



City Council Meeting

Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

5:30 pm, Contois Auditorium OR Remotely via ZOOM:

Please click the link below to join the webinar:

<https://zoom.us/j/92511527405>

Or Telephone: +1 305 224 1968 US

Webinar ID: 925 1152 7405

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

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

To participate in Public Forum via ZOOM sign up here:

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

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

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

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda as follows: add to the consent agenda item 6.51. Communication: Mary Gade, re: Neighborhood Code; add to the consent agenda item 6.52. Communication: Michael Long, re: Neighborhood Code: Send It Back to the Drawing Board; add to the consent agenda item 6.53. Communication: Kason Hudman, re: Support for Neighborhood Code Change; add to the consent agenda item 6.54. Communication: Evan Gould, re: Neighborhood Code Support Petition; add to the consent agenda item 6.55. Communication: Ry Sherman, re: Please Pass the Neighborhood Code on Monday!; add to the consent agenda item 6.56. Communication: Jak Tiano, re: Assessment of and Support for the Neighborhood Code; add to the

consent agenda item 6.57. Communication: Jake Twarog, re; Fwd: Neighborhood Code Must Pass!; add to the consent agenda item 6.58. Communication: Colin Larsen, re; 3/25 Comments: Support the Neighborhood Code; add to the consent agenda item 6.59. Communication: Midori Little, re: Please pass the Neighborhood Code for a sustainable future in Vermont; add to the consent agenda item 6.60. Communication: Benjamin Cooley, re: Please pass Neighborhood Code; add to the consent agenda item 6.61. Communication: Ashley Dembinski, re: Support for Neighborhood Code; add to the consent agenda item 6.62. Communication: Chris Yuen, re: In support of Neighborhood Code; add to the consent agenda item 6.63. Communication: Tim Stevens, re: Support for Neighborhood Code; add to the consent agenda item 6.64. Communication: Evan Gould, re: Support for the Neighborhood Code (Responses) - Form Responses 1-2.pdf; add to the consent agenda item 6.65. Communication: Paul Bierman, re: Petition with 303 signatures to send Neighborhood Code back to Committee for refinement; remove on 7.7. Ordinance: Comprehensive Development Ordinance ZA-24-02 Neighborhood Code, Part 1 ZA-24-02 Amendment 1,2,5 V 2_for CCPH 2 on 032524 (per Councilor Traverse, per Council President Paul)

2. Presentation: Sister City Relationships (30 mins.) **5:30 pm - 6:00 pm**

Subject	2.1. Creation Of A Sister City Relationship Between The City Of Burlington Vermont And Thies East Senegal (15 mins.)
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	2. Presentation: Sister City Relationships (30 mins.) **5:30 pm - 6:00 pm**
Department	Council and Board
Type	Presentation
Subject	2.2. Establishing A Sister City Relationship With The Kuyalnick Community Of Ukraine (15 mins.)
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	2. Presentation: Sister City Relationships (30 mins.) **5:30 pm - 6:00 pm**
Department	Council and Board
Type	Presentation

3. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**

Subject	3.1. Verbal Comments
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	3. Public Forum: Time Certain: 6:30 pm **See above for signup instructions**
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

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

Subject	4.1. Verbal reports
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	4. Climate Emergency Reports (5 - 10 mins.)
Department	Council and Board
Type	Information

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

Subject	5.1. Verbal reports
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	5. Public Health & Safety Emergency Updates (5-10 mins.)
Department	Council and Board
Type	Information

6. Consent Agenda

Subject	6.1. Motion to adopt the consent agenda (as amended) and take the actions indicated
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. 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	6.2. Communication: C/T Office, re: Accountability List
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information

Recommended Action waive the reading, accept the communication and place it on file

Subject	6.3. Communication: R. Marcus West, re: "Smart Enough" Women In Politics And Test Of Cognitive Function
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Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.4. Communication: Solveig Overby, Burlington, Ward 2, re: Public Forum, City Council Meeting, 3/11/2024
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.5. Communication: Caryn Long, re: Neighborhood Code in Action
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.6. Lakeside Neighborhood Letter
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.7. Communication: Kathleen, re: Abusive surveillance cameras

Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.8. Communication: Kathy & Bill Neilsen; Amy Demarest & Fred Magdoff, re: Please add to your records - Neighborhood Code document
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.9. Parking Facilities Fund FY'24 Budget Amendment for Credit Card Service Charges - DPW
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve the attached FY'24 Parking Facilities Fund budget amendment dated March 18, 2024
Subject	6.10. 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
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	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

Subject

6.11. CY24 Paving Contract - DPW

Meeting

March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category

6. Consent Agenda

Department

Public Works Department

Type

Action (Consent)

Recommended Action

1. 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. 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

6.12. Contract Renewal for Continuing Engagement with Burlington Telecom - I&T

Meeting

March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category

6. Consent Agenda

Department

Innovation & Technology

Type

Action (Consent)

Recommended Action

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

Subject

6.13. Contract for UKG Payroll and Human Resources Software - HR/I&T

Meeting

March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category

6. Consent Agenda

Department

Human Resources

Type

Action (Consent)

Recommended Action

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

Subject	6.14. Contract for TylerTech FireCAD Cloud Migration - Fire/I&T
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Fire Department
Type	Action (Consent)
Recommended Action	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
Subject	6.15. Conservation Legacy Fund Request - Open Space Plan Re-Write - DPI
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Permitting & Inspections
Type	Action (Consent)
Recommended Action	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
Subject	6.16. Authorization for a Budget Amendment for Emergency Phase of Sewer Siphon Break Response - DPW - Water Resources
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)
Recommended Action	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.
Subject	6.17. Champlain St Park Renovations, Contract Amendments - BPRW
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Parks, Recreation, & Waterfront

Type	Action (Consent)
Recommended Action	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
Subject	6.18. Conservation Legacy Fund Discussion - Arms Park Connection to Greenway - BPRW
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	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
Subject	6.19. Request to Execute a Contract and Property Use Agreement with Friends of the FRAME - CEDO
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	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
Subject	6.20. Indoor And Outdoor Entertainment Permit Renewals (2024-2025): see attached list
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office

Type	Action (Consent)
Recommended Action	approve the 2024-2025 Indoor and Outdoor Entertainment Permit Renewals as listed with all standard conditions
Subject	6.21. Special Event Outdoor Entertainment Permti Application (three days only): BCA, City's eclipse event, April 6 - 8, 2024, Various Hours and Locations
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the three day only special event outdoor entertainment permit application for BCA, City's eclipse event, April 6 -- 8, 2024, Various Hours and Locations
Subject	6.22. Special Event Indoor and Outdoor Entertainment Permit Application (two days only): Zero Gravity, 716 Pine Street, May 25-26, 2024
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the two day only special event indoor and outdoor entertainment permit application for Zero Gravity, 716 Pine Street, May 25 - 26, 2024
Subject	6.23. Tobacco License and Tobacco Substitute Endorsement Renewals (2024-2025): see attached list
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent)
Recommended Action	approve the 2024-2025 Tobacco License and Tobacco Substitute Endorsement Renewals as listed
Subject	6.24. Assessor's office final grand list reports - City Assessor
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Assessor's Office

Type	Action (Consent) Information
Recommended Action	that the City Council approve the corrections as presented
Subject	6.25. Communication: Richard Single, re: Neighborhood Code & UVM-MOU need to be considered jointly
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.26. Communication: Sharon Bushor, re: Neighborhood Code
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.27. Communication: Michael Long, re: Neighborhood Code: Please Return to Committee for Necessary Revisions
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.28. Communication: Tom & Diane Freiheit, re: Neighborhood Code to be sent back to committee
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda

Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.29. Communication: Ashton MacKenzie, re: In support of the Neighborhood Code
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.30. Communication: Jason Van Driesche, re: support the Neighborhood Code
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.31. Communication: Caryn Long, re: Save Our Neighborhoods
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.32. Communication: Kate Kruesi, re: Please support the Neighborhood Code as proposed
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.33. Communication: Lorinda Button, re: Neighborhood Code - vote yes!
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.34. Communication: Paul Bierman, re: Petition
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.35. CityPlace Burlington - Encumbrance Application - Bank and Cherry Street Right-of-Way - DPW
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and authorize the Second Amendment to the Construction Encumbrance License Agreement between the City and CityPlace Partners, dated October 2022, requesting to extend the term date to expire April 1, 2025, and to further recommend that the City Council authorize the Mayor to enter into a Second Amendment of the License Agreement with the Applicant for use of the right-of-way outlined in Attachment E, subject to review by the City Attorney's Office

Subject	6.36. Request to Execute a Contract with Utile for the South End Coordinated Redevelopment Public Realm Design - CEDO
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	to approve and authorize the Director of the Community & Economic Development Office to execute the contract with Utile for the design of the public realm elements of the South End Coordinated Redevelopment, with a cost up to \$133,000 subject to final review and approval by the City Attorney's Office
Subject	6.37. Department of Public Works - Main Street and Winooski Ave Parking Lot - Encumbrance Permit Request - DPW
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve the Encumbrance Application for the parking lot located at the intersection of Main Street and S. Winooski Ave requesting use of the lot and parking spaces for construction activities and equipment staging, and authorize the Mayor to enter into a license agreement with the Applicant for use of the portion of the right-of-way outlined in the Application, subject to review by the City Attorney's Office
Subject	6.38. Communication: C/T Office, re: February 12, 2024 City Council With Mayor Presiding Meeting Minutes, Draft
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes at the April 15, 2024 Regular City Council Meeting
Subject	6.39. Communication: C/T Office, re: February 12, 2024 Regular City Council Meeting Minutes, Draft
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda

Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes at the April 15, 2024 Regular City Council Meeting
Subject	6.40. Communication: C/T Office, re: February 12, 2024 Local Cannabis Control Commission Meeting Minutes, Draft
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes at the April 15, 2024 Regular City Council Meeting
Subject	6.41. Communication: C/T Office, re: February 12, 2024 Local Control Commission Meeting Minutes, Draft
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes
Recommended Action	waive the reading, accept the communication, place it on file and adopt the minutes at the April 15, 2024 Regular City Council Meeting
Subject	6.42. Communication: C/T Office, re: February 26, 2024 Regular City Council Meeting Minutes, Draft
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication

Information
Minutes

Recommended Action waive the reading, accept the communication, place it on file and adopt the minutes at the April 15, 2024 Regular City Council Meeting

Subject 6.43. Communication: C/T Office, re: February 26, 2024 Full Board of Abatement of Taxes Meeting Minutes, Draft

Meeting March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 6. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication
Information
Minutes

Recommended Action waive the reading, accept the communication, place it on file and adopt the minutes at the April 15, 2024 Regular City Council Meeting

Subject 6.44. Communication: C/T Office, re: February 26, 2024 Board of Civil Authority Meeting Minutes, Draft

Meeting March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 6. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication
Information
Minutes

Recommended Action waive the reading, accept the communication, place it on file and adopt the minutes at the April 15, 2024 Regular City Council Meeting

Subject 6.45. Communication: Douglas R. Viehmann, re: proposed Neighborhood Code

Meeting March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category 6. Consent Agenda

Department Clerk/Treasurer's Office

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

Subject 6.46. Communication: Evan Litwin, Housing Board of Review, Member, re: Resignation

Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading, accept the communication, place it on file, advertise the vacancy in Seven Days and send a letter of appreciation to Evan Litwin thanking him for his time served as a Member of the Housing Board of Review
Subject	6.47. FIO Documents
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	for information only
Subject	6.48. Resolution: Release Of Certain Glebe And Perpetual Lease-Land Interests And Revision Of The City Of Burlington Perpetual Lease Land Interests List (Councilor Traverse)
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Council and Board
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	6.49. Resolution: Creation Of A Sister City Relationship Between The City Of Burlington And Thies East Senegal (Councilors Dieng, Traverse, Bergman, Paul, Shannon, Barlow, Carpenter, Grant, Doherty, King)
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Council and Board

Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	6.50. Resolution: Establishing A Sister City Relationship With The Kuyalnick Community Of Ukraine (Councilors Traverse, Paul, Doherty, Barlow, Carpenter, King, Shannon)
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Council and Board
Type	Action (Consent) Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	6.51. Communication: Mary Gade, re: Neighborhood Code
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.52. Communication: Michael Long, re: Neighborhood Code: Send It Back to the Drawing Board
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.53. Communication: Kason Hudman, re: Support for Neighborhood Code Change
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office

Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.54. Communication: Evan Gould, re: Neighborhood Code Support Petition
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.55. Communication: Ry Sherman, re: Please Pass the Neighborhood Code on Monday!
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.56. Communication: Jak Tiano, re: Assessment of and Support for the Neighborhood Code
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.57. Communication: Jake Twarog, re: Fwd: Neighborhood Code Must Pass!
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office

Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.58. Communication: Colin Larsen, re: 3/25 Comments: Support the Neighborhood Code
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.59. Communication: Midori Little, re: Please pass the Neighborhood Code for a sustainable future in Vermont
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.60. Communication: Benjamin Cooley, re: Please pass Neighborhood Code
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.61. Communication: Ashley Dembinski, re: Support for Neighborhood Code
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office

Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.62. Communication: Chris Yuen, re: In support of Neighborhood Code
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.63. Communication: Tim Stevens, re: Support for Neighborhood Code
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.64. Communication: Evan Gould, re: Support for the Neighborhood Code (Responses) - Form Responses 1-2.pdf
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication
Recommended Action	waive the reading and place the communication on file
Subject	6.65. Communication: Paul Bierman, re: Petition with 303 signatures to send Neighborhood Code back to Committee for refinement
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	6. Consent Agenda
Department	Clerk/Treasurer's Office

Type Action (Consent)
Communication

Recommended Action waive the reading and place the communication on file

7. Deliberative Agenda

Subject	7.1. Indoor Entertainment Permit Application (2024-2025): Taco Gordo, 208 North Winooski Avenue
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2024-2025 Indoor Entertainment Permit Application for Taco Gordo, 208 North Winooski Avenue with all standard condntions
Subject	7.2. Indoor Entertainment Permit Application (2024-2025): Tank Studio, Inc. (Tank Recording studio), 322 North Winooski Avenue
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Deliberative Agenda
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	approve the 2024-2025 Indoor Entertainment Permit Application for Tank Studio, Inc. (Tank Recording studio), 322 North Winooski Avenue with all standard conditions
Subject	7.3. Resolution: Green Mountain Transit Funding (TEUC)(15 mins.)
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Deliberative Agenda
Department	Council and Board
Type	Action Resolution
Recommended Action	waive the reading and adopt the resolution
Subject	7.4. Resolution: Housing Trust Fund (HTF) Administrative Updates (Councilors Carpenter, Magee)(10 mins.)
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM

Category	7. Deliberative Agenda
Department	Council and Board
Type	Resolution Action
Recommended Action	waive the reading and adopt the resolution
Subject	7.5. 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" - Airport (10 mins.)
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	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 Next", subject to review and approval by the City Attorney's Office - -
Subject	7.6. Public Hearing Regarding ZA-24-02 Neighborhood Code/ZA-24-02 Neighborhood Code Amendments 1-6
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Deliberative Agenda
Department	Planning
Type	Action Public Hearing
Recommended Action	open the public hearing close the public hearing
Subject	7.7. Ordinance: Comprehensive Development Ordinance ZA-24-02 Neighborhood Code, Part 1 (Office of City Planning, Planning Commission, Council Ordinance Committee)(3rd reading) (60 mins.)
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	7. Deliberative Agenda
Department	Planning

Type Action

Recommended Action Third Reading. Waive the reading and adopt the ordinance

8. Committee Reports

Subject	8.1. Written reports
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	8. Committee Reports
Department	Council and Board
Type	Information

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

Subject	9.1. Verbal reports
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	9. City Council - General Affairs (up to 15 mins.)
Department	Council and Board
Type	Information

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

Subject	10.1. Verbal reports
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	10. City Council President - Council Updates (up to 5 mins.)
Department	Council and Board
Type	Information

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

Subject	11.1. Verbal reports
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	11. Mayor - General Affairs (up to 10 mins.)
Department	Council and Board
Type	Information

12. Adjournment

Subject	12.1. Motion to adjourn
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Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	12. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

13. Informational and Non-Discrimination Statements

Subject	13.1. This agenda is available in alternative formats upon request. For more information on access, call Lori Olberg, Licensing, Voting and Records Coordinator (802-865-7136)(TTY 802-865-7142). Persons with disabilities who require assistance or special arrangements to participate are encouraged to contact 802-865-7000 (voice) or 802-865-7142 (TTY) at least 72 hours in advance so that proper arrangements can be made. This meeting will also air on Town Meeting TV the Wednesday after the meeting, starting at 8:00 pm and repeating at 1:00 am and 7:00 am the following day. The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information.
Meeting	March 25, 2024 - Regular City Council Meeting - Monday, March 25, 2024, 5:30 PM, Contois Auditorium OR REMOTELY via ZOOM
Category	13. Informational and Non-Discrimination Statements
Department	Council and Board
Type	Information



State Partnership Program



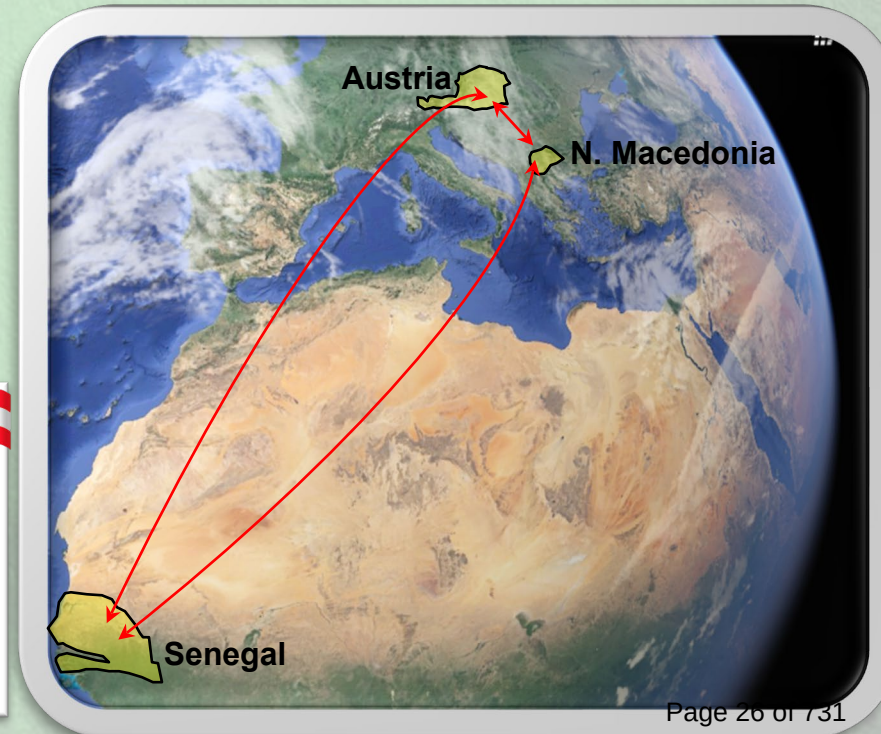
Major Gene Enriquez
Director, International Affairs
Vermont National Guard



Vermont State Partnership Program (SPP)



- One of a few states with three individual partnerships (Austria, N. Macedonia, Senegal)
 - LOE1: Integrated Deterrence against Adversaries in Europe and Africa
 - LOE2: Build a Resilient, Ready, and Interoperable Force
 - LOE3: Promote the U.S. and Vermont as Partner(s) of Choice
- A "Whole of Vermont" approach, beyond military cooperation
 - (3x Ds: Defense, Diplomacy, Development)



SENEGAL



The State Partnership with Senegal was signed in 2008. Maj Gen Dubie, Gov Douglas and Pres Wade.

The Vermont National Guard has focused on medical events and exercises in recent years.

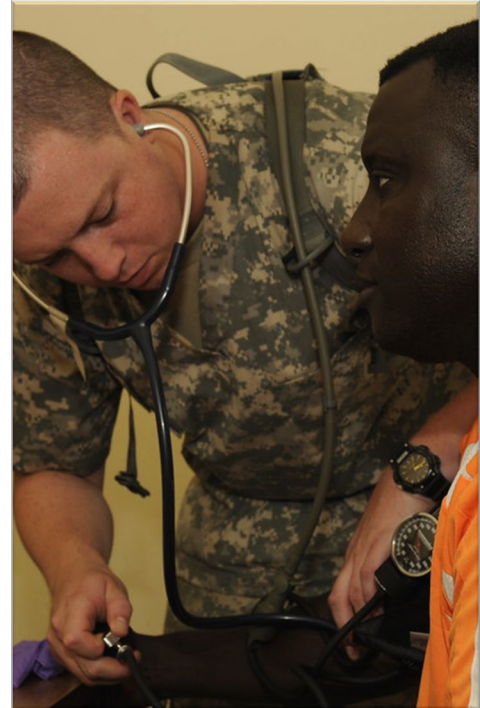


Vermont's cooperation contributes directly to Senegal's peacekeeping missions at home and abroad.



Vermont Military-to-Military Areas of Cooperation

- Peacekeeping Operations and Regional Stability
- Intelligence and Border Security
- Rotary Wing Aviation
- Training Area Management
- Women's Integration (Women, Peace, and Security)
- Public Affairs/Public Relations
- Cyber Security
- Emergency Management
- Public Safety and Demining Activities



Vermont Medical Readiness Exercise (MEDREX) History

- Western Accord 2012: Thies
- MEDRETE 16: Dakar (Ouakam)
- MEDRETE 18: Ziguinchor
- MEDRETE 19: Tambacounda
- MEDREX 21: St. Louis
- MEDREX 22: St. Louis
- MEDREX 23: Thies
- MEDREX 24: Tambacounda & Kedougou



Vermont – Senegal Leader Meetings

- 2008: President Wade Visit to Vermont
- 2014: President Sall Visit to Vermont
- Annual TAG Visits to Senegal
 - 2009
 - 2011
 - 2012
 - 2014
 - 2016
 - 2017
 - 2018
 - 2019
 - 2023



Opportunities and Potential

- **Health sector in cooperation with MEDREX**
- **Environmental protection and sanitation**
- **People-to-people and young political leader exchanges**
- **Educational exchanges**
- **Senegalese (and West African) diaspora in Vermont**



UNCLASSIFIED



Thank you for your attention!

Questions?

UNCLASSIFIED



State Partnership Program



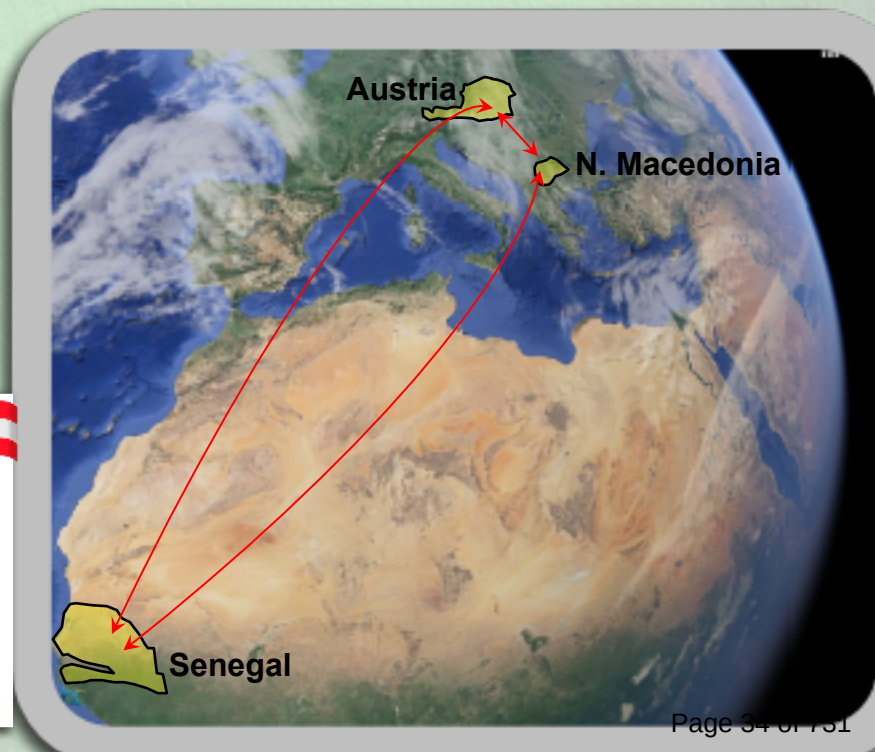
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SENEGAL



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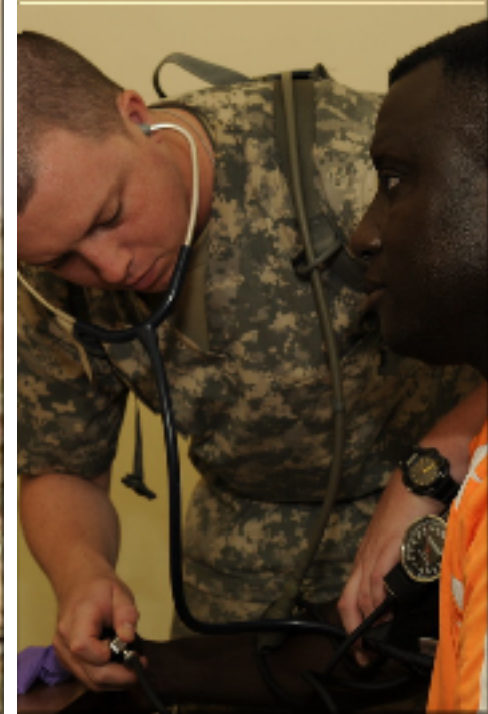


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- MEDREX 24: Tambacounda & Kedougou



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SENEGAL



Opportunities and Potential

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- **Environmental protection and sanitation**
- **People to people and young political leader exchanges**
- **Educational exchanges**
- **Senegalese (and West African) diaspora in Vermont**



UNCLASSIFIED



Thank you for your attention!

Questions?

UNCLASSIFIED

CITY COUNCIL ACCOUNTABILITY LIST

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

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

3/25/24

	Meeting Date	Type of Document and Title	Action Requested	Updated Next Steps in the Process
1	2/6/23	Communication re Ward 2/3 NPA Resolution to Name the New Shelburne Street Roundabout After Tony Redington and Resolution in Support of Big Heavy World Teen Center Proposal for Memorial Auditorium	refer the communication to TEUC and CDNR Committees respectively for further review and engagement	TEUC Item was taken up at the March 2023 meeting. No further action taken
2	3/13/23	Communication re Ward 5 NPA Steering Committee to Name the New Shelburne Street Roundabout after Tony Redington	refer the communication to TEUC for further review	TEUC Item was taken up at the March 2023 meeting. No further action taken
3	3/13/23	Resolution: Supporting LGBTQIA+ Community Members and Condemning Transphobia	City Council will work in collaboration with community members and organizations and the City administration to develop a plan for ongoing activities to support and amplify the voices of the LGBTQIA+ community; City Council urges Burlington’s state legislative delegation to look at current state hate crime statute to look to extend protections for schools and organizations that advocate/support LGBTQ+ (and other minoritized communities) from hate motivated targeted crimes, examine Burlington’s graffiti ordinance and consider changes that address continued defacement of public property, and graffiti that spreads hateful and harmful messages.	There have been stakeholder meetings brought forward by the Administration to address the directives in the resolution. UPDATE: Work is being done in the Legislature, a former resident created a physical Burlington trans pride flag to fly in front of City Hall in recognition of Trans Day of Visibility; the flag will fly the flag from March 15 - April 15 to celebrate Trans Day of Visibility and reboot the Trans People Belong campaign.
4	4/17/23	Communication re Winooski Avenue Corridor Study Implementation Update	refer the communication to TEUC in order to work with the Administration on the plan to monitor and evaluate the changes to the North Winooski Avenue corridor and any proposal to address the transportation and neighborhood needs arising from the evaluation	This will be an ongoing item as DPW works with property owners and organizations on off street and further parking options
5	6/5/23	Resolution: Accepting Grant Funding from the Department of Mental Health for the Crisis Response Team and Exploring the Creation of a Burlington CAIP Department	The City Council requests an evaluation be done to explore Burlington CAIP becoming a department of the City , an evaluation be done to review the reporting and supervisory structure needed to support three public safety departments (police, fire and CAIP), that a report come to Public Safety Committee in October 2023, approval for the Chief of Police to accept the Department of Mental Health grant for Burington CARES	A report was to come to Public Safety in late 2023. UPDATE: this was presented to the Public Safety Committee as per the resolution in March 2024, report to the full Council in April 2024.
6	7/24/23	Resolution: The Climate Emergency and the Council Request to Count Vermont Air National Guard GHG Emissions and to Plan to Eliminate VTANG Aviation and Ground GHG Emissions in the Spirit of the City's 2030 Net Zero Goals	requests that the Vermont Air Force National Guard Adjutant General, beginning for the year 2023, calculate aviation and ground fuel usage at the VTANG base and to annually provide BTV Director and TEUC with a complete record of the calculated aviation and ground greenhouse gas emission; for VTANG to work collaboratively to draft a plan to adopt simulation and augmented reality training to substantially reduce or eliminate GHG with initial meeting on or before 12/31/23 and follow up at TUEC's March 2024 meeting	Initial meeting of the parties by 12/31/2023; UPDATE: parties to meet at March TEUC meeting
7	12/18/23	Ordinance: Burlington Code of Ordinances-Sections 21-45 - 21-49 Trespass	refer the proposed to the ordinance committee for further review to include, but not be limited to, consideration of the list of parties authorized to issue no trespass orders, balancing no trespass orders with proactive harm reduction efforts and to evaluate expanding the ability to enforce the trespass ordinance on private property.	Work being done on this in the Ordinance Committee
8	1/16/24	Proposed Charter Change: Articles 62, 63 and 65 regarding Police Oversight	Referred the proposed Charter change to the Police Commission for further consideration and a request for a report back to the Council by June 3, 2024.	Report back to the City Council in June 2024
9	1/29/24	Ordinance: ZA-24-02 Neighborhood Code	first hearing on February 26, 2024	first hearing on February 26, 2024; moved to a second hearing on March 25, 2024.

R. MARCUS WEST
POST OFFICE BOX 1079
BARRE, VERMONT
05641

March 5, 2024

Emma Mulvaney-Stanak
Burlington City Mayor-elect
City Hall room 34
149 Church Street
Burlington, VT 05401

Representative Emma Mulvaney-Stanak
Vermont House of Delegates
115 State Street
Montpelier, VT 05633

**RE: "SMART ENOUGH" WOMEN IN POLITICS
AND TEST OF COGNITIVE FUNCTION**

Ms. Mulvaney-Stanak:

Local, television news this morning reports your public remarks in consequence of your election as the next mayor of Burlington City. By your remarks, you count yourself as being among women "smart enough" to occupy public office as agent of private, political party.

Your remarks are in error: As a Progressive Party agent in political support of federally prohibited drug-trafficking rackets in Vermont, it is evident on face that you are *not* "smart enough" to serve in public office.

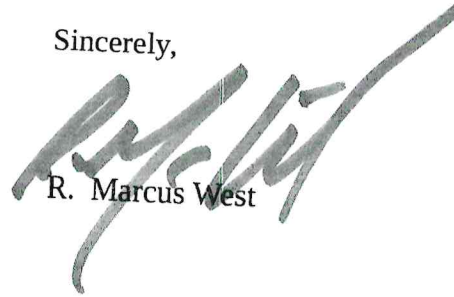
Psychological test for competency of cognitive function requires that you have cognizance of notorious law of the United States and comprehension of our American system of government. You fail such cognitive function test, as you are of the fixed, false, delusional belief that marijuana-trafficking in Vermont is "legal", which fixed, false and delusional belief establishes your lack of contact with reality of fact and law and renders your operational psychology a *psychosis* according to psychiatric standard.

Under our American system of constitutional government, lawful Form of Government cannot commit federal crime of any sort, or deviate from mandates of *Constitution of the United States*; and when any Government --- state or municipal --- commits federal crime, it is organized crime syndicate: Mafia. And when any Mafia-Government deviates from mandates of *Constitution*, it is outlaw territory and *Treason* (18 USC §2381). No crime is greater than *Treason*.

ACCORDINGLY, as Representative of the Vermont House of Delegates, you shall demonstrate fealty to your oath to "support the *Constitution of the United States*", by making motion to curtail federal drug-crime being perpetrated presently by the State of Vermont and to restore jurisdiction and authority of law of the United States within the territory of the State, AND, as mayor-elect of the City of Burlington, you shall develop plan to curtail federal drug-crime being perpetrated presently within the boundaries of Burlington City and to secure jurisdiction and authority of *Constitution* and law of the United States to the American citizens residing in the City of Burlington.

For your education and knowledge, in order that you in fact be "smart enough" to serve in public office of any kind, a copy of *Constitution of the United States* and construction of precedent of law of the United States is enclosed.

Sincerely,

A handwritten signature in dark ink, appearing to read "R. Marcus West", written over a horizontal line.

R. Marcus West

enclosures

cf: Burlington City Mayor
Burlington City Council
Vermont Progressive Party
Burlington City Police
Chittenden County State's Attorney
Vermont Attorney General
United States Attorney, District of Vermont

THE CODE OF THE LAWS OF THE UNITED STATES OF AMERICA

TITLE 18 — CRIMES AND CRIMINAL PROCEDURE

PART I. CRIMES

18 USCS

§ 241. Conspiracy against rights

If two or more persons conspire to injure, oppress, threaten, or intimidate any inhabitant of any State, Territory, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same, they shall be fined not more than \$10,000 or imprisoned not more than ten years, or both; and if death results, they shall be subject to imprisonment for any term of years or for life.

II. ELEMENTS OF CRIME

12. Generally

Elements of crime defined by 18 USCS § 241 are unlawful conspiracy based on unlawful agreement of defendants. *Steedle v. United States* (1936, CA3 Pa) 85 F2d 867, 107 ALR 1361; *Walker v. United States* (1937, CA8 Mo) 93 F2d 383, cert den (1938) 303 US 644, 82 L Ed 1103, 58 S Ct 642, reh den (1938) 303 US 668, 82 L Ed 1124, 58 S Ct 755; *Cartello v. United States* (1937, CA8 Mo) 93 F2d 412.

Offenses denounced by 18 USCS § 241 were such as tended to impair or defeat in whole or in part rights created by Constitution or laws of United States in favor of citizens as such. *United States v. Berke Cake Co.* (1943, DC NY) 50 F Supp 311, 7 CCH LC ¶ 61706, app dismd (1943) 320 US 807, 88 L Ed 487, 4 S Ct 368.

Specific intent required to violate 18 USCS § 241 is purpose of conspirators to commit acts which deprive citizens of interests which are in fact protected by clearly defined constitutional rights and if that purpose is present there is no "good faith" defense because of lack of awareness on part of conspirators at time they commit prohibited acts that they are in fact violating constitutional rights.

THE CODE OF THE LAWS OF THE UNITED STATES OF AMERICA

TITLE 18 — CRIMES AND CRIMINAL PROCEDURE

PART I. CRIMES

18 USCS

§ 2384. Seditious conspiracy

If two or more persons in any State or Territory, or in any place subject to the jurisdiction of the United States, conspire to overthrow, put down, or to destroy by force the Government of the United States, or to levy war against them, or to oppose by force the authority thereof, or by force to prevent, hinder, or delay the execution of any law of the United States, or by force to seize, take, or possess any property of the United States contrary to the authority thereof, they shall each be fined not more than \$20,000 or imprisoned not more than twenty years, or both.

1. Generally

Not only combinations to overthrow government, but conspiracies of mutual agreements, whether by few or many, public or private, to forcibly resist or even to delay execution of any law, were high crimes, subject to severe punishment. Charge to Grand Jury --- Treason (1861, CC Mass) F Cas No 18277.

If political party is organized for purpose of overthrowing government of United States by force and violence, it is plainly criminal conspiracy within purview of predecessor to 18 USCS § 2384. *Colyer v. Skeffington* (1920, DC Mass) 265 F 17, revd on other grounds (CA1 Mass) 277 F 129.

5. Who may commit crime

Predecessor to 18 USCS § 2384 subjected to punishment individuals who were parties to unlawful conspiracies, but who directly avoided any active participation in executing their purpose. Charge to Grand Jury --- Treason (1861, CC Ohio) F Cas No 18272.

6. Conspiracy

As used in predecessor to 18 USCS § 2384, "conspire" is used by Congress as being sufficient to show combination or confederacy, as equivalent to "agree among themselves." *Wright v. United States* (1901, CA5 La) 108 F 805, cert den 181 US 620, 45 L Ed 1031, 21 S Ct 924.

8. Oppose by force authority of United States

"To oppose by force the authority of the United States" meant attempt by force to prevent actual exercise of federal authority, and did not mean mere violation of law.

9. Prevent, hinder, or delay execution of law

"To prevent, hinder, or delay the execution" of federal law meant more than setting law at defiance; it meant forcible resistance of government in attempt to execute law.

Conspiracy to prevent altogether enforcement of statute of United States was conspiracy to commit treason by levying war against United States. *Bryant v. United States* (1919, CA5 Tex).

THE CODE OF THE LAWS OF THE UNITED STATES OF AMERICA

TITLE 18 — CRIMES AND CRIMINAL PROCEDURE

PART I. CRIMES

18 USCS

§ 2381. Treason

Whoever, owing allegiance to the United States, levies war against them or adheres to their enemies, giving them aid and comfort within the United States or elsewhere, is guilty of treason and shall suffer death, or shall be imprisoned not less than five years and fined not less than \$10,000; and shall be incapable of holding any office under the United States.

4. Nature of crime

No crime is greater than treason. *Hanauer v. Doane* (1871) 79 US 342, 20 L Ed 439.

Person's acts may be nonetheless treasonable though same conduct amounts to different crime.

In treason, all participants are principals; there are no accessories to this crime.

Conspiracy to prevent altogether enforcement of statute of United States was conspiracy to commit treason by levying war against United States. *Bryant v. United States* (1919, CA5 Tex) 257 F 378.

Any insurrection or rising of any body of people within the United States to attain or effect by force or violence any object of great public nature or of public and general or national concern is levying war against United States.

Intentional act which strengthens or tends to strengthen enemies of United States, or which weakens or tends to weaken power of United States to resist and attack such enemies constitutes adhering to such enemies.

Adherence to enemy may be proved by statements made by defendant.

In determining whether act is treasonable, it is not decisive whether contribution to enemy's effort is minor and not crucial; if it gives aid and comfort to enemy at immediate moment of its performance, it qualifies as overt act within constitutional standard of treason.

To constitute offense of treason, there must be conspiracy to resist by force, and actual resistance by force or resistance of numbers to nullify some law of United States and totally hinder its execution or compel its repeal.

Constitutional offense of treason was complete whether force was directed to entire overthrow of government throughout country, or only in certain portions of country, or to defeat execution and compel repeal of one of its public laws.

Whether assemblage constituted treason hinged on whether defendants leagued themselves in rebellion, in furtherance of its common design, and performed part towards its accomplishment, however minute.

R. MARCUS WEST
POST OFFICE BOX 1079
BARRE, VERMONT
05641

March 4, 2024

Senator Peter Welch
United States Senate
Washington, D.C. 20510

RE: 233rd ANNIVERSARY OF STATEHOOD,
STATE OF VERMONT

Senator Welch:

Local, television news this morning reported your statement, delivered via the platform "X", asserting quasi-pledge that the Green Mountain State will "contribute" to the United States, as a State in Union under *Constitution of the United States*.

As well and good as that may sound, unfortunately, it is discredited by present reality: The Green Mountain State is a mafia-organization, trafficking federally controlled substances against the law of the United States, that *takes* from the United States and contributes *no* fealty to actual "support of the *Constitution of the United States*" pursuant to oath and law.

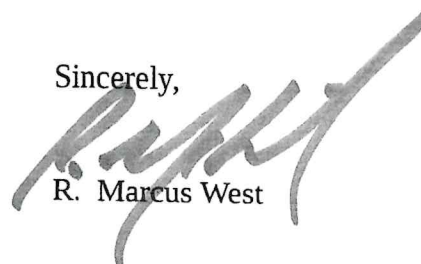
The extraconstitutional, drug-mafia Government of political organization of the State of Vermont and the outlaw territory of State that it asserts fail constitutional standard for lawful Form of Government under the United States; and therefor the present State of Vermont is not a lawful State of the United States.

The documentary record establishes that the State of Vermont has been a storefront fraud for more than twenty years, denying to the citizens equal protection of law of the United States; and because of the traitorous separation from the Union by the political agency of Vermont, the determination of the actual anniversary year of Statehood in Union under *Constitution of the United States* of the State of Vermont will have to be the product of adjudication of federal court.

You may wish to alter your basic perception of government and politics, vis a vis creations of law.

May your apprehension of constitutional Form of Government be successful.

Sincerely,



R. Marcus West

cf: Governor Phil Scott
Lt. Governor Davis Zuckerman
Senate President, pro tempore, Philip Baruth
House Speaker Jill Krowinski
Attorney General Charity Clark
Vermont Democratic Party
Vermont Progressive Party
Vermont Republican Party
Senator Bernie Sanders
Representative Rebecca Balint
United States Attorney, District of Vermont, Nikolas Kerest

Public Forum, City Council Meeting, 3/11/2024
Solveig Overby, Burlington, Ward 2

Re: Agenda Item 8.2 8.2. Memorial Block Pre-Development Agreement “Resolution: Support For The Redevelopment Of The Memorial Block Through Further Due Diligence Of a Public-Private Partnership”

To: City Council President, Karen Paul, and City Councilors Zoraya Hightower, Eugene Bergman, Joe Magee, Sarah E Carpenter, Ben Traverse, Ali N Dieng, Hannah King, Melo Grant, Timothy C. Doherty, Jr., Mark Barlow, and Joan Shannon

I am here to ask this City Council to vote “No” on the Resolution in Agenda Item 8.2, concerning the Memorial Auditorium Pre-Development Agreement. This is an unacceptable first step to transferring control of 3 acres of prime downtown Burlington municipal property to two developers using a no-bid process.

I have shared three extensive communications with City Councilors to support my recommendation against this Resolution.

In response to my communications, I’ve learned that several Councilors support this Agreement because they believe it does not bind the City to anything.

Others say the Agreement provides plenty of opportunities for future City Council votes that provide off-ramps if City Council wants to walk away from the Development Agreement that is being constructed upon the terms of this Pre-Development Agreement.

Yet others say, despite the agreement’s glaring ambiguities, all will be fine because the agreement requires all parties to act in good faith.

Let’s be clear. This agreement is intended to be binding and it imposes binding, consequential terms on the City beyond just acting in good faith. The agreement is vague and inadequate to protect the interests of the City.

Much as some current City Councilors are optimistic that the next City Council can carefully craft or walk away from the Development Agreement to follow, history will prove that a future City Council cannot walk away.

I know of no impending crisis that forces this Council to approve this vague, problematic document tonight. This Council must not sign-off on an agreement that will put the next Council over a barrel.

The “Pre-Development Agreement” is acceptance of the engagement ring.

Is it believable that a future City Council would refuse the wedding ring?

You have been made aware that the derailed Gateway Block RFP process would have given the City other options than just this one no-bid proposal. That RFP was presented to the Public Works Commission on May 15, 2019 and has been effectively "disappeared" from the public record as is revealed in the defective timeline presented in CEDO's 3/11/2024 Memo.

You have been made aware that the property transfer arrangement to the Developers is yet unknown. All we know is that the proposal is for a "legal structure(s) that the Parties determine to be appropriate," for an "air-space condominium" giving the Developers the option to transfer or sublease "pad sites" to other developers.

I understand City Councilors favor a ground lease, yet there is a risk that the Developers could insist on a sale if they claim ownership is required to get financing for the project.

You have been made aware the Agreement requires the City to find a municipal property to build a replacement for the Central Fire Station including performing zoning and land use analysis by September 30, 2024. The agreement commits the City to this so that the developers can design and build a new fire station to be leased back to the City, making way for decommissioning the downtown Central Fire Station. "The City acknowledges and agrees that the relocation of the CFS is an absolute requirement of the Developer for the Project" whatever effort and cost that might impose upon the City.

You have been made aware that central to the draft agreement are the terms "feasible" and "viable," but those are nowhere defined. Same for the term "City. Is a commitment made by the "City" the City Council or some other City entity?

While the agreement allows the Developer to walk if it determines the project is not feasible, there is no such provision for the City. What happens if the City determines it is not "feasible" financially or otherwise to relocate the fire station and the Developer, having sunk a lot of money into due diligence and planning, disagrees? Usually "feasibility" is a matter of cost. This invites litigation.

The City should make it clear that it could also walk if, in its sole discretion, it determines that moving the fire station, or any other step, is not "feasible."

According to the terms of the agreement, the developers can walk if they determine at any point during the due diligence period that the project is not "feasible" or "viable." Presumably, feasibility means they can earn a certain profit with a certain risk-- but how fat a profit and at what level of risk? This becomes quite problematic, because the City is required to use its "best efforts" to change the zoning requirements (as it did for CityPlace) if necessary to make the project "feasible."

Is the project "feasible" if it earns a 10 per cent profit? 50 per cent? No one knows. If the matter went to court, dueling experts might testify about what developers usually consider "feasible." Or maybe bankers would testify about what they would be willing to finance at what interest rate.

What if the Developer claims the project is not "feasible" unless the City increases the building height limit in that area to 14 stories? Would the City be liable if a future City Council declines to approve such a change?

I ask you to vote "No" on the Resolution in Agenda Item 8.2, concerning the Memorial Auditorium Pre-Development Agreement

Lori Olberg

From: Caryn Long <carynlongvt@gmail.com>
Sent: Wednesday, March 13, 2024 8:45 AM
To: Lori Olberg
Subject: Neighborhood Code in Action

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

Hello Lori,
Will you please post this communication to the council?

Thank you.
Caryn Long

Dear Councilor,

We went to the Planning Commission meeting last night. Michael read a paragraph from PlanBTV. Neighborhood Code directly contradicts it.

Meagan said the Neighborhood Code information she shared with the NPA's in October was 2, 3 and 4 units because it was early in the process.

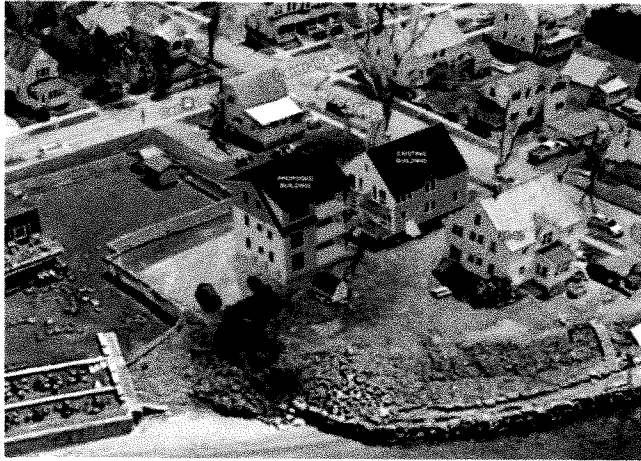
Never did anyone publicly share the final proposal until it came before the council in January. Many of the councilors admitted they were not abreast of all the details but the ordinance was moved forward anyway.

Apparently Neighborhood Code already has the force of law because it has been warned. This is 44 Wright Avenue: From 3 to 7 units, 12 bedrooms, no additional parking. 3 existing spaces. We've heard the neighbors are up in arms. One of the mayor's density cheer leaders, is the architect.

Yves Bradley listened to Paul Bierman last night who said we have a lot of housing coming. We should wait - 1100 in the South End, 350 at City Place, 200 in Memorial, Old YMCA is approved for housing. Plus we have the housing study from the state that attributes most Burlington population growth to UVM. For the record, Yves said he wouldn't like someone to build a 4 - 6 unit apartment building in the back yard next-door.

44 Wright Avenue is drastic infill, not gentle or carefully planned. How will this construction impact Lake Champlain? There is no space on the property to manage runoff.

Best,
Caryn Long



3/10/2024

PAGE 1

Councilors:

We, the undersigned residents, both owners and renters, in the Lakeside neighborhood, request that the proposed Neighborhood Code be referred to the Burlington Ordinance Committee for careful re-evaluation. We ask that specific attention to be paid to the Lakeside neighborhood.

We would primarily like to stress reevaluation of the lot coverage as it pertains to water management, but would also like to give thoughts on 2 other considerations.

We believe that there needs to be more research and careful attention paid to the unique impacts that doubling lot coverage from 35% to 70% would have in Lakeside. Wet basements and flooded yards are commonplace in Lakeside due to a thin top layer of loam with underlying clay. These changes to impervious lot coverage will certainly have an impact on these already existing problems for our residents. Erosion to the shoreline has been a problem for generations on this waterfront property as well, due in part to these conditions. We believe that major impacts review for drainage and storm water runoff is important to perform when considering this magnitude of lot coverage increase in vulnerable neighborhoods.

We already have existing problems with street parking in our mixed - use neighborhood, which would be greatly exacerbated by doubling density without consideration for off street parking. This will undoubtedly have a significant negative effect on our residents who already often have to circle the neighborhood to find a place to park their cars. If developers continue to increase density without accommodation for parking we truly don't know what we will do with our cars as a result of the added cars. We understand the need for housing in our fair City of Burlington. We fear that these sweeping changes may be too much too soon and may affect irreversible consequences that in retrospect may be viewed as problematic.

We are also extremely concerned about what we believe is a lack of attention being paid to architectural scale on a proposal that has already been presented for 44 Wright Ave. in our neighborhood under the proposed neighborhood code during this warning period. This may be a good example of a TEST CASE. We believe this sets an alarming precedent for the model of two free standing buildings on the same lot of this size.

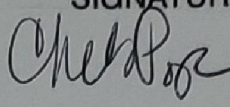
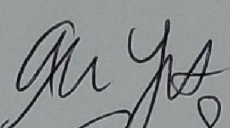
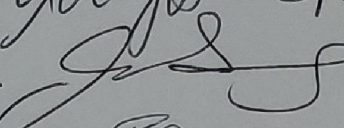
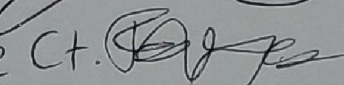
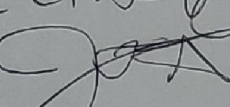
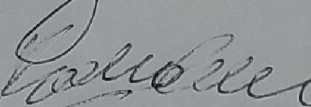
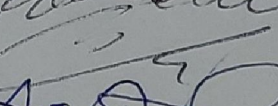
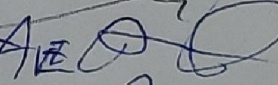
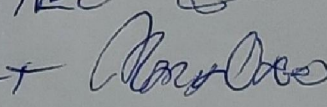
Please refer the Neighborhood Code to the Ordinance Committee for thoughtful re-evaluation.

Respectfully submitted,

PRINT NAME	ADDRESS	SIGN NAME	DATE
TOM FREIHEIT	14 CENTRAL AVE	<i>[Signature]</i>	3/10/24
DIANE S FREIHEIT	14 CENTRAL AVE	<i>[Signature]</i>	3/10/24
JOSH TALLMAN	20 CENTRAL AVE	<i>[Signature]</i>	3/10/24
Lisa Bedinger	51 Lakeside Ave	<i>[Signature]</i>	3/10/24
PATRICK GARREN	67 Wright Ave	<i>[Signature]</i>	3/10/24
Laurie Essig	70 Wright Ave	<i>[Signature]</i>	3/11/24
KAREN DAWSON	58 WRIGHT AVE	<i>[Signature]</i>	3/11/24
Ken & DANA Sicard	79 Central & 56 Wright Ave	<i>[Signature]</i>	3-12-24

3/10/2024

PAGE 2

PRINT NAME	ADDRESS	SIGNATURE	DATE
CHELSEY POPE	20 CENTRAL AVE		3/10/24
Alia + Anthony Liberatore	78-80 Harrison Ave		3/10/24
Sunny (Judy) Satmsky	584 WRIGHT AVE.		3/12/24
Taylor Houston Farris	25 Pineledge Ct.		3/12/24
Justin Farris	25 Pineledge Ct		3/12/24
ROCKY GIESELMAN	285 TREMONT		3/16/24
CELINA LUNNY	105 PARK ST		3/16/24
BRUCE AULS	35 WRIGHT AVE		3/17/24
MAEY OSGOOD	38 WRIGHT		3/17/24

PRINT NAME	ADDRESS	SIGNATURE	DATE
Debra Viens	44 Central Ave	Debra Viens	3/13/24
Rich Brandt	49 Central Ave	Rich Brandt	3/13/24
Julie Leduc	49 Central Ave	Julie Leduc	3/13/24
Heather Chernyshov	87 Central Ave	Heather Chernyshov	3/14/24
Mary Lou Monell	82 Central Ave	Mary Lou Monell	3-14-24
NANCY SICARD	40 Central Ave	Nancy Sicard	3/14/24
Victoria Verner	77 Harrison Ave.	Victoria Verner	3/14/24
Richard P. Verner	77 Harrison Ave.	Richard P. Verner	3/14/24
Alex Chernyshov	87 Central Ave	Alex Chernyshov	3/14/24
Dana Sicard	579 Central Ave. 56 Wright Ave.	Dana Sicard	3/14/24
MISTY KATLAN	74 CONGER AVE.	Misty Katlan	3/14/24
Deborah Davis Marshall	58 Wright Ave.	Deborah Davis Marshall	3/15/24
Margaret J. Davis	12 Central Ave	Margaret J. Davis	3/16/24
KEN GRILLO	41-B CENTRAL AVE	Ken Grillo	3/16/24
Constance Bartlett	80 Central Ave	Constance Bartlett	3/16/24
Judy Brodowski	67 Harrison Ave.	Judy Brodowski	3/17/24

Lori Olberg

From: City of Burlington Vermont
Sent: Tuesday, March 19, 2024 8:29 AM
To: Lori Olberg
Subject: Form submission from: Contact Us [City Council]

You are receiving this message because you are a designated recipient for: City Council

Received from: Kathleen

Reply to e-mail Address: krcoonrod@gmail.com

Subject: Abusive surveillance cameras

Message: The empty walgreen's parking lot is once again occupied by a surveillance tower that surveils a large area of sidewalk and road and it loudly threatens and abuses everyone walking by. It's disgusting, jarring, and affects literally no one but innocent people. If you hate the homeless so much, buy the building and turn it into a shelter and day station. Otherwise, grow up and make better choices.

Submitted on Tuesday, March 19, 2024 - 08:29 from IP address: 2001:67c:2628:647:9::13e

Check IP address location: <https://viewdns.info/iplocation/?ip=2001:67c:2628:647:9::13e>

Questions about this form? e-mail webmaster@burlingtonvt.gov

Lori Olberg

From: Kathy Neilsen <kathyneilsen@hotmail.com>
Sent: Friday, March 15, 2024 5:03 PM
To: Lori Olberg
Subject: Please add to your records
Attachments: Neighborhood Code.docx

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

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

I spoke at the last council meeting on March 11 and would like this added to the record with the names attached below.
Thank you.

Kathy Neilsen, 25 Wilson Street, Burlington
Bill Neilsen, 25 Wilson Street, Burlington
Amy Demarest, 16 Wilson Street, Burlington
Fred Magdoff, 16 Wilson Street, Burlington

Sent from Mail for Windows

I wish to applaud the city councilors for addressing Burlington's housing crisis head on. I've read information and attended multiple meetings since I heard about Neighborhood Code 4 weeks ago and I share your goals of creating affordable and quality housing for individuals and families and promoting paths to home ownership while maintaining healthy neighborhoods.

My husband and I began renting in Burlington in the 1970s and we have lived in at least 5 apartments. All of those units were owned by absentee landlords who may have had some concern for the needs of their tenants, but little concern about either the neighborhood or the health of our city. Our experience has led us to the conclusion that replacing single family houses with a large number of units – many designed for college students and run by absentee landlords -- is not the answer to our problems. We can adopt a smaller scale and still meet our goals.

The current zoning proposal was finalized at the end of January, a month and a half ago. I learned about it mid-February and I have spoken to many people in the past two weeks who are just learning about this issue now. A proposal as complex and wide ranging as the Neighborhood Code needs to be understood by the people it will affect. It is clear that there is tremendous pressure to pass the Neighborhood Code quickly and without changes. Though pressure comes from a variety of sources, it is far more important to **get this right** now. Resisting this pressure will be difficult but I ask that you take the extra weeks to update the Neighborhood Code so that it serves our city well. Some have said, "add amendments later" but suggesting that important amendments could and would be passed once construction begins is disingenuous. Now is the time to get it right.

I ask that you pay special attention to the following issues that have not been adequately addressed: **parking, run-off, adequate green space, architectural compatibility, confirmation of virtual mapping data, and especially, affordable housing.** None of the units are designated as affordable.

I respectfully ask this council to delay adoption of the Neighborhood Code until the public is better informed and these issues are addressed. Thank you.



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 Checklist

Department: Public Works Submitter: Jackie Esperti

Title/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.

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 $\pm 34,000$ 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.

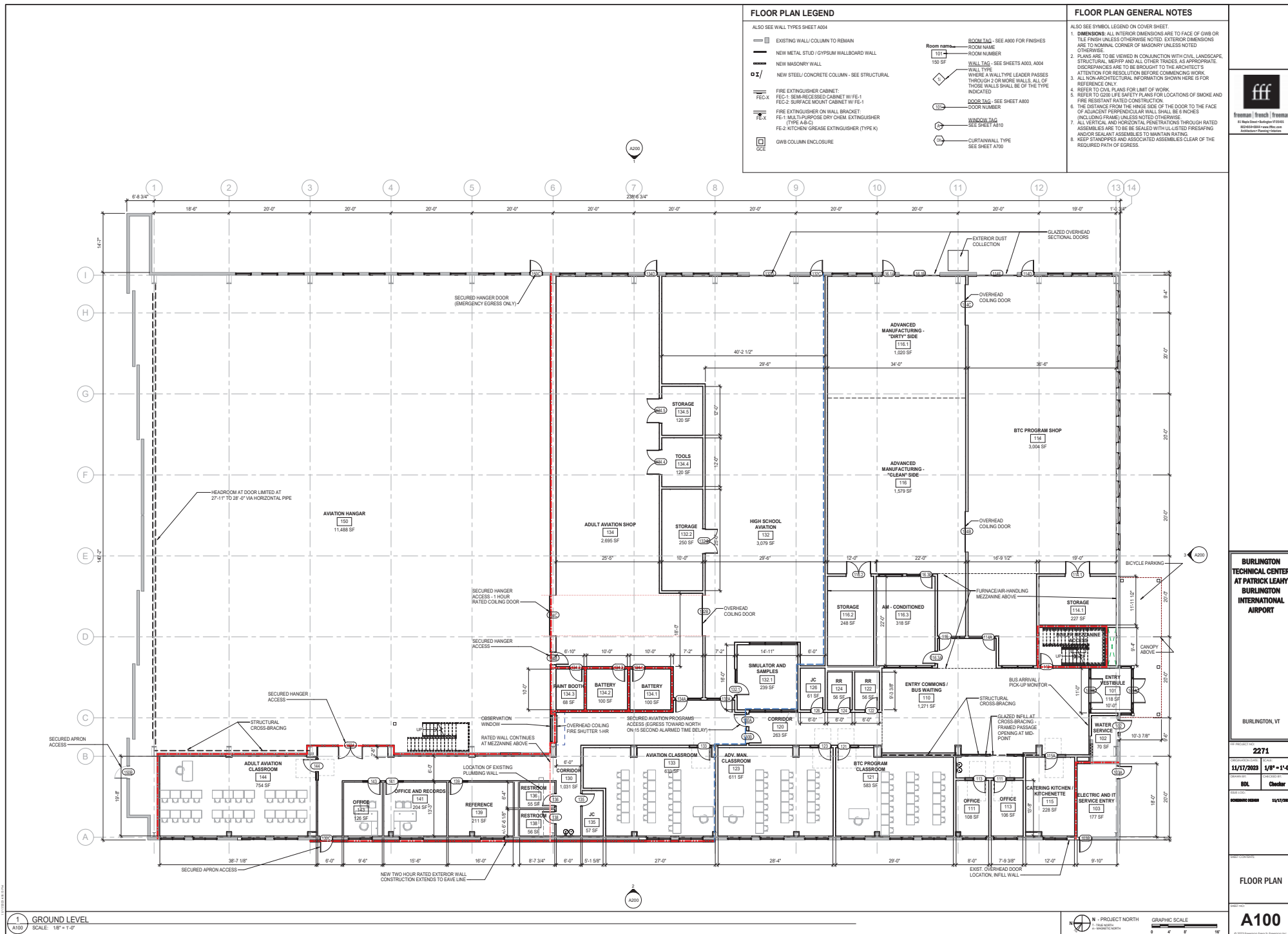
III. During the performance of this Agreement, the Tenant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- 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]



**BURLINGTON
TECHNICAL CENTER
AT PATRICK LEAHY
INTERNATIONAL
AIRPORT**

BURLINGTON, VT

2271

11/17/2023 1/8" = 1'-0"

ROL Checker

10/17/2023

FLOOR PLAN

A100

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 ChecklistDepartment: Airport Submitter: H. DusablonTitle/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.



**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: City Council

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

DATE: March 25, 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 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

City Council:

1. 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. 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.

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

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

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: TylerTech FireCAD Software Cloud Migration

	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

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: 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.

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 Checklist

Department: Parks & Recreation Submitter: Max Madalinski

Title/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.



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.

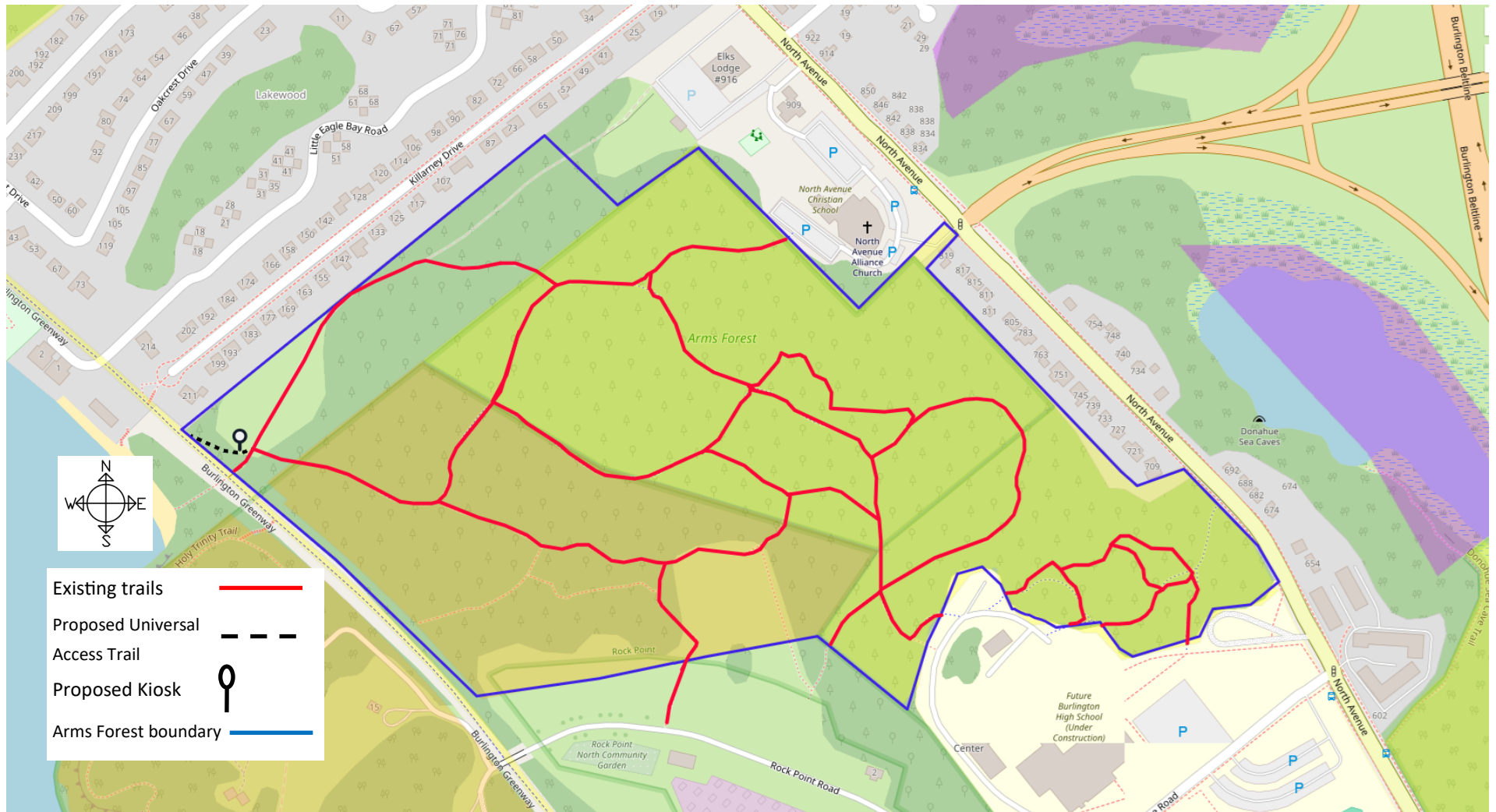
City Council Motion:

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.



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.

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

DRAFT

**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 part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

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

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]

DRAFT

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.

DRAFT

The FRAME Update

Parks, Arts & Culture Committee
January 24, 2024



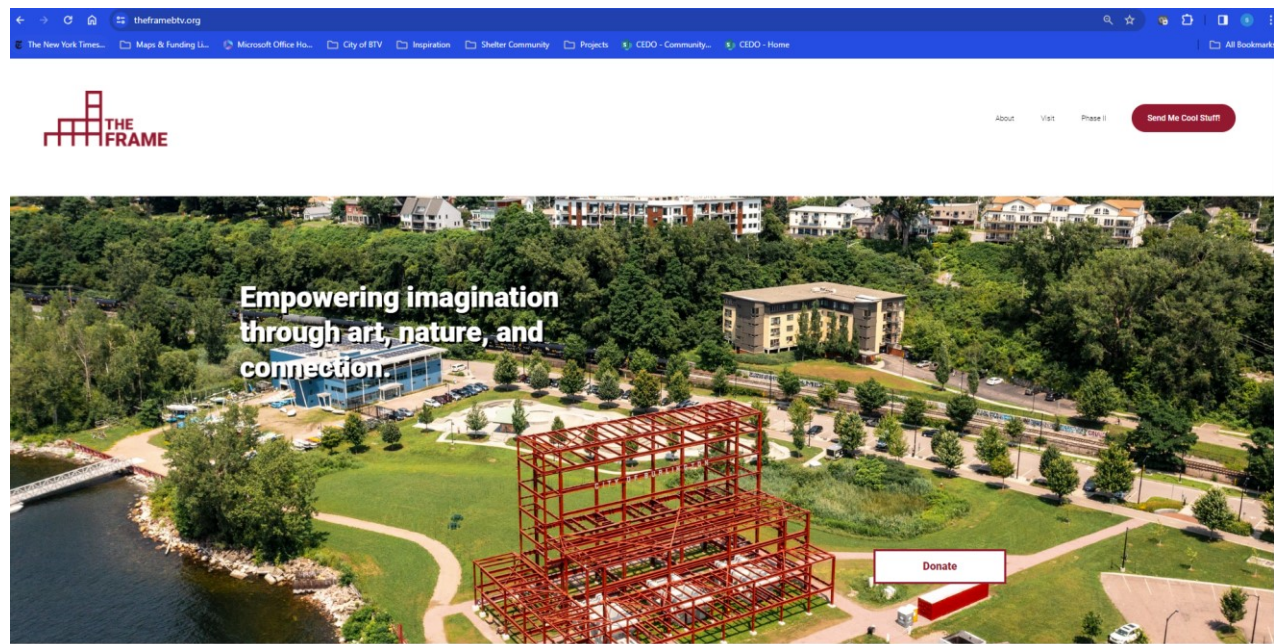
Friends of The FRAME: 2023 Programming & Activations

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

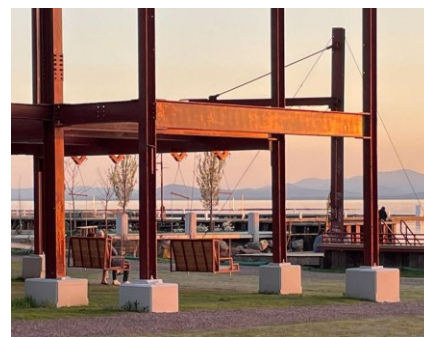
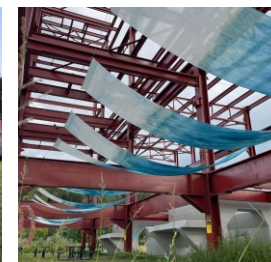
- + Bench swings, including a wheelchair accessible swing
- + WiFi hotspot
- + Picnic tables
- + Public restroom pilot with Burlington-based Wasted*

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".

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

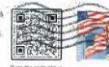
After years of planning, Burlington's opportunity to make The Moran Frame one of the most spectacular public spaces in the country begins now, and we want to hear from you! Is there an experience missing along the waterfront that you'd like to see incorporated? Use the space below to submit your comments.



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.



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

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

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

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.



DROP OFF OR MAIL
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.



DROP OFF OR MAIL
Community & Economic
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.



DROP OFF OR MAIL
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.



DROP OFF OR MAIL T
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 adults. Beach area + playground + picnic shelter + ice skating rink. Fun path + shaded walkway. Flowering trees + grasses + shrubs + lawn + benches + outdoor area + playground + picnic shelter + ice skating rink. Water play area with water cannons + fountains + hot tubs + public restroom + lounge + bar + food trucks + seating + shade + picnic shelter + playground + picnic shelter + ice skating rink.

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

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 everything! - 116 Penn - close hand Ball, architect

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.



DROP OFF OR MAIL T
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.

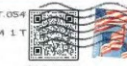
After years of planning, Burlington's opportunity to make The Moran Frame one of the most spectacular public spaces in the country begins now, and we want to hear from you! Is there an experience missing along the waterfront that you'd like to see incorporated? Use the space below to submit your comments.



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

I appreciate the creativity of this project! Accessible space + services, market space for year-round stalls 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
Community & Economic
Development Office, City Hall
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

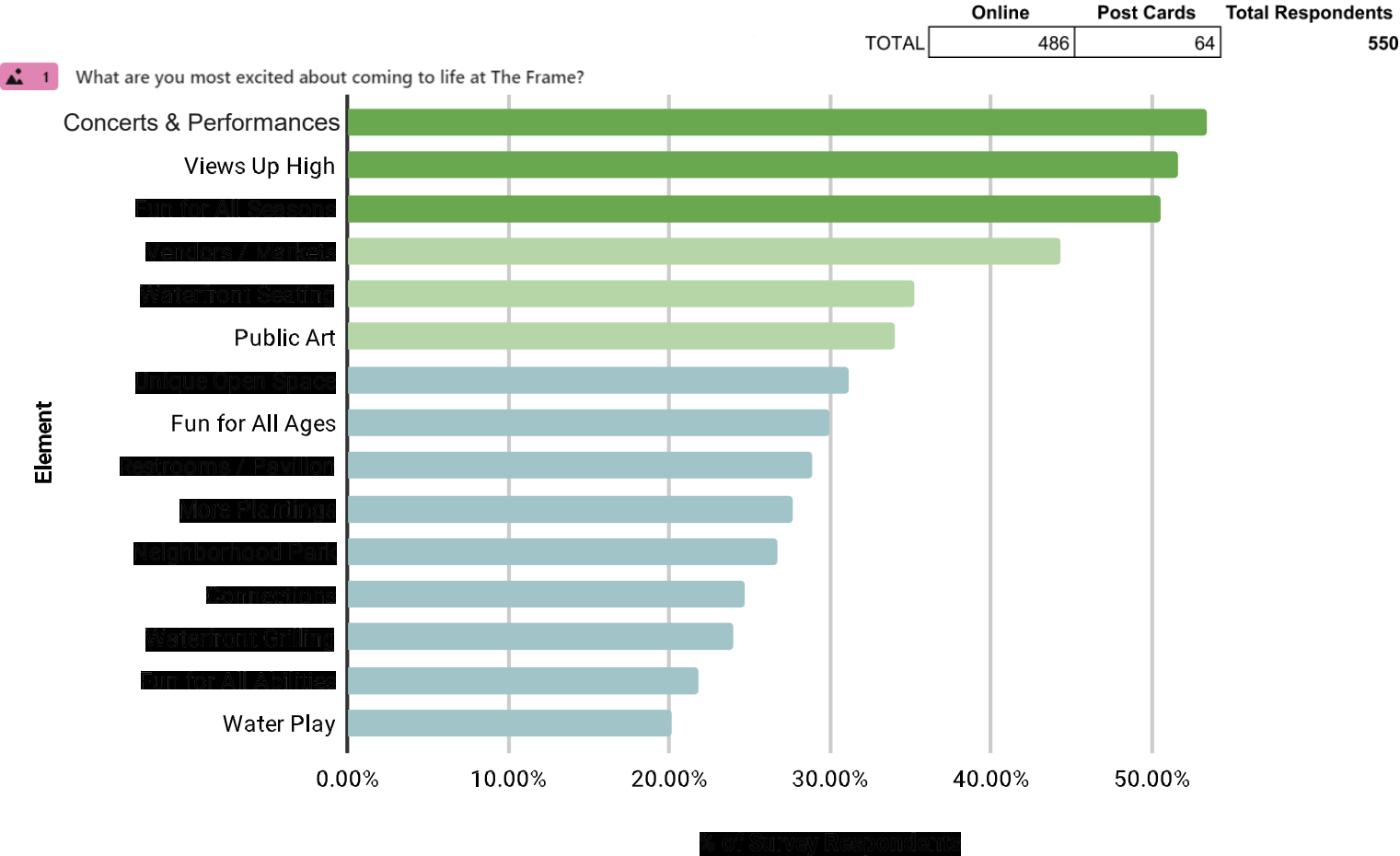
1 ➔ What are you most excited about coming to life at The Frame?

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

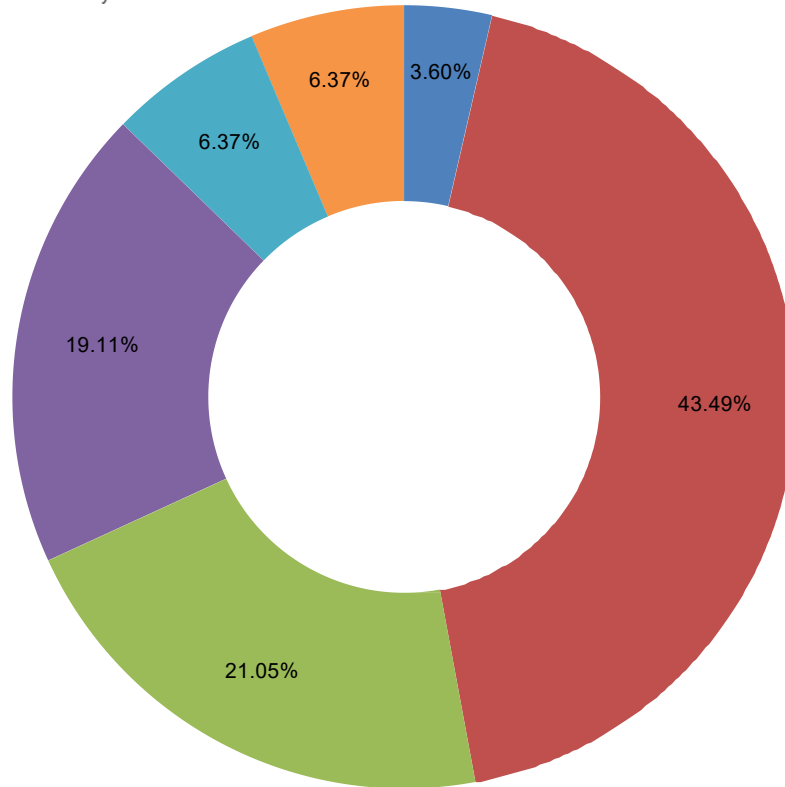
OK ✓

Survey Responses (550+)



Survey Respondents by Neighborhood

2 Which neighborhood are you located in?

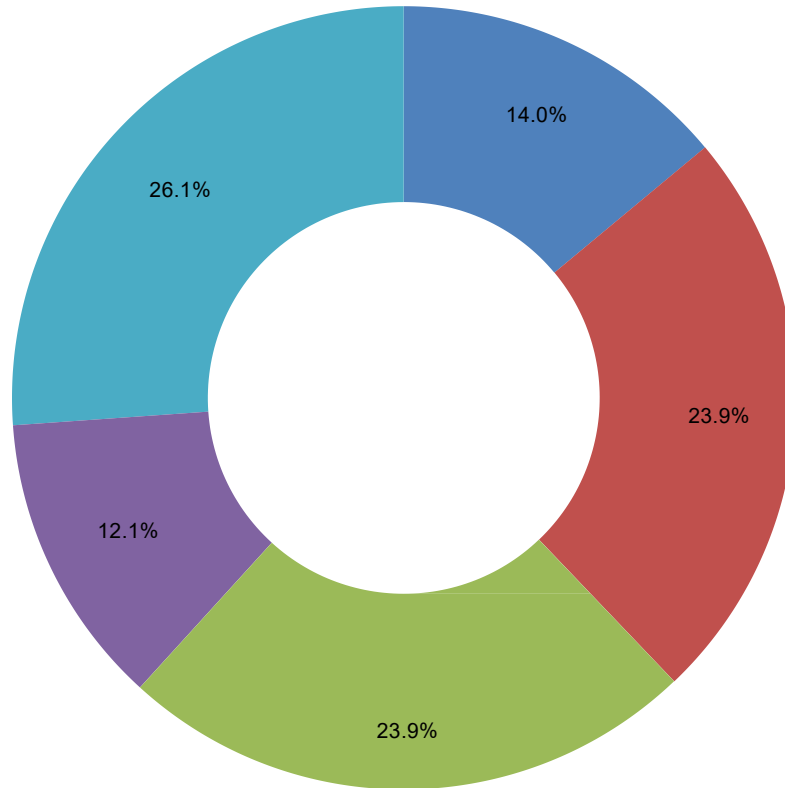


- Centennial Woods / Riverside
- Downtown / Old North End / Waterfront
- New North End
- South End
- Hill Section / University Housing
- Burlington (no neighborhood provided)

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

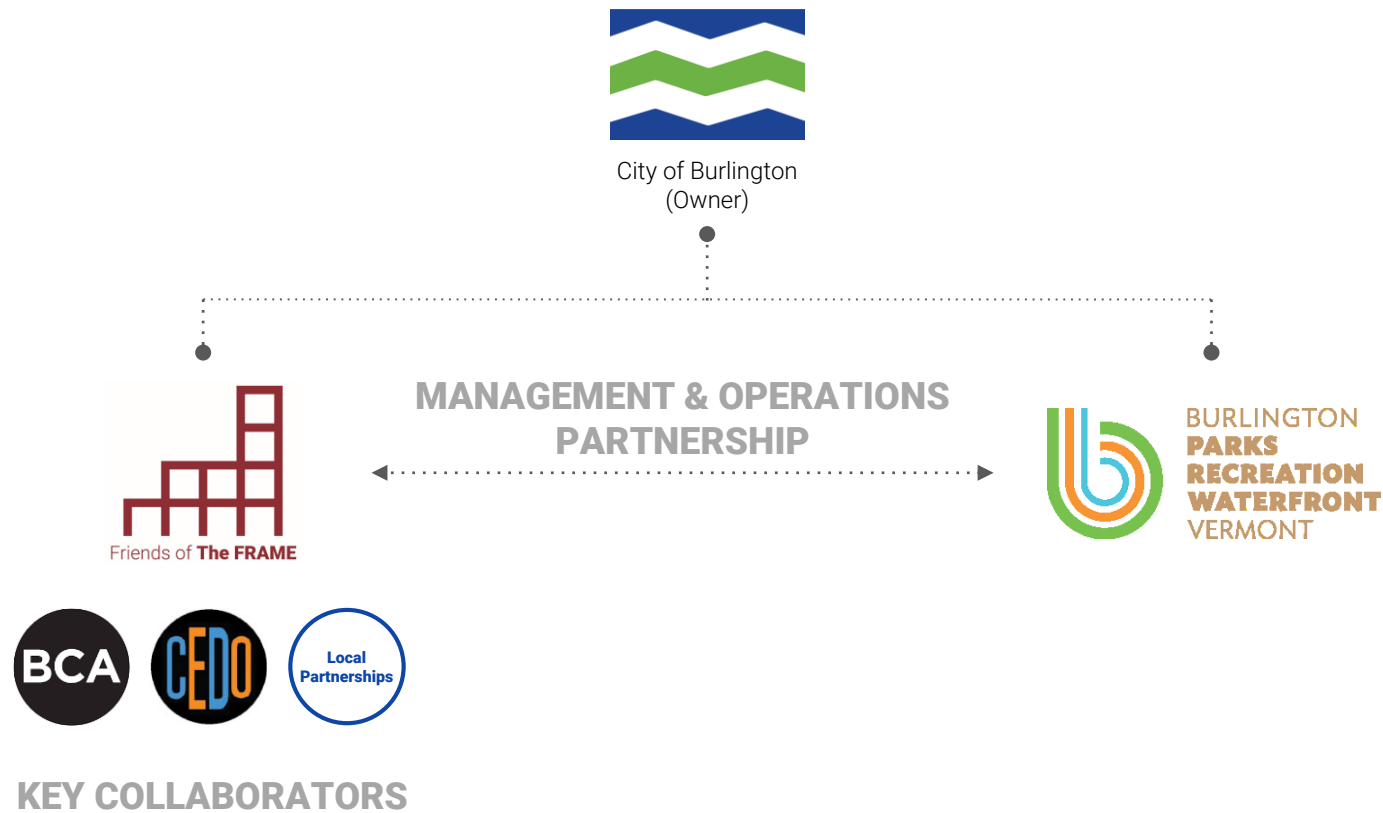
Contract with Friends of Frame to provide programming & activations for the next two summers, including:

- + 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.

2024-2025 Indoor and Outdoor Entertainment Permit Renewals
Regular City Council Meeting, March 25, 2024

Indoor:

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

Outdoor:

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



CITY COUNCIL

Standard Entertainment Permit Conditions – 2024-2025 Permit Year

The City Council hereby establishes the following standard conditions to be placed on all entertainment permits for the 2024-2025 Permit Year. By signing below, the Permittee agrees that it shall comply with all of the standard conditions in addition to any special conditions added to its specific permit.

Standard Entertainment Permit Conditions

1. The Permittee agrees that it shall comply with all City and State conditions, laws, ordinances and regulations and that the failure to do so may result in the City Council suspending or revoking the permit for violation of this condition.
2. Licensee agrees that it shall comply with all local, state, and federal orders, directives, regulations, guidance, and advisories relating to a public health emergency, and that the failure to do so may result in the City Council suspending or revoking the permit for violation of this condition.
3. Prior to any change in the type of entertainment, days of entertainment or hours of entertainment, Permittee acknowledges that it must first make a request to the City Council for approval and that failure to obtain prior approval may result in the suspension or revocation of the permit.
4. Permittee agrees that the approved Entertainment Permit must be posted and made readily available to law or fire enforcement officials.
5. All Permittees holding a cabaret license agree that they must obtain an Under 21 Permit from the Police Department prior to hosting any event or activity for persons under the age of 21. **The conditions for the under 21 permit may be obtained from the Police Department or City Clerk's Office.**
6. All permits are subject to Permittee's participation in the HRP Entertainment Noise Program. Permittee understands and agrees that under the Program it will not be exempt from the Noise Ordinance and may receive a noise ordinance violation ticket under the following circumstances:
 - (1) A noise complaint by a resident is received by the Burlington Police Department after 10 p.m. on Sunday through Thursday or after 11 p.m. on Friday or Saturday; and
 - (2) Audible noise is heard from inside the residence with its doors and windows closed; and
 - (3) Permittee has its doors or windows open.

Permittee agrees and acknowledges that the conditions described herein will be attached to its Entertainment Permit for the 2024-2025 Permit Year.

Name of Permittee/ Establishment

Signature- Duly Authorized



Fee \$25.00

May 1, 2024 ---- April 30, 2025

CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION

☐ Indoor

☒ Outdoor

PART I
ORGANIZATION

All information in this section is required

1. Corporation/Sole Proprietor name ___City of Burlington_____
2. D/B/A (Business Name) ___BCA_____ 3. Bus. Phone .846.2523 _____
4. Business Address ___135 Church St_____
5. Mailing Address ___Burlington, VT 05401_____
6. Contact person ___Zach Williamson_ 7. Contact Phone ___846-2523
8. Email contact address _zwilliamson@burlingtoncityarts.org

PART II
OPERATION

1. Do you currently have a Liquor License? Yes or **No**
2. Do you currently have an Entertainment Permit/Special Event Permit? Yes or **No**
3. Proposed Date(s) for this Special Event ___Saturday, April 6-Monday, April 8
4. Proposed Hours for this Special Event ___Various_____.
5. Proposed Location for this Special Event Specify if event will be on City street or right-of-way
Waterfront Park, Battery Park, Battery street, City Hall Park, Oakledge Park, Roosevelt Park, Leddy Park, Unitarian Church (Saturday), Contois Auditorium (Saturday & Sunday)

For this Proposed location please answer the following questions:

- a) Occupancy Load **See details** b) # of Restrooms **See details** c) # of Egresses **Variable** _____
- d) Date of last Fire/Safety Check _____ e) Dancing by Patrons? **Yes** or No
- f) Amplified Music? **Yes** or No g) Will additional staff and/or security be required? **Yes** or No

(Continued on back)

PART III DESCRIPTION OF ENTERTAINMENT

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

Description

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

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

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

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

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

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

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

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

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

April 6 – Brian Drourr, "Astronomical", BCA Center, 6 pm

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

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

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

April 8 – Various viewing sites:

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

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

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

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

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

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

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

Waterfront Park: 25,000 people

Battery Park: 5,000 people

Perkins Pier: 1,000 people

City Hall Park: 1,000 people

Roosevelt Park: 800 people

Oakledge Park: 500 people

Leddy Park: 500 people

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

Food options at Waterfront Park and City Hall Park

Fee \$25.00

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

DATE SIGNED: 2/16/24

SIGNATURE OF APPLICANT Zach Williamson

PRINT NAME: Zach Williamson

RELATIONSHIP TO BUSINESS Festival & Event Director

OFFICE USE ONLY

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

At their meeting of 3/20/24, the Burlington City Council License Committee recommended
Approval X Denial _____

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

Downtown Map



ROUTE 127 MAP





Fee \$25.00

May 1, 2024 ---- April 30, 2025

CITY OF BURLINGTON
SPECIAL EVENT
ENTERTAINMENT PERMIT APPLICATION

☒ Indoor

☒ Outdoor

PART I
ORGANIZATION

All information in this section is required

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

PART II
OPERATION

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

pdcm #7556
for \$25.00
2/20/24

For this Proposed location please answer the following questions:

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

Fee \$25.00

(Continued on back)

**PART III
DESCRIPTION OF ENTERTAINMENT**

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

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

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

DATE SIGNED: 2/15/24

SIGNATURE OF APPLICANT _____

PRINT NAME: Jake Ryan

RELATIONSHIP TO BUSINESS _Events Manager

OFFICE USE ONLY

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

At their meeting of 3/20/24, the Burlington City Council License Committee recommended
Approval X Denial _____

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



2024-2025 Tobacco License and Tobacco Substitute Endorsement Renewals
Regular City Council Meeting, Monday, March 25, 2024

Tobacco:

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

Tobacco Substitute Endorsements:

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



OFFICE OF THE ASSESSOR

City of Burlington

City Hall, Room 17, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7114

TO: Burlington City Council

FROM: Joe Turner, City Assessor

DATE: Monday, March 25, 2024

SUBJECT: Assessor's office final grand list reports

Each year, the Assessor's Office provides to the City Council a list of corrections made to the Grand List book post July 1. The Assessor's Office requests approval of the City Council for the corrections found on the Errors and Omissions list. These changes are minor and have a nominal effect on the Grand List and tax collections. As a matter of practice, the Assessor's Office also provides a summary of the Grand List and related Grand List reports. I submit to the City Council these documents after providing the State of Vermont Tax Department the Final Grand List summary report (411 Form).

The attached form and documents related to the Burlington Grand List for fiscal year 2024.

Attached contains the following documents;

1. Tax Book Report summary
2. Error & Omissions list.
3. State Tax's form 427
4. State Tax's form 411. It is a summary of the Grand List of values,
5. TIF 1 properties in the Waterfront Tax Increment Finance district
6. TIF 2 properties in the Downtown Tax Increment Finance district
7. TIF Proceeds Report

03/12/2024
03:16 pm

Burlington 23-24 As Billed Grand List
Tax Book Report
*** GRAND TOTALS ***

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jdorman

	MUNICIPAL	HOMESTEAD	NONHOMESTEAD

TAXABLE PARCELS	10,652		
ACRES	3,052.31		
LAND	1,686,151,616		
BUILDING	4,027,253,780		
REAL	5,713,405,400	2,330,410,471	3,382,994,929
Add			
(+) NON-APPROVED CONTRACTS		0	0
(+) NON-APPROVED FARM CONTRACTS		0	0
(+) INVENTORY	0		
(+) EQUIPMENT	134,227,986		6,982,067
Subtract			
(-) VETERAN	2,000,000	1,920,000	80,000
(-) FARM STAB	0	0	0
(-) CURRENT USE	198,500	0	198,500
(-) CONTRACTS	2,637,950	0	2,637,950
(-) SPECIAL EXEMP.		279,120	15,567,558

GRAND LIST	58,427,969.36	23,282,113.51	33,714,929.88
HOMESTEAD	3,756,940,376		
HOUSESITE	3,756,940,376		
LEASE	0.00		
NON-TAX COUNT	414		
NON-TAX VAL.	2,212,919,400		
MISCELLANEOUS TAXES:	120% COMMERCIAL		1,538,249.02
	DID tax		147,293.68
LATE HOMESTEAD PENALTY:			49,463.41

RATE NAME	TAX RATE	X GRAND LIST	= TOTAL RAISED

NONHOMESTEAD ED.	1.4591	33,714,929.88	49,193,454.26
HOMESTEAD ED.	1.4485	23,282,113.51	33,724,143.33
LOCAL AGREEMENT	0.0005	58,427,969.36	29,218.37
MUNICIPAL	0.7523	58,427,969.36	43,955,197.31
TOTAL TAX			128,637,019.38

	PARCEL ID	REAL PROPERTY / MUNICIPAL & EDUCATIONAL TAXES Owners Name	Mailing Address	ADDRESS 2	LUC	Error Appraised	Error Assessed	ERROR TAX	Correct Appraised	Correct Assessed	CORRECT TAX	TAX DIFFERENCE.	Notes:			
2	021-2-211-027	Glenn M. and Donna Fay			RC	414,900	414,900	9,133.20	411,900	411,900	9,067.12	-\$66.08	primary value was switched to override incorrectly and that reverted value to pre-			
4	049-3-007-000	Burlington Housing Authority			RA	712,200	712,200	14,713.96	0	0	-	-\$14,713.96	Sold to BHA and was not made Exempt			
5	049-3-004-000	Burlington Housing Authority			R3	252,400	252,400	5,214.56	0	0	-	-\$5,214.56	Sold to BHA and was not made Exempt			
6	045-4-034-000	Michael and Kathryn Sarvak			CR	119,700	143,640	2,815.04	570,000	684,000	12,727.48	\$9,912.44	BOTA decision value FY21-22 was never updated by J.Vickery. Made correction.			
7	021-2-211-107	Jack & Ann Barnes			RC	376,000	376,000	-	376,000	376,000	8,316.72	\$8,316.72	This Bill was sent to the wrong owner,			
8	033-1-022-000	George Karson Et aL			R1	411,300	411,300	9,064.80	411,300	411,300	8,184.28	-\$880.52	Veteran Exemption applied. This name was omitted in error from the list provided by the Office of Veteran Affairs.			
14	028-2-186-000	STEVEN A BLAISDELL			R1	246,300	246,300	5,421.80	286,300	286300	6,302.32	\$880.52	Veteran Exemption applied. This name was omitted in error from the list provided by the Office of Veteran Affairs.			
						2,286,500			1,769,200		TOTAL:	\$ (1,765.44)	CHANGE OF TAXES (CITY & ED. COMBINED)			
							APPRAISED DIFFERENCE		(517,300)							
	ACCOUNT	BUSINESS PERSONAL PROPERTY OWNERS NAME	Mailing Address	ADDRESS 2		Error Appraised	Error Assessed	ERROR TAX	Correct Appraised	Correct Assessed	CORRECT TAX	TAX DIFFERENCE.	Notes:			
1	PPP070003	Wells Fargo Vendor Financial				\$196,170.00	\$196,170.00	\$1,771.92	\$133,090.00	\$133,090.00	\$1,297.04	\$ (474.88)	data entry error			
2	PPP031900	Casella				\$7,552,187.00	\$7,552,187.00	\$68,215.88	\$673,460.00	\$673,460.00	\$6,083.76	\$ (62,132.12)	JT late notice from Casella			
													Less			
											TOTAL:	\$ (62,607.00)	MUNICIPAL TAX REVENUE			
							APPRAISED DIFFERENCE									

	PARCEL ID	REAL PROPERTY / MUNICIPAL & EDUCATIONAL TAXES Owners Name	Mailing Address	ADDRESS 2	LUC	Notes:
1	028-2-138-000	Donna Burnham			R1	Not a Value Error
2	045-2-034-112	Warren Shang			RC	Not a Value error. PTTR from Dec was entered incorrectly.
3	050-1-073-000	Rieley Properties LLC			R3	Not a Value error. Address had PO BOX 4276. Correct is PO BOX 4279
4	028-1-222-000	Rose Castor, Daniel Conklin			R1	Not a value error. Name was never changed when PTTR was recorded.
5	027-2-173-027	Jonathan & Dorothy Carter			RC	Not a value error, secondary buyer was not added as owner.
6	045-1-336-000	Danielle Nalette			R1	Not a value error Name was spelled incorrectly.
7	045-1-277-000	Kirk Dombrowski Colleen Syron			R1	Not a value error. Owner was never updated after last transfer in 12/2021
8	033-1-086-000	Christopher Ouellette &			R1	Not a Value Error was a name error. Owners first names were mixed.
9	023-3-082-000	Aaron Mitton			R1	Not a value error. Owner was never updated after last transfer in 1/2022
10	057-4-212-000	Courtney Gardner			R1	Not a value error. PTTR recorded was never entered into CAMA System.
11	021-2-211-107	Jack & Ann Barnes			RC	This Bill was sent to the wrong owner, name was updated and bill sent to correct owner.
12	049-1-003-000	Burlington Houseing Authority			RA	The owner name was incorrectly listed via a transfer conveying just eastment rights.
13	057-3-033-001	City of Burlington			EU	EXEMPT. Property owner was misrepresented as champlain broadband
14	028-3-155-001	City of Burlington			EU	EXEMPT. Property owner was misrepresented as Burlington Telecom
15	023-4-038-001	City of Burlington			EU	EXEMPT. Property owner was misrepresented as Burlington Telecom
16	044-1-249-001	City of Burlington			EU	EXEMPT. Property owner was misrepresented as Burlington Telecom
17	050-2-076-000	FLANAGAN, TED B & JOYCE B			R1	PTTR update after the fact
18	028-1-095-000	KIRK ERIN			R1	PTTR update after the fact
19	054-2-128-000	HORAN, JOHN J			R1	PTTR update after the fact
20	046-2-047-000	IXCELA, LLC			R1	PTTR update after the fact
21	029-1-029-000	HERMAN, DANIEL			R1	PTTR update after the fact
22	049-4-066-000	BERKOVICH, ALEXANDER and BORIS			R1	PTTR data input after the fact.
23	059-3-006-131	HEINGARTNER, WHITNEY			RC	PTTR data input after the fact.
24	059-3-006-107	HEINGARTNER, KYLEE J.			RC	PTTR data input after the fact.
25	029-3-053-000	CUNNINGHAM, STEPHEN, MARY & NICHOLAS			RL	PTTR data input after the fact.
26	039-2-031-000	MCCANN, MICHAEL J			R1	PTTR data input after the fact.
27	046-3-079-000	Vermont Gas Systems			UO	Corrected ownership for FY24 in time to rebill the correct owner who is Vermont Gas Systems.
28	028-2-038-000	Spencer Bailey			R1	Not a Value Error was a name error. Wife was removed in 5/14/2021
29	025-2-091-000	Randy and Evgenia Quaid			R1	Error note value related. C/T office did not provide Deed/PTTR to Assessors; thus, owner of record not updated at appropriate time

08/17/2023
11:30 am

Burlington 23-24 As Billed Grand List
Form 427
In All Districts Using "As Billed/Freeze" Data

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jdorman

Number of Installments - 4

Installment Due Dates - 08/12/2023,11/12/2023,03/12/2024,06/12/2024

Installment Calculation Type - Exactly Even Method

One Grand List Unit Equals 100 Dollars

RATE NAME	TAX RATE	GRAND LIST	TOTAL TAXES
9 NONHOMESTEAD ED.	1.4591	34,429,928.84	50,236,709.23
8 HOMESTEAD ED.	1.4485	22,572,650.95	32,696,485.65
1 LOCAL AGREEMENT	0.0005	58,503,888.43	29,256.31
0 MUNICIPAL	0.7523	58,503,888.43	44,012,313.14

MISCELLANEOUS FEES INCLUDE IN HOUSESITE TAX

1 120% COMMERCIAL			1,548,598.08
2 DID tax			159,969.28

Additional taxes from other entities for this municipality

RATE NAME	TAX RATE	GRAND LIST	TOTAL TAXES
1 NONE			

Name: Jacob Dorman

Title: Acting City Assessor Date: 08/17/2023

(Taxable properties only - State and Non-tax status properties are not listed below)

REAL ESTATE Category/Code	Parcel Count	Municipal Listed Value	Homestead Ed Listed Value	Nonhmstd Ed. Listed Value	Total Education Listed Value
Residential I R1	9,022	3,861,659,400	2,313,603,385	1,548,056,015	3,861,659,400
Residential II R2	3	9,442,800	1,442,800	8,000,000	9,442,800
Mobile Homes-U MHU	117	3,338,300	2,411,800	926,500	3,338,300
Mobile Homes-L MHL	7	1,154,000	910,400	243,600	1,154,000
Seasonal I S1	42	21,765,200	468,000	21,297,200	21,765,200
Seasonal II S2	0	0	0	0	0
Commercial C	542	868,133,600	4,120,710	864,012,890	868,133,600
Commercial Apts CA	418	761,889,200	6,911,476	754,977,724	761,889,200
Industrial I	17	54,443,400	0	54,443,400	54,443,400
Utilities-E UE	6	47,617,200	0	47,617,200	47,617,200
Utilities-O UO	4	29,098,700	0	29,098,700	29,098,700
Farm F	2	680,200	0	680,200	680,200
Other O	0	0	0	0	0
Woodland W	0	0	0	0	0
Miscellaneous M	256	54,183,400	963,000	53,220,400	54,183,400
TOTAL LISTED REAL	10,436	5,713,405,400	2,330,831,571	3,382,573,829	5,713,405,400
P.P. Cable	2	6,982,067		6,982,067	6,982,067
P.P. Equipment	213	127,245,919			
P.P. Inventory	0	0			
TOTAL LISTED P.P.	215	134,227,986		6,982,067	6,982,067
TOTAL LISTED VALUE		5,847,633,386	2,330,831,571	3,389,555,896	5,720,387,467
EXEMPTIONS					
Veterans 10K	50/50	500,000	480,000	20,000	500,000
Veterans >10K		1,500,000			
Total Veterans		2,000,000	480,000	20,000	500,000
P.P. Contracts	0	0			
Contract Apprv VEPC	0/0	0	0	0	0
Grandfathered	0/0	0	0	0	0
Non-Apprv(voted)	0/0	0			
Owner Pays Ed Tax	0/0	0			
Total Contracts	0/0	0	0	0	0
FarmStab Apprv VEPC	0/0	0	0	0	0
Farm Grandfathered	0/0	0	0	0	0
Non-Apprv(voted)	0/0	0			
Owner Pays Ed Tax	0/0	0			
Total FarmStabContr	0/0	0	0	0	0
Current Use	2/2	198,500	0	198,500	198,500
Special Exemptions	73		279,120	15,567,558	15,846,678
Partial Statutory	2/2	2,637,950	0	2,637,950	2,637,950
Sub-total Exemptions		4,836,450	759,120	18,424,008	19,183,128
TIF 1 Exemption	93 see footnote		18,473,600	61,241,120	79,714,720
TIF 1-2 Exemption	93 see footnote		5,148,000	20,286,484	25,434,484
TIF 2 Exemption	247 see footnote		4,787,641	77,171,118	81,958,759
Total TIFs			28,409,241	158,698,722	187,107,963
Total Exemptions		4,836,450	29,168,361	177,122,730	206,291,091
TOTAL MUNICIPAL GRAND LIST		58,427,969.36			
TOTAL EDUCATION GRAND LIST			23,016,632.10	32,124,331.66	55,140,963.76
NON-TAX 414 NON-TAX PARCELS ARE NOT INCLUDED ON THE 411 EXCEPT EDUCATION TIF BASE TOTALS					

(Taxable properties only - State and Non-tax status properties are not listed below)

REAL ESTATE	Parcel	Municipal	Homestead Ed	Nonhmstd Ed.	Total Education
Category/Code	Count	Listed Value	Listed Value	Listed Value	Listed Value

| Status on Personal Property |

| 1) Has inventory been exempted by vote of town/city? Yes_XX_ No____ |

| 2) Has machinery and equipment been exempted by
| vote of your town/city? Yes____ No_XX_ |

| 3) If yes for #2, what portion is now exempt?
| (include percentage) _____ |

| 4) If no for #2, please indicate below how your town/city is
| assessing business personal property (Place "X" by option used)
| a) at fair market value __XX_ b) at depreciated value _____ |

| Summary of Adjustments to Taxable Values (Local Agreements Etc.) |

Approved (VEPC) Contracts/Exemptions	0
Grandfathered Contracts/Exemptions	0
Non-Approved (Voted) Contracts/Exemptions	0
Homestead Non-Approved (Voted) Contracts/Exemptions	0
Nonhmstd Non-Approved (Voted) Contracts/Exemptions	0
Municipal Contracts (Owner Pays Ed Tax)	0
Special Exemptions	15,846,678
Current Use (Use Value Appraisal Program)	198,500
Veteran Exemptions	500,000
Homestead Veteran Exemptions beyond 10K	1,440,000
Nonhmstd Veteran Exemptions beyond 10K	60,000
Partial Statutory Exemptions	2,637,950
Homestead TIF Exemptions	28,409,241
Nonhmstd TIF Exemptions	158,698,722

* Municipal TIF payments should be included in the municipal budget when calculating tax rates.

01/16/2024
02:44 pm

Burlington 23-24 As Billed Grand List
CONTRACTS - (Town code: 114)
Main District: Listed By Type and Date Voted

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jdorman

DATE VOTED	PARCEL ID	NAME	CAT. CODE	BEGINNING DATE	ENDING DATE	STATUTE TITLE	CODE	VALUE BEFORE EXEMPTION	CONTRACT AMOUNT	ASSMT LESS CONTRACT

/ /	045-3-030-000	BURLINGTON MONTHLY MEETIN	C	/ /	/ /	3840		1,210,300	605,150	605,150
Partial	114-035-16258							Nonhomestead	605,150	605,150
		Non-Taxable Church Etc							-----,---	
									605,150	
/ /	057-1-010-000	COMMUNITY HEALTH CENTER O	C	/ /	/ /			2,414,200	2,032,800	381,400
Partial	114-035-19509							Nonhomestead	2,032,800	381,400
		Non-Taxable Church Etc							-----,---	
									2032,800	

STATUTE

The real property parcels listed below are exempt from the property tax under Vermont law. These parcels are included in the grand list book in accord with 32 VSA section 41.52 and subject to parcel payments under 32 VSA section 4041a. Payment can only be issues if complete and accurate information is provided. Do not include parcels subject to local agreements.

OWNER NAME	PARCEL ID	CATEGORY	PROPERTY DESCRIPTION	LOCATION	VALUE ESTIMATE
AMERICAN NATIONAL RED CROSS	045-4-052-000	C			6,143,400
	4) 32 VSA § 3802(2)				
ARROWAY INC	049-4-093-000	R1			546,100
	7) 32 VSA § 3802(4):3832(2)				
AWAKENING SANCTUARY, INC.	028-4-121-000	CA			2,121,600
	7) 32 VSA § 3802(4):3832(2)				
BOYS & GIRLS CLUB OF BURLINGTO	039-4-179-000	C			2,272,900
	7) 32 VSA § 3802(4):3832(2)				
BURLINGTON CHILDREN'S SPACE, INC.	044-3-148-000	C			747,900
	7) 32 VSA § 3802(4):3832(2)				
BURLINGTON COMMUNITY DEVL CO	057-1-050-000	M			900,000
	8) 32 VSA § 5401(10) (F)				
BURLINGTON ELECTRIC DEPARTMENT	040-1-002-002	UE			500
	8) 32 VSA § 5401(10) (F)				
BURLINGTON ELECTRIC DEPARTMENT	041-4-043-000	M			26,100
	8) 32 VSA § 5401(10) (F)				
BURLINGTON ELECTRIC DEPARTMENT	043-4-004-001	UE			1,689,700
	8) 32 VSA § 5401(10) (F)				
BURLINGTON ELECTRIC DEPARTMENT	046-1-009-000	M			105,500
	8) 32 VSA § 5401(10) (F)				
BURLINGTON ELECTRIC DEPARTMENT	046-4-006-000	UE			85,600
	8) 32 VSA § 5401(10) (F)				
BURLINGTON ELECTRIC DEPARTMENT	060-1-059-000	UE			159,900
	8) 32 VSA § 5401(10) (F)				
BURLINGTON EMERGENCY SHELTER	044-1-254-000	CA			608,900
	7) 32 VSA § 3802(4):3832(2)				
BURLINGTON HOUSING AUTHORITY	024-2-030-000	CA			1,101,100
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	024-2-031-000	R1			288,900
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	024-2-033-000	C			7,456,500
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	024-2-033-001	M			702,000
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	024-2-155-000	M			252,000
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	024-4-036-000	M			206,900
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	024-4-135-000	M			206,900
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	039-4-224-000	CA			1,019,800
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	040-2-078-000	CA			5,076,300
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	040-2-098-000	C			896,600
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	040-2-101-000	R1			370,600
	7) 32 VSA § 3802(4):3832(2)				
BURLINGTON HOUSING AUTHORITY	040-2-103-000	R1			265,100
	4) 32 VSA § 3802(2)				
BURLINGTON HOUSING AUTHORITY	040-2-105-000	R1			425,500
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	040-4-001-000	CA			3,874,600
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	044-2-013-000	R1			436,600
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	044-2-019-000	CA			5,600,700
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	044-4-046-000	R1			832,800
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	049-1-003-000	CA			1,983,800
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	049-1-055-000	CA			2,589,600
	29) 24 VSA § 3216; 4003				

OWNER NAME	PARCEL ID STATUTE	CATEGORY	PROPERTY DESCRIPTION	LOCATION	VALUE ESTIMATE
BURLINGTON HOUSING AUTHORITY	049-1-059-000	CA			1,235,400
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	049-1-060-000	R1			1,011,400
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	049-1-115-001	C			1,117,700
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	049-1-115-005	C			651,100
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	049-1-136-000	CA			5,678,600
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	049-1-137-000	C			582,600
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	049-3-004-000	R1			252,400
	4) 32 VSA § 3802(2)				
BURLINGTON HOUSING AUTHORITY	049-3-007-000	CA			712,200
	4) 32 VSA § 3802(2)				
BURLINGTON HOUSING AUTHORITY	049-3-044-000	R1			419,900
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	049-4-031-000	CA			1,618,300
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	049-4-035-000	CA			1,435,100
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	049-4-054-000	CA			804,300
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	049-4-059-000	CA			12,169,200
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	049-4-104-000	CA			845,700
	29) 24 VSA § 3216; 4003				
BURLINGTON HOUSING AUTHORITY	049-4-105-000	CA			885,800
	29) 24 VSA § 3216; 4003				
CHAMPLAIN COLLEGE INC.	050-2-019-001	C			4,522,100
	12) 32 VSA § 3831(a) (b) (c)				
CHAMPLAIN DRUG AND ALCOHOL SERVICE	044-4-152-000	R1			358,000
	7) 32 VSA § 3802(4) :3832(2)				
CHAMPLAIN HOUSING TRUST	040-2-067-000	C			687,600
	7) 32 VSA § 3802(4) :3832(2)				
CHAMPLAIN HOUSING TRUST	044-3-162-000	C			637,500
	7) 32 VSA § 3802(4) :3832(2)				
CHAMPLAIN HOUSING TRUST	045-2-233-000	CA			1,116,400
	7) 32 VSA § 3802(4) :3832(2)				
CHAMPLAIN HOUSING TRUST	049-3-037-000	CA			774,400
	7) 32 VSA § 3802(4) :3832(2)				
CHAMPLAIN HOUSING TRUST	049-4-055-000	CA			642,700
	7) 32 VSA § 3802(4) :3832(2)				
CHAMPLAIN HOUSING TRUST	049-4-061-000	R1			792,600
	7) 32 VSA § 3802(4) :3832(2)				
CHAMPLAIN HOUSING TRUST INC	054-1-023-000	CA			958,400
	7) 32 VSA § 3802(4) :3832(2)				
CHAMPLAIN HOUSING TRUST INC	044-3-095-000	CA			427,100
	7) 32 VSA § 3802(4) :3832(2)				
CHAMPLAIN HOUSING TRUST INC	044-3-148-002	M			360,000
	7) 32 VSA § 3802(4) :3832(2)				
CHAMPLAIN HOUSING TRUST INC	054-2-001-000	C			1,728,900
	7) 32 VSA § 3802(4) :3832(2)				
CHITTENDEN CNTY SUPERIOR COURT	049-3-111-000	C			9,352,800
	2) 32 VSA § 3802(1)				
CHITTENDEN COUNTY SENIOR, CITIZENS	028-3-140-000	CA			1,819,000
	7) 32 VSA § 3802(4) :3832(2)				
CHITTENDEN COUNTY, TRANSPORTATION A	060-1-063-000	C			3,279,700
	2) 32 VSA § 3802(1)				
CHITTENDEN SOLID WASTE DIST	057-2-124-000	M			450,000
	31) 24 VSA § 3683				
CITY BURLINGTON ELECTRIC DEPT	053-2-005-000	C			5,301,100
	8) 32 VSA § 5401(10) (F)				
CITY CEDO	040-1-001-000	M			135,000
	8) 32 VSA § 5401(10) (F)				
CITY CHURCH STREET MARKETPLACE	044-4-023-000	C			417,300
	8) 32 VSA § 5401(10) (F)				
CITY DPW	029-3-049-000	M			138,400
	8) 32 VSA § 5401(10) (F)				

OWNER NAME	PARCEL ID STATUTE	CATEGORY	PROPERTY DESCRIPTION	LOCATION	VALUE ESTIMATE
CITY DPW	039-2-053-000	C			71,500
	8) 32 VSA § 5401(10)	(F)			
CITY DPW	040-4-027-000	M			124,100
	8) 32 VSA § 5401(10)	(F)			
CITY DPW	044-2-014-002	C			8,348,300
	8) 32 VSA § 5401(10)	(F)			
CITY DPW	044-2-022-000	M			392,000
	8) 32 VSA § 5401(10)	(F)			
CITY DPW	044-4-028-000	C			6,364,500
	8) 32 VSA § 5401(10)	(F)			
CITY DPW	044-4-048-000	M			823,000
	8) 32 VSA § 5401(10)	(F)			
CITY DPW	045-1-001-000	M			68,900
	8) 32 VSA § 5401(10)	(F)			
CITY DPW	049-1-144-001	C			4,111,300
	8) 32 VSA § 5401(10)	(F)			
CITY DPW	049-2-019-000	C			2,008,600
	8) 32 VSA § 5401(10)	(F)			
CITY DPW	049-3-159-001	M			510,500
	8) 32 VSA § 5401(10)	(F)			
CITY DPW	049-3-187-000	M			2,731,500
	8) 32 VSA § 5401(10)	(F)			
CITY DPW	053-2-004-000	C			9,635,100
	8) 32 VSA § 5401(10)	(F)			
CITY DPW	054-2-086-000	M			21,600
	8) 32 VSA § 5401(10)	(F)			
CITY DPW	054-2-144-000	M			33,900
	8) 32 VSA § 5401(10)	(F)			
CITY DPW CEMETERY DEPARTMENT	038-1-002-000	R2			1,578,100
	14) 32 VSA § 3802(7)	18 VSA §5317			
CITY DPW CEMETERY DEPARTMENT	044-3-282-000	M			1,215,300
	14) 32 VSA § 3802(7)	18 VSA §5317			
CITY DPW CEMETERY DEPARTMENT	046-3-104-000	M			498,200
	14) 32 VSA § 3802(7)	18 VSA §5317			
CITY DPW PARKS REC DEPT	003-2-001-000	M			540,000
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	020-3-029-000	M			8,200
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	023-1-006-000	M			635,200
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	023-2-001-000	M			702,000
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	023-2-009-000	M			531,400
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	024-4-112-000	M			2,006,300
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	024-4-134-000	M			206,900
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	025-4-005-000	M			3,879,500
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	027-1-062-000	M			413,800
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	027-2-001-000	M			737,200
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	028-2-220-000	M			1,228,500
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	032-3-052-000	C			5,172,300
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	033-3-005-000	M			1,246,100
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	034-2-014-000	M			519,900
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	037-3-005-000	C			3,664,700
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	038-4-133-000	M			66,700
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	039-4-051-000	M			59,200
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	039-4-137-000	M			180,000
	8) 32 VSA § 5401(10)	(F)			

OWNER NAME	PARCEL ID STATUTE	CATEGORY	PROPERTY DESCRIPTION	LOCATION	VALUE ESTIMATE
CITY DPW PARKS REC DEPT	039-4-167-000	M			523,500
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	040-2-112-000	M			228,200
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	043-4-001-000	C			3,315,000
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	044-2-028-000	M			4,543,700
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	045-1-189-000	M			514,400
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	046-3-001-000	M			747,800
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	046-3-012-000	M			201,100
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	049-1-043-000	M			333,700
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	049-2-041-000	C			3,448,400
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	049-4-060-000	M			781,800
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	053-3-020-000	M			106,900
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	053-4-082-000	C			3,076,900
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	054-2-157-000	M			211,900
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	056-2-017-000	C			1,908,800
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	057-1-044-000	M			717,400
	8) 32 VSA § 5401(10)	(F)			
CITY DPW PARKS REC DEPT	060-3-012-000	M			792,600
	8) 32 VSA § 5401(10)	(F)			
CITY DPW WATER/WASTEWATER	029-3-054-000	M			161,000
	8) 32 VSA § 5401(10)	(F)			
CITY DPW WATER/WASTEWATER DEPT	021-1-036-000	C			2,980,100
	8) 32 VSA § 5401(10)	(F)			
CITY DPW WATER/WASTEWATER DEPT	027-4-137-000	M			17,600
	8) 32 VSA § 5401(10)	(F)			
CITY DPW WATER/WASTEWATER DEPT	043-4-004-000	C			6,155,500
	8) 32 VSA § 5401(10)	(F)			
CITY DPW WATER/WASTEWATER DEPT	046-1-001-000	C			2,275,700
	8) 32 VSA § 5401(10)	(F)			
CITY DPW WATER/WASTEWATER DEPT	049-2-040-000	C			9,416,800
	8) 32 VSA § 5401(10)	(F)			
CITY DPW WATER/WASTEWATER DEPT	050-3-049-000	C			1,701,700
	8) 32 VSA § 5401(10)	(F)			
CITY DPW WATER/WASTEWATER DEPT	050-4-099-000	C			1,791,100
	8) 32 VSA § 5401(10)	(F)			
CITY DPW WATER/WASTEWATER DEPT	051-1-034-001	C			628,600
	8) 32 VSA § 5401(10)	(F)			
CITY FIRE DEPARTMENT	028-3-060-000	C			1,618,800
	8) 32 VSA § 5401(10)	(F)			
CITY FIRE DEPARTMENT	035-2-003-000	M			24,000
	8) 32 VSA § 5401(10)	(F)			
CITY FIRE DEPARTMENT	043-3-110-000	C			1,393,400
	8) 32 VSA § 5401(10)	(F)			
CITY FIRE DEPARTMENT	045-4-032-000	C			808,600
	8) 32 VSA § 5401(10)	(F)			
CITY FIRE DEPARTMENT	049-3-187-001	C			953,300
	8) 32 VSA § 5401(10)	(F)			
CITY FIRE DEPARTMENT	057-2-061-000	C			1,258,100
	8) 32 VSA § 5401(10)	(F)			
CITY LIBRARY DEPARTMENT	049-3-187-002	C			8,212,100
	11) 22 VSA § 109: 32 VSA § 3802(4): 3800				
CITY OF BURLINGTON	021-1-004-000	M			40,300
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	023-4-038-001	UO			34,600
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	028-1-133-000	M			11,500
	8) 32 VSA § 5401(10)	(F)			

OWNER NAME	PARCEL ID STATUTE	CATEGORY	PROPERTY DESCRIPTION	LOCATION	VALUE ESTIMATE
CITY OF BURLINGTON	028-1-188-000	M			9,100
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	028-2-075-000	M			35,100
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	028-2-162-000	M			35,100
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	028-3-038-000	M			12,900
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	028-3-155-001	UO			44,300
	2) 32 VSA § 3802(1)				
CITY OF BURLINGTON	038-2-006-000	M			5,115,100
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	038-4-024-000	C			1,846,900
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	039-4-128-000	M			264,900
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	043-3-207-000	C			4,829,400
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	043-4-007-000	C			2,262,400
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	044-1-120-000	M			70,000
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	044-1-249-001	UO			31,700
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	044-2-031-000	M			307,600
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	044-4-243-000	C			6,200
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	049-1-085-000	M			681,600
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	049-2-031-000	M			205,300
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	049-3-102-000	C			6,443,700
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	049-3-188-000	M			750,400
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	053-1-003-000	M			850,500
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	053-2-008-000	M			211,800
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	057-1-013-000	M			315,000
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	057-1-049-000	M			315,000
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	057-1-051-000	M			225,000
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	057-2-045-000	M			315,000
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	057-2-063-000	M			315,000
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	057-2-086-000	M			315,000
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	057-2-118-000	M			315,000
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	057-3-033-001	UO			111,300
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	058-1-067-000	M			315,000
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	060-1-001-000	M			1,890,000
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON	060-3-001-000	M			2,088,000
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON - PARKS DEP	031-3-014-000	M			27,400
	8) 32 VSA § 5401(10)	(F)			
CITY OF BURLINGTON, (OWNER)	043-4-007-503	M			590,200
	7) 32 VSA § 3802(4)	:3832(2)			
CITY SCHOOL DEPARTMENT	023-4-038-000	C			7,875,600
	8) 32 VSA § 5401(10)	(F)			
CITY SCHOOL DEPARTMENT	028-3-155-000	C			12,702,700
	8) 32 VSA § 5401(10)	(F)			

OWNER NAME	PARCEL ID STATUTE	CATEGORY	PROPERTY DESCRIPTION	LOCATION	VALUE ESTIMATE
CITY SCHOOL DEPARTMENT	029-1-129-000	C			10,437,900
	8) 32 VSA § 5401(10) (F)				
CITY SCHOOL DEPARTMENT	033-4-019-000	C			34,844,200
	8) 32 VSA § 5401(10) (F)				
CITY SCHOOL DEPARTMENT	034-2-001-000	M			2,020,500
	8) 32 VSA § 5401(10) (F)				
CITY SCHOOL DEPARTMENT	039-4-089-000	C			7,028,400
	8) 32 VSA § 5401(10) (F)				
CITY SCHOOL DEPARTMENT	044-1-249-000	C			4,819,900
	8) 32 VSA § 5401(10) (F)				
CITY SCHOOL DEPARTMENT	045-2-024-000	C			2,112,500
	8) 32 VSA § 5401(10) (F)				
CITY SCHOOL DEPARTMENT	046-2-016-000	C			3,116,300
	8) 32 VSA § 5401(10) (F)				
CITY SCHOOL DEPARTMENT	049-3-207-000	C			24,520,200
	8) 32 VSA § 5401(10) (F)				
CITY SCHOOL DEPARTMENT	057-3-033-000	C			9,870,400
	8) 32 VSA § 5401(10) (F)				
CITY TREASURER	028-1-197-000	M			14,700
	8) 32 VSA § 5401(10) (F)				
CITY TREASURER	028-1-197-001	M			21,100
	8) 32 VSA § 5401(10) (F)				
CITY TREASURER	028-2-116-000	M			4,700
	8) 32 VSA § 5401(10) (F)				
CITY TREASURER	028-2-118-000	M			87,800
	8) 32 VSA § 5401(10) (F)				
CITY TREASURER	029-1-130-000	C			2,598,300
	8) 32 VSA § 5401(10) (F)				
CITY TREASURER	044-2-014-003	C			2,410,600
	8) 32 VSA § 5401(10) (F)				
CITY TREASURER	049-3-114-000	C			10,044,900
	8) 32 VSA § 5401(10) (F)				
COLLEGE STREET CONGREGATIONAL	049-3-180-000	C			3,017,100
	9) 32 VSA § 3802(4) : 3832(2)				
COMMITTEE ON TEMP SHELTER	044-3-037-000	CA			1,456,700
	7) 32 VSA § 3802(4) : 3832(2)				
COMMITTEE ON TEMP SHELTER	044-4-071-000	CA			687,400
	7) 32 VSA § 3802(4) : 3832(2)				
COMMITTEE ON TEMP SHELTER	049-3-085-000	C			1,266,100
	7) 32 VSA § 3802(4) : 3832(2)				
COMMITTEE ON TEMPORARY SHELTER	044-1-330-000	CA			350,100
	7) 32 VSA § 3802(4) : 3832(2)				
COMMUNITY HEALTH CENTER OF BUR	049-3-057-000	M			585,100
	18) 32 VSA § 3802(16)				
COMMUNITY HEALTH CENTER OF, BURLING	040-2-079-000	C			8,184,200
	18) 32 VSA § 3802(16)				
COMMUNITY HEALTH CENTER OF, BURLING	049-3-190-000	C			1,464,000
	18) 32 VSA § 3802(16)				
COYNE, CHRISTOPHER	053-4-067-000	C			7,576,600
	9) 32 VSA § 3802(4) : 3832(2)				
DISMAS OF VERMONT INC	045-2-155-000	CA			661,700
	7) 32 VSA § 3802(4) : 3832(2)				
ELIZABETH LUND HOME INC	058-2-011-000	CA			4,559,600
	7) 32 VSA § 3802(4) : 3832(2)				
EPISCOPALIAN DIOCESE	037-3-004-006	R1			227,400
	9) 32 VSA § 3802(4) : 3832(2)				
EPISCOPALIAN DIOCESE	037-3-004-010	S1			169,700
	9) 32 VSA § 3802(4) : 3832(2)				
EPISCOPALIAN DIOCESE	044-2-004-000	C			6,587,200
	9) 32 VSA § 3802(4) : 3832(2)				
EPISCOPALIAN DIOCESE OF, VERMONT	037-3-004-000	R2			7,543,300
	9) 32 VSA § 3802(4) : 3832(2)				
EPISCOPALIAN DIOCESE OF, VERMONT	037-3-004-001	R1			247,700
	9) 32 VSA § 3802(4) : 3832(2)				
EPISCOPALIAN DIOCESE OF, VERMONT	037-3-004-002	C			647,900
	9) 32 VSA § 3802(4) : 3832(2)				
EPISCOPALIAN DIOCESE OF, VERMONT	037-3-004-003	R1			242,100
	9) 32 VSA § 3802(4) : 3832(2)				
EPISCOPALIAN DIOCESE OF, VERMONT	037-3-004-004	R1			69,300
	9) 32 VSA § 3802(4) : 3832(2)				

OWNER NAME	PARCEL ID STATUTE	CATEGORY	PROPERTY DESCRIPTION	LOCATION	VALUE ESTIMATE
EPISCOPALIAN DIOCESE OF, VERMONT	037-3-004-005	R1			836,400
	9) 32 VSA § 3802(4): 3832(2)				
EPISCOPALIAN DIOCESE OF, VERMONT	037-3-004-007	C			4,454,600
	9) 32 VSA § 3802(4): 3832(2)				
EPISCOPALIAN DIOCESE OF, VERMONT	037-3-004-008	CA			640,200
	9) 32 VSA § 3802(4): 3832(2)				
EPISCOPALIAN DIOCESE OF, VERMONT	037-3-004-009	CA			910,200
	9) 32 VSA § 3802(4): 3832(2)				
FIRST BAPTIST CHURCH	049-3-018-000	C			3,989,400
	9) 32 VSA § 3802(4): 3832(2)				
FIRST CHURCH OF, CHRIST SCIENTIST	054-1-043-000	C			1,298,100
	9) 32 VSA § 3802(4): 3832(2)				
FIRST CONGREGATIONAL CHURCH	044-4-076-000	C			6,909,500
	9) 32 VSA § 3802(4): 3832(2)				
FIRST UNITARIAN UNIVERSALIST, SOCIET	044-4-081-000	C			5,246,300
	9) 32 VSA § 3802(4): 3832(2)				
FIRST UNITED METHODIST CHURCH	044-4-077-000	C			4,554,800
	9) 32 VSA § 3802(4): 3832(2)				
FLYNN EST J J TRUSTEE	049-3-091-000	C			2,188,500
	7) 32 VSA § 3802(4): 3832(2)				
FLYNN THEATRE FOR THE ARTS	049-3-090-000	C			5,967,800
	7) 32 VSA § 3802(4): 3832(2)				
GREEK ORTHODOX CHURCH	054-2-015-000	CA			1,693,600
	9) 32 VSA § 3802(4): 3832(2)				
HOWARD CENTER FOR HUMAN SERVICES IN	060-3-014-000	C			15,296,900
	7) 32 VSA § 3802(4): 3832(2)				
HOWARD CENTER FOR HUMAN, SERVICES I	044-3-263-000	CA			730,400
	7) 32 VSA § 3802(4): 3832(2)				
HOWARD CENTER FOR HUMAN, SERVICES I	045-2-237-000	R1			743,700
	7) 32 VSA § 3802(4): 3832(2)				
HOWARD CENTER FOR HUMAN, SERVICES I	049-3-160-000	C			3,577,000
	7) 32 VSA § 3802(4): 3832(2)				
HOWARD CENTER FOR HUMAN, SERVICES I	057-1-006-000	C			3,291,900
	7) 32 VSA § 3802(4): 3832(2)				
HOWARD CENTER FOR HUMAN, SERVICES I	057-1-008-000	CA			851,100
	7) 32 VSA § 3802(4): 3832(2)				
HOWARD PLANT POST VFW	049-3-189-000	C			1,547,500
	3) 32 VSA § 3802(2)				
KING STREET CENTER, INC.	049-1-026-001	C			3,429,200
	7) 32 VSA § 3802(4): 3832(2)				
LAKE CHAMPLAIN BASIN SCIENCE, CENTE	049-1-084-000	C			15,200,600
	7) 32 VSA § 3802(4): 3832(2)				
LAKE CHAMPLAIN COMMUNITY, SAILING C	043-4-007-505	C			1,973,300
	7) 32 VSA § 3802(4): 3832(2)				
LAKEWOOD ESTATE BEACH CLUB INC	032-3-014-000	M			301,400
	32) 27A VSA § 1-105(a)				
MAIN STREET FAMILY HOUSING LIMITED	050-1-001-000	CA			1,247,100
	7) 32 VSA § 3802(4): 3832(2)				
MATANO, SALVATORE	028-3-005-000	C			5,743,600
	9) 32 VSA § 3802(4): 3832(2)				
MATANO, SALVATORE	044-2-010-000	C			4,537,600
	9) 32 VSA § 3802(4): 3832(2)				
MATER CHRISTI SCHOOL	045-3-112-000	C			32,457,600
	9) 32 VSA § 3802(4): 3832(2)				
MONROE PLACE CORPORATION	044-2-125-000	CA			1,958,500
	7) 32 VSA § 3802(4): 3832(2)				
NEW MOUNT CALVARY CEMETERY	024-2-154-000	M			361,500
	14) 32 VSA § 3802(7) 18 VSA §5317				
NORTH AVENUE ALLIANCE CHURCH	033-3-007-000	R2			6,125,600
	9) 32 VSA § 3802(4): 3832(2)				
OHAVI ZEDEK SYNAGOGUE	040-4-020-000	M			767,000
	9) 32 VSA § 3802(4): 3832(2)				
OHAVI ZEDEK SYNAGOGUE	045-3-036-000	C			4,400,500
	9) 32 VSA § 3802(4): 3832(2)				
OHAVI ZEDEK SYNAGOGUE CEMETERY	023-3-047-000	M			351,000
	14) 32 VSA § 3802(7) 18 VSA §5317				
OLD NORTH END COMMUNITY CENTER	044-3-271-000	C			2,183,900
	7) 32 VSA § 3802(4): 3832(2)				
OUTRIGHT VERMONT	044-3-148-003	C			468,400
	7) 32 VSA § 3802(4): 3832(2)				

OWNER NAME	PARCEL ID STATUTE	CATEGORY	PROPERTY DESCRIPTION	LOCATION	VALUE ESTIMATE
PATHWAYS VERMONT INC.	040-2-068-002	C			466,700
	7) 32 VSA § 3802(4):3832(2)				
PENNINGTON GROUP THE	023-3-135-000	R1			733,100
	7) 32 VSA § 3802(4):3832(2)				
ROMAN CATHOLIC DIOCESE, OF BURLINGT	040-2-091-000	M			1,404,000
	14) 32 VSA § 3802(7) 18 VSA §5317				
ROMAN CATHOLIC DIOCESE, OF BURLINGT	044-3-269-000	R1			333,700
	9) 32 VSA § 3802(4): 3832(2)				
ROMAN CATHOLIC DIOCESE, OF BURLINGT	045-1-132-000	M			438,300
	14) 32 VSA § 3802(7) 18 VSA §5317				
ROMAN CATHOLIC DIOCESE, OF BURLINGT	050-4-098-299	C			2,391,600
	9) 32 VSA § 3802(4): 3832(2)				
RONALD MCDONALD HOUSE CHARITIES	044-4-088-000	CA			1,870,600
	7) 32 VSA § 3802(4):3832(2)				
SALVATORE, MATANO	057-2-010-000	C			3,093,700
	9) 32 VSA § 3802(4): 3832(2)				
SARA M HOLBROOK COMMUNITY CTR	043-3-199-000	C			1,026,800
	7) 32 VSA § 3802(4):3832(2)				
SISTERS OF MERCY OF AMERICAS	054-4-013-000	CA			1,720,000
	9) 32 VSA § 3802(4): 3832(2)				
SOUTH CHAMPLAIN ST ASSOC	049-1-006-000	M			442,100
	32) 27A VSA § 1-105(a)				
SOUTH END COMMUNITY HOUSING, CORPOR	049-4-062-000	CA			839,800
	7) 32 VSA § 3802(4):3832(2)				
SPECTRUM YOUTH AND FAMILY	044-3-281-000	C			572,400
	7) 32 VSA § 3802(4):3832(2)				
SPECTRUM YOUTH AND FAMILY SERVICES,	049-1-125-002	C			849,400
	7) 32 VSA § 3802(4):3832(2)				
SPECTRUM YOUTH AND, FAMILY SERVICES	044-4-041-000	C			1,644,600
	7) 32 VSA § 3802(4):3832(2)				
SPECTRUM YOUTH AND, FAMILY SERVICES	044-4-045-000	R1			732,200
	7) 32 VSA § 3802(4):3832(2)				
ST JOSEPH PARISH CHARITABLE TRUST	044-3-264-000	CA			7,578,000
	9) 32 VSA § 3802(4): 3832(2)				
ST JOSEPH RESIDTL CARE HOME	040-2-005-000	CA			4,182,000
	9) 32 VSA § 3802(4): 3832(2)				
THE GREATER BURLINGTON YMCA FO	050-1-083-000	C			18,321,500
	13) 32 VSA § 3802(6)				
THE NEW ENGLAND CENTRAL RAILROAD RR	038-4-134-000	M			540,000
	22) 32 VSA § 3803(1)(2)				
THE SALVATION ARMY	025-2-017-000	R1			428,500
	9) 32 VSA § 3802(4): 3832(2)				
THE SALVATION ARMY	049-1-097-000	C			1,354,700
	9) 32 VSA § 3802(4): 3832(2)				
TRANSPORTATION AGENCY, CHITTENDEN C	060-1-064-000	C			1,800,500
	2) 32 VSA § 3802(1)				
TURNING POINT CENTER OF CHITTENDEN	049-3-142-000	C			1,169,800
	7) 32 VSA § 3802(4):3832(2)				
UNITED STATES OF AMERICA	043-4-002-000	C			3,802,200
	1) 32 VSA § 3802(1)				
UNITED STATES OF AMERICA, GENERAL S	044-2-020-000	C			2,033,400
	1) 32 VSA § 3802(1)				
UNITED STATES OF AMERICA, GENERAL S	044-4-242-000	C			23,794,100
	1) 32 VSA § 3802(1)				
UNIVERSITY OF VERMONT	045-2-022-342	CA			6,139,900
	12) 32 VSA § 3831(a)(b)(c)				
UNIVERSITY OF VERMONT	045-2-025-108	C			288,200
	12) 32 VSA § 3831(a)(b)(c)				
UNIVERSITY OF VERMONT	045-2-026-110	C			724,400
	12) 32 VSA § 3831(a)(b)(c)				
UNIVERSITY OF VERMONT	045-2-028-042	R1			921,800
	12) 32 VSA § 3831(a)(b)(c)				
UNIVERSITY OF VERMONT	045-4-001-094	C			827,800
	12) 32 VSA § 3831(a)(b)(c)				
UNIVERSITY OF VERMONT	045-4-002-176	C			562,400
	12) 32 VSA § 3831(a)(b)(c)				
UNIVERSITY OF VERMONT	045-4-003-240	C			51,457,500
	12) 32 VSA § 3831(a)(b)(c)				
UNIVERSITY OF VERMONT	045-4-007-024	C			28,200
	12) 32 VSA § 3831(a)(b)(c)				

OWNER NAME	PARCEL ID STATUTE	CATEGORY	PROPERTY DESCRIPTION	LOCATION	VALUE ESTIMATE
UNIVERSITY OF VERMONT	045-4-007-028	C			135,600
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	045-4-007-134	C			9,417,300
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	045-4-009-174	C			796,600
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	046-1-020-400	C			41,523,600
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	046-1-058-000	CA			640,300
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	046-1-059-000	CA			671,500
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	046-1-060-000	CA			746,200
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	046-2-008-403	C			2,178,400
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	046-2-065-000	M			13,756,400
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	046-2-065-001	M			4,443,600
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	046-2-065-949	M			2,335,100
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	046-2-103-002	C			7,839,600
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-1-018-080	C			7,899,400
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-1-100-161	C			1,978,800
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-1-101-052	C			1,559,200
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-1-102-180	C			717,800
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-013-184	C			756,700
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-016-164	C			1,621,000
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-017-016	CA			2,316,300
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-019-160	C			28,421,300
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-020-000	M			2,009,300
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-000	M			14,316,100
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-002	C			53,547,000
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-004	C			24,394,800
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-012	C			4,451,300
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-032	C			1,516,300
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-036	C			30,184,800
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-038	C			10,076,200
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-048	C			329,900
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-058	C			420,400
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-064	C			6,284,800
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-068	C			28,734,000
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-074	C			15,199,200
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-075	C			30,997,000
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-082	C			4,760,500
	12) 32 VSA § 3831(a) (b) (c)				

OWNER NAME	PARCEL ID STATUTE	CATEGORY	PROPERTY DESCRIPTION	LOCATION	VALUE ESTIMATE
UNIVERSITY OF VERMONT	050-3-021-083	C			62,600
	2) 32 VSA § 3802(1)				
UNIVERSITY OF VERMONT	050-3-021-084	C			12,346,000
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-085	C			540,800
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-086	C			10,705,100
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-088	C			7,143,600
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-090	C			463,200
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-101	C			7,458,400
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-106	C			3,743,100
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-112	C			22,384,600
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-122	C			2,140,900
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-148	C			4,121,100
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-156	C			12,538,200
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-157	C			14,126,100
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-168	C			6,903,900
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-021-328	CA			8,038,800
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-022-138	C			1,269,200
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-023-136	C			595,800
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-050-130	C			3,483,400
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-051-078	C			1,271,400
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-051-218	C			599,100
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-052-010	C			1,596,700
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-053-000	R1			405,500
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-054-188	C			791,200
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-3-055-192	C			2,828,200
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-4-096-202	C			429,000
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-4-098-000	M			22,855,600
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-4-098-117	C			46,388,000
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-4-098-124	C			11,379,700
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-4-098-142	CA			430,100
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-4-098-297	C			621,400
	9) 32 VSA § 3802(4) : 3832(2)				
UNIVERSITY OF VERMONT	050-4-098-344	CA			12,155,900
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-4-098-376	CA			16,528,000
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	050-4-098-384	CA			36,661,600
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	051-1-032-001	C			3,223,400
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	051-1-032-199	C			1,450,900
	12) 32 VSA § 3831(a) (b) (c)				

OWNER NAME	PARCEL ID STATUTE	CATEGORY	PROPERTY DESCRIPTION	LOCATION	VALUE ESTIMATE
UNIVERSITY OF VERMONT	051-1-033-000	CA			49,580,500
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	051-1-034-000	M			347,800
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	054-2-049-000	M			315,000
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	054-3-001-041	C			292,300
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	054-3-001-143	C			6,713,500
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	054-3-001-320	CA			15,164,000
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	054-3-001-332	CA			3,151,300
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	054-3-001-352	CA			14,028,800
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	054-3-001-360	CA			2,248,400
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	054-3-001-364	C			1,840,800
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	054-3-001-368	CA			927,900
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	054-3-001-372	CA			13,059,600
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	054-3-002-210	M			241,500
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	054-3-003-211	C			893,300
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	054-3-004-212	C			876,900
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	058-4-018-720	C			12,909,000
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT	058-4-018-728	C			1,621,300
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT & STATE, AGRI	050-3-018-000	CA			1,417,300
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT CAMPUS PLANNI	046-4-008-000	M			48,300
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT MEDICAL CENTE	051-1-006-000	R1			397,000
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT STATE, AGRICU	045-4-008-000	C			1,430,000
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT, CAMPUS PLANN	051-1-035-000	M			124,100
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT, MEDICAL CENT	046-2-002-000	R1			675,400
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT, MEDICAL CENT	046-2-101-000	M			108,400
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT, MEDICAL CENT	046-2-102-000	M			108,200
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT, MEDICAL CENT	046-2-103-000	C			580,087,400
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT, MEDICAL CENT	046-2-103-001	C			6,425,600
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT, MEDICAL CENT	051-1-002-000	CA			4,928,000
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT, MEDICAL CENT	051-1-004-000	R1			402,600
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT, MEDICAL CENT	051-1-005-000	R1			341,300
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT, MEDICAL CENT	051-1-007-000	R1			407,800
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT, MEDICAL CENT	051-1-008-000	R1			336,800
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT, MEDICAL CENT	051-1-009-000	R1			372,000
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT, MEDICAL CENT	051-1-010-000	R1			425,400
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT, MEDICAL CENT	051-1-011-000	R1			374,200
	5) 32 VSA § 3832(2)				

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Burlington 23-24 As Billed Grand List
NON-TAXABLE PARCELS ABSTRACT
Main District: Listed in Parcel Order

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OWNER NAME	PARCEL ID STATUTE	CATEGORY	PROPERTY DESCRIPTION	LOCATION	VALUE ESTIMATE
UNIVERSITY OF VERMONT, MEDICAL CENT	051-1-012-000	R1			407,900
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT, MEDICAL CENT	051-1-013-000	R1			383,900
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT, MEDICAL CENT	051-1-014-000	R1			385,300
	5) 32 VSA § 3832(2)				
UNIVERSITY OF VERMONT, STATE AGRICU	045-4-025-000	C			1,971,000
	12) 32 VSA § 3831(a) (b) (c)				
UNIVERSITY OF VERMONT, STATE AGRICU	050-3-021-125	C			22,504,800
	12) 32 VSA § 3831(a) (b) (c)				
VERMONT HOUSING FINANCE AGENCY	049-3-026-000	C			3,172,400
	25) 10 VSA §641				
VERMONT ORGANIZATION FOR JEWISH EDU	050-1-016-000	R1			1,031,800
	9) 32 VSA § 3802(4) : 3832(2)				
VERMONT ORGANIZATION FOR, JEWISH ED	050-3-004-000	R1			900,500
	9) 32 VSA § 3802(4) : 3832(2)				
VERMONT ORGANIZATION FOR, JEWISH ED	045-2-033-000	C			3,104,600
	9) 32 VSA § 3802(4) : 3832(2)				
VERMONT RAILWAY INC	049-2-038-000	M			472,600
	22) 32 VSA § 3803(1) (2)				
VERMONT RAILWAY INC	053-1-009-000	M			649,600
	22) 32 VSA § 3803(1) (2)				
W R C C	038-4-033-000	CA			586,100
	7) 32 VSA § 3802(4) :3832(2)				
WINOOSKI VALLEY PARK DISTRICT	002-2-002-000	C			2,112,400
	6) 32 VSA § 3800(a) 27 VSA § 1151(3)				
WINOOSKI VALLEY PARK DISTRICT	020-3-026-000	M			175,500
	7) 32 VSA § 3802(4) :3832(2)				
WINOOSKI VALLEY PARK DISTRICT	021-1-025-000	M			102,400
	7) 32 VSA § 3802(4) :3832(2)				
WINOOSKI VALLEY PARK DISTRICT	021-1-032-000	M			332,800
	7) 32 VSA § 3802(4) :3832(2)				
WINOOSKI VALLEY PARK DISTRICT	021-1-046-000	M			1,260,000
	7) 32 VSA § 3802(4) :3832(2)				
WINOOSKI VALLEY PARK DISTRICT	021-2-059-000	M			62,000
	7) 32 VSA § 3802(4) :3832(2)				
WINOOSKI VALLEY PARK DISTRICT	022-2-006-000	M			120,000
	7) 32 VSA § 3802(4) :3832(2)				
WINOOSKI VALLEY PARK DISTRICT	033-3-104-000	M			186,200
	7) 32 VSA § 3802(4) :3832(2)				
WINOOSKI VALLEY PARK DISTRICT	034-2-016-000	M			240,000
	7) 32 VSA § 3802(4) :3832(2)				
WINOOSKI VALLEY PARK DISTRICT	046-3-085-000	M			517,100
	7) 32 VSA § 3802(4) :3832(2)				
TOTAL NUMBER OF EXEMPT PARCELS:					404

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Burlington 23-24 As Billed Grand List
Special Exemptions Abstract
Main District: Listed in Parcel Order In All Districts

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Parcel SPAN	Exemption	Real Value	Assessment		
			Special Exempt	less Spec. Exemption	Spec. Exemption
039-4-015-000 ARCHIBALD STREET HLP 114-035-13835	Qualified Housing	2,114,900 CA	Nonhmstd Homestead	211,490 0	1903,410 0
028-4-005-000 AVENUE APARTMENTS HOUSING 114-035-52559	Qualified Housing	2,750,900 CA	Nonhmstd Homestead	233,275 0	2517,625 0
049-2-028-000 BOBBIN MILL LIMITED PARTNER 114-035-17189	Qualified Housing	5,655,900 CA	Nonhmstd Homestead	565,590 0	5090,310 0
040-2-074-000 BRIGHT STREET L P 114-035-14110	Qualified Housing	4,038,700 CA	Nonhmstd Homestead	343,289 0	3695,411 0
060-1-057-000 BURTON CORPORATION 114-035-20462	Solar	4,897,800 I	Nonhmstd Homestead	390,900 0	4506,900 0
040-2-092-000 BUS BARNS ALLOCATED HOUSING LP 114-035-14128	Qualified Housing	2,152,100 CA	Nonhmstd Homestead	215,210 0	1936,890 0
039-4-161-000 CALLAHAN HOUSING L P 114-035-13958	Qualified Housing	420,300 R1	Nonhmstd Homestead	42,030 0	378,270 0
039-4-162-000 CALLAHAN HOUSING L P 114-035-13959	Qualified Housing	309,500 R1	Nonhmstd Homestead	30,950 0	278,550 0
039-4-163-000 CALLAHAN HOUSING L P 114-035-13960	Qualified Housing	214,700 R1	Nonhmstd Homestead	21,470 0	193,230 0
044-1-157-000 CALLAHAN HOUSING L P 114-035-14617	Qualified Housing	637,500 CA	Nonhmstd Homestead	63,750 0	573,750 0
044-1-274-001 CALLAHAN HOUSING L P 114-035-14725	Qualified Housing	246,600 R1	Nonhmstd Homestead	24,660 0	221,940 0
044-1-293-000 CALLAHAN HOUSING L P 114-035-14743	Qualified Housing	678,000 CA	Nonhmstd Homestead	67,800 0	610,200 0
041-4-032-000 CATAMOUNT HOLDING COMPANY 114-035-14221	Solar	4,564,300 C	Nonhmstd Homestead	219,100 0	4345,200 0
028-3-140-001 CATHEDRAL SQUARE CORPORATION 114-035-12488	Qualified Housing	6,413,200 CA	Nonhmstd Homestead	477,142 0	5936,058 0
050-4-079-000 CATHEDRAL SQUARE CORPORATION 114-035-18241	Qualified Housing	352,700 CA	Nonhmstd Homestead	25,852 0	326,848 0
039-4-002-000 CHAMPLAIN HOUSING TRUST, INC. 114-035-13827	Qualified Housing	134,100 R1	Nonhmstd Homestead	13,410 0	120,690 0
038-4-100-000 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-13722	Qualified Housing	280,400 R1	Nonhmstd Homestead	28,040 0	252,360 0
039-4-007-000 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-13830	Qualified Housing	213,700 R1	Nonhmstd Homestead	21,370 0	192,330 0
039-4-073-000 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-13885	Qualified Housing	506,300 R1	Nonhmstd Homestead	50,630 0	455,670 0
039-4-074-000 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-13886	Qualified Housing	209,500 R1	Nonhmstd Homestead	20,950 0	188,550 0
039-4-182-000 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-13977	Qualified Housing	253,200 R1	Nonhmstd Homestead	25,320 0	227,880 0
044-1-141-000 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-14603	Qualified Housing	442,700 R1	Nonhmstd Homestead	44,270 0	398,430 0
044-1-281-000 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-14732	Qualified Housing	611,100 CA	Nonhmstd Homestead	48,888 0	562,212 0

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Parcel SPAN	Exemption	Real Value	Assessment	
			Special Exempt	lessSpec. Exemption
044-1-384-000 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-14854	Qualified Housing	488,500 CA Nonhmstd Homestead	48,850 0	439,650 0
044-2-079-000 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-14941	Qualified Housing	628,600 CA Nonhmstd Homestead	52,362 0	576,238 0
044-4-116-000 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-15434	Qualified Housing	224,800 R1 Nonhmstd Homestead	22,480 0	202,320 0
045-1-024-001 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-15589	Qualified Housing	482,200 R1 Nonhmstd Homestead	36,165 0	446,035 0
046-1-015-000 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-16418	Qualified Housing	1,107,600 CA Nonhmstd Homestead	110,760 0	996,840 0
049-1-056-000 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-16960	Qualified Housing	401,600 R1 Nonhmstd Homestead	13,373 0	388,227 0
049-1-057-000 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-16961	Qualified Housing	167,900 R1 Nonhmstd Homestead	16,970 0	150,930 0
049-1-058-000 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-16962	Qualified Housing	170,100 R1 Nonhmstd Homestead	17,010 0	153,090 0
049-1-066-002 CHICKEN BONE HOUSING LIMITED PARTNERSHIP 114-035-16971	Qualified Housing	114,200 C Nonhmstd Homestead	57,050 0	57,150 0
040-2-114-000 CITY NEIGHBORHOOD HOUSING LP 114-035-14143	Qualified Housing	184,200 CA Nonhmstd Homestead	8,105 0	176,095 0
044-2-039-001 CITY NEIGHBORHOOD HOUSING LP 114-035-52676	Qualified Housing	407,200 CA Nonhmstd Homestead	28,178 0	379,022 0
044-2-058-000 CITY NEIGHBORHOOD HOUSING LP 114-035-14920	Qualified Housing	275,100 R1 Nonhmstd Homestead	27,510 0	247,590 0
044-2-077-000 CITY NEIGHBORHOOD HOUSING LP 114-035-14939	Qualified Housing	860,000 CA Nonhmstd Homestead	86,000 0	774,000 0
044-2-086-000 CITY NEIGHBORHOOD HOUSING LP 114-035-14948	Qualified Housing	285,900 R1 Nonhmstd Homestead	28,590 0	257,310 0
044-2-087-000 CITY NEIGHBORHOOD HOUSING LP 114-035-14949	Qualified Housing	275,100 R1 Nonhmstd Homestead	27,510 0	247,590 0
049-2-022-000 CITY NEIGHBORHOOD HOUSING LP 114-035-17183	Qualified Housing	484,600 CA Nonhmstd Homestead	48,460 0	436,140 0
049-4-107-000 CONVERSE HOME INC 114-035-17636	Qualified Housing	1,097,300 CA Nonhmstd Homestead	56,511 0	1040,789 0
057-1-017-000 CRESTA COOPER NEDDE LLC 114-035-19516	Solar	4,950,200 C Nonhmstd Homestead	214,500 0	4735,700 0
045-3-140-001 CSC MCAULEY LLC 114-035-16347	Qualified Housing	263,900 CA Nonhmstd Homestead	26,390 0	237,510 0
045-3-140-002 CSC MCAULEY LLC 114-035-16348	Qualified Housing	1,191,200 CA Nonhmstd Homestead	119,120 0	1072,080 0
045-3-140-003 CSC MCAULEY LLC 114-035-20735	Qualified Housing	4,120,000 CA Nonhmstd Homestead	381,924 0	3738,076 0
044-2-005-000 CSSL LIMITED PARTNERSHIP 114-035-14865	Qualified Housing	1,603,900 CA Nonhmstd Homestead	148,521 0	1455,379 0
039-4-004-000 ECHO HOUSING L P 114-035-13828	Qualified Housing	192,500 R1 Nonhmstd Homestead	19,250 0	173,250 0

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Parcel SPAN	Exemption	Real Value	Assessment			
			Special Exempt	less Spec. Exemption	Spec. Exemption	
039-4-012-000 ECHO HOUSING L P 114-035-13834	Qualified Housing	275,600 R1 Nonhmstd Homestead	27,560 0	248,040 0		
039-4-026-000 ECHO HOUSING L P 114-035-13845	Qualified Housing	192,500 C Nonhmstd Homestead	11,935 0	180,565 0		
043-3-209-002 ECHO HOUSING L P 114-035-20732	Qualified Housing	736,900 CA Nonhmstd Homestead	56,741 0	680,159 0		
044-1-065-001 ECHO HOUSING L P 114-035-14530	Qualified Housing	236,100 R1 Nonhmstd Homestead	23,610 0	212,490 0		
044-1-257-000 ECHO HOUSING L P 114-035-14708	Qualified Housing	275,600 R1 Nonhmstd Homestead	27,560 0	248,040 0		
044-2-078-000 ECHO HOUSING L P 114-035-14940	Qualified Housing	326,600 R1 Nonhmstd Homestead	32,660 0	293,940 0		
044-2-123-000 ECHO HOUSING L P 114-035-14984	Qualified Housing	167,700 R1 Nonhmstd Homestead	16,770 0	150,930 0		
057-1-005-000 FLYNN AVENUE COOPERATIVE 114-035-19504	Qualified Housing	2,791,200 CA Nonhmstd Homestead	0 279,120	0 2512,080		
038-1-022-001 JUNIPER NORTH BOND LP 114-035-52960	Qualified Housing	1,459,000 CA Nonhmstd Homestead	145,900 0	1313,100 0		
038-1-022-002 JUNIPER SOUTH ALLOCATED LP 114-035-52961	Qualified Housing	3,457,100 CA Nonhmstd Homestead	273,802 0	3183,298 0		
049-1-024-001 KING STREET HOUSING L P 114-035-52302	Qualified Housing	904,800 CA Nonhmstd Homestead	88,670 0	816,130 0		
053-2-010-001 LAKESIDE SOLAR LLC 114-035-52931	Solar	225,600 UE Nonhmstd Homestead	225,600 0	0 0		
038-1-023-000 LAURENTIDE HOUSING LP 114-035-52887	Qualified Housing	7,283,900 CA Nonhmstd Homestead	728,390 0	6555,510 0		
044-4-047-000 MCKENZIE HOUSE ASSOCIATES 114-035-15350	Qualified Housing	3,362,300 CA Nonhmstd Homestead	33,623 0	3328,677 0		
023-3-049-000 NEW NORTHGATE HOUSING LLC 114-035-10354	Qualified Housing	27,508,500 CA Nonhmstd Homestead	2750,850 0	24757,650 0		
049-3-009-001 PARK PLACE HOUSING LP CO-OP 114-035-17211	Qualified Housing	2,890,100 CA Nonhmstd Homestead	145,083 0	2745,017 0		
044-4-086-001 PEARL UNION SRO HOUSING L P 114-035-15405	Qualified Housing	868,000 CA Nonhmstd Homestead	86,800 0	781,200 0		
049-3-174-000 PEARL UNION SRO HOUSING L P 114-035-17492	Qualified Housing	310,000 R1 Nonhmstd Homestead	31,000 0	279,000 0		
044-1-169-000 ROSE STREET HOUSING LTD PRTSHP 114-035-14628	Qualified Housing	1,179,700 CA Nonhmstd Homestead	117,970 0	1061,730 0		
046-1-014-000 SALMON RUN HOUSING LP 114-035-16417	Qualified Housing	8,408,200 CA Nonhmstd Homestead	840,820 0	7567,380 0		
027-1-053-001 SOUTH FORTY SOLAR 114-035-52930	Solar	3,268,700 UE Nonhmstd Homestead	3268,700 0	0 0		
060-3-013-000 SOUTH MEADOW APARTMENTS LP 114-035-20497	Qualified Housing	13,221,100 CA Nonhmstd Homestead	729,804 0	12491,296 0		
028-4-007-000 TSH LIMITED PARTNERSHIP 114-035-52552	Qualified Housing	1,581,000 CA Nonhmstd Homestead	129,326 0	1451,674 0		

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Parcel SPAN	Exemption	Real Value	Assessment Special lessSpec. Exempt Exemption
028-4-007-002 TSH TWO LIMTD PRTRNSHP 114-035-52681	Qualified Housing	2,051,700 CA Nonhmstd Homestead	188,141 1863,559 0 0
050-4-098-002 UNIVERSITY OF VERMONT, STATE AG. COLLEGE 114-035-52628	Solar	35,810,400 CA Nonhmstd Homestead	222,600 35587,800 0 0
043-3-208-001 WATERSIDE APARTMENTS LP 114-035-20566	Qualified Housing	3,537,100 CA Nonhmstd Homestead	282,968 3254,132 0 0
049-2-032-000 WHARF LANE HOUSING LP 114-035-17194	Qualified Housing	2,997,000 CA Nonhmstd Homestead	299,700 2697,300 0 0

Special Exemption Totals

Type	Homestead	Nonhomestead
Ski Lifts & Snowmaking	0	0
Whey Processing	0	0
Vermont Yankee	0	0
Qualified Housing	279,120	11,026,158
Solar	0	4,541,400
Wind	0	0
Other	0	0
Total Real Prior to Exemptions	183,401,100	
Total Exemptions	279,120	15,567,558
Grand Lists After	2,512,080	165,042,342

We certify that the foregoing is a true abstract of the grand list of _____ for the year _____.
Given under our hands at _____ on this _____ day of _____ in the year _____.

