public outreach meetings for this high-profile project were continuous throughout design, and the work for this 3 mile, \$10 million contract was completed during the 2017 construction season.



Thad Luther, PE

Civil Engineering

Registrations

Registered Engineer
#8281, Vermont

Education

B.S., Civil Engineering,
University of Vermont

A.S., Civil Engineering,
Vermont Technical College

Florida Advanced Work
Zone Traffic Control
Course, ATSSA

Qualifications & Projects

Thad has served as a project engineer and manager for a diverse variety of transportation related projects for over 17 years. His roadway experience includes traffic engineering, signal design, highway geometrics and aviation services. His roadway experience includes updating existing intersections, final design of limited access facilities, award winning rural highway upgrades and completion of planning studies for future roadway expansions. He is also experienced with neighborhood enhancement projects that utilize context sensitive design to satisfy multiple stakeholders. Elements of these enhancement projects include roundabouts, traffic calming, sidewalks, and new drainage facilities. Thad successfully combines technical know-how with the ability to facilitate communication between clients, co-workers and the public to complete projects.

Route 7 Reconstruction; Riverside Avenue, Burlington, VT

This project consisted of 1.3 miles of urban reconstruction involving new bike/pedestrian walkway, sidewalk, landscaping, profile studies, and repaving.

Burlington Edmunds School Mid-Block Crossing, Burlington, VT

Project manager responsible for overseeing design of this mid-block crossing. Design included bulb-outs, signing, striping and the addition of Rectangular Rapid Flashing Beacons. Presented project at public alternatives presentation meeting and worked directly with client's project manager.

VT 116/North Street/South Street Improvements, Bristol, VT

Project manager responsible for design services for the improvements to the VT116 / North Street / South Street intersection in the center of Bristol, Vermont. Stantec worked with the Town and VTrans to design a actuated traffic signal system, improved intersection geometry with bulb-outs, decorative intersection street lighting and landscaping. The project improved safety for motorists, pedestrians and bicyclists and enhanced the aesthetics of downtown Bristol.

U.S. Route 2 and Village Green Revitalization, Danville, VT

Traffic Engineer with responsibilities to include traffic data collection, developing timing and phasing plans utilizing Synchro software, traffic signal equipment layout, and development of plans consistent with the client's standards. Additional considerations include pedestrian facilities and lighting.

Town of Sharon - VT Route 132 Roadway Rehabilitation, Sharon, VT

Project Engineer responsible for horizontal and vertical alignment design, typicals, pavement design, and coordination with client and prime consultant. Additional considerations include traffic signal design, intersection layout, guardrail design and superelevation calculations. This project won a ACEC/VT's Engineering Excellence merit award

Lamarque Neighborhood Enhancement, North Port, FL

Project Manager/Project Engineer on project involving 2.5 miles of new sidewalk, intersection safety improvements, and drainage design. Project necessitated by construction on new elementary school in vicinity that increased pedestrian traffic. Specific issues relating to school safety addressed. Project constructed in summer of 2008.



Israel Maynard, PE

Civil Engineering

Registrations

Bachelor of Science, Civil Engineering, University of Vermont, Burlington, Vermont, 2006

Education

Professional Engineer #69573, State of Vermont

Memberships

Member, Chi Epsilon
National Civil Engineering Honor Society

Qualifications & Projects

Israel Maynard has 11 years of experience in designing transportation projects. He has experience designing projects in both the traditional design-bid-build delivery as well as alternative delivery including Design-Build and Public Private Partnership(P3). Technical skills include highway design, traffic control, stormwater management, plan production, and cost estimating. One of Israel's greatest assets is his proficiency in a variety of design software including Microstation, InRoads, Storm and Sanitary, Geopak Drainage, HydroCAD, HY8, and AutoTurn. This proficiency makes him a constantly sought after and valuable team member.

Church Street and St. Paul Street Improvements, Burlington, VT

Project engineer for the final design of improvements to Church Street and St. Paul Streets in Burlington, VT. Improvements for this project focused on pedestrians and economic vitality through efficient lighting, textured walkways, public art, benches, wider sidewalks at corners, roadway improvements, accessibility modification and improvements, trees and plants, gateway features and drainage improvements, signage and other pedestrian amenities to those areas bordering Church Street.

Braintree ER STP 0187(12), VT Route 12A, Braintree, VT

Project Engineer for this Tropical Storm Irene Emergency Relief Project. Scope of work included the complete replacement of Bridge Number 7, replacement of the approach slab to Bridge Number 6, and restoration of the side slope between VT Route 12A and the Third Branch of the White River. Due to the poor condition of Bridge Number 7 and the fear of an imminent failure, this project was fast tracked in design to get it out to bid prior to the spring run-off season.

Waterbury Roundabout, Waterbury, VT

Responsible drainage design for the US Route 2 and VT Route 100 intersection. The proposed improvement will be a single lane roundabout. Services provided included preliminary and final design through contract plans and bid services. This project included an extensive public participation and training program on the education of roundabouts.

U.S. Route 2, Danville, VT

Responsible for final plans and ROW plans for the reconstruction of approximately one mile section fo US Route 2 through the ceter of Danville, Vermont. The project design includes full depth roadway reconstruction, underground power, telephone and cable, a new closed storm drainage system, and stormwater treatment pond. Context sensitive design, the incorporation of local input, local concerns and traffic calming features is a central design principal for this project. Lighting, a traffic signal, signing and pavement markings are also incorporated. This one of a kind project includes extensive local involvement and a cooperative effort with the Vermont Arts Council to incorporate landscaping and sculptural elements into the overall project.

MaineDOT Main Street/Knox Street/Beechwood Street Intersection Improvements, Thomaston, ME

Project engineer responsible for preliminary and final design services for a 2 mile section of US 1, also known as Main Street, through the historic downtown of Thomaston. Traffic engineering was included for improvements to the signalized intersection of Main Street/ Knox Street/Beechwood Street. Stantec will develop the signal design plans using a combination of post and mast arm mounted signals, video detection, and pedestrian countdown signals and all meeting MaineDOT and MUTCD requirements.



Rick Bryant, PE

Traffic Engineering

Registrations

Professional Engineer
#9004, Vermont

Education

B.S., Civil Engineering, MIT

B.S., Management, MIT

M.S., Civil Engineering,
University of California at
Berkeley,

Qualifications & Projects

As Senior Project Manager of 35+ years of consulting experience in New England, Rick is a transportation planner and traffic operations specialist for public sector clients and land development projects for private sector clients. Rick knowledge of applicable state and local regulations and working relationships with highway and environmental permitting agencies will also inform permitting procedures. Rick is also an experienced public speaker who can effectively present transportation plans and projects in public hearings and other forums.

Pearl Street Corridor Study, Burlington, VT

Conducting a roadway operations and design study for an urban street in downtown Burlington, Vermont. Modifications to existing lane use and parking conditions are being evaluated with the goal of adding bike lanes to the roadway. Impacts to traffic operations are being considered. Alternatives will be vetted in a public forum.

VT 2A Scoping Study, Williston, VT

Conducted a scoping study on behalf of the Chittenden County Regional Planning Commission and the Town of Williston to develop alternative improvement plans for the congested VT 2A/Industrial Avenue intersection and the VT 2A roadway segment leading north from the intersection. Proposed plans include capacity and safety improvements as well as new accommodations for pedestrians and cyclists. Alternatives, including various configurations of a modern roundabout were presented to the community and Town officials for review and selection of a preferred alternative.

Colchester Avenue Corridor Study, Burlington, VT

Led a class of University of Vermont students in the preparation of a corridor study for Colchester Avenue in Burlington. The study examined all travel modes and evaluated three alternative configurations for Colchester Avenue including a "complete street" scenario. The complete street plan calmed traffic and provided enhanced accommodations for bicyclists, pedestrians and transit operations. Study findings were presented to community leaders and City officials.

Champlain College Institutional Parking Management Plan, Burlington, VT

Provided transportation peer review services to Champlain College in the development of their Institutional Parking Management Plan. The Plan is just one element of a Champlain program to create a "car free" core campus. Ridesharing is promoted campus wide and supported by restrictive parking policies. The Plan was accepted by City officials allowing certain building construction projects on the campus to move forward.

Proposed Trader Joe's Supermarket, South Burlington, VT

Provided transportation planning services in the development of a retail site on South Burlington's Dorset Street anchored by a Trader Joe's supermarket. Considered the mixed-use nature of the site development plan in determining future project traffic generation. Proposed a left-turn lane extension to address added vehicular traffic demands and pedestrian signal improvements to ensure safe site access conditions.



George Bogue, PE

Structural Engineering

Registrations

Registered Engineer #5136,
Vermont

Professional Engineer
#8537, New Hampshire

Professional Engineer
#7519, State of Maine

Education

M.S., Civil Engineering,
University of Connecticut

B.S., Civil Engineering,
University of Vermont

Memberships

Member, Structural
Engineers Association,
State of Vermont

Qualifications & Projects

As Manager of the Structures team, George is responsible for the overall operation of the structural department and supervision of structural design personnel. He has over 30 years of structural design experience, including more than 25 years of bridge design, rating and rehabilitation experience. In addition to his technical design expertise, many of these projects also require experience in such processes as permitting, alternatives analyses, safety studies and public presentation.

Burlington Main Street Reconstruction, Burlington, VT

Structural engineer for this \$10 million urban highway reconstruction/widening project. The scope of services for this project included survey, planning, steering committee coordination, environmental assessment, federal and State permitting, final design, and construction phase services. Project elements included several major intersections with a coordinated signal system, mitigation of historic impacts, traffic control plan for 23,000 vehicles per day, pedestrian and bike paths, extensive landscaping and ornamental lighting, undergrounding of the existing utilities, an extensive stormwater management system, and project coordination among numerous subconsultants and a six-member steering committee.

VTrans - U.S. Route 7, Charlotte, VT

Structural Engineer for three new box culverts associated with the reconstruction and widening of this rural arterial. Services include alternatives evaluation, design, permitting and cost estimates. Proposed designs are precast reinforced concrete boxes. Two are for streams, one is a pedestrian underpass.

Lime Kiln Bridge, South Burlington, VT

Design Engineer for emergency repairs to the Lime Kiln Bridge, a concrete arch structure, over the Winooski River between South Burlington and Colchester, Vermont. Project included concrete repairs to the deck, columns and arch.

Portland Street Bridge, St. Johnsbury, VT

Project Manager for the inspection and design of repairs to this 870-foot long multi-span steel plate girder bridge, which carries US Route 2 (Portland Street) over the Passumpsic River and Northern Vermont Railroad. Repairs included modifications to existing piers to accommodate jacking girder and replacing bearings, bridge rail modifications to accommodate changes to pedestrian access and repairs to existing concrete substructure.

Bridge Street over the Winooski River, Richmond, VT

Project Manager for the inspection, rating and design of repairs to this 229-foot single span steel camel back thru-truss bridge that carries 2 lanes of over the Winooski River. The structure, built in 1929, has severely deteriorated bottom chord members due to exposure to deicing chemicals. Mr. Bogue was the lead inspector responsible for determining the amount of section loss to the bottom chord. He performed the detailed check of the load rating of the structure under both a 2-lane and single lane traffic, resulting in a reduction in the posted capacity of the bridge and restricting the bridge to a single lane of traffic. He also checked the design of bolted field repairs to the bottom chord that would increase the load rating of the structure.



Karl Richardson, PE

Utility Design & Stormwater

Registrations

Professional Engineer
#59609, State of Vermont

Education

AA, Civil Engineering,
Vermont Technical College,
Randolph, Vermont, 1991

Qualifications & Projects

Mr. Richardson has over 24 years of experience in civil engineering on a wide variety of private and public projects in the areas of transportation and land development. Mr. Richardson has prepared designs, improvement plans, final maps, and transportation improvements for state agencies, municipalities, schools, and private developments. Mr. Richardson utilizes his proficiency in CADD platforms to produce high quality buildable plans. His expertise includes highway design, bicycle/pedestrian design, drainage design, stormwater treatment and permitting.

US 2/I-89 Exit 14 Roadway Improvements, South Burlington, VT

Project engineer responsible for the final design of a third eastbound lane of US Route 2, from the Sheraton / Staples intersection to the I-89 southbound on-ramp. Project specifics include full depth widening, traffic signals, street lighting, landscaping, utility relocation, and stormwater treatment. Plan development and permitting for this urban principal arterial adhere to VTrans LTF procedures and included a construction general permit to address erosion protection and sediment control.

US Route 2/VT Route 100 Roundabout, Waterbury, VT

Preparing final contract plans and permits for the replacement of a stop-controlled T-intersection with a roundabout that will serve as the gateway to downtown Waterbury, Vermont. Stantec worked effectively with the client, adjacent property owners, and a nationally recognized expert on roundabout design to develop a project that results in a context-sensitive, safe and efficient intersection design. New drive access and parking layouts for a gas station, post office, and restaurant were designed to ensure that a positive impact to these neighboring businesses will occur as a result of the project.

CCRPC Lamplite Acres Green Streets Scoping Study, Williston, VT

Project engineer working with local steering committee to evaluate numerous alternatives and make recommendations for mitigating existing stormwater issues through low-impact development and green infrastructure in the Lamplite Acres neighborhood.

CCRPC VT Route 15/Pearl Street Scoping Study, Essex Junction, VT

Project engineer responsible for preparing a scoping report that identified existing conditions; developed a project purpose and need; identified and evaluated alternatives; and conducted a public consensus building process for this half mile urban arterial with over 14,000 vpd. His public facilitation led to developing various "complete street" concepts to create a traffic calming gateway to the historic village that promoted bicycles, pedestrians, and transit in support of the desire for mixed use development along the corridor. Considerations included stormwater treatment, nationally registered historic district, school children activities, decorative street lighting, a modern roundabout, streetscape and amenities, bicycle lanes and shared curb lanes, and narrowing lanes to 10 feet.

Vergennes Train Depot, Vergennes, VT

Project engineer responsible for the plan development for the relocation of a historic train depot in the City of Vergennes. This unique project moves the unused building approximately 1/4 mile to its final destination adjacent to a state park and ride facility in the town of Ferrisburgh. The building will go through a rehabilitation process to change its current use into office space, while planning on its future use as a commuter rail station. Project includes an ADA accessible site, utility extensions, landscaping and geothermal heating system.



Polly Harris

Environmental Compliance & Permitting

Registrations

Certified Floodplain
Manager #US12-06465,
Association of State
Floodplain Managers

Apprentice Wetland
Scientist #28, State of
New Hampshire Board of
Natural Scientists

Education

M.S., Botany, University of
Vermont

B.A., Middlebury College

Memberships

Member, Association of
State Wetland Managers

Member, New England
Chapter, Society of
Wetland Scientists

Qualifications & Projects

As a Project Manager and Wetland Project Scientist, Polly will also be responsible for conducting wetland delineations and functional assessments, wildlife and habitat surveys, and assisting with permit applications for any implemented downtown block improvement projects. Polly offers more than 20 years of professional experience in wetland science and natural resource evaluations. She has extensive background in wetland project management, site evaluations, wetland and stream delineations, reporting, wetland permitting and wetland mitigation planning.

Burlington Main Street Crossing, Burlington, VT

Project Scientist. Conducted environmental evaluations and prepared NEPA CE documentation for a new road crossing.

Colchester Campus Connector, Colchester, VT

Environmental Scientist. Conducted environmental resource evaluations and documentation for a road and sidewalk improvement project. This included NEPA CE documentation and Vermont Act 250 permitting.

Colchester Shared Use Path, Colchester, VT

Project Scientist. Conducted natural resource evaluations, wetland delineations, and wetland permitting for a new shared use path.

Champlain Parkway, Burlington, VT

Conducted site evaluations, prepared Conditional Use Determination application for submittal to the Vermont Agency of Natural Resources, and attended public hearings for the Champlain Parkway transportation project.

Oak Creek Stormwater Project Wetlands Permitting, South Burlington, VT

Wetland Scientist. Conducted wetlands delineations and prepared USACE General Permit application for a stormwater pond in an impaired watershed.

VTrans Franklin Safe Routes to School Natural Resource Evaluation, Franklin, VT

Wetland Scientist. Delineated wetlands and streams, and evaluated wildlife habitat and RTE habitat within project area. Provided summary of findings, including correspondence with Nongame and Natural Heritage Program, as part of a project to provide sidewalks near the local school.

Waterbury Roundabout Natural Resource Review, Waterbury, VT

Wetland Scientist. Evaluated wetlands, streams, wildlife habitat, and RTE habitat within project area. Provided summary of findings, including correspondence with Nongame & Natural Heritage Program.

Chittenden County Regional Planning Commission Scoping Projects, Chittenden County, VT

Environmental Specialist. Conducted environmental resource evaluations and documentation for numerous transportation scoping projects in Chittenden County, including sidewalk, shared-use path, road improvement, and signal improvement projects. Many of these projects also included environmental permitting and NEPA documentation.

ADAM PORTZ, ASLA, PLA
SENIOR ASSOCIATE, LANDSCAPE ARCHITECT



Areas of Expertise

- Master Planning
- Site Planning and Design
- Project Management

Awards

- Vermont ASLA Public Space Award - Honor Award for Waterbury State Office Complex

Appointments

- Executive Board Member, Vermont Chapter American Society of Landscape Architects (2009-2015), President (2010-2015)
- Development Review Board, Town of Middlebury, Vermont (2009-2011)
- Design Advisory Board, City of Burlington, Vermont (2002-2009)

Professional Memberships

- American Society of Landscape Architects
- Vermont Chapter of the American Society of Landscape Architects

Registration

- Registered Landscape Architect: New York #1936-1, New Hampshire #00032, Vermont #125-0077688
- CLARB Certification #6705

Adam is a natural collaborator and creative thinker—always insightful, engaged, and committed to providing the best solution for the situation. He balances a creative approach to master planning and site design with a solid technical foundation—delivering contemporary designs that are also context sensitive. Adam's genuine passion for his work and attentiveness to clients are the building blocks of strong working relationships and successful projects.

Experience

A Registered Landscape Architect, Adam has over 17 years of experience and contributes to a diverse array of projects across all of SE Group's markets.

He is a dedicated volunteer in the community—serving on local review boards, as well as the Executive Board of the Vermont Chapter of ASLA, where he has been recognized with numerous awards. Adam has also been a guest studio critic at the University of Vermont and Vermont Technical College offering insight and experience to those pursuing the landscape architecture profession.

Adam has a Bachelor of Landscape Architecture from Virginia Polytechnic Institute and State University.

Projects

- Waterbury State Office Complex, Vermont
- Hinesburg Town Common Master Plan, Vermont
- Maidstone State Park, Vermont
- Bomoseen State Park, Vermont
- Rumney Elementary School, Vermont
- Champlain College, Center for Communication and Creative Media, Vermont
- Champlain College Perry Hall Promenade Renovation, Vermont
- Cross Street Bridge Project, Vermont
- Hinesburg Public Safety Building, Vermont
- Smugglers Notch Resort Master Plan and Adventure Center, Vermont
- Hickory Hills Multi-Season Recreation Master Plan, Michigan
- Gunstock Recreational Area, New Hampshire
- Mount Snow Master Plan and Phase I Development, Vermont
- Three Rivers Parks District - Hyland Ski & Snowboard Area, Minnesota
- Cranmore Mountain Resort, New Hampshire
- The Community at Mink Brook, New Hampshire

PATRICK OLSTAD, ASLA, PLA, LEED AP
ASSOCIATE LANDSCAPE ARCHITECT



Areas of Expertise

- Master Planning
- Site Planning and Design
- Public Process
- Aesthetic Analysis

Affiliations/Memberships

- American Society of Landscape Architects

With a sensitivity to the uniqueness of place, Patrick seeks to create spaces that are both functional and aesthetically inspiring. He has a strong artistic sensibility for materials and forms that are expressed through custom design details. Additionally, as a LEED accredited professional, Patrick finds opportunities to integrate ecological and low-impact design strategies into each project's aesthetic. With his affable demeanor, he easily develops strong client relationships that are enriched through collaboration—knowing that the best project outcomes come about when multiple perspectives are incorporated into the design and planning process.

Experience

Patrick is a licensed landscape architect with over 20 years of experience with a variety of project types spanning multiple scales. He has demonstrated success leading multi-disciplinary project teams from the conceptual design stage through permitting to construction with a great attention to detail.

Patrick has a Bachelor of Science in Landscape Architecture (Magna cum laude) from Cal Poly San Luis Obispo, and he spent a formative year abroad studying landscape architecture at the Agricultural University of Norway. Patrick's work has received recognition through multiple awards, and he has been a featured speaker for the Vermont Urban and Community Forestry Tree Stewards Conference.

Projects

- Muckcross State Park Master Plan Springfield, Vermont
- Balsams Resort, Dixville Notch, New Hampshire
- Underwood State Park Master Plan, South Burlington, Vermont
- Dumont Park, South Burlington, Vermont*
- Middlebury Riverfront Park, Middlebury Vermont*
- Hanover South Block Mixed-Use Development, Hanover, New Hampshire*
- Hoosic River Greenway, Hoosick, New York*
- Mountain Village Charter School Master Plan, Plymouth, Vermont*
- Alburgh Dunes State Park, Alburgh, Vermont*
- Sentinel Rock State Park, Westmore, Vermont*
- Winooski Downtown Redevelopment, Winooski, Vermont*
- ECHO, Leahy Center for Lake Champlain, Burlington, Vermont*
- Chapel of the Holy Family, Lyndonville, Vermont*
- Porter Hospital Memorial Courtyard, Middlebury, Vermont
- White River Junction Revitalization Plan, White River Junction, Vermont*
- Killington Streetscape, Killington, Vermont*



Registration

Registered Professional
Archeologist

Education

M.L.A., Landscape
Architecture, Harvard
Graduate School of Design

B.S., Environmental
Design

Elise Manning-Sterling, MA, RPA

Principal Archeological Investigator

Project Role

Elise will provide any archeological investigations required throughout all tasks.

Qualifications & Projects

Elise has more than 20 years of experience in archeological investigation. Some of her experience includes investigations for projects such as:

- » Swanze 15697, Swanze Factory Road, Swanze, Cheshire County, NH
- » Fort Ticonderoga, Town of Ticonderoga, Essex County, NY
- » Rogers Island Cultural Historic Park Management Plan, Fort Edward, Washington County, NY
- » Samuel Harrison House Project, Town of Pittsfield, Berkshire County, MA
- » Lebanon Airport Improvements, Lebanon, Grafton County, NH
- » Middlebury State Airport, Middlebury, VT



Certification

36 CFR Part 61 Qualified
Architectural Historian

Education

Bachelor of Architecture
May 1987

Bachelor of Science,
Building Science, May
1986

Walter Wheeler

Senior Architectural Historian

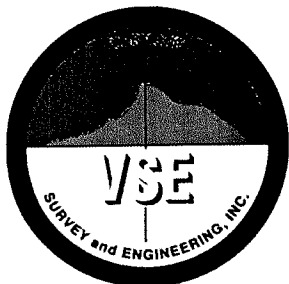
Project Role

Walter will provide any architectural historical consultancy required throughout all tasks.

Qualifications

Walter has over 25 years of architectural history consultancy. He is engaged with the Vermont Division for Historic Preservation, and is specially trained through the Vermont Community Development Program Qualified Professionals Training program.

He oversees and prepares architectural resource surveys, including pre-assessments, literature reviews and historical documentation; field reconnaissance; report and proposal preparation. Walter is also responsible for preparing documents to be reviewed by VAOT, VDHP, and USACOE, for SEQR, Section 106 and NEPA. He prepares reports generated under ACT 250 and the FCCs Nationwide Programmatic Agreement, including preparation of forms 620 and 621.



VERMONT SURVEY and ENGINEERING, INC.

SURVEYORS and CIVIL ENGINEERS

79 RIVER STREET, SUITE 201 • MONTPELIER, VERMONT 05602
(802) 229-9138 • FAX (802) 229-9130 • E-mail: Info@VermontSurvey.com

Employee Bios

Andrew McQueeney

Andrew McQueeney is Vice President and a principal of Vermont Survey and Engineering, Inc., and has been employed at VSE since 1991. As Office Manager, he is responsible for overseeing all deliverables to clients. For much of his career, Andrew has focused on being at the cutting edge of surveying technology, and ensuring that clients receive the highest quality deliverables. Andrew is well versed in CADD drafting standards, including AutoCAD Civil 3D, MicroStation, and InRoads software. He has in-depth knowledge of field practices, bidding contracts, and employee management. Andrew earned an Associate of Applied Science degree in Surveying and Forestry from Paul Smith's College (1986).

Stephen Fraser, LS

Stephen Fraser, LS is President and a principal of Vermont Survey and Engineering, Inc. Prior to his involvement with Vermont Survey and Engineering, Inc., Stephen was a Mapping and Surveying Specialist in the Engineering Department for City of Barre, Vermont (1980-2005). For much of his surveying career, Stephen has focused on the legal aspects of Land Surveying as it affects land boundaries. He is a Land Surveyor licensed in Vermont (1978), New Hampshire (2008), and New York (2012). Stephen is affiliated with the Vermont Society of Land Surveyors, New Hampshire Land Surveyors Association, and New York State Association of Professional Land Surveyors. Stephen earned an Associate of Applied Science degree in Civil Engineering Technology majoring in Surveying from Vermont Technical College (1975).



KURT MULLER, P.E.
Senior Engineer VIII

Mr. Muller's engineering expertise includes project management, environmental site assessment, investigation and remediation design, clean-up oversight, and stakeholder collaboration. Specifically, Mr. Muller has acted as lead project manager and Environmental Professional on more than 30 EPA-funded brownfield site investigations, 15 petroleum investigations that were eligible for reimbursement from Vermont's Petroleum Cleanup Fund and four large CERCLA compliant soil management and remediation projects for the National Park Service. His experience includes preparation of work plans, site investigation reports, and Corrective Action Plans that address a wide variety of contaminants. Mr. Muller's expertise focuses on contaminated soil characterization and management projects that require coordination with a variety of stakeholders. During all of his projects, Mr. Muller has emphasized good communication and participation amongst the stakeholders in order to ensure a successful outcome. Mr. Muller is a licensed Professional Engineer in Vermont with 14 years of experience in the private sector, 12 of which have been with The Johnson Company.

SELECTED EXPERIENCE SUMMARY

Management, Remediation and Construction Oversight—Between 2008 and project completion in 2013, provided oversight and project management for the National Park Service on the successful Krejci Dump Site remediation project in Cuyahoga Valley National Park. In 2014 and 2015 performed oversight and management assistance during the remediation of operable unit 1 (OU1) of the Washington Gas Site for NPS, and oversaw the construction of an isolation barrier at the Orphan Mine Site in Grand Canyon National Park. Provided investigation oversight and document review to confirm Administrative Order of Consent compliance at the GERO Vincennes Site. Designed, managed, and implemented an EPA approved soil and groundwater management plan for the City of Burlington's Waterfront Access North project (2013-present) that rehabilitated land surrounding a former coal fired power plant for safe recreational reuse.

Brownfields Investigation and Redevelopment - Project manager on more than 30 EPA-funded Brownfield site investigations, prepare QAPP documents and investigation reports. Perform corrective action feasibility investigations (CAFI) and prepare CAPs that address a wide variety of contaminants. Familiar with and generate self-implementing cleanup plans for TSCA-regulated PCB sites. Designed, coordinated and implemented remediation for two former paper mills impacted by dioxins/furans and PCBs, which included developing EPA approved QAPPs for post remediation dioxins/furans indoor air clearance sampling, the first of their kind for Region 1 EPA. Prior to project management, performed soil, vapor and groundwater sampling using a variety of techniques including EPA's slow purge sampling procedures, Drive Point/Direct Push technology, Waterloo Profiling, soil and sediment coring, bathymetry assessments, and monitoring well installation. Also, supervised numerous underground storage tank closures throughout Vermont.

Expert Witness and Consulting Services—Working cooperatively with the Vermont Agency of Natural Resources to reevaluate management laws for urban soil impacted by low-level contaminants in a manner that equally mitigates risk to human health and the environment, but employs more pragmatic and cost effective alternatives. Hired to provide expert technical arbitration resolution support for several soil management disputes. Assist both private and public counsel by providing expert technical consulting services and testimony in support of recently passed soil management legislation (Act 52) in Vermont.

EDUCATION

B.A., Biology, University of Vermont, 1999
B.S., Environmental Engineering, University of Vermont, 2004

BOARD MEMBERSHIPS

Vermont Environmental Consortium (2013- present)
Chittenden East Supervisory Union School Board (2015 – present)
President, Sunwood Homeowner Association (2015-present)

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN STANTEC CONSULTING,
INC AND THE CITY OF BURLINGTON REGARDING GREAT STREETS-BANK &
CHERRY STREETS**

A first amendment to the Agreement between Stantec Consulting, Inc and The City of Burlington regarding Great Streets-Bank & Cherry Streets (the “First Amendment”) is made and entered into as of the 17th day of April, 2023, by and between the City of Burlington, a Vermont municipal corporation (“City”), and Stantec Consulting, Inc (“Consultant”) (collectively, “the parties”).

Background

- A. The parties entered into that certain agreement, dated as of March 27, 2018 (the “Agreement”) in order to provide design engineering services for the Great Streets-Bank and Cherry Streets project.
- B. The parties agreed to progress the design engineering services in phases, which under the Agreement include: Phase 1 - Concept Design (30%) for four blocks of Cherry Street and two blocks of Bank Street; Phase 2 - Design and Construction Documents (100%) for three blocks of Cherry Street; and Phase 3 - Construction Administration for three blocks of Cherry Street.
- C. Previously executed Change Orders include:
 - 1) Change Order #1 to add to the Scope of Work that the Consultant will review City zoning requirements and develop site plans for the NBT Bank property and People’s United Bank properties and to increase the Maximum Limiting Amount by \$13,442 (executed 3/28/2018).
 - 2) Change Order #2 to remove from the Scope of Work that the Consultant will collect new data for the Soil Management Plan and instead will review and interpret existing soil data and to decrease the Maximum Limiting Amount by \$4,714 (executed 3/28/2018).
 - 3) Change Order #3 to add to the Scope of Work that the Consultant will develop Construction Documents (100%) and provide Construction Administration for two blocks of Bank Street and one additional block of Cherry Street and to increase the Maximum Limiting Amount by \$557,941 (executed 11/20/2018).

- 4) Change Order #4 to add to the Scope of Work that the Consultant will design a new water main and lining of an existing water main along Cherry Street and to increase the Maximum Limiting Amount by \$51,800 (executed 3/10/2021).
- 5) Change Order #5 to add to the Scope of Work that the Consultant will prepare an opinion of probable construction cost for St. Paul and Pine Streets and to increase the Maximum Limiting Amount by \$25,912 (executed 1/10/2019).
- 6) Change Order #7 to prepare zoning permit applications for NBT Bank and People's United Bank properties and to increase the Maximum Limiting Amount by \$4,000 (executed 2/11/2020).

D. The parties desire to enter into this First Amendment in order to:

- 1) Update the Agreement to reflect previously executed Change Orders Number 1, 2, 3, 3, 4, and 7; and
- 2) Add to the Scope of Work that the Consultant will review construction cost estimates prepared by the City Place Development Team for public improvements to be completed by the City Place Development Team; and Increase the Maximum Limiting Amount by \$6,184.72.

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the City and Stantec Consulting, Inc as follows:

1. In Section 1 (SCOPE OF WORK), paragraph one the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

The CONSULTANT shall provide services necessary to ensure the successful completion of the project under consideration as set forth in Request for Proposals from the Department of Public Works dated 12/12/17 and CONSULTANT'S Response and Proposal dated 1/5/18 in addition to Change Order #1, Change Order #2, Change Order #3, Change Order #4, Change Order #5, Change Order #7, and Change Order #9, which are incorporated herein and made a part of this Agreement. The outcome of this work is the completion of design engineering services for the ~~\$591,151.00~~ \$1,245,715.72.

2. In Section 3.B. (Maximum Limiting Amount), paragraph 1, the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

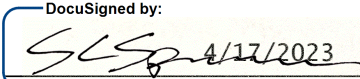
The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of \$1,245,715.72, without duly authorized written approval.

3. In Section 5. (Attachments), the following additions shall be made:
 - a. A new Attachment G named “Change Order 1” shall be added after Attachment F and will be adopted by reference and made part of this Agreement.
 - b. A new Attachment H named “Change Order 2” shall be added after Attachment G and will be adopted by reference and made part of this Agreement.
 - c. A new Attachment I named “Change Order 3” shall be added after Attachment H and will be adopted by reference and made part of this Agreement.
 - d. A new Attachment J named “Change Order 4” shall be added after Attachment I and will be adopted by reference and made part of this Agreement.
 - e. A new Attachment K named “Change Order 5” shall be added after Attachment J and will be adopted by reference and made part of this Agreement.
 - f. A new Attachment L named “Change Order 7” shall be added after Attachment K and will be adopted by reference and made part of this Agreement.
 - g. A new Attachment M named “Change Order 9” shall be added after Attachment L and will be adopted by reference and made part of this Agreement.

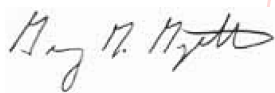
4. Except as specifically amended by the terms of this First Amendment, the Agreement remains in full force and effect. Unless specifically defined in this First Amendment, all terms shall have the meanings contained in the Agreement.

IN WITNESS WHEREOF, this First Amendment is executed as of the day and date first above written.

CITY OF BURLINGTON, VERMONT

By:  4/17/2023  4/17/2023
16A952D842EF4B5...
Chapin Spence, Director of Public Works
Duly Authorized Agent

STANTEC CONSULTING, INC

By:  Digitally signed by
Goyette, Gregory
Date: 2023.04.26 13:54:54
-04'00'
Duly Authorized Agent
Greg Goyette, Senior Principal
(Print Name and Position)

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN STANTEC
CONSULTING, INC AND THE CITY OF BURLINGTON REGARDING GREAT
STREETS-BANK & CHERRY STREETS**

A second amendment to the Agreement between Stantec Consulting, Inc and The City of Burlington regarding Great Streets-Bank & Cherry Streets (the “Second Amendment”) is made and entered into as of the _____ day of February, 2024, by and between the City of Burlington, a Vermont municipal corporation (“City”), and Stantec Consulting, Inc (“Consultant”) (collectively, “the parties”).

Background

- A. The parties entered into that certain agreement, dated as of March 27, 2018 (the “Agreement”) in order to provide design engineering services for the Great Streets-Bank and Cherry Streets project.
- B. The parties agreed to progress the design engineering services in phases, which under the Agreement include: Phase 1 - Concept Design (30%) for four blocks of Cherry Street and two blocks of Bank Street; Phase 2 - Design and Construction Documents (100%) for three blocks of Cherry Street; and Phase 3 - Construction Administration for three blocks of Cherry Street.
- C. Previously executed Change Orders include:
 - 1) Change Order #1 to add to the Scope of Work that the Consultant will review City zoning requirements and develop site plans for the NBT Bank property and People’s United Bank properties and to increase the Maximum Limiting Amount by \$13,442 (executed 3/28/2018).
 - 2) Change Order #2 to remove from the Scope of Work that the Consultant will collect new data for the Soil Management Plan and instead will review and interpret existing soil data and to decrease the Maximum Limiting Amount by \$4,714 (executed 3/28/2018).
 - 3) Change Order #3 to add to the Scope of Work that the Consultant will develop Construction Documents (100%) and provide Construction Administration for two blocks of Bank Street and one additional block of Cherry Street and to increase the Maximum Limiting Amount by \$557,941 (executed 11/20/2018).

- 4) Change Order #4 to add to the Scope of Work that the Consultant will design a new water main and lining of an existing water main along Cherry Street and to increase the Maximum Limiting Amount by \$51,800 (executed 3/10/2021).
- 5) Change Order #5 to add to the Scope of Work that the Consultant will prepare an opinion of probable construction cost for St. Paul and Pine Streets and to increase the Maximum Limiting Amount by \$25,912 (executed 1/10/2019).
- 6) Change Order #7 to prepare zoning permit applications for NBT Bank and People's United Bank properties and to increase the Maximum Limiting Amount by \$4,000 (executed 2/11/2020).
- 7) Change Order #9 to add to the Scope of Work that the Consultant will review construction cost estimates prepared by the City Place Development Team for public improvements to be completed by the City Place Development Team; and Increase the Maximum Limiting Amount by \$6,184.72.

D. The parties desire to enter into this Second Amendment in order to:

- 1) Add to the Scope of Work that the Consultant will revise the design drawings to accommodate change in the building use; and Increase the Maximum Limiting Amount by \$85,716.00.

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the City and Stantec Consulting, Inc as follows:

1. In Section 1 (SCOPE OF WORK), paragraph one the amended text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

The CONSULTANT shall provide services necessary to ensure the successful completion of the project under consideration as set forth in Request for Proposals from the Department of Public Works dated 12/12/17 and CONSULTANT'S Response and Proposal dated 1/5/18 in addition to Change Order #1, Change Order #2, Change Order #3, Change Order #4, Change Order #5, Change Order #7, ~~and~~ Change Order #9, Change Order #10, and Change Order #11 which are incorporated herein and made a part of this Agreement. The outcome of this work

is the completion of design engineering services for the ~~\$591,151.00~~ ~~\$1,245,715.72~~
\$1,331,431.72.

2. In Section 3.B. (Maximum Limiting Amount), paragraph 1, the amended text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

The total amount to be paid to the CONSULTANT for all services shall not exceed a maximum limiting amount of ~~\$1,245,715.72~~\$1,331,431.72, without duly authorized written approval.

3. In Section 5. (Attachments), the following additions shall be made:
- a. A new Attachment N named "Change Order 10" shall be added after Attachment M and will be adopted by reference and made part of this Agreement.
 - b. A new Attachment O named "Change Order 11" shall be added after attachment N and will be adopted by reference and made part of this Agreement.
4. Except as specifically amended by the terms of this Second Amendment, the Agreement remains in full force and effect. Unless specifically defined in this Second Amendment, all terms shall have the meanings contained in the Agreement.

IN WITNESS WHEREOF, this Second Amendment is executed as of the day and date first above written.

CITY OF BURLINGTON, VERMONT

By: _____
Chapin Spence, Director of Public Works
Duly Authorized Agent

STANTEC CONSULTING, INC

By: _____

Duly Authorized Agent

(Print Name and Position)

Board of Finance and City Council Submission ChecklistDepartment: Department of Public Works Submitter: Julia UrsakiTitle/Subject: Budget Amendment for BTC Public Improvements

	Approval:	Meeting Date:
☒	Board of Finance	2/5/2024
☒	City Council	2/12/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	1/30/2024	Chapin Spencer/Norm Baldwin
Mayor's Office informed and approved memo	Yes	1/31/2024	Jordan Redell
Board/Commission, if required	N/A		Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	1/31/2024	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	1/31/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	1/31/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Board of Finance

Lori Olberg

From: Robert <robert.butani@gmail.com>
Sent: Tuesday, January 30, 2024 7:47 AM
To: 'NRB - Act250 Essex'; Karen Paul; permitting@ccrpcvt.org; elizabeth.lord@vermont.gov; 'Murphy, Barry'; 'PSD - VTDPs'; 'AOT - Act 250'; christopher.clow@vermont.gov; 'AGR - Act 250'; 'Dillon, Scott'; 'Peebles, Elizabeth'; 'Trieschmann, Laura'; 'ACCD - Project Review'; 'Von Turkovich, Frank'; ed.vonturkovich@gmail.com; 'Tapper, Ethan'; 'Gobeille, John'; 'Mikula, Toni'; 'Sharon Bushor'; 'Theresa Lefebvre'; 'Paul Bierman'; robert.butani@gmail.com; 'susan butani'; y.house@myfairpoint.net; skelley@sanbornhead.com; 'Brenda Owre'; 'Nancy Kirby'; 'Jacob Wimett'; burlingtontownclerk; lolberg@burlingtonvt.com; Sarah Montgomery; 'ANR - Act 250'; 'Justin M'; 'Andres Torizzo'; 'Theodore von Rosenvinge IV'; 'Dejong, Benjamin'; 'Abby A. Dery, PE'; 'Jeremy Matosky, P.E.'; 'Andrea Dotolo'; 'Eric Licho'; Andrew Montroll
Subject: ACT 250 Case No.: 4C1320 / Butani/GEODesign Statements
Attachments: 2024.01.30-Butani,GEODesign Statement.pdf; 2024.01.30 Butani, GEODesign COS.pdf
Importance: High

[WARNING]: This email was sent from someone outside of the City of Burlington.

Dear ACT 250 Commission:

Please find statements from Robert and Susan Butani and GEODesign, Inc.

A *Certificate of Service* confirming notification to all listed parties is attached.

Respectfully submitted,

Robert Butani

Robert K. Butani, CFE

robert.butani@gmail.com

<https://www.linkedin.com/in/robert-butani-cfe/>

(917) 763-5084

Lori Olberg

From: Robert <robert.butani@gmail.com>
Sent: Wednesday, January 31, 2024 10:44 PM
To: 'NRB - Act250 Essex'; Karen Paul; permitting@ccrpcvt.org; elizabeth.lord@vermont.gov; 'Murphy, Barry'; 'PSD - VTDPs'; 'AOT - Act 250'; christopher.clow@vermont.gov; 'AGR - Act 250'; 'Dillon, Scott'; 'Peebles, Elizabeth'; 'Trieschmann, Laura'; 'ACCD - Project Review'; 'Von Turkovich, Frank'; ed.vonturkovich@gmail.com; 'Tapper, Ethan'; 'Gobeille, John'; 'Mikula, Toni'; 'Sharon Bushor'; 'Theresa Lefebvre'; 'Paul Bierman'; 'susan butani'; y.house@myfairpoint.net; skelley@sanbornhead.com; 'Brenda Owre'; 'Nancy Kirby'; 'Jacob Wimett'; burlingtontownclerk; Sarah Montgomery; 'ANR - Act 250'; 'Justin M'; 'Andres Torizzo'; 'Theodore von Rosenvinge IV'; 'Dejong, Benjamin'; 'Abby A. Dery, PE'; 'Jeremy Matosky, P.E.'; 'Andrea Dotolo'; 'Eric Licho'; Lori Olberg; Andrew Montroll
Subject: ACT 250 Case No.: 4C1320 / Dr. Bierman Statement
Attachments: 2024.01.30 Dr. Paul Bierman Statement.pdf; 2024.01.31 Dr. Bierman COS.pdf
Importance: High

[WARNING]: This email was sent from someone outside of the City of Burlington.

Dear ACT 250 Commission:

Please find the statement from Dr. Paul Bierman.

A Certificate of Service confirming notification to all listed parties is attached.

Respectfully submitted,

Robert Butani

Robert K. Butani, CFE

robert.butani@gmail.com

<https://www.linkedin.com/in/robert-butani-cfe/>

(917) 763-5084

FOR INFORMATION ONLY

Lori Olberg

From: Lord, Elizabeth <Elizabeth.Lord@vermont.gov>
Sent: Thursday, February 1, 2024 2:29 PM
To: Abby A. Dery, PE; NRB - Act250 Essex; fvonturkovich@fvtlaw.com; ed.vonturkovich@gmail.com; Jeremy Matosky, P.E.; Shawn Kelley; Karen Paul; Andrew Montroll; burlingtontownclerk; Lori Olberg; permitting@ccrpcvt.org; ANR - Act 250; Dejong, Benjamin; Murphy, Barry; PSD - VTDPs; AOT - Act 250; Clow, Christopher; AGR - Act 250; Dillon, Scott; Peebles, Elizabeth; Trieschmann, Laura; ACCD - Project Review; justdmet@gmail.com; brenda.owre@gmail.com; robert.butani; Ted.von@geocompanies.com; Andres Torizzo; pbierman@uvm.edu; trlefebvre@comcast.net; krbygrl17@yahoo.com; sfbushor@gmail.com; y.house@myfairpoint.net; NRB - Act250 Essex; Brondyke, Aaron
Subject: Act 250 #4C1320 - ANR memo
Attachments: ANR response to GWMR_02.01.2024.pdf; 4C1320_02.01.2024_COS.pdf

You don't often get email from elizabeth.lord@vermont.gov. [Learn why this is important](#)

[WARNING]: This email was sent from someone outside of the City of Burlington.

Attached, please find the Agency's memo from the State Geologist.

Respectfully submitted,
Elizabeth Lord



Elizabeth Lord, Esq. | Litigation Attorney
Vermont Agency of Natural Resources
Office of General Counsel, Enforcement & Litigation Section
Davis 2, 1 National Life Dr | Montpelier, VT 05620-3901
802-249-1904
elizabeth.lord@vermont.gov

Lori Olberg

From: Lord, Elizabeth <Elizabeth.Lord@vermont.gov>
Sent: Friday, February 2, 2024 11:34 AM
To: Abby A. Dery, PE; NRB - Act250 Essex; fvonturkovich@fvtlaw.com; ed.vonturkovich@gmail.com; Jeremy Matosky, P.E.; Shawn Kelley; Karen Paul; Andrew Montroll; burlingtontownclerk; Lori Olberg; permitting@ccrpcvt.org; ANR - Act 250; Dejong, Benjamin; Murphy, Barry; PSD - VTDPs; AOT - Act 250; Clow, Christopher; AGR - Act 250; Dillon, Scott; Peebles, Elizabeth; Trieschmann, Laura; ACCD - Project Review; justdmet@gmail.com; brenda.owre@gmail.com; robert.butani; Ted.von@geocompanies.com; Andres Torizzo; pbierman@uvm.edu; trlefebvre@comcast.net; krbygrl17@yahoo.com; sfbushor@gmail.com; y.house@myfairpoint.net; NRB - Act250 Essex; Jacob Wimett; Brondyke, Aaron
Subject: 4C1320 revised COS
Attachments: ANR response to GWMR_02.01.2024.pdf; 4C1320_ANR response_02.02.2024_COSrev.pdf

You don't often get email from elizabeth.lord@vermont.gov. [Learn why this is important](#)

[WARNING]: This email was sent from someone outside of the City of Burlington.

Attached is a revised Certificate of Service. The certificate has been revised to correct an error, and to add two parties who were inadvertently not included in the prior list (Richard Hillyard and Jacob Wimett). My apologies for the error.

Respectfully,
Elizabeth Lord



Elizabeth Lord, Esq. | Litigation Attorney

Vermont Agency of Natural Resources

Office of General Counsel, Enforcement & Litigation Section

Davis 2, 1 National Life Dr | Montpelier, VT 05620-3901

802-249-1904

elizabeth.lord@vermont.gov

Lori Olberg

From: NRB.Act250Essex@vermont.gov
Sent: Monday, February 5, 2024 10:37 AM
To: FVonTurkovich@fvtlaw.com; Abby.Dery@tcevt.com; andrea.dotolo@tcevt.com; ed.vonturkovich@gmail.com; Jeremy.matosky@tcevt.com; skelley@sanbornhead.com; eric.lichto@tcevt.com; y.house@myfairpoint.net; benjamin.dejong@vermont.gov; christopher.clow@vermont.gov; scott.dillon@vermont.gov; elizabeth.peebles@vermont.gov; laura.trieschmann@vermont.gov; justdmet@gmail.com; brenda.owre@gmail.com; robert.butani@gmail.com; Ted.von@geocompanies.com; andres@watershedca.com; jwimett@geocompanies.com; pbierman@uvm.edu; trlefebvre@comcast.net; krbygrl17@yahoo.com; sfbushor@gmail.com; nrb.act250agenda@vermont.gov; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org; NRB.Act250Essex@vermont.gov; Sarah Montgomery; burlingtontownclerk; Lori Olberg; joe.buford@usda.gov; info@winooskinrcd.org; ethan.tapper@vermont.gov; john.gobeille@vermont.gov; andrew.wood@vermont.gov; josh.castonguay@greenmountainpower.com; efficiency@vermontgas.com; pics@veic.org; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; Aaron.Brondyke@vermont.gov
Subject: Act 250 Application 4C1320
Attachments: 4C1320 cos 12.pdf

You don't often get email from nrb.act250essex@vermont.gov. [Learn why this is important](#)

[WARNING]: This email was sent from someone outside of the City of Burlington.

The District 4 Commission acknowledges receipt of Frank von Turkovich's February 2, 2024 email, which has been uploaded to the Act 250 database online as Exhibit 165. The Commission hereby grants the applicant's request to respond to comments received from the parties. The applicant alone shall have until Tuesday February 20, 2024 to submit responses.

Please call State Coordinator Aaron Brondyke if you have any questions.

Act 250 District Office - Essex (District 4 Environmental Commission)

111 West Street
Essex Junction, VT 05452

Madeline Cotter NRB Technician

Tel.802-879-5614 | NRB.Act250Essex@vermont.gov
<https://nrb.vermont.gov>

Lori Olberg

From: NRB.Act250Essex@vermont.gov
Sent: Tuesday, February 6, 2024 3:06 PM
To: bbaker@cdbesq.com; tbaker@cdbesq.com; nrb.legal@vermont.gov; nrb.act250agenda@vermont.gov; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org; NRB.Act250Essex@vermont.gov; Sarah Montgomery; burlingtontownclerk; Lori Olberg; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; Stephanie.Monaghan@vermont.gov
Subject: JO 4-395 Jurisdictional Opinion
Attachments: JO_Form_Housing JO 4-395.pdf

For complete information, please contact the City Clerk's Office.

You don't often get email from nrb.act250essex@vermont.gov. [Learn why this is important](#)

[WARNING]: This email was sent from someone outside of the City of Burlington.

Hello,

Please see attached Jurisdictional Opinion.

Thank you,

Act 250 District Office - Essex (District 4 Environmental Commission)

111 West Street
Essex Junction, VT 05452

Adriene Katz *NRB Technician*

Tel.802-879-5614 | NRB.Act250Essex@vermont.gov
<https://nrb.vermont.gov>

Resolution Relating to

IMPLEMENTATION OF A CARBON POLLUTION IMPACT
FEE

RESOLUTION_____

Sponsor(s): TEUC (Councilors
Bergman and King)
Introduced: _____
Referred to: __TEUC_____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....
Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, the City of Burlington has declared a climate emergency exists, and on September 5,
2 2019 the City and Burlington Electric Department issued the Net Zero Energy Roadmap ("the Roadmap") to
3 guide progress in reducing greenhouse gas emissions in buildings and ground transportation; and
4 WHEREAS, the Roadmap identified emissions from buildings as the second largest source of
5 greenhouse gas emissions in the city; and
6 WHEREAS, the City enacted new ordinances in 2021 to address rental weatherization standards, and
7 require primary renewable heating systems in new construction; and
8 WHEREAS, in 2022 Burlington's neighboring community, the City of South Burlington, adopted a
9 similar primary renewable heating system ordinance and also include requirements for renewable domestic
10 water heating as well, aligning the two cities in both requiring the use of renewable systems and fuels for new
11 construction; and
12 WHEREAS, on March 2, 2021, Burlington voters approved a proposed change to the City charter that
13 would allow the City to create policies to regulate greenhouse gas emissions in buildings, and an advisory
14 ballot question focused on providing equity in the development of such policies; and
15 WHEREAS, on April 20, 2022, the Governor signed the charter change into law after it was approved
16 by the Vermont Legislature; and
17 WHEREAS, the charter change approved by voters in March of 2021 and subsequently approved by
18 the Legislature and signed by the Governor requires the City to seek additional voter approval when it
19 proposes to utilize a carbon impact or alternative compliance fee; and
20 WHEREAS, on March 7, 2023, the voters of Burlington approved, with over 67% voting in favor, a
21 ballot item allowing the City Council to implement a carbon pollution impact fee of up to \$150 per ton for
22 new construction buildings and existing commercial and industrial buildings 50,000 square feet or larger that
23 install new fossil fuel systems; and
24 WHEREAS, on November 20, 2023, the City Council approved an ordinance requiring, beginning
25 January 1, 2024, newly constructed buildings either install non-fossil fueled thermal energy systems or pay a

fee of \$150 per ton and requiring existing commercial and industrial buildings 50,000 square feet or larger who are seeking a permit for a new thermal energy system to either install a non-fossil fueled thermal energy system or pay a fee of \$150 per ton; and

WHEREAS, the aforementioned ordinance is expected to lead to some reductions in greenhouse gas emissions, but is limited in scope and will not on its own reduce greenhouse gas emissions substantially enough for the City to meet its Net Zero Energy Roadmap commitments, necessitating the adoption of stronger policies to reduce emissions in the building sector;

NOW, THEREFORE, BE IT RESOLVED that the City Council requests that the Transportation, Energy, and Utilities Committee (TEUC) draft language for a ballot question asking voters to give the City Council the authority to implement a carbon pollution impact fee for a larger subset of Burlington's buildings than is currently authorized, the authority to increase the fee above what is currently authorized, and the authority to apply the carbon pollution impact fee to any source of emissions from buildings that causes global warming, with revenue from the fee going primarily towards supporting low- and moderate-income households who are seeking to reduce their fossil fuel use renters and/or, in the case of existing building payors, greenhouse gas emissions reductions projects at their building or facilities in Burlington; and

BE IT FURTHER RESOLVED that in developing this proposed ballot language for the City Council's consideration, the TEUC take input from members of the public, from climate advocacy organizations, from relevant labor unions, from building owners, from leaders in other cold-climate cities that have adopted building decarbonization policies, from the Burlington Electric Department, from the Department of Permitting and Inspections, and from other groups and individuals the TEUC feels should be included in the policymaking process; and

BE IT FURTHER RESOLVED that the Transportation, Energy, and Utilities Committee refer their proposed language for this ballot item back to the full City Council no later than its May 20th, 2024 meeting, with the goal of placing a question before the voters on or before August 13th, 2024.

