



Board of Finance

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

Please click the link below to join the webinar:

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

1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	2. Public Forum

Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3. Consent Agenda

Subject	3.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	3.2. June 24, 2024 Board of Finance Meeting Minutes, Draft
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	3.3. July 8, 2024 Board of Finance Meeting Minutes, Draft
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	3.4. Monthly Financial Review - Budget to Actual as of June 30th, 2024 - C/T
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall

Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	3.5. Lease of McKenzie Park - BPRW
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the lease of 22.32 acres of McKenzie Park to the Intervale Center for a ten-year period for commercial agricultural purposes, and to authorize Mayor Emma Mulvaney-Stanak to execute the lease agreement and any related documents, subject to review by the City Attorney's office
Subject	3.6. Court Diversion Grant Amendment #02100-FY24/25-CN - CJC
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Community Justice Center
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve the acceptance of the State of Vermont Grant Amendment Award #02100-FY24/25-CN, in the amount of \$632,522, which will extend the court diversion and pretrial services being provided by the BCJC to June 30, 2025, and to authorize CEDO Director, Brian Pine to sign the grant agreement, and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby
Subject	3.7. Department of Corrections Grant: "Safer Communities" (Grant Amendment # 03520-1578) - CJC
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Community Justice Center
Type	Action (Consent)

Recommended Action	move to approve and recommend that the City Council approve and: 1) authorize the CEDO Director to accept and execute a second amendment to State Grant #03520-1578 in the amount of \$357,160 for FY25 subject to review and approval of the City Attorney and to take such further actions and execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby, and 2) authorize the CAO or their designee to effectuate any budget amendments necessary to reflect the necessary changes to the FY25 budget lines associated with the grant
Subject	3.8. UVM - City Land Swap at Pearl and Prospect Intersection - DPW
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the proposed land swap agreement with the University of Vermont, as outlined in the attached Agreement and summarized in this memo, and to authorize the necessary actions to effectuate the agreement
Subject	3.9. Approval to Enter into Contract with Sandri Energy LLC, for the City of Burlington's Fuel Supply - DPW
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and recommend City Council authorize Department of Public Works Director, Chapin Spencer, or their successor or designee: (1) to enter a five-year agreement with Sandri, Energy LLC., to supply the City of Burlington, with gasoline and diesel fuel services, for a price of \$.10 over Sunoco rack price at their Burlington Vermont terminal, subject to review and approval of the City Attorney's Office; (2) to execute future extensions following the initial five-year term of the agreement approved as to form by the City Attorney's Office, for so long as any increase in price over Sunoco rack price at the Burlington, Vermont terminal does not exceed the increase in CPI-U from the effective date of the agreement
Subject	3.10. City Arts West Window Restoration - BPRW
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve and authorize the execution of a contract with Heritage Environmental Projects, Inc., for a price not to exceed \$80,000.00, to complete exterior window

restoration at the Burlington City Arts Center, plus a project contingency of \$4,000.00, for a total authorized project expenditure not to exceed \$84,000.00; and, to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract, any related documents, and any future amendments needed to carry out the project and utilize the contingency as necessary, subject to review by the City Attorney's Office

Subject	3.11. Burlington Police Department Front Canopy Renovation - BPRW
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve and authorize the execution of a contract with Polli Construction, Inc., for a price not to exceed \$174,175 for the Burlington Police Department Canopy Renovation project, and to authorize a project contingency in the additional amount of \$17,000, for a total authorized project expenditure not to exceed \$191,175; and, to further authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract, any related documents, and contract amendments needed to carry out the project and utilize the contingency as necessary, subject to the review of the City Attorney's Office

Subject	3.12. FY25 Vehicle Purchase Recommendation - DPW
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	SUGGESTED BOARD OF FINANCE MOTION: 1. To approve and recommend the City Council approve the proposed FY'25 Fleet Purchasing List as detailed in Attachment E cost chart, and authorize the Director of the Department of Public Works to purchase the vehicles listed therein, for a total authorized expenditure in an amount not to exceed \$343,200.00; and 2. To approve and recommend that the City Council authorize the Chief Administrative Officer to increase the foregoing authorization if necessary by not more than 15% by budget-neutral amendment, without further approval from the Board of Finance or City Council; and 3. To approve and recommend that the City Council authorize the Director of the Department of Public Works or designee to dispose of the FY25 replaced vehicles/equipment through any of the following means, as they shall in their reasonable judgement determine to be in the City's best interest, and to take such further actions and execute such further instruments approved as to form by the City attorney as may be necessary or convenient to effectuate the transactions contemplated hereby: auction the vehicles/equipment through any of various online public auctions; by trade - in where vehicle/equipment is being purchased; or, if the vehicle is of no value to the vendor, Fleet Maintenance will have the vehicle/equipment, hauled away for scrap at the current market price.

4. Deliberative Agenda

Subject	4.1. Creation of one position at CJC - CJC/HR
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Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Community Justice Center
Type	Action
Recommended Action	to approve and recommend that City Council approve the creation of the Data, Communications and Operations Specialist position within CEDO, a Limited Service, Full-time, Union, Grade 14, position
Subject	4.2. Burlington Fire Department - Lateral Hiring - Fire
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Fire Department
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Chief of the Burlington Fire Department to execute a Memorandum of Understanding with the Burlington Fire Fighters association, allowing for the hiring of experienced firefighter/EMTs through a lateral hiring process, subject to the final review and approval of the City Attorney's Office
Subject	4.3. Champlain Parkway Project Final Construction Contract - Award Authorization - DPW
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of Public Works to execute a contract with Engineers Construction, Inc. (ECI) in an amount up to \$14,392,262.50 with \$1,439,226.25 (10%) in contingency funds, totaling up to \$15,835,613.75, for the Champlain Parkway Final Construction Contract, subject to the final review and approval by the Office of the City Attorney
Subject	4.4. Acceptance of 2A Grants for the Fletcher Free Library's Restoration & Preservation Project for the 1904 Carnegie Building portion of the Library - Library
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Fletcher Free Library

Type	Action
Recommended Action	1. To approve and recommend the City Council approve and authorize for the Director of the Fletcher Free Library to accept and execute the Award Agreements with the following 2 funders for the Restoration & Preservation Project: NPS to accept a grant amount of \$500,000 with a local match of \$500,000 in City Capital funds, and ACCD to accept a grant amount of \$20,000 with a local match of \$20,000 in City Facility Capital funds. For both grants, the project costs are to be paid upfront by the City of Burlington and then reimbursed by NPS & ACCD for a total of \$540,000. These funds are to be added to previously accepted NEH grant and matching funds request of \$981,700 for a total FFL Restoration & Preservation project budget of \$2,021,700.00; subject to final review and approval by the City Attorney's Office and Chief Administrative Officer. 2. To approve and recommend the City Council approve and authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to support the proposed Fletcher Free Library's project budget for FY25 subject to final review and approval by the City Attorney's Office.
Subject	4.5. Authorization to Award and Execute the Construction Contract for Bridge Rail Repair - DPW
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of Public Works to execute a contract with Engineers Construction, Inc. in an amount of \$456,789.00 with use of up to \$45,678.00 in contingency for a total of \$502,467.00 for construction services related to the Bridge Rail Repair contract, subject to review and approval of the Office of the City Attorney
Subject	4.6. Fleet Telematics - DPW
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that City Council authorize the Chief Innovation Officer to enter into a three (3) year contract with Samsara Incorporated, to supply the City Fleet with their Telematics software & equipment as stated in Samsaras quote #Q-1396189, for a maximum limiting amount not to exceed \$178,666.16., subject to review and approval of the City Attorney's Office
Subject	4.7. Authorization to Sign a Contract for Body - Worn Cameras, Conducted Electrical Weapon, and Storage for BWC Footage with Axon Enterprises, Inc. - Police
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda

Department	Police Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize the Chief of the Burlington Police Department to enter into an agreement with Axon Enterprise, Inc., to purchase new Body-Worn Cameras, Conducted-Electrical Weapons, unlimited BWC Footage Storage, and various technical software support solutions outlined in the attached proposal with Axon Enterprises, Inc. not to exceed \$1,393,969.92 over a 5-year term, subject to review by the City Attorney's Office
Subject	4.8. BSD Lease at Miller Community Recreation Center - BPRW
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Parks, Recreation, & Waterfront
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the lease of space in the Miller Center located at 130 Gosse Court, to include shared use of the gymnasium, as well as exclusive use of the designated teen center space, two adjacent offices and a storage closet off of the gym, to the Burlington School District for the 2024-25 school-year, and to authorize Mayor Emma Mulvaney-Stanak to execute the lease agreement and any related documents, subject to review by the City Attorney's office
Subject	4.9. Resolution: November 5, 2024 Special City Meeting -- Issuance of Revenue Bonds--for Burlington Electric Department--Net Zero Energy and Grid Reliability Projects - BED
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Burlington Electric Department
Type	Action
Recommended Action	to recommend that the City Council approve the attached resolution

5. Adjournment

Subject	5.1. Motion to adjourn
Meeting	August 5, 2024 - Board of Finance Meeting - Monday, August 5, 2024, 5:30 PM, Bushor Conference Room 1st Floor, City Hall
Category	5. Adjournment
Department	Council and Board
Type	Action Procedural

Recommended Action Motion to adjourn

**BURLINGTON BOARD OF FINANCE – SPECIAL MEETING
BUSHOR CONF. ROOM, FIRST FLOOR, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN NUMBER
BURLINGTON, VERMONT
MINUTES OF MEETING
DRAFT
June 24, 2024**

MEMBERS PRESENT:

Ben Traverse
Mark Barlow
Sarah E Carpenter
Joe Kane
Emma Mulvaney-Stanak

OTHERS PRESENT:

Katherine Schad

1.0 CALL TO ORDER and AGENDA

1.1 Motion to amend/adopt the agenda

Mayor Mulvaney-Stanak called the Board of Finance meeting to order at 6:02 PM

MOTION by Councilor Carpenter, SECOND by Councilor Barlow, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 PUBLIC FORUM

2.1 Verbal Comments

None.

3.0 CONSENT AGENDA

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

3.2 June 10, 2024 Board of Finance Meeting Minutes, Draft – approve the minutes.

MOTION by Councilor Carpenter, SECOND by Councilor Kane, to adopt the consent agenda and take the actions indicated for items 3.1-3.2.

VOTING: unanimous; motion carries.

4.0 DELIBERATIVE AGENDA

4.1 Resolution: Annual Appropriation and Budget For Fiscal Year Beginning July 1, 2024, and Ending June 30, 2025

Mayor Mulvaney-Stanak noted that the budget represents strong work and collaboration between the Mayor's Office and City Council and itemizes a number of priorities, both for the Administration and for the City Council in terms of what is needed for this next year's budget. She said that it reflects transparency around changing course on the use of one-time funds to shore up the budget, examines what tools have been available to increase revenue, such as increasing fees, and moving forward on collective goals around community safety. She said that it represents a true commitment to affordability, sustainability, and right-sizing government for that sustainability and affordability. She said that it contains an itemized list of how the \$50,000 in funding that is proposed for the encampment response will be spent, which came up as a question at a prior meeting.

Councilor Barlow asked about the \$125,000 for the senior advisor on community safety, and whether that line item is for salary and benefits or just for salary. Mayor Mulvaney-Stanak replied that it is for salary and benefits. She also noted that the Administration is attempting to secure grants or Congressional funding for the position, rather than depending fully on the General Fund. Councilor Barlow said he is appreciative of the additional itemization within the budget for the public safety services.

City Council President Traverse expressed appreciation for the work the Administration has put into this budget, given the tight timeframe since the start of the Mayor's term and the beginning of the new fiscal year. He noted the Democratic caucus's proposal to fund additional CSO positions, including the Housing Administrator position in the budget again, and increasing funding for recruitment, in addition to the other investments the Mayor's Office proposed for public safety.

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

VOTING: unanimous; motion carries.

4.2 Resolution: Annual Tax Assessments On The Property Grand List Of The City For The Fiscal Year Beginning July 1, 2024 And Ending June 30, 2025

Chief Administrative Officer Schad said that this relates to obtaining the City Council's authority to assess taxes based on the resolution that was just approved by the Board of Finance related to the FY25 budget. She said that the tax resolution lays out the details of the 18 splinter taxes and how they are apportioned.

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

VOTING: unanimous; motion carries.

5.0 ADJOURNMENT

5.1 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 6:14 PM.

RScty: AACoonrad

**BURLINGTON BOARD OF FINANCE
BUSHOR CONF. ROOM, FIRST FLOOR, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN NUMBER
BURLINGTON, VERMONT
MINUTES OF MEETING
DRAFT
July 8, 2024**

MEMBERS PRESENT:

Ben Traverse (via Zoom)
Mark Barlow
Sarah E Carpenter
Emma Mulvaney-Stanak

OTHERS PRESENT:

Brad Kukenberger
Timothy Williams
Nic Longo
Jeff Bartley
Chapin Spencer
Laura Wheelock
Michael LaChance
Shannon Trammell
Ashley Parker

1.0 CALL TO ORDER and AGENDA

1.1 Motion to amend/adopt the agenda

Mayor Mulvaney-Stanak called the Board of Finance meeting to order at 5:31 PM

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 PUBLIC FORUM

2.1 Verbal Comments

Sharon Bushor spoke about the item relating to the Monthly Financial Review-Budget to Actual as of May 31, 2024, saying that she hopes that when June 2024 information is available, a comparison be done between actual revenues and expenditures for FY24 to the projected revenues and expenditures for FY25, to see if the expectations put in the budget align with reality. She also raised a concern about the increased use of contingency on the Great Streets Main Street project. She also spoke about the item related to increased ambulance fees, and asked that there be an acknowledgement of what happens if the individuals in the "self pay" category truly can't pay the fees.

3.0 CONSENT AGENDA

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

3.2 Lease at Roosevelt Park – BPRW – approve and recommend that the City Council authorize the lease of the building located at 57 Oak Street, Roosevelt Park to the Boys and Girls Club of Burlington for a ten-year period, and to authorize Mayor Emma Mulvaney-Stanak to execute the lease agreement and any related documents, subject to the review of the City Attorney's Office.

3.3 June 17, 2024 Board of Finance Meeting Minutes, Draft – approve the minutes.

3.4 June 24, 2024 Board of Finance Meeting Minutes, Draft – approve the minutes.

3.5 Approval to accept Planning Grant Continuum of Care VT – 501 & Permanent Supporting Housing Grant Agreements in SFY25 – CEDO: VT0030L1T012314 - \$330,188 New Horizons Renewal, September 1, 2024; VT0053L1T012308 - \$269,172 Beacon Renewal, September 1, 2024; VT011L1T012300 - \$54,627 CoC Planning Grant VT – 501, January 1, 2025 – approve and recommend that the City Council approve the acceptance of three U.S. Department of Housing and Urban Development Continuum of Care FFY23 grants - VT0030L1T012314, VT0053L1T012308, and VT011L1T012300 to begin in SFY25 and authorize the Director of CEDO to execute all contracts and documents necessary to accept the total funding of \$653,987 from HUD, subject to the review and approval of the City Attorney's Office.

3.6 Sponsorship Agreements for The Caroline Fund, United Immigrant and Refugee Communities of Vermont, Obieze Ebo, Gallop to Success, and Arbai Huhina and Samuel Dingba in Collaboration with AALV – REIB – 1. Retroactively approve and authorize the Interim Director of the Racial Equity, Inclusion, and Belonging Office and the Chief Administrative Officer to issue a grant in the amount of \$15,000 to The Caroline Fund from the FY24 Empower Fund GL, and to execute a grant agreement memorializing the same, subject to review by the City Attorney's Office; 2. Approve and authorize the Interim Director of the Racial Equity, Inclusion, and Belonging Office and the Chief Administrative Officer to issue grants of City funds in a total amount not to exceed \$43,150 from the FY'25 Empower Fund GL, and to execute grant agreements memorializing the same, subject to review by the City Attorney's Office, as follows: a. to the United Immigrant and Refugee Communities of Vermont, Inc. for a total authorized grant amount of \$15,000 and b. to Obieze Ebo for a total authorized grant amount of \$6,450; and c. to Gallop to Success for a total authorized grant amount of \$11,000; and d. to Arbai Muhina and Samuel Dingba in collaboration with AALV for a total authorized grant amount of \$10,700.

3.7 Authorization to Sign Property Lease with The Jones Payne Group, Inc. at 1200 Airport Drive, South Burlington, VT – Airport – approve and recommend that the City Council authorize the leasing of certain identified space at the Patrick Leahy Burlington International Airport to The Jones Payne Group, Inc. and to authorize the Mayor to execute the lease, subject to final review and approval by the City Attorney's Office.

3.8 Recommendation to the Board of Finance to Accept and Execute a contract in the amount of \$94,000 with a 15% contingency with ECI (Engineers Construction Inc) for the Mill & overlay of Aviation Avenue and Eagle Drive – Airport – approve and recommend that the City Council authorize the Director of Aviation to execute a contract with ECI (Engineers Construction Inc) for the Mill & Overlay of Aviation Avenue and Eagle Drive in the amount of \$94,000, with a contingency of 15% for a total of \$108,100, subject to review and approval of the City Attorney's Office.

3.9 Water Treatment Plant Elevator Modernization Agreement Authorization to Execute Contract with Mack Brothers Elevator – DPW/Water Resources – 1. Approve and recommend that the City Council authorize the Director of Public Works to execute a Construction Contract with Mack Brothers Elevator with a maximum limiting amount of \$180,000 subject to review and approval by the City Attorney; and 2. Approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments in substantial conformance with the attached budget transfer request.

3.10 Authorization to Sign a Contract for Facility repairs with Farrington Construction – Police – approve and recommend that the City Council approve and authorize the Chief of the Burlington Police Department to enter into a contract with Farrington Construction in an amount not to exceed \$129,179.50, contingent upon the successful funding authorization from the Capital Committee and subject to review by the City Attorney's Office.

3.11 Impact Fees Budget Amendments – DPW/Parking & Traffic – authorize and recommend that the City Council authorize the Chief Administrative Officer to implement FY24 budget amendments, in substantial conformance with the attached Budget Amendment Request to reallocate \$120,000 in traffic impact fee revenues (Fund 264).

3.12 Authorization for a \$130,000 budget neutral amendment – DPW/Water Resources – approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to effect a \$130,000 budget neutral amendment in substantial conformance with the attached budget transfer request.

3.13 Approval for MuniCap, Inc., FY25-27 TIF District Administration Consultant Contract – Capital – approve and recommend that the City Council approve and authorize the Chief Administrative Officer to enter into an agreement with MuniCap, Inc., for a three-year contract (FY25-27) not to exceed \$60,000 per year, subject to review by the City Attorney's Office.

3.14 Monthly Financial Review-Budget to Actual as of May 31, 2024 – C/T – waive the reading, accept the communication, and place it on file.

3.15 Authorization to accept grant funds for the operation of the Elmwood Emergency Shelter Community – Housing Opportunity Grant Program SFY2025 \$1,290,576.00 – CEDO – approve and recommend that the City Council approve the acceptance of SFY25 grant funds in the amount of \$1,290,576 from the State of Vermont Housing and Opportunities Program for the operations of the Elmwood Emergency Shelter Community and authorize the Director of CEDO to execute all contracts and documents necessary to accept the funding through the period of July 1, 2024 – June 30, 2025, including retroactive approval for the period of July 1 to July 17, 2024, subject to the final review and approval of the City Attorney's Office.

3.16 Resolution: Annual Tax Assessments On The Property Grant List Of The City For The Fiscal Year Beginning July 1, 2024 And Ending June 30, 2025 As Amended On July 15, 2024 – Assessor – recommend that the City Council approve the amended property tax rate resolution for FY25 for annual tax assessment of the property grand list of the City to show the Local Agreement rate change from \$0.0011 to \$0.0005.

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, to adopt the consent agenda and take the actions indicated for items 3.1-3.16.

DISCUSSION:

- **Councilor Carpenter asked about the difference between the incurred \$96 million in the monthly budget report and the projected \$100 million. Finance Director Kukenberger replied that as the City gets closer to the end of the fiscal year it has a more accurate view, both on the expenditure and revenue sides and more assumptions that can be taken out of play. He noted that expenditures and revenues both decreased, but expenditures decreased more, leading to an increase in surplus. He noted that a large portion of the difference in projections versus actuals is the use of fund balance, which isn't budgeted for.**

VOTING: unanimous; motion carries.

4.0 DELIBERATIVE AGENDA

4.1 Security Services for City Hall – HR/Safety Manager

Safety Manager Williams spoke about the procurement process for security services, noting that Chocolate Thunder was the successful bidder and that they have been working in this capacity as the City's vendor for a number of years.

Councilor Barlow asked about the evolution of private security services generally in City Hall, as well as more broadly, and how this played a role in the selection process. Safety Manager Williams replied that having a contractor with the ability to have security footage helps the City with legal liability and documentation. He noted that the use of closed circuit television and body cameras is now standard practice in many types of security services. He noted that with Chocolate Thunder, there has been a growth in response and addition in the types of actions they have taken, both in City Hall and in the security provided to the Library.

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, to approve and recommend that the City Council authorize the contract with Chocolate Thunder Security to provide security services at City Hall for a total contracted amount not to exceed \$120,000 and to authorize Timothy Williams, Safety Manager, to execute the contract and any related documents, subject to review by the City Attorney's Office.

VOTING: unanimous; motion carries.

4.2 Recommendation to Board of Finance for Approval and Recommendation to City Council for Authorization to Execute and Award the Marketing and Promotional Services Contract to Hagan Associates – Airport

Innovation and Marketing Director Bartley said that this contract is in response to an RFP that was put out. He noted that the Airport has had a previous contract with Hagan Associates for the previous five-year term. He noted that there were 7 responses to the RFP that was put out in April, and that 6 of the responses were from Vermont.

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, to approve and recommend that the City Council authorize the Director of Aviation to enter into a contract, with the selected Media and Advertising concessions of Hagan Associates for a five (5) year term, subject to final review and approval of the City Attorney's Office.

VOTING: unanimous; motion carries.

4.3 Authorization to accept an amended ARPA Grant and to execute an amended MOA for a Public-Private Partnership Stormwater Quality Project – DPW/Water Resources

Director Spencer said that this relates to a construction-ready project and that the City's partner at the State has agreed to increase its financial commitment to a gravel wetland that improves water quality in the Potash Brook and Lake Champlain for \$1.2 million, and that the private partners involved in the project have also agreed to pay the local match at no cost to the City, other than its commitment to the project and to administer the pass-through grants. He said that this item specifically requests approval for the grant agreement and acceptance of funds, and to authorize an amendment to the Memorandum of Agreement (MOA) with the private partners to construct the gravel wetland.

MOTION by Councilor Carpenter, SECOND by Councilor Barlow, to 1. Approve and recommend that the City Council authorize the Director of Public Works to execute an amended grant agreement with Vermont DEC for up to \$2,029,673 for final design and construction of the P3 project involving the "South Meadow Apartments" and the "Shelburne Road Shopping Plaza" property, subject to final review and approval by the City Attorney's Office; and 2. Authorize the execution of an amended MOA between the City and the P3 private parties: Antonio B. Pomerleau, LLC, and Champlain Housing Trust, reflecting the increased grant funding, subject to the final review and approval by the City Attorney's Office.

VOTING: unanimous; motion carries.

4.4 Great Streets Main Street Contract Amendments – DPW

City Engineer Wheelock said that this relates to a contract amendment for the Main Street Great Streets construction contract as well as an approval to sign an MOU with BED so the City has an understanding of how it is paying BED for the work they are doing under the project. She noted that as the City has worked on infrastructure projects on Main Street, it uncovered a water main on King Street that was

exceptionally fragile and that its condition is exceptionally poor. She also noted that they are working to ensure that there is new pavement installed curb to curb after digging up infrastructure. She said that this item asks for an additional amount of funding to add this work into the contract. She said that in terms of the BED item, they have received pricing for the decorative street lighting, and she noted that though the capital costs for this installation are borne by the City, the utility can discount any of the street sections that are not currently up to code, which it has done by \$64,000. She noted that these funds are being paid with Tax Increment Financing (TIF) dollars, which are restricted to being used for Main Street reconstruction work.

Councilor Carpenter asked about concerns with using contingency and whether the funds will last through the construction project. City Engineer Wheelock replied that it is challenging, saying that there have been some unanticipated costs for additional flaggers to ensure that the public isn't entering the construction site, as well as the fact that much of this project is costly in and of itself, given the size of the sewer and the extensive upgrading work being conducted. Director Spencer acknowledged that it was anticipated that there would be additional unforeseen costs, which is why the project had such a high proposed contingency fund set aside for it.

Councilor Barlow asked if there is contingency set aside for additional monitoring of the system and foundations of buildings around the construction sites. City Engineer Wheelock replied that the project includes vibration monitoring, crack monitoring, and seismographs, given that several of the foundations along the corridor are sensitive. She noted that this monitoring was included in the project costs.

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, to 1. To approve and recommend that the City Council authorize the Director of Public Works to execute an amendment to the contract, subject to City Attorney review and approval, with S.D. Ireland Brothers Corporation in the amount of \$547,386, bringing the total contract value up to \$26,509,929.26, with the previously authorized the use of an additional \$2,596,254.83 in contingency funds to be available to use toward any necessary future contract amendments needed to accomplish the construction work herein contemplated, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount not to exceed \$29,106,184.09 for the development of the design of the Great Streets Main Street project; 2. To approve and recommend that the City Council authorize the Director of Public Works to execute a Memorandum of Understanding, subject to City Attorney review and approval, with Burlington Electric Department in the amount of \$549,810, for the lighting construction of the Great Streets Main Street project; and 3. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to pay the above-referenced project expenses in FY25 and Overall Project Budgets, in substantial conformance with the attached budget transfer request.

VOTING: unanimous; motion carries.

4.5 Ambulance Fee Increase – Fire

Chief LaChance began by noting that this is for increases to ambulance fees, and that he does not take fee increases lightly. He began by responding to Sharon Bushor's question during public comment around the "self-pay" category of people, clarifying that this population is uninsured or has a high deductible, and that they make up around 3% (or 216) of the individuals billed for services last year. He said that these individuals would be liable for ambulance fees normally, and will be for these increased fees. He said that the Fire Department does offer a hardship waiver through its billing agent. He noted that the last increase in ambulance fees was in 2022, and that this proposed increase is around half of the increase that went into effect in 2022. He said that the big change in this increase is the inclusion of charges for treatment without transport, which include (for example) bringing someone out of a diabetic coma or bringing someone out of an overdose state, where the individuals then choose not to be transported. He noted that the proposed treatment without transport fee is slightly less

than Medicaid's rate for treatment without transport. He noted that the BLS and ALS fees were increased by 8.4% and 8.7% respectively, and mileage rates were increased to \$23 from \$20. He said that they hope that the revenue from this can help to replace the ambulance fleet. He said that the projected revenue from this increase in FY25 of \$102,000 is a conservative projection.

Councilor Carpenter said that given the lack of equity in the healthcare reimbursement and billing system, she would rather charge more and be reimbursed where possible and be more generous on the forgiveness policy than charging less and missing the revenue entirely. Mayor Mulvaney-Stanak noted that without doing more analysis the City doesn't know what the breakdown of the pass-through to the consumer or patient looks like. Chief LaChance noted that he will often receive hardship waiver requests on the deductible costs for ambulance services. Chief LaChance suggested that they implement the policy for a year and learn from it and make modifications based on that learning. Councilor Carpenter asked what the treatment without transport currently costs the City and said it will be important to track this.

Chief LaChance suggested revisiting the data around this in January to determine how many hardship waivers are being requested and what the utilization of services is for individuals with different types of health insurance.

Councilor Grant said that even if the City were to have a separate fee for private insurance companies, that doesn't guarantee that the insurer will pay that fee, given that they may have certain maximum payment amounts in place. She also said that it will be extremely important to ensure that any policies are equitable. She asked what the collections rate is for billed services, and Chief LaChance replied that it is around 10%.

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, to approve and recommend that the City Council approve and authorize the increased fee structure for ambulance services effective upon passage as described in the table herein this Ambulance Fee Increase memo by Chief LaChance, dated July 7, 2024.

VOTING: unanimous; motion carries.

4.6 Authorization to Sign Contracts for Two-Way Radio Communication Fiber Lines with Consolidated Communications, Inc. and Burlington Telecom Business Services – Police

Executive Manager Trammell said that this is for agreements for two-way radio communication fiber lines with Consolidated Communications and Burlington Telecom. She noted that both the Fire Department and Police Department have been operating a two-way radio communication system since 2005, and that Chief LaChance has been spearheading the Public Safety Communication Capital Updates Project, through which they have obtained new receivers and transmitters to increase coverage throughout the City. She noted that the current equipment has reached the end of its life, and this new system would require fiberoptic lines rather than copper lines, and that this request is for service for both telecommunications companies to create a redundant backup (if one carrier goes down).

MOTION by Councilor Carpenter, SECOND by Councilor Barlow, to approve and recommend that the City Council approve and authorize the Chief of the Burlington Police Department or the Director of Information and Technology to enter into the following agreements for radio communication fiber lines and service upgrades: a. A five-year service contract with Consolidated Communications, Inc. in an amount not to exceed \$112,376,40; and b. A contract amendment to the existing Telecommunications Services Agreement with Burlington Telecom Business Services adding a scope of work and in amounts not to exceed \$90,000 for a five-year term for dark fiber services and \$46,800 for a three-year term for dark fiber services with First Light through BT, for combined total expenditure not to exceed \$249,177 over the next five years, subject to review by the City Attorney's Office.

VOTING: unanimous; motion carries.

4.7 Approval of Four Resolutions for Annual Borrowing for FY25 for City and School – C/T

Finance Director Kukenberger said that the first resolution seeks to borrow \$7 million (\$2 million for working capital and capital improvements needed for the City, \$3 million for specific capital improvements, additions, and replacements for BED, and \$2 million for capital improvements for efficient and economical operation of the school district). He said that the second resolution seeks to borrow \$5.8 million of capital improvement bonding, which were approved by voters in March 2022, which authorized the City Council to issue general obligation bonds in aggregate not to exceed \$23.8 million. He said that they have borrowed up through the \$5.8 million and are seeking approval to borrow the remainder. He said that the final two items are related to the Burlington School District. He said the first is the remainder (\$7.7 million) of voter-approved bonds from March 2017 for the Integrated Arts Academy. He said that the final item is up to \$15 million for Burlington High School, which was approved in November 2022, as part of the \$165 million for reconstruction of the high school.

Councilor Carpenter asked for a status update on bonding for the Burlington High School project. Finance Director Kukenberger replied that the City has issued \$130 million, but that \$40 million was to refinance a prior note and \$15 million is for this amount. He noted that after this, they have \$20 million remaining to borrow.

Councilor Barlow asked about the interest rates on borrowing for the school bond, noting that the initial funding was borrowed at around 4% and that this portion of bonds would be borrowed at around 6.5%. Finance Director Kukenberger said that the interest rate is fluctuating and is between the 4-6% range. Councilor Barlow asked if the estimates provide to voters on the impact to their property tax bills are still true, given the fluctuating interest rates for borrowing. Councilor Barlow asked if the first resolution's three categories of funding require voter approval, and Finance Director Kukenberger replied that they do not.

Councilor Carpenter asked if it would be more strategic to lock in a longer-term borrowing rate, given the interest fluctuations. Finance Director Kukenberger replied that in discussion with bond counsel, there hasn't been a change in their line of thinking, nor have they yet advised that the City should take on longer-term debt.

MOTION by Councilor Barlow, SECOND by Councilor Carpenter, to approve and recommend that the City Council adopt the following resolutions related to FY25 borrowing: 1. Resolution for the \$7M annual borrowing for FY25 (BED, City and BSD); 2. Resolution for up to \$5.8M capital improvement bonds (voter approved March 2022); 3. Resolution for up to \$7.7M in bonds for BSD Integrated Arts Academy (voter approved March 2017); and 4. Resolution for up to \$15M in bonds for the Burlington High School (voter approved November 2022).

VOTING: unanimous; motion carries.

5.0 ADJOURNMENT

5.1 Motion to Adjourn

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

RScty: AACoonrad



OFFICE OF THE CLERK TREASURER

City of Burlington

City Hall, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

Fax (802) 865-7014

To: Board of Finance

From: Bradley Kukenberger, Director of Finance, Clerk Treasurer's Office

Date: August 5, 2024

Subject: Monthly Financial Review – Budget to Actual as of June 30th, 2024

Assessment and Projections

• Current Status as of June 30th

- The General Fund is tracking under budget for both revenues and expenditures as of June 30th, 2024:
 - Revenues: \$84,635,648 (84%)
 - Expenditures: \$94,757,443 (94%)
- DO NOT PANIC! The City operates on a modified accrual accounting basis, which means that:
 - Expenditures occur and are accounted for (relatively) in real time – as of the current date they are 99.9% accounted for.
 - Revenues are received later than June 30th and need to be accrued back to FY2024. This includes large amounts of property tax revenue (known as deferred revenue, or the Tax True-Up). It also includes large inter-department city transfers that need to be reviewed before the transactions can occur.

• Projection for June 30

- Projecting for these large, known amounts of accrued revenue, General Fund Revenues are expected to catch-up and marginally surpass General Fund Expenditures. We forecast ending the year with a \$526,547 surplus.
 - Projected Revenues: \$95,283,991
 - Projected Expenditures: \$94,757,443

Revenue Category	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	% Used/Rec'd	Projected Revenue	Prior Year Total
Tax & Tax Equivalents	\$ 66,636,101	\$ 35,000	\$ 66,671,101	\$ 57,402,581	86%	\$ 65,847,918	\$ 62,955,557
PILOT, Dev Fees, FFS	\$ 8,033,488	\$ 25,000	\$ 8,058,488	\$ 7,783,607	97%	\$ 7,783,607	\$ 7,428,738
Property Taxes	\$ 48,037,613	\$ -	\$ 48,037,613	\$ 40,778,163	85%	\$ 47,893,500	\$ 45,349,606
Sales Tax Equivalents	\$ 10,565,000	\$ 10,000	\$ 10,575,000	\$ 8,840,810	84%	\$ 10,170,810	\$ 10,177,214
Direct	\$ 13,404,338	\$ 129,914	\$ 13,534,252	\$ 12,128,297	90%	\$ 12,816,004	\$ 12,569,333
FFS & Sales	\$ 13,404,338	\$ 129,914	\$ 13,534,252	\$ 12,128,297	90%	\$ 12,816,004	\$ 12,569,333
Non-Receipts	\$ 12,055,150	\$ (763,155)	\$ 11,291,995	\$ 6,139,538	51%	\$ 7,654,837	\$ 7,278,902
Budget Balancing	\$ 4,784,424	\$ (1,113,750)	\$ 3,670,674	\$ -	0%	\$ -	\$ 3,504
Intra-City Xfers	\$ 7,270,726	\$ 350,595	\$ 7,621,321	\$ 6,106,021	84%	\$ 7,621,320	\$ 7,257,790
Pass-Through	\$ -	\$ -	\$ -	\$ 33,517	0%	\$ 33,517	\$ 17,609
Ancillary	\$ 5,517,326	\$ (775,478)	\$ 4,741,848	\$ 5,284,924	96%	\$ 5,284,924	\$ 6,227,028
Fines & Penalties	\$ 1,853,000	\$ -	\$ 1,853,000	\$ 1,783,898	96%	\$ 1,783,898	\$ 1,716,734
Investments & Savings	\$ 1,631,678	\$ (186,794)	\$ 1,444,884	\$ 2,231,438	137%	\$ 2,231,438	\$ 3,374,500
Leases & Rent	\$ 1,018,146	\$ 7,000	\$ 1,025,146	\$ 1,164,548	114%	\$ 1,164,548	\$ 1,075,928
Miscellaneous	\$ 1,014,502	\$ (595,684)	\$ 418,818	\$ 105,040	10%	\$ 105,040	\$ 59,866
Charity	\$ 3,551,506	\$ 1,228,602	\$ 4,780,108	\$ 3,680,308	104%	\$ 3,680,308	\$ 3,029,441
Contributions, Donations, Gifts	\$ 905,750	\$ 147,331	\$ 1,053,081	\$ 906,187	100%	\$ 906,187	\$ 912,503
Foundations & Grants	\$ 2,645,756	\$ 1,081,271	\$ 3,727,027	\$ 2,774,121	105%	\$ 2,774,121	\$ 2,116,938
Revenue Total	\$ 101,164,421	\$ (145,117)	\$ 101,019,304	\$ 84,635,648	84%	\$ 95,283,991	\$ 92,060,261
Expense Category	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	% Used/Rec'd	Projected Expenses	Prior Year Total
Personnel Services	\$ 61,541,877	\$ (238,510)	\$ 61,303,367	\$ 60,825,772	99%	\$ 60,825,772	\$ 56,166,012
Capital Equipment	\$ 547,737	\$ 82,808	\$ 630,545	\$ 320,139	#VALUE!	\$ 320,139	\$ 958,416
General Operating	\$ 15,998,375	\$ (1,105)	\$ 15,997,270	\$ 13,091,471	82%	\$ 13,091,471	\$ 13,697,525
Regional Programs	\$ 4,046,123	\$ 23,950	\$ 4,070,073	\$ 3,385,448	83%	\$ 3,385,448	\$ 3,419,778
Debt Service	\$ 7,097,110	\$ -	\$ 7,097,110	\$ 7,276,971	103%	\$ 7,276,971	\$ 6,264,144
Interfund	\$ 11,933,200	\$ 10,000	\$ 11,943,200	\$ 9,857,643	83%	\$ 9,857,643	\$ 12,303,509
Expense Total	\$ 101,164,422	\$ (122,857)	\$ 100,411,020	\$ 94,757,443	94%	\$ 94,757,443	\$ 92,809,383
						526,547	Projected Surplus/(Deficit)

Review of Largest Departments

Non-Departmental

Revenues						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Non-Departmental	69,732,315.00	35,000.00	69,767,315.00	59,251,759.40	69,767,315.00	(10,515,555.60)
				84.93%		
Expenses						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Non-Departmental	20,619,588.00	35,000.00	20,654,588.00	18,801,929.70	20,654,588.00	(1,852,658.30)
				91.03%		

- The below-target revenue figures in the Non-Departmental budget are driven primarily by Local Option Sales Tax and Gross Receipts. The Local Option Tax is paid to Burlington by the State in quarterly payments and is expected to be on target by the end of FY2024 (the last quarterly payment is not received until August).
- The Property Tax true-up is estimated to add another \$7.1M to FY24 Revenues. This will be finalized in early August.

Police Department

Revenues						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Police	2,545,000.00	-	2,545,000.00	1,704,399.27	2,545,000.00	(840,600.73)
				66.97%		
Expenditures						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Admin	1,193,621.00	-	1,193,621.00	1,229,028.95	1,193,621.00	35,407.95
Grants	-	-	-	5,786.02	-	5,786.02
Uniform Services	13,817,190.00	-	13,817,190.00	13,246,791.06	13,817,190.00	(570,398.94)
Airport Services	698,146.00	-	698,146.00	840,844.13	698,146.00	142,698.13
Dispatch & Communications	1,310,759.00	-	1,310,759.00	1,610,551.01	1,310,759.00	299,792.01
Community Support	1,689,662.00	-	1,689,662.00	1,211,126.97	1,689,662.00	(478,535.03)
CAIP	-	-	-	23,187.56	-	23,187.56
Total	18,709,378.00	-	18,709,378.00	18,167,315.70	18,709,378.00	(542,062.30)
				97.10%		

- Revenues below target are isolated to the Use of Fund Balance. All other BPD revenues have met or exceeded the FY24 budgeted target.
- Vacancy savings in Uniform Services and Community Support is responsible for the aggregate Police Department budget to be under-budget for expenditures.

Fire Department

Revenues						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Fire	3,777,480.00	141,286.00	3,918,766.00	4,002,068.02	3,918,766.00	83,302.02
				102.13%		
Expenditures						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Admin	6,715,887.00	52,368.00	6,768,255.00	6,917,662.24	6,768,255.00	149,407.24
Fire & Medical Services	8,719,414.00	158,545.00	8,877,959.00	8,794,032.77	8,877,959.00	(83,926.23)
Grants	135,864.00	(33,559.00)	102,305.00	63,445.16	102,305.00	(38,859.84)
Total	15,571,165.00	177,354.00	15,748,519.00	15,775,140.17	15,748,519.00	26,621.17
				100.17%		

- Ambulance fees account for the above target FY24 revenues in FY24.

- The FY24 Expenditures for the Fire Department exceeded budget by 0.17%. This is off-set by the higher-than-budget revenues earned in FY24.