LISTERS

I hereby certify that I have examined the grand list for the year _____ now on file and hereby certify this abstract in
accord with 32 V.S.A. 4183.

Attest _____ TOWN CLERK
Date: _____

Section 5404(b) of Title 32 of the V.S.A. requires the following.

The clerk of a municipality, or the supervisor of an unorganized town or gore, annually
by August 15 shall transmit to the director, in electronic format prescribed by the
director, education and munici grand list data, including exemption information and grand
list abstracts.

If changes or additions to the grand list are made by the listers or other officials
authorized to do so after the transmission of the electronic grand list and abstract of
the grand list, such clerks shall forthwith certify the same to the director by
transmitting an updated electronic grand list book and electronic abstract of the grand

list.

Tif id: 1

Parcel	Current Mun Value	Base Mun Value	Mun Incremen	Mun Incremen	Curr Stat
043-4-007-001 Unknown	0	0			
043-4-007-002 Unknown	0	0			
043-4-011-000 Unknown	0	0			
044-2-145-000 Unknown	0	0			

Inactive Count: 4	0	0	0	0	0
038-2-006-000 CITY OF BURLINGTON	0	0	0	0	A/N
043-4-001-000 CITY DPW PARKS REC DEPT	0	0	0	0	A/N
043-4-002-000 UNITED STATES OF AMERICA	0	0	0	0	A/N
043-4-004-000 CITY DPW WATER/WASTEWATER	0	0	0	0	A/N
043-4-004-001 BURLINGTON ELECTRIC DEPART	0	0	0	0	A/N
043-4-007-000 CITY OF BURLINGTON	0	0	0	0	A/N
043-4-007-503 CITY OF BURLINGTON, (OWNER	0	0	0	0	A/N
043-4-007-505 LAKE CHAMPLAIN COMMUNITY,	0	0	0	0	A/N
044-2-014-002 CITY DPW	0	0	0	0	A/N
044-2-014-003 CITY TREASURER	0	0	0	0	A/N
044-2-028-000 CITY DPW PARKS REC DEPT	0	0	0	0	A/N
044-4-243-000 CITY OF BURLINGTON	0	0	0	0	A/N
049-1-084-000 LAKE CHAMPLAIN BASIN SCIEN	0	0	0	0	A/N
049-1-085-000 CITY OF BURLINGTON	0	0	0	0	A/N
049-1-144-001 CITY DPW	0	0	0	0	A/N

Non-tax Count: 15	0	0	0	0	0
049-1-080-009 VERMONT STATE OF, AGENCY O	0	0	0	0	A/S

State Count: 1	0	0	0	0	0
043-3-208-000 WATERFRONT HOUSING LP, (LE	0	0	0	0	A/T
043-3-208-001 WATERSIDE APARTMENTS LP	2,259,800	0	2,259,800	2,259,800	A/T
043-4-003-000 BURLINGTON HARBOR MARINA L	0	0	0	0	A/T
043-4-009-001 CARPENTER, ANN B	178,300	76,000	102,300	102,300	A/T
043-4-009-002 ELLMS, NORMAN	178,300	75,000	103,300	103,300	A/T
043-4-009-003 MCGEE, DAVID	178,300	75,000	103,300	103,300	A/T
043-4-009-004 QUITTNER, KATHERINE	178,300	75,000	103,300	103,300	A/T
043-4-009-005 KHANG-GHONGMA, TENZIN	178,300	80,000	98,300	98,300	A/T
043-4-009-006 REPNIKOVA, TATIANA	178,300	80,000	98,300	98,300	A/T
043-4-009-007 SANTACROCE, KRISTINE	178,300	75,000	103,300	103,300	A/T
043-4-009-008 JAGER, ELI	178,300	75,000	103,300	103,300	A/T
043-4-009-009 BRODMANN, DOROTHY	178,300	75,000	103,300	103,300	A/T
043-4-009-010 DUFRESNE, JANET H	178,300	80,000	98,300	98,300	A/T
043-4-009-011 RIMASH, TAMARA	178,300	80,000	98,300	98,300	A/T
043-4-009-012 SAND, ROBERT	178,300	75,000	103,300	103,300	A/T
043-4-009-013 CUNNINGHAM, GRACE G.	178,300	75,000	103,300	103,300	A/T
043-4-009-014 EICHHORN, WILLIAM J	178,300	75,000	103,300	103,300	A/T
043-4-009-015 PENTHOUSE 216 LLC	207,300	90,000	117,300	117,300	A/T
043-4-010-001 GRANT, MELVIN L	570,400	490,000	80,400	80,400	A/T
043-4-010-002 JALILI, ALI	568,600	0	568,600	568,600	A/T
043-4-010-003 LEE, CHRISTOPHER J.	570,400	0	570,400	570,400	A/T

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Parcel	Current Mun Value	Base Mun Value	Mun Incremen Value	Mun Incremen Value	Curr Stat
043-4-010-004 HILL, JOHN	570,400	0	570,400	570,400	A/T
043-4-010-005 MALHORTA, AJAI K.	561,100	0	561,100	561,100	A/T
043-4-010-006 BECHTEL, HENRY	565,900	191,800	374,100	374,100	A/T
043-4-010-007 OLIVETTI, CARYN B	560,100	191,800	368,300	368,300	A/T
043-4-010-008 THE WILLIAM A. BARTINOSKI	561,100	191,800	369,300	369,300	A/T
043-4-010-009 PRENTKI, GERALD E.	561,100	191,800	369,300	369,300	A/T
043-4-010-010 MCCAULEY, PATRICK	576,900	191,800	385,100	385,100	A/T
043-4-010-011 BARNES, KELLY	609,600	0	609,600	609,600	A/T
043-4-010-012 BROWN, CAROL	617,400	0	617,400	617,400	A/T
043-4-010-013 ORTELERE, BRIAN T.	610,600	0	610,600	610,600	A/T
043-4-010-014 DIANE L ABARE REVOCABLE TR	695,800	0	695,800	695,800	A/T
043-4-010-015 DAY, JOHN	665,000	0	665,000	665,000	A/T
043-4-010-016 LOUIS A SLANINA TRUST	698,000	0	698,000	698,000	A/T
044-2-001-000 LAKE AND COLLEGE LLC	1,575,300	805,700	769,600	769,600	A/T
044-2-002-000 HAIGH MILL ASSOCIATES	2,014,100	1,765,900	248,200	248,200	A/T
044-2-003-000 LAKE STREET ASSOCIATES INC	1,712,400	1,743,800	-31,400	-31,400	A/T
044-2-014-001 DEVONWOOD CHERRY STREET AS	11,123,400	3,100,000	8,023,400	8,023,400	A/T
044-2-014-004 BURLINGTON COMMUNITY DEVL	0	0	0	0	A/T
044-2-145-001 WESTLAKE PARKING LLC	129,700	0	129,700	129,700	A/T
044-2-145-201 ASHLEY, REBECCA	450,700	0	450,700	450,700	A/T
044-2-145-202 WILSON, CAROLYN	439,100	0	439,100	439,100	A/T
044-2-145-203 CUMMINGS, BROOKS	499,300	0	499,300	499,300	A/T
044-2-145-204 SULLIVAN, KATHERINE M.	573,300	0	573,300	573,300	A/T
044-2-145-301 RIGOL, GRETCHEN	568,800	0	568,800	568,800	A/T
044-2-145-302 DALTON, JR., HEBERT	554,900	0	554,900	554,900	A/T
044-2-145-303 BERKOWITZ, JEFFREY	473,500	0	473,500	473,500	A/T
044-2-145-304 ZISKIE, DAVID	519,100	0	519,100	519,100	A/T
044-2-145-401 BURROW, ROBERT	542,100	0	542,100	542,100	A/T
044-2-145-402 SMITH III, BENJAMIN THORP	527,800	0	527,800	527,800	A/T
044-2-145-403 STONE, KATHARINE	546,800	0	546,800	546,800	A/T
044-2-145-404 KRINSKY, TERRY	557,600	0	557,600	557,600	A/T
044-2-145-501 COHEN, ELLEN	598,500	0	598,500	598,500	A/T
044-2-145-502 DC PROPERTIES LLC	386,500	0	386,500	386,500	A/T
044-2-145-503 KAPLAN, JILL S.	568,300	0	568,300	568,300	A/T
044-2-145-504 HUBBELL, RICHARD N	637,900	0	637,900	637,900	A/T
044-2-145-601 CHURCH, NED	619,300	0	619,300	619,300	A/T
044-2-145-602 PICCHI, NANCY	415,900	0	415,900	415,900	A/T
044-2-145-603 JONATHAN J. HEATON REVOCAB	602,700	0	602,700	602,700	A/T
044-2-145-604 BOLANIS, ANDREW	681,900	0	681,900	681,900	A/T
044-2-145-701 HENDERSON, THOMAS E.	652,200	0	652,200	652,200	A/T
044-2-145-702 THROOP, DANIEL	618,900	0	618,900	618,900	A/T
044-2-145-703 LAMASTER, THOMAS L.	427,100	0	427,100	427,100	A/T
044-2-145-704 CHANDLER, CAROLYN	714,900	0	714,900	714,900	A/T
044-2-145-801 RUESCHER, CYNTHIA	694,800	0	694,800	694,800	A/T
044-2-145-802 REINKER, JOHN	683,100	0	683,100	683,100	A/T
044-2-145-803 STARR, ROBERT	468,200	0	468,200	468,200	A/T
044-2-145-804 LAWRENCE, BRADLEY M	732,600	0	732,600	732,600	A/T
044-2-145-901 RUSSELL, GEORGE	1,999,700	0	1,999,700	1,999,700	A/T
044-2-145-904 DOUSEVICZ, CAROL	1,092,200	0	1,092,200	1,092,200	A/T
044-2-146-000 BURLINGTON HARBOR HOTEL GP	16,268,700	0	16,268,700	16,268,700	A/T

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Parcel	Current Mun Value	Base Mun Value	Mun Incremen	Mun Incremen Value	Curr Stat
044-2-147-000 CITY TREASURER	0	0	0	0	A/T
044-2-147-001 41 CHERRY STREET LLC	0	0	0	0	A/T
044-4-004-000 DEVONWOOD HOTEL ASSOCIATES	20,837,900	18,244,300	2,593,600	2,593,600	A/T
044-4-004-001 BTC MALL ASSOCIATES RETAI	4,117,100	2,800,000	1,317,100	1,317,100	A/T
044-4-005-000 BIGGER BOAT LLC	3,437,200	1,600,800	1,836,400	1,836,400	A/T
044-4-033-000 CITYPLACE PARTNERS, LLC	0	0	0	0	A/T
049-1-075-000 STONE STORE HOLDINGS LLC	3,138,100	2,525,400	612,700	612,700	A/T
049-1-076-000 BURLINGTON WATERFRONT SOUT	851,300	396,700	454,600	454,600	A/T
049-1-078-000 LAKE CHAMPLAIN TRANSPORTAT	3,816,400	1,782,500	2,033,900	2,033,900	A/T
049-1-079-000 TARWOOD N V	1,555,600	866,400	689,200	689,200	A/T
049-1-080-000 MAIN STREET LANDING CO	5,858,200	2,300,200	3,558,000	3,558,000	A/T
049-1-080-001 GRAFTON CAPITAL LLC	270,000	0	270,000	270,000	A/T
049-1-080-002 LAWRENCE, JOHANNA	167,000	0	167,000	167,000	A/T
049-1-080-003 ALLYN, LAURA E.	167,000	0	167,000	167,000	A/T
049-1-080-004 BLANCHARD, ZACHARY	265,000	0	265,000	265,000	A/T
049-1-080-005 MAIN STREET LANDING CO.	471,500	0	471,500	471,500	A/T
049-1-080-006 DAVIS, J STAIGE	466,600	0	466,600	466,600	A/T
049-1-080-007 JUDITH W. OCONNEL REV TRUS	459,800	0	459,800	459,800	A/T
049-1-080-008 MAIN STREET LANDING COMPAN	474,000	0	474,000	474,000	A/T
049-1-081-000 CORNELL MAIN STREET LP	1,080,800	845,400	235,400	235,400	A/T
049-1-082-000 BURLINGTON WATERFRONT NORT	923,400	422,300	501,100	501,100	A/T
049-1-086-000 LAKE AND COLLEGE LLC	7,754,500	603,500	7,151,000	7,151,000	A/T
Active Count: 93	122,127,620	42,412,900	79,895,500	79,895,500	0
038-2-001-000 CITY OF BURLINGTON	0	0	0	0	I/N
043-3-186-999 TIF VIODED CITY PROPERTY	0	0	0	0	I/N
043-4-005-000 BED (CITY) ELECTRIC	0	0	0	0	I/N
044-2-145-902 RUSSELL REVOCABLE TRUST	0	0	0	0	I/T
Inactive Count: 8	0	0	0	0	0

01/16/2024

Burlington 23-24 As Billed Grand List

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02:54 pm

Municipal TIF Parcel Value Report

jdorman

Tif id: 1

TIF Totals

Active Parcels	93
Inactive Parcels	8
State Parcels	1
Non-Tax Parcels	15

Current Mun Value (+)	122,308,400
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Muni./Ed. Current Value Difference	180,780
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Note: This is caused by special exemptions and other "Ed. exemptions" not used for municipal taxable valuation purposes.

Base Mun Value (-)	42,412,900
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Gross Mun Increment Value (=)	79,895,500
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Net Mun Increment	79,895,500
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Tif id: 1 part 2

Parcel	Current Mun Value	Base Mun Value	Mun Incremen	Mun Incremen Value	Curr Stat
043-4-007-001 Unknown	0	0			
043-4-007-002 Unknown	0	0			
043-4-011-000 Unknown	0	0			
044-2-145-000 Unknown	0	0			
Inactive Count: 4	0	0	0	0	0
038-2-006-000 CITY OF BURLINGTON	0	0	0	0	A/N
043-4-001-000 CITY DPW PARKS REC DEPT	0	0	0	0	A/N
043-4-002-000 UNITED STATES OF AMERICA	0	0	0	0	A/N
043-4-004-000 CITY DPW WATER/WASTEWATER	0	0	0	0	A/N
043-4-004-001 BURLINGTON ELECTRIC DEPART	0	0	0	0	A/N
043-4-007-000 CITY OF BURLINGTON	0	0	0	0	A/N
043-4-007-503 CITY OF BURLINGTON, (OWNER	0	0	0	0	A/N
043-4-007-505 LAKE CHAMPLAIN COMMUNITY,	0	0	0	0	A/N
044-2-014-002 CITY DPW	0	0	0	0	A/N
044-2-014-003 CITY TREASURER	0	0	0	0	A/N
044-2-028-000 CITY DPW PARKS REC DEPT	0	0	0	0	A/N
044-4-243-000 CITY OF BURLINGTON	0	0	0	0	A/N
049-1-084-000 LAKE CHAMPLAIN BASIN SCIEN	0	0	0	0	A/N
049-1-085-000 CITY OF BURLINGTON	0	0	0	0	A/N
049-1-144-001 CITY DPW	0	0	0	0	A/N
Non-tax Count: 15	0	0	0	0	0
049-1-080-009 VERMONT STATE OF, AGENCY O	0	0	0	0	A/S
State Count: 1	0	0	0	0	0
043-3-208-000 WATERFRONT HOUSING LP, (LE	78,300	0	78,300	78,300	A/T
043-3-208-001 WATERSIDE APARTMENTS LP	3,537,100	2,259,800	1,277,300	1,277,300	A/T
043-4-003-000 BURLINGTON HARBOR MARINA L	786,900	0	786,900	786,900	A/T
043-4-009-001 CARPENTER, ANN B	321,200	178,300	142,900	142,900	A/T
043-4-009-002 ELLMS, NORMAN	324,600	178,300	146,300	146,300	A/T
043-4-009-003 MCGEE, DAVID	290,000	178,300	111,700	111,700	A/T
043-4-009-004 QUITTNER, KATHERINE	324,600	178,300	146,300	146,300	A/T
043-4-009-005 KHANG-GHONGMA, TENZIN	321,200	178,300	142,900	142,900	A/T
043-4-009-006 REPNIKOVA, TATIANA	337,100	178,300	158,800	158,800	A/T
043-4-009-007 SANTACROCE, KRISTINE	324,600	178,300	146,300	146,300	A/T
043-4-009-008 JAGER, ELI	324,600	178,300	146,300	146,300	A/T
043-4-009-009 BRODMANN, DOROTHY	324,600	178,300	146,300	146,300	A/T
043-4-009-010 DUFRESNE, JANET H	337,100	178,300	158,800	158,800	A/T
043-4-009-011 RIMASH, TAMARA	337,100	178,300	158,800	158,800	A/T
043-4-009-012 SAND, ROBERT	345,200	178,300	166,900	166,900	A/T
043-4-009-013 CUNNINGHAM, GRACE G.	324,600	178,300	146,300	146,300	A/T
043-4-009-014 EICHHORN, WILLIAM J	292,100	178,300	113,800	113,800	A/T
043-4-009-015 PENTHOUSE 216 LLC	362,500	207,300	155,200	155,200	A/T
043-4-010-001 GRANT, MELVIN L	909,900	570,400	339,500	339,500	A/T
043-4-010-002 JALILI, ALI	944,100	568,600	375,500	375,500	A/T
043-4-010-003 LEE, CHRISTOPHER J.	876,900	570,400	306,500	306,500	A/T

Tif id: 1 part 2

Parcel	Current Mun Value	Base Mun Value	Mun Incremen Value	Mun Incremen Value	Curr Stat
043-4-010-004 HILL, JOHN	876,900	570,400	306,500	306,500	A/T
043-4-010-005 MALHORTRA, AJAI K.	868,300	561,100	307,200	307,200	A/T
043-4-010-006 BECHTEL, HENRY	895,300	565,900	329,400	329,400	A/T
043-4-010-007 OLIVETTI, CARYN B	866,700	560,100	306,600	306,600	A/T
043-4-010-008 THE WILLIAM A. BARTINOSKI	868,300	561,100	307,200	307,200	A/T
043-4-010-009 PRENTKI, GERALD E.	868,300	561,100	307,200	307,200	A/T
043-4-010-010 MCCAULEY, PATRICK	885,800	576,900	308,900	308,900	A/T
043-4-010-011 BARNES, KELLY	934,500	609,600	324,900	324,900	A/T
043-4-010-012 BROWN, CAROL	952,900	617,400	335,500	335,500	A/T
043-4-010-013 ORTELERE, BRIAN T.	935,800	610,600	325,200	325,200	A/T
043-4-010-014 DIANE L ABARE REVOCABLE TR	959,500	695,800	263,700	263,700	A/T
043-4-010-015 DAY, JOHN	959,900	665,000	294,900	294,900	A/T
043-4-010-016 LOUIS A SLANINA TRUST	997,200	698,000	299,200	299,200	A/T
044-2-001-000 LAKE AND COLLEGE LLC	1,412,900	1,575,300	-162,400	-162,400	A/T
044-2-002-000 HAIGH MILL ASSOCIATES	2,411,700	2,014,100	397,600	397,600	A/T
044-2-003-000 LAKE STREET ASSOCIATES INC	2,491,000	1,712,400	778,600	778,600	A/T
044-2-014-001 DEVONWOOD CHERRY STREET AS	8,000,000	11,123,400	-3,123,400	-3,123,400	A/T
044-2-014-004 BURLINGTON COMMUNITY DEVL	914,500	0	914,500	914,500	A/T
044-2-145-001 WESTLAKE PARKING LLC	196,700	129,700	67,000	67,000	A/T
044-2-145-201 ASHLEY, REBECCA	664,800	450,700	214,100	214,100	A/T
044-2-145-202 WILSON, CAROLYN	599,400	439,100	160,300	160,300	A/T
044-2-145-203 CUMMINGS, BROOKS	624,000	499,300	124,700	124,700	A/T
044-2-145-204 SULLIVAN, KATHERINE M.	652,500	573,300	79,200	79,200	A/T
044-2-145-301 RIGOL, GRETCHEN	653,700	568,800	84,900	84,900	A/T
044-2-145-302 DALTON, JR., HEBERT	619,600	554,900	64,700	64,700	A/T
044-2-145-303 BERKOWITZ, JEFFREY	635,500	473,500	162,000	162,000	A/T
044-2-145-304 ZISKIE, DAVID	652,500	519,100	133,400	133,400	A/T
044-2-145-401 BURROW, ROBERT	731,000	542,100	188,900	188,900	A/T
044-2-145-402 SMITH III, BENJAMIN THORP	721,100	527,800	193,300	193,300	A/T
044-2-145-403 STONE, KATHARINE	679,600	546,800	132,800	132,800	A/T
044-2-145-404 KRINSKY, TERRY	699,000	557,600	141,400	141,400	A/T
044-2-145-501 COHEN, ELLEN	741,500	598,500	143,000	143,000	A/T
044-2-145-502 DC PROPERTIES LLC	707,800	386,500	321,300	321,300	A/T
044-2-145-503 KAPLAN, JILL S.	707,400	568,300	139,100	139,100	A/T
044-2-145-504 HUBBELL, RICHARD N	740,100	637,900	102,200	102,200	A/T
044-2-145-601 CHURCH, NED	851,100	619,300	231,800	231,800	A/T
044-2-145-602 PICCHI, NANCY	793,400	415,900	377,500	377,500	A/T
044-2-145-603 JONATHAN J. HEATON REVOCAB	797,800	602,700	195,100	195,100	A/T
044-2-145-604 BOLANIS, ANDREW	827,600	681,900	145,700	145,700	A/T
044-2-145-701 HENDERSON, THOMAS E.	822,000	652,200	169,800	169,800	A/T
044-2-145-702 THROOP, DANIEL	839,000	618,900	220,100	220,100	A/T
044-2-145-703 LAMASTER, THOMAS L.	797,800	427,100	370,700	370,700	A/T
044-2-145-704 CHANDLER, CAROLYN	827,600	714,900	112,700	112,700	A/T
044-2-145-801 RUESCHER, CYNTHIA	881,200	694,800	186,400	186,400	A/T
044-2-145-802 REINKER, JOHN	826,400	683,100	143,300	143,300	A/T
044-2-145-803 STARR, ROBERT	818,600	468,200	350,400	350,400	A/T
044-2-145-804 LAWRENCE, BRADLEY M	845,600	732,600	113,000	113,000	A/T
044-2-145-901 RUSSELL, GEORGE	1,854,900	1,999,700	-144,800	-144,800	A/T
044-2-145-904 DOUSEVICZ, CAROL	1,287,900	1,092,200	195,700	195,700	A/T
044-2-146-000 BURLINGTON HARBOR HOTEL GP	15,756,100	16,268,700	-512,600	-512,600	A/T

Tif id: 1 part 2

Parcel	Current Mun Value	Base Mun Value	Mun Incremen	Mun Incremen Value	Curr Stat
044-2-147-000 CITY TREASURER	855,000	0	855,000	855,000	A/T
044-2-147-001 41 CHERRY STREET LLC	14,541,600	0	14,541,600	14,541,600	A/T
044-4-004-000 DEVONWOOD HOTEL ASSOCIATES	2,039,100	20,837,900	-18,798,800	-18,798,800	A/T
044-4-004-001 BTC MALL ASSOCIATES RETAI	5,931,500	4,117,100	1,814,400	1,814,400	A/T
044-4-005-000 BIGGER BOAT LLC	6,994,500	3,437,200	3,557,300	3,557,300	A/T
044-4-033-000 CITYPLACE PARTNERS, LLC	10,970,200	0	10,970,200	10,970,200	A/T
049-1-075-000 STONE STORE HOLDINGS LLC	3,630,600	3,138,100	492,500	492,500	A/T
049-1-076-000 BURLINGTON WATERFRONT SOUT	1,328,000	851,300	476,700	476,700	A/T
049-1-078-000 LAKE CHAMPLAIN TRANSPORTAT	4,829,600	3,816,400	1,013,200	1,013,200	A/T
049-1-079-000 TARWOOD N V	1,834,700	1,555,600	279,100	279,100	A/T
049-1-080-000 MAIN STREET LANDING CO	4,843,000	5,858,200	-1,015,200	-1,015,200	A/T
049-1-080-001 GRAFTON CAPITAL LLC	359,000	270,000	89,000	89,000	A/T
049-1-080-002 LAWRENCE, JOHANNA	232,100	167,000	65,100	65,100	A/T
049-1-080-003 ALLYN, LAURA E.	232,100	167,000	65,100	65,100	A/T
049-1-080-004 BLANCHARD, ZACHARY	331,600	265,000	66,600	66,600	A/T
049-1-080-005 MAIN STREET LANDING CO.	515,700	471,500	44,200	44,200	A/T
049-1-080-006 DAVIS, J STAIGE	492,600	466,600	26,000	26,000	A/T
049-1-080-007 JUDITH W. OCONNEL REV TRUS	664,600	459,800	204,800	204,800	A/T
049-1-080-008 MAIN STREET LANDING COMPAN	581,600	474,000	107,600	107,600	A/T
049-1-081-000 CORNELL MAIN STREET LP	1,702,900	1,080,800	622,100	622,100	A/T
049-1-082-000 BURLINGTON WATERFRONT NORT	1,253,000	923,400	329,600	329,600	A/T
049-1-086-000 LAKE AND COLLEGE LLC	8,506,900	7,754,500	752,400	752,400	A/T
Active Count: 93	151,363,932	122,308,400	29,338,500	29,338,500	0
038-2-001-000 CITY OF BURLINGTON	0	0	0	0	I/N
043-3-186-999 TIF VIODED CITY PROPERTY	0	0	0	0	I/N
043-4-005-000 BED (CITY) ELECTRIC	0	0	0	0	I/N
044-2-145-902 RUSSELL REVOCABLE TRUST	0	0	0	0	I/T
Inactive Count: 8	0	0	0	0	0

01/16/2024

Burlington 23-24 As Billed Grand List

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Municipal TIF Parcel Value Report

jdorman

Tif id: 1 part 2

TIF Totals

Active Parcels	93
Inactive Parcels	8
State Parcels	1
Non-Tax Parcels	15

Current Mun Value (+)	151,646,900
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Muni./Ed. Current Value Difference	282,968
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Note: This is caused by special exemptions and other "Ed. exemptions" not used for municipal taxable valuation purposes.

Base Mun Value (-)	122,308,400
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Gross Mun Increment Value (=)	29,338,500
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Net Mun Increment	29,338,500
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Tif id: 1

Parcel	Current Ed Value	Base Ed Ed Value	Increment Ed Value	Increment Value	Homestead Exemption	Nonhmstd Curr Exemption Stat
043-4-007-001 Unknown	0	0				
043-4-007-002 Unknown	0	0				
043-4-011-000 Unknown	0	0				
044-2-145-000 Unknown	0	0				
Inactive Count: 4	0	0	0	0	0	0
038-2-006-000 CITY OF BURLINGTON	0	0	0	0		0 A/N
043-4-001-000 CITY DPW PARKS REC DEPT	0	0	0	0		0 A/N
043-4-002-000 UNITED STATES OF AMERICA	0	0	0	0		0 A/N
043-4-004-000 CITY DPW WATER/WASTEWATER	0	0	0	0		0 A/N
043-4-004-001 BURLINGTON ELECTRIC DEPART	0	0	0	0		0 A/N
043-4-007-000 CITY OF BURLINGTON	0	0	0	0		0 A/N
043-4-007-503 CITY OF BURLINGTON, (OWNER	0	0	0	0		0 A/N
043-4-007-505 LAKE CHAMPLAIN COMMUNITY,	0	0	0	0		0 A/N
044-2-014-002 CITY DPW	0	0	0	0		0 A/N
044-2-014-003 CITY TREASURER	0	0	0	0		0 A/N
044-2-028-000 CITY DPW PARKS REC DEPT	0	0	0	0		0 A/N
044-4-243-000 CITY OF BURLINGTON	0	0	0	0		0 A/N
049-1-084-000 LAKE CHAMPLAIN BASIN SCIEN	0	0	0	0		0 A/N
049-1-085-000 CITY OF BURLINGTON	0	0	0	0		0 A/N
049-1-144-001 CITY DPW	0	0	0	0		0 A/N
Non-tax Count: 15	0	0	0	0	0	0
049-1-080-009 VERMONT STATE OF, AGENCY O	0	0	0	0		0 A/S
State Count: 1	0	0	0	0	0	0
043-3-208-000 WATERFRONT HOUSING LP, (LE	0	0	0	0		0 A/T
043-3-208-001 WATERSIDE APARTMENTS LP	2,079,020	0	2,079,020	2,079,020		2,079,020 A/T
043-4-003-000 BURLINGTON HARBOR MARINA L	0	0	0	0		0 A/T
043-4-009-001 CARPENTER, ANN B	178,300	76,000	102,300	102,300	102,300	A/T
043-4-009-002 ELLMS, NORMAN	178,300	75,000	103,300	103,300		103,300 A/T
043-4-009-003 MCGEE, DAVID	178,300	75,000	103,300	103,300	103,300	A/T
043-4-009-004 QUITTNER, KATHERINE	178,300	75,000	103,300	103,300		103,300 A/T
043-4-009-005 KHANG-GHONGMA, TENZIN	178,300	80,000	98,300	98,300		98,300 A/T
043-4-009-006 REPNIKOVA, TATIANA	178,300	80,000	98,300	98,300		98,300 A/T
043-4-009-007 SANTACROCE, KRISTINE	178,300	75,000	103,300	103,300		103,300 A/T
043-4-009-008 JAGER, ELI	178,300	75,000	103,300	103,300		103,300 A/T
043-4-009-009 BRODMANN, DOROTHY	178,300	75,000	103,300	103,300		103,300 A/T
043-4-009-010 DUFRESNE, JANET H	178,300	80,000	98,300	98,300	98,300	A/T
043-4-009-011 RIMASH, TAMARA	178,300	80,000	98,300	98,300		98,300 A/T
043-4-009-012 SAND, ROBERT	178,300	75,000	103,300	103,300		103,300 A/T
043-4-009-013 CUNNINGHAM, GRACE G.	178,300	75,000	103,300	103,300		103,300 A/T
043-4-009-014 EICHHORN, WILLIAM J	178,300	75,000	103,300	103,300	103,300	A/T
043-4-009-015 PENTHOUSE 216 LLC	207,300	90,000	117,300	117,300	117,300	A/T
043-4-010-001 GRANT, MELVIN L	570,400	490,000	80,400	80,400		80,400 A/T
043-4-010-002 JALILI, ALI	568,600	0	568,600	568,600	568,600	A/T
043-4-010-003 LEE, CHRISTOPHER J.	570,400	0	570,400	570,400	570,400	A/T

Tif id: 1

Parcel	Current Ed Value	Base Ed Ed Value	Increment Ed Value	Increment Value	Homestead Exemption	Nonhmstd Curr Exemption Stat
043-4-010-004 HILL, JOHN	570,400	0	570,400	570,400		570,400 A/T
043-4-010-005 MALHORTA, AJAI K.	561,100	0	561,100	561,100		561,100 A/T
043-4-010-006 BECHTEL, HENRY	565,900	191,800	374,100	374,100	374,100	A/T
043-4-010-007 OLIVETTI, CARYN B	560,100	191,800	368,300	368,300	368,300	A/T
043-4-010-008 THE WILLIAM A. BARTINOSKI	561,100	191,800	369,300	369,300		369,300 A/T
043-4-010-009 PRENTKI, GERALD E.	561,100	191,800	369,300	369,300	369,300	A/T
043-4-010-010 MCCAULEY, PATRICK	576,900	191,800	385,100	385,100	385,100	A/T
043-4-010-011 BARNES, KELLY	609,600	0	609,600	609,600	609,600	A/T
043-4-010-012 BROWN, CAROL	617,400	0	617,400	617,400	617,400	A/T
043-4-010-013 ORTELERE, BRIAN T.	610,600	0	610,600	610,600		610,600 A/T
043-4-010-014 DIANE L ABARE REVOCABLE TR	695,800	0	695,800	695,800	695,800	A/T
043-4-010-015 DAY, JOHN	665,000	0	665,000	665,000		665,000 A/T
043-4-010-016 LOUIS A SLANINA TRUST	698,000	0	698,000	698,000	698,000	A/T
044-2-001-000 LAKE AND COLLEGE LLC	1,575,300	805,700	769,600	769,600		769,600 A/T
044-2-002-000 HAIGH MILL ASSOCIATES	2,014,100	1,765,900	248,200	248,200		248,200 A/T
044-2-003-000 LAKE STREET ASSOCIATES INC	1,712,400	1,743,800	-31,400	-31,400		-31,400 A/T
044-2-014-001 DEVONWOOD CHERRY STREET AS	11,123,400	3,100,000	8,023,400	8,023,400		8,023,400 A/T
044-2-014-004 BURLINGTON COMMUNITY DEVL	0	0	0	0		0 A/T
044-2-145-001 WESTLAKE PARKING LLC	129,700	0	129,700	129,700		129,700 A/T
044-2-145-201 ASHLEY, REBECCA	450,700	0	450,700	450,700		450,700 A/T
044-2-145-202 WILSON, CAROLYN	439,100	0	439,100	439,100	439,100	A/T
044-2-145-203 CUMMINGS, BROOKS	499,300	0	499,300	499,300	499,300	A/T
044-2-145-204 SULLIVAN, KATHERINE M.	573,300	0	573,300	573,300	573,300	A/T
044-2-145-301 RIGOL, GRETCHEN	568,800	0	568,800	568,800	568,800	A/T
044-2-145-302 DALTON, JR., HEBERT	554,900	0	554,900	554,900		554,900 A/T
044-2-145-303 BERKOWITZ, JEFFREY	473,500	0	473,500	473,500	473,500	A/T
044-2-145-304 ZISKIE, DAVID	519,100	0	519,100	519,100		519,100 A/T
044-2-145-401 BURROW, ROBERT	542,100	0	542,100	542,100		542,100 A/T
044-2-145-402 SMITH III, BENJAMIN THORP	527,800	0	527,800	527,800	527,800	A/T
044-2-145-403 STONE, KATHARINE	546,800	0	546,800	546,800	546,800	A/T
044-2-145-404 KRINSKY, TERRY	557,600	0	557,600	557,600	557,600	A/T
044-2-145-501 COHEN, ELLEN	598,500	0	598,500	598,500	598,500	A/T
044-2-145-502 DC PROPERTIES LLC	386,500	0	386,500	386,500	386,500	A/T
044-2-145-503 KAPLAN, JILL S.	568,300	0	568,300	568,300		568,300 A/T
044-2-145-504 HUBBELL, RICHARD N	637,900	0	637,900	637,900	637,900	A/T
044-2-145-601 CHURCH, NED	619,300	0	619,300	619,300	619,300	A/T
044-2-145-602 PICCHI, NANCY	415,900	0	415,900	415,900		415,900 A/T
044-2-145-603 JONATHAN J. HEATON REVOCAB	602,700	0	602,700	602,700	602,700	A/T
044-2-145-604 BOLANIS, ANDREW	681,900	0	681,900	681,900	681,900	A/T
044-2-145-701 HENDERSON, THOMAS E.	652,200	0	652,200	652,200	652,200	A/T
044-2-145-702 THROOP, DANIEL	618,900	0	618,900	618,900		618,900 A/T
044-2-145-703 LAMASTER, THOMAS L.	427,100	0	427,100	427,100		427,100 A/T
044-2-145-704 CHANDLER, CAROLYN	714,900	0	714,900	714,900		714,900 A/T
044-2-145-801 RUESCHER, CYNTHIA	694,800	0	694,800	694,800	694,800	A/T
044-2-145-802 REINKER, JOHN	683,100	0	683,100	683,100		683,100 A/T
044-2-145-803 STARR, ROBERT	468,200	0	468,200	468,200	468,200	A/T
044-2-145-804 LAWRENCE, BRADLEY M	732,600	0	732,600	732,600	732,600	A/T
044-2-145-901 RUSSELL, GEORGE	1,999,700	0	1,999,700	1,999,700	1,999,700	A/T
044-2-145-904 DOUSEVICZ, CAROL	1,092,200	0	1,092,200	1,092,200		1,092,200 A/T
044-2-146-000 BURLINGTON HARBOR HOTEL GP	16,268,700	0	16,268,700	16,268,700		16,268,700 A/T

Tif id: 1

Parcel	Current Ed Value	Base Ed Ed Value	Increment Ed Value	Increment Value	Homestead Exemption	Nonhmstd Curr Exemption Stat
044-2-147-000 CITY TREASURER	0	0	0	0		0 A/T
044-2-147-001 41 CHERRY STREET LLC	0	0	0	0		0 A/T
044-4-004-000 DEVONWOOD HOTEL ASSOCIATES	20,837,900	18,244,300	2,593,600	2,593,600		2,593,600 A/T
044-4-004-001 BTC MALL ASSOCTIATES RETAI	4,117,100	2,800,000	1,317,100	1,317,100		1,317,100 A/T
044-4-005-000 BIGGER BOAT LLC	3,437,200	1,600,800	1,836,400	1,836,400		1,836,400 A/T
044-4-033-000 CITYPLACE PARTNERS, LLC	0	0	0	0		0 A/T
049-1-075-000 STONE STORE HOLDINGS LLC	3,138,100	2,525,400	612,700	612,700		612,700 A/T
049-1-076-000 BURLINGTON WATERFRONT SOUT	851,300	396,700	454,600	454,600		454,600 A/T
049-1-078-000 LAKE CHAMPLAIN TRANSPORTAT	3,816,400	1,782,500	2,033,900	2,033,900		2,033,900 A/T
049-1-079-000 TARWOOD N V	1,555,600	866,400	689,200	689,200		689,200 A/T
049-1-080-000 MAIN STREET LANDING CO	5,858,200	2,300,200	3,558,000	3,558,000		3,558,000 A/T
049-1-080-001 GRAFTON CAPITAL LLC	270,000	0	270,000	270,000		270,000 A/T
049-1-080-002 LAWRENCE, JOHANNA	167,000	0	167,000	167,000		167,000 A/T
049-1-080-003 ALLYN, LAURA E.	167,000	0	167,000	167,000	167,000	A/T
049-1-080-004 BLANCHARD, ZACHARY	265,000	0	265,000	265,000	265,000	A/T
049-1-080-005 MAIN STREET LANDING CO.	471,500	0	471,500	471,500		471,500 A/T
049-1-080-006 DAVIS, J STAIGE	466,600	0	466,600	466,600		466,600 A/T
049-1-080-007 JUDITH W. OCONNEL REV TRUS	459,800	0	459,800	459,800		459,800 A/T
049-1-080-008 MAIN STREET LANDING COMPAN	474,000	0	474,000	474,000		474,000 A/T
049-1-081-000 CORNELL MAIN STREET LP	1,080,800	845,400	235,400	235,400		235,400 A/T
049-1-082-000 BURLINGTON WATERFRONT NORT	923,400	422,300	501,100	501,100		501,100 A/T
049-1-086-000 LAKE AND COLLEGE LLC	7,754,500	603,500	7,151,000	7,151,000		7,151,000 A/T
Active Count: 93	122,127,620	42,412,900	79,714,720	79,714,720	18,473,600	61,241,120
038-2-001-000 CITY OF BURLINGTON	0	0	0	0		0 I/N
043-3-186-999 TIF VIODED CITY PROPERTY	0	0	0	0		0 I/N
043-4-005-000 BED (CITY) ELECTRIC	0	0	0	0		0 I/N
044-2-145-902 RUSSELL REVOCABLE TRUST	0	0	0	0		0 I/T
Inactive Count: 8	0	0	0	0	0	0

Tif id: 1

TIF Totals

Active Parcels	93
Inactive Parcels	8
State Parcels	1
Non-Tax Parcels	15

Current Ed Value (+)	122,127,620
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Muni./Ed. Current Value Difference	180,780
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Note: This is caused by special exemptions and other "Ed. exemptions" not used for municipal taxable valuation purposes.

Base Ed Value (-)	42,412,900
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Gross Ed Increment Value (=)	79,714,720
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Net Ed Increment	79,714,720
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Homestead 100% Exemption Value	18,473,600
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Nonhmstd 100% Exemption Value	61,241,120
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Tif id: 1 part 2

Parcel	Current Ed Value	Base Ed Ed Value	Increment Ed Value	Increment Value	Homestead Exemption	Nonhmstd Curr Exemption Stat
043-4-007-001 Unknown	0	0				
043-4-007-002 Unknown	0	0				
043-4-011-000 Unknown	0	0				
044-2-145-000 Unknown	0	0				
Inactive Count: 4	0	0	0	0	0	0
038-2-006-000 CITY OF BURLINGTON	0	0	0	0		0 A/N
043-4-001-000 CITY DPW PARKS REC DEPT	0	0	0	0		0 A/N
043-4-002-000 UNITED STATES OF AMERICA	0	0	0	0		0 A/N
043-4-004-000 CITY DPW WATER/WASTEWATER	0	0	0	0		0 A/N
043-4-004-001 BURLINGTON ELECTRIC DEPART	0	0	0	0		0 A/N
043-4-007-000 CITY OF BURLINGTON	0	0	0	0		0 A/N
043-4-007-503 CITY OF BURLINGTON, (OWNER	0	0	0	0		0 A/N
043-4-007-505 LAKE CHAMPLAIN COMMUNITY,	0	0	0	0		0 A/N
044-2-014-002 CITY DPW	0	0	0	0		0 A/N
044-2-014-003 CITY TREASURER	0	0	0	0		0 A/N
044-2-028-000 CITY DPW PARKS REC DEPT	0	0	0	0		0 A/N
044-4-243-000 CITY OF BURLINGTON	0	0	0	0		0 A/N
049-1-084-000 LAKE CHAMPLAIN BASIN SCIEN	0	0	0	0		0 A/N
049-1-085-000 CITY OF BURLINGTON	0	0	0	0		0 A/N
049-1-144-001 CITY DPW	0	0	0	0		0 A/N
Non-tax Count: 15	0	0	0	0	0	0
049-1-080-009 VERMONT STATE OF, AGENCY O	0	0	0	0		0 A/S
State Count: 1	0	0	0	0	0	0
043-3-208-000 WATERFRONT HOUSING LP, (LE	78,300	0	78,300	78,300		58,725 A/T
043-3-208-001 WATERSIDE APARTMENTS LP	3,254,132	2,079,020	1,175,112	1,175,112		881,334 A/T
043-4-003-000 BURLINGTON HARBOR MARINA L	786,900	0	786,900	786,900		590,175 A/T
043-4-009-001 CARPENTER, ANN B	321,200	178,300	142,900	142,900	107,175	A/T
043-4-009-002 ELLMS, NORMAN	324,600	178,300	146,300	146,300		109,725 A/T
043-4-009-003 MCGEE, DAVID	290,000	178,300	111,700	111,700	83,775	A/T
043-4-009-004 QUITTNER, KATHERINE	324,600	178,300	146,300	146,300		109,725 A/T
043-4-009-005 KHANG-GHONGMA, TENZIN	321,200	178,300	142,900	142,900		107,175 A/T
043-4-009-006 REPNIKOVA, TATIANA	337,100	178,300	158,800	158,800		119,100 A/T
043-4-009-007 SANTACROCE, KRISTINE	324,600	178,300	146,300	146,300		109,725 A/T
043-4-009-008 JAGER, ELI	324,600	178,300	146,300	146,300		109,725 A/T
043-4-009-009 BRODMANN, DOROTHY	324,600	178,300	146,300	146,300		109,725 A/T
043-4-009-010 DUFRESNE, JANET H	337,100	178,300	158,800	158,800	119,100	A/T
043-4-009-011 RIMASH, TAMARA	337,100	178,300	158,800	158,800		119,100 A/T
043-4-009-012 SAND, ROBERT	345,200	178,300	166,900	166,900		125,175 A/T
043-4-009-013 CUNNINGHAM, GRACE G.	324,600	178,300	146,300	146,300		109,725 A/T
043-4-009-014 EICHHORN, WILLIAM J	292,100	178,300	113,800	113,800	85,350	A/T
043-4-009-015 PENTHOUSE 216 LLC	362,500	207,300	155,200	155,200	116,400	A/T
043-4-010-001 GRANT, MELVIN L	909,900	570,400	339,500	339,500		254,625 A/T
043-4-010-002 JALILI, ALI	944,100	568,600	375,500	375,500	281,625	A/T
043-4-010-003 LEE, CHRISTOPHER J.	876,900	570,400	306,500	306,500	229,875	A/T

Tif id: 1 part 2

Parcel	Current Ed Value	Base Ed Ed Value	Increment Ed Value	Increment Value	Homestead Exemption	Nonhmstd Curr Exemption Stat
043-4-010-004 HILL, JOHN	876,900	570,400	306,500	306,500		229,875 A/T
043-4-010-005 MALHORTA, AJAI K.	868,300	561,100	307,200	307,200		230,400 A/T
043-4-010-006 BECHTEL, HENRY	895,300	565,900	329,400	329,400	247,050	A/T
043-4-010-007 OLIVETTI, CARYN B	866,700	560,100	306,600	306,600	229,950	A/T
043-4-010-008 THE WILLIAM A. BARTINOSKI	868,300	561,100	307,200	307,200		230,400 A/T
043-4-010-009 PRENTKI, GERALD E.	868,300	561,100	307,200	307,200	230,400	A/T
043-4-010-010 MCCAULEY, PATRICK	885,800	576,900	308,900	308,900	231,675	A/T
043-4-010-011 BARNES, KELLY	934,500	609,600	324,900	324,900	243,675	A/T
043-4-010-012 BROWN, CAROL	952,900	617,400	335,500	335,500	251,625	A/T
043-4-010-013 ORTELERE, BRIAN T.	935,800	610,600	325,200	325,200		243,900 A/T
043-4-010-014 DIANE L ABARE REVOCABLE TR	959,500	695,800	263,700	263,700	197,775	A/T
043-4-010-015 DAY, JOHN	959,900	665,000	294,900	294,900		221,175 A/T
043-4-010-016 LOUIS A SLANINA TRUST	997,200	698,000	299,200	299,200	224,400	A/T
044-2-001-000 LAKE AND COLLEGE LLC	1,412,900	1,575,300	-162,400	-162,400		-121,800 A/T
044-2-002-000 HAIGH MILL ASSOCIATES	2,411,700	2,014,100	397,600	397,600		298,200 A/T
044-2-003-000 LAKE STREET ASSOCIATES INC	2,491,000	1,712,400	778,600	778,600		583,950 A/T
044-2-014-001 DEVONWOOD CHERRY STREET AS	8,000,000	11,123,400	-3,123,400	-3,123,400		-2,342,550 A/T
044-2-014-004 BURLINGTON COMMUNITY DEVL	914,500	0	914,500	914,500		685,875 A/T
044-2-145-001 WESTLAKE PARKING LLC	196,700	129,700	67,000	67,000		50,250 A/T
044-2-145-201 ASHLEY, REBECCA	664,800	450,700	214,100	214,100		160,575 A/T
044-2-145-202 WILSON, CAROLYN	599,400	439,100	160,300	160,300	120,225	A/T
044-2-145-203 CUMMINGS, BROOKS	624,000	499,300	124,700	124,700	93,525	A/T
044-2-145-204 SULLIVAN, KATHERINE M.	652,500	573,300	79,200	79,200	59,400	A/T
044-2-145-301 RIGOL, GRETCHEN	653,700	568,800	84,900	84,900	63,675	A/T
044-2-145-302 DALTON, JR., HEBERT	619,600	554,900	64,700	64,700		48,525 A/T
044-2-145-303 BERKOWITZ, JEFFREY	635,500	473,500	162,000	162,000	121,500	A/T
044-2-145-304 ZISKIE, DAVID	652,500	519,100	133,400	133,400		100,050 A/T
044-2-145-401 BURROW, ROBERT	731,000	542,100	188,900	188,900		141,675 A/T
044-2-145-402 SMITH III, BENJAMIN THORP	721,100	527,800	193,300	193,300	144,975	A/T
044-2-145-403 STONE, KATHARINE	679,600	546,800	132,800	132,800	99,600	A/T
044-2-145-404 KRINSKY, TERRY	699,000	557,600	141,400	141,400	106,050	A/T
044-2-145-501 COHEN, ELLEN	741,500	598,500	143,000	143,000	107,250	A/T
044-2-145-502 DC PROPERTIES LLC	707,800	386,500	321,300	321,300	240,975	A/T
044-2-145-503 KAPLAN, JILL S.	707,400	568,300	139,100	139,100		104,325 A/T
044-2-145-504 HUBBELL, RICHARD N	740,100	637,900	102,200	102,200	76,650	A/T
044-2-145-601 CHURCH, NED	851,100	619,300	231,800	231,800	173,850	A/T
044-2-145-602 PICCHI, NANCY	793,400	415,900	377,500	377,500		283,125 A/T
044-2-145-603 JONATHAN J. HEATON REVOCAB	797,800	602,700	195,100	195,100	146,325	A/T
044-2-145-604 BOLANIS, ANDREW	827,600	681,900	145,700	145,700	109,275	A/T
044-2-145-701 HENDERSON, THOMAS E.	822,000	652,200	169,800	169,800	127,350	A/T
044-2-145-702 THROOP, DANIEL	839,000	618,900	220,100	220,100		165,075 A/T
044-2-145-703 LAMASTER, THOMAS L.	797,800	427,100	370,700	370,700		278,025 A/T
044-2-145-704 CHANDLER, CAROLYN	827,600	714,900	112,700	112,700		84,525 A/T
044-2-145-801 RUESCHER, CYNTHIA	881,200	694,800	186,400	186,400	139,800	A/T
044-2-145-802 REINKER, JOHN	826,400	683,100	143,300	143,300		107,475 A/T
044-2-145-803 STARR, ROBERT	818,600	468,200	350,400	350,400	262,800	A/T
044-2-145-804 LAWRENCE, BRADLEY M	845,600	732,600	113,000	113,000	84,750	A/T
044-2-145-901 RUSSELL, GEORGE	1,854,900	1,999,700	-144,800	-144,800	-108,600	A/T
044-2-145-904 DOUSEVICZ, CAROL	1,287,900	1,092,200	195,700	195,700		146,775 A/T
044-2-146-000 BURLINGTON HARBOR HOTEL GP	15,756,100	16,268,700	-512,600	-512,600		-512,600 A/T

Tif id: 1 part 2

Parcel	Current Ed Value	Base Ed Ed Value	Increment Ed Value	Increment Value	Homestead Exemption	Nonhmstd Curr Exemption Stat
044-2-147-000 CITY TREASURER	855,000	0	855,000	855,000		641,250 A/T
044-2-147-001 41 CHERRY STREET LLC	14,541,600	0	14,541,600	14,541,600		14,541,600 A/T
044-4-004-000 DEVONWOOD HOTEL ASSOCIATES	2,039,100	20,837,900	-18,798,800	-18,798,800		-14,099,100 A/T
044-4-004-001 BTC MALL ASSOCTIATES RETAI	5,931,500	4,117,100	1,814,400	1,814,400		1,360,800 A/T
044-4-005-000 BIGGER BOAT LLC	6,994,500	3,437,200	3,557,300	3,557,300		2,667,975 A/T
044-4-033-000 CITYPLACE PARTNERS, LLC	10,970,200	0	10,970,200	10,970,200		8,227,650 A/T
049-1-075-000 STONE STORE HOLDINGS LLC	3,630,600	3,138,100	492,500	492,500		369,375 A/T
049-1-076-000 BURLINGTON WATERFRONT SOUT	1,328,000	851,300	476,700	476,700		357,525 A/T
049-1-078-000 LAKE CHAMPLAIN TRANSPORTAT	4,829,600	3,816,400	1,013,200	1,013,200		759,900 A/T
049-1-079-000 TARWOOD N V	1,834,700	1,555,600	279,100	279,100		209,325 A/T
049-1-080-000 MAIN STREET LANDING CO	4,843,000	5,858,200	-1,015,200	-1,015,200		-761,400 A/T
049-1-080-001 GRAFTON CAPITAL LLC	359,000	270,000	89,000	89,000		66,750 A/T
049-1-080-002 LAWRENCE, JOHANNA	232,100	167,000	65,100	65,100		48,825 A/T
049-1-080-003 ALLYN, LAURA E.	232,100	167,000	65,100	65,100	48,825	A/T
049-1-080-004 BLANCHARD, ZACHARY	331,600	265,000	66,600	66,600	49,950	A/T
049-1-080-005 MAIN STREET LANDING CO.	515,700	471,500	44,200	44,200		33,150 A/T
049-1-080-006 DAVIS, J STAIGE	492,600	466,600	26,000	26,000		19,500 A/T
049-1-080-007 JUDITH W. OCONNEL REV TRUS	664,600	459,800	204,800	204,800		153,600 A/T
049-1-080-008 MAIN STREET LANDING COMPAN	581,600	474,000	107,600	107,600		80,700 A/T
049-1-081-000 CORNELL MAIN STREET LP	1,702,900	1,080,800	622,100	622,100		466,575 A/T
049-1-082-000 BURLINGTON WATERFRONT NORT	1,253,000	923,400	329,600	329,600		247,200 A/T
049-1-086-000 LAKE AND COLLEGE LLC	8,506,900	7,754,500	752,400	752,400		564,300 A/T
Active Count: 93	151,363,932	122,127,620	29,236,312	29,236,312	5,148,000	20,286,484
038-2-001-000 CITY OF BURLINGTON	0	0	0	0		0 I/N
043-3-186-999 TIF VIODED CITY PROPERTY	0	0	0	0		0 I/N
043-4-005-000 BED (CITY) ELECTRIC	0	0	0	0		0 I/N
044-2-145-902 RUSSELL REVOCABLE TRUST	0	0	0	0		0 I/T
Inactive Count: 8	0	0	0	0	0	0

01/16/2024

Burlington 23-24 As Billed Grand List

Page 4 of 4

02:53 pm

Education TIF Parcel Value Report

jdorman

Tif id: 1 part 2

TIF Totals

Active Parcels	93
Inactive Parcels	8
State Parcels	1
Non-Tax Parcels	15

Current Ed Value (+)	151,363,932
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Muni./Ed. Current Value Difference	282,968
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Note: This is caused by special exemptions and other "Ed. exemptions" not used for municipal taxable valuation purposes.

Base Ed Value (-)	122,127,620
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Gross Ed Increment Value (=)	29,236,312
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Net Ed Increment	29,236,312
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Homestead 75% Exemption Value	5,148,000
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Nonhmstd 75% Exemption Value	20,286,484
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Homestead 25% Taxable Value	1,716,000
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Nonhmstd 25% Taxable Value	2,085,828
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Tif id: 2

Parcel	Current Mun Value	Base Mun Value	Mun Incremen	Mun Incremen Value	Curr Stat
049-1-115-000 Unknown	0	0			
Inactive Count: 1	0	0	0	0	0
044-2-004-000 EPISCOPALIAN DIOCESE	0	0	0	0	A/N
044-2-010-000 MATANO, SALVATORE	0	0	0	0	A/N
044-2-013-000 BURLINGTON HOUSING AUTHORI	0	0	0	0	A/N
044-2-019-000 BURLINGTON HOUSING AUTHORI	0	0	0	0	A/N
044-2-020-000 UNITED STATES OF AMERICA,	0	0	0	0	A/N
044-2-022-000 CITY DPW	0	0	0	0	A/N
044-4-023-000 CITY CHURCH STREET MARKETP	0	0	0	0	A/N
044-4-028-000 CITY DPW	0	0	0	0	A/N
044-4-041-000 SPECTRUM YOUTH AND, FAMILY	0	0	0	0	A/N
044-4-081-000 FIRST UNITARIAN UNIVERALIS	0	0	0	0	A/N
044-4-242-000 UNITED STATES OF AMERICA,	0	0	0	0	A/N
049-1-003-000 BURLINGTON HOUSING AUTHORI	0	0	0	0	A/N
049-1-006-000 SOUTH CHAMPLAIN ST ASSOC	0	0	0	0	A/N
049-1-043-000 CITY DPW PARKS REC DEPT	0	0	0	0	A/N
049-1-097-000 THE SALVALTION ARMY	0	0	0	0	A/N
049-1-115-001 BURLINGTON HOUSING AUTHORI	0	0	0	0	A/N
049-1-115-005 BURLINGTON HOUSING AUTHORI	0	0	0	0	A/N
049-1-136-000 BURLINGTON HOUSING AUTHORI	0	2,702,000	-2,702,000	-2,702,000	A/N
049-1-137-000 BURLINGTON HOUSING AUTHORI	0	469,600	-469,600	-469,600	A/N
049-3-037-000 CHAMPLAIN HOUSING TRUST	0	0	0	0	A/N
049-3-102-000 CITY OF BURLINGTON	0	0	0	0	A/N
049-3-111-000 CHITTENDEN CNTY SUPERIOR C	0	0	0	0	A/N
049-3-142-000 TURNING POINT CENTER OF CH	0	0	0	0	A/N
049-3-159-001 CITY DPW	0	0	0	0	A/N
049-3-160-000 HOWARD CENTER FOR HUMAN, S	0	0	0	0	A/N
049-3-180-000 COLLEGE STREET CONGREGATIO	0	0	0	0	A/N
049-3-187-000 CITY DPW	0	0	0	0	A/N
049-3-187-001 CITY FIRE DEPARTMENT	0	0	0	0	A/N
049-3-187-002 CITY LIBRARY DEPARTMENT	0	0	0	0	A/N
049-3-188-000 CITY OF BURLINGTON	0	0	0	0	A/N
049-3-189-000 HOWARD PLANT POST VFW	0	0	0	0	A/N
049-3-190-000 COMMUNITY HEALTH CENTER OF	0	383,800	-383,800	-383,800	A/N
Non-tax Count: 32	0	3,555,400	-3,555,400	-3,555,400	0
044-2-006-000 VERMONT STATE OF, BUILDING	0	0	0	0	A/S
044-2-026-000 VERMONT STATE OF, BUILDING	0	0	0	0	A/S
044-2-027-000 VERMONT STATE OF, BUILDING	0	0	0	0	A/S
044-4-043-000 VERMONT STATE OF	0	0	0	0	A/S
State Count: 4	0	0	0	0	0
044-2-005-000 CSSL LIMITED PARTNERSHIP	1,603,900	0	1,603,900	1,603,900	A/T
044-2-007-000 PINE STREET APTS. LLC	651,600	0	651,600	651,600	A/T
044-2-008-000 PINE STREET APTS, LLC	563,800	327,000	236,800	236,800	A/T
044-2-009-000 STENROOS, GUS J	481,800	305,800	176,000	176,000	A/T

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Parcel	Current Mun Value	Base Mun Value	Mun Incremen Value	Mun Incremen Value	Curr Stat
044-2-011-000 28 PINE STREET LLC	244,000	243,100	900	900	A/T
044-2-012-000 PEASE, CRAIG	752,000	406,400	345,600	345,600	A/T
044-2-015-000 MCCARTHY, DENNIS	453,100	193,000	260,100	260,100	A/T
044-2-016-000 HARRINGTON, DONALD	540,100	480,200	59,900	59,900	A/T
044-2-017-000 LIVING STARK LLC	693,600	683,100	10,500	10,500	A/T
044-2-018-000 POMERLEAU FAMILY PARTNERSH	877,100	419,800	457,300	457,300	A/T
044-2-021-000 68 PEARL STREET LLC	361,300	300,000	61,300	61,300	A/T
044-2-023-000 BOVE, RICHARD J	3,985,600	2,742,400	1,243,200	1,243,200	A/T
044-2-024-000 77-87 PEARL STREET LLC	2,163,300	828,800	1,334,500	1,334,500	A/T
044-2-025-000 PRECOURT INVESTMENT CO LLC	1,703,600	1,010,500	693,100	693,100	A/T
044-2-120-000 3 11 1/2 GEORGE STREET LLC	999,700	440,400	559,300	559,300	A/T
044-2-136-000 HARRINGTON, DONALD	464,200	504,400	-40,200	-40,200	A/T
044-2-138-000 HARRINGTON, DONALD	518,300	0	518,300	518,300	A/T
044-2-139-000 HARRINGTON, DONALD	131,300	0	131,300	131,300	A/T
044-4-006-000 NICK & MORRISSEY DEVELOPME	9,900,600	6,576,000	3,324,600	3,324,600	A/T
044-4-007-000 SISTERS & BROTHERS INVESTM	1,599,600	1,200,000	399,600	399,600	A/T
044-4-008-000 SISTERS & BROTHERS INVESTM	1,165,200	825,000	340,200	340,200	A/T
044-4-009-000 GREGOIRE, SUSAN C	1,145,400	1,160,600	-15,200	-15,200	A/T
044-4-010-000 PRELCO INC	1,281,400	1,069,300	212,100	212,100	A/T
044-4-011-000 ONE CHURCH STREET PARTNERS	5,890,300	3,657,500	2,232,800	2,232,800	A/T
044-4-012-000 TWO CHURCH STREET PROPERTY	1,827,200	2,163,500	-336,300	-336,300	A/T
044-4-013-000 12-18 CHURCH STREET LLC	966,100	747,300	218,800	218,800	A/T
044-4-014-000 REVOCABLE TRUST AGREEMENT	872,300	999,800	-127,500	-127,500	A/T
044-4-015-000 PERKINS, CHARLES N	675,600	435,600	240,000	240,000	A/T
044-4-016-000 HAROLD A. READ TRUST	699,600	439,900	259,700	259,700	A/T
044-4-017-000 MINDY DOLA, INC.	746,500	548,100	198,400	198,400	A/T
044-4-018-000 FURST MANAGEMENT VENTURES,	1,010,700	831,000	179,700	179,700	A/T
044-4-019-000 GRANDVIEW FARM INC	1,735,100	1,099,500	635,600	635,600	A/T
044-4-020-000 FRANK, JOSEPH E	1,699,100	975,000	724,100	724,100	A/T
044-4-021-000 FRANK AND BETTY BOUCHETT L	2,819,500	1,932,600	886,900	886,900	A/T
044-4-022-000 DANA FAMILY SERIES, LLC	1,407,600	850,400	557,200	557,200	A/T
044-4-023-001 CITY CHURCH STREET MARKETP	151,300	75,600	75,700	75,700	A/T
044-4-024-000 AGEM PROPERTIES, LLC	3,273,600	2,037,900	1,235,700	1,235,700	A/T
044-4-029-000 SECOND PENNY LLC	401,200	441,900	-40,700	-40,700	A/T
044-4-030-000 PENNY CLUSE REAL ESTATE LL	556,800	251,500	305,300	305,300	A/T
044-4-031-000 159 CHERRY ST LLC	463,900	189,800	274,100	274,100	A/T
044-4-032-000 QUINN PROPERTIES LLC	1,372,300	987,000	385,300	385,300	A/T
044-4-034-000 CHERRY ST LEATHERS, LLC	403,200	283,700	119,500	119,500	A/T
044-4-035-000 DUCK DOWN THE ALLEYWAY LLC	3,000,700	1,032,000	1,968,700	1,968,700	A/T
044-4-036-000 LAWRENCE LECLAIR INC	1,034,800	826,400	208,400	208,400	A/T
044-4-036-001 LAWRENCE LECLAIR INC	15,100	11,000	4,100	4,100	A/T
044-4-037-000 CHASE, DAVID	2,536,300	1,798,300	738,000	738,000	A/T
044-4-038-000 OVERLAKE PARK LLC	400,200	307,000	93,200	93,200	A/T
044-4-039-000 187 PEARL ST LLC	1,185,700	755,800	429,900	429,900	A/T
044-4-040-000 181-185 PEARL STREET LLC	1,210,500	674,900	535,600	535,600	A/T
044-4-042-000 LUXENTI PROPERTIES, LLC	714,900	506,700	208,200	208,200	A/T
044-4-079-000 ONION RIVER COOPERATIVE IN	4,956,900	3,150,300	1,806,600	1,806,600	A/T
044-4-080-000 75 SOUTH WINOOSKI AVENUE L	760,300	762,800	-2,500	-2,500	A/T
044-4-082-000 TWO CHURCH STREET PROPERTY	581,200	344,800	236,400	236,400	A/T
044-4-083-000 MISSION 1888 PROPERTIES, L	1,458,000	795,800	662,200	662,200	A/T

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044-4-215-000 FOX DEN PROPERTIES LLC	2,326,800	1,091,200	1,235,600	1,235,600	A/T
044-4-244-000 FRANK AND BETTY BOUCHETT,	25,400	0	25,400	25,400	A/T
049-1-002-000 HENRY STREET PROPERTIES LL	770,200	408,400	361,800	361,800	A/T
049-1-004-000 157 SOUTH CHAMPLAIN STREET	3,046,000	67,800	2,978,200	2,978,200	A/T
049-1-005-000 SOUTH RIVER LLC	476,500	325,800	150,700	150,700	A/T
049-1-024-001 KING STREET HOUSING L P	904,800	931,200	-26,400	-26,400	A/T
049-1-024-002 CHAMPLAIN HOUSING TRUST IN	2,571,600	1,682,300	889,300	889,300	A/T
049-1-039-000 SCHOENBECK, LORILEE	464,400	280,400	184,000	184,000	A/T
049-1-040-000 FAVALI, ROBERT J	490,500	269,400	221,100	221,100	A/T
049-1-041-000 STONE STORE HOLDINGS LLP	449,700	205,600	244,100	244,100	A/T
049-1-042-000 ROTHWELL, ANNE	161,700	131,900	29,800	29,800	A/T
049-1-044-000 JOHNSON, ERIC	1,495,600	732,200	763,400	763,400	A/T
049-1-067-000 LOYER, CLAIR M	728,800	388,300	340,500	340,500	A/T
049-1-068-000 35 KING STREET LLC	780,800	690,500	90,300	90,300	A/T
049-1-070-000 WATERFRONT PLAZA LLC	9,439,700	750,200	8,689,500	8,689,500	A/T
049-1-071-000 S SQUARED O, LLC	605,900	311,300	294,600	294,600	A/T
049-1-072-000 S SQUARED O, LLC	46,800	79,500	-32,700	-32,700	A/T
049-1-073-000 WATERFRONT WINDOWS, LLC	869,500	445,000	424,500	424,500	A/T
049-1-074-000 DW PROPERTIES, LLC	2,604,300	2,429,700	174,600	174,600	A/T
049-1-088-000 BOTTOM OF MAIN, LLC	806,100	800,300	5,800	5,800	A/T
049-1-089-000 RED BRICK REALTY II LLC	508,400	232,800	275,600	275,600	A/T
049-1-090-000 WW PROPERTIES LLC	637,100	490,300	146,800	146,800	A/T
049-1-091-000 ANGUS PROPERTY MANAGEMENT	584,400	217,900	366,500	366,500	A/T
049-1-092-000 PIRATE YETI LLC	856,800	452,500	404,300	404,300	A/T
049-1-093-000 TP GORDAN, LLC	1,175,600	844,900	330,700	330,700	A/T
049-1-094-000 MOUNTAHA LLC	1,164,500	750,700	413,800	413,800	A/T
049-1-098-000 SWB LLC	602,300	289,300	313,000	313,000	A/T
049-1-099-000 HASAN, ARSHAD	439,700	194,200	245,500	245,500	A/T
049-1-100-000 CENTOVALI LTD	572,600	319,600	253,000	253,000	A/T
049-1-101-000 DOVE & BEAN, LLC	606,600	432,100	174,500	174,500	A/T
049-1-102-000 76-78 MAIN STREET LLC	663,600	541,100	122,500	122,500	A/T
049-1-103-000 FURST MANGEMENT VENTURES,	1,134,900	702,100	432,800	432,800	A/T
049-1-104-000 POINT 2 LLC	549,700	333,300	216,400	216,400	A/T
049-1-105-000 KHAMNEI, CHRIS	570,000	409,300	160,700	160,700	A/T
049-1-110-000 CATAMOUNT/VAN NESS, LLC	13,878,200	599,500	13,278,700	13,278,700	A/T
049-1-111-000 WILSUZAN ASSOCIATES INC	2,142,800	1,635,400	507,400	507,400	A/T
049-1-112-000 WILSUZAN ASSOCIATES INC	638,100	281,000	357,100	357,100	A/T
049-1-113-000 MSP, LLC	595,700	254,400	341,300	341,300	A/T
049-1-114-000 MSP, LLC	930,500	414,300	516,200	516,200	A/T
049-1-115-002 65 CADILLAC LLC	726,900	443,600	283,300	283,300	A/T
049-1-115-003 DOWN BY THE BEACH LLC	835,900	520,900	315,000	315,000	A/T
049-1-115-004 ALPHA OMEGA PROPERTIES LLC	872,300	520,900	351,400	351,400	A/T
049-1-116-000 CROSBY HOUSE LLC	402,200	320,300	81,900	81,900	A/T
049-1-116-001 GREAT DEVELOPMENTS LLC	774,200	346,900	427,300	427,300	A/T
049-1-117-000 ORIGINAL INVESTMENTS, LLC	836,700	570,800	265,900	265,900	A/T
049-1-118-001 31-35 MAIN STREET LLC	579,900	451,300	128,600	128,600	A/T
049-1-118-002 41-47 MAIN STREET LLC	843,600	392,400	451,200	451,200	A/T
049-1-119-000 INVESTORS CORP. OF VERMONT	6,405,500	3,840,600	2,564,900	2,564,900	A/T
049-1-127-000 BURLINGTON SAVINGS BANK	639,000	349,300	289,700	289,700	A/T
049-1-138-001 SDKS HOLDINGS LLC	282,200	220,600	61,600	61,600	A/T

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049-1-138-002 EIGHTY NINE COLLEGE LLC	365,800	181,000	184,800	184,800	A/T
049-1-138-003 SDKS HOLDINGS LLC	363,900	242,800	121,100	121,100	A/T
049-1-139-000 BOX 77 LLC	2,380,400	1,721,500	658,900	658,900	A/T
049-1-141-000 DW PROPERTIES, LLC	1,859,400	0	1,859,400	1,859,400	A/T
049-2-026-000 1864 HOUSE LLC	476,400	370,800	105,600	105,600	A/T
049-2-027-000 TROMBLEY, MICHAEL	993,100	720,800	272,300	272,300	A/T
049-2-030-001 MGD INC	3,632,800	2,587,400	1,045,400	1,045,400	A/T
049-2-032-000 WHARF LANE HOUSING LP	2,997,000	1,586,900	1,410,100	1,410,100	A/T
049-2-034-000 COMPLEX ENTERPRISES LLC	1,170,800	435,900	734,900	734,900	A/T
049-3-005-000 MANSFIELD PROFESSIONAL BLD	2,778,700	1,476,300	1,302,400	1,302,400	A/T
049-3-006-000 GRANDVIEW FARM INC	589,000	382,300	206,700	206,700	A/T
049-3-008-000 TD BANK FACILITIES MGMT SE	3,895,100	2,777,600	1,117,500	1,117,500	A/T
049-3-010-101 SMITH, WILLARD F.	335,900	0	335,900	335,900	A/T
049-3-010-102 BALADY, JAMES	155,300	0	155,300	155,300	A/T
049-3-010-103 POPIK, STEVEN	158,500	0	158,500	158,500	A/T
049-3-010-104 WILLIAMS, JULIE	188,000	0	188,000	188,000	A/T
049-3-010-105 FLEURY, KELLIE	166,000	0	166,000	166,000	A/T
049-3-010-106 GAY, EBENEZER	389,500	0	389,500	389,500	A/T
049-3-010-107 JCK PROPERTIES LLC	326,000	0	326,000	326,000	A/T
049-3-010-108 JCK PROPERTIES LLC	324,700	0	324,700	324,700	A/T
049-3-010-109 CONRAD, JAMES	185,600	0	185,600	185,600	A/T
049-3-010-201 GIBSON, THADDEUS	336,100	0	336,100	336,100	A/T
049-3-010-202 MILLER, CHRISTOPHER	221,800	0	221,800	221,800	A/T
049-3-010-203 NELSON II, JAMES	226,500	0	226,500	226,500	A/T
049-3-010-204 KONG, SAN	268,500	0	268,500	268,500	A/T
049-3-010-205 TUPPER, CHERYL A.	166,000	0	166,000	166,000	A/T
049-3-010-206 MACCORMACK, AMY	366,100	0	366,100	366,100	A/T
049-3-010-207 BRODERICK, PETER	326,000	0	326,000	326,000	A/T
049-3-010-208 LANDON, JODY	355,600	0	355,600	355,600	A/T
049-3-010-209 AMAN, DENNIS	198,700	0	198,700	198,700	A/T
049-3-010-301 THIRD ACT LLC	361,200	0	361,200	361,200	A/T
049-3-010-302 POSEY, KERRIE	328,200	0	328,200	328,200	A/T
049-3-010-303 BRUCE, KENNET	403,100	0	403,100	403,100	A/T
049-3-010-304 WALKER, GREGORY	281,900	0	281,900	281,900	A/T
049-3-010-305 KADISH, MARY L.	402,600	0	402,600	402,600	A/T
049-3-010-306 ALIMONTI, PAOLO	371,000	0	371,000	371,000	A/T
049-3-010-307 ROTHERMUND, HELENE KYRA	377,400	0	377,400	377,400	A/T
049-3-010-308 D'HEMECOURT, LIA	198,700	0	198,700	198,700	A/T
049-3-010-401 ST PAUL PROPERTIES LLC	369,400	0	369,400	369,400	A/T
049-3-010-402 CONRAD, RYAN	313,500	0	313,500	313,500	A/T
049-3-010-403 DEGRAY, SARAH E.	435,200	0	435,200	435,200	A/T
049-3-010-404 POPE, PETER	303,400	0	303,400	303,400	A/T
049-3-010-405 CHASE, DAVID S.	435,700	0	435,700	435,700	A/T
049-3-010-406 COFFEY, MICHAEL	281,600	0	281,600	281,600	A/T
049-3-010-407 MARCHILDON, GERALD L	361,800	0	361,800	361,800	A/T
049-3-010-408 WATANABE, EUGENE	255,200	0	255,200	255,200	A/T
049-3-015-000 NORCROSS JR, ARTHUR	598,400	280,900	317,500	317,500	A/T
049-3-017-000 INVESTORS CORPORATION OF V	8,801,300	7,649,000	1,152,300	1,152,300	A/T
049-3-028-000 CHAMPLAIN COLLEGE INC.	2,556,000	945,200	1,610,800	1,610,800	A/T
049-3-029-000 162 MAPLE BTV LLC	939,500	400,700	538,800	538,800	A/T

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049-3-030-000 BUILDINGS AND FOOD LLC	305,100	163,800	141,300	141,300	A/T
049-3-031-000 BUILDINGS AND FOOD LLC	696,800	337,600	359,200	359,200	A/T
049-3-032-000 BUILDINGS & FOOD, LLC	520,200	325,700	194,500	194,500	A/T
049-3-033-000 BUILDINGS & FOOD, LLC	401,300	264,200	137,100	137,100	A/T
049-3-034-000 211 CHURCH ST LLC	296,200	199,100	97,100	97,100	A/T
049-3-035-000 205 209 CHURCH STREET LLC	1,339,800	833,400	506,400	506,400	A/T
049-3-036-000 SMITH, JACOB	439,000	301,200	137,800	137,800	A/T
049-3-038-000 KEINATH, CHARLES	475,400	230,900	244,500	244,500	A/T
049-3-039-000 GREILICH, NICHOLAS	295,200	206,300	88,900	88,900	A/T
049-3-040-000 ANTENSAYE, THOMAS	532,400	313,800	218,600	218,600	A/T
049-3-046-000 BROWN, OTHELLA L	309,500	140,900	168,600	168,600	A/T
049-3-083-000 METROPARK LLC	2,159,900	1,063,100	1,096,800	1,096,800	A/T
049-3-084-000 CITY OF BURLINGTON	1,059,400	0	1,059,400	1,059,400	A/T
049-3-096-000 PALLADIUM SHIELD LLC	956,600	627,000	329,600	329,600	A/T
049-3-097-001 SISTER & BROTHER INVESTMEN	1,875,900	0	1,875,900	1,875,900	A/T
049-3-097-002 BROWNELL HAWLEY BLOCK LLC	1,468,700	0	1,468,700	1,468,700	A/T
049-3-098-000 194 MAIN, LLC	1,804,900	1,656,200	148,700	148,700	A/T
049-3-099-000 MID-TOWN ASSOCIATES INC	563,100	548,100	15,000	15,000	A/T
049-3-100-000 MID-TOWN ASSOCIATES INC	494,400	278,600	215,800	215,800	A/T
049-3-101-000 MIDTOWN ASSOCIATES, INC.	552,400	324,200	228,200	228,200	A/T
049-3-105-000 JLEV 247 MAIN LLC	900,200	458,800	441,400	441,400	A/T
049-3-106-000 FOLEY, ROBERT J	767,200	438,200	329,000	329,000	A/T
049-3-107-000 WINKELDOM LLC	2,058,600	1,590,900	467,700	467,700	A/T
049-3-109-000 WESCO INC	735,600	556,500	179,100	179,100	A/T
049-3-110-000 COURTHOUSE PLAZA LLC	720,000	614,000	106,000	106,000	A/T
049-3-110-003 COURTHOUSE PLAZA LLC	3,018,800	2,548,600	470,200	470,200	A/T
049-3-110-004 COURTHOUSE PLAZA LLC	6,630,000	7,060,000	-430,000	-430,000	A/T
049-3-110-006 COURTHOUSE PLAZA LLC	330,000	278,000	52,000	52,000	A/T
049-3-112-000 SISTERS & BROTHERS INVESTM	1,164,200	741,800	422,400	422,400	A/T
049-3-113-000 190 CHURCH STREET LLC	912,800	655,800	257,000	257,000	A/T
049-3-124-000 GRANDVIEW FARMS, INC	1,254,600	881,600	373,000	373,000	A/T
049-3-125-000 GRANDVIEW FARM INC	874,700	612,100	262,600	262,600	A/T
049-3-126-001 90-96 CHURCH STREET LLP	1,944,000	1,690,800	253,200	253,200	A/T
049-3-126-002 FRANKEL, DEBORAH OSMOND	496,400	398,600	97,800	97,800	A/T
049-3-126-003 CHURCH WARNER BLOCK, LLC	531,900	483,700	48,200	48,200	A/T
049-3-126-004 FRANKEL, DEBORAH OSMOND	438,600	251,100	187,500	187,500	A/T
049-3-126-005 SILVERNAIL, SHELBY	531,900	483,700	48,200	48,200	A/T
049-3-126-006 JOY, PETER A	365,900	244,500	121,400	121,400	A/T
049-3-126-007 SOLOMON, LAURA J	340,800	233,400	107,400	107,400	A/T
049-3-126-008 MITCHELIDES, STAVROS	382,900	252,800	130,100	130,100	A/T
049-3-127-000 98 CHURCH STREET LLC	541,000	537,600	3,400	3,400	A/T
049-3-128-000 POMERLEAU FAMILY LLC	706,200	436,100	270,100	270,100	A/T
049-3-129-000 ST ALBANS SHOPPING CENTER	804,000	466,700	337,300	337,300	A/T
049-3-130-000 108 CHURCH STREET LLC	616,900	614,200	2,700	2,700	A/T
049-3-131-000 112 CHURCH STREET, LLC	1,171,500	604,800	566,700	566,700	A/T
049-3-132-000 GRANDVIEW FARMS INC	1,915,000	1,386,200	528,800	528,800	A/T
049-3-133-000 KENNEDY BROTHERS INC	1,496,400	1,526,200	-29,800	-29,800	A/T
049-3-134-000 GLOBAL INVESTMENT PROPERTI	564,900	432,400	132,500	132,500	A/T
049-3-135-000 EVEN FLOW, LLC	886,300	618,900	267,400	267,400	A/T
049-3-136-000 ORMER GROUP LLC	1,099,100	988,400	110,700	110,700	A/T

Tif id: 2

Parcel	Current Mun Value	Base Mun Value	Mun Incremen Value	Mun Incremen Value	Curr Stat
049-3-137-000 GRANDVIEW FARM INC	910,300	758,800	151,500	151,500	A/T
049-3-138-000 ONE FORTY SIX REALTY, LLC	1,487,700	876,200	611,500	611,500	A/T
049-3-140-000 PLATINUM SHIELD LLC	1,162,000	959,500	202,500	202,500	A/T
049-3-141-000 FURST MANAGEMENT VENTURES,	1,166,700	586,800	579,900	579,900	A/T
049-3-144-000 BRECK HILKER LLC	1,023,900	783,300	240,600	240,600	A/T
049-3-145-000 STICKS AND BRICKS LLC	1,545,500	1,165,400	380,100	380,100	A/T
049-3-146-000 203-205 COLLEGE STREET LLC	858,000	558,900	299,100	299,100	A/T
049-3-147-000 197-201 COLLEGE STREET LLC	881,600	521,900	359,700	359,700	A/T
049-3-148-000 THE GREAT CEDARS, LLC	4,948,900	3,375,600	1,573,300	1,573,300	A/T
049-3-148-007 THE GREAT CEDARS, LLC	1,914,600	1,501,200	413,400	413,400	A/T
049-3-149-000 POMERLEAU FAMILY LLC	1,208,300	860,300	348,000	348,000	A/T
049-3-150-000 GRANDVIEW FARMS INC	1,364,300	863,300	501,000	501,000	A/T
049-3-152-000 GRANDVIEW FARMS INC	495,600	277,900	217,700	217,700	A/T
049-3-153-000 ST ALBANS SHOPPING CENTER	223,500	123,900	99,600	99,600	A/T
049-3-154-000 BROADWAY ENTERPRISES LLC	697,100	552,400	144,700	144,700	A/T
049-3-155-000 BLOHM, PATRICIA	1,244,100	493,700	750,400	750,400	A/T
049-3-156-000 SISTERS & BROTHERS INVESTM	947,000	1,273,000	-326,000	-326,000	A/T
049-3-157-000 189 BANK STREET LLC	457,400	252,700	204,700	204,700	A/T
049-3-158-000 TICK TOCK REAL ESTATE LLC	1,044,200	557,400	486,800	486,800	A/T
049-3-159-000 ONION RIVER COOPERATIVE IN	807,800	786,500	21,300	21,300	A/T
049-3-162-000 L & M PROPERTIES LLC	1,562,300	1,603,400	-41,100	-41,100	A/T
049-3-163-001 COMEAU, ANDREW	280,700	151,100	129,600	129,600	A/T
049-3-163-002 RACANELLI, CHRIS	433,000	213,400	219,600	219,600	A/T
049-3-163-003 KAUFMANN, MARK	408,800	209,100	199,700	199,700	A/T
049-3-163-004 MACINTYRE-PULLING, FLORENC	450,300	210,700	239,600	239,600	A/T
049-3-163-005 FRANKEL, REMA S	474,100	233,200	240,900	240,900	A/T
049-3-163-006 GIARD, LOUIS	373,000	198,000	175,000	175,000	A/T
049-3-163-007 DANIS, HEATHER J	434,600	223,900	210,700	210,700	A/T
049-3-163-008 VARACCHI, TYLER	416,300	212,100	204,200	204,200	A/T
049-3-163-009 EWOLDSEN, HANS MARTIN	404,500	213,100	191,400	191,400	A/T
049-3-163-010 MARTIN, CLIFFORD M.	442,800	225,800	217,000	217,000	A/T
049-3-163-011 CHARLEBOIS, MARY	435,900	223,500	212,400	212,400	A/T
049-3-163-012 RAMON, TIMOTHY	417,300	221,100	196,200	196,200	A/T
049-3-163-013 BURLINGTON STOREFRONT, LLC	366,600	0	366,600	366,600	A/T
049-3-163-014 230 COLLEGE STREET UNIT 14	360,700	203,600	157,100	157,100	A/T
049-3-164-000 SISTERS & BROTHERS INVESTM	2,642,100	969,200	1,672,900	1,672,900	A/T
049-3-165-000 SISTERS & BROTHERS INVESTM	1,109,000	963,600	145,400	145,400	A/T
049-3-166-000 TWO O'BRIENS PROPERTIES, L	354,300	259,100	95,200	95,200	A/T
049-3-167-000 O'BRIEN, WILLIAM	2,735,700	1,542,100	1,193,600	1,193,600	A/T
049-3-168-000 GIRI BURLINGTON PORPERTY,	3,453,600	0	3,453,600	3,453,600	A/T
049-3-183-000 QUEEN CITY PARTNERS, LLC	3,432,500	1,959,900	1,472,600	1,472,600	A/T
049-3-185-000 HANDY, JOAN	917,200	625,600	291,600	291,600	A/T
049-3-211-000 CITY CHURCH STREET MARKETP	89,600	0	89,600	89,600	A/T

Active Count: 247	288,787,409	164,472,300	124,852,000	124,852,000	0 0
049-3-041-000 CITY DPW	0	0	0	0	I/N
049-3-027-000 CHAMPLAIN COLLEGE INCORPOR	0	0	0	0	I/T
049-3-097-000 BROWNELL HAWELY BLOCK	0	1,213,900	-1,213,900	-1,213,900	I/T
049-3-210-000 CATAMOUNT VAN NESS LLC	0	765,000	-765,000	-765,000	I/T

Inactive Count: 5	0	1,978,900	-1,978,900	-1,978,900	0 0

01/16/2024

Burlington 23-24 As Billed Grand List

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02:55 pm

Municipal TIF Parcel Value Report

jdorman

Tif id: 2

TIF Totals

Active Parcels	247
Inactive Parcels	5
State Parcels	4
Non-Tax Parcels	32

Current Mun Value (+)	289,324,300
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Muni./Ed. Current Value Difference	536,891
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Note: This is caused by special exemptions and other "Ed. exemptions" not used for municipal taxable valuation purposes.

Base Mun Value (-)	170,006,600
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Gross Mun Increment Value (=)	119,317,700
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Net Mun Increment	119,317,700
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Tif id: 2

Parcel	Current Ed Value	Base Ed Ed Value	Increment Ed Value	Increment Value	Homestead Exemption	Nonhmstd Curr Exemption Stat
049-1-115-000 Unknown	0	0				
Inactive Count: 1	0	0	0	0	0	0
044-2-004-000 EPISCOPALIAN DIOCESE	0	0	0	0		0 A/N
044-2-010-000 MATANO, SALVATORE	0	0	0	0		0 A/N
044-2-013-000 BURLINGTON HOUSING AUTHORI	0	0	0	0		0 A/N
044-2-019-000 BURLINGTON HOUSING AUTHORI	0	0	0	0		0 A/N
044-2-020-000 UNITED STATES OF AMERICA,	0	0	0	0		0 A/N
044-2-022-000 CITY DPW	0	0	0	0		0 A/N
044-4-023-000 CITY CHURCH STREET MARKETP	0	0	0	0		0 A/N
044-4-028-000 CITY DPW	0	0	0	0		0 A/N
044-4-041-000 SPECTRUM YOUTH AND, FAMILY	0	0	0	0		0 A/N
044-4-081-000 FIRST UNITARIAN UNIVERALIS	0	0	0	0		0 A/N
044-4-242-000 UNITED STATES OF AMERICA,	0	0	0	0		0 A/N
049-1-003-000 BURLINGTON HOUSING AUTHORI	0	0	0	0		0 A/N
049-1-006-000 SOUTH CHAMPLAIN ST ASSOC	0	0	0	0		0 A/N
049-1-043-000 CITY DPW PARKS REC DEPT	0	0	0	0		0 A/N
049-1-097-000 THE SALVALTION ARMY	0	0	0	0		0 A/N
049-1-115-001 BURLINGTON HOUSING AUTHORI	0	0	0	0		0 A/N
049-1-115-005 BURLINGTON HOUSING AUTHORI	0	0	0	0		0 A/N
049-1-136-000 BURLINGTON HOUSING AUTHORI	0	2,702,000	-2,702,000	-2,702,000		-1,864,380 A/N
049-1-137-000 BURLINGTON HOUSING AUTHORI	0	469,600	-469,600	-469,600		-324,024 A/N
049-3-037-000 CHAMPLAIN HOUSING TRUST	0	0	0	0		0 A/N
049-3-102-000 CITY OF BURLINGTON	0	0	0	0		0 A/N
049-3-111-000 CHITTENDEN CNTY SUPERIOR C	0	0	0	0		0 A/N
049-3-142-000 TURNING POINT CENTER OF CH	0	0	0	0		0 A/N
049-3-159-001 CITY DPW	0	0	0	0		0 A/N
049-3-160-000 HOWARD CENTER FOR HUMAN, S	0	0	0	0		0 A/N
049-3-180-000 COLLEGE STREET CONGREGATIO	0	0	0	0		0 A/N
049-3-187-000 CITY DPW	0	0	0	0		0 A/N
049-3-187-001 CITY FIRE DEPARTMENT	0	0	0	0		0 A/N
049-3-187-002 CITY LIBRARY DEPARTMENT	0	0	0	0		0 A/N
049-3-188-000 CITY OF BURLINGTON	0	0	0	0		0 A/N
049-3-189-000 HOWARD PLANT POST VFW	0	0	0	0		0 A/N
049-3-190-000 COMMUNITY HEALTH CENTER OF	0	383,800	-383,800	-383,800		-264,822 A/N
Non-tax Count: 32	0	3,555,400	-3,555,400	-3,555,400	0	-2,453,226
044-2-006-000 VERMONT STATE OF, BUILDING	0	0	0	0		0 A/S
044-2-026-000 VERMONT STATE OF, BUILDING	0	0	0	0		0 A/S
044-2-027-000 VERMONT STATE OF, BUILDING	0	0	0	0		0 A/S
044-4-043-000 VERMONT STATE OF	0	0	0	0		0 A/S
State Count: 4	0	0	0	0	0	0
044-2-005-000 CSSL LIMITED PARTNERSHIP	1,455,379	0	1,455,379	1,455,379		1,004,212 A/T
044-2-007-000 PINE STREET APTS. LLC	651,600	0	651,600	651,600		449,604 A/T
044-2-008-000 PINE STREET APTS, LLC	563,800	327,000	236,800	236,800		163,392 A/T
044-2-009-000 STENROOS, GUS J	481,800	305,800	176,000	176,000	121,440	A/T

Tif id: 2

Parcel	Current Ed Value	Base Ed Ed Value	Increment Ed Value	Increment Value	Homestead Exemption	Nonhmstd Curr Exemption Stat
044-2-011-000 28 PINE STREET LLC	244,000	243,100	900	900		621 A/T
044-2-012-000 PEASE, CRAIG	752,000	406,400	345,600	345,600		238,464 A/T
044-2-015-000 MCCARTHY, DENNIS	453,100	193,000	260,100	260,100	128,468	51,001 A/T
044-2-016-000 HARRINGTON, DONALD	540,100	480,200	59,900	59,900		41,331 A/T
044-2-017-000 LIVING STARK LLC	693,600	683,100	10,500	10,500		7,245 A/T
044-2-018-000 POMERLEAU FAMILY PARTNERSH	877,100	419,800	457,300	457,300		315,537 A/T
044-2-021-000 68 PEARL STREET LLC	361,300	300,000	61,300	61,300		42,297 A/T
044-2-023-000 BOVE, RICHARD J	3,985,600	2,742,400	1,243,200	1,243,200		857,808 A/T
044-2-024-000 77-87 PEARL STREET LLC	2,163,300	828,800	1,334,500	1,334,500		920,805 A/T
044-2-025-000 PRECOURT INVESTMENT CO LLC	1,703,600	1,010,500	693,100	693,100		478,239 A/T
044-2-120-000 3 11 1/2 GEORGE STREET LLC	999,700	440,400	559,300	559,300		385,917 A/T
044-2-136-000 HARRINGTON, DONALD	464,200	504,400	-40,200	-40,200		-27,738 A/T
044-2-138-000 HARRINGTON, DONALD	518,300	0	518,300	518,300		357,627 A/T
044-2-139-000 HARRINGTON, DONALD	131,300	0	131,300	131,300		90,597 A/T
044-4-006-000 NICK & MORRISSEY DEVELOPME	9,900,600	6,576,000	3,324,600	3,324,600		2,293,974 A/T
044-4-007-000 SISTERS & BROTHERS INVESTM	1,599,600	1,200,000	399,600	399,600		275,724 A/T
044-4-008-000 SISTERS & BROTHERS INVESTM	1,165,200	825,000	340,200	340,200		234,738 A/T
044-4-009-000 GREGOIRE, SUSAN C	1,145,400	1,160,600	-15,200	-15,200		-10,488 A/T
044-4-010-000 PRELCO INC	1,281,400	1,069,300	212,100	212,100		146,349 A/T
044-4-011-000 ONE CHURCH STREET PARTNERS	5,890,300	3,657,500	2,232,800	2,232,800		1,540,632 A/T
044-4-012-000 TWO CHURCH STREET PROPERTY	1,827,200	2,163,500	-336,300	-336,300	-232,047	A/T
044-4-013-000 12-18 CHURCH STREET LLC	966,100	747,300	218,800	218,800		150,972 A/T
044-4-014-000 REVOCABLE TRUST AGREEMENT	872,300	999,800	-127,500	-127,500		-87,975 A/T
044-4-015-000 PERKINS, CHARLES N	675,600	435,600	240,000	240,000		165,600 A/T
044-4-016-000 HAROLD A. READ TRUST	699,600	439,900	259,700	259,700		179,193 A/T
044-4-017-000 MINDY DOLA, INC.	746,500	548,100	198,400	198,400		136,896 A/T
044-4-018-000 FURST MANAGEMENT VENTURES,	1,010,700	831,000	179,700	179,700		123,993 A/T
044-4-019-000 GRANDVIEW FARM INC	1,735,100	1,099,500	635,600	635,600		438,564 A/T
044-4-020-000 FRANK, JOSEPH E	1,699,100	975,000	724,100	724,100		499,629 A/T
044-4-021-000 FRANK AND BETTY BOUCHETT L	2,819,500	1,932,600	886,900	886,900		611,961 A/T
044-4-022-000 DANA FAMILY SERIES, LLC	1,407,600	850,400	557,200	557,200		384,468 A/T
044-4-023-001 CITY CHURCH STREET MARKETP	151,300	75,600	75,700	75,700		52,233 A/T
044-4-024-000 AGEM PROPERTIES, LLC	3,273,600	2,037,900	1,235,700	1,235,700		852,633 A/T
044-4-029-000 SECOND PENNY LLC	401,200	441,900	-40,700	-40,700		-28,083 A/T
044-4-030-000 PENNY CLUSE REAL ESTATE LL	556,800	251,500	305,300	305,300		210,657 A/T
044-4-031-000 159 CHERRY ST LLC	463,900	189,800	274,100	274,100		189,129 A/T
044-4-032-000 QUINN PROPERTIES LLC	1,372,300	987,000	385,300	385,300		265,857 A/T
044-4-034-000 CHERRY ST LEATHERS, LLC	403,200	283,700	119,500	119,500		82,455 A/T
044-4-035-000 DUCK DOWN THE ALLEYWAY LLC	3,000,700	1,032,000	1,968,700	1,968,700		1,358,403 A/T
044-4-036-000 LAWRENCE LECLAIR INC	1,034,800	826,400	208,400	208,400		143,796 A/T
044-4-036-001 LAWRENCE LECLAIR INC	15,100	11,000	4,100	4,100		2,829 A/T
044-4-037-000 CHASE, DAVID	2,536,300	1,798,300	738,000	738,000		509,220 A/T
044-4-038-000 OVERLAKE PARK LLC	400,200	307,000	93,200	93,200		64,308 A/T
044-4-039-000 187 PEARL ST LLC	1,185,700	755,800	429,900	429,900		296,631 A/T
044-4-040-000 181-185 PEARL STREET LLC	1,210,500	674,900	535,600	535,600		369,564 A/T
044-4-042-000 LUXENTI PROPERTIES, LLC	714,900	506,700	208,200	208,200		143,658 A/T
044-4-079-000 ONION RIVER COOPERATIVE IN	4,956,900	3,150,300	1,806,600	1,806,600		1,246,554 A/T
044-4-080-000 75 SOUTH WINOOSKI AVENUE L	760,300	762,800	-2,500	-2,500		-1,725 A/T
044-4-082-000 TWO CHURCH STREET PROPERTY	581,200	344,800	236,400	236,400		163,116 A/T
044-4-083-000 MISSION 1888 PROPERTIES, L	1,458,000	795,800	662,200	662,200		456,918 A/T

Tif id: 2

Parcel	Current Ed Value	Base Ed Ed Value	Increment Ed Value	Increment Value	Homestead Exemption	Nonhmstd Curr Exemption Stat
044-4-215-000 FOX DEN PROPERTIES LLC	2,326,800	1,091,200	1,235,600	1,235,600		852,564 A/T
044-4-244-000 FRANK AND BETTY BOUCHETT,	25,400	0	25,400	25,400		17,526 A/T
049-1-002-000 HENRY STREET PROPERTIES LL	770,200	408,400	361,800	361,800		249,642 A/T
049-1-004-000 157 SOUTH CHAMPLAIN STREET	3,046,000	67,800	2,978,200	2,978,200		2,054,958 A/T
049-1-005-000 SOUTH RIVER LLC	476,500	325,800	150,700	150,700		103,983 A/T
049-1-024-001 KING STREET HOUSING L P	816,130	931,200	-115,070	-115,070		-79,398 A/T
049-1-024-002 CHAMPLAIN HOUSING TRUST IN	2,571,600	1,682,300	889,300	889,300		613,617 A/T
049-1-039-000 SCHOENBECK, LORILEE	464,400	280,400	184,000	184,000	83,123	43,837 A/T
049-1-040-000 FAVALI, ROBERT J	490,500	269,400	221,100	221,100	152,559	A/T
049-1-041-000 STONE STORE HOLDINGS LLP	449,700	205,600	244,100	244,100		168,429 A/T
049-1-042-000 ROTHWELL, ANNE	161,700	131,900	29,800	29,800		20,562 A/T
049-1-044-000 JOHNSON, ERIC	1,495,600	732,200	763,400	763,400	162,983	363,763 A/T
049-1-067-000 LOYER, CLAIR M	728,800	388,300	340,500	340,500		234,945 A/T
049-1-068-000 35 KING STREET LLC	780,800	690,500	90,300	90,300		62,307 A/T
049-1-070-000 WATERFRONT PLAZA LLC	9,439,700	750,200	8,689,500	8,689,500		5,995,755 A/T
049-1-071-000 S SQUARED O, LLC	605,900	311,300	294,600	294,600	203,274	A/T
049-1-072-000 S SQUARED O, LLC	46,800	79,500	-32,700	-32,700		-22,563 A/T
049-1-073-000 WATERFRONT WINDOWS, LLC	869,500	445,000	424,500	424,500		292,905 A/T
049-1-074-000 DW PROPERTIES, LLC	2,604,300	2,429,700	174,600	174,600		120,474 A/T
049-1-088-000 BOTTOM OF MAIN, LLC	806,100	800,300	5,800	5,800		4,002 A/T
049-1-089-000 RED BRICK REALTY II LLC	508,400	232,800	275,600	275,600		190,164 A/T
049-1-090-000 WW PROPERTIES LLC	637,100	490,300	146,800	146,800		101,292 A/T
049-1-091-000 ANGUS PROPERTY MANAGEMENT	584,400	217,900	366,500	366,500		252,885 A/T
049-1-092-000 PIRATE YETI LLC	856,800	452,500	404,300	404,300		278,967 A/T
049-1-093-000 TP GORDAN, LLC	1,175,600	844,900	330,700	330,700		228,183 A/T
049-1-094-000 MOUNTAHA LLC	1,164,500	750,700	413,800	413,800		285,522 A/T
049-1-098-000 SWB LLC	602,300	289,300	313,000	313,000		215,970 A/T
049-1-099-000 HASAN, ARSHAD	439,700	194,200	245,500	245,500	148,914	20,481 A/T
049-1-100-000 CENTOVALI LTD	572,600	319,600	253,000	253,000		174,570 A/T
049-1-101-000 DOVE & BEAN, LLC	606,600	432,100	174,500	174,500		120,405 A/T
049-1-102-000 76-78 MAIN STREET LLC	663,600	541,100	122,500	122,500		84,525 A/T
049-1-103-000 FURST MANGEMENT VENTURES,	1,134,900	702,100	432,800	432,800		298,632 A/T
049-1-104-000 POINT 2 LLC	549,700	333,300	216,400	216,400		149,316 A/T
049-1-105-000 KHAMNEI, CHRIS	570,000	409,300	160,700	160,700		110,883 A/T
049-1-110-000 CATAMOUNT/VAN NESS, LLC	13,878,200	599,500	13,278,700	13,278,700		9,162,303 A/T
049-1-111-000 WILSUZAN ASSOCIATES INC	2,142,800	1,635,400	507,400	507,400		350,106 A/T
049-1-112-000 WILSUZAN ASSOCIATES INC	638,100	281,000	357,100	357,100		246,399 A/T
049-1-113-000 MSP, LLC	595,700	254,400	341,300	341,300		235,497 A/T
049-1-114-000 MSP, LLC	930,500	414,300	516,200	516,200		356,178 A/T
049-1-115-002 65 CADILLAC LLC	726,900	443,600	283,300	283,300		195,477 A/T
049-1-115-003 DOWN BY THE BEACH LLC	835,900	520,900	315,000	315,000		217,350 A/T
049-1-115-004 ALPHA OMEGA PROPERTIES LLC	872,300	520,900	351,400	351,400		242,466 A/T
049-1-116-000 CROSBY HOUSE LLC	402,200	320,300	81,900	81,900		56,511 A/T
049-1-116-001 GREAT DEVELOPMENTS LLC	774,200	346,900	427,300	427,300		294,837 A/T
049-1-117-000 ORIGINAL INVESTMENTS, LLC	836,700	570,800	265,900	265,900		183,471 A/T
049-1-118-001 31-35 MAIN STREET LLC	579,900	451,300	128,600	128,600		88,734 A/T
049-1-118-002 41-47 MAIN STREET LLC	843,600	392,400	451,200	451,200		311,328 A/T
049-1-119-000 INVESTORS CORP. OF VERMONT	6,405,500	3,840,600	2,564,900	2,564,900		1,769,781 A/T
049-1-127-000 BURLINGTON SAVINGS BANK	639,000	349,300	289,700	289,700		199,893 A/T
049-1-138-001 SDKS HOLDINGS LLC	282,200	220,600	61,600	61,600		42,504 A/T

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Parcel	Current Ed Value	Base Ed Ed Value	Increment Ed Value	Increment Value	Homestead Exemption	Nonhmstd Curr Exemption Stat
049-1-138-002 EIGHTY NINE COLLEGE LLC	365,800	181,000	184,800	184,800		127,512 A/T
049-1-138-003 SDKS HOLDINGS LLC	363,900	242,800	121,100	121,100		83,559 A/T
049-1-139-000 BOX 77 LLC	2,380,400	1,721,500	658,900	658,900		454,641 A/T
049-1-141-000 DW PROPERTIES, LLC	1,859,400	0	1,859,400	1,859,400		1,282,986 A/T
049-2-026-000 1864 HOUSE LLC	476,400	370,800	105,600	105,600		72,864 A/T
049-2-027-000 TROMBLEY, MICHAEL	993,100	720,800	272,300	272,300		187,887 A/T
049-2-030-001 MGD INC	3,632,800	2,587,400	1,045,400	1,045,400		721,326 A/T
049-2-032-000 WHARF LANE HOUSING LP	2,697,300	1,586,900	1,110,400	1,110,400		766,176 A/T
049-2-034-000 COMPLEX ENTERPRISES LLC	1,170,800	435,900	734,900	734,900		507,081 A/T
049-3-005-000 MANSFIELD PROFESSIONAL BLD	2,778,700	1,476,300	1,302,400	1,302,400		898,656 A/T
049-3-006-000 GRANDVIEW FARM INC	589,000	382,300	206,700	206,700		142,623 A/T
049-3-008-000 TD BANK FACILITIES MGMT SE	3,895,100	2,777,600	1,117,500	1,117,500		771,075 A/T
049-3-010-101 SMITH, WILLARD F.	335,900	0	335,900	335,900	231,771	A/T
049-3-010-102 BALADY, JAMES	155,300	0	155,300	155,300		107,157 A/T
049-3-010-103 POPIK, STEVEN	158,500	0	158,500	158,500	109,365	A/T
049-3-010-104 WILLIAMS, JULIE	188,000	0	188,000	188,000	116,748	12,972 A/T
049-3-010-105 FLEURY, KELLIE	166,000	0	166,000	166,000	114,540	A/T
049-3-010-106 GAY, EBENEZER	389,500	0	389,500	389,500	268,755	A/T
049-3-010-107 JCK PROPERTIES LLC	326,000	0	326,000	326,000		224,940 A/T
049-3-010-108 JCK PROPERTIES LLC	324,700	0	324,700	324,700		224,043 A/T
049-3-010-109 CONRAD, JAMES	185,600	0	185,600	185,600	128,064	A/T
049-3-010-201 GIBSON, THADDEUS	336,100	0	336,100	336,100	231,909	A/T
049-3-010-202 MILLER, CHRISTOPHER	221,800	0	221,800	221,800		153,042 A/T
049-3-010-203 NELSON II, JAMES	226,500	0	226,500	226,500	156,285	A/T
049-3-010-204 KONG, SAN	268,500	0	268,500	268,500		185,265 A/T
049-3-010-205 TUPPER, CHERYL A.	166,000	0	166,000	166,000	114,540	A/T
049-3-010-206 MACCORMACK, AMY	366,100	0	366,100	366,100	252,609	A/T
049-3-010-207 BRODERICK, PETER	326,000	0	326,000	326,000		224,940 A/T
049-3-010-208 LANDON, JODY	355,600	0	355,600	355,600	245,364	A/T
049-3-010-209 AMAN, DENNIS	198,700	0	198,700	198,700		137,103 A/T
049-3-010-301 THIRD ACT LLC	361,200	0	361,200	361,200		249,228 A/T
049-3-010-302 POSEY, KERRIE	328,200	0	328,200	328,200	226,458	A/T
049-3-010-303 BRUCE, KENNET	403,100	0	403,100	403,100		278,139 A/T
049-3-010-304 WALKER, GREGORY	281,900	0	281,900	281,900		194,511 A/T
049-3-010-305 KADISH, MARY L.	402,600	0	402,600	402,600		277,794 A/T
049-3-010-306 ALIMONTI, PAOLO	371,000	0	371,000	371,000		255,990 A/T
049-3-010-307 ROTHERMUND, HELENE KYRA	377,400	0	377,400	377,400		260,406 A/T
049-3-010-308 D'HEMECOURT, LIA	198,700	0	198,700	198,700	137,103	A/T
049-3-010-401 ST PAUL PROPERTIES LLC	369,400	0	369,400	369,400		254,886 A/T
049-3-010-402 CONRAD, RYAN	313,500	0	313,500	313,500		216,315 A/T
049-3-010-403 DEGRAY, SARAH E.	435,200	0	435,200	435,200	300,288	A/T
049-3-010-404 POPE, PETER	303,400	0	303,400	303,400		209,346 A/T
049-3-010-405 CHASE, DAVID S.	435,700	0	435,700	435,700		300,633 A/T
049-3-010-406 COFFEY, MICHAEL	281,600	0	281,600	281,600		194,304 A/T
049-3-010-407 MARCHILDON, GERALD L	361,800	0	361,800	361,800	249,642	A/T
049-3-010-408 WATANABE, EUGENE	255,200	0	255,200	255,200		176,088 A/T
049-3-015-000 NORCROSS JR, ARTHUR	598,400	280,900	317,500	317,500		219,075 A/T
049-3-017-000 INVESTORS CORPORATION OF V	8,801,300	7,649,000	1,152,300	1,152,300		795,087 A/T
049-3-028-000 CHAMPLAIN COLLEGE INC.	2,556,000	945,200	1,610,800	1,610,800		1,111,452 A/T
049-3-029-000 162 MAPLE BTV LLC	939,500	400,700	538,800	538,800		371,772 A/T

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Parcel	Current Ed Value	Base Ed Ed Value	Increment Ed Value	Increment Value	Homestead Exemption	Nonhmstd Curr Exemption Stat
049-3-030-000 BUILDINGS AND FOOD LLC	305,100	163,800	141,300	141,300		97,497 A/T
049-3-031-000 BUILDINGS AND FOOD LLC	696,800	337,600	359,200	359,200		247,848 A/T
049-3-032-000 BUILDINGS & FOOD, LLC	520,200	325,700	194,500	194,500		134,205 A/T
049-3-033-000 BUILDINGS & FOOD, LLC	401,300	264,200	137,100	137,100		94,599 A/T
049-3-034-000 211 CHURCH ST LLC	296,200	199,100	97,100	97,100		66,999 A/T
049-3-035-000 205 209 CHURCH STREET LLC	1,339,800	833,400	506,400	506,400		349,416 A/T
049-3-036-000 SMITH, JACOB	439,000	301,200	137,800	137,800		95,082 A/T
049-3-038-000 KEINATH, CHARLES	475,400	230,900	244,500	244,500		168,705 A/T
049-3-039-000 GREILICH, NICHOLAS	295,200	206,300	88,900	88,900		61,341 A/T
049-3-040-000 ANTENSAYE, THOMAS	532,400	313,800	218,600	218,600	62,260	88,574 A/T
049-3-046-000 BROWN, OTHELLA L	309,500	140,900	168,600	168,600	116,334	A/T
049-3-083-000 METROPARK LLC	2,159,900	1,063,100	1,096,800	1,096,800		756,792 A/T
049-3-084-000 CITY OF BURLINGTON	1,059,400	0	1,059,400	1,059,400		730,986 A/T
049-3-096-000 PALLADIUM SHIELD LLC	956,600	627,000	329,600	329,600		227,424 A/T
049-3-097-001 SISTER & BROTHER INVESTMEN	1,875,900	0	1,875,900	1,875,900		1,294,371 A/T
049-3-097-002 BROWNELL HAWLEY BLOCK LLC	1,468,700	0	1,468,700	1,468,700		1,013,403 A/T
049-3-098-000 194 MAIN, LLC	1,804,900	1,656,200	148,700	148,700		102,603 A/T
049-3-099-000 MID-TOWN ASSOCIATES INC	563,100	548,100	15,000	15,000		10,350 A/T
049-3-100-000 MID-TOWN ASSOCIATES INC	494,400	278,600	215,800	215,800		148,902 A/T
049-3-101-000 MIDTOWN ASSOCIATES, INC.	552,400	324,200	228,200	228,200		157,458 A/T
049-3-105-000 JLEV 247 MAIN LLC	900,200	458,800	441,400	441,400		304,566 A/T
049-3-106-000 FOLEY, ROBERT J	767,200	438,200	329,000	329,000		227,010 A/T
049-3-107-000 WINKELDOM LLC	2,058,600	1,590,900	467,700	467,700		322,713 A/T
049-3-109-000 WESCO INC	735,600	556,500	179,100	179,100		123,579 A/T
049-3-110-000 COURTHOUSE PLAZA LLC	720,000	614,000	106,000	106,000		73,140 A/T
049-3-110-003 COURTHOUSE PLAZA LLC	3,018,800	2,548,600	470,200	470,200		324,438 A/T
049-3-110-004 COURTHOUSE PLAZA LLC	6,630,000	7,060,000	-430,000	-430,000		-296,700 A/T
049-3-110-006 COURTHOUSE PLAZA LLC	330,000	278,000	52,000	52,000		35,880 A/T
049-3-112-000 SISTERS & BROTHERS INVESTM	1,164,200	741,800	422,400	422,400		291,456 A/T
049-3-113-000 190 CHURCH STREET LLC	912,800	655,800	257,000	257,000		177,330 A/T
049-3-124-000 GRANDVIEW FARMS, INC	1,254,600	881,600	373,000	373,000		257,370 A/T
049-3-125-000 GRANDVIEW FARM INC	874,700	612,100	262,600	262,600		181,194 A/T
049-3-126-001 90-96 CHURCH STREET LLP	1,944,000	1,690,800	253,200	253,200		174,708 A/T
049-3-126-002 FRANKEL, DEBORAH OSMOND	496,400	398,600	97,800	97,800		67,482 A/T
049-3-126-003 CHURCH WARNER BLOCK, LLC	531,900	483,700	48,200	48,200		33,258 A/T
049-3-126-004 FRANKEL, DEBORAH OSMOND	438,600	251,100	187,500	187,500		129,375 A/T
049-3-126-005 SILVERNAIL, SHELBY	531,900	483,700	48,200	48,200		33,258 A/T
049-3-126-006 JOY, PETER A	365,900	244,500	121,400	121,400		83,766 A/T
049-3-126-007 SOLOMON, LAURA J	340,800	233,400	107,400	107,400	74,106	A/T
049-3-126-008 MITCHELIDES, STAVROS	382,900	252,800	130,100	130,100		89,769 A/T
049-3-127-000 98 CHURCH STREET LLC	541,000	537,600	3,400	3,400		2,346 A/T
049-3-128-000 POMERLEAU FAMILY LLC	706,200	436,100	270,100	270,100		186,369 A/T
049-3-129-000 ST ALBANS SHOPPING CENTER	804,000	466,700	337,300	337,300		232,737 A/T
049-3-130-000 108 CHURCH STREET LLC	616,900	614,200	2,700	2,700		1,863 A/T
049-3-131-000 112 CHURCH STREET, LLC	1,171,500	604,800	566,700	566,700		391,023 A/T
049-3-132-000 GRANDVIEW FARMS INC	1,915,000	1,386,200	528,800	528,800		364,872 A/T
049-3-133-000 KENNEDY BROTHERS INC	1,496,400	1,526,200	-29,800	-29,800		-20,562 A/T
049-3-134-000 GLOBAL INVESTMENT PROPERTI	564,900	432,400	132,500	132,500		91,425 A/T
049-3-135-000 EVEN FLOW, LLC	886,300	618,900	267,400	267,400		184,506 A/T
049-3-136-000 ORMER GROUP LLC	1,099,100	988,400	110,700	110,700		76,383 A/T

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Parcel	Current Ed Value	Base Ed Ed Value	Increment Ed Value	Increment Value	Homestead Exemption	Nonhmstd Curr Exemption Stat

049-3-137-000 GRANDVIEW FARM INC	910,300	758,800	151,500	151,500		104,535 A/T
049-3-138-000 ONE FORTY SIX REALTY, LLC	1,487,700	876,200	611,500	611,500		421,935 A/T
049-3-140-000 PLATINUM SHIELD LLC	1,162,000	959,500	202,500	202,500		139,725 A/T
049-3-141-000 FURST MANAGEMENT VENTURES,	1,166,700	586,800	579,900	579,900		400,131 A/T
049-3-144-000 BRECK HILKER LLC	1,023,900	783,300	240,600	240,600		166,014 A/T
049-3-145-000 STICKS AND BRICKS LLC	1,545,500	1,165,400	380,100	380,100		262,269 A/T
049-3-146-000 203-205 COLLEGE STREET LLC	858,000	558,900	299,100	299,100		206,379 A/T
049-3-147-000 197-201 COLLEGE STREET LLC	881,600	521,900	359,700	359,700		248,193 A/T
049-3-148-000 THE GREAT CEDARS, LLC	4,948,900	3,375,600	1,573,300	1,573,300		1,085,577 A/T
049-3-148-007 THE GREAT CEDARS, LLC	1,914,600	1,501,200	413,400	413,400		285,246 A/T
049-3-149-000 POMERLEAU FAMILY LLC	1,208,300	860,300	348,000	348,000		240,120 A/T
049-3-150-000 GRANDVIEW FARMS INC	1,364,300	863,300	501,000	501,000		345,690 A/T
049-3-152-000 GRANDVIEW FARMS INC	495,600	277,900	217,700	217,700		150,213 A/T
049-3-153-000 ST ALBANS SHOPPING CENTER	223,500	123,900	99,600	99,600		68,724 A/T
049-3-154-000 BROADWAY ENTERPRISES LLC	697,100	552,400	144,700	144,700		99,843 A/T
049-3-155-000 BLOHM, PATRICIA	1,244,100	493,700	750,400	750,400		517,776 A/T
049-3-156-000 SISTERS & BROTHERS INVESTM	947,000	1,273,000	-326,000	-326,000		-224,940 A/T
049-3-157-000 189 BANK STREET LLC	457,400	252,700	204,700	204,700		141,243 A/T
049-3-158-000 TICK TOCK REAL ESTATE LLC	1,044,200	557,400	486,800	486,800		335,892 A/T
049-3-159-000 ONION RIVER COOPERATIVE IN	807,800	786,500	21,300	21,300		14,697 A/T
049-3-162-000 L & M PROPERTIES LLC	1,562,300	1,603,400	-41,100	-41,100		-28,359 A/T
049-3-163-001 COMEAU, ANDREW	280,700	151,100	129,600	129,600		89,424 A/T
049-3-163-002 RACANELLI, CHRIS	433,000	213,400	219,600	219,600		151,524 A/T
049-3-163-003 KAUFMANN, MARK	408,800	209,100	199,700	199,700		137,793 A/T
049-3-163-004 MACINTYRE-PULLING, FLORENC	450,300	210,700	239,600	239,600	165,324	A/T
049-3-163-005 FRANKEL, REMA S	474,100	233,200	240,900	240,900	166,221	A/T
049-3-163-006 GIARD, LOUIS	373,000	198,000	175,000	175,000	120,750	A/T
049-3-163-007 DANIS, HEATHER J	434,600	223,900	210,700	210,700	145,383	A/T
049-3-163-008 VARACCHI, TYLER	416,300	212,100	204,200	204,200		140,898 A/T
049-3-163-009 EWOLDSEN, HANS MARTIN	404,500	213,100	191,400	191,400		132,066 A/T
049-3-163-010 MARTIN, CLIFFORD M.	442,800	225,800	217,000	217,000	149,730	A/T
049-3-163-011 CHARLEBOIS, MARY	435,900	223,500	212,400	212,400		146,556 A/T
049-3-163-012 RAMON, TIMOTHY	417,300	221,100	196,200	196,200	135,378	A/T
049-3-163-013 BURLINGTON STOREFRONT, LLC	366,600	0	366,600	366,600		252,954 A/T
049-3-163-014 230 COLLEGE STREET UNIT 14	360,700	203,600	157,100	157,100		108,399 A/T
049-3-164-000 SISTERS & BROTHERS INVESTM	2,642,100	969,200	1,672,900	1,672,900		1,154,301 A/T
049-3-165-000 SISTERS & BROTHERS INVESTM	1,109,000	963,600	145,400	145,400		100,326 A/T
049-3-166-000 TWO O'BRIENS PROPERTIES, L	354,300	259,100	95,200	95,200		65,688 A/T
049-3-167-000 O'BRIEN, WILLIAM	2,735,700	1,542,100	1,193,600	1,193,600		823,584 A/T
049-3-168-000 GIRI BURLINGTON PORPERTY,	3,453,600	0	3,453,600	3,453,600		2,382,984 A/T
049-3-183-000 QUEEN CITY PARTNERS, LLC	3,432,500	1,959,900	1,472,600	1,472,600		1,016,094 A/T
049-3-185-000 HANDY, JOAN	917,200	625,600	291,600	291,600		201,204 A/T
049-3-211-000 CITY CHURCH STREET MARKETP	89,600	0	89,600	89,600		61,824 A/T

Active Count: 247	288,787,409	164,472,300	124,315,109	124,315,109	4,787,641	80,989,785
049-3-041-000 CITY DPW	0	0	0	0		0 I/N
049-3-027-000 CHAMPLAIN COLLEGE INCORPOR	0	0	0	0		0 I/T
049-3-097-000 BROWNELL HAWELY BLOCK	0	1,213,900	-1,213,900	-1,213,900		-837,591 I/T
049-3-210-000 CATAMOUNT VAN NESS LLC	0	765,000	-765,000	-765,000		-527,850 I/T

Inactive Count: 5	0	1,978,900	-1,978,900	-1,978,900	0	-1,365,441

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TIF Totals

Active Parcels	247
Inactive Parcels	5
State Parcels	4
Non-Tax Parcels	32

Current Ed Value (+)	288,787,409
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Muni./Ed. Current Value Difference	536,891
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Note: This is caused by special exemptions and other "Ed. exemptions" not used for municipal taxable valuation purposes.