Resolution Relating to

CLIMATE POLICY REVIEW AND NEXT STEPS FOR
EXISTING COMMERCIAL AND INDUSTRIAL
BUILDINGS LESS THAN 50,000 SQUARE FEET

RESOLUTION_____

Sponsor(s): Councilors Traverse,
Barlow
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....
Resolved by the City Council of the City of Burlington, as follows:

- 1
- That WHEREAS, the City of Burlington has declared a climate emergency exists and, in 2019, the City and
- 2
- Burlington Electric Department (BED) issued a Net Zero Energy Roadmap ("the Roadmap") to guide progress
- 3
- in reducing greenhouse gas emissions in buildings and ground transportation; and
- 4
- WHEREAS, the Roadmap identified emissions from buildings as the second largest source of
- 5
- greenhouse gas emissions in the City; and
- 6
- WHEREAS, the City enacted new ordinances in 2021 to address rental weatherization standards and
- 7
- require primary renewable heating systems in new construction; and
- 8
- WHEREAS, in 2022, Burlington's neighboring community, the City of South Burlington, adopted a
- 9
- similar primary renewable heating system ordinance and also include requirements for renewable domestic
- 10
- water heating, aligning the two cities in both requiring the use of renewable systems and fuels for new
- 11
- construction; and
- 12
- WHEREAS, on March 2, 2021, Burlington voters approved a proposed change to the City charter that
- 13
- would allow the City to create policies to regulate greenhouse gas emissions in buildings, and an advisory
- 14
- ballot question focused on providing equity in the development of such policies; and
- 15
- WHEREAS, on March 7, 2023, the voters of Burlington approved, with over 67% voting in favor, a
- 16
- ballot item allowing the City Council to implement a carbon pollution impact fee of up to \$150 per ton for
- 17
- new construction and existing commercial and industrial buildings 50,000 square feet or larger that install new
- 18
- fossil fuel systems; and
- 19
- WHEREAS, on November 20, 2023, the City Council approved an ordinance requiring, beginning
- 20
- January 1, 2024, newly constructed buildings either install non-fossil fueled thermal energy systems or pay a
- 21
- fee of \$150 per ton and requiring existing commercial and industrial buildings 50,000 square feet or larger that
- 22
- are seeking a permit for a new thermal energy system to either install a non-fossil fueled thermal energy
- 23
- system or pay a fee of \$150 per ton; and

WHEREAS, the carbon pollution impact fee does not apply to existing commercial and industrial buildings less than 50,000 square feet, and meeting the City's Net Zero commitments will necessitate the adoption of stronger incentives to reduce greenhouse gas emissions from these buildings;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby requests BED and the Department of Permitting and Inspections (DPI) conduct a review of how to best improve climate policy to reduce greenhouse gas emissions from existing commercial and industrial buildings less than 50,000 square feet; and

BE IT FURTHER RESOLVED that this review shall include, but not be limited to, a review of Burlington's carbon pollution impact fee and the extent to which it should extend to existing commercial and industrial buildings less than 50,000 square feet, an update on applicable climate policies under Vermont or federal law that have been recently enacted or are nearing enactment, an update on relevant climate policies established by Burlington's surrounding communities, and a review of the extent to which incentives, rather than fees or taxes, may be effective in meeting Burlington's Net Zero goals; and

BE IT FURTHER RESOLVED that BED and DPI shall provide an interim report on this topic to the Council no later than August 1, 2024, and a final report with policy recommendations no later than November 1, 2024; and

BE IT FURTHER RESOLVED that subsequent to receiving this final report, the City Council's intention is to request a similar policy review on how to further incentivize the reduction of greenhouse gas emissions in other buildings that are currently not included in the carbon pollution impact fee ordinance.

Lori Olberg

From: City of Burlington Vermont
Sent: Saturday, February 10, 2024 4:57 PM
To: Lori Olberg
Subject: Form submission from: Contact Us [City Council]

You are receiving this message because you are a designated recipient for: City Council

Received from: Margaret Prindle

Reply to e-mail Address: magprindle@gmail.com

Subject: NEIGHBORHOOD CODE

Message: Dear City Council,

Please vote NO on the current proposal of the Neighborhood Code ! It needs major refining.
And if you haven't read Paul Bierman's Opinion in the VT Digger on Feb. 8th please do! His opinion says it all, well written and to the point!

Thank you for your time.

Margaret Prindle

Submitted on Saturday, February 10, 2024 - 16:56 from IP address: 162.247.90.86

Check IP address location: <https://viewdns.info/iplocation/?ip=162.247.90.86>

Questions about this form? e-mail webmaster@burlingtonvt.gov

Lori Olberg

From: soverby@sover.net
Sent: Sunday, February 11, 2024 10:38 PM
To: Lori Olberg
Subject: Why has the City derailed the Gateway Block Request for Proposal process? 2/12/2024 City Council Agenda Item 4
Attachments: 5-15-2019 PWC Gateway Block Presentation and 10-19-15 Gateway Block RFP .pdf

[WARNING]: This email was sent from someone outside of the City of Burlington.

Lori,
Please add this communication and attached document to the Consent Agenda Communications for City Council's 2/12/2024 Meeting. I also have sent it directly to the Councilors.
Thanks.
Solveig

2/11/2024

Subject: Why has the City derailed the Gateway Block Request for Proposal process?

From Solveig Overby, Ward 2

Communication Re: City Council 2/12/2024 meeting, Agenda item 4, "Gateway Block Predevelopment Agreement (verbal)" This was also emailed directly to President Paul and the other City Councilors.

4. Communication: Mayor Miro Weinberger re: South End Coordinated Redevelopment Predevelopment Agreement and Gateway Block Predevelopment Agreement (verbal) **6:15 pm - 7:30 pm ***expected executive session*****

To City Council President Karen Paul,

cc City Councilors Zoraya Hightower, Eugene Bergman, Joe Magee, Sarah E Carpenter, Ben Traverse, Ali N Dieng, Hannah King, Melo Grant, Timothy C. Doherty, Jr., Mark Barlow, and Joan Shannon

I note that you, President Paul, were the sponsor of the Farrell/Larkin/"NEWCO" Letter of Intent Resolution that City Council voted on at their 11/6/2023 meeting. Since City Council's 2/12/2024 agenda has an executive session, oral presentation by Mayor Weinberger, on a "Predevelopment Agreement" for the Gateway Block (Item 4), this communication shares significant concerns about this proposed deal.

It's clear that City Council was rushed, misled and misinformed in preparing for their vote on the Letter of Intent, during Deliberative Agenda Item 8, the "Support for Gateway Block" Resolution. This situation puts into question the legal validity of the Resolution on the Letter of Intent in its entirety.

I've attached a copy of the 10/19/2015 Draft RFP for the Gateway Block and the PowerPoint presentation that the Public Works Commission received at their 5/15/2019 meeting, delivered by Jesse Freedman of CEDO. (Filename: 5-15-2019 PWC Gateway Block Presentation and 10-19-15 Gateway Block RFP .pdf). The Gateway Block RFP was presented to the Public Works Commission in Agenda Item 7, titled "Main St. & S. Winooski Ave Surface Lot RFP." Mayor Weinberger also mentioned the Gateway Block RFP in several press releases thereafter.

I have reviewed the CCTV recording and minutes of the 5/15/2019 Public Works Commission meeting and also the CCTV recording of the 11/6/2023 City Council discussion on Item 8 "Support for Gateway Block".

During the City Council's 11/6/2023 discussion on the Resolution about the Letter of Intent, CEDO Director Brian Pine and Samantha Dunn never mentioned the draft Gateway Block RFP that had been presented to the Public Works Commission at their 5/15/2019 meeting. During their 11/6/2023 deliberations, Councilors expressed concerns about being rushed to sign off on a document that they had just seen for a few days and on which they wanted to make changes.

Why does the Resolution not reference the Gateway Block RFP? Why was it not mentioned during the Council's deliberations? Had the City followed the Gateway Block RFP processes as reflected in the attached draft Gateway Block RFP, Councilors concerns, and those of the public, would have been addressed.

During the City Council's 11/6/2023 deliberations several Councilors repeated representations made by CEDO Director Pine that the Letter of Intent was not binding. Pine and Dunn represented to Council that the Letter was merely assisting CEDO in the "due diligence" assessment process for development options.

Neither of the lawyers on Council, nor Acting City Attorney Jared J. Pellerin who was present and was advising the Council, corrected this misunderstanding

The binding language in the Letter is clear, despite the fact that the final commitment will be made in a Development Agreement. Note this paragraph in the Letter:

"Good Faith Letter of Intent: This Letter of Intent is intended to represent the good faith actions of the parties and therefore binding, subject to the full execution of a Development Agreement on or before March 29, 2024. The City agrees not to solicit any other interest, nor otherwise engage with any other party in connection with the redevelopment of the Gateway Block during the term of this Letter of Intent."

By this clause in the Letter of Intent, the City agreed to exclude all other parties from performing necessary due diligence to prepare alternate proposals for development of the Gateway Block on the municipal properties that include Memorial Auditorium, the historic firehouse and the Main St. parking lot.

I've had numerous communications about these concerns with my City Councilors Bergman and Grant and also with Burlington's Chief Innovation Officer Scot Barker while unsuccessfully trying to locate the attached Gateway Block RFP-related documents on Burlington's public websites. I happen to have copies of these documents because I was on the Public Works Commission at the time.

Not only was City Council not informed of the Gateway Block RFP that the Public Works Commission learned about on 5/15/2019, the public does not have the ability to find these documents. The 10/19/2015 draft Gateway Block RFP and CEDO's 5/15/2019 Gateway Block presentation to Public Works Commission are not findable on the City's websites. Further, the minutes from the PWC 5/15/2019 meeting on the Gateway Block RFP item are lacking. They do not reflect my extensive comments as a Commissioner, where I requested that the RFP require a long-term land lease rather than a sale. They also don't reflect PWC Chair Tiki Archambeau's concerns that the Main St. parking lot not be sold off to finance repair of Memorial Auditorium.

I ask that you as City Council President, show the leadership to push back on the Mayor's rush to transfer ownership and control of Memorial Auditorium, the historic firehouse and the Main St. parking lot before he leaves office. Don't negotiate a sole-bidder PreAgreement or Development Agreement via City Council Executive Sessions. Insist that City Council require pursuit of the full Gateway Block RFP process. You must ensure that Burlington not be locked into a vague, sole-bidder Development Agreement based on the 11/9/2023 Farrell/Larkin/"NEWCO" Letter, that could sell off these key downtown municipal properties.

City Council must not facilitate a repeat of our Burlington Town Center/CityPlace experience which has been ten years of Development Agreement zigs and zags: Amended, Restated, 2.0 version, and now to be amended further, Development Agreements.

As the saying goes, "the hurrier you go, the behinder you get."

You have the power and the responsibility to prevent this mess from happening again.

https://www.burlingtonvt.gov/sites/default/files/Agendas/Main%20St%20%26%20S%20Winooski%20Surface%20Lot%20Presentation_0.pdf

As of 1/29/2024 the link above where this document was once located does not work. Not findable on CivicClerk either.

Date: May 15, 2019

Time: 6:30 - 9:00 p.m.

Place: 645 Pine St - Main Conference Room

A G E N D A

7 - 20 Min

Main St. & S. Winooski Ave Surface Lot RFP

A -Presentation, CEDO

B -Commissioner Discussion

C -Public Comment

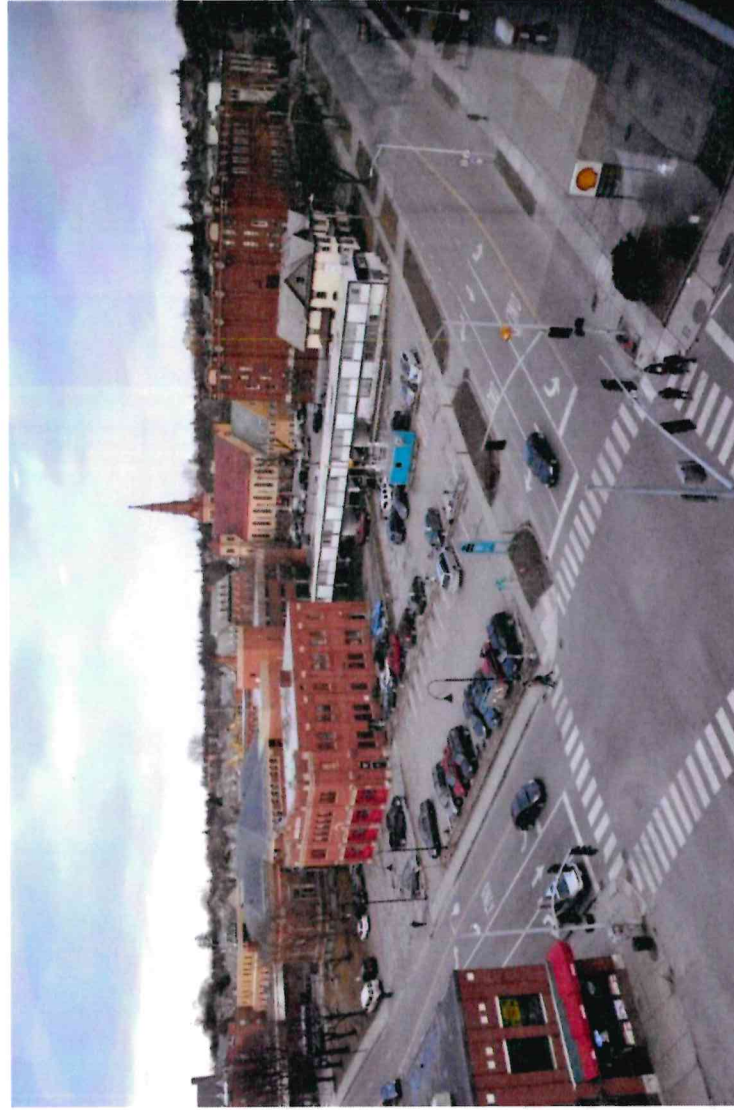
D -Action Requested - None

Gateway Block Redevelopment

Jesse Freedman

CEDO

Redevelopment of the 220 Main St Lot



Redevelopment of the 220 Main St Lot

- ▶ Request for Proposals (RFP) to redevelop parking lot
 - ▶ City is seeking ideas for the highest and best use of the site
 - ▶ We are leaning on the creativity and capability of the development community to replace the spaces
 - ▶ Goal is to spur redevelopment of block and help close Memorial renovation funding gap
 - ▶ RFP will contain Development Objectives as parameters
- ▶ RFP will require developer to replace all parking spaces
 - ▶ May be off-site, within 1000 feet of site
 - ▶ May be privately owned/operated and publicly accessible
 - ▶ Some form of profit sharing to replace lost revenue

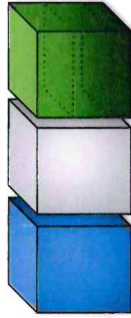
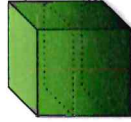
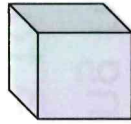
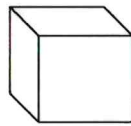
2018 Public Process



Progress in 2019

- ▲ Hired consultant to conduct market and feasibility studies of Memorial Auditorium as a performing arts venue
- ▲ Consultant created operating pro forma for Memorial including redevelopment of lot
- ▲ Additional update to PACC
- ▲ Meetings with development community
- ▲ Initial planning for RFP process

Summary: Four Concepts



	Mothball	Basic	Community	Gateway Block
Pros	Preserves options	Reopens building and allows basic programming	Modern space meets diverse community need	Allows full renovation at price City can afford; unlocks gateway block value
Cons	Building continues to deteriorate	Spaces not modern or flexible; large events limited	\$9-18M funding gap exists	Stretches timeline for renovation

Summary

- ▶ RFP is intended to spur redevelopment of the block
- ▶ Development objectives set guideposts, but wide latitude given potential respondents
- ▶ City is under no obligation to proceed with any proposals
- ▶ Helps close Memorial funding gap

As of 1/29/2024, above link where document was originally posted no longer works. Scot Barker, BTV IT, looked unsuccessfully for CivicClerk link.

2/5/24 12:54 PM, From: Scot Barker <barker@burlingtonvt.gov> To: soverby@sover.net

"As we discussed on Friday, we do still have the document. However, it does not appear to have been attached to an agenda packet for any meeting. Not only is not in any agenda packet currently in CivicClerk, we are also unable to find it attached to any agenda packet in the previous system, BoardDocs. It does appear to have, at one time, been on the Website as a support document, but it never went deeper than that. I verified with the City Attorney's office that as a general rule, RFPs themselves are rarely attached to an agenda packet unless and until there is a contract that is being approved that resulted from an RFP response. That also doesn't appear to be the case here."

Gateway Block Combined Request for Proposals (RFP) – DRAFT

Memorial Auditorium and Gateway Parking Lot
Community and Economic Development Department
October 19, 2015

The Community and Economic Development Office (CEDO) of the City of Burlington is soliciting redevelopment and development proposals for the Gateway Block, which includes Memorial Auditorium and the City-owned corner parking lot at the intersection of South Winooski Avenue and Main Street in downtown Burlington. Proposals may include one or both properties. Redevelopment of either parcel will involve significant public processes, and both sites are eligible for Tax Increment Financing (TIF) through the City's Downtown TIF District.

I. Background

A. Memorial Auditorium (145 South Union Street)

Memorial Auditorium is an historic structure built in 1927 that includes a gymnasium with a proscenium stage, large lower level room that currently houses Generator (a maker space), pottery and arts studio currently occupied by Burlington City Arts (BCA) programs, the 30-year home of Burlington Parks Recreation and Waterfront's (BPRW) music venue 242 Main, and major server operations for Burlington Telecom. The 57,562 SF (45,148 finished) building sits on a 0.88-acre corner lot. (See attached Assessor record and State Register of Historic Places description.) The building has served as an event space for years, and important events still take place there – most significantly the Burlington Farmer's Market in cold weather months – though they have dwindled significantly in the last 15 years. The building also serves as a memorial to those who have died in military service (see attached 9-28-2013 BFP story.)

It is operated by BPRW. The on-site parking facilities serving the building are limited, but there are several parking garages and lots within several blocks of the property. The property is bounded to the south by Main Street, the east by Union Street, the north by the College Street Congregational Church and the Library parking lot, and the west by a privately owned mixed use duplex (234-36 Main St) currently housing a tattoo business and residential uses.

The building has extensive deferred maintenance detailed in three separate reports from 1991, 2008, and 2014 – available upon request. The building costs the City of Burlington roughly \$250,000 annually to operate before addressing any deferred maintenance and currently generates no property tax revenue and limited tax revenue from its events. In a recent memo to the Mayor and City Council (October 13, 2015), Martha Keenan of the Department of Public Works reported that \$260,000

of immediate investment in the building's roof and heating system is necessary to minimize further deterioration of the building and prepare for a potential failure of the boiler system. In addition, a further \$4M plus is required in the following two fiscal years in order to safely support current building activities. Significant additional spending would be necessary to reconfigure the building for any other uses.

B. Gateway Parking Lot (220 Main Street)

The City-owned 0.23-acre corner parking lot at Main and South Winooski currently serves as transient parking for downtown visitors, with just over 40 parking spaces. (See attached Assessor record.) It has a varied history that includes in its earliest days as a ravine that drained the higher ground to north and east of the site and was the site of an early railroad station. The ravine was later filled but still carries a key part of the City's stormwater system. As a result, a significant amount of non-structural fill underlies the parking lot (see attached 8-3-2013 BFP story and 5-2-1991 engineering report.)

The parking lot sits at one of the primary entrances to the downtown and is currently operated by the Department of Public Works (DPW). The property is bounded to the south by Main Street, to the east by the privately held Mid-Town Motel (230 Main St), to the north by a Burlington City Fire Station #1, and to the west by North Winooski Avenue. Some environmental assessments have already been conducted and are available upon request.



II. Development Goals

The City has multiple development parameters/objectives for the redevelopment of these two sites. These include:

A. Memorial Auditorium Goals

- Adaptive reuse of this prominent and important civic building located on the gateway to the city's downtown core.
- Preserve and restore the historic character and façade of the building, particularly on the sides facing Union Street and Main Street.
- Preserve and/or honor in some fashion the memorials within the building.
- Generate positive cash flow to the City's finances through adaptive reuse of the building, to the benefit of taxpayers and fiscal stability.
- Address all deferred maintenance.
- Preserve or specifically address the relocation of the Burlington Telecom hub in redevelopment plans (estimated moving cost approximately \$1M).
- If Tax Increment Financing (TIF) is proposed as a redevelopment source, generation of new tax dollars must be created in sufficient increment at either or both development sites to support the requested public investment; and the proposal should indicate how "but for the public investment" redevelopment as proposed could not occur.
- Work with City-based entities with existing uses in the building to determine whether or not a future development of the building is the appropriate place to re-house an iteration of those uses or not. If not, include a proposed process to determine potential new locations with a commitment to assist with relocation.

B. Gateway Parking Lot Goals

- Utilize great urban design-- architecturally innovative and forward-looking but grounded in context of downtown Burlington.
- Active first floor uses are required -- with a two-story high retail corner at Main & S. Winooski as a goal.
- Minimum 15-foot wide active pedestrian area along Winooski Avenue frontage.
- Height should be maximized within current zoning; density is a priority for downtown developments in this location or a strategy for rezoning should be proposed.

C. Shared Goals

- Parking
 - No at-grade, street fronting parking (off-street).
 - If proposed, any parking structure should be right-sized and shared-use, based on the principles of the Downtown Parking Plan.
 - If proposed, any parking structure MUST participate in whatever parking

management district is formed to serve downtown through the City's ongoing Downtown Parking efforts; if a new structure is proposed to be built utilizing City dollars, it is highly likely that structure will be owned by the City or downtown-wide parking entity.

- o Parking spaces must be unbundled from units/leasable space.
- o Bike parking and bike amenities should be prioritized.
- Housing is highly encouraged at one or both sites and will be considered favorably, but is not a required parameter.
- The reintroduction of on-street parking on Main Street, if deemed workable by the City's DPW.
- Utilize sustainable design practices and green infrastructure extensively.
- Public art should be incorporated into the interior and exterior.
- Should have thoughtful interfaces with firehouse, library, existing Church, and other neighbors. Project proposals that support and incentivize successful re-development of Memorial are a priority.
- Loading and unloading should be shielded from the street.
- Waste and external services should be shared as much as possible for efficiencies.
- Reference Plan BTY: Downtown & Waterfront for broader conceptual framework.

III. Proposal Process

Proposals will be accepted from:

- Developers seeking to develop solely one property or the other;
- Developers seeking to develop both properties;
- Separate developers working in partnership to develop both parcels;
- Proposals from or partnering with adjacent land owners; and
- City of Burlington departments.

The City reserves the right to proceed with one property and not the other based on proposals received, staff capacity, and available funding.

Proposals will be vetted by a CEDO-led team, but will also go through a public process to ensure citizen input on the project(s). If a project seeks Tax Increment Financing, the project will ultimately have to go through a public vote.

Sale of either or both properties is possible, but respondents are strongly urged to consider ground lease proposals or other mechanisms that give the City a measure of long-term control of the parcel itself, with more flexibility for the ownership structure of the developments.

The City will conduct a two-tier submission process.

A. Tier One Submission Materials (Request for Qualifications)

Proposals are limited to no more than 12 pages total (6 pages double-sided or 24 single-sided.)

1. Proposed Concept – address how each City parameter is met, include one visual
2. Finances – project cost estimate
3. Experience – Brief annotated list of comparable projects

Public input will be solicited on the concepts at this stage, and two to three finalists will be chosen to advance to the second tier based on the response to the qualifications.

B. Tier Two Submission Materials (Request for Proposals)

Proposals are limited to no more than 24 pages total (12 double-sided or 24 single-sided).

1. Proposal narrative detailing how each applicable parameter will be addressed in the project proposal.
2. Proposed financial structure:
 - a. Acquisition purchase price and/or general proposed lease terms.
 - b. Requested Tax Increment Financing with anticipated annual tax revenue generated by the project(s) to support the TIF investment
3. Rough time estimate for project (the start date is unknown as the schedule of the public process has not yet been clearly defined).
4. Detailed experience of project team.
5. At least 3 visuals of the project, including at least one viewpoint from the middle of Main Street east of Memorial Auditorium looking west.

C. Proposals Evaluation

Proposals will be evaluated on the following:

- The proposed development's adherence to the parameters above.
- If critical to the development proposal, demonstrated partnership with adjacent site owners OR commitment to achieve a formal partnership within 90 days of submission with adjacent site owners. If no partnership is formed, and adjacent sites (not owned by the City) are critical to the redevelopment, the proposal will NOT be considered.
- Experience working in urban sites, and if proposing for Memorial, with redevelopment of historic structures.
- Experience working within complex regulatory environments, including with Tax Increment Financing
- A documented history of delivering projects on-time and on-budget.
- Experience working within public processes and highly scrutinized projects.
- Proposed financial terms.

Commented [JF1]: If proposals are going to be scored, the scoring matrix should be included in this RFP.

D. Timeline

Submit one digital copy to YYYY, the project manager at CEDO, and 5 hard copies by 5:00 PM on Month, XX, 2015. Late submittals will not be accepted.

DRAFT

Beth Anderson
240 S Cove Rd
Burlington, VT 05401

February 10, 2024

Lori Olberg
Licensing, Voting and Records Coordinator
City of Burlington
149 Church St
Burlington, VT 05401

Dear Ms. Olberg:

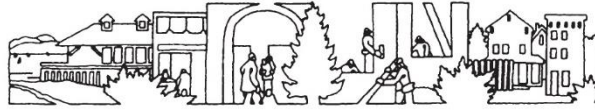
I am sad to inform you that I have to resign from the Board of Electric Commissioners. Unfortunately, I will be unexpectedly moving and will no longer be a Burlington resident as of April 1. I will be happy to continue to serve on the Commission through February and March as desired until a new Commissioner can be identified.

Please do not hesitate to let me know if you need any additional information from me. Thank you for your assistance.

Regards,

A handwritten signature in black ink, appearing to be 'BA' or similar initials, written in a cursive style.

Beth Anderson



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

MEMORANDUM

TO: Mayor Miro Weinberger and City Council

FROM: Rebeka Lawrence-Gomez, Housing Program Manager
Todd Rawlings, Assistant Director for Grants & Finance
Brian Pine, Director

DATE: February 12, 2024

RE: Public Hearing: City's 2024-2028 Consolidated Plan for Housing and
Community Development

The Community & Economic Development Office (CEDO) is soliciting input in connection with the development of the City's 2024-2028 Consolidated Plan for Housing and Community Development for the planning and allocation of federal funds administered by the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan is a five-year plan that provides detailed information about city demographics, the local housing market, and the local economy. It outlines the City's priorities for housing, community, and economic development needs, and the allocation of federal funds from Community Development Block Grant (CDBG), and HOME Investment Partnerships (HOME) programs.

Last year the City received \$733,763 in CDBG funds and \$413,934 in HOME funds to support housing, community and economic development activities. HUD typically announces the annual allocations every Spring and the City anticipates comparable annual awards for the period covered by this plan.

A required Public Hearing to solicit input on Burlington's housing and community development needs is scheduled at the City Council meeting on February 12th, 2024. The Public Hearing was duly advertised in Seven Days newspaper on January 24th, 2024. A second Public Hearing will be scheduled to solicit feedback on the draft Consolidated Plan prior to submission to HUD. CEDO staff have engaged in extensive consultations meeting with dozens of community members and stakeholders to gather input on the City's needs and priorities. Public comments on the Consolidated Plan will be accepted at the scheduled Public Hearings and via email at rlawrencegomez@burlingtonvt.gov until the plan is finalized in early May 2024. CEDO will seek approval of the final 2024-2028 Consolidated Plan at the City Council meeting on May 6th, 2024 in the form of a Resolution authorizing submission of the Consolidated Plan to HUD. The Plan is due to HUD by May 16th, 2024 to meet the federal deadline for the City.

of this notice. The claim must be presented to me at the address listed below with a copy sent to the Court. The claim may be barred forever if it is not presented within the four (4) month period.

Dated: January 8, 2024
Signature of Fiduciary: /s/ Stephanie Smith
McNamee

Executor/Administrator: Stephanie Smith
McNamee, c/o Drislane Law Office, PO Box 1080,
Williston, VT 05495
Phone number: 802-860-7266
Email: michelle@drislanelaw.com

Name of Publication: Seven Days
Publication Date: January 24, 2024

Name of Probate Court: State of Vermont -
Chittenden Probate Division
Address of Probate Court, 175 Main Street ,
Burlington, VT 05401

**ACT 250 NOTICE
MINOR APPLICATION 4C0887-1R-T
10 V.S.A. §§ 6001 – 6111**

Application 4C0887-1R-T from The Snyder FC Commercial Properties, LLC, and Rieley Properties, LLC, was received on December 15, 2023 and deemed complete on January 12, 2024. The project is generally described as construction of a multi-family commercial building with 38 dwelling units, and related site improvements. This is Building G, located on Lot C-3B, of the Finney Crossing Master Plan. The project is located at 668 Zephyr Road in Williston, Vermont. This application can be viewed online by visiting the Act 250 Database: (<https://anrweb.vt.gov/ANR/Act250/Details.aspx?Num=4C0887-1R-T>).

No hearing will be held, and a permit will be issued unless, on or before February 5, 2024, a party notifies the District 4 Commission in writing of an issue requiring a hearing, or the Commission sets the matter for a hearing on its own motion. Any person as defined in 10 V.S.A. § 6085(c)(1) may request a hearing. Any hearing request must be in writing, must state the criteria or sub-criteria at issue, why a hearing is required, and what additional evidence will be presented at the hearing. Any hearing request by an adjoining property owner or other person eligible for party status under 10 V.S.A. § 6085(c)(1)(E) must include a petition for party status under the Act 250 Rules. To request party status and a hearing, fill out the Party Status Petition Form on the Board's website: <https://nrb.vermont.gov/documents/party-statuspetition-form>, and email it to the District 4 Office at: NRB. Act250Essex@vermont.gov. Findings of Fact and Conclusions of Law may not be prepared unless the Commission holds a public hearing.

For more information contact Kaitlin Hayes at the address or telephone number below.
Dated this January 17, 2024.
By: /s/ Kaitlin Hayes
Kaitlin Hayes
District Coordinator
111 West Street
Essex Junction, VT 05452
(802) 622-4084
kaitlin.hayes@vermont.gov

**STATE OF VERMONT
SUPERIOR COURT FAMILY DIVISION
CHITTENDEN UNIT DOCKET NO. 22-JV-1210**

In Re: R.T.

NOTICE OF HEARING

TO: Ashley Thibault, mother of R.T., you are hereby notified that a hearing to terminate your parental rights to R.T. will be held on February 20, 2024 at 9:00 a.m. at the Vermont Superior Court, Chittenden Family Division, at 32 Cherry Street, Suite 200, Burlington, Vermont 05401. You are notified to appear in connection with this case. Failure to appear at this hearing may result in termination of your parental rights to R.T. The State is represented by the Attorney General's Office, HC 2 North, 280 State Drive, Waterbury, VT 05671-2080.
Electronically signed pursuant to V.R.E.F. 9(d)

Elizabeth F. Novotny
Superior Court Judge
Date 1/18/24

**TOWN OF WESTFORD DEVELOPMENT REVIEW
BOARD NOTICE OF PUBLIC HEARING**

Pursuant to 24 V.S.A. Chapter 117 and the Westford Land Use & Development Regulations, the Westford Development Review Board will hold a public hearing at the Westford Public Library (1717 Route 128) & via ZOOM on Monday, February 12th, 2024 at 7:00 PM to review the following application:

Site Plan Public Hearing –Collins Property.
Applicants: Brandon Collins and William Pebler (approx. 10.08 acres) located on Manley Road in the Rural 10 Zoning District. The applicant is requesting site plan approval to construct an accessory structure over 1,000 square feet.

Join Zoom Meeting <https://zoom.us/j/96142080666?pwd=dCtwTFZmamoxNy9oNmpPNTdsbUIBUT09OrDial+19292056099US> (New York)
Meeting ID: 961 4208 0666
Passcode: 1QgncE

For more information call the Town Offices at 878-4587 Monday–Thursday 8:30am–4:30pm & Friday 8:30a.m.-1:00 p.m.

Matt Wamsganz, Chairman
Dated January 18, 2024

**NOTICE
CITY OF BURLINGTON
FULL BOARD OF ABATEMENT OF TAXES**

The Full Board of Abatement of Taxes of the City of Burlington will meet in Contois Auditorium and via ZOOM: <https://zoom.us/j/97710199021> on Monday, January 29, 2024* to hear and act upon the request for abatement of taxes and/or penalties from:

Vermont House Condo Association
120 King Street
049-3-042-000

Vermont House Condo Association
131 Main Street C-2C
049-3-095-007

GoldenJunk LLC
310-320 North Winooski Avenue
040-2-140-000

New Northgate Housing LLC
275 Northgate Road
023-3-049-000

*The City Council Meeting usually begins at 7:00 p.m. The Full Board of Abatement of Taxes Meeting is part of this agenda, no set start time.

DATE CORRECTION:

The Town of Essex Notice of Public Hearing for the Proposed FY2025 Capital Budget and Five-Year Plan and the Notice of Public Hearing for the Proposed FY2025 Budget, both to be held at the Town Offices at 81 Main St., Essex Jct., VT, and both published in Seven Days on January 17th, 2024, list the incorrect year. Both public hearings will take place on January 29, 2024. For more information, visit www.essexvt.org or call (802) 878-1341.

**PUBLIC HEARING NOTICE - CITY OF BURLINGTON
HOUSING AND COMMUNITY NEEDS ASSESSMENT
FOR FIVE YEAR CONSOLIDATED PLAN**

The City of Burlington is developing its five-year Consolidated Plan for Housing and Community Development Programs that it will submit to the U.S. Department of Housing & Urban Development.

A Public Hearing soliciting feedback on the plan will be held in person and online via Zoom at the City Council meeting on Monday, February 12, 2024 at 7 PM. More information on how to access the meeting can be found online at burlingtonvt.portal.civicclerk.com or by contacting rlawrencegomez@burlingtonvt.gov. Comments will be heard on priorities for housing and community needs in the City of Burlington. Written comments can also be submitted directly to the Community & Economic Development Office by e-mail to rlawrencegomez@burlingtonvt.gov, or via hand delivery or mail to CEDO, 149 Church Street, Burlington, VT 05401.

For more information, or information on alternative access, contact Rebeka Lawrence-Gomez, Community & Economic Development Office, at (802) 734-8019.

YOU CAN
COUNT ON
US.
CAN WE
COUNT ON
YOU?

With your financial
support, we'll keep
delivering and making
sense of the news.

GIVE
TODAY!
SEVEN DAYS

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SUPER READERS:
sevendaysvt.com/super-readers

Need info? Contact Gillian English at 865-1020, ext. 115
or superreaders@sevendaysvt.com. Or send a note
(and a check) to: Seven Days c/o Super Readers,
PO Box 1164, Burlington, VT 05402

SEVEN DAYS

sevendaysvt.com

PO Box 1164
Burlington , VT 05402
802.341.3068

Invoice

Invoice # 235703
Invoice Date: 1/24/24
Terms: Prepay
Rep: MB
PO #

Bill to: Bill to ID: 31049

Accounts Payable
CEDO
149 Church St.
Burlington, VT 05401

Sold to: Account ID: 31049

Rebeka Lawrence-Gomez
CEDO
149 Church St.
Room 32 - City Hall
Burlington, VT 05401

Ad Insertions included in this Invoice

Date	Type	Ad Information	Price	Discount	Applied	Total
1/24/24	Ad	Legal Notices - Email Word Count: 9	\$83.72			\$83.72
		Public Hearing Notice CEDO		PO#:		

Please make check payable to
Seven Days
Thank you for your business!

Total Charges	\$83.72
Discount	
Payments Applied	
Total Balance Due on Receipt	\$83.72

Please return this portion with your payment

Invoice Date: 1/24/2024
Invoice # 235703
Account # 31049
Sold To: CEDO
Rep: MB

Amount Enclosed _____

Remit Payment to:
Seven Days
PO Box 1164
Burlington, VT 05402

Advertising	
Total Balance Due on Receipt	\$83.72

Board of Finance and City Council Submission ChecklistDepartment: CEDO Submitter: Rebeka Lawrence-GomezTitle/Subject: Public Hearing Memo for City Council 2/12 meeting

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	City Council	02/12/2024
☐	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	2/1/24	Brian Pine
Mayor's Office informed and approved memo	Yes	2/6/24	Jordan Redell
Board/Commission, if required	N/A	-	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	-	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes (memo)	2/2/24	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	2/6/24	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	-	
CIO, if an IT-related investment/purchase	N/A	-	

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Labeled "CEDO Public Hearing Memo for ConPlan 2024 - 2.12.24"
Contract Attached, if applicable?	N/A	
Additional Materials, if necessary	N/A	
Draft Resolution or Motion?	N/A	
If for submission to Council, are sponsors identified?	N/A	



Office of Mayor Miro Weinberger

To: City Councilors
From: Mayor Miro Weinberger
Date: February 8, 2024
Re: Appointment of Assistant City Attorney

I respectfully submit for your consideration and approval, David C. Englander, as the City's newest Assistant City Attorney. I am requesting City Council approval of this appointment at your February 12, 2024 meeting with the appointment to run for the remainder of this fiscal year. If confirmed, David will start later this month.

Background

For the past ten years, David has served as Senior Policy and Legal Advisor to the Commissioner of the Vermont Department of Health. As the General Counsel and legislative liaison, David has been entrusted with managing a large and complex legal case load. He has extensive experience implementing policy at the state level, as well as directing litigation and supervising the work of other attorney's within the Department.

Prior to his work at the Vermont Department of Health, David served as General Counsel to the Vermont Department of Fish and Wildlife. With over twenty years of legal practice in the State of Vermont, David has been committed to public service and has demonstrated legal expertise that will benefit the City of Burlington immensely.

I believe that David will bring valuable legal counsel to the City and will strongly compliment the current make-up of the Office of the City Attorney. His experience handling a wide variety of legal, regulatory, policy and litigation matters will make for a smooth transition into the role of Assistant City Attorney.

David received his J.D. from Northeastern University School of Law and a Bachelor of Arts from the University of Massachusetts, Amherst. He was admitted to the Vermont Bar in June of 2003.

Further details on David's career and experiences can be found in his attached resume.

Thank you for your consideration.

David C. Englander

EXPERIENCE

Senior Policy and Legal Advisor, Vermont Department of Health, Burlington, VT — 2013-December 2023

General Counsel and Legislative Liaison to the Commissioner of Health and senior staff on a wide variety of legal, regulatory, policy, litigation and legislative matters.

- Serves as the senior attorney on legal issues concerning the authority and obligations of the Department under state and federal law
- Presents legal analysis of complex and controversial public policy issues of national significance to audiences with varying levels of expertise including the Commissioner of Health, Secretary of the Agency of Human Services, the Office of Governor, and to Department staff
- Oversees the daily work of two policy advisors, two attorneys, and one paralegal who serve Department's legal staff
- Serves as legislative liaison to Vermont General Assembly and policy lead on matters related to the public health, including successful efforts in the areas of opioid prescribing, Substance Use Disorder treatment and recovery, testing for lead in schools and child care, the regulation of toxic chemicals in children's products, lampricide permitting
- Drafts and/or delivers testimony, drafts legislative initiatives, draft legislative reports, and trains and support Health Department staff
- Oversaw Health's legal response to the Covid-19 pandemic, including regulatory and legislative initiatives as well as matters related to the Department's role in testing, immunizations, and a host of novel questions raised by the nature of the emergency
- Provides answers to questions raised by changes in state and federal law in both oral settings and in writings; topics ranging from funding availability for health surveillance, emergency response to disease outbreaks, to the legalization of cannabis, and the decommissioning of a nuclear power plant
- Oversees and coordinates all aspects of rulemaking, including staffing, drafting, appearing before the joint legislative committee, and all other matters related to the Administrative Procedures Act
- Coordinates, drafts, and reviews all comments to state and federal agencies on proposed regulations and policies including environmental health (under the Clean Water Act), funding for health care, and Supplemental Nutrition Assistance Program
- Acts as hearing officer in administrative hearing related to appeal of administrative decisions
- Conduct trainings on public records law, legislative testimony, the legislative process, the regulation-making process
- Reviews and generates communications to the public concerning matters related to the public health including opioid prescribing, lead-safe homes, outbreaks, cannabis consumption, use of tobacco products

General Counsel, Vermont Department of Fish and Wildlife, Waterbury, VT — 2007-2012

Provided counsel to Department of Fish and Wildlife Commissioner and Secretary of the Agency of Natural Resources on legal and policy matters across the spectrum of land use, wildlife, energy generation dockets.

- Drafted Department-issued permits and internal policies; approved land acquisition and lease-hold agreements; drafted, reviewed and approved contracts concerning employment, services, and goods.
- Oversaw all aspects of drafting and promulgated Department regulations
- Served as counsel and parliamentarian to the Vermont Fish and Wildlife Board and the Vermont Endangered Species Committee.
- Trained law enforcement personnel concerning officer responsibilities under applicable law.
- Drafted legislation, coordinated with government agencies, non-governmental organizations, interested citizens, and legislators to pass the legislation.
- Served as the Department's Records Officer to ensure compliance with open records laws.

Litigation Attorney, Vermont Agency of Natural Resources, Waterbury, VT — 2003-2007

Represented the Agency before judicial, administrative, and regulatory bodies on a variety of environmental permitting matters.

- Lead counsel for the Agency before the Vermont Public Service Board dockets for generation and distribution projects.

- Lead counsel for Agency appeals of acts or decisions of the Secretary before the Environmental Court and the Water Resources Board.
- Coordinated Agency personnel in connection with litigation, prepared witnesses for trial, undertook cross-examination of expert witnesses, wrote pleadings, undertook oral arguments.

LEGISLATIVE WORK

Some examples of legislation to which I provided significant input:

- No. 85 (2013) An act relating to the regulation of flame retardants.
- Act No. 39 (2014) An act relating to patient choice and control at end of life.
- No. 75. (2014) An act relating to strengthening Vermont's response to opioid addiction and methamphetamine abuse.
- No. 188 (2014) An act relating to the regulation of toxic substances.
- No. 173 (2016) An act relating to combating opioid abuse in Vermont.
- No. 82 (2016) An act relating to enabling the Vermont Department of Health to reach an agreement with the Nuclear Regulatory Commission regarding authority over regulation and licensing of radioactive materials.
- No. 46 (2017) An act relating to vital records.
- No. 149 (2018) An act relating to lead poisoning prevention.
- No. 66. (2019) An act relating to testing and remediation of lead in the drinking water of schools and child care facilities.
- No. 15 (2021) An act relating to vital records, mausoleums and columbaria, and emergency health orders
- No. 88 (2022) Health; birth records; issuance of new birth certificate; change of sex

EDUCATION

Northeastern University School of Law, Boston, MA - *Juris Doctor*, 2002

University of Massachusetts, Amherst, MA — Bachelor of Arts, History, 1995

TEACHING EXPERIENCE

Zespol Szkol Zawodowych Nr. 2, Debica, Poland - 1997-1998

John Stark Regional High School, Weare, NH - 1995-1997

Salisbury Summer School of Reading and English, Salisbury, CT – Summers 1993-1996

ADMISSIONS, PRESENTATIONS, INTERESTS

Admitted to the Vermont Bar, June 2003

Presentations: Rulemaking in Vermont; The Legislature 101; How to Testify; Robert's Rules of Order; Vermont's Endangered Species Law; Law Enforcement Witness and Suspect Interviews; Use of Force.

Elected to Town of Huntington Planning Commission, 2004-2006

12/13/23

City of Burlington, VT

2021-2023 Dog Task Force

Executive Summary

The Dog Task Force was created in 2021 by a City Council resolution to address the growing number of dogs in Burlington and a perceived increase in conflicts. The Task Force included a broad representation of stakeholders. It met from 2022-2023 to carry out the tasks outlined in the resolution. This report includes details of the work of the Task Force, recommendations and rationale.



Key recommendations:

- 1) Modernize and update the city ordinances that relate to animals.
- 2) Improve the licensing process and dramatically increase the number of animals licensed in the city. Allocate a portion of the license revenues for programs and activities that support healthy and happy dogs and cats within the City.
- 3) Require cats to be licensed and prohibit at-large cats, with certain exceptions
- 4) Improve the reporting, compliance and enforcement of animal-related ordinances by creating the position of Animal Control Officer at the Police Department and adding professional experts to the Animal Control Committee.
- 5) Establish a policy for off-leash dogs that includes the management and creation of fenced and unfenced off-leash dog areas at a limited number of locations; and recommend BPRW conduct a pilot project to test unfenced off-leash areas for dogs.

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- 6) Create and expand an annual calendar of education outreach, activities and parks-based events to reduce issues and conflicts around domestic animals while celebrating the joy they bring to Burlington’s residents.

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Fig. 1. A map showing that dog registrations appear to be evenly spread across the city, indicating both that dogs are located all over the city and that the low licensing numbers are pervasive and not restricted to any specific areas.

Findings and Recommendations

Ordinance Updates

Recommendation: Modernize and update the city ordinances that relate to animals

The City of Burlington ordinances related to animals (Chapter 5 “Animals and Fowl”) have not been updated on a regular basis, in some cases for 26 years. As a result, many of the ordinances are outdated with regard to current terminology and regulatory practices. The Task Force ordinance subcommittee conducted a comprehensive review of the ordinances and compiled a list of recommendations.

The recommendations, as follow, fall primarily into four categories: updates to language, improvements to animal shelter policy, licenses and other recommendations to improve the welfare of dogs and cats, and measures to strengthen enforcement. Please note that in the course of the review of Chapter 5, the Task Force has made recommendations that fall outside the four corners of the Resolution, such as revisions to the regulation of exotic animals, and these recommendations, while not noted below, are included in Appendix C. The Task Force requests that the City consider these additional recommendations as well in order to ensure that the ordinances better reflect current societal views of animals.

Language:

- Retitle Chapter 5 “Animals”
- Retitle Article II “Dogs and Cats”
- Replace the term “pound” with “animal shelter” throughout
- Replace the term “owner” with “guardian” throughout
- Replace the term “pet” with “companion animal” throughout
- Replace the term “vicious” with “dangerous” throughout
- Replace “it” with “they” when used in reference to an animal throughout

Animal shelter:

- Provide an animal shelter for all species of companion animals in need
- Remove option for animal shelter to sell or give away unredeemed animals, and restrict options to offer for adoption or transfer to cooperating animal shelter

Dogs and cats:

- Require that dogs and cats wear identification
- Require that cats be licensed
- Increase license fees and review the fee structure at least every 5 years
- Dedicate license fees to education and other services pertinent to improved welfare of resident dogs and cats
- Prohibit at-large cats

Enforcement:

- Provide a dedicated, certified animal control officer with investigative resources
- Increase fine for violations of Chapter 5 and include restorative justice as a supplemental option for offenders
- Require impoundment of any animal suspected of being a stray
- Increase impoundment fee
- Require boarding fee to reflect actual expenses
- Increase fine for cruelty to animals
- Add a licensed veterinarian and a certified animal behavior professional to the animal control committee
- Allow any person to use reasonable force to remove an animal whose health or safety is at risk from a motor vehicle if designated officials are unavailable
- Prohibit any person from leaving the scene of an accident for which they have reason to believe that they have caused the injury or death of an animal

Appendix C includes a copy of Articles I, II, and III of Chapter 5 and Section 22-13 of Chapter 22 as well as a detailed discussion of the bases for the recommendations.

Licensing Programs and Policy Updates

Recommendation: Improve the licensing process and dramatically increase the number of animals licensed in the city. Allocate a portion of the license revenues for programs and activities that support healthy and happy dogs and cats within the City.

The Task Force found that Burlington was under licensing dogs compared to neighboring communities. Licensing is an important means of monitoring the overall health of the City's dogs with respect to rabies, and thus reducing transmission of this virus. Rabies, once symptoms appear, is fatal to humans and animals. In addition, treatment is expensive, painful and occurs over multiple visits. Further, licensing facilitates returning animals to their guardians quickly and efficiently, which reduces stress on the animals and saves City resources for other needs.

The Task Force performed a detailed review of licensing data and trends and found that licensing rates in Burlington are very low compared to neighboring cities with smaller populations. The 2022 rate of licensing in Burlington is estimated at 11%. The practices of the neighboring community of South Burlington, which has an estimated 35% licensing rate for dogs, were compared with Burlington's practices.

In the course of the Task Forces research, it was apparent that there are no dedicated funds for the development of parks resources for animals and their guardians. With some effort to improve licensing numbers, revenue increases for the city could be significant enough to fund additional programs and activities that support healthy and happy dogs and cats within the City. Examples of these programs are listed below.

The Task Force overwhelmingly recognized the importance of improving and expanding licensing within Burlington. The Task Force recommends that the City's licensing programs be strengthened and expanded as follows:

Improve licensing compliance

- Expand outreach and awareness to increase the number of animals licensed
- Educate the community about how the licensing funds are used, and the benefits of licensing (e.g. community health - rabies vaccination ensured)
 - This information should be provided when an animal is licensed
- Require cats to be licensed (see next recommendation)
- Expand the consequences for not licensing dogs and cats
 - Increase penalties (see Appendix C, Chapter 5 Article III)

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- Work with landlords and housing associations to encourage licensing requirements in lease/HOA agreements. Less funding for resident companion animal programs
 - Require at-large animals be licensed before they are returned to their guardian
 - Require animal control officers to verify licenses when responding to incidents and record that information in the incident report
 - Grant the police real-time access to licensing information to increase the ease of rabies verification in the event of a bite.

Use the resulting increase in licensing revenues to create a special fund

The fund would support:

- Annual licensing efforts
- Development of a streamlined process to share licensing data
- Improved incident reporting and data tracking and improved responsiveness from police
- Additional companion animal programs and education
- Low-cost spay/neuter services
- Additional park facilities for animals

Appendix D includes detailed research and discussion of the bases for these recommendations.

Cats: Licensing and Prohibition of At-Large Cats

Recommendation: Require cats to be licensed and prohibit at-large cats.

The Task Force recommends that the City of Burlington require cats be licensed for their own welfare and that of other animals, to aid in identification for animal control purposes, and to better ensure public safety.

Burlington would not be the first to do so, as both South Burlington and Shelburne require cats to be licensed. The many benefits of licensing are enumerated in Appendix C under the [discussion of Article II, sections 5-16 and 5-14](#), and include improving the health of cats

and reducing the number of cats who are lost with no way to identify the guardian. Increased revenues from licensing could also help support better responsiveness to cat-related incidents, as well as support affordable spay/neuter options for low-income residents.

The Task Force also recommends that the City prohibit at-large cats, that is cats that are off-premise and not restrained by their guardian. Free roaming cats are more likely to experience disease and both accidental and intentional injuries as well as fatalities, and thus have shorter life spans (this is reflected in City data where 50 percent of reports about cats pertained to cats who had been found deceased, and of those, 75% were found in roadways). Cats permitted to roam off-premises can easily become nuisances on both public and private property and are classified as such in some neighboring municipal ordinances. Further, free-roaming cats are well documented in the scientific literature as immensely destructive to wildlife, particularly birds.

- Implement ordinance recommendation regarding licensing cats and prohibiting at-large cats as per the Ordinance Update recommendation

For a more detailed discussion, see Appendix C, Article II, Discussion.

Reporting, Enforcement & Compliance

Recommendation: Improve the reporting, compliance and enforcement of animal-related ordinances by creating the position of Animal Control Officer at the Police Department and adding professional experts to the Animal Control Committee.

The Task Force reviewed reporting, compliance and enforcement of dog related ordinances.

This included reviewing reporting mechanisms, social media, Front Porch Forum, and police department data for incidents such as off-leash dogs, aggressive dogs, attacks by dogs, as well as responses by the Burlington Police Department (BPD). Data obtained from the BPD likely reflects only a small portion of the actual incidents that involve animals in the community. Because residents may be aware of the narrow scope of the Department's

work on these issues, as detailed below, it can be assumed that many residents do not bother to report animal incidents and thus there is no record created.

Currently the City's Community Service Officers (CSO) respond to dog and rabies vector related calls for service. Incidents that are called in are responded to and are documented in incident reports. Depending upon the follow-up required, incidents may be responded to over several shifts. CSOs have many other responsibilities besides responding to animal incidents. If there is a higher priority incident such as a car accident, their attention may be focused on those. Additionally CSOs' responsibilities are limited to responding to dog-related reports and to reports about rabies vectors. Therefore concerns about cats or other animal types besides dogs are referred to other organizations such as the Humane Society of Chittenden County or to a wildlife removal service.

The Task Force recognizes the work that the CSOs perform everyday, but strongly recommends that a part- to full time animal control officer be hired by the City.

An animal control officer (ACO) also responds to incidents, but in addition proactively enforces ordinances (such as leash laws) and oversees the overall health and safety of animals within the City. An ACO would have specific and ongoing training and certification in the handling and welfare of animals, be able to perform inspections on and monitor facilities that shelter animals, educate the public on how to care for animals, and investigate trends and repeat problems or animals, conduct in-depth investigations and overall be a point person and resource for the Burlington community.

To improve compliance and enforcement of ordinances, the Task Force recommends the following:

- Create a position at the Police Department of Animal Control Officer
- Ensure personnel that are involved in animal welfare & enforcement of the Animals Ordinances have proper training and access to updated licensing information
- Increase education to improve community awareness on how to report incidents effectively
- Expand online incident reporting categories to include animal issues and ensure issues are assigned to responsive entities within City operations

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- Recommend adding licensed veterinarian and certified animal behavior professional to animal control committee
 - Improve organization and categorization of data as it relates to incident reporting/tracking

See [Appendix I](#) for a summary of animal incidents reported to police and how they were typically addressed/resolved, per the report data available.

Off Leash Areas

Recommendation: Establish a policy for off-leash dogs that includes the management and creation of fenced and unfenced off-leash dog areas at a limited number of locations; and recommend BPRW conduct a pilot project to test unfenced off-leash areas for dogs.

Currently, it is against City ordinances to allow a dog off leash anywhere in the city, except in two fenced-in dog parks and one unfenced beach area. Areas in which dogs may be off-leash comprise a total of 3.5 out of the 520 acres of City Parks (less than 1% of all park land). Many Burlington dog guardians allow their dogs off leash indiscriminately on Burlington's trails and in parks and the City's enforcement of current leash laws is weak to non-existent. The committee researched potential locations, looked at programs in jurisdictions throughout the US for best practices and conducted a City-wide survey. There is a strong desire from dog guardians to have easy access to off-leash areas.

Our parks are a limited resource, and while more areas could be fenced in for dogs, this would exclude regular park goers from this valuable space.

