



Board of Finance

Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall

Please click the link below to join the webinar:

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

1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 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 as follows: remove from the consent agenda item 3.9. and place it on the deliberative agenda as item 4.5. (per Mayor Weinberger per Councilor Barlow); add to the agenda item 6.0 Discussion Regarding 200 Church Street - CEDO (per CAO Schad per CEDO Director Pine)

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 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 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 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 (as amended) and take the actions indicated
Subject	3.2. February 20, 2024 Board of Finance Meeting Minutes, Draft
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve minutes
Subject	3.3. February 26, 2024 Board of Finance Meeting Minutes, Draft
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve minutes
Subject	3.4. CVOEO Fair Housing Month Sponsorship 2024 - REIB

Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Racial Equity, Inclusion, & Belonging (REIB)
Type	Action (Consent)
Recommended Action	to approve and authorize the Acting Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to issue a grant of City Empowerment Funds to CVOEO to support Fair Housing Month programming for a total authorized grant amount of \$1,000
Subject	3.5. Parking Facilities Fund FY'24 Budget Amendment for Credit Card Service Charges - DPW
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve, and recommend the City Council approve, the attached FY'24 Parking Facilities Fund budget amendment dated March 18, 2024
Subject	3.6. Authorization to Accept Grant Funds from the State of Vermont Historic Preservation program - BPRW
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve and authorize the acceptance of historic preservation grant funds in the amount of \$20,000 from the State of Vermont subject to a \$20,000 local match obligation; and, to authorize the Director of Parks Recreation and Waterfront to execute all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office and Chief Administrative Officer
Subject	3.7. Conservation Legacy Fund Discussion - Arms Parks Connection to Greenway - BPRW
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Parks, Recreation, & Waterfront

Type	Action (Consent)
Recommended Action	to recommend that City Council approve and authorize the use of the Conservation Legacy Fund, in the amount of \$101,975, towards improved access, connectivity and amenities in Arms Park from the Burlington Greenway through the newly acquired Elks Property
Subject	3.8. Champlain St Park Renovations, Contract Amendment - BPRW
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve and authorize the execution of a contract amendment in the additional amount of \$19,950.00 with Waterman Siteworks, LLC, for a contract value not to exceed \$183,794.00 for the Champlain Street Park Renovations Construction project, plus a contingency of \$15,481.09, for a total authorized expenditure not to exceed \$199,275.09; and, to authorize Cindi Wight, Director of Parks and Recreation, to execute the contract amendment and any related documents needed to carry out the project, subject to review by the City Attorney's Office
Subject	3.9. Request to execute a Lease Agreement with the Burlington School District for the use of the "South Hangar" as the new home of aviation-oriented education at the Burlington Technical Center - Airport **NOW AGENDA ITEM 4.5.**
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve and authorize the leasing of certain identified space, the so-called South Hangar building located at 200 Da Vinci Drive, at the Patrick Leahy Burlington International Airport to the Burlington School District, and to authorize the Mayor of Burlington to execute the lease agreement, subject to final review and approval by the City Attorney's Office
Subject	3.10. Contract for TylerTech FireCAD Cloud Migration - Fire/I&T
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Fire Department
Type	Action (Consent)

Recommended Action	to approve and recommend that the City Council authorize the Fire Chief and/or the Chief Innovation Officer to execute a three-year contract with TylerTech to provide cloud based FireCAD services for a total contract value not to exceed \$385,000 (including \$75,000 for implementation and system migration services and three years of an annual software and hosting cost of \$89,500), subject to review and approval by the City Attorney's Office
Subject	3.11. Contract for UKG Payroll and Human Resources Softwarer - HR/I&T
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Human Resources
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the Director of Human Resources and/or the Chief Innovation Officer to execute a three-year contract with UKG to provide payroll and human resources information technology services for a total contract value not to exceed \$550,000 (including \$38,000 for implementation and system migration services), subject to review and approval by the City Attorney's Office

4. Deliberative Agenda

Subject	4.1. CY24 Paving Contract - DPW
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	1. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds from the above-referenced funding sources, as further detailed in the attached CY24 paving project budget, as needed to a total of \$1,317,201.00 for the projected construction costs to complete the CY24 Paving project. 2. To approve and recommend the City Council authorize the Director of Public Works, or their designee, to execute a construction contract with Engineers Construction Inc. for the CY24 Paving project in the amount of \$1,027,573.00, with an additional \$289,628.00 in contingency funds, equaling a total authorized expenditure of \$1,317,201.00, subject to the final review and approval by the Office of the City Attorney.
Subject	4.2. Request to Execute a Contract and Property Use Agreement with Friends of the FRAME - CEDO
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)

Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to enter into a Property Use Agreement and a Contract with Friends of the FRAME for the purposes of ongoing collaboration, activation of the site and development of a Phase 2 capital strategy with a maximum limiting amount of \$105,000, both subject to final review and approval of the City Attorney's Office
Subject	4.3. Conservation Legacy Fund Request - Open Space Plan Re-Write - DPI
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Permitting & Inspections
Type	Action
Recommended Action	to approve and recommend that the City Council approve up to \$100,000 in Conservation Legacy Fund monies for a comprehensive rewrite of the Open Space Plan as recommended by the Conservation Board and Parks Commission
Subject	4.4. Request to Accept and execute a Federal Aviation Administration (FAA) Grant for design, construction manager at risk coordination and selection, pricing construction inspection and construction of the North Concourse Replacement Project "Project nextT" - Airport
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$34,000,000.00, with a 15% contingency, totaling up to \$39,100,000.00, as allowed under the grant, for design, construction manager at risk coordination and selection, pricing, construction inspection and construction of the North Concourse Replacement Project "Project NextT", subject to review and approval by the City Attorney's Office
Subject	4.5. Request to execute a Lease Agreement with the Burlington School district for the use of the "South Hangar" as the new home of aviation-oriented education at the Burlington Technical Center - Airport **WAS CONSENT AGENDA ITEM 3.9.**
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Airport

Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize the leasing of certain identified space, the so-called South Hangar building located at 200 Da Vinci Drive, at the Patrick Leahy Burlington International Airport to the Burlington School District, and to authorize the Mayor of Burlington to execute the lease agreement, subject to final review and approval by the City Attorney's Office
Subject	4.6. Authorization for a Budget Amendment for Emergency Phase of Sewer Siphon Break Response - DPW - Water Resources
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department - Water Resources
Type	Action
Recommended Action	1. To approve and recommend that the City Council approve a budget amendment totaling \$50,331.51 of expenses and revenues to the Wastewater Capital Fund 862 by increasing the accounts as described in Table 2 of this memo. 2. To approve and recommend that the City Council authorize the use of Fund 480 fund balance and approve an expense budget amendment of \$259,194.44 to the Wastewater Fund 480 by increasing the accounts described in Table 3 of this memo.
Subject	4.7. Contract Renewal For Continuing Engagement with Burlington Telecom - I&T
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Innovation & Technology
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Chief Innovation Officer to execute a five-year contract with Burlington Telecom to provide high-speed internet and phone services in an amount not to exceed a total contract value of \$4,000,000, subject to review and approval by the City Attorney's Office

5. Monthly budget to actuals report for General Fund - C/T

Subject	5.1. Monthly budget to actuals report for General Fund - C/T
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	5. Monthly budget to actuals report for General Fund - C/T
Department	Clerk/Treasurer's Office
Type	Discussion Information Presentation

6. Discussion Regarding 200 Church Street - CEDO

7. Adjournment

Subject	7.1. Motion to adjourn
Meeting	March 18, 2024 - Board of Finance Meeting - Monday, March 18, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	7. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

**BURLINGTON BOARD OF FINANCE
BUSHOR CONF. ROOM, FIRST FLOOR, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN NUMBER
BURLINGTON, VERMONT
MINUTES OF MEETING
DRAFT
February 20, 2024**

MEMBERS PRESENT:

Karen Paul (via Zoom)
Ali Dieng
Joe Magee (via Zoom)
Mark Barlow
Miro Weinberger (in person at 5:33 PM)

OTHERS PRESENT:

Katherine Schad
Jared Pellerin
Jordan Redell
Jeff Bartley
Nic Longo
Chapin Spencer
Jackie Esperti
Laura Wheelock
Alina Korsak

1.0 CALL TO ORDER and AGENDA

1.1 Motion to amend/adopt the agenda

Mayor Weinberger called the Board of Finance meeting to order at 5:33 PM.

MOTION by Councilor Barlow, SECOND by Councilor Dieng, to amend and adopt the agenda as follows:

- **Remove item 4.3 from the agenda.**

VOTING: unanimous; motion carries.

2.0 PUBLIC FORUM

2.1 Verbal Comments

Solveig Overby spoke about her concern regarding the Fiscal Year 2023 audit documents, noting that one of the recommendations from the previous year's audit was around improving the accounting around the CEDO capital project accounting, and that this was not noted in the current year's audit around that recommendation at all. She said that this is a glaring omission. She also noted other concerns, including the value-add of this type of audit, consistent findings related to general ledger monitoring, and the lack of capital fund budgets and actuals reports. She expressed concern about the City's financial monitoring, noting that solutions to date have included hiring consultants and more staff, with a lack of results. She further expressed grave concern about the lack of a cybersecurity response plan and disaster recovery plan, and the lack of concern on the part of the auditors around this. Chief Administrative Officer Schad replied that recommendations only continue to be listed each year if they continue to be problems, and the recommendation related to capital project accounting in CEDO has been resolved. She added that the purpose of this type of auditing is to ensure that the City is spending money where and how it has said it will spend it.

Caryn Long asked about the \$197,000 in TIF funding that was owed or not owed from the City to the State, and asked how she can get more information about this, since it seems contradictory. She also asked further questions about the TIF audit, and requested more information.

3.0 CONSENT AGENDA

3.1 Motion to adopt the consent agenda and take the actions indicated

3.2 February 5, 2024 Board of Finance Meeting Minutes, Draft – approve the minutes.

3.3 City Council Initiatives Fund Reimbursement Request: \$6,700.00 – approve and recommend that the City Council approve and authorize the Chief Administrative Officer to expend \$6,700.00 in Council Initiative Funds for reimbursement to City Councilor Ali Dieng for the events he orchestrated with the New American communities and the Vermont National Guard, as outlined in the attached memo.

3.4 2024 VTRANS Certificate of Highway Mileage – DPW – approve and recommend that the City Council accept the recorded mileage for the City of Burlington, with the Vermont Agency of Transportation in the 2024 Highway Mileage Certificate, and authorize Chapin Spencer, Director of Public Works, to execute the certificate on behalf of City Council.

3.5 Conservation Legacy Fund Grant Awards – DPI – approve and recommend that the City Council approve disbursement of \$152,060 in Conservation Legacy Fund monies via grant awards to Vermont Youth Conservation Corps (\$48,500), Vermont Garden Network (\$48,560), and Burlington Wildways (\$55,000) as recommended by the Conservation Board and Parks Commission.

3.6 Budget Amendment between Penny for Parks Projects – BPRW – approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$80,000 in funds between the Penny for Parks Projects (Calahan Park Court & Stormwater Design to Oakledge Park – Restrooms) as outlined on the Budget Amendment Request form.

3.7 CLG Grant Acceptance for "preserveBTV" Historic Preservation Plan – DPI – approve the City's CLG Coordinator to accept the \$28,000 grant award from the Vermont Division for Historic Preservation for the 2024 CLG project preserve BTV and to authorize execution of the grant agreement, subject to approval by the City Attorney.

MOTION by Councilor Magee, SECOND by City Council President Paul, to approve the consent agenda and take the actions indicated for items 3.1-3.7.

VOTING: unanimous; motion carries.

4.0 FOR APPROVAL AND RECOMMENDATION TO THE CITY COUNCIL

4.1 Request for Authorization to Sign a Janitorial Services Contract with Janitech Services, LLC – Airport

Director of Innovation Bartley noted that this is a contract for janitorial services at the airport, that there were two bidders, and that this vendor was selected as the successful bidder for the contract. He added that this vendor is also the current vendor of janitorial services for the airport.

Councilor Dieng asked about the difference in cost between last year and this year for these services, and Director Bartley replied that the difference is around \$14,000.

MOTION by Councilor Dieng, SECOND by Councilor Barlow, to approve and recommend that the City Council approve and authorize the Director of Aviation to execute a contract for janitorial services with Janitech Services, LLC in the amount of \$799,200.00 for the first year, \$823,175.00 for the second year, and \$282,625.00 for the final few months through June 2026, subject to the final review and approval by the office of the City Attorney.

VOTING: unanimous; motion carries.

4.2 Parking Management Sublease Agreement with Unified Parking Partners – DPW

Director Spencer noted that this is a multi-year (two years and eight months) agreement that is a public-private partnership to make current private parking accessible at City rates for a broad section of the day (6:00 AM to 3:00 AM), with the goal of providing additional off-street parking while the Main Street Great Streets project displaces other on-street parking.

Councilor Barlow asked what would happen if the utilization is less than the City anticipates, and Director Spencer replied that there is the ability after the first year of the agreement to reduce the number of parking spaces covered in this agreement if the utilization is less than anticipated.

Councilor Grant asked for clarification around how the City is paying for the parking spaces in this agreement, and Director Spencer replied that the City is leasing all 85 spaces at a rate of \$4.60 per day, with the City then being able to charge the public directly and recouping the revenue.

MOTION by Councilor Dieng, SECOND by Councilor Magee, to approve and recommend that the City Council authorize the Director of Public Works to execute Attachment A – Parking Management Sublease Agreement with Unified Parking Partners and Courthouse Plaza, in an amount not to exceed \$142,715 per year.

VOTING: unanimous; motion carries.

4.3 Waterfront Tax Increment Financing District Audit Items – State Follow-up – C/T

This item was removed from the agenda and there was no discussion.

4.4 Review of the FY23 Audit – C/T

Alina Korsak, the City's lead auditor, representing Marcum Associates began the presentation of the Fiscal Year 2023 audit results. Chief Administrative Officer Schad began by noting the reasons behind the annual audit. She said that these include validating that the City accurately accounts for and reflects the financial activities of the fiscal year, recognizing the trust that Burlingtonians put into their elected officials to be responsible custodians of tax dollars. She noted that there are also state requirements that municipalities account for monies

entrusted to them and that these monies are subject to audit. She further noted that audits such as this are important for public accountability, transparency, and the maintenance of the public's trust.

Ms. Korsak began by reviewing the prior year comments within the management letter, noting that they plan on including recommendations in a governance letter moving forward. Mayor Weinberger said that he has found the separate issuance of a management letter helpful, and asked for further clarification on the consolidation of recommendations into a governance letter. Ms. Korsak replied that the management letter is no longer required as the governance letter can include the contents of the management letter, but that they could still issue a separate management letter, if that is a request from the City.

Ms. Korsak spoke about prior year and current year management letter comments. She noted a prior year comment related to improving controls over journal entries and adhering to a formal closing schedule. She noted that in the last two years there were still significant entries being made 6 months after the year ended, hence continuing to recommend improving controls and adhering to a formal closing schedule. She said that this would ensure that any unanticipated variance would be identified sooner. She noted a prior year comment related to inconsistencies in the City's ordinance language and collective bargaining agreements related to pensions, recommending that the City address this by updating ordinance language. She noted that a new comment for this year's management letter pertains to considering improvements to information technology policies, given heightened cybersecurity incidents. She said that the City should formalize and codify its policies. Chief Administrative Officer Schad replied that regarding the first prior year comment, the City has been trying to recruit a finance director to help improve the controls over journal entries but has been unsuccessful, and that in the interim the City has begun issuing monthly reports and engaging a consultant to monitor and conduct analytical reviews of the general ledger on a regular basis as recommended. She noted that they will be working with the City Attorney's Office on updating the ordinance language related to pensions, and that Chief Innovation Officer Barker will be working to draft policies related to cybersecurity and make staffing improvements to bolster cybersecurity resources.

Councilor Dieng asked when the City will begin issuing key monthly financial reports, and Chief Administrative Officer Schad replied that department heads are reviewing them now, and that the first update should be ready for presentation at the next Board of Finance meeting. Councilor Dieng asked when the consultant started, and Chief Administrative Officer Schad replied that a consultant was hired last week.

Ms. Korsak then reviewed the General Fund's budget versus actual results. She noted that there was a variance in expenditure of \$5.1 million (under budget) and a variance in revenue of \$6.1 million (under budget), leading to a net variance (loss) of \$1 million. She then spoke about General Fund balance classification changes between 2022 and 2023, noting a total decrease across classifications (nonspendable, restricted, committed, and assigned) of \$2.5 million between 2022 and 2023. She noted that the unassigned fund balance in FY22 was \$8.6 million, and after adding in changes to other fund balances and subtracting the net change in fund balance, the unassigned fund balance in FY23 was \$6.5 million. She then spoke about the general fund's unassigned fund balance over time, both in absolute dollar amounts and as a percentage of total expenditures. She noted that the City's unassigned fund balance policy establishes a target of at least 5% of expenditures, and that this was exceeded for FY23, as the unassigned fund balance in that fiscal year was 8.1%. Mayor Weinberger noted that in Fiscal Year 2023, the Board of Finance decided to spend down the unassigned fund balance by \$2.5 million, which was intentional.

Councilor Dieng asked how the City can increase its unassigned fund balance in future years. Mayor Weinberger replied that the unassigned fund balance is a good metric of financial health for the City as well as a metric used for the City's credit rating. He said that meeting the unassigned fund balance level laid out in the City's policy (between 5% and 15%) is important, and said that from his perspective, anything above 5% is sufficient, though increasing it through the budgetary process is a possibility.

Mayor Weinberger said that the Council must take action on this item by February 26, given that the financial audit needs to be completed and accepted prior to Town Meeting Day. He said that he will work with City Council President Paul to have this on the agenda at that meeting, as well as give the Board of Finance the opportunity to discuss this further prior to the City Council meeting on February 26th.

Councilor Barlow asked for further detail about bolstering the City's cybersecurity. Chief Administrative Officer Schad said that she will further consult with Chief Innovation Officer Barker and follow up with Councilor Barlow.

5.0 ADJOURNMENT

5.1 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 6:30 PM.

RScty: AACoonradt

**BURLINGTON BOARD OF FINANCE
SPECIAL MEETING
BUSHOR CONF. ROOM, FIRST FLOOR, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN NUMBER
BURLINGTON, VERMONT
MINUTES OF MEETING
DRAFT
February 26, 2024**

MEMBERS PRESENT:	Karen Paul Joe Magee (at 5:05 PM) Mark Barlow Miro Weinberger
OTHERS PRESENT:	Katherine Schad Jared Pellerin Jordan Redell

1.0 CALL TO ORDER and AGENDA

1.1 Motion to amend/adopt the agenda
Mayor Weinberger called the Board of Finance meeting to order at 5:03 PM.

MOTION by City Council President Paul, SECOND by Councilor Barlow, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 PUBLIC FORUM

2.1 Verbal Comments

Solveig Overby said that she hopes the City will speak to the second recommendation from the previous year's management letter related to the fiscal audit and the steps taken based on that recommendation. She also expressed concern about the growth of the General Obligation Bond debt, noting that it has increased per resident by over 300% in the last ten years.

3.0 DELIBERATIVE AGENDA

3.1 Acceptance and Approval of the FY 2023 Audit – CAO and Mayor

Chief Administrative Officer Schad noted that Ms. Overby had asked last week about the FY22 fiscal year audit recommendation about improving CEDO's capital project accounting, which was not listed as a recommendation in the FY23 letter as it was resolved. Chief Administrative Officer Schad noted that based on that recommendation, the City worked with consulting firm CLA to centralize the City's

grants management, and built a process to ensure that every grant received by the City is reviewed and approved by the Board of Finance for increased oversight and monitoring.

MOTION by City Council President Paul, SECOND by Councilor Barlow, to recommend that the City Council approve the attached resolution.

DISCUSSION:

- **City Council President Paul noted that in 2008, the audit letter was around 45 pages long and included many repeated recommendations year over year. She said that the City has made great progress since 2008, and expressed appreciation that the City has incorporated her feedback into their responses to the recommendations, especially regarding closing journal entries in a timely fashion. She noted that there is not a requirement that resolved recommendations be included in future management letters. She also approved of the use of a consultant to resolve these recommendations, and commended the Chief Administrative Officer's efforts to respond to the audit recommendations.**

VOTING: unanimous; motion carries.

4.0 ADJOURNMENT

4.1 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 5:16 PM.

RScty: AACoonrad



MEMORANDUM

Date: March 18, 2024
To: Board of Finance

From: Kerin Durfee, Acting Director of Racial Equity, Inclusion, and Belonging
CC: Katherine Schad, Chief Administrative Officer

Re: CVOEO Fair Housing Month Sponsorship 2024

Request

The Office of Racial Equity, Inclusion, and Belonging (REIB) is seeking approval and authorization to execute a sponsorship agreement subject to review of the City Attorney's Office, granting City funds as follows: \$1,000 to Champlain Valley Office of Economic Opportunity (CVOEO) in support of Fair Housing Month events.

Background

The REIB Office seeks to continue sponsorship of CVOEO's Fair Housing Month. Aligned with a shared commitment to fostering equitable and inclusive communities, this sponsorship reinforces support for CVOEO's April initiatives commemorating the 1968 Fair Housing Act. This will involve educational programs, public discussions, virtual panels, and art events to raise awareness about housing discrimination in Vermont.

Funding for Project

CVOEO's grant from the REIB is \$1,000 and is included in REIB's FY24 Empowerment Fund GL.

Department Contact

If you have any questions, please contact Kerin Durfee, Acting Director of Racial Equity, Inclusion, and Belonging at kdurfee@burlingtonvt.gov.

Motions



The Office of Racial Equity, Inclusion, and Belonging requests the Board of Finance approve the following motions:

1. To approve and authorize the Acting Director of the Racial Equity Inclusion and Belonging Office and the Chief Administrative Officer to issue a grant of City Empowerment Funds to CVOEO to support Fair Housing Month programming for a total authorized grant amount of \$1,000.

Board of Finance and City Council Submission Checklist

Department: REIB Submitter: Kerin Durfee, Acting Director

Title/Subject: CVOEO Fair Housing Month Sponsorship 2024

Title/Subject: CVOEO Fair Housing Month Sponsorship 2024

Board of Finance and City Council Submission Checklist



City of Burlington
Department of Public Works

Technical Services Engineering Division
645 Pine Street, Suite A
Burlington, VT 05402
P 802-863-9094 / F 802-863-0466 / TTY 802-863-0450
www.burlingtonvt.gov/DPW

Memo

Date: March 11, 2024

To: City Council
Board of Finance

From: Jackie Esperti, Assistant Director, Parking and Traffic

CC: Chapin Spencer, Public Works Engineer
Phillip Peterson P.E., Public Works Engineer

Subject: Parking Facilities Fund FY'24 Budget Amendment for Credit Card Service Charges

Request

The Department of Public Works ("DPW") seeks approval and authorization from the Board of Finance and City Council to execute a FY'24 Parking Facilities Fund (Fund 265) Budget Amendment in the amount of \$128,000.00 to pay for credit card service charges. See Attachment-1.

Executive Summary:

As DPW works to modernize our parking services for the general public, we have been upgrading key systems that allow for additional services such as paying for monthly permits and outstanding parking tickets online. These services were improved with the implementation of a new parking management software system implemented in December 2022. During the initial stages of implementation, we were unsure of the level of credit card activity from customers. Given the convenience of paying for products online with the new software, credit card usage has been higher than projected. Consequently, our FY24 budget projections based on FY23 actuals have been insufficient to cover these expenses.

Additionally, overall credit card fees have risen, exacerbating the financial impact on the Parking Facilities Fund. We are actively collaborating with the CT office to explore alternative processors that offer more favorable rates. By leveraging a different processor, we aim to reduce some of these costs from 6% down to 3%, thereby reducing processing fees for the Fund in the future.

The requested increase in FY24 credit card fees is covered through a reduction of \$128,000 expenses in other line items. These line items include funds for contracted services such as snow removal, and debt service payments, all of which have been accounted for in other GLs.

The Parking Facilities Fund is struggling to recover from the pandemic as remote and hybrid work options have reduced the demand for monthly parking permits by approximately \$600,000 per year since 2019. DPW is working diligently to offer new products (Burlington High School permits, more monthly permit parking in Marketplace Garage, and an upcoming flexible pay-as-you-go product) that are expected to increase revenues. The parking management software gives us the flexibility to offer a broader range of products – which is why these additional credit card costs in the interim are palatable. Another key tool to further expand our range of parking products is implementing license plate reader technology – and we will be updating the Council's Transportation, Energy and Utilities Committee on this in the coming weeks.

Conclusion:

While we acknowledge the challenges posed by the additional credit card fees and bank charges, rest assured that we are proactively seeking solutions to mitigate these expenses. We appreciate your understanding and cooperation during this transitional period. The specific budget amendment request is on the attached spreadsheet.

Motions:

Board of Finance:

To approve, and recommend the City Council approve, the attached FY'24 Parking Facilities Fund budget amendment dated March 18, 2024.

City Council:

To approve the attached FY'24 Parking Facilities Fund budget amendment dated March 18, 2024.

Should you have any questions or concerns regarding this matter, please do not hesitate to reach out to me directly.

Attachments:

1. Budget amendment.

Board of Finance and City Council Submission ChecklistDepartment: Public Works Submitter: Jackie EspertiTitle/Subject: Budget Amendment, Budget 265 – Credit Card Fees

	Approval:	Meeting Date:
☐	Board of Finance	3/18/2024
☐	City Council	3/25/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	2/1/2024	Chapin Spencer Approved
Mayor's Office informed and approved memo	Yes	3/11/2024	Jordan Approved
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	3/7/2024	Erik Ramakrishnan Approved
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/7/2024	Erik Ramakrishnan Approved
CAO has reviewed budget, financing, and memo	Yes	3/8/2024	Katherine Schad Approved
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



MEMO

Date: March 18, 2024
To: Board of Finance
From: Cindi Wight, Director, Department of Parks, Recreation & Waterfront,
Kim Bleakley, Central Facilities Manager
Re: Authorization to Accept Grant Funds from the State of Vermont Historic Preservation program

I. Purpose

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization to accept \$20,000 in grant funds from the State of Vermont. We will use the grant to restore some of the historic windows at Fire Station 1. The City will use \$20,000 of bond funds as a match.

II. Background

Fire Station Number 1, also known as Central Fire Station, has served the city since 1926. It is the busiest firehouse in the city and the State of Vermont. Due to deferred maintenance, we need to have window restoration work to keep the station safe and climate-controlled.

While Fire Station 1 is included in the Gateway block discussions and might cause hesitation about improvements, fixing the windows now will benefit the current employees by providing a better climate-controlled space and helping protect the building from water damage.

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and authorize the acceptance of historic preservation grant funds in the amount of \$20,000 from the State of Vermont subject to a \$20,000 local match obligation; and, to authorize the Director of Parks Recreation and Waterfront to execute all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office and Chief Administrative Officer.

Attachments:

1. Historic Preservation notice of award



Attachment 1
Notice of Award

Email received on December 29, 2023



State of Vermont

Commerce and

Division for Historic Preservation

Development

Deane C. Davis Building, 6th Floor

One National Life Drive, Montpelier, VT 05620-0501

www.accd.vermont.gov/strong_communities/preservation/

Agency of

Community

Dear Cindi Wight:

Congratulations! I am very pleased to inform you that the Vermont Advisory Council on Historic Preservation and the Vermont Division for Historic Preservation (VDHP) have awarded State Historic Preservation Grant Funds in an amount up to \$20,000 to partially fund the historic preservation project referenced above and described in the grant application submitted for funding for this project.

Thirty-eight applications were submitted to VDHP, requesting \$622,556 in matching funds. The selection process is always very competitive because we receive many more applications than we can fund. Nineteen grants were awarded this year.

To accept this award of grant funding, you will need to fill out and return:

- *A 2024 Award Conditions and Acknowledgement Form,*
- *A Certificate of Insurance that demonstrates your organization has insurance in the types and amounts required as listed in the State Historic Preservation Grants 2024 Grant Administration Manual, and*
- *A completed and signed w-9 Form with your organization's tax ID number.*

You must return these materials to caitlin.corkins@vermont.gov by February 2, 2024.

Please keep in mind that the submission of the requested materials may not completely satisfy the Award Conditions as outlined in the *2024 Award Conditions and Acknowledgement Form* as staff may have further questions upon their review. Once the applicable Award Conditions are fulfilled, VDHP will prepare a formal Grant Agreement contract for your signature and the State's signature. **You cannot start any**



work on the grant-funded project until the Grant Agreement is signed by both you and the State. You will have until **December 31, 2025**, to complete your Project.

Please be advised, failure to meet the timeframes set forth in the attached *2024 Grants Administration Manual* may result in your required appearance before the Vermont Advisory Council on Historic Preservation to explain the reasons why and/or in the forfeiture of the use of these funds.

If you have any questions about the information in this award letter, or at any time while undertaking your project, please do not hesitate to contact me. I will be your contact at VDHP for this grant and can be reached by phone at 802-828-3047 or by email at caitlin.corkins@vermont.gov.

Again, congratulations on the award! The Division for Historic Preservation looks forward to working with you to enhance Vermont's architectural heritage, and we commend you on your commitment to your historic building.

Sincerely,

VERMONT DIVISION FOR HISTORIC PRESERVATION

A handwritten signature in blue ink, appearing to read 'Caitlin Corkins'.

Caitlin Corkins | Tax Credits and Grants Coordinator
Vermont Agency of Commerce and Community Development
1 National Life Dr, Davis Bldg, 6th Floor | Montpelier, VT 05620-0501
802-828-3047
accd.vermont.gov

Board of Finance and City Council Submission Checklist

Department: Parks, Recreation and Waterfront Submitter: Cindi Wight

Title/Subject: Historic Preservation Grant_Fire Station 1

	Approval:	Meeting Date:
☒	Board of Finance	3/18/2024
☒	City Council	3/25/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	2/28/2024	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	3/13/2024	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	2/29/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	3/11/24	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



MEMO

Date: March 11, 2024
To: Board of Finance & City Council
From: Cindi Wight, BPRW Director and Dan Cahill, City Land Steward
RE: Conservation Legacy Fund Discussion - Arms Park Connection to Greenway

PURPOSE

We respectfully request approval to use \$101,975 of Conservation Legacy Funds to support the recent acquisition of the Elks parcel.

BACKGROUND

In the fall of 2022, the Burlington City Council authorized the acceptance of 11.16 acres of zoned Recreation, Conservation and Open Space forested and meadowland from the Elks - added to Arms Park (one of our Urban Wilds). For many years, this parcel has been a highly prioritized and desired conservation property for the City. Not only does this land have significant forest and meadow communities, but it also provides access from the Burlington Greenway to Arms Park. The acquisition was made possible by a generous donation by Irene and Rosaire Longe.

Arms Park is one of three parcels that comprise the area known as Arms Forest, which is managed under one management plan. The property owners include the Episcopal Diocese, Burlington Public Schools (BHS) and the City of Burlington (Arms Park). From 2017 through 2019, the Conservation Legacy Fund supported acquiring two conservation easements on Episcopal Diocese property, ensuring public access to the parcels, and providing the funds to bring the properties up to a standard for public use. One of the project's goals during that time was the acquisition of the Elks' parcel. Due to the generosity of Irene and Rosaire Longe, the Elks agreed to the donation in 2022.

Now that the land has been accepted, the work begins to bring the property up to a standard for safe and inclusive site access. BPRW gained the support of the Conservation Board, on March 5, and the Parks Commission, on March 12, to use the Conservation Legacy Fund for two specific baseline improvements at Arms Park to make it a welcoming and open Urban Wild.



- **Build an accessible entrance off of the Burlington Greenway**— For years, informal access from the Greenway to Arms Forest through the Elks parcel has been at a steep grade with uneven tread. The proposed site improvement would support Arms Forest in becoming a natural area in Burlington built to accessible standards and, through design, welcome the public into an Urban Wild, similar to how the improved entrance to Rock Point changed the perception of the open and public access to the property.
- **Provide Trailhead Amenities to the most used Entrance to Arms Forest**— Support the installation of a trailhead information kiosk with signage interpreting the property's natural features and history and a map welcoming land use in desired areas.

Funding Request Balance Sheet

Expenses		
EXPENSE DETAIL	AMOUNT	NOTES
In-kind donation of property	\$150,000.00	
Accessible connection from the Burlington Greenway	\$71,000.00	
Kiosk with signage	\$20,000.00	
Feasibility and Design Work	\$1,500.00	
Project Contingency (15%)	\$14,475.00	
Total	\$256,975.00	
Revenue		
SOURCE	AMOUNT	NOTES
Private Funding	\$150,000.00	
Conservation Legacy Fund	\$101,975	39.7% of total project costs
Total	\$256,975.00	

Legacy Fund Request Amount: \$101,975

Impact to Conservation Legacy Fund

- The balance of the Conservation Legacy Fund at the start of the fiscal year was \$981,446, with two outstanding commitments making \$899,784 available. The account will increase by



\$188,480 with FY24 funds. This request of \$101,975 makes up 11% of the fund's available balance on 7/1/2023 and 9% when adding the FY24 funds.

Board of Finance Motion:

To recommend that City Council approve and authorize the use of the Conservation Legacy Fund, in the amount of \$101,975, towards improved access, connectivity and amenities in Arms Park from the Burlington Greenway through the newly acquired Elks Property.

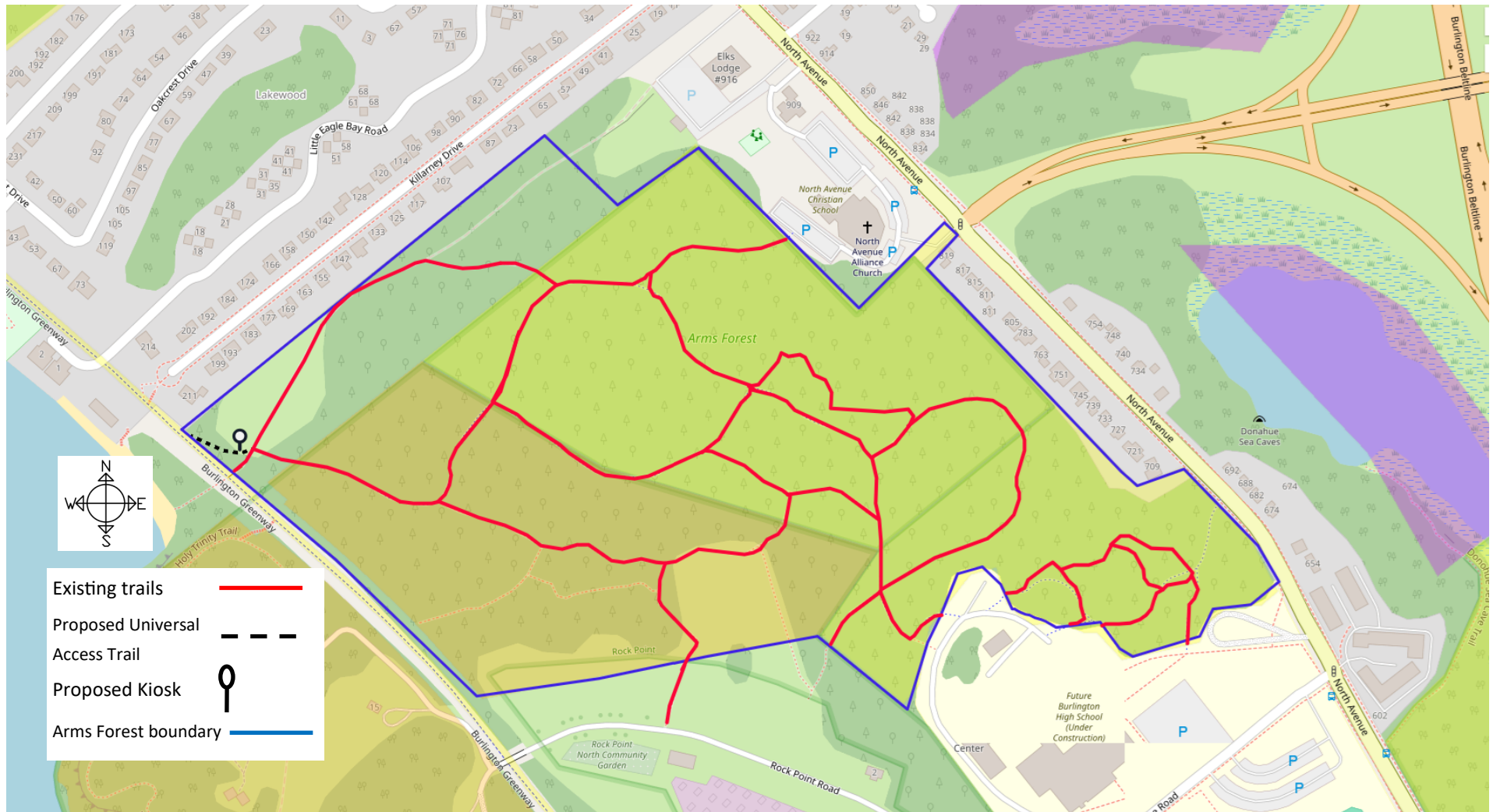
City Council Motion:

To take the following actions with respect to the Department of Parks and Recreation:

To approve and authorize City Council the use of the Conservation Legacy Fund, in the amount of \$101,975, towards improved access, connectivity and amenities in Arms Park from the Burlington Greenway through the newly acquired Elks Property.

Proposed Universal Access Trail and Kiosk

Arms Forest



Board of Finance and City Council Submission Checklist

Department: Parks, Recreation and Waterfront Submitter: Deryk Roach

Title/Subject: Conservation Legacy Fund – Greenway Access to Arms Forest

	Approval:	Meeting Date:
☒	Board of Finance	3/18/2024
☒	City Council	3/25/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/9/2024	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	3/12/2024	Click or tap here to enter text.
Board/Commission, if required	Yes	3/12/2024	Conservation Board (3/4/24) and Parks Commission (3/12/24)
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	3/12/2024	Hayley Clenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/12/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	3/12/2024	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

MEMO

Date: March 18, 2024

To: Board of Finance and City Council

From: Max Madalinski, Associate Parks Project Manager; Department of Parks, Recreation & Waterfront

Cc: Cindi Wight, Director; Sophie Sauvé, Parks Comprehensive Planner

Re: Champlain St Park Renovations, Contract Amendment

I. Purpose

The Department of Parks, Recreation & Waterfront (BPRW) seeks approval and authorization to amend its contract agreement with Waterman Siteworks by an additional \$19,950.00 for a maximum limiting amount of \$183,794.00 for the renovation of Champlain Street Park, plus a construction contingency of \$15,481.09 for a total cost of \$199,275.09.

II. Project Background

As part of the Request for Proposals (RFP), BPRW specified that there would be one round of review and alterations to the playground design to be included in the project. In advance of a meeting with the contractor, BPRW staff consulted with members of Oakledge for All and Burlington's Advisory Committee on Accessibility to review the playground designs and equipment from the initial proposal and receive recommendations on ways to make the design more universally accessible. Proposed alterations from that meeting included removing a structure that included stairs, incorporating a colored loop into the rubber surfacing (children who are not ready or do not want to use the play equipment can wander on the loop, integrated into the playground), including additional at-grade play panels, and inclusion of a sensory-friendly spinner called a "cozy-cocoon," from the vendor's catalog.

BPRW staff then conveyed these requested alterations to the contractor, who updated the design and revised the total cost for the playground. The addition of the track to the play surfacing results in an increase of \$11,375.00 and the changes to the equipment result in an increase of \$8,575.00. As the total increase is above the previously approved contingency for the project, BPRW is requesting to execute a contract amendment to account for the cost increase and to allow for additional contingency in case any unforeseen issues arise during construction. As the total increase is above the previously approved contingency for the project, BPRW is requesting to execute a contract amendment to account for the cost increase and to allow for additional contingency in case any unforeseen issues arise during construction.

III. PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project is coming from a donation from the King Street Neighborhood Revitalization Corporation (KSNRC), a T-Mobile Hometown Grant, Park Impact Fees, Penny for Parks, and City Capital Bond Funds approved for park accessible surfacing projects during the FY24 budget season. Please see the distribution of funding in the budget table below:



Champlain St. Park Renovations Budget			
Budget Sources	Previously Approved	Request	Revised Total
Park Impact Fees (FY20)	\$49,177.75		
Penny for Parks (FY20)	\$11,554		
Donation (KSNRC)	\$25,000		
Capital Bond – Accessible Surfacing (Approved in FY24)	\$48,000	\$11,375.00	\$59,375
Grant (T-Mobile Hometown)	\$50,000		
General Fund – Assigned Fund Balance – Playground Maintenance		\$4,168.34	
Total Revenues	\$183,731.75	\$15,543.34	\$199,275.09
Expenditures			
Site Work and Demolition	\$73,650		
Poured in Place (PIP) Rubber Playground Surfacing	\$47,725	\$11,375.00	\$59,100
Playground Replacement	\$42,469	\$8,575.00	\$51,044
<i>Construction Contract Total (Waterman Siteworks)</i>	<i>\$163,844</i>		<i>\$183,794.00</i>
Contingency (on above items)	\$19,887.75	(\$4,406.66)	\$15,481.09
Project Total	\$183,731.75	\$15,543.34	\$199,275.09

As the increase in cost associated with the changes is higher than the requested funding sources, we are proposing to use \$4,406.66 of the previously approved contingency to cover the balance. The remaining \$15,481.09 of contingency funding above is intended to cover any unanticipated costs that may come up during construction.

IV. SCHEDULE

The updated project schedule is as follows:

- 3/18/2024: Board of Finance and Council Budget Amendment Request
- Spring 2024: Construction begins
- June 2024: Construction Substantially Complete

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

1. To approve and recommend that the City Council approve and authorize the execution of a contract amendment in the additional amount of \$19,950.00 with Waterman Siteworks, LLC, for a contract value not to exceed \$183,794.00 for the Champlain Street Park Renovations



Construction project, plus a contingency of \$15,481.09, for a total authorized expenditure not to exceed \$199,275.09; and, to authorize Cindi Wight, Director of Parks and Recreation, to execute the contract amendment and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

City Council Motion:

1. To approve and authorize the execution of a contract amendment in the additional amount of \$19,950.00 with Waterman Siteworks, LLC, for a contract value not to exceed \$183,794.00 for the Champlain Street Park Renovations Construction project, plus a contingency of \$15,481.09, for a total authorized expenditure not to exceed \$199,275.09; and, to authorize Cindi Wight, Director of Parks and Recreation, to execute the contract amendment and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

Board of Finance and City Council Submission ChecklistDepartment: Parks & Recreation Submitter: Max MadalinskiTitle/Subject: Champlain St. Park Renovations

	Approval:	Meeting Date:
☒	Board of Finance	3/18/2024
☒	City Council	3/25/2024
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/11/2024	Cindi Wight
Mayor's Office informed and approved memo	Yes	3/14/2024	Jordan Redell
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	3/12/2024	Hayley McClenahan; final review will take place before signing
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/12/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	No	3/13/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	
Contract Attached, if applicable?	No	Full Attorney's office review to take place before signing
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Included in memo
If for submission to Council, are sponsors identified?	No	Click or tap here to enter text.

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

From: Nicolas Longo, C.M, Director of Aviation

Date: March 13, 2024

Subject: Request to execute a Lease Agreement with the Burlington School District for the use of the "South Hangar" as the new home of aviation-oriented education at the Burlington Technical Center.

REQUEST

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks approval and authorization to lease the so-called South Hangar building located at 200 Da Vinci Drive to the Burlington School District (BSD) to become the new home of the Burlington Technical Center Aviation and Aerospace Technology Satellite Facility.

EXECUTIVE SUMMARY

BACKGROUND.

BSD has been a tenant at BTV since 2000, occupying 32,000 sq. ft. of space, rent-free, in the Alert Hangar buildings for the provision of aviation-oriented education. In 2023, BSD received a ±\$10,000,000 federal grant to develop a larger and more modern facility for aviation education to meet current and future program needs. BSD was the only qualifying respondent to a 2023 RFP published by BTV for the lease of the South Hangar, and BTV desires to lease the South Hangar to BSD to support the aviation community and to support BSD's effort to provide enhanced educational opportunities to the next generation of aviation technicians in airframe and powerplant, avionics, and maintenance, repair, and overhaul. BSD would invest ±\$11,500,000 in capital upgrades to the South Hangar to support its use, and has nearly completed its design of the new space. BTV has obtained FAA approval for BSD's proposed use of the South Hangar as an educational facility.

The basic terms of the Ground Lease Agreement are as follows:

LEASE TERM. The lease term would be 40 years commencing upon the earlier of (i) the receipt of a Certificate of Occupancy from the City of South Burlington or (ii) September 1, 2025.

RENT. In recognition of the value of the capital upgrades to the South Hangar to be made by BSD, BSD will be entitled to a ±\$11,500,000 rent credit over the 40-year lease term (the final amount of the rent credit will depend on the final scope of work). In addition, BSD will pay cash rent to BTV in accordance with a schedule attached to the lease, with the first cash rent payment made in the third year of the term. The combined value of the rent credit and the cash rent payments is equal to fair market rent charged to other tenants at the Airport.

CAPITAL RESERVE. BSD will fund and maintain a capital reserve to ensure that the leasehold improvements are maintained in good condition throughout the lease term. If BTV desires for the leasehold improvements to be demolished at the expiration of the lease term, the capital reserve can be used to fund the demolition.

LEASEHOLD IMPROVEMENTS. The City will have the right to review and approve project plans and specifications and to inspect the work during construction. At the expiration of the lease term, title to the leasehold improvements will automatically transfer to the City.

ATTACHMENTS

- A. Lease Agreement with the Burlington School District.
- B. Schematic Site Plan.
- C. Schematic Building Plan.
- D. Rent Schedule.

MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council approve and authorize the leasing of certain identified space, the so-called South Hangar building located at 200 Da Vinci Drive, at the Patrick Leahy Burlington International Airport to the Burlington School District, and to authorize the Mayor of Burlington to execute the lease agreement, subject to final review and approval by the City Attorney's Office."

City Council:

1. "To approve and authorize the leasing of certain identified space, the so-called South Hangar building located at 200 Da Vinci Drive, at the Patrick Leahy Burlington International Airport to the Burlington School District, and to authorize the Mayor of the City of Burlington to execute the lease agreement, subject to final review and approval by the City Attorney's Office."

LEASE AGREEMENT – SOUTH HANGAR

This Lease Agreement (“Agreement” or “Lease”) is dated _____, 2024 (the “Effective Date”) and is made by and between **Burlington School District**, a Vermont school district located in Chittenden County, Vermont (the “Tenant”) and the **City of Burlington**, a Vermont municipal corporation located in Chittenden County, Vermont (the “Landlord”) acting by and through Burlington International Airport.

Recitals

A. Landlord owns the real property (the “Property”) operated as the Burlington International Airport (the “Airport”) in South Burlington, Vermont, which is more particularly shown on the overall Airport property plan attached as **Exhibit A** attached hereto. Among the improvements on the Property is an existing hangar building measuring ±34,000 sq. ft. (the “Building”) depicted on the schematic building plan attached as **Exhibit B** hereto which is located on a portion of the Property as depicted on **Exhibit C** attached hereto (the “Schematic Site Plan”).

B. Landlord published a Request For Proposal dated February 15, 2023 (the “RFP”) with respect to the lease or purchase of the Building, and Tenant, the only party who timely responded to the RFP with a proposal to lease and improve the Building, responded to the RFP with a proposal dated April 6, 2023 (the “BSD Proposal”, a copy of which is attached hereto as **Exhibit D**), to lease the Building for a term of 40 years and to invest approximately \$12,000,000 to fit-up and improve the Building with a facility to provide aviation-oriented education programming to students of the Burlington Technical Center including, without limitation, the storage of aircraft (the “Project”).

In consideration of the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereby agree as follows:

Section 1. Premises; Retained Rights; Condition.

(a) Premises. Landlord does hereby demise, let, rent and lease unto Tenant, and Tenant hereby hires and rents from Landlord, the interior of the Building together with (i) the exclusive right to use approximately 12 parking spaces to be constructed immediately adjacent to the Building, and to use in common with others approximately 68 parking spaces (28 of which are net new spaces) to be constructed as part of the Project and located westerly of the Building as depicted on the Schematic Site Plan, and (ii) the nonexclusive right to access the Building from Williston Road, including over DaVinci Drive and Valley Road (the “Premises”). The grant of the right to use parking spaces on the Property creates a limited use license and not a bailment; Tenant and its students, employees, agents and invitees assume all risk and responsibility for damage to all vehicles and any personal property contained in them in connection with any use of the parking areas, and Landlord is not responsible for any damage to vehicles or property contained in vehicles, unless caused by the negligence or intentional misconduct of Landlord or its agents. In addition, Tenant shall have the nonexclusive right, in common with Landlord and other users and tenants of the Airport, to access and use the apron adjacent to the Premises and connecting to the Airport’s broader airfield consistent with applicable regulations of the Federal Aviation Administration (“FAA”).

(b) Landlord shall have the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting or permitting or causing to be erected any building or other structure which, in the sole opinion of Landlord, would limit the usefulness of the Airport or constitute a hazard to aircraft.

(c) In the event that proper, planned, and orderly development of the Airport shall require that Landlord devote any part of the Premises to a different use than that contemplated by this Lease, Landlord shall have the right—upon not less than one year advance written notice to Tenant and without cost or expense to Tenant—to relocate all or part of the Premises. Said relocated premises shall be of no less area, as conveniently located as is reasonable considering all demands for space at the Airport and shall be replacement premises of the same or substantially similar quality as those premises vacated. All of Tenant’s fixed improvements shall, without cost or expense to Tenant, be relocated or replaced on said relocated premises. All terms and conditions of this Lease, except the description of the Premises, shall apply to said relocated premises.

(d) Retained Rights. Landlord retains the non-exclusive right to maintain, repair or replace all existing utility lines crossing, on or under the Premises that provide service to the property owned by Landlord adjoining the Premises, provided (i) Landlord shall provide advance written notice to Tenant of Landlord’s intention to undertake such work, except in the event of an emergency wherein such advance notice cannot reasonably be given, (ii) Landlord shall exercise its retained rights hereunder in a manner that does not unreasonably interfere with the operation of the Premises, and (iii) any damage or disturbance to the Premises caused by or resulting from the exercise of the Landlord’s retained rights hereunder shall be repaired or restored at Landlord’s sole cost and expense promptly following, and to a condition equal to or better than that existing prior to, such damage or disturbance. In addition, if and to the extent Landlord reasonably determines to require rights on, over, under, upon, across, or through the Premises for Landlord to operate the Airport, including rights of ingress and egress to adjoining lands of Landlord, Tenant will reasonably cooperate with Landlord to provide the same, provided that in all events Tenant’s refusal to provide such rights will not be considered unreasonable if the use of such rights by Landlord would unreasonably interfere with Tenant’s operation of the Premises or the Project.

(e) Condition of Premises. Tenant acknowledges that it has completed such investigations, testing, analysis and due diligence of and with respect to the Premises and Landlord’s title as Tenant has determined to be necessary for Tenant’s intended use thereof. Except as expressly provided in this Agreement, Tenant accepts the Premises and such title “as is” and “where is” without any representations, warranties or assurances by Landlord as to the condition of the same or its suitability for any particular purpose. Landlord expressly disclaims any and all representations and warranties with respect to the suitability of the Premises for Tenant’s intended use or for any other use except as expressly provided in this Agreement.

Section 2. Commencement Date; Term; Termination

(a) This Lease is effective upon full execution, however, Landlord and Tenant agree that the term of this Agreement (“Term”) shall commence upon the first to occur of (i) the receipt of a Certificate of Occupancy from the City of South Burlington or (ii) September 1, 2025 (the “Commencement Date”) and expire at 11:59 p.m. local time on the day prior to the fortieth (40th) anniversary of the Commencement Date (the “Fixed Expiration Date”), subject to earlier termination in accordance with the terms set forth in this Agreement. For additional clarity, the Term of the Lease shall be for a period of thirty-nine and 364/365^{ths} years.

(b) On the expiration date or earlier termination of the Term, Tenant shall: (a) immediately vacate the Premises and surrender the same to Landlord, and remove all of its personal property, equipment and trade fixtures from the Premises and the Property and leave the Premises broom clean; (b) repair all damage to the Premises and the fixtures and personal property of Landlord located on the Premises caused by Tenant’s removal of its personal property, equipment and trade fixtures; and abandon all improvements, alterations and modifications made by Tenant to the Premises prior to the date of termination (e.g., lighting fixtures, plumbing fixtures, interior walls), whereupon all such improvements,

alterations and modifications shall be and become, without further action on the part of Tenant, the property of Landlord, free and clear of all claims by Tenant and any person claiming by, through or under Tenant. Each party's indemnities and/or covenants set forth under Section 15, Section 19 and Section 37 shall survive the termination or expiration of this Lease.

Section 3. **Use of Premises.**

(a) **Use.** Except as otherwise provided in this Lease, Tenant shall use the Premises for the construction and operation of a facility to provide a Part 147 Certified Aircraft Maintenance Technical School and related aviation-oriented education programming to students of the Burlington Technical Center (BTC) including, without limitation, to store aircraft, and for no other purposes without Landlord's prior written consent (subject to Section 41). The use of the Premises is subject to review and approval of the FAA, and such approval has been received for those uses identified in the BSD Proposal; with respect to the scope of the FAA's approval, to the extent of any inconsistencies between the BSD Proposal and this Agreement, the terms of the BSD Proposal shall control. Tenant's use and operation of the Premises shall be performed in compliance with the requirements of this Agreement. Tenant shall, at its expense, obtain and maintain all federal, state and municipal permits and approvals necessary for Tenant to use the Premises for such purposes, and shall be required to comply with all conditions of such permits and approvals that relate to its ongoing use and operation of the Premises. Tenant will operate the Premises and Tenant's business in a manner consistent with the character and quality of the Property. Tenant shall keep the area in and around the Premises in a neat, clean and safe condition. Tenant shall have 24-hour access to the Premises seven days a week; provided, however, that in occupying the Premises, Tenant shall not operate its business so as to overburden or exceed the capacity of the utility services installed to serve the Building. In all instances, the Premises shall only be used in conformance with all duly adopted federal, state, and municipal ordinances and regulations applicable to the Premises from time to time ("**Applicable Laws**"). Tenant covenants and agrees not to make any illegal use of the Premises and not to cause waste to the Premises or to the Property.

(b) **Design, Permitting and Construction Contract.** Landlord's and Tenant's obligations with respect to the design, permitting and contracting for construction of the Project are set forth below in this Section 3(b).

- (i) **Permits.** Tenant shall compile the necessary information and diligently file complete applications for all federal, state and municipal permits, approvals and consents necessary to develop and construct the Project and to use the Premises for the purposes permitted herein ("**Permits**") and shall thereafter use good faith efforts to pursue the Permits at Tenant's sole cost and expense. Tenant shall deliver to Landlord in advance of filing copies of any and all applications for any Permits (with respect to which the term "**applications**" includes all materials delivered therewith or in support thereof) for the Landlord's prior approval (subject to Section 41). Landlord shall cooperate with Tenant in Tenant's efforts to obtain the Permits, including by promptly executing and returning to Tenant all applications therefor prepared by Tenant at its expense, subject to the Landlord's review and approval rights as provided above. Tenant shall use good faith efforts to keep the Landlord apprised of the status of its efforts to obtain the Permits and the status of any related appeal being prosecuted or defended by Tenant. In particular, Tenant shall keep Landlord reasonably apprised of any proposed Permit conditions that would affect the Property outside of the Premises, and Landlord shall have the right, in Landlord's sole but reasonable discretion, to reject (or to require Tenant not to accept) any such conditions that would materially adversely affect the Property outside of the Premises.

- (ii) Approval of Project Design, Plans, and Specifications. Tenant acknowledges that Landlord has entered into a design contract with McFarland Johnson to provide design services for the Project through the completion of design documentation sufficient for purposes of submitting permit applications (i.e., 50% design documentation plans comprised of 100% Civil and Electrical design documents), which are expected to be delivered on or about February 1, 2024. Tenant agrees to engage and contract with reputable civil engineering firm and other design professionals, all of whom must be approved by Landlord before they are engaged with such approval not to be unreasonably withheld, conditioned or delayed, to complete the design documentation through the completion of construction documents, at its expense. Tenant shall provide to Landlord for Landlord's review (at Landlord's sole cost and expense) and prior written approval (subject to Section 41) all design, plans, and specifications to be included in the Construction Contract (defined below) for the Project including with respect to its physical layout, pedestrian and vehicular traffic circulation and impacts, parking requirements, security features, exterior building appearance, durability of construction materials, durability of structural design, durability of construction finishes, grading and utilities, stormwater improvements, exterior lighting and landscaping (the "Plans and Specifications"). The parties will seek satisfaction of this requirement with respect to the permit-level Plans and Specifications during the period when Tenant is preparing applications for Permits, and the parties will seek satisfaction of this requirement with respect to other Permits and with respect to the construction-level Plans and Specifications prior to Tenant entering into the Construction Contract.
- (iii) Construction Contract. Tenant shall use good faith efforts to negotiate and enter into a construction contract with a reputable contractor (the "Contractor") for the construction of the Project on terms and with a guaranteed maximum price or stipulated sum (the "GMP") acceptable to Tenant in its sole and absolute discretion (the "Construction Contract"). Any subcontracts that are required to be bonded under the Construction Contract, as may be determined by Tenant in its sole and absolute discretion, shall also name Landlord as a dual obligee. The Construction Contract shall require the Contractor to construct the Project for the GMP and the Construction Contract shall include a guaranteed completion date not longer than eleven (11) months after commencement (subject to force majeure events as defined in the Construction Contract).
- (iv) Tenant represents and warrants to Landlord that it has received a United States Department of Commerce grant award of \$9,900,000 to pay for a portion of the design and construction of the Project, and Tenant covenants and agrees to invest the full value of such grant award in the Project upon obtaining the Permits and executing the Construction Contract. If the GMP amount exceeds the amount of available grant proceeds, then prior to commencing construction Tenant shall provide Landlord with evidence, to Landlord's reasonable satisfaction, of Tenant's financial wherewithal to meet its obligations under a construction contract for the Project. Tenant agrees that at the time it enters into the Construction Contract, its financial wherewithal shall have not changed in a way material to Tenant's obligations thereunder.
- (v) Tenant shall use good faith efforts to commence construction of the Project on or

before September 1, 2024 and to complete construction of the Project on or before August 1, 2025. If Tenant shall not have commenced construction of the Project by September 1, 2025 then Landlord shall have the right to terminate this Lease, provided that if Tenant shall have demonstrated to Landlord that it has made significant progress towards commencing construction, then Landlord shall act reasonably and in good faith to extend the construction commencement deadline beyond September 1, 2025.

Section 4. **Construction Period.**

(a) **Construction Period.** The period during which the Project will be constructed is referred to herein as the “Construction Period”. Tenant shall construct the Project during the Construction Period, at its sole cost and expense, in accordance with the Permits and in accordance with the Plans and Specifications for the Project that the Landlord has reviewed and approved under and in accordance with Section 3(b) of this Agreement.

(b) **Approved Plans and Specifications.** No material deviations from the approved Plans and Specifications may be made without the written prior approval of the Landlord (subject to Section 41). Tenant shall notify the Landlord in writing of any such proposed material changes in the Plans and Specifications and such changes must have the prior written approval of the Landlord (subject to Section 41) before they may be implemented.

(c) **Construction Inspection.** During the Construction Period, Landlord’s representative(s) shall have the right to attend jobsite meetings for the purpose of observing the progress of the work. Nothing herein contained shall be construed as an obligation upon the Landlord to inspect the work. If Landlord reasonably determines that construction is not proceeding in substantial and material accordance with the approved Permits and/or applicable FAA requirements, and the Landlord gives prompt notice to Tenant of the particular substantial and material deviation, deficiency, error or omission, the parties shall promptly meet to address reasonable concerns raised in such notice in order to ensure compliance with the applicable Permits (i.e., the applicable plan, specification or permit condition) and/or FAA requirement. The Landlord shall not communicate directly with Tenant’s Contractor or any of its subcontractors or material suppliers without an authorized representative of Tenant being present.

(d) **Professional Certifications.** Tenant shall obtain the services of a Vermont licensed engineer and architect, reasonably acceptable to the Landlord, to perform quality control observations, inspections, and testing for the Tenant and to properly document and certify that the completed Project conforms with the approved Plans and Specifications. Tenant shall direct its engineers, architects and other licensed professionals to provide the Landlord with all third-party inspection reports related to the Project at the same time as they are submitted to Tenant or Tenant’s representatives or agents. If the Landlord determines it necessary to hire its own third-party inspector(s), it will be at the Landlord’s expense and the Landlord’s inspector(s) will be allowed to perform testing and take samples as they reasonably deem necessary or desirable.

(e) **Construction Completion Deliverables.** Upon completion of construction, Tenant shall provide Landlord with the following: (i) a certification from Tenant’s architect that the Project has been constructed in material accordance with the approved Plans and Specifications and with the Permits and approvals issued therefor; (ii) a certification from Tenant’s professional engineer that all grading and utilities, including electrical, communications, natural gas, stormwater, water and sewer, necessary for the Project shall have been completed in material accordance with the approved Plans and Specifications and with the Permits and approvals issued therefor; (iii) evidence reasonably satisfactory to Landlord that all approvals, certificates of occupancy and filings necessary for the Project’s legal use and occupancy shall

have been issued by the regulatory authorities with jurisdiction over the Project; (iv) documentation evidencing that all contractors have been paid in full for the Project in accordance with the Construction Contract and that no claims for payment are outstanding; (v) as-built drawings in AutoCAD and PDF formats for the completed Project; and (vi) all additional documentation prepared by Tenant's engineer and architect with respect to the Project including notes, photographs, reports, quality control testing reports, change orders, and submittals, provided in an electronic format specified by Landlord. Landlord reserves the right to conduct a final inspection of the Project within five (5) business days after Landlord's receipt of the foregoing deliverables to ensure that the Project has been constructed in material accordance with the requirements of this Agreement. If, upon inspection, Landlord determines that there is any substantial and material construction deviation to the approved Permits and/or any applicable FAA requirement not previously approved by Landlord, Landlord shall provide written notice thereof to Tenant within three (3) business days of the inspection identifying such deviation and Tenant and Landlord shall review such deviation and reasonably cooperate to determine the appropriate remedy, if a remedy is required.

(f) Insurance During Construction Period. Throughout the Construction Period, Tenant and/or Tenant's Contractor shall each obtain and maintain the types of insurance required under Section 15 of this Agreement.

Section 5. **Rent; Rent Credit; Airport Landing Fees.**

(a) Base Rent. Commencing on the Commencement Date, Tenant shall pay "Base Rent" to Landlord at the address specified in Section 5(d) or at such other location as Landlord may hereafter designate in writing in the amount of in accordance with the rent schedule attached as **Exhibit E** hereto. As illustrated on Exhibit E, Base Rent shall increase on July 1 of each year during the Term by 3% over the Base Rent payable during the prior year.

(b) Rent Credit. Landlord acknowledges that Tenant's construction of the Project will confer a benefit to Landlord, and the parties have agreed that the value of that benefit will be approximately \$11,500,000.00. In consideration of Tenant's construction of the Project, upon Landlord's acceptance of the Project in accordance with Section 4(e) of this Agreement, Tenant shall be entitled to a credit against payment of Base Rent in the amount of Tenant's documented actual costs of the Project (the Rent Credit). Exhibit E illustrates the amount of Base Rent to be paid to Landlord each year and the amount of the Rent Credit to be applied each year assuming that the Rent Credit will be exactly \$11,500,00.00, provided that the annual Base Rent payment amounts illustrated on Exhibit E shall be paid in equally monthly installments throughout each year (for example, the \$51,772.00 to be paid during the third lease year shall be paid in monthly installments of \$4,314.33 each). If the Rent Credit is not exactly \$11,500,00.00, then the parties shall execute an amendment to this Lease to replace Exhibit E hereto with an updated rent schedule that accurately reflects the amount of the Rent Credit, provided that in no event shall the Rent Credit exceed \$13,000,000.00.

(c) Additional Rent; Rent Defined. In addition, for each lease year Tenant agrees to pay all sums of money or charges of whatsoever nature required to be paid under any provisions of this Agreement by Tenant to Landlord ("Additional Rent"), whether or not the same are designated as additional rent, on the next Base Rent payment date following written notification of such sums or charges in the same manner as Base Rent, provided that if such notification is given fewer than fifteen (15) days prior to the next installment of Base Rent coming due, then such amount of Additional Rent shall be due on the second next Base Rent payment date following such notification. Base Rent and any Additional Rent or other sums or charges are collectively referred to herein as "Rent." It is understood and agreed that the Rent to be paid to Landlord by Tenant hereunder shall be absolutely net to Landlord, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be paid by Tenant

directly to the party invoicing the same or in the form of Additional Rent, and this Agreement shall be interpreted and construed to that effect.

(d) Rent Payment. Except as otherwise specifically provided in this Agreement, all Base Rent shall be paid in monthly installments in advance, without demand or setoff, on the first (1st) day of each month throughout the Term and Base Rent for any period of less than a full month shall be prorated on a per diem basis. Except as otherwise expressly provided in this Agreement, any and all Rent and other sums payable under this Agreement shall be paid without notice, demand, counterclaim, set off, deduction, or defense and without abatement, suspension, diminution, or reduction, and the obligations and liabilities of Tenant under this Agreement shall in no way be released, discharged or otherwise affected by reason of any occurrence whatsoever. Payment shall be made at the office of the Director of Aviation, Burlington International Airport, 1200 Airport Drive #1, South Burlington, Vermont 05403 or electronically by ACH transaction or similar means to the bank account directed by Landlord. Any Rent which has not been paid when due shall incur interest at the rate of 1.5% per month and, in addition, Tenant covenants and agrees to pay to Landlord a late charge equal to five percent (5%) of each payment of Rent or other amount due hereunder which is not received by Landlord within ten (10) days after the same is due.

(e) Utilities and Services. Tenant shall, at its sole cost and expense, cause to be furnished and shall pay for all utilities and services necessary or desirable for Tenant's use of the Premises, including water, sewer, gas, electricity, communications, stormwater, and trash and recycling pick-up and disposal. Tenant covenants to pay the charges for all such utilities and services prior to delinquency and to keep the Premises free and clear of any lien or encumbrance of any kind whatsoever constituting a charge against the Premises arising from the nonpayment or a delinquency in payment for said utilities or services. No trash is allowed to be stored outside unless it is in an approved trash container located in an approved area. If Tenant fails to comply with the requirements of this provision, then Landlord reserves the right to fulfill Tenant's obligations and all costs incurred by Landlord in connection therewith shall immediately be paid by Tenant to Landlord as Additional Rent.

(f) Aircraft Landing Fees; Other Fees. In addition to Rent due hereunder, Tenant shall pay the following fees as generally applied to Airport users and as generally applied to the applicable type of aircraft:

- (i) Aircraft Landing. On or before the 10th day of each month, Tenant shall provide the Airport's Director of Aviation with a listing of its Aircraft Landings during for the preceding month. "Aircraft Landing" means any aircraft being utilized at the Airport by or on behalf of Tenant in carrying out the business which is authorized by this Agreement (including but not limited to aircraft owned or leased by Tenant, aircraft providing services to Tenant pursuant to contract whether oral or written, and aircraft being parked in or on the Premises).
- (ii) Landing Fees. Tenant shall pay Landlord Airport Landing fees at the rate established by Landlord in its sole discretion and applicable to other aircraft landing at the Airport at that same time. Landlord shall issue an initial Airport Landing fee on the Effective Date and provide Tenant written notice seven (7) days in advance if the Airport Landing Fee is changed by Landlord. Tenant shall pay Landlord the then-applicable Aircraft Landing fees on or before the last day of each month based upon the number of Aircraft Landings properly attributable to Tenant during the preceding month. Such payments shall be paid at the office of the Airport's Director of Aviation without billing.
- (iii) Late Payment of Landing Fees. If Tenant fails to promptly pay due Airport

Landing fees on or before their due date, they shall be considered past due and shall incur interest at a rate of 1.5% per month.

- (iv) Records. Tenant shall keep and maintain a complete and accurate set of records of all the Aircraft Landings for the use of Landlord and payment of fees required under this Agreement for three (3) years. Tenant shall make such records available for inspection and copying by Landlord at any and all reasonable hours and times. Landlord shall have the right, at its expense and on reasonable notice, from time to time, but in no event more than once in any 12-month period, to audit the records and other data of the Tenant relating to the provisions and requirements hereof, provided such inspection is made during regular business hours. If Tenant is found to have under-reported Aircraft Landings by five percent or more, then Tenant shall pay the full cost of the audit.
- (v) Other Fees. Tenant shall direct all entities obligated to pay any transient aircraft landing, tie down, parking, and seat charges directly to Landlord or the fixed base operator for Landlord.

(g) Security Deposit. Tenant is not required to pay a security deposit to Landlord.

Section 6. **Project; Alterations; Capital Reserve Account.**

(a) Modifications. During the Term and following completion of construction of the Project, Tenant shall not modify or alter the structural design or exterior appearance of the Building or any related site improvements in a manner that diminishes their quality without prior written approval of Landlord (subject to Section 41) to ensure the Project's compatibility with the functionality of the Airport, provided that structural modifications required from time to time to support ongoing needs of Tenant shall not require Landlord approval.

(b) Except as hereinafter expressly provided, Tenant shall not make or permit to be made any alterations, additions, changes or improvements in or to the Premises or any part thereof without first obtaining the written consent of Landlord thereto, which consent Landlord agrees not to unreasonably withhold, condition or delay, provided Tenant has fully complied with each and every term, covenant and condition in this Lease and, with respect to such alterations, additions, changes or improvements, has provided Landlord with such liability insurance policies and/or surety bonds as Landlord may reasonably request. Before requesting Landlord's consent, Tenant shall submit to Landlord detailed plans and specifications of such proposed alterations, changes, additions or improvements. Landlord shall be entitled to withhold its consent to any such alterations, additions, changes, or improvements, until such time as Tenant provides Landlord with reasonable evidence of the approval of such alterations, additions, changes or improvements by any and all municipal, state, federal or other governmental or other authorities, offices and departments now existing or hereafter created having jurisdiction over the Premises, and of the Vermont Department of Public Safety, Division of Fire Safety or other like body, which approvals Tenant shall obtain at its own cost and expense. Landlord, its architect, agents and employees, shall, upon reasonable notice, have the right to enter upon the Premises in a reasonable manner and at all reasonable times during the course of any such alterations, additions, changes or improvements for the purpose of inspection and of determining whether such work conforms to the approved plans and specifications and with the agreements herein contained. Any and all alterations, additions, improvements and changes made by Tenant at any time and all governmental approvals therefor shall immediately be and become the property of Landlord without any payment therefor by Landlord; provided, however, that it is expressly understood and agreed that any trade fixtures or other fixtures added by Tenant (other than those which are required by the terms of this Lease to be provided by

Tenant as a result of its obligation to repair or replace property furnished by Landlord) shall remain the property of Tenant and may be removed by Tenant, at Tenant's expense, upon the expiration or earlier termination of this Lease, provided that any damage caused thereby is immediately repaired by Tenant. Tenant, at its own cost and expense, will cause any and all mechanics' liens and perfections of the same which may be filed against the Premises to be paid and satisfied of record within thirty (30) days after Landlord shall send to Tenant written notice by registered mail of the filing of any notice thereof against the Premises or the Landlord, for or claiming to be for labor or materials alleged to be furnished or to be charged by or for Tenant at the Premises, or will bond such mechanics' liens and use its best efforts to have such liens discharged by an order of a court of competent jurisdiction within said thirty (30) day period. Any alterations, improvements or other work once begun must be prosecuted with reasonable diligence to completion, must be paid for by Tenant in full, free and clear of liens or encumbrances against the Premises or the Property and must be performed in all respects in accordance with all applicable laws, regulations, ordinances and codes and in a good and workmanlike manner.