Base Ed Value (-)	170,006,600
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Gross Ed Increment Value (=)	118,780,809
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Net Ed Increment	118,780,809
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Homestead 69% Exemption Value	4,787,641
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Nonhmstd 69% Exemption Value	77,171,118
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Homestead 31% Taxable Value	2,150,970
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Nonhmstd 31% Taxable Value	34,671,080
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Parcel	Increment Value	Total Tax Billed	Municipal Proceeds	Homestead Proceeds	Nonhmstd Proceeds	Total Proceeds	Amount Due to State

038-2-006-000 CITY OF BURLINGTON	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-001-000 CITY DPW PARKS REC DEPT	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-002-000 UNITED STATES OF AMERICA	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-004-000 CITY DPW WATER/WASTEWATER	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-004-001 BURLINGTON ELECTRIC DEPART	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-007-000 CITY OF BURLINGTON	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-007-503 CITY OF BURLINGTON, (OWNER	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-007-505 LAKE CHAMPLAIN COMMUNITY,	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-014-002 CITY DPW	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-014-003 CITY TREASURER	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-028-000 CITY DPW PARKS REC DEPT	0	0.00	0.00	0.00	0.00	0.00	0.00
044-4-243-000 CITY OF BURLINGTON	0	0.00	0.00	0.00	0.00	0.00	0.00
049-1-084-000 LAKE CHAMPLAIN BASIN SCIEN	0	0.00	0.00	0.00	0.00	0.00	0.00
049-1-085-000 CITY OF BURLINGTON	0	0.00	0.00	0.00	0.00	0.00	0.00
049-1-144-001 CITY DPW	0	0.00	0.00	0.00	0.00	0.00	0.00

Non-tax Count 15	0	0.00	0.00	0.00	0.00	0.00	0.00

049-1-080-009 VERMONT STATE OF, AGENCY O	0	0.00	0.00	0.00	0.00	0.00	0.00

State Count 1	0	0.00	0.00	0.00	0.00	0.00	0.00

043-3-208-000 WATERFRONT HOUSING LP, (LE	0	1,731.92	0.00	0.00	0.00	0.00	0.00
043-3-208-001 WATERSIDE APARTMENTS LP	2,079,020	74,108.32	17,011.77	0.00	30,334.98	47,346.75	0.00
Municipal Increment	2,259,800						
043-4-003-000 BURLINGTON HARBOR MARINA L	0	17,405.41	0.00	0.00	0.00	0.00	0.00
043-4-009-001 CARPENTER, ANN B	102,300	7,070.56	770.11	1,481.82	0.00	2,251.93	0.00
043-4-009-002 ELLMS, NORMAN	103,300	7,179.80	777.64	0.00	1,507.25	2,284.89	0.00
043-4-009-003 MCGEE, DAVID	103,300	6,509.76	777.64	1,496.30	0.00	2,273.94	0.00
043-4-009-004 QUITTNER, KATHERINE	103,300	7,179.80	777.64	0.00	1,507.25	2,284.89	0.00
043-4-009-005 KHANG-GHONGMA, TENZIN	98,300	7,104.60	740.00	0.00	1,434.30	2,174.30	0.00
043-4-009-006 REPNIKOVA, TATIANA	98,300	7,456.32	740.00	0.00	1,434.30	2,174.30	0.00
043-4-009-007 SANTACROCE, KRISTINE	103,300	7,179.80	777.64	0.00	1,507.25	2,284.89	0.00
043-4-009-008 JAGER, ELI	103,300	7,179.80	777.64	0.00	1,507.25	2,284.89	0.00
043-4-009-009 BRODMANN, DOROTHY	103,300	7,179.80	777.64	0.00	1,507.25	2,284.89	0.00
043-4-009-010 DUFRESNE, JANET H	98,300	7,420.56	740.00	1,423.88	0.00	2,163.88	0.00
043-4-009-011 RIMASH, TAMARA	98,300	7,456.32	740.00	0.00	1,434.30	2,174.30	0.00
043-4-009-012 SAND, ROBERT	103,300	7,635.48	777.64	0.00	1,507.25	2,284.89	0.00
043-4-009-013 CUNNINGHAM, GRACE G.	103,300	7,179.80	777.64	0.00	1,507.25	2,284.89	0.00
043-4-009-014 EICHHORN, WILLIAM J	103,300	6,430.00	777.64	1,496.30	0.00	2,273.94	0.00
043-4-009-015 PENTHOUSE 216 LLC	117,300	7,979.68	883.03	1,699.09	0.00	2,582.12	0.00
043-4-010-001 GRANT, MELVIN L	80,400	20,126.08	605.25	0.00	1,173.12	1,778.37	0.00
043-4-010-002 JALILI, ALI	568,600	20,782.44	4,280.42	8,236.17	0.00	12,516.59	0.00
043-4-010-003 LEE, CHRISTOPHER J.	570,400	19,303.20	4,293.97	8,262.24	0.00	12,556.21	0.00
043-4-010-004 HILL, JOHN	570,400	19,396.12	4,293.97	0.00	8,322.71	12,616.68	0.00
043-4-010-005 MALHORTA, AJAI K.	561,100	19,205.92	4,223.96	0.00	8,187.01	12,410.97	0.00
043-4-010-006 BECHTEL, HENRY	374,100	19,708.24	2,816.22	5,418.84	0.00	8,235.06	0.00
043-4-010-007 OLIVETTI, CARYN B	368,300	19,078.64	2,772.56	5,334.83	0.00	8,107.39	0.00
043-4-010-008 THE WILLIAM A. BARTINOSKI	369,300	19,205.92	2,780.09	0.00	5,388.46	8,168.55	0.00
043-4-010-009 PRENTKI, GERALD E.	369,300	19,113.88	2,780.09	5,349.31	0.00	8,129.40	0.00

Parcel	Increment Value	Total Tax Billed	Municipal Proceeds	Homestead Proceeds	Nonhmstd Proceeds	Total Proceeds	Amount Due to State
043-4-010-010 MCCAULEY, PATRICK	385,100	19,499.08	2,899.03	5,578.17	0.00	8,477.20	0.00
043-4-010-011 BARNES, KELLY	609,600	20,571.12	4,589.07	8,830.06	0.00	13,419.13	0.00
043-4-010-012 BROWN, CAROL	617,400	20,976.16	4,647.79	8,943.04	0.00	13,590.83	0.00
043-4-010-013 ORTELERE, BRIAN T.	610,600	20,698.96	4,596.60	0.00	8,909.26	13,505.86	0.00
043-4-010-014 DIANE L ABARE REVOCABLE TR	695,800	21,121.48	5,237.98	10,078.66	0.00	15,316.64	0.00
043-4-010-015 DAY, JOHN	665,000	21,232.00	5,006.12	0.00	9,703.02	14,709.14	0.00
043-4-010-016 LOUIS A SLANINA TRUST	698,000	21,951.36	5,254.54	10,110.53	0.00	15,365.07	0.00
044-2-001-000 LAKE AND COLLEGE LLC	769,600	31,251.91	5,793.55	0.00	11,229.23	17,022.78	0.00
044-2-002-000 HAIGH MILL ASSOCIATES	248,200	53,344.38	1,868.45	0.00	3,621.49	5,489.94	0.00
044-2-003-000 LAKE STREET ASSOCIATES INC	-31,400	55,098.43	-236.38	0.00	-458.16	-694.54	0.00
044-2-014-001 DEVONWOOD CHERRY STREET AS	8,023,400	176,952.00	60,400.16	0.00	117,069.43	177,469.59	0.00
044-2-014-004 BURLINGTON COMMUNITY DEVL	0	20,227.80	0.00	0.00	0.00	0.00	0.00
044-2-145-001 WESTLAKE PARKING LLC	129,700	4,350.81	976.38	0.00	1,892.45	2,868.83	0.00
044-2-145-201 ASHLEY, REBECCA	450,700	14,704.68	3,392.87	0.00	6,576.16	9,969.03	0.00
044-2-145-202 WILSON, CAROLYN	439,100	13,194.56	3,305.54	6,360.36	0.00	9,665.90	0.00
044-2-145-203 CUMMINGS, BROOKS	499,300	13,736.08	3,758.73	7,232.36	0.00	10,991.09	0.00
044-2-145-204 SULLIVAN, KATHERINE M.	573,300	14,363.48	4,315.80	8,304.25	0.00	12,620.05	0.00
044-2-145-301 RIGOL, GRETCHEN	568,800	14,389.88	4,281.93	8,239.07	0.00	12,521.00	0.00
044-2-145-302 DALTON, JR., HEBERT	554,900	13,704.92	4,177.29	0.00	8,096.55	12,273.84	0.00
044-2-145-303 BERKOWITZ, JEFFREY	473,500	13,989.24	3,564.51	6,858.65	0.00	10,423.16	0.00
044-2-145-304 ZISKIE, DAVID	519,100	14,432.64	3,907.78	0.00	7,574.19	11,481.97	0.00
044-2-145-401 BURROW, ROBERT	542,100	16,168.96	4,080.93	0.00	7,909.78	11,990.71	0.00
044-2-145-402 SMITH III, BENJAMIN THORP	527,800	15,873.56	3,973.28	7,645.18	0.00	11,618.46	0.00
044-2-145-403 STONE, KATHARINE	546,800	14,960.04	4,116.31	7,920.40	0.00	12,036.71	0.00
044-2-145-404 KRINSKY, TERRY	557,600	15,387.08	4,197.61	8,076.84	0.00	12,274.45	0.00
044-2-145-501 COHEN, ELLEN	598,500	16,322.64	4,505.51	8,669.27	0.00	13,174.78	0.00
044-2-145-502 DC PROPERTIES LLC	386,500	15,580.80	2,909.57	5,598.45	0.00	8,508.02	0.00
044-2-145-503 KAPLAN, JILL S.	568,300	15,646.96	4,278.16	0.00	8,292.07	12,570.23	0.00
044-2-145-504 HUBBELL, RICHARD N	637,900	16,291.80	4,802.11	9,239.98	0.00	14,042.09	0.00
044-2-145-601 CHURCH, NED	619,300	18,735.24	4,662.09	8,970.56	0.00	13,632.65	0.00
044-2-145-602 PICCHI, NANCY	415,900	17,549.20	3,130.90	0.00	6,068.40	9,199.30	0.00
044-2-145-603 JONATHAN J. HEATON REVOCAB	602,700	17,561.96	4,537.13	8,730.11	0.00	13,267.24	0.00
044-2-145-604 BOLANIS, ANDREW	681,900	18,217.96	5,133.34	9,877.32	0.00	15,010.66	0.00
044-2-145-701 HENDERSON, THOMAS E.	652,200	18,094.68	4,909.76	9,447.12	0.00	14,356.88	0.00
044-2-145-702 THROOP, DANIEL	618,900	18,557.84	4,659.08	0.00	9,030.37	13,689.45	0.00
044-2-145-703 LAMASTER, THOMAS L.	427,100	17,646.52	3,215.21	0.00	6,231.82	9,447.03	0.00
044-2-145-704 CHANDLER, CAROLYN	714,900	18,305.68	5,381.77	0.00	10,431.11	15,812.88	0.00
044-2-145-801 RUESCHER, CYNTHIA	694,800	19,397.84	5,230.45	10,064.18	0.00	15,294.63	0.00
044-2-145-802 REINKER, JOHN	683,100	18,279.12	5,142.38	0.00	9,967.11	15,109.49	0.00
044-2-145-803 STARR, ROBERT	468,200	18,019.84	3,524.61	6,781.88	0.00	10,306.49	0.00
044-2-145-804 LAWRENCE, BRADLEY M	732,600	18,614.20	5,515.01	10,611.71	0.00	16,126.72	0.00
044-2-145-901 RUSSELL, GEORGE	1,999,700	40,831.92	15,053.74	28,965.65	0.00	44,019.39	0.00
044-2-145-904 DOUSEVICZ, CAROL	1,092,200	28,487.04	8,222.08	0.00	15,936.29	24,158.37	0.00
044-2-146-000 BURLINGTON HARBOR HOTEL GP	16,268,700	348,509.17	122,470.77	0.00	237,376.60	359,847.37	0.00
044-2-147-000 CITY TREASURER	0	18,911.73	0.00	0.00	0.00	0.00	0.00
044-2-147-001 41 CHERRY STREET LLC	0	321,645.63	0.00	0.00	0.00	0.00	0.00
044-4-004-000 DEVONWOOD HOTEL ASSOCIATES	2,593,600	45,102.84	19,524.62	0.00	37,843.22	57,367.84	0.00
044-4-004-001 BTC MALL ASSOCIATES RETAI	1,317,100	131,198.84	9,915.13	0.00	19,217.81	29,132.94	0.00
044-4-005-000 BIGGER BOAT LLC	1,836,400	154,711.32	13,824.42	0.00	26,794.91	40,619.33	0.00
044-4-033-000 CITYPLACE PARTNERS, LLC	0	242,649.83	0.00	0.00	0.00	0.00	0.00

Tif id: 1

Parcel	Increment Value	Total Tax Billed	Municipal Proceeds	Homestead Proceeds	Nonhmstd Proceeds	Total Proceeds	Amount Due to State

049-1-075-000 STONE STORE HOLDINGS LLC	612,700	80,305.21	4,612.41	0.00	8,939.91	13,552.32	0.00
049-1-076-000 BURLINGTON WATERFRONT SOUT	454,600	29,374.01	3,422.23	0.00	6,633.07	10,055.30	0.00
049-1-078-000 LAKE CHAMPLAIN TRANSPORTAT	2,033,900	106,825.90	15,311.20	0.00	29,676.63	44,987.83	0.00
049-1-079-000 TARWOOD N V	689,200	40,581.72	5,188.30	0.00	10,056.12	15,244.42	0.00
049-1-080-000 MAIN STREET LANDING CO	3,558,000	107,122.29	26,784.62	0.00	51,914.78	78,699.40	0.00
049-1-080-001 GRAFTON CAPITAL LLC	270,000	7,940.72	2,032.56	0.00	3,939.57	5,972.13	0.00
049-1-080-002 LAWRENCE, JOHANNA	167,000	5,133.80	1,257.18	0.00	2,436.70	3,693.88	0.00
049-1-080-003 ALLYN, LAURA E.	167,000	5,109.20	1,257.18	2,419.00	0.00	3,676.18	0.00
049-1-080-004 BLANCHARD, ZACHARY	265,000	7,299.48	1,994.92	3,838.52	0.00	5,833.44	0.00
049-1-080-005 MAIN STREET LANDING CO.	471,500	11,406.76	3,549.45	0.00	6,879.66	10,429.11	0.00
049-1-080-006 DAVIS, J STAIGE	466,600	10,895.80	3,512.56	0.00	6,808.16	10,320.72	0.00
049-1-080-007 JUDITH W. OCONNEL REV TRUS	459,800	14,700.28	3,461.37	0.00	6,708.94	10,170.31	0.00
049-1-080-008 MAIN STREET LANDING COMPAN	474,000	12,864.40	3,568.27	0.00	6,916.13	10,484.40	0.00
049-1-081-000 CORNELL MAIN STREET LP	235,400	37,666.44	1,772.09	0.00	3,434.72	5,206.81	0.00
049-1-082-000 BURLINGTON WATERFRONT NORT	501,100	27,715.07	3,772.28	0.00	7,311.55	11,083.83	0.00
049-1-086-000 LAKE AND COLLEGE LLC	7,151,000	188,164.10	53,832.73	0.00	104,340.24	158,172.97	0.00

Active Count 93	79,714,720	3347,464.56	601,453.26	267,590.10	893,569.22	1762,612.58	0.00
043-4-007-001 Unknown		0.00	0.00			0.00	
043-4-007-002 Unknown		0.00	0.00			0.00	
043-4-011-000 Unknown		0.00	0.00			0.00	
044-2-145-000 Unknown		0.00	0.00			0.00	
038-2-001-000 CITY OF BURLINGTON	0	0.00	0.00	0.00	0.00	0.00	0.00
043-3-186-999 TIF VIODED CITY PROPERTY	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-005-000 BED (CITY) ELECTRIC	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-145-902 RUSSELL REVOCABLE TRUST	0	0.00	0.00	0.00	0.00	0.00	0.00

Inctive Count 8	0	0.00	0.00	0.00	0.00	0.00	0.00

01/16/2024

Burlington 23-24 As Billed Grand List

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02:55 pm

Tif Proceeds Report

jdorman

Tif id: 1

Total TIF 1 Increments	79,714,720
Municipal Rate (per 100):	0.7528
Homestead Rate (per 100):	1.4485
Nonhomestead Rate (per 100):	1.4591
Total Tax Billed in TIF 1	3,347,464.56
Municipal Tax Billed in TIF 1	1,567,581.87
Homestead Tax Billed in TIF 1	284,439.06
Nonhmstd Tax Billed in TIF 1	1,495,443.63
Municipal Proceeds (100%) TIF 1	601,453.26
General Fund (25%) TIF 1	150,363.32
TIF Increment (75%) TIF 1	451,089.94
Homestead Education Proceeds TIF 1	267,590.10
Nonhomestead Education Proceeds TIF 1	893,569.22
Total Proceeds TIF 1	1,762,612.58
Amount due to State for Education in TIF 1	0.00

Parcel	Increment Value	Total Tax Billed	Municipal Proceeds	Homestead Proceeds	Nonhmstd Proceeds	Total Proceeds	Amount Due to State

038-2-006-000 CITY OF BURLINGTON	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-001-000 CITY DPW PARKS REC DEPT	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-002-000 UNITED STATES OF AMERICA	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-004-000 CITY DPW WATER/WASTEWATER	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-004-001 BURLINGTON ELECTRIC DEPART	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-007-000 CITY OF BURLINGTON	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-007-503 CITY OF BURLINGTON, (OWNER	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-007-505 LAKE CHAMPLAIN COMMUNITY,	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-014-002 CITY DPW	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-014-003 CITY TREASURER	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-028-000 CITY DPW PARKS REC DEPT	0	0.00	0.00	0.00	0.00	0.00	0.00
044-4-243-000 CITY OF BURLINGTON	0	0.00	0.00	0.00	0.00	0.00	0.00
049-1-084-000 LAKE CHAMPLAIN BASIN SCIEN	0	0.00	0.00	0.00	0.00	0.00	0.00
049-1-085-000 CITY OF BURLINGTON	0	0.00	0.00	0.00	0.00	0.00	0.00
049-1-144-001 CITY DPW	0	0.00	0.00	0.00	0.00	0.00	0.00

Non-tax Count 15	0	0.00	0.00	0.00	0.00	0.00	0.00

049-1-080-009 VERMONT STATE OF, AGENCY O	0	0.00	0.00	0.00	0.00	0.00	0.00

State Count 1	0	0.00	0.00	0.00	0.00	0.00	0.00

043-3-208-000 WATERFRONT HOUSING LP, (LE	78,300	1,731.92	589.44	0.00	856.86	1,446.30	285.62
043-3-208-001 WATERSIDE APARTMENTS LP	1,175,112	74,108.32	9,615.51	0.00	12,859.54	22,475.05	4,286.51
Municipal Increment	1,277,300						
043-4-003-000 BURLINGTON HARBOR MARINA L	786,900	17,405.41	5,923.78	0.00	8,611.24	14,535.02	2,870.41
043-4-009-001 CARPENTER, ANN B	142,900	7,070.56	1,075.75	1,552.43	0.00	2,628.18	517.48
043-4-009-002 ELLMS, NORMAN	146,300	7,179.80	1,101.35	0.00	1,601.00	2,702.35	533.67
043-4-009-003 MCGEE, DAVID	111,700	6,509.76	840.88	1,213.48	0.00	2,054.36	404.49
043-4-009-004 QUITTNER, KATHERINE	146,300	7,179.80	1,101.35	0.00	1,601.00	2,702.35	533.67
043-4-009-005 KHANG-GHONGMA, TENZIN	142,900	7,104.60	1,075.75	0.00	1,563.79	2,639.54	521.26
043-4-009-006 REPNIKOVA, TATIANA	158,800	7,456.32	1,195.45	0.00	1,737.79	2,933.24	579.26
043-4-009-007 SANTACROCE, KRISTINE	146,300	7,179.80	1,101.35	0.00	1,601.00	2,702.35	533.67
043-4-009-008 JAGER, ELI	146,300	7,179.80	1,101.35	0.00	1,601.00	2,702.35	533.67
043-4-009-009 BRODMANN, DOROTHY	146,300	7,179.80	1,101.35	0.00	1,601.00	2,702.35	533.67
043-4-009-010 DUFRESNE, JANET H	158,800	7,420.56	1,195.45	1,725.16	0.00	2,920.61	575.05
043-4-009-011 RIMASH, TAMARA	158,800	7,456.32	1,195.45	0.00	1,737.79	2,933.24	579.26
043-4-009-012 SAND, ROBERT	166,900	7,635.48	1,256.42	0.00	1,826.43	3,082.85	608.81
043-4-009-013 CUNNINGHAM, GRACE G.	146,300	7,179.80	1,101.35	0.00	1,601.00	2,702.35	533.67
043-4-009-014 EICHHORN, WILLIAM J	113,800	6,430.00	856.69	1,236.29	0.00	2,092.98	412.10
043-4-009-015 PENTHOUSE 216 LLC	155,200	7,979.68	1,168.35	1,686.05	0.00	2,854.40	562.02
043-4-010-001 GRANT, MELVIN L	339,500	20,126.08	2,555.76	0.00	3,715.23	6,270.99	1,238.41
043-4-010-002 JALILI, ALI	375,500	20,782.44	2,826.76	4,079.34	0.00	6,906.10	1,359.78
043-4-010-003 LEE, CHRISTOPHER J.	306,500	19,303.20	2,307.33	3,329.74	0.00	5,637.07	1,109.91
043-4-010-004 HILL, JOHN	306,500	19,396.12	2,307.33	0.00	3,354.11	5,661.44	1,118.04
043-4-010-005 MALHORTA, AJAI K.	307,200	19,205.92	2,312.60	0.00	3,361.77	5,674.37	1,120.59
043-4-010-006 BECHTEL, HENRY	329,400	19,708.24	2,479.72	3,578.52	0.00	6,058.24	1,192.84
043-4-010-007 OLIVETTI, CARYN B	306,600	19,078.64	2,308.08	3,330.83	0.00	5,638.91	1,110.28
043-4-010-008 THE WILLIAM A. BARTINOSKI	307,200	19,205.92	2,312.60	0.00	3,361.77	5,674.37	1,120.59
043-4-010-009 PRENTKI, GERALD E.	307,200	19,113.88	2,312.60	3,337.34	0.00	5,649.94	1,112.45

Parcel	Increment Value	Total Tax Billed	Municipal Proceeds	Homestead Proceeds	Nonhmstd Proceeds	Total Proceeds	Amount Due to State
043-4-010-010 MCCAULEY, PATRICK	308,900	19,499.08	2,325.40	3,355.81	0.00	5,681.21	1,118.60
043-4-010-011 BARNES, KELLY	324,900	20,571.12	2,445.85	3,529.63	0.00	5,975.48	1,176.54
043-4-010-012 BROWN, CAROL	335,500	20,976.16	2,525.64	3,644.79	0.00	6,170.43	1,214.93
043-4-010-013 ORTELERE, BRIAN T.	325,200	20,698.96	2,448.11	0.00	3,558.74	6,006.85	1,186.25
043-4-010-014 DIANE L ABARE REVOCABLE TR	263,700	21,121.48	1,985.13	2,864.77	0.00	4,849.90	954.92
043-4-010-015 DAY, JOHN	294,900	21,232.00	2,220.01	0.00	3,227.16	5,447.17	1,075.72
043-4-010-016 LOUIS A SLANINA TRUST	299,200	21,951.36	2,252.38	3,250.43	0.00	5,502.81	1,083.48
044-2-001-000 LAKE AND COLLEGE LLC	-162,400	31,251.91	-1,222.55	0.00	-1,777.18	-2,999.73	-592.39
044-2-002-000 HAIGH MILL ASSOCIATES	397,600	53,344.38	2,993.13	0.00	4,351.04	7,344.17	1,450.35
044-2-003-000 LAKE STREET ASSOCIATES INC	778,600	55,098.43	5,861.30	0.00	8,520.41	14,381.71	2,840.14
044-2-014-001 DEVONWOOD CHERRY STREET AS	-3,123,400	176,952.00	-23,512.96	0.00	-34,180.15	-57,693.11	-11,393.38
044-2-014-004 BURLINGTON COMMUNITY DEVL	914,500	20,227.80	6,884.36	0.00	10,007.60	16,891.96	3,335.87
044-2-145-001 WESTLAKE PARKING LLC	67,000	4,350.81	504.38	0.00	733.20	1,237.58	244.40
044-2-145-201 ASHLEY, REBECCA	214,100	14,704.68	1,611.74	0.00	2,342.95	3,954.69	780.98
044-2-145-202 WILSON, CAROLYN	160,300	13,194.56	1,206.74	1,741.46	0.00	2,948.20	580.49
044-2-145-203 CUMMINGS, BROOKS	124,700	13,736.08	938.74	1,354.71	0.00	2,293.45	451.57
044-2-145-204 SULLIVAN, KATHERINE M.	79,200	14,363.48	596.22	860.41	0.00	1,456.63	286.80
044-2-145-301 RIGOL, GRETCHEN	84,900	14,389.88	639.13	922.33	0.00	1,561.46	307.44
044-2-145-302 DALTON, JR., HEBERT	64,700	13,704.92	487.06	0.00	708.03	1,195.09	236.01
044-2-145-303 BERKOWITZ, JEFFREY	162,000	13,989.24	1,219.54	1,759.93	0.00	2,979.47	586.64
044-2-145-304 ZISKIE, DAVID	133,400	14,432.64	1,004.24	0.00	1,459.83	2,464.07	486.61
044-2-145-401 BURROW, ROBERT	188,900	16,168.96	1,422.04	0.00	2,067.18	3,489.22	689.06
044-2-145-402 SMITH III, BENJAMIN THORP	193,300	15,873.56	1,455.16	2,099.96	0.00	3,555.12	699.99
044-2-145-403 STONE, KATHARINE	132,800	14,960.04	999.72	1,442.71	0.00	2,442.43	480.90
044-2-145-404 KRINSKY, TERRY	141,400	15,387.08	1,064.46	1,536.13	0.00	2,600.59	512.04
044-2-145-501 COHEN, ELLEN	143,000	16,322.64	1,076.50	1,553.52	0.00	2,630.02	517.84
044-2-145-502 DC PROPERTIES LLC	321,300	15,580.80	2,418.75	3,490.52	0.00	5,909.27	1,163.51
044-2-145-503 KAPLAN, JILL S.	139,100	15,646.96	1,047.14	0.00	1,522.21	2,569.35	507.40
044-2-145-504 HUBBELL, RICHARD N	102,200	16,291.80	769.36	1,110.28	0.00	1,879.64	370.09
044-2-145-601 CHURCH, NED	231,800	18,735.24	1,744.99	2,518.22	0.00	4,263.21	839.41
044-2-145-602 PICCHI, NANCY	377,500	17,549.20	2,841.82	0.00	4,131.08	6,972.90	1,377.03
044-2-145-603 JONATHAN J. HEATON REVOCAB	195,100	17,561.96	1,468.71	2,119.52	0.00	3,588.23	706.51
044-2-145-604 BOLANIS, ANDREW	145,700	18,217.96	1,096.83	1,582.85	0.00	2,679.68	527.62
044-2-145-701 HENDERSON, THOMAS E.	169,800	18,094.68	1,278.25	1,844.66	0.00	3,122.91	614.89
044-2-145-702 THROOP, DANIEL	220,100	18,557.84	1,656.91	0.00	2,408.61	4,065.52	802.87
044-2-145-703 LAMASTER, THOMAS L.	370,700	17,646.52	2,790.63	0.00	4,056.66	6,847.29	1,352.22
044-2-145-704 CHANDLER, CAROLYN	112,700	18,305.68	848.41	0.00	1,233.30	2,081.71	411.10
044-2-145-801 RUESCHER, CYNTHIA	186,400	19,397.84	1,403.22	2,025.00	0.00	3,428.22	675.00
044-2-145-802 REINKER, JOHN	143,300	18,279.12	1,078.76	0.00	1,568.17	2,646.93	522.72
044-2-145-803 STARR, ROBERT	350,400	18,019.84	2,637.81	3,806.66	0.00	6,444.47	1,268.89
044-2-145-804 LAWRENCE, BRADLEY M	113,000	18,614.20	850.66	1,227.60	0.00	2,078.26	409.20
044-2-145-901 RUSSELL, GEORGE	-144,800	40,831.92	-1,090.05	-1,573.07	0.00	-2,663.12	-524.36
044-2-145-904 DOUSEVICZ, CAROL	195,700	28,487.04	1,473.23	0.00	2,141.59	3,614.82	713.86
044-2-146-000 BURLINGTON HARBOR HOTEL GP	-512,600	348,509.17	-3,858.85	0.00	-7,479.35	-11,338.20	0.00
044-2-147-000 CITY TREASURER	855,000	18,911.73	6,436.44	0.00	9,356.48	15,792.92	3,118.83
044-2-147-001 41 CHERRY STREET LLC	14,541,600	321,645.63	109,469.16	0.00	212,176.49	321,645.65	0.00
044-4-004-000 DEVONWOOD HOTEL ASSOCIATES	-18,798,800	45,102.84	-141,517.37	0.00	-205,719.97	-347,237.34	-68,573.32
044-4-004-001 BTC MALL ASSOCIATES RETAI	1,814,400	131,198.84	13,658.80	0.00	19,855.43	33,514.23	6,618.48
044-4-005-000 BIGGER BOAT LLC	3,557,300	154,711.32	26,779.35	0.00	38,928.42	65,707.77	12,976.14
044-4-033-000 CITYPLACE PARTNERS, LLC	10,970,200	242,649.83	82,583.67	0.00	120,049.64	202,633.31	40,016.55

Parcel	Increment Value	Total Tax Billed	Municipal Proceeds	Homestead Proceeds	Nonhmstd Proceeds	Total Proceeds	Amount Due to State

049-1-075-000 STONE STORE HOLDINGS LLC	492,500	80,305.21	3,707.54	0.00	5,389.55	9,097.09	1,796.52
049-1-076-000 BURLINGTON WATERFRONT SOUT	476,700	29,374.01	3,588.60	0.00	5,216.65	8,805.25	1,738.88
049-1-078-000 LAKE CHAMPLAIN TRANSPORTAT	1,013,200	106,825.90	7,627.37	0.00	11,087.70	18,715.07	3,695.90
049-1-079-000 TARWOOD N V	279,100	40,581.72	2,101.06	0.00	3,054.26	5,155.32	1,018.09
049-1-080-000 MAIN STREET LANDING CO	-1,015,200	107,122.29	-7,642.43	0.00	-11,109.59	-18,752.02	-3,703.20
049-1-080-001 GRAFTON CAPITAL LLC	89,000	7,940.72	669.99	0.00	973.95	1,643.94	324.65
049-1-080-002 LAWRENCE, JOHANNA	65,100	5,133.80	490.07	0.00	712.41	1,202.48	237.47
049-1-080-003 ALLYN, LAURA E.	65,100	5,109.20	490.07	707.23	0.00	1,197.30	235.74
049-1-080-004 BLANCHARD, ZACHARY	66,600	7,299.48	501.36	723.53	0.00	1,224.89	241.18
049-1-080-005 MAIN STREET LANDING CO.	44,200	11,406.76	332.74	0.00	483.69	816.43	161.23
049-1-080-006 DAVIS, J STAIGE	26,000	10,895.80	195.73	0.00	284.52	480.25	94.84
049-1-080-007 JUDITH W. OCONNEL REV TRUS	204,800	14,700.28	1,541.73	0.00	2,241.18	3,782.91	747.06
049-1-080-008 MAIN STREET LANDING COMPAN	107,600	12,864.40	810.01	0.00	1,177.49	1,987.50	392.50
049-1-081-000 CORNELL MAIN STREET LP	622,100	37,666.44	4,683.17	0.00	6,807.80	11,490.97	2,269.27
049-1-082-000 BURLINGTON WATERFRONT NORT	329,600	27,715.07	2,481.23	0.00	3,606.90	6,088.13	1,202.30
049-1-086-000 LAKE AND COLLEGE LLC	752,400	188,164.10	5,664.07	0.00	8,233.70	13,897.77	2,744.57

Active Count 93	29,236,312	3347,464.56	220,860.21	74,568.77	296,000.10	591,429.08	55,290.62
043-4-007-001 Unknown		0.00	0.00			0.00	
043-4-007-002 Unknown		0.00	0.00			0.00	
043-4-011-000 Unknown		0.00	0.00			0.00	
044-2-145-000 Unknown		0.00	0.00			0.00	
038-2-001-000 CITY OF BURLINGTON	0	0.00	0.00	0.00	0.00	0.00	0.00
043-3-186-999 TIF VIODED CITY PROPERTY	0	0.00	0.00	0.00	0.00	0.00	0.00
043-4-005-000 BED (CITY) ELECTRIC	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-145-902 RUSSELL REVOCABLE TRUST	0	0.00	0.00	0.00	0.00	0.00	0.00

Inctive Count 8	0	0.00	0.00	0.00	0.00	0.00	0.00

01/16/2024

02:55 pm

Burlington 23-24 As Billed Grand List

Tif Proceeds Report

Tif id: 1 Waterfront Part 2

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jdorman

Total TIF 1 Increments	29,236,312
Municipal Rate (per 100):	0.7528
Homestead Rate (per 100):	1.4485
Nonhomestead Rate (per 100):	1.4591
Total Tax Billed in TIF 1	3,347,464.56
Municipal Tax Billed in TIF 1	1,141,722.46
Homestead Tax Billed in TIF 1	383,864.10
Nonhmstd Tax Billed in TIF 1	1,821,878.00
Municipal Proceeds (100%) TIF 1	220,860.21
General Fund (25%) TIF 1	55,215.05
TIF Increment (75%) TIF 1	165,645.16
Homestead Education Proceeds TIF 1	74,568.77
Nonhomestead Education Proceeds TIF 1	296,000.10
Total Proceeds TIF 1	591,429.08
Amount due to State for Education in TIF 1	55,290.62

Parcel	Increment Value	Total Tax Billed	Municipal Proceeds	Homestead Proceeds	Nonhmstd Proceeds	Total Proceeds	Amount Due to State
044-2-004-000 EPISCOPALIAN DIOCESE	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-010-000 MATANO, SALVATORE	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-013-000 BURLINGTON HOUSING AUTHORI	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-019-000 BURLINGTON HOUSING AUTHORI	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-020-000 UNITED STATES OF AMERICA,	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-022-000 CITY DPW	0	0.00	0.00	0.00	0.00	0.00	0.00
044-4-023-000 CITY CHURCH STREET MARKETP	0	0.00	0.00	0.00	0.00	0.00	0.00
044-4-028-000 CITY DPW	0	0.00	0.00	0.00	0.00	0.00	0.00
044-4-041-000 SPECTRUM YOUTH AND, FAMILY	0	0.00	0.00	0.00	0.00	0.00	0.00
044-4-081-000 FIRST UNITARIAN UNIVERSALIS	0	0.00	0.00	0.00	0.00	0.00	0.00
044-4-242-000 UNITED STATES OF AMERICA,	0	0.00	0.00	0.00	0.00	0.00	0.00
049-1-003-000 BURLINGTON HOUSING AUTHORI	0	0.00	0.00	0.00	0.00	0.00	0.00
049-1-006-000 SOUTH CHAMPLAIN ST ASSOC	0	0.00	0.00	0.00	0.00	0.00	0.00
049-1-043-000 CITY DPW PARKS REC DEPT	0	0.00	0.00	0.00	0.00	0.00	0.00
049-1-097-000 THE SALVALTION ARMY	0	0.00	0.00	0.00	0.00	0.00	0.00
049-1-115-001 BURLINGTON HOUSING AUTHORI	0	0.00	0.00	0.00	0.00	0.00	0.00
049-1-115-005 BURLINGTON HOUSING AUTHORI	0	0.00	0.00	0.00	0.00	0.00	0.00
049-1-136-000 BURLINGTON HOUSING AUTHORI	-2,702,000	0.00	-20,340.66	0.00	-27,203.17	-47,543.83	-12,221.71
049-1-137-000 BURLINGTON HOUSING AUTHORI	-469,600	0.00	-3,535.15	0.00	-4,727.83	-8,262.98	-2,124.10
049-3-037-000 CHAMPLAIN HOUSING TRUST	0	0.00	0.00	0.00	0.00	0.00	0.00
049-3-102-000 CITY OF BURLINGTON	0	0.00	0.00	0.00	0.00	0.00	0.00
049-3-111-000 CHITTENDEN CNTY SUPERIOR C	0	0.00	0.00	0.00	0.00	0.00	0.00
049-3-142-000 TURNING POINT CENTER OF CH	0	0.00	0.00	0.00	0.00	0.00	0.00
049-3-159-001 CITY DPW	0	0.00	0.00	0.00	0.00	0.00	0.00
049-3-160-000 HOWARD CENTER FOR HUMAN, S	0	0.00	0.00	0.00	0.00	0.00	0.00
049-3-180-000 COLLEGE STREET CONGREGATIO	0	0.00	0.00	0.00	0.00	0.00	0.00
049-3-187-000 CITY DPW	0	0.00	0.00	0.00	0.00	0.00	0.00
049-3-187-001 CITY FIRE DEPARTMENT	0	0.00	0.00	0.00	0.00	0.00	0.00
049-3-187-002 CITY LIBRARY DEPARTMENT	0	0.00	0.00	0.00	0.00	0.00	0.00
049-3-188-000 CITY OF BURLINGTON	0	0.00	0.00	0.00	0.00	0.00	0.00
049-3-189-000 HOWARD PLANT POST VFW	0	0.00	0.00	0.00	0.00	0.00	0.00
049-3-190-000 COMMUNITY HEALTH CENTER OF	-383,800	0.00	-2,889.25	0.00	-3,864.02	-6,753.27	-1,736.01
Non-tax Count 32	-3,555,400	0.00	-26,765.06	0.00	-35,795.02	-62,560.08	-16,081.82
044-2-006-000 VERMONT STATE OF, BUILDING	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-026-000 VERMONT STATE OF, BUILDING	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-027-000 VERMONT STATE OF, BUILDING	0	0.00	0.00	0.00	0.00	0.00	0.00
044-4-043-000 VERMONT STATE OF	0	0.00	0.00	0.00	0.00	0.00	0.00
State Count 4	0	0.00	0.00	0.00	0.00	0.00	0.00
044-2-005-000 CSSL LIMITED PARTNERSHIP	1,455,379	33,309.56	12,074.16	0.00	14,652.45	26,726.61	6,582.98
Municipal Increment	1,603,900						
044-2-007-000 PINE STREET APTS. LLC	651,600	14,412.72	4,905.24	0.00	6,560.17	11,465.41	2,947.32
044-2-008-000 PINE STREET APTS, LLC	236,800	12,470.68	1,782.63	0.00	2,384.05	4,166.68	1,071.10
044-2-009-000 STENROOS, GUS J	176,000	10,605.84	1,324.93	1,759.06	0.00	3,083.99	790.30
044-2-011-000 28 PINE STREET LLC	900	5,397.00	6.78	0.00	9.06	15.84	4.07
044-2-012-000 PEASE, CRAIG	345,600	16,633.48	2,601.68	0.00	3,479.43	6,081.11	1,563.22
044-2-015-000 MCCARTHY, DENNIS	260,100	9,987.72	1,958.03	1,860.86	744.15	4,563.04	1,170.37

Parcel	Increment Value	Total Tax Billed	Municipal Proceeds	Homestead Proceeds	Nonhmstd Proceeds	Total Proceeds	Amount Due to State
044-2-016-000 HARRINGTON, DONALD	59,900	11,946.44	450.93	0.00	603.06	1,053.99	270.94
044-2-017-000 LIVING STARK LLC	10,500	15,341.73	79.04	0.00	105.71	184.75	47.49
044-2-018-000 POMERLEAU FAMILY PARTNERSH	457,300	19,400.57	3,442.55	0.00	4,604.00	8,046.55	2,068.46
044-2-021-000 68 PEARL STREET LLC	61,300	7,991.60	461.47	0.00	617.16	1,078.63	277.27
044-2-023-000 BOVE, RICHARD J	1,243,200	88,157.49	9,358.81	0.00	12,516.28	21,875.09	5,623.25
044-2-024-000 77-87 PEARL STREET LLC	1,334,500	47,850.00	10,046.12	0.00	13,435.47	23,481.59	6,036.22
044-2-025-000 PRECOURT INVESTMENT CO LLC	693,100	37,681.91	5,217.66	0.00	6,977.99	12,195.65	3,135.04
044-2-120-000 3 11 1/2 GEORGE STREET LLC	559,300	22,112.36	4,210.41	0.00	5,630.91	9,841.32	2,529.83
044-2-136-000 HARRINGTON, DONALD	-40,200	10,267.64	-302.63	0.00	-404.73	-707.36	-181.83
044-2-138-000 HARRINGTON, DONALD	518,300	11,464.28	3,901.76	0.00	5,218.14	9,119.90	2,344.38
044-2-139-000 HARRINGTON, DONALD	131,300	2,904.21	988.43	0.00	1,321.90	2,310.33	593.90
044-4-006-000 NICK & MORRISSEY DEVELOPME	3,324,600	218,991.35	25,027.59	0.00	33,471.37	58,498.96	15,037.86
044-4-007-000 SISTERS & BROTHERS INVESTM	399,600	35,381.54	3,008.19	0.00	4,023.09	7,031.28	1,807.47
044-4-008-000 SISTERS & BROTHERS INVESTM	340,200	25,773.03	2,561.03	0.00	3,425.06	5,986.09	1,538.80
044-4-009-000 GREGOIRE, SUSAN C	-15,200	25,335.10	-114.43	0.00	-153.03	-267.46	-68.75
044-4-010-000 PRELCO INC	212,100	28,343.28	1,596.69	0.00	2,135.38	3,732.07	959.37
044-4-011-000 ONE CHURCH STREET PARTNERS	2,232,800	130,287.52	16,808.52	0.00	22,479.36	39,287.88	10,099.42
044-4-012-000 TWO CHURCH STREET PROPERTY	-336,300	40,222.15	-2,531.67	-3,361.20	0.00	-5,892.87	-1,510.10
044-4-013-000 12-18 CHURCH STREET LLC	218,800	21,369.15	1,647.13	0.00	2,202.83	3,849.96	989.68
044-4-014-000 REVOCABLE TRUST AGREEMENT	-127,500	19,294.39	-959.82	0.00	-1,283.64	-2,243.46	-576.71
044-4-015-000 PERKINS, CHARLES N	240,000	14,943.58	1,806.72	0.00	2,416.27	4,222.99	1,085.57
044-4-016-000 HAROLD A. READ TRUST	259,700	15,474.44	1,955.02	0.00	2,614.61	4,569.63	1,174.68
044-4-017-000 MINDY DOLA, INC.	198,400	16,511.82	1,493.56	0.00	1,997.45	3,491.01	897.40
044-4-018-000 FURST MANAGEMENT VENTURES,	179,700	22,355.67	1,352.78	0.00	1,809.18	3,161.96	812.82
044-4-019-000 GRANDVIEW FARM INC	635,600	38,378.65	4,784.80	0.00	6,399.09	11,183.89	2,874.95
044-4-020-000 FRANK, JOSEPH E	724,100	37,582.36	5,451.02	0.00	7,290.09	12,741.11	3,275.26
044-4-021-000 FRANK AND BETTY BOUCHETT L	886,900	62,364.51	6,676.58	0.00	8,929.12	15,605.70	4,011.63
044-4-022-000 DANA FAMILY SERIES, LLC	557,200	31,134.67	4,194.60	0.00	5,609.77	9,804.37	2,520.33
044-4-023-001 CITY CHURCH STREET MARKETP	75,700	3,346.59	569.87	0.00	762.13	1,332.00	342.41
044-4-024-000 AGEM PROPERTIES, LLC	1,235,700	72,408.74	9,302.35	0.00	12,440.77	21,743.12	5,589.33
044-4-029-000 SECOND PENNY LLC	-40,700	8,874.11	-306.39	0.00	-409.76	-716.15	-184.09
044-4-030-000 PENNY CLUSE REAL ESTATE LL	305,300	12,315.86	2,298.30	0.00	3,073.70	5,372.00	1,380.94
044-4-031-000 159 CHERRY ST LLC	274,100	10,260.97	2,063.42	0.00	2,759.58	4,823.00	1,239.81
044-4-032-000 QUINN PROPERTIES LLC	385,300	30,353.89	2,900.54	0.00	3,879.12	6,779.66	1,742.79
044-4-034-000 CHERRY ST LEATHERS, LLC	119,500	8,918.35	899.60	0.00	1,203.10	2,102.70	540.52
044-4-035-000 DUCK DOWN THE ALLEYWAY LLC	1,968,700	66,372.46	14,820.37	0.00	19,820.46	34,640.83	8,904.84
044-4-036-000 LAWRENCE LECLAIR INC	208,400	22,888.74	1,568.84	0.00	2,098.13	3,666.97	942.64
044-4-036-001 LAWRENCE LECLAIR INC	4,100	333.99	30.86	0.00	41.28	72.14	18.55
044-4-037-000 CHASE, DAVID	738,000	56,100.41	5,555.66	0.00	7,430.03	12,985.69	3,338.13
044-4-038-000 OVERLAKE PARK LLC	93,200	8,852.03	701.61	0.00	938.32	1,639.93	421.56
044-4-039-000 187 PEARL ST LLC	429,900	26,226.47	3,236.29	0.00	4,328.14	7,564.43	1,944.53
044-4-040-000 181-185 PEARL STREET LLC	535,600	26,775.04	4,032.00	0.00	5,392.31	9,424.31	2,422.63
044-4-042-000 LUXENTI PROPERTIES, LLC	208,200	15,812.87	1,567.33	0.00	2,096.11	3,663.44	941.73
044-4-079-000 ONION RIVER COOPERATIVE IN	1,806,600	109,641.65	13,600.08	0.00	18,188.47	31,788.55	8,171.63
044-4-080-000 75 SOUTH WINOOSKI AVENUE L	-2,500	16,817.06	-18.82	0.00	-25.17	-43.99	-11.31
044-4-082-000 TWO CHURCH STREET PROPERTY	236,400	12,855.55	1,779.62	0.00	2,380.03	4,159.65	1,069.29
044-4-083-000 MISSION 1888 PROPERTIES, L	662,200	32,249.48	4,985.04	0.00	6,666.89	11,651.93	2,995.27
044-4-215-000 FOX DEN PROPERTIES LLC	1,235,600	51,466.46	9,301.60	0.00	12,439.76	21,741.36	5,588.88
044-4-244-000 FRANK AND BETTY BOUCHETT,	25,400	561.81	191.21	0.00	255.72	446.93	114.89
049-1-002-000 HENRY STREET PROPERTIES LL	361,800	17,036.04	2,723.63	0.00	3,642.53	6,366.16	1,636.50

Parcel	Increment Value	Total Tax Billed	Municipal Proceeds	Homestead Proceeds	Nonhmstd Proceeds	Total Proceeds	Amount Due to State
049-1-004-000 157 SOUTH CHAMPLAIN STREET	2,978,200	67,374.48	22,419.89	0.00	29,983.89	52,403.78	13,471.02
049-1-005-000 SOUTH RIVER LLC	150,700	10,539.68	1,134.47	0.00	1,517.22	2,651.69	681.65
049-1-024-001 KING STREET HOUSING L P	-115,070	18,719.48	-198.74	0.00	-1,158.50	-1,357.24	-520.49
Municipal Increment	-26,400						
049-1-024-002 CHAMPLAIN HOUSING TRUST IN	889,300	56,881.21	6,694.65	0.00	8,953.29	15,647.94	4,022.49
049-1-039-000 SCHOENBECK, LORILEE	184,000	10,239.80	1,385.15	1,204.03	639.63	3,228.81	828.31
049-1-040-000 FAVALI, ROBERT J	221,100	10,797.36	1,664.44	2,209.82	0.00	3,874.26	992.82
049-1-041-000 STONE STORE HOLDINGS LLP	244,100	9,946.90	1,837.58	0.00	2,457.55	4,295.13	1,104.12
049-1-042-000 ROTHWELL, ANNE	29,800	3,576.64	224.33	0.00	300.02	524.35	134.79
049-1-044-000 JOHNSON, ERIC	763,400	33,032.12	5,746.88	2,360.80	5,307.67	13,415.35	3,445.26
049-1-067-000 LOYER, CLAIR M	340,500	16,120.32	2,563.28	0.00	3,428.08	5,991.36	1,540.15
049-1-068-000 35 KING STREET LLC	90,300	17,270.49	679.78	0.00	909.12	1,588.90	408.45
049-1-070-000 WATERFRONT PLAZA LLC	8,689,500	208,796.69	65,414.56	0.00	87,484.06	152,898.62	39,304.43
049-1-071-000 S SQUARED O, LLC	294,600	13,337.65	2,217.75	2,944.42	0.00	5,162.17	1,322.86
049-1-072-000 S SQUARED O, LLC	-32,700	1,035.16	-246.17	0.00	-329.22	-575.39	-147.91
049-1-073-000 WATERFRONT WINDOWS, LLC	424,500	19,232.45	3,195.64	0.00	4,273.78	7,469.42	1,920.10
049-1-074-000 DW PROPERTIES, LLC	174,600	57,604.50	1,314.39	0.00	1,757.84	3,072.23	789.75
049-1-088-000 BOTTOM OF MAIN, LLC	5,800	17,830.12	43.66	0.00	58.39	102.05	26.23
049-1-089-000 RED BRICK REALTY II LLC	275,600	11,245.28	2,074.72	0.00	2,774.68	4,849.40	1,246.60
049-1-090-000 WW PROPERTIES LLC	146,800	14,091.99	1,105.11	0.00	1,477.95	2,583.06	664.01
049-1-091-000 ANGUS PROPERTY MANAGEMENT	366,500	12,926.34	2,759.01	0.00	3,689.85	6,448.86	1,657.76
049-1-092-000 PIRATE YETI LLC	404,300	18,951.54	3,043.57	0.00	4,070.41	7,113.98	1,828.73
049-1-093-000 TP GORDAN, LLC	330,700	26,003.10	2,489.51	0.00	3,329.42	5,818.93	1,495.83
049-1-094-000 MOUNTAHA LLC	413,800	25,757.55	3,115.09	0.00	4,166.05	7,281.14	1,871.70
049-1-098-000 SWB LLC	313,000	13,322.24	2,356.26	0.00	3,151.22	5,507.48	1,415.76
049-1-099-000 HASAN, ARSHAD	245,500	9,684.72	1,848.12	2,157.02	298.83	4,303.97	1,103.36
049-1-100-000 CENTOVALI LTD	253,000	12,665.34	1,904.58	0.00	2,547.15	4,451.73	1,144.37
049-1-101-000 DOVE & BEAN, LLC	174,500	13,417.36	1,313.64	0.00	1,756.83	3,070.47	789.30
049-1-102-000 76-78 MAIN STREET LLC	122,500	14,678.15	922.18	0.00	1,233.30	2,155.48	554.09
049-1-103-000 FURST MANGEMENT VENTURES,	432,800	25,102.85	3,258.12	0.00	4,357.34	7,615.46	1,957.65
049-1-104-000 POINT 2 LLC	216,400	12,158.80	1,629.06	0.00	2,178.67	3,807.73	978.82
049-1-105-000 KHAMNEI, CHRIS	160,700	12,607.80	1,209.75	0.00	1,617.89	2,827.64	726.88
049-1-110-000 CATAMOUNT/VAN NESS, LLC	13,278,700	306,971.89	99,962.05	0.00	133,687.16	233,649.21	60,062.35
049-1-111-000 WILSUZAN ASSOCIATES INC	507,400	47,396.59	3,819.71	0.00	5,108.40	8,928.11	2,295.08
049-1-112-000 WILSUZAN ASSOCIATES INC	357,100	14,114.13	2,688.25	0.00	3,595.21	6,283.46	1,615.24
049-1-113-000 MSP, LLC	341,300	13,176.29	2,569.31	0.00	3,436.14	6,005.45	1,543.77
049-1-114-000 MSP, LLC	516,200	20,581.71	3,885.95	0.00	5,196.99	9,082.94	2,334.88
049-1-115-002 65 CADILLAC LLC	283,300	16,078.29	2,132.68	0.00	2,852.20	4,984.88	1,281.43
049-1-115-003 DOWN BY THE BEACH LLC	315,000	18,489.25	2,371.32	0.00	3,171.35	5,542.67	1,424.81
049-1-115-004 ALPHA OMEGA PROPERTIES LLC	351,400	19,294.39	2,645.34	0.00	3,537.82	6,183.16	1,589.46
049-1-116-000 CROSBY HOUSE LLC	81,900	8,896.25	616.54	0.00	824.55	1,441.09	370.45
049-1-116-001 GREAT DEVELOPMENTS LLC	427,300	17,124.53	3,216.71	0.00	4,301.97	7,518.68	1,932.77
049-1-117-000 ORIGINAL INVESTMENTS, LLC	265,900	18,506.97	2,001.70	0.00	2,677.03	4,678.73	1,202.72
049-1-118-001 31-35 MAIN STREET LLC	128,600	12,826.79	968.10	0.00	1,294.72	2,262.82	581.68
049-1-118-002 41-47 MAIN STREET LLC	451,200	18,659.58	3,396.63	0.00	4,542.59	7,939.22	2,040.87
049-1-119-000 INVESTORS CORP. OF VERMONT	2,564,900	141,683.23	19,308.57	0.00	25,822.87	45,131.44	11,601.58
049-1-127-000 BURLINGTON SAVINGS BANK	289,700	14,134.03	2,180.86	0.00	2,916.64	5,097.50	1,310.37
049-1-138-001 SDKS HOLDINGS LLC	61,600	6,241.95	463.72	0.00	620.18	1,083.90	278.63
049-1-138-002 EIGHTY NINE COLLEGE LLC	184,800	8,091.12	1,391.17	0.00	1,860.53	3,251.70	835.89
049-1-138-003 SDKS HOLDINGS LLC	121,100	8,049.07	911.64	0.00	1,219.21	2,130.85	547.76

Parcel	Increment Value	Total Tax Billed	Municipal Proceeds	Homestead Proceeds	Nonhmstd Proceeds	Total Proceeds	Amount Due to State

049-1-139-000 BOX 77 LLC	658,900	52,652.07	4,960.20	0.00	6,633.67	11,593.87	2,980.34
049-1-141-000 DW PROPERTIES, LLC	1,859,400	41,128.07	13,997.56	0.00	18,720.05	32,717.61	8,410.46
049-2-026-000 1864 HOUSE LLC	105,600	10,537.49	794.96	0.00	1,063.16	1,858.12	477.65
049-2-027-000 TROMBLEY, MICHAEL	272,300	21,966.35	2,049.87	0.00	2,741.46	4,791.33	1,231.67
049-2-030-001 MGD INC	1,045,400	80,353.89	7,869.77	0.00	10,524.87	18,394.64	4,728.56
049-2-032-000 WHARF LANE HOUSING LP	1,110,400	61,917.72	10,615.23	0.00	11,179.27	21,794.50	5,022.57
Municipal Increment	1,410,100						
049-2-034-000 COMPLEX ENTERPRISES LLC	734,900	25,896.91	5,532.33	0.00	7,398.82	12,931.15	3,324.11
049-3-005-000 MANSFIELD PROFESSIONAL BLD	1,302,400	61,462.05	9,804.47	0.00	13,112.29	22,916.76	5,891.03
049-3-006-000 GRANDVIEW FARM INC	206,700	13,028.07	1,556.04	0.00	2,081.01	3,637.05	934.95
049-3-008-000 TD BANK FACILITIES MGMT SE	1,117,500	86,155.70	8,412.54	0.00	11,250.76	19,663.30	5,054.69
049-3-010-101 SMITH, WILLARD F.	335,900	7,394.16	2,528.66	3,357.20	0.00	5,885.86	1,508.31
049-3-010-102 BALADY, JAMES	155,300	3,435.08	1,169.10	0.00	1,563.53	2,732.63	702.45
049-3-010-103 POPIK, STEVEN	158,500	3,489.04	1,193.19	1,584.15	0.00	2,777.34	711.72
049-3-010-104 WILLIAMS, JULIE	188,000	4,140.40	1,415.26	1,691.09	189.27	3,295.62	844.81
049-3-010-105 FLEURY, KELLIE	166,000	3,654.16	1,249.65	1,659.11	0.00	2,908.76	745.40
049-3-010-106 GAY, EBENEZER	389,500	8,574.04	2,932.16	3,892.92	0.00	6,825.08	1,748.99
049-3-010-107 JCK PROPERTIES LLC	326,000	7,210.80	2,454.13	0.00	3,282.10	5,736.23	1,474.57
049-3-010-108 JCK PROPERTIES LLC	324,700	7,182.04	2,444.34	0.00	3,269.01	5,713.35	1,468.69
049-3-010-109 CONRAD, JAMES	185,600	4,085.60	1,397.20	1,855.01	0.00	3,252.21	833.41
049-3-010-201 GIBSON, THADDEUS	336,100	7,398.56	2,530.16	3,359.20	0.00	5,889.36	1,509.21
049-3-010-202 MILLER, CHRISTOPHER	221,800	4,905.96	1,669.71	0.00	2,233.04	3,902.75	1,003.25
049-3-010-203 NELSON II, JAMES	226,500	4,985.92	1,705.09	2,263.79	0.00	3,968.88	1,017.06
049-3-010-204 KONG, SAN	268,500	5,938.92	2,021.27	0.00	2,703.20	4,724.47	1,214.48
049-3-010-205 TUPPER, CHERYL A.	166,000	3,726.28	1,249.65	1,659.11	0.00	2,908.76	745.40
049-3-010-206 MACCORMACK, AMY	366,100	8,058.96	2,756.00	3,659.04	0.00	6,415.04	1,643.92
049-3-010-207 BRODERICK, PETER	326,000	7,210.80	2,454.13	0.00	3,282.10	5,736.23	1,474.57
049-3-010-208 LANDON, JODY	355,600	7,827.80	2,676.96	3,554.10	0.00	6,231.06	1,596.77
049-3-010-209 AMAN, DENNIS	198,700	4,395.04	1,495.81	0.00	2,000.47	3,496.28	898.76
049-3-010-301 THIRD ACT LLC	361,200	7,989.36	2,719.11	0.00	3,636.49	6,355.60	1,633.78
049-3-010-302 POSEY, KERRIE	328,200	7,224.64	2,470.69	3,280.24	0.00	5,750.93	1,473.73
049-3-010-303 BRUCE, KENNET	403,100	8,916.16	3,034.54	0.00	4,058.33	7,092.87	1,823.31
049-3-010-304 WALKER, GREGORY	281,900	6,235.32	2,122.14	0.00	2,838.11	4,960.25	1,275.09
049-3-010-305 KADISH, MARY L.	402,600	8,905.08	3,030.77	0.00	4,053.29	7,084.06	1,821.04
049-3-010-306 ALIMONTI, PAOLO	371,000	8,206.12	2,792.89	0.00	3,735.15	6,528.04	1,678.11
049-3-010-307 ROTHERMUND, HELENE KYRA	377,400	8,347.68	2,841.07	0.00	3,799.58	6,640.65	1,707.06
049-3-010-308 D'HEMECOURT, LIA	198,700	4,373.96	1,495.81	1,985.94	0.00	3,481.75	892.23
049-3-010-401 ST PAUL PROPERTIES LLC	369,400	8,170.76	2,780.84	0.00	3,719.04	6,499.88	1,670.87
049-3-010-402 CONRAD, RYAN	313,500	6,934.28	2,360.03	0.00	3,156.25	5,516.28	1,418.03
049-3-010-403 DEGRAY, SARAH E.	435,200	9,580.04	3,276.19	4,349.67	0.00	7,625.86	1,954.20
049-3-010-404 POPE, PETER	303,400	6,710.88	2,284.00	0.00	3,054.57	5,338.57	1,372.34
049-3-010-405 CHASE, DAVID S.	435,700	9,637.24	3,279.95	0.00	4,386.54	7,666.49	1,970.76
049-3-010-406 COFFEY, MICHAEL	281,600	6,228.68	2,119.88	0.00	2,835.09	4,954.97	1,273.74
049-3-010-407 MARCHILDON, GERALD L	361,800	7,964.28	2,723.63	3,616.06	0.00	6,339.69	1,624.61
049-3-010-408 WATANABE, EUGENE	255,200	5,644.76	1,921.15	0.00	2,569.30	4,490.45	1,154.32
049-3-015-000 NORCROSS JR, ARTHUR	317,500	13,236.01	2,390.14	0.00	3,196.52	5,586.66	1,436.12
049-3-017-000 INVESTORS CORPORATION OF V	1,152,300	194,675.94	8,674.51	0.00	11,601.11	20,275.62	5,212.09
049-3-028-000 CHAMPLAIN COLLEGE INC.	1,610,800	56,536.16	12,126.10	0.00	16,217.20	28,343.30	7,285.99
049-3-029-000 162 MAPLE BTV LLC	538,800	20,780.80	4,056.09	0.00	5,424.53	9,480.62	2,437.11
049-3-030-000 BUILDINGS AND FOOD LLC	141,300	6,748.47	1,063.71	0.00	1,422.58	2,486.29	639.13

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049-3-031-000 BUILDINGS AND FOOD LLC	359,200	15,412.51	2,704.06	0.00	3,616.35	6,320.41	1,624.74
049-3-032-000 BUILDINGS & FOOD, LLC	194,500	11,506.28	1,464.20	0.00	1,958.19	3,422.39	879.76
049-3-033-000 BUILDINGS & FOOD, LLC	137,100	8,876.36	1,032.09	0.00	1,380.29	2,412.38	620.13
049-3-034-000 211 CHURCH ST LLC	97,100	6,551.64	730.97	0.00	977.58	1,708.55	439.20
049-3-035-000 205 209 CHURCH STREET LLC	506,400	29,635.00	3,812.18	0.00	5,098.33	8,910.51	2,290.55
049-3-036-000 SMITH, JACOB	137,800	9,710.24	1,037.36	0.00	1,387.34	2,424.70	623.30
049-3-038-000 KEINATH, CHARLES	244,500	10,515.36	1,840.60	0.00	2,461.57	4,302.17	1,105.92
049-3-039-000 GREILICH, NICHOLAS	88,900	6,529.52	669.24	0.00	895.03	1,564.27	402.11
049-3-040-000 ANTENSAYE, THOMAS	218,600	11,752.84	1,645.62	901.84	1,292.38	3,839.84	985.81
049-3-046-000 BROWN, OTHELLA L	168,600	6,947.52	1,269.22	1,685.10	0.00	2,954.32	757.07
049-3-083-000 METROPARK LLC	1,096,800	47,774.81	8,256.71	0.00	11,042.35	19,299.06	4,961.06
049-3-084-000 CITY OF BURLINGTON	1,059,400	23,432.84	7,975.16	0.00	10,665.82	18,640.98	4,791.89
049-3-096-000 PALLADIUM SHIELD LLC	329,600	21,159.01	2,481.23	0.00	3,318.34	5,799.57	1,490.85
049-3-097-001 SISTER & BROTHER INVESTMEN	1,875,900	41,493.03	14,121.78	0.00	18,886.17	33,007.95	8,485.09
049-3-097-002 BROWNELL HAWLEY BLOCK LLC	1,468,700	32,486.14	11,056.37	0.00	14,786.56	25,842.93	6,643.24
049-3-098-000 194 MAIN, LLC	148,700	39,922.59	1,119.41	0.00	1,497.08	2,616.49	672.60
049-3-099-000 MID-TOWN ASSOCIATES INC	15,000	12,455.19	112.92	0.00	151.02	263.94	67.85
049-3-100-000 MID-TOWN ASSOCIATES INC	215,800	10,935.60	1,624.54	0.00	2,172.63	3,797.17	976.11
049-3-101-000 MIDTOWN ASSOCIATES, INC.	228,200	12,218.53	1,717.89	0.00	2,297.47	4,015.36	1,032.20
049-3-105-000 JLEV 247 MAIN LLC	441,400	19,911.52	3,322.86	0.00	4,443.92	7,766.78	1,996.54
049-3-106-000 FOLEY, ROBERT J	329,000	16,969.68	2,476.71	0.00	3,312.30	5,789.01	1,488.14
049-3-107-000 WINKELDOM LLC	467,700	45,534.15	3,520.85	0.00	4,708.71	8,229.56	2,115.51
049-3-109-000 WESCO INC	179,100	16,270.74	1,348.26	0.00	1,803.14	3,151.40	810.11
049-3-110-000 COURTHOUSE PLAZA LLC	106,000	15,925.65	797.97	0.00	1,067.19	1,865.16	479.46
049-3-110-003 COURTHOUSE PLAZA LLC	470,200	66,772.81	3,539.67	0.00	4,733.87	8,273.54	2,126.81
049-3-110-004 COURTHOUSE PLAZA LLC	-430,000	146,648.96	-3,237.04	0.00	-4,329.15	-7,566.19	-1,944.98
049-3-110-006 COURTHOUSE PLAZA LLC	52,000	7,299.26	391.46	0.00	523.53	914.99	235.21
049-3-112-000 SISTERS & BROTHERS INVESTM	422,400	25,750.92	3,179.83	0.00	4,252.63	7,432.46	1,910.60
049-3-113-000 190 CHURCH STREET LLC	257,000	20,190.20	1,934.70	0.00	2,587.42	4,522.12	1,162.46
049-3-124-000 GRANDVIEW FARMS, INC	373,000	27,750.47	2,807.94	0.00	3,755.29	6,563.23	1,687.16
049-3-125-000 GRANDVIEW FARM INC	262,600	19,347.47	1,976.85	0.00	2,643.80	4,620.65	1,187.79
049-3-126-001 90-96 CHURCH STREET LLP	253,200	42,999.30	1,906.09	0.00	2,549.16	4,455.25	1,145.28
049-3-126-002 FRANKEL, DEBORAH OSMOND	97,800	10,979.84	736.24	0.00	984.63	1,720.87	442.37
049-3-126-003 CHURCH WARNER BLOCK, LLC	48,200	11,765.08	362.85	0.00	485.27	848.12	218.02
049-3-126-004 FRANKEL, DEBORAH OSMOND	187,500	9,701.36	1,411.50	0.00	1,887.71	3,299.21	848.10
049-3-126-005 SILVERNAIL, SHELBY	48,200	11,765.08	362.85	0.00	485.27	848.12	218.02
049-3-126-006 JOY, PETER A	121,400	8,093.32	913.90	0.00	1,222.23	2,136.13	549.12
049-3-126-007 SOLOMON, LAURA J	107,400	7,502.00	808.51	1,073.43	0.00	1,881.94	482.26
049-3-126-008 MITCHELIDES, STAVROS	130,100	8,469.36	979.39	0.00	1,309.82	2,289.21	588.47
049-3-127-000 98 CHURCH STREET LLC	3,400	11,966.38	25.60	0.00	34.23	59.83	15.38
049-3-128-000 POMERLEAU FAMILY LLC	270,100	15,620.40	2,033.31	0.00	2,719.31	4,752.62	1,221.72
049-3-129-000 ST ALBANS SHOPPING CENTER	337,300	17,783.67	2,539.19	0.00	3,395.87	5,935.06	1,525.68
049-3-130-000 108 CHURCH STREET LLC	2,700	13,645.21	20.33	0.00	27.18	47.51	12.21
049-3-131-000 112 CHURCH STREET, LLC	566,700	25,912.38	4,266.12	0.00	5,705.42	9,971.54	2,563.30
049-3-132-000 GRANDVIEW FARMS INC	528,800	42,357.88	3,980.81	0.00	5,323.85	9,304.66	2,391.87
049-3-133-000 KENNEDY BROTHERS INC	-29,800	33,098.86	-224.33	0.00	-300.02	-524.35	-134.79
049-3-134-000 GLOBAL INVESTMENT PROPERTI	132,500	12,495.01	997.46	0.00	1,333.98	2,331.44	599.33
049-3-135-000 EVEN FLOW, LLC	267,400	19,604.06	2,012.99	0.00	2,692.13	4,705.12	1,209.51
049-3-136-000 ORMER GROUP LLC	110,700	24,310.99	833.35	0.00	1,114.50	1,947.85	500.72
049-3-137-000 GRANDVIEW FARM INC	151,500	20,134.90	1,140.49	0.00	1,525.27	2,665.76	685.27

Parcel	Increment Value	Total Tax Billed	Municipal Proceeds	Homestead Proceeds	Nonhmstd Proceeds	Total Proceeds	Amount Due to State
049-3-138-000 ONE FORTY SIX REALTY, LLC	611,500	32,906.43	4,603.37	0.00	6,156.45	10,759.82	2,765.94
049-3-140-000 PLATINUM SHIELD LLC	202,500	25,702.27	1,524.42	0.00	2,038.73	3,563.15	915.95
049-3-141-000 FURST MANAGEMENT VENTURES,	579,900	25,806.24	4,365.49	0.00	5,838.31	10,203.80	2,623.01
049-3-144-000 BRECK HILKER LLC	240,600	22,647.63	1,811.24	0.00	2,422.31	4,233.55	1,088.28
049-3-145-000 STICKS AND BRICKS LLC	380,100	34,184.91	2,861.39	0.00	3,826.77	6,688.16	1,719.27
049-3-146-000 203-205 COLLEGE STREET LLC	299,100	18,978.10	2,251.62	0.00	3,011.28	5,262.90	1,352.89
049-3-147-000 197-201 COLLEGE STREET LLC	359,700	19,500.08	2,707.82	0.00	3,621.38	6,329.20	1,627.00
049-3-148-000 THE GREAT CEDARS, LLC	1,573,300	109,464.72	11,843.80	0.00	15,839.65	27,683.45	7,116.37
049-3-148-007 THE GREAT CEDARS, LLC	413,400	42,349.02	3,112.08	0.00	4,162.02	7,274.10	1,869.90
049-3-149-000 POMERLEAU FAMILY LLC	348,000	26,726.36	2,619.74	0.00	3,503.59	6,123.33	1,574.08
049-3-150-000 GRANDVIEW FARMS INC	501,000	30,176.94	3,771.53	0.00	5,043.96	8,815.49	2,266.13
049-3-152-000 GRANDVIEW FARMS INC	217,700	10,962.18	1,638.85	0.00	2,191.76	3,830.61	984.70
049-3-153-000 ST ALBANS SHOPPING CENTER	99,600	4,943.57	749.79	0.00	1,002.75	1,752.54	450.51
049-3-154-000 BROADWAY ENTERPRISES LLC	144,700	15,419.15	1,089.30	0.00	1,456.81	2,546.11	654.51
049-3-155-000 BLOHM, PATRICIA	750,400	27,518.24	5,649.01	0.00	7,554.87	13,203.88	3,394.22
049-3-156-000 SISTERS & BROTHERS INVESTM	-326,000	20,946.69	-2,454.13	0.00	-3,282.10	-5,736.23	-1,474.57
049-3-157-000 189 BANK STREET LLC	204,700	10,117.23	1,540.98	0.00	2,060.88	3,601.86	925.90
049-3-158-000 TICK TOCK REAL ESTATE LLC	486,800	23,096.63	3,664.63	0.00	4,901.00	8,565.63	2,201.90
049-3-159-000 ONION RIVER COOPERATIVE IN	21,300	17,867.70	160.35	0.00	214.44	374.79	96.34
049-3-162-000 L & M PROPERTIES LLC	-41,100	34,556.51	-309.40	0.00	-413.79	-723.19	-185.90
049-3-163-001 COMEAU, ANDREW	129,600	6,208.80	975.63	0.00	1,304.79	2,280.42	586.21
049-3-163-002 RACANELLI, CHRIS	219,600	9,577.52	1,653.15	0.00	2,210.89	3,864.04	993.30
049-3-163-003 KAUFMANN, MARK	199,700	9,042.24	1,503.34	0.00	2,010.54	3,513.88	903.29
049-3-163-004 MACINTYRE-PULLING, FLORENC	239,600	9,912.44	1,803.71	2,394.72	0.00	4,198.43	1,075.89
049-3-163-005 FRANKEL, REMA S	240,900	10,436.36	1,813.50	2,407.71	0.00	4,221.21	1,081.73
049-3-163-006 GIARD, LOUIS	175,000	8,210.84	1,317.40	1,749.06	0.00	3,066.46	785.81
049-3-163-007 DANIS, HEATHER J	210,700	9,566.84	1,586.15	2,105.87	0.00	3,692.02	946.12
049-3-163-008 VARACCHI, TYLER	204,200	9,208.12	1,537.22	0.00	2,055.84	3,593.06	923.64
049-3-163-009 EWOLDSEN, HANS MARTIN	191,400	8,947.12	1,440.86	0.00	1,926.98	3,367.84	865.74
049-3-163-010 MARTIN, CLIFFORD M.	217,000	9,747.36	1,633.58	2,168.84	0.00	3,802.42	974.41
049-3-163-011 CHARLEBOIS, MARY	212,400	9,641.68	1,598.95	0.00	2,138.40	3,737.35	960.73
049-3-163-012 RAMON, TIMOTHY	196,200	9,186.00	1,476.99	1,960.95	0.00	3,437.94	881.01
049-3-163-013 BURLINGTON STOREFRONT, LLC	366,600	8,108.81	2,759.76	0.00	3,690.85	6,450.61	1,658.21
049-3-163-014 230 COLLEGE STREET UNIT 14	157,100	7,978.29	1,182.65	0.00	1,581.65	2,764.30	710.60
049-3-164-000 SISTERS & BROTHERS INVESTM	1,672,900	58,440.60	12,593.59	0.00	16,842.41	29,436.00	7,566.88
049-3-165-000 SISTERS & BROTHERS INVESTM	145,400	24,529.96	1,094.57	0.00	1,463.86	2,558.43	657.67
049-3-166-000 TWO O'BRIENS PROPERTIES, L	95,200	7,836.76	716.67	0.00	958.45	1,675.12	430.61
049-3-167-000 O'BRIEN, WILLIAM	1,193,600	60,510.92	8,985.42	0.00	12,016.91	21,002.33	5,398.90
049-3-168-000 GIRI BURLINGTON PORPERTY,	3,453,600	76,390.15	25,998.70	0.00	34,770.12	60,768.82	15,621.36
049-3-183-000 QUEEN CITY PARTNERS, LLC	1,472,600	75,923.44	11,085.73	0.00	14,825.83	25,911.56	6,660.88
049-3-185-000 HANDY, JOAN	291,600	20,287.52	2,195.16	0.00	2,935.77	5,130.93	1,318.97
049-3-211-000 CITY CHURCH STREET MARKETP	89,600	1,981.83	674.51	0.00	902.07	1,576.58	405.28
Active Count 247	124,315,109	6390,605.80	939,885.89	69,348.96	1181,721.97	2190,956.82	562,075.35
049-1-115-000 Unknown		0.00	0.00			0.00	
049-3-041-000 CITY DPW	0	0.00	0.00	0.00	0.00	0.00	0.00
049-3-027-000 CHAMPLAIN COLLEGE INCORPOR	0	0.00	0.00	0.00	0.00	0.00	0.00
049-3-097-000 BROWNELL HAWELY BLOCK	-1,213,900	0.00	-9,138.24	0.00	-12,221.29	-21,359.53	-5,490.72
049-3-210-000 CATAMOUNT VAN NESS LLC	-765,000	0.00	-5,758.92	0.00	-7,701.86	-13,460.78	-3,460.26
Inctive Count 5	-1,978,900	0.00	-14,897.16	0.00	-19,923.15	-34,820.31	-8,950.98

Total TIF 2 Increments	118,780,809
Municipal Rate (per 100):	0.7528
Homestead Rate (per 100):	1.4485
Nonhomestead Rate (per 100):	1.4591
Total Tax Billed in TIF 2	6,390,605.80
Municipal Tax Billed in TIF 2	2,178,236.28
Homestead Tax Billed in TIF 2	181,412.28
Nonhmstd Tax Billed in TIF 2	4,030,957.24
Municipal Proceeds (100%) TIF 2	898,223.67
General Fund (25%) TIF 2	224,555.92
TIF Increment (75%) TIF 2	673,667.75
Homestead Education Proceeds TIF 2	69,348.96
Nonhomestead Education Proceeds TIF 2	1,126,003.80
Total Proceeds TIF 2	2,093,576.43
Amount due to State for Education in TIF 2	537,042.55

Lori Olberg

From: Richard Single <Richard.Single@uvm.edu>
Sent: Wednesday, March 20, 2024 10:39 AM
To: Lori Olberg
Cc: Tim Doherty; Zoraya Hightower
Subject: FW: Neighborhood Code & UVM-MOU need to be considered jointly
Attachments: UVM-housing+MOU.pdf

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

Hi Lori,

I sent the email below to the City Council. I want to point your attention to the attachment (described in the email and attached here) which highlights some very misleading data displayed on the City's website regarding the MOU with UVM, which is inextricably linked to the Neighborhood Code issues.

Best,
Rich

Hello,

I'm writing to ask that the city council not try to address the UVM-MOU and Neighborhood Code as separate issues. They really need to be considered together, especially in the neighborhoods around UVM.

The idea of trying to address the lack of housing in Burlington without the city first negotiating a strong MOU with UVM does not make sense. I assume that you have seen the State Auditor's report on the UVM-MOU which states that "**UVM student count growth accounts for more than two-thirds of all Burlington population growth since 1990.**" (https://drive.google.com/file/d/1c57051C2Q35iDt0uu_tpGYR3dHlqO766/view)

I understand the frustration with the lack of affordable (or any) housing, and remember that feeling of home ownership being out of reach, especially when we were living in the SF Bay Area. My main concern is the potential for **adding more housing that has minimal impact on the availability for non-students**. That would make the NC a self-defeating proposal in the area around UVM. This is similar to the concern of only addressing undergraduates at UVM in the MOU. It only sounds good if you don't think about it all that much. That is why I think that phasing in modifications for the area around UVM after a strong MOU makes sense.

There is some very misleading information posted on the City's page announcing the draft MOU with UVM (<https://www.burlingtonvt.gov/Press/mayor-miro-weinberger-announces-new-housing-agreement-with-the-university-of-vermont>) Please see the attached 1-page figure comparing data the city is relying on to a more appropriate set.

The figure is listed at the bottom at the link called "Future Trends Slide". Both the dates and the data have been cherry-picked to display something that doesn't represent the HUGE impact that UVM has had on the city's housing crisis. I've created (and attached) an equivalent figure based on a more appropriate set of dates and using total enrollment (**not just undergraduate**) data from VT Digger. They are presented side-by-side with aligned axes in the attached PDF file, so you can directly compare the gray boxes in the two charts. I have sent this to Brian Pine as well.

You can see that the net change in enrollment from 2002 shows numbers well above 3,500 rather than the <1,000 displayed in the graph provided by UVM that is on the City's website. The City Council should not be relying on the information that it has posted on its own site because it is misleading at best.

I am using this as an example in one of my intro Statistics courses of cherry-picking data to try to present a more favorable result. I hope that you will be able to use it to help clarify some issues as you move forward with the MOU.

Please consider amending the NC with some type of financial disincentive in the neighborhoods surrounding UVM for adding housing that is primarily student housing. Another option is to limit the addition of infill to owner occupied houses for the first X years. It seems pretty clear what will happen if these issues are not addressed proactively in the areas surrounding UVM.

Thanks for you time,

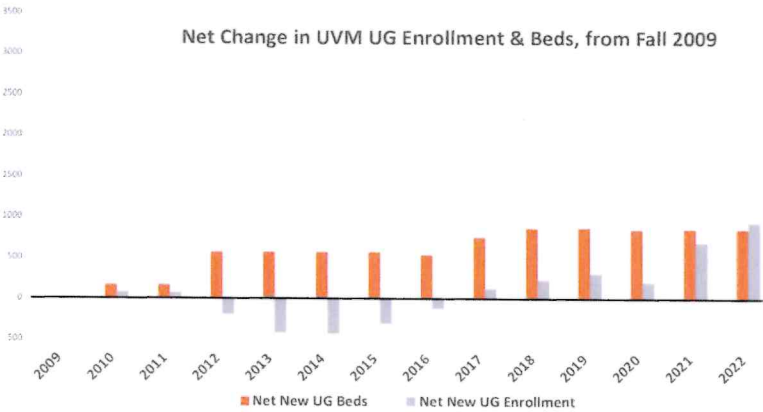
Rich

Richard Single, Ph.D.
Graduate Program Director in Statistics
University of Vermont

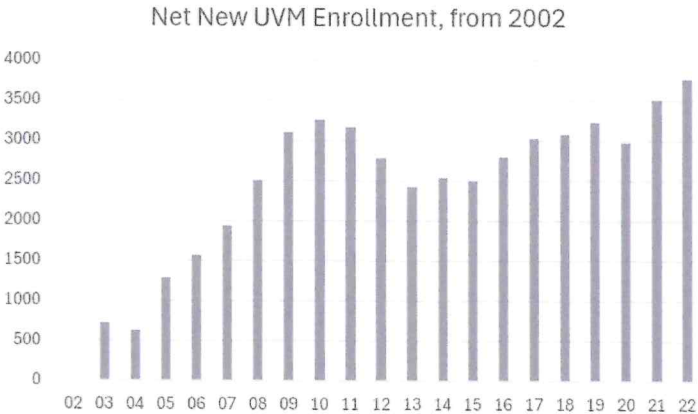
Please note that the axes on the two graphs have been aligned so that the **GRAY** bars are directly comparable.

Choosing a more appropriate start date tells a very different story, which better reflects the current housing issues.

FROM the Mayor’s announcement of the draft MOU with UVM
https://www.burlingtonvt.gov/sites/default/files/Future%20Trend%20Slide_Final.pdf
And relied upon by City Council



DATA FROM VT Digger - March 5, 2023* is total new enrollment



*<https://vtdigger.org/2023/03/05/housing-debate-reveals-signs-of-strain-in-uvm-burlington-relationship/>

“UVM student count growth accounts for more than two-thirds of all Burlington population growth since 1990.”
-- State Auditor’s Report on the UVM MOU: https://drive.google.com/file/d/1c5705lC2Q35iDt0uu_tpGYR3dHlqO766/view

Lori Olberg

From: Sharon Bushor <sfbushor@gmail.com>
Sent: Wednesday, March 20, 2024 9:26 AM
To: Karen Paul; Lori Olberg
Subject: Neighborhood Code

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

To President Paul and City Council

I have attended every meeting since the Kickoff in the Summer of 2023. I watched a "missing middle" proposal evolve into a MAJOR zoning rewrite of our existing Code of Ordinances. You may look at this timeline and number of meetings and conclude there has been lots of public process. Not true. More than the "middle" is missing. A return to the NPAs, holding dedicated public meetings to explain the final product, these key parts of a the process were missing.

I attended the Planning Commission meeting where they were presented with 6 amendments put forward by the Planning Staff and City Councilors. I spoke in support of 4 amendments (Councilor Hightower's and Councilor Doherty's), did not support Councilors Grant's and Bergman's amendment. There was brief acknowledgement of another amendment but that was not warned for this meeting and the Commission did not speak to it. NOTE: AT THIS MEETING, THREE COMMISSIONERS EXPRESSED CONCERN ABOUT WHAT THEY HAD PASSED. One wanted to amend the total number of units in RM but their role is to comment not amend. Ultimately, they stated they should continue to support the original proposal but had no objection to the 4 amendments put forward by Councilor Hightower (3) and Councilor Doherty (1). They did not support the amendment put forward by Councilors Grant and Bergman.

Although I support aspects of this proposal, the number of units allowed in each zone needs to be reduced (4 in RL) and (6 in RM). Incorporate affordability by only allowing 6 units in RM if 1 or 2 units are affordable. Address stormwater runoff to protect the Lake and River. Discussion of how to incentivize housing for families and a mix of rental and homownership.

PLEASE ACKNOWLEDGE THIS NEEDS ADDITIONAL REVIEW BEFORE IT IS ADOPTED. I believe an amended version could return in 2024.

Last statement: Our Code of Ordinances should contain laws that if enacted would create a community and vision we want to attain. If you really listen to responses made by the Mayor, Planning Department and some Councilors when concerns by residents are raised, they say " don't be concerned, this will never be realized, or as the Mayor stated " if we get it wrong it can be amended" (not quick or easy and in the meantime many development proposals will be underway or in the pipeline). Why would a City adopt a Zoning Proposal that Planners and others would not want to be fully implemented? It is really illogical. Thank you again for your time and consideration. Sharon Bushor Ward 1 Resident

Lori Olberg

From: Michael Long <mjlongvt@gmail.com>
Sent: Wednesday, March 20, 2024 12:23 PM
To: Zoraya Hightower; Tim Doherty; Gene Bergman; Joseph Magee; Sarah Carpenter; Benjamin Traverse; Karen Paul; Ali Dieng; Hannah King; Melo Grant; Mark Barlow; Joan Shannon
Cc: Lori Olberg
Subject: Neighborhood Code: Please Return to Committee for Necessary Revisions

Some people who received this message don't often get email from mjlongvt@gmail.com. [Learn why this is important](#)

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

Councilors:

Please send Neighborhood Code back to committee for necessary revisions.

Most fundamentally, it must be changed to avoid violating Vermont state law 24 V.S.A. § 4441 requiring that any zoning amendment “conforms with or furthers the goals and policies contained in the municipal plan.” Burlington’s municipal plan, PlanBTV, calls for sustaining neighborhoods through “small and incremental change that is consistent with the existing development pattern, building scale, and neighborhood character.”

Neighborhood Code would not “sustain” neighborhoods. It would transform them in inappropriate, irresponsible, and negative ways.

The changes Neighborhood Code calls for are not “small” or “incremental.” They are massive, comprehensive, and sweeping — including density increases of 400% to 1000% and lot coverage increases of 29% to 71%.

And the changes Neighborhood Code calls for are utterly *inconsistent* “with the existing development pattern, building scale, and neighborhood character” that PlanBTV respects and is meant to protect.

Beyond violating Vermont state law 24 V.S.A. § 4441, Neighborhood Code fails to address affordability credibly, relying instead on the shaky magic of free market supply-and-demand. It fails also to consider the environmental impact of increased stormwater runoff on Lake Champlain after our beaches were closed for swimming on 52 days last summer.

I’ve attached a Vermont Digger commentary on Neighborhood Code that’s focused on the unaddressed affordability and environmental issues.

Please follow the law and insist on addressing the affordability of housing in responsible ways by returning Neighborhood Code to committee for revision.

Best,

Michael

<https://vtdigger.org/2024/03/19/housing-for-people-not-profit/>

Dear City Councilors,

We respectfully ask that the Neighborhood Code be sent back to committee for more careful vetting and consideration.

We recognize and support the need for more housing, and believe there are good things in the Neighborhood Code, but we worry about the impact on historic neighborhoods- the places that make Burlington unique and livable.

We also have concerns about how student housing could creep into vulnerable neighborhoods near the university and forever change them.

I'm sure there are many other examples of problems that could result from trying to change in a *too much - too fast* manner.

Let us not push too hard to implement something that could paint our city into a corner we may regret in the future.

There is a lot to unpack when such sweeping changes are made. PlanBTV suggests change be "small and incremental." and that "The individuality of each residential area must be respected in order to support and strengthen established land use and design patterns, and most importantly the quality of life enjoyed by residents." The ramifications of such dramatic changes as the Neighborhood Code is currently proposing will undoubtedly have unintended consequences that otherwise could be avoided if the hard work of getting this done right becomes less important than pushing it through.

Please be aware that there is already a project at 44 Wright Ave. that is being submitted under the warning period. It is, at the very least, controversial and is being met with great opposition. It is an example of an insensitive unintended consequence in a historic neighborhood. We feel that more attention needs to be paid to PlanBTV's commitment to honoring neighborhood character and historical styles.

We believe that there are appropriate back yard projects on sites that can absorb them in a thoughtful and respectful manner to honor neighborhoods and not negatively impact neighbors. The thought of Burlington abandoning so much of what has made it a desirable place for all of us, is out of character with what this city has stood for. I think there is a way to do this without having it alienate entire neighborhoods and the character that has made Burlington a special place to live.

Please send the Neighborhood Code back to committee so it can be more thoroughly vetted and take into account all of the subtleties and nuances that make our city vibrant and livable.

Sincerely,
Tom & Diane Freiheit

Lori Olberg

From: Ashton MacKenzie <802-829-1624@ashtonmackenzie.com>
Sent: Wednesday, March 20, 2024 3:45 PM
To: City Council
Subject: Re: In support of the Neighborhood Code!

[Some people who received this message don't often get email from 802-829-1624@ashtonmackenzie.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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

By the way as a blatant appeal to your emotions / heartstrings please hear me when I say my friends are literally being pushed out of Burlington because they have no where to go. Their landlord is ending their lease to give the unit over to a family member of the landlord, who couldn't find anywhere to live on his entry level job wages. My friends are a couple who were about to start a family, a teacher and a cybersecurity professional. They can't afford anywhere in Burlington, or anywhere close to their commute, so it's possible that I'll have to set up a cot in my bedroom for them (we're already very tightly packed in here) and go to war with my condo association to defend their chickens. They've been living in Burlington for just under 15 years and have no where to go. Is this who we are? Is this helping prevent and solve homelessness in Burlington?

I have no idea what on earth could possibly be more important than ending homelessness in Burlington. We need to allow for more infill development, especially up here in the New North End where we have plenty of space for it. The more people who live up here, the cheaper it becomes to provide the infrastructure and therefore the more of the costs to maintain our neighborhood come from us instead of other wards. We need to do our part to provide housing, and it starts with making it possible to build housing in line with what the residents of the city actually need.

Hope you stay warm and safe, neighbors.

Ashton

Ward 7

On 3/20/24 3:26 PM, Ashton MacKenzie wrote:

> Hello City Council!
>
>
> I encourage you to pay attention to the words of the community when we
> expressed the numerous problems stemming from a lack of available
> housing in Burlington. Even people nominally opposed to the
> Neighborhood Code have had to watch loved ones struggle to find housing in Burlington.
>
> If you're tired of watching your neighbors, grandkids, children,
> friends, and other members of the community get pushed out of
> Burlington by a lack of housing supply, I encourage you to support the
> Neighborhood Code without amendments weakening the code.
>

- > Remember - this doesn't mean our neighborhoods will immediately change.
- > All it does is change our zoning so that the most densely built parts
- > of our neighborhoods, like River's Edge, are no longer illegal to
- > build and simply grandfathered in. Existing property owners could more
- > easily put another apartment or granny annex on their plot to allow
- > loved ones to live closer, and addressing the severe housing crisis of our city.
- >
- > I'm tired of seeing my neighbors get pushed out because they can't
- > find somewhere to live, so I'm writing in support of the Neighborhood Code.
- > Please join me in supporting accessible, equitable zoning that helps
- > Burlington become a stronger, more resilient city.
- >
- >
- > Ashton MacKenzie
- >
- > Ward 7
- >
- > 83 Borestone Lane
- >

From: Jason Van Driesche <jason.vandriesche@hey.com>

Sent: Wednesday, March 20, 2024 10:53 AM

To: City Council <citycouncil@burlingtonvt.gov>

Subject: lolberg@burlingtonvt.gov

Some people who received this message don't often get email from jason.vandriesche@hey.com. [Learn why this is important](#)

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

Hello councilors. Brief note to ask you to support the Neighborhood Code next Monday. Please approve it as is, and don't allow any amendments. This is the right step for Burlington.

Thank you.

Jason Van Driesche
129 Caroline Street

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

Lori Olberg

From: Caryn Long <carynlongvt@gmail.com>
Sent: Wednesday, March 20, 2024 6:11 PM
To: Lori Olberg; Zoraya Hightower; Sarah Carpenter; Benjamin Traverse; Joan Shannon; Tim Doherty; Gene Bergman; Joseph Magee; Mark Barlow; Karen Paul; Melo Grant; Ali Dieng
Subject: Save Our Neighborhoods

Some people who received this message don't often get email from carynlongvt@gmail.com. [Learn why this is important](#)

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

Please send Neighborhood Code back to committee. People are still learning about the impact of these zoning changes and they are not happy with them. People do support greater density through gentle infill; they do not support Neighborhood Code as currently written.

On March 12, at the Planning Commission meeting, Commissioner Malone wondered what could have done to get the public involved earlier? She said Neighborhood Code did not draw attention until it went before the council.

For me, a huge wake up call was in January, when I heard 8 or 10 units would be permitted on every city lot. What? In October, at the NPA's, Neighborhood Code was promoted as "gentle infill"- 2, 3 and up to 4 units per lot. No one circled back to inform the public that the number of units had more than doubled. This was not clear even to people following the issue until Neighborhood Code was brought before the Council and the Council voted 11-1 to move it forward even though many admitted they were not up to speed on it.

The Joint Committee approach was used to rush this through, not to do the best work possible. This is a major zoning rewrite and the colorful illustrations were —well — colorful, but highly misleading. Multiple meetings during the holidays made public participation difficult and the most significant changes occurred at the eleventh hour. Neighborhood Code as currently drafted is not worthy of enactment.

On the 12th, while the Planning Commission was discussing the Neighborhood Code Amendments, Commissioner Bradley said that something as "impactful" as changing RL to RM is an "enormous change to people's properties" and that such decisions should go before "all the voters instead of being unilaterally done." This could easily be said of Neighborhood Code as a whole.

Commissioner Bradley also said there would be a "massive change in quality of life" if a big building was put up in the backyard next door. He said he was thinking from an individual perspective even though the Committee was thinking of the city collectively when they developed Neighborhood Code. He asked why are we rushing this through? These major changes realistically should be taken into account. I appreciate Commissioner Bradley's candor.

I get out-of-state callers offering cash for my house. Neighborhood Code will help developers drive families out of town and make homes less affordable.

Best,

Caryn Long

Lori Olberg

From: Kate Kruesi <kkruesi@gmail.com>
Sent: Wednesday, March 20, 2024 6:59 PM
To: City Council
Cc: Lori Olberg
Subject: Please support the Neighborhood Code as proposed

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

I'm a resident of the New North End and support the proposed Neighborhood Code as written. It is such a smart way to fit in a little more housing within our existing lots. Please support what is best for all of Burlington into the future.

Kate Kruesi

77 Oakcrest Dr
Burlington VT 05408
C: 802-558-0501
kkruesi@gmail.com

Lori Olberg

From: Lorinda . <viamew@hotmail.com>
Sent: Thursday, March 21, 2024 9:34 AM
To: City Council
Cc: Lori Olberg
Subject: Neighborhood Code - vote yes!

Some people who received this message don't often get email from viamew@hotmail.com. [Learn why this is important](#)

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

Greetings Council Members --

Thank you for your careful attention to the drafting of the proposed Neighborhood Code, which goes to vote this coming Monday. After review of the wording, I support the passing of this without any additional changes or amendments. I think that it moves us in a positive direction.

Lorinda Button
45 Northshore Drive
Burlington, VT
802-299-5250

Lori Olberg

From: Paul Bierman <paulrbierman@gmail.com>
Sent: Thursday, March 21, 2024 9:39 AM
To: Lori Olberg
Cc: Caryn Long
Subject: Re: Petition
Attachments: Petition_Send_NC_back_3_21.pdf

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

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

Hi Lori,

Not sure if you have posted yet - many more people have signed overnight. I attach an updated version if you can use it. No problem if you can't.

Thank you.

p

On Mar 21, 2

024, at 8:11 AM, Paul Bierman <paulrbierman@gmail.com> wrote:

Thank you Lori. P
Sent from my iPhone

On Mar 21, 2024, at 6:56 AM, Lori Olberg <lolberg@burlingtonvt.gov> wrote:

Receipt confirmed Paul.

From: Paul Bierman <paulrbierman@gmail.com>
Sent: Wednesday, March 20, 2024 3:42 PM
To: Lori Olberg <lolberg@burlingtonvt.gov>
Cc: Caryn Long <carynlongvt@gmail.com>
Subject: Petition

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

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

Hi Lori,

Caryn Long (cc'd so she is aware of this submission) asked me to send the current list of Burlington Citizens who signed an on-line petition. This is for inclusion in the

notes/packet/agenda for the Council meeting on March 25th to discuss the Neighborhood Code.

At that meeting, someone will present the most up to date list which will have additional names gathered between then and now.

Thank you for including this in the record. Please confirm receipt. It is a PDF document with the petition text and 154 signatures.

All the best,
Paul Bierman
www.paulbierman.net

Author of
When the Ice is Gone (Norton, 2024)
Geology and the Environment (Cengage, 8e, 2024)
Key Concepts in Geomorphology (Freeman, 2e 2020)

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

Paul Bierman, Professor
(he, him, his)
Fellow, Gund Institute for Environment
Rubenstein School of the Environment and Natural Resources
University of Vermont
Delehanty Hall, 180 Colchester Ave
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pbierman@uvm.edu
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www.campcentury.org
www.paulbierman.net

Author of
When the Ice is Gone (Norton, 2024)
Geology and the Environment (Cengage, 8e, 2024)
Key Concepts in Geomorphology (Freeman, 2e 2020)

Neighborhood Code - we must do better

B *I* U  

Diverse additional housing options are needed in Burlington to provide homes for all. However, [Neighborhood Code](#), which is up for a vote by the City Council on March 25th, will dramatically change the fabric of Burlington neighborhoods, ignores increases in stormwater run-off, and does little to increase affordability.

Developers will be able to construct 8 or even 10 units of housing in two buildings on most lots in Burlington neighborhoods. The proposal will increase allowable lot coverage (by at least 30% and by as much as 70% depending on the neighborhood) with no assurance of affordability.

Neighborhood Code contradicts [PlanBTV](#) which requires that Residential Neighborhoods be sustained through "small and incremental change that is consistent with the existing development pattern, building scale, and neighborhood character."

Neighborhood code thus violates [Vermont state statute 24 V.S.A. § 4441](#) that requires that any zoning amendment "conforms with or furthers the goals and policies contained in the municipal plan".

We the undersigned ask that the City Council return Neighborhood Code to the Planning Commission and the Ordinance Committee for further necessary revision until it is consistent with PlanBTV while at the same time expanding diverse housing opportunities, increasing housing affordability, protecting the environment, and acknowledging the need to consider the limits of existing infrastructure and the on-going climate crisis.



Timestamp	Your full name	Your full address	Your ward NUMBER (if you know it)	
3/18/2024 16:29:48	Aimee I. Gaffney	13 Grey Meadow Drive, Burlington, Vt 05408	4	1
3/15/2024 21:18:27	Alexander C Johnston	148 Loomis Street	1	2
3/17/2024 19:35:08	Alexander Friend	53 Henry Street	1	3
3/19/2024 16:05:54	Alia Liberatore	78 Harrison Ave Burlington VT 05401	5	4
3/16/2024 23:04:44	Allyn B. Petit	51 High Grive Court, Burlington	1	5
3/20/2024 17:57:30	alyson rilwy	133 nottingham lane burlington vt 05408	4	6
3/17/2024 16:55:25	Amy Demarest	16 Wilson Street	1	7
3/16/2024 7:35:49	Amy Mentess	462 S Willard Street	6	8
3/18/2024 22:58:07	Andrea Rogers (Andrea Rogers Hall)	387 So Union St.	6	9
3/18/2024 15:06:22	Ann Kalinoski	105 Lori Lane Burlington VT 05408	7	10
3/19/2024 17:14:04	Ann Rathbone	120 Robinson Pkwy, Burlington, VT 05401	6	11
3/17/2024 8:32:05	Ann Vivian	127 Mansfield Ave	1	12
3/16/2024 14:34:33	Anna Drummond	64 North Prospect St	1	13
3/18/2024 19:19:08	Anne Allen	270 Redrock Drive 05401	5	14
3/18/2024 12:47:55	Anne Geroski	545 South Prospect St, Burlington, VT	6	15
3/19/2024 18:33:48	Anne M. Barbano	45 Cliff St Burlington VT	6	16
3/15/2024 16:36:29	Barbara Wager	54 Brookes Avenue	1	17
3/19/2024 7:24:20	Barry Mansfield	74 Bilodeau Court	1	18
3/19/2024 18:10:18	Brenda M Owre	43 Fletcher Place, Burlington, VT. 05401	1	19
3/21/2024 8:54:17	Brooke Hadwen	42 Southwind Dr, Burlington Vt 05401	5	20
3/18/2024 16:05:45	Bruce Allis	35 Wright Ave ,Burlington vt	5	21
3/15/2024 22:12:33	Carolyn hanson	118 spruce st	6	22
3/15/2024 11:59:04	Caryn Long	55 Henry Street	1	23
3/18/2024 22:04:18	Catherine Bock	175A North Prospect Street, Burlington VT 05401	1	24
3/16/2024 10:24:31	Cecilia Redmond	47 High Grove Court	1	25
3/17/2024 15:00:10	Chelsey Pope Tallman	20 Central Ave	5	26
3/20/2024 18:58:20	Christine Hayner	236 South Prospect Street Unit 9 Burlington VT	6	27
3/15/2024 12:46:05	Christine Massey	86 Brookes Ave	1	28
3/18/2024 19:01:44	Claudia Moore	34 Scarff Avenue	5	29
3/18/2024 18:06:27	Collin Freiheit	48 Henry St, Burlington, VT 05401	1	30
3/20/2024 9:10:37	Cory sibal	701 dosey st, south burlington ,vt	NA	31
3/18/2024 12:44:01	Cynthia Cook	166 East Ave, Burlington, VT 05401	1	32
3/18/2024 12:03:23	Dale Wadhams	401 S Union St	6	33
3/18/2024 15:55:01	Dana Sicard	56 Wright Ave Burlington VT 05401	5	34
3/20/2024 22:33:27	Daniel Weise	21 Revere court Burlington,VT 05408	7	35
3/20/2024 18:06:06	Daniela Vaskova	13 Crombie St, 05401 Burlington	4	36
3/20/2024 13:21:35	david pechenick	40 prospect hill, Burlington 05401	1	37
3/18/2024 13:08:53	David Wark	190 Jackson Ct	8	38
3/18/2024 19:14:16	Deborah Davis Marshall	67/69 wright Ave. Burlington, VT	5	39
3/18/2024 18:33:30	Debra Roseman	88 South Union Street / Unit B, zburlington	8	40

3/18/2024 13:09:45	Debra Wark	190 Jackson Ct.	8	41
3/20/2024 18:27:35	Deydre Macnow	17 Prospect Hill, Burlington, VT 05401	1	42
3/18/2024 15:46:15	Diane Freiheit	14 Central Avenue, Burlington, VT	5	43
3/19/2024 10:21:47	Diane Gayer	21 Redstone Terrace, Burlington VT	6	44
3/16/2024 14:31:50	Douglas R Viehmann	127 Mansfield Ave	1	45
3/16/2024 7:06:05	Dr. Martha Lang	138 Colchester Ave.	1	46
3/19/2024 16:52:13	Dunbar Oehmig	230 Loomis Street	1	47
3/17/2024 19:27:48	Eamon Friend	42 Decatur St, Burlington VT	2	48
3/18/2024 13:44:53	Elinore Standard	81 South Williams Street	8	49
3/16/2024 8:11:45	Elisabeth Podesta	144 North Willard Street	1	50
3/18/2024 19:10:03	Elizabeth Clayton	90 Caroline St. Burlington	5	51
3/18/2024 16:58:17	Elizabeth Morgan	27 Henderson Terrace	6	52
3/18/2024 15:22:01	Elzy Wick	15 Mountview Ct Burlington, VT 05401	6	53
3/18/2024 15:05:22	Emily Wadhams	597 So Prospect St, Burlington, VT 05401	6	54
3/20/2024 21:25:29	Erhard Mahnke	60 Grove St., Burlington, VT	1	55
3/20/2024 7:19:09	Eric Strong	33 Prospect Hill	1	56
3/17/2024 10:47:22	Evan Goldsmith	229 Loomis st, Burlington	1	57
3/20/2024 16:57:22	Francine Cohen	57 Hoover Street	6	58
3/17/2024 16:56:47	Frederick Magdoff	16 Wilson Street	1	59
3/19/2024 12:10:58	Gaelen Kilburn	230 Loomis st. Burlington, VT 05401	1	60
3/18/2024 16:52:30	Gary C. Widrick	13 Grey Meadow Drive	4	61
3/18/2024 17:22:11	Ginny McGrath	21 Thibault Parkway	1	62
3/18/2024 11:05:00	Glenn McRae	131 Mansfield Avenue	1	63
3/15/2024 21:10:53	Greta Spottswood	26 Henry St.	1	64
3/16/2024 0:42:38	Holly Pedrini	72A N. Prospect St.	1	65
3/18/2024 13:26:05	Jack Mentes	462 S Willard St Burlington VT	6	66
3/20/2024 12:17:23	Jackie Levine	21 Scarff Ave, Burlington, VT 05401	5	67
3/16/2024 12:09:42	James Byrne	47 High Grove Court, Burlington, Vermont 05401	1	68
3/20/2024 13:42:35	Jamie strotmeyer	81 Henry street	1	69
3/18/2024 16:05:59	Janet Kilburn	230 Loomis Street, Burlington	1	70
3/17/2024 17:59:10	Jay Ashman	545 South Prospect St. Unit 39	6	71
3/20/2024 21:05:50	Jean Waltz	32 Cedar St, Burlington, VT 05402	2	72
3/18/2024 10:33:07	Jeanne Keller	27 Bilodeau Pkwy	1	73
3/20/2024 21:24:31	Jeff Wick	15 Mountview Court	6	74
3/17/2024 13:23:49	Jennifer Green	77 Mansfield Avenue	1	75
3/20/2024 15:09:09	Jennifer Watkins	99 Loaldo Drive	4	76
3/18/2024 13:53:44	Jenny Grosvenor	35 Wilson Street, Burlington, VT 05401	1	77
3/16/2024 15:08:53	Joanne Tetsill	237 Loomis St	1	78
3/16/2024 15:12:08	Jocelyn Cronin	17 Booth Street	2	79
3/20/2024 8:01:25	John C. Drake	37 Bilodeau Ct., Burlington, VT	1	80
3/18/2024 11:59:45	John Wadhams	401 S Union St	6	81
3/17/2024 10:44:47	Judith L. Satinsky	58A Wright Avenue, Burlington, VT 05401	5	82
3/18/2024 11:01:26	Julie Senesac	47 Bittersweet Lane	5	83
3/18/2024 14:54:11	Julie Springer	29 Wilson Street	1	84

3/20/2024 9:28:02	Julie Wasserman	33 Prospect Hill, Burlington VT 05401	1	85
3/18/2024 15:57:50	karen dawson	58 Wright Ave	5	86
3/17/2024 13:08:35	Kate McDowell	170 Dale Rd	4	87
3/18/2024 17:55:12	Kate pasture	16 Wilson street, Burlington, VT	1	88
3/16/2024 21:09:27	Kate Strotmeyer	81 Henry St	1	89
3/20/2024 10:09:51	Katherine Verman	522 North Street, Burlington	1	90
3/18/2024 9:49:48	Kathleen Baldwin	132 North Prospect St Burlington VT 05401	1	91
3/16/2024 17:05:35	Kathleen Donohue	96 Henry St, Burlington, VT	1	92
3/17/2024 16:21:02	Kathleen Olwell	136 N. Prospect St.	1	93
3/20/2024 11:39:04	Kathryn Cartularo	88 Robinson Parkway	6	94
3/15/2024 16:48:22	Kathy Neilsen	25 Wilson Street	1	95
3/17/2024 8:39:02	Katie Lay	434 North Street, Burlington, VT 05401	1	96
3/18/2024 21:07:04	Kenneth R Sicard	79 Central Ave Burlington VT 05401	5	97
3/18/2024 10:24:23	Kimberly Price	146 N. Prospect Street Burlington VT 05401	1	98
3/18/2024 13:29:02	Laura Standard	22 Wilson Street, Burlington, VT 05401	1	99
3/18/2024 22:31:37	Linda Berlin	125 Robinson Pkwy., Burlington, VT 05401	6	100
3/17/2024 10:46:13	Lindsay goldsmith	229 Loomis st, Burlington	1	101
3/17/2024 12:12:45	Linsey Brunner	53 Harrison Ave, Burlington VT 05401	5	102
3/16/2024 20:30:33	Lisa k Lax	42 Thibault. Pkwy	1	103
3/16/2024 5:44:30	Madeleine Posig	87 Hungerford Terrace	8	104
3/17/2024 12:04:06	Margaret C Conant	69 Mansfield Ave	1	105
3/20/2024 9:23:25	Margaret McNeil	81Ferguson Ave	5	106
3/17/2024 18:05:17	Marguerite Ashman	545 South Prospect St., Unit 39, Burlington, VT 05401	6	107
3/19/2024 14:44:28	Maribeth Long	24 Elm Terrace #1	6	108
3/19/2024 12:59:33	MARK STEPHENSON	2 Tower Terrace	6	109
3/21/2024 8:30:56	Mary Charlebois	56 SOUTH STREET	6	110
3/20/2024 12:55:43	Mary Elizabeth McNeil	304 Redrock Dr Burlington, Vermont 05401	5	111
3/19/2024 18:05:25	Mary Ellen Howrigan	135 Robinson Pkwy	6	112
3/18/2024 15:08:59	Mary Grinnell	93 Robinson Parkway Burlington, Vermont	6	113
3/17/2024 19:14:46	Mary Moynihan	53 Henry Street	1	114
3/18/2024 21:55:39	Matthew J. Moore	82 Henry Street, Burlington, VT	1	115
3/19/2024 10:06:40	Maureen McNeil	81 Ferguson Ave, Burlington, VT 05401	5	116
3/20/2024 22:57:58	Maureen T. Fry	57-59 Lakeside Ave, Burlington VT 05401	5	117
3/16/2024 13:21:54	Maxine Dudek	30 Henry St	1	118
3/19/2024 11:52:52	Mica DeAngelis	74 Bilodeau Ct, Burlington	1	119
3/15/2024 11:58:34	Michael Long	55 Henry Street	1	120
3/16/2024 14:41:53	Michelle Everleth	234 Loomis St Burlington VT	1	121
3/18/2024 15:52:27	Molly Purvis	28 central ave Burlington VT 05401	5	122
3/19/2024 8:59:05	Monika Ivancic	24 Brandywine St., Burlington, VT 05408	7	123
3/17/2024 17:16:45	Nancy Kirby	339 colchestr avenue	1	124
3/16/2024 16:36:50	Nick Molander	17 booth street	2	125
3/20/2024 13:25:16	Nico Perdrial	22 lafountain st	2	126
3/16/2024 21:40:04	Nikola Gorcikova	237 Loomis St	1	127
3/17/2024 22:45:43	Norman ward	832 S Prospect St	6	128
3/16/2024 15:14:31	Pamela Moreau	61 Henry Street	1	129
3/18/2024 13:13:38	Patricia King	832 South Prospect St	6	130
3/15/2024 11:09:37	Paul Bierman	86 Brookes Ave	1	131

3/17/2024 11:07:31	Paul Wallace	53 lakeside Avenue	5	132
3/19/2024 21:19:44	Peter Miller	25 Harbor Watch Road, Burlington, VT 05401	5	133
3/19/2024 6:42:47	Phyllis Palmer	112 Curtis Ave	4	134
3/16/2024 17:41:41	Raquel Aronhime	73 Mansfield Ave	1	135
3/18/2024 15:49:32	Rebecca Galvin	67 Wright Ave	5	136
3/17/2024 11:13:01	Rebecca Wallace	53 Lakeside Avenue	5	137
3/20/2024 18:29:52	Renate Adamowicz	35 Spruce St. Burlington, VT 05401	6	138
3/16/2024 15:59:14	Rhonda Kost	44 Brookes Ave	1	139
3/16/2024 17:06:06	Rich Price	146 N Prospect St	1	140
3/17/2024 13:26:06	Richard D. Hecht	235 Loomis Street, Burlington, VT 05401	1	141
3/18/2024 22:29:37	Robert Fardelmann	125 Robinson Pkwy., Burlington, VT 05401	6	142
3/17/2024 15:27:57	Robert K. Butani	31 FLETCHER PL	1	143
3/20/2024 22:17:11	Roberto Fitzgerald	17 Prospect Hill	1	144
3/15/2024 21:17:11	Ronald Wanamaker	462 S. Willard St.	6	145
3/20/2024 8:01:25	Ruth E. Drake	37 Bilodeau Ct., Burlington, VT	1	146
3/18/2024 10:54:05	Sam Standard	22 Wilson St., Burlington, VT 05401	1	147
3/16/2024 20:14:16	Sandy Wynne	137 Mansfield Ave, Burlington VT 05401	1	148
3/19/2024 17:12:53	Sara Anderson	78 Harrison Ave Burlington, Vermont 05401	5	149
3/17/2024 10:47:58	Scott A Tobias	73 Mansfield Ave	1	150
3/18/2024 14:32:15	scott d Baldwin	132 North Prospect	1	151
3/18/2024 14:05:28	Scott K. Springer	29 Wilson Street, Burlington, VT 05401	1	152
3/15/2024 18:07:39	Scott W Connolly	54 Brookes Ave	1	153
3/18/2024 11:00:54	Scott W Richards	96 Henry St, Burlington VT	1	154
3/17/2024 10:43:44	Sharon Panitch	235 Loomis St, Burlington 05401	1	155
3/16/2024 14:43:45	Stephen Trull	234 Loomis St burlington vt 05401	1	156
3/17/2024 10:45:09	Stephen W Conant	69 Mansfield ave	1	157
3/17/2024 16:02:47	Susan Butani	31 Fletcher Place	1	158
3/18/2024 21:15:09	Susie Moakley	82 Henry Street, Burlington, VT 05401	1	159
3/20/2024 17:58:23	Suzanne LeGault-Bouton	36 Dunder Rd	5	160
3/17/2024 15:03:01	Suzanne Stimik	24 Dunder rd Burlington vt	5	161
3/18/2024 9:44:53	Thomas Anton Freiheit	14 Central Ave	5	162
3/16/2024 22:59:29	Thomas C Buck	61 Henry Street	1	163
3/20/2024 13:02:53	Valerie Esposito	75 Henry St., Burlington VT	1	164
3/16/2024 15:19:26	Valerie Racine	38 Latham Court	2	165
3/17/2024 22:16:31	W. Greg Hancock	69 Henry St, Burlington VT	1	166
3/19/2024 6:41:40	Wallace R Elliott	112 Curtis Ave	4	167
3/16/2024 13:35:53	William Neilsen	25 Wilson Street, Burlington, Vermont	1	168



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM

TO: License Committee/City Council

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

DATE: March 20th, 2024

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

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

Request

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

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

Overview

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

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

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

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

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

Recommendation

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

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

Attachment

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

Motions:

License Committee:

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

City Council:

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

An Equal Opportunity Employer

This material is available in alternative formats for persons with disabilities. To request an accommodation, please call 802.863.9094 (voice) or 802.863.0450 (TTY).



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

EX-A

DPW ENCUMBRANCE RECOMMENDATION FORM

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

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

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

YES []

NO ☒

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

YES []

NO ☒

3. Additional Comments: _____

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

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

YES []

NO []

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

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

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

Approved: Yes ☒ No []

If no, reason: _____

Signature: Caleb Manna

Date: 3/1/2024

SECOND AMENDMENT TO
CONSTRUCTION ENCUMBRANCE LICENSE AGREEMENT

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

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

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

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

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

CITY

CPP

By: _____
_____, Mayor

By: _____
David C. Farrington, Member

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

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

Background

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

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

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

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

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

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

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

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

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

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

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

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

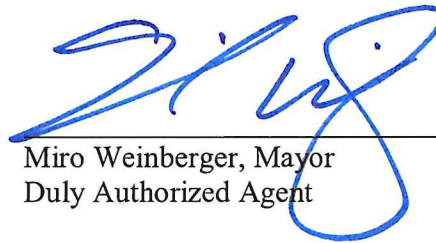
maintained and placed exactly as described in the plan approved by the Department of Public Works, which is attached hereto as Attachment C.

5. Except as specifically amended by the terms of this First Amendment, the Agreement remains in full force and effect. Unless specifically defined in this First Amendment, all terms shall have the meanings contained in the Agreement.

IN WITNESS WHEREOF, this First Amendment is executed as of the day and date first above written.

CITY OF BURLINGTON, VERMONT

By:



Miro Weinberger, Mayor
Duly Authorized Agent

CityPlace Partners

By:



Duly Authorized Agent

DAVID C FARRINGTON JR
(Print Name and Position)

CONSTRUCTION ENCUMBRANCE LICENSE AGREEMENT

CityPlace Partners, LLC
110 Main Street, Burlington, VT

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

1. RECITALS

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

2. EFFECTIVE DATE AND TERM

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

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

3. DEFINITIONS

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

4. GRANT OF LICENSE

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

5. LICENSE CONDITIONS

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

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

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

6. PAYMENT FOR LICENSE

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

7. INSURANCE

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

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

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

8. INDEMNIFICATION

The Licensee shall indemnify, defend, and hold harmless the City and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Licensee's acts and/or omissions, and the acts and/or omissions of Licensee's contractors and subcontractors under this Agreement. If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Licensee in writing that a claim to which the indemnification provision may apply has been filed. Licensee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Licensee or any third party.

9. RESPONSIBILITY FOR SUPERVISION:

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

10. PUBLIC RELATIONS:

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

11. PERMITS

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

12. NUISANCES PROHIBITED

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

13. INSPECTION OF WORK:

The City shall, at all times, have access to the Premises for the purposes of inspection and the Licensee shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Licensee shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Licensee.

14. ASSIGNMENT OF RIGHTS

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

15. LIMITATION OF RIGHTS

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

16. WAIVER

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

17. ENTIRE AGREEMENT

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

18. MODIFICATION

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

19. THIRD PARTY BENEFICIARIES

This Agreement does not confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any right for such third parties.

20. ATTACHMENTS

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

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

21. ORDER OF PRECEDENT

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

— *Signature Page Follows* —

22. SIGNATURE PAGE

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

The Parties hereto have executed this Agreement

LICENSEE
Dave Farrington
CityPlace Partners, LLC

By: _____

DCF2

Dave Farrington

Date: _____

10/31/22

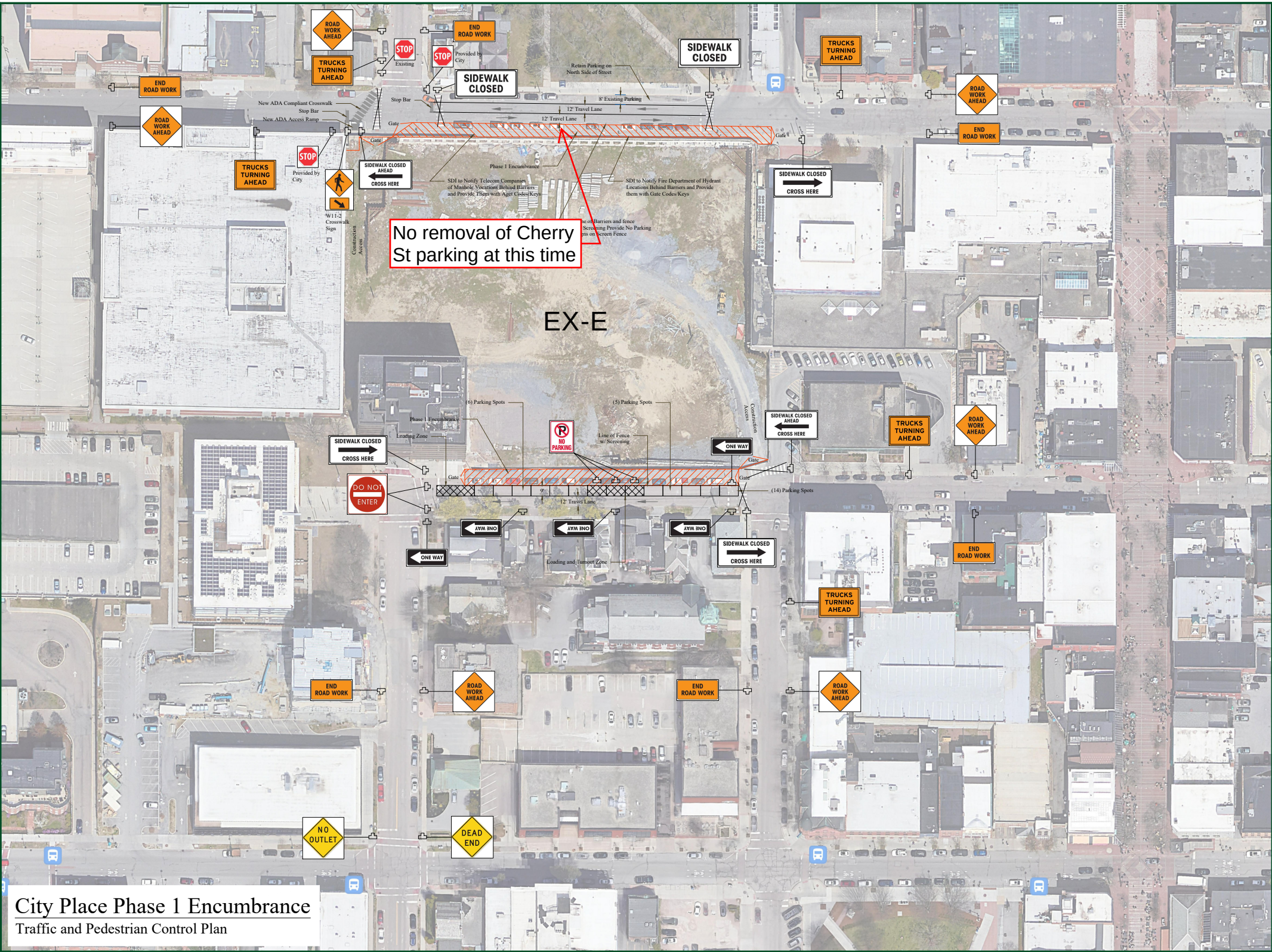
CITY OF BURLINGTON
Mayor Miro Weinberger

By: _____

[Signature]
Mayor Miro Weinberger
Duly Authorized

Date: _____

10/26/22





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

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

Legend:

Approval Stamp:

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

☐ Approved

☐ Approved as Noted

☐ Approved as Noted (Resubmit for Record)

☐ Revise and Resubmit

By: _____ (Signature) Date: _____

By: _____ (Please Print)

Company: _____

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

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

Project Name: City Place Burlington

Project Location: Burlington, VT

Drawing Title: Ph 1 Traffic Control Plan

Job #: _____ Date: 02/14/23

Scale: N.T.S. Page: 353 of 731



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
FROM: Samantha Dunn, Asst. Director for Community Works, CEDO
DATE: March 25, 2024
CC: Brian Pine, Director, CEDO
Meagan Tuttle, Director, OCP
Charles Dillard, Senior Planner, OCP
Chapin Spencer, Director, DPW
RE: Request to Execute a Contract with Utile for the South End
Coordinated Redevelopment Public Realm Design

Request:

The Community & Economic Development Office (“CEDO”) in cooperation with the Office of City Planning (OCP) and Department of Public Works (DPW) is requesting Board of Finance and City Council approval and authorization to enter into a contract with Utile for design services to advance the public realm design for the coordinated redevelopment of 68 Sears Lane, 125 Lakeside and 175 Lakeside.

Background:

In July 24 2023, City Council unanimously approved the South End Innovation District (SEID) zoning amendment, which was developed with the intent to promote a vibrant urban district with a mix of uses, including hundreds of new homes and neighbors coexisting with new spaces for arts, light manufacturing and other commercial uses. The SEID covers 14 acres vacant or underutilized parcels on the west side of Pine Street between Howard Street and Sears Lane, including the City-owned 68 Sears Lane parcel.

In December 2023, Board of Finance and City Council approved acceptance of the ACCD Community Partnership for Neighborhood Development Grant award to the City for \$133,000 for the conceptual design of the public realm (including mobility hub(s) across the three

parcels being studied for coordinated redevelopment (68 Sears Lane, 125 Lakeside and 175 Lakeside).

Earlier this month (March 11, 2024) the City Council unanimously approved the Predevelopment Agreement between the City, Ride Your Bike, LLC and Champlain College.

This conceptual design work is intended to position the City in coordination with MOU partners to apply for joint PUD master plan application and additional funding for 100% design and/or construction of the public realm components of the coordinated redevelopment area.

Procurement

We received one response to our Request for Proposals which was posted on the City website and sent directly to eight potential firms. The one proposal received meets all of the RFP requirements and while led by Utile, includes four other design firms (Stantec, SE Group, Offshoots, and Waite-Heindel Environmental).

Funding

This work will be funded by the Community Partnership for Neighborhood Development Grant awarded to the City.

Attachments

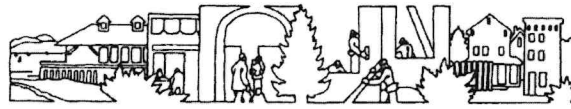
1. Draft Contract
2. Community Partnership for Neighborhood Development Grant Acceptance Resolution
3. South End Coordinated Redevelopment Pre-Development Resolution

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to execute the contract with Utile for the design of the public realm elements of the South End Coordinated Redevelopment, with a cost up to \$133,000 subject to final review and approval by the City Attorney's Office.

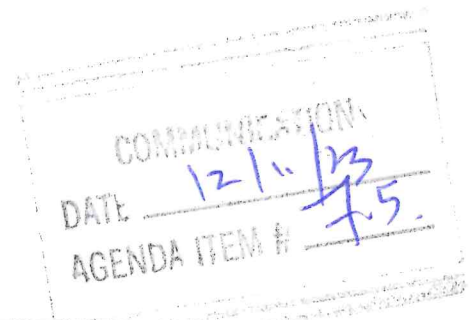
City Council Motion:

To approve and authorize the Director of the Community & Economic Development Office to execute the contract with Utile for the design of the public realm elements of the South End Coordinated Redevelopment, with a cost up to \$133,000 subject to final review and approval by the City Attorney's Office.



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

FROM: Samantha Dunn, Asst. Director for Community Works, CEDO
Brian Pine, Director, CEDO

DATE: December 4 and December 11, 2023

CC: Meagan Tuttle, Director, OCP
Charles Dillard, Senior Planner, OCP
Chapin Spencer, Director, DPW

RE: Community Partnership for Neighborhood Development
Grant Acceptance

At their meeting of 12/11/23
the Burlington City Council voted to
approve the motion
as written

Request:

The Community & Economic Development Office ("CEDO") in cooperation with the Office of City Planning (OCP) and Department of Public Works (DPW) is requesting that the Board of Finance and City Council approve and authorize the acceptance of a Vermont Agency of Commerce and Community Development (ACCD) Community Partnership for Neighborhood Development grant funds for South End Innovation District Neighborhood Planning. The grant amount is \$133,000 with no local match. The Grant funds will be used for conceptual design of public realm elements of the coordinated redevelopment at 68 Sears Lane, 125 Lakeside Avenue, and 175 Lakeside Avenue.

Background:

In July 24 2023, City Council unanimously approved the South End Innovation District (SEID) zoning amendment, which was developed with the intent to promote a vibrant urban district with a mix of uses, including hundreds of new homes and neighbors coexisting with new spaces for arts, light manufacturing and other commercial uses. The SEID covers 14 vacant or underutilized parcels on the west side of Pine Street between Howard Street and Sears Lane, including the City-owned 68 Sears Lane parcel.

In anticipation of this Zoning Amendment, on January 31, 2023 the Administration entered into

a Memorandum of Understanding (MOU) with the owners of land parcels neighboring City-owned property in the South End: Champlain College, owners of 175 Lakeside Avenue, and Ride Your Bike, LLC, owners of 125 Lakeside Avenue – which is being developed by the same developers as the nearby Hula Lakeside. The purpose of the MOU is to facilitate a conceptual design and framework for the coordinated redevelopment of the parcels resulting in a vibrant, sustainable, and accessible mixed-use neighborhood. The MOU creates a framework for a collaborative and efficient planning process for multiple independently owned sites, with the goal of informing a future Development Agreement. Any future development agreements would be subject to Council approval. You can see the executed MOU [here](#).

Much of the work outlined in the MOU is being funded by the Chittenden County Regional Planning Commission through FHWA/FTA consolidated metropolitan (PL) funds that flow through the Regional Planning Commission. The 20% match required for this planning work is being split three ways between the City of Burlington, Ride Your Bike and Champlain College. You can read more about the South End Coordinated Redevelopment [here](#).

These ACCD grant funds will allow the City to procure design services for conceptual design of:

- Streetscape - Public rights of way, including streets and multi-use car-free paths within the coordinated redevelopment area, incorporating spaces for walking, cycling, green stormwater infrastructure, furniture, wayfinding and other elements as needed;
- 68 Sears Lane – Conceptual site design of the City-owned property including potential building typologies and locations, open spaces, paths, stormwater infrastructure and other elements as needed; and
- Mobility Hub: - the mobility hub will explore the following components: secure, indoor bicycle parking facility for residents and visitors, including locker and shower facilities; indoor transit amenities, including shelter; wayfinding; car share bank; rooftop uses such as open space or agricultural uses; and car parking for SEID residents and visitors. The Mobility Hub conceptual design will explore opportunities to facilitate increased transit ridership to and from the SEID, as well as to provide on-site amenities for a future light- or commuter-rail facility adjacent to the subject properties.

This conceptual design work is intended to position the City in coordination with MOU partners to apply for additional funding for 100% design and/or construction of the public realm components of coordinated redevelopment area.

The City's application for the Community Partnership for Neighborhood Development Grant Acceptance was for \$300,000 and included additional activities such as funding for legal services, development financing technical assistance, and an artist live/work market study. (You can see the full, proposed scope, [here](#).) The City received a partial funding award and was directed by ACCD to focus the funding on the public realm and mobility hub conceptual design services. The other proposed activities are unfunded at this time and will not occur

until funding is available.

Funding

This work will be funded by the Community Partnership for Neighborhood Development Grant.

Attachments

1. ACCD Award Letter
2. Grant Award Conditions and Acknowledgements Form
3. Standard State Provisions for Contracts and Grants
4. Project Description and Budget

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to execute the Grant Award Conditions and Acknowledgements Form from the Agency of Commerce and Community Development (ACCD) for the conceptual design of the public realm elements of the South End Coordinated Redevelopment area and to accept and execute a reimbursable grant with ACCD, in an amount up to \$133,000 and further authorize the upfront expenditure of such grant funds on the condition that such grant funds are reimbursed pursuant to the grant terms, subject to final review and approval by the City Attorney's Office.



City Council Motion:

To approve and authorize the Director of the Community & Economic Development Office to execute the Grant Award Conditions and Acknowledgements Form from the Agency of Commerce and Community Development (ACCD) for the conceptual design of the public realm elements of the South End Coordinated Redevelopment area and to accept and execute a reimbursable grant with ACCD, in an amount up to \$133,000 and further authorize the upfront expenditure of such grant funds on the condition that such grant funds are reimbursed pursuant to the grant terms, subject to final review and approval by the City Attorney's Office.

CITY OF BURLINGTON
DRAFT CONSULTANT CONTRACT

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington (“the **City**”), a Vermont municipal corporation with a principal address of 149 Church Street, Burlington, VT 05401, and Utile, Inc. (the “**Consultant**”), a Massachusetts corporation located at 115 Kingston Street, Boston, MA 02111.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. “Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. “Party”** means the City or Consultant, and “Parties” means the City and Consultant.
- D. “Project”** means the South End Coordinated Development Public Realm Design Architecture and Engineering Services.
- 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.

Purpose. The City seeks to employ the Consultant to assist in the development of the public realm design for multiple components of the South End Coordinated Redevelopment project as described in Attachment A – Request for Proposals.

3. EFFECTIVE DATE & TERM

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

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

- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire upon the later of December 31, 2024 or completion of the Consultant's obligations to the City's reasonable satisfaction.
- C.** Notwithstanding anything to the contrary in this Contract, provisions hereof for indemnification and defense of the City by the Consultant shall survive termination hereof.

4. SCOPE OF WORK

The Consultant shall perform the services described in the Request for Proposals, dated, February 20, 2024, and attached as Attachment A, to the reasonable satisfaction of the CEDO Director or designee. Services shall be performed as described in Attachment B, the Consultant's Proposal dated March 15, 2024, except to the extent of any conflict with any other provision of this Contract or with the reasonable directions of the CEDO Director or designee.

5. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Consultant for completion of the Work in accordance with Attachment A and at hourly rates set forth in Attachment B, for a total amount not to exceed **\$129,912.00**.

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

- B. Payment Schedule.** The City shall pay the Consultant in the manner and at such times as set forth in the Contract Documents. The City seeks to make payment within thirty (30) days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.
- C. Maximum Limiting Amount.** The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of **\$129,912.00**. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.
- D. Invoice.** Consultant shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Samantha Dunn
Community & Economic Development
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. Consultant shall not be entitled to payment under this Contract without providing sufficient backup documentation satisfactory to the City.

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

Attachment A: Request for Proposals, dated, February 20, 2024

Attachment B: Proposal, dated March 15, 2024

Attachment C: Burlington Standard Contract Conditions for Consultants

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Consultant's Certificate of Insurance

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

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

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

**Consultant
Utile, Inc.**

By: _____
Tim Love, Principal

Date: _____

**City of Burlington
Community & Economic Development Office**

By: _____
Brian Pine
Director

Date: _____

Attachment A:
Request for Proposals, dated February 20, 2024

DRAFT



City Hall, 3rd Floor
149 Church Street
Burlington, VT 05401
www.burlingtonvt.gov/cityplanning
www.burlingtonvt.gov/cedo

Request for Proposals (RFP) for Professional Design Services South End Coordinated Development – Public Realm Design

The City of Burlington is seeking the services of a qualified professional(s) or firm(s) to complete conceptual design work for the South End Coordinated Redevelopment as funded by the Community Partnership for Neighborhood Development Grant.

Date of Issue: February 20, 2024

Proposal Deadline: March 15, 2024

Questions & Submissions submitted to:

Samantha Dunn
sdunn@burlingtonvt.gov
(802) 865-7194

I. Background

The [South End Innovation District](#) Overlay (SEID) is intended to facilitate the redevelopment of a core area of the South End's Enterprise-Light Manufacturing (ELM) district. The vision for this overlay is based in [planBTV: South End](#) and calls for transforming the area's surface parking lots and contaminated and underutilized sites into an accessible, mixed-use hub of economic activity that provides opportunities for enhanced multimodal transportation options in the area and draws on both the South End's legacy of manufacturing and arts as well as its burgeoning office and innovation sector.

Since planBTV: South End's adoption, the City has continued to experience a multi-faceted housing crisis. The lack of housing availability is among the highest priority issues for many residents **and business owners. In the South End, historically the economic development/employment hub of the City, the lack of housing was cited by employers as the primary hiring impediment in a burgeoning innovation market.**, including for the South End's artists, makers, office workers, and other businesses. Acknowledging this crisis, representatives from HULA, a business incubator within the SEID, requested that the City consider a zoning amendment to allow housing in a core area of the ELM. Following early discussions with the Commission, the opportunity to allow housing in a portion of the ELM through the creation of this Overlay was included as a priority strategy in the city's 2021 Housing Action Plan.

The resulting SEID overlay enables the creation of housing and a wide range of commercial uses, prioritizing those arts, manufacturing, and office uses that define the character of the South End today.

The SEID overlay is intended to facilitate the development of a vibrant, sustainable and walkable mixed-use urban district that reduces the need for residents and employees to drive while supporting the continued growth and sustainability of the South End's arts and innovation economy and also provides access to housing.

Project Area:
125 Lakeside Avenue and 68 Sears Lane

The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact the City Planning department or 711 if you are hearing or speech impaired.

Concurrent to the creation and public approval process for the SEID, Ride Your Bike (RYB) and the City of Burlington have initiated discussions in the interest of facilitating a coordinated redevelopment of RYB-owned 125 Lakeside Avenue (125LSA) and the city-owned parcel at 68 Sears Lane. The city-owned parcel has long been considered as a potential multi-modal transit center site. These two parcels, approximately 12 acres in size, represent a considerable development opportunity within the SEID. Preliminary development analyses for the two parcels anticipate that approximately 1,000+ new homes and over 200,000 square feet dedicated to office, artist, manufacturing and other non-residential uses could be accommodated on the sites. The successful implementation of a project at 125 LSA and 68 Sears Lane is an historic opportunity to ease the city's housing crisis, solidify its economic foundation, and foster the unique character of the South End, all in a way that reduces transportation demand and addresses climate change and equity.

175 Lakeside Avenue

Champlain College is the owner of 175 Lakeside Avenue (175LSA), a 3.65-acre parcel located directly east of 125LSA. The Property contains a 3-level, 36,000 building which is used by the College for both academic and operational purposes. The parcel also contains surface parking for approximately 270 vehicles which serves as the primary remote parking location for college faculty, staff and students. The College is interested in participating in the collaborative planning process with RYB and the City and is in the process of getting final approvals. With those approvals in hand the 175 Lakeside Avenue parcel will be included in the scope of work.

Planning for a new neighborhood in the South End

In February of 2023, the City entered into a Memorandum of Understanding (MOU) with the owners of RYB and Champlain College. The purpose of the MOU is to facilitate a development framework for the South End Coordinated Redevelopment project by applying the regulations of the SEID overlay, resulting in a vibrant, sustainable, and accessible mixed-use neighborhood in the heart of the ELM. The MOU outlines a collaborative and efficient planning process for multiple independently owned sites, with the goal of informing a Development Agreement.

The three MOU parcels currently lack an internal street and pedestrian and bicycle path network. Pursuing development individually and independently could result in misaligned intersections, awkward dead-ends at property lines and an oversupply of parking. *PlanBTV: South End* envisions a South End neighborhood where parking is shared and concentrated in a small number of facilities at the district's edge. This vision is rooted in the belief that cars are necessary today, but that getting people out of their cars at the edges means the district's internal streets and paths are as car-free as possible. In the coordinated redevelopment, on the other hand, the Parties can plan creatively for a high-quality public realm design that crosses property lines and helps people move across the future Champlain Parkway and throughout the South End safely and efficiently. Based on preliminary traffic and parking analyses, the MOU parties have initiated a preliminary set of options that would align internal streets, pedestrian and bicycle path network and shared parking locations across the three parcels. These initial concepts should be reviewed and refined by the Public Realm Design team, and provide additional options that can more effectively tie together the Lakeside Neighborhood to the West, the emerging residential MOU district, the surrounding South End businesses, and provide safe pedestrian and bike access to public destinations East of Pine Street such as Calahan Park and the Champlain Elementary School.

Each of the MOU parties brings a unique perspective and vision for how they'd like to use their land. At the same time, we've learned that mixing uses is often the best way to create community and innovative public realm. Through the coordinated redevelopment design process, the City's goal is to:

1. create symbiotic relationships between Champlain College's students and faculty and the startup ecosystem that thrives at district hubs like HULA, Innovation Center and Generator;
2. create a mixed-income residential neighborhood of renters and owners with the lands controlled by the City and RYB; and

3. think collaboratively to create spaces for innovators, artists and makers to work and live.

More information about the coordinated redevelopment effort can be found at:
<https://www.burlingtonvt.gov/CEDO/Capital-Projects-Financing/SouthEnd>

II. Funding

Funding for the project will come primarily from Community a Partnership for Neighborhood Development (CPND) Grant granted to the City of Burlington. Additional potential funding may be provided by the City's partners in the project - Ride Your Bike, LLC and Champlain College. The proposed budget for this scope of work is \$130,000.

III. Anticipated Schedule

RFP Released	2/20
Proposals Due	3/15
Contract Award	3/26
Phase 1 Completion	4/12
Phase 2 Completion	5/12
Phase 3 Completion	6/12
Phase 4 Completion	7/31

If you have suggested changes to this schedule, please provide them in your proposal.

IV. Consultant Qualifications

The City seeks a consultant and/or team of consultants with experience in urban design and landscape architecture, with a particular focus on ecological urbanism employing extensive use of green stormwater infrastructure and processes and practices with low embodied carbon. Teams demonstrating successful built streetscape and open space work in Burlington's climate zone are encouraged to apply. Teams should also include a firm or firms with experience in designing mobility hubs, specifically structures including indoor bicycle parking, transit amenities and car parking.

V. Anticipated Scope of Work and Responsibilities

The City of Burlington is seeking to hire a Consultant or Consultant Team to assist in the development of public realm design for multiple components of the South End Coordinated Redevelopment project. It is anticipated that the selected consultant(s) will work in coordination with other design consultants engaged in the project.

This contract will be with the City of Burlington, and the City will be the main point of contact for this work, however the other property owners and stakeholders will be engaged in the design process.