The Off-Leash Areas recommendations, as follow, satisfy the need to create space in our urban environments where dogs may play freely and the desire not to fence off all of our parks for dogs, while providing a mechanism to better regulate and manage spaces where dogs are off-leash. By providing sufficient sanctioned off-leash spaces for dogs to play, explore, and run, the City may focus on the enforcement of regulations requiring dogs be on a leash otherwise within the City's system of parks and recreation paths, protecting all users and our urban wildlife.

The Task Force recommends increasing designated off-leash spaces while simultaneously increasing the enforcement of leash laws in the rest of the city. The goal is to ensure healthy and safe access to appropriate outdoor space for dogs across the City and to support enforcement of inappropriate spaces where dogs should not be off leash.

- Update the City ordinances with a new [Section 7 of Appendix D](#) which will add one fenced off-leash dog area to Oakledge, formalize the two existing off-leash fenced dog areas, and provide the parks department with regulations and the ability to enforce these regulations.
- Establish an [Off-Leash Dog Policy](#) with oversight by the Parks Commission
- Create a pilot program of off-leash dog areas, as drafted in the [Off-Leash Dog Policy](#) in Appendix F

The list of pilot areas in the [Off-Leash Dog Policy](#) came from a review of prior committee work (see Appendix K), current parks programming and usage, and survey results (Appendix I). Considerable thought was given to how to avoid clashes, including the following:

- Clear signage indicating designated off-leash areas & rules for using these spaces.
- A landing page on Burlington Parks Recreation Waterfront (BPRW) website showing where dogs can and can't go, and where they must be kept on-leash.

Education Campaign

Recommendation: Create and expand an annual calendar of education outreach, activities and parks-based events to reduce issues and conflicts around domestic animals while celebrating the joy they bring to Burlington's residents.

The Burlington Dog Task Force worked with the Parks & Recreation Department to support the education campaigns and events, including:

- ❖ Barking contribution to noise pollution, and solutions to unwanted barking, posted on 2/16/2023
- ❖ On leash in natural areas, posted on 5/18/22

- ❖ Scoop the Poop campaign, posted on 4/1/22
- ❖ Dog License education, posted 3/22/23
- ❖ Wag the Waterfront event

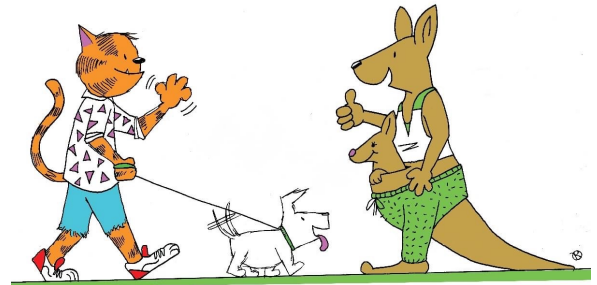
The Burlington Dog Task Force has created a draft calendar with suggested educational posts for social media and Front Porch Forum, as well as sample campaigns, as included in [Appendix H](#). Additional educational ideas included the following:

- ❖ “Having a dog in Burlington” literature handed out when a license is first issued
- ❖ More signage similar to what BPRW posted on the bike path during the summer of 2023 (see image on the right).
- ❖ Recommend that a web page on the city’s website is developed that goes over everything to do with dogs and cats: rules, how and why to license, off leash rules, off leash areas. Then this site can be referenced and linked to. (signs have QR codes leading to this page)
- ❖ How/when to report issues
- ❖ Impact of outdoor cats on wildlife
- ❖ Low cost spay/neuter options

The Task Force recommends the following educational steps be taken by the City:

- Follow an annual calendar of automatic social media posts/news releases (see appendix for content subjects)
- Hold annual programs in parks such as the recent “Wag the Waterfront”.
- Provide behavioral learning opportunities to animals and their companions

Be Friendly Keep Dogs on a Short Leash



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- Provide resources for new arrivals (either new residents of Burlington who have dogs, or current residents who get a new dog) on on and off leash areas, regulations, general “good neighbor” guidelines and wellness resources
 - Install signage on guidelines for behavior of dogs in designated off-leash areas
 - Distribute education/information/tips annually on the cards that accompany dog license tags
 - Develop a curriculum for the community justice center, should a restorative justice approach be adopted for resolving violations of dog policies & ordinances

Appendices

Appendix A: Council Resolution

On March 30, 2021 the New North End City Councilors (Barlow, Carpenter, and Dieng), South End City Councilor Shannon, and Parks, Recreation and Waterfront Director Wight hosted an informative and constructive meeting with city residents to better understand pet issues beyond complaints shared on social media. This led to a Burlington City Council resolution on June 28 to create a Burlington Dog Task Force to address these issues. Dog Task Force members were officially appointed on November 17, 2021 by the PAC and the first meeting of the Task Force convened on January 27, 2022. The original resolution is copied below.

The scope of work included a mix of actions for implementation and policy recommendations.

HRB/Resolutions 2021/BURLINGTON PARKS ARTS AND CULTURE COMMITTEE TO CREATE A DOG TASK FORCE 7/8/2021

CITY OF BURLINGTON

In the year Two Thousand Twenty-one

Resolved by the City Council of the City of Burlington, as follows:

BURLINGTON PARKS ARTS AND CULTURE COMMITTEE TO CREATE A DOG TASK FORCE

That WHEREAS, According to the City Charter, a dog is defined as the following: Dogs shall include both male and female of the canine species. Dog shall also mean any animal which is considered to be a wolf-hybrid as defined in 20 V.S.A. § 3541(6).

WHEREAS, Dogs are considered an integral part of our society, playing different roles and providing services in the daily lives of humans, such as for accessibility, companionship, exercise, security and more.

WHEREAS, Under the Americans with Disabilities Act (ADA), a service animal is a dog that has been individually trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

WHEREAS, According to the American Society for the Prevention of Animal Cruelty (ASPCA), dog adoptions are up 700% nationally during the pandemic.

WHEREAS, According to the City of Burlington Parks, Recreation and Waterfront website, "The State of Vermont has one of the highest rates of pet ownership around the nation, the City of Burlington has made possible for community members to share their experiences in many different locations in the greater Burlington Area."

WHEREAS, The City of Burlington issued 755 dog licenses and collected over \$23,000 in dog license revenue for the 2020 fiscal year.

WHEREAS, The City of Burlington via the Department of Parks, Recreation and Waterfront has made a substantial investment in the renovation of the Starr Farm Dog Park located in the New North End.

WHEREAS, Over the past few months, residents of the New North End alongside other residents of the city have shared via social media (Front Porch Forum, Facebook) a growing number of incidents involving dogs or dog owners. The incidents were reported by both dog owners, former dog owners or nondog owners.

WHEREAS, Most of those incidents are similar in nature; some are unique incidents that resulted in a decreased quality of life and have caused tensions between neighbors. Those incidents include but are not limited to the following:

- Off leash dogs in city parks, natural areas or beaches
- Dogs attacking people or other dogs
- Dog feces not being picked up
- Policies not being enforced
- Unlicensed dogs
- Dog barking contributing to noise pollution

WHEREAS, Several other issues involving other types of pets in the city were also shared by community members.

WHEREAS, On Tuesday, March 30th the New North End City Councilors, Barlow, Carpenter and Dieng, hosted an informative and constructive community meeting alongside South End District City Councilor Shannon and Parks, Recreation and Waterfront Director Wight in order to better understand the pet issue beyond the complaints shared on social media.

WHEREAS, The Community meeting was well attended and received by the community. The attendance ranged from people of the South End, Old North End and New North End. Most attendees were dog owners or former dog owners as well as non-dog owners, nature lovers, dog park volunteers and professionals working with pets.

WHEREAS, Residents who attended the community meeting brainstormed ideas and best practices related to these issues and are willing to formally help the city in an ongoing way.

WHEREAS, The Burlington City Council, via a resolution, respectfully tasked the Parks, Arts and Culture Committee to make a recommendation via a resolution by June 28th to the Council regarding the creation of a Burlington Dog Task Force to address the issues raised in this resolution and possibly other issues.

WHEREAS, The Parks, Arts and Culture Committee, in consultation with the Director of Parks, Recreation and Waterfront and the Starr Farm Dog Park Volunteer Coordinator, developed the following recommendations for a nine (9) member task force and their scope of work.

NOW THEREFORE BE IT RESOLVED, The nine-member Dog Task Force shall be composed of the following members:

- 1) Starr Farm Dog Park Volunteer Coordinator
- 2) Representative of a dog shelter, dog rescue group or other dog group to be appointed by PACC
- 3) Dog trainer to be appointed by PACC
- 4) Veterinarian or animal health professional to be appointed by PACC

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- 5) Burlington Police Department Community Resource Office representative to be designated by the Chief of Police
 - 6) Burlington Parks, Recreation and Waterfront representative (staff with land use or event planning expertise) to be designated by the BPRW director
 - 7) At large Burlington community member who is a non-dog owner to be appointed by PACC
 - 8) At large Burlington community member who is a dog owner to be appointed by PACC
 - 9) A representative of the Parks Commission to be appointed by the Parks Commission Chair

BE IT FURTHER RESOLVED, Parks Director will create an application for task force membership.

Applications will be received by the Clerk/Treasurer's Office until August 31, 2021. PACC appointed members shall be selected by the Parks, Arts and Culture Committee at their September meeting

BE IT FURTHER RESOLVED, The Parks, Art and Culture Committee recommends the following:

- A. That the Dog Task Force members elect a Chair as their first order of business in their first meeting; and the Director of Burlington Parks and Recreations and Waterfront to identify an administrative staff to the taskforce
- B. That the following be within the Dog Task Force's scope of work:
 - 1) Review current city programs and policies including other dog task force work.
 - 2) Conduct an Education Campaign:
 - a) Off leash dogs in city parks, natural areas or beaches
 - b) Dogs attacking people or other dogs
 - c) Dog feces not being picked up
 - d) Dog barking contributing to noise pollution
 - 3) Review licensing rules and make recommendations
 - a) Review licensing fees and make recommendations
 - b) Explore modernizing license fee applications

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- c) Consider the question of licensing of outdoor cats
 - 4) Review compliance and policy enforcement and make recommendations
 - 5) Plan Pet/Dog Events, Activities and Celebrations, i.e., National Pet Day or National Dog Day Celebration
 - 6) Review current funding allocated to our municipal dog/pet resources and make recommendations
 - 7) Provide quarterly updates to the Parks, Arts, and Culture Committee
 - 8) Generate a final report to be presented to the City Council by April 29, 2022

Appendix B: Committee Members & Staff Participants

The full Task Force met monthly, with subcommittees and working groups collaborating in additional meetings as-needed.

Table 1. Appointed Members and City Staff

Appointed Members	City Staff
Jake Schumann, Chair through 10/24/2022 (Position 1)	Cindi Wight, BPRW Director
Lori Kettler (Position 2)	Meghan O'Daniel, BPRW Staff
Maria Karunungan, Chair 10/24/2022 forward (Position 3)	
Nina Hurley (Position 4)	
Dominic Tenan (Position 5, Reassigned) Yusuf Abdi (Position 5, Reassigned) Thomas Young (Position 5)	
Alec Kaeding (Position 6)	
Ilona Blanchard (Position 7)	
Ute Montensen (Resigned, Position 8) Joanne Kalisz (Replaced, Position 8)	
Abbey Duke (Position 9)	

Appendix C: Proposed Amendments to City Ordinances

Proposed Amendments to Article I of Chapter 5

The Task Force's recommended amendments are inserted and underlined, and text that would be eliminated is indicated by strikethroughs.

ARTICLE I. IN GENERAL

5-1 ~~Pound established~~ Animal shelter provided.

There shall be ~~established~~ provided by the city council ~~a pound an animal shelter for the impounding of all beasts~~ all domestic and exotic animals in need ~~liable to be impounded.~~

(Ord. of 6-23-97)

5-2 Appointment of ~~poundkeepers; compensation~~ animal shelter personnel.

It shall be the duty of the mayor to appoint such ~~poundkeepers~~ persons as may be required to ~~take care of and keep such pound as may be~~ manage and maintain the animal shelter that is established pursuant to section 5-1. Their compensation shall be the same as provided by the laws of this state for ~~poundkeepers in towns.~~

(Ord. of 6-23-97)

Cross reference—Duties of officers of the city, § [2-4](#).

5-2a Appointment of animal control officer

It shall be the duty of the mayor to appoint an enforcement officer(s), in accordance with section 122 of the city charter, who shall be a member of the Burlington Police Department. Such enforcement officer(s) shall be a certified animal control officer.

5-3 Animal bites.

It shall be the duty of every person bitten, or his or her parent or guardian, and the attending physicians to report to the ~~city health officer~~ animal control officer, who shall report to the city health officer, within twenty-four (24) hours the name, address and telephone number of the ~~owner~~ guardian or keeper of the animal ~~which~~ who bit the person and the complete circumstances, to the extent known.

5-4 Nuisance animals.

(a) No ~~owner guardian~~, keeper or other person having control shall permit an animal to be a nuisance animal. For the purposes of this section, nuisance animal means any animal or animals ~~which~~ who:

- (1) ~~Molests Attacks~~ or harasses passersby or passing vehicles, or otherwise creates a public safety hazard;
- (2) Attacks other animals, including but not limited to wildlife;
- (3) Damages property other than that of their ~~its owner guardian~~;
- (4) Defecates off the premises of the animal's ~~owner guardian~~, and the ~~owner guardian~~, or other individual in control of the animal, fails to remove such deposit immediately;
- (5) Roams off the premises of the guardian while not under control of the guardian, or the guardian's agent, by leash or other similar means of physical restraint at all times; or
- (5 ~~6~~) Barks, whines, howls, cries, or makes a noise commonly made by such animals in an excessive and continuous fashion so as to disturb the peace and quiet of any other person.

(b) Any dog or cat found to be a nuisance animal by an animal control officer shall be impounded if the guardian, or the guardian's agent, is not present and cannot be located immediately.

(Ord. of 6-23-97; Ord. of 10-23-06, eff. 11-22-06)

5-5 Exotic animals.

~~(a) Purpose and findings: The purpose of this section is to enhance the public safety of persons who are present on the district known as the Church Street Marketplace (the Marketplace) and in the city's parks by regulating the presence of "exotic" animals on the Marketplace and in the city's parks. The council finds that such pets can pose a threat to the public health, safety, and welfare if present on the Marketplace and in city parks. Such pets are unlicensed and are not typically leashed, as is required of domestic dogs.~~

~~(b) Definitions: "Exotic pet" means all animals except domestic dogs, domestic cats and the European ferret (*Mustela putorius furo*).~~

~~(c) General prohibition: No person shall have an exotic pet or permit their exotic pet to be on or about the Marketplace or within a city park unless expressly approved by the Marketplace Director or Parks Department respectively or exempted under the terms of this section.~~

(d) ~~*Exemptions:* A person may have or permit an exotic pet to be on or about the Marketplace or within a city park when done to transport the pet directly from a pet store in the vicinity of the Marketplace or city park after purchase of such pet or to return such pet to said pet store. The person must retain a receipt for the purchase of such pet and shall display the receipt upon demand from any animal control officer, law enforcement officer, or other person duly authorized to enforce animal control ordinances.~~

(a) *Purpose and findings:* The city recognizes that the keeping of exotic animals raises animal welfare concerns and public health and safety concerns not commonly associated with domesticated animals. This section is intended to prevent mistreatment of exotic animals, reduce the risk of harm to the public from contact with exotic animals as well as accidents and other incidents involving such animals, and reduce the public health risk associated with diseases and pathogens carried by such animals.

(b) *Definitions:* "Exotic animal" means all animals except domestic dogs, domestic cats, domestic mice, domestic rats, domestic rabbits, gerbils, hamsters, guinea pigs, the European ferret, and livestock as defined by Title 6, section 791 of the Vermont Statutes.

(c) *Prohibition:* The offer for sale, sale, purchase, possession, or public display of any exotic animal within the corporate limits of the city is prohibited.

(d) *Exemptions:* Any exotic animal possessed on the date of the enactment of this ordinance is exempted from the prohibition on possession set forth in subsection (c) upon registration of the animal with the Board of Health. The exemption applies only to the individual animal so registered, and does not apply to any animal of the same species subsequently acquired. The prohibition set forth in subsection (c) shall not apply to registered 501(c)(3) organizations whose primary purpose is education, animal rescue, or animal rehabilitation.

(Ord. of 10-27-03, eff. 12-3-03)

~~5-6 Use of non-domesticated animals for public display prohibited.~~

(a) ~~*Purpose.* This section is intended to assist in the prevention of the mistreatment of non-domesticated animals used in any public display, to reduce risk of harm to the public from accidents and incidents involving such animals, and to reduce the public health risk associated with diseases and pathogens carried by such animals.~~

(b) ~~*Definitions:*~~

(1) ~~*Non-domesticated animals* are defined as *Felidae* (all wild cats and hybrids thereof), *Ursidae* (all bears), *Proboscideae* (all elephants), and Non-human Primates and *Prosimians*.~~

(2) ~~*Public display* shall mean the exhibition, presentation or showing of live non-domesticated animals to the general public regardless of whether for profit, on a not for profit basis or without charge.~~

~~(c) — *Prohibition.* The public display of live non-domesticated animals within the corporate limits of the city is prohibited.~~

(Ord. of 9-7-04; eff. 10-13-04)

5-7 6—5-12 Reserved.

Discussion

Section 5-1

The current language of section 5-1 requires the city to provide an animal shelter that accepts “all beasts liable to be impounded.” It is the Task Force’s understanding that the city has previously contracted only for the impoundment of dogs in need. The Task Force recommends that the city provide a shelter for all domesticated and exotic animal residents in need.

Section 5-2a

Section 5-2a is a new section that requires the appointment of a dedicated, certified animal control officer, or officers, within the Burlington Police Department (“BPD”).

Currently, limited animal control functions are performed by the community service officers at the BPD. Community service officers are not required to have experience or training specific to animal control functions, such as animal handling, care, and welfare.¹ The Task Force recommends that the city retain an officer, or officers, whose sole duty is to respond to animal-related issues and to expand the program so that the city’s animals and citizens are better served in this regard. To achieve that goal, the Task Force recommends that animal control officers obtain certification in animal control and be required to participate in continuing education courses, through a national professional training program.

¹ See City of Burlington, Community Service Officer Job Description, <https://www.governmentjobs.com/careers/burlingtonvt/jobs/3045625/community-service-officer..>

The National Animal Care and Control Association (“NACA”) recognizes the difficulty in determining the optimum number of animal control officers for any particular locality.² The calculation is affected by a number of factors such as the number of calls for service, officer safety, citizen safety, types of services provided, population density and diversity, and coverage area.³

Assessment of the number of officers required to address the animal control needs in Burlington is further complicated by the fact that calls for service may not accurately reflect the need for an animal control officer. For example, residents may be aware that the BPD does not respond to calls regarding free-roaming cats and, as a result, they do not place such calls for service.

Studies and other evidence suggest that most cities with a population similar to that of Burlington (approximately 44,000 residents) employ or contract with at least one animal control officer.⁴

In Vermont, an online search reveals that many smaller and less diverse municipalities have at least one animal control officer who may be part- or full-time, employed, contracted, or in a few instances a volunteer. A partial list includes Barre, Bolton, Brattleboro, Castleton, East Montpelier (2 officers), Fairfax, Guilford, Hartland, Highgate, Hyde Park (2 officers), Newfane, Putney, Randolph, Readsboro, Rockingham, Sharon, Shelburne, Shaftsbury, Waterbury, and Windham.

Section 5-4

Section 5-4 expands the definition of “nuisance animals” to include free-roaming animals. It also authorizes law enforcement to impound a “nuisance animal” if the animal’s guardian, or the guardian’s agent, is not present or readily located, and it requires impoundment of free-roaming animals under such conditions.

²National Animal Care and Control Association, “Determining Field Staffing Needs,” <https://www.nacanet.org/determining-field-staffing-needs/>.

³ *Id.*

⁴ For example, a study conducted by NACA found the average ratio of field animal control officers to citizens was one officer for every 16,000 to 18,000 persons. https://www.sheltertrak.com/downloads/kern/kcac_audit/4.pdf. Private online discussion groups for animal control officers across the country suggest similar statistics. Printouts on file with the author.

Section 5-5

Section 5-5 replaces the ban on exotic animals on Church Street Marketplace and in city parks with a city-wide ban on the offer for sale, sale, purchase, possession, or public display of exotic animals, with a grandfather clause for animals currently possessed, and exceptions for certain 501(c)(3) organizations.

The Task Force recognizes that the proposed amendment falls outside the scope of its mandate but wishes to take this opportunity to point out that societal views on the keeping of exotic animals have changed markedly in the last decade as we have learned more about these animals. It is now well accepted that the complex needs of exotic animals cannot be met in captivity, even by the most well-meaning guardians,⁵ and that the exotic animal trade itself is a source of much suffering.⁶

The environmental impact of the exotic pet trade can be severe as well, often having a devastating effect on wild populations of the species traded. For example, it is estimated that every year 21% of the wild population of African Grey parrots, a popular “pet” and an endangered species, are poached.⁷

Exotic pets released into the wild when their novelty wears off, or when they become too expensive or too difficult to handle, can wreak havoc on native flora and fauna. Perhaps the most well-known examples of this problem are the Burmese pythons and green iguanas in Florida.⁸ Vermont is not immune to invasive species, and it is projected that as the climate continues to warm some invasive species, such as red-eared slider turtles commonly sold in local pet stores, will survive and establish breeding populations in the state.⁹

⁵Exotic animals, even those bred in captivity, still possess innate social and physical needs, and require mental stimulation that cannot be provided in private homes. See, Progressive Animal Welfare Society, “Exotic Pets,” <https://www.paws.org/resources/exotic-animals/>.

⁶ E.g., World Animal Protection, “7 Reasons Why You Shouldn’t Keep Wild Animals as Exotic Pets,” <https://www.worldanimalprotection.ca/news/7-reasons-why-you-shouldnt-keep-wildlife-pets>; Born Free U.S., “The Dangers of Keeping Exotic Pets,” <https://www.bornfreeusa.org/campaigns/animals-in-captivity/the-dangers-of-keeping-exotic-pets/>.

⁷ *Id.*, World Animal Protection.

⁸ Florida Fish and Wildlife Commission, “Burmese Python,” <https://myfwc.com/wildlifehabitats/profiles/reptiles/snakes/burmese-python/>; Florida Fish and Wildlife Commission, “Green Iguana,” <https://myfwc.com/wildlifehabitats/profiles/reptiles/green-iguana/>.

⁹ Vermont Reptile & Amphibian Atlas, “Pond Slider,” <https://www.vtherpatlas.org/herp-species-in-vermont/trachemys-scripta/>.

Aside from the animal welfare and environmental concerns, many species of exotic animals carry zoonotic diseases, and there are frequent reports of injuries and deaths from exotic animals kept as “pets,” who can retain their wild instincts even after decades of captive breeding.¹⁰

All states prohibit or restrict the possession of certain exotic animals, and the latter often involves a permit, license, or registration requirement.¹¹ Vermont allows unrestricted possession of many exotic animals, such as certain species of pythons and boas, but requires a permit to possess other species, such as anacondas and black widow spiders.¹²

As the private “ownership” of exotic animals has increased, a growing number of counties and municipalities across the nation have enacted ordinances to prohibit or further restrict the presence of exotic animals in their communities, for the safety of residents and the welfare of the animals.¹³ For example, Rainsville Alabama’s Responsible Pet Ownership Ordinance prohibits the keeping of any non-domesticated, wild animal.¹⁴ Richmond Virginia has a comprehensive ban on the ownership, breeding, purchase, sale, offer for purchase or sale, keeping or maintenance of all exotic or wild warm-blood animals, venomous reptiles and amphibians, and members of the crocodilian family, with exceptions for a limited number of identified species who are in captivity and have never seen the wild, or who have been domestically bred or legally imported.¹⁵

⁹ *E.g.*, Bruno B. Chomel, Albino Belotto, and François-Xavier Meslin, “Wildlife, Exotic Pets, and Emerging Zoonoses,” *Emerg Infect Dis*, v.13(1); 2007 Jan., available at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC2725831/>, last accessed Sept. 23, 2023.

¹⁰ *E.g.*, People for the Ethical Treatment of Animals, “Reptile Incidents,” <https://www.peta.org/wp-content/uploads/2022/06/reptile-incidents-factsheet.pdf>.

¹¹ Findlaw, “Exotic Animal Laws by State,” <https://www.findlaw.com/injury/torts-and-personal-injuries/exotic-animal-laws-by-state.html>.

¹² Vermont Fish and Wildlife Department, “Unrestricted Wild Animal List” and “Restricted Wild Animal List,” https://vtfishandwildlife.com/sites/fishandwildlife/files/documents/Learn%20More/Living%20with%20Wildlife/Importation/Unrestricted_Wild_Animal_List.pdf.

¹³ See Humane Society of the United States, “Where the Wild Things Shouldn’t Be,” <https://humanepro.org/magazine/articles/where-wild-things-shouldnt-be>.

¹⁴ City Of Rainsville, Alabama, “Non-Domesticated, Wild Animals,” Ord. No. 5-23-13-A, sec. 10, <http://www.rainsvillealabama.com/ordinances/Ordinance-5-23-13-A-amendment.pdf>.

¹⁵ City of Richmond, Virginia, Ord. No. 2023-130 - Amended 20230626, https://library.municode.com/va/richmond/ordinances/code_of_ordinances?nodeId=1228386.

The Task Force recommends that the city consider the proposed revisions to section 5-5 for the reasons stated herein.

Section 5-6

Section 5-5, if adopted, makes the prohibition on public display of certain non-domesticated animals in section 5-6 duplicative and thus unnecessary.

Proposed Amendments to Article II of Chapter 5

The Task Force's recommended amendments are inserted and underlined, and text that would be eliminated is indicated by strikethroughs.

ARTICLE II. DOGS AND CATS¹

5-13 Definitions.

The following definitions shall apply to this article:

"At-large" shall mean not under the control of the ~~owner~~ guardian, a member of the guardian's immediate family, or the guardian's agent or another individual either by leash, ~~cord, chain~~ or other similar means of physical restraint.

"Dog" shall include both male and female of the canine species. Dog shall also mean any animal ~~which~~ who is considered to be a wolf-hybrid as defined in 20 V.S.A. § 3541(6).

"Cat" shall include both male and female of the feline species.

"Enforcement official" when used herein shall mean any animal control officer, police officer, ~~poundkeeper~~ shelter manager, urban park ranger or other individual specifically designated by the city council to enforce the provisions of this chapter.

~~"Owner~~ Guardian" shall include any person or persons, firm, association or corporation owning, keeping or harboring a dog or cat.

~~"Vicious Dangerous dog"~~ shall mean a dog ~~which that~~ attacks or bites a person or other ~~domestic pet~~ companion animal while the dog is off the premises of the ~~owner~~ guardian or keeper, and the person or ~~pet~~ companion animal attacked or bitten requires medical attention. ~~Vicious Dangerous dog~~ complaints shall be investigated pursuant to section 5-27(b).

(Ord. of 6-23-97; Ord. of 4-17-00; Ord. of 4-17-23(1))

5-14 Identification required.

Identification that includes the name and contact information for the guardian of the dog or cat shall be securely attached to a collar or harness and worn at all times.

5-14 15 At-large prohibited.

(a) *Prohibition.* Except as exempted below, no person shall permit a dog or cat for whom they are the guardian ~~him or her~~ or who is ~~under his or her~~ their control to be at-large as defined in section 5-13 or to trespass upon the property of another, public or private.

(b) *Public Safety.* Should an at-large dog or cat be deemed to pose an imminent public safety risk, said animal may be killed by the Police Department or their designee. Such an act shall occur where other reasonable means to control the animal have been unsuccessful or deemed not practicable under the circumstances.

(c) *Exemptions.* A dog or cat ~~may be~~ is not at-large if ~~it is~~ they are:

- (1) On the premises of the dog's or cat's ~~owner~~ guardian;
- (2) On the premises of the person under whose control the dog or cat is under; or
- (3) On the premises of another person as long as that person has given permission for the dog or cat to be at-large;
- (4) A dog is not at-large if they are in a designated off-leash dog area managed and regulated by the board of parks and recreation commissioners.

(Ord. of 6-23-97; Ord. of 4-17-00; Ord. of 9-10-12(1))

5-1516 License and rabies vaccination required.

(a) *Licensing.* Every ~~owner or keeper~~ guardian of a dog or cat more than six (6) months old who has resided in the city for more than 90 days, shall be required to ~~annually~~ register and license the animal, in the manner prescribed by the city, with the city clerk's office and to do so annually provided that no guardian shall be required to register a dog or cat more than once in any calendar year. The license shall expire on the first day of April next after its issuance. Upon issuance of such license and payment of the license fee as required in section [5-17](#) of this chapter, each ~~dog owner~~ guardian shall receive a ~~dog~~ license tag.

(b) *Rabies vaccination.* Proof of a current rabies vaccination, as required by state law, shall be required for the licensing of any animal.

(c) *Fixture of tag.* The ~~dog~~ license tag issued to any person as provided herein shall be securely attached to a collar or harness on such licensed dog or cat and worn at all times.

(Ord. of 6-23-97; Ord. of 8-14-00; Ord. of 6-4-07, eff. 7-4-07)

State law reference—Control of rabies [20](#) V.S.A. § [3801](#) et seq.; immunization required, [20](#) V.S.A. § 4003.

5-1617 License fees.

(a) In addition to the license fee and any penalty fee required by state law, the municipal fee for each license required by this article shall be ~~twenty dollars (\$20.00) for each neutered/spayed dog and forty dollars (\$40.00) for each non-neutered/non-spayed dog~~ recommended by the city clerk's office and approved by the city council, provided that the fee for an intact dog or cat shall be greater than that for a neutered or spayed dog or cat. The fees established under this section shall be reviewed not less than every five years.

(b) The municipal fees collected under this section shall be used for education and other services pertinent to the improved welfare of dogs and cats who reside in the city.

~~(b)~~ (c) The ~~owner or keeper~~ guardian of a neutered/spayed dog that serves as the person's service animal under the Americans with Disabilities Act may request waiver of the municipal license fee (but not the state fee) by providing to the city clerk's office adequate responses to the following questions in writing:

- Is the dog a service animal required because of a disability?
- What work or task has the dog been trained to perform?

(Ord. of 6-23-97; Ord. of 6-25-01; Ord. of 6-4-07, eff. 7-4-07; Ord. of 2-16-21)

State law reference—Similar provisions, 20 V.S.A. § 3581.

5-1718 Removal of dog waste required.

The ~~owner, keeper~~ guardian or person in control of any dog or cat shall be responsible for the removal of any defecation deposited by such dog or cat on any public or private property.

(Ord. of 6-23-97)

5-1819—5-23 Reserved.

Discussion

The title of Article II is revised to reflect the recommended addition of cats to specified sections of the Article.

Section 5-13

Section 5-13 adds a definition of “cat” and updates the definition of “guardian” accordingly.

Section 5-14

Section 5-14 is a new section that requires dogs and cats to wear identification that includes the name and contact information for the guardian. This requirement serves to protect companion animals, and benefits animal control efforts and public safety as well.

Rhode Island summarizes the benefits of such an ordinance in the preamble to a state law that requires identification for cats.¹⁶ Specifically, the Rhode Island legislature determined that:

- (1) Cat identification would provide cats protection under the law, equal to that afforded dogs, by establishing ownership which, in turn, would encourage cat owners to take full responsibility for their pets' welfare.
- (2) [Already required in Vermont] Cat identification would protect cats, as dogs are now protected, by establishing minimum holding periods for cats released to and/or impounded by municipal animal control facilities and private animal shelters.
- (3) A program to require cat identification should facilitate the return of lost, owned cats.
- (4) Cat identification would provide a method to help distinguish between owned and unowned cat populations thus assisting animal control officers and animal shelters in carrying out their mission.
- (5) Cat identification would advance the reduction of the untold suffering of cats at-large in our state by helping to insure the quick return of injured and sick animals to their owners.
- (6) Passage of this bill would reduce the number of unowned cats and increase education to owners as to the need for sterilization of cats, thereby reducing unwanted litters, eliminating cat over-population problems, and reducing the costs to cities and towns for euthanizing at-large or unowned cats.
- (7) Cat identification would help support public health and safety in the control of rabies.¹⁷

These same public purposes are advanced when dogs are required to wear identification.

Section 5-15

Section 5-15 as currently written prohibits at-large dogs. The proposed amendment includes cats in this prohibition. The Task Force recognizes that this recommendation falls outside the scope of its mandate but considers the amendment necessary for the welfare of cats, the protection of wildlife, and public safety. The American Veterinary Medical Association ("AVMA") provides a Model Dog and Cat Control Ordinance that requires all dogs and cats "be kept under restraint" for these very reasons.¹⁸ A number of municipalities

¹⁶ R.I. Gen. Laws § 4-22-1.

¹⁷ *Id.*

¹⁸ American Veterinary Medical Association, "Model Dog and Cat Control Ordinance," sec. V(a), <https://www.avma.org/sites/default/files/resources/Model-Dog-Cat-Control-Ord-Policy.pdf>; American Veterinary Medical Association, "Free-roaming, owned cats," <https://www.avma.org/resources-tools/avma-policies/free-roaming-owned-cats>.

in Vermont, for example South Burlington, Shelburne, and Stowe, have followed the AVMA's lead and prohibit at-large cats and/or include at-large cats in the definition of "nuisance animal," and impose fines and/or permit their impoundment.¹⁹

The Welfare of Cats: As the AVMA and other authorities recognize, free-roaming cats are likely to have a reduced life span and may be exposed to injury, suffering, and death from vehicles, attacks from other animals, disease, cruel acts by humans, poisons, traps, and weather extremes.²⁰ Burlington's resident cats have not escaped these harms.²¹

The Protection of Wildlife: The American Bird Conservancy succinctly summarizes the detrimental and deadly impact of free-roaming cats on native species of wildlife:

Outdoor domestic cats are a recognized threat to global biodiversity. Cats have contributed to the extinction of 63 species of birds, mammals, and reptiles in the wild and continue to adversely impact a wide variety of other species, including those at risk of extinction, such as Piping Plover ...The ecological dangers are so critical that the International Union for Conservation of Nature (IUCN) lists domestic cats as one of the world's worst non-native invasive species.²²

In the United States, it is estimated that outdoor cats kill approximately 2.4 billion birds every year, earning the distinction of the number-one direct, human-caused threat to birds.²³ Between 6.9 to 20.7 billion small mammals are killed by cats each year, and researchers

¹⁹ South Burlington, Vermont, "Care & Control of Dogs & Cats Ordinance," Town Ordinance, Vol. 1, pg. 159-165, sec. 3, https://cms6.revize.com/revize/southburlington/document_center/city%20regulations/Care_and_Control_of_Dogs_and_Cats_Ordinance.pdf; Town of Shelburne, "An Ordinance for the Care and Control of Animals," Town Ordinance, Vol. 1, pg. 3-32, sec. 2(g) and sec. 4(a), <https://www.shelburnevt.org/DocumentCenter/View/103/Animal-Control-Ordinance>; Town of Stowe, Vermont, "Animal Control Ordinance," Municipal Code, Chapter 2, Article III, https://www.townofstowevt.org/vertical/Sites/%7B97FA91EA-60A3-4AC6-8466-F386C5AE9012%7D/uploads/Animal_Control_Ordinance_Final_2015_SIGNED.pdf.

²⁰ E.g. AVMA, "Free-roaming, owned cats," *supra*, n. 1.

²¹ E.g., New England Cable News, "Boy Cited After Allegedly Hanging Cat From Tree in Burlington, Vermont," Nov. 17, 2016, <https://www.necn.com/news/local/vermont/boy-cited-after-allegedly-hanging-cat-from-tree-in-burlington-vermont/41056/>; Burlington Vermont Police Department Incident Reports document an instance in which a cat was injured in a leghold trap and left to stagger off and suffer after their release.

²² American Bird Conservancy, "Indoor Cats," <https://abcbirds.org/program/cats-indoors/cats-and-birds/> (also providing links to scientific literature on the issue); see also, Wildlife Center of Virginia, "Untamed - The Case for Indoor Cats," <https://vermont.pbslearningmedia.org/resource/case-for-indoor-cats-video/untamed-the-wildlife-center-of-virginia/> (also addressing the welfare of cats, zoonotic diseases, and ways to transition free-roaming cats to the indoors).

²³ *Id.*, American Bird Conservancy.

believe that between 258 to 822 million reptiles and 95 to 299 million amphibians may suffer the same fate.²⁴

Burlington is an environmentally conscious community, and the Task Force suggests that a prohibition on free-roaming cats is simply good environmental stewardship.

Public Safety: The scientific literature documents that free-roaming cats pose a significant threat to public health because they can carry and transmit a number of zoonotic viruses, bacteria, and parasites, such as rabies and toxoplasmosis.²⁵ Notably, according to Peter Marra, a professor of biology and the environment at Georgetown University, “[d]ogs used to be the primary way humans picked up rabies from domestic animals ... [b]ut we started licensing dogs and requiring leash laws and rabies vaccines. Now, dogs are not the problem at all—it’s primarily cats.”²⁶

The Task Force recommends that the city prohibit free-roaming cats for the reasons stated herein.

Section 5-16

Section 5-16 extends the requirement for a license to cats. Such requirements have been shown to improve the welfare of cats, increase public safety, and enhance the quality of life in their communities, much like the identification requirements discussed above.

Municipalities across the country have implemented cat-licensing requirements, including jurisdictions in Vermont such as South Burlington and Shelburne.²⁷

The Task Force recommends that the city require licenses for cats for the reasons stated herein.

Section 5-17

²⁴ Smithsonian Magazine, “Feral Cats Kill Billions of Small Critters Each Year,” Jan. 29, 2013, <https://www.smithsonianmag.com/science-nature/feral-cats-kill-billions-of-small-critters-each-year-7814590/#:~:text=Based%20upon%20data%20taken%20from,needed%20to%20verify%20those%20extrapolations>

²⁵ E.g., R. W. Gerhold and D. A. Jessup, “Zoonotic Diseases Associated with Free-Roaming Cats,” *Zoonosis and Public Health*, 2012, <https://abcbirds.org/wp-content/uploads/2015/07/Gerhold-and-Jessup-2012-Zoonotic-diseases-and-free-roaming-cats.pdf>.

²⁶ Kristine Liao, “Outdoor cats are deadly—and not just for birds and squirrels,” *Popular Science*, May 31, 2022, <https://www.popsci.com/environment/outdoor-cats-spread-diseases/>.

²⁷ South Burlington Town Ordinance, *supra* n. 4, sec. 4(A); Town of Shelburne Ordinance, *supra* n. 4, sec. 12(a).

Section 5-17 requires fees for dog and cat licenses to be reviewed no less frequently than every five years, and for the revenue to be used for education and other services pertinent to the improved welfare of dogs and cats who reside in the city. Anecdotal evidence suggests that more residents will comply with the licensing requirement if the fees are used to provide companion animal-related services.

Adequate low-cost spay/neuter options

There is consensus among those knowledgeable about companion animal overpopulation that communities must take the important step to provide adequate safe, affordable, voluntary spay/neuter programs that are readily accessible to the community, and that focus on education and incentives to encourage participation by those sectors of the community most in need of the service.²⁸

The Humane Society of Chittenden County's (HSCC) Community Pet Clinic provides a low-cost spay and neuter service and administers a fund to assist residents who cannot afford the service.²⁹ Task Force member Nina Hurley, who serves on the HSCC's Board of Directors, advises that the clinic is at capacity. The Task Force recommends that the City consult with the HSCC to assess whether the City should provide support to the clinic and/or establish an additional, independent spay/neuter program.

²⁸ See, e.g., American Society for the Prevention of Cruelty to Animals, "Position Statement on Mandatory Spay/Neuter Laws," <https://www.asPCA.org/about-us/asPCA-policy-and-position-statements/position-statement-mandatory-spayneuter-laws#:~:text=ASPCA%20Position,means%20to%20reduce%20shelter%20intake>.

²⁹ Humane Society of Chittenden County, "Spay-Neuter at the Community Pet Clinic," <https://www.hscvt.org/SNClinic>.

Proposed Amendments to Article III of Chapter 5

The Task Force's recommended amendments are inserted and underlined, and text that would be eliminated is indicated by strikethroughs.

ARTICLE III. ENFORCEMENT AND IMPOUNDMENT

5-24 Penalties.

An offense of any provision of this chapter by any person shall be deemed a civil ordinance violation and shall be punishable by the following penalties:

- (1) *First offense.* A first offense of any provision of this chapter in any twelve-month period shall be punishable by a fine of no less than ~~one~~ two hundred dollars (\$~~1~~ 200.00) and no more than ~~one~~ two hundred fifty dollars (\$~~1~~ 250.00). The waiver fine shall be ~~one~~ two hundred dollars (\$~~1~~ 200.00).
- (2) *Second offense.* A second offense of any provision of this chapter in any twelve-month period shall be punishable by a fine of no less than ~~one~~ two hundred fifty dollars (\$~~1~~ 250.00) and no more than ~~two~~ three hundred fifty dollars (\$~~2~~ 350.00). The waiver fine shall be ~~one~~ two hundred fifty dollars (\$~~1~~ 250.00).
- (3) *Third and subsequent offenses.* A third or subsequent offense of any provision of this chapter in any twelve-month period shall be punishable by a fine of no less than ~~two~~ three hundred fifty dollars (\$~~2~~ 350.00) and no more than ~~five~~ six hundred dollars (\$~~5~~ 600.00). The waiver fine shall be ~~two~~ three hundred fifty dollars (\$~~2~~ 50.00).

In addition to the penalties provided in this section,;

- (1) Any person found in violation of this chapter may be subject to a restorative justice process with the Burlington Community Justice Center at the discretion of the animal control committee.
- (2) ~~a~~Any animal found in violation of this chapter may be impounded as provided in section 5-25 of this chapter.

(Ord. of 6-23-97; Ord. of 6-4-07, eff. 7-4-07)

5-25 Impoundment.

(a) *Authority to impound.* ~~Dogs~~ Any animal in violation of any provision of this chapter or suspected of being diseased or injured may be taken by the enforcement officer and impounded in the city ~~pound~~ animal shelter and there confined in a humane manner, except that any animal suspected of being a stray shall be impounded. ~~The enforcement officer may, in lieu of boarding and when in the public interest and consistent with the public safety, allow an impounded dog to remain confined in the custody of its owner on the owner's recognizance that the dog shall remain confined to the owner's property, follow the terms of impoundment set by the enforcement officer and shall not be in violation of any provision of this chapter.~~

Confinement in lieu of boarding shall continue until such time as the violation or condition authorizing impoundment has been abated.

(b) *Impoundment fees.* Any ~~dog~~ animal impounded under the provisions of this chapter shall be released only on payment of a ~~seventy-five~~ one hundred dollars (\$~~75~~100.00) impoundment fee.

(c) *Boarding fee.* In addition to the impoundment fee charged herein there shall be an additional charge of ~~ten dollars (\$10.00)~~ actual expenses per day for board for each day the period that the ~~dog~~ animal is impounded, except that if an animal is claimed up to three (3) hours after impoundment, the owner will be responsible for one half (1/2) day's boarding fee. If an animal is claimed within two (2) hours of opening business hours on the following business day, the owner will not be charged for that day's boarding fee.

(d) *City clerk to collect fees before releasing ~~dog~~ animal.* It shall be the duty of the city clerk to collect all impound and boarding fees before releasing an ~~dog~~ animal.

(e) *Unlicensed dogs and cats to be licensed before release.* If an impounded dog or cat is unlicensed, in addition to the impoundment and boarding fees set forth herein, the dog or cat shall not be released without the payment of the license fee required by section 5-17, except that if the impounded dog or cat has not had its proper vaccinations to be registered a ~~forty-five~~ one hundred dollar (\$~~45~~100.00) cash deposit shall be posted with the city clerk or ~~his~~ or her their designated agent(s) until proof of registration is presented. A dog or cat released under cash deposit shall be registered within two (2) working days after its release. If the dog or cat is not registered within the time period set forth herein, the cash deposit shall be forfeited and the ~~owner~~ guardian of the animal shall be subject to additional penalties under the provisions of 20 V.S.A. Chapter 193

(f) *Disposition of unredeemed ~~dogs~~ animals.* If any impounded ~~dog~~ animal with a current and effective license established by proof of a dog license tag, is not redeemed within (7) days of its impoundment, ~~it the animal~~ shall be ~~sold or given away~~ offered for adoption at the city animal shelter or transferred to a cooperating animal shelter as defined in 20 V.S.A. § 3901. If any impounded dog without a current and effective license established by proof of a dog license tag, is not redeemed within (5) days of its impoundment, it shall be sold or given away. Any proceeds from the sale of any impounded dog shall first be allocated to taxes, fees and other charges related to the impoundment. Any balance then remaining shall be paid to the owner if any is found. If proceeds from the sale of the unredeemed dog do not cover the costs associated with the impoundment, the balance of sums owed under this chapter may be collected in a civil action brought under this section. If any unredeemed ~~dog~~ animal is not sold ~~or given away~~ adopted because of disease, temperament or other cause, it shall be destroyed in a humane way euthanized. The impoundment period may be waived by the poundkeeper director of the animal shelter in the case of a severely injured animal whose ~~owner~~ guardian cannot be located or is unwilling to claim the animal.

(g) *Interference with impoundment.* Any person who interferes with the impounding of an ~~dog~~ animal under provisions of this article or releases, or who attempts to release, an impounded ~~dog~~ animal contrary to this article shall be in violation of this chapter.

(h) *Notice of impoundment.* Within twenty-four (24) hours of the impoundment of any ~~dog animal~~ under this chapter, the enforcement officer shall make every reasonable attempt to notify the ~~owner~~ guardian of the impounded ~~dog animal~~ of such impoundment. Such notice shall include either personal contact with the ~~owner~~ guardian or a written notice posted at the dwelling house of the ~~owner~~ guardian.

(Ord. of 6-23-97; Ord. of 6-4-07, eff. 7-4-07)

State law reference—Notice by impounder, [20 V.S.A. § 3413](#).

5-26 Cruelty.

Any person who shall torture, torment or cruelly neglect to provide with necessary sustenance or shelter, or shall cruelly beat or needlessly mutilate or illegally kill any animal, or any person who shall cause any animal to be tortured, tormented, or fight with other animals, or deprived of necessary sustenance or to be cruelly beaten or needlessly mutilated or illegally killed shall be guilty of a misdemeanor offense and shall be punishable by a fine of from ~~one three~~ hundred dollars (\$~~1300.00~~) to ~~five six~~ hundred dollars (\$~~5600.00~~).

(Ord. of 6-23-97)

5-27 Animal control committee.

(a) *Animal control committee established.* For purposes of this section, an animal control committee is established. The animal control committee will be a subcommittee of the Burlington Police Commission and shall consist of three (3) commission members, one (1) licensed veterinarian, and (1) certified animal behavior professional to be appointed on an as needed basis by the chair of the Burlington Police Commission. The designated animal control officer shall be the prosecuting officer for any violation brought before the committee.

(b) *~~Vicious Dangerous~~ dogs.* Upon written complaint by a city resident that a dog is alleged to be ~~vicious dangerous~~ as defined in section [5-13\(e\)](#), the animal control committee may hold a hearing on the facts of the complaint and, if the dog is found to be ~~vicious dangerous~~, make such order as necessary to protect the public. Such order may include, but is not limited to, any of the following: confinement in a secure enclosure or other similar restriction, muzzling adoption, or ~~destruction in a humane manner~~ euthanasia. In addition, the animal control committee may revoke the privilege of any ~~owner~~ guardian to keep, harbor or have custody of any animals while in the city and that no new privileges be granted.

(c) *Repeated impoundment.* In the event that any dog shall be impounded three (3) or more times in a twelve-month period, the animal control committee may, at the request of an enforcement officer, or in their discretion, hold a hearing after which they may make such order as is necessary to protect the public. Such order may include, but is not limited to, any of the following: confinement in a secure enclosure or other similar restriction, muzzling adoption, or ~~destruction in a humane manner~~ euthanasia. In addition, the animal control committee may revoke the privilege of any ~~owner~~ guardian to keep, harbor or have custody of any animals while in the city and that no new privileges be granted.

(d) *Penalty for violation of orders.* Any person who violates any provision of any order of the animal control committee shall be guilty of a misdemeanor offense and shall be punishable by a fine of from ~~one~~ three hundred dollars (\$~~1~~300.00) to ~~five~~ six hundred dollars (\$~~5~~600.00).

(Ord. of 6-23-97; Ord. of 8-14-00)

5-28 Confinement of animals in vehicles.

(a) A person shall not leave an animal unattended in a standing or parked motor vehicle in a manner that would endanger the health or safety of the animal.

(b) Any ~~humane~~ animal control officer, law enforcement officer, or member of a fire and rescue service may use reasonable force to remove any such animal from a motor vehicle. The officer may not be subject to criminal or civil liability for any damage resulting from actions taken under subsection (a) of this section. If the aforementioned officers are unavailable, a person who forcibly enters a motor vehicle for actions taken under subsection (a) of this section shall not be subject to criminal or civil liability for damage resulting from the forcible entry if the person: (1) determines the motor vehicle is locked or there is otherwise no reasonable method for the animal to exit the vehicle; (2) reasonably and in good faith believes that forcible entry into the motor vehicle is necessary because the animal is in imminent danger of harm; (3) notifies a humane officer, law enforcement officer, or member of a fire and rescue service prior to forcibly entering the vehicle; (4) remains with the animal in a safe location reasonably close to the motor vehicle until a humane officer, law enforcement officer, or member of a fire and rescue service arrives; (5) places a notice on the vehicle that the authorities have been notified and specifying the location of the animal; and (6) uses no more force to enter the vehicle and remove the animal than necessary under the circumstances. ~~The~~ An officer shall deliver the animal to a humane society, veterinarian or ~~the city town or municipal pound~~ animal shelter. If the ~~owner~~ guardian of the animal cannot be found, the officer shall place a written notice in the vehicle, bearing the name of the officer and the ~~department and~~ address where the animal may be claimed. The ~~owner~~ guardian shall be liable for reasonable expenses associated with the removal, delivery, boarding and disposition of the animal and a lien may be placed on the animal for these expenses. (c) A violation of this section shall be a civil violation subject to the penalties imposed by Section [5-24](#).

5-29 Abandonment of injured animal

(a) A person shall not leave the scene of an accident in which such person has reason to believe that they have caused the injury or death of a domestic animal. Such person shall immediately contact an enforcement officer, and make a reasonable effort to immediately contact the guardian of the animal. If the animal is injured wildlife, the person shall contact a humane officer or a licensed wildlife rehabilitator for assistance.

(b) A violation of this section shall be a civil violation subject to the penalties imposed by Section 5-24.

Discussion

Section 5-24

Section 5-24 increases penalties for civil violations of the Chapter 5 and adds restorative justice measures as permissible additional penalties.

Section 5-25

Section 5-25(a) extends the authority to impound to any animal in violation of the chapter or suspected of being diseased or injured, and requires impoundment of any animal suspected of being a stray.

Section 5-25(b) increases the impoundment fee.

Section 5-25(c) replaces the specified boarding fee with the requirement that the fee reflect actual expenses.

Section 5-25(d) extends the city clerk's authority to collect impoundment and boarding fees regardless of the species involved.

Section 5-25(e) requires unlicensed cats, as well as dogs, to be licensed before release.

Section 5-25(f) removes the authority to sell or give away unredeemed animals and replaces it with the authority to offer these animals for adoption through a shelter.

Sections 5-25(g) and (h) extend the prohibition on interference with impoundment and the requirement for notice of impoundment to all animals regardless of species.

Section 5-26

Section 5-26 increases the fines for cruelty to animals.

Section 5-27

Section 5-27(a) adds a licensed veterinarian and a certified animal behavior professional to the animal control committee to be appointed to serve on an as-needed basis. This will ensure that the committee has access to the expertise needed to properly resolve the cases that come before it, such as dangerous dog hearings.

Section 5-27(d) increases the penalty for violations of an order of the animal control committee.

Section 5-28

Section 5-28 authorizes any person to use reasonable force to remove an animal from a vehicle when the health and safety of the animal is at risk, but only when a humane officer, law enforcement officer, or member of a fire and rescue service is unavailable. The Task Force views this amendment as necessary to address situations in which the animal may be in distress and officials are not immediately available. The language of the amendment tracks the language of the similar state law.

Section 5-29

Section 5-29 is a new section that requires a person who has injured or caused the death of an animal to remain at the scene and to contact an enforcement officer. It further requires such person to make a reasonable effort to contact the animal's guardian should it appear that the animal has a guardian, and to contact a humane officer or wildlife rehabilitator if the animal is injured wildlife.

Proposed Amendments to Section 22-13 of Chapter 22

The Task Force's recommended amendments are inserted and underlined, and text that would be eliminated is indicated by strikethroughs.

Chapter 22 - Sec. 22-13. - Animals prohibited; exception

No domestic animals, except dogs and cats, shall be permitted in any park. Dogs shall be leashed or controlled by other similar means of physical restraint at all times, except in off-leash areas designated in the Off-Leash Dog Policy. Cats shall be leashed or confined in a carrier at all times.

Discussion

Section 22-13

If Chapter 5, Article II, section 5-15 is amended to prohibit at-large cats, as recommended, section 22-13 would provide an alternative means for guardians to provide an outdoor experience for the cats under their care.

Appendix D: Detailed Licensing Information

Licensing Program: The Task Force performed a detailed review of licensing data and trends and found that licensing rates in Burlington are low compared to neighboring cities with smaller populations. In 2022, for example, Shelburne was estimated to have a population of 7871, with 763 licensed dogs (9.68%) in FY2022. Burlington, by comparison, was estimated to have a population of 44,595 and 912 licensed dogs (2.04%) — a difference of 7.64%.

The Task Force also compared licensing trends over time in Burlington. In 2012, Burlington had 1255 dogs licensed, while in 2022 it was only 826 despite the fact that the population in Burlington has increased over that time, from 42671 to 44595³⁰.

The American Veterinary Medical Association (AVMA) tracks dog guardianship trends³¹ and estimates that 45% of US households have at least 1 dog, and the percentage owning at least one dog increased from 38% to 45% between 2016 and 2020 (and leveled off by 2022). Home ownership and household income impact the rate of dog guardianship and dog populations are essentially being influenced by the overall economy. With 17,174 households in Burlington between 2017-2021³², the number of dogs in Burlington may be estimated at 7728 using the national rate of 45%. This is likely to be a conservative estimate, as many Burlington homes have more than one dog.

