



City Council - License Committee

Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall

Please click the link below to join the webinar:

<https://zoom.us/j/96892248594>

Or Telephone: +1 305 224 1968 US

Webinar ID: 968 9224 8594

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall
Category	2. Public Forum
Department	Council and Board
Type	Action Procedural

Recommended Action open Public Forum
close Public Forum

3. Consent Agenda

Subject	3.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	3.2. Communication: BPD, re: March - Tibetan Association of Vermont
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. 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	3.3. Communication: BPD, re: Road closure for emergency vehicles during solar eclipse
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. 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	3.4. Communication: BPD, re: COTS Walk
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. 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	3.5. Communication: BPD, re: UVM Commencement
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. 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	3.6. Indoor and Outdoor Entertainment Permit Renewals (2024-2025): see attached list
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2024-2025 Indoor and Outdoor Entertainment Permit Renewals as listed with all standard conditions
Subject	3.7. Tobacco License and Tobacco Substitute Endorsement Renewals (2024-2025): see attached list
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. 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

4. Deliberative Agenda

Subject	4.1. Indoor Entertainment Permit Application (2024-2025): Taco Gordo, 208-212 North Winooski Avenue
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall

Category	4. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2024-2025 Indoor Entertainment Permit Application for Taco Gordo with all standard conditions
Subject	4.2. Indoor Entertainment Permit Application (2024-2025): Tank Studio, Inc. (Tank Recording Studio), 322 North Winooski Avenue
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2024 - 2025 Indoor and Outdoor Entertainment Permit Application for Tank Studio, Inc. (Tank Recording Studio) with all standard conditions
Subject	4.3. Special Event Indoor and Outdoor Entertainment Permit Application (two days only): Zero Gravity Brewery
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the two day only Special Event Indoor and Outdoor Entertainment Permit Application for Zero Gravity Brewery, May 25 and 26, 2024
Subject	4.4. Special Event Outdoor Entertainment Permit Application (three days only): BCA, city's solar eclipse event
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the three day only Special Event Outdoor Entertainment Permit Application for BCA, city's solar eclipse event, April 6 - 8, 2024
Subject	4.5. CityPlace Burlington - Encumbrance Application - Bank and Cherry Street Right-of-Way - DPW
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall

Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve the Second Amendment to the Construction Encumbrance License Agreement between the City and CityPlace Partners, dated October 2022, requesting to extend the term date to expire April 1, 2025, and to further recommend that the City Council authorize the Mayor to enter into a Second Amendment of the License Agreement with the Applicant for use of the right-of-way outlined in Attachment E, subject to review by the City Attorney's Office
Subject	4.6. Department of Public Works - Main Street and Winooski Ave Parking Lot - Encumbrance Permit Request - DPW
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve the Encumbrance Application for the parking lot located at the intersection of Main Street and S. Winooski Ave, requesting use of the parking lot and parking spaces for construction activities and equipment staging, and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office

5. Ordinance: An update to Chapter 23. Peddlers and Solicitors

Subject	5.1. Ordinance: An update to Chapter 23. Peddlers and Solicitors
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall
Category	5. Ordinance: An update to Chapter 23. Peddlers and Solicitors
Department	City Attorney
Type	Discussion Information

6. Adjournment

Subject	6.1. Motion to adjourn
Meeting	March 20, 2024 - License Committee Meeting - Wednesday, March 20, 2024, 5:50 PM, Bushor Conference Room 1st Floor, City Hall
Category	6. Adjournment
Department	Council and Board

Type	Action Procedural
Recommended Action	Motion to adjourn



CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: 03/10/2024

TIME: 9:30AM – 12:00PM

LOCATION: Begins at City Hall and will proceed north on Church Street to Pearl Street, east on Pearl to South Prospect St., south on South Prospect St. to Main Street, west on Main to Church Street, ending at City Hall.

EVENT: March - Tibetan Association of Vermont

COORDINATOR: Tsering Cummings <tsering96789@gmail.com>

PERMIT ISSUED BY POLICE DEPARTMENT ON: 2/15/2024

SIGNATURE OF DEPARTMENT REPRESENTATIVE:

Michael Henry #321
Lieutenant Michael Henry

ADDITIONAL INFORMATION/CONDITIONS:

- Group is to remain on the sidewalk and out of the roadway, streets, and parking areas adjacent to the site.
- Group will not block, obstruct, or interfere with pedestrian or vehicle traffic.
- Group will not inhibit or obstruct traffic entering or exiting nearby businesses.
- Announcement is to be made to the entire group in advance of movement detailing the route and traffic plan.
- Participants will comply with all local, State, and Federal laws.
- Any music/noise must comply with city ordinances.
- Any litter will be removed at the end of the event.
- Group shall obtain requisite permits from the Church St. Marketplace.

I, the undersigned, hereby certify that the foregoing is a true and accurate representation. Any false statement herein may result in revocation of this permit. I acknowledge that failure to abide by the above conditions can result in this permit being revoked.

SIGNATURE

[Signature]

DATE

2/26/24

PHONE

(802) 363-3400

ADDRESS

7 Adirondack St. S. Burlington VT - 05403



124 FEB 5 PM 11:13

CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATE OF EVENT: Monday, April 8, 2024

TIME: 1300-2100

LOCATION: University Place closed between Colchester Ave to Main Street.

EVENT: Road closure for emergency vehicles during solar eclipse.

COORDINATOR/CONTACT INFO: UVM Deputy Chief Jason Lawson <Jason.Lawson@uvm.edu>

PERMIT ISSUED BY **POLICE** DEPARTMENT. DATE 1/5/2024

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael P Henry #321
Lieutenant Mike Henry

ADDITIONAL INFORMATION/CONDITIONS:

- Appropriate barricades will be in place at either end of the street to redirect traffic and that are readily removable for emergency vehicles.
- Participants will comply with all local, State, and Federal laws.

I, the undersigned, hereby certify that the foregoing is a true and accurate representation. Any false statement herein may result in revocation of this permit. I acknowledge that failure to abide by the above conditions can result in this permit being revoked.

SIGNATURE [Signature] DATE 2/5/24 PHONE (802) 656-8200

ADDRESS 284 EAST AVE BURLINGTON, VT 05401

Copies to:

- Operations Deputy Chief
- Roll Call Copy
- Posted Uniformed Services
- City Council
- City Attorney
- City Clerk
- Park's Department
- DPW
- Fire Department



PERMIT

Pursuant to City Ordinance 27-6

7612477-2186
(part of February
2024 Agenda)

DATE of EVENT: May 5, 2024

TIME: 1:00-5:00 PM

LOCATION: Start at Battery Park, east on Pearl Street, South on Church Street to King Street, East to S. Union, North to Main Street, East to S. Willard, North to Buell Street, West to S. Winooski, North to North Street, West to Intervale Ave, North to Spring, West to Elmwood Ave, South to North Street, West to N. Champlain St, West onto Sherman St, and return to Battery Park. For those participating in the "short walk", they'll go North on S. Winooski Ave, West on Pearl Street and return directly to Battery Park.

EVENT: COTS Walk

COORDINATORS: Romy Theisen <Romyt@cotsonline.org>

PERMIT ISSUED BY POLICE DEPARTMENT. DATE 1/25/2024

SIGNATURE OF DEPARTMENT REPRESENTATIVE:

Michael Henry #324
Lieutenant Michael Henry

ADDITIONAL INFORMATION/CONDITIONS

- Group expects approximately 1,500 people to participate.
- Announcement to be made to the entire group in advance of movement, detailing the route.
- Group will not block, obstruct, or interfere with pedestrian or vehicle traffic.
- Group will not inhibit or obstruct traffic entering or exiting nearby businesses.
- Group will use volunteers to assist participants getting into and out of the event.
- Participants will comply with all local, State, and Federal laws.
- Participants will arrange the availability of rest stops & will sweep the route for remaining participants at the end of the event and be responsible for clean up after the event.
- Group is to remain on the sidewalk and out of the roadway, streets, and parking areas adjacent to the site.
- No alcohol shall be dispensed or consumed on public property.
- Any music/noise and/or alcohol usage must comply with city ordinances.
- Escort officers are required for this event: Two Burlington Police Officers to be hired. One will remain with the employees collecting donations to provide deposit escort as needed. Second officer to assist participants crossing Battery to Pearl Street then provide assistance as needed to the 10 staff and 80 volunteers assisting participants crossing traffic lanes.
- Other: Group will notify, obtain and abide by all necessary permits/permission from Parks Department and Church Street Marketplace.

I, the undersigned, hereby certify that the foregoing is a true and accurate representation. Any false statement herein may result in revocation of this permit. I acknowledge that failure to abide by the above conditions can result in this permit being revoked.

SIGNATURE

Romy Theisen

DATE 1/25/24

PHONE

802 343 6903

ADDRESS

COTS 95 North Avenue, Burlington, VT 05401

Battery Park-COTS Walk Event Evacuation Plan

Evacuation Triggers:

- The decision to evacuate Battery Park will be made after severe inclement weather is observed as eminent within a 1 hour and 30 minute window **(CALL MADE BY 11:30 AM)**
 - Weather is monitored by event planner
 - If either imminent thunderstorms, wind gusts over 35 mph or sustained wind over 25 mph are observed, the site will be evacuated.
- COTS staff will determine if and when to evacuate the site.
- Announcements will be made from the entertainment stage.

Evacuation Protocol:

- If evacuation happens prior to the Walk, COTS staff and registration volunteers will be positioned along evacuation route to direct people to proceed to their cars. If the evacuation happens post Walk in Battery Park, COTS Staff and clean up volunteers will follow the same protocol.
- People with disabilities will be given preference to evacuate to the Community Room- if available, at the Police Station, with an overflow option of 95 North Ave.

Copies of the plan will be distributed to the Burlington Parks and Rec and Burlington Fire Department

Contact Persons on-site:

Logan Brown (COTS Director of Facilities and Property): 802-343-8632

'24 MAR 4 PM2:34



Received
3/13/24
L

CITY OF BURLINGTON, VT

PERMIT

Pursuant to City Ordinance 27-5

DATES OF EVENT: **FRIDAY MAY 17 – MONDAY MAY 19, 2024**

LOCATIONS: **Multiple – see additional information for exact road closure locations.**

EVENT: **UVM COMMENCEMENT**

COORDINATOR/CONTACT INFO: **JASON LAWSON, UVM DEPUTY CHIEF, 802-656-3473**

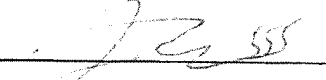
PERMIT ISSUED BY **POLICE** DEPARTMENT. DATE _____

SIGNATURE OF DEPARTMENT REPRESENTATIVE: Michael Henry #324
Lieutenant Michael Henry

ADDITIONAL INFORMATION:

- Group is authorized to close the following roadways:
 - * University Place between Main Street and Colchester Avenue (as of May 17th 0700)
 - * South Prospect Street from College Street to south side of University Health Center driveway (as of May 17th 1900)
 - * South Prospect Street from Colchester Ave to Main Street (Sunday May 19th 0500-1800)
 - * College Street closed from South Prospect Street to South Williams Street (Sunday May 19th 0500-1800)
 - * Main Street northern most westbound lane from University Heights Road to South Prospect Street (Sunday May 21st 0500-1800)
- Group shall open the street pursuant to a request from any Burlington Police Officer or Burlington Firefighter as it relates to a public safety response.
- Appropriate barricades will be in place and supervised at all times while in place, at either end of the street to redirect traffic and that are readily removable for emergency vehicles.
- Participants will comply with all local, State, and Federal laws.
- Any music/noise and/or alcohol usage must comply with city and state ordinances.
- Any litter will be removed at the end of the event.
- Burlington Parking Department must be contacted regarding this planned street closure. Parking meters within street closure must be bagged and signs posted by 6:00PM the night before to be valid. Send email to: Postednoparking@burlingtonvt.gov – message must include who, when and where posted.

I, the undersigned, hereby certify that the foregoing is a true and accurate representation. Any false statement herein may result in revocation of this permit. I acknowledge that failure to abide by the above conditions can result in this permit being revoked.