Anticipated Scope of Work

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

Phase 1: Project Definition

Task 1A: Project Kick-Off

The consultant(s) will attend a project kick-off meeting to discuss the goals and objectives of the municipality and its partners and define the project development process, including Consultant responsibilities. The Consultant(s) will discuss the project schedule and arrange to collect all information relevant to the project, including all existing relevant project files, underground utility information, tax maps of the affected properties, and work produced during the Parties' Memorandum of Understanding study. The City will coordinate and schedule this meeting. The Consultant will take notes to document the discussions and decisions made and distribute to parties of interest.

- ***Task 1A Deliverables:*** Project Kick-off Notes and Revised Schedule

Task 1B: Engagement Plan

The City will create an initial proposed engagement plan in advance of executing a contract with selected Consultant(s). Following contract execution, the Consultant(s) will review the proposed engagement plan and coordinate with the City and its partners in revising and finalizing the proposed engagement plan.

- ***Task 1B Deliverable:*** Final engagement plan including attendance and travel commitments as needed.

Task 1C: Working Group: Phase 1 Review

The Consultant(s) will coordinate and conduct one meeting to review deliverables from Task 1A and 1B and present their understanding of the project with the Working Group, to be composed of representatives from the City, Champlain College, Ride Your Bike, LLC and others as needed.

- ***Task 1C Deliverable:*** Meeting Agenda and Notes

Phase 2: Public Realm Framework

The South End Coordinated Redevelopment is surrounded by a mixture of established residential neighborhoods, the Pine Street corridor, and large vacant and/or underutilized properties. The development is also located within proximity of significant open space and recreational resources, including direct access to Burlington's world-class bike path. From this perspective, the MOU stakeholders, including the community at large, consider the development to be a unique opportunity to knit now-disjointed segments of the South End into a cohesive district. The Public Realm Framework will identify a network of streets, paths and open spaces within the development itself as well as beyond, that will be critical in successfully implementing this broader district vision.

Task 2A: Neighborhood Connectivity Diagram

Based on the draft "Mobility Framework" diagram (Exhibit B), identify future locations for bike and pedestrian access that would enhance accessible non-car connectivity. At minimum, the Diagram should address enhancements to accessible non-car connectivity related to the following components.

- The SEID, including both sides of the Champlain Parkway
- The Lakeside Avenue corridor, with particular focus on improving accessible connectivity between areas west (i.e Lakeside neighborhood, Hula, bike path) and east (i.e. Pine St businesses and services, Calahan Park) of the development.
- The Harrison Avenue rail crossing, which will remain the primary connection between the Lakeside neighborhood and the development, as well as the primary point of access between the development and the bike path.
- Extension of new north-south street depicted as "Innovation Lane" on Hybrid Traffic and Access diagram north through the property at 178 Lakeside Avenue and with connections to Electric Avenue. Additional new streets and intersections in this northern portion of the SEID should be explored.
- Sears Lane, with particular focus on improving safe, accessible pedestrian and cycling routes providing direct access to the Champlain Elementary property.
- Mid-block accessible crossings that enhance east-west connections across all of the blocks located in the MOU parcels.
- Internal pedestrian and multi-use path locations internal to private development sites that complement the public path network and provide redundant connectivity through the development.

Task 2A Deliverable: Neighborhood Connectivity Diagram

Task 2B: Open Space Network Diagram

Incorporating the draft "Mobility Framework" diagram, existing Burlington Parks, Recreation and Waterfront public parks and other public open space amenities, and the open space vision depicted in *planBTV: South End*, identify the following:

- Existing non-car connectivity between the MOU site and existing open space resources
- Proposed opportunities and preferred orientation for open spaces primarily focused within the MOU site that would integrate over time with the overall SEID Neighborhood Connectivity Diagram (Task 1A), supporting the vision of an active, amenity-rich mixed-use district. This task should consider and identify opportunities for privately-owned public spaces (POPS), as well as privately-owned open spaces reserved for the exclusive use of district residents, including courtyards and yards associated with individual residences. The consultant and MOU parties will collaborate with Burlington DPRW to explore feasible opportunities for additional public parks within the MOU site and SEID.
- Potential enhancements, including new connections, that will improve connectivity between the SEID properties and existing open space resources and those identified as proposed locations within this task.

Task 2B Deliverable: Open Space Network Diagram focused on the MOU parcels

Phase 3: Streetscapes

Task 3A: Streetscape and Path Typologies

In conjunction with the Working Group, the Consultant(s) will identify streetscape and path typologies based on the Task 2A Neighborhood Connectivity Diagram for facilities located in the MOU site only for further development. The typologies will reflect the Parties' selected development framework (Hybrid Traffic and Access diagram), including intended mobility function and right-of-way dimensions. At minimum, the Consultant(s) will provide no fewer than two basic concept alternatives for each of the following street typologies.

1. A central, north-south street (Tier 1) that will serve as the district's primary multi-modal mobility corridor and public space armature. It is anticipated that the development's mixed-use and residential buildings will primarily front onto this central street
2. Additional Tier 2 streets that will serve as the principal car route for travel along the District's outer edge as reflected by the selected development framework.

Task 3A Deliverable: Plan and section drawings and precedent imagery of each typology concept.

Task 3B: Working Group: Streetscape and Path Precedents

The Consultant(s) will compile and present to the Working Group material on precedents for each of the concept design service topic areas. The precedents should reflect the findings of the MOU study, best urban design practice and understanding of local regulatory, policy, climatic and social contexts. Each precedent should include project documentation including cost and maintenance regimes, where applicable.

Task 3B Deliverable: Meeting Agenda; Presentation Slides, Miro Board, or alternative format; Meeting Notes

Task 3C: Central Street Streetscape Design (30% design)

The Consultant(s) will prepare conceptual plans and conceptual construction and typical annual maintenance cost estimates for the central north-south street as identified in Exhibit B (Hybrid Traffic and Access diagram). Construction cost estimates should include new infrastructure development costs, to be determined in coordination with the Department of Public Works and the Burlington Electric Department.

The conceptual plans will indicate the existing topography and any conceptual topographic grading anticipated to occur over the course of the district's development. The designs will be in accordance with the Vermont Pedestrian and Bicycle Planning and Design Manual, 2024 VTrans Standard Specifications for Construction, the current editions of the Vermont State Standards, the Public Rights of Way Accessibility Guidance issued by the US Access Board, and the most recent edition of the Manual on Uniform Traffic Control Devices at minimum. In addition, adopted City standards listed in the Exhibits of this RFP shall apply. In the event that the Consultant(s) propose a conceptual design that is not entirely in conformance with the aforementioned standards, though still legally constructible, the Consultant(s) shall demonstrate rationale for such proposal.

The conceptual design documents are anticipated to consist of the following:

- Title Page
- Layout Sheets showing existing and proposed features, including but not limited to green stormwater infrastructure, materials, furnishings and wayfinding
- Preliminary Profiles
- Approximate right-of-way lines and construction limits
- Typical sections for the proposed improvements
- Cross sections
- A minimum of one illustrative, rendered perspectival drawing

The Consultant(s) will work with the Department of Public Works and the Burlington Electric Department for the design and engineering of the street lighting for the project to incorporate a preliminary layout in the conceptual plans.

The consultant will submit electronic copies in PDF format of the conceptual plans and construction cost estimate to the City. The conceptual cost estimate must be prepared in a complete and concise tabular format and will be submitted in PDF format. The consultant will develop the construction cost

estimate utilizing individual items and unit prices consistent with the 2024 VTrans Standard Specifications for Construction, including any revisions, supplements or addenda, unless the City and Working Group determine that alternative regulating documents and pricing estimates are appropriate.

Task 3C Deliverable: *Layout sheets including but not limited to the information identified above*

Task 3D: Tier 2 Streetscape Design (Schematic Design)

The Consultant(s) will prepare conceptual designs, including typical sections and example plan segments, for each of the Tier 2 streetscape typologies identified in Task 4A. The designs will be in accordance with the Vermont Pedestrian and Bicycle Planning and Design Manual, 2024 VTrans Standard Specifications for Construction, the current editions of the Vermont State Standards, the Public Rights of Way Accessibility Guidance issued by the US Access Board, and the most recent edition of the Manual on Uniform Traffic Control Devices at minimum. In addition, adopted City standards listed in the Exhibits of this RFP shall apply. In the event that the Consultant(s) propose a schematic design that is not entirely in conformance with the aforementioned standards, though still legally constructible, the Consultant(s) shall demonstrate rationale for such proposal.

The schematic design documents are anticipated to consist of the following:

- Typical sections, including dimensions for all elements
- Example plan segments, including dimensions for all elements

Task 3D Deliverable: *Layout sheets including but not limited to the information identified above*

Phase 4

Task 4A: Mobility Hub (Concept Design)

The Consultant(s) will prepare a generalized, conceptual plan for one Mobility Hub, the location and function of which is determined in the Hybrid Traffic and Access diagram. This task will not produce a 30% design as for the other two design topics. Instead, the Consultant(s) will collaborate with the Working Group to identify the appropriate size, program and function of the mobility hub, particularly its role in a shared parking district that includes the immediate development project and its surroundings. The mobility hub(s) will become a key anchor supporting increased transit and active mobility to and from the MOU site and greater SEID, and as such should include a program that includes but is not limited to the following components:

- Secure indoor bicycle parking for MOU site residents and the general public
- Locker, shower, and related facilities supporting active mobility commutes and travel to and within the MOU site.
- Indoor transit amenities, including seating and signage
- Significant car share bank
- Rooftop uses such as but not limited to recreation, open space and agriculture
- Potential to incorporate residential uses as “wrapper buildings” and or extending above the parking deck
- Car parking for MOU site residents, employees, visitors and the general public
- Design and programmatic considerations – e.g. regarding flat versus ramped floor plates, and floor-to-floor height considerations (for potential future non-auto use)

This work will guide future continued design work and procurement of the mobility hub as needed in future phases of the district's development.

Task 4A Deliverable: Drawing set to include Floor Plans, Programmatic Space Plan, Elevations, Sections and one or more illustrative rendering

VI. Selection Process

In selecting the Consultant, the City will use the following criteria:

Review Criteria	Points Available
Experience & Qualifications: Qualifications and experience of staff identified to work on this project (including subconsultants) and the role and time that each member will perform on the project.	30
Project Understanding & Knowledge of Area: Demonstrated understanding of the parameters of this project, its limitations and potential.	30
Cost: Outline how the project will be managed as related to proposed and any anticipated additional costs. Estimate of resource allocations to each component of the project and availability of qualified staff.	15
Depth of Skills: Depth or relevant technical experience in undertaking this type of project.	15
Quality, Clarity & Completeness of Submittal Package	10
TOTAL	100

The selection process will be as follows:

- a. The responses to this RFP will be evaluated by the City who will rank the responses based on the weighted evaluation criteria above, and may short-list the highest scoring responses.
- b. Proposers may be requested to furnish additional information during the selection process.
- c. Any interviews will be up to one-hour sessions where the respondent will have an opportunity to ask questions and discuss the firm's response to the RFP. Any interviews will be ranked on the same weighted evaluation criteria above.
- d. The top-ranked selection will be submitted to the City's Chief Administrative Officer with all supporting documentation prior to commencement of any contract negotiations.
- e. The selected respondent will be invited to engage with the City in negotiations leading to the completion of a final scope of work, budget, timeline, and related contractual obligations.
- f. A final contract will require approval by the Mayor, and possibly the City Council depending on the final contract amount.

No proposal will be considered accepted until all necessary City authorizations, including those required by Board of Finance and City Council if necessary, have been received and an agreement is executed by both parties.

VII. Submission Requirements

Responses to this RFP must contain each of the following:

- 1) A cover letter:
 - o Expressing the firm's interest in working with the City;

- Acknowledging the firm's understanding that they will be basing their work on Forecasted Growth Basis/Assumptions developed by CCRPC's consultant; and,
 - identification of the principal individual(s) that will provide the requested services;
- 2) A Technical Proposal (not more than 15 pages) consisting of:
- A description of the approach to be taken toward completion of the project, any additional or alternative tasks from those outlined in Section II of this RFP, and any insights into the project gained as a result of developing the proposal;
 - A scope of work that includes steps to be taken, including any products or deliverables resulting from each task. The response should explicitly distinguish between:
 - a. Areas where your firm will take the lead and responsibility for accomplishing a task, with input and advice from City professional staff;
 - b. Areas where your firm would rely on City professional staff to take the lead and responsibility for accomplishing a task, with input and advice from your firm.
 - Identify the project manager and a list of individuals that will be committed to this project and their professional qualifications. The names and qualifications of any sub-consultants shall also be included in this list;
 - A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each team member by task;
 - A proposed schedule that indicates project milestones and overall time for completion;
 - Identify how soon the consultant firm, if selected, would be able to begin work.
 - Include a description of relevant experience and identification of prior, successfully completed impact fee projects, including a brief project description and a contact name and address for reference. Respondents may include links to materials or samples that demonstrate the consultant's capabilities to lead this project.
 - Provide a minimum of three (3) professional references. Include name, title, phone number, and email for each reference.
- 3) A Cost Proposal consisting of:
- **A Maximum Not-To-Exceed Cost** including an itemized schedule of all expenses, including both labor and direct expenses, by task. If the use of sub-consultants is proposed, a separate schedule of expenses must be provided for each sub-consultant.
 - **Rates for Additional Professional Services** if it should become necessary for the City to request the successful firm to render any additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement.

Submittal Deadline & Contact

All responses to this RFP **must be received by 5:00 pm on March 15, 2024** in order to be considered. Proposals must be submitted in digital format (PDF) via email to the contact listed on the first page of this RFP. Applicants will receive a confirmation email once the proposal has been received. Please ensure that the document is easily printable by use standard page formats of 8.5" x 11" and/or 11" x 17".

VIII. Exhibits

Exhibit A: Location Map

Exhibit B: Mobility Framework Diagrams

Exhibit C: Omitted due repetition

Exhibit D: Omitted due to repetition

Exhibit E: Omitted due to repetition

Exhibit F: Omitted due to repetition

Exhibit G: Omitted due to repetition

Bid documents include this main body of the request for proposals and all exhibits.

IX. Contracting

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

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

X. Agreement Requirements

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Contract Conditions (**Exhibit D**) and the attached Draft Agreement.

XI. Limitations of Liability

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

XII. Costs Associated with Proposal

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

XIII. Indemnification

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any

claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

XIV. Rejection of Proposals

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

XV. Ownership of Documents

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

XVI. Duty to Inform City of Bid Document Errors

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

XVII. Public Records

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

Exhibit A: Location Map

South End Coordinated Redevelopment MOU



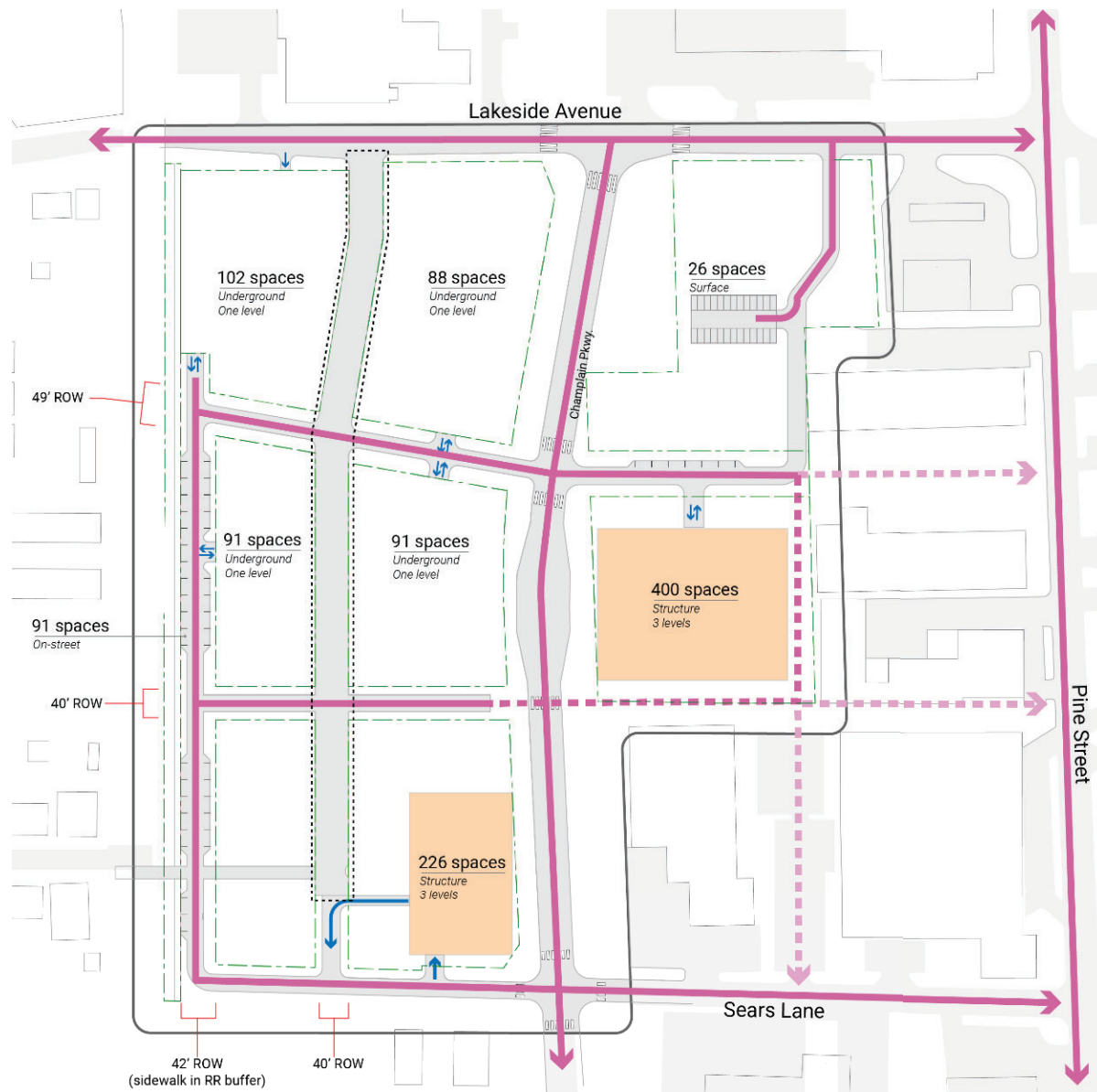
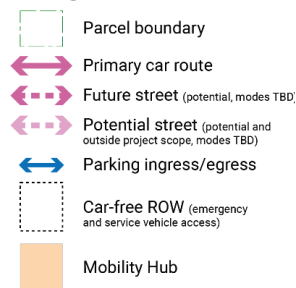
Exhibit B: Mobility Framework Diagrams

South End Coordinated Redevelopment Mobility Framework

Guiding Principles:

- Majority of street space is dedicated to accessible and active transportation = **more people, fewer cars**
- A network of shared parking facilities should serve the development and greater South End

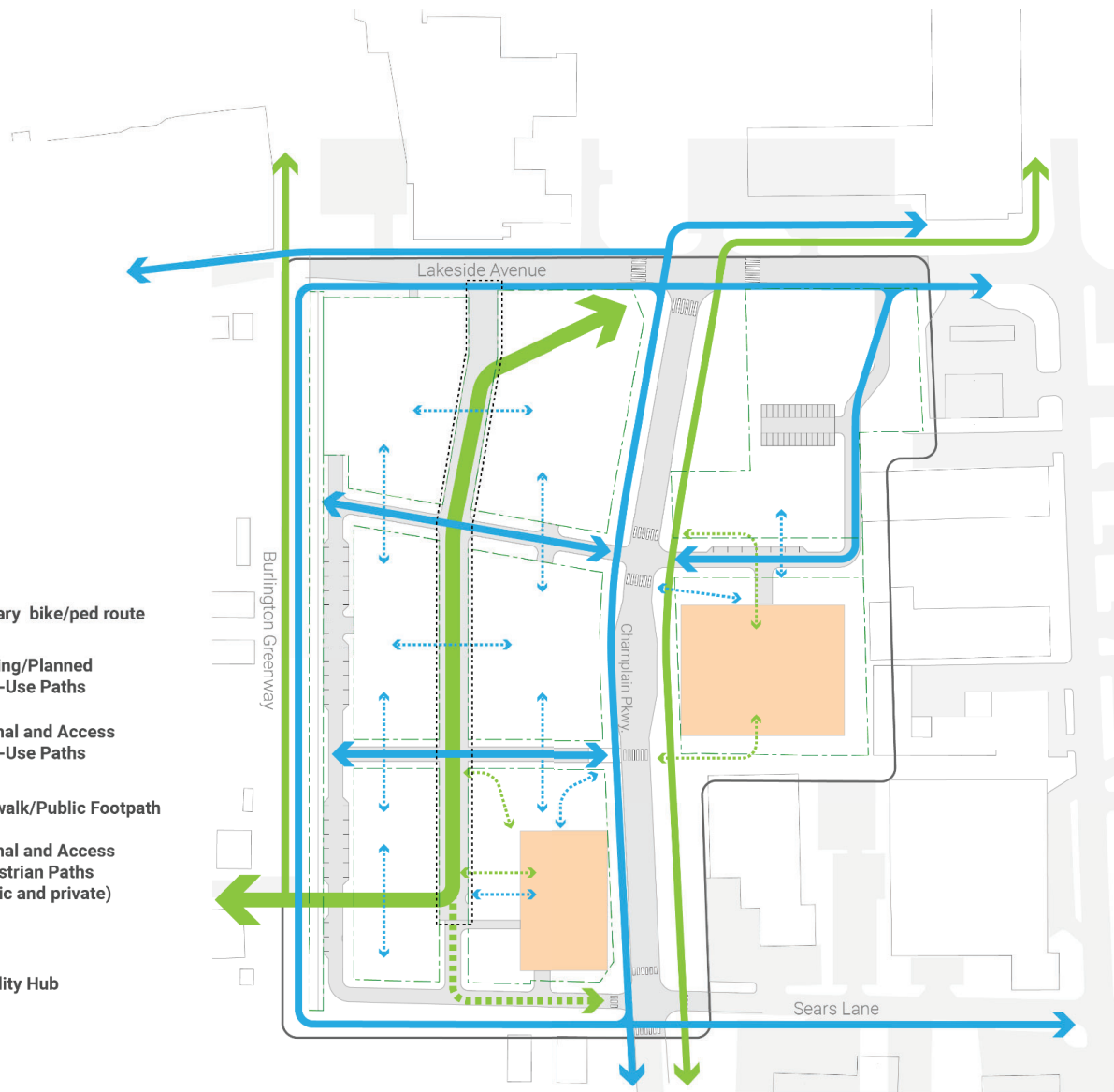
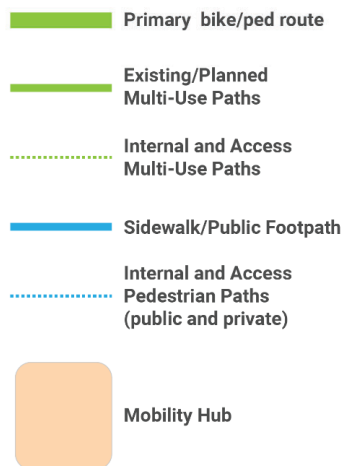
Parking + Traffic



South End Coordinated Redevelopment Mobility Framework

Guiding Principles:

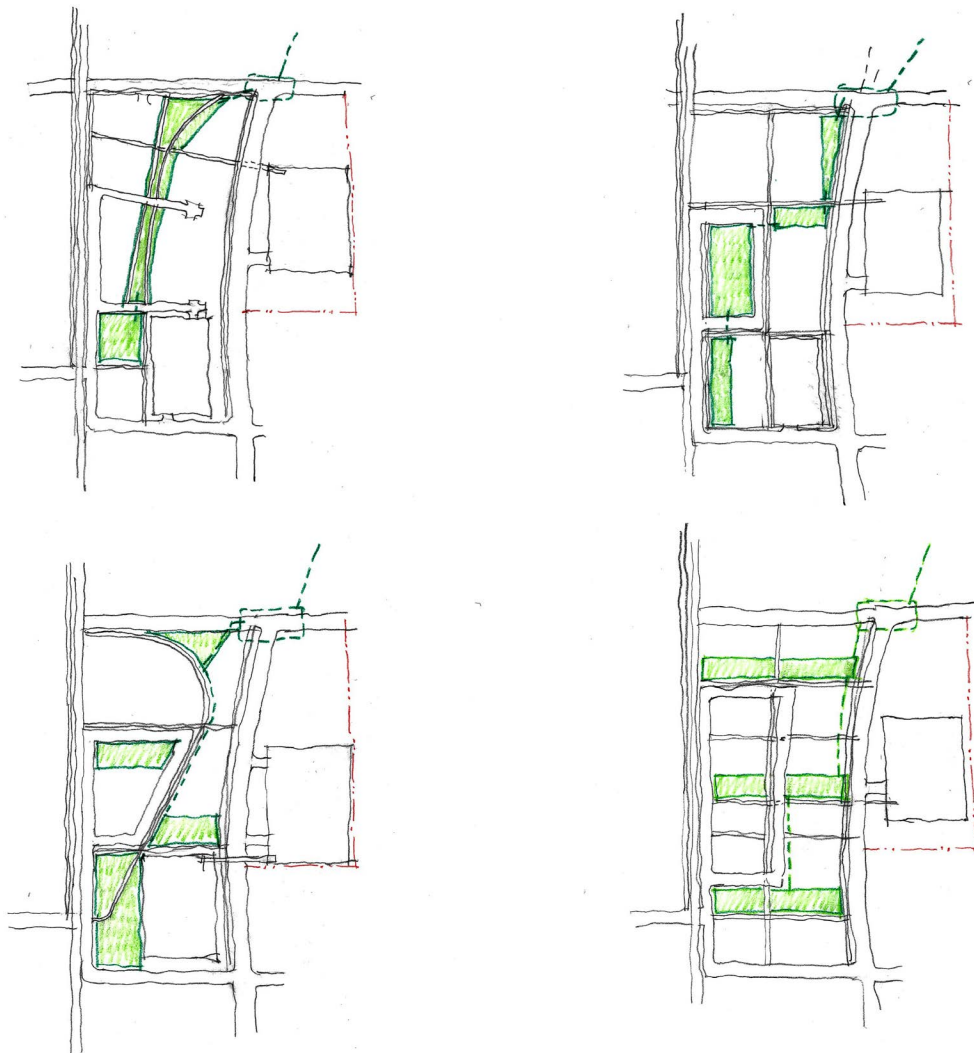
- Majority of street space is dedicated to accessible and active transportation = **more people, fewer cars**
- A network of shared parking facilities should serve the development and greater South End



Attachment B:
Proposal, dated March 15, 2024

DRAFT

Professional Design Services for the South End Coordinated Development – Public Realm Design Qualifications & Proposal



Sketches by Tim Love from Utile for alternative street, pathway, and green infrastructure configurations done during the charrette for the site that brought together property holders, City staff, and other stakeholders.

March 15, 2024

Samantha Dunn
City of Burlington
Community and Economic
Development Office (CEDO)
149 Church St
Burlington, VT 05401

utile

115 Kingston St
Boston, MA, 02111

110 Union St
Providence, RI, 02903

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9. References 15
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March 15, 2024

Samantha Dunn
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Samantha,

Utile is thrilled to submit a proposal for professional design services to advance the public realm design for a coordinated development in the South End that includes property owned by the City of Burlington, Ride Your Bike, and Champlain College. The project presents a unique opportunity to create a 21st century neighborhood that balances vehicular access with pedestrian, bicycle, and transit mobility options. We will aim for a creative synthesis of these modes, along with integrated green infrastructure solutions and a thoughtfully located and programmed open space network. If we're successful, the project can serve as a model for integrated infrastructure design that looks and functions differently than conventional auto-centric solutions.

Beyond the enthusiasm and ambition we will bring to the project, Utile and Stantec have meaningful prior experience with the site and stakeholders. Utile served as the City's consultant, as a sub-consultant to VHB; in that role, I helped conceptualize and facilitate a charrette that explored alternative development framework plans and planning themes for the site. Jason Schrieber, the director of Stantec's Urban Mobility Group in Boston, was brought on board as one of Ride Your Bike's consultants and helped shape the draft framework plan that was included in the RFP. Jason and I have collaborated on similar projects for over the past fifteen years or more and realized that the next steps of your project was the perfect opportunity to get the band back together. Offshoots, a landscape architecture firm led by Kate Kennen, a national leader in landscape remediation and green infrastructure strategies, will support the Utile/Stantec team. In addition, Waite-Hendel for geo-technical, and SE Group, a local landscape and planning firm that has supported Utile on past Burlington projects, will play an advisory role.

Despite the many experts on our team, I will play a proactive leadership role, important given the number of vested stakeholders and the complex range of issues that need to be addressed. We have partnered with the City on equally complex projects in the past, ranging from the Moran Frame landscape concept design to pending revisions to the Neighborhood Zoning Code. We will bring the same collaborative spirit, positive energy, and measured ambition to this project.

Sincerely,



Tim Love, FAIA, Principal,
Utile, Inc.

Project Approach

Utile's project approach is predicated on a seamless transition from earlier studies of the site and a highly collaborative consultant team that will integrate infrastructural, mobility, and urban design considerations throughout the process. Utile will work closely with Stantec and Offshoots (as well as Waite-Hendel and SE Group in an advisory role) to build on the previous framework and find ways to enhance non-vehicular mobility and connectivity within the MOU district and to the broader South End neighborhood. The overall process will be steered proactively by Tim Love from Utile and Jason Schrieber from Stantec's Urban Mobility Group. Tim and Jason have collaborated on similar projects for more than fifteen years and were involved with earlier steps of the planning process for the site.

Once the public realm framework is refined to greater resolution, Utile and Stantec will work together to test-fit the right-of-way dimensions for the central district spine and complementary secondary streets, with Stantec providing dimensional criteria and Utile drawing through the resulting scenarios. Offshoots will assist the team in identifying open space resources and green infrastructure opportunities, Waite-Hendel will inform Stantec and Utile with important geotechnical considerations (e.g., a considerable portion of the site looks to require remediation), and SE Group will provide local landscape knowledge critical to ensuring a thriving and healthy public realm. To further complement this work, Utile will find appropriate streetscape precedents that can help convey the intended

characteristics of specific approaches, while at the same time providing inspiration for more granular design elements and dimensional standards.

The design of the Mobility Hub will follow a similar process, with Stantec providing dimensional criteria and Utile drawing through options using a 3D digital modeling tool. Utile has extensive experience developing mobility hubs, including future-use garages developed for targeted redevelopment areas near stations along the Babylon Line of the Long Island Railroad and the Massachusetts Convention Center Authority for sites along D Street in South Boston. Like the program for your garage, these projects included bike parking, transit amenities, car share opportunities, and ground-level uses that enhance adjacent street life. Given the dimensional drivers of a Mobility Hub design, we recommend a meaningful overlap between Phase 3 (streetscape) and phase 4 (mobility hub). This will allow for the iterative development of both aspects of the project, and ultimately, a more cohesive productive dialogue between the two critical project components.

While the consultant team will look to the City to lead engagement efforts and assemble the Working Group, Utile will create compelling "engagement ready" graphic material at every stage of the process in modular slide format that will allow City officials, members of the Ride Your Bike team, and other stakeholders to use relevant content to prepare customized presentations geared to specific audiences. Utile also has extensive experience conceiving and facilitating charrettes and public meetings and is happy to plug in wherever it makes sense.



Utile led the redesign of Weston Town Center in Weston MA. The scope included the implementation of lane diets of the streets entering the Center, the redesign of two intersections, and reorganization of public and private parking lots into a more rational and efficient layout, and the creation of two new open spaces at the heart of the Center. In total, more than an acre of space were recaptured from roadbeds after more than thirty years of successive road widenings. This is the kind of "after" drawing that Utile likes to pair with a "before" drawing to demonstrate the impact of proposed changes.

Scope of Work

The following scope builds on that of the RFP, adding sub-tasks and clarifications where deemed most beneficial to the project. A schedule highlighting sequencing of tasks and project meetings is included on pages 10 – 11.

Phase 1: Project Definition and Work Plan

During Phase 1 of the project, the Utile team will collaborate with the City of Burlington and project partners to define priority outcomes, final deliverables, and anticipated working group and stakeholder engagement for the project. It is anticipated that the City will serve the primary role of convening stakeholders and organizing meeting times and venues for all engagement meetings. Once expectations for the project priorities and process are set, Utile will refine the overall schedule and work plan, incorporating time needed for base documentation and analysis, design iterations, and coordination meetings.

1A: Project Kick-Off

- 1A.1: Meet with the City team to discuss project goals and objectives, and define the project development process.
- 1A.2: Create refined project work plan and schedule.
- 1A.3: Attend bi-weekly coordination meetings with the City across project timeframe.

1B: Revised Engagement Plan

- 1B.1: Review the City's proposed engagement plan and coordinate with the City and its partners to draft a final engagement plan outlining a schedule and the number and format of engagement activities.

1C: Baseline Documentation and Review

- 1C.1: Work with the City team to collect and review relevant project site information and work produced during the Parties' Memorandum of Understanding study.
- 1C.2: Consolidate information and generate digital base documentation in 2D and 3D formats.

1D: Working Group: Phase 1 Review

- 1D.1: Conduct and facilitate a meeting to review deliverables from Tasks 1A-C with the project Working Group. Meeting presentation will include an understanding of the project, overview of schedule and work plan, and a summary of existing conditions and key takeaways from past planning processes.

Phase 1 Deliverables:

- *Kick-off meeting notes*
- *Refined project work plan and schedule*
- *Refined engagement plan*
- *Base documentation of site in 2D and 3D format, with relevant layers of information highlighted*
- *Working Group meeting agenda, presentation, and meeting notes*

Phase 2: Public Realm Framework

In Phase 2, the Utile team will work with the City and its partners to articulate an integrated network of streets, paths, and open spaces for the South End district, drawing from overarching vision and goals desired by MOU stakeholders and the broader community. This collaborative effort aims to integrate existing and new non-vehicular circulation options within and beyond the South End development area, fostering a cohesive urban design and public realm framework that will inform right of way designs later in the project. This phase will involve more substantial collaboration with landscape architecture consultants on the team, Offshoots and SE Group.

2A: Neighborhood Connectivity Diagram

- 2A.1: Based on the draft "Mobility Framework" diagram, identify and diagram circulation options for enhanced pedestrian and bike access.
- 2A.2: Test right of way dimensions to accommodate non-car modes and public realm amenities.
- 2A.3: Consolidate into a Neighborhood Connectivity Diagram highlighting future locations for enhanced pedestrian and bike connections through the MOU site.

2B: Open Space Network Diagram

- 2B.1: Identify and diagram opportunities for enhanced non-car connectivity between MOU site and existing and proposed open space resources, including opportunities for utilizing access to privately-owned public spaces and open spaces within the district, and exploring feasibility of proposing additional open spaces.
- 2B.2: Consolidate open space resources and their proposed interconnectivity into an Open Space Network Diagram for MOU parcels based on Neighborhood Connectivity Diagram (2A) and in relation to future development sites.

Phase 2 Deliverables:

- *Circulation diagram options studying enhanced ped and bike access through the district*
- *Open space network diagrams, identifying and mapping enhanced connectivity between existing and potential locations for new open spaces*
- *Consolidated “Neighborhood Connectivity Diagram” for presentation*
- *Consolidated “Open Space Network Diagram” for presentation*

Phase 3: Streetscapes

Based on the established Neighborhood Connectivity Diagram in Task 2A, the Utile team will work with the City team and Working Group to identify and categorize streetscape and path typologies exclusively on facilities within the MOU site for further development. This phase

will involve more substantial collaboration with site/civil and traffic engineering consultants, Stantec and Waite-Hendel.

3A: Streetscape and Path Typologies

- 3A.1: Identify relevant street types in the MOU for further study. Develop concepts for (2) tiers of streets, where tier 1 represents a central, north-south street that would serve as the District’s multimodal “spine” and tier 2 encapsulates the principal car routes along the District’s outer edges.
- 3A.2: Compile precedents for street section design of the (2) street tiers.
- 3A.3: Verify streetscape precedents with existing traffic standards.
- 3A.4: Compile open space and landscape references for street types.
- 3A.5: Compile street concept materials into presentation slidedeck.

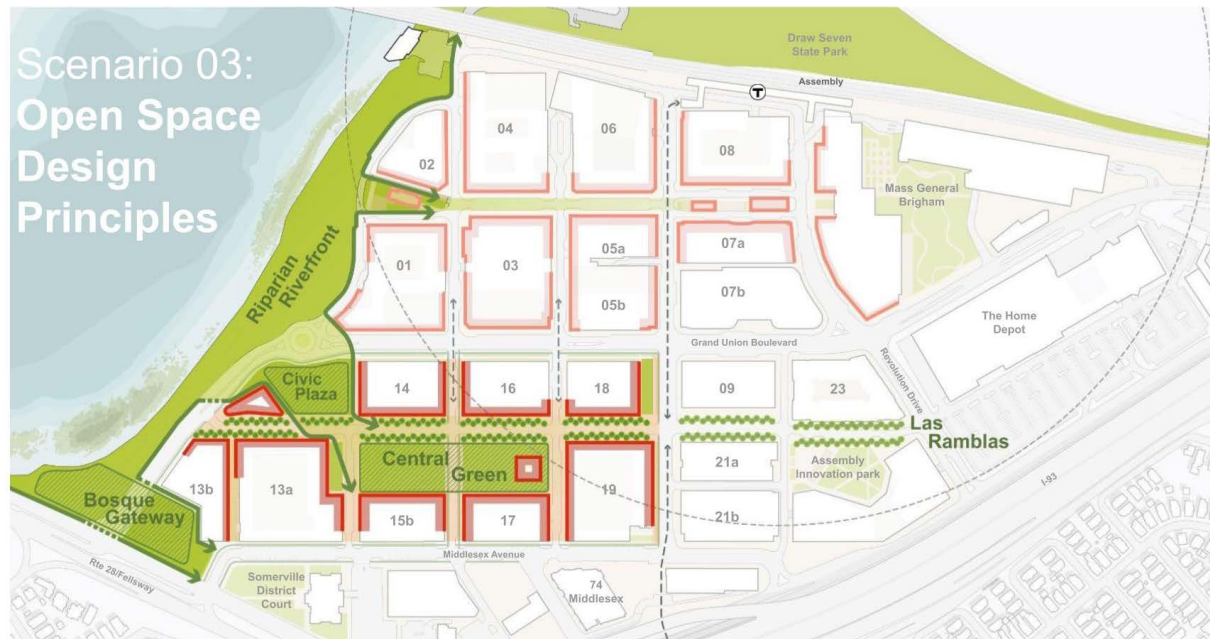
3B: Working Group: Streetscape and Path Precedents

- 3B.1: Present streetscape & path precedents to the Working Group in slide format (or Miro board).

3C Central Street Streetscape Design (30%)

- 3C.1: Refine street type concept based upon previous charrette (3B).
- 3C.2: Convene as a group and solicit urban design and landscape design feedback during regular check-ins.
- 3C.3: Develop 30% design drawings of the

Utile is currently assisting Federal Realty with the Assembly Square Marketplace redevelopment masterplan. The project foregrounds a network of variegated open space types that ties the new district to the Mystic River waterfront. These open space types include a central recreation park, a green corridor that will serve as the main district spine, a bosque gateway, and a collection of pocket parks.



central streetscape design, incorporating all relevant regulations and standards, as identified in the RFP.

- 3C.4: Prepare a drawing set inclusive of a title page, existing conditions plans, proposed plans, stormwater infrastructure, material plans, furnishing plan, wayfinding, street profiles, approximate right-of-way lines, construction limits, and typical sections. Additionally, provide conceptual construction and typical annual maintenance cost estimates (informed by city departments).
- 3C.5: Create and include at least (1) illustrative rendered perspectival drawing of the streetscape design.

3D Tier 2 Streetscape Design (SD)

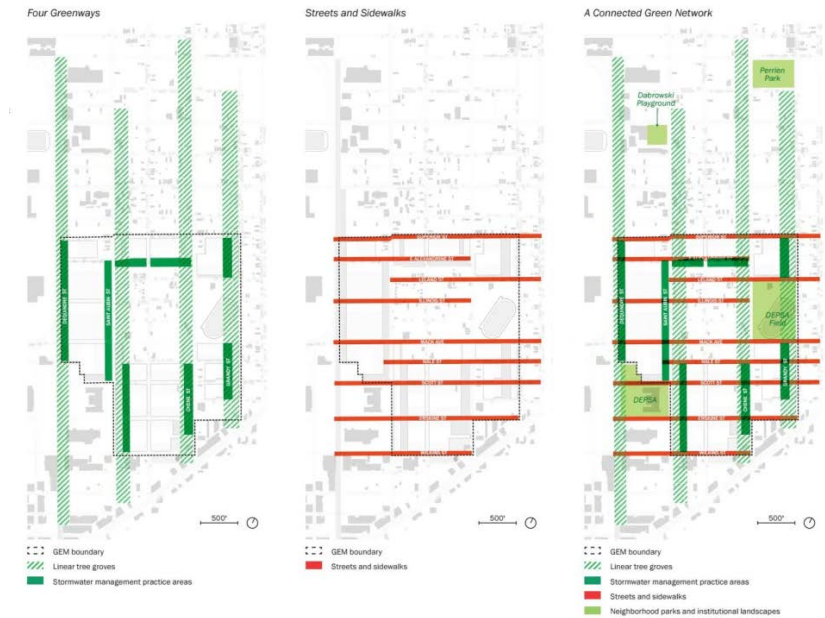
- 3D.1: Refine street type concepts based upon previous charrette (3B).
- 3D.2: Convene as a group and solicit urban design and landscape design feedback during regular check-ins.
- 3D.3: Develop schematic-design (SD) drawings of the tier 2 streetscape design, incorporating all relevant regulations and standards, as identified in the RFP.
- 3D.4: Prepare drawing set inclusive of a title page, existing conditions plans, proposed plans, typical sections, and dimensions.

Phase 3 Deliverables:

- Working group presentation/charette materials summarizing Task 3A findings in either slide format or interactive Miro Boards
- Electronic copies in PDF format of the Tier 1 Central Street and Tier 2 Streetscape drawing sets including conceptual plans, sections, and construction cost estimates (in tabular format)
- At least (1) illustrative rendered perspective of the Tier 1 Central Street concept design

Phase 4: Mobility Hub

In Phase 4, the Utile team will collaborate with the City and Working Group to craft a high-level conceptual plan for a Mobility Hub that will facilitate enhanced transit and active mobility connections between the MOU site and the broader South End Innovation District. The conceptual plan will serve as a guide for future design work and procurement of the mobility hub as necessary in subsequent phases of the district's development.



Utile, with landscape architect MVVA, led the planning for the Detroit Eastern Market Neighborhood Framework & Stormwater Management Network Plan. The public realm framework integrates a collection of east-west pedestrian-first streets with a system of north-south green-infrastructure corridors, producing a walkable and resilient district for future housing and light-manufacturing infill uses.

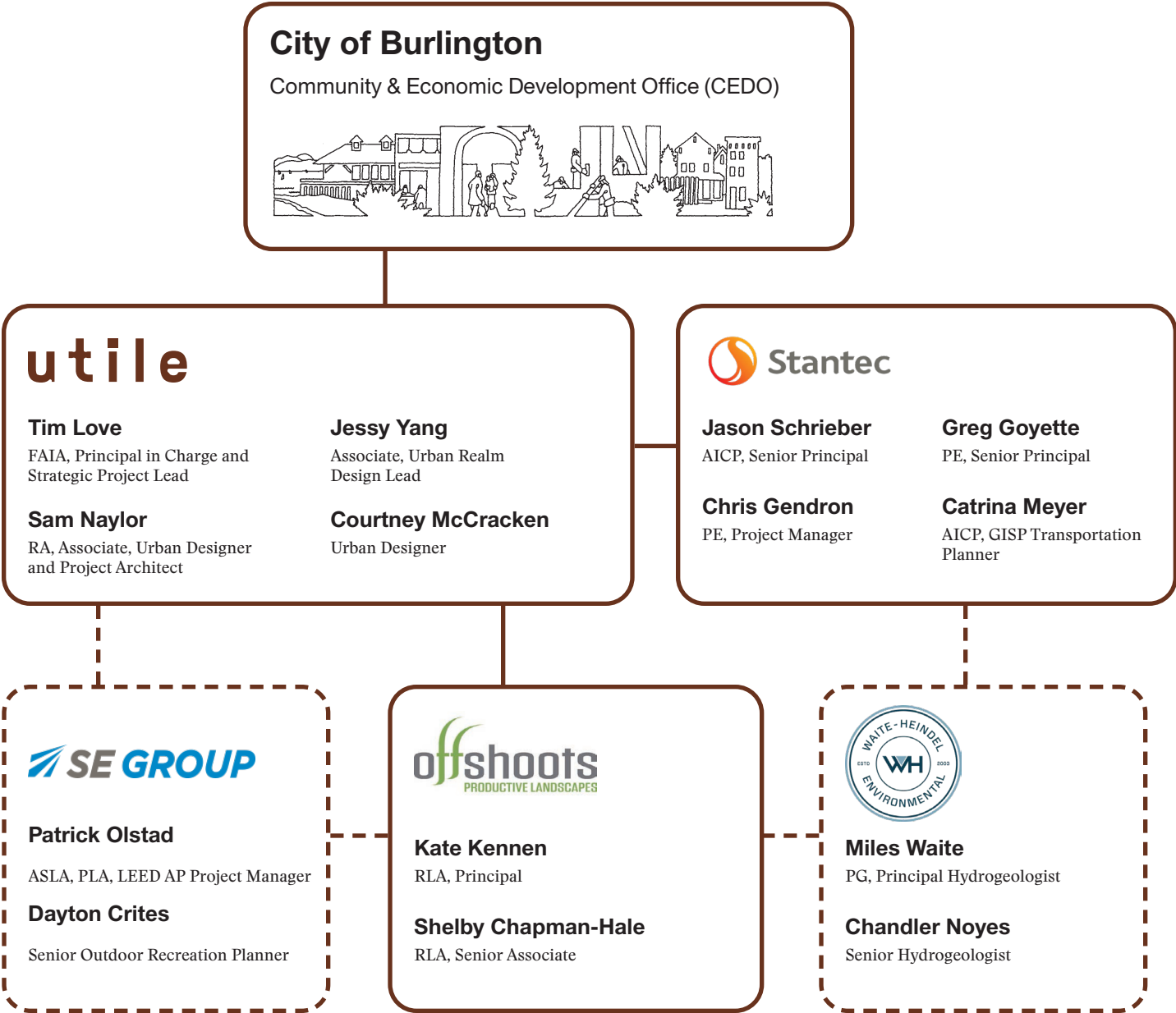
4A: Mobility Hub Concept

- 4A.1: Collect precedent collection and research around mobility hubs and similar parking garage typologies.
- 4A.2: Create at least two (2) conceptual designs of the mobility hub, including conceptual 2d plans, 3d views, and diagrams, inclusive of metrics for GFA and parking counts. Concepts will include multiple variants of program options (e.g., bike parking, transit uses, lockers, showers, housing, agriculture, energy production, artwork, signage, public space, and car parking).
- 4A.3: Present initial concepts for client feedback.
- 4A.4: Refine concepts based upon feedback.
- 4A.5: Presentation of final mobility hub concept, including floor plans, program plans and diagrams, 3d views, elevations, and at least one (1) illustrative rendering.

Phase 4 Deliverables:

- Mobility Hub drawing set including conceptual floor plans, programmatic space plan, elevations, sections and one or more illustrative renderings

Project Team



utile



Tim Love FAIA **Principal in Charge and Strategic Project Lead**

Tim is the founding principal of Utile and leads the firm's urban design and planning practice. Love's expertise ranges from innovative zoning approaches; to a comprehensive understanding of market-driven building types; to the strategic layout of streets, blocks, and parcels; to the design of Complete Streets and the larger public realm.

Love's clients include municipalities, state agencies, and developers. He is especially adept at exploring alternative development scenarios in collaboration with engineers, landscape architects, and real estate finance experts. Design alternatives are shaped by financial goals, the regulatory context, environmental considerations, a social agenda informed by community input, and a place-specific design vision. Rather than simply balance these factors, Love seeks a visually compelling synthesis that can inspire elected officials, potential development partners, and the full range of stakeholders.

Love has a BS in Architecture from the University of Virginia and a Master in Architecture from the Harvard GSD, where he received the Henry Adams Medal. He is currently an Associate Professor at Northeastern University and a Lecturer in Real Estate at the Harvard GSD and has taught at Yale, the University of Toronto, and RISD.



Jessie Yang **Associate, Urban Realm Design Lead**

Jessie, a senior architectural and urban designer at Utile, has led a diverse range of urban-scale projects that leverage private sector interests for public realm benefits. Notable projects include PLAN Dot Ave Transportation Action Plan, which included a proposed redesign of Dorchester Ave (with Nelson\Nygaard, completed 2022); the reconfiguration of the central open space, intersection, and streetscape for Watertown Square (ongoing); the Boston Coastal Flood Resilience Design Guidelines and Overlay District (completed 2021); the 14-acres Harvard Allston Enterprise Research Campus Phase 1 (completed 2022); and the 20-acres Assembly Square Marketplace redevelopment masterplan (on-going).

Jessie holds a Bachelor of Architecture from Rice University and a Master of Architecture in Urban Design from the Harvard University Graduate School of Design, where he received the Award for Outstanding Leadership in Urban Design. In addition to practice, Jessie has taught design studios at the Boston Architectural College, Boston College, and Northeastern University.



Sam Naylor RA **Associate, Urban Designer and Project Architect**

Sam, a project architect and urban designer at Utile, is especially adept at working in the space between the two disciplines. He has a particular focus on housing, crafting work that maintains a quality of beauty, dignity, and anonymity both from the scale of the bedroom to the block. He is the project architect for a large residential building as part of a larger mixed-use development along Dorchester Avenue in South Boston and has helped steer the design of the associated public realm of the project. Sam worked on the alternative build-out scenarios for the City of Burlington, Ride Your Bike, Champlain College consortium during an earlier phase of the project and is familiar with the opportunities and constraints of the site.

Sam holds professional architecture degrees from Tulane University with honors and a post-professional design degree from Harvard University's Graduate School of Design with distinction. In addition to his professional work, Sam recently co-edited "The State of Housing Design," a publication for the Joint Center for Housing Studies at Harvard University.



Courtney McCracken **Urban Designer**

Courtney is an Architectural and Urban Designer at Utile with strong representational skills that bridge diagrams and information graphics to three dimensional depictions of urban design scenarios. She holds a Master of Architecture degree from Dalhousie University in Halifax, Nova Scotia and a Bachelor of Architectural Studies degree from the McEwen School of Architecture located in Sudbury, Ontario. Courtney's master's thesis focused on decapitalizing San Francisco's Waterfront through the collective memory of community resistance, in response to the exploitation that the waterfront has faced as a result of detrimental urban development over the past 125 years.

Her excitement towards design stems from exploring projects that have exciting cultural contexts, compelling community engagement techniques, and material exploration strategies that are unique, yet significant to each project. She is constantly excited by all things history, crafting and color, and loves to consolidate these notions into design and graphic representation.



Jason Schrieber AICP
Senior Principal



Greg Goyette PE
Senior Principal

Stantec's Urban Places team is an interdisciplinary hub bringing together leaders in planning and transportation, including smart and urban mobility; urban design; real estate advisory and development; buildings and infrastructure design; and engineering. We work in cities across North America to fulfill an urban promise of enhanced livability, equity, and diversity that multimodal mobility unlocks—in cities and suburbs alike.

Jason Schrieber leads Stantec's Urban Places Mobility Group out of their Boston office and will be the lead mobility strategist. Jason has worked with Utile extensively on downtown and waterfront redevelopments in New England and has recently completed mobility strategies for Toronto's Portlands and Saskatoon's downtown.

Working closely with lead planner Catrina Meyer, Stantec will be focused on analytics and designs that support implementable solutions for walkable mixed-use development in the South End.

Locally-based planning support will be led by Chris Gendron, who brings infrastructure and development project management experience from across Vermont, and Stantec's local engineering assets will be represented by Greg Goyette, who has extensive City experience and worked with Jason on the Great Streets work in downtown Burlington.



Chris Gendron PE
Project Manager



Catrina Meyer AICP, GISP
Transportation Planner



Kate Kennen RLA
Principal



Shelby Chapman-Hale RLA
Senior Associate

Offshoots founder and President Kate Kennen is the owner and sole principal for the firm. Kate has over 25 years of experience as a landscape architect working on similar transportation corridor projects and has deep expertise in planting and green infrastructure design. She served on Mayor Menino's Steering Committee for the Boston Complete Streets planning document. Kate will provide design review for this project. Shelby Chapman-Hale is a registered landscape architect in Massachusetts (MA #4309) and Vermont (VT#125.0133748). She earned a B.S. in Environmental Science and Ecological Design from the University of Vermont, and her MLA from the University of Oregon. Shelby, who specializes in ecological design practices, works from Vermont and would act as the project manager and main point of contact for Offshoots on this project.



Patrick Olstad ASLA, PLA,
LEED AP
Project Manager



Dayton Crites
Senior Outdoor Recreation
Planner

SE Group will be providing an advisory role given their understanding of the city as local consultants, experience with active transportation planning, and expertise in streetscape design (with integrated stormwater treatment). SE Group has helped guide numerous projects for the city of Burlington through the community engagement process, so they can help craft that strategy. Patrick Olstad will be the Project Manager for SE Group, collaborating on streetscape and urban design. Dayton Crites will collaborate on the community engagement strategy as well as transportation planning and design.



Miles Waite PG
Principal Hydrogeologist



Chandler Noyes
Senior Hydrogeologist

Waite-Heindel Environmental Management (WHM) is a Vermont-based firm that provides a variety of environmental services. WHM's Principal Hydrogeologist Miles Waite, PhD, PG, and Senior Hydrogeologist Chandler Noyes, PhD, will provide guidance on environmental conditions in the project area, including known or potential contamination of soil and groundwater, and the regulatory requirements and costs associated with their appropriate management. WHM's cursory review of the project area reveals that two of three subject parcels (125 Lakeside Avenue and 175 Lakeside Avenue) are Vermont SMS-listed hazardous waste sites, as well as another seven sites within the project area, indicating that management of contaminated soils during future work will need to be fully considered.

Task Matrix

Task Matrix

		Firm	Utile Urban Design and Planning			
		Role	Principal-in-Charge	Project Manager / Senior Urban Designer	Architect and Urban Designer	Urban Designer
		Person	T. Love	J. Yang	S. Naylor	C. McCracken
Phase 1	Project Definition and Work Plan	Lead				
1a	Project Kick-Off					
1a.1	• Kick-Off Meeting with City and Project Partners	1	1	1	1	
1a.2	• Create refined project work plan and schedule	2	2	0	0	
1a.3	• Attend bi-weekly project coordination meetings with City	10	10	4	4	
1b	Revised Engagement Plan					
1b.1	• Create refined engagement plan in coordination with City	1	2	0	0	
1c	Baseline Documentation and Review					
1c.1	• Collect and review site information and work during the MOU study	0	2	1	4	
1c.2	• Generate digital base documentation in 2D and 3D formats	0	4	0	8	
1d	Working Group: Phase 1 Review					
1d.1	• Meeting to present and review deliverables from Tasks 1A-C	2	4	1	2	
	Total Phase 1 Person-Hours	16	25	7	19	
Phase 2	Public Realm Framework					
2a	Neighborhood Connectivity Diagram	Lead				
2a.1	• Identify and diagram circulation options for enhanced ped and bike access	2	2	1	8	
2a.2	• Test right of way dimensions to accommodate non-car modes	0	2	0	8	
2a.3	• Create Neighborhood Connectivity Diagram	2	2	1	8	
2b	Open Space Network Diagram	Collaborator				
2b.1	• Diagram opportunities for enhanced open space connectivity	2	4	1	4	
2b.2	• Create Open Space Network diagram for MOU parcels	2	4	1	8	
	Total Phase 2 Person-Hours	8	14	4	36	
Phase 3	Streetscapes	Collaborator				
3a	Streetscape and Path Typologies					
3a.1	• Develop concepts for (2) tiers of streets.	1	1	1	2	
3a.2	• Compile precedents for street section design of the (2) street types	0	0	0	0	
3a.3	• Verify streetscape precedents with existing traffic standards.	1	1	0	2	
3a.4	• Compile open space and landscape references for street types	0	0	0	0	
3a.5	• Compile street concept materials into presentation slidedeck	0	0	0	0	
3b	Working Group: Streetscape and Path Precedents					
3b.1	• Present streetscape & path precedents to group	1	1	1	1	
3c	Central Street Streetscape Design (30%)					
3c.1	• Refine street type concept based upon previous charrette (3B)	0	0	0	0	
3c.2	Provide urban design & landscape feedback during regular check-ins	2	2	2	2	
3c.3 & 3c.4	• Develop 30% design drawings set of the central streetscape design. Incorporate all relevant regulations and standards as identified in the RFP.	0	0	0	0	
3c.4	• At least (1) illustrative rendered perspectival drawing	1	2	1	8	
3d	Tier 2 Streetscape Design (SD)					
3d.1	• Refine street type concept based upon previous charrette (3B)	0	0	0	0	
3d.2	• Provide urban design & landscape feedback during regular check-ins	2	2	2	2	
3d.3 & 3d.4	• Develop SD design drawing set of the tier 2 streetscape design. Incorporate all relevant regulations and standards as identified in the RFP.	0	0	0	0	
	Total Phase 3 Person-Hours	8	9	7	17	
Phase 4	Mobility Hub	Lead				
4a.1	Precedent collection and research around mobility hubs	1	2	2	4	
4a.2	Conceptual design of mobility hub, including concept 2d plans, 3d views, and diagrams, inclusive of metrics for GFA and parking counts	2	2	8	40	
4a.3	Present initial concepts for client feedback	1	1	1	1	
4a.4	Refine concepts based upon feedback	2	2	4	24	
4a.5	Presentation of final concept, including floor plans, program plans and diagrams, 3d views, elevations, and at least (1) illustrative rendering.	1	8	1	12	
	Total Phase 4 Person-Hours	7	15	16	81	
	Task Total Hours per Person	39	63	34	153	
	Project Total Hours per Firm	289				

Stantec Site/Civil/Traffic Engineering and Cost Estimating				Offshoots, Inc. Landscape Architecture		Waite-Hendel Geotechnical Engineering Advisory		SE Group Local Landscape Advisory		City of Burlington, VT	
Principal in Charge	Senior Principal	Project Manager	Transportation Planner	Principal in Charge	Senior Associate / Project Manager	Principal Hydrogeologist	Senior Hydrogeologist	Senior Landscape Architect	Senior Planner		
J. Schrieber	G. Goyette	C. Gendron	C. Meyer	K. Kennen	S. Chapman-Hale	M. Waite	C. Noyes	P. Olstad	D. Crites		
Collaborator				Advisory		Advisory		Advisory			
											Advisory
1	0	0	1	1	0	0	0	0	0		Schedule and Attend Meetings
0	0	0	0	0	0	0	0	0	0		
6	2	2	2	6	0	1	0	1	0		
											Lead
1	0	0	0	0	0	0	0	0	0		Draft Initial Engagement Plan
											Advisory
0	0	1	1	0	0	0	0	0	0		Provide Site Information
0	0	1	1	0	0	0	0	0	0		Lead
											Coordinate Meeting
1	0	0	1	1	0	1	0	1	0		
9	2	4	6	8	0	2	0	2	0		
Collaborator				Collaborator		Advisory		Advisory			Advisory
2	2	0	4	2	4	0	0	0	0		Review Neighborhood Connectivity Diagram
2	2	0	4	2	4	0	0	0	0		
1	2	0	2	1	2	0	0	0	0		
Advisory				Lead		Advisory		Advisory			Advisory
1	0	0	0	12	20	0	0	2	2		Review Open Space Network Diagram
1	0	0	0	12	20	0	0	2	2		
7	6	0	10	29	50	0	0	4	4		
Lead				Collaborator		Advisory		Advisory			Advisory
											Review design, verify precedens, etc.
2	4	2	8	1	4	0	0	0	0		
1	2	0	2	0	0	1	1	1	1		
1	0	1	0	0	0	0	0	0	0		Lead
0	0	0	0	2	6	0	0	0	0		Coordinate Meeting
1	1	0	1	0	0	0	0	0	0		Advisory
											Provide Design Feedback, Relevant Regulations, Cost Estimate Input, etc.
2	2	2	2	1	1	1	0	0	0		
1	6	0	8	0	0	0	0	0	0		Provide Design Feedback, Relevant Regulations, Cost Estimate Input, etc.
0	0	0	0	2	4	0	0	0	0		
4	16	16	52	0	0	12	4	4	4		
0	0	0	0	0	0	0	0	0	0		Advisory
											Provide Design Feedback, Relevant Regulations, Cost Estimate Input, etc.
1	4	2	6	0	0	0	0	0	0		
0	0	0	0	2	4	0	0	0	0		
4	12	6	36	0	0	8	4	2	4		
17	47	29	115	8	19	22	9	7	9		
Collaborator				Collaborator		Advisory		Advisory			Advisory
0	0	0	0	0	0	0	0	0	0		Review Mobility Hub Design and Programming, Provide Feedback, Coordinate WG Meeting, etc.
1	0	0	2	1	1	2	0	1	1		
1	0	0	2	1	0	0	0	0	0		
0	0	0	0	0	0	0	0	0	0		
1	0	0	0	1	0	0	0	0	0		
3	0	0	4	3	1	2	0	1	1		
36	55	33	135	48	70	26	9	14	14		
259				118		35		28			
Project Grand Total Hours									729		

Schedule

		Month	April					
		Week	1	2	3	4	5	6
Phase 1	Project Definition and Work Plan				✓			
1A	Project Kick-Off		Project Kick-Off					
1A.1	Kick-Off Meeting with City and Project Partners			✓				
1A.2	Create refined project work plan and schedule							
1A.3	Attend bi-weekly project coordination meetings with City							
1B	Revised Engagement Plan							
1B.1	Create refined engagement plan in coordination with City			✓				
1C	Baseline Documentation and Review							
1C.1	Collect and review site information and work during the MOU study							
1C.2	Generate digital base documentation in 2D and 3D formats							
1D	Working Group: Phase 1 Review							
1D.1	Meeting to present and review deliverables from Tasks 1A-C					WG		
Phase 2	Public Realm Framework							
2A	Neighborhood Connectivity Diagram							
2A.1	Identify and diagram circulation options for enhanced ped and bike access							
2A.2	Test right of way dimensions to accommodate non-car modes						✓	
2A.3	Create Neighborhood Connectivity Diagram							
2B	Open Space Network Diagram							
2B.1	Diagram opportunities for enhanced open space connectivity						✓	
2B.2	Create Open Space Network diagram for MOU parcels							
Phase 3	Streetscapes							
3A	Streetscape and Path Typologies							
3A.1	Develop concepts for (2) tiers of streets							
3A.2	Compile precedents for street section design of the (2) street types							
3A.3	Verify streetscape precedents with existing traffic standards							
3A.4	Compile open space and landscape references for street types							
3A.5	Compile street concept materials into presentation slidedeck							
3B	Working Group: Streetscape and Path Precedents							
3B.1	Present streetscape & path precedents to group							
3C	Central Street Streetscape Design (30%)							
3C.1	Refine street type concept based upon previous charrette (3B)							
3C.2	Provide urban design & landscape feedback during regular check-ins							
3C.3 &	Develop 30% design drawings set of the central streetscape design.							
3C.4	Incorporate all relevant regulations and standards as identified in the RFP							
3C.4	At least (1) illustrative rendered perspectival drawing							
3D	Tier 2 Streetscape Design (SD)							
3D.1	Refine street type concept based upon previous charrette (3B)							
3D.2	Provide urban design & landscape feedback during regular check-ins							
3D.3 &	Develop SD design drawing set of the tier 2 streetscape design.							
3D.4	Incorporate all relevant regulations and standards as identified in the RFP							
Phase 4	Mobility Hub							
4A.1	Precedent collection and research around mobility hubs							
4A.2	Conceptual design of mobility hub, including concept 2d plans, 3d views, and diagrams, inclusive of metrics for GFA and parking counts							
4A.3	Present initial concepts for client feedback							
4A.4	Refine concepts based upon feedback							
4A.5	Presentation of final concept, including floor plans, program plans and diagrams, 3d views, elevations, and at least (1) illustrative rendering							

Meetings and Engagement



Project Kick-Off



Working Group Meeting



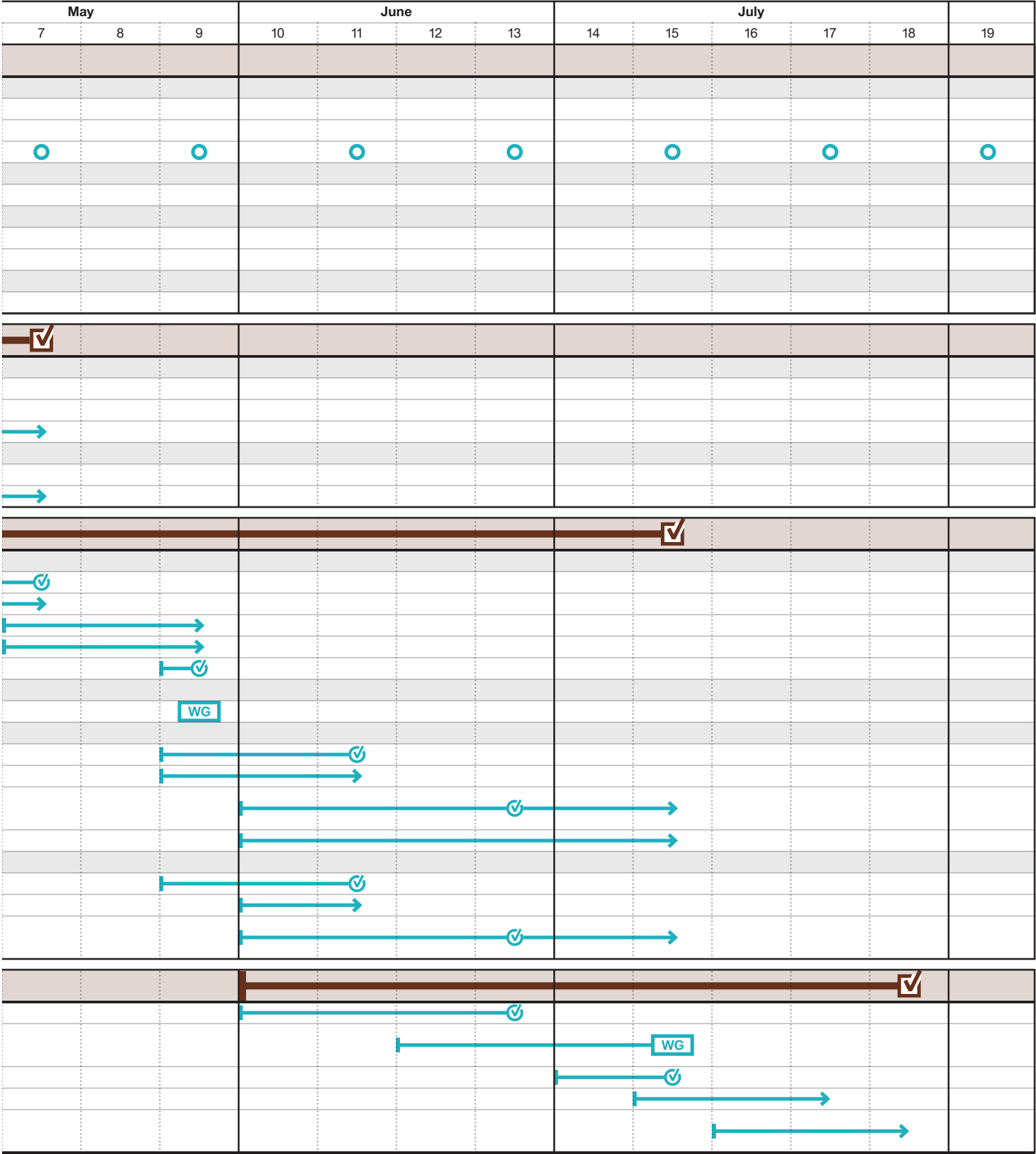
Milestone Deliverable



Bi-Weekly Check-in with City



Interim Deliverable



Relevant Experience

South End Transit Oriented Development Plan



Utile worked with VHB and the City of Burlington, Vermont on a development framework plan that would re-imagine a series of underutilized sites in the south end of the city. The project builds upon years of planning for the area, which include an adopted zoning overlay: The South End Innovation District (SEID), and the planBTV: South End report. The framework calls for contextually sensitive multi-family housing, a series of pedestrian, bike, and vehicular street networks, a centralized parking facility, and various open space improvements. The core values combined fundamental principles in walkability, human scaled urbanism, and resiliency; along with the unique arts, innovation, and culture of Burlington's South End.

Reference

David Saladino
Managing Director
DSaladino@vhb.com

VHB

40 IDX Drive
Building 100, Suite 200
South Burlington, VT 05403

Watertown Square



Utile was selected by the City of Watertown to lead an interdisciplinary team in creating an ambitious plan for Watertown Square. The Watertown Square Area Plan explores all physical and human-centered aspects of the study area, with a special emphasis on the configuration and design characteristics of the public realm - including streets, sidewalks, and open spaces - and the buildings that define and activate it.

The plan is intended to create the framework for a Watertown Square with lively public spaces, street designs that promote walking and biking, thriving businesses, shared public-private open spaces that are activated and



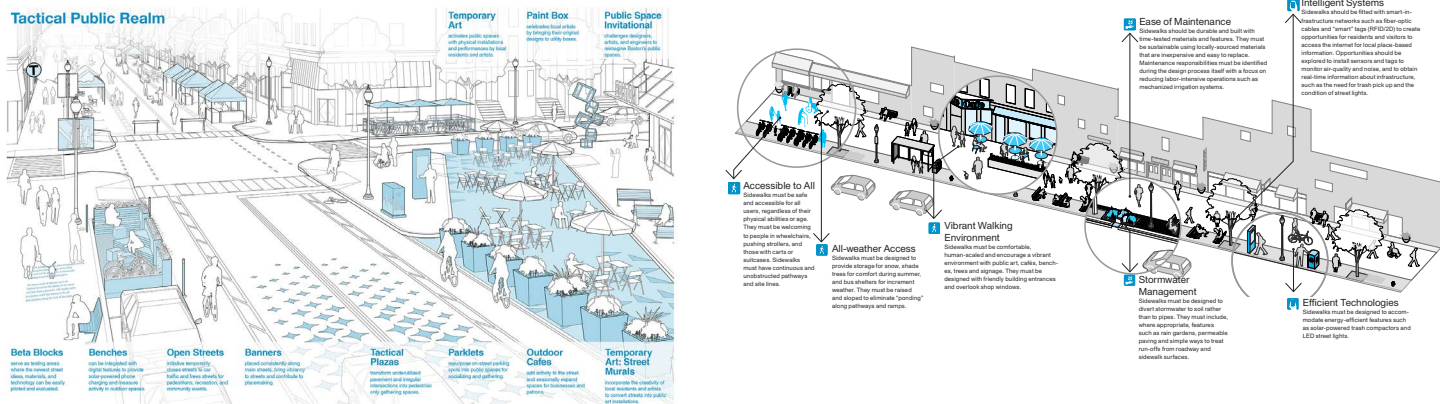
expanded, and enhanced access to the Charles River. In addition, the plan will explore and recommend policies that expand housing options, incentivize public art, and encourage the reuse, enhancement, or preservation of significant historic structures. These policy tools will be folded into new zoning that will bring Watertown into compliance with the MBTA Communities law.

Reference

George Proakis
City Manager
617-972-6465
gproakis@watertown-ma.gov

City of Watertown
149 Main Street
Watertown, MA 02472

Boston Complete Streets and Tactical Public Realm Guidelines



As part of a larger effort by the City of Boston to develop a comprehensive set of new street design guidelines, Utile was brought in as early-stage collaborator to develop an identity for the Complete Streets project, design the graphic content and layout for the Boston Complete Streets Manual, and develop a website. The manual—intended to reflect an ideological shift at City Hall in which the “car is no longer king”—will also function as an important reference document for government agencies, developers, engineers, architects, and other design professionals. Working iteratively with the Boston Transportation Department, Toole Design Group, and a city-appointed task force, Utile created a versatile palette of perspective sections that clearly and effectively illustrate the new guidelines for roadway, sidewalk, intersection, and streetscape design—all against a carefully constructed backdrop of façades and

street types evocative of Boston.

Following this, Utile worked with the City of Boston and the nonprofit A Better City and led the design development and process guidelines for tactical activation of the public realm. The project began with an audit of existing City policies around parklets and sidewalk cafes, leading to an overhaul of the way the City approaches placemaking interventions in the public realm. To codify the new regime, Utile created a Tactical Public Realm Standards document which includes both design guidelines and a how-to guide to the process of implementing a plaza, parklet, outdoor cafe, or street mural.

Reference

Vineet Gupta
Director of Policy and Planning
617-635-2756
vineet.gupta@boston.gov

Boston Transportation
Department
200 Frontage Rd
Boston, MA 02118

ParkingPLUS Prototype



Utile was one of four firms selected through a national selection process to design an innovative parking structure for a Long Island downtown. Utile's design—entitled “Civic Arches”—proposes a parking structure that is a robust and flexible piece of civic infrastructure. The prototype garage anticipates future non-parking uses with flat floor plates, a flexible column grid, and a stiffer and higher-capacity structural system.

Utile looked at WPA-era infrastructure and architecture for inspiration, and tested the prototype on three sites in

Rockville Centre to understand how the prototype could fit into the tight-knit context of a walkable downtown.

The design challenge was organized by the Long Island Index and its online publication, Build a Better Burb. The Long Island Index is a project of the Rauch Foundation.

Reference

Ann Golob
Director
AGolob@rauchfoundation.org

Rauch Foundation
229 7th St #306
Garden City, NY 11530

Impact Fee Projects

utile

Raymond Flynn Marine Park Master Plan Update

Utile was selected by the Boston Planning and Development Agency (BPDA) and the Economic Development and Industrial Corporation to produce an update to the master plan for the Raymond Flynn Marine Park. Working with BPDA/EDIC, Utile looked at how the marine park has changed since the last master plan update in 1999. The team conducted an economic analysis of the park's port facilities and identified the port's relative position in the regional maritime economy, as well as examined how future land uses relate to the South Boston Waterfront Innovation District. An updated master plan offers an opportunity to analyze the changes and challenges to this part of the Boston Harbor and to plot out a course for the next ten years, calling for a mixture of maritime industrial and related manufacturing, research and development, and supporting commercial uses.

Reference

Richard McGuinness, Deputy
Director for Waterfront Planning
(617) 918-4323
Richard.McGuinness@boston.gov

Boston Planning and Development
Agency; Economic Development and
Industrial Corporation
1 City Hall Square #9
Boston, MA 02201



Vancouver Innovation Center Trip Reduction, Sidewalk Labs

Developed mobility strategy and reduction credits to fit new development under trip cap.

Reference

Nerissa Moray, Director
646-707-1745
nerissa@sidewalklabs.com

Sidewalk Urban Development
10 Hudson Yards
New York, NY 10001

Comprehensive Impact Fee Study, Safety Harbor FL

Restructured and consolidated impact fee program to respond to current needs, deploying new phased implementation through custom software.

Reference

City of Safety Harbor
750 Main Street
Safety Harbor, FL, 34695

BTD Transportation Demand Management Point System

Developed new scored requirements for all large project reviews in Boston to deploy demand management measures and infrastructure.

Reference

Vineet Gupta
Director of Policy and Planning
617-635-2756
vineet.gupta@boston.gov

Boston Transportation
Department
200 Frontage Rd
Boston, MA 02118



Market Street

This \$21M streetscape design project started in 2012 and was completed in 2019. SE Group's work spanned the entire 7-year period, from early conceptual work to detailed streetscape design and construction review. The implementation of the street is the cornerstone of the City Center project in South Burlington. With colorful perennial plantings, permeable brick pavers, and generous sidewalks, the stage has been set for an attractive mixed-use center. The streetscape was designed to function as a multi-modal street to safely accommodate pedestrians, bikes and bus service. A "stormwater park" with native plantings and public art provides a relaxing space away from traffic for residents and visitors, while also supporting wildlife such as amphibians and songbirds.

Market Street was funded by two Federal earmarks (a total of \$5,486,000), Impact Fees collected from developers City-wide, and TIF District Financing (debt serviced by Increment).

Reference

Ilona Blanchard
Community Development Director
(802) 846-4123

South Burlington Vermont City
Manager's Office
City Hall
180 Market Street
South Burlington, Vermont 05403

References

City of Watertown

George Proakis, Director of Planning

617-972-6465

gproakis@somervillema.gov

Project: Watertown Square Plan

I-195 Redevelopment District

Caroline Skuncik, Executive Director

(401) 278-9100 x234

cskuncik@195district.com

Project: Providence I-195 Redevelopment District On-Call

City of Lynn

Aaron Clausen, Principal Planning Director

(781) 598-4000 Ext. 6853

aclausen@lynnma.gov

Cost Proposal

Note:

- Staffing allocation hours and total fee percent per task are estimates and subject to change pending scope refinement with the client group.
- The consultant team reserves the right to reallocate hours between subconsultant teams pending project direction.
- 3% of fee reserved for reimbursable expenses including travel, and printing costs. Upon designation, Utile will establish a more specific budget for reimbursable expenses.

The Consultant agrees to honor the price quotes shown until May, 2024

Firm		Utile			
		Urban Design and Planning			
		Principal-in-Charge	Project Manager / Senior Urban Designer	Architect and Urban Designer	Urban Designer
		T. Love	J. Yang	S. Naylor	C. McCracken
Rate		\$235	\$140	\$140	\$115
Phase 1	Project Definition and Work Plan				
1a	Project Kick-Off				
1a.1	• Kick-Off Meeting with City and Project Partners				
1a.2	• Create refined project work plan and schedule				
1a.3	• Attend bi-weekly project coordination meetings with City				
1b	Revised Engagement Plan				
1b.1	• Create refined engagement plan in coordination with City				
1c	Baseline Documentation and Review				
1c.1	• Collect and review site information and work during the MOU study				
1c.2	• Generate digital base documentation in 2D and 3D formats				
1d	Working Group: Phase 1 Review				
1d.1	• Meeting to present and review deliverables from Tasks 1A-C				
	Total Phase 1 Person-Hours				
	Phase 1 Fee				
Phase 2	Public Realm Framework				
2a	Neighborhood Connectivity Diagram				
2a.1	• Identify and diagram circulation options for enhanced ped and bike access				
2a.2	• Test right of way dimensions to accommodate non-car modes				
2a.3	• Create Neighborhood Connectivity Diagram				
2b	Open Space Network Diagram				
2b.1	• Diagram opportunities for enhanced open space connectivity				
2b.2	• Create Open Space Network diagram for MOU parcels				
	Total Phase 2 Person-Hours				
	Phase 2 Fee				
Phase 3	Streetscapes				
3a	Streetscape and Path Typologies				
3a.1	• Develop concepts for (2) tiers of streets.				
3a.2	• Compile precedents for street section design of the (2) street types				
3a.3	• Verify streetscape precedents with existing traffic standards.				
3a.4	• Compile open space and landscape references for street types				
3a.5	• Compile street concept materials into presentation slidedeck				
3b	Working Group: Streetscape and Path Precedents				
3b.1	• Present streetscape & path precedents to group				
3c	Central Street Streetscape Design (30%)				
3c.1	• Refine street type concept based upon previous charrette (3B)				
3c.2	Provide urban design & landscape feedback during regular check-ins				
3c.3 & 3c.4	• Develop 30% design drawings set of the central streetscape design. Incorporate all relevant regulations and standards as identified in the RFP.				
3c.4	• At least (1) illustrative rendered perspectival drawing				
3d	Tier 2 Streetscape Design (SD)				
3d.1	• Refine street type concept based upon previous charrette (3B)				
3d.2	• Provide urban design & landscape feedback during regular check-ins				
3d.3 & 3d.4	• Develop SD design drawing set of the tier 2 streetscape design. Incorporate all relevant regulations and standards as identified in the RFP.				
	Total Phase 3 Person-Hours				
	Phase 3 Fee				
Phase 4	Mobility Hub				
4a.1	Precedent collection and research around mobility hubs				
4a.2	Conceptual design of mobility hub, including concept 2d plans, 3d views, and diagrams, inclusive of metrics for GFA and parking counts				
4a.3	Present initial concepts for client feedback				
4a.4	Refine concepts based upon feedback				
4a.5	Presentation of final concept, including floor plans, program plans and diagrams, 3d views, elevations, and at least (1) illustrative rendering.				
	Total Phase 4 Person-Hours				
	Phase 4 Fee				
	Task Total Hours/Person				
	Total Fee/Person				
	Project Total Hours				
	Reimbursable Expenses (est. 3% of overall fee)				
	Project Total Fees				

**Attachment C:
Burlington Standard Contract Conditions For Consultants**

DRAFT

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

- 1. REGISTRATION:** The Consultant agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.
- 2. INSURANCE:** Prior to beginning any work, the Consultant shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the 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 be endorsed to name the City as an additional insured for the possible liabilities resulting from the Consultant's actions or omissions. Each policy (except professional liability) shall be endorsed to waive subrogation against the City. The liability insurance furnished by the Consultant is primary and non-contributory for all the additional insured.

The Consultant is responsible to verify and confirm in writing to the City that: (i) all sub-consultants must comply with the same insurance requirements as the Consultant; (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 Consultant for the Consultant's operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

- A. General Liability And Property Damage:** With respect to all operations performed by the Consultant, sub-consultants, agents or workers, it is the Consultant's responsibility to ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage 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 Consultant shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all sub-consultants carry the same workers' compensation insurance for all work performed by them under this Contract. Minimum limits for Employer's Liability:

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

C. Professional Liability Insurance:

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

D. Automobile Liability: The Consultant shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Contract. 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 Consultant shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Consultant, sub-consultant, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the

final plans as well as all related materials have been delivered by the consultant to, and accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an “individual occurrence” basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the Consultant’s possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

F. Umbrella/Excess Liability:

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

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

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

The Consultant warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Consultant to be paid, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right

to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

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

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

Conferences, visits to a site, or an inspection of the work, may be held at the request of any

involved party or by representatives of the City.

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

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

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

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

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

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

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

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

pertaining to the Contract.

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

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

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

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

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

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

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

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

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

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 Consultant as soon as practicable of any non-appropriation, and Contract Consultant shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

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 Consultant.

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

20. PUBLIC HEALTH EMERGENCY:

A. Compliance with Mandates and Guidance: The Consultant is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Consultant must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Consultant shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.

B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Consultant shall create a public health emergency plan acceptable to the City. The Consultant shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

- a. Public Health Emergency Plan:** The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Consultant's workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;

- iii. A schedule for possible updates to the plan as standards and mandates change; and
- iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

b. Review and Acceptance of Plan:

- i. Consultant must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
- ii. The City shall have sole discretion to require changes to the plan.
- iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

C. Enforcement & Stoppage of Work: Consultant fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Contract if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Consultant has adequately corrected its failure to comply with the above.

If Consultant's breach of Contract has not been cured within seven (7) days after notice to stop Work from the City, then City may terminate this Contract, at its discretion.

D. City Liability Relating to Potential Delays: If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to a public health emergency will be excusable, but will not be compensable.

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

and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

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

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

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

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

- 23. 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 Consultant written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Consultant fail or refuse to remedy the matters complained of within five days after the written notice is received by the Consultant, the City shall have the right to take control of the Work and either make good the deficiencies of the Consultant itself or direct the activities of the Consultant in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Consultant any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Consultant an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Consultant is in default after the time of completion stipulated in the Contract Documents.

- 24. RETURN OF MATERIALS:** Consultant 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.

- 25. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Consultant's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Consultant

or their sureties from any obligations under the Contract Documents or any performance or payment bond.

- 26. OWNERSHIP OF THE WORK:** The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 27. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 28. PUBLIC RECORDS:** The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 29. RECORDS RETENTION AND ACCESS:** The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Consultant in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Consultant further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created,

or maintained, such that their original use and purpose can be achieved. Consultant, sub-consultants, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

30. 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.

31. SETTLEMENTS OF MISUNDERSTANDINGS: Neither Party shall file any litigation arising from this Contract 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.

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

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

B. Termination for Cause:

- i. Breach: Consultant shall be in default if Consultant fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Consultant's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees 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.

Consultant will not be in default for any excusable delays as provided in Sections 19-21.

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

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

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

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

34. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Consultant will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Consultant, and any subconsultants, shall comply with any Federal, State, or local law, statute, regulation,

Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

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

36. TAX REQUIREMENTS: By signing the Contract, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Consultant is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

37. INDEMNIFICATION:

- A. Indemnification by Consultant: Except to the extent of the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Consultant or its subconsultants of any tier.
- B. Notice of Claims & City's Right to Participate: If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Consultant in writing that a claim to which the indemnification provision may apply has been filed. Consultant shall 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 Consultant or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Consultant or any third party.

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

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

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

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

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

42. 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.

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

44. RELATIONSHIP: The Consultant is an independent consultant and shall act in an independent capacity and not as officers or employees of the City. To that end, the Consultant

shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Consultant shall provide its own tools, materials, or equipment. The Parties agree that neither the Consultant nor its principal(s) or employees are entitled to any employee benefits from the City. Consultant understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Consultant agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

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

- 45. 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.
- 46. JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.
- 47. 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.
- 48. 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.
- 49. 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.
- 50. APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest versions applicable to the Contract.

51. 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.

52. 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 D:
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 E:
Burlington Outsourcing Ordinance Certification**

DRAFT

I, _____, on behalf of

_____ (Contractor) and in connection with the

_____ [project], hereby certify under oath that (1) Contractor shall comply with the City of Burlington’s Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

By: _____
Duly Authorized Agent

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ARTICLE VII. OUTSOURCING

21-90 Policy.

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

21-91 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 fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Outsourcing.* The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

21-92 Implementation.

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

21-93 Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer

shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

21-94 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 outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$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 violation of any provision of this article shall continue shall constitute a separate violation.

(c) 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 11-21-05/12-21-05)

21-95—21-99 Reserved.

**Attachment F:
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 G:
Consultant's Certificate of Insurance**

DRAFT

Resolution Relating to

**SUPPORT FOR THE PREDEVELOPMENT AGREEMENT
FOR SOUTH END COORDINATED REDEVELOPMENT**

RESOLUTION 8.3. —

Sponsor(s): Councilors Shannon,
Traverse

Introduced: 03/11/24

Referred to: _____

Action: adopted

Date: 03/11/24

Signed by Mayor: 03/13/24

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, in July 2023, the City Council unanimously approved the South End Innovation District
2 (SEID) Zoning Amendment, which was developed with the intent to promote a vibrant urban district with a
3 mix of uses, including hundreds of new homes and neighbors coexisting with new spaces for the arts, light
4 manufacturing, higher education and other commercial uses; and

5 WHEREAS, Burlington Community Development Corporation, an affiliate of the City, owns 68 Sears
6 Lane; Ride Your Bike, LLC owns 125 Lakeside Avenue; and Champlain College owns 125 Lakeside Avenue,
7 and collectively these parties (the “Parties”) own contiguous parcels totaling 13.3 acres in the core of the new
8 SEID; and

9 WHEREAS, on January 31, 2023, the Parties entered into a Memorandum of Understanding to
10 facilitate a conceptual design framework and infrastructure assessments for the coordinated redevelopment of
11 these parcels resulting in a vibrant sustainable and accessible mixed-use neighborhood; and

12 WHEREAS, the Parties agree this is a unique opportunity to develop a new sustainable, walkable,
13 bike-friendly, mixed-income neighborhood with public open spaces and resilient green infrastructure, and that
14 coordinated redevelopment will result in a sum that is greater than its parts; and

15 WHEREAS, the Parties acknowledge the ongoing conceptual design must be informed by the overall
16 water, wastewater, stormwater, traffic and parking projections – which in turn will enable the Parties to better
17 understand the magnitude of infrastructure constraints and develop strategies to address such constraints; and

18 WHEREAS, the Parties have been working together over the past year to develop a shared
19 understanding of the infrastructure opportunities and constraints for a transit-oriented-development with
20 funding from the Chittenden County Regional Planning Commission; and

21 WHEREAS, the Parties desire to redevelop these parcels in a coordinated fashion with a mixed-used
22 development project and, in order to do so, desire to continue collaborating and to enter into and memorialize
23 certain agreements for commitments to facilitate project development, as set forth in the draft Pre-
24 Development Agreement accompanying the staff memo;

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20
..... Clerk

Approved....., 20

Attest:

..... Mayor

Vol. Page

* * * * *

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Mayor to execute the
Pre-Development Agreement in substantial conformance with the documents attached hereto, subject to final
review and approval of the Office of the City Attorney.

SD/KP/JP/Resolutions 2024/Support for the Predevelopment Agreement for South End Coordinated Redevelopment
March 11, 2024

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

Planning Director Tuttle

ORIGINAL

RESOLUTION RELATING TO

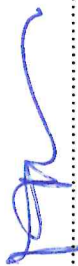
Support For The Predevelopment Agreement For South End Coordinated Redevelopment

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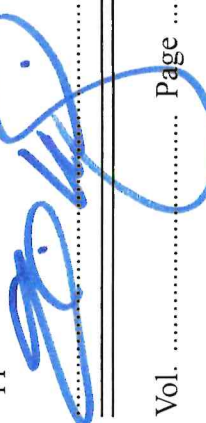
.....

Adopted by the City Council

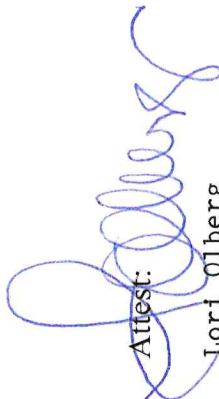
March 11....., 20 24.....

 Clerk

Approved..... March 13....., 20 24.....

 Mayor

Vol. Page



Lori Olberg
Licensing and Records Coordinator

* * * * *

Board of Finance and City Council Submission ChecklistDepartment: CEDO Submitter: Samantha DunnTitle/Subject: South End Coordinated Redevelopment Public Realm Design Contract

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

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	3/20/2024	Brian Pine
Mayor's Office informed and approved memo	Yes	3/20/2024	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	3/19/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	3/19/2024	Erik Ramkrishnan
CAO has reviewed budget, financing, and memo	Yes	3/20/2024	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	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Within the memo
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM

TO: License Committee/City Council

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

DATE: March 20, 2024

CC: Norman Baldwin, P.E., Division Director – Technical Services/City Engineer
Chapin Spencer, Director of Public Works.
Laura Wheelock, P.E., Sr. Public Works Engineer

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

Request

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

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

Overview

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

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

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

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

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

In preparation of the upcoming construction improvements, DPW has engaged the Public Works Commission during the May 2023 commission meeting for discussion, and again for approval on 7/26/2023. More information on the Great Streets Main Street project can be found here: <https://greatstreetsbtv.com/main-street>.

Recommendation

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

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

Attachments

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

Motions:

License Committee:

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

City Council:

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

An Equal Opportunity Employer

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CONSTRUCTION ENCUMBRANCE PERMIT AND LICENSE AGREEMENT

City of Burlington Department of Public Works

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

1. RECITALS

- A. Authority.** Authority to enter into this Agreement exists in the City Charter and Burlington City Ordinance 27-32. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

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

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

2. EFFECTIVE DATE AND TERM

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

termination date.

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

3. DEFINITIONS

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

4. GRANT OF LICENSE

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

5. LICENSE CONDITIONS

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

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

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

6. PAYMENT FOR LICENSE

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

7. INSURANCE

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

8. INDEMNIFICATION

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

writing that a claim to which the indemnification provision may apply has been received. Licensee shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim and to approve all proposed settlements of claims to which this provision applies. Under no conditions shall the City be obligated to indemnify the Licensee or any third party, nor shall the City be otherwise liable for expenses or reimbursement, including attorney's fees, collection costs, or other costs, of Licensee or any third party.

9. RESPONSIBILITY FOR SUPERVISION:

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

10. PUBLIC RELATIONS:

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

11. PERMITS

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

12. NUISANCES PROHIBITED

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

13. INSPECTION OF WORK:

The City shall, at all times, have access to the Premises for the purposes of inspection, and the Licensee shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Licensee shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Licensee.

14. ASSIGNMENT OF RIGHTS

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

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

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

15. LIMITATION OF RIGHTS

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

16. WAIVER

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

17. ENTIRE AGREEMENT

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

18. MODIFICATION

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

19. THIRD PARTY BENEFICIARIES

This Agreement does not confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement and do not create any right for such third parties.

20. ATTACHMENTS

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

Attachment A: Department of Public Works Encumbrance Recommendation Form

Attachment B: Photographs and Sketches of Encroachment

Attachment C: Encumbrance Fees

21. ORDER OF PRECEDENT

This Agreement shall control over any conflicting attachment.

— *Signature Page Follows* —

22. SIGNATURE PAGE

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

The Parties hereto have executed this Agreement

LICENSEE

DPW Director Chapin Spencer
Burlington Public Works

By: _____
Chapin Spencer

Date: _____

CITY OF BURLINGTON Mayor Miro Weinberger

By: _____
Mayor Miro Weinberger
Duly Authorized

Date: _____



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

DPW ENCUMBRANCE RECOMMENDATION FORM

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

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

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

YES []

NO ☒

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

YES ☒

NO []

3. Additional Comments: _____

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

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

YES []

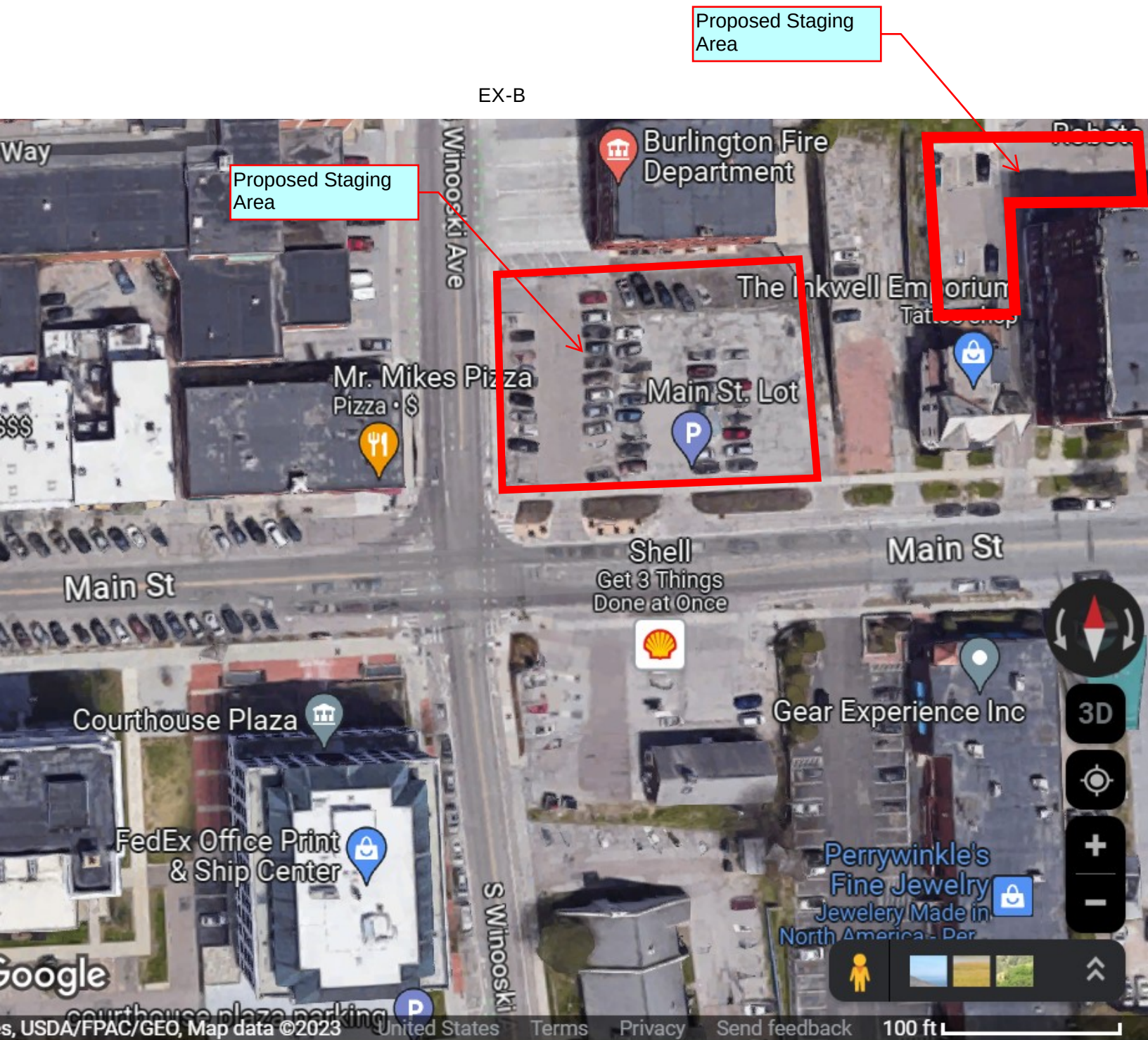
NO []

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

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

BELOW THIS LINE – DEPARTMENT OF PUBLIC WORKS OFFICE USE ONLY

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



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

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

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

Timeline

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

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

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

**BURLINGTON CITY COUNCIL WITH MAYOR PRESIDING
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 12, 2024
DRAFT**

MEMBERS PRESENT:

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

OTHERS PRESENT:

Katherine Schad
Kim Sturtevant
Jordan Redell
Lori Olberg

1. CALL TO ORDER and AGENDA

The meeting was called to order by Mayor Weinberger at 8:28 PM.

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

VOTING: unanimous; motion carries.

2. CONSENT AGENDA

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

2.2 Communication: C/T Office, re: Openings Boards and Commissions – waive the reading, accept the communication, and place it on file.

MOTION by City Council President Paul, SECOND by Councilor Magee, to adopt the consent agenda and take the actions indicated for items 2.1-2.2.

VOTING: unanimous; motion carries.

3. 2024 BOARD AND COMMISSION APPOINTMENTS

2.1 Conservation Board: Term Expires 6/30/27

MOTION by Councilor Traverse to nominate Leslie Spencer to the Conservation Board.

VOTING: unanimous; motion carries.

2.2 Development Review Board – Alternate: Term Expires 6/30/26

MOTION by City Council President Paul to nominate Marina Campbell to the Development Review Board (Alternate).

Ms. Campbell spoke about her interest in serving on the Development Review Board as an alternate member.

VOTING: unanimous; motion carries.

2.3 Board of Health: Term Expires 6/30/25

MOTION by Councilor Shannon to nominate Jane Seymour to the Board of Health.

MOTION by Councilor Grant to nominate Julia Rivers to the Board of Health.

Ms. Seymour spoke about her interest in serving on the Board of Health, noting her background as an epidemiologist.

VOTING (to appoint Ms. Seymour): unanimous; motion carries.

Councilor Traverse noted that there were many qualified applicants for this open seat on the Board of Health, thanked them for their interest, and encouraged them to consider applying to openings in the future.

4. ADJOURNMENT

4.1 Motion to adjourn

The City Council meeting adjourned without objection at 8:39 PM.

RScty: AACoonrad

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
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February 12, 2024
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Ali Dieng
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Sarah E Carpenter
Mark Barlow
Joe Magee
Gene Bergman
Ben Traverse
Tim Doherty
Melo Grant
Hannah King

OTHERS PRESENT:

Miro Weinberger
Katherine Schad
Lori Olberg
Kim Sturtevant
Jamie Feehan
Bruce Baker
Brian Pine
Rebeka Lawrence-Gomez
Christine Curtis
Cindi Wight
Meghan O'Daniel
Abby Duke
Dave Farrington
Patrick O'Brian
Al Senecal
Laura Wheelock
Julia Ursaki
Nic Longo
Dave Carman
Marie Friedman
Jeff Glassberg
Chapin Spencer

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 4:39 PM.

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

- **Remove from the consent agenda item 8.21. and place it on the Deliberative Agenda as item 9.9 (per City Council President Paul per Councilor Bergman);**
- **Remove from the consent agenda item 8.16 and place it on the Deliberative Agenda as item 9.10 (per City Council President Paul per Councilor Grant);**
- **Add to the consent agenda item 8.23. Communication: Margaret Prindle, re: NEIGHBORHOOD CODE;**
- **Add to the consent agenda item 8.24. Communication: Solveig Overby, re: Why has the City derailed the Gateway Block Request for Proposal process? 2/12/2024 City Council Agenda Item 4;**
- **Add to the consent agenda item 8.25. Communication: Beth Anderson, Member, Electric Light Commission, re: Resignation;**
- **Remove from the agenda item 9.2 (per COS Redell).**

VOTING: unanimous; motion carries.

2. LEGISLATIVE UPDATE AND MEETING WITH PRIMMER PIPER TEAM (VERBAL)

2.1. Legislative update and meeting with Primmer Piper team (verbal)

Jamie Feehan of Primmer Piper Eggleston & Cramer began by speaking about the legislative session and timeline. He noted that there are generally 3-4 weeks of legislative activity prior to crossover, which is when committees move bills from one chamber of the legislative to the other. He noted that generally, crossover occurs the week of March 15 for non-financial committees and the week of March 22 for financial committees. He noted that any bills that don't go through crossover will not be taken up that legislative session. He then spoke about several high-priority issues in the legislature that pertain to Burlington.

Mr. Feehan noted that the first issue pertains to property taxes, which are slated to increase by approximately 20% absent any changes. He noted one bill that was fast-tracked out of the House Ways & Means Committee that would repeal the 5% spending cap put in place by Act 127 and replace it with incentives for towns to cut their school budget growth over the next five years, and provides for a delay in school budget votes until after Town Meeting Day, which will give schools the chance to propose alternative budget options without the 5% cap. Councilor Barlow noted that the tax cap in Act 127 favors Burlington and asked whether measures were put in place to protect Burlington from an additional tax increase, if that cap is being repealed. Councilor Bergman asked if there is anything the Council or administration can do to advance the interests of the City as a whole, since the school budget vote and the City's proposed tax increase are intertwined. Councilor Bergman spoke about the \$400,000 threshold for determining income sensitivity, noting that the result of Burlington's last appraisal bumped many households over that threshold and made it more difficult for them to get relief. Mr. Feehan said that this is one of the levers that could be explored for tax relief at the State level. Mr. Bergman urged the legislative delegation to press this issue on behalf of Burlington. Councilor Grant noted that the voters are asked to vote on a budget and an estimated tax rate, and asked whether the City has ever gone over the estimated tax rate. Chief Administrative Officer Schad replied that they will need to follow up with an answer to this offline. Councilor Grant noted that Act 127 had many measures in it to improve equity, and asked how this proposed bill would affect those. She also wondered

how this delay would affect Burlington's ability to accurately project a tax rate in time to receive voter approval. Mr. Feehan noted that the pupil weighting methodology won't be changed to Burlington's detriment.

Mr. Feehan then spoke about emergency housing. He noted that the legislature is addressing this through the Budget Adjustment Act (SFY 24 BAA) bill, which is currently Bill 839. He noted that the motel voucher program was proposed to be extended by the House through June 30, and will pick it up again in the SFY 25 budget. He also noted that the SFY24 BAA also provides for 5 new shelters around the state to house segments of the unhoused population. He noted that the Senate passed an amendment on Friday that agreed to the 5 shelters but would extend the motel voucher program only to those in vulnerable populations through June 30 (he noted that this does not include the elderly or those on disabilities, unless they have other conditions). Councilor Shannon asked how many people the 5 shelters are estimated to house, and Mr. Feehan replied that his team can provide statistics on the number of unsheltered people and the number who would qualify (or not qualify) for housing based on modifications to the motel voucher program. Councilor Dieng asked about the types of shelters that are being proposed for those 5 new shelters and when they will come online. Mr. Feehan replied that they will only be running through June 30, and will be a mix of congregate housing and other types.

Councilor Hightower asked whether there has been an update on the just-cause eviction bill that came out of Burlington's proposed charter change, and Mr. Feehan replied that the legislature has not yet taken up any municipality's just-cause eviction proposals, since they are currently prioritizing emergency housing.

Mr. Feehan then spoke about other bills related to housing. He spoke about a large bill in the House that would modify Act 250 requirements to allow cities and towns with robust zoning and permitting regulations to be exempt from certain duplicate review processes at the State level. He also noted a bill in the Senate that largely focuses on addressing Act 250 as well.

Mr. Feehan then spoke about bills related to public safety. He spoke about a bill that would enhance penalties for violation of retail theft, which has since shifted into creating a program to help violators avoid repeat violation and addressing the root cause of the theft. He said that significant resources are being proposed to reducing the backlog of cases in the court systems. Mr. Feehan also noted a bill that would address auto theft, which would increase penalties and broaden the applicability of the charge. Mr. Feehan spoke about bills related to drug crimes and prohibiting ghost guns, and a bill related to overdose prevention centers, which has passed the House and is pending in the Senate. He also spoke about bills related to public transit funding and identifying new sources of that funding for public transit providers. Councilor Magee spoke about his support for H. 72 (overdose prevention centers), and asked that the Council be kept updated on its progress, and that Council involvement be considered as the bill continues its way through Montpelier. Councilor Grant spoke about overdose prevention centers, noting that the current governor has not taken this issue as seriously as it needs to be taken, given that tried and true methods of handling the opioid epidemic are no longer working. She asked whether the strategy is trying to get the governor on board with a bill or ensuring that the legislature has a veto-proof majority on a bill, and Mr. Feehan replied that it could be either of those two strategies.

City Council President Paul asked that Councilors be kept informed of bills, their status, and dates where it could be valuable to represent the issues in Montpelier.

3. PRESENTATION ON FORMER YMCA FROM BRUCE BAKER (VERBAL)

3.1 Presentation on former YMCA from Bruce Baker (verbal)

Cleary Buckley, the architect for the developer, said that this is a proposal for redeveloping the former YMCA building on College Street in Burlington. He noted that the historic building is on the historic register, and that they have negotiated with the local and state historic groups to tear down the existing structure except for the part with the gabled roof. He said that the project will contain 90 apartment units, amenity

spaces on the ground floor, and parking below grade. He said that the site has a significant grade change between South Union and the portion behind City Market and the Howard Center, so there is accommodation for some parking. He said that the project is six stories tall. He said that they anticipate having a cost estimate for the project available next week. Councilor Doherty asked how the developer will attract a variety of tenants, noting that he has heard that this development will be for student housing. Mr. Baker replied that these units will all be rentals, and the proximity to downtown will attract a variety of people. Councilor Dieng asked about the timeline and inclusionary zoning provisions. Mr. Baker replied that hope to secure permits in June and begin construction, which should take two years. He said that they will likely have 20% of the units as inclusionary zoning units. Mr. Baker spoke about some of the challenges of constructing on this lot, which include the uneven terrain, tight urban configuration with no possible areas for staging, soils that are insufficient for new buildings, preserving a portion of the historic structure, and the challenges of building to LEED standards. Councilor Grant asked about the unit mix for the 90 units. Mr. Buckley replied that it would be a mix of studios, 3-bedroom, and 4-bedroom units, with a smaller amount of 1-bedroom and 2-bedroom units. He said that they are trying to attract families and young professionals. Councilor Grant asked whether the property will be monitored, given that it has been a focus of trespassing and graffiti, and that it is currently fenced off. Mr. Baker noted that they have gotten permission from the fire marshal to block the windows from the inside, to protect construction site tools. He said that more construction activity at the site has also deterred nefarious behavior, since the site is less unsupervised. He said that they will also designate a person during construction to be a point of contact for community needs. Councilor Traverse noted that there are a handful of new measures this Council has adopted that will impact this project, and he asked about the project's parking plans (given the elimination of minimum parking requirements) and asked whether the developer anticipates fully electrifying the property. Mr. Buckley replied that the project is slated to have 43 parking spaces below grade. He said that hot water generation will be through gas. He said that the HVAC systems will be electric heat pump/split systems. He said that the building envelope will be well-insulated and to LEED gold standard. Councilor Bergman asked about the noise-proofing between units, and Mr. Cleary spoke to the details of the insulation between units. Councilor Magee asked about timing for demolition and construction, and Mr. Baker replied that they are hoping that they can secure permitting and begin the demolition and construction in June. City Council President Paul noted that a number of constituents that live near this area are excited about the prospect of having more housing for families in this area.

4. COMMUNICATION: MAYOR MIRO WEINBERGER RE: SOUTH END COORDINATED REDEVELOPMENT PREDEVELOPMENT AGREEMENT AND GATEWAY BLOCK PREDEVELOPMENT AGREEMENT (VERBAL) **EXPECTED EXECUTIVE SESSION**

4.1. Communication: Mayor Miro Weinberger re: South End Coordinated Redevelopment Predevelopment Agreement and Gateway Block Predevelopment Agreement (verbal) **expected executive session**

Mayor Weinberger said that this pertains to two different projects (the South End project and the Gateway Block project), in different locations in the City. He said that while there are differences between the two, one of his goals is to make sure that there is consensus between his administration and the City Council about the direction in which these projects will go, as well as consistency between this direction and the goals of the private partners with whom the City is engaged on these projects. He noted that no action will be taken tonight based on discussion in executive session.

Councilor Bergman noted that there have been some complaints about how these types of issues, such as development agreements, are handled during executive session. He said that there should be public discussion and opportunity for dialogue first, especially related to the goals of these projects, after which it is more appropriate to have executive session. Councilor Hightower agreed, saying that discussions about goals could be held in open session, while discussions about what a predevelopment agreement could look like are better handled in executive session. Mayor Weinberger noted that both the Gateway Block and South End developments have gone through months of public discussion and debate. He said that he thinks it would be a good next step to take these concepts and goals around these projects and

articulate them in predevelopment agreements with the developers. Councilor Grant disagreed with the Mayor, saying she has gotten feedback from her constituents about lack of engagement, noting that the Council had been asked to vote on a Letter of Intent related to the Gateway Block without a public process.

MOTION by Councilor Doherty, SECOND by Councilor Barlow, to enter into executive session for the Council to communicate with legal counsel and the City Administration about negotiations related to the South End Coordinated Redevelopment Predevelopment Agreement and Gateway Block Predevelopment Agreement, pursuant to 1 V.S.A 313(a)(2), to include the Mayor's staff, City Attorney's Office, CEDO Director, the Assistant CEDO Director, the Planning Director, the Principal Planner, and consultant Jeff Glassberg.

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

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

5.1 Verbal Comments

Forum opened at 7:43 PM.

COMMENTS:

Burlington residents (in person):

- Jake Schumann noted that he will be presenting later tonight as part of the dog task force. He spoke about task forces as a great tool for the City to use as an opportunity for a group of residents, representing diverse perspectives, to come together to solve a problem. He expressed regret that a task force model could not be utilized for some of the Palestinian/Israeli issues that have come before this Council that have been particularly divisive.
- Jane McDougal spoke about the lack of policing downtown and said that more policing is needed to help ensure the safety of residents, particularly those housed at Cathedral Square, given the rampant drug use in that area.
- James Sherrard spoke about item 9.4, the item regarding an amendment to the CityPlace agreement. He categorized this as a bait and switch, saying that sacrificing 70 housing units for 350 hotel rooms (as is proposed) is a bait and switch on the part of the CityPlace developers. He said that there is an acute shortage of housing for Burlingtonians now. He urged the Council to ask the developers to support the agreement as it stands, and not support this proposed amendment.
- Solveig Overby expressed concern about the Gateway Block project, asking why the City has derailed the Gateway Block request for proposal process, given that there was a process established in 2019 that was then replaced by a sole source bidder's Letter of Intent. She asked the Council to engage in a public process to develop the three properties associated with the Gateway Block.
- Romeo von Hermann expressed concerns about the ever-changing priorities of the CityPlace project. He said that the City has enough hotels and does not need more, but it does need more housing.
- Kathy Owell urged the Council to heed the NPAs' 45-day request to give the citizens a chance to understand what issues are before the Council and the opportunity to discuss them with their Councilors. She said that citizens aren't being given enough time to discuss recent issues, such as the zoning amendments, the change in the number of housing units being proposed for removal from the CityPlace agreement, and the lack of an RFP process on the Gateway Block project. She said that this can open the City up to lawsuits and that it needs to slow down and not rush the public process.
- Karen Long said that the Neighborhood Code conversation began as a way to get more two, three, and four unit-buildings into the City, but has now morphed into a proposal to get 8 to 10-unit buildings on almost every City lot. She said that the Planning Office and

Committee should discuss the implications of these proposed changes on stormwater and water management, given how gravely runoff affects the lake. She said that the CityPlace agreement now proposes replaces 77 housing units with 350 hotel rooms, which the City doesn't need. She said that the safeguards to protect against amendments like this were broken when the zoning for this development was fast-tracked. She also said that the Council was misled in November and pressured to vote on the Gateway Block Letter of Intent.

- Michael Long advised the Council to proceed thoughtfully on the number of important policy and project items on tonight's deliberative agenda, and not try and rush to make decisions for the sake of making decisions prior to the end of this Council session and administration.
- Chris Gish expressed frustration about how the administration and City Council handle climate policy and the democratic process. He spoke about the engagement in the public process that he and other constituents went through over the past year, but that it doesn't seem like they have had any impact on public policy. He urged the City to support item 9.9, and urged the Council to listen to the people and not special interests or polluters.

Burlington residents (via Zoom):

- Ry Sherman said that the City needs real climate policies and that the Council needs to stand up and lead the City toward real climate action. He urged the Council to vote in support of item 9.9 and allow this item to go on the ballot for the voters to weigh in. He noted that UVM spoke against this measure at the last Council meeting, but that UVM does not represent its diverse student body, many of whom are supportive of this resolution.
- Sharon Bushor said that there have been so many significant issues that impact Burlington up for the Council's consideration over the past six months that there has been little time for public input. She said that constituents feel left out and that they are not being heard. She spoke about the proposed CityPlace agreement changes, and asked whether the Mayor had outreached to UVM or the hospital and asked if they would have liked to have some residential presence at CityPlace for their employees, given that the hospital is actively looking for places for its employees to live. She also asked whether Mr. Baker had done similar outreach to the hospital or university for the development he is proposing for the former YMCA building discussed earlier tonight.
- Caroline Wydman said that UVM students are demanding climate action, and urged the Council to vote in support of putting the carbon emission item on the ballot to enable voters to weigh in on it.

Burlington property-owners or organizations (in person):

- Laura Marino spoke as the property manager at Cathedral Square in support of the use of HOME and CDBG funding to provide affordable housing for low-income older adults. She said that they serve 1,300 residents in 27 housing communities, ten of which are in Burlington, and that 93% of residents are low or very low income and almost 20% were previously homeless. She said that the services provided by SASH (Supports and Services at Home) are integral to supporting aging in place for the fastest-growing demographic in the state.

Forum closed at 8:09 PM.

6. CLIMATE EMERGENCY REPORTS

6.1 Verbal Reports

Mayor Weinberger spoke about legislation that proposes changes to the State's renewable energy standard, saying that it is making its way through the House, and would achieve 100% renewable energy statewide by 2030. He also noted that Burlington Electric Department just acquired two electric Ford F-150 trucks to replace gasoline-fueled vehicles in its fleet.

7. PUBLIC HEALTH & SAFETY EMERGENCY UPDATES

7.1 Verbal Reports

Councilor Grant provided information from the Chittenden County State Attorney's Office about the number of cases they have, the backlog, and information on the types of cases they have received. She noted that there is fear and frustration in the community, which has created a hotbed of misinformation and disinformation about the State Attorney's Office and its actions. She noted that Chittenden County had 2,990 pending criminal cases at the beginning of February, which include 45 pending assault and robbery charges, 182 pending burglary charges, 789 pending retail theft cases, and 222 operation without owner's consent (car theft) charges. She further noted that the State's Attorney herself is carrying over 200 cases, including several murders. She said that the clearance rate for cases continues to be consistent and good. She said that the State Attorneys across the state cannot prosecute on complaints they haven't received, and urged community members to submit an incident if they feel there is one, and follow up on it to ensure that it was logged. She said that she spoke at the Ward 8 NPA about public safety and officer staffing levels.

Mayor Weinberger spoke about the City's efforts to expand methadone access, given that the opioid crisis has changed and that the drug treatment of choice (buprenorphine) is no longer as effective and that methadone is also needed to address the crisis. He noted that an RFP was issued for more methadone treatment and that the Howard Center responded to it. He said that he hopes this means expanded methadone access in Chittenden County. He said that if approved, this dosing center would be located within the Community Health Centers of Burlington. He additionally provided an update on the winter warming shelter, noting that donations were received from Hannaford's Supermarkets (\$90,000) and from the State (\$37,000) to fund nursing services at the City's three low-barrier shelters. He noted that the winter warming shelter has served over 100 people since opening in December.

8. CONSENT AGENDA

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

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

8.3 Communication: C/T Office, re: January 16, 2024 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the February 26, 2024 Regular City Council Meeting.

8.4 Communication: C/T Office, re: January 22, 2024 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes at the February 26, 2024 Regular City Council Meeting.

8.5 Communication: C/T Office, re: January 29, 2024 Regular City Council Meeting Minutes, Draft – waive the reading, accept the communication, place it on file and adopt the minutes at the February 26, 2024 Regular City Council Meeting.

8.6 Special Event Outdoor Entertainment Permit Application (May 2024-September 2024): Higher Ground, BCA Center – 405 Pine Street (in back parking lot of building) - approve the special event outdoor entertainment permit application (May 2024 - September 2024) for Higher Ground, BCA Center - 405 Pine Street (in back parking lot of building).

8.7 Special Event Outdoor Entertainment Permit Application (Friday, April 5, 2024 to Monday, April 8, 2024): The Pinery, 377 Pine Street – approve the special event outdoor entertainment permit application (April 5, 2024 to April 8, 2024) for the Pinery, 377 Pine Street.

8.8 Special Event Outdoor Entertainment Permit Application (May 17 – August 30): South End Get Down, 377 Pine Street - approve the special event outdoor entertainment permit application for South End Get Down, 4:30 pm – 11:00 pm every Friday, 377 Pine Street.

8.9 Special Event Outdoor Entertainment Permit Application (9/19/24 to 9/22/24): Oktoberfest, Burlington Waterfront - approve the special event outdoor entertainment permit application (9/19/24 to 9/22/24) for Oktoberfest, Burlington Waterfront.

8.10 Communication: Mayor Miro Weinberger, re: Appointments of Brian Lowe and Kirby Dunn to the Burlington Housing Authority Board – accept the communication and place it on file.

8.11 2024-2025 Tobacco License and Tobacco Substitute Endorsement Renewals: see attached list – approve the 2024-2025 Tobacco License and Tobacco Substitute Endorsement Renewals as listed.

8.12 Communication: Solveig Overby, re: 1/29/24 City Council PF – waive the reading and place the communication on file.

8.13 Motion to Authorize Chief Innovation Officer to enter into a contract for email services – I&T – approve and recommend that the City Council approve and authorize the Chief Innovation Officer execute an agreement with GovConnection, Inc. and Microsoft for email services for a total amount not to exceed \$165,000 over three years, subject to final contract approval by the City Attorney’s Office.

8.14 Authorization to Execute Contracts for two Great Street CityPlace Streetscape Public Art Projects – BCA/DPW - authorize the Director of Burlington City Arts to execute the following Artist Agreements for public art surrounding CityPlace Burlington, for contract values not to exceed \$182,500 in the aggregate, with additional approved contingency funds in the amount of \$17,500 to fund any future necessary contract amendments or city scope related to the public art projects, for a total authorized expenditure not to exceed \$200,000, subject to review and approval by the City Attorney’s Office and contingent upon City Council approval of Budget Amendment for BTC Public Improvements for Public Art Contracts and ARDA Amendment: 1. A contract with Studio Projects, LLC in an amount not to exceed \$92,500 for final design, fabrication, and installation of artwork; and 2. A contract with Studio KCA in an amount not to exceed \$90,000 for final design, fabrication, and installation of artwork.

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

8.16 Van Purchase For Burlington Cares - **NOW AGENDA ITEM 9.10.**

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

8.18 Request to Amend a Contract with Nelson/Nygaard Consulting Associates, Inc. for Consultant Services for the Citywide Transportation Study – Planning – approve and authorize the Director of City Planning to amend the maximum limiting amount for the CTOS study to a total of \$104,373.50 and to execute a contract amendment with Nelson/.Nygaard Consulting Associates, Inc. for the revised amount and for the purposes of replacing the scope of work for Task 1A, subject to final review and approval of the City Attorney’s Office.

8.19 Budget Amendment and Contract Amendment for BTC Public Improvements and Associated Public Art Contracts – DPW - 1. Approve and authorize the use of \$200,000 in Waterfront TIF funds towards the BTC Public Improvements, Public Art project budget, as further detailed in the amendments to the project budgets as described in the above table labeled “NW Budget-TIF Only” and subject to the attached Budget Amendment form; and 2. Approve and authorize the use of \$1,054,624 in Waterfront TIF funds towards the BTC Public Improvements, BTC Public Improvement TIF project budget, as further detailed in the amendments to the project budgets as described in the above table labeled “NW Budget-TIF Only” and subject to the attached Budget Amendment form; and 3. Approve and authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of the funds in substantial conformance with Attachment 1; and 4. Approve and authorize the Director of Public Works to execute a second contract amendment with Stantec Consulting Services, Inc. for the development of an updated design for the Great Streets Bank & Cherry Street project in an additional amount up to \$85,716, and any necessary future amendments in furtherance of updating the current design using up to \$8,571.60 (10%) in available contingency funds, for a total authorized contract amount not to exceed \$1,340,003.32, subject to the review and approval of the City Attorney’s Office.

8.20 FIO Documents – for information only.

8.21 Resolution: Implementation of a Carbon Pollution Impact Fee (TEUC (Councilors Bergman and King)) ****NOW AGENDA ITEM 9.9****
8.22 Resolution: Climate Policy Review and Next Steps For Existing Commercial And Industrial Buildings Less Than 50,000 Square Feet (Councilors Traverse, Barlow) – postpone to a date certain to the February 26, 2024 Regular City Council Meeting.
8.23. Communication: Margaret Prindle, re: NEIGHBORHOOD CODE – waive the reading and place the communication on file.
8.24 Communication: Solveig Overby, re: Why has the City derailed the Gateway Block Request for Proposal process? 2/12/2024 City Council Agenda Item 4 - waive the reading and place the communication on file.

MOTION by Councilor Dieng, SECOND by Councilor Shannon, to adopt the consent agenda and take the actions indicated for items 8.1-8.24.

VOTING: unanimous; motion carries.

9. DELIBERATIVE AGENDA

9.1 Public Hearing: City's 2024-2028 Consolidated Plan for Housing and Community Development – CEDO
Director Pine began by noting that they are here before the Council to gather feedback about housing and community development needs, in order to inform the City's plan for housing and community development for the next five years. He said that this is a way for the City to think strategically about its community development needs and market conditions, and make data-driven, place-based decisions on investment of scarce federal dollars. Housing Program Manager Lawrence-Gomez spoke in more detail about the broad public engagement process CEDO has undertaken to inform this next five-year plan. She said that they have met with healthcare providers, housing providers, individuals, state departments within the Agency of Human Services, as well as fielded an online survey, which is still open but has yielded many responses so far. She noted that they are collecting feedback and incorporating it into the consolidated plan through March and will be returning to the Council in April with a draft plan for approval, and anticipate submitting the plan to the federal government at the end of May.

City Council President Paul opened the public hearing.
There were no public comments.

City Council President Paul closed the public hearing.

Councilor Hightower asked whether CEDO plans to give a presentation on the survey results. Director Pine replied that yes, they plan to present the results of the survey once it is closed.

Councilor Carpenter asked whether there are any major changes that will drive how funding will be used going forward versus how it used to be used. Director Pine replied that the federal government hasn't given any direction that departs from that of the past, though he noted that the amount of funding in real dollars has decreased dramatically since the 1990s, in part now due to inflation.

Councilor Dieng asked about the level of engagement necessary for an engagement campaign to be considered successful. Housing Program Manager Lawrence-Gomez replied that CEDO is less focused on the number of people who have been engaged but more at having as wide an array of responses as possible, especially from vulnerable populations. Councilor Dieng asked how CEDO has been using the City's Language Access Plan to reach diverse populations in the City. Housing Program Manager Lawrence-Gomez replied that they connected with the Associations of Africans Living in Vermont and worked in partnership with them to identify the needs of the communities that they represent. She noted that the online survey has been translated into multiple languages. She also noted that CEDO staff attended the Trusted

Community Voices meeting and heard directly from them about their experiences and community needs. Councilor Dieng suggested directly outreaching members of the New American community rather than going through an organization.

9.2 Communication: Mayor Miro Weinberger, re: Appointment of Assistant City Attorney ****ITEM REMOVED FROM AGENDA****
Item removed from agenda.

9.3 City of Burlington, VT 2021-2023 Dog Task Force Report

Maria Karunungan, Chair of the Dog Task Force, began by introducing the other present members of the task force (Jake Schumann, Kyle Tansley, Ilona Blanchard, and Lori Kettler). She noted that the task force was tasked with a mixture of policy recommendations and implementation requests. She noted that recommendations included updating animal-related city ordinances, improving licensing process and increasing the number of licenses, requiring licensing of cats and prohibiting at-large cats in the City, improving reporting, compliance, and enforcement through the creation of an Animal Control Officer (ACO) and adding experts to the Animal Control Committee, establishing a policy for off-leash dogs, and creating and expanding the annual calendar of education outreach, activities, and parks-based events to reduce issues and conflict. She said that in terms of updating ordinances, the task force specifically reviewed Chapter 5, which relates to animals, and they updated language, improved the animal shelter policy, added language to require the licensing of cats, increase licenses fees and dedicate funds to improving the welfare of dogs and cats, and strengthened enforcement measures. In terms of licensing recommendations, they recommended improving the licensing process, increasing the number of animals in the City that are licensed, and allocating revenues appropriately. She noted that the City's current estimated rate of licensing is 11%, and that the City is receiving around \$24,000 per year in licensing revenues. She said that with the recommendations outlined in this report, the projected increase in revenue to the City from improved licensing outreach and efforts to encourage compliance could be between an additional \$70,000 and \$276,000 per year. She spoke in more detail about recommendations around cat licensing. She said that the task force recommends requiring cats to be licensed and to prohibit at-large cats. She said that licensing cats would improve their welfare, aid in identification for animal control purposes, and to better ensure public safety. She said that prohibiting at-large cats would reduce disease, injury, and fatalities, reduce neighborhood nuisances, and improve wildlife conservation efforts, particularly for birds. She noted that Burlington would not be the first municipality to implement this. She spoke about recommendations related to reporting, enforcement, and compliance, such as the creation of an Animal Control Officer, adding professional experts to the Animal Control Committee, increasing accessibility of reporting and ensuring issues are responded to, increasing the consequences of ordinance violations, and improving the City's animal shelter provisions. She then spoke about recommendations related to off-leash areas, noting that the task force recommends that off-leash areas be expanded in the City. She said that the task force recommends establishing a policy for off-leash dogs that includes the management and creation of fenced and unfenced off-leash dog areas, and that this policy would have oversight from the Parks Commission. She spoke about a proposed pilot program of unfenced off-leash dog areas with clear signage and rules, and then spoke about potential areas in the City that could host this pilot program. She then presented a proposed annual education and outreach calendar.

Councilor Magee spoke about the collaboration between this task force and the Parks, Arts, and Culture Committee, and thanked the task force for its diligent and hard work over the past several years to bring forth these recommendations. He noted that the Parks, Arts, and Culture Committee is supportive of these recommendations

Councilor Doherty spoke about two important points within these recommendations, which are recognizing the negative impact of stray and at-large cats on the City's songbird population, and recognizing the potential impacts of exotic pets on Burlington's environment (particularly its waterways).

Councilor Grant noted that at-large cats include not just strays but any cat that is outdoors, and that people would need to find ways to keep their cats inside or on their property if at-large cats are prohibited. Ms. Karunungan noted that they have put together materials to help educate people on this.

Councilor Barlow thanked the task force for its work on this. He asked whether there has been prioritization of these recommendations, and whether some of them should be implemented before others. Mr. Schumann replied that there isn't currently an effective policy in place right now, so having an off-leash policy codified in ordinance is important. He also noted that the budget recommendations could be particularly impactful for the upcoming budget season, so he encouraged the City to look at that sooner rather than later.

Councilor Hightower asked whether the report could be referred to the Ordinance Committee, rather than placed on file. Assistant City Attorney Sturtevant replied in the affirmative.

MOTION by Councilor Hightower, SECOND by Councilor Magee, to waive the reading, accept the report, place it on file, and refer it to the Ordinance Committee.

DISCUSSION:

- **Councilor Carpenter noted that the underperformance in licensing isn't something the Ordinance Committee is equipped to deal with. She made a friendly amendment to request that the parts of the report that are germane to the Parks, Arts, and Culture Committee (such as the underperformance in licensing) be referred to the Parks, Arts, and Culture Committee.**
- **Councilors discussed postponing this item, so that the City Attorney's Office can review the report and determine which parts should be referred to which committees for further work to implement the recommendations.**

MOTION by Councilor Magee, SECOND by Councilor Traverse, to postpone action on this item until the City Council's February 26, 2024 meeting.

VOTING: unanimous; motion carries.

9.4 Second Amendment to Second Amended and Restated Development Agreement, CityPlace Partners LLC – Mayor's Office
Mayor Weinberger spoke briefly about the history of the CityPlace project, which began about a decade ago. He noted that in the fall of 2022, the Council approved the ARDA 2.0 (the Amended and Restated Development Agreement), which allowed the new local development team to move forward, break ground, and begin on the lowest levels of the project. He said that the partners were clear at that time that they were still putting together a financing plan and considering an array of development plans. He said that throughout the agreement discussion, the developers and the administration noted that this is a complex project and that more changes would likely be needed. He said that tonight, they can say with certainty that this effort will succeed. He noted that the South Tower at CityPlace is the tallest structure in Vermont and should be completed and open to residents within the next year. He said that most of the foundation of the second building (the North Tower) has been constructed, and it is anticipated that it will open in 2026. He said that by approving this series of amendments, the Council will allow the project to take another critical step forward. He said that the proposed changes are the addition of another hotel and the reduction of about 70 permanent homes from the project. He acknowledged that these changes would include an additional 350 hotel rooms, which would bring business into the City's downtown. He said that this new set of amendments would include at least 350 apartments, 70 of which will be permanently affordable, and has 30% more homes than the first development agreement that the Council approved (in 2018). He said that this is not a bait and switch, and that it represents a major step toward increasing the housing supply in the City. He urged the Council to approve this set of amendments, speaking about the CityPlace partners' efforts to ensure that this project is viable in the face of significant

headwinds around supply chain issues, inflation, and increased costs. He said that approving these amendments would also continue the efforts to ensure that significant public and private investment in the downtown continue to take place. He spoke about other large scale projects, such as the Main Street Great Streets project and the Cambrian Rise development, saying that the City has never had as much public investment being made as it is now, and hasn't had as much housing being created as it is now.

Outside legal counsel Tim Sampson began a brief presentation, noting that they will discuss the development agreement's history, project updates, and the second amendment to the agreement. He noted that the original development agreement was executed in 2017, and then paused until ARDA 1.0 in May 2021 and ARDA 2.0 in November of 2022, as well as the first amendment to the ARDA 2.0 in June of 2023. He briefly spoke about project updates, noting new partnership from the Giri group to provide a source for substantial third-party financing, the shift of Champlain Housing Trust's affordable housing component into the Cambrian Rise project, resulting in the CityPlace partners developing their own inclusionary zoning units. He noted that changes with this second amendment would include some program changes, adjustments to the timing, adjustments to the inclusionary housing provisions, adjustments to allow for progress payments toward the public improvements that the partners are doing, and updates on the TIF financing.

Attorney Sampson spoke in more detail about the amendment. He spoke about building program changes. He noted that there were originally going to be 272 units, which is now guaranteed to be a minimum of 350 units. He noted that the number of hotel rooms would increase from approximately 140 to not more than 350. He outlined changes in timing, saying that the south and north buildings were slated for completion by November 2025 and the CHT component completed by 2026, but now the proposal is to complete the south building by November 2025 and the north building by June 30, 2026. He spoke about changes to the inclusionary housing component of the project. He noted that the CityPlace partners will self-develop their inclusionary zoning units, and that they will be located in the north building and integrated throughout it. He said that there are provisions that protect the City to ensure that these IZ units materialize. He then spoke about progress payments for public improvements, saying that the current agreement allowed for TIF funding to be deployed when both towers are under construction contracts, but the proposed amendment would allow for the TIF funding to flow when the south tower has been fully financed. He said that the TIF financing protections would remain in place for this set of amendments.

MOTION by Councilor Carpenter, SECOND by Councilor Shannon, to approve and authorize Mayor Miro Weinberger to execute a Second Amendment to Second Amended and Restated Development Agreement with Cityplace Partners LLC, in substantial conformance with the attached draft and subject to the final review and approval of the City's attorney.

DISCUSSION:

- Councilor Carpenter said that she is excited to see this project continue to move forward, and that it will represent a large effort to increase the housing supply as well as business in the downtown area.
- Mr. Farrington, one of the CityPlace Partners, spoke about how they have had to pivot with this project to adjust to the realities of increased construction costs, labor costs, and higher interest rates, but emphasized that they are committed to completing this project.
- Councilor Bergman asked for an explanation of why voting against these proposed amendments puts the project at risk. Mr. Farrington replied that the risks are around the economics of the project, because they are getting bank financing for 75% of the project and the partners need to demonstrate that this is a solid return on investment to the banks. Councilor Bergman said he is not supportive of the loss of 75 housing units, but he agreed that there are benefits for having more hotel units. He asked how the public will be able to access the inclusionary zoning units. Mr. O'Brian replied that a waiting list may be developed, but that it is too soon to discuss that at this juncture.
- Councilor Hightower expressed support for the agreement, even with these amendments. She said that the public and Council have not been given enough time to digest these changes, and would like to postpone a vote on this item until

the Council's second February meeting. She expressed disappointment in how quickly large items like this are put in front of the public and the public isn't given enough time to give their input prior to the Council voting on them.

- Councilor Magee expressed support for the project, saying that looking at it from a pig picture lens, it is beneficial to the City to have more hotel rooms and increased residential housing. He said he is supportive of these amendments, with the caveat that continuing to leave the public out of these conversations and lack of engagement is an ongoing problem.
- Councilor Grant said that she is disappointed to lose any number of housing units in this project but that the economics of building right now are difficult and expensive. She said that the sooner the pit in the middle of downtown is gone, the better. She also acknowledged the lack of public engagement around these amendments, and asked how more updates to the public can be released from the project without jeopardizing the financial plans of the project. She said she would like to work toward more public engagement for this project.
- Councilor Shannon said that the Council gave the permission for this project to go from 14 stories and only 272 units to 278 housing units, and then permission for 420 units and 10 stories, highlighting that this project has evolved over time. She acknowledged that this is a private development, but suggested that it would be beneficial to the public for the developers to produce a newsletter or communication to keep the public informed about progress being made on the project.
- Councilor Dieng said that a project of this magnitude should have proactive public engagement, and he would have preferred if the developers proactively engaged with the City's NPAs and commissions on these changes. He expressed concern about the lack of public engagement, though he said he is supportive of this project. He said that the most fundamental problem in this City is housing, and said that these changes represent less housing and more infrastructure for tourists. He said that the project should take the time to more actively engage the public. He asked how many IZ units have been lost as a result of these changes. Mr. Farrington replied that they reduced the number of IZ units in the project by ten units, though those units are being shifted to Cambrian Rise. He said that they are still including the required 70 IZ units they need for the project. Councilor Dieng pointed out that the perception of the community is that units are being lost, and said that the community needs to be engaged moving forward so that they understand these changes.

VOTING: unanimous; motion carries.

9.5 Resolution: Supporting Students and Educators Through Statewide Education Tax Relief (Councilors Traverse, Paul, Barlow, and Carpenter)

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

DISCUSSION:

- Councilor Traverse spoke about the general feeling of sticker shock at the proposed education tax increase of 13.97%. He said that he is invested in the success of the schools, and is worried about how the high proposed rate increase would influence the outcome of the school budget vote, especially given that more than half of the increase is being mandated by the state and is outside the control of the local school district, due to the application of the CLA. He said that many municipalities are also dealing with similarly high increases. He said that this resolution is intended to support reasonable efforts that will mitigate the impact of state-mandated tax increases and establish a more equitable state education financing system. He said that this resolution also sends a plea to Montpelier to not walk back the gains made through Act 127 to make per pupil funding more equitable.

- **Councilor Barlow spoke about the school district's careful budget planning, which for the proposed FY25 budget, included incorporation of both savings and increased expenses, as well as other operational investments, and that 61% of the increase was driven by the debt service being incurred because the school district is building a new high school and regional technical center. He said that any careful planning can be waylaid by pressure imposed by surprises that come from the state later in that planning process (in this instance, the CLA). He said he hopes the legislature considers serious structural changes in how it finances education in the state.**

VOTING: unanimous; motion carries.

9.6 RAISE Reconnecting Downtown Grant Acceptance associated with the BTC Public Improvements Project – DPW
Senior Engineer Wheelock and City Engineer Ursaki spoke to this item. Senior Engineer Wheelock said that this will be a transformative grant that would allow the City to reconstruct all of the blocks of Cherry Street and all of the blocks of Bank Street. She noted that this is a \$22 million grant with no local match.

Mayor Weinberger said that with this congressionally directed spending from Senator Leahy, the City is back in its former position of potentially realizing the original vision of the Main Street Great Streets project, which had had to be scaled back in recent months due to rising construction and interest rate costs. He said that this grant will allow the City to bring all of the proposed streets up to the Great Streets standard.

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, to 1. Authorize the Director of Public Works to execute the Amendment #1 to Cooperative Agreement CA0811 from the Vermont Agency of Transportation to accept an additional grant amount of \$22,384,000 for construction of the Reconnecting Downtown Project, for an authorized RAISE grant acceptance in the amount of \$22,384,000, resulting in a total authorized grant acceptance amount of \$37,384,000, including a previously authorized CDS local match in the amount of \$3,000,000, with project costs to be paid upfront by the City of Burlington and then reimbursed by the Vermont Agency of Transportation with no local match, subject to approval by the City Attorney's Office; 2. Authorize the Director of Public Works to execute the U.S. Department of Transportation Grant Agreement under the Fiscal Year 2023 Raise Program to define the scope of work, project schedule, and City's reporting responsibilities, subject to approval by the City Attorney's Office; 3. Approve the necessary amendments to the BTC Public Improvements Project Budget – Great Streets Bank and Cherry Street Project Budget by adjusting the accounts as described herein and in the attached draft budget amendment form and further authorize the Chief Administrative Officer or designee to effect all necessary transfer of funds in furtherance of such amendments.

VOTING: unanimous; motion carries.