Burlington Parks, Recreation & Waterfront (BPRW)

Revenues						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
BPRW	5,716,044.00	(130,185.00)	5,585,859.00	5,480,860.38	5,585,859.00	(104,998.62)
				98.12%		
Expenditures						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Admin	2,689,549.00	(507,993.00)	2,181,556.00	2,378,977.61	2,181,556.00	197,421.61
Grants	68,000.00	121,501.00	189,501.00	88,299.31	189,501.00	(101,201.69)
Parks	3,479,830.00	194,153.00	3,673,983.00	3,415,774.61	3,673,983.00	(258,208.39)
Recreation	1,314,271.00	(40,469.00)	1,273,802.00	1,211,663.09	1,273,802.00	(62,138.91)
Waterfront	1,437,225.00	18,306.00	1,455,531.00	1,393,977.38	1,455,531.00	(61,553.62)
Recreation Facilities	1,171,610.00	84,317.00	1,255,927.00	1,185,330.19	1,255,927.00	(70,596.81)
Total	10,160,485.00	(130,185.00)	10,030,300.00	9,674,022.19	10,030,300.00	(356,277.81)
				96.45%		

- FY24 expected grant revenue accounts for the majority of under-performing revenues. Further analysis will reveal whether those receivables will be accounted and accrued to FY24.
- Lower-than-expected personnel costs are responsible for BPRW budgets in total to be under-budget for expenditures.

Department of Public Works (DPW)

Revenues						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
DPW	6,226,679.94	-	6,226,679.94	4,764,227.91	6,226,679.94	(1,462,452.03)
				76.51%		
Expenditures						
Division	Adopted Budget	Budget Amendments	Amended Budget	YTD Transactions	YTD Expected	Actual vs Expected \$ difference
Admin	1,437,602.00	-	1,437,602.00	1,815,586.70	1,437,602.00	377,984.70
Parking Services	622,384.00	-	622,384.00	586,202.08	622,384.00	(36,181.92)
Engineering	1,359,988.73	-	1,359,988.73	995,958.56	1,359,988.73	(364,030.17)
Equipment Maintenance	2,750,310.00	26,000.00	2,776,310.00	2,161,177.10	2,776,310.00	(615,132.90)
Streets	2,474,576.00	(26,000.00)	2,448,576.00	2,077,608.98	2,448,576.00	(370,967.02)
Recycling	889,677.00	-	889,677.00	384,995.12	889,677.00	(504,681.88)
Total	9,534,537.73	-	9,534,537.73	8,021,528.54	9,534,537.73	(1,513,009.19)
				84.13%		

- Lower-than-anticipated collection of Fees for Services make up all of the revenue gaps for DPW (see more below).
- Fleet related transfers and vacancy savings result in the majority of under-budget line-items for DPW to date.

Action Items

- **Required Actions**
 - Minor budget amendments, transfers, and true-up accruals are the only actions required at this time. These will be performed by the CT office per the standard year-end close process.

Conclusion

As of June 30th, 2024, the General Fund is tracking under budget for both revenues and expenditures. Despite revenues being at 84% and expenditures at 94%, the City's modified accrual accounting basis accounts for real-time expenditures

while many revenues, such as property tax and inter-department transfers, are accrued later. This results in a projection of revenues catching up and marginally surpassing expenditures, with an expected year-end surplus of \$526,547. Minor budget amendments, transfers, and true-up accruals are required and will be managed by the CT office as part of the standard year-end close process.

Glossary for Revenue Categories

Classes	Description																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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To: Board of Finance and City Council
From: Cindi Wight, Director of Parks, Recreation & Waterfront,
Dan Cahill, City Land Steward,
Deryk Roach, Central Facilities and Park Superintendent
Date: August 8, 2024
Re: Lease of McKenzie Park

Request:

Approve a ten-year lease of portions of McKenzie Park with the Intervale Center.

Background:

McKenzie Park is a 63.28 acre City parkland adjacent to Intervale farms (see map). Approximately 30 of these acres are wooded with a Silver Maple Wetland Forest, which is a rare natural community in Vermont. The property has approximately 1.75 miles of natural surface trail in the forest, on the farm road, and on the edges of the open field space.

For over 30 years the Intervale Center has been working to enhance the viability of Burlington's Intervale. Through their work, there has been significant investments to the soil quality, ecology, and most notably local agriculture. The Intervale Center's work supports farmer innovation, mobilizes climate action, and strengthens the access and viability of the local food network.

The Intervale will sub-lease the proposed lease area to local farmers, to provide more commercial agricultural space in Burlington. The proposed lease land has more protection from flooding due to a higher elevation than other Intervale farms.

Proposed Lease Property Description:

The proposed 22.32 acres of leased land are in two sections, one that is 17.29 acres, and one that is 5.03 acres. Both areas are situated within historically underutilized open field spaces within McKenzie Park. The leased areas would not obstruct or limit the portions of the property currently used for active and passive recreation.



The property is abutted by agriculture land to its west and south, and the Winooski River to the east and north. The abutting agricultural land is in active use, and also has community-accessible trails that continue through the McKenzie Parcel.

Key Terms of the Lease

Two key features of the proposed lease are the length of the lease and the annual price per acre.

- Length of Lease - the proposed terms of a 10-year lease is the minimum timeline that will allow the Intervale Center and farmers they work with to have needed security and stability, given the investments needed to maintain soil quality and organic agriculture.
- Price Per Acre - the proposed starting rate of \$100 per acre is a rate that will allow the Intervale to maintain affordability for the needed investments to mobilize agricultural use and to maintain accessibility for farmers. This rate will be adjusted annually to reflect increases in the cost of living as reflected in the Consumer Price Index for all Cities, all Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor or equivalent replacement index or an increase of 3%, whichever is higher. In no event shall the annual rental rate be less than the immediately preceding rate.
 - The Intervale currently leases land to local farmers for approximately \$250/acre. With the City leasing to the Intervale, we do not need to take on the investments and ongoing maintenance to bring the land up to a standard for commercial agriculture. All active farms lease land in the Intervale from the Intervale Center, who provides consistent and professional management of land and resources.

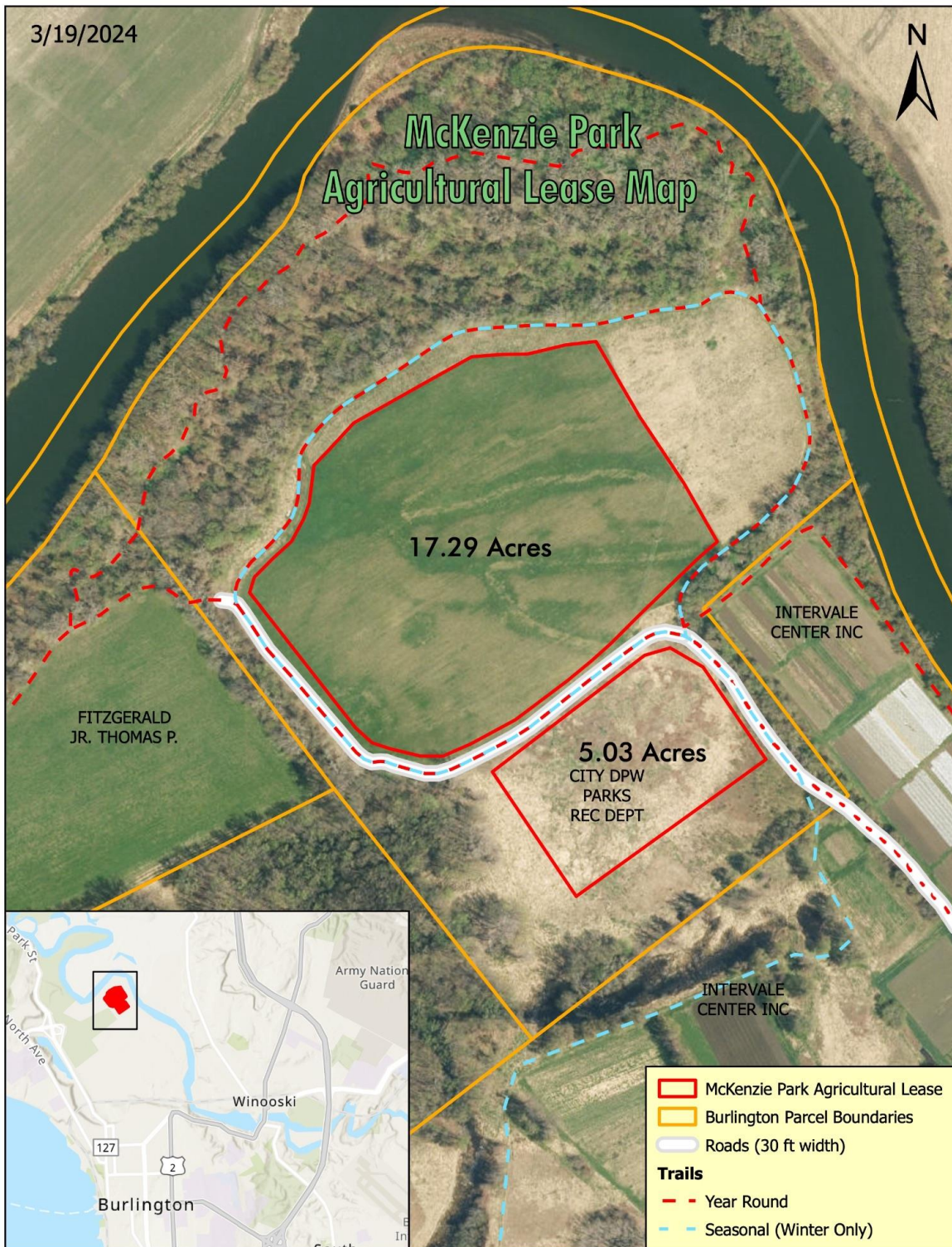
Motions:

Board of Finance Motion

To approve and recommend that the City Council authorize the lease of 22.32 acres of McKenzie Park to the Intervale Center for a ten-year period for commercial agricultural purposes, and to authorize Mayor Emma Mulvaney-Stanak to execute the lease agreement and any related documents, subject to review by the City Attorney's office.

City Council Motion

To approve and authorize the lease of 22.32 acres of McKenzie Park to the Intervale Center for a ten-year period for commercial agricultural purposes, and to authorize Mayor Emma Mulvaney-Stanak to execute the lease agreement and any related documents, subject to review by the City Attorney's office.



Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Cindi Wight

Title/Subject: Intervale Lease

	Approval:	Meeting Date:
☒	Board of Finance	8/5/24
☒	City Council	8/12/24
☐	Concurrent	

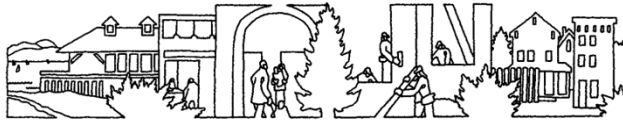
This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/29/24	Cindi Wight
Mayor's Office informed and approved memo	Yes	7/30/24	Joe Magee
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.	Hayley McClenahan – finalizing draft after BOF/CC approves
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/30/24	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	7/30/24	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?	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.cedoburlington.org

MEMORANDUM

To: Board of Finance and City Council
From: Brian Pine, CEDO Director and Rachel Jolly, Assistant Director, CJC
CC: Mayor Emma Mulvaney-Stanak
Katherine Schad, Chief Administrative Officer

DATE: July 23, 2024
RE: Court Diversion Grant Amendment #02100-FY24/25-CN

This is a request from CEDO's Burlington Community Justice Center (BCJC) for Board of Finance and City Council approval to accept and execute a one year grant amendment with the VT Attorney General's office in the amount of \$632,522. The performance period of the grant is for two years—FY24 and FY25 (with two additional one-year extensions) and the current allocation is for the one year of FY25. The AGO is granting an increase of approximately \$106,000 from the FY24 allocation to allow for more staffing capacity for the very high caseload and corresponding administrative workload of our Court Diversion and Pretrial programs.

This grant award enables our sixth year of delivering a variety of court diversion and pretrial services that the BCJC took on starting July 1, 2019: Court Diversion, Youth Substance Awareness and Safety Program (YSASP), the Civil Driving with License Suspended program (DLS), Pre-Trial Services and Tamarack. In FY23, we served approximately 1000 people, offering them restorative alternatives to the court process, rapid referrals to mental health and substance use treatment, screenings and brief interventions for underage drinking and marijuana possession and assistance with regaining drivers' licenses. The grant covers a portion of sixteen CEDO staff members for a total FTE of 8.04.

Please see the attached grant amendment award for more information.

Board of Finance Motion: To approve and recommend that the City Council approve the acceptance of the State of Vermont Grant Amendment Award #02100-FY24/25-CN, in the amount of \$632,522, which will extend the court diversion and pretrial services being provided by the BCJC to June 30, 2025, and to authorize CEDO Director, Brian Pine to sign the grant agreement, and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby.

City Council Motion: to approve the acceptance of the State of Vermont Grant Award #02100-FY24/25-CN, in the amount of \$632,522, which will extend the court diversion and pretrial services being provided by the BCJC to June 30, 2025, and to authorize CEDO Director, Brian Pine to sign the grant agreement, and to take such further actions or to execute such further instruments as may be necessary or convenient to effectuate the transactions contemplated hereby.

STATE OF VERMONT GRANT AGREEMENT				Part 1-Grant Award Detail			
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #: 02100-FY24/25-CN				² Original ☒		Amendment # ☐ 2	
³ Grant Title: Court Diversion & Pretrial Services							
⁴ Amount Previously Awarded: \$526,526.00		⁵ Amount Awarded This Action: \$632,522.00		⁶ Total Award Amount: \$1,159,048.00			
⁷ Award Start Date: 07/01/2024		⁸ Award End Date: 06/30/2025		⁹ Subrecipient Award: YES ☐ NO ☒			
¹⁰ Vendor #: 0000040096		¹¹ Grantee Name: Burlington City Treasurer					
¹² Grantee Address: Community Justice Center, 200 Church St Ste 101							
¹³ City: Burlington				¹⁴ State: VT		¹⁵ Zip Code: 05401	
¹⁶ State Granting Agency: Attorney General's Office						¹⁷ Business Unit: 02100	
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: Description:					
²⁰ If this action is an amendment, the following is amended: Amount: ☒ Funding Allocation: ☒ Performance Period: ☐ Scope of Work: ☐ Other: ☐							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
²¹ Grantee Identifier [UEI] #:				²² Indirect Rate: %		²³ FFATA: YES ☐ NO ☐	
²⁴ Grantee Fiscal Year End Month (MM format):				(Approved rate or de minimis 10%)		²⁵ R&D: ☐	
²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type		²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions		
General Fund		\$526,526.00	\$632,522.00	\$1,159,048.00			
Special Fund				\$0.00			
Global Commitment (non-subrecipient funds)				\$0.00			
Other State Funds				\$0.00			
FEDERAL FUNDS (includes subrecipient Global Commitment funds)					Required Federal Award Information		
³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
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Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$526,526.00	\$632,522.00	\$1,159,048.00			
SECTION IV - CONTACT INFORMATION							
⁴¹ STATE GRANTING AGENCY				⁴² GRANTEE			
NAME: Willa Farrell				NAME: Rachel Jolly			
TITLE: Court Diversion & Pretrial Services Director				TITLE: CEDO Assistant Director			
PHONE: (802) 371-8375				PHONE: (802) 865-7185			
EMAIL: willa.farrell@vermont.gov				EMAIL: rjolly@burlingtonvt.gov			

**STATE OF VERMONT
GRANT AMENDMENT**

GRANT RECIPIENT: Burlington City Treasurer

GRANT #: 02100-FY24/25-CN

AMENDMENT #: 2

Grant # 02100-FY24/25-CN, awarded by the Office of the Attorney General, on behalf of the State of Vermont to Burlington City Treasurer, is amended as follows:

1. **Maximum Amount:** The maximum amount payable under Grant # 02100- FY24/25-CN wheresoever such references to the maximum amount appear in said Grant or subsequent amendments shall be changed from \$526,626.00 to \$1,159,048.00.
2. **Budget:** Prior to beginning operations, the Grantee shall have a budget, approved by the State, for the period July 1, 2024 through June 30, 2025, for all services and performance management detailed in Attachment A.
3. **Taxes Due to the State:** Grantee further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Grantee is in good standing with respect to, or in full compliance with, a plan to pay, any and all taxes due the State of Vermont.
4. **Certification Regarding Suspension or Debarment:** Grantee certifies under pains and penalties of perjury that, as of the date that this Amendment is signed, neither Grantee nor Grantee's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

Grantee further certifies under pains and penalties of perjury that, as of the date that this amendment is signed, Grantee is not presently debarred, suspended, nor named on the State's debarment list at: <http://www.bgs.vermont.gov/purchasing-contracting/debarment>
5. **Certification Regarding Child Support:** (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs): Grantee certifies that they are under no obligation to pay child support or are in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.
6. **Standard State Provisions:** Attachment C – Standard State Provisions dated December 15, 2017 is hereby updated with the current version dated December 7, 2023

All other terms and conditions of Grant # 02100-FY24/25-CN not hereby amended shall remain in full force and effect.

The signatures of the undersigned parties indicate that each has read this amendment of Grant # 02100-FY24/25-CN in its entirety and agrees to be bound by the provisions enumerated therein.

By the State of Vermont:

Date: _____

Signature: _____

Name: Robert F. McDougall

Title: Deputy Attorney General

By the Grantee:

Date: _____

Signature: _____

Name: Brian Pine

Title: CEDO Director

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS**REVISED DECEMBER 7, 2023**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee, or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect. Where an authorized individual is either required to click-through or otherwise accept, or made subject to, any electronic terms and conditions to use or access any product or service provided hereunder, such terms and conditions are not binding and shall have no force or effect. Further, any terms and conditions of Party’s invoice, acknowledgment, confirmation, or similar document, shall not apply, and any such terms and conditions on any such document are objected to without need of further notice or objection.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont without resort to conflict of laws principles. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State regarding its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights, or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity:

- A.** The Party shall defend the State and its officers and employees against all third-party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.
- B.** After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.
- C.** The Party shall indemnify the State and its officers and employees if the State, its officers, or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.
- D.** Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection

costs or other costs of the Party or any third party.

8. Insurance: During the term of this Agreement, Party, at its expense, shall maintain in full force and effect the insurance coverages set forth in the Vermont State Insurance Specification in effect at the time of incorporation of this Attachment C into this Agreement. The terms of the Vermont State Insurance Specification are hereby incorporated by reference into this Attachment C as if fully set forth herein. A copy of the Vermont State Insurance Specification is available at: <https://aoa.vermont.gov/Risk-Claims-COI>.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports, and other proofs of work.

10. False Claims Act: Any liability to the State under the Vermont False Claims Act (32 V.S.A. § 630 et seq.) shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority, or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Use and Protection of State Information:

- A. As between the State and Party, "State Data" includes all data received, obtained, or generated by the Party in connection with performance under this Agreement. Party acknowledges that certain State Data to which the Party may have access may contain information that is deemed confidential by the State, or which is otherwise confidential by law, rule, or practice, or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("Confidential State Data").
- B. With respect to State Data, Party shall:
 - i. take reasonable precautions for its protection;
 - ii. not rent, sell, publish, share, or otherwise appropriate it; and
 - iii. upon termination of this Agreement for any reason, Party shall dispose of or retain State Data if and to the extent required by this Agreement, law, or regulation, or otherwise requested in writing by the State.
- C. With respect to Confidential State Data, Party shall:
 - i. strictly maintain its confidentiality;
 - ii. not collect, access, use, or disclose it except as necessary to provide services to the State under this Agreement;
 - iii. provide at a minimum the same care to avoid disclosure or unauthorized use as it provides to protect its own similar confidential and proprietary information;
 - iv. implement and maintain administrative, technical, and physical safeguards and controls to protect against any anticipated threats or hazards or unauthorized access or use;
 - v. promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for Confidential State Data so that the State may seek an appropriate protective order; and
 - vi. upon termination of this Agreement for any reason, and except as necessary to comply with subsection B.iii above in this section, return or destroy all Confidential State Data remaining in its possession or control.
- D. If Party is provided or accesses, creates, collects, processes, receives, stores, or transmits Confidential State Data in any electronic form or media, Party shall utilize:
 - i. industry-standard firewall protection;
 - ii. multi-factor authentication controls;
 - iii. encryption of electronic Confidential State Data while in transit and at rest;
 - iv. measures to ensure that the State Data shall not be altered without the prior written consent of the State;
 - v. measures to protect against destruction, loss, or damage of State Data due to potential environmental hazards, such as fire and water damage;

- vi. training to implement the information security measures; and
 - vii. monitoring of the security of any portions of the Party's systems that are used in the provision of the services against intrusion.
- E. No Confidential State Data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the United States, except with the express written permission of the State.
- F. Party shall notify the State within twenty-four hours after becoming aware of any unauthorized destruction, loss, alteration, disclosure of, or access to, any State Data.
- G. State of Vermont Cybersecurity Standard Update: Party confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of incorporation of this Attachment C into this Agreement. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>
- H. In addition to the requirements of this Section 12, Party shall comply with any additional requirements regarding the protection of data that may be included in this Agreement or required by law or regulation.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of this Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable, and shall include this provision in all subcontracts for work performed in Vermont. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Offset: The State may offset any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any offset of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. § 3113.

16. Taxes Due to the State: Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, Party is not under an obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order. Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract, or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), as amended by Section 17 of Act No. 142 (2010) and by

Section 6 of Act No. 50 (2011).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Confidentiality and Protection of State Information”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel, and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Regulation of Hydrofluorocarbons: Party confirms that all products provided to or for the use of the State under this Agreement shall not contain hydrofluorocarbons, as prohibited under 10 V.S.A. § 586.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <https://bgs.vermont.gov/purchasing-contracting/debarment>.

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Vermont Public Records Act: Party acknowledges and agrees that this Agreement, any and all information obtained by the State from the Party in connection with this Agreement, and any obligations of the State to maintain the confidentiality of information are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 *et seq.*

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lockouts) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not use the State’s logo or otherwise refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel this Agreement at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Agreement immediately, and the State shall have no obligation to pay Party from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power, or remedy under this Agreement shall not impair any such right, power, or remedy, or be construed as a waiver of any such right, power, or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to, and use of, State facilities, which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the Federal Audit Clearinghouse within nine months. If a single audit is not required, only the Subrecipient Annual Report is required. A Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,000, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify; and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Rachel Jolly

Title/Subject: Acceptance of FY25 AGO Grant to the BCJC

	Approval:	Meeting Date:
☒	Board of Finance	8/5/2024
☒	City Council	8/12/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/24/2024	Brian Pine
Mayor's Office informed and approved memo	Yes	7/25/2024	Erin Jacobsen
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	7/24/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/24/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	7/25/2024	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	Grant Amendment
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401

(802) 865-7144 • (802) 865-7024 (FAX)

www.burlingtonvt.gov/cedo

MEMORANDUM

To: Board of Finance/City Council
From: Brian Pine, CEDO Director
Rachel Jolly, Assistant Director, Community Justice Center
CC: Mayor Emma Mulvaney-Stanak
Katherine Schad, Chief Administrative Officer
DATE: July 25, 2024
RE: Department of Corrections Grant: “Safer Communities” (Grant Amendment # 03520-1578)

This is a request from CEDO’s Community Justice Center (CJC) for Board of Finance and City Council approval of a Safer Communities Grant Amendment in the amount of \$357,160 to be expended between July 1, 2024 and June 30, 2025. The purpose of this grant is to develop and provide local restorative crime, conflict and dispute resolution services and offender reentry services. This funding supports 3.19 FTEs, spread over 15 staff members, to deliver Restorative Justice Panels, the Circles of Support and Accountability program, and various reentry services. This is a continuation of our oldest contract, dating back to 1999.

The projected operating budget is \$392,876 for the fiscal year, with \$357,160 coming from the DOC and \$35,716 coming from the City as a match. The match for their grant was included in our FY25 budget, using a portion of the City’s General Fund.

Please see the attached grant for more information. Please do not hesitate to contact me with any questions.

Board of Finance Motion: Move to approve and recommend that the City Council approve and: 1) authorize the CEDO Director to accept and execute a second amendment to State Grant #03520-1578 in the amount of \$357,160 for FY25 subject to review and approval of the City Attorney and to take such further actions and execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby, and 2) authorize the CAO or their designee to effectuate any budget amendments necessary to reflect the necessary changes to the FY25 budget lines associated with the grant.

City Council Motion: Move to approve and 1) authorize the CEDO Director to accept and execute a second amendment to State Grant #03520-1578 in the amount of \$357,160 for FY25 subject to review and approval of the City Attorney and to take such further actions and execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby, and 2) authorize the CAO or their designee to effectuate any budget amendments necessary to reflect the necessary changes to the FY25 budget lines associated with the grant.

STATE OF VERMONT GRANT AGREEMENT					Part 1-Grant Award Detail		
SECTION I - GENERAL GRANT INFORMATION							
¹ Grant #: 03520-1578				² Original ☒		Amendment # ☐	
³ Grant Title: Community and Restorative Justice Services							
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$357,160.00		⁶ Total Award Amount: \$357,160.00			
⁷ Award Start Date: 07/01/2024		⁸ Award End Date: 06/30/2025		⁹ Subrecipient Award: YES ☐ NO ☒			
¹⁰ Vendor #: 000040096		¹¹ Grantee Name: City of Burlington					
¹² Grantee Address: City Hall, 149 Church Street							
¹³ City: Burlington			¹⁴ State: VT		¹⁵ Zip Code: 05401		
¹⁶ State Granting Agency: AHS / Department of Corrections					¹⁷ Business Unit: 03520		
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$35,716.00		Description: Annual Match			
²⁰ If this action is an amendment, the following is amended: Amount: ☐ Funding Allocation: ☐ Performance Period: ☐ Scope of Work: ☐ Other: ☐							
SECTION II - SUBRECIPIENT AWARD INFORMATION							
²¹ Grantee DUNS #:			²² Indirect Rate: %		²³ FFATA: YES ☐ NO ☐		
²⁴ Grantee Fiscal Year End Month (MM format):			(Approved rate or de minimis 10%)		²⁵ R&D: ☐		
²⁶ DUNS Registered Name (if different than VISION Vendor Name in Box 11):							
SECTION III - FUNDING ALLOCATION							
STATE FUNDS							
Fund Type		²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions		
General Fund			\$357,160.00	\$357,160.00			
Special Fund				\$0.00			
Global Commitment (non-subrecipient funds)				\$0.00			
Other State Funds				\$0.00			
FEDERAL FUNDS (includes subrecipient Global Commitment funds)					Required Federal Award Information		
³¹ CFDA#	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Fed Award Date	³⁸ Total Federal Award
				\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
				\$0.00			
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$357,160.00	\$357,160.00			
SECTION IV - CONTACT INFORMATION							
⁴¹ STATE GRANTING AGENCY				⁴² GRANTEE			
NAME: Chris Barton, VT Department of Corrections				NAME: Brian Pine			
TITLE: Restorativ System Administrator				TITLE: CEDO Director			
PHONE: (802) 505-0993				PHONE: (802) 578-6953			
EMAIL: chris.barton@vermont.gov				EMAIL: bpine@burlingtonvt.gov			

PART 2 – GRANT AGREEMENT

1. **Parties:** This is a Grant Agreement between the State of Vermont, Agency of Human Services, Vermont Department of Corrections Office (hereinafter called “State”), and the City of Burlington, VT (hereinafter called “Grantee”), with principal place of business at Burlington, VT. It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The purpose of this grant is Community and Restorative Justice Services. Detailed services to be provided are described in Attachment A.
3. **Award Details:** Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. **Cancellation:** This Grant Agreement may be suspended or cancelled by either party by giving written notice at least thirty (30) days in advance.
6. **Attachments:** This Grant consists of 17 pages.

Attachments that are Incorporated Herein

Grant Agreement – Part 1 – Grant Award Detail
Grant Agreement – Part 2 – Grant Agreement
Attachment A – Scope of Work to be Performed
Attachment B – Payment Provisions
Attachment C – Standard State Provisions for Contracts and Grants
Attachment D – Modification of Insurance (n/a)
Attachment E – Business Associate Agreement (n/a)
Attachment F – AHS Customary Contract/Grant Provisions
Click here to enter text.

Order of Precedence for Grant Documents

Grant Agreement – Part 1 and Part 2
Attachment D – Modification of Insurance (n/a)
Attachment C – Standard State Provisions for Contracts and Grants
Attachment A – Scope of Work to be Performed
Attachment E – Business Associate Agreement (n/a)
Attachment F – AHS Customary Contract/Grant Provisions
Attachment B – Payment Provisions
Click here to enter text.

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

STATE OF VERMONT

GRANTEE

By: _____
Kristin Calver, Deputy Commissioner
Vermont Department of Corrections

By: _____
Brian Pine, CEDO Director
bpine@burlingtonvt.gov

APPROVED AS TO FORM:

By: _____
Attorney General’s Office

ATTACHMENT A SCOPE OF WORK TO BE PERFORMED

In conjunction with the State, the Grantee will utilize restorative justice approaches, that strive to enhance community safety, improve quality of life, and increase volunteer participation in the criminal justice process. The services and activities provided by the Grantee are expected to be consistent with the intent of State Restorative Justice Policy as specified in V.S.A Title 28, Section 2a, the Agency of Human Services Outcomes and Key Practices, the Department of Corrections Outcomes and Principles, and the Community Justice Center Performance Measures. Services provided under this agreement should be consistent with the State's interest in promoting relational approaches that seek to prevent incarceration or re-incarceration while addressing the needs of victims and community members.

Concomitant with this goal is a collective obligation to develop and deepen understanding of our respective roles within the larger structure of racism and injustice. In addressing matters referred to the Community Justice Center, the Grantee and State are committed to working in partnership to provide support and accountability to all parties, including surfacing and making ongoing efforts to address underlying conditions that contributed to the circumstances. By attending to both situational and structural considerations through restorative processes, we seek to promote shared responsibility for community well-being and co-create a justice system that offers dignity, safety, equity, and healing for all.

Goals:

The overall goal of the Grantee's work shall focus on those services and programs that will enhance community safety. Program design should include approaches that are best practice and cost effective in reducing recidivism. In providing its programs and services, the Grantee will champion and incorporate the following restorative principles into its design and methods of service delivery:

- Give choice and opportunity to speak and be heard, especially for victims
- Place those who are harmed/affected at the center of the resolution process
- Reduce the risk of victimization of community members
- Improve responsible party accountability
- Seek to understand the harm done
- Work to repair the damage
- Recognize that community partners participation is voluntary
- Re-build relationships, to the degree possible, with all people involved
- Recognize the solution as a shared responsibility between the State and the community
- Use collaborative methodologies to resolve conflict and crime
- Expand community partners collaboration and involvement in the Grantee's activities

The Grantee is expected to provide restorative services and activities that utilize community volunteers to deal with and address a wide range of issues – crime, conflicts and disputes with youth and adults. Using restorative methodologies such as citizen panels, group conferencing, circle processes, mediated dialogues, and Circles of Support and Accountability (COSA), the Grantee will engage and mobilize community volunteers to solve problems locally in a manner that seeks to provide more timely, less costly services with greater effectiveness and efficiency.

The Grantee is expected to engage, empower, and support community members to address issues of preventing crime, resolving conflict, and rendering justice that are most important to them. Based upon these restorative principles, the Grantee will facilitate processes that seek to include everyone affected. In responding to crime and delinquency, these processes offer accountability and support for the responsible party while addressing the needs of the victim and the community. Although paid staff are expected to

coordinate, manage, and provide administrative support to the programs and services delivered by the Grantee, it is expected that most services will be provided by trained volunteers who have connections to the host community. These community members serve to take responsibility for the betterment of their community; they should be aware and responsive to societal and community structures that contribute the behaviors of those they serve, and work to promote justice and equity. Accordingly, the Grantee will recruit, train, support and supervise the volunteers who serve its community justice programs. The Grantee is expected to include community volunteers in guiding the development of services and overall direction of its center. Crucial to the success of this undertaking is the development and maintenance of a vigorous Community Advisory Board/Committee. The Grantee will make efforts to diversify staff and volunteers at all levels of the organization to provide a broad range of perspectives and lived experiences. All volunteers and grantee staff providing direct services within this scope of work must be approved in accordance with VTDOC clearance policies and directives. The Grantee will provide its programs and services within the categories of:

- **Restorative Justice Panels**
- **Circles of Support and Accountability (COSA)**
- **Reentry Navigation**

Restorative Justice Panels

The grantee will provide restorative justice panels for cases referred directly by Law Enforcement, referred by the Court as a sentencing condition without Probation, and/or referred by the Probation & Parole Office as a condition of Corrections supervision including, but not limited to, Reparative Probation.

Process Steps of a Reparative Panel/Circle Meeting:

- Establish Common Ground
- All Understand the Impact of the Harm
- Responsible Party Accepts Responsibility
- All Develop a Collective Plan to Address the Harm

Reparative activities shall address each of the following goal areas:

- To learn about the impact of the crime on victims and the community.
- To make amends to the victim for the harm when possible.
- To make amends to the community for the harm done.
- To learn ways to avoid re-offense and understand community responsibility and obligations.

Restorative Agreements:

- Fairness – Agreed upon activities should consider the responsible party's basic responsibility to work and provide for family, and not unduly interfere with these responsibilities.
- Equity – Agreed upon activities should reflect the severity and impact of the offense committed and applied consistently to all responsible parties, and responsive to the needs of the BIPOC community.
- Relevance – Agreed upon activities should be based on the nature of the act itself and relevant, to be closely associated to and right the specific harm caused. (e.g., offense: illegal dumping, activity: 16 hours cleaning up illegal dump site).
- Trauma Informed and Healing Centered
- Gender Responsive

Program Completion:

The goal is to complete the activities within a 90-day period after the Panel sees the responsible party.

When necessary, a 120-day period for completion is acceptable.

COSA

Incarcerated individuals who are pending release to DOC community supervision during the grant period and who are at moderate to high risk to reoffend will constitute the broad pool from which COSA referrals are chosen by DOC. COSAs should be reserved for core members presenting the highest levels of risk/need, including individuals convicted for sexual and/or violent offenses.

When a case is referred, grantee staff meet with prospective candidates. Participation by the potential core member is voluntary.

If the case is accepted, a broad assessment of the candidate's strengths and needs is completed. Grantee staff members also meet with DOC staff to identify supervision requirements and concerns, victim's needs, community issues and other concerns that need to be considered.

Grantee staff members recruit volunteers to serve as the core member's COSA. The COSA includes at least three volunteers who commit to work with the core member for at least one year. Volunteers are required to attend State approved COSA volunteer training prior to meeting with the core member.

Once established, the COSA volunteers receive targeted training that reflects the specific needs and strengths of the core member, and if possible, meet with the potential core member at the correctional facility or video conference prior to their release.

The basic COSA operating structure is comprised of weekly team meetings with the core member and periodic larger group meetings to ensure the core member's progress with reintegration, compliance with reentry conditions and other expectations, to deal with changing conditions and new opportunities, and to keep community partners adequately informed. It is expected that the grantee COSA Coordinator communicate with the local P&P office at a minimum of once per week to provide and receive relevant case information. Any violations of release conditions, and any concerns regarding the behavior and/or attitudes of the core member are to be brought to the immediate attention of the local Probation and Parole office.

Although each COSA is unique, the goal is the same: to develop durable relationships based upon mutual trust, honesty, and respect in direct support of having no more victims.

In addition to the weekly meetings, the volunteers also provide informal outreach to their core member. This may take the form of a ride, assistance looking for work, meeting for coffee, etc.

Reentry Navigation

Reentry Navigation consists of providing enhanced community connections for the formerly incarcerated individuals. This may include assistance with referrals to relevant service agencies, and resource identification within a community. It is intended to serve individuals for a short-term period with the greatest intensity during the first three months following the release from incarceration. Reentry navigation should not duplicate or supplant the case management services of the State. Grantee staff should apply effective relational approaches, integrate citizen volunteers, as appropriate, to assist with issues such as transportation and a variety of life skills. Navigation services to participating formerly incarcerated individuals may last up to one year.

Grantee Services Provided:

- The Grantee will provide restorative justice panels/circles to handle Reparative Probation, Reparative

Without Probation (Reparative Direct), criminal direct, P&P, and school cases as referred. Grantee will offer restorative justice panels/circles for a minimum of 225 cases annually.

- The Grantee will initiate and maintain outreach efforts with community partners as necessary in striving to ensure adequate support for its work.
- The Grantee will provide formerly incarcerated individual reentry resource navigation as needed and as referred by the Probation and Parole Office for formerly incarcerated individuals reentering the community.
- The Grantee will provide new COSAs referred by Probation and Parole Office for a minimum of 8 formerly incarcerated individuals annually, reentering the community.

Quality Assurance Reporting Requirements Schedule:

For all Reparative Probation, Reparative Without Probation, Criminal Direct, Civil, School, P&P/TH and other crime, conflict and dispute resolution cases, the Grantee will report the following measure monthly by the 15th of each month for the preceding month:

- Number of open cases on the 1st of the month
- Number of new referrals during the month
- Number of total cases (sum of open and new cases)
- Number of referrals rejected due to case conditions
- Number of negative closures due to failure to appear
- Number of other negative closures (fail to complete)
- Number positive closures
- Number other closures (transfer, withdrawal)
- Number open cases at the end of the month

For all individuals under State custody and supervision who receive services from the Grantee, including Reparative and reentry cases, the Grantee will obtain a Personal Identification Number (PID) from the State. The Grantee will report the following information monthly by the 15th of each month for the preceding month:

- PID Number
- Date of case acceptance by Grantee for some level of service
- Type of service received (e.g., Reparative Panel, COSA, reentry navigation, COSA, reintegration panels or circles, etc.)
- Date of case closure when applicable
- Reason for case closure

Within 30 days of the grant award or a new fiscal year, the Grantee is required to prepare an annual operating plan and budget that serves to achieve the intended results specified in this Attachment. The operating plan is expected to generally address the three categories of service and the specific services identified in this section of this Attachment, but in accordance with local needs and available resources. The operating plan and budget must be approved by the State Grant Administrator.

Within 30 days of the grant award the Grantee is required to submit a Staff Hiring and Volunteer Approval Policy. This policy must be approved by the State Grant Administrator.

All Grantees will provide a copy of the following documents within 45 days of the start of the fiscal year, and will provide updates when changed:

- The written agreement (protocol, procedure, etc.) that describes the process and responsibilities for

handling criminal cases referred directly by law enforcement and/or the State's Attorney.

- The written agreement (protocol, procedure, etc.) between the Grantee and the Court, and other community partners as appropriate, for handling Reparative Without Probation cases.
- The written program description of how civil referrals are handled. If the Grantee does not receive civil referrals, then the Grantee will provide a written explanation for why this restorative practice is not being used.
- The current mission or purpose statement.
- The current strategic plan for prioritizing the Grantee's work, promoting its growth and advancing restorative principles.
- A list and brief description of its collaborative relationships with pertinent community partners such as the community, referring agencies, etc.
- The Citizens Advisory Board/Board of Directors By-Laws or governance rules.

Program-Specific Monitoring and Reporting

The following table identifies how performance measures and other data will be reported, monitored, and improved. This section meets State of Vermont Bulletin 5.0 requirements for grant monitoring.

Monitoring Activities	Format	Frequency/ Due Date	Recipient/ Attendees	Purpose / Information Required
Performance measure reporting	Electronic Report	Monthly	DOC Restorative Systems Administrator	Performance monitoring
Site Visit	In person or virtual meeting	Bi-Annually	DOC Community & Restorative Justice Executive or DOC Restorative Systems Administrator, P&P and Program Staff	Review of general program operations
Financial Reports	Electronic	Quarterly*	DOC Community & Restorative Justice Executive or DOC Restorative Systems Administrator	Performance monitoring
Annual Report	Electronic Report	Annually	DOC Restorative Systems Administrator	Performance monitoring

Reporting Period

July 1 - September 30
October 1 - December 31
January 1 – March 31
April 1 – June 30

Report Due Date

October 15
January 15
April 15
July 15

Payment Provisions:

Payment Provisions are specified in Attachment B. The grant will be paid in four installments, each consisting of 25% of the total grant. After the initial payment, future payments will be dependent upon the Grantee successfully completing quarterly quality assurance progress reviews and a quarterly financial report.

Other Requirements and Provisions:

The Grantee's operating plan, budget, other quality assurance reporting requirements as specified above, and any additional pertinent information will serve as a basis reviewing the Grantee's operating status, performance and progress.

Grantee is required to attend all Community Justice Center Director meetings convened by the State.

The State will assume responsibility for scheduling the bi-annual quality assurance progress review meetings.

Upon assessing performance and progress at the bi-annual quality assurance review meetings, failure by the grantee to achieve the stipulated level of performance as specified in the Requirements and Services Provided and in the Quality Assurance Reporting Requirements sections of this Attachment may result in a penalty being imposed (loss of funding). The penalty for each infraction of inadequate performance or non-compliance will be a \$100.00 reduction in the total grant amount or participation in a restorative process. The State will provide written notice of the penalty assessment. Penalties are due to the State as specified in Attachment B of this grant.