SIGNATURE  DATE 3/13/24 PHONE (802) 656-3473

ADDRESS 284 EAST AVE Burlington, VT

Copies to:

- Operations Deputy Chief
- Posted Uniformed Services
- City Attorney
- City Clerk
- Park's Department
- DPW
- Fire Department

2024-2025 Indoor, Outdoor Entertainment Permit Renewals
License Committee Meeting, Wednesday, March 20, 2024

Indoor:

American Flatbread Burlington Hearth
Bluebird Barbecue
Burlyaxe LLC
Butter
Elks BPOE Burlington Lodge 916
Foam Brewers & Deep City
J Brewskis, LLC
JP'S Pub
Olde Northender Pub
Rasputin's
Red Square
Ri Ra Vermont LLC
SideBar/The Other Half
Simple Roots Brewing
T. Rugg's Tavern
The 126
The Friendly Toast
The Wallflower Collective
Three Needs
Vermont Comedy Club
Vermont Pub & Brewery
Zero Gravity Beer Hall

Outdoor:

American Flatbread Burlington Hearth
Butter
Farmhouse Tap & Grill
Foam Brewers & Deep City
Hilton Burlington
Honey Road, LLC
J Brewskis, LLC
Red Square
Ri Ra Vermont LLC
Shanty on the Shore
Spot on the Dock
The Gryphon, LLC
The Skinny Pancake
Vermont Pub & Brewery
Zero Gravity Beer Hall

2024-2025 Tobacco License and Tobacco Substitute Endorsement Renewals
City Council License Committee Meeting, Wednesday, March 20, 2024

Tobacco:

Dot's Market
Downtown Quick Stop
JR's Corner Store
Kerry's Kwik Stop
Kerry's Old North End Variety
Simon's Store Park Street

Tobacco Substitute Endorsements:

Dot's Market
Downtown Quick Stop
Float On
JR's Corner Store
Simon's Store Park Street

**ELI-45**

Entertainment License -
Indoor

Status: Active

Submitted On: 1/24/2024

Primary Location

208-212 North Winooski
Avenue
Burlington, VT 05401

Owner

208-212 NORTH WINOOSKI
LLC
C/O REDSTONE PO BOX 790
Burlington, VT 05402

Applicant

Charles Sizemore
 802-881-1691
 charlie@tacogordovt.com
 9B Crombie St
Burlington, VT 05401

Establishment Information

Establishment Name (DBA) *

Taco Gordo

Establishment Street Address*

208 North Winooski Ave

Establishment City, State Zip*

Burlington, VT 05401

Establishment Phone*

802-540-0770

Establishment Owner (Legal Name) *

Charles Anthony Sizemore

Legal Owner Mailing Street Address*

9B Crombie St

Legal Owner Mailing City, State Zip*

Burlington, VT 05401

Contact Person Name*

Charles Anthony Sizemore

Contact Email Address*

charlie@tacogordovt.com

Contact Phone*

802-881-1691

Application Information

Occupant Load*

89

Number of Restrooms*

2

Number of Egresses*

2

Date of Last Fire Safety Inspection*

08/09/2023

Dancing by Patrons*

Yes

Amplified Music*

Yes

Indoor entertainment Types; Check all that Apply

Live Instrumental Music☒**Live Vocal Music**☒**Jukebox / Boom Box / Ipad**☐**Disc Jockey**☒**Karaoke**☐**Floor/Stage Show Entertainment**☐

Indoor Entertainment Proposed Days; Check all that Apply

Sunday☐**Monday**☐

Tuesday☐**Wednesday**☐**Thursday**☒**Friday**☒**Saturday**☒

Indoor Entertainment Hours

Thursday Start Time*

10:00 PM

Thursday End Time*

2:00 AM

Friday Start Time*

10:00 PM

Friday End Time*

2:00 AM

Saturday Start Time*

10:00 PM

Saturday End Time*

2:00 AM

Changes or Corrections to your License Application

Do you have any changes for this year's application?

*

—

VT Division of Liquor Control Licenses

First Class Liquor License*

Yes

Second Class Liquor License*

No

Third Class Liquor License*

Yes

Outside Consumption Permit*

Yes

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

✓ Charles Anthony Sizemore
Jan 24, 2024

Certification

I have agreed to submit this application by electronic means. I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application.*

✓ Charles Anthony Sizemore
Jan 24, 2024

ELI-47	Primary Location	Applicant
Entertainment License - Indoor	322 North Winooski Avenue Burlington, VT 05401	 Ben Collette
Status: Active	Owner	 802-870-8265
Submitted On: 3/8/2024	322 NORTH WINOOSKI AVENUE 28 MURRAY ST BURLINGTON, VT 05401	 ben@tankrecording.com
		 322 N Winooski Ave Burlington, VT 05401

Establishment Information

Establishment Name (DBA) * ?	Establishment Street Address*
Tank Studio, INC (Tank Recording Studio)	322 N Winooski Ave
Establishment City, State Zip*	Establishment Phone* ?
Burlington, VT 05401	8028708265
Establishment Owner (Legal Name) * ?	Legal Owner Mailing Street Address*
Ben Collette	322 N Winooski Ave
Legal Owner Mailing City, State Zip*	Contact Person Name* ?
Burlington, VT 05401	Ben Collette
Contact Email Address*	Contact Phone* ?
ben@tankrecording.com	8028708265

Application Information

Occupant Load*

250

Number of Restrooms*

1

Number of Egresses*

2

Date of Last Fire Safety Inspection*

04/01/2023

Dancing by Patrons*

Yes

Amplified Music*

Yes

Indoor entertainment Types; Check all that Apply

Live Instrumental Music**Live Vocal Music****Jukebox / Boom Box / Ipad****Disc Jockey****Karaoke****Floor/Stage Show Entertainment**

Floor/Stage Show Entertainment Details:

Check any of the below for which you are applying, and provide additional description in the text box below.

Fashion Show / Trade Show / Exhibition**Readings**

Stage Play / Pantomime**Comedian****Dance Performance****Contests / Games / Amusements****Movies****Other ?**

Indoor Entertainment Proposed Days; Check all that Apply

Sunday**Monday****Tuesday****Wednesday****Thursday****Friday****Saturday**

Indoor Entertainment Hours

Thursday Start Time*

7:00 PM

Thursday End Time*

10:00 PM

Friday Start Time*

7:00 PM

Friday End Time*

11:00 PM

Saturday Start Time*

7:00 PM

Saturday End Time*

11:00 PM

Changes or Corrections to your License Application

Do you have any changes for this year's application?

*

No

VT Division of Liquor Control Licenses

First Class Liquor License*

No

Second Class Liquor License*

No

Third Class Liquor License*

No

Outside Consumption Permit*

No

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

Benjamin Collette

Mar 8, 2024

Certification

I have agreed to submit this application by electronic means. I understand that an electronic signature has the same legal effect and can be enforced in the same way as a written signature. By checking this box and typing my name, I am electronically signing my application.*

☒ Benjamin Collette
Mar 8, 2024

Lori Olberg

From: City of Burlington, VT <noreply@opengov.com>
Sent: Friday, March 8, 2024 2:46 PM
To: Lori Olberg
Subject: Message received about 322 North Winooski Avenue

You don't often get email from noreply@opengov.com. [Learn why this is important](#)

[WARNING]: This email was sent from someone outside of the City of Burlington.



City of Burlington, VT

Ben Collette commented on City Clerk's Office Review:

Message: "Note that this will not be a weekly occurring event. Hoping to host some live music open to the public on a monthly basis. Most likely "listening room" style performances that are also recorded, to an audience of 50-100 people. "

Where: 322 North Winooski Avenue

Type: Entertainment License - Indoor

Number: ELI-47

[View Details](#)



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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 Third Place LLC
2. D/B/A (Business Name) Zero Gravity Brewery 3. Bus. Phone 802.497.0054
4. Business Address 716 Pine Street Burlington VT 05401
5. Mailing Address Same
6. Contact person Jake Ryan 7. Contact Phone 413.658.8357
8. Email contact address Jake@zerogravitybeer.com

PART II
OPERATION

1. Do you currently have a Liquor License? Yes
2. Do you currently have an Entertainment Permit/Special Event Permit? No
3. Proposed Date(s) for this Special Event 5/25/24-5/26/24
4. Proposed Hours for this Special Event 5/25/24: 8am-11pm 5/26/24: 8am-10pm.
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
716 Pine Street Burlington VT 05401

pdchr #7556
to \$25.00
2/20/24

For this Proposed location please answer the following questions:

- a) Occupancy Load 500 b) # of Restrooms 8 c) # of Egresses 9
- d) Date of last Fire/Safety Check 3/16/23 e) Dancing by Patrons? Yes
- f) Amplified Music? Yes g) Will additional staff and/or security be required? Yes

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 __A day of celebration and appreciation for all of the folks that have supported Zero gravity over the last 20 years. This event is open to the public and will run from 8am to 11pm on Saturday and 8am to 10pm on Sunday. Each day we will highlight our favorite beers, delicious food and live music. We will be expanding out into our parking lot to house the live music and extended beer garden. _____

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: 2/15/24

SIGNATURE OF APPLICANT _____

PRINT NAME: Jake Ryan

RELATIONSHIP TO BUSINESS _Events Manager

OFFICE USE ONLY

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

At their meeting of _____, the Burlington City Council License Committee recommended
Approval _____ Denial _____

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





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 ___ City of Burlington _____
2. D/B/A (Business Name) ___ BCA _____ 3. Bus. Phone .846.2523 _____
4. Business Address ___ 135 Church St _____
5. Mailing Address ___ Burlington, VT 05401 _____
6. Contact person ___ Zach Williamson_ 7. Contact Phone ___ 846-2523
8. Email contact address _zwilliamson@burlingtoncityarts.org

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 ___ Saturday, April 6-Monday, April 8
4. Proposed Hours for this Special Event ___ Various _____.
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way

Waterfront Park, Battery Park, Battery street, City Hall Park, Oakledge Park, Roosevelt Park, Leddy Park, Unitarian Church (Saturday), Contois Auditorium (Saturday & Sunday)

For this Proposed location please answer the following questions:

- a) Occupancy Load **See details** b) # of Restrooms **See details** c) # of Egresses **Variable** _____
- d) Date of last Fire/Safety Check _____ 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)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

Description

BCA, BWD, BPRW, DPW, BPD and BFD have all been working together to produce the City's eclipse event, Obscura BTV. We have also worked closely with community partners, including the BBA, Chamber of Commerce (Hello Burlington), UVM, Champlain College, ECHO, VTIFF, hotels, restaurants and breweries, local media, the VT League of Cities and Towns and the State of Vermont Department of Tourism, ACCD and Emergency Management. This is a wide ranging event for the entire region.

With Obscura BTV, the city aims to showcase Burlington at its best. We have events and entertainment throughout the weekend as well as official viewing sites on Monday, April 8.

Currently: *Celestial Skies* gallery exhibition, BCA Center, Daily

March 21 – Public Information Session, 6pm, Contois and streamed on Channel 17

March 28 – John Perry “Big Discoveries Made Possible During Eclipses”, Contois, 6:30 pm

April 4– Luis Vivanco “Soci-Cultural Dimensions of Eclipses”, Contois, 6:30 pm

April 5– Paul Deslandes “Omens from Above: A Curious History of Eclipses as Signs”, Contois 6:30pm

April 6 – Obscura Market – Hilton Burlington Lake Champlain, TBD times

April 6 – Zoe Keating with Roost.World, Unitarian Universalist Church, 8 pm

April 6 – Brian Drourr, “Astronomical”, BCA Center, 6 pm

April 6 – *2001: A Space Odyssey*, film, Contois, 7:30 pm

April 7– Obscura Market – Hilton Burlington Lake Champlain, TBD times

April 7 – *Song to the Moon*, two silent films with live accompaniment, Contois, 6:30 & 8:30 pm

April 8 – Various viewing sites:

Waterfront Park – 1-5 pm with Mikahely, AliT, DJ Kwame

Battery Park – 1-5 pm with the All Night Boogie Band and DJ Disco Phantom

City Hall Park – 2-8 pm with DJ CRWD CNTRL and the Moon Dogs

Roosevelt Park – 1-5 pm with family and young adult programming

Perkins Pier, Oakledge Park, Leddy Park all with facilities, but no entertainment

Various road closures coordinated with BPD, BFD and DPW to allow for pedestrian access, additional parking, shuttle busses and emergency vehicle access.

All parks have un-restricted access, no fencing or gates. We are estimating capacities:

Waterfront Park: 25,000 people

Battery Park: 5,000 people

Perkins Pier: 1,000 people

City Hall Park: 1,000 people

Roosevelt Park: 800 people

Oakledge Park: 500 people

Leddy Park: 500 people

Bathrooms, eclipse glasses, merchandise and trash/recycling is added at every site.

Food options at Waterfront Park and City Hall Park

Fee \$25.00

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: 2/16/24

SIGNATURE OF APPLICANT Zach Williamson

PRINT NAME: Zach Williamson

RELATIONSHIP TO BUSINESS Festival & Event Director

OFFICE USE ONLY

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

At their meeting of _____, the Burlington City Council License Committee recommended
Approval _____ Denial _____

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

Downtown Map



Route 127 Map





**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

MEMORANDUM

TO: License Committee/City Council

FROM: Caleb Manna, Excavation Inspector, Department of Public Works

DATE: March 20th, 2024

CC: Norman Baldwin, P.E. Assistant Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E.; Sr. Public Works Engineer

RE: CityPlace Burlington – Encumbrance Application - Bank and Cherry Street Right-of-Way

Request

The applicant, CityPlace Partners, is requesting approval to extend the term date on the First Amendment to the Agreement between CityPlace Partners (CPP) and the City of Burlington (City) Regarding Construction Encumbrance License Agreement. The current term date on first amendment to the agreement is set to expire on April 1, 2024. No other changes to the agreement are requested.

As stated in Burlington Code of Ordinance Chapter 27-32(a): *"No permit as required by Section 27-31 shall be for longer than sixty (60) days, except as authorized by the city council."*

Overview

To facilitate the initial phase of construction on CityPlace Burlington, The Department of Public Works issued Encumbrance Permit REN 22-66 and REN 22-65 in October of 2022 following City Council approval for long term occupancy of the Bank and Cherry Street right-of-way to begin the construction on the project.