9.7 Request to (1) convey the so-called North Hangar building at Patrick Leahy Burlington International Airport to Beta Technologies, Inc. (Beta) by Bill of Sale, and (2) to execute a Ground Lease Agreement with Beta to replace the existing building lease between the parties (Airport)

MOTION by Councilor Traverse, SECOND by Councilor Bergman, to authorize the conveyance of the North Hangar building located at 1150 Airport Drive in South Burlington to Beta Technologies, Inc. and to authorize the Mayor of the City of Burlington to execute a bill of sale to effect the conveyance, subject to final review and approval by the City Attorney's Office; and 2. Approve and recommend that the City Council authorize the leasing of certain identified space at the Patrick Leahy

Burlington International Airport to Beta Technologies, Inc. and to authorize the Mayor of the City of Burlington to execute the ground lease agreement, subject to final review and approval by the City Attorney's Office.

DISCUSSION:

- **Aviation Director Longo began by providing a brief history of this particular lease, which originated in 2019. He noted that the building in question had been scheduled for demolition and was unoccupied prior to the 2019 lease, and that Beta Technologies made significant renovations to the building as part of its lease agreement. He said that over \$500,000 has been invested into the building. He said that this item would sell the property to Beta Technologies and continue to lease the ground back to Beta Technologies. He said that this item is revenue neutral.**
- **Mr. Glassberg spoke in more detail about this agreement.**
- **Councilor Barlow said that he is supportive of Beta Technologies and the activities occurring at the airport, though he expressed concern that the Council was only made aware of this proposal a week ago. He said he would have liked the Council to be brought into the process sooner. He requested that these types of agreements be brought to the Council sooner so that it can conduct its due diligence prior to approving them. He said that he would also like items like this to go to the Airport Commission prior to coming to the Board of Finance and City Council. He asked for further detail about the revenue neutrality of the agreement. Aviation Director Longo replied that Beta is currently paying rent for the building, per its lease, and a limited portion of ground rent. He said that this would shift the rent entirely to ground rent, which would not itself be a revenue neutral deal, so other components were added to it to make it revenue neutral, such as parking fees and landing fees, which combined all create a revenue neutral deal for the Airport. Councilor Barlow asked how a change in lease terms and building sale affect the City's control in the event of a business failure or loan default or change in ownership. Mr. Glassberg replied that the City's interests are protected in the event that Beta puts in place a lease hold mortgage and it fails to pay it.**

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

VOTING: unanimous; motion carries.

DISCUSSION (CONT'D):

- **Councilor Traverse asked if there are any next steps and whether the airport will be returning to the Council for further action. Aviation Director Longo replied that Beta is one of the first companies to manufacture full-scale electric aircraft, which comes with many operational changes to the Airport itself. He spoke about some of these changes, which have already been approved by the Council, and does not anticipate further Council action needed in this area in the near future.**
- **Councilor Dieng said that he would have liked this to go to the Transportation, Energy, and Utilities Commission (TEUC) in addition to the Airport Commission, Board of Finance, and now City Council.**
- **Councilor Grant asked if this item would be included in the report that the Airport writes for the Airport Commission,. And Aviation Director Longo replied that yes, it would have been included. Councilor Grant suggested that the report to the Airport Commission be forwarded to the TEUC.**
- **City Council President Paul spoke briefly about the number of people employed by Beta Technologies at its Burlington facility.**

VOTING: unanimous; motion carries (Councilor Doherty recused).

9.8 South End Coordination Schedule Update 2.12.24 DPW

Director Spencer began by noting that in the fall of 2021, DPW put together the South End Construction Coordination Plan, which sought to deliver generational infrastructure renewal and minimizing the impacts of that investment on the community by coordinating the projects together. He noted that the downtown project has been added to the Construction Coordination Plan. He said that this plan represents over \$200 million in investment in infrastructure. He said that at the next City Council meeting they will return to the Council with requests for contract and budget amendments for the Champlain Parkway. He said that the purpose of tonight is to lend context to those asks prior to seeking approval for them.

Assistant Director Baldwin began by noting the projects that have been completed since formation of the plan, projects in construction, and projects still in development. He showed the designs for some of the projects in development. He noted that the environmental impact assessment was just completed for the Railyard Enterprise Project, which allows the City to move forward with the rest of its preliminary design and then begin the process of right-of-way construction. He noted that the first phase of the Champlain Parkway Project is slated for completion this August, and that the second phase is anticipated to advance in August. He noted that they will be seeking Council approval for repackaging the final phase of the Champlain Parkway Project's design, and also completion of the first phase with some additional costs that weren't anticipated. He said that they are preparing to submit an application for the second phase of the Main Street Great Streets Project, which would connect from Pine Street to Battery Street.

Councilor Bergman asked about the completion of the Champlain Parkway Project three years before the proposed beginning of construction for the Railyard Enterprise Project. Director Spencer replied that the plan reflects that the Railyard Enterprise Project reached a milestone (the environmental assessment from the Federal Highway Administration), which means that it is a viable project to move forward with preliminary design. He also noted that the state and federal governments have committed up to \$20 million on this project, which is a major commitment. He said that the Champlain Project is moving into its second phase, which will not be completed until 2026 or 2027, and it is anticipated that the Railyard Enterprise Project would begin construction in 2027. He acknowledged this gap, saying that the sequencing has shifted from what was presented to the Council three years ago, hence this update. Assistant Director Baldwin emphasized that the Railyard Project is one of the City's highest construction project priorities, along with the Parkway, but noted the challenges with constructing such a project on such a constrained site.

Councilor Magee echoed Councilor Bergman's concerns, saying that when they approved moving forward with Phase 1 of the Champlain Parkway, they were doing so in anticipation that the Railyard Enterprise Project would come first. He said that for the King/Maple Neighborhood, it's a non-starter that Phase 2 occur before the start of the Railyard Enterprise Project. Director Spencer noted that the asks of the Council for the next meeting will not be approval for a construction contract for Phase 2 of the Champlain Parkway Project, but would be the supporting consultants for some of the scope. He further noted that the City engaged in a robust process with federal and state partners around the National Environmental Policy Act (NEPA) process, which looked at the impacts on the King and Maple Neighborhood, and found that there was no disproportionate impact for that neighborhood. He noted that there is a projected increase in traffic of 9%, but that is balanced with exclusive pedestrian phases, bump outs, traffic calming, and other measures to manage that traffic.

Councilor Traverse asked if there is a timeline of when DPW will be seeking Council support for a construction contract for Phase 2. Assistant Director Baldwin replied that after the procurement process, they will likely come to the Council in April or May with a construction contract approval request. Councilor Traverse asked whether there could be ways to compress the timeline for the Railyard Enterprise Project, and Assistant Director Baldwin replied that they've been advancing certain components early, but are limited in flexibility by some of the federal processes and timelines. Councilor Traverse said that he, like others, would like the Railyard Enterprise Project and the Champlain Parkway

Project to be completed as closely as possible, though he is mindful of the traffic and safety concerns in the south end of this project, and that there are a number of competing demands.

Councilor Grant said that there are equity issues around the Champlain Parkway project and the King/Maple Neighborhood. She said that these issues should not be discounted, because if the people who lived there had more political power or wealth, there may have been more debate about it.

9.9 Resolution: Implementation of a Carbon Pollution Impact Fee (TEUC (Councilors Bergman and King)) ****WAS CONSENT AGENDA ITEM 8.21****

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

DISCUSSION:

- Councilor Bergman said that this resolution looks at more than just fees, but looks at incentives and other areas with more granularity. He said that this resolution looks at August as an alternative to a Town Meeting Day ballot item, and allows the City to engage in a process that appeals across the board. He asked fellow Councilors not to deny by acting to delay.
- Councilor Grant spoke about the unseasonably warm temperatures this winter.
- Councilor Barlow said that he is not a climate denier, but said that the City needs to be very thoughtful about how it decarbonizes smaller buildings in Burlington, and that the carbon pollution impact fee may not be the right tool to decarbonize those smaller buildings. He said that if the City makes it onerous to own commercial or industrial property in Burlington, it would be difficult to decarbonize those buildings if those business owners leave and set up shop in a neighboring community. He said that he hopes that they can explore other tools, such as incentives and weatherization.
- Councilor Traverse spoke about actions taken to strengthen the implemented carbon fee ordinance. He acknowledged that some feel that even with this strengthening, the ordinance does not go far enough, but he does not agree that not supporting this resolution is an anti-climate action. He said that once the current, recently-implemented ordinance's monitoring and reporting provisions have led to the collection of actual data, the City can make evidence-based decisions on a future path.
- Councilor Grant said that this Council has a habit of kicking the can and doesn't incentivize businesses and building owners to do the right thing. She said that this is an area where the City can effect real change and can motivate businesses to do the right thing sooner rather than later.
- Councilor Magee expressed support to incentivizing conversion to electric, but that without the carbon impact fee, the City will not get there as quickly as it needs to. He said that this resolution works toward putting the question on the ballot in August and does not include the actual implementation of further carbon impact fees, but rather allows for that as one of the tools in the City's toolbox.

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

9.10 Van Purchase for Burlington CARES (Police) ****WAS CONSENT AGENDA ITEM 8.16****

Councilor Grant said that this allocation of funds is an important step in having a real community-driven public safety model and is Burlington's version of the CAHOOTS model. She said that it is important to have these public safety items on the deliberative rather than consent agenda to allow for further discussion and opportunities to inform the public about them.

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

DISCUSSION:

- Councilor Magee said that he is glad that this is moving forward, and hopes to see this team operationalized by the time his term on the Council ends in several months.

VOTING: unanimous; motion carries.

10. COMMITTEE REPORTS

10.1. Verbal reports

None.

11. CITY COUNCIL – GENERAL AFFAIRS

11.1. Verbal reports

None.

12. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

12.1. Verbal reports

None.

13. MAYOR – GENERAL AFFAIRS

13.1. Verbal reports

None.

14. ADJOURNMENT

14.1 Motion to Adjourn

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

VOTING: unanimous; motion carries.

The meeting adjourned at 11:31 PM.

RScty: AACoonrad

**BURLINGTON LOCAL CANNABIS CONTROL COMMISSION
CITY HALL – CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 12, 2024
DRAFT**

MEMBERS PRESENT:

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

OTHERS PRESENT:

Kim Sturtevant
Katherine Schad
Jordan Redell
Lori Olberg

1.0 AGENDA

City Council President Paul called the meeting to order at 8:25 PM.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 CONSENT AGENDA

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

2.2 2024-2025 Cannabis Renewals: see attached list – approve and authorize transmission of local approval of the following local cannabis

control license renewal applications to the State Cannabis Control Board, subject to all municipal conditions currently in effect on such local licenses: Bern Legacy Cannabis, Ceres Collaborative, Euphoria Cannabis LLC, Float On, Grass Queen, Inc., Green Leaf Central and Green State Dispensary; Upstate Elevator Operations.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the consent agenda and take the actions indicated for items 2.1-2.2.

VOTING: unanimous; motion carries.

3.0 ADJOURNMENT

3.1 Motion to adjourn

The meeting adjourned without objection at 8:26 PM.

**BURLINGTON LOCAL CONTROL COMMISSION
CITY HALL – CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 12, 2024
DRAFT**

MEMBERS PRESENT:

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

OTHERS PRESENT:

Kim Sturtevant
Katherine Schad
Jordan Redell
Lori Olberg

1.0 AGENDA

City Council President Paul called the meeting to order at 8:23 PM.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 CONSENT AGENDA

2.1 Motion to adopt the consent agenda and take the actions indicated.

2.2. 2024 - 2025 First, Second, Third Liquor License and Outside Consumption Permit Renewals: see attached list – approve the 2024-2025 First, Second, Third Liquor License and Outside Consumption Renewals as listed with all standard conditions.

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to adopt the consent agenda and take the actions indicated for items 2.1-2.2.

VOTING: unanimous; motion carries.

3.0 DELIBERATIVE AGENDA

3.1 First and Third Class Liquor License Applications (2024-2025): The Archives, 191 College Street

MOTION by Commissioner Shannon, SECOND by Commissioner Traverse, to approve the 2024-2025 First and Third Class Liquor License Applications for The Archives, 191 College Street with all standard conditions.

VOTING: unanimous; motion carries.

4.0 ADJOURNMENT

4.1 Motion to adjourn

The meeting adjourned without objection at 8:25 PM.

**BURLINGTON CITY COUNCIL
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 26, 2024
DRAFT**

MEMBERS PRESENT:

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

OTHERS PRESENT:

Miro Weinberger
Katherine Schad
Jared Pellerin
Kim Sturtevant
Steve Murray
Cathy Foley
Jane Knodell
Jeff Metcalf
Brian Pine
Meagan Tuttle
Charles Dillard
Samantha Dunn
John Caulo
Will Fleisig
Jennifer Nichols
Nick Anderson
Jeff Glassberg
Joe Larkin
Eric Farrell
Kyle Blake
Nancy Stetson
Alina Korsak

1. CALL TO ORDER and AGENDA

The meeting was called to order by City Council President Paul at 5:34 PM.

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

- **Add to the consent agenda item 8.18 Communication: CAO Katherine Schad, re: Creation of Mayor Transition Fund;**
- **Add to the consent agenda item 8.19 Communication: Jackie Mattaliano, re: Supporting Neighborhood Code as it is Written;**
- **Add to the consent agenda item 8.20 Communication: Marty Gillies, re: public comment for 2/26/2024 council meeting;**
- **Add to the consent agenda item 8.21 Communication: Solveig Overby, re: 2/26 CC Agenda Item 5. Gateway Block RFP- No RFP; no 50 year ground lease commitment from Eric Farrell and Joe Larkin;**
- **Add to the consent agenda item 8.22 Communication: Solveig Overby, re: 2/26 City council – Agenda Item 9.7 - Burlington FY23 Audit Management Letter missing 2nd Recommendation from FY22 Management Letter;**
- **Remove from the consent agenda item 8.8 Parking Management Sublease Agreement with Unified Parking Partners – DPW and place it on the Deliberative Agenda as agenda item 9.9 (per Councilor Magee);**
- **Add to the consent agenda item 8.23 Communication: Grace Palmer, re: Please support Neighborhood Code;**
- **Add to the consent agenda item 8.24 Communication: Benjamin Cooley, re: Support for Neighborhood Code;**
- **Add to the consent agenda item 8.25 Communication: Todd DeLuca, re: Neighborhood Code and Inclusionary Zoning public comment;**
- **Add to the consent agenda item 8.26 Communication: Caryn Long, re: 11 Weston Street;**
- **Add to the consent agenda item 8.27 Communication: Taylor Adams, re: Neighborhood Code Comment;**
- **Add to the consent agenda item 8.28 Communication: Sequola Young, re: Neighborhood Code;**
- **Add to the consent agenda item 8.29 Communication: Paul Bierman, re: Neighborhood Code: Update for Monday's Council meeting;**
- **Add to the consent agenda item 8.30 Nick Persampieri, re: City Council Meeting 2/26/24 Agenda Items 9.2 & 9.3 (Neighborhood Code) and 9.4 (Climate Policy Review);**
- **Note proposed amendments regarding 9.4 (per Councilor King);**
- **Add to the consent agenda item 8.31 Communication: Rose Dumas, re: Vote for the Neighborhood Code;**
- **Add to the consent agenda item 8.32 Communication: Evan Gould, re: Parking Management Sublease Agreement with Unified Parking Partners;**
- **Add to the consent agenda item 8.33 Communication: Peter Wyman, re: Neighborhood Code;**
- **Add to the consent agenda item 8.34 Communication: Julia Randall, re: Comment on Wildlife Corridors & Neighborhood Code;**
- **Add to the consent agenda item 8.35 Communication: Jak Tiano, re: Neighborhood Code;**
- **Add to the consent agenda item 8.36 Communication: Jak Tiano, re: Inclusionary Zoning Resolution.**

VOTING: unanimous; motion carries.

2. WORK SESSION: DECKER TOWERS (VERBAL)

2.1 Work Session: Decker Towers (verbal)

Jane Knodell, member of the Burlington Housing Authority Board (BHA), began by noting the composition of the BHA's Board, saying that it is a board currently in transition, but they are working to understand how the building works and does not work, and have begun conducting site visits to learn more. She expressed appreciation to the City Council for their interest and concern about the Decker Towers, its conditions, and its residents, as well as the engagement of the Mayor and CEDO.

Cathy Foley noted that Decker Towers residents formed the first ever elected resident council several months ago. She noted that Decker Towers needs more resources in order to fix its issues (for example, securing its front doors in order to stop drug users and other individuals from gaining access to the building). She said that the residents are asking the City for resources to secure the front doors and provide more security. She said that the Mayor's proposal for a guard at the door and a change in policy for visitors (and enforcement of that policy) is what is needed. She said that additionally, the evictions being pursued by BHA leadership need to be followed through with. She said that the building itself is also in bad shape and that residents would like to help with projects to improve it, noting that if the residents have a stake in the building's condition, they will build pride of ownership in their home.

Jeff Metcalf, Director of Asset Management for BHA, spoke about the steps that have been taken to secure the Decker Towers building to date. He noted that they have installed a security camera, which means that they have a good sense of how people are getting into the building. He said that exterior gates have been locked and more lighting and illumination have been added. He noted that because the building was built as an open-concept design with many community and common spaces, it has been challenging to secure all of them but that they have continued to work to do so. He noted that these improvements have been unbudgeted, given that they are emergent and not anticipated. He said that the compassion and empathy toward the unhoused who are seeking shelter are real, but that it is a very challenging situation. He said that they are looking into what they can afford to do to increase security, including increased patrols.

Mayor Weinberger spoke about increased concern regarding the condition of the Decker Towers building. He said that the City is interested in being a partner to BHA through this challenge, both in the short term as well as the medium and longer-term.

CEDO Director Pine began by noting that Decker Towers is experiencing what can be categorized as some of the failures of society and the lack of a social safety net. He noted that the resources facing BHA are constrained, given that much of the funding comes from the federal level and that the current rent is capped. He said that the cost to operate housing is about \$700 a month, and that rent at Decker Towers is around \$750 per month, and that this is not a sustainable model even during normal times, let alone when facing some of these acute security and capital needs. He said that the City is committed to helping restructure Decker Towers to more sustainably ensure security for its residents going forward.

Councilor Dieng asked how long this current situation at Decker Towers has been going on. Steve Murray, Executive Director of BHA, said that these issues began last February. He said that they have been engaging with residents since that time, and the issues have only gotten worse. Councilor Dieng asked about implementing the Mayor's six-point plan laid out for Decker Towers, and Mr. Murray replied that they are determining which portions of the plan they are able to implement, as some of the recommendations may not be feasible and could have a disparate impact on different parts of the population of residents, so they are carefully assessing the Mayor's plan. Councilor Dieng asked about BHA staff that are working at Decker Towers. Mr. Murray replied that the turnover among staff is not high, but that the stress and anxiety associated with working at the building are palpable, and that workers are being given hazard pay. He said that he expects that BHA will see more staff attrition if the security issues at Decker Towers are not addressed. He said that BHA firmly believes that security guards will help mitigate these issues, and that BHA would like to partner with the City to secure third-party security, given that BHA does not have the resources to pay for this by itself. Councilor Dieng said that the City needs to help with this and should build a task force to address some of the more medium and long-term issues.

Councilor Carpenter said she supports BHA's pursuit of restructuring its finances to ensure a more sustainable model, given that the financial model that BHA (and other HUD housing authorities) operates under isn't sustainable. Mr. Murray replied that financially, BHA is not in dire straits, but that Decker Towers simply does not have the cash flow to support increased security to levels that are currently needed. Councilor Carpenter agreed, and said that it would be good to address these issues at Decker Towers, knowing that other housing projects could face similar issues around the state.

Councilor Traverse said that the City is trying to take steps to increase public safety and security more broadly, which will hopefully provide more tools for BHA to increase security in its buildings. He said that there are also smaller steps that can be taken to improve the quality of life and security at Decker Towers (such as the recent installation of a package cage), and that to the extent possible, open channels between the City and BHA should be maintained to continue to collaborate on security issues. He asked about the metrics that BHA is trying to achieve in order to begin to fill vacant units at Decker Towers again. Mr. Murray replied that their general metric is safety and security, and hope to open units up again once more security is obtained. Councilor Traverse asked about BHA's legal fees, given the number of evictions they are pursuing to try and address some of the crime and drug problems at Decker Towers. Mr. Murray noted that they budget about \$80,000 per year for rents and damages, but that in the current fiscal year they have already spent \$350,000 on rents and damages to units. He noted that evictions typically cost around \$20,000 per eviction. He said that they have exceeded their professional services line item by around \$90,000, the bulk of which is related to legal fees. Councilor Traverse said that the City's legal community could potentially help BHA with pro bono or reduced fee work.

Councilor Shannon asked whether there are similar issues with other properties than Decker Towers. Mr. Murray replied that Section 8 evictions for drug-dealing and non-payment of rent have significantly increased across the City. He said that the number of Section 8 vouchers that are being terminated due to drugs is extremely high. He noted that buildings that do not have interior hallways or interior spaces like Decker Towers are not suffering as much. He said that Decker's communal spaces and internal hallways exacerbates the issues. Councilor Shannon asked where these evicted people are going if they are being turned out of these units, given that these individuals are causing harm in the community. Mr. Murray said that when they evict people, those people tend to then migrate to another apartment or become homeless. He said that BHA has a fiduciary duty to its residents to remove harmful people from the premises, and that after that, those individuals become the responsibility of the City and State. Councilor Shannon asked about the financial structure of BHA and who ultimately is responsible for the debt if BHA is spending more than it brings in. Mr. Murray replied that BHA has spent about \$200,000 out of its reserves for increased security, but that these reserves are needed for capital improvements to the building in future years.

Councilor Grant said that this is an issue of equity, and that this problem has not been addressed because the residents in question are low-income and disabled. She said that people in the City continue to be serviced differently based on class, and that this is a glaring example of that. She apologized on behalf of the City for its lack of empathy. She expressed appreciation for the residents' courage and sense of community. She said that Decker Towers needs to be a standing agenda item for the Council, as it will help inform how to prevent this from occurring in other locations. She said that it seems that the current building manager is scared, but that she agrees with the suggestion of having incident reports filed by the building manager and sent to the Police Department, and that these incident reports should be acknowledged, if not followed up on. She cited the City's chronic problem with online incident reporting, noting that incident reporting from Decker Towers cannot just go into a black hole. She suggested a mutual aid project, similar to what was stood up in the Old North End (the ONE Mutual Aid Project), which started during COVID and is a way for the community to help individuals who have specific needs. She said that the number of UVM and Champlain students who are going into Decker Towers to buy drugs is unacceptable, that these students need to be held accountable, and that the colleges need to make it clear to their students that this type of behavior is unacceptable.

Councilor Hightower expressed sympathy and agreed with Councilor Traverse that if anything can be done in terms of City policy in the long term to strengthen security measures, they would like to engage with BHA on that. She acknowledged that security guards address the symptoms but not the root cause of the problems facing Decker Towers and the City.

3. WORK SESSION: SOUTH END COORDINATED REDEVELOPMENT DRAFT PRE-DEVELOPMENT AGREEMENT

3.1 Work Session: South End Coordinated Redevelopment Draft Pre-Development Agreement

Director Tuttle said that they are bringing this item forward tonight to share an update on an MOU that was executed between the City, Champlain College, and Ride Your Bike back in January of 2023 to advance coordinated planning with the parties that own properties in the central portion of the South End Innovation District, which was rezoned last summer. She said that they would like to present an update on planning work and high-level takeaways from the studies that have been conducted over the last year, as well as propose outlines of a draft pre-development agreement that would allow the City to continue to move forward with additional planning, with the goal of coming to the Council later this year with a draft development agreement.

Assistant Director Dunn began by noting that the site in question in the South End includes three parcels—68 Sears Lane, which is owned by the City, 125 Lakeside Avenue, which is owned by Ride Your Bike, LLC, and 175 Lakeside Avenue, which is owned by Champlain College. She noted that this MOU includes three phases, the goal of which was to arrive at a pre-development agreement, which is tonight's topic. She spoke about the outcomes that will inform this pre-development agreement, which included a mobility framework, a conceptual design program for analysis of potential development, a wastewater budget and infrastructure capacity expansion needs, and a car trip budget and promotion of the City's standard level of service.

City Planner Dillard spoke briefly about several elements of activities being worked on through this project. He spoke about the mobility framework, which had the guiding principle of having the majority of street space be dedicated to accessible and active modes of transportation, and that a network of shared parking facilities should serve the development and greater South End of the City. He also spoke about the development of a conceptual program that the parties used to assume what uses and development could occur on these three parcels. He said that they assumed about 1,100 homes and about 230,000 square feet of non-residential space, for uses like childcare, art studios and makerspaces, offices, recreation, restaurants, commercial spaces, and Champlain College classrooms and student housing. He said that these uses and their corresponding conceptual space needs, are critical to understanding the development's impact on local infrastructure (such as wastewater, parking, and traffic). He spoke about the public engagement the City has conducted relating to this MOU and project.

Assistant Director Dunn then spoke about more specifics related to the predevelopment agreement. She said that the agreement would represent a unique opportunity to develop a new, sustainable, walkable mixed-income neighborhood that encompasses the three parcels of land in question, that it utilizes the mobility framework outlined above, that it maximizes the number of new homes within the development, and that the project's phasing and design would be informed by infrastructure constraints, strategies, and financial feasibility. She said that the design goals include a visionary urban design, a housing-forward project with diversity of residents and housing types, prioritization of non-residential spaces to expand the South End's arts and innovative economy, a design district that is walkable, bikeable, and active-mobility focused, and sustainable building and site design practices.

Assistant Director Dunn then spoke about commitments to ongoing collaboration and study. These include the development of a housing plan that achieves a minimum of 20% affordable housing, leveraging an ACCD grant to have a public realm conceptual design, pursuing a Planned

Unit Development (PUD) application and phasing of development, exploring future interventions to the Champlain Parkway, and using 68 Sears Lane. She said that in terms of ongoing studies, they will continue to pursue the wastewater infrastructure analysis and options, determining what funding sources and uses could be leveraged for this project, conducting a traffic analysis and leveraging transportation demand management opportunities, and looking at potential land swaps and parcel modifications within these three sites.

Assistant Director Dunn said that in terms of next steps, they anticipate City Council action on the predevelopment agreement at its March 11, 2024 meeting, after which they have activities laid out for the next 9 months to move forward toward a development agreement.

John Caulo, of Ride Your Bike, LLC (owner of 125 Lakeside Avenue), thanked the Council for its support of this initiative, and acknowledged the work of City staff on this project. He emphasized the importance of creative thinking in solving the housing crisis that the community is facing.

Mayor Weinberger said that this is one of the largest housing opportunities that the City has to redevelop a large amount of underutilized parking lots in the South End. He emphasized the importance of a strong agreement between the parties and ensuring that the City has the infrastructure in place to accommodate this kind of an agreement. He said that in light of the administration change occurring in the next several months, he said that he would like to put the City in the best position possible by signing a pre-development agreement that would be non-binding but would serve to articulate the goals and parameters of the project and set it up for successful work under a new administration.

Councilor Traverse asked about what the built environment would do in this space with respect to stormwater and lake health, and how a future state would compare to what currently exists, which is largely surface parking lots. City Planner Dillard replied that the South End Innovation District is the most aggressive zoning district in the City with regards to stormwater infrastructure, and requires extensive green stormwater infrastructure on site. He noted that most of the stormwater will be contained on site, unless it is a large storm event. Mr. Caulo added that any development on these sites will be a vast improvement, given that much of the current surface is impermeable. Director Tuttle added that the City is currently working to understand the capacity of wastewater that may result from this sort of development, and said that they are looking to develop on-site solutions.

Councilor Hightower asked for clarification around the number of parking spaces on the plan, and Assistant Director Dunn replied that the plans are conceptual and the numbers are not firm yet. Councilor Hightower said that the vision of having 1,100 homes and 1,100 to 1,200 parking spaces isn't a vision she is excited about, as it seems to assume that people will use cars as much as they do now. She said that she would encourage this to be a much more walkable area, which was what was envisioned when they passed the South End rezoning. Director Tuttle replied that because the parking would be implemented in increments, it will help the City understand how much parking is demanded, which will help develop TDM solutions to support right-sizing the parking in that area.

Councilor Dieng asked whether the Water Division of DPW has been consulted about this project and given the opportunity to provide input. Director Tuttle replied that they have been working closely with DPW for over a year and have worked with the Water Division to understand the challenges related to this project, as well as to help with identifying solutions.

4. PUBLIC FORUM: **TIME CERTAIN – 7:15 PM**

4.1 Verbal Comments

Forum opened at 7:25 PM.

COMMENTS:

Burlington residents (in person):

- David Foss spoke as a resident of Decker Towers, expressing support for Councilor Grant's suggestion of an agenda item related to Decker Towers. He said that he has lived in Decker Towers for about 8.5 years, and that the last year and a half have been challenging. He noted that half of the evicted people have worked their way back into the building, and that at least 50-60 unhoused people end up in the Decker Towers stairwell on a nightly basis. He invited the Council to come visit Decker Towers.
- Abbie Wolff spoke as a resident of Decker Towers, expressing gratitude and hope for making progress on the current situation. She thanked many for bringing awareness to this issue and helping to build community. She thanked the Council for their engagement.
- Susan Miller spoke as a resident of Decker Towers, and spoke in support of residents and the Decker Towers community. She expressed concern that Executive Director Murray has been scapegoated, given that he has done so much for the residents to try and help this situation. She expressed concern for three staff members of BHA and asked for their resignation, given their lack of compassion over a situation that occurred over Christmastime.
- Solveig Overby expressed concern that the Gateway Block project did not go through the RFP process, as well as the lack of a fifty-year ground lease arrangement (similar to that of the Airport). She also expressed concern that this year's audit management letter did not include a recommendation from last year around CEDO's capital project accounting, but clarified that she is not intending to denigrate the Chief Administrative Officer's performance.
- Brett Yates spoke about the Neighborhood Code, urging the Council to pass it, given the City's very serious housing crisis. He said that it is a modest plan and that the Council should pass it without further watering down its impact. He said he wishes the Council would go further and increase density further.
- Jake Schumann spoke about the need to heal from collective trauma, saying that the community has not had closure from the trauma suffered in late November when 3 Palestinian men were shot in the community. He said that the Council failed to put political capital on the line and act. He spoke about the resolution that failed on December 11th, saying that it was amenable to all parties until a key stakeholder withdrew their support, resulting in divisiveness and inaction on the part of the Council. He said that the Council has individually and collectively failed to stand up against hate.
- Jane McDougal spoke about the Memorial Auditorium, asking what the City is going to do with it and saying that it should be used as a community space. She also asked why the food shelf isn't receiving financial support.
- Evan Gould spoke about the two amendments that were added to the Neighborhood Code ordinance over the weekend, one which lowers the lot coverage in RM to 55% and the number of units to 4, and the other keeps a single neighborhood RL despite the fact that it has the highest median lot coverage of all the neighborhoods being upzoned. He said that Burlington can't afford to make compromises on this, given the severity of its current housing crisis.
- Nick Persampieri expressed opposition to the climate policy review, saying that the scope of the study does not include fixing the defect with the existing ordinance by authorizing imposition of a fee on all thermal energy systems that emit greenhouse gases. He urged the Council to adopt the Neighborhood Code ordinance without amendments, saying that it is needed for a number of reasons (addressing the City's housing shortage and lack of affordable housing, which will also help businesses and addressing the climate crisis).
- Nolan Rogers noted the City's report on its 2030 net zero energy goals, which came out in 2019. He said that these goals hinge on the City incentivizing a change from gas heating to electric heat pumps as well as a transition to an 80% fully EV fleet for everyone in Burlington, and that the City is not meeting these goals. He asked when the City plans to move toward more heat pumps, and that the City should have already installed over 10,000 heat pumps to over half of the residential properties in order to meet these goals, which it has not done. He said that Burlington needs to be more of a leader, and needs to treat this emergency like an emergency.

- Alec Collins urged the Council to adopt the Neighborhood Code ordinance without amendments, speaking about the high price he pays for a rental unit and the terrible housing market in Burlington. He said that the City needs to adopt zoning code that permits as much housing as possible to be built.
- Josephine Brunnell spoke about the City's housing crisis and urged the Council to adopt the Neighborhood Code ordinance as written. She said that any changes to the Neighborhood Code should be to increase housing density, such as eliminating residential low zones in favor of residential medium as the City's baseline. She said that the City needs to take this as seriously as it can.
- Jak Tiano recommended rejecting both Councilor amendments to the Neighborhood Code ordinance, amend it to eliminate RL and use RM as a baseline and to otherwise pass the ordinance as written. He also asked that the Council pass a resolution asking the Planning Commission to investigate zoning policies that will enable Burlington to achieve a 1,000 unit per year development pace. He said that this pace would end the housing crisis within a decade, and that the current Neighborhood Code ordinance would only increase the number of units per year by 10 (or 1% of his pace).
- Philip Kiefer urged the Council to pass the Neighborhood Code ordinance without amendments. He said that he as a tradesman cannot afford to live in Burlington without the support of his partner. He said that people want to live and work in Burlington, and that if the status quo remains, people like him will not be able to stick around.
- Carlos Esquivel spoke in support of the Neighborhood Code ordinance without amendments, saying that the City should not put limits on development, given its housing crisis.
- Sandy Wynne said that the Neighborhood Code ordinance should be passed correctly so that everyone benefits from it. She said that changing one area with small lots close to UVM from RL to RM but leaving larger lots in areas for RL seems like inequality and discrimination. She asked whether the City has sufficient infrastructure to handle the increased housing that is needed, and sufficient resources to enforce and oversee increased rental units, to ensure that they are safe, as well as fire and rescue capacity. She said that the process should be slowed down and carefully thought through to ensure that there are no unintended consequences.
- Richard Hillyard spoke about the Neighborhood Code, the proposed UVM MOU, and the UVMMC MOU. He asked that the Council defer its final decision on all of these until the new administration comes online. He said that all three of these items affect Ward 1 disproportionately. He said that the UVM MOU is too short and unenforceable, and that both the UVM and UVMMC MOUs should dovetail with the Neighborhood Code, and not negatively impact them disproportionately.
- Kathleen Donohue spoke as a Ward 1 resident and raised concerns about how the Neighborhood Code ordinance was crafted and how hastily it's been decided. She urged the Council to slow it down to address long-term concerns (such as parking, green space and effects on stormwater runoff, student rental pressure, and equity).
- Lena Greenberg said that Burlington is already losing residents, given the high cost of property taxes and the lack of places to live. She said that the City needs to make younger generations welcome. She said that crises like affordability, public safety, and the drug crisis are all intertwined with the severe lack of housing, and that this ends up manifesting in situations like what is happening currently at Decker Towers. She said that the Neighborhood Code needs RM as its baseline and that the City needs real climate policy if it wants to retain its population.
- Chris Gish spoke in support of the Neighborhood Code and the higher increase in payments in lieu of fulfilling its inclusionary zoning requirements. He said that these are steps in the right direction to make it easier to have more affordable housing. He additionally spoke about the climate policy review resolution, urging the Council to vote against it, given that it is not climate policy, but represents a delay in implementing anything meaningful. He said that BED has zero credibility to lead any kind of review.
- Claire Bradley urged the Council to vote against the climate policy review, saying that there is nothing that could be brought forth in a report that is not already known, and that Burlington needs more urgent and strident climate action.
- Gordon Dagoon spoke in favor of keeping the Neighborhood Code in its current form or expanding it. He said that in order to be most climate and wildlife-friendly, the City should continue to handle the burden of density and not allow outward sprawl, which will only

negatively impact wildlife corridors. He spoke about the climate benefits of increased density, such as more energy-efficient units and more walkable neighborhoods.

- Kyle Blake spoke as the President of the Burlington Firefighter's Association. He spoke about Decker Towers, echoing the concerns that were brought forward by the community and residents, saying that crime in Decker Towers is starting to affect the Fire Department's ability to provide emergency medical and fire services to that building. He spoke of several specific incidents.
- Caryn Long asked about item 9.9, which is an agreement for subsidized parking, which seems to run counter to many of the City's statements about not needing parking.

Burlington residents (via Zoom)

- Romeo von Hermann expressed support for the working session related to Decker Towers, saying that while it is crucial, the City should also take a keen interest in other locations in the City, such as the Downtown Transit Center, where similar problems persist.
- Sharon Bushor spoke about the Memorial Block, saying that it should be clarified that the bond that failed in 2021 was not solely related to Memorial Auditorium and that the vote on it was not a referendum on Memorial Auditorium itself, and that the cost of the ravine sewer is being covered by the Great Streets project, and expressed concern that CityPlace and this project would add housing but that the Fire Station would need to be moved further away from downtown, and asked that that be taken into consideration.
- Jack Hanson said that though the City took a small step to decarbonize its buildings, there is still so much more that the City can be doing. He said that the City can adapt actions from other municipalities, rather than reinvent the wheel. He said that the Council needs to play an active role and stop being conservative on climate action. He said that the City needs to support sustainable, affordable, and accessible modes of transportation, and as such, he supports the Neighborhood Code ordinance.
- Nick Atherton spoke about the apartment building in Ward 6 in which he lives, noting that it was built prior to many of the single family homes in his neighborhood. He said that the City has the ability to build these buildings in a way that works for its neighborhoods. He said that he hopes the Neighborhood Code ordinance passes with amendments to allow for greater density.
- Rye Sherman said that Burlington has the ability to enact positive climate action, but that it has not taken strong enough action or leadership yet. He said that he wants to see real climate action from his elected leaders. He urged the Council to vote against the resolution on climate policy review, as it avoids climate action and uses up valuable time to come up with a study that would likely lead to a weak decarbonization policy. He also urged the City to vote in support of the current Neighborhood Code ordinance, given the grave housing shortage faced by the City. He further urged the City to vote against item 9.9, which would use City money to pay for parking spaces. He said that the City needs less car infrastructure and more investment in biking and public transit.
- Wylie Dolmage spoke in support of the Neighborhood Code, saying that in order to accommodate growth, the City needs to embrace increasing density.
- Amy Malinowski said that keeping a low intensity residential zone serves no purpose for Burlington other than to maintain economic segregation in the City and cater to the preferences of those who already have the most wealth and stable housing. She said that all avenues should be used to increase the production and supply of housing. She asked that the residential low zone be eliminated and that the residential medium be used as the baseline Citywide to more equitably share the burden of new development and simplify the code, she noted that the Neighborhood Code is a first, incremental step and said that the City should also work on larger, more sweeping changes, and finally, she asked the Council to support the resolution to update the inclusionary zoning code.
- Paul Behrman asked the Council to take up the amendments and to refer the Neighborhood Code ordinance back to the committee. He said that the code needs to take into account equity, water quality, and climate change, and he said that the current proposed ordinance does none of these well. He said that much of the proposed ordinance is based on faulty data. He said that the City should step up and demand that UVM house the 5,000 off-campus students who are taking up housing in the City, to free up those units for others to live in.

- Bob Duncan expressed support for the Neighborhood Code as originally written, and also urged the Council to listen to the younger people who are voicing their concerns during public forum and public hearings.

Non-Burlington residents (in person):

- Keren Sita spoke about Black History Month and made comments about one of the mayoral candidates.

Forum closed at 8:46 PM.

5. WORK SESSION: MEMORIAL BLOCK UPDATE **45 MINUTES, FOLLOWING PUBLIC FORUM**

5.1 Work Session: Memorial Block Update **45 minutes, following Public Forum**

Director Pine began by reminding the Council that the City brought to it a resolution seeking approval to engage in a letter of intent back in November of 2023, and that after 4 months of work, they are here to discuss the preliminary step and pre-development agreement for this project. He noted that the pre-development agreement is not a binding document and does not obligate the City to approve a future agreement, but articulates the roles and responsibilities of all parties. He began by describing the contents of Memorial Block, which is comprised of the properties that face Main Street, Memorial Auditorium, a church, the Fletcher Free Library, the Fire Station, a parking lot, and two privately held parcels. He provided a brief history of the Memorial Block (formerly known as the Gateway Block), noting that most recently, there was a successful \$1 million bond in 2022 to stabilize the Memorial Auditorium, that an RFP in 2022 was fielded and a proposal selected for redevelopment through a public/private partnership, but that that ultimately was withdrawn due to financial feasibility reasons, and that in 2023 a letter of intent was signed between the City and Eric Farrell and Joe Larkin for redevelopment.

Assistant Director Dunn spoke in more detail about the project and pre-development agreement. She outlined some of the barriers to previous projects. She said that they are articulating these because the current proposal being brought forward tonight has worked through and addressed those barriers. These barriers include a failed bond vote, the ravine sewer, a lack of control of the private land on the block, the City's inability to finance the 2018 vision due to its limited bonding capacity as a result of the BHS school project, and that the cost of repairing and renovating Memorial Auditorium makes adaptive reuse financially infeasible on its own. She spoke about the key priorities related to the project and public engagement activities around the project to date, and then outlined the pre-development agreement process and the contents of the pre-development agreement. She said that the agreement gives the developer a period of 9 months to conduct due diligence and present it to the City with a proposal, that the agreement represents the City's commitment to allowing the developer to investigate the property and propose a project that is responsive to the City's needs, and that while the City is obligated to act in good faith under this agreement, it isn't obligated to accept the developer's proposal or continue beyond the due diligence phase of the project. She noted that the agreement includes provisions for physical due diligence, programmatic due diligence, and exploration around the feasibility of relocating the City's central Fire Station (which they have heard many comments about during the public engagement and feedback). She noted a 2018 study that determined that a Pine Street location is feasible for relocating the Fire Station, but said that the Fire Department has asked for time to review that study and determine whether that is still appropriate, given the amount of time that has passed since that study was conducted. She further noted additional implementing documents and future agreements that would be needed for this project, as well as future public engagement around shaping the priorities for new civic spaces that would be incorporated into the project, as well as regular updates to the City Council. She outlined a proposed timeline, with an anticipated development agreement in place in 2025 and construction in November 2026.

Consultant Glassberg offered several contextual comments. He noted that this property has been an opportunity and a burden for the City, and that this current opportunity is a low-risk endeavor for the City and would help any redevelopment of this block move forward. He spoke

about the significant public processes over the last 6 years around this block and spoke about the private entities (Mr. Larkin and Mr. Farrell) who would be engaged in the redevelopment of this block.

Mr. Farrell made brief remarks about his interest in this project, noting that this pre-development agreement is currently aspirational and will take a lot of work, but that he thinks it is a good opportunity to create more housing and better the City. Mr. Larkin also spoke briefly, saying that this project will be a challenge but that he is eager to engage in it.

Mr. Blake, President of the Burlington Firefighters Association, spoke about this project's proposed relocation of the Central Fire Station. He said that the Fire Department is currently engaged in re-reviewing the 2018 study about relocation. He also emphasized that the current Central Fire Station is in bad shape and isn't meeting the needs of the employees there. He spoke positively about the level of engagement from CEDO leadership and staff with the Fire Department.

Mayor Weinberger spoke about how this project could differ from past projects. He noted that this project would allow the City to have site control over the entire site, which had been a critical deficiency in past efforts. He said that the current private partners engaged for this project are known entities who have done good work in Burlington and have a good track record. He said that the zoning is much better now than it was at times during the block's long history, and will be much more supportive of investment. He said that the TIF District that is in place is helping address some of the aging infrastructure issues (such as the ravine sewer) that had been barriers to work on this block in the past. He said that this pre-development agreement contains goals that are realistic about the situation and possibilities for the site.

Councilor Bergman requested that his written question's responses are sent to everyone and subject to transparency. He expressed concern about needing to vote on an amended pre-development agreement on March 11, and requested that every effort be made to have an amended version available as soon as possible, or push the vote to allow for Councilors to do diligence.

Councilor Dieng asked when the last RFP closed on this block. Assistant Director Dunn replied that the last RFP closed at the end of 2022 and a proposal was selected early in 2023, but that the bidder withdrew their proposal due to financial infeasibility. Councilor Dieng expressed concern that an LOI was executed without going through the RFP process. Assistant Dunn replied that Mr. Larkin and Mr. Farrell reached out to the City as they had secured site control and asked to work with the City on pursuing a public/private partnership on the site. Councilor Dieng asked why Mr. Farrell and Mr. Larkin did not reply to the RFPs issued for this project in the past. Mr. Farrell replied that it was a matter of timing. Councilor Dieng said that he thinks the City should open an RFP in case this development doesn't go through and keep other options open. Mr. Farrell noted that if the City were to open an RFP process at this time, they would step back.

Councilor Grant spoke about the importance of transparency and accountability, especially around this block. She asked for more details about CEDO's engagement with the Fire Department, which Mr. Blake provided and spoke positively about, and she emphasized that yes, the Central Fire Station is in an aging building that is no longer meeting its needs.

Councilor Carpenter reminded the Council that the City does not control the entirety of the block, and that it must engage in a partnership with the private developers that hold the private parcels on that land, hence why another RFP process was not pursued.

Councilor Hightower spoke about a comment made by Mr. Farrell, that if the City were to pursue an RFP he and Mr. Larkin would step back. Mr. Farrell replied that they are working with the City in good faith and that if the City signaled that they would like to pursue multiple options, they would step back from this project. Councilor Hightower said that this statement worries her and makes the project seem less

transparent, and that they are in a good faith arrangement with the current developer because there are no other interested developers, but there shouldn't be any harm seen in checking one last time if other developers are interested.

6. CLIMATE EMERGENCY REPORTS

6.1 Verbal Reports

None.

7. PUBLIC HEALTH & SAFETY EMERGENCY UPDATES

7.1 Verbal Reports

Mayor Weinberger provided an update on the motel program in the legislature in Montpelier, saying that the Agency of Human Services has advocated for the exit of 500-600 Vermonters on April 1 who remain in the motel program. He said that though there is talk of a shelter plan to house them, he questions whether that plan could come together by April 1st. He said that Burlington has presented an alternative plan that ensures that all of the 89 households who are still in the program in Chittenden County are permanently housed as of July 1 through the use of coordinated entry. He noted that the Senate and House have both included funding in the Budget Adjustment Act to avoid the end of this program on April 1, but that the legislation includes a very low per night cap on the amount of rent the state will pay to continue the program, which could have the back door effect of ending the program anyway.

Councilor Grant noted that the Police Commission is meeting tomorrow night at 6:00 PM, and will include the review of the monthly police report. She spoke about specifics in this report, noting that in 2023 the City hired 15 sworn officers (more than in any other single year since the 1990s), but that it also lost 9 officers. She said that this is a recurring pattern, and speaks to the department's history of not being able to retain officers and that the City is not honestly looking at that problem. She noted that the department is authorized for 87 officers but has budgeted for 77 officers in FY25, given how slowly it has built the department back. She noted that the department has spoke about authorizing 100 officers for FY27, but said that this seems premature, given that it can't even get to what is currently authorized.

8. CONSENT AGENDA

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

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

8.3 Communication: C/T Office, re: January 16, 2024 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the February 12, 2024 Regular City Council Meeting.

8.4 Communication: C/T Office, re: January 22, 2024 Regular City Council Meeting Minutes, Draft - waive the reading, accept the communication, place it on file and adopt the minutes as received at the February 12, 2024 Regular City Council Meeting.

8.5 Communication: C/T Office, re: January 29, 2024 Regular City Council Meeting Minutes, Draft – waive the reading, accept the communication, place it on file and adopt the minutes as received at the February 12, 2024 Regular City Council Meeting.

8.6 Request for Authorization to Sign a Janitorial Services Contract with Janitech Services, LLC – Airport - 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.

8.7 City Council Initiatives Fund Reimbursement Request: \$6,700.00 –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.

8.8 Parking Management Sublease Agreement with Unified Parking Partners – DPW - **now agenda item 9.9**

8.9 Budget Amendment between Penny for Parks Projects – BPRW – approve and 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.

8.10 2024 VTRANS Certificate of Highway Mileage – DPW - 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.

8.11 Conservation Legacy Fund Grant Awards – DPI - 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.

8.12 Communication: Caryn Long, re: Neighborhood Code and more – waive the reading and place the communication on file.

8.13 Communication: Jonathan Chapple-Sokol, re: On the Neighborhood Code and Ward 1 – waive the reading and place the communication on file.

8.14 Communication: Sharon Bushor, re: Neighborhood Code - waive the reading and place the communication on file.

8.15 Communication: Ashton MacKenzie, re: Support for the Neighborhood Code - waive the reading and place the communication on file.

8.16 FIO Documents – for information only.

8.17 Ordinance: Solid Waste Generation Tax Updates (Department of Public Works) – suspend the rules, adopt the amendment to Chapter 14 of the Burlington Code of Ordinances as detailed in the attached ordinance form, and place the amendment in all stages of passage.

8.18 Communication: CAO Katherine Schad, re: Creation of Mayor Transition Fund – waive the reading, accept the communication and place it on file.

8.19 Communication: Jackie Mattaliano, re: Supporting the Neighborhood Code as it is Written - waive the reading and place the communication on file.

8.20 Communication: Mary Gillies, re: public comment for 2/26/2024 council meeting - waive the reading and place the communication on file.

8.21 Communication: Solveig Overby, re: 2/26 CC Agenda Item 5. Gateway Block RFP – No RFP; no 50 year ground lease commitment from Eric Farrell and Joe Larkin - waive the reading and place the communication on file.

8.22 Communication: Solveig Overby, re: 2/26 City Council – Agenda Item 9.7 – Burlington FY23 Audit Management Letter missing 2nd Recommendation from FY22 Management Letter - waive the reading and place the communication on file.

8.23 Communication: Grace Palmer, re: Please support Neighborhood Code - waive the reading and place the communication on file.

8.24 Communication: Benjamin Cooley, re: Support for Neighborhood Code - waive the reading and place the communication on file.

8.25 Communication: Todd DeLuca, re: Neighborhood Code and Inclusionary Zoning public comment - waive the reading and place the communication on file.

8.26 Communication: Caryn Long, re: 11 Weston Street - waive the reading and place the communication on file.

8.27 Communication: Taylor Adams, re: Neighborhood Code Comment - waive the reading and place the communication on file.

8.28 Communication: Sequola Young, re: Neighborhood Code - waive the reading and place the communication on file.

8.29 Communication: Paul Bierman, re: Neighborhood Code: Update for Monday's Council Meeting - waive the reading and place the communication on file.

8.30 Communication: Nicholas Persampieri, re: City Council Meeting 2/26/24: Agenda Items 9.2 & 9.3 (Neighborhood Code) and 9.4 (Climate Policy Review) - waive the reading and place the communication on file.

8.31 Communication: Rose Dumas, re: Vote for the Neighborhood Code - waive the reading and place the communication on file.

8.32 Communication: Evan Gould, re: Parking Management Sublease Agreement with Unified Parking Partners - waive the reading and place the communication on file.

- 8.33 Communication: Peter Wyman, re: Neighborhood Code - waive the reading and place the communication on file.
- 8.34 Communication: Julia Randall, re: Comment on Wildlife Corridors & Neighborhood Code - waive the reading and place the communication on file.
- 8.35 Communication: Jak Tiano, re: Neighborhood Code and the Housing Crisis - waive the reading and place the communication on file.
- 8.36 Communication: Jak Tiano, re: Inclusionary Zoning Resolution - waive the reading and place the communication on file.

MOTION by Councilor Magee, SECOND by Councilor King, to adopt the consent agenda as amended and take the actions indicated for items 8.1-8.36.

VOTING: unanimous; motion carries.

MOTION by Councilor Magee, SECOND by Councilor Carpenter, to suspend the rules and complete the deliberative agenda, and to postpone items 9.4, 9.5, 9.6, and 9.8 to the March 11, 2024 City Council meeting.

VOTING: unanimous; motion carries.

9. DELIBERATIVE AGENDA

9.1 March 5, 2024 Annual City Election Public Information Hearing
City Council President Paul opened the public hearing.
There was no public comment.

City Council President Paul closed the public hearing.

9.2 Public Hearing Regarding ZA-24-02 Neighborhood Code
City Council President Paul opened the public hearing.

COMMENTS:

- Colin Larson said that he supports the Neighborhood Code ordinance and said that he would like to see RM as the floor for the code. He spoke about previous downzoning of the City and that it has taken 30 years to rectify this. He said that the City should not weaken the code or pass the two amendments that have been proposed. He said that targeting an exemption to a specific neighborhood does not make sense.
- Marek Broderick urged the Council not to add regressive amendments to the Neighborhood Code ordinance. He said that the currently proposed Neighborhood Code does not go far enough and asked that it be further amended to require residential medium (RM) as the baseline Citywide, to increase further development and be equitable. He said that the Council should not ignore the urgency or severity of the current housing crisis.
- Tim Stevens spoke in favor of the Neighborhood Code ordinance without weakening it further, saying that the City needs to address the lack of housing and increased demand. He said that this code promotes dense, walkable environments that is better for the environment and more family-friendly. He said that supporting a watered-down Neighborhood Code will not help this.
- Dan Castrigano urged the City to support the Neighborhood Code ordinance without additional weakening amendments, and that RM should be the floor for density. He said that the best thing the City can do is to upzone, which will increase density, create more multi-use space, and help cut emissions to meet the City's net zero energy goals.

- Caryn Long said that the Neighborhood Code process has gone too quickly. She expressed concern about how some of this will affect Ward 1. She expressed concern about some of the mapping associated with the project, and asked that it be corrected. She said that the MOU with UVM is one of the biggest problems in the City related to housing, given that students are taking housing in Ward 1, Ward 8, Ward 6, and Ward 3. She noted that when Portland, Oregon upzoned several years ago, they did it incrementally.
- Michael Long said that density done well is what makes cities successful, but that the current Neighborhood Code as written does not do that. He said that it needs work for many reasons, including the fact that the entire PUD process was ignored. He said that the 20-acre minimum in RL for PUDs is very inequitable, compared to the minimums for other zones. He said that 8-10 structures on any lot is too extreme. He said that it doesn't deal with stormwater impacts, wastewater impacts, the vulnerability of the wards proximal to campus has been ignored, that there are equity ramifications, and he noted the fact that the maps and plans are inaccurate and deceptive.
- Ann Vivian said she supports the need for more housing in Burlington, but that severe burden has been put on her neighborhood and expressed concern about how significant the upzoning is in certain neighborhoods. She also asked that the City correct the maps and data with which they are working, saying that it is inaccurate.
- Cathy Olwell said that she supports increased density to increase housing in the City. She noted that the Neighborhood Code says nothing about affordability and expressed grave concerns about this lack. She expressed concern that the Neighborhood Code will result in more very expensive housing. She said that using RM as the floor for density requirements would be more equitable.
- Ryan Frink expressed support for passing the Neighborhood Code ordinance without further amendments, as it is the bare minimum that should be done. He urged that after passage, the code be further updated to make RM the floor for density in the City.
- Solveig Overby said that the Neighborhood Code should be delayed until the MOU with UVM is executed, as well as until the state auditor releases a report on the impact of UVM students on housing pressures in Burlington. She said that without these, it is difficult to make informed decisions related to the Neighborhood Code. She also asked whether developers even want to build the kinds of units being proposed through the Neighborhood Code. She further said that she is worried that the City will make affordability worse by making these properties more attractive to investors.
- Trey Cook expressed support for the Neighborhood Code as written, to make it easier to upzone and support more Burlingtonians.
- Liam Murphy encouraged the City to pass the Neighborhood Code ordinance, and to then have the Planning Commission examine how this ordinance is administered, since it was written in a complicated way and it could discourage development.
- Sharon Bushor expressed support for the Neighborhood Code's features such as RL and RM, as well as having duplexes and 2 structures on a property. She expressed concern with the number of units that are allowed in RL and RM in totality, saying that those numbers are too high. She said that there is value in knowing what this could look like. She said that affordability needs to be part of this plan, and that if it is not, it will not meet the needs of the people in the City.
- Jak Tiano said that the only way to get at affordability is to increase the vacancy rate.
- Paul Bierman said that the Council should take more time to think through the Neighborhood Code proposal, given the breadth of perspectives heard tonight from across the City.

City Council President Paul closed the public hearing.

9.3 Ordinance: Comprehensive Development Ordinance ZA-24-02 Neighborhood Code, Part 1

MOTION by Councilor Traverse, SECOND by Councilor Hightower, to waive the reading, approve the technical amendments proposed by the Office of City Planning, and warn for a public hearing for March 25, 2024.

DISCUSSION:

- Director Tuttle spoke about actions taken since the last City Council meeting discussion about the Neighborhood Code. She specifically noted that a Q&A document was posted on the Department's website, that there was a E Ward 1 NPA meeting on February 14 that discussed the Neighborhood Code, and that there was a Community Q&A Session on February 20th. She spoke about common questions related to the code, noting that the most frequent were related to building size and the number of units, and that those requirements could be more nuanced. She also noted a theme around the proposed changes to lot coverage, how it relates to stormwater management, and concerns about the proposal being too aggressive. She noted that there were many comments and questions focused on the Old North End East/North Hill area of Ward 1.
- Director Tuttle then spoke briefly about the proposed technical amendments from staff. These include making the depth of the property where the residential corridor is be consistent with the Multi-modal Mixed-used Parking District, as well as fixing incorrect internal cross-references.
- Councilor Traverse said that he moved to have a public hearing about this ordinance on March 25 because he does not think the underlying ordinance has enough support from the Council to pass currently. He asked whether separate amendments should also be warned for the March 25 meeting. Attorney Sturtevant replied that this is possible.
- Councilor Traverse asked when the first public engagement meetings related to Neighborhood Code occurred, and Director Tuttle replied that initial engagement sessions were held in 2022 and more in-depth engagement and input gathering occurred with the public in the summer of 2023. She said that they also attended meetings at all NPAs to present on the Neighborhood Code proposals. Councilor Traverse said that he is a strong supporter of the version of the ordinance that came out of the joint committee and would support proceeding with that version.
- Councilor Hightower said that one way of incentivizing more homeownership is to incentivize more four-unit condo buildings rather than six-unit condo buildings (which are more expensive to build). She also talked about ensuring that there is a wildlife corridor on Colchester Avenue. She further noted that RL did not get the up-zoning that it should have gotten, and it should have gotten a higher percentage increase than RM.
- Councilor Hightower made a friendly amendment to waive the reading and add four amendments to Councilor Traverse's original motion, which will be included in the public hearing on March 25, 2024. These amendments include changing the zoning on Colchester Avenue to accommodate the wildlife corridors, reduce the maximum number of units in RM neighborhoods from 6 to 4, reducing RM lot coverage from 60% to 55%, and reclassifying the North Hill section from RM to RL.
- Director Tuttle spoke about the wildlife activity on Colchester Avenue and that this was flagged by the Conservation Board. She noted that they will be receiving more updated wildlife corridor data and proposing more targeted solutions for wildlife considerations within the City's process on neighborhood level plans on North Avenue and updating the City's Open Space Plan.
- Mayor Weinberger expressed support for the Council taking this action tonight, saying that this direction will address so many of the City's pressing issues, including workforce challenges, climate, and housing.

VOTING: unanimous; motion carries.

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

This item was postponed to the March 11, 2024 City Council Meeting.

9.5 Resolution: Urging Vermont State Officials to Work with the USDA through 2024 to Ensure Reporting and other Capabilities for Compliance and Summer Grocery Benefits Program Eligibility in 2025 (Councilors Carpenter, Bergman, Shannon, Grant, Paul, Magee, King, Traverse)

This item was postponed to the March 11, 2024 City Council Meeting.

9.6 City of Burlington, VT 2021-2023 Dog Task Force Report

This item was postponed to the March 11, 2024 City Council Meeting.

9.7 Resolution: Acceptance and Approval of the FY 2023 Audit (Board of Finance)

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

VOTING: unanimous; motion carries.

9.8 Resolution: Updating Inclusionary Zoning Payment In Lieu (Councilors Hightower, Bergman, Magee, Dieng)

This item was postponed to the March 11, 2024 City Council Meeting.

9.9 Parking Management Sublease Agreement with Unified Parking Partners – DPW ****WAS AGENDA ITEM 8.8****

Councilor Magee said that he received an email from a constituent expressing concern about the climate implications of the City allocating additional resources to parking for single-occupancy vehicles, and said he would like to discuss the need to enter into this agreement and the current utilization of parking structures that exist in the City and why the City needs to rent these additional 85 spaces.

Senior City Engineer Wheelock said that back in 2016, when the Main Street Great Streets project began as a concept, the change in parking was a much larger conversation than it has been in the recent project, though it's still a prominent topic and is about being able to provide proximate parking for people who are mobility challenged or need parking at a reasonable distance. She said that the project has ensured that there is parking on both sides of the corridor, but that there still remain challenges for parking during construction, during which entire blocks of parking will be removed for long periods of time. She said that the parking in this agreement is in lieu of the parking that would otherwise be available on the street during non-construction times.

MOTION by Councilor Magee, SECOND by Councilor Doherty, to 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.

DISCUSSION:

- **Councilor Grant said that while she agrees to providing access to lots, she does not believe the City should be subsidizing it.**

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

10. COMMITTEE REPORTS

10.1. Verbal reports

None.

11. CITY COUNCIL – GENERAL AFFAIRS

11.1. Verbal reports

None.

12. CITY COUNCIL PRESIDENT – COUNCIL UPDATES

12.1. Verbal reports

None.

13. MAYOR – GENERAL AFFAIRS

13.1. Verbal reports

None.

14. ADJOURNMENT

14.1 Motion to Adjourn

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

VOTING: unanimous; motion carries.

The meeting adjourned at 11:57 PM.

RScty: AACoonradt

**BURLINGTON BOARD OF ABATEMENT OF TAXES
CITY HALL, CONTOIS AUDITORIUM *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 26, 2024
DRAFT**

MEMBERS PRESENT:

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

OTHERS PRESENT:

Katherine Schad
Jordan Redell
Jared Pellerin
Lori Olberg
Hayley McClenahan

1. CALL TO ORDER AND AGENDA

Mayor Weinberger called the meeting to order at 10:05 PM.

MOTION by Councilor Bergman, SECOND by Councilor traverse to adopt the agenda.

VOTING: unanimous; motion carries.

2. CONSENT AGENDA

2.1 Motion to adopt the consent agenda and take the actions as indicated

2.2 Communication: C/T Office, re: Full Board of Abatement of Taxes Notice – waive the reading, accept the communication, and place it on file.

MOTION by Councilor Bergman, SECOND by Councilor Doherty, to adopt the consent agenda and take the actions as indicated for items 2.1-2.2.

VOTING: unanimous; motion carries.

3. DELIBERATIVE AGENDA

3.1 Request for Abatement of Taxes: Vermont House Condo Association, 120 King Street, 049-3-042-000

MOTION by Councilor Bergman, SECOND by Councilor Doherty, that the full board moves to deny abatement request of penalties and interest in the amount of \$1,373.12 and adopt the findings and reasons for this recommendation.

DISCUSSION:

- Councilor Bergman noted that these two items were heard by the Board of Tax Abatement and that they were split decisions.
- Assistant City Attorney McClenahan said that there was a 2-1 split with Councilor Shannon dissenting, and that there was extensive discussion at the subcommittee level about both of these decisions.
- Councilor Shannon noted that this occurred during Covid and that the taxpayer said that they never received the notice about this and that it was 3 years before a second notice was sent (during which time the taxpayer was making all of their payments, and that they didn't realize that none of these payments were applied to this missed payment).
- Councilor Doherty noted that the notice was sent to the correct address.
- City Assessor Turner said that the notice was not returned (implying that it got where it was intended to go), and that the City is not required to certify these things, and that there is the responsibility on the part of the taxpayer to pay their taxes.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – aye, Councilor Grant – aye, Councilor Hightower – nay, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – nay, Councilor Traverse – aye, City Council President Paul – aye, Mayor Weinberger – aye, City Assessor Turner – recused (11 ayes, 2 nays, 1 recusal); motion carries.

3.2 Request for Abatement of Taxes: Vermont House Condo Association, 131 Main Street, 049-3-095-007

MOTION by Councilor Bergman, SECOND by Councilor Doherty, that the full board moves to deny abatement request of penalties and interest in the amount of \$257.20 and adopt the findings and reasons for this recommendation.

VOTING (by roll call): Councilor Barlow – aye, Councilor Bergman – aye, Councilor Carpenter – aye, Councilor Dieng – aye, Councilor Doherty – aye, Councilor Grant – aye, Councilor Hightower – nay, Councilor King – aye, Councilor Magee – aye, Councilor Shannon – nay, Councilor Traverse – aye, City Council President Paul – aye, Mayor Weinberger – aye, City Assessor Turner – recused (11 ayes, 2 nays, 1 recusal); motion carries.

4. ADJOURNMENT

3.01 Motion to adjourn

The meeting adjourned without objection at 10:24 PM.

**BURLINGTON BOARD OF CIVIL AUTHORITY
CONTOIS AUDITORIUM, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN
BURLINGTON, VERMONT
MINUTES OF MEETING
February 26, 2024
DRAFT**

MEMBERS PRESENT:

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

OTHERS PRESENT:

Jared Pellerin
Katherine Schad
Jordan Redell
Lori Olberg

1. CALL TO ORDER and AGENDA

Mayor Weinberger called the meeting to order at 10:04 PM.

1.1 Motion to amend/adopt agenda

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

VOTING: unanimous; motion carries.

2. CONSENT AGENDA

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

2.2 Resolution: Appointment of Assistant Election Officials for March 5, 2024 Annual City Election (President Paul) – waive the reading and adopt the resolution.

MOTION by City Council President Paul, SECOND by Councilor Magee, to adopt the consent agenda and take the actions indicated for items 2.1-2.2.

VOTING: unanimous; motion carries.

3.0 ADJOURNMENT

3.1 Motion to Adjourn

The meeting was adjourned without objection at 10:05 PM.

Counselors

The attached commentary and analysis of the potential for development under the proposed Neighborhood Code shows that the intent to create more affordable housing in the city will **not be encouraged**. It is my opinion that the opposite is true, owner-occupied affordable housing will be less available with these policies.

Please strongly consider my proposed better solutions in the attached document, as well as other possible solutions, and send this proposal back to committee.

Douglas R Viehmann AIA
<Neighborhood Code Commentary.pdf>

Neighborhood Code Comments: 3-19-24
Prepared by Doug Viehmann, GVV Architects

After reviewing the proposed neighborhood code and amendments, I am convinced that the goal to create affordable FAMILY housing will not be met.

As a resident of The ONE I will concentrate my comments on the neighborhood I know, which is currently a fairly diversely developed neighborhood with higher density along main travel corridors and lesser density along feeder streets.

I believe there are zoning changes that could be made that would increase the density, provide some more affordable options for families and keep the walkable residential character. I do not believe that the currently proposed neighborhood code will achieve those goals.

At the end of this document you will find a scenario for hypothetical development of a lot on Wilson Street that is currently unoccupied and therefore ripe for a developer to purchase. The resultant developed site has no amenities, poor solar access at grade level and therefore does not create a family friendly environment. I believe it also shows that development will not be likely to include mixed housing types that make for healthy neighborhoods in the long run. Larger lots are limited to the same size development and therefore would be less likely to be developed due to the increased cost of the property. Once again, this puts development pressure on the ONE and poorer areas of the city where prices are the most affordable, thus moving more affordable mostly owner occupied properties into the rental market.

The spreadsheet at the end of this message, shows that 700 sf 2 bedroom units would be the most profitable for a developer, however payback at close to 10 years is not sustainable for many. The financial analysis shows that in order for these developments to be profitable, the rents will need rise at a faster rate than 3% inflation that I have used.

Our Architecture firm (one of more than 20 who work in Burlington) has already had two developers ask about developing properties under the new code. The property I chose to use for my example is not one of them. I understand that a project in another neighborhood has already reached the DRB. The statement from a city counselor at a recent Ward 1 NPA meeting that "changes allowed by the neighborhood code would be slow" is disingenuous. The pressure for more housing is high and therefore development based on these code changes will occur fast. Once one property on a street is developed to its full potential under the new code others will follow quickly.

I believe that there are better solutions that would more adequately provide affordable housing within the walkable residential neighborhoods close to the city center. These might include:

- Smaller minimum lot sizes and frontages
- Change ADU's to 2 bedrooms as allowed in Shelburne and other neighboring towns.
- Institute a 4-5 unit per lot plan as many cities are doing across the country, not 8 or 10.
- Allow shared driveways to new lots that could be created where lots are extra deep.
- Ease permit process for PUD and Condo development.
- Coordinate with Fire Department to change restriction for sprinkler systems from 50' from curb to 750 feet from a fire hydrant. Trucks can carry 1000 feet of hose.

- City could provide subsidized space (zero profit rent) for an in-town modular factory.
(Panelized and modular structures are cheaper and faster than stick-built construction but trucking costs and weather protection issues reduce the savings, a local factory would aid affordability)

Conclusion: Moderate and lower income Families will still be left out of the housing market because:

- The Neighborhood code as written will require increased rents to support new development.
- With no difference in development size relevant to lot size, development pressure is kept on poorer neighborhoods.
- There is no pressing reason not to send the proposed code changes back to committee.
- There is nothing in the zoning or building codes that encourages affordability of new units.
- The density proposed does not enforce provisions for usable outdoor spaces for families on properties or in neighborhoods, no gardens, no play areas, no solar access on neighboring properties.
- There has been no consideration of the building code costs for back yard structures that require sprinkler systems.
- There has been no consideration of the effect on the water, sewer and electrical infrastructure changes that will increase taxes for all when upgrades are needed
- There has been no consideration for stormwater and lake health that will affect the quality of life for all who live in and visit our city.

Financial Analysis of building under proposed Neighborhood Code

10 units 2-2br;4-1br;4-studio=5400sf \$2,300,000 construction cost

Year	Annual Income+3%	Annual Costs	25% investment	balance
1	\$235,200.00	\$200,000.00	\$575,000.00	\$539,800.00
2	\$242,256.00	\$201,400.00		\$498,944.00
3	\$249,523.68	\$202,809.80		\$452,230.12
4	\$257,009.39	\$204,229.47		\$399,450.20
5	\$264,719.67	\$205,659.07		\$340,389.60
6	\$272,661.26	\$207,098.69		\$274,827.03
7	\$280,841.10	\$208,548.38		\$202,534.31
8	\$289,266.33	\$210,008.22		\$123,276.19
9	\$297,944.32	\$211,478.28		\$36,810.14
10	\$306,882.65	\$212,958.62		-\$57,113.89
11	\$316,089.13	\$214,449.33		-\$158,753.69
12	\$325,571.81	\$215,950.48		-\$268,375.01

8 units All Studio=3600sf \$1,720,000.00

Year	Annual Income+3%	Annual Costs	25% investment	balance
1	\$153,600.00	\$150,000.00	\$430,000.00	\$426,400.00
2	\$158,208.00	\$151,050.00		\$419,242.00
3	\$162,954.24	\$152,107.35		\$408,395.11
4	\$167,842.87	\$153,172.10		\$393,724.34
5	\$172,878.15	\$154,244.31		\$375,090.50
6	\$178,064.50	\$155,324.02		\$352,350.02
7	\$183,406.43	\$156,411.28		\$325,354.87
8	\$188,908.63	\$157,506.16		\$293,952.41
9	\$194,575.88	\$158,608.71		\$257,985.23
10	\$200,413.16	\$159,718.97		\$217,291.03
11	\$206,425.56	\$160,837.00		\$171,702.48
12	\$212,618.32	\$161,962.86		\$121,047.01

8 units 2-2br;2-1br;4-studio=4300sf \$1,950,000 const cost

Year	Annual Income+3%	Annual Costs	25% investment	balance
1	\$189,600.00	\$165,000.00	\$475,000.00	\$450,400.00
2	\$195,288.00	\$166,155.00		\$421,267.00
3	\$201,146.64	\$167,318.09		\$387,438.45
4	\$207,181.04	\$168,489.31		\$348,746.72
5	\$213,396.47	\$169,668.74		\$305,018.98
6	\$219,798.36	\$170,856.42		\$256,077.04
7	\$226,392.32	\$172,052.41		\$201,737.13
8	\$233,184.08	\$173,256.78		\$141,809.83
9	\$240,179.61	\$174,469.58		\$76,099.80
10	\$247,385.00	\$175,690.86		\$4,405.67
11	\$254,806.55	\$176,920.70		-\$73,480.18
12	\$262,450.74	\$178,159.15		-\$157,771.77

8 units All 2 BR=5600sf \$2,370,000 const cost

Year	Annual Income+3%	Annual Costs	25% investment	balance
1	\$249,600.00	\$200,000.00	\$600,000.00	\$550,400.00
2	\$257,088.00	\$201,400.00		\$494,712.00
3	\$264,800.64	\$202,809.80		\$432,721.16
4	\$272,744.66	\$204,229.47		\$364,205.97
5	\$280,927.00	\$205,659.07		\$288,938.05
6	\$289,354.81	\$207,098.69		\$206,681.92
7	\$298,035.45	\$208,548.38		\$117,194.85
8	\$306,976.52	\$210,008.22		\$20,226.55
9	\$316,185.81	\$211,478.28		-\$84,480.99
10	\$325,671.39	\$212,958.62		-\$197,193.75
11	\$335,441.53	\$214,449.33		-\$318,185.94
12	\$345,504.77	\$215,950.48		-\$447,740.24

Construction Cost \$325/sf + \$550,000 lot purchase

Unit Sizes: 2BR=700 sf 1 BR= 550 sf Studio = 450 sf

6.5% mortgage

Annual costs include mortgage payments, insurance, taxes, management fees and maintenance.

Neighborhood Code Development Scenario

50'x125' lot – fair to poor condition structure, 10 minute walk to university, hospital and 15 minutes to downtown, parking for 4 cars.

Completion 2025

Assumptions: developer raises existing, builds two structures with 10 units.

Rents based on local units of similar size.

2-two bedroom 700 sf each Rent = \$2600 = 5,400/month

4-one Bedroom 550 sf \$2000 8,000

4 Studio 450 sf \$1600 6,400

8 units 5,400 sf INCOME = 19,800/month = \$237,600/year

Annual carrying cost first year 200,000

NET INCOME year one \$ 37,600

Assume 3% increase in income per year.

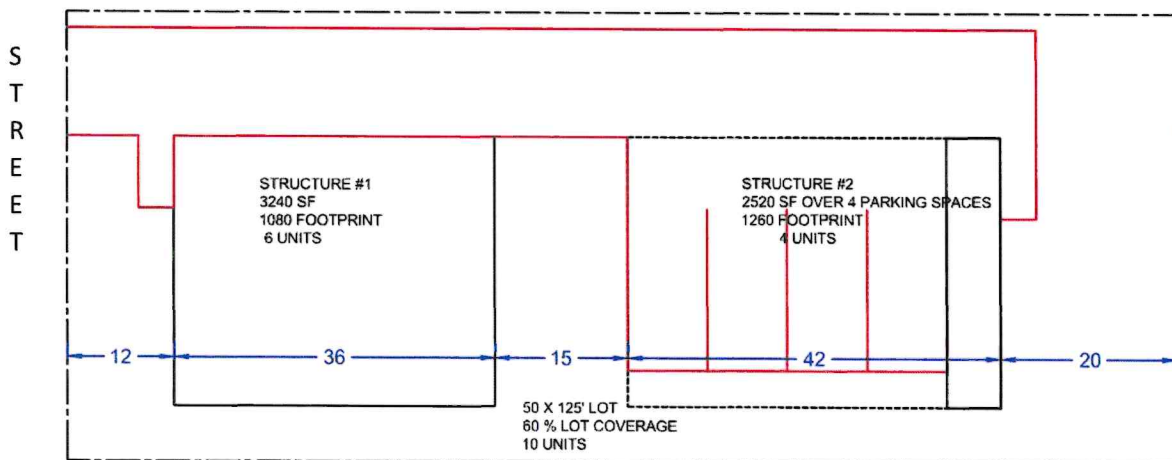
Cost (per contractor currently building similar scale projects) is \$325/sf including soft costs

Construction costs	5400 x 325 = \$1,750,000
Land	550,000
	<u>\$ 2,300,000</u>



Image of property ripe for Development
Not currently occupied.

50' x 125' lot for property shown above



Prepared by Doug Viehmann – GVV Architects 3-19-24

Lori Olberg

From: Evan Litwin <elitwin@burlingtonvt.gov>
Sent: Monday, March 11, 2024 9:54 PM
To: Lori Olberg
Cc: Lisa Jones
Subject: Resignation from HBOR

Good Evening Lori,

We just wrapped up our 3/11 Housing Board of Review meeting and effective tomorrow, 3/12/24, I would like to tender my resignation on the Board in time for you to place it on the 3/25 Council agenda.

Please reach out if you have any questions or need anything additional.

Evan Litwin

Get [Outlook for iOS](#)

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

FOR INFORMATION ONLY

Lori Olberg

From: NRB.Act250Essex@vermont.gov
Sent: Monday, March 4, 2024 2:51 PM
To: FVonTurkovich@fvtlaw.com; fvonturkovich@fvtlaw.com; Abby.Dery@tcevt.com; andrea.dotolo@tcevt.com; ed.vonturkovich@gmail.com; Jeremy.matosky@tcevt.com; skelley@sanbornhead.com; eric.lichto@tcevt.com; y.house@myfairpoint.net; benjamin.dejong@vermont.gov; christopher.clow@vermont.gov; scott.dillon@vermont.gov; elizabeth.peebles@vermont.gov; laura.trieschmann@vermont.gov; justdmet@gmail.com; brenda.owre@gmail.com; robert.butani@gmail.com; Ted.von@geocompanies.com; andres@watershedca.com; pbierman@uvm.edu; trlefevre@comcast.net; krbygrl17@yahoo.com; sfbushor@gmail.com; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org; NRB.Act250Essex@vermont.gov; burlingtontownclerk; Sarah Montgomery; Lori Olberg; anr.act250@vermont.gov; barry.murphy@vermont.gov; PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov; ACCD.ProjectReview@vermont.gov; Aaron.Brondyke@vermont.gov
Subject: Act 250 Application 4C1320 Sixth Hearing Recess Order
Attachments: Hearing Recess Order - Sixth- 4C1320 030424.pdf

Some people who received this message don't often get email from nrb.act250essex@vermont.gov. [Learn why this is important](#)

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

Hello,

Attached is a hearing recess order for Act 250 application 4C1320.

Thank you.

Act 250 District Office - Essex (District 4 Environmental Commission)
111 West Street
Essex Junction, VT 05452

Madeline Cotter NRB Technician
Tel.802-879-5614 | NRB.Act250Essex@vermont.gov
<https://nrb.vermont.gov>

Lori Olberg

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Thursday, March 7, 2024 11:36 AM
Subject: DEC Press Release - Vermont DEC Seeks Lake Ice Observations from the Public

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

PRESS RELEASE

For Immediate Release – March 7, 2024

For the press, please
contact the DEC Office of
Public Affairs

Contact:

Mark Mitchell, Limnologist
Department of Environmental Conservation
802-490-6126, Mark.Mitchell@Partner.Vermont.gov

Vermont DEC Seeks Lake Ice Observations from the Public

Montpelier, Vt. – As Vermonters patiently wait for spring temperatures, the Department of Environmental Conservation (DEC) invites the public to report when Vermont's lakes and ponds lose their ice cover. Also known as the "ice-out date," this date marks when lakes or ponds become ice-free from shore to shore. Tracking ice-out dates helps DEC scientists decide when to begin seasonal water quality sampling efforts.

"By reporting ice-out dates, Vermonters can help us better understand how climate change impacts our lakes and ponds," said DEC Commissioner Jason Batchelder. "Using long-term records of lake ice, our scientists can learn about and track statewide and regional climate trends."

When ice covers lakes, the water below separates into layers based on temperature and density. When the surface ice fully melts in the spring, the heavy cold water sinks and the water column fully mixes. Water samples collected at this time of mixing show the baseline amount of phosphorus a lake will have available to fuel algae and aquatic plant growth during the spring and summer.

"Since 1977, we have collected information on the spring water quality of lakes larger than 10 acres in size," says Mark Mitchell, a limnologist with DEC and Lake Champlain Sea Grant. "Over those 47 years, we have seen trends of earlier lake ice-out dates across Vermont and New England, which can be a sign of climate change."

You can report lake ice observations using the DEC's [online reporting form](#).

Many lake communities around the state also hold ice-out contests, usually in the form of a raffle where the winners can receive prizes or cash. Some of the more famous and long-running ice-out contest sites include Joe's Pond in Danville, Lake Iroquois in Hinesburg, and Lake Memphremagog. These contests are an engaging way for lake associations and communities to encourage folks to observe lakes and ponds throughout the year.

To find spring water quality information, view the [Vermont Lake Score Card](#). For more information, visit the [DEC Lakes and Ponds Program](#).

Lori Olberg

From: VLCT Events & Training <info@vlct.org>
Sent: Friday, March 8, 2024 7:56 AM
To: Lori Olberg
Subject: Register! Open Meeting Law for Boards & Committees

For additional information
additional text. Please
contact the City Clerk's Office

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[View as a webpage.](#)



For Boards and Committees

This training is critical for elected and appointed members of all statutory municipal boards, commissions, and committees – including all committees appointed by selectboards and other legislative bodies (Not sure if this includes you? See examples.)

Learn – or review – the basic requirements of the law, including:

- public notice and creating an agenda
- managing public participation
- taking and posting meeting minutes

The requirements of the temporary provisions enacted in 2024 allowing remote and hybrid meetings will also be discussed.

REGISTER

**April 17
10 AM 11:30 AM**

Cost to Attend
PACIF \$10
VLCT \$48

Vt. League of Cities & Towns | 89 Main St., Suite 4, Montpelier, VT 05602

[Unsubscribe lolberg@burlingtonvt.gov](mailto:unsubscribe.lolberg@burlingtonvt.gov)

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Sent by info@vlct.org powered by



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FOR INFORMATION ONLY

Lori Olberg

From: Brackin, Stephanie <Stephanie.Brackin@vermont.gov>
Sent: Tuesday, March 12, 2024 9:44 AM
Subject: FWD Press Release: New High-Resolution Data Helps Identify Habitat Connections for Conservation
Attachments: BioFinder Readouts 2024 VFWD.png

no action is warranted.
equivalent but, please
contact the City Clerk's Office

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

VERMONT FISH & WILDLIFE Press Release

For Immediate Release: March 11, 2024

Media Contacts:

Vermont Fish and Wildlife Department – Jens Hawkins-Hilke, jens.hilke@vermont.gov, (802) 461-6791
The Nature Conservancy – Lauren Oates, lauren.oates@tnc.org, (802) 622-4615
Northeast Wilderness Trust – Shelby Perry, shelby@newildernesstrust.org, (802) 224-1000
Vermont Land Trust – Abby White, abby@vlt.org, (802) 793-7282

New High-Resolution Data Helps Identify Habitat Connections for Conservation

MONTPELIER, Vt. – Towns, planners and conservation organizations in Vermont can now take advantage of new high-resolution data to find and protect important habitat features like wildlife road crossings.

The new data are available in the most recent update to BioFinder, a free mapping tool that uses Vermont Conservation Design to show Vermont's most important landscapes for wildlife and climate resilience.

"This update is a major step forward in mapping the connections between Vermont's most important wildlife habitats," said Jens Hawkins-Hilke, conservation planning biologist with the Vermont Fish and Wildlife Department. "As wildlife populations adjust their ranges to a changing climate these connections will become even more important."

The updated Vermont Conservation Design analysis uses new data that is 60 times more detailed than previous versions. Higher resolution data allows Vermont Conservation Design to accurately capture the edges of large areas of uninterrupted habitat, and the connections between them. The online BioFinder tool lets planners and conservation organizations see those connecting landscapes in the areas where they work.

"We are watching species move in real time as a result of our changing climate," said Gus Goodwin, senior conservation planner and ecologist with The Nature Conservancy. "Our state plays an outsized role in supporting that movement throughout the entire Northern Appalachians, a vision supported by the BioFinder tool. With these updates, Vermont Conservation Design is ready to help us meet the conservation challenges of the coming decade."

Vermont Conservation Design and BioFinder were developed by a team led by the Vermont Fish and Wildlife Department, along with scientists from the Nature Conservancy, the Northeast Wilderness Trust, the Vermont Land Trust, and the University of Vermont.

Lori Olberg

FOR INFORMATION ONLY

From: NRB.Act250Essex@vermont.gov
Sent: Tuesday, March 12, 2024 10:00 AM
To: claire.forbes@uvm.edu; lisa.kingsbury@uvm.edu; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org; NRB.Act250Essex@vermont.gov; burlingtontownclerk; Sarah Montgomery; Lori Olberg; anr.act250@vermont.gov; kaitlin.hayes@vermont.gov
Subject: Act 250 Schedule G notice 4C1186-5
Attachments: Schedule_G 4C1186-5.pdf

For additional information & additional link, please contact the City Clerk's Office

You don't often get email from nrb.act250essex@vermont.gov. [Learn why this is important](#)

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

Hello,

Attached is a Schedule G notice of initial application filing for 4C1185-6 - Centennial Compound Lot.

Thank you,
Maddie

Act 250 District Office - Essex (District 4 Environmental Commission)
111 West Street
Essex Junction, VT 05452

Madeline Cotter NRB Technician
Tel.802-879-5614 | NRB.Act250Essex@vermont.gov
<https://nrb.vermont.gov>

Lori Olberg

FOR INFORMATION ONLY

From: NRB.Act250Essex@vermont.gov
Sent: Tuesday, March 12, 2024 12:33 PM
To: bpaxton@rhinofoods.com; mcourcelle@champlainconsulting.net;
nrb.act250agenda@vermont.gov; Karen Paul; Andrew Montroll; permitting@ccrpcvt.org;
NRB.Act250Essex@vermont.gov; burlingtontownclerk; Sarah Montgomery; Lori Olberg;
joe.buford@usda.gov; info@winooskinrkd.org; ethan.tapper@vermont.gov;
john.gobeille@vermont.gov; andrew.wood@vermont.gov;
josh.castonguay@greenmountainpower.com; efficiency@vermontgas.com;
pics@veic.org; anr.act250@vermont.gov; barry.murphy@vermont.gov;
PSD.VTDPS@vermont.gov; AOT.Act250@vermont.gov; AGR.Act250@vermont.gov;
ACCD.ProjectReview@vermont.gov; kaitlin.hayes@vermont.gov
Subject: Act 250 Major Hearing Notice 4C0325-5 - Rhino Foods
Attachments: Major_Notice 4C0325-5.pdf

For complete information &
additional text, please
contact the City Clerk's Office

You don't often get email from nrb.act250essex@vermont.gov. [Learn why this is important](#)

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

Hello,

Please see attached Act 250 Major Application Hearing Notice for 4C0325-5 - Rhino Foods.

Thank you,
Madeline

Act 250 District Office - Essex (District 4 Environmental Commission)
111 West Street
Essex Junction, VT 05452

Madeline Cotter NRB Technician
Tel.802-879-5614 | NRB.Act250Essex@vermont.gov
<https://nrb.vermont.gov>

FOR INFORMATION ONLY

Lori Olberg

From: VLCT Weekly Legislative Report <info@vlct.org>
Sent: Friday, March 15, 2024 4:24 PM
To: Lori Olberg
Subject: March 15, 2024

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For more information,
admission fees, please
contact the City Clerk's Office

[Click here to view this email as a web page.](#)



Read about what happened this week – crossover week! – in the State House in today's *Weekly Legislative Report*.

Don't miss our latest post to Advocacy Updates: Public Safety and Transportation. The update contains important information including

- House Transportation Budget Increases Town Highway Aid
- Progress on Public Safety Bills

This week VLCT provided testimony about:

- Uniform Municipal Code of Ethics
- Changes to Act 250 and Location Based Jurisdiction

Read the Weekly Legislative Report

As always, please stay in touch. We always want to hear your ideas, feedback, and concerns. You can find the latest testimony, updates, and more by visiting our **Legislative Reports** webpage.



Join Us for the Next Chat!

We will discuss the current topics and more in our next Advocacy Chat on **Monday, 3/25 at 11:00 AM.**

Join us with your questions and thoughts. We rely on hearing your ideas and concerns as the session progresses!

[Register](#)



Lori Olberg

From: VLCT Weekly Legislative Report <info@vlct.org>
Sent: Monday, March 18, 2024 12:05 PM
To: Lori Olberg
Subject: Reminder: March 15, 2024

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

IF YOU ARE NOT A MEMBER OF VLCT, PLEASE
CONTACT THE CITY CLERK'S OFFICE

[Click here to view this email as a web page.](#)



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[Register](#)



Resolution Relating to

RELEASE OF CERTAIN GLEBE AND PERPETUAL
LEASE-LAND INTERESTS AND REVISION OF THE CITY
OF BURLINGTON PERPETUAL LEASE LAND
INTERESTS LIST

RESOLUTION_____

Sponsor(s): Councilor Traverse
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, on December 7, 2020, the City Council adopted a City of Burlington Retained Perpetual
Lease Interests List (hereafter Retained Interests List) pursuant to Act 152 (codified in 24 V.S.A. 2409); and
WHEREAS, the City Council requested that if City staff identified properties on the Retained Interests
List as appropriate for release in the future—for example, because outstanding issues are resolved,—those
properties should be brought forward to the Council and the Retained Interests List should be updated; and
WHEREAS, City staff have identified a number of properties that are appropriate for release since the
last release in December, 2023;
NOW, THEREFORE, BE IT RESOLVED that the City Council hereby releases the glebe/perpetual
leased land interests it may have in the following City of Burlington properties pursuant to 24 V.S.A. §2401
and requests that the City of Burlington Retained Perpetual Lease Interests List be revised accordingly:

- 148-150 Curtis Ave (Tax ID 027-1-039-000)
- 1548 North Avenue (Tax ID 024-2-034-000)
- 145 Starr Farm Road (Tax ID 023-4-028-000)

CITY OF BURLINGTON RETAINED F PERPETUAL LEASE LAND INTERESTS

LIST Last Revised 3/20/24

PropertyRSN	PIN	TaxID	Property Type	Assessor Use	Address	Address Numeric	Street	Street Type	Owner List
	313278722004	044-4-033-000	Land and Building	C	130	130	Bank	ST	BTC Mall Associates, LLC
536	301961736648	024-1-002-000	Land and Building	R1	36	36	Barley	RD	Matthew J. Bombard Emily K Bombard
768	302140736242	024-2-009-000	Land and Building	R1	77	77	Barley	RD	Ugljesa Vujanovic Draganja Vujanovic
7156	312422721841	049-1-143-001	Land and Building	C	60	60	Battery	ST	Diamond Rock Burlington Owner LLC
809	303377735322	024-2-052-000	Land and Building	R1	41	41	Birch	CT	Huy Vo
806	303452735586	024-2-049-000	Land and Building	R1	64	64	Birch	CT	Phet Sayamouangkhuha Bouavanh Sayamouangkhuha
1067	303515735610	024-4-001-000	Land and Building	R1	70	70	Birch	CT	Janice L Lovejoy
12228	303595735701	024-4-003-000	Land	RL	82	82	Birch	CT	Champlain Housing Trust Inc.
1073	303811735694	024-4-009-000	Land and Building	R1	99	99	Birch	CT	Joseph R. Guay Wendy M. Guay
1072	303841735726	024-4-008-000	Land	RL	105	105	Birch	CT	Champlain Housing Trust Inc.
1186	303921735755	024-4-133-000	Land and Building	R1	111	111	Birch	CT	Michael F. McGarghan Kelly J McGarghan
1174	304108736082	024-4-120-000	Land and Building	R1	128	128	Birch	CT	Robert J Larue Marjorie W Larue
1175	304175736141	024-4-121-000	Land and Building	R1	132	132	Birch	CT	Ganja S. Pradhan Leela K. Pradhan
1178	304397736312	024-4-124-000	Land and Building	R1	144	144	Birch	CT	Nadia A. Mitchell Alexander V Mitchell
8554	314400717640	053-3-195-000	Land and Building	R1	20	20	Caroline	ST	Carolyn Lamoreaux Bates Revocable Trust
8500	314463717393	053-3-140-000	Land and Building	R2	65	65	Catherine	ST	Ruby L. Thibault Jed H Thibault Aurelien G. Thibault
8498	314560717370	053-3-138-000	Land and Building	R1	75-77	75	Catherine	ST	Bruce W. Bierbaum Karl Lynn Bierbaum
8497	314614717427	053-3-137-000	Land and Building	R3	83	83	Catherine	ST	Hugo Martinez-Cazon Keith S Levenson
818	303247735059	024-2-063-000	Land and Building	R1	14	14	Cayuga	CT	Cynthia B. Button Jon B. Button
826	303382734959	024-2-071-000	Land and Building	R1	17	17	Cayuga	CT	Scott S. Smith Stacey R. Smith
821	303375735162	024-2-066-000	Land and Building	R1	30	30	Cayuga	CT	Mary Logan Lockwood
823	303452735227	024-2-068-000	Land and Building	R1	40	40	Cayuga	CT	Mark P. Moye and Joyce Ann Howard Trust
1083	303587735324	024-4-019-000	Land and Building	R1	56	56	Cayuga	CT	Theresa M. Lacroix
1084	303613735368	024-4-020-000	Land and Building	R1	62	62	Cayuga	CT	Jessie Cassidy
1109	303757735252	024-4-050-000	Land and Building	R1	65	65	Cayuga	CT	Kevin Healy Arlene Healy
1107	303858735329	024-4-048-000	Land and Building	R1	75	75	Cayuga	CT	Burns Wilson Dartt III Francoise Magdalena Dartt
1105	303936735400	024-4-046-000	Land and Building	R1	81	81	Cayuga	CT	Jeffrey S Clements Lynne C. Clements
1103	304024735477	024-4-044-000	Land and Building	R1	101	101	Cayuga	CT	James F. Burt Vera Burt
1092	304083735699	024-4-028-000	Land and Building	R1	120	120	Cayuga	CT	Charles Eric Nichols Anne Williams
1098	304336735722	024-4-038-000	Land and Building	R1	129	129	Cayuga	CT	Jeffrey Desautels Tina Desautels
4860	312379722389	044-2-004-000	Land and Building	E	2	2	Cherry	ST	Epicopalian Diocese of Vermont
5329	313344722058	044-4-033-000	Land and Building	CL	75	75	Cherry	ST	BTC Mall Associates, LLC
762	302209736468	024-2-003-000	Land and Building	R1	9	9	Clover	LN	Thanh Dang Son Tran
543	302189736725	024-1-009-000	Land and Building	R1	37	37	Clover	LN	Christine M. Thompson
542	302183736792	024-1-008-000	Land and Building	R1	45	45	Clover	LN	Timothy D. Thayer Debra Anne Thayer
4424	311724721578	043-4-001-000	Land	E	2-Jan	2	College	ST	City of Burlington - Parks Dept.
2361	302490731951	028-2-220-000	Composite	EL	8	8	College	ST	City Of Burlington - Department of Public Works
6994	311877721538	049-1-085-000	Land	EL	10	10	College	ST	City of Burlington
838	302344735027	024-2-088-000	Land and Building	R1	50	50	Cottage	GRV	Griffin Wert Joanna Wert
1936	302075734844	028-1-007-000	Land and Building	R1	80	80	Cottage	GRV	Marc Valin
1934	301926734747	028-1-004-000	Land and Building	R2	98	98	Cottage	GRV	Elmira Aliyev
1675	301706734578	027-3-058-000	Land and Building	R1	128	128	Cottage	GRV	Susan Flanders Hoxie
1674	301656734537	027-3-057-000	Land and Building	R1	134	134	Cottage	GRV	Raymond F Benoit Jr
1668	301388734295	027-3-051-000	Land and Building	R1	170	170	Cottage	GRV	James Douglas Daigle
2050	303032734650	028-1-126-000	Land and Building	R1	22	22	Cross	PKWY	Roberta P. Proulx Kelli P. LaPlant Jennifer P. Tremblay Joanne P. Ihlefeld
2048	302922734562	028-1-124-000	Land and Building	R1	38	38	Cross	PKWY	Patrica A. Heavner Christine A. Heavner Vicki L Cody
2039	302426734175	028-1-115-000	Land and Building	R1	102	102	Cross	PKWY	S. Brown Richardson Jane D. Richardson
2038	302400734124	028-1-114-000	Land and Building	R1	108	108	Cross	PKWY	Elizabeth H. Burns Alan Gladstone
2037	302315734089	028-1-113-000	Land and Building	R1	116	116	Cross	PKWY	Jasmin Pobric Gordana Pobric
2035	302197734005	028-1-111-000	Land and Building	R1	130	130	Cross	PKWY	Paul Held Susan Held
1457	300018734177	027-1-010-000	Land and Building	R1	34	34	Curtis	AVE	Tara Sullivan Brian J. Sullivan
1468	299891734057	027-1-021-000	Land and Building	R1	35	35	Curtis	AVE	George W. Buker Laurie A Buker
1467	299928734018	027-1-020-000	Land and Building	R1	43	43	Curtis	AVE	Paul E Sumner Jr Laura L. Sumner
1799	300335733791	027-3-164-000	Land and Building	R1	86	86	Curtis	AVE	Fred C Forehand Cynthia J Forehand
1800	300214733553	027-3-172-000	Land and Building	R1	121	121	Curtis	AVE	Debra Holonitch
1485	300308733403	027-3-170-000	Land and Building	R1	124	124	Curtis	AVE	Hans H. Heikel Kathryn W. Heikel
1486	300245733355	027-3-171-000	Land and Building	R1	130	130	Curtis	AVE	Travis M. Clairmont Gregory P. Clairmont
1487	300144733512	027-1-038-000	Land and Building	R1	135	135	Curtis	AVE	Jacqueline A. Dame Firley David S. Firley, Jr.
1480	300013733408	027-1-040-000	Land and Building	R1	156	156	Curtis	AVE	Joshua Perrin
1479	299950733765	027-1-034-000	Land and Building	R1	187	187	Curtis	AVE	Kendrick J. Forguites
1497	299865733875	027-1-032-000	Land and Building	R2	201	201	Curtis	AVE	BPAWG, LLC
1498	299708733787	027-1-047-000	Land and Building	R1	206	206	Curtis	AVE	John P Gipson Carolyn R Gipson

147	299532734008	027-1-051-000	Land and Building	R2	232-234	232	Curtis	AVE	Francois Nsibienakou Nyame Nti A. Nsibienakou-Fawoho
12335	299647739370	021-2-046-000	Land and Building	R1	4	4	Derway	DR	Elizabeth V. O'Kane Kelly J Boudreau
1095	299541739169	021-2-080-000	Land and Building	R2	21-23	21	Derway	DR	Casey J. D. Lyon Maho Takahashi
34	299096739540	021-2-061-000	Condo Land	RA	95	95	Derway	DR	Larkin Realty
35	304264735867	024-4-034-000	Land and Building	R1	14	14	Dorset	LN	Mary E. Barr
13	298394739590	020-4-002-000	Land and Building	R1	93	93	Elbow	ST	2751 North Miami Avenue LLC
372	298411739635	020-4-003-000	Land and Building	R1	95	95	Elbow	ST	2751 North Miami Avenue LLC
376	298305739917	020-3-004-000	Land	RL	107	107	Elbow	ST	Anthony Pellegrino Eva M. Pellegrino
4975	300926737766	023-3-068-000	Land and Building	R1	32	32	Forest	ST	Elizabeth S. Wood
1968	301176737941	023-3-072-000	Land and Building	R1	66	66	Forest	ST	Raul Perez Kathleen Perez
1999	313148722869	044-2-117-000	Land and Building	R1	23	23	George	ST	Rachel Green
1989	302740734591	028-1-041-000	Land and Building	R1	45	45	Green Acres	DR	Rebecca Marie Roy Mark Edward Montalban
1980	302613734726	028-1-073-000	Land and Building	R1	46	46	Green Acres	DR	Lauren Weiner
1982	302067734294	028-1-063-000	Land and Building	R1	116	116	Green Acres	DR	Francis Bourgeois
1659	302075734077	028-1-053-000	Land and Building	R1	129	129	Green Acres	DR	Allison Curran
1707	301791734404	027-3-042-000	Land and Building	R1	176	176	Green Acres	DR	Antonia W Simpson Robert V Simpson
1711	301467735094	027-3-104-005	Land and Building	R1	5	5	Grey Meadow	DR	Jeffrey P Gendron Kathleen B Gendron
1706	301314735234	027-3-104-002	Land and Building	R1	6	6	Grey Meadow	DR	Tyce C. Foltz Kara S. Foltz
1713	301405735041	027-3-104-006	Land and Building	R1	7	7	Grey Meadow	DR	Nelson R Vargas Susan E Bell
1739	301294734953	027-3-104-008	Land and Building	R1	15	15	Grey Meadow	DR	Scott T Fusare Dagmar Zentrichova
1737	301235734904	027-3-104-009	Land and Building	R1	21	21	Grey Meadow	DR	James J. Chagnon Lita M Chagnon
1735	301064735046	027-3-104-034	Land and Building	R1	24	24	Grey Meadow	DR	Arthur J. Dusablon Barbara Dusablon
1720	300940734955	027-3-104-032	Land and Building	R1	32	32	Grey Meadow	DR	Nathan S. Strules
1731	300815734862	027-3-104-030	Land and Building	R1	38	38	Grey Meadow	DR	Bernard V. Bora Denise C Bora
1728	300878734637	027-3-104-015	Land and Building	R1	41	41	Grey Meadow	DR	Jessica Hook Scott Hook
1724	300572734602	027-3-104-026	Land and Building	R1	56	56	Grey Meadow	DR	Sanford W. Phillips Stephanie L. Phillips
1722	300742734398	027-3-104-023	Land and Building	R1	62	62	Grey Meadow	DR	Victor Menard Tami Menard
302	300958734144	027-3-104-019	Land and Building	R1	70	70	Grey Meadow	DR	Matthew J. Robbie Jennifer L. Heiny
67	301064734018	027-3-104-017	Land and Building	R1	74	74	Grey Meadow	DR	Catherine C. Wheeler Trust
73	299876738164	023-1-014-000	Land and Building	R1	21	21	Hardy	AVE	Lawrence A. Tulkop Lisa M. Tulkop
74	299829738223	021-2-001-000	Land and Building	R1	29	29	Hardy	AVE	Patra S Vail
75	299647738606	021-2-007-000	Land and Building	R1	71	71	Hardy	AVE	Richard E. Dion Faith B. Dion
77	299622738667	021-2-008-000	Land and Building	R1	77	77	Hardy	AVE	Philip Hinkley Rosalie A. Covey
79	299594738740	021-2-009-000	Land and Building	R1	85	85	Hardy	AVE	Katherine Schumpf Douglas J Schumpf
8426	299530738887	021-2-011-000	Land and Building	R1	101	101	Hardy	AVE	Robert K Young Janice Young
8425	299630739037	021-2-013-000	Land and Building	R1	112	112	Hardy	AVE	Lawrence L. Blanchard Judie A. Kreamer
8383	314404717736	053-3-067-000	Land and Building	R3	117-119	117	Howard	ST	117-119 Howard Street LLC
3617	314463717730	053-3-066-000	Land and Building	R1	121	121	Howard	ST	Jeffrey G. Schneider Michelle C. Keegan
3549	314877717755	053-3-025-000	Land and Building	R1	153	153	Howard	ST	Andrea Gray
9016	307471727364	037-3-005-000	Land and Building	E	60	60	Institute	RD	City of Burlington - Parks Dept.
4948	308628728125	034-2-001-000	Land and Building	EL	75	75	Institute	RD	City of Burlington School Dept.
12168	315714716402	054-2-087-000	Land and Building	R1	9	9	Iranistan	RD	Karl W. Doerner Judith M. Doerner
4859	312926723089	044-2-090-000	Land and Building	RA	7-Jan	1	Johnson	ST	Beverly O'Free Rooney Richard A. Rooney
7196	312027721599	049-1-086-000	Land and Building	C	60	60	Lake	ST	Lake And College LLC
9011	311913721837	044-2-003-000	Land and Building	C	86	86	Lake	ST	Lake Street Associates Inc
9013	312327719230	049-2-039-000	Land and Building	E	101	101	Lavalley	LN	State of Vermont Building & General Services Dept. Vermont State Agency of Transportation Rail Unit
9014	315258716371	054-2-082-000	Land and Building	R1	16	16	Ledge	RD	L. Josette Noll
8580	315555716481	054-2-084-000	Land and Building	R1	50	50	Ledge	RD	Brett E. Mancini Seana Coughlin Mancini
8579	315639716371	054-2-085-000	Land and Building	R1	56-58	56	Ledge	RD	Catherine A. C. MacLachlan Trust
8575	314728717088	053-3-221-000	Land and Building	R1	38	38	Ledgemere	ST	Ila A. Abramson Joseph A. Bluestein
8576	314724717147	053-3-220-000	Land and Building	R1	44	44	Ledgemere	ST	Margaret E Joyal
8577	314578717211	053-3-216-000	Land and Building	R1	49	49	Ledgemere	ST	Austin D. Sumner Jennifer C. Sumner
832	314576717268	053-3-217-000	Land and Building	R1	55	55	Ledgemere	ST	Kevin S Cundiff Charles D. Kopplin
842	314723717268	053-3-218-000	Land and Building	R1	56	56	Ledgemere	ST	Gretchen E. Hogan Brendan P. Hogan
833	302688735119	024-2-078-000	Land and Building	R1	17	17	Loaldo	DR	Eric Gufield
841	302581735213	024-2-096-000	Land and Building	R1	18	18	Loaldo	DR	Richard H. Yee, Jr. Mary B. Harkin
840	302647735072	024-2-079-000	Land and Building	R1	23	23	Loaldo	DR	Thomas R Carr
1963	302484735139	024-2-094-000	Land and Building	R1	32	32	Loaldo	DR	Gabriel Courage Holly Courage
1962	302377735178	024-2-092-000	Land and Building	R1	36	36	Loaldo	DR	Kenneth A Hebert Christine A. Hebert
1960	302527734886	028-1-036-000	Land and Building	R1	51	51	Loaldo	DR	Leo P. Campbell M. Eileen Campbell
1959	302521734809	028-1-035-000	Land and Building	R1	57	57	Loaldo	DR	Martha J Ledoux Robert E. Ledoux
1958	302425734726	028-1-033-000	Land and Building	R2	69	69	Loaldo	DR	Patricia Anne Hollinger
1943	302376734687	028-1-032-000	Land and Building	R1	75	75	Loaldo	DR	Harvey Family Revocable Trust
1954	302333734649	028-1-031-000	Land and Building	R1	81	81	Loaldo	DR	William A. Carlson
1953	302203734748	028-1-014-000	Land and Building	R1	84	84	Loaldo	DR	Alan LeBlanc

1950	302142734498	028-1-027-000	Land and Building	R1	105	105	Loaldo	DR	Sherri L McCoy
7198	302097734461	028-1-026-000	Land and Building	R1	111	111	Loaldo	DR	Kathryn A. Newton
8583	312070720020	049-2-041-000	Land and Building	E	1	1	Maple	ST	City of Burlington - Parks Dept.
693	313297720085	049-2-001-000	Land and Building	RA	113	113	Maple	ST	Maple Street Properties, LLC
967	314811716959	053-3-224-000	Land and Building	R1	16	16	Marian	ST	Jane Merola McKenzie
964	303439736520	024-1-116-000	Land and Building	R1	4	4	Meridian	ST	Darby Shaw Joseph Shaw
4920	303607736669	024-3-026-000	Land and Building	R1	28	28	Meridian	ST	Mustafa Jusupovic Amira Jusupovic
4928	303790736812	024-3-023-000	Land and Building	R1	50	50	Meridian	ST	O'Dell Walker
3619	312865723126	044-2-062-000	Land and Building	RA	58-64	58	Monroe	ST	Marijos Properties
2004	312876722913	044-2-070-000	Land and Building	R4	61-63	61	Monroe	ST	Carl F. Albarelli
827	308917726980	038-1-002-000	Cemetery	E	455	455	North	AVE	Burlington City Cemetery Dept. Lake View Cemetery
814	303250734902	028-1-078-000	Land and Building	R1	1464	1464	North	AVE	Migmar Dolma
830	303068734920	024-2-072-000	Land and Building	R2	1477	1477	North	AVE	John Whitehouse Revocable Trust
899	303097735140	024-2-058-000	Land and Building	R1	1490	1490	North	AVE	Sharon L. Fosbrook
831	302757734982	024-2-075-000	Land and Building	RA	1501	1501	North	AVE	Salamin Handy Mountaha Handy
848	302760735193	024-2-077-000	Land and Building	R1	1519	1519	North	AVE	Elizabeth Jane Fitzpatrick
792	302609735366	024-2-100-000	Land and Building	C	1541	1541	North	AVE	Thunderbolt Garage LLC
791	302538735400	024-2-102-000	Land	RL	1547	1547	North	AVE	Jolley Associates
789	303094735926	024-2-033-000	Rental Land	E	1554	1554	North	AVE	BHA Franklin Square
869	302504735476	024-2-103-000	Land and Building	C	1555	1555	North	AVE	Jolley Associates
870	302612735734	024-2-030-000	Rental Land	E	1562	1562	North	AVE	Burlington Housing Authority
786	302372735591	024-2-127-000	Land and Building	C	1563	1563	North	AVE	Sisters & Brothers Investment Group, LLP
885	302280735657	024-2-128-000	Land and Building	R2	1571	1571	North	AVE	Lisa McLamb
783	302362735872	024-2-027-000	Land and Building	R1	1586	1586	North	AVE	Pauline R. Grogan Wanda L. Grogan Kevin L. Grogan
12273	302163735806	024-2-143-000	Land and Building	R1	1595	1595	North	AVE	John R Fisher Kathleen C. Fisher
779	302235735997	024-2-024-000	Land and Building	R1	1604	1604	North	AVE	Ginger J. Santor
778	302193736040	024-2-023-000	Land	RL	1610	1610	North	AVE	Champlain Housing Trust Inc.
511	302070736171	024-2-020-000	Land and Building	R1	1628	1628	North	AVE	Mary Lariviere
775	302029736215	024-2-019-000	Land and Building	R1	1634	1634	North	AVE	Simone M. Felty
529	301474736078	023-4-038-000	Land and Building	E	1645	1645	North	AVE	City of Burlington School Dept.
528	301904736343	024-2-016-000	Land and Building	R1	1652	1652	North	AVE	Hien Nguyen Phuong Chung
369	301761736459	023-4-056-000	Land and Building	R1	1670	1670	North	AVE	Francis J Fagga Jr Anne G Fagga
354	301722736500	023-4-055-000	Land and Building	R1	1676	1676	North	AVE	Terrence G. Moore Carol J. Moore
368	300740737598	023-3-065-000	Land and Building	R1	1922	1922	North	AVE	Elizabeth S. Lewis
353	300361737619	023-3-049-000	Land and Building	RA	1925	1925	North	AVE	New Northgate Housing, LLC
366	300696737649	023-3-064-000	Land and Building	R1	1928	1928	North	AVE	Kenneth Gokey
362	300549737529	023-3-048-000	Land and Building	R1	1929	1929	North	AVE	Leah A. Oklan Ezra Oklan
360	300604737753	023-3-062-000	Land and Building	R1	1942	1942	North	AVE	Denny Lee Johnson Christine H. Johnson
359	300537737842	023-3-057-000	Land and Building	R1	1954	1954	North	AVE	Brent Huff Nicole Huff
93	300462737951	023-3-055-000	Land and Building	R1	1968	1968	North	AVE	Edmund Parent Judy Parent
123	300432738027	023-3-054-000	Land and Building	R1	1976	1976	North	AVE	Jeannine Kneeland
122	300154738202	021-2-027-000	Land and Building	R1	2007	2007	North	AVE	Michael L. Bessette Arline S Bessette
99	300168738517	021-2-058-000	Land and Building	R1	2040	2040	North	AVE	Amylynn Streeter David H. Streeter
121	300154738592	021-2-057-000	Land and Building	R1	2044	2044	North	AVE	Rama Lakshmi Courcy Charles P. Courcy
101	299972738571	021-2-033-000	Land and Building	R1	2047	2047	North	AVE	Thomas M Leclair Jody A Leclair
118	300132738657	021-2-056-000	Land and Building	R1	2048	2048	North	AVE	Robert Lapointe
103	299905738701	021-2-035-000	Land and Building	R1	2061	2061	North	AVE	Gary D. Dion Linda D. Dion
114	300064738860	021-2-053-000	Land and Building	R1	2070	2070	North	AVE	Alfred Cyr III Cherie K Cyr
64	299852738831	021-2-037-000	Land and Building	R1	2075	2075	North	AVE	Tory-Ann Torres Luis Torres
143	298505739683	021-2-067-000	Land	RL	3127	3127	North	AVE	Thomas Furland Karen Furland
11	298595739779	021-2-065-000	Land and Building	R1	3130	3130	North	AVE	P. Maria Spadanuda
41	298501739747	021-2-066-000	Land	RL	3135	3135	North	AVE	2751 North Miami Avenue LLC
25	298438739892	020-3-001-000	Land and Building	R1	3139	3139	North	AVE	Sandra A Labombard Todd M Labombard
22	298528739922	021-1-002-000	Land and Building	ML	3140	3140	North	AVE	Todd M Labombard Tina M. Tofani Irena H Labombard
4702	298469740063	020-3-019-000	Land and Building	R1	3152	3152	North	AVE	Tor D. Bortz Lorena K. Bortz
4701	298378740302	020-3-015-000	Land and Building	R1	3174	3174	North	AVE	Treehouse Garage LLC
4700	312299724080	044-1-255-000	Land and Building	R2	87	87	North	ST	PHE, INC
4699	312335724076	044-1-254-000	Land and Building	E	89	89	North	ST	Burlington Emergency Shelter Inc
32	312380724053	044-1-253-000	Land and Building	CR	93-97	93	North	ST	Melissa B. Lafayette
4877	312464724115	044-1-252-000	Land and Building	R4	101-103	101	North	ST	J. Stuart McGowan Joan H. Watson
4776	298293740997	020-3-029-000	Land	EL	0	0	North Avenue	EXT	City of Burlington - Parks Dept.
4782	312713722677	044-2-019-000	Rental Land and Building	E	20-Oct	10	North Champlain	ST	Burlington Housing Authority
59	312439723683	044-1-310-000	Land and Building	CR	99	99	North Champlain	ST	Erkson Real Estate LLC
60	312478723958	044-1-316-000	Land and Building	R1	125	125	North Champlain	ST	Martha J. Caswell Seth Wolcott-MacCausland
61	298854740073	021-1-027-000	Land and Building	R1	40	40	North Cove	RD	Robert Bristow-Johnson Phyllis Bristow-Johnson

12123	298848740167	021-1-030-000	Land and Building	R2	50	50	North Cove	RD	Chad E Dewyea
53	298852740449	021-1-031-000	Land	RL	52	52	North Cove	RD	Timothy A. Muir Frances D. Muir
50	298633740466	021-1-019-000	Land and Building	ML	94	94	North Cove	RD	Edward R. Peters Jr. Theresa Leona Peters Kathy Peters
461	298509740501	000-0-000-000	Land	X	99	99	North Cove	RD	Guy L. Southwell
1618	298528740719	021-1-014-000	Land and Building	R1	110	110	North Cove	RD	Karen Warren Susan R. Tippet
2085	300949737976	023-3-160-001	Land and Building	R1	67	67	North View	DR	David C Francis Donna Powell
1656	301769733600	027-3-001-000	Land and Building	R1	49	49	Oakland	TER	Dagnija Neimane
4900	301950733803	028-1-165-000	Land and Building	R1	50	50	Oakland	TER	George H Cootey Gail M Cootey
4753	301788733928	027-3-039-000	Land and Building	R1	74	74	Oakland	TER	Joanne Kalisz
4747	312264723375	044-2-043-000	Land and Building	R1	66	66	Park	ST	Malcolm M. Sanders
4745	312288723481	044-1-307-000	Land and Building	R2	76	76	Park	ST	James Design Build (John J. Burns)
4744	312278723743	044-1-301-000	Land and Building	RA	102	102	Park	ST	102 Park Street LLC
12282	312268723841	044-1-299-000	Land and Building	R1	112	112	Park	ST	Stephen Smith Carmen Smith
12283	312265723882	044-1-298-000	Land and Building	R2	116	116	Park	ST	Adam H. Holmes
4878	312267723949	044-1-296-000	Land	RL	124	124	Park	ST	Champlain Housing Trust Inc.
4879	312262723992	044-1-295-000	Land	RL	128	128	Park	ST	Champlain Housing Trust Inc.
4881	312963722733	044-2-021-000	Land and Building	CR	68	68	Pearl	ST	68 Pearl Street LLC
4942	313046722741	044-2-022-000	Land	EL	70	70	Pearl	ST	City Of Burlington - Department of Public Works
12732	313106722710	044-2-023-000	Rental Land and Building	CR	80-90	80	Pearl	ST	Josephine Bernardini Bove Richard J. Bove Jr.
7166	312857723305	044-2-084-000	Land and Building	R2	21	21	Peru	ST	BPJS Management LLC
7168	313163721587	049-1-125-000	Condo Land and Building	CC	84	84	Pine	ST	84 Pine Street Association
7169	313229719975	049-2-007-000	Land and Building	R2	220	220	Pine	ST	Nicholas S. Papaseraphim Deanna Papaseraphim
7171	313222719880	049-2-009-000	Land and Building	R3	230	230	Pine	ST	Chris Khamnei
892	313233719823	049-2-010-000	Land and Building	R1	234	234	Pine	ST	Diana L Doll
893	313253719593	049-2-013-000	Land and Building	C	266	266	Pine	ST	Pine Properties LLC
546	302324736305	024-2-150-000	Land and Building	R1	68	68	Plattsburg	AVE	Mariah Ogden
547	302314736369	024-2-151-000	Land and Building	R1	76	76	Plattsburg	AVE	Abi N. Chamlagi Mon M. Chamlagai
548	302301736570	024-1-012-000	Land and Building	R1	94	94	Plattsburg	AVE	Katherine B. Janson
1788	302293736626	024-1-013-000	Land and Building	R1	100	100	Plattsburg	AVE	Michael E. Cornell Mary E. Cornell
1744	302288736683	024-1-014-000	Land and Building	R1	104	104	Plattsburg	AVE	Kristina Wood Tyler Rouille
1787	300280734501	027-3-159-000	Land and Building	R1	21	21	Pleasant	AVE	Merima Elkaz
1784	300386734578	027-3-109-000	Land and Building	R1	22	22	Pleasant	AVE	Maureen K. Linsenmeir
1781	300336734438	027-3-158-000	Land and Building	R1	29	29	Pleasant	AVE	Margaret B Bombard Stephen Hadeka
1751	300502734240	027-3-154-000	Land and Building	R1	55	55	Pleasant	AVE	Boris Katsnelson Marina Katsnelson
1778	300762734134	027-3-117-000	Land and Building	R1	80	80	Pleasant	AVE	David P Devold Jacqueline C. Devold
1761	300699733692	027-3-124-000	Land and Building	R1	134	134	Pleasant	AVE	Cynthia A Warwick Jason F. Seiler
1766	300523733869	027-3-127-000	Land and Building	R1	156	156	Pleasant	AVE	Thomas O. Ross Mary M. Ross
1771	300389734256	027-3-140-000	Land and Building	R1	195	195	Pleasant	AVE	Meghan Fay-McCaffrey Liam P McCaffrey
288	300267734171	027-3-133-000	Land and Building	R1	198	198	Pleasant	AVE	Deborah L. Clemons
7227	300334734323	027-3-139-000	Land and Building	R1	203	203	Pleasant	AVE	Richard W. Hanzel Trust (Richard W. Hanzel)
7563	300444738520	021-4-001-000	Land and Building	R1	40	40	River View	DR	Karen J Anderson
7562	313396721479	049-3-017-000	Land and Building	C	95	95	Saint Paul	ST	Investors Corporation of Vermont
8403	313439719772	049-4-045-000	Land	RL	237-241	237	Saint Paul	ST	Stephen W. Conant Margaret C. Conant
8401	313497719645	049-4-044-000	Land and Building	C	249	249	Saint Paul	ST	Carrie Ann Rockwood Todd M. Rockwood
8400	314532717779	053-3-044-000	Land and Building	CR	463-465	463	Saint Paul	ST	Alan R. Longe Pamela B. Longe
8386	314572717680	053-3-042-000	Land and Building	RA	469	469	Saint Paul	ST	Gisele J. Fontaine Family Trust (Gisele J. Fontaine)
8397	314606717643	053-3-041-000	Land and Building	R3	475-477	475	Saint Paul	ST	Yee Properties LLC
8391	314805717706	053-3-027-000	Land and Building	R4	484-486	484	Saint Paul	ST	Four Eighty Four St Paul St, LLC
8395	314700717391	053-3-038-000	Land and Building	R3	507	507	Saint Paul	ST	Amanda H. Goossen Daniel Goossen
8755	314973717440	053-3-032-000	Land and Building	R1	516	516	Saint Paul	ST	Mathew Viens Johnnie McLaughlin
8392	314811717342	053-3-036-000	Land and Building	R1	517	517	Saint Paul	ST	Bryan A. Mihok
8754	314880717150	053-3-033-000	Land and Building	R1	539	539	Saint Paul	ST	David M. Buffington Meriedith A. Coeyman
8841	315081717216	054-1-004-000	Land and Building	R3	540	540	Saint Paul	ST	LBC 515 & 540, LLC
8843	314915717029	054-1-001-000	Land and Building	RA	567	567	Saint Paul	ST	Sisters & Brothers Investment Group, LLP
8844	315211717046	054-1-077-000	Land and Building	R1	4	4	Shelburne	ST	Terrance A. McGrath Timothy L. McGrath
4892	315224716923	054-1-080-000	Land and Building	R1	14	14	Shelburne	ST	Kevin F. Quirino James J. Elias
675	315177716626	054-2-014-000	Land and Building	C	44	44	Shelburne	ST	Mary S. Burns Trust
10100	303097737144	024-1-098-000	Land and Building	R1	12	12	Sky	DR	Earl J. Babcock, Jr.
8768	303251737123	024-1-100-000	Land and Building	R1	24	24	Sky	DR	Sylvia J. Bernardina
8763	318700717168	058-3-001-000	Land and Building	C	568	568	South Prospect	ST	Burlington Country Club Corp.
8762	314984717720	054-1-015-000	Land and Building	R1	467	467	South Union	ST	Rachel L. Morton Trust
8835	315058717420	054-1-010-000	Land and Building	R1	493	493	South Union	ST	Peter Keating Kathleen Keating
8760	315072717368	054-1-009-000	Land and Building	R1	499	499	South Union	ST	George L. Shelley IV Rachel W. Shelley
8836	315281717323	054-1-071-000	Land and Building	R3	508-510	508	South Union	ST	Marc L. Jacobs
8837	315226717276	054-1-072-000	Land and Building	R2	512	512	South Union	ST	Mary B. Hennessy

Cindy Hamel | Sandra Nunn | John Peters | Rebecca Peters

8758	315094717225	054-1-006-000	Land and Building	R1	515	515	South Union	ST	515 South Union Street-540 Saint Paul Street, LLC
7935	315220717219	054-1-073-000	Land and Building	R2	516-518	516	South Union	ST	William T. McGrath Jr. Mcgrath Income Only Trust
8865	315108717174	054-1-005-000	Land and Building	RA	525-527	525	South Union	ST	Alain W. Brunet
8862	315665718448	054-1-102-000	Land and Building	R1	405	405	South Willard	ST	Northeastern Family Institute Of Vermont Inc.
8869	315581718256	054-1-100-000	Land and Building	R1	425	425	South Willard	ST	Mark A. Stoler Diane A. Gabriel
8871	315540718188	054-1-099-000	Land and Building	R1	429	429	South Willard	ST	William Mares Christine Hadsel
8850	315795718100	054-1-106-000	Land and Building	R1	436	436	South Willard	ST	Jane A. Smith 2011 Revocable Trust
8848	315726717952	054-1-108-000	Land and Building	R1	452	452	South Willard	ST	Guido Mase Anne Kathleen Dougherty
8945	315317717210	054-1-086-000	Land and Building	R2	531-533	531	South Willard	ST	Tom Davies LLC
8946	315291717084	054-1-084-000	Land and Building	R2	543	543	South Willard	ST	Michael L. Richards
1507	315300716530	054-2-015-000	Land and Building	E	600	600	South Willard	ST	Greek Orthodox Church
1535	297948733336	027-1-061-035	Land and Building	S1	2	2	Starr Farm	BC	Daniel M. Boardman Trust
1534	298064733663	027-1-061-050	Land and Building	S1	5	5	Starr Farm	BC	Edward H. Starr Robin Robertson Starr
1503	298679733994	027-1-061-175	Land and Building	S1	9	9	Starr Farm	BC	Thomas W Dowe Jr Leslie E. Twitchell Elizabeth A. Dowe Kelly Dowe Engelman
1513	298716734186	027-1-061-170	Land and Building	S1	10	10	Starr Farm	BC	Pasquale George Martone Patricia M Martone
1518	298928734405	027-1-056-000	Land and Building	S1	13	13	Starr Farm	BC	W. Philip Wagner Revocable Trust Barbara E. Wagner Revocable Trust
1520	298245734244	027-1-061-065	Land and Building	S1	15	15	Starr Farm	BC	Katherine P. Pond Patrick S. Robins
1523	298537734316	027-1-061-090	Land and Building	S1	19	19	Starr Farm	BC	Gerald L. Curley Laura C. Curley
1522	298786734414	027-1-061-100	Land and Building	S1	21	21	Starr Farm	BC	Paul R. Sisson
1526	298981734539	027-1-061-115	Land and Building	S1	23	23	Starr Farm	BC	Richard H. Wiemann
1536	298899734639	027-1-061-110	Land and Building	S1	24	24	Starr Farm	BC	Kenneth R. Lee Kathleen P. Lee
498	299047134748	027-1-061-130	Land and Building	S1	27	27	Starr Farm	BC	Carmela Monaco
501	299373735397	027-1-061-180	Land and Building	S1	34	34	Starr Farm	BC	Denis O'Brien Isela M O'Brien
502	301479735575	023-4-026-000	Land	CL	43	43	Starr Farm	RD	John J. Flynn Estate
506	300858735154	023-4-029-000	Land and Building	R1	151	151	Starr Farm	RD	Marina C. Collins
507	300777735004	023-4-032-000	Land and Building	R1	167	167	Starr Farm	RD	Allen L. Barr Jr. Mary E. Barr
508	300679735022	023-4-033-000	Land and Building	R1	173	173	Starr Farm	RD	Daniel Elliott Joanna Elliott
1705	300625734986	023-4-034-000	Land and Building	R1	179	179	Starr Farm	RD	Neal Bernard Hayes Jr Nikki Lee Hayes
1741	300562734939	023-4-035-000	Land and Building	R1	187	187	Starr Farm	RD	Caroline M. Rudd
595	300477734780	027-3-103-000	Land and Building	R1	201	201	Starr Farm	RD	Ted Jacobites
592	300430734716	027-3-105-000	Land and Building	R1	207	207	Starr Farm	RD	Maurice A. Paquette Karen M Paquette
590	302811737138	024-1-066-000	Land and Building	R1	65	65	Sunset	DR	Richard Than
589	302949736960	024-1-063-000	Land and Building	R1	87	87	Sunset	DR	Norma C. Brunelle
689	303070736795	024-1-061-000	Land and Building	R1	109	109	Sunset	DR	Thaddeus Zabiegalski Frances Zabiegalski
898	303109736727	024-1-060-000	Land and Building	R1	117	117	Sunset	DR	Andrew E. Potter Meagan G. Potter
850	303315736735	024-1-112-000	Land and Building	R1	126	126	Sunset	DR	Mary A. Perry Joan G. Perry Judith B. Bailey
851	303299736401	024-2-157-000	Land and Building	R1	151	151	Sunset	DR	Yolanda Flores
853	302428735423	024-2-104-000	Land and Building	R1	13	13	Tracy	DR	Neil Guilmette Michelle Guilmette
1681	302371735380	024-2-105-000	Land and Building	R1	19	19	Tracy	DR	Michelle Valiquette John J. Valiquette Jr.
1683	301514734657	027-3-069-000	Land and Building	R1	131	131	Tracy	DR	Hue Thi Nguyen Tuan Nguyen
1684	301438734640	027-3-071-000	Land and Building	R1	139	139	Tracy	DR	Liam N. Page
1688	301386734597	027-3-073-000	Land and Building	R1	145	145	Tracy	DR	Debra A. LeBlanc
554	301328734553	027-3-075-000	Land and Building	R1	153	153	Tracy	DR	Lynn Crocker Wood
553	301107734379	027-3-083-000	Land and Building	R1	181	181	Tracy	DR	Margaret Poulin Kirk Poulin Robin A. Smith Laura J. Blaise Rebecca L. Richardson
12655	302040736842	024-1-020-000	Land and Building	R1	37	37	Turf	RD	Jay P. Bessette Diem T. Ha
661	302210736963	024-1-019-000	Land and Building	R2	57	57	Turf	RD	BPAWG, LLC
662	303063737772	024-1-078-000	Condo Land	RC	1	1	Valade	ST	Valade Park Condo Association
663	303195737405	024-1-084-000	Land and Building	R1	42	42	Venus	AVE	Harvey C. Allard Jr. Margaret M Allard
665	303276737383	024-1-085-000	Land and Building	R1	46	46	Venus	AVE	Ziyu Fang
953	303360737360	024-1-086-000	Land and Building	R1	54	54	Venus	AVE	Anthony M Mazza Elizabeth A Mazza
950	303507737147	024-3-012-000	Land and Building	R1	77	77	Venus	AVE	Angelina Fitzpatrick James J. Fitzpatrick
873	303733737206	024-3-016-000	Land and Building	R1	94	94	Venus	AVE	John F K Rouille Mary R Rouille
881	303700737029	024-3-009-000	Land and Building	R1	101	101	Venus	AVE	Muaz Omanovic Kija Omanovic
492	302132735650	024-2-131-000	Land and Building	R1	19	19	West	RD	Richard Sener Karen J. Sener
491	301910735636	024-2-139-000	Land and Building	R1	38	38	West	RD	Gina A. Scafa
1631	301501735308	023-4-018-000	Land and Building	R1	90	90	West	RD	Joshua Farley Andrea Farley
12221	301575735164	023-4-015-000	Land and Building	R1	95	95	West	RD	Heinrich Savelberg Christina T. Savelberg Casandra C. Savelberg
12222	301521733604	027-3-014-000	Land and Building	R1	66	66	Western	AVE	Kimberly Ann Hunt Alexander T. Messinger
463	300746737816	023-3-061-000	Land	RL	19	19	Woods	ST	Champlain Housing Trust Inc.
1626	300686738042	023-3-164-000	Land and Building	R1	40	40	Woods	ST	First United Methodist Church of Burlington VT
1625	301216733969	027-3-031-000	Land and Building	R1	10	10	York	DR	Roland A Dion Gail A Dion
1650	301364733886	027-3-009-000	Land and Building	R1	15	15	York	DR	Kim M. Palasits
	301438733948	027-3-008-000	Land and Building	R1	29	29	York	DR	Steven R. Benoit Jean M. Benoit
	301447734149	027-3-033-000	Land and Building	R1	38	38	York	DR	Robert Hart Dorcas Hart

*Properties on
LEGEND:

	Department of Permitting & Inspections--Trades Division
	Department of Permitting & Inspections--Housing Division
	Department of Permitting & Inspections--Zoning Division
	Burlington Public Works--Water Resources
	Burlington Electric Department
	Department of Public Works

Department: City Attorney Submitter: Lisa Jones

Title/Subject: Release of certain properties from glebe

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	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	Click or tap to enter a date.	Click or tap here to enter text.
Mayor's Office informed and approved memo	N/A	Click or tap to enter a date.	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.	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	Click or tap to enter a date.	Kim
CAO has reviewed budget, financing, and memo	N/A	Click or tap to enter a date.	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?	Choose an item.	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Updated list of retained properties
Draft Resolution or Motion?	Choose an item.	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Ben Traverse

Resolution Relating to

RELEASE OF CERTAIN GLEBE AND PERPETUAL
LEASE-LAND INTERESTS AND REVISION OF THE CITY
OF BURLINGTON PERPETUAL LEASE LAND
INTERESTS LIST

RESOLUTION 6.48.

Sponsor(s): Councilor Traverse
Introduced: 03/25/24
Referred to: _____
Action: adopted
Date: 03/25/24
Signed by Mayor: 04/01/24

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, on December 7, 2020, the City Council adopted a City of Burlington Retained Perpetual
2 Lease Interests List (hereafter Retained Interests List) pursuant to Act 152 (codified in 24 V.S.A. 2409); and
3 WHEREAS, the City Council requested that if City staff identified properties on the Retained Interests
4 List as appropriate for release in the future—for example, because outstanding issues are resolved,—those
5 properties should be brought forward to the Council and the Retained Interests List should be updated; and
6 WHEREAS, City staff have identified a number of properties that are appropriate for release since the
7 last release in December, 2023;
8 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby releases the glebe/perpetual
9 leased land interests it may have in the following City of Burlington properties pursuant to 24 V.S.A. §2401
10 and requests that the City of Burlington Retained Perpetual Lease Interests List be revised accordingly:
11 • 148-150 Curtis Ave (Tax ID 027-1-039-000)
12 • 1548 North Avenue (Tax ID 024-2-034-000)
13 • 145 Starr Farm Road (Tax ID 023-4-028-000)
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DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

City Attorney's Office, Lisa Jones

ORIGINAL

RESOLUTION RELATING TO

Release..Of..Certain..Glebe..And..Perpetual Lease-Land Interests
And Revision Of The City Of Burlington Perpetual Lease Land Interests
.....

Adopted by the City Council

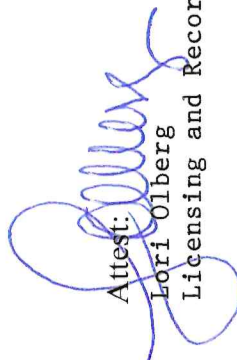
March 25, 20 24

 Clerk

Approved.....April 1..... 20 24

 Mayor

Vol. Page

Attest:

Lori Olberg
Licensing and Records Coordinator

* * * * *

LIST Last Revised 3/20/24

CITY OF BURLINGTON RETAINED PERPETUAL LEASE LAND INTERESTS

Property#	RSN	PN	TaxID	Property Type	Assessor Use	Address	Address Numeric	Street	Street Type	Owner List
536	31327272004	044.4-033-000	024.1-002-000	Land and Building	C	130	36	Bank	RD	BTC Mall Associates, LLC
748	30196173648	024.1-002-000	024.1-002-000	Land and Building	R1	36	36	Bank	RD	Matthew J. Bombard Emily K. Bombard
7156	312427721041	040.1-143-001	024.2-052-000	Land and Building	C	77	77	Barley	RD	Ujdesa Vujanovic Dragana Vujanovic
809	303377735327	024.2-052-000	024.2-052-000	Land and Building	R1	60	60	Barley	ST	Diamond Rock Burlington Owner LLC
806	303457735816	024.2-049-000	024.2-049-000	Land and Building	R1	64	64	Barley	ST	Hoy Vo
1067	303515735610	024.4-001-000	024.4-001-000	Land and Building	R1	70	70	Barley	CT	Phet Sayanmanangkhua Borasath Sayanmanangkhua
12278	303505735701	024.4-003-000	024.4-003-000	Land	R1	82	82	Barley	CT	Janice L. Lowrey
1073	303581735834	024.4-009-000	024.4-009-000	Land and Building	R1	99	99	Barley	CT	Champlain Housing Trust Inc.
1072	303581735726	024.4-008-000	024.4-008-000	Land and Building	R1	106	106	Barley	CT	Joseph R. Gony Wendy M. Gony
1186	303921735755	024.4-133-000	024.4-133-000	Land and Building	R1	111	111	Barley	CT	Champlain Housing Trust Inc.
1174	304108736082	024.4-120-000	024.4-120-000	Land and Building	R1	128	128	Barley	CT	Michael E. Megarhan Kelly Megarhan
1175	304176736141	024.4-121-000	024.4-121-000	Land and Building	R1	132	132	Barley	CT	Robert L. Laine Marjorie W. Laine
1178	304397736112	024.4-124-000	024.4-124-000	Land and Building	R1	144	144	Barley	CT	Garja S. Proffman Leela K. Proffman
2554	314400717640	053.3-195-000	053.3-195-000	Land and Building	R1	20	20	Caroline	ST	Nadia A. Mitchell Alexander V. Mitchell
2580	314406717293	053.3-140-000	053.3-140-000	Land and Building	R2	65	65	Catherine	ST	Carolyn Larocca Bates Revocable Trust
2498	314560717170	053.3-138-000	053.3-138-000	Land and Building	R1	75-77	75	Catherine	ST	Bobly L. Thibault Jed H. Thibault Aurelien G. Thibault
2497	314614717027	053.3-137-000	053.3-137-000	Land and Building	R3	83	83	Catherine	ST	Bruce W. Berbaum Karl Lynn Berbaum
218	303247735959	024.2-063-000	024.2-063-000	Land and Building	R1	14	14	Capuga	CT	Huge Martinez-Caceron Keith S. Levenson
276	303387734059	024.2-071-000	024.2-071-000	Land and Building	R1	17	17	Capuga	CT	Cynthia B. Botton Jon B. Botton
221	303375735162	024.2-066-000	024.2-066-000	Land and Building	R1	30	30	Capuga	CT	Scott S. Smith Stacey R. Smith
223	303462735227	024.2-068-000	024.2-068-000	Land and Building	R1	40	40	Capuga	CT	Mary Logan Lockwood
1023	303587735324	024.4-019-000	024.4-019-000	Land and Building	R1	56	56	Capuga	CT	Mark P. Moyle and Joyce Ann Howard Trust
1024	303617735462	024.4-020-000	024.4-020-000	Land and Building	R1	62	62	Capuga	CT	Theresa M. Lacroix
1109	303757735252	024.4-050-000	024.4-050-000	Land and Building	R1	65	65	Capuga	CT	Jessie Casady
1107	303958735229	024.4-046-000	024.4-046-000	Land and Building	R1	75	75	Capuga	CT	Kevin Healy Eugene Healy
1105	303936735000	024.4-048-000	024.4-048-000	Land and Building	R1	81	81	Capuga	CT	Burns Wilson Dart III Françoise Magdalena Dart
1103	304024735477	024.4-044-000	024.4-044-000	Land and Building	R1	101	101	Capuga	CT	Jeffrey S. Clements Lynne C. Clements
1092	304083735693	024.4-028-000	024.4-028-000	Land and Building	R1	120	120	Capuga	CT	James F. Bart Vera Bart
40840	312370732389	044.2-004-000	044.2-004-000	Land and Building	L	2	2	Cherry	ST	Charles Lin Nichols Anne Williams
5329	313344722058	044.4-033-000	044.4-033-000	Land and Building	CL	75	75	Cherry	ST	Jeffrey Decantels Tina Desautels
762	302209736068	024.2-003-000	024.2-003-000	Land and Building	R1	9	9	Chover	LN	Episcopal Diocese of Vermont
543	302189736725	024.1-009-000	024.1-009-000	Land and Building	R1	37	37	Chover	LN	BTC Mall Associates, LLC
5472	302183736792	024.1-009-000	024.1-009-000	Land and Building	R1	45	45	Chover	LN	Thanh Dang Son Tran
4024	311204731578	043.4-001-000	043.4-001-000	Land	L	2	2	College	ST	Christine M. Thompson
6904	311277731538	049.1-085-000	049.1-085-000	Land	LL	10	10	College	ST	Emelby D. Thayer Debra Anne Thayer
232	302344736027	024.2-088-000	024.2-088-000	Land and Building	R1	50	50	College	ST	City of Burlington - Parks Dept.
1934	301976734747	022.1-007-000	022.1-007-000	Land and Building	R1	80	80	College	GRV	City of Burlington - Department of Public Works
1675	301206734678	022.3-058-000	022.3-058-000	Land and Building	R1	98	98	College	GRV	Griffin West Joana West
1674	301656734637	022.3-057-000	022.3-057-000	Land and Building	R1	128	128	College	GRV	Marx Valin
1648	301382734795	022.3-051-000	022.3-051-000	Land and Building	R1	134	134	College	GRV	Elmira Allayev
2050	303037734650	022.1-126-000	022.1-126-000	Land and Building	R1	22	22	Cross	GRV	Susan Handers House
2048	302927734662	022.1-124-000	022.1-124-000	Land and Building	R1	38	38	Cross	GRV	Ramond J. Benoit Jr
2039	302476734175	022.1-115-000	022.1-115-000	Land and Building	R1	102	102	Cross	GRV	James Douglas Dangle
2036	302400734124	022.1-114-000	022.1-114-000	Land and Building	R1	108	108	Cross	GRV	Robert P. Proulx Kelly P. Laplante Jennifer P. Tremblay Joanne P. Whitefield
2037	302315734686	022.1-113-000	022.1-113-000	Land and Building	R1	136	136	Cross	GRV	Patricia A. Heasner Christine A. Heasner Vicki L. Cody
2035	302197734605	022.1-111-000	022.1-111-000	Land and Building	R1	139	139	Cross	GRV	S. Brown Richardson Jane D. Richardson
1457	300303734177	022.1-010-000	022.1-010-000	Land and Building	R1	34	34	Curtis	AVE	Ucalbeth H. Burns Alan Gladstone
1468	299191734667	022.1-021-000	022.1-021-000	Land and Building	R1	35	35	Curtis	AVE	Joanna Probie Gordana Probie
1467	299092734618	022.1-020-000	022.1-020-000	Land and Building	R1	43	43	Curtis	AVE	Paul Field Susan Field
1790	300357333911	022.3-164-000	022.3-164-000	Land and Building	R1	86	86	Curtis	AVE	Tara Sullivan Brian J. Sullivan
1485	300287334603	022.3-170-000	022.3-170-000	Land and Building	R1	121	121	Curtis	AVE	George W. Baker Laurie A. Baker
1486	300246733355	022.3-171-000	022.3-171-000	Land and Building	R1	124	124	Curtis	AVE	Paul J. Sumner Jr Laura L. Sumner
1487	300144733512	022.1-038-000	022.1-038-000	Land and Building	R1	130	130	Curtis	AVE	Ired C. Forehand Cynthia J. Forehand
1480	300013733608	022.1-040-000	022.1-040-000	Land and Building	R1	135	135	Curtis	AVE	Debra Holmich
1479	299956733365	022.1-034-000	022.1-034-000	Land and Building	R1	156	156	Curtis	AVE	Wans B. Deekel Kathryn W. Deekel
1497	299865733875	022.1-032-000	022.1-032-000	Land and Building	R2	201	201	Curtis	AVE	Travis M. Clairmont Gregory P. Clairmont
1498	299887733777	022.1-047-000	022.1-047-000	Land and Building	R1	206	206	Curtis	AVE	Jacqueline A. Dame-Foley David S. Foley, Jr.