(c) Capital Reserve Account. Within thirty (30) days of the Commencement Date, Tenant shall establish a joint reserve account for the repair, replacement or demolition of the Project ("Capital Reserve Account") in accordance with the following:

- (i) The Capital Reserve Account shall be in the name of Tenant and the Landlord. The parties acknowledge and agree that during any period when a Leasehold Mortgage is in effect the Leasehold Mortgagee is likely to require that it maintain and control the funds maintained in the Capital Reserve Account, and Landlord will agree to authorize the Leasehold Mortgagee to maintain and control the funds maintained in the Capital Reserve Account so long as such funds are used solely for capital replacements and improvements and not used to pay debt service (principal or interest), lender fees or expenses, or to pay any other cost, fee or expense.
- (ii) The Capital Reserve Account shall be funded monthly consistent with the parameters set forth on **Schedule 6(c)** and based on a capital reserve study performed by a mutually acceptable consultant to Tenant, or otherwise in accordance with prudent long term maintenance practices applicable to structures and infrastructure similar to the Project as approved by Landlord (subject to Section 41). Such funds, including interest earned, from this Capital Reserve Account are to be used for major maintenance, repair, and replacement activities and not for minor or ongoing maintenance items. Tenant shall inform the Landlord in advance of its intent to expend funds from the Capital Reserve Account and the purpose of the expenditure, and all expenditures shall be subject to Landlord's prior review and approval (subject to Section 41). Balances in the Capital Reserve Account shall be reviewed periodically by Tenant and the Landlord to ascertain whether monthly funding levels are appropriate. Tenant shall provide Landlord with annual account statements reflecting the balances in the Capital Reserve Account no later than June 1 of each year. At the expiration or earlier termination of this Agreement, funds remaining in the Capital Reserve Account shall be used to perform whatever repairs are then necessary to preserve the Project in good quality, habitable condition, and any excess funds remaining thereafter in the Capital Reserve Account shall become the property of Landlord. If funds from the Capital Reserve Account are used in connection with the repair or restoration of the Project following casualty damage in accordance with Section 16, then after substantial completion of such repair or restoration Tenant shall engage a consultant to perform a new life cycle analysis of the Project, and

Tenant shall thereafter fund the Capital Reserve Account monthly in accordance with such life cycle analysis, including any requirements in such analysis to bring the current funding to a particular level.

Section 7. **Taxes and Other Expenses.**

(a) **Taxes.** Tenant is responsible for payment of all transfer taxes associated with this Agreement, if any, and shall pay all income taxes, sales and use taxes, and any other taxes imposed on Tenant in connection with or by reason of its lease of the Premises and its ownership and operation of the Project. In addition, Tenant shall, from and after the Commencement Date and thereafter during the Term, pay and discharge punctually, as and when the same shall become due and payable as Additional Rent, all real estate taxes or ad valorem taxes as assessed by any government then entitled to do so, special and general assessments and other governmental impositions and charges, extraordinary as well as ordinary, including any state, regional or local taxes, fees or payments that may be imposed in lieu of such real estate or ad valorem taxes or assessments (collectively hereinafter referred to as “Taxes”), and each and every installment thereof which shall or may during the Term be charged, levied, laid, assessed, imposed, become due and payable, or a lien upon, or for, or with respect to, the Premises or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, county and municipal governments and of all other governmental authorities whatsoever (all of which shall also be included in the term “Taxes” as heretofore defined). Landlord shall timely deliver to Tenant an invoice detailing Tenant’s share of Taxes, calculated with reference to the assessed value of the land and improvements that comprise the Premises as determined by the City of South Burlington or any additional or successor taxing authority.

(b) **Time For Payment.** Tenant shall be deemed to have complied with the covenants of this Section 7 if payment of such Taxes shall have been made either within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest or before the same shall become delinquent, and Tenant shall produce and exhibit to Landlord satisfactory evidence of such payment as and when so requested by Landlord.

(c) **Right To Contest.** Tenant or its designee shall have the right to contest or review all Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and, if necessary, in the name of and with the cooperation of Landlord and Landlord shall execute all documents reasonably necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenant shall promptly bond off or otherwise cause the removal of any lien which is placed on the Premises as a result of or arising out of such dispute and Tenant shall promptly pay all Taxes prior to commencement of any foreclosure, tax sale or other forfeiture proceeding, the result of which would be loss of title to the Premises to the taxing authority. The legal proceedings referred to in this Subsection 7(c) shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. If there is any reduction, cancellation or discharge, Tenant shall pay the amount finally levied or assessed against the Premises or adjudicated to be due and payable on any such contested Taxes.

(d) **Refunds.** Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Agreement, such refund or rebate shall belong to Tenant. Landlord will, upon the written request of Tenant, sign such receipts as may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord.

(e) **Remedies for Nonpayment.** If Tenant shall fail, refuse or neglect to make any of the

payments required by this Section, then Landlord, at its option, may pay the same or any portion thereof, and the amount or amounts so paid, including reasonable attorneys' fees and expenses incurred by Landlord in connection therewith, shall be repaid by Tenant to Landlord within ten (10) days after written demand by Landlord, and the amount thereof shall be treated as Additional Rent.

Section 8. **Maintenance, Repair, Replacements.**

(a) Landlord shall be responsible for maintaining, repairing and replacing the exterior and structural components of the Building, and for maintaining in a reasonable state of repair the parking lot and grounds of the Property outside the Building subsequent to the construction of those improvements by Tenant. Landlord shall be responsible for maintaining, repairing and replacing the plumbing lines located outside of the Building and serving the Premises and the main electrical service and incoming feeder to the Building, provided that Tenant shall be responsible for all repairs or replacements to the extent that the need for any repairs or replacements are caused by the negligent acts or omissions of Tenant, its employees, invitees, agents or contractors. In the case of repairs or replacements that are covered by Landlord's insurance and are necessary due to the negligent acts or omissions of Tenant, its employees, invitees, agents or contractors, if Landlord makes a claim against its insurance policy to pay for such repairs or replacements Tenant shall pay the deductible therefor.

(b) Tenant shall be responsible for all maintenance, repairs and replacements that are not the Landlord's obligation under Section 8(a) including, without limitation, the maintenance, repairs and replacements of the interior portions of the Premises, including without limitation all non-load-bearing walls and non-structural elements, including all floors, ceilings, doors, windows, and glass, and shall perform all maintenance and repairs as may be reasonably required to place, keep and maintain the same in good order and state of repair. Tenant shall also be responsible to maintain, repair and replace all lightbulbs, ballasts and light fixtures within the Premises at its expense. The Tenant shall, at its own expense, keep and maintain the Premises and every part thereof, in good order and repair and in a clean and sanitary condition at all times. Tenant shall remove, store and dispose of all trash and litter in a manner that does not attract pests to the Property and does not pollute the soil at or storm water runoff from the Property. Tenant agrees to maintain a minimum temperature of at least 55 degrees Fahrenheit within the Premises at all times to ensure that the mechanical and building systems servicing the Premises are functioning properly. Tenant covenants and agrees to be responsible for any and all repairs caused by Tenant's failure to properly maintain the temperature in the Premises. Landlord will have the right to cause its agents to inspect the Premises in a reasonable manner, upon reasonable notice, and at all reasonable times to assure that Tenant is complying with its duties to repair, replace and maintain hereunder. Any defect or deficiency noted as a result of such inspection shall be reported to Tenant and, provided such defect or deficiency is Tenant's responsibility as specified herein, unless the same is corrected and remedied forthwith by Tenant, Landlord shall have the right to correct and remedy the same, at Tenant's expense, and the costs of doing so shall immediately be paid by Tenant to Landlord, as additional rent.

Section 9. **Requirements of Governmental Authorities.**

(a) **Compliance.** During the Term, Tenant shall, at its own cost and expense, promptly observe and comply with all present or future, foreseen or unforeseen, laws, ordinances, requirements, orders, directives, rules and regulations duly adopted by applicable federal, state, county, and municipal governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force at the Effective Date or may in the future be passed, enacted or directed giving full effect to all vesting or "grandfathering" provisions. Tenant shall further so comply with each and every duly adopted rule, order and requirement of any applicable federal, state, municipal, legislative, executive, judicial or other governmental body, commissioner or officer or of any

bureau or department thereof, whether now existing or hereafter created, having jurisdiction over the Premises or any part thereof, or properly exercising any power relative thereto or to the owners, tenants or occupants thereof including compliance with all regulations and permits for the Project giving full effect to all vesting or “grandfathering” provisions. Tenant shall maintain the Project and the Premises, and otherwise operate the Project and the Premises, in conformity with all municipal, state and federal land use permits and approvals governing the Project or the Premises at any time giving full effect to all vesting or “grandfathering” provisions.

(b) Minimum Standards for Commercial Aeronautical Activities. Tenant’s right of access to the Property for aircraft shall be subject to all applicable federal, state and local laws, ordinances and regulations, as well as all Airport standards, rules and policies including Minimum Standards for Commercial Aeronautical Activities now in effect or hereinafter duly adopted or promulgated and consistently applied by the Airport.

(c) FAA and TSA. This Agreement is subject and subordinate to FAA regulations duly adopted and consistently applied governing the use of Airport including those regulations imposed by reason of the Landlord’s acceptance of federal funds relative to the operation or maintenance of the Airport, the transfer of federal rights, funds or property to Landlord for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport. In addition, this Agreement may be amended without further consideration (except as provided below) if and to the extent required by the FAA or Transportation Safety Administration (“TSA”) or their respective successor agencies as a condition precedent to Landlord’s receipt of federal rights, funds or property for Airport purposes, or precedent to the expenditure of federal funds for the improvement or development of the Airport. If the FAA requires modifications or changes to this Agreement as a condition precedent to Landlord’s receipt or retention of funds for the improvement of the Airport, Tenant agrees to execute and deliver to Landlord an amendment to this Agreement (prepared by Landlord) that effects such modifications or changes as may be required to enable the Landlord to obtain or retain such funds or funding. If any such amendment as described in this Section 9(c) modifies the terms and conditions of this Agreement in a manner that causes the Tenant to directly incur costs, expenses or fees that materially modify the financial bargain embodied by this Agreement or otherwise materially adversely affects Tenant’s use of the Premises or other rights under this Agreement, then the parties shall use good faith efforts to cooperatively seek to obtain exemptions or exclusions from the FAA or TSA requirements in an effort to eliminate or minimize the costs or expenses or other material adverse effects arising from the amendment sought to be imposed and, if such exemptions or exclusions are not forthcoming, to modify the terms of this Agreement in order to eliminate, minimize or otherwise fairly account for such costs or expenses or other material adverse effects. Without limiting the foregoing, the Tenant agrees that it is subject to the terms and provisions of the required federal provisions included on **Exhibit F** attached hereto, with the understanding that the Tenant is the “Contractor” identified therein.

(d) Livable Wage Ordinance. Tenant shall construct and operate the Project and the Premises in accordance with the requirements of the City of Burlington Livable Wage Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance on an annual basis (due by April 1st of each year) if requested by Landlord.

(e) Union Deterrence Ordinance. Tenant shall construct and operate the Project and the Premises in accordance with the requirements of the City of Burlington Union Deterrence Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance if requested by Landlord.

(f) Non-Outsourcing Ordinance. Tenant shall construct and operate the Project and the

Premises in accordance with the requirements of the City of Burlington Outsourcing Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance if requested by Landlord.

(g) No Discrimination. Tenant, for itself and its personal representatives, successors and assigns, as part of the consideration hereof, does hereby covenant and agree that (i) no person on the grounds of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, genetic information or other protected classification shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Tenant's facilities pursuant to its operations hereunder; (ii) in the furnishing of services at the Project and the Premises, no person on the grounds of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, genetic information or other protected classification shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination; (iii) Tenant shall ensure compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60); (iv) Tenant shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 C.F.R. § 21 through Appendix C, and Regulations under 23 C.F.R. § 710.405(b); (v) Tenant shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable; and (vi) all subcontracts shall include reference to the above.

(h) Public Records Act. Any and all records submitted to Landlord, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of Landlord. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or sections that are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

(i) Right to Contest. Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant, without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in this Section 9 and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding. Notwithstanding the foregoing, Tenant shall promptly bond off or otherwise cause the removal of any lien which is placed on the Premises as a result of or arising out of such dispute, provided that in no event shall Tenant be permitted or authorized to maintain any such contest if doing so has or would have an adverse effect on the Airport as determined by Landlord in its discretion.

(j) Aircraft Parking. Tenant shall abide by all Airport rules concerning parking of aircraft. Tenant shall not park or allow any contract carrier to park an aircraft or leave or allow the same to be left standing on a public landing area, public ramp and apron area, public cargo ramp and apron area, public aircraft parking and storage area, or operational area, except as such places as may be prescribed or permitted by the Airport's Director of Aviation. Tenant further covenants and agrees to move or cause to be moved such aircraft from the place where it is parked or stored to any other place as designated and directed by the Airport's Director of Aviation. At no time will Tenant occupy or enter any portion of

existing or future Air Carrier Apron as defined by TSA and FAA regulations.

(k) **Security.** Tenant shall secure the Premises with construction fencing prior to performing any work on the Premises during the Construction Period and shall maintain the safety and security of the Premises during the Term of this Agreement. Tenant shall observe and comply with any and all present and future security regulations and procedures and operational procedures promulgated from time to time by or at the direction of the Landlord for the administration of the Airport, including but not limited to training and Secure Identification Area (“**SIDA”**) Badging requirements. Tenant shall create a security policy covering the Premises that will include, but not be limited to, security procedures, configurations, infrastructure and equipment, provision of emergency alerts and notices to Landlord, reporting guidelines, maintenance of security footage and records, staffing of security personnel, and training of personnel. Tenant shall be responsible for following this policy. The Landlord shall review the proposed security policy and any subsequent revisions and, at the Landlord’s sole but reasonable discretion, may either approve or require changes. Tenant shall, at its sole cost and expense, install, maintain and replace as necessary all equipment necessary for SIDA compliance, including but not limited to badge readers, locks, alarms, doors and cameras. Any alterations to existing security configurations, SIDA boundaries, infrastructure, and equipment will require the Landlord’s prior written consent (subject to Section 41). Landlord shall reasonably cooperate with Tenant to minimize interference with Tenant’s business operations, including the installation of SIDA equipment in additional locations as is reasonably determined by Tenant to promote efficient circulation within the Premises.

Section 10. **Covenant Against Liens.** If during the Term, including during the Construction Period, any mechanic’s lien or other lien shall be filed against the Premises or any portion of the Property because of any work performed upon the Premises by or at the expense of Tenant, or any failure of Tenant to pay Taxes in accordance with this Agreement, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within twenty (20) days after the recording thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys’ fees, resulting therefrom. If Tenant fails to timely discharge any such lien by payment or bond, Landlord may (but shall not be obliged to) pay the amount of such lien, or discharge the same by bonding, and the amount so paid shall be deemed to be Additional Rent.

Section 11. **Access to Premises.** During the Term, Landlord or Landlord’s agents shall have the right to inspect the Project and the Premises at reasonable times upon reasonable advance notice to Tenant, given no more than twice in any consecutive 12 month period (except in the event of an emergency).

Section 12. **Assignment and Subletting.** Without the prior written consent of Landlord, Tenant shall not assign, by operation of law or otherwise, or sublet the whole or any part of the Premises, and any transfer, assignment or subletting without the prior written consent of Landlord as provided above shall be void *ab initio*. Landlord’s consent to a transfer, assignment or subletting, or to any use or occupancy by a party other than Tenant, shall not invalidate or constitute a waiver of this provision, and each subsequent transfer or assignment, and each subsequent use and occupancy by a party other than Tenant shall likewise be made only with the prior written consent of Landlord.

Section 13. **Leasehold Mortgage.**

(a) Tenant shall have the right to mortgage or pledge its interest in this Lease (a “**Leasehold Mortgage”**) to one or more mortgagees (a “**Leasehold Mortgagee”**) at any time and from time to time. The term “Leasehold Mortgage” as used in this Agreement shall include a mortgage, a deed of trust, a deed to secure debt and any other conveyance or agreement for security purposes, which may now or hereafter affect the Premises. The term “Leasehold Mortgagee” as used in this Agreement shall include the holder of (including any nominee or administrator) or the beneficiary under, as the case may be, a

mortgage, deed of trust, deed to secure debt or any other conveyance or agreement for security purposes, which may now or hereafter affect the Premises.

(b) Tenant or the Leasehold Mortgagee shall give to Landlord written notice of the making of any Leasehold Mortgage (which notice shall contain the name and office address of the Leasehold Mortgagee) within ten (10) days after the execution and delivery of such Leasehold Mortgage and a duplicate original or certified copy thereof.

(c) Landlord shall give to each Leasehold Mortgagee, at the address of such Leasehold Mortgagee set forth in the notice from such Leasehold Mortgagee or from Tenant, and otherwise in the manner provided by Section 25, a copy of each notice given by Landlord to Tenant hereunder (including notice of an Event of Default) at the same time as and whenever any such notice shall thereafter be given by Landlord to Tenant, and no such notice by Landlord shall be deemed to have been duly given to Tenant (and no grace or cure period shall be deemed to have commenced) unless and until a copy thereof shall have been given to each such Leasehold Mortgagee. The Leasehold Mortgagee (i) shall thereupon have a period of thirty (30) days more in the case of an Event of Default in the payment of Rent and sixty (60) days more in the case of any other Event of Default (or in the case of a non-monetary Event of Default which shall require more than sixty (60) days to cure using due diligence, then such longer period of time as shall be necessary so long as such Leasehold Mortgagee shall have commenced to cure (or caused to be commenced such cure) within such 60-day period and continuously prosecutes or causes to be prosecuted the same to completion with reasonable diligence and continuity), after the applicable period afforded Tenant for remedying the Event of Default or causing the same to be remedied has expired and (ii) shall, within such period and otherwise as herein provided, have the right (but not the obligation) to remedy such Event of Default or cause the same to be remedied. Landlord shall accept performance by or on behalf of the Leasehold Mortgagee of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant, so long as such performance is made in accordance with the terms and provisions of this Lease. Landlord shall not object to any temporary entry onto the Premises by or on behalf of the Leasehold Mortgagee to the extent necessary to effect such Leasehold Mortgagee's cure rights, provided such entry is in compliance with Applicable Law. Notwithstanding anything to the contrary, the Leasehold Mortgagee shall have no obligation to cure an Event of Default except as expressly provided in this Lease.

(d) A non-monetary default by Tenant or a non-monetary Event of Default shall not be deemed to exist as long as the Leasehold Mortgagee, in good faith, (i) shall have commenced to cure (or caused to be commenced such cure) the default or Event of Default within the time periods provided in Section 13(c), and continuously prosecutes or causes to be prosecuted the same to completion with reasonable diligence and continuity (subject to Unavoidable Delays), or (ii) if possession of the Premises or any part thereof is required in order to cure such default or Event of Default, shall have notified Landlord within thirty (30) days after the applicable period afforded to Tenant for remedying the default or Event of Default shall have expired of its intention to institute foreclosure proceedings to obtain possession directly or through a receiver, and thereafter commences such foreclosure proceedings, prosecutes such proceedings with all reasonable diligence and continuity (subject to Unavoidable Delays) and, upon obtaining such possession, commences promptly to cure the default or Event of Default and prosecutes the same to completion with all reasonable diligence and continuity (subject to Unavoidable Delays).

(e) Notwithstanding anything in this Section 13 to the contrary, a Leasehold Mortgagee shall not be required to cure any Incurable Defaults of Tenant, and if any Leasehold Mortgagee, assignee or transferee shall acquire the Premises pursuant to a foreclosure or transfer in lieu of foreclosure, then any such Incurable Default by Tenant shall no longer be deemed a default or Event of Default. For purposes of this Agreement, "Incurable Default" shall mean (i) any Event of Default described in Section 21(a)(iv)

or Section 21(a)(v), (ii) any Event of Default that is personal in nature to the Tenant, and (iii) any Event of Default that is based upon Tenant's wrongful assignment of this Lease or any interest therein (other than a wrongful assignment to such Leasehold Mortgagee).

(f) With respect to any default or Event of Default, so long as the Leasehold Mortgagee shall be diligently exercising its cure rights under this Section 13 with respect thereto within the applicable cure periods set forth above and so long as, if possession of the Premises is required to cure the same, the Leasehold Mortgagee shall be taking the actions required by Section 13(d), Landlord shall not (i) re-enter the Premises, (ii) serve a termination notice, or (iii) bring a proceeding on account of such default to (A) dispossess Tenant and/or other occupants of the Premises, (B) re-enter the Premises, or (C) terminate this Lease or the leasehold estate (such rights described in clauses (i), (ii) and (iii) being herein "Landlord's Termination Rights"). Upon any cessation of the Leasehold Mortgagee so exercising such rights and undertaking such activities, Landlord may exercise any of Landlord's Termination Rights hereunder. Nothing in the protections to Leasehold Mortgagees provided in this Lease shall, however, be construed to either (i) extend the Term beyond the expiration date provided for in this Lease that would have applied if no default had occurred or (ii) require such Leasehold Mortgagee to cure any non-monetary default by Tenant that is not capable of being cured as a condition to preserving this Lease or, in the case of a Leasehold Mortgagee only, to obtaining a New Lease as provided in this Section 13.

(g) The exercise of any rights or remedies of a Leasehold Mortgagee, including the consummation of any foreclosure or transfer in lieu of foreclosure, shall not constitute a default under this Lease. A Leasehold Mortgagee shall provide Landlord with prior written notice of its commencement of any foreclosure or of its commencement of any efforts to cause a transfer in lieu of foreclosure.

(h) No Leasehold Mortgagee shall become liable under the provisions of this Lease unless and until such time as it becomes, and then only for so long as it remains, the owner of the leasehold estate created hereby and no performance by or on behalf of such Leasehold Mortgagee of Tenant's obligations hereunder shall cause such Leasehold Mortgagee to be deemed to be a "mortgagee in possession" unless and until such Leasehold Mortgagee shall take control or possession of the Premises.

(i) New Lease.

(i) In the event of the termination of this Lease as a result of an Event of Default by Tenant, prior to the expiration of the Term, whether by summary proceedings to dispossess, service of notice to terminate, or otherwise, or as a result of any bankruptcy, insolvency or similar proceedings, Landlord shall serve upon each Leasehold Mortgagee who is entitled to notice, written notice of such termination promptly following same, together with a statement of any and all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to Landlord. Subject to Section 13(i)(iv) below, the Leasehold Mortgagee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions, and otherwise upon the same terms and conditions and in the same form as this Lease (including a term that expires on the same expiration date as this Lease) (a "New Lease"):

- i. Upon the written request of such Leasehold Mortgagee, served upon Landlord in accordance with Section 25, within forty-five (45) business days after service upon the Leasehold Mortgagee of the aforementioned notice of termination, Landlord shall enter into a New Lease of the Premises with the Leasehold Mortgagee or any designee of the

Leasehold Mortgagee (such Leasehold Mortgagee or such designee, the "New Tenant").

- ii. The New Lease shall be effective as of the date of termination of this Lease and shall be for the remainder of the Term and at the Base Rent and upon all the agreements, terms, covenants and conditions hereof, it being acknowledged that the New Lease is effectively a reinstatement of this Lease (but with the New Tenant). Upon and as a condition to Landlord's execution of such New Lease, the New Tenant shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for its termination, as aforesaid, and shall commence to remedy any non-monetary defaults (other than Incurable Defaults) under this Lease (and the New Lease shall require the New Tenant to diligently continue to remedy such non-monetary defaults until cured). Landlord shall have no obligation to deliver physical possession of the Premises in connection with the giving of any such New Lease to the extent that Landlord shall not previously have recovered possession of same.
 - iii. Nothing herein contained shall release Tenant from any of its obligations under this Lease which shall not have been discharged or fully performed by Tenant or by such Leasehold Mortgagee.
- (ii) As between Landlord and such New Tenant, any such New Lease and the leasehold estate thereby created, subject to the same conditions contained in this Lease, shall continue to maintain the same priority as this Lease with regard to any mortgage or any other lien, charge or encumbrance whether or not the same shall then be in existence.
 - (iii) Upon the execution and delivery of a New Lease under this Section 13(i), all subleases which theretofore may have been assigned to Landlord thereupon shall be assigned and transferred, without recourse, by Landlord to the New Tenant. Between the date of termination of this Lease and the date of execution and delivery of the New Lease, if a Leasehold Mortgagee shall have requested such New Lease, Landlord shall not enter into any new subleases, cancel or modify in any material respect any then-existing subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) without the written consent of the Leasehold Mortgagee, not to be unreasonably withheld, conditioned or delayed, except as permitted in the subleases.
 - (iv) Any rejection of this Lease by any trustee of Tenant in any bankruptcy, reorganization, arrangement or similar proceeding which would otherwise cause this Lease to terminate, shall, without any action or consent by Landlord, Tenant or any Leasehold Mortgagee, effect the transfer of Tenant's interest hereunder to the Leasehold Mortgagee or its nominee or designee. Such Leasehold Mortgagee may reject the transfer of this Lease upon such transfer upon giving notice thereof to Landlord no later than thirty (30) days after notice from Landlord of such transfer. Such Leasehold Mortgagee shall thereupon have no further rights or obligations hereunder. Alternatively, the Leasehold Mortgagee may, during such 30-day period, request a New Lease in accordance with the provisions of

this Section 13(i). In the event that the Leasehold Mortgagee shall fail either to timely effect the transfer of this Lease or timely request a New Lease, then this Lease shall be deemed terminated and no Leasehold Mortgagee shall have any further rights under this Lease.

(j) Additional Leasehold Mortgagee Protective Clauses. In addition to the other rights, notices and cure periods afforded to the holders of any Leasehold Mortgage, Landlord further agrees that:

- (i) without the prior written consent of the Leasehold Mortgagee, Landlord will neither agree to any material modification or amendment of this Lease, including any modification or amendment that increases Tenant's obligations or reduces Tenant's rights under this Lease, nor accept a surrender or cancellation of this Lease;
- (ii) Landlord shall execute any modification to the Lease and enter into recognition agreements (in form and substance reasonably acceptable to Landlord, at the cost and expense of the party making the request) as reasonably requested by a Leasehold Mortgagee as a condition to making a loan to Tenant, provided that the same does not materially increase Landlord's obligations or materially diminish Landlord's rights hereunder;
- (iii) the Leasehold Mortgagee shall have the right to participate in the adjustments of any insurance claims of the nature set forth in Article 16 and condemnation awards of the nature set forth in Article 17; and
- (iv) within fifteen (15) business days following the written request of Tenant from time to time, Landlord shall execute and deliver an instrument addressed to the holder of any Leasehold Mortgage confirming that such holder is a Leasehold Mortgagee and entitled to the benefit of all provisions contained in the Lease which are expressly stated to be for the benefit of Leasehold Mortgagees.

(k) No merger of fee title with the leasehold interest under any circumstances (whether voluntary or involuntary or effected by the Landlord or the Tenant) will result in the termination of this Agreement or an extinguishment of any Leasehold Mortgage.

(l) Notwithstanding any other term or provision of this Lease to the contrary, Landlord's interest in this Lease and in the Premises shall not be subject or subordinate to any Leasehold Mortgage now or hereafter placed upon Tenant's interest in this Lease, the leasehold interest created hereby, or upon any interest in Tenant.

Section 14. **Signs.** Tenant has the right to place, install or maintain upon the Premises any sign, symbol, advertisement or similar device which is intended to be visible to public view from outside the Premises so long as Tenant first obtains, at its sole expense, all necessary governmental permits and approvals therefor and Landlord's prior written consent (subject to Section 41).

Section 15. **Indemnity and Insurance.**

(a) To the fullest extent permissible under applicable law, Tenant shall, from and after the Effective Date, defend, indemnify and hold harmless Landlord, its officers and employees, from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and reasonable attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity),

expenses, demands, suits and causes of action (all of the foregoing collectively referred to as “Liabilities”) arising out of or in connection with (i) damage to property or death or injury to any person sustained on or about the Premises, or arising (directly or indirectly) out of or in connection with Tenant’s possession, use, occupation or control of the Premises, (ii) damage to any property or death or injury to any person anywhere occasioned, or claimed to have been occasioned, by any willful misconduct or any negligent act or omission of Tenant, its agents, employees, licensees or contractors and (iii) any breach or default of this Agreement by Tenant, its agents, employees, licensees or contractors, except in any event to the extent such damage, death, injury or Liabilities are caused by or arise from the willful misconduct or negligence of Landlord.

(b) Insurance Certificates. Unless waived in writing or otherwise provided by the Landlord, the Tenant shall procure the insurance coverages identified below at the Tenant's own expense and shall furnish the Landlord an insurance certificate listing “City of Burlington, Burlington International Airport” as the certificate holder. The insurance certificate must provide the following:

- Name and address of authorized agent.
- Name and address of insured.
- Name of insurance company(ies).
- Description of policies, including coverage type and amounts.
- Policy Number(s).
- Policy Period(s).
- Limits of liability.
- Name and address of Landlord as certificate holder.
- Signature of authorized agent.
- Telephone number of authorized agent.
- Insurance company will endeavor to notice in accordance with the policy provisions in the event of cancellation/non-renewal.
- Landlord designated as additional insured under all policies with the exception of professional liability and workers’ compensation.

Landlord may require certificates of insurance for any insurance policies entered into by Tenant, and Tenant is responsible for annually verifying and confirming in writing to Landlord that all sub-contractors, agents, operators or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Agreement shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Tenant.

(c) Policy Provisions. Each of the insurance coverages required below (i) shall be issued by a company licensed by the State of Vermont to transact the business of insurance in the State of Vermont for the applicable line of insurance, and (ii) shall be an insurer with a Best Policyholders Rating of "A-/VIII" or better by the latest *Best Insurance Report* or has an analogous rating from a comparable rating service approved by Landlord. Each such policy shall contain the following provisions:

- (i) All certificates shall contain a provision stating that the coverages afforded under said policies will not be cancelled, materially changed or not renewed without at least thirty (30) days written prior notice to the Landlord; and
- (ii) The policies shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives and shall contain a clause to the effect that such policies and the coverage evidenced thereby shall be primary with respect to any policies

carried by Landlord, and that any coverage carried by Landlord shall be excess insurance. In no event shall the limits of said policies be considered as limiting the liability of Tenant under this Agreement.

(d) Insurance Coverages. During the Term, the Tenant agrees to purchase and maintain the following types of insurance coverages, and provide evidence of continuing coverage to Landlord on an annual basis. Under no circumstances shall Tenant's liability be limited to the amount of insurance carried. Any changes to insurance are at the sole expense of Tenant. Limits of insurance required at the Effective Date of this Agreement are as follows:

(i) Workers' Compensation and Employer's Liability. The Tenant agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than \$500,000/accident (bodily injury by accident) and \$500,000 policy limit, \$500,000/employee (bodily injury by disease). The Tenant shall require all contractors and subcontractors performing work or occupying the Premises under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation coverages and Tenant shall require from its general contractor(s) that all subcontractors submit certificates of such insurance to Landlord prior to performing work or occupying the Premises.

(ii) Employers' Liability Insurance. If Tenant has employees, the Tenant shall also maintain Employers Liability Insurance Coverage with limits of at least:

Bodily Injury by Accident - \$500,000 each accident; and
Bodily Injury by Disease - \$500,000 each employee.
Bodily Injury by Disease - \$500,000 policy limit.

The Tenant shall require all contractors and subcontractors performing work or occupying the Premises under this Agreement to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and Tenant shall require from its general contractor(s) that it and all subcontractors submit certificates of such insurance to Landlord prior to performing work or occupying the Premises. Notwithstanding the foregoing, recognizing that not all subcontractors will have the limits set forth herein, the Tenant may allow its contractor to have discretion to accept lower limits from subcontractors as appropriate.

(iii) Commercial General Liability Insurance. The Tenant shall provide Commercial General Liability Insurance naming the Landlord as additional insured on a primary, non-contributory basis which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures and underground damage liability. The Commercial General Liability Insurance shall provide at minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

(iv) Commercial Business Automobile Liability Insurance. The Tenant shall provide Commercial Business Automobile Liability Insurance naming the Landlord as additional insured on a primary, non-contributory basis which shall include

coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each accident.

- (v) Commercial Umbrella Liability Insurance. The Tenant shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability, and Employers' Liability on a follow form basis in addition to the minimum limits set forth herein and including identical additional insured requirements as required in the primary liability policies. The minimum amount of Umbrella limits required above the coverages and minimum limits stated above shall be \$4,000,000 per occurrence and \$4,000,000 in the aggregate. Alternatively, if excess coverage is not available for any of the liability policies referenced above, the minimum limits of the underlying policy shall be increased by \$4,000,000 per occurrence and \$4,000,000 in the aggregate.
- (vi) Builders Risk Insurance. During the construction of the Project, any major renovation (defined to mean with a cost in excess of \$100,000) or major reconstruction of all or any portion of the Project, Tenant shall provide, or cause its Contractor to provide, a Builder's Risk Insurance Policy to be made payable to the Landlord and Tenant as their interests may appear, but in all instances subject to the terms, conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee. The policy amount should be equal to 100% of the construct sum under any construction contract applicable to any such reconstruction. All deductibles shall be the sole responsibility of Tenant or the Contractor, and in no event shall the amount of any deductible exceed \$250,000.00. The policy shall be endorsed substantially as follows:

"The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

 - (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
 - (ii) Partial or complete occupancy by Tenant, and
 - (iii) Performance of work in connection with construction operations insured by the Tenant, by agents or sublessees or other contractors of Tenant, or by contractors of the Tenant."
- (vii) During the construction of the Project, any major renovation (defined to mean with a cost in excess of \$100,000) or major reconstruction of all or any portion of the Project, Tenant shall require its general contractor, architect and other design professionals with significant design obligations (other than the landscape architect) to carry professional liability insurance covering claims arising out of negligent errors or omissions in rendering or failure to render professional services, in an amount not less than \$1 million each claim and \$2 million annual aggregate; coverage shall include liability arising out of a contract, and if such insurance is on a claims made basis, Tenant's architect shall maintain liability coverage for not less than five years following the date of substantial completion

of the work.

- (viii) Property Insurance. Landlord will insure the Building against loss by fire and other casualty under an “all risk” Property Insurance Policy in such amounts as Landlord may consider reasonable by policies which shall include standard extended coverage endorsements. The policy amount should be equal to 100% of the replacement value of the completed Project and related improvements and shall include replacement cost, demolition cost and increased cost of construction endorsements. All deductibles shall be the sole responsibility of Tenant, and in no event shall the amount of the “All Risk” deductible exceed \$10,000.00. Tenant shall be responsible for maintaining any and all insurance upon Tenant’s property in and upon the Premises and the value of any Tenant improvements to the Premises, by policies which shall name Landlord as an additional insured, as Landlord’s interests may appear, and Landlord shall not be held responsible for any damage thereto.
- (ix) Performance Bond and Payment Bond. During the construction of any major renovation (defined to mean with a cost in excess of \$500,000) or major reconstruction of all or any portion of the Project, Tenant shall deliver to Landlord, at the time of execution of a contract related to such construction or reconstruction work evidence of, (x) a Performance Bond of Tenant’s contractor equal to 100% of the completed value of the work with Landlord named as a co-obligee, and (y) a Labor and Materials Payment Bond from Landlord’s contractor in the amount equal to 100% of the completed value. For additional clarity, this Section 15(d)(ix) shall not apply with respect to the initial construction of the Project, bonding for which is addressed in Section 3(d)(iii), or otherwise with respect to work being performed by the Contractor.

(e) Waiver of Subrogation. Each of Landlord and Tenant hereby releases the other and their officers, directors, shareholders, agents and employees from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by any of the perils which are insured against under standard policies of fire and casualty insurance (including extended coverage), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. This provision shall be deemed suspended during any period of time when insurance companies will not issue insurance policies for properties with such a provision in this Agreement.

(f) Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein continues throughout the Term and shall not terminate until this Agreement has expired or been terminated and the Premises surrendered.

(g) Review of Insurance. Subject to the terms and conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee, the Landlord reserves the right to review the insurance coverage requirements every five years to ensure that the specified coverages and limits remain commercially reasonable for similar improvements and facilities, and Tenant shall modify its coverage throughout the term of this Agreement at Tenant’s sole expense upon the reasonable request of Landlord if the specified coverages and limits are no longer commercially reasonable for similar improvements and facilities.

Section 16. Damage or Destruction. If, during the Term, the Project is wholly or partially damaged or destroyed, Tenant shall promptly give written notice of that damage or destruction to Landlord. Any

such damage or destruction shall not terminate this Agreement, and Landlord shall apply available insurance proceeds and the amount then held in the Capital Reserve Account to promptly repair, restore, replace, rebuild, or reconstruct (herein "Restoration" or "Restore") the Project to substantially the same quality, workmanship, finishes and size as existed immediately before the damage or destruction unless the parties mutually agree to do otherwise. The Restoration shall be commenced promptly and prosecuted with due diligence following adjustment or collection of insurance proceeds. Base Rent required to be paid hereunder shall abate in proportion to that part of the Premises that is rendered unfit for occupancy bears to the whole of the Premises until Restoration is complete. The parties acknowledge that if funds held in the Capital Reserve Account are used in connection with the restoration of the Project, the reduction of the sum then held in the Capital Reserve Account may be offset by the fact that some or all of the Project shall have been replaced prior to their scheduled replacement. Notwithstanding the foregoing, Tenant agrees that if reasonably requested by Landlord, it shall commission a third-party consultant selected and paid for by Tenant and reasonably acceptable to Landlord to perform a life cycle analysis of the Project following restoration to determine the amount by which the Capital Reserve Account shall be funded on a monthly basis following restoration.

Section 17. **Condemnation or Eminent Domain; Certain Other Governmental Orders.**

(a) If, at any time during the Term of this Lease, title to a substantial portion of the Premises (meaning thereby so much as shall render the remaining portion substantially unusable by Tenant for the purposes set forth in Section 3) shall be taken by exercise of the right to condemnation or eminent domain or by agreement between Landlord and those authorized to exercise such right (all such proceedings being collectively referred to as a "Taking"), this Lease shall terminate and expire on the date of such Taking and rent shall be apportioned and paid to the date of such Taking. Except as expressly set forth below, any award for the value of the Premises, land, buildings and improvements, and loss of rent from Tenant, shall belong to Landlord, and Tenant shall not be entitled to share in any such award. To the extent such compensation award or recovery to Tenant does not diminish the amount of the compensation award or recovery otherwise awardable to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of any condemnation, for and on account of any cost or loss to which Tenant might be put in relocating its business or removing Tenant's merchandise, furniture, fixtures and equipment from the Premises, for any cost or loss to Tenant's improvements, or for loss of the value, if any, of Tenant's leasehold interest at the time of the Taking. If the title to less than a "substantial portion" of the Premises shall be taken in condemnation so that the business conducted on said Premises can be continued without material diminution, this Lease shall continue in full force and effect. If the Taking does not amount to a substantial portion but does materially adversely affect Tenant's ability to conduct its business, the rent from and after the date of the vesting of title in the condemnor shall be equitably adjusted to reflect the diminished value of the Premises to Tenant as a direct result of the condemnation..

(b) The parties acknowledge that if funds held in the Capital Reserve Account are used in connection with the restoration of the Project following a Taking, the reduction of the sum then held in the Capital Reserve Account may be offset by the fact that some or all of the Project shall have been replaced prior to their scheduled replacement. Notwithstanding the foregoing, Tenant agrees that if reasonably requested by Landlord, it shall commission a third-party consultant selected and paid for by Tenant and reasonably acceptable to Landlord to perform a life cycle analysis of the Project following restoration to determine the amount by which the Capital Reserve Account shall be funded on a monthly basis following restoration.

(c) In the event of the issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Tenant of all or any substantial part of the Premises or

preventing or restraining the use of the Airport for usual Airport purposes in its entirety, or the use of any part thereof which may be used by Tenant and which is necessary for Tenant's operations on the Airport, Landlord shall not be deemed in default of its obligations hereunder, and Tenant's obligation to pay Rent shall equitably abate until such order terminates or is vacated.

(d) In the event that any agency or instrumentality of the federal or any state or local government shall occupy the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport or its use for civil aviation, and any of said events shall result in material interference with Tenant's normal operations, Landlord shall not be deemed in default of its obligations hereunder, and Tenant's obligation to pay Rent shall equitably abate until such state affairs ceases and normal operations resume

Section 18. Landlord's Right to Mortgage Property.

(a) Landlord shall have the right to grant one or more mortgages, deeds of trust or other security instruments on Landlord's interest in the Premises (each, a "Fee Mortgage"), subject to Section 18(b).

(b) Any Fee Mortgage shall automatically and without further act be subject and subordinate in all respects to this Lease, any Leasehold Mortgage and the Tenant's rights hereunder. The foregoing is intended to provide that although the Fee Mortgage pertains to the fee interest in the Property, any exercise by the holder of a Fee Mortgage (each, a "Fee Mortgagee") of its remedies thereunder shall be subject to this Lease and any Leasehold Mortgage and shall not terminate or otherwise affect this Lease. No foreclosure of such Fee Mortgage (or deed in lieu of such foreclosure) or other exercise of remedies under a Fee Mortgage, shall operate to disturb the rights of Tenant under this Lease or the rights of a Leasehold Mortgagee under a Leasehold Mortgage, and the transferee thereof shall recognize such rights. The foregoing provisions of this Section 18(b) are intended to be self-operative, but each Fee Mortgagee, by acceptance of its Fee Mortgage, shall be deemed to have agreed to execute such further assurances as Tenant or any Leasehold Mortgagee may reasonably request to confirm the agreements set forth in this Section 18(b).

Section 19. Environmental Compliance.

(a) Except as provided in Subsections 19(b) and 19(d), below, to the extent caused by or arising from the acts or omissions of Tenant, its agents, employees or contractors, to the fullest extent permissible under applicable law, Tenant shall defend, indemnify, and hold harmless Landlord and its officers and employees from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including reasonable attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to: (i) the presence, disposal, release, or threatened release of any Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities which are based upon or in any way

related to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors. For purposes of this Section 19, the term “Hazardous Materials” includes any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, oil or petroleum products, asbestos, or related materials; including as the same are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, *et seq.*), applicable Vermont Statutes, and in the regulations adopted and publications promulgated pursuant thereto. Tenant shall provide Landlord with copies of any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials and the Premises and shall give Landlord written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises. The foregoing provisions shall be in addition to any other obligations and liabilities Tenant may have under this Agreement, at common law, or otherwise.

(b) Tenant shall not be liable to Landlord for any Hazardous Materials to the extent that such Hazardous Materials were generated, stored, handled, transported, disposed of, discharged or released by any party other than Tenant, its agents, employees or contractors.

(c) Tenant shall provide Landlord with copies of any environmental reports or studies in its possession or in the possession of its agents which it can obtain without expense related to the Premises and any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials on, from or affecting the Premises and shall give Landlord written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises.

(d) Except as otherwise provided in Subsection 19(a), above, to the fullest extent permissible under applicable law, Landlord shall defend, indemnify, and hold harmless Tenant and its members and managers from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to: (i) the presence, disposal, release, or threatened release of any Hazardous Materials on, from, or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released prior to the Effective Date and/or by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials on, from or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released prior to the Effective Date and/or by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials on, from or affecting the Premises; and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities based upon or in any way related to Hazardous Materials on, from or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released prior to the Effective Date and/or by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors. Landlord shall provide Tenant with copies of any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in

connection with Hazardous Materials on, from or affecting the Premises and shall give Tenant written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises. The foregoing provisions shall be in addition to any other obligations and liabilities Landlord may have under this Agreement, at common law, or otherwise.

Section 20. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed under this Agreement, Tenant shall and may peaceably and quietly have, hold, occupy and enjoy the Premises, the Project and all appurtenances thereto without hindrance or molestation from any person claiming by, through or under Landlord.

Section 21. **Defaults.**

- (a) If any one or more of the following events (herein called "**Events of Default**") shall occur:
- (i) if default shall be made in the due and punctual payment of any installment of Rent, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) business days after written notice thereof from Landlord; provided, however, that once Landlord has given Tenant two (2) such notices during any twelve (12) consecutive month period, Landlord shall not be required to give further written notice, and thereafter the failure by Tenant to pay any installment of Rent, when and as the same shall become due and payable, which failure continues for a period of ten (10) business days, shall be an Event of Default without further notice; or
 - (ii) if default shall be made in the due and punctual payment of any installment of any sum of money payable by Tenant under this Agreement other than Rent, when and as the same shall become due and payable, and any such default shall continue for a period of ten (10) business days after written notice thereof from Landlord; provided, however, that once Landlord has given Tenant two (2) such notices during any twelve (12) consecutive month period, Landlord shall not be required to give further written notice, and thereafter the failure by Tenant to make any such payment when and as the same shall become due and payable, which failure continues for a period of ten (10) business days, shall be an Event of Default without further notice; or
 - (iii) if default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Agreement provided, other than those referred to in the foregoing Subsections 21(a)(i) or (ii), and such default shall continue for a period of thirty (30) days after written notice from Landlord to Tenant specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, Tenant fails to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence (it being understood that the time of Tenant within which to cure shall be extended for such period as may be necessary to complete the same with all due diligence); or
 - (iv) if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any

reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy or insolvency statute or law, or shall seek or consent to the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises; or

- (v) if within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy act or any other present or future state or federal bankruptcy or insolvency statute or law, such proceeding shall not have been dismissed, or, if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or substantially all of its properties or of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated,

then and in any such event Landlord, at any time thereafter that the Event of Default remains uncured, may give written notice to Tenant specifying such Event of Default or Events of Default and stating that this Agreement and the term thereof shall expire and terminate on the date specified in such notice which shall be at least sixty (60) days after the giving of such notice, and upon the date specified in such notice this Agreement and such term and all rights of Tenant under this Agreement shall, subject to the rights of Leasehold Mortgagees, expire and terminate (except those that are expressly provided to survive termination of this Agreement) and whereupon the provisions of Section 6(c) shall apply.

Notwithstanding anything to the contrary, if the Event of Default giving rise to such notice of termination from Landlord arises pursuant to Section 21(a)(i) or 21(a)(ii), Tenant may cure such Event of Default prior to the date specified in Landlord's notice of termination in which event this Agreement shall continue in full force and effect.

Further notwithstanding anything to the contrary, if the Event of Default results in an emergency matter posing a risk of immediate harm to persons or property and/or respects failure by Tenant to maintain insurance as required by this Lease and Tenant fails to remedy the same within a reasonable time given the exigency, Landlord may elect to cure the same and Landlord's reasonable costs in so doing will be considered Additional Rent under this Lease.

(b) Upon any such expiration or termination of this Agreement, Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and reenter the Premises and possess and repossess itself thereof by summary proceedings, and may bring such actions for damages or equitable relief to which Landlord may be entitled under Applicable Law or at equity.

(c) If Landlord shall default in its obligations under this Agreement, Tenant may pursue all available legal or equitable remedies provided by law.

Section 22. **No Waiver; No Accord and Satisfaction.** The waiver by Landlord of a breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant, other than the failure of Tenant to pay the particular rental so accepted,

regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Agreement shall be deemed to have been waived or modified, unless such waiver or modification is in writing and executed on behalf of the parties. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Agreement provided.

Section 23. **Time is of the Essence; Force Majeure.** All time limits stated herein are of the essence of this Agreement. If either party (and/or a Leasehold Mortgagee curing Tenant's or its obligations hereunder) shall be affected by Unavoidable Delay (as defined below), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. As used in this Agreement, "Unavoidable Delay" means delays incurred due to (i) any act of God (including weather delays beyond historic weather patterns), flood, earthquake, fire, disease, pandemics, epidemics and the like, (ii) labor strike, civil unrest or work stoppage or slowdown (including failure of building inspectors to reasonably process approvals that cause work stoppage), (iii) unforeseeable interruptions in utility services, (iv) unforeseeable material shortages, transportation and logistics delays, (v) sabotage, war, riot, terrorism, moratorium, (vi) unforeseeable governmental action (including required work stoppage or closure of construction sites by applicable government authorities including closures in the general vicinity where the Premises is located, and including unforeseen archeological conditions or closure of government offices that issue necessary permits), (vii) delays caused by the other party, or with respect to Tenant any Affiliate of Tenant, or with respect to Landlord, any division, department or instrumentality of Landlord or under Landlord control, (viii) any other unforeseeable act of any third party unrelated to, and having no arrangements, contractual or otherwise, with the Premises or the respective party claiming the delay that reasonably prevents an action from being taken through no fault of the respective party claiming the delay, or (xi) other similar causes beyond the reasonable control of the party claiming the delay (but not including insolvency).

Section 24. **Notices.** Any notices to be given pursuant to this Agreement shall be sufficient if given by a writing deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid, by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, by email (provided the electronic process used is reasonably secure and not easily susceptible to manipulation and that if notice is delivered by email, notice must also be delivered by one of the other methods described above unless the recipient or its counsel waives for foregoing) addressed as follows:

If to Landlord: City of Burlington
 Attention: Office of the City Attorney
 City Hall, 149 Church St.
 Burlington, VT 05401

with a copy to: Burlington International Airport
 Attention: Director of Aviation
 1200 Airport Drive
 South Burlington, VT 05403

with a copy to: Jeremy Farkas, Esq.
 MSK Attorneys
 275 College Street

P.O. Box 4485
Burlington, VT 05406-4485
Telephone No.: (802) 861-7000
Email: jfarkas@mskvt.com

If to Tenant: Burlington School District
Attention: Superintendent
150 Colchester Ave.
Burlington, VT 05401
Telephone No.: (802) 865-5332
Email: _____

with a copy to:

or to such other person, address or number as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid; (iii) if sent by email, when transmitted, provided that the sender does not receive an automated delivery failure or "out of office" message.

Section 25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflict of laws. The parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the U.S. District Court for the District of Vermont. The parties assert that they have purposefully availed themselves of the benefits of the laws of the State of Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the parties' actions took place in the State or elsewhere in the United States.

Section 26. **Partial Invalidity.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 27. **Holding Over.** If Tenant shall continue in occupancy of the Premises after the expiration or termination of this Agreement, such occupancy shall not be deemed to extend or renew the terms of this Agreement, but such occupancy shall continue as a tenancy at will from month to month and otherwise upon the covenants, provisions and conditions herein contained, except that Base Rent shall be doubled. This Section shall not be construed as giving Tenant any right to hold over after any such expiration or termination. In addition, Tenant agrees to pay Landlord's reasonable attorney's fees and related costs if Landlord must take legal action to evict or eject Tenant who is holding over or to collect the holdover amount as set forth in this provision.

Section 28. **Jury Trial Waiver.** Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Agreement. This waiver is knowingly, intentionally, and voluntarily made by Tenant and Landlord and Tenant and Landlord acknowledge that

neither Landlord nor Tenant nor any person acting on behalf of Landlord or Tenant has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. Tenant and Landlord further each acknowledge that it has been represented (or has had the opportunity to be represented) in the signing of this Agreement and in the making of this waiver by independent legal counsel, selected of its own free will, and that it has had the opportunity to discuss this waiver with counsel. Tenant and Landlord further acknowledge that it has read and understands the meaning and ramifications of this waiver provision.

Section 29. **Tenant and Landlord Defined.** The word “Tenant” shall be deemed and taken to mean Burlington School District and its successors and permitted assigns. The term “Landlord” as used in this Agreement means the City of Burlington or the owner for the time being of the Premises, so that, in the event of any sale thereof, the seller shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder not theretofore accrued, and it shall be deemed and construed, without further agreement between the parties or between the parties and the purchaser of the Premises, that such purchaser has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

Section 30. **Notice of Lease.** The parties will at any time, at the request of either one, promptly execute multiple originals of an instrument, in recordable form which will constitute a notice of lease, setting forth the information required by 27 V.S.A. § 341(c). Landlord shall, upon request of Tenant, promptly execute and deliver to Tenant any transfer tax returns, affidavits or other documents which shall be required by any recording office as a condition of recording such memorandum or notice of this Agreement. Tenant shall be responsible for all recording fees and other recording costs, including recording taxes, related to the recording of the memorandum or notice of this Agreement.

Section 31. **Number; Gender; “Including”.** Wherever the context so requires, the singular and the plural form of words and words of masculine or feminine gender shall, within those respective classifications, be deemed interchangeable. The term “including”, and variants thereof, shall mean “including without limitation” unless the context otherwise expressly provides.

Section 32. **Captions; Headings.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of such sections, nor in any way affect this Agreement or have any substantive effect.

Section 33. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument; such counterparts may be evidenced by pdf or similar reproduction methods and/or may be executed electronically using electronic signature software (e.g., DocuSign or similar software) or similar methods (each a method of “Electronic Execution”), and each pdf or Electronic Execution shall have the same legal and binding effect as original signatures; upon the request of either party, the other shall furnish a copy or copies with original signature within five (5) business days.

Section 34. **Waiver of Rule of Construction.** The parties waive the benefit of any rule that this Agreement is to be construed against one party or the other.

Section 35. **Entire Agreement; Amendment.** This Agreement and the exhibits hereto and the agreements referenced herein embody the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth. Notwithstanding anything contained in this Lease to the contrary or which might be construed to the contrary, Tenant acknowledges and agrees that Tenant has not been influenced to enter into this Lease nor is the Tenant relying upon any representations,

warranties or other statements, whether verbal or in writing, except as expressly stated in this Lease in connection with the Premises and the transactions contemplated hereunder and Tenant further acknowledges and agrees that Tenant will rely solely upon its own independent inspection and examination of the Premises and other related economic matters. In addition, any verbal or written statement or other information or materials supplied or alleged to have been supplied to Tenant by or on behalf of Landlord will be deemed to have been supplied or made available to Tenant for informational purposes only. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by both parties.

Section 36. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 37. **Commissions and Fees.** The parties hereto warrant and represent to each other that they have no knowledge of any real estate broker or agent to whom a commission may be payable as a result of this transaction or any such knowledge of any other finder's fees or commissions related thereto, and each party agrees to indemnify and hold harmless the other for all claims or demands of any real estate agent or broker claiming by, through, or under such party, which indemnification shall also include payment of costs and attorneys' fees incurred by a party in defense of a claim for such real estate commissions or fees.

Section 38. **Tenant Representations and Warranties.** The Tenant makes the following representations and warranties to and for the benefit of Landlord:

(a) Tenant has the full power and authority to enter into, execute, deliver, and consummate the transaction contemplated by this Agreement and any instruments and agreements contemplated herein. Tenant has taken all action required by law or by its organizational or corporate documents to authorize the execution, delivery, and consummation of the transaction contemplated hereby.

(b) The consummation of the transaction contemplated by this Agreement will not violate or be in conflict with any provision of Tenant's governing documents, or any other agreement or instrument to which Tenant is a party or by which Tenant is bound, or any judgment, decree, order, statute, rule or regulation applicable to Tenant.

(c) This Agreement constitutes the legal, valid and binding obligation of Tenant in accordance with its terms. No consent or approval of any trustee or holder of any indebtedness of the Tenant, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(d) No information, exhibit or report furnished to the Landlord by the Tenant in connection with the negotiation of this Agreement knowingly contains any untrue statement of a material fact or knowingly omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 39. **No Partnership.** The parties do not intend by this Agreement to create, nor shall this Agreement be deemed to create, a partnership or a joint venture among the parties; each party is an independent actor and entity, and nothing in this Agreement shall be deemed to make either party an agent or partner of the other, or to give either party the right to bind the other in any way, notwithstanding any reference to the Project as a "public-private partnership."

Section 40. **No Third-Party Rights.** This Agreement is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns, subject to the express provisions hereof relating to successor and assigns, and except as otherwise expressly set forth herein, no other person, individual, corporation or entity, whatsoever, shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 41. **Consents and Approvals.** Wherever this Agreement requires the approval or consent of Landlord or Tenant, unless a different standard is expressly indicated, such approval or consent shall not be unreasonably withheld, conditioned or delayed. Wherever this Agreement requires the approval or consent of Landlord or Tenant, unless a different time period is expressly provided, such party shall respond to any written request for approval or consent within ten (10) business days following receipt of the same. Such response shall include either the party's consent to, or rejection of, such request. The responding party may also request additional information or materials related to the approval or consent requested (provided such request shall not extend the time of such party to respond to the request). Wherever this Agreement requires the approval or consent of Landlord or Tenant, if such party determines to withhold such approval or consent, such party shall state in reasonable detail the basis for withholding such approval or consent.

Section 42. **Estoppel.** Each party shall, within thirty (30) business days after request by the other party, execute and deliver to the requesting party, or the party designated by the requesting party, a statement certifying that: (i) this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the modified Agreement is in full force and effect); (ii) whether, to the responding party's knowledge, either party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement.

Section 43. **Further Assurances.** Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Lease, including amending this Lease to adjust the legal description of the Premises following construction to account for as-built conditions and entering into separate easements or other instruments to effectuate the access, use and other rights set forth in this Lease; provided, however, that the execution and delivery of such documents by such party shall not result in any additional liability or material cost to such party.

Section 44. Dispute Resolution; Attorneys' Fees. If a dispute arises between the parties with regard to the performance or interpretation of any terms of this Agreement, the parties agree to use the following procedures in the order as set forth below:

(a) **Negotiation.** A meeting shall be held between the Landlord and Tenant regarding the dispute to attempt in good faith to negotiate a resolution of the dispute (the "Negotiation Meeting"); such Negotiation Meeting shall be held within five (5) business days of a party's written request for such a meeting and may occur by telephone or video conference.

(b) **Mediation.** If the parties fail to resolve their dispute through the Negotiation Meeting, either party (the "**Notifying Party**") may demand non-binding mediation in an effort to resolve the dispute by giving written notice (the "**Notice of Dispute**") to the other party (the "**Receiving Party**"). The Notice of Dispute shall include, in detail, the issues in dispute that the Notifying Party deems relevant to the mediation. Within five (5) business days following the date of the Notice of Dispute, the Receiving Party shall submit to the Notifying Party a list of three (3) persons in Vermont or adjacent states who (i) do not have any professional, business, family or personal affiliation with any of the parties that would

compromise their independence, (ii) have relevant training, experience and expertise with regard to the matters in dispute, and (iii) are reasonably available to mediate the dispute (the “Mediator List”). The Notifying Party shall, within three (3) business days following receipt of the Mediator List select a mediator (the “Designated Mediator”) from the Mediator List and give written notice of the identification of the Designated Mediator to the Receiving Party and to the Designated Mediator. If the Receiving Party fails to approve a Mediator List within the time provided above, the Notifying Party shall have the right, upon notice to the Receiving Party, to designate a Designated Mediator who the Notifying Party reasonably believes will satisfy the Mediator criteria set forth above. The parties shall use good faith efforts to schedule and conduct the mediation as expeditiously as is reasonably possible, and the parties shall use their best efforts to make authorized representatives with authority to settle the dispute available for mediation and to cooperate in the mediation. The cost of Mediation, including any fees charged by the Mediator, shall be paid in equal shares by the Notifying Party and the Receiving Party.

(c) All negotiation shall occur in Chittenden County, Vermont at a mutually agreeable location; all Mediation shall occur or at the office of the Designated Mediator unless the parties to the dispute otherwise agree.

(d) If the parties fail to resolve the dispute through negotiation or mediation, then (1) if the parties agree on binding arbitration, they shall submit the matter to binding arbitration by a single arbitrator, or (2) a party may seek an adjudicated resolution through an appropriate court.

(e) The parties consent to the inclusion in any mediation, arbitration, or litigation (by consolidation, joinder, or any other manner) third parties substantially involved in a question of law or fact common to a dispute between the parties under this Agreement.

(f) The substantially prevailing party in any dispute arising out of or relating to this Agreement that is resolved by binding arbitration or by litigation shall be entitled to recover from the other party its reasonable attorneys’ fees, costs and expenses incurred in connection therewith.

(g) This dispute resolution provision shall survive the expiration or termination of this Agreement.

One Signature Page Follows

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their duly authorized agents, do hereby execute this Agreement as of the date first set forth above.

LANDLORD

City of Burlington

By: _____
Name: _____
Title: _____

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This Lease was acknowledged before me on _____, 2024 by _____ as _____ and Authorized Agent of the City of Burlington.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.25
My credential number: _____

TENANT

Burlington School District

By: _____
Name: _____
Title: Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This Lease was acknowledged before me on _____, 2024 by _____ as _____ and Authorized Agent of Burlington School District

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.25
My credential number: _____

EXHIBIT A

AIRPORT PROPERTY PLAN

[attached]

EXHIBIT B
SCHEMATIC BUILDING PLAN

[attached]

EXHIBIT C
SCHEMATIC SITE PLAN
[attached]

EXHIBIT D

BSD Proposal

[attached]

EXHIBIT E

Base Rent/Rent Credit Schedule

[attached]

EXHIBIT F

REQUIRED FEDERAL PROVISIONS

I. Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant. This provision obligates Tenant for the period during which the property is owned, used or possessed by Tenant and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

II. **Compliance with Nondiscrimination Requirements:** During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor’s continuing noncompliance with the nondiscrimination provisions of this contract and failure to cure the same following the applicable notice and cure provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

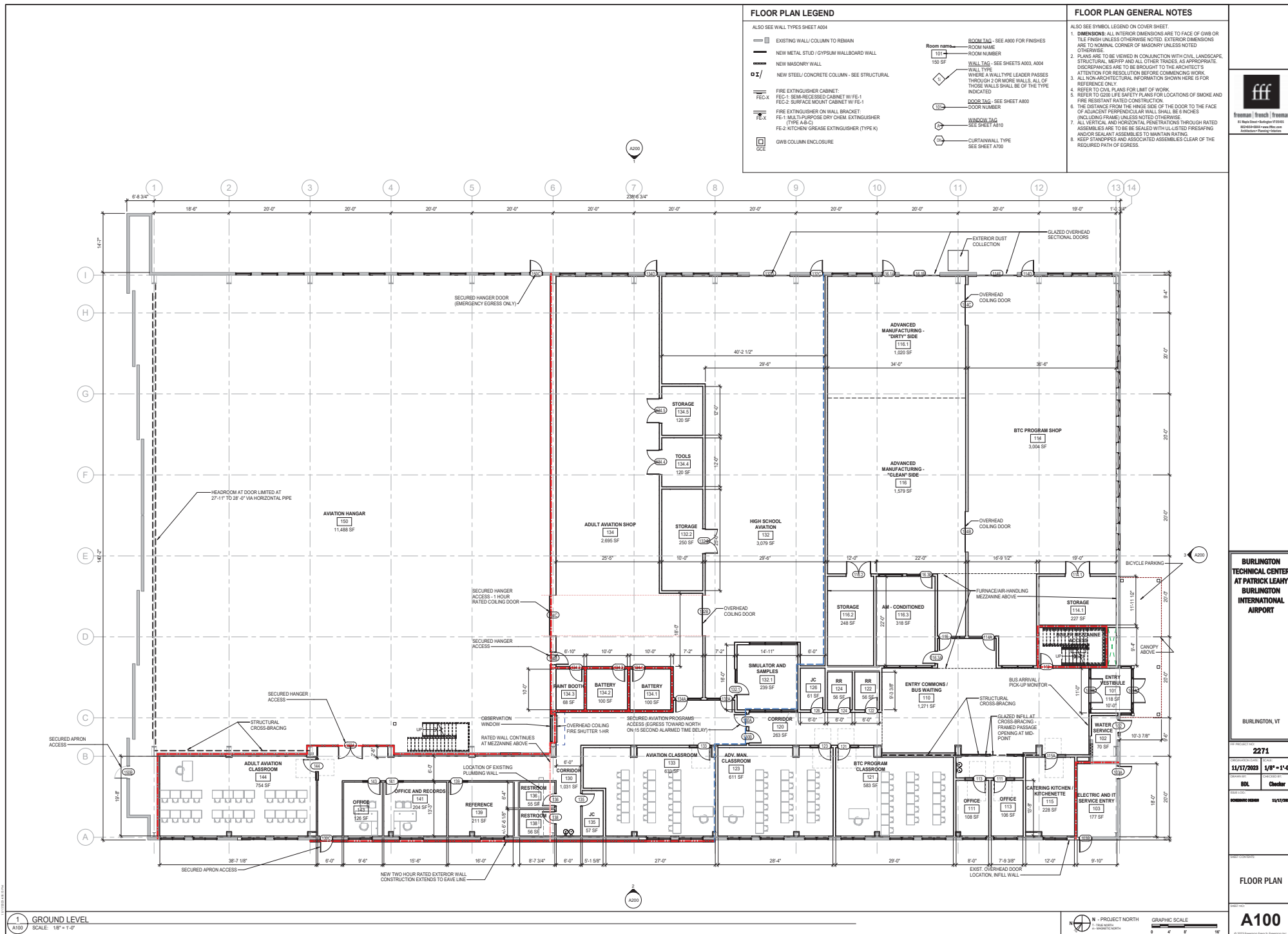
III. During the performance of this Agreement, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Schedule 6(c)

Parameters for Capital Reserve Account

[attached behind]



Estimated Lease Start Date	7/1/2023
Lease Term (years)	40
Lease Credit Amount	11,500,000
Ground and Building Rent Annual Increase	3%

Lease year	Rent	Rent Paid	Rent Credit Applied	Rent Credit Balance
1	200,000	-	200,000	11,300,000
2	206,000	-	206,000	11,094,000
3	212,180	51,772	160,408	10,933,592
4	218,545	53,325	165,220	10,768,372
5	225,102	54,925	170,177	10,598,195
6	231,855	56,573	175,282	10,422,912
7	238,810	58,270	180,541	10,242,372
8	245,975	60,018	185,957	10,056,415
9	253,354	61,818	191,536	9,864,879
10	260,955	63,673	197,282	9,667,597
11	268,783	65,583	203,200	9,464,397
12	276,847	67,551	209,296	9,255,101
13	285,152	69,577	215,575	9,039,526
14	293,707	71,664	222,042	8,817,484
15	302,518	73,814	228,704	8,588,780
16	311,593	76,029	235,565	8,353,216
17	320,941	78,310	242,632	8,110,584
18	330,570	80,659	249,911	7,860,673
19	340,487	83,079	257,408	7,603,265
20	350,701	85,571	265,130	7,338,135
21	361,222	88,138	273,084	7,065,051
22	372,059	90,782	281,277	6,783,775
23	383,221	93,506	289,715	6,494,060
24	394,717	96,311	298,406	6,195,654
25	406,559	99,200	307,358	5,888,295
26	418,756	102,176	316,579	5,571,716
27	431,318	105,242	326,077	5,245,639
28	444,258	108,399	335,859	4,909,781
29	457,586	111,651	345,935	4,563,846
30	471,313	115,000	356,313	4,207,533
31	485,452	118,450	367,002	3,840,531
32	500,016	122,004	378,012	3,462,519
33	515,017	125,664	389,353	3,073,166
34	530,467	129,434	401,033	2,672,133
35	546,381	133,317	413,064	2,259,069
36	562,772	137,316	425,456	1,833,613
37	579,656	141,436	438,220	1,395,394
38	597,045	145,679	451,366	944,027
39	614,957	150,049	464,907	479,120
40	633,405	154,551	478,854	266

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: BSD Tech Center South Hangar Lease

	Approval:	Meeting Date:
☒	Board of Finance	3/18/24
☒	City Council	3/25/24
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/8/2024	N. Longo
Mayor's Office informed and approved memo	Yes	3/14/2024	J. Redell
Board/Commission, if required	Yes	3/13/2024	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/13/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	2/14/2024	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

INNOVATION & TECHNOLOGY DEPARTMENT

CITY OF BURLINGTON

149 Church Street, Burlington, VT 05401

Phone: (802) 865-7000



TO: City of Burlington Board of Finance & City Council

FROM: Michael LaChance, Fire Chief & Scot Barker, Chief Innovation Officer

DATE: March 18, 2025

RE: Contract for TylerTech FireCAD Cloud Migration

Overview:

For the Burlington Fire Department, the FireCAD (computer aided dispatch) system from Tyler Technologies is a critical piece of technology. This system is tasked with making sure the first responders in the Burlington Fire Department have accurate real-time-data, ensuring they can do their job with the best information when lives are on the line.

Currently, the Tyler Technologies FireCAD system is housed on-premises, running on hardware that is at least seven years old with no built-in redundancy. If a piece of hardware were to fail today, the system would be down for as long as it takes to fix the hardware, possibly leaving our community at risk. Further complicating this situation is that the system needs have grown. It is beyond time to upgrade the hardware on this critical system. In looking at the options (on-premises vs. Cloud-based), there were several considerations:

- Purchasing new on-premises hardware (including hardware to provide for redundancy) will cost at least \$50,000, plus another \$25,000 to build in redundancy that currently does not exist.
- Tyler is actively moving all of their technology into their dedicated cloud environment and will require all on-premises TylerTech FireCAD customers move to the cloud no later than 2030.
- If the City purchased replacement hardware for our on-premises system, the cost for migration to that new hardware would start at \$40,000, and the City would have to pay another migration fee down the road (less than 5 years) to migrate onto the TylerTech cloud. Moving to the cloud-based system today eliminates paying a second round of migration fees.

Given the critical nature of the FireCAD system, the cost to purchase, install, and support an on-premises system only to have to pay to move it to the cloud at a later date, it became clear that the best option is to move this system to the cloud now. This will provide the following benefits:

- Eliminate the need to purchase and maintain on-premises hardware (\$50,000 for hardware, \$25,000 for redundancy, \$1500/month to contract with a third-party for 24/7 support/maintenance for that hardware and operating systems)
- Guaranteed uptime, always on current FireCAD release, and latest patches on hardware and operating systems performed by TylerTech with no downtime incurred
- Fully redundant system

Moving to the cloud based FireCAD system from TylerTech will require a one-time migration fee of \$75,000 and will cost \$89,500 per year in system and cloud hosting costs. The annual cost of the cloud-based system is approximately \$15,000 more than the current annual cost of the on-premises system (this takes into account system fees, contractor fees, and hardware costs for a system without redundancy). This will be paid for through the I&T budget.

Board of Finance Motion:

1. *To approve and recommend that the City Council authorize the Fire Chief and/or the Chief Innovation Officer to execute a three-year contract with TylerTech to provide cloud based FireCAD services for a total contract value not to exceed \$385,000 (including \$75,000 for implementation and system migration services and three years of an annual software and hosting cost of \$89,500), subject to review and approval by the City Attorney's Office.*

INNOVATION & TECHNOLOGY DEPARTMENT

CITY OF BURLINGTON

149 Church Street, Burlington, VT 05401

Phone: (802) 865-7000



City Council Motion:

2. *To approve and authorize the Fire Chief and/or the Chief Innovation Officer to execute a three-year contract with TylerTech to provide cloud based FireCAD services for a total contract value not to exceed \$385,000 (including \$75,000 for implementation and system migration services and three years of an annual software and hosting cost of \$89,500), subject to review and approval by the City Attorney's Office.*

Board of Finance and City Council Submission Checklist

Department: Burlington Fire Department & Innovation & Technology Submitter: Michael LaChance, Chief
Scot Barker, CIO

Title/Subject: UKG Payroll and Human Resources Software

	Approval:	Meeting Date
☒	Board of Finance	3/18/2024
☒	City Council	3/25/2024
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/11/2024	Scot Barker – IT, Michael LaChance – Fire Chief
Mayor’s Office informed and approved memo	YES	3/13/2024	Jordan Redell
Board/Commission, if required	N/A		
City Attorney’s Office has approved contract and/or legal documents, -Identify attorney in note			Contract under review by vendor. Approval to be granted pending City Attorney approval of contract (Hayley McClenahan)
City Attorney’s Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	yes	3/13/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	3/13/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	Yes	3/11/2024	Approved, Scot Barker

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	No	Vendor reviewing City of Burlington Contract. Approval

Board of Finance and City Council Submission Checklist

		to be granted pending City Attorney approval of contract. Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Scot Barker, CIO Michael LaChance, Fire Chief

INNOVATION & TECHNOLOGY DEPARTMENT

CITY OF BURLINGTON

149 Church Street, Burlington, VT 05401

Phone: (802) 865-7000



TO: City of Burlington Board of Finance & City Council

FROM: Kerin Durfee, Director of Human Resources & Scot Barker, Chief Innovation Officer

DATE: March 18 and 25, 2024

RE: Contract for UKG Payroll and Human Resources Software

Overview:

In 2007, the City of Burlington purchased the Kronos/UKG timekeeping system through MM Hayes, a software company and UKG reseller, and in October of 2020 the City purchased the NeoGov system to supplement it. Together, these systems serve as the backbone for the Human Resources information system at the City of Burlington. Unfortunately, however, these two systems are both expensive in their current iterations, and do not seamlessly address the varying needs of the City's employees and supervisors.

The Kronos/UKG system offering from MM Hayes suffers from a layer of complexity added by data entered and maintained by various employees over the years such as contractual pay rules. Kronos, in its current iteration is being used solely as a repository for time tracking and not customized to track accruals, anniversaries; nor does it flag important dates or store any data with the exception of time tracking and pay rules. Instead, the time keeping data is imported to the City's current system of record, New World which is reaching obsolescence.