The AVMA also indicates that cat guardianship is on the rise as well: “The percentage of households that own at least one cat increased slightly between 2016 and 2020, from 25% to 26%, and then increased to 29% in 2022.” Based on this, we estimate that there may be at least 4980 companion cats in Burlington (not including feral cat colonies).

If all estimated cats and dogs in Burlington were licensed, the revenues at current licensing fee of \$27 per dog would be \$276,996.51 per fiscal year. Assuming 100% is unattainable, we looked at how much could be raised if we made an effort to increase licensing numbers similar to area communities such as South Burlington.

³⁰ 2012 and 2022 population estimates for the City of Burlington, VT came from census.gov

³¹ <https://www.avma.org/news/pet-ownership-rate-stabilizes-spending-increases>

³² <https://www.census.gov/quickfacts/fact/table/burlingtoncityvermont/HSD410221#HSD410221>

Table 2. Comparison of FY2022 Actual Licensing Revenues in Burlington to Projected increased revenues from increasing licensing numbers, based on the estimated numbers of dogs and cats in Burlington.

	Projected revenues from successfully licensing 100% dogs and cats	Projected revenues from licensing 35% dogs 15% cats ("realistic")*	FY 2022 Revenues from Dog Licenses (11.8% dogs and 0% cats)	Projected Revenue increase ("realistic")
Dogs (7728)	\$ 208,664.10	\$ 74,180.09	\$ 24,624.00	\$ 49,556.09
Cats (3927)	\$ 68,332.41	\$ 20,614.62	\$ 0.00	\$ 20,614.6
Total \$	\$ 276,996.51	\$ 94,794.71	\$ 24,624.00	\$ 70,170.71

*South Burlington has an estimated 35% licensing rate for dogs and 15% licensing rate for cats

Below is more detailed information on licensing trends in neighboring cities from FY2018 – FY2022, showing how Burlington’s numbers have decreased compared to those of neighboring cities. We also show licensing numbers in comparison to population estimates and estimated numbers of dogs and cats, as well as detailed information on neighboring communities’ efforts to increase education/outreach concerning dog and cat licensing.

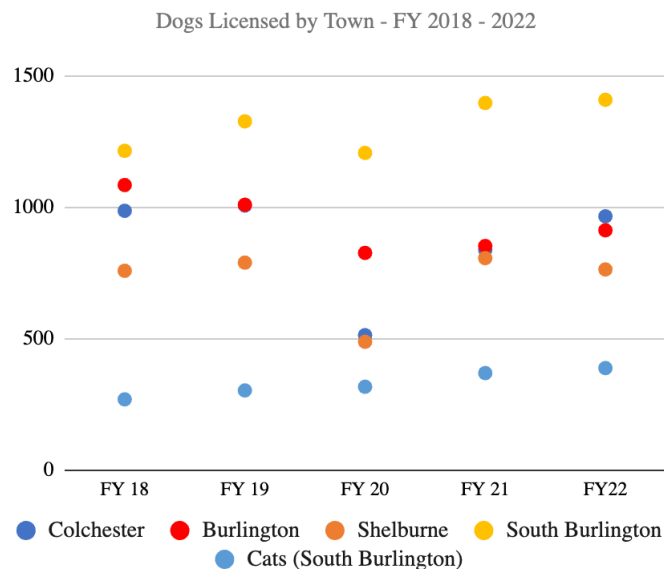


Fig. 2 Burlington’s licensing numbers have fallen while its population has increased.

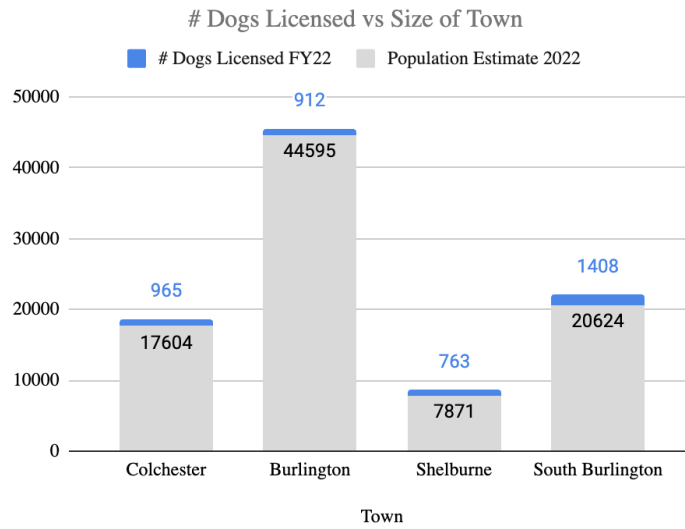


Fig. 3 Comparison of Licensing Numbers to Town Size. In FY 2022 Burlington had the lowest proportion of licenses (912) to its population (44,595), compared to neighboring towns. Shelburne had the highest (9.69%), followed by South Burlington (6.83%) and Colchester (5.48%).

Appendix E: Compliance, Reporting, and Enforcement Challenges

The Task Force recommends the City appoint a dedicated, certified animal control officer, or officers, within the Burlington Police Department (“BPD”). Burlington has not had an Animal Control Officer since 2008³³. Currently, limited animal control functions are performed by the community service officers (CSOs) at the BPD. CSOs are not required to have experience or training specific to animal control functions, such as animal handling, care, and welfare.³⁴ They are not tasked with handling cat-related incidents (except for removing deceased cats and checking for rabies vectors), and are not adequately able to address the increasing number of dog incidents. For example, residents who are bitten by an unfamiliar dog bear the burden of identifying the guardian of that dog in order to get any action from the police, even if that person fled the scene. Without investigative resources and training, CSOs are not positioned to be a resource to help those residents.

Another issue the Task Force found was in both a lack of accessibility to effective reporting, and an understanding of how and what to report:

- *Inaccessibility of reporting.*
 - *Phone limitation for in-progress incidents.* Reports are typically called into the Police Department. If any other means of reporting is used (contacting CSO email address (csobpdvt.org), See Click Fix, Burlington Police website’s online incident report form), the CSOs might not see these as quickly as they would if they are managed by Dispatch responding to a phone call. Thus reporting an emergent animal issue or incident is inaccessible to anyone who cannot use a phone (hearing impaired, Deaf, doesn’t have a phone, etc).
 - No clear category for animal-related incidents exists on the BPD website
 - No clear category for animal-related incidents exists on See Click Fix, which is commonly used by residents to enable other city departments to quickly resolve issues.
- *Reports not made by residents because*
 - Fear of getting neighbors in trouble

³³ Source: Shannon Trammell, executive manager, Burlington Police Dept

³⁴ See City of Burlington, Community Service Officer Job Description, <https://www.governmentjobs.com/careers/burlingtonvt/jobs/3045625/community-service-officer..>

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- Distrust that the police can help or can be a resource to help
 - Lack of awareness of where to complain
 - Knowledge that currently BPD is not fully empowered to address these problems to residents' satisfaction (for example, incidents involving free-roaming cats are not currently addressed by BPD).
 - *Hindrances to enforcement responsiveness.*
 - *Other (higher) priorities.* Other issues are prioritized for CSOs (e.g., car accidents), so even if the report is called in to be dispatched, they are still not always able to respond quickly. 62 reports were reported resolved with the response "gone on arrival"
 - *Not enough information.* Residents who do report issues don't always provide enough information or details for CSOs to be able to follow through and resolve the problem.
 - *Lack of investigative resources.* Residents who are bitten by an unfamiliar dog or cat bear the burden of identifying the guardian of that dog in order to get any action from the police, even if that person, cat or dog fled the scene. The Task Force learned from its BPD representative that BPD is not empowered to take the time and resources to find the guardian if the name and address are not known to the victim.
 - *Legal limitations.* Some problems or incidents that are reported by residents cannot be addressed by CSOs because the issue being reported (e.g., a welfare issue) may not actually comprise an ordinance violation, or because the individual responsible doesn't answer the door to respond to the CSO.

The Task Force recommends that the city retain an officer, or officers, whose sole duty is to respond to animal-related issues so that the city's animals and citizens are better served. The Task Force recommends that City animal control officers obtain certification in animal control and be required to participate in continuing education courses, through a national professional training program. In looking at available literature, Burlington is now of the size that it merits a full time animal control officer. The Task Force notes that some residents do not contact the Burlington Police Department as they may not be aware this is where complaints go, free-roaming cats are not addressed, and that people may not be

comfortable with calling the police with concerns about their neighbors or may be reluctant to report incidents. Please see additional [discussion under the ordinance for Section 5-2a](#)

In addition to the recommendation of a full-time animal control officer or officers, at times the City is not in compliance with the requirement to house stray companion animals due to space issues. Currently companion animals except birds, reptiles, and dogs are taken to the Humane Society of Chittenden County (HSCC). It is unclear if the City's current contractor for dogs, Lucky Puppies, will provide services in the future or have enough space in the future for the City's stray dogs. Because the HSCC and Lucky Puppies take in companion animals from other cities as well, space is an issue. The Task Force recommends that an animal shelter be within Burlington or close so that the shelter may be easily monitored and inspected by the Animal Control Officer.

The Task Force also recommends that the animal shelter follows the standards of care³⁵ set forth by the Association of Shelter Veterinarians. These standards include provisions of adequate shelter, population management, standards for animal handling, sanitation, prevention of pathogen spread, and attention to medical and behavioral health. Given that the City would be responsible for animals in its care, if the City does not have its own shelter it should still ensure that contracted providers follow these guidelines.

³⁵ [The Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters - Second Edition - December 2022](https://jsmcah.org/index.php/jasv/issue/view/2): <https://jsmcah.org/index.php/jasv/issue/view/2>

Appendix F: Proposed Off-Leash Dog Ordinance and Off-Leash Dog Policy

Proposed Addition of Section 7 to City Ordinance Appendix D

In 2000 the City established a pilot program pertaining to off-leash dog areas that expired in 2003 with no apparent further action by the City.³⁶ The Task Force recommends that a new Section 7 of Appendix D be enacted to reflect current practices:

Appendix D

Sec. 7. - Off-leash dog opportunities

- (A) *Off-Leash Dog Policy.* The Parks, Recreation and Waterfront Department (PRW) shall maintain an Off-Leash Dog Policy (OLDP) as approved by the Parks Commission. The policy may be modified by PRW with the approval of the Parks Commission. The OLDP shall govern the establishment of off-leash dog opportunities, except that permanent fenced dog parks shall be established by ordinance. The OLDP shall govern operations of off-leash dog opportunities and share enforcement authority with the animal control officer(s) as enumerated in this section.
- (B) *Designation of Areas.* Areas shall be designated for the purpose of allowing dogs to be under control of the guardian or guardian's agent by means other than physical restraint. Opportunities shall include: fenced dog parks, water access, and field use on an hourly, seasonal, or year-round basis within reasonable walking distance of neighborhoods. Opportunities, where possible, shall be dispersed across the city. .
 - (1) Permanent off-leash fenced dog parks shall be located at:
 - (a) Oakledge Park
 - (b) Starr Farm Dog Park
 - (c) Urban Reserve
 - (2) Off-leash dogs are prohibited at the following parks. Dogs in these parks must be leashed at all times:
 - (a) Appletree Park
 - (b) Arms Park
 - (c) Baird Park
 - (d) Battery Park
 - (e) Bike path
 - (f) Champlain Street Park
 - (g) City Hall Park
 - (h) Dewey Park
 - (i) Ethan Allen Park

³⁶ City of Burlington, Vermont, Ord. of 9-23-02

<https://www.codepublishing.com/VT/Burlington/#!/BurlingtonAxD/BurlingtonAxD.html> (Pilot program. The rules of this section shall be in full force and effect for eighteen (18) months. The director of parks and recreation shall review the impacts of the designated off-leash areas and shall make a report to the city council after twelve (12) months of operation. Unless directed otherwise by the city council, these rules shall expire upon the end of the 18th month in which the rules were in effect.)

-
- (j) Kieslich Park except for the portion known as "Texaco Beach"
 - (k) Lakeside Park
 - (l) Little Park
 - (m) MacKenzie Park
 - (n) North Beach
 - (o) Pomeroy Park
 - (p) Potvin Park
 - (q) Roosevelt Park
 - (r) Schifilliti Park
 - (s) Starr Farm Park except for the portion known as "Starr Farm Dog Park"
 - (t) Water Works Park
 - (u) Waterfront Park

(C) Public Information.

- (1) PRW shall provide information about off-leash dog opportunities to include maps, hours, and references to rules & policies with onsite signage and through its website.
- (2) PRW shall annually conduct a targeted campaign to educate the community about the City ordinances that pertain to off-leash dogs in general, and the the off-leash dog opportunities and associated rules and policies..
- (3) Funds to implement Section C shall be made available to PRW from the fees collected pursuant to Article II Section 5-17.

(D) General Rules for All Areas Designated as Off-Leash Dog Areas.

- (1) A person taking a dog into an off-leash area shall have the dog held on leash when entering and exiting the off-leash area.
- (2) A person taking a dog into an off-leash area shall maintain voice, hand, or leash control over the dog at all times while the dog is in the off-leash area. Such person shall have in their possession a leash at all times.
- (3) A person taking a dog into an off-leash area is responsible for all actions of the dog, shall keep the dog within their vision at all times, and shall remove the dog when their behavior is in violation of the City of Burlington Code of Ordinances, including but not limited to Appendix D Section 7, or the PRW OLDP.
- (4) The following are prohibited in off-leash dog areas:
 - (a) Glass containers.
 - (b) Female dogs in heat.
 - (c) Excessive barking, howling, or other noise.
 - (d) Bullying of other dogs.
 - (e) Failure to remove feces; All feces shall be removed from the off-leash area and placed in the appropriate receptacle.
 - (f) Unlicensed dogs; All dogs shall be licensed and display valid license tags.
 - (g) Dangerous dogs as defined by Burlington Code of Ordinances, Article II, Section 5-13.
 - (h) More than 3 dogs per person.
 - (i) Children under 12 years of age unaccompanied by an adult.

(E) Enforcement.

- (1) In addition to the penalties provided for by ordinance, a person or dog that violates the rules of this section is subject to ejection from the off-leash area as defined in the OLDP.

-
- (2) In addition to the penalties provided for by ordinance, a duly authorized enforcement officer may impound a dog for a violation of the rules of this section or for activities determined to be a nuisance.
 - (3) In addition to the penalties provided for by ordinance, all violations of Appendix D and the OLDP include a restorative justice process with the Burlington Community Justice Center.
- (F) *Administration.*
- (1) Commercial Use of Parks. The PRW may issue a permit and charge a fee to allow for commercial use of off-leash dog areas by professional trainers, and for-profit and not-for-profit animal organizations. Portions of the off-leash dog areas shall remain available for unencumbered use by the public as off-leash areas during these events. Fees collected by PRW for commercial use shall be used for the establishment, operations, or improvements of designated off-leash dog areas. Commercial use of off-leash dog areas without a permit shall result in a fine as set for in Chapter 22 section 23 of the Burlington Code of Ordinances. Commercial use of off-leash dog areas may be further defined or modified by the OLDP.

Proposed Off-Leash Dog Policy (OLDP)

The following text has been drafted by the Dog Task Force as a proposed Off-Leash Dog Policy to be reviewed by the Parks Commission, and once an official OLDP is established, to be revised by the Parks Commission as needed.

OFF-LEASH DOG POLICY

Purpose:

This policy incorporates by reference all rules set forth in Appendix D of the Burlington Code of Ordinances.

Areas of Policy:

- 1) *Designation of Areas and Times of Operations*
 - 2) *Additional Rules for Use of Off-Leash Fenced Dog Areas*
 - 3) *Rules for Commercial Use of Off-Leash Dog Areas*
 - 4) *Signage*
 - 5) *Public Outreach & Enforcement*
 - 6) *Operations*
-
- 1) *Designation of Areas and Times of Operations.*

The following areas are off-leash areas, as designated herein or on site:

 - a) *Fenced Dog Parks*
 - i) *Starr Farm Park (year-round).*

Times. The designated area may be used year-round from 8:00 a.m. to 8:00 p.m. or sunset, whichever is earlier.
 - ii) *Urban Reserve (year-round).*

Times. The designated area is open for off-leash use at any time.

iii) Oakledge Park (year-round)

Times. The designated area is open for off-leash use during the hours the parking lot is open for vehicle parking.

b) Off-Leash areas (not fenced)

i) North End of Leddy Beach (year-round). The area north of the northernmost entrance to Leddy Beach

Times. The designated area is open for off-leash use at any time.

ii) Oakledge Cove (year-round). The area of Oakledge Park known as Oakledge Cove

Times. The designated area is open for off-leash use at any time

iii) Northshore Natural Area (year-round).

Times. The designated is open for off-leash use at any time

iv) Blanchard Beach (seasonal). The area of Oakledge Park known as Blanchard Beach

Times. The designated area is open for off-leash use at any time between November - March

v) Texaco Beach (year-round). The beach area of Kieslich Park known as "Texaco" Beach.

Times. The designated area is open for off-leash use at any time

vi) Lower Calahan Park (year-round). The area of Calahan Park that is bounded on the east by the sledding hill, north by Locust Street, west by Pine Street, and south by the park/neighborhood boundary excluding programmed areas such as baseball fields, roads/walks, etc.

Times. The designated area is open for off-leash use from 6:00 a.m. to 8:00 a.m.

vii) Open Area of Schmanska Park (year-round). The multipurpose field of Schmanska Park extending from the basketball court to the tennis court.

Times. The designated area is open for off-leash use from 6:00 a.m. to 8:00 a.m.

viii) Open Area of Smalley Park (year-round). The multipurpose field excluding the programmed softball field.

Times. The designated area is open for off-leash use from 6:00 a.m. to 8:00 a.m.

ix) Gravel Path of the Urban Reserve The area of the Urban Reserve that is the maintenance access running parallel to the train tracks between the designated off-leash area signs on the northern and southern ends.

Times. The designated area is open for off-leash use at any time.

2) *Community Expectations for Use of Off-Leash Fenced Areas*

(1) In addition to the rules set forth in Appendix D, please observe the following guidelines:

(a) Do not allow dogs to dig holes, except in an area designated for digging by the Parks, Recreation and Waterfront Department (PRW). The person accompanying the dog shall fill in any hole created by the dog prior to exiting the area.

(b) Do not consume human food.

(c) Do not feed other people's dogs.

(2) All gates to the dog park must be closed after entering and exiting.

(3) The priority use for off-leash dog parks is off-leash dogs. Please ensure that children do not interfere with the activities of dogs in the park.

3) *Community Expectations for Use of Unfenced Off-Leash Areas*

In addition to the rules specified in Appendix D, please observe the following guidelines:

- (1) Ensure your dog is placed back on leash after leaving an off-leash dog area.
- (2) Dog guardians should be respectful of other users using the space. This is a shared space, even during the times where dogs are allowed off-leash. The priority use for these areas is not necessarily dogs.
- (3) Non-dog guardians should expect dogs may be running free in designated off-leash areas.

4) *Rules for Commercial Use of Off-Leash Fenced areas*

- a) Commercial users are required to be a *Park Program* participant.
- b) Commercial users are responsible for creating any boundaries, with temporary fencing or by other temporary means, required to meet their needs and that of the other users.
- c) Commercial users are limited to twelve days per year exclusive of commercial uses that do not restrict other uses of the area.
- d) No more than one commercial user may use the same dog park concurrently.
- e) Off-leash dogs will be permitted to access any areas of the off-leash area that are not separated by temporary or permanent fencing.
- f) With the exception of extraordinary circumstances, no more than 33% of an off-leash dog area shall be permitted to be restricted for commercial use.
- g) Commercial use shall not interfere with standard entrances and exits from the off-leash dog area.
- h) If any PRW staff time is required for the event, commercial users of the park are responsible for all costs related to the staff time. PRW staff will only be made available with the approval of the PRW Director
- i) Commercial users will be responsible for all costs related to set-up, operations, security, and cleanup for all events.
- j) Standard PRW Department requirements for reserving parks apply.

5) *Public Outreach & Enforcement.*

- a) The PRW and the Police Department shall collaborate to educate and enforce the rules and policies applicable to off-leash dog areas, A person who violates any rules or policies applicable to off-leash dog areas on two (2) occasions within a twelve-month period shall be barred from taking any dog into the off-leash areas during the six (6) months subsequent to the second violation.

6) *Operations*

- a) The PRW shall maintain a volunteer group that provides guidance and support for off-leash areas
- b) The PRW Director may, upon a finding of need at a particular off-leash area, close the area to off-leash use. The reopening of such area is at the discretion of the Director. The Director shall post a notice indicating that the area has been closed for off-leash use at the entrance to the area and at other locations in the area if needed to give notice to the public of the closing.

Appendix G: Off-Leash Detailed Findings & Recommendations

The Task Force reviewed work from previous committees ([see Appendix K](#)) as well as current practices, ordinances and policies. The group also did a city-wide survey to solicit public opinion on areas proposed by previous committees ([see Appendix I](#)). Prior efforts to create off-leash areas were left uncompleted, as Section 7 of Appendix D in the City Ordinances expired.³⁷

Table 3. Current and Proposed Off-Leash Areas for Dogs

	Current	Proposed
Off-Leash	3.5/520 acres Starr Farm Dog Park Waterfront Dog Park Texaco Beach	Add: • Sections of Neighborhood Parks (Smalley, Calahan, Schmanska) 6-8am • Sections of Natural Areas (Northshore, Urban Reserve) • Beaches (Blanchard, North Beach wintertime only; Oakledge Cove & section of Leddy Beach all year) Keep: • Starr Farm Dog Park, Waterfront Dog Park, Texaco Beach
On-Leash only (Neighborhood Park)	All Neighborhood Parks	Most Neighborhood Parks except for designated areas in Calahan, Schmanska, & Smalley Parks
On-Leash only (Conservation Area)	All Natural Areas	Same (all areas designated “Urban Wilds” - such as Arms Forest, Crescent Woods, Arthur Park, Ethan Allen Park, McKenzie Park, and Mount Cavalry Red Maple)
No Dogs Allowed	Cemeteries	Same (at the wish of Cemetery Commission)

[Interactive map showing proposed off-leash areas](#)

There is a strong desire from dog owners to have easy access to off-leash areas. More fenced in areas exclude non-dogs and their caretakers from spaces in our parks, and the City also lacks funds to build fenced in dog parks. Many communities have turned to unleashed dog areas to solve the issue of limited park spaces and the desire not to fence

³⁷ City of Burlington, Vermont, Ord. of 9-23-02

<https://www.codepublishing.com/VT/Burlington/#!/BurlingtonAxD/BurlingtonAxD.html> (Pilot program. The rules of this section shall be in full force and effect for eighteen (18) months. The director of parks and recreation shall review the impacts of the designated off-leash areas and shall make a report to the city council after twelve (12) months of operation. Unless directed otherwise by the city council, these rules shall expire upon the end of the 18th month in which the rules were in effect.)

these spaces, while providing a mechanism to better regulate and manage where dogs are off-leash and enforce regulations that they be on leash outside of off-leash areas. The question of creating unfenced off-leash dog areas elicits strong opinions both for and against.

Some neighboring cities have successfully created unfenced off-leash areas. South Burlington allows dogs to be under voice control at all parks and only requires leashes on South Burlington Recreation trails and at the following parks: Red Rocks, Vet Memorial, and Jaycee Park. Colchester's default policy is also off-leash, with dogs required on-leash only on sidewalks and the bike path. Winooski's policy is similar to Burlington's, where the default is on-leash only. But for similar reasons they are exploring the possibility of establishing another location or two where dogs can officially be allowed off-leash, then working to tighten up enforcement where it isn't allowed.

Some efforts were made to find alternative spaces to the park spaces overseen by Burlington Parks & Recreation.

- *Cemetery spaces.* The Task Force discussed the fact that some fenced in spaces in Burlington currently exist but are not available for dogs. The idea of using cemetery spaces as an urban solution is not new.³⁸ A proposal to work with the Cemetery Commission to consider the option of on-leash or off-leash use for dogs was unsuccessful. The Cemetery Commission heard the proposal, including the possibility of additional revenue and volunteer hands to maintain the cemeteries, but chose not to work with the Task Force to explore this concept.³⁹
- *Spaces outside Burlington.* At the suggestion of City Councilmember Sarah Carpenter,⁴⁰ the Task Force looked beyond Burlington to understand what off-leash spaces were available (for those with cars who can drive). As noted above, our neighboring



³⁸ For example, see the Cemetery Dogs program at the Congressional Cemetery in Washington, DC - one quarter of the cemetery's operating income derives from donations by dog walking members and covers the costs of grounds maintenance contracts. Source: <https://congressionalcemetery.org/dog-walking/>

³⁹ See Burlington, VT Cemetery Commission meeting minutes from their April 20, 2023 meeting: <https://burlingtonvt.portal.civicclerk.com/event/5294/files/7035>

⁴⁰ See Burlington, VT City Council meeting minutes from their March 27, 2023 meeting: <https://burlingtonvt.portal.civicclerk.com/event/2058/files/2159>

communities of South Burlington and Colchester have much less restrictive leash laws, allowing off-leash use in their parks unless specifically restricted. In addition, South Burlington, Essex, Milton and Shelburne have fenced dog parks.

- *Former Landfill in the Old North End.* The Task Force also discussed the former landfill area at the top of Manhattan Ave. This area is currently being used by some residents as an off-leash area for dogs, but due to continued monitoring of environmental considerations cannot be officially set up for dogs at this time.

After reviewing the prior task force work, the results of the Spring 2023 survey, and consulting with the Cemetery Commission and directors of parks in neighboring towns, the Task Force recommends the following areas to the Parks Commission for piloting. More specific details are in the drafted [Off-Leash Dog Policy](#).

Table 4. Recommended areas to pilot unfenced off-leash dog sections

Park	Time	Rationale
Smalley	6-8am	Significant requests from survey; limited use by youth in the mornings
Leddy Beach (north end)	All day	Slight in favor from survey, significant current use
Northshore	All day	Slight in favor from survey, significant current use
Calahan Park	6-8am	Slight in favor from survey, proposed area (lower field) is in a different location from the playground; significant current use
Schmanska Park	6-8am	Slight in favor, Recommended by 2013 task force, adds an area in the East end of Burlington, suggest morning only
Urban Reserve	All day	More in favor, off-leash connection to dog park and parking lot, will separate from bike path w/ clear signage on start/stop of off-leash areas
Blanchard Beach	November -March	Limited beach use in the winter.
North Beach	November -March	Limited beach use in the winter.
Oakledge Cove	All day	South end water access, helps curb existing off-leash use at Blanchard in the summer.

In addition to the above areas, the proposed fenced-in dog park in Oakledge Park was by far the most popular and most supported area with survey respondents. Future funding and significant planning would be needed to make this a reality.

Appendix H: Education Campaign

Part of the scope of the Task Force work mandated by the City Council resolution requested that Task Force members conduct an educational campaign around the following issues:

1. Off leash dogs in city parks, natural areas or beaches
2. Dogs attacking people or other dogs
3. Dog feces not being picked up
4. Dog barking contributing to noise pollution

All materials and research were developed using volunteer time and resources. Outreach was limited to available slots on the Parks Recreation and Waterfront (PRW) Front Porch Forum and social media accounts. The Task Force recommends some funding be allocated to educational outreach and that multiple city departments participate in the sharing of information on their social media accounts. The campaigns comprised of the following:

1. Leash Your Dog PSA for conservation reasons (wildlife, plants)⁴¹
2. Interview with Seven Days to address additional reasons for leashing your dogs (including prevent of attacks)⁴²
3. April Stools Day PSA to encourage residents to pick up their dogs' feces⁴³
4. Barking PSA to provide helpful tips to address barking and reduce noise pollution

The Task Force also explored the possibility of increasing licensing numbers through a limited social media drive,⁴⁴ and worked with the BPRW to create the Wag the Waterfront event.



⁴¹ As seen in PRW's Front Porch Forum post May 18, 2022:

https://frontporchforum.com/areas/22/issues/4452#post_2786297

⁴² Mullis, R. (Aug 9, 2023). One Burlingtonian's Journey to On-Leash Dog Ownership. Published in print as "Going to the Dogs | One Burlingtonian's journey to on-leash dog ownership" and online at <https://www.sevendaysvt.com/arts-culture/one-burlingtonians-journey-to-on-leash-dog-ownership-38844346>

⁴³ As seen in PRW's Front Porch Forum Post April 1, 2022:

https://frontporchforum.com/areas/23/issues/5456#post_2747458

⁴⁴ Instagram reel created by task force members on volunteer time, and shared on PRW's Instagram account on March 21, 2023 to encourage residents to license their dogs and explain how to get their dogs licensed.

<https://www.facebook.com/reel/936523320687771>

Proposed Annual Education Calendar

A proposed calendar to continue providing education on various topics was developed and is shown below, followed by details on the various public service announcements as well as the Wag the Waterfront event.

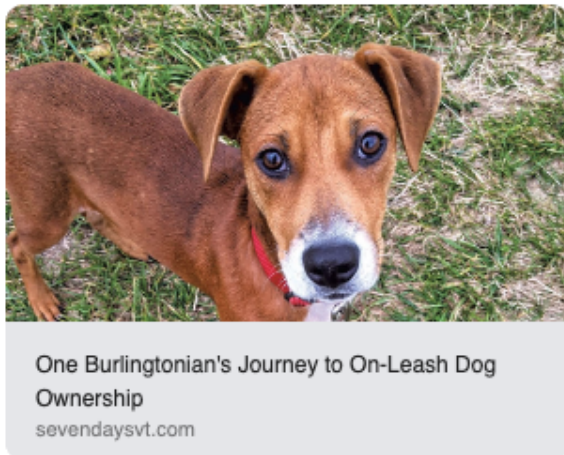
Legend:

PSA
Campaign/Drive
Event

JANUARY Barking PSA	FEBRUARY Repeat Spay/Neuter PSA (February is S/N Awareness Month) Campaign/Drive: Dog Licenses Due April 1	MARCH Licensing Campaign Continues
APRIL Off-Leash PSA (Conservation) Picking up Poop PSA	MAY Don't Leave Your Dog in the Car PSA Off-Leash Dog PSA (to avoid conflicts attacks)	JUNE Keep Your Dog Cool PSA Don't Leave Your Dog in the Car PSA (repeat July/Aug)
JULY Off-Leash Dog PSA (to avoid conflicts attacks) Dog Days Event <i>Church Street tie-in for pet friendly shopping areas or Burlington Farmer's Market on Pine St</i>	AUGUST Off-Leash Dog PSA (to avoid conflicts attacks)	SEPTEMBER Wag the Waterfront Event
OCTOBER Halloween Parade Event? <i>Dog Costume Contest?</i>	NOVEMBER <i>(a week after leaf pick up)</i> Poop Scoop PSA Even through winter need to scoop poop all year round	DECEMBER Spay/Neuter PSA

Leash Your Dog Outreach (7 Days Article)

Taskforce members Maria Karunuñgan and Abbey Duke were interviewed by journalist Rachel Mullis of Seven Days to weigh in on thoughts about off-leash dogs, resulting in the following publication in Seven Days:⁴⁵



The take-home message in the article was to encourage residents to leash their dogs for a variety of reasons, including respect and consideration for others' cultural and religious preferences, prevention of unwanted conflict between unfamiliar dogs with unknown sociability, and generally taking more responsibility for their dogs' behavior around others.

Wag the Waterfront Event September 2023

- PRW hosted on September 9, 2023 1-4pm⁴⁶
- Social media posts invited people to come⁴⁷
- The event featured the following:
 - Afternoon Yappy Hour in the dog park
 - Free professional caricatures & free professional photos



⁴⁵ Mullis, R. (Aug 9, 2023). One Burlingtonian's Journey to On-Leash Dog Ownership. Published in print as "Going to the Dogs | One Burlingtonian's journey to on-leash dog ownership" and online at <https://www.sevendaysvt.com/arts-culture/one-burlingtonians-journey-to-on-leash-dog-ownership-38844346>

⁴⁶ See <https://enjoyburlington.com/event/wag-the-waterfront/>

⁴⁷ See for example <https://www.instagram.com/p/Cw7iosEMae4/>

- Booths rented by local dog-related businesses (daycares, groomers, dog trainers, dog treat bakeries, etc).
- Events such as dog training demos, Paws & Poses yoga, and weight-pulling

Public Service Announcements Developed by the Task Force

The following public service announcements were developed by the Task Force for several educational campaigns. Most of these were shared on social media.

Excessive Barking PSA

The Task Force wrote a public service announcement to address the complaint of excessive barking.⁴⁸ The main points of this campaign were to help raise awareness about why excessive barking is bad (pointing to upset neighbors, welfare issues, & violation of city code). Tips from a professional trainer were provided, including the recommendation to consult with a veterinarian and professional trainer if struggles continued.

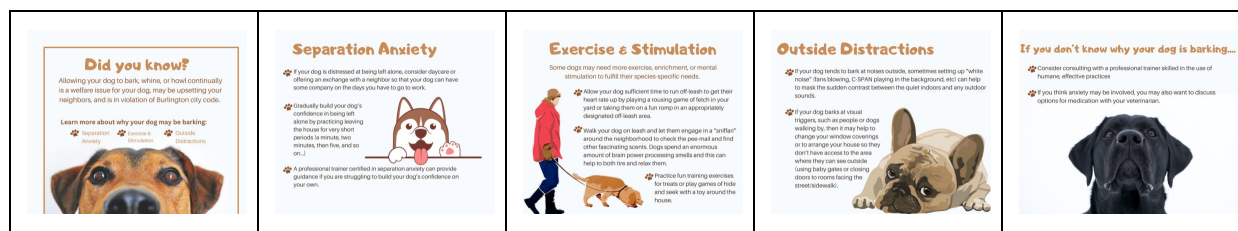


Fig. 4 Barking PSA Instagram slides

Leash Your Dog PSA

The Leash Your Dog PSA released in May 2022⁴⁹ contained the following text:

:: A MESSAGE FROM THE DOG TASK FORCE ::

Protect Nature - Leash Furry Companions in Vermont's Natural Areas

Spring is nature's time to restore and grow, and also nature's most fragile time. Burlington's natural areas are still in recovery from forest clearing hundreds of years ago and use this

⁴⁸ See for example the Facebook post on February 16, 2023:

<https://www.facebook.com/BTVParks/posts/pfbid04CsSzqckLeKfr2BHivHVsYssx3KDYdthXt4CysmTxATD2FNqieg9Sh eDXinqKhpl>

⁴⁹ PRW's Front Porch Forum post May 18, 2022:

https://frontporchforum.com/areas/22/issues/4452#post_2786297

time to replace and regain strength. Spring flowers have delicate stems and depend on small ground insects, like ants, to help them expand their population.

Larger, similarly tender mammals like foxes are born now through August! For these animals, reproduction takes a lot of energy and kits, pups and their parents are weaker and especially vulnerable throughout this season.

Off-leash dogs (and their owners) unknowingly break tender wildflower stems and chase or even fatally maim baby animals, setting back the tiny steps that ecosystems take each spring towards restoration.

Please walk your dog on a leash on all trails and paths throughout City and Vermont parks. Obey on-leash postings to allow Vermont's forests to regain their species diversity and to save our wildlife. To learn more about spring wildflowers and to see the cutest red fox kit photo, please see our facebook page <https://www.facebook.com/BTVParks>.

Scoop the Poop PSA

The Scoop the Poop PSA ("April Stools Day") released in April 2022⁵⁰ contained the following text:

On behalf of the Burlington Dog Task Force Team, we'd like to remind everyone: Scoop Your Poop!

Pet waste should be picked up promptly because it...

- > is harmful for kids playing in the dirt
- > contaminates locally grown food
- > contaminates drinking water and swimming areas
- is gross!!!!

With the weather warming and snow finally melted, we want to encourage all dog owners to pick up their dog's poop! (and any poop you see from other dogs, even if they are not your own).

Pet waste is harmful for children playing in your local neighborhood as parasites from fecal matter can remain in the soil for years. Picking up poop can also go a long way to protecting local gardens especially if you are growing food for yourselves, and protect anyone working or playing in the dirt. In addition, please keep in mind our drinking water is affected as well! According to the Lake Champlain Committee, pet waste contributes up to one-third of bacterial pollution in waterways near developed areas. (source: <https://www.lakechamplaincommittee.org/learn/news/item/2200-stool-piles-and-counting/>) Bacteria from pet waste adds e-coli that can result in the closing of recreational swimming areas.

Help us protect our children's play areas, neighborhood gardens, and local swimming spots by picking up your dog's poop!

⁵⁰ PRW's Front Porch Forum Post April 1, 2022: https://frontporchforum.com/areas/23/issues/5456#post_2747458

Recommended Additional Areas of Educational Outreach

The Task Force recommends the following additional areas of education:

- Education on preventing dog attacks & conflicts with other dogs & people
- Resource for new arrivals (either new residents of Burlington who have dogs, or current residents who get a new dog)
- How/when to report incidents & what information is helpful
- Guidelines for behavior of dogs in designated off-leash areas
- Education/information that can be distributed on the cards that accompany dog license tags
- Curriculum for community justice center, should a restorative justice approach be adopted for resolving violations of dog policies & ordinances.
- Low-cost spay/neuter outreach

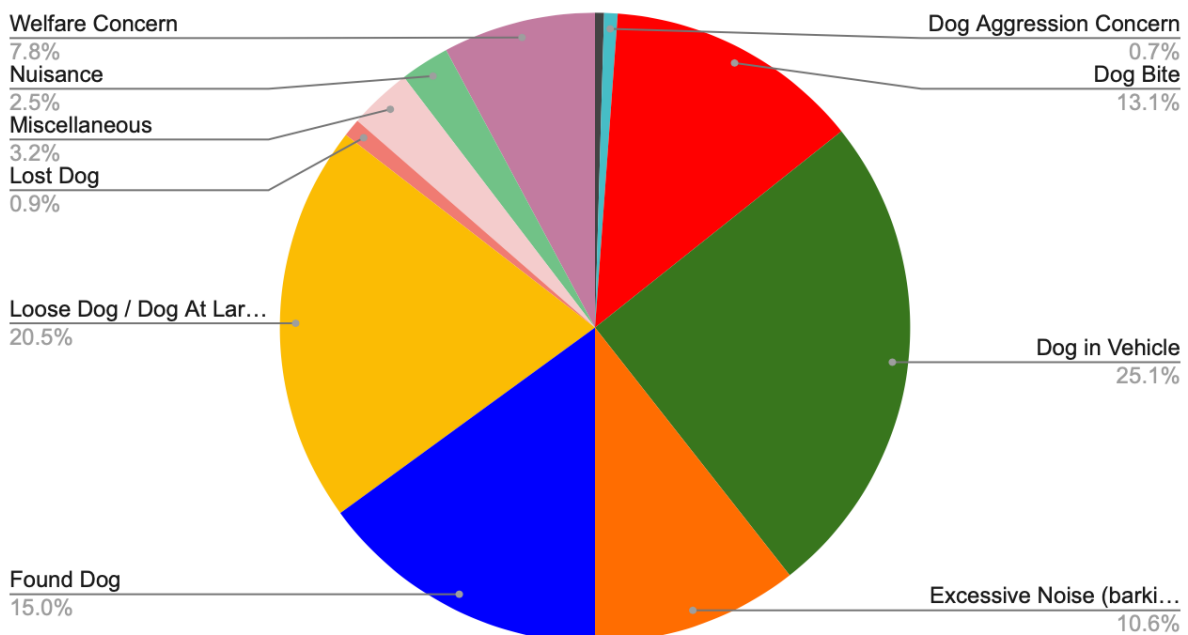
Appendix I: Data Summaries (Police Incident Reports, Off-Leash Survey)

The Task Force analyzed animal incident reports provided by the Burlington Police Department (BPD) and results of an off-leash survey conducted by the Department of Parks Recreation Waterfront (PRW).

2019 Dog and Cat Incident Reports Analysis

The Task Force analyzed data from 467 incidents involving companion animals (cats and dogs) that were reported in the calendar year 2019. The effort to summarize the data and analyze it was time-consuming, as the data were presented to the task force as individual PDF files with written details of each incident. To make sense of these written reports, a dataset was created by pulling the following variables from each report: date, time, incident number, origin of call, animal type, location of incident, incident details, and resolution. Incident details consisted of a summary of what was reported by the caller to dispatch. Resolution consisted of the responding officer's response and/or a more detailed description of the incident. The "Incident Type" variable in the data set was then broken down into dog-related or cat-related incidents, and assigned a category.

Dog Incidents in 2019

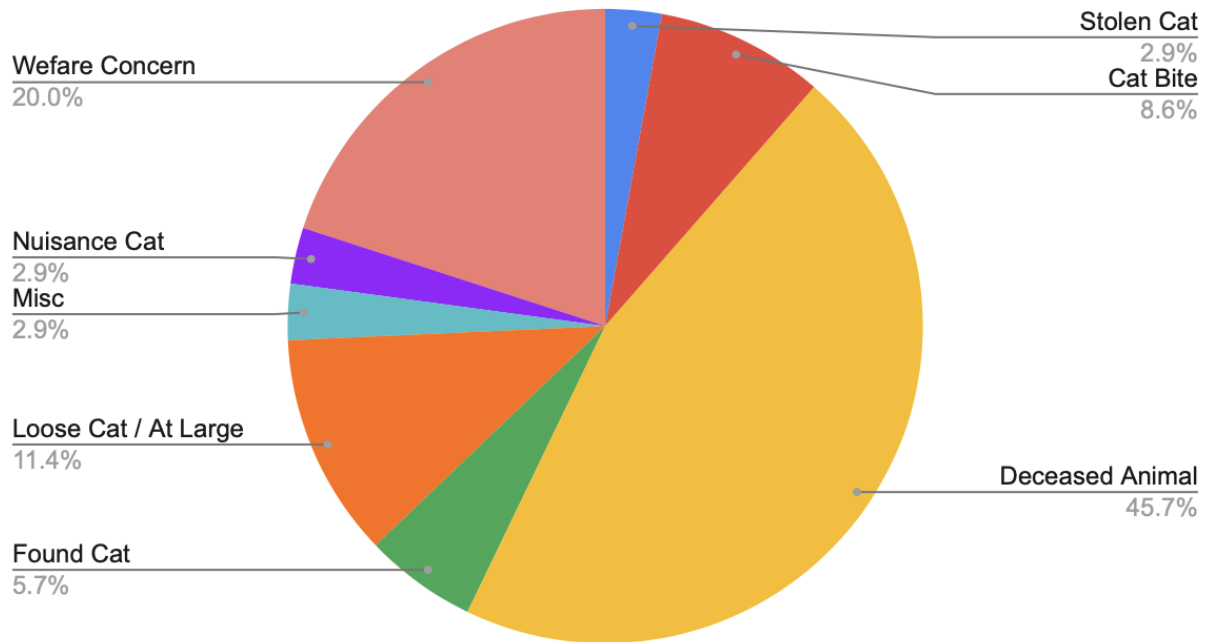


Dog-Related Incidents

Reported dog incidents were categorized as follows (in order by the number of incidents reported in 2019):

- *Dog in Vehicle*: Vehicle was gone on arrival (GOA), Dog did not appear to be in distress (guardian of vehicle not present or mentioned in the incident report), Dog did not appear to be in distress and the guardian returned to their vehicle and the officer was able to speak to the guardian about the dangers of leaving a dog in a car; or Dog was in distress. (109)
- *Loose Dog / Dog At Large*: (89)
- *Found Dog*: (65)
- *Dog Bite*: Dog bite to another dog, Dog bite to a person, Dog bite to both a dog/person, Dog bite to a cat, Dog bite to unknown person or animal. (57)
- *Excessive Noise*: Barking, whining, and/or howling (46)
- *Welfare Concern*: Issues related to an animal's well-being and safety including but not limited to possible animal neglect, animal abuse, and injured animals. (34)
- *Miscellaneous*: Examples are guardianship disputes, how to surrender an animal, requests for behavioral training assistance, and how to obtain care for an animal while the guardian is hospitalized. (14)
- *Nuisance*: (11)
- *Lost Dog*: (4)
- *Dog Aggression Concern*: (3)
- *Deceased Animal*: (2)

Animal Incidents: Cats 1/1/2019-12/31/2019



Cat-Related Incidents

- *Deceased Animal*: (15)
- *Welfare Concern*: (7) Issues related to an animal's well-being and safety including but not limited to possible animal neglect, animal abuse, and injured animals
- *Loose Cat / At Large*: (4)
- *Cat Bite*: (3)
- *Found Cat*: (2)
- *Miscellaneous*: Example: Request for behavioral training assistance. (1)

Cat Incident Reports. Almost half of police incident reports concerning domesticated cats involved the reporting of a deceased cat (45.7%). People reporting these incidents were concerned about cats and other cat related incidents included welfare concerns (20%), loose cats (11.4%), and found cats (5.7%). Cat bites made up 8.6% of all cat related incident reports. Because residents know that general issues with cats (cat welfare, lost cats, etc) are not handled by CSOs, the number of cat incidents is likely to be grossly underreported.

Spring 2023 Off-Leash Survey Analysis

Based on the work of the previous task force & work groups ([see Appendix K](#)), areas recommended for off-leash usage were reviewed by the committee based on current usage, and a proposal for areas to pilot was derived. This proposal was included in a survey to get feedback from the community. Based on feedback and information about current off-leash use by residents, the pilot areas were further revised. For example, Roosevelt and Schmanska were removed from consideration, based on quantitative survey opinions and written comments. Leddy Park Trails was also removed from consideration, in spite of quantitative results in favor of, due to important written considerations brought up by community members in the open comments portion.

Quantitative Survey Results

BURLINGTON PARKS OFF-LEASH SURVEY

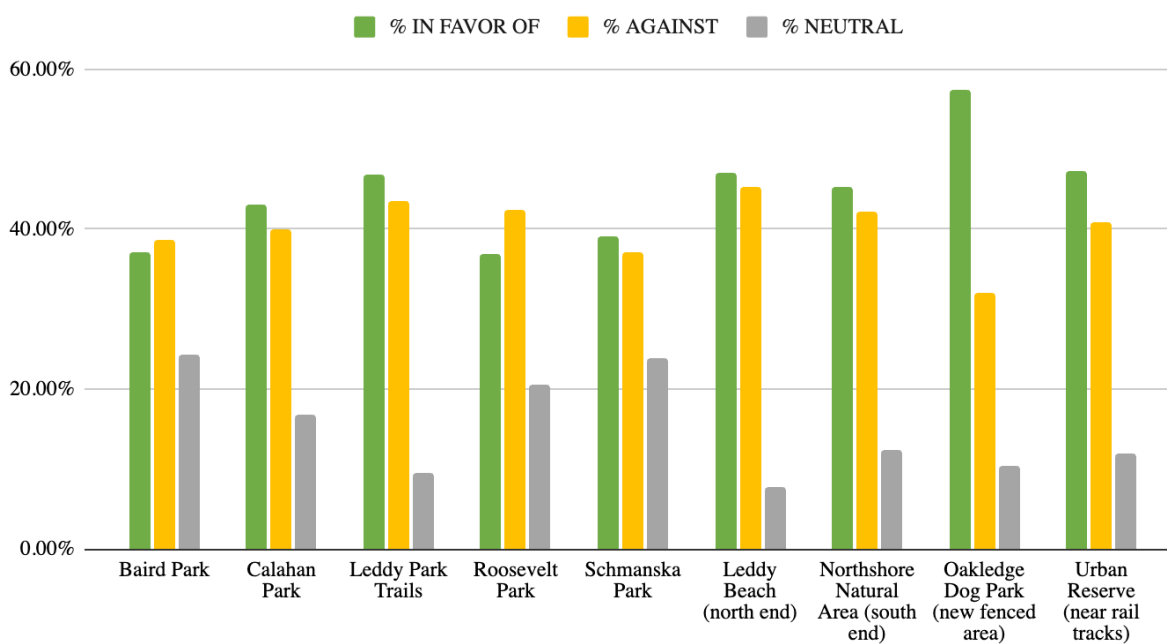


Fig. 5. Community members' opinions about proposed off-leash areas.

Table 4. Community members' opinions about proposed off-leash areas

LOCATION	IN FAVOR	AGAINST	NEUTRAL
Baird Park	353 (37.04%)	368 (38.61%)	232 (24.34%)
Calahan Park	422 (43.11%)	392 (40.04%)	165 (16.85%)
Leddy Park Trails	467 (46.93%)	433 (43.52%)	95 (9.55%)
Roosevelt Park	352 (36.9%)	405 (42.45%)	197 (20.65%)
Schmanska Park	369 (39.13%)	349 (37.01%)	225 (23.86%)
Leddy Beach (north end)	445 (46.99%)	429 (45.30%)	73 (7.71%)
Northshore Natural Area (south end)	414 (45.25%)	387 (42.30%)	114 (12.46%)
Oakledge Dog Park (new fenced area)	542 (57.48%)	303 (32.13%)	98 (10.39%)
Urban Reserve (near rail tracks)	433 (47.22%)	375 (40.89%)	109 (11.89%)

Qualitative Survey Results (Analysis/Coding of Written Comments)

In addition to the quantitative survey collected, the Task Force compiled 631 written comments from respondents providing additional opinions and suggestions regarding off-leash areas and dog parks (61% of respondents left one or more comments). Many comments focused on specific proposed locations, or suggested additional locations not included in the survey. Comments fell into the following categories or theme (in order by the number of comments received in the categories):

- *Appreciate off-leash areas as option:* Commenters felt there were not enough off-leash areas or appreciated the city was investigating additional off-leash spaces for dogs. (202)
- *Dog parks only:* Commenters felt off-leash areas should only be provided strictly in fenced-in dog parks designated for dogs, and that there should not be designated unfenced areas. (143)
- *Nuisance behavior / Environmental impact.* Commenters expressed concern over the negative impact of dogs in general - contributing to noise, annoying people, or trampling local plants/killing wildlife especially in conservation areas. (122)

-
- *Enforcement & Reporting:* Commenters asked for more accessible complaint forms, stronger consequences for existing ordinance infractions, or complained that they never saw enforcement happen, and this made them leery of offering off-leash areas. (121)
 - *Park-specific.* Commenters made a comment about a specific park, such as requesting we consider Smalley Park for off-leash. (100)
 - *Safety.* Commenters were concerned about aggressive dogs, or dogs jumping on/injuring people (small children were often mentioned). (67)
 - *Time/season complexity:* Commenters felt the initial survey's multiple sets of disparate times per individual park would lead to a lot of confusion and possibly be difficult to enforce. (39)
 - *Comments for other public land-owners.* Commenters suggested offering areas not governed by the city of Burlington as possibilities for off-leash. (38)
 - *Education:* Commenters asked for increased education around rules, requested more signage and clarity so that community members knew which rules applied in which parks and where. (25)
 - *Cultural impact.* Commenters expressed concern for individuals whose cultural or religious practices may be adversely affected by allowing off-leash dogs in unfenced spaces (this was especially common in reference to Roosevelt Park) (17)
 - *Neighborhood park concerns.* Commenters made suggestions for specific parks. (17)
 - *Tag / Permit Concept.* Commenters thought that some off-leash areas should be provided on a tag or permit basis. (16)
 - *Accessibility.* Commenters were concerned about more off-leash spaces being accessible to people who don't have cars and need to walk their dogs to an available off-leash area. (10)
 - *Comparison to other cities.* Commenters made positive or negative comparisons of Burlington to other cities (usually to complain that Burlington was not dog-friendly enough, but sometimes to complain that it was too dog-friendly). (8)
 - *No off-leash.* Commenters felt dogs should not be allowed off-leash anywhere in Burlington. (6)
 - *No additional comment.* 39% of respondents did not leave a comment

After reviewing the written comments and quantitative data, decisions were made to remove the following proposed off-leash areas from consideration by the Parks Commission as a pilot, for the reasons stated below:

- Leddy Trails (concerns about wildlife disruption)
- Roosevelt Park (concerns about aversive effect on neighborhood cultural practices)
- Baird Park (concerns about how close the proposed dog play area would be to the children's playground)

The survey also collected feedback from respondents on areas that had not been included, to see if there should be additional areas considered.

- Smalley Park came up frequently and as a result, Smalley was added to the list of pilot areas.
- Many commenters requested additional locations not under the purview of PRW to be made off-leash (for example, Red Rocks or Ethan Allan Homestead, both of which require dogs to be on-leash and are not part of PRW).

Appendix J: Task Force Progress Reports to City Council PACC Committee

The Task Force submitted progress reports to the [City Council PACC Committee](#) on the following dates.

2022-03-01

2023-02-23

2023-08-23

Appendix K: History of Prior Task Force Work

In 1998, the City chose to pilot five locations for off-leash areas. They included Starr Farm Park, Urban Reserve, Intervale, Schmanska and Oakledge Park. Two areas, Starr Farm and Urban Reserve, exist today as off-leash fenced parks. The language for the program still exists in the City Ordinances under Appendix D, section 7, Rules and Regulations of the Burlington Parks and Recreation Park. The section became no longer enforceable in approximately 2002 as the pilot ran out without any information that indicates that the City Council took action.

In 2011, the City Council created a work group to revise and formalize the pilot program started in 1998. After two years, the workgroup recommended that the South, Center and North end of the City all have options for dogs off-leash. They also specified four parks off-leash areas would not be permitted including Burlington Greenway, Battery Park, City Hall Park and Champlain Street Park. They suggested that Starr Farm and Urban Reserve fenced dog parks be listed in the ordinance and that the non-fenced areas be listed in a new off-leash dog policy rather than an ordinance. The off-leash dog policy would be approved by the Parks Commission and not through City Council.

The suggested off-leash areas from the 2011-2013 report included Leddy Park, Oakledge Park, Calahan Park, Schmanska Park, Waterfront Park (in addition to the fenced area), and Roosevelt Park. It was a mix of year-round and seasonal and any time of day to specified times of day. The Parks, Recreation & Waterfront (BPRW) department started a Parks

Comprehensive Plan process around the time of the final report. With that process starting, the decision was made to pause the off-leash work to see what came out of the comprehensive plan. It did not get picked back up again following the release of the 2015 Comprehensive Plan.