The Grantee is required to provide a 10% match in cash and/or in-kind services.

Changes in the work to be completed by the Grantee require State Grant Administrator approval and will require the grant to be amended.

It is understood that the proposed budget may change during the grant time period. Changes totaling more than five (5) % of the total grant budget require State Grant Administrator approval.

The Grantee will cooperate with the State to establish and follow procedures and protocols to evaluate the effectiveness of its restorative initiatives, to include keeping files, data collection and sharing of such data.

Grantees must submit an accounting for the use of grant funds within 30 days of the end of the fiscal year or end of the grant.

All work products, reports, and invoices should be sent to Grant Administrator:

Chris Barton
Vermont Department of Corrections
NOB2 South
280 State Drive
Waterbury, VT 05671-2000

Or as e-mail attachments to:

chris.barton@vermont.gov

Reporting Misconduct

Grantee will require all staff, contractors and volunteers to report immediately any knowledge, suspicion or information of any grantee staff, contractor or volunteer misconduct. Grantee shall give notice of the requirement to report misconduct to all staff, contractors and volunteers in a form and manner approved by DOC. The Grantee shall document all reports of misconduct and shall immediately notify the DOC Central Office of any reported misconduct. Grantee shall not retaliate against residents, staff, contractors or volunteers who report such misconduct or any neglect or violation of responsibilities that may have contributed to an incident.

Misconduct is defined as the following: Any conduct that discredits the Grantee and/or the DOC. Examples include, but not limited to, violations of any state or federal law, violations of any VTDOC Work Rules, any activity that endangers the safety or well-being of another person, and any verbal or physical behavior that is malicious, demeaning, harassing or insulting.

Prison Rape Elimination Act (PREA)

Grantee will comply with the Prison Rape Elimination Act of 2003 (28 C.F.R. Part 115, Docket No. OAG-131, R1N1005-AB34- Dated May 17, 2012), and with all applicable PREA Standards, VTDOC Policies and Directives related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within VTDOC. Grantee acknowledges that, in addition to “self-monitoring requirements” VT State staff will conduct announced or unannounced, compliance monitoring to include “on-site” monitoring. Failure to comply with PREA, including PREA Standards and VTDOC Directives and Policies may result in termination of the grant.

Link to the Final PREA Standards:

<http://www.prearesourcecenter.org/library/488/standards/departments-of-justice-national-prea-standards>

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Grantee will be paid for products or services specified in Attachment A, or services actually performed, up to the maximum allowable amount specified in this agreement. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. Grant funding will not be released until Grantee has provided State with certificates of insurance to show that the required insurance coverage, detailed on Attachment C, is in effect. It is the responsibility of the Grantee to maintain current certificates of insurance on file with the State throughout the term of this agreement. Grantee shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this agreement.
2. Grantee will submit a signed and dated invoice for each payment period which must include an invoice number (grant agreement number can be used as invoice number).
 - a. The State agrees to pay Grantee \$89,290.00 for the period of July 1, 2024, through September 30, 2024.
 - b. The State agrees to pay Grantee \$89,290.00 for the period of October 1, 2024, through December 31, 2024.
 - c. The State agrees to pay Grantee \$89,290.00 for the period of January 1, 2025, through March 31, 2025.
 - d. The State agrees to pay Grantee \$89,290.00 for the period of April 1, 2025, through June 30, 2025.
3. Should the Grantee be subject to a penalty for non-performance as detailed in Attachment A of this agreement, penalties assessed are due to the State within 15 days of written notification.
4. Should the Grantee not deplete the entire grant award prior to June 30, 2025, the unexpended funds will be returned to the State within 30 days of the end of the grant.
5. Grantee will submit a final report outlining the budgetary and programmatic uses of these grant funds. This report will be due within 30 days of the end of the grant. Penalties will be assessed by State for late submission of final reporting at the rate of \$10 per day until the final reporting has been received by State.

Grantee will return Grant Agreement, Certificate of Insurance and submit invoices to:

AHS.DOCInvoicesBusinessOffice@vermont.gov

AHS/Dept. of Corrections
Business Office
NOB2 South
280 State Drive
Waterbury, VT 05671-2000

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT/GRANT PROVISIONS

1. **Definitions:** For purposes of this Attachment F, the term "Agreement" shall mean the form of the contract or grant, with all of its parts, into which this Attachment F is incorporated. The meaning of the term "Party" when used in this Attachment F shall mean any named party to this Agreement *other than* the State of Vermont, the Agency of Human Services (AHS) and any of the departments, boards, offices and business units named in this Agreement. As such, the term "Party" shall mean, when used in this Attachment F, the Contractor or Grantee with whom the State of Vermont is executing this Agreement. If Party, when permitted to do so under this Agreement, seeks by way of any subcontract, sub-grant or other form of provider agreement to employ any other person or entity to perform any of the obligations of Party under this Agreement, Party shall be obligated to ensure that all terms of this Attachment F are followed. As such, the term "Party" as used herein shall also be construed as applicable to, and describing the obligations of, any subcontractor, sub-recipient or sub-grantee of this Agreement. Any such use or construction of the term "Party" shall not, however, give any subcontractor, sub-recipient or sub-grantee any substantive right in this Agreement without an express written agreement to that effect by the State of Vermont.
2. **Agency of Human Services:** The Agency of Human Services is responsible for overseeing all contracts and grants entered by any of its departments, boards, offices and business units, however denominated. The Agency of Human Services, through the business office of the Office of the Secretary, and through its Field Services Directors, will share with any named AHS-associated party to this Agreement oversight, monitoring and enforcement responsibilities. Party agrees to cooperate with both the named AHS-associated party to this contract and with the Agency of Human Services itself with respect to the resolution of any issues relating to the performance and interpretation of this Agreement, payment matters and legal compliance.
3. **Medicaid Program Parties** (*applicable to any Party providing services and supports paid for under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver*):

Inspection and Retention of Records: In addition to any other requirement under this Agreement or at law, Party must fulfill all state and federal legal requirements, and will comply with all requests appropriate to enable the Agency of Human Services, the U.S. Department of Health and Human Services (along with its Inspector General and the Centers for Medicare and Medicaid Services), the Comptroller General, the Government Accounting Office, or any of their designees: (i) to evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed under this Agreement; and (ii) to inspect and audit any records, financial data, contracts, computer or other electronic systems of Party relating to the performance of services under Vermont's Medicaid program and Vermont's Global Commitment to Health Waiver. Party will retain for ten years all documents required to be retained pursuant to 42 CFR 438.3(u).

Subcontracting for Medicaid Services: Notwithstanding any permitted subcontracting of services to be performed under this Agreement, Party shall remain responsible for ensuring that this Agreement is fully performed according to its terms, that subcontractor remains in compliance with the terms hereof, and that subcontractor complies with all state and federal laws and regulations relating to the Medicaid program in Vermont. Subcontracts, and any service provider agreements entered into by Party in connection with the performance of this Agreement, must clearly specify in writing the responsibilities of the subcontractor or other service provider and Party must retain the authority to revoke its subcontract or service provider agreement or to impose other sanctions if the performance of the subcontractor or service provider is inadequate or if its performance deviates from any requirement of this Agreement. Party shall make available on request all contracts, subcontracts and service provider agreements between the Party, subcontractors and other service providers to the Agency of Human Services and any of its departments as well as to the Center for Medicare and Medicaid Services.

Medicaid Notification of Termination Requirements: Party shall follow the Department of Vermont Health Access Managed-Care-Organization enrollee-notification requirements, to include the requirement that Party provide timely notice of any termination of its practice.

Encounter Data: Party shall provide encounter data to the Agency of Human Services and/or its departments and ensure further that the data and services provided can be linked to and supported by enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: Party shall provide a security plan, risk assessment, and security controls review document within three months of the start date of this Agreement (and update it annually thereafter) in order to support audit compliance with 45 CFR 95.621 subpart F, *ADP System Security Requirements and Review Process*.

4. **Workplace Violence Prevention and Crisis Response** (*applicable to any Party and any subcontractors and sub-grantees whose employees or other service providers deliver social or mental health services directly to individual recipients of such services*):

Party shall establish a written workplace violence prevention and crisis response policy meeting the requirements of Act 109 (2016), 33 VSA §8201(b), for the benefit of employees delivering direct social or mental health services. Party shall, in preparing its policy, consult with the guidelines promulgated by the U.S. Occupational Safety and Health Administration for *Preventing Workplace Violence for Healthcare and Social Services Workers*, as those guidelines may from time to time be amended.

Party, through its violence protection and crisis response committee, shall evaluate the efficacy of its policy, and update the policy as appropriate, at least annually. The policy and any written evaluations thereof shall be provided to employees delivering direct social or mental health services.

Party will ensure that any subcontractor and sub-grantee who hires employees (or contracts with service providers) who deliver social or mental health services directly to individual recipients of such services, complies with all requirements of this Section.

5. **Non-Discrimination:**

Party shall not discriminate, and will prohibit its employees, agents, subcontractors, sub-grantees and other service providers from discrimination, on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, and on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. Party shall not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity as provided by Title 9 V.S.A. Chapter 139.

No person shall on the grounds of religion or on the grounds of sex (including, on the grounds that a woman is pregnant), be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by State of Vermont and/or federal funds.

Party further shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, requiring that contractors and subcontractors receiving federal funds assure that persons with limited English proficiency can meaningfully access services. To the extent Party provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services, such individuals cannot be required to pay for such services.

6. **Employees and Independent Contractors:**

Party agrees that it shall comply with the laws of the State of Vermont with respect to the appropriate classification of its workers and service providers as “employees” and “independent contractors” for all purposes, to include for purposes related to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party agrees to ensure that all of its subcontractors or sub-grantees also remain in legal compliance as to the appropriate classification of “workers” and “independent contractors” relating to unemployment compensation insurance and workers compensation coverage, and proper payment and reporting of wages. Party will on request provide to the Agency of Human Services information pertaining to the classification of its employees to include the basis for the classification. Failure to comply with these obligations may result in termination of this Agreement.

7. **Data Protection and Privacy:**

Protected Health Information: Party shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this Agreement. Party shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: Substance abuse treatment information shall be maintained in compliance with 42 C.F.R. Part 2 if the Party or subcontractor(s) are Part 2 covered programs, or if substance abuse treatment information is received from a Part 2 covered program by the Party or subcontractor(s).

Protection of Personal Information: Party agrees to comply with all applicable state and federal statutes to assure protection and security of personal information, or of any personally identifiable information (PII), including the Security Breach Notice Act, 9 V.S.A. § 2435, the Social Security Number Protection Act, 9 V.S.A. § 2440, the Document Safe Destruction Act, 9 V.S.A. § 2445 and 45 CFR 155.260. As used here, PII shall include any information, in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with any other personal or identifiable information that is linked or linkable to a specific person, such as date and place of birth, mother’s maiden name, etc.

Other Confidential Consumer Information: Party agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to and uses of personal information relating to any beneficiary or recipient of goods, services or other forms of support. Party further agrees to comply with any applicable Vermont State Statute and other regulations respecting the right to individual privacy. Party shall ensure that all of its employees, subcontractors and other service providers performing services under this agreement understand and preserve the sensitive, confidential and non-public nature of information to which they may have access.

Data Breaches: Party shall report to AHS, through its Chief Information Officer (CIO), any impermissible use or disclosure that compromises the security, confidentiality or privacy of any form of protected personal information identified above within 24 hours of the discovery of the breach. Party shall in addition comply with any other data breach notification requirements required under federal or state law.

8. **Abuse and Neglect of Children and Vulnerable Adults:**

Abuse Registry. Party agrees not to employ any individual, to use any volunteer or other service provider, or to otherwise provide reimbursement to any individual who in the performance of services connected with this agreement provides care, custody, treatment, transportation, or supervision to children or to vulnerable adults if there has been a substantiation of abuse or neglect or exploitation involving that individual. Party is responsible for confirming as to each individual having such contact with children or vulnerable adults the non-existence of a substantiated allegation of abuse, neglect or exploitation by verifying that fact through (a) as to vulnerable adults, the Adult Abuse Registry maintained by the Department of Disabilities, Aging and

Independent Living and (b) as to children, the Central Child Protection Registry (unless the Party holds a valid child care license or registration from the Division of Child Development, Department for Children and Families). See 33 V.S.A. §4919(a)(3) and 33 V.S.A. §6911(c)(3).

Reporting of Abuse, Neglect, or Exploitation. Consistent with provisions of 33 V.S.A. §4913(a) and §6903, Party and any of its agents or employees who, in the performance of services connected with this agreement, (a) is a caregiver or has any other contact with clients and (b) has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall: as to children, make a report containing the information required by 33 V.S.A. §4914 to the Commissioner of the Department for Children and Families within 24 hours; or, as to a vulnerable adult, make a report containing the information required by 33 V.S.A. §6904 to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. Party will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

9. **Information Technology Systems:**

Computing and Communication: Party shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Party as part of this agreement. Options include, but are not limited to:

1. Party's provision of certified computing equipment, peripherals and mobile devices, on a separate Party's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

Intellectual Property/Work Product Ownership: All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement -- including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement, or are a result of the services required under this grant -- shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30-days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Party (or subcontractor or sub-grantee), shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

Party shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State of Vermont.

If Party is operating a system or application on behalf of the State of Vermont, Party shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Party's materials.

Party acknowledges and agrees that should this agreement be in support of the State's implementation of the Patient Protection and Affordable Care Act of 2010, Party is subject to the certain property rights provisions of the Code of Federal Regulations and a Grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. Such agreement will be subject to, and incorporates here by reference, 45 CFR 74.36, 45 CFR 92.34 and 45 CFR 95.617 governing rights to intangible property.

Security and Data Transfers: Party shall comply with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Party of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Party to implement any required.

Party will ensure the physical and data security associated with computer equipment, including desktops, notebooks, and other portable devices, used in connection with this Agreement. Party will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. Party will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, Party shall securely delete data (including archival backups) from Party's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

Party, in the event of a data breach, shall comply with the terms of Section 7 above.

10. **Other Provisions:**

Environmental Tobacco Smoke. Public Law 103-227 (also known as the Pro-Children Act of 1994) and Vermont's Act 135 (2014) (An act relating to smoking in lodging establishments, hospitals, and child care facilities, and on State lands) restrict the use of tobacco products in certain settings. Party shall ensure that no person is permitted: (i) to use tobacco products or tobacco substitutes as defined in 7 V.S.A. § 1001 on the premises, both indoor and outdoor, of any licensed child care center or afterschool program at any time; (ii) to use tobacco products or tobacco substitutes on the premises, both indoor and in any outdoor area designated for child care, health or day care services, kindergarten, pre-kindergarten, elementary, or secondary education or library services; and (iii) to use tobacco products or tobacco substitutes on the premises of a licensed or registered family child care home while children are present and in care. Party will refrain from promoting the use of tobacco products for all clients and from making tobacco products available to minors.

Failure to comply with the provisions of the federal law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The federal Pro-Children Act of 1994, however, does not apply to portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

2-1-1 Database: If Party provides health or human services within Vermont, or if Party provides such services near the Vermont border readily accessible to residents of Vermont, Party shall adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211 (Vermont 211), and will provide to Vermont 211 relevant descriptive information regarding its agency, programs and/or contact information as well as accurate and up to date information to its database as requested. The "Inclusion/Exclusion" policy can be found at www.vermont211.org.

Voter Registration: When designated by the Secretary of State, Party agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.

Drug Free Workplace Act: Party will assure a drug-free workplace in accordance with 45 CFR Part 76.

Lobbying: No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

AHS ATT. F 5/16/2018

Board of Finance and City Council Submission Checklist

Department: CEDO/CJC Submitter: Rachel Jolly

Title/Subject: DOC "Safer Communities" FY25 Grant Amendment Approval

	Approval:	Meeting Date:
☒	Board of Finance	8/5/2024
☒	City Council	8/12/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/25/2024	Brian Pine
Mayor's Office informed and approved memo	Yes	7/25/2024	Erin Jacobsen
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	7/25/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/25/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	7/25/2024	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	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



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: August 5, 2024 & August 12, 2024

To: Board of Finance (BOF) & City Council (CC)

From: Phillip Peterson P.E., Senior Transportation Planner

CC: Chapin Spencer, Director of Public Works
Laura Wheelock P.E., City Engineer/Division Director Technical Services

Subject: UVM-City Land Swap at Pearl and Prospect Intersection

Approval Request:

The Department of Public Works (DPW) Staff are writing to formally request Board of Finance (BOF) and City Council (CC) approval of a proposed land swap agreement with the University of Vermont (UVM), see Attachment-1 and Attachment-2. The Transportation, Energy, and Utilities Committee (TEUC) approved the presentation of this proposal to BOF and CC at the July 22, 2024 TEUC meeting.

Background: On June 7, 2021, the City of Burlington and the University of Vermont (UVM) executed a Memorandum of Understanding (MOU) regarding boundary line adjustments adjacent to the Colchester Avenue and Prospect Street intersection, see Attachment-3. This MOU outlines the general intent of both parties to adjust property lines in conjunction with the reconstruction project at the Pearl Street and Prospect Street intersections, including adjustments necessary for Dewey Hall's property boundary to align with adjacent roadways. Staff availability within DPW and the Office of the City Attorney has hindered completing this land swap, however with the anticipation start of the Colchester/Pearl/Prospect Intersection Realignment by Vermont Agency of Transportation it is important to complete the land swap.

Summary of Proposed Agreement:

1. The City proposes to convey a 0.2-acre parcel to UVM, situated beneath a portion of UVM's Dewey Hall.

2. In exchange, UVM will transfer a 0.08-acre parcel to the City, crucial for necessary right-of-way improvements.
3. UVM will compensate the City with a parcel value differential (PVD) totaling \$112,980.00.
4. UVM consents to the condemnation of its parcel by the City and waives any objections to this process, see Attachment-4.

The realignment of this intersection is in the City's interest as it aligns with our strategic goals for improving traffic flow and safety. VTrans has selected this intersection for safety improvements and is providing funding for these upgrades. The proposed land swap is important to facilitate these necessary improvements and ensure that the project can proceed as planned.

Attachments:

1. Agreement signed by UVM: Attached is the executed agreement outlining the terms and conditions of the proposed land swap between the City of Burlington and UVM.
2. Plats showing the proposed land swap: Attached are two plats prepared by a Vermont licensed land surveyor, illustrating the affected parcels and the proposed adjustments.
3. Memorandum of Understanding (MOU) dated June 7, 2021: Attached for reference regarding the initial agreement and intent of property boundary adjustments.
4. Resolution: Attached is the resolution for the condemnation of the property located at 1 So. Prospect Road.

Motions:

1. Motion for Board of Finance: *To approve and recommend that the City Council authorize the proposed land swap agreement with the University of Vermont, as outlined in the attached Agreement and summarized in this memo, and to authorize the necessary actions to effectuate the agreement.*
2. Motion for City Council: *To approve the proposed land swap agreement with the University of Vermont, as outlined in the attached Agreement and summarized in this memo, and to authorize the necessary actions to effectuate the agreement. subject to the final review and approval by the Office of the City Attorney.*

NON-BINDING MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF VERMONT AND THE CITY OF BURLINGTON REGARDING BOUNDARY LINE ADJUSTMENTS ADJACENT TO THE COLCHESTER AVENUE AND PROSPECT STREET INTERSECTION

This non-binding Memorandum of Understanding ("MOU") is entered into between the City of Burlington, a Vermont municipal corporation ("City"), and the University of Vermont and State Agricultural College, an educational corporation and instrumentality of the State of Vermont ("UVM") (collectively, "the parties").

I. Purpose

The City and UVM are seeking to address the property line adjustments that are necessary to facilitate the reconstruction of Colchester Avenue and Prospect Street intersection with the collateral benefit for the City and UVM. The desire to address these boundaries starts with the City's selection of a preferred alternative for this intersection that would require additional right-of-way to complete the improvements. Additionally the University Place Project that commenced upon the Agreement entered into by the City and UVM with regards to UVM's contributions to the City's Sustainable Infrastructure Program has a cascading effect to the Colchester Avenue and Prospect Street Intersection in that the change in traffic operations on University Place to one way will have impacts on the Colchester Avenue and Prospect Street intersection. This property line adjustment will help facilitate both projects moving forward.

The purpose of this MOU is to express the general intent of the City with support of UVM concerning the desired adjustment to property lines adjacent to the Colchester Avenue and Prospect Street intersection; the property line adjustments are dependent on the reconstruction of Colchester Avenue and Prospect Street intersection with the collateral benefit for the City and UVM, (collectively "Project"). In parallel with the City's efforts, UVM has requested an adjustment of the property line in front of Dewey Hall, which would normalize the existing property boundary and Right of Way boundary at Dewey Hall such that the boundary is no longer within the footprint of the building and is relative to the adjacent roadways similar to how other City property lines are laid out. The general locations of the property line adjustments are depicted in Exhibit C to this MOU.

This MOU will further serve to clarify the potential responsibilities of the City and UVM regarding the desired property boundary line adjustments. The parties intend to, and have generally agreed in the Third Amendment to "The Agreement Between The University Of Vermont And The City Of Burlington Regarding Participation In The City's Ten Year Capital Plan" (Exhibit B) to cooperatively support both property line adjustments. However, as property line adjustments are subject to approval by Burlington Zoning, and further, adjustments concerning the City's Right of Way are subject to City Council, it is acknowledged that the Department of Public Works, City staff, or the Mayor of the City of Burlington **do not have the authority** to guarantee any outcome regarding the desired adjustment to property lines. In addition, the University of Vermont's Board of Trustees will need to approve the proposed property line adjustments. As such, this MOU is **non-binding** and serves to set forth a general understanding concerning the Project.

II. The Project Properties

The real properties subject to this MOU consist of the following parcels: Public Right-of-Way (City), Parcel 045-4-007-134 (UVM), Parcel 045-4-003-240 (UVM) as described in Exhibit C.

III. Responsibilities

- a. In order to effectuate any property line adjustments, boundary survey work is necessary. The City will retain the services of a licensed professional to survey, provide plats, and assist with zoning applications. The costs of these services will be paid according to Sections 5.a. (University Place, Conceptual Design) and 5.b. (University Place, Final Design and Construction) of "The Agreement Between The University Of Vermont And The City Of Burlington Regarding Participation In The City's Ten Year Capital Plan" dated February 28, 2018, and as subsequently amended by the First Amendment dated February 28, 2020, Second Amendment dated August 19th, 2020, Third Amendment dated December 31, 2020, and Fourth Amendment dated April 2021.
- b. All property line adjustments in the City require Burlington Zoning approval. The City will support UVM

will the responsible for the Planning & Zoning application for lot line adjustments. Zoning lot line adjustment applications include the following:

- i. A completed application form, signed by the property owner;
 - ii. A filing fee of \$15.00;
 - iii. An application fee of \$140, in cash, check or credit card (credit cards incur a convenience fee). Checks are to be made out to the 'City of Burlington';
 - iv. Photographs of the subject property, showing the location of the project (and neighboring properties if applicable);
 - v. A letter requesting review and approval of a lot line adjustment, giving the names and address of property owners; and
 - vi. Two (2) copies of a lot line adjustment plat (with an additional copy at 11x17 size) will need to be submitted with the Zoning application for lot line adjustments. The plat shall be prepared by a Vermont licensed land surveyor and indicate all lots that are proposed to be modified as a result of the proposed lot line adjustment (the "Survey"). The Survey shall be sufficient to clearly indicate the area, metes, bounds, and ties of each of the affected lots. The Survey shall include all structures and site improvements and delineate all building/structure setbacks, lot coverage, parking spaces and any other details as may be specified by the Zoning Administrative Officer.
- c. As mandated by the Burlington City Charter, the Burlington City Council must approve changes to property lines affecting the public Right-of-Way. Securing the approval of City Council for Right-of-Way property line adjustments will be the responsibility of City Staff, with support from UVM. The property line adjustments will also require approval of the University Board of Trustees
- d. At the City's completion of final design of the Colchester Avenue and Prospect Street intersection realignment plan, both parties will work cooperatively and in good faith to make any additional boundary adjustments necessary to facilitate said intersection realignment.

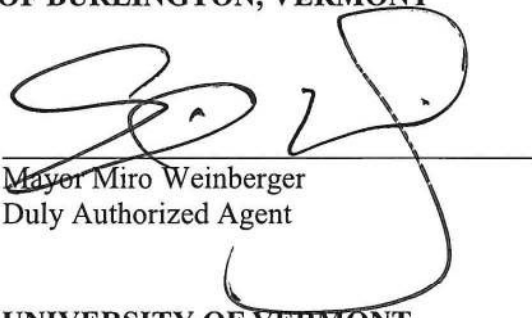
IV. Exhibits

- a. Exhibit C. Preliminary Proposed Land Transfers
- b. Exhibit B. "The Agreement Between The University Of Vermont And The City Of Burlington Regarding Participation In The City's Ten Year Capital Plan" dated February 28, 2018, and as subsequently amended by the First Amendment dated February 28, 2020, Second Amendment dated August 19th, 2020, Third Amendment dated December 31, 2020, and Fourth Amendment dated April 2021.

This non-binding Memorandum of Understanding is dated this _____ day of April 2021.

CITY OF BURLINGTON, VERMONT

By:


Mayer Miro Weinberger
Duly Authorized Agent

UNIVERSITY OF VERMONT

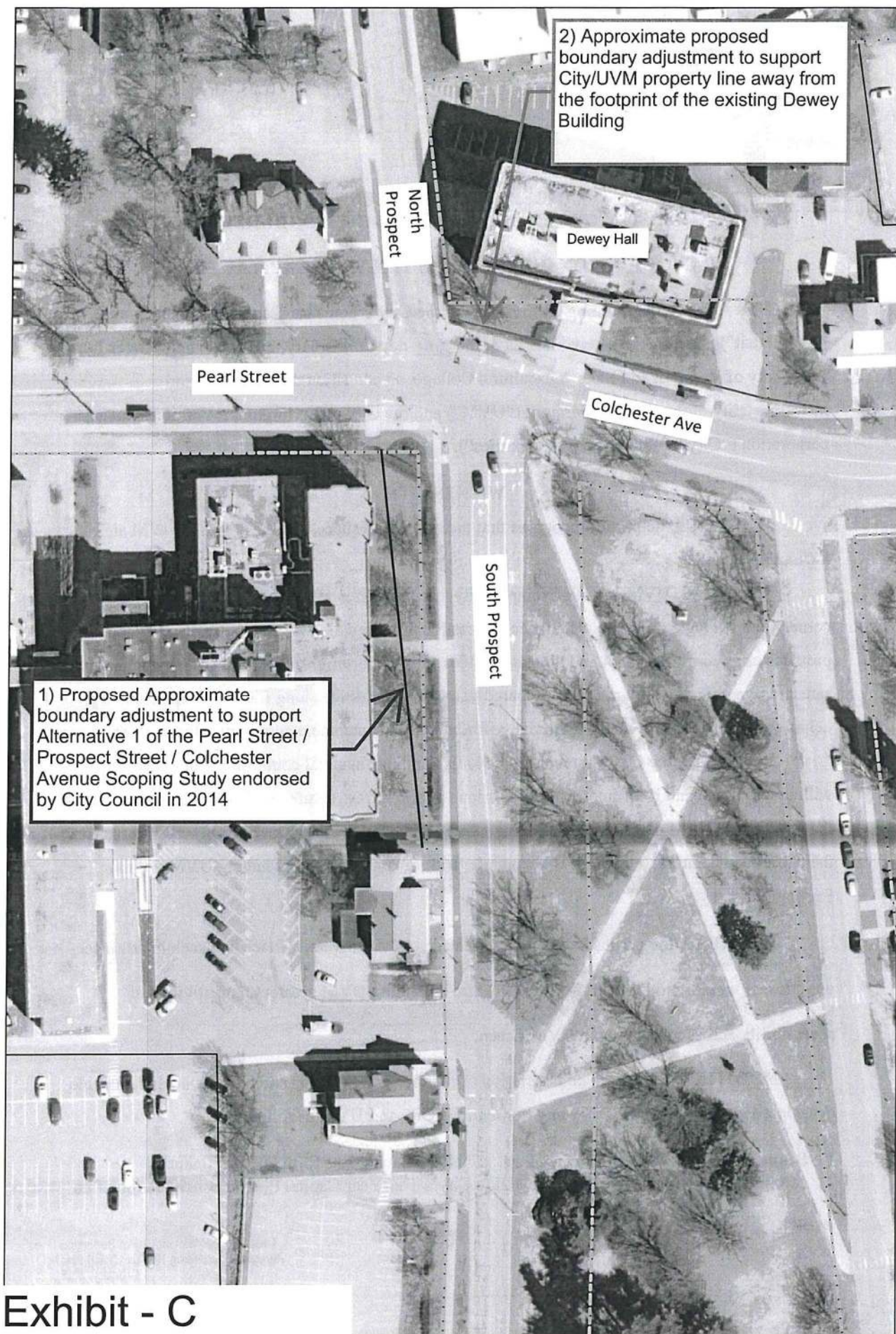
Richard H
Cate

By:

 Digitally signed by Richard H Cate
DN: cn=Richard H Cate, o=University of
Vermont and State Agricultural College,
ou, email=rcate@uvm.edu, c=US
Date: 2021.06.07 13:56:55 -04'00'

(Print Name)

Duly Authorized Agent



**AGREEMENT BETWEEN THE
UNIVERSITY OF VERMONT AND THE CITY OF BURLINGTON
REGARDING
PARTICIPATION IN THE CITY'S TEN YEAR CAPITAL PLAN**

This Agreement regarding participation in the City's Ten Year Capital Plan (the "Agreement") is made and entered into as of the 28th day of February, 2018, by and between the University of Vermont and State Agricultural College, an educational corporation and instrumentality of the State of Vermont ("UVM") and the City of Burlington, a Vermont municipal corporation ("City") (collectively, "the parties").

WITNESSETH:

WHEREAS, the parties recognize that the health and success of the City and UVM are inexorably linked;

WHEREAS, UVM is a tax-exempt entity that prioritizes affordability for its students as a cornerstone strategic principle. UVM recognizes the exceptional value the City of Burlington provides as a recruitment tool and the potential learning opportunities that exist for its students in a safe and dynamic downtown, and is prepared to expand its decades long financial commitment to helping ensure the City remains a vibrant, affordable, and sustainable community for years to come;

WHEREAS, the City appreciates this long standing financial commitment and the willingness to expand it further to address serious public infrastructure needs while also recognizing the importance UVM places on maintaining affordability for its students. The City also recognizes the tremendous cultural, educational, economic, and research benefits of having UVM within Burlington; and

WHEREAS, the parties have discussed the status of University Place and seek to advance options that would limit or calm traffic while also providing UVM greater connectivity and accessibility across its campus to UVM Green.

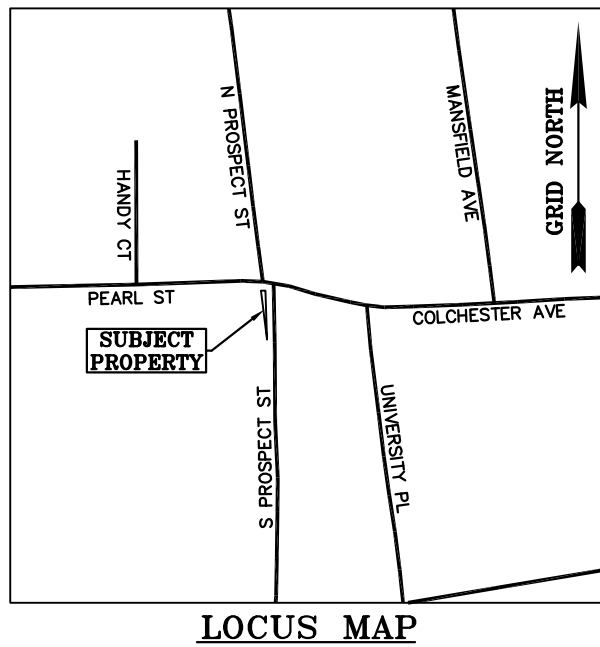
NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, IT IS AGREED, by and between the City and UVM as follows:

1. **Scope and Purpose of the Agreement.** This Agreement sets forth UVM's financial commitment to the City with respect to the City's Ten-Year Capital Plan in consideration of its

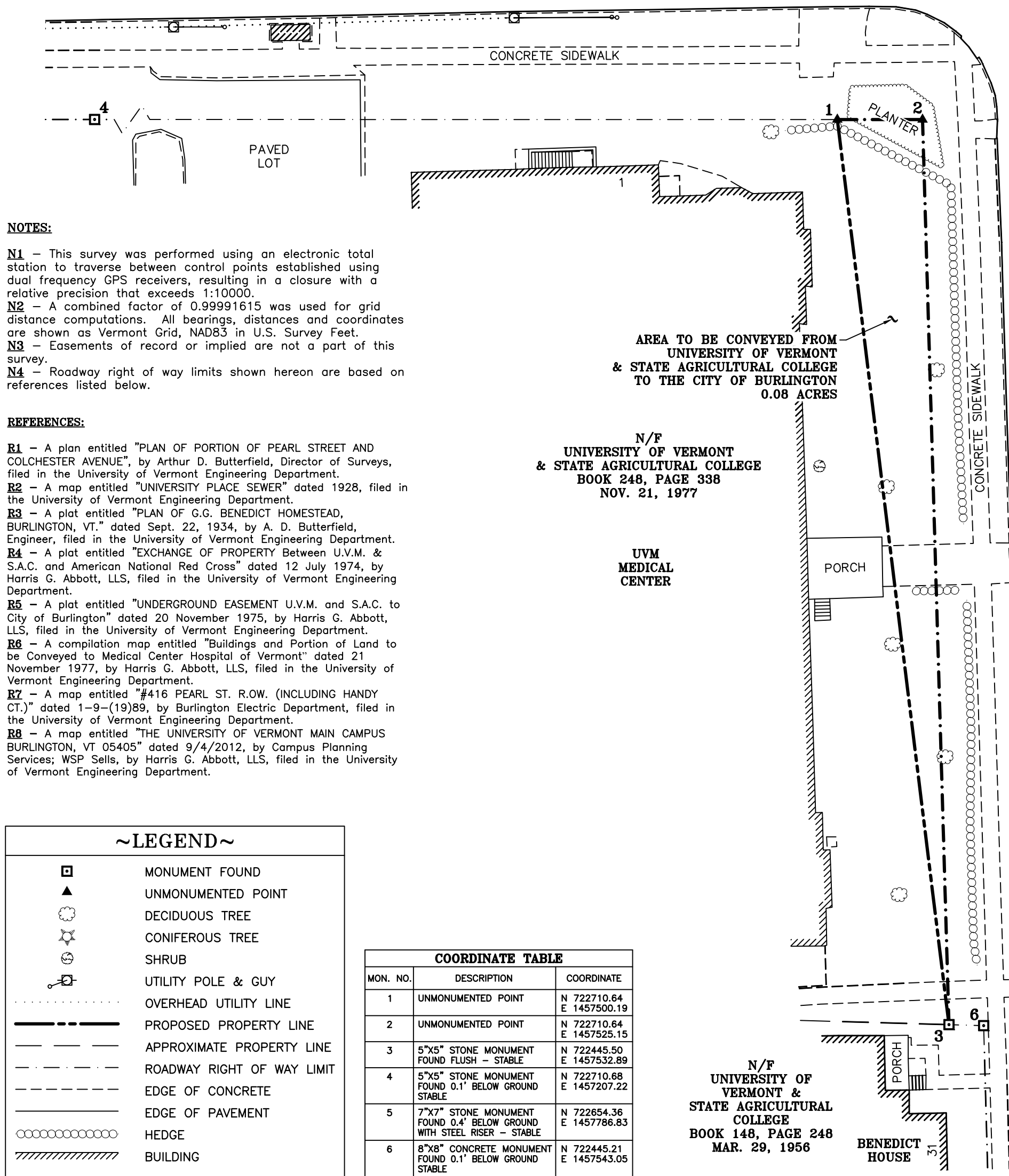
(V0024390.1)

University of Vermont/City of Burlington
Agreement Regarding 10 Year Capital Plan
February, 2018
Page 1 of 8

ORIGINAL DRAWING-INK ON POLYESTER FILM MEETING THE REQUIREMENTS OF 27 VSA 1403(b)(8)(B)



PEARL STREET - TOWN HIGHWAY 3



- NOTES:**
- N1** - This survey was performed using an electronic total station to traverse between control points established using dual frequency GPS receivers, resulting in a closure with a relative precision that exceeds 1:10000.
- N2** - A combined factor of 0.99991615 was used for grid distance computations. All bearings, distances and coordinates are shown as Vermont Grid, NAD83 in U.S. Survey Feet.
- N3** - Easements of record or implied are not a part of this survey.
- N4** - Roadway right of way limits shown hereon are based on references listed below.

- REFERENCES:**
- R1** - A plan entitled "PLAN OF PORTION OF PEARL STREET AND COLCHESTER AVENUE", by Arthur D. Butterfield, Director of Surveys, filed in the University of Vermont Engineering Department.
- R2** - A map entitled "UNIVERSITY PLACE SEWER" dated 1928, filed in the University of Vermont Engineering Department.
- R3** - A plat entitled "PLAN OF G.G. BENEDICT HOMESTEAD, BURLINGTON, VT." dated Sept. 22, 1934, by A. D. Butterfield, Engineer, filed in the University of Vermont Engineering Department.
- R4** - A plat entitled "EXCHANGE OF PROPERTY BETWEEN U.V.M. & S.A.C. and American National Red Cross" dated 12 July 1974, by Harris G. Abbott, LLS, filed in the University of Vermont Engineering Department.
- R5** - A plat entitled "UNDERGROUND EASEMENT U.V.M. and S.A.C. to City of Burlington" dated 20 November 1975, by Harris G. Abbott, LLS, filed in the University of Vermont Engineering Department.
- R6** - A compilation map entitled "Buildings and Portion of Land to be Conveyed to Medical Center Hospital of Vermont" dated 21 November 1977, by Harris G. Abbott, LLS, filed in the University of Vermont Engineering Department.
- R7** - A map entitled "#416 PEARL ST. R.O.W. (INCLUDING HANDY CT.)" dated 1-9-(19)89, by Burlington Electric Department, filed in the University of Vermont Engineering Department.
- R8** - A map entitled "THE UNIVERSITY OF VERMONT MAIN CAMPUS BURLINGTON, VT 05405" dated 9/4/2012, by Campus Planning Services; WSP Sells, by Harris G. Abbott, LLS, filed in the University of Vermont Engineering Department.

~LEGEND~

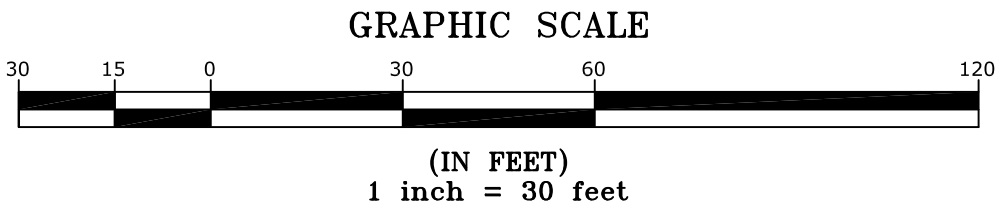
- MONUMENT FOUND
- UNMONUMENTED POINT
- DECIDUOUS TREE
- CONIFEROUS TREE
- SHRUB
- UTILITY POLE & GUY
- OVERHEAD UTILITY LINE
- PROPOSED PROPERTY LINE
- APPROXIMATE PROPERTY LINE
- ROADWAY RIGHT OF WAY LIMIT
- EDGE OF CONCRETE
- EDGE OF PAVEMENT
- HEDGE
- BUILDING

COORDINATE TABLE		
MON. NO.	DESCRIPTION	COORDINATE
1	UNMONUMENTED POINT	N 722710.64 E 1457500.19
2	UNMONUMENTED POINT	N 722710.64 E 1457525.15
3	5"x5" STONE MONUMENT FOUND FLUSH - STABLE	N 722445.50 E 1457532.89
4	5"x5" STONE MONUMENT FOUND 0.1' BELOW GROUND STABLE	N 722710.68 E 1457207.22
5	7"x7" STONE MONUMENT FOUND 0.4' BELOW GROUND WITH STEEL RISER - STABLE	N 722654.36 E 1457786.83
6	8"x8" CONCRETE MONUMENT FOUND 0.1' BELOW GROUND STABLE	N 722445.21 E 1457543.05

N/F
UNIVERSITY OF
VERMONT &
STATE AGRICULTURAL
COLLEGE
BOOK 148, PAGE 248
MAR. 29, 1956

BENEDICT
HOUSE

SOUTH PROSPECT STREET - TOWN HIGHWAY 13



I certify that this plat is based on information abstracted from documents, parcel evidence, and physical evidence. The survey work identified hereon is consistent with this information.