NeoGov supports the City's hiring process from onboarding to off boarding, hosts a digital training library and some employee records. Unfortunately, NeoGov is expensive annually and requires the HR team to manually build in process which has been cumbersome and, in some cases, unsuccessful, and more time is being spent managing the system than is gained by the system.

After escalating several issues effecting the City of Burlington to UKG directly (bypassing MM Hayes who was unable to assist with the issues), it became evident that a full UKG reset would be advantageous to the City in terms of functional improvements to both the Payroll and Human Resources departments but would also result in a substantial annual savings to the City of Burlington. Given the unique situation, the Chief Administrative Officer approved this course of action as compliant with the City's procurement policy.

Working with UKG directly instead of working through MM Hayes will result in a minimum of \$14,000 savings per year by eliminating MM Hayes and not renewing the NeoGov contract. Savings could go up to \$62,000 per year if additional modules in Tyler New World can be replaced by the full UKG suite. The full UKG Suite includes employee self-service, a benefits management suite and would still allow the City to import data to New World for financial process. This technology will add greater efficiency in benefit tracking and reporting which could bring additional efficiencies to things like open enrollment.

Given the growing complexity of the payroll and human resources needs at the City, the improved functionality and service the City will experience by working directly with UKG and the budgetary savings by contracting directly with UKG, the Human Resources and Innovation & Technology Departments strongly recommend and respectfully request that the Board of Finance and City Council approve a new agreement with UKG.

This will be paid for out of the Innovation & Technology software licensing and maintenance budget using funds previously allocated to MM Hayes and NeoGov.

Board of Finance Motion:

1. *To approve and recommend that the City Council authorize the Director of Human Resources and/or the Chief Innovation Officer to execute a three-year contract with UKG to provide payroll and human resources information technology services for*

INNOVATION & TECHNOLOGY DEPARTMENT

CITY OF BURLINGTON

149 Church Street, Burlington, VT 05401

Phone: (802) 865-7000



a total contract value not to exceed \$550,000 (including \$38,000 for implementation and system migration services), subject to review and approval by the City Attorney's Office.

City Council Motion:

2. *To approve and authorize the Director of Human Resources and/or the Chief Innovation Officer to execute a three-year contract with UKG to provide payroll and human resources information technology services for a total contract value not to exceed \$550,000 (including \$38,000 for implementation and system migration services), subject to review and approval by the City Attorney's Office.*

Board of Finance and City Council Submission ChecklistKerin Durfee, Director of Human
ResourcesDepartment: Human Resources & Innovation
& Technology

Submitter: Scot Barker, CIO

Title/Subject: UKG Payroll and Human Resources Software

	Approval:	Meeting Date
☒	Board of Finance	3/18/2024
☒	City Council	3/25/2024
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/13/2024	Kerin Durfee & Scot Barker
Mayor's Office informed and approved memo	yes	3/14/2024	Jordan Redell
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note			Hayley McClenahan (still working with UKG on final version of contracts, to be approved by City Attorney post BoF/CC approval)
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	yes	3/13/2024	Hayley McClenahan (still working with UKG on final version of contracts, to be approved by City Attorney post BoF/CC approval)
CAO has reviewed budget, financing, and memo	Yes	3/13/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	3/13/2024	Kerin Durfee
CIO, if an IT-related investment/purchase	Yes	3/13/2024	Scot Barker

Materials Included

Board of Finance and City Council Submission Checklist

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	No	Under review by UKG, will be approved by Hayley McClenahan post BoF/CC approval Click or tap here to enter text.
Additional Materials, if necessary	Yes	SOW from UKG Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Scot Barker, CIO Kerin Durfee, Director HR



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance

FROM: Phillip Peterson, PE, Public Works Engineer
Dora Bean, Associate Public Works Engineer

DATE: March 18, 2024

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE, Assistant Director of Public Works/City Engineer
Corey Mims, PE, Senior Public Works Engineer
Laura Wheelock, PE, Senior Public Works Engineer

RE: CY24 Paving Contract

Request

The Department of Public Works ("DPW") seeks approval and authorization from the Board of Finance and City Council to execute a construction contract with Engineers Construction Inc. for the Calendar Year 2024 Paving in the amount of \$1,027,573.00 with an additional \$289,628.00 (~30%) in contingency funds, totaling \$1,317,201.00.

Executive Summary

The paving work consists of traffic calming features, lowering and raising catch basins, manhole structures, and water valves throughout the project streets. Additionally, as part of the City's commitment to accessibility and inclusivity, the CY24 Paving project will make progress toward the City ADA transition plan. This includes ensuring that all adjustments and updates to curbs, driveway aprons, sidewalk panels, and sidewalk ramps adhere to ADA guidelines and facilitate ease of access for individuals with disabilities.

DPW is prepared to move forward with its Calendar Year ("CY") 2024 Paving, which involves the mill and fill along with other roadway improvements of the following streets:

Street	Limits	Length (miles)
North Avenue	Plattsburgh Ave. to Shore Rd.	~0.61
Staniford Road	Oakland Terrace to North Ave.	~0.35
	Total	~0.96

Mill and Fill Streets: This work will involve milling off the top course of pavement and applying a new top course to the road.

Patching Streets: Patching work in paving involves repairing damaged or deteriorated sections of road surfaces. This process includes milling the deteriorated surface and keying in the new pavement to ensure a longer life for the patched section. After assessing the extent of the damage, the affected area is removed and prepared for new asphalt or other paving material. Finally, the patched area is carefully applied and compacted to ensure a smooth and durable surface, restoring the road's integrity and safety.

Patching Anticipated Streets	Combined Length (miles)
Fairmount St, Archibald St, Intervale Ave., Woodbury Rd., Robinson Parkway, Cliff St.	~0.50

Background

There are some common factors DPW Staff consider when selecting streets to pave and patch. DPW Staff often prioritize paving streets which are in the worst condition; pavement condition (PCI) is assessed and statistically tracked with the annual pavement condition index. DPW Staff also use traffic volume in determining which streets have priority for paving; streets which have high traffic volumes may be prioritized for paving as they are more prone to wear and tear. In addition, coordination with other City projects helps drive which streets are selected. Streets chosen for patching are those which could be maintained or avoid future failure through smaller-scale preventative maintenance.

The Pavement Condition Index (PCI) serves as an important metric for evaluating the state of road infrastructure. It provides valuable data for prioritizing maintenance and repair efforts, aiming to ensure safe and efficient travel for residents and visitors alike. With a target PCI of 72, the current score of approximately 67 isn't inherently alarming. However, DPW Staff anticipates a decline in the PCI over the next five years, largely due to insufficient funding for paving projects. At the current funding levels, DPW Staff will be able to pave approximately one mile per year, posing a considerable challenge in maintaining and improving the City's road network. Some of the City's grant-funded projects like the Champlain Parkway and Great Streets Bank & Cherry help supplement paving activities, but still leave us short of our reinvestment goal.

Contingency

The proposed contingency amount is \$289,628.00; this constitutes 30% of the overall project budget. Our paving projects usually include a contingency between 10% and 20%; however, we anticipate a significant portion of the additional contingency will be essential for additional patching efforts. As we approach the end of Winter, it is anticipated that a number of additional streets will necessitate patching due to wear and tear. Having the funding available in contingency will avoid increased costs resulting from delays. Ultimately, our aim is to leverage as much of this funding as possible to address these impending maintenance needs effectively.

Funding for Project

DPW is seeking to create the following Capital Project Budget with FY25 finances, for the CY24 Street Reconstruction Program from the following funding sources, see Attachment-1:

Account Number	Account Name	Amount Available
842-19-700-770.4990_840	Street Paving Street Capital	\$ 1,117,201.00
842-19-700-770.4875_130	TH VTrans Grant (for work on North Ave.)	\$ 200,000.00
	Total Project Funding Sources:	\$ 1,317,201.00

The total available funds to be used towards the contract is \$1,317,201.00.

With 95 miles of streets within the City, a sustainable level of annual paving is approximately 4 miles per year. The CY24 paving program of ~1 mile (with 0.5 miles of patching) fall significantly short of this goal due to several factors:

- General Fund capital constraints: After years of supplemental support from voter-approved capital bonds, there is such constrained remaining GF capital bond funding now that no additional annual support from the bond is planned to supplement the 2024 paving program (funded from the street capital tax).
- For the FY25 capital budget, remaining bond funding will support other transportation initiatives totaling \$2,830,598; not all of this has been secured.
- Future GF capital constraints: With the existing and approved borrowing, the City's future borrowing is expected to be very limited over the next couple of years – which limits our financial creativity with our current paving program.
- Local match for grant-funded projects: Given the tightness of local capital funding, City staff has been very successful securing a range of transportation grants to stretch our local funding. That said, with many grant-funded projects we are having to dedicate our scarce capital funding, including Street Capital, to meet our local match obligations.
- Inflationary environment: In the last five years, there has been a notable increase in construction expenses, indicative of an inflationary trend. For instance, in 2019, the estimated cost per mile for paving stood at \$429,000. By 2022, this figure had surged to \$1,350,000 per mile. However, there is a glimmer of optimism in the bidding process for the 2024 Paving contract, with bids coming in at \$930,000 per mile. This marks a considerable decrease compared to previous years yet still more than double the estimated cost per mile of just five years ago. DPW Staff remains cautious, expressing skepticism about the sustainability of this downward trend.

Contractor Bid/Selection

This year's invitation for bids resulted in two qualified bids being submitted; Engineers Construction Inc. (ECI), S.D. Ireland Brothers Corporation (SDI), see Table-1. The values shown in Table-1 are the audited bids of the bidders.

Table 1 – Bids Results for Construction Contract

Contractor	Base Bid Tab-1 Paving Work	Add Alt 1	Add Alt 2	Total Bid
ECI	\$676,902.25	\$255,056.50	\$95,614.25	\$1,027,573.00
SDI	\$877,075.80	\$350,342.75	\$146,982.80	\$1,374,401.35

An Equal Opportunity Employer

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Based on the bids received, DPW Staff recommends awarding the CY24 Paving contract to ECI. The contract to be awarded to ECI is \$1,027,573.00. DPW Staff are also requesting authorization to use an additional \$289,628.00 (~30%) in contingency funds. Combined the total requested amount is \$1,317,201.00.

Attachments

1. CY24 Paving project budget.

Questions

Thank you for your consideration of these requests. If you have any questions, please feel free to contact:

Phillip Peterson: ppeterson@burlingtonvt.gov, (802) 598-8356

Dora Bean: dbean@burlingtonvt.gov, (802)829-6046

Corey Mims: cmims@burlingtonvt.gov, (802) 922-5001

Motions

Board of Finance:

1. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds from the above-referenced funding sources, as further detailed in the attached CY24 paving project budget, as needed to a total of \$1,317,201.00 for the projected construction costs to complete the CY24 Paving project.
2. To approve and recommend the City Council authorize the Director of Public Works, or their designee, to execute a construction contract with Engineers Construction Inc. for the CY24 Paving project in the amount of \$1,027,573.00, with an additional \$289,628.00 in contingency funds, equaling a total authorized expenditure of \$1,317,201.00, subject to the final review and approval by the Office of the City Attorney.

Project:	842 Street Reconstruction Program- CY24 Paving Contract Budget			
Project Manager:	Phillip Peterson			
Last Updated:	29-Feb-24			
N/W Account Code:				
Description:	CY24 Paving			
FUNDING SOURCES:			Total	
842-19-700-770.4990_840	Street Paving Street Capital	\$ 1,017,201.00	\$ 1,017,201.00	
842-19-700-770.4875_130	TH Federal Grant (for work on North Ave.)	\$ 200,000.00	\$ 200,000.00	
842-19-700-770.4990_840	Street Patching (listed as add alternate work in the CY24 Paving Contract)	\$ 100,000.00	\$ 100,000.00	
Total Project Funding Sources:		\$ 1,317,201.00	\$ 1,317,201.00	
Project Budget Expenses:	Line Item		FY25	
842-19-700-770.8040_840	CY24 Paving and Patching	\$ 827,573.00	\$ 827,573.00	
842-19-700-770.8040_100	TH Federal Grant (for work on North Ave.)	\$ 200,000.00	\$ 200,000.00	
Current Project Expenses:		\$ 1,027,573.00	\$ 1,027,573.00	

Board of Finance and City Council Submission ChecklistDepartment: Public Works Submitter: Phillip PetersonTitle/Subject: CY24 Paving Contract

	Approval:	Meeting Date:
☒	Board of Finance	3/18/2024
☒	City Council	3/25/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/12/2024	Chapin Spencer
Mayor's Office informed and approved memo	Yes	3/13/2024	Jordan Redell
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/11/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	3/12/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	No	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Project Budget
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

MEMORANDUM

TO: Board of Finance, City Council
DATE: March 18 and March 25, 2024
FROM: Samantha Dunn, Asst. Director for Community Works, CEDO
CC: Cindi Wight, Director, Burlington Parks, Recreation & Waterfront
Doreen Kraft, Director, Burlington City Arts
Brian Pine, Director, CEDO
RE: Request to Execute a Contract and Property Use Agreement with
Friends of the FRAME

Request:

The Community & Economic Development Office (“CEDO”) is seeking approval and authorization to enter into a contract and property use agreement with Friends of The FRAME (Friends) for ongoing activations at the Moran FRAME and development of a capital strategy for implementation of the Moran FRAME phase 2 vision.

Background/Context:

On November 15, 2022, the City cut the ribbon on the completion of the first phase of construction at the Moran Frame, realizing the vision that peeled back the brick exterior to reveal the building’s steel superstructure, while retaining Moran’s distinctive tiered shape, resulting in an open-air park surrounding the historic structure of the Moran Plant, painted a striking red. The completion of the first phase of redevelopment of the Moran Plant site has resulted in the activation of the abandoned site, with improved public access to the waterfront, and framework for further activation and future phases of development.

In preparation for the ribbon cutting and opening of this new park, in 2022, the City entered into a contract with the newly formed non-profit to pilot a partnership in which Friends to focus on programming and activating the site. Late in 2022, Friends launched a successful Better

Places crowdfunding campaign raising a total of \$60,000 for infrastructure investment at the Frame including:

- Bench Swings (designed and fabricated with Generator Makerspace)
- Wifi Hotspot
- Seating and tables and all-ages lawn games
- Public restroom pilot in partnership with Burlington-based company Wasted*
- Secure on-site storage with historical exhibit and community idea board

Throughout the summer of 2023, Friends provided free weekly movie nights with lawn games, music and on-site vendors with support from Burlington City Arts and supported the site-specific art installation and opening event, Blue Alchemy by Renée Greenlee.

On April 24, 2023 CEDO provided an update on the status of the Moran Frame project and budget and City Council approved a Budget Amendment increasing the Moran Frame capital budget and authorized expenditures of these funds for future planning and construction phases.

On May 1, 2023 City Council approved a \$600,000 investment of ARPA funds for further investment in the *Expanded Waterworks Park Connections & Moran Frame Enhancements*. These funds will be utilized for a near-term Phase 1B which will make additional infrastructure investments in the site that respond to lessons learned over the past two years and public feedback gathered during 2023. This work is intended to dovetail with the scope proposed for phase 2 with a focus on accessibility, performance and event infrastructure, and additional vendor infrastructure. We anticipate this work will begin this summer and continue in the 2025 construction season.

On June 08, 2023 City Council approved the contract with Michael Van Valkenburgh Associates for the Phase 2 Conceptual Planning and Scoping. This work concluded last month with the unveiling of the Phase 2 vision that would take the Moran FRAME from being a local treasure to a national destination with year-round activity, recreation, and commerce. The design includes space for concerts and performances, expansive views, year-round activity including a skating ribbon, markets, waterfront seating, and public art and was developed with significant public input. The Phase 2 vision can be seen [here](#). A summary of public engagement can be seen [here](#).

About the Phase 2 Design and Community Process

The design was developed in partnership with Utile; SE GROUP; Engineering Ventures; Freeman French Freeman; Domingo Gonzalez Associates; and Altieri Sebor Wieber, LLC.

One of the design team's earliest tasks was creating a detailed Public Engagement Plan in coordination with the City Project Team, outlining the format and objectives of public meetings and workshops with local stakeholders. The outreach effort began with an online and mail-in survey intended to gather the

community's greatest aspirations for the site, garnering more than 550 responses. Above all else, Burlington residents were interested in concerts and performances, expansive views, year-round activity, markets, waterfront seating, and public art—provisions for all of which were included in the final design. The meetings, which took place in September and November of 2023, included a site walk, presentation, and a physical model constructed by MVVA to facilitate feedback. The result of these engagements is a [cohesive vision informed by deep collaboration](#):

- Accessible paths have been elevated onto a series of gently sloping mounds that echo the mountains across Lake Champlain in miniature, allowing visitors to climb higher into the remaining steel structure and experience panoramic views of the waterfront. Four footbridges connect the site's high points and to Level 2 of the FRAME, which will become an event platform that connects to a Level 3 lookout platform via stairs and an elevator. Together, the two new floors will have the ability to accommodate a substantial amount of visitors and a broad spectrum of events. On the ground level within the former building's footprint, visitors will be able to pass through a garden filled with high-limbed ginkgoes that poke through gaps in the structure, and the south side of the Frame will provide covered bays for food and beverage vendors.
- A skating ribbon will wind around the FRAME and through the new landforms in a figure-eight path, offering year-round skating activities (ice skating in winter, roller skating in the warmer months) that will draw many more visitors to the park. At the steepest slopes of the constructed mounds, pockets of local stone and birch trees will give skaters the impression of moving through a meandering wilderness trail as they round each corner. Each hill tapers into a sloped lawn at the center of the site, forming a half-acre bowl capable of hosting 2,000+ visitors for performances when the ribbon is not in use, while offering year-round areas for picnicking and informal gatherings. Along the western edge of the existing Andy A_Dog Williams Skatepark, tiered concrete seating creates a viewing amphitheater and gathering area for skatepark users.
- The park's planting palette echoes typical Vermont shoreline environments with a mix of birch, sugar maples, and native arborvitae, and the site's existing swale has been reimaged as an expanded wetland and the primary stormwater-retaining feature of the landscape.
- To improve connections between the FRAME and Burlington neighborhoods, the arched path of Waterworks Park is routed directly into the high-activity southern promenade of the Frame, and site entrances have been routed into the multimodal Island Line Trail at multiple locations. On the waterfront, a timber boardwalk and pier will provide a more inviting edge to enjoy views of Lake Champlain.

Friends of The FRAME x BTV Partnership

At this time we are seeking to enter into a contract with Friends to continue the on-site activations and free public programming over the next two summers with movie nights, performances and art installations. The agreement anticipates that the Friends will raise funds to cover a portion of the costs associated with the programming and activations (at a level of \$10,000 in the first year and \$25,000 in the second year) and that the City will cover a portion of the cost - \$65,000 over the two year period.

The Contract also includes the development of a capital campaign strategy for the Phase 2 vision presented earlier this year. Implementing the bold, long-term community vision will require new partnerships, philanthropic and grant support, and other financing. The scope of work, budgeted at \$40,000 will include a capital campaign feasibility study, operation of a Phase 2 “Pop-up” site for initial meetings with potential donors and access by the public and development of a fundraising and grant approach/strategic plan. This initial work proposed with Friends will help assess the feasibility of raising the required funds and develop a plan for moving forward.

At this time we are also seeking to enter into a Property Use Agreement with Friends. This agreement would formalize the partnership with Friends and their ability to activate the site as well as to clarify the roles of Burlington City Arts (BCA) and Burlington Parks, Waterfront & Recreation (BPRW) in this important collaborative effort. The agreement proposes a five-year period in which BPRW will be responsible for the day-to-day maintenance of the site and the City will maintain the right to activate the site for events such as the Vermont City Marathon, Independence Day and New Year’s Eve and other priority events as determined by the City, while Friends will take the lead on all other site activations and managing bookings for the site by others. With this agreement, Friends and the City are committing to work collaboratively each year to set the schedule for events at the FRAME. The Agreement also creates a structure for revenue sharing (all of which is intended to be invested back into the operation and activation of the FRAME) and commits to ongoing collaboration between the City and Friends.

Funding & Budget

This work will be paid for with the remaining funds from Phase 1A.

Phase 1a Contingency	\$165,399
Additional Waterfront TIF	\$500,842
	\$666,241
Phase 2 Concept Design	(\$256,500)
Remaining Phase 1a Funds	\$409,741

The table below shows the proposed budget for ongoing activation and transformation of the Moran FRAME.

<u>Sources</u>		<u>Uses</u>	
Phase 1A Remaining	\$409,741	Friends of The FRAME Activations (2024+2025)	\$65,000
ARPA Infrastructure	\$600,000	Phase 1B	\$600,000
CDBG	\$100,000	Phase 2 Capital Feasibility/Strategy	\$40,000
		Phase 2 Project	\$404,741
Total	\$1,109,741	Total	\$1,109,741

Attachments

1. Draft Contract
2. Draft Property Use Agreement
3. The FRAME Update – Parks Arts & Culture Committee 2024_01_24

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to enter into a Property Use Agreement and a Contract with Friends of the FRAME for the purposes of ongoing collaboration, activation of the site and development of a Phase 2 capital strategy with a maximum limiting amount of \$105,000, both subject to final review and approval of the City Attorney's Office.

City Council Motion:

To approve and authorize the Director of the Community & Economic Development Office to enter into a Property Use Agreement and Contract with Friends of the FRAME for the purposes of ongoing collaboration, activation of the site and development of a Phase 2 capital strategy, with a maximum limiting amount of \$105,000, subject to final review and approval of the City Attorney's Office.

PROPERTY USE AGREEMENT

This Property Use Agreement (this "Agreement") is entered on _____, 2024 (the "Effective Date") between the City of Burlington, a Vermont municipal corporation with a principal address of 149 Church Street, Burlington, VT 05401 (the "City") and Friends of Frame, L3C, a Vermont low profit limited liability company with a principal address of 1085 Pine Street, Burlington, VT 05401 ("Partner"), with respect to the following facts:

- A. The City owns certain lands on the Burlington waterfront and holds those lands in the public trust. The Moran FRAME (the "Frame") is located at 475 Lake Street on the waterfront. The Frame was born from the remnants of a former coal-fired power plant on the shores of Lake Champlain and is an ever-evolving public space that seeks to empower imagination through art, nature, and connection.
- B. Partner was organized to support and advance the community offerings and other activities to be conducted at or near the Frame, including by facilitating programming, soliciting donations, and promoting the Frame. Partner and the City entered a contractor agreement on July 11, 2022, in which the parties agreed that Partner would act as an independent party to support and advance community offerings, activities, and special projects at the Frame. In performing under the 2022 contractor agreement, Partner has demonstrated its commitment and ability to collaborate effectively with the City to manage the Frame.
- C. Of even date herewith, the parties have entered a new contractor agreement (the "Contractor Contract") with a two year term, pursuant to which the City will provide funding to Partner to help fund Partner's activities during 2024 and 2025. Partner intends to continue offering programming beyond 2025, and the parties are entering into this Agreement to confer use rights on partner in the Frame and City-owned real property at and around it (the "Site") for five (5) years from the Effective Date (the "Term"), subject to any mutually agreed upon amendments extending the term.
- D. The parties have each determined that entry into this Agreement is in the public interest to: (1) make the Site available for use by Partner in accordance with its mission, and (2) protect the City and its taxpayers from liability in connection with Partner's activities.

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. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.
- 2. License. The City hereby confers upon Partner a non-exclusive, non-transferrable, revocable license to use the Site in accordance with this Agreement. Nothing herein is intended to confer upon Partner any estate or interest in the Site, and no act or

omission by the City shall be deemed to grant, convey, give, or confer upon Partner any rights in the Site other than those expressly set forth herein. The Site is being made available to Partner AS-IS, WITH ALL FAULTS, regardless whether any condition of the Site is capable of being ascertained from inspection as of the Effective Date.

3. Shared Use of the Site.

- a. During calendar years 2024 and 2025, Partner shall offer programming at the Site pursuant to the Contractor Contract. In consultation with the City, Partner may conduct additional programming during those years. It is the intent of the parties that Partner will continue offering programming subsequent to 2025 in consideration of license hereby granted.
- b. Partner shall work with the City to determine available event dates for each calendar year and shall have first priority for dates before remaining dates are available to the public. Partner and the City will agree upon a calendar of events for each year. Dates will be finalized by February 28th of each calendar year of the Term.
- c. Notwithstanding anything to the contrary in paragraph (b) of this Section, the City will retain priority for all current annual events that use the Site, including the Vermont City Marathon, Independence Day festivities, and New Year's Eve/Highlight activities. If consistent with the City's use of the Site on such days, Partner may use a portion of the Site for concurrent, separate, private events within designated "VIP Areas".
- d. The parties shall meet and confer in good faith to develop a process by which Partner will handle all bookings for events at the Site not sponsored by Partner or the City. The process shall ensure that third-party event sponsors carry adequate insurance and agree to indemnify and defend the parties. It is not the City's intent in assigning booking functions to Partner to create a public forum for purposes of the First Amendment or other free speech protections under federal or state law, and the City shall retain ultimate control over the use of the Site for programming, consistent with the City's interests and policies. The City shall receive a minimum of twenty-five percent (25%) net revenues from such bookings to fund waterfront park maintenance.
- e. With prior permission from the City, which the City shall not withhold, condition, delay, or revoke unreasonably, Partner may operate, service, and maintain portable toilets at the Site, it being agreed and understood that the City shall not be responsible for any costs arising from a contract between Partner and a third-party in connection with such use. Such portable toilets shall be made available for public use unless agreed otherwise by the City in writing.

- f. The City may require additional event-related security and insurance for programming offered by Partner, to be provided by Partner at its own expense or that of an event presenter under contract with Partner.
4. City Responsibility for the Site. The City shall operate and maintain the Site. Day-to-day public safety and security for the Site is a City responsibility. The City will consider any input from Partner regarding the City's operations and maintenance plans and schedules for the Site. Should any third-party services be required by the City in connection with its ordinary operations and maintenance of the Site (the costs of which to be borne by the City), except in case of emergency, the City shall provide Partner as reasonable opportunity to review and comment on procurement documents prior to publication. Subject to the City's obligations under this Section to consult with Partner, the City shall be the final decision-maker for all staffing, scheduling, and other day-to-day operational matters in relation to the Site.
5. Vendors & Volunteers.
- a. Partner may retain the services of qualified event production and/or support staff or vendors for events at the Site. To the greatest extent possible, Burlington City Arts and Burlington Parks Recreation & Waterfront ("BPRW") will be given priority to provide such services. Both City entities may charge a reasonable fee for services or other resources provided to Partner.
 - b. Partner may collaborate and enter agreements with local organizations, business, and individuals to present or support programming, activities, and other offerings at the Site sponsored by Partner, including food and beverage offerings. Notwithstanding the foregoing, it is agreed and understood that the City does not intend to create a public forum at the Site for purposes of the First Amendment or other free speech protections under federal or state law, and the City shall retain ultimate control over the use of the Site for programming by Partner or anyone acting in concert with Partner, consistent with the City's interests and policies.
 - c. Partner may recruit volunteers for event support, awareness, and fundraising campaigns, and for Site cleanliness activities, such as litter pickup and needle sweeps.
 - d. The City shall have no liability whatsoever for the acts or omissions of Partner or its employees, vendors, contractors, agents, partners, or volunteers.
6. Revenue.
- a. The parties will cooperate in good faith to pursue grant funding in connection with the Frame, it being agreed and understood that grant acceptance by the City and any grant agreement with a third-party may require approval from the City's Board of Finance and/or City Council. Partner may pursue grant funding to support programming or improvements to the Site, it being agreed and understood that

use of funds shall be consistent with this Agreement, and that any alteration to City property shall be subject to City approval in its sole discretion.

- b. The parties may collaborate to raise funds for specific capital projects upon the Frame, which funds shall be held and managed by the City. Any cooperative capital project shall require a separate, formal written agreement between the parties.
- c. Subject to approval from the City's Parks & Recreation Commission, (if required by the City), Partner may use the Site for revenue-generating activities, provided any revenue generated from such activities shall be used exclusively to cover the organizational, operational, and programming costs of Partner. Such revenue-generating activity may include the sale of Frame merchandise. Partner shall obtain, or cause to be obtained, such federal, state, or local approvals or permits as may be required for such activities, it being agreed and understood that nothing herein shall be construed as a waiver of the City's regulatory authority in connection with any required City approvals or permits. Unless agreed otherwise in writing by the City, at least fifty percent (50%) of Partner's net revenues from such activities shall be used for programming under this Agreement.
- d. The City intends, in good faith, to share net revenues from the following activities equally (i.e., 50/50) with Partner: rent, fees, or percent sales collected by the City for vendor activities or ticketed events at the Frame.
- e. Partner intends, in good faith, to share with the City one-quarter of net revenues collected for events held in VIP areas, as described above in Section 3(c).
- f. If either party withholds any net revenues from the other party pursuant to paragraphs (c) and (d) of this Section, then the withholding party shall offer to meet and confer in good faith with the non-withholding party to discuss alternate arrangements for revenue sharing.

7. Intellectual Property & Marketing.

- a. Partner will assume responsibility for the costs associated with advertising any of its programming under this Agreement.
- b. Partner is not responsible for marketing and/or advertising materials and/or advertisement expenses related to City and/or third-party events at the Site. However, the City and third parties may use Partner's social media accounts (e.g. Facebook and Instagram accounts), website(s), and any pre-purchased advertisement space to promote activities at the Frame.
- c. The official web presence of the Frame, including the management and maintenance of Partner's website(s) and social media accounts (e.g., Facebook and Instagram accounts), shall be the responsibility of Partner. Partner shall

include a statement in social media accounts, if possible, that views and opinions are its own, and it shall do so on its website(s) if requested by the City.

- d. Any references to the Frame on City websites (including www.enjoyburlington.com), shall be accompanied by a statement substantially in the following form, unless otherwise agreed between the parties in writing: "The FRAME is owned and maintained by the City of Burlington and operated by agreement with a partner organization, Friends of the FRAME".
8. Exclusivity. During the Term, the City shall not enter any agreement, discussion, or negotiation for the purpose of effectuating or entertaining proposals that would conflict or interfere with Partner's rights and privileges hereunder.
9. Indemnification & Insurance. The indemnification and insurance provisions set forth in **Exhibit A** are incorporated herein by this reference as though fully set forth. The City maintains policies of general liability insurance and shall ensure that the Site and operations there are covered under such policies of insurance.
10. Term. The parties' respective rights and obligations hereunder shall commence on the Effective Date and shall continue for the duration of the Term; provided that obligations under this Agreement for indemnification shall survive termination hereof. The parties may extend the Term by formal, written amendment to this Agreement. Subject to the Contractor Contract, either party may terminate this Agreement early for convenience on ninety (90) days' written notice to the other party, and either party may terminate this Agreement in case of the other party's material breach hereof following written notice. If the breach is capable of being cured, then prior to termination the breaching party shall be entitled to a reasonable opportunity to cure of not less than thirty (30) days.
11. Independent Contractors. The parties are independent contractors of one another, and neither party is the agent or principal of the other. By entering this Agreement, neither party intends to form a partnership, joint venture, or similar enterprise.
12. Interpretation. There are no third-party intended beneficiaries of this Agreement. This Agreement shall not be construed against its drafter, but instead any ambiguity shall be construed liberally in furtherance of its objects and purposes as set forth in the Recitals.
13. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings relating to the same, whether written, oral, or implied.
14. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in force to the extent necessary to effectuate the original intent of the parties as closely as possible.

15. Assignment. Neither party shall assign this Agreement without the written consent of the other party, but the obligations of this Agreement shall both remain personal to each party and shall inure to each party's respective successors and assigns notwithstanding any failure to obtain consent to an assignment.
16. Waiver & Amendment. No waiver of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision. This Agreement may not be amended except in a writing executed by both parties. Wherever this Agreement directs the parties to reach further commitments after meeting and conferring in good faith, their commitments may be implemented without formal amendment to this Agreement; provided, however, an amendment shall be required to: (1) commit additional City-owned real property to Partner's use; (2) commit City funds to Partner's use, other than net revenues from vendor activities or ticketed events at the Frame, as contemplated herein; or (3) commit the City to any capital project, not including routine maintenance of the Site.
17. City Representatives. The City's representatives for implementation of this Agreement shall be the CEDO Director or designee, the BPRW Director or designee, and the Burlington City Arts Director or designee.
18. Choice of Law & Venue. This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles. Venue for this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any law to the contrary.
19. Dispute Resolution. Neither party shall file any litigation arising from this Agreement without first attempting in good faith to resolve the parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction. In case of any litigation arising from this Agreement, the prevailing party shall be entitled to recover attorneys' fees and costs.
20. Notice. Any notice required under this Agreement shall be given to the receiving party at the address in the opening paragraph, unless another address is given by notice. In case of personal delivery, notice shall be deemed given upon receipt. In case of notice by U.S. mail, notice shall be deemed given three (3) days after deposit in the mail. In case of notice by overnight courier, notice shall be deemed given the day after deposit with a reputable courier. In case of notice by electronic means, notice shall be deemed given upon written acknowledgment of receipt.
21. No Recording. Neither party shall file this Agreement or any abstract hereof in the City's Land Records.

22. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile shall be deemed an original. The signatories of this Agreement represent and warrant their authority to bind their respective parties hereto.

[Signatures on Following Page]

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IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

CITY OF BURLINGTON

By: _____
Miro Weinberger, Mayor

FRIENDS OF THE FRAME, L3C

By: _____
Zachary Campbell, Manager

DRAFT

EXHIBIT A INSURANCE & INDEMNIFICATION

As used in this exhibit, the term "Contractor" refers to Partner.

INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required.

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

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

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability) shall be endorsed to name the City and its officers, employees, agents, successors, and assigns as additional insureds on a primary, non-contributory basis. Each policy shall be endorsed to waive subrogation against the City.

- A. Commercial General Liability And Property Damage: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to ensure that commercial general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

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

Coverage limits shall not be less than:

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

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

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

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

D. Umbrella/Excess Liability:

1. \$1,000,000 Each Event Limit
2. \$1,000,000 General Aggregate Limit
3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer Liability.

INDEMNIFICATION: Contractor shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (collectively, the "Indemnitees") from and against all claims, causes of action, lawsuits, damages, liabilities, liens, judgements, penalties, fines, and costs (including attorneys' fees and costs) of every kind and nature whatsoever (collectively, "Claims") arising from or relating to this Agreement or Contractor's operations hereunder (including those of any subcontractor, agent, or volunteer of Contractor), excepting any Claims arising from the City's own gross negligence, willful misconduct, or sole and active negligence in the maintenance of City property. Contractor's indemnification and defense obligations shall survive termination of this Contract, and Contractor shall ensure that any subcontractor for work under this Contract requires the subcontractor to satisfy the same indemnification obligations in favor of the Indemnitees.

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CITY OF BURLINGTON
DRAFT CONTRACTOR CONTRACT

This Contractor Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and Friends of FRAME, L3C (“Contractor”), a Vermont corporation located at 1085 Pine Street, Burlington, VT 05401 .

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. **“Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Contractor, and **“Parties”** means the City and Contractor.
- D. **“Project”** means the Friends of the FRAME site activation and Moran Frame Phase 2 Capital Campaign strategy.
- E. **“Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. **Purpose.** The City of Burlington and its partner Friends of The FRAME successfully completed the 2022-2023 Pilot Project at the Moran Frame and has completed the Phase 2 Vision for the site by Michael Van Valkenburgh Associates (MVVA). To build upon these accomplishments and continue moving towards the vision of a year-round destination with high-quality free public programming, the City desires to continue working with Friends of The FRAME to continue activating the site with high quality free public programming and to explore the feasibility of implementing the Phase 2 vision developed.

3. EFFECTIVE DATE & TERM

- A. Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.
- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on December 31, 2025 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Contractor shall perform the services listed in Attachments A Friends of the FRAME Scope of Work dated March 4, 2024.

5. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Contractor for completion of the Work in accordance with Attachment A (Friends of the FRAME Scope of Work).

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

- B. Payment Schedule.** The City shall pay the Contractor as follows:

Payments for activation, events, infrastructure costs and capital campaign strategy will be paid upon receipt invoice or upon the receipt of a cost proposal for each event (with invoice backup).

The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$105,000. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.
- D. Invoice.** Contractor shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Samantha Dunn
Community & Economic Development Office
149 Church St, City Hall Room 32

Burlington, VT 05401
(802) 865-7000
sdunn@burlingtonvt.gov

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Friends of the FRAME Scope of Work, dated March 4, 2024

Attachment B: Burlington Standard Contract Conditions for Contractors

Attachment C: Burlington Livable Wage Ordinance Certification

Attachment D: Burlington Outsourcing Ordinance Certification

Attachment E: Burlington Union Deterrence Ordinance Certification

Attachment F: Contractor's Certificate of Insurance

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

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

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

Contractor
Friends of the FRAME, L3C

By: _____

Date: _____

City of Burlington
Community & Economic Development Office

By: _____

Brian Pine
Director

Date: _____

Attachment A:
Friends of The FRAME Scope of Work dated March 4, 2024

DRAFT



March 4, 2024

Samantha Dunn
Assistant Director for Community Works
Community and Economic Development Office
149 Church Street
Burlington, VT 05401

Re: Friends of The FRAME 2024 & 2025 Scope of Services

Dear Samantha,

Friends of The FRAME looks forward to collaborating with the City of Burlington in 2024 and 2025 to continue presenting high-quality public programming and activations at The FRAME. Friends also looks forward to developing a capital campaign strategy for Phase 2 of The FRAME, which was unveiled to the public on February 8, 2024.

Project Scope

Public Programming and Activations

1. Free outdoor "Movie Nights at The FRAME" series;
2. Live performances/concerts;
3. Call to artists for public art installation at The FRAME

Capital Campaign Strategy

1. Fundraising feasibility study;
2. Fundraising and grant approach/strategic plan;
3. Potential donor and project champion meetings at the FRAME Phase 2 HQ

Scope of Services

Public Programming and Activations

1. Plan, promote, facilitate, and sponsor the free "Movie Nights at The FRAME" series in collaboration with Burlington City Arts;
2. Work with local promoters to facilitate live performances/concerts at The FRAME;
3. Present, promote, and sponsor a call to artists competition for public art installations at The FRAME

Capital Campaign Strategy Development

1. Retain qualified fundraising and grant consultants to complete a capital campaign feasibility study and a strategic plan for an eventual capital campaign;
2. Rent and maintain the FRAME Phase 2 HQ (located at Wing 107, Main Street Landing), and maintain all Phase 2 presentation materials (physical model, rendering boards, etc.);
3. Host potential donor, project champion, and press meetings

Budget & Fees

Friends of The FRAME's budgets for the following are attached:

- Public Programming 2024 & 2025
- Phase 2 Capital Campaign Strategy

All budget line items are inclusive of Friends of The FRAME's fees.

Thank you, and I look forward to great things ahead!

A handwritten signature in black ink, appearing to read 'Zach Campbell', with a stylized, cursive script.

Zach Campbell

Founder/Director
Friends of The FRAME

Friends of The FRAME Public Programming 2024 & 2025

2024 Budget

Uses

Movie Nights	\$ 15,000
Live Events & Performances	\$ 10,500
Public Art & Placemaking	\$ 9,000
Ads & Marketing	\$ 8,000
Misc. Hard Costs, Maintenance, and Contingency	\$ 7,500
TOTAL	\$ 50,000

Sources

City Contribution	\$ 40,000
Sponsorships & Grants	\$ 10,000

2025 Budget

Uses

Movie Nights (5 events)	\$ 15,000
Live Performance (3 events)	\$ 10,500
Public Art & Placemaking	\$ 9,000
Ads & Marketing	\$ 8,000
Misc. Hard Costs, Maintenance, and Contingency	\$ 7,500
TOTAL	\$ 50,000

Sources

City Contribution	\$ 25,000
Sponsorships & Grants	\$ 25,000

**** All items include labor and overhead costs for Friends of The FRAME***

Friends of The FRAME Phase 2 Capital Campaign Strategy

2024 Budget

Uses

Phase 2 Capital Campaign Feasibility Study	\$ 25,000
Additional Fundraising and Grant Consultant Time	\$ 6,500
Wing 107 Rental for Phase 2 Materials (Physical Model, Rendering Boards, etc.)	\$ 8,500
TOTAL	\$ 40,000

Sources

City Contribution	\$ 40,000
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** All items include labor and overhead costs for Friends of The FRAME*

Attachment B:
Burlington Standard Contract Conditions For Contractors

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**ATTACHMENT B:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONTRACTORS**

1. **REGISTRATION:** The Contractor agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.
2. **INSURANCE:** Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker's compensation) shall name the City as an additional insured for the possible liabilities resulting from the Contractor's actions or omissions. The liability insurance furnished by the Contractor is primary and non-contributory for all the additional insured.

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

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

- A. General Liability And Property Damage: With respect to all operations performed by the Contractor, sub-contractors, agents or workers, it is the Contractor's responsibility to ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

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

Coverage limits shall not be less than:

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

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

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

C. Professional Liability Insurance:

1. General: The Consultant/Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

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

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

2. Deductibles: The Contractor is responsible for any and all deductibles.
3. Coverage: Prior to performing any work, the Contractor shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

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

E. Valuable Papers And Records Insurance: The Contractor shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Contractor, sub-contractor, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the Contractor to, and

accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an “individual occurrence” basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the Contractor’s possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

F. Umbrella Liability:

1. \$1,000,000 Each Event Limit
2. \$1,000,000 General Aggregate Limit
3. **CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its sub-contractors, if any.
4. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Contractor’s use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
5. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Contractor shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
2. Any person so involved within one (1) year of termination of employment with the City.

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

The City reserves the right to require removal of any person employed by a Contractor, from

work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Contractor's duties, or for neglecting or refusing to comply with the requirements of the Contract.

6. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
7. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Contractor services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Contractor is responsible to identify and follow any course of direction provided by the City.
8. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and their sub-Contractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its sub-contractors and any other person performing work under this Contract.
9. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the City, in writing, of any such contacts and the results thereof.
10. **INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor 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 Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.
11. **REVIEWS AND ACCEPTANCES:** All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Contractor, shall be subject to

review and endorsement by the City.

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

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

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

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

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

14. APPEARANCES:

A. Hearings and Conferences: The Contractor shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Contract.

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

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

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

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

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

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

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

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

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

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

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

- 17. NON-APPROPRIATION:** The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have

not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

18. CHANGES AND AMENDMENTS: No changes or amendments to the Work of the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Contractor.

19. EXTENSION OF TIME: The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

20. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other party of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

21. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Contractor or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Contract, based on the adjusted quantity of work.

No changes for which additional fee payment is claimed shall be made unless pursuant to a written order from the City, and no claim for payment shall be valid unless so ordered.

The Contractor agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Contractor employees. The City reserves the right to audit the records of the Contractor related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed by the Contractor until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

- 22. FAILURE TO COMPLY WITH TIME SCHEDULE:** If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.
- 23. RETURN OF MATERIALS:** Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.
- 24. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or their sureties from any obligations under the Contract Documents or any performance or payment bond.
- 25. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe

its abilities for a project in promotional materials.

- 26. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractors under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 27. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 28. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, sub-Contractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.
- 29. CONTRACT DISPUTES:** In the event of a dispute between the parties to this Contract each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.
- 30. SETTLEMENTS OF MISUNDERSTANDINGS:** To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the Director of the Community & Economic Development Office (the “Director”) shall act as referee on all questions arising under the terms of the Contract and that the decision of the Director in such cases shall be binding upon

both Parties.

31. CITY'S OPTION TO TERMINATE: The Contract may be terminated in accordance with the following provisions, which are not exclusive:

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Contractor shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

- i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 19-21.

The City may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this contract for cause.

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.

- iii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

32. GENERAL COMPLIANCE WITH LAWS: The Contractor and any sub-contractor approved under this Contract shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

33. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Contractor will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Contractor, and any sub-contractors, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

34. CHILD SUPPORT PAYMENTS: By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that the Contractor (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

35. TAX REQUIREMENTS: By signing the Contract, the Contractor certifies, as required by

law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Contractor is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

36. INDEMNIFICATION:

- A. Indemnification by Contractor:** Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and Contractors), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its sub-contractors of any tier.
- B. Notice of Claims & City's Right to Participate:** If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Contractor in writing that a claim to which the indemnification provision may apply has been filed. Contractor 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.
- C. City's Rights and Remedies:** Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.
- D. No Indemnification by City:** Under no conditions shall the City be obligated to indemnify the Contractor 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 Contractor or any third party.

37. NO GIFTS OR GRATUITIES: The Contractor shall not make any payment or gift or donation of substantial value to any elected official, officer, employee, or agent of the City during the term of this Contract.

38. ASSIGNMENT: Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any sub-contractor is approved, Contractor shall be responsible and liable for all acts or omissions of that sub-contractor for any Work performed. If any sub-contractor is approved, Contractor shall be responsible to ensure that the sub-contractor is paid as agreed and that no lien is placed on any City property.

39. TRANSFERS, SUBLETTING, ETC: The Contractor shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-contractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the sub-contractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any sub-contractor as specified in the insurance requirements section of this Contract.

The services of the Contractor, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.

40. CONTINUING OBLIGATIONS: The Contractor agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Contractor is unable to satisfactorily execute the Contract.

41. INTERPRETATION & IMPLEMENTATION: Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

42. ARM'S LENGTH: This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Contractor.

43. RELATIONSHIP: The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Contractor understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

- 44. CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.
- 45. JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.
- 46. BINDING EFFECT AND CONTINUITY:** This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.
- 47. SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.
- 48. ENTIRE CONTRACT & AGREEMENT:** This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.
- 49. APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.
- 50. NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.
- 51. WAIVER:** A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**Attachment C:
Burlington Livable Wage Ordinance Certification**

DRAFT

Certification of Agreement to Comply with the City of Burlington's Livable Wage Ordinance

I, _____, on behalf of _____ ("the Contractor"), in connection with a contract for _____

services to be provided to the City of Burlington ("the City"), hereby certify, under oath, that the Contractor (and any of its subcontractors or subgrantees under this contract) shall comply with the City's Livable Wage Ordinance ("LWO"), B.C.O. 21-80 et seq., and that:

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Full-time employees are entitled to 12 days of paid time off per year; and
 - (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis;
 - (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$17.44 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$18.59 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: _____

By: _____
Contractor, or its duly authorized agent

Subscribed and sworn to before me:

Date: _____

Notary Public

ARTICLE VI. LIVABLE WAGES¹

21-80 Findings and purpose.

In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its employees have an opportunity for a decent quality of life and are compensated such that they are not dependent on public assistance to meet their basic needs;
- (c) The City of Burlington is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
- (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the City of Burlington and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-81 Definitions.

As used in this article, the following terms shall be defined as follows:

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.

(c) *Covered employer* means the City of Burlington, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.

(d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:

(1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington, notwithstanding that the employee may be a temporary or seasonal employee;

(2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the City of Burlington is a "covered employee."

(e) *Designated accountability monitor* shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section [501\(c\)\(3\)](#) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

(f) *Employee* means a person who is employed on a full-time or part-time regular basis. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four (4) years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six (6) months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

(g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

(h) *Livable wage* has the meaning set forth in Section [21-82](#).

(i) *Retaliation* shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.

(j) *Service contract* means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-82 Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage no less than:

(1) For a covered employer that provides employer-assisted health care, the livable wage shall be at least fifteen dollars and thirty-five cents (\$15.35) per hour on the effective date of the amendments to this article.

(2) For a covered employer that does not provide employer-assisted health care, the livable wage shall be at least sixteen dollars and seventy-four cents (\$16.74) per hour on the effective date of the amendments to this article.

(3) Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage compensation will at least equal the livable wage as established under this article.

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to

May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, personal, or combined time off leave.

(Ord. of 11-19-01; Ord. of 5-2-11; Ord. of 6-13-11; Ord. of 10-21-13)

21-83 Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the funds awarded by the City of Burlington are being expended by the covered employer.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-84 Enforcement.

(a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief

administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to:

- (1) Verification of an individual employee's compensation;
- (2) Production of payroll, health insurance enrollment records, or other relevant documentation; or
- (3) Evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

- (1) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;
- (2) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;
- (3) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their initial credibility; and
- (4) To refer credible complaints to the city attorney's office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

(d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the

complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.

(e) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with a covered employer from any court of competent jurisdiction, if the covered employer has not complied with this article.

(f) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(g) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this article, that complaint will be handled through the City's personnel procedures, not through the process outlined in this article.

(i) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:

(1) The difference between the livable wage required under this article and the amount actually paid to the covered employee;

(2) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;

(3) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or fifty dollars (\$50.00) for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

(4) Reinstatement in employment and/or injunctive relief; and

(5) Reasonable attorneys' fees and costs.

(j) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

(Ord. of 11-19-01; Ord. of 2-17-04; Ord. of 5-2-11; Ord. of 10-21-13)

21-85 Other provisions.

(a) No covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this subsection shall be deemed a violation of this article subject to the remedies of Section [21-84](#).

(b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the livable wage as a result of amendments to this article.

(c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection (d) of this section, shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

(e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

(f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-86 Exemptions.

An exemption from any requirement of this article may be requested for a period not to exceed two (2) years:

- (a) By a covered employer where payment of the livable wage would cause substantial economic hardship;
and
- (b) By the City of Burlington where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provisions or where granting the exemption would be in the best interests of the City.

A covered employer or grantee granted an exemption under this section may reapply for an exemption upon the expiration of the exemption. Requests for exemption may be granted by majority vote of the city council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee of the City of Burlington shall first consider such request and make a recommendation to the city council. The decision of the city council shall be final.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-87 Severability.

If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-88 Annual reporting.

On or before April 15 of each year, the city attorney's office shall submit a report to the city council that provides the following information:

- (a) A list of all covered employers broken down by department;
- (b) A list of all covered employers whose service contract did not contain the language required by this article;
and
- (c) All complaints filed and investigated by the city attorney's office and the results of such investigation.

(Ord. of 10-21-13)

21-89 Effective date.

The amendments to this article shall take effect on January 1, 2014, and shall not be retroactively applied.

(Ord. of 10-21-13)

**Attachment D:
Burlington Union Deterrence Ordinance Certification**

DRAFT

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, _____, on behalf of _____
(Contractor) and in connection with _____ (City
contract/project/grant), hereby certify under oath that _____
(Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will
it over the life of the contract advertise or provide union deterrence services in violation of the
City's union deterrence ordinance.

Dated at _____, Vermont this ____ day of _____, 20__.

By: _____
Duly Authorized Agent

ARTICLE VIII. UNION DETERRENCE

21-100 Policy.

It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.

(Ord. of 3-27-06/4-26-06)

21-101 Definitions.

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:

- 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
- 2) Have supervisors force workers to meet individually with them to discuss the union;
- 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
- 4) Discipline or fire workers for union activity;
- 5) Train managers on how to dissuade employees from supporting the union.

(d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

(Ord. of 3-27-06/4-26-06)

21-102 Implementation.

- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who
- 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
 - 2) Advertises union deterrence services as specialty services;
 - 3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

(Ord. of 3-27-06/4-26-06)

21-103 Enforcement.

- (a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.
- (b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06/4-26-06)

21-104—21-110 Reserved.

**Attachment E:
Contractor's Certificate of Insurance**

DRAFT

The FRAME Update

Parks, Arts & Culture Committee
January 24, 2024



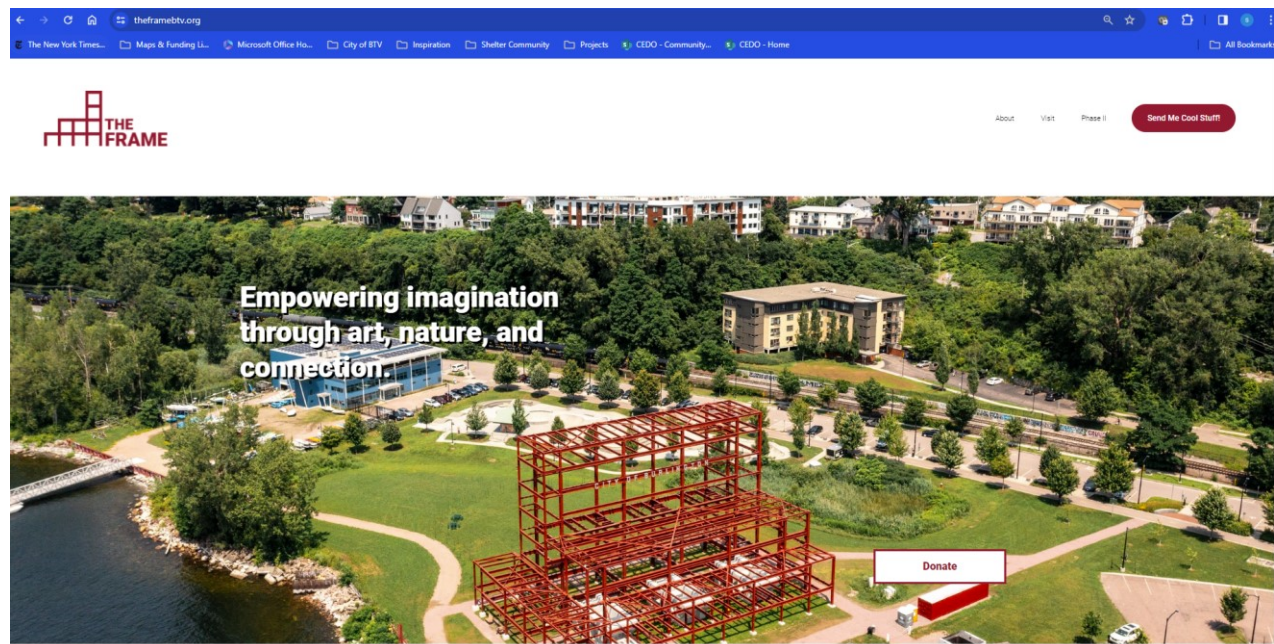
Friends of The FRAME: 2023 Programming & Activations

Phase 2 Vision

Next Steps

Friends of The FRAME

Organized to facilitate the sustained use of The Frame as an inclusive, ever-evolving public space, Friends of The Frame endeavors to present high-quality public programming, support ongoing stewardship, and empower local creativity in all of its forms.



Friends of The FRAME PILOT

the City is interested in piloting the Friends of Frame concept that has been proposed to provide dedicated and ongoing support of the FRAME as a public amenity and destination. Friends of FRAME is an independent entity that is organized to support and advance the community offerings, activities and special projects at the FRAME. The pilot phase will allow Friends of FRAME to build a foundation of relationships and sponsors and programming experience at the FRAME with financial and staff support from the City. At the same time it will provide the activation and programming approved by the City to celebrate this new chapter at the Moran site and build support for future phases.

- Friends of The Frame / City of Burlington Contract, 7/11/2022

FRAME Pilot & Better Places grant

Free public amenities

- + Bench swings, including a wheelchair accessible swing
- + WiFi hotspot
- + Picnic tables
- + Public restroom pilot with Burlington-based Wasted*

Art & activation

- + Illuminated “The FRAME” signage
- + Comprehensive historical information panels
- + Interactive community chalkboard
- + “Blue Alchemy” art installation
- + All-ages lawn games

Infrastructural support

- + Shipping container for secure onsite storage
- + Packed gravel path network
- + Custom temporary event fence system



FRAME Pilot - Events & Community

Movie Nights at The FRAME

- + 11 scheduled events, 6 rainouts
- + When weather was nice, the typical crowd was 50-100+
- + Food & beverage vendors
- + BCA team assisted with projection and sound
- + No security incidents
- + Learned a lot!

Blue Alchemy Opening

- + ~50-60 people over the course of the evening
- + Live music (sound was actually pretty good)
- + First event with no BCA assistance

Heartsong Aerial Arts Pop-Ups

Joy Riders & Vermont Skate Society Meetups

Betty's Bikes

- + Lease with BPRW



Friends of The FRAME: 2023 Programming & Activations

Phase 2 Vision

Next Steps

Phase 2 Vision - Taking the Frame from 'Safe' to Spectacular

Goals:

- + Improve accessibility and enjoyment for all ages and abilities
- + Create opportunities for year-round activation of the Frame and waterfront
- + Strengthen connectivity with adjacent destinations and park spaces
- + Build upon what people are already doing at the Frame
- + Introduce new public amenities that compliment those in nearby areas

PHASE II CONCEPTUAL DESIGN & SCOPING MVVA TEAM PROPOSAL

We would be honored to work with City Project Team to create a public realm that elevates the experience of the Frame and secures a bold transformation of Burlington's northern waterfront park system. Thank you for considering our team and please let us know if you have any questions about our proposal.

Yours Truly,

A handwritten signature in black ink, appearing to read "Matthew Urbanski". The signature is fluid and cursive, with the first name "Matthew" being more prominent than the last name "Urbanski".

Matthew Urbanski, Principal
Michael Van Valkenburgh Associates, Inc.

Phase 2 Vision – Public Engagement

Public Meeting – September 13, 2023 (50+)
UVM Design Innovation Class
BHS City & Lake Semester Class
Post Card & Online Survey

Survey Distribution

ONLINE	PRINT
Postcard QR Code	Miller Center
Front Porch Forum	Leddy Arena
CEDO Website	ONE Community Center
MVVA Instagram	Fletcher Free Library
FoTF Social Media	645 Pine
Seven Days Ad	King Street Youth Center
QR Code On-site	Leddy Beach Bites
	Movie Nights at the Frame



Phase 2 Vision – Public Engagement: Postcards

Imagine a place with...

What are you excited about coming to life at The Moran Frame?
Check off your favorites & leave a comment on the back of this card. Results will be shared with the Design Team and at the first Public Meeting later this year!



Waterfront Seating



Public Art



Water Play



Waterfront Grilling



Unique Open Space



Fun for All Ages



Views up High



Vendors/Markets



Fun for All Seasons



Concerts/Theater



Restrooms/Pavilion



Connections



More Plantings



Neighborhood Park



Fun for All Abilities



68
Postcards
Returned

Phase 2 Vision – Public Engagement: Postcards

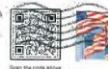
After years of planning, Burlington's opportunity to make The Moran Frame one of the most spectacular public spaces in the country begins now, and we want to hear from you! Is there an experience missing along the waterfront that you'd like to see incorporated? Use the space below to submit your comments.



DROP OFF OR MAIL T
Community & Economic
Development Office, City Hall
149 Church Street, Rm 32
Burlington, VT 05401

Swimming Pool that
is free for public
access -
Waterfront cafe - seating
food + drink trucks
Please + Thank You

After years of planning, Burlington's opportunity to make The Moran Frame one of the most spectacular public spaces in the country begins now, and we want to hear from you! Is there an experience missing along the waterfront that you'd like to see incorporated? Use the space below to submit your comments.



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Community & Economic
Development Office, City Hall
149 Church Street, Rm 32
Burlington, VT 05401

TAKE ADVANTAGE OF THE STRUCTURE
TO HAVE SOME GREAT VIEWPOINTS
FOR ALL AGES AND ALL
SEASONS! IMPORTANT TO BRING
MORE PEOPLE TO VISIT THE
WATERFRONT - ALL YEAR ROUND!
BRING LIFE TO AN EMPTY
STRUCTURE

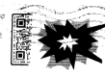
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Community & Economic
Development Office, City Hall
149 Church Street, Rm 32
Burlington, VT 05401

It should be a place
where all people feel
welcome and can enjoy
the space.

After years of planning, Burlington's opportunity to make The Moran Frame one of the most spectacular public spaces in the country begins now, and we want to hear from you! Is there an experience missing along the waterfront that you'd like to see incorporated? Use the space below to submit your comments.



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Community & Economic
Development Office, City Hall
149 Church Street, Rm 32
Burlington, VT 05401

I'd like the City to research the feasibility of a "ski-lift" running from atop the Moran to a tower located somewhere in Battery Park, or wherever more practical.
Vermont has plenty of ski lifts, expertise, and an attraction like this would attract visitors, making the trip to and from the waterfront unique and alleviate car traffic down there.

After years of planning, Burlington's opportunity to make The Moran Frame one of the most spectacular public spaces in the country begins now, and we want to hear from you! Is there an experience missing along the waterfront that you'd like to see incorporated? Use the space below to submit your comments.



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Development Office, City Hall
149 Church Street, Rm 32
Burlington, VT 05401

1. Tear down the Moran Plant's remaining framework and sell the steel.
2. Make a bio-diverse learning center with paths leading through a mix of shrubland & labelled gardens which include examples of native grasses, flowers, ground cover, etc. + fruit trees and edible bushes.
- I am horrified by the lack of local children and adults who still know so little about "edible" plants, especially the healthy edible varieties! Thanks!

After years of planning, Burlington's opportunity to make The Moran Frame one of the most spectacular public spaces in the country begins now, and we want to hear from you! Is there an experience missing along the waterfront that you'd like to see incorporated? Use the space below to submit your comments.



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Community & Economic
Development Office, City Hall
149 Church Street, Rm 32
Burlington, VT 05401

Although many of the ideas depicted on the front are good, I think the City should create a space that takes advantage of the height & unique structure of the frame - allow access up & through it!

After years of planning, Burlington's opportunity to make The Moran Frame one of the most spectacular public spaces in the country begins now, and we want to hear from you! Is there an experience missing along the waterfront that you'd like to see incorporated? Use the space below to submit your comments.



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Community & Economic
Development Office, City Hall
149 Church Street, Rm 32
Burlington, VT 05401

Place to hang out by the water by all ages - green space + fun for family and friends. Beach area + playground + cafe between people + water play. More water area possible like fountain - but possible all public account, not lease not easy to promote vendors, Free beach. Trucks, vendors, still possible to park first, not second best. Play area for all.

After years of planning, Burlington's opportunity to make The Moran Frame one of the most spectacular public spaces in the country begins now, and we want to hear from you! Is there an experience missing along the waterfront that you'd like to see incorporated? Use the space below to submit your comments.



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Development Office, City Hall
149 Church Street, Rm 32
Burlington, VT 05401

Starting to enjoy the shelter structure but would love to have a screen for outdoor movie viewing and select food trucks available.
There are so many talented artists in town and public art is always enjoyable. Winter time skating - not hockey but remember to Rockledge Center rink - protected from cold winds off the lake somehow. Thank you for detailed report.

After years of planning, Burlington's opportunity to make The Moran Frame one of the most spectacular public spaces in the country begins now, and we want to hear from you! Is there an experience missing along the waterfront that you'd like to see incorporated? Use the space below to submit your comments.



DROP OFF OR MAIL
Community & Economic
Development Office, City Hall
149 Church Street, Rm 32
Burlington, VT 05401

So much potential. I love Friends of Frame! Check out the Iframe Farmers Market - Permanent Vendor Space + covered... means no/less hassle for vendors and all-weather (or nearly) access!
Thank You!

After years of planning, Burlington's opportunity to make The Moran Frame one of the most spectacular public spaces in the country begins now, and we want to hear from you! Is there an experience missing along the waterfront that you'd like to see incorporated? Use the space below to submit your comments.



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Community & Economic
Development Office, City Hall
149 Church Street, Rm 32
Burlington, VT 05401

Make it a place that draws people together to play, relax, engage, share and connect.
Emphasize interest that reaches across socio-economic and cultural divides.

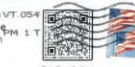
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Development Office, City Hall
149 Church Street, Rm 32
Burlington, VT 05401

I appreciate the creativity of this project! Accessible space + covered, shelter space for year-round + small vendors sounds good, as does creative gardens, and maybe a walkway with a view, good to think about something that connects other areas of the waterfront park.

After years of planning, Burlington's opportunity to make The Moran Frame one of the most spectacular public spaces in the country begins now, and we want to hear from you! Is there an experience missing along the waterfront that you'd like to see incorporated? Use the space below to submit your comments.



DROP OFF OR MAIL T
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149 Church Street, Rm 32
Burlington, VT 05401

We need to create something unique that isn't already available along the beautiful waterfront

Phase 2 Vision – Public Engagement: Online Survey

<https://thj79m9ottl.typeform.com/to/RuOuLpFr>

502
(and counting)
Online
Survey
Responses

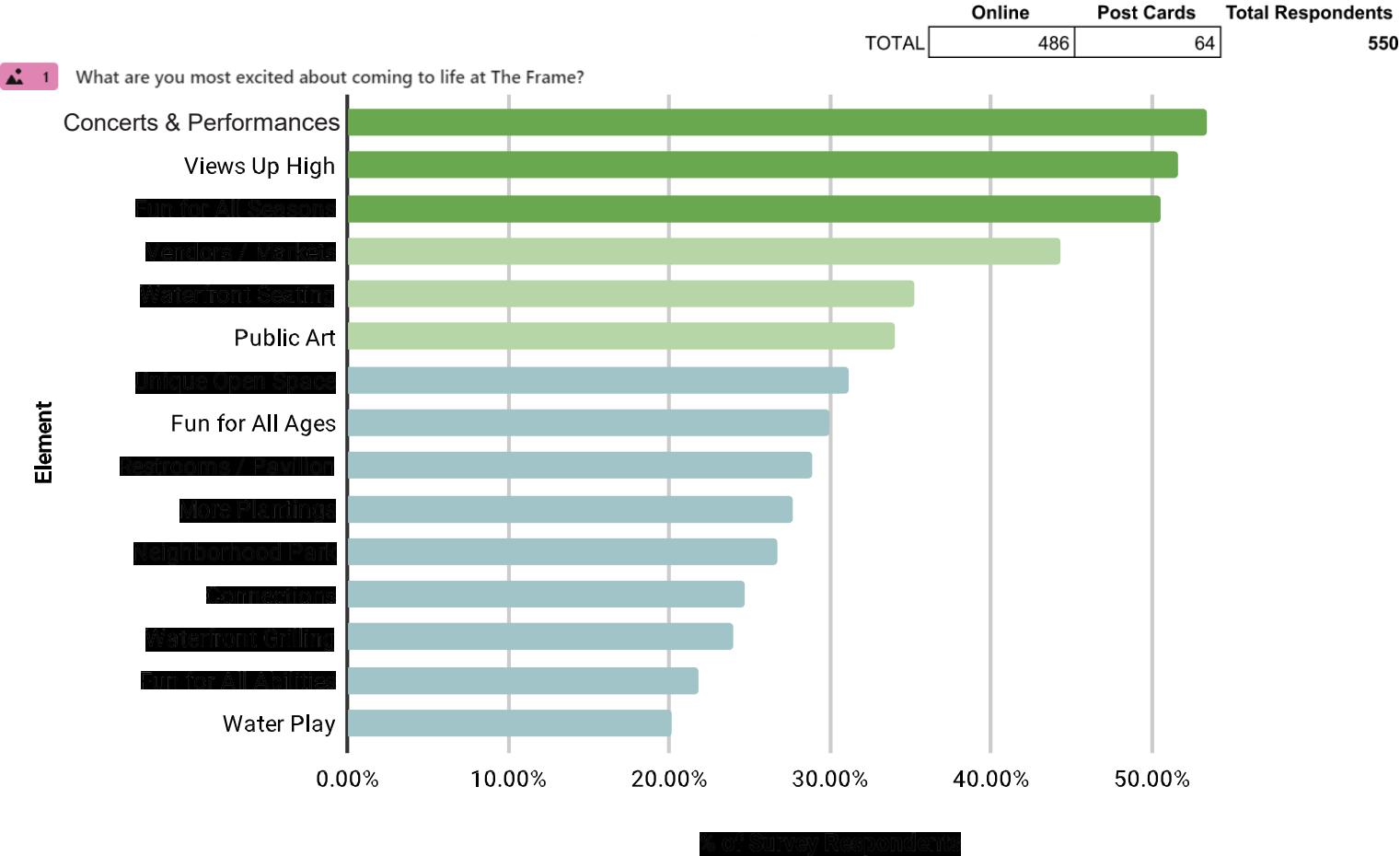
1 ➔ What are you most excited about coming to life at The Frame?

Choose as many as you like

 A Waterfront Grilling & Picnic Celebrations	 B Amenities with Multi-Seasonal Appeal	 C Park Paths Connected to Adjacent Neighborhoods	 D Moments of Connection for All Ages & Abilities
 E New Ways to Engage with the Lake	 F Site-Specific Art & Moments of Expression Outdoors	 G Interactive Water Features (Non-Lake)	 H Unique Open Spaces with Panoramic Views
 I Play Spaces for All Ages and Abilities	 J Being Elevated Up into the Frame & Landscape	 K Food & Beverage Vendors/Markets	 L Concerts & Performances, Day or Night
 M Park Pavilion with Restrooms & Information	 N Connectivity with Surrounding Park Spaces	 O Integration of The Frame & Landscape	 P Other

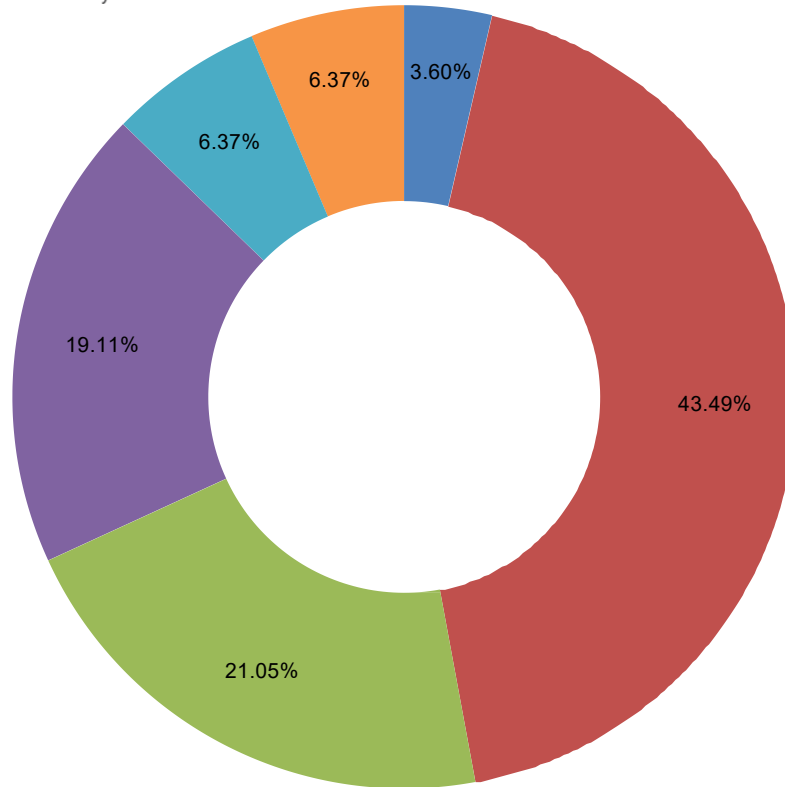
OK ✓

Survey Responses (550+)



Survey Respondents by Neighborhood

2 Which neighborhood are you located in?

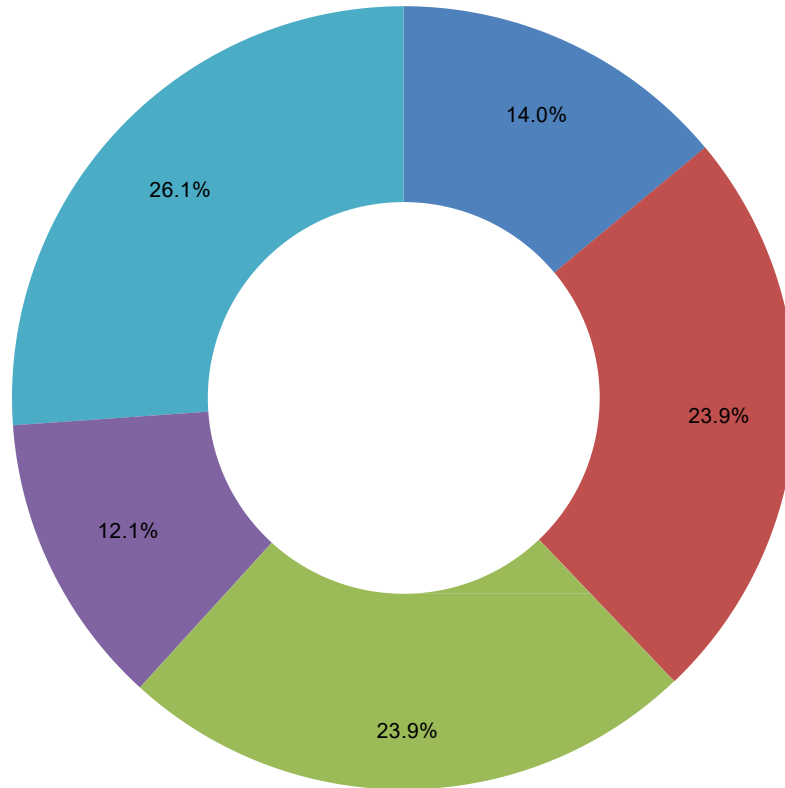


- Centennial Woods / Riverside
- Downtown / Old North End / Waterfront
- New North End
- South End
- Hill Section / University Housing
- Burlington (no neighborhood provided)

Note: This information was only available for online survey responses, not the postcards (so about 12% of the total respondents are omitted).