DPW issued Encumbrance Permit REN 23-1 on February 14, 2023 to S.D. Ireland, representing CityPlace Partners, requesting to occupy an additional 2,850 sq. ft. of public right-of-way space on Cherry Street. The request proposed to eliminated twelve (12) parking spaces on the South side of Cherry Street, and, at the request of DPW, remove three (3) metered parking spaces on the North side of 133 Bank Street to enhance public transportation safety, and allow more space for local delivery access.

Following approval of this request in spring of 2023, CPP decided against use of the metered parking stall on the South side of Cherry St, as previously requested and approved. As such,

metered parking on Cherry St. has remained publicly available throughout the duration of this project. There is still a possibility that CPP would make use of the requested meter parking stalls on Cherry St under this agreement. In efforts to maintain good public relations and maintain as much right-of-space as possible, CPP will not occupy the metered parking area unless deemed necessary to continue construction operations, with plenty of advance notice provided to the City.

In recent discussions between CityPlace Partners and DPW, the applicant is requesting to continue occupation of public right-of-way as previously approved under encumbrance permit REN 23-1, for an additional term of one year. The current occupation of public right-of-way space is 7,904 sq. ft. on the North side of Bank Street, and 5,880 sq. ft. on the South side of Cherry St.

Recommendation

The Department of Public Works is supportive of entering into a Second Amendment to the License Agreement between the applicant and the City, to extend the expiration of the term date 4/1/2025.

Thank you for consideration of this request, please do not hesitate to contact me directly at CManna@burlingtonvt.gov or 802-865-7562.

Attachment

- A. DPW Recommendation Form
- B. Second Amendment to Agreement between CPP and City
- C. First Amendment to Agreement between CPP and City
- D. Agreement between CPP and City
- E. Site Plan
- F. Certificate of Insurance

Motions:

License Committee:

"To approve and recommend that the City Council approve the Second Amendment to the Construction Encumbrance License Agreement between the City and CityPlace Partners, dated October 2022, requesting to extend the term date to expire April 1, 2025, and to further recommend that the City Council authorize the Mayor to enter into a Second Amendment of the License Agreement with the Applicant for use of the right-of-way outlined in Attachment E, subject to review by the City Attorney's Office."

City Council:

"To approve and authorize the Second Amendment to the Construction Encumbrance License Agreement between the City and CityPlace Partners, dated October 2022, requesting to extend the term date to expire April 1, 2025, and to further recommend that the City Council authorize the Mayor to enter into a Second Amendment of the License Agreement with the Applicant for use of the right-of-way outlined in Attachment E, subject to review by the City Attorney's Office."

An Equal Opportunity Employer

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DEPARTMENT OF PUBLIC WORKS
645 PINE STREET
BURLINGTON, VT 05401
Voice: (802) 863-9094 Ext 3 Fax: (802) 863-0466
Email: dpwpinecustomerservice@burlingtonvt.gov

EX-A

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: _____ DATE: 3/1/2024
COMPANY NAME: CityPlace Partners PHONE: 802-316-6452
CONTACT NAME: Dave Farrington EMAIL: dave@btvspaces.com
MAILING ADDRESS: 110 Main St. Suite 2B, Burlington, VT
LOCATION OF ENCUMBRANCE: 75 Cherry Street

FOR LONG-TERM ENCUMBRANCE, TABLE AND CHAIR ENCUMBRANCE, AND CONSTRUCTION ENCUMBRANCE

1. All encumbrances should be located on private property, if possible. In the opinion of the Excavation Inspector, is there an available alternative location for the requested encumbrance on private property?

YES []

NO ☒

2. Will there be sufficient width for plows, pedestrian access, and ADA requirements if the proposed encumbrance is added to the sidewalk/roadway/greenbelt?

YES []

NO ☒

3. Additional Comments: _____

Pedestrian detour to Northern sidewalk on Cherry St. Install temporary pedestrian crosswalk as shown in Ex-E

4. Has this business remained in compliance to date (RENEWALS ONLY)?

YES []

NO []

5. Describe the encumbrance, including square footage and location of items: _____

Obstruction of Southern sidewalk on Cherry St. Eliminate 3 parking spaces on Bank St. Potential removal of parking on South side of Cherry St. TBD.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No []

If no, reason: _____

Signature: Caleb Manna

Date: 3/1/2024

SECOND AMENDMENT TO
CONSTRUCTION ENCUMBRANCE LICENSE AGREEMENT

This Second Amendment to Construction Encumbrance License Agreement (this "Second Amendment") is entered March __, 2024 (the "Second Amendment Effective Date"), between the City of Burlington, a Vermont municipal corporation (the "City"), and CityPlace Partners, LLC, a Vermont Limited Liability Company ("CPP"), with respect to the following facts:

- A. On or about October 31, 2022, the parties entered a Construction Encumbrance License Agreement (the "Agreement"), which granted CPP a license to use certain portions of City-owned right of way in connection with construction of that certain development known as City Place Burlington.
- B. On or about March 13th, 2023, the parties entered a first amendment to the Agreement (the "First Amendment"), which generally expanded the license area, modified a definition, and extended the term of the Agreement until April 1, 2024.
- C. The parties now desire to extend the term of the Agreement to April 1, 2025.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The term of the Agreement as set forth in Section 2.B of the Agreement is hereby extended until April 1, 2025.
- 2. In consideration of the foregoing extension, the minimum insurance requirement set forth in Section 7.A is hereby increased from \$1,000,000 to \$5,000,000 per occurrence, which obligation may be met through excess or umbrella liability coverage.
- 3. Except as otherwise set forth herein, the Agreement as amended by the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the Second Amendment Effective Date.

CITY

CPP

By: _____
_____, Mayor

By: _____
David C. Farrington, Member

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN CITYPLACE PARTNERS
AND THE CITY OF BURLINGTON REGARDING CONSTRUCTION
ENCUMBRANCE LICENSE AGREEMENT**

A First Amendment to the Agreement between CityPlace Partners and The City of Burlington regarding Construction Encumbrance License Agreement (the “First Amendment”) is made and entered into as of the 13th day of March, 2023 by and between the City of Burlington, a Vermont municipal corporation (“City”), and CityPlace Partners (“Licensee”) (collectively, “the parties”).

Background

- A. The parties entered into that certain agreement, dated as of 10/31/2022 (the “Agreement”) in order to occupy a portion of City right-of-way on Bank and Cherry Street with construction and barrier fencing. According to Licensee’s application, it will cover a 12,854 square foot area of the public sidewalk and parking stall, with 7,904 sq. ft. on the North side of Bank Street between Pine and St. Paul Street, and 4,950 sq. ft. on the South side of Cherry Street, between St. Paul and Pine Street.

- B. The parties agreed to grant to Licensee a license to maintain barricade fencing and concrete block retaining walls extending into the public right-of-way adjacent to 75 Cherry Street, on the North side of Bank Street and the South side of Cherry, covering a total area of 12,854 sq. ft. for the term set to expire on June 1, 2023. Licensee may use and maintain the occupied portion of the sidewalk and parking stall existing in the City’s right-of-way.

- C. The parties desire to enter into this First Amendment in order to:
 - 1) Include the removal of three metered on street parking spaces on Bank Street; and amend the total area of encumbrance on Cherry Street from 4,950 square feet to 7,800 square feet, to include the removal of 12 metered on street parking spaces on the South side of Cherry Street between Pine Street and the Downtown Transit Center, and
 - 2) Extend the expiration date of this agreement to expire on April 1, 2024.

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the City and CityPlace Partners as follows:

1. In Section 1 (Recitals), paragraph C (Background) the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

The City owns property, including the street and sidewalk right-of-way adjacent to the property located 75 Cherry Street and 130 Bank Street. Licensee has submitted a construction encumbrance application seeking occupation of City right-of-way on Bank and Cherry Street with construction and barrier fencing. According to Licensee's application, it will cover a 12,854 square foot area of the public sidewalk and parking stall, with 7,904 sq. ft. on the North side of Bank Street between Pine and St. Paul Street, and ~~4,950 sq. ft.~~ 7,800 sq. ft. on the South side of Cherry Street, between St. Paul and Pine Street.

2. In Section 2 (Effective Date and Term), paragraph B (Term), the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

This Agreement shall commence on the Effective Date and expire on ~~June 1, 2023.~~
April 1, 2024.

3. In Section 3 (Definitions) paragraph B (Encumbrance fee) the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

"Encumbrance Fee" means the sum of the encumbrance application fee, maximum
daily meter rate fee, and the square foot use fee annually set by the City.

4. In Section 4 (Grant of License) the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

The City hereby grants to Licensee a license to maintain barricade fencing and concrete block retaining walls extending into the public right-of-way adjacent to 75 Cherry Street, on the North side of Bank Street and the South side of Cherry, covering a total area of ~~12,854 sq. ft.~~ 15,704 sq. ft. for the term set forth in §2.B of this Agreement. Licensee may use and maintain the occupied portion of the sidewalk and parking stall existing in the City's right-of-way and must be

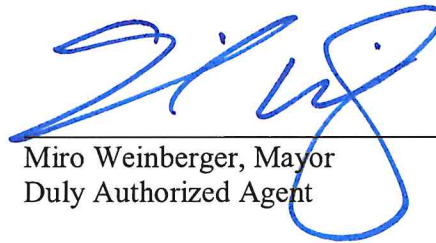
maintained and placed exactly as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment C.

5. 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:



Miro Weinberger, Mayor
Duly Authorized Agent

CityPlace Partners

By:



Duly Authorized Agent

DAVID C FARRINGTON JR
(Print Name and Position)

CONSTRUCTION ENCUMBRANCE LICENSE AGREEMENT

CityPlace Partners, LLC
110 Main Street, Burlington, VT

This Construction Encumbrance License Agreement (“Agreement”) is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (“City”), and CityPlace Partners, LLC, a Domestic Limited Liability Company with a principal place of business at 110 Main Street, Suite 2b, Burlington, VT (“Licensee”). The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- 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 Agreement.
- C. Background.** The City owns property, including the street and sidewalk right-of-way adjacent to the property located 75 Cherry Street and 130 Bank Street. Licensee has submitted a construction encumbrance application seeking occupation of City right-of-way on Bank and Cherry Street with construction and barrier fencing. According to Licensee’s application, it will cover a 12,854 square foot area of the public sidewalk and parking stall, with 7,904 sq. ft. on the North side of Bank Street between Pine and St. Paul Street, and 4,950 sq. ft. on the South side of Cherry Street, between St. Paul and Pine Street.
- D. Purpose.** This Agreement sets forth the terms and conditions for the requested use of the public right-of way.

2. EFFECTIVE DATE AND TERM

- A. Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement.
- B. Term.** This Agreement shall commence on the Effective Date and expire on June 1, 2023.
- C. Termination.** This Agreement may be terminated as set forth in this §2.C. Upon termination, Licensee shall remove—at its own expense—all objects, materials, and other obstructions placed on the Premises. If Licensee refuses to promptly remove such obstructions, the City may remove all such obstructions and the Licensee shall be liable for all expenses of such removal.
 - i. Discontinued Use.** The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue use of the premise.
 - ii. Termination for Convenience.** At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.

- iii. **Breach.** The City shall have the exclusive right to terminate this Agreement if Licensee is in breach of this Agreement. The City shall provide 7 days written notice in advance of the termination date.

3. DEFINITIONS

- A. **“Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.
- B. **“Encumbrance Fee”** means the sum of the encumbrance application fee and the square foot use fee annually set by the City.
- C. **“Party”** means the City or Licensee and **“Parties”** means both the City and Licensee.
- D. **“Premises”** means the street and sidewalk right-of-way on the North Side of Bank Street between Pine Street and St. Paul Street, and the South Side of Cherry Street between Pine Street and the Downtown Transit Center.
- E. **“Property”** means the commercial building lot located at 75 Cherry Street in Burlington, Vermont, inclusive of the barricade fencing that is the subject of this Agreement.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to maintain barricade fencing and concrete block retaining walls extending into the public right-of-way adjacent to 75 Cherry Street, on the North side of Bank Street and the South side of Cherry, covering a total area of 12,854 sq. ft. for the term set forth in §2.B of this Agreement. Licensee may use and maintain the occupied portion of the sidewalk and parking stall existing in the City’s right-of-way and must be maintained and placed exactly as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment C.

5. LICENSE CONDITIONS

The Premises shall be maintained in accordance with all conditions set by DPW. Such conditions shall include the following enumerated conditions, but may also be supplemented by DPW upon reasonable notice in the event DPW determines that the public safety, health and or welfare require such supplemental conditions:

- A. CityPlace Partners shall take all reasonable precautions to protect the public from potential hazards resulting and emanating from the Premises due to activities related to the uses for which this encumbrance is permitted.
- B. CityPlace Partners shall control the dust and dirt and other debris on the encumbered area and adjoining areas, including picking up and sweeping such dust, dirt and debris. CityPlace Partners shall submit a dust control and street sweeping plan to DPW’s excavation inspector detailing the activities it shall take to control such dust, dirt and debris. CityPlace Partners shall take all additional reasonable activities requested by DPW to control such dust, dirt and debris. CityPlace Partners shall maintain all construction barriers and keep them in good, working condition. All costs associated with the maintenance and upkeep of construction barriers are solely the responsibility of CityPlace Partners.