147	2905327340038	027.1.05.1.000	Land and Building	R2	232,234	232	Curtis	AVL	Francis McKenakou Myame Mti A. Robbenakou Fawehio
12335	2905327303303	021.2.041.000	Land and Building	R1	4	4	Dorsey	DR	Elkabeth V. O'Kane Kelly J. Boudreau
1095	2905311230169	021.2.085.000	Land and Building	R2	21,23	21	Dorsey	DR	Carey J. D. Lyon Maho Takahashi
34	290506739540	021.2.061.000	Condo Land	R6	95	95	Dorsey	DR	Larkin Reilly
35	304364739867	024.4.034.000	Land and Building	R1	14	14	Dorsey	IN	Mary E. Bart
13	290394739590	020.4.002.000	Land and Building	R1	93	93	Elbow	ST	2751 North Miami Avenue LLC
372	290411739635	020.4.003.000	Land and Building	R1	95	95	Elbow	ST	2751 North Miami Avenue LLC
376	290306739017	020.3.004.000	Land and Building	R1	107	107	Elbow	ST	Anthony Pellegrino Lisa M. Pellegrino
4975	30093673766	023.3.062.000	Land and Building	R1	32	32	Forest	ST	Elkabeth S. Wood
1948	30116733941	023.3.072.000	Land and Building	R1	66	66	Forest	ST	Raul Perez Kathleen Perez
1999	31348272809	044.2.111.000	Land and Building	R1	23	23	George	ST	Rachel Green
1989	302740734591	022.1.041.000	Land and Building	R1	45	45	Green Acres	DR	Rebecca Marie Roy Mark Edward Montalban
1980	302613734776	022.1.073.000	Land and Building	R1	46	46	Green Acres	DR	Lauren Weiner
1982	30206734994	022.1.063.000	Land and Building	R1	116	116	Green Acres	DR	Francis Bougeois
1659	302025734077	022.1.053.000	Land and Building	R1	129	129	Green Acres	DR	Allison Curran
1707	301791734404	027.3.042.000	Land and Building	R1	176	176	Green Acres	DR	Antonia W. Simpson Robert V. Simpson
1711	301467336994	027.3.104.005	Land and Building	R1	5	5	Grey Meadow	DR	Jeffrey P. Gendron Kathleen B. Gendron
1706	301314735234	027.3.104.002	Land and Building	R1	6	6	Grey Meadow	DR	Ivy C. Folz Kara S. Folz
1713	301405735041	027.3.104.006	Land and Building	R1	7	7	Grey Meadow	DR	Nelson R. Vargas Susan E. Beil
1739	301294734953	027.3.104.008	Land and Building	R1	15	15	Grey Meadow	DR	Scott T. Fusare Dagmar Zentrichova
1737	301255734904	027.3.104.009	Land and Building	R1	21	21	Grey Meadow	DR	Jones J. Chagnon Lisa M. Chagnon
1735	301064735046	027.3.104.034	Land and Building	R1	24	24	Grey Meadow	DR	Arthur J. Dasablen Barbara Dasablen
1720	300946734955	027.3.104.032	Land and Building	R1	32	32	Grey Meadow	DR	Rhian S. Stroles
1731	3002157348262	027.3.104.030	Land and Building	R1	38	38	Grey Meadow	DR	Bernard V. Bora Denise C. Bora
1728	300878734637	027.3.104.015	Land and Building	R1	41	41	Grey Meadow	DR	Jessica Hook Scott Hook
1724	300572734622	027.3.104.026	Land and Building	R1	56	56	Grey Meadow	DR	Sanford W. Phillips Stephanie L. Phillips
1772	300742734392	027.3.104.023	Land and Building	R1	62	62	Grey Meadow	DR	Victor Menard Tami Menard
302	300958734144	027.3.104.019	Land and Building	R1	70	70	Grey Meadow	DR	Matthew J. Robb Jennifer L. Henry
67	301064734018	027.3.104.017	Land and Building	R1	74	74	Grey Meadow	DR	Catherine C. Wheeler Trust
73	299876734164	023.1.014.000	Land and Building	R1	21	21	Hardy	AVL	Lawrence A. Tullop Lisa M. Tullop
74	299829734273	021.2.001.000	Land and Building	R1	29	29	Hardy	AVL	Patra S. Val
75	299843734606	021.2.002.000	Land and Building	R1	71	71	Hardy	AVL	Richard L. Dion Faith B. Dion
77	299672734647	021.2.008.000	Land and Building	R1	77	77	Hardy	AVL	Philip Hunkley Resalie A. Covey
79	299594734740	021.2.009.000	Land and Building	R1	85	85	Hardy	AVL	Katherine Schump Douglas J. Schump
8476	299530734827	021.2.011.000	Land and Building	R1	101	101	Hardy	AVL	Robert K. Young Janice Young
8475	299640734937	021.2.013.000	Land and Building	R1	112	112	Hardy	AVL	Lawrence L. Blanchard Julie A. Kremer
8383	314404717736	053.3.067.000	Land and Building	R3	117,119	117	Howard	ST	117-119 Howard Street LLC
3617	314063717730	053.3.066.000	Land and Building	R1	121	121	Howard	ST	Jeffrey G. Schneider Michelle C. Keegan
3549	314271717755	053.3.025.000	Land and Building	R1	153	153	Howard	ST	Andrea Gray
9016	302471727364	037.3.005.000	Land and Building	E	60	60	Institute	RD	City of Burlington - Parks Dept.
4948	308628728125	034.2.003.000	Land and Building	EL	75	75	Institute	RD	City of Burlington School Dept.
12148	315714714802	054.2.087.000	Land and Building	R1	9	9	Iranian	RD	Karl W. Diener Judith M. Diener
4879	31296272989	044.2.090.000	Land and Building	R6	7 Jan	7 Jan	Johnson	ST	Besley Ofice Resney Richard A. Resney
7196	312027727599	049.1.085.000	Land and Building	C	60	60	Lake	ST	Lake and College LLC
9011	311913727837	044.2.003.000	Land and Building	C	86	86	Lake	ST	Lake Street Associates Inc
9013	312371729230	049.2.033.000	Land and Building	E	101	101	Lavalley	IN	State of Vermont Building & General Services Dept.
9014	315258716371	054.2.082.000	Land and Building	R1	16	16	Ledge	RD	L. Josette Nell
2580	315555716481	054.2.084.000	Land and Building	R1	50	50	Ledge	RD	Brett E. Mancini Seana Coughlin Mancini
2579	315639716371	054.2.083.000	Land and Building	R1	56,58	56	Ledge	RD	Calhoun A. C. MacLachlan Trust
2575	314728710828	053.3.221.000	Land and Building	R1	38	38	Ledgemere	ST	Ila A. Abramson Joseph A. Bluestein
2576	314728711417	053.3.220.000	Land and Building	R1	44	44	Ledgemere	ST	Margaret L. Jeyal
2577	314578717211	053.3.216.000	Land and Building	R1	49	49	Ledgemere	ST	Austin D. Sumner Jennifer C. Sumner
232	314576717268	053.3.217.000	Land and Building	R1	55	55	Ledgemere	ST	Kevin S. Condit Charles D. Keighin
242	314723717268	053.3.218.000	Land and Building	R1	56	56	Ledgemere	ST	Gretchen E. Hogan Brendan P. Hogan
233	302482735119	024.2.078.000	Land and Building	R1	17	17	Loalbo	DR	Eric Gullfield
241	302581735213	024.2.091.000	Land and Building	R1	18	18	Loalbo	DR	Richard H. Yee Jr. Mary B. Harkin
240	302647735072	024.2.079.000	Land and Building	R1	23	23	Loalbo	DR	Thomas R. Carl
1963	302464735139	024.2.094.000	Land and Building	R1	32	32	Loalbo	DR	Gabriel Courage Holly Cottage
1962	302377735178	024.2.097.000	Land and Building	R1	36	36	Loalbo	DR	Kenneth A. Hebert Christine A. Hebert
1940	302577734826	022.1.036.000	Land and Building	R1	51	51	Loalbo	DR	Leo P. Campbell M. Eileen Campbell
1959	302521734829	022.1.037.000	Land and Building	R1	57	57	Loalbo	DR	Martha J. Ledoux Robert L. Ledoux
1938	302425734726	022.1.033.000	Land and Building	R2	69	69	Loalbo	DR	Patricia Anne Hedinger
1943	302376734627	022.1.032.000	Land and Building	R1	75	75	Loalbo	DR	Harvey Family Rescuable Trust
1954	302337734649	022.1.031.000	Land and Building	R1	81	81	Loalbo	DR	William A. Carlson
1953	302203734742	022.1.014.000	Land and Building	R1	84	84	Loalbo	DR	Alan LeBlanc

Vermont State Agency of Transportation Rail Unit

1940	302142734498	026 1 027 000	Land and Building	R1	10%	10%	10%	DR	Sherrill Mc Coy
1941	302091734461	026 1 026 000	Land and Building	R1	11%	11%	11%	DR	Kathryn A. Newson
1942	312030230020	049 2 041 000	Land and Building	E	1	1	1	SI	City of Burlington - Parks Dept.
1943	312291728025	049 2 041 000	Land and Building	BA	113	113	113	SI	Maple Street Properties, LLC
1944	314411710954	053 3 224 000	Land and Building	R1	16	16	16	SI	Jane Merola McKenzie
1945	303439730570	024 1 116 000	Land and Building	R1	4	4	4	SI	Dorley Shaw Joseph Shaw
1946	303160736459	024 3 021 000	Land and Building	R1	28	28	28	SI	Micafata Incapovic Anna Incapovic
1947	303160736472	024 3 021 000	Land and Building	R1	50	50	50	SI	O'Dell Walker
1948	312865723176	044 2 062 000	Land and Building	BA	58 64	58 64	58 64	SI	Marquis Properties
1949	312865723176	044 2 070 000	Land and Building	R4	61 63	61 63	61 63	SI	Carl F. Albandi
1950	303161728060	026 1 002 000	Cemetery	E	45%	45%	45%	AVE	Burlington City Cemetery Dept. Lake View Cemetery
1951	303260734902	026 1 026 000	Land and Building	R1	1464	1464	1464	AVE	Belgium Distro
1952	303062734920	024 2 027 000	Land and Building	R2	1477	1477	1477	AVE	John Whitehouse Rescuable Trust
1953	303091735140	024 2 056 000	Land and Building	R1	1490	1490	1490	AVE	Sharon L. Frohman
1954	302751734902	024 2 075 000	Land and Building	BA	1501	1501	1501	AVE	Salaman Handy Mountaha Handy
1955	302760735193	024 2 027 000	Land and Building	R1	1519	1519	1519	AVE	Elizabeth Jane Fitzpatrick
1956	302160735306	024 2 100 000	Land and Building	C	1541	1541	1541	AVE	Thunderbolt Garage LLC
1957	302538735400	024 2 027 000	Land and Building	R1	1547	1547	1547	AVE	Jolley Associates
1958	303090734976	024 2 033 000	Rental Land	E	1554	1554	1554	AVE	Bliss Franklin Square
1959	302500735076	024 2 103 000	Land and Building	C	1555	1555	1555	AVE	Jolley Associates
1960	302161735734	024 2 030 000	Rental Land	E	1562	1562	1562	AVE	Burlington Housing Authority
1961	302327355911	024 2 127 000	Land and Building	C	1563	1563	1563	AVE	Saters & Brothers Investment Group, LLP
1962	302290735657	024 2 128 000	Land and Building	R2	1571	1571	1571	AVE	Lea Mc Lamb
1963	302362735872	024 2 027 000	Land and Building	R1	1586	1586	1586	AVE	Pauline R. Grogan Wanda L. Grogan Kevin L. Grogan
1964	302163735896	024 2 143 000	Land and Building	R1	1595	1595	1595	AVE	John R. Fisher Kathleen C. Fisher
1965	302235735907	024 2 027 000	Land and Building	R1	1604	1604	1604	AVE	Ginger J. Santor
1966	302193736040	024 2 023 000	Land and Building	R1	1610	1610	1610	AVE	Champlain Housing Trust Inc.
1967	302020736171	024 2 020 000	Land and Building	R1	1628	1628	1628	AVE	Mary Lashore
1968	302020736215	024 2 019 000	Land and Building	R1	1634	1634	1634	AVE	Samuel M. Leby
1969	301474736078	023 4 038 000	Land and Building	E	1645	1645	1645	AVE	City of Burlington School Dept.
1970	301904736343	024 2 016 000	Land and Building	R1	1652	1652	1652	AVE	Hen Nguyen Phuong Chung
1971	301761736459	024 2 056 000	Land and Building	R1	1670	1670	1670	AVE	Francis J. Fagg Jr. Anne G. Fagg
1972	301722736500	023 4 053 000	Land and Building	R1	1676	1676	1676	AVE	Terrence G. Moore Carol J. Moore
1973	300740737598	023 3 065 000	Land and Building	BA	19 22	19 22	19 22	AVE	Elizabeth S. Lewis
1974	300361737619	023 3 099 000	Land and Building	BA	19 25	19 25	19 25	AVE	New Northgate Housing, LLC
1975	300096737649	023 3 064 000	Land and Building	R1	19 28	19 28	19 28	AVE	Kenneth Gokley
1976	300500737679	023 3 048 000	Land and Building	R1	19 29	19 29	19 29	AVE	Leah A. O'Hall Ezra O'Hall
1977	300060737753	023 3 082 000	Land and Building	R1	1942	1942	1942	AVE	Denny Lee Johnson Christine H. Johnson
1978	300517737842	023 3 097 000	Land and Building	R1	1954	1954	1954	AVE	Brent Huff Nicole Huff
1979	300462737951	023 3 054 000	Land and Building	R1	1968	1968	1968	AVE	Edmund Parent Judy Parent
1980	300432738027	023 3 057 000	Land and Building	R1	1976	1976	1976	AVE	Jeanine Kneeland
1981	300154738232	021 2 027 000	Land and Building	R1	2007	2007	2007	AVE	Michael L. Bessette Julie S. Bessette
1982	300164738317	021 2 053 000	Land and Building	R1	2040	2040	2040	AVE	Joseph Street David H. Street
1983	300154738512	021 2 053 000	Land and Building	R1	2044	2044	2044	AVE	Rena Lakshmi Courcy Charles P. Courcy
1984	300154738571	021 2 053 000	Land and Building	R1	2047	2047	2047	AVE	Thomas M. Leclair Jody A. Leclair
1985	300132738577	021 2 056 000	Land and Building	R1	2048	2048	2048	AVE	Robert Lapointe
1986	300462738701	021 2 035 000	Land and Building	R1	2061	2061	2061	AVE	Gary D. Dion Linda D. Dion
1987	300064738860	021 2 053 000	Land and Building	R1	2070	2070	2070	AVE	Alfred Cyr III Cherie E. Cyr
1988	300852738831	021 2 037 000	Land and Building	R1	2075	2075	2075	AVE	Ivy Ann Torres Luis Torres
1989	300505739023	021 2 067 000	Land and Building	R1	3127	3127	3127	AVE	Thomas Furland Karen Furland
1990	300505739023	021 2 067 000	Land and Building	R1	3130	3130	3130	AVE	P. Maria Spadunula
1991	300505739179	021 2 065 000	Land and Building	R1	3135	3135	3135	AVE	2751 North Miami Avenue LLC
1992	300501739147	021 2 066 000	Land and Building	R1	3139	3139	3139	AVE	Sandra A. Labombard Todd M. Labombard
1993	300438739092	020 3 001 000	Land and Building	BA	3140	3140	3140	AVE	Todd M. Labombard Tina M. Labombard
1994	300528739922	021 1 002 000	Land and Building	R1	3152	3152	3152	AVE	Tor D. Bortz Lorena E. Bortz
1995	300460740063	020 3 019 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
1996	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
1997	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
1998	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
1999	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2000	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2001	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2002	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2003	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2004	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2005	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2006	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2007	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2008	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2009	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2010	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2011	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2012	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2013	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2014	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2015	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2016	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2017	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2018	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2019	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2020	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2021	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2022	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2023	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2024	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2025	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2026	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2027	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2028	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2029	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2030	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2031	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2032	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2033	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2034	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2035	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2036	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2037	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2038	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2039	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2040	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2041	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2042	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2043	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2044	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2045	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2046	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2047	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2048	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2049	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2050	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2051	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2052	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2053	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2054	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2055	300460740063	020 3 015 000	Land and Building	R1	3174	3174	3174	AVE	Treehouse Garage LLC
2056	300460740063	020 3 015 000							

12123	298548740167	021.1-030.000	Land and Building	R2	50	50	North Cove	RD	Chad E. Dewey
53	298557740049	021.1-031.000	Land	RL	52	52	North Cove	RD	Timothy A. Muir Frances D. Muir
50	298531740066	021.1-019.000	Land and Building	RL	94	94	North Cove	RD	Edward R. Peters Jr. Theresa Leona Peters Kathy Peters
463	298508740001	000-0-000.000	Land	X	99	99	North Cove	RD	Gary L. Southwell
161E	298528740119	021.1-014.000	Land and Building	R1	110	110	North Cove	RD	Karen Warren Susan R. Uppett
2085	300040747016	023.3-160.001	Land and Building	R1	67	67	North View	DR	David C. Francis Donna Pessell
1656	301169743000	027.3-001.000	Land and Building	R1	49	49	Oakland	TER	Daguna Meinane
4900	301960743003	028.1-165.000	Land and Building	R1	50	50	Oakland	TER	George H. Cooley Gail M. Cooley
4753	301782743028	027.3-039.000	Land and Building	R1	74	74	Oakland	TER	Josanne Kahz
4747	312764743375	044.2-043.000	Land and Building	R1	66	66	Park	ST	Richard M. Sanders
4745	312782743481	044.1-307.000	Land and Building	R2	76	76	Park	ST	James Design Build (John J. Burns)
4744	312778743743	044.1-301.000	Land and Building	R4	102	102	Park	ST	302 Park Street LLC
12282	312784743641	044.1-299.000	Land and Building	R1	112	112	Park	ST	Stephen Smith Carmen Smith
12283	312765743882	044.1-298.000	Land and Building	R2	116	116	Park	ST	Adam H. Holmes
4878	312767743949	044.1-296.000	Land	RL	124	124	Park	ST	Champion Housing Trust Inc.
4879	312767743997	044.1-295.000	Land	RL	128	128	Park	ST	Champion Housing Trust Inc.
4881	312963742233	044.2-021.000	Land and Building	CR	68	68	Park	ST	68 Pearl Street LLC
4942	313006742741	044.2-022.000	Land	EL	70	70	Park	ST	City Of Burlington Department of Public Works
12732	313006742710	044.2-023.000	Rental Land and Building	CR	80-80	80	Park	ST	Josephine Bernardini Bove Richard J. Bove Jr.
7166	312857743305	044.2-084.000	Land and Building	R2	21	21	Park	ST	BPIS Management LLC
7168	313163741587	049.1-125.000	Condo Land and Building	CC	84	84	Pine	ST	24 Pine Street Association
7169	313292749975	049.2-007.000	Land and Building	R2	220	220	Pine	ST	Nicholas S. Papacerafrum Deanna Papacerafrum
7171	313223749880	049.2-009.000	Land and Building	R3	230	230	Pine	ST	Chris Khamet
892	313233749823	049.2-010.000	Land and Building	R1	234	234	Pine	ST	Diana L. Doll
893	313253749593	049.2-013.000	Land and Building	C	266	266	Pine	ST	Pine Properties LLC
546	302324746095	024.2-150.000	Land and Building	R1	68	68	Plattsburg	AVE	Marish Dyden
547	302314746369	024.2-151.000	Land and Building	R1	76	76	Plattsburg	AVE	Als N. Chamagat Mon M. Chamagat
548	302301746570	024.1-012.000	Land and Building	R1	94	94	Plattsburg	AVE	Katherine B. Janson
1788	302291746276	024.1-013.000	Land and Building	R1	100	100	Plattsburg	AVE	Michael E. Connell Mary E. Connell
1744	302287746483	024.1-014.000	Land and Building	R1	104	104	Plattsburg	AVE	Kristina Wood Tyler Roulle
1787	300280746001	027.3-159.000	Land and Building	R1	21	21	Pleasant	AVE	Merima Ekaz
1784	300386746078	027.3-109.000	Land and Building	R1	22	22	Pleasant	AVE	Maureen K. Linsenmeier
1781	300367746432	027.3-158.000	Land and Building	R1	29	29	Pleasant	AVE	Margaret B. Bonnard Stephen Hadeka
1751	300507746140	027.3-154.000	Land and Building	R1	55	55	Pleasant	AVE	Boris Katsenelson Marina Katsenelson
1778	300763746134	027.3-117.000	Land and Building	R1	80	80	Pleasant	AVE	David P. David Jacqueline C. David
1761	300090743892	027.3-124.000	Land and Building	R1	134	134	Pleasant	AVE	Cynthia A. Warwick Jason F. Seiler
1766	300257743869	027.3-127.000	Land and Building	R1	156	156	Pleasant	AVE	Thomas O. Ross Mary M. Ross
1771	300397746256	027.3-140.000	Land and Building	R1	195	195	Pleasant	AVE	Michael Fay McCalliff Liam P. McCalliff
288	300367746171	027.3-133.000	Land and Building	R1	198	198	Pleasant	AVE	Deborah L. Clemons
2227	300354746323	027.3-139.000	Land and Building	R1	203	203	Pleasant	AVE	Richard W. Hanzel Trust (Richard W. Hanzel)
7563	300444746220	027.4-001.000	Land and Building	R1	40	40	River View	DR	Karen J. Anderson
7562	313396741479	049.3-017.000	Land and Building	C	95	95	Saint Paul	ST	Investors Corporation of Vermont
8403	313491749172	049.4-005.000	Land	RL	237-241	237	Saint Paul	ST	Stephen W. Conant Margaret C. Conant
8401	313491749455	049.4-004.000	Land and Building	C	249	249	Saint Paul	ST	Carne Ann Rockwood Todd M. Rockwood
8400	314532741779	063.3-004.000	Land and Building	CR	463-465	463	Saint Paul	ST	Alan B. Longe Pamela B. Longe
8386	314572741680	063.3-042.000	Land and Building	R4	469	469	Saint Paul	ST	Gisela J. Fontaine Family Trust (Gisela J. Fontaine)
8397	314606746431	063.3-041.000	Land and Building	R3	475-477	475	Saint Paul	ST	Yee Properties LLC
8391	314606741706	063.3-027.000	Land and Building	R4	484-486	484	Saint Paul	ST	Four Eighty Four St Paul St, LLC
8395	314700741791	063.3-038.000	Land and Building	R3	507	507	Saint Paul	ST	Amarda H. Goossen Daniel Goossen
8755	314973741440	063.3-032.000	Land and Building	R1	516	516	Saint Paul	ST	Mathew Viens Johnnie McLaughlin
8392	314811741242	063.3-036.000	Land and Building	R1	517	517	Saint Paul	ST	Bryan A. Mihok
8754	314890741750	063.3-033.000	Land and Building	R1	539	539	Saint Paul	ST	David M. Burlington Meredith A. Coeyman
8841	314916741216	064.1-004.000	Land and Building	R3	540	540	Saint Paul	ST	LBC 515 & 540, LLC
8843	314916742029	064.1-001.000	Land and Building	R4	562	562	Saint Paul	ST	Siders & Brothers Investment Group, LLP
8844	315117740416	064.1-027.000	Land and Building	R1	4	4	Shelburne	ST	Terrance A. McGrath Timothy L. McGrath
4892	315224746923	064.1-014.000	Land and Building	R1	14	14	Shelburne	ST	Kevin F. Quirino James J. Elias
675	315177746276	064.2-014.000	Land and Building	C	44	44	Shelburne	ST	Mary S. Burns Trust
10100	303097741744	024.1-098.000	Land and Building	R1	12	12	Sky	DR	Carl J. Babcock, Jr.
8768	303251741213	024.1-100.000	Land and Building	R1	24	24	Sky	DR	Sybil J. Bernardina
8763	318700741768	049.3-001.000	Land and Building	C	568	568	South Prospect	ST	Burlington Country Club Corp.
8762	314984741720	064.1-015.000	Land and Building	R1	467	467	South Union	ST	Rachel L. Morton Trust
8835	315052741720	064.1-010.000	Land and Building	R1	493	493	South Union	ST	Peter Keating Kathleen Keating
8760	315072741766	064.1-009.000	Land and Building	R1	499	499	South Union	ST	George L. Shelley IV Rachel W. Shelley
8836	315281741732	064.1-071.000	Land and Building	R3	508-510	508	South Union	ST	Marc L. Jacobs
8837	315282741776	064.1-072.000	Land and Building	R2	512	512	South Union	ST	Mary B. Hennessy

27-58	315-0941/17225	054-1-026-000	Land and Building	R1	515	515	515	South Union	515	South Union Street 540 Saint Paul Street, LLC
29-35	315-2921/17219	054-1-023-000	Land and Building	R2	516-518	516-518	516-518	South Union	516	William T. McGrath Jr. McGrath Income Only Trust
29-65	315-0871/17124	054-1-025-000	Land and Building	R4	525-527	525-527	525-527	South Union	51	Alan W. Bunnet
29-67	315-0551/18948	054-1-102-000	Land and Building	R1	405	405	405	South Willard	51	Northwestern Family Institute Of Vermont Inc.
29-69	315-5817/18256	054-1-100-000	Land and Building	R1	425	425	425	South Willard	51	Mark A. Stoker Diane A. Gabriel
29-71	315-5817/18188	054-1-099-000	Land and Building	R1	429	429	429	South Willard	51	William Maries Christine Hatfield
29-80	315-2951/18180	054-1-106-000	Land and Building	R1	436	436	436	South Willard	51	June A. Smith 2011 Revocable Trust
29-88	315-2617/19562	054-1-108-000	Land and Building	R1	452	452	452	South Willard	51	Guido Mose Anne Kathleen Dougherty
29-95	315-3171/17210	054-1-086-000	Land and Building	R2	531-533	531-533	531-533	South Willard	51	Tom Davies LLC
29-96	315-9117/16844	054-1-084-000	Land and Building	R2	543	543	543	South Willard	51	Michael L. Richards
15-07	315-3007/16530	054-2-015-000	Land and Building	1	600	600	600	South Willard	51	Greek Orthodox Church
15-35	2979487/33336	027-1-061-035	Land and Building	51	2	2	2	Star Farm	BC	Daniel M. Boardman Trust
15-34	2980647/33663	027-1-061-050	Land and Building	51	5	5	5	Star Farm	BC	Eleanor H. Starr Robin Robertson Starr
15-03	2981671/33904	027-1-061-175	Land and Building	51	9	9	9	Star Farm	BC	Thomas W. Dwyer Jr. Leslie E. Twitthell Elizabeth A. Dwyer
15-13	2981761/34186	027-1-061-180	Land and Building	51	10	10	10	Star Farm	BC	Pasquale George Martone Patricia M. Martone
15-20	2981927/34005	027-1-061-000	Land and Building	51	13	13	13	Star Farm	BC	W. Philip Wagner Revocable Trust Barbara L. Wagner Revocable Trust
15-20	2982057/34244	027-1-061-065	Land and Building	51	15	15	15	Star Farm	BC	Katherine P. Pond Patrick S. Robins
15-23	2983371/34316	027-1-061-100	Land and Building	51	19	19	19	Star Farm	BC	Gerard L. Curley Laura C. Curley
15-27	2983787/34414	027-1-061-100	Land and Building	51	21	21	21	Star Farm	BC	Paul R. Sisson
15-26	2983817/34539	027-1-061-115	Land and Building	51	23	23	23	Star Farm	BC	Richard H. Wiemann
15-36	2983907/34639	027-1-061-110	Land and Building	51	24	24	24	Star Farm	BC	Kenneth R. Lee Kathleen P. Lee
40-8	2984011/34748	027-1-061-130	Land and Building	51	27	27	27	Star Farm	BC	Carrolla Monaco
50-1	2984737/35397	027-1-061-180	Land and Building	51	34	34	34	Star Farm	BC	Dennis O'Brien Bela M. O'Brien
50-2	3014797/35575	023-4-026-000	Land	CL	43	43	43	Star Farm	RD	John J. Hyatt Estate
50-6	3005627/35154	023-4-029-000	Land and Building	R1	151	151	151	Star Farm	RD	Manac C. Collins
50-7	3007777/36004	023-4-032-000	Land and Building	R1	167	167	167	Star Farm	RD	Allen L. Bart Jr. Mary L. Bart
50-8	3006797/36022	023-4-033-000	Land and Building	R1	173	173	173	Star Farm	RD	Daniel Elliott Joanna Elliott
17-05	3006257/34986	023-4-034-000	Land and Building	R1	179	179	179	Star Farm	RD	Neal Bernard Hayes Jr. Nikki Lee Hayes
17-41	3005627/34939	023-4-035-000	Land and Building	R1	187	187	187	Star Farm	RD	Caroline M. Budd
50-5	3004717/34760	027-3-103-000	Land and Building	R1	201	201	201	Star Farm	RD	Ted Jacobites
50-2	3004307/34716	027-3-105-000	Land and Building	R1	207	207	207	Star Farm	RD	Maurice A. Paquette Karen M. Paquette
50-0	3028117/37138	024-1-066-000	Land and Building	R1	65	65	65	Sunset	DR	Richard Than
50-9	3029997/36960	024-1-063-000	Land and Building	R1	87	87	87	Sunset	DR	Berna C. Brunelle
68-9	3030707/36795	024-1-061-000	Land and Building	R1	109	109	109	Sunset	DR	Thaddeus Zabenski Frances Zabenski
80-8	3031097/36727	024-1-060-000	Land and Building	R1	117	117	117	Sunset	DR	Andrew E. Foster Megan G. Foster
25-0	3033157/36735	024-1-112-000	Land and Building	R1	126	126	126	Sunset	DR	Mary A. Perry Jean G. Perry Judith B. Bailey
25-1	3032997/36401	024-2-157-000	Land and Building	R1	151	151	151	Sunset	DR	Volandia Flores
25-3	3024287/36423	024-2-104-000	Land and Building	R1	13	13	13	Tracy	DR	Neil Guinette Michelle Guinette
16-81	3023717/35380	024-2-105-000	Land and Building	R1	19	19	19	Tracy	DR	Michelle Valiquette John J. Valiquette Jr.
16-83	3031547/34657	027-3-069-000	Land and Building	R1	131	131	131	Tracy	DR	Hue Thi Nguyen Tuan Nguyen
16-84	3014387/34640	027-3-071-000	Land and Building	R1	139	139	139	Tracy	DR	Tuan M. Page
16-88	3013067/34547	027-3-073-000	Land and Building	R1	145	145	145	Tracy	DR	Debra A. LeBlanc
55-4	3013297/34553	027-3-075-000	Land and Building	R1	153	153	153	Tracy	DR	Lynn Crocker Wood
55-3	3011077/34379	027-3-083-000	Land and Building	R1	181	181	181	Tracy	DR	Margaret Poulin Kirk Poulin Robin A. Smith Laura J. Blaw
126-55	3020807/36242	024-1-020-000	Land and Building	R1	37	37	37	Turf	RD	Jay P. Rosette Diem T. Ha
64-1	3027107/36963	024-1-019-000	Land and Building	R2	57	57	57	Turf	RD	BPW65, LLC
64-2	3030637/37172	024-1-027-000	Crocks Land	RC	1	1	1	Valde	51	Valde Park Condo Association
64-3	3031957/37405	024-1-084-000	Land and Building	R1	42	42	42	Venus	AVE	Harvey C. Allard Jr. Margaret M. Allard
64-5	3032767/37383	024-1-085-000	Land and Building	R1	46	46	46	Venus	AVE	Zyon Farm
95-3	3033607/37360	024-1-086-000	Land and Building	R1	54	54	54	Venus	AVE	Anthony M. Macca Elizabeth A. Macca
95-0	3035037/37147	024-3-012-000	Land and Building	R1	77	77	77	Venus	AVE	Angelina Fitzpatrick James J. Fitzpatrick
97-3	3037337/37206	024-3-016-000	Land and Building	R1	94	94	94	Venus	AVE	John F. K. Bouille Mary R. Bouille
22-1	3037907/37029	024-3-009-000	Land and Building	R1	101	101	101	Venus	AVE	Mona Ormston Elia Ormston
40-2	3021327/34650	024-2-131-000	Land and Building	R1	19	19	19	West	RD	Richard Sener Karen J. Sener
40-1	3019107/34636	024-2-134-000	Land and Building	R1	38	38	38	West	RD	Gina A. Scala
16-31	3035017/35308	023-4-018-000	Land and Building	R1	90	90	90	West	RD	Joshua Farley Andrea Farley
122-21	3035757/35164	023-4-015-000	Land and Building	R1	95	95	95	West	RD	Heinrich Saelberg Christina L. Saelberg Cassandra C. Saelberg
122-27	3035217/33404	027-3-014-000	Land and Building	R1	66	66	66	Western	AVE	Kimberly Ann Hunt Alexander T. Messenger
46-3	3007467/34716	023-3-061-000	Land	R1	19	19	19	Woods	51	Chapman Housing Trust Inc.
16-26	3004867/38042	023-3-164-000	Land and Building	R1	40	40	40	Woods	51	First United Methodist Church of Burlington VT
16-25	3012167/33909	027-3-031-000	Land and Building	R1	10	10	10	York	DR	Roland A. Dion Gail A. Dion
16-50	3013647/33876	027-3-009-000	Land and Building	R1	15	15	15	York	DR	Kim M. Palatis
	3014387/34948	027-3-008-000	Land and Building	R1	29	29	29	York	DR	Steven R. Benoit Jean M. Benoit
	3014477/34149	027-3-033-000	Land and Building	R1	38	38	38	York	DR	Robert T. Hart Dorcas Hart

*Properties on
LEGEND:

	Department of Permitting & Inspections-Trades Division
	Department of Permitting & Inspections-Housing Division
	Department of Permitting & Inspections-Zoning Division
	Burlington Public Works-Water Resources
	Burlington Electric Department
	Department of Public Works

Resolution Relating to
CREATION OF A SISTER CITY RELATIONSHIP
BETWEEN THE CITY OF BURLINGTON VERMONT AND
THIES EAST SENEGAL

RESOLUTION_____
Sponsor(s): Councilors Dieng,
Traverse, Bergman, Paul, Shannon,
Barlow, Carpenter, Grant, Doherty,
King
Introduced:
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON
In the year Two Thousand Twenty-Four.....
Resolved by the City Council of the City of Burlington, as follows:

- 1 That WHEREAS, the Republic of Senegal is a stable and vibrant country with a strong system of
2 democracy; and
3 WHEREAS, Senegal has an international reputation of being a safe and welcoming country; and
4 WHEREAS, many active members of our society are originally from Senegal, many of whom reside in
5 Burlington and surrounding cities and towns within Chittenden County and have children in our school
6 system; and
7 WHEREAS, in 2008, the Vermont National Guard (VTNG) established a Military Partnership with the
8 Republic of Senegal. This partnership is part of the Federal Government Military partnership program; and
9 WHEREAS, the Adjutant General Gregory Knight of the Vermont National Guard discussed with
10 Mayor Miro Weinberger the importance of extending the Vermont National Guard Military Partnership with
11 Senegal to be a Sister City relationship with Thies East, Senegal where they have medical support programs
12 among others; and
13 WHEREAS, in August, 2023 City Councilor Ali Dieng traveled to Senegal to start the establishment
14 of Sister City relations between Thies East, where he grew up, and the City of Burlington, Vermont, where he
15 resides; and
16 WHEREAS, the Mayor of Burlington, Vermont, Miro Weinberger, and the Mayor of Thies East,
17 Senegal, Ousman Diagne, have discussed the establishment of a Sister City relationship between the two
18 cities; and
19 WHEREAS, the potential exists for the continued development of educational, cultural, environmental
20 and economic opportunities between the two municipalities, a potential which would prove advantageous to
21 both municipalities;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves and supports the adoption of the City of Thies East as our Sister City and commits to promote mutual cooperation and understanding between our two communities; and

BE IT FURTHER RESOLVED that the City Council authorizes Mayor Miro Weinberger to execute, on behalf of the City of Burlington, a Sister City Agreement between the City of Burlington and the City of Thies East, memorializing the terms of the Sister City Relationship and common goals and efforts of our two cities, subject to the review of the City Attorney's Office.

AD/Resolutions 2024/*Creation of a Sister City Relationship between the City of Burlington Vermont and Thies East Senegal*
03/19/24

SISTER CITY AGREEMENT
BETWEEN
THE CITY OF BURLINGTON, VERMONT, USA
AND
THE CITY OF THIES EAST, SENEGAL, WEST AFRICA

We, as local leaders of the cities of Burlington, Vermont, USA and Thies East, Senegal, West Africa democratically elected by our fellow citizens, state our agreement to the special existing relationship between Thies East, Senegal and Burlington, Vermont.

Based on a long-standing relationship between the Vermont National Guard and the Republic of Senegal dated since 2008 and friendships established between our two states, we desired to formalize a sister city relationship between Burlington, Vermont and Thies East, Senegal.

Therefore, we hereby officially establish a sister city agreement between our two cities to allow for the development of educational, cultural, environmental and economic opportunities, and with this written agreement, we combine our efforts to ensure a continued development and success of the Senegalese and Vermont relationship.

Therefore, we, Ousman Diagne, Mayor of Thies East, Senegal and Miro Weinberger, Mayor of Burlington, Vermont, sign this sister city agreement.

City of Burlington, Vermont

City of Thies East, Senegal

Miro WEINBERGER

Ousman DIAGNE

Mayor of Burlington, Vermont

Mayor of Thies East, Senegal

Resolution Relating to
CREATION OF A SISTER CITY RELATIONSHIP
BETWEEN THE CITY OF BURLINGTON VERMONT AND
THIES EAST SENEGAL

RESOLUTION 6.49.
Sponsor(s): Councilors Dieng,
Traverse, Bergman, Paul, Shannon,
Barlow, Carpenter, Grant, Doherty,
King
Introduced: 03/25/24
Referred to: _____
Action: adopted
Date: 03/25/24
Signed by Mayor: 04/01/24

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....
Resolved by the City Council of the City of Burlington, as follows:

- 1 That WHEREAS, the Republic of Senegal is a stable and vibrant country with a strong system of
2 democracy; and
3 WHEREAS, Senegal has an international reputation of being a safe and welcoming country; and
4 WHEREAS, many active members of our society are originally from Senegal, many of whom reside in
5 Burlington and surrounding cities and towns within Chittenden County and have children in our school
6 system; and
7 WHEREAS, in 2008, the Vermont National Guard (VTNG) established a Military Partnership with the
8 Republic of Senegal. This partnership is part of the Federal Government Military partnership program; and
9 WHEREAS, the Adjutant General Gregory Knight of the Vermont National Guard discussed with
10 Mayor Miro Weinberger the importance of extending the Vermont National Guard Military Partnership with
11 Senegal to be a Sister City relationship with Thies East, Senegal where they have medical support programs
12 among others; and
13 WHEREAS, in August, 2023 City Councilor Ali Dieng traveled to Senegal to start the establishment
14 of Sister City relations between Thies East, where he grew up, and the City of Burlington, Vermont, where he
15 resides; and
16 WHEREAS, the Mayor of Burlington, Vermont, Miro Weinberger, and the Mayor of Thies East,
17 Senegal, Ousman Diagne, have discussed the establishment of a Sister City relationship between the two
18 cities; and
19 WHEREAS, the potential exists for the continued development of educational, cultural, environmental
20 and economic opportunities between the two municipalities, a potential which would prove advantageous to
21 both municipalities;

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20

..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves and supports the adoption of the City of Thies East as our Sister City and commits to promote mutual cooperation and understanding between our two communities; and

BE IT FURTHER RESOLVED that the City Council authorizes Mayor Miro Weinberger to execute, on behalf of the City of Burlington, a Sister City Agreement between the City of Burlington and the City of Thies East, memorializing the terms of the Sister City Relationship and common goals and efforts of our two cities, subject to the review of the City Attorney's Office.

AD/Resolutions 2024/Creation of a Sister City Relationship between the City of Burlington Vermont and Thies East Senegal
03/19/24

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

Councilor Ali Dieng

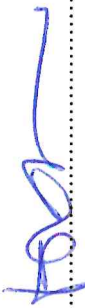
ORIGINAL

RESOLUTION RELATING TO

Creation Of A Sister City Relationship Between The City Of Burlington
Vermont And Thies East Senegal

Adopted by the City Council

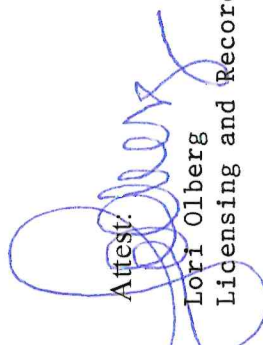
March 25, 20 24

 Clerk

Approved April 1, 20 24

 Mayor

Vol. Page


Lori Olberg
Licensing and Records Coordinator

* * * * *

Resolution Relating to

ESTABLISHING A SISTER CITY RELATIONSHIP WITH
THE KUYALNICK COMMUNITY OF UKRAINE

RESOLUTION_____

Sponsor(s): Councilor Traverse, Paul,
Doherty, Barlow, Carpenter, King,
Shannon

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, in the 2023 State of the City address, Mayor Weinberger called for the City of Burlington
2 to explore opportunities for establishing a Sister City relationship with a Ukrainian community; and
3 WHEREAS, the focus of this exploration was to identify communities with which Burlington shares
4 values and characteristics; and
5 WHEREAS, the Sister City organizing efforts included individuals experienced in international
6 relations and Sister City relationships, as well as local Ukrainians and Ukrainian officials; and
7 WHEREAS, through this process, the City of Burlington was introduced to Oleksiy Goncharenko, a
8 member of the Ukrainian Parliament representing the Odesa region, who facilitated introductions to leaders of
9 the Kuyalnick Village Territorial Community; and
10 WHEREAS, the Kuyalnick Village Territorial Community, with a population of approximately 20,500
11 and an administrative center in Podilsk, has shown a commitment to entering a Sister City relationship with
12 the City of Burlington; and
13 WHEREAS, Kuyalnick has demonstrated resilience in the face of regional challenges, including
14 providing support to wounded soldiers; they have a rich culture heritage, including their famed borscht festival
15 and thirty-four culture centers, including the Birzuliany folk choir, which has been performing for more than
16 ten years; the economic sector of the Kuyalnick Community is focused on the cultivation of agricultural crops,
17 livestock, beekeeping, and entrepreneurship; Kuyalnick is working to diversify its economy, particularly
18 through the development of technology and tourism industries, as well as a focus on solar technology and
19 agriculture; and
20 WHEREAS, for these reasons and more, there are numerous opportunities for potential exchanges,
21 potential which would prove advantageous to both municipalities;
22 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves and supports the
23 adoption of the Kuyalnick Community as our Sister City and commits to promote mutual cooperation and
24 understanding between our two communities; and

BE IT FURTHER RESOLVED that the City Council authorizes Mayor Miro Weinberger to execute, on behalf of the City of Burlington, a Sister City Agreement between the City of Burlington and the Kuyalnick Village Territorial Community of Ukraine, memorializing the terms of the Sister City Relationship and common goals and efforts of our two cities, subject to review of the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City of Burlington expresses its gratitude to all individuals and organizations involved in the exploration of this Sister City partnership, and looks forward to fostering a strong and mutually beneficial relationship with the Kuyalnick Community.

BT/Resolutions 2024/*Establishing a Sister City Relationship with the Kuyalnick Community of Ukraine*
03/18/2024

Resolution Relating to

**ESTABLISHING A SISTER CITY RELATIONSHIP WITH
THE KUYALNICK COMMUNITY OF UKRAINE**

RESOLUTION 6.50.

Sponsor(s): Councilor Traverse, Paul,
Doherty, Barlow, Carpenter, King,
Shannon

Introduced: 03/25/24

Referred to: _____

Action: adopted

Date: 03/25/24

Signed by Mayor: 04/01/24

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, in the 2023 State of the City address, Mayor Weinberger called for the City of Burlington
2 to explore opportunities for establishing a Sister City relationship with a Ukrainian community; and

3 WHEREAS, the focus of this exploration was to identify communities with which Burlington shares
4 values and characteristics; and

5 WHEREAS, the Sister City organizing efforts included individuals experienced in international
6 relations and Sister City relationships, as well as local Ukrainians and Ukrainian officials; and

7 WHEREAS, through this process, the City of Burlington was introduced to Oleksiy Goncharenko, a
8 member of the Ukrainian Parliament representing the Odesa region, who facilitated introductions to leaders of
9 the Kuyalnick Village Territorial Community; and

10 WHEREAS, the Kuyalnick Village Territorial Community, with a population of approximately 20,500
11 and an administrative center in Podilsk, has shown a commitment to entering a Sister City relationship with
12 the City of Burlington; and

13 WHEREAS, Kuyalnick has demonstrated resilience in the face of regional challenges, including
14 providing support to wounded soldiers; they have a rich culture heritage, including their famed borscht festival
15 and thirty-four culture centers, including the Birzuliany folk choir, which has been performing for more than
16 ten years; the economic sector of the Kuyalnick Community is focused on the cultivation of agricultural crops,
17 livestock, beekeeping, and entrepreneurship; Kuyalnick is working to diversify its economy, particularly
18 through the development of technology and tourism industries, as well as a focus on solar technology and
19 agriculture; and

20 WHEREAS, for these reasons and more, there are numerous opportunities for potential exchanges,
21 potential which would prove advantageous to both municipalities;

22 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves and supports the
23 adoption of the Kuyalnick Community as our Sister City and commits to promote mutual cooperation and
24 understanding between our two communities; and

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

* * * * *

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20
..... Clerk

Approved....., 20

..... Mayor

Vol. Page

BE IT FURTHER RESOLVED that the City Council authorizes Mayor Miro Weinberger to execute, on behalf of the City of Burlington, a Sister City Agreement between the City of Burlington and the Kuyalnick Village Territorial Community of Ukraine, memorializing the terms of the Sister City Relationship and common goals and efforts of our two cities, subject to review of the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City of Burlington expresses its gratitude to all individuals and organizations involved in the exploration of this Sister City partnership, and looks forward to fostering a strong and mutually beneficial relationship with the Kuyalnick Community.

BT/Resolutions 2024/*Establishing a Sister City Relationship with the Kuyalnick Community of Ukraine*
03/18/2024

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

Adam Roof

* * * * *

ORIGINAL

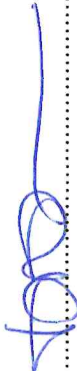
RESOLUTION RELATING TO

Establishing A Sister City Relationship With The Kuyalnick Community Of Ukraine

.....
.....

Adopted by the City Council

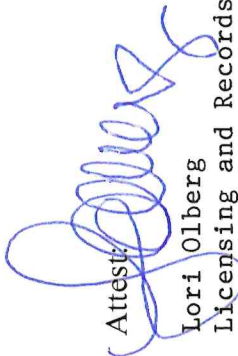
March 25, 20 24

 Clerk

Approved April 1 20 24

 Mayor

Vol. Page

Attest:

Lori Olberg
Licensing and Records Coordinator

Lori Olberg

From: City of Burlington Vermont
Sent: Sunday, March 24, 2024 8:16 PM
To: Lori Olberg
Subject: Form submission from: Contact Us [City Council]

You are receiving this message because you are a designated recipient for: City Council

Received from: Mary Gade

Reply to e-mail Address: mgade@burlingtontelecom.net

Subject: Neighborhood Code

Message: Hannah King,

I am asking you to vote to send the Neighborhood Code back to the Planning Commission to be modified and/or postponed. Failing that, ALL of the proposed Amendments should be adopted.

Not enough attention is given to maintaining or enlarging green spaces and tree cover, sewers systems and water systems in need of enlargement and maintenance, and parking needs are ignored. More housing is already proposed at Cambrian Rise, City Place, and South End Innovation District, and UVM MUST provide more student housing on former Trinity Campus immediately. We need to wait and further fine tune Neighborhood Code.

Thank you.

Mary

Submitted on Sunday, March 24, 2024 - 20:15 from IP address: 65.183.133.79

Check IP address location: <https://viewdns.info/iplocation/?ip=65.183.133.79>

Questions about this form? e-mail webmaster@burlingtonvt.gov

Lori Olberg

From: Michael Long <mjlongvt@gmail.com>
Sent: Sunday, March 24, 2024 8:01 PM
To: Zoraya Hightower; Tim Doherty; Gene Bergman; Joseph Magee; Sarah Carpenter; Benjamin Traverse; Karen Paul; Ali Dieng; Hannah King; Melo Grant; Mark Barlow; Joan Shannon
Cc: JF Carter Neubieser; Becca Brown; Lori Olberg
Subject: Neighborhood Code: Send It Back to the Drawing Board

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

Councilors:

The bottom line on Neighborhood Code is that it should be returned to committee to be improved, refined, and corrected. Its intent is worthy: amending zoning law to facilitate much needed housing development — even on lots already developed for housing. Many communities have done this and California has had great success just with ADUs.

But there's a reason that every community that has upzoned to allow X units on any lot has stopped at four. No community has come close to 8 or 10 on any lot because it's an over-the-top bad idea which will do harm, not good. And no issue has engaged the community so broadly in dismay as the prospect that this will be approved in the nearly fifty years that I've lived here.

Only creative math can conclude that the lot coverage increases in our zoning laws under Neighborhood Code are anything other than 29% in RL, 50% in RM, and 71% in areas upzoned from RL to RM. That's math as commonly practiced. And since we don't do a very good job of protecting Lake Champlain from storm water as it is, lot coverage increases on this scale are grossly irresponsible.

The false narrative that Neighborhood Code would correct the errors of the past is the same sort of false narrative used in the debacle of the Pit, but worse still. There was nothing mistaken about Burlington's Zoning from the 70s onward through innumerable amendments. Our current zoning is generic zoning much like zoning everywhere and not exclusionary in intent or effect.

Neighborhood Code is in fact far more exclusionary because it protects big houses on big lots from high density. A very large lot in Ward 6 for instance, 17.6 acres, would violate Act 47 even with the 8 units allowed in RL, coming in at just over 2 units/acre.

For decades density has been measured in units/acre — creating the same standard on every property within each residential zone. Neighborhood Code discards this standard and replaces it with 8 or 10 units per lot — allowing enormous density on small lots. A one or two acre lot is called upon to accommodate the same 8 or 10 units on the same maximum footprints with the same three full story structures resulting in low density despite upzoning. In fact, any lot larger than 1.6 acres in RL would be in violation of Act 47 which mandates density standards of at least 5 units/acre. This is just one of many serious flaws including erroneous data and other oversights like affordability in Neighborhood Code that cry out for it to be returned to committee. It needs work. It needs to go back to the drawing board. It is not drafted to the standard we should expect before an ordinance becomes law. On a straightforward data driven basis it should be returned to committee — not to be delayed or forgotten, but to be fixed and to be effective rather than destructive and misbegotten.

Best,

Michael

Lori Olberg

From: Kason Hudman <kasonhudman@gmail.com>
Sent: Sunday, March 24, 2024 2:20 PM
To: Gene Bergman; City Council; Melo Grant
Cc: Lori Olberg
Subject: Support for Neighborhood Code Change

Some people who received this message don't often get email from kasonhudman@gmail.com. [Learn why this is important](#)

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

Hi Gene, Melo, and City Councilors,

My name is Kason, I am currently a renter living in Ward 2. I am emailing to voice my enthusiastic support for the Neighborhood Code Change with no amendments.

We are living through climate chaos, and at the same time, we need to build more housing to address the housing crisis. The only way we can possibly tackle both these problems is to build our cities for people rather than automobiles. Increasing density, and allowing more multi-unit/multi-use buildings helps us do this. I look forward to a world without suburban sprawl, isolation, and car dependency.

Thanks,
Kason

Lori Olberg

From: Evan Gould <evanjohngould@gmail.com>
Sent: Sunday, March 24, 2024 6:23 PM
To: City Council; Lori Olberg
Subject: Neighborhood Code Support Petition
Attachments: Support for the Neighborhood Code (Responses) - Form Responses 1-1.pdf; Scan_20240324.pdf

Some people who received this message don't often get email from evanjohngould@gmail.com. [Learn why this is important](#)

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

Hey Councilors and Lori,

Wanted to send this petition to you, and add it to the communication, some of it is handwritten from a day canvassing ward 1, but the majority are digital.

Thanks,
Evan

Timestamp	Your full name	Your full address	Your ward
3/18/2024 14:06:00	Colin Larsen	111 Claire Point Rd	7
3/18/2024 14:08:02	Lauren Schweppe	111 Claire Point Rd Burlington, VT 05408	7
3/18/2024 15:02:27	Gordon Dragoon	73 Oakland Terrace	4
3/18/2024 20:30:47	Matthew Premysler	70 University terrace, room #159	8
3/19/2024 13:35:06	Jacqueline Mattaliano	79 South Willard Street Apt 2 Burlington VT 0540	8
3/19/2024 13:37:08	Marshall Estlund	388 Shelburne RD #205	
3/19/2024 18:56:01	Ashton MacKenzie	83 Borestone Lane Burlington VT	7
3/19/2024 23:09:04	Michael Arnold	20 W Canal St, Winooski, VT	
3/20/2024 9:01:41	Jak Tiano	367 Saint Paul Street, BTV	5
3/20/2024 10:04:04	Charlie Lefrak	164 Van Patten Pkwy	Ward 7
3/20/2024 10:08:37	Peter Wyman	157 S Champlain St Apt 302	Ward 3
3/20/2024 10:14:44	Taylor Thornton	74 Lakeview Terrace Burlington, VT 05401	Ward 2
3/20/2024 10:48:48	Jason Van Driesche	129 Caroline St., Burlington, VT 05401	5
3/20/2024 12:44:24	Marley Sequoia Young	22 Blodgett St Unit B Burlington, VT 05401	2
3/20/2024 12:48:51	Daisy may	367 Saint Paul St, #7	5
3/20/2024 12:51:12	Ashley Dembinski	73 Oakland Ter	Ward 4
3/20/2024 17:32:38	Philip Kiefer	71 Drew St	2
3/20/2024 17:48:59	Elizabeth Leon	16 Charles St, Burlington, VT 05401	2
3/20/2024 18:31:07	Lauren Ebersol	204 North Ave, Apt 1	2
3/20/2024 18:41:15	Olivia Milens	129 Claire Pointe Road, Burlington	7
3/20/2024 18:56:16	Kathleen Kruesi	77 Oakcrest Dr Burlington VT 05408	4
3/20/2024 19:23:35	Nicholas Riker	16 Charles St. Burlington, VT 05401	2
3/20/2024 19:34:33	Henry Wyman	299 Manhattan Dr, Burlington, VT 05401	2
3/20/2024 21:14:52	Evan Gould	71 E Redrock Dr Unit 107	5
3/20/2024 21:18:21	Liam Griffin	22 Billings Ct	7
3/20/2024 21:32:42	Dan Castrigano	125 Tracy Drive	4
3/20/2024 21:41:49	Laura Castrigano	125 Tracy drive	4
3/20/2024 21:52:32	Jason Stuffle	316 Colchester Ave	1
3/20/2024 22:20:19	Laura Cornell	200 Howard St., Burlington, VT, 05401	6
3/21/2024 8:32:24	Ry Sherman	30 university heights, Burlington VT 05045	8

Timestamp	Your full name	Your full address	Your ward	
3/21/2024 9:59:14	Midori Batten	12 North St		
3/21/2024 10:19:39	Finnian Nothnagle	30 University Heights, Burlington, VT, 05405		8
3/21/2024 10:19:43	Alexis Hano	170 Carrigan Drive		1
3/21/2024 10:19:50	Abby Arbogast	1535, Hyatt Avenue		1
3/21/2024 10:19:51	Madelin Jones	250 Colchester Ave Burlington, VT		1
3/21/2024 10:20:33	Isabelle Walker	31 Spear Street Burlington, VT 05405	ward 1	
3/21/2024 10:20:52	Ivy Buonanduci	486 S. Prospect St, Davis 401, Burlington VT		8
3/21/2024 10:21:03	Maria Muller	250 Colchester ave 05405		1
3/21/2024 10:21:16	Megan Spring	UHN-1 122B 30 University Heights		8
3/21/2024 13:17:55	Tim Stevens	483 South Union St, Burlington VT 05401		6
3/21/2024 15:34:31	Connor Wertz	5 Oak St.	Ward 2	
3/21/2024 16:13:52	Chris Gish	63 Bradley St Burlington VT 05401		8
3/22/2024 7:20:53	Jace Jamason	61 Morgan st burlington vt 05408		7
3/22/2024 10:33:56	Burton DeWilde	458 S Union St, Burlington VT 05401		6
3/22/2024 11:47:44	Will Anderson	236 South Union		6
3/22/2024 11:51:14	Patricia (Patsy) Jamieson	10 Oakbeach Drive, Burlington, VT 05401	Ward 5	
3/22/2024 16:37:57	Sam Beall	396 Flynn Avenue	Ward 5	
3/22/2024 16:39:17	Christine Beall	396 Flynn Avenue		5
3/22/2024 17:00:12	Arthur Chukhman	176 N. Winooski Ave, Unit 3, Burlington VT, 0540		2
3/22/2024 17:15:24	Nancy Stetson	88 Locust St		5
3/22/2024 17:40:48	Tyler Littwin	37 Southcrest Drive		5
3/22/2024 17:50:55	Nathan Ito-Prine	26 Thibault Parkway, Burlington, VT 05401		1
3/22/2024 19:06:16	Felipe Massa	200 Howard Street, Burlington VT		6
3/22/2024 21:00:44	David Felcan	164 Lyman Ave.		5
3/22/2024 22:03:48	Dale Azaria	792 South Prospect Street, Burlington		6
3/23/2024 7:34:06	Gary Smith	30 Hilltop View		
3/23/2024 8:03:41	Carol Livingston	20 Calarco Ct	One	
3/23/2024 8:50:48	Sybil Schlesinger	2318 Moretown Common Road, Moretown 05660		
3/23/2024 9:38:21	Brett Yates	11 Hoover St., Burlington, VT 05401	Ward 6	
3/23/2024 10:43:20	Nick Persampieri	18 Clarke St., Apt. 1		3

Timestamp	Your full name	Your full address	Your ward
3/23/2024 12:20:49	Samuel Wentzell	90 university heights, 219B-2, 05405	8
3/23/2024 12:32:31	Matt Healey	122 Cross Pkwy, Burlington, VT 05408	4
3/23/2024 13:55:35	Josephine Bunnell	82 N Winooski Ave Burlington VT 05401	Ward 3
3/23/2024 15:02:52	Benjamin Dexter Cooley	1 Acorn Circle, Essex Junction VT	n/a but I spend a lot of time
3/23/2024 15:03:08	Ryon Frink	125 Cayuga Ct	7
3/23/2024 15:59:41	Eliza orne	483 south union st	6
3/23/2024 16:30:41	Amelia Szosz	30 Spruce Street	
3/23/2024 16:50:27	Jonathon Weber	80 Cross Parkway, Burlington VT 05408	4
3/23/2024 18:22:19	Natalie R Dedon	4 Sunset Cliff Rd, Burlington VT, 05408	
3/23/2024 18:34:39	Samantha Buckley	482 S Union St. Burlington, VT 05401	Ward 4
3/23/2024 19:05:38	Sam Blackman	90 University Heights	6
3/23/2024 19:16:24	Miles Bretherton	439 College St 211 Burlington, VT 05405	8
3/23/2024 19:22:04	caroline pierce	90 university heights burlington, vt 05401	8
3/23/2024 21:33:40	Abby Leathers	8 S Union St	8
3/23/2024 21:35:57	Bill Morris	8 Scarff Ave Burlington VT 05401	Ward 5
3/23/2024 22:20:58	Julia Randall	3 Spruce St Apt 4 Burlington, VT	6
3/24/2024 5:07:11	Nils Skaane	52 Isham St, Burlington VT	3
3/24/2024 7:17:48	Alexander Melville	472 Ethan Allen Parkway	7
3/24/2024 9:00:46	Martin Gillies	58 Locust Street	5
3/24/2024 11:01:25	Neal Hepworth	81 South Williams St, Burlington, VT, 05401	8
3/24/2024 11:26:39	Lance Whitesel	141 Mansfield Ave, Burlington, VT 05401	
3/24/2024 12:01:57	Carlos Esquivel	82 N Winooski Ave	Ward 1
3/24/2024 13:20:50	Maria Elizabeth Gould	71 East Redrock Dr. 107 Burlington Vermont 05401	3
3/24/2024 13:27:10	Cynthia Louise Gould	204 Home Avenue Burlington Vermont	Ward 5
3/24/2024 13:29:03	Brynn Martin	11 Hayward street #2 Burlington, VT 05401	5
3/24/2024 13:35:30	Mark Leopold	23 Beachcrest Drive	4
3/24/2024 14:24:09	Louise Brill	33 North Ave #8, Burlington VT 05401	3
3/24/2024 14:24:29	Stephen Chisa	71 S Williams St #5 Burlington Vt 05401	8
3/24/2024 14:47:30	Kason Hudman	177 Intervale Ave Apt 1 Burlington, VT 05401	Ward 2
3/24/2024 16:09:54	Jack Hanson	297 College St.	8

Timestamp	Your full name	Your full address	Your ward
3/24/2024 16:23:54	Clayton Noyes	20 Dewey Dr	4
3/24/2024 16:42:48	Christian Moscardi	125 Redrock drive	5
3/24/2024 17:16:33	Megan Buntain	453 S Willard St, Burlington, VT, 05402	6
3/24/2024 17:59:47	Brendan Hogan	56 Ledgemere St, Burlington	5
3/24/2024 18:10:10	David Jacobs	202 E Redrock Dr Burlington VT 05401	5

I support the neighborhood code as originally proposed

Name	Address	Email	Mailing List
Betsy Scrimgeour	114 N Willard St #1	bscrimg@uvm.edu	☐
Claire Calise	17 Henry St.	claire.c.calise@gmail.com	☐
Amanda Guadalupe	23 Henry St Apt 1 a.r		☐
Julie Moyer	36 Henry St		☐
Trevor Blanchard	36 Henry St	Trevor.blanchard@uvm.edu	☐
Justin Rhoades	36 Henry St		☐
Nicole Lemieux	40 Henry St	Nicole.lemieux@uvm.edu	☐
Robert Dawney	101 Henry St		☐
Jean Bernardini	119 N. Prospect St		☐
Brendan Smith	240 Loomis St	b-smith_dx@hotmail.com	☐
			☐
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			☐
			☐
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Name	Address	Email	Mailing List
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Mailing List

☐

Lori Olberg

From: Ry Sherman <ryssherman@gmail.com>
Sent: Thursday, March 21, 2024 4:17 PM
To: City Council; Lori Olberg
Subject: Please Pass the Neighborhood Code on Monday!

Some people who received this message don't often get email from ryssherman@gmail.com. [Learn why this is important](#)

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

Dear City Council,

My name is Ry Sherman and I am a Burlington Ward 8 resident and a student at UVM.

I am reaching out to ask you to please pass the Neighborhood Code on Monday without weakening it. As a resident of Burlington, I understand the need to update our zoning codes to make them equitable, just, and climate friendly. Burlington's current zoning practices hurt students, residents, houseless populations, and the climate. We need higher density, multi family homes, and proximity to jobs and businesses.

Please pass this code on Monday!

Sincerely,
Ry

Lori Olberg

From: Jak Tiano <jaktiano@me.com>
Sent: Saturday, March 23, 2024 3:15 PM
To: City Council; Lori Olberg
Subject: Assessment of and Support for the Neighborhood Code
Attachments: neighborhood_code_context_and_objections.pdf.pdf

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

Lori, please add to the consent agenda as a public communication for the city council meeting this Monday, March 25th. Thanks.

=====

Hello City Council,

I've prepared a detailed assessment of the Neighborhood Code proposal based on what has been, at this point, hundreds of hours of my own research and engagement. I place the code in the context of our historical housing policy, our current housing unit deficit, and compare the code as proposed against what a full solution to our housing crisis would look like in the best case scenario. I address the equity implications of different ways to address the housing crisis, and offer my researched recommendations for Monday's vote for the council to consider. I hope you'll use some of this snowy weekend to read through it.

A PDF of this assessment is attached to this email, but I've also published it on my website for easier reading and sharing (and feel free to share widely): <https://jaktiano.com/writing/neighborhood-code-1.html>

In this assessment, I also devoted significant time to examining and correcting the most common objections to the code. I spent this time because the vast majority of objections being raised by a small cross-section of the public are straight misinformation. I won't assume the intentions behind the actions of my neighbors, but I will call out that there is a large volume of factually incorrect statements and very thinly stretched truths coming from a small number of folks, which has resulted in a lot of fear and misunderstanding for others, to the point where many people are unknowingly fighting against their own (and the city's) best interest. Whether this was intentional or not, it has created an environment where your job has been made harder, because the facts have been obfuscated and there is now pressure on you to make poor decisions. I hope you'll skim through the "Correcting the Objections" (<https://jaktiano.com/writing/neighborhood-code-1.html#objections>) section of my assessment so that you can make more informed voting choices, and explain your choices to constituents when you make an informed decision.

If you don't have time to read through the whole document for context, you can skip to my full recommendations for the vote on Monday (<https://jaktiano.com/writing/neighborhood-code-1.html#recommendations>), or read this summarized version here:

- The best case scenario would be to pass the code as written, adopting only Amendment 6

- Do not pass the Dougherty Amendment—honestly, don't even introduce this amendment—as it is a fundamental betrayal of our city's values by carving out special rules for those with money and influence, and will be a stain on the voting record of anyone who supports it
- If amendments must pass to rally votes, I really hope that the Hybrid Amendment is considered: I helped craft this compromise with several other people who worked with Ben to warn it, and I believe that it achieves nearly all of the goals of the other amendments on the table without sacrificing equity or significantly reducing the amount of new housing the code will enable
- Regardless of how many of the proposed amendments are adopted, including Amendment 4 that I am viscerally opposed to, **under no circumstances would it be acceptable to send this back to committee.** This is well researched, carefully considered policy, and it must pass on Monday. We cannot afford to let a misinformation campaign delay and muddy such an important yet incremental step on one of our most urgent issues as a city. We need action, we need it now, and if you read my assessment, you'll see we need still a considerable amount of continued work on Neighborhood Evolution and Corridor Development zoning in the future

I understand that this full assessment will probably take 20-30 minutes to read through, but as I said, it is the culmination of hundreds of hours of my own volunteer time on this issue from the perspective of someone who is trying to get to the bottom of what created our housing troubles and what will fix them. My only bias is towards enabling a city that can equitably house and sustain all of the people who want to live here. There is a section outline at the top of the document that can help you skim it if you must. I hope that you can all find something valuable in this resource.

Thanks

-Jak Tiano, Ward 5

Neighborhood Code: A Summary for Decision Making

On Monday, March 25th, the City Council will hear and most likely vote on an amendment to the Comprehensive Development Ordinance known as the "Neighborhood Code". This code serves as an effort to both restore equity to our zoning code after multiple exclusionary downzonings over the past 50 years, and to take a significant step towards mitigating the housing crisis. It is perhaps the single most important piece of legislation this council will have considered.

Outline

- [Quantifying the Housing Crisis](#)
- [Identifying the Way Out](#)
- [What a Real Solution Looks Like](#)
- [Neighborhood Code](#)
 - [Equity Implications](#)
 - [My Recommendations](#)
 - [Amendment Critique](#)
- [Correcting the Objections](#)
 - ["The changes are extreme!"](#)
 - ["This will allow 100 units per acre!"](#)
 - ["This will allow 8-10 units on every lot!"](#)
 - ["This will allow 30-40 people to move in next door!"](#)
 - ["Lot coverage will increase by over 70%!"](#)
 - ["This is a developer handout!"](#)
 - ["Any new housing won't be affordable!"](#)
 - ["This will be bad for parking!"](#)
 - ["This will cause stormwater problems!"](#)
 - ["This will push families out of Burlington!"](#)
 - ["This violates Vermont State Law 24 V.S.A § 4441!"](#)

Quantifying the Housing Crisis

Burlington is experiencing a [housing crisis](#). To be more specific, we have a critically limited availability of housing, and as a result the cost to secure housing has gone up dramatically. To be even more specific, let's quantify our shortage:

- Burlington has built ~70 new units of housing per year since 1981, when it should have been building 250-350 new units per year to keep up with the housing demand of a growing Chittenden County.
- Burlington's current 10-year average is ~120 new housing units built per year, and may temporarily be able to peak at a rate of 300 units per year if CityPlace, Cambrian Rise, and the South End Innovation District are all built out on schedule and at their maximum capacity.
- In order to make up the existing shortfall, meet the demand of projected future growth, and achieve a healthy 5% vacancy rate that stabilizes our housing system within a decade, Burlington needs to be building somewhere between 350-933 new units per year starting immediately and continuing most likely indefinitely.

This means that we have two major issues in our housing supply policy today:

1. We have no feasible way to hit development targets of 350-933 units at all, meaning we will not see improvement on our vacancy rate or price stabilization; our best case scenario is that we can scrape against 300 at some point in the next decade.
2. We have no feasible way to sustain housing development over time; all of our active housing projects are massive, expensive, one-shot development projects, and when they are done our development pace will most likely drop back to its historic pace of ~70 units per year.

Identifying the Way Out

In order to get out of this housing crisis, we have to understand that it is the consequence of systemic level issues, and change the shape of the system. In short, the 1973 and 1994 zoning ordinances legally froze the city's residential areas in time, which made much of the city's housing retroactively illegal and as a consequence dramatically restricted any future development there. Looking at the population growth of the region makes this extremely apparent; you can see how population growth has been rapid at the county level, yet has flatlined in Burlington proper. There is demand to live here, but no housing. This pushes people whose lives are centered in Burlington to live outside the city, draining us of taxpayers while still increasing the services we provide, and inflating our impact on Vermont's transportation emissions—the state's largest contributor to ongoing climate change.

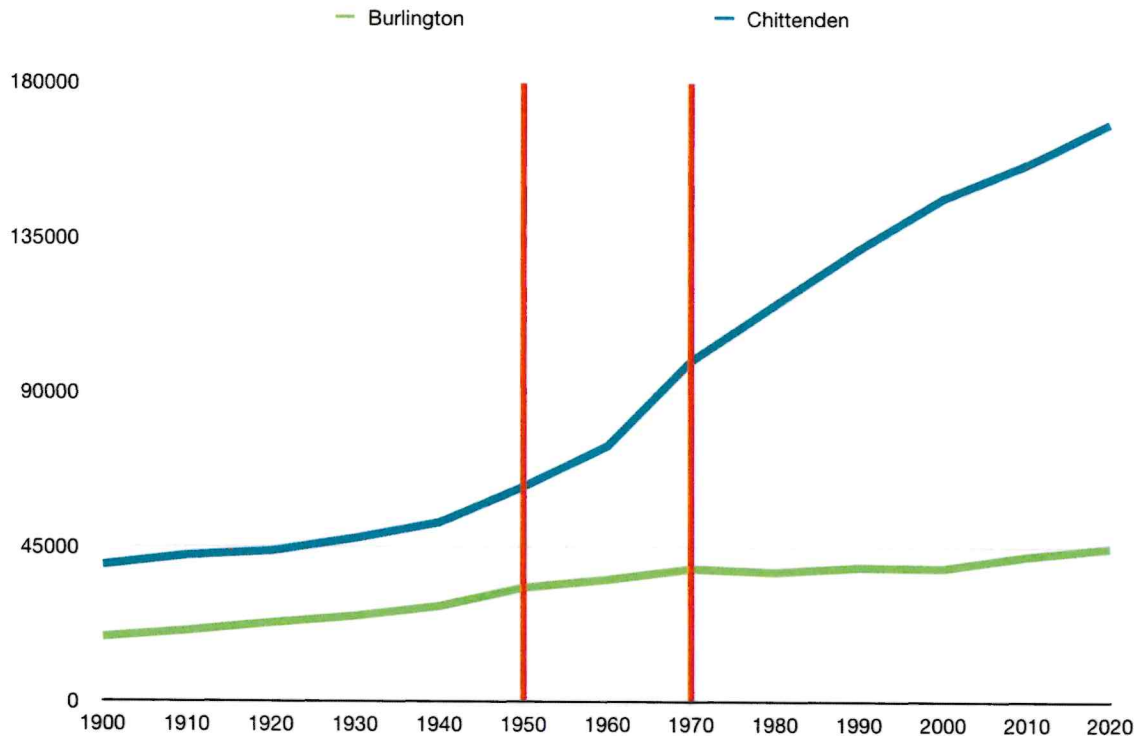


Figure 1: Burlington and Chittenden County population plotted over time. The first red line shows the initial adoption of a zoning ordinance in BTV, and the second red line shows both the adoption of downzoning in BTV and the VT adoption of Act 250.

The takeaway here is this: we have been underbuilding in our residential neighborhoods for over 50 years, because we made it illegal to let them continue evolving. The downtown was not able to shoulder all of the demand (or even any of the demand, really), and the only projects that have started to make a dent in providing more housing have been very large, contentious “spot-zoning” projects like CityPlace, Cambrian Rise, and the South End Innovation District. These are good projects that make great use of specific underutilized parcels, but they take years of work to get off the ground and ultimately serve to concentrate wealth for the building owner(s).

And so we’re left with a set of facts:

- Burlington needs to pass a zoning ordinance that can sustain a maximum of ~1,000 units of new housing development per year if it wants to tackle the housing crisis.
- Incremental evolution of Burlington’s residential neighborhoods—which would provide the biggest opportunity for ownership and neighborhood-scale small business development—is currently illegal, meaning the majority of our residential land cannot dynamically absorb new (and existing!) residents.

- Large-scale development projects take a long time to plan and approve, almost exclusively provide rental units, and concentrate wealth into a small number of hands.
- There is very little room for “mid-size” projects (say, 10-30 units) in our zoning code, as they have to compete with larger projects downtown.

What a Real Solution Looks Like

Realistically, we need to enthusiastically support all three types of development to achieve a robust housing system; **Neighborhood Evolution**; mid-size **Corridor Development**; and large-scale **Downtown Projects**.

Neighborhood Evolution

Enabling “Neighborhood Evolution” would require every residential neighborhood in the city to incrementally “step up” to the next level of development.

- For detached single-family districts (roughly RL in BTV), this would mean blanket legalization of up to 4-plexes, and the introduction of neighborhood-scale commercial use: think corner stores, hair salons, and perhaps a bakery.
- For existing multi-family districts (roughly RM in BTV), this would mean the introduction of small apartment buildings (6-12 units), and additional mixed uses like small restaurants, shops, dental offices, and child care.
- For districts that have many buildings with more than 4 units already (roughly RH in BTV), this would mean a step up into a more proper urban form, including elimination of front and side setbacks and fully permissive commercial use, as exemplified by College Street on the blocks where it intersects with Church.

Corridor Development

Mid-sized corridor development should be pretty self explanatory. Along our major transit corridors, we should be legalizing fully mixed-use mid-size development. Think 4-story 12-unit condos and 5-over-1 apartment blocks with ground floor retail and office space, along with high quality transit stops and protected bike infrastructure. These corridors—North Ave, Colchester Ave, and Pine St—would connect the major live/work and “Downtown” centers within Burlington as well as its neighbors of South Burlington and Winooski.

Downtown Projects

Finally, we have large-scale projects, which—while always possible Downtown—have largely been streamlined in recent years by the Form Based Code (FBC). There are also the

large projects outside of the Downtown like Cambrian Rise and SEID which, to be honest, should be generally subject to the public and planning scrutiny they currently face. At the present, there's a handful of sites downtown that would be great candidates for high density infill, and we're already seeing some of those projects come to fruition since the adoption of our FBC: City West and The Nest have both completed in the past few years, adding about 50 units each to underutilized downtown lots. In short, our Downtown is already in a good position to grow incrementally, and has already been doing so for a little while.

It's worth being explicit here: right now it is legal to build 50 unit apartment buildings downtown and it is illegal to build more than a duplex in residential neighborhoods, and yet those big projects are not fast or abundant enough to reach our housing goals. **Advocating to limit the evolution of our neighborhoods in favor of development downtown has been the policy in Burlington since 1973. It has not worked.** We need to enable our neighborhoods to evolve, and for our corridors to develop.

Neighborhood Code

To bring this back around to Neighborhood Code: in terms of the solutions we just outlined, Neighborhood Code only takes the very first step.

- It takes our RL district and steps it up to multi-family housing by default, legalizing quadplexes. It does not add neighborhood scale commercial uses, which is a missed opportunity.
- It really only adds six-plexes as a new use to RM, which even today already has some buildings with more units. It also does not add additional commercial uses. This zone does not meaningfully evolve.
- It makes no major shift in our RH zones towards integrating with downtown form, nor does it enable the more permissive commercial uses it needs. This zone does not meaningfully evolve.
- It adds the designation of a "Residential Corridor", which is a huge step in the right direction, but is not quite as dense as it needs to be, does not permeate far enough from the core streets, nor is it as permissive for commercial uses as it needs to be (though it does allow some).

As I said, this is a small step in the right direction. To make another analogy: we've taken 10 steps back on our zoning code over the past 50 years, and now we're taking 11 steps forward all at once. Taking 11 steps may feel like too much to some, but in terms of progress, we are now only 1 step ahead from where we were in 1972, with many more left to go.

Equity Implications

At the [end of this article](#) I will tackle specific opposition arguments, but I want to quickly frame the equity implications of some of the big picture suggestions being floated about the code. There is a general aversion to increased density in neighborhoods, and a desire to see it reduced and pushed to downtown areas instead. This would essentially create even more of a two-tiered housing system than we already have, with low-density suburban neighborhoods and very high-density urban ones. This poses two major problems:

1. Large buildings necessarily consolidate wealth among fewer owners further increasing the monopoly, power, and leverage of landlords in Burlington.
2. These downtown-style buildings (like CityPlace) are almost guaranteed to be rentals due to the way those projects are funded, which would further increase the gap between renters and homeowners in Burlington.

I outlined our housing needs at the top of this document. If we don't meet those needs, our problems don't get better. And so watering down the amount of progress on Neighborhood Evolution in the Neighborhood Code today only accomplishes one of three things:

1. It means we are just kicking the can down the road and will have to add back that density later (and as soon as possible).
2. It means we are closing the door to more density and neighborhoods, putting all growth pressure on corridors and downtown, leading to the equity issues just mentioned.
3. It means we decide we don't want to solve the housing crisis, and that we would prefer to watch city services crumble and see neighbors fall into homelessness and drug use than see our neighborhoods change even incrementally.

It is my opinion that option 1 is the only valid option, and suggests that weakening this now is just a waste of time.

If we care about increasing opportunities for home ownership in Burlington, **it is going to come from the types of neighborhood infill buildings proposed in the Neighborhood Code.**

If we acknowledge that we will realistically always have some landlords and care about decreasing the leverage of landlord monopolies, **it is going to happen by allowing an influx of diverse owner-occupant landlords of the types of neighborhood infill buildings proposed in the Neighborhood Code.**

We will certainly not see 100% ownership opportunities from the development that comes out of the code, but we will see a healthy mix of ownership opportunities and small-scale landlords that make a huge impact on the diversity of our housing stock. When enabled at a large scale throughout the whole city, this can have a transformational impact to our housing

market, especially when it comes to diversifying property wealth among residents.

My Recommendations

The base code as approved by the joint committee is a well researched, equitable proposal. All of the amendments proposed, in my eyes, are reactionary and misinformed. **For these reasons I support passing the base code with only the addition of amendment 6.**

However, if any of the more substantial amendments are required to get it to pass, even the ones I am deeply opposed to, **any possible version with the posted amendments is preferable to this going back to committee.** As I will shortly explain, nearly the entire opposition is based on mischaracterized interpretations of the code and straight misinformation, and so I believe that the effort to sink this back to committee is intended only to significantly delay, weaken, or kill this code. **Pass this on Monday, and let future legislation add to it.**

If this thoughtful, forward thinking, urgently necessary, and reasonable step in the right direction is allowed to be derailed by an opposition that is rooted almost entirely in misinformation, we will have failed an important test of our city's functioning, and may have lost a critical opportunity to shift the tide on the housing crisis. If this goes back to committee, there is no guarantee when—or if—it returns to the council.

Amendment Critique

For completeness sake, I want to comment on each amendment.

Amendment 1 (RM 60% -> 55% lot coverage)

This feels like a negligible difference that only serves to reward folks who complain, regardless of the substance of the complaint. I don't think that this is a good practice, as it rewards residents who indiscriminately throw wrenches in the process. What problem does the 5% reduction solve? Why?

Amendment 2 (RM 6 -> 4 primary unit maximum)

This also feels like an arbitrary change that further brings RM closer to RL, and eliminates one of the biggest changes in allowed building types. I feel that this is not a data driven decision, but like amendment 1 would reward voices that say "6 sounds like a lot, I don't like that".

Amendment 3 (Wildlife Corridor Exemption)

This exemption seems to conflate “tall buildings” with impediments to wildlife movement, while at the same time doing nothing about fence coverage (to say nothing of Colchester Ave itself). A 20 story building and a 1 story building with the same footprint will have the same impact on wildlife movement. I believe that this is the wrong policy tool to solve the stated problem.

Amendment 4 (Downzone ONE East from RM -> RL)

This amendment is the most egregious. The entire purpose of this zoning reform is to undo the history of exclusionary zoning in Burlington, and yet this amendment doubles down on that historical mistake. The 1994 downzoning moved this neighborhood that was previously RM to RL which restricted development in the neighborhood that is directly adjacent to the biggest job cluster in the state, and is thus the epicenter of the housing crisis in Burlington and Vermont. In a data driven assessment of which neighborhoods already exhibit properties of certain zoning districts, this single neighborhood being carved out from (still below) their equitable share of density due to the loud voices of prominent, wealthy residents manages to almost completely undo the moral foundation of this entire project.

I am violently opposed to this amendment, and it will be a permanent stain on the voting record of anyone who supports it. This is not a small compromise, but a fundamental misjudgement of the impact of zoning, and the values of our city.

Amendment 5 (RM as the floor)

I think this amendment is justified on the grounds of equity, and that it aligns with my earlier diagnoses of need for neighborhood evolution, and I wouldn't be upset if this passed. However, I do think it goes beyond the bounds of what this project set out to do, and that residential zone unification would be best done as its own project in the future.

Amendment 6 (Code Violation Penalty)

Great addition. I fully support it.

Hybrid of Amendments 1, 2, and 5

I helped draft this amendment with an eye towards practical political compromise. Assuming that “RM (as is) everywhere” would not have broad support, this amendment unifies RL and RM into a single “Residential” zone, which mostly resembles RL, splitting the difference on primary building unit count, and choosing 50% lot coverage as the compromise number (between 45% RL and 60% RM). This amendment outperforms amendment 1 in reducing lot

coverage, splits the difference on amendment 2, achieves the equity goal of amendment 5, and most notably, still achieves almost all of the goals of amendment 4, without shedding the moral value of the code. **I still prefer to pass the base code without this amendment, but if amendments must be made for this to pass, I believe that this hybrid amendment is a win-win that gives everybody almost everything they want.**

Correcting the Objections

Given how small of an increment this code is in the context of our need, it may be surprising to see the amount of backlash it is receiving. Speaking broadly, the majority of the opposition is based on misinformation that, while I'm not sure if it is intentional or not, is nevertheless being broadcast relentlessly across many different community outlets. This section will directly address and refute the most common arguments being thrown at the Neighborhood Code.

People are entitled to a voice, even if they choose use it indiscriminantly, but when making important decisions we should be sure to verify and contextualize claims. I won't impugn the motives of those voicing objections, but I will explain why they are factually wrong. You can come to whatever conclusion you like about why some people are incessantly repeating misinformation, and using that misinformation to scare their neighbors and rally opposition against this code.

"The changes are extreme!"

The fundamental misunderstanding about the Neighborhood Code is that its primary critics are comparing the new ordinance language to the old ordinance language. The standards in the old ordinance were introduced after nearly the entire city was built out, and defined a set of rules that were more restrictive than the existing built out city, making many lots "nonconforming". So when compared to the "under-zoned" ordinance on the books today, the new Neighborhood Code looks like a larger change. But when compared to the built environment as it stands in the city today, it is a much more incremental change as outlined above.

To simplify: we have taken 10 steps backwards on zoning over the past 50 years, and we're choosing today to take 11 steps forward. Yes, 11 steps is a lot to take all at once, but we cannot afford to spend 50 more years undoing the 50 years of damage that has been done. Neighborhood Code rights those wrongs, and then takes 1 step forward. We have many more steps to take. We need to take an objective look at where things stand and where they need to be, and then make our decisions from there. That is what Neighborhood Code does.

“This will allow 100 units per acre!”

This argument, I believe, is supposed to have an implied “(which is bad)” tacked onto the end. I believe that this comes from the fact that many people have no visual image in their head of what “units per acre density” looks like, and that 100 sounds like “too much”. But too much compared to what? It sounds like a big number compared to a number like “7”, but not compared to a number like “1000”. As always, let’s look at data and a concrete example:



This building is 110 units per acre on St Paul Street, in an RM district today. It blends in easily within its surroundings, and is not even the tallest building on this corner. At 13 units and over 2,000sqft footprint, this would also be beyond what would be allowed in even the most intense build-outs under the Neighborhood Code in RL and RM. In fact, this building exemplifies the point of why the planning department chose to regulate building size and not unit density: by allowing two smaller structures, you would get more variety, light, and green space for the same number units.

I live in this neighborhood, and it is a nice neighborhood to live in. I don’t think this building is “extreme density”, but I also don’t think one person’s opinion of how many neighbors is

too many is a valid way to dictate housing policy, so don't listen to me. Look at the data.

“This will allow 8-10 units on every lot!”

This is where the inherent spatial complexity of zoning—and the fact that most of the vocal opponents did not attend any of the joint committee meetings—becomes an issue. Essentially, the complexity comes from the fact that zoning standards, when designed poorly, can have rules that contradict or over-enforce an outcome. In the existing ordinance, the size of buildings is governed *implicitly*, by specifying the minimum size of a lot, and the maximum percentage of the lot the building can cover. So, if the minimum lot size is 6,000 sqft and you can cover 35% of it (RL today), you have 2,100 sqft of buildable surface, including the driveway. However, for an 8,000 sqft lot, 35% is 2,800 sqft of buildable surface. Both of these numbers are quite large for the allowed single family home, especially if it has two floors. And so in effect, you often end up in a situation where the lot coverage is not met because it permits a single building that would be too large; the *explicit* lot size/lot coverage standards conflict with the implicit size of the type of building allowed to be built there.

The Neighborhood Code takes a different approach: it does not regulate lot size, it only directly regulates lot coverage and building footprint. This is where we finally get to the crux of the “8-10 units on every lot” issue. Just like the old standards created an implicit building footprint based on the lot size/coverage, the new standards create an implicit lot size requirement based on building footprint and lot coverage. If the maximum building footprints in RL are 1,800 sqft and 1,100 sqft for a total of 2,900 sqft, and you are limited to 45% lot coverage, you'd need a 6,500 sqft lot—most likely over 7,000 sqft once you account for the driveway. You could build smaller buildings, but then the restrictions of unit layout on building size would start to reduce the number of units you could fit. Many of these projects will need to play out in a “renovate the main structure and/or build a second back-lot building” fashion, and so finances and existing site layout will further restrict how many lots are able to take advantage of the upper end of what's allowed. The way that the neighborhood code was designed—by defining the building footprint and height limit—means that any buildings that do get constructed will have to maintain the general form of “detached homes”, and so there should not be genuine pushback against the character of these buildings. It also lets property owners more fully use the lot coverage they are allowed, and that number scales more dynamically to smaller lot sizes which are common in Burlington.

And so, especially for many of the smaller lots in the city, it will be very difficult to actually get the maximum build-out to work dimensionally. Good luck getting a single quadplex built under this code on a 3,500 sqft lot in the ONE, let alone two. Lot size still has a direct impact

on how many units will be possible to build.

"This will allow 30-40 people to move in next door!"

I believe this claim has been reached by saying "8 or 10 units, each one a 4BR, equals 32-40 people", which I believe betrays the fact that some people are trying to intentionally spread any kind of misinformation they can to sway public opinion and sink this.

In RM, where there is a 10 unit cap, the primary building can have a footprint of 1,800 square feet at 3 stories, for a total of 5,400 livable square feet across 6 units. This would be 900 square feet for each unit (subtracting some for staircase access to units on the second and third floors), which is 6 2BRs at the maximum. The secondary building can have a 900sqft footprint at 3 stories, for a total of 2,700 livable square feet across 4 units, which is 675 square feet for each unit (including staircase access), leaving room for 4 1BR at the maximum.

And so, if someone decided to completely raze an existing lot and build to the absolute maximum allowed by the new code in RM, you'd end up with 6 2BR units and 4 1BR units, which would realistically be a mix of solo and couple occupants, for a total occupancy around 15-16 people total, most likely coming and going from several different entrances around each building. Maybe one or two couples in 2BR units would have a baby or young child that could bump that total to 18. Two of the units would have to meet IZ requirements. This is the "worst case" scenario—if "more neighbors" is your criteria for a decrease in project quality, that is. I happen to think this would be a fantastic addition to any neighborhood.

"Lot coverage will increase by over 70%!"

Again, these numbers are reached by comparing to the previous code, and not the realities on the ground. I believe this number comes from neighborhoods that are going from RL 35% coverage to RM 60% coverage for an increase of 25%, or a "71% increase from 35%". The key truth being stretched here is that the primary reason a neighborhood was a candidate for being changed from RL to RM is because its real lot coverage was already quite high, often 50% or more. So in reality, the allowed increase is closer to a 50% -> 60% change, or a "20% increase".

However, this also doesn't take into consideration the fact that due to the building footprint limits, both RL and RM have lot size thresholds where functional lot size begins to decrease. Any RL lot larger than 6,500 sqft will see its maximum lot size of 45% shrink due to footprint restrictions, and likewise for RM lots over 4,500 sqft. For example, an RL lot that is 8,000 sqft will be functionally limited to 36% lot coverage by building footprint, and an RM lot that is

6,000 sqft would be functionally limited to 45% lot coverage. More concretely, 43% of lots in the ONE East neighborhood are larger than 6,500 square feet, meaning 43% of lots will have an effective lot coverage limit of 40% *or less*.

This means that in the math that reached "70% increase", both the starting point for real lot coverage is higher, and the actual possibility of built out lots is lower, meaning you might conceivably see neighborhoods that go from a "real" lot coverage of 51% with a new maximum capacity of something like 58%, which is a 7% absolute increase in lot coverage, and a 14% *relative* increase in lot coverage. The only way to get to "scary" numbers like 70% is to cherry pick extreme abstract starting and end points that are not plausible, and to use relative percentages.

"This is a developer handout!"

One of the most common refrains is that making room for any new housing development at all will be a handout for developers. There are two incorrect assumptions that back this statement.

The first is that "developers are evil", which comes from a widely uncontested idea that the role of a developer is to take advantage of existing neighborhoods and extract their value for maximum personal profit. But, while there are developers who behave this way, a developer is fundamentally just someone who connects opportunities to needs for property development. Someone who sees the need for a mother-in-law suite for an aging parent in their backyard and takes out a loan to build it is a developer. A couple whose children have moved out and are looking to downsize, building a duplex in the backyard, splitting the lot, and selling the main house—they're developers too. The Champlain Housing Trust, who sees a need in the community for perpetually affordable homes, and who buys, renovates, or builds housing for low income people are also developers. The point is that all of these types of developers are people looking to improve their neighborhood and their city by seeing opportunities to improve property and meeting needs in their community.

The second incorrect assumption is that it is possible for us to meet our acute housing need without developers. To reiterate: if you are building housing, you're a developer. All of the neighborhoods that we live in and love were built by many different people acting in the role of "developer" over the years, and those neighborhoods' continued maintenance, evolution, and growth will require many more people to take on that role in the future. It is not wrong to acknowledge that it is possible for that role to act against collective best interest, but it *is* wrong to try to prevent that role from being filled at all. There are certainly doctors and other medical professionals that abuse their role for profit, but we don't try to make practicing medicine illegal or shut down hospitals; we put other systems in place to ensure ethical behavior of those who take that role.

And so, instead of trying to restrict opportunities for development, we should be trying to foster a new generation of small scale developers, who build small projects in their own neighborhood, where they have social connections and “skin in the game”. We need more small groups of folks working together to build projects they think are right for their neighborhood, or even just right for their street. And that diversity of input is what creates, maintains, and evolves a neighborhood’s “character” over time. The people make the neighborhood anyway, not the buildings.

“Any new housing won’t be affordable!”

The first thing to know is that anyone who is claiming that our Inclusionary Zoning ordinance won’t apply to these buildings is misinformed. To directly quote Burlington’s [Inclusionary Zoning Ordinance Sec. 9.1.5](#): “This ordinance provision shall apply to any development of five or more residential units in a single structure. Multiple developments or projects by the same applicant or responsible party within any consecutive twelve (12) month period that in the aggregate equal or exceed the above criteria shall be subject to these regulations.” In other words, if you convert a single family home into a triplex while also building a three unit secondary structure in the back yard, you will have created five new units and will be required to provide one unit that meets our affordability definitions. If you managed to build a full 10 new units, then two of them would be subject to inclusionary zoning.

Furthermore, RM, RH, and RC all allow for buildings that can contain more than 4 units in a single building, meaning there will be single structures that trigger IZ on their own. And it goes without saying that our public benefit developers will also be able to take advantage of these new codes; CHT is already in the design process of a new development on Saint Paul Street.

If the issue is with wanting inclusionary zoning to kick in at fewer units built, then that is an issue to be rectified with the Inclusionary Zoning ordinance, not the Neighborhood Code.

The other major issue with this argument is that it implies that increasing the supply of housing does not decrease the price of housing. It is fair (and important!) to question the reliance on only market forces to provide an essential good like housing, but it is fundamentally a bad faith argument to claim that supply and demand don’t impact pricing—they do. And again, Burlington *does not* solely rely on market forces to provide housing, with CHT, BHA, and our Inclusionary Zoning policies. The best way to get more affordable housing into our system is to build more housing in general, and the Neighborhood Code allows private developers to contribute IZ units in neighborhoods, and also allows public developers to build to the same new zoning standards. Remember: public developers are developers too.

“This will be bad for parking!”

This one will be a tough pill to swallow. Burlington desperately needs more housing, but the density that will result from more housing will break our “One Person, One Car” model of transportation. This is, largely a good thing: car-dependence is a huge drain on the average resident’s finances, is our state’s largest contributor to greenhouse gas emissions, and utilizes an unnecessarily large amount of our city’s limited land. We live in one of the most walkable cities in the region (the country?), have rapidly improving bike infrastructure ([help us advocate!](#)) and three season bike share, an affordable and locally operated car share, and an actually great bus system for such a small city (which could also use more [advocacy](#) to improve!). Many people could sell their car and save a lot of money **today** without a real reduction in their mobility, if they had a nudge to do so. If we are going to take on the housing crisis, building off street parking for every new unit will significantly impact the cost of said housing and also overwhelm our street network. We don’t have the room for more housing, more parking, and more lanes of traffic. But again, the good news is that we already have a robust set of functional alternative transportation options, and the best way to incentivize people to choose to use them is to build negative pressure on car ownership.

Another short-term option that has been tossed around with little traction so far is to revamp our on-street parking permitting system. In many cities, as land becomes more scarce and density gets higher, on-street parking becomes more strict. Burlington should consider placing more streets under permit-parking only restrictions, raise the price of those permits, put a cap on the number of permits per household, and provide income based subsidies to make sure there is equitable access to limited parking. All of this can (and should) be done separately from the Neighborhood Code. Finally, an extreme measure that would really force parking to be well considered would be to require “proof of parking” for each registered vehicle of residents moving into housing, for both buyers and renters. This would ensure that every car added to each neighborhood is accounted for.

Either way, we cannot maintain a parking system that manages demand by “providing so much free supply of parking that nobody has to worry about where to park”. It is an immense waste of valuable land, both public and private.

“This will cause stormwater problems!”

Stormwater concern has become one of the primary “smart” objections to the Neighborhood Code, since it increases the allowed lot coverage over the existing ordinance. However, if we recall from earlier, the dramatic increases being waved around (“lot coverage increased by over 70%!”) are compared to the old ordinance, not the lot coverage on the ground. In many neighborhoods, the new lot coverages are similar to the current averages, and some

neighborhoods may end up with lot coverage limits still below their average depending on what amendments pass. In essence, this means that the overall lot coverage changes will be marginal under the new code.

Second is the fact that water management concerns have a separate enforcement and permitting process from zoning regulations. To build in Burlington you must get a permit, and stormwater review is part of that process. Burlington's water management policies are some of the strongest in the state, going beyond even Act 250's stringent requirements.

As climate change intensifies rainfall in the region over the coming decades, we will continue to need more proactive enhancements to our water management infrastructure, even without new residents. Those necessary investments will be easier to make with a larger tax base that comes from growth in our residential neighborhoods.

Finally, I usually don't like to call out other community members, but I want to mention Professor Bierman who has been using his credentials as a geologist to raise the alarm about stormwater runoff. The professor may study natural geology, but a city is not a natural environment. No matter how many trees we have, Burlington is fundamentally an engineered environment, and cannot be subject to strictly natural expectations for ecological cycles. When I asked "at what percentage of impermeable surfaces would problems begin for Burlington?", Professor Bierman said that the natural environment in this region would see issues starting at 10%-20% coverage, which is fundamentally incompatible with an urban human settlement. I respect the work he has done in his field, but I don't believe that his expertise extends to urban water management policy.

The entire conversation around stormwater so far also has not considered the long-term regional impacts of Burlington's housing policy. Historically speaking, Burlington's lack of housing growth has pushed a tremendous amount of sprawl to the suburbs, where lot coverage per-person is astronomically higher due to larger homes, driveways, parking lots, roads and highways, and strip-mall development. How has saving a few lawns in Burlington over the past 50 years impacted the region's overall ability to regulate stormwater? How many natural environments and wildlife habitats have been destroyed as a result? Do we care about the environment as a whole, or only the trees we see from our kitchen window?

In short, the lot coverage changes are not very large in practice, our permitting review process has strong stormwater considerations that can stop outlier problem developments from moving forward, and stormwater pressure will be increasing regardless of how many people live here. If you're passionate about this issue, we should be discussing ways to strengthen on-site water management facilities, and find ways to decrease the impact of our transportation infrastructure on stormwater runoff, not limit housing. Trolley tracks can run through grassy fields, and move a lot more people per hour than an asphalt road.

“This will push families out of Burlington!”

This is, unfortunately, one of the most insidious mischaracterizations that is being repeated. Families can, and do, live in non-single family home buildings. Families can, and do, live in duplexes, triplexes, quadplexes, and even small, mid, and high-rise apartment buildings. Families come in all shapes and sizes and have many different needs. Increasingly, younger couples are having fewer children or none at all. This argument that equates that denser housing as incompatible with “families” betrays a very narrow and specific idea of what a family looks like, what their needs are, and how they should live their life. This plays off of the long history of wealthier, whiter people assuming and insisting that their values are what everyone else should live by.

There are many young families in Burlington that would literally jump at the chance to buy a modern, two bedroom condo unit in a backyard triplex or quadplex. Every reasonable home that we don’t build is another family lost to the suburbs, or (as those housing options become more expensive and scarce) to other states.

I believe that there is a second, unspoken part of “this will push families out of my neighborhood”, which is that “this will allow students into my neighborhood”. The anti-student sentiment runs very deep in Burlington, and it crosses political boundaries which makes it very hard to combat. But I think that cognitive psychology plays a negative role in this perception: if 10 households move into a neighborhood and 9 of them are working people, couples, retirees, and families, but 1 of them is a group of students, due to cognitive priming the overwhelming perception will be that “students are overrunning our neighborhood”. I personally believe that students are fully qualified legal adults who are worthy of our respect as residents of our city, and that the animosity towards students is coming from a place without empathy, as if we weren’t all that age once too. If neighborhoods spent as much energy trying to welcome and integrate students into neighborhood life as they did trying to legislate them out of living there, we’d all be living much happier and fulfilling civic lives. And this is all without mentioning how problematic it is that a minority demographic is being scapegoated as the source of our civic dysfunction. Why aren’t folks upset about the number of jobs at the medical center that puts housing pressure on the same neighborhoods as students? Why are there no front porch forum posts calling to “keep nurses out of my neighborhood”? If Burlington was building the amount of housing it needs for *all demographics*, we would have much more balanced neighborhoods filled with families, singles, retirees, and students alike.

I’ve knocked doors around some of our residential neighborhoods to talk about Neighborhood Code, and I was genuinely surprised at the average age of the person who answered the door. In those conversations, it seems to me that a lot of residents in those

neighborhoods have been there for decades, and have a strong emotional attachment to their experience of moving into their neighborhood in the 70s or 80s. They genuinely believe that their experience (single family home, backyard, a small number of neighbors they know well) was a good one, and want to see that experience be made available to the next generation of families. However, that isn't possible. We've run out of space to keep building like that, and the next generation will necessarily have a different experience of integrating into a neighborhood. This is a natural part of urban development, and we should not let the nostalgia for a simpler time blind us to the realities of what we need today. And for as long as we keep not building more diverse types of housing options in our residential neighborhoods, Burlington will continue to lose the families that people claim to want to prioritize.

“This violates Vermont state law 24 V.S.A. § 4441!”

Vermont State Law 24 V.S.A. § 4441 requires that any zoning amendment "conforms with or furthers the goals and policies contained in the municipal plan." Burlington's municipal plan, PlanBTV, calls for sustaining neighborhoods through "small and incremental change that is consistent with the existing development pattern, building scale, and neighborhood character." This is exactly what the Neighborhood Code does, and any suggestion otherwise would be an extremely unrealistic, bad-faith interpretation of the phrase "small and incremental change" that would not hold up in court. Enabling the future development of building typologies that already exist in a neighborhood could arguably not even be considered incremental change at all. This claim feels to me like fear-mongering and veiled threats of litigation to influence the sinking of this policy back to committee.

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Lori Olberg

From: Jake Twarog <jakeptwarog@gmail.com>
Sent: Saturday, March 23, 2024 3:22 PM
To: Lori Olberg
Subject: Fwd: Neighborhood Code Must Pass!

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

Begin forwarded message:

From: Jake Twarog <jakeptwarog@gmail.com>
Date: March 23, 2024 at 12:16:53 PM PDT
To: citycouncil@burlingtonvt.gov
Subject: Neighborhood Code Must Pass!

Dear Burlington City Council,

My name is Jake Twarog, and I'm a resident of Hinesburg, Vermont who will soon graduate college and enter the workforce. Although I am not yet a Burlington resident, I love Burlington and would absolutely love to live in the city after college. However, I am currently gearing up to leave the Burlington area because the cost of living is simply too high for the salary I expect to command in my field. Most of the evidence suggests that this cost of living crisis is caused by a lack of housing construction. In addition, I think that the housing crisis is one of the most important issues Burlington faces from an equity perspective today with rent prices continuing to rise. Many Vermonters are becoming homeless due to lack of affordable housing. For this reason, I support the passage of the Neighborhood Code, ideally without the Doherty amendment; however, if this amendment must be included, then I still unequivocally support its passage. Thank you!

Best,
Jake Twarog

Lori Olberg

From: Colin Larsen <colinraylarsen@outlook.com>
Sent: Saturday, March 23, 2024 6:34 PM
To: City Council
Cc: Lori Olberg
Subject: 3/25 Comments: Support the Neighborhood Code

Some people who received this message don't often get email from colinraylarsen@outlook.com. [Learn why this is important](#)

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

Hello Councilors,

I will likely be attending in person on Monday to share some final thoughts verbally, but I also wanted to take the opportunity to write out a few final arguments to help you all make your decisions on the Neighborhood Code on Monday.

First, the Code should pass on Monday. Though I have varying opinions on some of the amendments, I would accept any of them if it means that the code passes. Sending this back to committee now, with a new administration and new councilors incoming, will put all of the work done by our planning staff, commission, and ordinance committee councilors at risk.

There is no guarantee that this legislation will re-emerge for a vote this year. As some of you have likely experienced, the procedural realities of city government and shifting attentions could in fact see this process delayed for years, or more, if it fails to pass Monday. That is why time is of the essence. I believe many people calling for the NC to be returned to committee are unaware of this fact, or frankly have no desire to see it pass at all.

In addition, the version of the Code that would come out of a new committee process will likely be inferior to the one up for vote now. Many of the topics the opposition has voiced are unrelated to the NC or are addressed elsewhere in city policy (stormwater management, parking management, inclusionary zoning). I don't fault people for not knowing the intricacies of our full zoning ordinance, but it is important for you all to communicate how some of the concerns people have expressed are already accounted for elsewhere or are at odds with Burlington's goals (such as people demanding parking minimums to return).

I would also like to refer to a project being proposed under the NC that you may have heard about at 44 Wright Ave. in the Lakeside neighborhood. This project would add a fourth unit to the primary structure and construct a 3-story triplex as a secondary structure.

To me, this epitomizes the goal of the zoning reform perfectly. This project would add quality units to a neighborhood with many amenities in walking distance and is of a similar mass and scale to other buildings. It is quite similar to the visualizations created during the joint committee process.

The fact that some people are opposing this project speaks to the fact that their vision of Burlington diverges significantly from what is necessary for our city to thrive. If a 3-story triplex is too much to bear for some, then we have no shared understanding of either the gravity of our housing shortage, nor a common idea of what

can be reasonably done to address it. There is no milder compromise than what is proposed that would also make a positive impact. We cannot expect to increase housing opportunities by scattering ADU's or duplexes across the city.

Now, I will speak to some of the amendments.

Amendment 1: While I don't particularly like attempts to decrease flexibility in construction options, this reduction in lot coverage is not so dramatic as to be unacceptable.

Amendment 2: Decrease max units in R-M from 6 to 4. The main issue I see with this is that a consistent, but incorrect criticism of the NC is that none of the projects will create affordable units (there are many reasons why this is incorrect). That said, a reduction in unit number to 4 in R-M could potentially reduce the number of affordable units created in these districts through inclusionary zoning. Our current framework applies to more than 5 units in a structure, which would allow some R-M projects to qualify if they were 6 new units constructed from scratch.

I'd also remind councilors that this is a maximum. Some (or most, sadly) developers may choose to build fewer to avoid this IZ trigger, but we should not eliminate the potential altogether. I would not favor passage.

Amendment 3: These are the wildlife corridors. I can, in some sense, understand the desire to wait to create a more comprehensive wildlife framework in these noted areas. That said, there is nothing in our zoning code that prohibits property owners from constructing barrier fencing that could pose even more of a problem for wildlife than a theoretical housing project would.

In addition, going off of research from Paul Donald's book Traffication, we should expect the roads themselves to pose a much greater threat to wildlife than housing would. The damage that roads do to nature is immeasurable. Neither North Ave nor Colchester Ave have significant traffic calming features, street trees, or other design features to reduce the risk vehicles pose. The North Ave corridor also has the misfortune of being bounded by the 127 interloop - which may be the greatest destroyer of nature in the area aside from I-89.

My point, overall, is that housing is far from the worst impediment to the free movement of animals, and it feels quite myopic to specifically restrict housing potential in an attempt to address the fracturing of wildlands when Burlington has failed to engage in a more meaningful strategy.

Amendment 4: This is by far the most egregious. Councilor Doherty has proposed an amendment to, contrary to the recommendation of planning staff and the planning commission, zone the neighborhood in which **he himself lives** as Residential-Low. Given this area's proximity to our largest employers, the available land to build upon, and the percentage of currently non-conforming buildings, this is a thoroughly absurd and patently self-serving proposal that should not be tolerated by a democratic body for any reason.

I am ashamed for this city that this amendment is even being considered, and regardless of whether the base NC passes, the existence of this amendment is a moral offense to fairness and equity.

Amendments 5 and Hybrid: I am supportive of any amendment to decrease the number of residential zones. The hybrid amendment proposed by Councilor Traverse was an attempt at compromise with the amendments Councilor Hightower proposed. I have heard the planning commission's justification for not unifying the two zones, and I don't agree with it entirely.

As was mentioned during their most recent meeting, a unification of residential zones would be symbolic. This symbolism is important, however, as it show's Burlington's willingness to truly embrace the ideas of inclusion and equity that many claim to believe in. It would affirm that we recognize the ways that zoning has been used to segregate socioeconomic and racial classes under the auspices of neighborhood character, and we reject that model. Burlington is for everyone, and there is no neighborhood that is off-limits.

That you for your consideration. Please ask yourselves what kind of future Burlington you would like to see - one that is static, fragile, incapable of facing the challenges and pressures of our chaotic future? Or one that is equitable, affordable, resilient, and yes, denser?

The choice is yours. The future is in your hands.

Sincerely,
Colin Larsen
Ward 7



Lori Olberg

From: Midori Little <midori.little@gmail.com>
Sent: Monday, March 25, 2024 10:20 AM
To: City Council
Cc: Lori Olberg
Subject: Please pass the Neighborhood Code for a sustainable future in Vermont

Some people who received this message don't often get email from midori.little@gmail.com. [Learn why this is important](#)

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

The Neighborhood Code is common sense legislation towards dealing with the extreme housing crisis in Vermont generally and Burlington in particular. It's also one of the very few pieces of legislation that in any way attempts to address this crippling issue.

It's the least that we can do to take steps toward a sustainable future for Burlingtonians and Vermonters. This also is a common sense action in terms of climate, as population density is the more sustainable path going forward to ensuring a livable future for the coming decades for all of us.

Please vote **YES** for a sustainable future.

Thank you.

Lori Olberg

From: Benjamin Cooley <benjamincooley94@gmail.com>
Sent: Monday, March 25, 2024 11:18 AM
To: City Council
Cc: Lori Olberg
Subject: Please pass Neighborhood Code

Some people who received this message don't often get email from benjamincooley94@gmail.com. [Learn why this is important](#)

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

My name is Ben Dexter Cooley and I support the Neighborhood Code. I am not a Burlington resident, but I live in Essex Junction and have been impacted directly by the housing crisis in Burlington.

Last year my wife and I moved to Chittenden County. We wanted to live in Burlington to be close to everything we love to do, but the housing options were so few and so expensive that we started looking further outside the city. We are overall happy to have ended up in Essex Junction, but would have preferred to live in Burlington.

I am an active community member in the Burlington arts; i am a member of a local artist collective and spend multiple evenings per week downtown around Church St. I believe that the Neighborhood code is a good first step for the city to encourage more dense, affordable housing for all which will ease the housing crisis in Burlington and the surrounding cities.

Please pass the Neighborhood Code tonight without weakening or changing it.

Thank you for your time,
Ben Dexter Cooley

Lori Olberg

From: Ashley Dembinski <ashleyedembinski@gmail.com>
Sent: Monday, March 25, 2024 11:47 AM
To: City Council; Lori Olberg
Subject: Support for Neighborhood Code

Some people who received this message don't often get email from ashleyedembinski@gmail.com. [Learn why this is important](#)

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

Hi Councilors,

I wanted to send my support for the neighborhood code and ask you to please pass it tonight. This zoning update addresses so many of the underlying issues in our City (housing, equity and climate, just to name a few) and is long past overdue.

I'd also encourage you to vote no on Amendment 4/the Doherty Amendment, specifically. We should not be exempting one neighborhood from helping to solve our housing crisis and participating in the changes of our City. Bowing to this kind of pressure is part of the reason our city is in such a desperate housing crisis in the first place and we can no longer afford to cater to small, vocal groups. We need to take firm, decisive action that will allow our city to grow and evolve and help as many people as possible.

I look forward to hearing all of your comments and thoughts at the hearing tonight and as always thank you for your service to our community.

Best,
Ashley Dembinski

Lori Olberg

From: Chris Yuen <chrisyuen6@gmail.com>
Sent: Monday, March 25, 2024 12:24 PM
To: City Council
Cc: Lori Olberg
Subject: In support of Neighborhood Code

Some people who received this message don't often get email from chrisyuen6@gmail.com. [Learn why this is important](#)

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

Dear City Council,

I live in Ward 3 (36 Clarke Street, Apt 3) and I would like to express my support for approving the Neighborhood Code, as proposed.

As a young professional in my 30's who moved here just two years ago, I have experienced the results of the housing shortage, and also understand how much worse it can become if housing supply continues to lag behind population growth.

The abundance of housing supply is a necessary precondition for reasonable rental and purchase prices across the housing spectrum in a high-growth city like Burlington. As long as our region's education and job opportunities continue to bring more people into the region, we will either have to see housing supply grow, or housing prices grow. We can probably all agree that an inclusive, affordable future would be preferable.

Please pass the Neighborhood Code, as proposed. It is the culmination of months of dedicated work by City Staff, thoroughly vetted by the Planning Commission and Ordinance Committee, and it is one piece of the solution to our housing crisis. In a housing crisis as acute as the one we're experiencing, it would only be responsible to approve the neighborhood code, as proposed, without further delay.

Christopher Yuen
Ward 3 resident.

Lori Olberg

From: Tim Stevens <timstvns3@gmail.com>
Sent: Monday, March 25, 2024 1:54 PM
To: Lori Olberg
Subject: Support for Neighborhood Code

You don't often get email from timstvns3@gmail.com. [Learn why this is important](#)

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

Hi Lori,

Can you please add the following message to the consent agenda for the council meeting tonight? Thank you,
Tim

Dear Council Members,

Please pass the strongest version of the neighborhood code you possibly can. Given the severity of our housing crisis, we need to allow development in our neighborhoods without delay. I'd like to remind you that our housing crisis means that many Vermonters are struggling every day. Some of them might not know where they're going to sleep tomorrow, some of them might be choosing to forego meals so they can afford their rent. Every day we delay passing this code to "get this right" is another day of suffering we impose onto those individuals. It's worth mentioning that this doesn't need to be our last zoning ordinance. The next city council can amend our zoning ordinance if they feel it necessary, just like you are trying to make changes to it right now. Housing takes a long time to come online and our neighborhoods will not change overnight because of the neighborhood code. Please don't let the perfect be the enemy of the good.

I'd also like to speak against the Doherty amendment, proposing to down-zone ONE east neighborhood. In the richest country in the world allowing people to live un-housed is a policy failure and this amendment is the epitome of policy that fails the most vulnerable among us. It puts the wants of a few wealthy residents over the needs of Burlington's most disadvantaged. The neighborhood code is not only a land use policy but also a reflection of our values as a city. Passing this amendment would prove that Burlington would rather use our time and energy to police what our neighbors are allowed to do with their land, instead of promoting the well being of all its residents.

It's worth mentioning that restrictive land use laws (like low density zoning) are listed in the 2024 Economic Report of the President as one of the leading causes of housing unaffordability. Burlington deserves better. Please pass the neighborhood code.

Best,
Tim Stevens
Ward 6

Lori Olberg

From: Evan Gould <evanjohngould@gmail.com>
Sent: Monday, March 25, 2024 3:28 PM
To: Lori Olberg; City Council
Subject: Re: Neighborhood Code Support Petition
Attachments: Support for the Neighborhood Code (Responses) - Form Responses 1-2.pdf

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

One small update I realized slipped my mind. I've attached an update both that has the names correctly oriented, has the additional 30 names that came in overnight, and (the part I forgot) includes the actual body of the petition.

It's pretty Simple, but effectively

We the undersigned ask that the City Council pass the Neighborhood Code.

Thanks,
Evan

Support for the Neighborhood Code

B I U ↺ ✕

The final public hearing for Neighborhood Code is next Monday. We have seen pushback against even such a modest change, and these opposition groups are mobilizing to stop it from moving forward. To frame the code, it will enable gentle infill in residential neighborhoods, and is expected to contribute 10 new units per year to the city, compared to the 1,000 unit per year pace that we need to target to get out of the housing crisis. This is quite literally moving 1% closer—a first baby step—toward our goal of taking housing seriously.

The Neighborhood Code is also climate legislation. According to Harvard's Joint Center for Housing studies (<https://www.jchs.harvard.edu/blog/us-households-are-using-less-energy>), "In 2015, average household energy consumption in detached single-family homes was 94.6 million Btu, more than double the usage by households living in units in larger multifamily buildings". In addition, denser development reduces transportation emissions by enabling more walking, biking, and transit use. By densifying Burlington, we can reduce carbon emissions and provide more housing for those in need.

More details can be found here: <https://verpop.org/blog/update-on-neighborhood-code/>

And we aren't the only ones that understand that this is good policy. Read why the AARP supports the neighborhood code here.

<https://states.aarp.org/vermont/aarp-vermont-supports-burlingtons-neighborhood-code>

We the undersigned ask that the City Council pass the Neighborhood Code.

On Sun, Mar 24, 2024 at 6:22 PM Evan Gould <evanjohngould@gmail.com> wrote:

Hey Councilors and Lori,

Wanted to send this petition to you, and add it to the communication, some of it is handwritten from a day canvassing ward 1, but the majority are digital.

Thanks,

Evan

Timestamp	Your full name	Your full address	Your ward	
3/18/2024 14:06:00	Colin Larsen	111 Claire Point Rd		7
3/18/2024 14:08:02	Lauren Schweppe	111 Claire Point Rd Burlington, VT 05408		7
3/18/2024 15:02:27	Gordon Dragoon	73 Oakland Terrace		4
3/18/2024 20:30:47	Matthew Premysler	70 University terrace, room #159		8
3/19/2024 13:35:06	Jacqueline Mattaliano	79 South Willard Street Apt 2 Burlington VT 0540		8
3/19/2024 13:37:08	Marshall Estlund	388 Shelburne RD #205		
3/19/2024 18:56:01	Ashton MacKenzie	83 Borestone Lane Burlington VT		7
3/19/2024 23:09:04	Michael Arnold	20 W Canal St, Winooski, VT		
3/20/2024 9:01:41	Jak Tiano	367 Saint Paul Street, BTV		5
3/20/2024 10:04:04	Charlie Lefrak	164 Van Patten Pkwy	Ward 7	
3/20/2024 10:08:37	Peter Wyman	157 S Champlain St Apt 302	Ward 3	
3/20/2024 10:14:44	Taylor Thornton	74 Lakeview Terrace Burlington, VT 05401	Ward 2	
3/20/2024 10:48:48	Jason Van Driesche	129 Caroline St., Burlington, VT 05401		5
3/20/2024 12:44:24	Marley Sequoia Young	22 Blodgett St Unit B Burlington, VT 05401		2
3/20/2024 12:48:51	Daisy may	367 Saint Paul St, #7		5
3/20/2024 12:51:12	Ashley Dembinski	73 Oakland Ter	Ward 4	
3/20/2024 17:32:38	Philip Kiefer	71 Drew St		2
3/20/2024 17:48:59	Elizabeth Leon	16 Charles St, Burlington, VT 05401		2
3/20/2024 18:31:07	Lauren Ebersol	204 North Ave, Apt 1		2
3/20/2024 18:41:15	Olivia Milens	129 Claire Pointe Road, Burlington		7
3/20/2024 18:56:16	Kathleen Kruesi	77 Oakcrest Dr Burlington VT 05408		4
3/20/2024 19:23:35	Nicholas Riker	16 Charles St. Burlington, VT 05401		2
3/20/2024 19:34:33	Henry Wyman	299 Manhattan Dr, Burlington, VT 05401		2
3/20/2024 21:14:52	Evan Gould	71 E Redrock Dr Unit 107		5
3/20/2024 21:18:21	Liam Griffin	22 Billings Ct		7
3/20/2024 21:32:42	Dan Castrigano	125 Tracy Drive		4
3/20/2024 21:41:49	Laura Castrigano	125 Tracy drive		4
3/20/2024 21:52:32	Jason Stuffle	316 Colchester Ave		1
3/20/2024 22:20:19	Laura Cornell	200 Howard St., Burlington, VT, 05401		6
3/21/2024 8:32:24	Ry Sherman	30 university heights, Burlington VT 05045		8
3/21/2024 9:59:14	Midori Batten	12 North St		
3/21/2024 10:19:39	Finnian Nothnagle	30 University Heights, Burlington, VT, 05405		8
3/21/2024 10:19:43	Alexis Hano	170 Carrigan Drive		1
3/21/2024 10:19:50	Abby Arbogast	1535, Hyatt Avenue		1
3/21/2024 10:19:51	Madelin Jones	250 Colchester Ave Burlington, VT		1
3/21/2024 10:20:33	Isabelle Walker	31 Spear Street Burlington, VT 05405	ward 1	
3/21/2024 10:20:52	Ivy Buonanduci	486 S. Prospect St, Davis 401, Burlington VT		8
3/21/2024 10:21:03	Maria Muller	250 Colchester ave 05405		1
3/21/2024 10:21:16	Megan Spring	UHN-1 122B 30 University Heights		8
3/21/2024 13:17:55	Tim Stevens	483 South Union St, Burlington VT 05401		6
3/21/2024 15:34:31	Connor Wertz	5 Oak St.	Ward 2	
3/21/2024 16:13:52	Chris Gish	63 Bradley St Burlington VT 05401		8
3/22/2024 7:20:53	Jace Jamason	61 Morgan st burlington vt 05408		7
3/22/2024 10:33:56	Burton DeWilde	458 S Union St, Burlington VT 05401		6
3/22/2024 11:47:44	Will Anderson	236 South Union		6
3/22/2024 11:51:14	Patricia (Patsy) Jamieson	10 Oakbeach Drive, Burlington, VT 05401	Ward 5	

Timestamp	Your full name	Your full address	Your ward	
3/24/2024 17:16:33	Megan Buntain	453 S Willard St, Burlington, VT, 05402		6
3/24/2024 17:59:47	Brendan Hogan	56 Ledgemere St, Burlington		5
3/24/2024 18:10:10	David Jacobs	202 E Redrock Dr Burlington VT 05401		5
3/24/2024 18:31:37	Matthew Planchard	36 Spruce St, Burlington, VT 05401		6
3/24/2024 18:56:07	Eli Scheer	2540 Malletts Bay Ave Colchester, VT 05446	n/a	
3/24/2024 19:59:41	Joe Dery	160 Ferguson Ave, Burlington		5
3/24/2024 20:16:22	Ashley Adams	544 South Prospect St.		6
3/24/2024 22:08:39	Phillip Merrick	134 Dale Rd		4
3/24/2024 22:32:44	Bob Atchinson	2141 Lower Road, Plainfield VT 05667		
3/25/2024 7:23:51	Sandra Benoit	E RedRock Drive		5
3/25/2024 8:49:18	Thomas E. Hengelsberg	212 Battery Street, Burlington, VT 05401	Ward 3	
3/25/2024 8:54:17	Anne Allen	270 Redrock Drive	Ward 5	
3/25/2024 9:38:29	Lance Coy	300 Lake Street, Apt. 205		3
3/25/2024 9:59:28	Geoffrey Gardner	938 Old Post Road, Bradford, VT 05033		
3/25/2024 10:02:29	Susanna Lewis	938 Old Post Road, Bradford, VT 05033		
3/25/2024 10:50:32	Christopher Yuen	36 Clarke St, Apt 3		3
3/25/2024 10:51:11	Tessalyn Morrison	36 Clarke St Apt 3		3
3/25/2024 11:21:28	Jacob Shapiro	163 Maple Street		5
3/25/2024 11:39:57	Owen Clear	524 South Willard St #13 Burlington, VT 05401		6
3/25/2024 13:02:14	Erin Post	204 Ledgewood Circle 102 Burlington VT		5
3/25/2024 13:03:29	Stephen Smith	112 Park St		3
3/25/2024 13:18:21	Max	Medina		5
3/25/2024 13:22:14	Daniel Bollag	250 Colchester ave 05405		1
3/25/2024 13:23:30	Daniel Baston	70 Lyman Ave, Burlington VT 05401		5
3/25/2024 13:26:48	Nashua Malko	473 S Prospect Street, Unit 2, Burlington, VT 054	Ward 6	
3/25/2024 13:34:57	Sammy Teal	67 Spear Street Burlington, VT 05405		8
3/25/2024 13:56:36	Valerie Johnson	70 Lyman Ave, Burlington, VT 05401		5
3/25/2024 14:11:31	Amelia Wilcox	121 Maple Street, APT 1, Burlington VT, 05401		
3/25/2024 14:22:07	Gillian Wigton Bell	12 Meridian st		7
3/25/2024 14:42:57	Eric Hart	6 Ledgemere Street		5
3/25/2024 14:45:16	Catherine Cronin	74 Grey Meadow Dr		4
3/25/2024 14:46:22	Ben Mace	2 Avenue D, Burlington VT 05408		7

Lori Olberg

From: Karen Paul
Sent: Monday, March 25, 2024 12:17 PM
To: paulbierman@gmail.com
Cc: Lori Olberg
Subject: Petition with 303 signitures to send Neighborhood Code back to Committee for refinement
Attachments: letter to councilors_Monday_11a.pdf; letter to councilors.pdf

Dear Paul,

Thank you for your communication. Please let Lori and I know if you wish to have these attachments added to this evening's agenda. If you can possibly let us know as soon as possible, that would be very helpful.

My best,
Karen

Karen Paul, CPA (*she, her, hers*)
City Council President
City Councilor – Ward 6, City of Burlington, Vermont
802.598.5994



Please be advised that this email may, at some point, be the subject of a Public Records Request.

From: Paul Bierman <paulrbierman@gmail.com>
Date: Monday, March 25, 2024 at 11:48 AM
To: zoraya.hightower2020@gmail.com <zoraya.hightower2020@gmail.com>, Zoraya Hightower <Zhightower@burlingtonvt.gov>, Gene Bergman <gbergman@burlingtonvt.gov>, Joseph Magee <jmagee@burlingtonvt.gov>, Sarah Carpenter <scarpenter@burlingtonvt.gov>, Karen Paul <kpaul@burlingtonvt.gov>, Benjamin Traverse <btraverse@burlingtonvt.gov>, Ali Dieng <adieng@burlingtonvt.gov>, Hannah King <hking@burlingtonvt.gov>, Tim Doherty <tdoherty@burlingtonvt.gov>, Melo Grant <megrant@burlingtonvt.gov>, Mark Barlow <mbarlow@burlingtonvt.gov>, Joan Shannon <jshannon@burlingtonvt.gov>, Joan Shannon <jshannon@burlingtontelecom.net>
Subject: Re: Petition with 303 signitures to send Neighborhood Code back to Committee for refinement

Some people who received this message don't often get email from paulrbierman@gmail.com. [Learn why this is important](#)

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

Please find attached an update list of people signing as of this morning.

There are now over 300 Burlington citizens who are asking you all to send Neighborhood code back to committee for improvement.

Thank you.

Paul

On Mar 24, 2024, at 9:26 PM, Paul Bierman (he/him) <pbierman@uvm.edu> wrote:

Good evening Councilors.

Please find attached (as a PDF file) our petition with 294 signatures (as on Sunday evening). People have signed the petition from all City wards.

I have written a cover letter with my own opinion on the matter.

I urge you all to have the patience and foresight to send this initial draft back to committee for more thorough vetting. We can and must do better!

I will enter this into the record as part of my public forum tomorrow evening.

Thank you for considering my views and the views of nearly 300 of your constituents.

All the best and thank you for your service.

Paul

Paul Bierman, Professor

(he, him, his)
Fellow, Gund Institute for Environment
Rubenstein School of the Environment and Natural Resources
University of Vermont
Delehanty Hall, 180 Colchester Ave
Burlington, VT 05405
pbierman@uvm.edu
8022386826 (cell)
8026564411 (office)
www.uvm.edu/cosmolab
www.campcentury.org/
www.paulbierman.net

Author of

When the Ice is Gone (Norton, 2024)
Geology and the Environment (Cengage, 8e, 2024)
Key Concepts in Geomorphology (Freeman, 2e 2020)

Paul Bierman, Professor

(he, him, his)
Fellow, Gund Institute for Environment
Rubenstein School of the Environment and Natural Resources
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www.campcentury.org
www.paulbierman.net

Author of

When the Ice is Gone (Norton, 2024)

Geology and the Environment (Cengage, 8e, 2024)

Key Concepts in Geomorphology (Freeman, 2e 2020)

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

Sunday, March 24, 2024

Dear City Councilors,

As a resident of Burlington for over 30 years, both as a renter and a homeowner, I ask that on Monday night you vote to send the current version of Neighborhood Code (along with the proposed amendments) back to the Planning Commission and the Ordinance Committee for refinement.

I am not alone in making this request. There is widespread opposition to the current proposal among the people who elected you to represent them.

The attached petition shows that nearly 300 other Burlington citizens (including constituents in each of your wards) oppose passing Neighborhood Code “as is” and support sending it back to committee where, with more public input, the ordinance can be improved. The people who signed this petition live in every ward in the city.

I cannot speak for other’s but for me, there are many compelling reasons not to pass the code as it is written or with the currently proposed amendments. I list some of them below.

Neighborhood Code is a dramatic change in current zoning that:

- 1) **does little to assure new housing is affordable** – it relies on notoriously fickle market forces and trickle-down economic ideas
- 2) **is based on flawed, computer-generated lot coverage data** that show shadows as building footprints in our neighborhood. These “model-derived data” have not been verified by on-the-ground measurements.
- 3) **perpetuates inequality between neighborhoods** by keeping the lowest density in the wealthiest areas of Burlington
- 4) **contradicts PlanBTV** which requires that residential neighborhoods be sustained through “small and incremental change that is consistent with the existing development pattern, building scale, and neighborhood character.” It thus violates Vermont state statute 24 V.S.A. § 4441 that requires any zoning amendment “conforms with or furthers the goals and policies contained in the municipal plan”.

Since the first City Council hearing, it has become increasingly clear that the proposed changes in zoning will not serve Burlington and its citizens well because the current proposal:

- 1) was **hastily conceived and inadequately vetted** with little consideration of **unintended consequences**,
- 2) is being **rushed through the Council by the outgoing administration and a small number of vocal proponents** resulting in minimal citizen input,
- 3) **will not ensure diverse housing options** at a variety of price levels for single people, couples, and families and,

4) by reducing greenspace, in the face of heavier rainfall driven by climate change, **will increase sewage overflows into Lake Champlain**, impacting water quality and closing Burlington beaches with increasing frequency in addition to magnifying the urban heat island just as the climate warms sharply.

Going forward, I urge the council to consider changing Neighborhood Code in the context of the University of Vermont's outsized impact on the city, particularly in wards surrounding the campus. The State auditor's report is unambiguous. Actions by UVM over the past decades (expanding the student body without providing housing) drove much of Burlington's current housing crisis.

If the city incentivized UVM to convert some of their half million square feet of surface parking to student housing for at least the junior class, hundreds if not thousands of apartments and houses would open in the community – close to campus. I urge you all to catalyze this transition by changing zoning in the institutional district to allow for increased density, higher buildings, and a variety of living situations. UVM has the land. Developers would be guaranteed occupancy. The city would reclaim housing. It's a win-win-win.

Lastly, I urge you not to pass the code now and then try fix it in the future as some have suggested must happen on Monday to address the housing shortage. There is too much at stake to pass flawed legislation and hope that it will get fixed later. Thanks to recent council actions, there are thousands of housing units of housing now in the pipeline; we have some breathing room.

Please, take the time and go through the process of soliciting the broad public input needed to get Neighborhood Code right the first time. Send Neighborhood Code back to committee, build consensus, follow plan BTV, and pass updated zoning with broad public support.

Thank you for considering my thoughts and the opinion of nearly 300 Burlington citizens who took the time to sign the attached petition.

Paul Bierman
86 Brookes Avenue

Neighborhood Code - we must do better

B I U ↺ ✕

Diverse additional housing options are needed in Burlington to provide homes for all. However, [Neighborhood Code](#), which is up for a vote by the City Council on March 25th, will dramatically change the fabric of Burlington neighborhoods, ignores increases in stormwater run-off, and does little to increase affordability.

Developers will be able to construct 8 or even 10 units of housing in two buildings on most lots in Burlington neighborhoods. The proposal will increase allowable lot coverage (by at least 30% and by as much as 70% depending on the neighborhood) with no assurance of affordability.

Neighborhood Code contradicts [PlanBTV](#) which requires that Residential Neighborhoods be sustained through "small and incremental change that is consistent with the existing development pattern, building scale, and neighborhood character."

Neighborhood code thus violates [Vermont state statute 24 V.S.A. § 4441](#) that requires that any zoning amendment "conforms with or furthers the goals and policies contained in the municipal plan".

We the undersigned ask that the City Council return Neighborhood Code to the Planning Commission and the Ordinance Committee for further necessary revision until it is consistent with PlanBTV while at the same time expanding diverse housing opportunities, increasing housing affordability, protecting the environment, and acknowledging the need to consider the limits of existing infrastructure and the on-going climate crisis.