Main Takeaway: The most responses were from Downtown, the Old North End, and the Waterfront. These neighborhoods are represented almost 2:1 compared to their population percentage of Burlington.

Burlington Population by Neighborhood (2020)



- Centennial Woods / Riverside
- Downtown / Old North End / Waterfront
- New North End
- South End
- Hill Section / University Housing

Census data showing the % of Burlington's population in each neighborhood.

This is intended as a comparison tool to show how closely our "Burlington-based Survey Respondents by Neighborhood" percentages align with the actual population distribution in a certain neighborhood.

Note: This information was only available for online survey responses, not the postcards (so about 12% of the total respondents are omitted).

Main Takeaway: We received a disproportionately high number of responses from the South End.

Phase 2 Vision



JOIN US
Public Open
House
February 8th
3pm – 5pm

Burlington
City Arts
2nd Floor

Friends of The FRAME: 2023 Programming & Activations

Phase 2 Vision

Next Steps

- **Phase 1B**
- **Friends of The FRAME**
Programming & Activations
Phase 2 Capital Campaign



Explore feasibility
of Phase 2 vision

Phase 1B

Phase 1B is a near-term construction phase. The scope of work is a response to lessons learned over the past two years and public feedback gathered during 2023 and is intended to dovetail with the scope proposed for Phase 2.

FOCUS: the ability to host a variety of public events & performances, and vendor infrastructure.

Other items that Phase 1B is likely to include:

- + Connections / anchor points for the large-scale inflatable movie screen
- + Demolition of the “shelves” on the existing concrete pedestals & other misc. concrete repairs
- + A seasonal overhead cover system for vendor areas
- + Water connection(s) at vendor areas
- + Structural steel modifications @ Level 1 to accommodate portable stage at ground level
- + Paved connection to the Burlington Greenway
- + Clean up / Safety at boat hoist and water’s edge

Friends of The FRAME: Programming & Activations

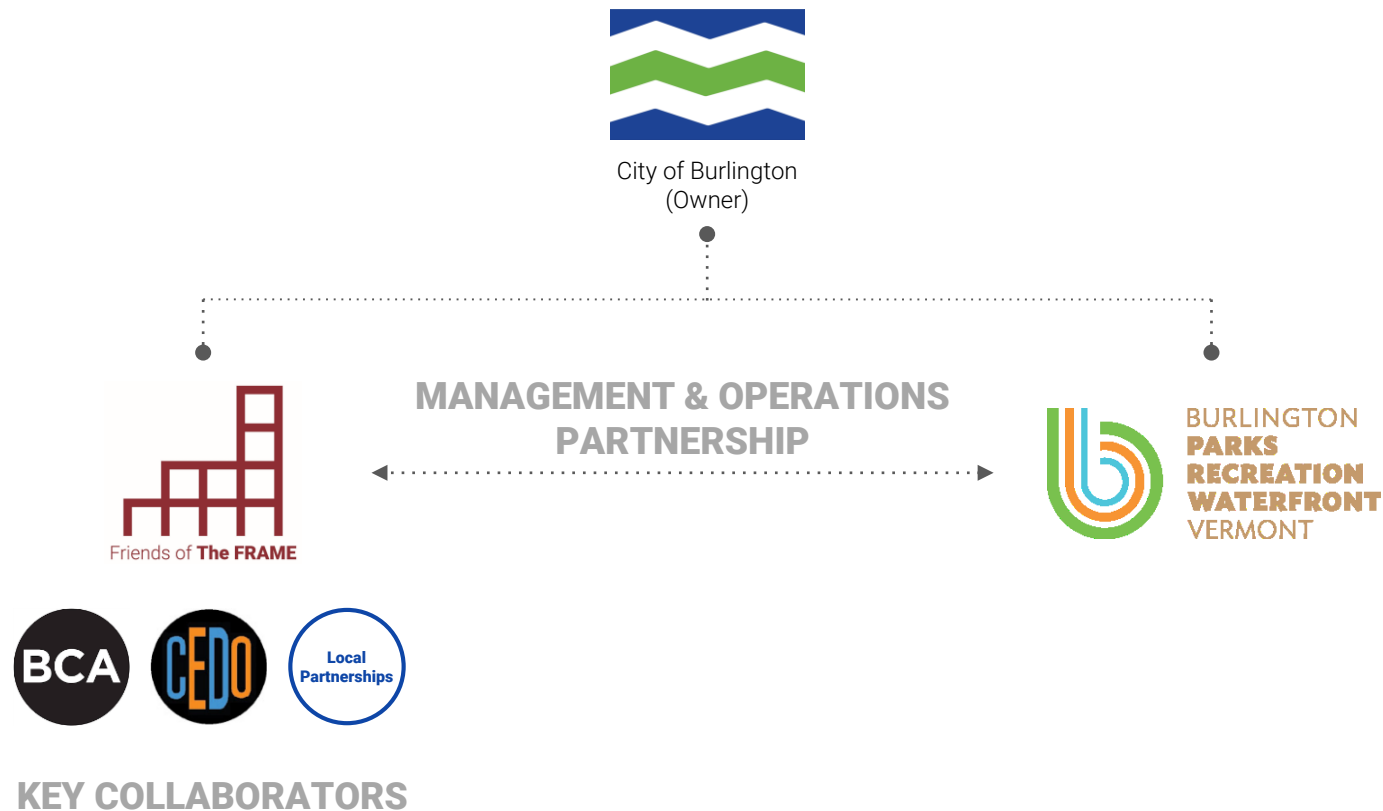
Contract with Friends of Frame to provide programming & activations for the next two summers, including:

- + Movie Nights
- + Live Performances
- + Public Art & Placemaking
- + Marketing & Engagement
- + Public Restrooms in partnership with **wasted*** (Burlington-based startup providing sustainable waste management solutions)

Friends of The FRAME: Phase 2 Capital Campaign

- + Friends of The FRAME, with the support of the City, would hire an experienced fundraising consultant, or team of consultants, to develop and implement a capital campaign strategy. This would include a private fundraising effort and grant writing effort.
- + Friends of The FRAME would facilitate and host a private “speakeasy-style” experience for potential donors and/or project champions to review conceptual design materials (physical model, renderings, cost estimate, precedent images, diagrams, etc.)
- + Prioritize finding “project champions” early on. These would generally be influential, well-connected individuals that may or may not be potential donors themselves. Some may be eventual partners (e.g. Higher Ground). This will help further legitimize the campaign and build momentum before any formal asks are made.
- + We would present the complete vision when courting donors, but we will also be able to communicate the “standalone” value of certain components. Breaking down the project this way, while largely unrealistic in terms of construction phasing, can make the full project value more digestible.
- + Anticipated timeline of 12-18 months (January 2024 - July 2025)
- + **Goal = raise enough capital to support the construction of, at a minimum, the “Essential Elements” of the Phase 2 concept**

Long-Term Management Structure



DRAFT Budget Summary

Sources

Phase 1A Remaining	\$500,000
ARPA Infrastructure	\$600,000
CDBG	\$100,000
Frame Pilot Remaining	\$4,000

Total \$1,204,000

Uses

Friends of The FRAME 2024 & 2025	\$65,000
Phase 1B	\$600,000
Phase 2 Capital Campaign Feasibility Study	\$40,000
Phase 2 Project	\$499,000

Total \$1,204,000



Board of Finance and City Council Submission ChecklistDepartment: CEDO Submitter: Samantha DunnTitle/Subject: Friends of The FRAME Contract and Property Use Agreement

	Approval:	Meeting Date:
☒	Board of Finance	3/18/2024
☒	City Council	3/25/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/12/2024	Brian Pine
Mayor's Office informed and approved memo	Yes	3/12/2024	Jordan Redell
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	3/12/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/12/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	3/12/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Within memo
If for submission to Council, are sponsors identified?	No	Click or tap here to enter text.

Department of Permitting & Inspections

Zoning Division
645 Pine Street
Burlington, VT 05401
Telephone: (802) 865-7188

William Ward, Director
Scott Gustin, AICP, CFM, Principal Planner
Mary O'Neil, AICP, Principal Planner
Garret King, Associate Planner
Joseph Cava, Permit Technician
Steve Cormier, Code Compliance Officer
Ted Boylan, Division Administrator



TO: Board of Finance & City Council
FROM: Scott Gustin
DATE: March 18 & 25, 2024
RE: Conservation Legacy Fund Request - Open Space Plan Re-Write

Request

Use up to \$100,000 of Conservation Legacy Fund monies for a comprehensive rewrite of the Open Space Plan (that will also incorporate the Urban Forest Plan).

Background

The city's Open Space Protection Plan was adopted in 2000. It formed the basis for the city's Conservation Legacy Fund, subsequent conservation acquisitions, and for establishing environmental standards in the city's zoning code. In 2014, it was updated to address natural areas, urban agriculture, parkland access and trails, and green infrastructure. In 2022, an addendum focused on nature based climate solutions was added to the plan. The original plan remains relevant today but is in need of a comprehensive rewrite that updates open space goals and identifies specific resource targets and timelines through a robust community engagement process. Significantly, the Open Space Plan rewrite will incorporate what was formerly the separate Urban Forest Plan. At its March 4, 2024 meeting, the Conservation Board recommended approval of this request. Approval by the Parks Commission was recommended March 12, 2024.

An RFP for consultant services has been drafted and is under review by the City Attorney's Office prior to posting this winter. As with prior Open Space planning efforts, partners from Parks, Permitting & Inspections, and City Planning will steer this effort in collaboration with the Conservation Board and Parks Commission. UVM's Spatial Analysis Lab will participate in this effort and is contracted to undertake the mapping and data analysis work. Consultant services will be needed for community outreach and engagement and for drafting a new Open Space Plan.

The 2014 Open Space Plan update and the 2022 Open Space Climate Addendum were funded entirely by the Conservation Legacy Fund. Parks, Recreation, & Waterfront has ~ \$40,000 budgeted for the forestry plan update. These monies will be encumbered to fund the contract with the Spatial Analysis Lab, with the remainder available for the project. Up to \$100,000 from the Conservation Legacy Fund is requested for the Open Space Plan rewrite. Current available Legacy Funds amount to \$899,784 with the potential expenditure of \$101,975 for the Elks/Arms Forest project. Approval of funding at this point will expedite consultant selection and contract execution.

Board of Finance Motion

To approve and recommend that the City Council approve up to \$100,000 in Conservation Legacy Fund monies for a comprehensive rewrite of the Open Space Plan as recommended by the Conservation Board and Parks Commission.

City Council Motion

To approve up to \$100,000 in Conservation Legacy Fund monies for a comprehensive rewrite of the Open Space Plan as recommended by the Conservation Board and Parks Commission.

Board of Finance and City Council Submission ChecklistDepartment: Permitting & Inspections Submitter: Scott GustinTitle/Subject: Conservation Legacy Fund Request for Open Space Plan Rewrite

	Approval:	Meeting Date:
☐	Board of Finance	3/18/2024
☐	City Council	3/25/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/8/2024	Bill Ward
Mayor's Office informed and approved memo	Yes	3/8/2024	Informed.
Board/Commission, if required (Conservation)	Yes	3/4/2024	Also Parks Commission 3/12/2024.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/8/2024	Attorney Sturtevant
CAO has reviewed budget, financing, and memo	Yes	3/11/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

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

FROM: Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering and Sustainability

DATE: March 18, 2024

SUBJECT: Request to Accept and Execute a Federal Aviation Administration (FAA) Grant for design, construction manager at risk coordination and selection, pricing, construction inspection and construction of the North Concourse Replacement Project "Project NexT".

REQUEST

The Patrick Leahy Burlington International Airport ("Leahy BTV") seeks approval and authorization:

1. **From the Board of Finance and City Council to accept and execute a Federal Aviation Administration ("FAA") grant for design, construction manager at risk (CMAR) coordination and selection, pricing, construction inspection and construction of the North Concourse Replacement Project "Project NexT".**

EXECUTIVE SUMMARY

Over the course of the past year, we have diligently kept the Commission, Council, and the wider public informed and engaged in our exhilarating journey to revamp the North Wing of our terminal building. This ambitious project is not just about accommodating larger aircraft and boosting passenger capacity; it's about ushering our terminal into the future with modern amenities tailored to meet the demands of the next generation of travelers.

The urgency and significance of replacing this terminal cannot be overstated. As the beating heart of our busiest terminal area, its seamless operation is fundamental to the overall success and efficiency of our airport. By prioritizing this vital upgrade, we are not only ensuring smoother, safer operations but also enhancing the overall experience for travelers passing through our gates.

Throughout this process, we've strived to keep stakeholders informed every step of the way, soliciting feedback and incorporating valuable insights to shape our vision. We recognize the importance of transparency and collaboration in such a monumental endeavor, and we are committed to fostering an environment of open communication and partnership.

As we embark on this transformative journey, we remain steadfast in our commitment to delivering a world-class terminal that not only meets but exceeds the expectations of our passengers and stakeholders. With each milestone achieved, we move one step closer to realizing our collective vision of a modern, efficient, and passenger-centric airport experience.

The North Concourse Replacement Project (Project NexT) includes new concourse replacement (approximately 25,000 SF of new gross floor area on the second level, with the first level available for storage); four (4) new aircraft gate replacements; four (4) new passenger boarding bridge replacements, new passenger circulation and hold room space.

Furthermore, integral to this project is the addition of a third floor dedicated to office space, catering to airport administration needs, alongside a versatile public event and observation area. This space will boast both indoor event facilities and outdoor patio areas, offering a dynamic experience for visitors, guests, and events.

In line with our forward-thinking vision and mission at Leahy BTV, sustainability lies at the core of this new development. The design incorporates a myriad of elements aimed at minimizing environmental impact, reducing reliance on natural gas, and harnessing renewable energy sources for electricity generation.

A standout feature of the building's design is its employment of Mass Timber, effectively reducing the embodied carbon footprint of the construction. Additionally, the design integrates solar voltaic panels across the majority of the roof, harnessing solar energy.

Breaking new ground in our construction endeavors, this project marks the inaugural implementation of a geothermal field for heating and cooling purposes, further exemplifying our commitment to sustainable practices and innovative solutions.

On October 4, 2022, The Airport Commission reviewed a contract memorandum and authorization request with Jacobs Engineering for the initial design work associated with Project NexT, the new North Concourse wing of the airport. This was subsequently approved and authorized by City Council on October 17, 2022. The initial scope of work included up to 30% design and preparation of bid documents for a Construction Manager at Risk (CMAR) contract. We have since designed approx. 30% of the project as discussed at past Commission meetings and have bid the project out as a CMAR contract. The project

consists of the final design, permitting, Construction Contractor coordination, and construction oversight for demolition and removal of the existing outdated north concourse and the new north terminal concourse, Project NexT. The outdated area would then be used for airport apron, allowing additional space between the terminal building and Taxiway Alpha. Currently the dimensions of this apron between building and active taxiways is far too small to allow the appropriate sized aircraft to park, resulting in unusable gate/apron space for the majority of the commercial aircraft utilized by our partner airlines requiring access.

On October 4, 2023, The Airport Commission reviewed a contract memorandum for the completion of the design, construction manager at risk coordination and selection, pricing and construction inspection with Jacobs Engineering which was approved and moved to the Board of Finance and City Council on October 16th and 23rd, 2023 respectively. Subsequently approval was received by City Council.

After a diligent process with 5 proposers, Engelberth Construction was selected as the CMAR. Once the maximum guaranteed construction price is established and agreement is reached with Engelberth, the Airport will be back to the Airport Commission and City Council for approval of the maximum guaranteed price construction contract.

BENEFITS ANTICIPATED:

This upgrade will provide the much needed shift to the new north concourse. This will provide a significant level of comfort and safety where passengers have adequate room to wait for their flight. The interior of the new building will be designed according to FAA standards and provide the space needed for passenger quantities and future forecast, which currently does not exist, for all of the aircraft sizes that use Leahy BTV.

This project includes the demolition of the existing North Concourse, which causes encroachment on the Taxiway Alpha safety areas when aircraft are maneuvering into and out of their gate positions. The Terminal expansion will be located 150'+ farther from Taxiway Alpha, thus improving airfield safety.

PROJECT APPROACH

JEG was selected to provide the engineering design and bidding services through the Airport's qualification selection process meeting requirements by the FAA for this project. This price is determined through an extensive pricing process established by the FAA for all Airport Improvement Program (AIP) grant funded projects.

FUNDING SOURCES

The funding is anticipated from the FAA through the typical Airport Improvement Program (AIP) process, with the funds coming from a Federal Fiscal Year 2023 Congressional Directed Spending Bill appropriation which provides 90% funding once the project is bid and grant offer received. The remaining 10% is the local share which will be supplemented with Passenger Facility Charges (PFC). The airport included an estimate for design work in the FY24 approved budget. The construction oversight portion will be included in the FY 25 budget.

PROPOSED MOTIONS:

Board of Finance:

“To approve and recommend that the City Council approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$34,000,000.00, with a 15% contingency, totaling up to \$39,100,000.00, as allowed under the grant, for design, construction manager at risk coordination and selection, pricing, construction inspection and construction of the North Concourse Replacement Project “Project NextT”, subject to review and approval by the City Attorney’s Office.”

City Council

“To approve and authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$34,000,000.00, with a 15% contingency, totaling up to \$39,100,000.00, as allowed under the grant, for design, construction manager at risk coordination and selection, pricing, construction inspection and construction of the North Concourse Replacement Project “Project NextT”, subject to review and approval by the City Attorney’s Office.”

Board of Finance and City Council Submission ChecklistDepartment: Airport Submitter: H. DusablonTitle/Subject: North Concourse Replacement Grant Acceptance

	Approval:	Meeting Date:
☒	Board of Finance	3/18/24
☒	City Council	3/25/24
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/8/2024	N. Longo
Mayor's Office informed and approved memo	Yes	3/14/2024	J. Redell
Board/Commission, if required	Yes	3/13/2024	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/13/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	2/14/2024	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

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

From: Nicolas Longo, C.M, Director of Aviation

Date: March 13, 2024

Subject: Request to execute a Lease Agreement with the Burlington School District for the use of the “South Hangar” as the new home of aviation-oriented education at the Burlington Technical Center.

REQUEST

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks approval and authorization to lease the so-called South Hangar building located at 200 Da Vinci Drive to the Burlington School District (BSD) to become the new home of the Burlington Technical Center Aviation and Aerospace Technology Satellite Facility.

EXECUTIVE SUMMARY

BACKGROUND.

BSD has been a tenant at BTV since 2000, occupying 32,000 sq. ft. of space, rent-free, in the Alert Hangar buildings for the provision of aviation-oriented education. In 2023, BSD received a ±\$10,000,000 federal grant to develop a larger and more modern facility for aviation education to meet current and future program needs. BSD was the only qualifying respondent to a 2023 RFP published by BTV for the lease of the South Hangar, and BTV desires to lease the South Hangar to BSD to support the aviation community and to support BSD’s effort to provide enhanced educational opportunities to the next generation of aviation technicians in airframe and powerplant, avionics, and maintenance, repair, and overhaul. BSD would invest ±\$11,500,000 in capital upgrades to the South Hangar to support its use, and has nearly completed its design of the new space. BTV has obtained FAA approval for BSD’s proposed use of the South Hangar as an educational facility.

The basic terms of the Ground Lease Agreement are as follows:

LEASE TERM. The lease term would be 40 years commencing upon the earlier of (i) the receipt of a Certificate of Occupancy from the City of South Burlington or (ii) September 1, 2025.

RENT. In recognition of the value of the capital upgrades to the South Hangar to be made by BSD, BSD will be entitled to a ±\$11,500,000 rent credit over the 40-year lease term (the final amount of the rent credit will depend on the final scope of work). In addition, BSD will pay cash rent to BTV in accordance with a schedule attached to the lease, with the first cash rent payment made in the third year of the term. The combined value of the rent credit and the cash rent payments is equal to fair market rent charged to other tenants at the Airport.

CAPITAL RESERVE. BSD will fund and maintain a capital reserve to ensure that the leasehold improvements are maintained in good condition throughout the lease term. If BTV desires for the leasehold improvements to be demolished at the expiration of the lease term, the capital reserve can be used to fund the demolition.

LEASEHOLD IMPROVEMENTS. The City will have the right to review and approve project plans and specifications and to inspect the work during construction. At the expiration of the lease term, title to the leasehold improvements will automatically transfer to the City.

ATTACHMENTS

- A. Lease Agreement with the Burlington School District.
- B. Schematic Site Plan.
- C. Schematic Building Plan.
- D. Rent Schedule.

MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council approve and authorize the leasing of certain identified space, the so-called South Hangar building located at 200 Da Vinci Drive, at the Patrick Leahy Burlington International Airport to the Burlington School District, and to authorize the Mayor of Burlington to execute the lease agreement, subject to final review and approval by the City Attorney's Office."

City Council:

1. "To approve and authorize the leasing of certain identified space, the so-called South Hangar building located at 200 Da Vinci Drive, at the Patrick Leahy Burlington International Airport to the Burlington School District, and to authorize the Mayor of the City of Burlington to execute the lease agreement, subject to final review and approval by the City Attorney's Office."

LEASE AGREEMENT – SOUTH HANGAR

This Lease Agreement (“Agreement” or “Lease”) is dated _____, 2024 (the “Effective Date”) and is made by and between **Burlington School District**, a Vermont school district located in Chittenden County, Vermont (the “Tenant”) and the **City of Burlington**, a Vermont municipal corporation located in Chittenden County, Vermont (the “Landlord”) acting by and through Burlington International Airport.

Recitals

A. Landlord owns the real property (the “Property”) operated as the Burlington International Airport (the “Airport”) in South Burlington, Vermont, which is more particularly shown on the overall Airport property plan attached as **Exhibit A** attached hereto. Among the improvements on the Property is an existing hangar building measuring ±34,000 sq. ft. (the “Building”) depicted on the schematic building plan attached as **Exhibit B** hereto which is located on a portion of the Property as depicted on **Exhibit C** attached hereto (the “Schematic Site Plan”).

B. Landlord published a Request For Proposal dated February 15, 2023 (the “RFP”) with respect to the lease or purchase of the Building, and Tenant, the only party who timely responded to the RFP with a proposal to lease and improve the Building, responded to the RFP with a proposal dated April 6, 2023 (the “BSD Proposal”, a copy of which is attached hereto as **Exhibit D**), to lease the Building for a term of 40 years and to invest approximately \$12,000,000 to fit-up and improve the Building with a facility to provide aviation-oriented education programming to students of the Burlington Technical Center including, without limitation, the storage of aircraft (the “Project”).

In consideration of the mutual covenants and agreements herein set forth, and in reliance on the representations and warranties contained herein, the parties hereby agree as follows:

Section 1. **Premises; Retained Rights; Condition.**

(a) Premises. Landlord does hereby demise, let, rent and lease unto Tenant, and Tenant hereby hires and rents from Landlord, the interior of the Building together with (i) the exclusive right to use approximately 12 parking spaces to be constructed immediately adjacent to the Building, and to use in common with others approximately 68 parking spaces (28 of which are net new spaces) to be constructed as part of the Project and located westerly of the Building as depicted on the Schematic Site Plan, and (ii) the nonexclusive right to access the Building from Williston Road, including over DaVinci Drive and Valley Road (the “Premises”). The grant of the right to use parking spaces on the Property creates a limited use license and not a bailment; Tenant and its students, employees, agents and invitees assume all risk and responsibility for damage to all vehicles and any personal property contained in them in connection with any use of the parking areas, and Landlord is not responsible for any damage to vehicles or property contained in vehicles, unless caused by the negligence or intentional misconduct of Landlord or its agents. In addition, Tenant shall have the nonexclusive right, in common with Landlord and other users and tenants of the Airport, to access and use the apron adjacent to the Premises and connecting to the Airport’s broader airfield consistent with applicable regulations of the Federal Aviation Administration (“FAA”).

(b) Landlord shall have the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting or permitting or causing to be erected any building or other structure which, in the sole opinion of Landlord, would limit the usefulness of the Airport or constitute a hazard to aircraft.

(c) In the event that proper, planned, and orderly development of the Airport shall require that Landlord devote any part of the Premises to a different use than that contemplated by this Lease, Landlord shall have the right—upon not less than one year advance written notice to Tenant and without cost or expense to Tenant—to relocate all or part of the Premises. Said relocated premises shall be of no less area, as conveniently located as is reasonable considering all demands for space at the Airport and shall be replacement premises of the same or substantially similar quality as those premises vacated. All of Tenant’s fixed improvements shall, without cost or expense to Tenant, be relocated or replaced on said relocated premises. All terms and conditions of this Lease, except the description of the Premises, shall apply to said relocated premises.

(d) **Retained Rights.** Landlord retains the non-exclusive right to maintain, repair or replace all existing utility lines crossing, on or under the Premises that provide service to the property owned by Landlord adjoining the Premises, provided (i) Landlord shall provide advance written notice to Tenant of Landlord’s intention to undertake such work, except in the event of an emergency wherein such advance notice cannot reasonably be given, (ii) Landlord shall exercise its retained rights hereunder in a manner that does not unreasonably interfere with the operation of the Premises, and (iii) any damage or disturbance to the Premises caused by or resulting from the exercise of the Landlord’s retained rights hereunder shall be repaired or restored at Landlord’s sole cost and expense promptly following, and to a condition equal to or better than that existing prior to, such damage or disturbance. In addition, if and to the extent Landlord reasonably determines to require rights on, over, under, upon, across, or through the Premises for Landlord to operate the Airport, including rights of ingress and egress to adjoining lands of Landlord, Tenant will reasonably cooperate with Landlord to provide the same, provided that in all events Tenant’s refusal to provide such rights will not be considered unreasonable if the use of such rights by Landlord would unreasonably interfere with Tenant’s operation of the Premises or the Project.

(e) **Condition of Premises.** Tenant acknowledges that it has completed such investigations, testing, analysis and due diligence of and with respect to the Premises and Landlord’s title as Tenant has determined to be necessary for Tenant’s intended use thereof. Except as expressly provided in this Agreement, Tenant accepts the Premises and such title “as is” and “where is” without any representations, warranties or assurances by Landlord as to the condition of the same or its suitability for any particular purpose. Landlord expressly disclaims any and all representations and warranties with respect to the suitability of the Premises for Tenant’s intended use or for any other use except as expressly provided in this Agreement.

Section 2. **Commencement Date; Term; Termination.**

(a) This Lease is effective upon full execution, however, Landlord and Tenant agree that the term of this Agreement (“**Term**”) shall commence upon the first to occur of (i) the receipt of a Certificate of Occupancy from the City of South Burlington or (ii) September 1, 2025 (the “**Commencement Date**”) and expire at 11:59 p.m. local time on the day prior to the fortieth (40th) anniversary of the Commencement Date (the “**Fixed Expiration Date**”), subject to earlier termination in accordance with the terms set forth in this Agreement. For additional clarity, the Term of the Lease shall be for a period of thirty-nine and 364/365^{ths} years.

(b) On the expiration date or earlier termination of the Term, Tenant shall: (a) immediately vacate the Premises and surrender the same to Landlord, and remove all of its personal property, equipment and trade fixtures from the Premises and the Property and leave the Premises broom clean; (b) repair all damage to the Premises and the fixtures and personal property of Landlord located on the Premises caused by Tenant’s removal of its personal property, equipment and trade fixtures; and abandon all improvements, alterations and modifications made by Tenant to the Premises prior to the date of termination (e.g., lighting fixtures, plumbing fixtures, interior walls), whereupon all such improvements,

alterations and modifications shall be and become, without further action on the part of Tenant, the property of Landlord, free and clear of all claims by Tenant and any person claiming by, through or under Tenant. Each party's indemnities and/or covenants set forth under Section 15, Section 19 and Section 37 shall survive the termination or expiration of this Lease.

Section 3. **Use of Premises.**

(a) **Use.** Except as otherwise provided in this Lease, Tenant shall use the Premises for the construction and operation of a facility to provide a Part 147 Certified Aircraft Maintenance Technical School and related aviation-oriented education programming to students of the Burlington Technical Center (BTC) including, without limitation, to store aircraft, and for no other purposes without Landlord's prior written consent (subject to Section 41). The use of the Premises is subject to review and approval of the FAA, and such approval has been received for those uses identified in the BSD Proposal; with respect to the scope of the FAA's approval, to the extent of any inconsistencies between the BSD Proposal and this Agreement, the terms of the BSD Proposal shall control. Tenant's use and operation of the Premises shall be performed in compliance with the requirements of this Agreement. Tenant shall, at its expense, obtain and maintain all federal, state and municipal permits and approvals necessary for Tenant to use the Premises for such purposes, and shall be required to comply with all conditions of such permits and approvals that relate to its ongoing use and operation of the Premises. Tenant will operate the Premises and Tenant's business in a manner consistent with the character and quality of the Property. Tenant shall keep the area in and around the Premises in a neat, clean and safe condition. Tenant shall have 24-hour access to the Premises seven days a week; provided, however, that in occupying the Premises, Tenant shall not operate its business so as to overburden or exceed the capacity of the utility services installed to serve the Building. In all instances, the Premises shall only be used in conformance with all duly adopted federal, state, and municipal ordinances and regulations applicable to the Premises from time to time ("**Applicable Laws**"). Tenant covenants and agrees not to make any illegal use of the Premises and not to cause waste to the Premises or to the Property.

(b) **Design, Permitting and Construction Contract.** Landlord's and Tenant's obligations with respect to the design, permitting and contracting for construction of the Project are set forth below in this Section 3(b).

- (i) **Permits.** Tenant shall compile the necessary information and diligently file complete applications for all federal, state and municipal permits, approvals and consents necessary to develop and construct the Project and to use the Premises for the purposes permitted herein ("**Permits**") and shall thereafter use good faith efforts to pursue the Permits at Tenant's sole cost and expense. Tenant shall deliver to Landlord in advance of filing copies of any and all applications for any Permits (with respect to which the term "**applications**" includes all materials delivered therewith or in support thereof) for the Landlord's prior approval (subject to Section 41). Landlord shall cooperate with Tenant in Tenant's efforts to obtain the Permits, including by promptly executing and returning to Tenant all applications therefor prepared by Tenant at its expense, subject to the Landlord's review and approval rights as provided above. Tenant shall use good faith efforts to keep the Landlord apprised of the status of its efforts to obtain the Permits and the status of any related appeal being prosecuted or defended by Tenant. In particular, Tenant shall keep Landlord reasonably apprised of any proposed Permit conditions that would affect the Property outside of the Premises, and Landlord shall have the right, in Landlord's sole but reasonable discretion, to reject (or to require Tenant not to accept) any such conditions that would materially adversely affect the Property outside of the Premises.

- (ii) Approval of Project Design, Plans, and Specifications. Tenant acknowledges that Landlord has entered into a design contract with McFarland Johnson to provide design services for the Project through the completion of design documentation sufficient for purposes of submitting permit applications (i.e., 50% design documentation plans comprised of 100% Civil and Electrical design documents), which are expected to be delivered on or about February 1, 2024. Tenant agrees to engage and contract with reputable civil engineering firm and other design professionals, all of whom must be approved by Landlord before they are engaged with such approval not to be unreasonably withheld, conditioned or delayed, to complete the design documentation through the completion of construction documents, at its expense. Tenant shall provide to Landlord for Landlord's review (at Landlord's sole cost and expense) and prior written approval (subject to Section 41) all design, plans, and specifications to be included in the Construction Contract (defined below) for the Project including with respect to its physical layout, pedestrian and vehicular traffic circulation and impacts, parking requirements, security features, exterior building appearance, durability of construction materials, durability of structural design, durability of construction finishes, grading and utilities, stormwater improvements, exterior lighting and landscaping (the "Plans and Specifications"). The parties will seek satisfaction of this requirement with respect to the permit-level Plans and Specifications during the period when Tenant is preparing applications for Permits, and the parties will seek satisfaction of this requirement with respect to other Permits and with respect to the construction-level Plans and Specifications prior to Tenant entering into the Construction Contract.
- (iii) Construction Contract. Tenant shall use good faith efforts to negotiate and enter into a construction contract with a reputable contractor (the "Contractor") for the construction of the Project on terms and with a guaranteed maximum price or stipulated sum (the "GMP") acceptable to Tenant in its sole and absolute discretion (the "Construction Contract"). Any subcontracts that are required to be bonded under the Construction Contract, as may be determined by Tenant in its sole and absolute discretion, shall also name Landlord as a dual obligee. The Construction Contract shall require the Contractor to construct the Project for the GMP and the Construction Contract shall include a guaranteed completion date not longer than eleven (11) months after commencement (subject to force majeure events as defined in the Construction Contract).
- (iv) Tenant represents and warrants to Landlord that it has received a United States Department of Commerce grant award of \$9,900,000 to pay for a portion of the design and construction of the Project, and Tenant covenants and agrees to invest the full value of such grant award in the Project upon obtaining the Permits and executing the Construction Contract. If the GMP amount exceeds the amount of available grant proceeds, then prior to commencing construction Tenant shall provide Landlord with evidence, to Landlord's reasonable satisfaction, of Tenant's financial wherewithal to meet its obligations under a construction contract for the Project. Tenant agrees that at the time it enters into the Construction Contract, its financial wherewithal shall have not changed in a way material to Tenant's obligations thereunder.
- (v) Tenant shall use good faith efforts to commence construction of the Project on or

before September 1, 2024 and to complete construction of the Project on or before August 1, 2025. If Tenant shall not have commenced construction of the Project by September 1, 2025 then Landlord shall have the right to terminate this Lease, provided that if Tenant shall have demonstrated to Landlord that it has made significant progress towards commencing construction, then Landlord shall act reasonably and in good faith to extend the construction commencement deadline beyond September 1, 2025.

Section 4. **Construction Period.**

(a) **Construction Period.** The period during which the Project will be constructed is referred to herein as the “Construction Period”. Tenant shall construct the Project during the Construction Period, at its sole cost and expense, in accordance with the Permits and in accordance with the Plans and Specifications for the Project that the Landlord has reviewed and approved under and in accordance with Section 3(b) of this Agreement.

(b) **Approved Plans and Specifications.** No material deviations from the approved Plans and Specifications may be made without the written prior approval of the Landlord (subject to Section 41). Tenant shall notify the Landlord in writing of any such proposed material changes in the Plans and Specifications and such changes must have the prior written approval of the Landlord (subject to Section 41) before they may be implemented.

(c) **Construction Inspection.** During the Construction Period, Landlord’s representative(s) shall have the right to attend jobsite meetings for the purpose of observing the progress of the work. Nothing herein contained shall be construed as an obligation upon the Landlord to inspect the work. If Landlord reasonably determines that construction is not proceeding in substantial and material accordance with the approved Permits and/or applicable FAA requirements, and the Landlord gives prompt notice to Tenant of the particular substantial and material deviation, deficiency, error or omission, the parties shall promptly meet to address reasonable concerns raised in such notice in order to ensure compliance with the applicable Permits (i.e., the applicable plan, specification or permit condition) and/or FAA requirement. The Landlord shall not communicate directly with Tenant’s Contractor or any of its subcontractors or material suppliers without an authorized representative of Tenant being present.

(d) **Professional Certifications.** Tenant shall obtain the services of a Vermont licensed engineer and architect, reasonably acceptable to the Landlord, to perform quality control observations, inspections, and testing for the Tenant and to properly document and certify that the completed Project conforms with the approved Plans and Specifications. Tenant shall direct its engineers, architects and other licensed professionals to provide the Landlord with all third-party inspection reports related to the Project at the same time as they are submitted to Tenant or Tenant’s representatives or agents. If the Landlord determines it necessary to hire its own third-party inspector(s), it will be at the Landlord’s expense and the Landlord’s inspector(s) will be allowed to perform testing and take samples as they reasonably deem necessary or desirable.

(e) **Construction Completion Deliverables.** Upon completion of construction, Tenant shall provide Landlord with the following: (i) a certification from Tenant’s architect that the Project has been constructed in material accordance with the approved Plans and Specifications and with the Permits and approvals issued therefor; (ii) a certification from Tenant’s professional engineer that all grading and utilities, including electrical, communications, natural gas, stormwater, water and sewer, necessary for the Project shall have been completed in material accordance with the approved Plans and Specifications and with the Permits and approvals issued therefor; (iii) evidence reasonably satisfactory to Landlord that all approvals, certificates of occupancy and filings necessary for the Project’s legal use and occupancy shall

have been issued by the regulatory authorities with jurisdiction over the Project; (iv) documentation evidencing that all contractors have been paid in full for the Project in accordance with the Construction Contract and that no claims for payment are outstanding; (v) as-built drawings in AutoCAD and PDF formats for the completed Project; and (vi) all additional documentation prepared by Tenant's engineer and architect with respect to the Project including notes, photographs, reports, quality control testing reports, change orders, and submittals, provided in an electronic format specified by Landlord. Landlord reserves the right to conduct a final inspection of the Project within five (5) business days after Landlord's receipt of the foregoing deliverables to ensure that the Project has been constructed in material accordance with the requirements of this Agreement. If, upon inspection, Landlord determines that there is any substantial and material construction deviation to the approved Permits and/or any applicable FAA requirement not previously approved by Landlord, Landlord shall provide written notice thereof to Tenant within three (3) business days of the inspection identifying such deviation and Tenant and Landlord shall review such deviation and reasonably cooperate to determine the appropriate remedy, if a remedy is required.

(f) Insurance During Construction Period. Throughout the Construction Period, Tenant and/or Tenant's Contractor shall each obtain and maintain the types of insurance required under Section 15 of this Agreement.

Section 5. **Rent; Rent Credit; Airport Landing Fees.**

(a) Base Rent. Commencing on the Commencement Date, Tenant shall pay "Base Rent" to Landlord at the address specified in Section 5(d) or at such other location as Landlord may hereafter designate in writing in the amount of in accordance with the rent schedule attached as **Exhibit E** hereto. As illustrated on Exhibit E, Base Rent shall increase on July 1 of each year during the Term by 3% over the Base Rent payable during the prior year.

(b) Rent Credit. Landlord acknowledges that Tenant's construction of the Project will confer a benefit to Landlord, and the parties have agreed that the value of that benefit will be approximately \$11,500,000.00. In consideration of Tenant's construction of the Project, upon Landlord's acceptance of the Project in accordance with Section 4(e) of this Agreement, Tenant shall be entitled to a credit against payment of Base Rent in the amount of Tenant's documented actual costs of the Project (the Rent Credit). Exhibit E illustrates the amount of Base Rent to be paid to Landlord each year and the amount of the Rent Credit to be applied each year assuming that the Rent Credit will be exactly \$11,500,00.00, provided that the annual Base Rent payment amounts illustrated on Exhibit E shall be paid in equally monthly installments throughout each year (for example, the \$51,772.00 to be paid during the third lease year shall be paid in monthly installments of \$4,314.33 each). If the Rent Credit is not exactly \$11,500,00.00, then the parties shall execute an amendment to this Lease to replace Exhibit E hereto with an updated rent schedule that accurately reflects the amount of the Rent Credit, provided that in no event shall the Rent Credit exceed \$13,000,000.00.

(c) Additional Rent; Rent Defined. In addition, for each lease year Tenant agrees to pay all sums of money or charges of whatsoever nature required to be paid under any provisions of this Agreement by Tenant to Landlord ("Additional Rent"), whether or not the same are designated as additional rent, on the next Base Rent payment date following written notification of such sums or charges in the same manner as Base Rent, provided that if such notification is given fewer than fifteen (15) days prior to the next installment of Base Rent coming due, then such amount of Additional Rent shall be due on the second next Base Rent payment date following such notification. Base Rent and any Additional Rent or other sums or charges are collectively referred to herein as "Rent." It is understood and agreed that the Rent to be paid to Landlord by Tenant hereunder shall be absolutely net to Landlord, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be paid by Tenant

directly to the party invoicing the same or in the form of Additional Rent, and this Agreement shall be interpreted and construed to that effect.

(d) Rent Payment. Except as otherwise specifically provided in this Agreement, all Base Rent shall be paid in monthly installments in advance, without demand or setoff, on the first (1st) day of each month throughout the Term and Base Rent for any period of less than a full month shall be prorated on a per diem basis. Except as otherwise expressly provided in this Agreement, any and all Rent and other sums payable under this Agreement shall be paid without notice, demand, counterclaim, set off, deduction, or defense and without abatement, suspension, diminution, or reduction, and the obligations and liabilities of Tenant under this Agreement shall in no way be released, discharged or otherwise affected by reason of any occurrence whatsoever. Payment shall be made at the office of the Director of Aviation, Burlington International Airport, 1200 Airport Drive #1, South Burlington, Vermont 05403 or electronically by ACH transaction or similar means to the bank account directed by Landlord. Any Rent which has not been paid when due shall incur interest at the rate of 1.5% per month and, in addition, Tenant covenants and agrees to pay to Landlord a late charge equal to five percent (5%) of each payment of Rent or other amount due hereunder which is not received by Landlord within ten (10) days after the same is due.

(e) Utilities and Services. Tenant shall, at its sole cost and expense, cause to be furnished and shall pay for all utilities and services necessary or desirable for Tenant's use of the Premises, including water, sewer, gas, electricity, communications, stormwater, and trash and recycling pick-up and disposal. Tenant covenants to pay the charges for all such utilities and services prior to delinquency and to keep the Premises free and clear of any lien or encumbrance of any kind whatsoever constituting a charge against the Premises arising from the nonpayment or a delinquency in payment for said utilities or services. No trash is allowed to be stored outside unless it is in an approved trash container located in an approved area. If Tenant fails to comply with the requirements of this provision, then Landlord reserves the right to fulfill Tenant's obligations and all costs incurred by Landlord in connection therewith shall immediately be paid by Tenant to Landlord as Additional Rent.

(f) Aircraft Landing Fees; Other Fees. In addition to Rent due hereunder, Tenant shall pay the following fees as generally applied to Airport users and as generally applied to the applicable type of aircraft:

- (i) Aircraft Landing. On or before the 10th day of each month, Tenant shall provide the Airport's Director of Aviation with a listing of its Aircraft Landings during for the preceding month. "Aircraft Landing" means any aircraft being utilized at the Airport by or on behalf of Tenant in carrying out the business which is authorized by this Agreement (including but not limited to aircraft owned or leased by Tenant, aircraft providing services to Tenant pursuant to contract whether oral or written, and aircraft being parked in or on the Premises).
- (ii) Landing Fees. Tenant shall pay Landlord Airport Landing fees at the rate established by Landlord in its sole discretion and applicable to other aircraft landing at the Airport at that same time. Landlord shall issue an initial Airport Landing fee on the Effective Date and provide Tenant written notice seven (7) days in advance if the Airport Landing Fee is changed by Landlord. Tenant shall pay Landlord the then-applicable Aircraft Landing fees on or before the last day of each month based upon the number of Aircraft Landings properly attributable to Tenant during the preceding month. Such payments shall be paid at the office of the Airport's Director of Aviation without billing.
- (iii) Late Payment of Landing Fees. If Tenant fails to promptly pay due Airport

Landing fees on or before their due date, they shall be considered past due and shall incur interest at a rate of 1.5% per month.

- (iv) Records. Tenant shall keep and maintain a complete and accurate set of records of all the Aircraft Landings for the use of Landlord and payment of fees required under this Agreement for three (3) years. Tenant shall make such records available for inspection and copying by Landlord at any and all reasonable hours and times. Landlord shall have the right, at its expense and on reasonable notice, from time to time, but in no event more than once in any 12-month period, to audit the records and other data of the Tenant relating to the provisions and requirements hereof, provided such inspection is made during regular business hours. If Tenant is found to have under-reported Aircraft Landings by five percent or more, then Tenant shall pay the full cost of the audit.
- (v) Other Fees. Tenant shall direct all entities obligated to pay any transient aircraft landing, tie down, parking, and seat charges directly to Landlord or the fixed base operator for Landlord.

(g) Security Deposit. Tenant is not required to pay a security deposit to Landlord.

Section 6. **Project; Alterations; Capital Reserve Account.**

(a) Modifications. During the Term and following completion of construction of the Project, Tenant shall not modify or alter the structural design or exterior appearance of the Building or any related site improvements in a manner that diminishes their quality without prior written approval of Landlord (subject to Section 41) to ensure the Project's compatibility with the functionality of the Airport, provided that structural modifications required from time to time to support ongoing needs of Tenant shall not require Landlord approval.

(b) Except as hereinafter expressly provided, Tenant shall not make or permit to be made any alterations, additions, changes or improvements in or to the Premises or any part thereof without first obtaining the written consent of Landlord thereto, which consent Landlord agrees not to unreasonably withhold, condition or delay, provided Tenant has fully complied with each and every term, covenant and condition in this Lease and, with respect to such alterations, additions, changes or improvements, has provided Landlord with such liability insurance policies and/or surety bonds as Landlord may reasonably request. Before requesting Landlord's consent, Tenant shall submit to Landlord detailed plans and specifications of such proposed alterations, changes, additions or improvements. Landlord shall be entitled to withhold its consent to any such alterations, additions, changes, or improvements, until such time as Tenant provides Landlord with reasonable evidence of the approval of such alterations, additions, changes or improvements by any and all municipal, state, federal or other governmental or other authorities, offices and departments now existing or hereafter created having jurisdiction over the Premises, and of the Vermont Department of Public Safety, Division of Fire Safety or other like body, which approvals Tenant shall obtain at its own cost and expense. Landlord, its architect, agents and employees, shall, upon reasonable notice, have the right to enter upon the Premises in a reasonable manner and at all reasonable times during the course of any such alterations, additions, changes or improvements for the purpose of inspection and of determining whether such work conforms to the approved plans and specifications and with the agreements herein contained. Any and all alterations, additions, improvements and changes made by Tenant at any time and all governmental approvals therefor shall immediately be and become the property of Landlord without any payment therefor by Landlord; provided, however, that it is expressly understood and agreed that any trade fixtures or other fixtures added by Tenant (other than those which are required by the terms of this Lease to be provided by

Tenant as a result of its obligation to repair or replace property furnished by Landlord) shall remain the property of Tenant and may be removed by Tenant, at Tenant's expense, upon the expiration or earlier termination of this Lease, provided that any damage caused thereby is immediately repaired by Tenant. Tenant, at its own cost and expense, will cause any and all mechanics' liens and perfections of the same which may be filed against the Premises to be paid and satisfied of record within thirty (30) days after Landlord shall send to Tenant written notice by registered mail of the filing of any notice thereof against the Premises or the Landlord, for or claiming to be for labor or materials alleged to be furnished or to be charged by or for Tenant at the Premises, or will bond such mechanics' liens and use its best efforts to have such liens discharged by an order of a court of competent jurisdiction within said thirty (30) day period. Any alterations, improvements or other work once begun must be prosecuted with reasonable diligence to completion, must be paid for by Tenant in full, free and clear of liens or encumbrances against the Premises or the Property and must be performed in all respects in accordance with all applicable laws, regulations, ordinances and codes and in a good and workmanlike manner.

(c) Capital Reserve Account. Within thirty (30) days of the Commencement Date, Tenant shall establish a joint reserve account for the repair, replacement or demolition of the Project ("Capital Reserve Account") in accordance with the following:

- (i) The Capital Reserve Account shall be in the name of Tenant and the Landlord. The parties acknowledge and agree that during any period when a Leasehold Mortgage is in effect the Leasehold Mortgagee is likely to require that it maintain and control the funds maintained in the Capital Reserve Account, and Landlord will agree to authorize the Leasehold Mortgagee to maintain and control the funds maintained in the Capital Reserve Account so long as such funds are used solely for capital replacements and improvements and not used to pay debt service (principal or interest), lender fees or expenses, or to pay any other cost, fee or expense.
- (ii) The Capital Reserve Account shall be funded monthly consistent with the parameters set forth on **Schedule 6(c)** and based on a capital reserve study performed by a mutually acceptable consultant to Tenant, or otherwise in accordance with prudent long term maintenance practices applicable to structures and infrastructure similar to the Project as approved by Landlord (subject to Section 41). Such funds, including interest earned, from this Capital Reserve Account are to be used for major maintenance, repair, and replacement activities and not for minor or ongoing maintenance items. Tenant shall inform the Landlord in advance of its intent to expend funds from the Capital Reserve Account and the purpose of the expenditure, and all expenditures shall be subject to Landlord's prior review and approval (subject to Section 41). Balances in the Capital Reserve Account shall be reviewed periodically by Tenant and the Landlord to ascertain whether monthly funding levels are appropriate. Tenant shall provide Landlord with annual account statements reflecting the balances in the Capital Reserve Account no later than June 1 of each year. At the expiration or earlier termination of this Agreement, funds remaining in the Capital Reserve Account shall be used to perform whatever repairs are then necessary to preserve the Project in good quality, habitable condition, and any excess funds remaining thereafter in the Capital Reserve Account shall become the property of Landlord. If funds from the Capital Reserve Account are used in connection with the repair or restoration of the Project following casualty damage in accordance with Section 16, then after substantial completion of such repair or restoration Tenant shall engage a consultant to perform a new life cycle analysis of the Project, and

Tenant shall thereafter fund the Capital Reserve Account monthly in accordance with such life cycle analysis, including any requirements in such analysis to bring the current funding to a particular level.

Section 7. **Taxes and Other Expenses.**

(a) **Taxes.** Tenant is responsible for payment of all transfer taxes associated with this Agreement, if any, and shall pay all income taxes, sales and use taxes, and any other taxes imposed on Tenant in connection with or by reason of its lease of the Premises and its ownership and operation of the Project. In addition, Tenant shall, from and after the Commencement Date and thereafter during the Term, pay and discharge punctually, as and when the same shall become due and payable as Additional Rent, all real estate taxes or ad valorem taxes as assessed by any government then entitled to do so, special and general assessments and other governmental impositions and charges, extraordinary as well as ordinary, including any state, regional or local taxes, fees or payments that may be imposed in lieu of such real estate or ad valorem taxes or assessments (collectively hereinafter referred to as “Taxes”), and each and every installment thereof which shall or may during the Term be charged, levied, laid, assessed, imposed, become due and payable, or a lien upon, or for, or with respect to, the Premises or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state, county and municipal governments and of all other governmental authorities whatsoever (all of which shall also be included in the term “Taxes” as heretofore defined). Landlord shall timely deliver to Tenant an invoice detailing Tenant’s share of Taxes, calculated with reference to the assessed value of the land and improvements that comprise the Premises as determined by the City of South Burlington or any additional or successor taxing authority.

(b) **Time For Payment.** Tenant shall be deemed to have complied with the covenants of this Section 7 if payment of such Taxes shall have been made either within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest or before the same shall become delinquent, and Tenant shall produce and exhibit to Landlord satisfactory evidence of such payment as and when so requested by Landlord.

(c) **Right To Contest.** Tenant or its designee shall have the right to contest or review all Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and, if necessary, in the name of and with the cooperation of Landlord and Landlord shall execute all documents reasonably necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenant shall promptly bond off or otherwise cause the removal of any lien which is placed on the Premises as a result of or arising out of such dispute and Tenant shall promptly pay all Taxes prior to commencement of any foreclosure, tax sale or other forfeiture proceeding, the result of which would be loss of title to the Premises to the taxing authority. The legal proceedings referred to in this Subsection 7(c) shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. If there is any reduction, cancellation or discharge, Tenant shall pay the amount finally levied or assessed against the Premises or adjudicated to be due and payable on any such contested Taxes.

(d) **Refunds.** Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Agreement, such refund or rebate shall belong to Tenant. Landlord will, upon the written request of Tenant, sign such receipts as may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord.

(e) **Remedies for Nonpayment.** If Tenant shall fail, refuse or neglect to make any of the

payments required by this Section, then Landlord, at its option, may pay the same or any portion thereof, and the amount or amounts so paid, including reasonable attorneys' fees and expenses incurred by Landlord in connection therewith, shall be repaid by Tenant to Landlord within ten (10) days after written demand by Landlord, and the amount thereof shall be treated as Additional Rent.

Section 8. **Maintenance, Repair, Replacements.**

(a) Landlord shall be responsible for maintaining, repairing and replacing the exterior and structural components of the Building, and for maintaining in a reasonable state of repair the parking lot and grounds of the Property outside the Building subsequent to the construction of those improvements by Tenant. Landlord shall be responsible for maintaining, repairing and replacing the plumbing lines located outside of the Building and serving the Premises and the main electrical service and incoming feeder to the Building, provided that Tenant shall be responsible for all repairs or replacements to the extent that the need for any repairs or replacements are caused by the negligent acts or omissions of Tenant, its employees, invitees, agents or contractors. In the case of repairs or replacements that are covered by Landlord's insurance and are necessary due to the negligent acts or omissions of Tenant, its employees, invitees, agents or contractors, if Landlord makes a claim against its insurance policy to pay for such repairs or replacements Tenant shall pay the deductible therefor.

(b) Tenant shall be responsible for all maintenance, repairs and replacements that are not the Landlord's obligation under Section 8(a) including, without limitation, the maintenance, repairs and replacements of the interior portions of the Premises, including without limitation all non-load-bearing walls and non-structural elements, including all floors, ceilings, doors, windows, and glass, and shall perform all maintenance and repairs as may be reasonably required to place, keep and maintain the same in good order and state of repair. Tenant shall also be responsible to maintain, repair and replace all lightbulbs, ballasts and light fixtures within the Premises at its expense. The Tenant shall, at its own expense, keep and maintain the Premises and every part thereof, in good order and repair and in a clean and sanitary condition at all times. Tenant shall remove, store and dispose of all trash and litter in a manner that does not attract pests to the Property and does not pollute the soil at or storm water runoff from the Property. Tenant agrees to maintain a minimum temperature of at least 55 degrees Fahrenheit within the Premises at all times to ensure that the mechanical and building systems servicing the Premises are functioning properly. Tenant covenants and agrees to be responsible for any and all repairs caused by Tenant's failure to properly maintain the temperature in the Premises. Landlord will have the right to cause its agents to inspect the Premises in a reasonable manner, upon reasonable notice, and at all reasonable times to assure that Tenant is complying with its duties to repair, replace and maintain hereunder. Any defect or deficiency noted as a result of such inspection shall be reported to Tenant and, provided such defect or deficiency is Tenant's responsibility as specified herein, unless the same is corrected and remedied forthwith by Tenant, Landlord shall have the right to correct and remedy the same, at Tenant's expense, and the costs of doing so shall immediately be paid by Tenant to Landlord, as additional rent.

Section 9. **Requirements of Governmental Authorities.**

(a) **Compliance.** During the Term, Tenant shall, at its own cost and expense, promptly observe and comply with all present or future, foreseen or unforeseen, laws, ordinances, requirements, orders, directives, rules and regulations duly adopted by applicable federal, state, county, and municipal governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force at the Effective Date or may in the future be passed, enacted or directed giving full effect to all vesting or "grandfathering" provisions. Tenant shall further so comply with each and every duly adopted rule, order and requirement of any applicable federal, state, municipal, legislative, executive, judicial or other governmental body, commissioner or officer or of any

bureau or department thereof, whether now existing or hereafter created, having jurisdiction over the Premises or any part thereof, or properly exercising any power relative thereto or to the owners, tenants or occupants thereof including compliance with all regulations and permits for the Project giving full effect to all vesting or “grandfathering” provisions. Tenant shall maintain the Project and the Premises, and otherwise operate the Project and the Premises, in conformity with all municipal, state and federal land use permits and approvals governing the Project or the Premises at any time giving full effect to all vesting or “grandfathering” provisions.

(b) Minimum Standards for Commercial Aeronautical Activities. Tenant’s right of access to the Property for aircraft shall be subject to all applicable federal, state and local laws, ordinances and regulations, as well as all Airport standards, rules and policies including Minimum Standards for Commercial Aeronautical Activities now in effect or hereinafter duly adopted or promulgated and consistently applied by the Airport.

(c) FAA and TSA. This Agreement is subject and subordinate to FAA regulations duly adopted and consistently applied governing the use of Airport including those regulations imposed by reason of the Landlord’s acceptance of federal funds relative to the operation or maintenance of the Airport, the transfer of federal rights, funds or property to Landlord for Airport purposes, or the expenditure of federal funds for the improvement or development of the Airport. In addition, this Agreement may be amended without further consideration (except as provided below) if and to the extent required by the FAA or Transportation Safety Administration (“TSA”) or their respective successor agencies as a condition precedent to Landlord’s receipt of federal rights, funds or property for Airport purposes, or precedent to the expenditure of federal funds for the improvement or development of the Airport. If the FAA requires modifications or changes to this Agreement as a condition precedent to Landlord’s receipt or retention of funds for the improvement of the Airport, Tenant agrees to execute and deliver to Landlord an amendment to this Agreement (prepared by Landlord) that effects such modifications or changes as may be required to enable the Landlord to obtain or retain such funds or funding. If any such amendment as described in this Section 9(c) modifies the terms and conditions of this Agreement in a manner that causes the Tenant to directly incur costs, expenses or fees that materially modify the financial bargain embodied by this Agreement or otherwise materially adversely affects Tenant’s use of the Premises or other rights under this Agreement, then the parties shall use good faith efforts to cooperatively seek to obtain exemptions or exclusions from the FAA or TSA requirements in an effort to eliminate or minimize the costs or expenses or other material adverse effects arising from the amendment sought to be imposed and, if such exemptions or exclusions are not forthcoming, to modify the terms of this Agreement in order to eliminate, minimize or otherwise fairly account for such costs or expenses or other material adverse effects. Without limiting the foregoing, the Tenant agrees that it is subject to the terms and provisions of the required federal provisions included on **Exhibit F** attached hereto, with the understanding that the Tenant is the “Contractor” identified therein.

(d) Livable Wage Ordinance. Tenant shall construct and operate the Project and the Premises in accordance with the requirements of the City of Burlington Livable Wage Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance on an annual basis (due by April 1st of each year) if requested by Landlord.

(e) Union Deterrence Ordinance. Tenant shall construct and operate the Project and the Premises in accordance with the requirements of the City of Burlington Union Deterrence Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance if requested by Landlord.

(f) Non-Outsourcing Ordinance. Tenant shall construct and operate the Project and the

Premises in accordance with the requirements of the City of Burlington Outsourcing Ordinance to the extent such requirements are applicable to such activities and shall provide the required certification attesting to compliance with this ordinance if requested by Landlord.

(g) No Discrimination. Tenant, for itself and its personal representatives, successors and assigns, as part of the consideration hereof, does hereby covenant and agree that (i) no person on the grounds of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, genetic information or other protected classification shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Tenant's facilities pursuant to its operations hereunder; (ii) in the furnishing of services at the Project and the Premises, no person on the grounds of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, genetic information or other protected classification shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination; (iii) Tenant shall ensure compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended by Executive Order 11375 and as supplemented by the Department of Labor regulations (41 CFR Part 60); (iv) Tenant shall also comply with the rules, regulations and relevant orders of the Secretary of Labor, Nondiscrimination regulations 49 C.F.R. § 21 through Appendix C, and Regulations under 23 C.F.R. § 710.405(b); (v) Tenant shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6 and 7, relating to fair employment practices to the extent applicable; and (vi) all subcontracts shall include reference to the above.

(h) Public Records Act. Any and all records submitted to Landlord, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of Landlord. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages or sections that are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

(i) Right to Contest. Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of Tenant, without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in this Section 9 and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding. Notwithstanding the foregoing, Tenant shall promptly bond off or otherwise cause the removal of any lien which is placed on the Premises as a result of or arising out of such dispute, provided that in no event shall Tenant be permitted or authorized to maintain any such contest if doing so has or would have an adverse effect on the Airport as determined by Landlord in its discretion.

(j) Aircraft Parking. Tenant shall abide by all Airport rules concerning parking of aircraft. Tenant shall not park or allow any contract carrier to park an aircraft or leave or allow the same to be left standing on a public landing area, public ramp and apron area, public cargo ramp and apron area, public aircraft parking and storage area, or operational area, except as such places as may be prescribed or permitted by the Airport's Director of Aviation. Tenant further covenants and agrees to move or cause to be moved such aircraft from the place where it is parked or stored to any other place as designated and directed by the Airport's Director of Aviation. At no time will Tenant occupy or enter any portion of

existing or future Air Carrier Apron as defined by TSA and FAA regulations.

(k) **Security.** Tenant shall secure the Premises with construction fencing prior to performing any work on the Premises during the Construction Period and shall maintain the safety and security of the Premises during the Term of this Agreement. Tenant shall observe and comply with any and all present and future security regulations and procedures and operational procedures promulgated from time to time by or at the direction of the Landlord for the administration of the Airport, including but not limited to training and Secure Identification Area (“**SIDA**”) Badging requirements. Tenant shall create a security policy covering the Premises that will include, but not be limited to, security procedures, configurations, infrastructure and equipment, provision of emergency alerts and notices to Landlord, reporting guidelines, maintenance of security footage and records, staffing of security personnel, and training of personnel. Tenant shall be responsible for following this policy. The Landlord shall review the proposed security policy and any subsequent revisions and, at the Landlord’s sole but reasonable discretion, may either approve or require changes. Tenant shall, at its sole cost and expense, install, maintain and replace as necessary all equipment necessary for SIDA compliance, including but not limited to badge readers, locks, alarms, doors and cameras. Any alterations to existing security configurations, SIDA boundaries, infrastructure, and equipment will require the Landlord’s prior written consent (subject to Section 41). Landlord shall reasonably cooperate with Tenant to minimize interference with Tenant’s business operations, including the installation of SIDA equipment in additional locations as is reasonably determined by Tenant to promote efficient circulation within the Premises.

Section 10. **Covenant Against Liens.** If during the Term, including during the Construction Period, any mechanic’s lien or other lien shall be filed against the Premises or any portion of the Property because of any work performed upon the Premises by or at the expense of Tenant, or any failure of Tenant to pay Taxes in accordance with this Agreement, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within twenty (20) days after the recording thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys’ fees, resulting therefrom. If Tenant fails to timely discharge any such lien by payment or bond, Landlord may (but shall not be obliged to) pay the amount of such lien, or discharge the same by bonding, and the amount so paid shall be deemed to be Additional Rent.

Section 11. **Access to Premises.** During the Term, Landlord or Landlord’s agents shall have the right to inspect the Project and the Premises at reasonable times upon reasonable advance notice to Tenant, given no more than twice in any consecutive 12 month period (except in the event of an emergency).

Section 12. **Assignment and Subletting.** Without the prior written consent of Landlord, Tenant shall not assign, by operation of law or otherwise, or sublet the whole or any part of the Premises, and any transfer, assignment or subletting without the prior written consent of Landlord as provided above shall be void *ab initio*. Landlord’s consent to a transfer, assignment or subletting, or to any use or occupancy by a party other than Tenant, shall not invalidate or constitute a waiver of this provision, and each subsequent transfer or assignment, and each subsequent use and occupancy by a party other than Tenant shall likewise be made only with the prior written consent of Landlord.

Section 13. **Leasehold Mortgage.**

(a) Tenant shall have the right to mortgage or pledge its interest in this Lease (a “**Leasehold Mortgage**”) to one or more mortgagees (a “**Leasehold Mortgagee**”) at any time and from time to time. The term “Leasehold Mortgage” as used in this Agreement shall include a mortgage, a deed of trust, a deed to secure debt and any other conveyance or agreement for security purposes, which may now or hereafter affect the Premises. The term “Leasehold Mortgagee” as used in this Agreement shall include the holder of (including any nominee or administrator) or the beneficiary under, as the case may be, a

mortgage, deed of trust, deed to secure debt or any other conveyance or agreement for security purposes, which may now or hereafter affect the Premises.

(b) Tenant or the Leasehold Mortgagee shall give to Landlord written notice of the making of any Leasehold Mortgage (which notice shall contain the name and office address of the Leasehold Mortgagee) within ten (10) days after the execution and delivery of such Leasehold Mortgage and a duplicate original or certified copy thereof.

(c) Landlord shall give to each Leasehold Mortgagee, at the address of such Leasehold Mortgagee set forth in the notice from such Leasehold Mortgagee or from Tenant, and otherwise in the manner provided by Section 25, a copy of each notice given by Landlord to Tenant hereunder (including notice of an Event of Default) at the same time as and whenever any such notice shall thereafter be given by Landlord to Tenant, and no such notice by Landlord shall be deemed to have been duly given to Tenant (and no grace or cure period shall be deemed to have commenced) unless and until a copy thereof shall have been given to each such Leasehold Mortgagee. The Leasehold Mortgagee (i) shall thereupon have a period of thirty (30) days more in the case of an Event of Default in the payment of Rent and sixty (60) days more in the case of any other Event of Default (or in the case of a non-monetary Event of Default which shall require more than sixty (60) days to cure using due diligence, then such longer period of time as shall be necessary so long as such Leasehold Mortgagee shall have commenced to cure (or caused to be commenced such cure) within such 60-day period and continuously prosecutes or causes to be prosecuted the same to completion with reasonable diligence and continuity), after the applicable period afforded Tenant for remedying the Event of Default or causing the same to be remedied has expired and (ii) shall, within such period and otherwise as herein provided, have the right (but not the obligation) to remedy such Event of Default or cause the same to be remedied. Landlord shall accept performance by or on behalf of the Leasehold Mortgagee of any covenant, condition or agreement on Tenant's part to be performed hereunder with the same force and effect as though performed by Tenant, so long as such performance is made in accordance with the terms and provisions of this Lease. Landlord shall not object to any temporary entry onto the Premises by or on behalf of the Leasehold Mortgagee to the extent necessary to effect such Leasehold Mortgagee's cure rights, provided such entry is in compliance with Applicable Law. Notwithstanding anything to the contrary, the Leasehold Mortgagee shall have no obligation to cure an Event of Default except as expressly provided in this Lease.

(d) A non-monetary default by Tenant or a non-monetary Event of Default shall not be deemed to exist as long as the Leasehold Mortgagee, in good faith, (i) shall have commenced to cure (or caused to be commenced such cure) the default or Event of Default within the time periods provided in Section 13(c), and continuously prosecutes or causes to be prosecuted the same to completion with reasonable diligence and continuity (subject to Unavoidable Delays), or (ii) if possession of the Premises or any part thereof is required in order to cure such default or Event of Default, shall have notified Landlord within thirty (30) days after the applicable period afforded to Tenant for remedying the default or Event of Default shall have expired of its intention to institute foreclosure proceedings to obtain possession directly or through a receiver, and thereafter commences such foreclosure proceedings, prosecutes such proceedings with all reasonable diligence and continuity (subject to Unavoidable Delays) and, upon obtaining such possession, commences promptly to cure the default or Event of Default and prosecutes the same to completion with all reasonable diligence and continuity (subject to Unavoidable Delays).

(e) Notwithstanding anything in this Section 13 to the contrary, a Leasehold Mortgagee shall not be required to cure any Incurable Defaults of Tenant, and if any Leasehold Mortgagee, assignee or transferee shall acquire the Premises pursuant to a foreclosure or transfer in lieu of foreclosure, then any such Incurable Default by Tenant shall no longer be deemed a default or Event of Default. For purposes of this Agreement, "Incurable Default" shall mean (i) any Event of Default described in Section 21(a)(iv)

or Section 21(a)(v), (ii) any Event of Default that is personal in nature to the Tenant, and (iii) any Event of Default that is based upon Tenant's wrongful assignment of this Lease or any interest therein (other than a wrongful assignment to such Leasehold Mortgagee).

(f) With respect to any default or Event of Default, so long as the Leasehold Mortgagee shall be diligently exercising its cure rights under this Section 13 with respect thereto within the applicable cure periods set forth above and so long as, if possession of the Premises is required to cure the same, the Leasehold Mortgagee shall be taking the actions required by Section 13(d), Landlord shall not (i) re-enter the Premises, (ii) serve a termination notice, or (iii) bring a proceeding on account of such default to (A) dispossess Tenant and/or other occupants of the Premises, (B) re-enter the Premises, or (C) terminate this Lease or the leasehold estate (such rights described in clauses (i), (ii) and (iii) being herein "Landlord's Termination Rights"). Upon any cessation of the Leasehold Mortgagee so exercising such rights and undertaking such activities, Landlord may exercise any of Landlord's Termination Rights hereunder. Nothing in the protections to Leasehold Mortgagees provided in this Lease shall, however, be construed to either (i) extend the Term beyond the expiration date provided for in this Lease that would have applied if no default had occurred or (ii) require such Leasehold Mortgagee to cure any non-monetary default by Tenant that is not capable of being cured as a condition to preserving this Lease or, in the case of a Leasehold Mortgagee only, to obtaining a New Lease as provided in this Section 13.

(g) The exercise of any rights or remedies of a Leasehold Mortgagee, including the consummation of any foreclosure or transfer in lieu of foreclosure, shall not constitute a default under this Lease. A Leasehold Mortgagee shall provide Landlord with prior written notice of its commencement of any foreclosure or of its commencement of any efforts to cause a transfer in lieu of foreclosure.

(h) No Leasehold Mortgagee shall become liable under the provisions of this Lease unless and until such time as it becomes, and then only for so long as it remains, the owner of the leasehold estate created hereby and no performance by or on behalf of such Leasehold Mortgagee of Tenant's obligations hereunder shall cause such Leasehold Mortgagee to be deemed to be a "mortgagee in possession" unless and until such Leasehold Mortgagee shall take control or possession of the Premises.

(i) New Lease.

(i) In the event of the termination of this Lease as a result of an Event of Default by Tenant, prior to the expiration of the Term, whether by summary proceedings to dispossess, service of notice to terminate, or otherwise, or as a result of any bankruptcy, insolvency or similar proceedings, Landlord shall serve upon each Leasehold Mortgagee who is entitled to notice, written notice of such termination promptly following same, together with a statement of any and all sums which would at that time be due under this Lease but for such termination, and of all other defaults, if any, under this Lease then known to Landlord. Subject to Section 13(i)(iv) below, the Leasehold Mortgagee shall thereupon have the option to obtain a new lease in accordance with and upon the following terms and conditions, and otherwise upon the same terms and conditions and in the same form as this Lease (including a term that expires on the same expiration date as this Lease) (a "New Lease"):

- i. Upon the written request of such Leasehold Mortgagee, served upon Landlord in accordance with Section 25, within forty-five (45) business days after service upon the Leasehold Mortgagee of the aforementioned notice of termination, Landlord shall enter into a New Lease of the Premises with the Leasehold Mortgagee or any designee of the

Leasehold Mortgagee (such Leasehold Mortgagee or such designee, the "New Tenant").

- ii. The New Lease shall be effective as of the date of termination of this Lease and shall be for the remainder of the Term and at the Base Rent and upon all the agreements, terms, covenants and conditions hereof, it being acknowledged that the New Lease is effectively a reinstatement of this Lease (but with the New Tenant). Upon and as a condition to Landlord's execution of such New Lease, the New Tenant shall pay any and all sums which would at the time of the execution thereof be due under this Lease but for its termination, as aforesaid, and shall commence to remedy any non-monetary defaults (other than Incurable Defaults) under this Lease (and the New Lease shall require the New Tenant to diligently continue to remedy such non-monetary defaults until cured). Landlord shall have no obligation to deliver physical possession of the Premises in connection with the giving of any such New Lease to the extent that Landlord shall not previously have recovered possession of same.
 - iii. Nothing herein contained shall release Tenant from any of its obligations under this Lease which shall not have been discharged or fully performed by Tenant or by such Leasehold Mortgagee.
- (ii) As between Landlord and such New Tenant, any such New Lease and the leasehold estate thereby created, subject to the same conditions contained in this Lease, shall continue to maintain the same priority as this Lease with regard to any mortgage or any other lien, charge or encumbrance whether or not the same shall then be in existence.
 - (iii) Upon the execution and delivery of a New Lease under this Section 13(i), all subleases which theretofore may have been assigned to Landlord thereupon shall be assigned and transferred, without recourse, by Landlord to the New Tenant. Between the date of termination of this Lease and the date of execution and delivery of the New Lease, if a Leasehold Mortgagee shall have requested such New Lease, Landlord shall not enter into any new subleases, cancel or modify in any material respect any then-existing subleases or accept any cancellation, termination or surrender thereof (unless such termination shall be effected as a matter of law on the termination of this Lease) without the written consent of the Leasehold Mortgagee, not to be unreasonably withheld, conditioned or delayed, except as permitted in the subleases.
 - (iv) Any rejection of this Lease by any trustee of Tenant in any bankruptcy, reorganization, arrangement or similar proceeding which would otherwise cause this Lease to terminate, shall, without any action or consent by Landlord, Tenant or any Leasehold Mortgagee, effect the transfer of Tenant's interest hereunder to the Leasehold Mortgagee or its nominee or designee. Such Leasehold Mortgagee may reject the transfer of this Lease upon such transfer upon giving notice thereof to Landlord no later than thirty (30) days after notice from Landlord of such transfer. Such Leasehold Mortgagee shall thereupon have no further rights or obligations hereunder. Alternatively, the Leasehold Mortgagee may, during such 30-day period, request a New Lease in accordance with the provisions of

this Section 13(i). In the event that the Leasehold Mortgagee shall fail either to timely effect the transfer of this Lease or timely request a New Lease, then this Lease shall be deemed terminated and no Leasehold Mortgagee shall have any further rights under this Lease.