- C. CityPlace Partners shall not allow obstructions and interferences in the lines of sight on the Premises or the adjacent construction site.
- D. CityPlace Partners shall institute and properly maintain a traffic control plan for all types of vehicles and for pedestrians such that said vehicles and pedestrians are protected from hazards and dangers emanating from the Premises and the associated construction site and related construction activities. CityPlace Partners shall erect proper signage to redirect pedestrians safely from the Premises. CityPlace Partners shall submit a traffic control plan for pedestrians, including a plan for signage, to DPW's excavation inspector detailing the activities it shall take to control such pedestrian traffic. CityPlace Partners shall take all additional reasonable activities requested by DPW to control such pedestrian traffic. CityPlace Partners shall submit a traffic control plan for vehicles, including a plan for signage, to DPW's excavation inspector detailing the activities it shall take to control such vehicular traffic. CityPlace Partners shall take all additional reasonable activities requested by DPW to control such vehicular traffic or pedestrian traffic to provide collaboration or cooperation with adjacent projects. DPW reserves the right to request modifications and alterations to the vehicular or pedestrian traffic control to ensure public safety throughout the duration of the project, with all costs borne by CityPlace Partners to implement those changes.
- E. CityPlace Partners shall protect all the utilities located on, about, adjoining, and adjacent to the Premises and shall protect all utilities regardless of their proximity to the Premises from all manner of harm and damage caused by activities conducted on or about or in connection with CityPlace Partners use of the Premises. CityPlace Partners shall submit a utility protection plan to DPW's excavation inspector detailing the activities it shall take to protect such utilities. CityPlace Partners shall take all additional reasonable activities requested by DPW to protect such utilities.
- F. CityPlace Partners shall not maintain or store any toxic or hazardous waste materials or contaminants upon the Premises. CityPlace Partners shall defend, indemnify and save the City harmless from any claims, causes of action, penalties, fines or other assessments, or the expense and cost of cleanup arising out of or in connection with said hazardous or toxic materials or contaminants upon said premises caused by CityPlace Partners.
- G. CityPlace Partners shall be responsible for removing, hauling and properly disposing any accumulated snow or ice on the Premises, or adjacent to any construction fences or barriers that cannot be removed by the CITY's conventional means or methods.
- H. If CityPlace Partners fails to complete the planned public improvements for restoration of encumbered city right of way, licensee shall be responsible for all associated costs in restoring the street and sidewalk to conditions approved by the Department of Public Works.

6. PAYMENT FOR LICENSE

- A. **License Fee.** Licensee shall pay the City a license fee equal to the applicable Encumbrance Fee, as described in Attachment A.
- B. **Initial License Fee.** By signing this Agreement, the Parties acknowledge that Licensee has paid the City the licensee fee for the fee period ending June 1, 2023.

7. INSURANCE

- A. **Requirement.** Licensee shall maintain in effect throughout the term of this Agreement, and any

subsequent renewals, comprehensive public liability insurance with an A rated insurance carrier, or better, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy.

- B. Evidence.** Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that shall include the provision that the City is named as an additional insured. Licensee shall also furnish the City with an endorsement indicating that Licensee shall be given 15 days' written notification prior to cancellation of such insurance for nonpayment of premium and 45 days' written notice for any other reason. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with 10 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notification for any other reason. If such endorsement is not reasonably available then Licensee shall provide the City with notification of any impending cancellations within three days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.
- C. Continuing Obligation.** Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

8. INDEMNIFICATION

The Licensee shall indemnify, defend, and hold harmless the City and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's contractors and subcontractors under this Agreement. If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been filed. Licensee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee 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 Licensee or any third party.

9. RESPONSIBILITY FOR SUPERVISION:

The Licensee shall assume primary responsibility for general supervision of its contractors and any subcontractors for all work performed under the Agreement and shall be solely responsible for all procedures, methods, and work performed under the Agreement. The Licensee shall be responsible to the City for all acts or omissions of its contractors and subcontractors and any other person performing work under this Agreement.

10. PUBLIC RELATIONS:

Throughout the performance of the work, the Licensee will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Licensee shall conduct themselves with propriety.

11. PERMITS

Licensee shall be responsible for obtaining all necessary City and/or State permits prior to placement, repair, or reconstruction.

12. NUISANCES PROHIBITED

Licensee shall not—during the term of this Agreement—on or in the Premises, maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City ordinance, State or Federal statute, or controlling law, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

13. INSPECTION OF WORK:

The City shall, at all times, have access to the Premises for the purposes of inspection and the Licensee shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Licensee 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 Licensee.

14. ASSIGNMENT OF RIGHTS

If Licensee sells the Property, Licensee may temporarily assign the rights granted herein to the new owner of the Property for a period of 60 days after closing. Any subsequent owner of the Property shall execute a new agreement with the City and provide proof of insurance within the 60 day period. Failure to comply with this §11 shall constitute a discontinued use under §2.C.i of this Agreement.

15. LIMITATION OF RIGHTS

Licensee acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

16. WAIVER

The City's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver. Waiver by the City may only occur through an expressed written waiver signed by an authorized representative of the City. No waiver of a breach of any of the covenants, agreements, or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement. All prior representations and understandings related to Licensee's use of the City's right-of-way, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

18. MODIFICATION

Modifications to this Agreement shall only be valid if agreed to in a formal written amendment to this Agreement, properly executed and approved by the Parties.

19. THIRD PARTY BENEFICIARIES

This Agreement does not confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement 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 Agreement are incidental to this Agreement and do not create any right for such third parties.

20. ATTACHMENTS

The following attachments adopted, incorporated by reference, and made part of this Agreement:

- A. Attachment A:** Licensee's Application
- B. Attachment B:** Department of Public Works Encumbrance Recommendation Form
- C. Attachment C:** Photographs and Sketches of Encroachment
- D. Attachment D:** Certificate of Insurance

21. ORDER OF PRECEDENT

This Agreement shall control the relationship of the Parties over any conflicting attachment.

— *Signature Page Follows* —

22. SIGNATURE PAGE

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.

The Parties hereto have executed this Agreement

LICENSEE
Dave Farrington
CityPlace Partners, LLC

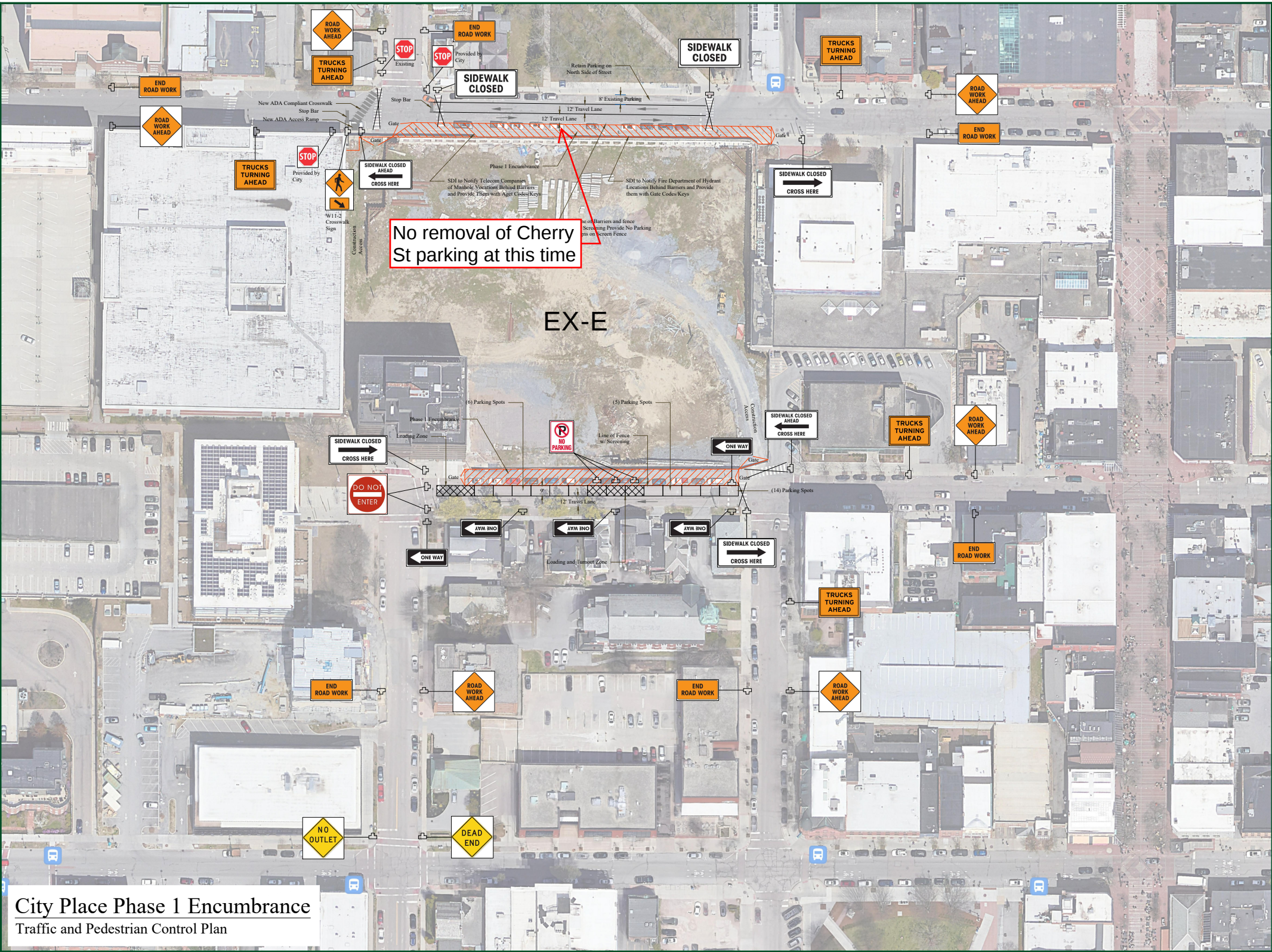
By: DCF2
Dave Farrington

Date: 10/31/22

CITY OF BURLINGTON
Mayor Miro Weinberger

By: [Signature]
Mayor Miro Weinberger
Duly Authorized

Date: 10/26/22





193 Industrial Ave, Williston, VT 05495 Phone: (802) 658-0201
PO Box 2286, South Burlington, VT 05407 www.SDIreland.com

Note:
This shop drawing represents S.D. Ireland's interpretation of the architect's plans and specifications as well as our contract requirements for this project.
Prior to manufacture and production from this drawing all dimensions, methods of construction, and existing conditions must be checked, revised and approved by S.D. Ireland's client.

Legend:

Approval Stamp:
The Undersigned has reviewed this drawing and is returning it to S.D. Ireland with the following approval for fabrication & shipment;

☐ Approved
☐ Approved as Noted
☐ Approved as Noted (Resubmit for Record)
☐ Revise and Resubmit

By: _____ Date: _____
By: _____
(Please Print)

Company: _____
* Please note that revisions may affect pricing and lead times.

Rev.	Date	By	Description
1	10/11/22	MW1A	Rev per Comments

Project Name: City Place Burlington

Project Location: Burlington, VT

Drawing Title: Ph 1 Traffic Control Plan

Job #: _____ Date: 02/14/23

Scale: N.T.S. Page: 53 of 79



**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

MEMORANDUM

TO: License Committee/City Council

FROM: Caleb Manna, Excavation Inspector, Department of Public Works

DATE: March 20, 2024

CC: Norman Baldwin, P.E. Assistant Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E.; Sr. Public Works Engineer

RE: Department of Public Works – Main Street and Winooski Ave Parking Lot –
Encumbrance Permit Request

Request

The applicant, Burlington Department of Public Works, is requesting approval from the Licensing Committee for long-term obstruction of the Main and Winooski Parking Lot located at 220 Main Street, for use as a staging area during the Main Street Great Streets Construction Project. The parking lot is owned by the City of Burlington Parking and Traffic Department, Parking Facilities Division.

As stated in Burlington Code of Ordinance Chapter 27-32(a): *"No permit as required by Section 27-31 shall be for longer than sixty (60) days, except as authorized by the city council."*

Overview

The Department of Public Works presented this item the License Committee in August of 2023, and received approval. At that time, DPW was unsure if the selected contractor would chose to make use of the parking lot, and the decision was made to pause on seeking full City Council approval until the project understood the parking lot would be utilized for construction and materials staging by the contractor.

The original request proposed a reduced permit fee in exchange for the resurfacing of the existing parking lot, estimated at \$120,000 value. DPW is no longer seeking a fee exchange for repaving the parking lot. The encumbrance fees have been updated and are reflective of actual use of metered parking spaces in the lot, billed at the maximum daily rate for the meter. Funds from the encumbrance permit will go directly to parking facility revenue 265.