	Your full name	Your full address	Your ward NUMBER (if you know it)	COUNT
3/23/2024 16:17:10	Adam Wager	197 N Willard St	1	1
3/18/2024 16:29:48	Aimee I. Gaffney	13 Grey Meadow Drive, Burlington, Vt 05408	4	2
3/15/2024 21:18:27	Alexander C Johnston	148 Loomis Street	1	3
3/17/2024 19:35:08	Alexander Friend	53 Henry Street	1	4
3/19/2024 16:05:54	Alia Liberatore	78 Harrison Ave Burlington VT 05401	5	5
3/21/2024 10:55:42	Alison Pechenick	40 Prospect Hill, Burlington	1	6
3/23/2024 16:41:08	Allison Savage	41 Marble Avenue	5	7
3/16/2024 23:04:44	Allyn B. Petit	51 High Grive Court, Burlington	1	8
3/23/2024 17:35:36	Almy Landauer	303 Redrock Dr	5	9
3/20/2024 17:57:30	alyson rilwy	133 nottingham lane burlington vt 05408	4	10
3/17/2024 16:55:25	Amy Demarest	16 Wilson Street	1	11
3/16/2024 7:35:49	Amy Menten	462 S Willard Street	6	12
3/23/2024 16:45:22	Andrea Etter	120 Home Ave	5	13
3/18/2024 22:58:07	Andrea Rogers (Andrea Rogers Hall)	387 So Union St.	6	14
3/23/2024 21:38:23	Andrea Rumsey	79 Hyde St, Burlington, VT	8	15
3/22/2024 17:10:29	Andrew Raubvogel	49 Mansfield Ave	1	16
3/23/2024 17:07:03	Anita Rapone	83 Summit Ridge, Burlington	6	17
3/18/2024 15:06:22	Ann Kalinoski	105 Lori Lane Burlington VT 05408	7	18
3/23/2024 16:39:49	Ann Pond	92 Fairmount Street	6	19
3/19/2024 17:14:04	Ann Rathbone	120 Robinson Pkwy, Burlington, VT 05401	6	20
3/17/2024 8:32:05	Ann Vivian	127 Mansfield Ave	1	21
3/16/2024 14:34:33	Anna Drummond	64 North Prospect St	1	22
3/18/2024 19:19:08	Anne Allen	270 Redrock Drive 05401	5	23
3/24/2024 17:15:42	Anne Brefia	34 Bradley Street	8	24
3/23/2024 23:42:29	Anne Clark	16 Converse Court, Burlington, VT 05401	3	25
3/24/2024 7:39:42	Anne Coss	120 Lyman Ave. Burlington VT	5	26
3/18/2024 12:47:55	Anne Geroski	545 South Prospect St. Burlington, VT	6	27
3/19/2024 18:33:48	Anne M. Barbano	45 Cliff St Burlington VT	6	28
3/22/2024 19:52:02	Annie D'Alton	24 Pomeroy St Burlington VT 05401	2	29
3/23/2024 16:59:51	Anthony Lauzon	62 Brookes Avenue	1	30
3/22/2024 15:39:00	Arnold C. Wetherhead	21 Clymer St.	6	31
3/25/2024 9:53:11	Barbara George	85 Glen Road	6	32
3/15/2024 16:36:29	Barbara Wager	54 Brookes Avenue	1	33
3/23/2024 16:49:55	Barbara Walter	219 North Winooski Ave, Unit 3	2	34
3/23/2024 16:32:10	Barbarz Carroll	3: Southwind Drive	5	35
3/19/2024 7:24:20	Barry Mansfield	74 Bilodeau Court	1	36
3/23/2024 17:41:45	Beth mintz	122 Redrock Dr #104 Burlington	5	37
3/22/2024 18:13:14	Bill Harvey	195 North Prospect Street	1	38
3/23/2024 17:01:25	Bill Pierson	33 North Ave, Unit 1, Burlington VT 05401	3	39

3/24/2024 22:04:23	Breck Bowden	11 Brookes Ave	1	40
3/19/2024 18:10:18	Brenda M Owre	43 Fletcher Place, Burlington, VT. 05401	1	41
3/24/2024 16:47:12	Brendan Krause	105 Charlotte Street	5	42
3/21/2024 17:42:02	Brian Prindle	44 Booth Street	2	43
3/21/2024 8:54:17	Brooke Hadwen	42 Southwind Dr, Burlington Vt 05401	5	44
3/18/2024 16:05:45	Bruce Allis	35 Wright Ave ,Burlington vt	5	45
3/24/2024 17:58:10	Bryan Wemple	27 Case Pkwy	1	46
3/15/2024 22:12:33	Carolyn hanson	118 spruce st	6	47
3/15/2024 11:59:04	Caryn Long	55 Henry Street	1	48
3/24/2024 21:43:30	Catherine Bock	175A N prospect St, Brlington 05401	1	49
3/16/2024 10:24:31	Cecilia Redmond	47 High Grove Court	1	50
3/17/2024 15:00:10	Chelsey Pope Tallman	20 Central Ave	5	51
3/24/2024 20:56:20	Chris Bullard	166 Loomis St	1	52
3/20/2024 18:58:20	Christine Hayner	236 South Prospect Street Unit 9 Burlington VT	6	53
3/15/2024 12:46:05	Christine Massey	86 Brookes Ave	1	54
3/22/2024 6:26:50	Christine Wetherhead	21 Clymer Street	6	55
3/23/2024 19:09:55	Cindy Wolkin	92 Brookes Avenue	1	56
3/21/2024 10:53:37	Clare M Doyle	171 Pleasant Ave; Burlington, VT 05408	4	57
3/18/2024 19:01:44	Claudia Moore	34 Scarff Avenue	5	58
3/24/2024 20:36:15	Colleen Perron	120 Charlotte St Burlington VT 05401	5	59
3/18/2024 18:06:27	Collin Freiheit	48 Henry St, Burlington, VT 05401	1	60
3/20/2024 9:10:37	Cory sibal	701 dosey st, south burlington ,vt		61
3/22/2024 18:23:15	Cynthia Cook	166 East Ave	1	62
3/18/2024 12:03:23	Dale Wadhams	401 S Union St	6	63
3/21/2024 20:17:23	Dan Elliott	173 Starr Farm Road	4	64
3/18/2024 15:55:01	Dana Sicard	56 Wright Ave Burlington VT 05401	5	65
3/20/2024 22:33:27	Daniel Weise	21 Revere court Burlington, VT 05408	7	66
3/20/2024 18:06:06	Daniela Vaskova	13 Crombie St, 05401 Burlington	4	67
3/20/2024 13:21:35	david pechenick	40 prospect hill, Burlington 05401	1	68
3/18/2024 13:08:53	David Wark	190 Jackson Ct	8	69
3/18/2024 19:14:16	Deborah Davis Marshall	67/69 wright Ave. Burlington, VT	5	70
3/24/2024 18:59:51	Deborah Ward Lyons	248 North Willard Street BTV	1	71
3/18/2024 18:33:30	Debra Roseman	88 South Union Street / Unit B, zburlington	8	72
3/18/2024 13:09:45	Debra Wark	190 Jackson Ct.	8	73
3/22/2024 22:11:51	Derrick Lawrence	37 Thibault Pkwy, Burlington, VT 05401	1	74
3/20/2024 18:27:35	Deydre Macnow	17 Prospect Hill, Burlington, VT 05401	1	75
3/18/2024 15:46:15	Diane Freiheit	14 Central Avenue, Burlington, VT	5	76
3/19/2024 10:21:47	Diane Gayer	21 Redstone Terrace, Burlington VT	6	77
3/23/2024 16:30:33	Diane Wameck	22 Oak Beach Drive	5	78
3/16/2024 14:31:50	Douglas R Vlehmann	127 Mansfield Ave	1	79
3/16/2024 7:06:05	Dr. Martha Lang	138 Colchester Ave.	1	80
3/19/2024 16:52:13	Dunbar Oehmig	230 Loomis Street	1	81
3/17/2024 19:27:48	Eamon Friend	42 Decatur St, Burlington VT	2	82

3/23/2024 17:42:14	Eileen Kristiansen	20 South Crest Drive	5	83
3/24/2024 22:34:39	Eli Standard	22 Wilson St, Burlington, VT 05401	1	84
3/18/2024 13:44:53	Elinore Standard	81 South williams Street	8	85
3/16/2024 8:11:45	Elisabeth Podesta	144 North Willard Street	1	86
3/18/2024 19:10:03	Elizabeth Clayton	90 Caroline St. Burlington	5	87
3/24/2024 4:56:57	Elizabeth Freeman	220 Loomis St, Burlington, VT 05401	1	88
3/18/2024 16:58:17	Elizabeth Morgan	27 Henderson Terrace	6	89
3/18/2024 15:22:01	Elzy Wick	15 Mountview Ct Burlington, VT 05401	6	90
3/18/2024 15:05:22	Emily Wadhams	597 So Prospect St, Burlington, Vt 05401	6	91
3/20/2024 21:25:29	Erhard Mahnke	60 Grove St., Burlington, VT	1	92
3/20/2024 7:19:09	Eric Strong	33 Prospect Hill	1	93
3/17/2024 10:47:22	Evan Goldsmith	229 Loomis st, Burlington	1	94
3/20/2024 16:57:22	Francine Cohen	57 Hoover Street	6	95
3/22/2024 17:00:05	Francis C Swasey	32 Hickok Place	3	96
3/23/2024 22:13:36	Fred Hill	415 S. Willard Street	6	97
3/17/2024 16:56:47	Frederick Magdoff	16 Wilson Street	1	98
3/19/2024 12:10:58	Gaelen Kilburn	230 Loomis st, Burlington, VT 05401	1	99
3/18/2024 16:52:30	Gary C. Widrick	13 Grey Meadow Drive	4	100
3/24/2024 7:40:26	Geoffrey Mandel	264 S. Cove Rd Burlington, VT 05401	5	101
3/21/2024 10:19:39	George Sliter	24 Brandywine St, Burlington VT 05408	7	102
3/18/2024 17:22:11	Ginny McGrath	21 Thibault Parkway	1	103
3/18/2024 11:05:00	Glenn McRae	131 Mansfield Avenue	1	104
3/15/2024 21:10:53	Greta Spottswood	26 Henry St.	1	105
3/24/2024 16:54:30	Heather Fitzgerald	142 Locust Terrace 05401	5	106
3/16/2024 0:42:38	Holly Pedrini	72A N. Prospect St.	1	107
3/18/2024 13:26:05	Jack Montes	462 S Willard St Burlington VT	6	108
3/20/2024 12:17:23	Jackie Levine	21 Scarff Ave, Burlington, VT 05401	5	109
3/16/2024 12:09:42	James Byrne	47 High Grove Court, Burlington, Vermont 05401	1	110
3/20/2024 13:42:35	Jamie strotmeyer	81 Henry street	1	111
3/22/2024 16:51:27	jane mekkelsen	14 grove street	1	112
3/18/2024 16:05:59	Janet Kilburn	230 Loomis Street, Burlington	1	113
3/23/2024 18:14:26	Janice Park	47 Case Pkwy	1	114
3/25/2024 9:38:30	Javier Santalla Elias	44 Bilodeau Ct, Burlington, VT, 05401	1	115
3/17/2024 17:59:10	Jay Ashman	545 South Prospect St. Unit 39	6	116
3/20/2024 21:05:50	Jean Waltz	32 Cedar St. Burlington, VT 05402	2	117
3/18/2024 10:33:07	Jeanne Keller	27 Bilodeau Pkwy	1	118
3/20/2024 21:24:31	Jeff Wick	15 Mountview Court	6	119
3/24/2024 15:56:19	jennifer cassidy	30 E. Village Dr	1	120
3/22/2024 17:01:47	jennifer ely	125 village green, Burlington VT 05408	7	121
3/17/2024 13:23:49	Jennifer Green	77 Mansfield Avenue	1	122
3/20/2024 15:09:09	Jennifer Watkins	99 Loaldo Drive	4	123
3/23/2024 12:07:19	Jenny Fuller	171 Saratoga Avenue	7	124
3/18/2024 13:53:44	Jenny Grosvenor	35 Wilson Street, Burlington, VT 05401	1	125
3/24/2024 14:20:11	Jim Drummond	64 North Prospect St	1	126
3/23/2024 20:49:06	joanna elliott	173 Starr farm rx	4	127
3/21/2024 18:31:51	Joanne Ramundo	43 Elmwood Ave #305 Burlington VT 05401	3	128

3/16/2024 15:08:53	Joanne Tetsill	237 Loomis St	1	129
3/16/2024 15:12:08	Jocelyn Cronin	17 Booth Street	2	130
3/25/2024 7:19:17	Johanne Larson	50 CHARLOTTE ST, Burlington VT	5	131
3/23/2024 16:37:40	Johannes Ziegler	32 Converse Ct	3	132
3/20/2024 8:01:25	John C. Drake	37 Bilodeau Ct., Burlington, VT	1	133
3/22/2024 16:50:12	John Cane	33 Bilodeau Pkwy	1	134
3/23/2024 17:56:17	John Freeman	220 Loomis St. Burlington, Vt.	1	135
3/23/2024 6:53:12	John Leonard	473 North Street	1	136
3/18/2024 11:59:45	John Wadhams	401 S Union St	6	137
3/22/2024 18:26:04	Judi Schwartz	28 Booth St, Burlington, VT	2	138
3/17/2024 10:44:47	Judith L. Satinsky	58A Wright Avenue, Burlington, VT 05401	5	139
3/21/2024 20:34:32	Julia Lynam	412 North Street, Burlington VT 05401	1	140
3/18/2024 11:01:26	Julie Senesac	47 Bittersweet Lane	5	141
3/18/2024 14:54:11	Julie Springer	29 Wilson Street	1	142
3/20/2024 9:28:02	Julie Wasserman	33 Prospect Hill, Burlington VT 05401	1	143
3/22/2024 2:26:00	Kai Mikkel Forlie	27 Germain Street, Burlington	1	144
3/18/2024 15:57:50	karen dawson	58 Wright Ave	5	145
3/24/2024 8:11:18	Karen Huber	254 Ledgewood Circle	5	146
3/21/2024 16:53:57	Karen Tufano	40 school st, Burlington	2	147
3/21/2024 21:13:18	Karl Lukhaup	25 Russell St	2	148
3/24/2024 16:44:49	Kate Larson	54 Caroline Street Burlington VT 05401	5	149
3/17/2024 13:08:35	Kate McDowell	170 Dale Rd	4	150
3/18/2024 17:55:12	Kate pastore	16 Wilson street, Burlington, VT	1	151
3/16/2024 21:09:27	Kate Strotmeyer	81 Henry St	1	152
3/20/2024 10:09:51	Katherine Verman	522 North Street, Burlington	1	153
3/18/2024 9:49:48	Kathleen Baldwin	132 North Prospect St Burlington VT 05401	1	154
3/16/2024 17:05:35	Kathleen Donohue	96 Henry St. Burlington, VT	1	155
3/17/2024 16:21:02	Kathleen Olwell	136 N. Prospect St.	1	156
3/20/2024 11:39:04	Kathryn Cartularo	88 Robinson Parkway	6	157
3/15/2024 16:48:22	Kathy Neilsen	25 Wilson Street	1	158
3/17/2024 8:39:02	Katie Lay	434 North Street, Burlington, VT 05401	1	159
3/22/2024 18:11:04	Keith Pillsbury	25 University Terrace	6	160
3/24/2024 9:59:19	Kelly Whitney	464 North St	1	161
3/23/2024 7:50:42	Kenneth Sicard	79 Central Ave Burlington VT 05401	5	162
3/23/2024 18:07:57	Kevin Grace	24 Scarff Ave Burlington, vt 05401	5	163
3/23/2024 14:31:03	Kevin Trainor	16 Converse Ct	3	164
3/18/2024 10:24:23	Kimberly Price	146 N. Prospect Street Burlington VT 05401	1	165
3/23/2024 13:50:07	Kit Andrews	235 Park St, #1	2	166
3/24/2024 20:30:54	Kitty Bartlett	80 Central Avenue Burlington VT 05401	5	167
3/25/2024 7:30:19	Korin Zigler	19 Booth Street	2	168
3/23/2024 20:33:01	Kristen Chutter-Cressy	167 Ferguson Ave, Burlington	5	169
3/24/2024 7:39:34	Laima Harmon	264 S. Cove Rd, Burlington, VT 05401	5	170
3/23/2024 7:29:28	Larry Miller	73 Charlotte Street	5	171
3/23/2024 2:17:24	Laura Hollowell	102 Charlotte Street	5	172
3/23/2024 14:53:50	Laura Massell	49 Bayview St	6	173
3/18/2024 13:29:02	Laura Standard	22 Wilson Street, Burlington, VT 05401	1	174

3/22/2024 22:19:05	Liisa Reimann	24 Marshall Drive, Burlington	7	175
3/18/2024 22:31:37	Linda Berlin	125 Robinson Pkwy., Burlington, VT 05401	6	176
3/24/2024 20:10:02	Linda Fersing	14 Harbor Watch RD.	5	177
3/23/2024 16:04:33	Linda Looney	60 Green Acres Drive	4	178
3/23/2024 16:17:12	Linda Sheehy	139 Mansfield Ave	1	179
3/17/2024 10:46:13	Lindsay goldsmith	229 Loomis st, Burlington	1	180
3/23/2024 16:40:45	Lindsey M. Huddle	34 N. Williams St., Burlington, VT 05401	1	181
3/17/2024 12:12:45	Linsey Brunner	53 Harrison Ave. Burlington VT 05401	5	182
3/16/2024 20:30:33	Lisa k Lax	42 Thibault. Pkwy	1	183
3/23/2024 16:38:49	Lizzy Sheehan	37 Bright Street #105 Burlington 05401	2	184
3/16/2024 5:44:30	Madeleine Posig	87 Hungerford Terrace	8	185
3/22/2024 17:21:32	Mara R. Saule	43 Prospect Hill	1	186
3/17/2024 12:04:06	Margaret C Conant	69 Mansfield Ave	1	187
3/20/2024 9:23:25	Margaret McNeil	81 Ferguson Ave	5	188
3/17/2024 18:05:17	Marguerite Ashman	545 South Prospect St., Unit 39, Burlington, VT 05401	6	189
3/25/2024 7:56:31	Maria Sciancalepore	21 N Williams St.	1	190
3/19/2024 14:44:28	Maribeth Long	24 Elm Terrace #1	6	191
3/24/2024 20:30:45	Marika Massey-Bierman	86 Brookes Ave, Burlington, VT, 05401	1	192
3/25/2024 8:56:29	Marilyn Richardson	14 Gove Ct	5	193
3/21/2024 18:54:27	Mark Bouton	36 Dunder Rd	5	194
3/24/2024 11:56:08	Mark Langan	170 Loomis Street	1	195
3/19/2024 12:59:33	MARK STEPHENSON	2 Tower Terrace	6	196
3/21/2024 8:30:56	Mary Charlebois	56 SOUTH STREET	6	197
3/20/2024 12:55:43	Mary Elizabeth McNeil	304 Redrock Dr Burlington, Vermont 05401	5	198
3/19/2024 18:05:25	Mary Ellen Howrigan	135 Robinson Pkwy	6	199
3/18/2024 15:08:59	Mary Grinnell	93 Robinson Parkway Burlington, Vermont	6	200
3/23/2024 22:12:49	Mary Hill	415 S. Willard Street	6	201
3/17/2024 19:14:46	Mary Moynihan	53 Henry Street	1	202
3/23/2024 17:01:11	Mary Pierce	21 N Williams St	1	203
3/18/2024 21:55:39	Matthew J. Moore	82 Henry Street, Burlington, VT	1	204
3/23/2024 21:54:12	Maureen Fry	57-59 Lakeside Ave BVT	5	205
3/19/2024 10:06:40	Maureen McNeil	81 Ferguson Ave, Burlington, VT 05401	5	206
3/20/2024 22:57:58	Maureen T. Fry	57-59 Lakeside Ave, Burlington VT 05401	5	207
3/16/2024 13:21:54	Maxine Dudek	30 Henry St	1	208
3/19/2024 11:52:52	Mica DeAngelis	74 Bilodeau Ct, Burlington	1	209
3/15/2024 11:58:34	Michael Long	55 Henry Street	1	210
3/16/2024 14:41:53	Michelle Everleth	234 Loomis St Burlington VT	1	211
3/22/2024 11:26:27	Molly conant	26 Rose St, Burlington, VT	2	212
3/22/2024 8:32:37	Molly K. Langan	473 North Street, Burlington, VT 05401	1	213
3/18/2024 15:52:27	Molly Purvis	28 central ave Burlington VT 05401	5	214
3/19/2024 8:59:05	Monika Ivancic	24 Brandywine St., Burlington, VT 05408	7	215
3/21/2024 18:50:17	Nan Reid	49 Fletcher Place	1	216
3/23/2024 10:08:43	Nan Stout	52 Southwind Drive	5	217
3/24/2024 8:21:41	Nancy Georgy	360 Pearl St Apt 301 Burlington VT 05401	1	218
3/22/2024 7:23:15	Nancy Jean Nesbitt	236 South Prospect Street	6	219
3/22/2024 17:06:16	Nancy Kaplan	49 Mansfield Ave	1	220

3/17/2024 17:16:45	Nancy Kirby	339 colchestr avenue	1	221
3/22/2024 21:29:28	Nancy Strong	43 Beachcrest Drive	4	222
3/24/2024 21:42:16	Nathanial Millarhouse	1899 north ave, Burlington VT 05408	7	223
3/16/2024 16:36:50	Nick Molander	17 booth street	2	224
3/20/2024 13:25:16	Nico Perdrial	22 lafountain st	2	225
3/23/2024 16:41:32	Nicole Diebold	98 Brookes Ave, Burlington, VT 05401	1	226
3/16/2024 21:40:04	Nikola Goricikova	237 Loomis St	1	227
3/22/2024 19:29:56	Nina Mazuzan	82 East Ave	1	228
3/25/2024 7:20:09	Norman Larson	50 Charlotte Street Burlington VT	5	229
3/17/2024 22:45:43	Norman ward	832 S Prospect St	6	230
3/22/2024 18:32:35	Olga Benina	179 Bayberry Cur Unit 210 Burlington VT 05401	1	231
3/16/2024 15:14:31	Pamela Moreau	61 Henry Street	1	232
3/24/2024 8:46:21	Pamela Shea	129 Cross Parkway	4	233
3/18/2024 13:13:38	Patricia King	832 South Prospect St	6	234
3/15/2024 11:09:37	Paul Bierman	86 Brookes Ave	1	235
3/17/2024 11:07:31	Paul Wallace	53 lakeside Avenue	5	236
3/22/2024 23:22:13	Peg Boyle Single	58 Case Parkway Burlington, VT	1	237
3/21/2024 17:17:21	Peggy O'Neill-Vivanco	52 Overlake Park, Burlington, VT	6	238
3/22/2024 22:54:47	Peter Lackowski	5 EastVillage Drive	1	239
3/19/2024 21:19:44	Peter Miller	25 Harbor Watch Road, Burlington, VT 05401	5	240
3/21/2024 10:51:50	Philip Nguyen	63 Hyde St Apt 1, Burlington VT 05401	2	241
3/19/2024 6:42:47	Phyllis Palmer	112 Curtis Ave	4	242
3/16/2024 17:41:41	Raquel Aronhime	73 Mansfield Ave	1	243
3/18/2024 15:49:32	Rebecca Galvin	67 Wright Ave	5	244
3/21/2024 17:01:57	Rebecca Laughlin	210 Loomis Street	1	245
3/17/2024 11:13:01	Rebecca Wallace	53 Lakeside Avenue	5	246
3/20/2024 18:29:52	Renate Adamowicz	35 Spruce St, Burlington, VT 05401	6	247
3/16/2024 15:59:14	Rhonda Kost	44 Brookes Ave	1	248
3/16/2024 17:06:06	Rich Price	146 N Prospect St	1	249
3/22/2024 18:48:22	Richard Cusick	54 Bilodeau Ct, Burlington, VT 05401	1	250
3/17/2024 13:26:06	Richard D. Hecht	235 Loomis Street, Burlington, VT 05401	1	251
3/22/2024 17:07:25	Richard Single	58 Case Parkway	1	252
3/18/2024 22:29:37	Robert Fardelmann	125 Robinson Pkwy., Burlington, VT 05401	6	253
3/17/2024 15:27:57	Robert K. Butani	31 FLETCHER PL	1	254
3/20/2024 22:17:11	Roberto Fitzgerald	17 Prospect Hill	1	255
3/24/2024 16:28:06	Roger Lambert	50 Ledgemere Street	5	256
3/23/2024 17:02:58	Ronald Wanamaker	462 S. Willard St.	6	257
3/21/2024 19:05:00	rowan mccurdy	318 north street burlington vt	3	258
3/20/2024 8:01:25	Ruth E. Drake	37 Bilodeau Ct., Burlington, VT	1	259
3/18/2024 10:54:05	Sam Standard	22 Wilson St., Burlington, VT 05401	1	260
3/23/2024 15:54:46	Samuel Press	40 Booth Street Burlington Vermont	2	261
3/24/2024 9:11:59	Sandra Short	335 Ledgewood Circle #106	5	262
3/16/2024 20:14:16	Sandy Wynne	137 Mansfield Ave. Burlington VT 05401	1	263
3/19/2024 17:12:53	Sara Anderson	78 Harrison Ave Burlington, Vermont 05401	5	264
3/23/2024 14:43:27	Sarah McCarthy	38 Pennington Dr, Burlington VT 05408	7	265
3/17/2024 10:47:58	Scott A Tobias	73 Mansfield Ave	1	266

3/18/2024 14:32:15	scott d Baldwin	132 North Prospect	1	267
3/18/2024 14:05:28	Scott K. Springer	29 Wilson Street, Burlington, VT 05401	1	268
3/24/2024 18:36:57	Scott Raymond	24 Elm Terrace, Burlington, VT 05401	6	269
3/15/2024 18:07:39	Scott W Connolly	54 Brookes Ave	1	270
3/18/2024 11:00:54	Scott W Richards	96 Henry St, Burlington VT	1	271
3/22/2024 22:34:22	Shannon Watson	Dodds Court	4	272
3/17/2024 10:43:44	Sharon Panitch	235 Loomis St, Burlington 05401	1	273
3/22/2024 17:36:02	Sharyl Green	5 East Village Drive Burlington VT 05401	1	274
3/22/2024 22:59:23	Signe Daly	501 North Street, Burlington	1	275
3/21/2024 11:01:27	Skye Ellcock	32 Russell St, Burlington, VT 05401	2	276
3/23/2024 20:28:26	Stephanie C. Auge and Jorg Auge	46 Dunder Rd, Burlington	5	277
3/16/2024 14:43:45	Stephen Trull	234 Loomis St burlington vt 05401	1	278
3/17/2024 10:45:09	Stephen W Conant	69 Mansfield ave	1	279
3/23/2024 15:53:52	Sue Griessel	40 Booth Street Burlington Vermont	2	280
3/22/2024 21:18:14	Susan Ames	41 Blodeau Pkwy	1	281
3/17/2024 16:02:47	Susan Butani	31 Fletcher Place	1	282
3/23/2024 20:25:08	Susan Caloggero	62 Southwind Drive	5	283
3/23/2024 17:16:45	Susan Comerford	140 Wells Street	5	284
3/21/2024 20:11:26	Susan Hillyard	43 High Grove Court Burlington VT	1	285
3/18/2024 21:15:09	Susie Moakley	82 Henry Street, Burlington, VT 05401	1	286
3/24/2024 21:14:28	Suzanne Friedberg	280 Ledgewood Circle, #104	5	287
3/20/2024 17:58:23	Suzanne LeGault-Bouton	36 Dunder Rd	5	288
3/17/2024 15:03:01	Suzanne Stimik	24 Dunder rd Burlington vt	5	289
3/23/2024 17:09:11	Suzie McKenzie	269 North street	3	290
3/24/2024 21:07:39	Sydney Mahnke	60 Grove St Burlington	1	291
3/23/2024 17:45:11	Sydney stegman	42 oak st. Apt 2 Burlington	2	292
3/23/2024 23:13:26	Terrance McGrath	4 Shelburne Rd., Burlington, Vermont 05401	6	293
3/18/2024 9:44:53	Thomas Anton Freiheit	14 Central Ave	5	294
3/16/2024 22:59:29	Thomas C Buck	61 Henry Street	1	295
3/24/2024 20:48:02	Todd Schlossberg	166 Loomis Street	1	296
3/20/2024 13:02:53	Valerie Esposito	75 Henry St., Burlington VT	1	297
3/16/2024 15:19:26	Valerie Racine	38 Latham Court	2	298
3/17/2024 22:16:31	W. Greg Hancock	69 Henry St, Burlington VT	1	299
3/19/2024 6:41:40	Wallace R Elliott	112 Curtis Ave	4	300
3/16/2024 13:35:53	William Neilsen	25 Wilson Street, Burlington, Vermont	1	301
3/23/2024 16:28:45	William Pearson	289 Ledgewood Cir #108	5	302
3/23/2024 23:10:35	Winifred McCarthy Don	117 Richardson Street	5	303

**ELI-45**

Entertainment License -
Indoor

Status: Active

Submitted On: 1/24/2024

Primary Location

208-212 North Winooski
Avenue
Burlington, VT 05401

Owner

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

Applicant

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

Establishment Information

Establishment Name (DBA) *

Taco Gordo

Establishment Street Address*

208 North Winooski Ave

Establishment City, State Zip*

Burlington, VT 05401

Establishment Phone*

802-540-0770

Establishment Owner (Legal Name) *

Charles Anthony Sizemore

Legal Owner Mailing Street Address*

9B Crombie St

Legal Owner Mailing City, State Zip*

Burlington, VT 05401

Contact Person Name*

Charles Anthony Sizemore

Contact Email Address*

charlie@tacogordovt.com

Contact Phone*

802-881-1691

Application Information

Occupant Load*

89

Number of Restrooms*

2

Number of Egresses*

2

Date of Last Fire Safety Inspection*

08/09/2023

Dancing by Patrons*

Yes

Amplified Music*

Yes

Indoor entertainment Types; Check all that Apply

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

Indoor Entertainment Proposed Days; Check all that Apply

Sunday☐**Monday**☐

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

Indoor Entertainment Hours

Thursday Start Time*

10:00 PM

Thursday End Time*

2:00 AM

Friday Start Time*

10:00 PM

Friday End Time*

2:00 AM

Saturday Start Time*

10:00 PM

Saturday End Time*

2:00 AM

Changes or Corrections to your License Application

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

*

—

VT Division of Liquor Control Licenses

First Class Liquor License*

Yes

Second Class Liquor License*

No

Third Class Liquor License*

Yes

Outside Consumption Permit*

Yes

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

✓ Charles Anthony Sizemore
Jan 24, 2024

Certification

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

✓ Charles Anthony Sizemore
Jan 24, 2024

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

Establishment Information

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

Application Information

Occupant Load*

250

Number of Restrooms*

1

Number of Egresses*

2

Date of Last Fire Safety Inspection*

04/01/2023

Dancing by Patrons*

Yes

Amplified Music*

Yes

Indoor entertainment Types; Check all that Apply

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

Floor/Stage Show Entertainment Details:

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

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

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

Indoor Entertainment Proposed Days; Check all that Apply

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

Indoor Entertainment Hours

Thursday Start Time*

7:00 PM

Thursday End Time*

10:00 PM

Friday Start Time*

7:00 PM

Friday End Time*

11:00 PM

Saturday Start Time*

7:00 PM

Saturday End Time*

11:00 PM

Changes or Corrections to your License Application

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

*

No

VT Division of Liquor Control Licenses

First Class Liquor License*

No

Second Class Liquor License*

No

Third Class Liquor License*

No

Outside Consumption Permit*

No

Standard Entertainment Permit Conditions

I Attest that I have read the Standard Entertainment Permit Conditions

Digital Signature*

Benjamin Collette

Mar 8, 2024

Certification

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

☒ Benjamin Collette
Mar 8, 2024

Lori Olberg

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

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

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



City of Burlington, VT

Ben Collette commented on City Clerk's Office Review:

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

Where: 322 North Winooski Avenue

Type: Entertainment License - Indoor

Number: ELI-47

[View Details](#)



Powered by OpenGov

Resolution Relating to

GREEN MOUNTAIN TRANSIT FUNDING

RESOLUTION_____

Sponsor(s): TEUC
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, Green Mountain Transit’s (GMT) urban fixed route service provides over 2 million rides
2 a year to residents, workers, and visitors to Burlington and our surrounding communities, to include providing
3 the only transportation option to our most economically vulnerable citizens; and
4 WHEREAS, many of the State of Vermont's goals regarding equity, climate change, and traffic
5 reduction are dependent on accessible and frequent public transit provided by GMT’s urban service; and
6 WHEREAS, urban transit systems across the country are financially failing because of unprecedented
7 inflationary pressures on operating costs; and
8 WHEREAS, the operating costs for GMT’s urban system has increased by 34% over the past five
9 years despite a 10% decrease in service and a 19% reduction in non-operational staff; and
10 WHEREAS, the Report on Funding Sources for Public Transit Nonfederal Match presented to the
11 House and Senate Committees on Transportation in the Vermont Legislatures in January 2024 clearly
12 indicated that without intervention GMT would exhaust its remaining financial reserves, and have insufficient
13 funds to sustain current service levels in State Fiscal Year 2026; and
14 WHEREAS, H.868, an act relating to the fiscal year 2025 Transportation Program and miscellaneous
15 changes to laws related to transportation introduced by the House Committee on Transportation, takes no
16 action to prevent or delay GMT from exhausting its remaining financial reserves and having insufficient funds
17 to sustain current service levels in State Fiscal Year 2026; and
18 WHEREAS, urban service will need to be reduced by 29% in State Fiscal Year 2026 in order to
19 balance GMT’s budget for that year, which would be catastrophic both to riders and the GMT workforce; and
20 WHEREAS, GMT’s draft State Fiscal Year 2026 budget is due to municipalities in November 2024,
21 requiring GMT to begin service reduction planning now; and
22 WHEREAS, this reduction in service would likely lead to the loss of another \$2.2 million in federal
23 revenue attached to performance, requiring even further reductions in following years; and

WHEREAS, GMT's urban municipal members already pay the highest share of public transit costs of any municipalities in Vermont, funding 20% of the cost of service, unlike rural municipalities that are fully supported by the State of Vermont and generally contribute less than 10% of the cost of service; and

WHEREAS, GMT's urban service is the most cost effective, year-round public transit option in the Vermont, with a total cost per ride of \$6.00 compared to a \$18.66 for rural fixed route service; and

WHEREAS, GMT's urban service is the only public transit in Vermont where riders are expected to pay a fare and the State of Vermont has set revenue targets for fares; and

WHEREAS, GMT's urban routes serve some of Vermont's most racially and economically diverse communities, making having affordable and frequent service a necessity for many and essential for many others;

NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council calls on Burlington's and Chittenden County's State Representatives and State Senators to support the inclusion of the recommendations of the Report on Funding Sources for Public Transit Nonfederal Match into the transportation bill or other legislation so that Vermont's most successful mass transit operation can continue to remain financially viable; and

BE IT FURTHER RESOLVED that two of the funding sources identified in the study, an increase in the rental car tax and a vehicle registration fee addition, could be implemented solely within Chittenden County, addressing concerns of using state-wide revenue for service in a single county; and

BE IT FURTHER RESOLVED that Burlington City Council ask the City Clerk to transmit this resolution to the Chittenden County State Representatives and State Senators.

Resolution Relating to

GREEN MOUNTAIN TRANSIT FUNDING

RESOLUTION 7.3.

Sponsor(s): TEUC

Introduced: 03/25/24

Referred to: _____

Action: adopted

Date: 03/25/24

Signed by Mayor: 04/01/24

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, Green Mountain Transit's (GMT) urban fixed route service provides over 2 million rides
2 a year to residents, workers, and visitors to Burlington and our surrounding communities, to include providing
3 the only transportation option to our most economically vulnerable citizens; and

4 WHEREAS, many of the State of Vermont's goals regarding equity, climate change, and traffic
5 reduction are dependent on accessible and frequent public transit provided by GMT's urban service; and

6 WHEREAS, urban transit systems across the country are financially failing because of unprecedented
7 inflationary pressures on operating costs; and

8 WHEREAS, the operating costs for GMT's urban system has increased by 34% over the past five
9 years despite a 10% decrease in service and a 19% reduction in non-operational staff; and

10 WHEREAS, the Report on Funding Sources for Public Transit Nonfederal Match presented to the
11 House and Senate Committees on Transportation in the Vermont Legislatures in January 2024 clearly
12 indicated that without intervention GMT would exhaust its remaining financial reserves, and have insufficient
13 funds to sustain current service levels in State Fiscal Year 2026; and

14 WHEREAS, H.868, an act relating to the fiscal year 2025 Transportation Program and miscellaneous
15 changes to laws related to transportation introduced by the House Committee on Transportation, takes no
16 action to prevent or delay GMT from exhausting its remaining financial reserves and having insufficient funds
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18 WHEREAS, urban service will need to be reduced by 29% in State Fiscal Year 2026 in order to
19 balance GMT's budget for that year, which would be catastrophic both to riders and the GMT workforce; and

20 WHEREAS, GMT's draft State Fiscal Year 2026 budget is due to municipalities in November 2024,
21 requiring GMT to begin service reduction planning now; and

22 WHEREAS, this reduction in service would likely lead to the loss of another \$2.2 million in federal
23 revenue attached to performance, requiring even further reductions in following years; and

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20

..... Clerk

Approved....., 20

..... Mayor

Vol. Page

* * * * *

WHEREAS, GMT's urban municipal members already pay the highest share of public transit costs of any municipalities in Vermont, funding 20% of the cost of service, unlike rural municipalities that are fully supported by the State of Vermont and generally contribute less than 10% of the cost of service; and

WHEREAS, GMT's urban service is the most cost effective, year-round public transit option in the Vermont, with a total cost per ride of \$6.00 compared to a \$18.66 for rural fixed route service; and

WHEREAS, GMT's urban service is the only public transit in Vermont where riders are expected to pay a fare and the State of Vermont has set revenue targets for fares; and

WHEREAS, GMT's urban routes serve some of Vermont's most racially and economically diverse communities, making having affordable and frequent service a necessity for many and essential for many others;

NOW, THEREFORE, BE IT RESOLVED that the Burlington City Council calls on Burlington's and Chittenden County's State Representatives and State Senators to support the inclusion of the recommendations of the Report on Funding Sources for Public Transit Nonfederal Match into the transportation bill or other legislation so that Vermont's most successful mass transit operation can continue to remain financially viable; and

BE IT FURTHER RESOLVED that two of the funding sources identified in the study, an increase in the rental car tax and a vehicle registration fee addition, could be implemented solely within Chittenden County, addressing concerns of using state-wide revenue for service in a single county; and

BE IT FURTHER RESOLVED that Burlington City Council ask the City Clerk to transmit this resolution to the Chittenden County State Representatives and State Senators.

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

Chittenden County State Representatives/
Senators

ORIGINAL

RESOLUTION RELATING TO

Green Mountain Transit Funding.....

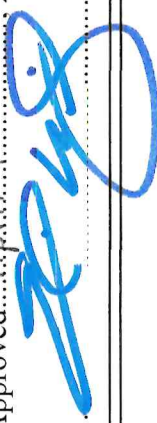
.....

.....

Adopted by the City Council

March 25....., 2024.....

..... Clerk

Approved..... April 1..... 2024.....
..... Mayor

Vol. Page

Attest:

Lori Olberg
Licensing and Records Coordinator

* * * * *

Resolution Relating to

HOUSING TRUST FUND (HTF) ADMINISTRATIVE
UPDATES

RESOLUTION_____

Sponsor(s): Councilors Carpenter,
Magee
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....
Resolved by the City Council of the City of Burlington, as follows:

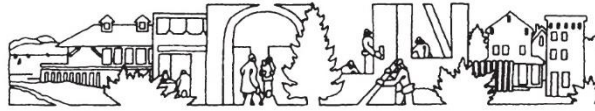
1 That WHEREAS, on June 27, 1988 the City Council passed an ordinance providing for the establishment of
2 a Housing Trust Fund; and
3 WHEREAS, that ordinance, which is specified in Chapter 18, Article VI, Section 18-400 to Sec. 18-
4 404 of the Code of Ordinances, sets forth the responsibilities of the Manager of the Housing Trust Fund with
5 the provision that such Manager is “subject to the orders of the City Council”; and
6 WHEREAS, on June 27, 1988, the City Council adopted a resolution that established specific “orders”
7 relative to the management of the Housing Trust Fund; and
8 WHEREAS, the above-referenced resolution prescribed no more than fifteen (15) percent of the
9 Housing Trust Fund’s total annual distribution of funds shall cover the costs of the Housing Trust Fund’s own
10 operations (“Housing Trust Fund Administration Funds”); and
11 WHEREAS, dedicated Housing Trust Fund funds have increased due to the addition of short-term
12 rental tax revenue, increases in the tax rate for the housing trust fund, and Inclusionary Zoning payments in
13 lieu; and
14 WHEREAS, on September 3, 2002, the City Council adopted a resolution (“the 2002 Resolution”) that
15 clarified certain orders to govern the operation and activity of the Housing Trust Fund; and
16 WHEREAS, housing needs of households with “very low incomes” and “low incomes” have increased
17 substantially since 2002, especially an increase in the number of persons experiencing homelessness without a
18 corresponding availability of funding for the city’s efforts to address housing needs of residents or persons
19 who are unhoused; and
20 WHEREAS, the City has no other source of funding to address these increased needs for low and very
21 low income residents and the Housing Trust Fund Administration Funds are the best source to ensure that
22 these needs are adequately addressed;
23 NOW, THEREFORE, BE IT RESOLVED that this resolution serves as an addendum and addition to
24 the resolution adopted by the City Council on September, 3, 2002; and it serves as a referral to the City

25 Council Ordinance Committee for development of an ordinance amendment to expand the eligible uses of
26 Housing Trust Funds to include homeless shelters that do not meet the current Housing Trust Funds ordinance
27 requirement for permanent affordability; and

28 BE IT FURTHER RESOLVED that Order No. 2 set forth in the 2002 Resolution is amended and
29 restated as follows:

30 “No more than fifteen (15) percent of the Housing Trust Fund’s total annual distribution of funds shall
31 cover the costs of the Housing Trust Fund’s own operations and activities within the Community &
32 Economic Development Office that directly benefit the housing needs of households with very low and
33 low incomes.”

34
35
36 TR/Resolutions 2024/Housing Trust Fund (HTF) Administrative Updates
37 03/21/24



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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

MEMORANDUM

TO: Mayor Miro Weinberger
City Council

FROM: Brian Pine, Community & Economic Development Office (CEDO) Director
Todd Rawlings, CEDO Assistant Director, Grants & Finance
Rebeka Lawrence-Gomez, CEDO Housing Programs Manager

DATE: March 25, 2024

RE: Housing Trust Fund (HTF) Administrative Updates Resolution

Summary

We are requesting the attached resolution in order to enable CEDO to carry out the critical work around housing and homelessness consistent with our mandate in the City Charter.

The Housing Trust Fund has seen a significant increase in funding from averages of \$206,302 from 1990 to 2015, \$356,005 from 2016 to 2022, \$826,767 in FY23, and approximately \$1.4 million in estimated revenue for FY24. This increase comes at a time when Burlington faces significant new challenges around homelessness and rising costs of creating new affordable housing. The City's ability to respond has been constrained by the steady erosion of federal funding in the core programs of the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME). Specifically, after adjusting for inflation, CEDO currently receives approximately 33% of this core funding compared to CDBG and HOME awards received in 2001. This trend has been partially mitigated by the influx of one-time federal Urban Development Action Grant (UDAG) and American Rescue Plan Act (ARPA) funds which are expected to be depleted in the coming City fiscal year.

The scale of this simultaneous increase in both need and availability of Housing Trust Funds has prompted a reconsideration about how the City might use these new resources to address housing needs in Burlington, CEDO's reliance on dwindling and, in some cases, disappearing grant funding requires more that in order to avoid the loss of key staff supporting affordable housing and homelessness in Burlington in FY25 and beyond, CEDO must have the flexibility to use HTF administration funds to maintain critical services.

Background

The 1980's saw declining federal funding to states and municipalities for affordable housing development, so in 1988 Burlington created the Housing Trust Fund to ensure that the City had local resources to support the creation and preservation of affordable housing. The primary source of funds for the HTF throughout most of its history had been through the municipal portion of the property tax, specifically \$.01 per \$1,000 of assessed value approved by the voters in March 1989. By ordinance, annual HTF funding decisions are made through the Housing Trust Fund Administrative Committee. This committee is composed of the Chair of the CDNR

Committee, CEDO Director and an appointee of the Mayor. The CEDO Director also serves as the Housing Trust Fund Manager.

There are two components to this resolution: the first enables CEDO to access HTF funds for staff costs to address a broad spectrum of affordable housing needs for low-income residents to include housing, shelter, and services for those experiencing homelessness; and second to seek referral to the City Council Ordinance Committee to consider expanding eligible uses of HTF funds to include shelter that does not meet the current HTF ordinance requirement for permanent affordability.

Ordinance Limitations on Funding

The following inform the existing structure of HTF operations:

- Original Housing Trust Fund ordinance is dated June 27, 1988
- Aldermanic Community Development Committee adopted Rules and Procedures for the Housing Trust Fund dated September 27, 1989
- City Council Resolution to clarify allocation of HTF monies under the categories of Projects, Capacity and Administration dated September 9, 2002

Conclusion

The City Council HTF Resolution dated September 3, 2002 requires that “no more than fifteen (15) percent of the Housing Trust Fund’s annual distribution of funds shall cover the costs of the Housing Trust Funds’ own operations.”

Given the increase in HTF revenues as well as the need to maintain CEDO staff who support affordable housing and homelessness the City recommends approving the attached resolution that states “No more than fifteen (15) percent of the Housing Trust Fund’s total annual distribution of funds shall cover the costs of the Housing Trust Fund’s own operations and activities within the Community & Economic Development Office that directly benefit the housing needs of households with very low and low incomes.”

Recommendations

Staff recommends that the City Council approve and adopt the proposed resolution amending Order No. 2 of the City Council HTF Resolution, dated September 3, 2002. In addition, the proposed resolution recommends referral to the City Council Ordinance Committee for development of an ordinance amendment to expand the eligible uses of Housing Trust Funds to include homeless shelters that do not meet the current Housing Trust Funds ordinance requirement for permanent affordability.

Board of Finance and City Council Submission ChecklistDepartment: CEDO Submitter: Todd RawlingsTitle/Subject: Housing Trust Fund Resolution Memo and Resolution

	Approval:	Meeting Date:
☐	Board of Finance	
☒	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	3/18/2024	approved
Mayor's Office informed and approved memo	Yes	3/21/2024	approved
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	3/21/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	3/20/2024	approved
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?	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?	Yes	Final version to come from City Attorney's Office
If for submission to Council, are sponsors identified?	No	Click or tap here to enter text.

Resolution Relating to

HOUSING TRUST FUND (HTF) ADMINISTRATIVE
UPDATES

RESOLUTION 7.4.

Sponsor(s): Councilors Carpenter,
Magee

Introduced: 03/25/24

Referred to:

Action: adopted

Date: 03/25/24

Signed by Mayor: 04/01/24

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four.....

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, on June 27, 1988 the City Council passed an ordinance providing for the establishment of
2 a Housing Trust Fund; and

3 WHEREAS, that ordinance, which is specified in Chapter 18, Article VI, Section 18-400 to Sec. 18-
4 404 of the Code of Ordinances, sets forth the responsibilities of the Manager of the Housing Trust Fund with
5 the provision that such Manager is “subject to the orders of the City Council”; and

6 WHEREAS, on June 27, 1988, the City Council adopted a resolution that established specific “orders”
7 relative to the management of the Housing Trust Fund; and

8 WHEREAS, the above-referenced resolution prescribed no more than fifteen (15) percent of the
9 Housing Trust Fund’s total annual distribution of funds shall cover the costs of the Housing Trust Fund’s own
10 operations (“Housing Trust Fund Administration Funds”); and

11 WHEREAS, dedicated Housing Trust Fund funds have increased due to the addition of short-term
12 rental tax revenue, increases in the tax rate for the housing trust fund, and Inclusionary Zoning payments in
13 lieu; and

14 WHEREAS, on September 3, 2002, the City Council adopted a resolution (“the 2002 Resolution”) that
15 clarified certain orders to govern the operation and activity of the Housing Trust Fund; and

16 WHEREAS, housing needs of households with “very low incomes” and “low incomes” have increased
17 substantially since 2002, especially an increase in the number of persons experiencing homelessness without a
18 corresponding availability of funding for the city’s efforts to address housing needs of residents or persons
19 who are unhoused; and

20 WHEREAS, the City has no other source of funding to address these increased needs for low and very
21 low income residents and the Housing Trust Fund Administration Funds are the best source to ensure that
22 these needs are adequately addressed;

23 NOW, THEREFORE, BE IT RESOLVED that this resolution serves as an addendum and addition to
24 the resolution adopted by the City Council on September, 3, 2002; and it serves as a referral to the City

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20
..... Clerk

Approved....., 20

..... Mayor

Vol. Page

Attest:

* * * * *

25 Council Ordinance Committee for development of an ordinance amendment to expand the eligible uses of
26 Housing Trust Funds to include homeless shelters that do not meet the current Housing Trust Funds ordinance
27 requirement for permanent affordability; and

28 BE IT FURTHER RESOLVED that Order No. 2 set forth in the 2002 Resolution is amended and
29 restated as follows:

30 “No more than fifteen (15) percent of the Housing Trust Fund’s total annual distribution of funds shall
31 cover the costs of the Housing Trust Fund’s own operations and activities within the Community &
32 Economic Development Office that directly benefit the housing needs of households with very low and
33 low incomes.”

34

35
36 TR/Resolutions 2024/Housing Trust Fund (HTF) Administrative Updates
37 03/21/24

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

CEDO Director Brian Pine
Ordinance Committee

ORIGINAL

RESOLUTION RELATING TO

Housing Trust Fund (HTF) Administrative Updates

.....
.....

Adopted by the City Council

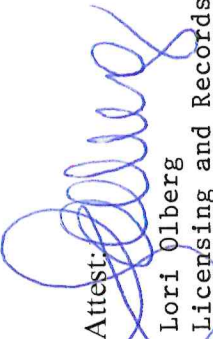
March 25, 20 24

 Clerk

Approved April 1, 20 24

 Mayor

Vol. Page

Attest:

Lori Olberg
Licensing and Records Coordinator

* * * * *

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.

PUBLIC HEARING NOTICE

Burlington Comprehensive Development Ordinance

Pursuant to 24 V.S.A. §4442 and §4444, notice is hereby given of a public hearing by the Burlington City Council to hear comments on the following proposed amendments to the City of Burlington's *Comprehensive Development Ordinance* (CDO):

ZA-24-02 Neighborhood Code ZA-24-02 Neighborhood Code Amendments 1-6

The public hearing will take place on **Monday, March 25, 2024 during the Regular City Council Meeting which begins at 5:30 pm in Contois Auditorium, Burlington City Hall, 149 Church Street, Burlington, VT or you may access the hearing/meeting as follows:**

On-line: <https://zoom.us/j/92511527405>
By telephone: +1 305 224 1968 US
Webinar ID: 925 1152 7405

Pursuant to the requirements of 24 V.S.A. §4444(b):

Statement of purpose:

The purpose of the proposed amendment is as follows:

- **ZA-24-02 Neighborhood Code** -- This amendment creates a new framework for the city's residential zoning districts that enables a range of housing types, including single-family, ADUs, duplex through four-unit developments, as well as townhouses and small multi-unit buildings in some locations. These amendments enable greater flexibility for existing homes as well as a range of housing options within neighborhoods, create new zoning standards along transportation corridors identified in *planBTV*, and comply with Act 47 of 2023 of the VT Legislature.
- **ZA-24-02 Amendment 1** – This amendment would reduce the allowable lot coverage in the Medium-Density Residential (RM) district to 55%.
- **ZA-24-02 Amendment 2** -- This amendment would reduce the maximum dwelling units per structure to 4 units in the RM district.
- **ZA-24-02 Amendment 3** – This amendment would apply the Residential Low Density (RL) district to residentially-zoned parcels with frontage on sections of Colchester Avenue and North Avenue, which were proposed to be within the proposed Residential Corridor District, due to wildlife sightings.
- **ZA-24-02 Amendment 4** – This amendment would apply the RL district to residentially-zoned parcels generally bounded by N. Willard St., Mansfield Avenue, Archibald St., and Pearl St, except for the first 200 ft. depth of the properties with street frontage on Pearl Street between N. Willard and N. Prospect which are in the proposed Residential Corridor District.

- **ZA-24-02 Amendment 5** – This amendment would change all RL districts to RM districts within the City.
- **ZA-24-02 Amendment 6** – This amendment is intended to increase compliance and accountability for permit applicants.

Geographic areas affected:

These amendments apply to the following areas of the city:

- **ZA-24-02 Neighborhood Code** -- All current residential zoning districts (RL, RL-W, RM, RM-W, and RH) within the city with additional changes to expand the residential districts into the following adjacent parcels:
 - 60 Austin Drive (057-2-112-000)
 - 2076 North Avenue (021-2-052-000)
- **ZA-24-02 Amendment 1** –All RM districts in the City.
- **ZA-24-02 Amendment 2** -- All RM districts in the City.
- **ZA-24-02 Amendment 3** – This amendment would apply to residentially-zoned parcels with frontage on sections of Colchester Avenue and North Avenue, which were proposed to be within the proposed Residential Corridor District.
- **ZA-24-02 Amendment 4** – This amendment would apply to residentially-zoned parcels generally bounded by N. Willard St., Mansfield Avenue, Archibald St., and Pearl St, except for the first 200 ft. depth of the properties with street frontage on Pearl Street between N. Willard and N. Prospect.
- **ZA-24-02 Amendment 5** – This amendment would apply to all RL districts within the City.
- **ZA-24-02 Amendment 6** – This amendment would apply to the entire City.

List of section headings affected:

The proposed amendments modify the following sections of the *Burlington Comprehensive Development Ordinance*:

- **ZA-24-02 Neighborhood Code** –
 - Sec. 4.3.1 Base Districts Established, Map 4.3.1-1 Base Zoning Districts;
 - Sec. 4.3.2 Overlay Districts Established;
 - Sec. 4.4.3, Enterprise Districts, including Table 4.4.3-1, Map 4.4.3-1 Enterprise Districts;
 - Sec. 4.4.5 Residential Districts; Map 4.4.5-1 Residential Zoning Districts; Tables 4.4.5-1, Minimum Lot Size and Frontage: RL, RL-W, RM and RM-W; Table 4.4.5-2, Base Residential Density; 4.4.5-3, Residential District Dimensional Standards; 4.4.5-5, Senior Housing Bonus; 4.4.5-7, Residential Conversion Bonus; 4.4.5-8, Maximum Density, Lot Coverage and Building Heights with Bonuses;
 - Map 4.4.6-1, Recreation, Conservation and Open Space Districts;
 - Sec. 4.5.1, Design Review Overlay District; Map 4.5.1-1; Design Review Overlay;

- Sec. 4.5.3, RH Density Bonus Overlay District and Map 4.5.3-1: RH Density Bonus Overlay
 - Sec. 4.5.4, Natural Resource Protection Overlay (NR) District; Map 4.5.4-1 Natural Resource Overlay District;
 - Sec. 4.5.5, RL Larger Lot Overlay District and Map 4.5.5-1, RL Larger Lot Overlay;
 - Sec. 4.5.6, Mouth of the River Overlay District and Map 4.5.6-1, Mouth of River Overlay;
 - Sec. 4.5.7, Centennial Woods Overlay District and Map 4.5.7-1, Centennial Woods Overlay;
 - Sec. 4.5.8, South End Innovation District Overlay, including Tables 4.5.8-1, 2 & 3, and Maps 4.5.8-1 and 4.5.8-2.
 - Sec. 5.2.1, Existing Small Lots;
 - Sec. 5.2.4 (a) Buildable Area Calculation;
 - Sec. 5.2.5 (b), Exceptions to Yard Setbacks Requirements;
 - Sec. 5.3.4, Nonconforming Uses;
 - Sec. 5.4.8, Historic Buildings and Sites;
 - Sec 5.4.12, Mobile Home Parks;
 - 6.2.2 (h) Design Review- Building Location and Orientation;
 - Sec. 6.3.2 (a), Relate development to its environment, and 6.3.2(a) 1. Architectural Review- Massing, Height and Scale;
 - Sec. 11.1.3 (PUD) General Requirements and Applicability and 11.1.4 (PUD) Modification of Requirements.;
 - Article 13- Definitions;
 - Appendix A- Use Table
- **ZA-24-02 Amendment 1** –Table 4.4.5-1 Lot Size, Frontage, Setback and Lot Coverage Standards in Residential Districts.
 - **ZA-24-02 Amendment 2** – Table 4.4.5-2 Principal & Secondary Structures Massing and Placement Standards in Residential Districts.
 - **ZA-24-02 Amendment 3** – Maps 4.3.1-1 Base Zoning Districts and 4.4.5-1 Residential Zoning Districts.
 - **ZA-24-02 Amendment 4** – Maps 4.3.1-1 Base Zoning Districts and 4.4.5-1 Residential Zoning Districts.
 - **ZA-24-02 Amendment 5** –Maps 4.3.1-1 Base Zoning Districts and 4.4.5-1 Residential Zoning Districts, and all references to the Residential Low Density (RL) District will be modified to reflect Residential Medium Density (RM) standards throughout the CDO.
 - **ZA-24-02 Amendment 6** – Sec. 2.7.8, Withhold Permit.

The full text of the *Burlington Comprehensive Development Ordinance* is available online at www.burlingtonvt.gov/DPI/CDO. Upon request, a hard copy of the proposed amendments can be viewed at the Clerk’s Office located on the second floor of City Hall, 149 Church Street, Burlington, Monday through Friday 8:00 a.m. to 4:30 p.m. or online at <https://www.burlingtonvt.gov/DPI/CDO/Amendments>.

CITY OF BURLINGTON

ORDINANCE

Sponsor: Office of City Planning,
Planning Commission, Council
Ordinance Committee

In the Year Two Thousand Twenty-Four

An Ordinance in Relation to

COMPREHENSIVE DEVELOPMENT ORDINANCE
ZA-24-02 Neighborhood Code, Part 1

Public Hearing Dates: _____
2/26/24, 3/25/24

First reading: 1/29/24

Referred to: _____

Rules suspended and placed in all
stages of passage: _____

Second reading: _____

Action: _____

Date: _____

Signed by Mayor: _____

Published: _____

Effective: _____

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

1 That Appendix A, Burlington Comprehensive Development Ordinance, of the Code of Ordinances of the
2 City of Burlington be and hereby is amended by amending Sec. 4.3.1 Base Districts Established; Map 4.3.1-1
3 Base Zoning Districts; Sec. 4.3.2 Overlay Districts Established; Map 4.4.3-1 Enterprise Districts; replaces
4 the entirety of Sec. 4.4.5 Residential Districts; Map 4.4.5-1 Residential Zoning Districts; replaces Tables
5 4.4.5-1, 4.4.5-2, 4.4.5-3, 4.4.5-5, 4.4.5-7, and 4.4.5-8 with new Tables 4.4.5-1 through 4.4.5-6; Map 4.4.6-1
6 Recreation, Conservation and Open Space Districts; Sec. 4.5.1 (b) Design Review Areas Covered; deletes
7 Sec. 4.5.3 RH Density Bonus Overlay District and Map 4.5.3-1; deletes Sec. 4.5.5 RL Larger Lot Overlay
8 District and Map 4.5.5-1; rennumbers Sec. 4.5.4 Natural Resource Protection Overlay (NR) District and Map
9 4.5.4-1 and updates internal references within this and other Sections with new numbering; rennumbers Sec.
10 4.5.6 Mouth of the River Overlay District and Map 4.5.6-1 and updates internal references within this and
11 other Sections with new numbering; rennumbers Sec. 4.5.7 Centennial Woods Overlay District and Map
12 4.5.7-1 and updates internal references within this and other Sections with new numbering; and rennumbers
13 Sec. 4.5.8 South End Innovation District and Maps 4.5.8-1 and 4.5.8-2 and updates internal references within
14 this and other Sections with new numbering; deletes standards associated with Sec. 5.2.1 Existing Small
15 Lots, and replaces it with a reserved section header; amends Sec. 5.2.4 (a) Buildable Area Calculation;
16 amends Sec. 5.2.5 (b) 7.; amends internal references to Sec. 4.4.5 and Article 4, Part 5 within Sec. 5.3.4, Sec.
17 5.4.8, and Sec 5.4.12 to be consistent with new section numbering; amends Sec. 6.2.2 (h) Design Review-
18 Building Location and Orientation; amends Sec. 6.3.2 (a) 1. Architectural Review- Massing, Height and
19 Scale; amends Sec. 11.1.3 and 11.1.4 regarding standards for Planned Unit Development; amends Article 13-
20 Definitions; and amends Appendix A- Use Table thereof to read as follows:

21

Article 4: Zoning Maps and Districts**PART 3: ZONING DISTRICTS ESTABLISHED****Sec. 4.3.1 Base Districts Established**

The following zoning districts are hereby established as illustrated in Map 4.3.1-1 and further described in Part 4 below.

(a) - (d) *As Written.*

(e) A series of ~~five (5)~~four (4) **Residential** districts: (*see Sec. 4.4.5*)

- Residential Corridor (RC);
- Residential High ~~Density-Intensity Residential~~ (RH);
- Residential Medium ~~Density-Intensity Residential~~ (RM); and
- ~~Medium Density Residential Waterfront (RM-W);~~
- Residential Low ~~Density-Intensity~~ (RL); and;
- ~~Residential Low Density Waterfront (RL-W);~~

(f) - (g) *As Written.*

Sec. 4.3.2 Overlay Districts Established

Overlay districts are overlaid upon the base districts established above, and modify certain specified development requirements and standards of the underlying base district. Properties within an Overlay District may be used and developed in a manner permitted in the underlying district only if and to the extent such use or alteration is permitted as may be modified by the applicable overlay district. The following districts are established as overlay districts as further described in Part 5 below:

(a) - (b) *As Written.*

~~(c) An RH Density Bonus Overlay (RHDB) district;~~

(c) (d)—A series of four (4) **Natural Resource Protection Overlay (NR)** districts, as follows:

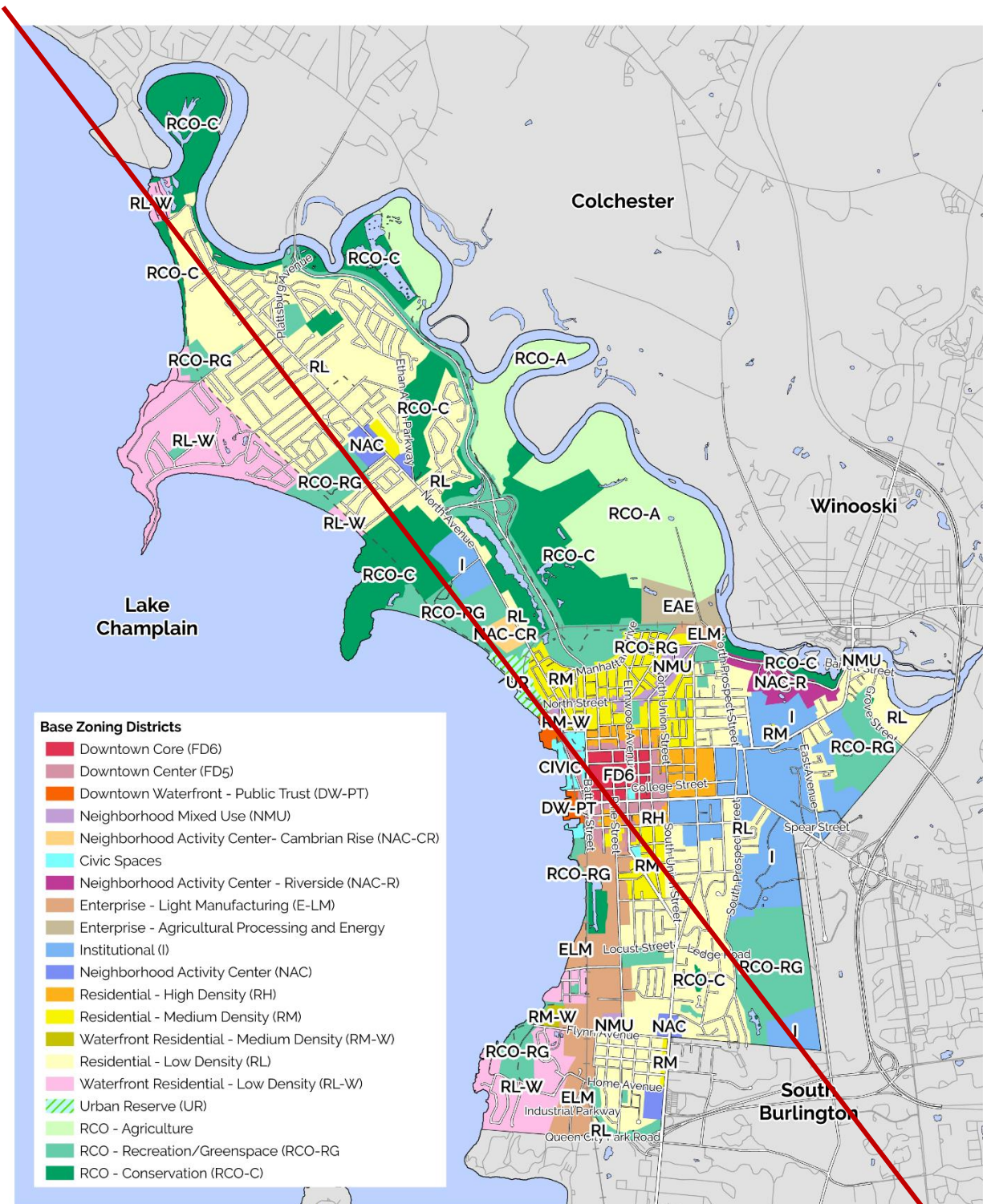
- Riparian and Littoral Conservation Zone;
- Wetland Protection Zone;
- Natural Areas Zone; and
- Special Flood Hazard Area;

~~(e) A RL Larger Lot Overlay (RLLL) district;~~

(d) (f)—A **Mouth of the River Overlay (MOR)** district; ~~and;~~

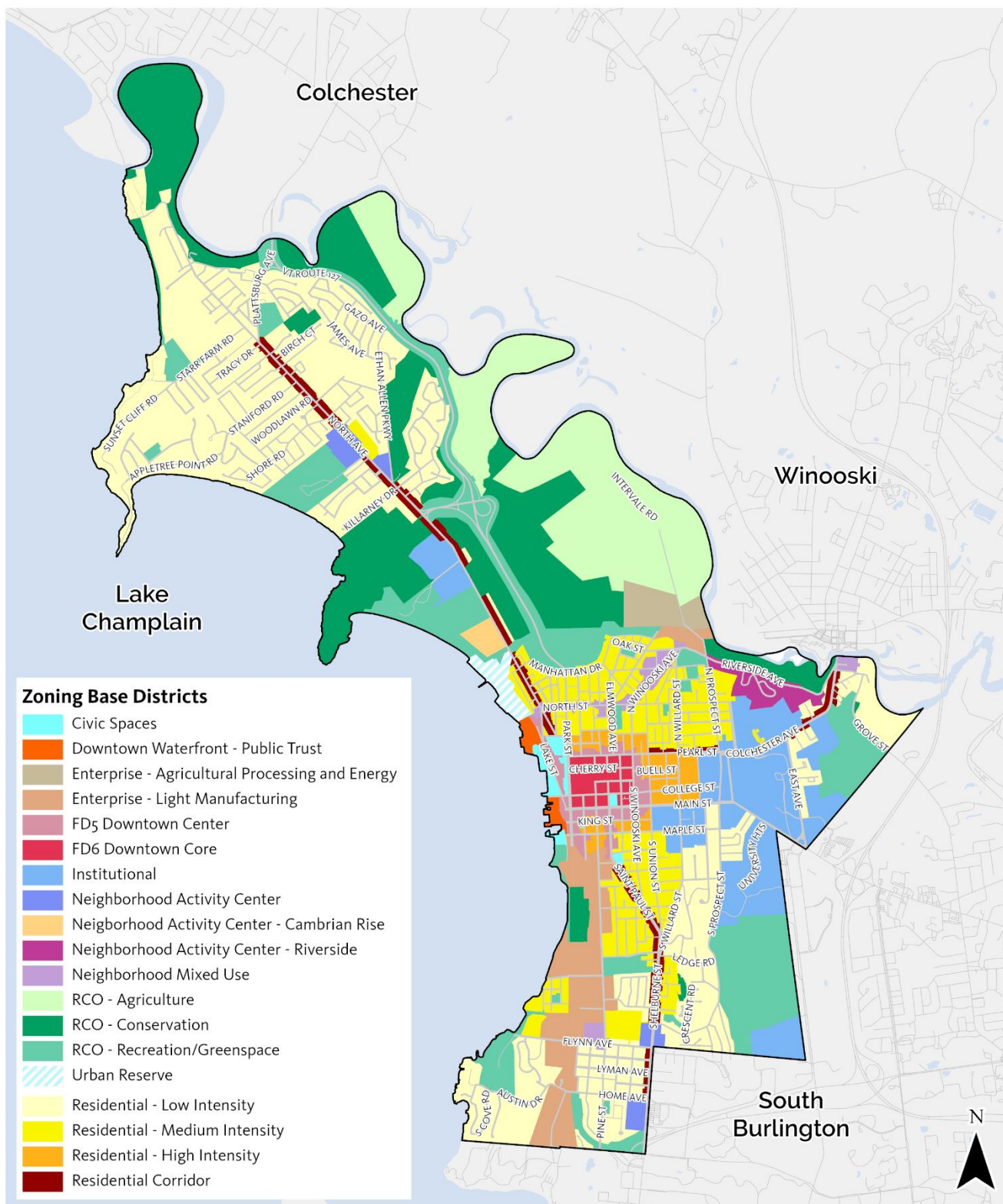
(e) (g)—A **Centennial Woods Overlay (CWO)** district; and.

(f) A South End Innovation District Overlay.



Base Zoning Districts Map

Burlington Comprehensive Development Ordinance, Map 4.31-1
Districts effective Jan. 30, 2008 with amendments effective 10-19-2022 (ZA-22-03)



Map 4.3.1-1 Base Zoning Districts

PART 4: BASE ZONING DISTRICT REGULATIONS

Sec. 4.4.3 Enterprise Districts

(a) As Written.

(b) Dimensional Standards and Density As Written.

Table 4.4.3 -1 Dimensional Standards and Density

Districts	Max. Intensity (floor area ratio ^{1, 4})	Max. Lot Coverage ^{1, 4}	Minimum Building Setbacks ^{1, 4} (feet)			Max. Height ^{1, 4} (feet)
			Front	Side	Rear ³	
Light Manufacturing	2.0 FAR	80%	5 min	0 ²	10% ²	45'
Agricultural Processing and Energy	0.75 FAR	60%	10 min	10 min	10 min	45'

1 – 3 As written.

4 – Maximum intensity, lot coverage, setbacks and building height in portions of the E-LM district are modified by provisions of the South End Innovation District overlay (~~E~~-SEID) in Sec. 4.5.~~68~~.

(c) Permitted and Conditional Uses:

1. - 2. As Written.
3. Uses that may be permitted, or conditionally permitted within the South End Innovation District overlay (SEID) are identified on Table ~~4.5.8-3~~ 4.5.6-3.

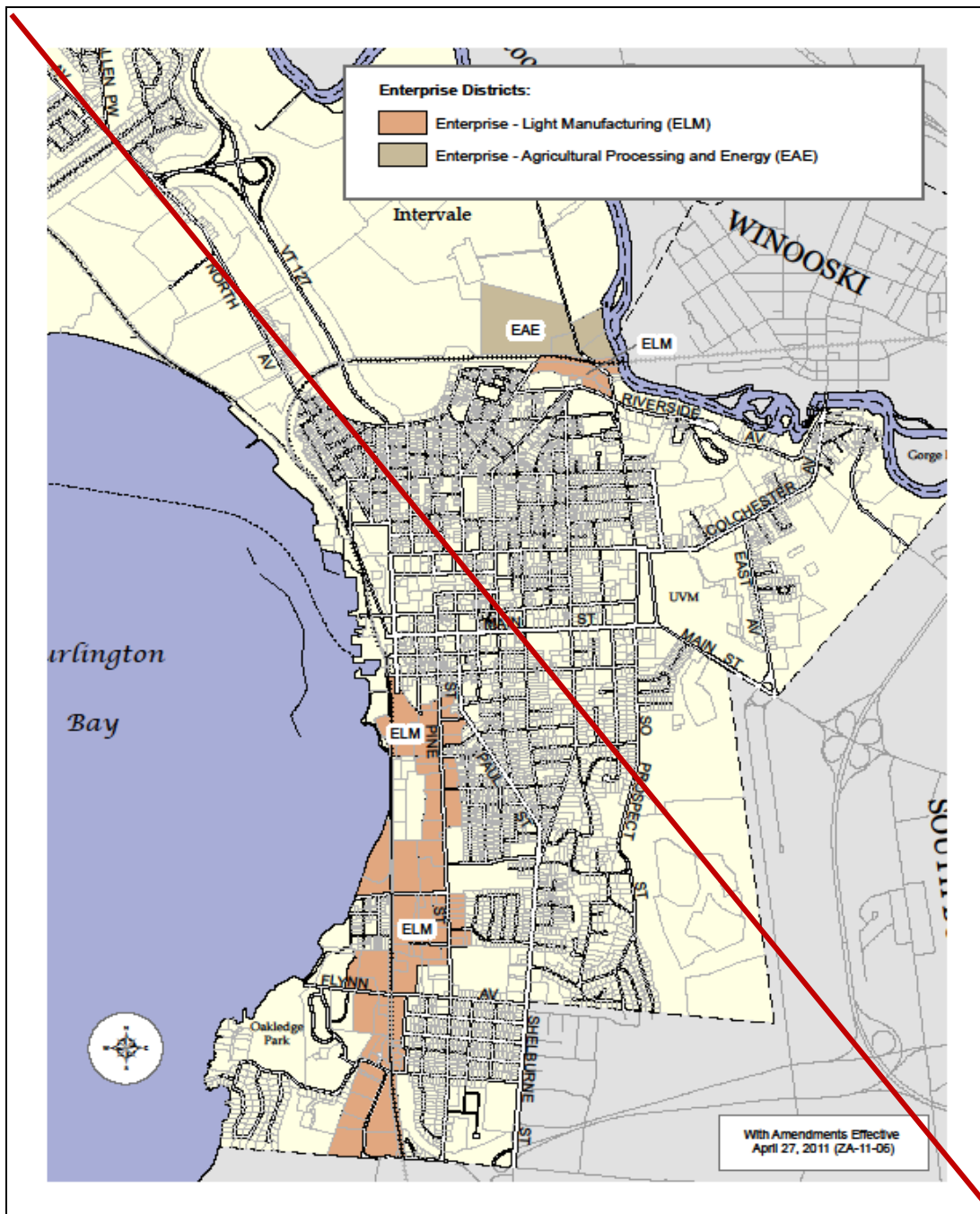
(d) District Specific Regulations

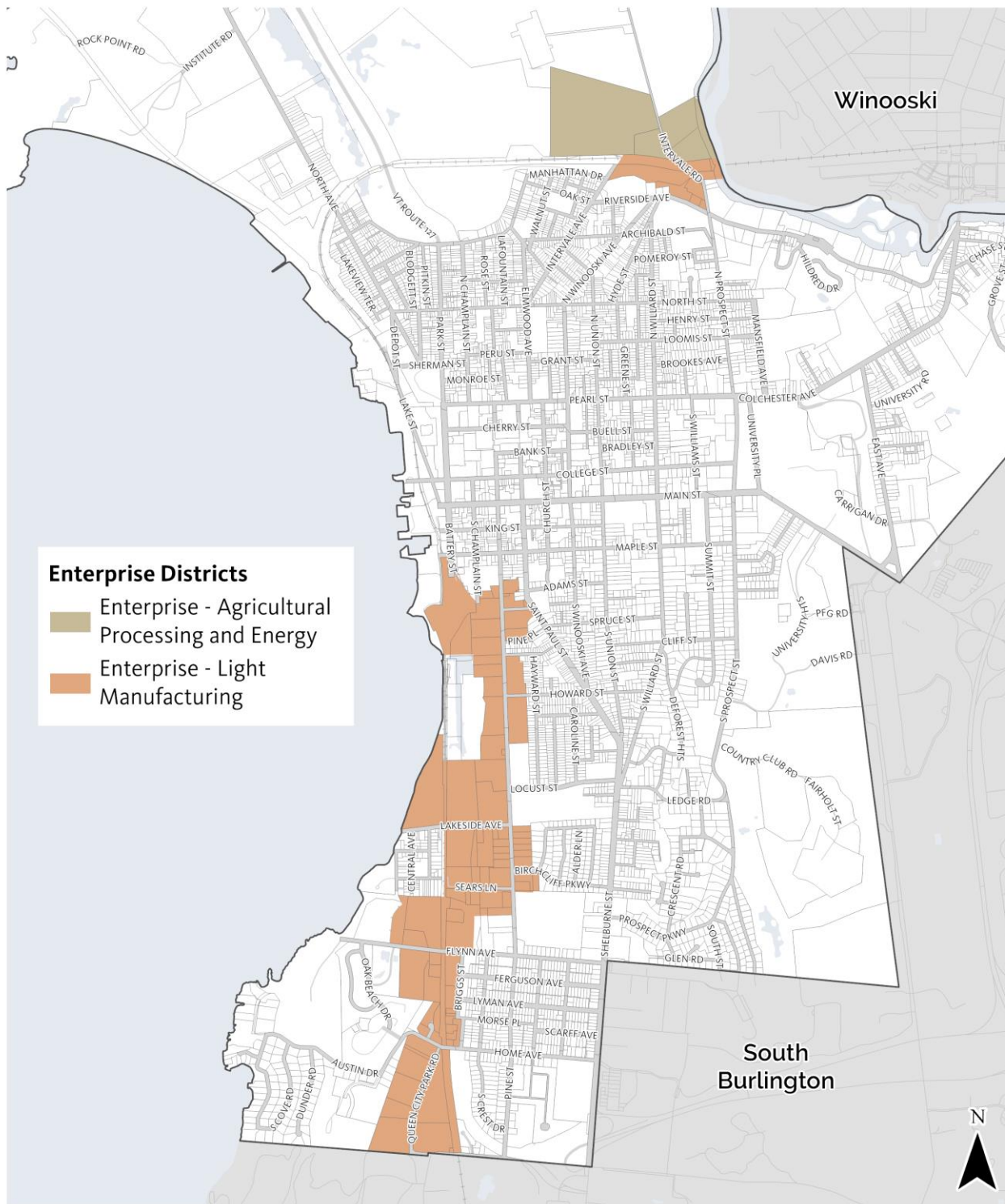
1. Convenience Stores

The following shall apply to the review and approval of convenience stores in the E-LM district, except as regulated in Sec. 4.5.~~68~~: South End Innovation District, in addition to the provisions for the review of Conditional Uses under Art. 3 and General Regulations for convenience stores under Art 5:

A. - E. As Written

2. Drive Thrus are not permitted.





Map 4.4.3-1 Enterprise Districts

*Burlington Comprehensive Development Ordinance
Districts effective Jan. 30, 2008*

Map 4.4.3-1 Enterprise Districts

Sec. 4.4.5 Residential Districts

(a) Purpose:

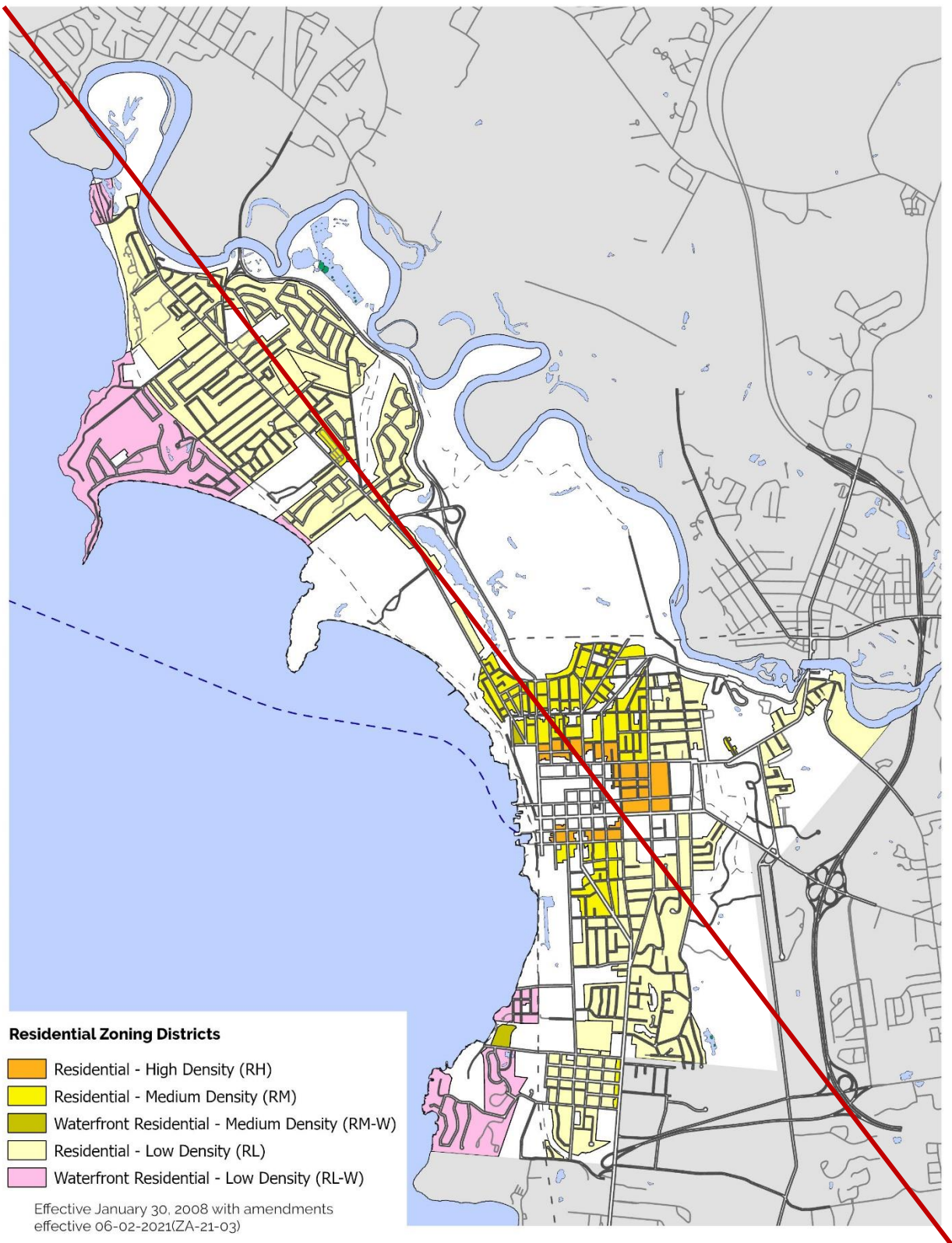
The Residential Districts are intended to control development in residential districts in order to create a safe, livable, and pedestrian friendly environment, while enabling neighborhoods to evolve to meet the changing needs of households and the economy, and as a result of the climate emergency. They are also intended to create an inviting streetscape for residents and visitors. Development that places emphasis on architectural details and form is encouraged, where primary buildings and entrances are oriented to the sidewalk, and new buildings are interspersed within a wide range of historic development patterns are reinforced across the city. Parking shall be placed either behind, within, or to the side of structures, as is consistent with the district and/or the neighborhood and b. ~~Building facades designed for parking shall be secondary to the residential aspect of a structure.~~

The ~~5~~ Residential districts as illustrated in Map 4.4.5-1 are further described as follows:

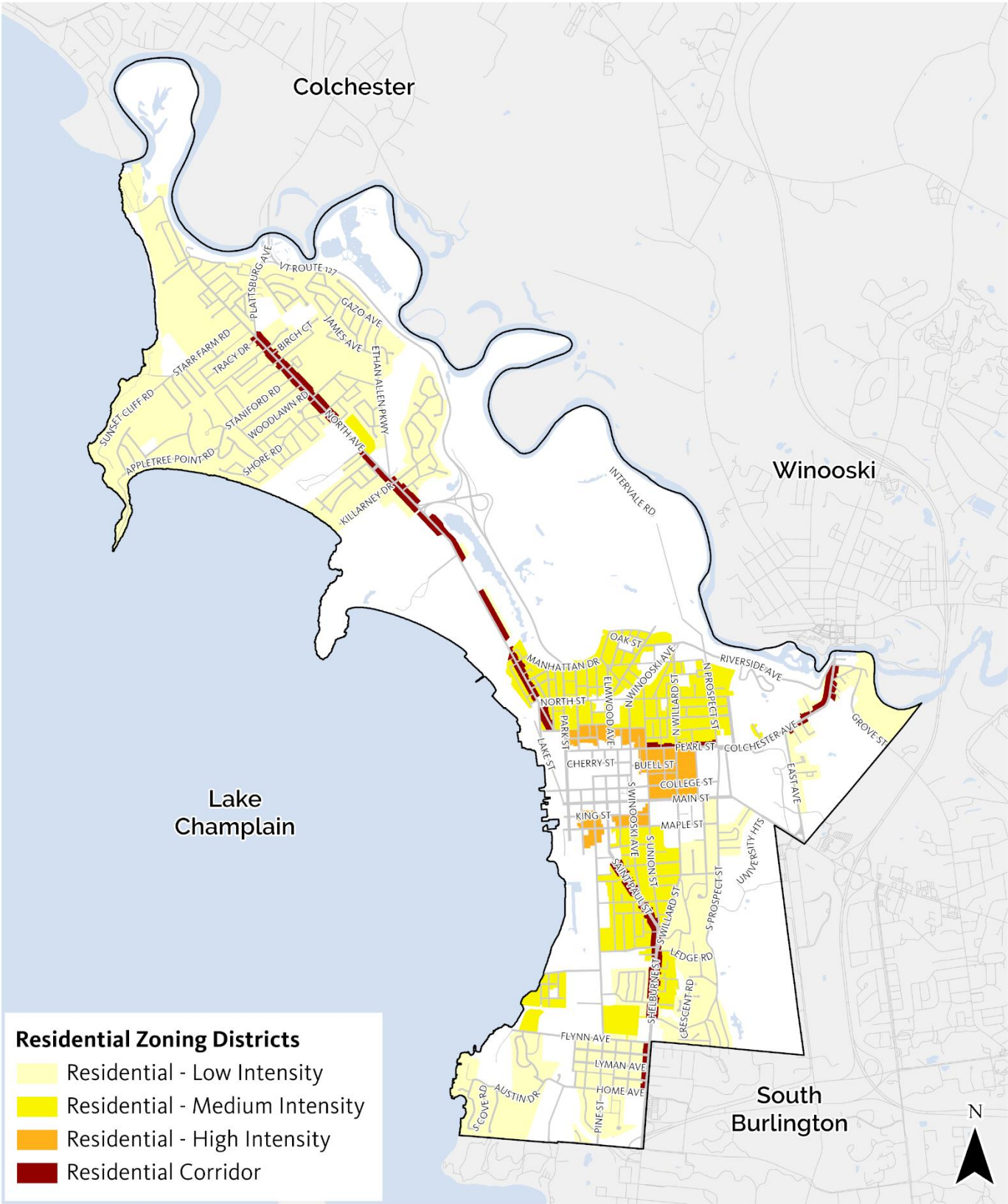
1. The **Residential Lower Density Intensity (Residential Low, RL)** district is intended primarily for ~~low density~~ residential development that includes a mix of housing types such as in the form of single detached dwellings, with or without accessory dwelling units, and duplexes, triplexes and quadplex. ~~This district is typically characterized by a~~ organized in a compact and cohesive neighborhood-scale that complements residential development pattern reflective of the respective neighborhoods' development and open space history patterns. Building heights typically vary from one to two and half stories, and development generally results in lower lot coverage than in other residential districts. Limited commercial uses take the form of home-based businesses and the adaptive reuse of historic buildings as neighborhood-serving uses.
2. ~~The Waterfront Residential Low Density (RL-W) district is intended primarily for low density residential development in the form of single detached dwellings and duplexes. This district is typically characterized by a compact and cohesive residential development pattern reflective of the respective neighborhoods' development history. This district is distinguished from the Residential Low Density district by its proximity to Lake Champlain, and a greater consideration needed for views from the lake and stormwater runoff.~~
- 3.2. The **Residential Medium Density Intensity (Residential Medium, RM)** district is intended ~~primarily~~ for ~~medium density~~ residential development that includes a mix of housing types such as in the form of single-family detached dwellings, with or without accessory dwelling units, duplex, triplex, quadplex, and attached multi-family unit apartments buildings in compact, walkable neighborhoods. Building heights typically range from two to three stories, and development generally results in moderately higher lot coverage as compared to the RL district. Neighborhoods within this district are typically walkable to downtown or other mixed-use areas of the city, and commercial uses within the district take the form of home-based businesses and the adaptive reuse of historic buildings for neighborhood-serving uses.
4. ~~The Waterfront Residential Medium Density (RM-W) district is intended primarily for medium density residential development in the form of single family detached dwellings and attached multi-family apartments. This district is distinguished from the Residential Medium Density district by its proximity to Lake Champlain, and a greater consideration needed for views from the lake and stormwater runoff.~~
3. The **Residential High Density Intensity (Residential High, RH)** district is intended ~~primarily~~ for residential development that includes a mix of housing types such as duplex, triplex, quadplex, townhouse, and mid-sized and larger high density attached multi-family unit buildings residential development. Single-family detached dwellings are limited to buildings originally built for such purpose. Development is intended to be more intense than other residential areas, with building heights ranging from two to three and a half stories, high lot coverage, large buildings, and buildings placed close to the street and each other together on small lots. ~~Parking is intended to be hidden either behind or underneath structures.~~ Neighborhoods within this district are typically immediately adjacent to downtown and the institutions, and commercial uses within the district take the form of home-based businesses and the adaptive reuse of historic buildings for neighborhood-serving uses.

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5.4. The **Residential Corridor (RC)** district is intended for residential development that includes a mix of housing types such as duplex, triplex, quadplex, townhouse, and mid-sized, multi-unit and mixed-use buildings along major multi-modal transportation corridors that are adjacent to low intensity districts. Single-family detached dwellings are limited to buildings originally built for such purpose. New and infill development may be located closer to the street than historic development patterns, with building heights ranging from two to three and a half stories and high lot coverage. Neighborhood-serving commercial uses may be incorporated in existing or new buildings.



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Map 4.4.5-1 Residential Zoning Districts

(b) **Dimensional Standards and Density**

The ~~density and~~ intensity of development, dimensions of building lots, the heights of buildings and their setbacks from property boundary lines, and the limits on lot coverage shall be governed by the following standards:

Table 4.4.5-1: Minimum Lot Size and Frontage: RL, RL-W, RM and RM-W²

	Lot Frontage ¹		Lot Size	
Use	(linear feet)		(square feet)	
	RL,WRL	RM,WRM	RL, WRL ³	RM, WRM
Single detached dwelling	Min: 60 ²	Min: 30 ²	Min: 6,000	NA
Duplex and above			Min: 10,000	
1.— The DRB may adjust the frontage requirements for lots fronting on cul-de sacs, multiple streets, or corner lots reflecting the existing neighborhood pattern on each respective street. 2.— There are no minimum lot size or frontage requirements in the RH District. 3.— Exception: Larger minimum lot size in RL and WRL larger lot overlay district; refer to Section 4.5.5 & Table 5.5-1.				

Table 4.4.5-2: Base Residential Density

District	Maximum dwelling units per acre ¹
Low Density: RL, RL-W	7 units/acre
Medium Density: RM, RM-W	20 units/acre
High Density: RH	40 units/acre
Inclusive of new streets but exclusive of existing streets, and without bonuses or any Inclusionary Zoning allowances.	

Table 4.4.5-3: Residential District Dimensional Standards

Zoning District	Max. Lot Coverage ¹	Setbacks ^{1, 3, 4, 5, 6}				Max. Height ¹
		Front ²	Side ³	Rear	Waterfront	
RL; WRL	35%	Min/Max: Ave. of 2 adjacent lots on both sides ±/— 5 feet	Min: 10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20 feet	Min: 25% of lot depth but in no event less than 20 ² Max required: 75 feet	Min: 75' feet from the ordinary high water mark of Lake Champlain and the Winooski River	35 feet

Table 4.4.5-3: Residential District Dimensional Standards

Zoning District	Max. Lot Coverage ¹	Setbacks ^{1, 3, 4, 5, 6}				Max. Height ¹
		Front ²	Side ³	Rear	Waterfront	
RM	40%	Min/Max: Ave of 2 adjacent lots on both sides +/- 5 feet	Min: 10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20 feet	Min: 25% of lot depth but in no event less than 20' Max required: 75 feet	NA	35 feet
WRM	60%	Min/Max: Ave of 2 adjacent lots on both sides +/- 5 feet	Min: 10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20 feet	Min: 25% of lot depth but in no event less than 20' Max required: 75 feet	Min: 75' feet from the ordinary high water mark of Lake Champlain and the Winooski River	35 feet
RH	80%	Min/Max: Ave of 2 adjacent lots on both sides +/- 5 feet	Min: 10% of lot width Or ave. of side yard setback of 2 adjacent lots on both sides Max required: 20 feet	Min: 25% of lot depth but in no event less than 20' Max required: 75 feet	NA	35 feet
1. An additional ten per cent (10%) lot coverage may be permitted for accessory residential features per (d)3A below. Measurement of and exceptions to coverage, setback, and height standards are found in Art 5. 2. Average front yard setback of the principal structures on the 2 adjacent lots on both sides within the same block having the same street frontage. See Sec. 5.2.4. 3. In no event shall the side yard setback be required to exceed 20 feet, or the rear yard setback be required to exceed 75 feet. 4. Additional setbacks from the lakeshore and other water features may be applicable per the requirements of the Sec 4.5.4 Riparian and Littoral Conservation Overlay Zone. 5. The side yard setback shall be calculated based on the 4 adjacent properties (2 on each side of the subject property). The right side yard setback is the average of the right side yard setback of the principal structures on these 4 properties. The left yard setback is the average of the left side yard setback of the principal structures on these 4 properties. The adjacent properties shall be within the same block having the same street frontage as the subject property. See Sec. 5.2.5. 6. Where there are fewer than 2 adjacent lots on both sides within the same block having the same street frontage, the average side yard setback shall be calculated from the fewer number of lots. Where there are no adjacent lots, the setback shall be 10% of the lot width. 7. For properties in the WRL and WRM zones with frontage along Lake Champlain or the Winooski River, the front yard setback shall not be required to exceed 50 feet in any event.						

Table 4.4.5-1 Lot Size, Frontage, Setback, and Lot Coverage Standards in Residential Districts

<u>District</u>	<u>Min. Lot Frontage^{2,3,4} 5 (linear feet)</u>	<u>Setbacks^{1,6,7,8,9}</u>			<u>Lot Coverage^{1,10}</u>
		<u>Front</u>	<u>Side</u>	<u>Rear</u>	
<u>Residential Low (RL)</u>	<u>30'</u>	<u>Min: Avg. of front setback 2 adjacent lots on both sides +/- 5 feet</u> <u>Max required: 25 ft</u>	<u>Min: 10% of lot width or avg. of side setback of 2 adjacent lots on both sides</u>	<u>20 ft.</u>	<u>45%</u>
<u>Residential Medium (RM)</u>				<u>15 ft.</u>	<u>60%</u>
<u>Residential High (RH)</u>	<u>N/A</u>				<u>80%</u>
<u>Residential Corridor (RC)</u>	<u>N/A</u>	<u>Min required: 5 ft</u> <u>Max permitted: 20 ft</u>	<u>Max required: 20 ft</u>		<u>80%</u>

1. Details regarding the measurement of and exceptions to coverage and setback standards are found in Art 5.
 2. The DRB may reduce the frontage requirements for lots fronting on cul-de-sacs, multiple streets, or corner lots to more closely reflect an existing neighborhood pattern.
 3. Exceptions to frontage requirements for flag lots and small lot subdivisions are found in Sec. 5.2.2
 4. For lots in RL or RM with more than two primary buildings, the minimum lot frontage shall be 45'.
 5. Average setback for front and side setbacks are calculated based on 4 adjacent lots, two on each side within the same block and on lots with the same frontage requirements. For the purposes of determining the required front setback only, among the comparative sample of four neighboring properties, one may be removed from the averaging calculation.
 6. Where there are fewer than 2 adjacent lots on both sides within the same block having the same street frontage, the average side yard setback shall be calculated from the fewer number of lots. Where there are no adjacent lots, the side setback shall be 10% of the lot width. Refer to Sec. 5.2.5 for additional details.
 4-7. A 75 ft setback shall be required from the ordinary high water mark of Lake Champlain and the Winooski River. Additional setbacks from the lakeshore and other water features may be applicable per the requirements of Sec 4.5.3 Riparian and Littoral Conservation Overlay Zone.
 2-8. For properties in the RL and RM zones with frontage along Lake Champlain or the Winooski River, the front yard setback shall not be required to exceed 50 feet.
 9. An additional ten per cent (10%) lot coverage may be permitted for accessory residential features per (d)-3A 2C below.

Table 4.4.5-2 Principal & Secondary Structures Massing and Placement Standards in Residential Districts

<u>District</u>	<u>Max Height & Stories^{1,3}</u>	<u>Max Dwelling Units per Structure^{2,3,4}</u>	<u>Max. Principal Structure Footprint³</u>	<u>Max. Secondary Structure Footprint³</u>	<u>Max Building face before providing offset⁵</u>	<u>Min. Distance between Structures on same lot</u>
<u>Residential Low (RL)</u>	<u>35'</u> <u>3 stories</u>	<u>4</u>	<u>1,800 sq.ft</u>	<u>1,100 sq.ft.</u>	<u>50'</u>	<u>15'</u>
<u>Residential Medium (RM)</u>	<u>35'</u> <u>3 stories</u>	<u>6</u>	<u>1,800 sq.ft.</u>	<u>900 sq.ft.</u>		
<u>Residential High (RH)</u>	<u>50'</u> <u>4 stories</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>		

<u>Residential Corridor (RC)</u>			<u>3,600 sq.ft.</u>	<u>N/A</u>		
<u>1. Details regarding the measurement of and exceptions to height limits are found in Art 5.</u> <u>2. Minimum dwelling unit size is 350 sq.ft.</u> <u>3. Within RL and RM zones, lots may have up to one (1) Principal and one (1) Secondary structure per lot, except as may otherwise be allowed by Article 11.</u> <u>4. Within the RM district, a maximum of six (6) dwelling units are permitted in a Principal structure, and a maximum of four (4) units are permitted in a Secondary structure.</u> <u>5. Required on all building faces. Minimum offset is 5 ft measured perpendicular to the building face in excess of 50 ft.</u>						

(c) Permitted and Conditional Uses:

The principal land uses that may be permitted, or conditionally permitted pursuant to the requirements of Article 3, within the Residential districts shall be as defined in Appendix A – Use Table and as may be modified by district specific regulations in Sec. 4.4.5 (d).

(d) District Specific Regulations:

The following regulations are district-specific exceptions, bonuses, and standards unique to the residential districts. They are in addition to, or may modify, city-wide standards as provided in Article 5 of this ordinance and district standards as provided above.

1. Additional Residential Development -Permitted

In addition to any applicable development permitted according to Article 11- Planned Unit Development, the following additional development types and intensities shall be allowed within the Residential Districts, subject to the following standards.

A. Reserved**Table 4.4.5-3 Reserved****B. Residential Development Bonuses**

The following exceptions to maximum allowable residential standards in Tables 4.4.5-1 and 4.4.5-2 may be approved in any combination subject to the maximum limits set forth in Table 4.4.5-6 at the discretion of the DRB. Any bonuses that are given pursuant to this ordinance now or in the future shall be regarded as an exception to the limits otherwise applicable.

(i) Senior Housing Bonus

Residential development in excess of the limits set forth in Tables 4.4.5-1 and 4.4.5-2 may be permitted by the DRB for senior housing provided the following conditions are met:

- a) No less than twenty-five (25) per cent of the total number of units shall be reserved for low-moderate income households as defined by state or federal guidelines, including no less than ten (10) percent reserved for low-income households. (Projects taking advantage of this bonus are exempt from the Inclusionary Zoning requirements of Article 9, Part 1.);
- b) The proposal shall be subject to the design review provisions of Art. 6;
- c) A maximum of an additional 10-feet of building height may be permitted in the RH District; and,
- d) Lot coverage and residential densities shall not exceed the following:

Table 4.4.5-4: Senior Housing Bonus

<u>District</u>	<u>Maximum Coverage</u>	<u>Maximum Density</u>
<u>RL</u>	<u>44%</u>	<u>20 du/ac</u>
<u>RM</u>	<u>48%</u>	<u>40 du/ac</u>
<u>RH</u>	<u>92%</u>	<u>80 du/ac</u>

(ii) Residential Conversion Bonus

Development in excess of the limits set forth in Tables 4.4.5-1 and 4.4.5-2 may be permitted by the DRB subject to conditional use review for the conversion of an existing non-conforming nonresidential principal use to a conforming residential use subject to all of the following conditions:

a) Lot coverage and residential densities shall not exceed the following:

Table 4.4.5-5: Residential Conversion Bonus

<u>District</u>	<u>Maximum Coverage</u>	<u>Maximum Density</u>
<u>RL</u>	<u>50%</u> <u>(62% with</u> <u>inclusionary</u> <u>allowance)</u>	<u>8 du/ac</u> <u>(8.75 with inclusionary</u> <u>allowance)</u>
<u>RM</u>	<u>60%</u> <u>(72% with</u> <u>inclusionary</u> <u>allowance)</u>	<u>30 du/ac</u> <u>(37.5 with inclusionary</u> <u>allowance)</u>
<u>RH</u>	<u>80%</u> <u>(92% with</u> <u>inclusionary</u> <u>allowance)</u>	<u>60 du/ac</u> <u>(69 with inclusionary</u> <u>allowance)</u>

(iii) Limitations on Residential Development Bonuses:

For projects where the conditions of more than one applicable bonus listed above and under Sec.5.4.8 (e) are met, the applicant may use the most permissive exemption to the underlying lot coverage or residential intensities applicable.

In no case shall any development bonuses and allowances granted, either individually or in combination, enable a building to exceed the maximum density, lot coverage and building height permitted in any district as defined below:

Table 4.4.5-6: Maximum Intensity, Lot Coverage and Building Heights with Bonuses

<u>District</u>	<u>Maximum Density*</u>	<u>Maximum Height</u>	<u>Maximum Lot Coverage*</u>
<u>RH</u>	<u>80 du/ac</u>	<u>45-feet</u>	<u>92%</u>
<u>RM</u>	<u>40 du/ac</u>	<u>35-feet</u>	<u>72%</u>
<u>RL</u>	<u>20 du/ac</u>	<u>35-feet</u>	<u>62%</u>

*- or 125% of the pre-application gross floor area or coverage of the qualifying principal building as may be applicable per Table 5.4.8-1 Historic Building Rehabilitation Bonus

2. Exceptions to Dimensional Standards**A. Encroachment into Side Setback for Residential Driveways**

For purposes of enabling narrow or flag lots to create a driveway to provide a maximum of two tandem parking spaces, or to access a parking area behind a principal structure, driveways may encroach into a required side setback

up to the property line. The maximum waiver from the side setback shall be the minimum necessary for the purposes of creating such a driveway or access to parking spaces. Applications for such waiver shall demonstrate that there will be no undue adverse impact on drainage, safety, light, and air, nor encroachment into a neighboring side yard. With such approval, the lot shall not be considered nonconforming due to the decreased setback.

B. Encroachment into the Waterfront Setback.

The following exceptions to the required waterfront setback for Lake Champlain and the Winooski River established under Sec. 4.5.4:

(i) Replacement of Existing Structure

Replacement of a conforming principle structure existing as of the effective date hereof, may encroach into the required setback provided the replacement does not increase the area or extent of the encroachment more than the existing structure.

(ii) Averaging of Setbacks of Existing Structures

If the setback from the waterfront of existing principal structures within one hundred fifty (150) feet on either or both sides of a subject lot is less than the minimum required setback, the setback for the subject lot may be reduced to the average setback of such neighboring structures.

C. Exceptions to Lot Coverage for Accessory Residential Features

In addition to lot coverage exemptions in Sec. 5.2.3(b), within the RL and RM districts, an additional ten (10) per cent of lot coverage above the otherwise applicable limit may be permitted for the following amenity features accessory to residential uses provided that such features shall at no time be enclosed:

(i) Decks;

(ii) Patios;

(iii) Porches;

(iv) Terraces;

(v) Tennis or other outdoor game courts;

(vi) Swimming pool aprons;

(vii) Walkways;

(viii) Window Wells; and/or

(ix) Pervious pavement designed and maintained to infiltrate the 1-year/24-hour storm event onsite, subject to review and approval by the Stormwater Administrator.

With the exception of the additional lot coverage allowances provided for under Article 9: Inclusionary and Replacement Housing, requirements for such additional lot coverage shall not be permitted for any development where other bonus provisions of this ordinance are applicable.

3. Exception for Neighborhood Commercial Uses

Neighborhood commercial uses as defined in Article 13 and intended to primarily serve the nearby residential area shall be considered permitted uses in RL, RM, RH and Institutional districts subject to the following:

(i) This exemption shall only apply to:

a. Historic buildings that are listed or eligible for listing on the state or national register; or,

b. A street level neighborhood commercial use as defined in Article 13 in lawful existence as of January 1, 2007.

(ii) Neighborhood commercial uses shall be limited to a single story on the street level of any structure.

- (iii) Neighborhood commercial uses less than 2,000 sqft shall be treated as a permitted use. Neighborhood commercial uses greater than or equal to 2,000 sqft but less than 4,000 sqft shall be treated as a conditional use. Neighborhood commercial uses occupying 4,000 sqft or more shall not be permitted.
- (iv) The neighborhood commercial use shall not be counted against the property's allowable residential density.
- (v) The sale of fuel for motor vehicles, or new or expanded gas station canopies, shall be prohibited.
- (vi) Hours of operation shall be limited to 6:00am to 11:00pm seven days per week. Any expansion in the hours of operation of an existing neighborhood commercial use shall require conditional use review by the DRB.
- (vii) All building height and setback requirements for the underlying residential district shall apply, and the lot coverage shall not exceed 60%.
- (viii) Any exterior changes to the building(s) or changes to the site plan shall be subject to the design review requirements of Article 6.
- (ix) To the extent that additional parking is necessary, the parking standards for Shared-Use Districts shall apply pursuant to Article 8.
- (x) The conversion of a residential use to a neighborhood commercial use within a historic neighborhood commercial building more than 50 years old and originally designed and constructed for such purpose shall be exempt from the housing replacement requirements of Article 9, Part 2.
- (xi) Home occupations as defined and regulated under this article are not restricted by the provisions of this section.
- (xii) Any aspect of a neighborhood commercial use in lawful existence as of January 1, 2007 not in strict conformance with any of the above standards shall be considered non-conforming and be subject to the provisions of Article 5, Part 3.

4. Miscellaneous Standards

A. Additions to Existing Residential Structures.

No request for an addition to an existing structure shall be considered or imply approval of an additional unit, unless requested specifically on the zoning permit application form.

B. Accessory Residential Structures, Buildings, and Uses

An accessory structure, building, and/or use as defined in Article 13 and provided under Sec. 5.1.1 and 5.1.2 customarily incidental and subordinate to a principal residential structure, building and/or use, including but not limited to private garages, carriage houses which do not contain residential units, barns, storage sheds, tennis courts, swimming pools, cabanas for swimming pools and detached fireplaces may be permitted as follows:

- (i) Accessory structures or buildings shall meet the dimensional requirement set forth in the district in which they are located pursuant to Sec. 4.4.5 (b) of this Article and related requirements in Art 5, Parts 1 and 2;
- (ii) Any accessory structure or building that is seventy-five percent (75%) or greater of the ground floor area of the principal structure or building shall be subject to the site plan and design review provisions of Art. 3, Part 4 and the applicable standards of Art 6;
- (iii) Private garages shall be limited to as many stalls as there are bedrooms in the dwelling to which it is accessory, provided that the ground floor area is less than seventy-five percent (75%) of the ground floor area of the principal structure or building; and
- (iv) The outdoor overnight storage of commercial vehicles not otherwise associated with an approved home occupation or made available for the exclusive use of the residential occupants, or the outdoor storage of more than one unregistered vehicle, shall be prohibited. Any and all vehicles shall be stored in an approved parking space.

C. Residential Occupancy Limits.

In all residential districts, the occupancy of any dwelling unit is limited to members of a family as defined in Article 13. Notwithstanding the following, the minimum square footage requirements shall be reduced by ten (10%) percent in situations where the residential premises are owner occupied.

Subject to Conditional Use approval by the DRB, a dwelling unit may be occupied by more than four (4) unrelated adults if it contains at least twenty-five hundred (2,500) square feet excluding its attic and basement pursuant to the following:

(i) If in a RL district, the dwelling unit also contains at least an additional two hundred fifty (250) square feet and two (2) onsite parking spaces, plus one (1) additional parking space per adult occupant in excess of four (4); or,

(ii) If in a RM district, the dwelling unit also contains at least an additional two hundred (200) square feet and two (2) onsite parking spaces, plus one (1) additional parking space per adult occupant in excess of four (4).

(iii) If in a RH district, the dwelling unit also contains at least an additional 150 square feet and two (2) onsite parking spaces, plus 1 additional parking space per adult occupant in excess of four (4).

In considering a request relating to permitting a greater number of unrelated individuals residing in a dwelling unit within a residential zoning district, no conditional use permit may be granted unless all facilities within the dwelling unit, including bathroom and kitchen facilities are accessible to the occupants without passing through any bedroom. Each room proposed to be occupied as a bedroom must contain at least one hundred twenty (120) square feet.

1. Setbacks

A. Encroachment for Residential Driveways

For purposes of allowing existing, developed, nonconforming lots containing single family homes to create a driveway and provide a maximum of two tandem parking spaces, driveways may encroach into a required sideyard setback up to the property line with DRB approval.

Such approval shall be based on demonstrated necessity on the part of the property owner as well as unique physical circumstances of the lot, conditional use criteria, and findings that there shall be no undue adverse impact on all of the following items of concern: drainage, safety, protection of neighboring side yard, light and air. In addition, the lot shall be found to have dimensions that are smaller than the existing standards for lot size or frontage. The maximum relief from the 5' minimum setback shall be the minimum necessary for the purposes of creating such a driveway and parking spaces and shall be allowed only after a finding that driveway and parking configuration cannot be otherwise located on the lot. With such approval by the DRB, the lot shall not be considered nonconforming due to the decreased setback for the creation of the driveway and parking spaces.

B. Encroachment into the Waterfront Setback:

The following exceptions to the required waterfront setback for Lake Champlain and the Winooski River established under Sec. 4.5.4:

(i) Replacement of Existing Structure.

Replacement of a conforming principle structure existing as of the effective date hereof, may encroach into the required setback provided the replacement does not increase the area or extent of the encroachment more than the existing structure.

(ii) Averaging of Setbacks of Existing Structures.

If the waterfront setback of existing principal structures within a distance of one hundred fifty (150) feet on either or both sides of a lot is less than the required setback, the setback may be reduced to the average alignment of such structures.

2. Lot Coverage

A. Exceptions for Accessory Residential Features.

In addition to lot coverage exemptions in Sec. 5.2.3(b), within the RL and RL-W, RM and RM-W districts, an additional ten (10) per cent of lot coverage above the otherwise applicable limit may be permitted for the following amenity features accessory to residential uses provided that such features shall at no time be enclosed or be used for parking:

(i) Decks;

~~(ii) Patios;~~

~~(iii) Porches;~~

~~(iv) Terraces;~~

~~(v) Tennis or other outdoor game courts;~~

~~(vi) Swimming pools and swimming pool aprons;~~

~~(vii) Walkways;~~

~~(viii) Window Wells; and/or~~

~~(ix) Pervious pavement designed and maintained to infiltrate the 1 year/24 hour storm event onsite, subject to review and approval by the Stormwater Administrator.~~

~~With the exception of the additional lot coverage allowances provided for under Inclusionary Zoning Article 9: Inclusionary and Replacement Housing, requirements for such additional lot coverage shall not be permitted for any development where other bonus provisions of this ordinance are applicable.~~

3. Accessory Residential Structures, Buildings, and Uses

~~An accessory structure, building, and/or use as defined in Article 13 and provided under Sec. 5.1.1 and 5.1.2 customarily incidental and subordinate to a principal residential structure, building and/or use, including but not limited to private garages, carriage houses, barns, storage sheds, tennis courts, swimming pools, cabanas for swimming pools and detached fireplaces may be permitted as follows:~~

~~A. Accessory structures or buildings shall meet the dimensional requirement set forth in the district in which they are located pursuant to Sec. 4.4.5 (b) of this Article and related requirements in Art 5, Parts 1 and 2;~~

~~B. Any accessory structure or building that is seventy five percent (75%) or greater of the ground floor area of the principal structure or building shall be subject to the site plan and design review provisions of Art. 3, Part 4 and the applicable standards of Art 6;~~

~~C. Private garages shall be limited to as many stalls as there are bedrooms in the dwelling to which it is accessory, provided that the ground floor area is less than seventy five percent (75%) of the ground floor area of the principal structure or building; and~~

~~D. The outdoor overnight storage of commercial vehicles not otherwise associated with an approved home occupation or made available for the exclusive use of the residential occupants, or the outdoor storage of more than one unregistered vehicle, shall be prohibited. Any and all vehicles shall be stored in an approved parking space.~~

4. Residential Density

A. Additional Unit to Multi-Family.

~~One additional unit may be added to structures located in the RL district which legally contained two or more units as of January 1, 2007, if approved in advance as a conditional use, by the DRB.~~

B. Additions to Existing Residential Structures.

~~No request for an addition to an existing structure shall be considered or imply approval of an additional unit, unless requested specifically on the zoning permit application form.~~

C. Residential Occupancy Limits.

~~In all residential districts, the occupancy of any dwelling unit is limited to members of a family as defined in Article 13. Notwithstanding the following, the minimum square footage requirements shall be reduced by ten (10%) percent in situations where the residential premises are owner occupied.~~

~~Subject to Conditional Use approval by the DRB, a dwelling unit may be occupied by more than four (4) unrelated adults if it contains at least twenty five hundred (2,500) square feet excluding its attic and basement pursuant to the following:~~

If in a RL district, the dwelling unit also contains at least an additional two hundred fifty (250) square feet and two (2) onsite parking spaces, plus one (1) additional parking space per adult occupant in excess of four (4); or,

If in a RM district, the dwelling unit also contains at least an additional two hundred (200) square feet and two (2) onsite parking spaces, plus one (1) additional parking space per adult occupant in excess of four (4).

If in a RH district, the dwelling unit also contains at least an additional 150 square feet and two (2) onsite parking spaces, plus 1 additional parking space per adult occupant in excess of four (4).

In considering a request relating to permitting a greater number of unrelated individuals residing in a dwelling unit within a residential zoning district, no conditional use permit may be granted unless all facilities within the dwelling unit, including bathroom and kitchen facilities are accessible to the occupants without passing through any bedroom. Each room proposed to be occupied as a bedroom must contain at least one hundred twenty (120) square feet.

5. Uses

A. Exception for Neighborhood Commercial Uses.

Neighborhood commercial uses as defined in Article 13 and intended to primarily serve the nearby residential area shall be considered permitted uses in all Residential and Institutional districts subject to the following:

(i) This exemption shall only apply to:

1) Historic buildings that are listed or eligible for listing on the state or national register; or,

2) A street level neighborhood commercial use as defined in Article 13 in lawful existence as of January 1, 2007.

(ii) Neighborhood commercial uses shall be limited to a single story on the street level of any structure.

(iii) Neighborhood commercial uses less than 2,000 sqft shall be treated as a permitted use. Neighborhood commercial uses greater than or equal to 2,000 sqft but less than 4,000 sqft shall be treated as a conditional use.

Neighborhood commercial uses occupying 4,000 sqft or more shall not be permitted.

(iv) The neighborhood commercial use shall not be counted against the property's allowable residential density.

(v) The sale of fuel for motor vehicles, or new or expanded gas station canopies, shall be prohibited.

(vi) Hours of operation shall be limited to 6:00am to 11:00pm seven days per week. Any expansion in the hours of operation of an existing neighborhood commercial use shall require conditional use review by the DRB.

(vii) All building height and setback requirements for the underlying residential district shall apply, and the lot coverage shall not exceed 60%.

(viii) Any exterior changes to the building(s) or changes to the site plan shall be subject to the design review requirements of Article 6.

(ix) To the extent that additional parking is necessary, the parking standards for Shared Use Districts shall apply pursuant to Article 8.

(x) The conversion of a residential use to a neighborhood commercial use within a historic neighborhood commercial building more than 50 years old and originally designed and constructed for such purpose shall be exempt from the housing replacement requirements of Article 9, Part 2.

(xi) Home occupations as defined and regulated under this article are not restricted by the provisions of this section.

(xii) Any aspect of a neighborhood commercial use in lawful existence as of January 1, 2007 not in strict conformance with any of the above standards shall be considered non-conforming and be subject to the provisions of Article 5, Part 3.

6. Residential Development Bonuses

The following exceptions to maximum allowable residential density and dimensional standards in Tables 4.4.5-2 and 4.4.5-3 may be approved in any combination subject to the maximum limits set forth in Table 4.4.5-8 at the discretion of the DRB. Any bonuses that are given pursuant to this ordinance now or in the future shall be regarded as an exception to the limits otherwise applicable.

A. Senior Housing Bonus

Residential development in excess of the density, lot coverage and building height limits specified in Tables 4.4.5-2 and 4.4.5-3 may be permitted by the DRB for senior housing provided the following conditions are met:

a) — No less than twenty five (25) per cent of the total number of units shall be reserved for low/moderate income

households as defined by state or federal guidelines, including no less than ten (10) per cent reserved for low-income households. (Projects taking advantage of this bonus are exempt from the Inclusionary Zoning requirements of Article 9, Part 1.);

b) The proposal shall be subject to the design review provisions of Art. 6;

c) A maximum of an additional 10 feet of building height may be permitted in the RH District; and,

d) Lot coverage and residential densities shall not exceed the following:

Table 4.4.5-5: Senior Housing Bonus

District	Maximum Coverage	Maximum Density	
RL/RL-W	44%	20 du/ac	
RM	48%	40 du/ac	
RM-W	72%	40 du/ac	
RH	92%	80 du/ac	

B. Residential Conversion Bonus

Development in excess of the limits set forth in Tables 4.4.5-2 and 4.4.5-3 may be permitted by the DRB subject to conditional use review for the conversion of an existing non-conforming nonresidential principal use to a conforming residential use subject to all of the following conditions:

(i) Lot coverage and residential density shall not exceed:

Table 4.4.5-7: Residential Conversion Bonus

District	Maximum Lot Coverage	Maximum Density (dwelling unit/acre)
RL, RL-W	50% (62% with inclusionary allowance)	8 du/ac (8.75 with inclusionary allowance)
RM, RM-W	60% (72% with inclusionary allowance)	30 du/ac (37.5 with inclusionary allowance)
RH	80% (92% with inclusionary allowance)	60 du/ac (69 with inclusionary allowance)

C. Limitations on Residential Development Bonuses:

For projects where the conditions of more than one applicable bonus listed above and under Sec.5.4.8 (c) are met, the applicant may use the most permissive exemption to the underlying lot coverage or residential densities applicable.

In no case shall any development bonuses and allowances granted, either individually or in combination, enable a building to exceed the maximum density, lot coverage and building height permitted in any district as defined below:

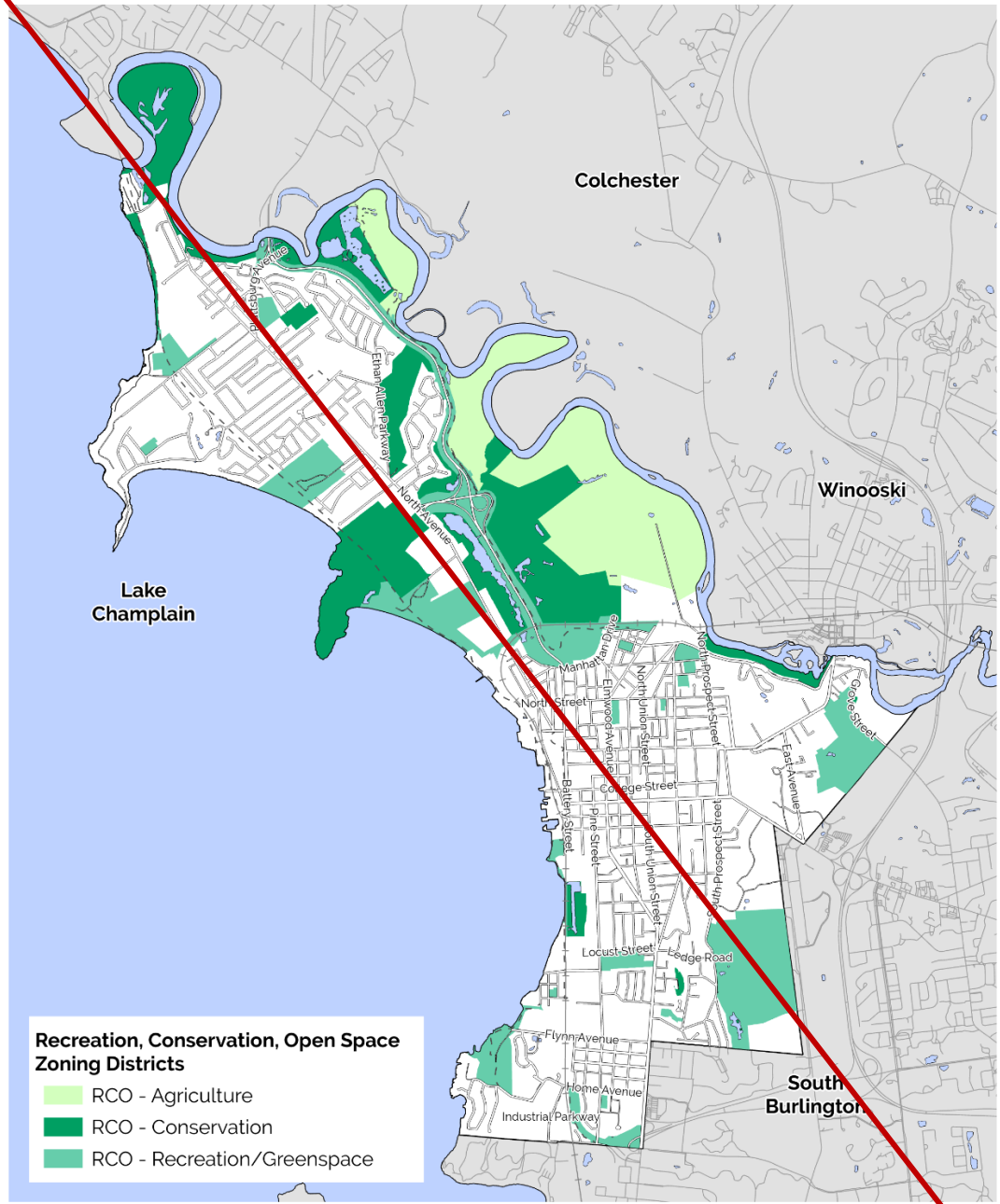
Table 4.4.5-8: Maximum Density, Lot Coverage and Building Heights with Bonuses

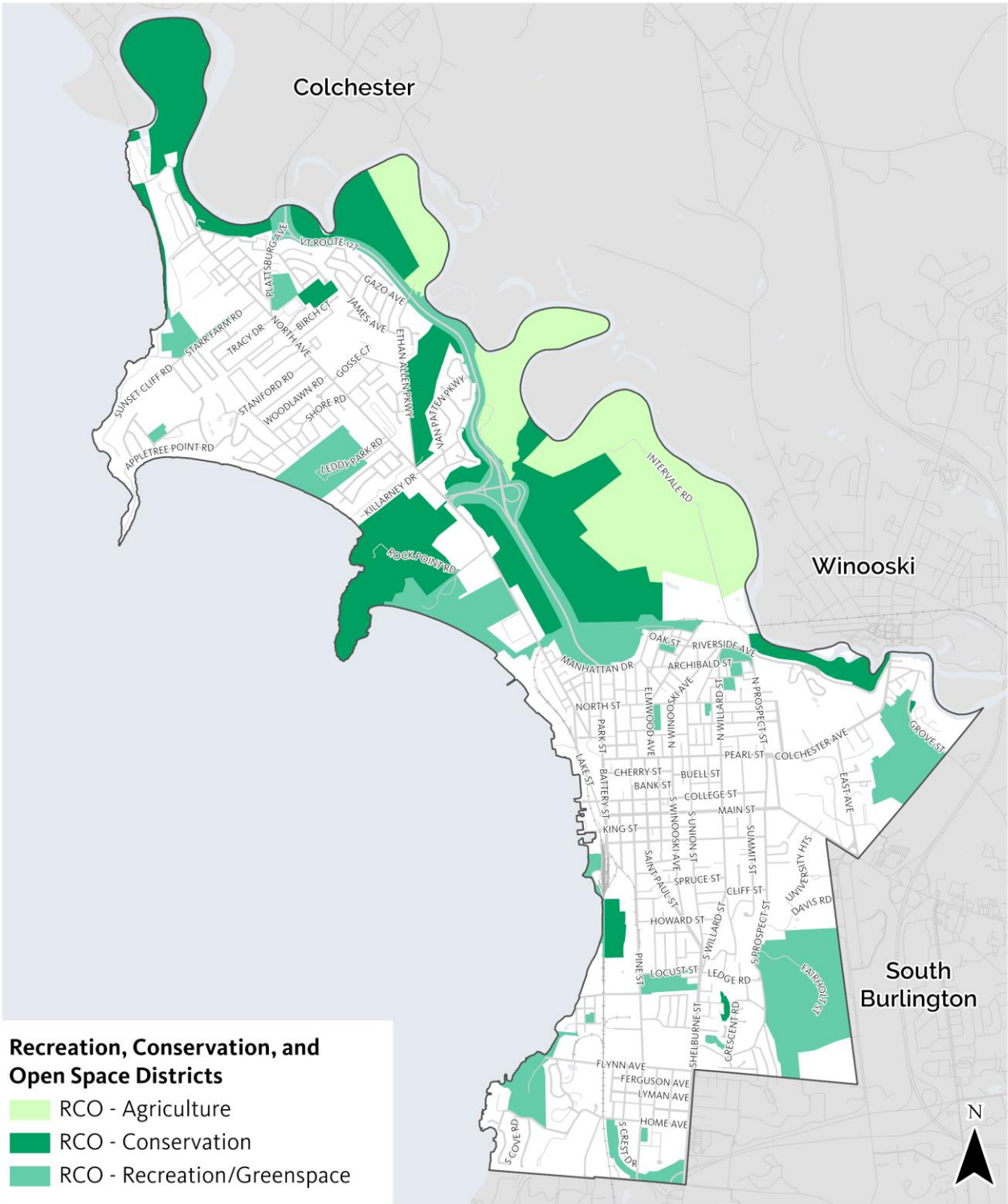
District	Maximum Density*	Maximum Height	Maximum Lot Coverage*
RH	80 du/ac	45-feet (68 ft in RH Overlay)	92%
RM-W	40 du/ac	60-feet	72%
RM	40 du/ac	35-feet	72%
RL, RL-W	20 du/ac	35-feet	62%

* or 125% of the pre-application gross floor area or coverage of the qualifying principal building as may be applicable per Table 5.4.8-1 Historic Building Rehabilitation Bonus

Sec. 4.4.6 Recreation, Conservation, and Open Space Districts

(a) - (d) – As Written.





*Map 4.4.6-1 Recreation, Conservation, Open Space Districts***PART 5: OVERLAY ZONING DISTRICT REGULATIONS****Sec. 4.5.1 Design Review Overlay District****(a) Purpose:**

The Design Review Overlay District (DR) is intended to provide detailed individual review of certain uses and structures in those areas of the city which contain structures of historical, architectural, or cultural merit, and where the community has a particular interest in the design of future development in order to address specific land development objectives.

(b) Areas Covered:

The geographic¹ areas subject to the Design Review Overlay shall be as delineated on Map 4.5.1 – 1: Design Review Overlay, that include the following:

(1) The following zoning districts:

- A. The Downtown Waterfront – Public Trust district and all Neighborhood Mixed Use, Enterprise, Institutional, Urban Reserve, and Recreation, Conservation and Open Space districts; and,
- B. Portions of the Residential Districts as identified in Map 4.5.1-1 and described below. ~~The High Density Residential (RH), Medium Density Residential (RM), Medium Density Residential – Waterfront (RM-W), and Residential Low Density – Waterfront (RL-W) districts.~~

(2) The following areas within ~~the~~ Residential ~~– Low Density~~ Districts:

- A. – G. As Written.

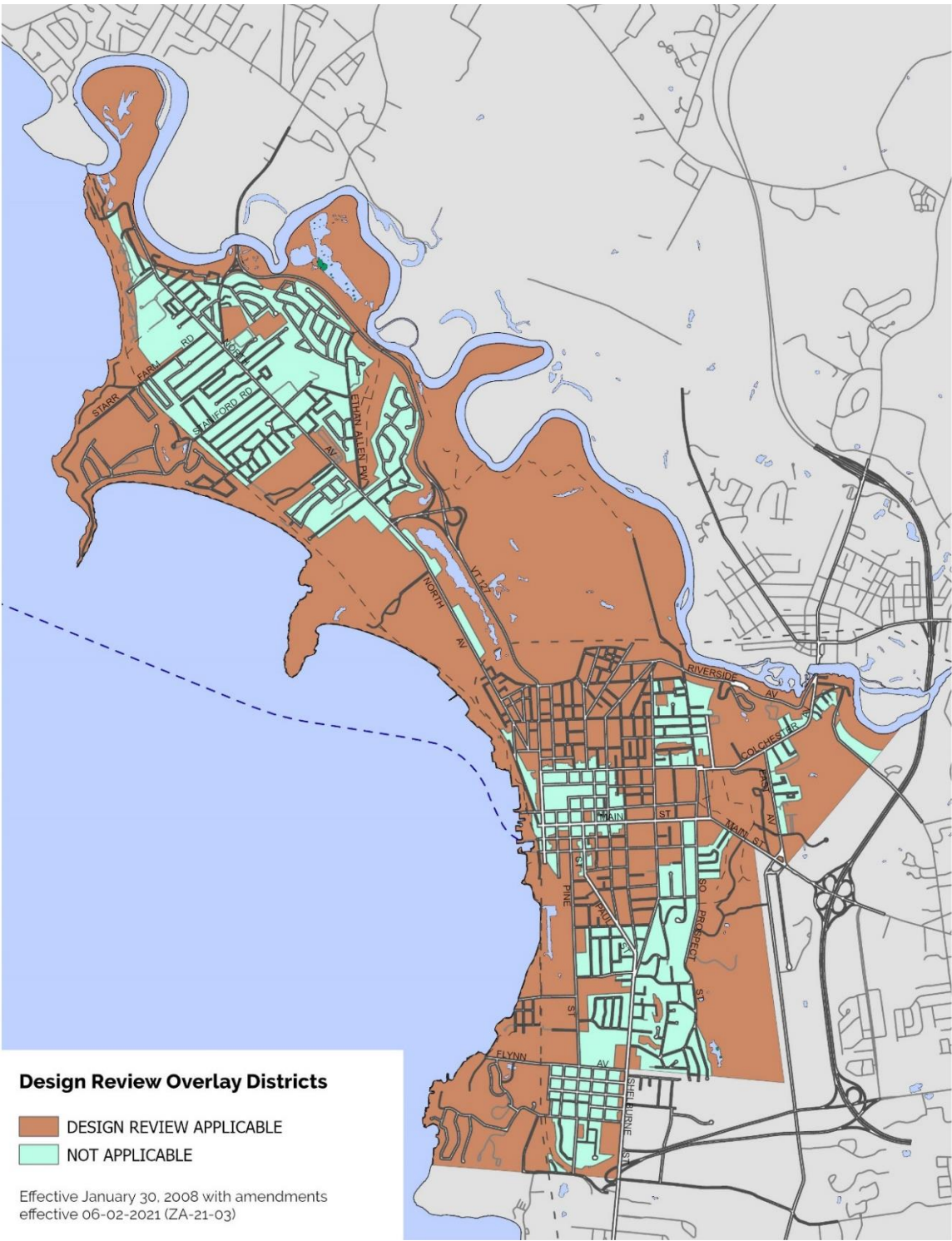
(3) The following uses, buildings, and properties within ~~the~~ Residential ~~– Low~~ Districts:

- A. As Written.

(c) District Specific Regulations: Design Review Overlay District:

Within this overlay district, no structure may be erected, reconstructed, substantially altered, restored, moved, or demolished or any site improvement or modification made without approval subject to the provisions of Article 3, Part 4 pertaining to Design Review and the review criteria described in Art 6.

¹ This Section only defines the geographic areas of the city that are subject to Design Review. Other types of development are also subject to Design Review pursuant to the requirements of Article 3, Part 4.



Map 4.5.1-1: Design Review Overlay

Sec. 4.5.2 Institutional Core Campus Overlay Districts

(a) - (h) – As Written.

Sec. 4.5.3 RH Density Bonus Overlay District

(a) Purpose:

The RH Density Bonus Overlay District is intended to provide an incentive for the conversion of non-residential uses to residential uses within the RH Zoning District to reduce the number of non-conforming uses and increase the supply of housing near the downtown area.

(b) Areas Covered:

The RH Density Bonus Overlay District includes that portion of the RH Zoning District bordered on the north by Main Street, on the south by Maple Street, on the west by Pine Street and on the east by South Union Street as delineated on Map 4.5.3-1 RH Density Bonus Overlay District. Eligible properties shall be limited to only those existing non-residential single lots of record as of February 8, 2001 of at least one-half acre in size (21,780 sqft). Contiguous lots shall not be combined to meet this minimum lot size standard with the following exception: a half-acre lot may be combined with any contiguous surface parking lot(s) of any size in order to receive the benefits as set forth in this overlay.



Map 4.5.3-1: RH Density Bonus Overlay

~~(c) — District Specific Regulations: RH Density Bonus Overlay:~~~~1. — Conditional Use Review~~~~Any redevelopment undertaken pursuant to the provisions of this overlay district shall be subject to conditional use review pursuant to Article 3.~~~~2. — Maximum Residential Density:~~~~An existing non-residential property may be redeveloped for a residential use at a density not to exceed 92 units per acre inclusive of any applicable inclusionary allowances pursuant to Article 9 or development bonuses pursuant to Sec. 4.4.5.~~~~3. — Building Height:~~~~For the purposes of regulating building height, this overlay district is divided into the following two (2) areas:~~~~A. — In that portion of this overlay between South Union and Church Street, in no event shall the height of any structure exceed sixty eight (68) feet.~~~~B. — In that portion of this overlay between Church and Pine Street, in no event shall the height of any structure exceed fifty five (55) feet.~~~~Subject to such maximum building heights, the following shall also apply:~~~~C. — The height of any proposed building or addition shall not be more than fifteen (15) feet greater than the average height of existing buildings within the same block having frontage on the same street as the proposed;~~~~D. — A height greater than that allowed in (C) above may be permitted if such additional height is set back from the front property line a minimum of twenty five percent (25%) of the width of the street right of way, and in no event less than fifteen (15) feet from the front property line.~~~~E. — The height allowance for frontage on one street shall not adversely impact the streetscape of an adjacent street, in the judgment of the development review board~~~~F. — That portion of any building which is constructed to a height in excess of the height allowed per the underlying zoning district as provided above, must maintain a setback equal to fifty percent (50%) of that portion's height from the property line shared with any adjacent residential structure. The distance of such a setback will be maintained only for that portion of the building immediately adjacent to an existing residential property.~~~~4. — Setbacks:~~~~Front yard setbacks shall be as required in the underlying zoning district, subject to the following exceptions:~~~~A. — Up to twenty five percent (25%) of the building façade above the ground level story may project into the front yard setback by not more than fifty percent (50%) for the purpose of creating architectural variation and avoiding large expanses of undifferentiated building wall.~~~~B. — At the ground level, patios, paved courtyards, and sitting areas may be allowed within the front setback. Such allowances are subject to approval by the development review board under the design review criteria of Article 6. If the board deems it necessary, it may impose a greater setback in order to achieve the streetscape objectives found in Article 6.~~

5. Construction Materials:

Any new structure utilizing the height bonus provisions as specified under this subsection shall be constructed of quality masonry materials or other comparable materials of similar durability on all elevations. The exterior material and windows shall also be of a type that the DRB deems effective for sound buffering.

6. Parking Standards:

In addition to the parking standards found in Article 8, the following shall also apply within this Overlay:

At least seventy-five (75%) of the parking spaces shall be provided onsite as structured parking spaces. Any structured parking shall be concealed by the structure or the building so that it is not visible from the street (the entrance and exit may be visible).

7. Permitted Non-Residential Uses:

The following nonresidential uses may be permitted by the DRB on the ground floor of the structure: art gallery, bakery, bank/credit union, beauty/barber shop, daycare, food store, health club, laundromat, office (general), office (medical or dental), open air market, photo studio, restaurant, retail, tailor shop, and theatre.

8. Residential Occupancy:

Each unit of any structure erected pursuant to this subsection shall be occupied by a "family" as defined in Article 13.

9. Character of the Area Affected:

When the DRB reviews a project under the provisions of Article 3 Conditional Use Review, it shall take into consideration that developments utilizing this bonus are located in an area adjacent to the Downtown. In making its determinations and setting conditions under the standard "Character of the area affected," the DRB shall consider that it is the public policy of the City of Burlington that where there are conflicts between public uses and activities and the quiet enjoyment of residents in developments utilizing the bonuses permitted in the underlying district, the public uses and activities shall take precedence and the development shall be designed in a manner that mitigates the conflicts.

Sec. ~~4.5.4~~ 4.5.3 Natural Resource Protection Overlay (NR) District

(a) As Written.

(b) Areas Affected

This overlay district consists of all areas delineated on Map ~~4.5.4-1~~ 4.5.3-1 Natural Resources Protection Overlay (NR) District and is divided into four (4) subparts:

1. As Written.
2. A Wetland Conservation Zone which consists of wetlands and corresponding upland buffer area for the following areas:
 - A. Uplands within 100 feet of all wetlands depicted in Map ~~4.5.4-1~~ 4.5.3-1 Natural Resource Protection Overlay District except in cases where the State of Vermont has established a greater buffer zone width; and,
 - B. As Written.
3. - 4. As Written.

(c) - (e) As Written.

(f) District Specific Regulations: Special Flood Hazard Area:

1. - 2. As Written.

3. **Permitted Uses in Special Flood Hazard Areas (including Floodway areas)**

- A. All those permitted open space uses as listed in Section ~~4.5.4~~ 4.5.3.(f)2 above shall be permitted in the Special Flood Hazard Areas.
- B. All other uses permitted in the underlying zoning district are permitted only upon review and approval per subpart 7 below.

4. - 7. As Written.

8. Approval Conditions
As Written.

A. - G. As Written.

B. Recreational Vehicles:

Recreational Vehicles placed on sites with special flood hazard areas shall either:

A. Be on the site for fewer than 180 consecutive Days, or

B. Be fully licensed and ready for highway use, or

C. Be permitted in accordance with the elevation and anchoring requirements for “manufactured homes” in Sec. 4.5.4 4.5.3(f)8D.

9. - 11. As Written.

Sec. 4.5.5 RL Larger Lot Overlay District

(a) Purpose:

The RL Larger Lot Overlay District is intended to maintain the existing residential development pattern of larger residential lots reflective of the respective neighborhoods’ development history.

(b) Areas Covered:

The RL Larger Lot Overlay District includes those portions of the RL Zoning District as delineated on Map 4.5.5-1 RL Larger Lot Overlay District.