I certify that this plat meets the requirements of 27 VSA Section 1403 and complies with Vermont Board of Land Surveyors Rules, Part 5.4 and 5.5, adopted under 26 VSA Section 2544(a)(9).

Signed: Stephen C. Fraser, L.L.S. #527



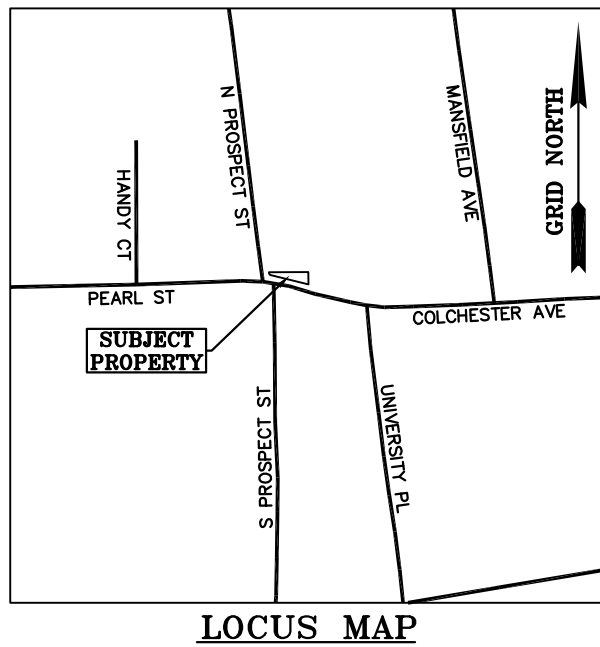
PRELIMINARY

BOUNDARY SURVEY
SHOWING LANDS TO BE CONVEYED FROM
UNIVERSITY OF VERMONT &
STATE AGRICULTURAL COLLEGE
TO
CITY OF BURLINGTON
PEARL STREET
& SOUTH PROSPECT STREET
CITY OF BURLINGTON
CHITTENDEN COUNTY - STATE OF VERMONT

SCALE: 1"=30'	PLAT COMPILATION DATE: 12-13-2021
VSE PROJECT #: 21036-11	DRAWN BY: JMR SHEET 1 OF 1
Vermont Survey and Engineering, Inc. 79 River Street, Montpelier, Vermont (802) 229-9138 ~ info@vermontsurvey.com	

BASIS OF BEARINGS & COORDINATES
Datum: Horizontal - NAD 83 (2011) SPC (4400 VT) sFT
NAD 83 (2011)

ORIGINAL DRAWING-INK ON POLYESTER FILM MEETING THE REQUIREMENTS OF 27 VSA 1403(b)(8)(B)



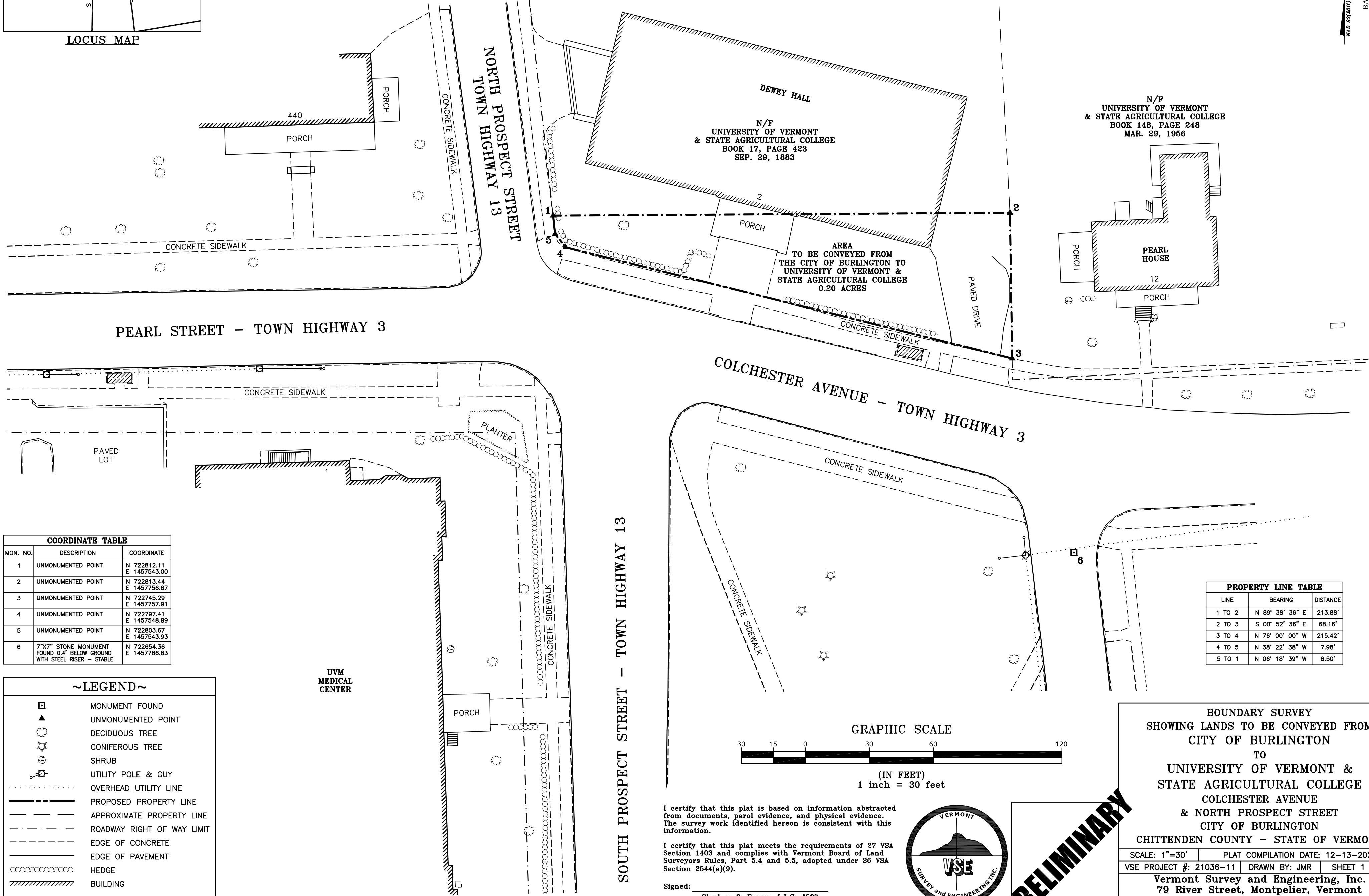
NOTES:

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N3 - Easements of record or implied are not a part of this survey.
N4 - Roadway right of way limits shown hereon are based on references listed below.

REFERENCES:

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BASIS OF BEARINGS & COORDINATES
Datum: Horizontal - NAD 83 (2011) SFC (4400 VT) SFT
NAD 83 (2011)



I certify that this plat is based on information abstracted from documents, parol evidence, and physical evidence. The survey work identified hereon is consistent with this information.

I certify that this plat meets the requirements of 27 VSA Section 1403 and complies with Vermont Board of Land Surveyors Rules, Part 5.4 and 5.5, adopted under 26 VSA Section 2544(a)(9).

Signed: Stephen C. Fraser, L.L.S. #527



PROPERTY ACQUISITION AGREEMENT

This Property Acquisition Agreement (this "Agreement") is entered as of _____, 2024 (the "Effective Date"), between the University of Vermont and State Agricultural College, a public land-grant research university with a principal address of 85 S. Prospect Street, Burlington, VT 05405 ("UVM") and the City of Burlington, a Vermont municipal corporation with a principal address of 149 Church Street, Burlington, VT 05401 (the "City"), with respect to the following facts:

- A. The City owns that certain parcel of real property generally triangular in shape and 0.2 acres in size, more or less, located in the City of Burlington, County of Chittenden, State of Vermont, labelled "Area to Be Conveyed from the City of Burlington to University of Vermont & State Agricultural College", as depicted in that certain plat prepared by Vermont Survey & Engineering, Inc., entitled "Boundary Survey Showing Lands to Be Conveyed from City of Burlington to University of Vermont & State Agricultural College, Colchester Avenue & No. Prospect Street", dated December 13, 2021, and recorded in the City's Land Records as Map Slide ____ (the "City Parcel").
- B. The City Parcel underlies a portion of UVM's Dewey Hall and associated property. UVM desires to acquire the parcel and the City desires to transfer it to UVM. The parties estimate that the City Parcel has a value of One Hundred Eighty-two Thousand Four Hundred Sixty-nine Dollars and No Cents (\$182,469.00) (the "City Parcel Value"), based upon an estimated value of Twenty-one Dollars and No Cents (\$21.00) per square foot.
- C. UVM owns that certain parcel of real property generally triangular in shape and 0.08 acres in size, more or less, located in the City of Burlington, County of Chittenden, State of Vermont, labelled "Area to Be Conveyed from University of Vermont & State Agricultural College to the City of Burlington", as depicted in that certain plat prepared by Vermont Survey & Engineering, Inc., entitled "Boundary Survey Showing Lands to Be Conveyed from University of Vermont & State Agricultural College to City of Burlington, Pearl Street & So. Prospect Street", dated December 13, 2021, and recorded in the City's Land Records as Map Slide ____ (the "UVM Parcel").
- D. The City needs to acquire the UVM Parcel for right-of-way improvements to the intersection where the two parcels are located, as expressed in that certain Memorandum of Understanding between the parties relating to said intersection dated April 2021, and executed on behalf of UVM on June 7, 2021. UVM is unwilling to sell the UVM Parcel voluntarily because doing so would constitute a zoning violation due to an existing lot coverage nonconformity.

UVM does not object, however, to the condemnation of the UVM Parcel, as further set forth in this Agreement.

- E. The parties estimate that the UVM Parcel has a value of Sixty-nine Thousand Four Hundred Eighty-nine Dollars and No Cents (\$69,489.00) (the "UVM Parcel Value"), based upon an estimated value of Twenty-one Dollars and No Cents (\$21.00) per square foot. The difference between the City Parcel Value and the UVM Parcel Value is One Hundred Twelve Thousand Nine Hundred Eighty Dollars and No Cents (\$112,980.00) (the parcel value differential, or "PVD").
- F. By this Agreement, the parties intend (this Agreement's "Objects & Purposes") that: (1) the City will convey the City Parcel to UVM, (2) the City will condemn the UVM Parcel without objection from UVM, (3) UVM will pay the PVD to the City in consideration of the City Parcel, (4) UVM will accept the transfer of the City Parcel for the PVD in lieu of its full cash value as full and just compensation for the taking of the UVM Parcel, and (5) both parties will accept the physical and legal condition of their respectively acquired parcels as-is, with all faults, except warranties of title.
- G. The parties contemplate that the condemnation described in the prior Recital may occur at the same meeting that this Agreement is approved by the City Council, but subsequent to the Agreement's execution on behalf of the City. It is the intent of the parties that upon approval, this Agreement shall be immediately binding upon the City.

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. Condemnation of the UVM Parcel. Once this Agreement has been approved and executed by UVM and approved by the City Council, the City Council shall hold a public hearing to condemn the UVM Parcel. UVM shall not object to the condemnation, and the parties mutually agree that:
 - a. The condemnation procedures set forth in 24 V.S.A. ch. 77, may be used to condemn the UVM Parcel, and to the extent any other procedures may be deemed to apply, UVM waives the application of those procedures to the fullest extent allowed by law.

- b. Compliance with the provisions of this Agreement fully satisfies the requirements of 24 V.S.A., ch. 77.
 - c. UVM is in receipt of the Federal Highway Administration's manual entitled: "Relocation: Your Rights and Benefits as a Displaced Person under the Federal Relocation Assistance Program". It is agreed and understood that UVM is not entitled to relocation assistance of any kind under federal or state law, and to the extent any right to such assistance may exist, UVM expressly waives such right.
 - d. The City needs the UVM Parcel for public use, as set forth in the Recitals.
 - e. UVM has received ten (10) days' notice of the condemnation proceedings pursuant to 24 V.S.A. § 2805(b), or otherwise waives any right to this or any other notice.
 - f. The UVM Parcel Value is an adequate measure of all the damages of every kind and nature to be sustained as a result of the condemnation, and UVM shall be fully compensated for such damages upon occurrence of the transactions contemplated in Section 4, below.
 - g. To the extent necessary pursuant to 24 V.S.A. § 2805(d) or any other law, by authorizing this Agreement, UVM has given its written consent to the condemnation, subject to the City's transference of the City Parcel as described herein.
 - h. UVM shall not challenge the condemnation pursuant to 24 V.S.A. § 2809 and 2810 or any other law.
 - i. A proposed form of resolution for condemning the UVM Parcel is attached hereto as **Exhibit A** (signature page and attachments thereto omitted). Title in the UVM Parcel shall vest in the City as soon as the City's resolution is recorded in the Land Records and damages have been paid to UVM as described paragraph (e), above.
3. Conditions Precedent. For greater clarity, it is agreed and understood that:
- a. The approval of this Agreement by the City Council is a condition precedent to UVM's obligations under the prior section such that if the condemnation is ordered without the approval of this Agreement by the City Council, then UVM shall not be deemed to have consented to the condemnation.

- b. UVM's right to acquire the City parcel for the PVD is conditioned upon the City Council's condemnation of UVM Parcel, so that the duties of the City as described in the following section, shall not arise unless the condemnation is approved by the City Council.
4. Transfer of the City Parcel. Concurrently with (or as soon as reasonably practicable following), the recordation of a resolution evidencing the condemnation proceedings, UVM shall pay the City the PVD, and the City shall deliver to UVM a validly executed quitclaim deed for the City Parcel to be recorded in the Land Records, substantially in the form attached as **Exhibit B.**
 5. Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE PARTIES DISCLAIM WARRANTIES OF EVERY KIND AND NATURE RELATING TO THEIR RESPECTIVE PARCELS. WHETHER ANY PHYSICAL OR LEGAL DEFECT WAS CAPABLE OF BEING KNOWN AS OF THE EFFECTIVE DATE, THE CITY AGREES AND UNDERSTANDS THAT IT IS ACQUIRING THE UVM PARCEL AS-IS, WITH ALL FAULTS, AND UVM AGREES AND UNDERSTANDS THAT IT IS ACQUIRING THE CITY PARCEL AS-IS, WITH ALL FAULTS.
 6. Term. This Agreement shall continue in force until both parties have completed their obligations hereunder or are excused at law or in equity from doing so.
 7. 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.
 8. Interpretation. There are no third-party intended beneficiaries of this Agreement. This Agreement shall not be construed against either party but instead shall be construed in such manner as best effectuates its Objects & Purposes.
 9. 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.
 10. 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 its Objects & Purposes and the original intent of the parties as closely as possible.

11. Assignment; Amendment; Waiver. Neither party shall assign this Agreement without the written consent of the other party. 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 signed by both parties.
12. 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.
13. 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 reasonable attorneys' fees and costs.
14. Notice. Any notice required under this Agreement shall be given to the receiving party at the address referenced 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.
15. 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]

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

**UNIVERSITY OF VERMONT
AND STATE AGRICULTURAL
COLLEGE**

By: _____
Richard H. Cate,
Vice President for Finance & Administration

CITY OF BURLINGTON

By: _____
Emma Mulvaney-Stanak, Mayor

EXHIBIT A
CONDEMNATION RESOLUTION

Resolution Relating to

Condemnation of Property at 1 So. Prospect Road owned by the University of Vermont and State Agricultural College

RESOLUTION_____

Sponsor(s):
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, the University of Vermont and State Agricultural College (“UVM”) owns that certain parcel 0.08 acres in size, more or less, located at 1 So. Prospect Road and depicted in that certain plat prepared by Vermont Survey & Engineering, Inc., entitled “Boundary Survey Showing Lands to Be Conveyed from University of Vermont & State Agricultural College to City of Burlington, Pearl Street & So. Prospect Street”, dated December 13, 2021, and recorded in the City’s Land Records as Map Slide __ (the “Property”); and
- WHEREAS, the City needs the Property for public use for reasons explained the memorandum attached to this resolution as **Attachment A**; and
- WHEREAS, UVM is unwilling to sell the Property to the City but does not object to condemnation thereof, as set forth in that certain Property Acquisition Agreement of even date herewith attached to this resolution as **Attachment B**; and
- WHEREAS, just compensation for the Property is Sixty-nine Thousand Four Hundred Eighty-nine Dollars and No Cents (\$69,489.00); and
- WHEREAS, all notice and procedures required to take the Property by eminent domain have been complied with or waived;
- NOW THEREFORE, be it resolved that:
- The Property is ordered condemned pursuant to 24 V.S.A., ch. 77.
 - This resolution, including its attachments, which are incorporated herein by this reference, shall be recorded in the Land Records as evidence of these proceedings.
 - The full amount of damages as determined hereinabove shall be paid to UVM in the manner outlined in the Property Acquisition Agreement.
 - From the date that both this resolution is recorded and damages have been paid, the Property shall be held by the City in fee.
 - The Mayor or designee is authorized to execute such documents and take such further actions as may be reasonably necessary or convenient to accomplish the purposes of this resolution.

EXHIBIT B
QUITCLAIM DEED TO CITY PARCEL

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS that the City of Burlington, a Vermont municipal corporation (“Grantor”), in consideration of ten or more dollars and other good and valuable consideration paid by the University of Vermont and State Agricultural College, a public land-grant research university (“Grantee”), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee and its successors and assigns forever,

THAT CERTAIN PARCEL OF REAL PROPERTY located in the City of Burlington, County of Chittenden, State of Vermont, depicted as “Area to Be Conveyed from the City of Burlington to University of Vermont & State Agricultural College” in that certain plat prepared by Vermont Survey & Engineering, Inc., entitled “Boundary Survey Showing Lands to Be Conveyed from City of Burlington to University of Vermont & State Agricultural College, Colchester Avenue & No. Prospect Street”, dated December 13, 2021, and recorded in the City’s Land Records as Map Slide __,

TO HAVE AND TO HOLD said granted premises, with all the privileges and appurtenances thereof, and Grantee, its successors and assigns, to its own use and behoof forever;

AND FURTHERMORE, Grantor, for itself and its heirs, executors and administrators, does covenant with Grantee, its successors and assigns, that until the ensealing of these presents Grantor shall have and claim no right in or to the said quitclaimed premises;

IN WITNESS WHEREOF, the undersigned hereunto sets her hand and seal on behalf of the City of Burlington this __ day of __, 2024.

Emma Mulvaney-Stanak, Mayor

State of Vermont, County of Chittenden. This record was acknowledged before me on _____ (date) by Emma Mulvaney-Stanak as the Mayor of the City of Burlington, Vermont.

Signature of Notary Public: _____

Stamp or certificate number: _____

Title of office: _____

My commission expires: _____

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Phillip Peterson
UVM-City Land Swap at Pearl and Prospect Intersection
 Title/Subject: _____

	Approval:	Meeting Date:
☒	Board of Finance	8/5/2024
☒	City Council	8/12/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/26/2024	Chapin Spencer
Mayor's Office informed and approved memo	Yes	7/30/2024	Joe Magee
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	7/26/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/26/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	7/30/2024	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	UVM/City Land Swap Agreement
Additional Materials, if necessary	Yes	UVM/City MOU
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	TEUC/BOF



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Lee Perry
*DIVISION DIRECTOR
DPW MAINTENANCE DIVISION*

MEMORANDUM

To: Board of Finance, City Council

From: Chapin Spencer, Director
Lee Perry, Division Director DPW Maintenance Division
Dave Hammond, Fleet Manager

Date: August 5, 2024

Re: Approval to Enter into Contract with Sandri Energy LLC, for the City of Burlington's Fuel Supply

Background:

Currently, City department's access fuel from two City owned fueling facilities. One located at 645 Pine St. and the other a smaller facility located at 216 Leddy Park Road. The Department of Public Works (DPW) Fleet Maintenance Division manages both facilities. Collectively the City uses approximately 178,000 gallons of gasoline, and diesel combined annually. The City's fueling facilities are used by all City Departments, including, Burlington School District, and Burlington Electric Department (BED). The City pays for gallons of fuel dispensed at the pump, and any reduction in the per gallon price, is an opportunity for cost savings.

The current fuel supplier for the City, Sandri Energy LLC, has been supplying the City's gasoline and diesel fuel supply for the past five (5) years. FY24 fuel cost averages were Diesel, \$3.66/gallon, Unleaded, \$3.11/gallon. The current contract with Sandri expired June 30, 2024. DPW's Fleet Manager, Dave Hammond, posted a request for quotes (RFQ) for the City's new fuel contract to the City's webpage on June 24, 2024, as well as emailing RFQ's to fuel vendors. Vendors were given until July 12, 2024 to respond via emailed quote, or mailed quote. RFQ's were sent by email to the following vendors. (See Attachment A). The results of the RFQ produced only one (1) respondent to our request.

The following is the criteria used in our scope of request to select a fuel provider:

- The entity selected would install City Point of Sale (POS) system if needed where a retail transaction will take place; provide necessary equipment to receive inventory reading from our current Veeder-Root tank monitoring systems. Maintain and price inventory, coordinate maintenance for the tanks, dispenser, POS system, and Veeder-Root.

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).

- The City of Burlington will pay for cost of maintenance.
- The entity will provide Fleet Cards to be used at the dispensers and provide an alternative, if needed, that allow the Fleet Cards to be used at any filling station should the depot be inaccessible or not functioning.
- The fleet card reporting system needs to be able to send automated reports to an FTP side for our fleet management software (RTA Fleet Management) to use for processing fuel transactions.
- The City of Burlington will pay for the fuel at the dispenser using the fleet cards.
- Fuel to be delivered to 645 Pine Street Burlington, VT

Summary:

The Fleet Manager received one (1) written proposal within the required posting period. All potential vendors provided bid pricing with mark up above the lowest rack rate for fuel cost including delivery of fuel to the two City's fuel facilities. Qualified bidders were given the opportunity to meet with the Fleet Manager based on the scope of request. The results of the respondents are as follows. (See Attachment B).

The only vendor to respond was Sandri Energy LLC. Sandri quoted the City's fuel supply at \$.16 above Sunoco's rack rate at their Burlington VT, terminal. The City of Burlington, shall receive a \$.06 per gallon discount for using the existing Sunoco Suntrak fleet cards issued by Wright Express (WEX). This brings the overall cost of fuel to \$.10 above Sunoco's Burlington VT, terminal rack rate.

Because Sandri Energy LLC, were the only respondent, and their price increased minimally, (\$.06 in five (5) years, a \$10,680 increase), the Fleet Manager would like to award the contract to Sandri Energy LLC. One of the benefits of Sandri being the chosen vendor is that there is no need to change any equipment as stated in the scope of request. All systems can remain, and current fuel cards are still active.

If you have any questions please reach out to Lee Perry, lperry@burlingtonvt.gov, or Dave Hammond dhammond@burlingtonvt.gov

Motion:

Board of Finance:

To approve and recommend City Council authorize Department of Public Works Director, Chapin Spencer, or their successor or designee: (1) to enter a five-year agreement with Sandri, Energy LLC., to supply the City of Burlington, with gasoline and diesel fuel services, for a price of \$.10 over Sunoco rack price at their Burlington Vermont terminal, subject to review and approval of the City Attorney's Office; (2) to execute future extensions following the initial five-year term of the agreement approved as to form by the City Attorney's Office, for so long as any increase in price over Sunoco rack price at the Burlington, Vermont terminal does not exceed the increase in CPI-U from the effective date of the agreement.

City Council Motion:

To approve and authorize Department of Public Works Director, Chapin Spencer, or their designee: (1) to enter a five-year agreement with Sandri Energy LLC, to supply the City of Burlington, with gasoline and diesel fuel services, for a price of \$.10 over Sunoco rack price at their Burlington VT, terminal, subject to approval of the City Attorney's Office; (2) to execute future extensions following the initial five-year term of the agreement approved as to form by the City Attorney's Office, for so long as any increase in price over Sunoco rack price at the Burlington, Vermont terminal does not exceed the increase in CPI-U from the effective date of the agreement.

Attachment A:

Fuel Suppliers That Received RFQ Via Email/Mail
Sandri
SB Collins
Global
R.L. Valley

Attachment B:**Vendor Response To RFQ:**

Fuel Supplier	Current Price Over Rack
Current Vendor (Sandri) contract expired June 30, 2024.	*\$.04
Sandri	*\$.10
SB Collins	No response
Global	No response
R.L. Valley	No response

*Vendor previous expired quote \$.10 over rack, with a \$.06 discount for using WEX fuel cards.

*Vendor total quote \$.16 over rack, with a \$.06 discount for using WEX fuel cards.



***Fuel Supply Proposal – City of Burlington DPW
Cover Page***

Sandri Energy LLC

***400 Chapman Street
Greenfield, MA. 01301
1-413-772-2121 office line
Scott Childs Sales Manager***



Fuel Supply Proposal – City of Burlington DPW

*Sandri Energy proposes to supply Diesel fuel and Regular gasoline to the City of Burlington DPW fuel depots located at 645 Pine Street Burlington, Vermont and 216 Leddy Park Road Burlington, VT.

*Sandri Energy and the City of Burlington DPW shall use the existing Verifone Ruby CI EPOS system currently in place. Sandri Energy will pay all EPOS fees and Credit Card transaction fees associated with the fleet cards used to purchase the fuel.

*Sandri Energy, in coordination with our fuel hauler, will monitor and maintain the Veeder-Root system, product inventory, pricing of the inventory, coordination of maintenance for the tanks & dispensers, EPOS system, and the Veeder-Root. The City of Burlington shall be responsible for all costs associated with this maintenance.

*The City of Burlington will use the existing Sunoco Suntrak fleet cards issued to them to purchase fuel at the dispensers. Alternatively, the City of Burlington can use the fleet cards at the following sites to fuel up:

Datillio's Sunoco- 794 Shelburne Road, South Burlington

Champlain Farms- 315 Shelburne Road, South Burlington

Champlain Farms- 1041 Shelburne Road, South Burlington

Champlain Farms- 1118 Williston Road, South Burlington

*The City of Burlington may use the WEX Link to gain access to their FTP site for the purpose of reporting associated with the city's Fleet Management Software (RTA).

*Sandri Energy shall set the price of fuels at the dispenser on the day of each delivery using the following formula:

Sunoco Rack price at Burlington, VT terminal + .16c margin plus applicable taxes & freight fees. The City of Burlington DPW shall receive a .06c per gallon discount for using the existing Sunoco Suntrak fleet cards issued to them by Wright Express (WEX).

EXHIBIT A:

SIGNATURE PAGE

The foregoing quote/proposal is hereby submitted by Vendor signed below in accordance with all terms and conditions as set forth in the Request for Quotes issued by Burlington Department of Public Works for the supply and delivery of Diesel and Unleaded to 645 Pine Street, Burlington, Vermont and 216 Leddy Park Rd, Burlington, Vermont. The Vendor understands and agrees to the above specifications and terms of delivery.

VENDOR

Name of Vendor:

By (Signature):

By (Name)

By (Title)

Phone:

Mailing Address:

Email Address:

Web Address (URL):

SANDRI EMAGY
Scott Childs
SCOTT CHILDS
MOTOR FUELS SUEZ MNGR.
802-772-5597
400 CHAPMAN ST. GREENSBORO, NH. 01301
Schilds@sandri.com
www.Sandri.com

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Lee Perry

Title/Subject: City of Burlington Fuel Supply

	Approval:	Meeting Date:
☒	Board of Finance	8/5/2024
☒	City Council	8/12/2024
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/29/2024	Approved by Laura Wheelock, acting Director
Mayor's Office informed and approved memo	Yes	7/30/2024	Approved by Joe Magee
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			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	7/30/2024	Approved by Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	7/31/2024	Approved by Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Proposal included in memo
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.	

MEMO

Date: August 5, 2024
To: Board of Finance
From: Kim Bleakley, Central Facilities Manager, Department of Parks, Recreation & Waterfront
CC: Cindi Wight, Director; Deryk Roach, Parks and Central Facilities Superintendent
Re: City Arts West Window Restoration

I. Purpose

This memo seeks approval to execute all necessary contracts and budget approvals to restore the windows on the west façade of the Burlington City Arts Center.

II. Background

Burlington City Arts Center is located in the historic Ethan Allen Firehouse building which dates from 1889. The north, south and east side windows have been restored in prior years, now only the west façade remains to be completed. It is currently in need of exterior restoration to mitigate any lead paint dangers for employees and the public, and to perform necessary maintenance on historic wood windows. This work will ensure that the iconic building remains in good repair, and a treasured asset to the park and downtown streetscapes.

The work will meet the Secretary of Interior's Standards for the Treatment of Historic Properties, with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings. This project will include interior and exterior painting, restoring damaged window glazing, and repairing wood window components where there is excessive rot.

III. PROCESS

In November 2022 Heritage Environmental Projects provided an estimate to complete the restoration of the north, east, and west windows of the City Arts Center in three phases. Sole source approval to use this contractor was granted by CAO Katherine Schad in December 2022, as Heritage had previously completed the restoration of the south windows in 2018. Preservation Trust of Vermont holds a preservation easement on the building, and approved the proposed work plan in May 2023. Heritage completed the restoration of the north windows in FY2023 (June 2023) and the east windows in FY2024 (July 2023). In May 2024 Heritage reconfirmed their 2022 bid price for the west windows.

IV. PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project comes from Facilities Capital and was approved as part of the FY '25 budget and Facilities Capital Contingency. The Capital Committee approved this budget, prior to the City Council approving the budget.

Funding Sources & Budget	
Facilities Capital Project Budget FY '25	\$60,000.00
Facilities Capital Contingency	\$24,000.00
Total Budget	\$84,000.00



Contractor bid	\$80,000.00
~5% Contingency (on above items)	\$4,000.00
Total Project	\$84,000.00

The contingency on the bid amount above is intended to cover any unanticipated costs that may come up as part of the restoration.

V. SCHEDULE

The anticipated project schedule is as follows:

- May 2024: Contractor confirms bid price for proposed work
- August 2024: Board of Finance approval
- August 2024: Contract signed
- September 2024: Construction start date to accommodate BCA gallery schedule

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and authorize the execution of a contract with Heritage Environmental Projects, Inc., for a price not to exceed \$80,000.00, to complete exterior window restoration at the Burlington City Arts Center, plus a project contingency of \$4,000.00, for a total authorized project expenditure not to exceed \$84,000.00; and, to authorize Cindi Wight, Director of Parks, Recreation & Waterfront, to execute the contract, any related documents, and any future amendments needed to carry out the project and utilize the contingency as necessary, subject to review by the City Attorney's Office.

Board of Finance and City Council Submission ChecklistDepartment: BPRW Submitter: Kim BleakleyTitle/Subject: BCA Exterior West Window Renovation

	Approval:	Meeting Date:
☒	Board of Finance	8/5/2024
☐	City Council	Click or tap to enter a date.
☐	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	7/23/2024	Cindi Wight
Mayor's Office informed and approved memo	Yes	7/31/2024	Erin Jacobsen
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	Choose an item.	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	7/24/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	7/25/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

MEMO

Date: August 5, 2024

To: Board of Finance and City Council

From: Kim Bleakley, Central Facilities Manager Department of Parks, Recreation & Waterfront

CC: Cindi Wight, Director; Deryk Roach, Parks and Central Facilities Superintendent

Re: Burlington Police Department Front Canopy Renovation

I. Purpose

This memo seeks approval to execute all necessary contracts and budget approvals to renovate the front exterior canopy at the Burlington Police Department located at One North Avenue.

II. Background

The building which houses the Burlington Police Department was originally built in 1938. The building is just over 30,000 SF and is constructed with steel frame and has an exterior insulation and finish system (EIFS) for the exterior finish. In 2014 the City had a Level I assessment done on the building and at that time the building was found to be in fair to poor overall condition.

The front entrance to the building has been deteriorating. The prominent columns which welcome the public and employees are failing to the point where they are unsafe. The lighting does not work well any longer for either illuminating signage or for general safety and security of the building. Our goal in having the canopy renovated is twofold: First is to make the canopy area safe for all who enter the building. We will rebuild the front to make sure that the deteriorating columns and front canopy do not cause debris to fall on people. Second, to make the building welcoming to all who enter. This will create a vibrant, attractive and safe entry into the building for Burlingtonians.

In the Spring of 2023, local architect G4 Design Studios was interviewed and hired to create bid set drawings and specifications to move this project forward. Their hard work was immediately met with approval from the City Facilities Division and Police Department. They have designed an exciting entryway with low maintenance finishes to look welcoming for years to come.

The full scope of work for this project will include: removing the failing canopy and column finishes, installing a new ADA public access communication device, installing new lighting and adding signage. We will also upgrade the exterior finishes to include metal wall panels, exterior painting and high-performance coatings to specified area.

III. PROCESS

In March of 2023 the City hired local architect G4 Design Studios to create construction ready plans and specifications to renovate the front canopy. In June of 2024 the City issued a Request for Proposals (RFP) for the above-referenced project, publicly advertising on the City webpage and inviting local contractors to bid. Two companies bid on the project and the bids received are shown in the following table:



	Contractor 1	Contractor 2
	Polli Construction	Farrington Construction
Base Bid	\$ 174,175.00	\$ 365,325.00
Add Alternate 1 (Concrete Curbing)	\$19,855.00	\$ 5,750.00
Total Bid	\$195,030.00	\$ 365,895.00

Polli Construction, Inc. is a South Burlington based general contractor with over 30 years of experience. Polli has performed work satisfactorily for the City through BPRW on previous occasions. Their proposal and references were evaluated by BPRW staff and found to be satisfactory in terms of experience, qualifications, and clarity and completeness of their proposal.

BPRW seeks approval to award the project to the low bidder, Polli Construction and to proceed with both the Base bid and Add Alternate #1 for this project.

IV. PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project is coming from Capital Outlay Bond Expenditures and FY25 Facilities Capital Contingency. This budget was approved by the Capital Committee prior to the budget being approved by City Council.

Funding Sources & Budget	
Capital Outlay Bond Expenditures	\$166,000
FY25 Facilities Capital Contingency	\$25,175
Total Budget	\$191,175
Contractor bid	\$174,175
~10% Contingency (on above items)	\$17,000
Total Project Estimate	\$191,175

The contingency on the bid amount above is intended to cover any unanticipated costs that may come up as part of the project. Due to cost, we are choosing to not move forward with the alternate curbing for this project.

V. SCHEDULE

The anticipated project schedule is as follows:

- 06/05/2024: RFP issued for Burlington Police Department Canopy Renovation
- 8/5/2024: Board of Finance approval
- 8/12/2024: City Council approval



- 8/13/2024: Contract signed
- September 2024: Construction begins

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the execution of a contract with Polli Construction, Inc., for a price not to exceed \$174,175 for the Burlington Police Department Canopy Renovation project, and to authorize a project contingency in the additional amount of \$17,000, for a total authorized project expenditure not to exceed \$191,175; and, to further authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract, any related documents, and contract amendments needed to carry out the project and utilize the contingency as necessary, subject to the review of the City Attorney's Office.

City Council Motion:

To approve and authorize the execution of a contract with Polli Construction, Inc., for a price not to exceed \$174,175 for the Burlington Police Department Canopy Renovation project, and to authorize plus a project contingency in the additional amount of \$17,000, for a (total authorized project expenditure request including contingency not to exceed \$191,175); and, to further authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract, and any related documents, and contract amendments needed to carry out the project and utilize the contingency as necessary, subject to the review of the City Attorney's Office.

Board of Finance and City Council Submission ChecklistDepartment: BPRW Submitter: Kim BleakleyTitle/Subject: Burlington Police Department Canopy Renovation

	Approval:	Meeting Date:
☒	Board of Finance	8/5/2024
☒	City Council	8/12/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/24/2024	Cindi Wight
Mayor's Office informed and approved memo	Yes	7/31/2024	Erin Jacobsen
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	7/24/2024	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	7/25/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



**City of Burlington
Fleet Committee**

645 Pine Street
Burlington, VT 05402
802.863.9094

Date: August 5, 2024

To: Board of Finance/City Council

From: Fleet Committee
Chapin Spencer, Director Public Works
Katherine Schad, Chief Administrative Officer
Cindi Wight, Director of Parks, Recreation, & Waterfront
Michael Lachance, Fire Chief
Deryk Roach, Parks Maintenance & Operations Supervisor
Lee Perry, DPW Division Director – Maintenance Division
Ashley Parker, Capital Program Director
Shannon Trammell, Police
Wade Labrecque, Police

Subject: FY25 Vehicle Purchase Recommendation

REQUEST:

The Fleet Committee requests the Board of Finance (BOF), approval, and recommendation to City Council, for the proposed FY'25 vehicle purchase recommendations and approval to sell at auction the vehicles being replaced.

BACKGROUND:

Annually, the City's interdepartmental Fleet committee, staffed by the Department of Public Works (DPW) Fleet Manager Dave Hammond, coordinates fleet purchases for the General Fund (GF) and several enterprise/special revenue funds in order to realize cost savings and provide management oversight. Per the City of Burlington Fleet Policy, the Fleet Manager and the Maintenance Division Director meet with each Department head, or their designee, to review their annual recommended Fleet replacements and receive input on upcoming vehicle/equipment needs. With that information, the Fleet Manager researches electric and hybrid options for each item, calculates the carbon pricing on fossil fuel options, and make his recommendations to the Fleet Committee. The Committee reviewed the Fleet Manager's list of needs via email, prior to the Fleet Committees quarterly meeting on July 18, 2024, where the list was discussed and reviewed further. The Committee then recommended the following purchase list for review and approval by the TEUC, Board of Finance, and City Council.

The Fleet Committee has identified and is recommending (4) vehicles/equipment to be replaced in FY25. The vehicles/equipment to be replaced and purchased are for enterprise/special revenue departments only. This is due to the lack of funding for GF Fleet vehicle/equipment purchases. GF Departments that are able to acquire grants or have other identified funding sources outside of the GF, will be allowed to make requests to purchase vehicles/equipment with Chief

Administrative Officer (CAO) approval in FY25. The FY25 GF Fleet budget is focused on supporting all FY25 GF lease payments for vehicles that have already been purchased. (See Attachment A for Fleet Funding History).

The recommended purchase list has been reviewed by Burlington Electric Department (BED), who provided additional recommendations and shared available incentives which further refined the purchase list through the lens of the City's 2030 NetZero goals. The Fleet Committee has worked hard to balance two key policy goals – the City's 2030 Net Zero energy goal and the City's operations and safety goal to replace as much of the fleet that is at end of life as possible – while also managing the identified financial constraints. The FY25 vehicle purchase recommendation, and approval to sell replaced vehicles, were recently approved by the City's Transportation, Energy, and Utilities Committee, July 22, 2024. The motion was approved unanimously, however there was a recommendation by Committee member Councilor Litwin, in regard to the RFQ process. Councilor Litwin suggested the Fleet Committee explore the possibility of inserting language in the RFQ that would include, "certified pre-owned vehicles and equipment" in addition to new, as an option vs. purchasing only new. The Fleet Committee will discuss this option at its upcoming quarterly meeting on October 10, 2024. (see Attachment B for Fleet replacement list).

General Fund Fleet Funding:

Over the last two fiscal years, General Fund Fleet has not had sufficient revenues to purchase new vehicles or cover existing lease payments for vehicles/equipment. This has led to a freeze on purchasing new vehicles/equipment for General Fund Departments, while keeping the focus on supporting existing leases.

In FY24, the lease payments were the focus for funding, and revenues were pulled from multiple places to support the ~\$1M need in FY24. This strategy included using all remaining FY23 Gains, one time funding of \$400,000 from Unassigned Fund Balance, some insurance reimbursement, and Police and Fire impact fee revenue. The CT Office is currently working to finalize revenue transfers for this fiscal year.

FY25 Lease Payment Funding:

At this time, the Fleet Team and CT Office, has identified the available funding sources to support FY25 Master Lease payments in the amount of \$943,425 (not including Recycling). While we have funds to support existing fleet, we do not have enough money to sustainably replace vehicles so there is still a lot of work that needs to be done to identify additional available revenues to support the purchase of General Fund Fleet.

The FY25 includes increased General Fund support in the DPW Equipment Maintenance budget to support FY25 General Fund lease payments. This includes utilizing leftover funds from DPW's salt budget in FY24 (\$100,000) and additional General Fund monies (\$802,425). The Fleet Manager is also expecting to bring in \$41,000 in Gains that will be put towards the FY25 lease payments. In addition, the CT Office is working to determine how best to take advantage of available tax credits for the previous purchase of EVs. Any credits received would go towards creating a sustainable Fleet reserve to support lease payments or the purchase of new Fleet. See initial revenue breakdown in the table below.