In 2019, the current BPRW Director started to move forward with the work from 2011-2013 meeting with PACC and the Parks Commission. The suggestion was made by the Parks Commission to survey the community as quite a bit of time had passed from the 2011-2013 work. Before sending out the survey, the pandemic hit and once again, the project stalled.

Second Amendment to Second Amended and Restated Development Agreement

This Second Amendment to Second Amended and Restated Development Agreement (this “Second Amendment”) is entered into as of _____, 2024 (the “Effective Date”) by and between the **City of Burlington**, a Vermont municipal corporation (the “City”) and **Cityplace Partners LLC**, a Vermont limited liability company (“Owner”). The City and Owner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Background

A. The Parties entered into that certain Second Amended and Restated Development Agreement, dated November 9, 2022 (“ARDA 2.0”), to facilitate Owner’s development of the CPP Property and the City Property with the Revised Project.

B. Also on November 9, 2022, the Parties entered into that certain CityPlace – ARDA 2.0 Escrow Agreement (the “ARDA 2.0 Escrow Agreement”), through which the Parties placed into escrow with the Escrow Agent (as defined therein) certain documents in connection with the implementation of ARDA 2.0. As provided in Section 4(d) of the First Amendment (as defined in Recital D below), the Parties acknowledge and agree (i) that the “Initial Transaction Documents” (as defined in the ARDA 2.0 Escrow Agreement) have been released from escrow, (ii) that the “MPI Transaction Documents” remain in escrow as of the Effective Date, and (iii) that the terms of the ARDA 2.0 Escrow Agreement remain in full force and effect and will survive any transfer of the CPP Property.

C. The Parties, acting through their designated representatives as provided in Section 20 of ARDA 2.0, entered into that certain Letter Agreement dated as of January 15, 2023 to memorialize the Parties’ understanding with respect to certain milestones to have been accomplished under ARDA 2.0 by such date (the “January 15 Letter Agreement”). As provided in Section 2 of the First Amendment (as defined in Recital D below), the Parties (i) ratified and affirmed the January 15 Letter Agreement and incorporated the terms of the January 15 Letter Agreement into ARDA 2.0, (ii) agreed that any express conflict between the terms of the January 15 Letter Agreement and ARDA 2.0 would be resolved in favor of the January 15 Letter Agreement, and (iii) agreed that except as expressly modified by the terms of the January 15 Letter Agreement, the terms of ARDA 2.0 would remain in full force and effect.

D. Section 4(c) of ARDA 2.0 sets forth certain conditions which were to have been met by various specified dates precedent to the City’s obligation to issue TIF debt as anticipated in ARDA 2.0. Certain of such conditions were timely met, but certain other of such conditions would not have been met in time for the City to issue TIF debt by the legislatively prescribed deadline of June 30, 2023. Accordingly, the Parties entered into that certain First Amendment to Second Amended and Restated Development Agreement, dated June 6, 2023 (the “First Amendment”), to amend ARDA 2.0 (i) to address the terms and conditions by which the City would extend the time for the satisfaction of certain conditions of ARDA 2.0 and issue TIF debt on an interim basis pending satisfaction of such unsatisfied conditions, and (ii) to provide for other matters as described therein. Pursuant to Section 5 of the First Amendment, the Parties agreed (a) that any conflict between the terms of the First Amendment and ARDA 2.0 (as affected by the January 15 Letter Agreement) would be resolved in favor of the First Amendment, and (b) that except as expressly modified by the terms of the First

Amendment, the terms of ARDA 2.0 (as affected by the January 15 Letter Agreement) would remain in full force and effect.

E. Construction of the Revised Project has progressed since the time of the First Amendment, and the Parties now wish to further amend ARDA 2.0 to provide for the matters described herein.

NOW THEREFORE, in consideration of the covenants, considerations and mutual benefits set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Owner agree as follows:

1. Recitals / Defined Terms. The background recitals set forth above are hereby incorporated herein by reference as if the same were fully set forth herein. Any initially capitalized term used in this Second Amendment and not otherwise defined in this Second Amendment shall have the meaning provided for such term in ARDA 2.0. References in this Second Amendment to particular sections of ARDA 2.0, the January 15 Letter Agreement, or the First Amendment shall refer to the sections of the applicable document. Otherwise, as used in this Second Amendment, the term “ARDA 2.0” means ARDA 2.0 as amended by the January 15 Letter Agreement and the First Amendment.
2. City Grant Funding Election. Further to Section 4(c) of the First Amendment, the City has made its Grant Funding Election as provided in Section 25(a) of ARDA 2.0.
3. Progress Payments. Section 4(d)(iv) of ARDA 2.0 expressly provides that Owner is not entitled to reimbursement of TIF Eligible Costs on a progress basis. As provided in Section 4(f) of the First Amendment, the City agreed to allow a conditional exception to Section 4(d)(iv) of ARDA 2.0 by adding a sentence to the end of Section 4(d)(iv) of ARDA 2.0. By this Second Amendment, the Parties hereby agree that the following shall supersede and replace such additional sentence and shall constitute the terms by which the City will reimburse TIF Eligible Costs to Owner on a progress basis:

“Notwithstanding the foregoing, if the Owner (A) has entered into and closed construction financing for one or more guaranteed maximum price TIF Construction Contract(s) for (1) the entirety of at least one building tower Phase of the Revised Project and (2) the entirety of the PI Scope One consistent with the Final Budget, and (B) has entered into performance assurances that are satisfactory to the City (in the City’s sole reasonable discretion) to secure performance under such TIF Construction Contract(s), including without limitation performance assurances guarantying completion of the entirety of the PI Scope One, then and in such event, the City will agree to process progress payments to reimburse Owner for agreed-upon TIF Eligible Costs, provided that (x) any such reimbursement will be subject to and made in accordance with the TIF Waterfall (e.g. the City will not reimburse Tier 2 costs under the TIF Waterfall until Tier 1 costs have been fully reimbursed or otherwise reserved), (y) any such reimbursement will be limited by the amount of TIF debt that the Revised Project would reasonably support based on the TIF Construction Contract(s) that Owner has then entered into subject to the conditions above, and (z) any such reimbursement will be subject to the requirements of this Agreement for release of funds as well as City directed protocol/requirements for

documentation, lien release, retainage, timing for payment, etc.”

4. PI Scope One. The Parties acknowledge that prior to the Effective Date of this Second Amendment, the PI Scope One was defined in the January 15 Letter Agreement to comprise all of the Final Public Improvement Plans work except for the PI Scope Two as set forth on Exhibit A to the January 15 Letter Agreement. In order to allow progress payments as provided in Section 3 of this Second Amendment, the Parties agree that the following items are added to the PI Scope One as defined in the January 15 Letter Agreement: Construction of so much of Pine Street and St. Paul Street as is required to provide base paved vehicular access to the parking garage entrances of the Revised Project and the 100 Bank Street building from, as applicable, Bank Street and Cherry Street.

Further, for ease of reference, the Parties restate and affirm a portion of Paragraph 1 of the January 15 Letter Agreement as follows:

“The Parties acknowledge that (a) the allocation of the Public Improvements into PI Scope One and PI Scope Two may require later adjustment in response to changed circumstances (e.g., site/construction conditions, further details concerning the Grant Funding opportunity, etc.), and (b) Owner's phasing plans are not finalized at this time such that the Parties are unable to identify specifically which portions of the Public Improvements will be constructed and delivered with each Phase of the Revised Project. The Parties will continue to work cooperatively and in good faith to make adjustments to the PI Scope One and the PI Scope Two as necessary in response to changed circumstances and to address the allocation of Public Improvements by Phase of the Revised Project as the Revised Project progresses.”

The Parties acknowledge that such additional adjustments, if any, may be made by separate letter agreement entered into through the Parties’ designated representatives as provided in Section 20 of ARDA 2.0.

5. TIF Waterfall. The Parties acknowledge that prior to the Effective Date of this Second Amendment, the TIF Waterfall was defined by Section 3(h)(ii)(J) of ARDA 2.0, as amended (i) by Sections 25(d) and 25(e) of ARDA 2.0 (such amendment occurring by virtue of the City having made its Grant Funding Election), and (ii) by Paragraph 4 of the January 15 Letter Agreement (such amendment eliminating Tier 3 of the TIF Waterfall). In order to allow progress payments as provided in Section 3 of this Second Amendment, the Parties agree that the following shall supersede and replace the definition of the TIF Waterfall in ARDA 2.0:

“ a. Tier 1, to reimburse the City for the City’s TIF Eligible Costs for Public Improvements and Additional Public Improvements up to a cap of \$1,000,000, plus the amount of the City’s payment to 100 Bank, LLC to acquire necessary rights to construct the Public Improvements on Parcel 1 and Parcel 3 and to use and enjoy Parcel 1 and Parcel 3 as public right of way as further provided in Section 4(g)(i) below, plus \$3,000,000, representing the City’s matching funds required in order for the City to obtain the Grant Funding (collectively, the “City Tier 1 Cap”).

- b. Tier 2, to reimburse the Owner for Owner's TIF Eligible Costs incurred on or after September 5, 2020 in connection with any completed and delivered Public Improvements in PI Scope One.
 - c. There is no Tier 3.
 - d. Tier 4, to reimburse Owner for any TIF Eligible Costs incurred prior to September 5, 2020 in connection with any completed and delivered Public Improvements in PI Scope One.
 - e. The City shall be solely entitled to all of the Available TIF Amount remaining after Owner has been fully reimbursed its TIF Eligible Costs in connection with any completed and delivered Public Improvements in PI Scope One under Tier 2 and Tier 4 of the TIF Waterfall."
6. Further Adjustments to Revised Project. Section 4(e) of the First Amendment provided for Owner to amend the Revised Project to accomplish certain modifications as specified in such Section 4(e). Owner now proposes the following additional modifications:
- a. Instead of the +/- 427 residential housing units referenced in Recital H of ARDA 2.0, the 424 residential housing units referenced in Section 2(b) of ARDA 2.0, and the range of +/- 400-495 residential housing units and +/- 140 hotel rooms referenced in Section 4(e)(ii) of the First Amendment, the Revised Project would allow for not less than 350 residential housing units and a maximum of 350 hotel rooms, all within a maximum total of +/- 740,000 square feet and no more than 10 stories.
 - b. Owner wishes to clarify that the total +/- 3,000 square feet of Community Space referenced in Recital H of ARDA 2.0 may be provided among multiple meeting room spaces within the Revised Project.

Subject to the final, unappealable approval of such modifications, to the extent required, the City agrees that, as applicable, Recital H of ARDA 2.0, Section 2(b) of ARDA 2.0, and Section 4(e)(ii) of the First Amendment will be considered amended by this Second Amendment to account for the modifications described in this Section 6, and the terms "Revised Project" and "Revised DRB Approval" will thereafter mean the Revised Project and the Revised DRB Approval as so modified. Owner agrees that, if the Community Space is provided in more than one location within the Revised Project, the rooms comprising the Community Space shall each contain no less than +/- 1,000 square feet. Owner agrees that the operation of the Community Space will be subject to Memorandum of Understanding to be agreed upon by the Parties in furtherance of the Parties' anticipated coordination with respect to the Community Space as set forth in Section 2(f) of ARDA 2.0. The amendments to the Revised Project and the Revised DRB Approval accomplished by this Section 6 are limited to the express modifications as set forth herein.

7. Phasing of Revised Project. Prior to the Effective Date of this Second Amendment, ARDA 2.0 anticipated that Owner would construct the Private Improvements in up to four (4) Phases and would have obtained Completion of the entirety of the Revised Project on or

prior to November 1, 2025. The Parties acknowledge that Owner presently intends to construct the Private Improvements in two (2) Phases consisting of (i) a south tower comprised of approximately 180,000 square feet of floor area (the “South Tower”), and (ii) a north tower comprised of approximately 400,000 square feet of floor area (the “North Tower”) (neither amount of square footage including area with the parking garage). The Owner’s construction schedule anticipates completion of the South Tower in the first quarter of 2025 and completion of the North Tower no later than June 30, 2026. To accommodate Owner’s revised construction schedule, the Parties agree that (i) the Outside PI Completion Date shall be June 30, 2026 instead of November 1, 2025 (as set forth in Section 1(h) of ARDA 2.0 and as reconfirmed in Paragraph 6 of the January 15 Letter Agreement), and (ii) the date by which Owner shall have obtained Completion of the entirety of the Revised Project shall be June 30, 2026 instead of November 1, 2025 (as set forth in Section 4(c)(ii)(I) of ARDA 2.0).

8. Inclusionary Housing.

- a. Section 2 of ARDA 2.0 addresses the provision of Inclusionary Units within the Revised Project. The second paragraph of such Section stated the intention, but not the requirement, of the Owner to meet its obligations with respect to the Inclusionary Units by transferring one of the Phases of the Revised Project for ownership and development by a non-profit affordable housing provider. The Parties acknowledge that such a transfer is no longer presently contemplated by Owner. The Parties agree that references within ARDA 2.0 a “non-profit affordable housing provider” will not be applicable under Owners current plan.
- b. In addition to those modifications described in Section 6 of this Second Amendment, Owner has made application for a further amendment to the Revised Project to provide an option for Owner to locate the entirety of the Inclusionary Units within the North Tower alone. It is the intention of the City to support such option under the following conditions:
 - i. that such application is approved;
 - ii. that a temporary certificate of occupancy may be issued for the South Tower on the condition that (i) Owner has entered into a TIF Construction Contract and closed on construction financing for the North Tower, (ii) Owner has commenced vertical construction on the North Tower above the Podium, and (iii) all of the Inclusionary Units are on schedule to be completed and available for occupancy in the North Tower no later than June 30, 2026;
 - iii. that a minimum of twenty percent (20%) of the residential units within the South Tower (the “South Tower IZ Reserved Units”) be leased for a term that ends on or before June 30, 2026 so that the South Tower IZ Reserved Units will be available as Inclusionary Units as of July 1, 2026 in the event all of the Inclusionary Units are not completed and available for occupancy within the North Tower on or before June 30, 2026; and

- iv. that, in the event all of the Inclusionary Units are not completed and available for occupancy within the North Tower on or before June 30, 2026, the South Tower IZ Reserved Units are occupied as Inclusionary Units until such time, if ever, that all of the Inclusionary Units are completed and available for occupancy in the North Tower.
- c. Nothing in ARDA 2.0 is intended to waive or reduce the obligations of Owner under Article 9 of the City of Burlington Comprehensive Development Ordinance, which is entitled “Inclusionary and Replacement Housing”.
- d. Owner may determine in its sole discretion to pursue (or not) the option to locate the entirety of the Inclusionary Units within the North Tower alone. Owner shall retain the option to locate Inclusionary Units within the South Tower as required by Article 9 of the City of Burlington Comprehensive Development Ordinance and ARDA 2.0.

9. TIF Financing.

- a. ARDA 2.0 Conditions to TIF Debt Issuance.
 - i. ARDA 2.0 sets forth certain conditions, including but not limited to those set forth in Section 4(c) of ARDA 2.0, to be met by various specified dates precedent to the City’s obligation to incur TIF debt as anticipated in ARDA 2.0. As set out in Section 3(a) of the First Amendment, the Parties acknowledged that certain of such conditions had been timely met, while others of such conditions had not been met and would not be met prior to June 30, 2023 – the last day pursuant to State legislation by which the City could issue TIF debt.
 - ii. The Parties acknowledge that the unmet conditions precedent remain unmet as of the Effective Date of this Second Amendment because Owner has yet to finalize its development or financing plans for the Revised Project beyond the Podium. As a result of that fact, the City remains unable to determine the Available TIF Amount because the Available TIF Amount is intended to be determined based on the tax increment that would be generated by more than the Podium. Stated another way: although Owner has provided a TIF Construction Contract in an amount sufficient to satisfy the conditions to issuance of TIF debt, Owner has yet to enter into TIF Construction Contracts (or related financings and performance assurances as required under ARDA 2.0) to demonstrate sufficient future tax increment to support the issuance of TIF debt.
 - iii. The Parties acknowledge that ARDA 2.0 expressly provides the City the right (to be exercised, or not, in the City’s sole and absolute discretion) to waive (in whole or in part) or extend the dates by which the unmet conditions of Section 4(c) of ARDA 2.0 must be completed.
- b. Interim TIF Financing. Pursuant to and subject to the terms of the First Amendment,

the City issued the Interim TIF Debt in the principal amount of \$18,840,000 in full compliance with the legislative requirements and VEPC approvals for the issuance of the TIF debt prior to June 30, 2023. The Interim TIF Debt will mature on May 31, 2024. The issuance of the Interim TIF Debt, in effect, provided Owner additional time to finalize its development and financing plans for the Revised Project and thus allowed the City additional time to determine the Available TIF Amount on which the City could issue permanent TIF debt.

c. Extension of Interim TIF Financing.

- i. As provided in and subject to the terms of Section 3(c) of the First Amendment, the City agreed that upon maturity of the Interim TIF Debt the City would refinance the Interim TIF Debt by issuing new interim TIF debt or permanent TIF debt in an amount that was supportable by the Available TIF Amount, with Owner remaining obligated to satisfy all of the conditions to issuance of TIF debt set forth in Section 4(c) of ARDA 2.0 (as the same had been extended by the City as provided in Section 3(d) of the First Amendment), including, without limitation, the obligation to pay the TIF Borrowing Costs associated with the new interim TIF debt or permanent TIF debt, and with the Parties further agreeing to cooperate to amend the TIF Debt Escrow Agreement if necessary to address the new interim TIF debt or permanent TIF debt.
- ii. As provided in the First Amendment, City's agreement to issue new interim TIF debt or permanent TIF debt was made subject to Owner having satisfied the remaining conditions to the City's obligation to incur TIF debt as anticipated in ARDA 2.0 no later than March 31, 2024.
- iii. As of the Effective Date of this Second Amendment, Owner anticipates that it will not be able to fully satisfy the remaining conditions to the City's obligation to incur TIF debt as anticipated in ARDA 2.0 by March 31, 2024.
- iv. Pursuant to its reserved authority under ARDA 2.0, the City hereby extends the time to satisfy the unmet conditions to the issuance of the TIF debt set forth in Section 4(c) of ARDA 2.0 to September 30, 2024. If Owner is in default of ARDA 2.0, as amended, then in such event (in addition to the City's other remedies under ARDA 2.0, as amended, and at law and in equity) the City may unilaterally impose new deadlines for the satisfaction of any such unmet conditions. Owner agrees that the City's limited agreement in this Second Amendment to extend the time for the satisfaction of certain conditions set forth in the ARDA 2.0 will not be construed to require the City to grant any future such extension or modification.
- v. Subject to the terms and conditions set forth below in this Section 9(c)(v), and provided Owner shall not be in default of any material obligations under ARDA 2.0, as amended, the City will, upon maturity of the Interim TIF Debt, refinance the Interim TIF Debt by issuing new interim TIF debt in the

principal amount of \$18,840,000. Owner will remain obligated to satisfy all of the conditions to issuance of TIF debt set forth in Section 4(c) of ARDA 2.0 (as the same have been extended by the City as provided in Section 9(c)(iv)), including, without limitation, the obligation to pay the TIF Borrowing Costs associated with the new interim TIF debt as follows:

1. Owner will maintain the Minimum Escrow Balance of \$500,000 in the TIF Debt Escrow Account held by Community Bank, N.A. pursuant to the TIF Debt Escrow Agreement. Notwithstanding the foregoing, if at any time while the Interim TIF Debt is outstanding the interest rate the City earns on the proceeds of the Interim TIF Debt drops below two percent (2%), Owner shall, within fifteen (15) business days following notice of the same from the City, increase the Minimum Escrow Balance to an amount equal to \$760,000.
2. The City will credit any net income earned by the City through the investment of the proceeds of the Interim TIF Debt against Owner's obligation to pay TIF Borrowing Costs with respect to the Interim TIF Debt.
3. On or before the date that is sixty (60) days prior to the maturity date of the Interim TIF Debt (as reissued), or, as applicable, the refinancing of the Interim TIF Debt, the City will invoice Owner for the Net TIF Borrowing Costs, if any, expected to be due at maturity of the Interim TIF Debt (as reissued), or, as applicable, upon refinancing. Following the maturity of the Interim TIF Debt (as reissued), or, as applicable, the refinancing of the Interim TIF Debt, the City will invoice Owner for any remaining Net TIF Borrowing Costs incurred by the City through maturity of the Interim TIF Debt (as reissued), or, as applicable, upon refinancing, and not previously reimbursed by Owner.
4. Owner will pay the City such invoiced amounts within fifteen (15) business days of Owner's receipt of the invoices, and the Owner may draw on the TIF Debt Escrow Account to do so. If Owner fails to timely pay any properly invoiced amount(s), the City shall have the right to demand payment from the TIF Debt Escrow Account, and pursuant to the TIF Debt Escrow Agreement, the TIF Debt Escrow Agent shall pay the City such amount(s) within five (5) business days of TIF Debt Escrow Agent's receipt of the City's demand.
5. The TIF Debt Escrow Agreement will terminate upon final satisfaction by Owner of the TIF Borrowing Costs incurred with respect to the Interim TIF Debt (as reissued) and any remaining funds, if any, in the TIF Debt Escrow Account shall be returned to Owner within fifteen (15) days of such satisfaction of the TIF Borrowing Costs incurred.

d. Permanent TIF Financing.

- i. Owner will proceed diligently to enter into TIF Construction Contracts (and related financings and performance assurances as required by ARDA 2.0) for all Phases of the Revised Project, including, without limitation, the full scope of the Public Improvements consistent with Owner's obligation to complete the Public Improvements prior to the Outside PI Completion Date.
- ii. Thereafter, the City will determine the Available TIF Amount in coordination with Owner following the City's receipt of sufficient information (e.g. applicable TIF Construction Contracts, and final program including uses, square footage and unit/room counts with associated floor plans) from Owner to enable the City to make such determination.
- iii. Subject to Section 9(d)(iv) below, following satisfaction of the conditions set forth in Sections 9(d)(i) and (ii) above, if ever, and provided Owner shall not be in default of any material obligations under ARDA 2.0, as amended, the City will, upon maturity of the Interim TIF Debt (as reissued), or sooner at the City's election, refinance the Interim TIF Debt (as reissued) by issuing new interim TIF debt or permanent TIF debt in an amount that is supportable by the Available TIF Amount. Owner will remain obligated to satisfy all of the conditions to issuance of TIF debt set forth in Section 4(c) of ARDA 2.0 (as the same have been extended by the City as provided herein), including, without limitation, the obligation to pay the TIF Borrowing Costs associated with the new interim TIF debt or permanent TIF debt, and the Parties will cooperate to amend the TIF Debt Escrow Agreement if necessary to address the new interim TIF debt or permanent TIF debt.
- iv. Notwithstanding anything to the contrary, if (A) the conditions set forth in Sections 9(c)(i) and (ii) above are not satisfied prior to September 30, 2024 and/or (B) Owner defaults under ARDA 2.0, as amended, the City will have, in addition to all of its remedies under ARDA 2.0, as amended, and otherwise at law or in equity, no obligation to issue further TIF debt including, without limitation, the permanent TIF debt, and the City shall not be obligated to reimburse Owner, and Owner shall have no right to reimbursement from the City, for TIF Eligible Costs. In no event shall the failure of the above-stated conditions to be satisfied eliminate, diminish, or otherwise affect the obligation of Owner to construct and equip the Public Improvements concurrent with the construction of the Revised Project.

10. Municipal Fees. Owner acknowledges that it has received the full benefit of Section 4(i)(i)(A) of ARDA 2.0 and that Owner will be responsible to pay municipal zoning fees for any future amendments to the Revised Project and without credit given under Section 4(i)(i)(B) of ARDA 2.0.

11. Ratification of ARDA 2.0. Any conflict between the terms of this Second Amendment and ARDA 2.0 will be resolved in favor of this Second Amendment. Except as expressly

modified by the terms of this Second Amendment, the terms of ARDA 2.0 remain in full force and effect and are hereby ratified and affirmed by the Parties. Except as expressly set forth herein, this Second Amendment does not waive or modify any rights or obligations under ARDA 2.0.

12. Counterparts. This Second Amendment may be executed in any number of counterparts, any or all of which may contain the signatures of less than all the Parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though one originally executed document. Signatures to this Second Amendment transmitted by electronic means shall be valid and effective to bind the Party so signing.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Second Amendment is executed by the duly authorized officers or representatives of the Parties as of the Effective Date.

CITYPLACE PARTNERS LLC

By: _____
Name: _____
Title: Managing Member

STATE OF _____
_____ COUNTY, SS.

At _____, in said County and State, this ____ day of _____, 2024 personally appeared _____, to me known, being the Managing Member of Cityplace Partners LLC, and he acknowledged this instrument, by him signed, to be his free act and deed individually and on behalf of the entities on which he acted.

Before me _____
Notary Public
Commission Expires: _____
Commission Number: _____

CITY OF BURLINGTON

By: _____
Name: Miro Weinberger
Title: Mayor

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ____ day of _____. 2024 personally appeared Miro Weinberger, to me known, being the Mayor of the City of Burlington, and he acknowledged this instrument, by him signed, to be his free act and deed and the free act and deed of the City of Burlington.

Before me _____
Notary Public
Commission Expires: _____
Commission Number: _____

MEMORANDUM

TO: Burlington City Council

FROM: Tim Sampson, Esq.

DATE: February 8, 2024

RE: **CityPlace – ARDA 2.0 – Second Amendment**

This Memorandum summarizes the material changes to ARDA 2.0 as set forth in the proposed Second Amendment to ARDA 2.0 (the “Second Amendment”).

1. Context: The Second Amendment follows:
 - a. ARDA 2.0 (November 9, 2022)
 - b. January 15, 2023 Letter Agreement (January 15, 2023)
 - c. First Amendment to ARDA 2.0 (June 6, 2023)
2. Status of Revised Project: As you can plainly see, the Revised Project is now well underway. Construction of the South Tower has “topped out”, and construction of the foundation of the North Tower is well underway. City Place Partners (“CPP”) have closed on a transaction by which The Giri Group, a well-capitalized developer, has joined the CPP partnership, and the participation of CHT in the Revised Project is no longer anticipated. CPP expects to close on construction financing for the South Tower imminently, and they expect to close on construction financing for the North Tower no later than the third quarter of 2024. CPP expects to complete the South Tower in the first quarter of 2025, and they expect to complete the North Tower no later than the end of the second quarter of 2026.
3. Development Program: CPP proposes the following changes to the development program:
 - a. Current Program: ARDA 2.0 anticipates over 400 Residential Units and approximately 140 Hotel Rooms in approximately 730,000 SF of space (including garage)
 - b. Proposed Program: CPP now proposes a minimum of 350 Residential Units (in ~ 340,000 SF) and a maximum of 350 Hotel Rooms (in ~ 186,000 SF). Together with Retail (~ 40,000 SF), parking (~ 172,000 SF) and other ancillary spaces, the project will include ~ 740,000 SF of space. Note: the ratio of residential space to hotel space is approximately 2/3 Residential to 1/3 hotel.

- c. Notes:
 - i. The Revised Project continues to provide a substantial number of new Residential Units (at least 350). This remains a far stronger residential program than the ~ 272 units envisioned with the original CityPlace Development Agreement (October 2017). Note: Hotel Rooms are smaller than Residential Units, so more Hotel Rooms can be provided with only a fractional reduction in Residential Units.
 - ii. Allowing the change enables The Giri Group's participation in the Revised Project, strengthening the finances of the Revised Project and increasing the likelihood it will continue to completion without further delays.
 - iii. The Second Amendment will also reflect a clarification that the anticipated ~ 3,000 SF of Community Space may be provided in multiple meeting room spaces of not less than 1,000 SF each, shared with and likely managed by the hotels, with the permanent public rights to the use of the space stewarded by CEDO. The City team believes this is a preferable outcome that will allow greater flexibility for public users of the Community Space. ARDA 2.0 is not explicit that the Community Space occur in a single location, so this is more of a clarification than a modification.
- 4. Phasing/Timing: CPP proposes the following changes to the phasing/timing of the Revised Project:
 - a. Current Phasing/Timing: ARDA 2.0 anticipates three Building Tower Phases over a Podium phase and common garage. That includes the South Tower, the North Tower, and the West/CHT Tower. ARDA 2.0 anticipates the South Tower and the North Tower would be completed by November 1, 2025 and that the West/CHT Tower would be completed by November 1, 2026.
 - b. Proposed Phasing/Timing: CPP now proposes two Building Tower Phases over a common garage. In effect the former West/CHT Tower would be included in the North Tower, and the former Podium phase would be subsumed within the two Building Towers. Construction of the South Tower has "topped out", and construction of the foundation of the North Tower is underway. CPP expects to complete the South Tower in the first quarter of 2025, and they expect to complete the North Tower no later than the end of the second quarter of 2026.
 - c. Notes: The extensions of the outside date with respect to the North Tower from November 1, 2025 to June 30, 2026 is within the current ARDA 2.0 timeline anticipated for final completion of the Revised Project (November 2026) when CHT was anticipated to construct the West/CHT Tower.
- 5. Inclusionary Housing: CPP proposes the following changes to the Inclusionary Housing component of the Revised Project:
 - a. ARDA 2.0 anticipates that CHT would build the West/CHT Tower. Please note that CHT's participation is not a requirement of ARDA 2.0. It was simply the

expectation at the time. At this time, CHT will no longer be a part of the Revised Project.

- b. With CHT no longer a part of the Revised Project, CPP will provide the required inclusionary housing units (“IZ Units”) without public support.
- c. CPP proposes to seek approvals (zoning and/or DRB, as applicable) to locate the IZ Units solely within the North Tower (the larger of the two buildings, comprising approximately 2/3 of the total square footage). The design of Revised Project is such that it is more efficient for CPP to provide all the IZ Units within the larger North Tower.
- d. The ability to allocate the IZ Units by phase is allowable under the IZ Ordinance, but CPP’s current approvals for the Revised Project do not currently anticipate such an allocation.
- e. The Second Amendment proposes the following conditions under which the City would support CPP’s proposal to locate all the IZ Units in the North Tower:
 - i. CPP’s zoning/DRB application allowing the modification is approved;
 - ii. CPP has entered into a Construction Contract and closed on Construction Financing for the North Tower;
 - iii. CPP has commenced construction of the North Tower with a schedule to allow occupancy of the IZ Units in the North Tower no later than July 1, 2026;
 - iv. CPP has leased a minimum of 20% of the units in the South Tower for a term that will end on or before June 30, 2026; and
 - v. CPP will make such units in the South Tower available as IZ Units as of July 1, 2026 if all the IZ Units are not provided in the North Tower by that time.
- f. Notes:
 - i. The withdrawal of CHT from the Revised Project has the effect of allowing CHT to reallocate public subsidies (tax credits, grants, etc.) for affordable housing to a new project at Cambrian Rise. Together with the IZ Units that CPP will provide at CityPlace without public subsidy, this will result in more affordable units City-wide than would have resulted from CHT’s participation in CityPlace. Specifically, ARDA 2.0 with CHT would have yielded 80 IZ units at CityPlace. As proposed, CityPlace will provide 73 IZ units with CHT providing another 70 units at Cambrian rise for a total of 143 IZ units (representing a net increase of 63 IZ units).
 - ii. The South Tower is substantially smaller than the North Tower, so the total number of IZ Units that may be deferred until the North Tower is completed is approximately 8-10 (the actual number would be 20% of the final unit count in the South Tower).
 - iii. Since ARDA 2.0 currently anticipates the West/CHT Tower would have provided all of the IZ Units in the Revised Project, CPP’s current proposal actually advances by four months the timing for the IZ Units to be made available (from November 1, 2026 to July 1, 2026).
 - iv. Since the timing for completion of the North Tower is proposed to be extended to June 30, 2026, 8-10 IZ Units that would have otherwise been in the South Tower (to be completed by November 1, 2025) could be

deferred by seven months, but the conditions outlined above ensure that, in any event, these 8-10 IZ Units will be available sooner than they would have been under the former CHT proposal as currently anticipated by ARDA 2.0.

6. Progress Payments: CPP proposes the following changes to its ability to receive Progress Payments for its Public Improvements work:
 - a. Current: Under ARDA 2.0, Progress Payments may commence following CPP closing on construction financing for both the South Tower and the North Tower.
 - b. Proposed: CPP proposes that Progress Payments commence following CPP closing on construction financing for the South Tower alone.
 - c. The Second Amendment proposes the following conditions under which the City would support such a change:
 - i. payments to CPP would be limited to an amount supported by the TIF Increment expected to be generated by the South Tower alone;
 - ii. the City would be reimbursed first for the City's eligible costs related to the Public Improvement work, including an additional \$250,000 to the City than is anticipated under ARDA 2.0, and including a reservation of \$3M representing the City's matching funds required to access the federal grants to complete the Public Improvement work;
 - iii. the TIF Waterfall is revised accordingly to preserve the City's first right to reimbursement.
 - d. Notes: This modification simply advances the timing for Progress Payments that is currently anticipated in ARDA 2.0. The proposed conditions protect the City's interests and ensures there will be sufficient TIF allocation available to reimburse and finish paying the City's costs of the Public Improvement work.
7. TIF Financing: The Second Amendment will include a section to bring forward certain existing terms and conditions related to the TIF Financing.
 - a. Current: Pursuant to ARDA 2.0, the City issued Interim, 1-year TIF Debt in June 2023. ARDA 2.0 anticipates that CPP would have finalized construction contracting/financing for the entire project by March 31, 2024 so that the aggregate TIF Increment could be determined and permanent financing issued. ARDA 2.0 contemplates the possibility that the Interim debt would be rolled over into another Interim note.
 - b. Proposed: CPP does not expect to have finalized construction contracting/financing for the entire project by March 31, 2024, so the parties anticipate the City will roll over the existing Interim TIF debt on another short-term basis (likely one year) sometime in the second quarter of 2024. The Second Amendment sets forth the provisions for this subject to CPP continuing to ensure the City is made whole with respect to the City's borrowing costs.
 - c. Notes:

- i. This is the same interim debt structure the deal currently operates under. The Second Amendment simply confirms the extension of the interim financing.
- ii. Since the issuance of the Interim TIF Debt in June 2023, the City has not, on a net basis, incurred any borrowing costs given relative interest rates for the City's borrowing and savings.

I close with an editorial note. As I have described to the Council on previous occasions, urban redevelopment projects are complicated, difficult, and ever subject to changing circumstances. Any development agreement can only reflect a "snapshot in time". We know what has happened, but we can only chart a course for what is expected to come. What actually comes is, of course, often affected by previously unknown circumstances, and the project must adjust. The fact that the City is faced with another amendment to ARDA 2.0 should not be a surprise to anyone, and, candidly, a project this complex may well require further amendment before it is done. In my opinion, the modifications currently proposed fall well within what I would consider the tolerance of expected (even if unforeseen) changes for a complex project that has clearly made enormous progress since ARDA 2.0 was first entered into in November 2022.

22535444.7

Resolution Relating to

SUPPORTING STUDENTS AND EDUCATORS THROUGH
STATEWIDE EDUCATION TAX RELIEF

RESOLUTION_____

Sponsor(s): Councilors Traverse, Paul,
Barlow, Carpenter

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

- 1 That WHEREAS, the State of Vermont raises education funds through several tax sources, including a state
- 2 education property tax; and
- 3 WHEREAS, the Commissioner of the Vermont Department of Taxes conducts an annual “Equalization
- 4 Study” that includes the calculation of a “Common Level of Appraisal” (CLA), which is a statistic that
- 5 measures how the appraised value of properties on each municipal grand list compares to fair market value;
- 6 and
- 7 WHEREAS, the CLA is used each year to equalize education taxes statewide with the goal of having
- 8 properties of equal value pay equal amounts in school taxes; and
- 9 WHEREAS, when appraised values on a grand list get further away from fair market value on a year-
- 10 to-year basis, a municipality’s CLA will decrease and, in order to equalize a municipality’s education tax
- 11 contribution, the State requires that the municipality increase its property taxes; and
- 12 WHEREAS, the State notifies each municipality of its CLA in an Equalization Study Results Letter
- 13 which, in recent years, has generally been received in Burlington prior to the winter school break; and
- 14 WHEREAS, the Equalization Study Results Letter for FY25, dated January 5, 2024, did not arrive in
- 15 Burlington until after winter break:

Date of Past Equalization Study Results Letters	CLA
January 5, 2024	87.83%
December 23, 2022	95.33%
December 23, 2021	104.41%
December 23, 2020	72.12%
December 20, 2019	74.77%
December 24, 2018	77.65%
December 18, 2017	79.42%
December 22, 2016	82.42%

(year of citywide reappraisal)

WHEREAS, the CLA reflected in the January 5, 2024 letter is 87.83%—a 7.5% decrease from the prior year—representing a historically large decrease that is attributable to the unprecedented growth in the price of housing in Vermont, particularly in Chittenden County, where the median price of a single-family home has grown from \$339,000 in 2020 to \$450,000 in 2023; and

WHEREAS, Burlington’s surrounding communities were notified of even steeper decreases to their CLA, with South Burlington decreasing by 10.43%, Winooski decreasing by 8.85%, and Shelburne decreasing by 8.53%; and

WHEREAS, across the State of Vermont, many communities are similarly grappling with the impact of significant decreases to their CLA: 9.06% in Brattleboro, 9.62% in Waterbury, 7.99% in Rutland City, 9.98% in Stowe, 10.84% in Hartford, and 7.02% in Middlebury, among many other examples; and

WHEREAS, these historically large decreases to the CLA will statutorily require historically large increases to the education tax rate in many of Vermont’s largest communities; and

WHEREAS, in addition to facing historically large State-mandated increases to their education tax rate, Burlington taxpayers are primarily responsible for funding the construction of a new high school and technical center to replace a building that was closed by the Vermont Department of Health; and

WHEREAS, the Burlington School District (“BSD”) has also needed to absorb the substantial cost associated with leasing temporary space for displaced high school students; and

WHEREAS, in large part due to the necessary costs of the voter-approved bond to construct a new high school and technical center, coupled with absence of a statewide school construction aide program, the education tax rate in Burlington was already projected to increase by 5% prior to the application of any tax increase necessitated by the CLA; and

WHEREAS, because of the CLA, the projected education tax rate associated with BSD’s FY25 budget increased from 5% to 13.97%; and

WHEREAS, in order to place BSD’s FY25 budget on Burlington’s Town Meeting Day ballot, BSD’s school board was required to vote on it at its meeting on January 16, 2024; and

WHEREAS, between the January 5, 2024 date of the State’s Equalization Study Results Letter and the school board meeting on January 16, 2024, BSD was provided eleven days to fully analyze the unanticipated multi-million dollar tax increase associated with Burlington’s CLA; and

WHEREAS, the budget analysis conducted by BSD in this limited timeframe revealed that bringing Burlington’s education tax rate back down to just below 10% would require the catastrophic layoff of nearly 50 teachers, and that fully accounting for the CLA increase and bringing Burlington’s education tax rate back down to approximately 5% would require the elimination of nearly 75 teaching positions;

48 NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor of Burlington express their
49 gratitude to the Burlington School District and the School Board for developing a FY25 budget that balances
50 the construction costs of building our new high school and technical center with the need to maintain
51 operations and academic excellence in our schools; and

52 BE IT FURTHER RESOLVED that the City Council and Mayor of Burlington express their concern
53 that unprecedented tax increases associated with the State-calculated CLA may endanger the passage of school
54 budgets here in Burlington and across the State; and

55 BE IT FURTHER RESOLVED that the City Council and Mayor of Burlington further express their
56 concern about the consequences for our kids and community that would result from the FY25 school budget
57 failing on Town Meeting Day; and

58 BE IT FURTHER RESOLVED that the City Council and Mayor of Burlington call on the Governor
59 and General Assembly to act with urgency to take all reasonable steps to mitigate the immediate impact of the
60 unprecedented tax increases associated with the CLA; and

61 BE IT FURTHER RESOLVED that the City Council and Mayor of Burlington further encourage the
62 Governor and General Assembly to more generally review the sustainability of Vermont's current education
63 financing system, which largely relies on the value of real estate, and ask that this review at least include the
64 following: (1) the viability of reestablishing a school construction aide program and, more immediately, how
65 to better support Burlington taxpayers who are bearing the costs associated with the State-mandated closure of
66 our high school; (2) consideration of alternative revenue sources other than property taxes; and (3) if the State
67 continues to conduct an Equalization Study and require CLA-related tax increases, whether improvements can
68 be made to the current system, including, but not limited to, providing municipalities earlier notification of
69 Equalization Study results; and

70 BE IT FURTHER RESOLVED that the City Council and Mayor of Burlington also reaffirm their
71 steadfast support for Act 127 and the improvements made to student equity by adjusting the school funding
72 formula to better support economically disadvantaged students and English language learners; and

73 BE IT FURTHER RESOLVED that the City Council and Mayor of Burlington respectfully request
74 that the General Assembly and Governor, when determining how to best mitigate the immediate impact of
75 unprecedented CLA-related tax increases, not consider further adjustments to the school funding formula
76 under Act 127; and

77 BE IT FURTHER RESOLVED that if the General Assembly and Governor consider amendments to
78 those provisions of Act 127 that temporarily capped school budget-related tax increases to 5%, the City
79 Council and Mayor of Burlington respectfully ask that lawmakers remain mindful of the impact this action

80 may have on the taxpayers of Burlington, where school budget tax increases are largely driven by non-
81 discretionary costs, particularly related to the cost of replacing the high school technical center that was
82 subject to a State-mandated closures; and

83 BE IT FURTHER RESOLVED that this resolution shall be transmitted to: Governor Phil Scott;
84 Lieutenant Governor David Zuckerman; Rep. Jill Krowinski, Speaker of the House; Sen. Phil Baruth,
85 President Pro Tempore; Rep. Emilie Kornheiser, Chair of the House Committee on Ways and Means; Rep.
86 Peter Conlon, Chair of the House Committee on Education; Rep. Diane Lanpher, Chair of the House
87 Committee on Appropriations; Sen. Ann Cummings, Chair of the Senate Committee on Finance; Sen. Brian
88 Campion, Chair of the Senate Committee on Education; and Sen. Jane Kitchel, Chair of the Senate Committee
89 on Appropriations.

90

91

92 BT/Resolutions 2024/*Supporting Students and Educators Through Statewide Education Tax Relief*

93 February 8, 2024

Resolution Relating to

SUPPORTING STUDENTS AND EDUCATORS THROUGH STATEWIDE EDUCATION TAX RELIEF

RESOLUTION 9.5.

Sponsor(s): Councilors Traverse, Paul,
Barlow, Carpenter

Introduced: 02/12/24

Referred to: _____

Action: adopted

Date: 02/12/24

Signed by Mayor: 02/16/24

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

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13 which, in recent years, has generally been received in Burlington prior to the winter school break; and

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December 18, 2017	79.42%
December 22, 2016	82.42%

(year of citywide reappraisal)

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20
..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

WHEREAS, the CLA reflected in the January 5, 2024 letter is 87.83%—a 7.5% decrease from the prior year—representing a historically large decrease that is attributable to the unprecedented growth in the price of housing in Vermont, particularly in Chittenden County, where the median price of a single-family home has grown from \$339,000 in 2020 to \$450,000 in 2023; and

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* * * * *

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Adopted by the City Council

....., 20

..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

NOW, THEREFORE, BE IT RESOLVED that the City Council and Mayor of Burlington express their gratitude to the Burlington School District and the School Board for developing a FY25 budget that balances the construction costs of building our new high school and technical center with the need to maintain operations and academic excellence in our schools; and

BE IT FURTHER RESOLVED that the City Council and Mayor of Burlington express their concern that unprecedented tax increases associated with the State-calculated CLA may endanger the passage of school budgets here in Burlington and across the State; and

BE IT FURTHER RESOLVED that the City Council and Mayor of Burlington further express their concern about the consequences for our kids and community that would result from the FY25 school budget failing on Town Meeting Day; and

BE IT FURTHER RESOLVED that the City Council and Mayor of Burlington call on the Governor and General Assembly to act with urgency to take all reasonable steps to mitigate the immediate impact of the unprecedented tax increases associated with the CLA; and

BE IT FURTHER RESOLVED that the City Council and Mayor of Burlington further encourage the Governor and General Assembly to more generally review the sustainability of Vermont's current education financing system, which largely relies on the value of real estate, and ask that this review at least include the following: (1) the viability of reestablishing a school construction aide program and, more immediately, how to better support Burlington taxpayers who are bearing the costs associated with the State-mandated closure of our high school; (2) consideration of alternative revenue sources other than property taxes; and (3) if the State continues to conduct an Equalization Study and require CLA-related tax increases, whether improvements can be made to the current system, including, but not limited to, providing municipalities earlier notification of Equalization Study results; and

BE IT FURTHER RESOLVED that the City Council and Mayor of Burlington also reaffirm their steadfast support for Act 127 and the improvements made to student equity by adjusting the school funding formula to better support economically disadvantaged students and English language learners; and

BE IT FURTHER RESOLVED that the City Council and Mayor of Burlington respectfully request that the General Assembly and Governor, when determining how to best mitigate the immediate impact of unprecedented CLA-related tax increases, not consider further adjustments to the school funding formula under Act 127; and

BE IT FURTHER RESOLVED that if the General Assembly and Governor consider amendments to those provisions of Act 127 that temporarily capped school budget-related tax increases to 5%, the City Council and Mayor of Burlington respectfully ask that lawmakers remain mindful of the impact this action

* * * * *

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ORIGINAL

RESOLUTION RELATING TO

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.....
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Adopted by the City Council

....., 20
..... Clerk

Approved....., 20

..... Mayor

Vol. Page

Attest:

* * * * *

may have on the taxpayers of Burlington, where school budget tax increases are largely driven by non-discretionary costs, particularly related to the cost of replacing the high school technical center that was subject to a State-mandated closure; and

BE IT FURTHER RESOLVED that this resolution shall be transmitted to: Governor Phil Scott; Lieutenant Governor David Zuckerman; Rep. Jill Krowinski, Speaker of the House; Sen. Phil Baruth, President Pro Tempore; Rep. Emilie Kornheiser, Chair of the House Committee on Ways and Means; Rep. Peter Conlon, Chair of the House Committee on Education; Rep. Diane Lanpher, Chair of the House Committee on Appropriations; Sen. Ann Cummings, Chair of the Senate Committee on Finance; Sen. Brian Campion, Chair of the Senate Committee on Education; and Sen. Jane Kitchel, Chair of the Senate Committee on Appropriations.

BT/Resolutions 2024/*Supporting Students and Educators Through Statewide Education Tax Relief*
February 8, 2024

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

as listed on last page

ORIGINAL

RESOLUTION RELATING TO

Supporting..Students..And..Educators..Through Statewide Education Tax Relief

.....

.....

Adopted by the City Council

February 12....., 20 24.....

..... Clerk

Approved February 16, 20 24.....

..... Mayor

Vol. Page

Attest:

Lori Olberg
Licensing and Records Coordinator

* * * * *



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOX
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Laura Wheelock, PE, Senior Public Works Engineer
Julia Ursaki, PE, Public Works Engineer

DATE: February 5, 2024 (BOF); February 12, 2024 (CC)

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE Division Director of Technical Services/City Engineer
Megan Moir, Division Director – Water Resources
Kara Alnasrawi, Director of Business & Workforce Development
Brian Pine, Director of the Community & Economic Development Office
Alex Bacheller, Workforce Development Manager

RE: RAISE Reconnecting Downtown Grant Acceptance associated with the BTC
Public Improvements Project

Request:

The Department of Public Works ("DPW") is requesting Board of Finance and City Council approval for the City to amend the existing Grant Agreement CA0811 to accept the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant for construction of the Great Streets Bank and Cherry project, to build two new segments of Saint Paul Street and Pine Street, and for a workforce development program. The grant amount is \$22,384,000 to be paid upfront by the City of Burlington and then reimbursed by VTTrans, with no local match.

Background of the RAISE Reconnecting Downtown Project

The RAISE Reconnecting Downtown Project is part of the overall project related to the CityPlace Burlington Town Center (BTC) Waterfront Tax Increment Financing (TIF) District Public Improvements, Great Streets Bank & Cherry, and Congressionally Directed Spending (CDS) – Cherry Street. This grant funding will support reconstruction of Bank Street and Cherry Street to Great Street standards and new street construction for the segments of St Paul Street and Pine Street between Bank Street and Cherry Street.

The RAISE grant is funded by the United States Department of Transportation (USDOT) and will be administered through the Vermont Agency of Transportation (VTTrans). Because of the connection between the CDS and RAISE grants in this overall project, VTTrans chose to unite the CDS grant and RAISE grant under one project name and number, for a total grant amount of \$37,384,000, including the previously authorized \$12,000,000 in federal dollars and \$3,000,000

local match for the CDS project. Budgets and invoicing for all work will be managed and tracked separately based on funding source (See Table 3 below). Because the two funding sources are united under one project, we will be amending our CDS CD23(1) Grant Agreement CA0811 to accept this RAISE Grant for \$22,384,000, in addition to the previously authorized \$15,000,000 in CDS grant funds and local match (Attachment 1). In addition to the amendment to Grant Agreement CA0811, the City also seeks approval to execute USDOT's RAISE grant agreement (Attachment 2), which defines the project scope, the City's reporting responsibilities, and other project details. The USDOT RAISE grant agreement was approved by USDOT for execution January 22, 2024.

The Reconnecting Downtown project is a generational reinvestment that will balance all of the uses of our public right of way to create a public realm that will foster community, grow tourism and celebrate Vermont's vitality while providing infrastructure to protect Lake Champlain, one of the State's most valuable resources. The project:

- Unites the Church Street Marketplace with waterfront areas that residents and businesses have repeatedly identified as needing quality, accessible connections
- Provides more comfortable connections for people walking and biking between the Burlington Greenway and Church Street Marketplace, two of Burlington's largest destinations to grow tourism and increase mobility for all residents and visitors
- Will increase tourism and stimulate economic vitality by generating new local and state taxes, enabling property tax relief to Burlington residents
- Protect the water quality of Burlington Bay by limiting the stormwater loading on the City's main Wastewater Treatment Plant during storm events
- Includes a workforce development program, managed by Business and Workforce Development (BWD), that will develop training programs that positively impact underrepresented segments of our population and can offer on-the-job training related to the capital project.

The proposed project will transform Cherry Street and Bank Street into "Great Streets." It will also restore our downtown grid by building new street segments of Saint Paul Street and Pine Street as "Great Streets." The generational improvements will draw on key recommendations from the City's Transportation Plan, planBTV Downtown & Waterfront plan, planBTV Walk/Bike, City's Great Streets Standards, Clean Water Resiliency Plan, and Integrated Water Quality Plan. This project will showcase the positive impact a people-centered redevelopment of a community's downtown core and the success of a public right-of-way that integrates multi-modal accommodations, green infrastructure, and interactive spaces to create a model for future generations.

These street improvements, especially green stormwater infrastructure, will increase the City's operation and maintenance cost after the project is constructed. Additional staffing support to do maintenance on the green stormwater infrastructure, such as the pervious pavers and tree wells, will be required.

The Reconnecting Downtown Project grant is for a total of \$22,384,000 with **no local match**. Table 1 provides a breakdown of how these funds will be used.

Table 1. RAISE Grant Funds Breakdown

Use	Amount
Cherry Street (east of Church St) Great Streets Construction (DPW)	\$3,330,000
Bank Street Great Streets Construction (DPW)	\$12,200,000
New Street Segments: Pine St & St Paul St Great Streets Construction (DPW)	\$5,320,000
Workforce Development Program (BWD)	\$1,534,000
RAISE Grant Total	\$22,384,000

Table 2 below shows the forecast of grant fund spending by fiscal year for the City's cash flow planning.

Table 2. RAISE Grant Funds Forecast by Fiscal Year

Expense					
	FY24	FY25	FY26	FY27	Total
<i>G/L: 851-19-700.9500_100 BTC Improve- RAISE Reconnecting Downtown Burlington</i>					
	\$1,497,000.00	\$3,941,000.00	\$9,147,500.00	\$6,264,500.00	\$20,850,000.00
<i>G/L: 851-19-700.9500_110 BTC Improve- RAISE Workforce Development</i>					
	\$613,600.00	\$613,600.00	\$230,100.00	\$76,700.00	\$1,534,000.00
Total	\$2,110,600.00	\$4,554,600.00	\$9,377,600.00	\$6,341,200.00	\$22,384,000.00
Revenue					
	FY24	FY25	FY26	FY27	Total
<i>G/L: 851-19-700.4875_130 BTC Improve- RAISE Reconnecting Downtown Burlington</i>					
	\$1,497,000.00	\$3,941,000.00	\$9,147,500.00	\$6,264,500.00	\$20,850,000.00
<i>G/L: 851-19-700.4875_130 BTC Improve- Workforce Development</i>					
	\$613,600.00	\$613,600.00	\$230,100.00	\$76,700.00	\$1,534,000.00
Total	\$2,110,600.00	\$4,554,600.00	\$9,377,600.00	\$6,341,200.00	\$22,384,000.00

The Burlington City Council unanimously voted to support the Reconnecting Downtown project in May of 2018. The proposed reinvestment is also supported by many adjacent hospitality industry businesses along the two corridors.

The Burlington Public Works Commission voted to support the Reconnecting Downtown project in May of 2018.

In 2016, Burlington voters approved the Tax Increment Financing (TIF) for the project area where support for the redevelopment of the streets was presented with 59% percent of the voters supporting this request.

Funding for the Reconnecting Downtown Project

The RAISE Reconnecting Downtown Project is one component of this transformational project. The table below summarizes the various funding sources and uses for this overall project.

Table 3. Overall Project Funding Sources & Uses

The green cells in the table below are funds associated with the Leahy Congressionally Directed Spending (CDS) federal grant including the grant's local match, the blue cells are local or state funds being used for the BTC Public Improvements, and the orange cells are funds associated with the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) federal grant funds.