The current request also adds approvals to use designated parking spaces behind Memorial Auditorium, and a small portion of the Fletcher Free Library Parking Lot, for equipment and material storage.

This temporary construction encumbrance permit and license agreement will allow the contractor to use the City owned Main and Winooski Parking Lot as a staging area throughout construction. This will allow the project to advance as quickly as possible while minimizing disturbance as much as reasonably possible to the general public.

The City included requirements for posting notice for the lot prior to and following the encumbrance of these spaces for construction. There are currently 40 hourly spaces and 8 permitted long term spaces in the Main/Winooski parking lot, and 8 spaces in the southern corner of the Fletcher Free Library Lot being requested for use. All of these spaces are metered parking.

In preparation of the upcoming construction improvements, DPW has engaged the Public Works Commission during the May 2023 commission meeting for discussion, and again for approval on 7/26/2023.

Recommendation

Because the limits of the staging area and financial information have changed since the original presentation, The Department of Public Works is seeking re-approval from the License Committee in support of entering into a License Agreement between the applicant and the City.

Thank you for consideration of this request, please do not hesitate to contact me directly at CManna@burlingtonvt.gov or 802-865-7562.

Attachments

- A. DPW Recommendation Form
- B. Site Plan
- C. Encumbrance Fees

Motions:

License Committee:

"To approve and recommend that the City Council approve the Encumbrance Application for the parking lot located at the intersection of Main Street and S. Winooski Ave, requesting use of the parking lot and parking spaces for construction activities and equipment staging, and to further recommend that the City Council authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

City Council:

"To approve the Encumbrance Application for the parking lot located at the intersection of Main Street and S. Winooski Ave requesting use of the lot and parking spaces for construction activities and equipment staging, and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office."

An Equal Opportunity Employer

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CONSTRUCTION ENCUMBRANCE PERMIT AND LICENSE AGREEMENT
City of Burlington
Department of Public Works

This Long-term Encumbrance Permit and License Agreement (“Agreement”) is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (“City”), and Burlington Public Works, a municipal corporation with its principle place of business at 645 Pine Street, Burlington VT (“Licensee”). The City and Licensee agree to the terms and conditions of this Agreement.

1. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- 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 Agreement.

Background. The City owns property, including the street and sidewalk right-of-way adjacent to the property located at 220 Main Street. Licensee has obtained a construction encumbrance permit allowing the occupation of City right-of-way and City owned property at 220 Main Street for a staging area to be used for Main Streets Great Street Project. According to Licensee’s permit, it will cover 16,300 square foot area of the 220 Main Street Lot.

- C. Purpose.** This Agreement sets forth the terms and conditions for the permitted use of the public right-of way.

2. EFFECTIVE DATE AND TERM

- A. Effective Date.** Once executed by both parties, this Agreement shall be valid and enforceable (“the Effective Date”). The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement.
- B. Term.** This Agreement shall commence on the Effective Date and expire on April 30th 2027.
- C. Termination.** This Agreement may be terminated as set forth in this §2.C. Upon termination, Licensee shall remove—at its own expense—all objects, materials, and other obstructions placed on the Premises. If Licensee refuses to promptly remove such obstructions, the City may remove all such obstructions, and the Licensee shall be liable for all expenses of such removal.
 - i. Discontinued Use.** The City shall have the exclusive right to immediately terminate this Agreement should Licensee or a subsequent owner discontinue the licensed use of the premise.
 - ii. Termination for Convenience.** At any time prior to completion of services specified under this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the Licensee, not less than fifteen (15) days prior to the termination date, of its intention to do so. The Licensee shall make no claim against the City by reason of such termination.
 - iii. Breach.** The City shall have the exclusive right to terminate this Agreement if Licensee is in breach of this Agreement. The City shall provide 7 days written notice in advance of the

termination date.

- iv. **Non-Compliance.** If any of the License Conditions are not met to the satisfaction of the City, the Licensee will be responsible for restoration of the curbing and greenbelt adjacent to the property.
- v. **Renewal.** This agreement shall be renewable annually for a one-year term provided that licensee submits an annual renewal application certifying that its renewal does not amend, modify or otherwise change the existing agreement, pays the requisite fees, and provides updated proof of insurance and all applicable endorsements, and provided that the Department of Public Works certifies that licensee is still in compliance with terms of this agreement.

3. DEFINITIONS

- A. **“Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the signature page of this Agreement.
- B. **“Encumbrance Fee”** means the sum of the encumbrance application fee, the parking meter fee, and the square foot use fee, annually set by the City.
- C. **“Party”** means the City or Licensee and **“Parties”** means both the City and Licensee.
- D. **“Premises”** means the street and sidewalk rights-of-way on Main Street and South Winooski Avenue located adjacent to 220 Main Street and Memorial Auditorium.
- E. **“Property”** means the parking lot located at 220 Main Street in Burlington, Vermont, inclusive of the parking lot obstruction that are the subject of this Agreement, and a portion of the Fletcher Free Library behind Memorial Auditorium.

4. GRANT OF LICENSE

The City hereby grants to Licensee a license to use and maintain a temporary laydown yard and staging area in parking lot located at 220 Main Street, for use during Main Street Great Streets Redevelopment Project, covering an area of 16,300 sq. ft. area, as depicted in Attachment B, for the term set forth in **§2.B** of this Agreement. Licensee and their selected contractor and sub-contractors may use and maintain the occupied portion of the City owned parking lot, which must be maintained and placed exactly as described in the plan approved by the Department of Public Works (“DPW”) and attached hereto as Attachment B.

5. LICENSE CONDITIONS

The Premises shall be maintained in accordance with all conditions set by the City’s Department of Public Works (“DPW”) such conditions shall include the following enumerated conditions, but may also be supplemented by DPW upon reasonable notice to Licensee if the City determines that the public safety, health, or welfare requires such supplemental conditions. City reserves the right to terminate this agreement as consistent with **§2.C.iii** should License fail to comply with any of the enumerated conditions or any supplemental conditions provided by DPW after reasonable notice. Licensee may use and maintain the parking lot area in the City’s parcel lot and must be maintained and placed exactly as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment C.

- A.** Licensee shall take all reasonable precautions to protect the public from potential hazards resulting and emanating from the Premises due to activities related to the uses for which this encumbrance is permitted.
- B.** Licensee shall control the dust and dirt and other debris on the encumbered area and adjoining areas, including picking up and sweeping such dust, dirt, and debris. Licensee shall submit a dust control and street sweeping plan to DPW's excavation inspector detailing the activities it shall take to control such dust, dirt and debris, but shall also take all additional reasonable activities requested by DPW to control such dust, dirt, and debris. All costs of these control activities shall be the responsibility of Licensee.
- C.** Licensee shall maintain all construction barriers and keep them in good, working condition. All costs associated with the maintenance and upkeep of construction barriers are solely the responsibility of Licensee.
- D.** Licensee shall institute and properly maintain traffic control plans for all types of vehicles and for pedestrians such that said vehicles and pedestrians are protected from hazards and dangers emanating from the Premises, the associated construction site on the Property, and related construction activities. These traffic control plans, detailing the activities Licensee shall take to control the traffic and including plans for signage to properly ensure the safety of drivers and pedestrians, shall be submitted to DPW's excavation inspector for approval. Licensee shall also take all additional reasonable activities requested by DPW to control such vehicular traffic or pedestrian traffic to provide collaboration or cooperation with adjacent projects. DPW reserves the right to request modifications and alterations to the vehicular or pedestrian traffic controls to ensure public safety throughout the duration of the project. All costs of this traffic control shall be the responsibility of Licensee.
- E.** Licensee shall protect all utilities, particularly those located on, about, adjoining, and adjacent to the Premises, from all manner of harm and damage caused by activities conducted on, about, or in connection with Licensee's use of the Premises. Licensee shall submit a utility protection plan, detailing the activities it shall take to protect such utilities, to DPW's excavation inspector for approval. Licensee shall take all additional reasonable activities requested by DPW to protect such utilities. All costs of these protection activities shall be the responsibility of Licensee.
- F.** Licensee shall not maintain or store any toxic or hazardous waste materials or contaminants upon the Premises and shall defend, indemnify and hold the City harmless from any claims, causes of action, penalties, fines or other assessments, or the expense and cost of cleanup, if any toxic or hazardous waste materials or contaminants are found on the Premises in connection with Licensee's construction activities or use of the Premises.
- G.** Licensee shall be responsible for removing, hauling and properly disposing of any accumulated snow or ice on the Premises or adjacent to any construction fences or barriers that cannot be removed by the City's conventional means or methods. All costs of this snow and ice removal shall be the responsibility of Licensee.
- H.** Licensee shall make any and all parking spaces in the 220 Main Street parking lot available for use by the general public, for public parking, when not obstructed by construction activities for the Great Streets Project.

- I. Licensee shall be responsible for ensuring parking spaces located in the 220 Main Street Lot are posted for no parking following standard procedures for restriction of public parking spaces under the City of Burlington Parking Department requirements.

6. PAYMENT FOR LICENSE

- A. **License Fee.** Licensee shall pay the City encumbrance fees as provided by City ordinance and as further described in Attachment C.
- B. **Initial License Fee.** By signing this Agreement, the Parties acknowledge that Licensee has paid the City the annual license fee for the period beginning on the effective date and ending July 1, 2024.
- C. **Parking Meter Fee.** Licensee shall pay any and all parking meter fees for metered spaces affected by or related to this encumbrance.

7. INSURANCE

- A. **Requirement.** Licensee shall maintain, throughout the term of this Agreement and any subsequent extension or renewals, comprehensive public liability insurance with an A- or better-rated insurance carrier qualified to transact business in the State of Vermont insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted by this Agreement in an amount not less than \$1,000,000 each occurrence. The City shall be named as an additional insured on such insurance policy.
- B. **Evidence.** Prior to execution of this Agreement, Licensee shall furnish the City with a certificate of insurance and endorsement that includes the provision naming the City as an additional insured. Licensee shall also furnish the City with an endorsement indicating that Licensee shall be given 30 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notice for any other reason. Licensee shall take all reasonable efforts to acquire an endorsement providing the City with 10 days' written notification prior to cancellation of such insurance for nonpayment of premium and 30 days' written notification for any other reason. If such endorsement is not reasonably available, then Licensee shall provide the City with notification of any impending cancellations within three days after receipt of such notice from its insurance carrier. The current certificate of insurance and applicable endorsements are attached to this Agreement as Attachment D.
- C. **Continuing Obligation.** Licensee shall provide the City with an updated certificate of insurance and applicable endorsements annually on or before the certificate's stated expiration. It is the responsibility of Licensee to ensure that a current certificate of insurance is on file with the City at all times.

8. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from liability for any claims, suits, expenses, losses, judgments, and damages arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's officers, directors, employees, agents, contractors, and subcontractors on or related to Licensee's use of the Premises or in connection with this Agreement or the rights granted to it under this Agreement. If the City, its officers, officials, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Licensee in

writing that a claim to which the indemnification provision may apply has been received. Licensee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim and to approve all proposed settlements of claims to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee 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 Licensee or any third party.

9. RESPONSIBILITY FOR SUPERVISION:

Licensee shall assume responsibility for general supervision of its contractors and any subcontractors, shall be solely responsible for all procedures, methods, and work, and shall be responsible to the City for all acts or omissions of its officers, employees, agents, contractors, subcontractors, or any other person related to any activity or work performed in connection with this Agreement or the rights granted to Licensee under this Agreement.

10. PUBLIC RELATIONS:

Throughout the performance of the work, the Licensee will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Licensee shall conduct themselves with propriety.

11. PERMITS

Licensee shall be responsible for obtaining all necessary City and/or State permits prior to performing any work on the Premises or in connection with this Agreement.

12. NUISANCES PROHIBITED

Licensee shall not—during the term of this Agreement—on or in the Premises, maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City ordinance, State or Federal statute, or controlling law, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

13. INSPECTION OF WORK:

The City shall, at all times, have access to the Premises for the purposes of inspection, and the Licensee shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Licensee 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 Licensee.

14. ASSIGNMENT OF RIGHTS

A. If Licensee sells the Property, Licensee may temporarily assign the rights granted herein to the new owner of the Property for a period of 60 days after closing. Any subsequent owner of the Property shall execute a new agreement with the City and provide proof of insurance within the 60 day period. Failure to comply with this §14 shall constitute a discontinued use under §2.C.i of this Agreement.

B. Licensee may temporarily assign the rights granted herein to the contractor and/or sub-

contractor selected to perform construction activities related to the Great Streets Reconstruction Project, and currently under contract to perform the above mentioned work by Licensee.

15. LIMITATION OF RIGHTS

Licensee acknowledges that no property interest or other right is created other than that specifically defined and limited by this Agreement.

16. WAIVER

The City's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver. Waiver by the City may only occur through an expressed written waiver signed by an authorized representative of the City. No waiver of a breach of any of the covenants, agreements, or provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision in this Agreement.

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement. All prior representations and understandings related to Licensee's use of the specified portions of the City's right-of-way, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

18. MODIFICATION

Modifications to this Agreement shall only be valid if agreed to in a formal written amendment to this Agreement, properly executed and approved by the Parties.