Proposed FY25 GF Lease Payment Revenue	
FY25 Gains	\$41,000.00
General Fund – Equipment Maintenance	\$902,425.00
Total:	\$943,425.00

Deferred Fleet Vehicles:

When it became apparent that funding for Fleet vehicle/equipment replacement had run out, and there was no immediate funding strategies to support future Fleet purchases, replacement of GF Fleet vehicles and equipment was deferred. The deferred list currently has (76) vehicles/equipment from various GF departments totaling about \$5.4M. Of the 76 deferred vehicles, seven (7) of these are vehicles in urgent need of replacement. This list is including vehicles/equipment that had to be deferred for FY25. There are a few items on the overall deferred list that have, and can be deferred for a number of years, because they are limited use, have limited wear, and are not expensive to maintain.

In addition to developing a strategy to fund General Fund Fleet replacement, there is also a need to fund DPW's fleet maintenance operations to ensure that there are enough resources to adequately maintain and repair existing fleet, especially considering the age and number of deferred vehicles. Supporting this effort would likely involve a combination of increased funding for DPW Equipment Maintenance personnel and parts expenses.

As the overall size of the City's Fleet has grown over these past few years, the number of Fleet Maintenance staff numbers has stayed stagnant. National standards show that based on the size of our fleet, and the amount of Fleet Technicians (7), the ratio of Fleet Technicians to assets are skewed. A Fleet Utilization Assessment Report completed in 2018 by Management Partners, suggested the addition of a service writer, and two extra help positions that would be responsible for obtaining parts, shuttling vehicles/equipment and other shop-oriented tasks, that currently take up valuable staff time (i.e.: the Fleet Technician, Inventory Control Specialist, and Fleet Manager). Based on recent data from our Fleet Management Software (RTA), Fleet Maintenance performed an exercise in March of 2023, comparing staff size to the amount of assets per General Fund Departments, and Revenue/Special Revenue Departments. Using national standards Vehicle Equivalent Units (VEU), the exercise showed that staff numbers should be ~9.5 Fleet Technicians for General Fund Departments, and ~3 Fleet Technicians for Special Revenue Departments, or 12.5 Fleet Technicians overall.

Our current staff of 7 Fleet Technicians are trying to keep up with preventative maintenance and repairs. The Department has also outsourced larger repairs using our Contractual Vehicle repair budget. As our Fleet continues to age, with no sustainable replacement funding, costs for these repairs, will only continue to increase.

(See Attachment C urgent need deferred list)

City's NetZero by 2030 Goal – Fleet Update:

DPW Fleet has worked to advance the electrification of the City fleet where possible. This is based on the needs of the Department, whether the EV technology can support those needs, as well as the consideration of whether the EV can provide safe and efficient service to the City's residents. All new proposed fleet purchases will be reviewed for potential EV replacements. The progression of the electrification of our fleet can be seen in Attachment D.

It is important to note again, that there are no funds allotted for GF vehicle replacement in FY25, and the coming fiscal years. Until a strategy for funding these purchases is implemented, the City's priority is funding the existing GF fleet leases.

The Fleet Committee, with direction from the previous Administration, has been working with Move EV, a consultant that specializes in assisting municipalities in Fleet electrification. They have been working on the following items:

- An overview of the City's current Fleet situation, including an options report focused on insights into current operations, costs, and emissions.
- Identification of strategic improvement opportunities, service providers, vehicles, fueling, and financing strategies.
- Recommendations for changes to the City's current Fleet Policy.
- Development of a new fleet electrification plan and timeline.
- A review of the City's current driving reimbursement policy and process.
- A review of fleet vendors, assessments and savings opportunities.
- Help with identifying and responding to grant and incentive opportunities.

The Fleet Team hopes that their final report will provide the City with a Fleet electrification road map that can be incorporated in an efficient and cost effective way. Staff expects this report to be wrapped up this August or September.

SUGGESTED BOARD OF FINANCE MOTION:

1. To approve and recommend the City Council approve the proposed FY'25 Fleet Purchasing List as detailed in Attachment E cost chart, and authorize the Director of the Department of Public Works to purchase the vehicles listed therein, for a total authorized expenditure in an amount not to exceed \$343,200.00; and
2. To approve and recommend that the City Council authorize the Chief Administrative Officer to increase the foregoing authorization if necessary by not more than 15% by budget-neutral amendment, without further approval from the Board of Finance or City Council; and
3. To approve and recommend that the City Council authorize the Director of the Department of Public Works or designee to dispose of the FY25 replaced vehicles/equipment through any of the following means, as they shall in their reasonable judgement determine to be in the City's best interest, and to take such further actions and execute such further instruments approved as to form by the City attorney as may be necessary or convenient to effectuate the transactions contemplated hereby: auction the vehicles/equipment through any of various online public auctions; by trade - in where vehicle/equipment is being purchased; or, if the vehicle is of no value to the vendor, Fleet Maintenance will have the vehicle/equipment, hauled away for scrap at the current market price.

SUGGESTED CITY COUNCIL MOTION:

1. To approve the proposed FY'25 Fleet Purchasing List as detailed in Attachment E cost chart, and authorize the Director of the Department of Public Works to purchase the vehicles listed therein, for a total authorized expenditure in an amount not to exceed \$343,200.00; and
2. To approve and recommend that the City Council authorize the Chief Administrative Officer to increase the foregoing authorization if the necessary by not more than 15% by budget-neutral amendment, without further approval from the Board of Finance or City Council; and
3. To approve the Director of the Department of Public Works or designee to dispose of the FY25 replaced vehicles/equipment through any of the following means, as they shall in their reasonable judgment determine to be in the City's best interest, and to take such further actions and execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the transactions contemplated hereby: auction the vehicles/equipment through any of various online public auctions; by trade - in where vehicle/equipment is being purchased; or if the vehicle is of no value to the vendor, Fleet Maintenance will have the vehicle/equipment, hauled away for scrap at the current market price.

ATTACHMENT A:

Fleet Funding History:

Below is a brief timeline of how funding was supported for the City's fleet, and how it has changed over time. It provides the framework for understanding how the past has shaped the present and may provide guidance for helping us determine a new strategy focused on long-term sustainability.

- FY12-FY15: There was a moratorium on the purchase of new vehicles due to the City's financial challenges.
- FY16: The City began to purchase new vehicles again – this time utilizing FY17 a master lease. At this time, an informal fleet team started creating a list of vehicles needed each year to help the City forecast needs over time.
- FY17: A sustainable infrastructure bond replaced 3 fire trucks for \$3.3 million.
- FY17-FY18: The fleet team began creating a spreadsheet to track sustainable investment in fleet. The strategy of using master leases was working, but projections were showing financial challenges for fleet funding in out years due to increased debt payments.
- FY18: The City contracted with a fleet consultant to review how fleet was structured and recommend improvements. This resulted in a new Fleet Policy, the Fleet Committee, and a spreadsheet of needs from the consultant.
- October 24, 2019: The Fleet Policy was approved by the City Council.
- FY20: The Fleet team estimated that the sustainable fleet replacement need was approximately \$2,700,000/year. Up to this point, fleet funding had been by department. As part of the Fleet Committee and Fleet Policy development, all fleet related resources were pooled across departments into one location in order to create efficiencies in purchasing and revenues.
- FY20-FY22: It appears due to staff transitions and focus on the pandemic that during this time staff lost track of the strategic focus on need for General Fund money for lease payments.
- FY23: The Fleet Team requested the use of \$715,000 of General Fund monies to support lease payments in FY23, as we were reaching the end of the Fleet reserve funds. At that time, the Fleet Team communicated that lease payments in FY24 & FY25 were going to require the same significant General Fund support.
- FY24: Freeze on the purchase of new vehicles for General Fund Departments and a focus on the funding of FY24 General Fund lease payments. The City approved, and funded an electrification and revenue generating study to be done by Move EV, a consultant that helps organizations and municipalities transition fleets and employees to electric vehicles faster, and funnel federal and state money to municipal employees and residents.
- FY25: Freeze on the purchase of new vehicles for General Fund Departments and a focus on the funding of FY25 General Fund lease payments.

Over the last several fiscal years, through effective coordination and purchasing vehicles through master leases, the City was able to make significant reinvestments in its municipal fleet. Now the City is entering a very challenging multi-year fiscal year period for multiple reasons:

- As discussed above, vehicle replacement funding was pooled from Police, Public Works and Parks starting in FY20. However, not all revenues from pooling vehicle replacement funding from Police, Fire, Public Works and Parks were able to be kept each fiscal year for fleet needs due to shortfalls in General Fund operating budgets.
- Several recent revenue ballot items were not successful at the ballot box (Fall 2021 \$40M capital bond proposal and FY23 proposed municipal tax increase).
- After multiple years of financing to purchase new vehicles, the City is now carrying significant debt service payments for vehicles previously received.
- The Fleet Team is also continuing to manage constraints within the vehicle industry related to ordering and purchasing of vehicles and equipment. This includes delays in vehicle manufacture and delivery for both internal combustion and electric vehicles.
- With existing fleet funding limited to gains (revenue from selling older vehicles), remaining fleet reserve funds, and some impact fees; alternative sources of funding will need to be identified to support that ~\$1M/year in lease payments through FY25. There will continue to be a ~\$2M/year need to replace the City's fleet, though this number will likely be higher as the deferred list has increased over the last two years. As noted in the memo, the current deferred vehicle replacement list is valued at \$5.4M.

ATTACHMENT B:

Fleet Replacement List:

Department	Equip. #	Year	Make	Model	Purchase Cost	Replacement Interval	Replacement Date
Parking Enforcement	PE 1709	2017	Ford	Focus	\$35,000	7	2024
Police	P47	2001	Pace	Cargo Sport	\$2,398	15	2016
Water	Z05	2013	John Deere	75G Excavator	\$108,000	10	2023
Water	Z314	2015	Ford	F550	\$49,800	10	2025

ATTACHMENT C:**Urgent Need Deferred List:**

General Fund Fleet - FY25 Urgent Replacements						
Dept	Equip #	Year	Make	Model	Description	Replacement Cost
Fire	FA5	2014	Ford	F-450	Rescue	\$450,000.00
Police	P06	2016	Ford	Explorer	Supervisor	\$88,735.00
Police	P09	2015	Ford	Explorer	Supervisor	\$88,735.00
					Line	
Police	P10	2016	Ford	Explorer	Cruiser	\$88,735.00
					Line	
Police	P11	2017	Ford	Explorer	Cruiser	\$88,735.00
Police	P34	2015	Ford	Taurus	Detective	\$50,000.00
Parks	PR47	2016	Jacobsen	HR9016T	Mower	\$130,000.00
Total:						\$984,940.00

ATTACHMENT D:**Progression of Fleet Electrification:**

	FY19	FY20	FY21	FY22	FY23	FY24	FY25	AVG	TOTAL
ELECTRIC	0	1	6	7	4	3	1	3.14	22
HYBRID	5	3	4	6	1	2	0	3.14	21
TOTAL FLEET									
PURCHASE	13	16	28	24	18	7	5	15.86	111
% OF EV	0%	6%	21%	29%	22%	43%	2%	20%	20%

***Does not include trailers, bicycles, other non-powered equipment, or Burlington Electric Department vehicles.**

***Includes Water Resources and Traffic/Parking Services vehicles/equipment.**

ATTACHEMENT E:

Cost chart. (See attachment in packet)

Department	Division	Vehicle ID	Vehicle	Recommendation	Replacement Interval	Lease Duration Years	Funds From Parking Services	Funds From Impact Fees	Funds From Water Resources	Vehicle Units	Cost of Carbon		Total Cost				
											Fossil Fuel	Hybrid/CNG	Fossil Fuel Purchase Cost	Hybrid/CNG(after rebates)	Total Vehicle Purchase Price w/ Cost of Carbon	Electric	Rebate
Parking Enforcement	Parking	PE1709	Ford Focus	Electric	7		1			1	\$1,800	\$1,200	\$24,000	\$37,000	\$38,200	\$40,000.00	\$2,300.00
Police	Police	P47	Range Trailer		15			1		1	N/A	N/A	\$7,500	N/A	N/A	N/A	N/A
Water Resources	Water Distribution	Z05	John Deere Excavator	Fossil Fuel	10	7			1	1	N/A	N/A	\$165,000	N/A	N/A	N/A	N/A
Water Resources	Water Distribution	Z314	Ford F550	Fossil Fuel	10	7			1	1	\$8,600	N/A	\$120,000	N/A	128600	N/A	N/A
Total								1	2	4	\$10,400	\$1,200.00	\$316,500	\$37,000.00	\$166,800	\$37,700.00	0
FY25 Vehicles Leased Annually @ ~4.5%		Lease Term		Value	Number of Leases												
Water Resources		7 year		\$285,000	2												
Total Including Interest				\$298,000	2												
Total FY25 Fleet Purchase Amount	\$343,200																

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Lee Perry

Title/Subject: FY25 Fleet Purchases

	Approval:	Meeting Date:
☒	Board of Finance	8/5/2024
☒	City Council	8/12/2024
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/26/2024	Approved by Chapin Spencer
Mayor's Office informed and approved memo	Yes	7/30/2024	Approved by Joe Magee
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			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	7/30/2024	Approved by Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	7/30/2024	Approved by Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Cost chart sent as an attachment
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.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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(802) 865-7144 • (802) 865-7024 (FAX)
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MEMORANDUM

To: Board of Finance
City Council

From: Brian Pine, Director of CEDO
Rachel Jolly, Assistant Director, CJC
Lynn Reagan, Acting Director of Human Resources
Tim Clancy, Human Resources Manager

Date: July 25, 2024

RE: Creation of one position at CJC

Executive Summary

We propose creating one new position in the Community Justice Center (CJC):

- Data Communications and Operations Specialist, a Limited Service, Full-time, Union, Grade 14, position.

Background:

For part of the past year, the Burlington Community Justice Center has held a part-time, temporary Court Diversion Administrative Assistant position, enabled by one-time funding from the VT Attorney General's Office (AGO), to help us catch up with a backlog of data entry. Thanks to an increase of funding from the AGO for FY25, we are now able to create a new, hopefully permanent position to help the CJC more broadly with ongoing administrative, data and communication needs.

This request comes simultaneously with our separate memo seeking approval for the FY25 AGO contract amendment for \$632,522. We are also expecting an additional amendment from the AGO of \$36,400 in the next few weeks, however, the position was fully budgeted in the FY25 approved budget without this additional money. This position is funded through a split of CEDO General Fund (25%), CJC General Fund (25%) and AGO money (50%), prior to the amendment being received. Once that is confirmed, we anticipate only splitting the position between AGO and CJC General. While we anticipate we will be able to continue to support this position permanently, until more is known about the FY26 AGO and General Fund budgets, we are proposing a Limited Service position.

Motions

Board of Finance Motion:

To approve and recommend that City Council approve the creation of the Data, Communications and Operations Specialist position within CEDO, a Limited Service, Full-time, Union, Grade 14, position.

City Council Motion:

To approve the creation of the Data, Communications and Operations Specialist position within CEDO, a Limited Service, Full-time, Union, Grade 14, position.

City of Burlington Job Description

Position Title: Data, Communications, and Operations Specialist

Reports to: Manager of Court Diversion and Pretrial Services

Pay Grade: 14

Job Code:

Status: Limited Service, Full Time

Union: Yes

General Purpose:

The CJC Data, Communications & Operations Specialist is a guiding force behind collecting, analyzing and visualizing CJC data at the direction of the CJC Director and in collaboration with program managers. This position helps the City live up to its commitments to community connection/engagement, open data, transparency and innovation. The position also helps manage 'front end' responsibilities, including greeting visitors, maintaining a welcoming workspace, and helping with administrative needs.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed with this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment: state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of this position.)

Responsibilities:

Data Collection & Communication (50%)

- Assist in the distribution, collection, and documentation of feedback surveys and other forms of data collection
- Assist with data entry (on Law Manager and Sharepoint trackers) including but not limited to, participant personal information, case information, and case updates
- Collect, enter, and share data as required by CJC programs
- Identify and monitor community growth opportunities
- Provide data entry and analytical support to the team, including the development of internal management reporting capabilities regarding the annual report
- Design and implement data collection instruments, devices and procedures, including extracting information from core City systems.
- Use computer databases, electronic spreadsheets, desktop publishing, word processing, and statistical applications to manipulate, analyze, and present data.
- Create regular and recurring reports which include effective data visualizations or maps of meaningful metrics set by the Data Committee and programmatic teams.
- Manage internal and external communication:
 - Maintain a database of media organizations and contacts within them.
 - Manage the company's or organization's social media communications
 - Write, edit, and distribute various types of content, including material for a website, press releases, annual reports, and other types of content that take the message to the public.

Administrative Support (35%)

- Maintain organization of participant trackers on Sharepoint
- Provide administrative support with other Burlington Community Justice Center staff when necessary, such as closing out YSASP tickets, including data entry in the Law Manager database, and processing physical tickets for police departments and the Judicial Bureau.
- Act as a consistent presence in the CJC office, including greeting visitors, handling incoming and outgoing mail, general email inbox/inquiries to ensure timely responses and follow-up by appropriate staff, as needed
- Maintain a clean and welcoming ‘front end’ for the CJC and its guests, including lobby and entry way

Fundraising & Development (15%)

- Assist with the implementation and management of the annual fundraising plan and provide organizational support to any fundraising activities
- Lead administrative aspects of individual giving, corporate giving, and grant management including donor research, data management, donor communications, preproposal and grant application development, tracking, and reporting.

Other Job Functions:

- Attends monthly CEDO and CJC staff meetings and trainings when appropriate
- Actively participates in full-staff Race and Justice discussion groups
- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Education and at least two years of experience in data collection, analysis, statistics, communications or another relevant field. Ideal candidate has experience with work related to restorative or criminal justice.
- Experience presenting or communicating data analysis results to the public with multiple stakeholders, data sources and types of data is preferred.
- Proficiency in extracting data from databases (i.e. writing queries using Microsoft Access)
- Demonstrated strong organizational skills.
- Strong communication and customer service skills, including written, phone, and interpersonal.
- High standards of confidentiality, attention to detail, record keeping and follow through required.
- Ability to work in a team environment, while also working independently as necessary.
- Computer literacy necessary. Proficiency in Microsoft Office Suite 365 required.
- Ability to understand and comply with City standards, safety rules and personnel policies.
- The City of Burlington is committed to diversity, equity, and inclusion. We strongly encourage BIPOC, people with disabilities, LGBTQ applicants, and people from other

underrepresented groups to apply recognizing and respecting that diverse perspectives and experiences are valuable to our team and essential to our public service.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

☒ seeing	☐ ability to move distances	☐ lifting (specify)
☐ color perception	☐ within and between	☐ pounds
☐ (red, green, amber)	☐ warehouses/offices	☐ carrying (specify)
☒ hearing/listening	☐ climbing	☐ pounds
☒ clear speech	☐ ability to mount and	☐ driving (local/over
☒ touching	☐ dismount forklift/truck	☐ the road)
☒ dexterity	☐ pushing/pulling	
☐ hand		
☐ finger		
☐ reading - basic	☒ math skills - basic	☒ analysis/comprehension
☒ reading - complex	☐ math skills - complex	☒ judgment/decision
☐ writing - basic	☒ clerical	☐ making
☒ writing - complex		
☐ shift work	☐ outside	☐ pressurized equipment
☒ works alone	☐ extreme heat	☐ moving objects
☒ works with others	☐ extreme cold	☐ high places
☒ verbal contact w/others	☐ noise	☐ fumes/odors
☒ face-to-face contact	☐ mechanical equipment	☐ hazardous materials
☒ inside	☐ electrical equipment	☐ dirt/dust

Supervision:

n/a

Approvals:

Department Head: _____

Date: _____

Human Resources: _____

Date: _____

Board of Finance and City Council Submission ChecklistDepartment: CEDO Submitter: Rachel JollyTitle/Subject: Creation of new CJC position: Data, Communications and Operations Specialist

	Approval:	Meeting Date:
☒	Board of Finance	8/5/2024
☒	City Council	8/12/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/24/2024	Brian Pine
Mayor's Office informed and approved memo	Yes	7/25/2024	Erin Jacobsen
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		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/25/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	7/25/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	7/24/2024	Tim Clancy
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?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Job Description
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.



Burlington Fire Department

136 South Winslow Avenue
Burlington, Vermont 05401-8378

(802) 864-4554 • (802) 658-2700 (TTY)

Business Fax (802) 864-5945 • Central Station Fax (802) 865-5387



To: Board of Finance, City Council, Mayor Mulvaney-Stanak

From: Stephen J. Petit, Deputy Chief of Administration

Date: August 5th, 2024; August 12th, 2024

Re: Burlington Fire Department – Lateral Hiring

The Burlington Fire Department seeks approval and authorization to implement a lateral hiring process for experienced firefighter-EMTs, in a manner similar to the lateral hiring process that has been used by the Burlington Police Department for over a decade. The current collective bargaining agreement (CBA) with the Burlington Firefighters Association (BFFA) does not address lateral hiring specifically; accordingly, we are seeking approval for a stand-alone memorandum of understanding with the Burlington Fire Fighters Association to address rates of pay, seniority, promotional opportunity, and pension. This proposal is in response to recruitment, retention and staffing challenges experienced by the department over the past several years. Implementing a lateral hiring process is an immediate priority for the fire department, as it would allow us to address existing and projected vacancies. We believe our proposed lateral hiring process is competitive and provides a means to diversify our workforce by attracting quality candidates from career fire departments throughout the country.

Proposal

We are seeking approval to move forward with the recruiting and hiring of experienced firefighter/EMTs via a lateral hiring process. For several years, we have faced the challenge of accessing sufficient qualified applicants to fill our recruit academies and existing employee vacancies. We recognize that we have limited our applicant pool by not providing reasonable means to allow for an experienced firefighter/EMT to make the career move to our department without experiencing a negative financial impact. Additionally, as a result of hiring solely inexperienced, entry-level firefighters, the current recruit academy is twenty-two weeks long. Approval to implement a lateral hiring process would allow us to recruit experienced candidates, reducing the recruit academy down to between four and six weeks in duration. This would provide a significant financial benefit, as the department could more quickly fill vacancies that

are impacting minimum staffing, thus reducing overtime and mandatory overtime. Additionally, we have been taking a person from shift work (who would normally count toward minimum staffing) for the duration of the recruit academy, and with a condensed recruit academy, the impact would be further minimized. Also associated with these proposed changes, reducing the likelihood and frequency of mandatory overtime has a positive impact on employee satisfaction and improves our ability to retain current employees. Furthermore, because we would be recruiting candidates with experience in the same occupation, working in a similar environment, we could use the candidate's prior work performance to more accurately predict future performance, with the objective of improving retention.

We are proposing to bring experienced candidates in on a pay scale option the same as that used by the Burlington Police Department when they hire a lateral transfer.

- Candidates are given credit for previous length of service, to allow them to start at a step based on previous experience on a 1:1 basis, with a maximum of Step 6 in the new pay scale.
- Candidate seniority and accruals will be based on the date of hire.
- In an effort to be competitive in the current job market, candidates would be given a length of service credit, at the discretion of the Fire Chief, up to a maximum of 3 years of credit. Lateral hires would receive a maximum 1 year of credit for every two years of prior experience as a career firefighter. This length of service credit goes toward the amount of time an employee would need to be employed by the Burlington Fire Department before being eligible for promotion.

As part of the proposal, we are proposing to provide a similar benefit to our current employees who have not yet been promoted. The nine current employees who would have met the requirements under our proposed lateral hiring process will be given a length of service credit and a step increase based on prior experience. These changes are not retroactive and would go into effect following city council approval and posting of the lateral firefighter position. The cost of the changes to current employees over the remainder of FY25 is \$22,700, assuming a lateral firefighter job posting date of October 1st, 2024.

This proposal has been thoroughly discussed within the fire department administration, the city attorney's office, and the mayor's office, and is fully supported by both the Human Resources Director and the Chief Administrative Officer. The Burlington Firefighters Association has

strongly supported this proposal as well. Implementing a lateral hiring process is a solution to many of our current challenges, and a way to acknowledge specific recommendations contained within the Fire Department Staffing Study.

Funding

The money to fund this is included in the approved FY25 budget. Specifically, we have anticipated that new lateral hires would start at a higher step than an entry level firefighter and plan to use current and anticipated vacancy savings to cover the cost of lateral hiring. We also currently have (1) vacancy and will have an additional vacancy effective October 21st, 2024.

Attachments

1. New Employee Pay Scale
2. Lateral Hire MOU

Board of Finance Motion

To approve and recommend that the City Council authorize the Chief of the Burlington Fire Department to execute a Memorandum of Understanding with the Burlington Fire Fighters association, allowing for the hiring of experienced firefighter/EMTs through a lateral hiring process, subject to the final review and approval of the City Attorney's Office.

City Council Motion

To approve and authorize the Chief of the Burlington Fire Department to execute a Memorandum of Understanding with the Burlington Firefighters Association, allowing for the hiring of experienced firefighter/EMTs through a lateral hiring process, subject to the final review and approval of the City Attorney's Office.

Attachment 1 – New Employee Pay Scale

NEPS - Steps	Base	Base Hourly	AEMT - Weekly	AEMT - Hourly	Medic - Weekly	Medic - Hourly
Probationary Firefighter (NEPS Prob)	1167.46	20.8475	1214.16	21.6814	1284.21	22.9323
Basic Firefighter (NEPS S1)	1225.85	21.8901	1274.88	22.7657	1348.43	24.0791
Firefighter I/1st Year (NEPS S2)	1287.13	22.9845	1338.62	23.9039	1415.85	25.2830
Firefighter I/2nd Year (NEPS S3)	1345.06	24.0189	1398.86	24.9796	1479.56	26.4208
Firefighter II/1st Year (NEPS S4)	1385.40	24.7394	1440.82	25.7289	1523.94	27.2133
Firefighter II/2nd Year (NEPS S5)	1426.96	25.4815	1484.04	26.5007	1569.66	28.0296
FireFighter III (NEPS S6)	1469.77	26.2459	1528.56	27.2957	1616.75	28.8705
NEPS S7	1484.46	26.5082	1543.84	27.5686	1632.91	29.1591
NEPS S8	1499.31	26.7734	1559.28	27.8443	1649.24	29.4507
NEPS S9	1514.31	27.0412	1574.88	28.1229	1665.74	29.7453
NEPS S10	1529.44	27.3115	1590.62	28.4039	1682.39	30.0426
NEPS S11	1544.75	27.5848	1606.54	28.6882	1699.23	30.3433
NEPS S12	1560.19	27.8606	1622.60	28.9750	1716.21	30.6466
NEPS S13	1575.79	28.1391	1638.82	29.2646	1733.37	30.9530
NEPS S14	1591.56	28.4207	1655.22	29.5575	1750.71	31.2627
NEPS S15	1634.04	29.1793	1699.40	30.3464	1797.44	32.0972

NEPS - Steps	Annual -Base	Annual - AEMT	Annual - Paramedic
Probation	\$60,708.00	\$63,136.32	\$66,778.80
NEPS S1	\$63,744.00	\$66,293.76	\$70,118.40
NEPS S2	\$66,931.00	\$69,608.24	\$73,624.10
NEPS S3	\$69,943.00	\$72,740.72	\$76,937.30
NEPS S4	\$72,041.00	\$74,922.64	\$79,245.10
NEPS S5	\$74,202.00	\$77,170.08	\$81,622.20
NEPS S6	\$76,428.00	\$79,485.12	\$84,070.80
NEPS S7	\$77,192.00	\$80,279.68	\$84,911.20
NEPS S8	\$77,964.00	\$81,082.56	\$85,760.40
NEPS S9	\$78,744.00	\$81,893.76	\$86,618.40
NEPS S10	\$79,531.00	\$82,712.24	\$87,484.10
NEPS S11	\$80,327.00	\$83,540.08	\$88,359.70
NEPS S12	\$81,130.00	\$84,375.20	\$89,243.00
NEPS S13	\$81,941.00	\$85,218.64	\$90,135.10
NEPS S14	\$82,761.00	\$86,071.44	\$91,037.10
NEPS S15	\$84,970.00	\$88,368.80	\$93,467.00

Attachment 2 – Lateral Hire MOU

Memorandum of Understanding
Re: Lateral Hires to the Burlington Fire Department

This Memorandum of Understanding (“MOU”) is made by and between the City of Burlington (the “City”), acting by and through the Burlington Fire Department (“BFD” or “Department”); and, the Burlington Firefighters Association, Local 3044 (“BFFA” or “Union”) (collectively “Parties”). This MOU clarifies the Parties’ understanding and agreement with respect to the opportunities for firefighter candidates hired into open positions within the BFD that come to the Department with prior experience and training as firefighter-EMTs (“Lateral Hires” or “Lateral Candidates”); and, recognizes that certain current members came to the BFD with such experience and the asset that experience is to the Department.

WHEREAS, the BFD currently has vacant positions and there is significant time from point of hire until an entry-level firefighter can be trained and count toward manning, which leads to increased overtime and mandatory overtime; and

WHEREAS, the BFD also has experienced extremely low applicant numbers during the previous hiring processes and seeks to increase the applicant pool; and

WHEREAS, the current job market is extremely competitive for applicants, with many employers offering additional incentives; and

WHEREAS, the BFD has an immediate need for experienced and trained firefighter-EMTs; and

WHEREAS, the current Collective Bargaining Agreement between the City and BFFA (“CBA”) and city hiring practices limits the rate of pay for new hires within the BFD and does not provide incentive for experienced firefighter-EMTs to consider employment with the BFD, it presents a challenge to recruit experienced and trained firefighters who are willing to take a pay reduction to transfer to BFD; and

WHEREAS, we desire to retain existing employees who would have met the requirements to qualify as a lateral hire and would benefit from starting at a higher step and would have received a length of service credit toward promotional opportunity; and

WHEREAS, the current CBA is silent on how prior firefighter-EMT experience should be recognized in determining an employee’s grade and title.

NOW, THEREFORE, in consideration of the above recognition and mutual goals, the Parties agree, notwithstanding any inconsistent provision of the CBA, including those in Articles 9.3, 9.4, 9.5, and 10.3, as follows:

1. Lateral Candidates for open firefighter positions shall be eligible to have their prior firefighter-EMT service considered in determining their grade, title, and pay step upon hire, provided that the lateral transfer requirements are met. Such requirements shall be a minimum of one year of fulltime career fire service experience and the possession of NREMT EMT certification. Lateral Candidates meeting or exceeding these requirements shall be eligible to have such service credit applied upon hire as outlined in items 2 and 3. The Chief Engineer shall make the final determination as to whether any Lateral Candidate’s prior experience meets the lateral transfer requirements.

2. Lateral Candidates shall have their prior full-time firefighter-EMT experience assessed by a ratio of one year of service credit for every full year year of prior firefighter-EMT experience, up to a maximum of six years of service credit upon entry. This formula will determine the Lateral Candidate's pay step upon entry to the according to the "New Employee Pay Scale" outlined in Appendix B of the CBA, as well as the employee's grade level and title according to Article 10.3 of the CBA. Thereafter, a Lateral Hire shall advance through the "New Employee Pay Scale" and grade level and title progression in accordance with Section 10.3.
3. A Lateral Hire shall be eligible to have their prior firefighter-EMT experience considered towards the service credit necessary for promotion pursuant to Article9. The prior firefighter-EMT experience will be assessed by a ratio of one year of service credit for every two full years of prior fulltime firefighter-EMT experience, up to a maximum of 3 years of service credit. , upon the review and approval of the Chief Engineer.
4. The above formula shall only apply to new Lateral Candidates as of the date of this MOU. In recognition of the prior experience of existing employees as of the date of this MOU, the Parties agree that such employees will be moved to an appropriate step and be given credit toward the length of service ("LOS") component relative to promotional opportunity. The increases will be banded, based on prior experience, as follows:

Band 1: 1-4 years prior experience	Step Increase & LOS Credit: 1
Band 2: 5+ years of experience	Step Increase & LOS Credit: 2

The step increases will be effective following the execution of this agreement and upon the posting of the lateral transfer position. The step increases and compensation for current employees will not be retroactive. The Parties agree that this banding will only apply to the following employees, as follows:

Employee	Date of Hire	Step Increase	L.O.S. Credit
Frank Rice	4/1/2019	1	1
Ben Shaw	10/5/2020	2	2
Jason S Smith	10/5/2020	1	1
Brian Bettencourt	3/15/2021	1	1
Robert Stratton	3/15/2021	1	1
Brett Sparks	9/27/2021	2	2
Ian McCormick	4/4/2022	1	1
Alec Johnson	12/12/2022	1	1
Randy Marshal	5/28/2024	1	1

5. Prior firefighter-EMT experience upon hire shall not be applied in consideration towards calculation of seniority; accrual of vacation, sick, or any other earned leave time; service credit towards the City's pension system; or, any other provision of the CBA or the City's Comprehensive Personnel Policy Manual. Such credit for such items shall be calculated from the employee's date of hire.

6. The Parties agree that this MOU shall be in force and effect through the end of term of the current CBA: June 30, 2025, unless otherwise agreed in writing between the Parties. Any employee who has received service credit as contemplated herein shall retain that service credit for the duration of their employment with the Department.
7. The above-mentioned terms, beliefs, and conditions are agreed upon by both Parties and shall not be altered or amended unless further agreed upon and reduced to writing by both parties. The Parties further agree that this MOU in no way alters the terms or conditions of the collective bargaining agreement between the City and BFFA.

Dated at Burlington, Vermont this ____ day of August, 2024.

**City of Burlington
Burlington Fire Department**

By: _____

Michael LaChance
Chief Engineer

**Burlington Fire Fighters Association
Local 3044**

By: _____

[Name]
[Title]

Memorandum of Understanding
Re: Lateral Hires to the Burlington Fire Department

This Memorandum of Understanding (“MOU”) is made by and between the City of Burlington (the “City”), acting by and through the Burlington Fire Department (“BFD” or “Department”); and, the Burlington Firefighters Association, Local 3044 (“BFFA” or “Union”) (collectively “Parties”). This MOU clarifies the Parties’ understanding and agreement with respect to the opportunities for firefighter candidates hired into open positions within the BFD that come to the Department with prior experience and training as firefighter-EMTs (“Lateral Hires” or “Lateral Candidates”); and, recognizes that certain current members came to the BFD with such experience and the asset that experience is to the Department.

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WHEREAS, the BFD also has experienced extremely low applicant numbers during the previous hiring processes and seeks to increase the applicant pool; and

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WHEREAS, we desire to retain existing employees who would have met the requirements to qualify as a lateral hire and would benefit from starting at a higher step and would have received a length of service credit toward promotional opportunity; and

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2. Lateral Candidates shall have their prior full-time firefighter-EMT experience assessed by a ratio of one year of service credit for every full year year of prior firefighter-EMT experience, up to a maximum of six years of service credit upon entry. This formula will determine the Lateral Candidate's pay step upon entry to the according to the "New Employee Pay Scale" outlined in Appendix B of the CBA, as well as the employee's grade level and title according to Article 10.3 of the CBA. Thereafter, a Lateral Hire shall advance through the "New Employee Pay Scale" and grade level and title progression in accordance with Section 10.3.
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Randy Marshal	5/28/2024	1	1

5. Prior firefighter-EMT experience upon hire shall not be applied in consideration towards calculation of seniority; accrual of vacation, sick, or any other earned leave time; service credit towards the City's pension system; or, any other provision of the CBA or the City's Comprehensive Personnel Policy Manual. Such credit for such items shall be calculated from the employee's date of hire.

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7. The above-mentioned terms, beliefs, and conditions are agreed upon by both Parties and shall not be altered or amended unless further agreed upon and reduced to writing by both parties. The Parties further agree that this MOU in no way alters the terms or conditions of the collective bargaining agreement between the City and BFFA.

Dated at Burlington, Vermont this ____ day of August, 2024.

**City of Burlington
Burlington Fire Department**

By: _____

Michael LaChance
Chief Engineer

**Burlington Fire Fighters Association
Local 3044**

By: _____

[Name]
[Title]

Board of Finance and City Council Submission ChecklistDepartment: Fire Submitter: DC Stephen PetitTitle/Subject: Fire Department - Lateral Hiring Proposal

	Approval:	Meeting Date:
☐	Board of Finance	8/5/2024
☐	City Council	8/12/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/19/2024	Michael LaChance
Mayor's Office informed and approved memo	Yes	7/19/2024	Erin Jacobsen
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	7/29/2024	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/29/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	7/31/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	7/29/2024	Lynn Reagan
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	Yes	Draft MOU attached
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.



Memorandum

Date: August 05, 2024 / August 12, 2024

To: Burlington Board of Finance / City Council

From: Corey Mims, P.E., Senior Public Works Engineer
Laura Wheelock, P.E., Division Director/City Engineer

CC: Chapin Spencer, Director

Subject: Champlain Parkway Project Final Construction Contract – Award Authorization

Request

The Burlington Department of Public Works (DPW) respectfully request Board of Finance and City Council provide authorization to execute the Champlain Parkway Project Final Construction Contract with Engineers Construction Inc. (ECI), in an amount up to \$14,396,012.50 with an additional \$1,439,601.25 (10%) in contingency funds, totaling up to \$15,835,613.75.

Background

On 9/13/2021 DPW staff presented to the Board of Finance and City Council the South End Construction Coordination Plan which introduced the idea of a two-phase construction of the Champlain Parkway project – as part of an overall sequencing plan for South End capital projects to minimize concurrent construction impacts. With Council support, the Champlain Parkway project team split the project's construction into two separate construction phases, the "Initial" and "Final" phases.

The Initial Construction Contract began construction in June 2022 and is scheduled to be substantially completed by early to mid-September 2024.

By splitting the Parkway project into two separate contracts, the City will soon be able to open the initial contract section (between Home Avenue and Kilburn Street) which has already begun to provide some of the following benefits with the remaining at completion of the initial phase:

- o A new 25-mph grid street between Home Avenue and Lakeside Avenue that will enhance connectivity and resiliency of the South End street network
- o A new stormwater pond and new stormwater sand filter that will take 11.5 acres off the combined sewer system and reduce 6,344 pounds (over 3 tons) of sediment from being discharged into Lake Champlain annually

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).

Champlain Parkway Project Final Construction Contract – Award Authorization

- o New shared use paths providing a continuous ~2 mile off-road bike/pedestrian path from the Pine Street & Locust Street intersection to Queen City Park Road in South Burlington
- o Improved raised intersections at Pine St & Kilburn St, Pine St & Marble Ave, and Pine St & Howard St
- o A new midblock crosswalk Pine St & Arts Riot
- o An enhanced Pine Street with new granite curbs, reconstructed sidewalk with ADA-compliant access ramps on the eastern side, and new top pavement layer with improved surface drainage
- o Undergrounded utilities on Lakeside Avenue between Pine St and the new portion of the Champlain Parkway
- o Renewed water and sewer lines throughout the South End – approximately 4,000 feet of waterlines and 3,000 feet of sewer lines will be replaced
- o Reconstructed rail crossings with new active warning system including new gates in all quadrants, improved bicycle and pedestrian accommodation and improvements to drainage and stormwater features
- o New and restored sidewalk deteriorated sidewalk along Pine Street, Lakeside Ave and Flynn Ave were replaced, and new sidewalk was added on Sears Lane and Home Ave that facilitates pedestrian connectivity where the project intersects these streets.

Project Timeline

DPW Staff issued the final phase bid advertisement on June 11, 2024. At the time of bid opening on July 12, 2024 there were four submitted bids ranging from \$14,396,012.50 to \$17,036,483.70 with ECI being the apparent lowest responsive, responsible bidder at \$14,396,012.50.

On July 18, 2024 the final bid analysis was completed and provided to State and Federal partners for their approval. The result of the bid analysis was that ECI's bid should be accepted. The analysis had failed to indicate a disadvantage to the State in accepting the low bid. State approval and Federal concurrence of the bid analysis was received on July 22, 2024.

The bid process requires contractors to hold their bid for 61 days – a period which ends on September 10, 2024. With the City Council's approval on August 15, the last Council meeting prior to September 10, the DPW will be in a position to secure the competitive bid and execute the construction contract to commence the work. Construction schedule for this final construction phase planned commencement by mid to late September and has a contract completion date of June 30, 2026.

Bids Considerations

ECI's bid was ~42% below the engineer's estimate for the work and will be split between the City and State/Federal partners. There were a number of factors that contributed to the significantly lower than estimated bid pricing.

- o Engineers Estimate was based on observed unit pricing from multiple local and state projects in the area over the last two (2) years as well as the 2-year statewide average bid pricing.
- o Some bid items are seeing a reduction from the inflation experienced in the wake of the COVID-19 pandemic and other economic influences.
- o The competitive bid environment for the final contract was not experienced at the time of the initial contract and is seen as playing a factor in the lower bid prices.