(j) Additional Leasehold Mortgagee Protective Clauses. In addition to the other rights, notices and cure periods afforded to the holders of any Leasehold Mortgage, Landlord further agrees that:

- (i) without the prior written consent of the Leasehold Mortgagee, Landlord will neither agree to any material modification or amendment of this Lease, including any modification or amendment that increases Tenant's obligations or reduces Tenant's rights under this Lease, nor accept a surrender or cancellation of this Lease;
- (ii) Landlord shall execute any modification to the Lease and enter into recognition agreements (in form and substance reasonably acceptable to Landlord, at the cost and expense of the party making the request) as reasonably requested by a Leasehold Mortgagee as a condition to making a loan to Tenant, provided that the same does not materially increase Landlord's obligations or materially diminish Landlord's rights hereunder;
- (iii) the Leasehold Mortgagee shall have the right to participate in the adjustments of any insurance claims of the nature set forth in Article 16 and condemnation awards of the nature set forth in Article 17; and
- (iv) within fifteen (15) business days following the written request of Tenant from time to time, Landlord shall execute and deliver an instrument addressed to the holder of any Leasehold Mortgage confirming that such holder is a Leasehold Mortgagee and entitled to the benefit of all provisions contained in the Lease which are expressly stated to be for the benefit of Leasehold Mortgagees.

(k) No merger of fee title with the leasehold interest under any circumstances (whether voluntary or involuntary or effected by the Landlord or the Tenant) will result in the termination of this Agreement or an extinguishment of any Leasehold Mortgage.

(l) Notwithstanding any other term or provision of this Lease to the contrary, Landlord's interest in this Lease and in the Premises shall not be subject or subordinate to any Leasehold Mortgage now or hereafter placed upon Tenant's interest in this Lease, the leasehold interest created hereby, or upon any interest in Tenant.

Section 14. **Signs.** Tenant has the right to place, install or maintain upon the Premises any sign, symbol, advertisement or similar device which is intended to be visible to public view from outside the Premises so long as Tenant first obtains, at its sole expense, all necessary governmental permits and approvals therefor and Landlord's prior written consent (subject to Section 41).

Section 15. **Indemnity and Insurance.**

(a) To the fullest extent permissible under applicable law, Tenant shall, from and after the Effective Date, defend, indemnify and hold harmless Landlord, its officers and employees, from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and reasonable attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity),

expenses, demands, suits and causes of action (all of the foregoing collectively referred to as “Liabilities”) arising out of or in connection with (i) damage to property or death or injury to any person sustained on or about the Premises, or arising (directly or indirectly) out of or in connection with Tenant’s possession, use, occupation or control of the Premises, (ii) damage to any property or death or injury to any person anywhere occasioned, or claimed to have been occasioned, by any willful misconduct or any negligent act or omission of Tenant, its agents, employees, licensees or contractors and (iii) any breach or default of this Agreement by Tenant, its agents, employees, licensees or contractors, except in any event to the extent such damage, death, injury or Liabilities are caused by or arise from the willful misconduct or negligence of Landlord.

(b) Insurance Certificates. Unless waived in writing or otherwise provided by the Landlord, the Tenant shall procure the insurance coverages identified below at the Tenant's own expense and shall furnish the Landlord an insurance certificate listing “City of Burlington, Burlington International Airport” as the certificate holder. The insurance certificate must provide the following:

- Name and address of authorized agent.
- Name and address of insured.
- Name of insurance company(ies).
- Description of policies, including coverage type and amounts.
- Policy Number(s).
- Policy Period(s).
- Limits of liability.
- Name and address of Landlord as certificate holder.
- Signature of authorized agent.
- Telephone number of authorized agent.
- Insurance company will endeavor to notice in accordance with the policy provisions in the event of cancellation/non-renewal.
- Landlord designated as additional insured under all policies with the exception of professional liability and workers’ compensation.

Landlord may require certificates of insurance for any insurance policies entered into by Tenant, and Tenant is responsible for annually verifying and confirming in writing to Landlord that all sub-contractors, agents, operators or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Agreement shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Tenant.

(c) Policy Provisions. Each of the insurance coverages required below (i) shall be issued by a company licensed by the State of Vermont to transact the business of insurance in the State of Vermont for the applicable line of insurance, and (ii) shall be an insurer with a Best Policyholders Rating of "A-/VIII" or better by the latest *Best Insurance Report* or has an analogous rating from a comparable rating service approved by Landlord. Each such policy shall contain the following provisions:

- (i) All certificates shall contain a provision stating that the coverages afforded under said policies will not be cancelled, materially changed or not renewed without at least thirty (30) days written prior notice to the Landlord; and
- (ii) The policies shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives and shall contain a clause to the effect that such policies and the coverage evidenced thereby shall be primary with respect to any policies

carried by Landlord, and that any coverage carried by Landlord shall be excess insurance. In no event shall the limits of said policies be considered as limiting the liability of Tenant under this Agreement.

(d) Insurance Coverages. During the Term, the Tenant agrees to purchase and maintain the following types of insurance coverages, and provide evidence of continuing coverage to Landlord on an annual basis. Under no circumstances shall Tenant's liability be limited to the amount of insurance carried. Any changes to insurance are at the sole expense of Tenant. Limits of insurance required at the Effective Date of this Agreement are as follows:

- (i) Workers' Compensation and Employer's Liability. The Tenant agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than \$500,000/accident (bodily injury by accident) and \$500,000 policy limit, \$500,000/employee (bodily injury by disease). The Tenant shall require all contractors and subcontractors performing work or occupying the Premises under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation coverages and Tenant shall require from its general contractor(s) that all subcontractors submit certificates of such insurance to Landlord prior to performing work or occupying the Premises.
- (ii) Employers' Liability Insurance. If Tenant has employees, the Tenant shall also maintain Employers Liability Insurance Coverage with limits of at least:

Bodily Injury by Accident - \$500,000 each accident; and
Bodily Injury by Disease - \$500,000 each employee.
Bodily Injury by Disease - \$500,000 policy limit.

The Tenant shall require all contractors and subcontractors performing work or occupying the Premises under this Agreement to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and Tenant shall require from its general contractor(s) that it and all subcontractors submit certificates of such insurance to Landlord prior to performing work or occupying the Premises. Notwithstanding the foregoing, recognizing that not all subcontractors will have the limits set forth herein, the Tenant may allow its contractor to have discretion to accept lower limits from subcontractors as appropriate.

- (iii) Commercial General Liability Insurance. The Tenant shall provide Commercial General Liability Insurance naming the Landlord as additional insured on a primary, non-contributory basis which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures and underground damage liability. The Commercial General Liability Insurance shall provide at minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.
- (iv) Commercial Business Automobile Liability Insurance. The Tenant shall provide Commercial Business Automobile Liability Insurance naming the Landlord as additional insured on a primary, non-contributory basis which shall include

coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each accident.

- (v) Commercial Umbrella Liability Insurance. The Tenant shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability, and Employers' Liability on a follow form basis in addition to the minimum limits set forth herein and including identical additional insured requirements as required in the primary liability policies. The minimum amount of Umbrella limits required above the coverages and minimum limits stated above shall be \$4,000,000 per occurrence and \$4,000,000 in the aggregate. Alternatively, if excess coverage is not available for any of the liability policies referenced above, the minimum limits of the underlying policy shall be increased by \$4,000,000 per occurrence and \$4,000,000 in the aggregate.

- (vi) Builders Risk Insurance. During the construction of the Project, any major renovation (defined to mean with a cost in excess of \$100,000) or major reconstruction of all or any portion of the Project, Tenant shall provide, or cause its Contractor to provide, a Builder's Risk Insurance Policy to be made payable to the Landlord and Tenant as their interests may appear, but in all instances subject to the terms, conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee. The policy amount should be equal to 100% of the construct sum under any construction contract applicable to any such reconstruction. All deductibles shall be the sole responsibility of Tenant or the Contractor, and in no event shall the amount of any deductible exceed \$250,000.00. The policy shall be endorsed substantially as follows:

"The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
 - (ii) Partial or complete occupancy by Tenant, and
 - (iii) Performance of work in connection with construction operations insured by the Tenant, by agents or sublessees or other contractors of Tenant, or by contractors of the Tenant."
- (vii) During the construction of the Project, any major renovation (defined to mean with a cost in excess of \$100,000) or major reconstruction of all or any portion of the Project, Tenant shall require its general contractor, architect and other design professionals with significant design obligations (other than the landscape architect) to carry professional liability insurance covering claims arising out of negligent errors or omissions in rendering or failure to render professional services, in an amount not less than \$1 million each claim and \$2 million annual aggregate; coverage shall include liability arising out of a contract, and if such insurance is on a claims made basis, Tenant's architect shall maintain liability coverage for not less than five years following the date of substantial completion

of the work.

- (viii) Property Insurance. Landlord will insure the Building against loss by fire and other casualty under an “all risk” Property Insurance Policy in such amounts as Landlord may consider reasonable by policies which shall include standard extended coverage endorsements. The policy amount should be equal to 100% of the replacement value of the completed Project and related improvements and shall include replacement cost, demolition cost and increased cost of construction endorsements. All deductibles shall be the sole responsibility of Tenant, and in no event shall the amount of the “All Risk” deductible exceed \$10,000.00. Tenant shall be responsible for maintaining any and all insurance upon Tenant’s property in and upon the Premises and the value of any Tenant improvements to the Premises, by policies which shall name Landlord as an additional insured, as Landlord’s interests may appear, and Landlord shall not be held responsible for any damage thereto.
- (ix) Performance Bond and Payment Bond. During the construction of any major renovation (defined to mean with a cost in excess of \$500,000) or major reconstruction of all or any portion of the Project, Tenant shall deliver to Landlord, at the time of execution of a contract related to such construction or reconstruction work evidence of, (x) a Performance Bond of Tenant’s contractor equal to 100% of the completed value of the work with Landlord named as a co-obligee, and (y) a Labor and Materials Payment Bond from Landlord’s contractor in the amount equal to 100% of the completed value. For additional clarity, this Section 15(d)(ix) shall not apply with respect to the initial construction of the Project, bonding for which is addressed in Section 3(d)(iii), or otherwise with respect to work being performed by the Contractor.

(e) Waiver of Subrogation. Each of Landlord and Tenant hereby releases the other and their officers, directors, shareholders, agents and employees from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by any of the perils which are insured against under standard policies of fire and casualty insurance (including extended coverage), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. This provision shall be deemed suspended during any period of time when insurance companies will not issue insurance policies for properties with such a provision in this Agreement.

(f) Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein continues throughout the Term and shall not terminate until this Agreement has expired or been terminated and the Premises surrendered.

(g) Review of Insurance. Subject to the terms and conditions of any Leasehold Mortgage and the requirements of any Leasehold Mortgagee, the Landlord reserves the right to review the insurance coverage requirements every five years to ensure that the specified coverages and limits remain commercially reasonable for similar improvements and facilities, and Tenant shall modify its coverage throughout the term of this Agreement at Tenant’s sole expense upon the reasonable request of Landlord if the specified coverages and limits are no longer commercially reasonable for similar improvements and facilities.

Section 16. Damage or Destruction. If, during the Term, the Project is wholly or partially damaged or destroyed, Tenant shall promptly give written notice of that damage or destruction to Landlord. Any

such damage or destruction shall not terminate this Agreement, and Landlord shall apply available insurance proceeds and the amount then held in the Capital Reserve Account to promptly repair, restore, replace, rebuild, or reconstruct (herein "Restoration" or "Restore") the Project to substantially the same quality, workmanship, finishes and size as existed immediately before the damage or destruction unless the parties mutually agree to do otherwise. The Restoration shall be commenced promptly and prosecuted with due diligence following adjustment or collection of insurance proceeds. Base Rent required to be paid hereunder shall abate in proportion to that part of the Premises that is rendered unfit for occupancy bears to the whole of the Premises until Restoration is complete. The parties acknowledge that if funds held in the Capital Reserve Account are used in connection with the restoration of the Project, the reduction of the sum then held in the Capital Reserve Account may be offset by the fact that some or all of the Project shall have been replaced prior to their scheduled replacement. Notwithstanding the foregoing, Tenant agrees that if reasonably requested by Landlord, it shall commission a third-party consultant selected and paid for by Tenant and reasonably acceptable to Landlord to perform a life cycle analysis of the Project following restoration to determine the amount by which the Capital Reserve Account shall be funded on a monthly basis following restoration.

Section 17. **Condemnation or Eminent Domain; Certain Other Governmental Orders.**

(a) If, at any time during the Term of this Lease, title to a substantial portion of the Premises (meaning thereby so much as shall render the remaining portion substantially unusable by Tenant for the purposes set forth in Section 3) shall be taken by exercise of the right to condemnation or eminent domain or by agreement between Landlord and those authorized to exercise such right (all such proceedings being collectively referred to as a "Taking"), this Lease shall terminate and expire on the date of such Taking and rent shall be apportioned and paid to the date of such Taking. Except as expressly set forth below, any award for the value of the Premises, land, buildings and improvements, and loss of rent from Tenant, shall belong to Landlord, and Tenant shall not be entitled to share in any such award. To the extent such compensation award or recovery to Tenant does not diminish the amount of the compensation award or recovery otherwise awardable to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of any condemnation, for and on account of any cost or loss to which Tenant might be put in relocating its business or removing Tenant's merchandise, furniture, fixtures and equipment from the Premises, for any cost or loss to Tenant's improvements, or for loss of the value, if any, of Tenant's leasehold interest at the time of the Taking. If the title to less than a "substantial portion" of the Premises shall be taken in condemnation so that the business conducted on said Premises can be continued without material diminution, this Lease shall continue in full force and effect. If the Taking does not amount to a substantial portion but does materially adversely affect Tenant's ability to conduct its business, the rent from and after the date of the vesting of title in the condemnor shall be equitably adjusted to reflect the diminished value of the Premises to Tenant as a direct result of the condemnation..

(b) The parties acknowledge that if funds held in the Capital Reserve Account are used in connection with the restoration of the Project following a Taking, the reduction of the sum then held in the Capital Reserve Account may be offset by the fact that some or all of the Project shall have been replaced prior to their scheduled replacement. Notwithstanding the foregoing, Tenant agrees that if reasonably requested by Landlord, it shall commission a third-party consultant selected and paid for by Tenant and reasonably acceptable to Landlord to perform a life cycle analysis of the Project following restoration to determine the amount by which the Capital Reserve Account shall be funded on a monthly basis following restoration.

(c) In the event of the issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Tenant of all or any substantial part of the Premises or

preventing or restraining the use of the Airport for usual Airport purposes in its entirety, or the use of any part thereof which may be used by Tenant and which is necessary for Tenant's operations on the Airport, Landlord shall not be deemed in default of its obligations hereunder, and Tenant's obligation to pay Rent shall equitably abate until such order terminates or is vacated.

(d) In the event that any agency or instrumentality of the federal or any state or local government shall occupy the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport or its use for civil aviation, and any of said events shall result in material interference with Tenant's normal operations, Landlord shall not be deemed in default of its obligations hereunder, and Tenant's obligation to pay Rent shall equitably abate until such state affairs ceases and normal operations resume

Section 18. Landlord's Right to Mortgage Property.

(a) Landlord shall have the right to grant one or more mortgages, deeds of trust or other security instruments on Landlord's interest in the Premises (each, a "Fee Mortgage"), subject to Section 18(b).

(b) Any Fee Mortgage shall automatically and without further act be subject and subordinate in all respects to this Lease, any Leasehold Mortgage and the Tenant's rights hereunder. The foregoing is intended to provide that although the Fee Mortgage pertains to the fee interest in the Property, any exercise by the holder of a Fee Mortgage (each, a "Fee Mortgagee") of its remedies thereunder shall be subject to this Lease and any Leasehold Mortgage and shall not terminate or otherwise affect this Lease. No foreclosure of such Fee Mortgage (or deed in lieu of such foreclosure) or other exercise of remedies under a Fee Mortgage, shall operate to disturb the rights of Tenant under this Lease or the rights of a Leasehold Mortgagee under a Leasehold Mortgage, and the transferee thereof shall recognize such rights. The foregoing provisions of this Section 18(b) are intended to be self-operative, but each Fee Mortgagee, by acceptance of its Fee Mortgage, shall be deemed to have agreed to execute such further assurances as Tenant or any Leasehold Mortgagee may reasonably request to confirm the agreements set forth in this Section 18(b).

Section 19. Environmental Compliance.

(a) Except as provided in Subsections 19(b) and 19(d), below, to the extent caused by or arising from the acts or omissions of Tenant, its agents, employees or contractors, to the fullest extent permissible under applicable law, Tenant shall defend, indemnify, and hold harmless Landlord and its officers and employees from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including reasonable attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to: (i) the presence, disposal, release, or threatened release of any Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors; and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities which are based upon or in any way

related to Hazardous Materials on or from the Premises, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by a party other than Tenant, its agents, employees or contractors. For purposes of this Section 19, the term “Hazardous Materials” includes any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances, oil or petroleum products, asbestos, or related materials; including as the same are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, *et seq.*), applicable Vermont Statutes, and in the regulations adopted and publications promulgated pursuant thereto. Tenant shall provide Landlord with copies of any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials and the Premises and shall give Landlord written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises. The foregoing provisions shall be in addition to any other obligations and liabilities Tenant may have under this Agreement, at common law, or otherwise.

(b) Tenant shall not be liable to Landlord for any Hazardous Materials to the extent that such Hazardous Materials were generated, stored, handled, transported, disposed of, discharged or released by any party other than Tenant, its agents, employees or contractors.

(c) Tenant shall provide Landlord with copies of any environmental reports or studies in its possession or in the possession of its agents which it can obtain without expense related to the Premises and any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in connection with Hazardous Materials on, from or affecting the Premises and shall give Landlord written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises.

(d) Except as otherwise provided in Subsection 19(a), above, to the fullest extent permissible under applicable law, Landlord shall defend, indemnify, and hold harmless Tenant and its members and managers from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to: (i) the presence, disposal, release, or threatened release of any Hazardous Materials on, from, or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released prior to the Effective Date and/or by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Materials on, from or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released prior to the Effective Date and/or by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to Hazardous Materials on, from or affecting the Premises; and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities based upon or in any way related to Hazardous Materials on, from or affecting the Premises to the extent generated, stored, handled, transported, disposed of, discharged or released prior to the Effective Date and/or by Landlord or its tenants, agents, employees, licensees or contractors, except in any such case to the extent of any negligence or willful misconduct with respect to the foregoing by Tenant, its agents, employees, licensees or contractors. Landlord shall provide Tenant with copies of any notices, correspondence, warnings, guidance or other written materials received from any governmental authority or other person or entity in

connection with Hazardous Materials on, from or affecting the Premises and shall give Tenant written notice of its discovery or release of any Hazardous Materials on, from or affecting the Premises. The foregoing provisions shall be in addition to any other obligations and liabilities Landlord may have under this Agreement, at common law, or otherwise.

Section 20. **Quiet Enjoyment.** Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed under this Agreement, Tenant shall and may peaceably and quietly have, hold, occupy and enjoy the Premises, the Project and all appurtenances thereto without hindrance or molestation from any person claiming by, through or under Landlord.

Section 21. **Defaults.**

- (a) If any one or more of the following events (herein called "**Events of Default**") shall occur:
- (i) if default shall be made in the due and punctual payment of any installment of Rent, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) business days after written notice thereof from Landlord; provided, however, that once Landlord has given Tenant two (2) such notices during any twelve (12) consecutive month period, Landlord shall not be required to give further written notice, and thereafter the failure by Tenant to pay any installment of Rent, when and as the same shall become due and payable, which failure continues for a period of ten (10) business days, shall be an Event of Default without further notice; or
 - (ii) if default shall be made in the due and punctual payment of any installment of any sum of money payable by Tenant under this Agreement other than Rent, when and as the same shall become due and payable, and any such default shall continue for a period of ten (10) business days after written notice thereof from Landlord; provided, however, that once Landlord has given Tenant two (2) such notices during any twelve (12) consecutive month period, Landlord shall not be required to give further written notice, and thereafter the failure by Tenant to make any such payment when and as the same shall become due and payable, which failure continues for a period of ten (10) business days, shall be an Event of Default without further notice; or
 - (iii) if default shall be made by Tenant in the performance or compliance with any of the agreements, terms, covenants or conditions in this Agreement provided, other than those referred to in the foregoing Subsections 21(a)(i) or (ii), and such default shall continue for a period of thirty (30) days after written notice from Landlord to Tenant specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, Tenant fails to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence (it being understood that the time of Tenant within which to cure shall be extended for such period as may be necessary to complete the same with all due diligence); or
 - (iv) if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any

reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy or insolvency statute or law, or shall seek or consent to the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises; or

- (v) if within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future state or federal bankruptcy act or any other present or future state or federal bankruptcy or insolvency statute or law, such proceeding shall not have been dismissed, or, if, within sixty (60) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or substantially all of its properties or of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if within sixty (60) days after the expiration of any such stay, such appointment shall not have been vacated,

then and in any such event Landlord, at any time thereafter that the Event of Default remains uncured, may give written notice to Tenant specifying such Event of Default or Events of Default and stating that this Agreement and the term thereof shall expire and terminate on the date specified in such notice which shall be at least sixty (60) days after the giving of such notice, and upon the date specified in such notice this Agreement and such term and all rights of Tenant under this Agreement shall, subject to the rights of Leasehold Mortgagees, expire and terminate (except those that are expressly provided to survive termination of this Agreement) and whereupon the provisions of Section 6(c) shall apply.

Notwithstanding anything to the contrary, if the Event of Default giving rise to such notice of termination from Landlord arises pursuant to Section 21(a)(i) or 21(a)(ii), Tenant may cure such Event of Default prior to the date specified in Landlord's notice of termination in which event this Agreement shall continue in full force and effect.

Further notwithstanding anything to the contrary, if the Event of Default results in an emergency matter posing a risk of immediate harm to persons or property and/or respects failure by Tenant to maintain insurance as required by this Lease and Tenant fails to remedy the same within a reasonable time given the exigency, Landlord may elect to cure the same and Landlord's reasonable costs in so doing will be considered Additional Rent under this Lease.

(b) Upon any such expiration or termination of this Agreement, Tenant shall quit and peacefully surrender the Premises to Landlord, and Landlord, upon or at any such expiration or termination, may without further notice, enter upon and reenter the Premises and possess and repossess itself thereof by summary proceedings, and may bring such actions for damages or equitable relief to which Landlord may be entitled under Applicable Law or at equity.

(c) If Landlord shall default in its obligations under this Agreement, Tenant may pursue all available legal or equitable remedies provided by law.

Section 22. **No Waiver; No Accord and Satisfaction.** The waiver by Landlord of a breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other term, covenant or condition. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant, other than the failure of Tenant to pay the particular rental so accepted,

regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Agreement shall be deemed to have been waived or modified, unless such waiver or modification is in writing and executed on behalf of the parties. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Agreement provided.

Section 23. **Time is of the Essence; Force Majeure.** All time limits stated herein are of the essence of this Agreement. If either party (and/or a Leasehold Mortgagee curing Tenant's or its obligations hereunder) shall be affected by Unavoidable Delay (as defined below), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. As used in this Agreement, "Unavoidable Delay" means delays incurred due to (i) any act of God (including weather delays beyond historic weather patterns), flood, earthquake, fire, disease, pandemics, epidemics and the like, (ii) labor strike, civil unrest or work stoppage or slowdown (including failure of building inspectors to reasonably process approvals that cause work stoppage), (iii) unforeseeable interruptions in utility services, (iv) unforeseeable material shortages, transportation and logistics delays, (v) sabotage, war, riot, terrorism, moratorium, (vi) unforeseeable governmental action (including required work stoppage or closure of construction sites by applicable government authorities including closures in the general vicinity where the Premises is located, and including unforeseen archeological conditions or closure of government offices that issue necessary permits), (vii) delays caused by the other party, or with respect to Tenant any Affiliate of Tenant, or with respect to Landlord, any division, department or instrumentality of Landlord or under Landlord control, (viii) any other unforeseeable act of any third party unrelated to, and having no arrangements, contractual or otherwise, with the Premises or the respective party claiming the delay that reasonably prevents an action from being taken through no fault of the respective party claiming the delay, or (xi) other similar causes beyond the reasonable control of the party claiming the delay (but not including insolvency).

Section 24. **Notices.** Any notices to be given pursuant to this Agreement shall be sufficient if given by a writing deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid, by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, by email (provided the electronic process used is reasonably secure and not easily susceptible to manipulation and that if notice is delivered by email, notice must also be delivered by one of the other methods described above unless the recipient or its counsel waives for foregoing) addressed as follows:

If to Landlord: City of Burlington
 Attention: Office of the City Attorney
 City Hall, 149 Church St.
 Burlington, VT 05401

with a copy to: Burlington International Airport
 Attention: Director of Aviation
 1200 Airport Drive
 South Burlington, VT 05403

with a copy to: Jeremy Farkas, Esq.
 MSK Attorneys
 275 College Street

P.O. Box 4485
Burlington, VT 05406-4485
Telephone No.: (802) 861-7000
Email: jfarkas@mskvt.com

If to Tenant: Burlington School District
Attention: Superintendent
150 Colchester Ave.
Burlington, VT 05401
Telephone No.: (802) 865-5332
Email: _____

with a copy to:

or to such other person, address or number as the party entitled to such notice or communication shall have specified by notice to the other party given in accordance with the provisions of this Section. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid; (iii) if sent by email, when transmitted, provided that the sender does not receive an automated delivery failure or “out of office” message.

Section 25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction’s principles of conflict of laws. The parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the U.S. District Court for the District of Vermont. The parties assert that they have purposefully availed themselves of the benefits of the laws of the State of Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the parties’ actions took place in the State or elsewhere in the United States.

Section 26. **Partial Invalidity.** If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 27. **Holding Over.** If Tenant shall continue in occupancy of the Premises after the expiration or termination of this Agreement, such occupancy shall not be deemed to extend or renew the terms of this Agreement, but such occupancy shall continue as a tenancy at will from month to month and otherwise upon the covenants, provisions and conditions herein contained, except that Base Rent shall be doubled. This Section shall not be construed as giving Tenant any right to hold over after any such expiration or termination. In addition, Tenant agrees to pay Landlord’s reasonable attorney’s fees and related costs if Landlord must take legal action to evict or eject Tenant who is holding over or to collect the holdover amount as set forth in this provision.

Section 28. **Jury Trial Waiver.** Landlord and Tenant waive the right to a trial by jury in any action or proceeding based upon, or related to, the subject matter of this Agreement. This waiver is knowingly, intentionally, and voluntarily made by Tenant and Landlord and Tenant and Landlord acknowledge that

neither Landlord nor Tenant nor any person acting on behalf of Landlord or Tenant has made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect. Tenant and Landlord further each acknowledge that it has been represented (or has had the opportunity to be represented) in the signing of this Agreement and in the making of this waiver by independent legal counsel, selected of its own free will, and that it has had the opportunity to discuss this waiver with counsel. Tenant and Landlord further acknowledge that it has read and understands the meaning and ramifications of this waiver provision.

Section 29. **Tenant and Landlord Defined.** The word “Tenant” shall be deemed and taken to mean Burlington School District and its successors and permitted assigns. The term “Landlord” as used in this Agreement means the City of Burlington or the owner for the time being of the Premises, so that, in the event of any sale thereof, the seller shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder not theretofore accrued, and it shall be deemed and construed, without further agreement between the parties or between the parties and the purchaser of the Premises, that such purchaser has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder.

Section 30. **Notice of Lease.** The parties will at any time, at the request of either one, promptly execute multiple originals of an instrument, in recordable form which will constitute a notice of lease, setting forth the information required by 27 V.S.A. § 341(c). Landlord shall, upon request of Tenant, promptly execute and deliver to Tenant any transfer tax returns, affidavits or other documents which shall be required by any recording office as a condition of recording such memorandum or notice of this Agreement. Tenant shall be responsible for all recording fees and other recording costs, including recording taxes, related to the recording of the memorandum or notice of this Agreement.

Section 31. **Number; Gender; “Including”.** Wherever the context so requires, the singular and the plural form of words and words of masculine or feminine gender shall, within those respective classifications, be deemed interchangeable. The term “including”, and variants thereof, shall mean “including without limitation” unless the context otherwise expressly provides.

Section 32. **Captions; Headings.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of such sections, nor in any way affect this Agreement or have any substantive effect.

Section 33. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument; such counterparts may be evidenced by pdf or similar reproduction methods and/or may be executed electronically using electronic signature software (e.g., DocuSign or similar software) or similar methods (each a method of “Electronic Execution”), and each pdf or Electronic Execution shall have the same legal and binding effect as original signatures; upon the request of either party, the other shall furnish a copy or copies with original signature within five (5) business days.

Section 34. **Waiver of Rule of Construction.** The parties waive the benefit of any rule that this Agreement is to be construed against one party or the other.

Section 35. **Entire Agreement; Amendment.** This Agreement and the exhibits hereto and the agreements referenced herein embody the entire agreement and understanding between the parties relating to the subject matter hereof and there are no covenants, promises, agreements, conditions or understandings, oral or written, except as herein set forth. Notwithstanding anything contained in this Lease to the contrary or which might be construed to the contrary, Tenant acknowledges and agrees that Tenant has not been influenced to enter into this Lease nor is the Tenant relying upon any representations,

warranties or other statements, whether verbal or in writing, except as expressly stated in this Lease in connection with the Premises and the transactions contemplated hereunder and Tenant further acknowledges and agrees that Tenant will rely solely upon its own independent inspection and examination of the Premises and other related economic matters. In addition, any verbal or written statement or other information or materials supplied or alleged to have been supplied to Tenant by or on behalf of Landlord will be deemed to have been supplied or made available to Tenant for informational purposes only. This Agreement may not be amended, waived or discharged except by an instrument in writing executed by both parties.

Section 36. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 37. **Commissions and Fees.** The parties hereto warrant and represent to each other that they have no knowledge of any real estate broker or agent to whom a commission may be payable as a result of this transaction or any such knowledge of any other finder's fees or commissions related thereto, and each party agrees to indemnify and hold harmless the other for all claims or demands of any real estate agent or broker claiming by, through, or under such party, which indemnification shall also include payment of costs and attorneys' fees incurred by a party in defense of a claim for such real estate commissions or fees.

Section 38. **Tenant Representations and Warranties.** The Tenant makes the following representations and warranties to and for the benefit of Landlord:

(a) Tenant has the full power and authority to enter into, execute, deliver, and consummate the transaction contemplated by this Agreement and any instruments and agreements contemplated herein. Tenant has taken all action required by law or by its organizational or corporate documents to authorize the execution, delivery, and consummation of the transaction contemplated hereby.

(b) The consummation of the transaction contemplated by this Agreement will not violate or be in conflict with any provision of Tenant's governing documents, or any other agreement or instrument to which Tenant is a party or by which Tenant is bound, or any judgment, decree, order, statute, rule or regulation applicable to Tenant.

(c) This Agreement constitutes the legal, valid and binding obligation of Tenant in accordance with its terms. No consent or approval of any trustee or holder of any indebtedness of the Tenant, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(d) No information, exhibit or report furnished to the Landlord by the Tenant in connection with the negotiation of this Agreement knowingly contains any untrue statement of a material fact or knowingly omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 39. **No Partnership.** The parties do not intend by this Agreement to create, nor shall this Agreement be deemed to create, a partnership or a joint venture among the parties; each party is an independent actor and entity, and nothing in this Agreement shall be deemed to make either party an agent or partner of the other, or to give either party the right to bind the other in any way, notwithstanding any reference to the Project as a "public-private partnership."

Section 40. **No Third-Party Rights.** This Agreement is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns, subject to the express provisions hereof relating to successor and assigns, and except as otherwise expressly set forth herein, no other person, individual, corporation or entity, whatsoever, shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

Section 41. **Consents and Approvals.** Wherever this Agreement requires the approval or consent of Landlord or Tenant, unless a different standard is expressly indicated, such approval or consent shall not be unreasonably withheld, conditioned or delayed. Wherever this Agreement requires the approval or consent of Landlord or Tenant, unless a different time period is expressly provided, such party shall respond to any written request for approval or consent within ten (10) business days following receipt of the same. Such response shall include either the party's consent to, or rejection of, such request. The responding party may also request additional information or materials related to the approval or consent requested (provided such request shall not extend the time of such party to respond to the request). Wherever this Agreement requires the approval or consent of Landlord or Tenant, if such party determines to withhold such approval or consent, such party shall state in reasonable detail the basis for withholding such approval or consent.

Section 42. **Estoppel.** Each party shall, within thirty (30) business days after request by the other party, execute and deliver to the requesting party, or the party designated by the requesting party, a statement certifying that: (i) this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the modified Agreement is in full force and effect); (ii) whether, to the responding party's knowledge, either party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement.

Section 43. **Further Assurances.** Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Lease, including amending this Lease to adjust the legal description of the Premises following construction to account for as-built conditions and entering into separate easements or other instruments to effectuate the access, use and other rights set forth in this Lease; provided, however, that the execution and delivery of such documents by such party shall not result in any additional liability or material cost to such party.

Section 44. Dispute Resolution; Attorneys' Fees. If a dispute arises between the parties with regard to the performance or interpretation of any terms of this Agreement, the parties agree to use the following procedures in the order as set forth below:

(a) **Negotiation.** A meeting shall be held between the Landlord and Tenant regarding the dispute to attempt in good faith to negotiate a resolution of the dispute (the "Negotiation Meeting"); such Negotiation Meeting shall be held within five (5) business days of a party's written request for such a meeting and may occur by telephone or video conference.

(b) **Mediation.** If the parties fail to resolve their dispute through the Negotiation Meeting, either party (the "**Notifying Party**") may demand non-binding mediation in an effort to resolve the dispute by giving written notice (the "**Notice of Dispute**") to the other party (the "**Receiving Party**"). The Notice of Dispute shall include, in detail, the issues in dispute that the Notifying Party deems relevant to the mediation. Within five (5) business days following the date of the Notice of Dispute, the Receiving Party shall submit to the Notifying Party a list of three (3) persons in Vermont or adjacent states who (i) do not have any professional, business, family or personal affiliation with any of the parties that would

compromise their independence, (ii) have relevant training, experience and expertise with regard to the matters in dispute, and (iii) are reasonably available to mediate the dispute (the “Mediator List”). The Notifying Party shall, within three (3) business days following receipt of the Mediator List select a mediator (the “Designated Mediator”) from the Mediator List and give written notice of the identification of the Designated Mediator to the Receiving Party and to the Designated Mediator. If the Receiving Party fails to approve a Mediator List within the time provided above, the Notifying Party shall have the right, upon notice to the Receiving Party, to designate a Designated Mediator who the Notifying Party reasonably believes will satisfy the Mediator criteria set forth above. The parties shall use good faith efforts to schedule and conduct the mediation as expeditiously as is reasonably possible, and the parties shall use their best efforts to make authorized representatives with authority to settle the dispute available for mediation and to cooperate in the mediation. The cost of Mediation, including any fees charged by the Mediator, shall be paid in equal shares by the Notifying Party and the Receiving Party.

(c) All negotiation shall occur in Chittenden County, Vermont at a mutually agreeable location; all Mediation shall occur or at the office of the Designated Mediator unless the parties to the dispute otherwise agree.

(d) If the parties fail to resolve the dispute through negotiation or mediation, then (1) if the parties agree on binding arbitration, they shall submit the matter to binding arbitration by a single arbitrator, or (2) a party may seek an adjudicated resolution through an appropriate court.

(e) The parties consent to the inclusion in any mediation, arbitration, or litigation (by consolidation, joinder, or any other manner) third parties substantially involved in a question of law or fact common to a dispute between the parties under this Agreement.

(f) The substantially prevailing party in any dispute arising out of or relating to this Agreement that is resolved by binding arbitration or by litigation shall be entitled to recover from the other party its reasonable attorneys’ fees, costs and expenses incurred in connection therewith.

(g) This dispute resolution provision shall survive the expiration or termination of this Agreement.

One Signature Page Follows

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their duly authorized agents, do hereby execute this Agreement as of the date first set forth above.

LANDLORD

City of Burlington

By: _____
Name: _____
Title: _____

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This Lease was acknowledged before me on _____, 2024 by _____ as _____ and Authorized Agent of the City of Burlington.

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.25
My credential number: _____

TENANT

Burlington School District

By: _____
Name: _____
Title: Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

This Lease was acknowledged before me on _____, 2024 by _____ as _____ and Authorized Agent of Burlington School District

Before me, _____
Notary Public State of Vermont
My commission expires: 1.31.25
My credential number: _____

EXHIBIT A

AIRPORT PROPERTY PLAN

[attached]

EXHIBIT B
SCHEMATIC BUILDING PLAN

[attached]

EXHIBIT C
SCHEMATIC SITE PLAN
[attached]

EXHIBIT D

BSD Proposal

[attached]

EXHIBIT E

Base Rent/Rent Credit Schedule

[attached]

EXHIBIT F

REQUIRED FEDERAL PROVISIONS

I. Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Tenant transfers its obligation to another, the transferee is obligated in the same manner as Tenant. This provision obligates Tenant for the period during which the property is owned, used or possessed by Tenant and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

II. **Compliance with Nondiscrimination Requirements:** During the performance of this contract, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor’s continuing noncompliance with the nondiscrimination provisions of this contract and failure to cure the same following the applicable notice and cure provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

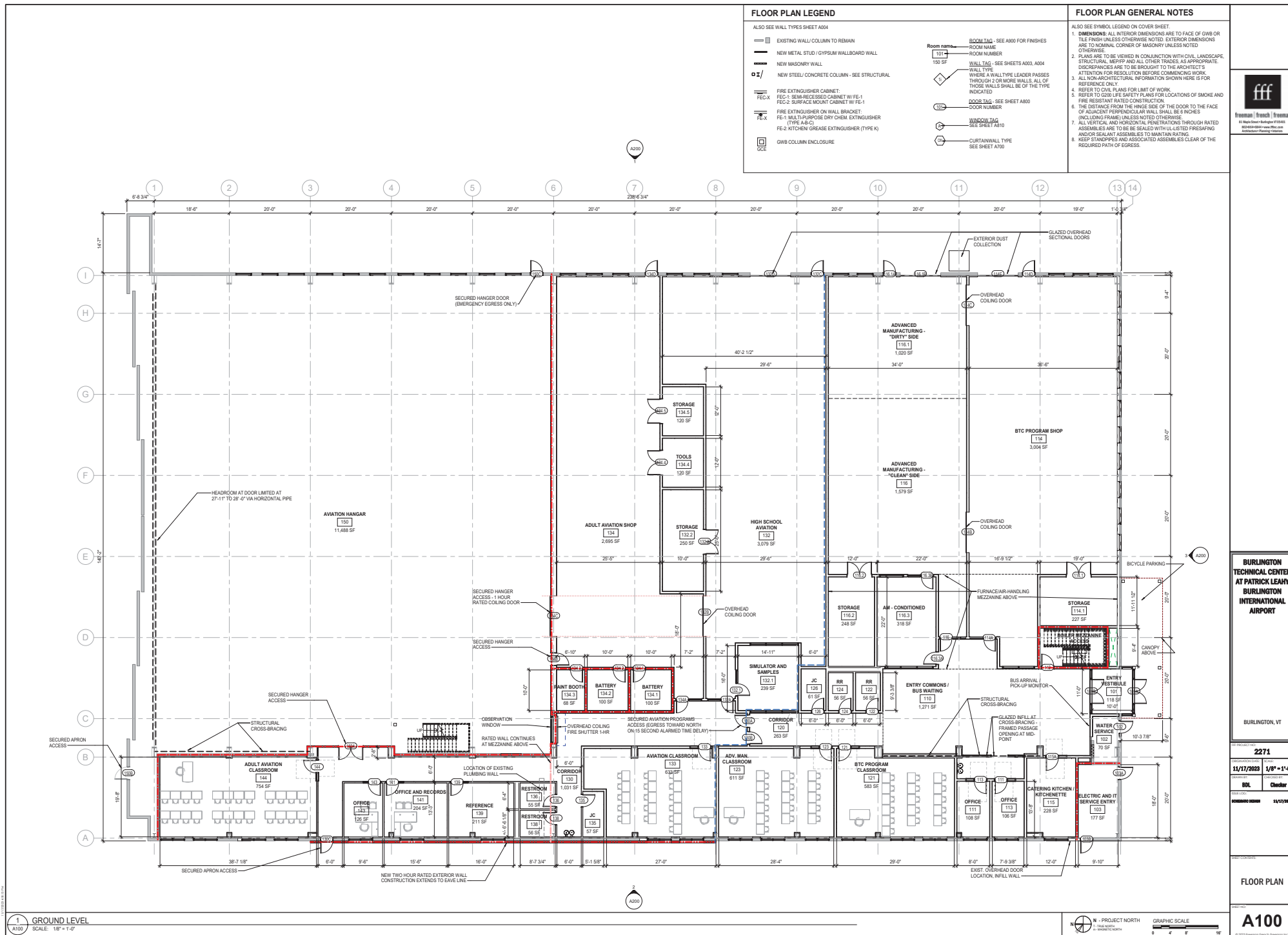
III. During the performance of this Agreement, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

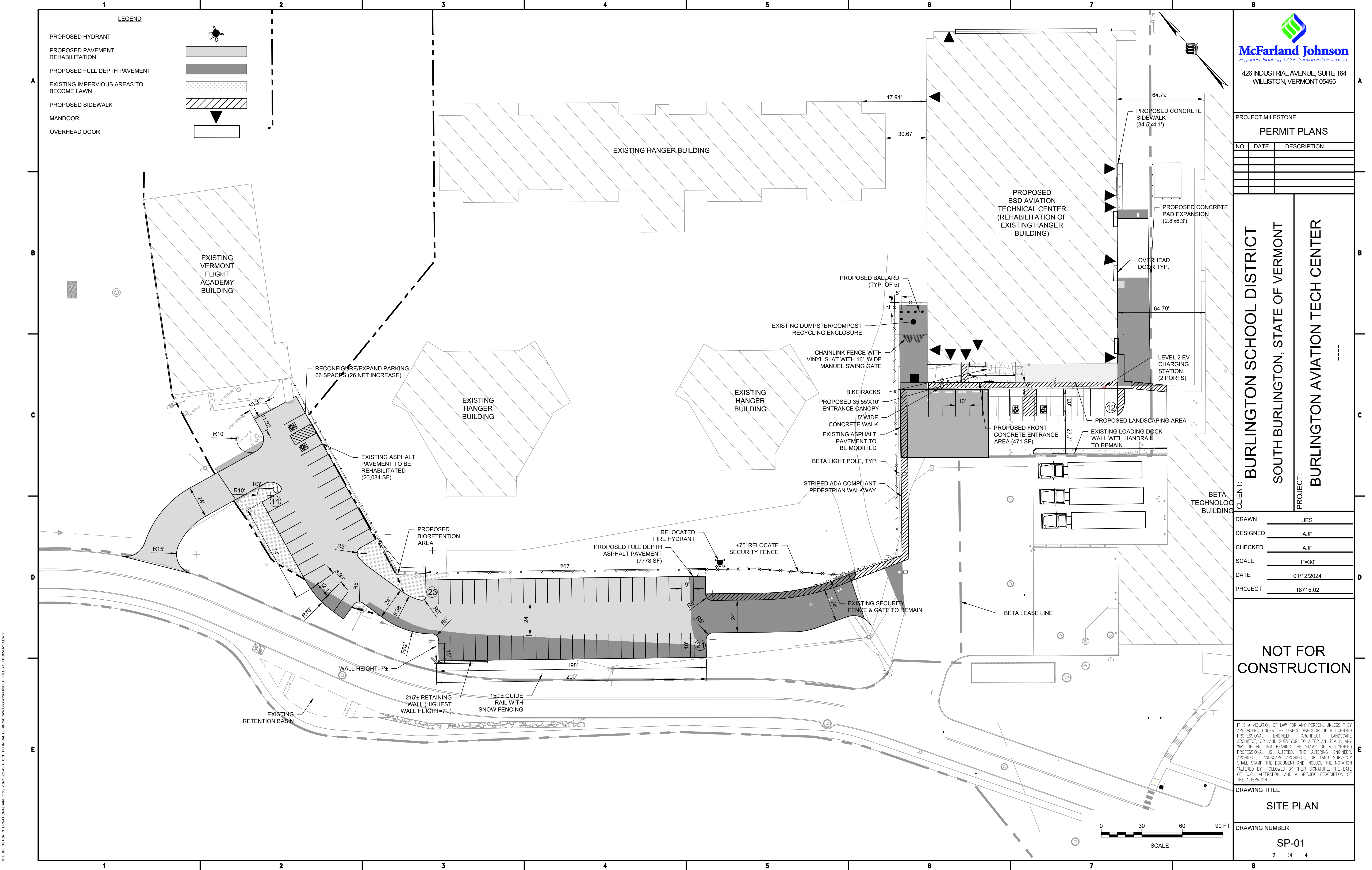
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Schedule 6(c)

Parameters for Capital Reserve Account

[attached behind]







McFarland Johnson
Engineers, Planning & Construction Administration
426 INDUSTRIAL AVENUE, SUITE 164
WILLISTON, VERMONT 05495

PROJECT MILESTONE		
PERMIT PLANS		
NO.	DATE	DESCRIPTION

BURLINGTON SCHOOL DISTRICT

SOUTH BURLINGTON, STATE OF VERMONT

BURLINGTON AVIATION TECH CENTER

DRAWN	JES
DESIGNED	AJF
CHECKED	AJF
SCALE	1"=30'
DATE	01/12/2024
PROJECT	18715.02

NOT FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECT DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

DRAWING TITLE	
SITE PLAN	
DRAWING NUMBER	
SP-01	
2 OF 4	

Estimated Lease Start Date	7/1/2023
Lease Term (years)	40
Lease Credit Amount	11,500,000
Ground and Building Rent Annual Increase	3%

Lease year	Rent	Rent Paid	Rent Credit Applied	Rent Credit Balance
1	200,000	-	200,000	11,300,000
2	206,000	-	206,000	11,094,000
3	212,180	51,772	160,408	10,933,592
4	218,545	53,325	165,220	10,768,372
5	225,102	54,925	170,177	10,598,195
6	231,855	56,573	175,282	10,422,912
7	238,810	58,270	180,541	10,242,372
8	245,975	60,018	185,957	10,056,415
9	253,354	61,818	191,536	9,864,879
10	260,955	63,673	197,282	9,667,597
11	268,783	65,583	203,200	9,464,397
12	276,847	67,551	209,296	9,255,101
13	285,152	69,577	215,575	9,039,526
14	293,707	71,664	222,042	8,817,484
15	302,518	73,814	228,704	8,588,780
16	311,593	76,029	235,565	8,353,216
17	320,941	78,310	242,632	8,110,584
18	330,570	80,659	249,911	7,860,673
19	340,487	83,079	257,408	7,603,265
20	350,701	85,571	265,130	7,338,135
21	361,222	88,138	273,084	7,065,051
22	372,059	90,782	281,277	6,783,775
23	383,221	93,506	289,715	6,494,060
24	394,717	96,311	298,406	6,195,654
25	406,559	99,200	307,358	5,888,295
26	418,756	102,176	316,579	5,571,716
27	431,318	105,242	326,077	5,245,639
28	444,258	108,399	335,859	4,909,781
29	457,586	111,651	345,935	4,563,846
30	471,313	115,000	356,313	4,207,533
31	485,452	118,450	367,002	3,840,531
32	500,016	122,004	378,012	3,462,519
33	515,017	125,664	389,353	3,073,166
34	530,467	129,434	401,033	2,672,133
35	546,381	133,317	413,064	2,259,069
36	562,772	137,316	425,456	1,833,613
37	579,656	141,436	438,220	1,395,394
38	597,045	145,679	451,366	944,027
39	614,957	150,049	464,907	479,120
40	633,405	154,551	478,854	266

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: BSD Tech Center South Hangar Lease

	Approval:	Meeting Date:
☒	Board of Finance	3/18/24
☒	City Council	3/25/24
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/8/2024	N. Longo
Mayor's Office informed and approved memo	Yes	3/14/2024	J. Redell
Board/Commission, if required	Yes	3/13/2024	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/13/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	2/14/2024	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



To: Board of Finance
City Council

From: Megan Moir, Division Director Water Resources

Date: March 18, 2024/ March 25, 2024

Cc: Chapin Spencer, DPW Director
Ashley Walenty, Water Resources Engineer

RE: Authorization for a Budget Amendment for Emergency Phase of Sewer Siphon Break Response

REQUEST

The Department of Public Works, Water Resources Division (WRD) seeks Board of Finance and City Council authorization to retroactively authorize a total budget amendment of \$50,331.51 for emergency expenses incurred as part of the early phase of the July 2023 Sewer Siphon Break Response and to authorize use of up to \$259,194.44 of fund balance from Wastewater Fund 480 to cover the local match anticipated for all the expenses projected to date.

BACKGROUND

The WRD responded swiftly to the July 12, 2023 break of one of the North Plant Sewer Pipe River Crossings caused by the historic floodwaters that followed the intense rain that fell on Vermont July 9-11.

Retroactive Expense Authorization and Budget Amendments Requested

All vendor expenses exceeding the \$50,000 threshold have previously received Board of Finance and City Council approvals. Smaller emergency expenses (< \$50,000 individually) were incurred early on in the response effort with the approval of CAO Schad and in order to maintain the accounting tracking in good standing, now need formal authorization so the necessary budget amendment can be implemented. These expenses (detailed in Table 1) involved a variety of items including miscellaneous supplies, guidance from a disaster consulting firm, inspections by divers, drone flights etc. and total \$50,331.51. The summary table also shows the other authorized expenses to date, including contracts previously authorized by Council, showing a total of \$2,073,555.50 of expenses including those authorizations requested in this memo.

In order to cover the \$50,331.51 expense authorization requested in this memo, a corresponding revenue amendment of \$50,311.51 is also needed. See the funding section below for details on the funding sources and see Table 2 for the budget amendment requested actions.

Funding

Given the official disaster declaration DR4720 relating to the July 9-11, 2023 storm, it is understood that at least 75% of these North Plant Sewer Pipe River Crossing expenses will be covered by FEMA. FEMA funding is a reimbursement-based funding, meaning that the City must cover expenses, paying careful attention to eligibility and documentation requirements, and then file for reimbursement at a future date.

The City will be responsible for at least 12.5% of projects costs (the other 12.5% to be covered by the State) due to our compliance with the qualifying mitigation measures under the Emergency State Assistance Funding (ERAF) process.

In order to keep everything documented in the New World Accounting system, it is prudent that this memo also serve as a request to formally authorize the use of up to \$259,194.44 of Wastewater Fund 480 Fund Balance for the purposes of meeting the FEMA local match requirement for the expenses incurred and authorizations approved to date. Fortunately, the Vermont Bond Bank recently issued a refund on our 2014-1 Wastewater Bond principal which resulted in a reduction \$638,493.41 of our FY24 debt service payment (see Attachment A). As such, this use of FY24 fund balance will not have an impact on our days of cash on hand.

See Table 3 for the associated budget amendment to fund 480. Funds will be transferred from Fund 480 to the various FEMA projects in Wastewater Capital Fund 862 as appropriate.

Table 1: Summary of Expenses and Funding

Project: 862 Waste Cap - 862 Waste Cap- No Plant Break - North Plant River Sewer Siphon 2023		
Item	Amount	GL
Emergency Phase Expenses Needing Authorization		
Miscellaneous materials (dye, hardware, temporary security cameras, signs)	\$ 4,746.30	862-19-700.6300
AC Disaster Consulting	\$ 1,472.50	862-19-700.6500_118
Miscellaneous services (Burlington Electric, Drone Flyover, Signs)	\$ 750.71	862-19-700.6500_118
Inspections by Divers	\$ 3,362.00	862-19-700.6500_118
Temporary Easement Payment	\$ 40,000.00	862-19-700.6300
<i>Subtotal Expenses Needing Retroactive Authorization</i>	<i>\$ 50,331.51</i>	
Previously Authorized Expenses (Complete)		
Wastewater Hauling (BP Wastewater) CC Authorized 8/14/23	\$ 167,650.00	862-19-700.6500_118
Temporary Bypass ECI) CC Authorized 8/14/23	\$ 457,180.37	862-19-700.6500_118
In River Repair (ECI) CC Authorized 8/10/2023 and amendment 11/6/2023	\$ 1,207,600.00	862-19-700.6500_118
<i>Subtotal City Council Authorized Expenses</i>	<i>\$ 1,832,430.37</i>	
Total Expenses to date	\$ 1,882,761.88	
Funding		
FEMA Cost Share (75%)	\$ 1,412,071.41	862-19-700.4875_130
Vermont ERAF (12.5%)	\$ 235,345.24	862-19-700.4875_130*
Local Match (12.5%)	\$ 235,345.24	862-19-700.4990_480
Project: 862 Waste Cap - 862 Waste Cap- No Plant Break-FEMA Long Term - FEMA Long Term Siphon Alternative		
Authorized Work Underway		
Long Term Climate Resilient Alternatives Evaluation	\$ 190,793.62	862-19-700.6500_118
Total Expenses to date	\$ 190,793.62	
Funding		
FEMA Cost Share (75%)	\$ 143,095.22	862-19-700.4875_130
Vermont ERAF (12.5%)	\$ 23,849.20	862-19-700.4875_130*
Local Match (12.5%)	\$ 23,849.20	862-19-700.4990_480
Summary of Expenses and Funding Across Sub Projects		
Total Expenses/Authorizations To Date	\$ 2,073,555.50	
Funding		
FEMA Cost Share (75%)	\$ 1,555,166.63	862-19-700.4875_130
Vermont ERAF (12.5%)	\$ 259,194.44	862-19-700.4875_130*
Local Match (12.5%)	\$ 259,194.44	862-19-700.4990_480
* Or other GL as appropriate for this funding type		

Additional expense authorizations, budget amendments and funding strategies will need Board of Finance and City Council approval for the removal of the temporary bypass pipe (no later than early July) and also once the climate resilient alternative is selected (by early Fall) and the City advances towards final design and construction.

Requested Budget Amendments

The summaries below show the proposed budget amendments requested in this memo.

Table 2: Budget amendment for early phase emergency expenses

Project: 862 Waste Cap - 862 Waste Cap- No Plant Break - North Plant River Sewer Siphon 2023			
Org Set	GL Account	Account Name	Increase
862-700-19	6500_118	Professional and Consultant Svs Contractual Services	\$ 5,585.21
862-700-19	6300	Repair and Maintenance	\$ 44,746.30
Increase to Expenses			\$ 50,331.51
862-700-19	4875_130	Grants Federal Capital Indirect	\$ 44,040.07
862-700-19	4990_480	Interfund Transfer Proceeds Wastewater Capital	\$ 6,291.44
Increase to Revenue			\$ 50,331.51

Table 3: Budget amendment for the use of Fund Balance to fund FEMA local match

Org Set	GL Account	Account Name	Increase
480-19-425-000	7900_862	Professional and Consultant Svs Contractual Services	\$ 259,194.44

ATTACHMENTS

- A. 2014-1 Bond Refund Amortization Schedule

MOTIONS

The Water Resources Division of the Department of Public Works respectfully requests the Board of Finance and City Council approve the following motions:

Board of Finance:

1. To approve and recommend that the City Council approve a budget amendment totaling \$50,331.51 of expenses and revenues to the Wastewater Capital Fund 862 by increasing the accounts as described in Table 2 of this memo.
2. To approve and recommend that the City Council authorize the use of Fund 480 fund balance and approve an expense budget amendment of \$259,194.44 to the Wastewater Fund 480 by increasing the accounts described in Table 3 of this memo.

City Council:

1. To approve a budget amendment totaling \$50,331.51 of expenses and revenues to the Wastewater Capital Fund 862 by increasing the accounts as described in Table 2 of this memo.

2. To authorize the use of Fund 480 fund balance and approve an expense budget amendment of \$259,194.44 to the Wastewater Fund 480 by increasing the accounts described in Table 3 of this memo.

Vermont Municipal Bond Bank
Loan Debt Service Schedules
2014-1

As of 09/05/23

2023 Series 3 Refunding Bonds (2014-1 Current Refunding)

Upfront Savings for Burlington City

Appendix C(a)-1

2014-1

9/5/23

Burlington City

Series Borrower #1

VMBB Loan ID #561

Summary of Savings by Borrower

Burlington City

Remaining WAM: 5.24

Year	Loan	Loan	Interest	Principal	Annual	Savings	Adjusted Debt
	Principal					Allocation from	
	8,055,091	Coupon	1,940,115.82	& Interest	P & I	2023-3 Refunding	Service
				9,995,206.82	9,995,206.82	638,493.41	9,356,713.41
11/01/23	732,281	3.513%	167,886.36	900,167.36	900,167.36	638,493.41	261,673.95
05/01/24	-	-	155,023.85	155,023.85	-	-	155,023.85
11/01/24	732,281	3.693%	155,023.85	887,304.85	1,042,328.70	-	887,304.85
05/01/25	-	-	141,502.29	141,502.29	-	-	141,502.29
11/01/25	732,281	3.853%	141,502.29	873,783.29	1,015,285.58	-	873,783.29
05/01/26	-	-	127,394.90	127,394.90	-	-	127,394.90
11/01/26	732,281	3.973%	127,394.90	859,675.90	987,070.80	-	859,675.90
05/01/27	-	-	112,848.14	112,848.14	-	-	112,848.14
11/01/27	732,281	4.073%	112,848.14	845,129.14	957,977.28	-	845,129.14
05/01/28	-	-	97,935.24	97,935.24	-	-	97,935.24
11/01/28	732,281	4.193%	97,935.24	830,216.24	928,151.48	-	830,216.24
05/01/29	-	-	82,582.97	82,582.97	-	-	82,582.97
11/01/29	732,281	4.293%	82,582.97	814,863.97	897,446.94	-	814,863.97
05/01/30	-	-	66,864.56	66,864.56	-	-	66,864.56
11/01/30	732,281	4.403%	66,864.56	799,145.56	866,010.12	-	799,145.56
05/01/31	-	-	50,743.40	50,743.40	-	-	50,743.40
11/01/31	732,281	4.593%	50,743.40	783,024.40	833,767.80	-	783,024.40
05/01/32	-	-	33,926.57	33,926.57	-	-	33,926.57
11/01/32	732,281	4.543%	33,926.57	766,207.57	800,134.14	-	766,207.57
05/01/33	-	-	17,292.81	17,292.81	-	-	17,292.81
11/01/33	732,281	4.723%	17,292.81	749,573.81	766,866.62	-	749,573.81
Total	8,055,091		1,940,115.82	9,995,206.82	9,995,206.82	638,493.41	9,356,713.41

Board of Finance and City Council Submission Checklist

Department: DPW-Water Resources Division Submitter: Megan Moir
 Title/Subject: Authorization for a Budget Amendment for Emergency Phase of Sewer Siphon Break Response and Use of Fund Balance to Cover FEMA Local Match

	Approval:	Meeting Date:
☒	Board of Finance	3/18/2024
☒	City Council	3/25/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/12/2024	Chapin Spencer
Mayor's Office informed and approved memo	Yes	3/13/2024	Jordan Redell
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/12/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	3/12/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

INNOVATION & TECHNOLOGY DEPARTMENT

CITY OF BURLINGTON

149 Church Street, Burlington, VT 05401
Phone: (802) 865-7000



TO: City of Burlington Board of Finance & City Council

FROM: Scot Barker, Chief Innovation Officer

DATE: March 18, 2024

RE: Contract Renewal for Continuing Engagement with Burlington Telecom

Overview:

In early 2019, the City of Burlington entered into a five-year contract with Burlington Telecom (part of Schurz Communications) for high-speed internet and voice over IP (VoIP) phone services. This made sense at the time because Burlington Telecom had recently been a City-owned operation and was providing internet and phone services across all City of Burlington locations. Moving to another internet service provider (ISP) would have not only be disruptive to City services but costly as well.

In March of 2024, that five-year contract comes to an end. During the previous five years, the Burlington Telecom and the City of Burlington have enjoyed a productive and fiscally responsible relationship. Over the length of the contract, Burlington Telecom has behaved more as a partner than a vendor, as evidenced by the following:

- While the contract authorized Burlington Telecom to charge the City of Burlington up to \$81,031 per month, the monthly invoices were well below that, at only \$64,694 per month.
- Burlington Telecom provides WiFi at no charge to all City of Burlington buildings as well as several parks and community spaces around the City. This amounts to an estimated \$20,000 per year in free WiFi services to the City and community.
- Over the five-year contract, Burlington Telecom has provided over \$250,000 worth of engineering and project management work at no charge to the City. This includes work such as WiFi access point installation, VoIP system engineering, Waterfront Event Lawn engineering and installation, City Hall Park engineering and installation, and over 500 hours of project management costs for moving the network out of Memorial Auditorium.
- After moving the network head unit out of Memorial Auditorium and into the Burlington Telecom facility, the City of Burlington is not being charged the typical \$1500-2000 per month for rack space, electricity, HVAC or other services.

From a service perspective, there is no reason to move away from Burlington Telecom. Based on estimates from multiple telecommunications consultants, the market value of the services the City of Burlington receives from Burlington Telecom would see the monthly cost rise from the \$64,694 per month to at least \$85,880 per month (minimum estimate) to a high of \$107,785 per month (maximum estimate). The partnership approach Burlington Telecom employs with the City of Burlington means that not only are our costs significantly less than what the City would pay with another provider, but our service and support are higher than what the City could expect from another provider. It is also noted that moving to another provider would conservatively cost several hundred thousand dollars up front, with significantly higher monthly rates to follow.

Given the high level of service Burlington Telecom has provided the City of Burlington over the last five years, the below-market pricing the City has enjoyed during that time, the significant up-front costs moving to a new provider would incur, and the fact that the next five-year contract will set the monthly costs at current levels (thus protecting the City of Burlington from inflationary increases for a full ten-year span), the Innovation & Technology Department recommended a sole source approval to the Chief Administrative Officer. The approval was granted and now we request that the Board of Finance and City Council approve a five-year contract with Burlington Telecom.

Board of Finance Motion:

INNOVATION & TECHNOLOGY DEPARTMENT

CITY OF BURLINGTON

149 Church Street, Burlington, VT 05401

Phone: (802) 865-7000



1. *To approve and recommend that the City Council authorize the Chief Innovation Officer to execute a five-year contract with Burlington Telecom to provide high-speed internet and phone services in an amount not to exceed a total contract value of \$4,000,000, subject to review and approval by the City Attorney's Office.*

City Council Motion:

2. *To approve and authorize the Chief Innovation Officer to execute a five-year contract with Burlington Telecom to provide high-speed internet and phone services in an amount not to exceed a total contract value of \$4,000,000, subject to review and approval by the City Attorney's Office.*

Board of Finance and City Council Submission Checklist

Scot Barker, CIO

Department: Innovation & Technology Submitter: _____Title/Subject: Burlington Telecom Internet Service Provider Contract Renewal

	Approval:	Meeting Date
☒	Board of Finance	3/18/2024
☒	City Council	3/25/2024
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/12/2024	Scot Barker
Mayor's Office informed and approved memo	Yes	3/14/2024	Jordan Redell
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note			Hayley McClenahan (BT reviewing contract and ordinances, approval pending those items.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	YES	3/13/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	3/13/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	Yes	3/12/2024	Scot Barker

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	No	Seeing approval pending City Attorney approval of final contract Click or tap here to enter text.

Board of Finance and City Council Submission Checklist

Additional Materials, if necessary	Yes	Including a BT provided services value deck that will be used for presentation purposes, if necessary. Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Scot Barker, CIO



Date: March 18, 2024
To: Board of Finance
From: Katherine Schad, Chief Administrative Officer
CC: Mayor Miro Weinberger
Memo: FY24 Budget to Actual (B2A) General Fund Financial Report as of January 31, 2024

The CT Office is pleased to present the first monthly B2A reports for the general fund with data through January 31, 2024. The following charts highlight the big picture with information available to date.

Overview

At the current time the general fund appears to be on budget. There are \$1.65M in revenues that it appears will not be realized (or expenses that will exceed budget) but we expect these to be balanced by expenses that are coming in under budget or revenues that are exceeding budget.

Please note that items that are reconciled infrequently (such as employer contributions for health insurance and retirement) have the possibility of greatly affecting budget results and we will continue to monitor them through these monthly reports.

Chart 1 shows revenues not expecting to make budget or expenses that will exceed budget:

Department	Annual Amount	Explanation
CT	\$800,000	The CT revenue budget is \$4.8M and of that expect that \$800K will not be achieved because: • \$500K of miscellaneous revenue - this has been carried over in budget for a few years however we don't have a plan to realize it and it will be removed in FY25 • \$100K of recording fees - budgeted too high as these are driven by real estate transactions • \$200K of purchasing savings – this has been carried over in budget for many years however we have never been able to document this and it will be removed in FY25 – efficiencies will be realized on the expense side
P&I	\$400,000	Building trade permits (budgeted at \$1.6M) and licenses and certificates (budgeted at \$800K) are both behind budget although the winter months are traditionally slow and things usually pick up in the spring so we will know more then. This is an estimate of revenue we may not meet across these categories.

Department	Annual Amount	Explanation
REIB	\$200,000	The FY24 budget contained \$800,000 of revenue from ARPA but this revenue can only be booked for expenses spent on salary and benefits for REIB staff. We expect to book closer to \$600K to ARPA for REIB salaries and benefits this year. The City can likely reprogram the remaining \$200K for other ARPA-eligible general-fund relieving items, such as public safety salaries, instead.
Non-Dept	\$150,000	The budget for the City's electric utility and private security at City Hall (currently Chocolate Thunder) are running slightly above budget and these are not expenses that are easily cut so this category could come in \$150,000 over budget.
Assessor	\$100,000	This revenue is the money received from the State of Vermont for Act 60 Maintenance and should not be budgeted in the general fund as we move this money into the assigned fund balance to pay for the next reappraisal. We will correct this for FY25.
Total	\$1,650,000	Of this \$200,000 is ARPA that could be reapplied.

Table 2 shows revenues that are exceeding budget or expenses coming in less than anticipated:

Department	Annual Amount	Explanation
\$600,000	Various	Reviewing FY21-23 B2A reports, this is a conservative estimate for departments not mentioned below that have historically had expenses come in less than budgeted.
\$500,000	REIB	FY24 budget contained salary and benefits for nine full-time staff but actual staffing has been consistently lower. Actuals for consulting also trending lower.
\$350,000	CA	FY24 budget contained \$350,000 for outside consulting plus full staffing and there will be savings.
\$100,000	Fire	Based on current estimates, ambulance fees will likely come in above their \$2.1M budget.
\$100,000	CT	Even with FY24 attrition at double that of the FY23 rate, we expect additional savings here as we had higher than anticipated staff turnover and cut positions that were originally in the budget.
Total	\$1,650,000	

There are other expense budgets, including BPD and Fire, that appear to be below budget but after discussion with the department heads, we expect them to be fully expended by end of FY24.

Detailed Budget Review

Attached you will find a detailed financial statement for each general fund department as of January 31, 2024. At the top of each page you will find a summary of the department's actual revenues (if applicable) and expenses and the percentage of budget used is categorized as either green, yellow, or red for quick review. Any categories that have a red or yellow flag are explained below.

Please remember that one of the purposes of the monthly financial review process is for department and CT staff to work collaboratively to identify issues such as where budget amendments or where journal entry corrections are needed. Many of these are in process so it is more important to focus on the big picture rather than on individual line items in most cases. They are grouped below starting with departments that have the largest budgets.

The Heavy Hitters

Non-Departmental – this is our most important budget because this is where we recognize The Big Five (property taxes, payment in lieu of taxes (PILOTs), gross receipts, local option taxes, and franchise fees). In very good budget news, the Big Five are all on track – please note that we have only received one quarterly payment for local option tax so while that category looks low at 29% that is actually coming in above budget. We are running slightly ahead on expenses for utilities/electricity and security (Chocolate Thunder) and at current spending levels, expenses could come in \$150,000 over budget. We are on track to meet revenue.

Fire – like the Police the FY24 budget uses \$950K from the assigned fund balance for firefighter salaries and this has not been booked which is why police revenues appear behind schedule. The CT office will make this entry. Please note that ambulance fees, a significant source of revenue (budgeted for FY24 at \$2.1M) are on track to exceed budget.

Police – the FY24 budget uses \$1.3M from the assigned fund balance for police salaries and this has not been booked which is why police revenues appear behind schedule. The CT office will make this entry.

DPW – there are a wide variety of revenue sources within DPW and in very good news, parking fines (budgeted at \$1.2M for FY24) are currently exceeding budget. There is \$1.1M of revenue budgeted for engineering fees for service and none of that has been booked yet. While revenue in this department is not always linear, we expect

Middle of the Pack

CT – the revenue budget is close to \$4.8M with much of this comprised of internal transfers, some of which have not occurred yet. That said, there is \$800K of revenue that CT does not expect to achieve in FY24, specifically: \$500K of miscellaneous revenue, \$100K of recording fees (these are driven by real estate transactions), and \$200K of purchasing savings (which has been carried over within the budget for many years however we have never been able to document this and it should be removed).

P&I – the revenue budget is \$3.7M and it is also quite seasonal so the numbers look worse now than how we predict FY24 will end. Rental registration fees of \$1.1M are due on April 1 and we expect to easily meet that budget. However, building trade permits (budgeted at \$1.6M) and licenses and certificates (budgeted at \$800K) are both behind budget although the winter months are traditionally slow and things usually pick up in the spring so we will know more about that soon. At this time, we estimate P&I may not achieve \$400K of expected revenue across those categories in FY24.

BCA – the revenue budget of nearly \$1.9M comes from earned revenues (such as art sales and class registrations), which are on budget, and grants and donations, which are currently behind. BCA staff is currently focused on the eclipse and with the Development Director our unexpectedly on family leave, it has not been possible to devote as much time to donations as planned. At this time BCA is still confident that they can meet their revenue target but we will know more after the eclipse.

Small and Mighty

Assessor – the entire revenue budget of \$105,132 is money received from the State of Vermont for Act 60 Maintenance and is received in a lump sum. Additionally, it should not be budgeted in the general fund as we move this money into the assigned fund balance to pay for the next reappraisal.

REIB – the entire revenue budget of \$800K is from ARPA and none of this has been booked yet. That said, this revenue can only be booked for expenses spent on salary and benefits for REIB staff. As REIB salary and benefit spending is considerably behind budget, we expect to book closer to \$600K to ARPA this year for REIB expenses.

I&T – the expense budget is trending ahead of expected because the considerable computer licensing and maintenance budget (\$843K) is already 87% spent but this is because most expenses are annual and paid early in the fiscal year. Overall expenses are trending as expected.

BWD – the revenue budget of \$1.3M includes \$600K of fund balance for the Early Learning Initiative and \$250K of ARPA and these have not yet been booked. Other revenues are trending as expected.

FFL – the revenue budget is only \$126,654 and is flagged because \$70,250 of that is coming from general fund transfers that have not been made yet.

CEDO – the revenue budget of \$522,101 is behind because this is almost entirely interfund transfers that have not yet occurred.

Planning – the revenue budget of \$32,500 is from a grant that has not yet been received.