19. THIRD PARTY BENEFICIARIES

This Agreement does not confer any rights or remedies upon any person or entity other the Parties. Enforcement of this Agreement 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 Agreement are incidental to this Agreement and do not create any right for such third parties.

20. ATTACHMENTS

The following attachments are adopted, incorporated by reference, and made part of this Agreement:

Attachment A: Department of Public Works Encumbrance Recommendation Form

Attachment B: Photographs and Sketches of Encroachment

Attachment C: Encumbrance Fees

21. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

22. SIGNATURE PAGE

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.

The Parties hereto have executed this Agreement

LICENSEE

DPW Director Chapin Spencer
Burlington Public Works

By: _____
Chapin Spencer

Date: _____

**CITY OF BURLINGTON
Mayor Miro Weinberger**

By: _____
Mayor Miro Weinberger
Duly Authorized

Date: _____



DEPARTMENT OF PUBLIC WORKS
 645 PINE STREET
 BURLINGTON, VT 05401
 Voice: (802) 863-9094 Ext 3 Fax: (802) 863-0466
 Email: dpwpinecustomerservice@burlingtonvt.gov

DPW ENCUMBRANCE RECOMMENDATION FORM

DBA NAME: City of Burlington, Vermont DATE: 3/14/2024
 COMPANY NAME: Burlington Public Works PHONE: 802-865-9093
 CONTACT NAME: Laura Wheelock EMAIL: LWheelock@burlingtonvt.gov
 MAILING ADDRESS: 645 Pine Street, Burlington VT 05401
 LOCATION OF ENCUMBRANCE: 220 Main Street

FOR LONG-TERM ENCUMBRANCE, TABLE AND CHAIR ENCUMBRANCE, AND CONSTRUCTION ENCUMBRANCE

1. All encumbrances should be located on private property, if possible. In the opinion of the Excavation Inspector, is there an available alternative location for the requested encumbrance on private property?

YES []

NO ☒

2. Will there be sufficient width for plows, pedestrian access, and ADA requirements if the proposed encumbrance is added to the sidewalk/roadway/greenbelt?

YES ☒

NO []

3. Additional Comments: _____

Staging area for Great Streets Reconstruction Project. Starting spring
of 2024. Includes select spaces behind Memorial and in Fletcher Free Library Lot

4. Has this business remained in compliance to date (RENEWALS ONLY)?

YES []

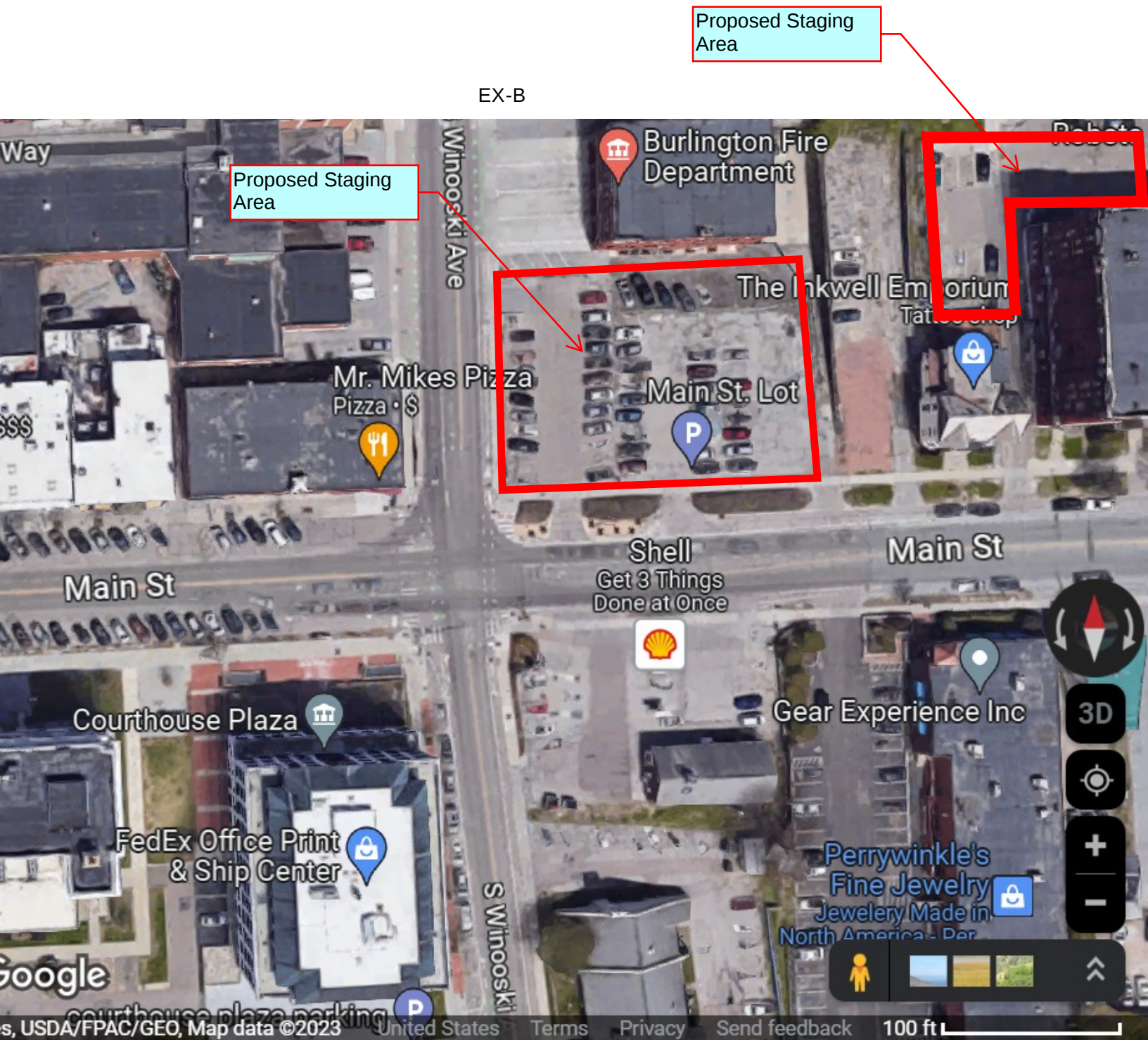
NO []

5. Describe the encumbrance, including square footage and location of items: _____

Occupation of 16,300 sq. ft. city owned parking lot with job site trailers,
construction materials, and equipment.

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No [] If no, reason: _____
 Signature: Caleb Manna Date: 3/14/2024



220 Main Street Parking Lot Encumbrance Fees for Great Street Reconstruction Project
Spring 2024-Fall 2026

This temporary construction encumbrance permit and license agreement will allow the contractor to use the City owned Main and Winooski Parking Lot as a staging area throughout construction. This will allow the project to advance as quickly as possible while maintaining traffic on Main Street. The funds from the encumbrance permit will go directly to parking facility revenue. The yearly revenue of is a result of the current lot capacity, and anticipated occupation of metered parking spaces billed at the maximum daily rate for the meter:

FY24	\$79,752	
FY25	\$37,017	
FY26	\$18,837	
FY27	\$6,363	**subject to actual
Total	\$141,969	

Timeline

Main-Winooski Lot - lease from Feb 1-May 24, 2024 (entire parking lot)

Main – Winooski Lot- lease from May 25-Dec 31, 2025 (1/3 parking lot)

Library/Memorial metered spaces lease from Feb 1 2024 -Oct 31 2026

CITY OF BURLINGTON

In the Year Two Thousand Twenty-Four

An Ordinance in Relation to

stages of passage:

An update to Chapter 23, Peddlers and Solicitors

ORDINANCE _____
Sponsor: License Committee
Public Hearing Dates: _____
First reading: _____
Referred to: _____
Rules suspended and placed in all

It is hereby Ordained by the City Council of the City of Burlington as follows:

That Chapter 23, Peddlers and Solicitors, of the Code of Ordinances of the City of Burlington be and hereby is amended to read as follows:

23-1 License required.

It shall be unlawful for any person to engage in the business of peddler as defined in section 23-2 of this chapter within the city without first obtaining a license therefor as herein provided, unless participating in a City-sponsored and/or sanctioned event, not to exceed one-week in duration, which has been approved for a Special Event Entertainment Permit by the City Council.

23-2 Definitions.

The word "peddler," as used herein, shall include any person, whether a resident of the city or not, traveling by foot, or utilizing a wagon, motor vehicle, pushcart, van or any other type of conveyance, from place to place, from house to house, or from street to street, carrying, conveying or transporting goods, wares, merchandise, meats, pastries, fish, vegetables, fruits, garden truck, farm products or other provisions, food or services, and offering and exposing the same for sale, or making sales and delivering articles to purchasers, or who, without traveling from place to place, shall sell or offer the same for sale from a table or stand, or from a wagon, motor vehicle, pushcart, van, railroad car or other vehicle or conveyance. The following businesses/individuals are exempt from this licensing requirement: One who, for or on behalf of a nonprofit organization, solicits orders and as a separate transaction makes deliveries to purchasers, a farmer who is selling the produce of his/her own farm; delivery services.

23-3 Application.

Except for those persons seeking certification pursuant to Section 23-15 to peddle or solicit in the Church Street Marketplace District or Parks/Waterfront area, applicants for a license under this chapter shall file an application with the city clerk meeting the requirements of Section 19-4. In addition to the requirements of Section 19-4, an application for a peddler's license shall likewise include the following information:

Commented [A1]: BCA often runs into this issue for the BTV Market, Holiday market, etc. As I understand it their practice has not been to require licenses for these events. We should either add in some kind of an exception, or, require licenses for all.

I would note that if there is value in the background check process, that would either need to be managed by the Dept sponsoring the event or waived entirely for those just participating in these events.

Commented [A2]: To address the issue of peddling on public vs private property, our ordinance does not make a distinction based on ownership of property. So technically private property does still require a license.

Commented [A3]: Recommend striking that Parks licenses are exempt from this application requirement. From what I understand from Lori, folks looking to peddle in or around a Park still file an application with the Clerk's office, which is reviewed and sent to the Parks Commission for authorization pursuant to 23-6(a)(1)(d).

(a) The name and mailing address of the applicant and the name and mailing address of a person through whom the applicant may be reached;

(b) A brief description of the nature of the business and the goods to be sold and in the case of products of farm or orchard, whether produced or grown by the applicant;

(c) If employed, name and address of the employer;

(d) The length of time for which the right to do business is desired;

(e) If a vehicle is to be used, a description of the same, together with the license number or other means of identification;

(f) One (1) photograph of the applicant, taken within sixty (60) days immediately prior to the date of filing the application, which picture shall be two (2) inches by two (2) inches showing the head and shoulders of the applicant in a clear and distinguishing manner;

(g) A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any municipal ordinance, the nature of the offense and the punishment or penalty assessed therefor;

(h) A statement as to the dimension, construction and appearance of applicant's stand or cart, and a photograph of such, and a description of the area where peddler requests his/her cart or stand be located;

(i) Proof that applicant maintains public liability insurance for personal injury and property damage. Proof shall be in the form of a certificate from an insurance company authorized to do business in this state, with the provision that such insurance shall be noncancellable except after ten (10) days' notice to the city clerk. Such public liability insurance shall provide coverage of at least one hundred thousand dollars (\$100,000.00) for personal injury to or death of any one or more persons in any one accident, and for damage to property in the amount of at least twenty-five thousand dollars (\$25,000.00) resulting from any one accident.

Liability insurance for bodily injury shall not be required for noncommercial functions or endeavors, provided that the applicant agrees in writing to hold and save the city harmless for any and all liability arising out of such function or endeavor.

23-4 Investigation.

Upon receipt of any application filed under this Chapter, excepting 24 hour licenses in the Marketplace District Pursuant to Section 23-15 ~~Section 23-3~~, the city clerk shall forward a background check form to the appropriate authorities, who shall cause an investigation of the applicant to be made, including a history of criminal convictions. The information received from the background check inquiry shall be considered by the city in determining whether a license shall be issued or the applicant certified as qualified for the issuance of a peddler's license.

Commented [A4]: Recommend requiring this for general licensing as well as Marketplace licensing.

Commented [A5]: Marketplace requires 2 photos – recommend updating one section for consistency.

Commented [A6]: Consider removal as necessary to align with requirements for other license holders.

Commented [A7R6]: That is one option – the other is insert a similar requirement for the Marketplace and Parks.

Notably, this does not seem to disqualify the applicant on its face; however pursuant to BCO 19-6 if the Clerk gets results that leads them to believe that health and safety of the public may be in jeopardy by granting the license, they can elevate to the LC and CC for review.

Commented [A8]: Would flag that these limits may need review. Our office can request a review by our insurance consultant.

Commented [A9]: Consider removal as necessary to align with requirements for other license holders.

Commented [A10R9]: See my comments above for 23-3(f) – there is also the option to add this requirement to Parks and marketplace provisions in the alternative.

If background checks are to be applicable to all, have inserted an exception for 24 hour licenses for consideration.

23-5 Granting of license. As written.