Champlain Parkway Project Final Construction Contract – Award Authorization

- o Since the contract was competitively bid with multiple interested parties the bids came in favorably for the project. Not awarding the contract would likely result in the project seeing increased costs if the project were to be delayed and re-bid at a later date.

Project Funding

Work on this project is split between participating and non-participating expenses. Participating expenses for the final construction contract are approximately \$13,336,812.50. This equates to an approximate total of \$51,168,985.04 in participating costs for the combined construction contracts (Initial and Final phases) and will be eligible for reimbursement at the project's funding split of 95% Federal, 3% State and 2% Local Match as outlined in the Cooperative Agreement, and its Amendments, between the State of Vermont Agency of Transportation and the City of Burlington. The 2% local match comes from Street Capital Funding.

Non-participating expenses for the final contract are approximately \$1,055,450.00. This equates to an approximate total of \$5,398,677.05 in non-participating costs for the combined construction contracts (Initial and Final phases) and are the full responsibility of the City. The non-participating expenses are comprised of contaminated soil disposal, landscaping and select utility upgrades.

With the City's approved FY25 budget, the funding has been secured to award this contract. This includes an additional \$492,257 in Street Capital Funding for the 2% local match, \$1,170,000.00 of FY25 bond proceeds for Non-Participating Expenses for this project based on earlier engineering estimates, and an additional \$16,623.00 of bond proceeds to support public art per the City's 1% Public Art Ordinance. These amounts are projected to cover the City's participating and non-participating expenses for this contract.

MOTIONS

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Public Works to execute a contract with Engineers Construction, Inc. (ECI) in an amount up to \$14,392,262.50 with \$1,439,226.25 (10%) in contingency funds, totaling up to \$15,835,613.75, for the Champlain Parkway Final Construction Contract, subject to the final review and approval by the Office of the City Attorney."

City Council:

1. "To authorize the Director of Public Works to execute a contract with Engineers Construction, Inc. (ECI) in an amount up to \$14,392,262.50 with \$1,439,226.25 (10%) in contingency funds, totaling up to \$15,835,613.75, for the Champlain Parkway Final Construction Contract, subject to the final review and approval by the Office of the City Attorney."

Board of Finance and City Council Submission ChecklistDepartment: Public Works Department Submitter: Corey MimsTitle/Subject: Champlain Parkway Final Construction Contract Award Authorization

	Approval:	Meeting Date:
☒	Board of Finance	8/5/2024
☒	City Council	8/12/2024
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/29/2024	Laura Wheelock (Acting Director)
Mayor's Office informed and approved memo	Yes	7/30/2024	Joe Magee
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	Choose an item.		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	7/30/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	7/31/2024	Kathrine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	
Additional Materials, if necessary	Choose an item.	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.	Click or tap here to enter text.



MEMORANDUM

TO: Board of Finance/City Council

FROM: Mary Danko, Director, Fletcher Free Library

DATE: August 5, 2024 (BOF); August 12, 2024 (CC)

RE: Acceptance of 2A Grants for the Fletcher Free Library's Restoration & Preservation Project for the 1904 Carnegie Building portion of the Library

Request:

The Fletcher Free Library (FFL) is requesting Board of Finance and City Council approval for the City to accept grants from the National Park Service (NPS) and the Vermont Historic Agency of Commerce and Community Development (ACCD) for the Library's Restoration & Preservation Project for the 1904 Carnegie Building portion of the Library. A summary of the grants and matches are as follows:

1. National Parks (NPS): Save America's Treasures (SAT) Grant
NPS - \$500,000
Local Match, Capital - \$500,000
Subtotal - \$1,000,000
2. ACCD: Vermont Historic Preservation Grant
ACCD - \$20,000
Local Match, Facilities Capital Contingency - \$20,000
Subtotal - \$40,000

Please note that the National Endowment Humanities (NEH): Infrastructure and Capacity Building Challenge Grant is also a part of this project and has already been approved and accepted. In summary:

NEH - \$245,425
Local Match, Capital - \$736,275
Subtotal - \$981,700
*Already approved and accepted by City Council on 8/4/2023 (Additional Document: FFL NEH BOF.CC Approval)

The entire total for this project is \$2,021,700.00.

Background of the FFL Restoration & Preservation Project

The Fletcher Free Library (FFL) was founded in 1873 and has proudly inhabited one of the four Carnegie public libraries in Vermont since 1904. Our beautiful Beaux-Arts building was slated for demolition in the 1970s due to a myriad of structural issues. A group of concerned citizens took action to not only restore the original building, but to add the 1981 addition that maintained the individuality and grandeur of the original building that was meticulously designed by famed

architect, Walter R.B. Wilcox.

While FFL programs grow and adapt, the physical building limits opportunities. Our next renovation will transform the interior. Upgraded facilities will bring the building up to today's energy efficiency standards, meet modern technological needs, and serve the community into the future – while preserving a Burlington architectural gem.

The Library has worked on a Vision Plan and then a Schematic Design Project for our interior transformation. During the Schematic Design phase a building assessment was completed and several areas in need of restoration and preservation were noted.

Exterior restoration and historic preservation is a critical first step to the larger renovation. The exterior of the building is decaying and in urgent need of attention to preserve a deteriorating historic landmark, protect and restore one of the largest public buildings in our City and move the Library renovation toward the next phase of interior transformation. The historic windows will be repaired and bricks and terra cotta will be repointed, as per recommendations in a 2022 FFL library assessment, to prepare for the larger renovation.

All three grants come together at a crucial time which allows FFL to maximize exterior renovation of the Carnegie Building.

The Restoration & Preservation Project is a continuing project from the Schematic Design SD Phase. Dore + Whittier has been approved to continue this work as per the original SD RFP that stated:

Future Design/Administration Phases:

The Fletcher Free Library Building Committee (FFL BC) reserves the right to extend the contract with the awarded architect to include future design phases without advertising or to advertise for Architectural Services as best fits the needs of the Committee. The specific scope and fee of future phases will be determined at that time. Respondents must demonstrate to the satisfaction of the FFL BC their capability to perform this scope of work to be deemed qualified. There may be a year or more between the Schematic Design and Detailed Design phases.

Please see Appendix B.

Project Budget & Funding: The NPS grant requires a 1:1 match for projects of this Save America's Treasures Grants that was received through a Congressionally Directed Spending (CDS) request by Senator Patrick Leahy. Federal funds would contribute \$500,000 for the proposed project. The grant does not allow operational budgets as a source of matching funds and requires that local match funds be restricted for the purpose outlined in the grant proposal. The City's Capital Committee reviewed a request for the \$500,000 local match requirement in March 2024 and subsequently approved it. This match will be split over two fiscal years, with \$250,000 likely coming from FY24 Bond Premiums in FY25.

The ACCD grant requires a 1:1 match for Vermont Historic Preservation Grants. ACCD funds would contribute \$20,000 for the proposed project. City Facility funds will provide the \$ 20,000 match out of Facility Capital Contingency.

The NEH grant that was already accepted and approved will need a change in the funding expenditures due to the delayed progress on starting the project. The current estimated expenditures in Fiscal Years are as follows:

	FY 25	FY 26	Totals
NEH Grant Expenses	\$28,510.00	\$216,915.00	\$245,425.00
NPS Grant Expenses	\$250,000.00	\$250,000.00	\$500,000.00
ACCD/VT Preservation Grant Expenses	\$10,000.00	\$10,000.00	\$20,000.00
Local Match for NEH	\$85,530.00	\$650,745.00	\$736,275.00
Local Match for NPS	\$250,000.00	\$250,000.00	\$500,000.00
Local Match for ACCD/VT Preservation	\$10,000.00	\$10,000.00	\$20,000.00
TOTAL	\$634,040.00	\$1,387,660.00	\$2,021,700.00

Motions

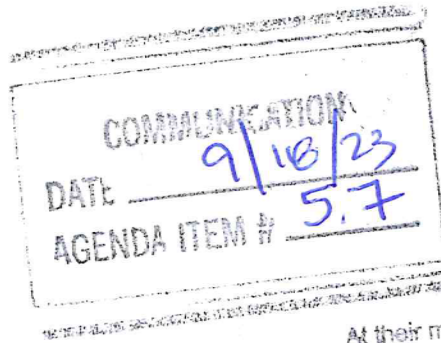
Actions for Board of Finance:

1. To approve and recommend the City Council approve and authorize for the Director of the Fletcher Free Library to accept and execute the Award Agreements with the following 2 funders for the Restoration & Preservation Project: NPS to accept a grant amount of \$500,000 with a local match of \$500,000 in City Capital funds, and ACCD to accept a grant amount of \$20,000 with a local match of \$20,000 in City Facility Capital funds. For both grants, the project costs are to be paid upfront by the City of Burlington and then reimbursed by NPS & ACCD for a total of \$540,000. These funds are to be added to previously accepted NEH grant and matching funds request of \$981,700 for a total FFL Restoration & Preservation project budget of \$2,021,700.00; subject to final review and approval by the City Attorney's Office and Chief Administrative Officer.
2. To approve and recommend the City Council approve and authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to support the proposed Fletcher Free Library's project budget for FY25 subject to final review and approval by the City Attorney's Office.

Actions for City Council:

1. To approve and authorize for the Director of the Fletcher Free Library to accept and execute the Award Agreements with the following 2 funders for the Restoration & Preservation Project: NPS to accept a grant amount of \$500,000 with a local match of \$500,000 in City Capital funds, and ACCD to accept a grant amount of \$20,000 with a local match of \$20,000 in City Facility Capital funds. For both grants, the project costs are to be paid upfront by the City of Burlington and then reimbursed by NPS, & ACCD for a total of \$540,000. These funds are to be added to previously accepted NEH grant and matching funds request of \$981,700 for a total FFL Restoration & Preservation project budget of \$2,021,700.00; subject to final review and approval by the City Attorney's Office and Chief Administrative Officer.
2. Move to accept the recommendation of the City's Capital Campaign Committee to approve

and authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources as needed to support the proposed Fletcher Free Library's project budget for FY25 subject to final review and approval by the City Attorney's Office.



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

From: Mary Danko, Library Director

Date: August 4, 2023

Re: National Endowment for the Humanities Challenge Infrastructure and Capacity Building Grant

At their meeting of 9/18/23
the Burlington City Council voted to

Approve the motion
Attest: *Jaci Oberg*
as
secretary

Request:

The Fletcher Free Library (FFL) is requesting City Council approval for the acceptance of the National Endowment for the Humanities (NEH) Challenge Infrastructure and Capacity Building Grant which is a 3:1 match.

The grant amount is \$245,425.00 to be paid upfront by the City of Burlington and then reimbursed by NEH. The local match is \$736,275.00 in City Capital funds, for a total project budget of \$981,700.00. This grant required an approval upon application. This request was approved by Board of Finance and City Council at their 9/12/2022 meetings, and the local match request was reviewed and approved by the Capital Committee on 9/8/2022. See BOF memo in Appendix A.

Background of Project: FFL Restoration & Preservation Project

The Fletcher Free Library (FFL) was founded in 1873 and has proudly inhabited one of the four Carnegie public libraries in Vermont since 1904. Our beautiful Beaux-Arts building was slated for demolition in the 1970s due to a myriad of structural issues. A group of concerned citizens took action to not only restore the original building, but to add the 1981 addition that maintained the individuality and grandeur of the original building that was meticulously designed by famed architect, Walter R.B. Wilcox.

While FFL programs grow and adapt, the physical building limits opportunities. Our next renovation will transform the interior. Upgraded facilities will bring the building up to today's energy efficiency standards, meet modern technological needs, and serve the community into the future – while preserving a Burlington architectural gem.

The Library has worked on a Vision Plan and then a Schematic Design Project for our interior transformation. During the Schematic Design phase a building assessment was completed and several areas in need of restoration and preservation were noted.

Exterior restoration and historic preservation is a critical first step to the larger renovation. The exterior of the building is decaying and in urgent need of attention to preserve a deteriorating historic landmark, protect and restore one of the largest public buildings in our City and move the Library renovation toward the next phase of interior transformation. The historic windows will be repaired and bricks and terra cotta will be repointed, as per recommendations in a 2022 FFL library assessment, to prepare for the larger renovation.

The historic preservation and restoration leverages funding from several sources. Further exterior renovation will be accomplished using congressionally directed spending (CDS) funding that is anticipated to be allocated in the coming months from the National Park Service (NPS) Save America's Treasure Grant Fund.

NEH support comes at a crucial time, and will dovetail with NPS funds and allow for FFL to maximize exterior renovation of the Carnegie Building.

The Restoration & Preservation Project is a continuing project from the Schematic Design SD Phase. Dore + Whittier has been approved to continue this work as per the original SD RFP that stated:

Future Design/Administration Phases:

The Fletcher Free Library Building Committee (FFL BC) reserves the right to extend the contract with the awarded architect to include future design phases without advertising or to advertise for Architectural Services as best fits the needs of the Committee. The specific scope and fee of future phases will be determined at that time. Respondents must demonstrate to the satisfaction of the FFL BC their capability to perform this scope of work to be deemed qualified. There may be a year or more between the Schematic Design and Detailed Design phases.

Funding for the FFL Restoration & Preservation Project

The NEH program requires a 3:1 match for projects of this size. Federal funds would contribute \$245,425.00 for the proposed project. The grant does not allow operational budgets as a source of matching funds and requires that local match funds be restricted for the purpose outlined in the grant proposal. As mentioned above, the City's Capital Committee approved the obligation of up to \$737,301 of the March 2022 General Obligation Bond Premiums received in FY23 to serve as the necessary match for this grant request. NEH has revised the necessary local match and it is now \$736,275.

We are seeking City Council approval to create the project budget based on the budget provided in the NEH award letter (see below).

The proposed budget amendment would follow the anticipated project schedule below:

Fiscal Year	City Match (Capital)	NEH Federal Match	Total:
FY24	\$64,125	\$21,375	\$85,500
FY25	\$672,150	\$224,050	\$896,200
Totals:	\$736,275	\$245,425	\$981,700

Motions

Actions for Board of Finance:

1. To approve and recommend the City Council authorize for the Director of the Fletcher Free Library to execute the Award Agreement with NEH, to accept a grant amount of \$245,425.00.00, with project costs to be paid upfront by the City of Burlington and then reimbursed by NEH, including a local match of \$736,275.00 in City Capital funds, for a total project budget of

\$981,700.00; subject to final review and approval by the City Attorney's Office and Chief Administrative Officer.

2. Move to approve and recommend that the City Council accept the recommendation of the City's Capital Committee to approve the creation of the Fletcher Free Library project budget for Fiscal Year 2024, for use of Capital Funds as described in the affiliated memorandum and related attachments, subject to the review and approval of the Chief Administrative Officer.

Actions for City Council:

- 
1. Move to authorize the Director of the Fletcher Free Library to execute the Award Agreement with NEH to accept a grant amount of \$245,425.00.00, with project costs to be paid upfront by the City of Burlington and then reimbursed by NEH, including a local match of \$736,275.00 in City funds, for a total project budget of \$981,700.00; subject to final review and approval by the City Attorney's Office and Chief Administrative Officer.
 2. Move to accept the recommendation of the City's Capital Committee and approve the creation of the Fletcher Free Library project budget for Fiscal Year 2024, for use of Capital Funds as described in the affiliated memorandum and related attachments, and subject to the review and approval of the Chief Administrative Officer.

Appendix A



OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401 Voice (802) 865-7000

Fax (802) 865-7014

Deaf/Hard of Hearing 711

TO: Board of Finance
City Council

FROM: Nicole Losch, Grants Director
Gale Batsimm, Fletcher Free Library Development Director
Mary Danko, Fletcher Free Library Director
Ashley Parker, Capital Program Director
Kim Bleakley, Central Facilities Manager

DATE: September 13, 2022

RE: Proposed Budget Amendment for Fletcher Free Library Local Match toward National Endowment for the Humanities Infrastructure and Capacity Building Challenge Grants for Capital Projects

Executive Summary:

The Fletcher Free Library and Capital Committee jointly seek Board of Finance and City Council approval to spend up to \$737,301 from the FY23 Capital GO Bond Premiums as a local match for the National Endowment for the Humanities Challenge Grant for urgent exterior upgrades to the Library, including repoint masonry and replacing windows.

Overview:

The National Endowment for the Humanities (NEH) is accepting proposals for restoration or renovation of buildings of historical or cultural significance that house humanities collections or are used for humanities activities. Projects are financed through a combination of federal matching funds and related non-federal fundraising.

In February 2022, an assessment of the Fletcher Free Library identified \$2,055,361 in exterior upgrades needed to prevent damage caused by deferred maintenance. The Library and Facilities staff have identified \$983,068 in projects that should be advanced and will not impact the future renovations

Board of Finance and City Council Submission Checklist

Mary

Mary Danko

DDepartment: Fletcher Free Library Submitter: _____

Title/Subject: FFL Grant acceptance Restoration Preservation Project

	Approval:	Meeting Date:
☒	Board of Finance	8/5/2024
☒	City Council	8/12/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/8/2024	Mary Danko
Mayor's Office informed and approved memo	Yes	7/3/2024	Chief of Staff Erin Jacobson
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	7/3/2024	City Attorney Kimberlee Sturtevant
CAO has reviewed budget, financing, and memo	Yes	7/3/2024	CAO 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	FFL NEH BOF.CC Approval 9.18.23
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance and City Council

FROM: Madeline Suender, Public Works Engineer

DATE: August 5th, 2024 (BOF); August 12th, 2024 (CC)

CC: Laura Wheelock, PE Assistant Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works

RE: Authorization to Award and Execute the Construction Contract for Bridge Rail Repair

Request:

The Department of Public Works ("DPW") is requesting approval and recommendation from Board of Finance and authorization from the City Council to award and execute the Construction Contract for the Bridge Rail Repair with Engineers Construction, Inc. for \$456,789.00 with use of up to \$45,678.00 in contingency for a total of \$502,467.00.

Background of the Bridge Rail

In October of 2022, the City entered into a contract with Vanasse Hangen Brustlin, Inc. (VHB) through the On Call process to perform design services for the repair of damaged bridge guardrails at two structures within the City, the Queen City Park Rd Bridge and the southernmost VT Route 127 Bridge (north of Manhattan Drive).

These bridge rails were damaged over time from vehicle crashes as well as general wear and tear from operations such as winter plowing. In 2022, following VTrans inspection, the City was put on notice for required repair of the 127 Bridge Rail and given 60 days to respond with intended next steps. The City then contracted VHB and responded to VTrans with our intent to repair.

These bridges both cross railroads with the Queen City Park Road Bridge crossing Vermont Rail Systems (VRS) and the VT Route 127 Bridge crossing New England Central Rail (NECR).

Contractor Procurement

This procurement followed the City's Procurement process. The Bid was first put out in 2023 with no respondents. After some additional design edits for constructability, the second Bid was successful with Engineers Construction, Inc. (ECI) as the only bidder. Though ECI was the lone bidder, they had a construction estimate within budget and within a reasonable range of the Engineer's Estimate from VHB. VHB's bid analysis ultimately recommended the bid be accepted with failure to indicate a disadvantage to the City.

Funding

Funding for this project was approved by City Council as part of the FY23 Capital Budget and comes from the March 2022 \$23.8M Capital General Obligation Bond (Series 2022A). There is \$600,000.00 available for this work. With one Amendment thus far, VHB's design contract is for \$33,994.47 leaving \$566,005.53 available for construction.

Attachments

1. Bridge Rail Repair Bid Analysis

Motions

Actions for Board of Finance:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute a contract with Engineers Construction, Inc. in an amount of \$456,789.00 with use of up to \$45,678.00 in contingency for a total of \$502,467.00 for construction services related to the Bridge Rail Repair contract, subject to review and approval of the Office of the City Attorney.

Actions for City Council:

1. To authorize the Director of Public Works to execute a contract with Engineers Construction, Inc. in an amount of \$456,789.00 with use of up to \$45,678.00 in contingency for a total of \$502,467.00 for construction services related to the Bridge Rail Repair contract, subject to review and approval of the Office of the City Attorney.



City of Burlington
Division for Technical Services

Burlington Department
of Public Works

TO: Madeline Suender, Associate Public Works Engineer

FROM: Scott Burbank, PE, Project Manager

DATE: July 26, 2024

SUBJECT: Burlington Bridge Rail Repair – Bid Analysis

Summary:

Low Bidder:	Engineers Construction, Inc (ECI)
Low Bid Amount:	\$456,789.00
Engineer's Estimate:	\$406,325.66
Difference (amount & %)	\$50,463.34 or 12.42%
Advertisement Date:	6/14/2024
Bid Opening Date:	7/12/2024
Analysis By:	Matthew Nemeth, VHB
Analysis Completion Date:	7/26/2024

As required by 23 CFR 635.114, the low bid submitted for this project has been reviewed for reasonable conformance with the Engineer's estimate, in accordance with FHWA's *Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, Section 5* (a link can be found here: <http://vtransestimating.vermont.gov/>), resulting in the following recommendation:

- ☒ The low bid should be accepted. The analysis has failed to indicate a disadvantage to the City in accepting the low bid.
- ☐ The low bid should be rejected. The analysis has determined a disadvantage to the City in accepting the low bid.
- ☐ All bids should be rejected. The analysis has determined a disadvantage to the City in *accepting* any of the submitted bids.

REVIEWED: MS Date: 7/29/24
Madeline Suender, Associate Public Works Engineer

APPROVED: Laura Wheelock Date: 7/31/24
Laura Wheelock, P.E., City Engineer & Division Director for Technical Services

Competition Assessment:

Number of Bidders: 1 (excluding informal bids)
Allowable percentage above estimate: 1 Bidder/0%
Range of Bids: N/A
Engineer's Estimate: \$406,325.66
Low Bid: \$456,789.00
Difference (amount and percent): \$50,463.34 or 12.42%

- ☐ Adequate Competition.
- ☒ Exempt from Adequate Competition.
- ☒ Safety Project. ☐ Emergency Project.
- ☐ Gap Project. ☐ Critical Project.
- ☒ Bidding history of similar projects indicates re-advertisement will not improve competition.
- ☐ Inadequate Competition, project to be re-advertised.

Competition is assessed as outlined in FHWA's *Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, Section 5a*.

Extended Estimate/Low Bid Assessment:

For the purposes of this bid analysis, only the construction items that were overbid or underbid by \$4,063.26 or more in cost between the extended estimate and the extended low bid were individually analyzed. This amount (\$4,063.26) represents 1% of the estimate.

Item Number: 506.60
Item Name: Structural Steel (Galvanized)
Estimated Quantity: 745 LB

- ☒ Estimated quantity has been verified. ☐ Estimated quantity has been found to be in error. (see explanation)

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$ 34.65	\$ 25,815.74	\$ 18.00	\$ 13,410.00	-\$ 12,405.74

Explanation: The bid unit price for this construction item was lower than estimated unit price. The listed quantity of 745 LB has been verified. The estimated unit price was increased from previous bid prices for this item to account for the bending of the angle and the level of effort to install this angle. But even though the Plans state that the angle shall be removed they did not state how the Contractor would be paid for the removal of the angle. Therefore, it is likely that the additional cost in the unit bid price is due to the estimated unit price underestimated the level of effort to perform this work including the removal of the existing angle. There is no advantage to the Contractor or disadvantage to the City. Recommend acceptance of low bid unit price.

Item Number: 525.10
Item Name: Removal of Existing Bridge Railing
Estimated Quantity: 193 LF

☒ Estimated quantity has been verified.

☐ Estimated quantity has been found to be in error. (see explanation)

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$ 25.00	\$ 4,825.00	\$ 100.00	\$ 19,300.00	+\$ 14,475.00

Explanation: The bid unit price is higher than the estimated unit price for this construction item. The estimated unit price of \$25.00 is based on recent bid prices for removal of bridge railing. The low bid unit price is likely high due to the need to perform this work over two active rail lines and the requirement to cut all the rail post anchor bolts flush with the top of the curb on the VT Route 127 Bridge. The listed quantity of 193 LF has been verified. There is no advantage to the Contractor or disadvantage to the City. Recommend acceptance of low bid unit price.

Item Number: 525.335
Item Name: Bridge Railing, Galvanized 3 Rail Box Beam
Estimated Quantity: 181 LF

☐ Estimated quantity has been verified.

☒ Estimated quantity has been found to be in error. (see explanation)

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$ 740.00	\$ 133,940.00	\$ 550.00	\$ 99,550.00	-\$ 34,390.00

Explanation: The bid unit price is lower than the estimated unit price for this construction item. The estimated unit price was increased to account for inflation and installing bridge rail over the NECR rail line. The estimated unit price appears to have overestimated the effort required to install the bridge railing. The listed quantity of 181 LF was reviewed and found to be in error. The revised quantity is 193 LF. There is no advantage to the Contractor or disadvantage to the City. Recommend acceptance of low bid unit price.

Item Number: 621.21
Item Name: HD Steel Beam Guardrail, Galvanized
Estimated Quantity: 153 LF

☒ Estimated quantity has been verified.

☐ Estimated quantity has been found to be in error. (see explanation)

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$ 40.00	\$ 6,120.00	\$ 105.00	\$ 16,065.00	+\$ 9,945.00

Explanation: The bid unit price is higher than the estimated unit price for this construction item. The estimated unit price of \$40.00 likely underestimated the inefficiencies of installing the heavy-duty steel beam guardrail over the VTR rail line and on the Queen City Park Road bridge which is not a typical application for w-beam guardrail. There is no advantage to the Contractor or disadvantage to the City. Recommend acceptance of low bid unit price.

Item Number: 621.51
Item Name: Manufactured Terminal End Section, Tangent
Estimated Quantity: 4 EA

☒ Estimated quantity has been verified.

☐ Estimated quantity has been found to be in error. (see explanation)

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$ 3,000.00	\$ 12,000.00	\$ 4,300.00	\$ 17,200.00	+\$ 5,200.00

Explanation: The bid unit price is higher than the estimated unit price for this contract item. The estimated unit price is close to the average price from the previous two years, indicating that the estimated unit price may be out of date. Additionally, the estimate likely underestimated the effort required to install these units in a particular way to avoid underground utilities and impacts to the paved walkway on the southern approaches of the Queen City Park Road bridge. There is no advantage to the Contractor or disadvantage to the City. Recommend acceptance of low bid unit price.

Item Number: 621.725
Item Name: Guardrail Approach Section
Estimated Quantity: 4 EA

☒ Estimated quantity has been verified.

☐ Estimated quantity has been found to be in error. (see explanation)

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$ 13,000.00	\$ 52,000.00	\$ 15,000.00	\$ 60,000.00	+\$ 8,000.00

Explanation: The bid unit price is higher than the estimated unit price for this contract item. With the difference between the estimated and low bid unit prices of only \$2,000 it appears that the engineer's estimate slightly overestimated the effort required to install the guardrail approach sections. There is no advantage to the Contractor or disadvantage to the City. Recommend acceptance of low bid unit price.

Item Number: 635.11
Item Name: Mobilization/Demobilization
Estimated Quantity: 1 LS

☒ Estimated quantity has been verified.

☐ Estimated quantity has been found to be in error. (see explanation)

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$ 34,982.24	\$ 34,982.24	\$ 95,000.00	\$ 95,000.00	+\$ 60,017.76

Explanation: The bid unit price is higher than the estimated unit price for this construction item. The estimated unit price was based on mobilization/demobilization as 10.00% of the total estimated cost excluding this item. The bid unit price for this item is 26.26% of the total low bid cost excluding this item. It appears the 10.00% for mobilization/demobilization was low, likely due to there being two mobilizations for the project. The quantity will not change as this is a lump sum item. There is no advantage to the Contractor or disadvantage to the City. Recommend acceptance of low bid unit price.

Item Number: 641.10
Item Name: Traffic Control
Estimated Quantity: 1 LS

☒ Estimated quantity has been verified.

☐ Estimated quantity has been found to be in error. (see explanation)

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$ 70,000.00	\$ 70,000.00	\$ 62,042.00	\$ 62,042.00	-\$ 7,958.00

Explanation: The bid unit price is lower than the estimated unit price for this construction item, indicating that the estimated unit price for this item overestimated the level of effort required for traffic control. The quantity will not change as this is a lump sum item. There is no advantage to the Contractor or disadvantage to the City. Recommend acceptance of low bid unit price.

Unit Price Assessment:

The low bid unit prices for the following additional items have been found to be significantly over/under the estimated unit price:

- 514.10 Water Repellant, Silane
- 522.35 Nonstructural Lumber, Treated
- 621.80 Removal and Disposal of Guardrail

☒ Unbalancing of the unit bid prices results in no disadvantage to the City.

☐ Unbalancing of the unit bid prices results in a potential disadvantage to the City.

Explanation: N/A

Final Recommendation:

There was only one bidder on this project. The bid was 112.42% of the estimate. The quantities have been back checked and verified, and one quantity was found to be in error. Item 525.335 has an additional 12 LF of Bridge Railing, Galvanized 3 Rail Box Beam. This will add an additional \$6,600 to the total low bid of \$456,789.00, increasing it to \$463,389.00. However, it would have increased the total estimated bid by \$8,800 as the estimated unit price was higher than the low bid unit price for this item. While the low bid is more than the estimate and there was only one bidder, this bid analysis has failed to indicate that there is an advantage to the low bid contractor or disadvantage to the City. Therefore, based on receiving no bids the first time this project was put out to bid, and because the bridge rail on each bridge does need to be repaired per the Vermont Agency of Transportation's (VTrans') request, we recommend that the low bid be accepted.

Board of Finance and City Council Submission ChecklistDepartment: Department of Public Works Submitter: Madeline SuenderTitle/Subject: Authorization to Award and Execute the Construction Contract for Bridge Rail Repair

	Approval:	Meeting Date:
☒	Board of Finance	8/5/2024
☒	City Council	8/12/2024
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/28/2024	Laura Wheelock for Chapin Spencer as Acting Director
Mayor's Office informed and approved memo	Yes	7/29/2024	Joe Magee
Board/Commission, if required	N/A		Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		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	7/29/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	7/29/2024	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	Authorization to Award and Execute the Construction Contract for Bridge Rail Repair
Contract Attached, if applicable?	Yes	Attachment 1: Bid Analysis
Additional Materials, if necessary	No	
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Yes	Board of Finance



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Lee Perry
*DIVISION DIRECTOR
DPW MIANTENANCE DIVISION*

Date: August 5, 2024
August 12, 2024

To: Board of Finance & City Council

From: Chapin Spencer, Director Public Works
Lee Perry, Division Director – Maintenance Division
Dave Hammond – Fleet Manager
Scot Barker – CIO Innovation & Technology Department
Ashley Parker, Capital Program Director

Subject: Fleet Telematics

REQUEST:

The Department of Public Works (DPW) Fleet Maintenance Department and the City's Innovation & Technology Department (I&T) request Board of Finance approval, and recommendation to City Council, to enter into a three (3) year contract with Samsara Incorporated, for services and equipment related to implementation of a Fleet Telematics system. The resulting contract has a maximum limiting amount of \$178,666.16 (an initial purchase price of \$59,948.72 and two annual payments of \$59,358.72), which would cover the entire City of Burlington Fleet.

BACKGROUND:

Vehicle telematics combines Global Positioning Systems (GPS), on board vehicle diagnostics, wireless telematics devices, and black box technologies to record and transmit vehicle data, such as speed, location, maintenance requirements and servicing, while also cross-referencing data with the vehicles internal behavior.

In early January of 2020, DPW Fleet Maintenance Team and the City's Capital Program Manager started to look into the use of telematics as a way to bolster our management of the City's Fleet. The City suffers from costly and complex fleet management due to a lack of information concerning real-time condition, usage, and location of its equipment. One of the recommendations stemming from the ongoing moveEV Fleet Electrification study was that the City continue to pursue the use of Telematics in order to improve the management and monitoring of existing Fleet. Recently, the Chief Administrative Officer (CAO) asked Fleet Maintenance to meet with vendors, create a request for quote, (RFQ), and move forward with implementing telematics into all City fleet vehicles and equipment. As a result, Fleet Maintenance has met with multiple vendors and demoed their software and equipment to see what would best suit our fleet needs. DPW Fleet Maintenance and I&T have selected a vendor through

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).

Sourcewell's cooperative purchasing program that will suit our fleet needs. (Cooperative purchasing is a process whereby goods are competitively bid by a private vendor like Sourcewell or another public agency, such as the federal General Services Administration, so that public agencies like Burlington that may not be able to reach a national audience through its own procurement processes can compare products and prices based on pre-existing competitive bids. This is considered a preferred contract procurement method for purchasing equipment and other good goods or related services, although it is not yet sanctioned by the City's existing purchasing policy without separate sole source approval or the approval of the Board of Finance and/or City Council for contracts within their approval authority.)

If implemented, telematics will offer multiple benefits:

Financial

Reduction of fleet capital life cycle costs.

- Fuel- Idle mitigation, efficient routing (snow plows, sidewalk tractors, dispatching), cost of carbon avoidance
- Maintenance- Predictive maintenance via real-time diagnostics and GPS. Real-time alerts sent via email to Fleet Manager will prevent future costly repairs if gone undetected.
- Accident/Insurance- Defensibility for employees regarding public complaints/accidents.
- Labor- Accurate fuel data means less time correcting erroneous fuel entries, catching repairs before they develop into larger more costly repairs that consume a large portion of our Fleet Technicians time, and outside vendor repair budget.
- Fleet Replacement Frequency and right sizing- Reports can show what vehicles are underutilized, and may be able to be sold or shared, to right size the fleet.

Environmental

Reduction of fuel use

- Idle monitoring and mitigation
- Correcting driving habits (harsh acceleration, speeding)
- Air Quality benefits (reducing our carbon footprint)
- Usage data to inform future applicability of electric vehicles, hybrids, or removal for future capital replacement based on use.

Safety

Telematics aids in

- Promoting safer driver habits through driver reporting and coaching.
- Protecting City employees who are working alone throughout the City.

Budget & Funding:

As noted previously, the contract will be structured to have a Maximum Limiting Amount of \$178,666.16 over three years. This will allow for full deployment of Telematics across all City Fleet. See table below summarizing total implementation costs by deployment type.

Samsara Fleet Telematics Deployment Quotes	
Full Deployment	
Year 1	\$59,948.72
Year 2	\$59,358.72
Year 3	\$59,358.72
Total:	\$178,666.16

The initial purchase of Telematics is a capital expense and there has been funding identified in the Asset Management Capital Budget to cover the year one purchase. The remaining two years of the contract will need to be built into the City's Innovation & Technology Operating Budget, in the Software Licensing and Maintenance GL. Potential funding sources for years two and three include cost savings from the telematics implementation, as well as cost sharing with Revenue/Special Revenue Departments.

Summary:

The City has identified funding in the Asset Management Capital Budget to implement telematics fleet-wide. Due to potential policy issues concerning some departments, the scope of implementation of telematics in the City's fleet could be reduced, therefore, Samsara was amenable to quoting a maximum limiting amount (entire city fleet) while accepting a lower contract cost if the City must exclude two (2) departments (BED and BPD). This allowance helped keep the process moving, and if possible, the other two (2) departments can be added later. The total cost of the three (3) year contract, maximum limiting amount is \$178,666.16.

The services covered in the contract include the following:

- Hardware and accessories, includes all equipment needed to mount and install devices in each vehicle/equipment
- Licensing, for various equipment

Motions:

Board of Finance:

To approve and recommend that City Council authorize the Chief Innovation Officer to enter into a three (3) year contract with Samsara Incorporated, to supply the City Fleet with their Telematics software & equipment as stated in Samsaras quote #Q-1396189, for a maximum limiting amount not to exceed \$178,666.16., subject to review and approval of the City Attorney's Office.

City Council:

To authorize the Chief Innovation Officer to enter into a three (3) year contract with Samsara Incorporated, to supply the City Fleet with their Telematics software and equipment, as stated in Samsaras quote #Q-1396189, for a Maximum limiting amount not to exceed \$178,666.16., subject to review and approval of the City Attorney's Office.



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1396189

Issued 07-29-2024

Expires 08-31-2024

Sourcewell Contract #: 020221-SAM

Prepared For:

City of Burlington
645 Pine St
Burlington, Vermont
05401

Prepared By:

Matthew Duarte
matthew.duarte@samsara.com

Quote Summary

Subtotal

Hardware and Accessories

USD \$590.00

Licenses

License Term – 36
Months

Shipping and Handling

USD \$0.00

Upfront Hardware Sales Tax

USD \$0.00

Annual License Sales Tax

USD \$0.00

First Year Payment

USD \$59,948.72

**Payments Beginning Year
Two**

USD \$59,358.72

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% fee charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change

SHIP TO Dave Hammond 645 Pine St Burlington, Vermont, 05401 United States			
Hardware and Accessories	Quantity	Net Unit Price	Total Price
Vehicle IoT Gateway, model VG55 HW-VG55-NA	214	\$0.00	\$0.00
VG54 Aux Cable CBL-VG-CAUX	214	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	160	\$0.00	\$0.00
AG52 Powered Asset Gateway HW-AG52	118	\$0.00	\$0.00
Mounting Bracket for AG51, AG52, and AG53 ACC-AG-BMNT	118	\$5.00	\$590.00
AG Equipment Monitoring Cable CBL-AG-BEQP	83	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	39	\$0.00	\$0.00
CBL-AG-BPWR CBL-AG-BPWR	35	\$0.00	\$0.00
Powered asset gateway HW-AG26	16	\$0.00	\$0.00
AG J1939 9pin cable CBL-AG-A9PIN	15	\$0.00	\$0.00
Enhanced VG Series direct-wire non-diagnostic power cable CBL-VG-CPC	6	\$0.00	\$0.00
Enhanced VG series 1226 cable CBL-VG-CRP1226	6	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable for Ram Promaster and similar CBL-VG-COBDII-Y2	3	\$0.00	\$0.00
9-pin Caterpillar cable CBL-AG-ACT9	1	\$0.00	\$0.00
Hardware Due			USD\$590.00

Licenses	Quantity	Annual Unit	Total Annual
----------	----------	-------------	--------------

		Price	Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	214	\$199.68	\$42,731.52
License for Basic Powered Asset Tracker LIC-AG-PWR-BASIC	118	\$119.04	\$14,046.72
License for Asset Gateways LIC-AG2-ENT	16	\$161.28	\$2,580.48
		Annual License Due	USD \$59,358.72

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships.

Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature

Print Name:

Date:

Board of Finance and City Council Submission Checklist

Department: Department of Public Works/ I&T Submitter: Lee Perry

Title/Subject: Fleet Telematics

	Approval:	Meeting Date:
☒	Board of Finance	8/5/2024
☒	City Council	8/12/2024
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/30/2024	Approved by Scot Barker
Mayor's Office informed and approved memo	Yes	7/31/2024	Approved by Joe Magee
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			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	7/30/2024	Approved by Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	7/30/2024	Approved by Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Quote included in memo
Contract Attached, if applicable?		
Additional Materials, if necessary		
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.



MEMORANDUM

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

FROM: Jon Murad, Chief of Police 

CC: Shannon Trammell, Executive Manager

DATE: August 5 (BoF) / August 12 (CC), 2024

SUBJECT: Authorization to Sign a Contract for Body-Worn Cameras, Conducted-Electrical Weapon, and Storage for BWC Footage with Axon Enterprise, Inc.

REQUEST

The BPD seeks Board of Finance recommendation and City Council authorization to execute an agreement to purchase new Body-Worn Cameras, Conducted-Electrical Weapons, unlimited BWC Footage Storage, and various technical software support solutions outlined in the attached proposal with Axon Enterprises, Inc. for \$1,393,969.92 over a 5-year term.

EXECUTIVE SUMMARY

Background:

In 2021, the BPD entered into a five-year contract with Axon Enterprise, Inc. (Axon) for the purchase of new Body-Worn Cameras (BWC). That contract covered the purchase of new BWC and 2.8TB of a-la-carte data storage for BWC footage. The BPD is currently storing approximately 40TB of footage, which is roughly 37.2TB over the contractual amount.

Since that contract was signed, several factors have increased this storage requirement, including: the expanded use of the footage for transparency over the recent years, the increase in incidents throughout the City, and a Statewide Body Camera Policy that now mandates the retention of BWC footage be “held in accordance with the State’s record retention act for law enforcement records” and varies by incident type.

Axon’s structure for data storage has also changed since the 2021 contract and moved from an a-la-carte model to an unlimited storage model. Under the current contract, making the data overages current and upgrading to an unlimited storage model for the remainder of the contract would require approximately \$130,000.

Addressing the data overage is only part of the dilemma BPD is facing. BPD's Conducted-Electrical Weapons (TASERs) were initially purchased in 2015. The current model BPD has, the X2, are out of warranty and out of date in regards to modern and effective devices. On top of this, the X2 is no longer a manufactured model and the support for them has been phased out as of March 2023. Axon is no longer able to replace these units and it is unknown how long the cartridges and batteries will be available for them. BPD has been cycling through its remaining inventory, to outfit new recruits and using what it had to replace damaged or defective ones, but its ability to continue to do this is nearing its limit.