Budget Manager	(All)	Non-Departmental - City of Burlington, VT Unaudited Financial Statement									
Department Head	(All)										
Fund	101 - General Fund	January 31, 2024									
Department	00 - Non-Departmental										
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~									
Program	(All)						Amended Budget		YTD Transactions	% Budget Used	
Sub-program	(All)						\$ 69,612,315		\$ 40,565,864	58.27%	
							\$ 20,536,128		\$ 13,193,896	64.25%	
		Values									
Org Set	Account Type	Rollup	Account #	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget	
101-00	REVENUE	4275 - Rent & Lease	4275 - Rent & Lease	-	-	-	-	-	-	-	-
			4275_100 - Rent & Lease CSC	18,155	-	18,155	-	15,113	83.2%	(3,042)	
		4535 - Misc Rev	4535 - Misc Rev	350,000	-	350,000	-	1,780	0.5%	(348,220)	
		4600 - Fees For Services	4600_101 - Fees For Services Fletcher Allen Hospital	522,744	-	522,744	-	261,372	50.0%	(261,372)	
			4600_102 - Fees For Services UVM	1,479,468	-	1,479,468	-	1,479,469	100.0%	1	
			4600_103 - Fees For Services Champlain College	129,696	-	129,696	-	-	0.0%	(129,696)	
			4600_104 - Fees For Services Burl Housing Authority	26,567	-	26,567	-	13,563	51.1%	(13,004)	
			4600_121 - Fees For Services Community Sailing Center	19,031	-	19,031	-	9,643	50.7%	(9,388)	
			4600_200 - Fees For Services Sustainable Infrastructure UVM	386,000	-	386,000	-	386,000	100.0%	-	
			4600_210 - Fees For Services Sustainable Infrastructure Champ	61,890	-	61,890	-	61,890	100.0%	-	
			4600_215 - Fees For Services Eagles Landing - CC	43,271	-	43,271	-	21,930	50.7%	(21,341)	
		4720 - Use of Fund Balance	4720 - Use of Fund Balance	590,059	-	590,059	-	-	0.0%	(590,059)	
			4720_110 - Use of Fund Balance GF Assigned	500,000	-	500,000	-	-	0.0%	(500,000)	
		4825 - Interdepartmental	4825_155 - Interdepartmental Interest on Pooled Cash	40,000	-	40,000	-	39,425	98.6%	(575)	
		4875 - Grants	4875_175 - Grants Miscellaneous	500,000	-	500,000	-	-	0.0%	(500,000)	
		4990 - Interfund Transfer Proceeds	4990_709 - Interfund Transfer Proceeds CIP	-	-	-	-	-	-	-	
		4000 - Property Taxes	4000_100 - Property Taxes General City	10,754,685	-	10,754,685	-	7,103,426	66.0%	(3,651,259)	
			4000_110 - Property Taxes Capital Street	3,109,925	-	3,109,925	-	1,814,120	58.3%	(1,295,805)	
			4000_120 - Property Taxes Police/Fire	4,438,711	-	4,438,711	-	2,589,251	58.3%	(1,849,460)	
			4000_130 - Property Taxes Open Space	565,441	-	565,441	-	329,840	58.3%	(235,601)	
			4000_150 - Property Taxes Housing Trust	565,441	-	565,441	-	329,840	58.3%	(235,601)	
			4000_160 - Property Taxes Parks	2,544,484	-	2,544,484	-	1,484,280	58.3%	(1,060,204)	
			4000_165 - Property Taxes Penny for Parks	565,441	-	565,441	-	329,840	58.3%	(235,601)	
			4000_167 - Property Taxes Bike Path Maint and Improvement	282,720	-	282,720	-	164,920	58.3%	(117,800)	
			4000_170 - Property Taxes Highway / Streets	1,764,175	-	1,764,175	-	1,029,105	58.3%	(735,070)	
			4000_180 - Property Taxes Library Tax	282,720	-	282,720	-	164,920	58.3%	(117,800)	
			4000_190 - Property Taxes CCTA	1,852,861	-	1,852,861	-	1,080,835	58.3%	(772,026)	
			4000_200 - Property Taxes County	200,000	-	200,000	-	116,669	58.3%	(83,331)	
			4000_210 - Property Taxes Retirement	8,925,470	-	8,925,470	-	5,206,523	58.3%	(3,718,947)	
			4000_220 - Property Taxes Debt Service	6,654,154	-	6,654,154	-	3,881,591	58.3%	(2,772,563)	
		4002 - Commercial Tax Assessment	4002 - Commercial Tax Assessment	1,101,484	-	1,101,484	-	642,530	58.3%	(458,954)	
		4005 - DID Taxes	4005 - DID Taxes	159,733	-	159,733	-	93,177	58.3%	(66,556)	
		4010 - Local Option Sales Tax	4010 - Local Option Sales Tax	3,200,000	-	3,200,000	-	931,813	29.1%	(2,268,187)	
		4015 - Tax Increment Financing Waterfront	4015 - Tax Increment Financing Waterfront	2,191,205	-	2,191,205	-	1,278,200	58.3%	(913,005)	
		4016 - Tax Increment Financing Downtown	4016 - Tax Increment Financing Downtown	2,078,963	-	2,078,963	-	1,212,729	58.3%	(866,234)	
		4020 - Gross Receipts	4020 - Gross Receipts	4,900,000	-	4,900,000	-	2,525,365	51.5%	(2,374,635)	
		4025 - PILOT	4025_100 - PILOT Pilot State	1,053,791	-	1,053,791	-	1,112,453	105.6%	58,662	
		4027 - PILOT	4027_100 - PILOT Water	463,094	-	463,094	-	246,785	53.3%	(216,309)	
			4027_101 - PILOT Wastewater	564,156	-	564,156	-	271,110	48.1%	(293,046)	
			4027_102 - PILOT Howard Health	78,365	-	78,365	-	40,332	51.5%	(38,033)	
			4027_103 - PILOT Burlington Electric	2,214,591	-	2,214,591	-	1,140,931	51.5%	(1,073,660)	
			4027_104 - PILOT Degoesbriand Unit	178,446	-	178,446	-	85,287	47.8%	(93,159)	
			4027_107 - PILOT Burl Housing Authority	65,000	-	65,000	-	74,642	114.8%	9,642	
			4027_108 - PILOT VPPSA (BED)	304,378	-	304,378	-	156,826	51.5%	(147,552)	
			4027_110 - PILOT Champlain Housing Trust	19,339	-	19,339	-	9,952	51.5%	(9,387)	
			4027_111 - PILOT Traffic	64,400	-	64,400	-	37,569	58.3%	(26,831)	
			4027_114 - PILOT Stormwater	44,261	-	44,261	-	19,586	44.3%	(24,675)	
		4230 - Street Franchise Fees	4230 - Street Franchise Fees	2,340,000	-	2,340,000	-	1,167,039	49.9%	(1,172,961)	
		4259 - Development Fees	4259_100 - Development Fees Browns Court	260,000	-	260,000	-	-	0.0%	(260,000)	
			4259_200 - Development Fees Marina	55,000	-	55,000	-	27,500	50.0%	(27,500)	

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-00	REVENUE	4700 - Interest / Investment Income	4700 - Interest / Investment Income	300,000	-	300,000	-	162,625	54.2%	(137,375)
			4700_300 - Interest / Investment Income KB Analysis Earned Cre	195,000	-	195,000	-	123,905	63.5%	(71,095)
		4705 - Unrealized Gain/Loss-Invest	4705 - Unrealized Gain/Loss-Invest	300,000	-	300,000	-	310,693	103.6%	10,693
		4715 - Interest Gross Receipts	4715 - Interest Gross Receipts	8,000	-	8,000	-	4,872	60.9%	(3,128)
		4937 - Bond - Premium Amortization	4937 - Bond - Premium Amortization	300,000	-	300,000	-	974,599	324.9%	674,599
	REVENUE Total			69,612,315	-	69,612,315	-	40,565,864	58.27%	(29,046,451)
	EXPENSE	6212 - Fuel	6212 - Fuel	-	-	-	-	-	-	-
		6400 - Utilities	6400_100 - Utilities Electricity	620,000	-	620,000	-	440,887	71.1%	(179,113)
		6500 - Professional and Consultant Svs	6500_103 - Professional and Consultant Svs Security Contracts	183,750	-	183,750	46,290	112,752	86.6%	(24,708)
			6500_118 - Professional and Consultant Svs Contractual Services	-	-	-	-	14,000	-	14,000
			6500_114 - Professional and Consultant Svs Union Negotiator	-	-	-	-	-	-	-
			6500_115 - Professional and Consultant Svs Legal/Arbitration	50,000	-	50,000	13,042	33,566	93.2%	(3,392)
		6800 - Fees for Services	6800_105 - Fees for Services BT Data Charges	600,000	-	600,000	-	344,899	57.5%	(255,101)
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	9,200	-	9,200	-	5,974	64.9%	(3,226)
		7303 - Regulatory and Bank Fees	7303 - Regulatory and Bank Fees	9,000	-	9,000	-	4,211	46.8%	(4,789)
			7303_300 - Regulatory and Bank Fees KB Analysis	200,000	-	200,000	-	123,905	62.0%	(76,095)
		7900 - Interfund Transfer	7900_117 - Interfund Transfer Transfer to Liability Insurance	1,486,190	-	1,486,190	-	866,943	58.3%	(619,247)
			7900_130 - Interfund Transfer To Housing Trust	565,441	-	565,441	-	329,840	58.3%	(235,601)
			7900_132 - Interfund Transfer Open Space	565,441	-	565,441	-	329,840	58.3%	(235,601)
			7900_134 - Interfund Transfer Greenbelt	157,758	-	157,758	-	117,649	74.6%	(40,109)
			7900_139 - Interfund Transfer CEDO ELI	400,000	-	400,000	-	233,331	58.3%	(166,669)
			7900_150 - Interfund Transfer To Church Street Marketplace	21,000	-	21,000	-	69,829	332.5%	48,829
			7900_155 - Interfund Transfer Pennies for Parks	565,441	-	565,441	-	329,840	58.3%	(235,601)
			7900_157 - Interfund Transfer Bike Path Maint. & Improvement	185,047	-	185,047	-	-	0.0%	(185,047)
			7900_160 - Interfund Transfer Tax Increment Finance Waterfront	2,191,205	-	2,191,205	-	1,278,200	58.3%	(913,005)
			7900_161 - Interfund Transfer Tax Increment Finance Downtown	2,078,963	-	2,078,963	-	1,212,729	58.3%	(866,234)
			7900_190 - Interfund Transfer Capital Street	2,952,167	-	2,952,167	-	1,696,478	57.5%	(1,255,689)
			7900_405 - Interfund Transfer DID	159,733	-	159,733	-	93,177	58.3%	(66,556)
		7250 - Capital Lease Interest	7250 - Capital Lease Interest	370	-	370	-	300	81.1%	(70)
		7312 - Real Estate Taxes	7312 - Real Estate Taxes	-	-	-	-	10,099	-	10,099
		7400 - Debt Service Principal	7400_115 - Debt Service Principal G O Bond	2,810,000	-	2,810,000	-	2,810,000	100.0%	-
			7400_180 - Debt Service Principal Vermont Municipal Bank	100,000	-	100,000	-	100,000	100.0%	-
			7400_200 - Debt Service Principal Sustainable Infrastructure Bond	1,025,000	-	1,025,000	-	1,025,000	100.0%	-
		7450 - Debt Service Interest	7450_180 - Debt Service Interest Vermont Municipal Bank	41,695	-	41,695	-	21,623	51.9%	(20,072)
			7450_200 - Debt Service Interest Sustainable Infrastructure Bond	839,594	-	839,594	-	430,270	51.2%	(409,325)
			7450_215 - Debt Service Interest G.O. Bond	2,280,821	-	2,280,821	-	1,117,056	49.0%	(1,163,765)
		7475 - Debt Paying Agent Fees	7475_130 - Debt Paying Agent Fees Bond Issue Costs	-	-	-	-	26,646	-	26,646
		7710 - Project Subsidies	7710 - Project Subsidies	214,000	-	214,000	-	-	0.0%	(214,000)
		7850 - Contingency	7850 - Contingency	204,312	-	204,312	-	-	0.0%	(204,312)
		8095 - Interest On Pooled Cash	8095 - Interest On Pooled Cash	20,000	-	20,000	-	10,526	52.6%	(9,474)
		7318 - Abatements	7318 - Abatements	-	-	-	-	4,327	-	4,327
	EXPENSE Total			20,536,128	-	20,536,128	59,332	13,193,896	64.54%	(7,282,900)
101-00 Total				49,076,187	-	49,076,187	(59,332)	27,371,967	55.7%	(21,763,551)
101-00-003	REVENUE	4275 - Rent & Lease	4275_200 - Rent & Lease 200 Church Street	120,000	-	120,000	-	89,783	74.8%	(30,217)
	REVENUE Total			120,000	-	120,000	-	89,783	74.8%	(30,217)
	EXPENSE	7200 - Capital Leases	7200_101 - Capital Leases Property BCA	83,460	-	83,460	35,666	49,384	101.9%	1,590
			7200_103 - Capital Leases Property P & R	-	-	-	-	-	-	-
	EXPENSE Total			83,460	-	83,460	35,666	49,384	101.9%	1,590

Department Head	(All)	Regional Programs - City of Burlington, VT Unaudited Financial Statement									
Budget Manager	(All)	January 31, 2024									
Fund	101 - General Fund										
Department	01 - Regional Programs										
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~									
Program	(All)					Amended Budget		YTD Transactions	% Budget Used		
Sub-program	(All)		Regional Programs - Expenses			\$ 3,055,344		\$ 1,744,618	57.1%		
Values											
Org Set	Account Type	Rollup	Account #	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget	
101-01-001	EXPENSE	7900 - Interfund Transfer	7900_138 - Interfund Transfer Champlain Sr Center	47,272	-	47,272	-	-	0.0%	(47,272)	
		7825 - Board and Commission Compensation	7825 - Board and Commission Compensation	100,000	-	100,000	-	13,700	13.7%	(86,300)	
		7600 - Regional Services	7600_100 - Regional Services GMT	1,852,861	-	1,852,861	926,431	926,431	100.0%	-	
			7600_105 - Regional Services WINOOSKI VALLEY PARK DIST	127,316	-	127,316	-	127,316	100.0%	-	
			7600_110 - Regional Services County Tax	229,245	-	229,245	-	229,554	100.1%	309	
			7600_115 - Regional Services Visiting Nurse Association	125,000	-	125,000	-	125,000	100.0%	-	
			7600_120 - Regional Services G B I C	20,000	-	20,000	-	-	0.0%	(20,000)	
			7600_125 - Regional Services Senior Cable TV Assistance	1,500	-	1,500	-	628	41.9%	(872)	
			7600_330 - Regional Services Howard Cener St Outreach	77,500	-	77,500	-	-	0.0%	(77,500)	
		7610 - Sister Cities	7610_130 - Sister Cities OTHER	2,000	-	2,000	-	-	0.0%	(2,000)	
			7610_140 - Sister Cities Puerto Cabezas	2,000	-	2,000	-	2,000	100.0%	-	
			7610_145 - Sister Cities Bethlehem/Ard	2,000	-	2,000	-	2,000	100.0%	-	
			7610_150 - Sister Cities Yaroslavl	2,000	-	2,000	-	-	0.0%	(2,000)	
			7610_155 - Sister Cities Honfleur	2,000	-	2,000	-	-	0.0%	(2,000)	
		7650 - Regional Programs	7650_165 - Regional Programs Generator	7,500	-	7,500	-	-	0.0%	(7,500)	
			7650_170 - Regional Programs Local Motion - Bike Ferry	4,500	-	4,500	-	-	0.0%	(4,500)	
			7650_185 - Regional Programs Steps to End Domestic Violence	14,000	-	14,000	-	-	0.0%	(14,000)	
			7650_190 - Regional Programs Rape Crisis Center	10,000	-	10,000	-	-	0.0%	(10,000)	
			7650_195 - Regional Programs Burlington Concert Band	5,000	-	5,000	-	5,000	100.0%	-	
			7650_210 - Regional Programs Chamber Of Commerce	2,200	-	2,200	-	2,110	95.9%	(90)	
			7650_215 - Regional Programs Martin Luther King Day	8,500	-	8,500	-	-	0.0%	(8,500)	
			7650_220 - Regional Programs Special Projects -Emerging Needs	15,000	-	15,000	-	-	0.0%	(15,000)	
			7650_225 - Regional Programs Highlight	20,000	-	20,000	-	19,999	100.0%	(1)	
			7650_230 - Regional Programs American Red Cross	2,500	-	2,500	-	-	0.0%	(2,500)	
			7650_235 - Regional Programs Seaba-Art Hop	5,000	-	5,000	-	5,000	100.0%	-	
			7650_240 - Regional Programs Hands - Senior Holiday Dinner	1,500	-	1,500	-	-	0.0%	(1,500)	
			7650_255 - Regional Programs VT & Natl League Of City	58,000	-	58,000	-	60,156	103.7%	2,156	
			7650_260 - Regional Programs Chitenden City Reg Plan Comm	55,000	-	55,000	-	54,410	98.9%	(590)	
			7650_270 - Regional Programs Sara Holbrook	6,000	-	6,000	-	-	0.0%	(6,000)	
			7650_275 - Regional Programs Boys And Girls Club	6,000	-	6,000	-	-	0.0%	(6,000)	
			7650_280 - Regional Programs King Street Center	6,000	-	6,000	-	-	0.0%	(6,000)	
			7650_295 - Regional Programs Us Conference Of Mayors	4,000	-	4,000	-	3,664	91.6%	(337)	
			7650_300 - Regional Programs Jazz Fest Commitment	7,500	-	7,500	-	-	0.0%	(7,500)	
			7650_305 - Regional Programs Turning Point Center	17,950	-	17,950	-	-	0.0%	(17,950)	
			7650_310 - Regional Programs CATMA	9,750	-	9,750	-	9,750	100.0%	-	
			7650_315 - Regional Programs VT Interntional Film Festival	13,000	-	13,000	-	13,000	100.0%	-	
			7650_320 - Regional Programs Arts	35,000	26,250	61,250	6,920	54,330	100.0%	-	
			7650_325 - Regional Programs Heineberg Sr Ctr	88,000	-	88,000	-	88,000	100.0%	-	
			7650_340 - Regional Programs ANEW	-	-	-	-	-	-	-	
			7650_360 - Regional Programs Vermont City Marathon	5,000	-	5,000	-	-	0.0%	(5,000)	
			7650_365 - Regional Programs JUMP	1,500	-	1,500	-	-	0.0%	(1,500)	
			7650_370 - Regional Programs Expanded Mental Health	15,000	-	15,000	-	-	0.0%	(15,000)	
			7650_385 - Regional Programs Indigenous People's Study	-	-	-	-	-	-	-	
		7709 - Accessibility Committee	7709 - Accessibility Committee	15,000	-	15,000	229	2,571	18.7%	(12,200)	
EXPENSE Total				3,029,094	26,250	3,055,344	933,579	1,744,618	87.7%	(377,146)	

Department Head	(All)	Mayor's Office - City of Burlington, VT Unaudited Financial Statement									
Budget Manager	(All)										
Fund	101 - General Fund	January 31, 2024									
Department	02 - Mayor's Office										
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~									
Program	(All)						Amended Budget		YTD Transactions	% Budget Used	
Sub-program	(All)	Mayor's Office Expenses					\$ 548,097		\$ 317,924	58.0%	
Values											
Org Set	Account Type	Rollup	Account #	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget	
101-02-000	REVENUE	4952 - Revenue - Other	4952 - Revenue - Other	-	-	-	-	800		800	
	REVENUE Total			-	-	-	-	800	#DIV/0!	800	
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	382,813	-	382,813	-	208,296	54.4%	(174,517)	
			5000_115 - Salaries and Wages Seasonal/Temporary	4,293	-	4,293	-	19,387	451.6%	15,094	
		5100 - Overtime	5100 - Overtime	1,516	-	1,516	-	1,126	74.3%	(390)	
		5200 - Other Personnel Services	5200_106 - Other Personnel Services Staffing	-	-	-	-	-		-	
			5200_115 - Other Personnel Services Other Compensation	1,000	-	1,000	-	-	0.0%	(1,000)	
			5200_130 - Other Personnel Services Allowance Taxable	205	-	205	-	38	18.8%	(167)	
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	29,822	-	29,822	-	16,534	55.4%	(13,288)	
			5400_115 - Employee Benefits Retirement B	31,312	-	31,312	-	18,265	58.3%	(13,047)	
			5400_120 - Employee Benefits Workers Compensation	10,915	-	10,915	-	6,293	57.7%	(4,622)	
			5400_125 - Employee Benefits Health Insurance	61,924	-	61,924	-	36,120	58.3%	(25,804)	
			5400_130 - Employee Benefits Dental Insurance	2,849	-	2,849	-	1,659	58.2%	(1,190)	
			5400_135 - Employee Benefits Life Insurance	654	-	654	-	385	58.9%	(269)	
		6000 - Office Supplies	6000 - Office Supplies	1,295	-	1,295	-	85	6.6%	(1,210)	
		6005 - Postage	6005 - Postage	34	-	34	-	13	38.8%	(21)	
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	-	-	-	-	500		500	
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	12	-	12	-	6	48.4%	(6)	
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	1,999	-	1,999	-	828	41.4%	(1,171)	
		6400 - Utilities	6400_125 - Utilities Telecommunications	2,088	-	2,088	-	1,264	60.5%	(824)	
			6400_127 - Utilities Cellular Communications	565	-	565	-	270	47.8%	(295)	
		6700 - Travel & Training	6700_110 - Travel & Training Travel Expense	4,000	-	4,000	-	1,250	31.3%	(2,750)	
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	-	-	-	-	45		45	
		7650 - Regional Programs	7650_220 - Regional Programs Special Projects -Emerging Needs	1,152	-	1,152	-	525	45.6%	(627)	
			7650_295 - Regional Programs Us Conference Of Mayors	2,649	-	2,649	-	-	0.0%	(2,649)	
		7652 - Discretionary Spending	7652 - Discretionary Spending	7,000	-	7,000	-	5,033	71.9%	(1,967)	
	EXPENSE Total			548,097	-	548,097	-	317,924	58.0%	(230,173)	

Department Head	(All)	City Council - City of Burlington, VT Unaudited Financial Statement								
Budget Manager	(All)									
Fund	(All)									
Department	03 - City Council									
Division	(All)	January 31, 2024								
Program	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~								
Sub-program	(All)		City Council Expenses			Amended Budget		YTD Transactions	% Budget Used	
						\$ 128,443		\$ 50,552	39.4%	
Values										
Org Set	Account Type	Rollup	Account #	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
101-03-000	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, F	45,000	-	45,000	-	35,000	77.8%	(10,000)
			5000_115 - Salaries and Wages Seasonal/	-	-	-	-	7,391		7,391
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	3,443	-	3,443	-	3,243	94.2%	(200)
		6505 - Councilor	6505_101 - Councilor Ward 1 - Hightower	5,000	-	5,000	-	-	0.0%	(5,000)
			6505_107 - Councilor East District - Hanso	5,000	-	5,000	-	-	0.0%	(5,000)
			6505_201 - Councilor Central District - Fre	5,000	-	5,000	-	-	0.0%	(5,000)
			6505_202 - Councilor Ward 2- Bergman	5,000	-	5,000	-	-	0.0%	(5,000)
			6505_304 - Councilor Ward 3 - Magee	5,000	-	5,000	-	-	0.0%	(5,000)
			6505_401 - Councilor North District - Bark	5,000	-	5,000	-	-	0.0%	(5,000)
			6505_402 - Councilor Ward 4 - Carpenter	5,000	-	5,000	-	-	0.0%	(5,000)
			6505_500 - Councilor South District - Shan	5,000	-	5,000	-	-	0.0%	(5,000)
			6505_501 - Councilor Ward 5 - Traverse	5,000	-	5,000	-	-	0.0%	(5,000)
			6505_605 - Councilor Ward 6 - Paul	5,000	-	5,000	-	1,665	33.3%	(3,335)
			6505_701 - Councilor Ward 7 - Dieng	5,000	-	5,000	-	3,314	66.3%	(1,686)
			6505_802 - Councilor Ward 8 -House	5,000	-	5,000	-	-	0.0%	(5,000)
		6520 - Initiative	6520 - Initiative	50,000	30,000	20,000	-	60	0.3%	(19,940)
	EXPENSE Total			158,443	30,000	128,443	-	50,552	39.4%	(77,891)

Department Head	(All)	CT - City of Burlington, VT Unaudited Financial Statement										
Budget Manager	(All)											
Fund	101 - General Fund	January 31, 2024										
Department	04 - Clerk/Treasurer											
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~										
Program	(All)						Amended Budget	YTD Transactions	% Budget Used			
Sub-program	(All)						\$ 4,790,569	\$ 1,715,555	35.8%			
		CT Revenues										
		CT Expenses					\$ 3,447,282	\$ 1,767,986	51.3%			
							Values					
Org Set	Account Type	Rollup	Account #		Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget	
101-04-000	REVENUE	4535 - Misc Rev	4535 - Misc Rev		500,000	-	500,000	-	10,512	2.1%	(489,488)	
		4600 - Fees For Services	4600_100 - Fees For Services General Government		20,000	-	20,000	-	8,705	43.5%	(11,295)	
		4725 - Use of Assigned Fund Balance	4725 - Use of Assigned Fund Balance		225,000	-	225,000	-	-	0.0%	(225,000)	
		4850 - Cash Over	4850 - Cash Over		-	-	-	-	2		2	
		4700 - Interest / Investment Income	4700 - Interest / Investment Income		150,000	-	150,000	-	150,000	100.0%	-	
			4700_300 - Interest / Investment Income KB Analysis Earned Cr		30,000	-	30,000	-	11,681	38.9%	(18,319)	
		4030 - Late Fees	4030_100 - Late Fees General Government		-	-	-	-	10		10	
		4065 - Rebates	4065 - Rebates		-	-	-	-	-		-	
		4075 - Penalties & Interest	4075 - Penalties & Interest		20,000	-	20,000	-	-	0.0%	(20,000)	
		4080 - Recording Fees	4080 - Recording Fees		300,000	-	300,000	-	112,680	37.6%	(187,320)	
		4094 - Financial Services	4094 - Financial Services		50,000	-	50,000	-	96,946	193.9%	46,946	
		4095 - Purchasing Savings	4095_100 - Purchasing Savings Procurement Card		95,000	-	95,000	-	-	0.0%	(95,000)	
			4095_105 - Purchasing Savings Rebate Programs		2,000	-	2,000	-	6,181	309.0%	4,181	
			4095_120 - Purchasing Savings Savings		200,000	-	200,000	-	-	0.0%	(200,000)	
		4100 - Licenses And Certificates	4100_100 - Licenses And Certificates General Government		125,000	-	125,000	-	53,716	43.0%	(71,284)	
		4285 - Indirect cost	4285_100 - Indirect cost Admin		2,062,569	-	2,062,569	-	928,130	45.0%	(1,134,439)	
		4440 - Taxi Fees	4440 - Taxi Fees		125,000	-	125,000	-	63,176	50.5%	(61,825)	
		4566 - State ED Tax Admin Fee	4566 - State ED Tax Admin Fee		160,000	-	160,000	-	-	0.0%	(160,000)	
		4710 - Interest On Taxes	4710 - Interest On Taxes		500,000	-	500,000	-	273,822	54.8%	(226,178)	
		4890 - Grant Federal - Non Operating	4890_100 - Grant Federal - Non Operating Cares Act Relief		125,000	-	125,000	-	-	0.0%	(125,000)	
		4956 - Capital Contribution	4956 - Capital Contribution		101,000	-	101,000	-	-	0.0%	(101,000)	
	REVENUE Total				4,790,569	-	4,790,569	-	1,715,555	35.8%	(3,075,014)	
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time		2,015,063	-	2,015,063	-	975,080	48.4%	(1,039,983)	
			5000_110 - Salaries and Wages Regular Part Time		-	-	-	-	-		-	
			5000_115 - Salaries and Wages Seasonal/Temporary		115,000	-	115,000	-	7,772	6.8%	(107,228)	
			5000_900 - Salaries and Wages Attrition/reorganization		200,000	-	200,000	-	-	0.0%	(200,000)	
		5100 - Overtime	5100 - Overtime		50,000	-	50,000	-	9,882	19.8%	(40,118)	
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation		8,000	-	8,000	-	4,089	51.1%	(3,911)	
			5200_116 - Other Personnel Services Longevity Pay		2,940	-	2,940	-	1,755	59.7%	(1,185)	
			5200_120 - Other Personnel Services Shift Differential		150	-	150	-	42	28.0%	(108)	
			5200_130 - Other Personnel Services Allowance Taxable		9,000	-	9,000	-	6,117	68.0%	(2,883)	
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA		168,312	-	168,312	-	71,665	42.6%	(96,647)	
			5400_115 - Employee Benefits Retirement B		164,819	-	164,819	-	96,144	58.3%	(68,675)	
			5400_120 - Employee Benefits Workers Compensation		57,456	-	57,456	-	33,131	57.7%	(24,325)	
			5400_125 - Employee Benefits Health Insurance		313,781	-	313,781	-	183,036	58.3%	(130,745)	
			5400_130 - Employee Benefits Dental Insurance		15,626	-	15,626	-	9,114	58.3%	(6,512)	
			5400_135 - Employee Benefits Life Insurance		4,085	-	4,085	-	2,380	58.3%	(1,705)	
			5400_145 - Employee Benefits Employee Parking		2,100	-	2,100	-	2,140	101.9%	40	
			5400_150 - Employee Benefits Recognition		5,100	-	5,100	-	2,615	51.3%	(2,485)	
		6000 - Office Supplies	6000 - Office Supplies		14,000	-	14,000	7,479	4,186	83.3%	(2,335)	
		6005 - Postage	6005 - Postage		15,000	-	15,000	7,394	6,472	92.4%	(1,134)	
		6010 - Computer Equipment	6010 - Computer Equipment		1,000	-	1,000	-	237	23.7%	(763)	
		6025 - Furnishings	6025 - Furnishings		2,500	-	2,500	-	-	0.0%	(2,500)	
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies		350	-	350	-	118	33.7%	(232)	
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt		23,000	-	23,000	-	594	2.6%	(22,406)	
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions		4,500	-	4,500	-	1,012	22.5%	(3,488)	
		6208 - Special Supplies	6208 - Special Supplies		3,000	-	3,000	1,158	2,010	105.6%	168	
		6300 - Repair & Maintenance	6300 - Repair & Maintenance		-	-	-	-	280		280	
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising		25,000	-	25,000	5,905	12,095	72.0%	(7,000)	
		6400 - Utilities	6400_125 - Utilities Telecommunications		6,000	-	6,000	-	2,883	48.0%	(3,117)	
			6400_127 - Utilities Cellular Communications		7,000	-	7,000	-	4,507	64.4%	(2,493)	
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Services		100,000	-	100,000	8,793	73,641	82.4%	(17,566)	

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-04-000	EXPENSE	6500 - Professional and Consultant Svs	6500_112 - Professional and Consultant Svs Audits - Melanson	200,000	-	200,000	-	155,000	77.5%	(45,000)
			6500_136 - Professional and Consultant Svs Meeting Video	85,000	-	85,000	16,667	65,693	96.9%	(2,640)
		6700 - Travel & Training	6700_110 - Travel & Training Travel Expense	-	-	-	-	-		-
			6700_115 - Travel & Training Mileage	-	-	-	-	-		-
			6700_100 - Travel & Training Education	5,000	-	5,000	-	1,316	26.3%	(3,684)
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	9,000	-	9,000	3,624	5,387	100.1%	12
		7303 - Regulatory and Bank Fees	7303 - Regulatory and Bank Fees	1,000	-	1,000	-	82	8.2%	(918)
		6007 - Shipping and Moving	6007 - Shipping and Moving	-	-	-	-	36		36
		6020 - Office Equipment	6020 - Office Equipment	500	-	500	-	4,620	924.0%	4,120
		6238 - Elections	6238_500 - Elections Wages & Compensation	61,500	-	61,500	-	-	0.0%	(61,500)
			6238_600 - Elections Supplies & Postage	35,000	-	35,000	190	19,912	57.4%	(14,898)
			6238_620 - Elections Ballots/Tabulators	70,000	-	70,000	-	-	0.0%	(70,000)
			6238_635 - Elections Legal Notices & Advertising	8,500	-	8,500	190	95	3.4%	(8,215)
			6238_650 - Elections AVS/Translations	18,000	-	18,000	-	395	2.2%	(17,605)
			6238_653 - Elections Facility & Equipment Rentals	7,000	-	7,000	1,900	2,590	64.1%	(2,510)
		7000 - Bad Debt Expense	7000 - Bad Debt Expense	-	-	-	-	25		25
		8022 - Franchise Admin Fee - BD	8022 - Franchise Admin Fee - BD	14,000	-	14,000	-	-	0.0%	(14,000)
	EXPENSE Total			3,447,282	-	3,447,282	53,300	1,767,986	52.8%	(1,625,996)

Department Head	(All)	CA - City of Burlington, VT Unaudited Financial Statement									
Budget Manager	(All)										
Fund	101 - General Fun	January 31, 2024									
Department	05 - City Attorney										
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~									
Program	(All)						Amended Budget	YTD Transactions	% Budget Used		
Sub-program	(All)	CA Revenues					\$ 235,760	\$ 133,762	56.7%		
		CA Expenses					\$ 1,475,416	\$ 567,329	38.5%		
Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget	
				Adopted Budget	Budget Amendments	Amended Budget					
101-05-000	REVENUE	4600 - Fees For Services	4600_107 - Fees For Services City Attorne	-	-	-	-	356		356	
		4825 - Interdepartmental	4825 - Interdepartmental	235,760	-	235,760	-	133,406	56.6%	(102,354)	
		4055 - Fines Misc	4055_105 - Fines Misc Public Safety	-	-	-	-	-		-	
		REVENUE Total		235,760	-	235,760	-	133,762	56.7%	(101,999)	
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Fi	866,037	-	866,037	-	342,496	39.5%	(523,541)	
			5000_900 - Salaries and Wages Attrition/r	178,000	-	178,000	-	-	0.0%	(178,000)	
		5100 - Overtime	5100 - Overtime	-	-	-	-	263		263	
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Othe	500	-	500	-	700	140.0%	200	
			5200_130 - Other Personnel Services Allo	1,000	-	1,000	-	-	0.0%	(1,000)	
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	66,367	-	66,367	-	24,453	36.8%	(41,914)	
			5400_115 - Employee Benefits Retirement	70,836	-	70,836	-	41,321	58.3%	(29,515)	
			5400_120 - Employee Benefits Workers Co	24,692	-	24,692	-	14,238	57.7%	(10,454)	
			5400_125 - Employee Benefits Health Insu	97,046	-	97,046	-	56,609	58.3%	(40,437)	
			5400_130 - Employee Benefits Dental Insu	4,890	-	4,890	-	2,856	58.4%	(2,034)	
			5400_135 - Employee Benefits Life Insura	1,471	-	1,471	-	861	58.5%	(610)	
			5400_145 - Employee Benefits Employee	1,000	-	1,000	-	940	94.0%	(60)	
			5400_150 - Employee Benefits Recognitio	500	-	500	-	340	67.9%	(160)	
		6000 - Office Supplies	6000 - Office Supplies	1,000	550	1,550	94	1,290	77.1%	(354)	
		6005 - Postage	6005 - Postage	500	-	500	-	287	57.4%	(213)	
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	-	150	150	-	-	0.0%	(150)	
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	1,000	200	800	-	148	18.6%	(652)	
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	5,000	-	5,000	-	4,499	90.0%	(501)	
		6208 - Special Supplies	6208 - Special Supplies	-	-	-	-	-		-	
		6400 - Utilities	6400_125 - Utilities Telecommunications	3,500	-	3,500	-	1,842	52.6%	(1,658)	
		6500 - Professional and Consultant Svs	6500_106 - Professional and Consultant S	470,000	-	470,000	126	54,856	11.7%	(415,018)	
		6700 - Travel & Training	6700_100 - Travel & Training Education	5,277	-	5,277	-	2,012	38.1%	(3,265)	
			6700_140 - Travel & Training Airfare	1,000	300	700	-	613	87.6%	(87)	
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	1,600	-	1,600	129	692	51.3%	(779)	
		6020 - Office Equipment	6020 - Office Equipment	200	200	-	-	-		-	
		6204 - Books	6204 - Books	30,000	-	30,000	1,848	16,012	59.5%	(12,140)	
		EXPENSE Total		1,475,416	-	1,475,416	2,009	567,329	38.6%	(906,079)	

Department Head	(All)	Planning - City of Burlington, VT Unaudited Financial Statement									
Budget Manager	(All)										
Fund	101 - General Fun	January 31, 2024									
Department	06 - Planning										
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~									
Program	(All)		Planning Revenues			Amended Budget		YTD Transactions	% Budget Used		
Sub-program	(All)		Planning Expenses			\$ 32,500		\$ 15	0.0%		
						\$ 807,497		\$ 393,355	48.7%		
Values											
Org Set	Account Type	Rollup	Account #	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget	
101-06-000	REVENUE	4600 - Fees For Services	4600_130 - Fees For Services Miscellaneous	-	-	-	-	15		15	
		4875 - Grants	4875_140 - Grants State Operating	32,500	-	32,500	-	-	0.0%	(32,500)	
	REVENUE Total			32,500	-	32,500	-	15	0.0%	(32,485)	
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, F	451,981	-	451,981	-	250,209	55.4%	(201,772)	
			5000_115 - Salaries and Wages Seasonal/	65,000	24,999	89,999	-	26,732	29.7%	(63,267)	
			5000_900 - Salaries and Wages Attrition/r	25,000	-	25,000	-	-	0.0%	(25,000)	
		5100 - Overtime	5100 - Overtime	-	-	-	-	29		29	
		5200 - Other Personnel Services	5200_106 - Other Personnel Services Staff	-	-	-	-	-		-	
			5200_115 - Other Personnel Services Othe	1,000	-	1,000	-	-	0.0%	(1,000)	
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	39,626	-	39,626	-	19,930	50.3%	(19,696)	
			5400_115 - Employee Benefits Retirement	36,969	-	36,969	-	21,565	58.3%	(15,404)	
			5400_120 - Employee Benefits Workers Co	12,732	-	12,732	-	7,343	57.7%	(5,389)	
			5400_125 - Employee Benefits Health Insu	97,046	-	97,046	-	56,609	58.3%	(40,437)	
			5400_130 - Employee Benefits Dental Insu	4,465	-	4,465	-	2,604	58.3%	(1,861)	
			5400_135 - Employee Benefits Life Insura	833	-	833	-	483	58.0%	(350)	
		6000 - Office Supplies	6000 - Office Supplies	1,000	-	1,000	439	132	57.1%	(429)	
		6005 - Postage	6005 - Postage	50	-	50	-	-	0.0%	(50)	
		6010 - Computer Equipment	6010 - Computer Equipment	1,000	-	1,000	-	-	0.0%	(1,000)	
		6025 - Furnishings	6025 - Furnishings	2,000	-	2,000	-	-	0.0%	(2,000)	
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	125	-	125	-	-	0.0%	(125)	
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	3,000	-	3,000	-	142	4.7%	(2,858)	
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	5,000	-	5,000	-	1,986	39.7%	(3,014)	
		6208 - Special Supplies	6208 - Special Supplies	6,000	2,500	3,500	-	-	0.0%	(3,500)	
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	2,000	-	2,000	1,200	597	89.9%	(203)	
		6400 - Utilities	6400_125 - Utilities Telecommunications	2,800	-	2,800	-	1,169	41.8%	(1,631)	
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant S	75,000	24,999	50,001	-	-	0.0%	(50,001)	
		6530 - Rentals	6530_100 - Rentals Property	1,000	-	1,000	-	104	10.4%	(896)	
		6700 - Travel & Training	6700_110 - Travel & Training Travel Expe	8,400	-	8,400	-	1,749	20.8%	(6,651)	
			6700_115 - Travel & Training Mileage	1,000	-	1,000	-	139	13.9%	(861)	
			6700_100 - Travel & Training Education	5,000	-	5,000	-	413	8.3%	(4,587)	
			6700_107 - Travel & Training Training Mat	100	-	100	-	-	0.0%	(100)	
		6800 - Fees for Services	6800_140 - Fees for Services Hospitality E	-	2,500	2,500	-	495	19.8%	(2,005)	
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	2,200	-	2,200	165	877	47.4%	(1,158)	
		7250 - Capital Lease Interest	7250 - Capital Lease Interest	20	-	20	-	-	0.0%	(20)	
		6007 - Shipping and Moving	6007 - Shipping and Moving	150	-	150	-	48	32.3%	(102)	
		6020 - Office Equipment	6020 - Office Equipment	1,500	-	1,500	-	-	0.0%	(1,500)	
		6015 - Computer Software	6015 - Computer Software	5,500	-	5,500	-	-	0.0%	(5,500)	
	EXPENSE Total			807,497	-	807,497	1,804	393,355	48.9%	(412,337)	

Department Head	(All)	Assessor - City of Burlington, VT Unaudited Financial Statement										
Budget Manager	(All)											
Fund	101 - General Fun	January 31, 2024										
Department	07 - City Assessor											
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~										
Program	(All)							Amended Budget		YTD Transactions	% Budget Used	
Sub-program	(All)	Assessor Revenues						\$ 105,132		\$ -	0.0%	
		Assessor Expenses						\$ 542,342		\$ 243,443	44.9%	
Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget		
				Adopted Budget	Budget Amendments	Amended Budget						
101-07-000	REVENUE	4600 - Fees For Services	4600_100 - Fees For Services General Gov	132	-	132	-	-	0.0%	(132)		
		4875 - Grants	4875_160 - Grants Act 60 Maintenance	105,000	-	105,000	-	-	0.0%	(105,000)		
	REVENUE Total			105,132	-	105,132	-	-	0.0%	(105,132)		
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, F	324,762	-	324,762	-	149,013	45.9%	(175,749)		
			5000_105 - Salaries and Wages Limited Se	58,079	-	58,079	-	-	0.0%	(58,079)		
			5000_115 - Salaries and Wages Seasonal/	-	-	-	-	-				
			5000_900 - Salaries and Wages Attrition/r	25,000	-	25,000	-	-	0.0%	(25,000)		
		5100 - Overtime	5100 - Overtime	425	-	425	-	90	21.1%	(335)		
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Othe	100	-	100	-	250	250.0%	150		
			5200_116 - Other Personnel Services Long	150	-	150	-	250	166.7%	100		
			5200_120 - Other Personnel Services Shift	20	-	20	-	-	0.0%	(20)		
			5200_130 - Other Personnel Services Allo	650	-	650	-	850	130.8%	200		
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	29,390	-	29,390	-	11,725	39.9%	(17,665)		
			5400_115 - Employee Benefits Retirement	26,563	-	26,563	-	15,495	58.3%	(11,068)		
			5400_120 - Employee Benefits Workers Co	10,915	-	10,915	-	6,293	57.7%	(4,622)		
			5400_125 - Employee Benefits Health Insu	86,879	-	86,879	-	50,680	58.3%	(36,199)		
			5400_130 - Employee Benefits Dental Insu	3,997	-	3,997	-	2,331	58.3%	(1,666)		
			5400_135 - Employee Benefits Life Insura	817	-	817	-	476	58.3%	(341)		
			5400_145 - Employee Benefits Employee I	2,600	-	2,600	-	440	16.9%	(2,160)		
		6000 - Office Supplies	6000 - Office Supplies	200	-	200	-	-	0.0%	(200)		
		6005 - Postage	6005 - Postage	700	-	700	-	1	0.1%	(699)		
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	-	-	-	-	-		-		
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	-	-	-	-	15		15		
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	3,400	-	3,400	-	3,280	96.5%	(120)		
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	850	-	850	-	-	0.0%	(850)		
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	500	-	500	-	-	0.0%	(500)		
		6400 - Utilities	6400_125 - Utilities Telecommunications	1,800	-	1,800	-	1,043	57.9%	(757)		
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant S	7,000	-	7,000	-	1,062	15.2%	(5,938)		
		6600 - Maintenance Contracts	6600 - Maintenance Contracts	6,100	-	6,100	-	-	0.0%	(6,100)		
		6700 - Travel & Training	6700_110 - Travel & Training Travel Exper	220	-	220	-	-	0.0%	(220)		
			6700_100 - Travel & Training Education	1,000	-	1,000	-	150	15.0%	(850)		
		6020 - Office Equipment	6020 - Office Equipment	225	-	225	-	-	0.0%	(225)		
	EXPENSE Total			542,342	-	542,342	-	243,443	44.9%	(298,899)		

Department Head	(All)	HR - City of Burlington, VT Unaudited Financial Statement									
Budget Manager	(All)	January 31, 2024									
Fund	101 - General Fun										
Department	08 - Human Resou										
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~									
Program	(All)					Amended Budget		YTD Transactions	% Budget Used		
Sub-program	(All)		HR Expenses			\$ 1,531,968		\$ 859,568	56.1%		
Values											
Org Set	Account Type	Rollup	Account #	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget	
101-08-000	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, F	933,798	-	933,798	-	508,386	54.4%	(425,412)	
			5000_900 - Salaries and Wages Attrition/t	50,000	-	50,000	-	-	0.0%	(50,000)	
		5100 - Overtime	5100 - Overtime	1,500	-	1,500	-	4,732	315.5%	3,232	
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Othe	3,300	-	3,300	-	4,240	128.5%	940	
			5200_116 - Other Personnel Services Long	-	-	-	-	183		183	
			5200_120 - Other Personnel Services Shift	-	-	-	-	0		0	
			5200_125 - Other Personnel Services Taxa	-	-	-	-	-		-	
			5200_130 - Other Personnel Services Allo	1,000	-	1,000	-	1,351	135.1%	351	
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	71,879	-	71,879	-	37,158	51.7%	(34,721)	
			5400_115 - Employee Benefits Retirement	76,379	-	76,379	-	44,554	58.3%	(31,825)	
			5400_120 - Employee Benefits Workers Co	29,025	-	29,025	-	16,737	57.7%	(12,288)	
			5400_125 - Employee Benefits Health Insu	152,038	-	152,038	-	88,690	58.3%	(63,348)	
			5400_130 - Employee Benefits Dental Insu	8,185	-	8,185	-	4,774	58.3%	(3,411)	
			5400_135 - Employee Benefits Life Insura	1,838	-	1,838	-	1,071	58.3%	(767)	
		6000 - Office Supplies	6000 - Office Supplies	2,200	-	2,200	-	831	37.8%	(1,369)	
		6005 - Postage	6005 - Postage	200	-	200	-	837	418.7%	637	
		6010 - Computer Equipment	6010 - Computer Equipment	100	-	100	-	-	0.0%	(100)	
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	200	-	200	-	-	0.0%	(200)	
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	1,000	-	1,000	-	109	10.9%	(891)	
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	2,600	-	2,600	-	244	9.4%	(2,356)	
		6211 - Specialized Equipment	6211_110 - Specialized Equipment Safety	-	-	-	-	-		-	
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	500	-	500	-	-	0.0%	(500)	
		6400 - Utilities	6400_125 - Utilities Telecommunications	5,000	-	5,000	-	2,625	52.5%	(2,375)	
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant S	72,000	-	72,000	-	39,376	54.7%	(32,625)	
			6500_125 - Professional and Consultant S	31,500	-	31,500	-	14,783	46.9%	(16,718)	
		6700 - Travel & Training	6700_105 - Travel & Training Special Train	12,900	-	12,900	-	-	0.0%	(12,900)	
			6700_100 - Travel & Training Education	15,000	-	15,000	-	2,292	15.3%	(12,708)	
		6800 - Fees for Services	6800_160 - Fees for Services Background	10,000	-	10,000	-	3,240	32.4%	(6,760)	
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	1,700	-	1,700	129	687	48.0%	(883)	
		6020 - Office Equipment	6020 - Office Equipment	1,000	-	1,000	-	-	0.0%	(1,000)	
		6355 - Recruitment	6355 - Recruitment	55,000	-	55,000	-	22,885	41.6%	(32,115)	
	EXPENSE Total			1,439,842	-	1,439,842	129	799,785	55.6%	(639,928)	
101-08-012	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, F	-	-	-	-	701		701	
		5100 - Overtime	5100 - Overtime	10,000	-	10,000	-	81	0.8%	(9,919)	
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Othe	2,100	-	2,100	-	175	8.3%	(1,925)	
			5200_116 - Other Personnel Services Long	880	-	880	-	-	0.0%	(880)	
			5200_120 - Other Personnel Services Shift	-	-	-	-	-		-	
			5200_125 - Other Personnel Services Taxa	1,000	-	1,000	-	-	0.0%	(1,000)	
			5200_130 - Other Personnel Services Allo	1,483	-	1,483	-	-	0.0%	(1,483)	
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	1,183	-	1,183	-	57	4.8%	(1,126)	
			5400_145 - Employee Benefits Employee	460	-	460	-	140	30.4%	(320)	
		6000 - Office Supplies	6000 - Office Supplies	2,500	-	2,500	716	2,520	129.5%	737	
		6010 - Computer Equipment	6010 - Computer Equipment	200	-	200	-	-	0.0%	(200)	
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	100	-	100	-	6	5.9%	(94)	
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	100	-	100	-	-	0.0%	(100)	
		6400 - Utilities	6400_125 - Utilities Telecommunications	1,500	-	1,500	-	672	44.8%	(828)	
			6400_127 - Utilities Cellular Communicati	2,220	-	2,220	-	722	32.5%	(1,498)	
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant S	65,000	-	65,000	-	54,140	83.3%	(10,861)	

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-08-012	EXPENSE	6700 - Travel & Training	6700_115 - Travel & Training Mileage	400	-	400	-	-	0.0%	(400)
			6700_100 - Travel & Training Education	2,000	-	2,000	-	1,689	84.5%	(311)
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	800	-	800	68	395	57.8%	(337)
		6020 - Office Equipment	6020 - Office Equipment	200	-	200	-	-	0.0%	(200)
	EXPENSE Total			92,126	-	92,126	784	59,783	65.7%	(31,559)

Department Head	(All)	REIB - City of Burlington, VT Unaudited Financial Statement									
Budget Manager	(All)										
Fund	101 - General Fun	January 31, 2024									
Department	09 - REIB										
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~									
Program	(All)						Amended Budget	YTD Actuals	% of Budget Used		
Sub-program	(All)						\$ 800,000	\$ 7,650	1.0%		
							\$ 1,699,318	\$ 398,433	23.4%		
			REIB Revenues								
			REIB Expenses								
Values											
Org Set	Account Type	Rollup	Account #	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget	
101-09-000	REVENUE	4950 - Donations	4950_130 - Donations Special Events	-	-	-	-	7,650		7,650	
		4890 - Grant Federal - Non Operating	4890_100 - Grant Federal - Non Operating	800,000	-	800,000	-	-	0.0%	(800,000)	
	REVENUE Total			800,000	-	800,000	-	7,650	1.0%	(792,350)	
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, F	828,092	-	828,092	-	209,469	25.3%	(618,623)	
			5000_115 - Salaries and Wages Seasonal/	-	-	-	-	485		485	
			5000_900 - Salaries and Wages Attrition/r	75,000	-	75,000	-	-	0.0%	(75,000)	
		5100 - Overtime	5100 - Overtime	-	-	-	-	1,023		1,023	
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Othe	-	-	-	-	800		800	
			5200_120 - Other Personnel Services Shift	-	-	-	-	142		142	
			5200_130 - Other Personnel Services Allo	-	-	-	-	17,095		17,095	
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	63,349	-	63,349	-	16,402	25.9%	(46,947)	
			5400_115 - Employee Benefits Retirement	67,733	-	67,733	-	39,511	58.3%	(28,222)	
			5400_120 - Employee Benefits Workers Co	23,610	-	23,610	-	13,615	57.7%	(9,995)	
			5400_125 - Employee Benefits Health Insu	78,561	-	78,561	-	45,829	58.3%	(32,732)	
			5400_130 - Employee Benefits Dental Insu	4,039	-	4,039	-	2,359	58.4%	(1,680)	
			5400_135 - Employee Benefits Life Insura	1,634	-	1,634	-	952	58.3%	(682)	
			5400_145 - Employee Benefits Employee i	800	-	800	-	600	75.0%	(200)	
			5400_150 - Employee Benefits Recognitio	5,000	7,000	12,000	-	678	5.6%	(11,322)	
		6000 - Office Supplies	6000 - Office Supplies	10,000	-	10,000	-	1,072	10.7%	(8,928)	
		6005 - Postage	6005 - Postage	500	-	500	-	-	0.0%	(500)	
		6010 - Computer Equipment	6010 - Computer Equipment	20,000	15,000	5,000	-	1,213	24.3%	(3,787)	
		6025 - Furnishings	6025 - Furnishings	7,500	3,000	10,500	-	-	0.0%	(10,500)	
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	-	2,000	2,000	-	-	0.0%	(2,000)	
			6200_105 - Medical Fees And Supplies Me	-	-	-	-	118		118	
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	6,000	2,000	4,000	-	3,772	94.3%	(228)	
		6208 - Special Supplies	6208 - Special Supplies	1,000	-	1,000	-	-	0.0%	(1,000)	
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	4,000	-	4,000	-	1,107	27.7%	(2,893)	
		6400 - Utilities	6400_127 - Utilities Cellular Communicati	7,500	-	7,500	-	1,626	21.7%	(5,874)	
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant S	180,000	-	180,000	-	-	0.0%	(180,000)	
		6700 - Travel & Training	6700_100 - Travel & Training Education	30,000	-	30,000	1,146	1,339	8.3%	(27,515)	
		6800 - Fees for Services	6800_140 - Fees for Services Hospitality E	-	8,000	8,000	-	679	8.5%	(7,321)	
		7303 - Regulatory and Bank Fees	7303 - Regulatory and Bank Fees	-	-	-	-	-		-	
		6015 - Computer Software	6015 - Computer Software	5,000	3,000	2,000	-	1,188	59.4%	(812)	
		6294 - Donations	6294 - Donations	-	-	-	-	-		-	
		7653 - Empowerment Fund	7653 - Empowerment Fund	190,000	-	190,000	-	29,733	15.6%	(160,267)	
		7654 - Racism as a Public Health Emergen	7654 - Racism as a Public Health Emergen	50,000	-	50,000	-	7,800	15.6%	(42,200)	
		7651 - Community Celebrations (formerly	7651 - Community Celebrations (formerly	190,000	-	190,000	65,000	795	34.6%	(124,205)	
	EXPENSE Total			1,699,318	-	1,699,318	66,146	398,433	27.3%	(1,234,739)	

Department Head	(All)	IT - City of Burlington, VT Unaudited Financial Statement									
Budget Manager	(All)										
Fund	101 - General Fun	January 31, 2024									
Department	10 - Information T										
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~									
Program	(All)						Amended Budget	YTD Transactions	% Budget Used		
Sub-program	(All)	IT Expenses					\$ 1,986,566	\$ 1,334,053	67.2%		
Org Set	Account Type	Rollup	Account #	Values Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget	
101-10-000	REVENUE	4065 - Rebates	4065 - Rebates	-	-	-	-	12,223		12,223	
		4565 - Reimbursement For Services	4565 - Reimbursement For Services	-	-	-	-	9,861		9,861	
	REVENUE Total			-	-	-	-	22,084	8DIV/01	22,084	
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Ti	734,983	-	734,983	-	373,345	50.8%	(361,638)	
			5000_900 - Salaries and Wages Attrition/reorg	50,000	-	50,000	-	-	0.0%	(50,000)	
		5100 - Overtime	5100 - Overtime	1,500	-	1,500	-	130	8.7%	(1,370)	
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Co	1,800	-	1,800	-	1,100	61.1%	(700)	
			5200_120 - Other Personnel Services Shift Diffi	-	-	-	-	-		-	
			5200_130 - Other Personnel Services Allowanc	1,500	-	1,500	-	927	61.8%	(573)	
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	56,593	-	56,593	-	26,712	47.2%	(29,881)	
			5400_115 - Employee Benefits Retirement B	60,117	-	60,117	-	35,068	58.3%	(25,049)	
			5400_120 - Employee Benefits Workers Compe	20,955	-	20,955	-	12,082	57.7%	(8,873)	
			5400_125 - Employee Benefits Health Insuranc	165,440	-	165,440	-	96,509	58.3%	(68,931)	
			5400_130 - Employee Benefits Dental Insuranc	7,611	-	7,611	-	4,438	58.3%	(3,173)	
			5400_135 - Employee Benefits Life Insurance	1,307	-	1,307	-	763	58.4%	(544)	
			5400_145 - Employee Benefits Employee Parki	-	-	-	-	-		-	
		6000 - Office Supplies	6000 - Office Supplies	250	-	250	-	-	0.0%	(250)	
		6005 - Postage	6005 - Postage	50	-	50	-	-	0.0%	(50)	
		6010 - Computer Equipment	6010 - Computer Equipment	7,500	-	7,500	345	1,331	22.3%	(5,824)	
		6025 - Furnishings	6025 - Furnishings	750	-	750	-	-	0.0%	(750)	
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	110	-	110	-	-	0.0%	(110)	
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	250	-	250	-	1	0.3%	(249)	
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	2,000	19,680	21,680	-	9,840	45.4%	(11,840)	
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	250	-	250	-	36	14.3%	(214)	
		6400 - Utilities	6400_125 - Utilities Telecommunications	2,000	-	2,000	-	-	0.0%	(2,000)	
			6400_127 - Utilities Cellular Communications	2,500	-	2,500	-	1,012	40.5%	(1,488)	
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Co	120,000	-	120,000	45,822	70,313	96.8%	(3,865)	
		6700 - Travel & Training	6700_105 - Travel & Training Special Training	1,500	-	1,500	-	425	28.3%	(1,075)	
			6700_110 - Travel & Training Travel Expense	500	-	500	-	359	71.8%	(141)	
			6700_100 - Travel & Training Education	1,500	-	1,500	-	1,221	81.4%	(279)	
		6800 - Fees for Services	6800_140 - Fees for Services Hospitality Exper	100	-	100	-	-	0.0%	(100)	
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	-	-	-	-	45		45	
		6015 - Computer Software	6015 - Computer Software	2,500	-	2,500	-	-	0.0%	(2,500)	
		6017 - Computer Licensing and Maint.	6017 - Computer Licensing and Maint.	843,000	19,680	823,320	14,916	698,396	86.6%	(110,008)	
	EXPENSE Total			1,986,566	-	1,986,566	61,083	1,334,053	70.2%	(591,430)	

Department Head	(All)	BWD - City of Burlington, VT Unaudited Financial Statement								
Budget Manager	(All)									
Fund	101 - General Fund	January 31, 2024								
Department	12 - Dpt. of Business									
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~								
Program	(All)					Amended Budget		YTD Transactions	% Budget Used	
Sub-program	(All)		BWD Revenues			\$ 1,339,500		\$ 318,205	23.8%	
			BWD Expenses			\$ 1,693,628		\$ 665,960	39.3%	
Values										
Org Set	Account Type	Rollup	Account #	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
101-12-000	REVENUE	4600 - Fees For Services	4600_120 - Fees For Services Culture & Re	35,000	-	35,000	-	19,974	57.1%	(15,026)
		4875 - Grants	4875_140 - Grants State Operating	-	-	-	-	11,250		11,250
			4875_175 - Grants Miscellaneous	-	-	-	-	-		-
		4950 - Donations	4950_115 - Donations Corporate	-	50,000	50,000	-	50,000	100.0%	-
		4952 - Revenue - Other	4952 - Revenue - Other	-	-	-	-	-		-
		4890 - Grant Federal - Non Operating	4890_107 - Grant Federal - Non Operating	250,000	-	250,000	-	-	0.0%	(250,000)
		4870 - Loan Proceeds	4870 - Loan Proceeds	500	-	500	-	3,650	730.0%	3,150
		4936 - Loan Repayment Proceeds	4936 - Loan Repayment Proceeds	4,000	-	4,000	-	-	0.0%	(4,000)
	REVENUE Total			289,500	50,000	339,500	-	84,874	25.0%	(254,626)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, F	308,070	-	308,070	-	140,666	45.7%	(167,404)
			5000_115 - Salaries and Wages Seasonal/r	13,000	-	13,000	-	1,980	15.2%	(11,020)
			5000_900 - Salaries and Wages Attrition/r	25,000	-	25,000	-	-	0.0%	(25,000)
		5100 - Overtime	5100 - Overtime	5,000	-	5,000	-	1,727	34.5%	(3,273)
		5200 - Other Personnel Services	5200_106 - Other Personnel Services Staff	-	-	-	-	-		-
			5200_115 - Other Personnel Services Othe	-	-	-	-	1,654		1,654
			5200_120 - Other Personnel Services Shift	-	-	-	-	44		44
			5200_130 - Other Personnel Services Allo	-	-	-	-	1,351		1,351
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	24,944	-	24,944	-	10,679	42.8%	(14,265)
			5400_115 - Employee Benefits Retirement	25,198	-	25,198	-	14,699	58.3%	(10,499)
			5400_120 - Employee Benefits Workers Co	17,601	-	17,601	-	10,150	57.7%	(7,451)
			5400_125 - Employee Benefits Health Insu	53,144	-	53,144	-	31,003	58.3%	(22,141)
			5400_130 - Employee Benefits Dental Insu	2,657	-	2,657	-	1,547	58.2%	(1,110)
			5400_135 - Employee Benefits Life Insura	735	-	735	-	427	58.1%	(308)
			5400_145 - Employee Benefits Employee	1,200	-	1,200	-	1,580	131.7%	380
			5400_150 - Employee Benefits Recognitio	1,000	-	1,000	-	183	18.3%	(817)
		6000 - Office Supplies	6000 - Office Supplies	1,500	-	1,500	43	410	30.2%	(1,047)
		6005 - Postage	6005 - Postage	100	450	550	-	569	103.4%	19
		6010 - Computer Equipment	6010 - Computer Equipment	-	25	25	-	24	96.0%	(1)
		6025 - Furnishings	6025 - Furnishings	-	-	-	-	-		-
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	3,000	600	2,400	-	1,105	46.0%	(1,295)
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	2,000	1,200	800	-	136	17.0%	(664)
		6208 - Special Supplies	6208 - Special Supplies	7,000	600	7,600	239	6,964	94.8%	(397)
		6211 - Specialized Equipment	6211 - Specialized Equipment	5,000	475	4,525	-	998	22.1%	(3,527)
		6246 - Outreach	6246 - Outreach	1,000	-	1,000	-	450	45.0%	(550)
		6325 - Items For Resale	6325 - Items For Resale	-	-	-	-	86		86
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	15,000	3,500	18,500	-	2,917	15.8%	(15,583)
		6400 - Utilities	6400_127 - Utilities Cellular Communicati	1,200	-	1,200	-	783	65.3%	(417)
		6500 - Professional and Consultant Svs	6500_103 - Professional and Consultant S	-	46,500	46,500	-	33,124	71.2%	(13,376)
			6500_118 - Professional and Consultant S	24,000	-	24,000	-	3,025	12.6%	(20,975)
			6500_142 - Professional and Consultant S	8,000	-	8,000	-	1,495	18.7%	(6,505)
		6700 - Travel & Training	6700_110 - Travel & Training Travel Exper	4,000	-	4,000	-	241	6.0%	(3,759)
		7200 - Capital Leases	7200_100 - Capital Leases Property	21,000	-	21,000	6,428	12,856	91.8%	(1,716)
		7303 - Regulatory and Bank Fees	7303 - Regulatory and Bank Fees	-	-	-	-	175		175
			7303_100 - Regulatory and Bank Fees Gat	1,000	-	1,000	-	396	39.6%	(604)
		7225 - Provisioning	7225_100 - Provisioning Internet	5,000	1,200	6,200	-	5,238	84.5%	(962)
	EXPENSE Total			526,349	50,000	576,349	6,711	288,680	51.3%	(280,958)
101-12-007	REVENUE	4720 - Use of Fund Balance	4720 - Use of Fund Balance	600,000	-	600,000	-	-	0.0%	(600,000)
		4990 - Interfund Transfer Proceeds	4990 - Interfund Transfer Proceeds	-	-	-	-	-		-

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-12-007	REVENUE	4990 - Interfund Transfer Proceeds	4990_100 - Interfund Transfer Proceeds G	400,000	-	400,000	-	233,331	58.3%	(166,669)
	REVENUE Total			1,000,000	-	1,000,000	-	233,331	23.3%	(766,669)
			5000_115 - Salaries and Wages Seasonal/	-	2,000	2,000	-	1,886	94.3%	(114)
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other	-	-	-	-	150		150
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	12,949	-	12,949	-	6,671	51.5%	(6,278)
			5400_115 - Employee Benefits Retirement	13,845	-	13,845	-	8,076	58.3%	(5,769)
			5400_125 - Employee Benefits Health Insurance	46,582	-	46,582	-	27,174	58.3%	(19,408)
			5400_130 - Employee Benefits Dental Insurance	2,143	-	2,143	-	1,253	58.5%	(890)
			5400_135 - Employee Benefits Life Insurance	294	-	294	-	175	59.5%	(119)
		6000 - Office Supplies	6000 - Office Supplies	500	-	500	-	1	0.3%	(499)
		6005 - Postage	6005 - Postage	100	-	100	-	84	84.1%	(16)
		6025 - Furnishings	6025 - Furnishings	-	-	-	-	-		-
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	600	-	600	-	-	0.0%	(600)
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	-	100	100	-	63	62.8%	(37)
		6400 - Utilities	6400_125 - Utilities Telecommunications	500	-	500	-	297	59.4%	(203)
		6500 - Professional and Consultant Svs	6500_142 - Professional and Consultant Svcs	4,000	2,000	2,000	-	707	35.4%	(1,293)
			6500_148 - Professional and Consultant Svcs	1,000	900	1,900	-	1,245	65.5%	(655)
		6700 - Travel & Training	6700_110 - Travel & Training Travel Expenses	500	800	1,300	-	1,295	99.6%	(5)
		7730 - Scholarships	7730 - Scholarships	300,000	-	300,000	74,012	175,989	83.3%	(50,000)
		7710 - Project Subsidies	7710 - Project Subsidies	65,000	1,500	63,500	22,500	18,500	64.6%	(22,500)
		7225 - Provisioning	7225_100 - Provisioning Internet	-	2,500	2,500	-	1,960	78.4%	(540)
		7712 - Capacity Grants	7712 - Capacity Grants	500,000	2,800	497,200	-	39,988	8.0%	(457,212)
	EXPENSE Total			1,117,279	-	1,117,279	96,512	377,280	42.4%	(643,488)

Department Head	(All)	Fire - City of Burlington, VT Unaudited Financial Statement									
Budget Manager	(All)										
Fund	101 - General Fun	January 31, 2024									
Department	15 - Fire										
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~									
Program	(All)						Amended Budget		YTD Transactions	% Budget Used	
Sub-program	(All)						\$ 3,879,829		\$ 1,762,007	45.4%	
		Fire Revenues									
		Fire Expenses					\$ 15,673,514		\$ 8,684,217	55.4%	
Values											
Org Set	Account Type	Rollup	Account #	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget	
101-15-000	REVENUE	4600 - Fees For Services	4600_105 - Fees For Services Public Safety	530,000	-	530,000	-	317,523	59.9%	(212,477)	
		4720 - Use of Fund Balance	4720_110 - Use of Fund Balance GF Assigned	950,000	-	950,000	-	-	0.0%	(950,000)	
		4950 - Donations	4950 - Donations	-	-	-	-	1,267		1,267	
		4990 - Interfund Transfer Proceeds	4990_200 - Interfund Transfer Proceeds Impact Fees	-	-	-	-	-		-	
			4990_115 - Interfund Transfer Proceeds Reserved/Comm	-	86,082	86,082	-	-	0.0%	(86,082)	
		4890 - Grant Federal - Non Operating	4890_100 - Grant Federal - Non Operating Cares Act Reli	-	-	-	-	-		-	
		4280 - Outside Duty Reimbursement	4280 - Outside Duty Reimbursement	38,000	-	38,000	-	33,023	86.9%	(4,977)	
		4430 - Ambulance Fees	4430 - Ambulance Fees	2,125,000	16,267	2,141,267	-	1,405,672	65.6%	(735,595)	
	REVENUE Total			3,643,000	102,349	3,745,349	-	1,757,485	46.9%	(1,987,864)	
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	1,052,879	-	1,052,879	-	592,034	56.2%	(460,845)	
			5000_105 - Salaries and Wages Limited Service	-	-	-	-	63		63	
			5000_115 - Salaries and Wages Seasonal/Temporary	540	-	540	-	-	0.0%	(540)	
			5000_900 - Salaries and Wages Attrition/reorganization	125,000	-	125,000	-	-	0.0%	(125,000)	
		5100 - Overtime	5100 - Overtime	7,403	71,681	79,084	-	6,377	8.1%	(72,707)	
		5200 - Other Personnel Services	5200_106 - Other Personnel Services Staffing	-	-	-	-	1,924		1,924	
			5200_115 - Other Personnel Services Other Compensation	4,300	-	4,300	-	2,944	68.5%	(1,356)	
			5200_116 - Other Personnel Services Longevity Pay	-	-	-	-	250		250	
			5200_120 - Other Personnel Services Shift Differential	-	-	-	-	2		2	
			5200_130 - Other Personnel Services Allowance Taxable	3,225	-	3,225	-	2,183	67.7%	(1,042)	
			5200_105 - Other Personnel Services Special Duty	40,185	-	40,185	-	31,945	79.5%	(8,240)	
			5200_117 - Other Personnel Services Retention	4,308	-	4,308	-	-	0.0%	(4,308)	
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	15,369	-	15,369	-	9,988	65.0%	(5,381)	
			5400_115 - Employee Benefits Retirement B	4,956	-	4,956	-	2,891	58.3%	(2,065)	
			5400_120 - Employee Benefits Workers Compensation	236,494	-	236,494	-	136,360	57.7%	(100,134)	
			5400_125 - Employee Benefits Health Insurance	1,692,293	-	1,692,293	-	987,168	58.3%	(705,125)	
			5400_130 - Employee Benefits Dental Insurance	82,743	-	82,743	-	48,265	58.3%	(34,478)	
			5400_135 - Employee Benefits Life Insurance	36,581	-	36,581	-	21,530	58.9%	(15,051)	
			5400_150 - Employee Benefits Recognition	-	-	-	-	328		328	
			5400_110 - Employee Benefits Retirement A	3,142,091	-	3,142,091	-	1,832,886	58.3%	(1,309,205)	
			5400_144 - Employee Benefits OPEB-Post Employment B	2,090	-	2,090	-	1,206	57.7%	(884)	
		6000 - Office Supplies	6000 - Office Supplies	2,500	246	2,746	319	1,590	69.5%	(838)	
		6005 - Postage	6005 - Postage	1,300	-	1,300	439	463	69.3%	(399)	
		6010 - Computer Equipment	6010 - Computer Equipment	3,500	-	3,500	-	1,339	38.3%	(2,161)	
		6025 - Furnishings	6025 - Furnishings	7,000	1,597	8,597	189	767	11.1%	(7,641)	
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	7,500	-	7,500	237	3,932	55.6%	(3,331)	
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	2,000	-	2,000	-	678	33.9%	(1,322)	
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	6,185	6,000	12,185	-	5,906	48.5%	(6,279)	
		6206 - Custodian Supplies	6206 - Custodian Supplies	8,000	-	8,000	915	5,969	86.1%	(1,116)	
		6208 - Special Supplies	6208 - Special Supplies	4,315	-	4,315	-	3,445	79.8%	(870)	
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	-	-	-	-	-		-	
		6211 - Specialized Equipment	6211 - Specialized Equipment	1,520	-	1,520	-	792	52.1%	(728)	
		6276 - Field Supplies&Materials	6276 - Field Supplies&Materials	3,225	-	3,225	-	65	2.0%	(3,160)	
		6300 - Repair & Maintenance	6300_100 - Repair & Maintenance Equipment Parts	2,000	-	2,000	-	1,000	50.0%	(1,000)	
			6300_170 - Repair & Maintenance Buildings	52,000	-	52,000	1,010	28,786	57.3%	(22,204)	
			6300_105 - Repair & Maintenance Vehicle Maint Supplie	15,525	3,597	11,928	-	1,413	11.8%	(10,515)	
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	900	-	900	-	-	0.0%	(900)	
		6400 - Utilities	6400_100 - Utilities Electricity	46,000	-	46,000	496	27,504	60.9%	(18,000)	
			6400_105 - Utilities Gas	29,800	-	29,800	-	10,691	35.9%	(19,109)	
			6400_115 - Utilities Water/Wastewater	13,000	-	13,000	-	9,659	74.3%	(3,341)	
			6400_117 - Utilities Stormwater	1,900	-	1,900	-	1,259	66.2%	(641)	
			6400_120 - Utilities Rubbish Removal	8,600	-	8,600	-	6,254	72.7%	(2,346)	