23-6 License issuance, duration, and fees.

(a) *Types of Licenses.* There shall be two (2) types of peddlers' licenses available for issuance under this section. Except for peddlers who deliver goods from place to place, each license is good for only one (1) stationary location at any one (1) time.

(1) A general license shall authorize peddling at all locations throughout the city except:

- a. Within the Church Street Marketplace District;
- b. Within the Central Peddling District;
- c. Between the curblines of any street, unless the license carries a vehicle license endorsement;
or
- d. Within any city park or within twenty (20) feet of the boundary of any city park except by authorization from the parks and recreation commission. Unless authorized by the commission, peddlers shall also be prohibited from the following areas located near city parks:
 1. East from North Beach on the Institute Road right-of-way to North Avenue.
 2. Lake Street right-of-way from Depot Street to College Street inclusive.
 3. College Street right-of-way west of Battery Street.
 4. City-owned land north of Waterfront Park until North Beach including the Water Division access road and the Burlington bikeway.
 5. Maple Street right-of-way west of Battery Street.

(2) A Central Peddling District license which, in addition to operating as a general license, shall authorize peddling within the Central Peddling District at one of the designated peddler sites. "Central Peddling District," for the purposes of this chapter, shall be defined as the area bounded by, and including both sides of, Main Street, Battery Street, Pearl Street, and South Union Street except within the Church Street Marketplace District as defined in the City Charter at Section [321](#) and except within the boundaries of City Hall Park and sidewalks adjacent thereto.

Commented [A11]: For peddling in Parks and Parks adjacent areas, a license is still required; however, it has to be approved by the Parks Commission before it can be issued by the Clerk.

(b) *Vehicle endorsement:*

(1) Peddlers who receive a general license may request a vehicle endorsement that authorizes the placement of that vehicle on a city street or right-of-way. No vehicle endorsement shall be applicable in the Central Peddling District. The location and placement of peddler's vehicles shall be regulated by the city. In addition, the city may limit the number of general licenses which shall receive a vehicle endorsement. The maximum size of any peddler's vehicle may not exceed thirty (30) feet in length.

On receipt of an application requesting endorsement, the city clerk shall review the traffic, parking and other relevant areas affected at the proposed location of the vehicle. The city may decline to grant a vehicle endorsement for a permanent location.

Peddlers who receive a vehicle endorsement shall be responsible for cleaning the area of the public way near and covered by that vehicle. Peddlers who receive a vehicle endorsement for this or any location must at all times comply with all city parking ordinances.

(2) The particular parking limitations on University Place warrant a specific limitation on the number of peddlers who may locate vehicles at that site. Therefore, the number of licenses with vehicle endorsement that may be issued for University Place in Burlington is hereby limited to seven (7) spaces. The city clerk's office shall monitor and administer the occupancy of these spaces. Those spaces shall be marked and signed for use by peddlers from the hours of 7:00 a.m. through 7:00 p.m. Peddlers' vehicles shall be removed from these spaces at the close of each business day.

(c) *Allocation of licenses and peddler sites.* Within the central business district, peddlers may locate only at sites that have been designated as peddler sites by the city council license committee, unless participating in a City-sponsored and/or sanctioned event, not to exceed one-week in duration, which has been approved for a Special Event Entertainment Permit by the City Council. A map of regularly designated sites shall be available for review at the city clerk's office. An applicant may petition the license committee to add a site to the map. Both general and unoccupied central peddling district peddler sites shall be allocated on a first-come, first-serve basis. A peddler may remain at an approved site by renewing his/her annual license on a timely basis. The clerk's office shall keep a waiting list of persons interested in obtaining a peddler site on University Place. If a designated site on University Place is vacated by an existing peddler, that space will first be offered to other existing peddlers in order of seniority and then to the general public on the waiting list. The clerk's office shall also keep a waiting list of persons interested in designated sites in the central peddling district. If a designated site becomes available, the site shall be offered to persons from the waiting list.

(d) *Fees and duration.* Licenses shall be issued annually on June 1. Existing peddlers must submit renewal applications to the city clerk's office by May 15 in order to ensure that they retain their current peddler sites. There shall be a thirty dollar (\$30.00) fee charged, in addition to the license fees, for all applications submitted after June 1, unless otherwise set by order of the city council. The fee for all licenses issued under this section shall be payable in full upon application, and be refunded less a five dollar (\$5.00) processing fee if the application is denied. Fees for licenses shall be as follows:

Commented [A12]: BCA has noted this provision is challenging for events in the downtown and poses a concern for the upcoming eclipse.. Recommend that an exception either be granted for those participating in City sponsored time limited events OR participants in such events be exempted from the license requirement all together, see potential edit to 23-1.

Commented [A13]: In the past I now Lori has expressed that this review should be done by Caleb Manna or other staff in DPW that has the ability to do a technical review of sizing and traffic flow.

Commented [A14]: Confirming whether these hours are still accurate

Commented [A15]: BT: "confirm with Lori, but I believe section (b)(2) needs to be updated from seven to five spaces"

Commented [A16]: BT: "Note that either here or in section (c), or perhaps under 23-14, we also may need language on how to handle folks who are losing a spot on account of this change. Section (c) says that when an existing peddler leaves an existing site, the space will be offered to existing peddlers in order of seniority. Perhaps we need to extend the same criteria to situations where a peddler loses their location on account of designated peddler location being decreased in size."

Commented [A17R16]: I think in practice the spots have already been eliminated. I don't think there are any existing peddlers in the spots being eliminated. I'm not sure that there is a need to make any adjustments on that basis. If occupied sites were to be eliminated, I would recommend letting the peddlers' finish out their licensing cycle if at all possible.

Commented [A18]: Would recommend an exception for non-permanent/seasonal spots for City sponsored events if a license will still be required.

Commented [A19]: BCA often runs into this issue for the BTV Market, Holiday market, etc. As I understand it their practice has not been to require licenses for these events. We should either add in some kind of an exception, or, require licenses for all.

I would note that if there is value in the background check process, that would either need to be managed by the Dept sponsoring the event or waived entirely for those just participating in these events.

Commented [A20]: BT: "Section (d), ask Lori if we should be increasing fees, and need to consider alignment with Church Street applications."

Commented [A21R20]: For the marketplace fees, those are recommended annually for approval to the Council by the Commission. If these fees are not keeping pace with the marketplace fees or other fees that we charge for similar permits, consider updating this section so that these fees are updated and approved on a similar schedule.

(1) *General licenses:* One hundred dollars (\$100.00) per year or fifteen dollars (\$15.00) per month. Vehicle license endorsements shall be an additional three hundred dollars (\$300.00) per year or an additional thirty dollars (\$30.00) per month or any part thereof.

(2) *Central Peddling District licenses:* Three hundred dollars (\$300.00) per year or two hundred dollars (\$200.00) for six (6) months or sixty dollars (\$60.00) per month or any part thereof.

(3) Peddlers selling food shall make a deposit of one hundred dollars (\$100.00) to the city clerk to ensure that the peddling area is kept clean. The deposit shall be returned to the peddler on termination of the licensing period once the clerk confirms that the area has been maintained as required by this section. If the area has not been properly maintained, the city shall retain the deposit to pay for the cleaning of the area.

23-7 Transfer and display; employees.

(a) No license issued under the provisions of this chapter shall be used at any time by any person other than the one to whom it was issued or an employee thereof. A licensee shall display his/her license at all times while peddling. Failure to do so shall be considered cause for revocation of such license.

(b) Employees. A licensed peddler may utilize the services of employees and shall be fully responsible for insuring that his/her employees comply with the provisions of this chapter. Before utilizing the services of any employee, a licensed peddler must supply the name and photograph of the employee pursuant to the same procedure outlined in Section 23-3 and the employee shall be subject to the investigatory process as outlined in Section 23-4.

23-8 Loud noises and speaking devices. As written.

23-9 Prohibited and regulated locations.

(a) Unless otherwise specifically provided herein or unless participating in a City-sponsored and/or sanctioned event, not to exceed one-week in duration, which has been approved for a Special Event Entertainment Permit by the City Council, no peddling shall be permitted in, nor shall any peddler occupy for the purpose of peddling at any time, the following areas: The Church Street Marketplace District or between the curblines of Main and Pearl Streets between South Union and Battery Streets.

(b) All licensed peddlers utilizing city sidewalks for peddling shall establish themselves, their displays and the product they are holding out for sale as close as is reasonably possible to the curbline unless otherwise directed by the city. At no time shall a peddler intervene with or obstruct the free passage of pedestrians upon a sidewalk.

(c) All peddlers shall remove their carts or vehicles from the public street or sidewalk at the close of each business day.

(d) Peddlers shall not be licensed to sell food or merchandise within thirty (30) feet of a business or peddler selling similar produce or wares.

23-10 Severability. As written.

Commented [A22]: I would recommend that the Committee consider whether there should be the ability to pay a pro-rated amount for short duration events if a license is to be required, there is a provision for 24 hour licenses in the marketplace.

Commented [A23]: Same recommendation for duration of license and pro-rated fee as (d)(1)

Commented [A24]: Lori has made a recommendation that this section be eliminated as it is not enforced. I'm not sure if we actually collect the deposit and just aren't inspecting or if this is just a totally dormant subsection.

Commented [A25]: If the background check requirements remain in place, I would recommend the committee consider whether this should be applicable to employees as well.

Commented [A26]: Recommend this addition to allow for City-sponsored events in the downtown core.

Commented [A27]: Consider updating or striking to account for special events as well as Church Street Marketplace.

23-11 Location; size limitation; refuse; appearance.

The city may regulate the placement and location of peddlers including, but not limited to, the following restrictions: No peddler may locate their table, stand, pushcart, or other such device in front of, or within five (5) feet of either side of an entry way or in front of or within five (5) feet on any side of any window of any business while the business is open, or in front of a marked handicapped space, unless the vehicle in the space belongs to the handicapped peddler, or under or within ten (10) feet of the Flynn Theatre Marquee. Except within the Church Street Marketplace District, no peddler peddling upon the sidewalks of the city shall utilize any table, stand, pushcart or other device for holding and/or dispensing his/her products which exceeds a total height of eight (8) feet, including all accessories, total length of eight (8) feet, and total area of twenty-four (24) square feet. The longest dimension shall at all times be parallel to the curb. All such tables, stands, pushcarts or other such devices, including vehicles, shall be maintained to be neat and safe, and products for sale shall be displayed in a manner pleasing to the public. The extra inventory and devices to carry merchandise shall be stored completely out of the public view. No peddler shall discharge, or cause to be discharged, any grease, ash or any other form of refuse on to any street or sidewalk area. All food peddlers will provide appropriate trash receptacles and be responsible for sweeping broom-clean the area within at least a fifteen-foot radius of their operations and for cleaning all food and/or grease from the sidewalk. All peddlers shall keep the area surrounding their location clear of trash, debris, snow or ice for a distance of four (4) feet. No peddler shall locate any portion of his/her cart or table within fifteen (15) feet of another peddler's cart or table within the Central Peddling District unless otherwise designated by the license committee. No peddler shall keep animals of any kind near their location. No peddler shall use parking meters, utility poles, trees, or property other than the peddler's or solicitor's own stand, cart, table, etc. to advertise in any manner. No peddler shall operate in a manner which jeopardizes the public health, safety, or general welfare.

23-12 Peddling by charitable organizations, etc. As written.**23-13 Penalty.**

Persons violating any of the provisions of this chapter, with the exception of section 23-15, shall be subject to a civil penalty of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00). The waiver penalty for such offense for purposes of the municipal complaint (civil ticket) shall be fifty dollars (\$50.00). Each day the violation continues shall be a separate offense. The clerk/treasurer, assistant clerk/treasurer and all law enforcement officers are authorized to issue a municipal complaint for a violation of this chapter. The peddler's license may also be suspended or revoked by the city council if such is recommended by the license committee of the board after notice and hearing for such violation before such committee.

23-14 Amendments.

The city council may amend this chapter at any time by adding or eliminating spaces or changing space locations as required, despite the fact that licenses may already be granted for any license year. Unless

Commented [A28]: Lori previously mentioned something about this section being outdated, including its reference to "grease" and "ash." I understand we are unlikely to police a grease stain but I don't know that this warrants removal of any language.

Commented [A29R28]: We could keep the prohibition on refuse etc while removing the deposit requirement of 23-6(d)(3) if there is appetite for that.

Commented [A30]: BT: "Confirm with Lori whether we should increase fine amount."

Commented [A31R30]: This is in line with the standard penalty outlined for civil offenses in BCO 1-9.

necessary to preserve health and safety, or to accommodate an unforeseen and urgent construction project, eliminations or changes shall not be made during the license year.

Commented [A32]: Suggested edit to account for the need to change in the future and to address the UP issue if necessary.

23-15 Church Street Marketplace District peddlers and solicitors.

(a) *Certificate required.* It shall be unlawful for any person to engage in the business of peddler as defined in section 23-2 of this Code within the area coming under the jurisdiction of the Church Street Marketplace district Commission as defined in section 322 of the Burlington City Charter without first obtaining a certificate therefor as herein provided unless participating in a City-sponsored and/or sanctioned event, not to exceed one-week in duration, which has been approved for a Special Event Entertainment Permit by the Commission.