Accordingly, the BPD has worked with Axon to negotiate a new contract that eliminates the data overages and provides unlimited data storage, provides a new model of TASERs (TASER 10) and new Body-Worn Cameras, and also has additional software support solutions, all of which lead to safer outcomes for both officers and subjects, including fewer injuries, less liability, and continued transparency while operating within the State's policy.

Project Funding:

BPD has been working through the contract details with Axon for quite some time and articulated this need during the FY25 budget process. With the passing of the FY25 budget, the funds for this contract are available in G/L: 101-17-050-7200_115, Capital Leases Equipment, for the first year.

A credit of \$143,543.95 has been applied to this new contract for monies paid under the previous 2021 contract, making the payment summary for this contract is as follows:

Sept. 2024	\$278,728.76
Sept. 2025	\$278,810.29
Sept. 2026	\$278,810.29
Sept. 2027	\$278,810.29
Sept. 2028	\$278,810.29

Bidding and Contractor Selection:

Axon has an approved contract through Sourcewell, in which the City of Burlington is a participating agency. Working through Sourcewell fulfills the City's competitive procurement process. This contract is being sourced and awarded through that contract.

Sourcewell is a company that serves government, education, and nonprofit organizations with a cooperative purchasing program at manages solicitations, contracts, and competitive pricing agreements.

Department Contact:

If you have any questions, please contact Shannon Trammell, Executive Manager at strammell@bpdvt.org or (802) 540-2107.

ATTACHMENTS

A. Axon Enterprise, Inc Quotation dated 6/17/2024

MOTIONS

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

Board of Finance:

To approve and recommend that the City Council approve and authorize the Chief of the Burlington Police Department to enter into an agreement with Axon Enterprise, Inc., to purchase new Body-Worn Cameras, Conducted-Electrical Weapons, unlimited BWC Footage Storage, and various technical software support solutions outlined in the attached proposal with Axon Enterprises, Inc. not to exceed \$1,393,969.92 over a 5-year term, subject to review by the City Attorney's Office.

City Council:

To approve and authorize the Chief of the Burlington Police Department to enter into an agreement with Axon Enterprise, Inc., to purchase new Body-Worn Cameras, Conducted-Electrical Weapons, unlimited BWC Footage Storage, and various technical software support solutions outlined in the attached proposal with Axon Enterprises, Inc. not to exceed \$1,393,969.92 over a 5-year term, subject to review by the City Attorney's Office.

Thank you for your continued support.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-457783-45460.593JK

Issued: 06/17/2024

Quote Expiration: 08/30/2024

Estimated Contract Start Date: 10/01/2024

Account Number: 116180

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Burlington Police Dept. 1 North Ave Burlington, VT 05401-2946 USA	Burlington Police Dept. - VT 1 North Ave Burlington VT 05401-2946 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Kwiatek Phone: Email: jkwiatek@axon.com Fax:	Oren Byrne Phone: 8026582700 Email: obyrene@bpdvt.org Fax: (802) 8657579

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,393,969.92
ESTIMATED TOTAL W/ TAX	\$1,393,969.92

Discount Summary

Average Savings Per Year	\$189,473.48
TOTAL SAVINGS	\$947,367.38

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	\$278,728.76	\$0.00	\$278,728.76
Sep 2025	\$278,810.29	\$0.00	\$278,810.29
Sep 2026	\$278,810.29	\$0.00	\$278,810.29
Sep 2027	\$278,810.29	\$0.00	\$278,810.29
Sep 2028	\$278,810.29	\$0.00	\$278,810.29
Total	\$1,393,969.92	\$0.00	\$1,393,969.92

Quote Unbundled Price:	\$2,341,337.30
Quote List Price:	\$1,841,018.30
Quote Subtotal:	\$1,393,969.92

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$86,095.69)	(\$86,095.69)	\$0.00	(\$86,095.69)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$57,448.26)	(\$57,448.26)	\$0.00	(\$57,448.26)
M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	87	60	\$392.23	\$297.90	\$257.24	\$1,342,792.80	\$0.00	\$1,342,792.80
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	60	\$73.05	\$36.07	\$36.07	\$4,328.40	\$0.00	\$4,328.40
BWCamTAP	Body Worn Camera TAP Bundle	13	60	\$38.26	\$33.80	\$32.48	\$25,336.87	\$0.00	\$25,336.87
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$1,638.90	\$3,277.80	\$0.00	\$3,277.80
H00001	AB4 Camera Bundle	15			\$849.00	\$849.00	\$12,735.00	\$0.00	\$12,735.00
H00002	AB4 Multi Bay Dock Bundle	11			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	85			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73638	AXON STANDARDS - LICENSE	31	60		\$10.85	\$10.85	\$20,181.00	\$0.00	\$20,181.00
100590	AXON MY90 - LICENSE	87	60		\$10.85	\$10.85	\$56,637.00	\$0.00	\$56,637.00
BasicLicense	Basic License Bundle	31	60		\$16.27	\$16.25	\$30,225.00	\$0.00	\$30,225.00
A la Carte Services									
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1			\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00
Total							\$1,393,969.92	\$0.00	\$1,393,969.92

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	85		09/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	15		09/01/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2		09/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	94		09/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	17		09/01/2024
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	94		09/01/2024
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	17		09/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	11		09/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	2		09/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	11		09/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2		09/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	11		09/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100126	AXON VR - TACTICAL BAG	4		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	87	2	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	87		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100396	AXON TASER 10 - MAGAZINE - INERT RED	30		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	1740		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	530		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100401	AXON TASER 10 - CARTRIDGE - INERT	300		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	87		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	87		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100748	AXON VR - CONTROLLER - TASER 10	4		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100862	AXON VR - PLACEHOLDER - HANDGUN CONTROLLER	4		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	3		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101123	AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	1		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	87		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	15		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	2		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20296	AXON VR - TABLET	4		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20297	VR TABLET CASE	4		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20378	AXON VR - HEADSET - HTC FOCUS 3	4		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	174		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2		09/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	270		09/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	700		09/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	260		09/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	700		09/01/2026

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2		03/01/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	13		03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	4		03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4		03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4		03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	4		03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	89		03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	11		03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	260		09/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	690		09/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	260		09/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	700		09/01/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2		09/01/2029
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	13		09/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	89		09/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	11		09/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	31	10/01/2024	09/30/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	31	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100801	AXON RECORDS - OSP LICENSE	87	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101180	AXON TASER - DATA SCIENCE PROGRAM	87	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	87	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	87	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	87	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73618	AXON COMMUNITY REQUEST	87	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73638	AXON STANDARDS - LICENSE	87	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73680	AXON RESPOND PLUS - LICENSE	87	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	87	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	870	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	87	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73739	AXON PERFORMANCE - LICENSE	87	10/01/2024	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	87	10/01/2024	09/30/2029
A la Carte	100590	AXON MY90 - LICENSE	87	10/01/2024	09/30/2029
A la Carte	73638	AXON STANDARDS - LICENSE	31	10/01/2024	09/30/2029

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	87
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	87
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1

Services

Bundle	Item	Description	QTY
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	09/01/2025	09/30/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	13	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100213	AXON VR - EXT WARRANTY - TABLET	4	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	87	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	87	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	15	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	2	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	87	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	2	09/01/2025	09/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	11	09/01/2025	09/30/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
2	1 North Ave	Burlington	VT	05401-2946	USA
	1 North Ave	Burlington	VT	05401-2946	USA

Payment Details

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Hardware and Services Upfront	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12,000.00	\$0.00	\$12,000.00
Hardware and Services Upfront	H00001	AB4 Camera Bundle	15	\$12,735.00	\$0.00	\$12,735.00
Hardware and Services Upfront	H00002	AB4 Multi Bay Dock Bundle	2	\$3,277.80	\$0.00	\$3,277.80
Year 1	100590	AXON MY90 - LICENSE	87	\$14,792.77	\$0.00	\$14,792.77
Year 1	73638	AXON STANDARDS - LICENSE	31	\$5,270.99	\$0.00	\$5,270.99
Year 1	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$7,835.57	\$0.00	\$7,835.57
Year 1	BasicLicense	Basic License Bundle	31	\$7,894.33	\$0.00	\$7,894.33
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$1,130.52	\$0.00	\$1,130.52
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	13	\$6,617.63	\$0.00	\$6,617.63
Year 1	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	87	\$350,718.10	\$0.00	\$350,718.10
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	(\$57,448.26)	\$0.00	(\$57,448.26)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$86,095.69)	\$0.00	(\$86,095.69)
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	85	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	H00002	AB4 Multi Bay Dock Bundle	11	\$0.00	\$0.00	\$0.00
Total				\$278,728.76	\$0.00	\$278,728.76

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	13	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	87	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100590	AXON MY90 - LICENSE	87	\$10,461.06	\$0.00	\$10,461.06
Year 3	73638	AXON STANDARDS - LICENSE	31	\$3,727.50	\$0.00	\$3,727.50
Year 3	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$5,541.11	\$0.00	\$5,541.11
Year 3	BasicLicense	Basic License Bundle	31	\$5,582.67	\$0.00	\$5,582.67
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$799.48	\$0.00	\$799.48
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	13	\$4,679.82	\$0.00	\$4,679.82
Year 3	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	87	\$248,018.65	\$0.00	\$248,018.65
Total				\$278,810.29	\$0.00	\$278,810.29

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100590	AXON MY90 - LICENSE	87	\$10,461.06	\$0.00	\$10,461.06

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73638	AXON STANDARDS - LICENSE	31	\$3,727.50	\$0.00	\$3,727.50
Year 4	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$5,541.11	\$0.00	\$5,541.11
Year 4	BasicLicense	Basic License Bundle	31	\$5,582.67	\$0.00	\$5,582.67
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$799.48	\$0.00	\$799.48
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	13	\$4,679.82	\$0.00	\$4,679.82
Year 4	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	87	\$248,018.65	\$0.00	\$248,018.65
Total				\$278,810.29	\$0.00	\$278,810.29

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100590	AXON MY90 - LICENSE	87	\$10,461.06	\$0.00	\$10,461.06
Year 5	73638	AXON STANDARDS - LICENSE	31	\$3,727.50	\$0.00	\$3,727.50
Year 5	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$5,541.11	\$0.00	\$5,541.11
Year 5	BasicLicense	Basic License Bundle	31	\$5,582.67	\$0.00	\$5,582.67
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$799.48	\$0.00	\$799.48
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	13	\$4,679.82	\$0.00	\$4,679.82
Year 5	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	87	\$248,018.65	\$0.00	\$248,018.65
Total				\$278,810.29	\$0.00	\$278,810.29

Sep 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100590	AXON MY90 - LICENSE	87	\$10,461.06	\$0.00	\$10,461.06
Year 6	73638	AXON STANDARDS - LICENSE	31	\$3,727.50	\$0.00	\$3,727.50
Year 6	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$5,541.11	\$0.00	\$5,541.11
Year 6	BasicLicense	Basic License Bundle	31	\$5,582.67	\$0.00	\$5,582.67
Year 6	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$799.48	\$0.00	\$799.48
Year 6	BWCamTAP	Body Worn Camera TAP Bundle	13	\$4,679.82	\$0.00	\$4,679.82
Year 6	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	87	\$248,018.65	\$0.00	\$248,018.65
Total				\$278,810.29	\$0.00	\$278,810.29

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s) Q-328130.

Agency is terminating those contracts effective 09/30/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of (\$143,543.95) to the quote for paid but undelivered items.

Signature

Date Signed

6/17/2024



Board of Finance and City Council Submission ChecklistDepartment: Police Submitter: Jon MuradTitle/Subject: Axon Contract

	Approval:	Meeting Date:
☒	Board of Finance	8/5/2024
☒	City Council	8/12/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/31/2024	J.Murad
Mayor's Office informed and approved memo	Yes	7/31/2024	E. Jacobsen
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	No		Review in-progress, pending
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/30/2024	H. McClenahan
CAO has reviewed budget, financing, and memo	Yes	7/31/2024	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	N/A		

Materials Included

	Included?	Note
Final Memo Attached?	Yes	
Contract Attached, if applicable?	No	Final Quotation Attached
Additional Materials, if necessary	N/A	
Draft Resolution or Motion?	Yes	In attached memo
If for submission to Council, are sponsors identified?	N/A	



To: Board of Finance and City Council

From: Cindi Wight, Director of Parks, Recreation & Waterfront
Melissa Cate, Recreation Facilities Superintendent

Date: August 5, 2024

Re: BSD Lease at Miller Community Recreation Center

Request:

Approve a 2024-25 school-year lease with the Burlington School District to assume operations of the teen center, previously run by Sara Holbrook Community Center, at the Miller Center.

Background:

Sara Holbrook Community Center (SHCC) has run a popular teen center out of the Miller Center since it's opening by the City of Burlington in 2008. This afterschool drop-in program allows students from Hunt Middle School to utilize dedicated space as well as the gymnasium for a variety of activities throughout the school year. SHCC began to experience financial challenges and, as a result, stopped paying rent to the City as of January 1, 2023. The City negotiated a repayment plan, beginning in January 2024 but, to date, only one monthly payment has been made. SHCC's lease expired in January 2024 and was not renewed. In July SHCC announced that their organization has become insolvent and has had to discontinue programming as of July 31, 2024. In an effort to continue to provide out of school opportunities to teens in the New North End, the Burlington School District (BSD) has agreed to operate the teen center for the 2024-2025 school year. BSD has grant funding in place to staff the after-school program, but not to cover the rent that SHCC had previously paid. It is a benefit to the City to have its young people engaged in safe, fun activities guided by caring mentors. In recognition of BSD's investment in the after-school program and its commitment to seeking funding to cover Miller rent in future years, the recommendation is to enter into a 2024-25 school-year lease with BSD for use of the Miller Center for no fee under similar terms to SHCC's.

Motions:

Board of Finance Motion

To approve and recommend that the City Council authorize the lease of space in the Miller Center located at 130 Gosse Court, to include shared use of the gymnasium, as well as exclusive use of the



designated teen center space, two adjacent offices and a storage closet off of the gym, to the Burlington School District for the 2024-25 school-year, and to authorize Mayor Emma Mulvaney-Stanak to execute the lease agreement and any related documents, subject to review by the City Attorney's office.

City Council Motion

To approve and authorize the lease of space at the Miller Center located at 130 Gosse Court, to include shared use of the gymnasium as well as exclusive use of the designated teen center space, two adjacent offices, and a storage closet off of the gym to the Burlington School District for the 2024-25 school year and to authorize Mayor Emma Mulvaney-Stanak to execute the lease agreement and any related documents, subject to review by the City Attorney's Office.

Board of Finance and City Council Submission ChecklistDepartment: Parks, Recreation & Waterfront Submitter: Cindi Wight & Melissa CateTitle/Subject: BSD Lease of Miller Center Space

	Approval:	Meeting Date:
☐	Board of Finance	8/5/2024
☐	City Council	8/12/2024
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/29/2024	Cindi Wight
Mayor's Office informed and approved memo	Yes	7/30/2024	Joe Magee
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	No	7/30/2024	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	7/30/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	7/31/2024	Katherine Schaad
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	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?	No	Click or tap here to enter text.

Resolution Relating to

NOVEMBER 5, 2024 SPECIAL CITY MEETING—
ISSUANCE OF REVENUE BONDS—
FOR BURLINGTON ELECTRIC DEPARTMENT—NET
ZERO ENERGY AND GRID RELIABILITY PROJECTS

RESOLUTION_____
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Four

Resolved by the City Council of the City of Burlington, as follows:

- 1 That WHEREAS, the City of Burlington (the “City”) and the Burlington Electric Department (“BED”) have
- 2 previously adopted a goal to reduce and eventually eliminate fossil fuel usage in heating and ground
- 3 transportation (the “Net Zero Energy Goal”), as set forth in that Net Zero Energy Roadmap, dated September
- 4 5, 2019; and
- 5 WHEREAS, the City and BED have identified the need for various capital improvements to implement
- 6 the City’s Net Zero Energy Goal, including upgrades to further support electric grid updates to meet increased
- 7 electricity needs resulting from greater strategic electrification and to ensure the continued reliability of BED’s
- 8 current distribution system, grid demand management and battery storage opportunities, generation plant
- 9 upgrades, IT system/technology system upgrades, acquisition of municipal electric vehicles and support of EV
- 10 charging infrastructure; and
- 11 WHEREAS, the City has determined that the costs of such improvements are too great to be paid out
- 12 of the ordinary annual income and revenue of BED and that, in order to fund the costs of such capital
- 13 improvements, it will be necessary to incur indebtedness for that purpose; and
- 14 WHEREAS, it is expected that these improvements will benefit current and future ratepayers, the City
- 15 and the general public; and
- 16 WHEREAS, Sections 433 and 477 of the City Charter and other applicable law provide that, with at
- 17 least a majority vote of the City’s voters, the City shall have the authority to issue bonds, from time to time,
- 18 for the purpose of financing the cost of any improvement to the City’s electric plant and for energy
- 19 transformation and energy efficiency projects, with such bonds payable from the revenues of its electric
- 20 system or revenues derived from electric service; and
- 21 WHEREAS, the Board of Electric Commissioners, at its August 1, 2024 meeting, approved advancing
- 22 the proposed revenue bonding for electric system improvements for City-wide consideration and a public vote
- 23 at a City Special Meeting to be held on November 5, 2024; and

NOVEMBER 5, 2024 SPECIAL CITY MEETING—
ISSUANCE OF REVENUE BONDS—
FOR BURLINGTON ELECTRIC DEPARTMENT—NET ZERO ENERGY
AND GRID RELIABILITY PROJECTS

WHEREAS, the proposed financing of such capital improvements may be through a public or private issuance of bonds or notes or a combination thereof, and may be done in one or more series, and over multiple fiscal years; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby requests, pursuant to Section 25 of the City Charter, that the Mayor call a Special City Meeting to be held on November 5, 2024 and that the following question be placed on the ballot of that Special City Meeting:

“Shall the City be authorized to issue revenue bonds or notes in one or more series on behalf of the Electric Light Department, in an amount not to exceed \$20,000,000 in the aggregate, to be issued pursuant to the City Charter, as may be determined by the City Council, and payable from the net revenues of the electric system, for the purpose of paying for (i) capital additions and improvements to the City’s electric system, and energy transformation and energy efficiency projects, in furtherance of the City’s Net Zero Energy goals, including capital improvements for the distribution system, grid demand management and battery storage opportunities, generation plant upgrades, IT system/technology system upgrades, acquisition of municipal electric vehicles and support of EV charging infrastructure (the “Project”), and (ii) funding a debt service reserve funds and paying costs of issuance?”

Total Estimated Project Cost:	\$20,000,000
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City Electric Department Share of Total Cost:	\$20,000,000
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MEMORANDUM

To: Burlington Board of Finance
Burlington City Council

From: Darren Springer, General Manager
Emily Stebbins-Wheelock, Manager of Strategy and Innovation

Date: August 1, 2024

Subject: November 2024 ballot item for Net Zero Energy and Grid Reliability Revenue Bond

Burlington Electric Department (BED) is pleased to provide this proposal to the City Council to place a Net Zero Energy and Grid Reliability BED Revenue Bond question on the November 5, 2024 election ballot for consideration by the voters of Burlington. This revenue bond would provide the next tranche of financing necessary to fund continued investment in our critical infrastructure and Net Zero Energy (NZE) Roadmap¹ goals in a way that reduces pressure on BED's retail rates and annual budgets.

When voters approved the first \$20 million Net Zero Energy Revenue Bond in December of 2021, BED referenced that the bond was the first of two tranches of funding envisioned to create an electric grid capable of managing new loads from electric vehicles, heat pumps, and other strategic electrification technologies while continuing the reliability Burlingtonians have come to expect. In addition, with the passage of major federal legislation including the Infrastructure Investment and Jobs Act and the Inflation Reduction Act, access to matching funds to bring federal dollars to Burlington will be important. BED has already demonstrated success in applying for competitive federal programs through the Grid Resilience & Innovation Partnership grants offered by the Department of Energy, drawing \$1,158,695 of federal funds.² BED was able to successfully compete for those funds in part due to access to matching funds through the current Net Zero Energy Revenue Bond. BED has pending applications for additional funds to support EV charging infrastructure, grid demand management, and battery storage opportunities. Having access to the Net Zero Energy and Grid Reliability Bond proposed will ensure BED has adequate matching funds as these or other federal grant opportunities come to fruition.

For all of the aforementioned reasons, BED is now requesting authorization for a new revenue bond issuance of up to \$20 million, with timing and number and amount of issuances to be determined.³

Results and Status of 2022 Net Zero Energy Revenue Bond

¹ www.burlingtonelectric.com/nze

² <https://www.energy.gov/sites/default/files/2023-10/DOE-GRIP-Burlington-Electric-Department.pdf>

³ The timing and number of issuances would be determined based on several factors, including capital spend rate on the current 2022 revenue bond, interest rates, issuance costs, and guidance from BED and the City's financial advisor, PFM.

Burlington Electric Department
585 Pine Street Burlington, VT 05401
burlingtonelectric.com
Phone 802.658.0300

As you know, Burlington’s Net Zero Energy goal is one of the most ambitious local climate goals anywhere in the nation, and national reporting has highlighted a gap in financing that exists for cities to meet their climate goals and a need for additional climate funds at the local level to provide matching funds for federal grants under the Inflation Reduction Act and Infrastructure Investment and Jobs Act.⁴ The Net Zero Energy goal is a true community goal requiring partnerships, community participation, and complementary policies and funding at all levels of government.⁵ BED, however, plays a critical role in supporting progress toward the goal through incentives for strategic electrification, innovative and progressive rate structures, and making the grid and technology system upgrades necessary to support higher electricity demand, flexible load management and end-use rates, and greater adoption of distributed energy resources such as heat pumps, electric vehicles, and battery storage.

In 2022, following unanimous Electric Commission and City Council support and overwhelming approval by Burlington voters, BED issued its first \$20 million Net Zero Energy Revenue Bond, the first of its kind nationwide for a public power utility,⁶ to invest in grid, generation, technology, and NZE infrastructure upgrades that would accelerate progress toward Burlington’s bold climate goals, while reducing upward rate pressure for BED customers. As of June 24, 2024, BED had expended \$11.7M of the \$20M construction fund provided by the bonds. BED expects to invest the remaining funding from the 2022 Net Zero Energy Revenue Bond on capital projects planned for FY25. Below is an update on the status of the 2022 NZE revenue bond, key areas of investment over the past three years, and plans for spending the remainder of the bond proceeds.

2022 NZE Revenue Bond Projects	Investment as of 6/24/24
Grid/Distribution	\$ 7,753,551
Generation	\$ 1,624,676
Technology	\$ 1,497,092
Fleet EVs	\$ 414,995
Public EV chargers, other NZE	\$ 408,347
Total	\$ 11,698,661

1. **Grid Upgrades** – To prepare for a NZE future of higher electricity demand resulting from greater strategic electrification and to continue to improve grid reliability, BED has invested \$7.8M of the 2022 NZE revenue bond to date in distribution system upgrades. These upgrades included new transformers, switches, and reclosers, as well as the upgrade, rebuilding, and/or reconductoring of lines and circuits including Scarff Avenue, Appletree Point, Buell Street, Heineberg Road, Edgemoor Drive, Lyman Avenue, Sunset Cliff, Ethan Allen Parkway, Austin Drive, Battery Street, Booth Street, Loomis Street, Pleasant Street, Fern Hill, Killarney Drive, North Street, and School Street. The 2022 NZE revenue bond has also funded critical upgrades to our supervisory control and data acquisition (SCADA) system used by grid

⁴ <https://www.smartcitiesdive.com/news/cities-behind-climate-goals-brookings-report/603708/> and <https://icma.org/blog-posts/municipal-budgets-are-force-addressing-climate-change>

⁵ Many of those efforts are underway, including through City policy changes such as rental weatherization standards and the carbon fee ordinance requirements for new construction, and use of a \$100 per ton carbon price in evaluating City fleet purchases. Partnerships have included working with CVOEO on equity issues related to electricity and fuel use, partnering with CarShare Vermont to deploy EVs in their fleet, working with Green Mountain Transit on new electric buses, and work with UVM and Senator Sanders on the solar test center located at the McNeil Waste Wood yard. State and federal funding for climate-related initiatives and infrastructure could also support Burlington’s Net Zero Energy goals. Notably absent, at the moment, is any carbon price for thermal or transportation fuels at the state, regional, or national level.

⁶ <https://energynews.us/2021/11/05/burlington-asks-voters-to-approve-a-20-million-net-zero-energy-bond/>

operators, including new field devices, switches and other network enhancements, servers, video displays, and the initial stages of a major software upgrade to an advanced distribution management system (ADMS).

BED's FY25 distribution capital budget includes an additional \$5.1M of 2022 revenue bond-funded projects to replace switches and underground cables, rebuild infrastructure on several streets, fund new transformer purchases, and complete the first two phases of the ADMS project to replace BED's SCADA system and implement a distribution management system.

2. **Technology Upgrades** – With the funding from the 2022 NZE revenue bond, BED has made several important upgrades to technology systems. As part of our IT Forward program, in 2023 we successfully implemented our new meter data management system (MDMS) and our new customer portal, which now gives customers detailed usage information and online payment and bill-viewing functionality in a single platform. In spring 2024 we implemented MDMS grid analytics modules, adding new capabilities for transformer loading, line loss analysis, and voltage analysis that have already provided tremendous value and efficiency to BED's engineering and billing teams. The 2022 revenue bond has also funded necessary upgrades to BED's advanced metering infrastructure, disaster recovery, and backup systems.

BED's FY25 IT capital budget includes an additional \$1.3M of 2022 revenue bond funding associated with a new customer information system (CIS; target kick-off date October 1, 2024). Combined with the new MDMS, the new CIS will give BED additional capabilities to offer innovative rates and enhanced service for customers in support of NZE, such as new dynamic rates and expanded end-use rates (such as our current electric vehicle charging rate) to other technologies such as cold-climate heat pumps. Smart rate designs will help save customers money and encourage more customers to switch from fossil fuel to electricity. The FY25 IT capital budget also includes \$533,000 in 2022 revenue bond funding for the early stages of a new financial system implementation.

3. **Generation and NZE Infrastructure Upgrades**— The 2022 revenue bond has funded \$1.6M of capital improvements at the Winooski One hydro facility and the McNeil Generating Station. Converting BED's gas turbine peaking plant located on the waterfront to renewable fuel is in progress—the GT is now running on B20 biodiesel, with plans to convert to B100 or R99⁷—but to-date these operational changes have not required capital improvements to the facility and have not drawn on revenue bond funding. The NZE revenue bond has also funded over \$340,000 of investment in public EV charging infrastructure, including Burlington's first modern DC fast charger located at 585 Pine Street, a level 2 charger at Oakledge Park, and a new DC fast charger in the Marketplace Garage. Finally, the 2022 revenue bond has funded over \$400,000 of BED electric fleet vehicle purchases, including matching funds (with a state grant) for the first all-electric bucket truck in the State of Vermont and funds to purchase five light-duty EVs (including F150 Lightning trucks to replace fossil fuel trucks).

The FY25 capital budget includes approximately \$400,000 in funding from the 2022 NZE revenue bond for replacement of Winooski One's rubber dam. (Due to damage sustained in the July 2023 flood, BED expects approximately 75% of the dam replacement costs to be funded through a FEMA public assistance

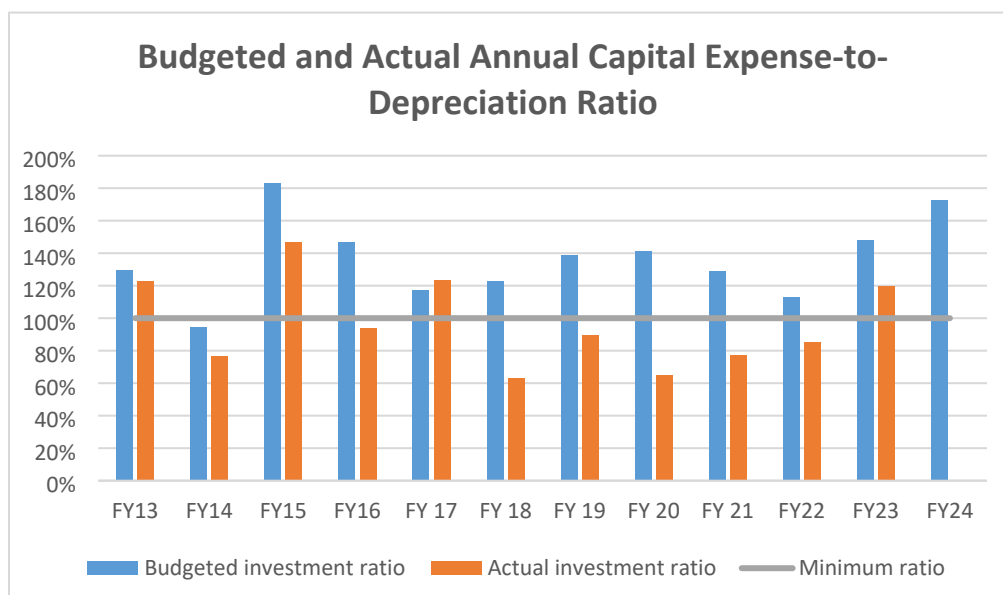
⁷ B100 is 100 percent biodiesel. R99 is a 99% blend of renewable diesel, which may require less modifications given its similar chemical properties to conventional diesel - <https://afdc.energy.gov/fuels/renewable-diesel>.

grant.) The FY25 capital budget also includes 2022 NZE revenue bond funding for a second all-electric bucket truck (amount TBD based on available grant funding) and investments in electric fleet charging infrastructure at BED's 585 Pine Street headquarters.

BED 5-Year Capital Plan, FY25-FY29

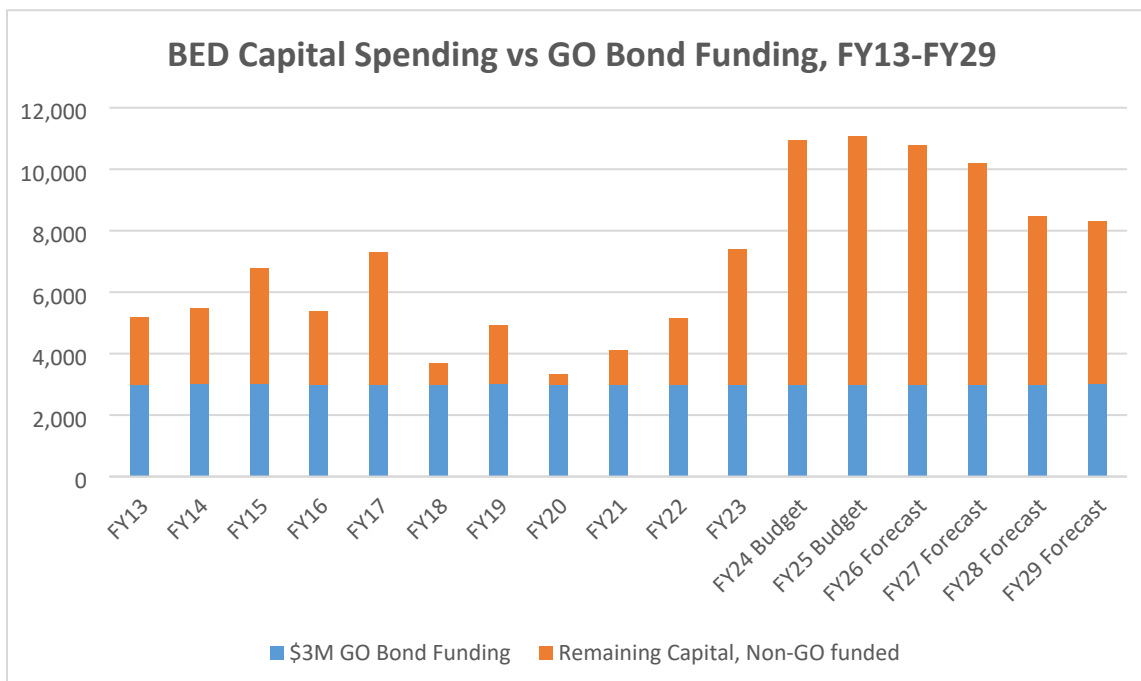
BED's customers benefit from our robust capital program, which supports high reliability, customer service, and innovation toward our NZE goal by keeping our distribution system and generation plants in good working order, supporting and retaining knowledgeable employees with safe and modern tools and equipment, and investing in new technologies.

As a rule of thumb, a company's annual capital expenditures should be greater than its annual depreciation expense because (a) depreciation expense is based on the actual cost of past investments and future replacement costs are likely to be higher and (b) if an organization is growing (in scope, scale, complexity, etc.) additional capital investment will be needed above historical levels to meet new demands. As of FY23, BED's annual depreciation and amortization expense was just over \$6M. As shown in the chart below, over the past 12 years BED has typically *budgeted* for annual capital expense in excess of annual depreciation expense, but in only four of those years has *actual* capital investment exceeded depreciation expense.



Looking forward, BED's most recent update of its five-year capital plan indicates growing capital needs as labor, materials, and other expenses have increased due to rising and persistent inflation over the past few years and the deferral of some expenditures in prior years to preserve cash balances. As shown in the chart below, for many years, BED's annual general obligation (GO) borrowing, set in City Charter at \$3 million in 2012, covered a substantial portion of BED's capital needs. As capital costs increase, however, the annual \$3 million GO bond is projected to fund only 27-36% of total annual capital needs for FY25 and beyond, not counting other demands on cash reserves such as strategic electrification incentive funding. In 2021 when BED proposed its first NZE revenue bond, we noted that the gap between the size of BED's annual capital program (net of customer contributions) and BED's \$3 million annual GO bond allocation would result in "pressure on BED's annual budget, retail rates, and cash position to fully fund capital projects and Net Zero Energy initiatives" without new financing capacity.

We also noted that the 2022 NZE revenue bond would help address this gap over the next several years, but that we would need to explore additional financing options to support our capital needs and NZE progress beyond FY25. Thus, we present the current proposal for an additional \$20M in revenue bond funding to support capital needs through FY29.



Proposed Net Zero Energy and Grid Reliability Revenue Bond Areas of Focus

The NZE and Grid Reliability revenue bond, if approved, would fund similar key areas of investment as the 2022 NZE revenue bond, all of which are expected to qualify for tax-exempt revenue bond financing based on our review with bond counsel. Below are the project categories proposed to be funded by the bond⁸, and attached to this memorandum, please find the full project list.

Proposed NZE & Grid Reliability Revenue Bond Projects	FY26	FY27	FY28	FY29	Total
Generation	\$1,215,858	\$535,383	\$150,972	\$122,500	\$2,024,713
Distribution	\$4,015,675	\$5,075,901	\$4,580,873	\$5,056,103	\$18,728,551
General Plant/Fleet EVs	\$432,580	\$230,000	\$97,000	\$160,000	\$919,580
IT	\$1,535,069	\$0	\$165,000	\$0	\$1,700,069
Other-Demand Response, Flexible Load Mgmt, etc.	\$132,536	\$62,461	\$64,022	\$65,623	\$324,642
Total	\$7,331,718	\$5,903,744	\$5,057,867	\$5,404,226	\$23,697,555

- 1. Grid Upgrades** – The primary investment proposed from the new revenue bond is to continue to upgrade and maintain a reliable electric grid distribution system. Approximately \$12.3 million of the planned

⁸ Full-year funding is shown for FY29 projects which is why the total exceeds \$20 million, even though it is expected that proceeds from the proposed new revenue bond will be fully expended at some point during FY29.

projects primarily support BED grid reliability through investment in our distribution and SCADA/ADMS systems. The revenue bond proposal includes funding for approximately \$5.4 million of NZE-related grid upgrades to increase BED's distribution system capacity, a new outage management system as the final phase of the new ADMS, and new switches, transformers, and line rebuilds necessary for continued reliability of our current distribution system. These investments will help ensure we continue to have capacity on the grid to add more EVs, heat pumps, geothermal systems, electric buses, and other strategic electrification measures as more customers adopt these technologies. The grid capacity prior to the first Net Zero Energy Revenue Bond was approximately 77 megawatts. With projects already implemented it is now above 80 megawatts, and with the projects planned here the grid capacity would reach 90 megawatts (against a current peak of approximately 65 megawatts, leaving room for new electrification as well as growth in demand due to new construction projects). The new revenue bond would also fund cost-share for a pending Department of Energy grant application, were BED to be selected for an award.

- 2. Technology Systems Upgrades** – Approximately \$2 million of the proposed revenue bond will fund technology upgrades, including new dynamic rate and load control capabilities. Specifically, the bond would fund the final stages of new CIS implementation, the majority of new FIS implementation costs, replacement of critical data center hardware, and cost-share for a new distributed resource management system (DERMS) for which BED received grant funding from the State of Vermont. These new systems will give BED additional capabilities to offer innovative rates and enhanced service for customers in support of Net Zero Energy, including new dynamic pricing options and expansion of our end-use rates (such as our current electric vehicle charging rate) to other technologies such as cold-climate heat pumps. Smart rate designs will help save customers money and encourage more customers to switch from fossil fuel to electricity. We also plan to include aspects of load control in future dynamic rates to help mitigate grid and peak demand impacts as we move toward strategic electrification. Our current systems rely too heavily on manual processes, and the new systems will help us automate and innovate our rate designs and service delivery for the future.
- 3. Generation and Net Zero Energy Capital Projects** – Approximately \$2 million will be invested in BED's generation plants, including the FERC relicensing of Winooski One, a wood chip dryer and NoX catalyst replacement at McNeil to improve efficiency and support continued air emissions reduction, and EVs for our forestry team. Maintaining and upgrading existing renewable generating assets will be critical for achieving NZE (as will efforts in the future to secure additional renewable generation to meet growing loads from strategic electrification). Approximately \$2.7 million of bond proceeds will be designated for the expansion of public EV charging in Burlington and be available to provide cost-share funds for two pending EV charging grant applications. Finally, about \$1 million will be dedicated toward continued electrification of BED's vehicle fleet, including a second all-electric bucket truck, a new electric forklift, and other fleet replacements.

The investments above include tangible climate action, including:

- adding 10 new EVs to BED's fleet;
- adding a new all-electric bucket truck to replace a fossil fuel bucket truck;
- adding a new all-electric forklift to replace a fossil fuel forklift;
- 50 new level 2 public EV charging stations; and

- 38 new modern DC fast charge public EV charging stations in Burlington.

In addition, the grid investments will ensure capacity for continued strategic electrification and continued reliability as customers use the electric grid for their transportation and heating/thermal needs. The technology system investments will enable dynamic rates, to help lower the cost for customers using electricity for transportation and heating and reduce peak demand impacts. The funds will as mentioned support potential match for federal grants, expanding the reach of the \$20 million from the Revenue Bond to achieve even more.

The list of proposed revenue bond projects has a weighted average expected asset life of approximately 30 years, well beyond the 20-year period during which BED would pay the associated debt service on a new bond issuance.

Projected Impacts of the Proposed Revenue Bond on BED's Financial Metrics

BED proposes to ask voters to approve a revenue bond borrowing of up to \$20 million, with timing and number of issuances to be determined. BED will consider factors including the interest rate environment, FY24 and FY25 financial performance and projected financial metrics, closing costs, and other factors in determining whether to pursue a single \$20 million issuance or two \$10 million issuances a few years apart. Ten-year pro forma debt service schedules for each of these scenarios are shown in the table below.