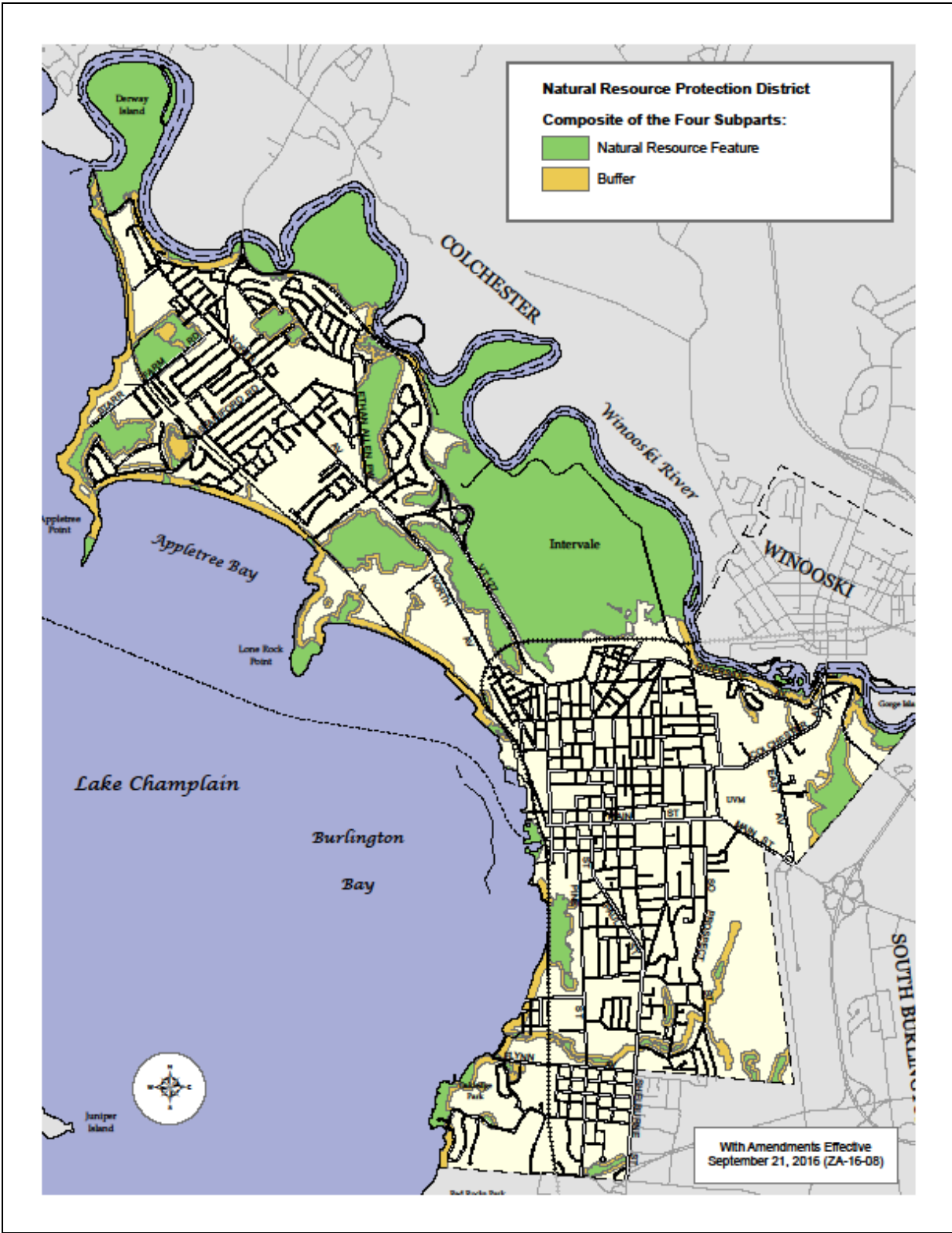
(c) District Specific Regulations: RL Larger Lot Overlay

1. Minimum Lot Size and Density

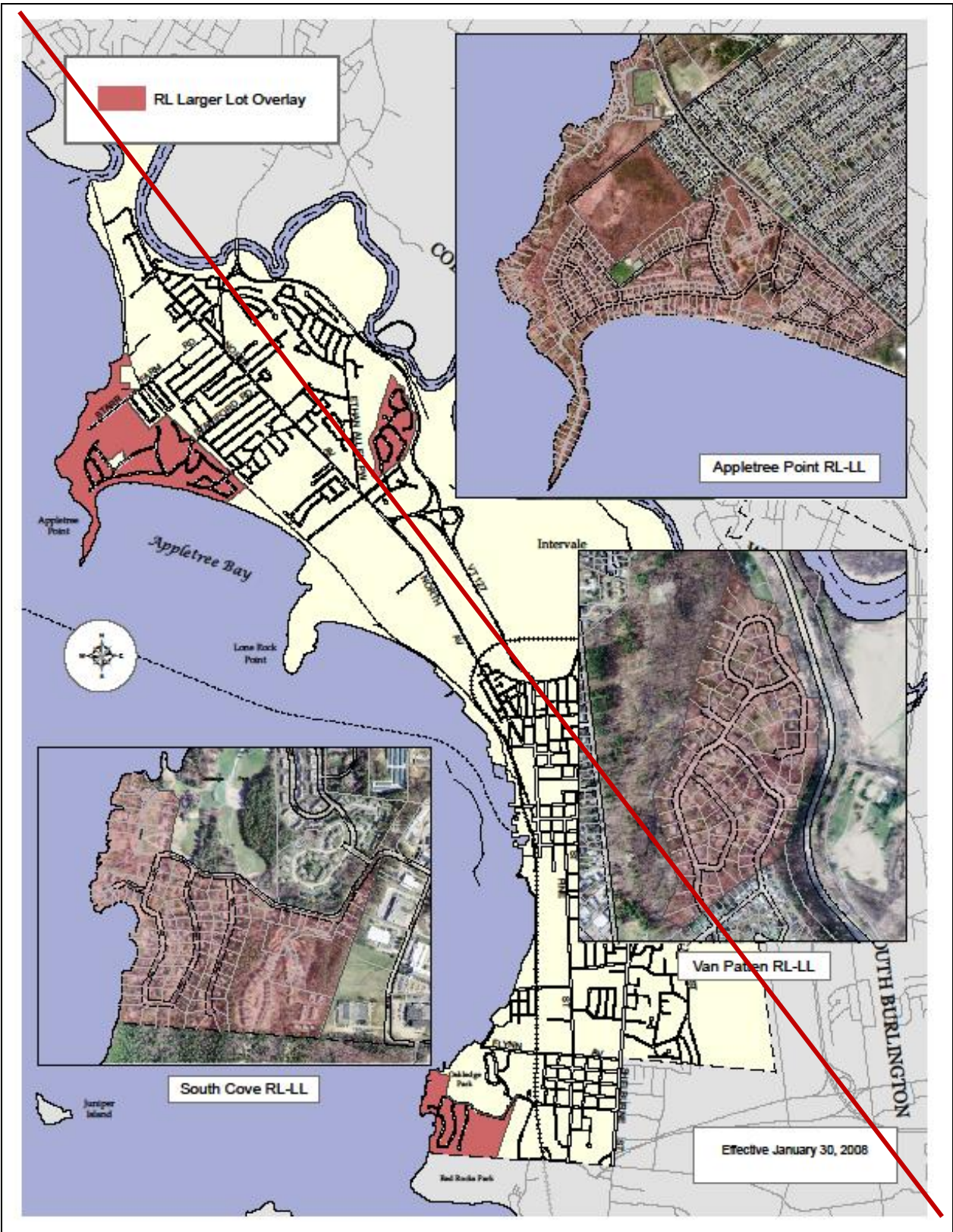
The density and intensity of development and dimensions of building lots in the RL Larger Lot Overlay shall be modified from the underlying RL or RL-W standards of Table 4.4.5 and 4.4.5-2 as follows:

Table 4.5.5-1: Residential Density, Minimum Lot Size and Frontage: RL Larger Lot Overlay

	Minimum Lot Frontage¹ (In linear feet)	Minimum Lot Size (In square feet)	Maximum dwelling units per acre² (without bonuses or any Inclusionary Zoning allowances)
Single detached dwelling	75-feet	9,900sqft	4.4 units/acre
Duplex and above	100 feet	15,840 sqft	5.5 units/acre
The DRB may adjust the frontage requirements for lots fronting on cul-de-sacs, multiple streets, or corner lots reflecting the existing neighborhood pattern on each respective street. Inclusive of new streets but exclusive of existing streets.			



Map 5.4-14.5.3-1: Natural Resource Overlay District



~~Map 4.5.5-1: RL Larger Lot Overlay~~

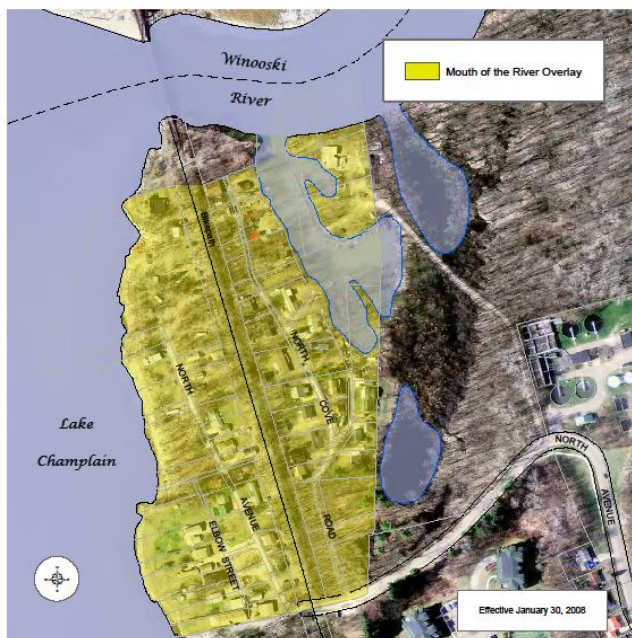
~~Sec. 4.5.6 4.5.4~~ Mouth of the River Overlay District

(a) As Written.

(b) Areas Covered.

The Mouth of the River Overlay District includes those portions of the RL Zoning District as delineated on Map ~~4.5.6-1~~ 4.5.4-1.

(c) As Written.



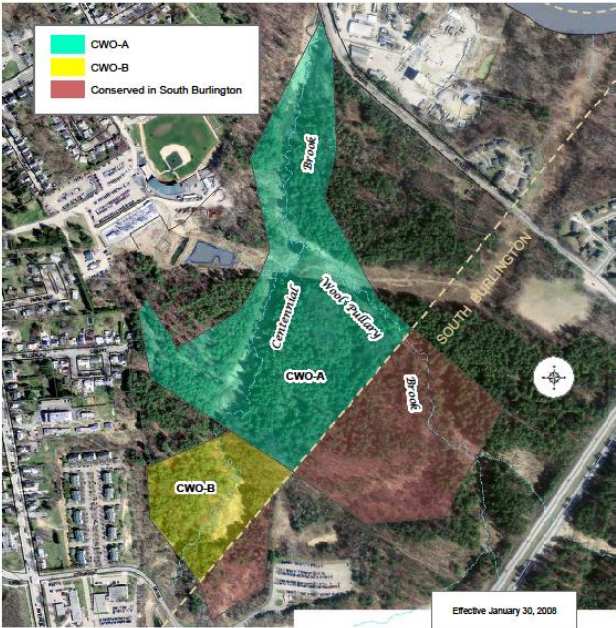
~~Map 4.5.6-1 4.5.4~~: Mouth of the River Overlay

~~Sec. 4.5.7 4.5.5~~ Centennial Woods Overlay District

(a) As Written.

(b) Areas Covered.

The Centennial Woods Overlay District includes those portions of the Institutional (I) and RCO-Recreation/Greenspace (RCO-RG) zoning districts as delineated on Map ~~4.5.7-1~~ 4.5.5-1.



Map ~~4.5.7-1~~ 4.5.5-1: Centennial Woods Overlay

(c) As Written.

Sec. ~~4.5.8~~ 4.5.6 South End Innovation District Overlay ~~District~~

(a) Purpose: As Written.

(b) Areas Covered:

The South End Innovation District includes those portions of the E-LM Zoning District as delineated on Map ~~4.5.8-1~~ 4.5-6-1.

(c) District Specific Regulations

~~The South End Innovation District includes those portions of the E-LM Zoning District as delineated on Map 4.5.8-1.~~

Table 4.5.~~68~~-1: SEID Dimensional Standards & Density

Block Perimeter ¹	Max. Intensity (floor area ratio ^{2,3})	Max Building Size per Floorplate ^{4,5}	Max. Lot Coverage & Pervious Surface Required ⁶	Minimum Building Setbacks ⁷			Max. Height ⁸
				Front	Side	Rear	
1,600' max	2.5 FAR	Floors 1-6: 15,000 sq. ft. Floors 7-8: 10,000 sq. ft. <i>Except as</i>	80% max impervious 25% min of pervious area	0' min 20' max ⁵	0' min 20' max ⁵	0' min 20' max ⁶	85'

		<i>permitted by Sec.4.5.8-6(c) 1</i>	must utilize GSI				
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1. Blocks may be enclosed by any combination of streets within public Rights-of-Way or Public Paths. Where a property abuts a railroad or area identified as Wetland, Conservation or Natural Area on Map ~~4.5.4-1~~ 4.5.3-1 Natural Resource Protection Overlay District, such boundaries may serve as enclosing block boundaries.
2. – 7. *As written.*
8. Maximum building height in the E-SEID shall be further limited by Map ~~4.5.8-2~~ 4.5.6-2: SEID Specific Height Area Map.

1. Dimensional Standards & Density

Within the SEID the standards set forth in *Table* ~~4.5.8-1~~ 4.5.6-1 shall apply to new development and redevelopment, except:

~~A. Exception for Educational Uses:~~

~~a.~~ Floors 7-8 may increase maximum size to 15,000 sq.ft. per floorplate for buildings constructed of Mass Timber consistent with currently adopted Building Code as contained under Chapter 8 of the City Code of Ordinances.

~~b.~~ The maximum lot coverage may be increased by 10%, to a maximum of 90%, if the site is certified as Gold or Platinum under the SITES system, as administered by Green Business Certification, Inc. (GBCI) or if all of the pervious area on the lot is constructed from one or more of the following Green Stormwater Management (GSI) techniques: constructed wetland, suspended pavement planted with one shade tree per 250 square feet of area, or pervious pavement. No more than 50% of the GSI area may utilize pervious pavement.

Table 4.5.~~86~~-2: Frontage and Activation Standards *As written.*

2. *Frontage and Ground Floor Activation Standards*

As Written

3. *Parking*

As Written

4. *Uses*

Within the ~~E~~-SEID, only the following uses shall be permitted.

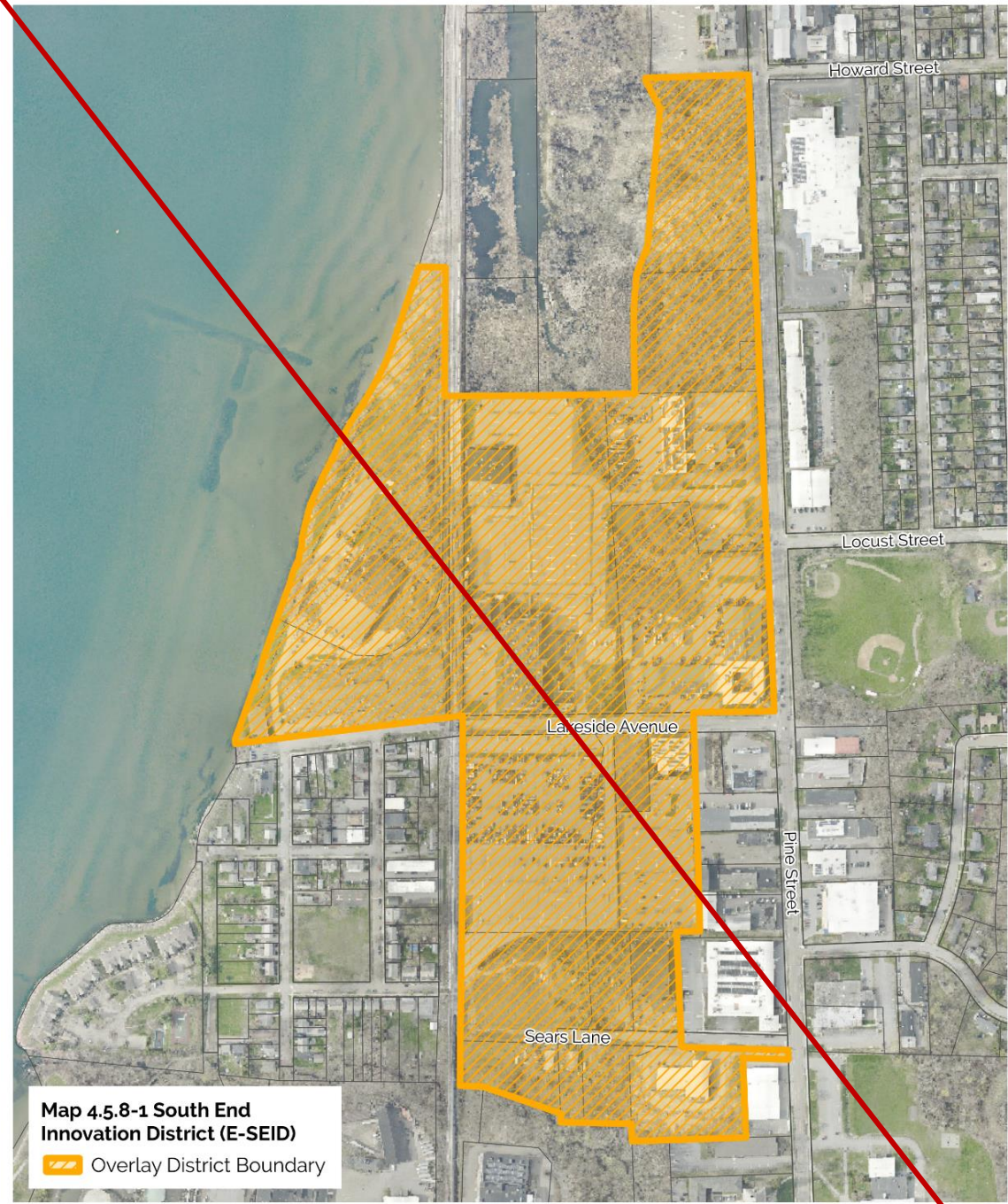
Table 4.5.~~68~~-3 Uses Permitted & Limited within the SEID

Permitted Uses:	
Residential ¹	

Non-Residential	
***	***

1. Residential uses are permitted only in new buildings, or in additions to existing buildings, built after January 1, 2023.
2. Parking Structure and Parking Lot uses are regulated by Sec. 4.5.~~68~~(c) 3 Parking and Table 4.5.~~68~~-1 SEID Dimensional Standards & Density.

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713
714



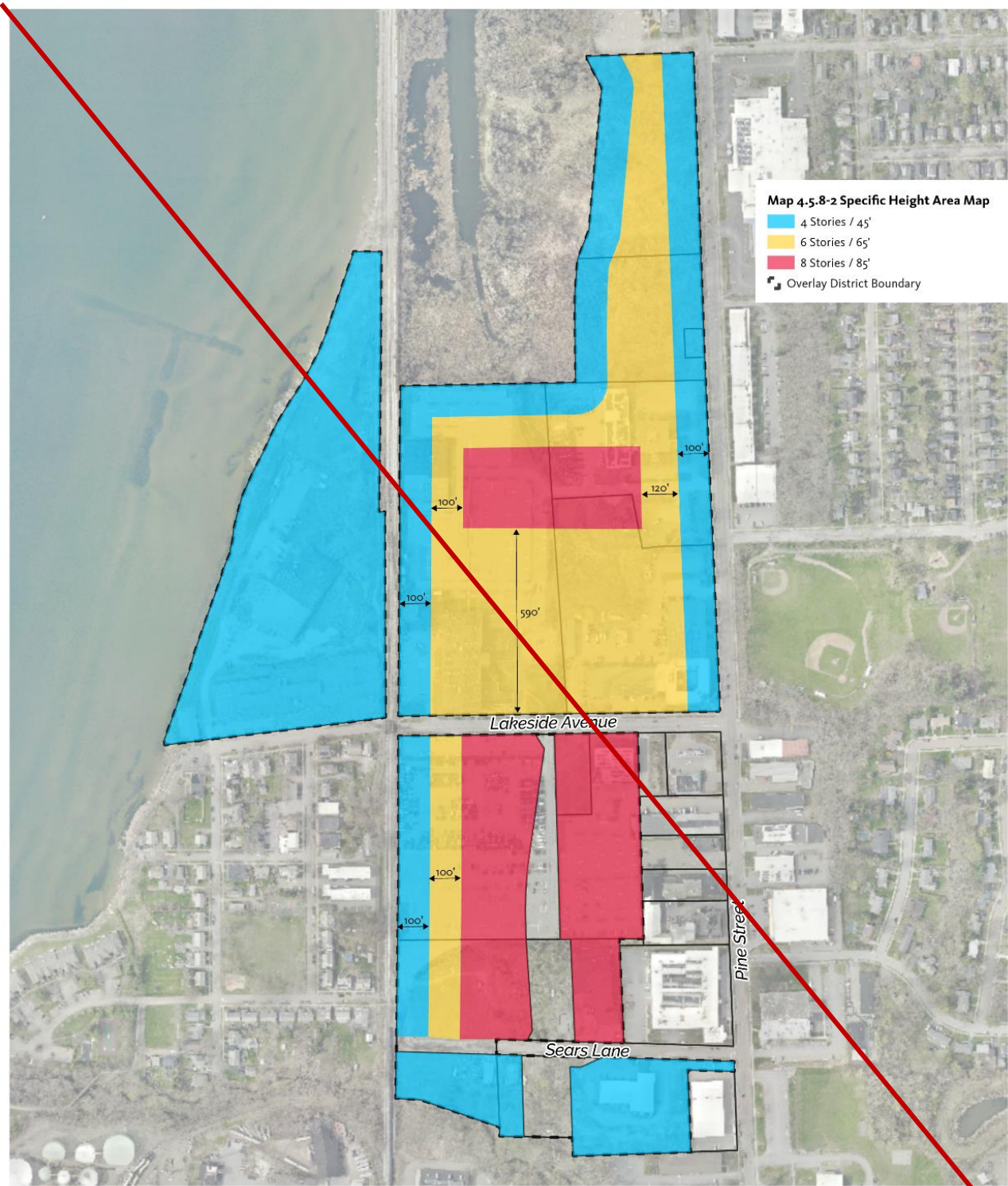
South End Innovation District (E-SEID) Overlay Boundary

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716



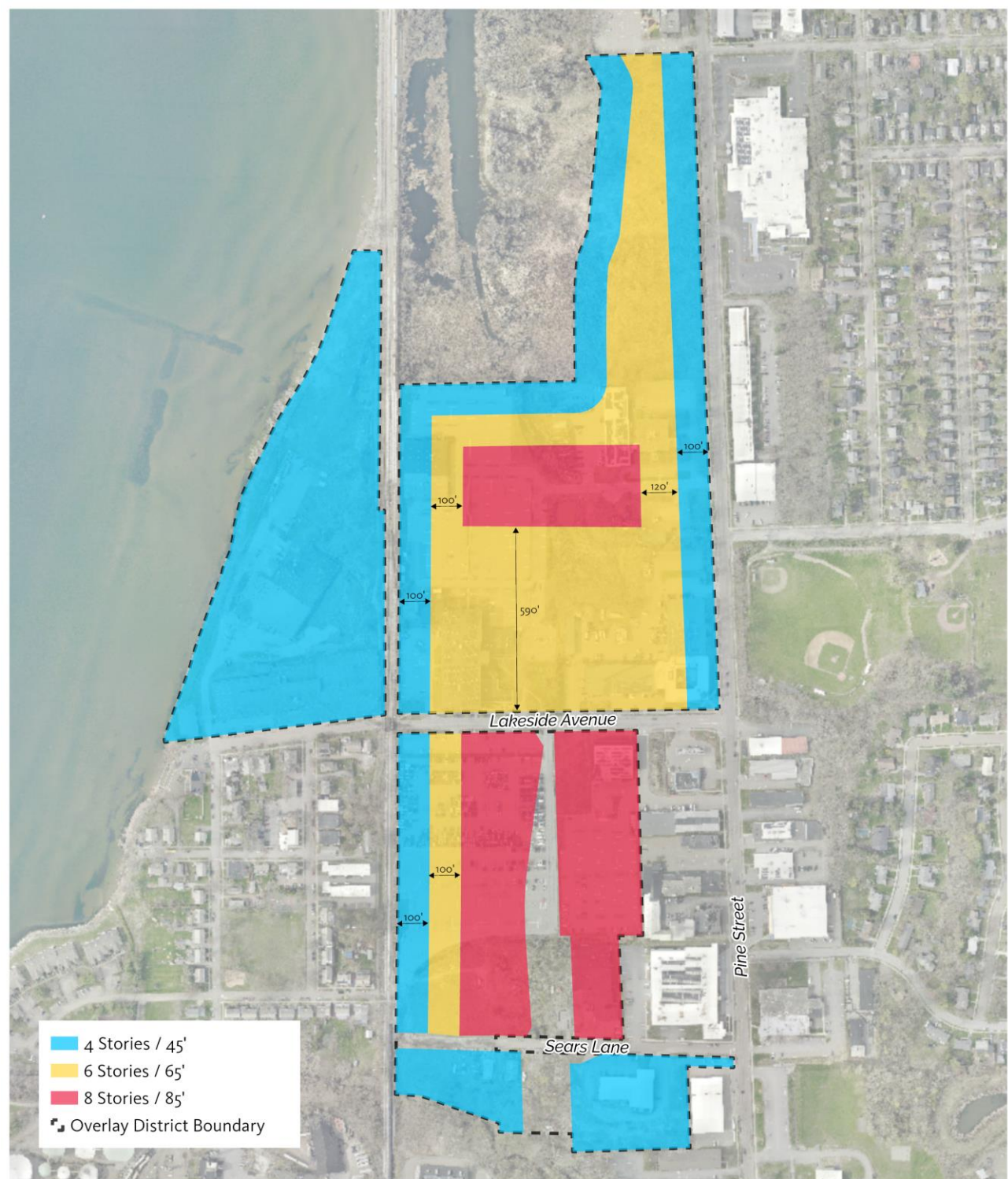
Map 4.5.6-1 South End Innovation District (E-SEID)
Overlay Boundary





South End Innovation District (E-SEID) Specific Height Area Map





Map 4.5.6-2 South End Innovation District (E-SEID)
Specific Height Area Map

Article 5: Citywide General Regulations**PART 1: USES AND STRUCTURES**

Sec. 5.1.2 Structures

Except as otherwise provided by law or by this ordinance, no structure in any district shall be created, removed or altered except in conformance with the provisions of this Article and the requirements of the district in which such land or structure is located.

(a) - (b) *As written.*

(c) Principal Structures:

~~Only one principal structure shall be permitted on any lot~~ More than one principal structure is permitted on in any a lot within a residential zoning district defined pursuant to subject to the limits of Article 4 – Zoning Districts Sec. 4.4.5 Residential Districts, or as ~~unless~~ otherwise authorized pursuant to the requirements of Article 11 – Planned Development. In all other districts, more than one principal structure may be permitted on any single lot.

(d) Accessory Residential Structures or Buildings:

An accessory structure or building customarily incidental and subordinate to a principal residential use, structure, or building shall also be governed by the provisions of Sec. 4.4.5(d) ~~34. (B).~~

(e) - (f) *As written.*

PART 2: DIMENSIONAL REQUIREMENTS**Sec. 5.2.1 ~~Reserved.~~ Existing Small Lots**

~~Any small lot of record existing as of April 26, 1973 may be developed for the purposes permitted in the district in which it is located even though not conforming to minimum lot size requirements if the lot:~~

- ~~• can be served by municipal water and sewer service; and,~~
- ~~• is at least four thousand (4,000) square feet in area; and,~~
- ~~• has a minimum width and depth dimension of forty (40) feet or more.~~

~~Any such development shall require a permit pursuant to standards of Article 4 and, where design review is applicable, the design review provisions of Article 3 and the development standards of Article 6.~~

Sec. 5.2.2 Required Frontage or Access

As Written.

Sec. 5.2.3 Lot Coverage Requirements

As Written.

Sec. 5.2.4 Buildable Area Calculation & Steep Slopes Overlay District

As Written.

(a) Buildable Area Calculation

For any properties two (2) or more acres in size within any RCO, ~~WRM~~, RM, ~~WRL~~, or RL zoning district, the maximum building density or lot coverage shall be calculated using the buildable area only. Buildable area shall be deemed to include only those portions of a property that are not inundated at least six months per year by water including streams, ponds, lakes, wetlands and other bodies of water; and lands with a slope in excess of 30%.

The DRB may under conditional use criteria allow up to 50% of the maximum building density or lot coverage to be calculated on lands with a slope between 15-30% if the applicant can demonstrate that the additional density or lot

coverage will be compatible within the existing scale and intensity of the surrounding neighborhood, and not have an undue negative impact on sensitive natural features.

(d) Steep Slopes Overlay District

As Written.

Sec. 5.2.5 Setbacks

Setbacks between structures and property lines where required are intended to provide access to light and air, provide fire separation and access, and maintain the existing neighborhood pattern of structures and open spaces between them and to the street.

(a) Setbacks Required:

As Written.

(b) Exceptions to Yard Setback Requirements:

The following projections into required yard setbacks may be permitted subject to the standards of Article 6 to ensure compatibility with neighboring properties:

1. *through 6. As Written*
7. Shared-Driveways. Common or shared driveways and walkways along shared property lines and associated parking areas, including those to serve residential lots and developments per Sec. 4.4.5 (d) 4.A and Sec. 5.2.2, do not have to meet setback requirements along the shared property line. Other driveway encroachments may be permitted subject to Sec. 4.4.5 (d) 1.A.
8. Additional exceptions for nonconforming structures under Sec. 5.3.5.

Sec. 5.2.6 Building Height Limits

As Written.

Sec. 5.2.7 Density Calculations

As Written.

PART 3: NON-CONFORMITIES

Sec. 5.3.1 – 5.3.3 *As Written.*

Sec. 5.3.4 Nonconforming Uses

(a) Changes and Modifications

As Written

1. Nonconforming Non-Residential Use:

A nonconforming non-residential use shall not be expanded or altered in any way, other than to full conformity under this Ordinance, except as follows:

A. Exception for residential conversion.

A non-residential nonconforming use may be converted to a residential non-conforming use pursuant to the applicable residential conversion provisions of Sec. 4.4.5 (d)6(1).

B. Existing Neighborhood Commercial Uses.

Existing non-residential uses intended to primarily serve the nearby residential area shall not be considered non-conforming to the extent they comply with the provisions of Sec. 4.4.5(d)(35).

2. Nonconforming Residential Use:

A change or expansion of a non-conforming residential use may be allowed subject to conditional use approval pursuant

to the provisions of Article 3, Part 5 by the DRB provided:

- A. Such expansion does not add any additional dwelling units except as may be permitted for residential conversion bonuses approved per the provisions of Sec. 4.4.5(d)(~~16~~), this Historic Building Rehabilitation Bonus under Sec. 5.4.8 (e) and for Accessory Dwelling Units per the provisions of Sec. 5.4.5.;
- B. Such expansion does not increase the degree of non-conformity of any non-conforming structure; and,
- C. In such cases where the non-conforming residential use is located in a zoning district where residential uses are generally permitted, expansion of a non-conforming residential use into an existing and previously uninhabited attic or basement within the principle structure may be permitted subject to administrative review provided no additional dwelling units are created, except for Accessory Dwelling Units per Sec. 5.4.5.

(b) Discontinuance

As Written.

PART 4: SPECIAL USE REGULATIONS

Sec. 5.4.1 - Sec. 5.4.7 *As Written.*

Sec. 5.4.8 Historic Buildings and Sites

As Written.

(a) - (d) *As written.*

(e) Historic Building Rehabilitation Bonus

In order to facilitate the rehabilitation and reuse of historic buildings in Residential and Institutional districts, development in excess of the limits set forth in Tables 4.4.1-1, 4.4.5-~~2-1~~ and 4.4.5-~~2-3~~ may be permitted by the DRB subject to all of the following conditions:

i. - iii. *As Written.*

iv. Neighborhood commercial uses may be permitted by the DRB subject to the applicable requirements of Sec. 4.4.5(d)(~~35~~)(A); and,

v. *As Written.*

Sec. 5.4.9 - Sec. 5.4.11 *As Written.*

Sec. 5.4.12 Mobile Home Parks

As Written.

a) Mobile Home Parks

Regarding the establishment and operation of a Mobile Home Park:

1. The required minimum ~~lot size, lot frontage, and waterfront setback, and required maximum density and building height~~ lot and building dimensions, development intensities, and setbacks shall be as required per the applicable Zoning District standards found in Tables 4.4.5-1 and, 4.4.5-2, and 4.4.5-3.
2. - 8. *As Written.*

b) Non-Conforming Mobile Home Parks

As Written.

Article 6: Development Review Standards**PART 2: SITE PLAN DESIGN STANDARDS****Sec. 6.2.1** *As written.***Sec. 6.2.2** *Review Standards*

(a) - (g) *As Written.*

(h) **Building Location and Orientation:**

The introduction of new buildings and additions shall ~~be consistent with the intent of the district, maintain the existing development pattern and rhythm of structures along the existing streetscape.~~ New buildings and additions should be aligned with the front façade of neighboring buildings to reinforce the existing “street-edge,” or where necessary, located in such a way that complements existing natural features and landscapes. Buildings placed in mixed-use areas where high volumes of pedestrian traffic are desired should seek to provide sufficient space (optimally 12-15 feet) between the curbline and the building face to facilitate the flow of pedestrian traffic. In such areas, architectural recesses and articulations at the street-level are particularly important, and can be used as an alternative to a complete building setback in order to maintain the existing street wall.

**Remainder of section As Written.*

PART 3: ARCHITECTURAL DESIGN STANDARDS**Sec. 6.3.1** *Applicability*

These standards are enacted and shall be satisfied for the approval of all development subject to the provisions of this ordinance found in Article 3, Section 3.4.2(b) – Design Review.

Sec. 6.3.2 *Review Standards*

(a) **Relate development to its environment:**

Proposed buildings and additions shall be appropriately scaled and proportioned for their function and with respect to ~~their context~~ the purpose of the zoning district. They ~~shall~~ should integrate harmoniously into the topography, and to the use, scale, and architectural details of existing buildings in the vicinity; however, such consideration shall not require building height to be more limited than otherwise allowed within an applicable zoning district or overlay zone per Article 4.

The following shall be considered:

1. Massing, Height and Scale:

While architectural styles or materials may vary within a streetscape, proposed development ~~shall~~ should maintain an overall scale similar to that of surrounding buildings, or provide a sensitive transition, where appropriate, to development of a dissimilar scale.

In low and medium ~~density~~ residential districts, the height and massing of existing residential buildings ~~is the most important consideration~~ should be carefully considered when evaluating the compatibility of additions and infill development; however, no modifications by the DRB shall be made to projects which otherwise limit the allowable Principal Structure footprint, height and number of units per building otherwise permitted by Tables 4.4.5-1 and 4.4.5-2.

**Remainder of section As Written.*

2. – 3. As Written.

(b) - (i) As Written.

Article 11: Planned Development

PART 1: PLANNED UNIT DEVELOPMENT

Sec. 11.1.1 – Sec. 11.1.2 – As Written.

Sec. 11.1.3 General Requirements and Applicability

With the exception of development subject to the requirements of Art 14, any development involving multiple lots, tracts or parcels of land to be developed as a single entity, or seeking to place multiple structures and/or uses on a single lot where not otherwise permitted, may be permitted as a PUD subject to the provisions of this Article.

A planned unit development may be permitted subject to minimum project size as follows in the following districts:

Districts	Minimum Project Size
RH, RM, RM-W , Downtown Waterfront – Public Trust District and Neighborhood Mixed Use, Institutional, E-LM	No minimum project size.
RL, RL-W , RCO-R/G	2 acres or more

Sec.11.1.4 Modification of Regulations.

With the approval of the DRB after a public hearing, the following modifications of the requirements of the underlying zoning may be altered within a planned unit development:

- ~~density, minimum lot size~~, frontage, lot coverage, and setback requirements may be met as calculated across the entire project rather than on an individual lot-by-lot basis;
- required setbacks may apply only to the periphery of the project rather than on an individual lot-by-lot basis;
- ~~more than one principal use and more than one principal structure may be permitted on a single lot;~~
- ~~one or more residential uses not otherwise permitted may be permitted;~~ and,
- buildings may be of varied types including single detached, attached, duplex or apartment construction.

Any proposed modifications of regulations shall be listed in a statement accompanying the application submission and such modifications shall be subject to the provisions of Sec. 11.1.5 and Sec. 11.1.6.

Article 13: Definitions

Sec. 13.1.2 Definitions

Building Height: The vertical measurement of a building. See Sec. ~~2-75.2.6~~ for specific calculation provisions.

Appendix A- Use Table – All Zoning Districts ***See attached markups.*

- * Material stricken out deleted.
 - ** Material underlined added.
- MET/Ordinances 2024/ZA-24-02 Neighborhood Code
3/1/24 for City Council Public Hearing 3/25/24

ZA-24-02: Appendix A-Use Table – All Zoning Districts

	Urban Reserve	Recreation, Conservation & Open Space			Institutional	Residential				Downtown Mixed Use ⁱ	Neighborhood Mixed Use				Enterprise	
USES	UR	RCO - A	RCO - RG	RCO - C	I	RL AW	RM AW	RH	<u>RC</u>	DW-PT ¹⁶	NMU	NAC	NAC-RC	NAC-CR	E-AE	E-LM ³⁴
RESIDENTIAL USES	UR	RCO - A ¹	RCO - RG	RCO - C	I	RL AW	RM AW	RH	<u>RC</u>	DW-PT ¹⁶	NMU	NAC	NAC-RC	NAC-CR	E-AE	E-LM
Single Detached Dwelling	N	N ¹	N	N	Y	Y 2	Y 2	N ³⁰	<u>N³⁰</u>	N	N ³⁰	N ³⁰	N ³⁰	N	N	N
Attached Dwellings - Duplex	N	N ¹	N	N	Y	Y ²	Y 2	Y	<u>Y</u>	N	Y ³	N	Y	N	N	N
Attached Dwellings - Multi-Family (3 or more)	N	N ¹	N	N	Y	NY ²	Y 2	Y	<u>Y</u>	N	Y	Y	Y	Y	N	N
RESIDENTIAL SPECIAL USES	UR	RCO – A	RCO - RG	RCO - C	I	RL AW	RM AW	RH	<u>RC</u>	DW-PT ¹⁶	NMU	NAC	NAC-RC	NAC-CR	E-AE	E-LM
Assisted Living	N	N	N	N	CU	CU	Y	Y	<u>Y</u>	N	Y	Y	Y	Y	N	N
Boarding House ⁶ (4 persons or less)	N	N	N	N	CU	CU	Y	Y	<u>Y</u>	N	Y	Y	Y	N	N	N
Boarding House ⁶ (5 persons or more)	N	N	N	N	CU	CU	CU	CU	<u>Y</u>	N	CU	CU	CU	N	N	N
Community House (See Sec.5.4.4)	N	N	N	N	CU	CU	CU	CU	<u>CU</u>	N	CU	CU	CU	CU	N	N
Convalescent /Nursing Home	N	N	N	N	CU	CU	Y	Y	<u>Y</u>	N	Y	Y	Y	Y	N	N
Dormitory ⁵	N	N	N	N	CU	N	N	N	<u>N</u>	N	N ²⁵	CU	CU	N	N	N
Emergency Shelter ³¹	N	N	N	N	N	CU	CU	CU	<u>CU</u>	N	CU	CU	CU	CU	N	N
Group Home	N	N	N	N	Y	Y	Y	Y	<u>Y</u>	N	Y	Y	Y	Y	N	N
Historic Inn (See Sec.5.4.2)	N	N	N	N	CU	CU	CU	CU	<u>CU</u>	N	CU	Y	Y	Y	N	N
Mobile Home Park	N	N	N	N	N	CU	CU	N	<u>N</u>	N	N	N	N	N	N	N
Sorority/Fraternity ⁵	N	N	N	N	CU	N	N	N	<u>N</u>	N	N	N	N	N	N	N
Short Term Rental ³³	N	N	N	N	Y	Y	Y	Y	<u>Y</u>	N	Y	Y	Y	Y	N	N
NON-RESIDENTIAL USES	UR ²¹	RCO - A	RCO - RG	RCO - C	I	RL AW	RM	RH	<u>RC</u>	DW-PT ¹⁶	NMU	NAC	NAC-RC	NAC-CR	E-AE	E-LM
Adult Day Care	N	N	N	N	CU	N	N	N	<u>N</u>	N	Y	Y	Y	Y	N	N
Agricultural Use ²⁰	N	Y	Y	CU	Y	N	N	N	<u>N</u>	N	N	N	N	N	Y	N
Amusement Arcade	N	N	N	N	N	N	N	N	<u>N</u>	N	N	CU	CU	CU	N	N
Animal Boarding/Kennel/Shelter	N	CU	N	N	N	N	N	N	<u>N</u>	N	N	CU	CU	CU	CU	CU ²⁷
Animal Grooming	N	N	N	N	N	N	N	N	<u>Y</u>	N	Y	Y	Y	Y	CU	CU ²⁷
Animal Hospitals/Veterinarian Office	N	CU	N	N	CU	N	N	N	<u>N</u>	N	CU	CU	CU	CU	Y	Y ²⁷
Appliance Sales/Service	N	N	N	N	N	N	N	N	<u>Y</u>	N	Y ²⁴	Y	Y	Y ²⁴	N	Y ²⁷
Aquarium	N	N	CU	N	CU	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	N	N	N	N	N	N
Art Gallery/Studio	N	N	N	N	Y	N	N	CU ¹³	<u>N</u>	(See Sec.4.4.1(d) 1)	Y	Y	Y	Y	Y	Y
Auction House	N	N	N	N	N	N	N	N	<u>N</u>	N	N	Y	Y	N	N	CU ²⁷
Automobile Body Shop	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	Y	N	N	Y ²⁷

ZA-24-02: Appendix A-Use Table – All Zoning Districts

Automobile & Marine Parts Sales	N	N	N	N	N	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	CU	Y	Y	Y	N	Y ²⁷
Automobile/Vehicle Repair	N	N	N	N	N	N	N	N	<u>N</u>	N	CU ^{9, 12, 14}	CU ^{9, 12, 14}	CU ¹⁴	N	N	Y ²⁷
Automobile Sales – New & Used	N	N	N	N	N	N	N	N	<u>N</u>	N	N	Y	Y	N	N	CU ²⁷
Automobile/Vehicle Salvage Yard	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	N	N	N	N
Bakery	N	N	N	N	N	N ²²	N ²²	CU ¹³	<u>Y</u>	N	Y	Y	Y	Y	Y	Y ²⁷
Bank, Credit Union	N	N	N	N	CU	N ²²	N ²²	N ²²	<u>Y</u>	N	Y	Y	Y	Y	N	Y
Bar, Tavern	N	N	N	N	N	N	N	N	<u>Y</u>	N	CU	CU	CU	CU	N	N
Beauty/ Barber Shop	N	N	N	N	CU	N ²²	N ²²	CU ¹³	<u>Y</u>	N	Y	Y	CU	Y	N	N
Bicycle Sales/Repair	N	N	N	N	CU	N	N	N	<u>Y</u>	N	Y	Y	Y	Y	N	Y ²⁷
Billiard Parlor	N	N	N	N	N	N	N	N	<u>N</u>	N	CU	Y	CU	Y	N	N
Boat Repair/Service	N	N	CU	N	N	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	N	CU	CU	N	N	Y ²⁷
Boat Sales/Rentals	N	N	CU	N	N	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	N	Y	Y	N	N	Y ²⁷
Boat Storage	N	N	CU	N	N	N	N	N	<u>N</u>	N	N	CU	CU	N	N	Y ²⁷
Bowling Alley	N	N	N	N	N	N	N	N	<u>N</u>	N	CU	Y	Y	Y	N	Y
Building Material Sales	N	N	N	N	N	N	N	N	<u>N</u>	N	N	Y ¹⁰	Y	N	N	Y ²⁷
Café	N	CU ¹⁷	CU	N	CU	N ²²	N ²²	CU ¹³	<u>Y</u>	(See Sec.4.4.1(d) 1)	Y	Y	Y	Y	CU	CU ²⁷
Camp Ground	N	Y	Y	N	N	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	N	N	N	N	N	N
Car Wash	N	N	N	N	N	N	N	N	<u>N</u>	N	N	CU	Y	CU	N	CU ²⁷
Cemetery	N	N	Y	N	N	N	N	N	<u>N</u>	N	N	N	N	N	N	N
Cinema	N	N	N	N	Y	N	N	CU	<u>N</u>	N	CU ¹⁴	Y	N	Y ¹⁴	N	N
Club, Membership	N	N	Y	N	CU	N	Y	Y	<u>Y</u>	N	CU	CU	N	CU	N	N
Community Center	N	N	CU	N	CU	CU ¹³	CU ¹³	Y ¹³	<u>Y</u>	N	Y	Y	Y	Y	N	CU ²⁷
Community Garden	N	Y	Y	N	Y	Y	Y	Y	<u>Y</u>	N	Y	Y	Y	Y	Y	Y ²⁷
Conference Center	N	N	N	N	CU	N	N	N	<u>N</u>	N	N	N	N	N	N	N
Composting	N	CU	N	N	N	N	N	N	<u>N</u>	N	N	N	N	N	N	N
Contractor Yard	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	Y ¹⁰	N	N	Y
Convenience Store (See Sec.5.4.3)	N	N	N	N	N	N	N	CU ¹²	<u>Y¹²</u>	N	Y ¹²	Y	Y	Y ¹²	N	Y ²⁷
Convention Center	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	N	N	N	N
Courthouse	N	N	N	N	Y	N	N	CU	<u>N</u>	N	N	N	N	N	N	N
Crematory	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	CU	N	N	N
Crisis Counseling Center	N	N	N	N	CU	CU	CU	CU	<u>Y</u>	N	Y	Y	Y	Y	N	N
Daycare (See Sec.5.4.1)	N	CU ⁸	CU ⁸	CU ⁸	CU	CU ¹³	CU ¹³	CU ¹³	<u>Y</u>	N	Y	Y	Y	Y	CU	CU ^{17,27}
Daycare – Family Home	N	N	N	N	Y	Y	Y	Y	<u>Y</u>	N	Y	Y	Y	Y	N	N
Dental Lab	N	N	N	N	CU	N	N	N	<u>N</u>	N	Y	Y	Y	Y	N	Y
Distribution Center	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	CU	N	N	CU

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Dry Cleaning Plant	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	CU	N	N	CU
Dry Cleaning Service	N	N	N	N	CU	N ²²	N ²²	N ²²	<u>Y</u>	N	Y ²⁴	Y	Y	Y ²⁴	N	CU ²⁷
Film Studio	N	N	N	N	Y	N	N	N	<u>N</u>	N	N	CU	Y	CU	N	CU
Fire Station	N	N	Y	N	Y	CU	CU	CU	<u>Y</u>	N	Y	Y	Y	Y	Y	Y
Food & Beverage Processing	N	N	N	N	N	N	N	N	<u>N</u>	N	CU ¹⁴	CU ¹⁴	CU	CU ¹⁴	Y	Y
Fuel Service Station ⁹	N	N	N	N	N	N	N	N	<u>N</u>	N	CU ¹¹	Y ¹¹	Y	N	N	N
Funeral Home	N	N	N	N	N	CU ⁷	CU ⁷	CU ⁷	<u>Y</u>	N	CU	Y	Y	N	N	N
Garden Supply Store	N	N	N	N	CU	N	N	N	<u>Y</u>	N	CU ²⁴	Y	Y	N	Y	Y ²⁷
General Merchandise/Retail – Small <4,000sqft	N	N	N	N	CU	N ²²	N ²²	N ²²	<u>Y</u>	(See Sec.4.4.1(d) 1)	Y	Y	Y	Y	N	Y ²⁷
General Merchandise/Retail – Large ≥4,000sqft	N	N	N	N	N	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	N	CU ¹⁸	CU	CU	N	CU ^{17,27}
Grocery Store – Small ≤10,000sqft	N	N	N	N	N	N	N	CU	<u>Y</u>	N	Y	Y	Y	Y	CU	CU ²⁸
Grocery Store – Large >10,000sqft	N	N	N	N	N	N	N	N	<u>N</u>	N	N	Y	Y	N	N	CU ²⁸
Hazardous Waste Collection/Disposal	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	N	N	N	CU
Health Club	N	N	N	N	Y	N	N	CU	<u>N</u>	N	CU	Y	Y	Y	N	CU ²⁷
Health Studio	N	N	N	N	Y	N ²²	N ²²	CU	<u>Y</u>	N	Y	Y	Y	Y	N	Y ²⁷
Hospitals	N	N	N	N	CU	N	N	CU	<u>N</u>	N	N	N	N	N	N	N
Lodging	N	N	N	N	CU	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	N	Y	N	Y	N	N
Junkyard	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	N	N	N	N
Laundromat	N	N	N	N	CU	N ²²	N ²²	CU ¹³	<u>Y</u>	N	Y ¹³	Y	Y	Y	N	Y ²⁷
Library	N	N	N	N	Y	CU	CU	Y	<u>Y</u>	N	Y	Y	Y	Y	N	N
Lumber Yard	N	N	N	N	N	N	N	N	<u>N</u>	N	N	CU ¹⁰	Y	N	N	Y
Manufacturing-Light	N	N	N	N	N	N	N	N	<u>N</u>	N	CU ¹⁴	CU ¹⁴	CU	CU ¹⁴	CU	Y
Manufacturing	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	CU	N	CU	Y
Marina	N	N	Y	N	N	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	N	N	N	N	N	N
Medical Lab	N	N	N	N	CU	N	N	N	<u>N</u>	N	CU	Y	Y	N	CU	CU
Mental Health Crisis Center	N	N	N	N	N	N	CU (See §5.4.11)	N	<u>N</u>	N	N	N	N	N	N	N
Museum–Small < 10,000 sqft	N	CU	CU	CU	Y	CU ¹³	CU ¹³	CU ^{8,13}	<u>N</u>	(See Sec.4.4.1(d) 1)	Y	Y	Y	Y	CU	Y ²³
Museum-Large >10,000 sqft	N	N	N	N	CU	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	N	CU	CU	N	CU	CU ²³
Office - General	N	N	N	N	N	N	N	N	<u>N</u>	N	Y	Y	Y	Y	CU	Y ²⁷
Office - Medical, Dental	N	N	N	N	CU	N ²²	N ²²	N ²²	<u>Y</u>	N	Y	Y	Y	Y	N	Y ²⁷

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Office-Technical	N	N	N	N	N	N	N	N	<u>N</u>	N	Y	Y	Y	Y	CU	Y
Open Air Markets	N	Y	Y	N	Y	CU	CU	CU	<u>N</u>	(See Sec.4.4.1(d) 1)	Y	Y	Y	Y	Y	Y ²⁷
Operations Center – Taxi/Bus ⁹	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	CU ¹¹	N	N	Y
Operations Center - Trucking ⁹	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	Y ¹¹	N	CU ¹¹	CU
Park	N	Y	Y	Y	Y	Y	Y	Y	<u>Y</u>	(See Sec.4.4.1(d) 1)	Y	Y	Y	Y	CU	CU ²⁷
Parking Garage ⁹	N	N	N	N	Y	N	N	CU	<u>N</u>	N	CU	Y	N	CU	N	CU
Parking Lot ⁹	N	N	N	N	N	N	N	N	<u>N</u>	N	N	CU	N	N	N	CU
Performing Arts Center	N	N	N	N	Y	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	CU	Y	N	CU	N	CU ^{27,32}
Performing Arts Studio	N	N	N	N	Y	N	N	CU ¹³	<u>N</u>	(See Sec.4.4.1(d) 1)	CU	CU	CU	Y	N	Y ²⁷
Pet Store ¹⁰	N	N	N	N	N	N	N	N	<u>N</u>	N	CU	Y	Y	Y	N	N
Pharmacy	N	N	N	N	CU	N ²²	N ²²	N ²²	<u>Y</u>	N	Y	Y	Y	Y	N	N
Photo Studio	N	N	N	N	N	N ²²	N ²²	N	<u>N</u>	N	Y	Y	Y	Y	N	Y
Photography Lab	N	N	N	N	N	N	N	N	<u>N</u>	N	CU	Y	Y	Y	CU	Y
Police Station - Central	N	N	N	N	CU	N	N	N	<u>N</u>	N	Y	Y	Y	N	N	N
Police Station - Local	N	N	CU	N	Y	CU	CU	CU	<u>Y</u>	N	Y	Y	Y	Y	Y	Y
Post Office – Central Distribution Center	N	N	N	N	N	N	N	N	<u>N</u>	N	N	Y	Y	N	N	Y
Post Office - Local	N	N	N	N	Y	N ²²	N ²²	N ²²	<u>Y</u>	N	Y	Y	Y	Y	N	N
Printing Plant	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	CU	N	N	Y
Printing Shop	N	N	N	N	CU	N ²²	N ²²	N	<u>N</u>	N	CU	Y	Y	Y	N	Y
Public Transit Terminal	N	N	N	N	Y	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	N	CU	CU	Y	CU	Y
Public Works Yard/Garage ⁹	N	N	N	N	CU ¹¹	N	N	N	<u>N</u>	N	N	CU ¹¹	Y ¹¹	N	CU	Y
Radio & TV Studio	N	N	N	N	N	N	N	N	<u>N</u>	N	N	Y	Y	Y	N	Y
Rail Equip. Storage & Repair	N	N	N	N	N	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	N	N	N	N	CU	CU ²⁷
Recording Studio	N	N	N	N	N	N	N	CU	<u>N</u>	N	CU	CU	Y	Y	N	Y
Recreational Facility - Indoor	N	N	CU	N	CU	N	CU	CU	<u>N</u>	(See Sec.4.4.1(d) 1)	N	Y	CU	N	N	CU ²⁷¹
Recreational Facility - Outdoor Commercial	N	N	CU	N	CU	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	N	N	CU	N	N	N
Recreational Facility - Outdoor	N	N	Y	N	Y	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	N	Y	Y	CU	N	N
Recreational Vehicle Sales – New and Used	N	N	N	N	N	N	N	N	<u>N</u>	N	N	CU	CU	N	N	Y ²⁷

ZA-24-02: Appendix A-Use Table – All Zoning Districts

Recycling Center – Large ¹⁰ (above 2,000 sf)	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	N	N	CU	CU
Recycling Center - Small ¹⁰ (2,000 sf or less)	N	N	N	N	CU	N	N	N	<u>N</u>	N	CU	CU	CU	CU	CU	Y
Research and Development Facility	N	N	N	N	CU	N	N	N	<u>N</u>	N	CU	CU	CU	CU	CU	Y
Research Lab	N	CU	N	N	CU	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	N	CU	CU	CU ²⁴	CU	Y
Restaurant	N	N	N	N	N	N ²²	N ²²	CU ^{8, 13}	<u>Y</u>	(See Sec.4.4.1(d) 2)	Y ¹³	Y	Y	Y ¹³	N	N
Restaurant – Take Out	N	N	N	N	CU ¹³	N ²²	N ²²	N	<u>Y</u>	(See Sec.4.4.1(d) 1)	Y ¹³	Y	Y	Y ¹³	N	Y ^{13,27}
Salon/Spa	N	N	N	N	CU	N ²²	N ²²	N	<u>Y</u>	N	Y	Y	Y	Y	N	N
School - Post-Secondary &Community College	N	N	Y	N	CU	N	CU	CU	<u>CU</u>	N	CU	CU	CU	CU	N	N
School – Preschool (see Sec. 5.4.1)	N	CU ⁸	CU ⁸	CU ⁸	CU	CU ¹³	CU ¹³	CU ¹³	<u>Y</u>	N	Y	Y	Y	Y	CU	CU ^{17,27}
School - Primary	N	N	N	N	CU	CU	CU	CU	<u>CU</u>	N	CU	CU	CU	CU	N	N
School - Secondary	N	N	N	N	CU	CU	CU	CU	<u>CU</u>	N	CU	CU	CU	CU	N	N
School, -Trade, or Professional	N	N	N	N	CU	N	N	N	<u>N</u>	N	CU	N	N	CU	N	CU ²⁷
Solid Waste Facility - Incinerator, Landfill, Transfer Station	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	N	N	CU	CU
Tailor Shop	N	N	N	N	N	N ²²	N ²²	CU	<u>Y</u>	N	Y	Y	Y	Y	N	N
Warehouse	N	CU	N	N	CU	N	N	N	<u>N</u>	(See Sec.4.4.1(d) 1)	N	N	Y ¹⁵	N	Y	Y
Warehouse, Retail ⁹	N	N	N	N	N	N	N	N	<u>N</u>	N	N	CU ¹⁵	CU ¹⁵	N	CU	CU
Warehouse, Self-Storage ⁹	N	N	N	N	N	N	N	N	<u>N</u>	N	N	N	Y ¹⁵	N	N	CU
Wholesale Sales ⁹	N	CU	N	N	N	N	N	N	<u>N</u>	N	N	N	Y ¹⁵	N	Y	Y
Worship, Place of	N	N	N	N	CU	CU	CU	Y	<u>CU</u>	N	Y	CU	CU	CU	N	N

1. Residential uses are not permitted except only as an accessory use to an agricultural use.

Legend:	
Y	Permitted Use in this district
CU	Conditional Use in this district
N	Use not permitted in this district
Abbreviation	Zoning District
RCO – A	RCO - Agriculture
RCO – RG	RCO – Recreation/Greenspace
RCO – C	RCO - Conservation
I	Institutional
RL AW	Residential Low Density, Waterfront Residential Low Density Intensity
RM AW	Residential Medium Density, Waterfront Residential Medium Density Intensity
RH	Residential High Density Intensity
RC	Residential Corridors
DW-PT	Downtown Waterfront-Public Trust
NMU	Neighborhood Mixed Use
NAC	Neighborhood Activity Center

ZA-24-02: Appendix A-Use Table – All Zoning Districts

2. ~~Duplexes may be constructed on lots which meet the minimum lot size specified in Table 4.4.5-1. Subject to applicable limits on the number of units per structure in Table 4.4.5-2.~~

3. Duplexes shall only be allowed as a result of a conversion of an existing single family home. New duplexes are prohibited.

4. Reserved.

5. An existing fraternity, sorority, or other institutional use may be converted to dormitory use subject to conditional use approval by the DRB.

6. Must be owner-occupied.

7. Must be located on a major street.

8. Daycare centers and preschools in the RCO zones shall only be allowed when a small museum is the principal use.

9. Automobile sales not permitted other than as a separate principal use subject to obtaining a separate zoning permit.

10. Exterior storage and display not permitted.

11. All repairs must be contained within an enclosed structure.

12. No fuel pumps shall be allowed other than as a separate principal use subject to obtaining a separate zoning permit.

13. Permitted hours of operation 5:30 a.m. to 11:00 p.m.

14. Such uses not to exceed ten thousand (10,000) square feet per establishment.

15. Excludes storage of uncured hides, explosives, and oil and gas products.

16. See Sec.4.4.1(d) 2 for more explicit language regarding permitted and conditional uses in the Downtown Waterfront – Public Trust District.

17. Allowed only as an accessory use.

18. A permitted use in the Shelburne Rd Plaza and Ethan Allen Shopping Center.

19. [Reserved].

20. Accepted agricultural and silvicultural practices, including the construction of farm structures, as those practices are defined by the secretary of agriculture, food and markets or the commissioner of forests, parks and recreation, respectively, under 10 VSA §1021(f) and 1259(f) and 6 VSA §4810 are exempt from regulation under local zoning.

21. See Sec. 4.4.7 (c) for specific allowances and restrictions regarding uses in the Urban Reserve District.

22. See Sec. 4.4.5 (d) ~~36~~ for specific allowances and restrictions regarding Neighborhood Commercial Uses in Residential districts.

23. Allowed only on properties with frontage on Pine Street.

24. Such uses shall not exceed 4,000 square feet in size.

25. Dormitories are only allowed on properties contiguous to a school existing as of January 1, 2010.

26. The mixed uses shall be limited to those that are either permitted, conditional, or pre-existing nonconforming in the zoning district.

27. For lots south of Home Avenue, this use is only permitted or conditionally permitted when one or more Industrial or Arts Production use(s) exists on the lot, and when the combined Gross Floor Area of all uses unrelated to Industrial or Arts production and with this footnote does not exceed 49 percent of the Gross Floor Area. For lots north of Home Avenue within the EL-M district, this footnote does not apply. Grocery Stores up to but not to exceed 35,000 square feet may be permitted subject to conditional use approval by the DRB in that portion of the Enterprise-Light Manufacturing District between Flynn and Home Avenue.

28. Grocery Stores up to but not to exceed 35,000 square feet may be permitted subject to conditional use approval by the DRB in that portion of the Enterprise-Light Manufacturing District between Flynn and Home Avenue.

29. Must be fully enclosed within a building.

30. New single detached dwellings are not permitted. However, a pre-existing single detached dwelling may be reverted to a single family use regardless of its present use if the building was originally designed and constructed for that purpose.

31. See special use standards of Sec. 5.4.13, Emergency Shelters.

32. Performing Arts Centers in the ELM zone shall be limited to properties with frontage on Pine Street up to 5,000 square feet in size, and to properties with frontage on Industrial Parkway up to 15,000 square feet in size. Performing Arts Centers may contain accessory space for preparation and serving food and beverages, including alcohol, provided this accessory space comprises less than 50% of the entire establishment.

33. Short term rentals are permitted by right, subject to per building limitations and rental registration requirements pursuant to Chapter 18: Minimum Housing Standards of the City Code of Ordinances.

34. See Sec. 4.5.~~68~~(c) 5 for permitted uses in the Enterprise – Innovation District (~~E~~-SEID) Overlay
- | | |
|--------|---|
| NAC-RC | NAC – Riverside Corridor |
| NAC-CR | NAC – Cambrian Rise |
| E-AE | Enterprise – Agricultural Processing and Energy |
| E-LM | Enterprise – Light Manufacturing |

ⁱ For permitted and conditional uses within the Downtown and Waterfront Form Districts, refer to Article 14.



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TO: Burlington City Council
Mayor Miro Weinberger
FROM: Meagan Tuttle, AICP Director, Office of City Planning
Sarah Morgan, Planner
Charles Dillard, AICP, Principal Planner
DATE: March 19, 2024
RE: Proposed CDO Amendment – ZA-24-02 Neighborhood Code Part 1

Overview

The Neighborhood Code is a series of zoning amendments that will enable more neighborhood-scale housing types citywide, including duplex, triplex, and four-unit buildings, as well as townhomes and other small multi-unit building types in some locations. Specifically, the code aims to:

- Re-legalize historic neighborhood development patterns and identify solutions to common barriers to small and middle housing types
- Find opportunities to build on neighborhood patterns through more context-sensitive zoning tools for residential areas
- Recommend new approaches to the type of development allowed in low-density zoned areas along major streets served by transit and connecting neighborhoods to the downtown
- Comply with, and exceed, the minimum standards for residential density and residential uses required by the VT Legislature's Act 47 of 2023.

Background on Process

The department launched this work in 2022 with support from an inaugural Bylaw Modernization Grant from the VT Department of Housing & Community Development, and in collaboration with in-kind support from AARP-VT's Livable Communities program. Outreach and engagement occurred in two phases in the summer/fall of 2022 and summer/fall of 2023, and interim presentations to Council and the Planning Commission preceded the formation of a Joint Committee of the Planning Commission and City Council Ordinance committees to review and refine the neighborhood Code recommendations.

This Committee held 9 meetings between Oct 4 and January 9 to review the major recommendations of the Neighborhood Code, hear public input, and make modifications to the recommendations from those originally presented by staff. The committee concluded their work following a public hearing on January 9. While not all individual decisions on certain aspects of the draft code were unanimous, the Joint Committee members did unanimously refer the Neighborhood Code to the City Council with recommendation at their final meeting.

The draft code was introduced to the Council on January 29, and warned for a public hearing on February 26. Additionally, staff attended the Ward 1 NPA meeting on February 14, and hosted a Q&A session on February 20 with approximately 60 people in attendance. Questions were also invited via a link on the department's website, and video summaries of the proposed code and additional FAQ's were posted.

At the February 26 Public Hearing, Council heard feedback and introduced a series of potential amendments to the pending Neighborhood Code. Another hearing was scheduled for March 25. During the deliberative item at the upcoming meeting, Council can discuss and vote on pending amendments, as well as the overall ZA-24-02. Pending amendments include:

- Amendment 1: to reduce the allowable lot coverage in RM districts to 55%
- Amendment 2: to reduce the max. allowable units in primary buildings in RM districts to 4

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- Amendment 3: to retain some areas along North Avenue & Colchester Avenue as RL where wildlife sightings have been reported
- Amendment 4: to retain the area of Ward 1 between Willard & Mansfield Avenues as RL
- Amendment 5: to apply the RM district to residential parcels currently proposed as RL or RM
- Amendment 6: to expand administrative officer authority to withhold a zoning permit for a property to include uncorrected Minimum Housing violations in addition to zoning violations
- An additional amendment that is a hybrid of amendments 1, 2, and 5 has been posted, which reduces allowable lot cover in RM to 50% and max. allowable units in a primary building to 5, and applies the RM district to all residential parcels currently proposed as RL or RM

The full version of these amendments is posted at:

<https://www.burlingtonvt.gov/DPI/CDO/Amendments>

Neighborhood Code Part 1- Core Recommendations

The Joint Committee's work focused on the major recommendations to advance the Neighborhood Code purpose, and a number of related standards to ensure these recommendations can be implemented. This is referred to as Part 1, and includes substantive changes primarily to Article 4 and Appendix A, as described below. These changes evolve the residential zoning district standards, allowable uses, and district boundaries in the following ways. These are further outlined in the charts on p.3 and in the Proposed Changes section of this memo.

- Updates purpose statements for the residential districts generally and for each district specifically, and updated references to districts throughout the *CDO*
- Updates *Map 4.4.5-1 Residential Districts* to reflect proposed changes to district boundaries
- Wholesale replacement of existing Tables 4.4.5-1, 4.4.5-2, and 4.4.5-3 with new tables 4.4.5-1 regarding lot dimensions and coverage, and 4.4.5-2 regarding building massing and allowable units rather than regulation density in dwelling units per acre
- Adds the proposed Residential Corridor district to *Appendix A*, and updates where typical residential uses are permitted in other residential districts and under what circumstances
- Adds allowable neighborhood-serving commercial uses permitted in the proposed Residential Corridor district to *Appendix A*
- Eliminates the *RL-Larger Lot Overlay* and the *RH Density Bonus Overlay* and renumbers remaining overlays in *Sec. 4.3.2*
- Deletes provisions for developing existing lots smaller than the minimum required size and provisions to add an additional unit to properties in RL, both of which become irrelevant with the changes to core recommendations above
- Enables more than one free-standing structure on a lot, where currently prohibited
- Provides flexibility for residential driveways to encroach into side setbacks
- Adjusts some Design Review considerations, particularly related to the overall height of buildings permitted in residential areas, consistent with Act 47
- Expressly enables PUDs to make adjustments to minimum lot sizes and allowed residential uses (where previously implied)

Neighborhood Code Part 2

A forthcoming companion will cover many of the technical details and related standards the Committee has not yet discussed. The Planning Commission will continue to develop this necessary and complementary package of technical recommendations to follow this spring, using the general direction from past discussions of this Joint Committee. These will include issues such as:

- Standards related to lot frontage and access, and the arrangement of lots, in order to enable Flag Lots, free-standing lots under homes within a Cottage Court development, and other unique small-lot configurations
- Internal consistency between Secondary Buildings allowed in the residential standards, and citywide provisions for ADUs.

- Updates to applicable lot coverage, height, and development intensity bonuses for residential developments in both Article 4 and *Sec. 9.1.12 Additional Density and Other Development Allowances* (for projects with Inclusionary Zoning units)
- Consideration for allowing existing non-conforming and non-residential buildings that are encroaching in setbacks to be converted and/or vertically expanded (i.e. additional height)
- Consider the threshold for lot/project size that is enabled to use the *Article 11- Planned Unit Development* standards, particularly regarding flexibility for very large lots that have been discussed throughout this process
- Coordinate the applicability for Design Review and the Design Review Overlay zone into one section that provides more clear expectation of what is subject to review
- Potential additional flexibility for stacked parking for residential developments
- Potential miscellaneous definitions to clarify and support consistent implementation of new standards

"The Construction Zone"

Throughout the Committee discussion, a number of questions and related issues have been raised that are not within the core focus of the Neighborhood Code. Some of these issues relate to other plans and studies underway or on the near-term horizon for the Planning staff and the Commission. Others have been requested by one or more members of the Joint Committee for future discussion. These issues include:

- Beyond the creation of the Residential Corridor zone, consider other opportunities for redevelopment of larger sites, overall scale of development, and mix of uses along the north Avenue Corridor (part of upcoming *planBTV: New North End*)
- Potentially expand the factors that warrant Residential Corridor zone designation, and identify other applicable locations for this district
- Consider the transition of heights/intensities of development and mixed-use allowances of existing mixed-use districts adjacent to new Residential Corridor district (i.e. neighborhood mixed use and neighborhood activity center districts)
- Consider the impact on implementation resulting from existing regulations for historic properties (preservation plan is upcoming on department work plan)
- Work with other departments to consider whether changes to Chapter 26 (stormwater) or other incentives/programs may be needed to address and accelerate residential-scale green stormwater infrastructure solutions
- Consider whether building/fire code exceptions/alternative approaches have applicability for implementing middle housing types (i.e. sprinklers, stairs, etc)
- Develop incentives for more owner-occupancy in newly allowed housing types (i.e. funding, other policies outside zoning)
- Technical and financial assistance for "small" developers/homeowner developers to help build new homes at this scale

Existing Residential District Standards

	Residential Waterfront Low Density (WRL)*	Residential Low (RL)*	Residential Waterfront Medium Density (WRM)	Residential Medium (RM)	Residential High (RH)
Min. Lot Size	6,000 ft² for single family 10,000 ft² for duplex		No Minimum		
Min. Lot Width	60 ft		30 ft		No Minimum
Lot Coverage Limit	35%		40%		80%
Front Setback	Average of adjacent properties +/- 5 ft				
Side Setback	10% lot width or Avg. of adjacent properties				
Rear Setback	25% lot depth but at least 20 ft				
Primary Building Max. Footprint	Limited by lot coverage				
Secondary Building Max. Footprint	Not Permitted				
Max. Stories	35' height				
Max. Units per Building	2 Units, if lot size permits		Depends on Lot Size		
Maximum Density	7 units/acre, but 3+ units not permitted		20 units/acre		40 units/acre

*Larger minimum lot size and frontage, and lower permitted densities apply to parcels within the RL-Larger Lot Overlay zone.

Proposed Residential District Standards

	Residential Low (RL)	Residential Medium (RM)	Residential High (RH)	Residential Corridor (RC)
Min. Lot Width	30 ft		No Minimum	
Lot Coverage Limit	45%	60%	80%	80%
Front Setback	Average of adjacent properties +/- 5 ft			Min of 5 ft, Max of 20 ft
Side Setback	10% lot width or Avg. of adjacent properties			0 ft
Rear Setback	20 ft	15 ft		
Primary Building Max. Footprint	1,800 ft²		Limited by lot coverage	3,600 ft²
Secondary Building Max. Footprint	1,100 ft²	900 ft²	Limited by lot coverage	Not Permitted
Max. Stories	3 Stories		4 Stories	
Max. Units per Building*	4 Units	6 units	No Limit	

*RM allows up to 6 units in a Primary Building, and up to 4 units in a Secondary Building.

Proposed Amendment

Amendment Type

Text Amendment	Map Amendment	Text & Map Amendment
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Purpose Statement

This amendment creates a new framework for the city's residential zoning districts that enables a range of housing types, including single-family, ADUs, duplex through four-unit developments, and townhouses and small multi-unit buildings. These amendments enable greater flexibility for existing homes as well as a range of housing options within neighborhoods, create new zoning standards along transportation corridors identified in *planBTV*, and comply with Act 47 of 2023 of the VT Legislature.

Proposed Amendments

The following amendments to the *Burlington Comprehensive Development Ordinance* are included in this proposal:

- 1) **Amends Article 4 – Zoning Maps and Districts to create new residential district framework and eliminate several overlay districts**
 - Modifies the purpose statement for each residential district to reflect the goals of the amendment, which are to enable additional housing options, greater intensity of residential uses, and support City equity and climate objectives
 - Modifies the residential district names to replace the word “density” with “intensity,” as the amendment replaces density standards with tools to regulate building massing and unit per building. Additionally, modifies language throughout the CDO to reflect these new district names.
 - Proposes a new *Map 4.4.5-1 Residential Districts*, which modifies residential district boundaries in the following ways:
 - Streamlines residential zones by removing the Waterfront Residential Low Density (RL-W) and Waterfront Residential Medium Density (RM-W) districts, and combines these districts with the underlying RL and RM zones
 - Rezones several areas from Residential Low to Residential medium
 - Rezones an area immediately adjacent to downtown, surrounded by the downtown form code, from RM to RH
 - Rezones two parcels, currently located on the edge of the RL zone, to RL
 - Creates a new Residential Corridor (RC) district, that regulates residential and some commercial uses along major street corridors adjacent to low intensity zones
 - Deletes the RH Density Bonus Overlay district, which has no remaining utility, and deletes the RL Larger Lot Overlay District, which is inconsistent with Act 47 and the underlying RL recommendations
- 2) **Replaces and reorganizes residential district standards in Sec. 4.4.5 to replace density limits with standards for massing and units per building, update lot coverage and setback standards, and allow multiple units per building in all districts.**
 - Replaces *Table 4.4.5-1 Minimum Lot Size and Frontage*, *Table 4.4.5-2 Base Residential Density*, and *Table 4.4.5-3 Residential District Dimensional Standards* with a new *Table 4.4.5-1 Lot Size, Frontage, Setback, and Lot Coverage Standards in Residential Districts* and

a new *Table 4.4.5-2 Principal & Secondary Structures Massing and Placement Standards in Residential Districts*

- Allows up to 4 units per building with a max of two buildings in RL zones, up to 6 units in one building and up to 4 units in another building in RM zones, and does not limit the number of units per building in RH and RC zones. Allows only one building in RC zones.
- Modestly increases the allowable lot coverage in RL and RM zones, and establishes lot coverage limits for the RC zone; increases the allowable height in RH zones to 4 stories (from 3) and establishes a 4 story height limit for the RC zone; standardizes rear setbacks at 20 ft for RL zones, and 15 ft in all other zones; establishes a 5 ft min and 20 ft max setback for the RC zone.
- Modifies Appendix A- Use table, to include additional footnotes regarding the new standards of Sec. 4.4.5 and to enable neighborhood-serving commercial uses in the RC district
- Maintains, but reorganizes and consolidates other residential district standards, including for residential development bonuses, exceptions to dimensional standards, exceptions for neighborhood commercial uses, allowances for accessory (uninhabited) accessory structures, and residential occupancy limits.

3) Amends specific standards to facilitate the implementation of new housing types enabled in residential districts

- Modifies *Sec. 5.1.2(c)* to allow more than one principal structure on a lot. This modification allows for the incremental introduction of new housing choices in buildings sized consistent with residential neighborhoods.
- Modifies *Sec. 5.2.5 Setbacks* to allow driveways and walkways shared along property lines and serving residential uses to be exempt from setbacks requirements.
- Modifies *Sec. 6.2.2 Review Standards* (Site Plan Design Standards) to replace language calling for the maintenance of existing development patterns with a prioritization of development that is complementary to existing patterns. This change reflects the amendment's facilitation of housing type and choice that have been illegal in Burlington's residential districts.
- Modifies *6.3.2 Review Standards* (Architectural Design Standards language to prioritize the careful consideration of a housing development's contextual height and massing, rather than the existing focus that dictates that compatibility with such context is *the most important* consideration. This modification also creates CDO conformance with the *HOME Act's* prohibition on limitations of building massing and footprint size below the ordinance's standards.
- Expressly enables modification to lot size and residential uses not otherwise allowed for developments utilized the *Article 11- Planned Unit Development* standards

4) Addresses internal consistency per the following above changes, by updating section numbers, map numbers, and other organizational details

- Deletes *Sec. 5.2.1 Existing Small Lots* as this section is no longer applicable without a required minimum lot size in RL areas
- Amends section numbers and map numbers associate with the Natural Resource Overlay District, Mouth of the River Overlay District, Centennial Woods Overlay District, and South End Innovation District Overlay

- Across a number of sections, reflects deletion of RL-W and RM-W zones, and adds references to new RC district where applicable
- Corrects an out of date cross-reference with the definition of "Building Height"

Relationship to planBTV

This following discussion of conformance with the goals and policies of planBTV is prepared in accordance with the provisions of 24 V.S.A. §4441(c).

Theme:	Dynamic	Distinctive	Inclusive	Connected
Land Use:	Conserve	Sustain		Grow

Compatibility with Proposed Future Land Use & Density

The proposed amendment is consistent in many respects with the Land Use and Density-related policies of *planBTV*. Generally, the slow pace of housing construction and rising housing costs are noted as one of the biggest challenges facing Burlington. Since the Plan's adoption, these challenges have become more pronounced. The foundational policy response to this challenge is the Plan's call to "identify and address unintended or unnecessary barriers to creating new housing and commercial spaces within parts of the city that are suitable to accommodate additional development."

The "Sustain" theme intends to "anticipate small and incremental change that is consistent with existing development patterns, building scale and neighborhood character." Importantly, the Plan notes that the city's residential neighborhoods are not "locked in time" and that "small and subtle change is needed to meet the evolving needs of current and future families and households." The "Grow" theme highlights the city's major transportation corridors as those areas among the most suitable for growth. The amendment helps implement such policies by creating new opportunities for housing construction and choice along these corridors. Specific policy goals and objectives, and their nexus with the amendment, are provided below:

- A primary and foundational change proposed in the amendment is to replace existing density-based standards in residential neighborhoods in favor of one that regulates massing, intensity and lot characteristics. This change is supported by Objective 2.2.
- An additional foundational policy objective that is achieved through this amendment is 3.2, which directs the community to, "Re-evaluate the zoning regulations and development standards for low and medium density residential districts to ensure standards allow for existing development patterns, design character, scale and mass that are desired to be maintained, while also enabling some evolution of these properties to meet the changing needs of households."
- Regarding the amendment's introduction of limited commercial uses in the Residential Corridor zone, the Plan calls for the evaluation of neighborhood mixed-use areas to better understand the capacity of these areas to accommodate additional development." This change is supported by Objective 2.1. and Objective 8.5, which calls for the expansion of higher-density mixed-use development along major thoroughfares
- Objective 8.1 directs the community to "enable the development of additional housing at all income levels...by reducing regulatory barriers and disincentives to development, and encouraging infill and redevelopment of underutilized sites."

Impact on Safe & Affordable Housing

The amendment addresses safe and affordable housing in the following ways:

- In creating additional opportunities in some areas for developments where five or more homes are constructed, the amendment will help produce more purpose-built affordable homes through the Article 9 Inclusionary Zoning standards.

- In removing barriers to housing construction for all developers, including affordable housing developers, the amendment significantly expands the areas where such developers may operate and provide homes at scale.
- In facilitating the creation of more homes throughout the city, the amendment should help to slow the growth in housing costs as they relate to an undersupply.
- In facilitating greater choice in the housing market, the amendment will create expanded opportunities for aging-in-place, homes for individuals with disabilities who may require on-site assistance, and other types of supportive housing.

Planned Community Facilities

This amendment has no direct impact on planned community facilities, aside from facilitating growth within the city's neighborhoods and thereby expanding the population of individuals with proximate access to such facilities.

Process Overview

The following chart summarizes the current stage in the zoning amendment process, and identifies any recommended actions:

Planning Commission Process				
Draft Amendment prepared by: Staff	Presentation to & discussion by Commission Various Dates*	Approved for Public Hearing 12/19/23	Public Hearing 1/9/24	Approved & forwarded to Council 1/9/24
City Council Process				
First Read & Warn Public Hearing 1/29/24	Ordinance Cmte discussion Various Dates*	Ordinance Cmte recommend 1/9/24	Second Read & Public Hearing 2/26/24	Second Public Hearing & Council Consideration of Adoption 3/25/24

* The Planning Commission and City Council Ordinance Committee formed a joint Neighborhood Code Committee to conduct this review including for the Planning Commission's required public hearing. The committee met on the following dates within 2023: 10/4, 10/17, 11/2, 11/28, 12/5, 12/12, 12/19 and on 1/9/24.

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*Andy Montroll, Chair
Bruce Baker, Vice-Chair
Yves Bradley
Alexander Friend
Michael Gaughan
Julia Randall
Erin Malone*

To: Burlington City Council

From: Andy Montroll, Chair, Burlington Planning Commission

Date: March 19, 2024

RE: Commissioner Comments on pending amendments to ZA-24-02 Neighborhood Code – Part 1

I am submitting this report on behalf of Burlington Planning Commission, per 24 VSA 4442 (b). When the Council makes changes to a CDO amendment after its referral, the Planning Commission is to reapprove the Municipal Bylaw Amendment Report and is afforded the opportunity to comment on changes proposed by Council. Commissioners recognize that the Public Hearing process provides the Council with an opportunity to further refine the proposal. With that in mind, while the Commission supports ZA-24-02 as originally referred, it is supportive of proposed amendments 1, 2, 3, 4, and 6 if this is the direction the Council wishes to go. The primary amendments the Commission has concerns with are amendment 5 and the hybrid amendment, which would apply the RM district to all RL and RM areas citywide.

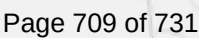
The discussion of how this Code should be applied across districts, and various approaches to allow multiple units and/or multiple buildings on lots were major points of discussion throughout the Joint Committee process. When first discussed as a Committee, opinions for how to apply districts were split regarding the decision to do away with the Residential-Low District entirely in favor of establishing Residential-Medium standards as a universal baseline – an option that is now presented in Amendment 5 and in the hybrid amendment.

Following further discussion about the rationale behind retaining the Residential-Low district, the Planning Commission recommends against the adoption of either amendment that would establish Residential-Medium citywide. Retaining these four separate districts will allow for comparable levels of infill development across each district while still guiding new structures or additions to primary structures to fit within the various neighborhoods' patterns.

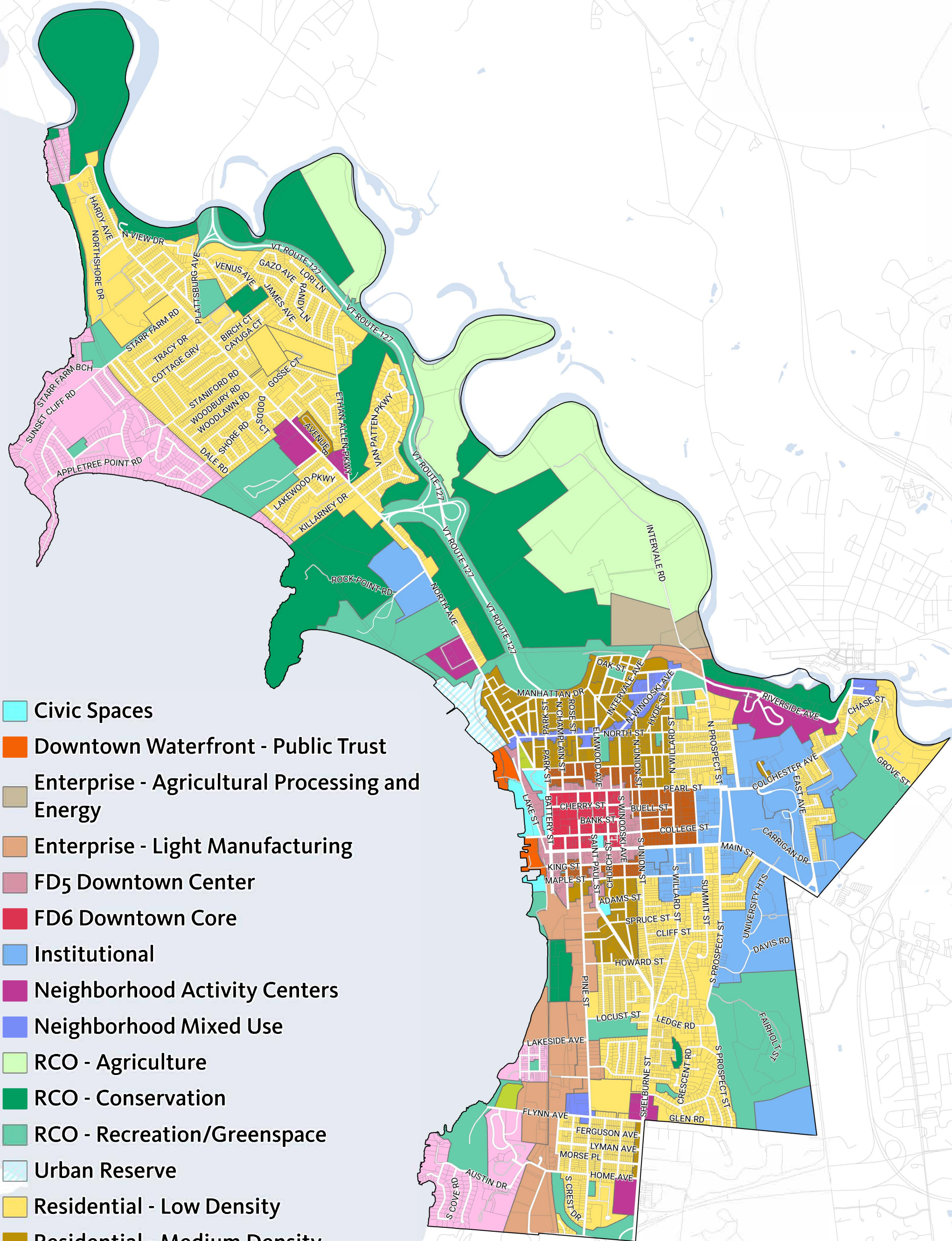
The Residential District boundaries initially recommended to City Council were established following a comprehensive analysis performed by staff that aimed to categorize current lot typologies based on existing lot characteristics as well as what standards need to be established to accommodate the primary and secondary building footprints. Most lots in the areas making up the Residential-Low district are large enough to accommodate the maximum building footprints identified in the standards and remain below the 45% lot cover limit, while lots in the Residential-Medium district would require a lot cover limit closer to 60% to reach the same outcome. Increasing the lot cover limit for areas with larger lot sizes will not result in an increase the number of units on each property due to the maximum building footprint and maximum number of units per building, and instead makes it more permissive to build impermeable surfaces outside of buildings, such as parking lots.

The Neighborhood Code is a critical piece of the City's 10-Point Housing Action Plan, which calls for changes to the city's land use policy that support the creation of new homes at various scales that reflect the diversity of Burlington residents and their needs. The Commission retains its belief that the Neighborhood Code will be most successful if it were to be adopted as originally recommended, and acknowledges that if City Council were to adopt amendments 1, 2, 3, 4, and/or 6, many of the intended goals can still be achieved.

Map Date: March 19, 2024



Existing Zoning Districts



As proposed by Councilor Traverse, further amend **Table 4.4.5-1 Lot Size, Frontage, Setback and Lot Coverage Standards in Residential Districts** on page 14, line 158 to reduce the allowable lot coverage in RM to 50%; and

further amend **Table 4.4.5-2 Principal & Secondary Structures Massing and Placement Standards in Residential Districts** on page 14, line 161 to reduce the allowable units per building in RM to 5 units and allow a secondary structure up to 1,100 sq.ft.; and

update proposed maps **4.3.1-1 Base Zoning Districts** and **4.4.5-1 Residential Zoning Districts** to apply the Residential Medium District to all residentially-zoned parcels that are currently proposed to be zoned for either Residential Medium or Residential Low. Further, amend all sections throughout proposed ZA-24-02 to remove references to and standards associated with the Residential Low district.

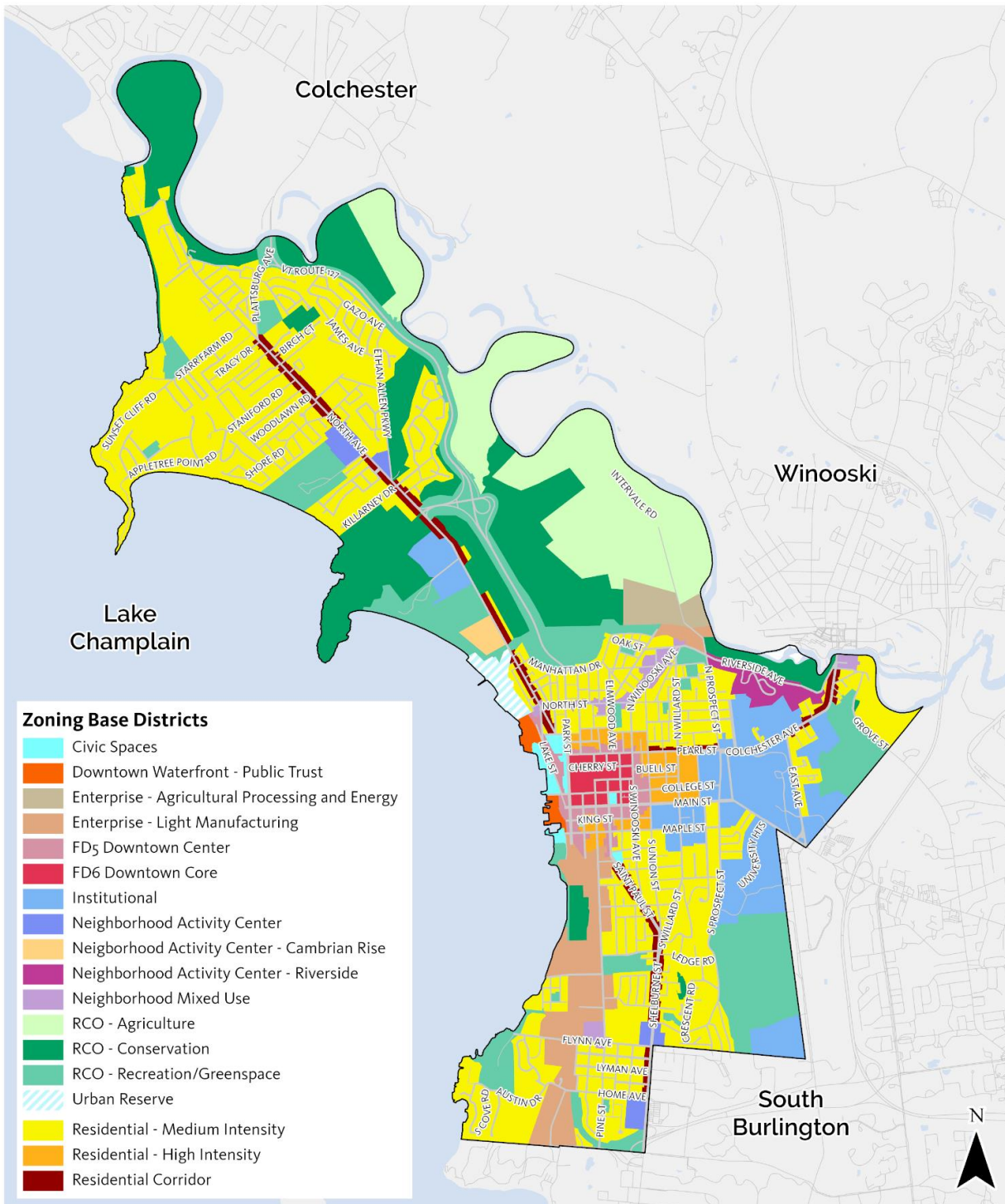
Table 4.4.5-1 Lot Size, Frontage, Setback, and Lot Coverage Standards in Residential Districts

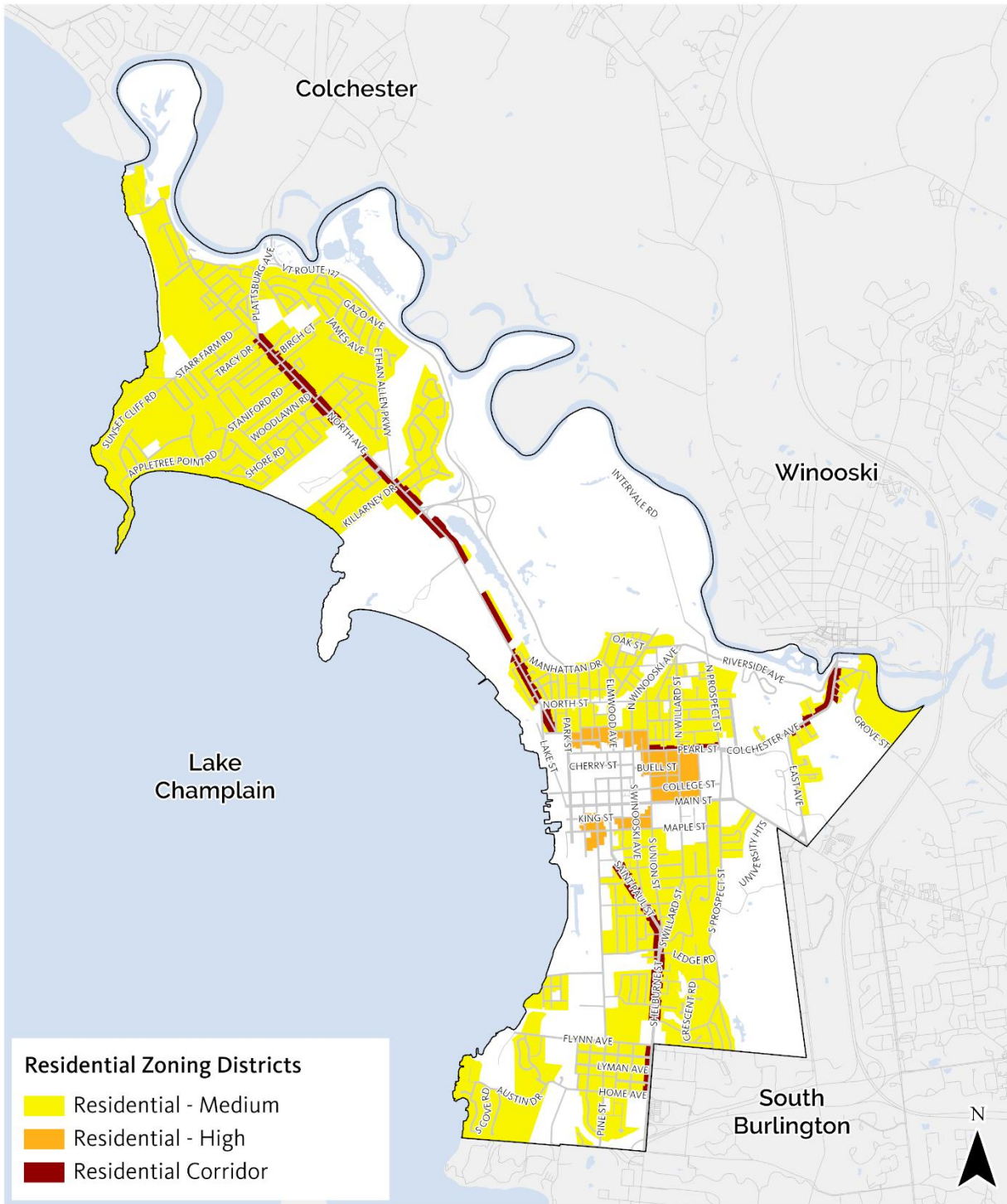
District	Min. Lot Frontage^{2,3,4,5} (linear feet)	Setbacks^{1,6,7,8,9}			Lot Coverage^{1,10}
		Front	Side	Rear	
Residential Low (RL)	30'	Min: Avg. of front setback 2 adjacent lots on both sides +/- 5 feet	Min: 10% of lot width or avg. of side setback of 2 adjacent lots on both sides	20 ft.	45%
Residential Medium (RM)				15 ft.	60% 50%
Residential High (RH)	N/A	Max required: 25 ft			80%
Residential Corridor (RC)	N/A	Min required: 5 ft Max permitted: 20 ft	Max required: 20 ft		80%

1. Details regarding the measurement of and exceptions to coverage and setback standards are found in Art 5.
2. The DRB may reduce the frontage requirements for lots fronting on cul-de-sacs, multiple streets, or corner lots to more closely reflect an existing neighborhood pattern.
3. Exceptions to frontage requirements for flag lots and small lot subdivisions are found in Sec. 5.2.2
4. For lots in RL or RM with more than two primary buildings, the minimum lot frontage shall be 45'.
5. Average setback for front and side setbacks are calculated based on 4 adjacent lots, two on each side within the same block and on lots with the same frontage requirements. For the purposes of determining the required front setback only, among the comparative sample of four neighboring properties, one may be removed from the averaging calculation.
6. Where there are fewer than 2 adjacent lots on both sides within the same block having the same street frontage, the average side yard setback shall be calculated from the fewer number of lots. Where there are no adjacent lots, the side setback shall be 10% of the lot width. Refer to Sec. 5.2.5 for additional details.
- 4-7. A 75 ft setback shall be required from the ordinary high water mark of Lake Champlain and the Winooski River. Additional setbacks from the lakeshore and other water features may be applicable per the requirements of Sec 4.5.3 Riparian and Littoral Conservation Overlay Zone.
- 2-8. For properties in the RL and RM zones with frontage along Lake Champlain or the Winooski River, the front yard setback shall not be required to exceed 50 feet.
9. An additional ten per cent (10%) lot coverage may be permitted for accessory residential features per (d) 3A below.

Table 4.4.5-2 Principal & Secondary Structures Massing and Placement Standards in Residential Districts

<u>District</u>	<u>Max Height & Stories^{1,3}</u>	<u>Max Dwelling Units per Structure^{2,3,4}</u>	<u>Max. Principal Structure Footprint³</u>	<u>Max. Secondary Structure Footprint³</u>	<u>Max Building face before providing offset⁵</u>	<u>Min. Distance between Structures on same lot</u>
<u>Residential Low (RL)</u>	<u>35'</u> <u>3 stories</u>	<u>4</u>	<u>1,800 sq.ft</u>	<u>1,100 sq.ft.</u>	<u>50'</u>	<u>15'</u>
<u>Residential Medium (RM)</u>	<u>35'</u> <u>3 stories</u>	<u>6 5</u>	<u>1,800 sq.ft.</u>	<u>900 1,100 sq.ft.</u>		
<u>Residential High (RH)</u>	<u>50'</u> <u>4 stories</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>		
<u>Residential Corridor (RC)</u>			<u>3,600 sq.ft.</u>	<u>N/A</u>		
<u>1. Details regarding the measurement of and exceptions to height limits are found in Art 5.</u> <u>2. Minimum dwelling unit size is 350 sq.ft.</u> <u>3. Within RL and RM zones, lots may have up to one (1) Principal and one (1) Secondary structure per lot, except as may otherwise be allowed by Article 11.</u> <u>4. Within the RM district, a maximum of six (6) five (5) dwelling units are permitted in a Principal structure, and a maximum of four (4) units are permitted in a Secondary structure.</u> <u>5. Required on all building faces. Minimum offset is 5 ft measured perpendicular to the building face in excess of 50 ft.</u>						





As proposed by Councilor Hightower, further amend *Table 4.4.5-1 Lot Size, Frontage, Setback and Lot Coverage Standards in Residential Districts* on page 14, line 158 to reduce the allowable lot coverage in RM to 55%:

Table 4.4.5-1 Lot Size, Frontage, Setback, and Lot Coverage Standards in Residential Districts

<u>District</u>	<u>Min. Lot Frontage^{2,3,4,5} (linear feet)</u>	<u>Setbacks^{1,6,7,8,9}</u>			<u>Lot Coverage^{1,10}</u>
		<u>Front</u>	<u>Side</u>	<u>Rear</u>	
<u>Residential Low (RL)</u>	<u>30'</u>	<u>Min: Avg. of front setback 2 adjacent lots on both sides +/- 5 feet</u> <u>Max required: 25 ft</u>	<u>Min: 10% of lot width or avg. of side setback of 2 adjacent lots on both sides</u>	<u>20 ft.</u>	<u>45%</u>
<u>Residential Medium (RM)</u>				<u>15 ft.</u>	<u>60% 55%</u>
<u>Residential High (RH)</u>	<u>N/A</u>				<u>80%</u>
<u>Residential Corridor (RC)</u>	<u>N/A</u>	<u>Min required: 5 ft</u> <u>Max permitted: 20 ft</u>	<u>Max required: 20 ft</u>		<u>80%</u>
1. Details regarding the measurement of and exceptions to coverage and setback standards are found in Art 5. 2. The DRB may reduce the frontage requirements for lots fronting on cul-de-sacs, multiple streets, or corner lots to more closely reflect an existing neighborhood pattern. 3. Exceptions to frontage requirements for flag lots and small lot subdivisions are found in Sec. 5.2.2 4. For lots in RL or RM with more than two primary buildings, the minimum lot frontage shall be 45'. 5. Average setback for front and side setbacks are calculated based on 4 adjacent lots, two on each side within the same block and on lots with the same frontage requirements. For the purposes of determining the required front setback only, among the comparative sample of four neighboring properties, one may be removed from the averaging calculation. 6. Where there are fewer than 2 adjacent lots on both sides within the same block having the same street frontage, the average side yard setback shall be calculated from the fewer number of lots. Where there are no adjacent lots, the side setback shall be 10% of the lot width. Refer to Sec. 5.2.5 for additional details. 7. A 75 ft setback shall be required from the ordinary high water mark of Lake Champlain and the Winooski River. Additional setbacks from the lakeshore and other water features may be applicable per the requirements of Sec 4.5.3 Riparian and Littoral Conservation Overlay Zone. 8. For properties in the RL and RM zones with frontage along Lake Champlain or the Winooski River, the front yard setback shall not be required to exceed 50 feet. 9. An additional ten per cent (10%) lot coverage may be permitted for accessory residential features per (d) 3A below.					

As proposed by Councilor Hightower, further amend *Table 4.4.5-2 Principal & Secondary Structures Massing and Placement Standards in Residential Districts* on page 14, line 161 to reduce the allowable units per building in RM to 4 units:

Table 4.4.5-2 Principal & Secondary Structures Massing and Placement Standards in Residential Districts

<u>District</u>	<u>Max Height & Stories^{1,3}</u>	<u>Max Dwelling Units per Structure^{2,3,4}</u>	<u>Max. Principal Structure Footprint³</u>	<u>Max. Secondary Structure Footprint³</u>	<u>Max Building face before providing offset⁵</u>	<u>Min. Distance between Structures on same lot</u>
<u>Residential Low (RL)</u>	<u>35'</u> <u>3 stories</u>	<u>4</u>	<u>1,800 sq.ft</u>	<u>1,100 sq.ft.</u>	<u>50'</u>	<u>15'</u>
<u>Residential Medium (RM)</u>	<u>35'</u> <u>3 stories</u>	<u>6 4</u>	<u>1,800 sq.ft.</u>	<u>900 sq.ft.</u>		
<u>Residential High (RH)</u>	<u>50'</u> <u>4 stories</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>		
<u>Residential Corridor (RC)</u>			<u>3,600 sq.ft.</u>	<u>N/A</u>		
<u>1. Details regarding the measurement of and exceptions to height limits are found in Art 5.</u> <u>2. Minimum dwelling unit size is 350 sq.ft.</u> <u>3. Within RL and RM zones, lots may have up to one (1) Principal and one (1) Secondary structure per lot, except as may otherwise be allowed by Article 11.</u> <u>4. Within the RM district, a maximum of six (6) dwelling units are permitted in a Principal structure, and a maximum of four (4) units are permitted in a Secondary structure.</u> <u>5. Required on all building faces. Minimum offset is 5 ft measured perpendicular to the building face in excess of 50 ft.</u>						

Board of Finance and City Council Submission Checklist

Department: Planning Submitter: Meagan Tuttle

Title/Subject: ZA-24-02 Neighborhood Code Part 1- Public Hearing 2 & Council Action

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☒	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

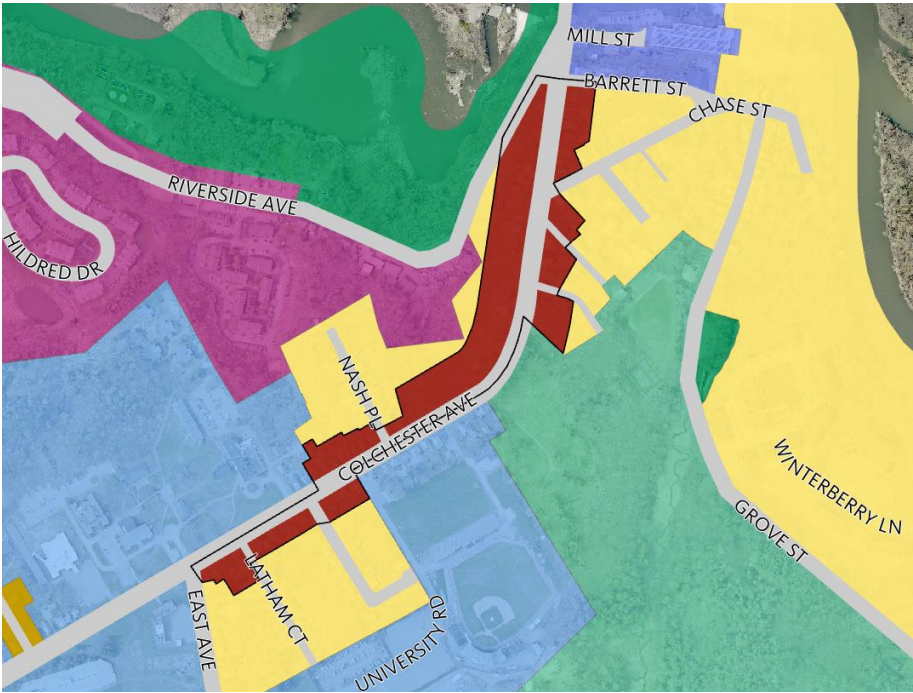
Signoff Needed	Received	Date Received	Note
Department Head	Yes	3/18/2024	Click or tap here to enter text.
Mayor's Office informed and approved memo	Choose an item.	3/19/2024	Click or tap here to enter text.
Board/Commission, if required	Yes	1/9/2024	Planning Commission and City Council Ord. Cmte approved referral
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	Choose an item.	1/9/2024	Kim Sturtevant
CAO has reviewed budget, financing, and memo	N/A	Click or tap to enter a date.	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

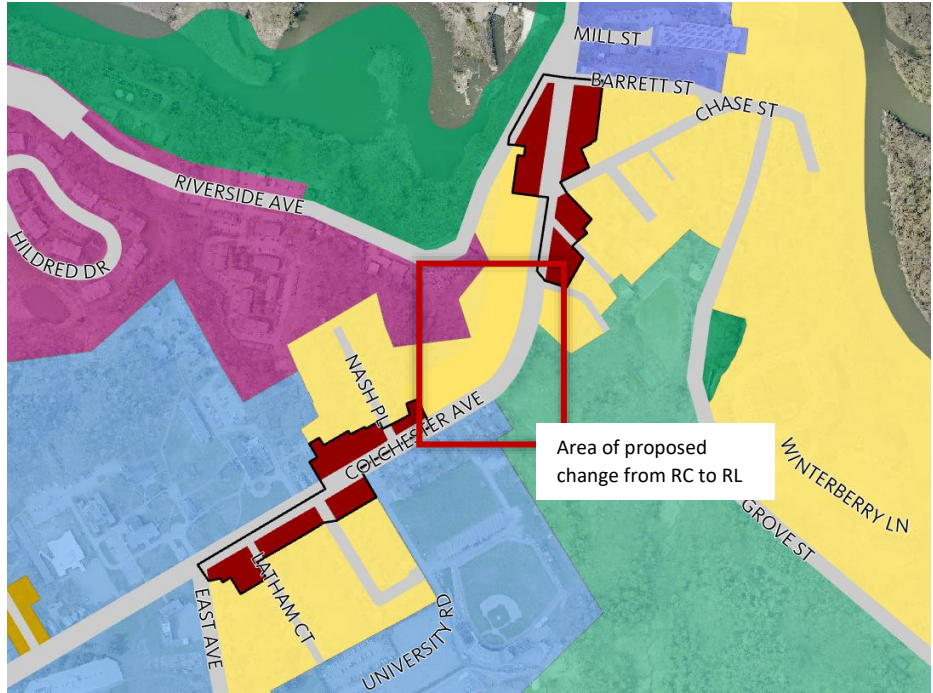
	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Neighborhood Code Maps
Draft Resolution or Motion?	Yes	City Atty office will submit final ordinance language and motion
If for submission to Council, are sponsors identified?	Yes	Click or tap here to enter text.

As proposed by Councilor Hightower, update proposed maps 4.3.1-1 *Base Zoning Districts* and 4.4.5-1 *Residential Zoning Districts* to apply the Residential Low District to residentially-zoned parcels with frontage on sections of Colchester Avenue and North Avenue, which were proposed to be within the proposed Residential Corridor District, due to wildlife sightings.

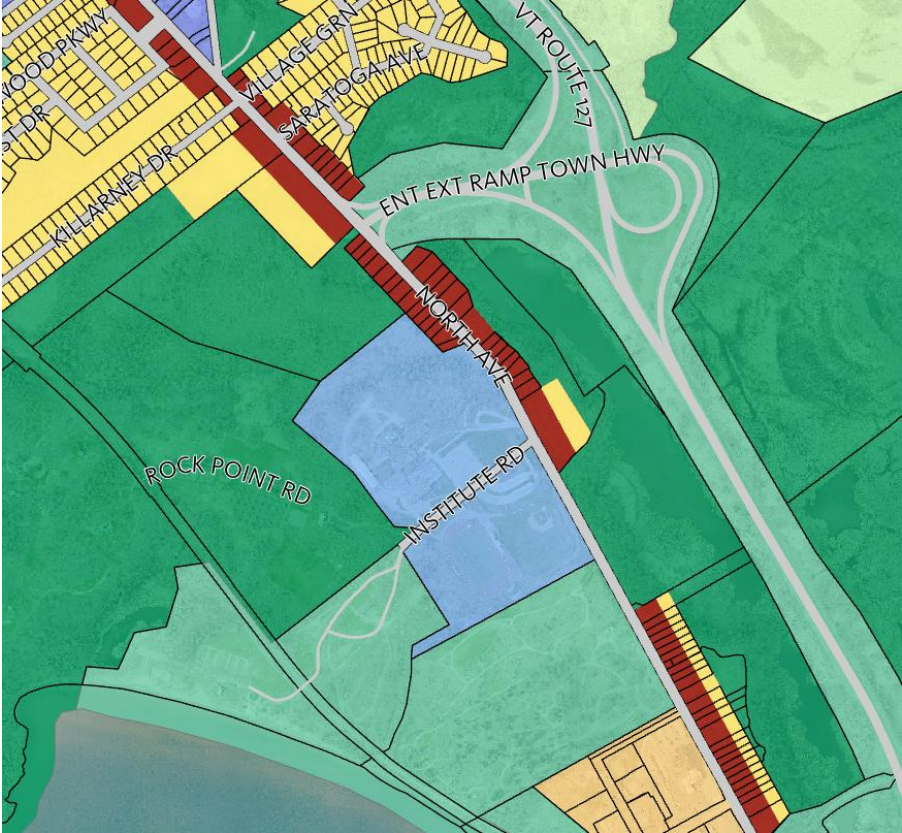
ZA-24-02: proposed RC boundary along Colchester Avenue



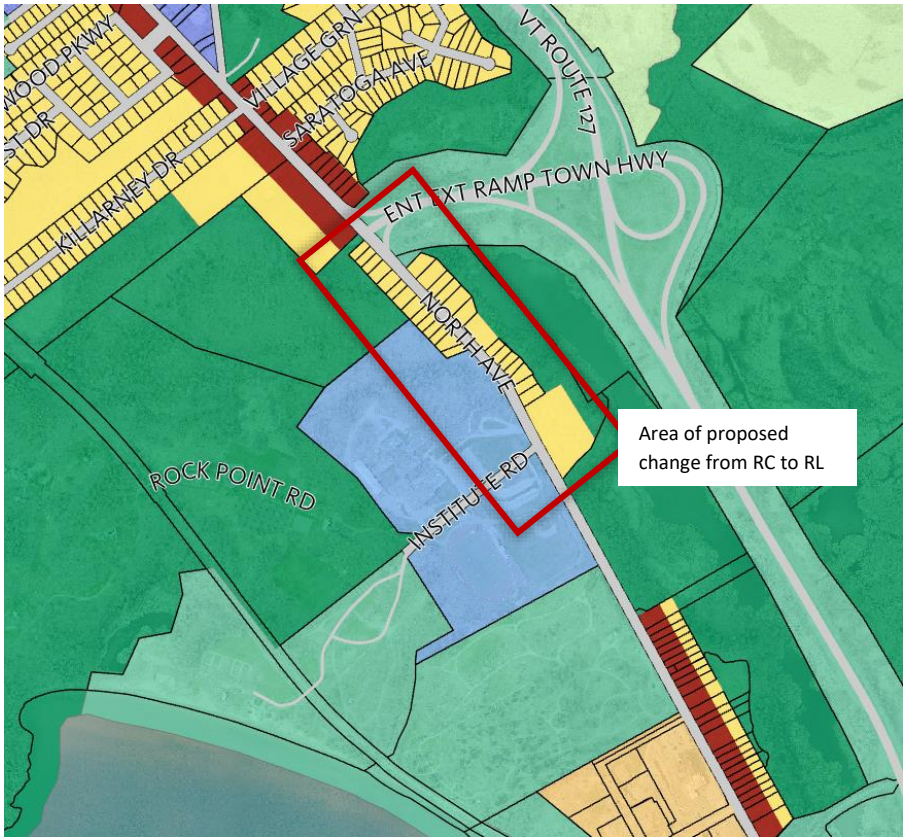
Amendment 3: proposed change to RC boundary along Colchester Avenue



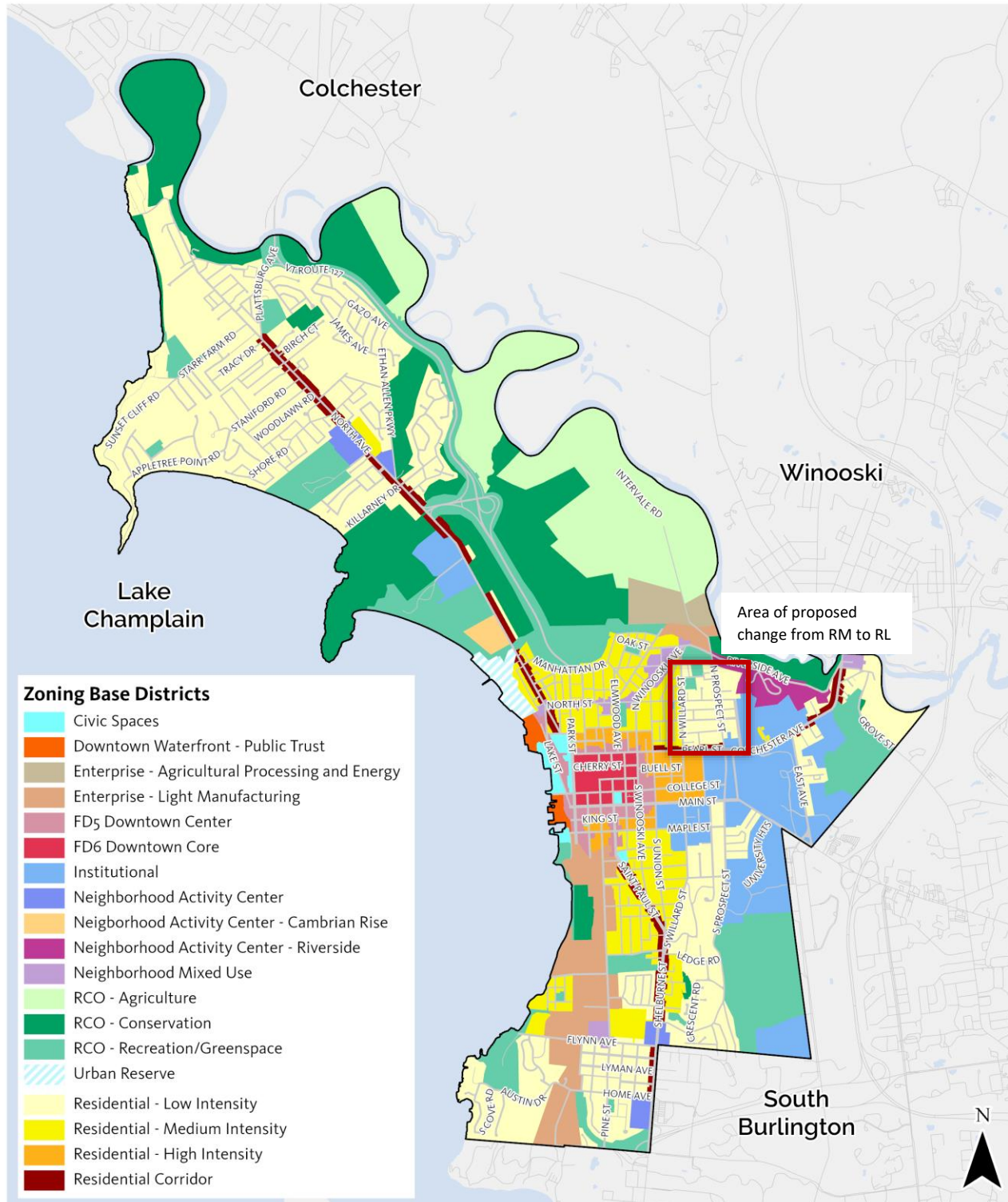
ZA-24-02: proposed RC boundary along North Avenue

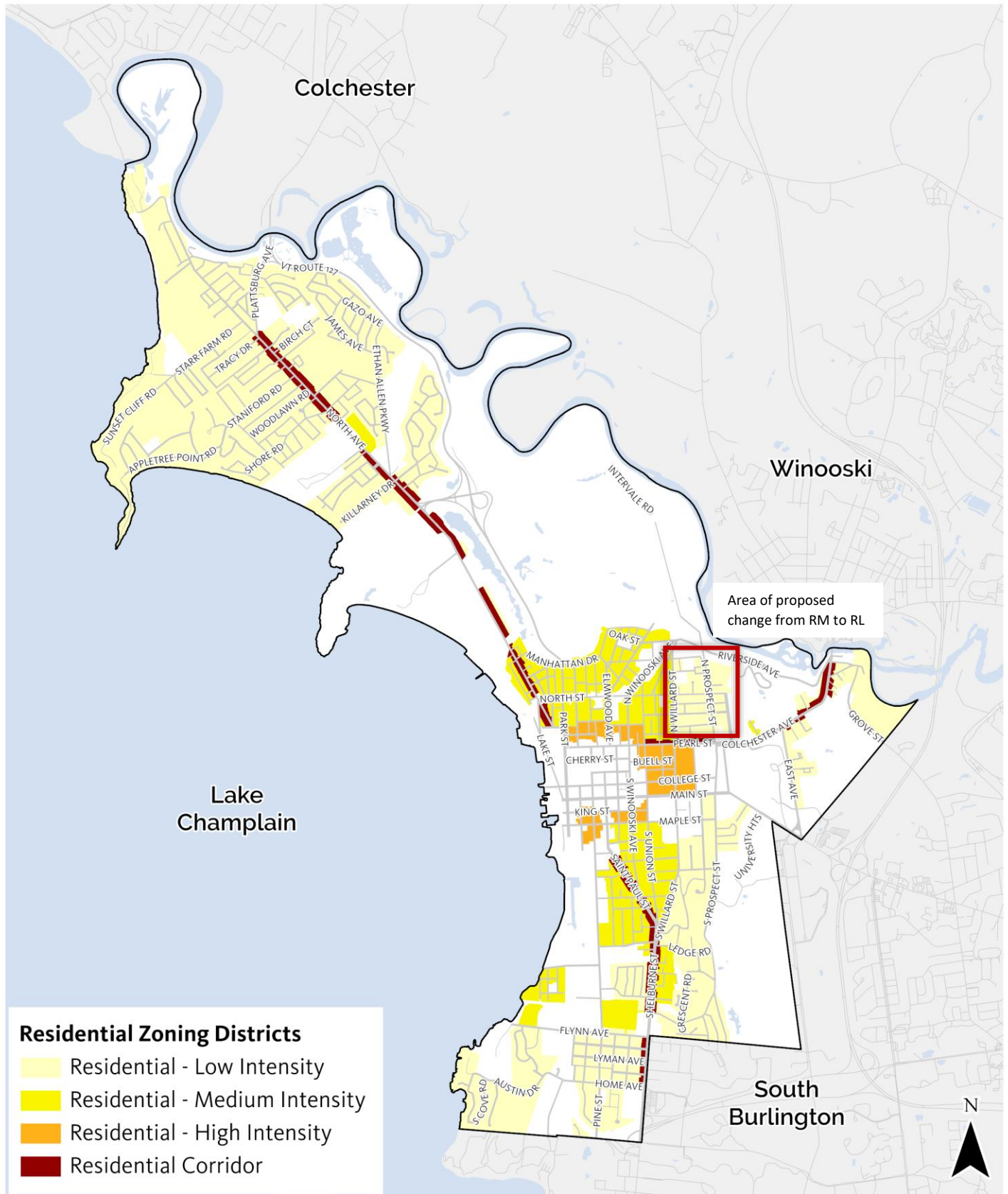


Amendment 3: proposed change to RC boundary along North Avenue

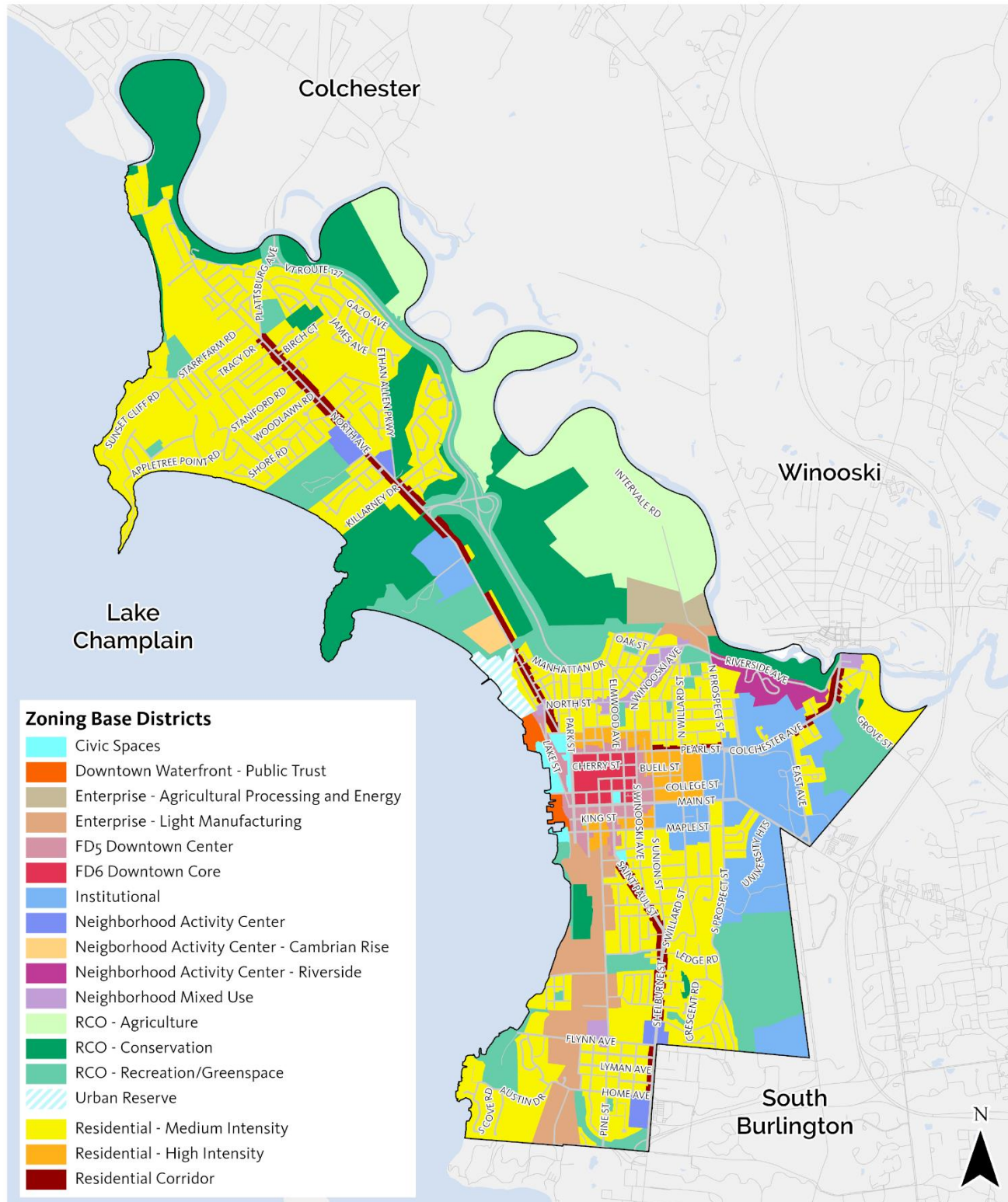


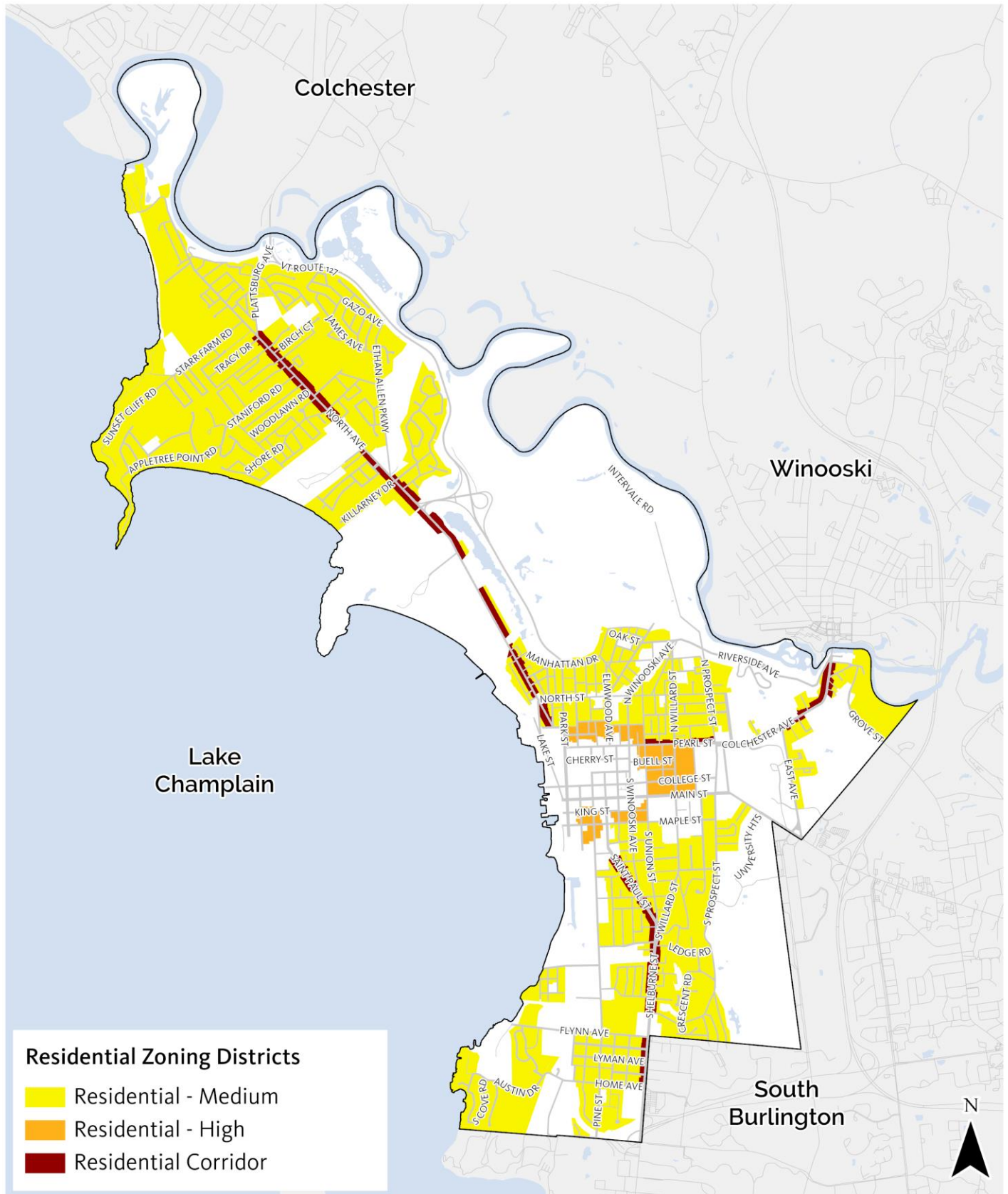
As requested by Councilor Dougherty, update proposed maps 4.3.1-1 *Base Zoning Districts* and 4.4.5-1 *Residential Zoning Districts* to apply the Residential Low District to residentially-zoned parcels generally bounded by N. Willard St., Mansfield Avenue, Archibald St., and Pearl St, except for the first 200 ft. depth of the properties with street frontage on Pearl Street between N. Willard and N. Prospect which are in the proposed Residential Corridor District.





As requested by Councilors Grant and Bergman, update proposed maps 4.3.1-1 *Base Zoning Districts* and 4.4.5-1 *Residential Zoning Districts* to apply the Residential Medium District to all residentially-zoned parcels that are currently proposed to be zoned for either Residential Medium or Residential Low. Further, amend all sections throughout proposed ZA-24-02 to remove references to and standards associated with the Residential Low district.





As requested by Councilor Paul, before line 22 on pg 2, insert the following language, which amends existing Sec. 2.7.8 Withhold Permit in the CDO to include uncorrected violations of Chapter 18 Minimum Housing Standards in the grounds to deny a zoning permit application for a property.

Article 2: Administrative Mechanisms
PART 7: ENFORCEMENT

Sec. 2.7.8 Withhold Permit

The administrative officer is authorized to deny all zoning permits or certificates of occupancy for any property with:

- an uncorrected zoning violation (i.e. notice of zoning violation and/or municipal complaint ticket has been issued and is not under appeal);
- ~~The administrative officer is also authorized to deny all zoning permits for any property with~~ an expired zoning permit without a final certificate of occupancy; or
- an uncorrected violation of Chapter 18, Housing, Art. III, Minimum Standards, of the Burlington Code of Ordinances, as identified on the property's most recent rental inspection report (i.e. a notice of violation has been issued and is not under appeal);

Instead of withholding or denying a zoning permit, the administrative officer may grant such permit subject to the condition that the uncorrected zoning or **Chapter 18** violation is corrected or the expired zoning permit is closed out with a final certificate of occupancy. Such action(s) shall take place before the issuance of a final certificate of occupancy on the new permit.

As requested by Councilor Traverse, Proposed Amendment to ZA-24-02 at the end of Sec. 4.4.5:

Sec. 4.4.5 Residential Districts

(e) Effective Date.

The amendments to this Section 4.4.5 that allow for a secondary structure within RL and RM zones, except as may otherwise be allowed by Article 11, are effective October 1, 2024.

Memo

To: Burlington City Council
From: Karen Paul, Chair, Public Safety Committee
Re: Public Safety Committee – Year in Review

The Public Safety Committee has had a busy year. As we close out the Council year, I wanted to leave the next Council with a review of the issues we prioritized and the accomplishments of the past year.

The Committee met 12 times this past year. We prioritized the key points in the mission statement of the Committee:

- to discuss and address issues related to public health and community safety.
- to bring forward substantive recommendations in support of those goals while considering social determinants of health and prioritizing harm reduction and trauma informed practices.
- to do this work will be done in collaboration with the police and fire departments and commissions, key stakeholder groups, and community members.
- to ensure our community is healthy and safe, bringing the community together where all feel safe, supported, and engaged.

To this end, we spent the past year on several initiatives including monthly reviews of the Chief's reports (Police and Fire) was updated on Burlington CARES, concerns about the public emergency notification system and we discussed the CNA recommendations, including a year-end update on the progress being made on the recommendations at our last meeting on March 21, 2024.

We devoted several meetings to discussing drug activity in neighborhoods and across the City. These discussions, along with significant public input, were the foundation of the resolution our committee spent over nine hours of committee time on, "Declaring The Unprecedented Increase In Substance Use A Public Health Crisis And Together With Drug Activity In Our City To Be Our Top Public Health And Safety Priority, And Amending Appendix B Rules And Regulations Of The City Council To Add A Standing Item To Every Agenda" which passed the City Council on an 11-1 vote on October 10, 2023.

As part of this resolution, we added an item to our regular Council agenda, "Public Health and Safety Emergency Reports" and we held two community forums on public health and safety on December 14 and 19. Both were very well attended, and the community learned from local public health and safety experts about the challenges facing them and the opportunities for collaboration and working to improve public health and safety in our community.

This is much work that lies ahead. Going forward, the Committee, in addition to its regular agenda items, will need to be updated regularly on work being done on the CNA recommendations and continued work on drug activity in our city as well as public safety across the city.

I want to acknowledge the work of Councilors Grant and Doherty. Both were actively engaged in the work of the committee and offered great insight on important community priorities to improve our

public health and community safety responsiveness. I do want to further acknowledge Councilor Grant's desire to see public health and safety on every Council agenda and her work on advocating for community forums. Councilor Doherty's professional background was very helpful to the committee's work and both Councilors devoted dozens of hours to prioritizing the mission of the Committee. As we all know, our city, like many across the state and nation, is faced with a number of critical challenges at this time. We did our best to bring forward meaningful work to contribute to addressing them.

To: Burlington City Council & Mayor Weinberegger's Office
From: Councilor Ali Dieng, Chair of the Racial Equity Inclusion and Belonging (REIB) Committee
Re- Racial Equity Inclusion Committee Report
City Council Committee members: Councilors Grant & Traverse

Overview and Report

It is with no doubt that the Racial Equity Inclusion and Belonging Committee has experienced a significant set of changes over the past two years. The departure of former Racial Equity Inclusion and Belonging Director, Miss Green has brought a different set of challenges to the department and has deeply affected the department's operation and staff morale.

Both Committee members and the remaining staff were hopeful with the arrival of a new Director that the department will finally stabilize and truly deliver since its conception in 2020.

The committee met 8 times in the last 12 months. Some of the meeting cancellations were mainly due to a combination of unavailable meeting rooms married with new staff not yet trained to successfully host remote meetings outside of the Bushor Room equipped with the adequate technology or at the request of the new Director or members of Administration.

The Committee stayed engaged and was able to oversee the followings:

- Hiring a REIB Director, Review of Job Description and served in the hiring process.
- Participated in the Restructuring of the REIB Department
- Oversee the City of Burlington Juneteenth event and other events
- Guided the VNAAC project: Understanding Gun Violence Affecting New American Youth
- Started and strengthened relationship building with the Richard Kemp Center
- Facilitate connections between the REIB Department and Established New American organizations (Somali Bantu Community Association, the Congolese Association)
- Restarted the prioritization of the City Council resolution around the Reparation Task Force
- Supported engagement of city projects and REIB projects such as

- A) Mainstreet construction project and Public Arts
- B) Dewey Park- Embrace and Belonging Sculpture, IAA/Community Celebration
- Discussion and Decision of the creation of REIB Commission for the city of Burlington

Despite all the challenges we encountered in the past couple years, the committee was still focused on the important goals identified as priorities and to quickly adapt to new issues affecting our community.

The REIB Committee is required to facilitate a comprehensive report to the full city council around the following achievements starting in April 2024. Those comprehensive reports to the City Council are to be facilitated alongside the new council president, and the future REIB chair, reports to include: A) Report from the Vermont New American Advisory Council (VNAAC)

B) City of Burlington Slavery Reparation Task Force Report - C) Dewey Park- Art Project - Embrace and Belonging & D) Report and Council input around the creation of a REIB Commission

To: City Council
From: Ben Traverse, Ordinance Committee Chair
Date: March 25, 2024
Re: 2023-2024 Ordinance Committee Update

Over the past year, the Ordinance Committee's work has largely focused on three important initiatives. The first two items involved important updates to Burlington's Comprehensive Development Ordinance:

1. **South End Innovation District:** Earlier this Council year, with outstanding support from Director Tuttle and the Office of City Planning, the Ordinance Committee held multiple meetings to review zoning amendments that created the South End Innovation District (SEID). These amendments will allow for the creation of a new sustainable neighborhood, including the construction of hundreds more units of much-needed housing. Importantly, the Ordinance Committee took action to require that inclusionary zoning be built onsite within the SEID, which should provide valuable guidance to future policymakers as they review broader updates to our IZ ordinance.
2. **Neighborhood Code:** Subsequent to its review of the SEID, the Ordinance Committee met jointly with the Planning Commission to review the comprehensive zoning amendment known as the Neighborhood Code. Between October 2023 and early this year, the joint committee met nine times to develop the proposal that is now before the full City Council. At the conclusion of this joint committee process, the Planning Commission unanimously supported an amendment that will allow new neighborhood-oriented housing opportunities in smaller multi-unit buildings, promote greater density along our major transit corridors, remove historical barriers to renovation that have frustrated Burlington homeowners for decades, and support small businesses in our communities. The Ordinance Committee supported the Planning Commission's decision to move forward with sending the Neighborhood Code to the full City Council.

In addition to its review of the above-referenced zoning updates, the Ordinance Committee focused a great deal of its work over the past year on police oversight and accountability. Through joint meetings with the Charter Change Committee, the Ordinance Committee crafted a proposed charter change that would memorialize the Burlington Police Department's commitment to transparency and the Police Commission's role in reviewing departmental policies and directives, as well as community complaints regarding police conduct. The proposal would also stand up a new path for a third-party to resolve differences between the Police Commission and the Chief of Police on community complaints. Thanks are owed to the City Attorney's Office and ACA Sturtevant, as well as Attorney Josh Diamond for their work on this matter.

Accountability List

Notwithstanding a great deal of work over the past year, items remain on the Ordinance Committee's accountability list. For the sake of the Ordinance Committee and the City Council at large, it is critically important that the next Mayor's administration act promptly to secure additional support for our City Attorney's Office. Again, significant credit is due to our Assistant City Attorneys for the time they have

spent performing outstanding work for our City. These are the items still before the Ordinance Committee:

1. **Trespass Ordinance:** The Ordinance Committee is currently reviewing the City's trespass ordinance and updates that will make it a better tool to address Burlington's community safety concerns. Specifically, the Ordinance Committee is considering: (1) amendments to language on who may enforce the City's trespass ordinance; (2) aligning language on no-trespass orders from public property, including the addition of graffiti and retail theft from the Church Street marketplace; and (3) the legality and staff bandwidth to establish a trespass enforcement program, which may afford the Burlington Police Department broader authority to remove trespassers from private property.
2. **Graffiti Ordinance:** Earlier this Council year, the Ordinance Committee was sent the City's graffiti ordinance for review in the context of a resolution that condemned the use of transphobic hate speech. The City Attorney's Office will be reporting back to the Ordinance Committee on whether First Amendment protections permit for related updates to our graffiti ordinance. Separately, the Ordinance Committee asked Director Ward for any recommendations the Code Enforcement Office may have on how our graffiti ordinance could be updated to mitigate graffiti more generally.
3. **Dog Task Force:** More recently, the City Council acted to refer portions of the Dog Task Force report to the Ordinance Committee. The Committee has not met regarding these items, which will need to be taken up by next year's group.