Commented [A33]: Consider exception for City sponsored events upon approval of Commission.

(b) *Definitions.* As written.

(c) *Administration.*

(1) *Certification by commission.* The commission administers the certification and siting of all peddlers and solicitors in the district.

(2) *Establishment of zones and sites.* On or before June thirtieth of each year, the commission will establish zone(s) for peddler operation within the area coming under commission jurisdiction, and will also set the number and location of not more than forty (40) sites available within the zone(s) for the ensuing fiscal year commencing July first.

(3) *Granting of certificates.* Annual certificates may be granted by the commission for the following categories of peddler:

Marketplace street artist;

Marketplace street artisan; and

Marketplace [food] peddler.

Seasonal certificates may be granted by the commission for the following category of peddler:

Marketplace seasonal peddler.

Weekly certificates may be granted by the commission for the following categories of peddler:

Marketplace street artist;

Marketplace street artisan; and

Marketplace peddler.

Twenty-four hour permits may be granted by the commission for the following categories of peddlers and solicitors:

Marketplace street artist;

Marketplace street artisan;

Marketplace peddler;

Marketplace merchants; and

Persons or organizations who wish to set up a booth or stand for noncommercial purposes.

a. *Application for annual, seasonal or weekly certificates.* Every person desiring certification as a marketplace street artist, marketplace street artisan, marketplace peddler or marketplace seasonal peddler pursuant to this section shall file an application with the commission. Persons holding current annual certificates may reapply for such certificates during a two-week period before the application period for the general public begins. A person may hold two (2) annual marketplace peddler certificates in any one (1) year. All applications submitted shall contain the following:

1. The name and mailing address of the applicant and the name and mailing address of a person through whom the applicant may be reached.
2. Two (2) photographs of the applicant, taken within sixty (60) days immediately prior to the date of the filing of the application, which pictures shall be not less than two (2) inches by two (2) inches showing the head and shoulders of the applicant in a clear and distinguishing manner.
3. A statement as to whether or not the applicant has been convicted of any crime, misdemeanor or violation of any municipal ordinance, the nature of the offense and the punishment or penalty assessed therefor.
4. A statement as to the dimension, construction and appearance of applicant's stand or cart, and a photograph, blueprint, or drawing of such.
5. A statement as to which zone the applicant prefers.
6. Marketplace street artisan applicants shall also submit:

Commented [A34]: The clerk is able to grant licenses without Council approval; consider a similar administrative position within the marketplace structure to approve applications.

Commented [A35]: Annual renewal is June 1 for standard licensing. Recommend running the marketplace year consistent with general peddling cycle if practical.

Commented [A36]: Only one photograph is required for general peddling. Recommend updating this section or general peddling for consistency.

Commented [A37]: Consider removal as necessary to align with requirements for other license holders.

Commented [A38R37]: If this is to be kept for general peddling, recommend requiring for marketplace as well.

(i) A description of the art or craft items for which the applicant seeks certification.

(ii) A declaration that the art or craft items for which the street artisan seeks certification is of the street artisan's own creation, and that the street artisan is not employed by another person in the production of the art or craft items for which certification is sought.

6. Marketplace peddler applicants and marketplace seasonal peddler applicants shall also submit a description of the foods and/or drinks and/or goods the applicant proposes to sell.

7. Marketplace street artisans shall also submit a description of the arts and crafts items the applicant proposes to sell.

8. Marketplace street artist applicants shall also submit a description of the art or craft items the applicant proposes to produce for immediate sale.

9. A deposit equal to fifty dollars (\$50.00) for applicants for annual and seasonal certificates, and equal to not less than one-quarter the fee, if any, for applicants for weekly and twenty-four-hour certificates, which deposit shall be refundable only in the event either the commission finds the applicant unacceptable or there is no available peddling location in the marketplace.

b. *Application for twenty-four-hour certificates.* Persons desiring twenty-four-hour certificates to operate as a marketplace street artist, marketplace street artisan, marketplace food peddler or a marketplace street peddler pursuant to this section shall file an application with the commission, therein stating or submitting the following:

1. The name and mailing address of the applicant.
2. A statement as to the dimension, construction and appearance of applicant's stand or cart.
3. For marketplace street artisan applicants, a description of the art or craft items for which the applicant seeks certification.
4. For marketplace food peddler applicants, a description of the foods and/or drinks the applicant proposes to sell.
5. For marketplace street peddler applicants, a description of the merchandise the applicant proposes to sell.
6. For marketplace street artist applicants, a description of the art or craft items the applicant proposes to produce for immediate sale.

Commented [A39]: This fee is unique to the Marketplace. There may be good reason to charge a deposit due to the demand for spots; however, flagging it for review given that licenses outside of the Marketplace do not have this requirement.

Commented [A40]: Remove if approval is to be delegated to an administrative point.

Commented [A41]: Remove if approval is to be delegated to an administrative point.

c. *Marketplace merchants.* A marketplace merchant may receive a certificate to transact business on the public right-of-way in an area and for a maximum number of days which shall be determined by the commission on or before June thirtieth of each year for the ensuing fiscal year commencing July first. The fee, method of application, and design requirement for stands or carts shall also be determined annually by the commission.

d. *Booths or stands for noncommercial purposes.* Persons wishing to set up a booth or stand for noncommercial purposes pursuant to this section shall file an application with the commission, therein stating or submitting the following:

1. The name and mailing address of the applicant.
2. A description of the activity the applicant proposes to undertake.
3. A declaration that the applicant or specified designee will be present at the proposed activity for the duration of the permit period and will have the certificate available for inspection at all times during the permit period.

The applicant need not obtain liability insurance, however, as required pursuant to Section 23-15(c)(5) and (6), provided the applicant agrees in writing to hold and save the city harmless for any and all liability arising out of the activity undertaken by the applicant.

(4) *Approval of applications for annual, seasonal and weekly certificates.* Upon receipt of any application filed pursuant to this section, the marketplace district administrator shall immediately forward said application to the commission. The commission shall either approve or disapprove of each application submitted not more than thirty (30) days subsequent to receipt by the administrator of the application in question.

(5) *Issuance of annual, seasonal and weekly certificates.* If the commission finds the application to be satisfactory, the administrator shall issue a certificate, duly signed, and shall show therein that the person named has been approved and is entitled to engage in the display and/or sale of the specific merchandise set forth in said certificate in accordance with the provisions of this section, provided the applicant shall:

- a. Pay the appropriate certificate fee;
- b. Submit a photograph of the applicant's cart or stand, if not already filed, which photograph demonstrates the compliance by the cart or stand with any drawing earlier submitted;
- c. Submit proof that applicant maintains liability insurance for bodily injury and property damage in the amount of at least one hundred thousand dollars (\$100,000.00) for personal injury to or death of any one or more persons in any one accident, and for damages to

Commented [A42]: May need review by our insurance consultant.

Commented [A43]: Again flagging that this not required for general peddling – they can be approved by the clerk.

property in the amount of at least twenty-five thousand dollars (\$25,000.00) resulting from any one accident. Proof shall be in the form of a certificate from an insurance company authorized to do business in the state, which certificate shall contain the provision that such insurance shall be noncancellable except after ten (10) days' notice to the commission, and which names the city as coinsured.

d. File with the administrator an executed copy of the document entitled "Terms and Conditions of Marketplace Peddling.", which shall be annually reviewed and approved by the Commission.

(6) *Issuance of twenty-four-hour certificates.* Upon receipt of a satisfactorily completed application, the requisite fee, and proof of insurance as required for annual certificates, the administrator shall forthwith issue the appropriate twenty-four-hour certificate, as long as space is available, as provided under this section or the regulations adopted now or hereafter by the commission, and provided further that the applicant is not in violation of any applicable provision of this Code. The administrator shall notify the commission of all actions on twenty-four-hour certificates at the next regular or special meeting of the commission next following such action(s). Any denial of a twenty-four-hour certificate may be appealed by the applicant to the commission, provided such appeal is in writing and filed with the commission within three (3) working days of the denial. The commission shall hear such appeal at its next regular or special meeting and shall render its decision within fifteen (15) days thereafter.

(d) *Nonendorsement of commercial articles.* On each commercial certificate the following words shall appear:

"The issuance of this certificate does not constitute an endorsement by the City of Burlington or the Church Street Marketplace District Commission of any article sold pursuant to the terms of this certificate."

(e) *Transfer and display of certificate.*

(1) Except as specified in subparagraph (2) below, no certificate issued under the provisions of this section shall be used or worn at any time by any person other than the one to whom it was issued or that person's employee, as provided for under subsection (g) below. A certificate holder or his employee shall display the certificate at all times while that person is peddling or soliciting. Failure to do so shall be considered cause for revocation of such certificate. Such revocation shall not entitle the former certificate holder to any rebate on fees paid.

(2) All persons having valid current annual certificates shall be allowed by the commission to transfer such certificates to the new owner of the certificate holder's business upon a valid sale of the business. The new owner shall be allowed by the commission to operate the business at the same location as the previous certificate holder and under the same terms and conditions of marketplace peddling as enjoyed by the previous certificate holder.

(f) *Certificate period.*

Commented [A44]: Recommend these insurance limits also be reviewed.

Commented [A45]: There is currently no option for a 24 hour certificate for City licenses – Flagging as an issue to consider across all peddler license types: should these be available City wide; should the requirement be waived totally for City-sponsored events; if 24 hour certs are going to be available, should there be a background check requirement?

Commented [A46]: There are only annual monthly certificates available for general City peddling – could consider adding additional timeframes for those licenses or making licenses available on a pro-rata basis of the monthly fee.

(1) *Annual certificates.* Marketplace street artist, marketplace street artisan; marketplace food peddler and marketplace street peddler certificates shall be valid for a period of one year from the first day of the quarter next following the date of successful examination, provided that all appropriate fees are paid. Nonpayment of fees shall be cause for revocation. Payment shall be made before the first day on which certificate holder places his/her cart on the marketplace.

(2) *Seasonal certificates.* Seasonal certificates shall be valid for increments of not less than one month beginning on the following dates: May 15, June 15, July 15, August 15.

(3) *Weekly certificates.* Weekly certificates shall be valid for a period of seven (7) days ending at 11:59 p.m. on the seventh day specified on such certificate.

(4) *Twenty-four-hour certificates.* Twenty-four-hour certificates shall be valid for a period of twenty-four (24) hours ending at midnight of the day specified on such certificate by the administrator.

(5) *Conversion of certificate.* At the time of the enactment of this amended ordinance, any person who is currently holding an annual marketplace peddler certificate may be allowed by the commission to convert it to a seasonal marketplace peddler certificate with an appropriate proration of fees.

(g) *Employees.* A certificate holder may utilize the services of three (3) employees who shall otherwise meet the requirements provided for in Section 23-7(b) of this Code. The fee for each employee shall be five dollars (\$5.00) per three-month period.

(h) *Fees.*

(1) On or before June thirtieth of each year, the City Council board of aldermen, upon the recommendation of the commission, will set fees for marketplace peddling and soliciting for the ensuing fiscal year commencing July first. The City Council board of aldermen, upon recommendation of the commission may set different fees for each category of marketplace peddler.

(2) The commission may factor fees by zone.

(3) There shall be no proration of fees, unless otherwise provided for in this section or the rules and regulations now or hereafter promulgated by the commission.

(i) *Commission-issued carts and commission-provided storage areas.* Certificate holders may contract with the commission for use of commission-owned carts or storage space upon arrangements agreed to by the commission. Any fees charged shall be in addition to the certificate fee provided for herein.

Commented [A47]: Again City issued licenses are for June 1. Recommend considering whether it makes sense to standardize the licensing cycle or if there is some reason Marketplace is unique.

Commented [A48]: There are no fees for Employees for a City license. Recommend considering whether this should be placed in line with City licenses. Also noting that if a background check requirement is implemented for Marketplace licenses and for employees in the

Commented [A49]: If we are considering updating fees for City licenses, a similar procedure could be implemented where the licenses committee or other appropriate body makes this recommendation.

(j) *Peddling in the Wintergarden (the alley way at 60-64 Church Street extending from Church Street eastward to the municipal parking garage) and in the bus shelter at the northeast corner of Church and College Streets.* The commission may contract with peddlers to use space in the Wintergarden and/or in the bus shelter upon arrangements and the payment of fees deemed suitable by the commission.

(k) *Special festivals, exhibits, markets.* The commission may contract with persons or organizations to use portions of the Marketplace for festivals, exhibits, markets or the like upon arrangements and the payment of fees deemed suitable by the commission. The Commission may waive the requirements of this Section upon approval of the City Council for City-sponsored and/or sanctioned events, not to exceed one-week in duration, which has been approved for a Special Event Entertainment Permit by the City Council.

Commented [A50]: This provision for a waiver may address BCA events on the Marketplace.

(l) Certification suspension or revocation. As written.

* Material stricken out deleted.
** Material underlined added.

/hm/Ordinances 2024/Chapter 23, Peddlers and Solicitors
February__, 2024