Funding Source	Funding Use/Portion of Project	Amount	Relevant BOF/CC Approvals
Leahy CDS	Cherry Street (west of Church St)	\$12,000,000.00	CDS Grant Agreement (CA0811) & Local Match Approval 9/11/2023
City Capital	Local Match - Cherry Street (west of Church St)	\$600,000.00	
Waterfront TIF	Local Match - Cherry Street (West of Church St)	\$2,400,000.00	
Waterfront TIF	Public Improvements for 2A portion of the work	\$16,000,000.00	City Place Public Improvements Construction Costs Approval 6/30/2023
Sales Tax Reallocation – 79 Pine Street	Public Improvements for 2A and 2B in the vicinity of 79 Pine St	\$480,052.00	Budget Amendment for 79 Pine Street Sales Tax Reallocation Funds for the BTC Public Improvements Project Approval 9/11/2023
Sales Tax Reallocation – 130 Bank Street	Public Improvements for 2A and 2B in the vicinity of 130 Bank Street	\$987,059.00	Seeking approval under separate agenda item
RAISE: Reconnecting Downtown	Bank Street, Cherry Street (east of Church St),	\$20,850,000.00	Current request for Grant Acceptance
RAISE: Workforce Development	Business & Workforce Development	\$1,534,000.00	Current request for Grant Acceptance
Total Project Budget		\$54,851,111.00	

DPW now seeks authorization to execute this amendment to our grant agreement CA0811 to accept the RAISE grant (Attachment 1). This grant will have the City incurring project expenses upfront and then seeking reimbursement under the grant for 100% of those expenses. DPW also seeks authorization for a budget amendment (Attachment 3) to add the RAISE funds to the project budget.

A map of these project areas and corresponding funding sources is included in Attachment 4.

External Cost Considerations

The RAISE grant did include allowances for replacement of some existing water mains based on evaluations conducted in 2018. The final design phase will evaluate other potential water resources infrastructure needs based on today's information, including increased water and sewer demand. However, at this time, there is not a funding source for such improvements and those would need to be secured in order to synch with this project.

Please note that while the addition of new stormwater infrastructure is highly beneficial in reducing stormwater inputs to the Main WWTP, this additional new infrastructure does increase long term operation and maintenance costs. Additional maintenance staffing will be necessary to ensure proper operation of this and other recent right of way projects (Champlain Parkway and Shelburne Roundabout as well as others).

Attachments

1. Amendment #1 to Cooperative Agreement CA0811 from the Vermont Agency of Transportation
2. US Department of Transportation Grant Agreement under the Fiscal Year 2023 RAISE Program
3. Draft Budget Amendment
4. Map of Overall Projects and Funding

Motions

Actions for Board of Finance:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute the Amendment #1 to Cooperative Agreement CA0811 from the Vermont Agency of Transportation to accept an additional grant amount of \$22,384,000 for construction of the Reconnecting Downtown Project, for an authorized RAISE grant acceptance in the amount of \$22,384,000, resulting in a total authorized grant acceptance amount of \$37,384,000, including a previously authorized CDS local match in the amount of \$3,000,000, with project costs to be paid upfront by the City of Burlington and then reimbursed by the Vermont Agency of Transportation with no local match, subject to approval by the City Attorney's Office.
2. To approve and recommend that the City Council authorize the Director of Public Works to execute the U.S. Department of Transportation Grant Agreement under the Fiscal Year 2023 Raise Program to define the scope of work, project schedule, and City's reporting responsibilities, subject to approval by the City Attorney's Office.
3. To approve and recommend that the City Council approve the necessary amendments to the BTC Public Improvements Project Budget – Great Streets Bank and Cherry Street Project Budget by adjusting the accounts as described herein and in the attach draft budget amendment form and further authorize the Chief Administrative or designee to effect all necessary transfer of funds in furtherance of such amendments.

Actions for City Council:

1. To authorize the Director of Public Works to execute the Amendment #1 to Cooperative Agreement CA0811 from the Vermont Agency of Transportation to accept an additional grant amount of \$22,384,000 for construction of the Reconnecting Downtown Project, for an authorized RAISE grant acceptance in the amount of \$22,384, resulting in a total authorized grant acceptance amount of \$37,384,000, including a previously authorized CDS local match in the amount of \$3,000,000, with project costs to be paid upfront by the City of Burlington and then reimbursed by the Vermont Agency of Transportation with no local match, subject to approval by the City Attorney's Office.
2. To authorize the Director of Public Works to execute the U.S. Department of Transportation Grant Agreement under the Fiscal Year 2023 Raise Program to define

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This material is available in alternative formats for persons with disabilities. To request an accommodation, please call 802.863.9094 (voice) or 802.863.0450 (TTY).

the scope of work, project schedule, and City's reporting responsibilities, subject to approval by the City Attorney's Office.

3. To approve necessary amendments to the BTC Public Improvements Project Budget – Great Streets Bank and Cherry Street Project Budget by adjusting the accounts as described herein and in the attached draft budget amendment form, and further authorize the Chief Administrative or designee to effect all necessary transfer of funds in furtherance of such amendments.

STATE OF VERMONT GRANT AMENDMENT

Part 2 – Grant Amendment

This is a Grant Amendment (hereinafter called “Amendment”) between the State of Vermont, Agency of Transportation (hereinafter called “State”), and the **City of Burlington**, (hereinafter called “Subrecipient”). The Agreement dated **September 19, 2023**, shall be modified as follows:

1. Award Details: Part 1 – Grant Award Detail is hereby deleted and replaced in its entirety with the revised Part 1 – Grant Award Detail attached and made a part hereof.
2. Attachments: Attachment A, Description of Project, and Scope of Work to be Performed by Subrecipient, 1. Project Location and description table, is hereby modified as below and is made a part hereof.

Town	Burlington
Location	Bank, Cherry, Pine, and St. Paul Streets
Description	Design and construction activities to rebuild Bank St., Cherry St., and sections of Pine St, St. Paul St., redevelop the area and improve the downtown to waterfront connection. Project includes workforce development activities.

3. Attachments: Attachment B, Payment Provision, 1. Funding Ratio, 5. Project Costs and Phases, and 7. Allocation of Funds by State, is hereby modified as below and is made a part hereof.

1a. Funding Ratio for Congressionally Directed Spending grant portion. Up to the maximum limiting amount (MLA) shown below, the State agrees to pay 80 % of the total Project costs eligible for federal participation, including, but not limited to, administration, engineering, right-of-way, utility, railroad relocation and construction costs, except for State’s review costs, which will be borne 100% by the State. The State shall not be responsible for expenses incurred by the Subrecipient except as specified in this Agreement.

Phase	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Subrecipient*	\$12,000,000	\$0	\$3,000,000	\$15,000,000

*The amounts noted may not reflect expenditures that were covered under prior agreements or contracts.

1b. Funding Ratio for RAISE FY2023 grant portion. Up to the maximum limiting amount (MLA) shown below, the State agrees to pay 100 % of the total Project costs eligible for federal participation, including, but not limited to, administration, engineering, right-of-way, utility, railroad relocation and construction costs, except for State’s review costs, which will be borne 100% by the State. The State shall not be responsible for expenses incurred by the Subrecipient except as specified in this Agreement.

Phase	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Subrecipient*	\$22,384,000	\$0	\$0	\$22,384,000

*The amounts noted may not reflect expenditures that were covered under prior agreements or contracts.

7. Allocation of Funds by STATE. Based on the Subrecipient's request for authorization to develop the Project, and subject to the availability of state and federal funds, the State agrees to make available to the Subrecipient a sum not to exceed **\$0** in State funds and **\$34,384,000** in federal-aid funds for engineering, right-of-way, utility, and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 5 above).

4. Attachments: Attachment E, Special Conditions, is hereby modified as below and is made a part hereof.
 1. 3-21-23 Allocation of Highway Infrastructure Programs designated in Division L of the Consolidated Appropriations Act of 2023[CFCA No. 20.205} Memorandum (Congressionally Directed Spending grant).
 2. 3-21-23 Allocation of Highway Infrastructure Programs designated in Division L of the Consolidated Appropriations Act of 2023[CFCA No. 20.205} Memorandum Attachment (Congressionally Directed Spending grant).
 3. This agreement is as anticipated in the Fiscal Year 2023 RAISE Grant Agreement - RAISE FY2023 FHWA General Terms and Conditions (June 23, 2023), section 3.7, between FHWA, City of Burlington and VTrans. A copy of the RAISE FY2023 Grant Agreement is attached and is made part of this agreement.
 4. Advance Construction for the RAISE FY2023 grant was approved by FHWA 09/25/23.
5. Attachments: Attachment F, Applicable Standards and Design Criteria, is hereby deleted in its entirety, and replaced by Attachment F, Applicable Standards and Design Criteria dated August 31, 2023, attached, and made a part hereof.

Except as modified by this or any existing Amendments, all other provisions of the original Agreement dated **September 19, 2023**, shall remain unchanged and in full force and effect.

* * * [Signature page follows] * * *

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AMENDMENT.

State of Vermont
Agency of Transportation

Subrecipient
City of Burlington

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 RAISE PROGRAM

This agreement is between the United States Department of Transportation (the “USDOT”) and the Vermont Agency of Transportation (VTrans) (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the Reconnecting Downtown Burlington project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient’s assistance and oversight.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS.

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2023 RAISE Program: FHWA Projects,” dated June 23, 2023, which is available at <https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements>. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions.
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

**SCHEDULE A
ADMINISTRATIVE INFORMATION**

1. Application.

Application Title: Reconnecting Downtown Burlington

Application Date: 2/28/2023

2. Recipient's Unique Entity Identifier.

See section 28.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Peter Pochop
Project Manager
Vermont Agency of Transportation
219 North Main Street, Barre VT 05641
802-477-3123
peter.pochop@vermont.gov

4. Recipient Key Personnel.

None.

5. USDOT Project Contact(s).

Jacqueline DeMent
Community Planner and Grants Manager
FHWA Vermont Division
87 State Street, Suite 216
802-828-4573
jacqueline.dement@dot.gov

6. Payment System.

USDOT Payment System: FMIS

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Division

8. Federal Award Identification Number.

See section 28.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: City of Burlington

Designated Subrecipient Project Contacts:

Julia Ursaki
Public Works Transportation Engineer
City of Burlington Department of Public Works
645 Pine Street, Burlington VT 05401
802-809-1355
jursaki@burlingtonvt.gov

Alex Bacheller
Workforce Development Manager
Business and Workforce Development, City of Burlington
131 Church Street, Suite 209, Burlington, VT 05401
802-829-6047
abacheller@burlingtonvt.gov

SCHEDULE B PROJECT ACTIVITIES

1. General Project Description.

This project will fund final design and construction activities to rebuild Bank Street, Cherry Street, and sections of Pine Street and St Paul Street, including workforce development activities.

2. Statement of Work.

Work to be completed under this project includes:

Preliminary Engineering (PE)

- Engineering design

- National Environmental Policy Act (NEPA) permitting

- Public outreach

- Workforce development activities

Right-of-Way (ROW)

- Property right acquisitions

Construction

- Component 1: Cherry Street. Workforce development activities, utility relocation, stormwater improvements, paving, and complete street improvements including sidewalk construction, furnishings, public art and streetscape upgrades to Burlington's Great Streets Standards along Cherry Street and its intersections.

- Component 2: Bank Street, Cherry Street, and New Street Segments. Workforce development activities, utility relocation, stormwater improvements, paving, and complete street improvements including sidewalk construction, furnishings, public art and streetscape upgrades to Burlington's Great Streets Standards along Bank Street, Cherry Street, and the new segments of Saint Paul Street and Pine Street (between Bank Street and Cherry Street).

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: 9/30/2030

Period of Performance End Date: See section 28.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Right-of-Way Certification	12/30/25
Planned PS&E Approval	06/30/26
Planned Construction Substantial Completion and Open to Traffic	09/30/29

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

RAISE Grant Amount: \$22,384,000

2. Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Portion of the Project	Portion of the RAISE Grant	Obligation Condition
Preliminary Engineering (PE)	\$4,284,000	
Right-of-Way	\$355,000	If the FHWA Vermont Division Office confirms the Recipient has met all the applicable Federal, State, and local requirements.
Component 1: Cherry Street	\$4,212,200	If the FHWA Vermont Division Office confirms the Recipient has met all the applicable Federal, State, and local requirements for work in contract.
Component 2: Bank Street, Cherry Street, and New Street Segments	\$13,532,800	If the FHWA Vermont Division Office confirms the Recipient has met all the applicable Federal, State, and local requirements for work in contract.

3. Approved Project Budget.

Eligible Project Costs					
	Preliminary Engineering	Right-of-Way	Component 1: Cherry Street	Component 2: Bank Street and New Street Segments	Total
RAISE	\$4,284,000	\$355,000	\$4,212,200	\$13,532,800	\$22,384,000
Funds:					
Other Federal	\$880,000	\$200,000	\$10,920,000	\$0	\$12,000,000
Funds:					
Non-Federal	\$220,000	\$50,000	\$2,730,000	\$0	\$3,000,000
Funds:					
Total:	\$5,384,000	\$605,000	\$17,862,200	\$13,352,800	\$37,384,000

4. Cost Classification Table

Reserved.

5. Approved Pre-award Costs

On September 25, 2023, VTrans sent a written request to the FHWA Vermont Division for advance construction (23 U.S.C. 115) authorization to initiate the PE Phase. VTrans requested advance construction for \$300,000 in RAISE Grant funds. The Division authorized advance construction on September 25, 2023.

Activities under that authorization are approved pre-award costs under 2 C.F.R. 200.458.

**SCHEDULE E
CHANGES FROM APPLICATION**

Scope: No changes.

Schedule: The schedule in this grant agreement differs from the schedule submitted in the grant application by two years. This is because the NEPA and ROW processes are starting later and will take longer than the City anticipated. The schedule submitted with the application had the NEPA documentation starting in early 2023 and had assumed that funds to begin this project would be available at that time. Additionally, the amount of time allotted for internal review by VTrans for both NEPA and ROW is more than the City originally anticipated. The City anticipates that construction will start by April 15, 2027.

The table below compares the Project milestone dates.

Milestone	Application	Agreement
Planned Construction Substantial Completion and Open to Traffic Date:	12/31/2026	9/30/2029

Budget: No changes.

Other: N/A

SCHEDULE F
RAISE PROGRAM DESIGNATIONS

1. Urban or Rural Designation.

Urban-Rural Designation: Rural

2. Capital or Planning Designation.

Capital-Planning Designation: Capital

3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: Yes

4. Funding Act.

Funding Act: FY 23

5. Security Risk Designation.

Security Risk Designation: Low

SCHEDULE G
RAISE PERFORMANCE MEASUREMENT INFORMATION

Study Area: Cherry Street at Saint Paul Street

Baseline Measurement Date: July 15, 2026

Baseline Report Date: September 15, 2026

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Severe Crashes	Safety Crash data from the State will be reported for the entire project study area.	Quarterly
Pedestrian Volumes	Environmental Sustainability, Mobility and Community Connectivity, Quality of Life Count collection should utilize industry standards, such as National Bicycle and Pedestrian Documentation Project methodology, Pedestrian and Bicycle Information Center resources, and protocols included in the FHWA Traffic Monitoring Guide.	Quarterly

SCHEDULE H CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Project significantly reduces transportation-related pollution, like air pollution and greenhouse gas emissions. <i>(Describe the expected reductions and how they are achieved in the supporting narrative below.)</i>
	The Project aligns with an applicable State, regional, or local carbon-reduction plan. <i>(Identify the plan in the supporting narrative below.)</i>
X	The Project addresses the disproportionate negative environmental impacts of transportation, such as exposure to elevated levels of air, water, and noise pollution. <i>(Describe how in the supporting narrative below.)</i>
	The Project implements transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible green space, and neighborhood centers. <i>(Describe how in the supporting narrative below.)</i>
	The Project shifts freight to lower-carbon travel modes to reduce emissions. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves the resiliency of at-risk infrastructure to withstand extreme weather events and natural disasters caused by climate change, such as by using best-available climate data sets, information resources, and decision-support tools, and incorporating best practices identified by the USDOT. <i>(Identify the at-risk infrastructure and describe how the project improves its resiliency in the supporting narrative below.)</i>
	The Project incorporates energy efficient investments, such as electrification or zero emission vehicle infrastructure. <i>(Describe the energy efficient investments in the supporting narrative below.)</i>
	The Project redevelops brownfield sites. <i>(Identify the brownfield sites and describe the redevelopment in the supporting narrative below.)</i>
	The Project removes, replaces, or restores culverts to improve passage of aquatic species. <i>(Identify the affected culverts and describe how the changes will improve the passage of aquatic species in the supporting narrative below.)</i>
	The Project avoids adverse impacts to air or water quality, wetlands, and endangered species. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes floodplain upgrades consistent with the Federal Flood Risk Management Standard in Executive Orders 14030 and 13690. <i>(Describe those floodplain upgrades in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The Project addresses the disproportionate negative environmental impacts of transportation, such as exposure to elevated levels of air, water, and noise pollution. *(Describe how in the supporting narrative below.)*

This project will repair the city of Burlington’s downtown street grid, and, in doing so reduce travel times, improve air quality by decreasing the amount and length of trips made by vehicles, and enhance the city’s active transportation network.

Reducing Pollutants & Addressing Disproportionate Impacts on Underserved Communities

Approximately 4,600 people live within ¼ mile of the project area. The USDOT defines this as an Area of Persistent Poverty, where residents experience very high rates of pollution and socioeconomic disadvantages when compared to the rest of Vermont. Here, residents are living above the 90th percentile for 95% of all EPA registered pollution hazards; and at the 100th percentile for exposures to air toxins that pose cancer and respiratory health risks.

This project will restitch the fabric of the downtown street grid. This connectivity will reduce travel times for all modes in the area and save 84.167 hours of travel per day. These reduced travel times will result in reduced greenhouse gas emissions and air and noise pollution – a significant benefit for the many underserved communities living in and traveling through the project area.

Transportation-Efficient Design, Modal Shifts to Active Transportation, and Net Zero 2030

Not only will this project reduce the amount of hours cars spend on downtown roadways, it will also add 0.75 miles of new downtown bikeways, 8,000 linear feet of new, accessible sidewalks, public art, and benches that make it easier and more functional for people to get where they need to go without a vehicle. This will further aid in the reduction of vehicle miles traveled through modal shift, as it creates critical connections to the Downtown Transit Center as well as modal shift to active transportation. Every mile that someone travels by non-motorized means keeps 0.73 pounds of greenhouse gas emissions out of the atmosphere, further reducing transportation-related air pollution and greenhouse gas emissions in this community.

SCHEDULE I
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Project increases affordable transportation choices. <i>(Describe how in the supporting narrative below.)</i>
X	The Project expands active transportation usage. <i>(Describe how in the supporting narrative below.)</i>
X	The Project significantly reduces vehicle dependence. <i>(Describe how in the supporting narrative below.)</i>
	The Project reduces transportation and housing cost burdens by integrating mixed use development and a diversity of housing types (including affordable housing) with multimodal transportation infrastructure. <i>(Describe how in the supporting narrative below.)</i>
X	The Project coordinates and integrates land use, affordable housing, and transportation planning to create more livable communities and expand travel choices. <i>(Describe how in the supporting narrative below.)</i>
	The Project reduces vehicle dependence and improves access to daily destinations, such as jobs, healthcare, grocery stores, schools, places of worship, recreation, or parks, such as by adding new facilities that promote walking or biking. <i>(Describe how in the supporting narrative below.)</i>
	The Project implements transit-oriented development that benefits existing residents and businesses. <i>(Describe how in the supporting narrative below, including a specific description of the benefits to <u>existing</u> residents and businesses.)</i>
	The Project mitigates urban heat islands to protect the health of at-risk residents, outdoor workers, and others. <i>(Describe how in the supporting narrative below.)</i>
	The Project proactively addresses racial equity. <i>(Describe how in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. <i>(Describe those actions in the supporting narrative below.)</i>

	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The Project coordinates and integrates land use, affordable housing, and transportation planning to create more livable communities and expand travel choices. *(Describe how in the supporting narrative below.)*

The reconnection of Bank Street with Cherry Street and the coordinated mixed-use development will provide direct, multi-modal access to everything that makes a livable community and improves residents' quality of life: transportation choices, food, neighbors, outdoor space, vibrant sidewalks and plazas, and employment. This project will reduce automobile dependency and transportation-related expenses that are a burden to many households. In turn, residents will have an opportunity to convert their transportation expenses toward housing, food, and self-care.

Integrating Affordable Housing, Land Use, and More Livable Communities

Burlington's historic zoning policies directly impacted the disparities that downtown residents face, but this project will offer new opportunities to directly improve the quality of life for the disadvantaged communities living in the project area through access to new affordable house, terraces, gardens, retail, restaurants and businesses integrated with downtown's street grid that will be reconstructed with this project. These mixed-use additions will begin to redress the limited housing availability, high rental costs, limited infrastructure for social connectivity, and high costs of auto-dependent transportation for residents already living with financial stress and language barriers.

The fragmented street network after Urban Renewal separated working-class communities and made the alternative routes – now carrying higher volumes of traffic – less appealing to walk, bike, or connect with people outside. The public-private partnership to Reconnect Downtown Burlington will establish new transportation infrastructure that directly improves system-wide connectivity based on clear, consistent public feedback.

Increasing Affordable Transportation Choices & Reducing Vehicle Dependence

planBTV Downtown & Waterfront, planBTV Walk Bike, and nearly every recent comprehensive plan for Burlington acknowledges that pedestrian mobility should

be the highest priority in the downtown. This project makes every effort to reduce reliance on single occupant vehicles, increase transit use, increase connectivity of the bike network, and allow people to live, work, play, and move freely.

Burlington's Great Streets create an appealing environment and new connections that will reduce vehicle dependence in the project area. This project will widen sidewalks, add benches, bike racks, and street trees; capture stormwater and beautify the street with raingardens; add bicycle boulevards; improve access to transit; and create an environment that invites people to connect between the downtown, waterfront, and surrounding neighborhoods. The area just outside of the project limits is prevalent with origins and destinations for multi-modal travel, while the project area is rather barren. This project will enable people to make connections to the surrounding area and create a new environment for origins and destinations on Cherry Street, Bank Street, Pine Street, and St Paul Street.

SCHEDULE J LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner implements targeted hiring preferences that will promote the entry and retention of underrepresented populations into those jobs including women, people of color, and people with convictions. <i>(Describe the use of targeted hiring preferences that will promote the entry and retention of underrepresented populations in jobs in the supporting narrative below.)</i>
X	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain underrepresented communities in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs that serve underrepresented groups, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
X	The Recipient or a project partner will partner with communities or community groups representative of historically underrepresented groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>

	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain underrepresented communities in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs that serve underrepresented groups, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*

The City of Burlington intends to engage local community partners, and relevant City departments to develop training programs that positively impact underrepresented segments of our population and can offer on-the-job training related to the capital project itself. Workforce development activities will include:

(i) The creation of an advisory committee made up of community nonprofit organizations dedicated to serving and supporting underrepresented populations within the City of Burlington with particular focus on youth in the community. The advisory committee will also contain representatives from the city's Community and Economic Development Office as well as the Office of Racial Equity, Inclusion and Belonging. The committee will assist in identifying youth needs, needs of the underrepresented, and interests around job training, including what hurdles may stand in the way of successful completion of workforce programming. The advisory committee will have a special focus on vulnerable youth, including low-income and youth of color, including immigrants and refugees.

(ii) With the aid of the advisory committee, a report will guide recommendations focusing on youth and underrepresented populations for the creation of workforce

trainings, including related professional skills. These skills may be addressed through a variety of offerings, including connections with/referrals to local organizations and programs that focus on building community for youth.

(iii) In order to create a connection between the capital project itself and the workforce development portion, a large focus of this work will be a workforce training program centered on construction and weatherization. These programs will offer partnership with area experts to provide Construction 101 and Weatherization 101. In addition, these programs will offer an on-the-job training experience, which will partner with the specific phases of the project to reconnect downtown Burlington. Supporting workforce training in this realm will also fill the immediate needs the City sees in the trades, weatherization and green jobs. All programming will be structured with the specific aim of reducing barriers by offering completion bonuses, necessary apparel and tools, childcare support and transportation support.

As far as specific applications to the scope of work in this project, during Component 1: Cherry Street and Component 2: Cherry Street, Bank Street and New Street Segments, this project will offer on-the-job training for trainees in roadway construction.

Construction trainings, such as Construction 101 and Weatherization 101 will prepare trainees for entry-level work in the construction trades. These intensives provide tool handling, safety techniques, and technical knowledge. These skills include proper and safe use of a variety of tools, including power tools, common construction vocabulary and job-site expectations, both residential and commercial techniques, and basic construction math. During these courses, participants will earn their Occupational Safety and Health Administration (OSHA) 10 certification and National Center for Construction Education Research (NCCER) credentials.

Construction and weatherization trainings will not only make local hiring easier for employers but will create job opportunities for skilled labor on a well-funded project that will enhance the standard of living for the Burlington community.

(iv) Ongoing data collection, reflection, and performance reporting will be used to both understand the program's effectiveness and to respond to evolving needs of the community.

**SCHEDULE K
CIVIL RIGHTS AND TITLE VI**

1. Recipient Type Designation.

Recipient Type Designation: Existing

Existing Award Program: 20.205; Highway Planning and Construction

2. Title VI Assessment Information.

This section is not applicable because the Recipient Type Designation is “Existing.”

RECIPIENT SIGNATURE PAGE

The Recipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

Vermont Agency of Transportation

_____	By: _____
Date	Signature of Recipient's Authorized Representative
	Joe Flynn

	Name
	Secretary

	Title

DESIGNATED SUBRECIPIENT SIGNATURE PAGE

The Designated Subrecipient, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

City of Burlington

_____	By: _____
Date	Signature of Designated Subrecipient's Authorized Representative
	Chapin Spencer

	Name
	Director of Public Works

	Title

USDOT SIGNATURE PAGE

The USDOT, intending to be legally bound, is signing this agreement on the date stated opposite that party's signature.

UNITED STATES DEPARTMENT OF TRANSPORTATION

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	Randy Warden

	Name
	FHWA Vermont Division Administrator

	Title

Purple outline are the limits of where the Congressional Directed Spending (LEAHY) can apply (\$15M)



Pink is the area that under our agreement with City Place they will construct this area completely with the exception of furnishings, plantings, and lighting. This is funded with TIF and State Sales Tax Reallocation for 79 Pine and 130 Bank (\$13.23M)

Blue is the area where the RAISE Grant will apply. (\$22M)

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Julia Ursaki
Title/Subject: RAISE Reconnecting Downtown Grant Acceptance associated with the BTC Public Improvements Project

	Approval:	Meeting Date:
☒	Board of Finance	2/5/2024
☒	City Council	2/12/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	1/26/2024	Chapin Spencer/Norm Baldwin
Mayor's Office informed and approved memo	Yes	1/31/2024	Jordan Redell
Board/Commission, if required	N/A		Board of Finance
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	1/30/2024	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	1/30/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	1/31/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Board of Finance

TO: City of Burlington, Board of Finance
City of Burlington, City Council

FROM: Patrick Leahy Burlington International Airport
Nicolas Longo, Director of Aviation

DATE: February 12, 2024

SUBJECT: Request to (1) convey the so-called North Hangar building at Patrick Leahy Burlington International Airport to Beta Technologies, Inc. (Beta) by Bill of Sale, and (2) execute a Ground Lease Agreement with Beta to replace the existing building lease between the parties.

REQUEST

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks approval and authorization to convey the so-called North Hangar building located at 1150 Airport Drive to Beta Technologies, Inc. (Beta) and to replace the existing lease of that building with a Ground Lease Agreement.

EXECUTIVE SUMMARY

BACKGROUND.

Beta has been a tenant of the North Hangar at BTV since 2019 and has performed in accordance with the terms of its Council-approved lease. During that period, Beta has invested ±\$15,000,000 to fully renovate the North Hangar to house its engineering, administrative and prototype manufacturing facilities. Beta now employs 465 people at its BTV facility, out of a total of nearly 600 employees at the company, many in high-paying positions. Beta manages a robust internship program, collaborating with local educational institutions to provide students with work-study opportunities. Beta is currently seeking to fill another 125 full-time positions and 85 internship positions at BTV. In all, Beta projects total expenditures on capital investments and salaries in excess of \$200,000,000 through 2024.

A primary motivator for BTV to play an integral role in facilitating the Beta development is to

support this emerging technology that will make a significant contribution to reducing greenhouse gases and the effects of climate change. Additionally, the opportunity for BTV to serve as the site for this significant financial investment is compelling. The direct and ancillary benefits to Burlington and the BTV region have been, and will be, substantial – including everything from direct payroll taxes, sales taxes, hotel and restaurant revenues and the multiplier effect of all of that from vendors that will be needed to supply and service Beta's business at BTV.

At the North Hangar, Beta originally leased from BTV certain space within a pre-existing building that had been scheduled for demolition; Beta then demolished or renovated substantial portions of the original building and constructed substantial improvements and additions to the remaining portion of the original building. Beta now desires to convert its existing lease of the North Hangar to become a ground lease, consistent with its other leases at BTV (for the new production facility and for the two West Valley hangars) so that Beta can finance the building and recover a portion of its ±\$15,000,000 investment in the North Hangar for use to support its mission of developing electric aircraft.

Before Beta can convert its existing lease of the North Hangar to become a ground lease, it must first acquire the original building from the City. BTV's accounting records indicate that the original building has a book value of \$383,419. Beta has agreed to pay that sum to the City in consideration of the City's conveyance of the building to Beta by Bill of Sale, and BTV's agreement to grant Beta a rent credit equal to that amount to be applied over a term of five years.

The basic terms of the Ground Lease Agreement are as follows:

LEASE TERM. The lease term would be 30 years, and Beta would have two 10-year extension options, which, if exercised, would cause the lease term to total 50 years.

CAPITAL RESERVE. Beta will fund and maintain a capital reserve to ensure that the leasehold improvements are maintained in good condition throughout the lease term. If BTV desires for the leasehold improvements to be demolished at the expiration of the lease term, the capital reserve can be used to fund the demolition.

RENT. The rent payable by Beta under the Lease will be fair market rent, consistent with the rent paid by other tenants of the Airport. Rent will escalate each year by the percentage change in the Consumer Price Index, with a minimum increase of 2% and a maximum increase of 6% each year. In addition, rent will reset to fair market every 10 years throughout the lease term.

PARKING RENT. Beta will also have the right to license the use of up to 125 parking spaces at BTV upon payment of a fee per parking space consistent with the employee parking rates

paid by others at BTV.

ATTACHMENTS

- A. Ground Lease Agreement with Beta Technologies, Inc.
- B. Parcel Diagram of Beta Site.
- C. Bill of Sale with Beta Technologies, Inc.

MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council authorize the conveyance of the North Hangar building located at 1150 Airport Drive in South Burlington to Beta Technologies, Inc. and to authorize the Mayor of the City of Burlington to execute a bill of sale to effect the conveyance, subject to final review and approval by the City Attorney's Office."
2. "To approve and recommend that the City Council authorize the leasing of certain identified space at the Patrick Leahy Burlington International Airport to Beta Technologies, Inc. and to authorize the Mayor of the City of Burlington to execute the ground lease agreement, subject to final review and approval by the City Attorney's Office."

City Council:

1. "To authorize the conveyance of the North Hangar building located at 1150 Airport Drive in South Burlington to Beta Technologies, Inc. and to authorize the Mayor of the City of Burlington to execute a bill of sale to effect the conveyance, subject to final review and approval by the City Attorney's Office."
2. To authorize the leasing of certain identified space at the Patrick Leahy Burlington International Airport to Beta Technologies, Inc., and to authorize the Mayor of the City of Burlington to execute the ground lease agreement, subject to final review and approval by the City Attorney's Office."

BILL OF SALE

The **CITY OF BURLINGTON**, a Vermont municipal corporation located in Chittenden County, Vermont, ("Seller") in consideration of the sum of Three Hundred Eighty Three Thousand, Four Hundred Nineteen and No/100 Dollars (\$383,419.00) paid by **BETA TECHNOLOGIES, INC.**, a Delaware corporation with a place of business in South Burlington, Chittenden County, Vermont ("Purchaser"), does hereby sell, assign, convey, transfer, deliver and set over to Purchaser and its successors and assigns all of Seller's right, title and interest in and to the building numbered 1150 Airport Drive, South Burlington, Vermont (the "Building"). The Building is situated on real property owned by Seller that Purchaser ground leases from Seller in accordance with a Ground Lease of even date herewith; the terms and provisions of the Ground Lease govern the ownership and disposition of the Building upon expiration of the Ground Lease.

Seller represents and warrants to Purchaser that Seller is the owner of the Building, that the Building is free and clear of all liens and security interests, that Seller has full right, power and authority to sell and convey the Building and to make and deliver this Bill of Sale, and Seller hereby engages to warrant and defend Seller's title to the Building against all lawful claims for liens or security interests. Seller conveys the Building to Purchaser "as is" and "with all faults" and Seller excludes and disclaims any and all warranties of quality, fitness and merchantability.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed and delivered as of _____, 2024.

City of Burlington

By: _____
Miro Weinberger, Mayor

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This record was acknowledged before me on _____, 2024 by Miro Weinberger as Mayor and Authorized Agent of the City of Burlington.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.25
My credential number: _____

ACCEPTED AND AGREED:

Beta Technologies, Inc.

Date

By: _____
Name: _____
Title: _____ and Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This record was acknowledged before me on _____, 2024 by _____ as
_____ and Authorized Agent of Beta Technologies, Inc.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.25
My credential number: _____

GROUND LEASE AGREEMENT – NORTH HANGAR

This Ground Lease Agreement (“Agreement” or “Lease”) is dated _____, 2024 (the “Effective Date”) and is made by and between **Beta Technologies, Inc.**, a Delaware corporation with a place of business in Burlington, Vermont (the “Tenant”) and the **City of Burlington**, a Vermont municipal corporation located in Chittenden County, Vermont (the “Landlord”) acting by and through Burlington International Airport.

Recitals

A. Landlord owns the real property (the “Property”) operated as the Burlington International Airport (the “Airport”) in South Burlington, Vermont, which is more particularly shown on **Exhibit A** attached hereto.

B. Tenant desires to ground lease a [$\pm 205,340$ sq. ft.]¹ portion of the Property for the purpose of operating an existing $\pm 65,000$ sq. ft. building (the “Building”), together with related site improvements, including a portion of the apron adjacent to the Building, parking, landscaping, lighting, driveways, walkways, service areas, and utilities (collectively, the “Project”).

C. The portion of the Property on which the Project is located is referred to in this Agreement as the “Premises” and is more particularly depicted on **Exhibit B-1** attached hereto (the “Lease Plan”). The legal description of the Premises is set forth on **Exhibit B-2** attached hereto.

D. Landlord and Tenant are parties to that certain Lease Agreement having an effective date of January 1, 2020 (the “Original Lease”), through which, among other things, (i) Tenant leased from Landlord certain space within a pre-existing building (the “Original Facility”) located on a portion of the Premises that had been scheduled for demolition by Landlord, (ii) Tenant demolished or renovated substantial portions of the Original Facility, and (iii) Tenant constructed substantial improvements and additions to the remaining portion of the Original Facility, including within certain Expansion Space (as defined in the Original Lease) and including certain Infrastructure Improvements (as defined in the Original Lease). The Original Facility is now entirely encompassed within the Building and the Project as such terms are defined in this Lease.

E. The Original Lease provided that Tenant would pay rent according to a schedule that applied various rates (consistent with Landlord’s established rates and methodologies for similar property at the Airport) based on the type and condition of the space comprising the premises leased under the Original Lease. The Original Lease also provided Tenant the benefit of certain credits against rent due under the Original Lease, which have since expired through their application against the rent payable thereunder. The Original Lease provided that upon termination of the Original Lease, title to the improvements constructed by Tenant would belong to Landlord.

F. Tenant’s demolition, expansion and initial construction efforts pursuant to the Original Lease are now complete. By separate instrument as of even date herewith, Landlord has conveyed to Tenant Landlord’s right, title, and interest in and to the Original Facility. The parties hereby desire to amend and restate the leasehold arrangement between them. Accordingly, the parties now desire to terminate the Original Lease and simultaneously enter into this Agreement to reflect the current, post-expansion and post-initial construction conditions at the Premises and to set forth the parties’ agreement for Tenant’s continued use and operation of the Premises. By this Agreement, the parties intend (i) to replicate the economic structure of the Original Lease (as expanded to account for Tenant’s expansion and new construction), and (ii) to continue their leasehold arrangement through this Agreement upon terms that reflect the substantial

¹ DRM Note: Final SF to be determined based on survey.

investment made by Tenant, an investment which was disproportionate to the value of the Original Facility.

In consideration of the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereby agree as follows:

Section 1. **Premises; Parking; Retained Rights; Condition; Landlord Obligations.**

(a) **Premises.** Landlord does hereby demise, let, rent and lease unto Tenant, and Tenant hereby hires and rents from Landlord, the Premises together with (i) the appurtenances, rights, privileges and easements in any way now or hereafter appertaining thereto to the extent required for Tenant's reasonable use of the Premises (as determined by Tenant), and (ii) the right, title and interest of Landlord in and to the land lying in the streets, avenues, ways and roads in front of and adjoining the Premises to the extent required for Tenant's reasonable use of the Premises (as determined by Tenant), all subject to the terms and conditions of this Agreement. In addition, Tenant shall have, and Landlord hereby grants to Tenant the right, to use the apron adjacent to the Premises and connecting to the Airport's broader airfield (the "**Apron**") consistent with applicable regulations of the Federal Aviation Administration ("FAA") governing the use of federal funds, which require the shared use of the Apron by other Airport users. Notwithstanding anything to the contrary, Landlord shall at all times ensure that Tenant's aircraft may cross the Apron and/or portions of the Airport adjacent to the Premises to connect, on a continuous and unimpeded basis, the Premises with the taxiways to and within the Airport's broader airfield. [Landlord shall prepare a striping plan for the Apron depicting such connectivity and submit the same to Tenant for Tenant's review and approval (subject to Section 44) within forty-five (45) days of the Effective Date.]² As further provided in Sections 7(b) and 7(d) of this Agreement, during the Term (as defined in Section 2), Tenant shall own the fee simple ownership interest in and to the Building and all existing improvements and equipment on the Premises as of the Commencement Date, subject to Landlord's reversionary interest in and to the Building and other improvements to the Premises following the expiration or earlier termination of the Term, it being understood that upon the expiration or earlier termination of the Term, the Building and other improvements to the Premises shall be the property of Landlord, free and clear of all claims of Tenant or anyone claiming by, through or under Tenant.

(b) In addition to the lease of the Premises, Landlord hereby grants to Tenant a license for Tenant's employees to use up to a total of 125 parking spaces at the Airport (the "**Parking Spaces**") on the terms and conditions set forth in this Section 1(b). Tenant's Parking Spaces shall be in locations that Landlord shall establish and which Landlord may modify from time-to-time in its discretion by written notice to Tenant given a minimum of thirty (30) days prior to any such re-location, with the Parking Spaces initially located where shown on **Exhibit C** attached hereto. Notwithstanding the foregoing, Landlord shall endeavor to provide the Parking Spaces in no more than one location at any given time, and if the Parking Spaces cannot reasonably be provided in a single location, Landlord shall provide the Parking Spaces in as few locations as possible. Tenant may reduce the number of Parking Spaces from time-to-time in its discretion by written notice to Landlord given a minimum of thirty (30) days prior to such reduction. In consideration of its right to use the Parking Spaces, Tenant shall pay to a parking rental fee to Landlord as Additional Rent in accordance with Section 5(a)(3) of this Lease. Tenant's use of the Parking Spaces shall be subject to such rules and regulations of general application as Landlord may, from time to time, establish and modify with respect to the use of parking spaces at the Airport. Without limitation, no overnight parking is permitted, no storage is permitted, parking is only permitted while Tenant is physically present in the Premises, and no unregistered or inoperable vehicles are permitted. This paragraph creates a limited use license and not a bailment. Tenant and its employees assume all risk and responsibility for damage to all vehicles and any personal property contained in them in connection with any use of the Parking Spaces. Landlord is not responsible for any damage to vehicles or property contained in vehicles, unless caused by

² DRM Note: Status pending.

the negligence or intentional misconduct of Landlord or its agents.

(c) Landlord shall have the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting or permitting or causing to be erected any building or other structure which, in the sole reasonable opinion of Landlord, would limit the usefulness of the Airport or constitute a hazard to aircraft. Landlord acknowledges and agrees (i) that the existing improvements and equipment on the Premises as of the Commencement Date do not limit the usefulness of the Airport or constitute a hazard to aircraft and (ii) that no action is or will be necessary to protect the aerial approaches of the Airport against obstruction with respect to the existing improvements and equipment on the Premises as of the Commencement Date.

(d) In the event that proper, planned, and orderly development of the Airport shall require that Landlord devote any part of the Premises to a different use than that contemplated by this Lease, Landlord shall have the right—upon not less than three years' advance written notice to Tenant and without cost or expense to Tenant—to relocate all or part of the Premises. Said relocated premises shall be of no less area, as conveniently located as is reasonable considering all demands for space at the Airport and shall be replacement premises of the same or substantially similar quality as those premises vacated. All of Tenant's fixed improvements shall, without cost or expense to Tenant, be relocated or replaced on said relocated premises. All terms and conditions of this Lease, except the description of the Premises, shall apply to said relocated premises.

(e) Reserved.

(f) Retained Rights. Landlord retains the non-exclusive right to maintain, repair or replace all existing utility lines crossing, on or under the Premises that provide service to the property owned by Landlord adjoining the Premises, provided (i) Landlord shall provide written notice to Tenant of Landlord's intention to undertake such work at least 10 days in advance and afford Tenant the reasonable opportunity to undertake such work on its own, except in the event of an emergency wherein such advance notice cannot reasonably be given (provided that in such event Landlord gives such advance notice as it reasonably can), (ii) Landlord shall exercise its retained rights hereunder in a manner that does not unreasonably interfere with the operation of the Premises or the Project, and (iii) any damage or disturbance to the Premises or the Project caused by or resulting from the exercise of the Landlord's retained rights hereunder shall be repaired or restored at Landlord's sole cost and expense promptly following, and to a condition equal to or better than that existing prior to, such damage or disturbance. In addition, if and to the extent Landlord reasonably determines to require rights on, over, under, upon, across, or through the Premises for Landlord to operate the Airport, including rights of ingress and egress to adjoining lands of Landlord, Tenant will reasonably cooperate with Landlord to provide the same, provided that in all events Tenant's refusal to provide such rights will not be considered unreasonable if the use of such rights by Landlord would unreasonably interfere with Tenant's operation of the Premises or the Project.

(g) Condition of Premises. Tenant acknowledges that it has completed such investigations, testing, analysis and due diligence of and with respect to the Premises and Landlord's title as Tenant has determined to be necessary for Tenant's intended use thereof. Except as expressly provided in this Agreement, Tenant accepts the Premises and such title "as is" and "where is" without any representations, warranties or assurances by Landlord as to the condition of the same or its suitability for any particular purpose, subject only to those exceptions to title set forth on **Schedule 1(e)** hereto, as well as such other exceptions to title and/or encumbrances contemplated by the terms of this Agreement (the "Permitted Encumbrances"). Landlord expressly disclaims any and all representations and warranties with respect to the suitability of the Premises for Tenant's intended use or for any other use except as expressly provided in this Agreement.

(h) Landlord Obligations.

- i. Access. Landlord shall ensure reasonable non-exclusive ingress and egress to and from the Premises, for the benefit of Tenant and Tenant's designees, from the public aircraft runways, taxiways, and ramps serving the Premises, including on the Apron.
- ii. Landlord Maintenance. Landlord shall maintain [(including snow removal)]³, repair, replace and restore the Apron and all other means of ingress and egress to and from the Premises from the public aircraft runways, taxiways, and ramps serving the Premises, including the Apron.
- iii. Reserved.
- iv. Additional Property Rights. Landlord shall grant to the Tenant such rights and easements as may be necessary to enter upon portions of the Property outside the Premises to facilitate Tenant's construction of the Project and use of the Premises, in compliance with Applicable Laws and subject to the rights of others, if any, under existing leases of portions of the Property.
- v. Development Encumbrances. If Landlord's consent or joinder shall be required for the grant of, or for the vacation or abandonment of, any easements, rights of way, covenants, leasehold condominium regimes or other title matters encumbering the Premises in connection with the development of the Project and/or the demolition, construction, renovation, alteration or replacement of any portions of the Project (collectively, "Development Encumbrances"), Landlord's consent shall be given subject to Section 44, provided that (a) Landlord shall not be required to incur any material expense or liability (and any such expense or liability shall be promptly reimbursed by Tenant to Landlord upon request), and (b) Landlord's consent shall not be considered unreasonably withheld if the proposed Development Encumbrance is prohibited by Applicable Laws or if the proposed Development Encumbrance would materially impair Landlord's ownership or use of the Premises upon expiration or earlier termination of this Lease or Landlord's operation of the Airport. For additional clarity, Development Encumbrances may include construction easements, easements or rights of way for installation of water, gas, steam, electricity, telephone, cable or other communication service, sewer, district energy, chilled or heated water, storm drainage and other utilities, and easements or rights of way for streets, roads, alleys, or other access. Notwithstanding the foregoing, any leasehold condominium regime that affects the Premises shall explicitly provide that the condominium regime shall automatically terminate upon the expiration or earlier termination of this Lease.

Section 2. **Commencement Date; Initial Term; Extension Terms.**

(a) Landlord and Tenant agree that the initial term of this Agreement ("Initial Term") shall commence upon the Effective Date (the "Commencement Date") and expire at 11:59 p.m. local time on the day prior to the thirtieth (30th) anniversary of the Commencement Date (the "Fixed Expiration Date"), subject to earlier termination in accordance with the terms set forth in this Agreement. For additional clarity, the Initial Term of the Lease shall be for a period of twenty-nine and 364/365^{ths} years.

³ DRM Note: Parties to discuss extent of respective obligations for snow removal.

(b) The Tenant shall have the right to extend the Term of this Lease for two (2) additional terms of ten (10) years each (each, an “Extension Term” and collectively the “Extension Terms”). The Extension Terms and the Initial Term are collectively referred to herein as the “Term.” The Extension Terms shall each be upon all of the terms and conditions of this Lease. As a condition precedent to the Tenant’s exercise of any right of extension, the Tenant must not be in default beyond any applicable notice and cure period as provided herein. Tenant shall exercise such extensions, if at all, not less than six (6) months prior to the expiration of the then current term by delivering written notice of exercise to Landlord. The Tenant’s failure to timely provide notice of extension shall cause this Lease to expire at the end of the then current term, time being of the essence.

Section 3. **Use of Premises.**

(a) Use. Except as otherwise provided in this Lease, Tenant shall use the Premises for the construction and operation of the Project and for general aviation use and for no other purposes without Landlord’s prior written consent (subject to Section 44). The construction, operation, and maintenance of the Project shall be performed in material compliance with the requirements of this Agreement. Notwithstanding any other provision of this Lease, in all instances the Premises shall only be used in conformance with the Permitted Encumbrances and with the duly adopted federal, state, and municipal ordinances and regulations applicable to the Premises from time to time (“Applicable Laws”). Tenant acknowledges that, as of the Effective Date, the Airport Compliance Manual published by the FAA requires that the Premises shall only be used for “aeronautical activity”, which term is currently defined as “any activity which involves, makes possible, or is required for the operation of an aircraft, or which contributes to or is required for the safety of such operations”.

Section 4. **Reserved.**

Section 5. **Rent; Airport Landing Fees.**

(a) **Base Rent/Rent Credit/Parking Rental.**

1. Base Rent.⁴ Commencing on the Effective Date, Tenant shall pay “Base Rent” to Landlord at the address specified in Section 5(g) or at such other location as Landlord may hereafter designate in writing in the amount of \$106,777.00 per year (\$8,898.08 per month), subject to the application of the Rent Credit (defined in Section 5(a)(2)) and subject to escalation in accordance with Section 5(b).
2. Rent Credit. Tenant shall be entitled to a credit against Base Rent in the total amount of \$383,419.00 amortized over the first five (5) lease years, such credit amounting to \$76,684.00 per year (\$6,390.31 per month) for the first five (5) lease years.
3. Parking Rental. In addition to Base Rent, Tenant shall pay as Additional Rent (as defined in Section 5(c) below) a fee per Parking Space consistent with the employee parking rates paid by others at the Airport. As of the Effective Date, that fee equals \$125.00 per year (\$10.42 per month) for each Parking Space, for a total of \$16,000 per year (\$1,333.33 per month) assuming that Tenant has accepted the use of all 125 Parking Spaces.

(b) **Annual Increase in Base Rent.** The Base Rent shall be adjusted on July 1 of each year

⁴ DRM Note: Rental calculations to be confirmed based on surveyed area.

during the Term by the percentage increase in the Consumer Price Index for all Cities, all Urban Consumers, Northeast Region, (CPI-U-NE, 1982-84=100) (the “Price Index”) published just prior to July 1 of each such year by the Bureau of Labor Statistics of the United States Department of Labor over the corresponding value so published just prior to July 1 of the prior year during the Term, subject to a minimum increase of 2% and a maximum increase of 6% in any year. If the government body issuing the Price Index ceases to use the 1982-84 average of 100 as the basis of calculation, the Price Index shall be adjusted to mathematically account for the adjustment to the base year. If the Price Index (or a successor or substitute) ceases to be published, Landlord shall have the right subject to Tenant’s approval (subject to Section 44) to select another similar index, published by a governmental or other non-partisan body, with appropriate reconciliation of the base of the substituted index with the base of the Price Index. In addition, Base Rent shall adjust as of every tenth (10th) anniversary of the Effective Date to the amount of rent then charged by the Airport to its other tenants as approved by the FAA for comparable ground, provided that in no event shall the amount of Base Rent increase or decrease by more than twenty percent (20%) over the prior lease year as a result of any such decennial adjustment. There shall be no separate Price Index adjustment for years on which such decennial Base Rent reset is made.

(c) Additional Rent; Rent Defined. In addition, for each lease year Tenant agrees to pay all sums of money or charges of whatsoever nature required to be paid under any provisions of this Agreement by Tenant to Landlord (“Additional Rent”), whether or not the same are designated as additional rent, on the next Base Rent payment date following written notification of such sums or charges in the same manner as Base Rent, provided that if such notification is given fewer than fifteen (15) days prior to the next installment of Base Rent coming due, then such amount of Additional Rent shall be due on the second next Base Rent payment date following such notification. Base Rent and any Additional Rent or other sums or charges are collectively referred to herein as “Rent.” It is understood and agreed that the Rent to be paid to Landlord by Tenant hereunder shall be absolutely net to Landlord, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be paid by Tenant directly to the party invoicing the same or in the form of Additional Rent, and this Agreement shall be interpreted and construed to that effect.

(d) Rent Payment. Except as otherwise specifically provided in this Agreement, all Base Rent shall be paid in monthly installments in arrears, without demand or setoff, on the first (1st) day of each month throughout the Term and Base Rent for any period of less than a full month shall be prorated on a per diem basis. Except as otherwise expressly provided in this Agreement, any and all Rent and other sums payable under this Agreement shall be paid without notice, demand, counterclaim, set off, deduction, or defense and without abatement, suspension, diminution, or reduction, and the obligations and liabilities of Tenant under this Agreement shall in no way be released, discharged or otherwise affected by reason of any occurrence whatsoever. Payment shall be made at the office of the Director of Aviation, Burlington International Airport, 1200 Airport Drive #1, South Burlington, Vermont 05403. Any Rent which has not been paid when due shall incur interest at the rate of 1.5% per month.

(e) Utilities and Services. Tenant shall, at its sole cost and expense, cause to be furnished and shall pay for all utilities and services necessary or desirable for Tenant’s use of the Premises, including water, sewer, gas, electricity, communications, stormwater, and trash and recycling pick-up and disposal. Tenant covenants to pay the charges for all such utilities and services prior to delinquency and to keep the Premises free and clear of any lien or encumbrance of any kind whatsoever constituting a charge against the Premises arising from the nonpayment or a delinquency in payment for said utilities or services. No trash is allowed to be stored outside unless it is in an approved trash container located in an approved area. If Tenant fails to comply with the

requirements of this provision, then Landlord reserves the right to fulfill Tenant's obligations and all costs incurred by Landlord in connection therewith shall immediately be paid by Tenant to Landlord as Additional Rent.

(f) Aircraft Landing Fees; Other Fees. In addition to Rent due hereunder, Tenant shall pay the following fees as generally applied to Airport users and as generally applied to the applicable type of aircraft:

- (i) Aircraft Landing. On or before the 10th day of each month, Tenant shall provide the Airport's Director of Aviation with a listing of its Aircraft Landings during for the preceding month. "Aircraft Landing" means any aircraft being utilized at the Airport by or on behalf of Tenant in carrying out the business which is authorized by this Agreement (including but not limited to aircraft owned or leased by Tenant, aircraft providing services to Tenant pursuant to contract whether oral or written, and aircraft being parked in or on the Premises).
- (ii) Landing Fees. Tenant shall pay Landlord Airport Landing fees at the rate established by Landlord in its sole discretion and applicable to other aircraft landing at the Airport at that same time. Landlord shall issue an initial Airport Landing fee on the Effective Date and provide Tenant written notice seven (7) days in advance if the Airport Landing Fee is changed by Landlord. Tenant shall pay Landlord the then-applicable Aircraft Landing fees on or before the last day of each month based upon the number of Aircraft Landings properly attributable to Tenant during the preceding month. Such payments shall be paid at the office of the Airport's Director of Aviation without billing.
- (iii) Late Payment of Landing Fees. If Tenant fails to promptly pay due Airport Landing fees on or before their due date, they shall be considered past due and shall incur interest at a rate of 1.5% per month.
- (iv) Records. Tenant shall keep and maintain a complete and accurate set of records of all the Aircraft Landings for the use of Landlord and payment of fees required under this Agreement for three (3) years. Tenant shall make such records available for inspection and copying by Landlord at any and all reasonable hours and times. Landlord shall have the right, at its expense and on reasonable notice, from time to time, but in no event more than once in any 12-month period, to audit the records and other data of the Tenant relating to the provisions and requirements hereof, provided such inspection is made during regular business hours. If Tenant is found to have under-reported Aircraft Landings by five percent or more, then Tenant shall pay the full cost of the audit.
- (v) Other Fees. Tenant shall direct all entities obligated to pay any transient aircraft landing, tie down, parking, and seat charges directly to Landlord or the fixed base operator for Landlord.