10-Year Pro Forma Debt Service Schedules for Proposed Revenue Bond

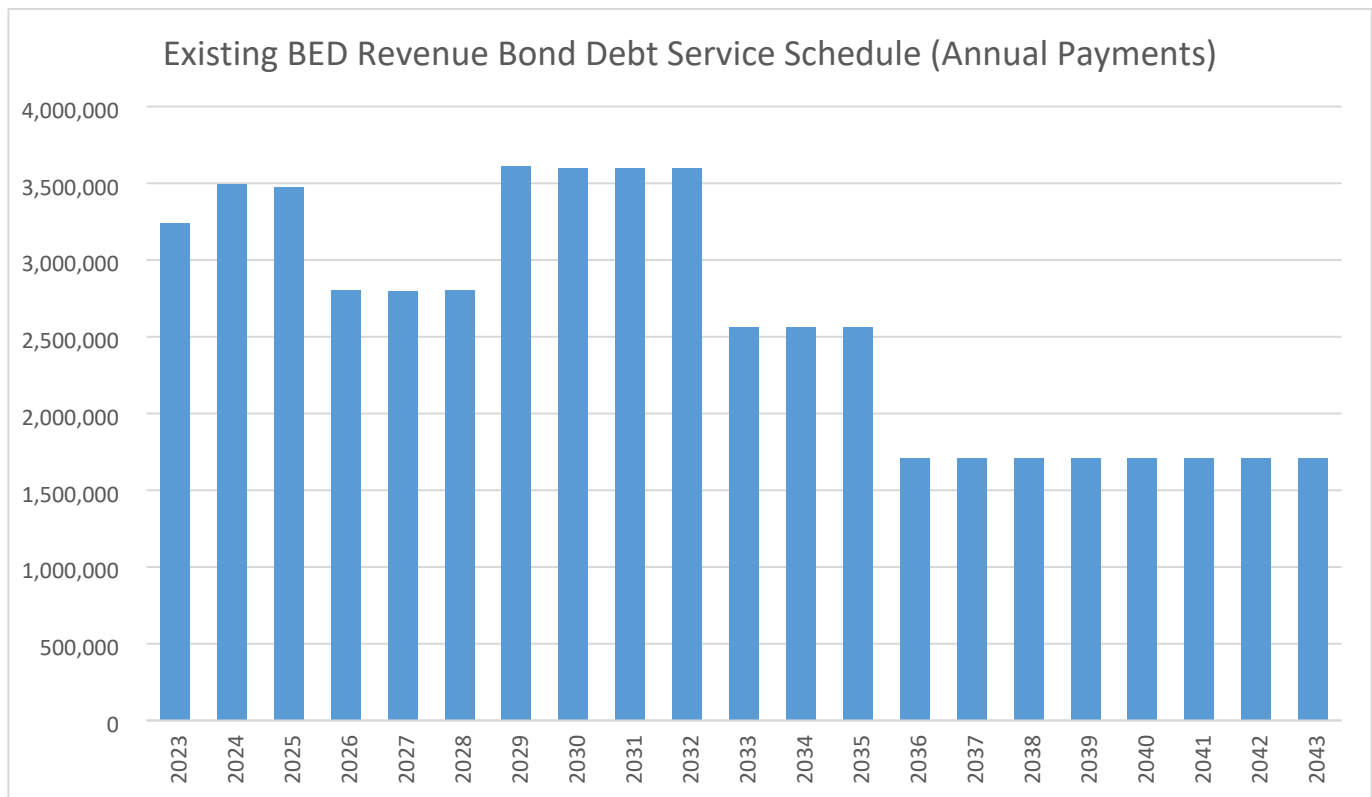
Fiscal Year	Single \$20M Issuance (FY26)			Two \$10M Issuances (FY26 and FY29)		
	Principal*	Interest**	Total Payment	Principal*	Interest***	Total Payment
2026	\$0	\$400,000	\$400,000	\$0	\$200,000	\$200,000
2027	\$0	\$800,000	\$800,000	\$0	\$400,000	\$400,000
2028	\$0	\$800,000	\$800,000	\$0	\$400,000	\$400,000
2029	\$0	\$800,000	\$800,000	\$0	\$575,000	\$575,000
2030	\$0	\$800,000	\$800,000	\$0	\$750,000	\$750,000
2031	\$0	\$800,000	\$800,000	\$0	\$750,000	\$750,000
2032	\$998,822	\$780,024	\$1,778,846	\$499,411	\$740,012	\$1,239,423
2033	\$1,038,775	\$739,272	\$1,778,047	\$519,387	\$719,636	\$1,239,023
2034	\$1,080,326	\$696,890	\$1,777,215	\$540,163	\$698,445	\$1,238,608
2035	\$1,123,539	\$652,812	\$1,776,351	\$1,080,020	\$667,337	\$1,747,357
10-Year Total	\$4,241,462	\$7,268,997	\$11,510,459	2,638,982	5,900,429	\$8,539,411

* Principal payments would be deferred for 5 years.

** Assumes interest rate of 4.00%. Actual interest rate to be determined upon bond issuance.

*** Assumes interest rate of 4.00% for first issuance and 3.50% for second issuance. Actual interest rate to be determined upon bond issuance.

In terms of existing revenue bond debt service, BED's 2014B revenue bond, which has had average annual debt service payments of approximately \$684,000, will mature in 2025. Principal payments on the 2022 revenue bond, which were deferred for five years, begin in FY29. In FY32, both the 2017A and 2017B revenue bonds, with combined annual payments of approximately \$1 million, will mature, followed by the 2014A revenue bond in FY35.



On December 12, 2023, Moody’s Investors Service affirmed BED’s A3 credit rating, with a stable outlook. BED targets A-range values for its credit rating financial metrics, which include days cash on hand, debt ratio, and adjusted debt service coverage ratio. BED also monitors compliance with its revenue bond covenant 1.25 debt service coverage ratio, which we consistently exceed and expect to continue to do so. By design, the Moody’s metrics check and balance each other (for example, liquidity can be improved with borrowing, but increased borrowing will negatively affect the debt ratio and adjusted debt service coverage ratio), so that the financial management challenge becomes maintaining all three metrics at satisfactory levels. After 12 years without a rate increase, BED’s days cash on hand and adjusted debt service coverage ratios have been challenged in recent years as expenses increased, sales to customers have been flat to declining, and cash reserves were depleted without offsetting revenue increases.

BED’s rate changes over the past four years have improved the adjusted debt service coverage ratio, while helping to maintain at least 90 days cash on hand, including our line of credit at its former \$5 million level. The 2022 Net Zero Energy revenue bond has been a critically important source of financing for BED’s capital investments that mitigated what otherwise would have been significant upward rate pressure if the same projects had to have been funded from operating cash sources. To continue to maintain adequate cash reserves while also continuing to fund needed capital projects, strategic electrification incentives, and other activities, additional financing will be necessary. Without the proposed NZE and Grid Reliability Revenue Bond as a financing source, BED would face a choice of either dramatically reducing capital investment and curtailing incentive funding or needing much larger rate increases in the near term to fund our projects while maintaining A rating metrics for days cash on hand.

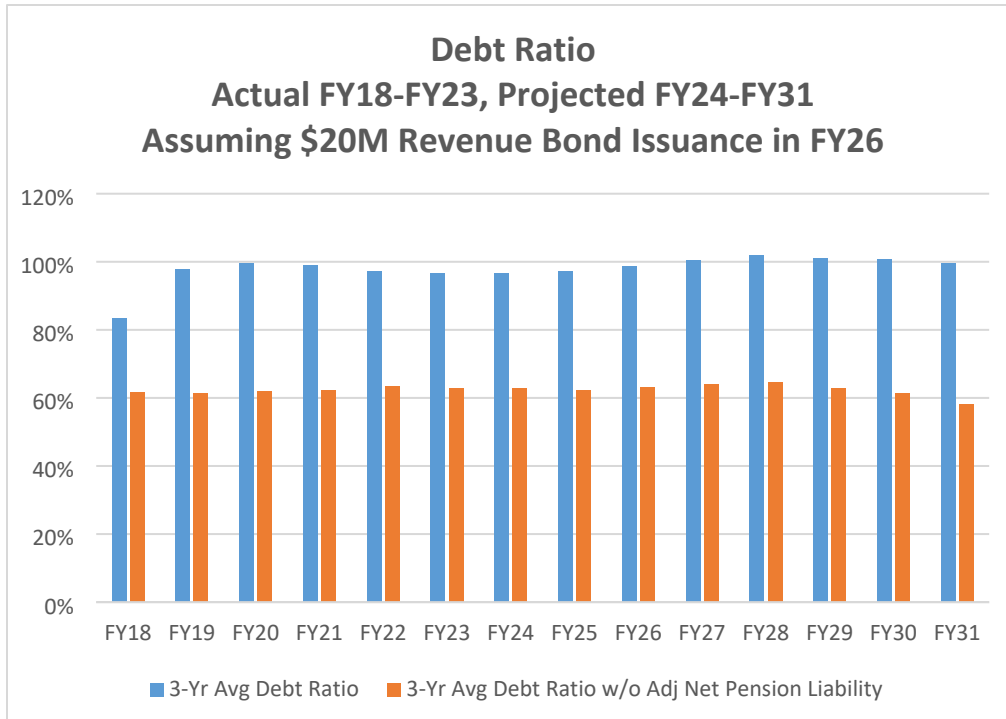
For FY26, as an illustrative example, absent new revenue bond funding and assuming we still attempted to fund both our capital needs (including Net Zero grid and technology upgrades) and strategic electrification incentives above the level required by State law, BED would be faced with implementing a 12.8 percent rate increase in order to maintain 120 days cash on hand (including the \$10 million line of credit). BED does not believe this level of rate increase would be justifiable or support affordability for customers. By contrast, current estimates show that, with the financing from the proposed Net Zero Energy & Grid Reliability Revenue Bond, we would achieve 120 days cash on hand in FY26 with only 2 percent of upward rate pressure.

FY26 Projected Rate Pressure to Reach 120 Days Cash On Hand (assuming full funding of capital projects and including \$10M line of credit)

Financing	Rate Pressure FY23
Without Revenue Bond	+12.8%
With Revenue Bond	+2.0%

Again, this scenario demonstrates how much rate pressure would exist without the Net Zero Energy & Grid Reliability Revenue Bond if we still sought to fund the same projects based on current forecasts and operating revenues. It is not an actual rate case proposal for any of the fiscal years mentioned. Such a proposal would include consideration of many other factors. However, in this context, the proposed revenue bond offers a way to invest in our system and free up cash reserves for our strategic electrification programs while significantly reducing upward rate pressure compared to alternate funding mechanisms and maintaining strong credit rating metrics, a true win-win scenario for our customers and community.

A new Revenue Bond would put pressure on BED's adjusted debt service coverage ratio (because debt service would increase in the short-term, before older revenue bonds mature) and debt ratio. Moody's A-rating range for the debt ratio (in simplest terms, debt+pension liability/assets) is 60-80%. In 2019 Moody's changed its methodology to include net pension liability in the debt ratio calculation. With this methodology change, BED's debt ratio jumped from 61% to 92% in a single year. The chart below shows BED's actual debt ratio (3-year running average) through FY23, with projections for the 3-year running average for FY24 and beyond, assuming a single \$20 million revenue bond issuance in FY26. The 3-year running average not including the adjusted net pension liability is shown for comparison purposes. The chart shows that BED's debt ratio is not dramatically affected by the new revenue bond issuance. Including the net pension liability, the 3-year running average of the debt ratio is projected to peak at 102.3% in FY28 and then slowly decline (assuming no other borrowings). (Omitting the net pension liability, the 3-year running average is projected to peak at 64.6% in FY28 before declining.)



Conclusion

BED believes the Net Zero Energy & Grid Reliability Revenue Bond proposal is a fiscally responsible and innovative means of financing needed capital improvements and providing access to liquidity to support additional incentives and projects for accelerating strategic electrification and our community’s progress toward our NZE climate goal. The proposed Revenue Bond would support BED’s capital needs and ensure BED’s continued efficient and economical operations. Burlington’s precedent-setting issuance of a revenue bond for energy efficiency in 1990 and the first NZE Revenue Bond in 2022 provide a strong foundation upon which to pursue this new Net Zero Energy & Grid Reliability Revenue Bond. Given our ambitious 2030 goal and our desire to maintain strong financial metrics and affordable rates for our customers, this financing option provides the best avenue moving forward.

BED respectfully requests that the City Council approve placing a question on the November 2024 election ballot for voters to consider authorizing BED to issue \$20 million in revenue bonds for the purposes described in this memo. We will be available to answer any questions or provide additional information at the Board of Finance meeting on August 5th and City Council meeting August 12th. Thank you.

Attachment: Proposed NZE and Grid Reliability Revenue Bond Projects, FY26-FY29

Proposed Net Zero Energy & Grid Reliability Revenue Bond Projects	FY 26	FY 27	FY 28	FY 29
Distribution				
1L1/1L4 Long Span Removal	\$ -	\$ -	\$ -	\$ 331,250
2L3 Rebuild 927S to Sub#7	\$ -	\$ -	\$ 165,478	\$ -
2L3 Rebuild UH303 to 929S	\$ -	\$ -	\$ 668,118	\$ -
Add automation to manual switch 801S (Pine St and Home Ave)	\$ -	\$ -	\$ 75,756	\$ -
Add automation to manual switch 986S (Maple St and S Winooski Ave)	\$ -	\$ 42,737	\$ -	\$ -
Bayview Street Reconnector Poles P896-P851	\$ -	\$ 18,749	\$ -	\$ -
Distribution Transformers	\$ 400,000	\$ 300,000	\$ 250,000	\$ 257,500
Distribution Transformers Engineering	\$ 6,124	\$ 6,308	\$ 6,497	\$ 6,692
Extend 1L2 to P3097 on North Avenue & transfer load from 1L4 to 1L2 (814S-214D-218D-P3097)(NZE #1 by 2024) (Peak >80 MW)	\$ -	\$ 1,637,504	\$ 1,582,399	\$ 1,890,689
Grey Meadows UG Rebuild	\$ 88,872	\$ -	\$ -	\$ -
Install 4-Way Padmount or Submersible Switch (1002S, 1003S, 1004S, 1005S) at Starr Farm Rd & North Ave (Peak >90 MW)	\$ -	\$ 345,748	\$ -	\$ -
Lake Forest UG Replacement	\$ 54,867	\$ -	\$ -	\$ -
Lake Street Battery Bank Replacement	\$ 44,698	\$ -	\$ -	\$ -
Level 2 Chargers	\$ 321,255	\$ 330,892	\$ 202,554	\$ 212,682
Level 3 Chargers	\$ 431,461	\$ 444,405	\$ 376,178	\$ 394,987
Little Eagle Bay UG Rebuild	\$ -	\$ -	\$ -	\$ 771,796
Pole Replacement	\$ 254,088	\$ 239,901	\$ 269,562	\$ -
Rebuild 1L4 from P2838 to P2795 (Institute Rd to Bike Path)	\$ 149,439	\$ -	\$ -	\$ -
Rebuild Deforest Rd	\$ 501,235	\$ -	\$ -	\$ -
Rebuild Howard Street OH, Poles P828 to P836	\$ 29,905	\$ -	\$ -	\$ -
Rebuild Howard Street OH, Poles P892-P843	\$ -	\$ 17,260	\$ -	\$ -
Rebuild Lakeside Avenue OH, Poles P2302-P526	\$ -	\$ -	\$ 14,911	\$ -
Rebuild Plattsburg Avenue OH, poles P3762 to P3752	\$ 26,650	\$ -	\$ -	\$ -
Rebuild Plattsburg Avenue poles P3762 to P3752	\$ -	\$ 27,449	\$ -	\$ -
Rebuild S. Union Street OH, Poles P925-P929	\$ -	\$ -	\$ 15,749	\$ -
Rebuild St. Paul Street OH, Poles 1004 – P1011	\$ 20,428	\$ -	\$ -	\$ -
Rebuild Wells Street OH, Poles P191-P183	\$ 23,505	\$ -	\$ -	\$ -
Replace 348S/230S/145S/427S (Battery & Cherry)	\$ -	\$ -	\$ 342,016	\$ -
Replace direct buried underground cables along Oakledge Drive	\$ -	\$ 136,788	\$ -	\$ -
Replace Disconnect #346D (normal open point between 3L1 & 3L2) with a SCADA controlled switch.	\$ 85,688	\$ -	\$ -	\$ -
Replace livefront transformer #2355 (Pearl Street - Courthouse)	\$ 14,138	\$ -	\$ -	\$ -
Replace livefront transformer #2598 (St. Paul Street - Decker Towers)	\$ 44,740	\$ -	\$ -	\$ -
Replace livefront transformer #2889 (Battery St - Hilton)	\$ -	\$ 11,426	\$ -	\$ -
Replace Sub#7 328S/602S/704S/740S switch	\$ -	\$ 324,649	\$ -	\$ -
Replace Switch # 716S/728S/729S (Lake Street) 9/97	\$ -	\$ 66,941	\$ -	\$ -
Replace switchgear at College St Substation	\$ -	\$ -	\$ 542,384	\$ -
Replace the underground system at Fairmount Place 1985	\$ -	\$ -	\$ -	\$ 189,710
Replace the underground feed to Stafford Green House	\$ -	\$ -	\$ 13,785	\$ -
Replace the underground system at Birch Court (Off North Avenue)	\$ -	\$ -	\$ 55,485	\$ -
Replace the underground system at Juniper Terrace (Off Summit Street)	\$ 198,568	\$ -	\$ -	\$ -
Replace the underground system at Overlake Condos (Off S. Prospect Street)	\$ -	\$ -	\$ -	\$ 304,212
Replace the underground system at River Watch	\$ -	\$ 873,171	\$ -	\$ -
Replace the underground system at Village at North Shore	\$ -	\$ 251,973	\$ -	\$ -
Replace the underground system to UVM Aiken Center	\$ 13,978	\$ -	\$ -	\$ -
Replace UG St. Paul St. (Bank St to Cherry St)	\$ 298,429	\$ -	\$ -	\$ -
SCADA ADMS Phase III/IV	\$ 772,276	\$ -	\$ -	\$ -
Transfer load between 1L1 to 1L4 (Woodlawn Rd, Woodbury Rd)	\$ 167,734	\$ -	\$ -	\$ -
UH#328 Switch Relocation	\$ -	\$ -	\$ -	\$ 696,584
Upgrade the manual switch 917S P1765 to a SCADA operated switch	\$ 67,595	\$ -	\$ -	\$ -
General Plant				
All electric forklift	\$ 137,580	\$ -	\$ -	\$ -
BED Fleet EV charging (civil work)	\$ 30,000	\$ 30,000	\$ 50,000	\$ 50,000
C3 Freightliner Hybrid Bucket Truck Replacement w/All-Electric	\$ 200,000	\$ -	\$ -	\$ -
Replace Vehicle C15 F350 Cube van with Transit electric	\$ 65,000	\$ -	\$ -	\$ -
Replace Vehicle C18 Technicians F150	\$ -	\$ -	\$ -	\$ 65,000
Replace Vehicle C23 Nissan Leaf	\$ -	\$ -	\$ 47,000	\$ -
Replace Vehicle C29 Ford Fusion	\$ -	\$ -	\$ -	\$ 45,000
Replace Vehicle C5 F350 Cube van with Transit electric	\$ -	\$ 150,000	\$ -	\$ -
Replace Vehicle C64 Subaru Outback-Safety with electric	\$ -	\$ 50,000	\$ -	\$ -
Generation-Mcneil				
McNeil Catalyst Replacement for Nox System	\$ 125,000	\$ 20,000	\$ -	\$ -
McNeil Energy Efficiency Improvements	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
McNeil Forestry Vehicle	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
McNeil Wood Dryer	\$ 250,000	\$ -	\$ -	\$ -

Generation-Other

WinOne Automatic Voltage Regulator (AVR)	\$	150,000	\$	-	\$	-	\$	-
WinOne Unit #1 Bearing Replacement	\$	-	\$	100,000	\$	128,472	\$	100,000
WinOne Unit 3 Bearing Replacement	\$	-	\$	124,790	\$	-	\$	-
Winooski One FERC Relicensing	\$	668,358	\$	268,093	\$	-	\$	-

IT

IT Forward - CIS Replacement	\$	413,896	\$	-	\$	-	\$	-
IT Forward - FIS Replacement	\$	906,173	\$	-	\$	-	\$	-
Refresh Velco Production Compute/Storage	\$	165,000	\$	-	\$	-	\$	-
Upgrade Smart Grid Collection Engine to Riva platform	\$	50,000	\$	-	\$	-	\$	-
Virtualized Hardware Refresh Pine	\$	-	\$	-	\$	165,000	\$	-

Other-Demand Response

DER	\$	33,644	\$	34,485	\$	35,347	\$	36,230
DER Aggregator/Flexible Load Management	\$	71,599	\$	-	\$	-	\$	-
P&P R&D	\$	27,294	\$	27,976	\$	28,675	\$	29,392

Project Totals	\$	7,331,718	\$	5,903,744	\$	5,057,867	\$	5,404,226
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Revenue Bond Funding Totals (FY29 @ 31.5%)	\$	7,331,718	\$	5,903,744	\$	5,057,867	\$	1,706,671
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Proposed Net Zero Energy & Grid Reliability Revenue Bond

Burlington Electric Commission, August 1, 2024

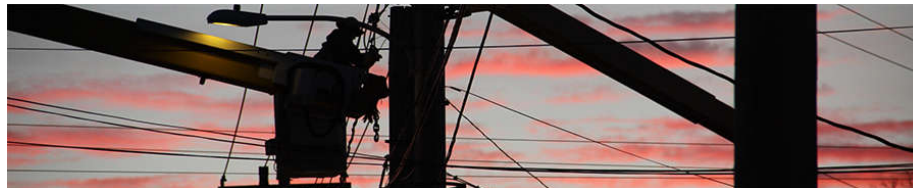
Burlington Board of Finance, August 5, 2024

Burlington City Council, August 12, 2024



BED Revenue Bond Basics

- Authorized under City Charter § 3-421 and General Bond Resolution adopted by Board of Electric Commissioners in 1981
- Requires approval of a majority of Burlington voters
- Payable solely from BED rates and revenues, not City General Fund or property taxes
- An obligation only of BED, not of the City (does not affect City's debt ratio or policy)
- BED has used issued revenue bonds several times since 1981 – for McNeil Generating Station construction, initial Energy Efficiency funding, AMI/Smart Grid infrastructure, purchasing Winooski One hydroelectric facility, and most recently for the 2022 Net Zero Energy Revenue Bond





2022 Net Zero Energy Revenue Bond Update

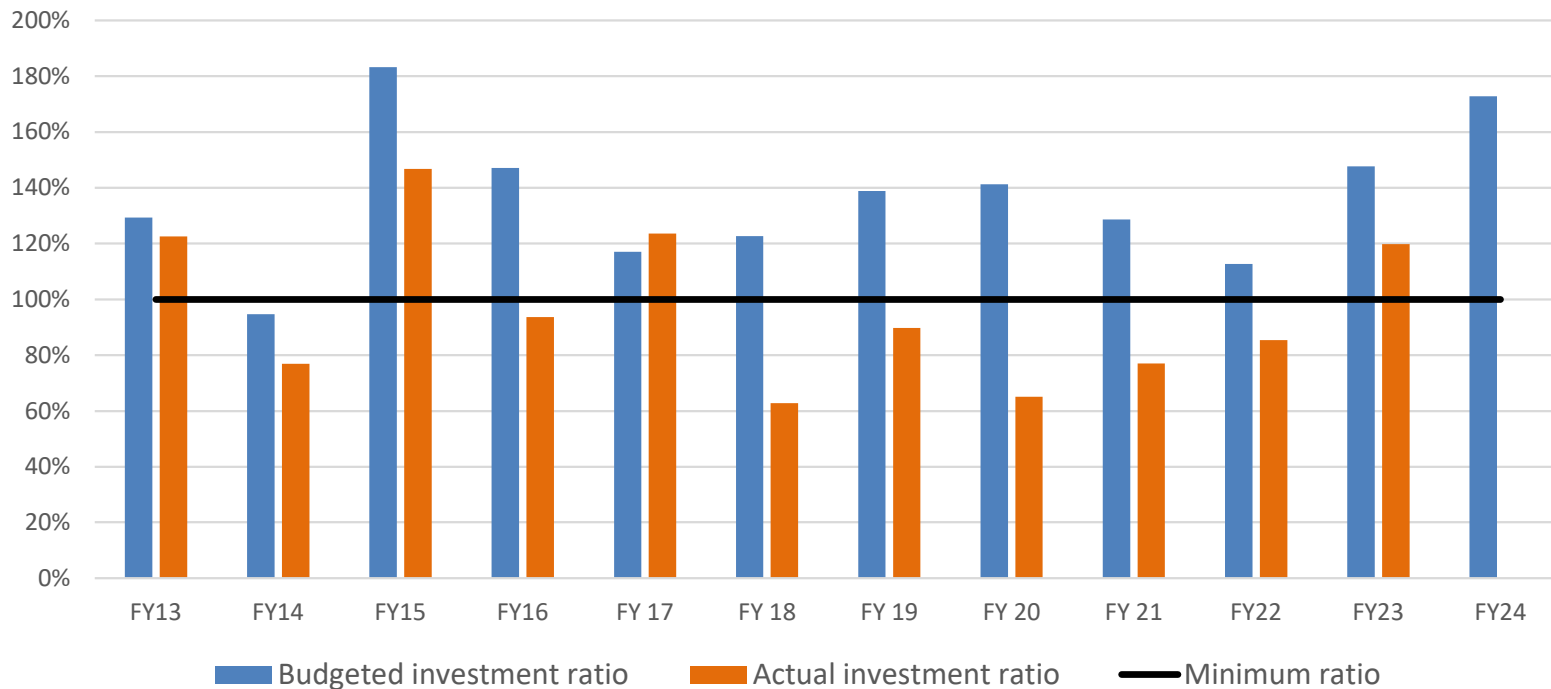
- **Builds on Prior Net Zero Energy Revenue Bond** – BED's \$20 million 2022 Net Zero Energy Revenue Bond has supported:
 - grid upgrades raising capacity from 77 megawatts to 80 megawatts,
 - key technology systems upgrades (including the new meter data management system and customer portal),
 - EV charging infrastructure (including first modern public fast charger in our network),
 - EV fleet conversion (including first all-electric bucket truck in Vermont), and
 - renewable plant investments.

BED has currently spent \$11.7 million of the 2022 revenue bond and expects to use the remainder to fund FY25 capital projects.



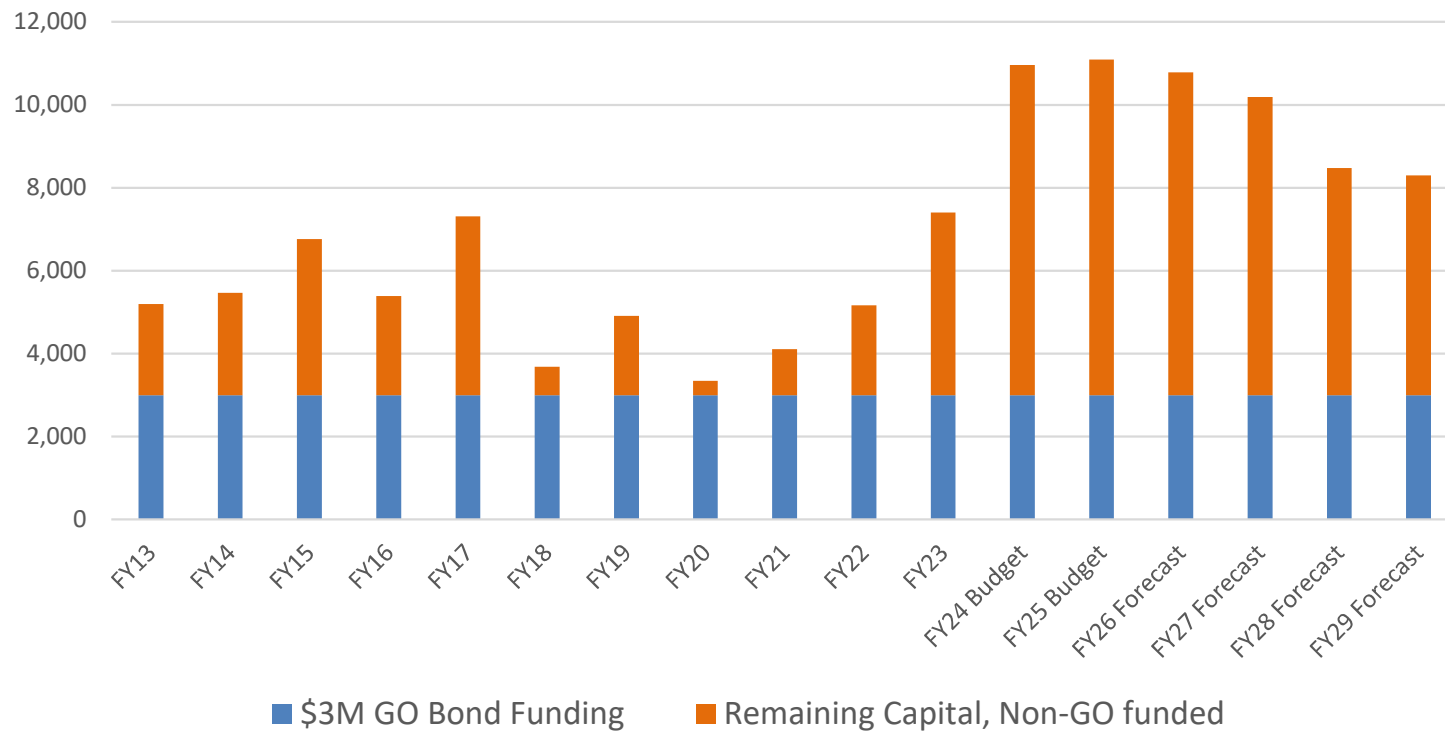


Budgeted and Actual Annual Capital Expense-to-Depreciation Ratio





BED Capital Spending vs GO Bond Funding, FY13-FY29





\$20 Million Net Zero Energy and Grid Reliability Revenue Bond Proposal

The proposed Net Zero Energy and Grid Reliability Bond will:

- continue grid upgrades to increase capacity further to 90 megawatts to support adding more EVs, heat pumps, geothermal systems, E-buses and more in Burlington;
- complete technology systems upgrades (including customer information system);
- invest in our renewable plants including FERC relicensing at Winooski One and wood chip dryer efficiency measure for McNeil,
- support EV fleet conversion (10 new BED EVs, second all-electric bucket truck, and electric forklift) replacing fossil fuel and older vehicles, and
- invest in 88 new public EV charging stations (including 38 new fast chargers).





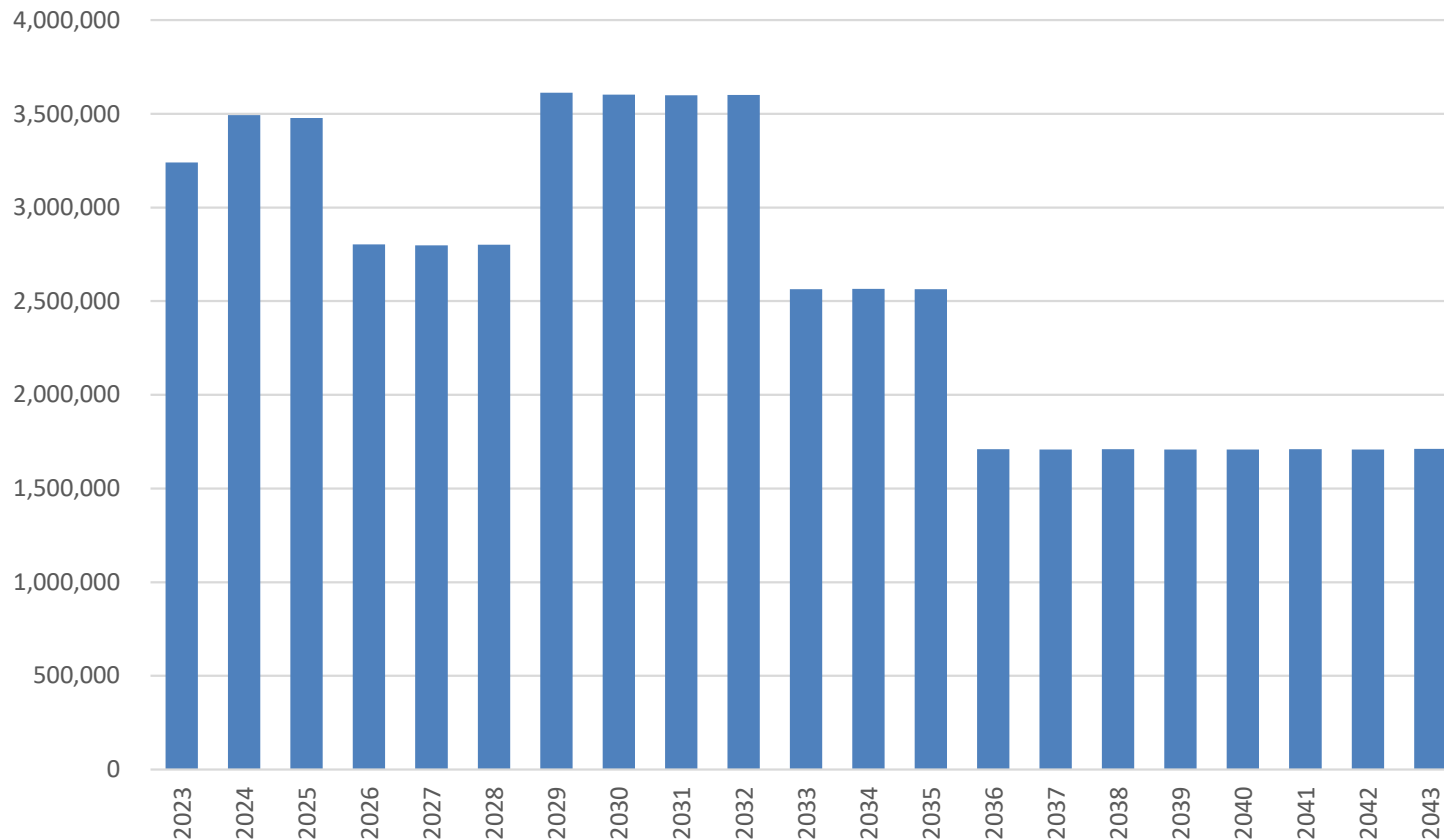
Net Zero Energy & Grid Reliability Revenue Bond Proposed Projects By Category

Proposed NZE & Grid Reliability Revenue Bond Projects	FY26	FY27	FY28	FY29	Total
Generation	\$1,215,858	\$535,383	\$150,972	\$122,500	\$2,024,713
Distribution	\$4,015,675	\$5,075,901	\$4,580,873	\$5,056,103	\$18,728,551
General Plant/Fleet EVs	\$432,580	\$230,000	\$97,000	\$160,000	\$919,580
IT	\$1,535,069	\$0	\$165,000	\$0	\$1,700,069
Other-Demand Response, Flexible Load Mgmt, etc.	\$132,536	\$62,461	\$64,022	\$65,623	\$324,642
Total	\$7,331,718	\$5,903,744	\$5,057,867	\$5,404,226	\$23,697,555

*Full-year funding is shown for FY29 projects which is why the total exceeds \$20 million, even though it is expected that proceeds from the proposed new revenue bond will be fully expended at some point during FY29.



Existing Revenue Bond Debt Service Schedule



- FY25 - 2014B revenue bond, (average annual payments approximately \$684,000) matures
- FY29 - Principal payments on the 2022 revenue bond begin
- FY32 - 2017A and 2017B revenue bonds (combined annual payments of approximately \$1M) mature
- FY35 - 2014A revenue bond matures



10-Year Pro Forma Debt Service Schedule for Proposed Revenue Bonds

Fiscal Year	Single \$20M Issuance (FY26)			Two \$10M Issuances (FY26 and FY29)		
	Principal*	Interest**	Total Payment	Principal*	Interest***	Total Payment
2026	\$0	\$400,000	\$400,000	\$0	\$200,000	\$200,000
2027	\$0	\$800,000	\$800,000	\$0	\$400,000	\$400,000
2028	\$0	\$800,000	\$800,000	\$0	\$400,000	\$400,000
2029	\$0	\$800,000	\$800,000	\$0	\$575,000	\$575,000
2030	\$0	\$800,000	\$800,000	\$0	\$750,000	\$750,000
2031	\$0	\$800,000	\$800,000	\$0	\$750,000	\$750,000
2032	\$998,822	\$780,024	\$1,778,846	\$499,411	\$740,012	\$1,239,423
2033	\$1,038,775	\$739,272	\$1,778,047	\$519,387	\$719,636	\$1,239,023
2034	\$1,080,326	\$696,890	\$1,777,215	\$540,163	\$698,445	\$1,238,608
2035	\$1,123,539	\$652,812	\$1,776,351	\$1,080,020	\$667,337	\$1,747,357
10-Year Total	\$4,241,462	\$7,268,997	\$11,510,459	2,638,982	5,900,429	\$8,539,411

* Principal payments would be deferred for 5 years.

** Assumes interest rate of 4.00%. Actual interest rate to be determined upon bond issuance.

*** Assumes interest rate of 4.00% for first issuance and 3.50% for second issuance. Actual interest rate to be determined upon bond issuance.



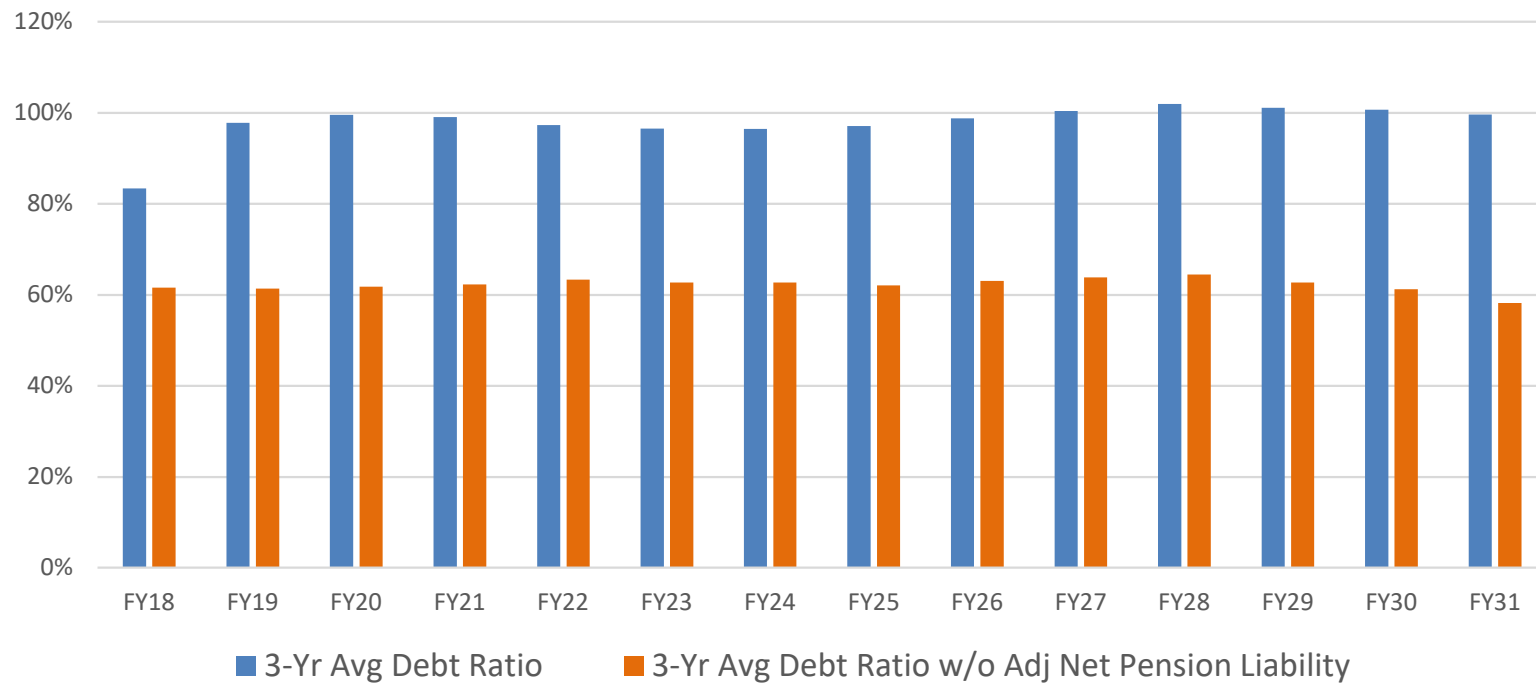
Net Zero Energy and Grid Reliability Revenue Bond reduces near-term rate pressure

FY26 Projected Rate Pressure to Reach 120 Days Cash On Hand
(assuming full funding of capital projects and Net Zero Energy initiatives)

Financing Option	Projected Rate Pressure FY26
Without Revenue Bond	+12.8%
With Revenue Bond	+2.0%



Debt Ratio
Actual FY18-FY23, Projected FY24-FY31
Assuming \$20M Revenue Bond Issuance in FY26



Board of Finance and City Council Submission ChecklistDepartment: BED Submitter: Darren SpringerTitle/Subject: BED Net Zero Energy and Grid Reliability Bond

	Approval:	Meeting Date:
☒	Board of Finance	8/5/2024
☒	City Council	8/12/2024
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/29/2024	Darren Springer
Mayor's Office informed and approved memo	Yes	7/30/2024	Erin Jacobsen
Board/Commission, if required	Yes	8/1/2024	Expected Approval 8/1
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	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	7/31/2024	Kim Sturtevant
CAO has reviewed budget, financing, and memo	Yes	7/30/2024	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	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	List of Revenue Bond Proposed Projects
Draft Resolution or Motion?	Yes	Resolution from Bond Counsel
If for submission to Council, are sponsors identified?	Yes	Board of Finance