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-15-000	EXPENSE	6400 - Utilities	6400_125 - Utilities Telecommunications	11,500	-	11,500	-	6,537	56.8%	(4,963)
			6400_127 - Utilities Cellular Communications	19,300	774	20,074	2,847	11,965	73.8%	(5,262)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual	18,215	-	18,215	265	6,959	39.7%	(10,991)
			6500_142 - Professional and Consultant Svs Marketing a	800	-	800	-	-	0.0%	(800)
			6500_122 - Professional and Consultant Svs Alarms	35,900	-	35,900	1,925	15,075	47.4%	(18,900)
		6530 - Rentals	6530_125 - Rentals Vehicle	-	-	-	-	-	-	-
		6600 - Maintenance Contracts	6600 - Maintenance Contracts	12,400	-	12,400	-	11,558	93.2%	(842)
		6700 - Travel & Training	6700_105 - Travel & Training Special Training	47,500	-	47,500	53	45,571	96.1%	(1,876)
			6700_110 - Travel & Training Travel Expense	-	-	-	-	957	-	957
			6700_100 - Travel & Training Education	-	-	-	-	150	-	150
		6800 - Fees for Services	6800_140 - Fees for Services Hospitality Expense	1,750	246	1,504	-	384	25.5%	(1,120)
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	3,045	-	3,045	254	1,558	59.5%	(1,233)
		9500 - Capital Outlay	9500_200 - Capital Outlay Impact Fees Exp	-	-	-	-	-	-	-
		6020 - Office Equipment	6020 - Office Equipment	1,000	-	1,000	-	-	0.0%	(1,000)
		6355 - Recruitment	6355 - Recruitment	3,750	-	3,750	332	368	18.7%	(3,050)
		6017 - Computer Licensing and Maint.	6017 - Computer Licensing and Maint.	2,300	675	2,975	-	-	0.0%	(2,975)
		6215 - Uniform Laundering	6215 - Uniform Laundering	500	-	500	-	296	59.2%	(204)
		6605 - Radio Maintenance	6605 - Radio Maintenance	7,500	-	7,500	-	747	10.0%	(6,753)
		6860 - State Health Insurance Tax	6860_100 - State Health Insurance Tax Ambulance Asses	61,000	16,267	77,267	77,267	-	100.0%	(0)
		8000 - Billing Services	8000 - Billing Services	72,200	-	72,200	-	52,057	72.1%	(20,143)
	EXPENSE Total			6,715,887	93,397	6,809,284	86,547	3,939,761	59.1%	(2,782,976)
101-15-040	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	7,241,839	-	7,241,839	-	3,764,996	52.0%	(3,476,843)
		5100 - Overtime	5100 - Overtime	142,763	-	142,763	-	169,735	118.9%	26,972
		5200 - Other Personnel Services	5200_106 - Other Personnel Services Staffing	396,563	-	396,563	-	294,986	74.4%	(101,577)
			5200_115 - Other Personnel Services Other Compensatio	211,640	-	211,640	-	126,825	59.9%	(84,815)
			5200_130 - Other Personnel Services Allowance Taxable	119,670	-	119,670	-	85,627	71.6%	(34,043)
			5200_105 - Other Personnel Services Special Duty	80,596	-	80,596	-	48,075	59.6%	(32,521)
			5200_117 - Other Personnel Services Retention	107,692	-	107,692	-	-	0.0%	(107,692)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	120,361	-	120,361	-	62,853	52.2%	(57,508)
			5400_135 - Employee Benefits Life Insurance	-	-	-	-	3,209	-	3,209
			5400_150 - Employee Benefits Recognition	-	246	246	-	-	0.0%	(246)
			5400_144 - Employee Benefits OPEB-Post Employment B	-	-	-	-	34,254	-	34,254
		6200 - Medical Fees And Supplies	6200_100 - Medical Fees And Supplies General Medical	87,960	8,706	96,666	17,873	60,910	81.5%	(17,883)
			6200_110 - Medical Fees And Supplies Oxygen	5,200	-	5,200	759	4,170	94.8%	(271)
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	650	-	650	-	95	14.6%	(555)
		6208 - Special Supplies	6208 - Special Supplies	-	-	-	-	74	-	74
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	2,900	-	2,900	78	448	18.1%	(2,374)
		6211 - Specialized Equipment	6211_110 - Specialized Equipment Safety Equipment	20,170	-	20,170	-	4,657	23.1%	(15,513)
			6211_100 - Specialized Equipment Fire Hose	10,000	-	10,000	3,836	6,164	100.0%	-
			6211_105 - Specialized Equipment Air Packs	35,500	-	35,500	10,447	1,642	34.1%	(23,411)
			6211_115 - Specialized Equipment Turnout Gear	83,000	-	83,000	3,450	44,060	57.2%	(35,490)
			6211_130 - Specialized Equipment Extinguishers	1,410	-	1,410	-	1,362	96.6%	(48)
		6212 - Fuel	6212_100 - Fuel Unleaded	2,500	-	2,500	-	1,544	61.7%	(956)
		6214 - Clothing And Uniforms	6214_110 - Clothing And Uniforms Regular	45,000	-	45,000	-	20,262	45.0%	(24,738)
		6300 - Repair & Maintenance	6300_100 - Repair & Maintenance Equipment Parts	4,000	-	4,000	53	4,615	116.7%	668
	EXPENSE Total			8,719,414	8,952	8,728,366	36,495	4,740,562	54.7%	(3,951,309)
101-15-044	REVENUE	4875 - Grants	4875_100 - Grants Federal Operating Direct	112,000	-	112,000	-	3,667	3.3%	(108,334)
			4875_115 - Grants Public Safety Operating	22,480	-	22,480	-	855	3.8%	(21,625)
	REVENUE Total			134,480	-	134,480	-	4,522	3.4%	(129,958)
	EXPENSE	5200 - Other Personnel Services	5200_106 - Other Personnel Services Staffing	20,093	-	20,093	-	3,212	16.0%	(16,881)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	291	-	291	-	83	28.6%	(208)
			5400_135 - Employee Benefits Life Insurance	-	-	-	-	-	-	-
		6211 - Specialized Equipment	6211 - Specialized Equipment	10,280	-	10,280	-	-	0.0%	(10,280)
			6211_120 - Specialized Equipment Communications Equ	12,200	-	12,200	-	-	0.0%	(12,200)
		6700 - Travel & Training	6700_105 - Travel & Training Special Training	93,000	-	93,000	-	598	0.6%	(92,402)
	EXPENSE Total			135,864	-	135,864	-	3,894	2.9%	(131,970)

Department Head	(All)	Police - City of Burlington, VT Unaudited Financial Statement								
Budget Manager	(All)									
Fund	101 - General Fun	January 31, 2024								
Department	17 - Police									
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~								
Program	(All)					Amended Budget	YTD Transactions	% Budget Used		
Sub-program	(All)	Police Revenues				\$ 2,545,000	\$ 727,564	28.6%		
		Police Expenses				\$ 18,709,378	\$ 9,714,894	51.9%		
		Values								
Org Set	Account Type	Rollup	Account #	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
101-17-000	REVENUE	4720 - Use of Fund Balance	4720_110 - Use of Fund Balance GF Assigned	1,300,000	-	1,300,000	-	-	0.0%	(1,300,000)
	REVENUE Total			1,300,000	-	1,300,000	-	-	0.0%	(1,300,000)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	1,206,397	-	1,206,397	-	607,143	50.3%	(599,254)
			5000_115 - Salaries and Wages Seasonal/Temporary	-	-	-	-	-		-
			5000_900 - Salaries and Wages Attrition/reorganization	150,000	-	150,000	-	-	0.0%	(150,000)
		5100 - Overtime	5100 - Overtime	20,000	-	20,000	-	32,061	160.3%	12,061
		5200 - Other Personnel Services	5200_110 - Other Personnel Services On-Call	6,300	-	6,300	-	3,526	56.0%	(2,774)
			5200_115 - Other Personnel Services Other Compensation	5,400	-	5,400	-	8,401	155.6%	3,001
			5200_116 - Other Personnel Services Longevity Pay	3,700	-	3,700	-	1,987	53.7%	(1,713)
			5200_120 - Other Personnel Services Shift Differential	1,000	-	1,000	-	516	51.6%	(484)
			5200_130 - Other Personnel Services Allowance Taxable	9,250	-	9,250	-	6,303	68.1%	(2,947)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	91,574	-	91,574	-	48,329	52.8%	(43,245)
		7000 - Bad Debt Expense	7000 - Bad Debt Expense	-	-	-	-	126		126
	EXPENSE Total			1,193,621	-	1,193,621	-	708,140	59.3%	(485,481)
101-17-044	REVENUE	4875 - Grants	4875_115 - Grants Public Safety Operating	-	-	-	-	5,359		5,359
	REVENUE Total			-	-	-	-	5,359	#DIV/0!	5,359
	EXPENSE	5100 - Overtime	5100 - Overtime	-	-	-	-	2,719		2,719
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	-	-	-	-	38		38
			5400_135 - Employee Benefits Life Insurance	-	-	-	-	2		2
		6700 - Travel & Training	6700_105 - Travel & Training Special Training	-	-	-	-	-		-
	EXPENSE Total			-	-	-	-	2,759	#DIV/0!	2,759
101-17-050	REVENUE	4600 - Fees For Services	4600_105 - Fees For Services Public Safety	10,000	-	10,000	-	6,560	65.6%	(3,440)
		4875 - Grants	4875_140 - Grants State Operating	-	-	-	-	-		-
			4875_105 - Grants DEA Reimbursement	-	-	-	-	-		-
			4875_123 - Grants Federal - Operating Equipment	-	-	-	-	5,223		5,223
		4990 - Interfund Transfer Proceeds	4990_120 - Interfund Transfer Proceeds ARPA	-	-	-	-	-		-
		4952 - Revenue - Other	4952 - Revenue - Other	-	-	-	-	-		-
		4280 - Outside Duty Reimbursement	4280 - Outside Duty Reimbursement	80,000	-	80,000	-	44,054	55.1%	(35,946)
		4040 - Motor Vehicle Fines	4040 - Motor Vehicle Fines	20,000	-	20,000	-	24,706	123.5%	4,706
	REVENUE Total			110,000	-	110,000	-	80,543	73.2%	(29,457)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	7,106,911	-	7,106,911	-	3,043,315	42.8%	(4,063,596)
			5000_110 - Salaries and Wages Regular Part Time	75,000	-	75,000	-	49,858	66.5%	(25,142)
			5000_115 - Salaries and Wages Seasonal/Temporary	70,000	-	70,000	-	49,135	70.2%	(20,865)
			5000_900 - Salaries and Wages Attrition/reorganization	1,500,000	-	1,500,000	-	-	0.0%	(1,500,000)
		5100 - Overtime	5100 - Overtime	850,000	-	850,000	-	626,594	73.7%	(223,406)
		5200 - Other Personnel Services	5200_110 - Other Personnel Services On-Call	22,000	-	22,000	-	7,526	34.2%	(14,474)
			5200_115 - Other Personnel Services Other Compensation	305,000	-	305,000	-	211,519	69.4%	(93,481)
			5200_120 - Other Personnel Services Shift Differential	67,000	-	67,000	-	31,113	46.4%	(35,887)
			5200_130 - Other Personnel Services Allowance Taxable	58,600	-	58,600	-	43,670	74.5%	(14,930)
			5200_105 - Other Personnel Services Special Duty	80,000	-	80,000	-	75,052	93.8%	(4,948)
			5200_117 - Other Personnel Services Retention	18,000	-	18,000	-	-	0.0%	(18,000)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	555,188	-	555,188	-	61,798	11.1%	(493,390)
			5400_115 - Employee Benefits Retirement B	301,682	-	301,682	-	175,981	58.3%	(125,701)
			5400_120 - Employee Benefits Workers Compensation	324,284	-	324,284	-	186,977	57.7%	(137,307)

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-17-050	EXPENSE	5400 - Employee Benefits	5400_125 - Employee Benefits Health Insurance	1,319,822	-	1,319,822	-	769,895	58.3%	(549,927)
			5400_130 - Employee Benefits Dental Insurance	70,582	-	70,582	-	41,174	58.3%	(29,408)
			5400_135 - Employee Benefits Life Insurance	31,583	-	31,583	-	19,752	62.5%	(11,831)
			5400_110 - Employee Benefits Retirement A	2,932,738	-	2,932,738	-	1,710,764	58.3%	(1,221,974)
			5400_144 - Employee Benefits OPEB-Post Employment Benefit	49,500	-	49,500	-	16,616	33.6%	(32,884)
		6000 - Office Supplies	6000 - Office Supplies	6,000	-	6,000	322	3,391	61.9%	(2,287)
		6005 - Postage	6005 - Postage	5,000	-	5,000	772	2,038	56.2%	(2,191)
		6010 - Computer Equipment	6010 - Computer Equipment	40,000	-	40,000	432	8,332	21.9%	(31,236)
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	8,600	-	8,600	678	4,453	59.7%	(3,469)
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	5,000	-	5,000	395	3,931	86.5%	(675)
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	3,600	-	3,600	225	2,575	77.8%	(800)
		6208 - Special Supplies	6208 - Special Supplies	38,000	6,000	44,000	8,407	35,036	98.7%	(556)
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	1,500	-	1,500	35	946	65.4%	(519)
		6211 - Specialized Equipment	6211 - Specialized Equipment	92,000	-	92,000	6,519	30,231	39.9%	(55,251)
		6212 - Fuel	6212_100 - Fuel Unleaded	900	-	900	10	517	58.6%	(373)
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	26,500	-	26,500	1,183	22,486	89.3%	(2,831)
		6276 - Field Supplies&Materials	6276 - Field Supplies&Materials	28,000	-	28,000	-	9,335	33.3%	(18,665)
		6300 - Repair & Maintenance	6300_100 - Repair & Maintenance Equipment Parts	4,000	-	4,000	-	385	9.6%	(3,615)
			6300_170 - Repair & Maintenance Buildings	10,000	-	10,000	-	5,074	50.7%	(4,926)
			6300_105 - Repair & Maintenance Vehicle Maint Supplies	12,000	-	12,000	2,909	1,916	40.2%	(7,175)
		6400 - Utilities	6400_100 - Utilities Electricity	50,000	-	50,000	16,657	31,583	96.5%	(1,760)
			6400_105 - Utilities Gas	13,000	-	13,000	-	4,532	34.9%	(8,468)
			6400_115 - Utilities Water/Wastewater	5,500	-	5,500	-	3,664	66.6%	(1,836)
			6400_117 - Utilities Stormwater	2,000	-	2,000	-	1,126	56.3%	(874)
			6400_125 - Utilities Telecommunications	56,000	-	56,000	22,769	29,624	93.6%	(3,607)
			6400_127 - Utilities Cellular Communications	47,500	2,000	45,500	18,983	23,380	93.1%	(3,137)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Service	170,000	-	170,000	10,223	89,068	58.4%	(70,709)
			6500_142 - Professional and Consultant Svs Marketing and Pro	2,000	-	2,000	-	-	0.0%	(2,000)
			6500_148 - Professional and Consultant Svs Interpreter Service	6,000	-	6,000	2,662	2,338	83.3%	(1,000)
			6500_119 - Professional and Consultant Svs Health and Wellne	20,000	2,000	22,000	10,500	11,500	100.0%	-
			6500_120 - Professional and Consultant Svs Information Techn	35,000	-	35,000	10,683	13,947	70.4%	(10,370)
			6500_154 - Professional and Consultant Svs Laboratory Analys	-	-	-	-	-	-	-
		6530 - Rentals	6530_115 - Rentals Equipment	1,900	-	1,900	916	916	96.4%	(67)
		6600 - Maintenance Contracts	6600 - Maintenance Contracts	30,200	1,000	29,200	1,204	25,327	90.9%	(2,669)
		6700 - Travel & Training	6700_105 - Travel & Training Special Training	110,500	-	110,500	-	79,428	71.9%	(31,072)
		6800 - Fees for Services	6800_140 - Fees for Services Hospitality Expense	3,000	-	3,000	-	1,745	58.2%	(1,255)
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	11,000	-	11,000	845	4,743	50.8%	(5,412)
		6020 - Office Equipment	6020 - Office Equipment	9,000	1,000	8,000	-	1,746	21.8%	(6,254)
		7000 - Bad Debt Expense	7000 - Bad Debt Expense	-	-	-	-	93	-	93
		6015 - Computer Software	6015 - Computer Software	15,000	-	15,000	2,916	7,938	72.4%	(4,146)
		6355 - Recruitment	6355 - Recruitment	35,000	-	35,000	8,275	23,747	91.5%	(2,978)
		6017 - Computer Licensing and Maint.	6017 - Computer Licensing and Maint.	120,000	-	120,000	29,719	75,099	87.3%	(15,182)
		6215 - Uniform Laundering	6215 - Uniform Laundering	14,000	1,000	13,000	4,772	4,228	69.2%	(4,000)
		6605 - Radio Maintenance	6605 - Radio Maintenance	2,600	-	2,600	-	217	8.4%	(2,383)
		6248 - Community Support	6248 - Community Support	-	1,000	1,000	-	-	0.0%	(1,000)
		6292 - Other Charges	6292 - Other Charges	37,000	6,710	30,290	13,950	14,550	94.1%	(1,790)
		7005 - Refunds	7005 - Refunds	-	2,710	2,710	-	2,767	102.1%	57
		8005 - Vehicle/Equipment Repairs	8005 - Vehicle/Equipment Repairs	2,000	-	2,000	500	-	25.0%	(1,500)
	EXPENSE Total			13,817,190	-	13,817,190	177,461	7,704,688	57.0%	(5,935,040)
101-17-051	REVENUE	4600 - Fees For Services	4600_135 - Fees For Services Airport	1,100,000	-	1,100,000	-	641,662	58.3%	(458,338)
	REVENUE Total			1,100,000	-	1,100,000	-	641,662	58.3%	(458,338)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	578,592	-	578,592	-	329,512	57.0%	(249,080)
		5100 - Overtime	5100 - Overtime	-	-	-	-	81,984	-	81,984
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	39,800	-	39,800	-	26,126	65.6%	(13,674)
			5200_120 - Other Personnel Services Shift Differential	10,000	-	10,000	-	4,027	40.3%	(5,973)
			5200_130 - Other Personnel Services Allowance Taxable	4,000	-	4,000	-	3,631	90.8%	(369)
			5200_117 - Other Personnel Services Retention	7,200	-	7,200	-	-	0.0%	(7,200)

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-17-051	EXPENSE	5400 - Employee Benefits	5400_100 - Employee Benefits FICA	52,754	-	52,754	-	6,148	11.7%	(46,606)
			5400_135 - Employee Benefits Life Insurance	-	-	-	-	360		360
			5400_144 - Employee Benefits OPEB-Post Employment Benefit	5,800	-	5,800	-	3,375	58.2%	(2,425)
	EXPENSE Total			698,146	-	698,146	-	455,162	65.2%	(242,984)
101-17-052	REVENUE	4600 - Fees For Services	4600_105 - Fees For Services Public Safety	35,000	-	35,000	-	27,977	79.9%	(7,023)
	REVENUE Total			35,000	-	35,000	-	27,977	79.9%	(7,023)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	1,133,490	-	1,133,490	-	436,884	38.5%	(696,606)
			5000_115 - Salaries and Wages Seasonal/Temporary	23,000	-	23,000	-	5,699	24.8%	(17,301)
			5000_900 - Salaries and Wages Attrition/reorganization	400,000	-	400,000	-	-	0.0%	(400,000)
		5100 - Overtime	5100 - Overtime	300,000	-	300,000	-	341,532	113.8%	41,532
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	76,500	-	76,500	-	51,373	67.2%	(25,127)
			5200_116 - Other Personnel Services Longevity Pay	800	-	800	-	283	35.4%	(517)
			5200_120 - Other Personnel Services Shift Differential	31,000	-	31,000	-	12,570	40.5%	(18,430)
			5200_130 - Other Personnel Services Allowance Taxable	7,950	-	7,950	-	4,669	58.7%	(3,281)
			5200_117 - Other Personnel Services Retention	20,000	-	20,000	-	3,449	17.2%	(16,551)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	118,019	-	118,019	-	57,552	48.8%	(60,467)
			5400_135 - Employee Benefits Life Insurance	-	-	-	-	9		9
	EXPENSE Total			1,310,759	-	1,310,759	-	914,020	69.7%	(396,739)
101-17-054	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	1,348,449	-	1,348,449	-	468,121	34.7%	(880,328)
			5000_900 - Salaries and Wages Attrition/reorganization	350,000	-	350,000	-	-	0.0%	(350,000)
		5100 - Overtime	5100 - Overtime	100,000	-	100,000	-	66,555	66.6%	(33,445)
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	102,300	-	102,300	-	7,924	7.7%	(94,376)
			5200_120 - Other Personnel Services Shift Differential	15,000	-	15,000	-	6,815	45.4%	(8,185)
			5200_130 - Other Personnel Services Allowance Taxable	11,225	-	11,225	-	5,433	48.4%	(5,792)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	97,688	-	97,688	-	39,297	40.2%	(58,391)
		7650 - Regional Programs	7650_370 - Regional Programs Expanded Mental Health	365,000	-	365,000	-	5,620	1.5%	(359,380)
	EXPENSE Total			1,689,662	-	1,689,662	-	599,764	35.5%	(1,089,898)

Department Head	(All)	DPW - City of Burlington, VT Unaudited Financial Statement								
Budget Manager	(All)									
Fund	101 - General Fun	January 31, 2024								
Department	19 - Public Works									
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~								
Program	(All)						Amended Budget	YTD Transactions	% Budget Used	
Sub-program	(All)	DPW Revenues					\$ 6,226,680	\$ 2,791,464	44.8%	
		DPW Expenses					\$ 9,534,538	\$ 4,501,573	47.2%	
Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-19-000	REVENUE	4275 - Rent & Lease	4275 - Rent & Lease	-	-	-	-	-		-
		4535 - Misc Rev	4535 - Misc Rev	-	-	-	-	698		698
		4600 - Fees For Services	4600_112 - Fees For Services Capital Proje	-	-	-	-	-		-
			4600_113 - Fees For Services Interfund	210,000	-	210,000	-	106,680	50.8%	(103,320)
	REVENUE Total			210,000	-	210,000	-	107,378	51.1%	(102,622)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Fi	462,212	-	462,212	-	256,966	55.6%	(205,246)
			5000_900 - Salaries and Wages Attrition/r	390,000	-	390,000	-	-	0.0%	(390,000)
		5100 - Overtime	5100 - Overtime	9,000	-	9,000	-	5,243	58.3%	(3,757)
		5200 - Other Personnel Services	5200_110 - Other Personnel Services On-C	-	-	-	-	-		-
			5200_115 - Other Personnel Services Othe	-	-	-	-	2,261		2,261
			5200_116 - Other Personnel Services Long	2,210	-	2,210	-	1,155	52.2%	(1,055)
			5200_130 - Other Personnel Services Allo	-	-	-	-	1,485		1,485
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	36,217	-	36,217	-	19,442	53.7%	(16,775)
			5400_115 - Employee Benefits Retirement	319,091	-	319,091	-	186,136	58.3%	(132,955)
			5400_120 - Employee Benefits Workers Co	104,179	-	104,179	-	60,067	57.7%	(44,112)
			5400_125 - Employee Benefits Health Insu	771,237	-	771,237	-	449,890	58.3%	(321,347)
			5400_130 - Employee Benefits Dental Insu	41,263	-	41,263	-	24,073	58.3%	(17,190)
			5400_135 - Employee Benefits Life Insura	9,093	-	9,093	-	5,306	58.4%	(3,787)
			5400_145 - Employee Benefits Employee I	600	-	600	-	-	0.0%	(600)
			5400_150 - Employee Benefits Recognition	4,000	-	4,000	834	3,113	98.7%	(53)
		6000 - Office Supplies	6000 - Office Supplies	5,500	-	5,500	2,754	3,092	106.3%	346
		6005 - Postage	6005 - Postage	5,000	-	5,000	-	3,620	72.4%	(1,380)
		6025 - Furnishings	6025 - Furnishings	2,000	-	2,000	-	-	0.0%	(2,000)
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	300	-	300	-	-	0.0%	(300)
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	3,000	-	3,000	-	198	6.6%	(2,802)
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	2,800	-	2,800	-	1,854	66.2%	(947)
		6211 - Specialized Equipment	6211_110 - Specialized Equipment Safety	2,000	-	2,000	-	40	2.0%	(1,960)
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	1,500	-	1,500	-	-	0.0%	(1,500)
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	500	-	500	-	-	0.0%	(500)
		6400 - Utilities	6400_125 - Utilities Telecommunications	9,000	-	9,000	-	5,151	57.2%	(3,849)
			6400_127 - Utilities Cellular Communicati	2,750	-	2,750	-	679	24.7%	(2,071)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant S	23,000	-	23,000	-	5,420	23.6%	(17,580)
			6500_142 - Professional and Consultant S	3,000	-	3,000	-	-	0.0%	(3,000)
		6700 - Travel & Training	6700_105 - Travel & Training Special Train	2,000	-	2,000	142	182	16.2%	(1,676)
			6700_110 - Travel & Training Travel Exper	1,250	-	1,250	-	-	0.0%	(1,250)
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	3,900	-	3,900	715	2,296	77.2%	(889)
		6020 - Office Equipment	6020 - Office Equipment	1,000	-	1,000	491	73	56.4%	(436)
		7000 - Bad Debt Expense	7000 - Bad Debt Expense	-	-	-	-	-		-
	EXPENSE Total			1,437,602	-	1,437,602	4,935	1,037,663	72.5%	(395,004)
101-19-053	REVENUE	4050 - Parking Fines	4050 - Parking Fines	1,200,000	-	1,200,000	-	720,400	60.0%	(479,600)
		4265 - Towing Fees	4265 - Towing Fees	100,000	-	100,000	-	29,818	29.8%	(70,183)
		4320 - Parking Permits / Leases	4320 - Parking Permits / Leases	40,000	-	40,000	-	18,975	47.4%	(21,025)
	REVENUE Total			1,340,000	-	1,340,000	-	769,193	57.4%	(570,808)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Fi	219,817	-	219,817	-	152,068	69.2%	(67,749)
			5000_110 - Salaries and Wages Regular Pa	27,434	-	27,434	-	3,534	12.9%	(23,900)
		5100 - Overtime	5100 - Overtime	10,000	-	10,000	-	2,591	25.9%	(7,409)

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-19-053	EXPENSE	5200 - Other Personnel Services	5200_106 - Other Personnel Services Staff	-	-	-	-	35		35
			5200_110 - Other Personnel Services On-C	20,000	-	20,000	-	305	1.5%	(19,696)
			5200_115 - Other Personnel Services Othe	2,000	-	2,000	-	1,530	76.5%	(470)
			5200_116 - Other Personnel Services Long	2,000	-	2,000	-	1,018	50.9%	(982)
			5200_120 - Other Personnel Services Shift	3,000	-	3,000	-	1,693	56.4%	(1,307)
			5200_130 - Other Personnel Services Allo	3,000	-	3,000	-	1,892	63.1%	(1,108)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	21,133	-	21,133	-	12,090	57.2%	(9,043)
			5400_150 - Employee Benefits Recognitio	-	152	152	28	123	99.2%	(1)
		6000 - Office Supplies	6000 - Office Supplies	5,000	-	5,000	2,546	2,040	91.7%	(414)
		6005 - Postage	6005 - Postage	15,000	10,000	25,000	-	15,000	60.0%	(10,000)
		6010 - Computer Equipment	6010 - Computer Equipment	2,000	-	2,000	-	-	0.0%	(2,000)
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	16,000	9,175	25,175	4,945	18,129	91.7%	(2,101)
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	1,000	-	1,000	375	125	50.0%	(500)
		6211 - Specialized Equipment	6211 - Specialized Equipment	50,000	15,000	35,000	1,688	28,862	87.3%	(4,450)
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	2,000	2,000	-	-	-		-
		6400 - Utilities	6400_125 - Utilities Telecommunications	5,000	-	5,000	-	5,783	115.7%	783
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant S	100,000	28	99,972	24,600	35,400	60.0%	(39,972)
		6700 - Travel & Training	6700_100 - Travel & Training Education	6,000	-	6,000	-	7,049	117.5%	1,049
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	4,000	-	4,000	658	1,166	45.6%	(2,176)
		7303 - Regulatory and Bank Fees	7303 - Regulatory and Bank Fees	5,000	31,000	36,000	-	18,817	52.3%	(17,183)
		6020 - Office Equipment	6020 - Office Equipment	1,000	-	1,000	-	-	0.0%	(1,000)
		7000 - Bad Debt Expense	7000 - Bad Debt Expense	1,000	-	1,000	-	-	0.0%	(1,000)
		6294 - Donations	6294 - Donations	100,000	33,299	66,701	-	-	0.0%	(66,701)
		6605 - Radio Maintenance	6605 - Radio Maintenance	1,000	-	1,000	110	-	11.0%	(890)
	EXPENSE Total			622,384	-	622,384	34,949	309,250	55.3%	(278,185)
101-19-150	REVENUE	4600 - Fees For Services	4600_112 - Fees For Services Capital Proje	263,835	-	263,835	-	-	0.0%	(263,835)
			4600_113 - Fees For Services Interfund	622,437	-	622,437	-	-	0.0%	(622,437)
		4825 - Interdepartmental	4825_115 - Interdepartmental Engineering	258,385	-	258,385	-	-	0.0%	(258,385)
	REVENUE Total			1,144,657	-	1,144,657	-	-	0.0%	(1,144,657)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, F	1,034,590	-	1,034,590	-	496,601	48.0%	(537,989)
			5000_115 - Salaries and Wages Seasonal/F	155,360	-	155,360	-	27,431	17.7%	(127,929)
		5100 - Overtime	5100 - Overtime	13,051	-	13,051	-	754	5.8%	(12,296)
		5200 - Other Personnel Services	5200_110 - Other Personnel Services On-C	-	-	-	-	-		-
			5200_115 - Other Personnel Services Othe	2,300	-	2,300	-	1,500	65.2%	(800)
			5200_116 - Other Personnel Services Long	750	-	750	-	106	14.1%	(644)
			5200_120 - Other Personnel Services Shift	-	-	-	-	-		-
			5200_130 - Other Personnel Services Allo	4,250	-	4,250	-	2,523	59.4%	(1,727)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	92,588	-	92,588	-	38,732	41.8%	(53,856)
			5400_150 - Employee Benefits Recognitio	750	-	750	400	384	104.5%	34
		6010 - Computer Equipment	6010 - Computer Equipment	1,950	-	1,950	700	225	47.4%	(1,025)
		6025 - Furnishings	6025 - Furnishings	700	-	700	-	-	0.0%	(700)
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	350	-	350	-	-	0.0%	(350)
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	2,000	-	2,000	-	5	0.2%	(1,995)
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	13,000	-	13,000	2,750	1,334	31.4%	(8,916)
		6208 - Special Supplies	6208 - Special Supplies	500	-	500	-	-	0.0%	(500)
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	500	-	500	-	-	0.0%	(500)
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	400	-	400	-	-	0.0%	(400)
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	1,000	-	1,000	-	590	59.0%	(410)
		6400 - Utilities	6400_125 - Utilities Telecommunications	1,000	-	1,000	-	164	16.4%	(836)
			6400_127 - Utilities Cellular Communicati	8,000	-	8,000	-	3,443	43.0%	(4,557)
		6600 - Maintenance Contracts	6600 - Maintenance Contracts	-	-	-	-	-		-
		6700 - Travel & Training	6700_105 - Travel & Training Special Train	13,000	-	13,000	3,600	-	27.7%	(9,400)
			6700_110 - Travel & Training Travel Exper	5,000	-	5,000	-	-	0.0%	(5,000)
			6700_115 - Travel & Training Mileage	2,500	-	2,500	549	451	40.0%	(1,500)
			6700_100 - Travel & Training Education	-	-	-	-	520		520
		6800 - Fees for Services	6800_140 - Fees for Services Hospitality E	1,500	-	1,500	-	-	0.0%	(1,500)

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-19-150	EXPENSE	7200 - Capital Leases	7200_115 - Capital Leases Equipment	1,000	-	1,000	235	724	95.9%	(41)
		6020 - Office Equipment	6020 - Office Equipment	750	-	750	-	-	0.0%	(750)
		6204 - Books	6204 - Books	800	-	800	-	-	0.0%	(800)
		6015 - Computer Software	6015 - Computer Software	2,400	-	2,400	-	-	0.0%	(2,400)
		EXPENSE Total		1,359,989	-	1,359,989	8,234	575,487	42.9%	(776,267)
101-19-151	REVENUE	4535 - Misc Rev	4535 - Misc Rev	-	-	-	-	273		273
		4600 - Fees For Services	4600_110 - Fees For Services Public Works	162,000	-	162,000	-	147,243	90.9%	(14,757)
		4825 - Interdepartmental	4825_100 - Interdepartmental Equipment	230,000	-	230,000	-	86,014	37.4%	(143,986)
			4825_105 - Interdepartmental Equipment	82,000	-	82,000	-	39,231	47.8%	(42,769)
		4560 - Fuel Reimb Outside City	4560 - Fuel Reimb Outside City	205,000	-	205,000	-	103,420	50.4%	(101,580)
	REVENUE Total			679,000	-	679,000	-	376,181	55.4%	(302,820)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, FICA	707,469	-	707,469	-	389,618	55.1%	(317,851)
		5100 - Overtime	5100 - Overtime	28,000	-	28,000	-	18,692	66.8%	(9,308)
		5200 - Other Personnel Services	5200_110 - Other Personnel Services On-Campus	21,374	-	21,374	-	11,928	55.8%	(9,446)
			5200_115 - Other Personnel Services Other	22,000	-	22,000	-	10,650	48.4%	(11,350)
			5200_116 - Other Personnel Services Long Term	2,060	-	2,060	-	1,034	50.2%	(1,026)
			5200_120 - Other Personnel Services Shift	1,500	-	1,500	-	9	0.6%	(1,491)
			5200_130 - Other Personnel Services Allowance	4,000	-	4,000	-	3,762	94.1%	(238)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	60,160	-	60,160	-	31,505	52.4%	(28,655)
		6000 - Office Supplies	6000 - Office Supplies	350	-	350	47	118	47.0%	(186)
		6010 - Computer Equipment	6010 - Computer Equipment	150	-	150	-	233	155.4%	83
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	750	-	750	-	277	36.9%	(473)
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	150	-	150	-	7	4.9%	(143)
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	7,500	-	7,500	1,543	5,124	88.9%	(833)
		6208 - Special Supplies	6208 - Special Supplies	16,000	-	16,000	1,270	12,669	87.1%	(2,061)
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	35,000	-	35,000	6,368	14,582	59.9%	(14,050)
		6212 - Fuel	6212_100 - Fuel Unleaded	363,334	-	363,334	228,939	132,029	99.3%	(2,365)
			6212_110 - Fuel Diesel	374,883	-	374,883	239,824	132,693	99.4%	(2,365)
			6212_115 - Fuel Propane	300	-	300	-	-	0.0%	(300)
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	5,600	-	5,600	2,321	3,279	100.0%	-
		6300 - Repair & Maintenance	6300_100 - Repair & Maintenance Equipment	451,900	21,500	430,400	15,966	259,441	64.0%	(154,993)
			6300_120 - Repair & Maintenance Tires	50,000	20,000	70,000	-	57,038	81.5%	(12,962)
		6400 - Utilities	6400_100 - Utilities Electricity	39,000	-	39,000	-	26,865	68.9%	(12,135)
			6400_105 - Utilities Gas	42,000	12,000	30,000	-	14,569	48.6%	(15,431)
			6400_125 - Utilities Telecommunications	3,000	-	3,000	111	710	27.4%	(2,179)
			6400_127 - Utilities Cellular Communications	750	1,500	2,250	777	1,023	80.0%	(450)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Services	5,900	12,000	17,900	2,178	3,796	33.4%	(11,926)
		6700 - Travel & Training	6700_110 - Travel & Training Travel Expense	-	1,500	1,500	-	1,899	126.6%	399
			6700_100 - Travel & Training Education	7,000	1,500	5,500	565	3,185	68.2%	(1,750)
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	180	-	180	15	107	68.0%	(58)
		7900 - Interfund Transfer	7900_116 - Interfund Transfer Fleet	400,000	-	400,000	-	-	0.0%	(400,000)
		6007 - Shipping and Moving	6007 - Shipping and Moving	-	-	-	147	53		200
		6216 - Oil & Grease & Antifreeze	6216 - Oil & Grease & Antifreeze	25,000	-	25,000	-	27,637	110.5%	2,637
		6620 - Contractual Vehicle Repair	6620 - Contractual Vehicle Repair	75,000	-	75,000	-	56,519	75.4%	(18,481)
	EXPENSE Total			2,750,310	-	2,750,310	500,072	1,221,054	62.6%	(1,029,184)
101-19-152-481	REVENUE	4535 - Misc Rev	4535 - Misc Rev	-	-	-	-	1		1
		4600 - Fees For Services	4600_110 - Fees For Services Public Works	981,000	-	981,000	-	406,346	41.4%	(574,654)
		4825 - Interdepartmental	4825_130 - Interdepartmental Material, Labor	552,000	-	552,000	-	354,987	64.3%	(197,013)
		4875 - Grants	4875_150 - Grants State Aid	290,326	-	290,326	-	321,385	110.7%	31,058
		4247 - Fees and Permits	4247 - Fees and Permits	3,500	-	3,500	-	3,054	87.3%	(446)
	REVENUE Total			1,826,826	-	1,826,826	-	1,085,773	59.4%	(741,053)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, FICA	1,232,064	-	1,232,064	-	597,874	48.5%	(634,190)

Org Set	Account Type	Rollup	Account #	Values		Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget							
101-19-152-481	EXPENSE	5000 - Salaries and Wages	5000_115 - Salaries and Wages Seasonal/	107,205	-	-	107,205	-	20,887	19.5%	(86,318)
		5100 - Overtime	5100 - Overtime	225,000	-	-	225,000	-	145,831	64.8%	(79,169)
		5200 - Other Personnel Services	5200_110 - Other Personnel Services On-C	52,000	-	-	52,000	-	20,324	39.1%	(31,676)
			5200_115 - Other Personnel Services Othe	35,000	-	-	35,000	-	13,615	38.9%	(21,385)
			5200_116 - Other Personnel Services Long	4,302	-	-	4,302	-	3,285	76.4%	(1,017)
			5200_120 - Other Personnel Services Shift	1,500	-	-	1,500	-	453	30.2%	(1,047)
			5200_130 - Other Personnel Services Allo	11,000	-	-	11,000	-	33,211	301.9%	22,211
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	127,607	-	-	127,607	-	62,058	48.6%	(65,549)
			5400_150 - Employee Benefits Recognitio	-	-	-	-	221	379		600
		6000 - Office Supplies	6000 - Office Supplies	500	-	-	500	-	-	0.0%	(500)
		6010 - Computer Equipment	6010 - Computer Equipment	-	-	-	-	-	-		-
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	1,250	-	-	1,250	-	985	78.8%	(265)
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	250	-	-	250	-	-	0.0%	(250)
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	50	-	-	50	-	124	248.0%	74
		6208 - Special Supplies	6208 - Special Supplies	22,000	-	-	22,000	4,822	10,556	69.9%	(6,623)
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	9,000	-	-	9,000	3,807	4,693	94.4%	(500)
		6212 - Fuel	6212_115 - Fuel Propane	250	-	-	250	-	-	0.0%	(250)
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	6,500	-	-	6,500	405	396	12.3%	(5,700)
		6276 - Field Supplies&Materials	6276 - Field Supplies&Materials	3,100	-	-	3,100	939	561	48.4%	(1,600)
		6300 - Repair & Maintenance	6300_100 - Repair & Maintenance Equipm	1,000	-	-	1,000	-	-	0.0%	(1,000)
			6300_125 - Repair & Maintenance Gravel	50,000	-	-	50,000	3,099	35,428	77.1%	(11,473)
			6300_140 - Repair & Maintenance Salt	285,000	-	-	285,000	-	90,473	31.7%	(194,527)
			6300_145 - Repair & Maintenance Concre	89,048	-	-	89,048	9,848	52,888	70.5%	(26,312)
			6300_175 - Repair & Maintenance Landsc	7,000	-	-	7,000	2,285	2,215	64.3%	(2,500)
			6300_180 - Repair & Maintenance Asphal	75,000	-	-	75,000	6,311	34,189	54.0%	(34,500)
			6300_182 - Repair & Maintenance Draina	60,000	-	-	60,000	3,573	14,427	30.0%	(42,000)
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	1,500	-	-	1,500	45	1,405	96.7%	(50)
		6400 - Utilities	6400_120 - Utilities Rubbish Removal	8,000	-	-	8,000	175	5,925	76.3%	(1,900)
			6400_125 - Utilities Telecommunications	2,750	-	-	2,750	417	2,060	90.1%	(274)
			6400_127 - Utilities Cellular Communicati	10,000	-	-	10,000	-	4,528	45.3%	(5,472)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant S	15,000	-	-	15,000	-	-	0.0%	(15,000)
		6530 - Rentals	6530_115 - Rentals Equipment	28,000	-	-	28,000	58	943	3.6%	(27,000)
		6700 - Travel & Training	6700_110 - Travel & Training Travel Exper	700	-	-	700	-	-	0.0%	(700)
			6700_100 - Travel & Training Education	3,000	-	-	3,000	-	-	0.0%	(3,000)
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	-	-	-	-	-	18		18
	EXPENSE Total			2,474,576	-	-	2,474,576	36,003	1,159,730	48.3%	(1,278,843)
101-19-153	REVENUE	4720 - Use of Fund Balance	4720 - Use of Fund Balance	179,365	-	-	179,365	-	-	0.0%	(179,365)
		4350 - Recycling Fees	4350 - Recycling Fees	821,832	-	-	821,832	-	435,695	53.0%	(386,137)
		4515 - Recycling Containers	4515 - Recycling Containers	25,000	-	-	25,000	-	17,245	69.0%	(7,755)
	REVENUE Total			1,026,197	-	-	1,026,197	-	452,940	44.1%	(573,257)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, F	217,595	-	-	217,595	-	68,869	31.7%	(148,726)
		5100 - Overtime	5100 - Overtime	20,000	-	-	20,000	-	6,817	34.1%	(13,183)
		5200 - Other Personnel Services	5200_110 - Other Personnel Services On-C	5,000	-	-	5,000	-	798	16.0%	(4,202)
			5200_115 - Other Personnel Services Othe	10,000	-	-	10,000	-	5,919	59.2%	(4,081)
			5200_120 - Other Personnel Services Shift	100	-	-	100	-	5	5.0%	(95)
			5200_125 - Other Personnel Services Taxa	1,500	-	-	1,500	-	-	0.0%	(1,500)
			5200_130 - Other Personnel Services Allo	3,000	-	-	3,000	-	1,600	53.3%	(1,400)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	19,675	-	-	19,675	-	6,091	31.0%	(13,584)
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	500	-	-	500	-	231	46.2%	(269)
		6208 - Special Supplies	6208 - Special Supplies	176,000	-	-	176,000	-	-	0.0%	(176,000)
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	500	-	-	500	-	-	0.0%	(500)
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	750	-	-	750	-	-	0.0%	(750)
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	3,000	-	-	3,000	-	270	9.0%	(2,730)
		6400 - Utilities	6400_127 - Utilities Cellular Communicati	400	-	-	400	-	-	0.0%	(400)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant S	272,000	-	-	272,000	-	107,789	39.6%	(164,211)

Org Set	Account Type	Rollup	Account #	Values			YTD		% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget	Encumbrances	Transactions		
101-19-153	EXPENSE	9500 - Capital Outlay	9500_110 - Capital Outlay Capital Expendi	159,657	-	159,657	-	-	0.0%	(159,657)
	EXPENSE Total			889,677	-	889,677	-	198,390	22.3%	(691,287)

Department Head	(All)	P&I - City of Burlington, VT Unaudited Financial Statement									
Budget Manager	(All)	January 31, 2024									
Fund	101 - General Fund										
Department	20 - Permitting and Inspections										
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~									
Program	(All)		P&I Revenues			Amended Budget		YTD Transactions	% Budget Used		
Sub-program	(All)		P&I Expenses			\$ 3,771,540		\$ 921,428	24.4%		
						\$ 2,273,596		\$ 1,248,739	54.9%		
Values											
Org Set	Account Type	Rollup	Account #	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget	
101-20-000	REVENUE	4535 - Misc Rev	4535 - Misc Rev	11,000	-	11,000	-	9,505	86.4%	(1,495)	
			4535_100 - Misc Rev Zoning Compliance Request	20,000	-	20,000	-	7,980	39.9%	(12,020)	
		4875 - Grants	4875_140 - Grants State Operating	-	-	-	-	750		750	
		4950 - Donations	4950_123 - Donations General	4,000	-	4,000	-	2,500	62.5%	(1,500)	
		4247 - Fees and Permits	4247 - Fees and Permits	18,000	-	18,000	-	5,650	31.4%	(12,350)	
		4035 - Late Filing Penalty	4035 - Late Filing Penalty	5,000	-	5,000	-	1,645	32.9%	(3,355)	
		4210 - Rental Prop Transfer Fee	4210 - Rental Prop Transfer Fee	3,500	-	3,500	-	1,350	38.6%	(2,150)	
		4215 - Reinspection Fees	4215 - Reinspection Fees	21,000	-	21,000	-	7,585	36.1%	(13,415)	
		4220 - Rental Registration Fees	4220 - Rental Registration Fees	1,145,540	-	1,145,540	-	78,195	6.8%	(1,067,346)	
		4252 - Stipulation Fee	4252 - Stipulation Fee	20,000	-	20,000	-	1,000	5.0%	(19,000)	
		4255 - Certificates Of Occupancy	4255_001 - Certificates Of Occupancy Certificate of Compliance	45,000	-	45,000	-	6,480	14.4%	(38,520)	
			4255_002 - Certificates Of Occupancy Temp Certificate	3,500	-	3,500	-	1,050	30.0%	(2,450)	
			4255_003 - Certificates Of Occupancy After the Fact	17,000	-	17,000	-	6,911	40.7%	(10,089)	
	REVENUE Total			1,313,540	-	1,313,540	-	129,101	9.8%	(1,184,439)	
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	659,836	-	659,836	-	364,391	55.2%	(295,445)	
			5000_900 - Salaries and Wages Attrition/reorganization	75,000	-	75,000	-	-	0.0%	(75,000)	
		5100 - Overtime	5100 - Overtime	500	-	500	-	183	36.6%	(317)	
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	6,000	-	6,000	-	1,050	17.5%	(4,950)	
			5200_116 - Other Personnel Services Longevity Pay	3,500	-	3,500	-	2,303	65.8%	(1,197)	
			5200_120 - Other Personnel Services Shift Differential	-	-	-	-	-		-	
			5200_130 - Other Personnel Services Allowance Tax	20,500	-	20,500	-	13,724	66.9%	(6,776)	
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	52,811	-	52,811	-	27,245	51.6%	(25,566)	
			5400_115 - Employee Benefits Retirement B	124,117	-	124,117	-	72,402	58.3%	(51,715)	
			5400_120 - Employee Benefits Workers Compensation	18,843	-	18,843	-	10,864	57.7%	(7,979)	
			5400_125 - Employee Benefits Health Insurance	305,925	-	305,925	-	178,458	58.3%	(127,467)	
			5400_130 - Employee Benefits Dental Insurance	14,882	-	14,882	-	8,680	58.3%	(6,202)	
			5400_135 - Employee Benefits Life Insurance	3,268	-	3,268	-	1,904	58.3%	(1,364)	
			5400_145 - Employee Benefits Employee Parking	-	-	-	-	-		-	
		6000 - Office Supplies	6000 - Office Supplies	1,500	-	1,500	-	364	24.3%	(1,136)	
		6005 - Postage	6005 - Postage	3,700	-	3,700	-	2,593	70.1%	(1,107)	
		6010 - Computer Equipment	6010 - Computer Equipment	-	-	-	-	-		-	
		6025 - Furnishings	6025 - Furnishings	700	-	700	-	-	0.0%	(700)	
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	250	-	250	-	-	0.0%	(250)	
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	3,000	-	3,000	407	226	21.1%	(2,367)	
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	250	-	250	-	220	88.0%	(30)	
		6208 - Special Supplies	6208 - Special Supplies	250	-	250	-	-	0.0%	(250)	
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	1,650	-	1,650	-	-	0.0%	(1,650)	
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	1,500	-	1,500	-	-	0.0%	(1,500)	
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	250	-	250	-	-	0.0%	(250)	
		6400 - Utilities	6400_120 - Utilities Rubbish Removal	4,500	-	4,500	-	703	15.6%	(3,797)	
			6400_125 - Utilities Telecommunications	7,000	-	7,000	-	1,718	24.5%	(5,282)	
			6400_127 - Utilities Cellular Communications	6,500	-	6,500	-	3,499	53.8%	(3,001)	
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contract	34,600	-	34,600	8,415	25,671	98.5%	(514)	
			6500_133 - Professional and Consultant Svs Board Observer	3,000	-	3,000	-	204	6.8%	(2,796)	
			6500_139 - Professional and Consultant Svs Relocation	2,500	16,000	18,500	-	10,860	58.7%	(7,640)	
		6700 - Travel & Training	6700_110 - Travel & Training Travel Expense	9,000	-	9,000	-	4,783	53.1%	(4,217)	
			6700_100 - Travel & Training Education	3,500	-	3,500	-	2,325	66.4%	(1,175)	
		6800 - Fees for Services	6800_155 - Fees for Services Special Events	1,000	-	1,000	-	-	0.0%	(1,000)	
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	600	-	600	437	553	165.1%	391	
		7000 - Bad Debt Expense	7000 - Bad Debt Expense	1,200	-	1,200	-	-	0.0%	(1,200)	

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-20-000	EXPENSE Total			1,221,632	16,000	1,237,632	9,259	734,922	60.1%	(493,451)
101-20-154	REVENUE	4247 - Fees and Permits	4247_100 - Fees and Permits Bianchi Research	18,000	-	18,000	-	6,912	38.4%	(11,088)
		4225 - Building Trade Permits	4225 - Building Trade Permits	1,610,000	-	1,610,000	-	554,686	34.5%	(1,055,314)
	REVENUE Total			1,628,000	-	1,628,000	-	561,598	34.5%	(1,066,402)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	480,116	16,000	464,116	-	266,630	57.4%	(197,486)
		5100 - Overtime	5100 - Overtime	2,000	-	2,000	-	850	42.5%	(1,150)
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compens	3,000	-	3,000	-	750	25.0%	(2,250)
			5200_116 - Other Personnel Services Longevity Pay	1,461	-	1,461	-	940	64.3%	(521)
			5200_130 - Other Personnel Services Allowance Tax	17,500	-	17,500	-	13,639	77.9%	(3,861)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	38,562	-	38,562	-	20,944	54.3%	(17,618)
			5400_120 - Employee Benefits Workers Compensati	13,690	-	13,690	-	7,896	57.7%	(5,794)
		6000 - Office Supplies	6000 - Office Supplies	500	-	500	-	-	0.0%	(500)
		6005 - Postage	6005 - Postage	2,500	-	2,500	-	-	0.0%	(2,500)
		6010 - Computer Equipment	6010 - Computer Equipment	1,000	-	1,000	-	29	2.9%	(971)
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	500	-	500	-	-	0.0%	(500)
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	2,500	-	2,500	-	-	0.0%	(2,500)
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	1,200	-	1,200	175	295	39.2%	(730)
		6208 - Special Supplies	6208 - Special Supplies	500	-	500	-	390	77.9%	(110)
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	500	-	500	-	-	0.0%	(500)
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	500	-	500	-	-	0.0%	(500)
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	1,000	-	1,000	-	-	0.0%	(1,000)
		6400 - Utilities	6400_125 - Utilities Telecommunications	4,700	-	4,700	-	1,937	41.2%	(2,763)
			6400_127 - Utilities Cellular Communications	4,200	-	4,200	-	2,036	48.5%	(2,164)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contract	5,000	-	5,000	-	-	0.0%	(5,000)
		6700 - Travel & Training	6700_105 - Travel & Training Special Training	7,000	-	7,000	-	1,629	23.3%	(5,371)
			6700_110 - Travel & Training Travel Expense	5,000	-	5,000	-	942	18.8%	(4,058)
			6700_115 - Travel & Training Mileage	1,000	-	1,000	-	318	31.8%	(682)
		6204 - Books	6204 - Books	1,500	-	1,500	-	-	0.0%	(1,500)
	EXPENSE Total			595,429	16,000	579,429	175	319,225	55.1%	(260,029)
101-20-157	REVENUE	4600 - Fees For Services	4600_130 - Fees For Services Miscellaneous	-	-	-	-	-	-	-
			4600_125 - Fees For Services Housing & Developmen	500,000	-	500,000	-	112,182	22.4%	(387,818)
		4100 - Licenses And Certificates	4100_125 - Licenses And Certificates Housing & Devi	330,000	-	330,000	-	118,548	35.9%	(211,452)
	REVENUE Total			830,000	-	830,000	-	230,730	27.8%	(599,270)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	377,495	-	377,495	-	172,571	45.7%	(204,924)
		5100 - Overtime	5100 - Overtime	500	-	500	-	29	5.8%	(471)
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compens	2,000	-	2,000	-	200	10.0%	(1,800)
			5200_120 - Other Personnel Services Shift Differenti	100	-	100	-	-	0.0%	(100)
			5200_130 - Other Personnel Services Allowance Tax	1,400	-	1,400	-	850	60.7%	(550)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	29,184	-	29,184	-	12,327	42.2%	(16,857)
			5400_120 - Employee Benefits Workers Compensati	10,731	-	10,731	-	6,188	57.7%	(4,543)
		6000 - Office Supplies	6000 - Office Supplies	1,500	-	1,500	-	-	0.0%	(1,500)
		6005 - Postage	6005 - Postage	2,000	-	2,000	-	-	0.0%	(2,000)
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	2,500	-	2,500	-	-	0.0%	(2,500)
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	700	-	700	-	266	38.0%	(434)
		6208 - Special Supplies	6208 - Special Supplies	500	-	500	63	37	20.0%	(400)
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	5,000	-	5,000	758	1,242	40.0%	(3,000)
		6400 - Utilities	6400_125 - Utilities Telecommunications	1,375	-	1,375	-	526	38.3%	(849)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contract	4,250	-	4,250	-	-	0.0%	(4,250)
		6700 - Travel & Training	6700_110 - Travel & Training Travel Expense	5,000	-	5,000	-	-	0.0%	(5,000)
			6700_115 - Travel & Training Mileage	1,000	-	1,000	-	-	0.0%	(1,000)
			6700_100 - Travel & Training Education	5,000	-	5,000	-	355	7.1%	(4,645)
			6700_107 - Travel & Training Training Materials	300	-	300	-	-	0.0%	(300)
		6020 - Office Equipment	6020 - Office Equipment	1,500	-	1,500	-	-	0.0%	(1,500)
		6327 - Customer Credits & Refunds	6327 - Customer Credits & Refunds	4,500	-	4,500	-	-	0.0%	(4,500)
	EXPENSE Total			456,535	-	456,535	821	194,592	42.8%	(261,123)

Department Head	(All)	FFL - City of Burlington, VT Unaudited Financial Statement January 31, 2024 ~ Expected YTD collections/expenditures are 58.33% of total Budget. ~									
Budget Manager	(All)										
Fund	101 - General Fun										
Department	21 - Fletcher Free										
Division	(All)										
Program	(All)										
Sub-program	(All)										
			FFL Revenues				Amended Budget		YTD Transactions	% Budget Used	
			FFL Expenses				\$ 129,654		\$ 25,939	20.0%	
							\$ 2,787,297		\$ 1,539,803	55.2%	
Values											
Org Set	Account Type	Rollup	Account #	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget	
101-21-060	REVENUE	4600 - Fees For Services	4600_100 - Fees For Services General Governme	15,000	-	15,000	-	11,534	76.9%	(3,466)	
		4720 - Use of Fund Balance	4720_110 - Use of Fund Balance GF Assigned	-	26,250	26,250	-	-	0.0%	(26,250)	
		4875 - Grants	4875_140 - Grants State Operating	-	636	636	-	636	100.1%	0	
			4875_175 - Grants Miscellaneous	-	13,768	13,768	-	13,769	100.0%	1	
		4950 - Donations	4950_123 - Donations General	15,000	-	15,000	-	-	0.0%	(15,000)	
		4990 - Interfund Transfer Proceeds	4990_200 - Interfund Transfer Proceeds Impact	-	44,000	44,000	-	-	0.0%	(44,000)	
	REVENUE Total			30,000	84,654	114,654	-	25,939	22.6%	(88,715)	
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Tin	1,225,819	-	1,225,819	-	740,426	60.4%	(485,393)	
			5000_110 - Salaries and Wages Regular Part Tin	327,391	-	327,391	-	95,340	29.1%	(232,051)	
			5000_115 - Salaries and Wages Seasonal/Tempo	22,350	12,715	9,635	-	22,118	229.6%	12,483	
			5000_900 - Salaries and Wages Attrition/reorga	100,000	-	100,000	-	-	0.0%	(100,000)	
		5100 - Overtime	5100 - Overtime	8,000	-	8,000	-	2,020	25.2%	(5,980)	
		5200 - Other Personnel Services	5200_106 - Other Personnel Services Staffing	-	-	-	-	3,398		3,398	
			5200_115 - Other Personnel Services Other Con	30,000	-	30,000	-	5,009	16.7%	(24,991)	
			5200_116 - Other Personnel Services Longevity	3,810	-	3,810	-	1,100	28.9%	(2,710)	
			5200_120 - Other Personnel Services Shift Diffe	12,000	-	12,000	-	8,029	66.9%	(3,971)	
			5200_130 - Other Personnel Services Allowance	10,000	-	10,000	-	9,638	96.4%	(362)	
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	125,412	1,053	124,359	-	64,008	51.5%	(60,351)	
			5400_115 - Employee Benefits Retirement B	127,042	-	127,042	-	74,108	58.3%	(52,934)	
			5400_120 - Employee Benefits Workers Comper	44,284	-	44,284	-	25,536	57.7%	(18,748)	
			5400_125 - Employee Benefits Health Insurance	263,410	-	263,410	-	153,657	58.3%	(109,753)	
			5400_130 - Employee Benefits Dental Insurance	16,625	-	16,625	-	9,695	58.3%	(6,930)	
			5400_135 - Employee Benefits Life Insurance	4,739	-	4,739	-	2,765	58.3%	(1,974)	
			5400_145 - Employee Benefits Employee Parkin	1,500	-	1,500	-	380	25.3%	(1,120)	
		6000 - Office Supplies	6000 - Office Supplies	6,000	2,000	8,000	670	3,458	51.6%	(3,872)	
		6005 - Postage	6005 - Postage	4,300	636	3,664	2,878	3,422	171.9%	2,636	
		6010 - Computer Equipment	6010 - Computer Equipment	-	20	20	-	70	348.9%	50	
		6025 - Furnishings	6025 - Furnishings	-	33,900	33,900	-	33,891	100.0%	(9)	
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	400	-	400	-	236	59.0%	(164)	
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	2,500	-	2,500	-	1,151	46.0%	(1,349)	
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	1,500	772	728	-	-	0.0%	(728)	
		6208 - Special Supplies	6208 - Special Supplies	4,000	2,000	2,000	154	1,534	69.0%	(620)	
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	-	-	-	-	-		-	
		6300 - Repair & Maintenance	6300_170 - Repair & Maintenance Buildings	10,000	400	9,600	1,701	2,038	38.9%	(5,861)	
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	500	-	500	-	82	16.3%	(418)	
		6400 - Utilities	6400_100 - Utilities Electricity	61,480	-	61,480	-	32,428	52.7%	(29,052)	
			6400_105 - Utilities Gas	25,200	-	25,200	-	14,948	59.3%	(10,252)	
			6400_115 - Utilities Water/Wastewater	9,450	-	9,450	-	6,559	69.4%	(2,891)	
			6400_120 - Utilities Rubbish Removal	9,000	-	9,000	-	-	0.0%	(9,000)	
			6400_125 - Utilities Telecommunications	12,000	-	12,000	-	4,934	41.1%	(7,066)	
			6400_127 - Utilities Cellular Communications	200	2,175	1,975	-	6,355	321.8%	4,380	
			6400_112 - Utilities Other	2,400	225	2,175	918	1,249	99.6%	(8)	
		6500 - Professional and Consultant Svs	6500_103 - Professional and Consultant Svs Sec	128,180	-	128,180	61,980	66,200	100.0%	-	
			6500_118 - Professional and Consultant Svs Cor	-	-	-	-	-		-	
			6500_142 - Professional and Consultant Svs Ma	1,500	-	1,500	945	555	100.0%	-	
		6600 - Maintenance Contracts	6600 - Maintenance Contracts	20,000	-	20,000	2,775	4,290	35.3%	(12,935)	
		6700 - Travel & Training	6700_110 - Travel & Training Travel Expense	-	-	-	-	-		-	
			6700_100 - Travel & Training Education	-	-	-	-	-		-	
		7200 - Capital Leases	7200_100 - Capital Leases Property	18,600	18,600	-	-	-		-	

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-21-060	EXPENSE	7200 - Capital Leases	7200_115 - Capital Leases Equipment	2,602	-	2,602	217	1,367	60.9%	(1,018)
		6020 - Office Equipment	6020 - Office Equipment	-	7,272	7,272	-	2,786	38.3%	(4,486)
		6017 - Computer Licensing and Maint.	6017 - Computer Licensing and Maint.	13,500	20	13,480	-	-	0.0%	(13,480)
		6207 - Collection	6207 - Collection	281,624	-	281,624	100,978	134,106	83.5%	(46,540)
	EXPENSE Total			2,737,318	4,596	2,741,914	172,908	1,526,175	62.0%	(1,042,831)
101-21-061	EXPENSE	5000 - Salaries and Wages	5000_115 - Salaries and Wages Seasonal/Temp	5,000	-	5,000	-	-	0.0%	(5,000)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	383	-	383	-	-	0.0%	(383)
	EXPENSE Total			5,383	-	5,383	-	-	0.0%	(5,383)
101-21-061 Total				(5,383)	-	(5,383)	-	-	0.0%	(5,383)
101-21-063	REVENUE	4990 - Interfund Transfer Proceeds	4990_200 - Interfund Transfer Proceeds Impact	-	15,000	15,000	-	-	0.0%	(15,000)
	REVENUE Total			-	15,000	15,000	-	-	0.0%	(15,000)
	EXPENSE	6208 - Special Supplies	6208 - Special Supplies	-	2,000	2,000	69	501	28.5%	(1,430)
		6300 - Repair & Maintenance	6300_170 - Repair & Maintenance Buildings	-	15,000	15,000	-	-	0.0%	(15,000)
		6400 - Utilities	6400_100 - Utilities Electricity	-	1,300	1,300	-	379	29.1%	(921)
			6400_105 - Utilities Gas	-	1,100	1,100	712	388	100.0%	-
		7200 - Capital Leases	7200_100 - Capital Leases Property	-	18,600	18,600	6,180	12,360	99.7%	(60)
		6020 - Office Equipment	6020 - Office Equipment	-	2,000	2,000	-	-	0.0%	(2,000)
	EXPENSE Total			-	40,000	40,000	6,961	13,628	51.5%	(19,411)

Department Head	(All)	BPRW - City of Burlington, VT Unaudited Financial Statement									
Budget Manager	(All)										
Fund	101 - General Fund	January 31, 2024									
Department	23 - Parks and Recreation										
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~									
Program	(All)					Amended Budget		YTD Transactions		% Budget Used	
Sub-program	(All)		BPRW Revenues			\$ 5,313,566		\$ 3,226,020		60.7%	
			BPRW Expenses			\$ 9,896,045		\$ 5,449,289		55.1%	
						Values					
Org Set	Account Type	Rollup	Account #	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget	
101-23-000-000	REVENUE	4535 - Misc Rev	4535 - Misc Rev	19,710	-	19,710	-	9,207	46.7%	(10,503)	
		4955 - Contributions	4955 - Contributions	5,250	-	5,250	-	968	18.4%	(4,282)	
		4990 - Interfund Transfer Proceeds	4990_709 - Interfund Transfer Proceeds CIP	511,219	-	511,219	-	-	0.0%	(511,219)	
	REVENUE Total			536,179	-	536,179	-	10,175	1.9%	(526,004)	
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	693,821	-	693,821	-	222,886	32.1%	(470,935)	
			5000_900 - Salaries and Wages Attrition/reorganization	250,000	-	250,000	-	-	0.0%	(250,000)	
		5100 - Overtime	5100 - Overtime	1,000	-	1,000	-	1,768	176.8%	768	
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	3,200	-	3,200	-	1,750	54.7%	(1,450)	
			5200_116 - Other Personnel Services Longevity Pay	1,330	-	1,330	-	665	50.0%	(665)	
			5200_120 - Other Personnel Services Shift Differential	100	-	100	-	-	0.0%	(100)	
			5200_130 - Other Personnel Services Allowance Taxable	1,275	-	1,275	-	1,938	152.0%	663	
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	54,484	-	54,484	-	16,513	30.3%	(37,971)	
			5400_115 - Employee Benefits Retirement B	326,667	-	326,667	-	190,556	58.3%	(136,111)	
			5400_120 - Employee Benefits Workers Compensation	115,959	-	115,959	-	66,864	57.7%	(49,095)	
			5400_125 - Employee Benefits Health Insurance	911,306	-	911,306	-	531,594	58.3%	(379,712)	
			5400_130 - Employee Benefits Dental Insurance	47,844	-	47,844	-	27,909	58.3%	(19,935)	
			5400_135 - Employee Benefits Life Insurance	10,232	-	10,232	-	5,971	58.4%	(4,261)	
			5400_150 - Employee Benefits Recognition	1,000	-	1,000	273	383	65.7%	(343)	
		6000 - Office Supplies	6000 - Office Supplies	5,500	-	5,500	85	2,085	36.4%	(3,500)	
		6005 - Postage	6005 - Postage	700	-	700	-	154	22.0%	(546)	
		6010 - Computer Equipment	6010 - Computer Equipment	-	-	-	-	75		75	
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	2,000	-	2,000	-	1,116	55.8%	(884)	
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	2,500	-	2,500	-	622	24.9%	(1,878)	
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	5,000	-	5,000	-	3,195	63.9%	(1,805)	
		6208 - Special Supplies	6208 - Special Supplies	10,000	3,400	6,600	-	77	1.2%	(6,523)	
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	4,000	-	4,000	65	2,799	71.6%	(1,136)	
		6400 - Utilities	6400_117 - Utilities Stormwater	-	-	-	-	7,674		7,674	
			6400_125 - Utilities Telecommunications	4,000	3,000	7,000	-	5,150	73.6%	(1,850)	
			6400_127 - Utilities Cellular Communications	38,000	-	38,000	-	18,554	48.8%	(19,446)	
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Ser	5,000	3,000	2,000	-	-	0.0%	(2,000)	
		6530 - Rentals	6530_100 - Rentals Property	-	300	300	-	80	26.7%	(220)	
			6530_115 - Rentals Equipment	-	-	-	-	117		117	
		6700 - Travel & Training	6700_105 - Travel & Training Special Training	12,500	-	12,500	10	8,285	66.4%	(4,205)	
			6700_110 - Travel & Training Travel Expense	7,500	-	7,500	-	7,115	94.9%	(385)	
			6700_135 - Travel & Training Lodging	-	-	-	-	427		427	
		6800 - Fees for Services	6800_140 - Fees for Services Hospitality Expense	-	500	500	-	160	31.9%	(340)	
		7200 - Capital Leases	7200_100 - Capital Leases Property	6,414	-	6,414	-	6,414	100.0%	(0)	
			7200_115 - Capital Leases Equipment	600	-	600	444	1,587	338.5%	1,431	
		7303 - Regulatory and Bank Fees	7303 - Regulatory and Bank Fees	45,000	-	45,000	-	65,697	146.0%	20,697	
		7730 - Scholarships	7730 - Scholarships	40,000	-	40,000	-	34,578	86.4%	(5,422)	
	EXPENSE Total			2,106,932	2,600	2,104,332	707	1,234,758	58.7%	(868,866)	
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	-	-	-	-	12,691		12,691	
			5000_105 - Salaries and Wages Limited Service	31,467	-	31,467	-	-	0.0%	(31,467)	
			5000_115 - Salaries and Wages Seasonal/Temporary	5,000	-	5,000	-	-	0.0%	(5,000)	
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	-	-	-	-	523		523	
			5200_120 - Other Personnel Services Shift Differential	-	-	-	-	2		2	
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	2,943	-	2,943	-	1,010	34.3%	(1,933)	
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	10,000	-	10,000	20	2,865	28.8%	(7,116)	
		6208 - Special Supplies	6208 - Special Supplies	7,500	-	7,500	-	-	0.0%	(7,500)	
		6325 - Items For Resale	6325 - Items For Resale	-	-	-	-	-		-	
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	36,000	-	36,000	3,230	13,341	46.0%	(19,429)	

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-23-000-050	EXPENSE	6500 - Professional and Consultant Svs	6500_142 - Professional and Consultant Svs Marketing and	24,000	-	24,000	1,375	11,373	53.1%	(11,252)
	EXPENSE Total			116,910	-	116,910	4,625	41,800	39.7%	(70,485)
101-23-000-230	REVENUE	4600 - Fees For Services	4600_112 - Fees For Services Capital Projects	43,341	-	43,341	-	-	0.0%	(43,341)
	REVENUE Total			43,341	-	43,341	-	-	0.0%	(43,341)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	96,020	-	96,020	-	124,108	129.3%	28,088
			5000_115 - Salaries and Wages Seasonal/Temporary	4,000	-	4,000	-	3,672	91.8%	(328)
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	400	-	400	-	500	125.0%	100
			5200_130 - Other Personnel Services Allowance Taxable	1,000	-	1,000	-	1,000	100.0%	(0)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	7,912	-	7,912	-	9,461	119.6%	1,549
			5400_115 - Employee Benefits Retirement B	7,854	-	7,854	-	4,582	58.3%	(3,273)
			5400_130 - Employee Benefits Dental Insurance	458	-	458	-	266	58.1%	(192)
			5400_135 - Employee Benefits Life Insurance	63	-	63	-	35	55.6%	(28)
			5400_150 - Employee Benefits Recognition	-	500	500	-	165	33.1%	(335)
		6010 - Computer Equipment	6010 - Computer Equipment	-	-	-	-	-	-	-
		6208 - Special Supplies	6208 - Special Supplies	3,000	500	2,500	31	2,215	89.8%	(254)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Ser	5,000	-	5,000	2,724	2,276	100.0%	-
101-23-000-230 Total				(82,366)	-	(82,366)	(2,755)	(148,280)	183.4%	68,668
101-23-044	REVENUE	4875 - Grants	4875_000 - Grants Proceeds	68,000	-	68,000	-	77,225	113.6%	9,225
			4875_140 - Grants State Operating	-	121,501	121,501	-	-	0.0%	(121,501)
	REVENUE Total			68,000	121,501	189,501	-	77,225	40.8%	(112,276)
	EXPENSE	6208 - Special Supplies	6208 - Special Supplies	5,500	17,000	22,500	1,184	9,916	49.3%	(11,400)
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	-	6,000	6,000	281	5,635	98.6%	(85)
		6211 - Specialized Equipment	6211 - Specialized Equipment	-	61,500	61,500	1,400	32,903	55.8%	(27,197)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Ser	12,500	7,000	19,500	557	-	2.9%	(18,943)
		9500 - Capital Outlay	9500_100 - Capital Outlay Construction	50,000	-	50,000	-	-	0.0%	(50,000)
		7390 - Pass Through	7390_100 - Pass Through Sub Grantee Expense	-	30,001	30,001	-	30,001	100.0%	-
	EXPENSE Total			68,000	121,501	189,501	3,422	78,455	43.2%	(107,624)
101-23-100-000	REVENUE	4345 - Advertising Revenues	4345 - Advertising Revenues	-	-	-	-	2,350	-	2,350
		4375 - Recreation Fees	4375 - Recreation Fees	21,000	-	21,000	-	19,700	93.8%	(1,300)
		4600 - Fees For Services	4600_120 - Fees For Services Culture & Recreation	7,000	-	7,000	-	2,727	39.0%	(4,273)
		4950 - Donations	4950 - Donations	-	-	-	-	-	-	-
	REVENUE Total			28,000	-	28,000	-	24,777	88.5%	(3,223)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	105,412	-	105,412	-	59,030	56.0%	(46,382)
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	300	-	300	-	200	66.7%	(100)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	8,087	-	8,087	-	4,202	52.0%	(3,885)
		6208 - Special Supplies	6208 - Special Supplies	3,000	1,588	1,412	-	-	0.0%	(1,412)
		6211 - Specialized Equipment	6211 - Specialized Equipment	-	1,588	1,588	1,587	-	100.0%	(1)
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	3,000	-	3,000	65	685	25.0%	(2,250)
		6400 - Utilities	6400_100 - Utilities Electricity	55,131	-	55,131	-	32,052	58.1%	(23,079)
			6400_105 - Utilities Gas	7,000	-	7,000	1,106	1,436	36.3%	(4,458)
			6400_115 - Utilities Water/Wastewater	40,660	-	40,660	198	20,379	50.6%	(20,083)
			6400_120 - Utilities Rubbish Removal	140,000	-	140,000	132	74,883	53.6%	(64,985)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Ser	31,500	-	31,500	3,265	19,385	71.9%	(8,850)
		6530 - Rentals	6530_100 - Rentals Property	4,000	-	4,000	-	-	0.0%	(4,000)
			6530_115 - Rentals Equipment	5,090	-	5,090	-	-	0.0%	(5,090)
		6800 - Fees for Services	6800_125 - Fees for Services Fees & Permits	525	-	525	-	325	61.9%	(200)
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	850	-	850	-	78	9.2%	(772)
	EXPENSE Total			446,484	-	446,484	6,353	257,686	59.1%	(182,445)
101-23-100-235	REVENUE	4600 - Fees For Services	4600_120 - Fees For Services Culture & Recreation	10,000	-	10,000	-	-	0.0%	(10,000)
	REVENUE Total			10,000	-	10,000	-	-	0.0%	(10,000)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	279,129	-	279,129	-	156,076	55.9%	(123,053)
			5000_105 - Salaries and Wages Limited Service	56,745	-	56,745	-	-	0.0%	(56,745)
			5000_115 - Salaries and Wages Seasonal/Temporary	52,000	-	52,000	-	34,508	66.4%	(17,492)
		5100 - Overtime	5100 - Overtime	7,800	-	7,800	-	3,356	43.0%	(4,444)
		5200 - Other Personnel Services	5200_110 - Other Personnel Services On-Call	2,300	-	2,300	-	1,050	45.7%	(1,250)
			5200_115 - Other Personnel Services Other Compensation	4,000	-	4,000	-	1,681	42.0%	(2,319)
			5200_116 - Other Personnel Services Longevity Pay	2,314	-	2,314	-	1,180	51.0%	(1,134)
			5200_120 - Other Personnel Services Shift Differential	300	-	300	-	49	16.4%	(251)
			5200_130 - Other Personnel Services Allowance Taxable	4,200	-	4,200	-	2,419	57.6%	(1,781)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	32,802	-	32,802	-	14,691	44.8%	(18,111)
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	1,500	-	1,500	300	-	20.0%	(1,200)