Section 6. **Reserved.**

Section 7. **Project; Capital Reserve Account.**

(a) Modifications. During the Term and following completion of construction of the Project, Tenant shall not modify or alter the structural design or exterior appearance of the buildings constructed on

the Premises or the related site improvements in a manner that diminishes their quality without prior written approval of Landlord (subject to Section 44 provided that the Deemed Approval provision thereof shall not apply) to ensure the Project's compatibility with the functionality of the Airport, provided that structural modifications required from time to time to support ongoing needs of Tenant shall not require Landlord approval.

(b) Title to the Project. During the Term and until the expiration or earlier termination of this Agreement, title to the Project shall belong solely to Tenant, and Tenant alone shall have the right to operate, manage, repair, replace, maintain and further improve the Premises and the Project subject to the terms and conditions of this Agreement, and to deduct all depreciation on its income tax returns with respect thereto. Landlord hereby waives any right to claim a lien or security interest in Tenant's fixtures and personal property and, to the extent applicable, waives any statutory right of distraint in or to Tenant's fixtures and personal property; the foregoing shall not be construed to limit Landlord's ability to seek, obtain or enforce a judicial lien granted by a court of competent jurisdiction. Tenant shall not damage or remove the Project without Landlord's prior written consent (subject to Section 44 provided that the Deemed Approval provision thereof shall not apply).

(c) Removal of Project on Expiration or Termination. Unless Landlord shall have agreed to extend the Term of this Agreement, Landlord may, at its option, notify Tenant in writing delivered at least thirty-six (36) months prior to the expiration of the Term (or upon shorter notice in connection with the earlier termination of this Agreement) that following the expiration of the Term all or portions of the Project must be removed, in which event Tenant shall remove and/or demolish the applicable portions of the Project, grade the land and then seed it with grass so long as Tenant is able to obtain all municipal and state permits and approvals necessary in connection with such demolition and removal, subject only to conditions that are reasonably acceptable to Tenant. If Landlord notifies Tenant of its desire to have the Project (or portions thereof) removed and demolished in accordance with this provision, Tenant shall use commercially reasonable, good faith efforts to obtain permits therefor, but in no event shall Tenant be required to appeal any denial of such permits, appeal any conditions that it reasonably deems unacceptable or to defend any appeals made by others in connection with any permits. If Tenant is unable to secure the necessary permits for demolition, Landlord may attempt to secure said permits. Tenant shall have the right to use the funds maintained in the Capital Reserve Account (as defined below) in connection with obtaining the permits required by this provision (i.e., to pay engineers, consultants, attorneys, application fees, etc. in connection with such permits) and thereafter to pay for the work to remove and/or demolish the Project (or portions thereof) and then grade and seed the land as aforesaid. If Tenant is unable to secure such permits and Landlord attempts to secure such permits, then Landlord may use the funds maintained in the Capital Reserve Account for such purposes, and Landlord agrees to use such funds in a prudent and reasonable manner. Following the issuance of all such permits and such permits having become final and unappealable, but in all events after the expiration or earlier termination of this Agreement, Tenant shall promptly remove and/or demolish the Project (or portions thereof) and then grade and seed the land as aforesaid, and shall use commercially reasonable, good faith efforts to complete such work in a timely manner, commencing promptly upon such permits having become final and unappealable (weather permitting) and then diligently prosecuting such work to completion thereafter. Landlord herein grants to Tenant a license to enter the Premises and other portions of the adjacent Property as necessary, said license shall take effect upon the termination or expiration of this Agreement for the sole and exclusive purpose of removing the Project (or portions thereof). Tenant's right to use said license is contingent upon Landlord's notification to Tenant that the Project (or portions thereof) shall be removed from the Premises. If there are insufficient funds in the Capital Reserve Account to permit and complete the removal and/or demolition the Project (or portions thereof) and then grade and seed the land as aforesaid, Tenant shall use its own funds to accomplish the demolition, grading and seeding required by this provision.

(d) Title Upon Expiration. Except as set forth in subsection (c) above, upon expiration or

termination of this Agreement all rights and interests of Tenant (and all persons whomsoever claiming by, under or through Tenant) in and to the Premises and the Project shall wholly cease and title to the Premises and the Project, including all permanent and temporary non-proprietary improvements, erections and additions constructed on the Premises by Tenant (but excluding all furniture, proprietary fixtures, equipment and other personal property of Tenant used by Tenant solely in connection with the operation thereof, all of which Tenant shall have the right to remove from the Premises at any time prior to the expiration of the Term) shall automatically vest in Landlord without cost or expense to Landlord and without further act or conveyance, and without liability to make compensation therefor to Tenant or to anyone whatsoever, and shall be free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Tenant at any time other than pursuant to the specific terms of this Agreement. This provision shall not relieve Tenant from liability for having left the Premises in unsound or unsafe condition or with encumbered title, in each event other than as permitted in this Agreement. Tenant, upon the request of Landlord, covenants and agrees to execute a deed and bill of sale conveying and releasing to Landlord all such rights in the Premises and the Project in a form and substance reasonably acceptable to Landlord.

(e) Tenant's Maintenance Obligations. Tenant shall, at all times during the Term, subject to the provisions of this Agreement, at its sole cost and expense, keep the Premises in good appearance, order and repair and in a clean and sanitary condition at all times, including by retaining and engaging pest control services as necessary. Tenant's obligations hereunder include all necessary repairs and replacements of the Premises and its improvements, structural or otherwise, ordinary or extraordinary, foreseen and unforeseen, including, but not limited to, the roof, exterior and interior windows, doors and entrances, signs, floor coverings, columns, and partitions, electrical and lighting, heating, plumbing and sewage facilities, and HVAC equipment. Such actions include painting, lighting, removal of garbage, landscaping, snow removal, replacement of broken glass with glass the same size and quality of that broken, and utility services. Landlord shall not be required to make any repairs of any kind or nature, in, on or to the Premises during the Term.

(f) Capital Reserve Account. Within forty-five (45) days of the Effective Date, Tenant shall establish a joint reserve account for the replacement and demolition of the Project ("Capital Reserve Account") in accordance with the following:

- (i) The Capital Reserve Account shall be in the name of Tenant and the Landlord. The parties acknowledge and agree that during any period when a Leasehold Mortgage is in effect the Leasehold Mortgagee is likely to require that it maintain and control the funds maintained in the Capital Reserve Account, and Landlord will agree to authorize the Leasehold Mortgagee to maintain and control the funds maintained in the Capital Reserve Account so long as such funds are used solely for capital replacements and improvements and not used to pay debt service (principal or interest), lender fees or expenses, or to pay any other cost, fee or expense.
- (ii) The Capital Reserve Account shall be funded monthly consistent with the parameters set forth on **Schedule 7(f)** and based on a capital reserve study performed by a mutually acceptable consultant to Tenant, or otherwise in accordance with prudent long term maintenance practices applicable to structures and infrastructure similar to the Project as approved by Landlord (subject to Section 44). Such funds, including interest earned, from this Capital Reserve Account are to be used for major maintenance, repair, and replacement activities and not for minor or ongoing maintenance items. Tenant shall inform the Landlord in advance of its intent to expend funds from the Capital Reserve Account and the purpose of the expenditure, and all expenditures shall be subject to Landlord's

prior review and approval (subject to Section 44) subject to the provisions of Section 7(f)(iii). Balances in the Capital Reserve Account shall be reviewed periodically by Tenant and the Landlord to ascertain whether monthly funding levels are appropriate. Tenant shall provide Landlord with annual account statements reflecting the balances in the Capital Reserve Account no later than June 1 of each year. Provided that the Project is not demolished in accordance with Section 7(c) at the expiration or earlier termination of this Agreement, funds remaining in the Capital Reserve Account shall be used to perform whatever repairs are then necessary to preserve the Project in good quality, habitable condition, and any excess funds remaining thereafter in the Capital Reserve Account shall become the property of Landlord. If the Project is demolished in accordance with Section 7(c) at the expiration or earlier termination of this Agreement, funds remaining in the Capital Reserve Account following performance of the demolition, grading and seeding shall be disbursed to Tenant. If funds from the Capital Reserve Account are used in connection with the repair or restoration of the Project following casualty damage in accordance with Section 16, then after substantial completion of such repair or restoration Tenant shall engage a consultant to perform a new life cycle analysis of the Project, and Tenant shall thereafter fund the Capital Reserve Account monthly in accordance with such life cycle analysis, including any requirements in such analysis to bring the current funding to a particular level.

- (iii) Notwithstanding the provisions of Section 7(f)(ii), the funds deposited in the Capital Reserve Account during the last five (5) years of the Term shall accumulate and shall not be spent until the Landlord determines whether the Project will be demolished in accordance with Section 7(c) at the expiration of the Term. If Landlord decides that the Project will be demolished, then the Capital Reserve Account shall be used to accomplish the demolition, grading and seeding described in Section 7(c) and any funds remaining after the performance of such work shall be disbursed to Tenant in accordance with Section 7(f)(ii). If Landlord decides to have the Project demolished and removed but the parties are unable to obtain permits therefor, then the funds held in the Capital Reserve Account shall be disbursed to Landlord in accordance with Section 7(f)(ii) as if Landlord decided not to demolish the Project. Tenant shall be solely responsible for all costs and expenses associated with demolition, grading and seeding, however Tenant may use funds from the Capital Reserve Account to perform the work before resorting to the use of its own funds. If Landlord does not opt to have the Project demolished and removed in accordance with Section 7(c), then the funds held in the Capital Reserve Account shall continue to be used for major maintenance, repair, and replacement activities in accordance with Section 7(g)(ii) and any funds remaining in the Capital Reserve Account at the expiration of the Term, including any extensions or renewals thereof, or earlier termination of this Agreement shall become the property of Landlord.

Section 8. **Taxes and Other Expenses.**

(a) **Taxes.** Tenant is responsible for payment of all transfer taxes associated with this Agreement, if any, and shall pay all income taxes, sales and use taxes, and any other taxes imposed on Tenant in connection with or by reason of its lease of the Premises and its ownership and operation of the Project. In addition, Tenant shall, from and after the Effective Date and thereafter during the Term, pay and discharge punctually, as and when the same shall become due and payable as Additional Rent, all real estate

taxes or ad valorem taxes as assessed by any government then entitled to do so, special and general assessments and other governmental impositions and charges, extraordinary as well as ordinary, including any state, regional or local taxes, fees or payments that may be imposed in lieu of such real estate or ad valorem taxes or assessments (collectively hereinafter referred to as “Taxes”), and each and every installment thereof which shall or may during the Term be charged, levied, laid, assessed, imposed, become due and payable, or a lien upon, or for, or with respect to, the Premises or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, county and municipal governments and of all other governmental authorities whatsoever (all of which shall also be included in the term “Taxes” as heretofore defined). Landlord shall deliver to Tenant an invoice detailing Tenant’s share of Taxes, calculated with reference to the assessed value of the land and improvements that comprise the Premises as determined by the City of South Burlington or any additional or successor taxing authority.

(b) Time For Payment. Tenant shall be deemed to have complied with the covenants of this Section 8 if payment of such Taxes shall have been made either within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest or before the same shall become delinquent, and Tenant shall produce and exhibit to Landlord satisfactory evidence of such payment as and when so requested by Landlord.

(c) Right To Contest. Tenant or its designee shall have the right to contest or review all Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and, if necessary, in the name of and with the cooperation of Landlord and Landlord shall execute all documents reasonably necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenant shall promptly bond off or otherwise cause the removal of any lien which is placed on the Premises as a result of or arising out of such dispute and Tenant shall promptly pay all Taxes prior to commencement of any foreclosure, tax sale or other forfeiture proceeding, the result of which would be loss of title to the Premises to the taxing authority. The legal proceedings referred to in this Subsection 8(c) shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. If there is any reduction, cancellation or discharge, Tenant shall pay the amount finally levied or assessed against the Premises or adjudicated to be due and payable on any such contested Taxes.

(d) Refunds. Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Agreement, such refund or rebate shall belong to Tenant. Landlord will, upon the written request of Tenant, sign such receipts as may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord.

(e) Remedies for Nonpayment. If Tenant shall fail, refuse or neglect to make any of the payments required by this Section, then Landlord, at its option, may pay the same or any portion thereof, and the amount or amounts so paid, including reasonable attorneys’ fees and expenses incurred by Landlord in connection therewith, shall be repaid by Tenant to Landlord within ten (10) days after written demand by Landlord, and the amount thereof shall be treated as Additional Rent.

Section 9. Requirements of Governmental Authorities.

(a) Compliance. During the Term, Tenant shall, at its own cost and expense, promptly observe and comply with all present or future, foreseen or unforeseen, laws, ordinances, requirements, orders, directives, rules and regulations duly adopted by applicable federal, state, county, and municipal governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force at the Effective Date or may in the future be passed, enacted

or directed giving full effect to all vesting or “grandfathering” provisions. Tenant shall further so comply with each and every duly adopted rule, order and requirement of any applicable federal, state, municipal, legislative, executive, judicial or other governmental body, commissioner or officer or of any bureau or department thereof, whether now existing or hereafter created, having jurisdiction over the Premises or any part thereof, or properly exercising any power relative thereto or to the owners, tenants or occupants thereof including compliance with all regulations and permits for the Project giving full effect to all vesting or “grandfathering” provisions. Tenant shall maintain the Project and the Premises, and otherwise operate the Project and the Premises, in conformity with all municipal, state and federal land use permits and approvals governing the Project or the Premises at any time giving full effect to all vesting or “grandfathering” provisions.

(b) Minimum Standards for Commercial Aeronautical Activities. Tenant’s right of access to the Property for aircraft shall be subject to all applicable federal, state and local laws, ordinances and regulations, as well as all Airport standards, rules and policies including Minimum Standards for Commercial Aeronautical Activities now in effect or hereinafter duly adopted or promulgated and consistently applied by the Airport.

(c) FAA and TSA. This Agreement is subject and subordinate to FAA regulations duly adopted and consistently applied governing the use of Airport including those regulations imposed by reason of the Landlord’s acceptance of federal funds relative to the operation or maintenance of the Airport, the transfer of federal rights, funds or property to Landlord for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport. In addition, this Agreement may be amended without further consideration (except as provided below) if and to the extent required by the FAA or Transportation Safety Administration (“TSA”) or their respective successor agencies as a condition precedent to Landlord’s receipt of federal rights, funds or property for Airport purposes, or precedent to the expenditure of federal funds for the improvement or development of the Airport. If the FAA requires modifications or changes to this Agreement as a condition precedent to Landlord’s receipt or retention of funds for the improvement of the Airport, Tenant agrees to execute and deliver to Landlord an amendment to this Agreement (prepared by Landlord) that effects such modifications or changes as may be required to enable the Landlord to obtain or retain such funds or funding. If any such amendment as described in this Section 9(c) modifies the terms and conditions of this Agreement in a manner that causes the Tenant to directly incur costs, expenses or fees that materially modify the financial bargain embodied by this Agreement or otherwise materially adversely affects Tenant’s use of the Premises or other rights under this Agreement, then the parties shall use good faith efforts to cooperatively seek to obtain exemptions or exclusions from the FAA or TSA requirements in an effort to eliminate or minimize the costs or expenses or other material adverse effects arising from the amendment sought to be imposed and, if such exemptions or exclusions are not forthcoming, to modify the terms of this Agreement in order to eliminate, minimize or otherwise fairly account for such costs or expenses or other material adverse effects. Without limiting the foregoing, the Tenant agrees that it is subject to the terms and provisions of the required federal provisions included on **Exhibit E** attached hereto, with the understanding that the Tenant is the “Contractor” identified therein.

(d) Livable Wage Ordinance. Tenant shall construct and operate the Project and the Premises in accordance with the requirements of the City of Burlington Livable Wage Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance on an annual basis (due by April 1st of each year) if requested by Landlord.

(e) Union Deterrence Ordinance. Tenant shall construct and operate the Project and the Premises in accordance with the requirements of the City of Burlington Union Deterrence Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance if requested by Landlord.

(f) Non-Outsourcing Ordinance. Tenant shall construct and operate the Project and the Premises in accordance with the requirements of the City of Burlington Outsourcing Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance if requested by Landlord.

(g) No Discrimination. Tenant, for itself and its personal representatives, successors and assigns, as part of the consideration hereof, does hereby covenant and agree that (i) no person on the grounds of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, genetic information or other protected classification shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Tenant's facilities pursuant to its operations hereunder; (ii) in the furnishing of services at the Project and the Premises, no person on the grounds of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, genetic information or other protected classification shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination; (iii) Tenant shall ensure compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60); (iv) Tenant shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 C.F.R. § 21 through Appendix C, and Regulations under 23 C.F.R. § 710.405(b); (v) Tenant shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable; and (vi) all subcontracts shall include reference to the above.

(h) Public Records Act. Any and all records submitted to Landlord, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of Landlord. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or sections that are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

(i) Right to Contest. Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant, without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in this Section 9 and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding. Notwithstanding the foregoing, Tenant shall promptly bond off or otherwise cause the removal of any lien which is placed on the Premises as a result of or arising out of such dispute, provided that in no event shall Tenant be permitted or authorized to maintain any such contest if doing so has or would have an adverse effect on the Airport as determined by Landlord in its discretion.

(j) Aircraft Parking. Tenant shall abide by all Airport rules concerning parking of aircraft. Tenant shall not park or allow any contract carrier to park an aircraft or leave or allow the same to be left standing on a public landing area, public ramp and apron area, public cargo ramp and apron area, public aircraft parking and storage area, or operational area, except as such places as may be prescribed or permitted by the Airport's Director of Aviation. Tenant further covenants and agrees to move or cause to

be moved such aircraft from the place where it is parked or stored to any other place as designated and directed by the Airport's Director of Aviation. At no time will Tenant occupy or enter any portion of existing or future Air Carrier Apron as defined by TSA and FAA regulations.

(k) **Security.** Tenant shall secure the Premises with construction fencing prior to performing any exterior work on the Premises and shall maintain the safety and security of the Premises during the Term of this Agreement. Tenant shall observe and comply with any and all present and future security regulations and procedures and operational procedures promulgated from time to time by or at the direction of the Landlord for the administration of the Airport, including but not limited to training and Secure Identification Area ("SIDA") Badging requirements. Tenant shall create a security policy covering the Premises that will include, but not be limited to, security procedures, configurations, infrastructure and equipment, provision of emergency alerts and notices to Landlord, reporting guidelines, maintenance of security footage and records, staffing of security personnel, and training of personnel. Tenant shall be responsible for following this policy. The Landlord shall review the proposed security policy and any subsequent revisions and, at the Landlord's sole but reasonable discretion, may either approve or require changes. Tenant shall, at its sole cost and expense, install, maintain and replace as necessary all equipment necessary for SIDA compliance, including but not limited to badge readers, locks, alarms, doors and cameras. Any alterations to existing security configurations, SIDA boundaries, infrastructure, and equipment will require the Landlord's prior written consent (subject to Section 44). Landlord shall reasonably cooperate with Tenant to minimize interference with Tenant's business operations, including the installation of SIDA equipment in additional locations as is reasonably determined by Tenant to promote efficient circulation within the Premises.

Section 10. **Covenant Against Liens.** If during the Term any mechanic's lien or other lien shall be filed against the Premises or any portion of the Property because of any work performed upon the Premises by or at the expense of Tenant, or any failure of Tenant to pay Taxes in accordance with this Agreement, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within twenty (20) days after the recording thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom. If Tenant fails to timely discharge any such lien by payment or bond, Landlord may (but shall not be obliged to) pay the amount of such lien, or discharge the same by bonding, and the amount so paid shall be deemed to be Additional Rent.

Section 11. **Access to Premises.** During the Term, Landlord or Landlord's agents shall have the right to inspect the Project and the Premises at reasonable times upon reasonable advance notice to Tenant, given no more than twice in any consecutive 12 month period (except in the event of an emergency).

Section 12. **Assignment and Subletting.**

(a) Reserved.

(b) Tenant may, from time to time, effectuate a Transfer to any person, subject to Landlord's prior written consent (subject to Section 44), provided that in the instrument effecting the Transfer, the transferee shall assume and agree to perform all of the terms, covenants and conditions of this Lease from and after the date of the Transfer, including the terms and conditions of this Lease related to the use of the Premises, subject in all respects to the exceptions and limitations set forth in this Lease. Tenant shall give Landlord sixty (60) days prior written notice of its desire to assign this Agreement and shall furnish Landlord with such information as it may reasonably request indicating that the proposed assignee is reputable and financially responsible. Landlord may justifiably refuse consent to any assignment based upon (i) the financial position of the proposed assignee; (ii) the relevant business experience of the proposed assignee; (iii) the proposed use of the Premises (if different than the permitted uses under this Agreement);

(iv) the character and reputation of the proposed assignee; (v) the economic terms of the proposed assignment; and (vi) any other factor that Landlord reasonably deems relevant to the proposed assignment. Tenant agrees to reimburse Landlord for any reasonable third party expenses that may be incurred by Landlord in connection with any proposed assignment, including the reasonable cost of investigating the acceptability of the proposed assignee and reasonable third party legal expenses incurred in connection with the granting of any requested consent.

(c) Notwithstanding anything to the contrary, Landlord's consent shall not be required and Section 12(b) shall not apply with respect to any Transfer (i) by the foreclosure of any Leasehold Mortgage or through a deed or instrument of transfer delivered in lieu of such foreclosure or through a deed or instrument of transfer by a Leasehold Mortgagee out of foreclosure or next after having received a deed or other instrument of transfer delivered in lieu thereof, (ii) to a direct or indirect Affiliate of Tenant so long as the ultimate parent company, currently Beta Technologies, Inc., a Delaware corporation, remains liable for the obligations of the tenant under this Lease, or (iii) in connection with a Permitted Sale-Leaseback (as set forth in Section 13(m)). As used in this Agreement, "Affiliate" means a person or entity that Controls, is Controlled by, or is under common Control with another person or entity, and "Control" or "Controlled" means ownership of more than fifty percent (50%) of the outstanding voting stock of a corporation, or other majority equity and control interest of an entity which is not a corporation, or the possession of power to direct or cause the direction of the management and policy of such corporation or other entity, whether through the ownership of voting securities, by statute or according to the provisions of a contract.

(d) Except for a Transfer to an Affiliate pursuant to which the parent company will remain liable for the obligations of the tenant under this Lease as stated in Section 12(c), from and after a Transfer by Tenant of its interest in the Premises and this Lease that is permitted pursuant to this Section 12, the Tenant (meaning, the transferor) shall have no obligation for liabilities under this Lease first arising from and after the date of such Transfer, provided that in the instrument effecting the Transfer, the transferee shall assume and agree to perform all of the terms, covenants and conditions of this Lease from and after the date of the Transfer.

(e) Tenant may, without Landlord's consent, enter into subleases, licenses, occupancy agreements or management agreements for the possession, operation or use of any space in the Project and any amendments thereto (collectively, "Subleases") with any person in Tenant's sole discretion; provided, however, Tenant shall not enter into any Sublease of the Project (exclusive of Subleases with Affiliates) which, when combined with any other then pending Sublease of the Project (exclusive of Subleases with Affiliates), exceeds fifty percent (50%) of the occupiable area of the Project, without Landlord's prior written consent (subject to Section 44). Whether Landlord's consent to a Sublease is required or not, Tenant shall provide Landlord with a copy of each and every Sublease that Tenant enters into for space in the Project. When Tenant seeks Landlord's consent to any Sublease of the Project, Tenant shall provide Landlord with a written list of all then pending Subleases in the Project and Tenant's calculation of the occupiable area covered by such Subleases, as well as the total occupiable area of the Project. The fifty percent (50%) threshold for subleasing beyond which Landlord's consent (subject to Section 44) is required, refers to fifty percent (50%) of the Project as it has been substantially completed from time to time. Notwithstanding anything to the contrary, Landlord's consent shall not be required and this Section 12(e) shall not apply with respect to any Sublease (i) by the foreclosure of any Leasehold Mortgage or through a deed or instrument of transfer delivered in lieu of such foreclosure or through a deed or instrument of transfer by a Leasehold Mortgagee out of foreclosure or next after having received a deed or other instrument of transfer delivered in lieu thereof, (ii) to a direct or indirect Affiliate of Tenant so long as the ultimate parent company, currently Beta Technologies, Inc., a Delaware corporation, remains liable for the obligations of the tenant under this Lease, or (iii) in connection with a Permitted Sale-Leaseback (as set forth in Section 13(m)).

(f) Except as set forth above in this Section 12, any transfer, assignment or subletting without the prior written consent of Landlord as provided above shall be void *ab initio*. Landlord's consent to a transfer, assignment or subletting, or to any use or occupancy by a party other than Tenant, shall not invalidate or constitute a waiver of this provision, and each subsequent transfer or assignment, and each subsequent use and occupancy by a party other than Tenant shall likewise be made only with the prior written consent of Landlord.

Section 13. **Leasehold Mortgage / Sale-Leaseback.**

(a) Tenant shall have the right to mortgage or pledge its interest in this Lease (a "Leasehold Mortgage") to one or more mortgagees (a "Leasehold Mortgagee") at any time and from time to time. The term "Leasehold Mortgage" as used in this Agreement shall include a mortgage, a deed of trust, a deed to secure debt and any other conveyance or agreement for security purposes, which may now or hereafter affect the Premises. The term "Leasehold Mortgagee" as used in this Agreement shall include the holder of (including any nominee or administrator) or the beneficiary under, as the case may be, a mortgage, deed of trust, deed to secure debt or any other conveyance or agreement for security purposes, which may now or hereafter affect the Premises.

(b) Tenant or the Leasehold Mortgagee shall give to Landlord written notice of the making of any Leasehold Mortgage (which notice shall contain the name and office address of the Leasehold Mortgagee) within ten (10) days after the execution and delivery of such Leasehold Mortgage and a duplicate original or certified copy thereof.

(c) Landlord shall give to each Leasehold Mortgagee, at the address of such Leasehold Mortgagee set forth in the notice from such Leasehold Mortgagee or from Tenant, and otherwise in the manner provided by Section 25, a copy of each notice given by Landlord to Tenant hereunder (including notice of an Event of Default) at the same time as and whenever any such notice shall thereafter be given by Landlord to Tenant, and no such notice by Landlord shall be deemed to have been duly given to Tenant (and no grace or cure period shall be deemed to have commenced) unless and until a copy thereof shall have been given to each such Leasehold Mortgagee. The Leasehold Mortgagee (i) shall thereupon have a period of thirty (30) days more in the case of an Event of Default in the payment of Rent and sixty (60) days more in the case of any other Event of Default (or in the case of a non-monetary Event of Default which shall require more than sixty (60) days to cure using due diligence, then such longer period of time as shall be necessary so long as such Leasehold Mortgagee shall have commenced to cure (or caused to be commenced such cure) within such 60-day period and continuously prosecutes or causes to be prosecuted the same to completion with reasonable diligence and continuity), after the applicable period afforded Tenant for remedying the Event of Default or causing the same to be remedied has expired and (ii) shall, within such period and otherwise as herein provided, have the right (but not the obligation) to remedy such Event of Default or cause the same to be remedied. Landlord shall accept performance by or on behalf of the Leasehold Mortgagee of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant, so long as such performance is made in accordance with the terms and provisions of this Lease. Landlord shall not object to any temporary entry onto the Premises by or on behalf of the Leasehold Mortgagee to the extent necessary to effect such Leasehold Mortgagee's cure rights, provided such entry is in compliance with Applicable Law. Notwithstanding anything to the contrary, the Leasehold Mortgagee shall have no obligation to cure an Event of Default except as expressly provided in this Lease.

(d) A non-monetary default by Tenant or a non-monetary Event of Default shall not be deemed to exist as long as the Leasehold Mortgagee, in good faith, (i) shall have commenced to cure (or caused to be commenced such cure) the default or Event of Default within the time periods provided in Section 13(c), and continuously prosecutes or causes to be prosecuted the same to completion with reasonable diligence

and continuity (subject to Unavoidable Delays), or (ii) if possession of the Premises or any part thereof is required in order to cure such default or Event of Default, shall have notified Landlord within thirty (30) days after the applicable period afforded to Tenant for remedying the default or Event of Default shall have expired of its intention to institute foreclosure proceedings to obtain possession directly or through a receiver, and thereafter commences such foreclosure proceedings, prosecutes such proceedings with all reasonable diligence and continuity (subject to Unavoidable Delays) and, upon obtaining such possession, commences promptly to cure the default or Event of Default and prosecutes the same to completion with all reasonable diligence and continuity (subject to Unavoidable Delays).

(e) Notwithstanding anything in this Section 13 to the contrary, a Leasehold Mortgagee shall not be required to cure any Incurable Defaults of Tenant, and if any Leasehold Mortgagee, assignee or transferee shall acquire the Premises pursuant to a foreclosure or transfer in lieu of foreclosure, then any such Incurable Default by Tenant shall no longer be deemed a default or Event of Default. For purposes of this Agreement, “Incurable Default” shall mean (i) any Event of Default described in Section 21(a)(iv) or Section 21(a)(v), (ii) any Event of Default that is personal in nature to the Tenant, and (iii) any Event of Default that is based upon Tenant’s wrongful assignment of this Lease or any interest therein (other than a wrongful assignment to such Leasehold Mortgagee).

(f) With respect to any default or Event of Default, so long as the Leasehold Mortgagee shall be diligently exercising its cure rights under this Section 13 with respect thereto within the applicable cure periods set forth above and so long as, if possession of the Premises is required to cure the same, the Leasehold Mortgagee shall be taking the actions required by Section 13(d), Landlord shall not (i) re-enter the Premises, (ii) serve a termination notice, or (iii) bring a proceeding on account of such default to (A) dispossess Tenant and/or other occupants of the Premises, (B) re-enter the Premises, or (C) terminate this Lease or the leasehold estate (such rights described in clauses (i), (ii) and (iii) being herein “Landlord’s Termination Rights”). Upon any cessation of the Leasehold Mortgagee so exercising such rights and undertaking such activities, Landlord may exercise any of Landlord’s Termination Rights hereunder. Nothing in the protections to Leasehold Mortgagees provided in this Lease shall, however, be construed to either (i) extend the Term beyond the expiration date provided for in this Lease that would have applied if no default had occurred or (ii) require such Leasehold Mortgagee to cure any non-monetary default by Tenant that is not capable of being cured as a condition to preserving this Lease or, in the case of a Leasehold Mortgagee only, to obtaining a New Lease as provided in this Section 13.

(g) The exercise of any rights or remedies of a Leasehold Mortgagee, including the consummation of any foreclosure or transfer in lieu of foreclosure, shall not constitute a default under this Lease. A Leasehold Mortgagee shall provide Landlord with prior written notice of its commencement of any foreclosure or of its commencement of any efforts to cause a transfer in lieu of foreclosure.

(h) No Leasehold Mortgagee shall become liable under the provisions of this Lease unless and until such time as it becomes, and then only for so long as it remains, the owner of the leasehold estate created hereby and no performance by or on behalf of such Leasehold Mortgagee of Tenant’s obligations hereunder shall cause such Leasehold Mortgagee to be deemed to be a “mortgagee in possession” unless and until such Leasehold Mortgagee shall take control or possession of the Premises.

(i) New Lease.

- (i) In the event of the termination of this Lease as a result of an Event of Default by Tenant, prior to the expiration of the Term, whether by summary proceedings to dispossess, service of notice to terminate, or otherwise, or as a result of any bankruptcy, insolvency or similar proceedings, Landlord shall serve upon each Leasehold Mortgagee who is entitled to notice, written notice of such termination

promptly following same, together with a statement of any and all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to Landlord. Subject to Section 13(i)(iv) below, the Leasehold Mortgagee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions, and otherwise upon the same terms and conditions and in the same form as this Lease (including a term that expires on the same expiration date as this Lease) (a “New Lease”):

- i. Upon the written request of such Leasehold Mortgagee, served upon Landlord in accordance with Section 25, within forty-five (45) business days after service upon the Leasehold Mortgagee of the aforementioned notice of termination, Landlord shall enter into a New Lease of the Premises with the Leasehold Mortgagee or any designee of the Leasehold Mortgagee (such Leasehold Mortgagee or such designee, the “New Tenant”).
 - ii. The New Lease shall be effective as of the date of termination of this Lease and shall be for the remainder of the Term and at the Base Rent and upon all the agreements, terms, covenants and conditions hereof, it being acknowledged that the New Lease is effectively a reinstatement of this Lease (but with the New Tenant). Upon and as a condition to Landlord’s execution of such New Lease, the New Tenant shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for its termination, as aforesaid, and shall commence to remedy any non-monetary defaults (other than Incurable Defaults) under this Lease (and the New Lease shall require the New Tenant to diligently continue to remedy such non-monetary defaults until cured). Landlord shall have no obligation to deliver physical possession of the Premises in connection with the giving of any such New Lease to the extent that Landlord shall not previously have recovered possession of same.
 - iii. Nothing herein contained shall release Tenant from any of its obligations under this Lease which shall not have been discharged or fully performed by Tenant or by such Leasehold Mortgagee.
- (ii) As between Landlord and such New Tenant, any such New Lease and the leasehold estate thereby created, subject to the same conditions contained in this Lease, shall continue to maintain the same priority as this Lease with regard to any mortgage or any other lien, charge or encumbrance whether or not the same shall then be in existence.
 - (iii) Upon the execution and delivery of a New Lease under this Section 13(i), all subleases which theretofore may have been assigned to Landlord thereupon shall be assigned and transferred, without recourse, by Landlord to the New Tenant. Between the date of termination of this Lease and the date of execution and delivery of the New Lease, if a Leasehold Mortgagee shall have requested such New Lease, Landlord shall not enter into any new subleases, cancel or modify in any material respect any then-existing subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) without the written consent of the

Leasehold Mortgagee, not to be unreasonably withheld or delayed, except as permitted in the subleases.

- (iv) Any rejection of this Lease by any trustee of Tenant in any bankruptcy, reorganization, arrangement or similar proceeding which would otherwise cause this Lease to terminate, shall, without any action or consent by Landlord, Tenant or any Leasehold Mortgagee, effect the transfer of Tenant's interest hereunder to the Leasehold Mortgagee or its nominee or designee. Such Leasehold Mortgagee may reject the transfer of this Lease upon such transfer upon giving notice thereof to Landlord no later than thirty (30) days after notice from Landlord of such transfer. Such Leasehold Mortgagee shall thereupon have no further rights or obligations hereunder. Alternatively, the Leasehold Mortgagee may, during such 30-day period, request a New Lease in accordance with the provisions of this Section 13(i). In the event that the Leasehold Mortgagee shall fail either to timely effect the transfer of this Lease or timely request a New Lease, then this Lease shall be deemed terminated and no Leasehold Mortgagee shall have any further rights under this Lease.

(j) Additional Leasehold Mortgagee Protective Clauses. In addition to the other rights, notices and cure periods afforded to the holders of any Leasehold Mortgage, Landlord further agrees that:

- (i) without the prior written consent of the Leasehold Mortgagee, Landlord will neither agree to any material modification or amendment of this Lease, including any modification or amendment that increases Tenant's obligations or reduces Tenant's rights under this Lease, nor accept a surrender or cancellation of this Lease;
- (ii) Landlord shall execute any modification to the Lease and enter into recognition agreements (in form and substance reasonably acceptable to Landlord, at the cost and expense of the party making the request) as reasonably requested by a Leasehold Mortgagee as a condition to making a loan to Tenant, provided that the same does not materially increase Landlord's obligations or materially diminish Landlord's rights hereunder;
- (iii) the Leasehold Mortgagee shall have the right to participate in the adjustments of any insurance claims of the nature set forth in Article 16 and condemnation awards of the nature set forth in Article 17; and
- (iv) within fifteen (15) business days following the written request of Tenant from time to time, Landlord shall execute and deliver an instrument addressed to the holder of any Leasehold Mortgage confirming that such holder is a Leasehold Mortgagee and entitled to the benefit of all provisions contained in the Lease which are expressly stated to be for the benefit of Leasehold Mortgagees.

(k) No merger of fee title with the leasehold interest under any circumstances (whether voluntary or involuntary or effected by the Landlord or the Tenant) will result in the termination of this Agreement or an extinguishment of any Leasehold Mortgage.

(l) Notwithstanding any other term or provision of this Lease to the contrary, Landlord's interest in this Lease and in the Premises shall not be subject or subordinate to any Leasehold Mortgage now or hereafter placed upon Tenant's interest in this Lease, the leasehold interest created hereby, or upon

any interest in Tenant.

(m) Sale-Leaseback. Notwithstanding anything to the contrary, upon or following substantial completion of the Project, Tenant shall have the absolute right, without requiring Landlord's consent, to Transfer, in whole or in part, Tenant's interest in this Lease and/or the Project in a transaction through which Beta Technologies, Inc. or its Affiliate (the "Beta Sublessee") simultaneously enters into, and thereafter remains the subtenant under, a Sublease for the entirety of the property interest subject to such Transfer (the "Beta Sublease", and together with such Transfer, a "Permitted Sale-Leaseback"). Notwithstanding anything to the contrary, the transferee of this Lease in connection with a Permitted Sale-Leaseback (and any subsequent transferee from such initial transferee) may Transfer its interest in this Lease and the Beta Sublease without the consent of Landlord. Notwithstanding anything to the contrary, the City shall have the same rights, subject to the same exceptions, to review and approve any Transfer of the Beta Sublessee's interest in the Beta Sublease that the City holds with respect to a Transfer of this Lease pursuant to Section 12. Landlord shall execute any modification to the Lease and enter into recognition agreements (in form and substance reasonably acceptable to Landlord, at the cost and expense of the party making the request) as reasonably requested in connection with a Permitted Sale-Leaseback, provided that the same does not materially increase Landlord's obligations or materially diminish Landlord's rights hereunder.

Section 14. Signs. Tenant has the right to place, install or maintain upon the Premises any sign, symbol, advertisement or similar device which is intended to be visible to public view from outside the Premises so long as Tenant first obtains, at its sole expense, all necessary governmental permits and approvals therefor and Landlord's prior written consent (subject to Section 44).

Section 15. Indemnity and Insurance.

(a) Tenant shall, from and after the Effective Date, defend, indemnify and hold harmless Landlord, its officers and employees, from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and reasonable attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity), expenses, demands, suits and causes of action (all of the foregoing collectively referred to as "Liabilities") arising out of or in connection with (i) damage to property or death or injury to any person sustained on or about the Premises, or arising (directly or indirectly) out of or in connection with Tenant's possession, use, occupation or control of the Premises, (ii) damage to any property or death or injury to any person anywhere occasioned, or claimed to have been occasioned, by any willful misconduct or any negligent act or omission of Tenant, its agents, employees, licensees or contractors and (iii) any breach or default of this Agreement by Tenant, its agents, employees, licensees or contractors, except in any event to the extent such damage, death, injury or Liabilities are caused by or arise from the willful misconduct or negligence of Landlord.

(b) Insurance Certificates. Unless waived in writing or otherwise provided by the Landlord, the Tenant shall procure the insurance coverages identified below at the Tenant's own expense and shall furnish the Landlord an insurance certificate listing "City of Burlington, Burlington International Airport" as the certificate holder. The insurance certificate must provide the following:

- Name and address of authorized agent.
- Name and address of insured.
- Name of insurance company(ies).
- Description of policies, including coverage type and amounts.
- Policy Number(s).
- Policy Period(s).

- Limits of liability.
- Name and address of Landlord as certificate holder.
- Signature of authorized agent.
- Telephone number of authorized agent.
- Insurance company will endeavor to notice in accordance with the policy provisions in the event of cancellation/non-renewal.
- Landlord designated as additional insured under all policies with the exception of professional liability and workers' compensation.

Landlord may require certificates of insurance for any insurance policies entered into by Tenant, and Tenant is responsible for annually verifying and confirming in writing to Landlord that all sub-contractors, agents, operators or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Agreement shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Tenant.

(c) Policy Provisions. Each of the insurance coverages required below (i) shall be issued by a company licensed by the State of Vermont to transact the business of insurance in the State of Vermont for the applicable line of insurance, and (ii) shall be an insurer with a Best Policyholders Rating of "A-/VIII" or better by the latest *Best Insurance Report* or has an analogous rating from a comparable rating service approved by Landlord. Each such policy shall contain the following provisions:

- (i) All certificates shall contain a provision stating that the coverages afforded under said policies will not be cancelled, materially changed or not renewed without at least thirty (30) days written prior notice to the Landlord; and
- (ii) The policies shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives and shall contain a clause to the effect that such policies and the coverage evidenced thereby shall be primary with respect to any policies carried by Landlord, and that any coverage carried by Landlord shall be excess insurance. In no event shall the limits of said policies be considered as limiting the liability of Tenant under this Agreement.

(d) Insurance Coverages. During the Term, the Tenant agrees to purchase and maintain the following types of insurance coverages, and provide evidence of continuing coverage to Landlord on an annual basis. Under no circumstances shall Tenant's liability be limited to the amount of insurance carried. Any changes to insurance are at the sole expense of Tenant. Limits of insurance required at the Effective Date of this Agreement are as follows:

- (i) Workers' Compensation and Employer's Liability. The Tenant agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than \$500,000/accident (bodily injury by accident) and \$500,000 policy limit, \$500,000/employee (bodily injury by disease). The Tenant shall require all contractors and subcontractors performing work or occupying the Premises under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation coverages and Tenant shall require from its general contractor(s) that all subcontractors submit certificates of such insurance to Landlord prior to performing work or occupying the Premises.

- (ii) Employers' Liability Insurance. If Tenant has employees, the Tenant shall also maintain Employers Liability Insurance Coverage with limits of at least:

Bodily Injury by Accident - \$500,000 each accident; and
Bodily Injury by Disease - \$500,000 each employee.
Bodily Injury by Disease - \$500,000 policy limit.

The Tenant shall require all contractors and subcontractors performing work or occupying the Premises under this Agreement to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and Tenant shall require from its general contractor(s) that it and all subcontractors submit certificates of such insurance to Landlord prior to performing work or occupying the Premises. Notwithstanding the foregoing, recognizing that not all subcontractors will have the limits set forth herein, the Tenant may allow its contractor to have discretion to accept lower limits from subcontractors as appropriate.

- (iii) Commercial General Liability Insurance. The Tenant shall provide Commercial General Liability Insurance naming the Landlord as additional insured on a primary, non-contributory basis which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures and underground damage liability. The Commercial General Liability Insurance shall provide at minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

- (iv) Commercial Business Automobile Liability Insurance. The Tenant shall provide Commercial Business Automobile Liability Insurance naming the Landlord as additional insured on a primary, non-contributory basis which shall include coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each accident.

- (v) Commercial Umbrella Liability Insurance. The Tenant shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability, and Employers' Liability on a follow form basis in addition to the minimum limits set forth herein and including identical additional insured requirements as required in the primary liability policies. The minimum amount of Umbrella limits required above the coverages and minimum limits stated above shall be \$4,000,000 per occurrence and \$4,000,000 in the aggregate. Alternatively, if excess coverage is not available for any of the liability policies referenced above, the minimum limits of the underlying policy shall be increased by \$4,000,000 per occurrence and \$4,000,000 in the aggregate.

- (vi) Builders Risk Insurance. During the construction of the Project, any major renovation (defined to mean with a cost in excess of \$100,000) or major reconstruction of all or any portion of the Project, Tenant shall provide, or cause its Contractor to provide, a Builder's Risk Insurance Policy to be made payable to the Landlord and Tenant as their interests may appear, but in all instances subject

to the terms, conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee. The policy amount should be equal to 100% of the construct sum under any construction contract applicable to any such reconstruction. All deductibles shall be the sole responsibility of Tenant or the Contractor, and in no event shall the amount of any deductible exceed \$250,000.00. The policy shall be endorsed substantially as follows:

"The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
- (ii) Partial or complete occupancy by Tenant, and
- (iii) Performance of work in connection with construction operations insured by the Tenant, by agents or sublessees or other contractors of Tenant, or by contractors of the Tenant."
- (vii) During the construction of the Project, any major renovation (defined to mean with a cost in excess of \$100,000) or major reconstruction of all or any portion of the Project, Tenant shall require its general contractor, architect and other design professionals with significant design obligations (other than the landscape architect) to carry professional liability insurance covering claims arising out of negligent errors or omissions in rendering or failure to render professional services, in an amount not less than \$1 million each claim and \$2 million annual aggregate; coverage shall include liability arising out of a contract, and if such insurance is on a claims made basis, Tenant's architect shall maintain liability coverage for not less than five years following the date of substantial completion of the work.
- (viii) Property Insurance. Upon completion of the Project, during the Term Tenant shall provide an "all risk" Property Insurance Policy to be made payable to the Landlord and Tenant as their interests may appear, but in all instances subject to the terms and conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee. The policy amount should be equal to 100% of the replacement value of the completed Project and related improvements and shall include replacement cost, demolition cost and increased cost of construction endorsements. All deductibles shall be the sole responsibility of Tenant, and in no event shall the amount of the "All Risk" deductible exceed \$100,000.00. Any improvements constructed by Tenant upon the Premises shall be constructed and maintained at Tenant's risk.
- (ix) Performance Bond and Payment Bond. During the construction of any major renovation (defined to mean with a cost in excess of \$500,000) or major reconstruction of all or any portion of the Project, Tenant shall deliver to Landlord, at the time of execution of a contract related to such construction or reconstruction work evidence of, (x) a Performance Bond of Tenant's contractor equal to 100% of the completed value of the work with Landlord named as a co-obligee, and (y) a Labor and Materials Payment Bond from Landlord's contractor in the amount equal to 100% of the completed value. For additional clarity, this Section 15(d)(ix) shall not apply with respect to the initial construction of the Project, bonding for

which is addressed in Section 3(d)(iii), or otherwise with respect to work being performed by the Contractor.

(e) Waiver of Subrogation. Each of Landlord and Tenant hereby releases the other and their officers, directors, shareholders, agents and employees from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by any of the perils which are insured against under standard policies of fire and casualty insurance (including extended coverage), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. This provision shall be deemed suspended during any period of time when insurance companies will not issue insurance policies for properties with such a provision in this Agreement.

(f) Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein continues throughout the Term and shall not terminate until this Agreement has expired or been terminated and the Premises surrendered.

(g) Review of Insurance. Subject to the terms and conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee, the Landlord reserves the right to review the insurance coverage requirements every five years to ensure that the specified coverages and limits remain commercially reasonable for similar improvements and facilities, and Tenant shall modify its coverage throughout the term of this Agreement at Tenant's sole expense upon the reasonable request of Landlord if the specified coverages and limits are no longer commercially reasonable for similar improvements and facilities.

Section 16. Damage or Destruction. If, during the Term, the Project is wholly or partially damaged or destroyed, Tenant shall promptly give written notice of that damage or destruction to Landlord. Subject to the terms of any Leasehold Mortgage then in effect, any such damage or destruction shall not terminate this Agreement, and Tenant shall apply available insurance proceeds and the amount then held in the Capital Reserve Account to promptly repair, restore, replace, rebuild, or reconstruct (herein "Restoration" or "Restore") the Project to substantially the same quality, workmanship, finishes and size as existed immediately before the damage or destruction unless the Landlord gives its prior written approval to do otherwise (subject to Section 44). Subject to the terms of any Leasehold Mortgage then in effect, which may provide that a Leasehold Mortgagee has the right to participate in adjustment of losses as to casualty proceeds, the Restoration shall be commenced promptly and prosecuted with due diligence following adjustment or collection of insurance proceeds. The terms of any Leasehold Mortgage may require payment of insurance proceeds to be made to the Leasehold Mortgagee or to an independent trustee acceptable to the Leasehold Mortgagee until Restoration is complete. Base Rent required to be paid hereunder shall abate in proportion to that part of the Premises that is rendered unfit for occupancy bears to the whole of the Premises until Restoration is complete. In no event shall Landlord have any right to receive any insurance proceeds; any excess insurance proceeds remaining following Restoration shall be delivered to Tenant, subject to the rights of any Leasehold Mortgagee. The parties acknowledge that if funds held in the Capital Reserve Account are used in connection with the restoration of the Project, the reduction of the sum then held in the Capital Reserve Account may be offset by the fact that some or all of the Project shall have been replaced prior to their scheduled replacement. Notwithstanding the foregoing, Tenant agrees that if reasonably requested by Landlord, it shall commission a third-party consultant selected and paid for by Tenant and reasonably acceptable to Landlord to perform a life cycle analysis of the Project following restoration to determine the amount by which the Capital Reserve Account shall be funded on a monthly basis following restoration.

Notwithstanding anything to the contrary, if any damage or casualty to the Project shall occur within the five (5) years prior to the end of the Term, and the cost of Restoration pursuant is reasonably

estimated to exceed one percent (1%) of the replacement cost thereof, Tenant shall have the right to terminate this Lease. Tenant shall exercise such right on or before the date that is ninety (90) days after the occurrence of such damage or casualty. If Tenant provides such notice of termination of this Lease, then at the option of Landlord, Tenant, at its sole cost and expense (subject to reimbursement from the Capital Reserve Fund and as described below), shall either (i) demolish the Project, or (ii) safeguard and secure the Project so that they do not present any imminent danger to person or property. Landlord shall exercise such option within two (2) months after such notice. If this Lease so terminates, then the proceeds of insurance shall be disbursed as follows: (a) first, to any Leasehold Mortgagee, the amount of the outstanding indebtedness secured by the Leasehold Mortgage, (b) second, to Tenant to reimburse Tenant for the out-of-pocket costs incurred by Tenant pursuant to clauses (i) and (ii) above, if any, and (c) the balance, to Landlord.

Section 17. Condemnation or Eminent Domain; Certain Other Governmental Orders.

(a) If the whole of the Premises and the Project shall be appropriated or condemned under power of eminent domain by any competent authority for any public or quasi-public use or purpose after the Effective Date, Tenant reserves unto itself the right to prosecute its claim for an award of damages for the termination of this Agreement caused by such appropriation or taking, together with damages based on the value of Tenant's total improvements on the Premises and damages Tenant may sustain caused by such appropriation and taking of, or the injury to, the Tenant's leasehold interest. In such event, this Agreement shall terminate when Tenant can no longer use the Premises in the manner herein intended, or when possession thereof shall be required by the appropriating or condemning authority, whichever shall first occur and any unearned Rent or other charges, if any, paid in advance shall be refunded to Tenant.

(b) If a part of the Premises shall be appropriated or condemned, and Tenant determines in its reasonable discretion that such partial taking renders the continued operation and management of the Premises uneconomic, then and in any such event Tenant, at any time either before or within a period of sixty (60) days after the date when possession on the part of the Premises so taken shall be required by the appropriating or condemning authority may elect to terminate this Agreement. If Tenant shall exercise such election to terminate this Agreement, Tenant shall have the right to prosecute its claim for an award for damages for the termination of this Agreement caused by such partial appropriation or taking, together with damages based on the value of Tenant's total improvements in the same manner and to the same extent as that hereinbefore reserved by Tenant in the event that the whole of the Premises were appropriated or condemned, except that nothing herein shall be construed to entitle Tenant to any such damages or to obligate the Landlord to pay any such damages or portion thereof upon a failing by the condemning or appropriating authority or an adjudication as between the authority and Tenant to make an award of damages. Upon termination, any unearned Rent or other charges, if any, paid in advance shall be refunded to Tenant. For additional clarity, any temporary taking of the whole or part of the Premises shall be considered under this Section 17 as a partial taking.

(c) If Tenant shall fail to exercise such option, or in the event that a part of the Premises shall be taken or condemned under circumstances in which Tenant shall have no such option, then in either event this Agreement shall continue in full force and effect and shall terminate only as to that part of the Premises so taken and Rent required to be paid hereunder shall abate in proportion to that part of the Premises that is taken or condemned bears to the whole of the Premises. In that event Tenant shall, using compensation available or paid upon such a partial taking (or purchase), and if those are insufficient, using funds then held in the Capital Reserve Account, make all repairs to the buildings and improvements on the Premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit (to the extent permitted, however, taking into consideration the amount of land remaining after any such taking or purchase). All compensation available or paid to the Landlord and Tenant upon such a partial taking (or purchase), shall be paid to Tenant for the purpose of paying towards the cost of such restoration,

and any excess compensation shall be paid first to Tenant for the value of any improvements or improved property so taken, and then to Landlord for the value of any property taken and considered as unimproved and for the cost of any property restoration occasioned by such partial taking (or purchase). The parties acknowledge that if funds held in the Capital Reserve Account are used in connection with the restoration of the Project, the reduction of the sum then held in the Capital Reserve Account may be offset by the fact that some or all of the Project shall have been replaced prior to their scheduled replacement. Notwithstanding the foregoing, Tenant agrees that if reasonably requested by Landlord, it shall commission a third-party consultant selected and paid for by Tenant and reasonably acceptable to Landlord to perform a life cycle analysis of the Project following restoration to determine the amount by which the Capital Reserve Account shall be funded on a monthly basis following restoration.

(d) In all events, and notwithstanding the foregoing provisions of this Section or anything to the contrary, a Leasehold Mortgagee shall have the right to participate in any condemnation proceedings and settlement discussions. If any Leasehold Mortgage is in effect at the time of any taking or partial taking, payments or awards made in connection therewith shall be made to the Leasehold Mortgagee or to an independent trustee for the purposes of supervising and controlling the receipt and disbursement of condemnation awards for the restoration of the Premises (in the event of a partial taking that does not result in the termination of this Agreement) or otherwise. This payment must not be less than the total award minus the value of the land considered as unimproved but encumbered by this Agreement.

(e) To the maximum extent allowable under State or Federal Law, Tenant reserves its rights to pursue damages or remedies for any condemnation of the Premises. Nothing in this Section 17 waives or modifies any legal or equitable rights Tenant may have as a leasehold owner or as a business owner in the event the Premises is subject to eminent domain.

(f) In the event of the issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Tenant of all or any substantial part of the Premises or preventing or restraining the use of the Airport for usual Airport purposes in its entirety, or the use of any part thereof which may be used by Tenant and which is necessary for Tenant's operations on the Airport, Landlord shall not be deemed in default of its obligations hereunder, and Tenant's obligation to pay Rent shall equitably abate until such order terminates or is vacated.