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-23-100-235	EXPENSE	6276 - Field Supplies&Materials	6276 - Field Supplies&Materials	6,479	-	6,479	177	3,283	53.4%	(3,019)
		6300 - Repair & Maintenance	6300_100 - Repair & Maintenance Equipment Parts	2,299	-	2,299	233	67	13.0%	(1,999)
			6300_175 - Repair & Maintenance Landscape materials	26,125	-	26,125	1,213	12,936	54.2%	(11,976)
			6300_165 - Repair & Maintenance Other Small Charges Not	11,945	-	11,945	2,792	1,494	35.9%	(7,660)
		EXPENSE Total		489,938	-	489,938	4,715	232,791	48.5%	(252,432)
101-23-100-236	REVENUE	4600 - Fees For Services	4600_120 - Fees For Services Culture & Recreation	2,000	-	2,000	-	8,858	442.9%	6,858
	REVENUE Total			2,000	-	2,000	-	8,858	442.9%	6,858
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	331,985	-	331,985	-	193,099	58.2%	(138,886)
			5000_115 - Salaries and Wages Seasonal/Temporary	25,678	-	25,678	-	19,574	76.2%	(6,104)
		5100 - Overtime	5100_100 - Overtime	15,000	-	15,000	-	9,853	65.7%	(5,147)
		5200 - Other Personnel Services	5200_110 - Other Personnel Services On-Call	1,400	-	1,400	-	1,470	105.0%	70
			5200_115 - Other Personnel Services Other Compensation	4,000	-	4,000	-	550	13.8%	(3,450)
			5200_116 - Other Personnel Services Longevity Pay	500	-	500	-	308	61.6%	(192)
			5200_120 - Other Personnel Services Shift Differential	2,250	-	2,250	-	13	0.6%	(2,237)
			5200_130 - Other Personnel Services Allowance Taxable	2,400	-	2,400	-	2,400	100.0%	-
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	29,316	-	29,316	-	16,575	56.5%	(12,741)
		6206 - Custodian Supplies	6206 - Custodian Supplies	26,125	-	26,125	2,270	20,005	85.3%	(3,850)
		6208 - Special Supplies	6208 - Special Supplies	11,000	-	11,000	-	4,121	37.5%	(6,879)
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	1,500	-	1,500	-	727	48.5%	(773)
		6300 - Repair & Maintenance	6300_170 - Repair & Maintenance Buildings	20,900	-	20,900	3,521	16,664	96.6%	(716)
			6300_130 - Repair & Maintenance Construction Supplies	21,945	-	21,945	3,683	10,865	66.3%	(7,397)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Ser	10,450	-	10,450	465	8,057	81.6%	(1,928)
		6600 - Maintenance Contracts	6600 - Maintenance Contracts	26,500	-	26,500	-	1,175	4.4%	(25,325)
		6625 - Equipment Maintenance Repairs	6625 - Equipment Maintenance Repairs	200	-	200	-	-	0.0%	(200)
		EXPENSE Total		531,149	-	531,149	9,938	305,457	59.4%	(215,754)
101-23-100-237	REVENUE	4365 - Material, Labor And Equipment	4365 - Material, Labor And Equipment	100,000	-	100,000	-	-	0.0%	(100,000)
		4425 - Billing Services	4425 - Billing Services	5,000	-	5,000	-	620	12.4%	(4,380)
	REVENUE Total			105,000	-	105,000	-	620	0.6%	(104,380)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	274,605	-	274,605	-	140,460	51.1%	(134,145)
			5000_115 - Salaries and Wages Seasonal/Temporary	8,010	-	8,010	-	577	7.2%	(7,433)
		5100 - Overtime	5100_100 - Overtime	3,400	-	3,400	-	1,087	32.0%	(2,313)
		5200 - Other Personnel Services	5200_110 - Other Personnel Services On-Call	1,600	-	1,600	-	798	49.9%	(802)
			5200_115 - Other Personnel Services Other Compensation	1,174	-	1,174	-	970	82.6%	(204)
			5200_120 - Other Personnel Services Shift Differential	-	-	-	-	28		28
			5200_130 - Other Personnel Services Allowance Taxable	2,400	-	2,400	-	1,940	80.8%	(460)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	22,276	-	22,276	-	10,386	46.6%	(11,890)
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	1,500	-	1,500	194	1,311	100.4%	6
		6300 - Repair & Maintenance	6300_175 - Repair & Maintenance Landscape materials	20,000	-	20,000	1,135	7,079	41.1%	(11,786)
		6625 - Equipment Maintenance Repairs	6625 - Equipment Maintenance Repairs	-	-	-	-	-		-
		EXPENSE Total		334,965	-	334,965	1,330	164,637	49.5%	(168,999)
101-23-100-238	REVENUE	4375 - Recreation Fees	4375 - Recreation Fees	40,000	-	40,000	-	36,998	92.5%	(3,002)
		4535 - Misc Rev	4535 - Misc Rev	-	-	-	-	-		-
		4950 - Donations	4950 - Donations	5,000	-	5,000	-	5,625	112.5%	625
	REVENUE Total			45,000	-	45,000	-	42,623	94.7%	(2,377)
	EXPENSE	5000 - Salaries and Wages	5000_115 - Salaries and Wages Seasonal/Temporary	64,335	-	64,335	-	24,481	38.1%	(39,854)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	4,922	-	4,922	-	2,049	41.6%	(2,873)
			5400_150 - Employee Benefits Recognition	-	-	-	-	108		108
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	140	-	140	-	-	0.0%	(140)
		6208 - Special Supplies	6208 - Special Supplies	800	-	800	225	276	62.6%	(299)
		6276 - Field Supplies&Materials	6276 - Field Supplies&Materials	4,000	-	4,000	1,487	2,223	92.8%	(290)
		6300 - Repair & Maintenance	6300_100 - Repair & Maintenance Equipment Parts	150	-	150	-	-	0.0%	(150)
			6300_175 - Repair & Maintenance Landscape materials	7,164	-	7,164	2,417	4,747	100.0%	-
		6400 - Utilities	6400_115 - Utilities Water/Wastewater	-	-	-	-	132		132
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Ser	15,000	-	15,000	10,300	3,420	91.5%	(1,280)
		6600 - Maintenance Contracts	6600 - Maintenance Contracts	16,500	-	16,500	7,780	4,515	74.5%	(4,205)
		6700 - Travel & Training	6700_105 - Travel & Training Special Training	2,000	-	2,000	-	-	0.0%	(2,000)
		EXPENSE Total		115,011	-	115,011	22,210	41,950	55.8%	(50,851)
101-23-100-239	REVENUE	4275 - Rent & Lease	4275 - Rent & Lease	4,000	-	4,000	-	1,554	38.9%	(2,446)
		4310 - Sales Of Cemetary Lots	4310 - Sales Of Cemetary Lots	78,000	-	78,000	-	29,889	38.3%	(48,111)
		4315 - Burials	4315 - Burials	70,000	-	70,000	-	44,460	63.5%	(25,540)

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-23-100-239	REVENUE	4330 - Foundations	4330 - Foundations	350	-	350	-	1,330	380.0%	980
		4600 - Fees For Services	4600_130 - Fees For Services Miscellaneous	2,000	-	2,000	-	-	0.0%	(2,000)
		4950 - Donations	4950 - Donations	-	-	-	-	150		150
		4990 - Interfund Transfer Proceeds	4990 - Interfund Transfer Proceeds	20,000	-	20,000	-	-	0.0%	(20,000)
	REVENUE Total			174,350	-	174,350	-	77,383	44.4%	(96,967)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	123,396	-	123,396	-	84,404	68.4%	(38,992)
			5000_110 - Salaries and Wages Regular Part Time	29,138	-	29,138	-	-	0.0%	(29,138)
			5000_115 - Salaries and Wages Seasonal/Temporary	41,436	-	41,436	-	25,648	61.9%	(15,788)
		5100 - Overtime	5100 - Overtime	6,400	-	6,400	-	4,038	63.1%	(2,362)
		5200 - Other Personnel Services	5200_106 - Other Personnel Services Staffing	400	-	400	-	47	11.8%	(353)
			5200_110 - Other Personnel Services On-Call	2,250	-	2,250	-	1,050	46.7%	(1,200)
			5200_115 - Other Personnel Services Other Compensation	1,215	-	1,215	-	1,048	86.3%	(167)
			5200_120 - Other Personnel Services Shift Differential	500	-	500	-	17	3.4%	(483)
			5200_130 - Other Personnel Services Allowance Taxable	1,813	-	1,813	-	1,813	100.0%	(1)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	15,801	-	15,801	-	8,625	54.6%	(7,176)
		6005 - Postage	6005 - Postage	160	-	160	-	9	5.9%	(151)
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	1,000	-	1,000	-	-	0.0%	(1,000)
		6208 - Special Supplies	6208 - Special Supplies	250	-	250	18	212	92.0%	(20)
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	250	-	250	-	-	0.0%	(250)
		6300 - Repair & Maintenance	6300_100 - Repair & Maintenance Equipment Parts	4,911	-	4,911	129	371	10.2%	(4,411)
			6300_175 - Repair & Maintenance Landscape materials	3,000	-	3,000	414	810	40.8%	(1,776)
			6300_165 - Repair & Maintenance Other Small Charges Not	300	-	300	-	-	0.0%	(300)
			6300_130 - Repair & Maintenance Construction Supplies	300	-	300	-	-	0.0%	(300)
		6400 - Utilities	6400_100 - Utilities Electricity	6,300	-	6,300	-	2,951	46.8%	(3,349)
			6400_105 - Utilities Gas	5,500	-	5,500	-	2,565	46.6%	(2,935)
			6400_115 - Utilities Water/Wastewater	650	-	650	-	355	54.6%	(295)
			6400_125 - Utilities Telecommunications	950	-	950	-	459	48.3%	(491)
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	820	-	820	44	272	38.6%	(504)
		6615 - Property Repairs	6615 - Property Repairs	5,000	-	5,000	-	1,028	20.6%	(3,972)
	EXPENSE Total			251,740	-	251,740	605	135,722	54.2%	(115,413)
101-23-100-240	REVENUE	4535 - Misc Rev	4535_130 - Misc Rev Reimbursements	-	-	-	-	18,108		18,108
		4600 - Fees For Services	4600_111 - Fees For Services Interdepartmental	63,000	-	63,000	-	-	0.0%	(63,000)
			4600_112 - Fees For Services Capital Projects	86,000	-	86,000	-	-	0.0%	(86,000)
			4600_120 - Fees For Services Culture & Recreation	-	-	-	-	-		-
		4825 - Interdepartmental	4825_145 - Interdepartmental Facility Charges	82,105	-	82,105	-	47,894	58.3%	(34,211)
	REVENUE Total			231,105	-	231,105	-	66,002	28.6%	(165,103)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	647,730	-	647,730	-	399,627	61.7%	(248,103)
			5000_110 - Salaries and Wages Regular Part Time	-	-	-	-	-		-
			5000_115 - Salaries and Wages Seasonal/Temporary	-	-	-	-	6,014		6,014
		5100 - Overtime	5100 - Overtime	28,000	-	28,000	-	13,801	49.3%	(14,199)
		5200 - Other Personnel Services	5200_110 - Other Personnel Services On-Call	-	-	-	-	672		672
			5200_115 - Other Personnel Services Other Compensation	6,000	-	6,000	-	5,888	98.1%	(112)
			5200_116 - Other Personnel Services Longevity Pay	2,945	-	2,945	-	1,656	56.2%	(1,289)
			5200_120 - Other Personnel Services Shift Differential	4,000	-	4,000	-	3,066	76.6%	(934)
			5200_130 - Other Personnel Services Allowance Taxable	9,700	-	9,700	-	9,033	93.1%	(667)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	53,426	-	53,426	-	31,823	59.6%	(21,603)
			5400_145 - Employee Benefits Employee Parking	1,130	-	1,130	-	1,200	106.2%	70
		6010 - Computer Equipment	6010 - Computer Equipment	-	50	50	-	276	552.4%	226
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	3,000	-	3,000	1,030	254	42.8%	(1,716)
		6206 - Custodian Supplies	6206 - Custodian Supplies	37,600	-	37,600	8,628	11,576	53.7%	(17,396)
		6208 - Special Supplies	6208 - Special Supplies	4,000	-	4,000	-	1,552	38.8%	(2,448)
		6300 - Repair & Maintenance	6300_100 - Repair & Maintenance Equipment Parts	25,000	-	25,000	9,580	15,260	99.4%	(160)
			6300_170 - Repair & Maintenance Buildings	55,000	50	54,950	1,798	14,948	30.5%	(38,204)
		6400 - Utilities	6400_100 - Utilities Electricity	135,177	-	135,177	-	58,910	43.6%	(76,267)
			6400_105 - Utilities Gas	75,070	-	75,070	-	23,866	31.8%	(51,204)
			6400_115 - Utilities Water/Wastewater	30,000	-	30,000	-	18,120	60.4%	(11,880)
			6400_117 - Utilities Stormwater	13,515	-	13,515	-	8,550	63.3%	(4,965)
			6400_120 - Utilities Rubbish Removal	40,000	-	40,000	-	25,189	63.0%	(14,811)
			6400_125 - Utilities Telecommunications	2,900	-	2,900	-	386	13.3%	(2,514)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Ser	3,000	-	3,000	-	360	12.0%	(2,640)

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-23-100-240	EXPENSE	6600 - Maintenance Contracts	6600 - Maintenance Contracts	133,350		132,370	5,795	38,813	33.7%	(87,762)
		6700 - Travel & Training	6700_105 - Travel & Training Special Training	-	80	80	-	80	100.0%	-
			6700_110 - Travel & Training Travel Expense	-	900	900	-	409	45.4%	(491)
		6615 - Property Repairs	6615 - Property Repairs	-	-	-	-	-		
	EXPENSE Total			1,310,543	-	1,310,543	26,831	691,327	54.8%	(592,385)
101-23-101-000	REVENUE	4950 - Donations	4950 - Donations	10,000	-	10,000	-	2,000	20.0%	(8,000)
	REVENUE Total			10,000	-	10,000	-	2,000	20.0%	(8,000)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	94,888	-	94,888	-	53,217	56.1%	(41,671)
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	400	-	400	-	-	0.0%	(400)
			5200_130 - Other Personnel Services Allowance Taxable	1,000	-	1,000	-	538	53.8%	(462)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	7,366	-	7,366	-	4,112	55.8%	(3,254)
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	1,700	-	1,700	-	33	1.9%	(1,667)
	EXPENSE Total			105,354	-	105,354	-	57,900	55.0%	(47,454)
101-23-101-243	EXPENSE	5000 - Salaries and Wages	5000_115 - Salaries and Wages Seasonal/Temporary	8,000	6,000	2,000	-	-	0.0%	(2,000)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	612	-	612	-	-	0.0%	(612)
	EXPENSE Total			8,612	6,000	2,612	-	-	0.0%	(2,612)
101-23-101-244	REVENUE	4375 - Recreation Fees	4375 - Recreation Fees	7,000	-	7,000	-	8,625	123.2%	1,625
		4875 - Grants	4875_175 - Grants Miscellaneous	5,000	-	5,000	-	-	0.0%	(5,000)
		4950 - Donations	4950 - Donations	5,000	-	5,000	-	343	6.9%	(4,658)
		4990 - Interfund Transfer Proceeds	4990_100 - Interfund Transfer Proceeds General Fund	47,272	-	47,272	-	-	0.0%	(47,272)
	REVENUE Total			64,272	-	64,272	-	8,967	14.0%	(55,305)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	66,867	-	66,867	-	39,338	58.8%	(27,529)
			5000_110 - Salaries and Wages Regular Part Time	28,164	-	28,164	-	14,370	51.0%	(13,794)
			5000_115 - Salaries and Wages Seasonal/Temporary	1,000	-	1,000	-	420	42.0%	(580)
		5100 - Overtime	5100 - Overtime	-	-	-	-	335		335
		5200 - Other Personnel Services	5200_106 - Other Personnel Services Staffing	-	-	-	-	-		-
			5200_115 - Other Personnel Services Other Compensation	400	-	400	-	1,140	285.0%	740
			5200_116 - Other Personnel Services Longevity Pay	1,180	-	1,180	-	590	50.0%	(590)
			5200_130 - Other Personnel Services Allowance Taxable	300	-	300	-	800	266.7%	500
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	7,490	-	7,490	-	4,186	55.9%	(3,304)
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	500	-	500	-	-	0.0%	(500)
		6208 - Special Supplies	6208 - Special Supplies	5,000	-	5,000	532	1,554	41.7%	(2,913)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Ser	10,000	-	10,000	3,200	2,500	57.0%	(4,300)
		6530 - Rentals	6530_115 - Rentals Equipment	12,000	-	12,000	2,754	2,046	40.0%	(7,200)
	EXPENSE Total			132,901	-	132,901	6,487	67,279	55.5%	(59,136)
101-23-101-245	REVENUE	4340 - Child Care	4340 - Child Care	-	-	-	-	161		161
		4375 - Recreation Fees	4375 - Recreation Fees	135,000	-	135,000	-	134,752	99.8%	(249)
		4875 - Grants	4875_150 - Grants State Aid	55,000	-	55,000	-	45,540	82.8%	(9,461)
			4875_175 - Grants Miscellaneous	100,000	-	100,000	-	98,920	98.9%	(1,080)
		4950 - Donations	4950 - Donations	7,500	-	7,500	-	-	0.0%	(7,500)
	REVENUE Total			297,500	-	297,500	-	279,371	93.9%	(18,129)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	271,342	-	271,342	-	119,540	44.1%	(151,802)
			5000_115 - Salaries and Wages Seasonal/Temporary	152,500	-	152,500	-	85,640	56.2%	(66,860)
		5100 - Overtime	5100 - Overtime	1,000	-	1,000	-	1,668	166.8%	668
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	1,500	-	1,500	-	773	51.5%	(727)
			5200_116 - Other Personnel Services Longevity Pay	1,180	-	1,180	-	590	50.0%	(590)
			5200_120 - Other Personnel Services Shift Differential	-	-	-	-	-		-
			5200_130 - Other Personnel Services Allowance Taxable	1,500	-	1,500	-	1,000	66.7%	(500)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	33,394	-	33,394	-	16,179	48.4%	(17,215)
			5400_150 - Employee Benefits Recognition	-	300	300	-	421	140.3%	121
		6010 - Computer Equipment	6010 - Computer Equipment	-	-	-	-	-		-
		6025 - Furnishings	6025 - Furnishings	-	-	-	-	-		-
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	200	-	200	-	-	0.0%	(200)
		6208 - Special Supplies	6208 - Special Supplies	20,000	-	20,000	2,201	6,168	41.8%	(11,631)
		6212 - Fuel	6212 - Fuel	-	-	-	-	-		-
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Ser	50,000	300	49,700	3,175	29,613	66.0%	(16,912)
		6530 - Rentals	6530_115 - Rentals Equipment	45,000	-	45,000	2,885	10,403	29.5%	(31,712)
			6530_125 - Rentals Vehicle	-	-	-	-	-		-
	EXPENSE Total			577,616	-	577,616	8,261	271,995	48.5%	(297,361)
101-23-101-246	REVENUE	4375 - Recreation Fees	4375 - Recreation Fees	25,000	-	25,000	-	19,765	79.1%	(5,235)
		4950 - Donations	4950 - Donations	60,000	-	60,000	-	63,504	105.8%	3,504

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-23-101-246	REVENUE Total			85,000	-	85,000	-	83,269	98.0%	(1,731)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	67,574	-	67,574	-	37,630	55.7%	(29,944)
			5000_115 - Salaries and Wages Seasonal/Temporary	4,000	-	4,000	-	3,869	96.7%	(131)
		5100 - Overtime	5100 - Overtime	1,000	-	1,000	-	355	35.5%	(645)
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	400	-	400	-	447	111.8%	47
			5200_120 - Other Personnel Services Shift Differential	-	-	-	-	-	-	-
			5200_130 - Other Personnel Services Allowance Taxable	425	-	425	-	500	117.6%	75
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	5,921	-	5,921	-	3,108	52.5%	(2,813)
		6010 - Computer Equipment	6010 - Computer Equipment	-	-	-	-	-	-	-
		6025 - Furnishings	6025 - Furnishings	-	-	-	-	-	-	-
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	-	-	-	-	568	-	568
		6208 - Special Supplies	6208 - Special Supplies	18,000	-	18,000	149	13,987	78.5%	(3,864)
		6211 - Specialized Equipment	6211 - Specialized Equipment	-	-	-	-	-	-	-
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Ser	132,500	-	132,500	680	134,943	102.4%	3,123
		6530 - Rentals	6530_115 - Rentals Equipment	-	-	-	-	-	-	-
			6530_125 - Rentals Vehicle	-	-	-	-	90	-	90
			6530_120 - Rentals Parking	-	-	-	-	500	-	500
	EXPENSE Total			229,820	-	229,820	829	195,996	85.6%	(32,994)
101-23-101-247	REVENUE	4600 - Fees For Services	4600_120 - Fees For Services Culture & Recreation	20,500	-	20,500	-	20,480	99.9%	(20)
	REVENUE Total			20,500	-	20,500	-	20,480	99.9%	(20)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	-	-	-	-	219	-	219
			5000_115 - Salaries and Wages Seasonal/Temporary	19,000	6,000	25,000	-	22,586	90.3%	(2,414)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	1,454	-	1,454	-	1,905	131.0%	451
	EXPENSE Total			20,454	6,000	26,454	-	24,710	93.4%	(1,744)
101-23-101-247 Total				46	(6,000)	(5,954)	-	(4,230)	71.0%	(1,724)
101-23-101-248	REVENUE	4375 - Recreation Fees	4375 - Recreation Fees	175,000	-	175,000	-	129,904	74.2%	(45,097)
		4875 - Grants	4875_175 - Grants Miscellaneous	12,000	-	12,000	-	10,000	83.3%	(2,000)
		4950 - Donations	4950 - Donations	10,000	-	10,000	-	-	0.0%	(10,000)
	REVENUE Total			197,000	-	197,000	-	139,904	71.0%	(57,097)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	72,725	-	72,725	-	40,698	56.0%	(32,027)
			5000_115 - Salaries and Wages Seasonal/Temporary	30,000	-	30,000	-	15,654	52.2%	(14,346)
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	400	-	400	-	300	75.0%	(100)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	7,889	-	7,889	-	4,403	55.8%	(3,486)
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	500	-	500	-	86	17.2%	(414)
		6208 - Special Supplies	6208 - Special Supplies	12,000	-	12,000	15	10,281	85.8%	(1,704)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Ser	110,000	-	110,000	5,428	64,876	63.9%	(39,696)
		6530 - Rentals	6530_100 - Rentals Property	6,000	-	6,000	-	-	0.0%	(6,000)
	EXPENSE Total			239,514	-	239,514	5,443	136,298	59.2%	(97,773)
101-23-101-248 Total				(42,514)	-	(42,514)	(5,443)	3,606	4.3%	(40,677)
101-23-101-249	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	-	-	-	-	32,519	-	32,519
		5100 - Overtime	5100 - Overtime	-	-	-	-	219	-	219
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	-	-	-	-	453	-	453
			5200_130 - Other Personnel Services Allowance Taxable	-	-	-	-	500	-	500
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	-	-	-	-	2,419	-	2,419
	EXPENSE Total			-	-	-	-	36,109	#DIV/0!	36,109
101-23-101-249 Total				-	-	-	-	(36,109)	-	36,109
101-23-102-000	REVENUE	4295 - Parking Fees	4295 - Parking Fees	608,000	-	608,000	-	-	0.0%	(608,000)
		4470 - Rent Buildings	4470 - Rent Buildings	500	-	500	-	-	0.0%	(500)
	REVENUE Total			608,500	-	608,500	-	-	0.0%	(608,500)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	100,362	-	100,362	-	56,270	56.1%	(44,092)
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	150	-	150	-	-	0.0%	(150)
			5200_130 - Other Personnel Services Allowance Taxable	1,000	-	1,000	-	538	53.8%	(462)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	7,766	-	7,766	-	4,346	56.0%	(3,420)
			5400_115 - Employee Benefits Retirement B	8,209	-	8,209	-	4,789	58.3%	(3,420)
			5400_135 - Employee Benefits Life Insurance	163	-	163	-	98	60.1%	(65)
			5400_150 - Employee Benefits Recognition	500	-	500	-	133	26.6%	(367)
		6000 - Office Supplies	6000 - Office Supplies	1,000	-	1,000	3	77	8.0%	(920)
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	500	-	500	-	-	0.0%	(500)
		6206 - Custodian Supplies	6206 - Custodian Supplies	500	-	500	-	-	0.0%	(500)

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-23-102-000	EXPENSE	6208 - Special Supplies	6208 - Special Supplies	1,000	-	1,000	252	704	95.6%	(44)
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	1,000	-	1,000	292	704	99.6%	(4)
		6800 - Fees for Services	6800_140 - Fees for Services Hospitality Expense	750	-	750	-	-	0.0%	(750)
		7303 - Regulatory and Bank Fees	7303_100 - Regulatory and Bank Fees Gateway/Third Party	-	-	-	-	8,867		8,867
		EXPENSE Total		122,900	-	122,900	547	76,526	62.7%	(45,827)
101-23-102-246	REVENUE	4300 - Parks Event Rental	4300 - Parks Event Rental	88,124	-	88,124	-	66,908	75.9%	(21,216)
		REVENUE Total		88,124	-	88,124	-	66,908	75.9%	(21,216)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	75,609	-	75,609	-	42,166	55.8%	(33,443)
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	150	-	150	-	100	66.7%	(50)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	5,796	-	5,796	-	3,026	52.2%	(2,770)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Ser	9,300	-	9,300	325	8,425	94.1%	(550)
	EXPENSE Total			90,855	-	90,855	325	53,717	59.5%	(36,813)
101-23-102-254	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	126,741	-	126,741	-	48,643	38.4%	(78,098)
			5000_115 - Salaries and Wages Seasonal/Temporary	62,300	-	62,300	-	36,788	59.0%	(25,512)
		5100 - Overtime	5100 - Overtime	3,500	-	3,500	-	861	24.6%	(2,639)
		5200 - Other Personnel Services	5200_110 - Other Personnel Services On-Call	1,800	-	1,800	-	-	0.0%	(1,800)
			5200_115 - Other Personnel Services Other Compensation	4,900	-	4,900	-	635	13.0%	(4,265)
			5200_120 - Other Personnel Services Shift Differential	3,000	-	3,000	-	-	0.0%	(3,000)
			5200_130 - Other Personnel Services Allowance Taxable	2,600	-	2,600	-	1,511	58.1%	(1,089)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	18,157	-	18,157	-	6,986	38.5%	(11,171)
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	1,000	-	1,000	139	561	70.0%	(300)
		6208 - Special Supplies	6208 - Special Supplies	6,000	2,600	8,600	3,375	4,809	95.2%	(416)
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	2,000	-	2,000	-	-	0.0%	(2,000)
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	2,000	-	2,000	403	1,492	94.8%	(105)
		6400 - Utilities	6400_125 - Utilities Telecommunications	600	-	600	-	164	27.4%	(436)
		6700 - Travel & Training	6700_105 - Travel & Training Special Training	2,000	-	2,000	348	252	30.0%	(1,400)
			6700_110 - Travel & Training Travel Expense	-	-	-	-	-		-
		6625 - Equipment Maintenance Repairs	6625 - Equipment Maintenance Repairs	5,000	-	5,000	122	1,278	28.0%	(3,600)
		EXPENSE Total		241,598	2,600	244,198	4,387	103,980	44.4%	(135,830)
	REVENUE	4295 - Parking Fees	4295 - Parking Fees	-	-	-	-	13,603		13,603
		4380 - Third Party Gateway	4380_101 - Third Party Gateway Firefly	-	-	-	-	14,542		14,542
			4380_102 - Third Party Gateway Stripe or Basys	-	-	-	-	8,766		8,766
		4390 - Concessions	4390_100 - Concessions Taxable	23,710	-	23,710	-	14,184	59.8%	(9,526)
			4390_110 - Concessions Non-Taxable	-	-	-	-	72		72
		4400 - Campsite Revenues	4400 - Campsite Revenues	710,000	-	710,000	-	568,500	80.1%	(141,501)
		4470 - Rent Buildings	4470 - Rent Buildings	49,585	-	49,585	-	44,095	88.9%	(5,490)
		4600 - Fees For Services	4600_120 - Fees For Services Culture & Recreation	1,000	-	1,000	-	1,375	137.5%	375
		4850 - Cash Over	4850 - Cash Over	-	-	-	-	173		173
	REVENUE Total			784,295	-	784,295	-	665,309	84.8%	(118,986)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	83,355	-	83,355	-	46,188	55.4%	(37,167)
			5000_115 - Salaries and Wages Seasonal/Temporary	253,912	-	253,912	-	154,431	60.8%	(99,481)
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	200	-	200	-	-	0.0%	(200)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	26,664	-	26,664	-	16,219	60.8%	(10,445)
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	-	-	-	-	-		-
		6208 - Special Supplies	6208 - Special Supplies	6,000	-	6,000	153	4,235	73.1%	(1,613)
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	3,000	-	3,000	405	1,460	62.2%	(1,135)
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	6,000	-	6,000	-	-	0.0%	(6,000)
		6300 - Repair & Maintenance	6300_170 - Repair & Maintenance Buildings	14,650	-	14,650	710	9,708	71.1%	(4,232)
		6325 - Items For Resale	6325 - Items For Resale	16,000	-	16,000	-	7,375	46.1%	(8,625)
		6400 - Utilities	6400_100 - Utilities Electricity	39,500	-	39,500	-	27,566	69.8%	(11,934)
			6400_105 - Utilities Gas	7,100	-	7,100	4,209	2,791	98.6%	(100)
			6400_115 - Utilities Water/Wastewater	19,939	-	19,939	-	729	3.7%	(19,210)
			6400_125 - Utilities Telecommunications	1,400	-	1,400	-	552	39.4%	(848)
		6500 - Professional and Consultant Svs	6500_103 - Professional and Consultant Svs Security Contra	-	39,000	39,000	655	38,345	100.0%	-
			6500_118 - Professional and Consultant Svs Contractual Ser	53,000	39,000	14,000	98	1,562	11.9%	(12,340)
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	860	-	860	59	361	48.8%	(440)
		7303 - Regulatory and Bank Fees	7303 - Regulatory and Bank Fees	15,000	-	15,000	-	-	0.0%	(15,000)
			7303_100 - Regulatory and Bank Fees Gateway/Third Party	-	-	-	-	21,839		21,839
		6615 - Property Repairs	6615 - Property Repairs	-	-	-	-	-		-
		EXPENSE Total		546,580	-	546,580	6,289	333,360	62.1%	(206,931)
101-23-102-258	REVENUE	4295 - Parking Fees	4295 - Parking Fees	-	-	-	-	381,789		381,789

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-23-102-258	REVENUE	4380 - Third Party Gateway	4380_100 - Third Party Gateway ParkMobile	5,178	-	5,178	-	9,878	190.8%	4,700
		4390 - Concessions	4390_100 - Concessions Taxable	215,000	-	215,000	-	215,388	100.2%	388
		4415 - Boat Rental Slips	4415_100 - Boat Rental Slips Commercial	95,000	-	95,000	-	212,750	223.9%	117,750
			4415_110 - Boat Rental Slips Seasonal	440,000	-	440,000	-	4,132	0.9%	(435,868)
			4415_120 - Boat Rental Slips Transient	175,000	-	175,000	-	116,028	66.3%	(58,972)
		4470 - Rent Buildings	4470 - Rent Buildings	42,000	-	42,000	-	26,933	64.1%	(15,068)
		4600 - Fees For Services	4600_120 - Fees For Services Culture & Recreation	5,000	-	5,000	-	-	0.0%	(5,000)
		4850 - Cash Over	4850 - Cash Over	-	-	-	-	76		76
		4950 - Donations	4950 - Donations	-	-	-	-	5,000		5,000
		REVENUE Total		977,178	-	977,178	-	963,709	98.6%	(13,469)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	75,851	-	75,851	-	42,210	55.6%	(33,642)
			5000_115 - Salaries and Wages Seasonal/Temporary	150,000	-	150,000	-	94,871	63.2%	(55,129)
		5100 - Overtime	5100 - Overtime	-	-	-	-	-		-
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	175	-	175	-	100	57.1%	(75)
			5200_130 - Other Personnel Services Allowance Taxable	-	-	-	-	-		-
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	17,291	-	17,291	-	10,929	63.2%	(6,362)
		6010 - Computer Equipment	6010 - Computer Equipment	5,000	-	5,000	-	-	0.0%	(5,000)
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	500	-	500	-	-	0.0%	(500)
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	2,500	-	2,500	-	-	0.0%	(2,500)
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	-	-	-	-	25		25
		6208 - Special Supplies	6208 - Special Supplies	3,000	-	3,000	169	915	36.1%	(1,916)
		6210 - Small Tools and Equipment	6210 - Small Tools and Equipment	1,500	-	1,500	-	-	0.0%	(1,500)
		6212 - Fuel	6212 - Fuel	1,700	-	1,700	-	893	52.5%	(807)
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	6,000	-	6,000	-	898	15.0%	(5,102)
		6300 - Repair & Maintenance	6300 - Repair & Maintenance	13,500	-	13,500	6,362	4,054	77.2%	(3,084)
		6400 - Utilities	6400_100 - Utilities Electricity	27,500	-	27,500	-	15,173	55.2%	(12,327)
			6400_105 - Utilities Gas	17,150	-	17,150	-	4,773	27.8%	(12,377)
			6400_115 - Utilities Water/Wastewater	12,300	-	12,300	-	12,123	98.6%	(177)
			6400_125 - Utilities Telecommunications	1,600	-	1,600	-	893	55.8%	(707)
		6500 - Professional and Consultant Svs	6500_103 - Professional and Consultant Svs Security Contra	-	34,705	34,705	964	33,741	100.0%	-
			6500_118 - Professional and Consultant Svs Contractual Ser	69,250	34,705	34,545	7,505	3,752	32.6%	(23,287)
		6700 - Travel & Training	6700_110 - Travel & Training Travel Expense	-	25	25	-	24	96.8%	(1)
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	475	-	475	44	262	64.4%	(169)
		7303 - Regulatory and Bank Fees	7303 - Regulatory and Bank Fees	18,000	-	18,000	-	6,176	34.3%	(11,824)
			7303_100 - Regulatory and Bank Fees Gateway/Third Party	-	-	-	-	50		50
		6625 - Equipment Maintenance Repairs	6625 - Equipment Maintenance Repairs	12,000	25	11,975	2,135	9,952	100.9%	112
	EXPENSE Total			435,292	-	435,292	17,180	241,815	59.5%	(176,298)
101-23-102-258 Total				541,886	-	541,886	(17,180)	721,894	130.0%	162,829
101-23-103-249	REVENUE	4275 - Rent & Lease	4275 - Rent & Lease	70,000	-	70,000	-	49,385	70.6%	(20,615)
		4375 - Recreation Fees	4375 - Recreation Fees	90,000	5,000	95,000	-	100,070	105.3%	5,070
		REVENUE Total		160,000	5,000	165,000	-	149,455	90.6%	(15,545)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	58,824	-	58,824	-	33,055	56.2%	(25,769)
			5000_110 - Salaries and Wages Regular Part Time	-	-	-	-	793		793
			5000_115 - Salaries and Wages Seasonal/Temporary	11,000	-	11,000	-	4,553	41.4%	(6,447)
		5100 - Overtime	5100 - Overtime	2,000	-	2,000	-	2,901	145.0%	901
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	400	-	400	-	200	50.0%	(200)
			5200_116 - Other Personnel Services Longevity Pay	500	-	500	-	250	50.0%	(250)
			5200_120 - Other Personnel Services Shift Differential	100	-	100	-	63	63.2%	(37)
			5200_130 - Other Personnel Services Allowance Taxable	500	-	500	-	500	100.0%	-
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	5,915	-	5,915	-	2,862	48.4%	(3,053)
		6025 - Furnishings	6025 - Furnishings	-	-	-	-	-		-
		6208 - Special Supplies	6208 - Special Supplies	2,000	-	2,000	-	224	11.2%	(1,776)
		6300 - Repair & Maintenance	6300_170 - Repair & Maintenance Buildings	1,500	-	1,500	-	435	29.0%	(1,065)
		6400 - Utilities	6400_125 - Utilities Telecommunications	500	-	500	-	165	32.9%	(335)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Ser	70,000	5,000	75,000	300	68,245	91.4%	(6,455)
		6530 - Rentals	6530_100 - Rentals Property	138,168	-	138,168	-	21,794	15.8%	(116,374)
		EXPENSE Total		291,407	5,000	296,407	300	136,038	46.0%	(160,069)
101-23-103-255	REVENUE	4275 - Rent & Lease	4275 - Rent & Lease	470,000	-	470,000	-	250,155	53.2%	(219,845)
		4345 - Advertising Revenues	4345 - Advertising Revenues	20,000	-	20,000	-	10,000	50.0%	(10,000)
		4375 - Recreation Fees	4375 - Recreation Fees	155,000	-	155,000	-	142,861	92.2%	(12,140)

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-23-103-255	REVENUE	4405 - Pro Shop Sales	4405_100 - Pro Shop Sales Taxable	13,000	-	13,000	-	12,013	92.4%	(987)
			4405_110 - Pro Shop Sales Non-Taxable	1,700	-	1,700	-	2,864	168.5%	1,164
		4420 - Public Skating	4420 - Public Skating	25,000	-	25,000	-	22,090	88.4%	(2,910)
	REVENUE Total			684,700	-	684,700	-	439,982	64.3%	(244,718)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	401,724	-	401,724	-	249,052	62.0%	(152,672)
			5000_115 - Salaries and Wages Seasonal/Temporary	70,000	-	70,000	-	47,651	68.1%	(22,349)
		5100 - Overtime	5100 - Overtime	15,000	-	15,000	-	11,840	78.9%	(3,160)
		5200 - Other Personnel Services	5200_110 - Other Personnel Services On-Call	-	-	-	-	378		378
			5200_115 - Other Personnel Services Other Compensation	12,000	-	12,000	-	6,461	53.8%	(5,539)
			5200_116 - Other Personnel Services Longevity Pay	500	-	500	-	250	50.0%	(250)
			5200_120 - Other Personnel Services Shift Differential	4,500	-	4,500	-	3,292	73.2%	(1,208)
			5200_130 - Other Personnel Services Allowance Taxable	4,125	-	4,125	-	4,350	105.5%	225
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	38,850	-	38,850	-	23,544	60.6%	(15,306)
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	700	-	700	475	225	100.0%	-
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	250	100	350	-	495	141.4%	145
		6206 - Custodian Supplies	6206 - Custodian Supplies	1,200	-	1,200	-	-	0.0%	(1,200)
		6208 - Special Supplies	6208 - Special Supplies	5,000	100	4,900	544	1,560	42.9%	(2,797)
		6212 - Fuel	6212_115 - Fuel Propane	100	-	100	31	69	100.0%	-
		6214 - Clothing And Uniforms	6214 - Clothing And Uniforms	300	-	300	-	-	0.0%	(300)
		6300 - Repair & Maintenance	6300_170 - Repair & Maintenance Buildings	12,000	-	12,000	4,941	6,988	99.4%	(71)
		6325 - Items For Resale	6325 - Items For Resale	2,000	-	2,000	-	430	21.5%	(1,570)
		6400 - Utilities	6400_100 - Utilities Electricity	108,000	-	108,000	-	66,466	61.5%	(41,534)
			6400_105 - Utilities Gas	39,000	-	39,000	-	18,236	46.8%	(20,764)
			6400_115 - Utilities Water/Wastewater	19,000	-	19,000	-	7,863	41.4%	(11,137)
			6400_125 - Utilities Telecommunications	1,800	-	1,800	-	697	38.7%	(1,103)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Ser	10,000	200	10,200	-	10,200	100.0%	-
		6700 - Travel & Training	6700_105 - Travel & Training Special Training	-	-	-	-	725		725
			6700_115 - Travel & Training Mileage	300	-	300	-	44	14.6%	(256)
		6800 - Fees for Services	6800_140 - Fees for Services Hospitality Expense	-	-	-	-	52		52
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	2,526	-	2,526	68	475	21.5%	(1,983)
		7303 - Regulatory and Bank Fees	7303 - Regulatory and Bank Fees	-	-	-	-	-		-
		6216 - Oil & Grease & Antifreeze	6216 - Oil & Grease & Antifreeze	2,000	-	2,000	-	-	0.0%	(2,000)
		6625 - Equipment Maintenance Repairs	6625 - Equipment Maintenance Repairs	25,000	-	25,000	1,944	9,868	47.3%	(13,187)
	EXPENSE Total			775,875	200	776,075	8,002	471,210	61.7%	(296,862)
101-23-103-259	REVENUE	4275 - Rent & Lease	4275 - Rent & Lease	96,000	-	96,000	-	73,094	76.1%	(22,906)
		4375 - Recreation Fees	4375 - Recreation Fees	50,000	-	50,000	-	25,910	51.8%	(24,091)
	REVENUE Total			146,000	-	146,000	-	99,003	67.8%	(46,997)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	-	-	-	-	2,327		2,327
			5000_110 - Salaries and Wages Regular Part Time	25,871	-	25,871	-	13,017	50.3%	(12,854)
			5000_115 - Salaries and Wages Seasonal/Temporary	20,000	-	20,000	-	10,197	51.0%	(9,803)
		5100 - Overtime	5100 - Overtime	300	-	300	-	170	56.6%	(130)
		5200 - Other Personnel Services	5200_106 - Other Personnel Services Staffing	1,500	-	1,500	-	312	20.8%	(1,188)
			5200_115 - Other Personnel Services Other Compensation	1,000	-	1,000	-	680	68.0%	(320)
			5200_120 - Other Personnel Services Shift Differential	1,000	-	1,000	-	578	57.8%	(422)
			5200_125 - Other Personnel Services Taxable Reimburseme	200	-	200	-	-	0.0%	(200)
			5200_130 - Other Personnel Services Allowance Taxable	225	-	225	-	213	94.4%	(13)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	3,832	-	3,832	-	1,712	44.7%	(2,120)
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	500	-	500	-	-	0.0%	(500)
		6206 - Custodian Supplies	6206 - Custodian Supplies	500	-	500	150	-	30.0%	(350)
		6208 - Special Supplies	6208 - Special Supplies	2,000	-	2,000	425	778	60.1%	(797)
		6300 - Repair & Maintenance	6300_170 - Repair & Maintenance Buildings	3,000	-	3,000	57	2,104	72.0%	(839)
		6400 - Utilities	6400_100 - Utilities Electricity	17,000	-	17,000	-	9,285	54.6%	(7,715)
			6400_105 - Utilities Gas	10,500	-	10,500	-	4,231	40.3%	(6,269)
			6400_115 - Utilities Water/Wastewater	3,000	-	3,000	-	1,497	49.9%	(1,503)
			6400_125 - Utilities Telecommunications	400	-	400	-	165	41.2%	(235)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Ser	12,000	200	11,800	669	9,984	90.3%	(1,148)
		6625 - Equipment Maintenance Repairs	6625 - Equipment Maintenance Repairs	1,500	-	1,500	1	524	35.0%	(975)
	EXPENSE Total			104,328	200	104,128	1,302	57,772	56.7%	(45,054)

Budget Manager	(All)	BCA - City of Burlington, VT Unaudited Financial Statement									
Fund	101 - General Fund										
Department	27 - Burlington City	January 31, 2024									
Division	(All)										
Department Head	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~									
Program	(All)					Amended Budget		YTD Transactions	% of Budget Used		
Sub-program	(All)		Overall BCA Revenues			\$ 1,898,770		\$ 876,586	46.17%		
			Overall BCA Expenses			\$ 3,388,752		\$ 1,658,576	48.94%		
Values											
Org Set	Account Type	Rollup	Account #	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget	
101-27-000-000	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	552,132	-	552,132	-	298,947	54.1%	(253,185)	
			5000_115 - Salaries and Wages Seasonal/Temporary	-	26,000	26,000	-	3,776	14.5%	(22,224)	
			5000_900 - Salaries and Wages Attrition/reorganization	75,000	16,000	59,000	-	-	0.0%	(59,000)	
		5100 - Overtime	5100 - Overtime	1,000	-	1,000	-	2,016	201.6%	1,016	
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Other Compensation	2,800	-	2,800	-	1,200	42.9%	(1,600)	
			5200_120 - Other Personnel Services Shift Differential	-	-	-	-	-			
			5200_130 - Other Personnel Services Allowance Taxable	1,000	-	1,000	-	1,427	142.7%	427	
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	42,605	-	42,605	-	22,079	51.8%	(20,526)	
			5400_115 - Employee Benefits Retirement B	110,533	-	110,533	-	64,478	58.3%	(46,055)	
			5400_120 - Employee Benefits Workers Compensation	38,529	-	38,529	-	22,218	57.7%	(16,311)	
			5400_125 - Employee Benefits Health Insurance	239,380	-	239,380	-	139,636	58.3%	(99,744)	
			5400_130 - Employee Benefits Dental Insurance	14,201	-	14,201	-	8,281	58.3%	(5,920)	
			5400_135 - Employee Benefits Life Insurance	3,268	-	3,268	-	1,904	58.3%	(1,364)	
			5400_145 - Employee Benefits Employee Parking	2,580	-	2,580	-	1,760	68.2%	(820)	
			5400_150 - Employee Benefits Recognition	1,000	-	1,000	-	766	76.6%	(234)	
		6000 - Office Supplies	6000 - Office Supplies	5,000	-	5,000	266	3,468	74.7%	(1,266)	
		6005 - Postage	6005 - Postage	4,000	-	4,000	-	2,711	67.8%	(1,289)	
		6010 - Computer Equipment	6010 - Computer Equipment	300	-	300	-	108	36.1%	(192)	
		6025 - Furnishings	6025 - Furnishings	-	1,500	1,500	-	1,502	100.1%	2	
		6200 - Medical Fees And Supplies	6200 - Medical Fees And Supplies	1,000	-	1,000	320	180	50.0%	(500)	
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	71,025	1,000	70,025	2,518	41,558	62.9%	(25,949)	
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	1,100	-	1,100	-	1,173	106.6%	73	
		6208 - Special Supplies	6208 - Special Supplies	5,000	-	5,000	317	3,621	78.8%	(1,061)	
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	113,355	9,000	122,355	1,633	74,342	62.1%	(46,380)	
		6400 - Utilities	6400_100 - Utilities Electricity	12,000	-	12,000	-	7,000	58.3%	(5,000)	
			6400_125 - Utilities Telecommunications	6,800	-	6,800	-	3,802	55.9%	(2,998)	
			6400_127 - Utilities Cellular Communications	1,920	-	1,920	-	882	45.9%	(1,038)	
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Serv	12,000	8,000	20,000	1,798	15,692	87.4%	(2,510)	
		6700 - Travel & Training	6700_105 - Travel & Training Special Training	-	200	200	-	200	100.0%		
			6700_110 - Travel & Training Travel Expense	500	770	1,270	-	769	60.6%	(501)	
			6700_100 - Travel & Training Education	500	-	500	-	125	25.1%	(375)	
		6800 - Fees for Services	6800_140 - Fees for Services Hospitality Expense	500	-	500	-	117	23.5%	(383)	
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	2,200	-	2,200	175	957	51.5%	(1,068)	
		7303 - Regulatory and Bank Fees	7303 - Regulatory and Bank Fees	-	-	-	-	3		3	
		9500 - Capital Outlay	9500_170 - Capital Outlay Building Improvements	-	-	-	-	-			
		7000 - Bad Debt Expense	7000 - Bad Debt Expense	-	-	-	-	480		480	
		6017 - Computer Licensing and Maint.	6017 - Computer Licensing and Maint.	-	-	-	-	37		37	
		6327 - Customer Credits & Refunds	6327 - Customer Credits & Refunds	1,000	-	1,000	-	-	0.0%	(1,000)	
	EXPENSE Total			1,172,228	60,470	1,232,698	7,028	727,216	59.6%	(498,454)	
101-27-000-051	REVENUE	4330 - Foundations	4330 - Foundations	125,000	-	125,000	-	85,000	68.0%	(40,000)	
		4875 - Grants	4875_140 - Grants State Operating	123,100	-	123,100	-	10,974	8.9%	(112,126)	
			4875_100 - Grants Federal Operating Direct	25,000	-	25,000	-	25,000	100.0%		
		4950 - Donations	4950_130 - Donations Special Events	65,000	8,970	73,970	-	78,250	105.8%	4,280	
			4950_123 - Donations General	33,000	-	33,000	-	17,245	52.3%	(15,755)	
			4950_115 - Donations Corporate	323,500	-	323,500	-	177,898	55.0%	(145,602)	
			4950_120 - Donations Board	100,000	-	100,000	-	6,955	7.0%	(93,045)	
			4950_125 - Donations Major Gifts	262,500	-	262,500	-	51,717	19.7%	(210,783)	
	REVENUE Total			1,057,100	8,970	1,066,070	-	453,039	42%	(613,031)	
101-27-175	REVENUE	4275 - Rent & Lease	4275 - Rent & Lease	23,000	-	23,000	-	19,810	86.1%	(3,190)	
		4395 - Art Sales	4395 - Art Sales	50,000	-	50,000	-	18,681	37.4%	(31,319)	
		4397 - Class Registration	4397 - Class Registration	5,000	-	5,000	-	6,715	134.3%	1,715	
	REVENUE Total			121,800	-	121,800	-	54,657	44.9%	(67,143)	
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	257,879	-	257,879	-	146,466	56.8%	(111,413)	
			5000_115 - Salaries and Wages Seasonal/Temporary	78,150	-	78,150	-	53,222	68.1%	(24,928)	

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-27-175	EXPENSE	5100 - Overtime	5100 - Overtime	4,000	-	4,000	-	1,644	41.1%	(2,356)
		5200 - Other Personnel Services	5200_106 - Other Personnel Services Staffing	-	-	-	-	35		35
			5200_115 - Other Personnel Services Other Compensation	1,600	-	1,600	-	600	37.5%	(1,000)
			5200_116 - Other Personnel Services Longevity Pay	-	-	-	-	250		250
			5200_120 - Other Personnel Services Shift Differential	-	-	-	-	-		-
			5200_130 - Other Personnel Services Allowance Taxable	1,000	-	1,000	-	1,794	179.4%	794
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	26,211	-	26,211	-	15,053	57.4%	(11,158)
			5400_150 - Employee Benefits Recognition	-	-	-	-	-		-
		6010 - Computer Equipment	6010 - Computer Equipment	500	-	500	-	95	19.0%	(405)
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	1,500	-	1,500	-	906	60.4%	(594)
		6208 - Special Supplies	6208 - Special Supplies	11,500	-	11,500	522	5,600	53.2%	(5,378)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Serv	17,750	-	17,750	787	4,723	22.2%	(13,814)
		6530 - Rentals	6530_125 - Rentals Vehicle	2,000	-	2,000	-	-	0.0%	(2,000)
		6700 - Travel & Training	6700_110 - Travel & Training Travel Expense	7,500	-	7,500	59	1,353	18.8%	(6,088)
		6800 - Fees for Services	6800_140 - Fees for Services Hospitality Expense	8,000	-	8,000	1,310	272	19.8%	(6,418)
		7303 - Regulatory and Bank Fees	7303_100 - Regulatory and Bank Fees Gateway/Third Party F	-	-	-	-	396		396
		7730 - Scholarships	7730 - Scholarships	4,000	-	4,000	-	-	0.0%	(4,000)
		6007 - Shipping and Moving	6007 - Shipping and Moving	14,000	-	14,000	3,500	1,534	36.0%	(8,966)
		6294 - Donations	6294 - Donations	-	-	-	-	-		-
		6510 - Artist Services	6510_100 - Artist Services non-salaried compensation	51,500	-	51,500	4,550	15,750	39.4%	(31,200)
			6510_110 - Artist Services commissions	18,000	-	18,000	2,500	15,500	100.0%	-
			6510_120 - Artist Services consignments	45,000	-	45,000	150	11,972	26.9%	(32,878)
			6510_130 - Artist Services reimbursements	2,500	-	2,500	465	671	45.4%	(1,364)
101-27-175 Total				-430790	0	-430790	-12268.48	-223177.71	54.7%	\$ (195,343.81)
101-27-176-058	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	-	-	-	-	-		-
	REVENUE	4275 - Rent & Lease	4275 - Rent & Lease	50,000	-	50,000	-	51,590	103.2%	1,590
		4600 - Fees For Services	4600_120 - Fees For Services Culture & Recreation	-	-	-	-	-		-
		4395 - Art Sales	4395 - Art Sales	15,000	-	15,000	-	9,482	63.2%	(5,518)
		4397 - Class Registration	4397 - Class Registration	255,000	-	255,000	-	207,346	81.3%	(47,654)
	REVENUE Total			320,000	-	320,000	-	268,417	83.9%	(51,583)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	139,549	-	139,549	-	152,100	109.0%	12,551
			5000_110 - Salaries and Wages Regular Part Time	130,151	-	130,151	-	-	0.0%	(130,151)
			5000_115 - Salaries and Wages Seasonal/Temporary	182,000	-	182,000	-	111,609	61.3%	(70,391)
		5100 - Overtime	5100 - Overtime	-	-	-	-	127		127
		5200 - Other Personnel Services	5200_106 - Other Personnel Services Staffing	-	-	-	-	2,057		2,057
			5200_115 - Other Personnel Services Other Compensation	-	-	-	-	1,490		1,490
			5200_120 - Other Personnel Services Shift Differential	-	-	-	-	-		-
			5200_130 - Other Personnel Services Allowance Taxable	-	-	-	-	2,531		2,531
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	34,555	-	34,555	-	20,034	58.0%	(14,521)
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	2,500	-	2,500	-	2,388	95.5%	(112)
		6208 - Special Supplies	6208 - Special Supplies	52,000	-	52,000	15,028	34,110	94.5%	(2,862)
		6300 - Repair & Maintenance	6300 - Repair & Maintenance	-	226	226	-	226	100.0%	-
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Serv	7,000	1,726	5,274	750	4,884	106.8%	360
		7730 - Scholarships	7730 - Scholarships	67,500	-	67,500	-	26,994	40.0%	(40,506)
	EXPENSE Total			627,755	1,500	626,255	15,778	362,666	60.4%	(247,811)
101-27-177	REVENUE	4275 - Rent & Lease	4275 - Rent & Lease	26,400	-	26,400	-	27,430	103.9%	1,030
		4295 - Parking Fees	4295 - Parking Fees	-	15,000	15,000	-	-	0.0%	(15,000)
		4950 - Donations	4950_115 - Donations Corporate	-	60,000	60,000	-	-	0.0%	(60,000)
		4990 - Interfund Transfer Proceeds	4990_100 - Interfund Transfer Proceeds General Fund	-	30,000	30,000	-	-	0.0%	(30,000)
			4990_120 - Interfund Transfer Proceeds ARPA	-	120,000	120,000	-	-	0.0%	(120,000)
		4395 - Art Sales	4395 - Art Sales	-	60,000	60,000	-	-	0.0%	(60,000)
		4387 - Admissions	4387 - Admissions	52,500	-	52,500	-	73,043	139.1%	20,543
		4465 - Rent Grounds	4465 - Rent Grounds	-	15,000	15,000	-	-	0.0%	(15,000)
	REVENUE Total			78,900	300,000	378,900	-	100,473	26.5%	(278,427)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	202,599	-	202,599	-	114,670	56.6%	(87,929)
			5000_115 - Salaries and Wages Seasonal/Temporary	48,341	28,000	76,341	-	37,127	48.6%	(39,214)
		5100 - Overtime	5100 - Overtime	6,000	4,000	10,000	-	6,409	64.1%	(3,591)
		5200 - Other Personnel Services	5200_110 - Other Personnel Services On-Call	600	-	600	-	504	84.0%	(96)
			5200_115 - Other Personnel Services Other Compensation	-	-	-	-	550		550
			5200_120 - Other Personnel Services Shift Differential	-	-	-	-	-		-
			5200_130 - Other Personnel Services Allowance Taxable	1,500	-	1,500	-	1,388	92.6%	(112)

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget
				Adopted Budget	Budget Amendments	Amended Budget				
101-27-177	EXPENSE	5400 - Employee Benefits	5400_100 - Employee Benefits FICA	19,817	-	19,817	-	11,927	60.2%	(7,890)
			5400_150 - Employee Benefits Recognition	-	-	-	-	-		-
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	-	538	538	-	221	41.1%	(317)
		6208 - Special Supplies	6208 - Special Supplies	12,000	60,962	72,962	-	27,809	38.1%	(45,153)
		6211 - Specialized Equipment	6211 - Specialized Equipment	15,000	9,000	24,000	-	12,017	50.1%	(11,983)
		6212 - Fuel	6212 - Fuel	-	100	100	-	56	56.4%	(44)
		6500 - Professional and Consultant Svs	6500_103 - Professional and Consultant Svs Security Contrac	-	17,630	17,630	-	10,239	58.1%	(7,391)
			6500_118 - Professional and Consultant Svs Contractual Serv	198,575	133,770	332,345	12,000	153,583	49.8%	(166,762)
		6530 - Rentals	6530_125 - Rentals Vehicle	4,000	2,000	2,000	-	824	41.2%	(1,176)
		6700 - Travel & Training	6700_140 - Travel & Training Airfare	-	-	-	-	-		-
		6800 - Fees for Services	6800_140 - Fees for Services Hospitality Expense	20,000	2,000	18,000	1,444	15,921	80.4%	(3,523)
		6510 - Artist Services	6510_100 - Artist Services non-salaried compensation	194,850	3,000	191,850	-	157,855	82.3%	(33,995)
			6510_130 - Artist Services reimbursements	-	3,000	3,000	-	2,927	97.6%	(73)
	EXPENSE Total			723,282	250,000	973,282	10,556	554,029	58.0%	(408,697)
101-27-178	REVENUE	4600 - Fees For Services	4600_120 - Fees For Services Culture & Recreation	12,000	-	12,000	-	-	0.0%	(12,000)
	REVENUE Total			12,000	-	12,000	-	-	0.0%	(12,000)
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, Full Time	69,061	-	69,061	-	31,708	45.9%	(37,353)
			5000_115 - Salaries and Wages Seasonal/Temporary	5,000	-	5,000	-	-	0.0%	(5,000)
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	5,666	-	5,666	-	2,236	39.5%	(3,430)
		6208 - Special Supplies	6208 - Special Supplies	4,000	-	4,000	-	-	0.0%	(4,000)
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant Svs Contractual Serv	24,000	-	24,000	900	16,450	72.3%	(6,650)
		6800 - Fees for Services	6800_140 - Fees for Services Hospitality Expense	500	-	500	-	-	0.0%	(500)
		6510 - Artist Services	6510_110 - Artist Services commissions	-	-	-	-	-		-
	EXPENSE Total			108,227	-	108,227	900	50,394	47.4%	(56,933)
101-27-179	EXPENSE	6510 - Artist Services	6510_100 - Artist Services non-salaried compensation	17,500	-	17,500	5,975	9,511	88.5%	(2,014)
	EXPENSE Total			17,500	-	17,500	5,975	9,511	88.5%	(2,014)

Department Head	(All)	CEDO GF - City of Burlington, VT Unaudited Financial Statement									
Budget Manager	(All)										
Fund	101 - General Fun	January 31, 2024									
Department	38 - CEDO Genera										
Division	(All)	~ Expected YTD collections/expenditures are 58.33% of total Budget. ~									
Program	(All)						Amended Budget	YTD Transactions	% Budget Used		
Sub-program	(All)	CEDO GF Revenues					\$ 522,101	\$ 109,128	20.9%		
		CEDO GF Expenses					\$ 1,481,738	\$ 643,990	43.5%		
		Values									
Org Set	Account Type	Rollup	Account #	Adopted Budget	Budget Amendments	Amended Budget	YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget	
101-38-000-000	REVENUE	4275 - Rent & Lease	4275 - Rent & Lease	48,506	-	48,506	-	49,911	102.9%	1,405	
		4535 - Misc Rev	4535 - Misc Rev	113,792	-	113,792	-	15,000	13.2%	(98,792)	
		4725 - Use of Assigned Fund Balance	4725_109 - Use of Assigned Fund Balance	100,000	-	100,000	-	-	0.0%	(100,000)	
			4990_115 - Interfund Transfer Proceeds R	-	-	-	-	44,217		44,217	
	REVENUE Total			262,298	-	262,298	-	109,128	41.6%	(153,170)	
	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, F	591,575	-	591,575	-	313,727	53.0%	(277,848)	
			5000_105 - Salaries and Wages Limited Se	3,081	-	3,081	-	-	0.0%	(3,081)	
			5000_115 - Salaries and Wages Seasonal/	-	-	-	-	-		-	
			5000_900 - Salaries and Wages Attrition/	75,000	-	75,000	-	-	0.0%	(75,000)	
		5100 - Overtime	5100 - Overtime	-	-	-	-	308		308	
		5200 - Other Personnel Services	5200_115 - Other Personnel Services Othe	2,836	-	2,836	-	879	31.0%	(1,957)	
			5200_116 - Other Personnel Services Long	25	-	25	-	173	690.3%	148	
			5200_130 - Other Personnel Services Allo	1,936	-	1,936	-	1,850	95.6%	(86)	
		5400 - Employee Benefits	5400_100 - Employee Benefits FICA	45,858	-	45,858	-	23,013	50.2%	(22,845)	
			5400_115 - Employee Benefits Retirement	48,387	-	48,387	-	28,226	58.3%	(20,161)	
			5400_120 - Employee Benefits Workers Co	6,382	-	6,382	-	3,723	58.3%	(2,659)	
			5400_125 - Employee Benefits Health Insu	81,648	-	81,648	-	52,544	64.4%	(29,104)	
			5400_130 - Employee Benefits Dental Insu	4,833	-	4,833	-	3,056	63.2%	(1,777)	
			5400_135 - Employee Benefits Life Insura	1,314	-	1,314	-	723	55.1%	(591)	
			5400_145 - Employee Benefits Employee I	3,154	-	3,154	-	734	23.3%	(2,420)	
			5400_150 - Employee Benefits Recognitio	3,500	115	3,615	-	708	19.6%	(2,907)	
		6000 - Office Supplies	6000 - Office Supplies	3,000	-	3,000	18	1,187	40.2%	(1,795)	
		6005 - Postage	6005 - Postage	250	-	250	-	12	4.8%	(238)	
		6010 - Computer Equipment	6010 - Computer Equipment	-	-	-	-	20		20	
		6025 - Furnishings	6025 - Furnishings	1,200	987	213	-	-	0.0%	(213)	
		6200 - Medical Fees And Supplies	6200_105 - Medical Fees And Supplies Me	300	472	772	-	354	45.9%	(418)	
		6202 - Printing/Copying/Paper Mgt	6202 - Printing/Copying/Paper Mgt	3,000	-	3,000	-	-	0.0%	(3,000)	
		6203 - Dues/Subscriptions	6203 - Dues/Subscriptions	3,400	-	3,400	-	1,355	39.8%	(2,045)	
		6208 - Special Supplies	6208 - Special Supplies	-	900	900	-	421	46.8%	(479)	
		6350 - Legal Notice & Advertising	6350 - Legal Notice & Advertising	100	-	100	-	-	0.0%	(100)	
		6400 - Utilities	6400_115 - Utilities Water/Wastewater	820	-	820	-	614	74.9%	(206)	
			6400_125 - Utilities Telecommunications	2,640	500	2,140	-	465	21.8%	(1,675)	
			6400_127 - Utilities Cellular Communicati	2,600	-	2,600	-	1,210	46.5%	(1,390)	
		6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant S	52,808	-	52,808	2,944	200	6.0%	(49,665)	
			6500_112 - Professional and Consultant S	5,000	-	5,000	-	-	0.0%	(5,000)	
			6500_126 - Professional and Consultant S	100,000	-	100,000	-	-	0.0%	(100,000)	
		6700 - Travel & Training	6700_105 - Travel & Training Special Train	2,400	150	2,250	-	-	0.0%	(2,250)	
			6700_110 - Travel & Training Travel Exper	3,052	-	3,052	-	-	0.0%	(3,052)	
			6700_115 - Travel & Training Mileage	200	-	200	-	-	0.0%	(200)	
			6700_100 - Travel & Training Education	4,800	-	4,800	190	-	4.0%	(4,610)	
		6800 - Fees for Services	6800_140 - Fees for Services Hospitality E	-	150	150	-	70	46.8%	(80)	
		7200 - Capital Leases	7200_115 - Capital Leases Equipment	1,000	-	1,000	165	896	106.1%	61	
		7900 - Interfund Transfer	7900_136 - Interfund Transfer To CJC	121,542	-	121,542	-	70,903	58.3%	(50,639)	
		7702 - Program Delivery - Other	7702 - Program Delivery - Other	-	-	-	-	-		-	
	EXPENSE Total			1,027,641	-	1,027,641	3,317	507,372	49.7%	(516,952)	
101-38-000-301	EXPENSE	5000 - Salaries and Wages	5000_100 - Salaries and Wages Regular, F	86,360	-	86,360	-	49,371	57.2%	(36,989)	
			5000_115 - Salaries and Wages Seasonal/	21,840	-	21,840	-	3,628	16.6%	(18,212)	

Org Set	Account Type	Rollup	Account #	Values			YTD Encumbrances	YTD Transactions	% of Budget used	Over/(Under) Budget		
				Adopted Budget	Budget Amendments	Amended Budget						
101-38-000-301	EXPENSE	5400 - Employee Benefits	5400_100 - Employee Benefits FICA	8,340	-	8,340	-	4,023	48.2%	(4,317)		
			5400_115 - Employee Benefits Retirement	7,064	-	7,064	-	4,121	58.3%	(2,943)		
			5400_120 - Employee Benefits Workers C	872	-	872	-	509	58.3%	(363)		
			5400_125 - Employee Benefits Health Insu	26,433	-	26,433	-	15,216	57.6%	(11,217)		
			5400_130 - Employee Benefits Dental Insu	1,216	-	1,216	-	702	57.8%	(514)		
			5400_135 - Employee Benefits Life Insurai	173	-	173	-	107	62.1%	(66)		
			5400_145 - Employee Benefits Employee I	989	-	989	-	151	15.3%	(838)		
		6000 - Office Supplies	6000 - Office Supplies	60	-	60	-	-	0.0%	(60)		
			6005 - Postage	50	-	50	-	-	0.0%	(50)		
			6200 - Medical Fees And Supplies	-	-	-	-	-	-	-		
			6202 - Printing/Copying/Paper Mgt	550	-	550	-	-	0.0%	(550)		
			6203 - Dues/Subscriptions	2,000	-	2,000	-	-	0.0%	(2,000)		
			6246 - Outreach	25,000	-	25,000	-	2,853	11.4%	(22,147)		
			6400 - Utilities	1,000	-	1,000	-	263	26.3%	(737)		
		6500 - Professional and Consultant Svs	6500_148 - Professional and Consultant S	1,000	-	1,000	-	-	0.0%	(1,000)		
			7702 - Program Delivery - Other	-	-	-	-	-	-	-		
		6244 - NPA Support	6244 - NPA Support	24,000	-	24,000	-	1,438	6.0%	(22,562)		
			EXPENSE Total	207,771	-	207,771	-	82,882	39.9%	(124,889)		
		101-38-000-385	EXPENSE	4990 - Interfund Transfer Proceeds	4990_120 - Interfund Transfer Proceeds A	259,803	-	259,803	-	-	0.0%	(259,803)
					5000_100 - Salaries and Wages Regular, F	-	-	-	-	239	-	239
				5200 - Other Personnel Services	5000_115 - Salaries and Wages Seasonal/	76,440	-	76,440	-	37,046	48.5%	(39,395)
					5200_115 - Other Personnel Services Othe	-	-	-	-	-	-	-
				5400 - Employee Benefits	5400_100 - Employee Benefits FICA	5,848	-	5,848	-	2,702	46.2%	(3,146)
					5400_115 - Employee Benefits Retirement	-	-	-	-	-	-	-
5400_120 - Employee Benefits Workers C	742			-	742	-	433	58.3%	(309)			
5400_125 - Employee Benefits Health Insu	-			-	-	-	-	-	-			
5400_130 - Employee Benefits Dental Insu	-			-	-	-	-	-	-			
5400_135 - Employee Benefits Life Insurai	-			-	-	-	9	-	9			
5400_145 - Employee Benefits Employee I	576			-	576	-	9	1.6%	(567)			
6000 - Office Supplies	800			700	100	-	-	0.0%	(100)			
6010 - Computer Equipment	-			-	-	-	276	-	276			
6203 - Dues/Subscriptions	348			-	348	-	-	0.0%	(348)			
6208 - Special Supplies	-			1,200	1,200	-	45	3.7%	(1,155)			
6246 - Outreach	3,000			-	3,000	-	1,578	52.6%	(1,422)			
6400 - Utilities	-			1,050	1,050	-	1,496	142.5%	446			
6400_127 - Utilities Cellular Communicati	-			450	450	-	240	53.2%	(210)			
6500 - Professional and Consultant Svs	6500_118 - Professional and Consultant S			-	9,500	9,500	-	-	0.0%	(9,500)		
	6500_148 - Professional and Consultant S			88,850	-	88,850	10,477	9,623	22.6%	(68,750)		
6800 - Fees for Services	-			1,000	1,000	-	58	5.8%	(942)			
6015 - Computer Software	1,000			800	200	-	-	0.0%	(200)			
7702 - Program Delivery - Other	68,722			11,700	57,022	7,650	-	13.4%	(49,372)			
EXPENSE Total				246,326	-	246,326	18,127	53,736	29.2%	(174,463)		
Grand Total		959,637	-	959,637	21,443	536,628	58.2%	(401,565)				