(g) In the event that any agency or instrumentality of the federal or any state or local government shall occupy the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport or its use for civil aviation, and any of said events shall result in material interference with Tenant's normal operations, Landlord shall not be deemed in default of its obligations hereunder, and Tenant's obligation to pay Rent shall equitably abate until such state affairs ceases and normal operations resume

Section 18. **Landlord's Right to Mortgage Property.**

(a) Landlord shall have the right to grant one or more mortgages, deeds of trust or other security instruments on Landlord's interest in the Premises (each, a "Fee Mortgage"), subject to Section 18(b).

(b) Any Fee Mortgage shall automatically and without further act be subject and subordinate in all respects to this Lease, any Leasehold Mortgage and the Tenant's rights hereunder. The foregoing is intended to provide that although the Fee Mortgage pertains to the fee interest in the Property, any exercise by the holder of a Fee Mortgage (each, a "Fee Mortgage") of its remedies thereunder shall be subject to this Lease and any Leasehold Mortgage and shall not terminate or otherwise affect this Lease. No

foreclosure of such Fee Mortgage (or deed in lieu of such foreclosure) or other exercise of remedies under a Fee Mortgage, shall operate to disturb the rights of Tenant under this Lease or the rights of a Leasehold Mortgagee under a Leasehold Mortgage, and the transferee thereof shall recognize such rights. The foregoing provisions of this Section 18(b) are intended to be self-operative, but each Fee Mortgagee, by acceptance of its Fee Mortgagee, shall be deemed to have agreed to execute such further assurances as Tenant or any Leasehold Mortgagee may reasonably request to confirm the agreements set forth in this Section 18(b).

Section 19. **Environmental Compliance.**

(a) Except as provided in Subsections 19(b) and 19(d), below, to the extent caused by or arising from the acts or omissions of Tenant, its agents, employees or contractors, Tenant shall defend, indemnify, and hold harmless Landlord and its officers and employees from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including reasonable attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to: (i) the presence, disposal, release, or threatened release of any Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities which are based upon or in any way related to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors. For purposes of this Section 19, the term “Hazardous Materials” includes any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, oil or petroleum products, asbestos, or related materials; including as the same are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, *et seq.*), applicable Vermont Statutes, and in the regulations adopted and publications promulgated pursuant thereto. Tenant shall provide Landlord with copies of any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials and the Premises and shall give Landlord written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises. The foregoing provisions shall be in addition to any other obligations and liabilities Tenant may have under this Agreement, at common law, or otherwise, and shall survive the termination or expiration of this Agreement for a period of two years.

(b) Tenant shall not be liable to Landlord for any Hazardous Materials to the extent that such Hazardous Materials were generated, stored, handled, transported, disposed of, discharged or released by any party other than Tenant, its agents, employees or contractors.

(c) Tenant shall provide Landlord with copies of any environmental reports or studies in its possession or in the possession of its agents which it can obtain without expense related to the Premises and any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials on, from or affecting the Premises and shall give Landlord written notice of its discovery or release of any Hazardous

Materials on, from or affecting the Premises.

(d) Except as otherwise provided in Subsection 19(a), above, Landlord shall defend, indemnify, and hold harmless Tenant and its members and managers from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to: (i) the presence, disposal, release, or threatened release of any Hazardous Materials on, from, or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released prior to January 1, 2020 and/or by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials on, from or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released prior to January 1, 2020 and/or by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials on, from or affecting the Premises; and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities based upon or in any way related to Hazardous Materials on, from or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released prior to January 1, 2020 and/or by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors. Landlord shall provide Tenant with copies of any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials on, from or affecting the Premises and shall give Tenant written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises. The foregoing provisions shall be in addition to any other obligations and liabilities Landlord may have under this Agreement, at common law, or otherwise, and shall survive the termination or expiration of this Agreement for a period of two years.

Section 20. **Quiet Enjoyment; Landlord's Warranties.**

(a) Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed under this Agreement, Tenant shall and may peaceably and quietly have, hold, occupy and enjoy the Premises, the Project and all appurtenances thereto without hindrance or molestation from any person claiming by, through or under Landlord.

(b) Landlord represents and warrants to Tenant that (i) Landlord and any person executing this Agreement in a representative capacity has full right and lawful authority to execute this Agreement in the manner and upon the conditions and provisions herein contained; (ii) Landlord has obtained all necessary approvals, including from the FAA, to enter into this Agreement, including to allow the use of the Premises by Tenant as permitted under this Lease; (iii) Landlord owns good and marketable fee simple title to the Premises subject only to the Permitted Encumbrances and to no other restrictions, covenants, conditions, easements or encumbrances whatsoever unless subsequently consented to by Tenant (and if applicable by any Leasehold Mortgagee), (iv) Landlord has fully complied with all requirements pertaining in any way to the disposition of real estate as the same may apply to this Agreement, and (v) except as expressly provided otherwise in this Lease, there are no leases, licenses, or other agreements pursuant to which any person has the right to use or occupy any part of the Premises, except as set forth on **Schedule 20(b)** attached hereto.

Section 21. **Defaults.**

(a) If any one or more of the following events (herein called "Events of Default") shall occur:

- (i) if default shall be made in the due and punctual payment of any installment of Rent, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) business days after written notice thereof from Landlord; provided, however, that once Landlord has given Tenant two (2) such notices during any twelve (12) consecutive month period, Landlord shall not be required to give further written notice, and thereafter the failure by Tenant to pay any installment of Rent, when and as the same shall become due and payable, which failure continues for a period of ten (10) business days, shall be an Event of Default without further notice; or
- (ii) if default shall be made in the due and punctual payment of any installment of any sum of money payable by Tenant under this Agreement other than Rent, when and as the same shall become due and payable, and any such default shall continue for a period of ten (10) business days after written notice thereof from Landlord; provided, however, that once Landlord has given Tenant two (2) such notices during any twelve (12) consecutive month period, Landlord shall not be required to give further written notice, and thereafter the failure by Tenant to make any such payment when and as the same shall become due and payable, which failure continues for a period of ten (10) business days, shall be an Event of Default without further notice; or
- (iii) if default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Agreement provided, other than those referred to in the foregoing Subsections 21(a)(i) or (ii), and such default shall continue for a period of thirty (30) days after written notice from Landlord to Tenant specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, Tenant fails to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence (it being understood that the time of Tenant within which to cure shall be extended for such period as may be necessary to complete the same with all due diligence); or
- (iv) if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy or insolvency statute or law, or shall seek or consent to the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises; or
- (v) if within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy act or any other present or future state or federal bankruptcy or insolvency statute or law, such proceeding shall not have been dismissed, or, if,

within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or substantially all of its properties or of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated,

then and in any such event Landlord, at any time thereafter that the Event of Default remains uncured, may give written notice to Tenant specifying such Event of Default or Events of Default and stating that this Agreement and the term thereof shall expire and terminate on the date specified in such notice which shall be at least sixty (60) days after the giving of such notice, and upon the date specified in such notice this Agreement and such term and all rights of Tenant under this Agreement shall, subject to the rights of Leasehold Mortgagees, expire and terminate (except those that are expressly provided to survive termination of this Agreement) and whereupon the provisions of Section 7(c) and Section 7(d) shall apply.

Notwithstanding anything to the contrary, if the Event of Default giving rise to such notice of termination from Landlord arises pursuant to Section 21(a)(i) or 21(a)(ii), Tenant may cure such Event of Default prior to the date specified in Landlord's notice of termination in which event this Agreement shall continue in full force and effect.

Further notwithstanding anything to the contrary, if the Event of Default results in an emergency matter posing a risk of immediate harm to persons or property and/or respects failure by Tenant to maintain insurance as required by this Lease and Tenant fails to remedy the same within a reasonable time given the exigency, Landlord may elect to cure the same and Landlord's reasonable costs in so doing will be considered Additional Rent under this Lease.

(b) Upon any such expiration or termination of this Agreement, Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and reenter the Premises and possess and repossess itself thereof by summary proceedings, and may bring such actions for damages or equitable relief to which Landlord may be entitled under Applicable Law or at equity, provided that in no event shall Landlord be entitled to accelerate or otherwise receive Rent for longer than four (4) years of the unexpired remainder of the Term, subject to Landlord's obligation to use good faith efforts to mitigate Tenant's damages.

(c) If Landlord shall default in its obligations under this Agreement, Tenant may pursue all available legal or equitable remedies provided by law.

Section 22. **Additional Covenants of Tenant.** Tenant covenants and agrees as follows:

(a) To keep and maintain the Project and the Premises, and each and every part thereof including the building structure and roof, doors and windows, exterior appearance, gas, electrical, plumbing, HVAC and other building systems, landscaping and hardscaping, and building shell and core fixtures, in good order, condition and repair (reasonable wear and tear excepted).

(b) Not to make any illegal use of the Premises and not to cause waste to the Premises.

(c) To pay to Landlord a late charge equal to five percent (5%) of each payment of Rent or other amount due hereunder which is not received by Landlord within ten (10) days after the same is due.

Section 23. **No Waiver; No Accord and Satisfaction.** The waiver by Landlord of a breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other term, covenant or condition. The subsequent

acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Agreement shall be deemed to have been waived or modified, unless such waiver or modification is in writing and executed on behalf of the parties. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Agreement provided.

Section 24. **Time is of the Essence; Force Majeure.** All time limits stated herein are of the essence of this Agreement. If either party (and/or a Leasehold Mortgagee curing Tenant's or its obligations hereunder) shall be affected by Unavoidable Delay (as defined below), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. As used in this Agreement, "Unavoidable Delay" means delays incurred due to (i) any act of God (including weather delays beyond historic weather patterns), flood, earthquake, fire, disease, pandemics, epidemics and the like, (ii) labor strike, civil unrest or work stoppage or slowdown (including failure of building inspectors to reasonably process approvals that cause work stoppage), (iii) unforeseeable interruptions in utility services, (iv) unforeseeable material shortages, transportation and logistics delays, (v) sabotage, war, riot, terrorism, moratorium, (vi) unforeseeable governmental action (including required work stoppage or closure of construction sites by applicable government authorities including closures in the general vicinity where the Premises is located, and including unforeseen archeological conditions or closure of government offices that issue necessary permits), (vii) delays caused by the other party, or with respect to Tenant any Affiliate of Tenant, or with respect to Landlord, any division, department or instrumentality of Landlord or under Landlord control, (viii) any other unforeseeable act of any third party unrelated to, and having no arrangements, contractual or otherwise, with the Premises or the respective party claiming the delay that reasonably prevents an action from being taken through no fault of the respective party claiming the delay, or (xi) other similar causes beyond the reasonable control of the party claiming the delay (but not including insolvency).

Section 25. **Notices.** Any notices to be given pursuant to this Agreement shall be sufficient if given by a writing deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid, by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, by email (provided the electronic process used is reasonably secure and not easily susceptible to manipulation and that if notice is delivered by email, notice must also be delivered by one of the other methods described above unless the recipient or its counsel waives for foregoing) addressed as follows:

If to Landlord: City of Burlington
 Attention: Office of the City Attorney
 City Hall, 149 Church St.
 Burlington, VT 05401

with a copy to: Burlington International Airport
 Attention: Director of Aviation
 1200 Airport Drive
 South Burlington, VT 05403

with a copy to: Jeremy Farkas, Esq.

MSK Attorneys
275 College Street
P.O. Box 4485
Burlington, VT 05406-4485
Telephone No.: (802) 861-7000
Email: jfarkas@mskvt.com

If to Tenant: Beta Technologies, Inc.
Attention: CEO & COO
1150 Airport Drive
South Burlington, VT 05403
Telephone No.: (802) 281-3623
Email: kyle@beta.team & blain@beta.team

with a copy to: Beta Technologies, Inc.
Attention: General Counsel
1150 Airport Drive
South Burlington, VT 05403
Telephone No.: (802) 281-3623
Email: bdunkiel@beta.team

or to such other person, address or number as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid; (iii) if sent by email, when transmitted, provided that the sender does not receive an automated delivery failure or “out of office” message.

Section 26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction’s principles of conflict of laws. The parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the U.S. District Court for the District of Vermont. The parties assert that they have purposefully availed themselves of the benefits of the laws of the State of Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the parties’ actions took place in the State or elsewhere in the United States.

Section 27. **Partial Invalidity.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 28. **Holding Over.** If Tenant shall continue in occupancy of the Premises after the expiration or termination of this Agreement, such occupancy shall not be deemed to extend or renew the terms of this Agreement, but such occupancy shall continue as a tenancy at will from month to month and otherwise upon the covenants, provisions and conditions herein contained, except that Base Rent shall be doubled. This Section shall not be construed as giving Tenant any right to hold over after any such expiration or termination. In addition, Tenant agrees to pay Landlord’s reasonable attorney’s fees and related costs if

Landlord must take legal action to evict or eject Tenant who is holding over or to collect the holdover amount as set forth in this provision.

Section 29. **Jury Trial Waiver.** Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Agreement. This waiver is knowingly, intentionally, and voluntarily made by Tenant and Landlord and Tenant and Landlord acknowledge that neither Landlord nor Tenant nor any person acting on behalf of Landlord or Tenant has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. Tenant and Landlord further each acknowledge that it has been represented (or has had the opportunity to be represented) in the signing of this Agreement and in the making of this waiver by independent legal counsel, selected of its own free will, and that it has had the opportunity to discuss this waiver with counsel. Tenant and Landlord further acknowledge that it has read and understands the meaning and ramifications of this waiver provision.

Section 30. **Tenant and Landlord Defined.** The word “Tenant” shall be deemed and taken to mean Beta Technologies, Inc. and its successors and permitted assigns. The term “Landlord” as used in this Agreement means only the owner for the time being of the Premises, so that, in the event of any sale thereof, the seller shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder not theretofore accrued, and it shall be deemed and construed, without further agreement between the parties or between the parties and the purchaser of the Premises, that such purchaser has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

Section 33. **Notice of Lease.** The parties will at any time, at the request of either one, promptly execute multiple originals of an instrument, in recordable form which will constitute a notice of lease, setting forth the information required by 27 V.S.A. § 341(c). Landlord shall, upon request of Tenant, promptly execute and deliver to Tenant any transfer tax returns, affidavits or other documents which shall be required by any recording office as a condition of recording such memorandum or notice of this Agreement. Tenant shall be responsible for all recording fees and other recording costs, including recording taxes, related to the recording of the memorandum or notice of this Agreement.

Section 34. **Number; Gender; “Including”.** Wherever the context so requires, the singular and the plural form of words and words of masculine or feminine gender shall, within those respective classifications, be deemed interchangeable. The term “including”, and variants thereof, shall mean “including without limitation” unless the context otherwise expressly provides.

Section 35. **Captions; Headings.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of such sections, nor in any way affect this Agreement or have any substantive effect.

Section 36. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument; such counterparts may be evidenced by pdf or similar reproduction methods and/or may be executed electronically using electronic signature software (e.g., DocuSign or similar software) or similar methods (each a method of “Electronic Execution”), and each pdf or Electronic Execution shall have the same legal and binding effect as original signatures; upon the request of either party, the other shall furnish a copy or copies with original signature within five (5) business days.

Section 37. **Waiver of Rule of Construction.** The parties waive the benefit of any rule that this Agreement is to be construed against one party or the other.

Section 38. **Entire Agreement; Amendment.** This Agreement and the exhibits hereto and the

agreements referenced herein embody the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by both parties.

Section 39. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 40. **Commissions and Fees.** The parties hereto warrant and represent to each other that they have no knowledge of any real estate broker or agent to whom a commission may be payable as a result of this transaction or any such knowledge of any other finder's fees or commissions related thereto, and each party agrees to indemnify and hold harmless the other for all claims or demands of any real estate agent or broker claiming by, through, or under such party, which indemnification shall also include payment of costs and attorneys' fees incurred by a party in defense of a claim for such real estate commissions or fees.

Section 41. **Tenant Representations and Warranties.** The Tenant makes the following representations and warranties to and for the benefit of Landlord:

(a) Tenant is a Delaware corporation, validly existing and in good standing under the laws of the State of Delaware and qualified to do business in the State of Vermont and has the full power and authority to enter into, execute, deliver, and consummate the transaction contemplated by this Agreement and any instruments and agreements contemplated herein. Tenant has taken all action required by law or by its organizational or corporate documents to authorize the execution, delivery, and consummation of the transaction contemplated hereby.

(b) The consummation of the transaction contemplated by this Agreement will not violate or be in conflict with any provision of Tenant's governing documents, or any other agreement or instrument to which Tenant is a party or by which Tenant is bound, or any judgment, decree, order, statute, rule or regulation applicable to Tenant.

(c) This Agreement constitutes the legal, valid and binding obligation of Tenant in accordance with its terms. No consent or approval of any trustee or holder of any indebtedness of the Tenant, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(d) No information, exhibit or report furnished to the Landlord by the Tenant in connection with the negotiation of this Agreement knowingly contains any untrue statement of a material fact or knowingly omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 42. **No Partnership.** The parties do not intend by this Agreement to create, nor shall this Agreement be deemed to create, a partnership or a joint venture among the parties; each party is an independent actor and entity, and nothing in this Agreement shall be deemed to make either party an agent or partner of the other, or to give either party the right to bind the other in any way, notwithstanding any reference to the Project as a "public-private partnership."

Section 43. **No Third-Party Rights.** This Agreement is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns, subject to the express provisions hereof relating to successor and assigns, and except as otherwise expressly set forth herein, no

other person, individual, corporation or entity, whatsoever, shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 44. **Consents and Approvals.** Wherever this Agreement requires the approval or consent of Landlord or Tenant, unless a different standard is expressly indicated, such approval or consent shall not be unreasonably withheld, conditioned or delayed. Wherever this Agreement requires the approval or consent of Landlord or Tenant, unless a different time period is expressly provided, such party shall respond to any written request for approval or consent within ten (10) business days following receipt of the same. Such response shall include either the party's consent to, or rejection of, such request. The responding party may also request additional information or materials related to the approval or consent requested (provided such request shall not extend the time of such party to respond to the request). If any party fails to respond to any written request for approval or consent within such time period as may be provided in this Agreement, the party requesting such approval or consent may elect to send an additional written notice that (i) is marked URGENT, IMMEDIATE RESPONSE REQUIRED and states the approval or consent that is requested, and (ii) states that the failure to respond to such request within two (2) business days after receipt of such additional written notice shall be deemed approval or consent. If such additional notice is sent as aforesaid, the failure to respond to such request within two (2) business days after receipt of such additional written notice shall be deemed approval or consent to the request contained therein (a "**Deemed Approval**"). Wherever this Agreement requires the approval or consent of Landlord or Tenant, if such party determines to withhold such approval or consent, such party shall state in reasonable detail the basis for withholding such approval or consent.

Section 45. **Estoppel.** Each party shall, within thirty (30) business days after request by the other party, execute and deliver to the requesting party, or the party designated by the requesting party, a statement certifying that: (i) this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the modified Agreement is in full force and effect); (ii) whether, to the responding party's knowledge, either party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement.

Section 46. **Further Assurances.** Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Lease, including amending this Lease to adjust the legal description of the Premises following construction to account for as-built conditions and entering into separate easements or other instruments to effectuate the access, use and other rights set forth in this Lease; provided, however, that the execution and delivery of such documents by such party shall not result in any additional liability or material cost to such party.

Section 47. **Dispute Resolution; Attorneys' Fees.** If a dispute arises between the parties with regard to the performance or interpretation of any terms of this Agreement, the parties agree to use the following procedures in the order as set forth below:

(a) **Negotiation.** A meeting shall be held between the Landlord and Tenant regarding the dispute to attempt in good faith to negotiate a resolution of the dispute (the "Negotiation Meeting"); such Negotiation Meeting shall be held within five (5) business days of a party's written request for such a meeting and may occur by telephone or video conference.

(b) **Mediation.** If the parties fail to resolve their dispute through the Negotiation Meeting, either party (the "**Notifying Party**") may demand non-binding mediation in an effort to resolve the dispute by giving written notice (the "**Notice of Dispute**") to the other party (the "**Receiving Party**"). The Notice

of Dispute shall include, in detail, the issues in dispute that the Notifying Party deems relevant to the mediation. Within five (5) business days following the date of the Notice of Dispute, the Receiving Party shall submit to the Notifying Party a list of three (3) persons in Vermont or adjacent states who (i) do not have any professional, business, family or personal affiliation with any of the parties that would compromise their independence, (ii) have relevant training, experience and expertise with regard to the matters in dispute, and (iii) are reasonably available to mediate the dispute (the “Mediator List”). The Notifying Party shall, within three (3) business days following receipt of the Mediator List select a mediator (the “Designated Mediator”) from the Mediator List and give written notice of the identification of the Designated Mediator to the Receiving Party and to the Designated Mediator. If the Receiving Party fails to approve a Mediator List within the time provided above, the Notifying Party shall have the right, upon notice to the Receiving Party, to designate a Designated Mediator who the Notifying Party reasonably believes will satisfy the Mediator criteria set forth above. The parties shall use good faith efforts to schedule and conduct the mediation as expeditiously as is reasonably possible, and the parties shall use their best efforts to make authorized representatives with authority to settle the dispute available for mediation and to cooperate in the mediation. The cost of Mediation, including any fees charged by the Mediator, shall be paid in equal shares by the Notifying Party and the Receiving Party.

(c) All negotiation shall occur in Chittenden County, Vermont at a mutually agreeable location; all Mediation shall occur or at the office of the Designated Mediator unless the parties to the dispute otherwise agree.

(d) If the parties fail to resolve the dispute through negotiation or mediation, then (1) if the parties agree on binding arbitration, they shall submit the matter to binding arbitration by a single arbitrator, or (2) a party may seek an adjudicated resolution through an appropriate court.

(e) The parties consent to the inclusion in any mediation, arbitration, or litigation (by consolidation, joinder, or any other manner) third parties substantially involved in a question of law or fact common to a dispute between the parties under this Agreement.

(f) The substantially prevailing party in any dispute arising out of or relating to this Agreement that is resolved by binding arbitration or by litigation shall be entitled to recover from the other party its reasonable attorneys’ fees, costs and expenses incurred in connection therewith.

(g) This dispute resolution provision shall survive the expiration or termination of this Agreement.

Section 48. **Termination of Original Lease.** Landlord and Tenant hereby agree that the Original Lease is hereby terminated and of no further force or effect.

Signature Page(s) Follows

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their duly authorized agents, do hereby execute this Agreement as of the date first set forth above.

LANDLORD

City of Burlington

By: _____
Name: _____
Title: _____

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This Lease was acknowledged before me on _____, 20__ by _____ as _____ and
Authorized Agent of the City of Burlington.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.25
My credential number: _____

TENANT

Beta Technologies, Inc.

By: _____
Name: _____
Title: Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This Lease was acknowledged before me on _____, 20__ by _____ as _____ and
Authorized Agent of Beta Technologies, Inc.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.25
My credential number: _____

EXHIBIT A
DEPICTION OF AIRPORT PROPERTY

[attached behind]⁵

⁵ DRM Note: Use same Exhibit A as with Valley West Apron.

EXHIBIT B-1

LEASE PLAN

[attached behind]⁶

⁶ DRM Note: Beta to provide

EXHIBIT B-2

Premises Legal Description

[to follow]⁷

⁷ DRM Note: Beta to provide.

EXHIBIT C
Parking Spaces
[to follow]⁸

⁸ DRM Note: BetaParties to provide coordinate graphic representation of location of Parking Spaces.

EXHIBIT D

Reserved

EXHIBIT E

REQUIRED FEDERAL PROVISIONS

I. Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant. This provision obligates Tenant for the period during which the property is owned, used or possessed by Tenant and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

II. **Compliance with Nondiscrimination Requirements:** During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor’s continuing noncompliance with the nondiscrimination provisions of this contract and failure to cure the same following the applicable notice and cure provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. During the performance of this Agreement, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Schedule 1(e)

Permitted Encumbrances⁹

⁹ DRM Note: Beta to provide.

Schedule 7(f)

Parameters for Capital Reserve Account

[attached behind]¹⁰

¹⁰ DRM Note: Beta to provide.

Schedule 20(b)

Lease Schedule

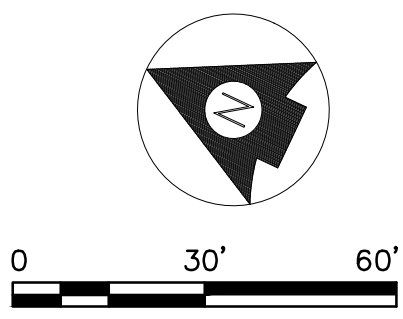
None.

22471006.1

22490259.1

KEY — PREMISES

LEASE AREA — 177,166 SF



GROUND LEASE AGREEMENT

BETWEEN

THE CITY OF BURLINGTON

AND

BETA TECHNOLOGIES

FOR THE

NORTH HANGAR

1150 AIRPORT DRIVE

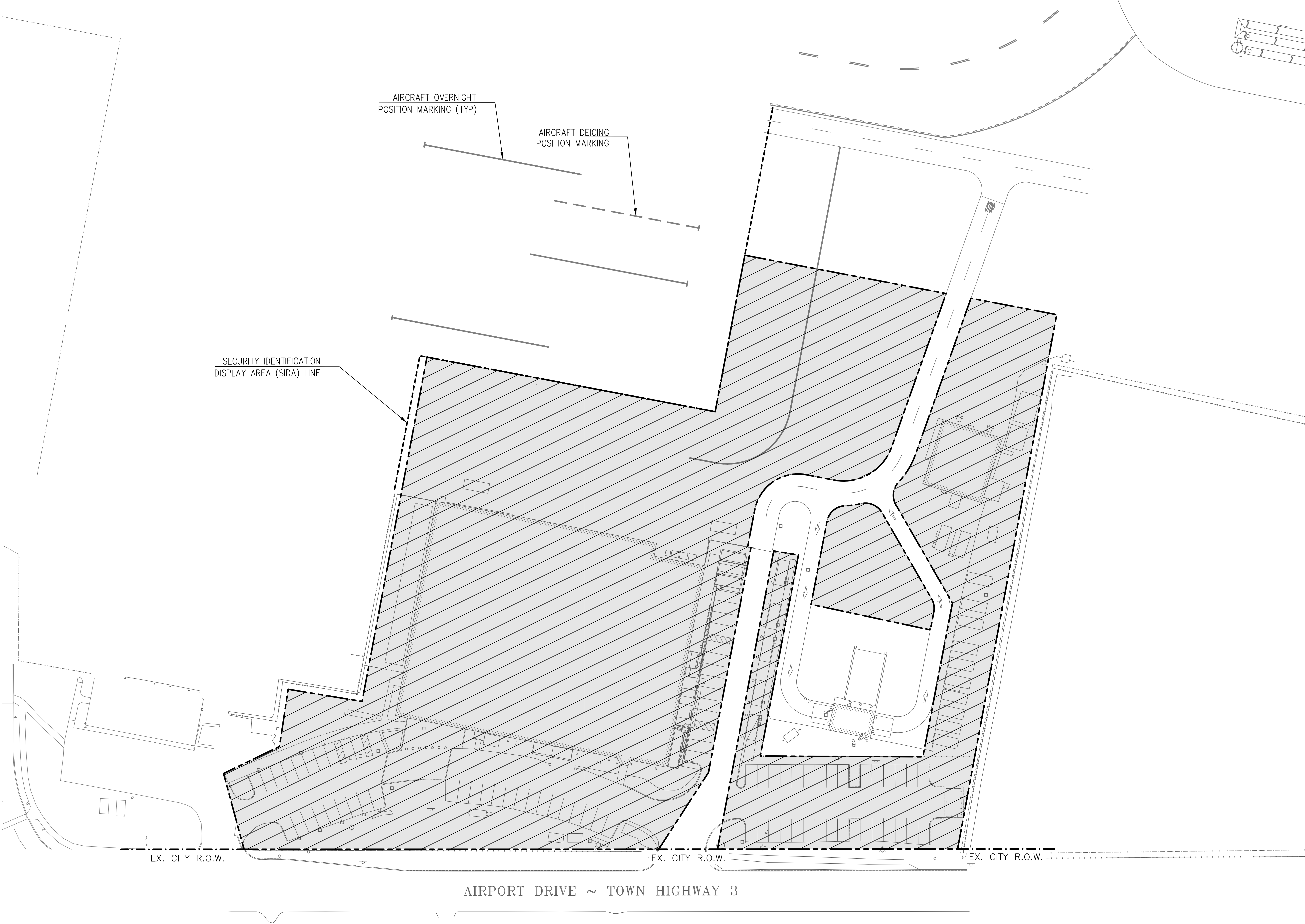


EXHIBIT B-1
LEASE PLAN

EXHIBIT
B-1

Board of Finance and City Council Submission ChecklistDepartment: Airport Submitter: H. DusablonTitle/Subject: North Hangar Ground Lease and Bill of Sale

	Approval:	Meeting Date:
☒	Board of Finance	2/5/24
☒	City Council	2/12/24
☐	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	1/5/2024	N. Longo
Mayor's Office informed and approved memo	Yes	1/29/2024	J. Redell
Board/Commission, if required	N/A	2/7/2024	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	1/18/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	1/5/2024	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Bill of Sale, Lease Agreement
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

BURLINGTON PUBLIC WORKS DEPT

SOUTH END COORDINATION SCHEDULE

Update 2.12.24

COMPLETED PROJECTS

- PASSENGER RAIL PROJECT**
- U.S. ROUTE 7 PAVING**
- SHELBURNE STREET ROUNDABOUT**

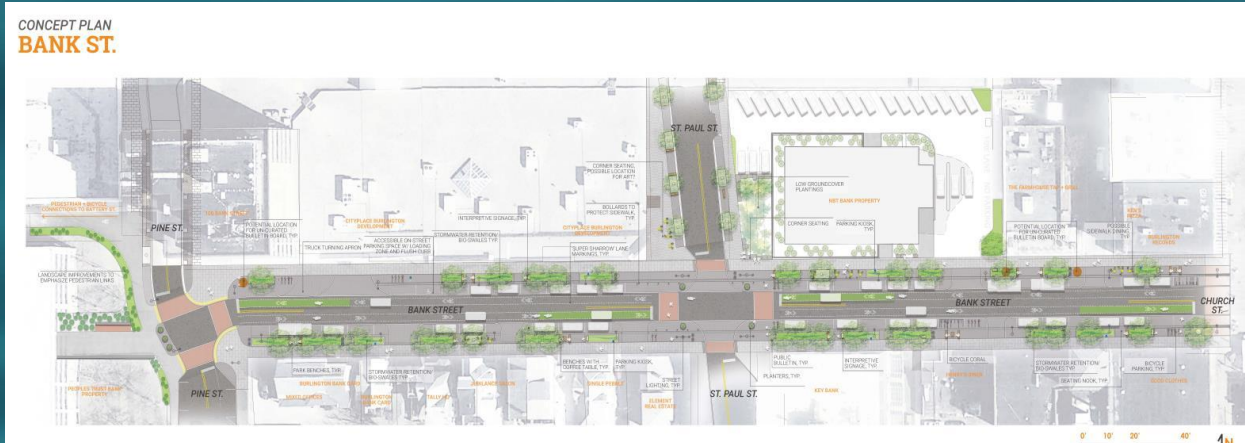
PROJECTS IN CONSTRUCTION

- MAIN STREET GREAT STREETS PHASE 1**
- CHAMPLAIN PARKWAY INITIAL PHASE**

PROJECTS IN DEVELOPMENT

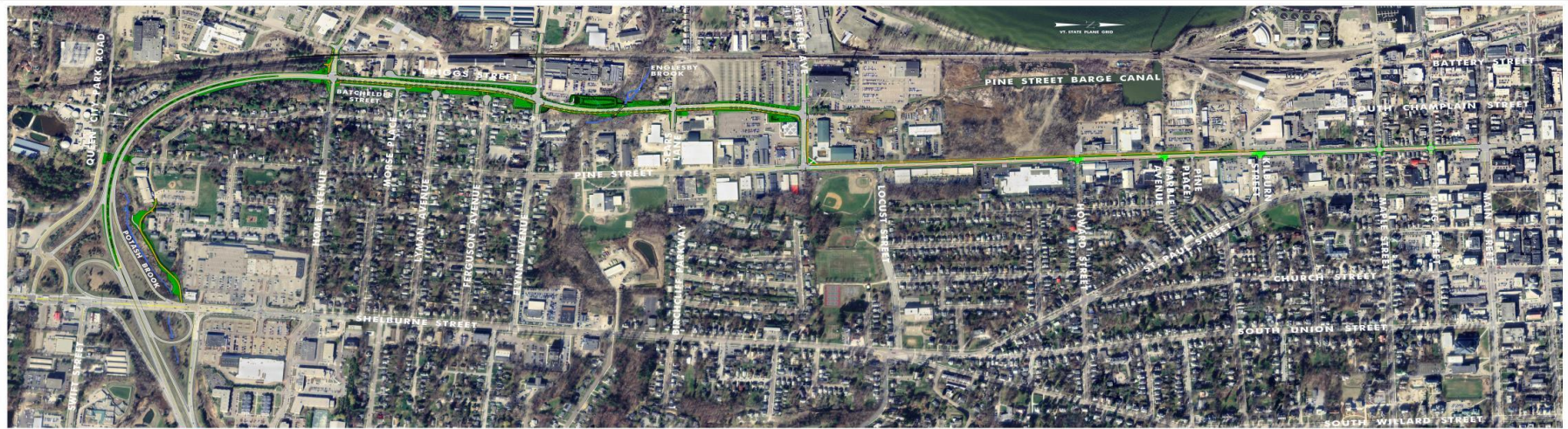
- CHAMPLAIN PARKWAY FINAL PHASE**
- RAILYARD ENTERPRISE PROJECT**
- CHERRY STREET-GREAT STREETS/BTC**
- BANK STREET-GREAT STREETS/BTC**
- MAIN STREET GREAT STREETS PHASE 2**

BANK & CHERRY GREAT STREETS/BTC



BURLINGTON PUBLIC WORKS DEPT
SOUTH END COORDINATION SCHEDULE
 Update 2.12.24

CHAMPLAIN PARKWAY



Legend

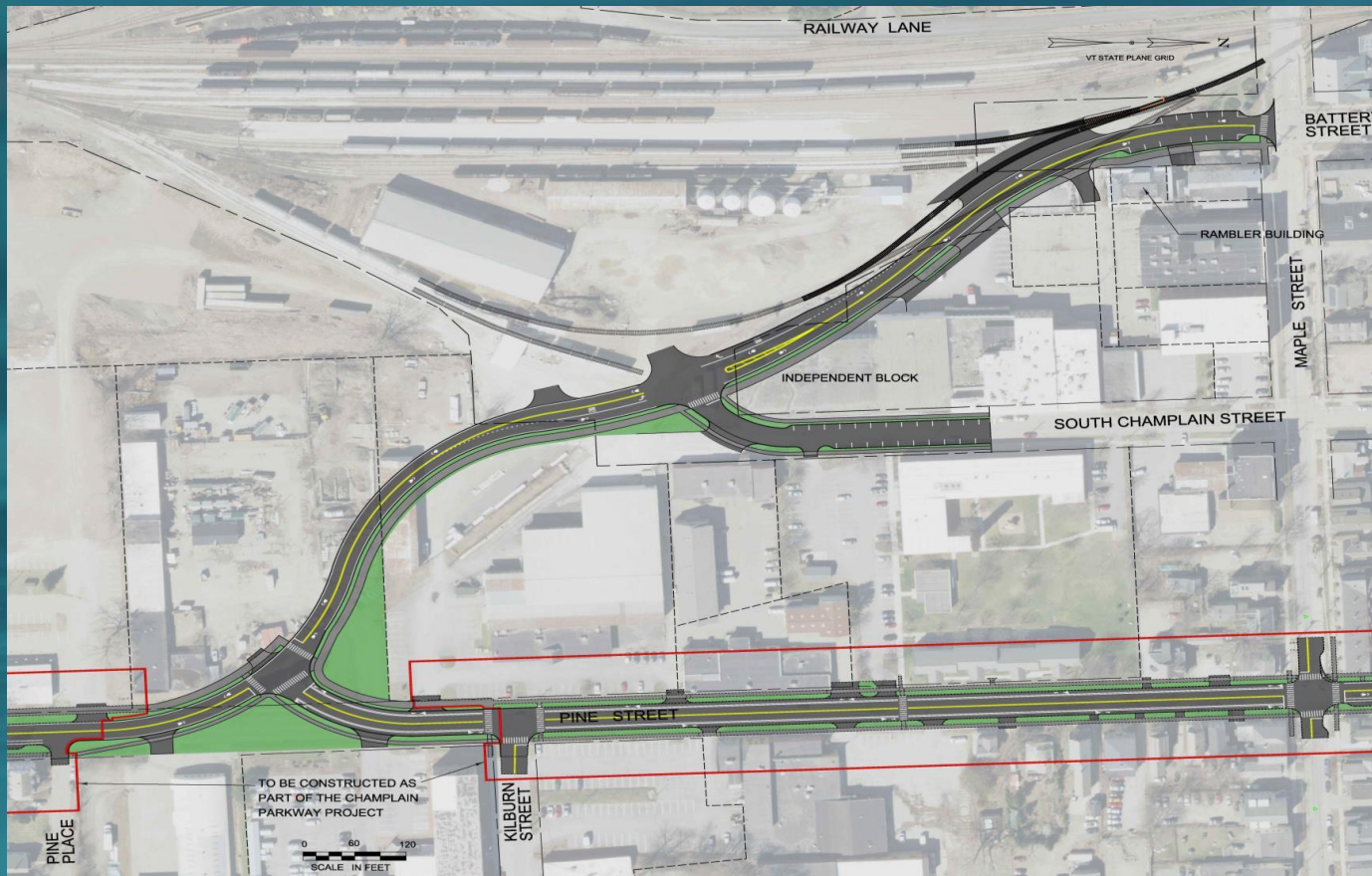
- New Plantings
- Signals
- Paving
- Sidewalks
- Shoulder-use Path
- Wetland Boundary

CHAMPLAIN PARKWAY



BURLINGTON PUBLIC WORKS DEPT
SOUTH END COORDINATION SCHEDULE
 Update 2.12.24

RAILYARD ENTERPRISE PROJECT

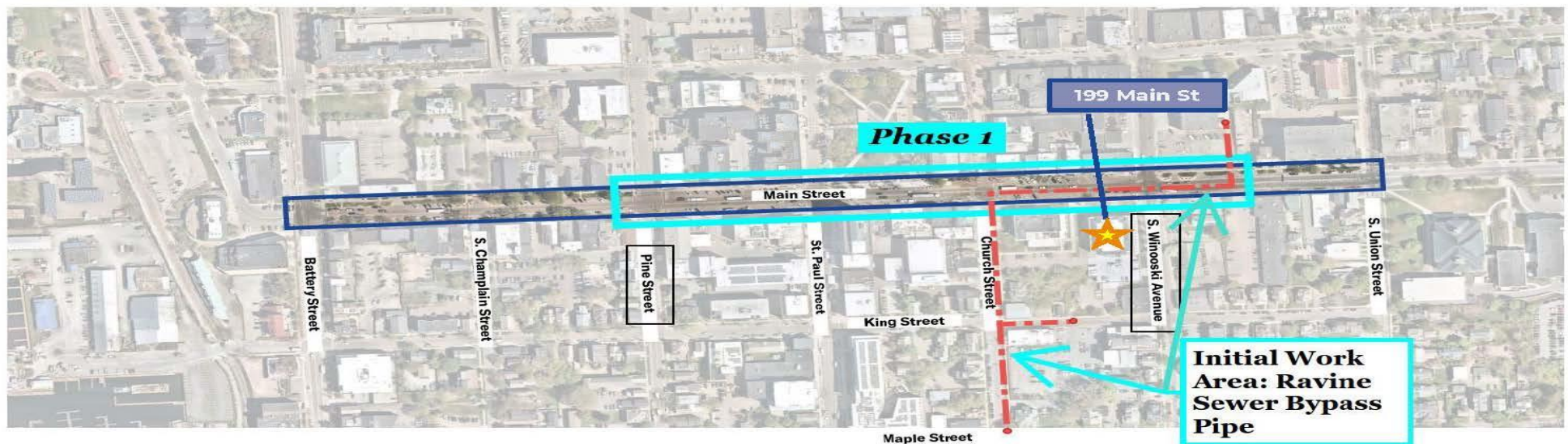


BURLINGTON PUBLIC WORKS DEPT
SOUTH END COORDINATION SCHEDULE
Update 2.12.24

MAIN STREET GREAT STREETS - PHASE 1



Main Street Project : Project Map



BURLINGTON PUBLIC WORKS DEPT
SOUTH END COORDINATION SCHEDULE
Update 2.12.24

APRIL 11, 2022 S.E. COORDINATION SCHEDULE

BURLINGTON SOUTH END PROJECT SEQUENCE - Last Updated on 03-03-2022

Project/Segment	2021	2022	2023	2024	2025	2026	2027
I-189 Ramps Class 1 Paving	CONSTRUCTION						
US 2, US 7 & US 7 Alt Class I Paving		CONSTRUCTION					
Vermont Rail & Amtrak Railroad Upgrade Projects		CONSTRUCTION					
Shelburne Street Roundabout		CONSTRUCTION					
Champlain Parkway Home Ave to Lakeside Ave (C2) & C1 Path	PERMITTING & DESIGN		CONSTRUCTION				
Champlain Parkway Lakeside Avenue				CONSTRUCTION			
Champlain Parkway Pine Street from Lakeside Ave to Kilburn St					CONSTRUCTION		
Main Street - Great Streets (Battery to Union)		DESIGN		CONSTRUCTION			
Railyard Enterprise Project	NEPA, DESIGN, PERMITTING & ROW				CONSTRUCTION		
Champlain Parkway I-189 to Home Ave (C1)				PERMITTING & DESIGN	CONSTRUCTION		
Champlain Parkway Pine Street from Kilburn St to Main St						CONSTRUCTION	

BURLINGTON PUBLIC WORKS DEPT
SOUTH END COORDINATION SCHEDULE
 Update 2.12.24

		SOUTH END COORDINATION SCHEDULE 2.12.24																							
		CY2023				CY2024				CY2025				CY2026				CY2027				CY2028			
PROJECTS COMPLETED	Project/Location	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
	U.S. 7 State Paving	CONSTRUCTION																							
	Shelburne Street Roundabout	CONSTRUCTION																							
	Passenger Rail	CONSTRUCTION																							
CURRENT-FUTURE PROJECTS	Champlain Parkway: Initial Contract Limited Access(Home Ave-Lakeside Ave) Pine(Lakeside Ave-Kilburn S)	CONSTRUCTION-On-going																							
	Champlain Parkway: Final Contract Limited Access(189-Home) Pine Street(Kilburn St. to Main St.)			DESIGN																					CONSTRUCTION-Tentative
	Railyard Enterprise Pine St.-Battery&Maple	ENVIRONMENTAL ASSESSMENT				PRELIMINARY PLANS			RIGHT OF WAY ACQUISITION				FINAL ENGINEERING		CONSTRUCTION-Tentative										
	Main Street-Great Streets: Phase I Union to Pine Street	DESIGN				CONSTRUCTION																			
	Main Street-Great Streets: Phase II Battery St-Pine, S. Winooski-Union					GRANT APPLICATION						DESIGN - Tentative													
	Cherry Street-Great Streets/City Place (Battery-S.Winooski)						DESIGN							CONSTRUCTION-Tentative											
	Bank Street-Great Streets/City Place (Pine St-S. Winooski)				DESIGN										CONSTRUCTION-Tentative										
	BTC Public Improvements Bank St, Cherry St, Pine St, St Paul St					CONSTRUCTION																			

Current Date

SOUTH END COORDINATION SCHEDULE
Update 2.12.24

Major Project Updates:

- **Railyard Enterprise Project**
 - Received its Environmental Assessment with a Finding Of No Significant Impact, with a Preferred Alternative Selected
 - Starting Preliminary Design, baseline survey underway
 - Current Schedule suggests an April 2027 Start of Construction
- **Champlain Parkway - Initial Phase (Home-Kilburn)**
 - Anticipated August 1, 2024 Completion
 - Contract Completion Deadline October 31, 2024
- **Main Street Great Streets - 1st Phase (Union to Pine)**
 - Project started Feb 5, 2024
 - Construction of Ravine Sewer By-Pass started

BURLINGTON PUBLIC WORKS DEPT
SOUTH END COORDINATION SCHEDULE
Update 2.12.24

Major Project Updates:

- **Champlain Parkway-Final Phase(189/7 Interchange & Pine-Kilburn to Main)**
 - Currently Repackaging Final Phase and coordinating with Main Street Great Streets
 - Anticipated Ready to bid Final Phase by March 2024
 - FHWA and VTRANS has expressed an urgency to repackage and bid final phase by no later than July 1, 2024 given the financial scale of the project and its impacts other transportation project priorities
 - Will be seeking additional contract authorizations at the upcoming Feb. 20th BOF and CC Meetings in support of the Champlain Parkway Project
- **Main Street Great Streets-2nd Phase**
 - Preparing Grant Application to complete balance of Main Street from Pine Street to Battery Street

BURLINGTON PUBLIC WORKS DEPT
SOUTH END COORDINATION SCHEDULE
Update 2.12.24

MAJOR PROJECT UPDATE

- **Cherry Street-Bank Street Great Streets/BTC**
 - **Received RAISE Grant \$22,384,000 for Final design and construction activities to rebuild Bank Street, Cherry Street, and sections of Pine Street and St Paul Street, including workforce development activities**
 - **Received Congressional Directed Spending Award of \$12,000,000**
 - **Anticipated Start of Cherry Street Construction Spring 2026**
 - **Anticipated Start of Bank Street Construction Spring 2027**
- **Burlington Town Center-Public Improvements Underway**

**BURLINGTON PUBLIC WORKS DEPT
SOUTH END COORDINATION SCHEDULE
Update 2.12.24**

Questions?

- **Contacts:**
- **Chapin Spencer, Public Works Director**
- **Norman J. Baldwin, P.E**
City Engineer
- **Laura Wheelock, P.E.**
Senior Public Works Engineer
 - Main Street Great Streets
 - Cherry Street Great Streets/BTC
 - Bank Street Great Streets/BTC
- **Corey Mims, P.E.**
Senior Public Works Engineer
 - Champlain Parkway
 - Railyard Enterprise Project

BURLINGTON PUBLIC WORKS DEPT
SOUTH END COORDINATION SCHEDULE
Update 2.12.24

Resolution Relating to

IMPLEMENTATION OF A CARBON POLLUTION IMPACT
FEE

RESOLUTION_____

Sponsor(s): TEUC (Councilors
Bergman and King)
Introduced: _____
Referred to: __TEUC_____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....
Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, the City of Burlington has declared a climate emergency exists, and on September 5,
2 2019 the City and Burlington Electric Department issued the Net Zero Energy Roadmap ("the Roadmap") to
3 guide progress in reducing greenhouse gas emissions in buildings and ground transportation; and
4 WHEREAS, the Roadmap identified emissions from buildings as the second largest source of
5 greenhouse gas emissions in the city; and
6 WHEREAS, the City enacted new ordinances in 2021 to address rental weatherization standards, and
7 require primary renewable heating systems in new construction; and
8 WHEREAS, in 2022 Burlington's neighboring community, the City of South Burlington, adopted a
9 similar primary renewable heating system ordinance and also include requirements for renewable domestic
10 water heating as well, aligning the two cities in both requiring the use of renewable systems and fuels for new
11 construction; and
12 WHEREAS, on March 2, 2021, Burlington voters approved a proposed change to the City charter that
13 would allow the City to create policies to regulate greenhouse gas emissions in buildings, and an advisory
14 ballot question focused on providing equity in the development of such policies; and
15 WHEREAS, on April 20, 2022, the Governor signed the charter change into law after it was approved
16 by the Vermont Legislature; and
17 WHEREAS, the charter change approved by voters in March of 2021 and subsequently approved by
18 the Legislature and signed by the Governor requires the City to seek additional voter approval when it
19 proposes to utilize a carbon impact or alternative compliance fee; and
20 WHEREAS, on March 7, 2023, the voters of Burlington approved, with over 67% voting in favor, a
21 ballot item allowing the City Council to implement a carbon pollution impact fee of up to \$150 per ton for
22 new construction buildings and existing commercial and industrial buildings 50,000 square feet or larger that
23 install new fossil fuel systems; and
24 WHEREAS, on November 20, 2023, the City Council approved an ordinance requiring, beginning
25 January 1, 2024, newly constructed buildings either install non-fossil fueled thermal energy systems or pay a

fee of \$150 per ton and requiring existing commercial and industrial buildings 50,000 square feet or larger who are seeking a permit for a new thermal energy system to either install a non-fossil fueled thermal energy system or pay a fee of \$150 per ton; and

WHEREAS, the aforementioned ordinance is expected to lead to some reductions in greenhouse gas emissions, but is limited in scope and will not on its own reduce greenhouse gas emissions substantially enough for the City to meet its Net Zero Energy Roadmap commitments, necessitating the adoption of stronger policies to reduce emissions in the building sector;

NOW, THEREFORE, BE IT RESOLVED that the City Council requests that the Transportation, Energy, and Utilities Committee (TEUC) draft language for a ballot question asking voters to give the City Council the authority to implement a carbon pollution impact fee for a larger subset of Burlington's buildings than is currently authorized, the authority to increase the fee above what is currently authorized, and the authority to apply the carbon pollution impact fee to any source of emissions from buildings that causes global warming, with revenue from the fee going primarily towards supporting low- and moderate-income households who are seeking to reduce their fossil fuel use renters and/or, in the case of existing building payors, greenhouse gas emissions reductions projects at their building or facilities in Burlington; and

BE IT FURTHER RESOLVED that in developing this proposed ballot language for the City Council's consideration, the TEUC take input from members of the public, from climate advocacy organizations, from relevant labor unions, from building owners, from leaders in other cold-climate cities that have adopted building decarbonization policies, from the Burlington Electric Department, from the Department of Permitting and Inspections, and from other groups and individuals the TEUC feels should be included in the policymaking process; and

BE IT FURTHER RESOLVED that the Transportation, Energy, and Utilities Committee refer their proposed language for this ballot item back to the full City Council no later than its May 20th, 2024 meeting, with the goal of placing a question before the voters on or before August 13th, 2024.



POLICE DEPARTMENT
CITY OF BURLINGTON

To: Board of Finance & City Council
From: Jon Murad, Chief of Police
Date: January 29, 2024
RE: Van purchase for Burlington CARES

The Burlington Police Department brings forth a request to purchase a van for the Burlington CARES team. This team will utilize this van to support the needs of our vulnerable population and provide them with services in and around the community.

The Burlington Fire Department initiated this discussion and provided some fantastic vehicle options for the CARES Unit, outlined below. The vehicle will be finance through G/L 101-2324, which is the master lease for vehicle purchasing. Money was set aside in BPD's budget for the purchase of this vehicle through its CARES program and the funds to cover this will come from 101.17.054.7650_370.

As required by the COB Purchasing Policy, three quotes were obtained by BFD and verified as still valid by BPD, as follows:

2023 RAM ProMaster 2500 High Roof Conversion Van – Rear-Entry Mobility
New England Motor Car Company
13 River Road
Hudson, NH 03051
Contact: Sean Campbell 603-888-1207
Price: \$84,995.00

2023 RAM ProMaster Premium Conversion Van – Rear-Entry Mobility
Rich's Automotive
1340 Clarion Street
Reading, PA 19601
Contact: 610-376-4045
Price: \$86,500.00

2023 RAM Conversion Van – TCI Mobility Rear-Entry Mobility
Paul Sherry Conversion Vans
8645 N. County Road 25A
Piqua, Ohio 45356
Contact: 866-906-8303
Price: \$99,995.00



**POLICE DEPARTMENT
CITY OF BURLINGTON**

The RAM 2500 ProMaster high roof platform was chosen for the following reasons:

- Excellent accessibility and serviceability for the client base
- Impact-tested passenger seats and anchoring system for two wheelchairs included
- 800lb capacity Braun Ability lift
- Hybrid floor to allow for multiple seating configurations
- LED lighting on the ceiling
- 2500 chassis for durability
- Simple V6 Natural Aspirated engine for ease of maintenance and durability
- 5yr/100,00-mile powertrain warranty
- 3yr/36,000-mile bumper-to-bumper manufacturer warranty

The Department could not find a dealership within the State of Vermont that had a vehicle with these specifications that included a lift already installed. In consultation with BFD, our recommendation is that the van be purchased from New England Motor Car Company. Upon receipt of order, vehicle delivery is typically two weeks.

For specification, pictures, and description:

[2023 RAM ProMaster from New England Motor Car Company](#)

FINANCIALS:

There is money to cover this cost in the FY24 BPD budget for CARES.

PROPOSED MOTIONS: The Burlington Police Department respectfully requests the Board of Finance and City Council approve the following motions:

Board of Finance

"To approve and recommend that the City Council approve and authorize the Chief of the Burlington Police Department, to enter into a purchase agreement with New England Motor Car Company, to acquire a Ram ProMaster Van for use by the Burlington CARES team, in an amount not to exceed \$84,995, with review and approval of any agreements by the City Attorney's Office."

City Council

"To approve and authorize the Chief of the Burlington Police Department, to enter into a purchase agreement with New England Motor Car Company, to acquire a Ram ProMaster Van for use by the Burlington CARES team, in an amount not to exceed \$84,995, with review and approval of any purchasing agreements by the City Attorney's Office."

Thank you for your support.

Board of Finance and City Council Submission ChecklistDepartment: Police Department Submitter: Chief Jon MuradTitle/Subject: Van Purchase for Burlington CARES

	Approval:	Meeting Date:
☒	Board of Finance	2/5/2024
☒	City Council	2/12/2024
☐	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	1/29/2024	J. Murad
Mayor's Office informed and approved memo	Yes	1/31/2024	J. Redell
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note			Yet to receive, will review upon receipt. JP
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	1/30/2024	J. Pellerin
CAO has reviewed budget, financing, and memo	Yes	1/31/2024	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	N/A		

Materials Included

	Included?	Note
Final Memo Attached?	Yes	
Contract Attached, if applicable?	No	To be reviewed by Legal, upon approval
Additional Materials, if necessary	N/A	
Draft Resolution or Motion?	Yes	JP approved motion
If for submission to Council, are sponsors identified?	Yes	BoF